DALLAS COUNTY CAPITAL IMPROVEMENT PROJECTS

LETTER OF TRANSMITTAL

TOWN OF ADDISON

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001
Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE 11-27-02	JOB NO.
ATTENTION	
RE: Supplemental Agreement	

TO Alberta Blair-Robinson
Dallas Co. D.P.W.

GENTLEMAN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Resolution No R02-118 Authorizing Supplemental Agreement
4			Supplemental Agreements Signed by the Town

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐ _____

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

REMARKS Please return at least one original for our files

COPY TO Steve Chutchian

SIGNED: J. Pierce

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

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R02-118

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MASTOR INTERLOCAL AGREEMENT WITH DALLAS COUNTY GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON ARAPAHO ROAD.

WHEREAS, on July 30, 2002, the Town of Addison and the County of Dallas entered into a Master Interlocal Agreement for Transportation Improvements which allows the Town to receive certain grants from Dallas County through its Capital Improvements Program; and,

WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and,

WHEREAS, transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard have been approved by the Town and approved by the Commissioners Court of the County for inclusion in its Transportation Major Capital Improvements Program; now, therefore,

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with the County of Dallas, Texas for the purpose of transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard.

SECTION 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken Dippel, City Attorney

#R10-1

Passed 11/26/02

Council Agenda Item: #R10

SUMMARY:

This item is to request Council approval to enter into a Supplemental Agreement to the Master Interlocal Agreement with Dallas County governing Transportation Major Capital Improvement Projects for the purpose of Transportation Improvements on Arapaho Road.

FINANCIAL IMPACT:

Approval of the Supplemental Agreement to the Master Interlocal Agreement will allow the Town to receive a grant for improvements on Arapaho Road, in the amount of $1,432.812.00, 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:

Project	Amount
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 the North Central Texas Council of Government's Congestion Mitigation and Air Quality Improvement and Surface Transportation/Metropolitan Mobility Grant Program. 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 was prepared between the Town of Addison and Dallas County, and approved by both parties, which provides the basis for cost participation in the approved roadway improvements. This agreement also established 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 (see attached supplemental agreement) was prepared for the proposed Arapaho Road improvements project, and must be approved by each party. This agreement establishes project specific design guidelines, as well as contractual rights and responsibilities, for the Arapaho Road improvements project (see attached resolution).

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with Dallas County governing Transportation Major Capital Improvement Projects for the purpose of Transportation Improvements on Arapaho Road.

#R10-2

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R_____

A RESOLUTON OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MASTER INTERLOCAL AGREEMENT WITH DALLAS COUNTY GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON ARAPAHO ROAD.

WHEREAS, on July 30, 2002, the Town of Addison and the County of Dallas entered into a Master Interlocal Agreement for Transportation Improvements which allows the Town to receive certain grants from Dallas County through its Capital Improvements Program; and

WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and

WHEREAS, transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard have been approved by the Town and approved by the Commissioners Court of the County for inclusion in its Transportation Major Capital Improvements Program; Now, Therefore,

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

Section 1. That the City Council does hereby authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with the County of Dallas, Texas for the purpose of transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard.

Section 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

_____
Mayor

ATTEST:

_____
Carmen Moran, City Secretary

APROVED AS TO FORM:

_____
Ken C. Dippel, City Attorney

Document #: 1027256

#R10-3

STATE OF TEXAS §

COUNTY OF DALLAS §

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

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

Article I. INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. 2002-1375 dated July 30, 2002 and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

Article II. EFFECTIVE DATE

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

Article III. THE PARTIES COVENANT AND AGREE AS FOLLOWS:

A. CITY shall provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.

B. CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.

C. CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

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

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

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

TOWN OF ADDISON

BY:_____
CITY MANAGER

ATTEST:

BY:_____
CITY SECRETARY

APPROVED AS TO FORM:

City Attorney

COUNTY OF DALLAS

BY:_____
COUNTY JUDGE

APPROVED AS TO FORM:

Janet R. Ferguson
Chief, Civil Section
Dallas County District Attorney's Office

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

Date: April 2002

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

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

ROW WIDTH:
Existing : *N/A*
Proposed : *80' Typ.*

PAVEMENT WIDTH:
Existing: *N/A*

Proposed:. *2 – 22'*

No. of lanes proposed: *4*

PARKWAY:
Proposed Width *varies*

Proposed Sidewalk Width *4' Minimum*

Parkway cross fall slope maximum *2.08%*

GRADE REQUIREMENTS:
Is TC 6" below adjacent ground criteria to be followed? *NO*
Any deep cuts, high fills ? *YES – BRIDGE APPROACHES*

PAVEMENT CROSS FALL
PROPOSED *1/4 in/ft*

MINIMUM *1/8 in/ft*

MAXIMUM *1/4 in/ft*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

VERTICAL GRADE:

MINIMUM *0.5 %*

MAXIMUM *6 %*

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? *N/A*

OFFSET FROM CENTER *N/A*

ON BRAND NEW ALIGNMENT? *YES*

CRASH CUSHIONS / ATTENTUATORS INVOLVED YES _____

NO *X*

RAILROAD CROSSINGS INVOLVED YES *X*

NO _____

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

NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PAVEMENT STRUCTURE

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

BUS AND HEAVY TRUCK TRAFFIC YES X
NO _____

ROADWAY CLASSIFICATION
MINIMUM PAVEMENT STRUCTURE THICKNESS: *8"*

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: *6"*

DESIGN SPEED *45 MPH*

POSTED SPEED *40 MPH*

MEDIANS

MEDIAN WIDTH *15' (F – F)*

ANY MID BLOCK OPENINGS TO CONSIDER? YES *X*
NO _____

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES _____
NO X

STANDARD TURN LANE WIDTH *11'*

STANDARD NOSE WIDTH *5'*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

DRIVEWAYS:

MAXIMIMUM RESIDENTIAL GRADE N/A

MAXIMIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH *26' B-B*

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM *20'*

PAVEMENT THICKNESS *6" - 8"*

COMMERCIAL DRIVEWAY THICKNESS *6"*

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

- TxDOT _____
- CITY *X*
- HYDRO-35 _____
- TP-40 _____

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) *4'*

MINIMUM COVER LATERALS *2'*

BRIDGES/BOX CULVERTS INVOLVED YES *X* NO _____

100 YEAR FLOOD PLAIN CONSIDERATION *1'* FT FREEBOARD

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PERMITS

COE 404 PERMITS NEEDED — YES _____ NO __X__

TNRCC 401 PERMIT — YES _____ NO __X__

CDC PERMIT — YES _____ NO __X__

EIS — YES _____ NO __X__

ADA PERMIT — YES __X__ *(If > $50,000 of pedestrian facilities)* NO _____

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT, DART ETC.? — YES __X__ NO _____

UTILITIES

LIST OF ALL KNOWN UTILITIES
TXU gas and electric
AT&T
Southwestern Bell

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

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

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

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

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

ANY UNUSUAL CONSIDERATIONS ? *NO*

R-O-W ACQUISITION

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

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

ANY NON-CONFORMING ISSUES ? YES _____
NO *X*

R-O-W MAP NEEDED YES *X*
NO _____

FIELD NOTES NEEDED YES *X*
NO _____

R-O-W PLATS NEEDED YES *X*
NO _____

RELOCATION ASSISTANCE INVOLVED YES _____
NO *X*

PARKING/LOSS OF PARKING CONSIDERATIONS YES *X*
NO _____

HISTORICAL SITE CONSIDERATION YES _____
NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

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

AUXILIARY LANES? *NO*

PROVISIONS FOR FUTURE WIDENING? *NO*

LANDSCAPING? *YES*

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? *NO*

STAMPED/COLORED CONCRETE? *YES*

IRRIGATION? *YES.*

BRICK PAVERS? *YES*

STREET LIGHTING? *YES*

TRAFFIC SIGNALS? *Yes*

PAVEMENT MARKINGS? *Yes.*

BIKE LANES (EXTRA WIDTH)? *No*

NEW SIDEWALKS ? *Yes*

BUS TURNOUTS? *No.*

BUS STOPS OR BUS SHELTERS? *No.*

WATER UTILITY BETTERMENTS?
Minor water line extension.

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

WATER UTILITY RELOC.? *Yes*

SAN. SEWER BETTERMENTS? *NO*

SAN. SEWER RELOC.? *NO*

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

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

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

RR CROSSING IMPROVEMENTS? *Yes*

GRADE SEPARATIONS? *Yes*

RAMPS OR CONNECTORS TO TXDOT FACILITIES? *NO*

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

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

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

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES *X* NO ____

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES *N/A* NO ____

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

NEIGHBORHOOD MEETING, REQUIRED YES *N/A* NO _____

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

CONSTRUCTIBILITY REPORT

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

ATTACHMENT B

RESOLUTION NO. R99-039

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

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

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

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

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

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

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

ATTACHMENT B

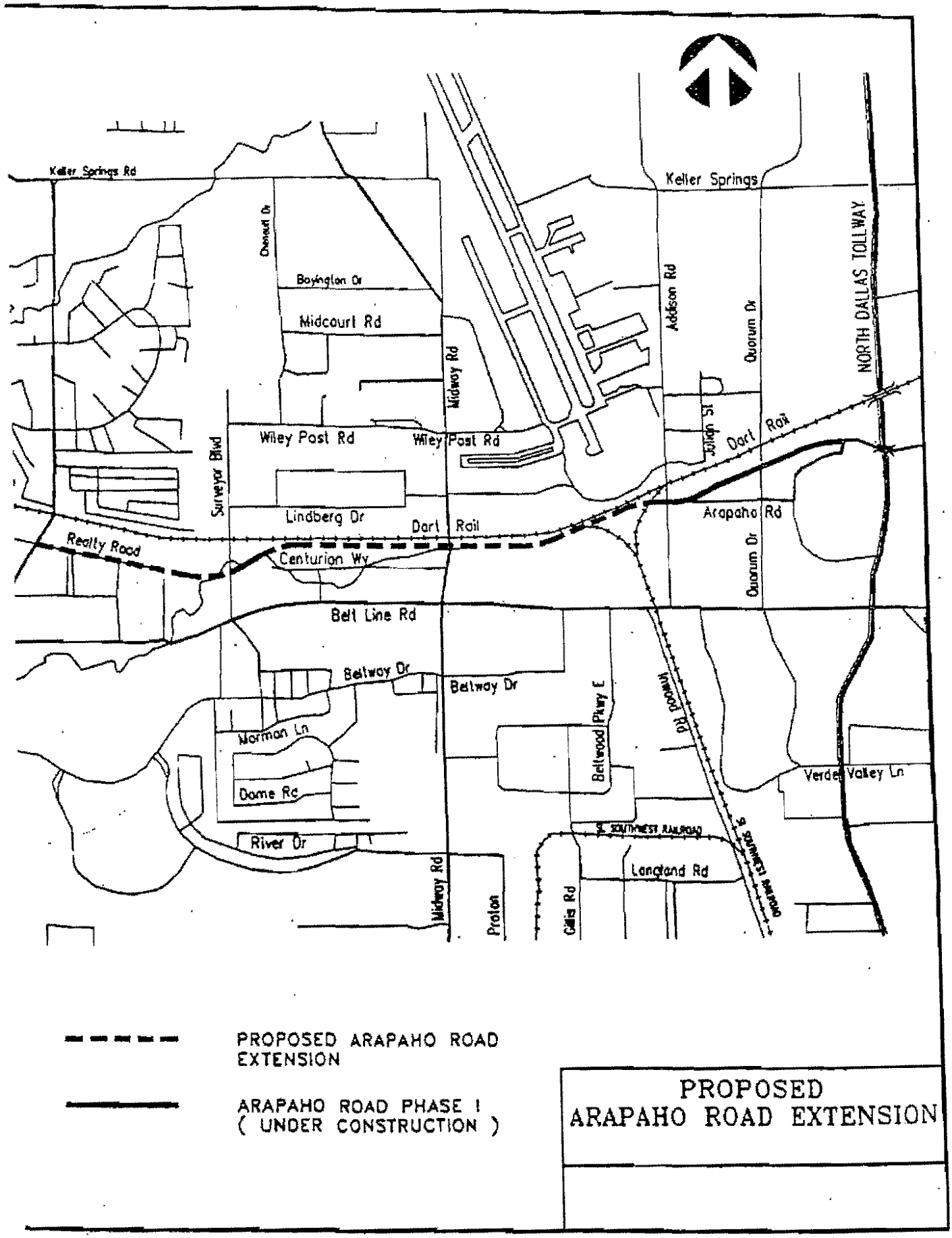
DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 27th day of April, 1999.

Mayor

ATTEST:

City Secretary

ATTACHMENT B



PROPOSED ARAPAHO ROAD EXTENSION

ARAPAHO ROAD PHASE I
(UNDER CONSTRUCTION)

PROPOSED
ARAPAHO ROAD EXTENSION

DALLAS COUNTY
PUBLIC WORKS

December 26, 2002

Mr. Michael Murphy, P.E.
Director of Public Works
City of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Arapaho Road MCIP Project No. 10302
(Addison Road to Surveyor Boulevard)
Transmittal of Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

Dear Mr. Murphy:

Enclosed please find one (1) original of the referenced Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects for the referenced project, plus a copy of Court Order No. 2002-2295, dated December 17, 2002 for your records and use..

If you have any questions or comments, please do not hesitate to contact this office at 214-653-7151.

Sincerely,

David McSwain, P.E.
Project Manager

/dlc

Attachment

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

ORDER NO. 2002 2295

COURT ORDER

COUNTY AUDITOR 42
DEC 17 2002
FUNDS AVAILABLE

DATE: DEC 17 2002

STATE OF TEXAS ¶
¶
COUNTY OF DALLAS ¶

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 17th day of December, 2002, on motion made by Mike Cantrell, District 2 and seconded by Jim Jackson, District 1, the following order was adopted:

WHEREAS, the matter set forth below was briefed in Commissioners Court on December 10, 2002; and

WHEREAS, pursuant to Court Order 2000-2117 Dallas County Commissioners Court approved participation in the MCIP with a list of proposed accepted projects attached to the Court Order; and

WHEREAS, pursuant to Court Order No. 2002-1375 dated July 30, 2002, the Town of Addison and Dallas County executed a **MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** which reflected the projects authorized by Court Order 2002-1261 approved on July 9, 2002 which included a project on **Arapaho Road from Addison Road to Surveyor Boulevard;** and

WHEREAS, total projected cost for the project is $14,238,120 for which Dallas County has committed to fund $1,423,812 with the remainder to be funded by the City; and

WHEREAS, the Town of Addison has submitted a **SUPPLEMENTAL AGREMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** for project specific responsibilities for the Arapaho Road Project from Addison Road to Surveyor Boulevard for which is attached for execution by Commissioners Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the County Judge is hereby directed and authorized to execute the **attached SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison for the implementation of the Arapaho Road Project in an amount not to exceed $1,423,812 to be funded from Fund 196, Account 08010, Project 08201.

DONE IN OPEN COURT, this the 17th day of December, 2002.

Margaret Keliher, County Judge

Jim Jackson, District 1

Mike Cantrell, District 2

John Wiley Price, District 3

Kenneth A. Mayfield, District 4

Recommended for Approval:

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

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R02-118

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MASTOR INTERLOCAL AGREEMENT WITH DALLAS COUNTY GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON ARAPAHO ROAD.

WHEREAS, on July 30, 2002, the Town of Addison and the County of Dallas entered into a Master Interlocal Agreement for Transportation Improvements which allows the Town to receive certain grants from Dallas County through its Capital Improvements Program; and,

WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and,

WHEREAS, transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard have been approved by the Town and approved by the Commissioners Court of the County for inclusion in its Transportation Major Capital Improvements Program; now, therefore,

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with the County of Dallas, Texas for the purpose of transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard.

SECTION 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken Dippel, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

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

Article I. INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. 2002-1375 dated July 30, 2002 and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

Article II. EFFECTIVE DATE

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

Article III. THE PARTIES COVENANT AND AGREE AS FOLLOWS:

A. CITY shall provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.

B. CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.

C. CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

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

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

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number 2002-2295 and passed on the 17th day of December, 2002.

TOWN OF ADDISON

BY: _____
CITY MANAGER

COUNTY OF DALLAS

BY: _____
COUNTY JUDGE

ATTEST:

BY: _____
CITY SECRETARY

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO FORM:

_____
Janet R. Ferguson
Chief, Civil Section
Dallas County District Attorney's Office

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

Date: April 2002

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

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

ROW WIDTH:
Existing : *N/A*
Proposed : *80' Typ.*

PAVEMENT WIDTH:
Existing: *N/A*

Proposed: *2 – 22'*

No. of lanes proposed: *4*

PARKWAY:
Proposed Width *varies*

Proposed Sidewalk Width *4' Minimum*

Parkway cross fall slope maximum *2.08%*

GRADE REQUIREMENTS:
Is TC 6" below adjacent ground criteria to be followed? *NO*
Any deep cuts, high fills ? *YES – BRIDGE APPROACHES*

PAVEMENT CROSS FALL
PROPOSED *1/4 in/ft*

MINIMUM *1/8 in/ft*

MAXIMUM *1/4 in/ft*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

VERTICAL GRADE:

MINIMUM *0.5 %*

MAXIMUM *6 %*

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? *N/A*

OFFSET FROM CENTER *N/A*

ON BRAND NEW ALIGNMENT? *YES*

CRASH CUSHIONS / ATTENTUATORS INVOLVED YES _____

NO *X*

RAILROAD CROSSINGS INVOLVED YES *X*

NO _____

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

NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PAVEMENT STRUCTURE

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

BUS AND HEAVY TRUCK TRAFFIC YES X
NO _____

ROADWAY CLASSIFICATION
MINIMUM PAVEMENT STRUCTURE THICKNESS: *8"*

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: *6"*

DESIGN SPEED *45 MPH*

POSTED SPEED *40 MPH*

MEDIANS

MEDIAN WIDTH *15' (F – F)*

ANY MID BLOCK OPENINGS TO CONSIDER? YES *X*
NO _____

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES_____
NO X

STANDARD TURN LANE WIDTH *11'*

STANDARD NOSE WIDTH *5'*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

DRIVEWAYS:

MAXIMIMUM RESIDENTIAL GRADE N/A

MAXIMIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH *26' B-B*

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM *20'*

PAVEMENT THICKNESS *6" - 8"*

COMMERCIAL DRIVEWAY THICKNESS *6"*

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT _____
CITY *X*
HYDRO-35 _____
TP-40 _____

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) *4'*

MINIMUM COVER LATERALS *2'*

BRIDGES/BOX CULVERTS INVOLVED YES *X* NO _____

100 YEAR FLOOD PLAIN CONSIDERATION *1'* FT FREEBOARD

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PERMITS

COE 404 PERMITS NEEDED — YES _____ NO __X__

TNRCC 401 PERMIT — YES _____ NO __X__

CDC PERMIT — YES _____ NO __X__

EIS — YES _____ NO __X__

ADA PERMIT — YES __X__ *(If > $50,000 of pedestrian facilities)* NO _____

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT, DART ETC.? — YES __X__ NO _____

UTILITIES

LIST OF ALL KNOWN UTILITIES
TXU gas and electric
AT&T
Southwestern Bell

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

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

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

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

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

ANY UNUSUAL CONSIDERATIONS ? *NO*

R-O-W ACQUISITION

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

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

ANY NON-CONFORMING ISSUES ? YES _____
NO *X*

R-O-W MAP NEEDED YES *X*
NO _____

FIELD NOTES NEEDED YES *X*
NO _____

R-O-W PLATS NEEDED YES *X*
NO _____

RELOCATION ASSISTANCE INVOLVED YES _____
NO *X*

PARKING/LOSS OF PARKING CONSIDERATIONS YES *X*
NO _____

HISTORICAL SITE CONSIDERATION YES _____
NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

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

AUXILIARY LANES? *NO*

PROVISIONS FOR FUTURE WIDENING? *NO*

LANDSCAPING? *YES*

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? *NO*

STAMPED/COLORED CONCRETE? *YES*

IRRIGATION? *YES.*

BRICK PAVERS? *YES*

STREET LIGHTING? *YES*

TRAFFIC SIGNALS? *Yes*

PAVEMENT MARKINGS? *Yes.*

BIKE LANES (EXTRA WIDTH)? *No*

NEW SIDEWALKS ? *Yes*

BUS TURNOUTS? *No.*

BUS STOPS OR BUS SHELTERS? *No.*

WATER UTILITY BETTERMENTS?
Minor water line extension.

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

WATER UTILITY RELOC.? *Yes*

SAN. SEWER BETTERMENTS? *NO*

SAN. SEWER RELOC.? *NO*

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

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

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

RR CROSSING IMPROVEMENTS? *Yes*

GRADE SEPARATIONS? *Yes*

RAMPS OR CONNECTORS TO TXDOT FACILITIES? *NO*

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

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

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

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES *X* NO ____

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES *N/A* NO ____

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

NEIGHBORHOOD MEETING, REQUIRED YES *n/a*
NO

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? Not applicable (City)

CONSTRUCTIBILITY REPORT

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

MASTER AGREEMENT FUNDING

On October 17, 2000. Dallas County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 by Court Order 2000-2117 with a list of proposed accepted projects attached to the Court Order. A **MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** was executed by the Town of Addison and Dallas County pursuant to Court Order No. 2002-1375 dated July 30, 2002 which authorized transportation improvements **ON ARAPAHO ROAD FROM ADDISON ROAD TO SURVEYOR BOULEVARD.**

TOTAL ESTIMATED PROJECT COSTS	**$14,328,120**
CITY AND/OR OTHERS PARTICIPATION	**$12,895,308**
DALLAS COUNTY PARTICIPATION	**$ 1,432,812**

ATTACHMENT B

RESOLUTION NO. R99-039

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

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

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

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

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

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

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

ATTACHMENT B

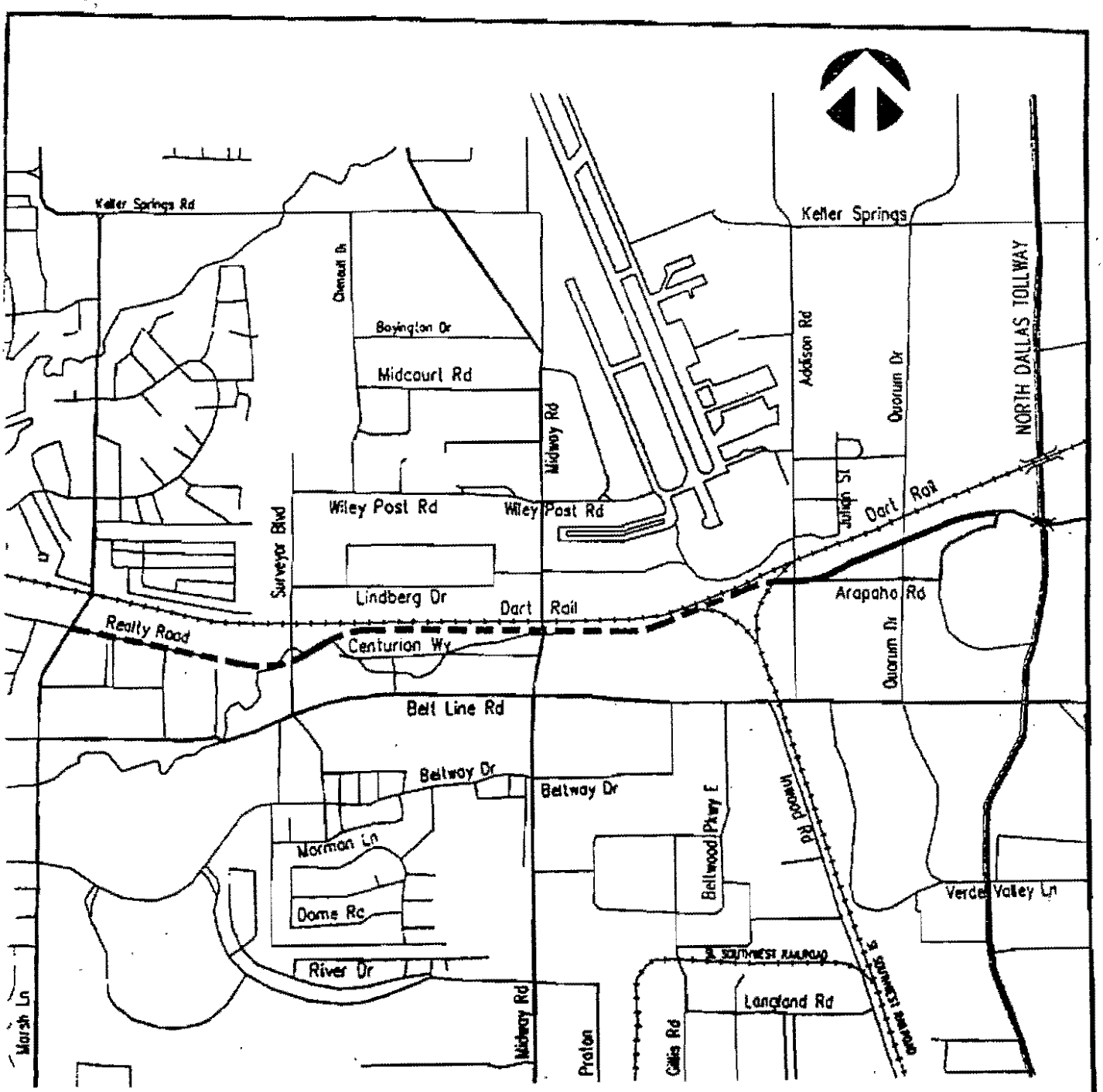
DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 27th day of April, 1999.

Mayor

ATTEST:

City Secretary

ATTACHMENT B



PROPOSED ARAPAHO ROAD EXTENSION

ARAPAHO ROAD PHASE I (UNDER CONSTRUCTION)

PROPOSED ARAPAHO ROAD EXTENSION

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.

Steve - please be sure to do this
Thanks,
Jim

CC: Sam Wilson, P.E
Attachment

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

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CC: Sam Wilson, P.E
Attachment

Major Capital Improvement Project Ranking by District and by City

ID / City / Type	Dist	Project Location: Beginning / Ending	Functional Class	Speed Delay	Traffic Volume	Traffic Volume Growth	Travel Desire	Length (Miles) / Benefit Cost	Project Cost / Accident Rate	Air Quality	City Funding / IMSM	Percent Match / SDR	Multiplier	Project Description / Total	sc1	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			

FACSIMILE TRANSMISSION COVER SHEET

DATE: January 12, 2004

SENT BY: Isela Rodriguez, Transportation Planner
DALLAS COUNTY PUBLIC WORKS DEPARTMENT
411 ELM STREET, 4TH 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:

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

Steve Chutchian

From: Isela Rodriguez [IRodriguez@dallascounty.org]
Sent: Friday, August 29, 2003 4:23 PM
To: ruth.antebl@cedarhilltx.com; Steve Chutchian; wshumac@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us; rwunderlich@ci.garland.tx.us; jangel@ci.irving.tx.us; jsmith@ci.lancaster.tx.us; jdittman@ci.mesquite.tx.us; pbaugh@ci.rowlett.tx.us; Thomas.Geier@cityofcarrollton.com; batkinson@cityofsachse.com; walter.ragsdale@cor.gov; Dstephen@gptx.org; ahendrix@pbw.ci.dallas.tx.us
Cc: DHolzwarth@dallascounty.org; ENgwa@dallascounty.org; SWilson@dallascounty.org
Subject: MCIP Application Has Been Received

Greetings:

This email is a confirmation that your 2003 MCIP Application has been received.

Thank You.

Isela Rodriguez
Transportation Planner
Dallas County Public Works
411 Elm Street, Suite 400
Dallas, TX 75202
214-653-6417

Steve Chutchian

To: cdaugherty@pbsj.com
Subject: Dallas County Applications and Cost Estimates

Clarence:

Jim Pierce and I met with Mike Murphy to go over your proposal for performing cost estimates and submitting applications for two projects to Dallas County. It was Mike's desire to find a way to reduce your total fee to under $25,000 in order to circumvent taking this to the Council for approval. As a result, we need to respectfully request that you re-examine the components of the proposal and determine if some functions can be deleted or re-structured to allow for a reduction in total fee. We also decided that it would help if we prepared a cost estimate and submitted an application to Dallas County on Belt Line Rd. with the concrete reconstruction option only. This would eliminate the asphalt alternative completey.

I will be out of the office until Monday. I look forward to talking to you soon about this issue. Your consideration is greatly appreciated. Thanks.

Steve C.

PBSJ

An employee-owned company

DRAFT — PROPOSAL to Be REUSED. SZC 6/24/03

June 10, 2003

Mr. Steve Chutchian
Town Engineer
Town of Addison
16801 Westgrove Dr
Addison, Texas 75001-9010

RE: Cost Estimates for Beltline Road and Keller Springs Road

Dear Mr. Chutchian:

Attached is a proposed contract to prepare cost estimates and Dallas County applications for Beltline Road and Keller Springs Road. We appreciate the opportunity to submit this proposal and are anxious to begin this project.

Part of the project is a rather straight-forward cost estimating effort. However, other parts depend on interaction with the Town staff and are more difficult to predict the amount of time required. We feel we bring added value to this project that will enhance the result. Our many years of experience working with municipalities, both as employees and consultants, will allow us to increase the likelihood that all issues are identified, decided and estimated. We actually have already identified some issues for the staff's consideration, such as water and sewer lines that may need to be replaced. Another example is that now, having reviewed the ULI report, it is apparent that some improvements at Quorum and possibly other locations need to be anticipated.

We propose that we perform this work on an hourly basis. We have been asked to provide a maximum amount, which we have done. Obviously this amount is based on our best estimate of time required to perform the tasks in the scope of services that we have developed. We anticipate that the actual final amount invoiced could be less than the maximum if information is easily obtained from the Town, if deliberations about options need less time than we allowed, or if presentations to the Council are not required.

We have attempted to accommodate your Council schedule and the County deadline in our schedule. We will work with you if you see the need for anything different.

Please review this contract and let me know as soon as possible if it appears reasonable to you. We will be ready to perform this work as soon as you give us a notice to proceed. I will be out of town Wednesday through Friday of this week, but do not hesitate to contact me on my cell phone, (972) 816-7486.

Sincerely,

Clarence Daugherty

Clarence Daugherty, P.E.
Director of Municipal Services

C:\Addison\Beltline & KS trans ltr, 6-10-03.doc

5999 Summerside Drive, Suite 202 • Dallas, Texas 75252 • Telephone: 972.380.2605 • Fax: 972.380.2609 • www.pbsj.com

PBS&J

Rev. 10/00

Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

PHONE NUMBER: (972) 450-2886

CLIENT: Town of Addison

FAX NUMBER: (972) 450-2837

ADDRESS: 16801 Westgrove Dr.
Addison, Texas 75001-9010

CONTACT PERSON: Steven Chutchian, P.E.

PROJECT NUMBER: _____

SHORT TITLE: Beltline and Keller Springs Cost Estimates and Applications

1. DESCRIPTION OF PROJECT SITE:

Beltline Road between Dallas Parkway and Marsh Lane and Keller Springs Road between Dallas Parkway and the Addison Tunnel.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- ☐ **Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.***
- ☐ **A Lump-Sum charge of $ _____, plus out-of-pocket expenses.***
- ☑ **Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.***
- ☐ **Other - See Attachment B.**

*** See explanation under Item 5 below.**

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

(SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison	POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED: _____	SIGNED: _____
TYPED NAME: Michael Murphy	TYPED NAME: John R. Shenck
TITLE: Director of Public Works	TITLE: Senior Vice President
DATE: _____	DATE: _____

Distribution: Copy 1 - PBS&J; Copy 2 - Client; Copy 3 - PBS&J Accounting

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

   Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18% and shall be itemized and included in the invoice.

   Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

   It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

   The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

   It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.

15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.

17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".

20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	$ 50.00	to	$ 100.00
Senior Engineering Staff	$ 29.00	to	$ 85.00
Engineering Staff	$ 19.00	to	$ 55.00
Senior Scientist	$ 23.00	to	$ 70.00
Scientist	$ 13.00	to	$ 40.00
Senior Survey Staff	$ 28.00	to	$ 55.00
Survey Staff	$ 15.00	to	$ 31.00
Senior Technical Support	$ 20.00	to	$ 48.00
Technical Support	$ 11.00	to	$ 28.00
Lab Technicians	$ 8.00	to	$ 30.00
Senior Clerical / Administration	$ 24.00	to	$ 45.00
Clerical / Administration	$ 9.00	to	$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	$ 95.00 per hour
Three-man Field Crew	$ 120.00 per hour
Four-man Field Crew	$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	$ 25.00 per hour
G.P.S. Static Receivers	$ 160.00 per day per receiver
G.P.S. RTK System	$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

ATTACHMENT A
SCOPE OF SERVICES

PART A – BELTLINE ROAD

Tasks To Be Performed by PBS&J.

Task A1 - Estimating the Cost.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

Option 1 - PBS&J will prepare an estimate of the cost of an asphalt overlay as well as a list of factors to consider when evaluating this option. This cost estimate will include the following:

1. all the preparation necessary for the overlay, including grinding of the existing surface to the level necessary to accept the overlay,
2. removal of traffic markings,
3. removal and replacement of failed pavement sections,
4. replacement of any water or sewer mains determined to need replacement,
5. $12,000,000 lump sum for "streetscaping",
6. a factor for possible re-construction at Quorum or other locations to accommodate the "urban design" recommended in the 2002 ULI " Strategy for Redevelopment",
7. application of any bonding agent necessary for adherence of the overlay to the pavement,
8. application of the actual overlay,
9. installation of traffic markings and signs,
10. adjustment of traffic signalization loops or other equipment,
11. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

Option 2 – PBS&J will prepare an estimate of the cost to remove and replace the existing Portland Cement Concrete pavement as well as a list of factors to consider when evaluating this option. This cost estimate will include the following:

1. all efforts required to remove the existing pavement and place new concrete pavement,
2. a factor for possible re-construction at Quorum or other locations to accommodate the "urban design" recommended in the 2002 ULI " Strategy for Redevelopment",

3. replacement of any water or sewer mains determined to need replacement,
4. $12,000,000 lump sum estimate for "streetscaping",
5. installation of traffic markings and signs,
6. adjustment of traffic signalization loops or other equipment,
7. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

This proposal assumes, for both options

1. that the Town will determine and provide to PBS&J the necessary information about the water and sewer lines which must be replaced,
2. that the cost of replacement of any other underground utilities, including pavement repairs, will not be included in the project estimate and
3. that the $12,000,000 lump sum estimate provided by the Town of Addison for desired "streetscaping" improvements includes any costs that might have to be incurred by the Town for the conversion of overhead utilities to underground.

Task A2 – Report and Meetings.

Both options will be prepared in an appropriate format with the necessary narrative appropriate to clearly explain the estimates to the Town Public Works staff. *It appears that an extensive graphics presentation of the information is unnecessary and will not be included.* A draft report will be submitted to the Public Works staff. PBS&J will meet with the Public Works staff one time after their review of the draft report to discuss and receive direction concerning revisions to the report.

PBS&J will refine the documents as requested by the Town Public Works staff and will present them in one meeting to the Town Manager.

Further refinements will be made as necessary and the documents will be presented to the Town Council at one meeting if requested to do so by the Town Manager.

Task A3 – Dallas County MCIP Application.

When the Town determines which option to utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of the selected option

ATTACHMENT A
SCOPE OF SERVICES

Tasks to Be Performed by the Town.

- provide locations and agree on size of section of failed pavement to be removed and replaced

- determine if any water or sewer mains need to be replaced as part of this project

- provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application

- review submittals of PBS&J and provide timely comments for revisions

ATTACHMENT A
SCOPE OF SERVICES

PART B – KELLER SPRINGS ROAD

Tasks To Be Performed by PBS&J.

Task B1 - Estimating the Cost.

PBS&J will provide the services necessary to develop estimates of cost for the widening of Keller Springs Road from Addison Road to Dallas Parkway (Dallas North Tollway) and to prepare an application for funding participation by Dallas County.

This cost estimate will include the following

1. the removal of any curbs or existing pavement necessary to facilitate the widening,
2. replacement/adjustment of any water or sewer mains determined to need replacement/adjustment, including pavement repair,
3. the construction of the additional pavement, curbs and medians necessary to widen the street to the geometric section specified by the Town,
4. installation of traffic markings and signs,
5. adjustment of traffic signalization loops or other equipment,
6. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

This proposal assumes

1. that the Town will determine and provide to PBS&J the necessary information about any water and sewer lines which must be replaced and
2. that the cost of replacement of any other underground utilities, including pavement repairs, will not be included in the project estimate.

Task B2 – Report.

PBS&J will provide the estimate and any narrative required to clearly explain the estimated costs to the Town Public Works staff.

PBS&J will refine these documents as requested by the Town Public Works staff and will present them to the Town Manager.

Further refinements will be made as necessary and the documents will be presented to the Town Council if requested to do so by the Town Manager.

ATTACHMENT A
SCOPE OF SERVICES

Task B3 – Dallas County MCIP Application

When the Town approves the estimated cost, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of this project combining it with the widening project between the Tunnel and Addison Road being managed by the North Texas Tollway Authority. It is assumed that the estimated cost of this segment will be provided to PBS&J and that PBS&J will receive the necessary information required for the application, such as traffic accident data, etc.

Tasks to Be Performed by the Town.

- determine if any water or sewer mains need to be replaced as part of this project
- determine what geometric design the Town desires for this segment of Keller Springs
- provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application
- review submittals of PBS&J and provide timely comments for revisions

ATTACHMENT B
COMPENSATION AND SCHEDULE

Compensation

PBS&J proposes to charge for the time actually spent providing the services specified in Attachment A. The time will be charged according to the rates shown in the attached Standard Rate Schedule, with a total fee for the tasks listed in Attachment A, Scope of Services, not to exceed $37,000.

Additional services, such as additional meetings beyond those listed, will be provided only at the direction of the Town and will be charged on an hourly basis as indicated above.

Schedule

The draft report will be submitted to the Public Works staff by July 18, 2003, assuming that information about the possible replacement of water and sewer lines is provided by July 1. It is anticipated that review by the Public Works staff and the Town Manager can take place in time to present the report to the Town Council, if necessary, at the August 12 meeting of the Council. Then the applications to Dallas County can be prepared and submitted by the August 29 deadline. With the cooperation of the Town staff, information for the County applications will be gathered ahead of the Town Council meeting so that there will be no problem preparing the applications by the August 29, 2003 deadline.

City of Addison
Cost Estimate Preparation
Workload Estimate

Part B - Keller Springs Road

	P.M.	Engr Staff	CAD		
Task B1 - Estimating the Cost					
Determine quantity and cost of utility replacements		6			
Determine pavement, etc. quantities	2	8			2
Obtain current cost data and calculate cost		2			
Task B2 - Report and Meetings					
Prepare and submit draft report	3	16	16	3	
Refine report	1	4	4		1
Present to Town Manager *	0	0			
Refine report and prepare for Council	1	4	4	1	
Present to Town Council *	0	0			
Task B3 - Prepare Dallas County MCIP Application					
Obtain required data *	0	2			
Prepare Application	3	16			3
Present to City Staff *	0	0			
Refine Application	1	4			1
Assist with Submission of Application	2	8			2
Total	13	70	24	13	
Hourly Billing Rate	$140	$100	$65	$140	
	$1,820	$7,000	$1,560	$1,820	
Subtotal	$10,380				
Reimbursables	$500				
Total PBS&J Estimated Fee (Keller Springs Rd.)	**$10,880**				

* Part of Beltline Estimate

Steve – set up a meeting with Mike & us to discuss JP

ATTACHMENT A
SCOPE OF SERVICES.

Tasks To Be Performed by PBS&J.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

Option 1 - PBS&J will prepare an estimate of the cost of two-inch hot mix asphaltic concrete overlay as well as a list of factors to consider when evaluating this option. This cost estimate will include the following

1. all the preparation necessary for the overlay, including grinding of the existing surface to the level determined by the Town of Addison and PBS&J
2. removal of ~~traffic~~ markings relocation
3. replacement of any water or sewer mains determined to need replacement
4. ~~conversion~~ of any overhead utilities ~~to underground~~
5. installation of new "streetscaping": new landscaping, signs, street furniture, special crosswalk pavements, intersection pavements, etc. Sidewalk relocation
6. application of any bonding agent necessary for adherence of the overlay to the pavement
7. application of the actual overlay
8. installation of traffic markings and signs
9. adjustment of traffic signalization loops or other equipment
10. traffic control assuming the minimum disruption to the adjoining property-owners

Option 2 – PBS&J will prepare an estimate of the cost to remove and replace the existing Portland Cement Concrete pavement as well as a list of factors to consider when evaluating this option. This cost estimate will include the following

other "option"

1. all of effort required to remove the existing pavement and place new concrete pavement
2. replacement of any water or sewer mains determined to need replacement
3. ~~conversion of any overhead utilities to underground~~
4. ~~installation of new "streetscaping": new landscaping, signs street furniture, special crosswalk pavements, intersection pavements, etc.~~
5. installation of traffic markings and signs
6. adjustment of traffic signalization loops or other equipment
7. traffic control assuming the minimum disruption to the adjoining property-owners

This proposal assumes, for both options

1. that PBS&J will be provided the information about whether or not water or sewer lines will have to be replaced, and, if so, what size and how many linear feet of each will be replaced
2. that PBS&J will be provided the information about which overhead utilities will have to be converted to underground and what lengths of each are involved
3. that the "streetscaping" identified in the 2001 STEP Nomination includes the features that are desired by the Town and that they will be extended for the full length of this project.

Both options will be prepared in an appropriate format with the necessary narrative appropriate to clearly explain the estimates to the Town Public Works staff and to the City Manager.

PBS&J will refine these documents as requested by the Town staff and will present them verbally to the Town Council if requested to do so by the City Manager.

When the Town makes a decision as to which option it will utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of this project. It is assumed that PBS&J will receive the necessary information required for the application, such as traffic accident data, etc.

Tasks to Be Performed by the Town.

1. determine if any water or sewer mains need to be replaced as part of this project
2. obtain or coordinate other utilities to provide the length of each type of overhead utility that must be converted to an underground facility
3. determine whether or not the 2001 STEP Nomination streetscaping plan is to be used for this project
4. provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application
5. review submittals of PBS&J and provide timely comments for revisions

Steve —
Here it is!
Jim

DALLAS COUNTY
PUBLIC WORKS

DALLAS COUNTY 2003 MCIP CALL-FOR-PROJECTS SCHEDULE

Task	Proposed Deadline
Call-for-Projects	April 8, 2003
Application Submittal Deadline	**August 29, 2003**
Preliminary Evaluation Results Available	December 15, 2003
Cities Deadline to Respond to Preliminary Evaluation	December 30, 2003
Final Evaluation Results Complete	January 7, 2004
Staff Recommendation to Commissioners	February 7, 2004
Commissioners Court Selection and Project Approval	April 15, 2004
Cities' Notification	April 31, 2004

To submit a project application for MCIP funding, go to: http://www.dallascounty.org/html/citizen-serv/pubwks/mcip-projects.html and download the MS Access-based application and instructions onto your hard drive. Please read the instructions for directions on how to fill out and submit the application to Dallas County Public Works. If upon reading the instructions you need additional assistance, do not hesitate to contact our Senior Transportation Planner, Edith Ngwa, or our Junior Transportation Planner, Isela Rodriguez at 214-653-7151. A sample filled-out application is included in this package to serve as an example but not to substitute the application instructions. It is important that you read through the application instructions before/while filling out the application.

DALLAS COUNTY
COMMISSIONERS COURT

April 1, 2003

TO: Jim Pierce

FROM: Dallas County Commissioners Court

Re: 3rd Major Capital Improvement Program (MCIP) Call-for-Projects

Dear Mr. Jim Pierce:

Dallas County is soliciting nominations from cities for roadway projects to be funded through the Dallas County Major Capital Improvement Program (MCIP). Under this call-for-projects, approximately $78 million dollars will be available for projects to be constructed in FY 2008 through 2010. All nominations for funding must be submitted to Dallas County Public Works by **4PM on August 29, 2003.** Evaluations of project submittals will be completed by December 15, 2003 and each city will be provided with the preliminary rankings of its own projects at that time for comment and feedback, with comments due no later than December 30, 2003. Final project approval will be completed no later than April 15, 2004.

As with the first and second MCIP call-for-projects, cities are required to commit at least 50% of their proposed project costs as condition for participating in the program. Proposed projects will be evaluated using criteria presented to you during the MCIP Partnering Workshop held by the Public Works Department on January 31, 2003 and attached here for your review. During that workshop, information was also presented, stating the County's current policy not to engage in MCIP roadway improvement with cities without an approved plan for re-annexing existing orphan roads (see attached policy). If you have any questions about these policies or any aspects of the MCIP, we encourage you to contact us or the Dallas County Public Works Department.

Margaret Keliher
County Judge

Jim Jackson
District 1

Mike Cantrell
District 2

John Wiley Price
District 3

Kenneth A. Mayfield
District 4

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

Dallas County Orphan Road Policy

DEFINITION

Orphan Road -- all or part of a street or road right-of-way which is outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting city (or cities) that they serve in that they have been left unincorporated. Thus Dallas County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.

POLICY INTENT

Dallas County contends that full responsibility for maintenance, operation, enforcement, police and emergency services for these roadway segments should rest with the city (or cities) adjoining these segments. Generally, the major traffic usage of these segments is for access to property within the adjoining city (or cities) as with typical city streets. The adjoining city (or cities) is (are) responsible for providing emergency services, police and fire protection to the properties abutting the Orphan Road segment. In most instances these Orphan segments are isolated and significantly distant from the truly unincorporated areas of the County, where the County provides the only services. These segments could be more easily and quickly served by City police, fire and other service providers who have responsibility in the immediate area than by the County. Parking controls, control of access, speed limits and other aspects of traffic operations are typically influenced by abutting property development and usage which is under the control of the city (or cities).

Orphan road segments often cause confusion, uncertainty and, sometimes, critical delay in determining proper jurisdiction and in providing necessary services to the public. It is with the intent of improving these circumstances and the overall delivery of services to the citizens that Dallas County desires to eliminate Orphan Roads from the County's Road Inventory. This Policy is established to encourage municipalities adjacent to these Orphan Road segments to annex the rights-of-way and to assume full responsibility for providing services therein.

POLICY STATEMENT

1. Dallas County encourages all cities adjacent to Orphan Roads in Dallas County to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways. In instances where two cities abut the same Orphan Road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. Dallas County offers its assistance to the cities in developing such plans.

2. Dallas County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of Orphan Roads when the County selects, approves and schedules projects for funding in the County's Major Capital Improvement Program (MCIP). Such preference may also be given in approving projects for Road and Bridge District participation (Type "B" work).

3. Dallas County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as Road and Bridge District projects or MCIP projects, in a city that elects not to pursue the annexation of Orphan Road segments that abut its boundaries. Failure to notify the County of the city's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the city's election not to pursue annexation.

4. Dallas County, at the discretion of the Commissioners Court, may select specific Orphan Road segments for improvement when a city commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of Orphan Roads submitted by the city will not be limited to annexation upon completion of improvements by Dallas County. Dallas County improvements may be made as Road and Bridge projects or as MCIP projects (subject to other MCIP criteria including Regional Thoroughfare Plan designation and city cost participation).

5. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

6. Dallas County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting Orphan Road segments.

7. The Dallas County Director of Public Works shall maintain a listing of Orphan Roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to Dallas County Public Works by the cities.

FY 2001 MAJOR CAPITAL IMPROVEMENT PROGRAM
DALLAS COUNTY

Prepared Jointly by the
Dallas County Department of Public Works
and the
North Central Texas Council of Governments

Proposed Evaluation Methodology to Score and Rank Candidate Thoroughfare System Improvements

INTRODUCTION

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. The underlying theory of this new approach is that a project will take five years from approval of funding to final construction, and that every year projects will be authorized for funding and projects will be completed. Thus, in any given calendar year, there will always be projects in each of the various phases of implementation (i.e. design, right-of-way acquisition, construction), thereby allowing for the more efficient use of personnel and resources.

In contrast, under the bond-financing method, all projects are authorized at the same time and are constructed at the same time. This approach creates a project "wave"—initially, there is a flurry of design activity, and the necessity of design resources; then, the wave passes to right-of-way acquisition, and the design resources become underutilized while right-of-way is bulked to handle the "wave"; finally, the projects pass to construction, creating the need to invest in construction-related resources, while the design and right-of-way resources are underutilized.

With the new financing and programming approach, the "project wave" is eliminated, and all project activities are occurring simultaneously (although not necessarily on the same project) and, more importantly, continuously. Thus, valuable resources are always being utilized and the funds that previously would have needed to be expended on additional resources (as a result of the "wave" effect) can instead be devoted to infrastructure.

This Program will be implemented by issuing an annual county-wide call for projects to identify and fund needed roadway improvements within the county, with local governments submitting candidate projects for potential selection and funding under this program. An annual "Call-for-projects" is an improvement over the traditional method of calling for projects every five years. The advantages of an annual call are twofold. First, with fewer submittals per Call, the quality of submittals, both of the projects submitted and the submittals themselves, will improve, as staff will be able to devote more time per submittal. Second, an annual Call provides more flexibility for cities to determine infrastructure needs based on changes that may have recently occurred or will soon be occurring, such as a new

development or infrastructure, instead of trying to determine needs based on a conjecture of what might occur five years into the future.

EVALUATION CRITERIA

In order to evaluate candidate projects in an equitable and consistent manner, ten evaluation criteria have been developed which will be applied to each project submittal to establish a basis for scoring and ranking projects. This ranking will identify which projects provide the greatest benefit to the county based on factors such as mobility, cost-effectiveness, safety, and air quality.

The proposed evaluation methodology is presented below. Each of the ten evaluation criteria will initially be assigned a maximum value of 10 points, with 100 points being the total maximum aggregate score possible for a given project. In addition to the "equal weight" scenario, other weighting scenarios can also be evaluated to determine which scenario most appropriately addresses the needs of Dallas County.

TECHNICAL METHODOLOGY FOR MODELING PROPOSED IMPROVEMENTS: Travel Model Forecast Procedures

The Dallas-Fort Worth Regional Travel Model (DFWRTM) is the planning tool used to help estimate current and future travel demand needs and allows detailed project evaluation to occur. The Major Capital Improvement Program must have a way of testing and evaluating the mobility benefits of a wide range of potential roadway projects, including the addition of new thoroughfare streets, the extension of existing thoroughfares, and the rehabilitation of existing thoroughfares. The DFWRTM is the tool used to accomplish this analysis.

In order to assess and quantify the benefits of the projects submitted under this Call-for-Projects, it is necessary to develop four different roadway network analyses. These four different network analyses simulate both baseline (year 1999 no-build) and future year conditions with and without the effects of the proposed projects. The four network analyses that will be used to evaluate the benefits of the projects submitted for the Major Capital Improvement Program are as follows:

- Analysis 1: The first analysis replicates conditions as they existed in 1999, the year the model was validated for, using the roadway network that existed in 1999 and 1999 demographic data for population, employment, and number of households.

- Analysis 2: The second analysis predicts year 2025 conditions assuming a no-build, or "do-nothing" scenario. In this analysis, the 1999 existing-conditions roadway network used in the first analysis is modeled using year 2025 demographics. This analysis shows the performance of the transportation system in the year 2025 if no improvements are made to it.

- Analysis 3: The third analysis predicts year 2025 conditions assuming that all the projects submitted for funding are implemented and constructed. This is accomplished by coding into the 1999 no-build roadway network all the projects submitted under this Call for Projects, creating a year 2025 build network. This

year 2025 build network will be modeled using year 2025 demographic assumptions.

- Analysis 4: The fourth analysis predicts year 2025 conditions assuming an "all-or-nothing" scenario. This scenario uses the year 2025 build network and year 2025 demographic assumptions, but doesn't use the typical "capacity-constrained" technique to model traffic in which only a finite number of trips can be assigned to a particular roadway segment. With an "all-or-nothing" assignment, an infinite number of trips can be assigned to a particular segment, and where several different routing options are available, all trips are assigned to the most desirable route (based on criteria specified). For this analysis, trips are assigned to the route with the best travel time, based on speed and distance only. This analysis is used to score projects under the Travel Desire Rating.

EVALUATION CRITERIA AND TECHNICAL METHODOLOGY FOR SCORING PROJECTS

Evaluation Criteria

Functional Classification Rating - (10 Points)

This evaluator assigns points based on functional classification as designated in the 2000 *Regional Thoroughfare Plan*. For any given project, the functional class assigned to the project will be the classification of the highest classified facility which can reasonably be assumed to be either directly or indirectly positively impacted by the proposed project.

Example Arterials A and B are parallel arterials one-mile apart. Freeway X runs perpendicular to both A and B and has interchanges at both. Approximately one-quarter mile from and parallel to Freeway X the City is proposing to build a four-lane roadway that will intersect both A and B.

Scenario 1: Freeway X is the only existing roadway that connects with both Arterials A and B. Thus, a motorist on A wanting to use B must use Freeway X. Under this scenario, the City's new roadway would be scored as a freeway, as it is reasonable to assume that it will reduce congestion on Freeway X by eliminating the necessity of all local traffic going from A to B to use Freeway X. In other words, there is a certain percentage of local traffic that is only using Freeway X by default that would divert to an alternate route. By eliminating this local traffic from Freeway X, its congestion is reduced and its reserve capacity is increased.

Scenario 2: Freeway X is one of several roadways that connect with both Arterials A and B. Thus, a motorist on A wanting to use B does not necessarily need to use Freeway X. Under this scenario, the City's new roadway would be scored by its own functional classification, as it is reasonable to assume that it will not reduce congestion on Freeway X because other routes for local traffic to travel from A to B already exist. In other words, local traffic diversion from the Freeway is already occurring, and the addition of another alternate route will not have an impact on the operation of the Freeway.

Each project will receive a score based on the classifications shown in *Table 1*.

Table 1

Functional Classification Rating

Functional Classification Designation	Score
Regional Arterial	10 Points
Freeway (existing and proposed)	7 Points
Other Arterial	3 Points
Not on Regional Thoroughfare Plan	0 Points

Speed Delay-Rating - (10 Points)

Each candidate project submitted for funding will be assigned a speed-delay rating based on the anticipated improvement to travel times and speeds that will result from the roadway improvement. This will be calculated by taking the difference between the posted roadway speed limit (maximum free-flow speed) and a current observed speed on the facility (current operating speed), divided by the length of the project. For intersection projects, an estimated length of 0.25 miles should be used to calculate the speed delay rating. Each city submitting a project for funding will be asked to collect and provide recent peak-hour speeds which will be used in calculating this rating. Using speed delay as an evaluation criterion takes into account both the traffic congestion on and the physical condition of the roadway, both of which affect the operating speed.

The delay rate is defined as the difference between the time it takes to travel a set distance at the posted speed limit without stopping (free-flowing) and the actual time (observed) it takes to travel that same distance (accounting for traffic control delay and congestion), divided by the distance traveled, expressed in minutes per mile.

A 1996 report by **Metroplan**, the Council of Governments for Central Arkansas, established a delay rate congestion threshold of 0.41 minutes per mile, based on criteria established in the *Highway Capacity Manual*, vehicle limitations, and driver perceptions. In other words, a facility is considered congested when its delay rate is equal to or greater than 0.41 minutes per mile. This number corresponds to the difference in time it takes to travel one mile at 55 miles per hour versus traveling one mile at 40 miles per hour. From this delay rate, a numeric value for congestion, the "degree of congestion" or DOC, has been defined as follows:

$$DOC = Delay\ Rate - 0.410$$

Thus, a facility at the congestion threshold, that is, with a delay rate of 0.41, has a DOC of 0.000. A facility operating at its maximum free flow speed has a delay rate of 0.00 and a corresponding DOC of –0.410.

In order to provide insight into the magnitude of congestion, eight congestion categories were defined -- five for congested facilities and three for non-congested facilities. The DOC threshold for each of the eight categories is shown in *Table 2*, along with the points assigned for each category.

Table 2

Speed-Delay Rating Criteria

Category	"Degree of Congestion"	Score
Extreme	Greater than 4.499	10 Points
Severe	Between 1.499 and 4.498	8 Points
Serious	Between 0.499 and 1.498	6 Points
Moderate	Between 0.213 and 0.498	5 Points
Mild	Between 0.001 and 0.212	4 Points
Borderline	Between – 0.168 and 0.000	2 Points
Acceptable	Between – 0.410 and – 0.167	1 Point
None	Less than – 0.411	0 Points

Traffic Volume Rating - (10 Points)

This rating evaluates the project according to the magnitude of traffic-flow improvement that can be expected to result by making the proposed improvement to the facility. The Traffic Volume Rating is calculated by taking the difference between a "build" and a "no-build" condition, which yields the additional traffic resulting from making the improvement. Specifically, year 2025 traffic projections will be generated with and without the improvements in place in order to model the anticipated change. Projects showing the greatest amount of traffic improvement will receive a higher score for this criterion.

Specifically, this criterion is calculated by taking the difference between two year 2025 travel model runs, the "build" condition (Analysis 3) and the "no-build" condition (Analysis 2). The difference between these two analyses is the expected change in traffic volumes resulting from making the proposed improvement to the facility. In general, projects showing the largest amount of traffic improvement will receive a higher score for this criterion. The maximum score available for this criterion will be ten points. The range of possible scores will be determined after the analyses are complete and the data is available to determine minimum and maximum values.

Traffic Volume Growth Rating - (10 Points)

The Traffic Volume Growth Rating is derived from the growth in traffic volumes expected to occur on each candidate segment of roadway between the current condition (year 1999) and the future travel model projection (year 2025). This rating assumes that the project is not in operation in the current year and that it will be operational by the future forecast year. Points will be assigned to each project based on the percentage of growth estimated to occur during this time period.

Specifically, the percent change between traffic volumes in the year 2025 "build" network (Analysis 3) and the 1999 "existing condition" network (Analysis 1) will be calculated. Projects showing the largest amount of change will receive the higher scores. The maximum score available for this evaluator is ten points. The range of possible scores for this criterion will not be determined until after the model runs are complete and the minimum and maximum values are derived.

Travel Desire Rating - (10 Points)

This rating will score each candidate project based on its inherent attractiveness and desirability assuming there is no congestion at all on the facility. When congestion is factored into the equation, roadways that may be more direct and desirable to travel on are sometimes avoided because of high levels of congestion, even though they are the preferred routes. This evaluation criteria is derived by looking at the difference between a year 2025 capacity-constrained model run (Analysis 3), which takes into account the congestion on the roadway, and an "all-or-nothing" model run (Analysis 4), which assumes that there is no congestion on any roadway. The "all-or-nothing" model run allows vehicle trips to choose the preferred route (based on shortest distance and fastest speeds) regardless of any effects due to congestion. The percent difference between the two model runs shows whether the facility is being used because it is the most direct and preferred path ("all-or-nothing") or whether traffic is being diverted to the facility due to congestion on other routes (capacity-constrained). The maximum score available for this criterion is ten points. The range of possible scores will be determined after the travel model runs are complete and the maximum and minimum values are identified.

Benefit-Cost Ratio Rating - (10 Points)

This rating is calculated based on the ratio of benefits resulting from the proposed improvement to the cost of the improvement. The benefits for each project are determined from the reduction in travel-time delay experienced on the roadway segment with and without the candidate roadway improvement. Local government and Dallas County staff will estimate the costs for each project.

Benefits used in the B/C ratio are calculated from the delay savings gained from an increase in capacity or speeds on the segment (if, in fact, a gain is induced). The reduction in delay is calculated from the increase in average daily loaded speeds, which are derived from the travel model runs. This analysis compares the modeled speeds before an improvement (Analysis 2) and the speeds after the improvement (Analysis 3). After average daily loaded speeds and 24-hour projected traffic volumes are determined for both Analysis 2 and Analysis 3, a benefit-cost ratio is calculated based on the following equation:

$$\frac{TAB}{TAC} = \left[\frac{\left[\left(\frac{VOL^A * VOLFAC * LENGTH}{SPEED^A} \right) - \left(\frac{VOL^B * VOLFAC * LENGTH}{SPEED^B} \right) \right] \times DAO \times VOT \times NOD}{(\ TOTAL\ COST\ \times\ CRF\ )} \right]$$

Where:	TAB	=	Total Annualized Benefit ($)
	TAC	=	Total Annualized Cost ($)
	Vol^A	=	24-Hour Volume from Run 2 (no-build scenario)
	Vol^B	=	24-Hour Volume from Run 3 (build scenario)
	VOLFAC	=	0.6, volume factor (peak/off-peak/directional dist.)

Length	=	Length of Project (miles)
$Speed^A$	=	Link Speed from Run 2 (no-build scenario)
$Speed^B$	=	Link Speed from Run 3 (build scenario)
DAO	=	1.29 persons per vehicle, Daily Auto Occupancy
VOT	=	$9.70 per hour, Value of Time
NOD	=	260 per year, Number of Days for annual benefit
Total Cost	=	Total Project Cost ($)
CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)

Points are assigned to each project based on the ratio of the total annualized benefits divided by the total annualized cost. *Table 3* provides the scoring ranges with their corresponding benefit-cost ratios.

Table 3

Benefit-Cost Ratio Rating

B/C Ratio	Score
0 – 0.50	0 Points
0.51 – 0.75	1 Points
0.76 – 1.00	2 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

Accident Rate Rating - (10 Points)

Each candidate project will receive an accident rating based on the raw accident rate per million vehicle miles.

Each city will be asked to provide three years worth of actual accident data for each roadway segment submitted for review. Projects with a higher accident rate over this three-year period will receive a higher rating. After all the accident data has been analyzed, a range of scores will be developed between zero and ten points, based on the magnitude of accidents reported.

Air Quality / Energy Conservation Rating - (10 Points)

Each project submittal will be evaluated based on its overall impact toward improving the quality of the region's air. The Dallas-Fort Worth region is currently designated as a non-attainment area by the U.S. Environmental Protection Agency based on past exceedances of

the national ambient ozone standard. In order to promote regional air quality goals and objectives, each project will be quantified in terms of air quality reductions. Specifically, the dollars per pound of nitrous oxide (NOx) emission reductions will be calculated and each project will receive a score based on its reduction potential.

Emission reductions will be calculated by estimating emissions before and after the improvement is in place, and taking the difference. Projects contribute positively toward air quality reductions, in general, when speeds approach 50 miles per hour and operating performance is improved. The following formula provides the methodology for calculating emission reductions on a project-by-project basis.

$$\frac{\$}{\text{Lb.}} = \left[\frac{(\text{TOTAL COST} \times \text{CRF}) \times C_1}{\left[(\text{VOL}_B \times \text{EF}_B \times \text{LENGTH}) - (\text{VOL}_A \times \text{EF}_A \times \text{LENGTH})\right] \times 260\ \text{DAYS/YEAR}} \right]$$

Where:

VOL_B	=	24-hour modeled volume before improvement (Analysis 2)
EF_B	=	Emission factor based on speeds from Analysis 2 grams/mile)
Length	=	Project Length (miles)
VOL_A	=	24-hour modeled volume after improvement (Analysis 3)
EF_A	=	Emission factor based on speeds from Analysis 3(grams/mile)
Total Cost	=	Total project cost ($)
CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)
C_1	=	454 grams per pound (conversion factor, grams to pounds)
$/lb.	=	Dollars per pound of NOx emissions reductions

Points will be assigned to each project based on the ratio of the annualized cost to the annualized NOx emissions reductions. *Table 4* provides the scoring ranges for this evaluation criterion.

Table 4

Air Quality / Energy Conservation Rating

$ / 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

Sustainable Development/ Redevelopment/ "Smart Growth" Rating (10 Points)

Each project submittal will be evaluated with respect to encouraging regional sustainable development or "smart growth" patterns (i.e. densification of the urban core counties) or redevelopment of distressed areas. There will not be a sliding scale of points available for this criterion. Each project will either receive the full 10 points or will receive a zero. A project located within a census block classified as "Distressed" or "Under-Utilized" as defined in the Dallas County Tax Abatement Policy (see attached maps) will receive the full 10 points; all other projects will receive a zero.

The aforementioned policy defines a "Distressed" area as a census block whose median family income is less than or equal to 150% of the poverty level for a Dallas area family of four or a census block contained within a federally or state-designated enterprise zone.

An "under-utilized" area is a census block that meets three of following five criteria:

1) *Low population growth* (percentage change in population that is less than the County average for 1980-1995)
2) *Low employment growth* (percentage change in employment that is less than the County average for 1990-1995)
3) *Low traffic congestion* (roadways where, in 1995, no more than 30% of lane miles exceeded free-flow traffic levels during peak hours)
4) *Low property values* (median value of owner-occupied structure is no greater than 50% of the County median)
5) *Predominantly low/moderate income population* (at least 51% of population earns less than 80% of the Dallas area median household income)

For census blocks that are at least two-thirds (2/3) undeveloped, only one of the five criteria listed above need to be met to qualify as "under-utilitized."

Intermodal / Multimodal / Social Mobility Rating - (10 Points)

Each project submitted for funding will receive a score based either on its ability to involve more than a single mode of travel or its long-term economic development potential that could benefit the community. There will be a sliding scale of points available for this criterion. There are three separate elements that comprise this scoring criteria. These three elements are:

- Infrastructure Investment Project - A capital project with a likelihood of producing long-term economic benefits as opposed to an operational project which only provides direct benefits for a given short time period. (10 points)

- Social Mobility Project - A social mobility project is one that provides transportation services to individuals or groups who need some form of transportation due to an inability to utilize existing forms of transportation. This can include services to the elderly and disabled or economically disadvantaged individuals. (10 points)

- Multi-Modal /Inter-modal Projects - Projects that facilitate non-SOV (single occupant vehicle) modes or provide for the interaction of two or more transportation modes in a given area.
  Transit (bus/rail) - (10 points)
  School Bus - (7 points)
  Bicycle Paths - (5 points)
  Pedestrian Paths - (3 points)
  Projects that incorporate any combination of the above 4 modes of transportation will receive the full 10 points.

Special Case Rating Methodology

Special Case #1 - If all or part of a roadway consisted of a new roadway, then it was not possible to calculate a Speed Delay Rating, a Benefit-Cost Ratio Rating, or an Air Quality Rating. In these cases, the Speed Delay Rating, the Benefit-Cost Ratio Rating, and the Air Quality Rating are all given zero points, and the maximum points for the Traffic Volume Rating are increased to 40. This is accomplished by multiplying the Traffic Volume Rating by four.

Special Case #2 - In certain situations, the Benefit-Cost Ratio may be misleading because the traffic induced by the capacity improvement was so great that the resulting congestion was higher than without the improvement. This signifies that the project is highly warranted. Projects falling under the Special Case #2 category will receive zero points for the Benefit-Cost Ratio Rating, and the maximum allowable points for the Traffic Volume Rating will be increased to 20. This is accomplished by multiplying the points assigned to the Traffic Volume Rating by two.

Special Case #3 - The criteria which use percent change as a basis for scoring, Traffic Volume Growth Rating and Travel Desire Rating, could be misleading if the absolute value of the traffic volumes is less than 5,000 in the year 2025. To avoid overrating these projects, the maximum points available for the Traffic Volume Growth Rating Criteria and the Travel Desire Rating will be reduced to five for each rating element. This is accomplished by dividing the score for these two criteria by two.

LOCAL COST PARTICIPATION MULTIPLIER

In order to aide in the successful implementation of the Dallas County MCIP, it is imperative to accept only those projects for funding that have a strong commitment from all the stakeholders. One strong indicator of this commitment is the value of resources being contributed. In order to reward those projects with strong commitments, a multiplier based on the value of the local commitment (as a percentage of the total project value) will be

applied to the aggregate scores. This multiplier will be equal to 1 plus the percent of local match, expressed as a decimal. Thus, if a City commits to a match of 50 percent of a project's value, that project's aggregate score will be multiplied by 1.50 in determining the final score. For a match of 20%, the multiplier is 1.20.

As the financial resources of all possible stakeholders are not equal, said multiplier may be considered to be inherently biased against those possible stakeholders with limited resources. Therefore, in order to mitigate this perception of inherent bias, bonus points will be assigned to those cities where 60% of the land area falls in census blocks defined as "Distressed" or 51% Low/Moderate Income. This bonus consists of adding 0.3 to the multiplier for any project submitted by a city qualifying for the bonus. For example, the multiplier for a project submitted by a qualifying city contributing 20% of the total cost of the project will be 1.50 (1.20 plus 0.30), the same multiplier applied to a project for a non-qualifying city contributing 50%.

Example 1.
Projects for Cities A, B, C, and D all finish with aggregate scores of 80. Cities A, B, C, and D agree to contribute 50%, 20%, 0%, and 20%, respectively, of the cost of the project. City D qualifies for the 60% local match multiplier bonus.

The multiplier for the four projects are as follows:
City A – 1.50
City B – 1.20
City C – 1.00
City D – 1.50

The final point totals for the four projects, computed by multiplying the aggregate total by the multiplier, are as follows:

City A – 120.0
City B – 96.0
City C – 80.0
City D – 120.0

Example 2.
City Q is a qualifying city and contributes 20% of the project cost. Q's project finishes with an aggregate score of 70 and a total score 105.0. City R's project finishes with an aggregate score of 100, but since R is not willing to commit local resources (and is non-qualifying), the project finishes with a total score of 100.0, below Q's. So does City S's project with a total score of 102.0, which finished with a higher aggregate score of 85 but was supported with a 20% local commitment (S is a non-qualifying city) resulting in a multiplier of 1.20 compared to Q's 1.50.

Part 1. Project Identification

MCIP Number: 1 District: 3 City: Dallas County

Project Name/Location: Example Lane Widening

Beginning: Intersecting Road 1 Ending: Intersecting Road 2 MAPSCO: 46B

Project Length: 1.875 Miles Functional Class: Not on Regional Ave Num of Accidents for last 3 years 7

Condensed Description of Proposed Improvements: Widen from 2 to 4 lanes, with storm sewer improvements. Add 6' wide sidewalks to both sides.

Part 2. Pavement and Centerline Alignment

Proposed Pavement Section: 4 lane divided.

Current Pavement Conditions: Fair Pavement Design Criteria: City of Dallas, TxDOT

	Existing e.g. 2-12' lanes	Proposed
Pavement Width	2 - 11' lanes, 3' shoulders	4 - 12' lanes with C&G
Pavement Surface Type Thickness:	Asphaltic Surface, 2"	PCCP, 10"
Pavement Base Type Thickness:	Flexible Base, 8"	AC, 4"
Pavement Subgrade Type Thickness:	Stabilized Subgrade, 6"	CSB, 8"
Parkway Width:	0	12'
Sidewalks Width:	0	2, 6'
Through Lanes Width:	2, 11'	4, 12'
Left Turn Lanes Width:	0	1, 10'
Left Turn Storage Length:	0	100'
Right Turn Lanes:	0	0
Median Width:	0	33'
Bicycle Lanes Width:	0	2, 5'

Grade Requirements:

Average Expected Cut: 3'

Average Expected Fill: 0

For Projects with Repairs:

Type of Repair:

Actual repair size:

Include sq ft and linear ft of edg

☑ Is Centerline aligned with Center of ROW?

If not, how much is it offset from the center and to which side?

Part 3. Traffic

Design Speed: 45 mph

Average Posted Speed: 35 mph

Average Operating Speed: 25 mph

Traffic Volume: 2000

Traffic Volume Source: NCTCOG

Presence of Bus and/or Heavy Truck Traffic? ☑

Part 4. Drainage

Storm Sewer Design Criteria:

25 Year Frequency

	Existing	Proposed
Number of Culverts and their dimensions: (barrels, SxHxL)	2 barrels, 11'X5'	2 barrels, 11'X5'
Bridge length and width:	200', 40'	200', 100'

Is any section of the road under the 100 year flood plain? ☑

Part 5. Utilities

- [x] Water Lines
- [x] Gas Lines
- [x] Storm Sewer
- [ ] Sanitary Sewer
- [x] Cable
- [x] Electricity Lines
- [ ] Railroad Lines
- [ ] TRA Lines
- [ ] Transmission Lines
- [x] Underground Vaults

Other Underground Utiliti: fiber optics

Document known Risks for Utility Partners: duct bank

- [ ] Utilities are on Existing Street ROW
- [x] Utilities Own their ROW or have Previous Easements
- [x] SUE (Subsurface Utility Engineering) will be needed

Any Special Considerations?

Part 6. ROW Acquisition

A. Safety

- [ ] Transit (DART lines)
- [x] School
- [x] Church
- [ ] Municipal Buildings

Other

B. Environmental

- [x] Floodplain
- [x] Lake
- [ ] Historical Designation
- [ ] Cemetery
- [x] Junkyard
- [ ] Landfill

Other

C. Right of Way

ROW Contact Person	Mr. Rowman
Phone Number:	(214) 753-6859
Existing ROW Width:	60'
Proposed ROW Width:	115'
Number of ROW Parcels:	25

Area of ROW required:

Fee Acquisition:	150,000	sq. ft.
Permanent Easement:	30,000	sq. ft.
Temporary Easement:	50,000	sq. ft.

Number of Bisected:

Houses:	0
Commercial Buildings:	1

D. General Acquisition Costs

Estimated Cost of Land Only	$75,000.00
Cost of Improvement in ROW	$125,000.00
Number of Parcels with Damages:	5
Cost of Damages:	$100,000.00
Number of Bisected Improvements	1
Cost of Bisections:	$150,000.00
ROW Subtotal:	$450,000.00
Inflation Factor (6 years)	$81,000.00
Total ROW Cost:	$531,000.00

Comments on ROW Availability/ Easements: Bisected improvement is a school. XYZ addition has 20' dedication for ROW.

List and Explain Any Non Conformity Issues: Junkyard on South Side of the project does not comply with zoning.

Part 7. Other Amenities to the Project

***These items may not be covered under MCIP contract.

- [x] Landscaping***
- [ ] Exposed Aggregate Driveways, Sidewalks***
- [ ] Stamped/Colored Concrete***
- [ ] Irrigation***
- [ ] Brick Pavers***
- [x] Street Lighting
- [x] Traffic Signals
- [x] Pavement Markings
- [ ] DART Bus Turnout
- [ ] Bus Stops or Shelters
- [ ] Water Utility Improvements*
- [ ] Water Utility Relocation***
- [x] Sanitary Sewer Improvements***
- [ ] Sanitary Sewer Relocation**
- [ ] Retaining Walls
- [x] Sod, Seeding, Topsoil
- [x] Drainage Improvements
- [ ] RR Crossing Improvements
- [x] Grade Separations
- [ ] Ramps or Connectors to TxDOT Facilities

Part 8. Public Involvement

- [x] Has your City Council Approved the Project?
- [x] Has Any Opposition been encountered?

Comments on Opposition: Currently in negotiations due to related project. Expected to reach agreement late Fall 2003.

Other General Comments: Related project is an apartment complex housing 100 families.

Part 9. Project Cost

Paving and Drainage	$1,650,000.00	Design:	$225,150.00	**Total Project Cost:**	$3,494,370.00
Bridge:	$0.00	Right Of Way Cost	$531,000.00	– Utility/Amenities:***	$15,000.00
Lighting:	$150,000.00	SUE:	$35,550.00	Shared Cost=	$3,479,370.00
Signal:	$175,000.00	Utility/Amenities:*	$15,000.00	Percent of Local Contribution	50 %
Railroad:	$0.00	**Subtotal 2=**	$3,176,700.00		
Subtotal 1=	$1,975,000.00	Project Delivery:	$317,670.00	**City's Share:**	$1,739,685.00
Inflation:	$355,500.00				
Materials Testing:	$39,500.00	Supporting Comments Regarding Cost:			
Construction Total	$2,370,000.00				

*** Utility/Amenities/Environmental costs typically borne by City

10. Please submit maps and supporting documents depicting the project and needs. Sketches are also welcome and appreciated.

Steve Chutchian

From: Jim Pierce
Sent: Monday, May 19, 2003 12:17 PM
To: Mike Murphy; Steve Chutchian
Cc: Luke Jalbert
Subject: FW: Dallas County Planning Update

FYI. Mike: Do you want to make the telephone call indicated in #2? Jim.

Jim Pierce, P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, TX 75001-9010
972-450-2879

-----Original Message-----
From: Edith Ngwa [mailto:ENgwa@dallascounty.org]
Sent: Friday, May 16, 2003 4:59 PM
To: Jlandon@airmail.net; ferriswater@azmail.net; Jim.sparks@cedarhilltx.com; Jim Pierce; Kgriffin@ci.coppell.tx.us; kbolton@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us; Rwenderl@ci.garland.tx.us; Mdadgostar@ci.highland-park.tx.us; Jcline@ci.irving.tx.us; Jdittman@ci.mesquite.tx.us; rberry@ci.mesquite.tx.us; Jspeer@ci.university-park.tx.us; wmcdonald@cityofbalchsprings.com; Thomas.Geier@cityofcarrollton.com; tdingler@cityoflewisville.com; batkinson@cityofsachse.com; citymanager@cityofseagoville.org; cityadministrator@cockrell-hill.tx.us; Walter_ragsdale@cor.gov; mburbank@dfwinfo.com; Citymanager@glennheights.com; Dstephen@gptx.org; CSTRING@mail.ci.dallas.tx.us; Creed@nctcog.org; Dlamers@nctcog.org; Jneal@nctcog.org; Tyoung@nctcog.org; ovillacamp@netscape.net; Ahendrix@pbw.ci.dallas.tx.us; cityofhutchins@prodigy.net
Cc: ASaldana@dallascounty.org; DHolzwarth@dallascounty.org; IRodriguez@dallascounty.org; SWilson@dallascounty.org
Subject: Dallas County Planning Update

Greetings, Dallas County Partners!

In this Planning Update Issue...
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1. MCIP Call-for-Projects
2. Regional Thoroughfare Planning
3. Dallas County Thoroughfare Planning
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1. Major Capital Improvement Program (MCIP) Call-for-Projects

A package, containing a letter from the Dallas County Commissioners Court officially announcing the 3rd MCIP call-for-projects, was sent out to all City representatives yesterday. Also included in that package are the instructions for downloading and filling out the MCIP application, the MCIP schedule, Dallas County's new policy for annexing orphan roads, and the evaluation criteria by which MCIP projects will be evaluated. Please be sure to review the package carefully and if you experience any difficulty assessing or filling out the application, do not hesitate to contact Ms. Isela Rodriguez at Irodriguez@dallascounty.org or (214-653-6417). The deadline for submitting project proposals to Dallas County is August 29, 2003.

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2. Regional Thoroughfare Planning

As you may know, the North Central Texas Council of Governments (NCTCOG) is currently in the process of updating the Regional Thoroughfare Plan. The NCTCOG has identified several potential inconsistencies between municipal and county plans and as a result has set up several meetings to which representatives from the entire region have been invited to participate and help resolve these conflicts. It is important that you attend or send your city representatives to attend these meetings so that your City's Thorouroughfare Plan may be accurately representated. This is important for the MCIP. You may recall that in order for a roadway project to qualify for Dallas County MCIP funding it must be on the Regional Thoroughfare Plan. In the past we have received several requests for MCIP funding for roadways that were not on the Plan but that may be functioning as regional arterials. This process/ meetings are set up to resolve just such conflicts. For the meeting schedule and questions on the Regional Thoroughfare Planning process, do not hesitate to contact Tim Young (817-695-9288) at the NCTCOG.

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3. Dallas County Thoroughfare Plan

Dallas County has secured technical assistance from the NCTCOG under the Unified Planning Work Program (UPWP) to develop a Dallas County Thoroughfare Plan. The need for this can not be underscored. The County's Thoroughfare Plan was last updated in 1976 and as such an enormous amount of work will need to be done to reflect changes that have been brought about by the tremendous growth this region is experiencing. This work will require the collaborative effort of all Dallas County partners. We'll be setting up a task force made up of city representatives to kick-off this project in about a month. The need for, and the details of, the scope of work will be established at this meeting. We have used each city's MCIP contact to make up this task force. If you'll like to recommend an alternative to your city's current MCIP contact for the task force, please let me know.

Thanks in advance for your cooperation. We look forward to partnering with you in the near future.

Sincerely,

Edith B. Ngwa, Ph.D
Senior Transportation Planner
Dallas County Public Works
411 Elm Street, # 400
Dallas, TX 75202
214-653-7151

May 15, 2003

Clarence:

Enclosed is the Belt Line Rd. Strategy for Redevelopment that was prepared by the Urban Land Institute. Also enclosed is a copy of the Keller Springs Rd. plans, from Addison Rd. to Ledgemont Lane. These plans were designed, but the project was not constructed. The last item we promised to you is the NTTA plans. Unfortunately, the Town has been informed that they are going into a re-design phase on their project. As a result, you may need to make assumptions, in order to complete your proposal and perform the work. If you have any questions, please let me know. Thanks.

Steve C.

Steve C.

1. URBAN INSTITUTE REPORT ON BELT LINE STREETSCAPE
2. NTTA PLANS
3. ORIGINAL RECORD SPRINGS WITH ALTA 1/2 SCALE PLANS

ATTACHMENT A
SCOPE OF SERVICES.

Tasks To Be Performed by PBS&J.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

Option 1 - PBS&J will prepare an estimate of the cost of two-inch hot mix asphaltic concrete overlay as well as a list of factors to consider when evaluating this option. This cost estimate will include the following

1. all the preparation necessary for the overlay, including grinding of the existing surface to the level determined by the Town of Addison and PBS&J
2. removal of traffic markings
3. replacement of any water or sewer mains determined to need replacement
4. conversion of any overhead utilities to underground
5. installation of new "streetscaping": new landscaping, signs street furniture, special crosswalk pavements, intersection pavements, etc.
6. application of any bonding agent necessary for adherence of the overlay to the pavement
7. application of the actual overlay
8. installation of traffic markings and signs
9. adjustment of traffic signalization loops or other equipment
10. traffic control assuming the minimum disruption to the adjoining property-owners

Option 2 – PBS&J will prepare an estimate of the cost to remove and replace the existing Portland Cement Concrete pavement as well as a list of factors to consider when evaluating this option. This cost estimate will include the following

1. all of effort required to remove the existing pavement and place new concrete pavement
2. replacement of any water or sewer mains determined to need replacement
3. conversion of any overhead utilities to underground
4. installation of new "streetscaping": new landscaping, signs street furniture, special crosswalk pavements, intersection pavements, etc.
5. installation of traffic markings and signs
6. adjustment of traffic signalization loops or other equipment
7. traffic control assuming the minimum disruption to the adjoining property-owners

This proposal assumes, for both options

1. that PBS&J will be provided the information about whether or not water or sewer lines will have to be replaced, and, if so, what size and how many linear feet of each will be replaced
2. that PBS&J will be provided the information about which overhead utilities will have to be converted to underground and what lengths of each are involved
3. that the "streetscaping" identified in the 2001 STEP Nomination includes the features that are desired by the Town and that they will be extended for the full length of this project.

Both options will be prepared in an appropriate format with the necessary narrative appropriate to clearly explain the estimates to the Town Public Works staff and to the City Manager.

PBS&J will refine these documents as requested by the Town staff and will present them verbally to the Town Council if requested to do so by the City Manager.

When the Town makes a decision as to which option it will utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of this project. It is assumed that PBS&J will receive the necessary information required for the application, such as traffic accident data, etc.

Tasks to Be Performed by the Town.

1. determine if any water or sewer mains need to be replaced as part of this project
2. obtain or coordinate other utilities to provide the length of each type of overhead utility that must be converted to an underground facility
3. determine whether or not the 2001 STEP Nomination streetscaping plan is to be used for this project
4. provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application
5. review submittals of PBS&J and provide timely comments for revisions

Steve Chutchian

From: DAVID DAVIS [DAVID.DAVIS@farmersbranch.info]

Sent: Wednesday, March 26, 2003 8:38 AM

To: mmurphy@ci.addison.tx.us; schutchian@ci.addison.tx.us; DSchultz@CI.GARLAND.TX.us; RWUNDERL@CI.GARLAND.TX.us; Matthew.Hotelling@CityOfCarrollton.com; Nancy.Cline@CityOfCarrollton.com; Henry_Drexel@cor.gov; Jim_Lockart@cor.gov; Walter_Ragsdale@cor.gov; JLoggins@dallascounty.org; JERRY MURAWSKI; bcrolley@gptx.org; dstephen@gptx.org; lsmith@nctcog.dst.tx.us; tstarr@pbw.ci.dallas.tx.us

Cc: CGoodroad@dallascounty.org; SWilson@dallascounty.org; SMATHEW@dot.state.tx.us

Subject: Re: metric projects deadline

Jack,

Thanks for the info.

How can we help most effectively?

Is this a subject that we all ought to get together to discuss?

Would letters supporting your justification be helpful?

Please keep us posted and let us know what efforts we can make to support Dallas County in avoiding unnecessary delays to these long-awaited projects.

David I. Davis, P.E.
Traffic Engineer
City of Farmers Branch, Texas

DAVID.DAVIS@farmersbranch.info

>>> "Jack Loggins" <JLoggins@dallascounty.org> 03/25/03 11:02AM >>>
Do you want ot get involved in this matter? Obviously, converting all these unbuilt projects will create more delays and since the project has been underway for 4-7 years with the designers, they will greatly increase their costs in an attempt to cover the overrruns that have occurred because of this long process.

Jack W. Loggins, P.E., Dallas County Consultant
Parson's Brinckerhoff
411 Elm Street, 4th Floor, Dallas, Texas 75202
214-653-7136 FAX 214-653 -6445

>>> "Suja Mathew" <SMATHEW@dot.state.tx.us> 03/24 11:52 AM >>>
Craig:
August, 2003 is the deadline for us to submitting the metric projects.
I am trying to get a metric exception for the rest of the CMAQ projects.
We have to convince Austin with our good reasons for maintaining these projects in Metric. Please forward me the justification ASAP. Thanks for your assistance.

Suja

Steve Chutchian

From: Isela Rodriguez [IRodriguez@dallascounty.org]
Sent: Thursday, February 13, 2003 12:55 PM
To: ferriswater@airmail.net; jlandon@airmail.net; ferriswater@azmail.net; Jim.sparks@cedarhilltx.com; ruth.antebi@cedarhilltx.com; Jpierce@ci.addison.tx.us; Schutchian@ci.addison.tx.us; kgriffin@ci.coppell.tx.us; Gvazquez@ci.desoto.tx.us; Kbolton@ci.desoto.tx.us; tjohnson@ci.desoto.tx.us; wshumac@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us; pavageam@ci.farmers-branch.tx.us; mpolocek@ci.garland.tx.us; Rwenderl@ci.garland.tx.us; Rwunderlich@ci.garland.tx.us; jerryh@ci.grapevine.tx.us; jcline@ci.irving.tx.us; jdriscoll@ci.irving.tx.us; jlandon@ci.lancaster.tx.us; jdittman@ci.mesquite.tx.us; rberry@ci.mesquite.tx.us; afrussy@ci.rowlett.tx.us; jchancellor@ci.rowlett.tx.us; Jspeer@ci.university-park.tx.us; msferra@ci.wylie.tx.us; wmcdonald@cityofbalchsprings.com; John.romberger@cityofcarrollton.com; randy.walhood@cityofcarrollton.com; Thomas.Geier@cityofcarrollton.com; tdingler@cityoflewisville.com; batkinson@cityofsachse.com; jcrase@cityofsachse.com; jcrase@cityofsachse1.com; Mikehitt@cityofseagoville.org; cityadministrator@cockrell-hill.tx.us; walter_ragsdale@cor.gov; CSTRINGE@dwu.ci.dallas.tx.us; eholey@dwu.ci.dallas.tx.us; Esteitl@dwu.ci.dallas.tx.us; Lholgui@dwu.ci.dallas.tx.us; nvaughn@dwu.ci.dallas.tx.us; citymanager@glennheights.com; Dstephen@gptx.org; rlarkins@gptx.org; mdadgostar@hptx.org; ovillacamp@netscape.net; ahendrix@pbw.ci.dallas.tx.us; cityofhutchins@prodigy.net; Bsprings@swbell.net; publicworks@townofsunnyvale.org
Cc: DHolzwarth@dallascounty.org; DStringfellow@dallascounty.org; ENgwa@dallascounty.org; JHedge@dallascounty.org; KElkhalid@dallascounty.org; KJackson@dallascounty.org; LStuart@dallascounty.org
Subject: MCIP MS Access Application Downloadable for Review

Greetings Dallas County Partners:

January's MCIP workshop benefitted from the participation of over half of the member cities. The department greatly appreciates your time and input and hopes you found it to be a productive meeting as well. One of the items covered at this meeting was the new MCIP application. The format has been changed from Excel to MS Access 97. As requested, we are providing a draft version of it so that cities may become familiar with the format and have time to work out any technical difficulties prior to the issue of the next call-for-projects. Additionally, we would like input from the cities by February 21st as to whether a workshop geared specifically to learning the new application is necessary.

The DRAFT version of the MS Access application has been placed on Dallas County's website for your review:

http://www.dallascounty.org/html/citizen-serv/pubwks/mcip-projects.html

We suggest you download it using Internet Explorer, as some people have experienced difficulty using Netscape for this purpose. If you are unable to download it with either browser, send us an email with your mailing address and we will get it to you on a CD.

Additionally, a set of instructions on using the database and the technical methodology are also on the webpage.

If you need assistance with using the application do not hesitate to contact me. Contact information can be found on the instruction sheets themselves. Please let us know if anything on the DRAFT MCIP application or instructions do not make sense.

Don't forget to get your comments back to Dr. Edith Ngwa (Engwa@dallascounty.org) or myself by the 21st.

We look forward to hearing from you.

Isela Rodriguez
Transportation Planner
Dallas County Public Works
214-653-6417
****

DRAFT

Part 1. Project Identification

MCIP Number: 1 District: 3 City: Dallas County

Project Name/Location: Example Lane Widening

Beginning: Intersecting Road 1 Ending: Intersecting Road 2 MAPSCO: 46B

Project Length: 1.875 Miles Functional Class: Not on Regional Ave Num of Accidents for last 3 years: 7

Condensed Description of Proposed Improvements: Widen from 2 to 4 lanes, with storm sewer improvements. Add 6' wide sidewalks to both sides.

Part 2. Pavement and Centerline Alignment

Proposed Pavement Section: 4 lane divided.

Current Pavement Conditions: Fair Pavement Design Criteria: City of Dallas, TxDOT

	Existing eg. 2-12' lanes	**Proposed**
Pavement Width:	2 - 11' lanes, 3' shoulders	4 - 12' lanes with C&G
Pavement Surface Type _Thickness:	Asphaltic Surface, 2"	PCCP, 10"
Pavement Base Type Thickness:	Flexible Base, 8"	AC, 4"
Pavement Subgrade Type Thickness:	Stabilized Subgrade, 6"	CSB, 8"
Parkway Width:	0	12'
Sidewalks Width:	0	2, 6'
Through Lanes Width:	2, 11'	4, 12'
Left Turn Lanes _Width:	0	1, 10'
Left Turn Storage Length:	0	100'
Right Turn Lanes:	0	0
Median Width:	0	33'
Bicycle Lanes Width:	0	2, 5'

Grade Requirements:

Average Expected Cut: 3'

Average Expected Fill: 0

☑ Is Centerline aligned with Center of ROW?

If not, how much is it offset from the center and to which side?

For Projects with Repairs:

Type of Repair:

Actual repair size:

include sq ft and linear ft of edge

Part 3. Traffic

Design Speed:	45	mph
Average Posted Speed:	35	mph
Average Operating Speed:	25	mph
Traffic Volume:	2000	
Traffic Volume Source:	NCTCOG	

Presence of Bus and/or Heavy Truck Traffic? ☑

Part 4. Drainage

Storm Sewer Design Criteria:

25 Year Frequency

	Existing	**Proposed**
Number of Culverts and their dimensions: (barrels, SxHxL)	2 barrels, 11'X5'	2 barrels, 11'X5'
Bridge length and width:	200', 40'	200', 100'

Is any section of the road under the 100 year flood plain? ☑

Part 5. Utilities

- [x] Water Lines
- [x] Gas Lines
- [x] Storm Sewer
- [ ] Sanitary Sewer
- [x] Cable
- [x] Electricity Lines

- [ ] Railroad Lines
- [ ] TRA Lines
- [ ] Transmission Lines
- [x] Underground Vaults

Other Underground Utiliti: fiber optics

Document known Risks for Utility Partners: duct bank

- [ ] Utilities are on Existing Street ROW
- [x] Utilities Own their ROW or have Previous Easements
- [x] SUE (Subsurface Utility Engineering) will be needed

Any Special Considerations?

Part 6. ROW Acquisition

A. Safety

- [ ] Transit (DART lines)
- [x] School
- [x] Church
- [ ] Municipal Buildings

Other

B. Environmental

- [x] Floodplain
- [x] Lake
- [ ] Historical Designation
- [ ] Cemetery
- [x] Junkyard

Other

C. Right of Way

ROW Contact Person	Mr. Rowman
Phone Number:	(214) 753-6859
Existing ROW Width:	60'
Proposed ROW Width:	115'
Number of ROW Parcels:	25

Area of ROW required:

Fee Acquisition:	150,000	sq. ft.
Permanent Easement:	30,000	sq. ft.
Temporary Easement:	50,000	sq. ft.

Number of Bisected:

Houses:	0
Commercial Buildings:	1

D. General Acquisition Costs

Estimated Cost of Land Only	$75,000.00
Cost of Improvement in ROW	$125,000.00
Number of Parcels with Damages:	5
Cost of Damages:	$100,000.00
Number of Bisected Improvements:	1
Cost of Bisections:	$150,000.00
ROW Subtotal:	$450,000.00
Inflation Factor (6 years)	$81,000.00
Total ROW Cost:	$531,000.00

Comments on ROW Availability/ Easements: Bisected improvement is a school. XYZ addition has 20' dedication for ROW.

List and Explain Any Non Conformity Issues: Junkyard on South Side of the project does not comply with zoning.

Part 7. Other Amenities to the Project

***These items may not be covered under MCIP contract.

- [x] Landscaping***
- [ ] Exposed Aggregate Driveways, Sidewalks***
- [ ] Stamped/Colored Concrete***
- [ ] Irrigation***
- [ ] Brick Pavers***
- [x] Street Lighting

- [x] Traffic Signals
- [x] Pavement Markings
- [ ] DART Bus Turnout
- [ ] Bus Stops or Shelters
- [ ] Water Utility Improvements*
- [ ] Water Utility Relocation***
- [x] Sanitary Sewer Improvements***

- [ ] Sanitary Sewer Relocation**
- [ ] Retaining Walls
- [x] Sod, Seeding, Topsoil
- [x] Drainage Improvements
- [ ] RR Crossing Improvements
- [x] Grade Separations
- [ ] Ramps or Connectors to TxDOT Facilities

Part 8. Public Involvement

- [x] Has your City Council Approved the Project?
- [x] Has Any Opposition been encountered?

Comments on Opposition: Currently in negotiations due to related project. Expected to reach agreement late Summer 2003.

Other General Comments: Related project is an apartment complex housing 100 families.

Part 9. Project Cost

Paving and Drainage:	$1,650,000.00	Design:	$225,150.00	**Total Project Cost:**	$3,494,370.00
Bridge:	$0.00	Right Of Way Cost:	$531,000.00	- Utility/Amenities:**	$15,000.00
Lighting:	$150,000.00	SUE:	$35,550.00	Shared Cost=	$3,479,370.00
Signal:	$175,000.00	Utility/Amenities:*	$15,000.00	Percent of Local Contribution	50 %
Railroad:	$0.00	**Subtotal 2=**	$3,176,700.00		
Subtotal 1=	$1,975,000.00	Project Delivery:	$317,670.00	**City's Share:**	$1,739,685.00
Inflation:	$355,500.00				
Materials Testing:	$39,500.00	Supporting Comments Regarding Cost:			
Construction Total	$2,370,000.00				

*** Utilitly/Amenities costs typically borne by City

10. Please submit maps and supporting documents depicting the project and needs. Sketches are also welcome and appreciated.

DRAFT

Dallas County

Major Capital Improvement Program (MCIP)
Application Instructions

The following instructions provide a detailed description of the information requested for each field within the MS Access 97™-based Project Application. The application was designed to solicit sufficient information to convey a thorough understanding of each proposed project. It is recommended that a team composed of Planners, Engineers, and Right Of Way agents be assembled to completely fill-out the application for each proposed project. Additionally, cities are strongly encouraged to submit all available documents on the proposed project such as design plans, ROW parcel acquisition/donations, and preliminary engineering specifications, in order to assist the County in the project cost estimation, evaluation, and selection process.

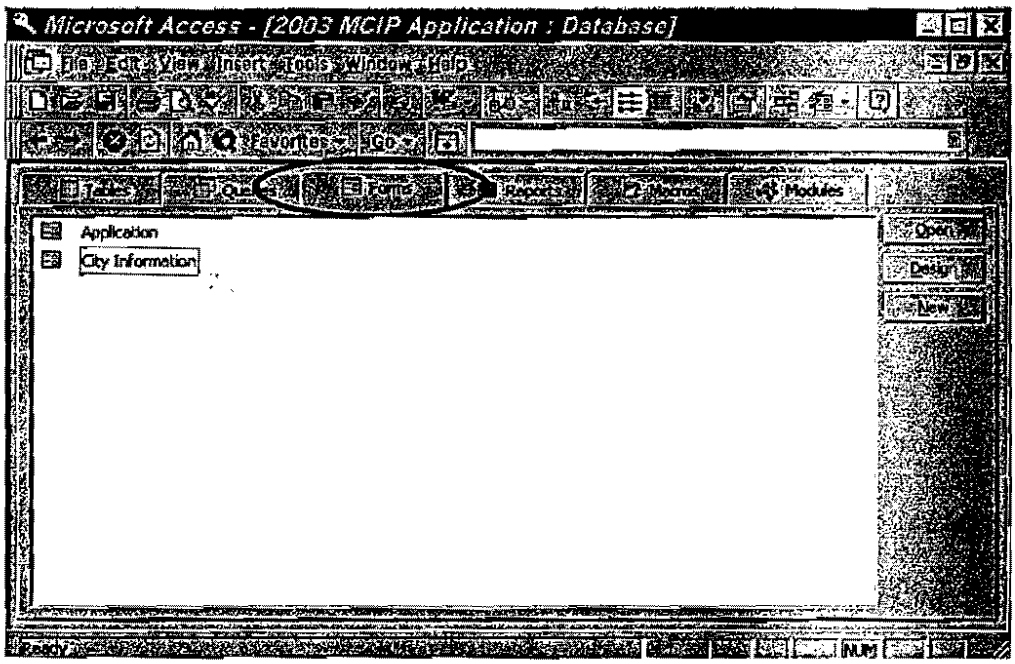
Table of Contents

Step 1: Accessing the Application

Because this application is being distributed on a CD, you will need to save a copy of the application to your hard drive in order to save any entries you make to the form. It is also recommended that you save these instructions in the same folder for quick reference.

Step 2: Entering Contact Information and Navigating MS Access 97™

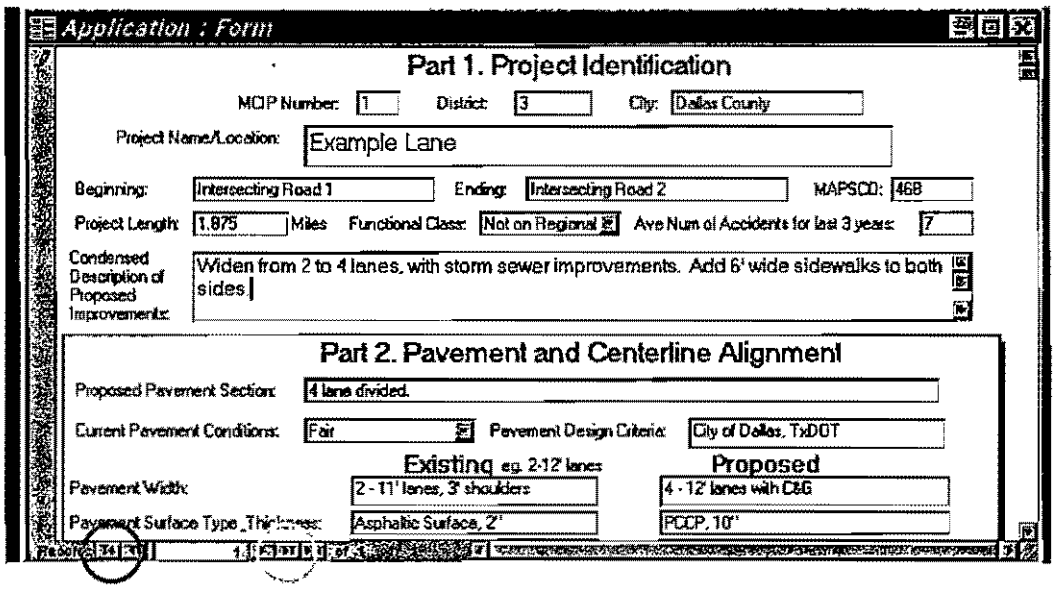
After you copy the contents of the CD to your hard drive, you are ready to launch the '2003 MCIP Application' Database. Open it up and find the Forms tab (pink circle). Click on the Forms tab. In the Forms tab you will see a form called "City Information". Point the cursor to this form and double click on it to open it.



Once you open the "City Information" form, you will see a space to enter your city's name, the project contact person's name, email, mailing address, and phone numbers. You can advance along the form by using your keyboard "Tab" key or the point-and-click method. Upon completion of this form, you may close the 'City Information' form by clicking on the "X" in the upper right corner of the form window. The data you entered will automatically be saved. Be sure to click on the lower "X" as clicking on the upper "X" will close the MS Access application.

Step 3: Entering Project Information

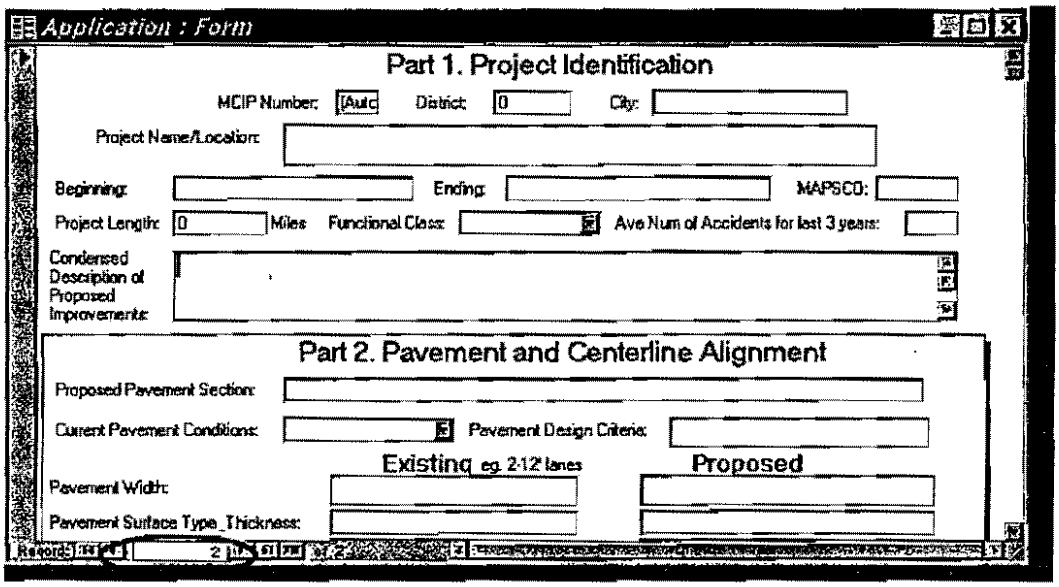
You are now ready to begin filling out the project information. Once again, looking at the Forms tab, you want to open up the 'Application' form. Upon double clicking on 'Application', the following should appear:



Notice that the **first record** has been filled out. This has been provided as an example only of the kinds of responses requested for each question. Whenever you are unsure of what to enter into a field, you can press the button on the bottom left corner of the screen that has a green circle around it above. It is a bar line with a left arrow next to it. This button brings you back to the first record, which in this case is the example record. Once you have looked at the field in question, press the right arrow bar line (yellow circle) and it will take you to the last record in the database, which in a sequential order of input would be the one you were just working on. Additionally, the button with the left and right arrows alone allow you to go through your applications in order of input either backwards or forwards respectively

The **scroll bar** on the right side of the form allows you to go up and down on the application form. Take a moment to scroll down to the end of the example application noticing the number of parts (sections) in this application and the types of questions requested in each. Upon becoming familiar with the application you are now ready to enter the information for your first application.

Press the Right Arrow Star button that is located to the right of the yellow circle above. This button means a new record will now be entered. At this point the number between the arrows we have been looking at will change to 2. This number will change sequentially as more projects are added. The screen at this point should show the following:



Point your cursor to the District field and begin entering your project-specific information. After entering the number of the Dallas County district in which the project is located, you can move ahead by pressing the 'Tab' key. Once you have tabbed your way to the bottom of the application and filled in all of your project information, pressing tab again will automatically start a new record for you. At that point you will see that the number in the bottom of the screen between the arrow boxes (purple circle) increased by one.

Continue filling in all project information. You can leave off and come back to any and all applications as time permits. If the example alone (record 1) does not provide a clear enough explanation of the desired input, you can also access explanations to each field in the "Individual Field Identification" instructions provided below.

Step 4: Submitting your Applications to Dallas County

Congratulations! You have now entered all of your project information and saved it to your hard drive, or network computer. The task at hand now is to get the information back to Dallas County in time for the submission deadline. The following two things should be provided to Dallas County:

1) Paper Submittal of all Applications and Cover Sheet:

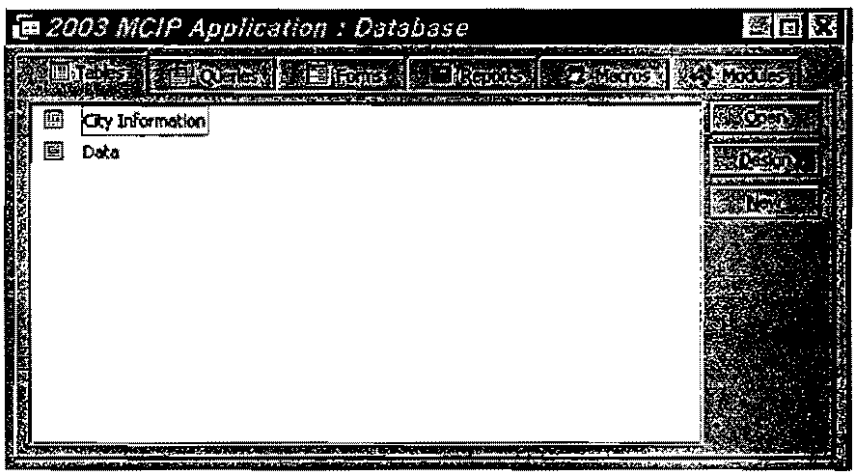
Go to the "Reports" Tab in the Access Application. You will see two reports labeled '2003 MCIP Application' and 'Application Cover Page'. Open each up one at a time and print both out. Be sure to Preview each report to ensure the margins are set correctly on your computer so that you do not end up with wasted paper. Each application should print out on three sheets of paper. Some of the fields may not print out the inputted text in its entirety. Do not worry about those fields, part two of the submittal will provide us with the hidden information is for.

The 'Application Cover Page' will show your main contact information and should display the correct number of applications you are submitting. Upon verification of those items, preview the report and print it out. If there are any errors in the data, they can be corrected in the Forms tab where you originally entered your city's contact information. If the number being represented as number of submittals is incorrect, simply cross it out on your paper copy and write the correct number in. You will be mailing in this packet of information, together with any supporting data such as maps, titles, etc. to Dallas County Public Works, care of Dr. Edith Ngwa. The address should have printed out with your 'Application Cover Page' as a separate sheet.

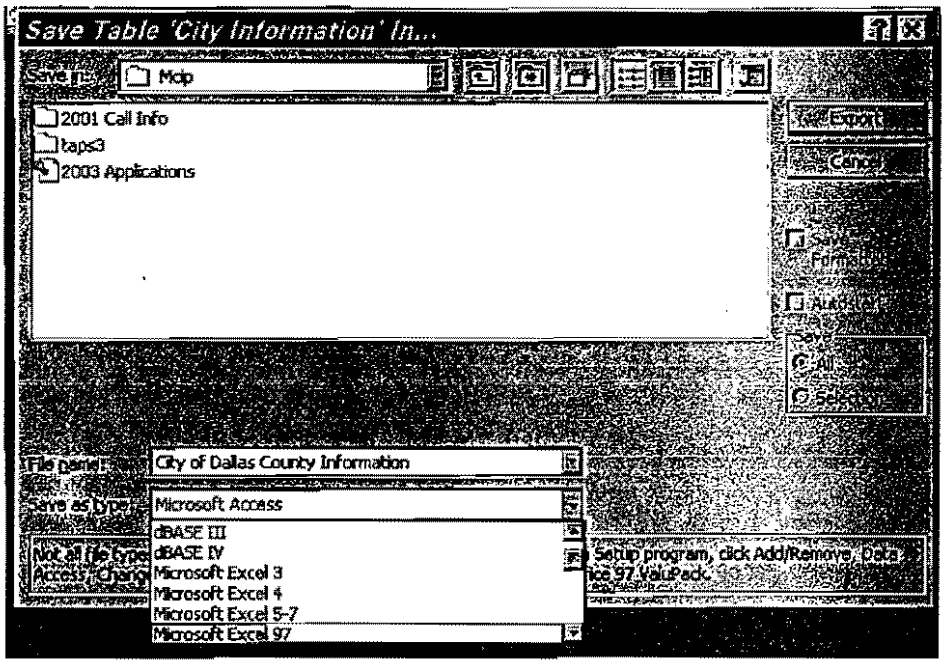
2) Electronic Submittal of Database

Dallas County also needs to receive the database in an electronic format along with the paper copy. Since the application file will be too large to email, you will have to burn it onto a CD. Those cities with CD burners will be able to burn their completed copy of the 2003 MCIP Application back onto the original CD for submittal to Dallas County **(Preferred Method)** and include it in the same package as the paper copies.

If you **do not** have a CD burner, you can try zipping the file onto a diskette or emailing it in its zipped state. If neither of these work, the next option would be to convert the individual tables into an Excel spreadsheet and email them to Dallas County. You can convert the tables into Excel by doing the following:



Go to the Tables Tab. You will see two tables in this tab called 'City Information' and 'Data'. Highlight the 'City Information' tab as shown below.
Right click on 'City Information' once. Next, select "Save As/Export". Make sure the "To an External File or Database" button is selected and click OK. Change the file name to "City of [Your City Name] Information" and the file type to Excel as shown below:



Click Export and repeat for the 'Data' Table as well, renaming it 'Data for the City of [Your City Name]'. The Excel spreadsheets created should be substantially smaller and fit into a diskette or email format. If again, they are not, call me (Isela Rodriguez) at (214) 653-7151.

Individual Field Identification

Part 1. Project Identification

MCIP Number:	This field will be populated automatically and requires no input on the part of the City.
District:	Dallas County Commissioners' District in which project is located (1-4)
City:	The City submitting the application
Project Name/Location:	Street on which project is located and one word explanation (Widening, Repaving, etc.)
Beginning:	For linear projects, enter the point of beginning; for intersections, enter the cross-street
Ending:	For intersections, enter N/A
MAPSCO:	Give the project location in the MAPSCO
Project Length:	Length in miles. For intersections, enter 0.25 miles
Functional Class:	Select 2001 Regional Thoroughfare Plan classification According to NCTCOG of project street from the drop down menu: Freeway; Regional Arterial; Other Arterial; Not on Regional Thoroughfare Plan
Average Number of Accidents:	Based on police accident records, state the average number of accidents that have occurred in the proposed project location in the last 3 years.
Condensed Description of Proposed Improvements :	Fully describe the proposed project concisely.

Part 2. Pavement and Centerline Alignment

Proposed Pavement Section:	Number and width of lanes. If known, indicate if the road is to be divided (D) or undivided (U).
Current Pavement Condition:	Select the condition of the roadway from the drop down list - Excellent, Good, Fair, or Poor.
Pavement Design Criteria:	List the order of precedence of design standards. Some of the standards are TxDOT, NTCOG, City and AASHTO standards. An example would be City of Dallas, NTCOG and TxDOT. This example says that the City of Dallas standards are over NCTCOG which is over TxDOT. If a specific city standard is not used the county will assume to use the City of Dallas standards.

EXISTING AND PROPOSED:

Pavement Width: For existing roadway – list the width of pavement. Examples are 2- 11 ft. lanes or 3- 10 ft. lanes or 24 ft. For proposed roadway – list the number and width of the lanes. The width should be in feet.

Pavement Surface Type & Thickness: For the existing roadway – list the surface type of the road and its thickness in inches. Examples are asphalt, asphalt over concrete or concrete pavement. For the proposed roadway – Enter the type of pavement surface desired and its thickness.

Pavement Base Type & Thickness: For the existing roadway, enter the thickness in inches of the base pavement and its type. If the current pavement thickness is unknown, state unknown. For the proposed roadway enter the minimum pavement thickness and type.

Pavement Subgrade Type & Thickness: For the existing roadway, enter the thickness in inches of the pavement subgrade and its type. If the current pavement thickness and material are unknown, state unknown. For the proposed roadway enter the minimum subgrade pavement thickness and type.

Parkway Width: In feet, state the width of Right of Way from the back of the curb to the Right of way line. If no curbs, state the distance from the edge of the pavement to the Right of Way line along with no curbs. The parkway usually contains the sidewalk and the utilities such as electric, gas, water meters and cleanouts. If the parkway width is not the same on each side of the road state such. An example is 10 ft E and 14 ft. W which means 10 feet on the East side and 14 feet on the West side of the road.

Sidewalks & Width: If no sidewalks, enter "0"; if sidewalks on one side, indicate which side (L,R,N,S,E,W)and width in feet; if sidewalks on both sides, enter "2"and width of each in feet. Eg.: 2, 6' means there are 6 foot sidewalks on both sides.

Through Lanes & Width: For corridors, use the minimum number of through lanes in both directions anywhere within the project limits. For example, a roadway that at its narrowest provides for one lane of through traffic in each direction would be encoded as "2". Note that dual left turn lanes or auxiliary lanes are not included. For intersections, use the maximum number of lanes available for through traffic for the direction with the minimum number of lanes, including shared lanes. For example, an intersection that provides for 3 through or shared /through lanes in one direction but only two in the other would be encoded as "2". Note that exclusive turn lanes are not included in this count.

Left Turn Lanes & Width: **For corridors**: reflects the presence of continuous left turn lanes or bays at every intersection. **For intersections**: this value is the maximum number of exclusive or shared left lanes on the approach with the minimum number of left turn lanes. (See comment for through lanes)

Left Turn Storage Length: What is the length of the left turn storage bay in feet?

Right Turn Lanes: **For corridors**: reflects the presence of auxiliary accel/decel and right turn lanes. **For intersections**: enter the maximum number of right turn

lanes (exclusive and shared) on the approach with the minimum number of such lanes.

Median Width: For the existing roadway, state the width in feet of the median from the inside edge of the pavement to the other inside edge of the pavement. If there is not a median then state 0. For the proposed roadway state the desired width of the median in feet.

Bicycle Lanes & Width: If no bicycle lanes, enter "0"; if bicycle lanes on one side, indicate which side (L,R,N,S,E,W); if bicycle lanes on both sides, enter "2". After determining side, enter width of lanes in feet. Eg.: 1 N, 12' (Bicycle facility on the north that is 12' wide.)

Grade Requirements

Average Expected Cut: If known state the average amount of material to be removed in feet.

Average Expected Fill: If known state the average amount of material to be added in feet.

For Projects with repairs

Type of Repair: Identify the type of repair to be done by selecting from the drop down list. If your repair type does not fall into any of the drop down list categories, type it in.

Actual Repair Size: State the size of the area to be repaired in square feet and linear feet of edge.

Is centerline aligned in center of ROW? If not, how much is it offset from the center and to which side?: Yes / No. Check the box for yes. If it is not aligned, state in feet the distance from the roadway centerline to the midpoint of the Right of Way.

Part 3. Traffic

Design Speed: Speed the roadway was designed for.

Average Posted Speed: For corridors with more than one speed limit, the average posted speed (in miles per hours) is the weighted average of the posted speeds. For intersections, enter the highest posted speed of the intersecting roads.

Average Operating Speed: Operating speed at period of peak demand, in miles per hours, calculated by dividing the length of the project by the time required (in hours) to traverse the projects.

Traffic Volume: The average daily traffic (adt) of the facility to be improved. For new roadway facilities, enter "N/A"

Traffic Volume Source: The source of traffic volume information. For estimates, enter "Estimate"; for real world data, enter "Count" and the month and year of the count.

Presence of Bus and/or Heavy Truck Traffic: Check the box if the project is on a roadway that experiences bus or heavy traffic. Leave box unchecked if it does not have heavy vehicles on it.

Part 4. Drainage

Storm Sewer Design Criteria: State what storm sewer or drainage manual are proposed. Is no storm sewer is needed then state N/A. If a storm sewer is to be installed and the city does not have their own manual then use the City of Dallas Manual.

EXISTING AND PROPOSED

Number of culverts and dimension of culverts: State number and dimension of existing and proposed culverts. If none exists and/or is being proposed, enter "N/A"

Bridge length and width : State length and width of existing and proposed bridge. If none exists and/or is being proposed, enter "N/A"

Is any section of the road under the 100 year flood plain?: Check box for "Yes", Leave blank for "No"

Part 5. Utilities

For each of the following utilities, please check if it exists in the proposed project.

Water Lines:

Gas Lines:

Storm Sewer:

Sanitary Sewer:

Cable:

Electricity Lines:

Railroad Lines:

TRA Lines:

Transmission Lines:

Underground Vaults:

Other Underground Utilities: Please state any other utilities not listed above that exist in the proposed project location

Document known risks for utility partners: State any known risks for utility partners

Utilities are on existing street ROW: Check if utilities exist on street ROW and leave blank if they do not

Utilities own their ROW or have previous easements: Check the box if utilities are located on their own ROW or have an existing easement and "No" if utilities are located on street ROW

SUE (Subsurface Utility Engineering) will be needed: Check the box if SUE will be needed

Any Special Considerations: Please state any other concerns or special considerations for utility relocation from the project ROW

Part 6. ROW Acquisition

A Safety

Check if the following exist or are proposed as part of the project.

Transit (DART Lines):

School:

Church:

Municipal Buildings:

Other: State any other safety issue that might exist in the proposed project location

B. Environmental

Check if the following exist / apply in the proposed project.

Floodplain: Please indicate the FIRM Panel number in the "Comments of ROW Availability/Easements" Box

Lake: If present, indicate proximity (in feet) of a lake to the project in the "Comments of ROW Availability/Easements" Box. If project crosses lake, please say so.

Historical Designation: Please indicate location and organization that bestowed the designation in the "Comments of ROW Availability/Easements" Box

Cemetery: Please indicate name of cemetery and contact person if known in the "Comments of ROW Availability/Easements" Box

Junkyard: Please indicate if junkyard is present and any contact information known in the "Comments of ROW Availability/Easements" Box

Other: State any other environmental issue that might exist in the proposed project location and contacts if known

C. Right of Way

ROW Contact Person: Who is the person to contact for ROW questions in your organization?

Phone Number: What is the ROW contact's phone number?

Existing ROW width: This is the width of the road right of way before the project. If the width is variable please include a map to indicate the varied widths with your project submittal.

Proposed ROW width: This is the amount of right of way that it will required to complete the project

Number of ROW parcels: Number of Properties that will be impacted by the project. Please include easements in this number.

Area of ROW Required

Fee Acquisition: What is the acquisition fee?

Permanent Easement: State if there is a permanent easement

Temporary Easement: State if there is a temporary easement

Number of Bisected:

- **Houses:** Enter the number of houses being bisected.
- **Commercial Buildings:** Enter the number of commercial buildings being bisected.

Comments on ROW Availability: Please indicate any properties that may be a dedicaion possibility or that are known to be against the project being completed.

D. General Acquisition Costs

Estimated Cost of Land Only: An estimate of the consideration due the land owners for the land to be acquired without reguard to improvements or damages

Cost of Improvement in ROW: The compensation due to the land owners for the improvements with in the acquisition area. This will include Landscaping , driveways and other flatwork, fencing, and all other improvements in the acquisition area.

Number of parcels with damage: List the number of parcels with damage

Cost of damages: State cost of damages

Number of bisected improvements: List number of bisected improvements

Cost of Bisections: State cost of bisection

ROW Subtotal: Subtotal of all above costs (Automatically added up. If nothing is shown, be sure $0 are entered where no costs will accrue above.

Inflation Factor (6 years): Cost of inflation over 6 years.

Total ROW Cost: Total costs of all ROW items above, plus inflation

List and explain any non-conformity issues: Ex. Contaminated Soil, service stations, fuel tanks, landfills, noise walls, trailer parks, tree ordinances, etc.

Part 7. Other Amenities to the Project

Please check if the following amenities are proposed as part of the project. The cost of items with asterisks may not be covered by Dallas County.

Landscaping:

Exposed Aggregate Driveways, Sidewalks:

Stamped/Colored Concrete:

Irrigation:

Brick Pavers:

Street Lighting:

Traffic Signals:

Pavement Markings:

DART Bus Turnout:

Bus Stops or Shelters:

Water Utility Improvements:

Water Utility Relocation:

Sanitary Sewer Improvements:

Sanitary Sewer Relocation:

Retaining Walls:

Sod, Seeding, Topsoil:

Drainage Improvements:

RR Crossing Improvements:

Grade Separations:

Ramps or Connectors to TXDOT Facilities:

Part 8. Public Involvement

Has your City Council Approved the Project?: Check if Yes.

Has any Opposition been encountered?: Check if Yes.

Comments on Opposition: State the nature of the opposition encountered, if any

Other General Comments: State any additional comments you may have on public involvement

Part 9. Total Project Cost

Paving and Drainage Cost : Includes paving, drainage, sidewalks, bike lanes, and handicap ramps

Bridge: Cost of bridge (Typically $60/Sq. Ft._

Lighting: Cost of lighting (Typically $3800 / light based on one light per 200 feet)

Signal: Cost of signals

Railroad: Railroad cost (Typically $200,000 for 4 lanes or $300,000 for 6 lanes)

Subtotal 1: Cost of paving and drainage + Bridge Cost + Lighting Cost + Signal Cost + Railroad Cost (if any).

Inflation: 3% / year X 6 years X Subtotal 1

Materials Testing: 2% X Subtotal 1

Construction Total: Subtotal 1 + Inflation + Material Testing

Design : Cost of design
(11% X Construction Total if Construction Total is $1 million or less
9.5% X Construction Total if Construction Total is between $1 million and $5 million
7% X Construction Total if Construction Total is between $5 million and $25 million)

ROW Cost:	Total cost of ROW, carried over from ROW section automatically
SUE:	Cost of Sub-surface Utility Engineering (Typically 0 to 1.5%, depending on utilities involved in the project, X Construction Total.)
Utility/Amenities:	Cost of utility will be added to only city share of total project cost
Subtotal 2:	Subtotal 1 + Construction Total
Project Delivery Cost:	10% X Subtotal 2
Total Project Cost:	Total of all project costs above
Shared Cost:	Total project cost less cost of Utility/Amenities
Percent of Local Cost Contribution:	The percent of the total project cost your city is willing to contribute
City's Share:	The share of total cost borne by the city, based on percent of local contribution
Supporting Comments Regarding Cost:	State any other supporting comments regarding project cost. For example, if city has already paid for design cost and plans exist, or city will pay for the entire cost of utility relocation, etc.

Please do not forget to mail your supporting documents!

STATE OF TEXAS §

COUNTY OF DALLAS §

MASTER AGREEMENT GOVERNING

TRANSPORTATION
MAJOR CAPITAL IMPROVEMENT PROJECTS

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

WITNESSETH

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

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

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

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

AGREEMENT

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

a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.

b) **CITY** shall mean the City of _____, County of Dallas, State of Texas.

c) **COUNTY** shall mean the County of Dallas, State of Texas.

d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include

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

e) **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.

f) **INDIRECT COSTS** shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.

g) **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791 .

h) **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.

i) **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.

j) **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.

k) **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

l) **PREDESIGN CHARRETTE** shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.

m) **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.

n) **PROJECT TEAM** shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.

o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.

p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

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

q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

(r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.

~~(s)~~(s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.

~~(t)~~(t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.

~~(u)~~ (u) **TxDOT** shall mean the Texas Department of Transportation.

(v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.

(w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.

(x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all **UTILITIES** located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

(y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES, excluding CITY UTILITIES,** whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.

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

Article II. PERIOD OF THE AGREEMENT

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

Article III. AMENDMENTS

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

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

1. TERMINATION

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

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

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

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

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

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

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

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

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

E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.

F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption

G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

2. **FORCE MAJEURE:**

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

Article V. <u>INDEMNIFICATION</u>

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

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

Article VI. NOTIFICATION

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

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

Dallas County Public Works

Donald R. Holzwarth, P.E., Director

411 Elm Street, Suite 400

Dallas, Texas 75202-3389

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

_____

City, Texas

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

Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:

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

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

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

CITY shall bear the entire cost of:

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

2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;

3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES.

4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;

5. CITY Indirect Costs.

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

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

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

D. ~~D.~~—To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT**.

E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.

F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in

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

G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.

L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.

M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.

N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.

O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN** .

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

Article VIII. UTILITY IMPACTS.

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

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

Article IX. COUNTY AGREES AS FOLLOWS:

A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of

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

A.C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE , preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.

E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.

F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.

G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

I. To require all contractors to secure all necessary permits required by CITY on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.

K. In and for Ten Dollars ($10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.

L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

Article X. PREDESIGN CHARRETTE

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

B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette .

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

Article XI. FUNDING

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

B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and ~~all~~the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding ~~for the project~~ has been ~~certified in writing to have been~~ placed

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

C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

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

Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.

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

Article XII. RIGHT OF ENTRY

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

Article XIV. LIST OF PROJECTS

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

Article XV. MISCELLANEOUS GENERAL PROVISIONS

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

B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

E. **Federal or State of Texas Funding**. In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

F. **Headings**. The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.

G. **Number and Gender**. Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The City of _____, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes_____Dated the ____day of _____, 200_ .

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

CITY OF _____

BY_____
TITLE

ATTEST_____
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY_____
LEE JACKSON, COUNTY JUDGE

APPROVED AS TO FORM:

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

Passed 5/28/02

#2d-1

Council Agenda Item: #2d

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:

Project	Amount
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.

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

COURT ORDER

ORDER NO. 2002 1375

DATE: JUL 3 0 2002

STATE OF TEXAS ¶
¶
COUNTY OF DALLAS ¶

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 30th day of July, 2002, on motion made by Jim Jackson, Commissioner of District No. 1, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

WHEREAS, the matter set forth below was briefed in Commissioners Court on July 23, 2002; and

WHEREAS, in order to implement the projects requested by the Town of Addison for the Major Capital Improvement Projects (MCIP) for the Program Years 2004, 2005, and a portion of 2006, it is necessary to execute a **MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison; and

WHEREAS, pursuant to Court Order 2000-2117 Dallas County Commissioners Court approved participation in the MCIP with a list of proposed accepted projects attached to the Court Order; and

WHEREAS, the Town of Addison has submitted the referenced agreement for final execution which is attached for execution by Commissioners Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the County Judge is hereby directed and authorized to execute the **attached MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison.

DONE IN OPEN COURT, this the 30th day of July, 2002.

Lee F. Jackson, County Judge

Jim Jackson, District 1

Mike Cantrell, District 2

ABSENT
John Wiley Price, District 3

Kenneth A. Mayfield, District 4

Recommended for Approval:

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

DALLAS COUNTY
PUBLIC WORKS

August 15, 2002

Mr. Michael Murphy
Director of Public Works
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: **TRANSMITTAL OF MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS**

Dear Mr. Murphy:

Enclosed please find one (1) copy of the referenced MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS, along with a copy of Court Order No. 2002-1375,dated July 30, 2002, for your records and use.

Should you have any questions or comments, please do not hesitate to contact this office. Thank you for your cooperation in this endeavor. We look forward to working with your city on future thoroughfare projects.

Sincerely,

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

DRH:ABR:JCN/dlc

enclosure

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

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 R02-045 **, Minutes** _____ **Dated the** 28th **day of** May **, 2002 .**

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number 2002-1375 **and passed on the** 30th **day of** July **, 2002.**

TOWN OF ADDISON
COUNTY OF DALLAS, TEXAS

BY: _____
RON WHITEHEAD, CITY MANAGER

DATE: _____

COUNTY OF DALLAS, TEXAS

BY: _____
LEE JACKSON, COUNTY JUDGE

DATE: 7/30/02

ATTEST:

BY: _____
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

APPROVED AS TO FORM:

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

PBS&J

An employee-owned company

July 2, 2003

Mr. Steve Chutchian
Town Engineer
Town of Addison
16801 Westgrove Dr
Addison, Texas 75001-9010

RE: Cost Estimate for Beltline Road

Dear Mr. Chutchian:

Attached is a proposed contract to prepare a cost estimate and a Dallas County application for Beltline Road. We appreciate the opportunity to submit this proposal and are anxious to begin this project.

Based on our discussions, we are providing this proposal with the understanding that this project is a rather straight-forward cost estimating effort along with the preparation of the Dallas County application

We propose that we perform this work on an hourly basis. We have been asked to provide a maximum amount, which we have done. Obviously this amount is based on our best estimate of time required to perform the tasks in the scope of services that we have developed. We feel this is a very "tight" estimate and will depend on the full cooperation of the Town's Public Works staff in providing information, making decisions and timely reviewing our submittals in order for us to accomplish this project within our budget and the timeframe required.

We trust that this contract is agreeable to you and anticipate the return of one executed original with a notice to proceed within approximately one week. We look forward to getting started and working with you on this project.

Sincerely,

Clarence Daugherty

Clarence Daugherty, P.E.
Director of Municipal Services

LIKE TO
DO
APPLICATION

C:\Addison\Beltline & KS trans ltr REV, 7-2-03.doc

5999 Summerside Drive, Suite 202 • Dallas, Texas 75252 • Telephone: 972.380.2605 • Fax: 972.380.2609 • www.pbsj.com

PBS&J

Rev. 10/00

Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

PHONE NUMBER: (972) 450-2886

CLIENT: Town of Addison

FAX NUMBER: (972) 450-2837

ADDRESS: 16801 Westgrove Dr.
Addison, Texas 75001-9010

CONTACT PERSON: Steven Chutchian, P.E.

PROJECT NUMBER: _____

SHORT TITLE: Beltline Cost Estimate and Application

1. DESCRIPTION OF PROJECT SITE:

Beltline Road between Dallas Parkway and Marsh Lane.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- ☐ **Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.***
- ☐ **A Lump-Sum charge of $ _____, plus out-of-pocket expenses.***
- ☑ **Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.***
- ☐ **Other - See Attachment B.**
  *** See explanation under Item 5 below.**

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

(SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison	POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED:	SIGNED:
TYPED NAME: Michael Murphy	TYPED NAME: John R. Shenck
TITLE: Director of Public Works	TITLE: Senior Vice President
DATE:	DATE: 7/2/03

Distribution: Copy 1 - PBS&J; Copy 2 - Client; Copy 3 - PBS&J Accounting

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

   Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18% and shall be itemized and included in the invoice.

   Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

   It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

   The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

   It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.

15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.

17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".

20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

ATTACHMENT A
SCOPE OF SERVICES

BELTLINE ROAD

Tasks To Be Performed by PBS&J.

Task 1 - Estimating the Cost.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

Option 1 - PBS&J will prepare an estimate of the cost of an asphalt overlay as well as a list of factors to consider when evaluating this option. This cost estimate will include the following:

1. all the preparation necessary for the overlay, including grinding of the existing surface to the level necessary to accept the overlay,
2. removal of traffic markings,
3. removal and replacement of failed pavement sections,
4. replacement of any water or sewer mains determined to need replacement,
5. application of any bonding agent necessary for adherence of the overlay to the pavement,
6. application of the actual overlay,
7. installation of traffic markings and signs,
8. adjustment of traffic signalization loops or other equipment,
9. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

Option 2 – PBS&J will prepare an estimate of the cost to remove and replace the existing Portland Cement Concrete pavement as well as a list of factors to consider when evaluating this option. This cost estimate will include the following:

1. all efforts required to remove the existing pavement and place new concrete pavement,
2. replacement of any water or sewer mains determined to need replacement,
3. installation of traffic markings and signs,
4. adjustment of traffic signalization loops or other equipment,
5. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

ATTACHMENT A
SCOPE OF SERVICES

This proposal assumes, for both options

1. that the Town will determine and provide to PBS&J the necessary information about the water and sewer lines which must be replaced,
2. that the cost of replacement of any other underground utilities, including pavement repairs, will not be included in the project estimate and
3. that the cost of any "streetscaping" improvements or any costs that might have to be incurred by the Town for the conversion of overhead utilities to underground will not be included in this estimate.

Task 2 – Report and Meetings.

Both options will be prepared in an appropriate format with the necessary narrative appropriate to clearly explain the estimates to the Town Public Works staff. *It appears that an extensive graphics presentation of the information is unnecessary and will not be included.* A draft report will be submitted to the Public Works staff. PBS&J will meet with the Public Works staff one time after their review of the draft report to discuss and receive direction concerning revisions to the report.

PBS&J will refine the documents as requested by the Town Public Works staff and will present them in one meeting to the Town Manager.

Further refinements will be made as necessary and the documents will be presented to the Town Council at one meeting if requested to do so by the Town Manager.

Task 3 – Dallas County MCIP Application.

When the Town determines which option to utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of the selected option

ATTACHMENT A
SCOPE OF SERVICES

Tasks to Be Performed by the Town.

- provide locations and agree on size of section of failed pavement to be removed and replaced

- determine if any water or sewer mains need to be replaced as part of this project

- provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application

- review submittals of PBS&J and provide timely comments for revisions

ATTACHMENT B
COMPENSATION AND SCHEDULE

Compensation

PBS&J proposes to charge for the time actually spent providing the services specified in Attachment A. The time will be charged according to the rates shown in the attached Standard Rate Schedule, with a total fee for the tasks listed in Attachment A, Scope of Services, not to exceed $24,000.

Additional services, such as additional meetings beyond those listed, will be provided only at the direction of the Town and will be charged on an hourly basis as indicated above.

Schedule

It is understood that "time is of the essence" and that there is a deadline of August 29, 2003 to submit an application to Dallas County for consideration of funding assistance. PBS&J feels there is adequate time to prepare the cost estimate, the Dallas County application and receive the necessary approvals of the Town of Addison, and will perform the tasks required in a timely fashion to accommodate the necessary deadlines. The ability of PBS&J to satisfy the time restraints partially depends upon the Town issuing a notice to proceed within one week (or approximately that time) of the submittal of this contract and providing timely meetings and reviews of PBS&J's submittals.

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	$ 50.00	to	$ 100.00
Senior Engineering Staff	$ 29.00	to	$ 85.00
Engineering Staff	$ 19.00	to	$ 55.00
Senior Scientist	$ 23.00	to	$ 70.00
Scientist	$ 13.00	to	$ 40.00
Senior Survey Staff	$ 28.00	to	$ 55.00
Survey Staff	$ 15.00	to	$ 31.00
Senior Technical Support	$ 20.00	to	$ 48.00
Technical Support	$ 11.00	to	$ 28.00
Lab Technicians	$ 8.00	to	$ 30.00
Senior Clerical / Administration	$ 24.00	to	$ 45.00
Clerical / Administration	$ 9.00	to	$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	$ 95.00 per hour
Three-man Field Crew	$ 120.00 per hour
Four-man Field Crew	$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	$ 25.00 per hour
G.P.S. Static Receivers	$ 160.00 per day per receiver
G.P.S. RTK System	$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

PBS&J

Rev. 10/00

Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

PHONE NUMBER: (972) 450-2886

CLIENT: Town of Addison

FAX NUMBER: (972) 450-2837

ADDRESS: 16801 Westgrove Dr.
Addison, Texas 75001-9010

CONTACT PERSON: Steven Chutchian, P.E.

PROJECT NUMBER: _____

SHORT TITLE: Beltline Cost Estimate and Application

1. DESCRIPTION OF PROJECT SITE:

Beltline Road between Dallas Parkway and Marsh Lane.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- ☐ **Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.***
- ☐ **A Lump-Sum charge of $ _____, plus out-of-pocket expenses.***
- ☑ **Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.***
- ☐ **Other - See Attachment B.**

*** See explanation under Item 5 below.**

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

(SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison	POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED:	SIGNED:
TYPED NAME: Michael Murphy	TYPED NAME: John R. Shenck
TITLE: Director of Public Works	TITLE: Senior Vice President
DATE:	DATE: 7/2/03

Distribution: Copy 1 - PBS&J; Copy 2 - Client; Copy 3 - PBS&J Accounting

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

   Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18% and shall be itemized and included in the invoice.

   Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

   It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

   The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

   It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understendings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.

15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.

17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".

20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

ATTACHMENT A
SCOPE OF SERVICES

BELTLINE ROAD

Tasks To Be Performed by PBS&J.

Task 1 - Estimating the Cost.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

Option 1 - PBS&J will prepare an estimate of the cost of an asphalt overlay as well as a list of factors to consider when evaluating this option. This cost estimate will include the following:

1. all the preparation necessary for the overlay, including grinding of the existing surface to the level necessary to accept the overlay,
2. removal of traffic markings,
3. removal and replacement of failed pavement sections,
4. replacement of any water or sewer mains determined to need replacement,
5. application of any bonding agent necessary for adherence of the overlay to the pavement,
6. application of the actual overlay,
7. installation of traffic markings and signs,
8. adjustment of traffic signalization loops or other equipment,
9. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

Option 2 – PBS&J will prepare an estimate of the cost to remove and replace the existing Portland Cement Concrete pavement as well as a list of factors to consider when evaluating this option. This cost estimate will include the following:

1. all efforts required to remove the existing pavement and place new concrete pavement,
2. replacement of any water or sewer mains determined to need replacement,
3. installation of traffic markings and signs,
4. adjustment of traffic signalization loops or other equipment,
5. construction traffic control to accomplish the minimum disruption to the adjoining property-owners.

ATTACHMENT A
SCOPE OF SERVICES

This proposal assumes, for both options

1. that the Town will determine and provide to PBS&J the necessary information about the water and sewer lines which must be replaced,
2. that the cost of replacement of any other underground utilities, including pavement repairs, will not be included in the project estimate and
3. that the cost of any "streetscaping" improvements or any costs that might have to be incurred by the Town for the conversion of overhead utilities to underground will not be included in this estimate.

Task 2 – Report and Meetings.

Both options will be prepared in an appropriate format with the necessary narrative appropriate to clearly explain the estimates to the Town Public Works staff. *It appears that an extensive graphics presentation of the information is unnecessary and will not be included.* A draft report will be submitted to the Public Works staff. PBS&J will meet with the Public Works staff one time after their review of the draft report to discuss and receive direction concerning revisions to the report.

PBS&J will refine the documents as requested by the Town Public Works staff and will present them in one meeting to the Town Manager.

Further refinements will be made as necessary and the documents will be presented to the Town Council at one meeting if requested to do so by the Town Manager.

Task 3 – Dallas County MCIP Application.

When the Town determines which option to utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of the selected option

ATTACHMENT A
SCOPE OF SERVICES

Tasks to Be Performed by the Town.

- provide locations and agree on size of section of failed pavement to be removed and replaced

- determine if any water or sewer mains need to be replaced as part of this project

- provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application

- review submittals of PBS&J and provide timely comments for revisions

ATTACHMENT B
COMPENSATION AND SCHEDULE

Compensation

PBS&J proposes to charge for the time actually spent providing the services specified in Attachment A. The time will be charged according to the rates shown in the attached Standard Rate Schedule, with a total fee for the tasks listed in Attachment A, Scope of Services, not to exceed $24,000.

Additional services, such as additional meetings beyond those listed, will be provided only at the direction of the Town and will be charged on an hourly basis as indicated above.

Schedule

It is understood that "time is of the essence" and that there is a deadline of August 29, 2003 to submit an application to Dallas County for consideration of funding assistance. PBS&J feels there is adequate time to prepare the cost estimate, the Dallas County application and receive the necessary approvals of the Town of Addison, and will perform the tasks required in a timely fashion to accommodate the necessary deadlines. The ability of PBS&J to satisfy the time restraints partially depends upon the Town issuing a notice to proceed within one week (or approximately that time) of the submittal of this contract and providing timely meetings and reviews of PBS&J's submittals.

STANDARD RATE SCHEDULE

PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	$ 50.00	to	$ 100.00
Senior Engineering Staff	$ 29.00	to	$ 85.00
Engineering Staff	$ 19.00	to	$ 55.00
Senior Scientist	$ 23.00	to	$ 70.00
Scientist	$ 13.00	to	$ 40.00
Senior Survey Staff	$ 28.00	to	$ 55.00
Survey Staff	$ 15.00	to	$ 31.00
Senior Technical Support	$ 20.00	to	$ 48.00
Technical Support	$ 11.00	to	$ 28.00
Lab Technicians	$ 8.00	to	$ 30.00
Senior Clerical / Administration	$ 24.00	to	$ 45.00
Clerical / Administration	$ 9.00	to	$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	$ 95.00 per hour
Three-man Field Crew	$ 120.00 per hour
Four-man Field Crew	$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	$ 25.00 per hour
G.P.S. Static Receivers	$ 160.00 per day per receiver
G.P.S. RTK System	$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

DALLAS COUNTY
PUBLIC WORKS

STEVE,
SEE ME
ABOUT THIS

July 3, 2003

Mr. Michael Murphy
Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Mr. Michael Murphy:

Dallas County Public Works is eag ajor Capital Improvement Program ***"Call-for-Projects"***. Your candidate projects should be submitted to our office by August 29, 2003, at which time the evaluation criteria will begin for the selection of the successful projects to be constructed in FY 2008-2010.

As mentioned in the April 1, 2003 letter from the Commissioners Court, one essential item that ***will*** be required as part of your submittal is your plan-of-action statement toward addressing the adoption of any Orphan Roads in or adjacent to your existing city limits. Failure to submit such a statement will jeopardize your submittal for selection in this call. It could also affect any projects already selected in Calls I and/or II, even if no Call III projects are submitted.

The application is available for download at:
http://www.dallascounty.org/html/citizen-serv/pubwks/mcip-projects.html. If you have any questions concerning the submittal application, please feel free to contact me or Edith Ngwa at 214-653-7151 and we will be glad to discuss the process with you.

Sincerely,

Sam L. Wilson

Sam L. Wilson
Assistant Director

Attachments

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

Dallas County Orphan Road Policy

DEFINITION

Orphan Road -- all or part of a street or road right-of-way which is outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting city (or cities) that they serve in that they have been left unincorporated. Thus Dallas County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.

POLICY INTENT

Dallas County contends that full responsibility for maintenance, operation, enforcement, police and emergency services for these roadway segments should rest with the city (or cities) adjoining these segments. Generally, the major traffic usage of these segments is for access to property within the adjoining city (or cities) as with typical city streets. The adjoining city (or cities) is (are) responsible for providing emergency services, police and fire protection to the properties abutting the Orphan Road segment. In most instances these Orphan segments are isolated and significantly distant from the truly unincorporated areas of the County, where the County provides the only services. These segments could be more easily and quickly served by City police, fire and other service providers who have responsibility in the immediate area than by the County. Parking controls, control of access, speed limits and other aspects of traffic operations are typically influenced by abutting property development and usage which is under the control of the city (or cities).

Orphan road segments often cause confusion, uncertainty and, sometimes, critical delay in determining proper jurisdiction and in providing necessary services to the public. It is with the intent of improving these circumstances and the overall delivery of services to the citizens that Dallas County desires to eliminate Orphan Roads from the County's Road Inventory. This Policy is established to encourage municipalities adjacent to these Orphan Road segments to annex the rights-of-way and to assume full responsibility for providing services therein.

POLICY STATEMENT

1. Dallas County encourages all cities adjacent to Orphan Roads in Dallas County to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways. In instances where two cities abut the same Orphan Road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. Dallas County offers its assistance to the cities in developing such plans.

2. Dallas County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of Orphan Roads when the County selects, approves and schedules projects for funding in the County's Major Capital Improvement Program (MCIP). Such preference may also be given in approving projects for Road and Bridge District participation (Type "B" work).

3. Dallas County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as Road and Bridge District projects or MCIP projects, in a city that elects not to pursue the annexation of Orphan Road segments that abut its boundaries. Failure to notify the County of the city's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the city's election not to pursue annexation.

4. Dallas County, at the discretion of the Commissioners Court, may select specific Orphan Road segments for improvement when a city commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of Orphan Roads submitted by the city will not be limited to annexation upon completion of improvements by Dallas County. Dallas County improvements may be made as Road and Bridge projects or as MCIP projects (subject to other MCIP criteria including Regional Thoroughfare Plan designation and city cost participation).

5. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

6. Dallas County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting Orphan Road segments.

7. The Dallas County Director of Public Works shall maintain a listing of Orphan Roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to Dallas County Public Works by the cities.

DALLAS COUNTY
COMMISSIONERS COURT

April 1, 2003

TO: Jim Pierce

FROM: Dallas County Commissioners Court

Re: 3rd Major Capital Improvement Program (MCIP) Call-for-Projects

Dear Mr. Jim Pierce:

Dallas County is soliciting nominations from cities for roadway projects to be funded through the Dallas County Major Capital Improvement Program (MCIP). Under this call-for-projects, approximately $78 million dollars will be available for projects to be constructed in FY 2008 through 2010. All nominations for funding must be submitted to Dallas County Public Works by **4PM on August 29, 2003.** Evaluations of project submittals will be completed by December 15, 2003 and each city will be provided with the preliminary rankings of its own projects at that time for comment and feedback, with comments due no later than December 30, 2003. Final project approval will be completed no later than April 15, 2004.

As with the first and second MCIP call-for-projects, cities are required to commit at least 50% of their proposed project costs as condition for participating in the program. Proposed projects will be evaluated using criteria presented to you during the MCIP Partnering Workshop held by the Public Works Department on January 31, 2003 and attached here for your review. During that workshop, information was also presented, stating the County's current policy not to engage in MCIP roadway improvement with cities without an approved plan for re-annexing existing orphan roads (see attached policy). If you have any questions about these policies or any aspects of the MCIP, we encourage you to contact us or the Dallas County Public Works Department.

Margaret Keliher
County Judge

Jim Jackson
District 1

Mike Cantrell
District 2

John Wiley Price
District 3

Kenneth A. Mayfield
District 4

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

Dallas County Orphan Road Policy

DEFINITION

Orphan Road -- all or part of a street or road right-of-way which is outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting city (or cities) that they serve in that they have been left unincorporated. Thus Dallas County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.

POLICY INTENT

Dallas County contends that full responsibility for maintenance, operation, enforcement, police and emergency services for these roadway segments should rest with the city (or cities) adjoining these segments. Generally, the major traffic usage of these segments is for access to property within the adjoining city (or cities) as with typical city streets. The adjoining city (or cities) is (are) responsible for providing emergency services, police and fire protection to the properties abutting the Orphan Road segment. In most instances these Orphan segments are isolated and significantly distant from the truly unincorporated areas of the County, where the County provides the only services. These segments could be more easily and quickly served by City police, fire and other service providers who have responsibility in the immediate area than by the County. Parking controls, control of access, speed limits and other aspects of traffic operations are typically influenced by abutting property development and usage which is under the control of the city (or cities).

Orphan road segments often cause confusion, uncertainty and, sometimes, critical delay in determining proper jurisdiction and in providing necessary services to the public. It is with the intent of improving these circumstances and the overall delivery of services to the citizens that Dallas County desires to eliminate Orphan Roads from the County's Road Inventory. This Policy is established to encourage municipalities adjacent to these Orphan Road segments to annex the rights-of-way and to assume full responsibility for providing services therein.

POLICY STATEMENT

1. Dallas County encourages all cities adjacent to Orphan Roads in Dallas County to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways. In instances where two cities abut the same Orphan Road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. Dallas County offers its assistance to the cities in developing such plans.

2. Dallas County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of Orphan Roads when the County selects, approves and schedules projects for funding in the County's Major Capital Improvement Program (MCIP). Such preference may also be given in approving projects for Road and Bridge District participation (Type "B" work).

3. Dallas County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as Road and Bridge District projects or MCIP projects, in a city that elects not to pursue the annexation of Orphan Road segments that abut its boundaries. Failure to notify the County of the city's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the city's election not to pursue annexation.

4. Dallas County, at the discretion of the Commissioners Court, may select specific Orphan Road segments for improvement when a city commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of Orphan Roads submitted by the city will not be limited to annexation upon completion of improvements by Dallas County. Dallas County improvements may be made as Road and Bridge projects or as MCIP projects (subject to other MCIP criteria including Regional Thoroughfare Plan designation and city cost participation).

5. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

6. Dallas County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting Orphan Road segments.

7. The Dallas County Director of Public Works shall maintain a listing of Orphan Roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to Dallas County Public Works by the cities.

FY 2001 MAJOR CAPITAL IMPROVEMENT PROGRAM
DALLAS COUNTY

Prepared Jointly by the
Dallas County Department of Public Works
and the
North Central Texas Council of Governments

Proposed Evaluation Methodology to Score and Rank Candidate Thoroughfare System Improvements

INTRODUCTION

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. The underlying theory of this new approach is that a project will take five years from approval of funding to final construction, and that every year projects will be authorized for funding and projects will be completed. Thus, in any given calendar year, there will always be projects in each of the various phases of implementation (i.e. design, right-of-way acquisition, construction), thereby allowing for the more efficient use of personnel and resources.

In contrast, under the bond-financing method, all projects are authorized at the same time and are constructed at the same time. This approach creates a project "wave"—initially, there is a flurry of design activity, and the necessity of design resources; then, the wave passes to right-of-way acquisition, and the design resources become underutilized while right-of-way is bulked to handle the "wave"; finally, the projects pass to construction, creating the need to invest in construction-related resources, while the design and right-of-way resources are underutilized.

With the new financing and programming approach, the "project wave" is eliminated, and all project activities are occurring simultaneously (although not necessarily on the same project) and, more importantly, continuously. Thus, valuable resources are always being utilized and the funds that previously would have needed to be expended on additional resources (as a result of the "wave" effect) can instead be devoted to infrastructure.

This Program will be implemented by issuing an annual county-wide call for projects to identify and fund needed roadway improvements within the county, with local governments submitting candidate projects for potential selection and funding under this program. An annual "Call-for-projects" is an improvement over the traditional method of calling for projects every five years. The advantages of an annual call are twofold. First, with fewer submittals per Call, the quality of submittals, both of the projects submitted and the submittals themselves, will improve, as staff will be able to devote more time per submittal. Second, an annual Call provides more flexibility for cities to determine infrastructure needs based on changes that may have recently occurred or will soon be occurring, such as a new

development or infrastructure, instead of trying to determine needs based on a conjecture of what might occur five years into the future.

EVALUATION CRITERIA

In order to evaluate candidate projects in an equitable and consistent manner, ten evaluation criteria have been developed which will be applied to each project submittal to establish a basis for scoring and ranking projects. This ranking will identify which projects provide the greatest benefit to the county based on factors such as mobility, cost-effectiveness, safety, and air quality.

The proposed evaluation methodology is presented below. Each of the ten evaluation criteria will initially be assigned a maximum value of 10 points, with 100 points being the total maximum aggregate score possible for a given project. In addition to the "equal weight" scenario, other weighting scenarios can also be evaluated to determine which scenario most appropriately addresses the needs of Dallas County.

TECHNICAL METHODOLOGY FOR MODELING PROPOSED IMPROVEMENTS: Travel Model Forecast Procedures

The Dallas-Fort Worth Regional Travel Model (DFWRTM) is the planning tool used to help estimate current and future travel demand needs and allows detailed project evaluation to occur. The Major Capital Improvement Program must have a way of testing and evaluating the mobility benefits of a wide range of potential roadway projects, including the addition of new thoroughfare streets, the extension of existing thoroughfares, and the rehabilitation of existing thoroughfares. The DFWRTM is the tool used to accomplish this analysis.

In order to assess and quantify the benefits of the projects submitted under this Call-for-Projects, it is necessary to develop four different roadway network analyses. These four different network analyses simulate both baseline (year 1999 no-build) and future year conditions with and without the effects of the proposed projects. The four network analyses that will be used to evaluate the benefits of the projects submitted for the Major Capital Improvement Program are as follows:

- Analysis 1: The first analysis replicates conditions as they existed in 1999, the year the model was validated for, using the roadway network that existed in 1999 and 1999 demographic data for population, employment, and number of households.

- Analysis 2: The second analysis predicts year 2025 conditions assuming a no-build, or "do-nothing" scenario. In this analysis, the 1999 existing-conditions roadway network used in the first analysis is modeled using year 2025 demographics. This analysis shows the performance of the transportation system in the year 2025 if no improvements are made to it.

- Analysis 3: The third analysis predicts year 2025 conditions assuming that all the projects submitted for funding are implemented and constructed. This is accomplished by coding into the 1999 no-build roadway network all the projects submitted under this Call for Projects, creating a year 2025 build network. This

year 2025 build network will be modeled using year 2025 demographic assumptions.

- Analysis 4: The fourth analysis predicts year 2025 conditions assuming an "all-or-nothing" scenario. This scenario uses the year 2025 build network and year 2025 demographic assumptions, but doesn't use the typical "capacity-constrained" technique to model traffic in which only a finite number of trips can be assigned to a particular roadway segment. With an "all-or-nothing" assignment, an infinite number of trips can be assigned to a particular segment, and where several different routing options are available, all trips are assigned to the most desirable route (based on criteria specified). For this analysis, trips are assigned to the route with the best travel time, based on speed and distance only. This analysis is used to score projects under the Travel Desire Rating.

EVALUATION CRITERIA AND TECHNICAL METHODOLOGY FOR SCORING PROJECTS

Evaluation Criteria

Functional Classification Rating - (10 Points)

This evaluator assigns points based on functional classification as designated in the 2000 *Regional Thoroughfare Plan*. For any given project, the functional class assigned to the project will be the classification of the highest classified facility which can reasonably be assumed to be either directly or indirectly positively impacted by the proposed project.

Example Arterials A and B are parallel arterials one-mile apart. Freeway X runs perpendicular to both A and B and has interchanges at both. Approximately one-quarter mile from and parallel to Freeway X the City is proposing to build a four-lane roadway that will intersect both A and B.

Scenario 1: Freeway X is the only existing roadway that connects with both Arterials A and B. Thus, a motorist on A wanting to use B must use Freeway X. Under this scenario, the City's new roadway would be scored as a freeway, as it is reasonable to assume that it will reduce congestion on Freeway X by eliminating the necessity of all local traffic going from A to B to use Freeway X. In other words, there is a certain percentage of local traffic that is only using Freeway X by default that would divert to an alternate route. By eliminating this local traffic from Freeway X, its congestion is reduced and its reserve capacity is increased.

Scenario 2: Freeway X is one of several roadways that connect with both Arterials A and B. Thus, a motorist on A wanting to use B does not necessarily need to use Freeway X. Under this scenario, the City's new roadway would be scored by its own functional classification, as it is reasonable to assume that it will not reduce congestion on Freeway X because other routes for local traffic to travel from A to B already exist. In other words, local traffic diversion from the Freeway is already occurring, and the addition of another alternate route will not have an impact on the operation of the Freeway.

Each project will receive a score based on the classifications shown in *Table 1*.

Table 1

Functional Classification Rating

Functional Classification Designation	Score
Regional Arterial	10 Points
Freeway (existing and proposed)	7 Points
Other Arterial	3 Points
Not on Regional Thoroughfare Plan	0 Points

Speed Delay-Rating - (10 Points)

Each candidate project submitted for funding will be assigned a speed-delay rating based on the anticipated improvement to travel times and speeds that will result from the roadway improvement. This will be calculated by taking the difference between the posted roadway speed limit (maximum free-flow speed) and a current observed speed on the facility (current operating speed), divided by the length of the project. For intersection projects, an estimated length of 0.25 miles should be used to calculate the speed delay rating. Each city submitting a project for funding will be asked to collect and provide recent peak-hour speeds which will be used in calculating this rating. Using speed delay as an evaluation criterion takes into account both the traffic congestion on and the physical condition of the roadway, both of which affect the operating speed.

The delay rate is defined as the difference between the time it takes to travel a set distance at the posted speed limit without stopping (free-flowing) and the actual time (observed) it takes to travel that same distance (accounting for traffic control delay and congestion), divided by the distance traveled, expressed in minutes per mile.

A 1996 report by **Metroplan**, the Council of Governments for Central Arkansas, established a delay rate congestion threshold of 0.41 minutes per mile, based on criteria established in the *Highway Capacity Manual*, vehicle limitations, and driver perceptions. In other words, a facility is considered congested when its delay rate is equal to or greater than 0.41 minutes per mile. This number corresponds to the difference in time it takes to travel one mile at 55 miles per hour versus traveling one mile at 40 miles per hour. From this delay rate, a numeric value for congestion, the "degree of congestion" or DOC, has been defined as follows:

$$DOC = Delay\ Rate - 0.410$$

Thus, a facility at the congestion threshold, that is, with a delay rate of 0.41, has a DOC of 0.000. A facility operating at its maximum free flow speed has a delay rate of 0.00 and a corresponding DOC of –0.410.

In order to provide insight into the magnitude of congestion, eight congestion categories were defined -- five for congested facilities and three for non-congested facilities. The DOC threshold for each of the eight categories is shown in *Table 2*, along with the points assigned for each category.

Table 2

Speed-Delay Rating Criteria

Category	"Degree of Congestion"	Score
Extreme	Greater than 4.499	10 Points
Severe	Between 1.499 and 4.498	8 Points
Serious	Between 0.499 and 1.498	6 Points
Moderate	Between 0.213 and 0.498	5 Points
Mild	Between 0.001 and 0.212	4 Points
Borderline	Between – 0.168 and 0.000	2 Points
Acceptable	Between – 0.410 and – 0.167	1 Point
None	Less than – 0.411	0 Points

Traffic Volume Rating - (10 Points)

This rating evaluates the project according to the magnitude of traffic-flow improvement that can be expected to result by making the proposed improvement to the facility. The Traffic Volume Rating is calculated by taking the difference between a "build" and a "no-build" condition, which yields the additional traffic resulting from making the improvement. Specifically, year 2025 traffic projections will be generated with and without the improvements in place in order to model the anticipated change. Projects showing the greatest amount of traffic improvement will receive a higher score for this criterion.

Specifically, this criterion is calculated by taking the difference between two year 2025 travel model runs, the "build" condition (Analysis 3) and the "no-build" condition (Analysis 2). The difference between these two analyses is the expected change in traffic volumes resulting from making the proposed improvement to the facility. In general, projects showing the largest amount of traffic improvement will receive a higher score for this criterion. The maximum score available for this criterion will be ten points. The range of possible scores will be determined after the analyses are complete and the data is available to determine minimum and maximum values.

Traffic Volume Growth Rating - (10 Points)

The Traffic Volume Growth Rating is derived from the growth in traffic volumes expected to occur on each candidate segment of roadway between the current condition (year 1999) and the future travel model projection (year 2025). This rating assumes that the project is not in operation in the current year and that it will be operational by the future forecast year. Points will be assigned to each project based on the percentage of growth estimated to occur during this time period.

Specifically, the percent change between traffic volumes in the year 2025 "build" network (Analysis 3) and the 1999 "existing condition" network (Analysis 1) will be calculated. Projects showing the largest amount of change will receive the higher scores. The maximum score available for this evaluator is ten points. The range of possible scores for this criterion will not be determined until after the model runs are complete and the minimum and maximum values are derived.

Travel Desire Rating - (10 Points)

This rating will score each candidate project based on its inherent attractiveness and desirability assuming there is no congestion at all on the facility. When congestion is factored into the equation, roadways that may be more direct and desirable to travel on are sometimes avoided because of high levels of congestion, even though they are the preferred routes. This evaluation criteria is derived by looking at the difference between a year 2025 capacity-constrained model run (Analysis 3), which takes into account the congestion on the roadway, and an "all-or-nothing" model run (Analysis 4), which assumes that there is no congestion on any roadway. The "all-or-nothing" model run allows vehicle trips to choose the preferred route (based on shortest distance and fastest speeds) regardless of any effects due to congestion. The percent difference between the two model runs shows whether the facility is being used because it is the most direct and preferred path ("all-or-nothing") or whether traffic is being diverted to the facility due to congestion on other routes (capacity-constrained). The maximum score available for this criterion is ten points. The range of possible scores will be determined after the travel model runs are complete and the maximum and minimum values are identified.

Benefit-Cost Ratio Rating - (10 Points)

This rating is calculated based on the ratio of benefits resulting from the proposed improvement to the cost of the improvement. The benefits for each project are determined from the reduction in travel-time delay experienced on the roadway segment with and without the candidate roadway improvement. Local government and Dallas County staff will estimate the costs for each project.

Benefits used in the B/C ratio are calculated from the delay savings gained from an increase in capacity or speeds on the segment (if, in fact, a gain is induced). The reduction in delay is calculated from the increase in average daily loaded speeds, which are derived from the travel model runs. This analysis compares the modeled speeds before an improvement (Analysis 2) and the speeds after the improvement (Analysis 3). After average daily loaded speeds and 24-hour projected traffic volumes are determined for both Analysis 2 and Analysis 3, a benefit-cost ratio is calculated based on the following equation:

$$\frac{TAB}{TAC} = \left[\frac{\left[\left(\frac{VOL^A * VOLFAC * LENGTH}{SPEED^A} \right) - \left(\frac{VOL^B * VOLFAC * LENGTH}{SPEED^B} \right) \right] \times DAO \times VOT \times NOD}{(\ TOTAL\ COST\ \times\ CRF\ )} \right]$$

Where:	TAB	=	Total Annualized Benefit ($)
	TAC	=	Total Annualized Cost ($)
	Vol^A	=	24-Hour Volume from Run 2 (no-build scenario)
	Vol^B	=	24-Hour Volume from Run 3 (build scenario)
	VOLFAC	=	0.6, volume factor (peak/off-peak/directional dist.)

Length	=	Length of Project (miles)
$Speed^A$	=	Link Speed from Run 2 (no-build scenario)
$Speed^B$	=	Link Speed from Run 3 (build scenario)
DAO	=	1.29 persons per vehicle, Daily Auto Occupancy
VOT	=	$9.70 per hour, Value of Time
NOD	=	260 per year, Number of Days for annual benefit
Total Cost	=	Total Project Cost ($)
CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)

Points are assigned to each project based on the ratio of the total annualized benefits divided by the total annualized cost. *Table 3* provides the scoring ranges with their corresponding benefit-cost ratios.

Table 3

Benefit-Cost Ratio Rating

B/C Ratio	Score
0 – 0.50	0 Points
0.51 – 0.75	1 Points
0.76 – 1.00	2 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

Accident Rate Rating - (10 Points)

Each candidate project will receive an accident rating based on the raw accident rate per million vehicle miles.

Each city will be asked to provide three years worth of actual accident data for each roadway segment submitted for review. Projects with a higher accident rate over this three-year period will receive a higher rating. After all the accident data has been analyzed, a range of scores will be developed between zero and ten points, based on the magnitude of accidents reported.

Air Quality / Energy Conservation Rating - (10 Points)

Each project submittal will be evaluated based on its overall impact toward improving the quality of the region's air. The Dallas-Fort Worth region is currently designated as a non-attainment area by the U.S. Environmental Protection Agency based on past exceedances of

the national ambient ozone standard. In order to promote regional air quality goals and objectives, each project will be quantified in terms of air quality reductions. Specifically, the dollars per pound of nitrous oxide (NOx) emission reductions will be calculated and each project will receive a score based on its reduction potential.

Emission reductions will be calculated by estimating emissions before and after the improvement is in place, and taking the difference. Projects contribute positively toward air quality reductions, in general, when speeds approach 50 miles per hour and operating performance is improved. The following formula provides the methodology for calculating emission reductions on a project-by-project basis.

$$\frac{\$}{\text{Lb.}} = \left[\frac{(\text{TOTAL COST} \times \text{CRF}) \times C_1}{\left[(\text{VOL}_B \times \text{EF}_B \times \text{LENGTH}) - (\text{VOL}_A \times \text{EF}_A \times \text{LENGTH})\right] \times 260\ \text{DAYS/YEAR}} \right]$$

Where:

VOL_B	=	24-hour modeled volume before improvement (Analysis 2)
EF_B	=	Emission factor based on speeds from Analysis 2 grams/mile)
Length	=	Project Length (miles)
VOL_A	=	24-hour modeled volume after improvement (Analysis 3)
EF_A	=	Emission factor based on speeds from Analysis 3(grams/mile)
Total Cost	=	Total project cost ($)
CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)
C_1	=	454 grams per pound (conversion factor, grams to pounds)
$/lb.	=	Dollars per pound of NOx emissions reductions

Points will be assigned to each project based on the ratio of the annualized cost to the annualized NOx emissions reductions. *Table 4* provides the scoring ranges for this evaluation criterion.

Table 4

Air Quality / Energy Conservation Rating

$ / 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

Sustainable Development/ Redevelopment/ "Smart Growth" Rating (10 Points)

Each project submittal will be evaluated with respect to encouraging regional sustainable development or "smart growth" patterns (i.e. densification of the urban core counties) or redevelopment of distressed areas. There will not be a sliding scale of points available for this criterion. Each project will either receive the full 10 points or will receive a zero. A project located within a census block classified as "Distressed" or "Under-Utilized" as defined in the Dallas County Tax Abatement Policy (see attached maps) will receive the full 10 points; all other projects will receive a zero.

The aforementioned policy defines a "Distressed" area as a census block whose median family income is less than or equal to 150% of the poverty level for a Dallas area family of four or a census block contained within a federally or state-designated enterprise zone.

An "under-utilized" area is a census block that meets three of following five criteria:

1) *Low population growth* (percentage change in population that is less than the County average for 1980-1995)
2) *Low employment growth* (percentage change in employment that is less than the County average for 1990-1995)
3) *Low traffic congestion* (roadways where, in 1995, no more than 30% of lane miles exceeded free-flow traffic levels during peak hours)
4) *Low property values* (median value of owner-occupied structure is no greater than 50% of the County median)
5) *Predominantly low/moderate income population* (at least 51% of population earns less than 80% of the Dallas area median household income)

For census blocks that are at least two-thirds (2/3) undeveloped, only one of the five criteria listed above need to be met to qualify as "under-utilitized."

Intermodal / Multimodal / Social Mobility Rating - (10 Points)

Each project submitted for funding will receive a score based either on its ability to involve more than a single mode of travel or its long-term economic development potential that could benefit the community. There will be a sliding scale of points available for this criterion. There are three separate elements that comprise this scoring criteria. These three elements are:

- Infrastructure Investment Project - A capital project with a likelihood of producing long-term economic benefits as opposed to an operational project which only provides direct benefits for a given short time period. (10 points)

- Social Mobility Project - A social mobility project is one that provides transportation services to individuals or groups who need some form of transportation due to an inability to utilize existing forms of transportation. This can include services to the elderly and disabled or economically disadvantaged individuals. (10 points)

- Multi-Modal /Inter-modal Projects - Projects that facilitate non-SOV (single occupant vehicle) modes or provide for the interaction of two or more transportation modes in a given area.
  Transit (bus/rail) - (10 points)
  School Bus - (7 points)
  Bicycle Paths - (5 points)
  Pedestrian Paths - (3 points)
  Projects that incorporate any combination of the above 4 modes of transportation will receive the full 10 points.

Special Case Rating Methodology

Special Case #1 - If all or part of a roadway consisted of a new roadway, then it was not possible to calculate a Speed Delay Rating, a Benefit-Cost Ratio Rating, or an Air Quality Rating. In these cases, the Speed Delay Rating, the Benefit-Cost Ratio Rating, and the Air Quality Rating are all given zero points, and the maximum points for the Traffic Volume Rating are increased to 40. This is accomplished by multiplying the Traffic Volume Rating by four.

Special Case #2 - In certain situations, the Benefit-Cost Ratio may be misleading because the traffic induced by the capacity improvement was so great that the resulting congestion was higher than without the improvement. This signifies that the project is highly warranted. Projects falling under the Special Case #2 category will receive zero points for the Benefit-Cost Ratio Rating, and the maximum allowable points for the Traffic Volume Rating will be increased to 20. This is accomplished by multiplying the points assigned to the Traffic Volume Rating by two.

Special Case #3 - The criteria which use percent change as a basis for scoring, Traffic Volume Growth Rating and Travel Desire Rating, could be misleading if the absolute value of the traffic volumes is less than 5,000 in the year 2025. To avoid overrating these projects, the maximum points available for the Traffic Volume Growth Rating Criteria and the Travel Desire Rating will be reduced to five for each rating element. This is accomplished by dividing the score for these two criteria by two.

LOCAL COST PARTICIPATION MULTIPLIER

In order to aide in the successful implementation of the Dallas County MCIP, it is imperative to accept only those projects for funding that have a strong commitment from all the stakeholders. One strong indicator of this commitment is the value of resources being contributed. In order to reward those projects with strong commitments, a multiplier based on the value of the local commitment (as a percentage of the total project value) will be

applied to the aggregate scores. This multiplier will be equal to 1 plus the percent of local match, expressed as a decimal. Thus, if a City commits to a match of 50 percent of a project's value, that project's aggregate score will be multiplied by 1.50 in determining the final score. For a match of 20%, the multiplier is 1.20.

As the financial resources of all possible stakeholders are not equal, said multiplier may be considered to be inherently biased against those possible stakeholders with limited resources. Therefore, in order to mitigate this perception of inherent bias, bonus points will be assigned to those cities where 60% of the land area falls in census blocks defined as "Distressed" or 51% Low/Moderate Income. This bonus consists of adding 0.3 to the multiplier for any project submitted by a city qualifying for the bonus. For example, the multiplier for a project submitted by a qualifying city contributing 20% of the total cost of the project will be 1.50 (1.20 plus 0.30), the same multiplier applied to a project for a non-qualifying city contributing 50%.

Example 1.
Projects for Cities A, B, C, and D all finish with aggregate scores of 80. Cities A, B, C, and D agree to contribute 50%, 20%, 0%, and 20%, respectively, of the cost of the project. City D qualifies for the 60% local match multiplier bonus.

The multiplier for the four projects are as follows:
City A – 1.50
City B – 1.20
City C – 1.00
City D – 1.50

The final point totals for the four projects, computed by multiplying the aggregate total by the multiplier, are as follows:

City A – 120.0
City B – 96.0
City C – 80.0
City D – 120.0

Example 2.
City Q is a qualifying city and contributes 20% of the project cost. Q's project finishes with an aggregate score of 70 and a total score 105.0. City R's project finishes with an aggregate score of 100, but since R is not willing to commit local resources (and is non-qualifying), the project finishes with a total score of 100.0, below Q's. So does City S's project with a total score of 102.0, which finished with a higher aggregate score of 85 but was supported with a 20% local commitment (S is a non-qualifying city) resulting in a multiplier of 1.20 compared to Q's 1.50.

Part 1. Project Identification

MCIP Number: 1 District: 3 City: Dallas County

Project Name/Location: Example Lane Widening

Beginning: Intersecting Road 1 Ending: Intersecting Road 2 MAPSCO: 46B

Project Length: 1.875 Miles Functional Class: Not on Regional Ave Num of Accidents for last 3 years 7

Condensed Description of Proposed Improvements: Widen from 2 to 4 lanes, with storm sewer improvements. Add 6' wide sidewalks to both sides.

Part 2. Pavement and Centerline Alignment

Proposed Pavement Section: 4 lane divided.

Current Pavement Conditions: Fair Pavement Design Criteria: City of Dallas, TxDOT

	Existing e.g. 2-12' lanes	Proposed
Pavement Width	2 - 11' lanes, 3' shoulders	4 - 12' lanes with C&G
Pavement Surface Type Thickness:	Asphaltic Surface, 2"	PCCP, 10"
Pavement Base Type Thickness:	Flexible Base, 8"	AC, 4"
Pavement Subgrade Type Thickness:	Stabilized Subgrade, 6"	CSB, 8"
Parkway Width:	0	12'
Sidewalks Width:	0	2, 6'
Through Lanes Width:	2, 11'	4, 12'
Left Turn Lanes Width:	0	1, 10'
Left Turn Storage Length:	0	100'
Right Turn Lanes:	0	0
Median Width:	0	33'
Bicycle Lanes Width:	0	2, 5'

Grade Requirements:

Average Expected Cut: 3'

Average Expected Fill: 0

For Projects with Repairs:

Type of Repair:

Actual repair size:

Include sq ft and linear ft of edg

☑ Is Centerline aligned with Center of ROW?

If not, how much is it offset from the center and to which side?

Part 3. Traffic

Design Speed: 45 mph

Average Posted Speed: 35 mph

Average Operating Speed: 25 mph

Traffic Volume: 2000

Traffic Volume Source: NCTCOG

Presence of Bus and/or Heavy Truck Traffic? ☑

Part 4. Drainage

Storm Sewer Design Criteria:

25 Year Frequency

	Existing	Proposed
Number of Culverts and their dimensions: (barrels, SxHxL)	2 barrels, 11'X5'	2 barrels, 11'X5'
Bridge length and width:	200', 40'	200', 100'

Is any section of the road under the 100 year flood plain? ☑

Part 5. Utilities

- [x] Water Lines
- [x] Gas Lines
- [x] Storm Sewer
- [ ] Sanitary Sewer
- [x] Cable
- [x] Electricity Lines
- [ ] Railroad Lines
- [ ] TRA Lines
- [ ] Transmission Lines
- [x] Underground Vaults

Other Underground Utiliti: fiber optics

Document known Risks for Utility Partners: duct bank

- [ ] Utilities are on Existing Street ROW
- [x] Utilities Own their ROW or have Previous Easements
- [x] SUE (Subsurface Utility Engineering) will be needed

Any Special Considerations?

Part 6. ROW Acquisition

A. Safety

- [ ] Transit (DART lines)
- [x] School
- [x] Church
- [ ] Municipal Buildings

Other

B. Environmental

- [x] Floodplain
- [x] Lake
- [ ] Historical Designation
- [ ] Cemetery
- [x] Junkyard
- [ ] Landfill

Other

C. Right of Way

ROW Contact Person	Mr. Rowman
Phone Number:	(214) 753-6859
Existing ROW Width:	60'
Proposed ROW Width:	115'
Number of ROW Parcels:	25

Area of ROW required:

Fee Acquisition:	150,000	sq. ft.
Permanent Easement:	30,000	sq. ft.
Temporary Easement:	50,000	sq. ft.

Number of Bisected:

Houses:	0
Commercial Buildings:	1

D. General Acquisition Costs

Estimated Cost of Land Only	$75,000.00
Cost of Improvement in ROW	$125,000.00
Number of Parcels with Damages:	5
Cost of Damages:	$100,000.00
Number of Bisected Improvements	1
Cost of Bisections:	$150,000.00
ROW Subtotal:	$450,000.00
Inflation Factor (6 years)	$81,000.00
Total ROW Cost:	$531,000.00

Comments on ROW Availability/ Easements: Bisected improvement is a school. XYZ addition has 20' dedication for ROW.

List and Explain Any Non Conformity Issues: Junkyard on South Side of the project does not comply with zoning.

Part 7. Other Amenities to the Project

***These items may not be covered under MCIP contract.

- [x] Landscaping***
- [ ] Exposed Aggregate Driveways, Sidewalks***
- [ ] Stamped/Colored Concrete***
- [ ] Irrigation***
- [ ] Brick Pavers***
- [x] Street Lighting
- [x] Traffic Signals
- [x] Pavement Markings
- [ ] DART Bus Turnout
- [ ] Bus Stops or Shelters
- [ ] Water Utility Improvements*
- [ ] Water Utility Relocation***
- [x] Sanitary Sewer Improvements***
- [ ] Sanitary Sewer Relocation**
- [ ] Retaining Walls
- [x] Sod, Seeding, Topsoil
- [x] Drainage Improvements
- [ ] RR Crossing Improvements
- [x] Grade Separations
- [ ] Ramps or Connectors to TxDOT Facilities

Part 8. Public Involvement

- [x] Has your City Council Approved the Project?
- [x] Has Any Opposition been encountered?

Comments on Opposition: Currently in negotiations due to related project. Expected to reach agreement late Fall 2003.

Other General Comments: Related project is an apartment complex housing 100 families.

Part 9. Project Cost

Paving and Drainage	$1,650,000.00	Design:	$225,150.00	**Total Project Cost:**	$3,494,370.00
Bridge:	$0.00	Right Of Way Cost	$531,000.00	– Utility/Amenities:***	$15,000.00
Lighting:	$150,000.00	SUE:	$35,550.00	Shared Cost=	$3,479,370.00
Signal:	$175,000.00	Utility/Amenities:*	$15,000.00	Percent of Local Contribution	50 %
Railroad:	$0.00	**Subtotal 2=**	$3,176,700.00		
Subtotal 1=	$1,975,000.00	Project Delivery:	$317,670.00	**City's Share:**	$1,739,685.00
Inflation:	$355,500.00				
Materials Testing:	$39,500.00	Supporting Comments Regarding Cost:			
Construction Total	$2,370,000.00				

*** Utility/Amenities/Environmental costs typically borne by City

10. Please submit maps and supporting documents depicting the project and needs. Sketches are also welcome and appreciated.

Steve Chutchian

From: Jim Pierce
Sent: Monday, May 19, 2003 12:17 PM
To: Mike Murphy; Steve Chutchian
Cc: Luke Jalbert
Subject: FW: Dallas County Planning Update

FYI. Mike: Do you want to make the telephone call indicated in #2? Jim.

Jim Pierce, P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, TX 75001-9010
972-450-2879

-----Original Message-----
From: Edith Ngwa [mailto:ENgwa@dallascounty.org]
Sent: Friday, May 16, 2003 4:59 PM
To: Jlandon@airmail.net; ferriswater@azmail.net; Jim.sparks@cedarhilltx.com; Jim Pierce; Kgriffin@ci.coppell.tx.us; kbolton@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us; Rwenderl@ci.garland.tx.us; Mdadgostar@ci.highland-park.tx.us; Jcline@ci.irving.tx.us; Jdittman@ci.mesquite.tx.us; rberry@ci.mesquite.tx.us; Jspeer@ci.university-park.tx.us; wmcdonald@cityofbalchsprings.com; Thomas.Geier@cityofcarrollton.com; tdingler@cityoflewisville.com; batkinson@cityofsachse.com; citymanager@cityofseagoville.org; cityadministrator@cockrell-hill.tx.us; Walter_ragsdale@cor.gov; mburbank@dfwinfo.com; Citymanager@glennheights.com; Dstephen@gptx.org; CSTRING@mail.ci.dallas.tx.us; Creed@nctcog.org; Dlamers@nctcog.org; Jneal@nctcog.org; Tyoung@nctcog.org; ovillacamp@netscape.net; Ahendrix@pbw.ci.dallas.tx.us; cityofhutchins@prodigy.net
Cc: ASaldana@dallascounty.org; DHolzwarth@dallascounty.org; IRodriguez@dallascounty.org; SWilson@dallascounty.org
Subject: Dallas County Planning Update

Greetings, Dallas County Partners!

In this Planning Update Issue...
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1. MCIP Call-for-Projects
2. Regional Thoroughfare Planning
3. Dallas County Thoroughfare Planning
---

1. Major Capital Improvement Program (MCIP) Call-for-Projects

A package, containing a letter from the Dallas County Commissioners Court officially announcing the 3rd MCIP call-for-projects, was sent out to all City representatives yesterday. Also included in that package are the instructions for downloading and filling out the MCIP application, the MCIP schedule, Dallas County's new policy for annexing orphan roads, and the evaluation criteria by which MCIP projects will be evaluated. Please be sure to review the package carefully and if you experience any difficulty assessing or filling out the application, do not hesitate to contact Ms. Isela Rodriguez at Irodriguez@dallascounty.org or (214-653-6417). The deadline for submitting project proposals to Dallas County is August 29, 2003.

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2. Regional Thoroughfare Planning

As you may know, the North Central Texas Council of Governments (NCTCOG) is currently in the process of updating the Regional Thoroughfare Plan. The NCTCOG has identified several potential inconsistencies between municipal and county plans and as a result has set up several meetings to which representatives from the entire region have been invited to participate and help resolve these conflicts. It is important that you attend or send your city representatives to attend these meetings so that your City's Thorouroughfare Plan may be accurately representated. This is important for the MCIP. You may recall that in order for a roadway project to qualify for Dallas County MCIP funding it must be on the Regional Thoroughfare Plan. In the past we have received several requests for MCIP funding for roadways that were not on the Plan but that may be functioning as regional arterials. This process/ meetings are set up to resolve just such conflicts. For the meeting schedule and questions on the Regional Thoroughfare Planning process, do not hesitate to contact Tim Young (817-695-9288) at the NCTCOG.

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3. Dallas County Thoroughfare Plan

Dallas County has secured technical assistance from the NCTCOG under the Unified Planning Work Program (UPWP) to develop a Dallas County Thoroughfare Plan. The need for this can not be underscored. The County's Thoroughfare Plan was last updated in 1976 and as such an enormous amount of work will need to be done to reflect changes that have been brought about by the tremendous growth this region is experiencing. This work will require the collaborative effort of all Dallas County partners. We'll be setting up a task force made up of city representatives to kick-off this project in about a month. The need for, and the details of, the scope of work will be established at this meeting. We have used each city's MCIP contact to make up this task force. If you'll like to recommend an alternative to your city's current MCIP contact for the task force, please let me know.

Thanks in advance for your cooperation. We look forward to partnering with you in the near future.

Sincerely,

Edith B. Ngwa, Ph.D
Senior Transportation Planner
Dallas County Public Works
411 Elm Street, # 400
Dallas, TX 75202
214-653-7151

May 15, 2003

Clarence:

Enclosed is the Belt Line Rd. Strategy for Redevelopment that was prepared by the Urban Land Institute. Also enclosed is a copy of the Keller Springs Rd. plans, from Addison Rd. to Ledgemont Lane. These plans were designed, but the project was not constructed. The last item we promised to you is the NTTA plans. Unfortunately, the Town has been informed that they are going into a re-design phase on their project. As a result, you may need to make assumptions, in order to complete your proposal and perform the work. If you have any questions, please let me know. Thanks.

Steve C.

Steve C.

1. URBAN INSTITUTE REPORT ON BELT LINE STREETSCAPE
2. NTTA PLANS
3. ORIGINAL RECORD SPRINGS WITH ALTA 1/2 SCALE PLANS

ATTACHMENT A
SCOPE OF SERVICES.

Tasks To Be Performed by PBS&J.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

Option 1 - PBS&J will prepare an estimate of the cost of two-inch hot mix asphaltic concrete overlay as well as a list of factors to consider when evaluating this option. This cost estimate will include the following

1. all the preparation necessary for the overlay, including grinding of the existing surface to the level determined by the Town of Addison and PBS&J
2. removal of traffic markings
3. replacement of any water or sewer mains determined to need replacement
4. conversion of any overhead utilities to underground
5. installation of new "streetscaping": new landscaping, signs street furniture, special crosswalk pavements, intersection pavements, etc.
6. application of any bonding agent necessary for adherence of the overlay to the pavement
7. application of the actual overlay
8. installation of traffic markings and signs
9. adjustment of traffic signalization loops or other equipment
10. traffic control assuming the minimum disruption to the adjoining property-owners

Option 2 – PBS&J will prepare an estimate of the cost to remove and replace the existing Portland Cement Concrete pavement as well as a list of factors to consider when evaluating this option. This cost estimate will include the following

1. all of effort required to remove the existing pavement and place new concrete pavement
2. replacement of any water or sewer mains determined to need replacement
3. conversion of any overhead utilities to underground
4. installation of new "streetscaping": new landscaping, signs street furniture, special crosswalk pavements, intersection pavements, etc.
5. installation of traffic markings and signs
6. adjustment of traffic signalization loops or other equipment
7. traffic control assuming the minimum disruption to the adjoining property-owners

This proposal assumes, for both options

1. that PBS&J will be provided the information about whether or not water or sewer lines will have to be replaced, and, if so, what size and how many linear feet of each will be replaced
2. that PBS&J will be provided the information about which overhead utilities will have to be converted to underground and what lengths of each are involved
3. that the "streetscaping" identified in the 2001 STEP Nomination includes the features that are desired by the Town and that they will be extended for the full length of this project.

Both options will be prepared in an appropriate format with the necessary narrative appropriate to clearly explain the estimates to the Town Public Works staff and to the City Manager.

PBS&J will refine these documents as requested by the Town staff and will present them verbally to the Town Council if requested to do so by the City Manager.

When the Town makes a decision as to which option it will utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of this project. It is assumed that PBS&J will receive the necessary information required for the application, such as traffic accident data, etc.

Tasks to Be Performed by the Town.

1. determine if any water or sewer mains need to be replaced as part of this project
2. obtain or coordinate other utilities to provide the length of each type of overhead utility that must be converted to an underground facility
3. determine whether or not the 2001 STEP Nomination streetscaping plan is to be used for this project
4. provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application
5. review submittals of PBS&J and provide timely comments for revisions

Steve Chutchian

From: DAVID DAVIS [DAVID.DAVIS@farmersbranch.info]

Sent: Wednesday, March 26, 2003 8:38 AM

To: mmurphy@ci.addison.tx.us; schutchian@ci.addison.tx.us; DSchultz@CI.GARLAND.TX.us; RWUNDERL@CI.GARLAND.TX.us; Matthew.Hotelling@CityOfCarrollton.com; Nancy.Cline@CityOfCarrollton.com; Henry_Drexel@cor.gov; Jim_Lockart@cor.gov; Walter_Ragsdale@cor.gov; JLoggins@dallascounty.org; JERRY MURAWSKI; bcrolley@gptx.org; dstephen@gptx.org; lsmith@nctcog.dst.tx.us; tstarr@pbw.ci.dallas.tx.us

Cc: CGoodroad@dallascounty.org; SWilson@dallascounty.org; SMATHEW@dot.state.tx.us

Subject: Re: metric projects deadline

Jack,

Thanks for the info.

How can we help most effectively?

Is this a subject that we all ought to get together to discuss?

Would letters supporting your justification be helpful?

Please keep us posted and let us know what efforts we can make to support Dallas County in avoiding unnecessary delays to these long-awaited projects.

David I. Davis, P.E.
Traffic Engineer
City of Farmers Branch, Texas

DAVID.DAVIS@farmersbranch.info

>>> "Jack Loggins" <JLoggins@dallascounty.org> 03/25/03 11:02AM >>>
Do you want ot get involved in this matter? Obviously, converting all these unbuilt projects will create more delays and since the project has been underway for 4-7 years with the designers, they will greatly increase their costs in an attempt to cover the overrruns that have occurred because of this long process.

Jack W. Loggins, P.E., Dallas County Consultant
Parson's Brinckerhoff
411 Elm Street, 4th Floor, Dallas, Texas 75202
214-653-7136 FAX 214-653 -6445

>>> "Suja Mathew" <SMATHEW@dot.state.tx.us> 03/24 11:52 AM >>>
Craig:
August, 2003 is the deadline for us to submitting the metric projects.
I am trying to get a metric exception for the rest of the CMAQ projects.
We have to convince Austin with our good reasons for maintaining these projects in Metric. Please forward me the justification ASAP. Thanks for your assistance.

Suja

Steve Chutchian

From: Isela Rodriguez [IRodriguez@dallascounty.org]
Sent: Thursday, February 13, 2003 12:55 PM
To: ferriswater@airmail.net; jlandon@airmail.net; ferriswater@azmail.net; Jim.sparks@cedarhilltx.com; ruth.antebi@cedarhilltx.com; Jpierce@ci.addison.tx.us; Schutchian@ci.addison.tx.us; kgriffin@ci.coppell.tx.us; Gvazquez@ci.desoto.tx.us; Kbolton@ci.desoto.tx.us; tjohnson@ci.desoto.tx.us; wshumac@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us; pavageam@ci.farmers-branch.tx.us; mpolocek@ci.garland.tx.us; Rwenderl@ci.garland.tx.us; Rwunderlich@ci.garland.tx.us; jerryh@ci.grapevine.tx.us; jcline@ci.irving.tx.us; jdriscoll@ci.irving.tx.us; jlandon@ci.lancaster.tx.us; jdittman@ci.mesquite.tx.us; rberry@ci.mesquite.tx.us; afrussy@ci.rowlett.tx.us; jchancellor@ci.rowlett.tx.us; Jspeer@ci.university-park.tx.us; msferra@ci.wylie.tx.us; wmcdonald@cityofbalchsprings.com; John.romberger@cityofcarrollton.com; randy.walhood@cityofcarrollton.com; Thomas.Geier@cityofcarrollton.com; tdingler@cityoflewisville.com; batkinson@cityofsachse.com; jcrase@cityofsachse.com; jcrase@cityofsachse1.com; Mikehitt@cityofseagoville.org; cityadministrator@cockrell-hill.tx.us; walter_ragsdale@cor.gov; CSTRINGE@dwu.ci.dallas.tx.us; eholey@dwu.ci.dallas.tx.us; Esteitl@dwu.ci.dallas.tx.us; Lholgui@dwu.ci.dallas.tx.us; nvaughn@dwu.ci.dallas.tx.us; citymanager@glennheights.com; Dstephen@gptx.org; rlarkins@gptx.org; mdadgostar@hptx.org; ovillacamp@netscape.net; ahendrix@pbw.ci.dallas.tx.us; cityofhutchins@prodigy.net; Bsprings@swbell.net; publicworks@townofsunnyvale.org
Cc: DHolzwarth@dallascounty.org; DStringfellow@dallascounty.org; ENgwa@dallascounty.org; JHedge@dallascounty.org; KElkhalid@dallascounty.org; KJackson@dallascounty.org; LStuart@dallascounty.org
Subject: MCIP MS Access Application Downloadable for Review

Greetings Dallas County Partners:

January's MCIP workshop benefitted from the participation of over half of the member cities. The department greatly appreciates your time and input and hopes you found it to be a productive meeting as well. One of the items covered at this meeting was the new MCIP application. The format has been changed from Excel to MS Access 97. As requested, we are providing a draft version of it so that cities may become familiar with the format and have time to work out any technical difficulties prior to the issue of the next call-for-projects. Additionally, we would like input from the cities by February 21st as to whether a workshop geared specifically to learning the new application is necessary.

The DRAFT version of the MS Access application has been placed on Dallas County's website for your review:

http://www.dallascounty.org/html/citizen-serv/pubwks/mcip-projects.html

We suggest you download it using Internet Explorer, as some people have experienced difficulty using Netscape for this purpose. If you are unable to download it with either browser, send us an email with your mailing address and we will get it to you on a CD.

Additionally, a set of instructions on using the database and the technical methodology are also on the webpage.

If you need assistance with using the application do not hesitate to contact me. Contact information can be found on the instruction sheets themselves. Please let us know if anything on the DRAFT MCIP application or instructions do not make sense.

Don't forget to get your comments back to Dr. Edith Ngwa (Engwa@dallascounty.org) or myself by the 21st.

We look forward to hearing from you.

Isela Rodriguez
Transportation Planner
Dallas County Public Works
214-653-6417
****

DRAFT

Part 1. Project Identification

MCIP Number: 1 District: 3 City: Dallas County

Project Name/Location: Example Lane Widening

Beginning: Intersecting Road 1 Ending: Intersecting Road 2 MAPSCO: 46B

Project Length: 1.875 Miles Functional Class: Not on Regional Ave Num of Accidents for last 3 years: 7

Condensed Description of Proposed Improvements: Widen from 2 to 4 lanes, with storm sewer improvements. Add 6' wide sidewalks to both sides.

Part 2. Pavement and Centerline Alignment

Proposed Pavement Section: 4 lane divided.

Current Pavement Conditions: Fair Pavement Design Criteria: City of Dallas, TxDOT

	Existing eg. 2-12' lanes	**Proposed**
Pavement Width:	2 - 11' lanes, 3' shoulders	4 - 12' lanes with C&G
Pavement Surface Type _Thickness:	Asphaltic Surface, 2"	PCCP, 10"
Pavement Base Type Thickness:	Flexible Base, 8"	AC, 4"
Pavement Subgrade Type Thickness:	Stabilized Subgrade, 6"	CSB, 8"
Parkway Width:	0	12'
Sidewalks Width:	0	2, 6'
Through Lanes Width:	2, 11'	4, 12'
Left Turn Lanes _Width:	0	1, 10'
Left Turn Storage Length:	0	100'
Right Turn Lanes:	0	0
Median Width:	0	33'
Bicycle Lanes Width:	0	2, 5'

Grade Requirements:

Average Expected Cut: 3'

Average Expected Fill: 0

☑ Is Centerline aligned with Center of ROW?

If not, how much is it offset from the center and to which side?

For Projects with Repairs:

Type of Repair:

Actual repair size:

include sq ft and linear ft of edge

Part 3. Traffic

Design Speed:	45	mph
Average Posted Speed:	35	mph
Average Operating Speed:	25	mph
Traffic Volume:	2000	
Traffic Volume Source:	NCTCOG	

Presence of Bus and/or Heavy Truck Traffic? ☑

Part 4. Drainage

Storm Sewer Design Criteria:

25 Year Frequency

	Existing	**Proposed**
Number of Culverts and their dimensions: (barrels, SxHxL)	2 barrels, 11'X5'	2 barrels, 11'X5'
Bridge length and width:	200', 40'	200', 100'

Is any section of the road under the 100 year flood plain? ☑

Part 5. Utilities

- [x] Water Lines
- [x] Gas Lines
- [x] Storm Sewer
- [ ] Sanitary Sewer
- [x] Cable
- [x] Electricity Lines

- [ ] Railroad Lines
- [ ] TRA Lines
- [ ] Transmission Lines
- [x] Underground Vaults

Other Underground Utiliti: fiber optics

Document known Risks for Utility Partners: duct bank

- [ ] Utilities are on Existing Street ROW
- [x] Utilities Own their ROW or have Previous Easements
- [x] SUE (Subsurface Utility Engineering) will be needed

Any Special Considerations?

Part 6. ROW Acquisition

A. Safety

- [ ] Transit (DART lines)
- [x] School
- [x] Church
- [ ] Municipal Buildings

Other

B. Environmental

- [x] Floodplain
- [x] Lake
- [ ] Historical Designation
- [ ] Cemetery
- [x] Junkyard

Other

C. Right of Way

ROW Contact Person	Mr. Rowman
Phone Number:	(214) 753-6859
Existing ROW Width:	60'
Proposed ROW Width:	115'
Number of ROW Parcels:	25

Area of ROW required:

Fee Acquisition:	150,000	sq. ft.
Permanent Easement:	30,000	sq. ft.
Temporary Easement:	50,000	sq. ft.

Number of Bisected:

Houses:	0
Commercial Buildings:	1

D. General Acquisition Costs

Estimated Cost of Land Only	$75,000.00
Cost of Improvement in ROW	$125,000.00
Number of Parcels with Damages:	5
Cost of Damages:	$100,000.00
Number of Bisected Improvements:	1
Cost of Bisections:	$150,000.00
ROW Subtotal:	$450,000.00
Inflation Factor (6 years)	$81,000.00
Total ROW Cost:	$531,000.00

Comments on ROW Availability/ Easements: Bisected improvement is a school. XYZ addition has 20' dedication for ROW.

List and Explain Any Non Conformity Issues: Junkyard on South Side of the project does not comply with zoning.

Part 7. Other Amenities to the Project

***These items may not be covered under MCIP contract.

- [x] Landscaping***
- [ ] Exposed Aggregate Driveways, Sidewalks***
- [ ] Stamped/Colored Concrete***
- [ ] Irrigation***
- [ ] Brick Pavers***
- [x] Street Lighting

- [x] Traffic Signals
- [x] Pavement Markings
- [ ] DART Bus Turnout
- [ ] Bus Stops or Shelters
- [ ] Water Utility Improvements*
- [ ] Water Utility Relocation***
- [x] Sanitary Sewer Improvements***

- [ ] Sanitary Sewer Relocation**
- [ ] Retaining Walls
- [x] Sod, Seeding, Topsoil
- [x] Drainage Improvements
- [ ] RR Crossing Improvements
- [x] Grade Separations
- [ ] Ramps or Connectors to TxDOT Facilities

Part 8. Public Involvement

- [x] Has your City Council Approved the Project?
- [x] Has Any Opposition been encountered?

Comments on Opposition: Currently in negotiations due to related project. Expected to reach agreement late Summer 2003.

Other General Comments: Related project is an apartment complex housing 100 families.

Part 9. Project Cost

Paving and Drainage:	$1,650,000.00	Design:	$225,150.00	**Total Project Cost:**	$3,494,370.00
Bridge:	$0.00	Right Of Way Cost:	$531,000.00	- Utility/Amenities:**	$15,000.00
Lighting:	$150,000.00	SUE:	$35,550.00	Shared Cost=	$3,479,370.00
Signal:	$175,000.00	Utility/Amenities:*	$15,000.00	Percent of Local Contribution	50 %
Railroad:	$0.00	**Subtotal 2=**	$3,176,700.00		
Subtotal 1=	$1,975,000.00	Project Delivery:	$317,670.00	**City's Share:**	$1,739,685.00
Inflation:	$355,500.00				
Materials Testing:	$39,500.00	Supporting Comments Regarding Cost:			
Construction Total	$2,370,000.00				

*** Utilitly/Amenities costs typically borne by City

10. Please submit maps and supporting documents depicting the project and needs. Sketches are also welcome and appreciated.

DRAFT

Dallas County

Major Capital Improvement Program (MCIP)
Application Instructions

The following instructions provide a detailed description of the information requested for each field within the MS Access 97™-based Project Application. The application was designed to solicit sufficient information to convey a thorough understanding of each proposed project. It is recommended that a team composed of Planners, Engineers, and Right Of Way agents be assembled to completely fill-out the application for each proposed project. Additionally, cities are strongly encouraged to submit all available documents on the proposed project such as design plans, ROW parcel acquisition/donations, and preliminary engineering specifications, in order to assist the County in the project cost estimation, evaluation, and selection process.

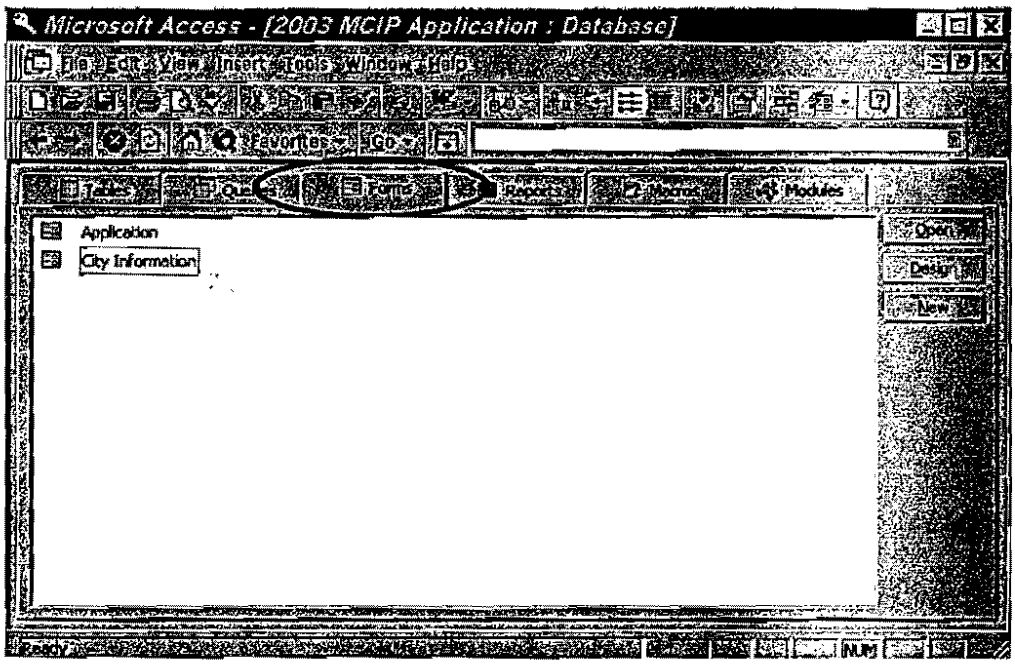
Table of Contents

Step 1: Accessing the Application

Because this application is being distributed on a CD, you will need to save a copy of the application to your hard drive in order to save any entries you make to the form. It is also recommended that you save these instructions in the same folder for quick reference.

Step 2: Entering Contact Information and Navigating MS Access 97™

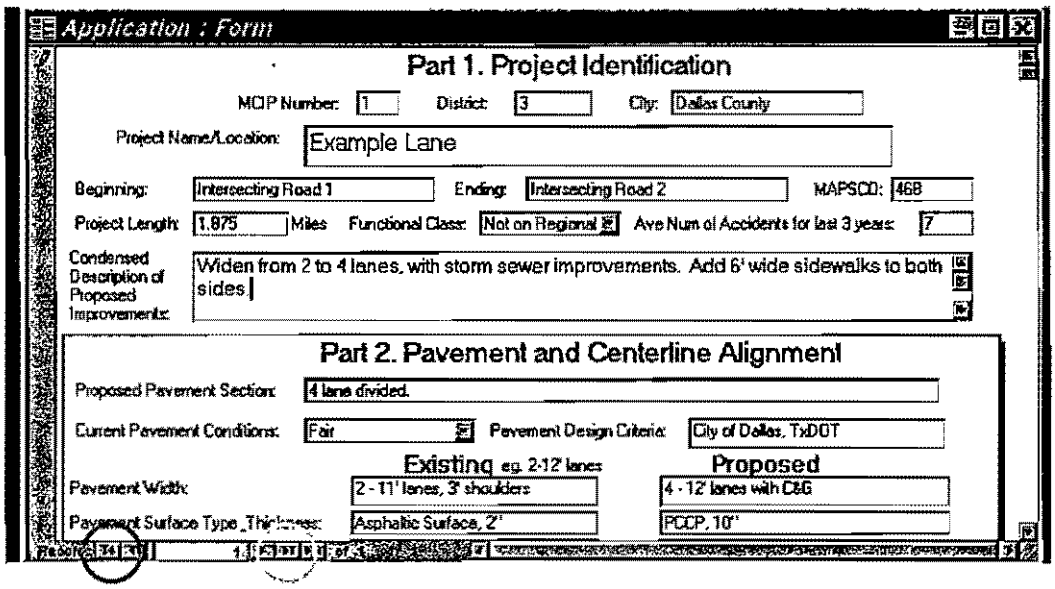
After you copy the contents of the CD to your hard drive, you are ready to launch the '2003 MCIP Application' Database. Open it up and find the Forms tab (pink circle). Click on the Forms tab. In the Forms tab you will see a form called "City Information". Point the cursor to this form and double click on it to open it.



Once you open the "City Information" form, you will see a space to enter your city's name, the project contact person's name, email, mailing address, and phone numbers. You can advance along the form by using your keyboard "Tab" key or the point-and-click method. Upon completion of this form, you may close the 'City Information' form by clicking on the "X" in the upper right corner of the form window. The data you entered will automatically be saved. Be sure to click on the lower "X" as clicking on the upper "X" will close the MS Access application.

Step 3: Entering Project Information

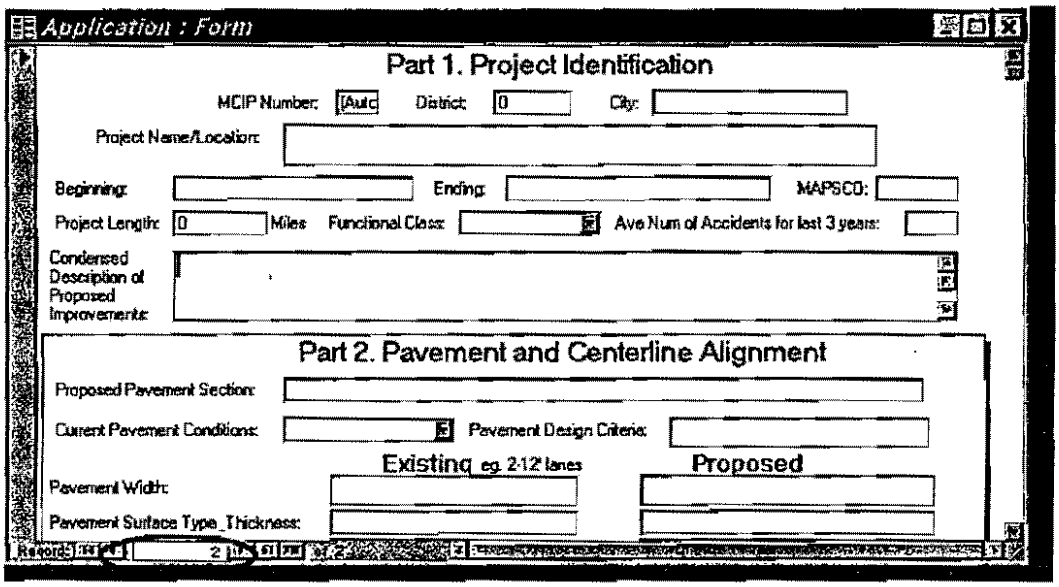
You are now ready to begin filling out the project information. Once again, looking at the Forms tab, you want to open up the 'Application' form. Upon double clicking on 'Application', the following should appear:



Notice that the **first record** has been filled out. This has been provided as an example only of the kinds of responses requested for each question. Whenever you are unsure of what to enter into a field, you can press the button on the bottom left corner of the screen that has a green circle around it above. It is a bar line with a left arrow next to it. This button brings you back to the first record, which in this case is the example record. Once you have looked at the field in question, press the right arrow bar line (yellow circle) and it will take you to the last record in the database, which in a sequential order of input would be the one you were just working on. Additionally, the button with the left and right arrows alone allow you to go through your applications in order of input either backwards or forwards respectively

The **scroll bar** on the right side of the form allows you to go up and down on the application form. Take a moment to scroll down to the end of the example application noticing the number of parts (sections) in this application and the types of questions requested in each. Upon becoming familiar with the application you are now ready to enter the information for your first application.

Press the Right Arrow Star button that is located to the right of the yellow circle above. This button means a new record will now be entered. At this point the number between the arrows we have been looking at will change to 2. This number will change sequentially as more projects are added. The screen at this point should show the following:



Point your cursor to the District field and begin entering your project-specific information. After entering the number of the Dallas County district in which the project is located, you can move ahead by pressing the 'Tab' key. Once you have tabbed your way to the bottom of the application and filled in all of your project information, pressing tab again will automatically start a new record for you. At that point you will see that the number in the bottom of the screen between the arrow boxes (purple circle) increased by one.

Continue filling in all project information. You can leave off and come back to any and all applications as time permits. If the example alone (record 1) does not provide a clear enough explanation of the desired input, you can also access explanations to each field in the "Individual Field Identification" instructions provided below.

Step 4: Submitting your Applications to Dallas County

Congratulations! You have now entered all of your project information and saved it to your hard drive, or network computer. The task at hand now is to get the information back to Dallas County in time for the submission deadline. The following two things should be provided to Dallas County:

1) Paper Submittal of all Applications and Cover Sheet:

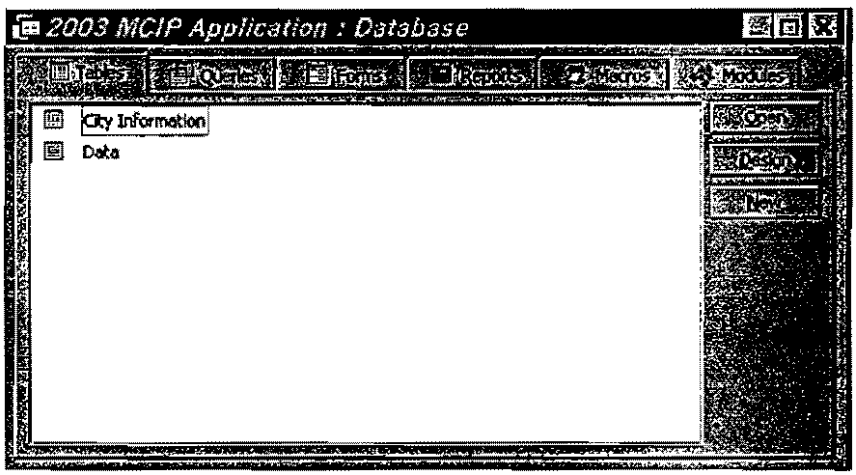
Go to the "Reports" Tab in the Access Application. You will see two reports labeled '2003 MCIP Application' and 'Application Cover Page'. Open each up one at a time and print both out. Be sure to Preview each report to ensure the margins are set correctly on your computer so that you do not end up with wasted paper. Each application should print out on three sheets of paper. Some of the fields may not print out the inputted text in its entirety. Do not worry about those fields, part two of the submittal will provide us with the hidden information is for.

The 'Application Cover Page' will show your main contact information and should display the correct number of applications you are submitting. Upon verification of those items, preview the report and print it out. If there are any errors in the data, they can be corrected in the Forms tab where you originally entered your city's contact information. If the number being represented as number of submittals is incorrect, simply cross it out on your paper copy and write the correct number in. You will be mailing in this packet of information, together with any supporting data such as maps, titles, etc. to Dallas County Public Works, care of Dr. Edith Ngwa. The address should have printed out with your 'Application Cover Page' as a separate sheet.

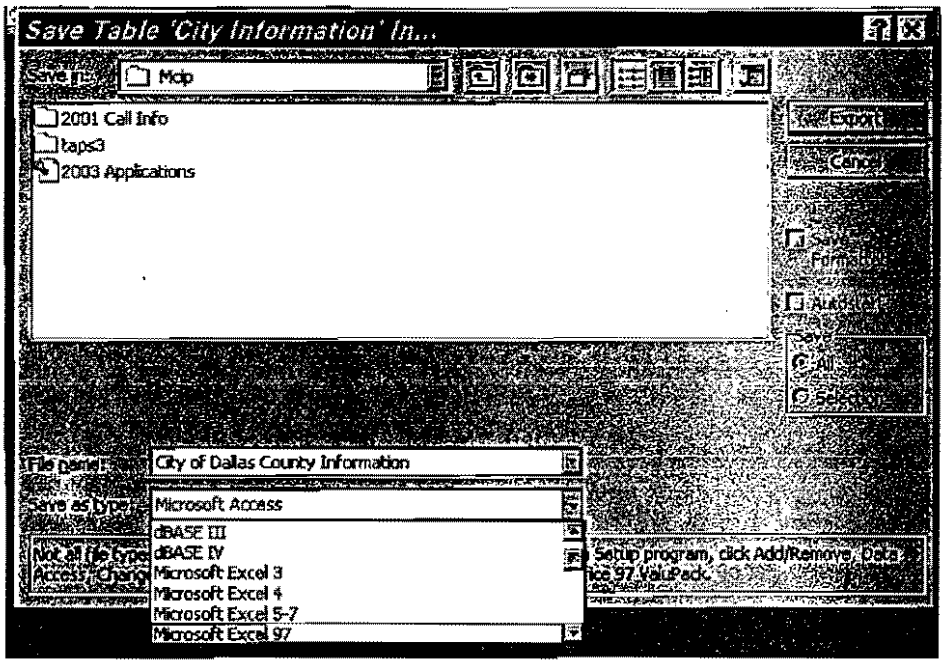
2) Electronic Submittal of Database

Dallas County also needs to receive the database in an electronic format along with the paper copy. Since the application file will be too large to email, you will have to burn it onto a CD. Those cities with CD burners will be able to burn their completed copy of the 2003 MCIP Application back onto the original CD for submittal to Dallas County **(Preferred Method)** and include it in the same package as the paper copies.

If you **do not** have a CD burner, you can try zipping the file onto a diskette or emailing it in its zipped state. If neither of these work, the next option would be to convert the individual tables into an Excel spreadsheet and email them to Dallas County. You can convert the tables into Excel by doing the following:



Go to the Tables Tab. You will see two tables in this tab called 'City Information' and 'Data'. Highlight the 'City Information' tab as shown below.
Right click on 'City Information' once. Next, select "Save As/Export". Make sure the "To an External File or Database" button is selected and click OK. Change the file name to "City of [Your City Name] Information" and the file type to Excel as shown below:



Click Export and repeat for the 'Data' Table as well, renaming it 'Data for the City of [Your City Name]'. The Excel spreadsheets created should be substantially smaller and fit into a diskette or email format. If again, they are not, call me (Isela Rodriguez) at (214) 653-7151.

Individual Field Identification

Part 1. Project Identification

MCIP Number:	This field will be populated automatically and requires no input on the part of the City.
District:	Dallas County Commissioners' District in which project is located (1-4)
City:	The City submitting the application
Project Name/Location:	Street on which project is located and one word explanation (Widening, Repaving, etc.)
Beginning:	For linear projects, enter the point of beginning; for intersections, enter the cross-street
Ending:	For intersections, enter N/A
MAPSCO:	Give the project location in the MAPSCO
Project Length:	Length in miles. For intersections, enter 0.25 miles
Functional Class:	Select 2001 Regional Thoroughfare Plan classification According to NCTCOG of project street from the drop down menu: Freeway; Regional Arterial; Other Arterial; Not on Regional Thoroughfare Plan
Average Number of Accidents:	Based on police accident records, state the average number of accidents that have occurred in the proposed project location in the last 3 years.
Condensed Description of Proposed Improvements :	Fully describe the proposed project concisely.

Part 2. Pavement and Centerline Alignment

Proposed Pavement Section:	Number and width of lanes. If known, indicate if the road is to be divided (D) or undivided (U).
Current Pavement Condition:	Select the condition of the roadway from the drop down list - Excellent, Good, Fair, or Poor.
Pavement Design Criteria:	List the order of precedence of design standards. Some of the standards are TxDOT, NTCOG, City and AASHTO standards. An example would be City of Dallas, NTCOG and TxDOT. This example says that the City of Dallas standards are over NCTCOG which is over TxDOT. If a specific city standard is not used the county will assume to use the City of Dallas standards.

EXISTING AND PROPOSED:

Pavement Width: For existing roadway – list the width of pavement. Examples are 2- 11 ft. lanes or 3- 10 ft. lanes or 24 ft. For proposed roadway – list the number and width of the lanes. The width should be in feet.

Pavement Surface Type & Thickness: For the existing roadway – list the surface type of the road and its thickness in inches. Examples are asphalt, asphalt over concrete or concrete pavement. For the proposed roadway – Enter the type of pavement surface desired and its thickness.

Pavement Base Type & Thickness: For the existing roadway, enter the thickness in inches of the base pavement and its type. If the current pavement thickness is unknown, state unknown. For the proposed roadway enter the minimum pavement thickness and type.

Pavement Subgrade Type & Thickness: For the existing roadway, enter the thickness in inches of the pavement subgrade and its type. If the current pavement thickness and material are unknown, state unknown. For the proposed roadway enter the minimum subgrade pavement thickness and type.

Parkway Width: In feet, state the width of Right of Way from the back of the curb to the Right of way line. If no curbs, state the distance from the edge of the pavement to the Right of Way line along with no curbs. The parkway usually contains the sidewalk and the utilities such as electric, gas, water meters and cleanouts. If the parkway width is not the same on each side of the road state such. An example is 10 ft E and 14 ft. W which means 10 feet on the East side and 14 feet on the West side of the road.

Sidewalks & Width: If no sidewalks, enter "0"; if sidewalks on one side, indicate which side (L,R,N,S,E,W)and width in feet; if sidewalks on both sides, enter "2"and width of each in feet. Eg.: 2, 6' means there are 6 foot sidewalks on both sides.

Through Lanes & Width: For corridors, use the minimum number of through lanes in both directions anywhere within the project limits. For example, a roadway that at its narrowest provides for one lane of through traffic in each direction would be encoded as "2". Note that dual left turn lanes or auxiliary lanes are not included. For intersections, use the maximum number of lanes available for through traffic for the direction with the minimum number of lanes, including shared lanes. For example, an intersection that provides for 3 through or shared /through lanes in one direction but only two in the other would be encoded as "2". Note that exclusive turn lanes are not included in this count.

Left Turn Lanes & Width: **For corridors**: reflects the presence of continuous left turn lanes or bays at every intersection. **For intersections**: this value is the maximum number of exclusive or shared left lanes on the approach with the minimum number of left turn lanes. (See comment for through lanes)

Left Turn Storage Length: What is the length of the left turn storage bay in feet?

Right Turn Lanes: **For corridors**: reflects the presence of auxiliary accel/decel and right turn lanes. **For intersections**: enter the maximum number of right turn

lanes (exclusive and shared) on the approach with the minimum number of such lanes.

Median Width: For the existing roadway, state the width in feet of the median from the inside edge of the pavement to the other inside edge of the pavement. If there is not a median then state 0. For the proposed roadway state the desired width of the median in feet.

Bicycle Lanes & Width: If no bicycle lanes, enter "0"; if bicycle lanes on one side, indicate which side (L,R,N,S,E,W); if bicycle lanes on both sides, enter "2". After determining side, enter width of lanes in feet. Eg.: 1 N, 12' (Bicycle facility on the north that is 12' wide.)

Grade Requirements

Average Expected Cut: If known state the average amount of material to be removed in feet.

Average Expected Fill: If known state the average amount of material to be added in feet.

For Projects with repairs

Type of Repair: Identify the type of repair to be done by selecting from the drop down list. If your repair type does not fall into any of the drop down list categories, type it in.

Actual Repair Size: State the size of the area to be repaired in square feet and linear feet of edge.

Is centerline aligned in center of ROW? If not, how much is it offset from the center and to which side?: Yes / No. Check the box for yes. If it is not aligned, state in feet the distance from the roadway centerline to the midpoint of the Right of Way.

Part 3. Traffic

Design Speed: Speed the roadway was designed for.

Average Posted Speed: For corridors with more than one speed limit, the average posted speed (in miles per hours) is the weighted average of the posted speeds. For intersections, enter the highest posted speed of the intersecting roads.

Average Operating Speed: Operating speed at period of peak demand, in miles per hours, calculated by dividing the length of the project by the time required (in hours) to traverse the projects.

Traffic Volume: The average daily traffic (adt) of the facility to be improved. For new roadway facilities, enter "N/A"

Traffic Volume Source: The source of traffic volume information. For estimates, enter "Estimate"; for real world data, enter "Count" and the month and year of the count.

Presence of Bus and/or Heavy Truck Traffic: Check the box if the project is on a roadway that experiences bus or heavy traffic. Leave box unchecked if it does not have heavy vehicles on it.

Part 4. Drainage

Storm Sewer Design Criteria: State what storm sewer or drainage manual are proposed. Is no storm sewer is needed then state N/A. If a storm sewer is to be installed and the city does not have their own manual then use the City of Dallas Manual.

EXISTING AND PROPOSED

Number of culverts and dimension of culverts: State number and dimension of existing and proposed culverts. If none exists and/or is being proposed, enter "N/A"

Bridge length and width : State length and width of existing and proposed bridge. If none exists and/or is being proposed, enter "N/A"

Is any section of the road under the 100 year flood plain?: Check box for "Yes", Leave blank for "No"

Part 5. Utilities

For each of the following utilities, please check if it exists in the proposed project.

Water Lines:

Gas Lines:

Storm Sewer:

Sanitary Sewer:

Cable:

Electricity Lines:

Railroad Lines:

TRA Lines:

Transmission Lines:

Underground Vaults:

Other Underground Utilities: Please state any other utilities not listed above that exist in the proposed project location

Document known risks for utility partners: State any known risks for utility partners

Utilities are on existing street ROW: Check if utilities exist on street ROW and leave blank if they do not

Utilities own their ROW or have previous easements: Check the box if utilities are located on their own ROW or have an existing easement and "No" if utilities are located on street ROW

SUE (Subsurface Utility Engineering) will be needed: Check the box if SUE will be needed

Any Special Considerations: Please state any other concerns or special considerations for utility relocation from the project ROW

Part 6. ROW Acquisition

A Safety

Check if the following exist or are proposed as part of the project.

Transit (DART Lines):

School:

Church:

Municipal Buildings:

Other: State any other safety issue that might exist in the proposed project location

B. Environmental

Check if the following exist / apply in the proposed project.

Floodplain: Please indicate the FIRM Panel number in the "Comments of ROW Availability/Easements" Box

Lake: If present, indicate proximity (in feet) of a lake to the project in the "Comments of ROW Availability/Easements" Box. If project crosses lake, please say so.

Historical Designation: Please indicate location and organization that bestowed the designation in the "Comments of ROW Availability/Easements" Box

Cemetery: Please indicate name of cemetery and contact person if known in the "Comments of ROW Availability/Easements" Box

Junkyard: Please indicate if junkyard is present and any contact information known in the "Comments of ROW Availability/Easements" Box

Other: State any other environmental issue that might exist in the proposed project location and contacts if known

C. Right of Way

ROW Contact Person: Who is the person to contact for ROW questions in your organization?

Phone Number: What is the ROW contact's phone number?

Existing ROW width: This is the width of the road right of way before the project. If the width is variable please include a map to indicate the varied widths with your project submittal.

Proposed ROW width: This is the amount of right of way that it will required to complete the project

Number of ROW parcels: Number of Properties that will be impacted by the project. Please include easements in this number.

Area of ROW Required

Fee Acquisition: What is the acquisition fee?

Permanent Easement: State if there is a permanent easement

Temporary Easement: State if there is a temporary easement

Number of Bisected:

- **Houses:** Enter the number of houses being bisected.
- **Commercial Buildings:** Enter the number of commercial buildings being bisected.

Comments on ROW Availability: Please indicate any properties that may be a dedicaion possibility or that are known to be against the project being completed.

D. General Acquisition Costs

Estimated Cost of Land Only: An estimate of the consideration due the land owners for the land to be acquired without reguard to improvements or damages

Cost of Improvement in ROW: The compensation due to the land owners for the improvements with in the acquisition area. This will include Landscaping , driveways and other flatwork, fencing, and all other improvements in the acquisition area.

Number of parcels with damage: List the number of parcels with damage

Cost of damages: State cost of damages

Number of bisected improvements: List number of bisected improvements

Cost of Bisections: State cost of bisection

ROW Subtotal: Subtotal of all above costs (Automatically added up. If nothing is shown, be sure $0 are entered where no costs will accrue above.

Inflation Factor (6 years): Cost of inflation over 6 years.

Total ROW Cost: Total costs of all ROW items above, plus inflation

List and explain any non-conformity issues: Ex. Contaminated Soil, service stations, fuel tanks, landfills, noise walls, trailer parks, tree ordinances, etc.

Part 7. Other Amenities to the Project

Please check if the following amenities are proposed as part of the project. The cost of items with asterisks may not be covered by Dallas County.

Landscaping:

Exposed Aggregate Driveways, Sidewalks:

Stamped/Colored Concrete:

Irrigation:

Brick Pavers:

Street Lighting:

Traffic Signals:

Pavement Markings:

DART Bus Turnout:

Bus Stops or Shelters:

Water Utility Improvements:

Water Utility Relocation:

Sanitary Sewer Improvements:

Sanitary Sewer Relocation:

Retaining Walls:

Sod, Seeding, Topsoil:

Drainage Improvements:

RR Crossing Improvements:

Grade Separations:

Ramps or Connectors to TXDOT Facilities:

Part 8. Public Involvement

Has your City Council Approved the Project?: Check if Yes.

Has any Opposition been encountered?: Check if Yes.

Comments on Opposition: State the nature of the opposition encountered, if any

Other General Comments: State any additional comments you may have on public involvement

Part 9. Total Project Cost

Paving and Drainage Cost : Includes paving, drainage, sidewalks, bike lanes, and handicap ramps

Bridge: Cost of bridge (Typically $60/Sq. Ft._

Lighting: Cost of lighting (Typically $3800 / light based on one light per 200 feet)

Signal: Cost of signals

Railroad: Railroad cost (Typically $200,000 for 4 lanes or $300,000 for 6 lanes)

Subtotal 1: Cost of paving and drainage + Bridge Cost + Lighting Cost + Signal Cost + Railroad Cost (if any).

Inflation: 3% / year X 6 years X Subtotal 1

Materials Testing: 2% X Subtotal 1

Construction Total: Subtotal 1 + Inflation + Material Testing

Design : Cost of design
(11% X Construction Total if Construction Total is $1 million or less
9.5% X Construction Total if Construction Total is between $1 million and $5 million
7% X Construction Total if Construction Total is between $5 million and $25 million)

ROW Cost:	Total cost of ROW, carried over from ROW section automatically
SUE:	Cost of Sub-surface Utility Engineering (Typically 0 to 1.5%, depending on utilities involved in the project, X Construction Total.)
Utility/Amenities:	Cost of utility will be added to only city share of total project cost
Subtotal 2:	Subtotal 1 + Construction Total
Project Delivery Cost:	10% X Subtotal 2
Total Project Cost:	Total of all project costs above
Shared Cost:	Total project cost less cost of Utility/Amenities
Percent of Local Cost Contribution:	The percent of the total project cost your city is willing to contribute
City's Share:	The share of total cost borne by the city, based on percent of local contribution
Supporting Comments Regarding Cost:	State any other supporting comments regarding project cost. For example, if city has already paid for design cost and plans exist, or city will pay for the entire cost of utility relocation, etc.

Please do not forget to mail your supporting documents!

STATE OF TEXAS §

COUNTY OF DALLAS §

MASTER AGREEMENT GOVERNING

TRANSPORTATION
MAJOR CAPITAL IMPROVEMENT PROJECTS

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

WITNESSETH

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

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

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

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

AGREEMENT

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

a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.

b) **CITY** shall mean the City of _____, County of Dallas, State of Texas.

c) **COUNTY** shall mean the County of Dallas, State of Texas.

d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include

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

e) **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.

f) **INDIRECT COSTS** shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.

g) **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791 .

h) **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.

i) **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.

j) **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.

k) **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

l) **PREDESIGN CHARRETTE** shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.

m) **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.

n) **PROJECT TEAM** shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.

o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.

p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

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

q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

(r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.

~~(s)~~(s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.

~~(t)~~(t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.

~~(u)~~ (u) **TxDOT** shall mean the Texas Department of Transportation.

(v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.

(w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.

(x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all **UTILITIES** located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

(y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES, excluding CITY UTILITIES,** whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.

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

Article II. PERIOD OF THE AGREEMENT

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

Article III. AMENDMENTS

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

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

1. TERMINATION

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

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

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

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

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

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

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

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

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

E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.

F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption

G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

2. **FORCE MAJEURE:**

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

Article V. <u>INDEMNIFICATION</u>

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

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

Article VI. NOTIFICATION

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

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

Dallas County Public Works

Donald R. Holzwarth, P.E., Director

411 Elm Street, Suite 400

Dallas, Texas 75202-3389

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

_____

City, Texas

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

Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:

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

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

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

CITY shall bear the entire cost of:

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

2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;

3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES.

4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;

5. CITY Indirect Costs.

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

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

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

D. ~~D.~~—To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT**.

E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.

F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in

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

G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.

L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.

M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.

N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.

O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN** .

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

Article VIII. UTILITY IMPACTS.

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

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

Article IX. COUNTY AGREES AS FOLLOWS:

A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of

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

A.C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE , preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.

E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.

F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.

G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

I. To require all contractors to secure all necessary permits required by CITY on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.

K. In and for Ten Dollars ($10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.

L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

Article X. PREDESIGN CHARRETTE

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

B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette .

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

Article XI. FUNDING

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

B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and ~~all~~the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding ~~for the project~~ has been ~~certified in writing to have been~~ placed

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

C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

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

Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.

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

Article XII. RIGHT OF ENTRY

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

Article XIV. LIST OF PROJECTS

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

Article XV. MISCELLANEOUS GENERAL PROVISIONS

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

B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

E. **Federal or State of Texas Funding**. In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

F. **Headings**. The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.

G. **Number and Gender**. Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

H. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The City of _____, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes_____Dated the ____day of _____, 200_ .

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

CITY OF _____

BY_____
TITLE

ATTEST_____
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY_____
LEE JACKSON, COUNTY JUDGE

APPROVED AS TO FORM:

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

Passed 5/28/02

#2d-1

Council Agenda Item: #2d

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:

Project	Amount
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.

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

COURT ORDER

ORDER NO. 2002 1375

DATE: JUL 3 0 2002

STATE OF TEXAS ¶
¶
COUNTY OF DALLAS ¶

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 30th day of July, 2002, on motion made by Jim Jackson, Commissioner of District No. 1, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

WHEREAS, the matter set forth below was briefed in Commissioners Court on July 23, 2002; and

WHEREAS, in order to implement the projects requested by the Town of Addison for the Major Capital Improvement Projects (MCIP) for the Program Years 2004, 2005, and a portion of 2006, it is necessary to execute a **MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison; and

WHEREAS, pursuant to Court Order 2000-2117 Dallas County Commissioners Court approved participation in the MCIP with a list of proposed accepted projects attached to the Court Order; and

WHEREAS, the Town of Addison has submitted the referenced agreement for final execution which is attached for execution by Commissioners Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the County Judge is hereby directed and authorized to execute the **attached MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison.

DONE IN OPEN COURT, this the 30th day of July, 2002.

Lee F. Jackson, County Judge

Jim Jackson, District 1

Mike Cantrell, District 2

ABSENT
John Wiley Price, District 3

Kenneth A. Mayfield, District 4

Recommended for Approval:

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

DALLAS COUNTY
PUBLIC WORKS

August 15, 2002

Mr. Michael Murphy
Director of Public Works
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: **TRANSMITTAL OF MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS**

Dear Mr. Murphy:

Enclosed please find one (1) copy of the referenced MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS, along with a copy of Court Order No. 2002-1375,dated July 30, 2002, for your records and use.

Should you have any questions or comments, please do not hesitate to contact this office. Thank you for your cooperation in this endeavor. We look forward to working with your city on future thoroughfare projects.

Sincerely,

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

DRH:ABR:JCN/dlc

enclosure

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

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 R02-045 **, Minutes** _____ **Dated the** 28th **day of** May **, 2002 .**

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number 2002-1375 **and passed on the** 30th **day of** July **, 2002.**

TOWN OF ADDISON
COUNTY OF DALLAS, TEXAS

BY: _____
RON WHITEHEAD, CITY MANAGER

DATE: _____

COUNTY OF DALLAS, TEXAS

BY: _____
LEE JACKSON, COUNTY JUDGE

DATE: 7/30/02

ATTEST:

BY: _____
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

APPROVED AS TO FORM:

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

PBS&J

An employee-owned company

July 2, 2003

Mr. Steve Chutchian
Town Engineer
Town of Addison
16801 Westgrove Dr
Addison, Texas 75001-9010

RE: Cost Estimate for Beltline Road

Dear Mr. Chutchian:

Attached is a proposed contract to prepare a cost estimate and a Dallas County application for Beltline Road. We appreciate the opportunity to submit this proposal and are anxious to begin this project.

Based on our discussions, we are providing this proposal with the understanding that this project is a rather straight-forward cost estimating effort along with the preparation of the Dallas County application

We propose that we perform this work on an hourly basis. We have been asked to provide a maximum amount, which we have done. Obviously this amount is based on our best estimate of time required to perform the tasks in the scope of services that we have developed. We feel this is a very "tight" estimate and will depend on the full cooperation of the Town's Public Works staff in providing information, making decisions and timely reviewing our submittals in order for us to accomplish this project within our budget and the timeframe required.

We trust that this contract is agreeable to you and anticipate the return of one executed original with a notice to proceed within approximately one week. We look forward to getting started and working with you on this project.

Sincerely,

Clarence Daugherty

Clarence Daugherty, P.E.
Director of Municipal Services

LIKE TO
DO
APPLICATION

C:\Addison\Beltline & KS trans ltr REV, 7-2-03.doc

5999 Summerside Drive, Suite 202 • Dallas, Texas 75252 • Telephone: 972.380.2605 • Fax: 972.380.2609 • www.pbsj.com

PBS&J

Rev. 10/00

Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

PHONE NUMBER: (972) 450-2886

CLIENT: Town of Addison

FAX NUMBER: (972) 450-2837

ADDRESS: 16801 Westgrove Dr.
Addison, Texas 75001-9010

CONTACT PERSON: Steven Chutchian, P.E.

PROJECT NUMBER: _____

SHORT TITLE: Beltline Cost Estimate and Application

1. DESCRIPTION OF PROJECT SITE:

Beltline Road between Dallas Parkway and Marsh Lane.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- ☐ **Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.***
- ☐ **A Lump-Sum charge of $ _____, plus out-of-pocket expenses.***
- ☑ **Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.***
- ☐ **Other - See Attachment B.**
  *** See explanation under Item 5 below.**

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

(SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison	POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED:	SIGNED:
TYPED NAME: Michael Murphy	TYPED NAME: John R. Shenck
TITLE: Director of Public Works	TITLE: Senior Vice President
DATE:	DATE: 7/2/03

Distribution: Copy 1 - PBS&J; Copy 2 - Client; Copy 3 - PBS&J Accounting

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

   Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18% and shall be itemized and included in the invoice.

   Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

   It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

   The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

   It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from PBS&J's services under this agreement shall be at the Client's or others' sole risk without liability to PBS&J.

15. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.

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18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

19. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".

20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

ATTACHMENT A
SCOPE OF SERVICES

BELTLINE ROAD

Tasks To Be Performed by PBS&J.

Task 1 - Estimating the Cost.

PBS&J will provide the services necessary to develop estimates of cost for two alternative methods of rehabilitating the pavement of Beltline Road and to prepare an application for funding participation by Dallas County. The project limits will be from Dallas Parkway (Dallas North Tollway) to Marsh Lane.

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SCOPE OF SERVICES

This proposal assumes, for both options

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When the Town determines which option to utilize, PBS&J will prepare an application to the Dallas County MCIP to request the County participate in the cost of the selected option

ATTACHMENT A
SCOPE OF SERVICES

Tasks to Be Performed by the Town.

- provide locations and agree on size of section of failed pavement to be removed and replaced

- determine if any water or sewer mains need to be replaced as part of this project

- provide Town documents such as accident records, etc., necessary for the proper completion of the Dallas County MCIP application

- review submittals of PBS&J and provide timely comments for revisions

ATTACHMENT B
COMPENSATION AND SCHEDULE

Compensation

PBS&J proposes to charge for the time actually spent providing the services specified in Attachment A. The time will be charged according to the rates shown in the attached Standard Rate Schedule, with a total fee for the tasks listed in Attachment A, Scope of Services, not to exceed $24,000.

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Schedule

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Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	$ 50.00	to	$ 100.00
Senior Engineering Staff	$ 29.00	to	$ 85.00
Engineering Staff	$ 19.00	to	$ 55.00
Senior Scientist	$ 23.00	to	$ 70.00
Scientist	$ 13.00	to	$ 40.00
Senior Survey Staff	$ 28.00	to	$ 55.00
Survey Staff	$ 15.00	to	$ 31.00
Senior Technical Support	$ 20.00	to	$ 48.00
Technical Support	$ 11.00	to	$ 28.00
Lab Technicians	$ 8.00	to	$ 30.00
Senior Clerical / Administration	$ 24.00	to	$ 45.00
Clerical / Administration	$ 9.00	to	$ 32.00

SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	$ 95.00 per hour
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Four-man Field Crew	$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	$ 25.00 per hour
G.P.S. Static Receivers	$ 160.00 per day per receiver
G.P.S. RTK System	$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

PBS&J

Rev. 10/00

Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into _____, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

PHONE NUMBER: (972) 450-2886

CLIENT: Town of Addison

FAX NUMBER: (972) 450-2837

ADDRESS: 16801 Westgrove Dr.
Addison, Texas 75001-9010

CONTACT PERSON: Steven Chutchian, P.E.

PROJECT NUMBER: _____

SHORT TITLE: Beltline Cost Estimate and Application

1. DESCRIPTION OF PROJECT SITE:

Beltline Road between Dallas Parkway and Marsh Lane.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- ☐ **Direct personnel expense plus a surcharge of _____ %, plus reimbursable costs.***
- ☐ **A Lump-Sum charge of $ _____, plus out-of-pocket expenses.***
- ☑ **Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.***
- ☐ **Other - See Attachment B.**

*** See explanation under Item 5 below.**

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

(SIGN WITH BALL POINT PEN)

CLIENT: Town of Addison	POST, BUCKLEY, SCHUH & JERNIGAN, INC.
SIGNED:	SIGNED:
TYPED NAME: Michael Murphy	TYPED NAME: John R. Shenck
TITLE: Director of Public Works	TITLE: Senior Vice President
DATE:	DATE: 7/2/03

Distribution: Copy 1 - PBS&J; Copy 2 - Client; Copy 3 - PBS&J Accounting

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

   Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18% and shall be itemized and included in the invoice.

   Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

   It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

   The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

   It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

7. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.

8. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the project.

11. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

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ATTACHMENT- Scope of Services
ATTACHMENT B-Compensation
ADDENDA A (if required)

ATTACHMENT A
SCOPE OF SERVICES

BELTLINE ROAD

Tasks To Be Performed by PBS&J.

Task 1 - Estimating the Cost.

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This proposal assumes, for both options

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DALLAS COUNTY
PUBLIC WORKS

STEVE,
SEE ME
ABOUT THIS

July 3, 2003

Mr. Michael Murphy
Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Mr. Michael Murphy:

Dallas County Public Works is eag ajor Capital Improvement Program ***"Call-for-Projects"***. Your candidate projects should be submitted to our office by August 29, 2003, at which time the evaluation criteria will begin for the selection of the successful projects to be constructed in FY 2008-2010.

As mentioned in the April 1, 2003 letter from the Commissioners Court, one essential item that ***will*** be required as part of your submittal is your plan-of-action statement toward addressing the adoption of any Orphan Roads in or adjacent to your existing city limits. Failure to submit such a statement will jeopardize your submittal for selection in this call. It could also affect any projects already selected in Calls I and/or II, even if no Call III projects are submitted.

The application is available for download at:
http://www.dallascounty.org/html/citizen-serv/pubwks/mcip-projects.html. If you have any questions concerning the submittal application, please feel free to contact me or Edith Ngwa at 214-653-7151 and we will be glad to discuss the process with you.

Sincerely,

Sam L. Wilson

Sam L. Wilson
Assistant Director

Attachments

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

Dallas County Orphan Road Policy

DEFINITION

Orphan Road -- all or part of a street or road right-of-way which is outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting city (or cities) that they serve in that they have been left unincorporated. Thus Dallas County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.

POLICY INTENT

Dallas County contends that full responsibility for maintenance, operation, enforcement, police and emergency services for these roadway segments should rest with the city (or cities) adjoining these segments. Generally, the major traffic usage of these segments is for access to property within the adjoining city (or cities) as with typical city streets. The adjoining city (or cities) is (are) responsible for providing emergency services, police and fire protection to the properties abutting the Orphan Road segment. In most instances these Orphan segments are isolated and significantly distant from the truly unincorporated areas of the County, where the County provides the only services. These segments could be more easily and quickly served by City police, fire and other service providers who have responsibility in the immediate area than by the County. Parking controls, control of access, speed limits and other aspects of traffic operations are typically influenced by abutting property development and usage which is under the control of the city (or cities).

Orphan road segments often cause confusion, uncertainty and, sometimes, critical delay in determining proper jurisdiction and in providing necessary services to the public. It is with the intent of improving these circumstances and the overall delivery of services to the citizens that Dallas County desires to eliminate Orphan Roads from the County's Road Inventory. This Policy is established to encourage municipalities adjacent to these Orphan Road segments to annex the rights-of-way and to assume full responsibility for providing services therein.

POLICY STATEMENT

1. Dallas County encourages all cities adjacent to Orphan Roads in Dallas County to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways. In instances where two cities abut the same Orphan Road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. Dallas County offers its assistance to the cities in developing such plans.

2. Dallas County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of Orphan Roads when the County selects, approves and schedules projects for funding in the County's Major Capital Improvement Program (MCIP). Such preference may also be given in approving projects for Road and Bridge District participation (Type "B" work).

3. Dallas County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as Road and Bridge District projects or MCIP projects, in a city that elects not to pursue the annexation of Orphan Road segments that abut its boundaries. Failure to notify the County of the city's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the city's election not to pursue annexation.

4. Dallas County, at the discretion of the Commissioners Court, may select specific Orphan Road segments for improvement when a city commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of Orphan Roads submitted by the city will not be limited to annexation upon completion of improvements by Dallas County. Dallas County improvements may be made as Road and Bridge projects or as MCIP projects (subject to other MCIP criteria including Regional Thoroughfare Plan designation and city cost participation).

5. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

6. Dallas County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting Orphan Road segments.

7. The Dallas County Director of Public Works shall maintain a listing of Orphan Roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to Dallas County Public Works by the cities.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R02-118

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MASTOR INTERLOCAL AGREEMENT WITH DALLAS COUNTY GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON ARAPAHO ROAD.

WHEREAS, on July 30, 2002, the Town of Addison and the County of Dallas entered into a Master Interlocal Agreement for Transportation Improvements which allows the Town to receive certain grants from Dallas County through its Capital Improvements Program; and,

WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and,

WHEREAS, transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard have been approved by the Town and approved by the Commissioners Court of the County for inclusion in its Transportation Major Capital Improvements Program; now, therefore,

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with the County of Dallas, Texas for the purpose of transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard.

SECTION 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

_____
R. Scott Wheeler, Mayor

ATTEST:

_____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

_____
Ken Dippel, City Attorney

Addison!®

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

Jim,

I WOULD LIKE FOR YOU AND STEVE TO LOOK OVER THE ATTACHED SUPPLEMENTAL AGREEMENT, AND THEN THE 3 OF US DISCUSS BEFORE WE SEND OVER TO OUR ATTORNEYS.

thanks
Mike

Steve - I made a few comments. Jim

Reviewed!
Steve C.

RESOLUTION NO. R02-045

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER INTERLOCAL AGREEMENT WITH THE COUNTY OF DALLAS, TEXAS FOR TRANSPORTATION IMPROVEMENTS.

WHEREAS, in FY2000 the Dallas County Commissioners Court replaced its traditional bond financing approach to funding infrastructure improvements with a programmed Major Capital Improvement Program; and,

WHEREAS, this program is implemented by issuing an annual countywide call for projects to identify and fund needed roadway improvements within the County; and,

WHEREAS, Master Interlocal Agreement will allow the Town to receive certain grants from Dallas County through their Capital Improvement Program; and,

WHEREAS, County funding for a portion of construction of the following roadway related improvements in the Town of Addison was established, Arapaho Road, Phase III (Addison Road to Surveyor Blvd.) in the amount of $1,432,812 and Midway Road Signal Improvements (Spring Valley Road to Dooley Road) in the amount of $196,000; 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 enter into a Master Interlocal Agreement with the County of Dallas, Texas for Transportation Improvements.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 28th day of May 2002.

Mayor

ATTEST:

City Secretary

TOWN OF ADDISON

From the desk of: **Gayle Walton**
Department Secretary

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

972/450-7039
Fax 972/450-7043
e-mail: gwalton@ci.addison.tx.us

Date: 6/5/02

Steve C.

A copy of Resolution R02-045 for your files. Please note that I have given the Agreement to Michele for Ron's signature (Carmen has already signed off). I will send to you as soon as I get it back!

Thanks, gaylew.

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS

ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 11, 2002

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

RE: Master Agreement Governing Transportation Major Capital Improvement Projects

Dear Mr. Weems:

Enclosed please find two originals of the Master Agreement Governing Transportation Major Capital Improvement Projects executed by the Town of Addison, along with a copy of Town of Addison Resolution No. R02-045 authorizing the City Manager to enter into the agreement. Please let me know when this matter is scheduled to be heard by the Commissioners' Court.

Also please advise as to the status of your review of the Supplemental Agreement concerning Addison's Arapaho Road Project, which was forwarded to you on May 2, 2002. Is it possible to get this agreement on the same Commissioners' Court docket as the Master Agreement? Thank you for your attention to this matter. I look forward to hearing from you soon.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

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 R02-045**, Minutes_____ Dated the** 28th **day of** May **, 2002 .**

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:

BY:_____
CITY ATTORNEY

APPROVED AS TO FORM:

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

TOWN OF ADDISON

From the desk of: **Gayle Walton**
Department Secretary

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

972/450-7039
Fax 972/450-7043
e-mail: gwalton@ci.addison.tx.us

Date: 6/6/02

Steve,

Enclosed are the contracts that Ron has signed!

Please remember to send us an signed Original when signatures are complete!

Gayle

Addison!®

STEVEN Z. CHUTCHIAN, P.E.
Assistant City Engineer
(972) 450-2886
(972) 450-2837 FAX
(214) 673-2518 Mobile
schutchian@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

6/4/02

GAYLE –

ATTACHED ARE TWO ORIGINALS THAT REQUIRE SIGNATURES FROM RON W. & CARMEN M. IF YOU WILL RETURN THE SIGNED DOCUMENTS TO ME, I WOULD APPRECIATE IT. THANKS!

Steve C.

Gayle,
Do we get 1?

Yes, after all signatures have been rec'd - Steve will send it to us!

5/15/02
FWAC

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

BY: _____
RON WHITEHEAD, CITY MANAGER

DATE: _____

ATTEST:

BY:_____
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
CITY ATTORNEY

COUNTY OF DALLAS, TEXAS

BY: _____
LEE JACKSON, COUNTY JUDGE

DATE: _____

APPROVED AS TO FORM:

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

Jim —
For your
Review.
Steve C.

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 the North Central Texas Council of Government's Regional Thoroughfare Plan.

roads that are on

FINANCIAL IMPACT:

Budgeted Amount:

Cost:

Funding Source:

Approval of the Master Interlocal Agreement will allow the Town to receive grants from Dallas County through their Capital Improvements 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 two projects for consideration ~~through the North Central Texas Council of Governments~~. by Dallas County Commissioners.

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 ~~were~~ was established as ~~follows:~~ shown below:

Project	Amount
Arapaho Road, Phase III (Addison Rd. to Surveyor Blvd.)	$1,432,812
Midway Rd. (Spring Valley Rd. to Dooley) Signals Improvements	196,000

The remaining cost for the Midway Road Segrada upgrade will be funded from Street Capital Project funds.

Funds for Midway Rd. and Arapaho Rd. are available to the Town of Addison in Fiscal Years 2005 & 2007, respectively. 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, ~~and it~~ that will set project specific design guidelines for each ~~improvement~~ 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.

DALLAS COUNTY
PUBLIC WORKS

April 17, 2002

Mr. James C. Pierce, Jr., P.E.
Assistant Public Works Director
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Major Capital Improvement Program (MCIP)
Arapaho Road
(Addison Road to Surveyor Boulevard)

Dear Mr. Pierce:

I have discussed your request for earlier County participation with Commissioner Jackson. He will look at possible earlier funding, depending upon progress of other project commitments. He has a commitment to another city in a 2004 T-21 project, so there is a chance there could be a delay. If that delay occurs and other funding commitments allow, the Commissioner will consider transferring all or a portion of his $1,432,812 earlier than FY 2007 (1 October 2006).

We will be tracking funding commitments as we lead and coordinate project development. We will keep you informed, and appreciate your teamwork and spirit of partnering.

Sincerely,

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

cc Chris Terry
Mike Murphy
Steve Chutchian

DRH:dlc

Cc: Commissioner Jim Jackson, Road and Bridge District No. 1
(original letter attached)
Alberta Blair-Robinson, P.E., Assistant Director, Engineering & Construction
Donald L. Cranford, Assistant Director, Transportation Planning

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

MICHAEL E. MURPHY, P.E.
Director of Public Works
(972) 450-2878
(972) 450-2837 FAX
mmurphy@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

STEVE,

GOOD JOB!!

PLEASE FILE

Mm

DALLAS COUNTY
PUBLIC WORKS

August 15, 2002

Mr. Michael Murphy
Director of Public Works
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: **TRANSMITTAL OF MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS**

Dear Mr. Murphy:

Enclosed please find one (1) copy of the referenced MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS, along with a copy of Court Order No. 2002-1375,dated July 30, 2002, for your records and use.

Should you have any questions or comments, please do not hesitate to contact this office. Thank you for your cooperation in this endeavor. We look forward to working with your city on future thoroughfare projects.

Sincerely,

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

DRH:ABR:JCN/dlc

enclosure

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

45

COURT ORDER

ORDER NO. 2002 1375

DATE: JUL 3 0 2002

STATE OF TEXAS ¶
¶
COUNTY OF DALLAS ¶

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 30th day of July, 2002, on motion made by Jim Jackson, Commissioner of District No. 1, and seconded by Mike Cantrell, Commissioner of District No. 2, the following order was adopted:

WHEREAS, the matter set forth below was briefed in Commissioners Court on July 23, 2002; and

WHEREAS, in order to implement the projects requested by the Town of Addison for the Major Capital Improvement Projects (MCIP) for the Program Years 2004, 2005, and a portion of 2006, it is necessary to execute a **MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison; and

WHEREAS, pursuant to Court Order 2000-2117 Dallas County Commissioners Court approved participation in the MCIP with a list of proposed accepted projects attached to the Court Order; and

WHEREAS, the Town of Addison has submitted the referenced agreement for final execution which is attached for execution by Commissioners Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Dallas County Commissioners Court that the County Judge is hereby directed and authorized to execute the **attached MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS** with the Town of Addison.

DONE IN OPEN COURT, this the 30th day of July, 2002.

Lee F. Jackson, County Judge

Jim Jackson, District 1

Mike Cantrell, District 2

ABSENT
John Wiley Price, District 3

Kenneth A. Mayfield, District 4

Recommended for Approval:

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

STATE OF TEXAS §
§
COUNTY OF DALLAS §

MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

THIS MASTER AGREEMENT is made by and between the 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 R02-045 **, Minutes** _____ **Dated the** 28th **day of** May **, 2002 .**

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number 2002-1375 **and passed on the** 30th **day of** July **, 2002.**

TOWN OF ADDISON
COUNTY OF DALLAS, TEXAS

BY: _____
RON WHITEHEAD, CITY MANAGER

DATE: _____

COUNTY OF DALLAS, TEXAS

BY: _____
LEE JACKSON, COUNTY JUDGE

DATE: 7/30/02

ATTEST:

BY: _____
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

APPROVED AS TO FORM:

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

Passed 5/28/02

#2d-1

Council Agenda Item: #2d

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:

Project	Amount
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.

#2d-2

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

BY: _____
RON WHITEHEAD, CITY MANAGER

DATE: _____

ATTEST:

BY:_____
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
CITY ATTORNEY

COUNTY OF DALLAS, TEXAS

BY: _____
LEE JACKSON, COUNTY JUDGE

DATE: _____

APPROVED AS TO FORM:

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

DALLAS COUNTY
PUBLIC WORKS

October 15, 2002

Mr. Michael Murphy, P.E.
Director of Public Works
City of Addison
P. O. Box 9010
Addison, Texas 75001-9010

Re: Arapaho Road MCIP Project No. 10302
(Addison Road to Surveyor Boulevard)
Transmittal of Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

Dear Mr. Murphy:

Enclosed please find four (4) originals of the referenced Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects for the referenced project.

Please have these agreements fully executed and return all originals for execution through Commissioners Court to:

Janet Norman
Contracts Administrator
Dallas County Public Works
Administration Building, 4th floor
411 Elm Street, Suite 400
Dallas, Texas 75202

If you have any questions or comments, please do not hesitate to contact this office at 214-653-7151.

Sincerely,

David McSwain, P.E.
Project Manager

/dlc

Attachment

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R_____

A RESOLUTON OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MASTER INTERLOCAL AGREEMENT WITH DALLAS COUNTY GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON ARAPAHO ROAD.

WHEREAS, on July 30, 2002, the Town of Addison and the County of Dallas entered into a Master Interlocal Agreement for Transportation Improvements which allows the Town to receive certain grants from Dallas County through its Capital Improvements Program; and

WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and

WHEREAS, transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard have been approved by the Town and approved by the Commissioners Court of the County for inclusion in its Transportation Major Capital Improvements Program; Now, Therefore,

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

Section 1. That the City Council does hereby authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with the County of Dallas, Texas for the purpose of transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard.

Section 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

_____
Mayor

ATTEST:

_____
Carmen Moran, City Secretary

APROVED AS TO FORM:

_____
Ken C. Dippel, City Attorney

Document #: 1027256

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R_____

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WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and

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Section 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

_____
Mayor

ATTEST:

_____
Carmen Moran, City Secretary

APROVED AS TO FORM:

_____
Ken C. Dippel, City Attorney

Document #: 1027256

STATE OF TEXAS §

COUNTY OF DALLAS §

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

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

Article I. INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. 2002-1375 dated July 30, 2002 and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

Article II. EFFECTIVE DATE

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

Article III. THE PARTIES COVENANT AND AGREE AS FOLLOWS:

A. CITY shall provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.

B. CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.

C. CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

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

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

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

TOWN OF ADDISON

BY:_____
CITY MANAGER

ATTEST:

BY:_____
CITY SECRETARY

APPROVED AS TO FORM:

City Attorney

COUNTY OF DALLAS

BY:_____
COUNTY JUDGE

APPROVED AS TO FORM:

Janet R. Ferguson
Chief, Civil Section
Dallas County District Attorney's Office

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

Date: April 2002

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

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

ROW WIDTH:
Existing : *N/A*
Proposed : *80' Typ.*

PAVEMENT WIDTH:
Existing: *N/A*

Proposed: *2 – 22'*

No. of lanes proposed: *4*

PARKWAY:
Proposed Width *varies*

Proposed Sidewalk Width *4' Minimum*

Parkway cross fall slope maximum *2.08%*

GRADE REQUIREMENTS:
Is TC 6" below adjacent ground criteria to be followed? *NO*
Any deep cuts, high fills ? *YES – BRIDGE APPROACHES*

PAVEMENT CROSS FALL
PROPOSED *1/4 in/ft*

MINIMUM *1/8 in/ft*

MAXIMUM *1/4 in/ft*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

VERTICAL GRADE:

MINIMUM *0.5 %*

MAXIMUM *6 %*

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? *N/A*

OFFSET FROM CENTER *N/A*

ON BRAND NEW ALIGNMENT? *YES*

CRASH CUSHIONS / ATTENTUATORS INVOLVED YES _____

NO *X*

RAILROAD CROSSINGS INVOLVED YES *X*

NO _____

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

NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PAVEMENT STRUCTURE

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

BUS AND HEAVY TRUCK TRAFFIC YES X
NO _____

ROADWAY CLASSIFICATION
MINIMUM PAVEMENT STRUCTURE THICKNESS: *8"*

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: *6"*

DESIGN SPEED *45 MPH*

POSTED SPEED *40 MPH*

MEDIANS

MEDIAN WIDTH *15' (F – F)*

ANY MID BLOCK OPENINGS TO CONSIDER? YES *X*
NO _____

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES_____
NO X

STANDARD TURN LANE WIDTH *11'*

STANDARD NOSE WIDTH *5'*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

DRIVEWAYS:

MAXIMIMUM RESIDENTIAL GRADE N/A

MAXIMIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH *26' B-B*

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM *20'*

PAVEMENT THICKNESS *6" - 8"*

COMMERCIAL DRIVEWAY THICKNESS *6"*

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT _____
CITY *X*
HYDRO-35 _____
TP-40 _____

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) *4'*

MINIMUM COVER LATERALS *2'*

BRIDGES/BOX CULVERTS INVOLVED YES *X* NO _____

100 YEAR FLOOD PLAIN CONSIDERATION *1'* FT FREEBOARD

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PERMITS

COE 404 PERMITS NEEDED — YES _____ NO __X__

TNRCC 401 PERMIT — YES _____ NO __X__

CDC PERMIT — YES _____ NO __X__

EIS — YES _____ NO __X__

ADA PERMIT — YES __X__ *(If > $50,000 of pedestrian facilities)* NO _____

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT, DART ETC.? — YES __X__ NO _____

UTILITIES

LIST OF ALL KNOWN UTILITIES
TXU gas and electric
AT&T
Southwestern Bell

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

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

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

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

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

ANY UNUSUAL CONSIDERATIONS ? *NO*.

R-O-W ACQUISITION

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

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

ANY NON-CONFORMING ISSUES ? YES _____
NO *X*

R-O-W MAP NEEDED YES *X*
NO _____

FIELD NOTES NEEDED YES *X*
NO _____

R-O-W PLATS NEEDED YES *X*
NO _____

RELOCATION ASSISTANCE INVOLVED YES _____
NO *X*

PARKING/LOSS OF PARKING CONSIDERATIONS YES *X*
NO _____

HISTORICAL SITE CONSIDERATION YES _____
NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

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

AUXILIARY LANES? *NO*

PROVISIONS FOR FUTURE WIDENING? *NO*

LANDSCAPING? *YES*

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? *NO*

STAMPED/COLORED CONCRETE? *YES*

IRRIGATION? *YES.*

BRICK PAVERS? *YES*

STREET LIGHTING? *YES*

TRAFFIC SIGNALS? *Yes*

PAVEMENT MARKINGS? *Yes.*

BIKE LANES (EXTRA WIDTH)? *No*

NEW SIDEWALKS ? *Yes*

BUS TURNOUTS? *No.*

BUS STOPS OR BUS SHELTERS? *No.*

WATER UTILITY BETTERMENTS?
Minor water line extension.

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

WATER UTILITY RELOC.? *Yes*

SAN. SEWER BETTERMENTS? *NO*

SAN. SEWER RELOC.? *NO*

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

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

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

RR CROSSING IMPROVEMENTS? *Yes*

GRADE SEPARATIONS? *Yes*

RAMPS OR CONNECTORS TO TXDOT FACILITIES? *NO*

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

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

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

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES *X* NO ____

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES *N/A* NO ____

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

NEIGHBORHOOD MEETING, REQUIRED YES *N/A* NO _____

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

CONSTRUCTIBILITY REPORT

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

ATTACHMENT B

RESOLUTION NO. R99-039

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

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

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

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

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

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

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

ATTACHMENT B

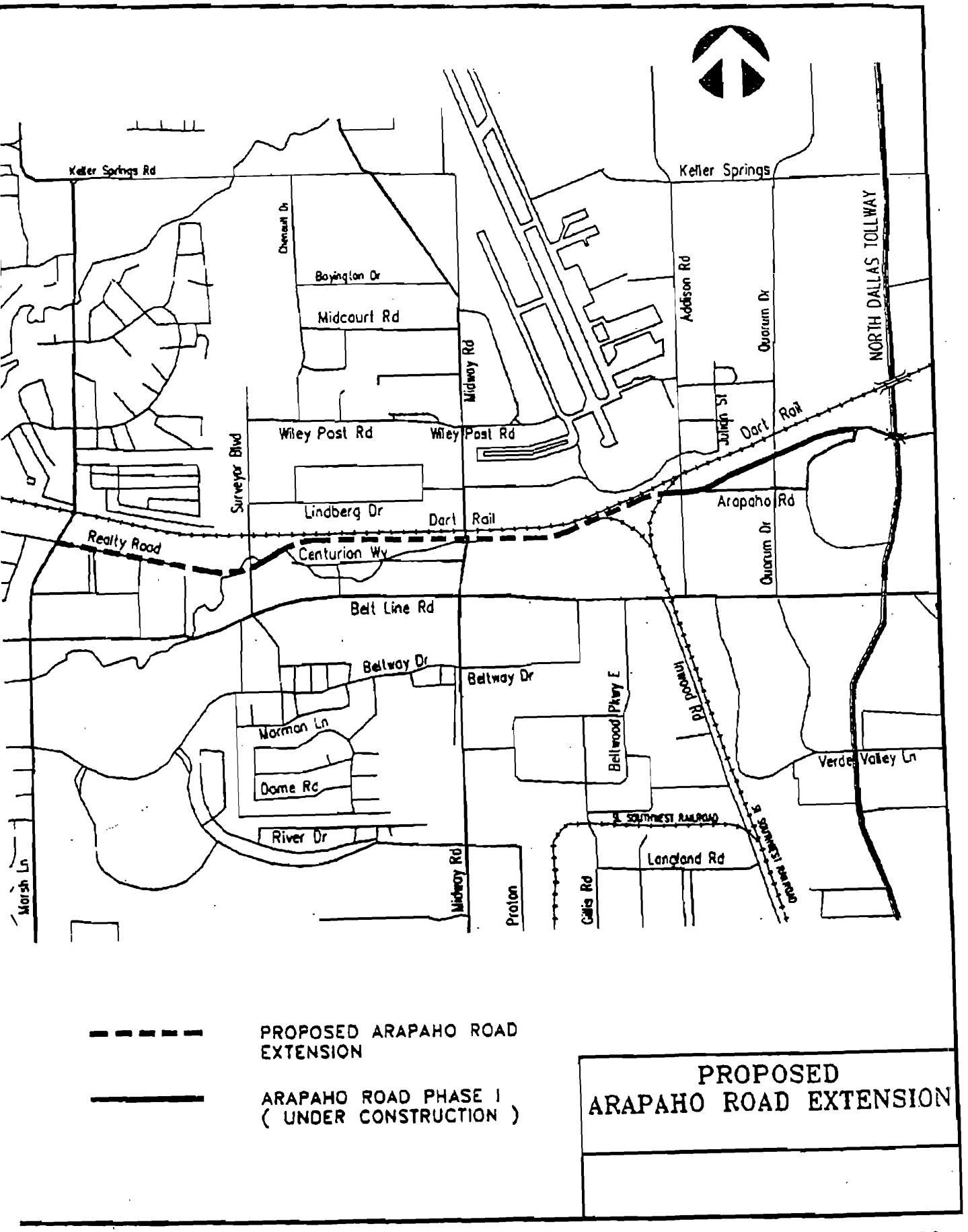
DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 27th day of April, 1999.

Mayor

ATTEST:

City Secretary

ATTACHMENT B



FFICE OF THE CITY SECRETARY

R99-039

DATE SUBMITTED: November18, 2002
FOR COUNCIL MEETING: November 26, 2002

Council Agenda Item:_____

SUMMARY:

This item is to request Council approval to enter into a Supplemental Agreement to the Master Interlocal Agreement with Dallas County governing Transportation Major Capital Improvement Projects for the purpose of Transportation Improvements on Arapaho Road.

FINANCIAL IMPACT:

Approval of the Supplemental Agreement to the Master Interlocal Agreement will allow the Town to receive a grant for improvements on Arapaho Road, in the amount of $1,432.812.00, 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:

Project	Amount
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 the North Central Texas Council of Government's Congestion Mitigation and Air Quality Improvement and Surface Transportation/Metropolitan Mobility Grant Program. 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 was prepared between the Town of Addison and Dallas County, and approved by both parties, which provides the basis for cost participation in the approved roadway improvements. This agreement also established 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 (see attached supplemental agreement) was prepared for the proposed Arapaho Road improvements project, and must be approved by each party. This agreement establishes project specific design guidelines, as well as contractual rights and responsibilities, for the Arapaho Road improvements project (see attached resolution).

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with Dallas County governing Transportation Major Capital Improvement Projects for the purpose of Transportation Improvements on Arapaho Road.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R_____

A RESOLUTON OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE MASTER INTERLOCAL AGREEMENT WITH DALLAS COUNTY GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON ARAPAHO ROAD.

WHEREAS, on July 30, 2002, the Town of Addison and the County of Dallas entered into a Master Interlocal Agreement for Transportation Improvements which allows the Town to receive certain grants from Dallas County through its Capital Improvements Program; and

WHEREAS, the Master Interlocal Agreement provides for supplemental agreements to establish the contractual rights and responsibilities of the Town and the County as it relates to road improvements approved by the Town and approved by the County for inclusion in its Transportation Major Capital Improvements Program; and

WHEREAS, transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard have been approved by the Town and approved by the Commissioners Court of the County for inclusion in its Transportation Major Capital Improvements Program; Now, Therefore,

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

Section 1. That the City Council does hereby authorize the City Manager to enter into a Supplemental Agreement to the Master Interlocal Agreement with the County of Dallas, Texas for the purpose of transportation improvements on Arapaho Road from Addison Road to Surveyor Boulevard.

Section 2. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison this 26th day of November 2002.

_____
Mayor

ATTEST:

_____
Carmen Moran, City Secretary

APROVED AS TO FORM:

_____
Ken C. Dippel, City Attorney

Document #: 1027256

STATE OF TEXAS §

COUNTY OF DALLAS §

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

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

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This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. 2002-1375 dated July 30, 2002 and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. These documents together define the scope of the project with an agreed upon preliminary alignment. The MEMORANDUM OF AGREEMENT was waived by the parties at the Pre-design Charrette held for this project on October 3, 2001. As agreed by the parties at said Charrette, the Design and Construction Criteria (ATTACHMENT A) was prepared in lieu of the MEMORANDUM OF AGREEMENT and said Criteria is hereby approved by COUNTY and agreed upon by the parties.

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Article III. THE PARTIES COVENANT AND AGREE AS FOLLOWS:

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B. CITY shall execute the necessary agreements for the implementation of design and construction of the **ARAPAHO ROAD PROJECT** mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.

C. CITY shall, and does hereby provide City Council Resolution No. R99-039 (ATTACHMENT B), adopting the approved preferred alignment for the project.

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

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

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

TOWN OF ADDISON

BY:_____
CITY MANAGER

ATTEST:

BY:_____
CITY SECRETARY

APPROVED AS TO FORM:

City Attorney

COUNTY OF DALLAS

BY:_____
COUNTY JUDGE

APPROVED AS TO FORM:

Janet R. Ferguson
Chief, Civil Section
Dallas County District Attorney's Office

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

Date: April 2002

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

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

ROW WIDTH:
Existing : *N/A*
Proposed : *80' Typ.*

PAVEMENT WIDTH:
Existing: *N/A*

Proposed: *2 – 22'*

No. of lanes proposed: *4*

PARKWAY:
Proposed Width *varies*

Proposed Sidewalk Width *4' Minimum*

Parkway cross fall slope maximum *2.08%*

GRADE REQUIREMENTS:
Is TC 6" below adjacent ground criteria to be followed? *NO*
Any deep cuts, high fills ? *YES – BRIDGE APPROACHES*

PAVEMENT CROSS FALL
PROPOSED *1/4 in/ft*

MINIMUM *1/8 in/ft*

MAXIMUM *1/4 in/ft*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

VERTICAL GRADE:

MINIMUM *0.5 %*

MAXIMUM *6 %*

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW ? *N/A*

OFFSET FROM CENTER *N/A*

ON BRAND NEW ALIGNMENT? *YES*

CRASH CUSHIONS / ATTENTUATORS INVOLVED YES _____

NO *X*

RAILROAD CROSSINGS INVOLVED YES *X*

NO _____

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

NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PAVEMENT STRUCTURE

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

BUS AND HEAVY TRUCK TRAFFIC YES X
NO _____

ROADWAY CLASSIFICATION
MINIMUM PAVEMENT STRUCTURE THICKNESS: *8"*

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: *6"*

DESIGN SPEED *45 MPH*

POSTED SPEED *40 MPH*

MEDIANS

MEDIAN WIDTH *15' (F – F)*

ANY MID BLOCK OPENINGS TO CONSIDER? YES *X*

NO _____

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES_____

NO X

STANDARD TURN LANE WIDTH *11'*

STANDARD NOSE WIDTH *5'*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

DRIVEWAYS:

MAXIMIMUM RESIDENTIAL GRADE N/A

MAXIMIMUM COMMERCIAL GRADE 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH *26' B-B*

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM *20'*

PAVEMENT THICKNESS *6" - 8"*

COMMERCIAL DRIVEWAY THICKNESS *6"*

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

- TxDOT _____
- CITY *X*
- HYDRO-35 _____
- TP-40 _____

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) *4'*

MINIMUM COVER LATERALS *2'.*

BRIDGES/BOX CULVERTS INVOLVED YES *X* NO _____

100 YEAR FLOOD PLAIN CONSIDERATION *1'* FT FREEBOARD

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

PERMITS

COE 404 PERMITS NEEDED — YES _____ NO __X__

TNRCC 401 PERMIT — YES _____ NO __X__

CDC PERMIT — YES _____ NO __X__

EIS — YES _____ NO __X__

ADA PERMIT — YES __X__ *(If > $50,000 of pedestrian facilities)* NO _____

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TXDOT, DFW AIRPORT, DART ETC.? — YES __X__ NO _____

UTILITIES

LIST OF ALL KNOWN UTILITIES
TXU gas and electric
AT&T
Southwestern Bell

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

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

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

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

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

ANY UNUSUAL CONSIDERATIONS ? *NO*.

R-O-W ACQUISITION

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

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

ANY NON-CONFORMING ISSUES ? YES _____
NO *X*

R-O-W MAP NEEDED YES *X*
NO _____

FIELD NOTES NEEDED YES *X*
NO _____

R-O-W PLATS NEEDED YES *X*
NO _____

RELOCATION ASSISTANCE INVOLVED YES _____
NO *X*

PARKING/LOSS OF PARKING CONSIDERATIONS YES *X*
NO _____

HISTORICAL SITE CONSIDERATION YES _____
NO *X*

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ?

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

AUXILIARY LANES? *NO*

PROVISIONS FOR FUTURE WIDENING? *NO*

LANDSCAPING? *YES*

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? *NO*

STAMPED/COLORED CONCRETE? *YES*

IRRIGATION? *YES.*

BRICK PAVERS? *YES*

STREET LIGHTING? *YES*

TRAFFIC SIGNALS? *Yes*

PAVEMENT MARKINGS? *Yes.*

BIKE LANES (EXTRA WIDTH)? *No*

NEW SIDEWALKS ? *Yes*

BUS TURNOUTS? *No.*

BUS STOPS OR BUS SHELTERS? *No.*

WATER UTILITY BETTERMENTS?
Minor water line extension.

ATTACHMENT A

Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

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

WATER UTILITY RELOC.? *Yes*

SAN. SEWER BETTERMENTS? *NO*

SAN. SEWER RELOC.? *NO*

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

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

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

RR CROSSING IMPROVEMENTS? *Yes*

GRADE SEPARATIONS? *Yes*

RAMPS OR CONNECTORS TO TXDOT FACILITIES? *NO*

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

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

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

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED ? YES *X* NO ____

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES *N/A* NO ____

ATTACHMENT A

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

NEIGHBORHOOD MEETING, REQUIRED YES *N/A*
NO _____

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

CONSTRUCTIBILITY REPORT

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

ATTACHMENT B

RESOLUTION NO. R99-039

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

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

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

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

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

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

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

ATTACHMENT B

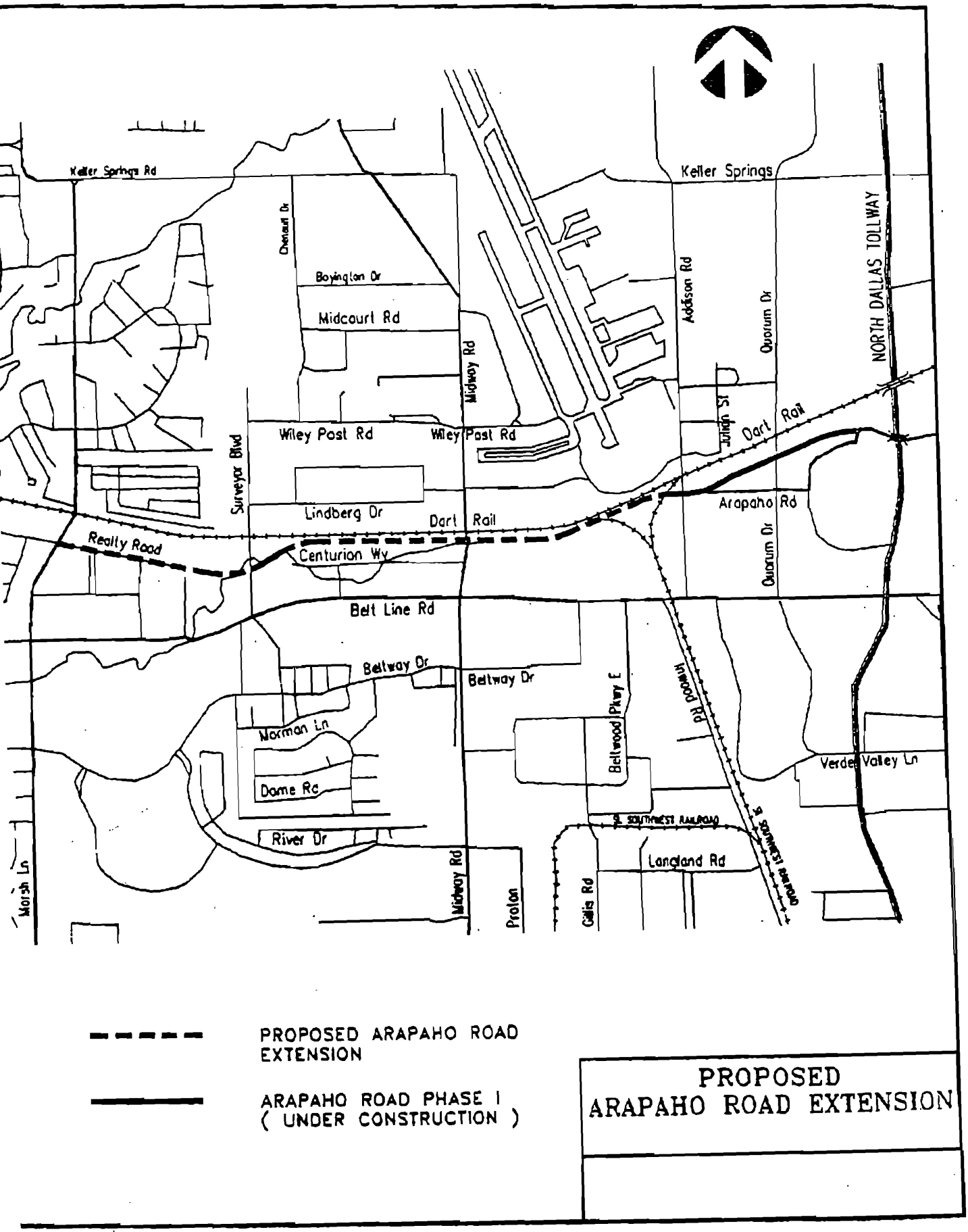
DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 27th day of April, 1999.

Mayor

ATTEST:

City Secretary

ATTACHMENT B



COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS

ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

November 7, 2002

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

RE: Supplemental Agreement to Master Interlocal Agreement with Dallas County Governing Transportation Major Capital Improvement Projects

Dear Steve:

As we discussed, enclosed is a resolution authorizing the City Manager to enter into the supplemental agreement to the Master Interlocal Agreement with Dallas County for the purpose of transportation improvements on Arapaho Road. Once this resolution has been approved by the Council, the resolution number and date should be inserted into the agreement (which is also enclosed) and it should be executed by the City Manager and forwarded back to the County for consideration by the Commissioners Court. As you will note, the agreement has been approved as to form by Ken Dippel. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

c: Mr. Kenneth C. Dippel, w/firm

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLESTHOMPSON.COM

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS

ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

June 3, 2002

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

RE: Master Agreement Governing Transportation Major Capital Improvement Projects

Dear Steve:

As we discussed, enclosed for execution by the Town of Addison are two approved originals of the Master Transportation Agreement with Dallas County. Once executed, these agreements, along with the associated council resolution and minutes, must be forwarded to Dallas County. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosures

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

Steve Chutchian

From: Alberta Robinson [ARobinson@dallascounty.org]
Sent: Tuesday, November 12, 2002 10:49 AM
To: Schutchian@ciaddison.tx.us
Subject: Arapho Road Bid Schedule

Thanks so much Steven for the information. We will be looking at this closely and may consider it for projects that may impact commercial and business areas.

Thanks again.

ABR

Steve Chutchian

To: awashington@cowlesthompson.com
Cc: Jim Pierce; jhill@cowlesthompson.com
Subject: Supplemental Agreement/Dallas County

Angela - we met with the Dallas County Public Works Dept. staff today, and agreed to sign the Supplemental Agreement, with two changes:

a. Sheet # 8 - where it asks if we have held neighborhood meetings, we need to check yes, instead of no.

b. Sheet # 5 - Add Dallas Water Utilities to the list of known affected utilities.

If you can send these revised sheets, with the original signed copy that I mailed to you, we will get the City Manager to sign the originals. Thanks.

Steve C.

DALLAS COUNTY
PUBLIC WORKS

CAPITAL IMPROVEMENT PROGRAM

5 PHASE
PROJECT DELIVERY SYSTEM

October 13, 2000

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP ONE, PROJECT DEFINITION

- A start with analysis that precedes selection of projects for County's CIP for a given Program Year. Analysis will include risk assessments from various perspectives -- political, Right of Way, utilities, technical, funding, safety, environmental, and traffic factors.

- After PY selections are made, Initial Interlocal Agreement (ILA) is coordinated and signed between Cities, County and any other stakeholders. The goal will be to include city partners who are totally committed to the projects they submit, and are willing and able to be cost sharing partners in all phases, to include design, whenever feasible. We will also explore roles for each stakeholder all focused on assuring timely project delivery. We will clearly define Project Management and total team responsibilities. We intend to use Partnering Principles of Trust, Commitment, and Shared Vision throughout the life of the project.

- A Pre-design Charrette may be planned and executed with all stakeholders (Cities, utilities, County, any private parties or other decision-makers), dependent upon project complexity and number of unknowns. This will include an orientation walk-thru of the project site, which includes right of way assessment. We will highlight specific City zoning and other ROW requirements.

- An initial contract will be signed with the best qualified consultant to either perform the entire preliminary design, or participate in Phase 1 as a liaison etc. If signed before the Charrette, the consultant will participate in that event.

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP TWO, PRELIMINARY DESIGN

- Decision on use of Subsurface Utility Engineering (SUE) will be made after the Charrette, before initiating design. SUE determination should take funding sources into account. Hopefully our partners, including utilities, will be willing to participate. This information will be critical for designers to use as they launch the design.

- County, city, or joint team of in-house designers or selected A/E firm begins initial design. Objective is to resolve all alignment issues, in close partnership with all stakeholders. Preliminary surveying requires estimating centerline and ascertaining existing ROW. County PM and Inspectors will assure an effective Constructibility Review is completed. In most projects a consultant will be brought in as early as possible in Phase I with the possibility for an amendment to the contract after concept design is complete. City partners will be involved in the selection process. The decision to amend the contract for completion of the Primary Design will be made after an interim evaluation is completed using the County's consultant evaluation system.

- Phase 1 ends with approved preliminary alignment and profile and preliminary sizing of bridges and drainage structures along with SUE determination. Preliminary environmental or permitting investigations will have begun. Basically the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on the STP/MM projects.

PHASE 2 -- PRIMARY DESIGN

- Negotiation of amendment to contract with consultant for Primary Design is the initial task, with Scope of Work now well defined by all Phase 1 effort and includes geo tech, utility analysis or SUE early in the process. Part of negotiations includes definitive delivery dates for various phases and reviews.

- Consultant works closely with all stakeholders -- under the guidance and direction of the County PM, in a partnering mode. Any available internet-based Project Management tools, including extranets, will be used to optimal effect during the life of the project.

- Constructibility reviews will be incorporated at key points during design.

- Environmental analyses and neighborhood public workshops are to be included during this phase.

- Traffic and Utilities data will be considered in design, with data from partner city, County, NCTCOG, or consultant. Agreed upon level of S.U.E. will be key input into design details.
- Any required environmental impact analysis will be included in this phase. Common sense will be used to address significant issues without wasting time on clearly unimportant areas. The goal is to execute environmentally sustainable development that improves the overall quality of life of our joint customers, the transportation users and citizens of Dallas County and the partner city.

- Early involvement on ROW issues will be important, and early provision of ROW documents will be a critical milestone of the design contract.

- PM completes interim evaluation of consultant

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

- Begins with the delivery of the R-O-W documents to the County by the consultant. Standards and scheduling will be clearly spelled out in writing within Consultant's contract. County or City ROW functional manager works to assure efficient execution of ROW planning and execution services, as part of the Project Matrix Team. This includes management of ROW Services IDIQ contract, if this delivery tool is used.

- County or City Project Manager monitors and tracks progress. Resolves issues as they develop, keeping all stakeholders in the net, using e-tools and networking. Any available internet-based Project Management tools, including extranets, will be used to optimal effect during the life of the project.

- ROW acquisition begins, using in-house or ROW consultant on IDQ contract. PM works closely with ROW functional people to assure all acquisition activities stay on track, issues are brought to conclusion, logical design changes are made, etc. PM uses Matrix Team and assures appropriate leadership required to assure project delivery dates are met.

- County decides, in consultation with other stakeholders, the packaging of the construction contract (early enough to preclude re-work by consultant).

- Consultant to make minor changes resulting from property owner requests.

- Design consultant completes work on provided schedule, however, in rare instances may be asked for expert testimony at Eminent Domain hearings.

- County and Partners evaluate Consultant using standard evaluation system. Consultant is given opportunity to evaluate Countys project management process, also.

PHASE 4 - ROW & Utility Adjustment

- ROW acquisition is carried to completion.
- We will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates.
- County or City Project Manager tracks and resolves issues and work and schedules, using Matrix Team.
- All work is done to prepare project for letting (Ready to Advertise).
- City works as part of Matrix Team to expedite utility relocations.
- Consultant may be kept on call for unique projects or if required to complete requested Engineering During Construction (EDC) services, such as shop drawing submittal review.

PHASE 5 -- CONSTRUCTION

- Project is advertised and bids opened.

- Final Supplemental City County Agreement is completed with each Partner giving approval of final funding on a timely basis.

- Construction contract is awarded and notice to proceed is given.

- Partnering & pre-construction meeting scheduled, planned, and executed with key stakeholders in attendance.

- Construction proceeds on schedule with Construction Management services provided by County or city partner. Partnering principles and spirit of Partnering (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase.

- As-builts are provided for ultimate owner from marked-up construction plans.

- Project is formally turned over to the City for maintenance.

- Evaluations are completed in final form on consultant, using interim evaluation results.

- **Close out project report including lessons learned. These will be captured by using an After Action Review (AAR) session with the entire Project Matrix Team.**

- Conduct one year follow up inspection in conjunction with all applicable stakeholders

DALLAS COUNTY
PUBLIC WORKS

MAJOR CAPITAL IMPROVEMENT PROGRAM

5 PHASE
PROJECT DELIVERY SYSTEM

Developed under Public Work's Strategic Plan
Goal #4, Prepare for the Future
Objective 4.3 – "Reengineer our design, ROW and construction program and PM processes for MCIP projects"

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP ONE, PROJECT DEFINITION

- A start with analysis that precedes selection of projects nominated by cities for County's MCIP for a given Program Year (year in which the project funding is available for construction). Analysis will include risk assessments from various perspectives -- political, Right of Way, utilities, technical, funding, safety, environmental, and traffic factors.

- MCIP project selections are approved by Commissioners Court in a total slate, and each project is assigned to a specific Program Year. An initial "kick-off" meeting will be scheduled with each city, to go over the projects in their city that have approved funding. An initial decision will be made on which entity (County, city or other entity) is the Lead Agency for project delivery. To launch the entire MCIP program, an initial MCIP Master Agreement) will be developed, using a partnering session with all cities to secure input and buy-in. After development, the Master is coordinated and signed between Cities, County and any other financial stakeholders. The goal will be to include city partners who are totally committed to the projects they submit, and are willing and able to be cost sharing partners in all phases, to include design, whenever feasible. Partnering and Project Management principles will be embedded in the document, which will focus primarily on project delivery and not legal jargon. We will also explore roles for each stakeholder all focused on assuring timely project delivery.

STEP TWO, PRELIMINARY DESIGN

- Decision on use of Subsurface Utility Engineering (SUE) will be made after the Charrette, before initiating design. SUE determination should take funding sources into account. Hopefully our partners, including utilities, will be willing to participate. This information will be critical for designers to use as they launch the design. A decision will be made to use the consultants S.U.E. capability or to use the County's Indefinite Delivery Quantity (IDQ) consultant.

- County, city, or joint team of in-house designers begins initial design. Objective is to resolve all alignment issues, in close partnership with all stakeholders. Preliminary surveying requires estimating centerline and ascertaining existing ROW. County PM and Inspectors will assure an effective Constructibility Review is completed at the appropriate time. In most projects a consultant will be brought in for Phase I with an option to renew or extend the consultants contract after concept design is complete. City partners will be invited to participate in the design consultant selection process. The decision to extend the contract will be made after an interim evaluation is completed using the County's consultant evaluation system.

- A Pre-Design Charrette may be planned and executed with all stakeholders including both political and technical decision makers (cities, utilities, County, any private parties or other decision-makers). The purpose of the meeting is to provide preliminary design information, receive input on issues, resolve issues and then forge consensus on the preferred alternative. This allows the design to proceed unhindered by controversy or late stakeholder input. The meeting will be from 1.5 to 3 hours depending upon the complexity and the number of issues to resolve. This will include an orientation walk-thru of the project site, when this is beneficial. We will highlight specific City transportation standards, including amenities, landscape architecture, zoning and other ROW requirements.

- Phase 1 ends with approved preliminary alignment and profile and preliminary sizing of bridges and drainage structures along with SUE determination, as well as any required environmental analyses. A Preliminary Design Report will be included as a deliverable for the design consultant. Preliminary environmental or permitting investigations will have begun. Information on road elevations will be included. The design will be in the range of 50% to 60% complete.

PHASE 2 PRIMARY DESIGN

- Negotiation of final contract with consultant is the initial task, with Scope of Work now well defined by all Phase 1 effort and includes geo tech, utility analysis or SUE early in the process. Part of negotiations includes definite delivery dates for various phases and reviews.

- Consultant works closely with all stakeholders -- under the guidance and direction of the County PM, in a partnering mode. This means we plan to expedite design reviews and consolidate and resolve any conflicting guidance from the various entities (cities, county and others) to build a win-win situation. We prefer 'design review conferences' instead of simply passing out design documents and collecting input from each partner separately. Allow reasonable time for review and then gather all the partners and conclude the review in one sitting is our preferred mode

- Constructibility reviews will be incorporated at key points during design, around the 70-80% completion stage.

- Environmental analyses and neighborhood public workshops are to be concluded during this phase.

- Traffic and Utilities data will be considered in design, with data from partner city, County, NCTCOG, or consultant.

- Federal projects will involve environmental impact analysis and Public Meetings. We will push for Categorical Exclusions, when this would appear to be a common sense solution (total urban environment with no discernable environmental impacts).

- Early involvement on ROW issues will be important, and early provision of ROW documents will be a part of the design contract

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

- Formally begins with the delivery of the R-O-W documents to the County by the consultant. Standards and scheduling will be clearly spelled out in writing within Consultant's contract.

- County Project Manager monitors and tracks progress. Key is that the PM does not "hand-off" the project to the ROW division, but stays actively involved in project management. PM will use the matrix project team concept to track and keep the project on schedule. PM resolves issues as they develop, keeping all stakeholders in the net, using e-tools and partnering principles.

- ROW acquisition begins, using in-house or ROW consultant on IDQ acquisition services contract.

- County decides, in consultation with other stakeholders, the packaging of the construction contract (early enough to preclude re-work by consultant).

- Consultant to make minor changes resulting from property owner requests.

- Design consultant completes work on provided schedule, however, in rare instances may be asked for expert testimony at Eminent Domain hearings.

- County and Partners evaluate Consultant using standard evaluation system. Consultant is given opportunity to evaluate Countys project management process, also.

PHASE 4 - ROW & Utility Adjustment

- ROW acquisition is carried to completion, again under the active project management and leadership of the PM, with proactive activity of the ROW acquisition team. If the city or another partner such as TxDOT is the ROW acquisition agency, the PM will still track carefully the progress and proactively lead efforts to remove obstacles, etc. to keep progress on schedule.

- The PM will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. Based on successful partnering efforts for 2 years with major utility providers (including the UPRR), the PM will assure the attached ***Essential Elements of Utility Partnering*** and GUIDELINES FOR ASSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND UPRR are adhered to by all matrix team members
- County project manager tracks and resolves issues and work and schedules.

- The PM completes all work on Plans, Specs, and Estimates (PSE to prepare project for advertising for bids.

- Consultant may be kept on call for unique projects or if required to complete requested Engineering During Construction (EDC) services, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to capture the best part of the effort and focus that the consultant or in-house design team has just expended in designing the project.

PHASE 5 -- CONSTRUCTION

- PM does all work to advertise project and works with Purchasing Dept for bid opening.
- PM assures an additional supplement to the Master is completed with each Partner giving approval of final funding, based on bid amounts, on a timely basis.
- PM completes all work for construction contract award. PM works with all partners to assure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on status of utility relocations, any city requirements, etc.
- PM schedules and prepares for Partnering & pre-construction meeting, assuring the meeting is on the Director and Assistant Director's calendars. PM also assures all the right stakeholders are at the meeting and prepared to launch the construction phase successfully
- Construction proceeds on schedule with Construction Management services provided by County or city partner. PM and project Team assure Partnering principles and spirit (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase.
- PM assures constant communication with customers and other project stakeholders. This may include a construction oriented Public Information Neighborhood Meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner.
- PM assures ultimate owner is provided As-builts made from marked-up construction plans.
- PM plans and conducts an After Action Review (AAR) to assess what happened and brainstorm any lesson-learned. If appropriate, this will also be a "partnering success celebration."
- PM conducts one year follow up inspection in conjunction with all applicable stakeholders

ATTACHEMENT 1

Dallas County Project Delivery Team's

Essential Elements of Utility Partnering

2002

1. Know the utilities' customers and remember that we have the same customers.

2. Make utilities move **only if absolutely necessary to achieve the project purpose.**

3. Move only once if the move is, in fact, **essential.**

4. Get involved with actual field reconnaissance early. Include and engage Project Representatives or Constructibility personnel very early.

5. Get the acquiring agency's Right of Way personnel involved early.

6. Schedule initial Utility Partnering Conference early. Make partnering the theme and the first topic. Do it on the jobsite to increase the effectiveness..

7. Involve and Invite Utility representatives to Neighborhood or Public Meetings.

8. Distribute roadway plans early to get started with the utility planning.

9. Coordinate with all utilities to ensure that one has no negative impact on another. Coordination should ensure that enough right of way is acquired to accommodate all of the facilities.

10. When plans are changed, get them to utility companies promptly. Provide a list of changes for our partners.

11. Communicate with utilities frequently to ensure knowledge of changing personnel and appropriate contact person.

12. Review utility company's plans, comment on the plans and implement the coordination long before fieldwork needs to begin.

13. Do not begin implementing a project schedule without total feedback from all companies.

14. Identify the precise sequence of relocations that need to occur. Many companies are predecessors of other companies' relocations. Communicate this sequence to all utilities and other stakeholders. Ensure that the sequence is streamlined as much as possible.

15. One way of ensuring the streamlining of the sequence is web-based notification when each company is complete or is scheduled to be complete. Scheduling is as important as the sequence.

16. Consider that seasonal shutdown restrictions will have significant and adverse schedule impacts, sometimes up to one year. Also consider that certain times of day are restricted from utility relocation. In addition, develop procedures for emergency situations and learn the appropriate "windows of opportunity" for change-overs, etc.

17. Share accurate information with all companies and see that they share information with each other. Share resources if possible.

18. Communicate the need to follow City Ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.

19. Insure that the companies have measures for handling complaints about their work and that they do not inconvenience our mutual customers more than is absolutely essential.

Remember, 0 R R !!

Prepared by Janet Norman and Irv Griffin from input from many stakeholders during numerous partnering sessions in 2001 and 2002. Revised August 22, 2002.

ATTACHMENT 2
GUIDELINES FOR ASSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND UPRR

- **Start Early Coordination** – Set up a meeting with Steve Marchenke to share project selection lists, to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder predesign charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts,** before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post where ever possible
- **Use the UPRR.com website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. **Very, very valuable.** Our in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Do not even think about changing Exhibit B of the standard agreement.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UP elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships, instead try the partnering approach.** UPRR will respond in-kind. They desire to maintain integrity in relations with all their communities. Do not presume upon them (e.g., impossible responses on coordination that you failed to start timely, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that USDOT has a policy since 1992 to reduce at-grade RR crossings by 25%. This puts tremendous pressure on RR's to accomplish this goal. Does your community have a number of little-used crossings? Explore ways to eliminate them and UPRR can do much to meet the needs of your current project.
- **When appropriate, have our attorneys communicate directly with UPRR attorneys.** The key is to have worked out all the coordination we can before that, using the information, contacts and principles described in these guidelines. Then, the Project Manager should stay involved to assure that going down "legal rabbit trails" is avoided whenever possible. If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they have to be.
- **When you're in doubt and have searched all the readily available information, call Steve Martchenke, Ken Rouse, or Doug Feagan.** Even though they have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win. If you have a "folder number," this will save them much time in looking up the project file information.

Steve Martchenke	**817-878-4596**
Ken Rouse	**281-350-7609**
Doug Feagan	**402-997-3619**

Steve FYI Jim

Jim Pierce

From: Edith Ngwa [ENgwa@dallascounty.org]
Sent: Friday, November 02, 2001 3:36 PM
To: jcosby@airmail.net; Jim.sparks@cedarhilltx.com; Jpierce@ci.addison.tx.us; Kbolton@ci.desoto.tx.us; Dschwartz@ci.duncanville.tx.us; Rwunderlich@ci.garland.tx.us; rlarkins@ci.grand-prairie.tx.us; Mdadgostar@ci.highland-park.tx.us; Jcline@ci.irving.tx.us; rberry@ci.mesquite.tx.us; Jspeer@ci.university-park.tx.us; Randy.walhood@cityofcarrollton.com; batkinson@cityofsachse.com; cityadministrator@cockrell-hill.tx.us; Walter_ragsdale@cor.gov; Ahendrix@pbw.ci.dallas.tx.us; cityofhutchins@prodigy.net
Cc: IRodriguez@dallascounty.org; JHedge@dallascounty.org
Subject: MCIP Project Cost Estimates

MCIP Project Cost Estimation M...

Good Day All!

During our 2001 MCIP kick-off meeting earlier this year, we projected that the final selection of projects will take place on or around October 31st. However, due to some discrepancies between the project cost estimates you submitted and those that our staff came up with, we have decided to move that date to December 30th while we attempt to resolve these discrepancies.
P
lease find attached our project cost estimate methodology. We will be faxing out to you detailed cost estimate break-downs for each individual project by the end of the work day today. Please contact our Senior Design Engineer, Jack Hedge (214-653-6420), as soon as possible if you wish to set up a meeting to discuss these new estimates. If we do not hear from you by November 15, 2001, we'll proceed to use the new estimates in our final project evaluation and selection.

Thanks in advance for cooperation!

Edith B. Ngwa, Ph.D
Senior Transportation Planner
Dallas County Public Works
411 Elm Street, Suite # 400
Dallas, TX 75202

FACSIMILE TRANSMISSION COVER SHEET

DATE: November 2, 2001

SENT BY: Iscla Rodriguez
DALLAS COUNTY PUBLIC WORKS DEPARTMENT
411 ELM STREET, 4TH FLOOR
DALLAS, TEXAS 75202
Phone: 214-653-6417
Fax: 214-653-6416

TO: Jim Pierce P.E., Assistant Director - Public Works

COMPANY: City of Addison

FAX NUMBER: 972-450-2834

PHONE NO.: 972-450-2879

NO. OF PAGES (Inc. Cover Sheet): _____

COMMENTS:

Please Review Attached documents and contact Jack Hedge if you have any questions about the cost estimate. (214) 653 - 6420

Also, check your email for a message from Edith Ngwa, our Senior Transportation Planner for more information.

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

Dallas County MCIP Project Cost Estimates

City Addison

MCIP #	Project Location	District	City's Estimated Total Project Cost	County's Estimated Total Project Cost
1	Belt Line Road Signal Up-grade	1	$700,000.00	$1,128,204.00
58	Dallas parkway SB to NB U-turn	1	$750,000.00	$945,649.10
2	Keller Springs/Addison Road Intersection	1	$248,000.00	$477,219.60
57	Belt Line/Dallas Parkway Single Point Urban Interchange	1	$2,500,000.00	$4,167,143.20

DALLAS COUNTY
PUBLIC WORKS

Dallas County MCIP Project Cost Estimation Methodology

Pavement and Drainage[1]	_____
+ Bridge[2]	_____
+ Traffic Signals[3]	_____
+ Street Lighting[4]	_____
+ RR Crossing[5]	_____
= Subtotal (ST1)	_____
+ Inflation (3%/yr ST1 for 6yrs)	_____
+ Materials (2% ST1)	_____
= Construction Cost Total	_____
+ Design cost[6]	_____
+ ROW cost	_____
+ SUE and Utility costs[7]	_____
= Subtotal (ST2)	_____
+ Project Delivery cost(10% ST2)	_____
= Total Project Cost	_____

[1] Includes pavement, subgrade, and storm drainage improvements. Bike lanes (two 5ft lanes), sidewalks, and handicap ramps are added if requested on application.

[2] Bridge cost estimate is $50/sq.ft.

[3] Traffic Signal roadway reconfiguration is $110,000 for a 6x6 lane intersection; $99,000 for a 6x4 lane intersection; $88,000 for a 6x2 lane intersection. Estimates are for NEW traffic signals.

[4] Street Lighting is $3,520 per light per 200ft.

[5] Railroad crossing is $161,100 for a 4 lane divided roadway (15ft median); and $246,300 for a 6 lane divided roadway (50ft median)

[6] Design cost:

$ 0 – 1 million	=	11%	of construction cost
$ 1 – 5 million	=	9.5%	of construction cost
$ 5 – 25million	=	7%	of construction cost

[7] SUE is @ 0 – 2% of construction cost, depending on the number of utilities. Utility cost as stated on application is added

MCIP #	1	City	Addison	Length	1.7	miles	Proposed Through Lanes: 3
Project Location	Belt Line Road Signal Up-grade						
Beginning	Marsh Lane			Ending:	Dallas Parkway (Quorum Drive)		

City Estimate:

Construction Cost	$610,000.00
Design Cost	$90,000.00
ROW Cost	$0.00
Utility Cost	$0.00
Total Project	$700,000.00
Cost to City	$560,000.00

County Estimate(DC):

Paving and Drainage	$0.00
Bridge Cost DC	$0.00
Lighting Cost DC:	$0.00
Signal Cost DC:	$770,000.00
Rail Road Cost DC:	$0.00
Subtotal:	$770,000.00
Inflation (3% for 6 years)	$138,600.00
Materials (2%)	$15,400.00
Construction Total	$924,000.00
Design Cost DC:	$101,640.00
ROW Cost DC:	$0.00
SUE and Utility Costs DC:	$0.00
Sub Total:	$1,025,640.00
Project Delivery Cost DC:	$102,564.00
Total Project Cost DC:	$1,128,204.00

Comments Regarding Cost by City:

This cost estimate was prepared by Parsons Transportation Group in January 2000.

Comments Regarding Cost by County:

Traffic signal upgrades. SUE is 0% and design is 11% of construction cost.

MCIP #	2	City	Addison	Length	0.17	miles	Proposed Through Lanes: 3
Project Location	Keller Springs/Addison Road Intersection						
Beginning	Keller Springs Road at Addison Road			Ending:	900 Feet East of Addison Road		

City Estimate:

Construction Cost	$173,000.00
Design Cost	$3,000.00
ROW Cost	$72,000.00
Utility Cost	$5.00
Total Project	$248,000.00
Cost to City	$198,400.00

County Estimate(DC):

Paving and Drainage	$192,030.00
Bridge Cost DC	$0.00
Lighting Cost DC:	$0.00
Signal Cost DC:	$15,750.00
Rail Road Cost DC:	$0.00
Subtotal:	$207,780.00
Inflation (3% for 6 years)	$37,400.40
Materials (2%)	$4,155.60
Construction Total	$249,336.00
Design Cost DC:	$3,000.00
ROW Cost DC:	$181,500.00
SUE and Utility Costs DC:	$0.00
Sub Total:	$433,836.00
Project Delivery Cost DC:	$43,383.60
Total Project Cost DC:	$477,219.60

Comments Regarding Cost by City:

This project was bid in late 1999 but was never awarded because of lack of right-of-way. The total amount bid was $147,560. The bid price has been adjusted upward by 6% for inflation, and 5% has been added to that for contingencies. Engineering costs are for re-bidding the project and bid phase services. Right-of-way cost figured at $8.00/square foot for 9000 square feet.

Comments Regarding Cost by County:

No SUE and design is a flat $3000 to rebid the project. Contigency is 5% that is added to the construction items. The paving and drainage is based on Addison's bid that were received in 1999 with 2 years of inflation.

MCIP #	57	City	Addison	Length	0	miles	Proposed Through Lanes: Belt Line -3, Dallas Pkwy - 3
Project Location	Belt Line/Dallas Parkway Single Point Urban Interchange						
Beginning	Belt Line Road At Dallas Parkway			Ending:	Belt Line Road At Dallas Parkway		

City Estimate:

Construction Cost	$2,060,000.00
Design Cost	$240,000.00
ROW Cost	$170,000.00
Utility Cost	$30,000.00
Total Project	$2,500,000.00
Cost to City	$2,000,000.00

Comments Regarding Cost by City:

A project cost estimate was prepared by Barton Aschman, based upon schematic design, in October 1997. The cost estimate was revised to present day as shown above.

County Estimate(DC):

Paving and Drainage	$1,062,160.00
Bridge Cost DC	$1,062,160.00
Lighting Cost DC:	$31,680.00
Signal Cost DC:	$110,000.00
Rail Road Cost DC:	$0.00
Subtotal:	$2,266,000.00
Inflation (3% for 6 years)	$407,880.00
Materials (2%)	$45,320.00
Construction Total	$2,719,200.00
Design Cost DC:	$258,324.00
ROW Cost DC:	$740,000.00
SUE and Utility Costs DC:	$70,788.00
Sub Total:	$3,788,312.00
Project Delivery Cost DC:	$378,831.20
Total Project Cost DC:	$4,167,143.20

Comments Regarding Cost by County:

SUE is 1.5% and design is 11% of construction cost. Assumed that consutlant's construction cost is correct without contigency cost. New sidewalks and bridge widening.

MCIP #	58	City	Addison	Length 0 miles	Proposed Through Lanes: A -3, DP -3
Project Location	Dallas parkway SB to NB U-turn				
Beginning	Dallas Parkway at Arapaho Road			Ending:	Same (intersection)

City Estimate:

Construction Cost	$660,000.00
Design Cost	$90,000.00
ROW Cost	$0.00
Utility Cost	$0.00
Total Project	$750,000.00
Cost to City	$600,000.00

County Estimate(DC):

Paving and Drainage	$266,800.00
Bridge Cost DC	$348,000.00
Lighting Cost DC:	$0.00
Signal Cost DC:	$22,000.00
Rail Road Cost DC:	$0.00
Subtotal:	$636,800.00
Inflation (3% for 6 years)	$114,624.00
Materials (2%)	$12,736.00
Construction Total	$764,160.00
Design Cost DC:	$84,058.00
ROW Cost DC:	$0.00
SUE and Utility Costs DC:	$11,463.00
Sub Total:	$859,681.00
Project Delivery Cost DC:	$85,968.10
Total Project Cost DC:	$945,649.10

Comments Regarding Cost by City:

A cost estimate, based upon schematic design, was prepared by parsons Transportation Group in April 1999.

Comments Regarding Cost by County:

SUE=1.5% Design is 11% Added inflation and other cost to Parson's estimate. Traffic signal is upgraded.

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:

Project	Amount
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:

BY:_____
CITY ATTORNEY

APPROVED AS TO FORM:

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

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS

ANGELA K. WASHINGTON
214.672.2144
AWASHINGTON@COWLESTHOMPSON.COM

August 28, 2002

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

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

Dear Mr. Weems

As requested, enclosed is a copy of my cover letter and the Supplemental Agreement originally forwarded to you on May 2, 2002. Please let me know if you have any changes, questions or concerns.

Sincerely,

Angela K. Washington

AKW/yjr
Enclosure

c: Mr. Steve Chutchian, Town of Addison
Mr. Ken Dippel, City Attorney

DALLAS COUNTY
PUBLIC WORKS

Dear Dallas County Partner:

Welcome to the Dallas County Major Capital Improvement Program (MCIP) Application Process. In this diskette / package, you will find four documents and/or forms that will be of use to you as you go through the process of selecting and submitting potential thoroughfare projects for Dallas County Major Capital Improvement funding.

The documents /forms contained in this application file / package are as follows:

I. Capacity Spreadsheet
II. Quickcap
III. RISK ANALYSIS sheet
IV. MCIP Application

You are NOT required to turn in (I) and (II) above, however, you do need to turn in (III) and (IV).

FORM(S) YOU ARE <u>NOT</u> REQUIRED TO TURN IN TO DALLAS COUNTY:

I) The Capacity Spreadsheet (I.): This spreadsheet is provided as a tool to assist you in determining the overall operational quality of potential projects to be submitted for MCIP funding. It requires that you input raw data (existing traffic volume, project length, number of accidents, etc. etc.) in the appropriate cells of the spreadsheet and the spreadsheet automatically calculates the current operational capacity of the roadway. The operational capacity (Total Quality Rating) is rated on a scale of 0-100. The lower the score (closer to zero), the lower the operational quality of the roadway, and therefore the greater the need for the proposed improvement. We recommend that you use this spreadsheet program as a preliminary evaluation tool to narrow down the potential number of projects you submit for Dallas County funding.

II) Quickcap (II.) is your instruction guide on how to use the Capacity Spreadsheet (I.).

It is up to you whether you choose to use item (I) above. It is a scientific roadway operational analysis tool that may or may not be needed by your city in deciding which projects are of greater need for improvement and therefore should be submitted for improvement. We will not be collecting any information from (I).

FORMS TO BE TURNED IN TO DALLAS COUNTY:

III) The RISK ANALYSIS sheet (III) and

IV) The MCIP Application (IV) are the two forms that are required for submittal. The MCIP application (IV) is the actual application form for proposed improvement funding while the risk analysis sheet is a supplement to the application form and a new addition to this year's application process. The latter is a written request for your overall physical assessment (ROW, utilities, and other structural issues) of the project being submitted. These two forms (paper or electronic copy), should be completed and mailed to:

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-715

Edith Ngwa, Ph.D
Senior Transportation Planner
Dallas County
411 Elm Street, 4th Floor
Dallas, TX 75202

You may also email the application forms to engwa@dallascounty.org or fax to 214-653-6416.

The deadline for application submittal is April 27, 2001 at 4pm.

If you have any questions on the application process, you may contact Edith Ngwa at 214-653-6522 or Isela Rodriguez at 214-653-6417.

We look forward to working with you on Dallas County 2001 MCIP Call for Projects!

2001 Dallas County Call For Projects

APPLICATION INFORMATION

Submitting Agency:
Contact Person:
Address:

TX

Telephone Number: **Facsimile Number:**

e-mail address: **@**

PROJECT INFORMATION

Location:
Beginning:
Ending:

MAPSCO:
Project Length:
Avg Posted Speed:
Avg Operating Speed:
Traffic Volume:
Traffic Volume Source:

Functional Classification:
Av. # of Accidents:
(over past 3 years)

	Existing	Proposed
Through lanes		
Left turn lanes		
Right turn lanes		
Sidewalks		
Bicycle Lanes		
Bridges		

Description of Proposed Improvement(s):

{Describe Project Here.}

PROJECT COST INFORMATION

Total Project Cost:
Right-of-way Cost:
Engineering/Design Cost:
Utility Cost:
Construction Cost:

Local Cost Contribution:
in percent of total cost:

Supporting Comments Regarding Cost:

{Use this section to justify project cost estimate.}

PROJECT RISK ANALYSIS /ASSESSMENT SHEET

Project Name:_____

Project Location (Beginning):_____

Project Location (Ending):_____

City:_____

1. **Right of Way** Is ROW available?
   a) Yes
   b) No

   Utility Easement Utility easements present?
   a) Yes
   b) No

   Any Comments on ROW availability?_____
   _____
   _____
   _____
   _____
   _____
   _____

2. **Utilities / Railroad** Check Utilities present:
   - ❑ Water lines,
   - ❑ Gas lines
   - ❑ TRA lines
   - ❑ Transmission Lines
   - ❑ Cable
   - ❑ Electricity lines
   - ❑ Railroad lines
   - ❑ Underground vaults
   - ❑ Other underground utilities_____
   - ❑ Any historical designations_____

3. **Safety** What safety issues exist?
   - ❑ Gas lines
   - ❑ Transit (Dart line)
   - ❑ School
   - ❑ Church
   - ❑ Other_____

4. **Environmental** What environmental issues exist?

- ❑ Parks
- ❑ Floodplains
- ❑ Lakes
- ❑ Cemeteries
- ❑ Other_____

5. **Traffic**

a) Posted Speed_____mph
b) Peak hour operational speed_____mph
c) Off-peak operational speed_____mph

6. **Structural Conditions**

a) Pavement condition_____
b) Drainage condition
   i) Any undersized bridges _____Yes _____No
   ii) Culverts present? _____Yes _____No
c) Bridges present? _____Yes _____No
d) Any road sections under 100 year BFE? _____Yes _____No

7. **Opposition** Possibility of Individual or neighborhood group opposition? ___Yes __No
If yes, explain:_____

8. **Other Comments**:_____

~END~

FY 2000 MAJOR CAPITAL IMPROVEMENT PROGRAM
DALLAS COUNTY

Prepared Jointly by the
Dallas County Department of Public Works
and the
North Central Texas Council of Governments

Proposed Evaluation Methodology to Score and Rank Candidate Thoroughfare System Improvements

INTRODUCTION

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. The underlying theory of this new approach is that a project will take five years from approval of funding to final construction, and that every year projects will be authorized for funding and projects will be completed. Thus, in any given calendar year, there will always be projects in each of the various phases of implementation (i.e. design, right-of-way acquisition, construction), thereby allowing for the more efficient use of personnel and resources.

In contrast, under the bond-financing method, all projects are authorized at the same time and are constructed at the same time. This approach creates a project "wave"—initially, there is a flurry of design activity, and the necessity of design resources; then, the wave passes to right-of-way acquisition, and the design resources become underutilized while right-of-way is bulked to handle the "wave"; finally, the projects pass to construction, creating the need to invest in construction-related resources, while the design and right-of-way resources are underutilized.

With the new financing and programming approach, the "project wave" is eliminated, and all project activities are occurring simultaneously (although not necessarily on the same project) and, more importantly, continuously. Thus, valuable resources are always being utilized and the funds that previously would have needed to be expended on additional resources (as a result of the "wave" effect) can instead be devoted to infrastructure.

This Program will be implemented by issuing an annual county-wide call for projects to identify and fund needed roadway improvements within the county, with local governments submitting candidate projects for potential selection and funding under this program. An annual "Call-for-projects" is an improvement over the traditional method of calling for projects every five years. The advantages of an annual call are twofold. First, with fewer submittals per Call, the quality of submittals, both of the projects submitted and the submittals themselves, will improve, as staff will be able to devote more time per submittal. Second, an annual Call provides more flexibility for cities to determine infrastructure needs

based on changes that may have recently occurred or will soon be occurring, such as a new development or infrastructure, instead of trying to determine needs based on a conjecture of what might occur five years into the future.

EVALUATION CRITERIA

In order to evaluate candidate projects in an equitable and consistent manner, ten evaluation criteria have been developed which will be applied to each project submittal to establish a basis for scoring and ranking projects. This ranking will identify which projects provide the greatest benefit to the county based on factors such as mobility, cost-effectiveness, safety, and air quality.

The proposed evaluation methodology is presented below. Each of the ten evaluation criteria will initially be assigned a maximum value of 10 points, with 100 points being the total maximum aggregate score possible for a given project. In addition to the "equal weight" scenario, other weighting scenarios can also be evaluated to determine which scenario most appropriately addresses the needs of Dallas County.

TECHNICAL METHODOLOGY FOR MODELING PROPOSED IMPROVEMENTS: Travel Model Forecast Procedures

The Dallas-Fort Worth Regional Travel Model (DFWRTM) is the planning tool used to help estimate current and future travel demand needs and allows detailed project evaluation to occur. The Major Capital Improvement Program must have a way of testing and evaluating the mobility benefits of a wide range of potential roadway projects, including the addition of new thoroughfare streets, the extension of existing thoroughfares, and the rehabilitation of existing thoroughfares. The DFWRTM is the tool used to accomplish this analysis.

In order to assess and quantify the benefits of the projects submitted under this Call-for-Projects, it is necessary to develop four different roadway network analyses. These four different network analyses simulate both baseline (year 1995 no-build) and future year conditions with and without the effects of the proposed projects. The four network analyses that will be used to evaluate the benefits of the projects submitted for the Major Capital Improvement Program are as follows:

- Analysis 1: The first analysis replicates conditions as they existed in 1995, the year the model was validated for, using the roadway network that existed in 1995 and 1995 demographic data for population, employment, and number of households.

- Analysis 2: The second analysis predicts year 2025 conditions assuming a no-build, or "do-nothing" scenario. In this analysis, the 1995 existing-conditions roadway network used in the first analysis is modeled using year 2025 demographics. This analysis shows the performance of the transportation system in the year 2025 if no improvements are made to it.

- Analysis 3: The third analysis predicts year 2025 conditions assuming that all the projects submitted for funding are implemented and constructed. This is accomplished by coding into the 1995 no-build roadway network all the projects submitted under this Call for Projects, creating a year 2025 build network. This

year 2025 build network will be modeled using year 2025 demographic assumptions.

- Analysis 4: The fourth analysis predicts year 2025 conditions assuming an "all-or-nothing" scenario. This scenario uses the year 2025 build network and year 2025 demographic assumptions, but doesn't use the typical "capacity-constrained" technique to model traffic in which only a finite number of trips can be assigned to a particular roadway segment. With an "all-or-nothing" assignment, an infinite number of trips can be assigned to a particular segment, and where several different routing options are available, all trips are assigned to the most desirable route (based on criteria specified). For this analysis, trips are assigned to the route with the best travel time, based on speed and distance only. This analysis is used to score projects under the Travel Desire Rating.

EVALUATION CRITERIA AND TECHNICAL METHODOLOGY FOR SCORING PROJECTS

Evaluation Criteria

Functional Classification Rating - (10 Points)

This evaluator assigns points based on functional classification as designated in the 2000 *Regional Thoroughfare Plan*. For any given project, the functional class assigned to the project will be the classification of the highest classified facility which can reasonably be assumed to be either directly or indirectly positively impacted by the proposed project.

Example Arterials A and B are parallel arterials one-mile apart. Freeway X runs perpendicular to both A and B and has interchanges at both. Approximately one-quarter mile from and parallel to Freeway X the City is proposing to build a four-lane roadway that will intersect both A and B.

Scenario 1: Freeway X is the only existing roadway that connects with both Arterials A and B. Thus, a motorist on A wanting to use B must use Freeway X. Under this scenario, the City's new roadway would be scored as a freeway, as it is reasonable to assume that it will reduce congestion on Freeway X by eliminating the necessity of all local traffic going from A to B to use Freeway X. In other words, there is a certain percentage of local traffic that is only using Freeway X by default that would divert to an alternate route. By eliminating this local traffic from Freeway X, its congestion is reduced and its reserve capacity is increased.

Scenario 2: Freeway X is one of several roadways that connect with both Arterials A and B. Thus, a motorist on A wanting to use B does not necessarily need to use Freeway X. Under this scenario, the City's new roadway would be scored by its own functional classification, as it is reasonable to assume that it will not reduce congestion on Freeway X because other routes for local traffic to travel from A to B already exist. In other words, local traffic diversion from the Freeway is already occurring, and the addition of another alternate route will not have an impact on the operation of the Freeway.

Each project will receive a score based on the classifications shown in *Table 1*.

Table 1

Functional Classification Rating

Functional Classification Designation	Score
Regional Arterial	10 Points
Freeway (existing and proposed)	7 Points
Other Arterial	3 Points
Not on Regional Thoroughfare Plan	0 Points

Speed Delay-Rating - (10 Points)

Each candidate project submitted for funding will be assigned a speed-delay rating based on the anticipated improvement to travel times and speeds that will result from the roadway improvement. This will be calculated by taking the difference between the posted roadway speed limit (maximum free-flow speed) and a current observed speed on the facility (current operating speed), divided by the length of the project. For intersection projects, the higher of the posted speeds for the intersecting roads (and ultimately the length of the roadway with the higher speed) should be used to calculate the speed delay rating. Each city submitting a project for funding will be asked to collect and provide recent peak-hour speeds which will be used in calculating this rating. Using speed delay as an evaluation criterion takes into account both the traffic congestion on and the physical condition of the roadway, both of which affect the operating speed.

The delay rate is defined as the difference between the time it takes to travel a set distance at the posted speed limit without stopping (free-flowing) and the actual time (observed) it takes to travel that same distance (accounting for traffic control delay and congestion), divided by the distance traveled, expressed in minutes per mile.

A 1996 report by **Metroplan**, the Council of Governments for Central Arkansas, established a delay rate congestion threshold of 0.41 minutes per mile, based on criteria established in the *Highway Capacity Manual*, vehicle limitations, and driver perceptions. In other words, a facility is considered congested when its delay rate is equal to or greater than 0.41 minutes per mile. This number corresponds to the difference in time it takes to travel one mile at 55 miles per hour versus traveling one mile at 40 miles per hour. From this delay rate, a numeric value for congestion, the "degree of congestion" or DOC, has been defined as follows:

$$DOC = Delay\ Rate - 0.410$$

Thus, a facility at the congestion threshold, that is, with a delay rate of 0.41, has a DOC of 0.000. A facility operating at its maximum free flow speed has a delay rate of 0.00 and a corresponding DOC of –0.410.

In order to provide insight into the magnitude of congestion, eight congestion categories were defined -- five for congested facilities and three for non-congested facilities. The DOC

threshold for each of the eight categories is shown in *Table 2*, along with the points assigned for each category.

Table 2

Speed-Delay Rating Criteria

Category	"Degree of Congestion"	Score
Extreme	Greater than 4.499	10 Points
Severe	Between 1.499 and 4.498	8 Points
Serious	Between 0.499 and 1.498	6 Points
Moderate	Between 0.213 and 0.498	5 Points
Mild	Between 0.001 and 0.212	4 Points
Borderline	Between – 0.168 and 0.000	2 Points
Acceptable	Between – 0.410 and – 0.167	1 Point
None	Less than – 0.411	0 Points

Traffic Volume Rating - (10 Points)

This rating evaluates the project according to the magnitude of traffic-flow improvement that can be expected to result by making the proposed improvement to the facility. The Traffic Volume Rating is calculated by taking the difference between a "build" and a "no-build" condition, which yields the additional traffic resulting from making the improvement. Specifically, year 2020 traffic projections will be generated with and without the improvements in place in order to model the anticipated change. Projects showing the greatest amount of traffic improvement will receive a higher score for this criterion.

Specifically, this criterion is calculated by taking the difference between two year 2020 travel model runs, the "build" condition (Analysis 3) and the "no-build" condition (Analysis 2). The difference between these two analyses is the expected change in traffic volumes resulting from making the proposed improvement to the facility. In general, projects showing the largest amount of traffic improvement will receive a higher score for this criterion. The maximum score available for this criterion will be ten points. The range of possible scores will be determined after the analyses are complete and the data is available to determine minimum and maximum values.

Traffic Volume Growth Rating - (10 Points)

The Traffic Volume Growth Rating is derived from the growth in traffic volumes expected to occur on each candidate segment of roadway between the current condition (year 1995) and the future travel model projection (year 2020). This rating assumes that the project is not in operation in the current year and that it will be operational by the future forecast year. Points will be assigned to each project based on the percentage of growth estimated to occur during this time period.

Specifically, the percent change between traffic volumes in the year 2020 "build" network (Analysis 3) and the 1995 "existing condition" network (Analysis 1) will be calculated. Projects showing the largest amount of change will receive the higher scores. The

maximum score available for this evaluator is ten points. The range of possible scores for this criterion will not be determined until after the model runs are complete and the minimum and maximum values are derived.

Travel Desire Rating - (10 Points)

This rating will score each candidate project based on its inherent attractiveness and desirability assuming there is no congestion at all on the facility. When congestion is factored into the equation, roadways that may be more direct and desirable to travel on are sometimes avoided because of high levels of congestion, even though they are the preferred routes. This evaluation criteria is derived by looking at the difference between a year 2020 capacity-constrained model run (Analysis 3), which takes into account the congestion on the roadway, and an "all-or-nothing" model run (Analysis 4), which assumes that there is no congestion on any roadway. The "all-or-nothing" model run allows vehicle trips to choose the preferred route (based on shortest distance and fastest speeds) regardless of any effects due to congestion. The percent difference between the two model runs shows whether the facility is being used because it is the most direct and preferred path ("all-or-nothing") or whether traffic is being diverted to the facility due to congestion on other routes (capacity-constrained). The maximum score available for this criterion is ten points. The range of possible scores will be determined after the travel model runs are complete and the maximum and minimum values are identified.

Benefit-Cost Ratio Rating - (10 Points)

This rating is calculated based on the ratio of benefits resulting from the proposed improvement to the cost of the improvement. The benefits for each project are determined from the reduction in travel-time delay experienced on the roadway segment with and without the candidate roadway improvement. Local government and Dallas County staff will estimate the costs for each project.

Benefits used in the B/C ratio are calculated from the delay savings gained from an increase in capacity or speeds on the segment (if, in fact, a gain is induced). The reduction in delay is calculated from the increase in average daily loaded speeds, which are derived from the travel model runs. This analysis compares the modeled speeds before an improvement (Analysis 2) and the speeds after the improvement (Analysis 3). After average daily loaded speeds and 24-hour projected traffic volumes are determined for both Analysis 2 and Analysis 3, a benefit-cost ratio is calculated based on the following equation:

$$\frac{TAB}{TAC} = \left[\frac{\left[\left(\frac{VOL^{A} * VOLFAC * LENGTH}{SPEED^{A}} \right) - \left(\frac{VOL^{B} * VOLFAC * LENGTH}{SPEED^{B}} \right) \right] \times DAO \times VOT \times NOD}{(TOTAL\ COST \times CRF)} \right]$$

$$\frac{TAB}{TAC} = \left[\frac{\left[\left(\frac{VOL^A * VOLFAC * LENGTH}{SPEED^A} \right) - \left(\frac{VOL^B * VOLFAC * LENGTH}{SPEED^B} \right) \right] \times DAO \times VOT \times NOD}{(\ TOTAL\ COST\ \times\ CRF\ )} \right]$$

Where:	TAB	=	Total Annualized Benefit ($)
	TAC	=	Total Annualized Cost ($)
	Vol^A	=	24-Hour Volume from Run 2 (no-build scenario)
	Vol^B	=	24-Hour Volume from Run 3 (build scenario)
	VOLFAC	=	0.6, volume factor (peak/off-peak/directional dist.)
	Length	=	Length of Project (miles)
	$Speed^A$	=	Link Speed from Run 2 (no-build scenario)
	$Speed^B$	=	Link Speed from Run 3 (build scenario)
	DAO	=	1.29 persons per vehicle, Daily Auto Occupancy
	VOT	=	$9.70 per hour, Value of Time
	NOD	=	260 per year, Number of Days for annual benefit
	Total Cost	=	Total Project Cost ($)
	CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)

Points are assigned to each project based on the ratio of the total annualized benefits divided by the total annualized cost. *Table 3* provides the scoring ranges with their corresponding benefit-cost ratios.

Table 3

Benefit-Cost Ratio Rating

B/C Ratio	Score
0 – 0.50	0 Points
0.51 – 0.75	1 Points
0.76 – 1.00	2 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

Accident Rate Rating - (10 Points)

Each candidate project will receive an accident rating based on the raw accident rate per million vehicle miles.

Each city will be asked to provide three years worth of actual accident data for each roadway segment submitted for review. Projects with a higher accident rate over this three-year period will receive a higher rating. After all the accident data has been analyzed, a range of scores will be developed between zero and ten points, based on the magnitude of accidents reported.

Air Quality / Energy Conservation Rating - (10 Points)

Each project submittal will be evaluated based on its overall impact toward improving the quality of the region's air. The Dallas-Fort Worth region is currently designated as a non-attainment area by the U.S. Environmental Protection Agency based on past exceedances of the national ambient ozone standard. In order to promote regional air quality goals and objectives, each project will be quantified in terms of air quality reductions. Specifically, the dollars per pound of nitrous oxide (NOx) emission reductions will be calculated and each project will receive a score based on its reduction potential.

Emission reductions will be calculated by estimating emissions before and after the improvement is in place, and taking the difference. Projects contribute positively toward air quality reductions, in general, when speeds approach 50 miles per hour and operating performance is improved. The following formula provides the methodology for calculating emission reductions on a project-by-project basis.

$$\frac{\$}{\text{Lb.}} = \left[\frac{(\text{TOTAL COST} \times \text{CRF}) \times C_1}{\left[(VOL_B \times EF_B \times \text{LENGTH}) - (VOL_A \times EF_A \times \text{LENGTH})\right] \times 260 \text{ DAYS/YEAR}} \right]$$

Where:

VOL_B	=	24-hour modeled volume before improvement (Analysis 2)
EF_B	=	Emission factor based on speeds from Analysis 2 grams/mile)
Length	=	Project Length (miles)
VOL_A	=	24-hour modeled volume after improvement (Analysis 3)
EF_A	=	Emission factor based on speeds from Analysis 3(grams/mile)
Total Cost	=	Total project cost ($)
CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)
C_1	=	454 grams per pound (conversion factor, grams to pounds)
$/lb.	=	Dollars per pound of NOx emissions reductions

Points will be assigned to each project based on the ratio of the annualized cost to the annualized NOx emissions reductions. *Table 4* provides the scoring ranges for this evaluation criterion.

Table 4

Air Quality / Energy Conservation Rating

$ / 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

Sustainable Development/ Redevelopment/ "Smart Growth" Rating (10 Points)

Each project submittal will be evaluated with respect to encouraging regional sustainable development or "smart growth" patterns (i.e. densification of the urban core counties) or redevelopment of distressed areas. There will not be a sliding scale of points available for this criterion. Each project will either receive the full 10 points or will receive a zero. A project located within a census block classified as "Distressed" or "Under-Utilized" as defined in the Dallas County Tax Abatement Policy (see attached maps) will receive the full 10 points; all other projects will receive a zero.

The aforementioned policy defines a "Distressed" area as a census block whose median family income is less than or equal to 150% of the poverty level for a Dallas area family of four or a census block contained within a federally or state-designated enterprise zone.

An "under-utilized" area is a census block that meets three of following five criteria:

1) *Low population growth* (percentage change in population that is less than the County average for 1980-1995)
2) *Low employment growth* (percentage change in employment that is less than the County average for 1990-1995)
3) *Low traffic congestion* (roadways where, in 1995, no more than 30% of lane miles exceeded free-flow traffic levels during peak hours)
4) *Low property values* (median value of owner-occupied structure is no greater than 50% of the County median)
5) *Predominantly low/moderate income population* (at least 51% of population earns less than 80% of the Dallas area median household income)

For census blocks that are at least two-thirds (2/3) undeveloped, only one of the five criteria listed above need to be met to qualify as "under-utilitized."

Intermodal / Multimodal / Social Mobility Rating - (10 Points)

Each project submitted for funding will receive a score based either on its ability to involve more than a single mode of travel or its long-term economic development potential that could benefit the community. There will be a sliding scale of points available for this criterion. There are three separate elements that comprise this scoring criteria. These three elements are:

- Infrastructure Investment Project - A capital project with a likelihood of producing long-term economic benefits as opposed to an operational project which only provides direct benefits for a given short time period. (10 points)

- Social Mobility Project - A social mobility project is one that provides transportation services to individuals or groups who need some form of transportation due to an inability to utilize existing forms of transportation. This can include services to the elderly and disabled or economically disadvantaged individuals. (10 points)

- Multi-Modal /Inter-modal Projects - Projects that facilitate non-SOV (single occupant vehicle) modes or provide for the interaction of two or more transportation modes in a given area.
  Transit (bus/rail) - (10 points)
  School Bus - (7 points)
  Bicycle Paths - (5 points)
  Pedestrian Paths - (3 points)
  Projects that incorporate any combination of the above 4 modes of transportation will receive the full 10 points.

Special Case Rating Methodology

Special Case #1 - If all or part of a roadway consisted of a new roadway, then it was not possible to calculate a Speed Delay Rating, a Benefit-Cost Ratio Rating, or an Air Quality Rating. In these cases, the Speed Delay Rating, the Benefit-Cost Ratio Rating, and the Air Quality Rating are all given zero points, and the maximum points for the Traffic Volume Rating are increased to 30. This is accomplished by multiplying the Traffic Volume Rating by three.

Special Case #2 - In certain situations, the Benefit-Cost Ratio may be misleading because the traffic induced by the capacity improvement was so great that the resulting congestion was higher than without the improvement. This signifies that the project is highly warranted. Projects falling under the Special Case #2 category will receive zero points for the Benefit-Cost Ratio Rating, and the maximum allowable points for the Traffic Volume Rating will be increased to 20. This is accomplished by multiplying the points assigned to the Traffic Volume Rating by two.

Special Case #3 - The criteria which use percent change as a basis for scoring, Traffic Volume Growth Rating and Travel Desire Rating, could be misleading if the absolute value

of the traffic volumes is less than 5,000 in the year 2025. To avoid overrating these projects, the maximum points available for the Traffic Volume Growth Rating Criteria and the Travel Desire Rating will be reduced to five for each rating element. This is accomplished by dividing the score for these two criteria by two.

LOCAL COST PARTICIPATION MULTIPLIER

In order to aide in the successful implementation of the Dallas County MCIP, it is imperative to accept only those projects for funding that have a strong commitment from all the stakeholders. One strong indicator of this commitment is the value of resources being contributed. In order to reward those projects with strong commitments, a multiplier based on the value of the local commitment (as a percentage of the total project value) will be applied to the aggregate scores. This multiplier will be equal to 1 plus the percent of local match, expressed as a decimal. Thus, if a City commits to a match of 50 percent of a project's value, that project's aggregate score will be multiplied by 1.50 in determining the final score. For a match of 20%, the multiplier is 1.20.

As the financial resources of all possible stakeholders are not equal, said multiplier may be considered to be inherently biased against those possible stakeholders with limited resources. Therefore, in order to mitigate this perception of inherent bias, bonus points will be assigned to those cities where 60% of the land area falls in census blocks defined as "Distressed" or 51% Low/Moderate Income. This bonus consists of adding 0.3 to the multiplier for any project submitted by a city qualifying for the bonus. For example, the multiplier for a project submitted by a qualifying city contributing 20% of the total cost of the project will be 1.50 (1.20 plus 0.30), the same multiplier applied to a project for a non-qualifying city contributing 50%.

Example 1.
Projects for Cities A, B, C, and D all finish with aggregate scores of 80. Cities A, B, C, and D agree to contribute 50%, 20%, 0%, and 20%, respectively, of the cost of the project. City D qualifies for the 60% local match multiplier bonus.

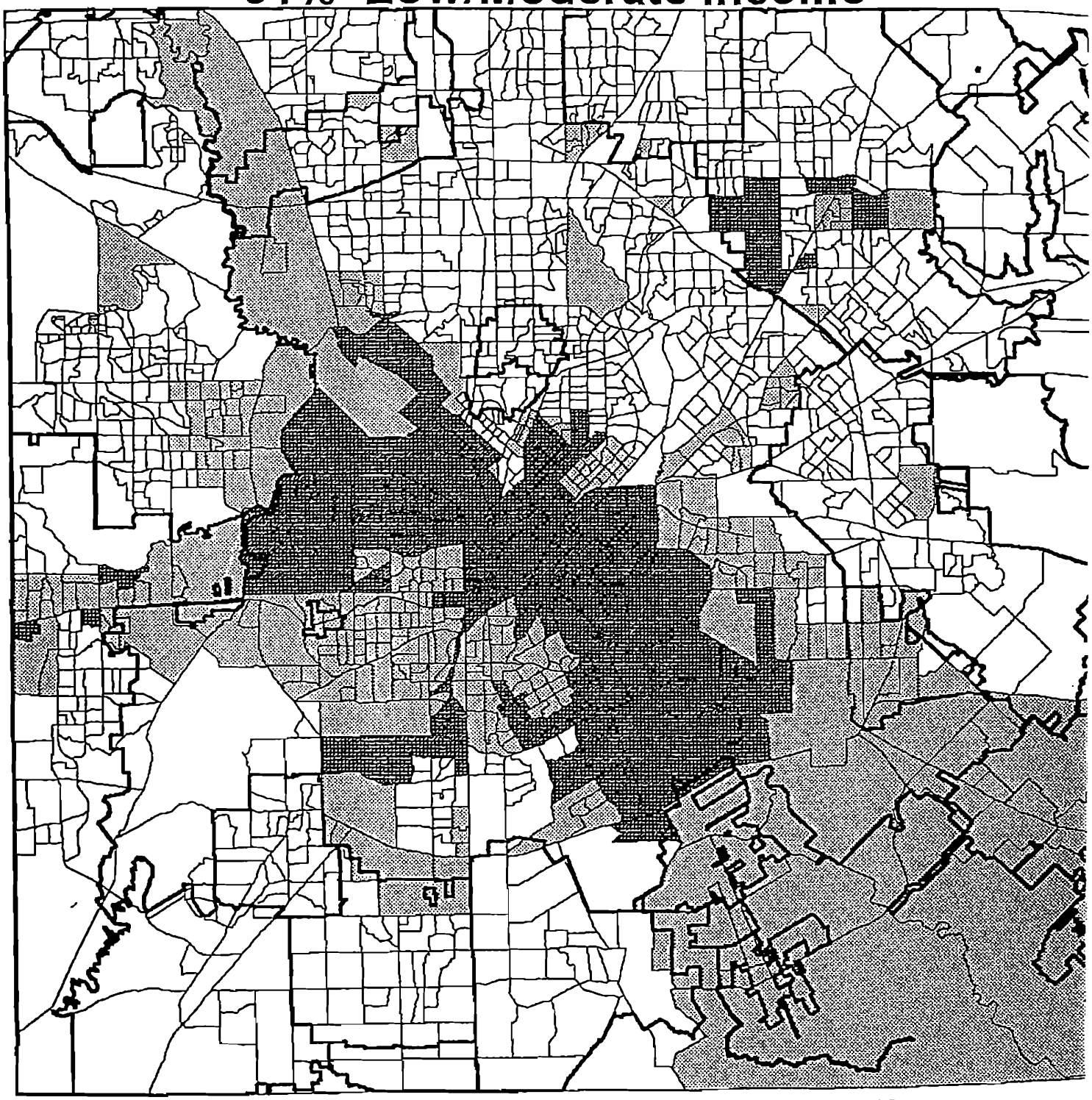
The multiplier for the four projects are as follows:
City A – 1.50
City B – 1.20
City C – 1.00
City D – 1.50

The final point totals for the four projects, computed by multiplying the aggregate total by the multiplier, are as follows:

City A – 120.0
City B – 96.0
City C – 80.0
City D – 120.0

Example 2.
City Q is a qualifying city and contributes 20% of the project cost. Q's project finishes with an aggregate score of 70 and a total score 105.0. City R's project finishes with an aggregate score of 100, but since R is not willing to commit local resources (and is non-qualifying), the project finishes with a total score of 100.0, below Q's. So does City S's project with a total score of 102.0, which finished with a higher aggregate score of 85 but was supported with a 20% local commitment (S is a non-qualifying city) resulting in a multiplier of 1.20 compared to Q's 1.50.

Location of Distressed Areas and Census Block Groups that are at Least 51% Low/Moderate Income



1990 BLOCK GROUPS

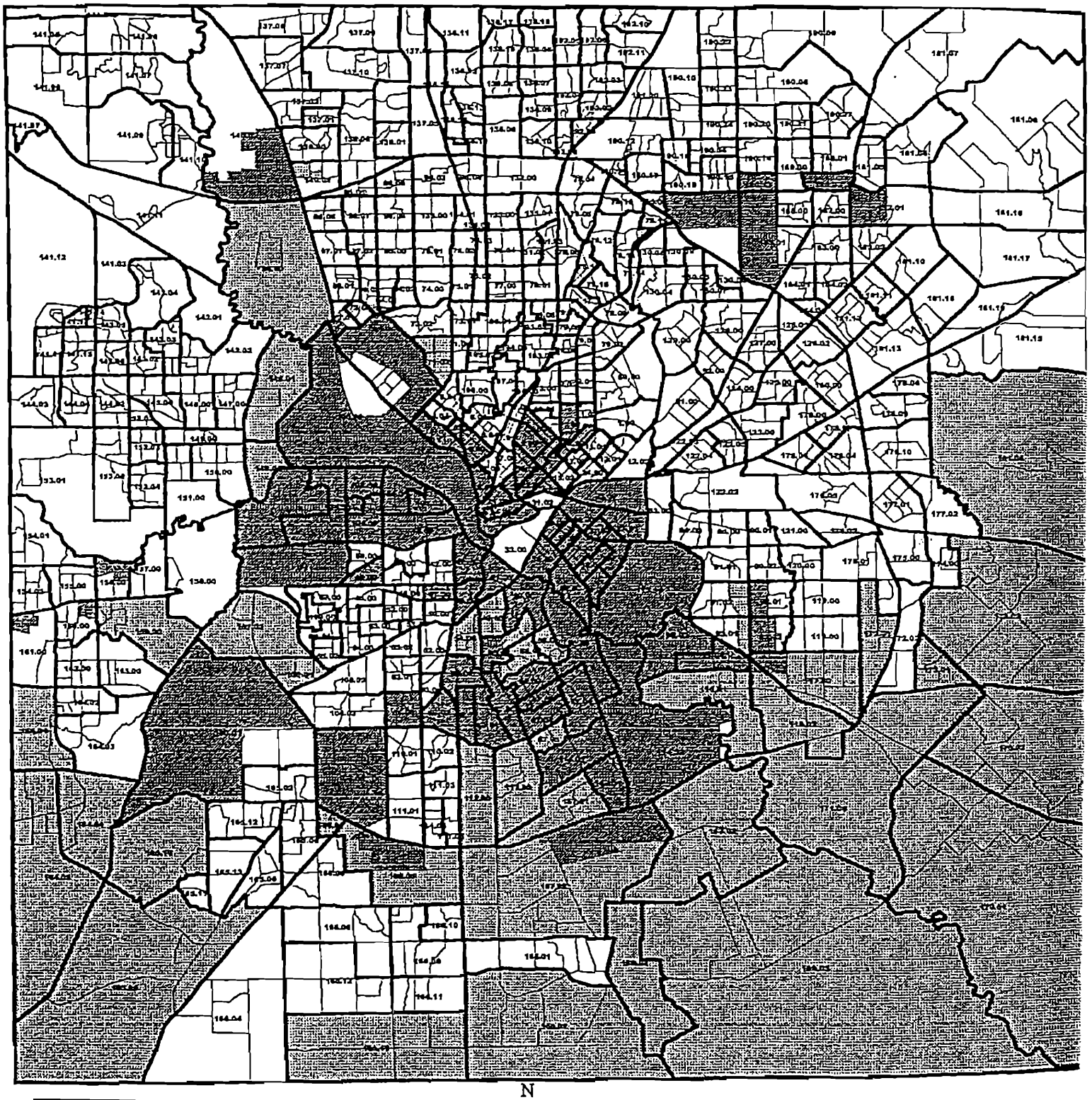
DISTRESSED AREAS

PREDOMINATELY LOW/MODERATE INCOME BLOCK GROUPS

8 0 8 Miles

N W E S

Location of Distressed Areas and Under-Utilized Areas Under Dallas County Tax Abatement Policy.



1990 CENSUS TRACTS

DISTRESSED AREAS

UNDER-UTILIZED AREAS

N
W E
S

SCALE: 1" = 4 MILES

DALLAS COUNTY
PUBLIC WORKS

TO: All Partnering Cities

FROM: Donald L. Holzwarth
Director of Public Works

DATE: 17 January 2000

SUBJECT: 2001 Major Capital Improvement (MCIP) 'Call for Projects'.

Dallas County is ready to launch the second year of its Major Capital Improvement Program (MCIP). The 2001 program will consider projects for funding in fiscal years 2006 and 2007.

Based on the success of last year's program, owed largely in part to the tremendous cooperation and feedback we received from you, the 2001 program will be similar to last year's, with the exception of some minor changes to the funding, methodology and schedule. The proposed schedule for this year's program is as follows:

MILESTONE	*TARGET DATE*
Kickoff Meeting	**January 31, 2001**
Application Submittal Deadline	**April 27, 2001 (4pm)**
Preliminary Evaluation Completed	**June 29, 2001**
Cities' Review Deadline	**July 29, 2001**
Final Evaluation and Ranking	**August 17, 2001**
Final Selection and Court Approval	**October 30, 2001**

Notice from the above schedule that a kickoff meeting has substituted for the 'Call for Projects' notice. Whereas last year a written notice was issued to solicit projects for improvement, this year we are proposing a kickoff meeting to be held at the Dallas County Commissioners' Courtroom at 411 Elm Street, Dallas, on Wednesday, January 31st, 2001 from 2 - 5pm. We strongly encourage you to attend this very important meeting. During this meeting, we'll provide you with an overview of the MCIP, highlighting recent changes made to the program funding, methodology, and schedule, and we will demonstrate the completion of the application process. We anticipate that this kickoff meeting will also provide an opportunity for you to ask questions and receive answers about all matters relating to the Major Capital Improvement Program.

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151

In preparation for the above meeting, you will find the following attached:

- a tentative agenda,
- a copy of our modified evaluation methodology with a one-page summary highlighting recent changes,
- a copy of the Court-approved MCIP Master Inter-local Agreement, and
- a document outlining our Five-Phase Project Delivery System.

We suggest that you carefully review the above documents before the January 31st kickoff meeting and that if you have any questions before then, to contact either Don Cranford, Assistant Director, or Dr. Edith Ngwa, Senior Transportation Planner, at (214) 653-7151.

Thank you in advance for your cooperation. I look forward to another opportunity to partner with you at the January 31st kickoff meeting.

2001 Major Capital Improvement Program
Kick-Off Meeting
January 31, 2001, 2-5pm

AGENDA

- 2:00—2:20pm Gather, Network, Coffee
- 2:20—3:00pm Welcome, Overview of Meeting and Introductions
- 3:00—4:00pm Short Presentations:
  - Review of 2000 MCIP Application, Evaluation and Selection Process
  - Overview of 2001 MCIP Program
  - Recommended Changes for 2001
  - Proposed Schedule for 2001
  - Sample Application Forms and Demonstration of 2001 Application Process
- 4:00—5:00pm Discussion, Question and Answer Session
- 5:00pm Break!

Summary of Changes to the Dallas County MCIP Evaluation Methodology

The 2000 MCIP Call for Projects provided the first opportunity to test the MCIP evaluation methodology on real life projects. In performing that evaluation, we discovered that we could improve in several areas to compensate for some inherent biases of the methodology. These biases and the suggestions/recommendations for remedying them include the following:

- **New construction Projects score higher than widening or intersection projects:** Special case # 1 of the evaluation methodology awards points to projects that in part or entirely consist of a new roadway, and for which, therefore, it is not possible to calculate a speed delay, a benefit-cost, and an air-quality rating. For these cases, the traffic volume rating is multiplied by 4. It is recommended that the traffic volume rating be multiplied by 3, instead of 4 as is stated in the 2000 MCIP methodology.
- **Intersection project speeds not reflected in model:** The higher of the two speeds on the intersecting roads should be used to calculate the Speed Delay rating for intersection improvement projects.
- **Bikeway/Pedestrian projects scored low:** New bikeway and pedestrian projects under the current methodology are evaluated under the assumption that no roadway currently exists on their proposed path. Given that assumption, they usually score no points on several (at least 8) of the criteria that are roadway-based. It is recommended that these projects incorporate a mode split using the nearest road and assuming a traffic and safety reduction, if appropriate.
- **Inter-Modal / Multi-Modal Rating is too general:** The current methodology awards equal amount of points (10) to all projects that demonstrate multi-modal/inter-modal use irrespective of the type of mode. It is recommended the modes be rated on a sliding scale basis as follows: Transit 10; school buses 7; bike 5, and sidewalks 3.
- **Cost Estimating needs to be automated for consistency:** It is recommended that a cost estimating element be added to the evaluation software so that project costs can be automatically developed and can be consistent across the board for similar types of improvement.
- **Functional classification scoring awards more points for freeways not county-wide thoroughfares:** It is recommended that regional arterials be awarded more points (10) under the Functional Classification rating, than freeways (5). In the current methodology, it is the other way round. Such a change would enable regional arterials (the MCIP's priority) to rank better than state freeways.
- **Accident rate criteria too subjective:** The accident criteria should be based on raw accident rate per 1 million vehicle miles as opposed to the number of correctable accidents—a determination which is often left up to subjective judgement.

FY 2000 MAJOR CAPITAL IMPROVEMENT PROGRAM
DALLAS COUNTY

Prepared Jointly by the
Dallas County Department of Public Works
and the
North Central Texas Council of Governments

Proposed Evaluation Methodology to Score and Rank Candidate Thoroughfare System Improvements

INTRODUCTION

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. The underlying theory of this new approach is that a project will take five years from approval of funding to final construction, and that every year projects will be authorized for funding and projects will be completed. Thus, in any given calendar year, there will always be projects in each of the various phases of implementation (i.e. design, right-of-way acquisition, construction), thereby allowing for the more efficient use of personnel and resources.

In contrast, under the bond-financing method, all projects are authorized at the same time and are constructed at the same time. This approach creates a project "wave"—initially, there is a flurry of design activity, and the necessity of design resources; then, the wave passes to right-of-way acquisition, and the design resources become underutilized while right-of-way is bulked to handle the "wave"; finally, the projects pass to construction, creating the need to invest in construction-related resources, while the design and right-of-way resources are underutilized.

With the new financing and programming approach, the "project wave" is eliminated, and all project activities are occurring simultaneously (although not necessarily on the same project) and, more importantly, continuously. Thus, valuable resources are always being utilized and the funds that previously would have needed to be expended on additional resources (as a result of the "wave" effect) can instead be devoted to infrastructure.

This Program will be implemented by issuing an annual county-wide call for projects to identify and fund needed roadway improvements within the county, with local governments submitting candidate projects for potential selection and funding under this program. An annual "Call-for-projects" is an improvement over the traditional method of calling for projects every five years. The advantages of an annual call are twofold. First, with fewer submittals per Call, the quality of submittals, both of the projects submitted and the submittals themselves, will improve, as staffs will be able to devote more time per submittal. Second, an annual Call provides more flexibility for cities to determine infrastructure needs

based on changes that may have recently occurred or will soon be occurring, such as a new development or infrastructure, instead of trying to determine needs based on a conjecture of what might occur five years into the future.

EVALUATION CRITERIA

In order to evaluate candidate projects in an equitable and consistent manner, ten evaluation criteria have been developed which will be applied to each project submittal to establish a basis for scoring and ranking projects. This ranking will identify which projects provide the greatest benefit to the county based on factors such as mobility, cost-effectiveness, safety, and air quality.

The proposed evaluation methodology is presented below. Each of the ten evaluation criteria will initially be assigned a maximum value of 10 points, with 100 points being the total maximum amount possible for a given project. In addition to the "equal weight" scenario, other weighting scenarios can also be evaluated to determine which scenario most appropriately addresses the needs of Dallas County.

TECHNICAL METHODOLOGY FOR MODELING PROPOSED IMPROVEMENTS: Travel Model Forecast Procedures

The Dallas-Fort Worth Regional Travel Model (DFWRTM) is the planning tool used to help estimate current and future travel demand needs and allows detailed project evaluation to occur. The Major Capital Improvement Program must have a way of testing and evaluating the mobility benefits of a wide range of potential roadway projects, including the addition of new thoroughfare streets, the extension of existing thoroughfares, and the rehabilitation of existing thoroughfares. The DFWRTM is the tool used to accomplish this analysis.

In order to assess and quantify the benefits of the projects submitted under this Call-for-Projects, it is necessary to develop four different roadway network analyses. These four different network analyses simulate both baseline (year 1995 no-build) and future year conditions with and without the effects of the proposed projects. The four network analyses that will be used to evaluate the benefits of the projects submitted for the Major Capital Improvement Program are as follows:

- Analysis 1: The first analysis replicates conditions as they existed in 1995, the year the model was validated for, using the roadway network that existed in 1995 and 1995 demographic data for population, employment, and number of households.

- Analysis 2: The second analysis predicts year 2025 conditions assuming a no-build, or "do-nothing" scenario. In this analysis, the 1995 existing-conditions roadway network used in the first analysis is modeled using year 2025 demographics. This analysis shows the performance of the transportation system in the year 2025 if no improvements are made to it.

- Analysis 3: The third analysis predicts year 2025 conditions assuming that all the projects submitted for funding are implemented and constructed. This is accomplished by coding into the 1995 no-build roadway network all the projects

submitted under this Call for Projects, creating a year 2025 build network. This year 2025 build network will be modeled using year 2025 demographic assumptions.

- Analysis 4: The fourth analysis predicts year 2025 conditions assuming an "all-or-nothing" scenario. This scenario uses the year 2025 build network and year 2025 demographic assumptions, but doesn't use the typical "capacity-constrained" technique to model traffic in which only a finite number of trips can be assigned to a particular roadway segment. With an "all-or-nothing" assignment, an infinite number of trips can be assigned to a particular segment, and where several different routing options are available, all trips are assigned to the most desirable route (based on criteria specified). For this analysis, trips are assigned to the route with the best travel time, based on speed and distance only. This analysis is used to score projects under the Travel Desire Rating.

EVALUATION CRITERIA AND TECHNICAL METHODOLOGY FOR SCORING PROJECTS

Evaluation Criteria

Functional Classification Rating - (10 Points)

This evaluator assigns points based on functional classification as designated in the *1999 Regional Thoroughfare Plan Update*. For any given project, the functional class assigned to the project will be the classification of the highest classified facility which can reasonably be assumed to be either directly or indirectly positively impacted by the proposed project.

Example Arterials A and B are parallel arterials one-mile apart. Freeway X runs perpendicular to both A and B and has interchanges at both. Approximately one-quarter mile from and parallel to Freeway X the City is proposing to build a four-lane roadway that will intersect both A and B.

Scenario 1: Freeway X is the only existing roadway that connects with both Arterials A and B. Thus, a motorist on A wanting to use B must use Freeway X. Under this scenario, the City's new roadway would be scored as a freeway, as it is reasonable to assume that it will reduce congestion on Freeway X by eliminating the necessity of all local traffic going from A to B to use Freeway X. In other words, there is a certain percentage of local traffic that is only using Freeway X by default that would divert to an alternate route. By eliminating this local traffic from Freeway X, its congestion is reduced and its reserve capacity is increased.

Scenario 2: Freeway X is one of several roadways that connect with both Arterials A and B. Thus, a motorist on A wanting to use B does not necessarily need to use Freeway X. Under this scenario, the City's new roadway would be scored by its own functional classification, as it is reasonable to assume that it will not reduce congestion on Freeway X because other routes for local traffic to travel from A to B already exist. In other words, local traffic diversion from the Freeway is already occurring, and the addition of another alternate route will not have an impact on the operation of the Freeway.

Each project will receive a score based on the classifications shown in *Table 1*.

Table 1

Functional Classification Rating

Functional Classification Designation	Score
Regional Arterial	10 Points
Freeway (existing and proposed)	7 Points
Other Arterial	3 Points
Not on Regional Thoroughfare Plan	0 Points

Speed Delay-Rating - (10 Points)

Each candidate project submitted for funding will be assigned a speed-delay rating based on the anticipated improvement to travel times and speeds that will result from the roadway improvement. This will be calculated by taking the difference between the posted roadway speed limit (maximum free-flow speed) and a current observed speed on the facility (current operating speed), divided by the length of the project. For intersection projects, the higher of the posted speeds for the intersecting roads (and ultimately the length of the roadway with the higher speed) should be used to calculate the speed delay rating. Each city submitting a project for funding will be asked to collect and provide recent peak-hour speeds which will be used in calculating this rating. Using speed delay as an evaluation criterion takes into account both the traffic congestion on and the physical condition of the roadway, both of which affect the operating speed.

The delay rate is defined as the difference between the time it takes to travel a set distance at the posted speed limit without stopping (free-flowing) and the actual time (observed) it takes to travel that same distance (accounting for traffic control delay and congestion), divided by the distance traveled, expressed in minutes per mile.

A 1996 report by **Metroplan**, the Council of Governments for Central Arkansas, established a delay rate congestion threshold of 0.41 minutes per mile, based on criteria established in the *Highway Capacity Manual*, vehicle limitations, and driver perceptions. In other words, a facility is considered congested when its delay rate is equal to or greater than 0.41 minutes per mile. This number corresponds to the difference in time it takes to travel one mile at 55 miles per hour versus traveling one mile at 40 miles per hour. From this delay rate, a numeric value for congestion, the "degree of congestion" or DOC, has been defined as follows:

$$DOC = Delay\ Rate - 0.410$$

Thus, a facility at the congestion threshold, that is, with a delay rate of 0.41, has a DOC of 0.000. A facility operating at its maximum free flow speed has a delay rate of 0.00 and a corresponding DOC of –0.410.

In order to provide insight into the magnitude of congestion, eight congestion categories were defined -- five for congested facilities and three for non-congested facilities. The DOC

threshold for each of the eight categories is shown in *Table 2*, along with the points assigned for each category.

Table 2

Speed-Delay Rating Criteria

Category	"Degree of Congestion"	Score
Extreme	Greater than 4.499	10 Points
Severe	Between 1.499 and 4.498	8 Points
Serious	Between 0.499 and 1.498	6 Points
Moderate	Between 0.213 and 0.498	5 Points
Mild	Between 0.001 and 0.212	4 Points
Borderline	Between – 0.168 and 0.000	2 Points
Acceptable	Between – 0.410 and – 0.167	1 Point
None	Less than – 0.411	0 Points

Traffic Volume Rating - (10 Points)

This rating evaluates the project according to the magnitude of traffic-flow improvement that can be expected to result by making the proposed improvement to the facility. The Traffic Volume Rating is calculated by taking the difference between a "build" and a "no-build" condition, which yields the additional traffic resulting from making the improvement. Specifically, year 2020 traffic projections will be generated with and without the improvements in place in order to model the anticipated change. Projects showing the greatest amount of traffic improvement will receive a higher score for this criterion.

Specifically, this criterion is calculated by taking the difference between two year 2020 travel model runs, the "build" condition (Analysis 3) and the "no-build" condition (Analysis 2). The difference between these two analyses is the expected change in traffic volumes resulting from making the proposed improvement to the facility. In general, projects showing the largest amount of traffic improvement will receive a higher score for this criterion. The maximum score available for this criterion will be ten points. The range of possible scores will be determined after the analyses are complete and the data is available to determine minimum and maximum values.

Traffic Volume Growth Rating - (10 Points)

The Traffic Volume Growth Rating is derived from the growth in traffic volumes expected to occur on each candidate segment of roadway between the current condition (year 1995) and the future travel model projection (year 2020). This rating assumes that the project is not in operation in the current year and that it will be operational by the future forecast year. Points will be assigned to each project based on the percentage of growth estimated to occur during this time period.

Specifically, the percent change between traffic volumes in the year 2020 "build" network (Analysis 3) and the 1995 "existing condition" network (Analysis 1) will be calculated. Projects showing the largest amount of change will receive the higher scores. The

maximum score available for this evaluator is ten points. The range of possible scores for this criterion will not be determined until after the model runs are complete and the minimum and maximum values are derived.

Travel Desire Rating - (10 Points)

This rating will score each candidate project based on its inherent attractiveness and desirability assuming there is no congestion at all on the facility. When congestion is factored into the equation, roadways that may be more direct and desirable to travel on are sometimes avoided because of high levels of congestion, even though they are the preferred routes. This evaluation criteria is derived by looking at the difference between a year 2020 capacity-constrained model run (Analysis 3), which takes into account the congestion on the roadway, and an "all-or-nothing" model run (Analysis 4), which assumes that there is no congestion on any roadway. The "all-or-nothing" model run allows vehicle trips to choose the preferred route (based on shortest distance and fastest speeds) regardless of any effects due to congestion. The percent difference between the two model runs shows whether the facility is being used because it is the most direct and preferred path ("all-or-nothing") or whether traffic is being diverted to the facility due to congestion on other routes (capacity-constrained). The maximum score available for this criterion is ten points. The range of possible scores will be determined after the travel model runs are complete and the maximum and minimum values are identified.

Benefit-Cost Ratio Rating - (10 Points)

This rating is calculated based on the ratio of benefits resulting from the proposed improvement to the cost of the improvement. The benefits for each project are determined from the reduction in travel-time delay experienced on the roadway segment with and without the candidate roadway improvement. Local government and Dallas County staffs will estimate the costs for each project.

Benefits used in the B/C ratio are calculated from the delay savings gained from an increase in capacity or speeds on the segment (if, in fact, a gain is induced). The reduction in delay is calculated from the increase in average daily loaded speeds, which are derived from the travel model runs. This analysis compares the modeled speeds before an improvement (Analysis 2) and the speeds after the improvement (Analysis 3). After average daily loaded speeds and 24-hour projected traffic volumes are determined for both Analysis 2 and Analysis 3, a benefit-cost ratio is calculated based on the following equation:

$$\frac{TAB}{TAC} = \left[\frac{\left[\left(\frac{VOL^{A} * VOLFAC * LENGTH}{SPEED^{A}} \right) - \left(\frac{VOL^{B} * VOLFAC * LENGTH}{SPEED^{B}} \right) \right] \times DAO \times VOT \times NOD}{(\ TOTAL\ COST\ \times\ CRF\ )} \right]$$

Where:	TAB	=	Total Annualized Benefit ($)
	TAC	=	Total Annualized Cost ($)
	Vol^A	=	24-Hour Volume from Run 2 (no-build scenario)
	Vol^B	=	24-Hour Volume from Run 3 (build scenario)
	VOLFAC	=	0.6, volume factor (peak/off-peak/directional dist.)
	Length	=	Length of Project (miles)
	$Speed^A$	=	Link Speed from Run 2 (no-build scenario)
	$Speed^B$	=	Link Speed from Run 3 (build scenario)
	DAO	=	1.29 persons per vehicle, Daily Auto Occupancy
	VOT	=	$9.70 per hour, Value of Time
	NOD	=	260 per year, Number of Days for annual benefit
	Total Cost	=	Total Project Cost ($)
	CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)

Points are assigned to each project based on the ratio of the total annualized benefits divided by the total annualized cost. *Table 3* provides the scoring ranges with their corresponding benefit-cost ratios.

Table 3

Benefit-Cost Ratio Rating

B/C Ratio	Score
0 – 0.50	0 Points
0.51 – 0.75	1 Points
0.76 – 1.00	2 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

Accident Rate Rating - (10 Points)

Each candidate project will receive an accident rating based on the raw accident rate per million vehicle miles.

Each city will be asked to provide three years worth of actual accident data for each roadway segment submitted for review. Projects with a higher accident rate over this three-year period will receive a higher rating. After all the accident data has been analyzed, a range of scores will be developed between zero and ten points, based on the magnitude of accidents reported.

Air Quality / Energy Conservation Rating - (10 Points)

Each project submittal will be evaluated based on its overall impact toward improving the quality of the region's air. The Dallas-Fort Worth region is currently designated as a nonattainment area by the U.S. Environmental Protection Agency based on past exceedances of the national ambient ozone standard. In order to promote regional air quality goals and objectives, each project will be quantified in terms of air quality reductions. Specifically, the dollars per pound of nitrous oxide (NOx) emission reductions will be calculated and each project will receive a score based on its reduction potential.

Emission reductions will be calculated by estimating emissions before and after the improvement is in place, and taking the difference. Projects contribute positively toward air quality reductions, in general, when speeds approach 50 miles per hour and operating performance is improved. The following formula provides the methodology for calculating emission reductions on a project-by-project basis.

$$\frac{\$}{\text{Lb.}} = \left[\frac{(\text{TOTAL COST} \times \text{CRF}) \times C_1}{\left[(\text{VOL}_B \times \text{EF}_B \times \text{LENGTH}) - (\text{VOL}_A \times \text{EF}_A \times \text{LENGTH})\right] \times 260 \text{ DAYS/YEAR}} \right]$$

Where:

VOL_B	=	24-hour modeled volume before improvement (Analysis 2)
EF_B	=	Emission factor based on speeds from Analysis 2 grams/mile)
Length	=	Project Length (miles)
VOL_A	=	24-hour modeled volume after improvement (Analysis 3)
EF_A	=	Emission factor based on speeds from Analysis 3(grams/mile)
Total Cost	=	Total project cost ($)
CRF	=	0.06646, Capital Recovery Factor (40 yrs @ 6%)
C_1	=	454 grams per pound (conversion factor, grams to pounds)
$/lb.	=	Dollars per pound of NOx emissions reductions

Points will be assigned to each project based on the ratio of the annualized cost to the annualized NOx emissions reductions. *Table 4* provides the scoring ranges for this evaluation criterion.

Table 4

Air Quality / Energy Conservation Rating

$ / 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

Sustainable Development/ Redevelopment/ "Smart Growth" Rating (10 Points)

Each project submittal will be evaluated with respect to encouraging regional sustainable development or "smart growth" patterns (i.e. densification of the urban core counties) or redevelopment of distressed areas. There will not be a sliding scale of points available for this criterion. Each project will either receive the full 10 points or will receive a zero. A project located within a census block classified as "Distressed" or "Under-Utilized" as defined in the Dallas County Tax Abatement Policy will receive the full 10 points; all other projects will receive a zero.

The aforementioned policy defines a "Distressed" area as a census block whose median family income is less than or equal to 150% of the poverty level for a Dallas area family of four or a census block contained within a federally or state-designated enterprise zone.

An "under-utilized" area is a census block that meets three of following five criteria:

1) *Low population growth* (percentage change in population that is less than the County average for 1980-1995)
2) *Low employment growth* (percentage change in employment that is less than the County average for 1990-1995)
3) *Low traffic congestion* (roadways where, in 1995, no more than 30% of lane miles exceeded free-flow traffic levels during peak hours)
4) *Low property values* (median value of owner-occupied structure is no greater than 50% of the County median)
5) *Predominantly low/moderate income population* (at least 51% of population earns less than 80% of the Dallas area median household income)

For census blocks that are at least two-thirds (2/3) undeveloped, only one of the five criteria listed above need to be met to qualify as "under-utilitized."

Intermodal / Multimodal / Social Mobility Rating - (10 Points)

Each project submitted for funding will receive a score based either on its ability to involve more than a single mode of travel or its long-term economic development potential that could benefit the community. There will be a sliding scale of points available for this criterion. There are three separate elements that comprise this scoring criteria. These six elements are:

- Infrastructure Investment Project - A capital project with a likelihood of producing long-term economic benefits as opposed to an operational project which only provides direct benefits for a given short time period. (10 points)

- Social Mobility Project - A social mobility project is one that provides transportation services to individuals or groups who need some form of transportation due to an

inability to utilize existing forms of transportation. This can include services to the elderly and disabled or economically disadvantaged individuals. (7 points)

- Multi-Modal /Inter-modal Projects - Projects that facilitate non-SOV (single occupant vehicle) modes or provide for the interaction of two or more transportation modes in a given area.
  Transit (bus/rail) - (10 points)
  School Bus - (7 points)
  Bicycle Paths - (5 points)
  Pedestrian Paths - (3 points)

  Projects that incorporate any combination of the above 4 modes of transportation will receive the full 10 points.

Special Case Rating Methodology

Special Case #1 - If all or part of a roadway consisted of a new roadway, then it was not possible to calculate a Speed Delay Rating, a Benefit-Cost Ratio Rating, or an Air Quality Rating. In these cases, the Speed Delay Rating, the Benefit-Cost Ratio Rating, and the Air Quality Rating are all given zero points, and the maximum points for the Traffic Volume Rating are increased to 30. This is accomplished by multiplying the Traffic Volume Rating by three.

Special Case #2 - In certain situations, the Benefit-Cost Ratio may be misleading because the traffic induced by the capacity improvement was so great that the resulting congestion was higher than without the improvement. This signifies that the project is highly warranted. Projects falling under the Special Case #2 category will receive zero points for the Benefit-Cost Ratio Rating, and the maximum allowable points for the Traffic Volume Rating will be increased to 20. This is accomplished by multiplying the points assigned to the Traffic Volume Rating by two.

Special Case #3 - The criteria which use percent change as a basis for scoring, Traffic Volume Growth Rating and Travel Desire Rating, could be misleading if the absolute value of the traffic volumes is less than 5,000 in the year 2020. To avoid overrating these projects, the maximum points available for the Traffic Volume Growth Rating Criteria and the Travel Desire Rating will be reduced to five for each rating element. This is accomplished by dividing the score for these two criteria by two.

LOCAL COST PARTICIPATION MULTIPLIER

In order to aide in the successful implementation of the Dallas County CMIP, it is imperative to accept only those projects for funding that have a strong commitment from all the stakeholders. One strong indicator of this commitment is the value of resources being contributed. In order to reward those projects with strong commitments, a multiplier based on the value of the local commitment (as a percentage of the total project value) will be applied to the aggregate scores. This multiplier will be equal to 1 plus the percent of local match, expressed as a decimal. Thus, if a City commits to a match of 50 percent of a project's value, that project's aggregate score will be multiplied by 1.50 in determining the final score. For a match of 20%, the multiplier is 1.20.

As the financial resources of all possible stakeholders are not equal, said multiplier may be considered to be inherently biased against those possible stakeholders with limited resources. Therefore, in order to mitigate this perception of inherent bias, bonus points will be assigned to those cities where 60% of the land area falls in census blocks defined as "Distressed" or 51% Low/Moderate Income. This bonus consists of adding 0.3 to the multiplier for any project submitted by a city qualifying for the bonus. For example, a the multiplier for a project submitted by a qualifying city contributing 20% of the total cost of the project will be 1.50 (1.20 plus 0.30), the same multiplier applied to a project for a non-qualifying city contributing 50%.

Example 1.
Projects for Cities A, B, C, and D all finish with aggregate scores of 80. Cities A, B, C, and D agree to contribute 50%, 20%, 0%, and 20%, respectively, of the cost of the project. City D qualifies for the 60% local match multiplier bonus.

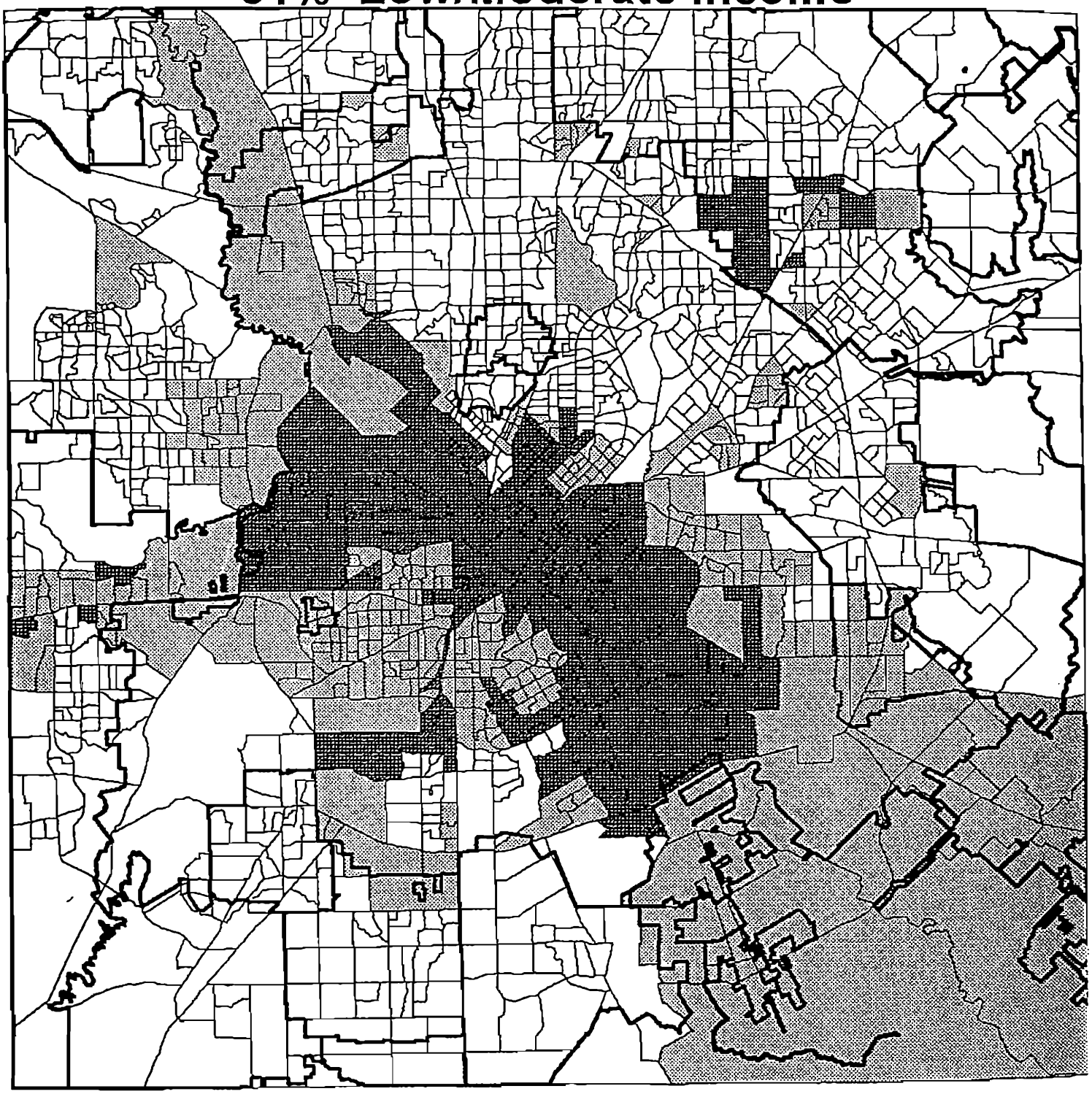
The multiplier for the four projects are as follows:
City A – 1.50
City B – 1.20
City C – 1.00
City D – 1.50

The final point totals for the four projects, computed by multiplying the aggregate total by the multiplier, are as follows:

City A – 120.0
City B – 96.0
City C – 80.0
City D – 120.0

Example 2.
City Q is a qualifying city and contributes 20% of the project cost. Q's project finishes with an aggregate score of 70 and a total score 105.0. City R's project finishes with an aggregate score of 100, but since R is not willing to commit local resources (and is non-qualifying), the project finishes with a total score of 100.0, below Q's. So does City S's project with a total score of 102.0, which finished with a higher aggregate score of 85 but was supported with a 20% local commitment (S is a non-qualifying city) resulting in a multiplier of 1.20 compared to Q's 1.50.

Location of Distressed Areas and Census Block Groups that are at Least 51% Low/Moderate Income



1990 BLOCK GROUPS

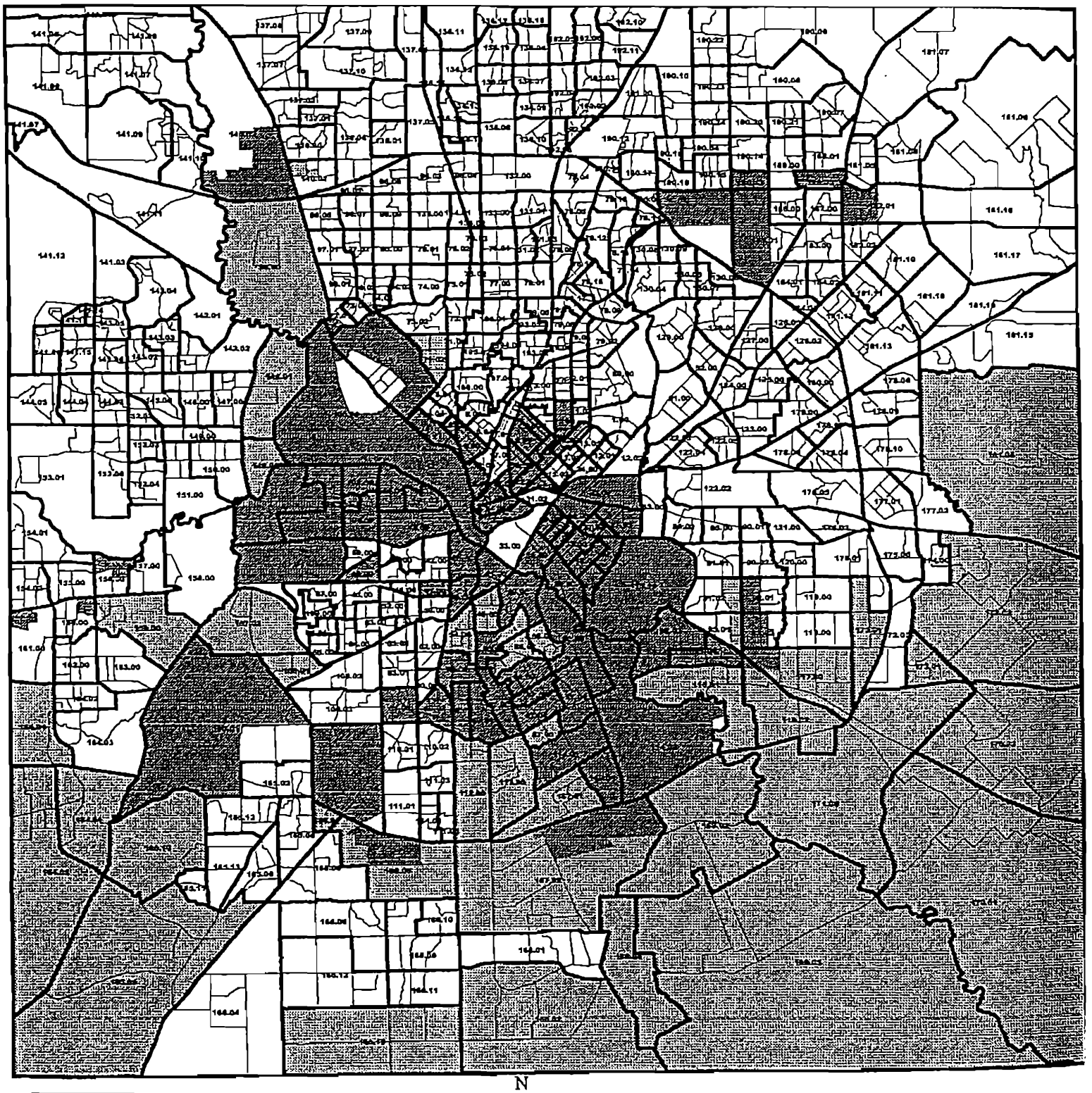
DISTRESSED AREAS

PREDOMINATELY LOW/MODERATE INCOME BLOCK GROUPS

8 0 8 Miles

N W E S

Location of Distressed Areas and Under-Utilized Areas Under Dallas County Tax Abatement Policy.



1990 CENSUS TRACTS

DISTRESSED AREAS

UNDER-UTILIZED AREAS

N
W E
S

SCALE: 1" = 4 MILES

STATE OF TEXAS §

COUNTY OF DALLAS §

MASTER AGREEMENT GOVERNING

TRANSPORTATION
MAJOR CAPITAL IMPROVEMENT PROJECTS

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

WITNESSETH

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

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

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

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

AGREEMENT

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

a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.

b) **CITY** shall mean the City of _____, County of Dallas, State of Texas.

c) **COUNTY** shall mean the County of Dallas, State of Texas.

d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include

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

e) **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.

f) **INDIRECT COSTS** shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.

g) **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791 .

h) **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.

i) **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.

j) **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.

k) **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

l) **PREDESIGN CHARRETTE** shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.

m) **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.

n) **PROJECT TEAM** shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.

o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.

p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

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

q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

(r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.

~~(s)~~(s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.

~~(t)~~(t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.

~~(u)~~ (u) **TxDOT** shall mean the Texas Department of Transportation.

(v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.

(w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.

(x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all **UTILITIES** located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.

(y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES, excluding CITY UTILITIES,** whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.

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

Article II. PERIOD OF THE AGREEMENT

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

Article III. AMENDMENTS

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

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

1. TERMINATION

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

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

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

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

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

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

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

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

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

E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.

F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption

G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

2. **FORCE MAJEURE:**

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

Article V. INDEMNIFICATION

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

available to either COUNTY or CITY under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

Article VI. NOTIFICATION

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

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

Dallas County Public Works

Donald R. Holzwarth, P.E., Director

411 Elm Street, Suite 400

Dallas, Texas 75202-3389

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

_____

City, Texas

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

Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:

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

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

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

CITY shall bear the entire cost of:

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

2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;

3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES.

4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;

5. CITY Indirect Costs.

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

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

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

D. ~~D.~~ To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT**.

E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.

F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in

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

G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.

H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.

I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.

J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.

L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.

M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.

N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.

O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN** .

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

Article VIII. UTILITY IMPACTS.

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

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

Article IX. COUNTY AGREES AS FOLLOWS:

A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of

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

~~A.~~C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE , preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.

E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.

F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.

G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.

I. To require all contractors to secure all necessary permits required by CITY on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.

K. In and for Ten Dollars ($10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.

L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

Article X. PREDESIGN CHARRETTE

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

B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette .

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

Article XI. FUNDING

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

B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and ~~all~~the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding ~~for the project~~ has been ~~certified in writing to have been~~ placed

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

C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.

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

Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.

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

Article XII. RIGHT OF ENTRY

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

Article XIV. LIST OF PROJECTS

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

Article XV. MISCELLANEOUS GENERAL PROVISIONS

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

B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

E. **Federal or State of Texas Funding**. In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

F. Headings. The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this AGREEMENT and shall not be deemed to affect the interpretation or construction of such provision.

G. Number and Gender. Words of any gender used in this AGREEMENT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

H. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The City of _____, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes_____Dated the ____day of _____, 200_ .

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

CITY OF _____

BY_____
TITLE

ATTEST_____
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY_____
LEE JACKSON, COUNTY JUDGE

APPROVED AS TO FORM:

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

DALLAS COUNTY
PUBLIC WORKS

CAPITAL IMPROVEMENT PROGRAM

5 PHASE
PROJECT DELIVERY SYSTEM

October 13, 2000

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP TWO, PRELIMINARY DESIGN

- Decision on use of Subsurface Utility Engineering (SUE) will be made after the Charrette, before initiating design. SUE determination should take funding sources into account. Hopefully our partners, including utilities, will be willing to participate. This information will be critical for designers to use as they launch the design.

- County, city, or joint team of in-house designers or selected A/E firm begins initial design. Objective is to resolve all alignment issues, in close partnership with all stakeholders. Preliminary surveying requires estimating centerline and ascertaining existing ROW. County PM and Inspectors will assure an effective Constructibility Review is completed. In most projects a consultant will be brought in as early as possible in Phase I with the possibility for an amendment to the contract after concept design is complete. City partners will be involved in the selection process. The decision to amend the contract for completion of the Primary Design will be made after an interim evaluation is completed using the County's consultant evaluation system.

- Phase 1 ends with approved preliminary alignment and profile and preliminary sizing of bridges and drainage structures along with SUE determination. Preliminary environmental or permitting investigations will have begun. Basically the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on the STP/MM projects.

PHASE 2 -- PRIMARY DESIGN

- Negotiation of amendment to contract with consultant for Primary Design is the initial task, with Scope of Work now well defined by all Phase 1 effort and includes geo tech, utility analysis or SUE early in the process. Part of negotiations includes definitive delivery dates for various phases and reviews.

- Consultant works closely with all stakeholders -- under the guidance and direction of the County PM, in a partnering mode. Any available internet-based Project Management tools, including extranets, will be used to optimal effect during the life of the project.

- Constructibility reviews will be incorporated at key points during design.

- Environmental analyses and neighborhood public workshops are to be included during this phase.

- Traffic and Utilities data will be considered in design, with data from partner city, County, NCTCOG, or consultant. Agreed upon level of S.U.E. will be key input into design details.
- Any required environmental impact analysis will be included in this phase. Common sense will be used to address significant issues without wasting time on clearly unimportant areas. The goal is to execute environmentally sustainable development that improves the overall quality of life of our joint customers, the transportation users and citizens of Dallas County and the partner city.

- Early involvement on ROW issues will be important, and early provision of ROW documents will be a critical milestone of the design contract.

- PM completes interim evaluation of consultant

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

- Begins with the delivery of the R-O-W documents to the County by the consultant. Standards and scheduling will be clearly spelled out in writing within Consultant's contract. County or City ROW functional manager works to assure efficient execution of ROW planning and execution services, as part of the Project Matrix Team. This includes management of ROW Services IDIQ contract, if this delivery tool is used.

- County or City Project Manager monitors and tracks progress. Resolves issues as they develop, keeping all stakeholders in the net, using e-tools and networking. Any available internet-based Project Management tools, including extranets, will be used to optimal effect during the life of the project.

- ROW acquisition begins, using in-house or ROW consultant on IDQ contract. PM works closely with ROW functional people to assure all acquisition activities stay on track, issues are brought to conclusion, logical design changes are made, etc. PM uses Matrix Team and assures appropriate leadership required to assure project delivery dates are met.

- County decides, in consultation with other stakeholders, the packaging of the construction contract (early enough to preclude re-work by consultant).

- Consultant to make minor changes resulting from property owner requests.

- Design consultant completes work on provided schedule, however, in rare instances may be asked for expert testimony at Eminent Domain hearings.

- County and Partners evaluate Consultant using standard evaluation system. Consultant is given opportunity to evaluate Countys project management process, also.

PHASE 4 - ROW & Utility Adjustment

- ROW acquisition is carried to completion.
- We will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates.
- County or City Project Manager tracks and resolves issues and work and schedules, using Matrix Team.
- All work is done to prepare project for letting (Ready to Advertise).
- City works as part of Matrix Team to expedite utility relocations.
- Consultant may be kept on call for unique projects or if required to complete requested Engineering During Construction (EDC) services, such as shop drawing submittal review.

PHASE 5 -- CONSTRUCTION

- Project is advertised and bids opened.

- Final Supplemental City County Agreement is completed with each Partner giving approval of final funding on a timely basis.

- Construction contract is awarded and notice to proceed is given.

- Partnering & pre-construction meeting scheduled, planned, and executed with key stakeholders in attendance.

- Construction proceeds on schedule with Construction Management services provided by County or city partner. Partnering principles and spirit of Partnering (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase.

- As-builts are provided for ultimate owner from marked-up construction plans.

- Project is formally turned over to the City for maintenance.

- Evaluations are completed in final form on consultant, using interim evaluation results.

- **Close out project report including lessons learned. These will be captured by using an After Action Review (AAR) session with the entire Project Matrix Team.**

- Conduct one year follow up inspection in conjunction with all applicable stakeholders

DALLAS COUNTY
PUBLIC WORKS

DALLAS COUNTY 2001 MCIP TIMELINE

MILESTONE	*TARGET DATE*
Kickoff Meeting	**January 31, 2001**
Application Submittal Deadline	**April 27, 2001 (4pm)**
Preliminary Evaluation Completed	**June 29, 2001**
Cities' Review /Commentary Deadline	**July 29, 2001**
Final Evaluation and Ranking	**August 17, 2001**
Final Selection and Court Approval	**October 30, 2001**

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 65

DALLAS COUNTY
PUBLIC WORKS

31 January 2001

MAJOR CAPITAL IMPROVEMENT PROGRAM
PROGRAM YEAR 2006/2007

PRELIMINARY ESTIMATES

BASIC ASSUMPTIONS:

- Gently rolling terrain
- 8 inch thick TxDOT CPCD concrete pavement w/ monolithic curbs over 6 inch thick lime or cement treated subgrade at 7%. Actual pavement structure thicknesses will usually be based on soil tests and AASHTO design procedure using the legal load limit (80,000 lb.)
- Minimal lowering of the profile finished grade – only low enough to receive water entering the project.
- Minimal fill
- An enclosed concrete storm sewer system
- An average of 9.2 median openings/street intersections per mile
- An average of 3.7 cross drainage structures per mile
- No bridges are included in the costs below. All new bridges and approaches should be 2 feet above the 100 year flood elevation
- No design or preliminary costs are included in the costs below

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7

PRELIMINARY ESTIMATED COSTS

- New 4 lane divided concrete C&G roadway w/ storm sewer
  $650. plf

- New 6 lane divided concrete C&G roadway w/ storm sewer
  $750. plf

- New 2 lane concrete C&G roadway w/ storm sewer
  $325. plf

- New 5 lane (continuous left turn lane) concrete roadway w/ storm sewer
  $700.plf

- Widen from 4 lane divided concrete to 6 lane divided concrete C&G roadway w/ storm sewer. Widen on inside – no additional storm sewer
  $125. plf

- Widen from 4 lane undivided concrete to 6 lane divided concrete C&G roadway w/ storm sewer

  $ 1,220. plf

- Remove existing 2 lane asphaltic pavement. Build new 4 lane divided concrete C&G roadway w/ storm sewer
  $675.plf

- Remove existing 2 lane asphaltic pavement. Build new 6 lane divided concrete roadway w/ storm sewer
  $775. plf

- Any new bridges can be estimated at $61. per square foot provided that the structure can be built as a TxDOT standard CGC ("pan form") structure w/ max 30 foot spans. Other designs must be individually estimated

prelimest2.wd1

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 _____

BY_____
TITLE

ATTEST_____
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY_____
LEE JACKSON, COUNTY JUDGE

APPROVED AS TO FORM:

W. Bowen Neoma for
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*** ~ needs to be approved by council in January, 201
- ***Implementation and Proposed Schedule of MCIP***
- ***Summary - Initial Identification of Lead Agency and Project Team***

Public Works MCIP

Status of the M[redacted]P

- ***Call for Projects- PY 04 and PY 05 - [redacted]ing 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 ILA

- ***Lead Agency***
- ***Predesign Charette Meeting*** — memo of agreement THIS is design secy team members
- ***MEMORANDUM OF AGREEMENT (MOA) / PROJECT SPECIFIC AGREEMENT*** — 3rd memo is AL ICA memo.
- ***Project Manager***

Document PRE-DESIGN of ~~project~~ CHARETTE

Public Works - MCIP

Implementation and [redacted]edule

- Execution of the MCIP ILA by Cit[redacted] 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

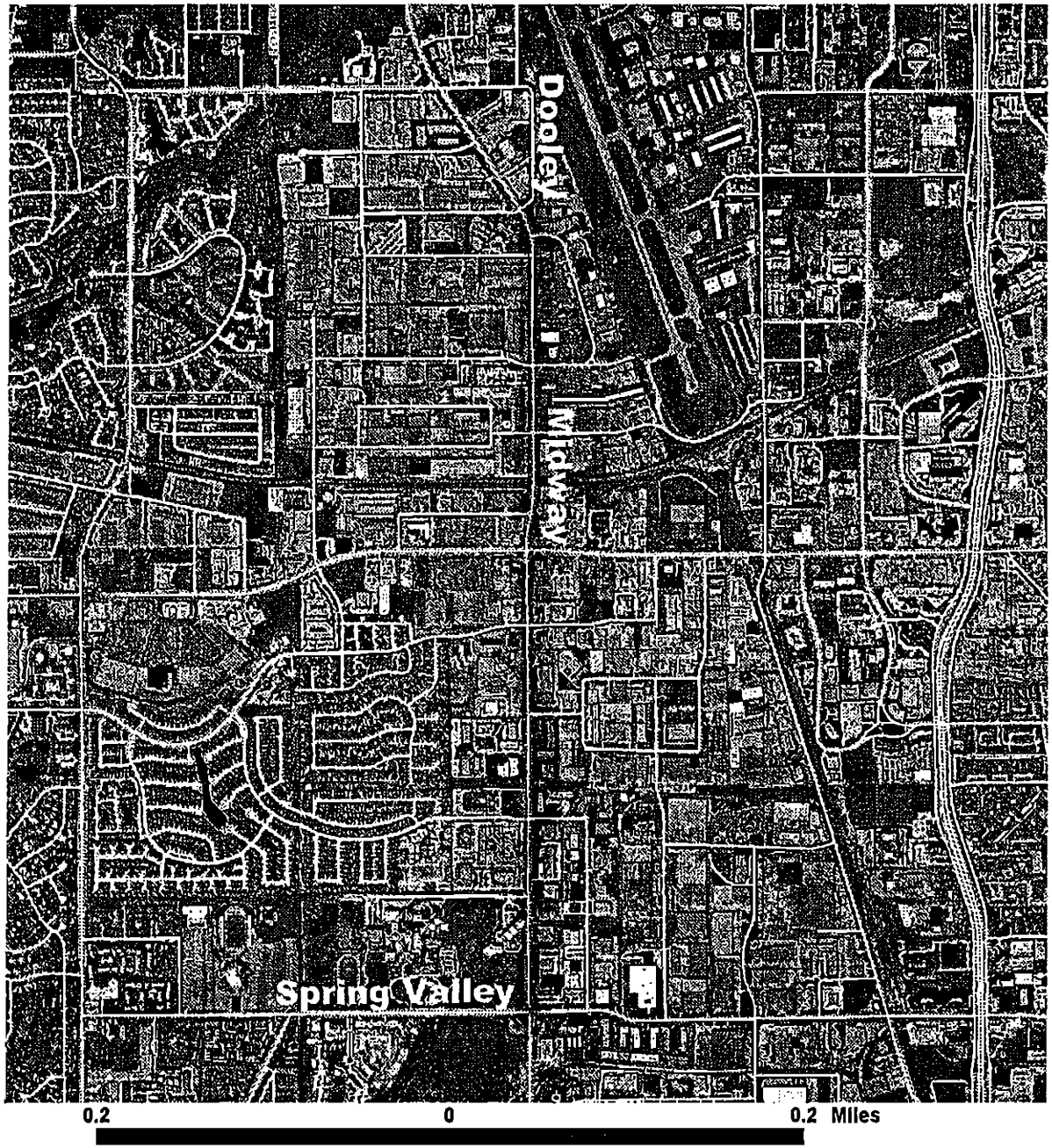
Public Works - MCIP SUMMARY

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

Midway Road
City of Addison

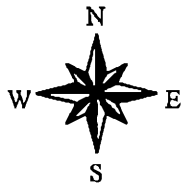
SAM WILSON - D.C. REP.
w/ TOWN

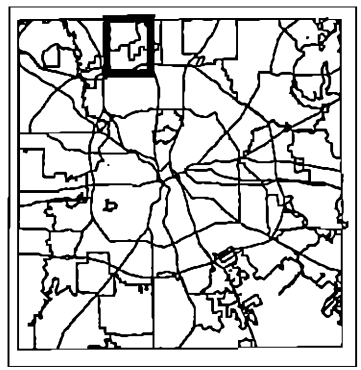
Project #44



Dallas County

Major Capital Improvement Plan

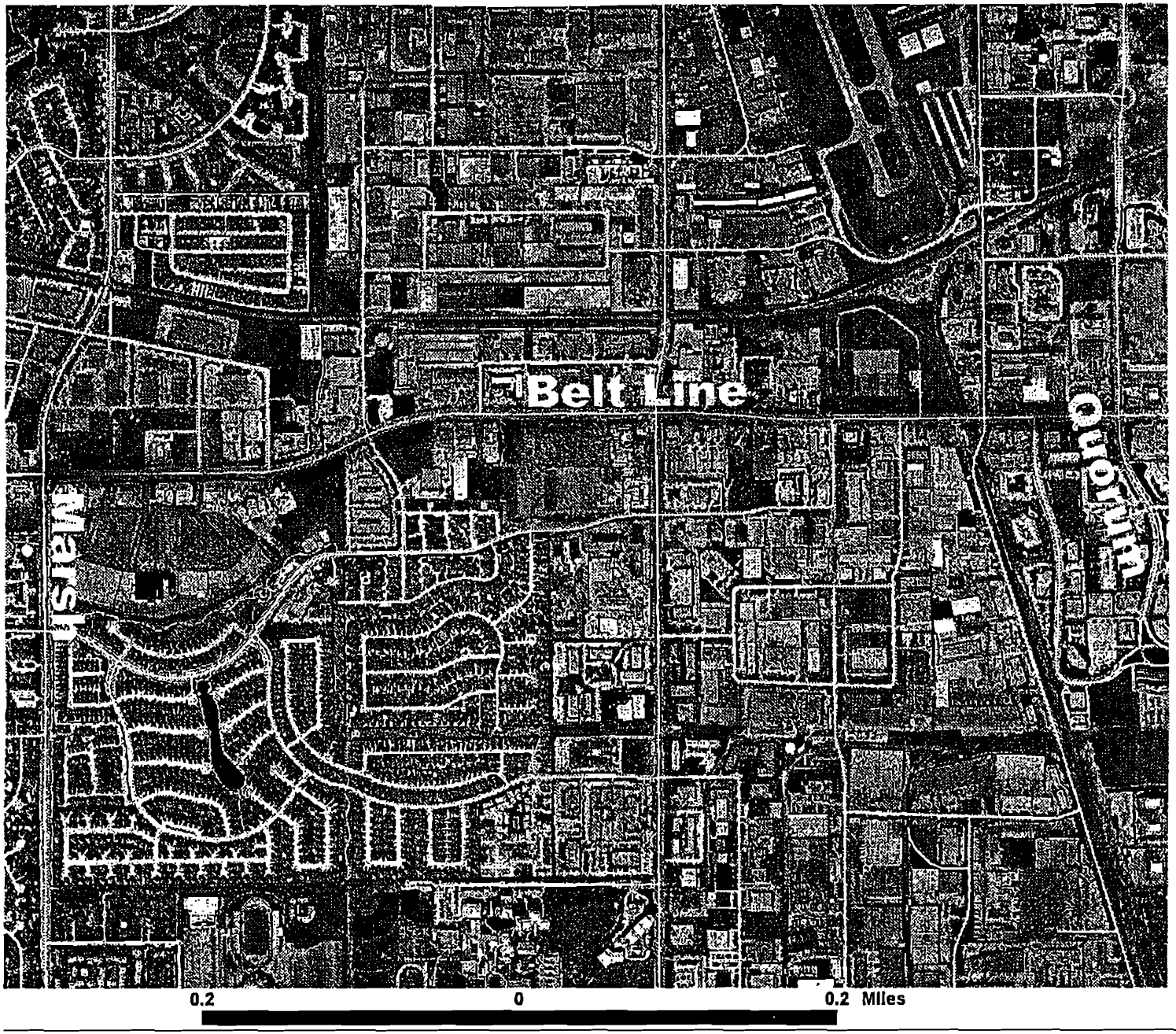




Map By:
Kevin S. Burns
Chief Cartographer
Dallas County Public Works

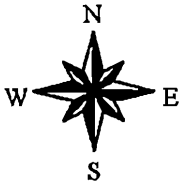
Belt Line Road
City of Addison

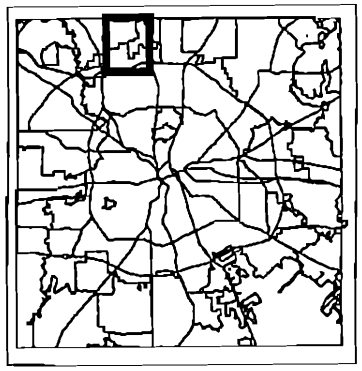
Project #45



Dallas County

Major Capital Improvement Plan



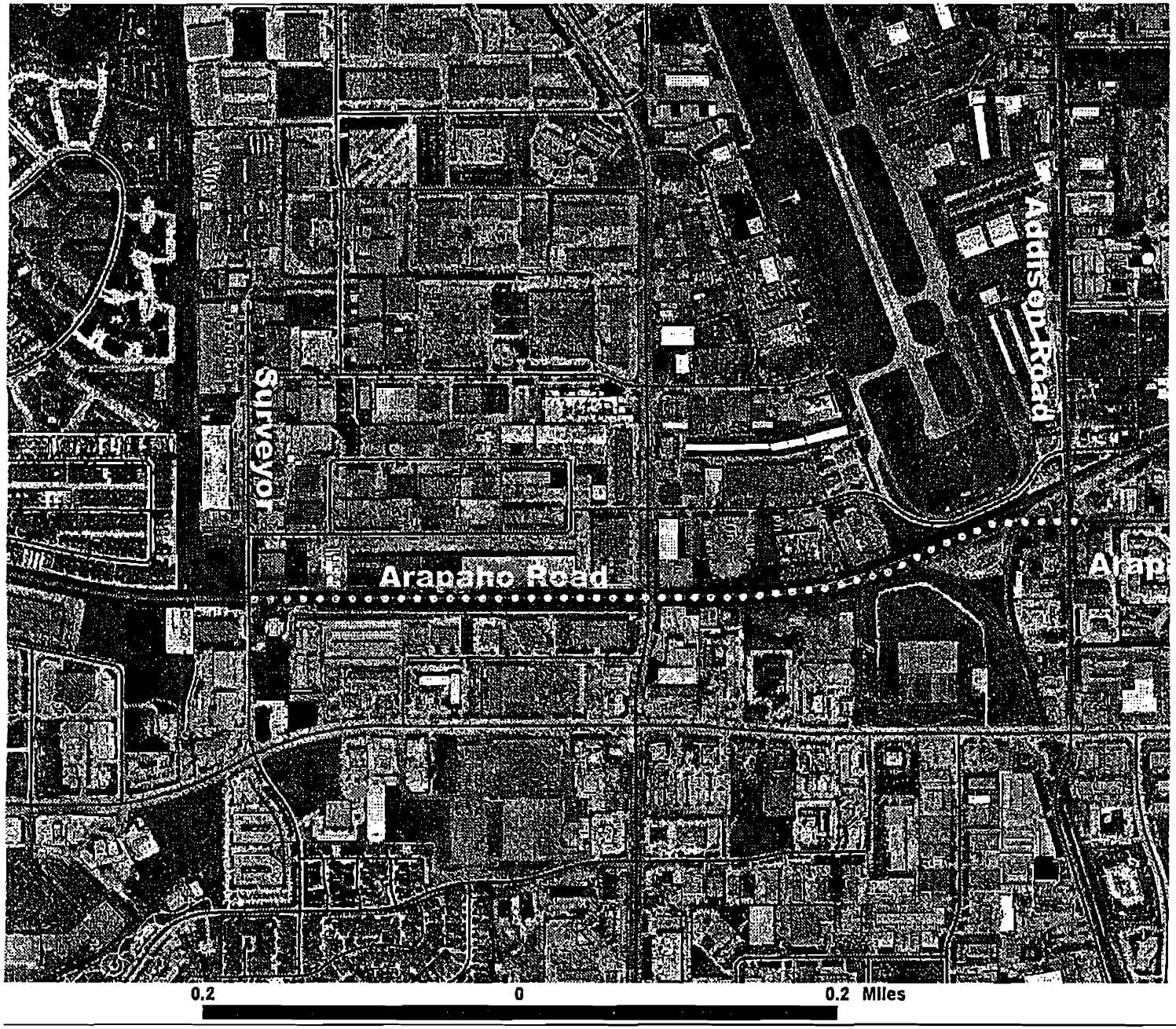


Map By:
Kevin S. Burns
Chief Cartographer
Dallas County Public Works

Arapaho Road
City of Addison

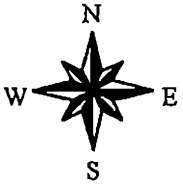
JACK HEDGE D.C. REP ON TEAM

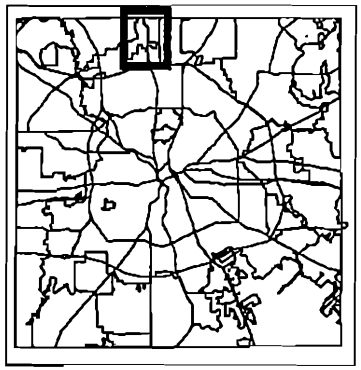
Project #46



Dallas County

Major Capital Improvement Plan

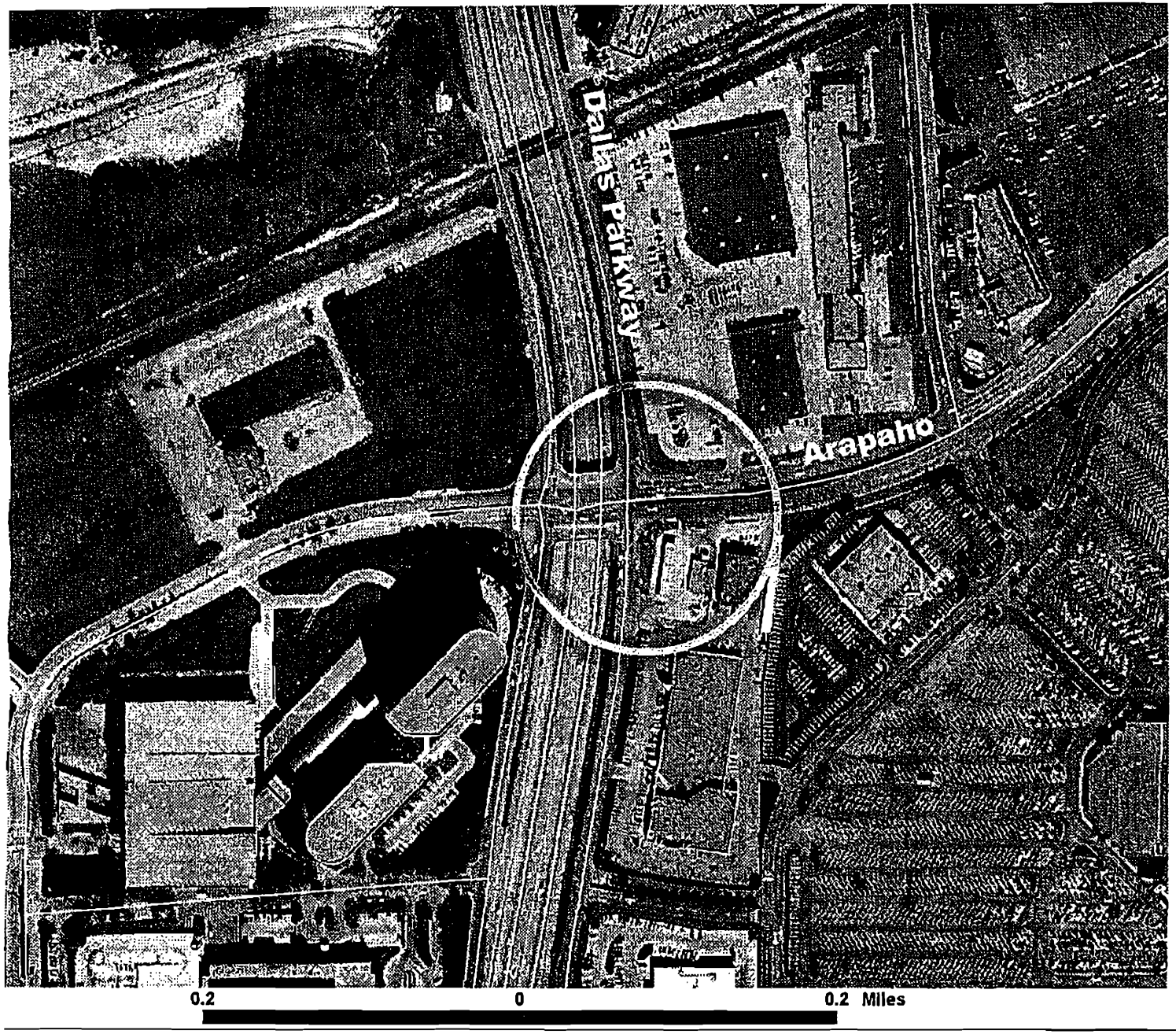




Map By:
Kevin S. Burns
Chief Cartographer
Dallas County Public Works

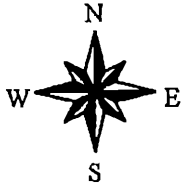
Dallas Parkway
City of Addison

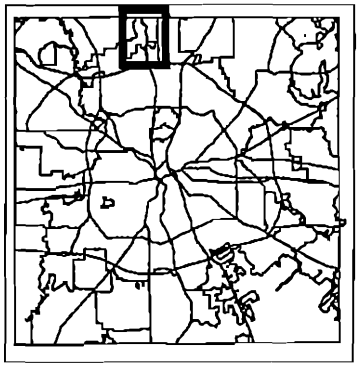
Project #47



Dallas County

Major Capital Improvement Plan

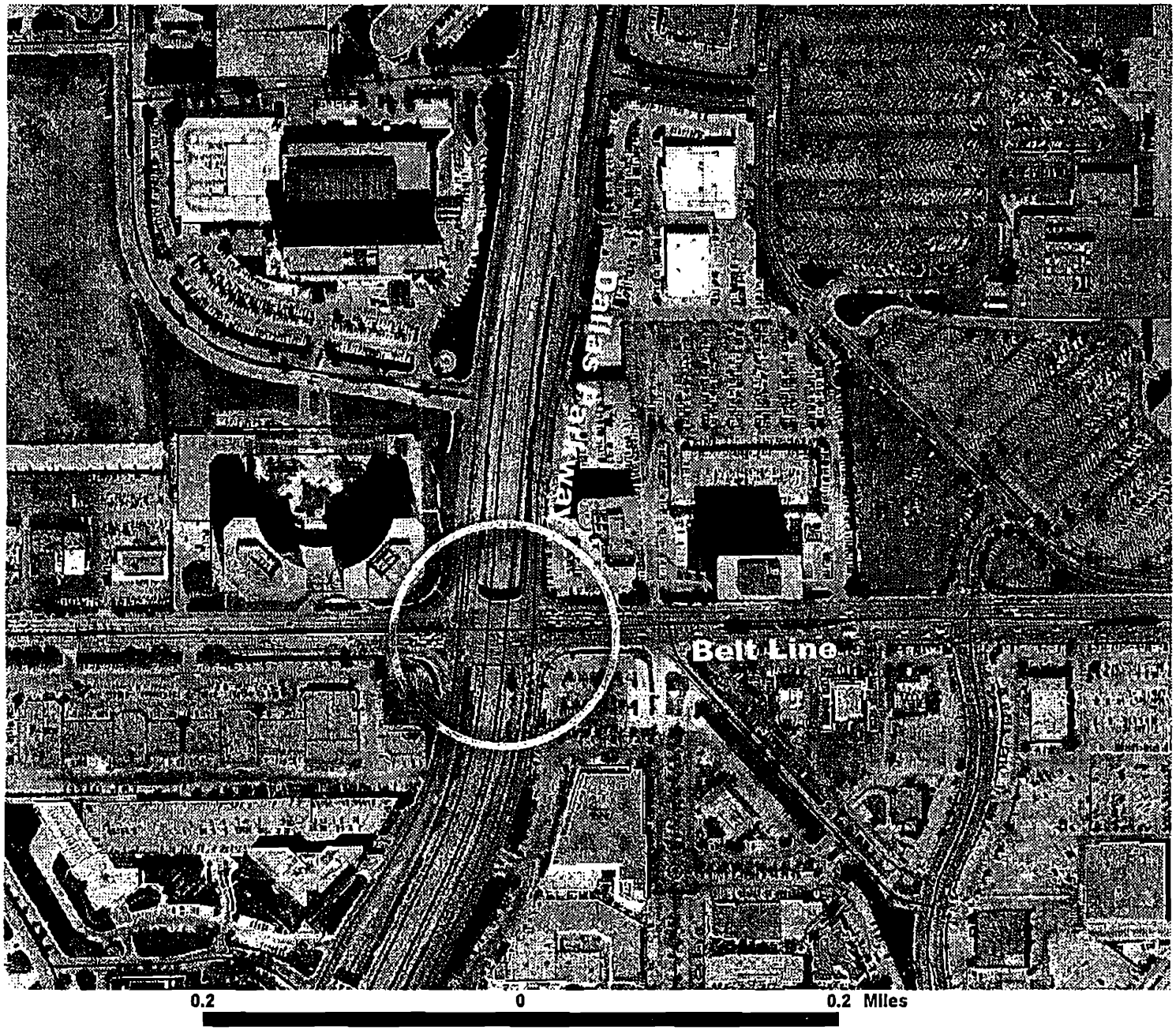




Map By:
Kevin S. Burns
Chief Cartographer
Dallas County Public Works

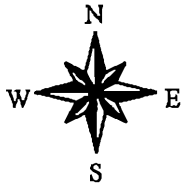
Belt Line Road
City of Addison

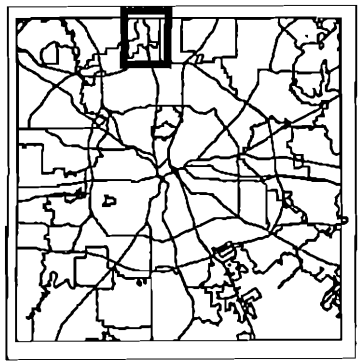
Project #48



Dallas County

Major Capital Improvement Plan





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

construction program and PM processes for CIP projects. (Don Holzwarth, AD's & Jack Hedge)

Objective 4.4: Achieve and sustain a "trusted agent" relationship with TxDOT (Irv Griffin)

Objective 4.4.1 Develop a lessons-learned database for sharing knowledge. (Craig Goodroad)

Objective 4.5: Establish procedures and respond to GASB 34 requirements. (Edith Ngwa)

Objective 4.6: Develop Dallas County Thoroughfare Plan. (Edith Ngwa)

Objective 4.7: Transition CMAQ Contractor support to department personnel. (Sam Wilson)

Objective 4.8: Develop process to accurately estimate the cost of CIP projects. (Jack Hedge & Edith Ngwa)

Objective 4.8.1: Refine cost-engineering to assure competitive unit prices. (Kasem Elkhalid)

Objective 4.9: Develop a process to track newly proposed legislation, etc. (Edith Ngwa)

Objective 4.10: Create single source reporting document for all financial processes. (Shirley Rapp)

Objective 4.11: Develop a Public Works Informational Brochure. (Isela Rodriguez)

GOAL #5 INVEST IN PEOPLE:

Objective 5.1: Establish a professional development system. (Director, AD's, Toni Bacchus & Irv Griffin)

Objective 5.1.1: Develop and implement efforts to use TxDOT's training. (Irv Griffin)

Objective 5.2: Improved Public Works facilities and furnishings to increase personal productivity. AAR

Objective 5.3: Assure all PW Team Members have Performance Objectives in place. (All Supervisors)

Objective 5.4: Developed Safety Manual for County personnel. AAR

Objective 5.5: Develop and implement improved Construction Document Procedures. (Irv Griffin)

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PUBLIC WORKS DEPARTMENT
STRATEGIC PLAN
1999 to 2005

Mission Statement:

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

Vision Statement:

Dallas County Public Works Department.....

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

DALLAS COUNTY PUBLIC WORKS

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

DIRECTOR'S INTENT:

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

STRATEGIC GOALS

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

GOAL #1 REVOLUTIONIZE EFFECTIVENESS:
Dramatically improve our project delivery capability. Use the 3 R's of Restructuring, Reengineering, and Reinvention to assure we are optimally organized, have the most efficient processes and have the right core competencies to meet future needs.

GOAL #2 LEVERAGE TECHNOLOGY:
Use the new information management, design and project management tools to help revolutionize our productivity.

GOAL #3 REVITALIZE PARTNERSHIPS:
Improve the effectiveness of our external partnerships and internal County teamwork.

GOAL #4 PREPARE FOR THE FUTURE:
Prepare for the next capital investment program through extensive coordination and assuring we learn from insights gained in executing the 1991 Bond Program.

GOAL #5 INVEST IN PEOPLE:
Show extraordinary care for our people, assuring that we recruit, develop and retain the best possible team members for Public Works.

STRATEGIC OBJECTIVES

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

GOAL #1 REVOLUTIONIZE EFFECTIVENESS:

Objective 1.1: Achieved effective and efficient financial program management . AAR

Objective 1.2: Achieve FY 02 & FY 03 targets for encumbering funds in each of the 3 Program areas.

Objective 1.2.1: Achieve FY 02 & FY 03 design completion and construction award targets. (Alberta Blair-Robinson)

Objective 1.2.2: Achieve FY 02 & FY 03 targets for encumbering funds in property acquisition activities. (Selas Camarillo)

Objective 1.2.3: Achieve FY 02 & FY 03 Targets for encumbering planning, transportation and CMAQ funds. (Don Cranford)

Objective 1.3: Reengineered our utility coordination process. AAR

Objective 1.3.1: Increase capability through Indefinite Delivery Quality Contract (IDQ) for Subsurface Utility Engineering (SUE). AAR

Objective 1.3.2: Increased capability through Strategic Utility Partnering. AAR

Objective 1.3.3: Utility relocation Standard Operating Procedure (SOP). (David McSwain)

Objective 1.4: Instituted evaluation systems for design consultants and construction contractors . AAR

Objective 1.5: Revised and improved contracts with consultants and cities. AAR

Objective 1.5.1: Revised ILA contract documents with cities/other agencies for the Capital Improvement Program (CIP). AAR

Objective 1.5.2: Developed systems to bring consultants on-board for CIP. AAR

Objective 1.6: Assigned designers to work as construction project engineers. AAR

Objective 1.7: Increase capability to do lab, survey, design, and SUE services through IDQ Contracts. (Jack Hedge & Alberta Blair-Robinson)

Objective 1.7.1: Increase capability to do Minor Engineering with IDQ Contracts. (Jack Hedge)

Objective 1.8: Fill vacant designer positions. (Jack Hedge, Alberta Blair-Robinson & Don Holzwarth)

Objective 1.9: Increased ROW acquisition capability for Bond Program and CIP projects. AAR

Objective 1.10: Revised the Dallas County overall ROW policy. AAR

Objective 1.11: Developed a structured and documented constructibility review process. AAR

Objective 1.12: Developed new change order policy and procedures. AAR

Objective 1.13: Established a Pavement Quality Team to evaluate County procedures. AAR

Objective 1.14: Dramatically Improved Public Works Financial Management Processes. AAR

Objective 1.14.1: Establish a division for financial & engineering management. (Noah New)

Objective 1.14.2: Develop written Financial Procedures for department. (Matrix Team)

Objective 1.14.3 Establish procedures for program/ engineering management. (Matrix Team)

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

Objective 1.16: Continue to train/develop matrix team process to incorporate the 5-Phase CIP. AAR

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

Objective 1.17.1: Document & standardize elements of the design process. (Toni Bacchus)

Objective 1.17.2: Develop, document & standardize checklist plan sets. (Dale Davidson)

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

Objective 1.19: Developed a Manufactured Home Rental Community Policy. AAR

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

Objective 1.21: Established Construction Utility Coordinator. AAR

Objective 1.22; Approved for a Department-wide restructuring initiative for the new CIP. AAR

Objective 1.23; Review permitting requirements for permits issued by DCPW. (David McSwain)

Objective 1.24; Review permitting requirements for permits obtained by DCPW. (Jim Smith)

Objective 1.25: Revise the Consultants Guidelines for preparing ROW documents. (Irv Griffin)

Objective 1.26: Plan for implementation of SWPPP II Requirements. (David McSwain)

Objective 1.27: Develop a business plan and incorporate business practices. (Noah New)

GOAL #2 LEVERAGE TECHNOLOGY:

Objective 2.1: Upgraded Public Works computer resources and tools. AAR

Objective 2.2: Obtained Cell phones for appropriate people in Public Works. AAR

Objective 2.3: Revised and Implemented New Project Management Tools. AAR

Objective 2.4: Improve our project delivery capability through the use of web-based or other computer linked solutions for project management. (Irv Griffin)

Objective 2.5: Provided computers and training for inspectors. AAR

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

Objective 2.7: Obtain property tax maps and related data using GIS technology. (Craig Marek)

Objective 2.8: Improve service to our public customers & partners through a PW home page (Edith Ngwa)

Objective 2.9: Insure all designers, technicians and drafters are trained in Microstation J. (Jack Hedge & Toni Bacchus)

Objective 2.10: Implementation of Public Works Domain. (Toni Bacchus & Team)

GOAL #3 REVITALIZE PARTNERSHIPS:

Objective 3.1: General partnering workshops with private sector and PW organizations FY 00. AAR

Objective 3.2: Contract partnering for construction projects initiated in FY 99 and FY 00. AAR

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

Objective 3.4: Improved the Property Division information distribution process. AAR

Objective 3.5: Worked to help streamline the multi-jurisdictional review process. AAR

Objective 3.6: Share lessons learned in CIP process with City partners. (Alberta Blair-Robinson)

GOAL #4 PREPARE FOR THE FUTURE:

Objective 4.1: Partnered on the 1999 TEA-21 Call for Projects by NCTCOG for CIP. AAR

Objective 4.2: Develop recommended transportation elements for the Dallas County CIP. (Don Cranford)

Objective 4.3: Reengineer our design, ROW, and

(Continued on reverse page)