

PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

Addison 50!

50 YEARS OF FUN!
(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

August 12, 2003

Mr. Randall S. Wallhood, P.E.
Project Manager
City of Farmers Branch
P.O. Box 819010
Farmers Branch, Texas 75381-9010

Re: Brookhaven Club Drive Reconstruction

Dear Mr. Wallhood:

The Town of Addison is in receipt of your invoice for the recently completed reconstruction of Brookhaven Club Drive. In accordance with our agreement, reimbursement to the City of Farmers Branch for all new construction within the corporate limits of the Town of Addison may not exceed \$59,053.50. Accordingly, the Town is prepared to remit this amount to you upon successful installation of the street light in the median on the west side of Marsh Lane.

We have greatly appreciated your cooperation and effort in this matter. Should you have any questions, please contact Mr. Steve Chutchian, P.E., Assistant City Engineer, at 972-450-2886.

Sincerely,

Michael Murphy, P.E.
Director of Public Works



August 6, 2003

Steve Chutchian
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

PROJECT: BROOKHAVEN CLUB DRIVE RECONSTRUCTION

Dear Mr. Chutchian:

Enclosed is the most recent estimate indicating what the City of Farmers Branch has paid Sutton & Associates to date. All the improvements included in this contract on the Addison side have been completed for a total of \$61,061.07. We are working separately with Oncor to have the street light reinstalled in the median on the west side of Marsh Lane on Brookhaven Club Drive. Please send the check payable to the City of Farmers Branch to my attention. Thanks for participating and the spirit of cooperation we have enjoyed on this project

Sincerely,

Randall S. Walkood, P.E.
Project Manager

Cc: Jerome V. Murawski, Jr., City Engineer
file

PAY ESTIMATE NO. 14

Contract amount:

\$1,920,452.50

CONTRACTOR:

Sutton & Associates, Inc.
P.O. Box 677
Keller, TX 76244

PROJECT: Brookhaven Club Drive Reconstruction

PROJECT #s: 04-9714 2000-01 St. Reconst
PURCHASE ORDER NO.: 022307

NOTICE TO PROCEED:
CONTRACT DAYS:
DAYS USED:
DAYS REMAINING:

April 29,2002
365
406
-41

ESTIMATE PERIOD: June 1, 2003 - June 30, 2003

CONTRACT IS IN CALENDAR DAYS

Phone: 817-379-5577

PERCENT COMPLETE:

98.1%

ITEM	DESCRIPTION	CNTRACT QTY	UNIT MEASU	PREV, EST.QTYS	QT THIS EST.	QTY TO DATE	UNIT PRICE	PAY THIS ESTIMATE	WORK COMPLTD TO DATE
1	Unclassified Excavation	500	CY	3000	0	3000	8.90	0.00	26,700.00 #
2	Remove Conc Sidewalk	986	SY	888	0	888	9.00	0.00	7,992.00 #
3	Remove Conc Drive	867	SY	806	0	806	12.00	0.00	9,672.00 #
4	Remove Conc Pavement	1,580	SY	1564	0	1564	11.00	0.00	17,204.00 #
5	Remove Asphalt Pavement	17,667	SY	17667	0	17667	8.00	0.00	141,336.00 #
6	Remove Curb & Gutter	7,819	LF	7575	0	7575	4.00	0.00	30,300.00 #
7	Tree Removal	6	EA	9	0	9	1,050.00	0.00	9,450.00 #
8	Light Pole Base Removal	5	EA	5	0	5	1,000.00	0.00	5,000.00 #
9	10" Conc Pavement	17,600	SY	16947.8	0	16947.8	34.00	0.00	576,225.20 #
10	6" Conc Drive	1,100	SY	966.6	0	966.6	36.00	0.00	34,797.60 #
11	5" Conc Golf Cart Pavement	175	SY	264.8	0	264.8	32.00	0.00	8,473.60 #
12	4" Conc Sidewalk	1,900	SY	307	0	307	31.00	0.00	9,517.00 #
13	4" Conc Sidewalk (Exp. Agg.)	190	SY	283	0	283	50.00	0.00	14,150.00 #
14	Conc Sidewalk Curb	213	LF	0	0	0	30.00	0.00	0.00 #
15	Barrier Free Ramp	20	EA	20	0	20	900.00	0.00	18,000.00 #
16	Barrier Free Medlan Ramp	1	EA	0	0	0	900.00	0.00	0.00 #
17	Median Paver w/Conc Base	90	SY	46	0	46	80.00	0.00	3,680.00 #
18	Street Header	608	LF	252	0	252	14.00	0.00	3,528.00 #
19	Type 'D' HMAC	194	TN	197	0	197	52.00	0.00	10,244.00 #
20	Type 'B' HMAC	581	TN	394	0	394	43.00	0.00	16,942.00 #
21	Street Light Foundation	7	EA	7	0	7	790.00	0.00	5,530.00 #
22	2" PVC Street Light Conduit	100	LF	0	0	0	14.00	0.00	0.00 #
23	4" PVC Irrigation Sleeves	834	LF	864	0	864	5.50	0.00	4,752.00 #
24	1.5" HDPE Communication Conduit	2,459	LF	2399	60	2459	3.50	210.00	8,606.50 #
25	Type 'C' Pullbox	17	EA	15	2	17	530.00	1,060.00	9,010.00 #
26	Relocate Mailbox	10	EA	4	0	4	1,500.00	0.00	6,000.00 #
27	Handrall	103	LF	0	0	0	120.00	0.00	0.00 #
28	Remove Inlet	10	EA	10	0	10	700.00	0.00	7,000.00 #
29	Remove Headwall	3	EA	3	0	3	500.00	0.00	1,500.00 #
30	Remove 18" RCP	62	LF	61	0	61	10.00	0.00	610.00 #
31	Remove 21" RCP	105	LF	105	0	105	10.00	0.00	1,050.00 #
32	Remove 27" RCP	81	LF	50	0	50	10.00	0.00	500.00 #
33	Remove 30" RCP	109	LF	104.5	0	104.5	10.00	0.00	1,045.00 #
34	Remove 36" RCP	118	LF	118	0	118	10.00	0.00	1,180.00 #
35	Remove 39" RCP	50	LF	50	0	50	10.00	0.00	500.00 #
36	Remove 42" RCP	30	LF	30	0	30	10.00	0.00	300.00 #
37	Remove 48" RCP	149	LF	149	0	149	10.00	0.00	1,490.00 #
38	18" RCP	950	LF	922	0	922	40.00	0.00	36,880.00 #
39	21" RCP	190	LF	180	0	180	55.00	0.00	9,900.00 #
40	24" RCP	42	LF	26	0	26	65.00	0.00	1,690.00 #
41	30" RCP	170	LF	150	0	150	75.00	0.00	11,250.00 #
42	36" RCP	638	LF	636	0	636	85.00	0.00	54,060.00 #
43	42" RCP	442	LF	440	0	440	115.00	0.00	50,600.00 #
44	48" RCP	580	LF	552	0	552	127.00	0.00	70,104.00 #
45	Reconst. Inlet Top (10')	2	EA	2	0	2	2,200.00	0.00	4,400.00 #
46	6' Standard Inlet	7	EA	7	0	7	2,000.00	0.00	14,000.00 #
47	10' Standard Inlet	2	EA	2	0	2	2,300.00	0.00	4,600.00 #
48	14' Standard Inlet	2	EA	2	0	2	3,200.00	0.00	6,400.00 #

49	20' Standard Inlet	2	EA	2	0	2	2,000.00	0.00	8,600.00 #
50	6' Recessed Inlet	2	EA	2	0	2	2,000.00	0.00	4,000.00 #
51	14' Recessed Inlet	1	EA	1	0	1	3,200.00	0.00	3,200.00 #
52	20' Recessed Inlet	1	EA	1	0	1	4,300.00	0.00	4,300.00 #
53	10' Combination Inlet	2	EA	2	0	2	3,600.00	0.00	7,200.00 #
54	Type 'M' Manhole	1	EA	1	0	1	4,800.00	0.00	4,800.00 #
55	Junction Box C-1	1	EA	1	0	1	4,000.00	0.00	4,000.00 #
56	Junction Box C-2 w/riser	1	EA	1	0	1	4,000.00	0.00	4,000.00 #
57	Type A Headwall (Line C-2)	1	EA	1	0	1	3,600.00	0.00	3,600.00 #
58	Type A Headwall (Line F)	1	EA	1	0	1	1,700.00	0.00	1,700.00 #
59	Special Headwall (Line A & F)	1	EA	1	0	1	5,600.00	0.00	5,600.00 #
60	Conc Rip-Rap	105	SY	60	0	60	66.00	0.00	3,960.00 #
61	Cut & Plug 27" RCP	1	EA	1	0	1	700.00	0.00	700.00 #
62	8" Water line	247	LF	277	0	277	39.00	0.00	10,803.00 #
63	12" Water line	1,379	LF	1328	0	1328	40.00	0.00	53,120.00 #
64	Lower golf course irrig. Mains	1	LS	0	0	0	3,700.00	0.00	0.00 #
65	6" Gate Valve	3	EA	3	0	3	870.00	0.00	2,610.00 #
66	8" Gate Valve	5	EA	5	0	5	940.00	0.00	4,700.00 #
67	12" Gate Valve	6	EA	6	0	6	1,800.00	0.00	10,800.00 #
68	8" Tapping Sleeve & Valve	2	EA	1	0	1	3,800.00	0.00	3,800.00 #
69	12" Tapping Sleeve & Valve	1	EA	0.5	0	0.5	4,300.00	0.00	2,150.00 #
70	Firehydrant	3	EA	3	0	3	2,500.00	0.00	7,500.00 #
71	6" Water line	48	LF	48	0	48	35.00	0.00	1,680.00 #
72	3/4" Water Service	3	EA	3	0	3	700.00	0.00	2,100.00 #
73	1-1/2" Water Service	1	EA	1	0	1	1,000.00	0.00	1,000.00 #
74	2" Water Service	5	EA	5	0	5	1,400.00	0.00	7,000.00 #
75	Cut & Plug 8" Water	3	EA	3	0	3	600.00	0.00	1,800.00 #
76	Cut & Plug 12" Water	4	EA	7	0	7	800.00	0.00	5,600.00 #
77	8" Plug - Water	2	EA	2	0	2	350.00	0.00	700.00 #
78	12" Plug - Water	1	EA	1	0	1	400.00	0.00	400.00 #
79	Remove & Salvage Firehydrant	2	EA	2	0	2	350.00	0.00	700.00 #
80	Sprinkler System Adjustments	1	LS	0.75	0.25	1	3,800.00	950.00	3,800.00 #
81	Relocate Air Release (Marsh Ln)	1	EA	1	0	1	1,200.00	0.00	1,200.00 #
82	Adjust Water Meter Box	20	EA	13	0	13	150.00	0.00	1,950.00 #
83	Adjust Water Valve	14	EA	13	0	13	150.00	0.00	1,950.00 #
84	Adjust Cleanout (Mainline)	3	EA	3	0	3	300.00	0.00	900.00 #
85	Adjust Cleanout (Service lne)	1	EA	1	0	1	300.00	0.00	300.00 #
86	Adjust Manhole	3	EA	2	0	2	350.00	0.00	700.00 #
87	Abandon Water Valve	9	EA	9	0	9	100.00	0.00	900.00 #
88	Watermain connect (12 x 24)	1	EA	1	0	1	2,500.00	0.00	2,500.00 #
89	Trench Safety	4,453	LF	4453	0	4453	1.50	0.00	6,679.50 #
90	Trench Safety Design	1	LS	1	0	1	750.00	0.00	750.00 #
91	Traffic Control	12	MT	12	0	12	3,334.00	0.00	40,008.00 #
92	Traffic Control Design	1	LS	1	0	1	2,000.00	0.00	2,000.00 #
93	Erosion Control	1	LS	0.5	0.5	1	10,000.00	5,000.00	10,000.00 #
94	Sod	5,155	SY	3432.5	840	4272.5	5.00	4,200.00	21,362.50 #
95	Tree Pruning & Protection	58	EA	43.5	0	43.5	100.00	0.00	4,350.00 #
96	Crushed Stone	250	TN	200	0	200	25.00	0.00	5,000.00 #
97	4" Sq White Ref traffic button	114	EA	111	0	111	6.00	0.00	666.00 #
98	4" non-Ref traffic button	554	EA	478	48	526	3.25	156.00	1,709.50 #
99	4" White Ref traffic button	53	EA	0	12	12	4.50	54.00	54.00 #
100	4" Sq Yellow Ref traffic button	170	EA	105	40	145	4.50	180.00	652.50 #
101	6" Sq White Ref jiggle bar	128	EA	96	4	100	16.00	64.00	1,600.00 #
102	4" White Extrud Thermoplastic	2,455	LF	2353	50	2403	1.25	62.50	3,003.75 #
103	4" Yellow Extrud Thermoplastic	53	LF	0	0	0	1.25	0.00	0.00 #
104	12" White Extrud Thermoplastic	530	LF	0	645	645	4.50	2,902.50	2,902.50 #
105	24" White Extrud Thermoplastic	313	LF	84	265	349	9.00	2,385.00	3,141.00 #
106	White Extrud Thermoplastic Arrow	8	EA	6	2	8	92.00	184.00	736.00 #
107	White Extrud Thermoplastic Word	4	EA	3	2	5	115.00	230.00	575.00 #

108	4" White Painted Stripe	695	LF	0	695	695	1.00	695.00	695.00	#
109	Flashing Beacon	4	EA	4	0	4	2,600.00	0.00	10,400.00	#
110	2" Electrical conduit	1,116	LF	980	136	1116	4.25	578.00	4,743.00	#
111	Type 'A' Pullbox	7	EA	6	1	7	470.00	470.00	3,290.00	#
112	Sign Assembly	10	EA	10	0	10	500.00	0.00	5,000.00	#
113	Relocate Sign	12	EA	12	0	12	200.00	0.00	2,400.00	#
114	Reset Sign	3	EA	2	0	2	150.00	0.00	300.00	#
115	Traffic Signal	1	LS	0.85	0.15	1	150,000.00	22,500.00	150,000.00	#
Change Order No. 1										
1	8" PVC Water Line	150	LF	150	0	150	39.00	0.00	5,850.00	#
2	8" Tpg. Slv. & Valve	1	EA	1	0	1	3,800.00	0.00	3,800.00	#
3	12" Tpg. Slv. & Valve	1	EA	1	0	1	4,300.00	0.00	4,300.00	#
4	Cut & Plug 8" Water Line	2	EA	2	0	2	600.00	0.00	1,200.00	#
5	Cut & Plug 12" Water Line	1	EA	1	0	1	800.00	0.00	800.00	#
Change Order No. 2										
1	Modular Block Retaining Wall	505	SF	505	0	505	22.50	0.00	11,362.50	#
2	5' Concrete Sidewalk w/dowels	1,837	SY	1837	0	1837	32.18	0.00	59,114.66	#
3	Bore for flashing signal	1	EA	1	0	1	600.00	0.00	600.00	#
4	Rmv/Rpl Concrete flume	1	LS	1	0	1	5,250.00	0.00	5,250.00	#
5	Rmv/Rpl Turn island	1	LS	1	0	1	3,536.00	0.00	3,536.00	#
6	Re-grade drainage ditch	1	LS	1	0	1	2,455.00	0.00	2,455.00	#
7	Additional striping @ Marsh	1	LS	1	0	1	230.00	0.00	230.00	#
								0	0	
Sub-Total Amount for Brookhaven Club Dr (Farmers Branch)								41,881.00	1,823,008.31	#
Town of Addison										
1	Earthwork	1	LS	1	0	1	5,000.00	0.00	5,000.00	#
2	Remove Sidewalk	18	SY	0	0	0	15.00	0.00	0.00	#
3	Remove Concrete Pavement	46	SY	46	0	46	15.00	0.00	690.00	#
4	Remove Asphalt Pavement	652	SY	600	0	600	10.00	0.00	6,000.00	#
5	Remove Curb & Gutter	586	LF	540	0	540	5.00	0.00	2,700.00	#
6	10" Concrete Pavement	50	SY	50	0	50	70.00	0.00	3,500.00	#
7	4" Concrete Sidewalk	25	SY	0	0	0	35.00	0.00	0.00	#
8	24" Concrete Curb & Gutter	589	LF	540	0	540	20.00	0.00	10,800.00	#
9	Type 'D' HMAC	73	TN	122.12	0	122.12	77.00	0.00	9,403.24	#
10	Type 'B' HMAC	218	TN	253.85	0	253.85	54.50	0.00	13,834.83	#
11	Barrier Free Ramp	3	EA	3	0	3	900.00	0.00	2,700.00	#
12	Barrier Free Median Access Ramp	1	EA	1	0	1	900.00	0.00	900.00	#
13	4" Sq White Ref Traffic Button	16	EA	16	0	16	4.50	0.00	72.00	#
14	4" Non-Ref Traffic Button	48	EA	48	0	48	3.25	0.00	156.00	#
15	4" Sq Yellow Ref Traffic Button	17	EA	0	0	0	4.50	0.00	0.00	#
16	6" Sq White Ref Jiggle Bar	20	EA	20	0	20	16.00	0.00	320.00	#
17	12" White Extrud Thermoplastic	136	LF	0	0	0	4.50	0.00	0.00	#
18	24" White Extrud Thermoplastic	43	LF	43	0	43	9.00	0.00	387.00	#
19	White Extrud Thermoplastic Arrow	4	EA	4	0	4	92.00	0.00	368.00	#
20	White Extrud Thermoplastic Word	2	EA	2	0	2	115.00	0.00	230.00	#
21	Sprinkler System Adjustments	1	LS	1	0	1	3,000.00	0.00	3,000.00	#
22	Sod	233	SY	200	0	200	5.00	0.00	1,000.00	#
Sub-Total Amount for Brookhaven Club (Addison)								0.00	61,061.07	#
								0	0	
Grand-Total Amount for Brookhaven Club (F. B. & Addison)								41,881.00	1,884,069.38	#

PRESENTED BY: _____ DATE: _____	WORK COMPLETED TO DATE:	\$41,881.00	\$1,884,069.38
Sutton & Associates, Inc. Representative	MATERIAL ON HAND	\$0.00	\$0.00
	SUBTOTAL	\$41,881.00	\$1,884,069.38
	5% RETAINAGE	2,094.05	94,203.47
APPROVED BY: _____ DATE: _____	SUB-TOTAL:		\$1,789,865.91
John Godl, Construction Inspector	LESS PREVIOUS PAYMENTS:	N/A	\$1,750,078.96

APPROVED BY: _____ DATE: _____

Randy Walhood, P.E., Project Engineer

DUE THIS ESTIMATE:

\$39,786.95

\$39,786.95

DATE: 08/06/03

TOWN OF ADDISON
RESOLUTION NO. R02-019

**A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS, AUTHORIZING THE TRANSFER OF \$59,053.50 IN
DART LAP/CMS FUNDS FROM THE ADDISON ROAD/EXCEL
PARKWAY INTERSECTION PROJECT TO THE BROOKHAVEN CLUB
DRIVE RECONSTRUCTION PROJECT.**

WHEREAS, the City of Farmers Branch is planning improvements to Brookhaven Club Drive, including improvements to the intersection at Marsh Lane; and,

WHEREAS, a portion of the improvements at the intersection, and along Brookhaven Club Drive, east of Marsh Lane are within the City Limits of Addison; and,

WHEREAS, the City of Farmers Branch has designed all of the improvements, has the project out for bids and has determined the cost of the improvements within the City Limits of Addison to be approximately \$59,053.50; and,

WHEREAS, the City of Farmers Branch has requested reimbursement from the Town of Addison for the construction cost of the improvements within the City Limits of Addison; and,

WHEREAS, this project is eligible for DART LAP/CMS Funding; now, therefore,

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

THAT, the City Council does hereby, authorize the transfer of \$59,053.50 in DART LAP/CMS funds from the Addison Road/Excel Parkway Intersection Project to the Brookhaven Club Drive Reconstruction Project.

PASSED AND APPROVED by the Town Council of the Town of Addison, Texas this the 26th day of February, 2002.



R. Scott Wheeler, Mayor

ATTEST:

By: CMORAN
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: Ken C. Dippel
Ken C. Dippel, City Attorney

Addison!

JIM PIERCE, P.E.
Assistant Public Works Director
(972) 450-2879
(972) 450-2837 FAX
jpierce@ci.addison.tx.us

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

3-25-02

Michelle: Attached are 3 copies
of an agreement with Farmers Branch
Re: Reconstruction of Brookhaven
Club Drive. This agreement was
approved by Council on Feb 26.

Please have Ken Dippel sign
off and then Ron & Carmen.
Then please return all 3 copies
to me.

Thanks,

Jim
✓ gw 4/4/02
kept for
1 copy
our files. Thanks!

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT

This Agreement (the "Agreement") is made this the **4th** day of **March, 2002**, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Addison").

WHEREAS, the City of Farmers Branch desires to reconstruct Brookhaven Club Drive between Golfing Green Drive and Marsh Lane, and such reconstruction includes intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Farmers Branch, as set forth on the attached Exhibit "A"; and

WHEREAS, the Town of Addison desires to make intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison, as set forth on the attached Exhibit "A"; and

WHEREAS, intersection improvements at Brookhaven Club Drive and Marsh Lane within Addison and Farmers Branch will increase safety and reduce congestion that will result in great and lasting benefit to the people of Farmers Branch and Addison;

WHEREAS, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

1. TERMS OF AGREEMENT

1.1 **Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

1.2 **Construction.** Farmers Branch will cause the reconstruction of Brookhaven Club Drive, which shall include intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison and Farmers Branch. The intersection improvements shall consist of street pavement, sidewalks, street signs, traffic control devices, lights, landscaping and drainage. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Addison. Farmers Branch shall inspect said improvements during construction. The contract shall include standard insurance and indemnity provisions for both Farmers Branch and Addison.

1.3 **Cost Sharing.** Each city shall bear the cost of the improvements constructed within its respective city limits. Farmers Branch shall bid the improvements in conformance with Texas State Law. After the bids are received and the lowest responsible bidder is identified, Farmers Branch shall submit to Addison the estimated cost of the improvements within Addison based on the bid prices submitted by the lowest

responsible bidder for review and acceptance of the estimated cost. (The prebid construction cost estimate is \$45,738.80.) After Addison provides written acceptance of the estimated cost to Farmers Branch, the City Council of Farmers Branch shall, at its sole discretion, award the bid and proceed with construction of the improvements. Farmers Branch shall submit invoices to Addison for the work performed within Addison, less retainage, and Addison shall remit payment to Farmers Branch within thirty (30) days.

1.4 Completion and Acceptance: Upon satisfactory completion, to Addison's satisfaction, of the improvements within Addison, Addison shall accept the improvements and shall, upon receipt of invoice for the improvements within Addison, remit payment to Farmers Branch and such payment shall include retainage. [E1]

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Farmers Branch. Farmers Branch represents and warrants to Addison as follows:

- a. Organization. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

2.2 Representations and Warranties of Addison. Addison represents and warrants to Farmers Branch as follows:

- a. Organization. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this

Agreement have been duly and validly authorized by all requisite action on the part of Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.

3. MISCELLANEOUS PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

3.2 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.

3.7 Time is of the essence in this Agreement.

3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

3.9 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the right-of-way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.

3.11 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

P.O. Box 9010
Addison, Texas 75001

Attn: City Manager

To Farmers Branch:

P.O. Box 819010
Farmers Branch, Texas 75381-9010

Attn: City Manager

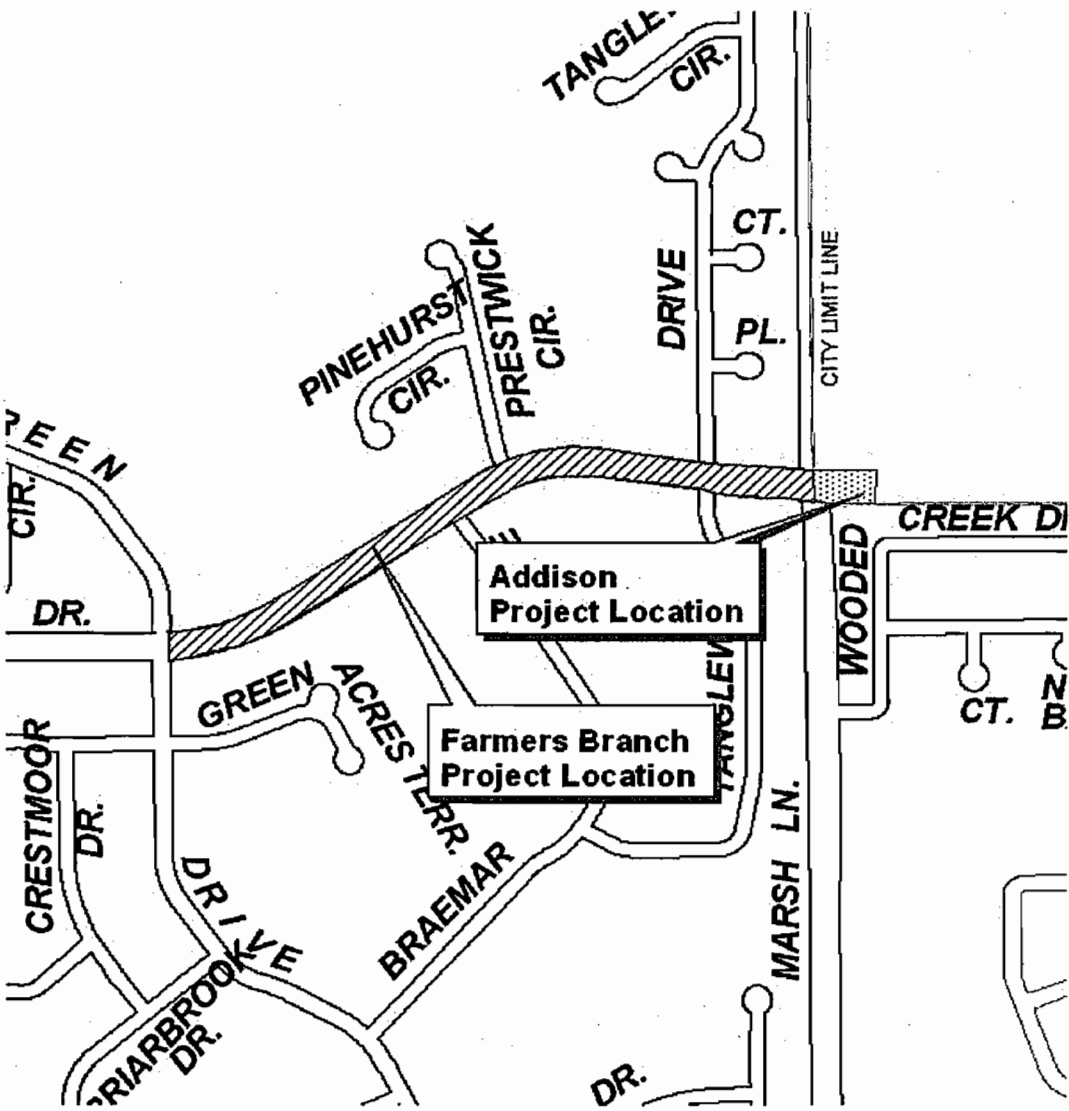
Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the state of which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. Giving notice of such change in the manner herein provided for giving notice may change the addresses and addressees for the purpose of this Section. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

4. TERMINATION

4.1 In the event construction of the street improvements in the right-of-way is not completed by December 31, 2002, Addison shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the right-of-way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Farmers Branch, Farmers Branch shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Farmers Branch was delayed.

4.2 This Agreement shall terminate upon the expressed written agreement of both Addison and Farmers Branch.[NM2]

Exhibit "A"



LOCATION MAP

Town of Addison Project Application

Project Name (Maximum 30 characters) BROOKHAVEN CLUB DR. / MARSH IMP.

Project Description
ASSOCIATED WITH CITY OF FARMERS
BRANCH PROJECT. PAYMENTS TO BE MADE TO
F.A. PART CAP FUNDS ALLOCATED TO PROJECT.

Project Type: Operating/Unique Operating/Recurring Capital Special Event

Time to Complete (In months)

Located in Planning Sector : 1 2 3 4 5 6 N/A

Project Time Line

Phase (engineering, ROW, acquisition, construction, etc.)

Cost

#	Phase	1	3	6	9	12	15	18	21	24	Cost
#1											\$ 60,000
#2											\$
#3											\$
#4											\$
#5											\$
#6											\$
#7											\$
#8											\$
<div style="display: flex; justify-content: space-between; align-items: center;"> Start Date Months \$ 60,000 </div>											
<div style="display: flex; justify-content: flex-end; align-items: center;"> <u>Total Budget</u> </div>											

Finance Department Use

Project # 2 3 3 0 1 Entered 5/3/02 sgoforth
 Year Sector Type Free Seq.



Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-7222

CHECK DATE 04/26/02 CHECK NUMBER 56167

VENDOR 100371 TOWN OF ADDISON

VENDOR	INVOICE	DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
042302	04/2	3/02	59053.50	0.00	59053.50
			59053.50	0.00	59053.50

WARNING: THIS DOCUMENT HAS UV FIBERS, CHEMICAL STAIN VOID AND A TRUE WATERMARK - HOLD UP TO THE LIGHT TO VERIFY



Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, Texas 75266-7222

BANK OF AMERICA
 Wichita Falls, Texas

56167

VOID AFTER 60 DAYS

DATE 04/26/02 AMOUNT

PAY FIFTY-NINE THOUSAND FIFTY-THREE AND 50/100-----

\$ ***59,053.50

TO THE ORDER OF TOWN OF ADDISON
 P.O. BOX 9010
 ADDISON TX 75001-9010

(Signature)

(Signature)

 AUTHORIZED SIGNATURE

FUNDING APPLICATION FOR DART's LAP/CMS PROGRAM

LAP/CMS Project No. (for DART use only) 09 - 007 - 02001
 city no. project type project no.

GENERAL INFORMATION	Date Submitted	February 8, 2002
• Applicant City: <u>Town of Addison</u>	City CIP No.	_____
• Project Eligibility Type: (see list, reverse side) <u>Roadway Improvements</u>		
• Project Name: <u>Brookhaven Club Drive Reconstruction</u>		
• Boundaries/short description <u>Brookhaven Club Drive from Golfing Green to Marsh Lane</u>		
• Approx. Begin/End Dates: from <u>March 2002</u> to <u>December 2002</u>		

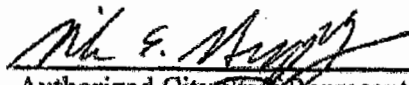
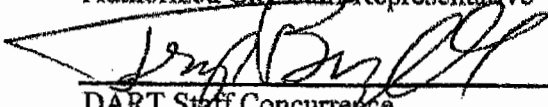
FUNDING		PROJECTED COST DISTRIBUTION	
Current LAP/CMS Request	\$ 59,053.50	Planning/Environmental Studies	\$
Previously Approved LAP/CMS Date (s)	\$	Engineering/Design	\$
Federal (if applicable)	\$	Right-of-way	\$
State (if applicable)	\$	Construction	\$ 59,053.50
Local (if applicable)	\$	Testing/Inspection	\$
Other (if applicable)	\$	Operations/Maintenance	\$
TOTAL	\$ 59,053.50	TOTAL	\$ 59,053.50

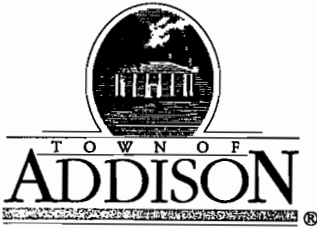
DETAILED PROJECT DESCRIPTION
 (List/Explain bus routes affected, intersections to improve, project scope, phases, etc. Attach project justification as needed.) (List/explain fund transfers, reprogramming requested if applicable.)

Reconstruction of Brookhaven Club Drive from east leg of Golfing Green Drive to 500' east of Marsh Lane. The portion of the project east of Marsh Lane is in Addison. This project will improve the westbound left turn lane and enhance the handicap accessibility at the intersection of Marsh Lane and Brookhaven Club Drive.

The portion west of Marsh Lane is in Farmers Branch. This is a cooperative project with Farmers Branch. Farmers Branch has designed and will bid the project. This project affects Bus Route 322.

Request \$59,053.50 be transferred from Addison Road/Excel Way Project to this new project.

	Director of Public Works	<u>3/4/02</u>
Authorized City Staff Representative	Title	Date
	<u>Sr Mgr</u>	<u>3/25/02</u>
DART Staff Concurrence	Title	Date



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837

16801 Westgrove

April 9, 2002

Mr. Koorosh Olyai, Asst. Vice President
Mobility Programs Development
Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-7212

Re: Brookhaven Club Drive Pavement Repairs

Dear Mr. Olyai:

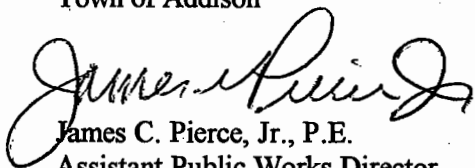
The above referenced repairs have been completed and the contractor, Jim Bowman Construction Company, L.P., has submitted his final invoice (copy attached) for the work in the amount of \$12,025.00.

We have approved the invoice for payment and respectfully request reimbursement for fifty percent of the invoice amount.

Please call me at 972-450-2879 if you have any questions. We appreciate your assistance in this matter.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E.
Assistant Public Works Director

cc: Chris Terry, Assistant City Manager
Michael E. Murphy, P.E., Director of Public Works

Enclosures

cc Robin Jones

OK TO 107 01411542

RJ

JIM BOWMAN CONSTRUCTION COMPANY, L.P.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

April 5, 2002

Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001-9010

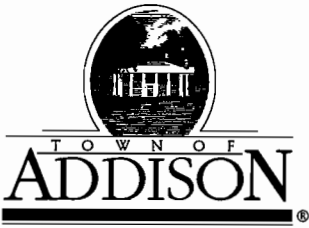
Attn: Mr. Robin Jones, Street Superintendent

Re: Brookhaven Club Drive Pavement Repairs

INVOICE

For removal and replacement of approximately 158 S.Y. of street paving, per quote dated March 19, 2002.

Amount Due = \$12,025.00



Public Works / Engineering

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001

Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	4-4-02	JOB NO.
ATTENTION		
RE:	Brookhaven Club Drive Reconstruction	

TO Randy Walhood
Farmers Branch

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
2			Interlocal Agreement re above project
1			Marsh Lane Water Plan, Sheet 1/8

THESE ARE TRANSMITTED as checked below:

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

REMARKS Randy - We have a water main
project that we intend to bid soon that
has some work in the Brookhaven/Marsh
Intersection. We will contact you with more details

COPY TO Steve

SIGNED: Jim Peun

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

FUNDING APPLICATION FOR DART's LAP/CMS PROGRAM

LAP/CMS Project No. (for DART use only) 09 - 007 - 02001
 city no. project type project no.

GENERAL INFORMATION	Date Submitted	February 8, 2002
• Applicant City: <u>Town of Addison</u>	City CIP No.	_____
• Project Eligibility Type: (see list, reverse side) _____	Roadway Improvements	
• Project Name: <u>Brookhaven Club Drive Reconstruction</u>		
• Boundaries/short description <u>Brookhaven Club Drive from Golfing Green to Marsh Lane</u>		
• Approx. Begin/End Dates: from <u>March 2002</u>	to	<u>December 2002</u>

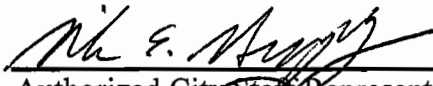
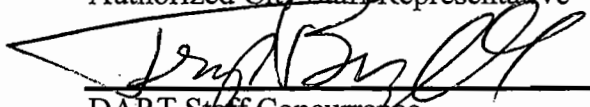
FUNDING		PROJECTED COST DISTRIBUTION	
Current LAP/CMS Request	\$ 59,053.50	Planning/Environmental Studies	\$
Previously Approved LAP/CMS Date (s)	\$	Engineering/Design	\$
Federal (if applicable)	\$	Right-of-way	\$
State (if applicable)	\$	Construction	\$ 59,053.50
Local (if applicable)	\$	Testing/Inspection	\$
Other (if applicable)	\$	Operations/Maintenance	\$
TOTAL	\$ 59,053.50	TOTAL	\$ 59,053.50

DETAILED PROJECT DESCRIPTION
 (List/Explain bus routes affected, intersections to improve, project scope, phases, etc. Attach project justification as needed.) (List/explain fund transfers, reprogramming requested if applicable.)

Reconstruction of Brookhaven Club Drive from east leg of Golfing Green Drive to 500' east of Marsh Lane. The portion of the project east of Marsh Lane is in Addison. This project will improve the westbound left turn lane and enhance the handicap accessibility at the intersection of Marsh Lane and Brookhaven Club Drive.

The portion west of Marsh Lane is in Farmers Branch. This is a cooperative project with Farmers Branch. Farmers Branch has designed and will bid the project. This project affects Bus Route 322.

Request \$59,053.50 be transferred from Addison Road/Excel Way Project to this new project.

	Director of Public Works	<u>3/4/02</u>
Authorized City Staff Representative	Title	Date
	Sr Mgr	<u>3/25/02</u>
DART Staff Concurrence	Title	Date



March 25, 2002

Jim Pierce, PE
Town of Addison
1680 Westgrove Drive
Addison, TX 75001

PROJECT: BROOKHAVEN CLUB DRIVE

Dear Jim,

Enclosed are three (3) copies of the interlocal agreement between the Town of Addison and the City of Farmers Branch concerning the construction of the intersection of Brookhaven Club Drive and Marsh Lane. Please execute all originals and return two (2) originals to me. Also enclosed is a copy of Resolution number 2002-017 which authorizes this agreement for the City of Farmers Branch. Please provide a resolution or a copy of the Town of Addison minutes from the meeting which approved this agreement for the Town of Addison.

Thanks for your help in quickly resolving this issue. Please contact me if you have any questions concerning this matter.

Sincerely,

Randall S. Walhood, P.E.
Project Manager

Cc: file



RESOLUTION NO. 2002-017

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF ADDISON FOR INTERSECTION IMPROVEMENTS AT BROOKHAVEN CLUB DRIVE AND MARSH LANE RELATIVE TO THE RECONSTRUCTION OF BROOKHAVEN CLUB DRIVE.

WHEREAS, the City of Farmers Branch proposes to reconstruct Brookhaven Club Drive from Golfing Green east to Marsh Lane;

WHEREAS, a portion of the intersection of Brookhaven Club Drive and Marsh Lane is within the Town of Addison; and

WHEREAS, an interlocal agreement, which is Attachment "A", between the Town of Addison and the City of Farmers Branch has been prepared to provide for the construction of intersection improvements of Brookhaven Club Drive and Marsh Lane located in the Town of Addison, to provide for the acceptance of the improvements by the Town of Addison upon completion of the project, and to provide for the improvements to become part of the infrastructure of the Town of Addison; and

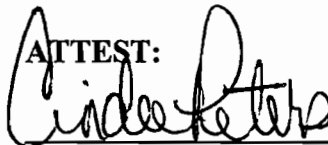
WHEREAS, the City Engineer recommends approving the interlocal agreement between the Town of Addison and the City of Farmers Branch for the reconstruction of Brookhaven Club Drive at its intersection with Marsh Lane.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

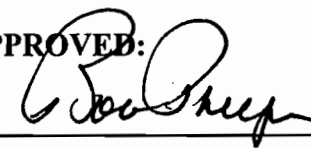
SECTION 1. The City Council does hereby approve the interlocal agreement with the Town of Addison and the City of Farmers Branch for the reconstruction of Brookhaven Club Drive at its intersection with Marsh Lane.

SECTION 2. The City Manager is authorized to execute said agreement on the behalf of the City.

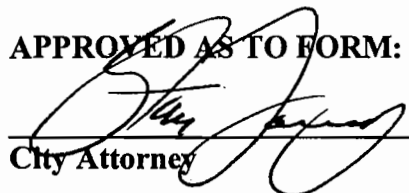
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS THE 4th day of MARCH 2002

ATTEST:


City Secretary

APPROVED:


Mayor

APPROVED AS TO FORM:


City Attorney

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

February 26, 2002
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Barrett, Klein, Mallory, Silver, Turner, Ways
Absent: None

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Alyssa Dent (Building Inspections) and Jeff Peterson (Police).

The City Manager noted upcoming events: The Mayor's State of the City Speech on February 27, 2002; ABA meeting addressing the Zip Code issue on February 28, 2002; a Retirement Party for retiring police officers on February 28, 2002 at 4:00 p.m.; and a Work Session of the City Council on March 6, 2002 at 7:00 p.m.

Item #R2 – Consent Agenda

Items #2a, #2b and #2f were considered separately.

#2c – Approval of construction and authorization of final payment in the amount of \$5,961.15 to Jim Bowman Construction Company, L.P. for Driveway Paving Improvements at Belt Line Road and Midway Road. (Approved)

#2d – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$228,000.00 with Huitt-Zollars, Inc. for engineering services associated with the design of Spectrum Drive-north and South Extensions. (Approved) (002-014)

#2e – Consideration of approval in the amount of \$53,880.00 to Krause Associates, Inc. for printing of Addison Restaurant Rack Brochures, Restaurant Tear Off Map and Addison Visitor Rack Brochures. (Approved)

#2g – Consideration of approval in the amount of \$42,875.00 to Mike Sandone Productions, Inc. to purchase tent floor rentals for usage in the North Texas Jazz Festival. (Approved)

#2h – Consideration of approval in the amount of \$37,978.00 to BFI for rental of restrooms, trash receptacles and trash containers for usage at Taste Addison, Addison Kaboom Town and Addison Oktoberfest. (Approved)

#2i – Consideration of approval in the amount of \$33,929.25 to Aztec Party and Tent for miscellaneous rentals for usage at Taste Addison, Addison Kaboom Town and Addison Oktoberfest. (Approved)

#2j – Consideration of approval in the amount of \$16,327.50 to National Construction Rentals for fence rentals for usage at Taste Addison, Addison Kaboom Town and Addison Oktoberfest. (Approved)

#2k – Consideration of approval in the amount of \$38,000.00 to Dallas Back-Up, Inc. for stage and sound rentals for usage at Taste Addison and Addison Oktoberfest. (Approved)

#2l – Consideration of approval in the amount of \$91,235.00 to Mike Sandone Productions, Inc. for tent rentals for usage at Taste Addison, Addison Kaboom Town and Addison Oktoberfest. (Approved)

#2m – Consideration of approval in the amount of \$14,339.62 to Labor Works of Dallas for trash pick up services for Taste Addison, Kaboom Town and Addison Oktoberfest. (Approved)

#2n – Consideration of approval of rejection of all bids submitted for temporary electrical services and temporary tent air conditioning for the Taste Addison, Addison Kaboom Town and Addison Oktoberfest. (Approved)

Councilmember Turner moved to approve the above listed items. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

#2a – Approval of the Minutes for the February 12, 2002 Council Meeting.

Councilmember Ways noted a correction in the February 12, 2002 minutes. Item #R9 is to indicate a 10% cap on out of pocket expenses.

Councilmember Ways moved to approve the Minutes of the February 12, 2002 Council Meeting subject to the correction as noted. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #2b – Approval of construction and authorization of final payment in the amount of \$35,009.17 to Jim Bowman Construction Company, L.P. for the Morris Avenue Extension Improvements.

Councilmember Silver moved to approve the construction and to authorize final payment in the amount of \$35,009.17 to Jim Bowman Construction Company, L.P. for the Morris Avenue Extension Improvements. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #2f – Consideration of a Resolution authorizing the City Manager to enter into a sponsorship agreement in the amount of \$35,000.00 with Hand and Associates for Spikefest 2002.

Councilmember Ways moved to duly pass Resolution No. R02-015 authorizing the City Manager to enter into a sponsorship agreement in the amount of \$35,000.00 with Hand and Associates for Spikefest 2002. Councilmember Klein seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R3 – Appointment of a member to the Planning and Zoning Commission.

Carol Doepfner's first term on the Planning and Zoning Commission expired on February 8, 2002. Ms. Doepfner was appointed by Councilmember Ways.

Councilmember Ways approved the reappointment of Carol Doepfner to the Planning and Zoning Commission. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R4 – Discussion and consideration of approval of contract continuance with Texas Medical Data Systems (TMDS) for ambulance billing collection services.

Councilmember Barrett moved to approve contract continuance with Texas Medical Data Systems (TMDS) for ambulance billing collection services. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R5 – Consideration of a Resolution authorizing the City Manager to execute a Jet Hangar Lease between the Town of Addison and Menagerie Enterprises, d.b.a. Monarch Air at the Addison Airport.

Councilmember Silver moved to duly pass Resolution No. R02-016 authorizing the City Manager to execute a Jet Hangar Lease between the Town of Addison and Menagerie Enterprises, d.b.a. Monarch Air at the Addison Airport. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R6 – Consideration of a Resolution authorizing the City Manager or the City Manager's designee to approve and execute on behalf of the Town, Airport Jet Hangar Leases for a term up to and not to exceed two years.

Councilmember Mallory moved to duly pass Resolution No. R02-017 authorizing the City Manager or the City Manager's designee to approve and execute on behalf of the Town, Airport Jet Hangar Leases for a term up to and not to exceed two years. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R7 – Consideration of a Resolution authorizing the City Manager to enter into an Interlocal Agreement in the amount of \$79,239.00 with Dallas County to utilize county forces and matching funds to resurface Addison Road from Westgrove Drive to the north Town limit line.

Councilmember Klein moved to duly pass Resolution No. R02-018 authorizing the City Manager to enter into an Interlocal Agreement in the amount of \$79,239.00 with Dallas County to utilize county forces and matching funds to resurface Addison Road from Westgrove Drive to the north Town limit line. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R8 – Consideration of a Resolution authorizing the transfer of \$59,053.50 in DART LAP/CMS funds from the Addison Road/Excel Parkway Intersection project to the Brookhaven Club Drive Reconstruction Project and authorizing the City Manager to enter into an Interlocal Agreement with Farmers Branch for their Brookhaven Club Drive Reconstruction Project.

Councilmember Barrett moved to duly pass Resolution No. R02-019 authorizing the transfer of \$59,053.50 in DART LAP/CMS funds from the Addison Road/Excel Parkway Intersection project to the Brookhaven Club Drive Reconstruction Project and authorizing the City Manager to enter into an Interlocal Agreement with Farmers Branch for their Brookhaven Club Drive Reconstruction Project, subject to approval of City Attorney. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

EXECUTIVE SESSION. At 8:27 the Mayor announced that the Council would go into Executive Session to discuss the following items:

Item #ES1 - Closed (Executive) session of the City Council, pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase or value of certain real property for right-of-way purposes owned by J. H. Crouch, Jr. and Jo Crouch, the property being approximately 0.6709 acres from Lot 6, Surveyor Addition, Town of Addison.

Item #ES2 - Closed (Executive) session of the City Council, pursuant to Section 551.074 of the Texas Government Code to deliberate, discuss and conduct the City Manager's Annual Evaluation.

The Council came out of **Executive Session** at 10:15 p.m.

Item #R9 – Consideration of a Resolution authorizing the City Manager to make an offer in the amount of \$225,000.00 to J. H. Crouch, Jr. and Jo Crouch for the acquisition of 0.6709 acres of permanent right-of-way from Lot 6 Surveyor Addition, Town of Addison.

Councilmember Klein moved to duly pass Resolution No. R02-020 authorizing the City Manager to make an offer in the amount of \$225,000.00 to the owner of the hereinafter described property (276 Trust) for the acquisition of 0.6709 acres of permanent right-of-way from Lot 6 Surveyor Addition, Town of Addison. Councilmember Ways seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

Item #R10 – Consideration of a Resolution approving a merit increase for the City Manager.

Councilmember Mallory moved to duly pass Resolution No. R02-021 approving a merit increase in the amount of \$146,600.00 for the City Manager and \$7,200.00 car allowance. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Barrett, Klein, Mallory, Silver, Turner, Ways
Voting Nay: None
Absent: None

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

Mayor

Attest:

City Secretary

Council Agenda Item: # R8

SUMMARY:

This Item is to request Council approval to enter into an Interlocal Agreement with Farmers Branch for their Brookhaven Club Drive Reconstruction Project and to provide DART LAP/CMS funding for Addison's share of the cost.

FINANCIAL IMPACT:

Budgeted Amount: N/A
Cost: \$59,053.50
Funding Source: DART LAP/CMS Funds

BACKGROUND:

Farmers Branch has a plan to reconstruct Brookhaven Club Drive from Golfing Green Drive to just east of Marsh Lane. The portion of the project east of Marsh Lane is in the Town of Addison. See attached drawing. The main purpose of this project is to increase safety and reduce congestion.

Farmers Branch is requesting that Addison participate in the cost of that part of the project that is in Addison and has proposed an Interlocal agreement to formalize their request (attached agreement may be subject to minor revision as directed by City Attorney). Farmers Branch has bid the project, and has determined Addison's share of the cost to be \$59,053.50. The total project construction cost is \$1,904,502.50. It has been determined that construction of all proposed improvements at the intersection of Marsh Lane and Brookhaven Club Drive will result in a 20% reduction in vehicle delay per hour during peak periods.

Addison's share of the project cost is eligible for DART LAP/CMS funding, and staff proposes paying for this project by transferring already programmed funds from our Addison Road/Excel Parkway project to a Brookhaven Club Drive Reconstruction project. (The Addison Road/Excel Parkway project is on hold). A proposed Council Resolution and DART Funding Application is attached that will accomplish this purpose.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into a Interlocal Agreement for the Brookhaven Club Drive Reconstruction project to pay for Addison's share of the project, and, for Council to pass the attached resolution authorizing the transfer of DART LAP/CMS funds to pay for Addison's share of the project cost.

TOWN OF ADDISON

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE TRANSFER OF \$50,000 IN DART LAP/CMS FUNDS FROM THE ADDISON ROAD/EXCEL PARKWAY INTERSECTION PROJECT TO THE BROOKHAVEN CLUB DRIVE RECONSTRUCTION PROJECT.

WHEREAS, the City of Farmers Branch is planning improvements to Brookhaven Club Drive, including improvements to the intersection at Marsh Lane; and,

WHEREAS, a portion of the improvements at the intersection, and along Brookhaven Club Drive, east of Marsh Lane are within the City Limits of Addison; and,

WHEREAS, the City of Farmers Branch has designed all of the improvements, has the project out for bids and has determined the cost of the improvements within the City Limits of Addison to be approximately \$59,053.50; and

WHEREAS, the City of Farmers Branch has requested reimbursement from the Town of Addison for the construction cost of the improvements within the City Limits of Addison; and

WHEREAS, this project is eligible for DART LAP/CMS Funding; now, therefore,

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

THAT, the City Council does hereby, authorize the transfer of \$59,053.50 in DART LAP/CMS funds from the Addison Road/Excel Parkway Intersection Project to the Brookhaven Club Drive Reconstruction Project.

PASSED AND APPROVED by the Town Council of the Town of Addison, Texas this the _____ day of _____, 2002.

R. Scott Wheeler, Mayor

ATTEST:

By: _____

Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____

Ken C. Dippel, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT

This Agreement (the "Agreement") is made this the _____ day of _____, 2002, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Addison").

WHEREAS, the City of Farmers Branch desires to reconstruct Brookhaven Club Drive between Golfing Green Drive and Marsh Lane, and such reconstruction includes intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Farmers Branch, as set forth on the attached Exhibit "A"; and

WHEREAS, the Town of Addison desires to make intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison, as set forth on the attached Exhibit "A"; and

WHEREAS, intersection improvements at Brookhaven Club Drive and Marsh Lane within Addison and Farmers Branch will increase safety and reduce congestion that will result in great and lasting benefit to the people of Farmers Branch and Addison;

WHEREAS, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

1. TERMS OF AGREEMENT

1.1 **Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

1.2 **Construction.** Farmers Branch will cause the reconstruction of Brookhaven Club Drive, which shall include intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison and Farmers Branch. The intersection improvements shall consist of street pavement, sidewalks, street signs, traffic control devices, lights, landscaping and drainage. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Addison. Farmers Branch shall inspect said improvements during construction.

1.3 **Cost Sharing.** Each city shall bear the cost of the improvements constructed within its respective city limits. Farmers Branch shall bid the improvements in conformance with Texas State Law. After the bids are received and the lowest responsible bidder is identified, Farmers Branch shall submit to Addison the estimated cost of the improvements within Addison based on the bid prices submitted by the lowest responsible bidder for review and acceptance of the estimated cost. The estimated cost

based on the bid prices is \$59,053.50. After Addison provides written acceptance of the estimated cost to Farmers Branch, the City Council of Farmers Branch shall, at its sole discretion, award the bid and proceed with construction of the improvements. Farmers Branch shall submit invoices to Addison for the work performed within Addison, less retainage, and Addison shall remit payment to Farmers Branch within thirty (30) days.

1.4 Completion and Acceptance: Upon satisfactory completion of the improvements within Addison, Addison shall accept the improvements and shall, upon receipt of invoice for the improvements within Addison, remit payment to Farmers Branch and such payment shall include retainage.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Farmers Branch. Farmers Branch represents and warrants to Addison as follows:

- a. Organization. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

2.2 Representations and Warranties of Addison. Addison represents and warrants to Farmers Branch as follows:

- a. Organization. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Addison. The execution, delivery, and performance of this Agreement will not violate or

be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.

3. MISCELLANEOUS PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

3.2 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.

3.7 Time is of the essence in this Agreement.

3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

3.9 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the right-of-way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.

3.11 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

P.O. Box 9010
Addison, Texas 75001

Attn: City Manager

To Farmers Branch:

P.O. Box 819010
Farmers Branch, Texas 75381-9010

Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the state of which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. Giving notice of such change in the manner herein provided for giving notice may change the addresses and addressees for the purpose of this Section. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

4. TERMINATION

4.1 In the event construction of the street improvements in the right-of-way is not completed by December 31, 2001, Addison shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the right-of-way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Farmers Branch, Farmers Branch shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Farmers Branch was delayed.

4.2 This Agreement shall terminate upon the express write agreement of both Addison and Farmers Branch.

4.3 Farmers Branch may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to improve the

intersection at Brookhaven Club Drive at Marsh Lane as described in Exhibit "A" or the improvements to the intersection of Brookhaven Club Drive and Marsh Lane becomes unnecessary or unfeasible.

EXECUTED on the date first above written.
CITY OF FARMERS BRANCH, TEXAS TOWN OF ADDISON, TEXAS

By: _____
Richard Escalante
City Manager

By: _____
Ron Whitehead
City Manager

ATTEST:

ATTEST:

By: _____
City Secretary

By: _____
City Secretary

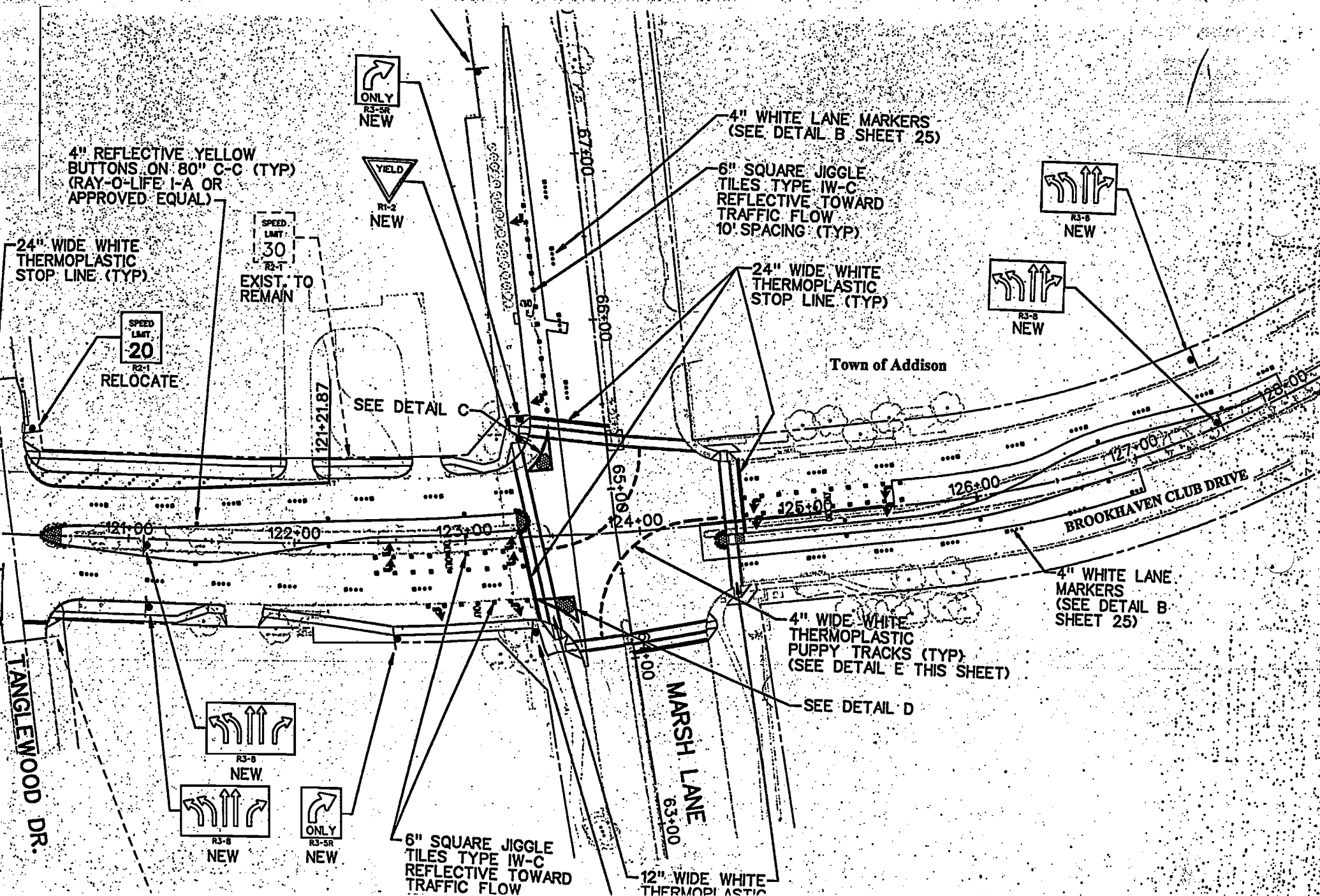
Approved as to form:

Approved as to form:

By: _____
City Attorney for Farmers Branch

By: _____
City Attorney for Town of Addison

G:\AGREEMENTS\INTERLOCAL\TOWN OF ADDISON\BHCLUB



4" REFLECTIVE YELLOW
BUTTONS ON 80" C-C (TYP)
(RAY-O-LIFE I-A OR
APPROVED EQUAL)

24" WIDE WHITE
THERMOPLASTIC
STOP LINE (TYP)

SPEED
LIMIT
30
R2-1
EXIST. TO
REMAIN

SPEED
LIMIT
20
R2-1
RELOCATE

ONLY
R3-SR
NEW

YIELD
R1-2
NEW

4" WHITE LANE MARKERS
(SEE DETAIL B SHEET 25)

6" SQUARE JIGGLE
TILES TYPE IW-C
REFLECTIVE TOWARD
TRAFFIC FLOW
10' SPACING (TYP)

R3-B
NEW

24" WIDE WHITE
THERMOPLASTIC
STOP LINE (TYP)

R3-B
NEW

Town of Addison

SEE DETAIL C

BROOKHAVEN CLUB DRIVE

TANGLEWOOD DR.

R3-B
NEW

R3-B
NEW

ONLY
R3-SR
NEW

6" SQUARE JIGGLE
TILES TYPE IW-C
REFLECTIVE TOWARD
TRAFFIC FLOW

4" WIDE WHITE
THERMOPLASTIC
PUPPY TRACKS (TYP)
(SEE DETAIL E THIS SHEET)

4" WHITE LANE
MARKERS
(SEE DETAIL B
SHEET 25)

SEE DETAIL D

MARSH LANE
63+00

12" WIDE WHITE
THERMOPLASTIC

121+00

122+00

123+00

124+00

125+00

126+00

127+00

128+00

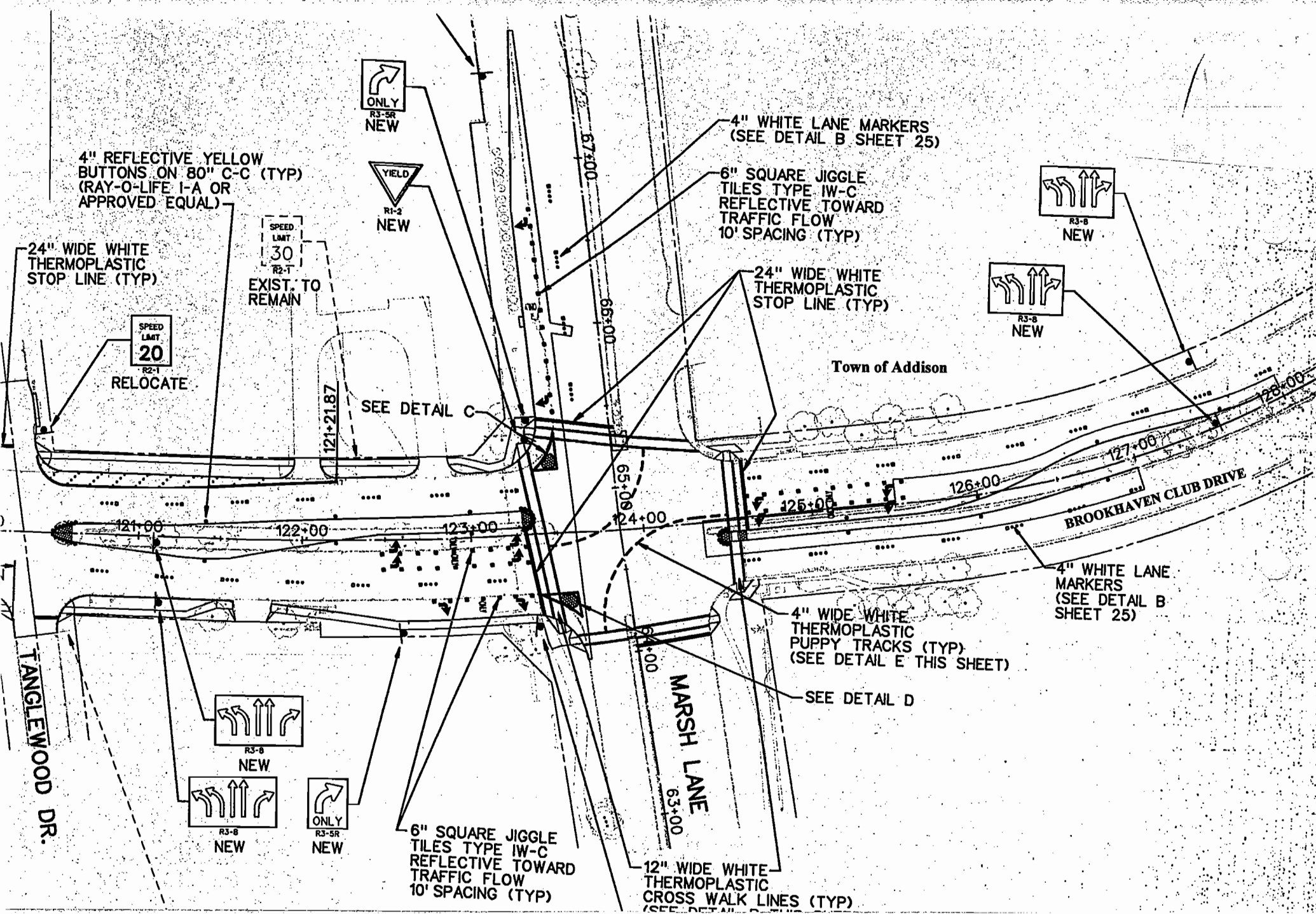
67+00

66+00

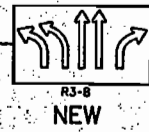
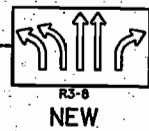
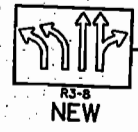
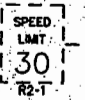
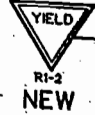
65+00

64+00

121+21.87



4" REFLECTIVE YELLOW
BUTTONS ON 80" C-C (TYP)
(RAY-O-LIFE I-A OR
APPROVED EQUAL)



4" WHITE LANE MARKERS
(SEE DETAIL B SHEET 25)

6" SQUARE JIGGLE
TILES TYPE IW-C
REFLECTIVE TOWARD
TRAFFIC FLOW
10' SPACING (TYP)

24" WIDE WHITE
THERMOPLASTIC
STOP LINE (TYP)

Town of Addison

SEE DETAIL C

4" WIDE WHITE
THERMOPLASTIC
PUPPY TRACKS (TYP)
(SEE DETAIL E THIS SHEET)

4" WHITE LANE
MARKERS
(SEE DETAIL B
SHEET 25)

SEE DETAIL D

6" SQUARE JIGGLE
TILES TYPE IW-C
REFLECTIVE TOWARD
TRAFFIC FLOW
10' SPACING (TYP)

12" WIDE WHITE
THERMOPLASTIC
CROSS WALK LINES (TYP)
(SEE DETAIL B SHEET 25)

TANGLEWOOD DR.

MARSH LANE

BROOKHAVEN CLUB DRIVE

121+00

122+00

123+00

124+00

125+00

126+00

127+00

128+00

67+00

65+00

65+00

64+00

63+00

121+21.87

City of Farmers Branch

Bid Tabulation

PROJECT: Brookhaven Club Drive Reconstruction

Bid Opening Date: 2/12/02

Time: 2:30 p.m.

Bid No.: 02-15

Sheet 1A of 6

Farmers Branch

Calendar Days: 365

Bid Item#	UNIT	UNIT MEAS.	DESCRIPTION	Engineer's Estimate		Sutton & Associates, Inc.		Gibson & Associates, Inc.	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	500	CY	Unclassified Excavation	17.00	\$8,500.00	8.90	\$4,450.00	12.96	\$8,480.00
2	986	SY	SawCut Remove Exist. 4" Conc. Sidewalk	11.00	10,846.00	9.00	8,874.00	12.96	12,778.60
3	867	SY	SawCut Remove Exist. 6" Conc. Drive	7.00	6,069.00	12.00	10,404.00	13.50	11,704.50
4	1,580	SY	Sawcut Remove Exist Conc. Street Pavement	22.50	35,550.00	11.00	17,380.00	13.50	21,330.00
5	17,887	SY	Sawcut & Remove Exist. Asphalt Pavement	7.00	123,889.00	8.00	141,336.00	10.80	190,803.60
6	7,819	LF	Sawcut & Remove Exist. Curb & Gutter	3.70	28,930.30	4.00	31,276.00	2.97	23,222.43
7	6	EA	Tree Removal	300.00	1,800.00	1,050.00	8,300.00	540.00	3,240.00
8	5	EA	Light Pole Base Removal	200.00	1,000.00	1,000.00	5,000.00	270.00	1,350.00
9	17,600	SY	Construct 10" Thick 3600 PSI Reinf. Conc. PVMT	48.00	844,800.00	34.00	599,400.00	35.30	621,280.00
10	1,100	SY	Construct 6" Thick 3600 PSI Reinf. Conc. Drive	41.00	45,100.00	36.00	39,600.00	35.00	38,500.00
11	175	SY	5" Thick 3600 PSI Reinf. Conc. Golf Cart PVMT.	34.00	5,950.00	32.00	5,600.00	35.00	6,125.00
12	1,900	SY	4" Thick, 3600 PSI Reinf. Conc. Sidewalk	25.00	47,500.00	31.00	58,900.00	32.00	60,800.00
13	190	SY	4" Thick Reinf. Exposed Aggregate Sidewalk	30.00	5,700.00	60.00	9,500.00	60.00	9,500.00
14	213	LF	6" Thick 3600 PSI Rein. Concrete Sidewalk Curb	7.00	1,491.00	30.00	6,380.00	10.00	2,130.00
15	20	EA	Barrier Free Ramp	450.00	9,000.00	900.00	18,000.00	500.00	10,000.00
16	1	EA	Barrier Free Median Access Ramp	200.00	200.00	900.00	900.00	1,000.00	1,000.00
17	90	SY	Median Pavers W/ 6" Conc. Base	108.00	9,720.00	80.00	7,200.00	68.00	5,220.00
18	608	LF	Construct Street Header	6.00	3,648.00	14.00	8,512.00	6.00	3,040.00
19	194	T	2" Thick Type D HMAc	78.00	15,132.00	52.00	10,088.00	41.04	7,961.76
20	581	T	4" Thick Type B HMAc	64.00	37,184.00	43.00	24,983.00	37.80	21,981.80
21	7	EA	Street Light Foundation	450.00	3,150.00	790.00	6,630.00	818.00	6,426.00
22	100	LF	2" PVC (SCH40) Street Light Conduit	4.00	400.00	14.00	1,400.00	4.86	486.00
23	834	LF	4" PVC (SCH40) Irrigation Sleeves	6.00	5,004.00	5.50	4,687.00	5.84	4,953.96
24	2,459	LF	1.5" HDPE Communication Conduit	3.50	8,606.50	3.50	8,606.50	4.32	10,622.88
25	17	EA	TYPE 'C' PullBox for Communication	35.00	612.00	590.00	9,010.00	567.00	9,638.00
26	10	EA	Relocate Mail Box	600.00	6,000.00	1,500.00	15,000.00	200.00	2,000.00
27	103	LF	Handrail	100.00	10,300.00	120.00	12,360.00	75.00	7,725.00
28	10	EA	Remove Exist. Inlet	650.00	6,500.00	700.00	7,000.00	421.20	4,212.00
29	3	EA	Remove Exist. Headwalls	500.00	1,600.00	500.00	1,500.00	702.00	2,106.00
30	62	LF	Remove Exist. 18" RCP	7.00	434.00	10.00	620.00	8.64	535.68
31	106	LF	Remove Exist. 21" RCP	7.00	735.00	10.00	1,060.00	8.64	907.20
32	81	LF	Remove Exist. 27" RCP	7.00	567.00	10.00	810.00	8.64	699.84
33	109	LF	Remove Exist. 30" RCP	7.00	763.00	10.00	1,090.00	9.72	1,059.48
34	118	LF	Remove Exist. 36" RCP	12.00	1,416.00	10.00	1,180.00	10.80	1,274.40
35	60	LF	Remove Exist. 39" RCP	12.00	600.00	10.00	500.00	12.96	648.00
36	30	LF	Remove Exist. 42" RCP	12.00	360.00	10.00	300.00	12.96	388.80
37	149	LF	Remove Exist. 48" RCP	12.00	1,788.00	10.00	1,490.00	12.96	1,931.04
38	950	LF	F&I 18" RCP	46.00	43,700.00	40.00	38,000.00	34.66	32,832.00
39	190	LF	F&I 21" RCP	52.00	9,880.00	55.00	10,450.00	37.80	7,182.00
40	42	LF	F&I 24" RCP	58.00	2,438.00	65.00	2,730.00	44.28	1,859.76
41	170	LF	F&I 30" RCP	66.00	11,220.00	75.00	12,750.00	55.08	9,363.60
42	638	LF	F&I 36" RCP	92.00	58,896.00	85.00	54,230.00	76.88	48,921.84
43	442	LF	F&I 42" RCP	120.00	53,040.00	115.00	50,830.00	98.28	43,439.76
44	580	LF	F&I 48" RCP	142.00	82,360.00	127.00	73,660.00	125.28	72,882.40
45	2	EA	Reconstruct Exist 10' Inlet Top	1,700.00	3,400.00	2,200.00	4,400.00	2,268.00	4,536.00
46	7	EA	Construct 6' Standard Inlet	1,700.00	11,900.00	2,000.00	14,000.00	2,025.00	14,175.00
47	2	EA	Construct 10' Standard Inlet	2,800.00	5,600.00	2,300.00	4,600.00	2,532.60	5,065.20
48	2	EA	Construct 14' Standard Inlet	3,900.00	7,800.00	3,200.00	6,400.00	3,483.00	6,966.00
49	2	EA	Construct 20' Standard Inlet	5,600.00	11,200.00	4,300.00	8,600.00	4,671.00	9,342.00
50	2	EA	Construct 6' Recessed Inlet	2,020.00	4,040.00	2,000.00	4,000.00	2,160.00	4,320.00
51	1	EA	Construct 14' Recessed Inlet	4,840.00	4,840.00	3,200.00	3,200.00	3,510.00	3,510.00
52	1	SY	Construct 20' Recessed Inlet	5,860.00	6,680.00	4,300.00	4,300.00	4,698.00	4,698.00
53	2	EA	Construct 10' Combination Inlet	3,000.00	6,000.00	3,600.00	7,200.00	3,834.00	7,668.00
54	1	EA	Construct Type 'M' Manhole	2,900.00	2,900.00	4,800.00	4,800.00	5,618.00	5,618.00
55	1	EA	Construct Junction Box (C-1)	3,000.00	3,000.00	4,000.00	4,000.00	4,320.00	4,320.00
56	1	EA	Construct Junction Box (C-2) w/Riser	3,800.00	3,800.00	4,000.00	4,000.00	4,536.00	4,536.00
57	1	EA	Construct Type 'A' Headwall (Line C-2)	2,850.00	2,850.00	3,600.00	3,600.00	3,747.80	3,747.80
58	1	EA	Construct Type 'A' Headwall (Line F)	1,950.00	1,950.00	1,700.00	1,700.00	1,620.00	1,620.00
59	1	EA	Construct Type 'A' Headwall (Line A&F)	3,600.00	3,600.00	5,600.00	5,600.00	4,538.00	4,538.00
60	106	SY	Construct 4" thick 3600 PSI Concrete Rip-Rap	30.00	3,150.00	66.00	6,930.00	78.84	8,278.20
61	1	EA	Cut & Plug 27" RCP	300.00	300.00	700.00	700.00	76.68	76.68
62	247	LF	F&I 8" Class 200, AWWA C900, Water Main	28.00	6,918.00	39.00	9,633.00	62.64	15,472.08
63	1,379	LF	F&I 12" Class 150, AWWA C900, Water Main	42.00	57,918.00	40.00	55,160.00	41.04	56,594.16

City of Farmers Branch
 Bid Tabulation
PROJECT: Brookhaven Club Drive Reconstruction

Bid Opening Date: 2/12/02
 Time: 2:30 p.m.

Bid No.: 02-15
 Sheet 2A of 6

Farmers Branch

Calendar Days : 366

Bid Item#	UNIT	UNIT MEAS.	DESCRIPTION	Engineer's Estimate		Sutton & Associates, Inc.		Gibson & Associates, Inc.	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
64	1	LS	0" Irrigation Lines Lowering	1,000.00	\$1,000.00	3,700.00	\$3,700.00	3,284.00	\$3,284.00
65	2	EA	F&I 6" Gate Valve w/Box	840.00	1,920.00	870.00	2,610.00	874.80	2,824.40
66	5	EA	F&I 8" Gate Valve w/Box	850.00	4,250.00	940.00	4,700.00	1,198.32	5,991.60
67	4	EA	F&I 12" Gate Valve w/Box	1,400.00	8,400.00	1,800.00	10,800.00	1,838.00	11,018.00
68	2	CA	8" Tapping Sleeve & Valve	2,000.00	4,000.00	3,000.00	7,800.00	2,846.00	5,292.00
69	1	EA	12" Tapping Sleeve & Valve	3,000.00	3,000.00	4,300.00	4,300.00	4,050.00	4,050.00
70	3	CA	Standard Firehydrant	1,720.00	5,160.00	2,500.00	7,500.00	1,742.00	5,246.00
71	48	LF	5" PVC Firehydrant Lead-In	21.00	1,008.00	35.00	1,680.00	33.48	1,607.04
72	3	CA	3/4" Copper Service Line incl. Tap	370.00	1,110.00	700.00	2,100.00	623.40	1,871.40
73	1	EA	1 1/2" Copper Service Line Incl. Tap	545.00	545.00	1,000.00	1,000.00	981.20	981.20
74	5	SY	2" Copper Service Line incl. Tap	726.00	3,625.00	1,400.00	7,000.00	1,215.00	6,075.00
75	3	EA	Cut & Plug Exist. 8" Water Main	300.00	900.00	600.00	1,800.00	810.00	2,430.00
76	4	EA	Cut & Plug Exist. 12" Water Main	320.00	1,280.00	800.00	3,200.00	1,344.60	5,376.40
77	2	CA	F&I 8" Plug	250.00	500.00	350.00	700.00	247.00	494.00
78	1	LF	F&I 12" Plug	300.00	300.00	400.00	400.00	356.40	356.40
79	2	EA	Remove & Salvage Exist. Firehydrant	300.00	600.00	350.00	700.00	162.00	324.00
80	1	LS	Sprinkler System Adjustment	1,000.00	1,000.00	3,800.00	3,800.00	8,000.00	3,000.00
81	1	EA	Relocate Air Release Valve at Marsh Ln	650.00	650.00	1,200.00	1,200.00	999.00	999.00
82	20	CA	Adjust Water Meter Box	210.00	4,200.00	150.00	3,000.00	199.80	3,996.00
83	14	EA	Adjust Water Valve Cvr & Valve Slack	210.00	2,940.00	190.00	2,100.00	280.20	4,006.80
84	3	EA	Adjust Waste Water Mainline Cleanout	225.00	675.00	300.00	900.00	324.00	972.00
85	1	CA	Adjust Waste Water Lateral Cleanout	110.00	110.00	300.00	300.00	280.80	280.80
86	3	EA	Adjust Waste Water Manhole	330.00	990.00	360.00	1,080.00	324.00	972.00
87	9	EA	Abandon Valve Box	100.00	900.00	100.00	900.00	81.00	729.00
88	1	EA	Watermain Connection (12"x24") at Marsh	600.00	600.00	2,500.00	2,500.00	2,592.00	2,592.00
89	4,453	EA	Trench Safety & Support	2.10	9,361.00	1.50	6,679.50	1.08	4,809.24
90	1	LS	Trench Safety Design	1,000.00	1,000.00	750.00	750.00	1,296.00	1,296.00
91	12	MO	Traffic Control	2,000.00	24,000.00	3,334.00	40,008.00	14,440.00	173,280.00
92	1	LS	Traffic Control Design	500.00	500.00	2,000.00	2,000.00	500.00	500.00
93	1	LS	Erosion Control Devices	2,000.00	2,000.00	10,000.00	10,000.00	3,200.00	3,200.00
94	5,155	SY	Turf Establishment/Soil Rod	6.90	36,569.50	5.00	25,775.00	4.24	27,289.95
95	88	EA	Tree Pruning & Protection	300.00	17,400.00	100.00	5,800.00	270.00	15,660.00
96	250	T	Crushed Lime Stone	30.00	7,500.00	25.00	6,250.00	14.00	3,750.00
97	114	CA	4" Sq White Ref. Traffic Button (RAY-O-LITE II CR)	6.00	684.00	6.00	684.00	3.24	369.00
98	554	EA	4" Non Ref. Traffic Button (P7 Permark)	4.20	2,326.80	3.25	1,800.50	2.97	1,645.38
99	81	EA	4" White Ref. Traffic Buttons	4.35	2,301.75	4.50	2,362.50	8.48	343.44
100	170	EA	4" Ref. Yellow Traffic Buttons (RAY-O-LITE IIA)	4.38	744.60	4.50	765.00	3.51	596.70
101	128	CA	6" SQ. Ref. Jiggle Hat Tiles	19.00	2,432.00	16.00	2,048.00	10.20	2,024.80
102	2,455	LF	4" Wide, White Extr. Thermoplastic Ln. Markings	1.50	3,682.50	1.25	3,068.75	1.08	2,651.40
103	53	LF	4" Wide, Yellow Extruded thermo. Ln. Markings	3.00	159.00	1.25	66.25	1.08	57.24
104	530	LF	12" Wide White Extruded Thermo. Cross Walk	4.00	2,120.00	4.50	2,385.00	2.70	1,431.00
105	313	LF	24" Wide White Extruded Thermo. Stop Bar	7.40	2,316.20	9.00	2,817.00	6.94	1,859.22
106	6	EA	White Extruded Thermo. Lane Direction Arrow	100.00	600.00	92.00	732.00	91.80	734.40
107	4	EA	White Extruded Thermo. Lane Direction Word	120.00	480.00	115.00	460.00	108.00	432.00
108	685	LF	4" White Painted Strips	0.25	173.75	1.00	685.00	0.54	375.00
109	4	EA	Flashing Beacons	6,000.00	20,000.00	2,000.00	10,400.00	2,400.00	9,720.00
110	1,118	LF	2" Electrical PVC Conduit for flashing beacon	3.80	4,240.80	4.25	4,743.00	4.66	5,221.78
111	7	EA	Type "A" PullBox	480.00	3,150.00	470.00	3,290.00	667.00	3,969.00
112	10	EA	New Sign Assembly	240.00	2,400.00	500.00	5,000.00	348.50	3,485.00
113	12	CA	Relocate Signs	150.00	1,800.00	200.00	2,400.00	220.00	2,640.00
114	3	EA	Reset Signs	100.00	300.00	180.00	540.00	188.00	564.00
115	1	LS	Traffic Signal Installation at Marsh Ln	106,300.00	106,300.00	150,000.00	150,000.00	148,839.80	148,839.80

Total Amount Bid for Brookhaven Club Dr (Farmers Branch)	\$2,001,486.70	\$1,845,449.00	\$1,981,427.04
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City of Farmers Branch
 Bid Tabulation
PROJECT: Brookhaven Club Drive Reconstruction

Bid Opening Date: 2/12/02
 Time: 2:30 p.m.

Bid No.: 02-15
 Sheet 3A of 6

Addison

Calendar Days: 365

Bid Item#	UNIT	UNIT MEAS.	DESCRIPTION	Engineer's Estimate		Sutton & Associates, Inc.		Gibson & Associates, Inc.	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	1	LR	Earthwork	2,000.00	\$2,000.00	6,000.00	\$5,000.00	3,204.00	\$3,294.00
2	16	SY	SawCut Remove ExisL 4" Conc. Sidewalk	0.00	162.00	15.00	270.00	10.00	194.40
3	46	SY	SawCut Remove Exist. Conc. Pavement	22.50	1,035.00	16.00	690.00	16.20	745.20
4	652	SY	Sawcut & Remove Exist. Asphalt Pavement	6.50	4,303.20	10.00	6,520.00	10.80	7,041.60
5	580	LF	Sawcut & Remove Exist. Curb & Gutter	3.70	2,166.20	6.00	2,930.00	3.24	1,898.04
6	50	SY	Construct 40" Thick 3600 PSI Reinf. Conc. PVT	47.60	2,380.00	70.00	3,500.00	45.00	2,250.00
7	25	SY	4" Thick 3600 PSI Reinf. Concrete Sidewalk	24.75	818.75	35.00	875.00	32.00	800.00
8	589	LF	24" Reinf. Conc. Curb & Gutter	12.80	7,539.20	20.00	11,780.00	17.50	10,307.50
9	73	T	2" Thick Type 'D' HMA	76.00	5,894.00	77.00	5,621.00	72.36	5,282.28
10	216	T	8" Thick Type 'B' HMA	64.00	13,952.00	54.50	11,881.00	72.36	15,774.48
11	3	EA	Barrier Free Ramp	450.00	1,350.00	900.00	2,700.00	600.00	1,500.00
12	1	EA	Barrier Free Median Access Ramp	200.00	200.00	900.00	900.00	1,000.00	1,000.00
13	16	EA	4" Sq White Ref. Traffic Button (RAY-O-LITE II CR)	5.00	80.00	4.50	72.00	3.24	51.84
14	48	EA	4" Non Ref. Traffic Button (P7 Permark)	4.20	201.60	3.25	156.00	2.97	142.56
15	17	EA	4" Ref. Yellow Traffic Buttons (RAY-O-LITE IIA)	4.35	73.95	4.50	76.50	3.51	59.67
16	20	EA	6" SQ. Ref. Jiggle Bar Tiles	16.75	375.00	16.00	320.00	16.20	324.00
17	136	LF	12" Wide White Extruded Thermo. Cross Walk	4.00	544.00	4.50	612.00	2.70	367.20
18	43	LF	24" Wide White Extruded Thermo. Cross Walk	7.40	318.20	9.00	387.00	5.94	265.42
19	4	EA	White Extruded Thermo. Lane Direction Arrows	100.00	400.00	92.00	368.00	91.80	367.20
20	2	EA	White Extruded Thermo. Lane Direction Word	120.00	240.00	116.00	230.00	108.00	216.00
21	1	LS	Sprinkler System Adjustments	500.00	500.00	3,000.00	3,000.00	1,000.00	1,000.00
22	233	BY	Bermuda Grass Block Sod w/ 2" Top Soil	7.00	1,631.00	5.00	1,165.00	5.29	1,232.57
Total Amount Bid for Brookhaven Club (Addison)					\$45,766.10		\$59,053.50		\$54,104.58

Grand-Total Amount Bid for Brookhaven Club (F. B. & Addison)	\$2,047,251.80	\$1,904,502.50	\$2,035,531.60
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City of Farmers Branch
 Bid Tabulation
PROJECT: Brookhaven Club Drive Reconstruction

Bid Opening Date: 2/12/02
 Time: 2:30 p.m.

Bid No.: 02-15
 Sheet 1B of 6

Farmers Branch

Calendar Days: 365

Bid Item#	UNIT	UNIT MEAS.	DESCRIPTION	Camino Construction, Inc.		TISEO Paving Co.		McMahon Contracting LP.	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	500	CY	Unclassified Excavation	12.00	\$6,000.00	8.00	\$4,000.00	11.33	\$5,665.00
2	988.00	SY	SawCut Remove Exist. 4" Conc. Sidewalk	9.00	8,874.00	5.00	4,930.00	5.34	5,266.24
3	867	SY	SawCut Remove Exist. 6" Conc. Drive	9.00	7,803.00	5.25	4,551.75	6.34	4,829.78
4	1,580	SY	Sawcut Remove Exist Conc. Street Pavement	9.00	14,220.00	5.25	8,295.00	7.00	11,060.00
5	17,657	SY	Sawcut & Remove Exist. Asphalt Pavement	7.79	137,525.93	5.25	92,751.75	9.88	174,198.82
6	7,819	LF	Sawcut & Remove Exist. Curb & Gutter	10.00	78,190.00	2.25	17,592.75	5.82	46,506.58
7	6	EA	Tree Removal	500.00	3,000.00	225.00	1,350.00	300.00	1,800.00
8	5	EA	Light Pole Base Removal	250.00	1,250.00	400.00	2,000.00	420.00	2,100.00
9	17,800	SY	Construct 10" Thick 3600 PSI Reinf. Conc. PVMT	37.00	651,200.00	44.00	774,400.00	35.86	827,818.00
10	1,100	SY	Construct 6" Thick 3600 PSI Reinf. Conc. Drive	35.00	38,600.00	35.00	38,500.00	38.55	42,405.00
11	175	SY	6" Thick 3600 PSI Reinf. Conc. Golf Cart PVMT.	32.00	5,600.00	34.00	5,950.00	38.59	6,401.60
12	1,900	SY	4" Thick, 3600 PSI Reinf. Conc. Sidewalk	30.00	57,000.00	30.00	57,000.00	35.34	67,148.00
13	190	SY	4" Thick Reinf. Exposed Aggregate Sidewalk	41.00	7,790.00	52.00	9,880.00	39.84	7,589.60
14	213	LF	8" Thick 3600 PSI Reinf. Concrete Sidewalk Curb	6.00	1,278.00	67.00	12,141.00	22.50	4,792.50
15	20	EA	Barrier Free Ramp	600.00	12,000.00	1,200.00	24,000.00	850.00	17,000.00
16	1	EA	Barrier Free Median Access Ramp	700.00	700.00	5,000.00	5,000.00	860.00	860.00
17	90	SY	Median Pavers W/ 6" Conc. Base	75.00	6,750.00	70.00	6,300.00	77.46	6,971.40
18	808	LF	Construct Street Header	20.00	12,160.00	7.00	4,268.00	7.50	4,680.00
19	194	T	2" Thick Type D HMAC	55.00	10,670.00	55.00	10,670.00	62.00	12,028.00
20	681	T	4" Thick Type B HMAC	55.00	31,955.00	60.00	29,050.00	65.20	32,071.20
21	7	EA	Street Light Foundation	755.00	5,285.00	775.00	5,425.00	860.00	5,950.00
22	100	LF	2" PVC (SCH40) Street Light Conduit	14.00	1,400.00	13.25	1,325.00	15.00	1,500.00
23	834	LF	4" PVC (SCH40) Irrigation Sleeves	6.00	5,004.00	6.50	4,587.00	8.00	5,004.00
24	2,459	LF	1.5" HDPE Communication Conduit	3.50	8,606.50	3.50	8,606.50	3.80	8,852.40
25	17	EA	TYPE 'C' PullBox for Communication	515.00	8,755.00	525.00	8,925.00	560.00	9,520.00
26	10	EA	Relocate Mail Box	200.00	2,000.00	380.00	3,600.00	250.00	2,600.00
27	103	LF	Handrail	80.00	8,240.00	110.00	11,330.00	105.00	10,815.00
28	10	EA	Remove Exist. Inlet	300.00	3,000.00	600.00	8,000.00	600.00	6,000.00
29	3	EA	Remove Exist. Headwall	400.00	1,200.00	725.00	2,175.00	500.00	1,500.00
30	62	LF	Remove Exist. 18" RCP	9.00	558.00	10.00	620.00	8.00	496.00
31	105	LF	Remove Exist. 21" RCP	10.00	1,050.00	10.00	1,050.00	8.00	840.00
32	81	LF	Remove Exist. 27" RCP	12.00	972.00	11.00	891.00	8.00	648.00
33	109	LF	Remove Exist. 30" RCP	13.00	1,417.00	12.25	1,336.25	8.00	872.00
34	118	LF	Remove Exist. 36" RCP	14.00	1,652.00	12.25	1,445.50	9.00	1,062.00
35	50	LF	Remove Exist. 39" RCP	15.00	750.00	12.25	612.50	10.00	500.00
36	30	LF	Remove Exist. 42" RCP	17.00	510.00	13.25	397.50	12.00	360.00
37	149	LF	Remove Exist. 48" RCP	18.00	2,682.00	13.25	1,974.25	12.00	1,788.00
38	950	LF	F&I 18" RCP	41.00	38,950.00	37.00	35,150.00	66.65	83,317.50
39	180	LF	F&I 21" RCP	53.00	10,070.00	41.00	7,790.00	90.78	17,248.20
40	42	LF	F&I 24" RCP	57.00	2,394.00	47.00	1,974.00	142.44	5,982.48
41	170	LF	F&I 30" RCP	73.00	12,410.00	69.00	10,030.00	95.94	16,309.80
42	838	LF	F&I 36" RCP	89.00	56,782.00	74.00	47,212.00	96.43	81,522.34
43	442	LF	F&I 42" RCP	110.00	48,620.00	96.00	42,432.00	138.95	60,631.90
44	580	LF	F&I 48" RCP	129.00	74,820.00	109.00	63,220.00	146.82	84,459.60
45	2	EA	Reconstruct Exist 10' Inlet Top	1,700.00	3,400.00	2,200.00	4,400.00	1,800.00	3,600.00
46	7	EA	Construct 6' Standard Inlet	2,400.00	16,800.00	2,100.00	14,700.00	2,000.00	14,000.00
47	2	EA	Construct 10' Standard Inlet	2,700.00	5,400.00	3,000.00	6,000.00	2,500.00	5,000.00
48	2	EA	Construct 14' Standard Inlet	3,200.00	8,400.00	3,550.00	7,100.00	3,500.00	7,000.00
49	2	EA	Construct 20' Standard Inlet	3,980.00	7,920.00	4,000.00	8,000.00	4,700.00	9,400.00
50	2	EA	Construct 6' Recessed Inlet	2,600.00	5,200.00	2,200.00	4,400.00	2,000.00	4,000.00
51	1	EA	Construct 14' Recessed Inlet	3,100.00	3,100.00	3,700.00	3,700.00	3,500.00	3,500.00
52	1	SY	Construct 20' Recessed Inlet	4,260.00	4,260.00	4,200.00	4,200.00	4,700.00	4,700.00
53	2	EA	Construct 10' Combination Inlet	3,600.00	7,200.00	3,600.00	7,000.00	3,850.00	7,700.00
54	1	EA	Construct Type 'M' Manhole	3,300.00	3,300.00	4,700.00	4,700.00	5,050.00	5,050.00
55	1	EA	Construct Junction Box (C-1)	4,200.00	4,200.00	4,200.00	4,200.00	4,450.00	4,450.00
56	1	EA	Construct Junction Box (C-2) w/Riser	4,900.00	4,900.00	4,400.00	4,400.00	4,700.00	4,700.00
57	1	EA	Construct Type 'A' Headwall (Line C-2)	3,500.00	3,500.00	8,000.00	8,000.00	3,400.00	3,400.00
58	1	EA	Construct Type 'A' Headwall (Line F)	3,400.00	3,400.00	8,000.00	8,000.00	1,350.00	1,350.00
59	1	EA	Construct Type 'A' Headwall (Line A&F)	4,000.00	4,000.00	9,400.00	9,400.00	4,600.00	4,500.00
60	105	SY	Construct 4" Thick 3600 PSI Concrete Rip-Rap	37.00	3,885.00	36.50	4,042.50	75.00	7,875.00
61	1	EA	Cut & Plug 27" RCP	370.00	370.00	226.00	225.00	300.00	300.00
62	247	LF	F&I 8" Class 200, AWWA C900, Water Main	85.00	20,995.00	38.50	9,509.50	88.12	18,331.64
63	1,379	LF	F&I 12" Class 150, AWWA C900, Water Main	88.00	93,772.00	41.00	56,539.00	66.79	78,313.41

City of Farmers Branch
 Bid Tabulation
PROJECT: Brookhaven Club Drive Reconstruction

Bid Opening Date: 2/12/02
 Time: 2:30 p.m.

Bid No.: 02-15
 Sheet 2B of 6

Farmers Branch

Calendar Days: 365

Bid Item#	UNIT	UNIT MEAS.	DESCRIPTION	Gamino Construction, Inc.		TISEO Paving Co.		McMahon Contracting LP.	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
64	1	LS	6" Irrigation Lines Lowering	3,880.00	\$3,880.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00
65	3	EA	F&I 6" Gate Valve w/Box	600.00	\$1,800.00	725.00	\$2,175.00	625.00	\$1,875.00
66	5	EA	F&I 8" Gate Valve w/Box	800.00	4,000.00	975.00	4,875.00	825.00	4,125.00
67	8	EA	F&I 12" Gate Valve w/Box	1,200.00	7,200.00	1,700.00	10,200.00	1,250.00	7,500.00
68	2	EA	8" Tapping Sleeve & Valve	2,700.00	5,400.00	1,300.00	2,600.00	1,500.00	3,000.00
69	1	EA	12" Tapping Sleeve & Valve	3,700.00	3,700.00	3,300.00	3,300.00	2,750.00	2,750.00
70	3	EA	Standard Firehydrant	1,700.00	5,100.00	1,800.00	5,400.00	2,300.00	6,900.00
71	48	LF	6" PVC Firehydrant Lead-In	38.00	1,824.00	25.00	1,200.00	30.00	1,440.00
72	3	EA	3/4" Copper Service Line incl. Tap	400.00	1,200.00	650.00	1,950.00	450.00	1,350.00
73	1	EA	1 1/2" Copper Service Line incl. Tap	850.00	850.00	1,000.00	1,000.00	850.00	850.00
74	5	SY	2" Copper Service Line incl. Tap	600.00	4,500.00	1,000.00	5,000.00	650.00	3,250.00
75	3	EA	Cut & Plug Exist. 8" Water Main	600.00	1,500.00	625.00	1,875.00	175.00	625.00
76	4	EA	Cut & Plug Exist. 12" Water Main	600.00	2,400.00	1,000.00	4,000.00	200.00	800.00
77	2	EA	F&I 8" Plug	120.00	240.00	225.00	450.00	125.00	250.00
78	1	LF	F&I 12" Plug	170.00	170.00	300.00	300.00	150.00	150.00
79	2	EA	Remove & Bypass Exist. Firehydrant	260.00	520.00	450.00	900.00	600.00	1,200.00
80	1	LS	Sprinkler System Adjustment	20,000.00	20,000.00	27,500.00	27,500.00	12,000.00	12,000.00
81	1	EA	Relocate Air release Valve at Marsh Ln	1,500.00	1,500.00	4,300.00	4,300.00	1,200.00	1,200.00
82	20	EA	Adjust Water Meter Box	35.00	700.00	150.00	3,000.00	150.00	3,000.00
83	14	EA	Adjust Water Valve Cvr & Valve Stack	35.00	490.00	250.00	3,500.00	200.00	2,800.00
84	3	EA	Adjust Waste Water Mainline Cleanout	35.00	105.00	200.00	600.00	250.00	750.00
85	1	EA	Adjust Waste Water Lateral Cleanout	35.00	35.00	250.00	250.00	300.00	300.00
86	3	EA	Adjust Waste Water Manhole	260.00	780.00	350.00	1,050.00	250.00	750.00
87	9	EA	Abandon Valve Box	35.00	315.00	200.00	1,800.00	150.00	1,350.00
88	1	EA	Watermain Connection (12"x24") at Marsh	2,189.00	2,189.00	3,300.00	3,300.00	750.00	750.00
89	4,453	CA	Trench Safety & Support	0.25	1,113.25	3.50	15,585.50	1.00	4,453.00
90	1	LS	Trench Safety Design	1,000.00	1,000.00	1,000.00	1,000.00	500.00	500.00
91	12	MO	Traffic Control	2,920.00	35,040.00	7,000.00	84,000.00	18,370.00	220,440.00
92	1	LS	Traffic Control Design	4,000.00	4,000.00	7,000.00	7,000.00	750.00	750.00
93	1	LS	Erosion Control Devices	10,000.00	10,000.00	11,000.00	11,000.00	3,500.00	3,500.00
94	5,155	SY	Turf Establishment/Solid Sod	4.50	23,455.25	3.50	18,042.50	5.50	28,352.50
95	58	EA	Tree Pruning & protection	368.00	20,784.00	100.00	5,800.00	325.00	18,850.00
96	250	T	Crushed Lime Stone	25.00	6,250.00	35.00	8,750.00	24.00	6,000.00
97	114	EA	4" Sq White Ref. Traffic Button (RAY-O-LITE II CR	6.00	684.00	5.50	627.00	4.80	547.20
98	554	EA	6" Non Ref. Traffic Button (P7 Permark)	5.00	2,770.00	5.50	3,047.00	3.50	1,939.00
99	53	EA	4" White Ref. Traffic Buttons	6.00	318.00	5.50	291.50	4.80	254.40
100	170	EA	4" Ref. Yellow Traffic Buttons (RAY-O-LITE IIA)	6.00	1,020.00	5.50	935.00	4.80	816.00
101	128	CA	6" Sq. Ref. Jiggle Bar Tiles	17.00	2,176.00	16.50	2,112.00	17.00	2,178.00
102	2,455	LF	4" Wide, White Extr. Thermoplastic Ln. Markings	1.00	2,455.00	1.00	2,455.00	1.20	2,946.00
103	53	LF	4" Wide, Yellow Extruded Thermo. Ln. Markings	2.00	106.00	2.00	106.00	1.20	63.60
104	530	LF	12" Wide White Extruded Thermo. Cross Walk	4.00	2,120.00	4.00	2,120.00	4.80	2,544.00
105	313	LF	24" Wide White Extruded Thermo. Stop Bar	8.00	2,504.00	8.00	2,504.00	9.60	3,004.80
106	8	CA	White Extruded Thermo. Lane Direction Arrows	140.00	1,120.00	200.00	1,600.00	100.00	800.00
107	4	EA	White Extruded Thermo. Lane Direction Word	220.00	880.00	225.00	900.00	120.00	480.00
108	695	LF	4" White Painted Stripe	1.00	695.00	1.00	695.00	0.60	417.00
109	4	EA	Flashing Beacons	2,475.00	9,900.00	2,500.00	10,000.00	2,700.00	10,800.00
110	1,116	LF	2" Electrical PVC Conduit for flashing beacon	4.15	4,631.40	4.25	4,743.00	4.50	5,022.00
111	7	EA	Type 'A' Pull Box	455.00	3,185.00	450.00	3,150.00	500.00	3,500.00
112	10	EA	New Sign Assemblies	450.00	4,500.00	500.00	5,000.00	550.00	5,500.00
113	12	EA	Relocate Signs	150.00	1,800.00	350.00	4,200.00	370.00	4,440.00
114	3	EA	Reset Signs	150.00	450.00	350.00	1,050.00	230.00	690.00
115	1	LS	Traffic Signal Installation at Marsh LN	175,536.00	175,536.00	180,000.00	180,000.00	192,000.00	192,000.00

Total Amount Bid for Brookhaven Club Dr (Farmers Branch)	\$1,981,368.33	\$2,018,480.25	\$2,215,334.19
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City of Farmers Branch
 Bid Tabulation
PROJECT: Brookhaven Club Drive Reconstruction

Bid Opening Date: 2/12/02
 Time: 2:30 p.m.

Bid No.: 02-15
 Sheet 3B of 6

Addison

Calendar Days: 365

Bid Item#	UNIT	UNIT MEAS.	DESCRIPTION	Camino Construction, Inc.		TISEO Paving Co.		McMahon Contracting LP.	
				UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
1	1	LS	Earthwork	12,774.00	\$12,774.00	2,500.00	\$2,500.00	4,500.00	\$4,500.00
2	18	SY	SawCut Remove Exist. 4" Conc. Sidewalk	9.00	182.00	20.00	360.00	10.00	180.00
3	46	SY	SawCut Remove Exist. Conc. Pavement	10.00	460.00	20.00	920.00	10.00	460.00
4	652	SY	Sawcut & Remove Exist. Asphalt Pavement	10.00	6,520.00	9.00	5,868.00	10.00	6,520.00
5	686	LF	Sawcut & Remove Exist. Curb & Gutter	10.00	6,860.00	4.00	2,744.00	8.50	4,981.00
6	50	SY	Construct 10" Thick 3800 PSI Reinf. Conc. PVMT	56.00	2,800.00	75.00	3,750.00	46.00	2,250.00
7	25	SY	4" Thick 3800 PSI Reinf. Concrete Sidewalk	30.00	750.00	35.00	875.00	45.00	1,125.00
8	589	LF	24" Reinf. Conc. Curb & Gutter	27.00	15,903.00	15.00	8,835.00	15.50	9,129.50
9	13	T	2" Thick Type 'D' HMAC	70.00	5,110.00	55.00	4,015.00	53.00	3,889.00
10	218	T	0" Thick Type 'B' HMAC	70.00	15,260.00	50.00	10,900.00	55.20	12,033.60
11	3	EA	Barrier Free Ramp	1,227.00	3,681.00	1,200.00	3,600.00	850.00	2,550.00
12	1	EA	Barrier Free Median Access Ramp	1,094.00	1,094.00	5,000.00	5,000.00	850.00	850.00
13	16	EA	4" Sq White Ref. Traffic Button (RAY-O-LITE II CR)	5.00	80.00	5.50	88.00	4.80	76.80
14	46	EA	4" Non Ref Traffic Button (P7 Parmark)	5.00	240.00	5.50	254.00	3.45	158.60
15	17	EA	4" Ref. Yellow Traffic Buttons (RAY-O-LITE IIA)	5.00	102.00	5.50	93.50	4.80	81.60
16	20	EA	5" SQ. Ref. Jiggle Bar Tiles	17.00	340.00	18.50	330.00	17.00	340.00
17	136	LF	12" Wide White Extruded Thermo. Cross Walk	4.00	544.00	4.00	544.00	4.80	652.80
18	43	LF	24" Wide White Extruded Thermo. Cross Walk	8.00	344.00	8.00	344.00	9.60	412.80
19	4	EA	White Extruded Thermo. Lane Direction Arrows	140.00	560.00	200.00	800.00	100.00	400.00
20	2	EA	White Extruded Thermo. Lane Direction Word	220.00	440.00	225.00	450.00	120.00	240.00
21	1	LS	Sprinkler System Adjustments	3,000.00	3,000.00	3,000.00	3,000.00	5,500.00	5,500.00
22	233	SY	Bermuda Grass Block Box w/ 2" Top Soil	6.00	1,165.00	3.50	815.50	8.60	1,514.50
Total Amount Bid for Brookhaven Club (Addison)					\$77,205.00		\$55,898.00		\$57,832.20

Grand-Total Amount Bid for Brookhaven Club (F. B. & Addison)	\$2,058,571.33	\$2,074,176.25	\$2,273,168.39
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FAX TRANSMITTAL
ENGINEERING DEPARTMENT
PO BOX 819010
13000 WILLIAM DODSON PKWY.
FARMERS BRANCH, TX 75381
(972) 919-2588 ofc. (972) 919-2585 fax

DATE: 13 FEB 2002

TO: SIM PIERCE

FAX NO.: 972-950-0837

No. of Pgs. 7 (includes cover)

FROM: ANDY WAINHOOD Phone No: _____

SUBJECT: BLACK HAVEN BID #10

COMMENTS:

PLEASE CALL OUR OFFICE IF YOU DID NOT RECEIVE ALL TRANSMITTED PAGES.

2-13-02

Steve - Farmers Branch Agenda Item

- a) Council Memo - E mailed to you
- b) 1/2 Size Drawings - Needed to attach to Memo - coming to me from Randy Wal hood, 972-919-2588
- c) Interlocal Agreement - K. Dippel has hard copy and is working with F.B. attorney on final wording. Document will be E-mailed to me and I will forward to you. (Done)
- d) DART LAP/CMS funding application - attached. (See Ellen typed this up)
- e) Council Resolution - E-mailed to you

Farmers Branch
Interlocal Agreement

3-8-02

Discussed with Jerry - the agreements
have been signed and are on their
way to me.

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLES&THOMPSON.COM

March 4, 2002

VIA TELECOPY (972-650-7105)

Mr. John F. Boyle, Jr.
Boyle & Lowry
4201 Wingren, Ste. 108
Irving, TX 75062-2763

Re: Farmers Branch/Addison Interlocal Agreement

Dear John:

As we discussed over the telephone this afternoon, we have only a couple of comments regarding the proposed Interlocal Agreement between Farmers Branch and Addison:

1. Change the first part of Section 1.4 to read as follows: "Upon completion of the improvements within Addison to Addison's satisfaction, Addison shall accept the improvements..."
2. Change the date (December 31, 2001) in Section 4.1. You and I discussed changing the date to December 31, 2002.
3. We would like to see if, with respect to any insurance and any indemnity being required of the contractor, that the contractor be required to name the Town of Addison as an additional insured in any insurance policies, and that the Town of Addison, its officials, officers, and employees be named as indemnified persons, to the extent that work is being performed in the Town of Addison. If that needs to be added to the contract, please do so.

Please give me a call if you have any questions regarding these.

Very truly yours,


John M. Hill

cc: Mr. Jim Pierce
Mr. Ken Dippel

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793
TEL 214.672.2000 FAX 214.672.2020
WWW.COWLES&THOMPSON.COM

COWLES & THOMPSON
A Professional Corporation
ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: March 4, 2002 Time: _____

Total Number of Pages (including this sheet): 2

Normal/Rush: Normal Client/Matter #: 3195/25211

TO: (1) Jim Pierce FAX: (972) 450-2837

FROM: John M. Hill Direct Dial #: (214) 672-2170

MESSAGE:

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL OUR SERVICE CENTER
AT (214) 672-2508
or Yolanda Rodriguez at (214) 672-2629
Thank you.**

IMPORTANT\CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

Addison!

JIM PIERCE, P.E.
Assistant Public Works Director
(972) 450-2879
(972) 450-2837 FAX
jpierce@ci.addison.tx.us

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

2-8-02

Steve

Please follow thru
with this for next
agenda.

I will have the
application ~~to~~ to set the
project up for DART LAP
ready to go.

Jim

complete
2/18/02
SZC

TOWN OF
ADDISON

PUBLIC WORKS

To: Ken Dippel

From: **Jim Pierce, P.E.**
Asst. Public Wks. Dir.
Phone: 972/450-2879
FAX: 972/450-2837
jpierce@ci.addison.tx.us

Company: Cowles & Thompson

FAX #: _____

Date: 2-8-02

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

of pages (including cover): 10

Re: Interlocal Agreement w Farmers Branch

- Original in mail Per your request FYI Call me

Comments: _____

*Please review so you can
approve as to form.*

*We would like to put this on
the next Council meeting*

*Thanks
Jim*

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT

This Agreement (the "Agreement") is made this the _____ day of _____, 2002, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Addison").

WHEREAS, the City of Farmers Branch desires to reconstruct Brookhaven Club Drive between Golfing Green Drive and Marsh Lane, and such reconstruction includes intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Farmers Branch, as set forth on the attached Exhibit "A"; and

WHEREAS, the Town of Addison desires to make intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison, as set forth on the attached Exhibit "A"; and

WHEREAS, intersection improvements at Brookhaven Club Drive and Marsh Lane within Addison and Farmers Branch will increase safety and reduce congestion that will result in great and lasting benefit to the people of Farmers Branch and Addison;

WHEREAS, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

1. TERMS OF AGREEMENT

1.1 Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

1.2 Construction. Farmers Branch will cause the reconstruction of Brookhaven Club Drive, which shall include intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison and Farmers Branch. The intersection improvements shall consist of street pavement, sidewalks, street signs, traffic control devices, lights, landscaping and drainage. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Addison. Farmers Branch shall inspect said improvements during construction.

1.3 Cost Sharing. Each city shall bear the cost of the improvements constructed within its respective city limits. Farmers Branch shall bid the improvements in conformance with Texas State Law. After the bids are received and the lowest responsible bidder is identified, Farmers Branch shall submit to Addison the estimated cost of the improvements within Addison based on the bid prices submitted by the lowest responsible bidder for review and acceptance of the estimated cost. (The prebid

construction cost estimate is \$45,738.80.) After Addison provides written acceptance of the estimated cost to Farmers Branch, the City Council of Farmers Branch shall, at its sole discretion, award the bid and proceed with construction of the improvements. Farmers Branch shall submit invoices to Addison for the work performed within Addison, less retainage, and Addison shall remit payment to Farmers Branch within thirty (30) days.

1.4 Completion and Acceptance: Upon satisfactory completion of the improvements within Addison, Addison shall accept the improvements and shall, upon receipt of invoice for the improvements within Addison, remit payment to Farmers Branch and such payment shall include retainage.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Farmers Branch. Farmers Branch represents and warrants to Addison as follows:

- a. Organization. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.
- c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

2.2 Representations and Warranties of Addison. Addison represents and warrants to Farmers Branch as follows:

- a. Organization. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.
- b. Power and Authority. Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of

Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.

3. MISCELLANEOUS PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

3.2 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.

3.7 Time is of the essence in this Agreement.

3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

3.9 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the right-of-way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.

3.11 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

P.O. Box 9010
Addison, Texas 75001

Attn: City Manager

To Farmers Branch:

P.O. Box 819010
Farmers Branch, Texas 75381-9010

Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the state of which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. Giving notice of such change in the manner herein provided for giving notice may change the addresses and addressees for the purpose of this Section. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

4. TERMINATION

4.1 In the event construction of the street improvements in the right-of-way is not completed by December 31, 2002, Addison shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the right-of-way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Farmers Branch, Farmers Branch shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Farmers Branch was delayed.

4.2 This Agreement shall terminate upon the express write agreement of both Addison and Farmers Branch.

4.3 Farmers Branch may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to improve the

intersection at Brookhaven Club Drive at Marsh Lane as described in Exhibit "A" or the improvements to the intersection of Brookhaven Club Drive and Marsh Lane becomes unnecessary or unfeasible.

EXECUTED on the date first above written.
CITY OF FARMERS BRANCH, TEXAS TOWN OF ADDISON, TEXAS

By: _____
Richard Escalante
City Manager

By: _____
Ron Whitehead
City Manager

ATTEST:

ATTEST:

By: _____
City Secretary

By: _____
City Secretary

Approved as to form:

Approved as to form:

By: _____
City Attorney for Farmers Branch

By: _____
City Attorney for Town of Addison

G:\AGREEMENTS\INTERLOCAL\TOWN OF ADDISON\BHCLUB

PROJECT NAME: BROOKHAVEN CLUB			FROM GOLFING GREEN TO MARSH			PROJECT NO. 301-97-009		
PAY ITEM	APPROX. QUANTITY	UNITS	DESCRIPTION OF ITEM			UNIT PRICE	TOTAL AMOUNT	
CITY OF FARMERS BRANCH IMPROVEMENTS								
PAVING	1	24.02	STA	PREPARATION OF RIGHT-OF-WAY			\$ 3,180.00	\$ 76,383.60
	2	500	CY	UNCLASSIFIED STREET EXCAVATION			\$ 17.00	\$ 8,500.00
	3	1083	LF	SAWCUT			\$ 2.00	\$ 2,166.00
	4	986	SY	REM. 4" REINFORCED CONCRETE SIDEWALK			\$ 9.00	\$ 8,874.00
	5	867	SY	REM. 6" REINFORCED CONCRETE DRIVE			\$ 6.80	\$ 5,895.60
	6	1578	SY	REMOVE CONCRETE PAVEMENT			\$ 22.50	\$ 35,505.00
	7	17667	SY	REMOVE ASPHALT PAVEMENT			\$ 6.60	\$ 116,602.20
	8	7819	LF	REMOVE CONCRETE CURB AND GUTTER			\$ 3.70	\$ 28,930.30
	9	10	EA	RELOCATE MAILBOXES			\$ 600.00	\$ 6,000.00
	9A	183	SY	4" REINFORCED EXPOSED AGGREGATE SIDEWALK - COMPLETE AND IN PLACE			\$ 30.00	\$ 5,490.00
	10	1882	SY	4" REINFORCED CONCRETE SIDEWALK - COMPLETE AND IN PLACE			\$ 24.75	\$ 46,579.50
	11	131	SY	5" REINFORCED CONCRETE GOLF CART PAVING - COMPLETE AND IN PLACE			\$ 34.00	\$ 4,454.00
	12	1029	SY	6" REINFORCED CONCRETE DRIVE - COMPLETE AND IN PLACE			\$ 41.00	\$ 42,189.00
	13	17365	SY	10" REINFORCED CONCRETE PAVEMENT - COMPLETE AND IN PLACE			\$ 47.60	\$ 826,574.00
	14	194	TONS	2" TYPE D H.M.A.C. PAVEMENT - COMPLETE AND IN PLACE			\$ 78.00	\$ 15,132.00
	15	581	TONS	4" TYPE B H.M.A.C. PAVEMENT - COMPLETE AND IN PLACE			\$ 64.00	\$ 37,184.00
	16	9064	LF	6" REINFORCED CONCRETE INT. CURB - COMPLETE AND IN PLACE			\$ 2.30	\$ 20,847.20
	17	213	LF	CONCRETE SIDEWALK CURB (LESS THAN 12") - COMPLETE AND IN PLACE			\$ 6.90	\$ 1,469.70
	18	20	EA	BARRIER FREE RAMPS			\$ 450.00	\$ 9,000.00
	18A	1	EA	MEDIAN ACCESS RAMPS			\$ 200.00	\$ 200.00
	19	608	LF	REINFORCED CONCRETE STREET HEADER			\$ 5.95	\$ 3,617.60
	20	6	EA	STREET LIGHT FOUNDATIONS - COMPLETE AND IN PLACE			\$ 450.00	\$ 2,700.00
	21	65	LF	2" PVC STREET LIGHT CONDUIT			\$ 3.80	\$ 247.00
	22	834	LF	4" PVC IRRIGATION SLEEVES			\$ 5.60	\$ 4,670.40
23	83	SY	CONCRETE PAVERS INCLUDING 6" CONC. BASE			\$ 108.00	\$ 8,964.00	
24	103	LF	HANDRAIL			\$ 100.00	\$ 10,300.00	
24A	2459	LF	1.5" H.D.P.E. COMMUNICATION CONDUIT			\$ 3.50	\$ 8,606.50	
24B	17	EA	PULL BOX "COMMUNICATION" TYPE C - COMPLETE AND IN PLACE			\$ 680.00	\$ 11,560.00	
STRIPING	25	114	EA	4" SQUARE REFLECTIVE WHITE TRAFFIC BUTTONS			\$ 4.75	\$ 541.50
	26	554	EA	4" NON-REFLECTIVE WHITE TRAFFIC BUTTONS			\$ 4.20	\$ 2,326.80
	27	53	EA	4" REFLECTIVE WHITE TRAFFIC BUTTONS			\$ 4.35	\$ 230.55
	28	170	EA	4" REFLECTIVE YELLOW TRAFFIC BUTTONS			\$ 4.35	\$ 739.50
	29	128	EA	6" SQUARE REFLECTIVE JIGGLE TILES			\$ 18.75	\$ 2,400.00
	30	2455	LF	4" WHITE THERMOPLASTIC LANE LINE			\$ 1.50	\$ 3,682.50
	30A	70	LF	4" WHITE THERMOPLASTIC PUPPY TRACK			\$ 3.00	\$ 210.00
	31	53	LF	4" YELLOW THERMOPLASTIC LANE LINE			\$ 1.50	\$ 79.50
	32	530	LF	12" WHITE THERMOPLASTIC X-WALK			\$ 4.00	\$ 2,120.00
	33	313	LF	24" WHITE THERMOPLASTIC STOP LINE			\$ 7.40	\$ 2,316.20
	34	8	EA	WHITE THERMOPLASTIC ARROW			\$ 100.00	\$ 800.00
	35	4	EA	WHITE THERMOPLASTIC WORD			\$ 120.00	\$ 480.00
	36	695	LF	4" WHITE PAINTED STRIPE			\$ 0.25	\$ 173.75
37	4	EA	FLASHING BEACONS - COMPLETE AND IN PLACE			\$ 5,000.00	\$ 20,000.00	

PROJECT NAME: BROOKHAVEN CLUB			FROM GOLFING GREEN TO MARSH		PROJECT NO. 301-97-009	
PAY ITEM	APPROX. QUANTITY	UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT	
38	1166	LF	2" ELECTRICAL PVC CONDUIT WITH PULL STRING	\$ 3.80	\$	4,430.80
39	7	EA	PULL BOX FOR TU ELECTRIC TYPE C - COMPLETE AND IN PLACE	\$ 680.00	\$	4,760.00
40	10	EA	NEW SIGN ASSEMBLIES	\$ 240.00	\$	2,400.00
41	12	EA	RELOCATE SIGNS	\$ 150.00	\$	1,800.00
42	3	EA	RESET SIGNS	\$ 100.00	\$	300.00
DRAINAGE	43	941	LF	18" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 46.00	\$ 43,286.00
	44	180	LF	21" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 52.00	\$ 9,360.00
	45	42	LF	24" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 58.00	\$ 2,436.00
	46	169	LF	30" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 66.00	\$ 11,154.00
	47	638	LF	36" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 92.00	\$ 58,696.00
	48	435	LF	42" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 120.00	\$ 52,200.00
	49	580	LF	48" CLASS III REINFORCED CONCRETE PIPE - COMPLETE AND IN PLACE	\$ 142.00	\$ 82,360.00
	50	10	EA	REMOVE EXIST. INLETS	\$ 650.00	\$ 6,500.00
	51	3	EA	REMOVE EXIST. HEADWALLS	\$ 490.00	\$ 1,470.00
	52	62	LF	REMOVE 18" R.C.P.	\$ 7.00	\$ 434.00
	53	105	LF	REMOVE 21" R.C.P.	\$ 7.00	\$ 735.00
	54	81	LF	REMOVE 27" R.C.P.	\$ 7.00	\$ 567.00
	55	109	LF	REMOVE 30" R.C.P.	\$ 7.00	\$ 763.00
	56	118	LF	REMOVE 36" R.C.P.	\$ 12.00	\$ 1,416.00
	57	50	LF	REMOVE 39" R.C.P.	\$ 12.00	\$ 600.00
	58	30	LF	REMOVE 42" R.C.P.	\$ 12.00	\$ 360.00
	59	149	LF	REMOVE 48" R.C.P.	\$ 12.00	\$ 1,788.00
	60	2	EA	RECONSTRUCT TOP OF EXIST. 10' INLET	\$ 1,700.00	\$ 3,400.00
	61	7	EA	6' STANDARD CURB INLET - COMPLETE AND IN PLACE	\$ 1,700.00	\$ 11,900.00
	62	2	EA	10' STANDARD CURB INLET - COMPLETE AND IN PLACE	\$ 2,800.00	\$ 5,600.00
	63	2	EA	14' STANDARD CURB INLET - COMPLETE AND IN PLACE	\$ 3,900.00	\$ 7,800.00
	64	2	EA	20' STANDARD CURB INLET - COMPLETE AND IN PLACE	\$ 5,600.00	\$ 11,200.00
	65	2	EA	6' RECESSED CURB INLET - COMPLETE AND IN PLACE	\$ 2,020.00	\$ 4,040.00
	66	1	EA	14' RECESSED CURB INLET - COMPLETE AND IN PLACE	\$ 4,640.00	\$ 4,640.00
	67	1	EA	20' RECESSED CURB INLET - COMPLETE AND IN PLACE	\$ 6,660.00	\$ 6,660.00
	68	2	EA	10' COMBINATION INLET - COMPLETE AND IN PLACE	\$ 3,000.00	\$ 6,000.00
	69	105	SY	CONCRETE RIP RAP	\$ 30.00	\$ 3,150.00
	69A	1	EA	SPECIAL HEADWALL (LINES "A" & "F")	\$ 3,500.00	\$ 3,500.00
	69B	1	EA	TYPE A HEADWALL (LINE "C-2")	\$ 2,850.00	\$ 2,850.00
	69C	1	EA	TYPE A HEADWALL (LINE "F")	\$ 1,950.00	\$ 1,950.00
	70	1	EA	TYPE "M" MANHOLE - COMPLETE AND IN PLACE	\$ 2,900.00	\$ 2,900.00
	71	1	EA	JUNCTION BOX (C-1) - COMPLETE AND IN PLACE	\$ 3,000.00	\$ 3,000.00
	72	1	EA	JUNCTION BOX (C-2 W/RISER) - COMPLETE AND IN PLACE	\$ 3,800.00	\$ 3,800.00
	73	2700	LF	TRENCH SAFETY SYSTEM (DRAINAGE)	\$ 2.10	\$ 5,670.00
WATER	74	1	LS	SPRINKLER SYSTEM ADJUSTMENTS	\$ 1,000.00	\$ 1,000.00
	75	2	EA	SALVAGE EXIST. FIRE HYDRANT & VALVE	\$ 450.00	\$ 900.00
	76	1	EA	RELOCATE AIR VALVE AT MARSH LN	\$ 615.00	\$ 615.00
	77	20	EA	ADJUST WATER METER BOX	\$ 210.00	\$ 4,200.00
	78	14	EA	ADJUST WATER VALVE CVR & VALVE STACK	\$ 210.00	\$ 2,940.00

PROJECT NAME: BROOKHAVEN CLUB			FROM GOLFING GREEN TO MARSH		PROJECT NO. 301-97-009	
PAY ITEM	APPROX. QUANTITY	UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT	
	79	3	EA	ADJUST WASTEWATER MAINLINE CLEANOUT	\$ 225.00	\$ 675.00
	80	1	EA	ADJUST WASTEWATER LATERAL CLEANOUT	\$ 110.00	\$ 110.00
	81	5	EA	ADJUST WASTEWATER MANHOLE (24" LID)	\$ 630.00	\$ 3,150.00
	82	9	EA	REMOVE VALVE BOX	\$ 100.00	\$ 900.00
	83	48	LF	6" PVC CLASS 200 WATER PIPE - COMPLETE AND IN PLACE	\$ 21.00	\$ 1,008.00
	84	247	LF	8" PVC CLASS 200 WATER PIPE - COMPLETE AND IN PLACE	\$ 28.00	\$ 6,916.00
	85	1379	LF	12" PVC CLASS 150 WATER PIPE - COMPLETE AND IN PLACE	\$ 42.00	\$ 57,918.00
	86	2	EA	STANDARD FIRE HYDRANT	\$ 1,720.00	\$ 3,440.00
	87	2	EA	8" TAPPING SLEEVE	\$ 2,000.00	\$ 4,000.00
	88	1	EA	12" TAPPING SLEEVE	\$ 3,000.00	\$ 3,000.00
	89	2	EA	6" GATE VALVE W/ BOX	\$ 640.00	\$ 1,280.00
	90	5	EA	8" GATE VALVE W/ BOX	\$ 850.00	\$ 4,250.00
	91	5	EA	12" GATE VALVE W/ BOX	\$ 1,400.00	\$ 7,000.00
	92	5.5	TONS	CAST IRON FITTINGS	\$ 6,000.00	\$ 33,000.00
	93	3	EA	3/4" COPPER SERVICE & TAP	\$ 370.00	\$ 1,110.00
	94	1	EA	1 1/2" COPPER SERVICE & TAP	\$ 545.00	\$ 545.00
	95	5	EA	2" COPPER SERVICE & TAP	\$ 725.00	\$ 3,625.00
	96	7	EA	CUT & PLUG EXISTING MAIN	\$ 290.00	\$ 2,030.00
	97	16	EA	WATERMAIN CONNECTIONS	\$ 800.00	\$ 12,800.00
	98	1500	LF	TEMP. PAVEMENT REPAIR, 6" ASPHALT	\$ 15.00	\$ 22,500.00
	99	10	CY	TYPE "E" CONCRETE AS DIRECTED BY ENGINEER	\$ 80.00	\$ 800.00
	100	100	CY	CRUSHED LIMESTONE AS DIRECTED BY ENGINEER	\$ 25.25	\$ 2,525.00
	101	1753	LF	TRENCH SAFETY SYSTEM (WATER)	\$ 2.10	\$ 3,681.30
MISC.	102	5155	SY	TURF ESTABLISHMENT / SOLID SOD	\$ 6.90	\$ 35,569.50
	103	1	LS	TRAFFIC CONTROL	\$ 24,000.00	\$ 24,000.00
	104	2	EA	PROJECT DESIGNATION SIGN	\$ 500.00	\$ 1,000.00
	105	1	LS	TRAFFIC CONTROL PLAN	\$ 2,400.00	\$ 2,400.00
	106	1	LS	TRAFFIC SAFETY PLAN	\$ 1,600.00	\$ 1,600.00
	107	1	LS	TRAFFIC SIGNAL INSTALLATION @ MARSH LN.	\$ 106,300.00	\$ 106,300.00
SUBTOTAL - FARMERS BRANCH						\$ 2,117,405.50

PROJECT NAME: BROOKHAVEN CLUB			FROM GOLFING GREEN TO MARSH			PROJECT NO. 301-97-009		
PAY ITEM	APPROX. QUANTITY	UNITS	DESCRIPTION OF ITEM			UNIT PRICE	TOTAL AMOUNT	
CITY OF ADDISON IMPROVEMENTS								
PAVING	1	687	LF	SAWCUT			\$ 2.00	\$ 1,374.00
	2	17	SY	REM. 4" REINFORCED CONCRETE SIDEWALK			\$ 9.00	\$ 153.00
	3	45	SY	REMOVE CONCRETE PAVEMENT			\$ 22.50	\$ 1,012.50
	4	652	SY	REMOVE ASPHALT PAVEMENT			\$ 6.60	\$ 4,303.20
	5	586	LF	REMOVE CONCRETE CURB AND GUTTER			\$ 3.70	\$ 2,168.20
	6	21	SY	4" REINFORCED CONCRETE SIDEWALK -COMPLETE AND IN PLACE			\$ 24.75	\$ 519.75
	7	46	SY	10" REINFORCED CONCRETE PAVEMENT - COMPLETE AND IN PLACE			\$ 47.60	\$ 2,189.60
	8	73	TONS	2" TYPE D H.M.A.C. PAVEMENT - COMPLETE AND IN PLACE			\$ 78.00	\$ 5,694.00
	9	218	TONS	6" TYPE B H.M.A.C. PAVEMENT - COMPLETE AND IN PLACE			\$ 64.00	\$ 13,952.00
	10	20	LF	6" REINFORCED CONCRETE INT. CURB - COMPLETE AND IN PLACE			\$ 2.30	\$ 46.00
	11	589	LF	6" REINFORCED CONCRETE CURB W/ 24" GUTTER - COMPLETE AND IN PLACE			\$ 12.80	\$ 7,539.20
	12	3	EA	BARRIER FREE RAMPS			\$ 450.00	\$ 1,350.00
	12A	1	EA	MEDIAN ACCESS RAMPS			\$ 200.00	\$ 200.00
13	6	SY	CONCRETE PAVERS INCLUDING 6" CONC. BASE			\$ 108.00	\$ 648.00	
STRIPING	14	16	EA	4" SQUARE REFLECTIVE WHITE TRAFFIC BUTTONS			\$ 4.75	\$ 76.00
	15	48	EA	4" NON-REFLECTIVE WHITE TRAFFIC BUTTONS			\$ 4.20	\$ 201.60
	16	17	EA	4" REFLECTIVE YELLOW TRAFFIC BUTTONS			\$ 4.35	\$ 73.95
	17	20	EA	6" SQUARE REFLECTIVE JIGGLE TILES			\$ 18.75	\$ 375.00
	18	136	LF	12" WHITE THERMOPLASTIC X-WALK MARKERS			\$ 4.00	\$ 544.00
	19	43	LF	24" WHITE THERMOPLASTIC STOP LINE MARK			\$ 7.40	\$ 318.20
	20	4	EA	WHITE THERMOPLASTIC ARROW			\$ 100.00	\$ 400.00
	21	2	EA	WHITE THERMOPLASTIC WORD			\$ 120.00	\$ 240.00
	22	2	EA	NEW SIGN ASSEMBLIES			\$ 240.00	\$ 480.00
	WATER	23	1	LS	SPRINKLER SYSTEM ADJUSTMENTS			\$ 500.00
MISC.	24	233	SY	TURF ESTABLISHMENT / SOLID SOD			\$ 6.90	\$ 1,607.70
	25	1	LS	TRAFFIC CONTROL			\$ 4,000.00	\$ 4,000.00
	26	1	LS	EARTHWORK			\$ 2,000.00	\$ 2,000.00
SUBTOTAL - ADDISON							\$ 51,965.90	
PROJECT TOTAL							\$ 2,169,371.40	

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT

This Agreement (the "Agreement") is made this the _____ day of _____, 2002, by and between the City of Farmers Branch, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Farmers Branch"), and the Town of Addison, Texas, a home-rule municipal corporation located in Dallas, County, Texas ("Addison").

WHEREAS, the City of Farmers Branch desires to reconstruct Brookhaven Club Drive between Golfing Green Drive and Marsh Lane, and such reconstruction includes intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Farmers Branch, as set forth on the attached Exhibit "A"; and

WHEREAS, the Town of Addison desires to make intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison, as set forth on the attached Exhibit "A"; and

WHEREAS, intersection improvements at Brookhaven Club Drive and Marsh Lane within Addison and Farmers Branch will increase safety and reduce congestion that will result in great and lasting benefit to the people of Farmers Branch and Addison;

WHEREAS, for and in consideration of the mutual covenants, conditions and promises contained herein, Farmers Branch and Addison hereby agree as follows:

1. TERMS OF AGREEMENT

1.1 Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

1.2 Construction. Farmers Branch will cause the reconstruction of Brookhaven Club Drive, which shall include intersection improvements at Brookhaven Club Drive and Marsh Lane within the city limits of Addison and Farmers Branch. The intersection improvements shall consist of street pavement, sidewalks, street signs, traffic control devices, lights, landscaping and drainage. All construction shall be done pursuant to plans, drawings and specifications approved in advance by Addison. Farmers Branch shall inspect said improvements during construction.

1.3 Cost Sharing. Each city shall bear the cost of the improvements constructed within its respective city limits. Farmers Branch shall bid the improvements in conformance with Texas State Law. After the bids are received and the lowest responsible bidder is identified, Farmers Branch shall submit to Addison the estimated cost of the improvements within Addison based on the bid prices submitted by the lowest responsible bidder for review and acceptance of the estimated cost. (The prebid

construction cost estimate is \$45,738.80.) After Addison provides written acceptance of the estimated cost to Farmers Branch, the City Council of Farmers Branch shall, at its sole discretion, award the bid and proceed with construction of the improvements. Farmers Branch shall submit invoices to Addison for the work performed within Addison, less retainage, and Addison shall remit payment to Farmers Branch within thirty (30) days.

1.4 Completion and Acceptance: Upon satisfactory completion of the improvements within Addison, Addison shall accept the improvements and shall, upon receipt of invoice for the improvements within Addison, remit payment to Farmers Branch and such payment shall include retainage.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Farmers Branch. Farmers Branch represents and warrants to Addison as follows:

a. Organization. Farmers Branch is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

b. Power and Authority. Farmers Branch has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Farmers Branch. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Farmers Branch, or any provision of any agreement or instrument to which Farmers Branch is a party or by which Farmers Branch is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Farmers Branch.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Farmers Branch. This Agreement constitutes a legal, valid, and binding obligation of Farmers Branch.

2.2 Representations and Warranties of Addison. Addison represents and warrants to Farmers Branch as follows:

a. Organization. Addison is a municipal corporation duly organized and validly existing under the laws of the state of Texas, duly qualified to carry on its business in the state of Texas.

b. Power and Authority. Addison has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of

Addison. The execution, delivery, and performance of this Agreement will not violate or be in conflict with any provision of the Charter of Addison, or any provision of any agreement or instrument to which Addison is a party or by which Addison is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Addison.

c. Binding Obligation. This Agreement has been duly executed and delivered on behalf of the Addison. This Agreement constitutes a legal, valid, and binding obligation of Addison.

3. MISCELLANEOUS PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned without the prior written consent of the other party.

3.2 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

3.3 No amendment, modification, or alteration of the terms hereof shall be binding unless it shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

3.4 This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.6 The obligations and undertakings of each of the parties of this Agreement are and shall be performable in Dallas County, Texas.

3.7 Time is of the essence in this Agreement.

3.8 Each party hereto warrants that it has received authority from its governing body to enter into this Agreement.

3.9 This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

3.10 Neither Addison nor Farmers Branch may exercise their powers of eminent domain to take title to any of the right-of-way subject to this Agreement without the consent of the other. Neither Addison nor Farmers Branch shall do any action or cause to be done any action that will interfere with the others compliance of this Agreement.

3.11 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section:

To Addison:

P.O. Box 9010
Addison, Texas 75001

Attn: City Manager

To Farmers Branch:

P.O. Box 819010
Farmers Branch, Texas 75381-9010

Attn: City Manager

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the state of which the notice is addressed or ninety-six (96) hours after the deposit in any such post office box in other than the state to which the notice is addressed, postage paid, addressed as set forth above. Giving notice of such change in the manner herein provided for giving notice may change the addresses and addressees for the purpose of this Section. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

4. TERMINATION

4.1 In the event construction of the street improvements in the right-of-way is not completed by December 31, 2001, Addison shall have the right to terminate this Agreement upon thirty (30) days written notice; provided, however, that if the substantial completion of the construction is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities serving the areas adjacent to the right-of-way; fire or other casualty; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of Farmers Branch, Farmers Branch shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period Farmers Branch was delayed.

4.2 This Agreement shall terminate upon the express write agreement of both Addison and Farmers Branch.

4.3 Farmers Branch may terminate this Agreement if, after reasonable diligence, it is unable to obtain the necessary land described in Exhibits "B" and "C" to improve the

intersection at Brookhaven Club Drive at Marsh Lane as described in Exhibit "A" or the improvements to the intersection of Brookhaven Club Drive and Marsh Lane becomes unnecessary or unfeasible.

EXECUTED on the date first above written.
CITY OF FARMERS BRANCH, TEXAS TOWN OF ADDISON, TEXAS

By: _____
Richard Escalante
City Manager

By: _____
Ron Whitehead
City Manager

ATTEST:

ATTEST:

By: _____
City Secretary

By: _____
City Secretary

Approved as to form:

Approved as to form:

By: _____
City Attorney for Farmers Branch

By: _____
City Attorney for Town of Addison

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