

DALLAS CO. MASTER CIP AGREEMENT

**RESOLUTION NO. R01-026**

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR FOUR PUBLIC WORKS PROJECTS FOR FUNDING THROUGH THE DALLAS COUNTY MAJOR CAPITAL IMPROVEMENT THOROUGHFARE PROGRAM:

WHEREAS, Dallas County Public Works has solicited nominations from cities for projects to be funded through the Dallas County Major Capital Improvement Fund Thoroughfare Program; and

WHEREAS, Dallas County has created the Major Capital Improvement Fund, a "pay-as-you-go" funding mechanism for financing infrastructure improvements; and

WHEREAS, with this program, approximately \$15 million will be available in both FY 2004 and FY 2005, with \$20 million being available annually in FY 2006 and beyond; and

WHEREAS, the County is currently seeking nominations for projects to be funded for construction in FY 2005; and

WHEREAS, \$3.75 million will be available for funding in our District in FY 2005; and

5-1-01  
Steve,  
Your copy.  
Bill

WHEREAS, the Town intends to nominate the following four projects:

- Belt Line Road/Dallas Parkway Single Point Urban Interchange  
Town Share - \$2,000,000 County Share - \$500,000
- Southbound to Northbound U-turn on Dallas Parkway at Arapaho Road  
Town Share - \$600,000 County Share - \$150,000
- Signals Upgrade and Re-timing, Belt Line Rd. from Quorum Dr. to Marsh Lane  
Town Share - \$560,000 County Share - \$140,000
- Keller Springs/Addison Road Intersection  
Town Share - \$198,400 County Share - \$49,600

now, therefore,

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

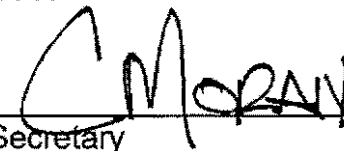
THAT, the City Council does hereby, authorize the City Manager to submit applications for four public works projects for funding through the Dallas County Major Capital Improvement Thoroughfare Program.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS, this the 24th day of April, 2001.



\_\_\_\_\_  
Mayor

ATTEST:

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

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support effective decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and integration. It provides strategies to overcome these challenges and ensure that the data is reliable and secure.

5. The fifth part of the document discusses the importance of data governance and compliance. It outlines the key principles and practices that organizations should follow to ensure that their data management practices are aligned with relevant regulations and standards.

6. The final part of the document provides a summary of the key findings and recommendations. It emphasizes the need for a holistic approach to data management that integrates all aspects of the organization's operations.

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

*Agenda Item*

April 12, 2001

**MEMORANDUM**

To: Chris Terry, Assistant City Manager  
Through: Michael Murphy, P.E., Acting Director of Public Works  
From: Jim Pierce, P.E., Assistant City Engineer  
Subject: 2001 Dallas County Call For Projects

Dallas County Public Works is soliciting nominations from cities for projects to be funded through the Dallas County Major Capital Improvement Fund Thoroughfare Program. In lieu of a traditional bond program, Dallas County has created the Major Capital Improvement Fund, a "pay-as-you-go" funding mechanism for financing infrastructure improvements. The County anticipates an annual call for projects.

Under this new funding mechanism, approximately \$15 million dollars will be available in both FY 2004 and 2005, with \$20 million being available annually in FY 2006 and beyond. The County is currently seeking nominations for projects to be funded for construction in FY 2005. \$3.75 million will be available for funding in our District in 2005. Applications are due at Dallas County for this call on April 27, 2001.

Each project's score is multiplied by a factor that gives credit to local cost participation. For example, if an applicant pledges a local match of 50%, the multiplier is 1.50. An 80% local match gives the project the highest multiplier possible.

The Town was successful in receiving grants for two projects last year – Belt Line Road/Dallas Parkway Single Point Urban Interchange (SPUI), and Signals Upgrade and Re-Timing, Midway Road from Spring Valley to Dooley Road.

Staff has selected four projects to be submitted to the County under this program this year. Three of the four projects were submitted last year and are being resubmitted this year. The new project being submitted this year is the Keller Springs/Addison Road Intersection. All projects are being submitted with an 80% local share as follows:

Belt Line Road/Dallas Parkway Single Point Urban Interchange

Town Share - \$2,000,000 County Share - \$500,000

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Keller Springs/Addison Road Intersection

Town Share - \$198,400 County Share - \$49,600

Staff recommends Council authorize the City Manager to submit applications for the projects listed above to Dallas County for their 2001 Call for Projects.

**RESOLUTION NO. R**

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WHEREAS, the County is currently seeking nominations for projects to be funded for construction in FY 2005; and

WHEREAS, \$3.75 million will be available for funding in our District in FY 2004; and



WHEREAS, the TOWN intends to nominate the following four projects:

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Town Share - \$198,400 County Share - \$49,600

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

That the City Council does hereby, authorize the City Manager to submit applications for the above four public works projects for funding through the Dallas County Major Capital Improvement Thoroughfare program.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Mayor

ATTEST:

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

April 12, 2001

**MEMORANDUM**

To: Chris Terry, Assistant City Manager  
Through: Michael Murphy, P.E., Acting Director of Public Works  
From: Jim Pierce, P.E., Assistant City Engineer  
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Staff recommends Council authorize the City Manager to submit applications for the projects listed above to Dallas County for their 2001 Call for 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) **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 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. 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**.

- 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 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

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



**Kick - Off Meeting**

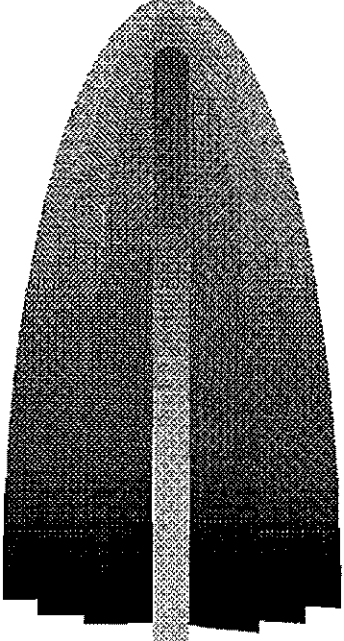
**with**

**City of Addison**

**December 11, 2000**



***Public Works MCIP  
City of Addison  
Agenda***



- ***Overview of MCIP***
- ***Status of MCIP***
- ***Master ILA***
- ***Implementation and Proposed Schedule of MCIP***
- ***Summary - Initial Identification of Lead Agency  
and Project Team***



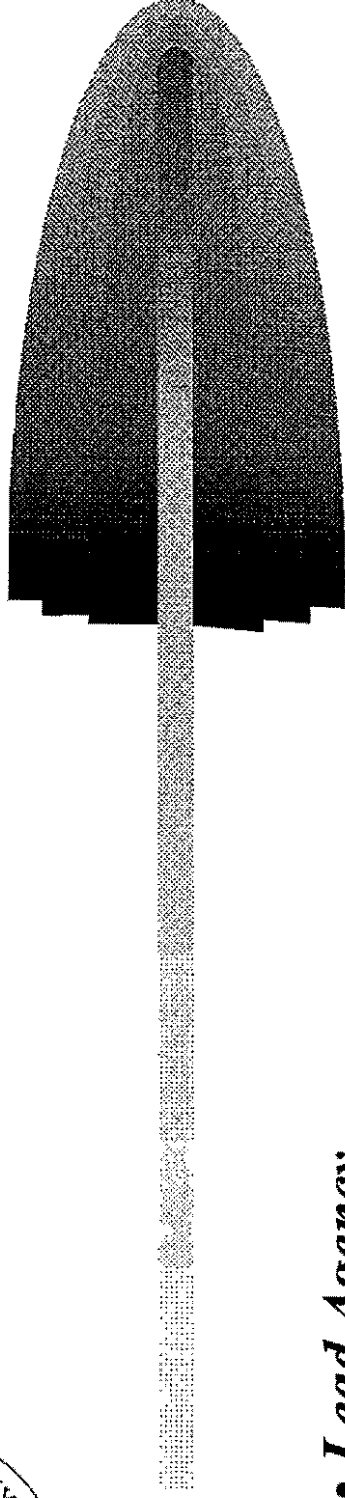
## *Public Works MCIP*

# *Status of the MCIP*

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



*Public Works MCIP*  
**Master IIA**



- *Lead Agency*
- *Predesign Charette Meeting*
- MEMORANDUM OF AGREEMENT (MOA) /  
PROJECT SPECIFIC AGREEMENT**
- *Project Manager*

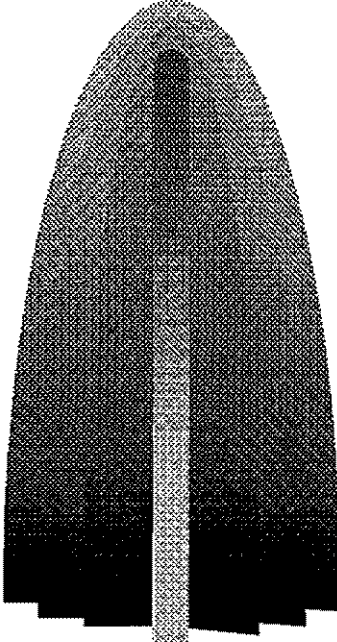


# *Public Works - MCIP Implementation and Schedule*

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



Public Works -  
MCIP  
SUMMARY



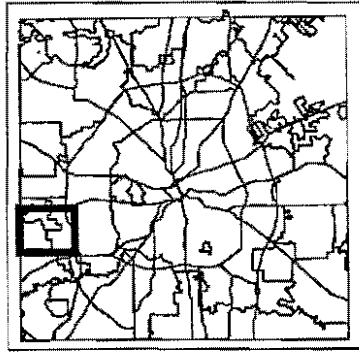
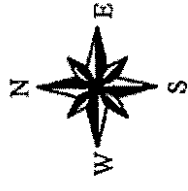
- **Selection of Lead Agency**
- **Establish Project Team**
- **Designate Project Manager**

Midway Road  
City of Addison

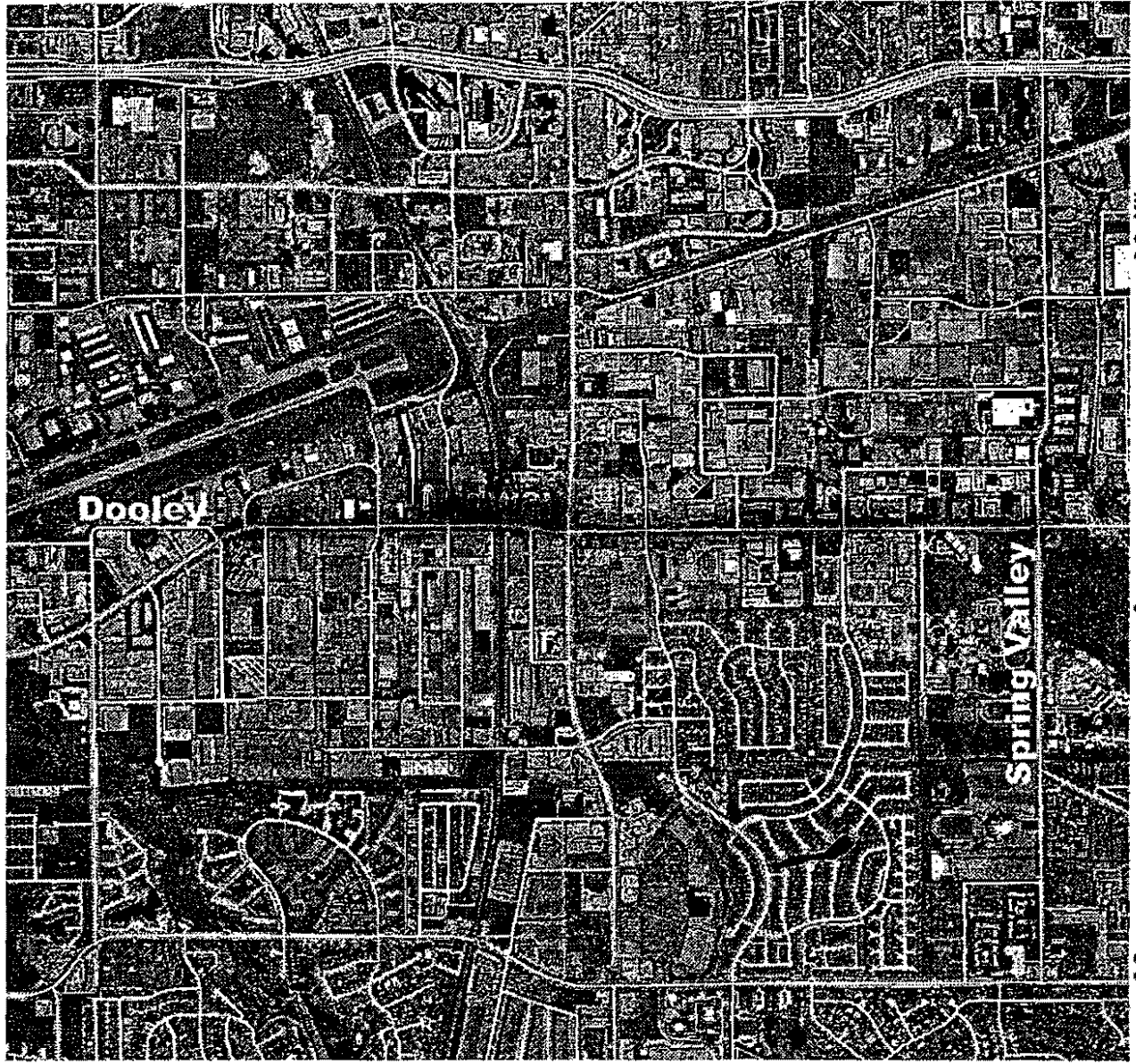
Project #44

# Dallas County

Major Capital  
Improvement  
Plan



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



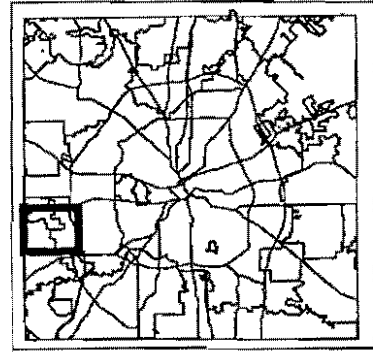
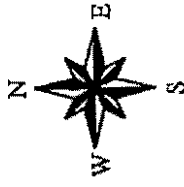


**Belt Line Road  
City of Addison**

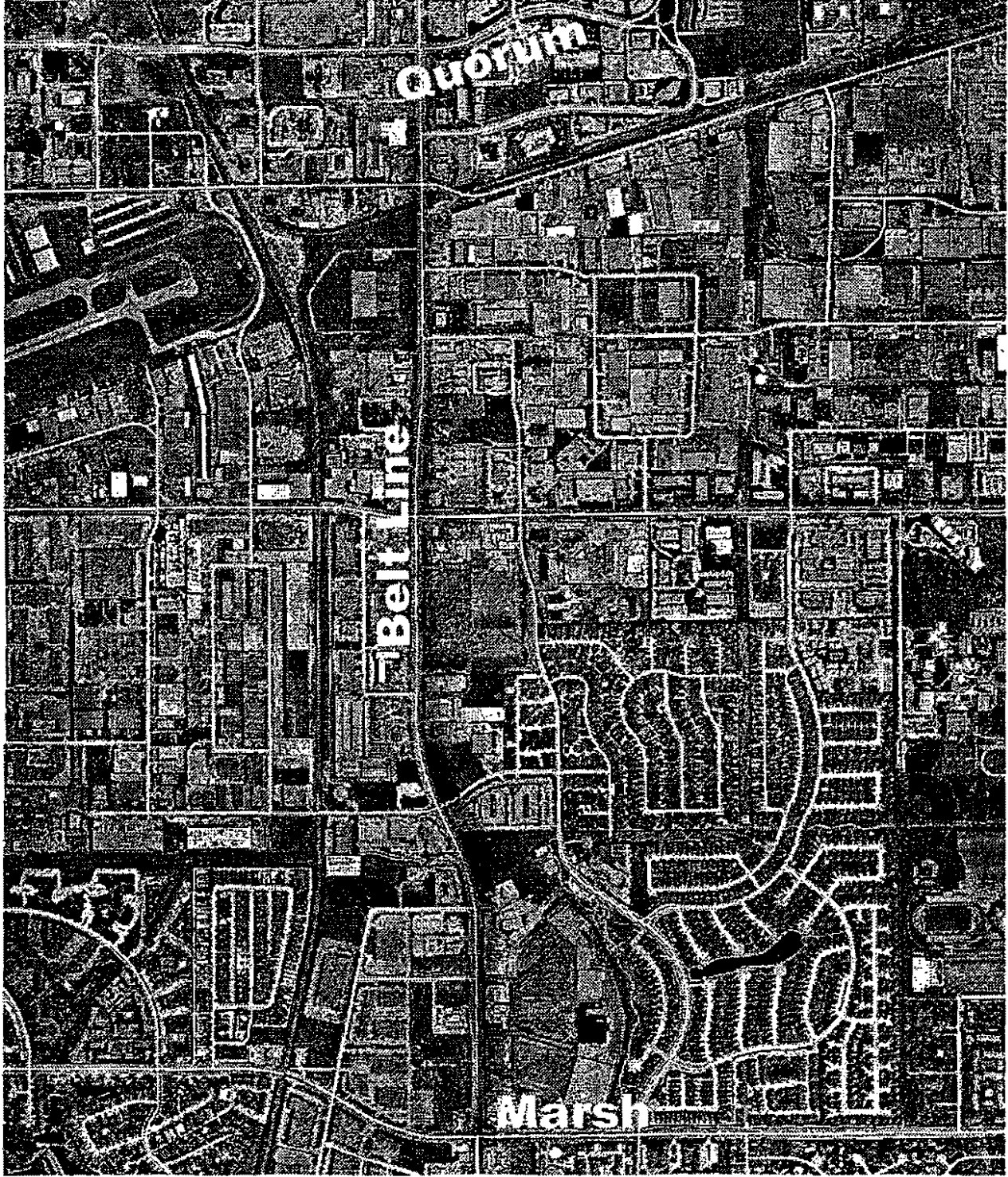
**Project #45**

**Dallas  
County**

**Major Capital  
Improvement  
Plan**



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



0.2 Miles

0

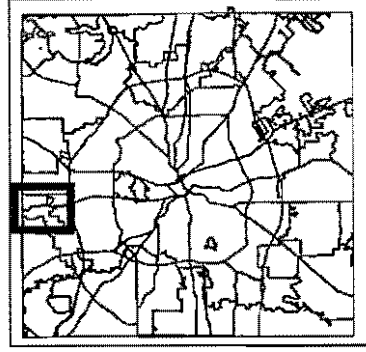
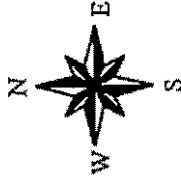
0.2

Arapaho Road  
City of Addison

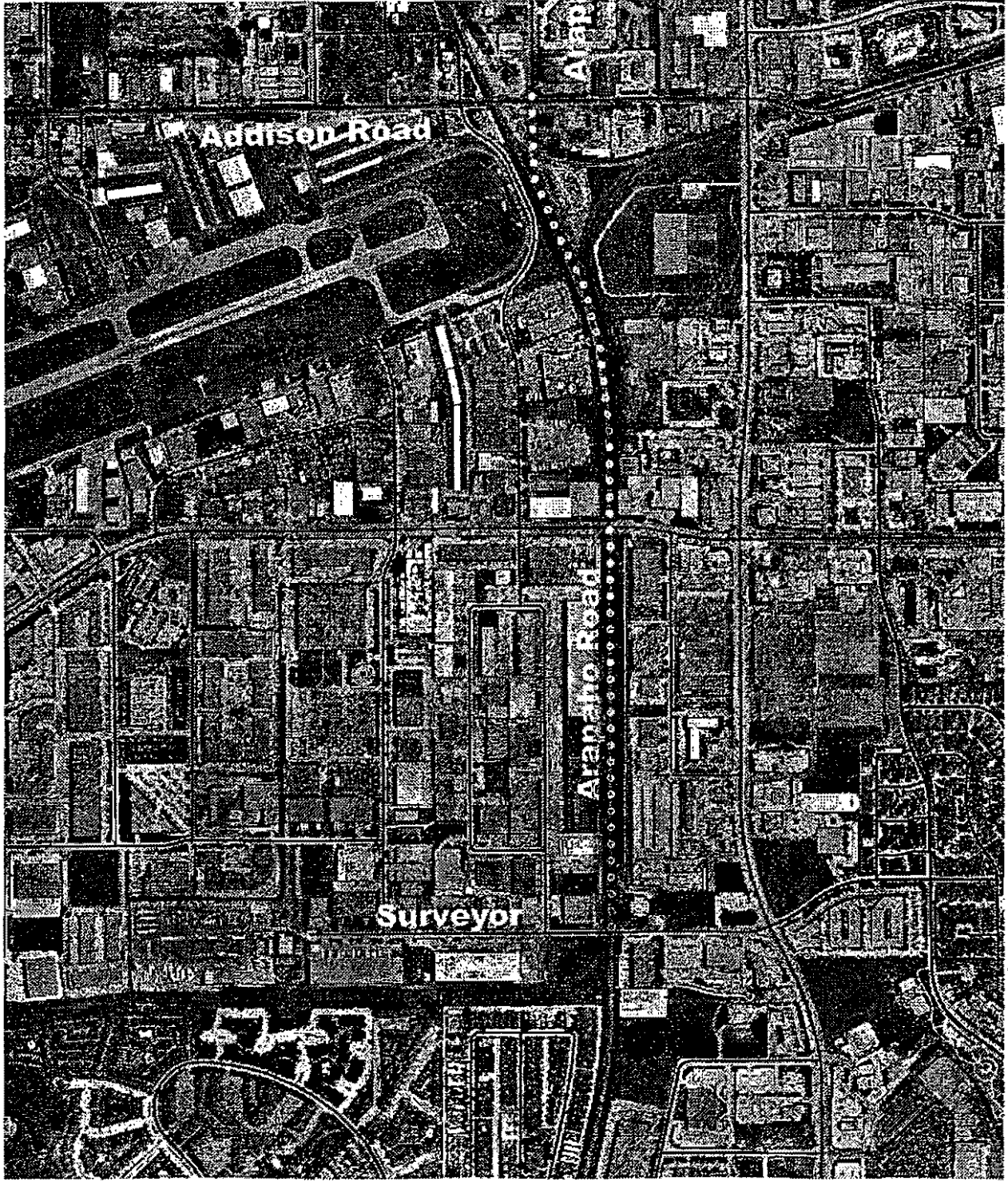
Project #46

Dallas  
County

Major Capital  
Improvement  
Plan



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

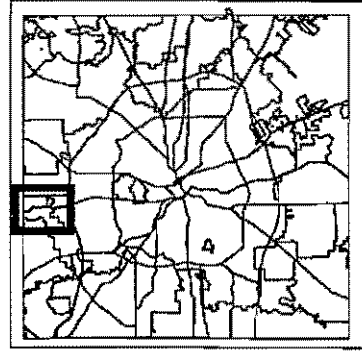
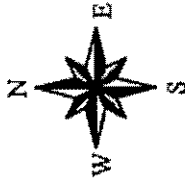


Dallas Parkway  
City of Addison

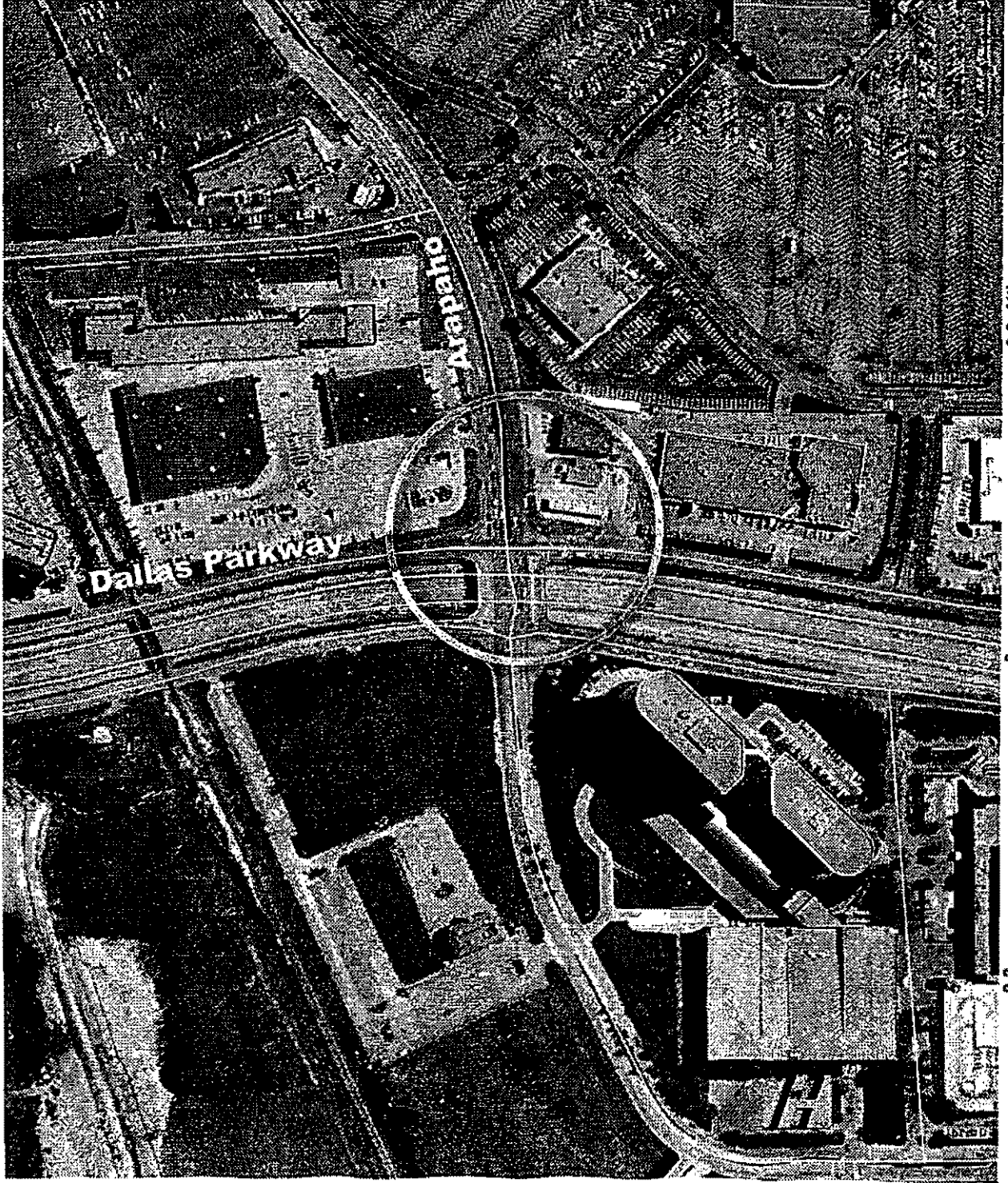
Project #47

# Dallas County

Major Capital  
Improvement  
Plan



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

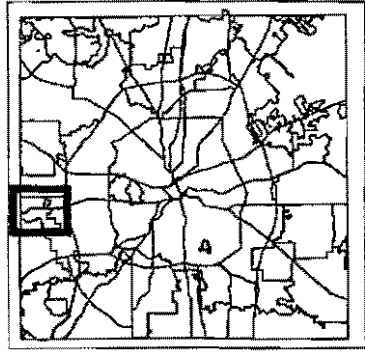
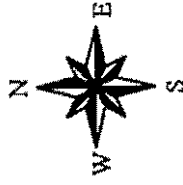


Belt Line Road  
City of Addison

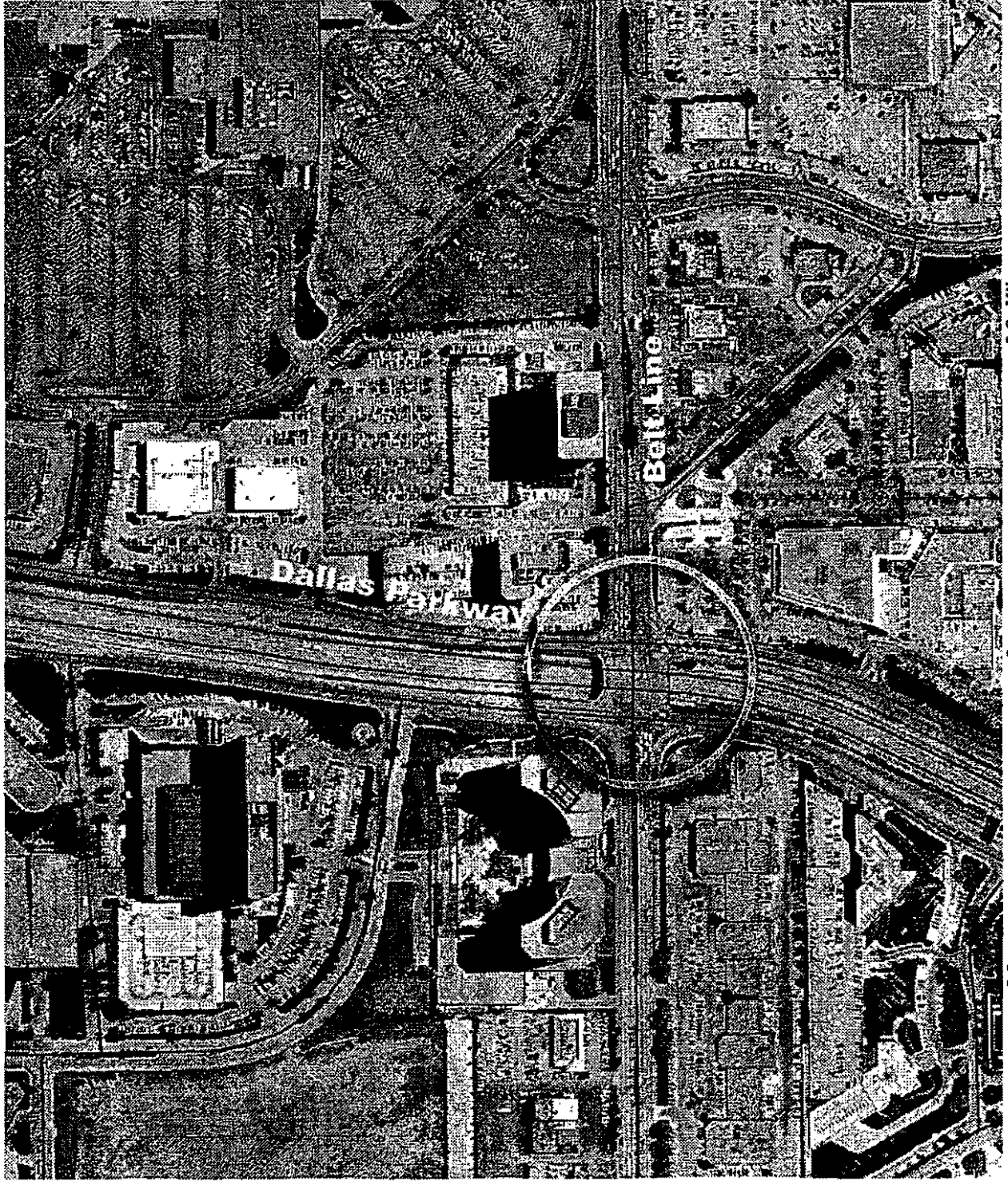
Project #48

# Dallas County

Major Capital  
Improvement  
Plan



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



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			
<b>Total Transportation Funding Available</b>				<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>42,499,000</b>			
<b>Projected Project Costs</b>														
Intersection Group 1	Dallas	MCIP-T21	Intersection	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	2,201,000	3,100,000	29.0%
Hillcrest - Royal to Loop 12/NW Hwy	Dallas	MCIP-Thor	Turn Lanes								737,500	737,500	1,475,000	50.0%
Las Colinas Blvd - Colwell to Lake Carolyn Pkwy	Irving	MCIP-Thor	New Facility			1,500,000	500,000				2,000,000	8,000,000	10,000,000	20.0%
Sh 121 Bypass - County Line to Denton Tap Rd	Lewisville	MCIP-Thor	New Facility		300,000						300,000	1,500,000	1,800,000	16.7%
Collins @ Plano Rd	Richardson	MCIP-Thor	Intersection		175,000						175,000	175,000	350,000	50.0%
Spring Valley @ Weatherred/Goldmark	Richardson	MCIP-Thor	Intersection			475,000					475,000	475,000	950,000	50.0%
Belt Line - Plano Rd to Jupiter Rd	Richardson	MCIP-Thor	Rehab.		277,721	55,479					333,200	346,800	680,000	49.0%
Main St/Belt Line - Interurban Rd to US 75	Richardson	MCIP-Thor	Turn Lanes		200,000						200,000	200,000	400,000	50.0%
<b>Total Estimated Costs Per Year</b>				<b>3,750,000</b>	<b>3,750,000</b>	<b>6,250,000</b>	<b>5,763,291</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,513,291</b>	<b>65,176,871</b>	<b>84,690,162</b>	<b>23.0%</b>
<b>Annual Unprogrammed Balance</b>				<b>1,666,500</b>	<b>1,666,500</b>	<b>1,666,500</b>	<b>2,153,209</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>22,985,709</b>			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.														
A 50% minimum match is assumed for City of Carrollton projects. All other Thoroughfare projects listed meet or exceed the 50% minimum.														
The Las Colinas Blvd project includes \$2.0 million thoroughfare participation and assumes an additional \$1.0 million in right-of-way exchange.														
The Campbell Road Grade Separation TEA-21 Project may take longer to develop than estimated above which would increase the funding available for thoroughfares in the early years.														

District 2													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		
MCIP Funding Authorized																
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					
Projected Project Costs																
IH 635 Frontage Rds - Kingsley to LaPrada	Garland	MCIP-T21	Frontage Rds		1,181,857						1,181,857	4,727,426	5,909,283	20.0%		
Mockingbird Lane - W Lawther to E Lawther	Dallas	MCIP-Thor	Pd/Bike Brdg	710,000							710,000	710,000	1,420,000	50.0%		
Northwest Hwy - Centerville to LaPrada	Garland	MCIP-Thor	Thoroughfare	722,500							722,500	722,500	1,445,000	50.0%		
**Miller Rd. - Centerville to Garland City Lim	Garland	MCIP-Thor	Thoroughfare	458,000							458,000	458,000	916,000	50.0%		
Military Pkwy - IH 635 to Carmack	Mesquite	MCIP-Thor	Thoroughfare	1,750,000							1,750,000	1,750,000	3,500,000	50.0%		
Tripp Rd at Collins Rd	Sunnyvale	MCIP-Thor	Thoroughfare	109,500	168,000						277,500	277,500	555,000	50.0%		
Lawson Rd - Scyene to US 80	Sunnyvale	MCIP-Thor	Thoroughfare		590,000						590,000	590,000	1,180,000	50.0%		
Pioneer Rd - Bruton to Belt Line	Mesquite	MCIP-Thor	Thoroughfare			4,100,000					4,100,000	4,100,000	8,200,000	50.0%		
Country Club - Walnut to Commerce	Garland	MCIP-Thor	Thoroughfare		930,000	1,182,500					2,112,500	2,112,500	4,225,000	50.0%		
Skillman/Audelia - Whitehurst to Adleta	Dallas	MCIP-Thor	Thoroughfare		885,000						885,000	885,000	1,770,000	50.0%		
	Sachse	MCIP-Thor									0	0				
Total Estimated Costs per Year				3,750,000	3,754,857	5,282,500	0	0	0	0	12,787,357	16,332,926	29,120,283	43.9%		
Annual Unprogrammed Balance				1,666,500	1,661,643	2,634,000	7,916,500	7,916,500	7,916,500	0	29,711,643					
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.																
A 50% minimum match is assumed all city projects.																
** Miller Rd. Reimburses '91 Bond Program for funds advanced to these limits.																
													District 2			

District 3			For Briefing on October 10, 2000								Public Works			
Major Capital Improvement Program											04-Oct-00			
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161			
Thoroughfare Funding Available		MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	0	42,499,000			
<b>Projected Project Costs</b>														
Beckley @ Commerce & Colorado (COG Gr 22)	Dallas	MCIP-T21	Inters/Signal	59,489							59,489	237,951	297,440	20.0%
Buckner @ Scyene	Dallas	MCIP-T21	Intersection	31,651							31,651	211,817	243,468	13.0%
Camp Wisdom @ Houston School & Polk (Gr 5)	Dallas	MCIP-T21	Intersection	59,489							59,489	237,951	297,440	20.0%
Colorado @ Jefferson	Dallas	MCIP-T21	Intersection	43,265							43,265	173,055	216,320	20.0%
Gaston @ Munger	Dallas	MCIP-T21	Intersection	48,673							48,673	194,687	243,360	20.0%
Gaston @ Washington	Dallas	MCIP-T21	Intersection	54,081							54,081	216,319	270,400	20.0%
Red Bird @ Hampton & Polk (GR 6)	Dallas	MCIP-T21	Intersection	58,407							58,407	233,625	292,032	20.0%
IH 30/ RL Thornton - Munger to Carroll	Dallas	MCIP-T21	Service Rd		263,804						263,804	1,765,451	2,029,255	13.0%
Inwood Rd - Lemmon to Hines	Dallas	MCIP-T21	Widening		1,321,648						1,321,648	5,286,591	6,608,239	20.0%
Loop 12/Buckner - Lake June to US 175	Dallas	MCIP-T21	Widening		268,293						268,293	1,795,495	2,063,788	13.0%
Hines - Motor to Oak Lawn	Dallas	MCIP-T21	Intersection	132,237							132,237	528,945	661,182	20.0%
Oak Lawn @ IH 35E	Dallas	MCIP-T21	Intersection	40,953							40,953	274,063	315,016	13.0%
Olive @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	28,122							28,122	188,198	216,320	13.0%
Pearl @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	42,183							42,183	282,297	324,480	13.0%
<b>IH 635 Service Rd - Lake June to Quail Rd</b>														
IH 635 Service Rd - Lake June to Quail Rd	Balch Springs	MCIP-Thor	Service Rd	796,666							796,666	796,666	1,593,332	50.0%
Cockrell Hill Rd - LaReunion to IH 30	Dallas	MCIP-Thor	Thoroughfare		120,000	1,000,000					1,120,000	1,120,000	2,240,000	50.0%
Fair Park Link - Exposition to Hall	Dallas	MCIP-Thor	Thoroughfare		1,475,000						1,475,000	1,475,000	2,950,000	50.0%
Linfield - SH 310 to Illinois	Dallas	MCIP-Thor	Thoroughfare	600,000							600,000	600,000	1,200,000	50.0%
Routh - Ross to US 75 SB Service Rd	Dallas	MCIP-Thor	Thoroughfare			1,050,000					1,050,000	1,050,000	2,100,000	50.0%
Jim Miller - Elam to Loop 12	Dallas	MCIP-Thor	Thoroughfare	1,180,000							1,180,000	1,180,000	2,360,000	50.0%
Military Pkwy - Lawnview to Forney Rd	Dallas	MCIP-Thor	Thoroughfare	600,000	300,000						900,000	900,000	1,800,000	50.0%
<b>Total Estimated Costs</b>				<b>3,775,216</b>	<b>3,748,745</b>	<b>2,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,573,961</b>	<b>18,748,111</b>	<b>28,322,072</b>	<b>33.8%</b>
<b>Annual Unprogrammed Balance</b>				<b>1,641,284</b>	<b>1,667,755</b>	<b>5,866,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>32,925,039</b>			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG. A 50% minimum match is assumed for all projects.														
												<b>District 3</b>		

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



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

**Countywide Summary of Districts 1-4  
Major Capital Improvement Program  
Funding/Cost Forecast - Revision #3**

Approved July 9, 2002

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>				<b>21,666,000</b>	<b>21,666,000</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>0</b>	<b>169,996,000</b>			
<b>Projected Project Costs</b>														
TEA-21 Projects	1	MCIP-T21		3,750,000	964,779	0	4,000,000	0	0	0	8,714,779	40,725,263	49,440,042	17.6%
D 2 Includes \$220,000 from 1991 Bond	2			0	1,401,857	0	0	8,358,939	0	0	9,760,796	64,469,164	74,229,960	13.1%
	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	4,987,622	0	0	5,530,295	32,222,212	37,752,507	14.6%
	Total			4,891,223	4,220,381	0	4,000,000	13,346,561	0	0	26,458,165	149,043,084	175,501,249	15.1%
<b>Major Impact Projects</b>														
	1			0	0	0	0	500,000	0	0	500,000	59,500,000	60,000,000	
	2			0	0	0	0	0	0	0	0	0	0	
	3			0	0	0	0	0	0	0	0	0	0	
	4			2,000,000	3,000,000	0	0	500,000	0	0	5,500,000	74,500,000	75,000,000	7.3%
	Total			2,000,000	3,000,000	0	0	1,000,000	0	0	6,000,000	134,000,000	135,000,000	4.4%
<b>Thoroughfare Projects</b>														
	1	MCIP-Thor		737,500	2,585,895	3,297,874	3,795,942	3,361,409	0	0	13,778,620	29,547,976	43,326,596	31.8%
	2			3,985,000	3,501,570	8,263,139	7,413,978	0	0	0	23,163,687	23,163,687	46,327,374	50.0%
	3			3,292,666	5,260,833	7,505,485	8,947,843	4,389,830	1,325,000	0	30,721,657	32,884,186	63,605,843	48.3%
	4			2,936,000	1,871,589	6,938,001	7,337,006	0	0	0	19,082,596	50,950,835	70,033,431	27.2%
	Total			10,951,166	13,219,887	26,004,499	27,494,769	7,751,239	1,325,000	0	86,746,560	136,546,684	223,293,244	38.8%
<b>Total Estimated Project Costs Per Year</b>				<b>17,842,389</b>	<b>20,440,268</b>	<b>26,004,499</b>	<b>31,494,769</b>	<b>22,097,800</b>	<b>1,325,000</b>	<b>0</b>	<b>119,204,725</b>	<b>419,589,768</b>	<b>533,794,493</b>	<b>22.3%</b>
Estimated County In-House Project Delivery Costs (See Below)				1,497,000	2,366,000	2,056,000	2,117,740	2,181,182	2,246,288	2,314,016	14,778,226			
Annual Unprogrammed Balance (Funding, minus Project Costs, minus County Delivery Costs)				2,326,611	-1,140,268	3,605,501	-1,946,509	7,387,018	28,094,712	-2,314,016	36,013,049			
Cumulative Unprogrammed Balance				2,326,611	1,186,343	4,791,844	2,845,335	10,232,353	38,327,065	36,013,049				
<b>In-House Project Delivery Costs</b>														
Estimated Annual In-House Project Delivery Costs				2,497,000	3,396,000	3,498,000	3,603,000	3,711,000	3,822,000	3,937,000	14,778,226	9,685,774	24,464,000	60.4%
Estimated Reimbursement From Project Partners (to be based on actual costs)				1,000,000	1,030,000	1,442,000	1,485,260	1,529,818	1,575,712	1,622,984	9,685,774			
Estimated County In-House Project Delivery Cos				1,497,000	2,366,000	2,056,000	2,117,740	2,181,182	2,246,288	2,314,016	14,778,226			

NEW PROJECT APPROVAL JULY 2002

Attachment to Court Order No. 2002-1261. Page 2													Public Works		
Approved July 9, 2002													09-Jul-02		
District 1 Major Capital Improvement Program Funding/Cost Forecast - Revision #3															
Project	City	Funding Source	Project Type	Year Selected	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
					2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>															
TEA - 21 Funding Available		MCIP-T21			2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161			
Thoroughfare Funding Available		MCIP-Thor			1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839			
Major Impact Funding Available		MCIP-MI			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
<b>Total Transportation Funding Available</b>					<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>42,499,000</b>			
<b>Projected Project Costs</b>															
Intersection Group 1	Dallas	MCIP-T21	Intersection	1999	51,917							51,917	207,667	259,584	20.0%
Belt Line Rd - SH 289/Preston to Dallas Pkwy	Dallas	MCIP-T21	Widening	1999	102,670	444,778						547,448	2,189,787	2,737,235	20.0%
Inwood Rd @ Lovers Lane	Dallas	MCIP-T21	Intersection	1999	75,713							75,713	302,847	378,560	20.0%
Valley View Ln - Nicholson to IH 635	Farmers Branch	MCIP-T21	Widening	1999		520,001						520,001	2,079,999	2,600,000	20.0%
Campbell Rd - Jay Ell Rd to US 75	Richardson	MCIP-T21	Grade Sep.	1999	3,519,700							3,519,700	19,944,963	23,464,663	15.0%
Belt Line - Maryland to Denton Dr	Carrollton	MCIP-T21	Thoroughfare	2002			4,000,000					4,000,000	16,000,000	20,000,000	20.0%
<b>Northwest Corridor Participation</b>	<b>Irving</b>	<b>MCIP-MI</b>	<b>Thoroughfare</b>	<b>2002</b>				500,000				500,000	59,500,000	60,000,000	0.8%
Midway - Spring Valley to Dooley	Addison	MCIP-Thor	Signal	2000		196,000						196,000	196,000	392,000	50.0%
Arapaho - Addison Rd to Surveyor	Addison	MCIP-Thor	New Facility	2000				1,432,812				1,432,812	12,895,308	14,328,120	10.0%
Old Denton - Whitlock to Trinity Mills	Carrollton	MCIP-Thor	Reconstruct	2000			2,500,000					2,500,000	2,500,000	5,000,000	50.0%
IH 35E - Spur 348/NW Hwy to Spur 482/Storey	Dallas	MCIP-Thor	Frontage Rd	2000		899,000						899,000	2,201,000	3,100,000	29.0%
Hillcrest - Royal to Loop 12/NW Hwy	Dallas	MCIP-Thor	Turn Lanes	2000	737,500							737,500	737,500	1,475,000	50.0%
Collins @ Plano Rd	Richardson	MCIP-Thor	Intersection	2000		175,000						175,000	175,000	350,000	50.0%
Spring Valley @ Weathered/Goldmark	Richardson	MCIP-Thor	Intersection	2000			475,000					475,000	475,000	950,000	50.0%
Belt Line - Plano Rd to Jupiter Rd	Richardson	MCIP-Thor	Rehab.	2000		277,721	55,479					333,200	346,800	680,000	49.0%
Main St/Belt Line - Interurban Rd to US 75	Richardson	MCIP-Thor	Turn Lanes	2000		200,000						200,000	200,000	400,000	50.0%
Belt Line @ Dallas Parkway	Addison	MCIP-Thor	Intersection	2002		838,174						838,174	3,352,701	4,190,875	20.0%
Preston Rd - Mimosa to N of Royal	Dallas	MCIP-Thor	Thoroughfare	2002				2,363,130				2,363,130	2,363,130	4,726,260	50.0%
Royal - Webb Chapel to Marquis	Dallas	MCIP-Thor	Thoroughfare	2002					1,216,116			1,216,116	1,216,116	2,432,232	50.0%
Mockingbird - Hillcrest to W of DNT	Highland Park	MCIP-Thor	Thoroughfare	2002					2,145,293			2,145,293	2,622,026	4,767,319	45.0%
Campbell @ Plano Rd	Richardson	MCIP-Thor	Intersection	2002			267,395					267,395	267,395	534,790	50.0%
<b>Total Estimated Costs Per Year</b>					<b>4,487,500</b>	<b>3,550,674</b>	<b>3,297,874</b>	<b>7,795,942</b>	<b>3,861,409</b>	<b>0</b>	<b>0</b>	<b>22,993,399</b>	<b>129,773,239</b>	<b>152,766,638</b>	<b>15.1%</b>
<b>Estimated In-house Project Delivery Costs (25% of Total)</b>					<b>374,250</b>	<b>591,500</b>	<b>514,000</b>	<b>529,435</b>	<b>545,296</b>	<b>561,572</b>	<b>578,504</b>	<b>3,694,557</b>	<b>2,421,444</b>	<b>6,116,000</b>	<b>60.4%</b>
<b>Annual Unprogrammed Balance</b>					<b>554,750</b>	<b>1,274,326</b>	<b>4,104,626</b>	<b>-408,877</b>	<b>3,509,796</b>	<b>7,354,928</b>	<b>-578,504</b>	<b>15,811,045</b>			
<b>Cumulative Unprogrammed Balance</b>					<b>554,750</b>	<b>1,829,076</b>	<b>5,933,702</b>	<b>5,524,825</b>	<b>9,034,621</b>	<b>16,389,549</b>	<b>15,811,045</b>				
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.													District 1		
A 50% minimum match is assumed for City of Carrollton projects. All other Thoroughfare projects listed meet or exceed the 50% minimum.															
The Campbell Road Grade Separation TEA-21 Project may take longer to develop than estimated above which would increase the funding available for thoroughfares in the early years.															

Attachment to Court Order No. 2002-1261. Page 3														Public Works	
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District 2															
Major Capital Improvement Program															
Funding/Cost Forecast -- Revision #3															
Project	City	Funding Source	Project Type	Year Selected	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
					2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>															
TEA - 21 Funding Available		MCIP-T21			2,227,160	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>															
IH 635 Frontage Rds - Kingsley to LaPrada	Garland	MCIP-T21	Frontage Rds	1999		0						0	5,909,283	5,909,283	0.0%
IH 635 Corridor Video Surveillance	Garland	MCIP-T21	ITS	1999		550,000						550,000	550,000	1,100,000	50.0%***
Winters Park/Spring Creek Greenbelt	Garland	MCIP-T21	Trail	1999		364,321						364,321	1,088,889	1,453,210	25.1%
Lake Ray Hubbard Transit Center	Garland	MCIP-T21	Transit	1999		487,536						487,536	1,985,238	2,472,774	19.7%
IH 635 - Northwest Hwy to Ferguson	Dallas	MCIP-T21	Service Rd	2002					1,058,939			1,058,939	4,235,754	5,294,693	20.0%
Miller Rd Bridge over East Fork	Dallas	MCIP-T21	Bridge	2002					3,000,000			3,000,000	12,000,000	15,000,000	20.0%
Pleasant Valley - Northeast Pky to Meritt	Garland/Sachse	MCIP-T21	Thoroughfare	2002					4,300,000			4,300,000	38,700,000	43,000,000	10.0%
Mockingbird Lane - W Lawther to E Lawther	Dallas	MCIP-Thor	Pd/Bike Brdg	2000	710,000							710,000	710,000	1,420,000	50.0%
Northwest Hwy - Centerville to LaPrada	Garland	MCIP-Thor	Thoroughfare	2000	722,500							722,500	722,500	1,445,000	50.0%
**Miller Rd. - Centerville to Garland City Lim	Garland	MCIP-Thor	Thoroughfare	2000	458,000							458,000	458,000	916,000	50.0%
Military Pkwy - IH 635 to Carmack	Mesquite	MCIP-Thor	Thoroughfare	2000	1,855,000							1,855,000	1,855,000	3,710,000	50.0%
Collins Rd - Tripp to US 80	Sunnyvale	MCIP-Thor	Thoroughfare	2000	239,500	918,000						1,157,500	1,157,500	2,315,000	50.0%
Pioneer Rd - Bruton to Belt Line	Mesquite	MCIP-Thor	Thoroughfare	2000			4,100,000					4,100,000	4,100,000	8,200,000	50.0%
Country Club - Walnut to Commerce	Garland	MCIP-Thor	Thoroughfare	2000		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	2000			885,000					885,000	885,000	1,770,000	50.0%
LaPrada - Larry to Millmar	Dallas	MCIP-Thor	Thoroughfare	2002		849,420						849,420	849,420	1,698,840	50.0%
Shiloh Rd - IH 635 to Kingsley	Garland	MCIP-Thor	Thoroughfare	2002			2,095,639					2,095,639	2,095,639	4,191,278	50.0%
Lawson Rd - Milam to Clay Mathis	Mesquite	MCIP-Thor	Thoroughfare	2002				5,086,750				5,086,750	5,086,750	10,173,500	50.0%
Miller Rd - Dalrock to Chiesa	Rowlett	MCIP-Thor	Thoroughfare	2002				2,327,228				2,327,228	2,327,228	4,654,456	50.0%
Murphy @ Blackburn	Sachse	MCIP-Thor	Intersection	2002		804,150						804,150	804,150	1,608,300	50.0%
<b>Total Estimated Costs per Year</b>					<b>3,985,000</b>	<b>4,903,427</b>	<b>8,263,139</b>	<b>7,413,978</b>	<b>8,358,939</b>	<b>0</b>	<b>0</b>	<b>32,924,483</b>	<b>87,632,851</b>	<b>120,557,334</b>	<b>27.3%</b>
<b>Estimated In-house Project Delivery Costs (25% of Total)</b>					<b>374,250</b>	<b>591,500</b>	<b>514,000</b>	<b>529,435</b>	<b>545,296</b>	<b>561,572</b>	<b>578,504</b>	<b>3,694,557</b>	<b>2,421,444</b>	<b>6,116,000</b>	<b>60.4%</b>
<b>Annual Unprogrammed Balance</b>					<b>1,057,250</b>	<b>-78,427</b>	<b>-860,639</b>	<b>-26,913</b>	<b>-987,735</b>	<b>7,354,928</b>	<b>-578,504</b>	<b>5,879,961</b>			
<b>Cumulative Unprogrammed Balance</b>					<b>1,057,250</b>	<b>978,823</b>	<b>118,184</b>	<b>91,271</b>	<b>-896,464</b>	<b>6,458,465</b>	<b>5,879,961</b>				
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.															
A 50% minimum match is assumed all city projects.															
** Miller Rd. Reimburses '91 Bond Program for funds advanced to these limits.															
*** Includes \$220,000 from 1991 Bond Fund for Incident Detection and Response															
District 2															

Major Capital Improvement Program													09-Jul-02		
Funding/Cost Forecast -- Revision #3															
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Project	City	Funding Source	Project Type	Year Selected	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
					2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>															
TEA - 21 Funding Available		MCIP-T21			2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161			
Thoroughfare Funding Available		MCIP-Thor			1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839			
Major Impact Funding Available		MCIP-MI			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
<b>Total Transportation Funding Available</b>					<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>42,499,000</b>			
<b>Projected Project Costs</b>															
Beckley @ Commerce & Colorado (COG Gr 22)	Dallas	MCIP-T21	Inters/Signal	1999	59,489							59,489	237,951	297,440	20.0%
Buckner @ Scyene	Dallas	MCIP-T21	Intersection	1999	31,651							31,651	211,817	243,468	13.0%
Camp Wisdom @ Houston School & Polk (Gr 5)	Dallas	MCIP-T21	Intersection	1999	59,489							59,489	237,951	297,440	20.0%
Colorado @ Jefferson	Dallas	MCIP-T21	Intersection	1999	43,265							43,265	173,055	216,320	20.0%
Gaston @ Munger	Dallas	MCIP-T21	Intersection	1999	48,673							48,673	194,687	243,360	20.0%
Gaston @ Washington	Dallas	MCIP-T21	Intersection	1999	54,081							54,081	216,319	270,400	20.0%
Red Bird @ Hampton & Polk (GR 6)	Dallas	MCIP-T21	Intersection	1999	58,407							58,407	233,625	292,032	20.0%
IH 30/ RL Thornton - Munger to Carroll	Dallas	MCIP-T21	Service Rd	1999		263,804						263,804	1,765,451	2,029,255	13.0%
Inwood Rd - Lemmon to Hines	Dallas	MCIP-T21	Widening	1999		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	1999		268,293						268,293	1,795,495	2,063,788	13.0%
Hines - Motor to Oak Lawn	Dallas	MCIP-T21	Intersection	1999	132,237							132,237	528,945	661,182	20.0%
Oak Lawn @ IH 35E	Dallas	MCIP-T21	Intersection	1999	40,953							40,953	274,063	315,016	13.0%
Olive @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	1999	28,122							28,122	188,198	216,320	13.0%
Pearl @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	1999	42,183							42,183	282,297	324,480	13.0%
Cockrell Hill Rd - Wintergreen to Pleasant Run	DeSoto	MCIP-Thor	Thoroughfare	2000		2,737,500						2,737,500	2,737,500	5,475,000	50.0%
Hampton Rd @ Bear Creek Rd	Glenn Heights	MCIP-Thor	Intersection	2000		628,333						628,333	628,333	1,256,666	50.0%
Houston School Rd - Wheatland to Belt Line	Lancaster	MCIP-Thor	Thoroughfare	2000			3,495,485					3,495,485	5,658,015	9,153,500	38.2%
IH 635 Service Rd - Lake June to Quail Rd	Balch Springs	MCIP-Thor	Service Rd	2000	796,666							796,666	796,666	1,593,332	50.0%
Cockrell Hill Rd - LaReunion to IH 30	Dallas	MCIP-Thor	Thoroughfare	2000		120,000	1,000,000					1,120,000	1,120,000	2,240,000	50.0%
Fair Park Link - Exposition to Hall	Dallas	MCIP-Thor	Thoroughfare	2000		1,475,000						1,475,000	1,475,000	2,950,000	50.0%
Linfield - SH 310 to Illinois	Dallas	MCIP-Thor	Thoroughfare	2000	716,000							716,000	716,000	1,432,000	50.0%
Routh - Ross to US 75 SB Service Rd	Dallas	MCIP-Thor	Thoroughfare	2000			1,050,000					1,050,000	1,050,000	2,100,000	50.0%
Jim Miller - Elam to Loop 12	Dallas	MCIP-Thor	Thoroughfare	2000	1,180,000							1,180,000	1,180,000	2,360,000	50.0%
Military Pkwy - Lawnview to Fomey Rd	Dallas	MCIP-Thor	Thoroughfare	2000	600,000	300,000						900,000	900,000	1,800,000	50.0%
Industrial Blvd - S of IH 30 to N of Commerce	Dallas	MCIP-Thor	Thoroughfare	2002				2,857,140				2,857,140	2,857,140	5,714,280	50.0%
Martin Luther King, Jr - N of Trinity to Gould	Dallas	MCIP-Thor	Thoroughfare	2002				808,605				808,605	808,605	1,617,210	50.0%
Live Oak - Liberty to Peak	Dallas	MCIP-Thor	Thoroughfare	2002					2,016,206			2,016,206	2,016,206	4,032,412	50.0%
Singleton - Chalk Hill to E of Peoria	Dallas	MCIP-Thor	Thoroughfare	2002					2,373,624			2,373,624	2,373,624	4,747,248	50.0%
Cockrell Hill Rd - Pleasant Run to FM 1382	DeSoto	MCIP-Thor	Thoroughfare	2002			1,960,000					1,960,000	1,960,000	3,920,000	50.0%
Wintergreen - IH 35E to Houston School	Lancaster	MCIP-Thor	Thoroughfare	2002				5,282,098				5,282,098	5,282,097	10,564,195	50.0%
**Elm/Commerce Resurfacing	Dallas	MCIP-Thor	Resurface	2002						1,325,000		1,325,000	1,325,000	2,650,000	50.0%
<b>Total Estimated Costs</b>					<b>3,891,216</b>	<b>7,114,578</b>	<b>7,505,485</b>	<b>8,947,843</b>	<b>4,389,830</b>	<b>1,325,000</b>	<b>0</b>	<b>33,173,952</b>	<b>44,510,631</b>	<b>77,684,583</b>	<b>42.7%</b>
<b>Estimated In-house Project Delivery Costs (25% of Total)</b>					<b>374,250</b>	<b>591,500</b>	<b>514,000</b>	<b>529,435</b>	<b>545,296</b>	<b>561,572</b>	<b>578,504</b>	<b>3,694,557</b>	<b>2,421,444</b>	<b>6,116,000</b>	<b>60.4%</b>
<b>Annual Unprogrammed Balance</b>					<b>1,151,034</b>	<b>-2,289,578</b>	<b>-102,985</b>	<b>-1,560,778</b>	<b>2,981,375</b>	<b>6,029,928</b>	<b>-578,504</b>	<b>5,630,492</b>			
<b>Cumulative Unprogrammed Balance</b>					<b>1,151,034</b>	<b>-1,138,544</b>	<b>-1,241,529</b>	<b>-2,802,307</b>	<b>179,068</b>	<b>6,208,996</b>	<b>5,630,492</b>				
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.															
A 50% minimum match is assumed for all projects.															
** Potential advance commitment for local participation in Urban Street Program project in 2003. Will substitute for other MCIP funding for City of Dallas projects and be repaid in 2009.															

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Major Capital Improvement Program																
Funding/Cost Forecast -- Revision #3																
Project	City	Funding Source	Project Type	Year Selected	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share		
					2004	2005	2006	2007	2008	2009					2010	
<b>MCIP Funding Authorized</b>																
TEA - 21 Funding Available		MCIP-T21			2,227,160	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>																
Yamouth @ Zang Bld.	Dallas	MCIP-T21	Intersection	1999	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.	1999	494,000							494,000	6,806,000	7,300,000	6.8%	
Cockrell Hill Rd - Moler to W Davis	Cockrell Hill/Dallas	MCIP-T21	Thoroughfare	2002					1,825,000			1,825,000	7,300,000	9,125,000	20.0%	
MacArthur - Bear Creek to IH 30	Grand Prairie	MCIP-T21	Thoroughfare	2002					3,162,622			3,162,622	17,921,525	21,084,147	15.0%	
Mountain Creek Pkwy - IH 20 to Spur 408	Dallas	MCIP-MI	Thoroughfare	2000	2,000,000	3,000,000						5,000,000	15,000,000	20,000,000	25.0%	
Northwest Corridor Participation	Irving	MCIP-MI	Thoroughfare	2002					500,000			500,000	59,500,000	60,000,000	0.8%	
Las Colinas Blvd - Colwell to Lake Carolyn Pkwy	Irving	MCIP-Thor	New Facility	2000			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	2000		300,000						300,000	1,500,000	1,800,000	16.7%	
Sandy Lake - Denton Tap to SH 121	Coppell	MCIP-Thor	Widening	2000			1,300,000					1,300,000	6,975,000	8,275,000	15.7%	
Clark Rd. - S of Danieldale to Couch (Part)	Dallas	MCIP-Thor	Thoroughfare	2000	934,133							934,133	934,133	1,868,266	50.0%	
Clark Rd. - S of Danieldale to Couch (Part)	Duncanville	MCIP-Thor	Thoroughfare	2000	436,664							436,664	436,664	873,328	50.0%	
Clark Rd. - S of Danieldale to Couch (Part)	Cedar Hill	MCIP-Thor	Thoroughfare	2000	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	2000	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	2000	652,000							652,000	2,608,000	3,260,000	20.0%	
Belt Line/Mansfield - Fire Station to City Limit	Cedar Hill	MCIP-Thor	Thoroughfare	2002					3,057,006			3,057,006	17,323,034	20,380,040	15.0%	
Ledbetter/Grady Niblo - Merrifield to Mt. Creek	Dallas	MCIP-Thor	Thoroughfare	2002			2,978,304					2,978,304	2,978,304	5,956,608	50.0%	
S Main - Meadowcreek to S City Limit	Duncanville	MCIP-Thor	Thoroughfare	2002			379,922					379,922	379,921	759,843	50.0%	
W Wintergreen - NB US67 Frontage Rd to S Main	Duncanville	MCIP-Thor	Thoroughfare	2002			352,980					352,980	352,980	705,960	50.0%	
E Wintergreen - S Cockrell Hill to E City Limit	Duncanville	MCIP-Thor	Thoroughfare	2002			426,795					426,795	426,795	853,590	50.0%	
SH 161 Corridor - SH 183 S Frontage to Conflans	Irving	MCIP-Thor	Thoroughfare	2002		1,571,589						1,571,589	3,190,801	4,762,390	33.0%	
Hunter Ferrell Rd - Belt Line to Story	Grand Prairie	MCIP-Thor	Thoroughfare	2002					3,780,000			3,780,000	3,780,000	7,560,000	50.0%	
<b>Total Estimated Costs per Year</b>					<b>5,478,673</b>	<b>4,871,589</b>	<b>6,938,001</b>	<b>7,337,006</b>	<b>5,487,622</b>	<b>0</b>	<b>0</b>	<b>30,112,891</b>	<b>157,673,047</b>	<b>187,785,938</b>	<b>16.0%</b>	
<b>Estimated In-house Project Delivery Costs (25% of Total)</b>					<b>374,250</b>	<b>591,500</b>	<b>514,000</b>	<b>529,435</b>	<b>545,296</b>	<b>561,572</b>	<b>578,504</b>	<b>3,694,557</b>	<b>2,421,444</b>	<b>6,116,000</b>	<b>60.4%</b>	
<b>Annual Unprogrammed Balances</b>					<b>-436,423</b>	<b>-46,589</b>	<b>464,499</b>	<b>50,059</b>	<b>1,883,583</b>	<b>7,354,928</b>	<b>-578,504</b>	<b>8,691,553</b>				
<b>Cumulative Unprogrammed Balance</b>					<b>-436,423</b>	<b>-483,012</b>	<b>-18,513</b>	<b>31,546</b>	<b>1,915,129</b>	<b>9,270,057</b>	<b>8,691,553</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.

The Las Colinas Blvd project includes \$2.0 million thoroughfare participation and assumes an additional \$345,720 in County owned right-of-way sales proceeds to be allocated to the project during construction.

District 4

Countywide Summary of TEA-21 Participation -- Defederalize  
 Major Capital Improvement Program  
 Funding/Cost Forecast -- Revision #3

Project	City	Funding Source	Project Type	Year Selected	District	County	Original Funding			Defederalized Funding			
							City	State/Fed	Total	County	City	State/Fed	Total
Intersection Group 1	Dallas	MCIP-T21	Intersection	1999	1	51,917	51,917	155,750	259,584	129,792	129,792	0	259,584
Belt Line Rd - SH 289/Preston to Dallas Pkwy	Dallas	MCIP-T21	Widening	1999	1	547,448	547,448	1,642,341	2,737,237	0	547,448	2,189,789	2,737,237
Inwood Rd @ Lovers Lane	Dallas	MCIP-T21	Intersection	1999	1	75,713	75,713	227,136	378,562	189,281	189,281	0	378,562
Beckley @ Commerce & Colorado (COG Gr 22)	Dallas	MCIP-T21	Inters/Signal	1999	3	59,489	59,489	178,464	297,442	148,721	148,721	0	297,442
Buckner @ Scyene	Dallas	MCIP-T21	Intersection	1999	3	31,651	31,651	131,473	194,775	0	0	194,775	194,775
Camp Wisdom @ Houston School & Polk (Gr 5)	Dallas	MCIP-T21	Intersection	1999	3	59,489	59,489	178,464	297,442	148,721	148,721	0	297,442
Colorado @ Jefferson	Dallas	MCIP-T21	Intersection	1999	3	43,265	43,265	129,792	216,322	108,161	108,161	0	216,322
Gaston @ Munger	Dallas	MCIP-T21	Intersection	1999	3	48,673	48,673	146,016	243,362	121,681	121,681	0	243,362
Gaston @ Washington	Dallas	MCIP-T21	Intersection	1999	3	54,081	54,081	162,240	270,402	135,201	135,201	0	270,402
Red Bird @ Hampton & Polk (GR 6)	Dallas	MCIP-T21	Intersection	1999	3	58,407	58,407	175,220	292,034	146,017	146,017	0	292,034
IH 30/ RL Thornton - Munger to Carroll	Dallas	MCIP-T21	Service Rd	1999	3	263,804	263,804	1,501,649	2,029,257	0	0	2,029,257	2,029,257
Inwood Rd - Lemmon to Hines	Dallas	MCIP-T21	Widening	1999	3	1,321,648	1,321,648	3,964,943	6,608,239	1,397,844	182,593	5,027,802	6,608,239
Loop 12/Buckner - Lake June to US 175	Dallas	MCIP-T21	Widening	1999	3	268,293	268,293	1,527,204	2,063,790	0	0	2,063,790	2,063,790
Hines - Motor to Oak Lawn	Dallas	MCIP-T21	Intersection	1999	3	132,237	132,237	396,709	661,183	528,946	132,237	0	661,183
Oak Lawn @ IH 35E	Dallas	MCIP-T21	Intersection	1999	3	40,953	40,953	233,112	315,018	0	0	315,018	315,018
Olive @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	1999	3	28,122	28,122	160,077	216,321	0	0	216,321	216,321
Pearl @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	1999	3	42,183	42,183	240,115	324,481	0	0	324,481	324,481
Yarmouth @ Zang Bld.	Dallas	MCIP-T21	Intersection	1999	4	48,673	48,673	146,016	243,362	121,681	121,681	0	243,362
Bishop Area Improvements	Dallas	MCIP-T21	Rehab	1999	3	0	157,481	629,924	787,405	0	787,405	0	787,405
Tenth Street Historic District	Dallas	MCIP-T21	Rehab	1999	3	0	187,178	748,709	935,887	0	935,887	0	935,887
<b>Dallas Totals</b>						<b>3,176,046</b>	<b>3,520,705</b>	<b>12,675,354</b>	<b>19,372,105</b>	<b>3,176,046</b>	<b>3,834,826</b>	<b>12,361,233</b>	<b>19,372,105</b>
IH 635 Frontage Rds - Kingsley to LaPrada	Garland	MCIP-T21	Frontage Rds	1999	2	1,181,857	1,536,592	3,191,135	5,909,584	0	0	5,909,584	5,909,584
**IH 635 Corridor Video Surveillance	Garland	MCIP-T21	ITS	1999	2	220,000	165,000	715,000	1,100,000	550,000	550,000	0	1,100,000
Winters Park/Spring Creek Greenbelt	Garland	MCIP-T21	Trail	1999	2	0	653,944	799,266	1,453,210	364,321	364,322	0	728,643
Lake Ray Hubbard Transit Center	Garland	MCIP-T21	Transit	1999	2	0	544,024	1,928,810	2,472,834	487,536	1,985,298	0	2,472,834
<b>Garland Totals</b>						<b>1,401,857</b>	<b>2,899,560</b>	<b>6,634,211</b>	<b>10,935,628</b>	<b>1,401,857</b>	<b>2,899,620</b>	<b>5,909,584</b>	<b>10,211,061</b>
Valley View Ln - Nicholson to IH 635	Farmers Branch	MCIP-T21	Widening	1999	1	520,001	619,839	1,460,160	2,600,000	No Change			
Campbell Rd - Jay Ell Rd to US 75	Richardson	MCIP-T21	Grade Sep.	1999	1	3,519,700	8,400,799	11,544,164	23,464,663	No Change			
IH 30 Service Rds - MacArthur to TRA RR Spur	Grand Prairie	MCIP-T21	Service Rd.	1999	4	494,000	206,000	6,600,000	7,300,000	No Change			
<b>Total s - No Changes</b>						<b>4,533,701</b>	<b>9,226,638</b>	<b>19,604,324</b>	<b>33,364,663</b>	<b>4,533,701</b>	<b>9,226,638</b>	<b>19,604,324</b>	<b>33,364,663</b>
<b>Grand Total All TEA-21</b>						<b>9,111,604</b>	<b>15,646,903</b>	<b>38,913,889</b>	<b>63,672,396</b>	<b>9,111,604</b>	<b>15,961,084</b>	<b>37,875,141</b>	<b>62,947,829</b>

City of Dallas from 20 projects with federal funding to 8 projects with federal funding. Twelve projects become 100% city and/or county funded.

City of Garland from 4 projects with federal funding to 1 project with federal funding. Three projects become 100% city and/or county funded.

\*\* County funding of \$220,000 is from 1991 Bond Funds for IDR. Not MCIP funded.



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Dallas County Capital Development Fund

- Description of Funding Sources & Programs
- Approved Project Lists
  - T-21 Endorsement Projects
  - Thoroughfare Partnership Projects
- Current County Thoroughfare Projects in Construction, by District
- Future Projects to be advertised for construction
  - Thoroughfare Projects
  - CMAQ Projects

CONTACT INFORMATION:

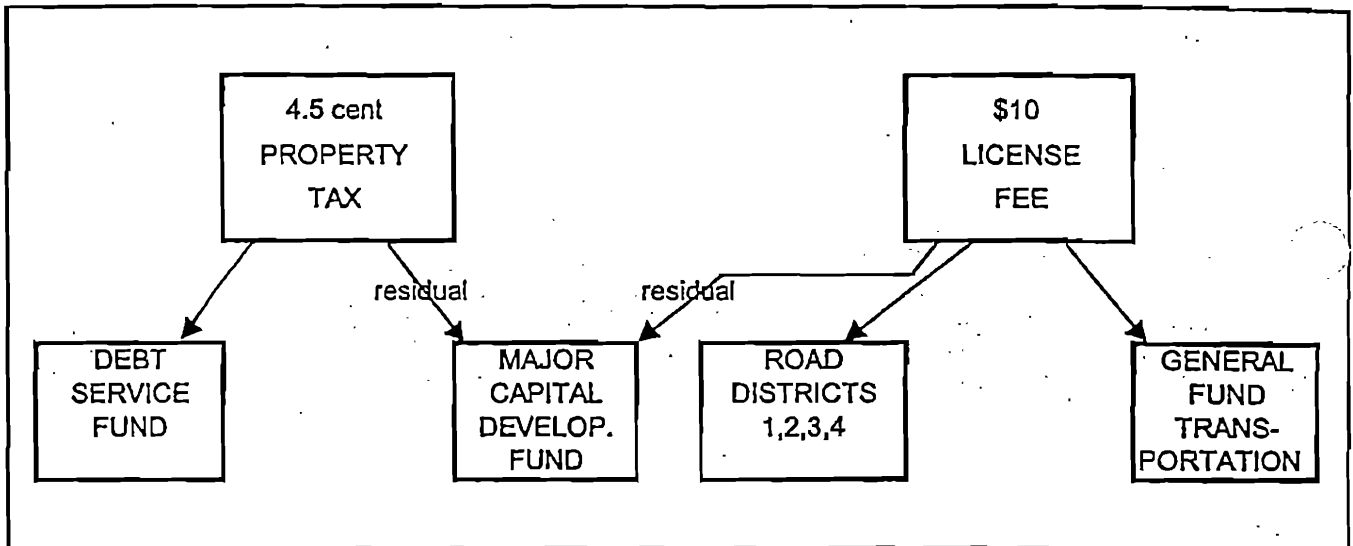
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## PART II: Major Capital Development Fund

The Major Capital Development Fund (MCDF) is a segregated funding source that is used to fund large capital projects similar in nature to projects formerly funded by Dallas County through bonds. It is the key component of moving the County away from issuing new debt and funding capital projects on a cash basis.

**Sources of Funding** - Each year, revenue generated from 4.5 cents of the County tax rate that is not required for debt service is transferred to the MCDF. Additionally, a portion of the \$10 motor vehicle license fee surplus funds is transferred to the MCDF. The license fee funds the operations of the four Road and Bridge districts and reimburses the General Fund for transportation-related activities. After these needs are satisfied, any additional funds are transferred to the MCDF. The figure below shows the general flow of funding into the MCDF.



All interest earned on monies in the Major Capital Development Fund are retained in the fund to be allocated to approved projects. In the event that a project is completed using less than the allocated amount, the remaining balance will remain in the fund to be allocated to future projects.

**General Nature of Projects** - The MCDF funds three categories of projects: (a) transportation, (b) parks and open space, and (c) buildings. Transportation projects include thoroughfare projects, TEA-21 transportation projects, and major impact projects. Parks and open space projects focus primarily on the construction of a County-wide trail system, but some acquisition of new open space is included. The building category includes major upgrades and construction of County facilities with widely varying uses in support of the County's mission.

Allocation Process for Funds - Each year as part of the annual budget process, the Office of Budget and Evaluation distributes a request for all County departments to submit their long-term capital needs for the next budget year and up to four (4) years following the next fiscal year. When these requests are received by the Office of Budget and Evaluation, those that meet the eligibility for funding under the Major Capital Development Fund are summarized and referred to the Major Capital Development Committee composed of the Budget Officer, County Treasurer, and Commissioners Court Administrator. The Major Capital Development Committee reviews each request to insure that it is an eligible project, that it is consistent with current County priorities, that the proposed funding schedule seems appropriate, and that the need for the project is clearly justified. The Committee then prioritizes each project with all other requests. Once the Major Capital Development Committee has completed its review process, all requests for funding, along with the Committee's recommended priority listing, are submitted to Commissioners Court for approval during the budget workshops. Once funding is approved, each department receiving funding provides the County Treasurer with a draw-down schedule of when funds will be spent to ensure maximum investment returns on unspent balances.

Distribution of Funding Among Districts - With regard to Thoroughfare, TEA-21 and Major Impact programs, an equal amount of funding will be allocated to each Road and Bridge district. Each district is eligible for additional thoroughfare funding under the District Thoroughfare Equalization (DTE) program. Under this program, a district may receive the difference between the Auditor's license fee revenue estimate and the actual revenue received to go toward thoroughfare projects up to the maximum amount of general County road maintenance funding received by any one district. This allocation is made "after the fact" once the books have closed on the previous year's revenues. Appendix C of this document contains the full policy related to transportation funding.

The Major Capital Development Fund maintains by policy a reserve equal to 10% of the expenditures in a given year. This is intended to be an emergency reserve and will only be allocated to projects upon a 4/5<sup>th</sup>'s vote of Commissioners Court.

Chart 1 summarizes the MCDF projects included in the Capital Improvement Plan and includes planned expenditures beyond FY2007 to show the magnitude of the fund.

## **Transportation Program**

Background - Dallas County has historically utilized a combination of long-term bond funds, state payments, cash-on-hand, and interlocal agreements to operate a Transportation Program. The goal of this program is to maintain the cross-county flow of traffic in an efficient manner. The program is managed by the Public Works Department, which serves as a planning and contracting agency rather than actually performing the roadwork. Beginning after the completion of the projects approved in a 1991 bond election, the Commissioners Court has directed that cash finance will replace the traditional debt finance technique for transportation projects. A description of the three major types of transportation projects follows:

**Major Impact Projects** – Dallas County has chosen to take on a leadership role in the transportation issues of the region. As such, the County has considered funding several major impact projects. Examples of major projects include restructuring of a highway interchange or construction of a new transportation corridor. Projects must be classified as Arterial Thoroughfares as approved by the Regional Transportation Council and approved by a minimum of 4 members of Commissioners Court. These projects will cost several million dollars each to implement and no projects are scheduled to begin prior to FY2004.

**Transportation Equity Act – 21<sup>st</sup> Century (TEA-21) Participation** - Dallas County participates with local cities in projects utilizing federal funding under the North Central Texas Council of Government (NCTCOG) TEA-21 Program. Projects are recommended by NCTCOG to the federal government based on a variety of criteria including, environmental benefit, economic impact, and level of local matching funds. The County has pledged funding to several of these City-based projects in order to ensure matching federal funds. The County will be asked to fulfill its funding commitment as the project begins.

**Thoroughfare Projects** - The County's Road and Bridge policy and a court-approved methodology for assessing thoroughfare improvement guides the Public Works Department in on-going planning for transportation system improvement. In part, this includes maintaining a current County Road List of approximately 1,500 miles of designated roadways, which is used in the development of a Regional Thoroughfare Plan (RTP). The planning mechanism for transportation system improvements depends heavily on the RTP, which is assembled by the North Central Texas Council of Governments (NCTCOG) on behalf of all cities and counties in the Dallas/Ft. Worth metropolitan area. The Regional Transportation Council (RTC) then approves this plan. The County participates in NCTCOG technical committees and the RTC, along with representative from other jurisdictions, the Texas Department of Transportation, and major public transportation agencies.

NCTCOG periodically produces a "needs analysis" which prioritizes all thoroughfares based on traffic volume, accidents, cost/benefit ratio for improvements, and other factors important to transportation mobility. With this list, and input from city staff members on local preferences through a Call for Projects, the County's Public Works Department prepares a recommendation to Commissioners Court. This recommendation includes information on other funding sources (e.g., cities, state, federal, turnpike authority) which may be available. Commissioners Court then balances the needs, the intergovernmental inputs, and the overall affordability of the projects to arrive at the final list of approved projects.

The following pages provide additional detail on the funding projections for the three major categories of transportation projects.

# Chart 1 Sources and Uses of Funds - Major Capital Development Fund

## Approved Five Year Capital Plan

		FY2003	FY2004	FY2005	FY2006	FY2007	FY2008	FY2009	FY2010	TOTAL
<b>Revenues</b>										
Beginning Balance		7,103,440	4,010,668	435,587	323,451	76,651	18,822	153,757	282,635	N/A
Revenue - Property Tax		18,101,878	20,608,000	25,200,000	37,008,000	40,170,000	40,857,000	53,543,000	58,428,000	264,828,878
Revenue - License Fee		3,083,000	4,062,000	4,089,000	4,118,000	4,110,000	4,101,000	4,080,000	4,078,000	31,731,000
Interest Earnings		625,000	709,887	833,708	816,993	814,089	847,652	837,650	841,002	8,225,981
Repayment from the 6th Floor Mus.		175,043	170,098	185,162	160,207	155,282	150,318	145,371	140,425	1,261,874
Por. Improvement Fund		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	3,500,000
Sale of Harry Hines Property		1,750,000	0	0	0	0	0	0	0	1,750,000
CivilCourt Filing Fee		1,000,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	9,400,000
Vehicle Payback		0	1,381,500	0	0	0	0	0	0	1,381,500
Gap Financing		0	3,000,000	4,500,000	6,850,000	6,850,000	4,500,000	0	0	18,850,000
<b>TOTAL</b>		<b>32,239,187</b>	<b>35,628,253</b>	<b>36,929,447</b>	<b>45,977,651</b>	<b>47,032,002</b>	<b>58,174,680</b>	<b>60,469,778</b>	<b>64,980,082</b>	<b>369,009,033</b>
<b>Expenditures</b>										
Transportation Impact Projects		0	8,668,000	6,668,000	6,668,000	6,668,000	6,668,000	6,668,000	6,668,000	300,000
TEA-21 Participation Program		0	8,808,642	0	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	41,000,000
Thoroughfare Program		3,000,000	6,091,358	15,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	15,000,000
Open Space Trails		635,000	135,000	635,000	1,235,000	1,347,180	2,178,595	2,711,143	2,711,143	30,160,000
Parks Signs and Amenities		200,000	0	0	0	0	0	0	0	210,000
Trinity River Acquisitions		11,000,000	50,000	250,000	0	0	0	0	0	300,000
Allon Civil Courts		0	10,000,000	9,054,998	0	0	0	0	0	41,000,000
Allon Civil Court Shell Space		0	0	0	0	0	0	0	0	0
Allon Renovation		0	0	1,000,000	1,000,000	1,000,000	1,000,000	0	0	4,000,000
Records Civil Courts		1,471,682	0	0	3,000,000	4,000,000	6,528,338	0	0	15,000,000
Institute of Forensic Sciences		0	0	4,000,000	8,000,000	9,000,000	4,500,000	0	0	30,160,000
Juvenile Detention Center		10,024,989	3,341,668	0	0	0	0	0	0	21,788,998
Sheriff Academy		0	0	0	0	0	1,350,000	0	0	1,500,000
Keys Jail Replacement		286,209	0	0	0	0	10,800,000	10,800,000	0	23,700,000
Old Red Courthouse Phase I		3,088,806	0	0	0	0	0	0	0	4,600,000
Old Red Courthouse Phase II		5,215,108	0	0	0	0	0	0	0	8,700,000
North East Government Center		748,184	0	0	0	0	0	0	0	3,082,375
Fueling Station		18,125	0	0	0	0	0	0	0	250,000
Investment Building		248,505	0	0	0	0	0	0	0	600,000
Vehicles		1,381,500	0	0	0	0	0	0	0	1,381,500
Gap Financing Payment		0	0	0	0	0	0	15,000,000	7,400,000	22,400,000
<b>TOTAL</b>		<b>28,221,489</b>	<b>35,192,668</b>	<b>36,605,998</b>	<b>45,901,000</b>	<b>47,013,180</b>	<b>58,020,933</b>	<b>60,177,143</b>	<b>41,777,143</b>	<b>22,400,000</b>
<b>ENDING BALANCE</b>		<b>4,010,668</b>	<b>435,587</b>	<b>323,451</b>	<b>76,651</b>	<b>18,822</b>	<b>153,757</b>	<b>282,635</b>	<b>23,202,819</b>	
Reserve (10% of Expenditures)		2,822,150	3,518,267	3,660,600	4,590,100	4,701,318	5,802,093	6,017,714	417,771	
Ending Balance Less Reserve		1,188,518	(3,083,680)	(3,337,149)	(4,513,449)	(4,682,496)	(5,648,336)	(5,725,079)	(22,785,148)	

**TABLE I  
DALLAS COUNTY  
FY2003 ADOPTED BUDGET**

<b>Major Capital Development Fund (Fund 196)</b>	<b>Amount</b>
Thoroughfare Program Design	3,000,000
Open Space Trail Acquisition and Improvements	835,000
Civil Courts Renovation	11,000,000
Juvenile Detention Center	10,024,999
Old Red Courthouse Phase II	2,000,000
Vehicles	1,361,500
<b>TOTAL</b>	<b>28,221,499</b>

**Major Technology Fund (Fund 195)**

Child Support Upgrade	288,000
Civil Courts System Replacement	4,294,730
Conference of Urban Counties	92,733
District Clerk Touch Screen	350,000
CSCD System	138,000
Public Works 911 / GIS	57,000
TB Tracking	115,000
County Records	173,000
Institute Case Billing	230,000
Computer Replacement Equipment	200,000
<b>TOTAL</b>	<b>5,938,463</b>

**Permanent Improvement Fund (Fund 126)**

<u>Building</u>	<u>Project (s)</u>	
County-wide		632,500
North Tower	Upgrade intercom system	160,000
Frank Crowley	Replace building carpet / building auto	300,000
Admin Building	Roof Replacement	60,000
Henry Wade	Upgrade electrical system	200,000
Maint. / Repair under \$50,000	Miscellaneous	634,296
Civil Courts	Transfer to MCDF	500,000
<b>TOTAL</b>		<b>2,486,796</b>

**PROGRAM:** Transportation  
**PROJECT:** Major Impact Projects

**PROJECT DESCRIPTION**

As part of the Capital Improvement Plan (CIP), Dallas County will consider funding for major impact projects. These projects are transportation improvements having significant regional or wide-area benefits where participation by the County would advance construction by several years. The Public Works Department has corresponded with the major transportation agencies (TXDOT, NTTA, and DART) requesting nominations for this category of projects. Public Works will do an intensive analysis of the possible projects, perhaps using a consultant as well as a multi-discipline team from the County. Recommendations will be made, coordinated with each applicable Commissioner and the County Judge, and then presented for discussion and approval by the entire Commissioners Court. All the details of County partnerships with participating agencies will be explicitly stated in Interlocal Agreements.

**FUNDING SUMMARY**

	FY2003	FY2004	FY2005	FY2006	FY2007	Total
Planning/Programming		6,666,000				6,666,000
Preliminary Design						
Primary Design						
Design Comp/ ROW						
ROW/Utilities						
Construction			6,666,000	6,666,000	6,666,000	19,998,000
<b>Total</b>		6,666,000	6,666,000	6,666,000	6,666,000	26,664,000

**OPERATING BUDGET IMPACT**

None

**REVENUE OR EFFICENCY OFFSET**

These infrastructure investments will impact transportation investments for critically needed improvements by accelerating the time it takes to get the projects completed and reaping intended benefits.

**ALTERNATIVE TO CAPITAL OUTLAY**

Without these impact projects, the County will experience deterioration of transportation infrastructure. Commuter delays will increase directly attributable to roads and bridges that have exceeded their design capacity. Rather than funding these projects, the County may allow any impact projects to be fully funded by state, federal, or other local agencies when those agencies believe the expenditure is warranted.



**PROGRAM:** Transportation

**PROJECT:** Transportation Equity Act-21st Century (TEA-21) Participation

**PROJECT DESCRIPTION**

Dallas County participates with local cities and other entities to increase local share of projects submitted under the NCTCOG TEA-21 Call for Projects. The Court approved a final slate of projects to which Dallas County committed its participation. These projects are listed in Appendix F.

**FUNDING SUMMARY**

	FY2003	FY2004	FY2005	FY2006	FY2007	Total
Planning/Programming		8,908,642				8,908,642
Preliminary Design						
Primary Design						
Design Compl/ ROW						
ROW/Utilities						
Construction				5,000,000	5,000,000	10,000,000
Funding Participation						
<b>Total</b>		<b>8,908,642</b>		<b>5,000,000</b>	<b>5,000,000</b>	<b>18,908,642</b>

**OPERATING BUDGET IMPACT**

Funding for TEA-21 projects will not be appropriated until FY2004 based on projected construction schedules.

**REVENUE OR EFFICIENCY OFFSET**

These infrastructure investments will leverage federal transportation dollars for critically needed improvements to the County regional thoroughfares.

**ALTERNATIVES TO CAPITAL OUTLAY**

Without this outlay, the county will experience continued deterioration of transportation infrastructure and an increase in commuter delays associated with roads that have exceeded their design capacity.

**PROGRAM:** Transportation  
**PROJECT:** Thoroughfare Projects

**PROJECT DESCRIPTION**

Dallas County participates with local cities and entities to improve regional County thoroughfares. Improvement projects on routes classified as a minor arterial route or higher on the most recent NCTCOG Regional Thoroughfare Plan and County's unincorporated roadways are included in the program. Commissioners Court will approve projects using a Program Year concept, with the Program Year (PY) being the year of construction contract award. The first PY selected will be 2004, with the amount programmed depending upon projected cash flows. The remaining PY projects will be slated for the next 10 years if enough projects are submitted. Due to cashflow considerations, Public Works assumes that FY's 2005 and 2006 will have projects with mostly completed designs from the 1991 Bond Program. The details of County partnerships with participating cities will be explicitly stated in Interlocal Agreements. Public Works will also ensure that only high-priority improvements that can be executed in an efficient manner and have the full backing of all the stakeholders are recommended for funding. Projects that can be expedited will be given a higher priority. A list of approved Thoroughfare Projects is included in Appendix G.

**FUNDING SUMMARY**

	FY2003	FY2004	FY2005	FY2006	FY2007	Total
Planning/Prelim. Design	3,000,000					3,000,000
Primary Design						
Design Compl / ROW						
Row / Utilities						
Construction		6,091,358	15,000,000	20,000,000	20,000,000	61,091,358
Total	3,000,000	6,091,358	15,000,000	20,000,000	20,000,000	64,091,358

**OPERATING BUDGET IMPACT**

The first construction funding has been scheduled to begin in 2004, as the 1991 Bond Program Expenditures run out. \$15,000,000 will be available in FY2005 and \$20,000,000 per year is programmed for construction in succeeding years. The exact amount used for each activity will depend on the number and complexity of the projects, but initially Public Works assumes that FY2004 projects will use designs completed through the 1991 Bond Program.

**REVENUE OR EFFICIENCY OFFSET**

There are no direct offsets to the County as a result of this investment. However, these infrastructure investments will leverage local transportation dollars for critically needed improvements to the County regional thoroughfares.

**ALTERNATIVES TO CAPITAL OUTLAY**

Without this outlay, the County will experience continued deterioration of transportation infrastructure and an increase in commuter delays.

**PRIOR YEARS ALLOCATION AVAILABLE**

\$2,057,916

**APPROVED TEA-21 PROJECTS AND ESTIMATED  
COUNTY PARTICIPATION COST  
AS OF OCTOBER 7, 2002**

<b>DISTRICT 1</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
Belt Line Road - SH 289/Preston Road to Dallas Parkway	\$ 547,448	\$2,737,235
Inwood Road at Lovers Lane	\$ 75,713	\$378,560
Valley View Lane – Nicholson to IH 635	\$ 520,001	\$2,600,000
Campbell Road – Jay Ell Road to US 75	\$ 3,519,700	\$23,464,663
* Belt Line Road – Maryland to Denton Drive (POTENTIAL PROJECT)	\$4,000,000	\$20,000,000

<b>DISTRICT 2</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
IH 635 Freeway Frontage Roads – Kingsley to LaPrada	\$ 0	\$5,909,283
IH 635 Corridor Video Surveillance	\$ 550,000	\$1,100,000
Winters Park/Spring Creek Greenbelt	\$ 364,321	\$1,453,210
Lake Ray Hubbard Transit Center	\$ 487,536	\$2,472,774
*IH 635 – Northwest Highway to Ferguson Road (POTENTIAL PROJECT)	\$1,058,939	\$5,294,693
*Miller Road Bridge over East Fork (POTENTIAL PROJECT)	\$3,000,000	\$15,000,000
*Pleasant Valley – Northeast Parkway to Merritt Road (POTENTIAL PROJECT)	\$4,300,000	\$43,000,000

<b>DISTRICT 3</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
Beckley Avenue at Commerce Street and Colorado Blvd.	\$ 59,489	\$297,440
Buckner Boulevard at Scyene Road	\$ 31,651	\$243,468
Camp Wisdom Road at Houston School Road and Polk Street	\$ 59,489	\$297,440
Colorado Boulevard at Jefferson Boulevard	\$ 43,265	\$216,320
Gaston Avenue at Munger Avenue	\$ 48,673	\$243,360
Gaston Avenue at Washington Avenue	\$ 54,081	\$270,400
Red Bird Lane at Hampton Road and Polk Street	\$ 58,407	\$292,032
IH 30/R.L. Thornton Freeway –Munger Avenue to Carroll Avenue	\$ 263,804	\$2,029,255
Inwood Road – Lemmon Avenue to Harry Hines Boulevard	\$ 1,321,648	\$6,608,239
Loop 12/Buckner Boulevard – Lane June Road to US 175	\$ 268,293	\$2,063,788
Harry Hines Boulevard – Motor Street to Oaklawn	\$ 132,237	\$661,182
Oak Lawn Avenue at IH 35E	\$ 40,953	\$315,016

Olive Street at Woodall Rodgers Expressway	\$ 28,122	\$216,320
Pearl Street at Woodall Rodgers Expressway	\$ 42,183	\$324,480

<b>DISTRICT 4</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
Yarmouth Street at Zang Boulevard	\$ 48,673	\$243,360
IH 30 Service Roads - MacArthur Boulevard to TRA Railroad Spur	\$ 494,000	\$7,300,000
*Cockrell Hill Road - Moler Street to West Davis Avenue (POTENTIAL PROJECT)	\$ 1,825,000	\$9,125,000
*MacArthur Boulevard – Bear Creek to IH 30 (POTENTIAL PROJECT)	\$ 3,162,622	\$21,084,147
<i>* To be submitted for NCTCOG participation, if there is a call for projects</i>		

**APPROVED THOROUGHFARE PROJECTS AND  
ESTIMATED COUNTY PARTICIPATION COST  
AS OF OCTOBER 7, 2002**

<b>DISTRICT 1</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
Midway Road – Spring Valley Road to Dooley Street	\$ 196,600	\$392,000
Arapaho road – Addison Road to Surveyor	\$ 1,432,812	\$14,328,120
Old Denton Road – Whitlock Road to Trinity Mills Road	\$2,500,000	\$5,000,000
IH 35E /Spur 348 – Northwest Highway to Spur 482/Story Road	\$ 899,000	\$3,100,000
Hillcrest Road – Loop 12/Northwest Highway to Royal Lane	\$ 737,500	\$1,475,000
Collins Road at Plano Road	\$ 175,000	\$350,000
Spring Valley Road at Weatherred / Goldmark	\$ 475,000	\$950,000
Belt Line Road – Plano Road to Jupiter Road	\$ 333,200	\$680,000
Main Street – Interurban to US 75	\$ 200,000	\$400,000
*Belt Line Road at Dallas Parkway	\$ 838,174	\$4,190,875
Preston Road – Mimosa Street to North of Royal Lane	\$2,363,130	\$4,726,260
Royal Lane - Webb Chapel to Marquis Lane	\$1,216,116	\$2,432,232
Mockingbird Lane – Hillcrest Road to West of Dallas North Tollway	\$2,145,293	\$4,767,319

Campbell Road at Plano Road	\$ 267,395	\$534,790
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<b>DISTRICT 2</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
Mockingbird Lane – West Lawther to East Lawther	\$ 710,000	\$1,420,000
Northwest Highway – Centerville Road to La Prada	\$ 722,500	\$1,445,000
Miller Road - Centerville Road to Garland City Limits	\$ 458,000	\$916,000
Military Parkway – IH 635 to Carmack Street	\$1,855,000	\$3,710,000
Collins Road – Tripp Road to US 80	\$1,157,500	\$2,315,000
Pioneer Road – Bruton Road to Belt Line Road	\$4,100,000	\$8,200,000
Country Club Drive – Walnut Street to Commerce Street	\$2,112,500	\$4,225,000
Skillman road/Audelia Road – Whitehurst Avenue to Adleta Street	\$ 885,000	\$1,770,000
La Prada Road - Larry Street to Millmar Avenue	\$ 849,420	\$1,698,840
Shiloh Road – IH 635 to Kingsley Avenue	\$2,095,639	\$4,191,278
Lawson Road – Milam Road to Clay Mathis Road	\$5,086,750	\$10,173,500
Miller Road – Dalrock Road to Chiesa Road	\$2,327,228	\$4,654,456
Murphy Road at Blackburn Road	\$ 804,150	\$1,608,300

<b>DISTRICT 3</b>	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
IH 635 Service Road – Lake June Road to Quail Drive	\$ 796,666	\$5,475,000
Cockrell Hill Road – Wintergreen Road to Pleasant Run Road	\$ 2,737,500	\$1,256,666
Fair Park Link – Exposition Plaza to Hall Street	\$ 1,475,000	\$9,153,500
Linfield Road – SH 310 to Illinois Avenue	\$ 716,000	\$1,432,000
Routh Street – Ross Avenue to US 75 Southbound Service Road	\$ 1,050,000	\$2,100,000
Jim Miller Road – Elam Road to Loop 12	\$ 1,180,000	\$2,360,000
Dolphin Road – Haskell Road to IH 30	\$ 1,055,604	\$2,111,208
Cockrell Hill Road – IH 30 to LaReunion Street	\$ 1,120,000	\$5,714,280
Hampton Road at Bear Creek	\$ 638,333	\$1,617,210
Houston School Road – Wheatland Road to Belt Line Road (Lancaster)	\$3,495,485	\$4,032,412
Industrial Boulevard – North of Commerce Street to South of IH 30	\$2,857,140	\$4,747,248
Martin Luther King Avenue - North of Trinity River to Gould Street	\$ 808,605	\$3,920,000
Live Oak Avenue –Liberty Avenue to Peak Street	\$2,016,206	\$10,564,195
Singleton Boulevard – Chalk Hill Road to east of Peoria Street	\$2,373,624	\$1,449,280

Cockrell Hill Road – Pleasant Run Road to FM 1382	\$1,960,000	\$3,920,000
Wintergreen Road – IH 35 E to Houston School Road	\$5,282,097	\$10,564,195
Elm Street/Commerce Street Resurfacing	\$ 500,000	\$1,449,280

#### **DISTRICT 4**

	<b>COUNTY SHARE</b>	<b>TOTAL PROJECT</b>
Clark Road (City of Dallas)	\$ 934,133	\$1,868,266
Clark Road (City of Duncanville)	\$ 436,664	\$873,328
Clark Road (City of Cedar Hill)	\$ 529,203	\$1,058,406
IH 30 Westbound Frontage Road	\$ 384,000	\$1,920,000
IH 30 Eastbound Frontage Road	\$ 652,000	\$3,260,000
Las Colinas Boulevard – Colwell Street to Lake Carolyn Parkway	\$ 2,000,000	\$10,000,000
SH 121 Bypass – County Line to Denton Tap Road	\$ 300,000	\$1,800,000
Sandy Lake Road – Denton Tap Road to SH 121	\$ 1,300,000	\$8,275,000
Belt Line Road – Fire Station to Cedar Hill City Limit	\$ 3,057,006	\$20,380,040
Ledbetter Road – Merrifield Road to Mountain Creek Parkway	\$ 2,978,304	\$5,956,608
East Wintergreen – South Cockrell Hill Road to East Duncanville C/L	\$ 1,159,697	\$2,318,493
SH 161 Corridor – SH 183 South Frontage Road to Conflans Street	\$ 1,571,589	\$4,762,390
Hunter Ferrell Road – Belt Line Road to Story Road	\$ 3,780,000	\$7,560,000

# DALLAS COUNTY PUBLIC WORKS THOROUGHFARE PROJECTS CURRENT COUNTY CONSTRUCTION PROJECTS

<u>PROJECT NAME</u>	<u>LIMITS</u>	<u>CONTRACTOR</u>	<u>CONTRACT AMOUNT</u>
Blackburn Road	(Holford to Water Oak Dr.)	* Tiseo Paving	
Clay Road	( East Glen to SH 352)	* Ed Bell Construction	
Jefferson Blvd	( @ Idlewild Intersection)	* Rebcon Construction	
Military Parkway	( Elva Rd. to Jim Miller Rd.)	* Ed Bell Construction	
Miller Rd.	(First St. to Dallas C/L-Garland)	* Site Concrete	\$7,620,918
Miller Rd.	(Kirby to Skyline)	* Site Concrete	\$3,411,824
Regal Row (TxDOT)	(CRI & PRR to IH-35E)	* Architectural Utilities	\$15,035,913
Roy Orr Trails	Desoto		

*Bids due 2/20/03*

*Project currently bidding*



# DALLAS COUNTY PUBLIC WORKS

<u>PROJECT NAME</u>	<u>LOCATION</u>	<u>LIMITS</u>	<u>ESTIMATED LETTING SCHEDULE</u>
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Construction Under \$2.0 million
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CMAQ By County Garland Road	Garland	Right Turn Lanes on Carl Rd @ State & @ Walnut in Garland	Summer, 2003
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CMAQ By County Alpha Road	Farmers Branch	Right Turn Lanes for intersections @ Midway & Welch in Farmers Branch	Fall, 2003
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CMAQ By County Spring Valley	Farmers Branch	Right Turn Lane for intersection @ Inwood Rd. in Farmers Branch	Fall, 2003
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Construction \$2.0 ~ 4.0 million
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Abrams Road	Richardson	Spring Valley Rd. to S. City Limits	200 <i>(construction to be administered by the city)</i>
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# DALLAS COUNTY PUBLIC WORKS

ESTIMATED  
LETTING SCHEDULE

PROJECT NAME      LOCATION      LIMITS

Construction \$4.0 ~\$6.0 million

Belt Line Road      Balch Springs/County      Mercury Rd. to Lake June Rd.      Spring,      2003  
Unincorporated

Miller Road      Dallas, Rowlett      Garland City Limits to Rowlett Rd.      Fall,      2003

Construction \$6.0 ~\$15.0 million

Singleton Boulevard      Dallas      Hampton Rd. to Canada Drive      Fall,      2003

Meyer Rd./MacArthur Blvd.      Irving/County Unincorporated      Oakdale to Bear Creek Bridge      Fall,      2003

Open Space & CDBG Under \$1.0 million

Cockrell Hill-Water Main Phase 2      Spring,      2003

Seagoville Fran Street      Summer,      2003

# DALLAS COUNTY PUBLIC WORKS

## CMAQ/ TxDOT Letting Projects -

	PROJECT NAME	LOCATION	ESTIMATED CONSTRUCTION LETTING
P01	IH 35 E at Valwood	IH 35 E at Valley View	Project Let Fall 2001, 100% Complete
P02	9 Intersections In Duncanville Big Stone at Cedar Ridge Cockrell Hill at US 67 Cockrell Hill at Wheatland Camp Wisdom at Cedar Ridge	Camp Wisdom at Cockrell Hill Cedar Ridge at Wheatland Danielsdale at Main Street Santa Fe Trail at Wheatland Cedar Hill at Danielsdale	Project Let Fall 2002, 5.5% Complete
P03	2 Intersections in Garland	North Garland at State North Garland at Walnut	Estimated Letting By Dallas County for June, 2003
P04A	US 67 at Camp Wisdom	Loop 12 at Exchange	Project Let Fall 2001, 100% Complete
P06A	Davis Drive -Hampton to Westmoreland Gilpin at SH 180	Plymouth at Davis	Project Let Spring 2002, 99..9% Complete
P07B	9 Intersections in Grand Prairie Great SW at SH 303 Carrier at IH 20 Carrier at Roy Orr SH 303 at SE 8th	SW 19 th at Jefferson to SH 180 SW 23rd at Jefferson SE 14 th at SH 303 SW 14th at Jefferson Se 14th at Jefferson	Estimated Letting Scheduled for July, 2003
P07C	1 Intersection in Grand Prairie	Freetown at 3RD Street	Estimated Letting by TxDOT Scheduled for September, 2003
P13	3 Intersections in Farmers Branch	Alpha at Midway Alpha at Welch Spring Valley at Inwood	Estimated Letting By Dallas County for August, 2003
P14A	IH 635 at Josey IH 635 at Midway	IH 635 at Marsh IH 635 at Preston	Project Let November, 2002 Construction Began Jan., 2003
P17	4 Intersections in Dallas	Churchill at Coit Forest at Park Central Forest at Skillman First at SH978) Lavon	Estimated Letting By TxDOT for September, 2003
P24A	3 Intersections in Dallas	Mockingbird at Yosemite Mockingbird at Rockaway G...ville at Milton	Project Let Fall 2002, 29.2% Complete

# DALLAS COUNTY PUBLIC WORKS

## *Dallas County Master Capital Improvement Program*

	PROJECT NAME	City	ESTIMATED CONSTRUCTION LETTING
Construction Under \$2.0 million	Linfield - Illinois to SH 310	Dallas	FY 04
	Jim Miller - Loop 12 to Elam	Dallas	FY 04
	Mockingbird Pedestrian Bridge	Dallas	FY 04
	Hillcrest - Loop 12 to Royal	Dallas	FY 05
	Collins Rd - Tripp Rd to US 80	Sunnyvale	FY 05
	Hampton Rd@ Bear Creek Rd	Glenn Heights	FY 05
Construction \$2.0 ~ 4.0 million	Military Parkway - IH 635 to Carmack	Mesquite	FY 04
	Clark Rd - Couch to Danieldale	Dallas, Duncanville, Cedar Hill	FY 04
	Cockrell Hill - Wintergreen to Pleasant Run	Desoto	FY 05
Construction \$6.0 ~\$15.0 million	Mountain Creek Parkway - IH 20 to Spur 408	Dallas	FY 04

# DALLAS COUNTY PUBLIC WORKS

## CMAQ/ TxDOT Letting Projects -

	PROJECT NAME	LOCATION	ESTIMATED CONSTRUCTION LETTING
P01	IH 35 E at Valwood	IH 35 E at Valley View	Project Let Fall 2001, 100% Complete
P02	9 Intersections In Duncanville Big Stone at Cedar Ridge Cockrell Hill at US 67 Cockrell Hill at Wheatland Camp Wisdom at Cedar Ridge	Camp Wisdom at Cockrell Hill Cedar Ridge at Wheatland Danieldale at Main Street Santa Fe Trail at Wheatland Cedar Hill at Danieldale	Project Let Fall 2002, 5.5% Complete
P03	2 Intersections in Garland	North Garland at State North Garland at Walnut	Estimated Letting By Dallas County for June, 2003
P04A	US 67 at Camp Wisdom	Loop 12 at Exchange	Project Let Fall 2001, 100% Complete
P06A	Davis Drive -Hampton to Westmoreland Gilpin at SH 180	Plymouth at Davis	Project Let Spring 2002, 99.9% Complete
P07B	9 Intersections in Grand Prairie Great SW at SH 303 Carrier at IH 20 Carrier at Roy Orr SH 303 at SE 8th	SW 19 th at Jefferson to SH 180 SW 23rd at Jefferson SE 14 th at SH 303 SW 14th at Jefferson Se 14th at Jefferson	Estimated Letting Scheduled for July, 2003
P07C	1 Intersection in Grand Prairie	Freetown at 3RD Street	Estimated Letting by TxDOT Scheduled for September, 2003
P13	3 Intersections in Farmers Branch	Alpha at Midway Alpha at Welch Spring Valley at Inwood	Estimated Letting By Dallas County for August, 2003
P14A	IH 635 at Josey IH 635 at Midway	IH 635 at Marsh IH 635 at Preston	Project Let November, 2002 Construction Began Jan., 2003
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P24A	3 Intersections in Dallas	Mockingbird at Yosemite Mockingbird at Rockaway G...ville at Milton	Project Let Fall 2002, 29.2% Complete

## Dallas County Public Works

MCIP Partnering Meeting  
January 31, 2003

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## Agenda

- 8:30am Coffee and Networking
- 9:00am Welcome and Introductions
- 9:20am Presentations
  - MCIP History & Lessons Learned (Don)
  - 2003 Call-for-Projects (Edith & Isela)
  - Consultant Selection Process (Alberta)
- 12:00 Complimentary Lunch
- 1:00pm Workshop Sessions
- 2:00pm Adjourn!

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## Public Works Strategic Plan

- Public Works Mission & Vision
- Purpose of Partnering workshop
- Program History

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## MCIP Program History Major Impact & Thoroughfare

### 2000

- 87 projects submitted
- 38 (43%) Approved
  - 21 reconstruction/widening
  - 7 intersection
  - 9 new roads
  - 1 enhancement
- TPC = \$ 116.8M
- County Share = \$ 41.8M

### 2002

- 61 projects submitted
- 28 (47%) Approved
  - 21 reconstruction/widening
  - 4 intersection
  - 3 new roads
  - 0 enhancement
- TPC = \$ 113.2 M
- County Share = \$ 46.1M

## Lessons Learned

- Two-year program cycle
- Program Year (PY) concept
- Flexibility of twice annual MCIP updates
  - Provide feedback today on needed changes
- Five-phase project delivery system
  - Design partnering
  - Prelim design charrettes + public workshops
  - S.U.E. + Utility partnering
  - Enhanced constructibility review
  - Total stakeholder involvement

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## Lessons Learned

- MCIP Master Agreement + PSA
- Partnering with cities and other stakeholders for continuous process improvements
- Partnering during construction
- Partnering with TXDOT
- Simplified, but effective Financial Mgmt
- MCIP lessons learned applied to remaining bond projects

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## 2003 Call-for-Projects

- Program Cycle and Deadlines (Edith)
- New MCIP Application Form (Isela)
- Project Evaluation Methodology (Edith)
- Cost Estimate Methodology (Jack)

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## Program Cycle & Deadlines

- Partnering Workshop January 31
- MCIP Application Workshop February 28
- MCIP Applications Due May 30
- Preliminary Evaluation Results September 15
- Cities' Deadline to Respond September 30
- Final Evaluation Results October 7
- Staff Recommendations October 7
- Commissioners Selection January 15
- Cities' Notification January 31

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## MCIP Application

- Application Format has Changed
- Application Submittal
  - Email
  - Snail Mail
  - Facsimile
- New Application Form
  - Separate Instructions Sheet
  - Phone Support

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## 2001 MCIP Application

2001 Dallas County Call For Projects

APPLICATION INFORMATION

Submitting Agency: \_\_\_\_\_  
 County Parcel: \_\_\_\_\_  
 Address: \_\_\_\_\_ TX

Telephone Number: \_\_\_\_\_ Parcel Number: \_\_\_\_\_  
 e-mail address: \_\_\_\_\_

PROJECT INFORMATION

Location: \_\_\_\_\_ MAPSHEET: \_\_\_\_\_  
 Beginning: \_\_\_\_\_ Project Length: \_\_\_\_\_  
 Ending: \_\_\_\_\_ Ave Road Space: \_\_\_\_\_  
 Functional Classification: \_\_\_\_\_ Ave Operating Speed: \_\_\_\_\_  
 Av. # of Accidents: \_\_\_\_\_ Traffic Volume: \_\_\_\_\_  
 (over past 3 years) Estima. Planned

Through Lanes: \_\_\_\_\_  
 Left turn lanes: \_\_\_\_\_  
 Right turn lanes: \_\_\_\_\_  
 Shoulder: \_\_\_\_\_

## 2003 MCIP Application

- New Application Form Utilizing MS Access™ 97
- Built to help clearly define project
- Team Work recommended in filling the applications out
  - ROW Agents
  - Design/ Engineers
  - Planners

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## 2003 MCIP Application

DRAFT

Part 1: Project Identification

Project Name: \_\_\_\_\_  
 County: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Parcel Number: \_\_\_\_\_  
 Functional Class: \_\_\_\_\_  
 Ave Type of Application: \_\_\_\_\_  
 Ave Year of Application: \_\_\_\_\_

Part 2: Pavement and Centerline Alignment

Planned Project Location: \_\_\_\_\_  
 Current Pavement Condition: \_\_\_\_\_  
 Proposed Pavement: \_\_\_\_\_  
 Proposed Centerline: \_\_\_\_\_  
 Proposed Right-of-Way: \_\_\_\_\_  
 Proposed Shoulder: \_\_\_\_\_  
 Proposed Turn Lanes: \_\_\_\_\_  
 Proposed Median: \_\_\_\_\_  
 Proposed Storm Drain: \_\_\_\_\_  
 Proposed Utilities: \_\_\_\_\_





## Project Cost Estimate Methodology

- Last call-for-projects
  - insufficient information about project scope
  - gross underestimation of project costs
- Changes in process and methodology
  - field inspection of all projects
  - team review of project cost estimates
- New Methodology

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## Project Evaluation Methodology

10 factors (10 points each)

Functional Class	Traffic Volume	Traffic Volume Growth	Speed Delay	Travel Desire
Benefit/Cost Analysis	Sustainable Dev.	Inter/multi-modal	Air Quality Energy Conserv.	Accident Rate

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## Project Evaluation Methodology

### • 1. Functional Class

- On the Regional Thoroughfare Plan

Functional Classification	Score
Major Arterial	10 points
Freeway	7 points
Minor Arterial	3 points
Not on Regional Thoroughfare Plan	0 points

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## Project Evaluation Methodology

### • 2. Traffic Volume

- Magnitude of expected traffic-flow improvement
- Difference between "build" and "no-build" forecast year (2030) traffic volumes.

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## Project Evaluation Methodology

### • 3. Traffic Volume Growth

- Difference between the "no-build" base year and the "build" forecast year volumes
- The larger the % change, the higher the score

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## Project Evaluation Methodology

### • 4. Speed Delay

- Based on Degree of Congestion (DOC)
- $DOC = Delay Rate - 0.410^*$
- $Delay Rate = \frac{Posted Speed - Operational Speed}{Project Length}$

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## Project Evaluation Methodology

### • 5. Travel Desire

- Assuming no congestion, what is the most desirable route for travelers?
- % Difference between the "Build Capacity-Constrained" volumes and the "All-or-nothing" volumes.

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## Project Evaluation Methodology

### • 6. Benefit/Cost Analysis

- Ratio of benefits to cost
- Benefits (increase in capacity & speed)
- Cost (total project cost)

B/C Ratio	Score
0 - 0.50	1 point
0.51 - 0.75	2 points
0.76 - 1.00	3 points
1.01 - 1.25	4 points
1.26 - 1.50	5 points
1.51 - 2.00	6 points
2.01 - 3.00	7 points
3.01 - 5.00	8 points
5.01 - 10.00	9 points
10.01 or greater	10 points

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## Project Evaluation Methodology

### • 7. Sustainable Development

- Project's potential to encourage sustainable development
- Located in census blocks classified as:
  - "distressed"
  - "underutilized"

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## Project Evaluation Methodology

### • 8. Inter-modal / Multi-modal

- Infrastructure Investment Project (10 pts)
- Social Mobility project (10 pts)
- Multi-Modal / Inter-Modal Project
  - Transit (10pts)
  - School Bus (7 pts)
  - Bicycle Paths (5 pts)
  - Sidewalks (3 pts)

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## Project Evaluation Methodology

### • 9. Air Quality / Energy Conservation

- Cost of improving air quality calculated from formula

\$/Lb of Nox Reductions	Scoring Range
> 100.0	0 points
50.0 - 99.99	3 points
10.00 - 49.99	5 points
5.00 - 9.99	7 points
< 4.99	10 points

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## Project Evaluation Methodology

### • 10. Accident Rate

- Based on raw accident rate per million vehicle miles
- Cities submit 3 years worth of accident data
- Projects with higher accident rate receive higher rating

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## Project Evaluation Methodology

- Compensation for Inherent biases in Methodology
  - Bonus points
  - Special cases
    - #1--for new roadway projects
    - #2--for projects that show no benefits
    - #3--for criteria that use % change as basis for scoring

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## Consultant Selection Process

- Two-step process
  - Proposal submittal
  - Interviews
- Cities' participation encouraged
  - Major time involvement
- Review A&E process with Commissioners
- Advertisement Schedule
  - Begin Feb 03
  - Complete June 03
- Provide feedback today on process

26

## Workshop Sessions

- Session 1--Lessons Learned (Don H.)
- Session 2--Call-for-Projects (Edith)
- Session 3--Consultant Selection (Alberta)

27

## Adjourn!

- *Thank You!*

28

## Air Quality / Energy Conservation Formula:

$$\frac{\$}{\text{lb}} = \frac{(\text{TOTAL COST} \times \text{CRF}) \times C}{[(\text{VOL}_b \times \text{EF}_b \times \text{LENGTH}) - (\text{VOL}_a \times \text{EF}_a \times \text{LENGTH})] \times 200 \text{ DAYS/YEAR}}$$

Where

VOL <sub>b</sub>	24-hour model ed volume before improvement (Analysis 2)
EF <sub>b</sub>	Emission factor based on speeds from Analysis 2 (grams/mile)
Length	Project Length (miles)
VOL <sub>a</sub>	24-hour model ed volume after improvement (Analysis 3)
EF <sub>a</sub>	Emission factor based on speeds from Analysis 3 (grams/mile)
Total Cost	Total project cost (\$)
CRF	0.06546, Capital Recovery Factor (40 yrs @ 6%)
C	454 grams per pound (conversion factor, grams to pounds)
\$/lb	Dollars per pound of NOx emissions reductions

29



MIKE - THIS IS A VERY STRONG RANKING!  
Steve C.



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

**TO :** Dallas County Cities  
**FROM:** Edith B. Ngwa, Ph.D  
**SUBJECT:** Major Capital Improvement Program (MCIP) Call-for-Projects:  
Preliminary Evaluation Results  
**DATE:** January 12, 2004.

Find attached the preliminary evaluation results of the 3rd Call for Projects. All projects submitted for this Call were rated based on 10 evaluation criteria worth a maximum of 10 points each. The score for each criterion as well as the overall project scores are displayed on the attached score sheet(s). Note that the project cost estimate on the score sheet may be different from that originally submitted by your city. All project cost estimates were reviewed by Dallas County Public Works for accuracy. Where a 10% or above difference existed between the project cost submitted by the City and that derived by Dallas County, the cost was revised to reflect an agreed-upon figure. Please review the results carefully and contact Jack Hedge, P.E. (214-653-6420) for questions regarding revised cost estimates and Dr. Edith Ngwa (214-653-6522) for questions on the evaluation results, by **January 22, 2004**. If you do not respond by the January 22, 2004 deadline, we will assume that you agree with our preliminary evaluation results and therefore proceed with our final evaluation and selection process.

CC: Sam Wilson, P.E  
Attachment



# Major Capital Improvement Project Ranking by District and by City

ID	Dist	Project Location		Length (Miles)	Project Cost	City Funding	Percent Match	Project Description							
		Beginning	Ending												
Type		Functional Class	Speed Delay	Traffic Volume	Traffic Volume Growth	Travel Delay	Benefit Cost	Accident Rate	Air Quality	AMSM	SDM	Multiplier	Total	sc/sc2	sc3
10	1	Reconstruction of Beltline Road		2	\$13,150,060	\$7,495,534	0.57	Complete reconstruction of Beltline Road, from Dallas Parkway to Marsh Lane, including water and sewer utility replacement, relocation of overhead utilities, and streetscape improvements							
Addison		Dallas Parkway		Marsh Lane											
REC	Project Score:	10	8	2	10	0	0	8	0	10	0	1.57	75		

Monday, January 12, 2004

**FACSIMILE TRANSMISSION COVER SHEET**

**DATE:** January 12, 2004

**SENT BY:** Isela Rodriguez, Transportation Planner  
DALLAS COUNTY PUBLIC WORKS DEPARTMENT  
411 ELM STREET, 4<sup>TH</sup> FLOOR  
DALLAS, TEXAS 75202  
Phone: 214-653-6417  
Fax: 214-653-6416

**TO:** Steve Chutchian, Assistant City Engineer

**COMPANY:** Addison

**FAX NUMBER:** 972-450-2837

**PHONE NO.:** 972-450-2886

**NO. OF PAGES (Inc. Cover Sheet):** 3

**COMMENTS:**  
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Please call 214-653-6417 if there are any difficulties or problems in the transmission of this fax.

SECTION GP  
GENERAL PROVISIONS

## GENERAL PROVISIONS

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983), under Part I, "General Provisions," Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.

**SECTION SP**  
**SPECIAL PROVISIONS**

SECTION SP  
SPECIAL PROVISIONS

1. OWNER

The Town of Addison, herein referred to as Owner, party of the First Part of these Contract Documents, or as may be otherwise established through assignment of the contract.

2. ENGINEER

Huitt-Zollars, Inc., Engineer of the Owner, or other representative as may be authorized by said Owner to act in any particular position.

3. FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract, Bonds and Plans may be obtained from the office of Mr. Clyde Johnson, Purchasing Agent, Finance Building, 5350 Belt Line Road, Addison, Texas.

4. COPIES OF PLANS FURNISHED

Ten (10) sets of Plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

5. PRODUCT RECORD DOCUMENTS

Maintenance of Documents. The Contractor shall maintain at the job site one record copy of the Contract Drawings, Specifications, Shop Drawings, Change Orders, other modification to the Contract, field test records and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Owner.

Recording. Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.
- c. Changes made by Change Order or Supplemental Agreement.
- d. Details not on original Contract Drawings.
- e. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
- f. Changes made by Change Order or Supplemental Agreement.
- g. Other matters not originally specified.

Shop Drawings. The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

Submittal. At the completion of the project, the Contractor shall deliver record drawings to the Owner. The transmittal letter shall be accompanied, in duplicate, with:

- a. Date, project title and number.
- b. Contractor's name and address.
- c. Title and number of each record document.
- d. Certification that each document as submitted is complete and accurate.
- e. Signature of Contractor or his authorized representative.

6. HORIZONTAL AND VERTICAL SURVEY CONTROL

The Contractor will be responsible for horizontal and vertical survey control for this project. Benchmarks and alignment centerline coordinates are provided on the plans.

7. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in Work. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Owner harmless therefrom.

8. REFERENCE SPECIFICATIONS

Where reference is made to specifications compiled by others, such are hereby made a part of these Specifications.

9. REVIEW OF WORK

The Owner and his representatives shall have the right to review the Work while such Work is in progress to ascertain that the Work is being accomplished in compliance with the standards and requirements set forth in the Contract Documents. It is also contemplated that similar review will be conducted by governmental inspectors. Notwithstanding such review, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the Owner or governmental agencies will not relieve the Contractor from responsibility for the Work. The Owner reserves the right to place full-time construction observers at the site of the Work.

The Owner and his representatives shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for review. If the Specifications, the Owner's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Owner timely notice of its readiness for testing,

and if the testing is by an authority other than the Owner, of the date fixed for such testing. Tests by the Owner shall be made promptly, and where practicable at the source of supply.

Re-examination of any Work may be ordered by the Owner, and, if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10. INSPECTION

Notwithstanding the foregoing, the Town of Addison reserves the right to inspect, test, measure or verify the construction work for this project as the Town deems necessary.

11. SCOPE OF WORK

The Work for this Project consists of furnishing all materials, labor, equipment, tools and incidentals necessary to construct, in accordance with the Plans and Specifications, the proposed improvements for Morris Avenue Extension.

12. PROPERTY LINES AND MONUMENTS

All property corners, control monumentations, construction and survey stakes and marks shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor or his employees, such stakes or marks shall be replaced at the Contractor's expense as required by the Owner.

13. DISCREPANCIES

If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Owner in writing, and the Owner shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

14. TIME ALLOTTED FOR COMPLETION

All items of Work included under these contracts shall be completed within the time stipulated in the Proposal. The time shall commence on the date specified in the Notice to Proceed. The Notice to Proceed shall consist of a written request by the Owner for the Contractor to proceed with construction of the Project.

15. EXISTING STRUCTURES

The Plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation or extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for extra work shall apply.

16. EXISTING UTILITIES AND SERVICE LINES

The Contractor shall contact all the utility companies which have facilities in the vicinity of the proposed improvements to confirm the horizontal and vertical locations of their respective facilities prior to



commencing work. Where a conflict with the proposed improvements is encountered, the Contractor shall notify the Engineer immediately prior to proceeding with the work.

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operation. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. All replacement, backfill and compaction shall be accomplished in strict accordance with the requirements of the owner of the utility or service line.

17. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Owner. The right is reserved to the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of this contract.

18. LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper execution of the Work.

19. PERMITS AND RIGHTS-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately-owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. The Contractor shall obtain a right-of-way permit from the Town of Addison.

20. PRECONSTRUCTION CONFERENCE

The successful Contractor(s) and Owner shall meet at the call of the Owner on this Project. Prior to the meeting, the Contractor(s) shall prepare schedules showing the sequencing and progress of their work and its effect on others. These schedules shall be delivered to the Owner in advance of the meeting for his review. The general nature of the work, materials used, and methods of construction as well as the schedules will be discussed at the meeting. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.

21. ADDENDA

Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than seven (7) calendar days prior to the date set for the Bid opening). Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

22. WATER FOR CONSTRUCTION

The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing or flushing. Water required for construction shall be paid for by the Contractor at the Town of Addison prevailing rates. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes.

23. EXCAVATION

The Contractor shall exercise precautions to insure that drainage from adjacent properties is not blocked by his excavations.

24. CONTRACTOR'S BID

The Contractor's Bid shall be on a Unit Price basis for construction of the Project as shown on the Plans and described in the Specifications.

25. OWNER'S STATUS

The Owner shall perform technical review of the Work. He shall also have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

26. OWNER'S DECISIONS

The Owner shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.

27. LANDS FOR WORK

The Owner shall provide as indicated on the Plans for this Project, the lands upon which the Work under this Contract is to be done, right-of-way for access to same, and such other lands which are designated on the Plans or in the Specifications for the use of the Contractor. Such lands and rights-of-way shall be adequate for the performance of the Contract. Should the Contractor be delayed as the result of lack of access, this shall be cause for an extension of time but not for additional cost.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities.

28. CLEANING UP

The Contractor shall remove at his own expense all temporary structures, rubbish and waste materials resulting from his operations. These requirements shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

29. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The time of completion is of the essence in this contract. For each calendar day that any Work shall remain uncompleted after the time specified the contract, liquidated damages shall be deducted from the monies due the Contractor in the amount of \$500.00 per day.

30. USE OF EXPLOSIVES

Use of explosives will not be allowed.

31. PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these Plans and Specifications during the life of his contract.

32. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All asphalt, concrete, rock or excavated material, or other debris shall be removed from the property and the Town of Addison. Any required disposal permits shall be the sole responsibility of the Contractor.

33. REMOVALS, ADJUSTMENTS AND REPLACEMENTS

Existing pavements, driveways, curbs, gutters, sidewalks, etc., to be removed to facilitate the construction of the improvements shall be broken up and disposed of. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Owner will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced, then said replacements shall be to the standard of the previously removed portion or better.

Existing structures such as manholes, inlets, cleanouts, valve boxes, etc. which are not the property of a private firm or company, or an individual required to move their own property, shall be adjusted, altered or reset to the required elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the particular Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use.

All private obstructions which are indicated on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item which the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

34. TOWN OF ADDISON APPROVAL

This project is subject to final approval and acceptance by Town of Addison.

35. TRAFFIC CONTROL

The Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the provisions set forth in the latest edition of the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of Sections 542.202, 544.001 and 544.002 of the Texas Transportation Code. The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the Town of Addison to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign must be installed prior to the removal of the existing sign. The Contractor shall submit a Traffic Control Plan at least five (5) calendar days prior to commencing work for review and approval by the Town of Addison.

36. CERTIFICATION

The Contractor shall submit a manufacturer's certification that the material was manufactured and tested in accordance with the referenced Specifications and a report of test results. The certification shall be submitted prior to material shipment.

37. FINAL ACCEPTANCE OF WORK

Final acceptance of the Work is subject to final testing and approval of the Work by the Town of Addison.

38. WORK AREA

Contractor shall restrict his construction activity to the project site.

39. CONTRACTOR'S AFFIDAVIT OF BILLS PAID

The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.

40. PAY ITEMS

Pay items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.

Final payment to the construction contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison.

41. SAMPLES AND TESTS OF MATERIALS

Modify the General Provisions, Section GP 5.16, Samples and Tests of Materials.

"The Contractor shall designate and pay a recognized testing laboratory to perform all concrete design for this project. Such designation shall be subject to the approval of the Owner. Samples of all materials for tests shall be taken by the Contractor's authorized representative at the discretion of the Owner.

"All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (1983) as amended or supplemented."

All concrete mix designs and supporting data shall be submitted to the Owner for approval and accepted at least ten (10) days prior to placing concrete.

42. CONSTRUCTION STAKING

Construction staking will not be provided by the Owner or Engineer.

43. COMPLIANCE WITH GENERAL RULES AND LAWS

36. CERTIFICATION

The Contractor shall submit a manufacturer's certification that the material was manufactured and tested in accordance with the referenced Specifications and a report of test results. The certification shall be submitted prior to material shipment.

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Construction staking will not be provided by the Owner or Engineer.

43. COMPLIANCE WITH GENERAL RULES AND LAWS

"Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and regulations will affect his cost, progress or performance of the Work."

44. COMPLIANCE WITH IMMIGRATION LAWS

"Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986."

45. RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

46. GENERAL SEQUENCE OF CONSTRUCTION

Prior to the start of work, the contractor shall develop a detailed construction schedule and sequence of construction, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During all phases of construction two lanes of traffic (one in each direction) and access to all side streets and driveways must be maintained at all times unless otherwise authorized in writing by the Town of Addison.

Barricades, temporary pavement markings, and channelizing devices conforming to the current edition of the Texas M.U.T.C.D. shall be used during all stages of construction to control traffic flow through the work zones. Sidewalks and/or clear passage ways must be provided at all times for pedestrian traffic in the area.

Erosion control devices must be properly installed and maintained during all stages of construction.

47. SPECIAL CONSTRUCTION SEQUENCING

Addison Circle Phase II-B is located in an area that hosts several special events throughout the year. These events will continue to be held during the construction and certain provisions must be made to accommodate them. The dates, durations and operating hours of events vary from year to year and it is therefore not possible to specify all restrictions prior to execution of the construction contract. The following information should, however, aid the Contractor in evaluating the impact of such events on his schedule.

The major events and scheduled dates are as follows:

- a. Taste of Addison: May 20 & 21, 2001;
- b. Addison's Kaboom Town: July 3rd 2001

c. Addison's Oktoberfest: Sept. 14-17, 2001

d. Run for the Children: Sept. 16, 2001

Most events occur along Addison Circle between Addison Road and Quorum Drive, occupying areas several hundred feet north and south of the roadway.

For bidding purposes, the Contractor should assume that no work can occur on the project during an event. At least two weeks prior to a scheduled event the Contractor shall be required to coordinate through the Town of Addison's Director of Public Works with the managers of the event and inform them of his planned construction activities during the event. Depending upon the nature and timing of the Contractor's activities with respect to the event's activities, a determination will be made by the Director as to whether construction will be temporarily suspended entirely or in the immediate vicinity of the event.

During the event, special effort must be made to secure the construction site and provide for the safety of the public. Though the standard specifications and normal construction practices dictate measures to be employed, during an event, the public will be moving about in a manner that is not typical relative to this type of construction project.

48. CONSTRUCTION STAKING

All construction staking shall be done under the supervision of a Registered Professional Land Surveyor registered in the State of Texas. The Contractor shall submit copies of cut sheets and field books for the construction of all paving, water, wastewater, and stormwater improvements to the Town of Addison for review prior to construction of the improvements. The information on the cut sheets and field books shall include but not be limited to the following:

- a. Heading to include date, contract number, project name, surveying firm, contractor, and construction plan sheet number.
- b. Location, description of street/line and street/line name, number, letter, etc. designation.
- c. Benchmark Data: Location, description, and elevation.
- d. Slope or percent of grade of each curb line or utility line.
- e. Stations at 100 foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.
- f. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc.
- g. Cut to subgrade, pavement, top of curb, or flowline of the street or utility being staked.
- h. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout, valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.
- i. Cut sheets shall be signed by a Texas Registered Professional Land Surveyor.

49. GEOTECHNICAL INFORMATION

Geotechnical information such as boring locations and tan & gray limestone profiles as shown on the plans are approximations and were taken from the "Geotechnical Investigations, Proposed Addison Circle, Phase II-B, Addison, Texas", Report No. 0781-1341 dated February 1999 and prepared by Saad M. Hineidi, P.E. of Fugro-McClelland (Southwest), Inc., 2880 Virgo Lane, Dallas, Texas 75229, 214-484-8301. A complete copy of this report is bound herein.

50. GRASS REPAIR

No separate pay shall be made for repair of damaged grass areas, not indicated on the plans, but such work shall be subsidiary to the various other items bid.

51. IRRIGATION AND SPRINKLER REPAIR

The contractor shall maintain all irrigation systems within the limits of the project during the duration of the contract. The contractor is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid.

52. WORKERS' COMPENSATION INSURANCE COVERAGE

A. **Definitions.**

**Certificate of Coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**Duration of the Project** - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

**Persons Providing Services on the Project** ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.



- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
- (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;
  - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each person with whom it contracts, and provide to the Contractor;
    - a. a certificate of coverage, prior to the other person beginning work on the project; and,
    - b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The following is the form of notice of workers' compensation coverage prescribed by the TWCC. Pursuant to Section 110.110 (d) (7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point nominal type, and shall be in both English and Spanish and any other language common to the worker population.

#### **REQUIRED WORKERS' COMPENSATION COVERAGE**

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

"Call the Texas Workers' Compensation Commission (TWCC) at (512) 440-3789 to receive further information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

#### 53. PROJECT TRAILER

"The Owner will not provide the Contractor with a storage area or project trailer. The Contractor is responsible for providing his own storage area between the proposed roadway extension and Avis. The Contractor will not be required to provide a job trailer for meetings, phone conversations and other day to day activities. Meetings can be held at the Town of Addison Service Center. Costs for the storage area shall be included in mobilization.

#### 54. PREVAILING WAGE RATES

Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached hereto.

55. COORDINATION BETWEEN CONTRACTORS

There is the potential that three separate public contracts will be awarded with this project. In addition, construction of certain private improvements will be underway simultaneous with the public improvements. The public contractors shall coordinate and sequence their construction with each other and the private contractors through the owner. The award of three separate contracts in no way relieves a single contractor from ensuring that the total project is coordinated and sequenced to stay on schedule.

56. RESTRICTED WORK HOURS

Per the Town of Addison Building Regulations, "It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday and Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in cases of urgent necessity or in the interest of public safety and convenience, and then only by permit of the city manager."

**Site Work and Utility Construction**

The following wages apply to workers engaged in site or construction beyond five feet of buildings.

General Decision Number TX910045

Superseded General Decision No. TX910045

State TEXAS

Construction Type:  
Heavy  
Highway

County (ies):

COLLIN  
DALLAS  
DENTON  
ELLIS

ROCKWALL  
TARRANT  
WICHITA

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS IN WICHITA COUNTY ONLY.  
HIGHWAY CONSTRUCTION PROJECTS ONLY FOR REMAINING COUNTIES

Modification Number 0 Publication Date 02/19/1993

COUNTY (ies):

COLLIN  
DALLAS  
DENTON  
ELLIS

GRAYSON  
JOHNSON  
KAUFMAN  
PARKER

SUTX2047A 11/18/1991

Fringes

AIR TOOL OPERATOR	7.554	8.427
ASPHALT MAKER	8.565	
ASPHALT SHOVELER	8.255	
BATCHING PLANT WEAVER	9.371	
BATTERBOARD SETTER	8.920	
CARPENTER	9.147	
CARPENTER HELPER	7.695	
CONCRETE FINISHER-PAVING	9.345	
CONCRETE FINISHER HELPER PAVING	8.146	
CONCRETE FINISHER-STRUCTURES	9.058	
CONCRETE FINISHER HELPER		7.494
CONCRETE MIXER	7.733	
ELECTRICIAN	12.161	
ELECTRICIAN HELPER	8.436	
FLAGGER	5.598	
FORM BUILDER-STRUCTURES	8.717	
FORM BUILDER HELPER		7.550
STRUCTURES		8.917
FORM LAYER-PAVING & CURB	8.686	
FORM SETTER-PAVING & CURB		7.707
FORM SETTER HELPER PAVING & CURB		8.427
FORM SETTER HELPER		7.356
STRUCTURES		6.402
LABORER-COMMON	7.481	
LABORER-UTILITY	11.000	
MANUAL BUILDER	10.658	
MECHANIC	8.345	
MECHANIC HELPER	8.698	
OPER	8.304	
SERVICER	10.913	
PAINTER-STRUCTURES	8.000	
PAINTER HELPER-STRUCTURES	7.500	
PILEDRIVER	7.000	
PILEDRIVER HELPER	8.509	
PIPE LAYER	7.037	
PIPE LAYER HELPER	11.333	
BLASTER	7.250	
BLASTER HELPER	8.404	
ASPHALT DISTRIBUTOR OPERATOR	9.053	
ASPHALT PAVING MACHINE	7.908	
OPERATOR OR SWEEPER OPERATOR		

BULLDOZER, 150 HP & LESS	8.703	TRENCHING MACHINE-HEAVY	12.498
BULLDOZER, OVER 150 HP	9.360	POST HOLE DRILLER OPERATOR	9.000
CONCRETE PAVING FINISHING MACHINE	8.213	WAGON-WHEEL, HOINKING MACHINE	9.000
CONCRETE PAVING FRESHING MACHINE	9.153	REINFORCING STEEL SETTER PAVING	9.218
CONCRETE PAVING FORM GRADER	9.500	REINFORCING STEEL SETTER	
CONCRETE PAVING JOINT MACHINE	9.042	STRUCTURES STEEL SETTER HELPER	11.548
CONCRETE PAVING JOINT SEALER	7.350	STEEL WORKER-STRUCTURAL	8.665
CONCRETE PAVING FLOAT	7.875	SIGN URECTOR	12.060+3.440
CONCRETE PAVING SAND	9.290	SIGN PECTOR HELPER	11.436
CONCRETE PAVING SPREADER	9.750	SPREADER BOX OPERATOR	6.402
PAVING SUB-GRADER	9.000	MARRICANDE SERVICER	6.908
SILFFORM MACHINERY OPERATOR	9.000	ZONE WORK	4.402
CRANE, CLAMHELL, BACKHOE,		MOUNTED SIGN JUMTALLER	6.402
DERRICK, DRAGLINE, SHOVEL,	9.513	PERMANENT GROUND	
LESS THAN 1 1/2 C.Y.		TRUCK DRIVER-SINGLE AXLE	7.469
CRANE, CLAMHELL, BACKHOE,		TRUCK DRIVER-SINGLE AXLE	
DERRICK, DRAGLINE, SHOVEL,	10.517	HEAVY	8.067
1 1/2 C.Y. & OVER		TRUCK DRIVER-TANDAM AXLE	7.814
CHUSHER OR SCREENING PLANT	9.500	SEMI TRAILER	9.653
OPERATOR	12.000	TRUCK DRIVER-LANDROV/FLOAT	7.907
FOUR LOADER	10.000	TRUCK DRIVER-TRANSIT MIX	8.208
FOUNDATION DRILL OPERATOR		TRUCK DRIVER-WIPCH	7.000
CRAWLER MOUNTED	11.138	VINAPATOR OPERATOR	10.459
FOUNDATION DRILL OPERATOR		WELDER	9.000
TRUCK MOUNTED	8.688	WELDER HELPER	
FOUNDATION DRILL OPERATOR			
HELPER-TRUCK/CRAWLER	8.823		
FRONT END LOADER 2 1/2	9.311		
C.Y. & LESS	8.917		
FRONT END LOADER OVER 2 1/2 C.Y.	6.650		
HOIST - DOUBLE DRUM	9.000		
MILLING MACHINE OPERATOR	9.500		
MIXER (OVER 16 C.F.)	7.913		
MIXER (16 C.F. & LESS)	9.500		
MIXER - CONCRETE PAVING			
MOTOR GRADER OPERATOR	10.346		
FINE GRADE	9.891		
MOTOR GRADE OPERATOR	6.402		
PAVEMENT MARKING MACHINE	8.339		
ROLLER, STEEL WHEEL PLANT-MIX	7.967		
PAVEMENTS	8.138		
ROLLER, STEEL WHEEL OTHER	8.205		
FLATWHEEL OR TAMPING	7.793		
ROLLER, PNEUMATIC, SELF-PROPELLED	8.448		
SCRAPE-17 C.Y. & LESS	8.673		
SCRAPE-OVER 17 C.Y.	7.735		
SIDE BOOM	7.615		
TRACTOR-CRAWLER TYPE 150 HP	8.184		
& LESS			
TRACTOR-CRAWLER TYPE OVER			
150 HP			
TRACTOR-PNEUMATIC			
TRAVELING MIXER			
TRENCHING MACHINE-LIGHT			

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1)).

END OF GENERAL DECISION

SECTION T  
TECHNICAL SPECIFICATIONS

SECTION T  
TECHNICAL SPECIFICATIONS

I. GENERAL

All materials and construction methods for this project shall be in conformance with Town of Addison standards and specifications and the North Central Texas Council of Governments "Standard Specifications for Public Works Construction" (1983), as amended or supplemented. Where conflicts exist, Town of Addison standards and specifications shall govern.

II. SUPPLEMENTAL STANDARDS

Amendments to the North Central Texas Council of Governments Standard Specifications for Public Works Construction.

III. MOBILIZATION

IV. DEMOLITION

V. EARTHWORK

VI. SUPPLEMENTAL LANDSCAPE AND IRRIGATION SPECIFICATIONS

A. Tree Protection

B. Lawns and Grasses

VII. NPDES - STORM WATER POLLUTION PREVENTION PLAN

VIII. BRICK PAVER INSTALLATION IN VEHICULAR AREAS

IX. MISCELLANEOUS DETAILS

## II. SUPPLEMENTAL STANDARDS



AMENDMENTS TO  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

1.22-CONTRACTOR'S RESPONSIBILITIES, 1.22.2-INDEMNIFICATION: Delete the two paragraphs comprising the section and replace with the following:

"The Contractor and sureties shall indemnify the Town of Addison, Texas, Post Properties, Inc., and Gaylord Properties, Inc. (for purposes of this indemnification herein referred to together as the Owner), their officials, officers, employees and agents against, and hold the Owner, their officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, judgements, claims, damages, costs or fees, including attorney's fees, for any injury to or death of any person, or damage to or destruction of any property, resulting from or based upon, in whole or in part, any act or omission of the Contractor (including, but not limited to, the failure to provide any necessary barricades, warning lights or signs), its officers, employees agents, or subcontractors under, in connection with, or in the performance of this construction contract for the Addison Circle Phase II-B project. The provisions of this paragraph shall survive the termination of this construction contract."

1.24 PROTECTION OF WORK AND OF PERSONS & PROPERTY

1.24.3 Add the following to this section:

(a) Description:

This section covers excavation and supporting systems for trenches to protect the safety of workers and property adjacent to the site. This specification shall govern for construction of all types of trenches and excavations less than 15 feet in width. These specifications were developed in general conformance with the Occupational Safety and Health Administration (OSHA) standards as contained in Subpart P, Part 1926 of the Code of Federal Regulations. Other OSHA construction standards shall be followed where applicable.

(b) Products:

The CONTRACTOR shall submit to the OWNER prior to the beginning of any trench excavation, for approval, design calculations and fabrication drawings for the proposed trench shoring system to be used on the project certified by an engineer registered in the State of Texas.

(c) Execution:

(1) General: These specifications apply to any trench excavation which is over five (5) feet in depth from the ground surface, or trench excavations that are less than five feet in depth located in areas where unstable soil conditions are present. (Ref. OSHA, Safety and Health Regulations, Part 1926, Subpart P, Paragraph 1926.652, Subparagraph (b). "Unstable" soil conditions refers to soils which will slough or move under load or vibration.) These specifications also apply to shored trenches and excavations less than 15 feet in width.

(2) CONTRACTOR'S Responsibility:

- (A) These specifications address the safety of workers in a trench excavation and it, in no way, relieves the CONTRACTOR of his responsibility and liability to insure the safety of the project and workers.
  - (B) The CONTRACTOR must identify a qualified person in the CONTRACTOR's firm responsible for performing adequate inspections of the trench excavations to assure that conditions have not changed that may make the trench excavation or bracing less safe.
  - (C) It is the CONTRACTOR's responsibility to insure that all excavation work and site conditions are within the regulations as established by OSHA. Any property damage or bodily injury (including death) that arises from use of the trench shoring system, from CONTRACTOR's negligence in performance of contract work, or from the OWNER's failure to note exceptions to the trench safety system shall remain the sole responsibility and liability of the CONTRACTOR.
  - (D) The CONTRACTOR must notify the OWNER verbally immediately and in writing within three (3) working days of discrepancies in the soil conditions encountered during the excavation from those denoted on drawings. The OWNER or OWNER's representative will evaluate the soil conditions to determine if changed conditions warrant modification to the scope of contract. It is the CONTRACTOR's responsibility to take immediate action to assure the safety of the workers and adjacent property.
- (3) Trench Design:
- (A) The CONTRACTOR's registered professional engineer shall design the trench shoring system to accommodate any anticipated live load surcharge.
  - (B) All trenches over five (5) feet deep shall be sloped, shored, sheeted, braced or otherwise supported. Trenches less than five (5) feet deep located in areas of hazardous ground movement, shall be effectively protected. If soil conditions warrant in deep excavations, the sides of the trench above a 5-foot level may be sloped to preclude collapse. In trenches wider than six (6) feet, a minimum bench four (4) feet wide shall be provided on both sides of the excavation at the toe of the sloped portion.
  - (C) Alternate designs for use of steeper slopes or the use of supporting systems; i.e., piling, cribbing, shoring, sliding trench box etc., may be submitted in drawing form, designed and sealed by a professional engineer registered in the State of Texas to the OWNER for review. The OWNER will review for general compliance to the requirements set forth by House Bills 662 and 665. OWNER's review does not constitute acceptance, and the sole liability for the design rests with

the CONTRACTOR and CONTRACTOR's engineer. These drawings must meet accepted engineering requirements and standards as well as all applicable OSHA standards and regulations.

(4) Inspection:

(A) OWNER: If questions arise concerning interpretation of subsurface conditions, test excavations may be performed to familiarize the CONTRACTOR and/or his representative with soil types and stratification.

(B) Contractor:

(1) The CONTRACTOR is responsible for familiarizing on-site personnel with soil conditions shown so that changed conditions can be identified.

(2) The designated on-site safety person (as identified in Section 3.02B) must perform daily inspections of the trench faces and bottom and/or any structural systems utilized for supporting the trench walls prior to personnel entering into the excavation.

(3) Any variations in soil or groundwater conditions must be reported verbally immediately to the OWNER and in writing within three (3) working days. The OWNER or his representative will review the conditions with the CONTRACTOR for the purpose of evaluating changed conditions with respect to contract.

(5) Trench Excavation Requirements:

(A) Prior to Trench Excavation: Known underground installations are shown on the plans. It is the CONTRACTOR's responsibility to verify locations in the field.

(B) During Excavation

(1) During excavation, the exact location of existing underground installations shall be determined by the CONTRACTOR and when uncovered, proper precautions and supports provided so as not to interrupt existing service.

(2) Before any individual enters the bottom of the trench excavation, the trench will be inspected by the CONTRACTOR's on-site safety person as identified in Section 3.02B. to assure that trench excavation has been performed according to the design standard and OSHA Regulations and that no anomalies are observed that may affect the safety of the trench or project.

(3) Adequate inspections of excavation shall be made and an inspection log prepared by the CONTRACTOR's designated safety person as identified in Section 3.02B. If there is evidence of soil movement

creating the possibility of cave-ins or slides, all work in the excavation shall cease until the necessary precautions have been taken to assure the safety of the trench. Inspection of shoring, bracing, underpinning or other trench shoring systems shall include checking all shim plates, braces and stringers for tightness.

- (4) Excavations shall be inspected by the CONTRACTOR's designated safety person after every rainstorm or other hazard-increasing occurrence to assure the safety of the trench. Protection against slides and cave-ins shall be increased as necessary to protect against changed conditions.
- (5) Excavated material shall be stockpiled a distance away from the trench so as not to affect the trench stability. The CONTRACTOR's registered professional engineer shall determine the allowable surcharge. As a minimum to protect workers from falling debris, the toe of the stockpiled soil shall not be closer than five (5) feet to the top of the excavation.
- (6) All precautions must be made to prevent surface water from entering the trench excavation. Adequate drainage must be provided in the area adjacent to the excavation.
- (7) Operation of heavy equipment adjacent to the edge of the trench excavation may cause instability. The CONTRACTOR is responsible for the means and methods of excavation, and therefore, for loads imposed on the trench excavation and for shoring design to contain imposed live loads or surcharge.
- (8) When mobile equipment is utilized or allowed adjacent to excavations, substantial stop logs or barricades shall be installed. If possible, the grade shall be away from the excavation.
- (9) The CONTRACTOR must take precautions to protect the face of the excavation from exposure to excessive drying, water, or freezing when excavations are to remain open for more than two (2) calendar weeks.
- (10) Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition and of adequate dimensions. Timbers shall be sound and free of large or loose knots.
- (11) When installing a support system, shoring will be applied by starting from the top of the trench excavation and working down. All cross beams or trench jacks will be placed in true horizontal positions.
- (12) If shoring is utilized in trench excavations, installation will closely follow the excavation work. Trenches will not be left unsupported for a period longer than two (2) calendar days.

- (13) When employees are required to be in trenches four (4) feet deep or more, an adequate means of exit such as a ladder or steps, shall be provided and located so as to require no more than 25 feet of lateral travel.
- (14) Adequate physical barrier protection, such as guardrails, fences, or barricades shall be provided at all locations where animal or human life may inadvertently enter the trench excavation. In addition, warning lights shall be maintained from sunset to sunrise to further provide protection from the dangers of the open trench.
- (15) Walkways or bridges with guardrails shall be provided where people or equipment are required or permitted to cross over trench excavations.

(6) Special Considerations:

- (A) Precautions shall be taken by decreasing the slope or increased shoring of the sides of trench excavations adjacent to a previously backfilled excavation or fill area. This includes areas where the separation between the fill and the excavation is less than the depth of the excavation.
- (B) If groundwater is encountered, it shall be adequately controlled to a point such that no water seepage occurs on the excavation slopes or bottom. The use of tight sheeting, pumping, drainage or similar control measures shall be planned and directed by the CONTRACTOR. Consideration shall be given by the CONTRACTOR to the existing moisture balances in surrounding soils and the effects on foundations and structures if it is disturbed.
- (C) In rock excavations, the face and slope of the excavation shall be inspected by the CONTRACTOR's safety person for joints and seams or other discontinuities that may cause block failures. Vertical slopes (90°), without bracing or use of a trench box, will not be allowed in any rock material except as shown.

(7) Definitions:

Reference: OSHA Safety and Health Regulations, Part 1926, Subpart P, Paragraph 1926.653.)

"Braces" - The horizontal members of the shoring system whose ends bear against the uprights or stringers.

"Changed conditions" - Where soil conditions such as moisture content, groundwater, development of desiccation cracks or joints, or soil stratigraphy change from those originally designated in the boring logs or following initial excavation.

"Dewatering System" - A mechanical system which artificially lowers the static groundwater to a level which prevents groundwater seepage into the excavation. These

include well-points, sumps, pumping wells, or cut-off walls.

"Groundwater" - Water that is present in the soil in sufficient quantities that it will flow and collect at a point. This includes a natural aquifer water level or a perched groundwater on top of an impervious layer.

"Lagging" - Horizontal boards supported by the flanges of two H-piles that are used to separate the natural soil from the excavation.

"Rock" - A mass of soil particles that cannot be excavated by hand. This includes any weathered rock that contains soil seams. Shale is to be considered a rock material.

"Running Soil" - Soils that possess a fluid behavior generally brought about by excess moisture or imbalanced hydrostatic (water) conditions.

"Sheet Pile" - A pile or sheeting that may form one of a continuous interlocking line, or a row of timber, concrete, or steel pile, driven in close contact to provide a tight wall to resist the lateral pressure of water, adjacent earth or other materials.

"Sides" - Also referred to as "Walls" or "Faces". The vertical or inclined earth surfaces formed as a result of excavation work.

"Slope" - The angle with the horizontal at which a particular earth material will stand indefinitely without movement.

"Stringers" - Also referred to as "Wales". The horizontal members of a shoring system whose sides bear against the uprights or earth.

"Trench" - An Excavation made below the surface of the ground whereby the depth is greater than the width, but the width is less than 15 feet. A trench may consist of the void between unsupported earth and the wall of a structure if the wall is within 15 feet of the unsupported earth.

"Trench Shield" - A shoring system composed of steel plates and bracing, welded or bolted together, which support the walls of a trench from the ground level to the trench bottom and which can be moved along the trench bottom as work progresses.

"Uprights" - Vertical members of a shoring system.

1.26-INSURANCE: Add the following new paragraph:

**"ITEM 1.26.6-OWNER DEFINED:** For purposes of this Item 1.26 'Owner' shall mean and include the Town of Addison, Texas, Post Properties, Inc., and Gaylord Properties, Inc."

1.27-MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES, 1.27.4-SPECIAL WARRANTY: Change the word "one" in the first sentence to the word "two".

1.48-CLAIMS AGAINST OWNER AND ACTION THEREON: Amend the first line of the section to read as follows:

"No claim against the Owner (including the Town of Addison, Texas) under the contract or for breach of

the ..."

The remainder of the section remains unchanged.

**1.49-OWNER'S OFFICERS, EMPLOYEES OR AGENTS, 1.49.1-CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER:** Delete the paragraph comprising the section and replace with the following:

"No claim whatsoever shall be made by the Contractor against any officer, employee or agent of the Owner (including the Town of Addison, Texas) for, or on account of, anything done or omitted to be done in connection with this contract."

**1.51-MONTHLY ESTIMATE, PARTIAL PAYMENTS, RETAINAGE, FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT, 1.51.4-FINAL PAYMENT:** Delete the second paragraph and replace with the following:

"The acceptance of the Contractor of the final payment as aforesaid shall operate as and shall be a release to the Owner (including the Town of Addison, Texas, its' officers, employees and agents) from all claims or liabilities under the contract, including all subcontractor claims, for anything done or furnished or relating to the work under the contract or for any act or neglect of said Owner relating to or connected with the contract."

## 2.2 PORTLAND CEMENT CONCRETE AND RELATED MATERIALS

2.2.10 Replace this entire section with the following:

(a) **Description of Work:** This item shall consist of providing and installing a resilient and adhesive joint sealing filler capable of effectively sealing joints and cracks in pavements.

(b) **Products:**

(1) **Joint Sealers:** The sealant shall have a minimum of 75 percent extensibility at a temperature range of minus 50 degrees F. to 200 degrees F.

The sealants shall be Dow Corning 888 or Dow Corning 890-SL silicone highway joint sealant as manufactured by Dow Corning Corp., Midland, Michigan 48647.

Before installation of either of these materials, the Contractor must supply certification by an independent testing laboratory that the material meets the requirements of Table 1.

(2) The backer rod shall be a joint filler stop of closed cell polyethylene foam of sufficient size to provide a tight seal. The backer rod shall be sized such that when installed in a saw cut joint it shall prevent the sealant from flowing to the bottom. The backer rod shall be compatible with the joint sealant to act as a bond breaker, and sized according to the manufacturer's recommendations.

A bond breaking polyethylene tape will be required on top of all expansion joint fillers, cork or redwood to prevent the sealer from bonding to the expansion joint filler. The

tape shall be of sufficient width to completely cover the expansion joint filler. The tape shall be compatible with the joint sealant to act as a bond breaker and installed per the manufacturer's recommendations.

- (3) Expansion joint filler shall be either cork meeting the requirements of AASHTO M153, Type II or redwood boards meeting the requirements of NCTCOG. The filler for each joint shall be furnished in a single piece for full depth and width required for joint, unless otherwise specified by the City. When the use of more than one piece is authorized for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the City.

Each lot or batch of sealing compound shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, and the safe heating temperature and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

(c) Execution

- (1) Time of Application: The joints shall be sealed immediately following the curing period of the concrete, weather permitting, and prior to opening to traffic. During application of joint sealant, the weather shall not be rainy or foggy and the temperature shall be above 40 degrees F.
- (2) Equipment: Equipment necessary for construction of this work shall be in first-class working condition and approved by the City prior to beginning work. The equipment shall be as recommended by the joint sealant manufacturer.

The joint sealant equipment shall consist of power-driven apparatus capable of extruding the material at a continuous feed. The extruding nozzle tip of the machine shall be designed to fill the joint uniformly.

The equipment for cleaning joint openings shall consist of plows, powered brooms or wire brushes, air compressors, and joint cleaning and grooving machines necessary to produce a clean and dry joint.



TABLE I - SILICONE SPECIFICATIONS

<u>Test Method</u>	<u>Test</u>	<u>Material Requirement</u>
<b>As Supplied</b>		
MIL-S-8802	Flow, maximum, inches	0.2
MIL-S-8802	Extrusion Rate, grams per minute	90 to 250
MIL-S-8802	Tack-Free Time, minutes	35 to 75
ASTM D 1475	Specific Gravity	1.450 to 1.515
<b>Upon Complete Cure</b>		
ASTM D 2240	Durometer <sup>1</sup> , Shore A	15 to 25
ASTM D 412, Die C	Modulus, at 150% elongation <sup>1</sup> , psi maximum	45
ASTM D 412	Elongation <sup>1</sup> , % minimum	1200
ASTMD 3583 <sup>2</sup> (Modified)	Adhesion to Concrete <sup>1</sup> , minimum % elongation	500
<b>Performance</b>		
ASTM C 719	Movement, 10 cycles @ +100/-50%	No Failure
ASTM C 793-75	Accelerated Weathering, at 5,000 hours	No Cracks, Blisters or Bond Loss

<sup>1</sup>Sample cured 7 days at 25° +/- 1° C(77° +/- 2°F) and 50 +/- 5% relative humidity. Proper joint design and proper joint preparation are necessary for maximum performance.

<sup>2</sup>Joint design uses 1/2 inch x 1/2 inch x 2 inch configuration.

- (3) Preparation of Joints: The cut faces of the joint shall be thoroughly cleaned of all foreign materials, as may be required for proper installation and bonding of the joint sealer or filler, including residue from water flushing operations, by sandblasting as required. The use of a portable hand saw will not be permitted for cleaning joint faces.

After complete drying, the joint shall be sandblasted. The sandblaster nozzle shall be attached to a mechanical aiming device so as to direct the sandblast at approximately a 45 degree angle and at a maximum of two (2) inches from the faces of the joint. Both joint faces shall receive sandblasting.

After sandblasting the joints shall be blown out using filtered, oil free and moisture free, air at a minimum of 90 psi and 120 cfm. Blowing out of the joint shall be accomplished by using an approved blow tube which will fit into the joint.

After blowing, the joint shall be checked for any residual dust or coating. If any is found, the sandblasting and blowing operations shall be repeated until the joint is cleaned. The cleaned joints shall be sealed the same day as cleaned. Joints left open overnight shall be recleaned prior to sealing.

- (4) Applicable Test Methods:

ASTM D2240 Tests for Rubber Properties - Durometer Hardness

ASTM D3583 Joint Sealant, Hot applied, Elastomeric Type, for Portland Cement Concrete Pavements or Joint Sealant, Hot Applied, Elastomeric, Jet-Fuel-Resistant Type, for Portland Cement Concrete Pavements, Testing.

ASTM C719 Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman cycle)

ASTM D793 Test Method for Effects of Accelerated Weathering on Elastomeric Joint Sealants.

## 2.13 VALVES

- 2.13.1.(a) Add the following to the end of the second paragraph:

Valves smaller than 3" shall be brass.

- 2.13.1.(s) Add the following to the end of this section:

All 3"-12" valves shall have a minimum operating pressure of 175 psi. Valves greater than 12" shall have a minimum operating pressure of 150 psi. Gate valve connections shall conform to AWWA C111 and ANSI A21.11.

## 4.2 ROLLING

- 4.2.1 Revise Section, Adding:

Rolling shall continue until no further compression can be obtained and all roller marks are eliminated. The Contractor shall be required to use both a steel wheel roller conforming to Item 4.2.2 (NCTCOG Specs.) and a pneumatic tire roller conforming to Item 4.2.4 (NCTCOG Specs.).

4.2.2 Delete 1st and 2nd Sentences. Revise Section, Adding:

Rolling shall be considered incidental work and shall not be paid for as a separate item.

#### 4.9 PORTLAND CEMENT MODIFICATION OF SUBGRADE SOILS

4.9.4.(f) Add the following section:

Surface Tolerance: Subgrade surfaces after completion of lime stabilization operations shall be smooth and within the tolerance of plus .05 and minus 0.1 foot of grades and levels required from the construction shown.

4.9.4.(g) Add the following section:

CONTRACTOR shall notify the OWNER'S representative for routine testing in conjunction with the work of this section. The compacted subgrade should be tested for in place density and moisture content at a frequency of one test per 5000 square feet within 48 hours prior to pavement construction.

#### 5.8 PORTLAND CEMENT CONCRETE PAVEMENT

5.8.2.(g) Add the following to the beginning of this section:

Remove impounded water and debris from spaces to be occupied by concrete, before depositing any concrete. Wet wood forms with water.

5.8.3.(e) Add the following to the end of this section:

Forms shall remain in place at least 12 hours after the concrete has been placed. Remove forms without injuring concrete. Satisfactorily repair any concrete found defective after form removal.

Curbs shall be backfilled within twelve (12) hours after the removal of forms.

5.8.6.(c) Revise "Item 5.8.7.(2)" in eighth paragraph to read "Item 5.8.6.(b)".

#### 6.7 UNDERGROUND CONDUIT INSTALLATION

6.7.3.(c) Add the following to the end of the third paragraph:

Valves shall be installed with the opening stem upright. Valve boxes shall be of sufficient length to provide an unobstructed vertical opening from the ground surface to the operating nut. The top of the valve box shall be installed at finish grade with a 12"x12"x4" thick level concrete pad surrounding the top.

6.7.3.(s).(B).(2).(i) Add the following to the end of this section:

The flushing velocity in the water line shall be at least 2.5 feet per second. The water piping shall then be disinfected using a chlorine solution in water of at least 50 mg/1 available chlorine. The chlorinated water solution shall remain in the piping for at least 24 hours, and at the end of this period the chlorine concentration shall be at least 25 mg/1. Final flushing shall then be accomplished to remove chlorine concentrations greater than 2.0 mg/1. All requirements of AWWA Specifications C601 "Disinfecting Water Mains" shall apply. The requirements of this paragraph apply equally to new pipe and fittings, and to existing pipe lines into which connections have been made, or which may have been otherwise disturbed to the extent that contamination may have occurred.

6.7.4.(b).(1) Add the following to the end of this section:

Provide two copies of materials certificates signed by the material producer and the CONTRACTOR certifying that each material item complies with, or exceeds, specified requirements. The certificates shall be provided at the site with delivery of the materials.

6.7.4.(b).(9) Replace first paragraph with the following:

Joints in Storm Sewers: Reinforced concrete pipe joints shall be tongue and groove with either cold applied preformed plastic gaskets or rubber gaskets in accordance with TxDOT Item 464. Gasket material shall be placed in the tongue and groove and compressed.

6.7.4.(c).(2).(C) Add the following section:

Cleaning up and Repairing. The sewers shall be kept clean during the progress of the work, and upon completion shall be thoroughly cleaned. All needed repairs shall be made before this final cleaning. The CONTRACTOR shall provide suitable tools and labor to clean the sewers at his own expense. Any excessive leakage of water into the sewers, or any deviation from proper grade alignment such as to make the work, in the opinion of the ENGINEER, not consistent with first class work, shall be promptly corrected by the CONTRACTOR at his own expense. After a section of line is installed and backfilled, restoration of affected property shall not be delayed; cleanup shall progress with the work. All materials, tools, temporary structures, and excess excavation shall be removed, cleaned, smoothed, graded, and/or finished in a workmanlike manner at the completion of the work.

6.7.4.(f).(3) Add the following to the end of this section:

Tops of junction boxes shall be set flush with finish grade. Joints in precast sections shall be watertight and sealed with an elastomeric or mastic sealant. Wall openings around pipes shall be sealed on the outside with a fillet of concrete or grout and on the inside with grout. Inverts shall be formed with grout or concrete to permit a smooth flow through the structure and prevent deposition of solids or sediment.

6.7.4.(g).(2).(C) Add the following section:

Tops of manholes shall be set flush with finish grade. Joints in precast sections shall be watertight and sealed with an elastomeric or mastic sealant. Wall openings around pipes shall be sealed on the outside with a fillet of concrete or grout and on the inside with grout. Inverts shall be formed with grout or concrete to permit a smooth flow through the structure and prevent deposition of solids or sediment.

END OF SECTION

8.9 PAINING

8.9.3.(a) Add the following to the beginning of this section:

Detailed mixing, thinning and application instructions, minimum and maximum application temperature, and curing time and drying time between coats shall be furnished by the manufacturer and strictly followed by the CONTRACTOR.

8.9.3.(a) Add the following to the end of this section:

Special Surface Preparation:

- (1) Ferrous Metal Surfaces: Rust and mill scale shall be removed by power tool cleaning, as specified by the Steel Structures Painting Council.
  - (A) All weld fluxes shall be power tool cleaned as specified by the Steel Structures Painting Council and washed thoroughly with water to remove all weld flush spatters and alkali contaminants.
  - (B) Shop primer coats that have been ruptured or marred shall be wire brushed to bare metal and reprimed with primer specified.
  - (C) Surface preparation for submerged ferrous metal surfaces shall be a near white metal blast in accordance with Steel Structures Painting Council SSPC-10-63T. Metal surfaces in critical areas (non-submerged) shall be given a SSPC-8-6-63 commercial blast cleaning.
- (2) Concrete and Masonry Surfaces: Surfaces shall be allowed to dry at least 30 days before painting. Glaze, efflorescence, laitance, dirt, grease, oil, asphalt, surface deposits of free iron and other foreign matter shall be removed prior to paintings.

8.9.3.(m) Add the following section:

Pavement markings consist of lane striping, stop bars and turn lane markings. Traffic lane striping shall be white extruded thermoplastic 10' long by 4" wide with 30' skip and white/red dual reflective Stimsonite reflectors at 80' centers. Turn lanes shall be marked with dual white ceramic reflectors at 36" centers for the entire length of storage. Stop bars shall be 18" wide crossing all traffic lanes and be located at all major intersections.

### III. MOBILIZATION

## MOBILIZATION

### PART 1 - GENERAL

#### 1.01 Description of Work:

- A. The value allocated to mobilization will not be limited by a percentage of the total bid amount.
- B. Mobilization and preparatory work shall include assembly and delivery to the site equipment, materials, and supplies necessary for the prosecution of the Work; and clearing of and preparation of the Contractor's work area; the complete assembly in working order, of equipment necessary to perform the required Work; personnel services and equipment rental on work preparatory to commencing actual work; plus other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the terms of the Contract.
- C. The Contractor shall conduct his work in accordance with the requirements described in these Specifications.

### PART 2 - PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION (NOT APPLICABLE)

### PART 4 - METHOD OF MEASUREMENT

4.01 Measurement for Mobilization will be made on a lump sum basis wherein no measurement will be made.

### PART 5 - BASIS OF PAYMENT

#### 5.01 Payment:

- A. The value allocated to mobilization will not be limited by a percentage of the Total bid amount.
- B. Payment for mobilization will be made in equal portions on the first three (3) progress payments, provided the Owner is satisfied the Contractor is making a reasonable effort to mobilize for construction in a timely manner.

\*\*\*END OF SECTION\*\*\*

#### IV. DEMOLITION



## DEMOLITION

### General

1. **Description:** Provide demolition, salvage and protection of existing structures and trees as shown on Drawings or specified.
2. **Related Work specified elsewhere:**
  - A. Tree Protection
  - B. Earthwork
3. **Notification of Owners of Utility Lines and Equipment:** Notify any corporation, company, individual or local authority owning conduits, wires, pipes or equipment on site affected by Demolition work. Cap lines in accordance with instructions of governing authorities. This is to include existing irrigation lines and related wiring.
4. **Protections:** Protect existing surfaces of building equipment or other materials scheduled to remain. Protect trees and other vegetation.
5. **Examination of Site:** Before submitting proposal, visit and examine site to ascertain actual nature and scope of demolition and salvage work. Claims for extra compensation on account of additional labor, materials or equipment required for difficulties encountered in demolition and salvage work will not be recognized.

### Execution

1. **Demolition Operations:**
  - A. Prior to demolition operations, disconnect and cap off irrigation and utility service lines not required for new construction in accordance with requirements of governing authorities, applicable ordinances and regulations. If Owner deems necessary, ball and burlap predetermined plant material and relocate to Owner approved site.
  - B. Erect necessary barricades and protective measures as required. Verify that tree protection devices are in place.
  - C. Execute demolition of surfaces in a careful and orderly manner with least possible disturbance or damage to adjoining surfaces.
  - D. Materials and debris resulting from demolition operations will be removed from the site.
  - E. Remove pavements, structures, utilities, and the like to the depth of their structure.
  - F. Leave construction areas clean and ready for other trades.
  - G. Remove pavements sub-base to the depth of the base material.
  - H. Do not remove or damage trees or other vegetation unless noted to be removed.

**Salvage:** Salvage items discussed in preconstruction meeting. Clean and deliver to Town of Addison. If Owner deems necessary, have predetermined plant material professionally balled and burlapped by reputable and Owner approved company and relocated to Owner approved site. Here these items are to be professionally planted, staked, mulched, and deep-watered. A written Letter of Guarantee of one year shall accompany all such material.

**Final Grading:** Refer to Earthwork for final grading requirements.

End of Section

## V. EARTHWORK

## **EARTHWORK**

### **General**

1. **Description:** Provide complete topsoil stripping and stockpiling, earth excavation, filling, grading, trenching, and backfilling.
2. **Related Work Specified Elsewhere:**
  - A. Tree Protection
  - B. Landscaping
3. **Submittals:** Submit adequate samples of each proposed backfill to the site for Owner's review and approval.
4. **Job Conditions:**
  - A. **Protections:**
    1. Protect reference points, bench marks and monuments from damage or discoloration. Replace or repair immediately points damaged, destroyed or dislocated.
    2. Protect and maintain conduits, drains, inlets, sewers, pipes and wires that remain on property.
    3. Do not leave temporary wood in concrete or fill.
    4. Cover holes and trenches when work is not in progress. Fence or barricade changes of plane more than 45 degrees horizontally and more than 3 feet vertically.
    5. Provide dewatering and drainage to keep excavations free of water.
    6. Protect adjacent surfaces and improvements outside grading limits. Repair any damage immediately.
  - B. **Coordination:** If applicable, coordinate backfill operations with installation of subsurface drainage systems.
  - C. **Soil Classification:** Excavated materials are not classified as to type. Excavation includes all material encountered at site including rock rubble and debris.

### **Materials**

1. **Select Fill:** Cohesive fill with liquid limit of less than 35 percent and plasticity index ranging from 5 to 15. Select fill shall be free of any lumps or stones larger than 1 1/2 inches diameter.
2. **Imported Topsoil:**
  - A. Friable, dark loamy soil, fertile, free from rubble, stones, clay lumps, extraneous material, plant roots and reasonably free of weeds. Topsoil containing Nutgrass or Dallisgrass will be rejected.
  - B. Physical properties as follows:

Clay - Between 7 - 27 percent.  
Silt - Between 28 - 50 percent.  
Sand - Less than 52 percent.

**3. Site Topsoil:**

- A. Suitable topsoil material is excavated from on site.
- B. Suitable soil is defined as dark brown sandy clay loam or dark brown blackland topsoil free of rocks greater than 1" in diameter, weeds, roots and other objectional materials. Suitable soil will be determined by the Engineer/Owner.

**4. Subsoil Material:** Soil excavated from construction areas free of rocks (larger than 2 1/2 inches) and construction debris.

**5. Stock Piles:** Topsoil and excess subsoil material cut from construction areas which is suitable for backfilling shall be stockpiled in separate piles as directed by Engineer/Owner. Location of stock piles shall be subject to approval of Owner.

**6. Surplus Materials:** Remove from site any excess materials and excavated materials unsuitable for use as fill and backfill. Materials containing rubbish or debris shall be immediately removed and legally disposed of off-site.

**Execution**

**1. Preparation:**

- A. Remove abandoned, inactive utilities to point not less than 3 feet below finish grade. Plug or cap remaining lines in manner acceptable to utility company.
- B. Report encounter of active utilities not indicated by the Contract Documents to Architect/Owner. Disposition shall be as directed with adjustment in Contract amount. Extra payment will not be authorized for work that could have been foreseen by careful examination of site.
- C. Notify respective utility companies of damage caused to active utilities and protect active utilities pending instruction for disposition.
- D. Strip and stockpile site topsoil and subsoil material for future use.
- E. If applicable, verify that drainage system is complete.
- F. Verify that waterproofing is complete.

**2. Backfilling/Filling:**

**A. General:**

- 1. Before filling, clean area debris, large rocks, formwork and loose material. Area to be filled shall be approved by Architect/Owner before filling is started.
- 2. Prior to filling under pavements proof-roll subgrade with a rubber tired roller of sufficient weight. Weak areas or areas where excessive pumping is noted shall be removed and replaced with Select Fill. Once the subgrade is uniformly stable, compact the area as noted herein.
- 3. Brace retaining walls and grade beams while placing fill or backfill material.

**B. Select Fill:**

1. Place under pavements in a uniform thickness.
2. Place in maximum 8" lift compacted to approximately 95% of Standard Proctory density between 0% and 3% of optimum moisture content.

**C. Backfill - Site:**

1. Prior to placing backfill, scarify surface of ground to a depth of 4 inches. Moisture content of loosened material shall be such that first layer of fill will readily bond to surface. Do not place fill on subgrade that is muddy, frozen or contains frost.
2. Place in 8 inch maximum lift and compact to approximately 95 percent of Standard Proctor density.

**D. Backfill - Under Pavements:** Follow procedures noted in C. above, except compact lifts to 95% of Standard Proctor density.

**3. Finish Grading:**

**A.** Grade uniformly with rounded surfaces at tops and bottoms of abrupt changes in plane. Hand-grade steep slopes and areas that are inaccessible for machine work and areas around existing trees. DO NOT cut or fill around trees unless approved by the Architect and Owner.

**B.** Protect graded areas from undue erosion. Repair and regrade if required. Refill and compact where settlement occurs.

**C.** Grade areas to elevations and slopes indicated without depressions causing pocketing of surface water or humps, producing localized runoff and gulying. Ponding of water on-site is not allowed. Finish surfaces to be not more than 0.10 foot above or below established grade as follows:

1. **Lawn Areas** - Provide a minimum of 6" of Imported Topsoil or Site Topsoil over the lawn. If rock is encountered, overexcavate to a dept the one (1) foot and backfill with Topsoil.
2. In areas where fill will exceed 6" (except where Select Fill is called for), place Imported Topsoil or Site Topsoil to a minimum depth of two (2)\_ feet. If more than two (2) feet of fill is required, Subsoil Material may be used to within two (2) feet of finish grade.
3. **Planting Beds** - Grade these areas to a subgrade of 6" below finish grade. Complete final backfill with prepared soil mix as provided in the landscaping section.

**4. Cleanup:** Remove excess materials from site promptly to prevent large accumulations. Store reusable material neatly in designation locations. Upon completion of the project any remaining surplus materials must be removed and legally disposed of off site.

End of Section

**VI. SUPPLEMENTAL LANDSCAPE AND IRRIGATION SPECIFICATIONS**

## **SECTION 01532 - TREE PROTECTION**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. Provide protection of existing trees scheduled to remain and furnish all supplementary items necessary to complete the protection barricade installation and root pruning.

#### **1.02 SITE CONDITIONS**

- A. Most of the existing trees are located on the drawings. Protect these trees and all other trees outside of the building footprint and roadway/parking area unless they are scheduled to be removed.

#### **1.03 TREE TAGGING**

- A. Identify trees to be preserved with permanent flagging tape.

#### **1.04 PROTECTION/ROOT PRUNING**

- A. Protect trees by barricading each tree or group of trees outlined on the drawings.
- B. Do not cut or fill within the line of the barricade or within the drip line of the trees.
- C. Complete root pruning prior to beginning parking area and building construction.

#### **1.05 GUARANTEE**

- A. Guarantee existing trees against damage until final acceptance of the project. Repair any damage which, in the opinion of the landscape architect, can be satisfactorily corrected.

#### **1.06 DEFINITIONS**

- A. Disturbance/Damage: Physical or visual change to the trees which, in the opinion of the landscape architect, is detrimental to the trees being protected. Such disturbance may be caused by equipment, material, or personnel.
- B. Violation: Damage to trees caused by any construction or delivery vehicle, construction material storage, or disposal of solid or liquid debris shall be considered a violation.

### **PART 2 - PRODUCTS**

#### **2.01 BARRICADES**

- A. Fence Material: 12½ ga. galv. stock fence, 4'-0" tall or Plastic Snow fence.
- B. Post: Steel T post, 6'-0" long.



## **2.02 EQUIPMENT**

- A. Complete root pruning with a "Ditch Witch" type trenching machine.

## **PART 3 - EXECUTION**

### **3.01 TREE PROTECTION**

- A. Install prior to any mobilization on the site.
- B. Barricade: Install barricades around trees at their drip line unless construction is scheduled to encroach closer to the trunk. In this event, relocate the fence to within 4' of the trunk. Where construction comes closer than 4', protect the trunk by planking as detailed.

### **3.02 ROOT PRUNING**

- A. If construction encroaches within the dripline, provide root pruning as described.
  - 1. Cut trenches 2'-6" deep, 1'-0" behind the proposed back of curb or building perimeter line.
  - 2. After trenching, carefully inspect exposed roots and saw cut any flared ends smooth.
  - 3. After trenches are cut and reviewed by landscape architect, backfill with soil to the original grade and water backfill thoroughly.
  - 4. Do not proceed with backfill until trenches are reviewed.

### **3.03 MAINTENANCE**

- A. Maintain tree protection barricades in a newly installed condition through final acceptance or until construction has been completed in the area of the tree(s).
- B. Deep-water protected trees weekly during dry periods, and spray tree crowns periodically to reduce dust accumulation on the leaves.

### **3.04 PENALTY**

- A. If any tree is damaged and, in the opinion of the landscape architect, cannot be satisfactorily repaired, then a fine of \$100 per caliper inch will be assessed against the contractor. Caliper measurements will be taken as follows: up to and including 4" caliper, 6" above ground level; over 4", 4'-0" above ground level.
- B. If the landscape architect agrees that the damage can be satisfactorily repaired, then complete this work by a qualified arborist to the satisfaction of the owner/landscape architect.

## **END OF SECTION**

## **SECTION 02930 - LAWNS AND GRASS**

### **PART 1 - GENERAL**

#### **1.1 RELATED CONDITIONS**

- A. Provisions established within the General Conditions of the Contract are collectively applicable to this Section.

#### **1.2 DESCRIPTION**

- A. Complete grassing as described including common Bermudagrass solid sod and hydroseed.

#### **1.3 QUALITY ASSURANCE**

- A. Deliver fertilizer to site in original, sealed containers bearing manufacturer's guaranteed statement of analysis.

#### **1.4 SPECIAL GRASSING**

- A. Water: Will be available on site. Provide necessary hoses and other watering equipment required to complete work. Refer to drawings for irrigation limits.
- B. Maintenance: Until substantial completion and until an approved stand of grass is achieved, maintain lawn areas by watering, mowing, weeding, spraying, cleaning and replacing as necessary to keep the turf in a vigorous, healthy condition.
  - 1. Watering: As necessary to keep top 2 inches of soil moist.
  - 2. Mowing: Mow newly planted grass areas weekly after initial growth reaches 2-½ inches.
  - 3. Weeding: Remove weeds and foreign grass over grass areas at least once a week. Herbicides may be used only when approved by Architect and as noted in 1.3, E below.
- C. Acceptance: The work will be accepted when a completed undamaged stand of grass is achieved as approved by Owner and Architect.
- D. Weed Eradication:
  - 1. Spray areas to be seeded prior to seeding to eliminate broadleaf and grassy weeds.
  - 2. Complete this work prior to cultivating the area during favorable weather conditions.

#### **1.5 REFERENCED STANDARDS**

- A. ASTM - American Standard Testing Material - sand.
- B. The Grasses of Texas, TAMU Press - Plant Nomenclature.

#### **1.6 CONDITIONS OF SURFACES**

- A. Lawn areas will be graded with topsoil. Provide fine grading as noted herein.

#### **1.7 SCHEDULES**

- A. Sodding:
  - 1. Sodding operations can be performed year-round weather permitting. Do not install sod on frozen ground or if forecast calls for freezing conditions.
  - 2. Do not place sod without prior approval from Architect.

#### **B. Grass Seeding:**

- 1. Common Bermudagrass: Complete seeding between May 1 and September 15, weather permitting.

### **PART 2 - MATERIALS**

#### **2.1 GRASS**

- A. Sod: Common Bermudagrass (*Cynodon dactylon*) Free of foreign weeds and grasses. Cut sod with a full 3/4 inch heavy clay soil covering roots. Do not stack for more than 48 hours between time of cutting and planting. Any sod not planted within 24 hours after receipt on site shall be removed and not planted.

- B. Seed: Common Bermudagrass (*Cynodon dactylon*) Min. 90% purity and min. 85% germination with no noxious weeds.

## 2.2 MULCH FIBER

- A. Virgin wood cellulose fiber for hydromulch - Weyerhaeuser or Conweb with green color additive.

## 2.3 TACKIFIER

- A. Natural, non-asphaltic vegetable gum with gelling and hardening agents.

## 2.4 FERTILIZER

- A. Provide a complete fertilizer, part of elements of which are derived from organic sources and will include trace elements. Fillers to be sulphur and iron sulphate.
  1. First Application: 10-10-10 or similar analysis with minimum 8% sulphur and 4% iron plus micronutrients.
  2. Second Application: 20-5-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) plus minimum 8% sulphur and 4% iron plus micronutrients.

## 2.5 SHARP SAND

- A. Clean washed sand (fine aggregate) ASTM C-33.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Grading: Verify that lawn areas have been graded as required. Note that some areas may be left undisturbed as shown on the grading drawings. Do not proceed with final grading until prior earthwork is in accordance with Contract Documents.

## 3.2 FINAL GRADING

- A. Loosen areas to be grassed with rototiller, or similar equipment and fine rake to break up lumps to produce a smooth, even grade free from unsightly variations, ridges or depressions. Leave grade next to walks and curbs 1 in. low.
- B. Remove and dispose of stones 1 inch or larger, sticks, roots, other debris and grass stubble exposed during this operation.
- C. Do not vary final grades more than 0.1 foot from finish elevations.
- D. Receive approval of fine grading from Architect prior to grass planting.

## 3.3 FERTILIZING

- A. First Application:
  1. Distribute 10-10-10 fertilizer uniformly at rate of 15 pounds per 1,000 square feet and rake into seed bed prior to grassing.
- B. Second Application:
  1. Repeat fertilization with 20-5-10 commercial fertilizer after first cutting at rate of 15 pounds per 1,000 square feet.
- C. Water: Immediately water fertilizer after each application.

## 3.4 GRASS PLANTING

- A. Sod:
  1. After final grading, place sod so edges are touching in neat even rolls. Lightly topdress with sharp sand to fill voids and grade smooth. Roll to eliminate undulations and to achieve a smooth even grade.
- B. Seeding:
  1. At time of seeding, soil to be moist but not muddy and wind velocity shall not exceed 10 miles per hour. Add water if required to moisten soil.

2. Lightly scarify the ground as necessary immediately before hydromulching seed to provide a smooth, even grade and friable seed bed.
3. Hydromulch seed evenly at the following rates with wood cellulose fiber at rate of fifty (50) pounds per 1,000 square feet.  
Hulled Common Bermudagrass: 2 lbs/1000 sq. ft.
4. Add tackifier to mix for slopes 4:1 or steeper at rate of one pound per bag of mulch.

3.5 PERFORMANCE

- A. Establish a dense coverage of permanent grasses, free from lumps and depressions.
- B. Regress any area failing to show uniform cover. Such replacement shall continue until a dense cover is established. Scattered bare or dead spots will not be allowed.
- C. Mow and edge Bermuda areas a minimum of three times, each time after grass has reached a height of 2-½ inches. Mow to a height of 2 inches returning clippings to the turf.
- D. Keep area weeded removing broadleaf and grassy weeds as required.

3.6 GRADE MAINTENANCE AND EROSION DAMAGE

- A. Maintain original grades of lawn areas after commencement of planing and during maintenance period.
- B. Provide surface repair to ruts, ridges, tracks. Replant areas as required for final acceptance.

3.7 ACCEPTANCE

- A. The work will be accepted when a dense, undamaged stand of grass is achieved as approved by the owner.

3.8 CLEAN UP

- A. Keep premises neat and orderly including organization of storage areas. Remove trash and debris resulting from lawn preparation from site daily as work progresses. Leave paved areas in a broom clean condition by sweeping or hosing.

END OF SECTION

**VII. NPDES – STORM WATER POLLUTION PREVENTION PLAN**

**STORM WATER POLLUTION PREVENTION PLAN**

**FOR**

**MORRIS AVENUE EXTENSION**

**ADDISON, TEXAS**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
Name:

Company:

# STORM WATER POLLUTION PREVENTION PLAN

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Inspection Forms & Reports	
Notice Of Intent Forms (Copies)	
Certification of Contractors	
Notice of Termination Forms (Copies)	
Record of major soil disturbing activities	
Record of Revisions/Modifications	

## Storm Water Pollution Prevention Plan

This plan has been prepared in accordance with the requirements of the Final NPDES General Permit for Storm Water Discharges from Construction Sites, as published in the Federal Register on September 9, 1992. Should contract documents conflict with the minimum requirements of the General Permit, State or local requirements, the more stringent requirements shall apply.

In accordance with the requirements of the NPDES General Permit for Storm Water Discharges from construction sites, all contractors and subcontractors shall at all times take necessary measures to prevent the flow of sediment and other materials from the work site into the storm sewer system or to any receiving water. Such measures may include, but are not limited to, the placement of straw bale erosion checks and inlet protection, silt fence, riprap stabilization, grassing, sodding, etc.

### I. Site Description

#### A. Nature of the Construction Activity.

MORRIS AVENUE EXTENSION is a new multi-family mixed use development on 4.2 acres. The construction of this project involves fine grading, excavation, backfilling and installation of the water and paving.

#### B. Sequence of Major Activities which disturb soil. (Descriptive)

Major soil disturbing activities that will take place include:

- Paving
- Construction of underground utilities (public and franchise)
- Fine grading

The site drainage areas and grading are indicated on the drawings and maps found in the construction documents.

#### C. Estimates of Total Area & Area to be Disturbed.

The total area of MORRIS AVENUE EXTENSION is 0.50 acres. Approximately 0.50 acres are expected to be disturbed by construction activity.

#### D. Estimate of Post-Construction Runoff Coefficient.

The overall estimated post-construction runoff coefficient for this construction site is based on Town of Addison Drainage Design Criteria. Runoff tabulations are given on the Drainage Area Map.

#### E. Existing Data Giving Soils Information and Quality of any Discharge from the Site.

A geotechnical report for the surrounding recent development indicates surface soils found in the area typically consist of dark brown clay underlain by light brown calcareous clays underlain by tan weathered limestone and gray limestone.

No data exists on storm water runoff quality from this project.

#### F. Site Map Information:

The following information can be found on the maps and plan sheets given in the construction documents:

- Site drainage patterns
- Approximate slopes after grading
- Areas of soil disturbance
- Outline of areas not to be disturbed (No areas indicated.)
- Location of major structural & non-structural controls



G. Name of and Location of Discharges to Receiving Water(s) and Area of Wetland Acreage at the Site.

All storm water runoff from MORRIS AVENUE EXTENSION is received by an unnamed tributary of White Rock Creek.

There are no designated wetlands within the Right-Of-Way of these projects.

II. Controls

In general, for this project the Contractor shall be responsible for the selection and implementation of erosion and sedimentation control and stabilization measures as necessary. Appropriate preventative and control measures shall be implemented prior to commencing any activity which disturbs the existing surface or could otherwise be considered a pollutant source. The Contractor shall take such measures as necessary to assure compliance with the requirements and intent of the NPDES General Permit for storm water discharges from this project. Such measures shall include, but are not limited to the installation and maintenance of the following:

- Perimeter controls such as silt fence, straw bales, or equivalent to prevent offsite sedimentation and/or to prevent run-on to the site.
- Silt fence, straw bale, or equivalent erosion checks for ditch and inlet protection to eliminate soils, sediments, or other debris from entering the drainage systems or receiving waters.
- Silt fence, straw bale, or equivalent sediment barrier around the perimeter of stockpiled soils.
- Other controls, as warranted by field conditions and sequencing.
- Final stabilization of the site shall be achieved by the Contractor prior to acceptance of the project by the Owner or the Town of Addison.

At a minimum, the Contractor shall install the measures shown on the Erosion Control Plan.

A. Erosion & Sediment Controls

1. Stabilization practices

To reduce the erosion potential of disturbed areas, temporary seeding, permanent seeding, mulching or sod stabilization procedures, or their equivalent, must be initiated on all disturbed areas within 14 calendar days of last activity in that area as required by the General Permit.

The owner's construction manager will keep a record of when major activities occur, temporarily or permanently cease, and when stabilization measures are initiated. A copy of this record will be kept with this plan on-site.

2. Structural practices

The disturbed surface areas for this project are comprised of relatively small drainage areas. Within these small areas, erosion and sedimentation can be effectively controlled using silt fences, straw bales, and sediment traps, as shown on the erosion control plan.

During construction and until the site is adequately stabilized, ditches, curb inlets, and basin and drop inlets shall have stone siltation structures, straw bale erosion checks, straw bale dikes, or equivalent installed to significantly reduce the amount of soil and silt entering the underground drainage system and/or receiving waters. All stockpiled soil will be surrounded by a straw bale dike, silt fence, or equivalent to properly control sediment runoff. At a minimum, silt fences will be used as sediment controls on the sideslope and downslope boundaries of the construction and staging areas.

Offsite drainage will be controlled through the use of a diversion swale adjacent to the project site. This swale will also collect runoff from the construction area, therefore sedimentation dams will be placed at intervals along the swale as indicated on the erosion control plan.

The Contractor is encouraged to limit the number of access points to the site as both a safety measure and a pollution prevention measure. The Contractor shall submit proposed locations of Stabilized Construction Entrances, if different from those shown on the plans, to the Engineer. The Contractor will at all times take such measures as required to minimize off-site tracking of sediments and debris. Where offsite tracking does occur, the Contractor shall promptly remove any such material or debris.

The proposed measures for erosion and sedimentation control during construction satisfy the intent of State and local requirements. The applicable erosion control drawings are given in the Appendix (Erosion Control Plan, Erosion Control Details).

#### B. Storm Water Management

Permanent erosion control and sedimentation control measures will be in place when construction is completed and prior to submittal of the Notice Of Termination. Specific locations of these stabilization measures are not given in the drawings but consist generally of the following items.

Permanent seeding, mulching or sod stabilization procedures, or their equivalent, shall be initiated on all disturbed areas within fourteen (14) calendar days of last activity in that area.

The proposed measures for erosion and sedimentation control after construction satisfy the intent of the State and local requirements.

#### C. Other Controls

The Contractor shall at all times take such measures as required to minimize off-site tracking of sediments and debris. Where offsite tracking does occur, the Contractor shall promptly remove any such material or debris.

The Contractor shall comply with all Federal, State, and local regulations regarding the collection, storage, and disposal of solid, sanitary, septic, or hazardous waste materials.

The Contractor shall designate a maintenance area for his equipment and shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) regarding the storage, treatment, or disposal of any hazardous materials utilized on the construction site or construction staging areas. In the event of a spill of oil, fuel, or other hazardous material, the Contractor shall notify the appropriate agencies and shall immediately take action to control, contain, and clean up the spill. The Contractor is responsible for all costs, permits, fines, or penalties associated with any spill and shall submit to the Owner copies of any associated paperwork. Should the Contractor delay in spill cleanup, the Owner reserves the right to have the cleanup performed by a licensed disposal contractor at the Contractor's expense.

#### Indemnification:

The Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or resulting from non-compliance with this section or the Storm Water Pollution Prevention Plan (SWPPP).

#### Other Permits

No other discharge permits exist for this site.

### III. Maintenance

The Contractor shall protect erosion and sediment control devices from damage and shall repair and replace dikes, erosion checks, sediment traps, silt fences, and overflow outlets when damaged by construction, natural, and other physical causes. All soil erosion and sediment control devices shall function as originally intended.

All stock piled soil shall be surrounded by a straw bale dike, silt fence, or equivalent to properly control sediment runoff. Temporary seeding, permanent seeding, mulching or sod stabilization procedures, or their equivalent, must be initiated on all disturbed areas within fourteen (14) calendar days of last activity in that area.

Stabilized Construction Entrances shall be top-dressed with additional stone as necessary to maintain their effectiveness. The Contractor will at all times take such measures as required to minimize off-site tracking of sediments and debris. Where offsite tracking does occur, the Contractor shall promptly remove any such material or debris.

Accumulated sediment shall be removed and disposed of as required to keep the control measure functional. Excess accumulation of sediment at erosion control devices will not be permitted.

Inspection services provided by the owner or owner's representatives do not relieve the Contractor's responsibility for inspection and maintenance of the erosion control measures or his duty to comply with this plan and the conditions of the NPDES General Permit.

#### **IV. Inspections**

The site will be inspected by a qualified representative of the CONTRACTOR at least once every seven calendar days and within 24 hours of the end of a rainfall event of 0.5 inches or greater. Where sites have been finally stabilized, inspection will be conducted at least once every month until a Notice of Termination (NOT) is filed for this project.

The inspections shall be for evidence of or the potential for pollutants entering the drainage system. In particular, inspection should be made of disturbed areas, storage areas, discharge locations, erosion and sediment control measures, and points of entrance and exit to the site. The inspector shall indicate in his report if rainfall has occurred since the last inspection. When possible, the date and volume of rainfall should also be recorded.

A written inspection report will be kept and filed with this plan. Any modifications or revisions to the plan based on results of the inspections shall be made for timely implementation of any changes within seven days of the inspection. Reports shall identify any incidents of non-compliance with the SWPPP and the General Permit and actions taken to ensure compliance.

#### **V. Non-Storm Water Discharges**

There are no anticipated non-storm water discharges, other than waterline flushings, from this site.

#### **VI. Notice Of Intent (NOI)**

For this project, the contractor shall file a Notice Of Intent (NOI) with the EPA. A copy of the NOI submitted for this project will be posted at the construction site in a prominent place for public viewing. Copies are also included in the Appendix of this document.

Under no circumstances will any construction activities identified as potential pollutant sources commence on this contract until 48 hours after submittal of the NOI.

#### **VII. Certification of Contractors**

Each contractor identified above shall provide the Owner with a list of their subcontractors. This list shall also identify the responsibilities of the subcontractor with regard to the implementation of and compliance with this plan and the NPDES Storm Water Discharge Permit. This list shall be kept in the Appendix.

Each contractor and subcontractor performing work which will have an impact on the pollution potential of this project shall be identified herein. Subcontractor information will be provided by the general contractor.

It is the responsibility of the General Contractor to obtain certification forms from his subcontractors prior to any work being performed by said subcontractor on this project. A brief description of the work to be performed will be included with the certification. Certification by the subcontractors does not relieve the Contractor's responsibility for inspection and maintenance of the erosion control measures or his duty to comply with this plan and the conditions of the General Permit. The signed certification forms will be submitted to the owner and will be included as part of this plan (File in the Appendix).

An example certification form is given in the Appendix. Copies of this form may be used.

### **VIII. Notice of Termination**

A Notice Of Termination (NOT) may be filed for each co-permittee after the portion of work for which said co-permittee is responsible is finally stabilized and accepted by the Owner and the Town of Addison (where applicable). The Contractor shall not file an NOT without the prior approval and acceptance of the work by the owner and the Town of Addison. A copy of any NOT's filed in association with this project shall be submitted to the owner and filed with this plan.

### **IX. Maintenance of Records**

This plan and the records required herein will be kept by the owner for a minimum period of three (3) years following the date of final stabilization in accordance with the requirements of the General Permit.

### **X. Posting of permit documents**

A copy of any Notice Of Intent (NOI) forms submitted for this project will be posted, along with a project description, in accordance with the NPDES General Permit requirements and regulations. Posting can be on the job-site bulletin board or work trailer. Copies of these forms are also contained in this document.

### **XI. Plan Revisions/Modifications**

This plan shall be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the United States and which has not otherwise been addressed in the plan or if the plan proves to be ineffective in eliminating or significantly minimizing pollutants or in otherwise achieving the general objectives of controlling pollutants in storm water discharges from the site.

A record shall be kept of any revisions/modifications identifying the reason for the change, the date made, the date implemented, and the section revised. This record will be filed in the Appendix of this document.

## **GLOSSARY:**

**NOTE:** This glossary is to assist in defining the terms and practices used in this plan. Should contract documents conflict with the minimum requirements of the EPA General Permit, the more stringent of the two shall apply.

### **Erosion and Sediment Controls:**

Structural controls include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Non-structural controls include waste disposal, control of off-site vehicle tracking, and compliance with State and/or local solid, sanitary or septic waste disposal regulations.

For common drainage areas > 10 disturbed acres, a sediment basin with a volume of 3,600 cubic feet per acre drained, or equivalent control measures, shall be provided until final stabilization of the site. Where a basin is not attainable, smaller basins and/or sediment traps should be used.

At a minimum, silt fences or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

These minimum controls shall also apply to drainage locations serving < 10 acres unless a sediment basin with a storage volume of 3,600 cubic feet per acre drained is provided.

### **Stabilization Measures:**

Stabilization practices may include temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures.

Stabilization measures will be initiated as soon as practicable where construction activities have temporarily or permanently ceased. The measures will be initiated no more than 14 days after activity has temporarily or permanently ceased except where construction activity will resume on that portion of the site within 21 days or initiation of stabilization measures is precluded by snow or seasonal arid conditions. Arid conditions may occur in areas where the average rainfall is less than 20 inches.

### **Storm Water Management:**

Practices include wet ponds, retention structures, flow attenuation using vegetated swales and natural depressions, infiltration and sequential systems using one or more of these practices.

## **APPENDIX**

This appendix contains:

- Inspection forms and reports
- Notice of Intent Forms (copies)
- Certification of Contractors (forms)
- Notice of Termination Forms (copies)
- Record of major soil disturbing activities
- Record of Revisions/Modifications

**Storm Water Pollution Prevention Plan**

**CONTRACTOR CERTIFICATION**

Construction Site: MORRIS AVENUE EXTENSION

Addison, Texas 75001

Latitude: 32°57'00"; Longitude: 96°50'00"

*(As identified in the Storm Water Pollution Prevention Plan and NOI.)*

The Storm Water Pollution Prevention Plan (SWPPP) for the referenced project identifies each pollution prevention measure and the contractor(s) responsible for the implementation and maintenance of the measure.

All contractors and subcontractors shall be identified in the SWPPP and must sign a copy of the certification statement given below before conducting any professional service at the site identified in the SWPPP.

Contractor information:  
(Name, address, telephone no.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of responsibilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."**

\_\_\_\_\_  
*Contractor's Signature*

\_\_\_\_\_  
*Date*

Name of Prime Contractor: \_\_\_\_\_  
(if applicable)

This certification is to be filed in the Storm Water Pollution Prevention Plan. Do not submit to EPA.

**Storm Water Pollution Prevention Plan**

**CONTRACTOR CERTIFICATION**

Construction Site: MORRIS AVENUE EXTENSION

Addison, Texas 75001

Latitude: 32°57'00" Longitude: 96°50'00"

*(As identified in the Storm Water Pollution Prevention Plan and NOI.)*

The Storm Water Pollution Prevention Plan (SWPPP) for the referenced project identifies each pollution prevention measure and the contractor(s) responsible for the implementation and maintenance of the measure.

All contractors and subcontractors shall be identified in the SWPPP and must sign a copy of the certification statement given below before conducting any professional service at the site identified in the SWPPP.

Contractor information:  
(Name, address, telephone no.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of responsibilities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."**

\_\_\_\_\_  
*Contractor's Signature*                      *Date*

Name of Prime Contractor: \_\_\_\_\_  
(if applicable)

This certification is to be filed in the Storm Water Pollution Prevention Plan. Do not submit to EPA.





**EROSION CONTROL & POLLUTION PREVENTION INSPECTION REPORT**

Project: MORRIS AVENUE EXTENSION

Huitt-Zollars Project No.: 01-1822-50

Date: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm

Has rainfall occurred since the last inspection?  Yes  No ; If yes, Volume = \_\_\_\_\_ inches

This inspection indicates compliance or noncompliance with the Storm Water Pollution Prevention Plan for this project and identifies evidence of or the potential for pollutants entering the drainage system or waters of the United States. Inspection is to be made of disturbed areas, storage areas, discharge locations, erosion & sediment control measures, and points of entrance and exit to the site.

Is this project in compliance with the SWPPP?  Yes  No

If No, has a copy of this report been given to the Contractor requesting corrective actions?  Yes  No

Summary of Inspection: (Include observations of any evidence of non-compliance or of pollutant sources not identified in the plan. Attach additional sheets if necessary.)

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Summary of Corrective Actions Requested: (Attach additional sheets if necessary.)

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Will the results of this inspection require modification of the SWPPP?  Yes  No

\_\_\_\_\_  
*Inspector's Signature*

\_\_\_\_\_  
*Date*









## VIII. BRICK PAVER INSTALLATIONS IN VEHICULAR AREA

## BRICK PAVER INSTALLATION IN VEHICULAR AREAS

### PART 1 - GENERAL

#### 1.01 Conformity

Conform to the requirements of the general conditions of the contract.

#### 1.02 Work Included

1. Supply and place bituminous setting bed.
2. Supply and install brick pavers in quality, shape, thickness and color as specified.
3. Supply and place all accessory items as required by the contract.

#### 1.03 Product Handling

Brick pavers shall be delivered and unloaded at jobsite on pallets and bound in such a manner that no damage occurs to the product during handling, hauling and unloading.

#### 1.04 Project Conditions

Environmental requirements: Ambient and surface temperatures:  
Minimum 35 degrees F for minimum 48 hours prior to and during construction.

1. Area to receive bituminous base must be dry.

### PART 2 - MATERIALS

2.01 Asphalt adhesive will consist of 2 percent neoprene (grade WM), oxidized asphalt 80 penetration.

2.02 Joint and filler to be pigmented Portland Cement (ASTM C-50). Sand to conform to ASTM C-33.

#### 2.03 Mixes:

- a. Bituminous Setting Bed: The fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and free from adherent coatings, lumps of clay, alkali salts and organic matter.

It shall be uniformly graded from "coarse" to "fine" and all passing the number 4 sieve and meet the gradation requirements when tested in accordance with the standard method of test for sieve or screen analysis for fine and course aggregates ASTM Designation C-36. The dried fine aggregate shall be combined with hot asphalt and cement, and the mix shall be heated to approximately 300 degrees F at an asphalt plant.



The proportion of materials shall be seven (7) percent cement and ninety three (93) percent fine aggregate. Each ton shall be apportioned by weight in the approximate ratio, 45 pounds (lbs.) asphalt to 855 pounds (lbs.) sand.

- b. Neoprene: Modified Asphalt Adhesive: Consist of two (2) percent neoprene (grade WM) oxidized asphalt with a 55 degree softening point. (80 penetration) and ten (10) percent long fibers.

Solids (Base)	75 + %
Lbs/Gal	8 - 8.5 lbs.
Solvents	Varsol (over 100 F flash)
Base	(2% neoprene, 0% fibers, 88% asphalt).
Melting Point	ASTM D-36 - 22 f Min.
Penetration	77 F 100 gram load 5 second (.1mm) 23-27
Ductility	ASTM D-3-44 @ 25 5 cms/per minute - .125 cm minimum

**PART 3 - EXECUTION**

3.01 Examine surfaces to receive Bituminous setting bed to assure that:

- a. Surfaces are free from structural defects.
- b. Elevation is such that when setting bed and brick paver are placed, the top surface of the pavers will be the required finished grade.
- c. Paver surface shall be completed to established elevations without ridges, voids, or other obstructions that would interfere with installation of brick pavers or asphalt.

3.02 Edge Restraint:

- a. Vehicular Paver: Pavers in vehicular areas will be restrained in all directions by the depression in street pavement provided by the paving contractor per details on plans, requiring no special work when pavers are installed.
- b. Check all restraint systems for proper location and elevation per plans and specifications.

3.03 Preparation:

- a. Prime concrete slab with rapid curing cut back asphalt (m-81), at a rate of .1 gal/square yard.

3.04 Application:

- a. To install the setting bed over the base, place 3/4 inch deep control bars directly over the base. If grades must be adjusted, set wood chocks under depth control bars to proper grade.

Set two bars parallel to other, approximately eleven (11) feet apart to serve as guides for the striking board (2 foot long, 2 inch by 6 inch board). The depth control bars must be set carefully, to bring the pavers, when laid, to proper grade.

Place some bituminous bed between the parallel depth control bars. Pull this bed with the striking board over these bars several times. After each passage, low porous spots must be showered with fresh bituminous material to produce smooth, firm and even setting bed. As soon as this initial panel is completed, advance the first bar to the next position in readiness for striking the next panel. Carefully fill any depressions that remain after removing the depth control bars and wood chocks. The setting bed shall be rolled while hot with a power roller to nominal depth of 3/4 inch for vehicular areas.

The elevation will be adjusted so that when the brick pavers are placed, the top surface of the pavers will be required finished grade.

- b. A coating of two (2) percent neoprene - modified asphalt adhesive shall be applied by mopping or squeezing or toweling over the top surface of the bituminous setting bed so as to provide a bond under the pavers. If it is troweled, the trowel shall be serrated with serrations not to exceed one-sixteenth (1/16) of an inch.
- c. Installation of brick pavers shall begin when the modified asphalt adhesive is dry to the touch, carefully place pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept, and the pattern shall be that shown on the drawings.
- d. If additional leveling of the pavers is required, and before sweeping in joint filler, roll with a power roller after sufficient heat has built up in the surface of the brick from several days of hot weather.
- e. Joint Treatment: Hand tight joints (shall read from 0 inch to maximum 1/4 inch).

Sweep a dry mixture of one part colored portland cement to match color of brick pavers and three parts sand until joints are completely filled. Fog lightly with water. Cement stains that remain shall be cleaned with a 10 percent solution of muriatic acid or mortar cleaner.

### 3.05 Protection

- a. Newly laid pavers must be protected at all times by panels of plywood on which the installer stands. These panels of plywood can be advanced as work progresses. However, the plywood protection must be kept in areas which will be subjected to continued movements of materials and equipment. These precautions must be taken in order to avoid depressions and protect paver alignment.

\*\*\*END OF SECTION\*\*\*



## Standard Specification for Heavy Vehicular Paving Brick<sup>1</sup>

This standard is issued under the fixed designation C 1272; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

### 1. Scope

1.1 This specification covers brick intended for use as a paving material in areas with a high volume of heavy vehicular traffic. The units are designed for use in such places as streets, commercial driveways, and aircraft taxiways. These units are not intended for applications covered by Specifications C 410 or C 902.

1.2 Units are manufactured from clay, shale, or similar naturally occurring earthy substances and subjected to a heat treatment at elevated temperatures (firing). The heat treatment must develop sufficient fired bond between the particulate constituents to provide the strength and durability requirements of this specification (see firing, fired bond, and incipient fusion in Terminology C 43).

1.3 Brick may be shaped during manufacture by extruding, molding, or pressing. Brick may have spacing lugs, chamfered edges, or both.

1.4 The values stated in inch-pound units are to be regarded as the standard. The values given in parentheses are for information only.

### 2. Referenced Documents

#### 2.1 ASTM Standards:

- C 43 Terminology of Structural Clay Products<sup>2</sup>
- C 67 Test Methods for Sampling and Testing Brick and Structural Clay Tile<sup>2</sup>
- C 88 Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate<sup>3</sup>
- C 410 Specification for Industrial Floor Brick<sup>2</sup>
- C 418 Test Method for Abrasion Resistance of Concrete by Sandblasting<sup>3</sup>
- C 902 Specification for Pedestrian and Light Traffic Paving Brick<sup>2</sup>
- E 303 Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester<sup>4</sup>

### 3. Terminology

3.1 *Definitions*—Terms used in this specification are defined in Terminology C 43.

### 4. Classification

4.1 *Types*—Heavy vehicular paving brick are classified by type according to their intended installation:

4.1.1 *Type R*—Brick intended to be set in a mortar setting bed supported by an adequate concrete base; or an asphalt setting bed supported by an adequate asphalt or concrete base.

4.1.2 *Type F*—Brick intended to be set in a sand setting bed, with sand joints, and supported by an adequate base.

4.2 *Applications*—Heavy vehicular paving brick are classified by application according to their dimensional tolerances, distortion, and extent of chips.

4.2.1 *Application PS*—Pavers intended for general use.

4.2.2 *Application PX*—Pavers intended for use where dimensional tolerances, warpage, and chippage are limited.

4.2.3 *Application PA*—Pavers intended to produce characteristic architectural effects resulting from nonuniformity in size, color, and texture.

### 5. Physical Requirements

5.1 *Durability*—The brick shall conform to the physical requirements for the type specified as prescribed in Table 1.

5.1.1 *Freezing and Thawing Alternate*—The cold water absorption requirements specified in 5.1 shall not be required provided a sample of five brick, meeting all other requirements, passes the 50 cycle freezing-and-thawing test in Test Methods C 67 with not greater than 0.5 % loss in dry weight of any individual unit.

NOTE 1—The provisions of 5.1.1 are specified only as an alternative when the sample does not conform to the requirements for cold water absorption prescribed in Table 1.

5.1.2 *Sulfate Soundness Test Alternate*—The cold water absorption requirements specified in 5.1 shall not be required if a representative sample of five brick survives 15 cycles of the sulfate soundness test in accordance with Sections 4, 5, and 8 of Test Method C 88 with no visible damage.

NOTE 2—The sulfate soundness test is an optional substitute test for the freezing-and-thawing test (5.1.1).

5.2 *Performance*—If information on the performance over time of similar units in a similar application with similar exposure and traffic is furnished by the manufacturer or the manufacturer's agent and is found acceptable to the specifier of the pavement material or the specifier's agent, the physical requirements in 5.1 or the size requirements in 7.2 shall not be required.

5.3 *Abrasion Resistance*—Each individual brick tested shall meet the requirements of either the Abrasion Index column or the Volume Abrasion Loss column of Table 2.

5.3.1 *Abrasion Index*—The abrasion index is calculated from the cold absorption in percent and the compressive strength in pounds per square inch as follows:

<sup>1</sup> This specification is under the jurisdiction of ASTM Committee C-15 on Manufactured Masonry Units and is the direct responsibility of Subcommittee C15.02 on Clay Brick and Structural Clay Tile.

Current edition approved June 15, 1994. Published August 1994.

<sup>2</sup> Annual Book of ASTM Standards, Vol 04.05.

<sup>3</sup> Annual Book of ASTM Standards, Vol 04.02.

<sup>4</sup> Annual Book of ASTM Standards, Vol 04.03.

TABLE 1 Physical Requirements

Type	Minimum Compressive Strength, Gross Area, psi (MPa)		Minimum Modulus of Rupture, psi (MPa)		Maximum Cold Water Absorption, %	
	Avg. of 5 Brick	Individual	Avg. of 5 Brick	Individual	Avg. of 5 Brick	Individual
R	8 000 (55.2)	7 000 (48.3)	1 200 (8.3)	1 000 (6.9)	6	7
F	10 000 (69.0)	8 800 (60.7)	1 500 (10.3)	1 275 (8.8)	6	7

TABLE 2 Abrasion Requirements<sup>A</sup>

Type	Abrasion Index, max	Volume Abrasion Loss, max, cm <sup>3</sup> /cm <sup>2</sup>
R and F	0.11	1.7

<sup>A</sup> See Sections 5.3.1 and 5.3.2 for additional information.

$$\text{abrasion index} = \frac{100 \times \text{absorption}}{\text{compressive strength}}$$

5.3.1.1 The compressive strength shall be determined on half-brick, which are the full height (no less than 2 1/4 in. (57 mm)) and width of the unit, and with a length equal to one half the full length of the unit ( $\pm 1/4$  in. ( $\pm 6$  mm)) for each dimension). For abrasion index testing purposes, the brick shall be without core holes, frogs or other perforations. Other shaped specimens may be used provided that a correlation is established with the results of the specified shape and the results are converted to be equivalent to those that would be obtained with the specified shape.

5.3.1.2 In those cases where the height requirements for determining compressive strength cannot be met, the abrasion resistance should be determined according to the volume abrasion loss method.

5.3.2 *Volume Abrasion Loss*—The volume abrasion loss should be determined in accordance with Test Method C 418, with the following changes in procedure:

5.3.2.1 The sand shall be a natural silica sand from Ottawa, IL, graded to pass a No. 50 (300- $\mu$ m) sieve and retained on a No. 100 (150- $\mu$ m) sieve.

5.3.2.2 The test shall be run on dry brick.

5.3.2.3 The duration of the test shall be 2 min.

5.3.2.4 The rate of sand flow shall be 400 g/min.

5.3.2.5 The volume loss shall be determined by filling the abraded depression with modeling clay, striking off level with the original surface of the brick, and removing and weighing the modeling clay. The volume loss shall be calculated from the bulk density of the modeling clay. The bulk density should be determined on each lot of modeling clay. An alternative method of determining the weight of clay used in filling the sandblast cavity is to determine the weight of the modeling clay sample before and after filling the cavity.

5.4 *Skid Resistance*—When specified, the units shall be tested for skid resistance in accordance with Test Method E 303.

5.5 *Coring*—The brick shall be without core holes or other perforations.

5.6 *Chips or Cracks*—The brick shall be free of chips or cracks larger than those listed in this specification that would significantly impair the performance of the system.

## 6. Efflorescence

6.1 When specified, the units shall be tested for efflorescence in accordance with Test Methods C 67. The units shall be sampled at the place of manufacture.

## 7. Dimensions and Permissible Variations

7.1 The size of the brick shall be as specified by the purchaser.

7.2 The minimum thickness of the unit shall depend upon the classification:

7.2.1 *Type R*—2 1/4 in. (57.2 mm).

7.2.2 *Type F*—2 5/8 in. (66.7 mm).

7.3 When chamfers are specified by the purchaser, the dimensions required in 7.2 are exclusive of chamfers. When lugs are specified by the purchaser, the size of the brick and its associated dimensional tolerances shall include the lugs. The lugs shall project no greater than 1/8 in. (3.2 mm), unless otherwise specified.

7.4 In the sample of units, no unit shall depart from the specified size by more than the individual tolerance for the application specified as prescribed in Table 3. Type F paving brick shall conform to Application PX only.

7.5 Tolerances for distortion or warpage of surfaces or edges intended to be exposed in use from a plane surface and from a straight line, respectively, shall not exceed the maximum for the application specified as prescribed in Table 4. Type F paving brick shall conform to Application PX only.

## 8. Visual Inspection

8.1 Other than chips, the brick shall be free of cracks or other imperfections detracting from the appearance of a designated sample when viewed from a distance of 20 ft (6 m).

8.2 The parts of the brick that will be exposed in place

TABLE 3 Tolerances on Dimensions

Dimension, in. (mm)	Permissible Variation, max. $\pm$ in. ( $\pm$ mm)		
	Application PS	Application PX	Application PA
3 (76) and under	1/8 (3.2)	1/16 (1.6)	no limit
Over 3 to 5 (76 to 127)	3/16 (4.7)	1/8 (2.4)	no limit
Over 5 to 8 (127 to 203)	1/4 (6.4)	1/8 (3.2)	no limit

TABLE 4 Tolerances on Distortion

Specified Dimension, in. (mm)	Permissible Distortion, max. in. (mm)		
	Application PS	Application PX	Application PA
8 (203) and under	3/32 (2.4)	1/16 (1.6)	no limit
Over 8 (203) to 12 (305)	1/8 (3.2)	3/32 (2.4)	no limit
Over 12 (305) to 16 (406)	1/4 (4.0)	1/8 (3.2)	no limit

TABLE 5 Maximum Permissible Extent of Chippage from Edges and Corners

Application	Chippage, in. (mm) in from	
	Edge	Corner
PS and PX	1/16 (7.9)	1/8 (12.7)
PA	no limit	no limit

all be free of chips that exceed the limits given in Table 5. The cumulative length of chips on the exposed face of a single unit shall not exceed 10 % of the perimeter of the exposed face of the brick.

8.3 Unless otherwise agreed upon in writing by the purchaser and the seller, a delivery shall contain not more

than 5 % brick that do not meet the combined requirements of Tables 3, 4, and 5, including broken brick.

## 9. Keywords

9.1 brick; fired masonry units; pavement surfaces

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*This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, 1916 Race St., Philadelphia, PA 19103.*

## IX. MISCELLANEOUS DETAILS

TOWN OF ADDISON  
TESTING REQUIREMENTS

Trench Safety

Engineered trench safety plans required

Sanitary Sewer

Air test, 4 psi - no loss

Pipe size	Time
six inches	four minutes
eight inches	six minutes
ten inches	eight minutes

Mandrell - 5 $\frac{3}{8}$  maximum deflection

TV Tape - VES format

Water

Hydrostatic - 200 psi for four hours

Maximum allowable loss =  $\frac{\text{Diameter pipe} \times 25 \times \text{length}}{8} \div 5280$

Coliform test

Storm Sewer

Visual only

Trench Compaction

Test every three hundred feet of trench/lift (8" loose) to 95 $\frac{3}{8}$  compaction, 0 to 3 $\frac{3}{8}$  moisture (OPTIMUM)

Street Compaction

Three tests every two thousand square yards of base area

Two tests every subgrade materials change minimum

Concrete

Batch design required and approved by Town

Three cylinders per one hundred cubic yards (3,000 psi in twenty-eight days)

Pours of less than one hundred cubic yards may require cylinders - at direction of Inspector

Slump testing and air entrainment at direction of Inspector

Cores to verify depth - three per two thousand square yards

Sealant

Design approved by The Town of Addison

As Builts

Must be diked

Must be sealed

Must state "as built" or "record set"

Must be dimensioned

August 16, 1991

**Sample sign.**



Substrate shall be flat blade (non-extruded) .080 aluminum. Lettering is five (5) inch F.H.W.A. series "B" upper and lower case. Suffix and numbering is two and one-half (2 1/2) inch F.H.W.A. series "B" upper and lower case. Background shall be 3-M High Intensity Blue. All lettering and numbers shall be 3-M High Intensity White. Length of sign shall be proportionate to length of street name.

Signs shall be mounted on Unistrut-Telespar. Pole shall be one and three-quarter (1 3/4) inches square by twelve (12) feet in length. Pole base shall be constructed of Unistrut-Telespar. Pole base is two (2) inches square by thirty six (36) inches long and reinforced by a sleeve two and one-quarter (2 1/4) inches square by eighteen (18) inches long. All Unistrut-Telespar pole and base assemblies are composed of 12 ga. galvanized steel. Regulatory and warning signs shall be mounted with the bottom of the signs at a minimum height of seven (7) feet and shall be mounted using Unistrut-Telespar drive rivets.

Street name signs shall be mounted using Unistrut-Telespar sign mounting cap (Unistrut Part Number 850FL175C) and, where applicable, mounting cross street names shall be mounted with a cross piece (Unistrut Part Number 850FL90X).

No borders of any kind are used.



Approved by  
Council  
5/28/02

JLW

DATE SUBMITTED: May 15, 2002  
FOR COUNCIL MEETING: May 28, 2002

**Council Agenda Item:** \_\_\_\_\_

**SUMMARY:**

This item is to request Council approval to enter into a Master Interlocal Agreement with the County of Dallas, Texas for Transportation Improvements on roads that are on the Central Texas Council of Government's Regional Thoroughfare Plan.

**FINANCIAL IMPACT:**

Approval of the Master Interlocal Agreement will allow the Town to receive certain grants from Dallas County through their Capital Improvement Program.

**BACKGROUND:**

In Fiscal Year 2000, the Dallas County Commissioners Court replaced its traditional bond financing approach to funding infrastructure improvements with a programmed Major Capital Improvement Program. This Program is implemented by issuing an annual countywide call for projects to identify and fund needed roadway improvements within the County, with local governments submitting candidate projects for potential selection and funding. The Town of Addison submitted a total of six projects.

Pursuant to Court Order 2000-2117, dated October 17, 2000, Dallas County Commissioners Court approved certain projects for inclusion in Program Years 2004, 2005, and 2006 of the Transportation Major Capital Improvement Program. County funding for a portion of construction of the following roadway related improvements in the Town of Addison was established, as listed below:

<u>Project</u>	<u>Amount</u>
Arapaho Road, Phase III (Addison Rd. to Surveyor Blvd.)	\$1,432,812
Midway Rd. Signal Improvements (Spring Valley Rd. to Dooley)	196,000

Funds for Midway Rd. and Arapaho Rd. are available to the Town of Addison in Fiscal Years 2005 & 2007, respectively. The remaining cost for Midway Road signal upgrade will be funded from Street Capital Project funds. The remaining cost of construction of the third phase of Arapaho Rd. will be funded from the Town's General Obligation Bond Program.

A Master Agreement (copy attached) was prepared between the Town of Addison and Dallas County, which provides the basis for cost participation of the approved roadway improvements. This agreement also establishes design, utility relocation, and construction responsibilities of each party. Subsequent to approval of the Master Agreement by the Town and Dallas County Commissioners Court, a Supplemental Agreement for each project will be submitted to each party for approval that will set project specific design guidelines for each project.

**RECOMMENDATION:**

Staff recommends Council authorize the City Manager to enter into a Master Agreement with the County of Dallas, Texas, for Transportation Improvements on roads that are on the North Central Texas Council of Governments Regional Thoroughfare Plan.

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 (90) 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 (30) 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 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, 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 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 therefore 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





www.same.org/dallas

9/20/01

Don Holzworth:

We need to supervise util. relocations to make sure they get in the right place & right depth.

County has partnered with utilities: SWB, TRU, AT&T  
Have met with them for understanding.

Early & Continuous Utility Involvement needed.

David Dubala:

Designer req'd to schedule util relocation as part of overall project schedule. Many utilities don't relocate until another one does. Domino approach.

Proposing joint SUE with utilities  
Using electronic plan distribution  
25M Umbrella insurance coverage req'd.  
5 year warranty req'd.

Allow temp patches for 14 day max

David May, TX DOT

Are using SUE during detailed design phase  
Don't allow small patches - must replace from joint to joint.

Some ROW corridors are full.  
"Brokering" of conduit not allowed.

Now, many SUE, Level D & E EARLY ON  
Promoting GPS to create as-builts

Eduardo - Beginning to use SUE, level B in all corridors, level A where appropriate

Mark Bouma - Try to head off problems that develop during the planning and design process.  
Due to time pressure, some utility relocation is put on the contractor. OK for water &

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Sewer but gas, telicommo are not familiar to contractors. Has Pros & Cons.

- |                                                                                                                                                |                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Pros</b></p> <ul style="list-style-type: none"> <li>• word-one party</li> <li>• Reduced interruptions</li> <li>• cost Savings</li> </ul> | <p><b>Cons</b></p> <ul style="list-style-type: none"> <li>• more time needed</li> <li>• change orders</li> <li>• Lack of expertise</li> </ul> |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|

- Considering creating a fiber optic corridor
- Lessons - utility plans NO
- Inspect Relocations
  - Relocate before const starts
  - contractor always wants to work when utilities have not been cleared
- Insights - use utility corridor mgt
- GIS tracking
  - Provide survey staking for reliability relocations
  - communication & partnering / scheduling
  - Keep your own records

Bob Johnson, ~~Texas~~ Dallas Water Utilities  
 all parties sign a partnering agreement  
 (has no legal status)

USACOE -  
 "Geospatial Data" Umbrella term  
 for GIS, ~~GPS~~ GPS, remote Sensing & CADD

HAVE A PRE PROPOSAL MEETING  
 ARE WE USING LOCATOR WIRE ON WATER PROJECT  
 FIELD CHECK ARAPAHO PHASE II

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November							November								
			1	2	3					1	2				
4	5	6	7	8	9	10	3	4	5	6	7	8	9		
11	12	13	14	15	16	17	10	11	12	13	14	15	16		
18	19	20	21	22	23	24	17	18	19	20	21	22	23		
25	26	27	28	29	30		24	25	26	27	28	29	30		
December							December								
						1									
2	3	4	5	6	7	8	1	2	3	4	5	6	7		
9	10	11	12	13	14	15	8	9	10	11	12	13	14		
16	17	18	19	20	21	22	15	16	17	18	19	20	21		
23	24	25	26	27	28	29	22	23	24	25	26	27	28		
30	31						29	30	31						