



**DALLAS COUNTY
PUBLIC WORKS**

September 08, 2014

Mr. Michael J. Kashuba
Landscape Architect
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Re: Addison Redding Trail Expansion Phase I – MCIP 10304_2
(From Morman Lane to Arapaho Road)
Transmittal of the Project Specific Agreement

Dear Mr. Kashuba,

Enclosed please find four (4) originals of the Project Specific Agreement for your execution. We request that you sign in blue ink and return all four documents for processing. An original will be returned for your records upon full execution.

Should you have any questions or comments, please do not hesitate to contact me at 214-653-6458.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tushar Solanki", is written over a faint, larger blue signature.

Tushar Solanki, P. E.
Project Manager

TS/ang

Enclosure

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the Town of Addison, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on the Addison Redding Trail Expansion Phase 1 MCIP Project 10304_2 from Morman Lane to Arapaho Road, hereinafter called "Project".

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, The City and County entered into a Master Agreement Governing Transportation Major Capital Improvement Projects on November 13, 2012 by Commissioner Court order 2012-1932 for the purpose of transportation improvements on roads inside Dallas County.

WHEREAS, Chapter 791 of The Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County, for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2012-1932; dated November 13, 2012, and additions thereto as incorporated herein.
2. Describing the Project Scoping Sheets as shown in Attachment "A".
3. Current Cost Estimates and Funding Sources, as shown in Attachment "B".

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV.

Article IV

Project Description

This PSA is entered into by the parties for public transportation improvements within the Town of Addison, Texas. The project is defined as the Addison Redding Trail Expansion Phase 1 MCIP Project 10304_2 from Morman Lane to Arapaho Road and further south a regional connection to Vitruvian Development. The Trail Expansion will tie into Arapaho Road, Beltline Road and Beltway Road as well as Easement Park and Le Lacs Park and hereinafter referred to as the "Project" and as more fully described in Attachment "A". This project will facilitate the movement of public transportation to benefit both the City and County.

Article V.

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this **PSA**, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI

Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project.
2. City and County have mutually agreed that the Project limits are from Morman Lane to Arapaho Road.
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B" or same as amended to conform to the bid amounts.
5. The Project will require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency.
6. In order to certify compliance with the expenditure of the Project funding for this Agreement, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this Agreement (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the US Mail, certified mail, return receipt requested.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project and will provide project management for the Project from commencement of planning to completion of construction.
2. City shall execute the necessary agreements for the implantation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
3. This PSA is City approval of the preferred alignment and the proposed estimated budget.
4. City shall provide City Council Resolution commitment to meet the Project funding.
5. City shall coordinate any necessary utility adjustments for construction of the Project.
6. City shall be responsible for maintaining the Trail after the Project is complete.
7. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, State and Federal law.
8. City shall allow the County a reasonable opportunity to review design plans, change orders and amendments.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review plans, change orders and amendments.
3. The review of, comments to, and approval or acceptance of work performed by City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

IV. Funding:

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated at Four Hundred Seventy Four Thousand, Two Hundred Dollars and no cents (\$474,200.00). The County's total obligation to this Project is to provide funding in the amount not to exceed Two Hundred, Thirty Seven Thousand, One hundred dollars and no cents (\$237,100.00), reduced by County's actual in- house delivery costs of the total Project cost. The County in-house delivery cost is estimated at Twenty Four Thousand, Five Hundred and Six Dollars and no cents (\$24,506.00) to be reduced from County's participation.

2. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
3. The City agrees to provide funding for the Project as indicated in the amount of, Two Hundred Thirty Seven Thousand, One Hundred Dollars and no cents (\$237,100.00).
4. City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County. The City will pay Project costs as invoiced by the County.
5. If the total project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the project's scope to remain within the current estimated total Project Cost.

Article VII

Miscellaneous:

- I. No Third Party Beneficiaries, The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
 Director of Public Works
 Dallas County Administration Building
 411 Elm Street, Fourth Floor
 Dallas County, Texas 75202-3389

To City: Town of Addison, Texas
 Parks, Recreation and Landscape Development

16801 Westgrove Drive
Addison, Texas 75001-9010

Either party may change its address for notice by giving the other party notice thereof.

- IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XI. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

The Town of Addison, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, dated the _____ day of _____, 2014.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2014.

County of Dallas

Town of Addison

Clay Lewis Jenkins, County Judge

By:

Title: _____

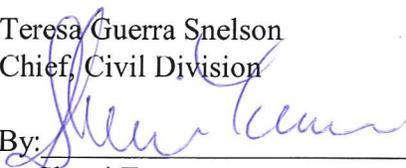
Date

Date

Approved as to Form:
Craig Watkins
District Attorney

Attest:

Teresa Guerra Snelson
Chief, Civil Division

By: _____


Sherri Turner
Assistant District Attorney

Town Secretary / Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT A

**Project Specific Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects**

**PROJECT NAME: REDDING TRAIL EXTENSION TO
ARAPAHO ROAD
MCIP PROJECT No. MCIP# is 10304_2
Project Scoping Sheets**

PAVEMENT AND ALIGNMENT TOPICS

SPECIFIC ROW ALIGNMENT DESCRIPTION:

Town Council approves of the Financing, Construction or Improvement on REDDING TRAIL EXTENSION TO ARAPAHO ROAD with an approximate width of 8' as detailed in the Construction Documents.

LEAD AGENCY: TOWN OF ADDISON

LEAD AGENCY'S PROJECT MANAGER: Michael Kashuba, R.L.A.

CONTACT INFORMATION: Michael Kashuba, RLA

Landscape Architect
Town of Addison
Parks, Recreation and Landscape
Development
16801 Westgrove Drive
Addison, Texas 75001
972-450-2831 (o)
972-450-2834 (f)
214-240-6994 (m)
mkashuba@addisontx.gov

PROJECT LENGTH: 1,972 Linear Feet

PAVEMENT SECTION

PAVING DESIGN CRITERIA City Standards, AASHTO, NCTCOG

ROW WIDTH:

Existing: N/A

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Proposed: N/A

PAVEMENT WIDTH:

Existing: N/A

Proposed: 8'

No. of lanes proposed: N/A

PARKWAY:

Proposed Width N/A

Proposed Sidewalk Width N/A

Parkway cross fall slope maximum 4:1

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? N/A

Any deep cuts, high fills? No

PAVEMENT CROSS FALL

PROPOSED 1.5%

MINIMUM 0.5%

MAXIMUM 2.0%

VERTICAL GRADE:

MINIMUM 0.10% Longitudinal

MAXIMUM 4.8% Longitudinal

CENTERLINE ALIGNMENT POSITION:

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IN CENTER OF EXISTING ROW? Winds through Oncor Easement

OFFSET FROM CENTER N/A

ON BRAND NEW ALIGNMENT? Yes

LEFT TURN LANES: N/A

MINIMUM LENGTH: N/A

MINIMUM STORAGE: N/A

WIDTH N/A

ANY DUAL LEFT TURN LANES? N/A

ANY FREE RIGHT TURN LANES? N/A

CRASH CUSHIONS / ATTENUATORS INVOLVED N/A

RAILROAD CROSSINGS INVOLVED No

NEIGHBORHOOD MEETING, REQUIRED YES _____

NO X

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? n/a

BRIDGES/BOX CULVERTS INVOLVED? YES _____

NO _____

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PAVEMENT STRUCTURE

DESIGN WHEEL LOAD Not specifically required. However, trail pavement section
has been designed to accommodate occasional traffic from emergency (ambulance) and Parks
maintenance vehicles

BUS AND HEAVY TRUCK TRAFFIC YES X (occasional Oncor repair vehicles)
NO

ROADWAY CLASSIFICATION N/A

MINIMUM PAVEMENT STRUCTURE THICKNESS: 6"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: TBD

DESIGN SPEED Typically 20 mph

POSTED SPEED N/A

MEDIANS

MEDIAN WIDTH N/A

ANY MID BLOCK OPENINGS TO CONSIDER? YES X

NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES

NO X

STANDARD TURN LANE WIDTH N/A

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STANDARD NOSE WIDTH

N/A

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DRIVEWAYS: N/A

MAXIMUM RESIDENTIAL GRADE N/A

MAXIMUM COMMERCIAL GRADE N/A

MINIMUM COMMERCIAL DRIVEWAY WIDTH N/A

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM N/A

PAVEMENT THICKNESS N/A

COMMERCIAL DRIVEWAY THICKNESS N/A

COMMERCIAL DRIVE WAY STRENGTH N/A

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

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

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) N/A

MINIMUM COVER LATERALS N/A

BRIDGES/BOX CULVERTS INVOLVED N/A

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UTILITIES

LIST OF ALL KNOWN UTILITIES

Oncor overhead electric (Oncor ROW).

DOCUMENT KNOWN RISKS FOR OUR UTILITY PARTNERS: No major franchise utilities identified.

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

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS? N/A
HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)? _____

ANY SPECIAL CONSIDERATIONS? _____

R-O-W ACQUISITION

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

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

ANY NON-CONFORMING ISSUES ? YES _____
NO X

R-O-W MAP NEEDED YES _____

NO X

FIELD NOTES NEEDED YES _____

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	NO <u> X </u>
R-O-W PLATS NEEDED	YES _____
	NO <u> X </u>
RELOCATION ASSISTANCE INVOLVED	YES _____
	NO <u> X </u>
PARKING/LOSS OF PARKING CONSIDERATIONS	YES _____
	NO <u> X </u>
HISTORICAL SITE CONSIDERATION	YES _____
	NO <u> X </u>

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED:	Town of Addison, Oncor, NCTCOG
ORDER OF PRECEDENCE OF STANDARDS:	Oncor, Town of Addison, NCTCOG
AUXILARY LANES?	N/A
PROVISIONS FOR FUTURE WIDENING?	N/A
LANDSCAPING?	No
IRRIGATION?	No
STAMPED/COLORED CONCRETE?	No
BRICK PAVERS?	No

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STREET LIGHTING?	No
TRAFFIC SIGNALS?	No
PAVEMENT MARKINGS?	No
BIKE LANES (EXTRA WIDTH)?	No
NEW SIDEWALKS?	Yes
DART BUS TURNOUTS?	No
BUS STOPS OR BUS SHELTERS?	No
WATER UTILITY BETTERMENTS?	No
WATER UTILITY RELOC?	No
SAN. SEWER BETTERMENTS?	No
SAN. SEWER RELOC.?	No
RETAINING WALLS?	No
SOD, SEEDING, TOPSOIL?	Yes
RR CROSSING IMPROVEMENTS?	No

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SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE
DEPARTMENT REQUIRING SPECIAL CONSIDERATION?

Adjacent to Fire Station 2 on Beltway Drive.

CONSTRUCTIBILITY REPORT

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

- Feedback and comments from Oncor during review of Bid Documents.
-

ATTACHMENT B

Encumber

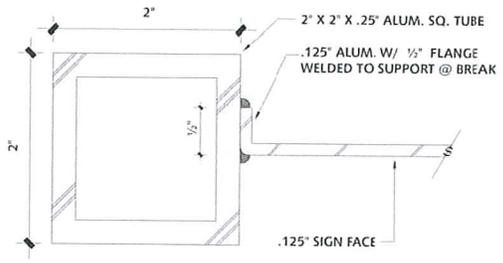
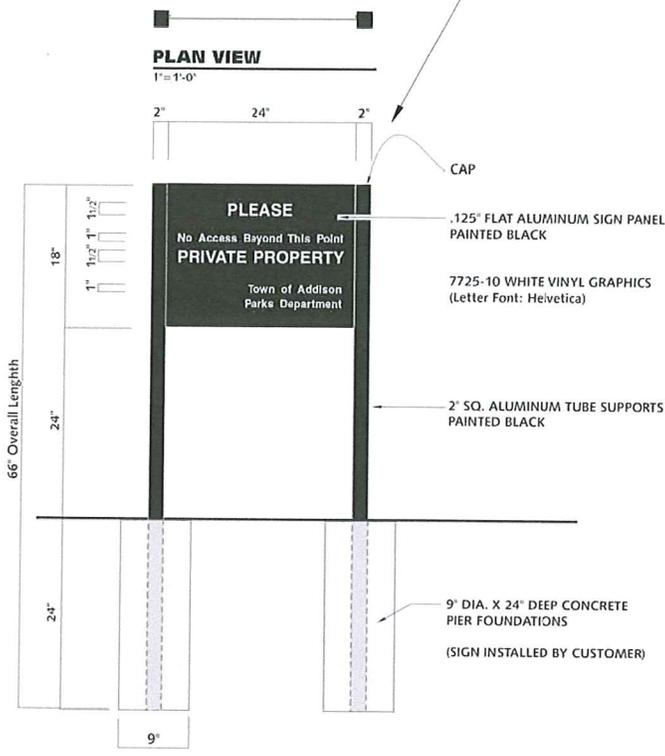
Arapaho Rd. to Le Lacs Trail Extension
MCIP PROJECTS 10304_2

Phase 1:

PARTICIPATION	*PHASE 1
DALLAS COUNTY	\$237,100 - * \$24,506 \$212,594
TOWN OF ADDISON	\$237,100
TOTAL	\$474,200

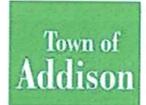
*(Note: to be reduced by Dallas County In-House Project Delivery at a cost of **(\$24,506)**)

SIGN TO READ "CAUTION: TRAIL ENDS"



SECTION - CONSTRUCTION DETAIL

A S/F NON-ILLUMINATED SIGN
 TWO (2) SIGNS REQUIRED -
 MANUFACTURE BY C.S.L.R.
 & INSTALL BY CUSTOMER



Design #	04-2386
Sheet	1 of 5
Client	City of Addison
Address	Addison, TX
Various Locations	Addison, TX
Account Rep.	R. Brown/Jamie
Designer	J. Eush
Date	8-24-02

Approval / Date	
Client	
Sub	
Estimating	
As	
Engineering	
Landfill	

Revision / Date	

Chandler Signs
 www.chandleresigns.com

3201 Meador Way Dallas, TX 75215
 214-903-2000 Fax 214-903-2044

2206 Wilshire St. Dallas, TX 75206
 214-349-3804 Fax 214-349-8274

2422 Villa Way Ste. 200
 Overland Park, KS 66204
 765-947-7000 Fax 765-947-7033

750 E. Hwy 24 - Bldg. 2 Ste. 200
 Woodland Park, CO 80683
 719-487-2557 Fax 719-487-2556

P.O. Box 43323 Knoxville, TN 37923
 603-499-3660 Fax 603-251-3881

The drawing is the property of Chandler Signs, LLC and all rights are reserved. No reproduction is allowed without the written consent of Chandler Signs, LLC.

FINAL ELECTRICAL CONNECTION BY CUSTOMER

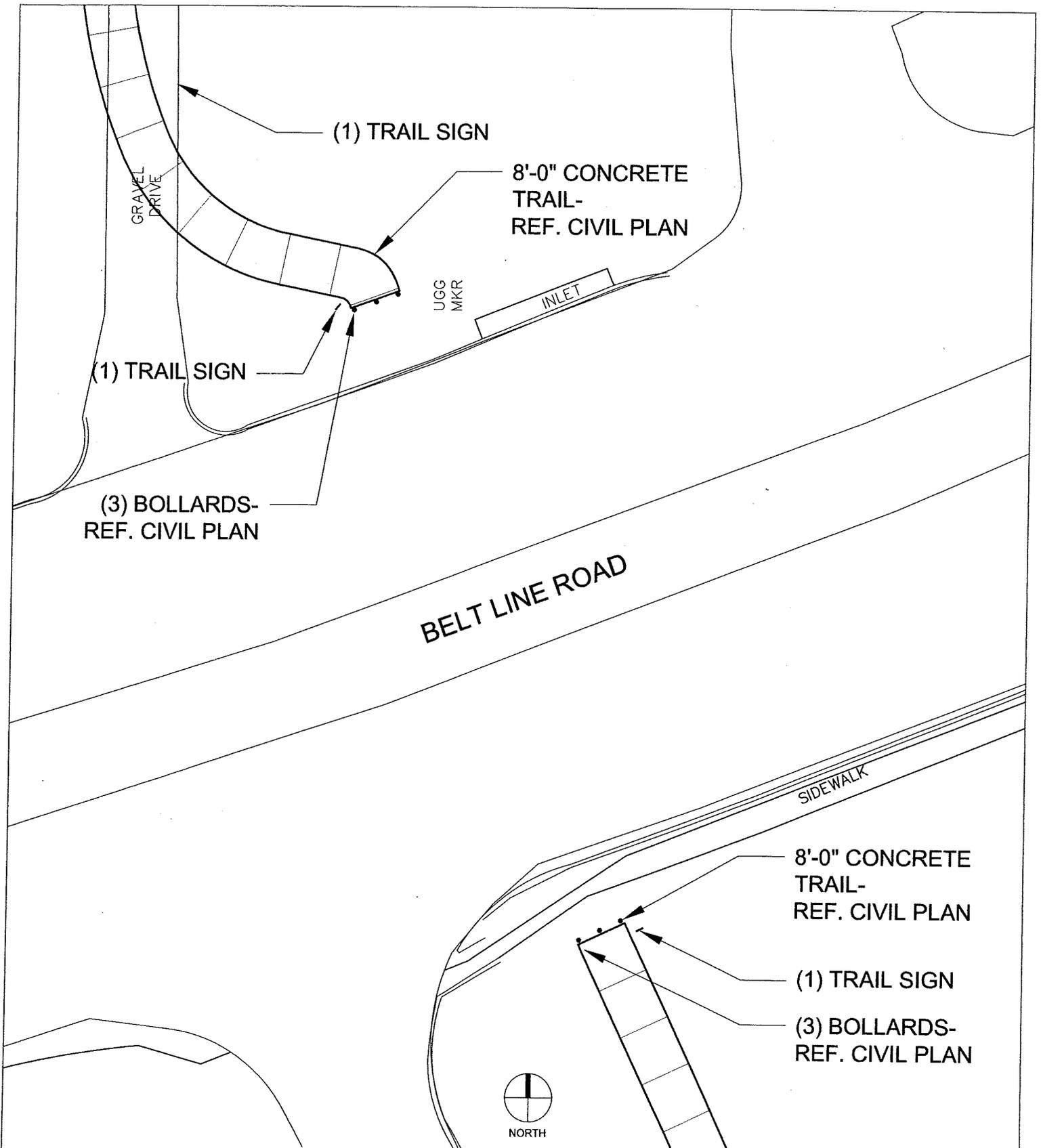
UL LISTED TO BE MANUFACTURED TO THE STANDARD SPECIFICATIONS OF THE NATIONAL ELECTRICAL CODE

Trail Signage at Belt Line Road Detail

MESA

1807 Ross Avenue Suite 333
 Dallas, Texas 75201
 214.871.0568 tel
 214.871.1507 fax

Date	07.07.2014
Revision	0000
Job No.	14002
Scale	6" = 1'-0"



Trail Signage at Belt Line Road



Addison Redding Trail Expansion Phase 1

1807 Ross Avenue Suite 333
 Dallas, Texas 75201
 214.871.0568 tel
 214.871.1507 fax

Date 09.03.2014
 Revision 00000
 Job No. 14002
 Scale 1" = 20'-0"