

DALLAS COUNTY PUBLIC WORKS  
CAPITAL IMPROVEMENT PROGRAM

**Oxford**<sup>®</sup>

NO. 752 1/3

## Steve Chutchian

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**From:** Jim Pierce  
**Sent:** Monday, November 20, 2000 4:20 PM  
**To:** Steve Chutchian  
**Cc:** Michael Murphy; Chris Terry  
**Subject:** FW: Approved Master ILA for County CIP



CIP ILA, Version 13  
NOV. APPRO...

Steve: Please add this to your project list. We had two projects approved by Dallas County as a result of their call for projects.

1. Arapaho Rd. Phase III - \$1.4 million in FY2007
2. Midway Rd. Signal Re-timing - \$196K in Fy 2005

We need to get the agreement in Ken Dippel's hands for review. At the same time, we should review.

I will give you some more info about this. Jim.

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

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

Dear Dallas County Parters:

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

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

Pls let me know if you have any questions or there is anything we can do to help you get it signed from your side.

Don Holzwarth

TOWN OF  
**ADDISON**

**PUBLIC WORKS**

To: Ms. Angela Washington

From: **Steven Z. Chutchian, P.E.**

Company: Cowles & Thompson

**Assistant City Engineer**

**Phone: 972/450-2886**

**FAX: 972/450-2837**

**schutchian@ci.addison.tx.us**

FAX #: 214-672-2344

Date: 11/21/00

**16801 Westgrove**

**P.O.Box 9010**

**Addison, TX 75001-9010**

# of pages (including cover): 17

Re: Dallas County Capital Improvement Projects

Original in mail

Per your request

FYI

Call me

Proposed Master Agreement Governing Transportation Major Capital Improvement Projects



STATE OF TEXAS

§

COUNTY OF DALLAS

§

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

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

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

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

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

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

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

**Article II. PERIOD OF THE AGREEMENT**

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

**Article III. AMENDMENTS**

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

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

**1. TERMINATION**

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

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

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

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

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

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

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

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

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

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

## 2. **FORCE MAJEURE:**

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

## Article V. **INDEMNIFICATION**

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

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

**Article VI. NOTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

#### **Article VIII. UTILITY IMPACTS.**

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

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

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

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

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

## **Article X. PREDESIGN CHARRETTE**

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

## **Article XI. FUNDING**

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

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

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

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

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

#### **Article XII. RIGHT OF ENTRY**

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

#### **Article XIV. LIST OF PROJECTS**

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

## **Article XV. MISCELLANEOUS GENERAL PROVISIONS**

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

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

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

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

COUNTY OF DALLAS

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

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

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

APPROVED AS TO FORM:

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

*Approved  
Phase III  
(approved)*

**2000 Dallas County Call For Projects**

**APPLICATION INFORMATION**

Submitting Agency: Town of Addison  
 Contact Person: Jim Pierce, P.E., Assistant City Engineer  
 Address: P.O. Box 9010 Addison TX 75001-9010  
 Telephone: 972/450-2879 Facsimile: 972/450-2834  
 e-mail address: [jpierce@ci.addison.tx.us](mailto:jpierce@ci.addison.tx.us)

**PROJECT INFORMATION**

Location: Arapaho Rd. MAPSCO: 14 A, B, C  
 Beginning: Addison Rd. Project Length: 1.02  
 Ending: Surveyor Blvd. Avg. Posted Speed: 40 mph  
 Avg. Operating Speed: N/A  
 Functional Classification: R Traffic Volume: N/A  
 # of Correctable Accidents: 64 (on Belt Line Rd.) Traffic Volume Source: N/A  
 (over past 3 years)

	<u>Existing</u>	<u>Proposed</u>
Through lanes	0	4
Left turn lanes	0	1
Right turn lanes	0	0
Sidewalks	0	0
Bicycle lanes	0	0

**Description of Proposed Improvement(s):**

This is Phase III of a three phase project. Phase I was realignment and improvement of Arapaho Road from Dallas Parkway to Addison Road. Phase II will be construction of Arapaho Road from Marsh Lane to Surveyor Blvd., which will take place prior to 2004. This project (Phase III) will construct a new section of Arapaho Road from Surveyor Blvd. to Addison Road (see attached plan). The roadway will be 2 lanes in each direction, undivided, except at the intersections with Addison Road and Surveyor Blvd., which will have left turn lanes. The intersection with Midway Road will consist of an overpass with no entrance or exit ramps. The purpose of this project is to reduce traffic congestion on Belt line Road (reliever road or Belt Line by-pass). This project will benefit the bus routes on Belt Line Road by reducing congestion. This is our number 3 priority project for this program. While we would like a 10% match from Dallas County, we realize this would put pressure on available funds. If it would help secure funding, the Town would be willing to contribute 95% to the project. We believe this project will reduce traffic on Belt Line Road and will therefore reduce accidents on Belt Line Road by 15%.

**PROJECT COST INFORMATION**

Total Project Cost: \$14,328,120  
 Right-of-way Cost: \$ 3,180,000  
 Engineering/Design Cost: \$ 1,230,000  
 Utility Cost: \$ 289,200  
 Construction Cost: \$ 9,628,920

Local Cost Contribution: \$  
 in percent of total cost 90 %

Midway Rd  
Signal Retiming  
(approved)

**2000 Dallas County Call For Projects**

**APPLICATION INFORMATION**

Submitting Agency: Town of Addison  
 Contact Person: Jim Pierce, P.E., Assistant City Engineer  
 Address: P.O. Box 9010 Addison TX 75001-9010  
 Telephone: 972/450-2879 Facsimile: 972/450-2834  
 e-mail address: [jpierce@ci.addison.tx.us](mailto:jpierce@ci.addison.tx.us)

**PROJECT INFORMATION**

Location: Midway Road MAPSCO: 14K, F & B; 4X  
 Beginning: Spring Valley Road Project Length: 1.75 miles  
 Ending: Dooley Road Avg. Posted Speed: 40 mph  
 Avg. Operating Speed: 16.8 mph  
 Functional Classification: R Traffic Volume: 51,074  
 # of Correctable Accidents: 21 Traffic Volume Source: Count 8/99  
 (over past 3 years)

	<u>Existing</u>	<u>Proposed</u>
Through lanes	3	3
Left turn lanes	1	1
Right turn lanes	1	1
Sidewalks	0	0
Bicycle lanes	0	0

**Description of Proposed Improvement(s):**

This project provides for retiming the existing 14 year old coordinated signal system along Midway Road from Spring Valley Road to Dooley Road (see attached plan). Timing plans for the AM, PM, Off-Peak, and Friday PM Peak periods will be prepared for each intersection. The signal hardware at each intersection will be upgraded to include video detection, TS-2 cabinets, and TS-2 controllers. Additional phone drops will also be installed to provide a communications link to the traffic service center. Existing hardwire interconnect cables will be used to maintain communication between the signal controllers. Associated work will include installation of new conduit and wiring at each intersection. The existing power source for each location will be used. For this section of road, we have had a total of 141 accidents in the last 3 years. We believe retiming will improve traffic flow, and we estimate accidents will be reduced by 15%. This is our number 5 priority project for this program.

**PROJECT COST INFORMATION**

Total Project Cost: \$392,000  
 Right-of-way Cost: \$ 0  
 Engineering/Design Cost: \$ 52,000  
 Utility Cost: \$ 0  
 Construction Cost: \$340,000  
 Local Cost Contribution: \$  
 in percent of total cost 50 %



COURT ORDER

ORDER NO: 2000 2117

DATE: OCT 17 2000

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 17th day of October, 2000, on motion made by Mike Cantrell, Commissioner Dist. #2, and seconded by Kenneth A. Mayfield, Commissioner Dist. #4, the following Order was adopted:

WHEREAS, Commissioners Court was briefed on October 10, 2000 regarding recommended Transportation Improvement Projects to be considered for funding from the Major Capital Development Fund for construction in fiscal years 2004 thru 2007; and

WHEREAS, continued and forecast population and employment growth in Dallas County places increasing demands on the County's surface transportation system; and

WHEREAS, Dallas County has a long standing role in providing transportation system improvements for the benefit of its citizens and the public traveling in Dallas County; and

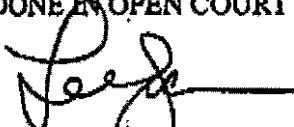
WHEREAS, Dallas County desires to implement needed transportation system improvements in partnership with the cities and other transportation agencies in Dallas County; and


WHEREAS, the specific Transportation System Improvement Projects included in the attached listing have been identified through an extensive data gathering and evaluation process and in conjunction with the Dallas County cities for funding and implementation in the FY 2001 - 2007 time period;

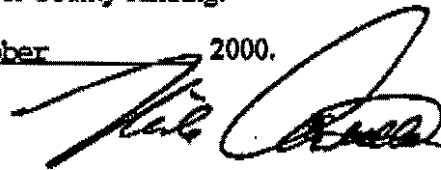
WHEREAS, it is the intent of the Commissioners Court that the projects included in the attached listing be implemented with joint funding by the County and the cities and other agencies, and that County participation be limited to the percentages shown in the listings, not to exceed the total County amounts shown for each project without prior approval of the Commissioners Court.

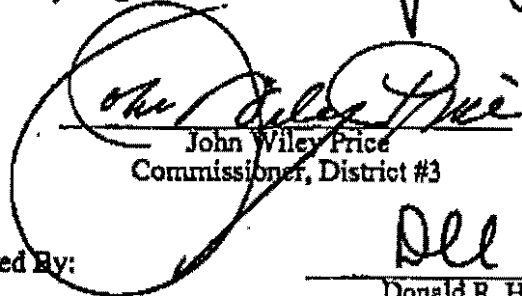
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court hereby approves the specific projects identified in the attached listing for funding from the Dallas County Major Capital Development Fund in the percentages and maximum amounts shown in the listing for County funding.

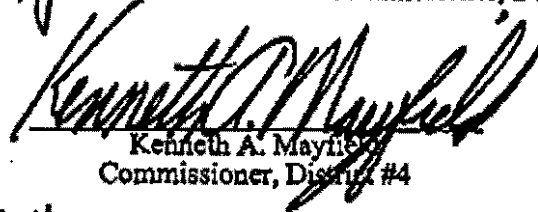
DONE IN OPEN COURT this the 17th day of October 2000.

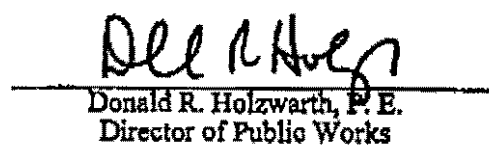
  
 Lee F. Jackson  
 County Judge

  
 Jim Jackson  
 Commissioner, District #1

  
 Mike Cantrell  
 Commissioner, District #2

  
 John Wiley Price  
 Commissioner, District #3

  
 Kenneth A. Mayfield  
 Commissioner, District #4

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

Recommended By:

Project	District	Funding Source	Project Type	Program Year - County Funding Only				County Totals	By Others	Total Cost	County Share
				2004	2005	2007	2008				
<b>Coastal Districts 1-4</b>											
<b>Major Capital Improvement Program</b>											
<b>Expenses/Cost Estimates</b>											
<b>Major Funding Authorized</b>											
TEA - 21 Funding Available	1	MCP-178		2,227,181	0	1,250,000	1,250,000	0	7,227,181		
	2			2,227,180	0	1,250,000	1,250,000	0	7,227,180		
	3			2,227,181	0	1,250,000	1,250,000	0	7,227,181		
	4			2,227,180	0	1,250,000	1,250,000	0	7,227,180		
<b>Total</b>				9,988,642	0	5,000,000	5,000,000	0	24,596,642		
<b>Throughfare Funding Available</b>											
	1	MCP-178		1,522,836	3,750,000	6,000,000	6,000,000	0	25,272,836		
	2			1,527,840	3,750,000	6,000,000	6,000,000	0	25,272,840		
	3			1,522,839	3,750,000	6,000,000	6,000,000	0	25,272,838		
	4			1,522,840	3,750,000	6,000,000	6,000,000	0	25,272,840		
<b>Total</b>				6,098,355	15,000,000	24,000,000	24,000,000	0	107,841,556		
<b>Major Impact Funding Available</b>											
	1	MCP-184		1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000		
	2			1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000		
	3			1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000		
	4			1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000		
<b>Total</b>				6,666,000	6,666,000	6,666,000	6,666,000	0	38,998,000		
<b>Total Transportation Funding Available</b>											
				21,666,000	21,666,000	31,666,000	31,666,000	0	182,081,000		
<b>Projected Project Costs</b>											
<b>TEA-21 Projects</b>											
	1	MCP-121		3,750,000	964,179	0	0	0	4,714,179	24,725,263	16.0%
	2			0	1,181,837	0	0	0	1,181,837	4,727,428	20.0%
	3			368,500	1,253,745	0	0	0	2,432,245	14,076,746	17.4%
	4			542,673	0	0	0	0	542,673	7,543,508	7.2%
<b>Total</b>				4,861,273	4,400,361	0	0	0	8,861,834	48,076,947	15.5%
<b>Major Impact Projects</b>											
	1			0	0	0	0	0	0	0	0
	2			0	0	0	0	0	0	0	0
	3			0	0	0	0	0	0	0	0
	4			2,000,000	3,000,000	0	0	0	5,000,000	20,000,000	25.0%
<b>Total</b>				2,000,000	3,000,000	0	0	0	5,000,000	20,000,000	25.0%
<b>Throughfare Projects</b>											
	1	MCP-178		0	2,785,221	6,250,000	5,763,291	0	14,798,512	48,451,868	26.0%
	2			3,750,000	2,573,000	5,282,500	0	0	11,605,500	11,605,500	50.0%
	3			3,176,666	1,895,000	2,690,000	0	0	7,121,666	7,121,666	50.8%
	4			2,926,000	2,326,500	3,326,000	0	0	8,682,500	13,529,500	31.3%
<b>Total</b>				9,852,666	9,648,771	28,918,500	5,763,291	0	42,193,228	73,918,324	34.6%
<b>Total Estimated Costs Per Year</b>											
				16,733,839	18,649,152	16,118,500	3,763,291	0	56,084,632	126,096,149	29.2%
<b>Annual Unprogrammed Balance</b>											
				4,912,111	5,016,848	14,147,999	31,666,000	0	113,311,168		
<b>Estimated Administrative Cost Ranges</b>											
<b>Estimated Annual Admin Charges, 5% Annual Inflation</b>											
				2,461,056	3,445,080	3,798,000	3,798,000	4,168,000	4,388,000	25,698,000	16.0%
<b>Same 5% Inflation, Assume 50-50% Cost Sharing</b>											
				1,230,528	1,722,540	1,899,000	1,899,000	2,084,000	2,194,000	12,849,000	5.0%
<b>Estimate Annual Admin Charges, 3% Annual Inflation</b>											
				3,048,000	3,131,000	3,222,000	3,422,000	3,828,000	3,631,000	21,296,000	18.0%
<b>Same 3% Inflation, Assume 50-50% Cost Sharing</b>											
				1,524,000	1,565,500	1,611,000	1,711,000	1,914,500	1,815,500	11,148,000	5.0%
<b>Summary</b>											

Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share
				2004	2005	2006	2007	2008	2009				
ICLP Funding Authorized													
EA - 21 Funding Available													
Transportation Funding Available													
Other Project Funding Available													
Total Transportation Funding Available													
reflected Project Costs													
Amesbury Group 1													
at Lane Rd - SH 2700/Proton to Dallas Hwy	Dallas	MC2P-121	Intersection	2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	5,181,161	250,584	20.0%	
wood Rd @ Lower Lane	Dallas	MC2P-121	Widening	1,522,819	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	21,732,738	2,732,738	20.0%	
Wiley View Ln - Richardson to US 75	Dallas	MC2P-121	Intersection	1,888,500	1,888,500	1,888,500	1,888,500	1,888,500	1,888,500	7,573,500	378,565	20.0%	
Empire Rd - 469 ESt Rd to US 75	Richardson	MC2P-121	Widening	520,801						520,801	2,079,859	20.0%	
				3,519,281						3,519,281	18,944,963	55.0%	
Group - Spring Valley to Decoy													
Wells - Addison Rd to Surveyors	Addicks	MC2P-121	Signal	198,000						198,000	198,000	50.0%	
@ Denton - 41900 to Trinity Mills	Addicks	MC2P-121	New Facility				1,432,812			1,432,812	12,885,308	10.0%	
contour - Ball Line to Trinity Mills	Carrollton	MC2P-121	Reconstructed			2,500,000				2,500,000	2,500,000	50.0%	
woy Lane - Denton Tap to SH 121	Carrollton	MC2P-121	Widening			418,521				418,521	4,250,000	50.0%	
35E - Spur 2400/W Hwy to Spur 462/Story	Coppack	MC2P-121	Widening			1,300,000				1,300,000	8,375,000	15.7%	
East - Royal to Loop 121/Hwy	Dallas	MC2P-121	Frontage Rd	699,000						699,000	2,201,000	20.0%	
@ Collins Blvd - Colwell to Lake Carolyn Hwy	Dallas	MC2P-121	Turn Lane	737,500						737,500	1,875,000	50.0%	
Wing @ Franco Rd	Irving	MC2P-121	New Facility			1,500,000				1,500,000	10,000,000	20.0%	
ing Valley @ Woodlands/Goldmark	Levittown	MC2P-121	New Facility	300,000						300,000	1,800,000	18.7%	
E Lane - Pecos Rd to Jupiter Rd	Richardson	MC2P-121	Intersection	175,000						175,000	175,000	50.0%	
in Gilbert Lane - Interchange Rd to US 75	Richardson	MC2P-121	Intersection	277,721		475,000				752,721	475,000	50.0%	
	Richardson	MC2P-121	Refurb.	209,000		55,479				264,479	348,000	49.1%	
	Richardson	MC2P-121	Turn Lane								200,000	50.0%	
				3,750,000		6,300,000				10,050,000	65,178,877	23.0%	
Need Unprogrammed Budget				1,888,500	1,466,500	1,666,500	2,163,200	7,916,500	7,916,500	22,813,700			

TEA-21 Project cost estimates are the latest, updated by the contractor, submitted to the State. A 50% contingency is included for City of Carrollton projects. All other transportation projects listed must be approved by the State. This cost estimate is based on the latest available information. All other transportation projects listed must be approved by the State. This cost estimate is based on the latest available information. All other transportation projects listed must be approved by the State.

Attachment to Court Order No. <u>Page 3</u>												Public Works
Approved October 17, 2000												94-034-04
Project	City	Funding Source	Project Type	Program Year - County Funding Only					County Totals	By Others	Total Cost	County Share
				2005	2006	2007	2008	2009				
MCP Funding Authorized												
TEA-21 Funding Available		MCPA-121		0	1,250,000	1,250,000	1,250,000	1,250,000				
Through-line Funding Available		MCPA-Thor		3,750,000	5,000,000	9,000,000	5,000,000	5,000,000				
Major Impact Funding Available		MCPA-18		1,688,500	1,688,500	1,688,500	1,688,500	1,688,500				
Total Transportation Funding Available				5,438,500	7,938,500	7,938,500	7,938,500	7,938,500				
Projected Project Costs												
H. 835 Frontage Rds - Kingsley to LaPrade	Garland	MCPA-121	Frontage Rds	1,161,857						4,277,638	5,809,293	20.0%
Washington Lane - W. Leavelle to E. Leavelle	Dallas	MCPA-Thor	P408(a) Bdy	710,000						710,000	1,420,000	50.0%
Southwest Hwy - Cantelero to LaPrade	Garland	MCPA-Thor	Thoroughfare	722,500						722,500	1,445,000	50.0%
Miller Rd. - Cantelero to Garland City Lim	Garland	MCPA-Thor	Thoroughfare	418,000						418,000	836,000	50.0%
Henry Hwy - H. 835 to Carman	Marquette	MCPA-Thor	Thoroughfare	1,750,000						1,750,000	3,500,000	50.0%
Top Rd at Collins Rd	Surryville	MCPA-Thor	Thoroughfare	108,500						108,500	217,000	50.0%
Keaton Rd - Sycamore to US 81	Marquette	MCPA-Thor	Thoroughfare	590,000						590,000	1,180,000	50.0%
Keaton Rd - Ravine to Bell Line	Marquette	MCPA-Thor	Thoroughfare	4,100,000						4,100,000	8,200,000	50.0%
Sanity Club - Wehrst to Commerce	Garland	MCPA-Thor	Thoroughfare	930,000						930,000	1,860,000	50.0%
Stangor/Koehnle - Whitshurst to Actika	Dallas	MCPA-Thor	Thoroughfare	885,000						885,000	1,770,000	50.0%
Est. Estimated Costs per Year				3,750,000	5,282,500	9,282,500	5,282,500	5,282,500		16,332,000	28,120,250	43.9%
Rest Unprogrammed Balance				1,688,500		7,918,500	7,918,500	7,918,500			24,711,643	

TEA-21 Project cost estimates are the least, selected for inclusion, estimates from MCTOOL.  
 A MCA maximum match is assumed for city projects.  
 \* Miller Rd, Whitshurst to Actika  
 \*\* Rest Program for funds authorized by House Bill.



Project	City	Funding Source	Project Type	Program Year - County Funding Only					County Totals	By Others	Total Cost	Cost Share
				2004	2005	2006	2007	2008				
<b>Major Capital Improvement Program</b>												
<b>Funding/Cost Forecast</b>												
MCP Funding Authorized												
TEA - 21 Funding Available		MCP-721		2,227,180	0	1,250,000	1,250,000	1,250,000				
Thoroughfare Funding Available		MCP-721		1,522,640	3,750,000	5,000,000	5,000,000	5,000,000				
Major Impact Funding Available		MCP-721		1,668,500	1,668,500	1,668,500	1,668,500	1,668,500				
Total Transportation Funding Available		MCP-721		5,418,320	5,418,500	7,918,500	7,918,500	7,918,500				
<b>Projected Project Costs</b>												
Zanwood @ Zang Rd	Dallas	MCP-721	Intersections	48,875						74,687	243,282	
H 30 Service Rd - Match to TPA RR Spur	Round Prairie	MCP-721	Service Rd	484,000						8,806,000	7,800,000	
Acorn Creek Pkwy - H 20 to Spur 400	Dallas	MCP-48	Thoroughfare	2,000,000	3,000,000				15,000,000	20,000,000	25.0%	
Hick Rd - S of Danville to Couch (Part)	Dallas	MCP-721	Thoroughfare	934,133					934,133	1,868,266	50.0%	
Mark Rd - S of Danville to Couch (Part)	Duncanville	MCP-721	Thoroughfare	438,664					438,664	877,328	50.0%	
Mark Rd - S of Danville to Couch (Part)	Cedar Hill	MCP-721	Thoroughfare	529,203					529,203	1,058,406	50.0%	
130 MB Frontage Rd - Match to East Line	Spring Prairie	MCP-721	Service Rd	384,000					1,536,000	1,920,000	20.0%	
130 EB Frontage Rd - Back Line to Regional	Grand Prairie	MCP-721	Service Rd	682,000					2,046,000	2,728,000	50.0%	
Central Hill Rd - Widening to Pleasant Run	DeSoto	MCP-721	Thoroughfare	2,085,500					2,085,500	4,171,000	50.0%	
Langston Rd @ Bear Creek Rd	Glenn Heights	MCP-721	Intersections	350,000					350,000	700,000	50.0%	
Langston School Rd - Widened to Back Line	Urich	MCP-721	Thoroughfare			3,258,000			5,605,000	8,763,000	33.2%	
All Estimated Costs per Year				5,478,873	3,994,500	3,308,000			14,310,223	50,798,488	28.4%	
Unprogrammed Balances				462,473	20,890	4,580,505	7,918,500	7,918,500		20,294,177		
<b>TEA-21 Project cost estimates are the latest approved estimates, excluding non-MCP/DR.</b>												
<b>A 50% minimum match is required on any project.</b>												

**FACSIMILE TRANSMISSION COVER SHEET**

**DATE:** 16 Aug 01

**SENT BY:** Debi Campaigne  
DALLAS COUNTY PUBLIC WORKS DEPARTMENT  
411 ELM STREET, 4<sup>TH</sup> FLOOR  
DALLAS, TEXAS 75202  
Phone: 214-653-7151  
Fax: 214-653-6445

**TO:** Angela Washington

**COMPANY:** City of Addison

**FAX NUMBER:** 214.672.2344

**PHONE NO.:** \_\_\_\_\_

**NO. OF PAGES (Inc. Cover Sheet):** 7

**COMMENTS:** Per your request - Call if you  
have any other questions or need  
anything else -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please call 214-653-7151 if there are any difficulties or problems in the transmission of this fax.

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 3, 2002

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Master Agreement Governing Transportation Major Capital Improvement  
Projects**

Dear Steve:

Enclosed please find the finalized Master Agreement Governing Transportation Major Capital Improvement Projects, which I obtained today from Dallas County. I have reviewed it as requested by the County to ensure that no substantive changes were made between the final and the previous draft. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Ken C. Dippel, City Attorney (w/o Enclosure)



# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 3, 2002

Mr. W. Bowen Weems  
Assistant District Attorney  
Criminal District Attorney's Office  
Administration Building, 5<sup>th</sup> Floor  
411 Elm Street, Suite 500  
Dallas, TX 75202

**RE: Master Agreement Governing Transportation Major Capital Improvement  
Projects**

Dear Mr. Weems:

I obtained the Master Capital Improvement Agreement from your office today. As you requested, I have reviewed the document to ensure that there was no change to the content. I am forwarding it to the Town to be placed on the next available council agenda. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

AKW/yjr

c: Mr. Steve Chutchian, w/Town  
Mr. Ken C. Dippel, City Attorney

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 2, 2002

Mr. W. Bowen Weems  
Assistant District Attorney  
Criminal District Attorney's Office  
Administration Building, 5<sup>th</sup> Floor  
411 Elm Street, Suite 500  
Dallas, TX 75202

**RE: Supplemental Agreement to Master Agreement Governing Transportation Major  
Capital Improvement Projects**

Dear Mr. Weems

Enclosed for your review is the Town of Addison's proposed Supplemental Agreement to the Master Agreement Governing Transportation Improvements. As you will note, this Agreement is intended to govern the Arapaho Road Project, which was approved by Dallas County Commissioner's Court Order No. 2000 2117. Please let me know whether this Agreement is satisfactory to the County.

As we discussed, I am ready to pick up the Master Agreement as soon as your supervisor has completed her review. It is our desire to schedule both agreements for council approval as soon as possible. Thank you for your attention to this matter. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela K. Washington".

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Mike Murphy, Town of Addison (w/Enc.)  
Mr. Jim Pierce, Town of Addison (w/Enc.)  
Mr. Steve Chutchian, Town of Addison (w/Enc.)  
Mr. Donald Holzwarth, Dallas County Director of Public Works (w/Enc.)  
Mr. Ken Dippel, City Attorney (w/Enc.)

# DRAFT

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

## SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS ("MASTER AGREEMENT") is made by and between the Town of Addison, Texas, hereinafter called "CITY," and the County of Dallas, Texas, hereinafter called "COUNTY," acting by and through its duly authorized officials, for the purpose of Transportation Improvements on **ARAPAHO ROAD FROM ADDISON ROAD TO SURVEYOR BOULEVARD** inside Dallas County, which is on the North Central Texas Council of Government's Regional Thoroughfare Plan.

### Article I.     INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2002, and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

### Article II.    EFFECTIVE DATE

THIS SUPPLEMENTAL AGREEMENT BECOMES EFFECTIVE WHEN SIGNED BY THE LAST PARTY WHOSE SIGNING MAKES THE RESPECTIVE AGREEMENT FULLY EXECUTED (THE "EFFECTIVE DATE").

### Article III.   THE PARTIES COVENANT AND AGREE AS FOLLOWS:

- A.    CITY shall provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.
- B.    CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.
- C.    CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

- D. CITY shall pay for initial professional services required for scoping, preliminary and primary design, such funds to be reimbursed pursuant to the MASTER AGREEMENT. As City is funding such initial project costs, Paragraph E of Article XI of the MASTER AGREEMENT, requiring City to escrow an amount adequate for such costs, shall not apply to this project.

The Town of Addison, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2002.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2002.

TOWN OF ADDISON

COUNTY OF DALLAS

BY \_\_\_\_\_  
CITY MANAGER

BY \_\_\_\_\_  
COUNTY JUDGE

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA PROJECT NAME: Arapaho Road, Phase III

Date: April 2002

## PAVEMENT AND ALIGNMENT TOPICS

### PAVEMENT SECTION

PAVING DESIGN CRITERIA NCTCOG Standard Specifications for Public Works  
Construction & Town of Addison Standard Construction Specifications

#### ROW WIDTH:

Existing : N/A  
Proposed : 80' Typ.

#### PAVEMENT WIDTH:

Existing: N/A

Proposed: 2 - 22'

No. of lanes proposed: 4

#### PARKWAY:

Proposed Width varies

Proposed Sidewalk Width 4' Minimum

Parkway cross fall slope maximum 2.08%

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? NO

Any deep cuts, high fills? YES - BRIDGE APPROACHES

#### PAVEMENT CROSS FALL

PROPOSED 1/4 in/ft

MINIMUM 1/8 in/ft

MAXIMUM 1/4 in/ft

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

#### VERTICAL GRADE:

MINIMUM 0.5 %

MAXIMUM 6 %

#### CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? N/A

OFFSET FROM CENTER N/A

ON BRAND NEW ALIGNMENT? YES

CRASH CUSHIONS / ATTENUATORS INVOLVED YES \_\_\_\_\_

NO X

RAILROAD CROSSINGS INVOLVED YES X

NO \_\_\_\_\_

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN  
OPTION? YES \_\_\_\_\_

NO X

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

#### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 2,700,000 *Equivalent 18,000 lb single axle loads*

BUS AND HEAVY TRUCK TRAFFIC YES X  
NO \_\_\_\_\_

#### ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS: 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 6"

DESIGN SPEED 45 MPH

POSTED SPEED 40 MPH

#### MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X

NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_

NO X

STANDARD TURN LANE WIDTH 11'

STANDARD NOSE WIDTH 5'

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

#### DRIVEWAYS:

MAXIMUM RESIDENTIAL GRADE N/A

MAXIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 26' B-B

#### SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 20'

PAVEMENT THICKNESS 6" - 8"

COMMERCIAL DRIVEWAY THICKNESS 6"

### DRAINAGE TOPICS

#### STORM SEWER DESIGN CRITERIA:

TxDOT \_\_\_\_\_

CITY X

HYDRO-35 \_\_\_\_\_

TP-40 \_\_\_\_\_

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4'

MINIMUM COVER LATERALS 2'

BRIDGES/BOX CULVERTS INVOLVED YES X  
NO \_\_\_\_\_

100 YEAR FLOOD PLAIN CONSIDERATION 1' FT FREEBOARD



# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

#### PERMITS

COE 404 PERMITS NEEDED

YES \_\_\_\_\_  
NO X

TNRCC 401 PERMIT

YES \_\_\_\_\_  
NO X

CDC PERMIT

YES \_\_\_\_\_  
NO X

EIS

YES \_\_\_\_\_  
NO X

ADA PERMIT

YES X *(If > \$50,000 of pedestrian facilities)*  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.?

YES X  
NO \_\_\_\_\_

#### UTILITIES

LIST OF ALL KNOWN UTILITIES

*TXU gas and electric*

*AT&T*

*Southwestern Bell*

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.? N/A

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?

YES

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering) ?

No

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

ANY UNUSUAL CONSIDERATIONS ? NO

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES? YES X NO \_\_\_\_\_

ANY NON-CONFORMING ISSUES ? YES \_\_\_\_\_  
NO X

R-O-W MAP NEEDED YES X

NO \_\_\_\_\_

FIELD NOTES NEEDED YES X

NO \_\_\_\_\_

R-O-W PLATS NEEDED YES X

NO \_\_\_\_\_

RELOCATION ASSISTANCE INVOLVED YES \_\_\_\_\_

NO X

PARKING/LOSS OF PARKING CONSIDERATIONS YES X

NO \_\_\_\_\_

HISTORICAL SITE CONSIDERATION YES \_\_\_\_\_

NO X

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

#### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

ORDER OF PRECEDENCE OF STANDARDS. NCTCOG Standard Specifications for  
Public Works Construction & Town of Addison Standard Construction Specifications; Addison.

AUXILIARY LANES? NO

PROVISIONS FOR FUTURE WIDENING? NO

LANDSCAPING? YES

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? NO

STAMPED/COLORED CONCRETE? YES

IRRIGATION? YES.

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? Yes

PAVEMENT MARKINGS? Yes.

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? Yes

BUS TURNOUTS? No.

BUS STOPS OR BUS SHELTERS? No.

WATER UTILITY BETTERMENTS?

Minor water line extension.

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

#### PROJECT NAME: Arapaho Road, Phase III

WATER UTILITY RELOC.? Yes

SAN. SEWER BETTERMENTS? NO

SAN. SEWER RELOC.? NO

RETAINING WALLS? Yes  
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? Block Sod on all improved areas.

DRAINAGE IMPROVEMENTS? Install one storm sewer trunk with laterals crossing under from opposite side inlets. Also, utilize velocity dissipaters at outfall end of the two cross-drain 9' x 5' structures.

RR CROSSING IMPROVEMENTS? Yes

GRADE SEPARATIONS? Yes

RAMPS OR CONNECTORS TO TXDOT FACILITIES? NO

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.

The Stone Cottage  
4901 Addison Circle Road

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED? YES X  
NO \_\_\_\_\_

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES N/A  
NO \_\_\_\_\_

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

NEIGHBORHOOD MEETING, REQUIRED

YES N/A  
NO \_\_\_\_\_

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? City lead with County participation

### CONSTRUCTIBILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT ? N/A

# ATTACHMENT B

## RESOLUTION NO. R99-039

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE TECHNICALLY PREFERRED ALIGNMENT FOR ARAPAHO ROAD PHASE II/III.

WHEREAS, the Town desires to further extend Arapaho Road from Addison Road west to Marsh Lane; and

WHEREAS, an engineering report entitled *Alignment Study for Proposed Arapaho Road Extension*, dated January 1999, was prepared for the Town; and

WHEREAS, the Study proposes a Technically Preferred Alignment for Arapaho Road Phase II/III; and

WHEREAS, a depiction of the Technically Proposed Alignment is attached to this Resolution; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

THAT, the City Council does hereby approve the Technically Preferred Alignment for Arapaho Road Phase II/III.

# ATTACHMENT B

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS, this the 27th day of April, 1999.



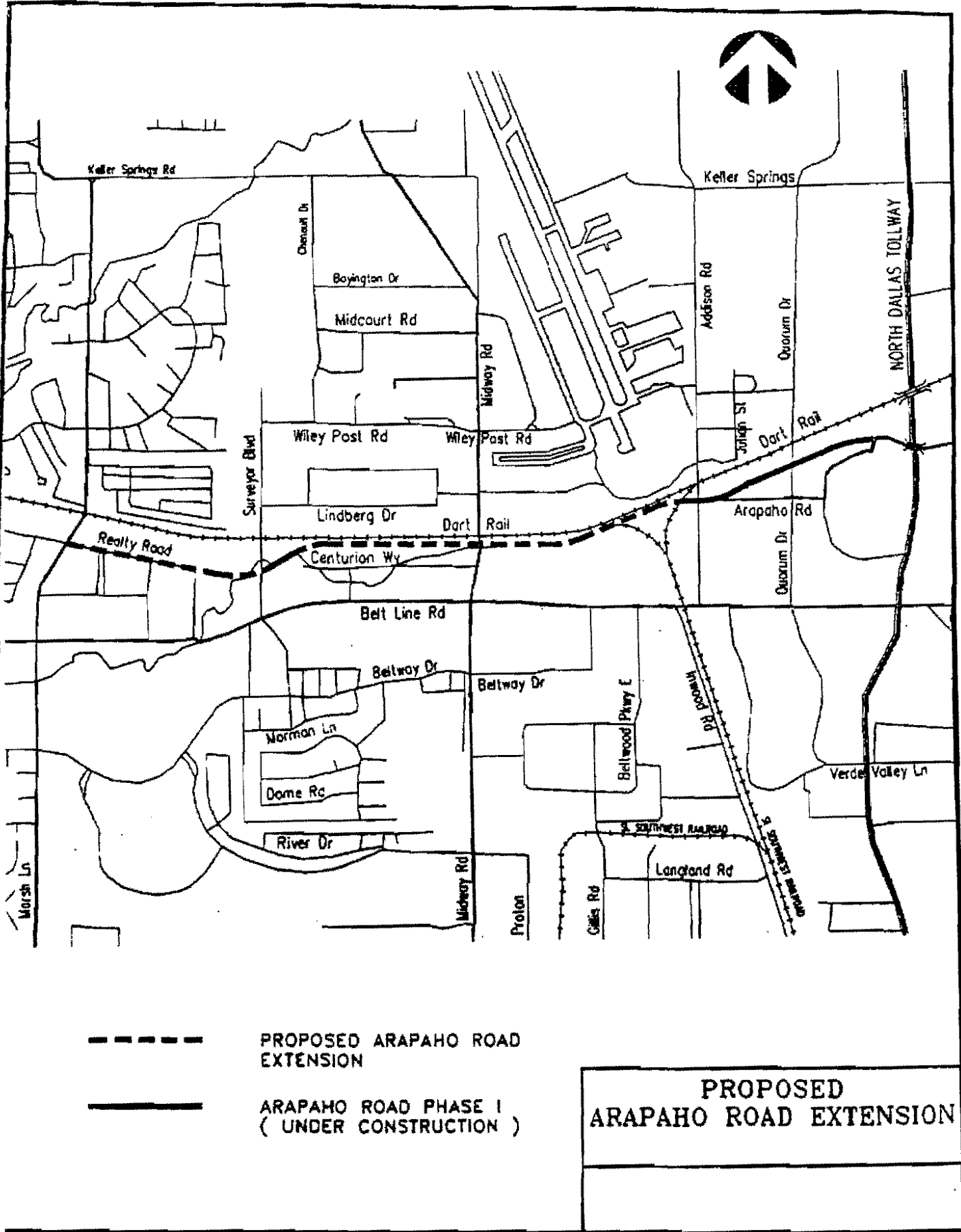
\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Secretary

# ATTACHMENT B





**DRAFT**

*Looks good  
Jim*

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

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

THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS ("MASTER AGREEMENT") is made by and between the Town of Addison, Texas, hereinafter called "CITY," and the County of Dallas, Texas, hereinafter called "COUNTY," acting by and through its duly authorized officials, for the purpose of Transportation Improvements on **ARAPAHO ROAD FROM ADDISON ROAD TO SURVEYOR BOULEVARD** inside Dallas County, which is on the North Central Texas Council of Government's Regional Thoroughfare Plan.

Article I.     INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2002, and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

Article II.    EFFECTIVE DATE

THIS SUPPLEMENTAL AGREEMENT BECOMES EFFECTIVE WHEN SIGNED BY THE LAST PARTY WHOSE SIGNING MAKES THE RESPECTIVE AGREEMENT FULLY EXECUTED (THE "EFFECTIVE DATE").

Article III.   THE PARTIES COVENANT AND AGREE AS FOLLOWS:

- A.    CITY shall provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.
- B.    CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.
- C.    CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

D. CITY shall pay for initial professional services required for scoping, preliminary and primary design, such funds to be reimbursed pursuant to the MASTER AGREEMENT. As City is funding such initial project costs, Paragraph E of Article XI of the MASTER AGREEMENT, requiring City to escrow an amount adequate for such costs, shall not apply to this project.

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The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2002.

TOWN OF ADDISON

COUNTY OF DALLAS

BY \_\_\_\_\_  
CITY MANAGER

BY \_\_\_\_\_  
COUNTY JUDGE

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 25, 2002

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

*Steve -  
I assume  
you will take  
care of this*

*Jim*

**RE: Arapaho Road from Addison Road to Surveyor Boulevard**

Dear Steve:

Enclosed for your review is the draft Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects for the Arapaho Road project. Please give me a call regarding the design and construction criteria, as there is an issue that we must address prior to forwarding the agreement to the county. Also, if you have any questions or changes to the agreement, please let me know.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Jim Pierce (w/Enclosure)  
Mr. Ken Dippel, City Attorney (w/o Enclosure)

# DRAFT

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

## SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

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### Article I.     INCORPORATED DOCUMENTS

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The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2002.

TOWN OF ADDISON

COUNTY OF DALLAS

BY \_\_\_\_\_  
CITY MANAGER

BY \_\_\_\_\_  
COUNTY JUDGE

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA PROJECT NAME: Arapaho Road, Phase III

Date: September 2001

## PAVEMENT AND ALIGNMENT TOPICS

### PAVEMENT SECTION

PAVING DESIGN CRITERIA NCTCOG Standard Specifications for Public Works  
Construction & Town of Addison Standard Construction Specifications

#### ROW WIDTH:

Existing : N/A  
Proposed : 80' Typ.

#### PAVEMENT WIDTH:

Existing: N/A

Proposed: 2 - 22'

No. of lanes proposed: 4 lane divided

#### PARKWAY:

Proposed Width varies

Proposed Sidewalk Width 4' Minimum

Parkway cross fall slope maximum 2.08%

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? NO

Any deep cuts, high fills ? YES - BRIDGE APPROACHES

#### PAVEMENT CROSS FALL

PROPOSED 1/4 in/ft

MINIMUM 1/8 in/ft

MAXIMUM 1/4 in/ft

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#### PROJECT NAME: Arapaho Road, Phase III

VERTICAL GRADE:

MINIMUM 0.5 %

MAXIMUM 6 %

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? N/A

OFFSET FROM CENTER N/A

ON BRAND NEW ALIGNMENT? YES

CRASH CUSHIONS / ATTENUATORS INVOLVED YES       

NO X

RAILROAD CROSSINGS INVOLVED YES X

NO       

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN  
OPTION? YES       

NO X

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#### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 2,700,000 *Equivalent 18,000 lb single axle loads*

BUS AND HEAVY TRUCK TRAFFIC YES X  
NO \_\_\_\_\_

#### ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS: 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 6"

DESIGN SPEED 45 MPH

POSTED SPEED 40 MPH

#### MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X

NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_

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STANDARD TURN LANE WIDTH 11'

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TxDOT \_\_\_\_\_  
CITY X  
HYDRO-35 \_\_\_\_\_  
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COE 404 PERMITS NEEDED

YES \_\_\_\_\_  
NO  X

TNRCC 401 PERMIT

YES \_\_\_\_\_  
NO  X

CDC PERMIT

YES \_\_\_\_\_  
NO  X

EIS

YES \_\_\_\_\_  
NO  X

ADA PERMIT

YES  X  *(If > \$50,000 of pedestrian facilities)*  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.?

YES  X  *(DART)*  
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LIST OF ALL KNOWN UTILITIES

*TXU gas and electric*

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DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?

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R-O-W MAP NEEDED YES X

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FIELD NOTES NEEDED YES X

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R-O-W PLATS NEEDED YES X

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RELOCATION ASSISTANCE INVOLVED YES \_\_\_\_\_

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STAMPED/COLORED CONCRETE? YES

IRRIGATION? YES

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? Yes

PAVEMENT MARKINGS? Yes.

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? Yes

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BUS STOPS OR BUS SHELTERS? No.

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GRADE SEPARATIONS? Yes

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ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

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The Stone Cottage  
4901 Addison Circle Road

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES X  
NO \_\_\_\_\_

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES N/A  
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FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT ?

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## RESOLUTION NO. R99-039

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE TECHNICALLY PREFERRED ALIGNMENT FOR ARAPAHO ROAD PHASE II/III.

WHEREAS, the Town desires to further extend Arapaho Road from Addison Road west to Marsh Lane; and

WHEREAS, an engineering report entitled *Alignment Study for Proposed Arapaho Road Extension*, dated January 1999, was prepared for the Town; and

WHEREAS, the Study proposes a Technically Preferred Alignment for Arapaho Road Phase II/III; and

WHEREAS, a depiction of the Technically Proposed Alignment is attached to this Resolution; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

THAT, the City Council does hereby approve the Technically Preferred Alignment for Arapaho Road Phase II/III.

# ATTACHMENT B

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS, this the 27th day of April, 1999.



\_\_\_\_\_  
Mayor

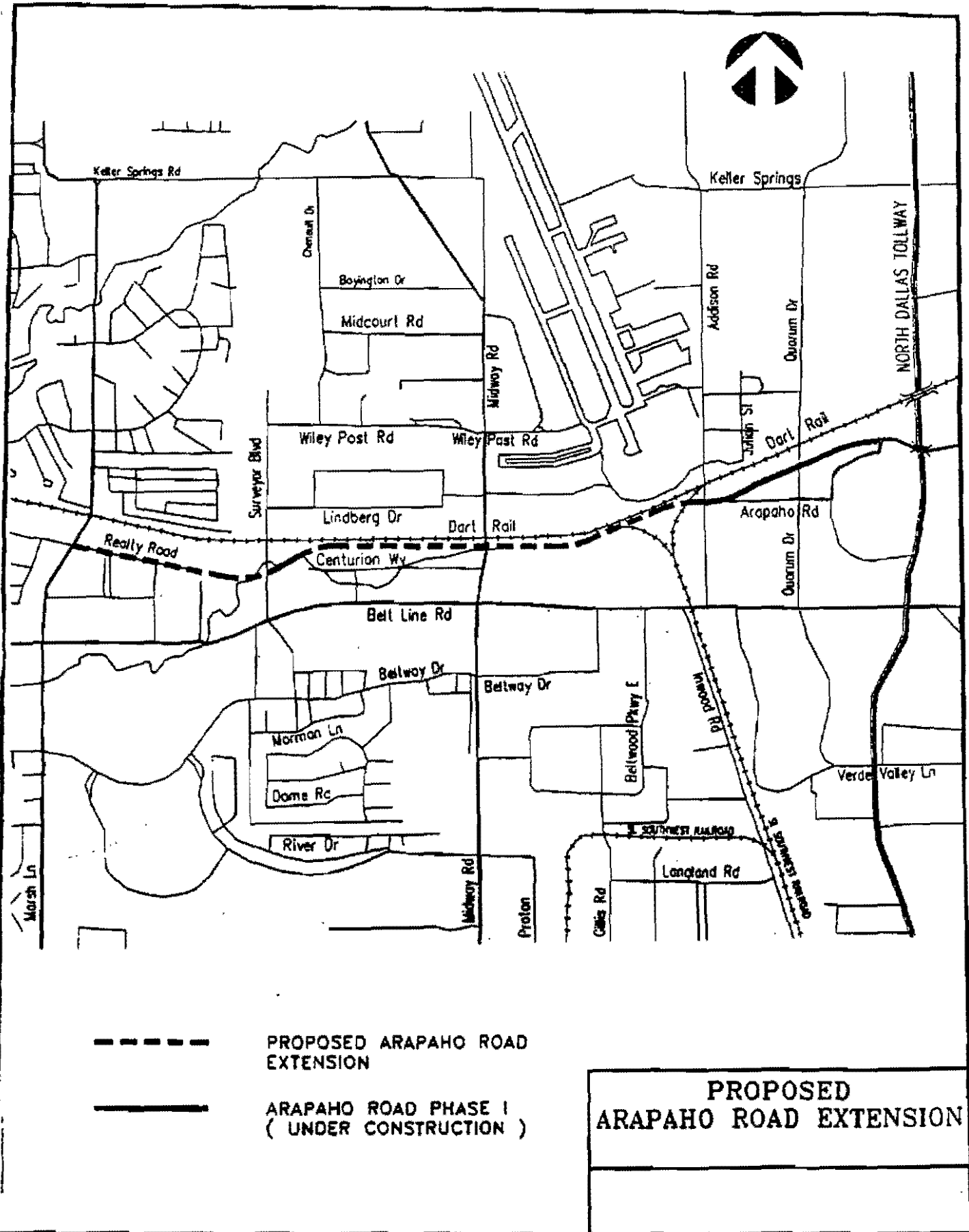
ATTEST:



\_\_\_\_\_  
City Secretary



# ATTACHMENT B



# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 25, 2002

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Arapaho Road from Addison Road to Surveyor Boulevard**

Dear Steve:

Enclosed for your review is the draft Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects for the Arapaho Road project. Please give me a call regarding the design and construction criteria, as there is an issue that we must address prior to forwarding the agreement to the county. Also, if you have any questions or changes to the agreement, please let me know.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Jim Pierce (w/Enclosure)  
Mr. Ken Dippel, City Attorney (w/o Enclosure)

# DRAFT

STATE OF TEXAS           §  
COUNTY OF DALLAS       §

## SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS ("MASTER AGREEMENT") is made by and between the Town of Addison, Texas, hereinafter called "CITY," and the County of Dallas, Texas, hereinafter called "COUNTY," acting by and through its duly authorized officials, for the purpose of Transportation Improvements on **ARAPAHO ROAD FROM ADDISON ROAD TO SURVEYOR BOULEVARD** inside Dallas County, which is on the North Central Texas Council of Government's Regional Thoroughfare Plan.

### Article I.     INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2002, and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

### Article II.    EFFECTIVE DATE

THIS SUPPLEMENTAL AGREEMENT BECOMES EFFECTIVE WHEN SIGNED BY THE LAST PARTY WHOSE SIGNING MAKES THE RESPECTIVE AGREEMENT FULLY EXECUTED (THE "EFFECTIVE DATE").

### Article III.   THE PARTIES COVENANT AND AGREE AS FOLLOWS:

- A.    CITY shall provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.
- B.    CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.
- C.    CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

- D. CITY shall pay for initial professional services required for scoping, preliminary and primary design, such funds to be reimbursed pursuant to the MASTER AGREEMENT. As City is funding such initial project costs, Paragraph E of Article XI of the MASTER AGREEMENT, requiring City to escrow an amount adequate for such costs, shall not apply to this project.

The Town of Addison, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2002.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2002.

TOWN OF ADDISON

COUNTY OF DALLAS

BY \_\_\_\_\_  
CITY MANAGER

BY \_\_\_\_\_  
COUNTY JUDGE

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

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NO X

RAILROAD CROSSINGS INVOLVED YES X

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NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN  
OPTION? YES \_\_\_\_\_

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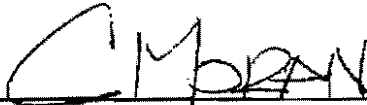
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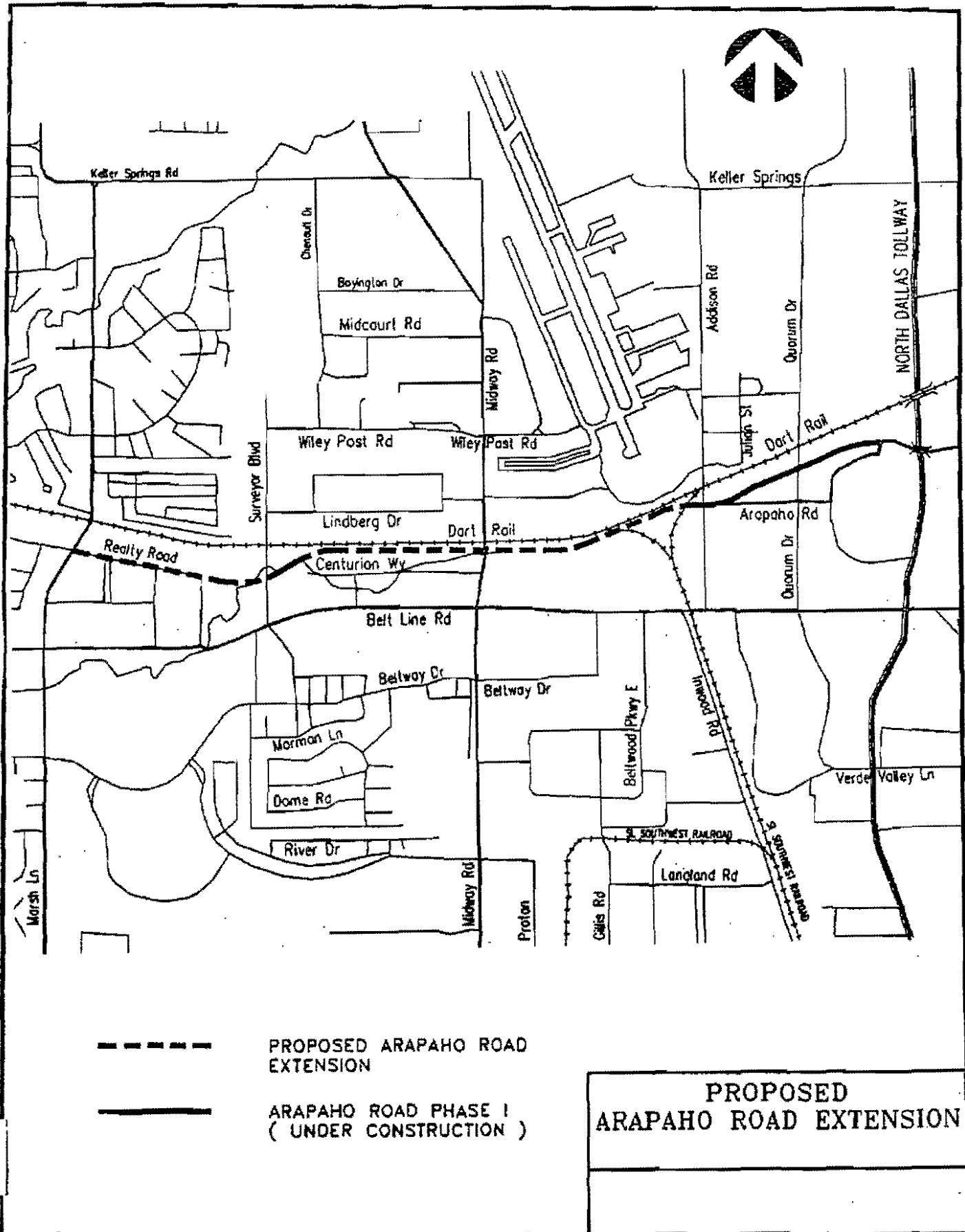
\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Secretary

# ATTACHMENT B





4/26/02

Jim – Angela Washington is ready to forward our Supplemental Agreement to Dallas County, regarding the Arapaho Rd., Phase III project. However, she asked that we look it over one more time and see if it needs any updating, because the original date of preparation is September 2001.

I will be reporting for Jury Duty on Monday, the 29<sup>th</sup>. Could you and Luke look the attached document over and make any revisions to the agreement that are applicable. I can take any changes that you and Luke make and forward them to Angela later in the week. Thanks.

Steve C.

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#### MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X

NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_

NO X

STANDARD TURN LANE WIDTH 11'

STANDARD NOSE WIDTH 5'

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

#### PROJECT NAME: Arapaho Road, Phase III

#### DRIVEWAYS:

MAXIMUM RESIDENTIAL GRADE N/A

MAXIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 26' B-B

#### SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 20'

PAVEMENT THICKNESS 6" - 8"

COMMERCIAL DRIVEWAY THICKNESS 6"

### DRAINAGE TOPICS

#### STORM SEWER DESIGN CRITERIA:

TxDOT \_\_\_\_\_  
CITY X \_\_\_\_\_  
HYDRO-35 \_\_\_\_\_  
TP-40 \_\_\_\_\_

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4'

MINIMUM COVER LATERALS 2'

BRIDGES/BOX CULVERTS INVOLVED YES X  
NO \_\_\_\_\_

100 YEAR FLOOD PLAIN CONSIDERATION 1' FT FREEBOARD

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

PROJECT NAME: Arapaho Road, Phase III

#### PERMITS

COE 404 PERMITS NEEDED

YES \_\_\_\_\_  
NO X

TNRCC 401 PERMIT

YES \_\_\_\_\_  
NO X

CDC PERMIT

YES \_\_\_\_\_  
NO X

EIS

YES \_\_\_\_\_  
NO X

ADA PERMIT

YES X (*If > \$50,000 of pedestrian facilities*)  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.?

YES X (*DART*)  
NO \_\_\_\_\_

#### UTILITIES

LIST OF ALL KNOWN UTILITIES

*TXU gas and electric*

*AT&T*

*Southwestern Bell*

*UP Railroad?  
DGNW?  
Dallas Water Utilities?*

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.? N/A

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?  
YES

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering) ?  
No

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

#### PROJECT NAME: Arapaho Road, Phase III

ANY UNUSUAL CONSIDERATIONS ? NO

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES? YES X NO \_\_\_\_\_

ANY NON-CONFORMING ISSUES ? YES \_\_\_\_\_  
NO X

R-O-W MAP NEEDED YES X

NO \_\_\_\_\_

FIELD NOTES NEEDED YES X

NO \_\_\_\_\_

R-O-W PLATS NEEDED YES X

NO \_\_\_\_\_

RELOCATION ASSISTANCE INVOLVED YES \_\_\_\_\_

NO X

PARKING/LOSS OF PARKING CONSIDERATIONS YES X

NO \_\_\_\_\_

HISTORICAL SITE CONSIDERATION YES \_\_\_\_\_

NO X

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA

#### PROJECT NAME: Arapaho Road, Phase III

#### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

ORDER OF PRECEDENCE OF STANDARDS. NCTCOG Standard Specifications for  
Public Works Construction & Town of Addison Standard Construction Specifications: Addison.

AUXILIARY LANES? NO

PROVISIONS FOR FUTURE WIDENING? NO

LANDSCAPING? YES

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? NO

STAMPED/COLORED CONCRETE? YES

IRRIGATION? YES

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? Yes

PAVEMENT MARKINGS? Yes.

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? Yes

BUS TURNOUTS? No.

BUS STOPS OR BUS SHELTERS? No.

WATER UTILITY BETTERMENTS?  
Minor water line extension.

WATER UTILITY RELOC.? Yes



# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA PROJECT NAME: Arapaho Road, Phase III

SAN. SEWER BETTERMENTS? NO

SAN. SEWER RELOC.? NO

RETAINING WALLS? Yes  
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? Block Sod on all improved areas.

DRAINAGE IMPROVEMENTS? Install only one storm sewer trunk with laterals crossing under from opposite side inlets. Also, utilize velocity dissipaters at outfall end of the two cross-drain structures.

*Twin 4x5 Box culverts ?*

RR CROSSING IMPROVEMENTS? Yes

GRADE SEPARATIONS? ~~Yes~~ @ OK

RAMPS OR CONNECTORS TO TXDOT FACILITIES? NO

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.  
The Stone Cottage  
4901 Addison Circle Road

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES X  
NO \_\_\_\_\_

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES N/A  
NO \_\_\_\_\_

NEIGHBORHOOD MEETING, REQUIRED YES N/A  
NO \_\_\_\_\_

# ATTACHMENT A

## Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### DESIGN AND CONSTRUCTION CRITERIA PROJECT NAME: Arapaho Road, Phase III

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? City lead with County participation

## CONSTRUCTIBILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT ?

## Steve Chutchian

---

**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Tuesday, April 16, 2002 9:08 AM  
**To:** 'schutchian@ci.addison.tx.us'  
**Cc:** jpierce@ci.addison.tx.us; DIPPEL, KEN  
**Subject:** FW: Master Agreement Governing Transportation Improvements

Steve: We are ready, but I am not sure the County is. I received a letter from Bowen Weems on April 2, 2002 (just after Jim sent his e-mail to Don Holzwarth) enclosing a final draft. The letter asked that I call or e-mail him if the document was satisfactory and he would furnish me a final document. Below is my e-mail sent the next day, April 3, 2002, approving the draft and requesting the final document. I have not yet received that document. I have called Mr. Weems and I have left a message this morning. I plan to keep calling today until I get him. I do not know or understand what the hold up is. I will keep you posted.

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

**From:** Washington, Angela  
**Sent:** Wednesday, April 03, 2002 4:08 PM  
**To:** 'Bowen Weems'  
**Cc:** 'jpierce@ci.addison.tx.us'; Steve Chutchian (E-mail); DIPPEL, KEN; dholzwarth@dallascounty.org; SCamarillo@dallascounty.org; 'JFerguson@dallascounty.org'  
**Subject:** Master Agreement Governing Transportation Improvements

Dear Mr. Weems:

Yesterday, April 2, 2002, I received the draft document for the above-referenced agreement. I have reviewed it and it is satisfactory to the Town of Addison. Please forward the final document at your earliest convenience so that we may schedule it on the council's agenda. Thank you for your assistance in this matter.

Sincerely,

Angela K. Washington

LATEST  
VERSION  
2/25/02

STATE OF TEXAS  
  
COUNTY OF DALLAS

§  
§  
§

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

**ARTICLE I. DEFINITIONS: THE FOLLOWING DEFINITIONS ARE INCORPORATED INTO THIS AGREEMENT FOR ALL PURPOSES.**

- a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.
- b) **CITY** shall mean the Town of Addison, County of Dallas, State of Texas.
- c) **COUNTY** shall mean the County of Dallas, State of Texas.
- d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; damage claims; travel expenses incurred specifically to

carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

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

- p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.
- q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.
- s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.
- t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.
- u) **TxDOT** shall mean the Texas Department of Transportation.
- v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.
- w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.
- x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.
- y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all UTILITIES, excluding CITY UTILITIES, whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.
- z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any UTILITY'S Facility adjusted or relocated as a part of the PROJECT as compared to the existing Facility, or

any upgrading of the **UTILITY'S** Facility above the standard practices, devices or materials, specified by the **UTILITY** and customarily used by **CITY** or **UTILITY** on projects solely financed by **CITY** or **UTILITY**. Provided, however, that any upgrading necessary to successfully accomplish the **PROJECT** shall not be considered a **Betterment**, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by **CITY** or **UTILITY**. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "**STANDARD BASIC PROJECT DESIGN**").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

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

## **ARTICLE III. AMENDMENTS**

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

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

### **1. TERMINATION**

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

- (1) By expiration of term of the agreement.
- (2) By mutual written consent and agreement of **COUNTY** and **CITY**.
- (3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any **SUPPLEMENTAL AGREEMENT** or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
- (4) By either party with ninety days written notice to the other party.

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

C. In the event that any **SUPPLEMENTAL AGREEMENT** is terminated prior to completion of the **PROJECT**, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The **LEAD AGENCY**, to the extent permitted,

may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT.

- D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the PROJECT and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the PROJECT. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
- E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.
- F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption
- G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

## 2. **FORCE MAJEURE:**

Neither COUNTY nor CITY shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be



removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

#### **ARTICLE V. INDEMNIFICATION**

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

#### **ARTICLE VI. NOTIFICATION**

**A. WHEN NOTICE IS PERMITTED OR REQUIRED BY THIS MASTER AGREEMENT, IT SHALL BE IN WRITING AND SHALL BE PRESUMED DELIVERED WHEN DELIVERED IN PERSON OR THREE (3) DAYS SUBSEQUENT TO THE DATE PLACED, POSTAGE PREPAID, IN THE U. S. MAIL, CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED AND ADDRESSED TO THE PARTIES AT THE FOLLOWING ADDRESS.**

**B. ALL NOTICES AND CORRESPONDENCE TO COUNTY BY CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DALLAS COUNTY PUBLIC WORKS  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, Suite 400  
Dallas, Texas 75202-3389**

**C. ALL NOTICES AND CORRESPONDENCE FROM COUNTY TO CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DIRECTOR OF PUBLIC WORKS  
TOWN OF ADDISON  
P.O. BOX 9010  
ADDISON, TX 75001-9010**

**D. EITHER PARTY HERETO MAY FROM TIME TO TIME DESIGNATE ANOTHER AND DIFFERENT ADDRESS FOR RECEIPT OF NOTICE BY GIVING WRITTEN NOTICE OF SUCH CHANGE OF ADDRESS TO THE OTHER PARTY.**

#### **ARTICLE VII. CITY COVENANTS AND AGREES AS FOLLOWS:**

- A. To execute the necessary agreements for the implementation of design and construction of the **PROJECTS** mutually agreed upon and incorporated herein by **SUPPLEMENTAL AGREEMENT**.
- B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet **PROJECT** funding for each milestone as specified herein or in a **SUPPLEMENTAL AGREEMENT**.
- C. **CITY** agrees to share the funding of each **PROJECT** with **COUNTY** on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a **SUPPLEMENTAL AGREEMENT** with the following exclusions:

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

- 1. **CITY** owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
- 2. **ROAD** or **STREET AMENITIES** including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the **STANDARD BASIC PROJECT DESIGN**;
- 3. **UTILITY BETTERMENTS** and **ROAD** or **STREET AMENITIES**.
- 4. **CITY PROJECT TEAM** participation or project management (if the **CITY** has **LEAD AGENCY** Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;
- 5. **CITY** Indirect Costs.

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

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

**CITY** hereby grants **COUNTY** authority to enter into eminent domain proceedings within the city limits on specific right-of-way alignments approved by both the **CITY** and **COUNTY** where **COUNTY** is **LEAD AGENCY** or where **COUNTY** by mutual agreement between the parties has the responsibility to acquire the right-of way for the **PROJECT**.

- D. To require all Utilities located within or using the present public right of way on all designated transportation projects within **CITY**'s municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation

Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.

- E.** CITY agrees to fully cooperate on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. ~~Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.~~ Additional PROJECT costs caused or contributed to by non-conforming use determinations, or adoption of or changes to ordinances, or laws or other requirements made by either party subsequent to execution of the SUPPLEMENTAL AGREEMENT for the PROJECT shall be borne in full by the party making such determination, adoption or change. Nothing in this paragraph shall be construed to restrict the CITY's zoning or other police power authority, or to restrict the CITY's Board of Adjustment in the exercise of its authority.
- F.** To the extent allowed by law, including, but not limited to, all contracts, franchise agreements, or other legal means, CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.
- G.** Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.
- H.** To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.
- I.** To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally,

CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

- J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.
- L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.
- M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.
- O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the STANDARD BASIC PROJECT DESIGN and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of STANDARD BASIC PROJECT DESIGN.
- P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a SUPPLEMENTAL AGREEMENT as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the SUPPLEMENTAL AGREEMENT as determined by mutual consent.

## **ARTICLE VIII. UTILITY IMPACTS**

- A. In cases where a UTILITY IS LOCATED IN A PRIVATELY OWNED RIGHT-OF-WAY, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated project, the COUNTY (or CITY if acting as the LEAD AGENCY) will, after submission by utility company of right of way documentation and cost estimates acceptable to the CITY, COUNTY and other STAKEHOLDERS, assign the actual costs for the relocation and/or adjustment of said utility to the PROJECT.

- B. In cases where a UTILITY IN PUBLIC RIGHT-OF-WAY, excluding CITY UTILITIES, occupies any portion of the PROJECT RIGHT-OF-WAY by Texas or Federal Law or by agreement with the CITY that allows or permits the CITY to cause the relocation of the utility for the construction of the project, the CITY shall timely require and enforce the relocation or adjustment requirement at no cost to the project. In the event that the CITY has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. CITY and COUNTY shall use their best efforts and take all steps necessary to insure, that such relocation or adjustment shall not conflict with or delay the PROJECT schedule.

#### **ARTICLE IX. COUNTY AGREES AS FOLLOWS**

- A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.
- B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this **MASTER AGREEMENT** shall be utilized unless otherwise mutually agreed by **SUPPLEMENTAL AGREEMENT**.
- C. To actively participate and provide authorized representation at **PREDESIGN CHARRETTE**, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.
- D. To provide project management of each Project where County is **LEAD AGENCY** from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and **SUPPLEMENTAL AGREEMENTS**.
- E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.
- F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the **PREDESIGN CHARRETTE**, as part of the project schedule.
- G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard

requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

- I. To require all contractors to secure all necessary permits required by CITY on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.
- K. In and for Ten Dollars (\$10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by QuitClaim Deed, all PROJECT related easements acquired by COUNTY to CITY.
- L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

#### **ARTICLE X.        PREDESIGN CHARRETTE**

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

#### **ARTICLE XI.        FUNDING**

- A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of

funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT AND PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.

- B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the PROJECT cost.
- C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.
- E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

## **ARTICLE XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to CITY and COUNTY and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of CITY and the COUNTY that any entity other than CITY or the COUNTY receiving services or

benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

### **ARTICLE XIII. RIGHT OF ENTRY**

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

### **Article XIV. LIST OF PROJECTS**

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

### **ARTICLE XV. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.
- B. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
- E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.



- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.
- G. **Number and Gender.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

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

TOWN OF ADDISON  
COUNTY OF DALLAS, TEXAS

COUNTY OF DALLAS, TEXAS

BY: \_\_\_\_\_  
RON WHITEHEAD, CITY MANAGER

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

BY: \_\_\_\_\_  
Janet Ferguson, Deputy Chief, Civil Section  
Dallas County District Attorney's Office

## Steve Chutchian

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**From:** Washington, Angela [awashington@cowlesthompson.com]  
**Sent:** Wednesday, October 03, 2001 6:09 PM  
**To:** Steve Chutchian (E-mail); 'jpierce@ci.addison.tx.us'; 'dholzwarth@dallascounty.org'; 'arobinson@dallascounty.org'; 'bweems@dallascounty.org'; 'SCamarillo@dallascounty.org'  
**Subject:** Master Agreement Governing Transportation Improvements



Master Agreement

Enclosed is a red-lined draft showing the changes made at our meeting this morning. The language regarding the City granting eminent domain authority to the County is a little different from what we hammered out. Basically, I placed the language we came up with at the end of the sentence instead of at the beginning. If you have any questions or disagreements with the way I phrased the changes, please let me know.

Angela Washington

<<Master Agreement>>

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

**ARTICLE I. DEFINITIONS: THE FOLLOWING DEFINITIONS ARE INCORPORATED INTO THIS AGREEMENT FOR ALL PURPOSES.**

- a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.
- b) **CITY** shall mean the Town of Addison, County of Dallas, State of Texas.
- c) **COUNTY** shall mean the County of Dallas, State of Texas.
- d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved

capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

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

- o) PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.
- p) ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.
- q) RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- r) STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.
- s) SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.
- t) STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.
- u) TxDOT** shall mean the Texas Department of Transportation.
- v) UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.
- w) CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.
- x) UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

- y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES**, **excluding CITY UTILITIES**, whose facilities are located within the limits of the **PROJECT** by virtue of satisfactorily documented pre-existing real property ownership.
- z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any **UTILITY'S** Facility adjusted or relocated as a part of the **PROJECT** as compared to the existing Facility, or any upgrading of the **UTILITY'S** Facility above the standard practices, devices or materials, specified by the **UTILITY** and customarily used by **CITY** or **UTILITY** on projects solely financed by **CITY** or **UTILITY**. Provided, however, that any upgrading necessary to successfully accomplish the **PROJECT** shall not be considered a **Betterment**, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by **CITY** or **UTILITY**. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "**STANDARD BASIC PROJECT DESIGN**").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

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

## **ARTICLE III. AMENDMENTS**

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

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

### **1. TERMINATION**

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

- (1) By expiration of term of the agreement.
- (2) By mutual written consent and agreement of **COUNTY** and **CITY**.
- (3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any **SUPPLEMENTAL AGREEMENT** or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
- (4) By either party with ninety days written notice to the other party.

- B. Should either party terminate this **MASTER AGREEMENT** as herein provided, all existing, fully executed **SUPPLEMENTAL AGREEMENTS** made under this **MASTER AGREEMENT** shall not be terminated and shall automatically incorporate all the provisions of this **MASTER AGREEMENT**.
- C. In the event that any **SUPPLEMENTAL AGREEMENT** is terminated prior to completion of the **PROJECT**, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The **LEAD AGENCY**, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the **PROJECT**, and prepare a final accounting for the **PROJECT**.
- D. If the **PROJECT** is terminated by the **CITY** prior to the award of any construction contract and the **PROJECT** is located within the **CITY** limits, **CITY** shall pay to **COUNTY** the full amount expended by **COUNTY** on the **PROJECT** and **COUNTY** shall transfer to **CITY** its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the **PROJECT**. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
- E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that **PROJECT** cannot be terminated until completion of the construction.
- F. In the event that a **PROJECT** is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the **LEAD AGENCY**, it is agreed that the **PROJECT MANAGER** will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The **LEAD AGENCY** agrees to cooperate with the completing party. The **LEAD AGENCY** will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** **LEAD AGENCY** shall exercise its best efforts to insure a transition of services without interruption.
- G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the **PROJECTS** are complete. All items listed or required in this provision shall be furnished by **LEAD AGENCY** to completing party without additional cost or expense to completing party.

**2. FORCE MAJEURE:**

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

**ARTICLE V. INDEMNIFICATION**

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

**ARTICLE VI. NOTIFICATION**

**A. WHEN NOTICE IS PERMITTED OR REQUIRED BY THIS MASTER AGREEMENT, IT SHALL BE IN WRITING AND SHALL BE PRESUMED DELIVERED WHEN DELIVERED IN PERSON OR THREE (3) DAYS SUBSEQUENT TO THE DATE PLACED, POSTAGE PREPAID, IN THE U. S. MAIL, CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED AND ADDRESSED TO THE PARTIES AT THE FOLLOWING ADDRESS.**

**B. ALL NOTICES AND CORRESPONDENCE TO COUNTY BY CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DALLAS COUNTY PUBLIC WORKS  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, Suite 400  
Dallas, Texas 75202-3389**

**C. ALL NOTICES AND CORRESPONDENCE FROM COUNTY TO CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DIRECTOR OF PUBLIC WORKS  
TOWN OF ADDISON  
P.O. BOX 9010  
ADDISON, TX 75001-9010**



- D. EITHER PARTY HERETO MAY FROM TIME TO TIME DESIGNATE ANOTHER AND DIFFERENT ADDRESS FOR RECEIPT OF NOTICE BY GIVING WRITTEN NOTICE OF SUCH CHANGE OF ADDRESS TO THE OTHER PARTY.**

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

- A. To execute the necessary agreements for the implementation of design and construction of the PROJECTS mutually agreed upon and incorporated herein by SUPPLEMENTAL AGREEMENT.**
- B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet PROJECT funding for each milestone as specified herein or in a SUPPLEMENTAL AGREEMENT.**
- C. CITY agrees to share the funding of each PROJECT with COUNTY on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a SUPPLEMENTAL AGREEMENT with the following exclusions:**

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

1. CITY owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;
3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES;
4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;
5. CITY Indirect Costs.

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

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

CITY hereby grants the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right-of-way alignments as approved by both the CITY and COUNTY where COUNTY is LEAD AGENCY or where COUNTY by mutual agreement between the parties has the responsibility to acquire the right-of-way for the PROJECT.

- D. To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT** or any **SUPPLEMENTAL AGREEMENT**.
- E. CITY agrees to timely schedule and fairly consider issues relating to billboards, advertising signs, non-conforming uses, and zoning and similar restrictions that require action by the governmental body or any administrative body of CITY to avoid delay of PROJECT or increase in PROJECT cost. Additional PROJECT cost caused or contributed to by CITY's failure to timely schedule and consider such matters shall be paid in full by CITY. Additional PROJECT costs caused or contributed to by adoption of or changes to ordinances or laws made by either party subsequent to execution of the SUPPLEMENTAL AGREEMENT for the PROJECT shall be borne in full by the party making such adoption or change.
- F. To the extent allowed by law, CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.
- G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.
- H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed

by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

- I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.
- J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.
- L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.
- M. Provide at CITY'S cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.
- O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN**.
- P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a **SUPPLEMENTAL AGREEMENT** as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the **SUPPLEMENTAL AGREEMENT** as determined by mutual consent.

## **ARTICLE VIII.     UTILITY IMPACTS**

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

#### **ARTICLE IX. COUNTY AGREES AS FOLLOWS**

- A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.
- B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the **EFFECTIVE DATE** of this **MASTER AGREEMENT** shall be utilized unless otherwise mutually agreed by **SUPPLEMENTAL AGREEMENT**.
- C. To actively participate and provide authorized representation at **PREDESIGN CHARRETTE**, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.
- D. To provide project management of each Project where County is **LEAD AGENCY** from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and **SUPPLEMENTAL AGREEMENTS**.
- E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.

- F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.
- G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.
- I. To require all contractors to secure all necessary permits required by CITY on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.
- K. In and for Ten Dollars (\$10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by QuitClaim Deed, all PROJECT related easements acquired by COUNTY to CITY.
- L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

**ARTICLE X.            PREDESIGN CHARRETTE**

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

## **ARTICLE XI.        FUNDING**

- A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT AND PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.
- B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the PROJECT cost.
- C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

- E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

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

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

**ARTICLE XIII. RIGHT OF ENTRY**

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

**Article XIV. LIST OF PROJECTS**

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

**ARTICLE XV. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.
- B. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
  
- E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.
  
- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.
  
- G. **Number and Gender.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
  
- H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

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

BY: \_\_\_\_\_  
**RON WHITEHEAD, CITY MANAGER**

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



TOWN OF ADDISON  
COUNTY OF DALLAS

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

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



**W. BOWEN WEEMS**  
ASSISTANT DISTRICT ATTORNEY  
CRIMINAL DISTRICT ATTORNEY'S OFFICE  
DALLAS COUNTY, TEXAS

ADMINISTRATION BUILDING  
411 ELM STREET  
DALLAS, TEXAS 75202

(214) 653-7358  
FAX: (214) 653-6134  
EMAIL: [bweems@dallascounty.org](mailto:bweems@dallascounty.org)



**DEPARTMENT OF PUBLIC WORKS**  
411 ELM STREET, 3RD FLOOR  
DALLAS, TEXAS 75202

SELAS CAMARILLO, P.E., R.P.L.S.  
ASSISTANT DIRECTOR-PROPERTY DIVISION  
EMAIL: [SCamarillo@dallascounty.org](mailto:SCamarillo@dallascounty.org)

PHONE: (214) 653-6400  
FAX: (214) 653-6517

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

August 31, 2001

Mr. John Dahill  
Dallas County District Attorney's Office  
Civil Division  
433 N. Industrial Blvd.  
Lock Box 19  
Dallas, Texas 75207

**RE: Master Agreement Governing Transportation Major Capital Improvement Projects  
Town of Addison**

Dear Mr. Dahill:

As we discussed, I have prepared a redlined draft of suggested changes to the Master Agreement Governing Transportation Major Capital Improvement Projects. It is enclosed along with a clean copy of same. Please let me know if the changes are acceptable to you. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c: ✓ Mr. Steve Chutchian, w/Town  
Mr. Ken C. Dippel, City Attorney w/firm

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

**ARTICLE I. DEFINITIONS: THE FOLLOWING DEFINITIONS ARE INCORPORATED INTO THIS AGREEMENT FOR ALL PURPOSES.**

- a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.
- b) **CITY** shall mean the Town of Addison, County of Dallas, State of Texas.
- c) **COUNTY** shall mean the County of Dallas, State of Texas.
- d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved

capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

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

- o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.
- p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.
- q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.
- s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.
- t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.
- u) **TxDOT** shall mean the Texas Department of Transportation.
- v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.
- w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.
- x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

- y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES**, excluding **CITY UTILITIES**, whose facilities are located within the limits of the **PROJECT** by virtue of satisfactorily documented pre-existing real property ownership.
- z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any **UTILITY'S** Facility adjusted or relocated as a part of the **PROJECT** as compared to the existing Facility, or any upgrading of the **UTILITY'S** Facility above the standard practices, devices or materials, specified by the **UTILITY** and customarily used by **CITY** or **UTILITY** on projects solely financed by **CITY** or **UTILITY**. Provided, however, that any upgrading necessary to successfully accomplish the **PROJECT** shall not be considered a **Betterment**, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by **CITY** or **UTILITY**. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "**STANDARD BASIC PROJECT DESIGN**").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

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

## **ARTICLE III. AMENDMENTS**

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

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

### **1. TERMINATION**

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

- (1) By expiration of term of the agreement.
- (2) By mutual written consent and agreement of **COUNTY** and **CITY**.
- (3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any **SUPPLEMENTAL AGREEMENT** or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
- (4) By either party with ninety days written notice to the other party.

- B. Should either party terminate this **MASTER AGREEMENT** as herein provided, all existing, fully executed **SUPPLEMENTAL AGREEMENTS** made under this **MASTER AGREEMENT** shall not be terminated and shall automatically incorporate all the provisions of this **MASTER AGREEMENT**.
- C. In the event that any **SUPPLEMENTAL AGREEMENT** is terminated prior to completion of the **PROJECT**, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The **LEAD AGENCY**, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the **PROJECT**, and prepare a final accounting for the **PROJECT**.
- D. If the **PROJECT** is terminated by the **CITY** prior to the award of any construction contract and the **PROJECT** is located within the **CITY** limits, **CITY** shall pay to **COUNTY** the full amount expended by **COUNTY** on the **PROJECT** and **COUNTY** shall transfer to **CITY** its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the **PROJECT**. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
- E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that **PROJECT** cannot be terminated until completion of the construction.
- F. In the event that a **PROJECT** is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the **LEAD AGENCY**, it is agreed that the **PROJECT MANAGER** will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The **LEAD AGENCY** agrees to cooperate with the completing party. The **LEAD AGENCY** will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** **LEAD AGENCY** shall exercise its best efforts to insure a transition of services without interruption
- G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the **PROJECTS** are complete. All items listed or required in this provision shall be furnished by **LEAD AGENCY** to completing party without additional cost or expense to completing party.



**2. FORCE MAJEURE:**

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

**ARTICLE V. INDEMNIFICATION**

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

**ARTICLE VI. NOTIFICATION**

- A. WHEN NOTICE IS PERMITTED OR REQUIRED BY THIS MASTER AGREEMENT, IT SHALL BE IN WRITING AND SHALL BE PRESUMED DELIVERED WHEN DELIVERED IN PERSON OR THREE (3) DAYS SUBSEQUENT TO THE DATE PLACED, POSTAGE PREPAID, IN THE U. S. MAIL, CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED AND ADDRESSED TO THE PARTIES AT THE FOLLOWING ADDRESS.**
- B. ALL NOTICES AND CORRESPONDENCE TO COUNTY BY CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DALLAS COUNTY PUBLIC WORKS  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, Suite 400  
Dallas, Texas 75202-3389**

**C. ALL NOTICES AND CORRESPONDENCE FROM COUNTY TO CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DIRECTOR OF PUBLIC WORKS**  
**TOWN OF ADDISON**  
**P.O. BOX 9010**  
**ADDISON, TX 75001-9010**

**D. EITHER PARTY HERETO MAY FROM TIME TO TIME DESIGNATE ANOTHER AND DIFFERENT ADDRESS FOR RECEIPT OF NOTICE BY GIVING WRITTEN NOTICE OF SUCH CHANGE OF ADDRESS TO THE OTHER PARTY.**

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

- A. To execute the necessary agreements for the implementation of design and construction of the **PROJECTS** mutually agreed upon and incorporated herein by **SUPPLEMENTAL AGREEMENT**.**
- B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet **PROJECT** funding for each milestone as specified herein or in a **SUPPLEMENTAL AGREEMENT**.**
- C. CITY agrees to share the funding of each **PROJECT** with **COUNTY** on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a **SUPPLEMENTAL AGREEMENT** with the following exclusions:**

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

- 1. CITY owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
- 2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;
- 3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES;
- 4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;
- 5. CITY Indirect Costs.

When mutual written agreement has been reached as to **PROJECT** limits by **COUNTY** and **CITY** at the Predesign Charrette, City agrees to acquire right-of-way required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that legally required setbacks are adhered to in order to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected

to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

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

CITY hereby agrees that it will consider granting the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right of way alignment as approved by the CITY and COUNTY.

- D. To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT** or any **SUPPLEMENTAL AGREEMENT**.
- E. CITY agrees to timely schedule and consider issues relating to billboards, advertising signs, non-conforming uses, and zoning and similar restrictions that require action by the governmental body or any administrative body of CITY to avoid delay of PROJECT or increase in PROJECT cost. Additional PROJECT cost caused or contributed to by CITY's failure to timely schedule and consider such matters shall be paid in full by CITY.
- F. To the extent allowed by law, CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.
- G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

- H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.
- I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.
- J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.
- L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.
- M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.
- O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN** .
- P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a **SUPPLEMENTAL AGREEMENT** as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the **SUPPLEMENTAL AGREEMENT** as determined by mutual consent.

## **ARTICLE VIII. UTILITY IMPACTS**

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

## **ARTICLE IX. COUNTY AGREES AS FOLLOWS**

- A. To provide as a **PROJECT** Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the **CITY** for approval, prior to proceeding with the final design and any right of way acquisition.
- B. To provide as a **PROJECT** Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable **CITY** ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of **CITY** standards and/or design criteria shall require prior approval of **CITY**. Where **CITY** standards do not exist, **TxDOT** standards as of the **EFFECTIVE DATE** of this **MASTER AGREEMENT** shall be utilized unless otherwise mutually agreed by **SUPPLEMENTAL AGREEMENT**.
- C. To actively participate and provide authorized representation at **PREDESIGN CHARRETTE**, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.
- D. To provide project management of each Project where County is **LEAD AGENCY** from commencement to completion of construction. **CITY** and **COUNTY** may further agree by mutual consent to redefine project management roles as beneficial to the **PROJECT** as defined in the **MOA** and **SUPPLEMENTAL AGREEMENTS**.

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

**ARTICLE X.            PREDESIGN CHARRETTE**

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

- C. At the conclusion of the Predesign Charrette a **SUPPLEMENTAL AGREEMENT** shall be produced which outlines the identified roles and scope for the Project.

## **ARTICLE XI.        FUNDING**

- A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT AND PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.
- B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the PROJECT cost.
- C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

- D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.
- E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

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

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

**ARTICLE XIII. RIGHT OF ENTRY**

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

**Article XIV. LIST OF PROJECTS**

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

**ARTICLE XV. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.
- B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.



- C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
- E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.
- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.
- G. **Number and Gender.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Article XVI. SUPPLEMENTAL AGREEMENTS BETWEEN COUNTY AND CITY**

With the COUNTY'S adoption of Court Order No. 2000-2117 (the "County Order"), the COUNTY has approved certain PROJECTS located within the CITY (the "City Projects"). It is anticipated by this Agreement, that the CITY will proceed with the funding, design, and construction of the City Projects, and that the COUNTY will reimburse the City a percentage of the design and construction costs as set forth in the County Order, not to exceed the maximum amounts shown therein, unless otherwise agreed by SUPPLEMENTAL AGREEMENT between the parties. Any SUPPLEMENTAL AGREEMENT shall reflect such reimbursement and such other terms and conditions as the parties may agree upon.

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

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

TOWN OF ADDISON  
COUNTY OF DALLAS

BY: \_\_\_\_\_  
**RON WHITEHEAD, CITY MANAGER**

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

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



**DEPARTMENT OF PUBLIC WORKS**

411 ELM STREET, 3RD FLOOR  
DALLAS, TEXAS 75202

SELAS CAMARILLO, P.E., R.P.L.S.  
ASSISTANT DIRECTOR-PROPERTY DIVISION  
EMAIL: SCamarillo@dallascounty.org

PHONE: (214) 653-6400  
FAX: (214) 653-6517



**W. BOWEN WEEMS**

ASSISTANT DISTRICT ATTORNEY  
CRIMINAL DISTRICT ATTORNEY'S OFFICE  
DALLAS COUNTY, TEXAS

ADMINISTRATION BUILDING  
411 ELM STREET  
DALLAS, TEXAS 75202

(214) 653-7358  
FAX: (214) 653-6134  
EMAIL: bweems@dallascounty.org



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

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

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

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

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

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

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

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

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

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

#### **Mission Statement:**

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

#### **Vision Statement:**

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

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

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

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

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

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

#### **STRATEGIC GOALS**

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

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

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

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

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

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

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

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

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

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

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

## STRATEGIC OBJECTIVES

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

### GOAL #1 REVOLUTIONIZE EFFECTIVENESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### GOAL #2 LEVERAGE TECHNOLOGY:

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

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

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

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

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

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

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

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

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

### GOAL #3 REVITALIZE PARTNERSHIPS:

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

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

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

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

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

(Continued on opposite page)



STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

**ARTICLE I. DEFINITIONS: THE FOLLOWING DEFINITIONS ARE INCORPORATED INTO THIS AGREEMENT FOR ALL PURPOSES.**

- a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.
- b) **CITY** shall mean the TownCity of Addison \_\_\_\_\_, County of Dallas, State of Texas.
- c) **COUNTY** shall mean the County of Dallas, State of Texas.
- d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved

capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

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



- o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.
- p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.
- q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.
- s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.
- t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.
- u) **TxDOT** shall mean the Texas Department of Transportation.
- v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.
- w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.
- x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

- y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES**, excluding **CITY UTILITIES**, whose facilities are located within the limits of the **PROJECT** by virtue of satisfactorily documented pre-existing real property ownership.
- z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any **UTILITY'S** Facility adjusted or relocated as a part of the **PROJECT** as compared to the existing Facility, or any upgrading of the **UTILITY'S** Facility above the standard practices, devices or materials, specified by the **UTILITY** and customarily used by **CITY** or **UTILITY** on projects solely financed by **CITY** or **UTILITY**. Provided, however, that any upgrading necessary to successfully accomplish the **PROJECT** shall not be considered a **Betterment**, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by **CITY** or **UTILITY**. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "**STANDARD BASIC PROJECT DESIGN**").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

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

## **ARTICLE III. AMENDMENTS**

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

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

### **1. TERMINATION**

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

- a)(1) By expiration of term of the agreement.
- b)(2) By mutual written consent and agreement of **COUNTY** and **CITY**.
- e)(3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any **SUPPLEMENTAL AGREEMENT** or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
- d)(4) By either party with ninety days written notice to the other party.

- B. Should either party terminate this **MASTER AGREEMENT** as herein provided, all existing, fully executed **SUPPLEMENTAL AGREEMENTS** made under this **MASTER AGREEMENT** shall not be terminated and shall automatically incorporate all the provisions of this **MASTER AGREEMENT**.
- C. In the event that any **SUPPLEMENTAL AGREEMENT** is terminated prior to completion of the PROJECT, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The LEAD AGENCY, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT.
- D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the PROJECTproject and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the PROJECT. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
- E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.
- F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption
- G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

**2. FORCE MAJEURE:**

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

**ARTICLE V. INDEMNIFICATION**

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

**ARTICLE VI. NOTIFICATION**

**A. WHEN NOTICE IS PERMITTED OR REQUIRED BY THIS MASTER AGREEMENT, IT SHALL BE IN WRITING AND SHALL BE PRESUMED DELIVERED WHEN DELIVERED IN PERSON OR THREE (3) DAYS SUBSEQUENT TO THE DATE PLACED, POSTAGE PREPAID, IN THE U. S. MAIL, CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED AND ADDRESSED TO THE PARTIES AT THE FOLLOWING ADDRESS.**

**B. ALL NOTICES AND CORRESPONDENCE TO COUNTY BY CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DALLAS COUNTY PUBLIC WORKS  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, Suite 400  
Dallas, Texas 75202-3389**

- C. ALL NOTICES AND CORRESPONDENCE FROM COUNTY TO CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS: \_\_\_\_\_ [TITLE OF APPROPRIATE CITY OFFICIAL]**

DIRECTOR OF PUBLIC WORKS  
TOWN OF ADDISON  
P.O. BOX 9010  
ADDISON, TX 75001-9010

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

- D. EITHER PARTY HERETO MAY FROM TIME TO TIME DESIGNATE ANOTHER AND DIFFERENT ADDRESS FOR RECEIPT OF NOTICE BY GIVING WRITTEN NOTICE OF SUCH CHANGE OF ADDRESS TO THE OTHER PARTY.**

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

- A.** To execute the necessary agreements for the implementation of design and construction of the **PROJECTS** mutually agreed upon and incorporated herein by **SUPPLEMENTAL AGREEMENT**.
- B.** Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet **PROJECT** funding for each milestone as specified herein or in a **SUPPLEMENTAL AGREEMENT**.
- C.** **CITY** agrees to share the funding of each **PROJECT** with **COUNTY** on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a **SUPPLEMENTAL AGREEMENT** with the following exclusions:

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

1. **CITY** owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
2. **ROAD** or **STREET AMENITIES** including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the **STANDARD BASIC PROJECT DESIGN**;
3. **UTILITY BETTERMENTS** and **ROAD** or **STREET AMENITIES**;
4. **CITY PROJECT TEAM** participation or project management (if the **CITY** has **LEAD AGENCY** Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;
5. **CITY** Indirect Costs.

When mutual written agreement has been reached as to **PROJECT** limits by **COUNTY** and **CITY** at the Predesign Charrette, City agrees to acquire right-of-way required for

designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that legally required setbacks are adhered to in order ~~setback requirements are imposed~~ to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

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

CITY hereby agrees that it will consider granting~~grants~~ the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right of way alignment as approved by the CITY and COUNTY.

- D. ~~D.~~—To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT** or any SUPPLEMENTAL AGREEMENT.
- E. CITY agrees to timely schedule and consider~~be cooperative~~ on issues relating to billboards, advertising signs, non-conforming uses, and zoning and similar restrictions that require action by the governmental body or any administrative body of CITY to avoid~~and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT or increase in PROJECT cost~~. Additional PROJECT cost caused or contributed to by CITY's failure to timely schedule and consider such matters~~ordinance, zoning, non-conforming use determination or other requirement~~ shall be paid in full by CITY.
- F. To the extent allowed by law, CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.
- G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any

BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

- H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.
- I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.
- J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.
- L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.
- M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.
- O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN**.



- P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a **SUPPLEMENTAL AGREEMENT** as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the **SUPPLEMENTAL AGREEMENT** as determined by mutual consent.

#### **ARTICLE VIII. UTILITY IMPACTS**

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

#### **ARTICLE IX. COUNTY AGREES AS FOLLOWS**

- A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.
- B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this **MASTER AGREEMENT** shall be utilized unless otherwise mutually agreed by **SUPPLEMENTAL AGREEMENT**.
- ~~A~~.C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE , preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.



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

**ARTICLE X. PREDESIGN CHARRETTE**

- A. CITY and COUNTY, as specified in Articles VII and IX, respectively, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the PROJECT site.

- B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette .
- C. At the conclusion of the Predesign Charrette a **SUPPLEMENTAL AGREEMENT** shall be produced which outlines the identified roles and scope for the Project.

## **ARTICLE XI.        FUNDING**

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

PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

- D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.
- E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

#### **ARTICLE XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT**

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

#### **ARTICLE XIII. RIGHT OF ENTRY**

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

#### **Article XIV. LIST OF PROJECTS**

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

#### **ARTICLE XV. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

- B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
- E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.
- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.
- G. **Number and Gender.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Article XVI. SUPPLEMENTAL AGREEMENTS BETWEEN COUNTY AND CITY**

With the COUNTY'S adoption of Court Order No. 2000-2117 (the "County Order"), the COUNTY has approved certain PROJECTS located within the CITY (the "City Projects"). It is anticipated by this Agreement, that the CITY will proceed with the funding, design, and construction of the City Projects, and that the COUNTY will reimburse the City a percentage of the design and construction costs as set forth in the County Order, not to exceed the maximum amounts shown therein, unless otherwise agreed by SUPPLEMENTAL AGREEMENT between the parties. Any SUPPLEMENTAL AGREEMENT shall reflect such reimbursement and such other terms and conditions as the parties may agree upon.

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

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

TOWNCITY OF ADDISON \_\_\_\_\_  
COUNTY OF DALLAS

BY: \_\_\_\_\_  
**RON WHITEHEAD, CITY MANAGER**

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

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTEST:**  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY SECRETARY ~~ATTORNEY~~**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

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

## Steve Chutchian

---

**From:** Richard Mason [RMASON3@dot.state.tx.us]  
**Sent:** Thursday, June 21, 2001 4:20 PM  
**To:** sbccitymgr@aol.com; Jim.sparks@cedarhilltx.com; SCHutchian@ci.addison.tx.us; msukup@ci.allen.tx.us; Mainst@ci.corsicana.tx.us; Le21367@ci.dallas.tx.us; Mhellma@ci.dallas.tx.us; PChacko@ci.dallas.tx.us; Mrapp@ci.desoto.tx.us; Parks@ci.frisco.tx.us; Nmontgom@ci.garland.tx.us; Jcline@ci.irving.tx.us; Cjanskey@ci.rowlett.tx.us; Fherring@cityoflewisville.com; Al.johnson@cor.gov; Walter.ragsdale@cor.gov; Cbush@dart.org; Wierzens@dart.org; MSims@dfwinfo.com; Phaigh@dot.state.tx.us; Cfarog@gptx.org; Kunkart@gptx.org; Tchan@gptx.org; Dslayton@highlandvillage.org; Acalvin@mail.ci.dallas.tx.us; Sholyoa@mail.ci.dallas.tx.us; ahendrix@pbw.ci.dallas.tx.us; Mayala@pbw.ci.dallas.tx.us; pmsummer@pbw.ci.dallas.tx.us; Jchambers@waxahachie.com  
**Subject:** Dallas District 2001 Call Nominations List: June 21, 2001



June 19, 2001

NominationsEmail...

On behalf of the Dallas District of The Texas Department of Transportation, I want to express my appreciation for the hard work which is deeply evident in the nominations which you have submitted for the 2001 Call of the TEA-21 State Transportation Enhancement Program.

It has been expected that there would be about \$150 Million Dollars available statewide for funding the applications in this call.

The attached list is being made available to the applicants, so that you may gain a sense of the circumstances that we are in (When you open the attachment, Print request for pages 1 to 3 only, not ALL).

The Dallas District received 43 nominations, requesting \$90.6 Million Dollars in Federal Funds. If all nominations were funded, the Dallas District would have absorbed 60% of the entire statewide funds available. This is most unlikely to occur.

I will be providing Austin with the District's recommendation, on the priorities of the projects submitted, that would provide us with the 'best return on the investment'.

I have an unofficial, informal request to those applicants that submitted more than one nomination. Due to the Volume and Dollar amounts requested, it would be of value to me (if you elected to) for you to e-mail me a ranking of which of your multiple nominations really matter to you, by the first of July. The City of Dallas & their Park Department was expected to submit multiple nominations and they have provided me with a ranking preference with their submittals. Since so many other multiple nominations have been made, I wanted to offer the rest of you, the opportunity to give me guidance in evaluating the selections.

I understand that all of the nominations are seen by their applicants as being valid and worthy projects. But the facts of the matter is that there is no way that we, TxDOT, are going to be able to fund all of these requests. I would like to, I want to, but looking at the sheer numbers tell me that if this is ONE District out of 25 Districts, there is going to be a major 'traffic jam' when Austin tries to decide the 'finalists'. Any help that you can give me, will help us all.

I cannot guarantee any one's preferences, but if you do have a clear sense of your critical needs, I can make the District recommendation with this 'information' in mind.

As far as the nominations evaluations, beginning in July, if questions are raised by the review teams regarding your application, Austin will be following up with their inquiries going directly to you, and copying me on the inquiries.

Again, I thank you and your staff for all the extremely good work which you have performed. This has made my job both better and harder.

Yours,

Richard C. Mason

TxDOT Dallas District Transportation Enhancement Coordinator

\*\*\* This email was scanned for malicious content \*\*\*

\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*

Status: 06/20/01

June, 2001

**TXDOT State Enhancement Transportation Program (STEP) Dallas District  
2001 Call Nomination Applications received by June 18, 2001**

Richard C. Mason, ASLA District Enhancement Coordinator, Phone: 214-320-6686, Fax: 214-320-4470, E-Mail: rmason3@dot.state.tx.us

Nomination Name Alphabetized Received by 06-18-01	NCTCOG TIP Issued Yes-Y No-N No Need-X	District County Location	Award \$\$\$ Requested Federal \$\$\$	Local Match & In-Kind \$\$\$	Total \$\$ Value Project	District Tech. Ranking	Comments: All Local Matches are given to be at 20%, unless noted below. See Project Nominations for specific details.
Addison Beltline Rd Streetscape	Y	Dallas	1,595,000	398,750	1,993,750		
Allen UP RR ROW	N	Collin	2,342,400	585,600	2,928,000		
Allen Ped.Bridge Rehab.	N	Collin	274,080	68,520	342,600		
Allen RR Water Station	N	Collin	1,306,080	326,520	1,632,600		
Cedar Hill-Mansfield Bike Lanes	Y	Dallas	609,088	152,272	761,360		
Corsiana Vistor's Center	X	Navarro	683,851	170,963	854,814		
Corsiana Streetscape	X	Navarro	1,221,168	305,292	1,526,460		
City of Dallas (COD): GarlandRd.	Y	Dallas	1,137,600	284,400	1,422,000		
COD-Katy Trail:White Rock Sta.	Y	Dallas	3,849,600	962,400	4,812,000		
COD-LBJ/Skil Ped Bridge	Y	Dallas	1,324,690	331,172	1,655,862		
COD-MATA Trolley Extension	Y	Dallas	3,679,316	4,235,764	7,915,080		1,623,788 Fed Funds available. Local Match : 33%
COD-Mountain View Trail	Y	Dallas	2,876,160	719,040	3,595,200		
COD-NW/Bachman Ped. Bridge	Y	Dallas	978,048	244,512	1,222,560		
COD-Santa Fe Trestle Bridge	Y	Dallas	2,875,200	718,800	3,594,000		
COD-SprVy/Coit Ped Amenities	Y	Dallas	582,240	145,560	727,800		
COD-Tension Trail/VeloWay	Y	Dallas	2,257,920	564,480	2,822,400		
COD ParkDpt-Northaven Trail	Y	Dallas	4,554,990	1,138,748	5,693,738		
<b>Grand Totals:</b>			<b>32,147,431</b>	<b>11,352,793</b>	<b>43,500,224</b>		

Projects deselected:

Projects to be Selected:

2001 5th Call STEP Project Percentage Distribution:

0.0%	00	Projects Finished	0
0.0%	00	Projects Let for construction	32,147,431
0.0%	00	Projects Signed, design in progress	
0.0%	00	Projects Signed, but on hold or delayed	
0.0%	00	Projects withdrawn, killed	
0.0%	00	Project Contracts still in development	
0.0%	17	Projects Nominated, Not yet awarded	
0.0%	17	Total STEP Projects Nominated:	32,147,431

City of Allen, Texas submitted 3 applications, requesting federal funds for \$3,922,560, which were conditionally accepted because they are lacking TIP certifications, approved by NCTCOG, as required by STEP regulations.



Status:06/20/01

**TXDOT State Enhancement Transportation Program (STEP) Dallas District  
2001 Call Nomination Applications received by June 18, 2001**

Richard C. Mason, ASLA District Enhancement Coordinator, Phone: 214-320-6686

Nomination Name Alphabetized Received by 06-18-01	NCTCOG TIP Issued Yes-Y No-N	District County Location	Award \$\$\$		Local Match & In-Kind \$\$\$	Total \$\$ Value Project	District Tech. Ranking	Comments:
			Requested Federal \$\$	Local Match & In-Kind \$\$\$				
	No Need-X							
COD ParkDpt-Parry Gate Resto.	Y	Dallas	4,376,467	875,293	5,251,760			
COD ParkDpt-Runyon Cr. Trail	Y	Dallas	1,325,112	331,278	1,656,390			
COD ParkDpt-White Rock Trail	Y	Dallas	1,573,668	393,417	1,967,085			
DART-Victory Plaza	Y	Dallas	2,447,378	611,844	3,059,222			
DART-GMC Buses	Y	Dallas	904,000	226,000	1,130,000			
Desoto Trail Ext.A	Y	Dallas	1,795,834	448,959	2,244,793			
Desoto Trail Ext.B	Y	Dallas	216,099	54,025	270,124			
Frisco Depot Museum(Rev. Amt)	N	Denton	510,000	510,000	1,020,000			Offering a 50% Local Match, Inkind: \$135,000.
Frisco Hwy 289 Easement	N	Denton	1,140,000	300,000	1,440,000			Offering a 21% Local Match
Frisco WRC Bike & Hike Trail	N	Denton	967,739	715,286	1,683,025			Offering a 42.5% Local Match, Inkind: \$127,000.
Frisco R. Creek Hike & Bike Trail	N	Denton	1,349,235	1,349,235	2,698,470			Offering a 50.0% Local Match, Inkind: \$390,000.
Garland-Downtown Ped.Link:P1	Y	Dallas	1,576,998	394,249	1,971,247			
Garland-Downtown Ped.Link:P2	Y	Dallas	1,026,619	256,655	1,283,274			
Grand Prairie:Hike & Bike trail	Y	Dallas	8,160,000	2,040,000	10,200,000			
G.P.BeltlineOverpass Aesthetics	Y	Dallas	2,348,493	587,123	2,935,616			
G.P. HWY 180/RR/JeffBlvd.	Y	Dallas	1,658,878	414,720	2,073,598			
G.P. Downtown Streets (P1 & P2)	Y	Dallas	8,949,466	2,237,366	11,186,832			
<b>Grand Totals:</b>			<b>72,473,417</b>	<b>23,098,243</b>	<b>95,571,660</b>			

Projects deselected: 0  
 Projects to be Selected: 72,473,417

2001 5th Call STEP Project Percentage Distribution:

0.0%	00 Projects Finished
0.0%	00 Projects Let for construction
0.0%	00 Projects Signed, design in progress
0.0%	00 Projects Signed, but on hold or delayed
0.0%	00 Projects withdrawn, killed
0.0%	00 Project Contracts still in development
0.0%	34 Projects Nominated, Not yet awarded
0.0%	34 Total STEP Projects Nominated: 72,473,417

Frisco made arithmetic error on budget detail. Intended totals shown.  
 City of Frisco submitted 4 applications, requesting federal funds for \$3,966,974 which were accepted conditionally because they are lacking TIP certificates, approved by NCTCOG, as required by STEP regulations.

**TXDOT State Enhancement Transportation Program (STEP) Dallas District  
2001 Call Nomination Applications received by June 18, 2001**

Richard C. Mason, ASLA District Enhancement Coordinator, Phone: 214-320-6686

Nomination Name Alphabetized Received by 06-18-01	NCTCOG TIP Issued Yes-Y No-N No Need-X	District County Location	Award \$\$\$		Local Match & In-Kind \$\$\$	Total \$\$ Value Project	District Tech. Ranking	Comments:
			Requested Federal \$\$\$	Local Match & In-Kind \$\$\$				
Highland Village Inland Trail Ph2	Y	Denton	2,132,139	913,774	3,045,913		Local Match: 30% In-Kind Contribution:\$ 1 million	
Irving/TRE	Y	Dallas	4,800,000	1,200,000	6,000,000			
Lewisville Timber Creek Trail	Y	Denton	1,404,480	351,120	1,755,600			
Melissa Walkway	Y	Collin	840,989	165,247	1,006,236			
Richardson: Central Identity	Y	Dallas	1,325,209	331,302	1,656,511			
Richardson: SprVy Ped Cross	Y	Dallas	2,812,000	703,000	3,515,000			
Rowlett Sidewalk/Streetscape	Y	Dallas	1,155,888	288,972	1,444,860			
TXDOT-Dallas	Y	Dallas	3,233,760	808,440	4,042,200			
Waxahachie Rogers Bridge	Y	Ellis	408,251	102,063	510,314			
<b>Grand Totals:</b>			<b>90,586,133</b>	<b>27,962,161</b>	<b>118,548,294</b>			

Projects deselected:  
0

Projects to be Selected:  
0

**2001 5th Call STEP Project Percentage Distribution:**

0.0% 00 Projects Finished	0.0% 00 Projects Let for construction	0.0% 00 Projects Signed, design in progress	0.0% 00 Projects Signed, but on hold or delayed	0.0% 00 Projects withdrawn, killed	0.0% 00 Project Contracts still in development	100.0% 43 Projects Nominated, Not yet awarded	100.0% 43 Total STEP Projects Nominated:
						90,586,133	

**Projects Submitted by Categories**

Category	Number	# Percent	\$ Value
Facilities for Pedestrians & Bicycles	28	64.3	49,706,481
Acquisition of Scenic Easements	1	2.3	1,140,000
Scenic/Historic Highway Program	1	2.3	854,814
Landscaping	7	16.7	20,299,685
Historic Preservation	2	4.9	5,762,073
Rehab. of Historic Trans. Facilities	2	4.9	9,045,080
Preservation of Railway Corridors	1	2.3	2,928,000
Transportation Museum	1	2.3	850,000
<b>TOTALS:</b>	<b>43</b>	<b>100</b>	<b>90586133</b>

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

Date: September 2001

### PAVEMENT AND ALIGNMENT TOPICS

#### PAVEMENT SECTION

PAVING DESIGN CRITERIA NCTCOG Standard Specifications for Public Works Construction & Town of Addison Standard Construction Specifications

#### ROW WIDTH:

Existing : N/A

Proposed : 80' Typ.

#### PAVEMENT WIDTH:

Existing: N/A

Proposed: 2 - 22'

No. of lanes proposed: 4 lane divided

#### PARKWAY:

Proposed Width varies

Proposed Sidewalk Width 4' Minimum

Parkway cross fall slope maximum 2.08%

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? NO

Any deep cuts, high fills ? YES - BRIDGE APPROACHES

#### PAVEMENT CROSS FALL

PROPOSED 1/4 in/ft

MINIMUM 1/8 in/ft

MAXIMUM 1/4 in/ft

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### VERTICAL GRADE:

MINIMUM 0.5 %

MAXIMUM 6 %

### CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? N/A

OFFSET FROM CENTER N/A

ON BRAND NEW ALIGNMENT? YES

CRASH CUSHIONS / ATTENUATORS INVOLVED YES \_\_\_\_\_

NO X

RAILROAD CROSSINGS INVOLVED YES X

NO \_\_\_\_\_

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION? YES \_\_\_\_\_

NO X

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 2,700,000 *Equivalent 18,000 lb single axle loads*

BUS AND HEAVY TRUCK TRAFFIC YES X  
NO \_\_\_\_\_

### ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS: 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 6"

DESIGN SPEED 45 MPH

POSTED SPEED 40 MPH

### MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X

NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_

NO X

STANDARD TURN LANE WIDTH 11'

STANDARD NOSE WIDTH 5'

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### DRIVEWAYS:

MAXIMUM RESIDENTIAL GRADE N/A

MAXIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 26' B-B

### SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 20'

PAVEMENT THICKNESS 6" - 8"

COMMERCIAL DRIVEWAY THICKNESS 6"

## **DRAINAGE TOPICS**

### STORM SEWER DESIGN CRITERIA:

TxDOT \_\_\_\_\_  
CITY X  
HYDRO-35 \_\_\_\_\_  
TP-40 \_\_\_\_\_

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4'

MINIMUM COVER LATERALS 2'

BRIDGES/BOX CULVERTS INVOLVED YES X  
NO \_\_\_\_\_

100 YEAR FLOOD PLAIN CONSIDERATION 1' FT FREEBOARD

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### PERMITS

COE 404 PERMITS NEEDED

YES  
NO   X  

TNRCC 401 PERMIT

YES \_\_\_\_\_  
NO   X  

CDC PERMIT

YES \_\_\_\_\_  
NO   X  

EIS

YES \_\_\_\_\_  
NO   X  

ADA PERMIT

YES   X   (*If > \$50,000 of pedestrian facilities*)  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.?

YES   X   (*DART*)  
NO \_\_\_\_\_

### UTILITIES

LIST OF ALL KNOWN UTILITIES

*TXU gas and electric*

*AT&T*

*Southwestern Bell*

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.?   N/A  

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?  
  YES  

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering) ?  
  No  

ANY UNUSUAL CONSIDERATIONS ?   NO

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES? YES   X   NO       

ANY NON-CONFORMING ISSUES ? YES         
NO   X  

R-O-W MAP NEEDED YES   X  

NO       

FIELD NOTES NEEDED YES   X  

NO       

R-O-W PLATS NEEDED YES   X  

NO       

RELOCATION ASSISTANCE INVOLVED YES       

NO   X  

PARKING/LOSS OF PARKING CONSIDERATIONS YES   X  

NO       

HISTORICAL SITE CONSIDERATION YES       

NO   X



# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

ORDER OF PRECEDENCE OF STANDARDS. NCTCOG Standard Specifications for Public Works Construction & Town of Addison Standard Construction Specifications; Addison.

AUXILIARY LANES? NO

PROVISIONS FOR FUTURE WIDENING? NO

LANDSCAPING? YES

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? NO

STAMPED/COLORED CONCRETE? YES

IRRIGATION? YES.

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? Yes

PAVEMENT MARKINGS? Yes.

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? Yes

BUS TURNOUTS? No.

BUS STOPS OR BUS SHELTERS? No.

WATER UTILITY BETTERMENTS?

Minor water line extension.

WATER UTILITY RELOC.? Yes

SAN. SEWER BETTERMENTS? NO

SAN. SEWER RELOC.? NO

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

RETAINING WALLS? Yes  
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? Block Sod on all improved areas.

DRAINAGE IMPROVEMENTS? Install only one storm sewer trunk with laterals crossing under from opposite side inlets. Also, utilize velocity dissipaters at outfall end of the two cross-drain structures.

RR CROSSING IMPROVEMENTS? Yes

GRADE SEPARATIONS? Yes

RAMPS OR CONNECTORS TO TXDOT FACILITIES? NO

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.  
The Stone Cottage  
4901 Addison Circle Road

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES X  
NO \_\_\_\_\_

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES N/A  
NO \_\_\_\_\_

NEIGHBORHOOD MEETING, REQUIRED YES N/A  
NO \_\_\_\_\_

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? City lead with County participation

# **DESIGN CRITERIA**

**PROJECT NAME: Arapaho Road, Phase III**

## **CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT ?

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

Date: September 2001

### PAVEMENT AND ALIGNMENT TOPICS

#### PAVEMENT SECTION

PAVING DESIGN CRITERIA NCTCOG Standard Specifications for Public Works Construction & Town of Addison Standard Construction Specifications

#### ROW WIDTH:

Existing : N/A

Proposed : 80' Typ.

#### PAVEMENT WIDTH:

Existing: N/A

Proposed: 2 - 22'

No. of lanes proposed: 4 lane divided

#### PARKWAY:

Proposed Width varies

Proposed Sidewalk Width 4' Minimum

Parkway cross fall slope maximum 2.08%

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? NO

Any deep cuts, high fills ? NO

#### PAVEMENT CROSS FALL

PROPOSED 1/4 in/ft

MINIMUM 1/8 in/ft

MAXIMUM 1/4 in/ft



# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 2,700,000 ESAL

BUS AND HEAVY TRUCK TRAFFIC YES X  
NO \_\_\_\_\_

### ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS: 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 6"

DESIGN SPEED 45 MPH

POSTED SPEED 40 MPH

### MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X  
NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_  
NO X

STANDARD TURN LANE WIDTH 11'

STANDARD NOSE WIDTH 5'



# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### PERMITS

COE 404 PERMITS NEEDED

YES  
NO   X  

TNRCC 401 PERMIT

YES \_\_\_\_\_  
NO   X  

CDC PERMIT

YES \_\_\_\_\_  
NO   X  

EIS

YES \_\_\_\_\_  
NO   X  

ADA PERMIT

YES   X   (*If > \$50,000 of pedestrian facilities*)  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.?

YES   X   (*DART*)  
NO \_\_\_\_\_

### UTILITIES

LIST OF ALL KNOWN UTILITIES

*TXU gas and electric*

*AT&T*

*Southwestern Bell*

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.?   N/A  

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?  
  YES  

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering) ?  
  No  

ANY UNUSUAL CONSIDERATIONS ?   NO



# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES? YES   X   NO       

ANY NON-CONFORMING ISSUES ? YES         
NO   X  

R-O-W MAP NEEDED YES   X  

NO       

FIELD NOTES NEEDED YES   X  

NO       

R-O-W PLATS NEEDED YES       

NO   X  

RELOCATION ASSISTANCE INVOLVED YES   X  

NO       

PARKING/LOSS OF PARKING CONSIDERATIONS YES   X  

NO       

HISTORICAL SITE CONSIDERATION YES       

NO   X

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

ORDER OF PRECEDENCE OF STANDARDS. NCTCOG Standard Specifications for Public Works Construction & Town of Addison Standard Construction Specifications.

AUXILIARY LANES? NO

PROVISIONS FOR FUTURE WIDENING? NO

LANDSCAPING? YES

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? NO

STAMPED/COLORED CONCRETE? YES

IRRIGATION? YES.

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? Yes

PAVEMENT MARKINGS? Yes.

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? Yes

BUS TURNOUTS? No.

BUS STOPS OR BUS SHELTERS? Maybe

WATER UTILITY BETTERMENTS?

Minor water line extension.

WATER UTILITY RELOC.? Yes

SAN. SEWER BETTERMENTS? NO

SAN. SEWER RELOC.? NO

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

RETAINING WALLS? Yes  
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? Block Sod on all improved areas.

DRAINAGE IMPROVEMENTS? Install only one storm sewer trunk with laterals crossing under from opposite side inlets. Also, utilize velocity dissipaters at outfall end of the two cross-drain structures.

RR CROSSING IMPROVEMENTS? Yes

GRADE SEPARATIONS? Yes

RAMPS OR CONNECTORS TO TXDOT FACILITIES? NO

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.  
The Stone Cottage  
4901 Addison Circle Road

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES X  
NO \_\_\_\_\_

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES N/A  
NO \_\_\_\_\_

NEIGHBORHOOD MEETING, REQUIRED YES N/A  
NO \_\_\_\_\_

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? City lead with County participation

# **DESIGN CRITERIA**

**PROJECT NAME: Arapaho Road, Phase III**

## **CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT ?

## Steve Chutchian

---

**To:** Michael Murphy; Jim Pierce  
**Cc:** Luke Jalbert  
**Subject:** Dallas County Supplemental Agreement F.Y.I.

Mike/Jim - I have had several dicussions with Mr. Jack Hedge, with Dallas County Public Works Department, regarding a required supplemental agreement for the Arapaho Rd., Ph. III reimbursement. It was determined that a pre-design charrette and a prepared memorandum of agreement are not necessary for this individual project. However, a supplemental agreement, with an attached "Design Criteria" form must be submitted to their office for review and approval.

At this time, Angela Washington is reviewing a "go-by" supplemental agreement for the project that was faxed to me by Jack Hedge. In addition, he faxed a "Design Criteria" form that requires us to fill in the blanks. This form will be forwarded to you very soon for review and subsequently e-mailed to Angela Washington for attachment to the supplemental agreement. When our department is satisfied with the agreement and attachment, we will e-mail it to Jack for disposition.

The Master Interlocal agreement, between the Town of Addison and Dallas County, was previously e-mailed to the Dallas County District Attorney's office for review and comment. This document is eventually earmarked for the County Commissioner's Court for approval. Thanks.

Steve C.

**Steve Chutchian**

---

*Steve*  
*look GOOD .*  
*w/ FEW QUESTIONS*  
*Mike*

**From:** Steve Chutchian  
**Sent:** Tuesday, September 04, 2001 1:53 PM  
**To:** Michael Murphy; Jim Pierce  
**Cc:** Luke Jalbert  
**Subject:** Dallas County Supplemental Agreement F.Y.I.

Mike/Jim - I have had several dicussions with Mr. Jack Hedge, with Dallas County Public Works Department, regarding a required supplemental agreement for the Arapaho Rd., Ph. III reimbursement. It was determined that a pre-design charrette and a prepared memorandum of agreement are not necessary for this individual project. However, a supplemental agreement, with an attached "Design Criteria" form must be submitted to their office for review and approval. *see ATTACHED FORM*

At this time, Angela Washington is reviewing a "go-by" supplemental agreement for the project that was faxed to me by Jack Hedge. In addition, he faxed a "Design Criteria" form that requires us to fill in the blanks. This form will be forwarded to you very soon for review and subsequently e-mailed to Angela Washington for attachment to the supplemental agreement. When our department is satisfied with the agreement and attachment, we will e-mail it to Jack for disposition.

The Master Interlocal agreement, between the Town of Addison and Dallas County, was previously e-mailed to the Dallas County District Attorney's office for review and comment. This document is eventually earmarked for the County Commissioner's Court for approval. Thanks.

Steve C.

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

Date: September 2001

### PAVEMENT AND ALIGNMENT TOPICS

#### PAVEMENT SECTION

PAVING DESIGN CRITERIA NCTCOG Standard Specifications for Public Works Construction & Town of Addison Standard Construction Specifications

#### ROW WIDTH:

Existing : N/A

Proposed : 80' Typ.

#### PAVEMENT WIDTH:

Existing: N/A

Proposed: 2 - 22'

No. of lanes proposed: 4 lane divided

#### PARKWAY:

Proposed Width varies

Proposed Sidewalk Width 4' Minimum

Parkway cross fall slope maximum 2.08%

#### GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? NO

Any deep cuts, high fills ? NO

#### PAVEMENT CROSS FALL

PROPOSED 1/4 in/ft

MINIMUM 1/8 in/ft

MAXIMUM 1/4 in/ft

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### VERTICAL GRADE:

MINIMUM 0.5%

MAXIMUM 6%

### CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? N/A

OFFSET FROM CENTER N/A

ON BRAND NEW ALIGNMENT? YES

CRASH CUSHIONS / ATTENUATORS INVOLVED YES \_\_\_\_\_

NO X

RAILROAD CROSSINGS INVOLVED YES X

NO \_\_\_\_\_

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN  
OPTION? YES X

NO \_\_\_\_\_



# DESIGN CRITERIA

PROJECT NAME: Arapaho Road, Phase III

## PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 2,700,000 ESAL

BUS AND HEAVY TRUCK TRAFFIC YES X  
NO \_\_\_\_\_

## ROADWAY CLASSIFICATION

MINIMUM PAVEMENT STRUCTURE THICKNESS: 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: 6"

DESIGN SPEED 45 MPH

POSTED SPEED 40 MPH

## MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X

NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_

NO X

STANDARD TURN LANE WIDTH 11'

STANDARD NOSE WIDTH 5'

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### DRIVEWAYS:

MAXIMUM RESIDENTIAL GRADE N/A  
MAXIMUM COMMERCIAL GRADE 5%  
MINIMUM COMMERCIAL DRIVEWAY WIDTH 26' B-B

### SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 20'  
PAVEMENT THICKNESS 6" - 8"  
COMMERCIAL DRIVEWAY THICKNESS 6"

## **DRAINAGE TOPICS**

### STORM SEWER DESIGN CRITERIA:

TxDOT \_\_\_\_\_  
CITY X  
HYDRO-35 \_\_\_\_\_  
TP-40 \_\_\_\_\_

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4'

MINIMUM COVER LATERALS 2'

BRIDGES/BOX CULVERTS INVOLVED YES X  
NO \_\_\_\_\_

100 YEAR FLOOD PLAIN CONSIDERATION 1' FT FREEBOARD

# DESIGN CRITERIA

PROJECT NAME: Arapaho Road, Phase III

## PERMITS

COE 404 PERMITS NEEDED

YES  
NO   X  

TNRCC 401 PERMIT

YES \_\_\_\_\_  
NO   X  

CDC PERMIT

YES \_\_\_\_\_  
NO   X  

EIS

YES \_\_\_\_\_  
NO   X  

ADA PERMIT

YES   X   (*If > \$50,000 of pedestrian facilities*)  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.?

YES   X   (*DART*)  
NO \_\_\_\_\_

## UTILITIES

LIST OF ALL KNOWN UTILITIES

*TXU gas and electric*

*AT&T*

*Southwestern Bell*

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve  
Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.?   N/A  

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?

  YES  

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering) ?

  No  

ANY UNUSUAL CONSIDERATIONS ?   NO

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES? YES   X   NO       

ANY NON-CONFORMING ISSUES ? YES         
NO   X  

R-O-W MAP NEEDED YES   X  

NO       

FIELD NOTES NEEDED YES   X  

NO       

R-O-W PLATS NEEDED YES       

NO   X  

RELOCATION ASSISTANCE INVOLVED YES   X  

NO       

PARKING/LOSS OF PARKING CONSIDERATIONS YES   X  

NO       

HISTORICAL SITE CONSIDERATION YES       

NO   X

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

ORDER OF PRECEDENCE OF STANDARDS. NCTCOG Standard Specifications for Public Works Construction & Town of Addison Standard Construction Specifications.

AUXILIARY LANES? NO

PROVISIONS FOR FUTURE WIDENING? NO

LANDSCAPING? YES

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? NO

STAMPED/COLORED CONCRETE? YES

IRRIGATION? YES.

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? Yes

PAVEMENT MARKINGS? Yes.

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? Yes

BUS TURNOUTS? No.

BUS STOPS OR BUS SHELTERS? Maybe

WATER UTILITY BETTERMENTS?  
Minor water line extension.

WATER UTILITY RELOC.? Yes

SAN. SEWER BETTERMENTS? NO

SAN. SEWER RELOC.? NO

# DESIGN CRITERIA

## PROJECT NAME: Arapaho Road, Phase III

RETAINING WALLS? Yes  
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? Block Sod on all improved areas.

DRAINAGE IMPROVEMENTS? Install only one storm sewer trunk with laterals crossing under from opposite side inlets. Also, utilize velocity dissipaters at outfall end of the two cross-drain structures.

RR CROSSING IMPROVEMENTS? No.

GRADE SEPARATIONS? Yes

RAMPS OR CONNECTORS TO TXDOT FACILITIES? NO

### **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS.  
The Stone Cottage  
4901 Addison Circle Road

### **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES \_\_\_\_\_  
NO X

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES N/A  
NO \_\_\_\_\_

NEIGHBORHOOD MEETING, REQUIRED YES N/A  
NO \_\_\_\_\_

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? City lead with County participation

STATE OF TEXAS

§

**DRAFT**

COUNTY OF DALLAS

§

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

THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS ("MASTER AGREEMENT") is made by and between the City of Dallas, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on **CLARK ROAD FROM COUCH LANE TO DANIELDALE ROAD** inside Dallas County which is on the North Central Texas Council of Government's Regional Thoroughfare Plan.

Article I. INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order 2001- 814 dated April 24, 2001; the attached MEMORANDUM OF AGREEMENT; and ATTACHMENT A, as if each was reproduced herein word for word. The MEMORANDUM OF AGREEMENT was produced by the collective effort of all parties at the Pre-design Charrette held for this project on May 17, 2001. Together with Attachment A, it defines the scope of the project with an agreed upon preliminary alignment.

Article II. EFFECTIVE DATE

This SUPPLEMENTAL AGREEMENT becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date").

Article III. CITY COVENANTS AND AGREES AS FOLLOWS:

- A. To execute the necessary agreements for the implementation of design and construction of the **CLARK ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.
- B. To provide City Council Resolution adopting approved preferred alignment as described in the attached MEMORANDUM OF AGREEMENT.
- C. To escrow an amount adequate for initial project costs as determined by County within 30 days of notification by County. County may use escrowed funds to pay for initial professional services required for scoping, preliminary and primary design.

Article IV. COUNTY AGREES AS FOLLOWS:

To provide project management of the Project as County is designated LEAD AGENCY from commencement of planning to completion of construction.

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

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

CITY OF DALLAS

COUNTY OF DALLAS

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

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

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

APPROVED AS TO FORM:

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



DESIGN CRITERIA (GO-BY)  
**PRE-CHARRETTE SCOPE ITEMS**

**PROJECT NAME: Clark Road CP04-30,31,32**

Revision Date: May 22, 2001

Revisions in bold italics.

**PAVEMENT AND ALIGNMENT TOPICS**

PAVEMENT SECTION

PAVING DESIGN CRITERIA Geotech Report then City of Dallas

ROW WIDTH:

Existing : Varies 80' to 120'

Proposed : 100' preferred or 120'

Note: C.O.D. thoroughfare plan shows 120'. Ali will get variance if buy on east and 100' is o.k.. If buy on west then use 120' ROW w/o variance. Only 100' required per C.O.D. Paving Design Manual for section M6D(A).

PAVEMENT WIDTH:

Existing: 2 - 11'

Proposed: 2 - 33'

No. of lanes proposed: 6 lane divided

PARKWAY:

Proposed Width 2 - 9.5'

Proposed Sidewalk Width 5' wide if set at back of curb, 4' wide if set away from curb

Note: See City of Dallas 251D, Sheet 9005. Also, City of Dallas and Duncanville use the same barrier free ramp standard.

Parkway cross fall slope maximum 1"/ft (8.3%)

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? NO Min. 2", desirable 6"

Any deep cuts, high fills? NO

PAVEMENT CROSS FALL

PROPOSED 1/4 in/ft

MINIMUM 1/4 in/ft

MAXIMUM 1/2 in/ft

# PRE-CHARRETTE SCOPE ITEMS

## PROJECT NAME: Clark Road CP04-30,31,32

### VERTICAL GRADE:

MINIMUM 0.5 %

MAXIMUM 6 %

### CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? NO

OFFSET FROM CENTER Possibly shift to the west or east. Depends on R.O.W.

ON BRAND NEW ALIGNMENT? NO

CRASH CUSHIONS / ATTENUATORS INVOLVED YES X  
Install TXDOT std. "Texas Classic" guardrail on the two creek crossings.  
NO \_\_\_\_\_

RAILROAD CROSSINGS INVOLVED YES \_\_\_\_\_

NO X

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN  
OPTION? YES \_\_\_\_\_

NO N.A.

# PRE-CHARRETTE SCOPE ITEMS

## PROJECT NAME: Clark Road CP04-30,31,32

### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD 80 kips

BUS AND HEAVY TRUCK TRAFFIC YES X (*DART : Danieldale to Flameleaf*)  
NO \_\_\_\_\_

ROADWAY CLASSIFICATION Principal Arterial ( M6D (A) ) (C.O.D. Thoroughfare plan)

MINIMUM PAVEMENT STRUCTURE THICKNESS: \_\_\_\_\_ \*\*

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: \_\_\_\_\_ \*\*

*\*\* Depends on soil investigation report by Consultant*

DESIGN SPEED 45 MPH

POSTED SPEED 40 MPH

### MEDIANS

MEDIAN WIDTH 15' (F-F)

ANY MID BLOCK OPENINGS TO CONSIDER? YES X  
(*Note: Driveways connected to Clark on East side*)

NO \_\_\_\_\_

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES \_\_\_\_\_

NO \_\_\_\_\_

STANDARD TURN LANE WIDTH 10'

STANDARD NOSE WIDTH 5'

Proposed : C.O.Dallas monolithic median nose.

# PRE-CHARRETTE SCOPE ITEMS

## PROJECT NAME: Clark Road CP04-30,31,32

### DRIVEWAYS:

MAXIMUM RESIDENTIAL GRADE \_\_\_\_\_ 8 % (Desirable max 6%)

MAXIMUM COMMERCIAL GRADE \_\_\_\_\_ 6 %

MINIMUM COMMERCIAL DRIVEWAY WIDTH \_\_\_\_\_ 30'

### SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM dust pan type (Use C.O.Dallas Standard)

PAVEMENT THICKNESS \_\_\_\_\_ \*\*

COMMERCIAL DRIVEWAY THICKNESS \_\_\_\_\_ \*\*

*Note: City of Duncanville – Comm. drive min. thickness = 6", no S.G. treatment required.*

*\*\* Depends on soil investigation report.*

## **DRAINAGE TOPICS**

### STORM SEWER DESIGN CRITERIA:

TxDOT \_\_\_\_\_

CITY Dallas

HYDRO-35 \_\_\_\_\_

TP-40 \_\_\_\_\_

*Note: Use City of Cedar Hill flood study Q100's for the south-most cross drainage structure.  
Possibly study needed for the north-most drainage structure.*

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4 1/2 ft. (Min)

MINIMUM COVER LATERALS 1 ft.

BRIDGES/BOX CULVERTS INVOLVED YES X

*(1-6'x6' Box, north of Flameleaf and 2-10'x8' Boxes north of Couch Street)*

NO \_\_\_\_\_

*Note: City of Cedar Hill Ordinance – Contractor must stamp concrete inlets. Stamp available at City of Public Works office.*

100 YEAR FLOOD PLAIN CONSIDERATION \_\_\_\_\_ 2' \_\_\_\_\_ FT FREEBOARD

*Note: Storm Drainage Master Plan, from City of Cedar Hill, by Shimeck, Jacobs & Finklea, LLP, dated Feb 1999 will be utilized in lieu of a new flood study.*

# PRE-CHARRETTE SCOPE ITEMS

PROJECT NAME: Clark Road CP04-30,31,32

## PERMITS

COE 404 PERMITS NEEDED YES X (*Nationwide General*)  
NO \_\_\_\_\_

TNRCC 401 PERMIT YES X  
NO \_\_\_\_\_

CDC PERMIT YES \_\_\_\_\_  
NO X

EIS YES \_\_\_\_\_  
NO X

ADA PERMIT YES X (*If > \$50,000 of pedestrian facilities*)  
NO \_\_\_\_\_

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT,  
DART ETC.? YES \_\_\_\_\_  
NO X

## UTILITIES

### LIST OF ALL KNOWN UTILITIES

*TXU Lone Star Gas Pipe Line*

*City of Cedar Hill Water & Sewer*

*S.W. Bell fiber optic cable*

*City of Dallas Water*

*TU Electric Buried Cable*

*City of Duncanville Water*

Note: All 3 cities will include any utility work in County contract.

**1. *Duncanville water line improvements.***

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.? YES

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS ?

TXU gas main & TXU electric transmission

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering) ?

Yes (1/26/01)

ANY UNUSUAL CONSIDERATIONS ? TXU gas main depth needs to be investigated.  
*(S.U.E. consultant should pick this up)*

# PRE-CHARRETTE SCOPE ITEMS

PROJECT NAME: Clark Road CP04-30,31,32

## R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION  
ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE  
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,  
TRAILER PARKS, TREE ORDINANCES? YES \_\_\_\_\_ NO X

ANY NON-CONFORMING ISSUES ? YES Possible fences  
NO \_\_\_\_\_

R-O-W MAP NEEDED YES X

NO \_\_\_\_\_

FIELD NOTES NEEDED YES X

NO \_\_\_\_\_

R-O-W PLATS NEEDED YES X

NO \_\_\_\_\_

RELOCATION ASSISTANCE INVOLVED YES \_\_\_\_\_

NO X

PARKING/LOSS OF PARKING CONSIDERATIONS YES X

*Possibly at Daycare located north of Oak Ridge Drive (NE corner)*

NO \_\_\_\_\_

HISTORICAL SITE CONSIDERATION YES \_\_\_\_\_

NO X

*Note: Any fence relocation work is to be included in the construction contract documents.*

# PRE-CHARRETTE SCOPE ITEMS

## PROJECT NAME: Clark Road CP04-30,31,32

### USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ? City of Dallas , then Cedar Hill and Duncanville

ORDER OF PRECEDENCE OF STANDARDS. City of Dallas , then Cedar Hill and Duncanville will notify County of any preferred differences.

AUXILIARY LANES? NO

PROVISIONS FOR FUTURE WIDENING? NO

LANDSCAPING? Block Sodding

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? NO

STAMPED/COLORED CONCRETE? Colored brick pavers at ADA ramps

IRRIGATION? Cross over sleeves to be installed for future irrigation.

BRICK PAVERS? Brick pavers in median in City of Duncanville and at their cost.

STREET LIGHTING? Cities handle through TXU. Include PVC conduit & foundations in contract.

TRAFFIC SIGNALS? Yes. At Flameleaf & Clark Road intersection. Ali to furnish warrant data.

PAVEMENT MARKINGS? Use City of Dallas Standards.

BIKE LANES (EXTRA WIDTH)? Ali, City of Dallas, said no bike lanes (2/2/01)

NEW SIDEWALKS ? Yes

BUS TURNOUTS? DART at Flameleaf Pl.

BUS STOPS OR BUS SHELTERS? To be coordinated with DART.

WATER UTILITY BETTERMENTS?  
Yes, by City of Duncanville. Maybe, by City of Cedar Hill.  
Betterments by any City will be designed by County's design consultant.

WATER UTILITY RELOC.? Yes

# PRE-CHARRETTE SCOPE ITEMS

## PROJECT NAME: Clark Road CP04-30,31,32

SAN. SEWER BETTERMENTS? NO

SAN. SEWER RELOC.? NO

RETAINING WALLS? Possible  
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? Block Sod on all improved areas.

DRAINAGE IMPROVEMENTS? Install only one storm sewer trunk with laterals crossing under from opposite side inlets. Also, utilize velocity dissipaters at outfall end of the two cross-drain structures.

RR CROSSING IMPROVEMENTS? N.A.

GRADE SEPARATIONS? NO

RAMPS OR CONNECTORS TO TXDOT FACILITIES? NO

## **SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE  
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? NO

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.

*City of Duncanville Council Meeting Auditorium*

*Northwood University, Clark Rd @ FM 1382.*

*Methodist Church*

*The Holy Spirit Catholic Church*

## **PUBLIC INVOLVEMENT**

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES X  
(Cedar Hill & Duncanville, Dallas maybe.)  
NO \_\_\_\_\_

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES \_\_\_\_\_  
NO \_\_\_\_\_

A neighborhood meeting will be held within 6 months after the Pre-Design Charrette.

NEIGHBORHOOD MEETING, REQUIRED YES X  
NO \_\_\_\_\_

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? County lead with City participation



# **PRE-CHARRETTE SCOPE ITEMS**

**PROJECT NAME: Clark Road CP04-30,31,32**

## **CONSTRUCTIBILITY REPORT**

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT ?

*See attached report from Ron Johnston of Dallas County Public Works dated 1/31/01.*

## Steve Chutchian

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**From:** Jack hedge [JHedge@dallascounty.org]  
**Sent:** Wednesday, August 29, 2001 9:39 AM  
**To:** schutchian@ci.addison.tx.us  
**Cc:** ARobinson@dallascounty.org  
**Subject:** MCIP Project 10302; Arapaho Rd (Addison Rd to Surveyor)



Project Specific  
Agreement-go...



Proj. Spec. Agree.  
go-by Attac...

Steve- The two attached files are an example for your use in preparing the Supplemental Agreement to the Master Agreement for the captioned MCIP. The example refers to a Memorandum of Agreement which is not applicable to this project. The example of "Attachment A" is a cost summary and a detailed listing of agreed design criteria which we have found very valuable in reducing lost time and design effort resulting from lack of agreeing on the criteria early. If you have any questions please call me. The files are in MS Word.

Jack D. Hedge  
214.653.6420  
fax: 214.653.6445  
cell: 214.435.3883  
email: jhedge@dallascounty.org

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214.653.6420  
fax: 214.653.6445  
cell: 214.435.3883  
email: jhedge@dallascounty.org

## Steve Chutchian

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**To:** Jim Pierce  
**Cc:** Michael Murphy; Luke Jalbert  
**Subject:** Dallas County CIP

Jim - on this date, I talked to Mr. Jack Hedge, with Dallas County Public Works Department, regarding a Pre-Design Charrette for Arapaho Rd., Phase III. He stated that the Charrette is not necessary on this individual project. He acknowledged that we are entering the final design phase of the project, and a Charrette would not serve a beneficial purpose at this time. Jack is forwarding a go-by of a supplemental agreement for the project. This go-by has been "blessed" by their Public Works Department and attorneys. I have notified Angela Washington that it is coming to her. Subsequently, she and I will work to "fill-in-the-blanks" and make any other adjustments prior to your review and consideration. Thanks.

Steve C.

8/23/01  
w/ Angela  
Washington on  
8/28/01  
sent to  
Dallas  
county

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

**ARTICLE I. DEFINITIONS: THE FOLLOWING DEFINITIONS ARE INCORPORATED INTO THIS AGREEMENT FOR ALL PURPOSES.**

- a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.
- b) **CITY** shall mean the TownCity of Addison \_\_\_\_\_, County of Dallas, State of Texas.
- c) **COUNTY** shall mean the County of Dallas, State of Texas.
- d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved

capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

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

- o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.
- p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.
- q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.
- s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.
- t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.
- u) **TxDOT** shall mean the Texas Department of Transportation.
- v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.
- w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.
- x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

- y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES**, excluding **CITY UTILITIES**, whose facilities are located within the limits of the **PROJECT** by virtue of satisfactorily documented pre-existing real property ownership.
- z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any **UTILITY'S** Facility adjusted or relocated as a part of the **PROJECT** as compared to the existing Facility, or any upgrading of the **UTILITY'S** Facility above the standard practices, devices or materials, specified by the **UTILITY** and customarily used by **CITY** or **UTILITY** on projects solely financed by **CITY** or **UTILITY**. Provided, however, that any upgrading necessary to successfully accomplish the **PROJECT** shall not be considered a **Betterment**, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by **CITY** or **UTILITY**. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "**STANDARD BASIC PROJECT DESIGN**").

## **ARTICLE II. PERIOD OF THE AGREEMENT**

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

## **ARTICLE III. AMENDMENTS**

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

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

### **1. TERMINATION**

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

- a)(1) By expiration of term of the agreement.
- b)(2) By mutual written consent and agreement of **COUNTY** and **CITY**.
- e)(3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any **SUPPLEMENTAL AGREEMENT** or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
- d)(4) By either party with ninety days written notice to the other party.

- B. Should either party terminate this **MASTER AGREEMENT** as herein provided, all existing, fully executed **SUPPLEMENTAL AGREEMENTS** made under this **MASTER AGREEMENT** shall not be terminated and shall automatically incorporate all the provisions of this **MASTER AGREEMENT**.
- C. In the event that any **SUPPLEMENTAL AGREEMENT** is terminated prior to completion of the PROJECT, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The LEAD AGENCY, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT.
- D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the PROJECT~~project~~ and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the PROJECT. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
- E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.
- F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption.
- G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.



**2. FORCE MAJEURE:**

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

**ARTICLE V. INDEMNIFICATION**

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

**ARTICLE VI. NOTIFICATION**

- A. WHEN NOTICE IS PERMITTED OR REQUIRED BY THIS MASTER AGREEMENT, IT SHALL BE IN WRITING AND SHALL BE PRESUMED DELIVERED WHEN DELIVERED IN PERSON OR THREE (3) DAYS SUBSEQUENT TO THE DATE PLACED, POSTAGE PREPAID, IN THE U. S. MAIL, CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED AND ADDRESSED TO THE PARTIES AT THE FOLLOWING ADDRESS.**
- B. ALL NOTICES AND CORRESPONDENCE TO COUNTY BY CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS:**

**DALLAS COUNTY PUBLIC WORKS  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, Suite 400  
Dallas, Texas 75202-3389**

**C. ALL NOTICES AND CORRESPONDENCE FROM COUNTY TO CITY SHALL BE MAILED OR DELIVERED BY HAND AS FOLLOWS: \_\_\_\_\_ [TITLE OF APPROPRIATE CITY OFFICIAL]**

**DIRECTOR OF PUBLIC WORKS**  
**TOWN OF ADDISON**  
**P.O. BOX 9010**  
**ADDISON, TX 75001-9010**

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

**D. EITHER PARTY HERETO MAY FROM TIME TO TIME DESIGNATE ANOTHER AND DIFFERENT ADDRESS FOR RECEIPT OF NOTICE BY GIVING WRITTEN NOTICE OF SUCH CHANGE OF ADDRESS TO THE OTHER PARTY.**

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

- A. To execute the necessary agreements for the implementation of design and construction of the PROJECTS mutually agreed upon and incorporated herein by SUPPLEMENTAL AGREEMENT.**
- B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet PROJECT funding for each milestone as specified herein or in a SUPPLEMENTAL AGREEMENT.**
- C. CITY agrees to share the funding of each PROJECT with COUNTY on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a SUPPLEMENTAL AGREEMENT with the following exclusions:**

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

- 1. CITY owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
- 2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;
- 3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES;
- 4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;
- 5. CITY Indirect Costs.

When mutual written agreement has been reached as to PROJECT limits by COUNTY and CITY at the Predesign Charrette, City agrees to acquire right-of-way required for

designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that legally required setbacks are adhered to in order setback requirements are imposed to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

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

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

- D. To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT** or any SUPPLEMENTAL AGREEMENT.
- E. CITY agrees to timely schedule and consider~~be cooperative on~~ issues relating to billboards, advertising signs, non-conforming uses, and zoning and similar restrictions that require action by the governmental body or any administrative body of CITY to avoid and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT or increase in PROJECT cost. Additional PROJECT cost caused or contributed to by CITY's failure to timely schedule and consider such matters~~ordinance, zoning, non-conforming use determination or other requirement~~ shall be paid in full by CITY.
- F. To the extent allowed by law, CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.
- G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost

sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

- H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.
- I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.
- J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.
- L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.
- M. Provide at CITY'S cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.
- O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN**.

- P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a **SUPPLEMENTAL AGREEMENT** as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the **SUPPLEMENTAL AGREEMENT** as determined by mutual consent.

#### **ARTICLE VIII. UTILITY IMPACTS**

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

#### **ARTICLE IX. COUNTY AGREES AS FOLLOWS**

- A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.
- B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this **MASTER AGREEMENT** shall be utilized unless otherwise mutually agreed by **SUPPLEMENTAL AGREEMENT**.
- ~~A~~.C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE , preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

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

**ARTICLE X.            PREDESIGN CHARRETTE**

- A. CITY and COUNTY, as specified in Articles VII and IX, respectively, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the PROJECT site.

- B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette .
- C. At the conclusion of the Predesign Charrette a **SUPPLEMENTAL AGREEMENT** shall be produced which outlines the identified roles and scope for the Project.

**ARTICLE XI.        FUNDING**

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

PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

- D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.
- E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

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

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

**ARTICLE XIII. RIGHT OF ENTRY**

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

**Article XIV. LIST OF PROJECTS**

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

**ARTICLE XV. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.



- B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.
- E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.
- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.
- G. **Number and Gender.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Article XVI. SUPPLEMENTAL AGREEMENTS BETWEEN COUNTY AND CITY**

With the COUNTY'S adoption of Court Order No. 2000-2117 (the "County Order"), the COUNTY has approved certain PROJECTS located within the CITY (the "City Projects"). It is anticipated by this Agreement, that the CITY will proceed with the funding, design, and construction of the City Projects, and that the COUNTY will reimburse the City a percentage of the design and construction costs as set forth in the County Order, not to exceed the maximum amounts shown therein, unless otherwise agreed by SUPPLEMENTAL AGREEMENT between the parties. Any SUPPLEMENTAL AGREEMENT shall reflect such reimbursement and such other terms and conditions as the parties may agree upon.

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

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

TOWNCITY OF ADDISON \_\_\_\_\_  
COUNTY OF DALLAS

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
**RON WHITEHEAD, CITY MANAGER** ~~TITLE~~ **LEE JACKSON, COUNTY JUDGE**

**ATTEST**  
**~~APPROVED AS TO FORM:~~**

\_\_\_\_\_  
**~~CITY SECRETARY~~ ~~ATTORNEY~~**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

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

COURT ORDER

ORDER NO: 2000 2117

DATE: OCT 17 2000

*In Steve*

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 17th day of October, 2000, on motion made by Mike Cantrell, Commissioner Dist. #2 and seconded by Kenneth A. Mayfield, Commissioner Dist. #4, the following Order was adopted:

WHEREAS, Commissioners Court was briefed on October 10, 2000 regarding recommended Transportation Improvement Projects to be considered for funding from the Major Capital Development Fund for construction in fiscal years 2004 thru 2007; and

WHEREAS, continued and forecast population and employment growth in Dallas County places increasing demands on the County's surface transportation system; and

WHEREAS, Dallas County has a long standing role in providing transportation system improvements for the benefit of its citizens and the public traveling in Dallas County; and

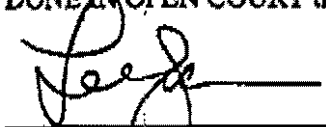
WHEREAS, Dallas County desires to implement needed transportation system improvements in partnership with the cities and other transportation agencies in Dallas County; and


WHEREAS, the specific Transportation System Improvement Projects included in the attached listing have been identified through an extensive data gathering and evaluation process and in conjunction with the Dallas County cities for funding and implementation in the FY 2001 - 2007 time period;

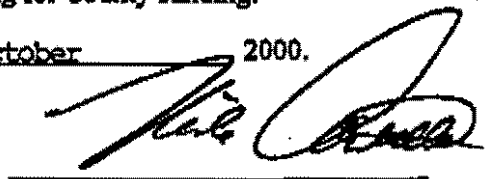
WHEREAS, it is the intent of the Commissioners Court that the projects included in the attached listing be implemented with joint funding by the County and the cities and other agencies, and that County participation be limited to the percentages shown in the listings, not to exceed the total County amounts shown for each project without prior approval of the Commissioners Court.

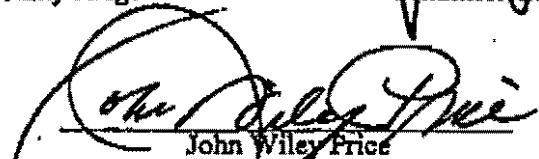
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court hereby approves the specific projects identified in the attached listing for funding from the Dallas County Major Capital Development Fund in the percentages and maximum amounts shown in the listing for County funding.


DONE IN OPEN COURT this the 17th day of October 2000.

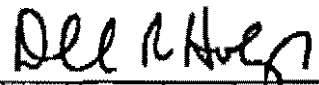
  
\_\_\_\_\_  
Lee E. Jackson  
County Judge

  
\_\_\_\_\_  
Jim Jackson  
Commissioner, District #1

  
\_\_\_\_\_  
Mike Cantrell  
Commissioner, District #2

  
\_\_\_\_\_  
John Wiley Price  
Commissioner, District #3

  
\_\_\_\_\_  
Kenneth A. Mayfield  
Commissioner, District #4

Recommended By:   
\_\_\_\_\_  
Donald R. Holzwarth, P. E.  
Director of Public Works

Attachment to Court Order No. _____ Page 1										Public Values	
Countywide Districts 1-4											
Major Capital Improvement Program											
Supplemental Cost Sources											
Project	District	Funding Source	Project Type	Program Year - County Funding Only				County Totals	By Others	Total Cost	County Share
				2004	2005	2007	2008				
<b>MCP Funding Authorized</b>											
<b>TEA - 21 Funding Available</b>											
1	MCP-121			2,227,931	0	1,250,000	1,250,000	0	7,227,161		
2				2,227,180	0	1,250,000	1,250,000	0	7,227,180		
3				2,227,181	0	1,250,000	1,250,000	0	7,227,181		
4				2,227,180	0	1,250,000	1,250,000	0	7,227,180		
Total				8,969,642	0	5,000,000	5,000,000	0	24,908,642		
<b>Throughput Funding Available</b>											
1	MCP-Thor			3,750,000	5,000,000	5,000,000	5,000,000	0	25,272,639		
2				1,522,846	3,750,000	5,000,000	5,000,000	0	25,272,846		
3				3,750,000	5,000,000	5,000,000	5,000,000	0	25,272,839		
4				1,222,840	5,750,000	5,000,000	5,000,000	0	25,272,840		
Total				10,245,686	19,500,000	20,000,000	20,000,000	0	101,091,359		
<b>Major Impact Funding Available</b>											
1	MCP-441			1,688,500	1,688,500	1,688,500	1,688,500	0	9,999,000		
2				1,688,500	1,688,500	1,688,500	1,688,500	0	9,999,000		
3				1,688,500	1,688,500	1,688,500	1,688,500	0	9,999,000		
4				1,688,500	1,688,500	1,688,500	1,688,500	0	9,999,000		
Total				6,668,000	6,668,000	6,668,000	6,668,000	0	30,996,000		
<b>Total Transportation Funding Available</b>											
				21,668,900	21,668,000	31,668,000	31,668,000	0	183,091,906		
<b>Projected Project Costs</b>											
<b>TEA-21 Projects</b>											
1	MCP-121			3,750,000	964,779	0	0	0	4,714,779	24,725,263	29,440,042
2				0	1,181,857	0	0	0	1,181,857	4,727,426	5,909,283
3				500,500	1,853,745	0	0	0	2,354,245	11,078,445	14,032,690
4				542,873	0	0	0	0	542,873	7,000,637	7,543,510
Total				4,836,373	4,000,381	0	0	0	8,836,754	48,078,321	56,915,075
<b>Major Impact Projects</b>											
1				0	0	0	0	0	0	0	0
2				0	0	0	0	0	0	0	0
3				0	0	0	0	0	0	0	0
4				2,000,000	3,000,000	0	0	0	5,000,000	15,000,000	20,000,000
Total				2,000,000	3,000,000	0	0	0	5,000,000	15,000,000	20,000,000
<b>Throughput Projects</b>											
1	MCP-Thor			0	2,785,221	6,250,000	5,783,291	0	14,798,512	43,451,698	58,250,210
2				3,750,000	2,573,000	5,782,500	0	0	11,605,500	23,211,000	34,816,500
3				3,128,666	1,805,000	2,650,000	0	0	7,171,666	7,121,855	14,293,521
4				2,995,000	2,397,500	3,358,500	0	0	8,691,000	13,833,850	22,524,850
Total				9,868,666	9,540,721	18,311,000	5,783,291	0	42,193,228	73,918,324	115,271,551
<b>Total Estimated Costs Per Year</b>											
				16,753,666	18,648,152	5,783,291	0	0	58,094,932	138,091,423	192,182,977
<b>Annual Unprogrammed Balance</b>											
				4,912,111	5,071,848	25,982,708	31,668,000	0	113,311,189		
<b>Estimated Administrative Cost Ranges</b>											
				2,481,208	3,443,000	3,647,000	3,398,000	4,182,000	25,896,000	0	25,896,000
				1,330,300	1,722,000	1,801,500	1,594,500	2,094,000	2,198,000	12,840,000	24,898,000
				3,643,000	3,171,000	3,222,000	3,222,000	3,525,000	3,451,000	4	23,294,000
				1,322,000	1,655,000	1,812,500	1,711,500	1,791,500	1,815,500	17,648,000	25,286,500



District 2 Major Capital Improvement Program Funding/Cost Forecast	City	Funding Source	Project Type	Program Year - County Funding Only					County Totals	By Others	Total Cost	County Share	Public Works Match
				2004	2005	2006	2007	2008					
MCP Funding Authorized													
TEA - 21 Funding Available		MCP-721		3,227,169	0	1,250,000	1,250,000	1,250,000		7,227,169			
Thoroughfare Funding Available		MCP-721		1,527,140	3,750,000	5,000,000	5,000,000	5,000,000		25,277,140			
Major Impair Funding Available		MCP-744		1,668,500	1,668,500	1,668,500	1,668,500	1,668,500		8,898,000			
Total Transportation Funding Available				6,422,809	5,418,500	7,918,500	7,918,500	7,918,500		42,489,009			
Projected Project Costs													
RT 635 Frontage Rd - Highway to LaPrade	Garland	MCP-721	Frontage Rd		1,161,857					3,161,857	4,727,426	5,889,283	20.0%
Rockingford Lane - W Leavelle to E Leavelle	Dallas	MCP-721	Thoroughfare	710,000						710,000	710,000	1,420,000	50.0%
Southwest Hwy - Corbinville to LePrade	Garland	MCP-721	Thoroughfare	722,500						722,500	722,500	1,445,000	50.0%
Miller Rd - Cherryville to Garland City Lim	Garland	MCP-721	Thoroughfare	458,000						458,000	458,000	916,000	50.0%
Missy Pkwy - RT 635 to Covertack	Mesquite	MCP-721	Thoroughfare	1,750,000						1,750,000	1,750,000	3,500,000	50.0%
Top Rd at Collins Rd	Stuyvesant	MCP-721	Thoroughfare	490,500	188,000					678,500	678,500	1,357,000	50.0%
Wagon Rd - Scopus to US 60	Stuyvesant	MCP-721	Thoroughfare		990,000					990,000	990,000	1,980,000	50.0%
Green Rd - Burton to Bald Uth	Mesquite	MCP-721	Thoroughfare			4,100,000				4,100,000	4,100,000	8,200,000	50.0%
County Club - Walnut to Commerce	Garland	MCP-721	Thoroughfare		930,000	1,182,500				2,112,500	2,112,500	4,225,000	50.0%
Shawnee/John - Walnut to Adkins	Dallas	MCP-721	Thoroughfare		893,000					893,000	893,000	1,786,000	50.0%
all Estimated Costs per Year				3,758,000	3,754,857	5,382,500	0	0	0	12,787,357	16,332,826	29,120,183	43.0%
total Unprogrammed Balances				1,668,500	1,661,843	2,854,000	5,118,500	7,918,500	7,918,500	28,711,843	0	28,711,843	

16. TEA-21 Project cost estimates are the latest, updated for inflation, submitted to the State.  
 A 10% contingency is included in all city projects.  
 \*MCP-721: Transportation "B" Fund Program for funds administered by Public Works.







STATE OF TEXAS

§

COUNTY OF DALLAS

§

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

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

**WITNESSETH**

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

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

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

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

**AGREEMENT**

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

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

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

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

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

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

**Article II. PERIOD OF THE AGREEMENT**

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

**Article III. AMENDMENTS**

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

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

**1. TERMINATION**

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

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

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

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

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

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

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

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

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

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

## 2. FORCE MAJEURE:

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

## Article V. INDEMNIFICATION

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

available to either COUNTY or CITY under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

**Article VI. NOTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Article VIII. UTILITY IMPACTS.**

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

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

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

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

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

#### Article X. PREDESIGN CHARRETTE

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

#### Article XI. FUNDING

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

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

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

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

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

#### **Article XII. RIGHT OF ENTRY**

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

#### **Article XIV. LIST OF PROJECTS**

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

**Article XV. MISCELLANEOUS GENERAL PROVISIONS**

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

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

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

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

COUNTY OF DALLAS

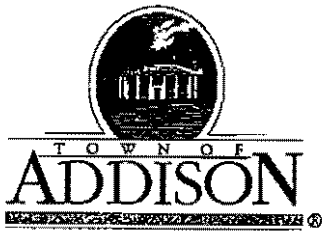
BY \_\_\_\_\_  
TITLE

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

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

APPROVED AS TO FORM:

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



**PUBLIC WORKS DEPARTMENT**

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

April 25, 2001

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

Re: 2001 Call For Projects

Dear Mr. Holzwarth:

The Town of Addison is pleased to submit the following Application Information for five projects, in response to your 2001 Call For Projects.

Belt Line Road/Dallas Parkway Single Point Urban Interchange

Southbound to Northbound U-turn on Dallas Parkway at Arapaho Road

Keller Springs/Addison Road Intersection

Signals Upgrade and Re-timing, Belt Line Rd. from Quorum Dr. to Marsh Lane

The Town Council passed a resolution authorizing filing the applications at their meeting on April 25, 2001. A copy of the resolution will be forwarded as soon as it is signed by the Mayor.

We appreciate the opportunity to submit these applications. If you have any questions, please contact Jim Pierce, P.E., Assistant City Engineer at 972-450-2879.

Very truly yours,

Michael E. Murphy, P.E.  
Acting Director of Public Works

Cc: Chris Terry, Assistant City Manager  
Jim Pierce, P.E., Assistant City Engineer

Attachments

## 2001 Dallas County Call For Projects

### *APPLICATION INFORMATION*

**Submitting Agency:** Town of Addison  
**Contact Person:** Jim Pierce, P.E.-Assistant Director of Public Works  
**Address:** P.O. Box 9010  
Addison, TX 75001

**Telephone Number:** 972-450-2879      **Facsimile Number:** 972-450-2837

**e-mail address:** [jpierce@ci.addison.tx.us](mailto:jpierce@ci.addison.tx.us)

### *PROJECT INFORMATION*

<b>Location:</b>	Keller Springs Road	<b>MAPSCO:</b>	4U
<b>Beginning:</b>	At Addison Road	<b>Project Length:</b>	900 Feet
<b>Ending:</b>	900Ft. E. of Addison Road	<b>Avg Posted Speed:</b>	40 mph
<b>Functional Classification:</b>	Principal Arterial	<b>Avg Operating Speed:</b>	40 mph
<b>Av. # of Accidents: (over past 3 years)</b>	3 per year	<b>Traffic Volume:</b>	16,554/day
		<b>Traffic Volume Source:</b>	1999 traffic count by Town of Addison

	<u>Existing</u>	<u>Proposed</u>
<b>Through lanes</b>	Two	Three
<b>Left turn lanes</b>	One	One
<b>Right turn lanes</b>	One	One
<b>Sidewalks</b>	Yes	Yes
<b>Bicycle Lanes</b>	None	None
<b>Bridges</b>	None	None

#### **Description of Proposed Improvement(s):**

The purpose of this project is to relieve traffic back-up conditions for those vehicles traveling eastbound through the Addison Airport Tunnel. Presently, there is only one through lane for eastbound vehicles. During peak periods, vehicles back up almost to the Tunnel and it takes at least two traffic light cycles to pass the intersection with Addison Road. This project will provide two through lanes for traffic exiting the Tunnel and proceeding east on Keller Springs Road. The proposed improvements include adding an eastbound lane for traffic approximately 900 feet long. The project includes extension of a storm drain culvert, and new pavement markings. The engineering for this project has been completed. The traffic signals at the intersection have already been adjusted for this project.



**PROJECT COST INFORMATION**

<b>Total Project Cost:</b>	\$	248,000
<b>Right-of-way Cost:</b>	\$	72,000
<b>Engineering/Design Cost:</b>	\$	3,000
<b>Utility Cost:</b>	\$	-
<b>Construction Cost:</b>	\$	173,000

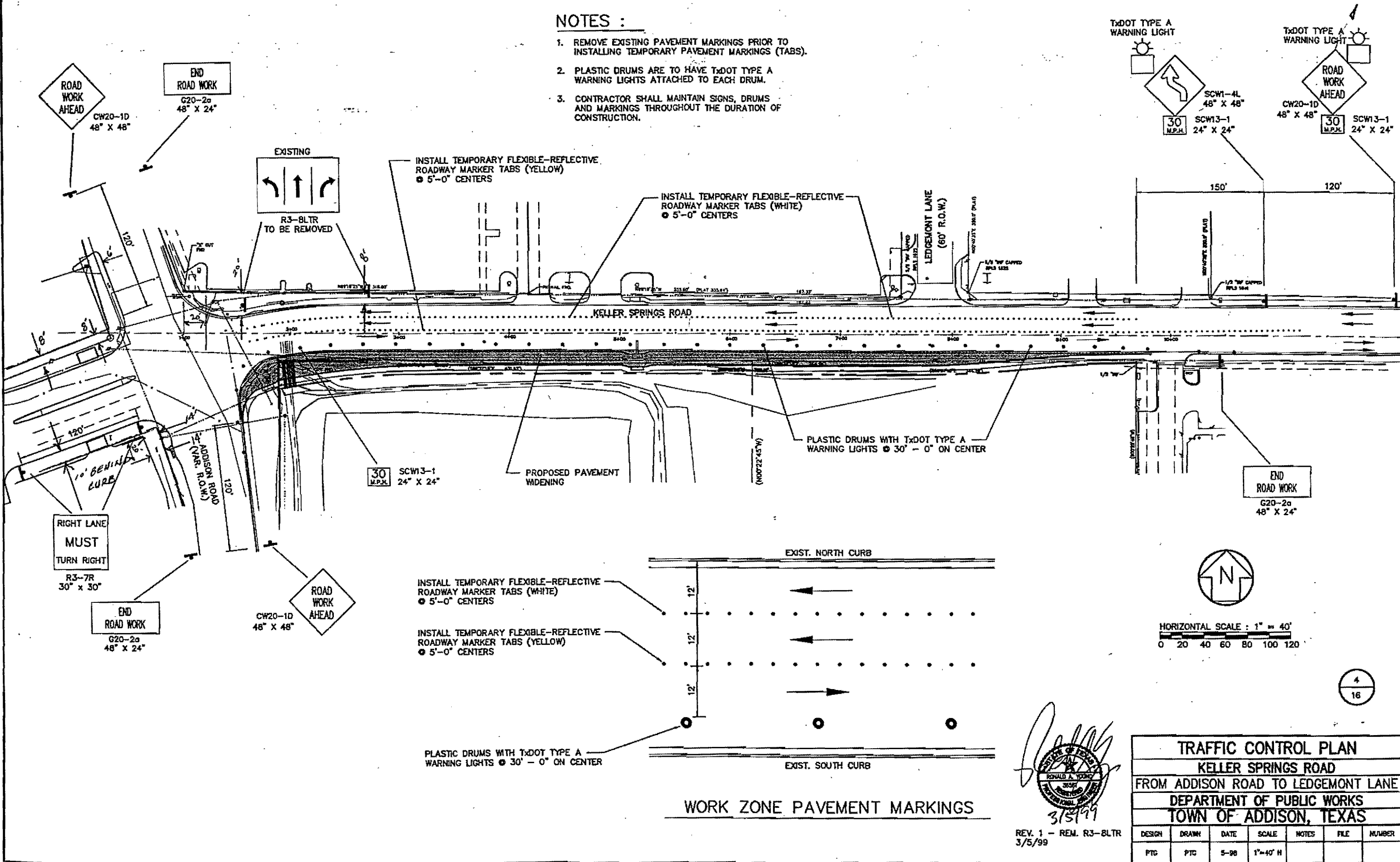
**Local Cost Contribution:**  
in percent of total cost: 80%

**Supporting Comments Regarding Cost:**

This project was bid in late 1999 but was never awarded because of lack of right-of-way. The total amount bid was \$147,560. The bid price has been adjusted upward by 6% for inflation, and 5% has been added to that for contingencies. Engineering costs are for re-bidding the project and bid phase services. Right-of-way cost figured at \$8.00/square foot for 9000 square feet.

**NOTES :**

1. REMOVE EXISTING PAVEMENT MARKINGS PRIOR TO INSTALLING TEMPORARY PAVEMENT MARKINGS (TABS).
2. PLASTIC DRUMS ARE TO HAVE TxDOT TYPE A WARNING LIGHTS ATTACHED TO EACH DRUM.
3. CONTRACTOR SHALL MAINTAIN SIGNS, DRUMS AND MARKINGS THROUGHOUT THE DURATION OF CONSTRUCTION.



*[Signature]*  
 3/5/99

REV. 1 - REM. R3-BLTR  
 3/5/99

TRAFFIC CONTROL PLAN						
KELLER SPRINGS ROAD						
FROM ADDISON ROAD TO LEDGEMONT LANE						
DEPARTMENT OF PUBLIC WORKS						
TOWN OF ADDISON, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NUMBER
PTC	PTC	5-98	1"=40' H			

# PROJECT RISK ANALYSIS /ASSESSMENT SHEET

Project Name:	Keller Springs/Addison Road Intersection
Project Location (Beginning):	Keller Springs Road at Addison Road
Project Location (Ending):	900 Feet East of Addison Road
City:	Addison, TX

1. **Right of Way** Is ROW available?  
a) Yes  
b) No
- Utility Easement** Utility easements present?  
a) Yes  
b) No

Any Comments on ROW availability? The Town has been waiting for development of the south east corner (where right-of-way is needed) so that ROW could be obtained by dedication. However, traffic is building up through the Tunnel and the need for this project has become much more pressing.

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2. **Utilities / Railroad** Check Utilities present:
- Water lines,
  - Gas lines
  - TRA lines
  - Transmission Lines
  - Cable
  - Electricity lines
  - Railroad lines
  - Underground vaults
  - Other underground utilities storm sewer
  - Any historical designations \_\_\_\_\_

3. **Safety** What safety issues exist?
- Gas lines
  - Transit (Dart line)
  - School
  - Church
  - Other \_\_\_\_\_

4. **Environmental** What environmental issues exist?

- Parks
- Floodplains
- Lakes
- Cemeteries
- Other \_\_\_\_\_

5. **Traffic**

- a) Posted Speed \_\_\_\_\_ 40 \_\_\_\_\_ mph
- b) Peak hour operational speed \_\_\_\_\_ 30 \_\_\_\_\_ mph
- c) Off-peak operational speed \_\_\_\_\_ 40 \_\_\_\_\_ mph

6. **Structural Conditions**

- a) Pavement condition \_\_\_\_\_ Needs improvement. \_\_\_\_\_
- b) Drainage condition
  - i) Any undersized bridges \_\_\_\_\_ Yes \_\_\_\_\_  No
  - ii) Culverts present?  Yes \_\_\_\_\_  No
- c) Bridges present? \_\_\_\_\_ Yes \_\_\_\_\_  No
- d) Any road sections under 100 year BFE? \_\_\_\_\_ Yes \_\_\_\_\_  No

7. **Opposition** Possibility of Individual or neighborhood group opposition? \_\_\_ Yes  No  
If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. **Other Comments:** \_\_\_\_\_

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## 2001 Dallas County Call For Projects

### *APPLICATION INFORMATION*

**Submitting Agency:** Town of Addison  
**Contact Person:** Jim Pierce, P.E., Assistant Director-Public Works  
**Address:** P.O. Box 9010 Addison TX 75001-9010  
**Telephone:** 972/450-2879 **Facsimile Number:** 972/450-2834  
**e-mail address:** [jpierce@ci.addison.tx.us](mailto:jpierce@ci.addison.tx.us)

### *PROJECT INFORMATION*

<b>Location:</b>	Belt Line Road	<b>MAPSCO:</b>	14D
<b>Beginning:</b>	Dallas Parkway(Dallas N. Tollway)	<b>Project Length:</b>	0.00
<b>Ending:</b>	N/A (Intersection)	<b>Avg. Posted Speed:</b>	N/A
		<b>Avg. Operating Speed:</b>	N/A
<b>Functional Classification:</b>	F	<b>Traffic Volume:</b>	58,103 Belt Line Rd. 31,801 Dallas Pkwy
<b>Av. # of Accidents: - (over past 3 years)</b>	37 per year	<b>Traffic Volume Source:</b>	Count 8/99

	<u>Existing</u>	<u>Proposed</u>
<b>Through lanes</b>	Belt Line - 3, Dallas Pkwy - 3	Belt Line - 3, Dallas Pkwy - 3
<b>Left turn lanes</b>	Belt Line - 1, Dallas Pkwy - 1	Belt Line - 2, Dallas Pkwy - 2
<b>Right turn lanes</b>	Belt Line - 1, Dallas Pkwy - 1	Belt Line - 1, Dallas Pkwy - 1
<b>Sidewalks</b>	Belt Line - S, Dallas Pkwy - 0	Belt Line - Y, Dallas Pkwy - Y
<b>Bicycle lanes</b>	Belt Line - 0, Dallas Pkwy - 0	Belt Line - 0, Dallas Pkwy - 0

#### **Description of Proposed Improvement(s):**

The project will allow the simultaneous operation of left turn lanes for east/west traffic and for north/south traffic. Efficiency of the intersection will be improved by 15 to 20%. The project consists of the removal of existing pavement, medians and bridge parapet walls, installation of concrete drill shafts and cantilever bridge bents, reconstruction of existing retaining walls, construction of additional bridge deck and parapet walls, construction of right-turn lanes, construction of dual left-turn lanes and installation of new traffic signals. Traffic signals will be timed with other signals on Belt Line Road which are covered by another project. Associated work includes traffic control during construction, pavement markings and signing. Even though this project is located in the City of Dallas, Addison is willing to fund the project as it will improve traffic flow on Belt Line Road within the Town. It will also benefit the Dallas North Tollway by improving traffic flow on Dallas Parkway. DART busses will benefit from this project as well. This project is an example of regional cooperation where one Town is willing to fund a project of regional significance (see attached drawing). The two projects that were approved for funding under TEA-21, on Belt Line Road west of Dallas Parkway, underscore the need for this project. For this intersection, we have had 112 accidents over the past 3 years. We estimate with this project, accidents will be reduced by 20%. This is our number 1 priority project for this program.

***PROJECT COST INFORMATION***

<b>Total Project Cost:</b>	<b>\$2,500,000</b>
<b>Right-of-way Cost:</b>	<b>\$ 170,000</b>
<b>Engineering/Design Cost:</b>	<b>\$ 240,000</b>
<b>Utility Cost:</b>	<b>\$ 30,000</b>
<b>Construction Cost:</b>	<b>\$2,060,000</b>

<b>Local Cost Contribution:</b>	<b>\$</b>		
<b>in percent of total cost</b>		<b>80</b>	<b>%</b>

**Supporting Comments Regarding Cost:**

A project cost estimate was prepared by Barton Aschman, based upon schematic design, in October 1997. The cost estimate was revised to present day as shown above.



# PROJECT RISK ANALYSIS /ASSESSMENT SHEET

Project Name:	Belt Line/Dallas Parkway Single Point Urban Interchange
Project Location (Beginning):	Belt Line Road At Dallas Parkway
Project Location (Ending):	Same
City:	Addison

1. **Right of Way** Is ROW available?  
a) Yes  
b) No
- Utility Easement** Utility easements present?  
a) Yes  
b) No

Any Comments on ROW availability? ROW will be acquired by negotiation. If all negotiations fail, ROW will be acquired by eminent domain.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **Utilities / Railroad** Check Utilities present:
- Water lines,
  - Gas lines
  - TRA lines
  - Transmission Lines
  - Cable
  - Electricity lines
  - Railroad lines
  - Underground vaults
  - Other underground utilities sewer, storm sewer
  - Any historical designations \_\_\_\_\_

3. **Safety** What safety issues exist?
- Gas lines
  - Transit (Dart line)
  - School
  - Church
  - Other \_\_\_\_\_





## 2001 Dallas County Call For Projects

### *APPLICATION INFORMATION*

**Submitting Agency:** Town of Addison  
**Contact Person:** Jim Pierce, P.E., Assistant Director-Public Works  
**Address:** P.O. Box 9010 Addison TX 75001-9010  
**Telephone:** 972/450-2879 **Facsimile Number:** 972/450-2834  
**e-mail address:** [jpierce@ci.addison.tx.us](mailto:jpierce@ci.addison.tx.us)

### *PROJECT INFORMATION*

**Location:** Belt Line Road **MAPSCO:** 13D, 14A, B, C  
**Beginning:** Marsh Lane **Project Length:** 1.7 miles  
**Ending:** Dallas Parkway **Avg. Posted Speed:** 40 mph  
**Functional Classification:** Principal Arterial **Avg. Operating Speed:** 12 mph  
**Average # of Accidents:** 143/Yr. **Traffic Volume:** 59,380  
**(over past 3 years)** **Traffic Volume Source:** Count 8/99

	<u>Existing</u>	<u>Proposed</u>
Through lanes	3	3
Left turn lanes	1	1
Right turn lanes	1	1
Sidewalks	Y	Y
Bicycle lanes	0	0

#### **Description of Proposed Improvement(s):**

This project provides for retiming the existing 17 year old coordinated signal system along Belt Line Road from Marsh Lane to Quorum Drive (see attached plan). Timing plans for the AM, PM, Off-Peak, and Friday PM Peak periods will be prepared for each intersection. The signal hardware at each intersection will be upgraded to include video detection, TS-2 cabinets, and TS-2 controllers. Additional phone drops will also be installed to provide a communications link to the traffic service center. Existing hardwire interconnect cables will be used to maintain communication between the signal controllers. Associated work will include installation of new conduit and wiring at each intersection. The existing power source for each location will be used. For this section of road, we have had a total of 429 accidents in the last 3 years. We believe retiming will improve traffic flow, and this project will work hand-in-hand with the Belt Line/Dallas Parkway Single Point Urban Interchange project.

**PROJECT COST INFORMATION**

<b>Total Project Cost:</b>	\$700,000		
<b>Right-of-way Cost:</b>	\$ 0		
<b>Engineering/Design Cost:</b>	\$ 90,000		
<b>Utility Cost:</b>	\$ 0		
<b>Construction Cost:</b>	\$610,000		
<b>Local Cost Contribution:</b>	\$		
in percent of total cost		80	%

**Supporting Comments Regarding Cost:**

{Use this section to justify project cost estimate.} This cost estimate was prepared by Parsons Transportation Group in January 2000.

# DALLAS

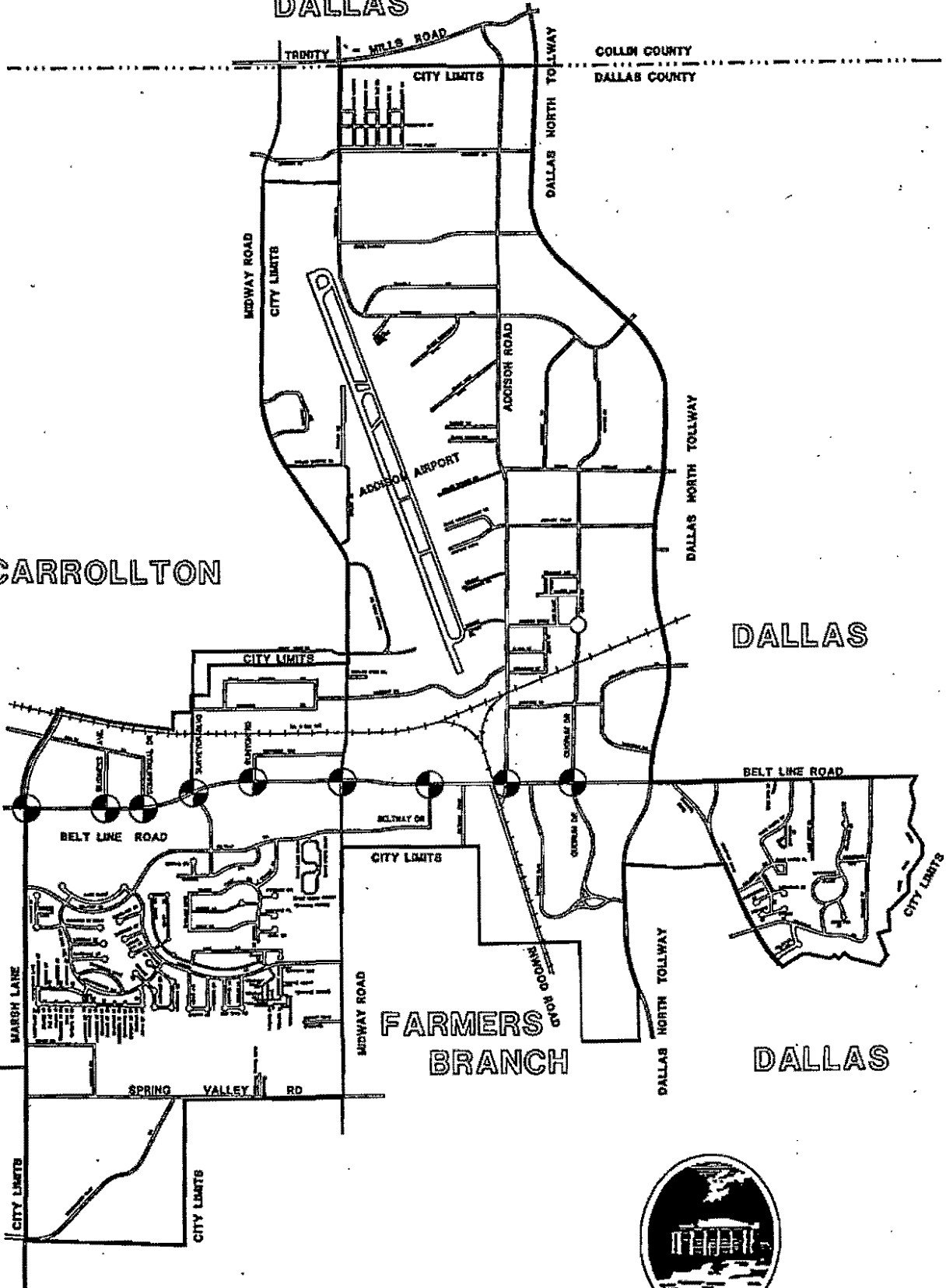
COLLIN COUNTY  
DALLAS COUNTY

CARROLLTON

DALLAS

FARMERS  
BRANCH

DALLAS



## LEGEND

- SIGNAL TIMING AND HARDWARE UPGRADE LOCATION



TOWN OF  
**ADDISON**

BELT LINE ROAD SIGNAL TIMING  
AND HARDWARE UPGRADE

# PROJECT RISK ANALYSIS /ASSESSMENT SHEET

Project Name:	Belt Line Road Signals Up-grade
Project Location (Beginning):	Marsh Lane
Project Location (Ending):	Dallas Parkway
City:	Addison

1. **Right of Way** Is ROW available? None Required  
 a) Yes  
 b) No
- Utility Easement** Utility easements present? None Required  
 a) Yes  
 b) No

Any Comments on ROW availability? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. **Utilities / Railroad** Check Utilities present:
- Water lines,
  - Gas lines
  - TRA lines
  - Transmission Lines
  - Cable
  - Electricity lines
  - Railroad lines
  - Underground vaults
  - Other underground utilities \_\_\_\_\_
  - Any historical designations \_\_\_\_\_

3. **Safety** What safety issues exist?
- Gas lines
  - Transit (Dart line)
  - School
  - Church
  - Other \_\_\_\_\_

4. **Environmental** What environmental issues exist? None

- Parks
- Floodplains
- Lakes
- Cemeteries
- Other \_\_\_\_\_

5. **Traffic**

- a) Posted Speed 40 mph
- b) Peak hour operational speed 12 mph
- c) Off-peak operational speed 40 mph

6. **Structural Conditions**

- a) Pavement condition Good
- b) Drainage condition
  - i) Any undersized bridges        Yes         No
  - ii) Culverts present?  Yes         No
- c) Bridges present?        Yes         No
- d) Any road sections under 100 year BFE?        Yes         No

7. **Opposition** Possibility of Individual or neighborhood group opposition?        Yes  No  
If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. **Other Comments:** \_\_\_\_\_

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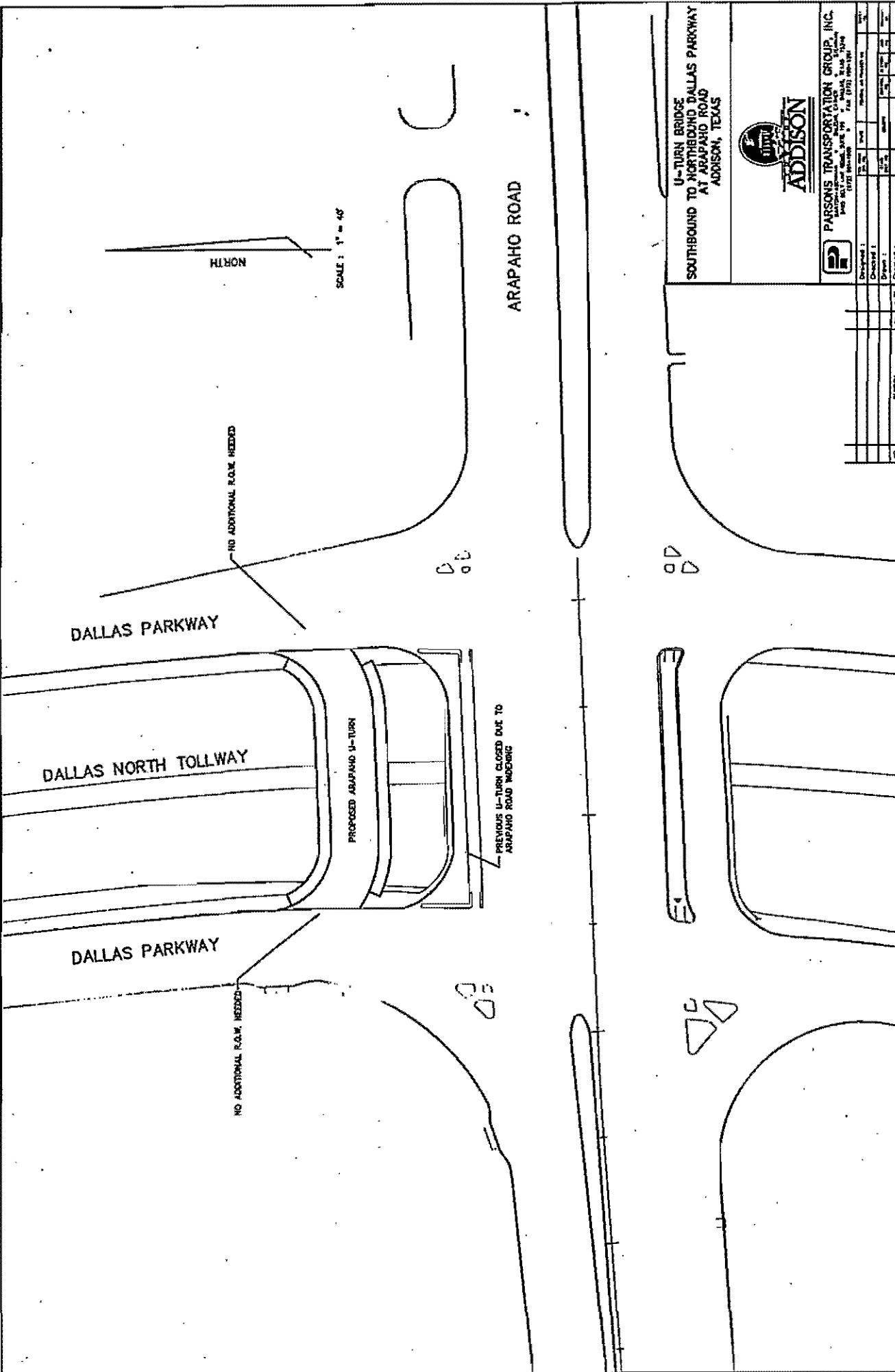
***PROJECT COST INFORMATION***

<b>Total Project Cost:</b>	<b>\$750,000</b>		
<b>Right-of-way Cost:</b>	<b>\$ 0</b>		
<b>Engineering/Design Cost:</b>	<b>\$ 90,000</b>		
<b>Utility Cost:</b>	<b>\$ 0</b>		
<b>Construction Cost:</b>	<b>\$660,000</b>		
<b>Local Cost Contribution:</b>	<b>\$</b>		
<b>in percent of total cost</b>		<b>80</b>	<b>%</b>

**Supporting Comments Regarding Cost:**

A cost estimate, based upon schematic design, was prepared by Parsons Transportation Group in April 1999.





NORTH

SCALE: 1" = 40'

DALLAS PARKWAY

DALLAS NORTH TOLLWAY

PROPOSED ARAPAHO U-TURN

PREVIOUS U-TURN CLOSED DUE TO ARAPAHO ROAD IMPROVING

DALLAS PARKWAY

NO ADDITIONAL R.O.W. NEEDED

NO ADDITIONAL R.O.W. NEEDED

ARAPAHO ROAD

U-TURN BRIDGE  
SOUTHBOUND TO NORTHBOND DALLAS PARKWAY  
AT ARAPAHO ROAD  
ADDISON, TEXAS



PARSONS TRANSPORTATION GROUP, INC.  
11000 North Central Expressway, Suite 1000  
Dallas, Texas 75243  
Tel: (972) 399-1000

NO.	DATE	BY	CHK'D BY	DESCRIPTION

# PROJECT RISK ANALYSIS /ASSESSMENT SHEET

Project Name:	Dallas Parkway SB to NB U-turn
Project Location (Beginning):	Dallas Parkway at Arapaho Road
Project Location (Ending):	Same
City:	Addison

1. **Right of Way** Is ROW available? N/A

- a) Yes
- b) No

**Utility Easement** Utility easements present?

- a) Yes
- b)  No

Any Comments on ROW availability? ROW no required.

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2. **Utilities / Railroad** Check Utilities present: N/A

- Water lines,
- Gas lines
- TRA lines
- Transmission Lines
- Cable
- Electricity lines
- Railroad lines
- Underground vaults
- Other underground utilities \_\_\_\_\_
- Any historical designations \_\_\_\_\_

3. **Safety** What safety issues exist? N/A

- Gas lines
- Transit (Dart line)
- School
- Church
- Other \_\_\_\_\_

4. **Environmental** What environmental issues exist?N/A

- Parks
- Floodplains
- Lakes
- Cemeteries
- Other \_\_\_\_\_

5. **Traffic** N/A - Inspection

- a) Posted Speed \_\_\_\_\_ mph
- b) Peak hour operational speed \_\_\_\_\_ mph
- c) Off-peak operational speed \_\_\_\_\_ mph

6. **Structural Conditions**

- a) Pavement condition Good
- b) Drainage condition
  - i) Any undersized bridges \_\_\_\_\_ Yes  No
  - ii) Culverts present? \_\_\_\_\_ Yes  No
- c) Bridges present?  Yes \_\_\_\_\_ No
- d) Any road sections under 100 year BFE? \_\_\_\_\_ Yes  No

7. **Opposition** Possibility of Individual or neighborhood group opposition? \_\_\_ Yes  No  
If yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. **Other Comments:** \_\_\_\_\_

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## Steve Chutchian

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**From:** Michael Murphy  
**Sent:** Wednesday, February 28, 2001 3:10 PM  
**To:** Jim Pierce; Steve Chutchian  
**Subject:** FW: Participation in CIP A/E Consultant Selection Process



a trans to matrix team,  
28 Feb...



EXHIBIT D, RFQ for  
consult. Fe...

Guys,

FYI

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

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

**From:** Donald Holzwarth [mailto:DHolzwarth@dallascounty.org]  
**Sent:** Monday, February 26, 2001 4:26 PM  
**To:** jcosby@airmail.net; Jim.Sparks@cedarhilltx.com;  
Jpierce@ci.addison.tx.us; mmurphy@ci.addison.tx.us;  
Ncline@ci.carrollton.tx.us; Rwalhood@ci.carrollton.tx.us;  
Sjenkins@ci.carrollton.tx.us; Kgriffin@ci.coppell.tx.us;  
ddybala@ci.dallas.tx.us; pbaugh@ci.desoto.tx.us;  
tjohnson@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us;  
Davidd@ci.farmers-branch.tx.us; MURAWSKJ@ci.farmers-branch.tx.us;  
Jbaker@ci.garland.tx.us; Rwunderlich@ci.garland.tx.us;  
rlarkins@ci.grand-prairie.tx.us; ttumulty@ci.mesquite.tx.us;  
Jgodwin@ci.rowlett.tx.us; George\_human@cor.gov; henry.drexel@cor.gov;  
Walter\_ragsdale@cor.gov; jangel@irving.lib.tx.us;  
Jcline@irving.lib.tx.us; Publicworksinspector@townofsunnyvale.org;  
townmanager@townofsunnyvale.org  
**Cc:** discodad@aol.com; ABacchus@dallascounty.org;  
ARobinson@dallascounty.org; BWeems@dallascounty.org;  
CMarek@dallascounty.org; DCranford@dallascounty.org;  
DDavidson@dallascounty.org; DKeeseey@dallascounty.org;  
DMcswain@dallascounty.org; ENgwa@dallascounty.org;  
IHicks@dallascounty.org; IRodriguez@dallascounty.org;  
JHedge@dallascounty.org; JMears@dallascounty.org;  
JNorman@dallascounty.org; JSmith@dallascounty.org;  
LFisher@dallascounty.org; MAIN.SWilson@dallascounty.org;  
NNew@dallascounty.org; SCamarillo@dallascounty.org;  
SHomer@dallascounty.org; CON\_INSP@HOTMAIL.com  
**Subject:** Participation in CIP A/E Consultant Selection Process

Dear Partners,

Attached is the schedule for our selection process to assure a fast start on our joint County-City CIP projects. These are the projects which we all agreed that the County would provide PM services for and thus we are taking the first important step of getting the consultants on-board. As we promised in our Partnering Session and at other times, you are invited and welcome to be a part of the Selection Committee. It will involve a commitment of a member of your staff's time, if you chose to participate at that level.

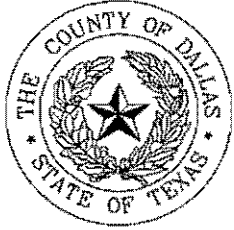
The first meeting will be at 1:00 P.M. on 1 March, one hour before our pre-submittal meeting with the consultants. At this meeting, we will cover the process with our city partners and our County Selection Team members.

The next commitment would be to work as a member of the selection committee to prequalify the top ~30 firms as the best of the potentially best qualified firms. This will involve scoring the SOQ's (number unknown, could be ~50), then meeting to finalize list. This will happen between 12 — 26 March.

Then in April, from the 9th to the 17th, we will schedule interview with the top ~30 firms (45 min each), and the committee member needs to be in attendance for those sessions. They become the basis for the "best qualified" determination for each of the 15 projects. The final selection meetings will be 20 April, to come up with a recommended "best qualified" firm for each project.

We will certainly understand if you think this is too large a time commitment, and will pledge to keep you informed of the status at every milestone. Pls respond to this e-mail or to Janet Norman with your desires in this selection process.

Don Holzwarth



**DALLAS COUNTY  
PUBLIC WORKS**

February 28, 2001

**MEMORANDUM:**

**TO:** Public Works Directors, Matrix Team Members

**FROM:** Alberta Blair-Robinson, P.E.  
Assistant Director of Public Works

**SUBJECT: MCIP Matrix Team  
Meeting Thursday, March 1, 2001, 1:30 PM**

Please mark your calendar with the subject date and time (1 pm) for an **essential** team meeting for the purpose of preparing for the pre-submission meeting with the Consultants interested in the Request for Qualifications for Engineering Services in connection with the Major Capital Improvement Program (MCIP). The Consultants interested in proposing for these contracts will be meeting at 2:30 pm on the same day. We would like to address pertinent issues with the person you will have on the selection team at the 1:30 pm meeting. If you have any questions, you may contact our Contracts Administrator, Janet Norman at 214-653-7232 ([jnorman@dallascounty.org](mailto:jnorman@dallascounty.org)) or me at the phone and address listed below.

jcn

## **EXHIBIT "D"**

### **CONTRACT FOR ENGINEERING SERVICES**

#### **Schedule for A/E Consultant Selection for MCIP 2000 - 2001**

<b>Consultant Selection Process</b>	<b>Schedules</b>
Brief FRQ	<i>13-Feb</i>
Advertisement of Request for SOQ	<i>19-Feb to 5-Mar</i>
Consultant Selection Overview Meeting	<i>1-Mar</i>
Consultants submit SOQ	<i>12-Mar</i>
Selection Committee submit Initial Rankings	<i>26-Mar</i>
Brief Individual Commissioners	<i>27 to 29 Mar</i>
Letters to Consultants on Shortlisted Firms	<i>30-Mar</i>
Scheduling of Interviews and Confirmation Letters	<i>30-Mar to Apr 6</i>
Interviews of Shortlisted Firms	<i>09-to 17-Apr</i>
Committee Review Final Ranking Meetings	<i>20-Apr</i>
Briefing to Commissioner Court to Negotiate with Best Qualified and Approval of Modified A/E Contract	<i>1-May</i>
Negotiation of Contracts with Consultants	<i>01 to 09-May</i>
Award Consultant Contracts	<i>22 May to 26 Jun</i>

**2001 Major Capital Improvement Program  
Kick-Off Meeting  
January 31, 2001, 2-5pm**

**A G E N D A**

- 2:00—2:20pm Gather, Network, Coffee
- 2:20—3:00pm Welcome, Overview of Meeting and Introductions
- 3:00—4:00pm Short Presentations:
  - Candidate Impact Projects
  - Review of 2000 MCIP Application, Evaluation and Selection Process
  - Recommended Changes for 2001
  - 2001 MCIP Evaluation Methodology
  - Project Cost Estimation Guidelines
  - Sample Application Forms and Demonstration of 2001 Application Process
- 4:00—5:00pm Discussion, Question and Answer Session
- 5:00pm Break!





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



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



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



# **Dallas County Public Works**

## **2001 Major Capital Improvement Program (MCIP)**

# 2001 MCIP Timeline

- **Cities submit applications (4/27)**
- **Complete preliminary evaluation (6/29)**
- **Cities review preliminary results (7/29)**
- **Consultant completes final ranking (8/17)**
- **Recommend projects to Commissioners**
- **Commissioners make final selection (10/30)**

# **Summary of Changes to Evaluation Methodology**

- **Functional classification rating**
- **Speed delay rating for intersection projects**
- **Bike/pedestrian projects**
- **Inter-modal / Multi-modal rating**
- **Accident rate rating**
- **Project cost estimation**



# Evaluation Methodology

<b>Functional Class</b>	<b>Speed Delay</b>	<b>Air Quality</b>	<b>Traffic Volume</b>	<b>Traffic Volume Growth</b>
<b>Sustainable Dev.</b>	<b>Travel Desire</b>	<b>Benefit - Cost Ratio</b>	<b>Accident Rate</b>	<b>Intermodal Multimodal Social Mobility</b>

# 1. Functional Classification

• Based on 2000 Regional Thoroughfare Plan

- Regional arterial [10pts]
- Freeway [7pts]
- Other arterial [3pts]
- Not on Plan [0pts]
- \*Reliever road scenario

## 2. Speed Delay Rating (10 points)

• To determine anticipated improvement to travel times and speed

• **DOC = Degree of congestion=**

$$\bullet \frac{[\text{Posted Speed} - \text{Operational Speed}]}{\text{length of project}} - 0.41$$

• The greater the **DOC** the greater the score

### **3. Traffic Volume Rating (10pts)**

- **To determine magnitude of traffic flow improvement**
- **Year 2025 “Build” condition**
- **Year 2025 “No Build” condition**
- **Difference between the two**
- **The greater the traffic improvement, the greater the score**

## **4. Traffic Volume Growth Rating**

- **To determine magnitude of growth in traffic volume btw existing and future condition**
- **Year 1995 “Existing condition”**
- **Year 2025 “Build” condition**
- **Difference between the two**
- **The greater the difference (% growth), the greater the score**

## **5. Travel Desire Rating (10pts)**

- **To determine the project's inherent attractiveness and desirability**
- **Year 2025 "capacity-constrained" run**
- **Year 2025 "all-or-nothing" model run**
- **The greater the % difference, the greater the score**

## **6. Benefit-Cost Ratio (10pts)**

- **Benefits based on:**

- **reduction in travel-time delay (increase in average daily loaded speeds after the improvement)**

- **Cost based on approved estimated project cost**

- **The greater the ratio, the greater the score**

## **7. Accident Rate Rating (10pts)**

- **Last year rating was based on correctable accidents**
- **This year, rating based on raw accident rate per million vehicle miles**
- **Three years' worth of accident data will be provided by cities**
- **The greater the rate, the greater the score**



## 8. Air Quality Rating

- **Project's impact toward improving air quality**
- **Nitrous oxide emission before and after improvement (year 2025 'build' & 'no-build')**
- **Difference between the two**
- **Factor-in volume, project length and cost**
- **The lesser the cost (\$/lb) of nitrogen oxide reduction, the greater the score**

# 9. Sustainable Development / Redevelopment / Smart Growth

- **Project's potential to encourage regional sustainable development / smart growth**
- **Projects receive full 10 points or no points at all**
- **Points will be awarded if project is located:**
  - **distressed area\***
  - **under-utilized area\***

• **\* Based on Dallas County tax abatement policy. Check map!**

# 10. Intermodal / Multimodal / Social Mobility Rating

## • 1. Inter-modal / Multi-modal

(ability to involve more than a single mode)

- Transit (bus/rail) 10points
- School Bus 7points
- Bicycle paths 5points
- Pedestrian paths 3 points

## • 2. Social Mobility (services to elderly or disabled)

## • 3. Infrastructure Investment Project

(long-term economic development potential)

# Special Cases

## • **Special case #1**

- for new roadways, multiply traffic volume rating by 3

## • **Special case #2**

- if B/C ratio is 0 because resulting congestion is > after improvement, multiply volume by 2

## • **Special case #3**

- if absolute value of traffic volume is < 5000, divide TVG and TDR by 2

# **Local Cost Participation Multiplier (LCPM)**

- **Rewards projects with strong commitment**
- **Aggregate project score multiplied by  
LCPM = Final Project Score**
- **LCPM = 1+ratio of city match**
- **Bonus multiplier points (.3) awarded to  
projects in disadvantaged areas**
- **Partnering cities must commit to a  
minimum of 50% of total project cost**

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

*We will pay 50% of direct Admin charges*

District 1			For Briefing on October 10, 2000								Public Works			
Major Capital Improvement Program											04-Oct-00			
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	7,227,161			
Thoroughfare Funding Available		MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,272,839			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	9,999,000			
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	7,916,500	42,499,000	0		
<b>Projected Project Costs</b>														
Intersection Group 1	Dallas	MCIP-T21	Intersection	51,917							51,917	207,667	259,584	20.0%
<del>Belt Line SH 289/Preston to Dallas Pkwy</del>	<del>Dallas</del>	<del>MCIP-T21</del>	<del>Widening</del>	<del>102,670</del>	<del>443,773</del>						<del>546,443</del>	<del>21,689,787</del>	<del>22,236,230</del>	<del>20.0%</del>
Inwood Rd @ Lovers Lane	Dallas	MCIP-T21	Intersection	75,713							75,713	302,847	378,560	20.0%
Valley View Ln - Nicholson to IH 635	Farmers Branch	MCIP-T21	Widening		520,001						520,001	2,079,999	2,600,000	20.0%
Campbell Rd - Jay Ell Rd to US 75	Richardson	MCIP-T21	Grade Sep.	3,519,700							3,519,700	19,944,963	23,464,663	15.0%
Midway - Spring Valley to Dooley	Addison	MCIP-Thor	Signal		196,000						196,000	196,000	392,000	50.0%
Arapaho - Addison Rd to Surveyor	Addison	MCIP-Thor	New Facility				1,432,812				1,432,812	12,895,308	14,328,120	10.0%
Old Denton - Whitlock to Trinity Mills	Carrollton	MCIP-Thor	Reconstruct			2,500,000					2,500,000	2,500,000	5,000,000	50.0%
Broadway - Belt Line to Trinity Mills	Carrollton	MCIP-Thor	Widening			419,521	3,830,479				4,250,000	4,250,000	8,500,000	50.0%
Sandy Lake - Denton Tap to SH 121	Coppell	MCIP-Thor	Widening			1,300,000					1,300,000	6,975,000	8,275,000	15.7%
IH 35E - Spur 348/NW Hwy to Spur 482/Storey	Dallas	MCIP-Thor	Frontage Rd		899,000						899,000	2,201,000	3,100,000	29.0%
Hillcrest - Royal to Loop 12/NW Hwy	Dallas	MCIP-Thor	Turn Lanes		737,500						737,500	737,500	1,475,000	50.0%
Las Colinas Blvd - Colwell to Lake Carolyn Pkwy	Irving	MCIP-Thor	New Facility			1,500,000	500,000				2,000,000	8,000,000	10,000,000	20.0%
Sh 121 Bypass - County Line to Denton Tap Rd	Lewisville	MCIP-Thor	New Facility		300,000						300,000	1,500,000	1,800,000	16.7%
Collins @ Plano Rd	Richardson	MCIP-Thor	Intersection		175,000						175,000	175,000	350,000	50.0%
Spring Valley @ Weatherred/Goldmark	Richardson	MCIP-Thor	Intersection			475,000					475,000	475,000	950,000	50.0%
Belt Line - Plano Rd to Jupiter Rd	Richardson	MCIP-Thor	Rehab.		277,721	55,479					333,200	346,800	680,000	49.0%
Main St/Belt Line - Interurban Rd to US 75	Richardson	MCIP-Thor	Turn Lanes		200,000						200,000	200,000	400,000	50.0%
<b>Total Estimated Costs Per Year</b>				<b>3,750,000</b>	<b>3,750,000</b>	<b>6,250,000</b>	<b>5,763,291</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,513,291</b>	<b>65,176,871</b>	<b>84,690,162</b>	<b>23.0%</b>
<b>Annual Unprogrammed Balance</b>				<b>1,666,500</b>	<b>1,666,500</b>	<b>1,666,500</b>	<b>2,153,209</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>22,985,709</b>			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.														
A 50% minimum match is assumed for City of Carrollton projects. All other Thoroughfare projects listed meet or exceed the 50% minimum.														
The Las Colinas Blvd project includes \$2.0 million thoroughfare participation and assumes an additional \$1.0 million in right-of-way exchange.														
The Campbell Road Grade Separation TEA-21 Project may take longer to develop than estimated above which would increase the funding available for thoroughfares in the early years.														
												District 1		

STATE OF TEXAS §

COUNTY OF DALLAS §

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

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

**WITNESSETH**

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

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

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

**AGREEMENT**

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

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



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

**Road with limits**

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

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

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

**PLEASE NOTE YOUR COMMENTS HERE**

**Article II. PERIOD OF THE AGREEMENT**

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

**Article III. AMENDMENTS**

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

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

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

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

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

**Article V. INDEMNIFICATION**

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

**Article VI. NOTIFICATION**

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

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

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

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

City Director of Public Works

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

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

**PLEASE NOTE YOUR COMMENTS HERE**

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

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

CITY shall bear the entire cost of-

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

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

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

**PLEASE NOTE YOUR COMMENTS HERE**

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

**PLEASE NOTE YOUR COMMENTS HERE**

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

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

**PLEASE NOTE YOUR COMMENTS HERE**



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

**PLEASE NOTE YOUR COMMENTS HERE**

Article IX. **PREDESIGN CHARRETTE**

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

**PLEASE NOTE YOUR COMMENTS HERE**

**Article X. FUNDING**

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

**PLEASE NOTE YOUR COMMENTS HERE**

**Article XI. RIGHT OF ENTRY**

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

**Article XII. MISCELLANEOUS GENERAL PROVISIONS**

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

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

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

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

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

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

COUNTY OF DALLAS

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

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

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

APPROVED AS TO FORM:

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

**PLEASE NOTE YOUR COMMENTS HERE**

*Cd/Selas 2000-03/CIPMLA*

DALLAS COUNTY PUBLIC WORKS

## RECENT VICTORIES TO CELEBRATE



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

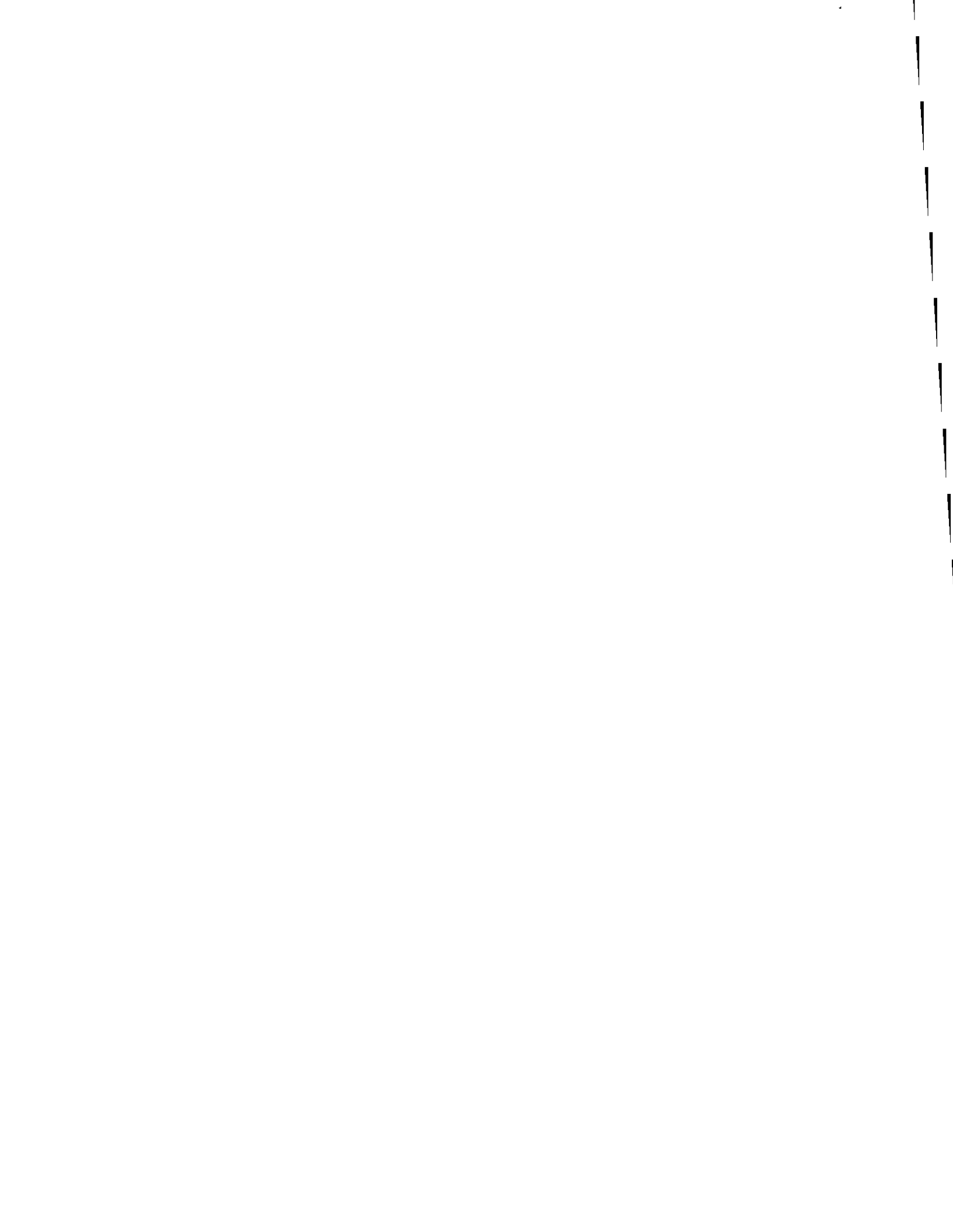
*PUBLIC WORKS*

**RECENT VICTORIES TO CELEBRATE**



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



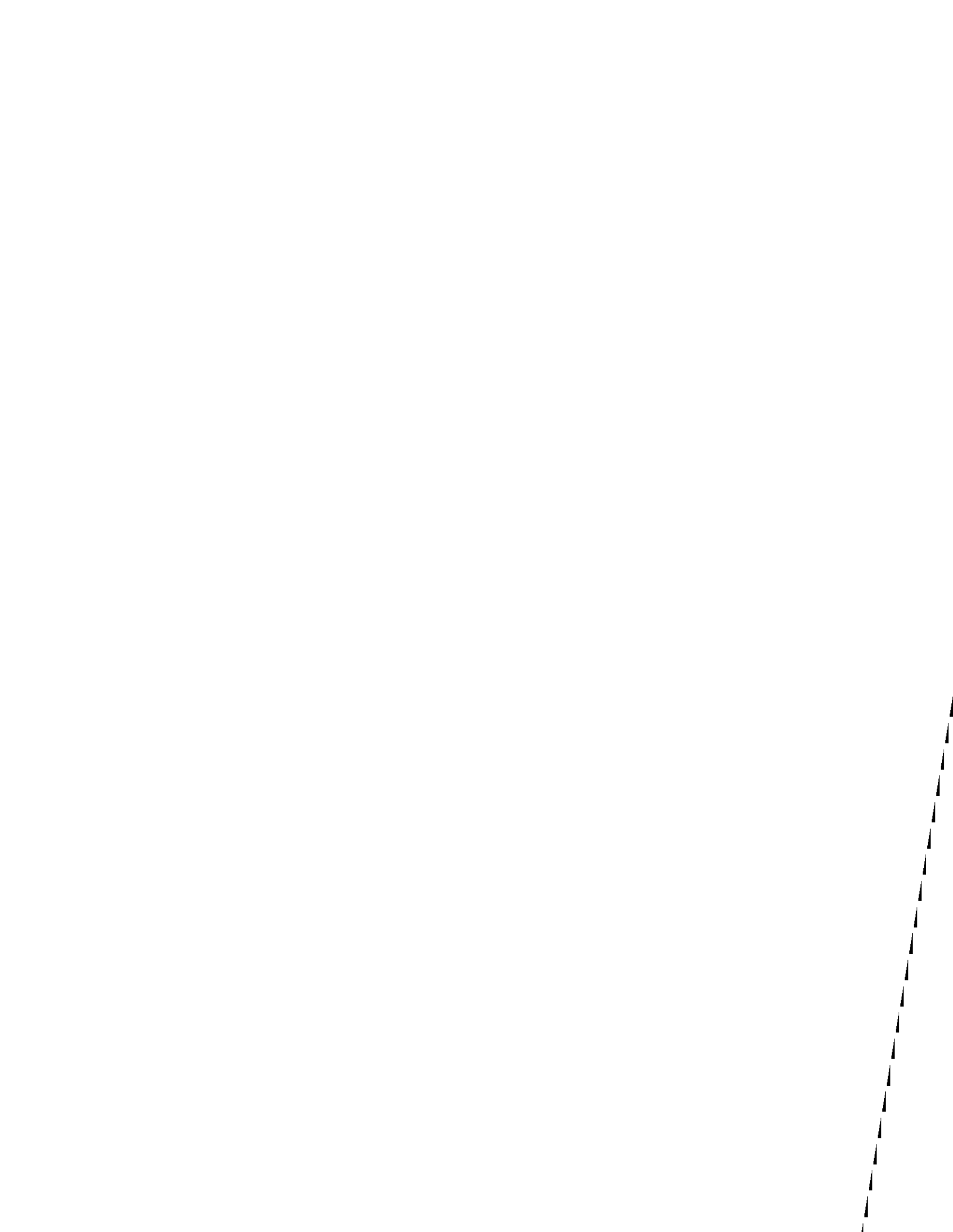


## FIVE PHASE PROJECT DELIVERY SYSTEM

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



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





DALLAS COUNTY  
PUBLIC WORKS

DALLAS COUNTY  
COMMISSIONERS COURT

00 OCT -4 PM 3:45

October 4, 2000

**MEMORANDUM**

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

**Background**

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

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

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

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

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

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



**Financial Impact**

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

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

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

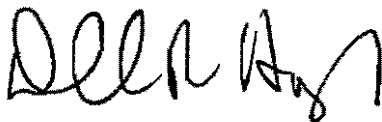
**Schedule**

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

**Recommendation**

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

Approved By:



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

Attachment





Countywide Districts 1-4		For Briefing on October 10, 2000										Public Works		
Major Capital Improvement Program												04-Oct-00		
Funding/Cost Forecast														
Project	District	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available	1	MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,161			
	2			2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,160			
	3			2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,161			
	4			2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,160			
	Total			8,908,642	0	5,000,000	5,000,000	5,000,000	5,000,000	0	28,908,642			
<b>Thoroughfare Funding Available</b>														
	1	MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,839			
	2			1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,840			
	3			1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,839			
	4			1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,840			
	Total			6,091,358	15,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	101,091,358			
<b>Major Impact Funding Available</b>														
	1	MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	2			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	3			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	4			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	Total			6,666,000	6,666,000	6,666,000	6,666,000	6,666,000	6,666,000	0	39,996,000			
<b>Total Transportation Funding Available</b>				21,666,000	21,666,000	31,666,000	31,666,000	31,666,000	31,666,000	0	169,996,000			
<b>Projected Project Costs</b>														
TEA-21 Projects	1	MCIP-T21		3,750,000	964,779	0	0	0	0	0	4,714,779	24,726,263	29,440,042	16.0%
	2			0	1,181,857	0	0	0	0	0	1,181,857	4,727,426	5,909,283	20.0%
	3			598,550	1,853,745	0	0	0	0	0	2,452,295	11,626,445	14,078,740	17.4%
	4			542,673	0	0	0	0	0	0	542,673	7,000,687	7,543,360	7.2%
	Total			4,891,223	4,000,381	0	0	0	0	0	8,891,604	48,079,821	56,971,425	15.6%
<b>Major Impact Projects</b>														
	1			0	0	0	0	0	0	0	0	0	0	0
	2			0	0	0	0	0	0	0	0	0	0	0
	3			0	0	0	0	0	0	0	0	0	0	0
	4			2,000,000	3,000,000	0	0	0	0	0	5,000,000	15,000,000	20,000,000	25.0%
	Total			2,000,000	3,000,000	0	0	0	0	0	5,000,000	15,000,000	20,000,000	25.0%
<b>Thoroughfare Projects</b>														
	1	MCIP-Thor		0	2,785,221	6,250,000	5,763,291	0	0	0	14,798,512	40,451,608	55,250,120	26.8%
	2			3,750,000	2,573,000	5,282,500	0	0	0	0	11,605,500	11,605,500	23,211,000	50.0%
	3			3,176,666	1,895,000	2,050,000	0	0	0	0	7,121,666	7,121,666	14,243,332	50.0%
	4			2,936,000	2,395,550	3,336,000	0	0	0	0	8,667,550	13,839,550	22,507,100	38.5%
	Total			9,862,666	9,648,771	16,918,500	5,763,291	0	0	0	42,193,228	73,018,324	115,211,552	36.6%
<b>Total Estimated Costs Per Year</b>				16,753,889	16,649,152	16,918,500	5,763,291	0	0	0	56,084,832	136,098,145	192,182,877	29.2%
<b>Annual Unprogrammed Balance</b>				4,912,111	5,016,848	14,747,500	25,902,709	31,666,000	31,666,000	0	113,911,168			
<b>Estimated Administrative Cost Ranges</b>														
<b>Estimated Annual Admin Charges, 5% Annual Inflation</b>				2,461,000	3,445,000	3,617,000	3,798,000	3,989,000	4,188,000	4,398,000	25,896,000	0	25,896,000	100%
<b>Same 5% Inflation, Assume 50-50% Cost Sharing</b>				1,230,500	1,722,500	1,808,500	1,899,000	1,994,500	2,094,000	2,199,000	12,948,000	12,948,000	25,896,000	50%
<b>Estimate Annual Admin Charges, 3% Annual Inflation</b>				3,040,000	3,131,000	3,225,000	3,322,000	3,422,000	3,525,000	3,631,000	23,296,000	0	23,296,000	100%
<b>Same 3% Inflation, Assume 50-50% Cost Sharing</b>				1,520,000	1,565,500	1,612,500	1,661,000	1,711,000	1,762,500	1,815,500	11,648,000	11,648,000	23,296,000	50%

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

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

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

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

DALLAS COUNTY  
PUBLIC WORKS

CAPITAL IMPROVEMENT PROGRAM

5 PHASE  
PROJECT DELIVERY SYSTEM

October 13, 2000

## PHASE 1 -- PLANNING & PRELIMINARY DESIGN

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

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



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

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

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

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

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

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

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

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

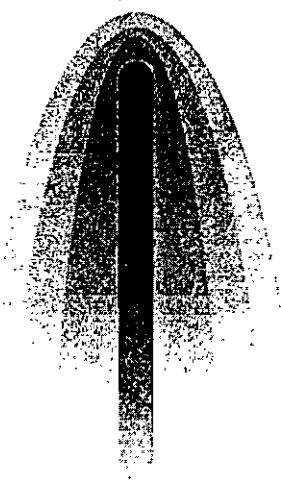
- ROW acquisition is carried to completion.
- We will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates.
- County or City Project Manager tracks and resolves issues and work and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

## PHASE 5 -- CONSTRUCTION

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



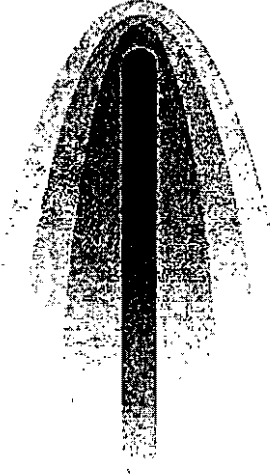
*Dallas County -- Cities  
Strategic Partnering Session*



13 October 2000

*Dallas County -- Cities  
Strategic Partnering*

*AGENDA*



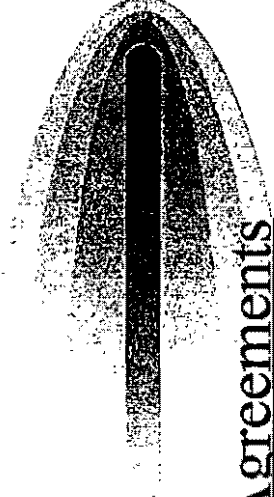
- 0930 - 1000 Registration
- 1000 - 1015 Introductions
- 1015 - 1100 Dallas County, Strategic Vision, New 5 Phase Project  
Delivery System, CIP Results to date
- 1100 -- 1200 Breakout Group Brainstorming
- 1200 -- 1230 Working Lunch in Breakout Groups
- 1230 -- 1330 Breakout Reports from Group
- 1330 -- 1400 Consensus Building Conclusion



# *Dallas County -- Cities*

## *Strategic Partnering*

### *Breakout Groups*



- **Group 1. Master and Project InterLocal Agreements (ILAs) & Project Delivery Responsibilities (*Don H, Sid, Noah, Bowen Weems .....*)**
- **Group 2. Consultant Selection Process and Contract (*Alberta, Ivan N., John M, John C, Irvin Hicks, Janet,*)**
- **Group 3. Transition from Planning to Project Management & The Project Matrix Team, Public Involvement Issues (*Don C, Edith, Irv, Jack, Toni, David McSwain.....*)**
- **Group 4. ROW & Utility Considerations and Roles, Construction Issues (*Selas, Craig, LaVaughn, Dale, Pam, Sam, Doug Keeseey.....*)**

*Dallas County Public Works*

## **DEPARTMENT STRATEGIC VISION**

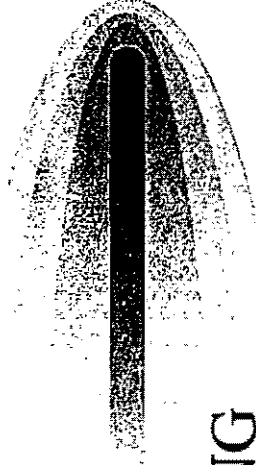


- Recognized leader in regional transportation planning & coordination
- Effective agent for total transportation project delivery services
- Valued partner
- Vital part of Dallas County Government
- Values based organization

*Dallas County Public Works*

**ELEMENTS OF SUCCESSFUL**

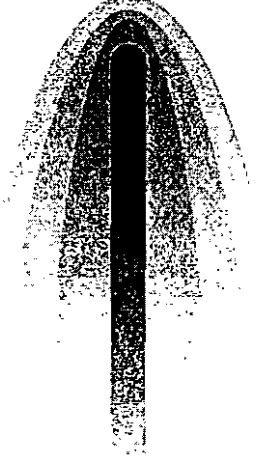
**PARTNERING**



- VOLUNTARILY SETTING UP WORKING RELATIONSHIPS WITH A “TEAM” APPROACH TO CONDUCTING BUSINESS AND SOLVING PROBLEMS.
- ESSENSE OF PARTNERING: Establishing and Maintaining:
  - Trust
  - Commitment
  - Shared Vision

*Dallas County Public Works*

# **ELEMENTS OF SUCCESSFUL PARTNERING**



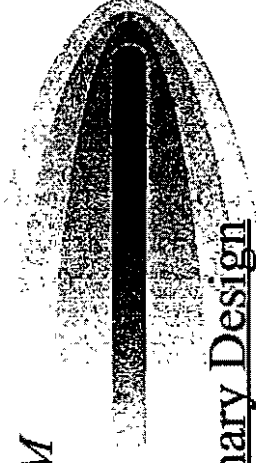
- Using Partnering DOES NOT:
  - Assure there won't be tough challenges
  - Mean one party can "roll over" the other
  - Mean we can achieve success without a lot of hard work
- Effective Partnering will:
  - Improve Team problem solving and mutual respect
  - Assure open communications and prompt issue resolution
  - Avoid wasting time in adversarial pursuits
  - Provide pride and satisfaction in accomplishment

*Dallas County Public Works*  
*Pay-as-you-go Capital Improvement Program*  
**5 PHASE PROJECT DELIVERY SYSTEM**



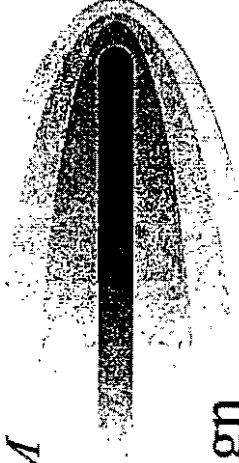
- Reengineer total project delivery process
- Program Year concept
- Annual Call for Projects
- Total partner involvement focused on timely project delivery
- Striving for new paradigm in effective PM
- Involves Thoroughfare Program (non-federal) projects

*Dallas County Public Works*  
*Pay-as-you-go Capital Improvement Program*  
**5 PHASE PROJECT DELIVERY SYSTEM**



- Insights Applied -- Phase 1 -- Planning and Preliminary Design
  - Incorporate risk assessment in extensive project screening process.
  - Initial ILA nails total project responsibilities and commitment
  - Incorporate pre-design charrette as key part of project definition and preliminary design stages.
  - Use Subsurface Utility Engineering (SUE) to ascertain existing utility conditions before designing the project
  - Execute preliminary design using in-house design forces, with Consultant liaison early on.
  - Use geotech investigations to influence design
  - Phase 1 ends with solid preliminary schematic using GEO-PACK design tools

*Dallas County Public Works*  
*Pay-as-you-go Capital Improvement Program*  
**5 PHASE PROJECT DELIVERY SYSTEM**



- **Insights Applied -- Phase 2 -- Primary Design**
  - Negotiate final consultant contract with well-defined scope of work based on SUE, geo-tech, and use of GEO-PACK
  - Consultant works with all stakeholders in Partnering mode
  - PM launches full management efforts using Project Matrix Team
  - PM tracks using PM software and reports to Project Review Board monthly, include all partner in PRB
  - PM used enhanced constructibility review process during design
  - Effective public involvement with full participation by all partners
  - Early involvement on ROW issues by ROW staff
  - Early delivery of ROW documents is key goal

*Dallas County Public Works*  
*Pay-as-you-go Capital Improvement Program*  
**5 PHASE PROJECT DELIVERY SYSTEM**



• Insights Applied -- Phase 3 -- Design Completion & ROW

Initiation

- Begins with delivery on-time of ROW documents that meet standards specified in contract
- PM tracks using PM software and reports to Project Review Board monthly, include all partners in PRB
- ROW acquisition begins using County workforce, city partner acquisition or ROW contractor
- Stakeholders decide packaging of construction documents
- Stakeholders evaluate consultant using new County evaluation system

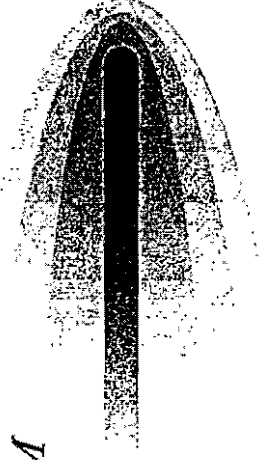


*Dallas County Public Works*  
*Pay-as-you-go Capital Improvement Program*  
**5 PHASE PROJECT DELIVERY SYSTEM**



- Insights Applied -- Phase 4 -- ROW Completion & Utility Adjustment
  - ROW is completed on schedule
  - Use partnering principles and SUE to assure utility adjustments are accomplished on schedule for letting
  - Optimum bidding package is put together with input from all stakeholders.
  - Consultant finishes up design, may be retained for Engineering During Construction (EDC) services
  - PM continues to manage and track progress, reporting to PRB

*Dallas County Public Works*  
*Pay-as-you-go Capital Improvement Program*  
**5 PHASE PROJECT DELIVERY SYSTEM**



- Insights Applied -- Phase 5 -- Construction
  - Final ILA signed with all stakeholders providing for final funding and PM responsibilities
  - Construction project awarded on streamlined basis
  - Partnering/precon meeting planned and conducted with all key stakeholders present
  - PM continues to manage and track progress, reporting to PRB
  - Project is closed out with After Action Review (AAR) session with all key stakeholders
  - Apply lessons learned from AAR to other projects

*Pay-as-you-go Capital Improvement Program*

*Thoroughfare Program*

*PY 2004 thru 2006 Approved Projects*

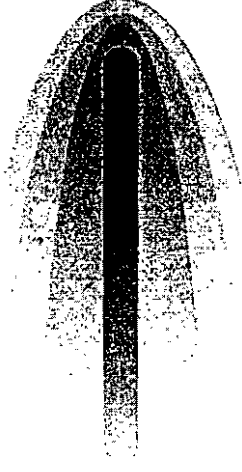


- District 1:
- District 2:
- District 3: (See Spreadsheets)
- District 4: ..... Note: These Projects are subject to final Court Approval, scheduled for 17 Oct, and will have a few additions

*Pay-as-you-go Capital Improvement Program*

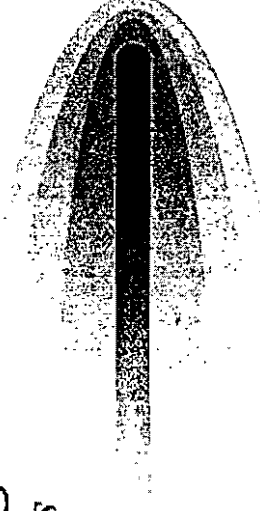
## *Impact Projects Program*

*PY 2004 -- 2008 Approved Projects*



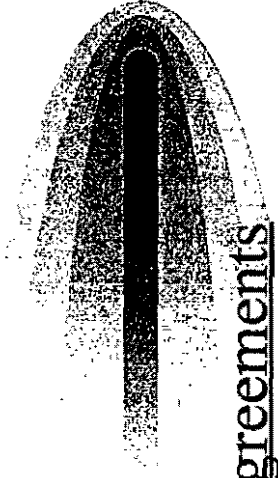
- District 1:
- District 2:
- District 3: (See Spreadsheets)
- District 4: Note: Additional projects will be added in the future and all projects are still subject to Court Approval

*Pay-as-you-go Capital Improvement Program*  
***TEA - 21 Endorsement Program***  
*PY 2004 -- 2008 Approved Projects*



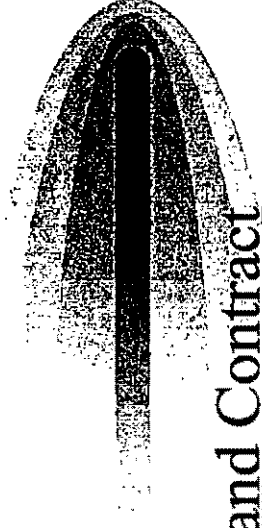
- District 1:
- District 2:
- District 3: (See Spreadsheets)
- District 4: Note these Projects are subject to final Court Approval, scheduled for 17 Oct.

*Dallas County -- Cities  
Strategic Partnering  
Breakout Groups*



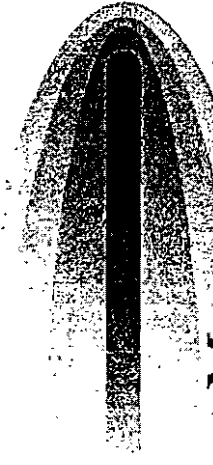
- **Group 1. Master and Project InterLocal Agreements (ILAs) & Project Delivery Responsibilities (Don H, Irv G Sid, Noah, Bowen Weems .....)**
  - Cover ILA concepts, receive comments from stakeholders, forge consensus on win-win solutions
  - Discuss Methodology for Determining Roles in Project Delivery
  - Scheduling project kickoff meetings
  - Scheduling Predesign Charrette Dates and Agendas

*Dallas County -- Cities  
Strategic Partnering  
Breakout Groups*



- **Group 2. Consultant Selection Process and Contract**  
(*Alberta*, John Cantwell, Ivan N., John M, Irvin Hicks,  
Janet,.....)
- Time frame for getting consultants on-board
- Roles for consultants
- PW Policy and Procedures
- Consultant Selection methodology and City Participation
- MWBE Considerations

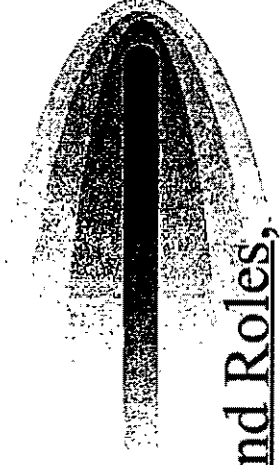
*Dallas County -- Cities  
Strategic Partnering  
Breakout Groups*



- **Group 3. Transition from Planning to Project Management & The Project Matrix Team, Public Involvement Issues (Don C, Edith, Irv, Jack, Toni, David McSwain.....)**
  - Gantt Chart Schedule of Critical Events
  - Next Call for Projects Schedules
  - The Project Matrix Team
    - Formation of the Team
    - Operation and Training the Team
    - Web-based PM & Extranets
  - Public Involvement, history and future needs



*Dallas County -- Cities  
Strategic Partnering  
Breakout Groups*



- **Group 4. ROW & Utility Considerations and Roles, Construction Issues** (*Selas, Craig, LaVaughn, Dale, Sam, Doug Keeseey, .....*)
  - Determining ROW roles for Stakeholders
  - Dallas County ROW Process
  - How to achieve “Early” ROW acquisition
  - How to avoid EDs
  - How to determine need for Subsurface Utility Engineering (SUE)
  - How to partner with Utilities and use SUE
  - Discuss Construction/Safety Issues



## **GROUP 4**

### **ROW & UTILITY CONSIDERATIONS AND ROLES, CONSTRUCTION ISSUES**

#### **I. Determining ROW roles for Stakeholders**

Stakeholders: The Traveling Public, Property Owners, City, County, our Bosses

Types of Roles: Active and Supportive

**A.** Active Role - is the Acquisition Agency Role

**B.** Supportive Role Activities

1. Provide existing data in a timely manner (zoning, subdivision, sign, relocation policy),
2. Condemnation Authority,
3. Public Involvement, Facilitate City facilities or coordinate with schools,
4. Be receptive to exceptions and waivers to strict City Ordinances or Policies,
5. Disclose any known Environmental concerns in vicinity of project alignment,
6. Disclose and coordinate ongoing or proposed City Project in vicinity of CIP,
7. Assist in locating hard to find property owners by facilitating utility service records,
8. Stay involved and be responsive to citizens.

#### **II. Dallas County ROW Process**

1. ROW Plan Review,
2. At 65% of Design – Receive Final ROW Documents,
3. Appraisal Section prepares or updates ROW Summary,
4. Preliminary Abstracting and Property Owner's List,
5. Prepare Title Reports and/or Title Commitments,
6. Mail first Letter of Permission – to enter property to inspect, measure & appraise; solicit donation,
7. Review Board approves Appraised Value and ensures fair and adequate compensation,
8. Property Acquisition Agent initiates negotiations,
9. Prepares closing documents, clear title, execute deed,
10. Administrative Settlement,
11. Process Court Order to authorize Condemnation and assemble E.D. package to submit to District Attorney's Office,
12. Monitor Condemnation Process,
13. Process Payment.

#### **III. How to Achieve "Early" ROW Acquisition**

1. Maintain up to date Master Thoroughfare Plans and ensure that the CIP projects are in concert with said plans,



2. City should acquire by Subdivision Plat Dedication and other development avenues the necessary ROW for the CIP project involved,
3. Know the locations and parameters of all CIP projects in your City and aggressively pursue dedication and/or donations,
4. Protect known CIP project alignments from encroachments by "Advance Acquisition to Protect ROW",
5. Do not forget that ROW can also be acquired or protected during permitting process,
6. Access infrastructure model and revise it to parallel development trends, e.g. major subdivision or commercial development construction, sport tracks, sport complexes, etc.

**IV. How to Avoid E.D.s**

1. Study CIP project alignments and develop alternative based on impacts to private property, impacts to existing improvements, major utility structures, drainage features, cemeteries, wrecking yards,
2. Consider using absolute minimum standard design rather than desirable standards, i.e. 3:1 slopes verses 6:1 slopes, 11 foot travel lanes verses 12 foot lanes, lower design speed, underground drainage verses open ditches,
3. Protect existing ROW from encroachments. Police all your ROW'S and remove unintended encroachments prior to advent of a CIP project,
4. Establish and maintain close communication between all stakeholders,
5. Be receptive to recommending exceptions or waivers to strict City Policies that affect cost of ROW Acquisitions,
6. Be smart about assessments.

**V. How to Determine Need for SUE**

1. History of Utility conflicts,
2. Lack of "As Built" information,
3. Extensive excavation expected on CIP projects.

**VI. How to Partner with Utilities and Use SUE**

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**VII. Construction Safety Issues**

*Close off areas during construction w/ assistance from Town.*

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