### **RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY, FOR TRANSPORTATION IMPROVEMENTS ON THE MIDWAY ROAD REVITALIZATION MCIP PROJECT 20301 SPRING VALLEY ROAD TO KELLER SPRINGS ROAD AND PROVIDING FUNDING FOR THE PROJECT IN THE AMOUNT OF AT LEAST \$2,781,873.50 WITH ADDITIONAL FUNDING AS REQUIRED BY THE AGREEMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** The Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program between the Town of Addison and Dallas County, transportation improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road and providing funding for the Project in the amount of at least \$2,781,873.50 with additional funding as required by the Agreement, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**<u>SECTION 2.</u>** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the <u>10<sup>th</sup></u> day of <u>DECEMBER</u> 2019.

## TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

**ATTEST:** 

## **APPROVED AS TO FORM:**

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

## **EXHIBIT A**

#### DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM

This Project Specific Agreement hereinafter ("PSA") to the Master Agreement Governing Major Capital Improvement Program ("Master Agreement") is made by and between the Town of Addison, Texas, hereinafter "Town", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of transportation improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road in the Town of Addison, Texas, hereinafter called "Project".

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

WHEREAS, Town and County entered into a Master Agreement on November 13, 2012 by Commissioners Court Order 2012-1932, for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide 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 improvement of road or street projects.

**NOW THEREFORE THIS PSA** is made by and entered into by the Town 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 by reference.
- 2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment "A."
- 3. Current Cost Estimates and Funding Sources, which are attached and incorporated herein by

PSA- Town of Addison-Midway Road Revitalization MCIP 20301 2-19 1

reference as Attachment "B."

#### Article III.

#### Term of Agreement

This PSA shall become 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, Section A, Termination.

#### Article IV.

#### Project Description

This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the Town of Addison, Texas. The Project is defined as roadway improvements, utilities, drainage, and multimodal improvements on Midway Road from Spring Valley Road to Keller Springs Road, MCIP Project 20301, as more specifically described in Attachment "A." Significant improvements will be made in this corridor to provide the necessary bicycle and pedestrian facilities needed to close a very critical gap in the overall regional trail network. These improvements include a 10' to 12' trail from Spring Valley Road to the future Cottonbelt Trail, intersection crossings, traffic signals, bus stops, street lighting, and landscaping. The Project will aid in roadway safety and facilitate the movement of public transportation to benefit both the Town and County by, among other things, providing alternate routes for use by pedestrians, bicyclists, and other non-motorized vehicle operators who would otherwise use public streets within the Town and the County for travel, thus resulting in a reduction in traffic conflicts between such users and motorists traveling on the same streets. The Town does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

#### 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. Town 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 Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this PSA, specifically including any funding by Town of the Project in the event that the Town 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 Town, as 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.

<u>PSA- Town of Addison-Midway Road Revitalization MCIP 20301</u> 2-19

### Article VI.

#### Agreements County and Town Responsibilities

- 1. Town will be the Lead Agency for the Project.
- 2. Town and County mutually agree that the Project limits are Midway Road fromSpring Valley Road to Keller Springs Road, as shown in Attachment "A."
- 3. Town and County mutually agree that MCIP Project 10303 (Belt Line Road) and MCIP Project 10306 (Keller Springs @ Addison Road) are to each be terminated and the remaining funding from each of these projects to be applied to this Project.
- 4. 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 Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the Town adds relocation or adjustment of Town Utilities or Utility Betterments, the Town agrees that it will pay 100% of the costs of these additions.
- 5. County and Town shall execute the necessary agreements for the completion of the Project mutually agreed upon and incorporated herein by this PSA.
- 6. The Town agrees that County may include any such item as an optional item to the construction bidding. Town further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the Town shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, Town agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
- 7. The Project may require the acquisition of transportation right-of-way which is, specifically, all real property needed or convenient for transportation 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 the Town and the County. Such right-of-way acquisition shall be the responsibility of the Town as Lead Agency, and shall be funded as part of the Project costs. All property acquired shall be free and clear of all encroachments. The Town shall coordinate any necessary Town-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the Town's name as owner as the Town will be solely responsible for maintenance after construction is completed.
- 8. In order to certify compliance with the expenditure of the Project funding for this PSA, the Town 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 Town regarding this PSA (records). Town 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 PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
- 9. The results of any audit may be furnished to Town 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 United States mail, via certified mail with return receipt requested.

<u>PSA-</u> Town of Addison-Midway Road Revitalization MCIP 20301 2-19 10. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

#### Article VII.

#### Town Responsibilities

- 1. As the Lead Agency for this Project, the Town will provide project management of the Project from commencement of planning to completion of construction. Town will execute the necessary agreements, subject to Town Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
- 2. Town shall execute the necessary agreements for the acquisition of right-of-way and any utility relocation as required herein.
- 3. Town will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. Town will provide project management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
- 4. Town shall provide a Town Council Resolution commitment to meet the Project funding subject to Town Council authorization of required additional funds.
- 5. This PSA is Town approval of the preferred alignment, proposed estimated budget and funding, and City has committed to meet Project funding for each milestone.
- 6. Town shall use the total funding committed by Town and County solely for the purpose of eligible Project Costs.
- 7. Town agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. Town 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 Town, state and federal law.
- 8. Town shall coordinate any necessary utility adjustments for construction of the Project.
- 9. Town shall work to ensure design and construction is completed in a timely and effective manner.
- 10. Town shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
- 11. Town shall inform County of all Project activity and approvals.
- 12. Town shall provide a final accounting of Project Costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project Costs.
- 13. Town shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

### Article VIII.

#### **County Responsibilities**

- 1. County agrees to participate in the Town led project as a funding participant.
- The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and comment on plans, change orders, and amendments.
- 3. The review of, comments to, and approval or acceptance of work performed by Town, its contractors or subcontractors' work, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of Town 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

PSA- Town of Addison-Midway Road Revitalization MCIP 20301 2-19 responsibility by the County for any defect, error or omission in the work prepared.

### Article IX.

#### Funding

County and Town 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 to be Five Million, Five Hundred Sixty-Three Thousand, Seven Hundred Forty-Seven Dollars and zero cents (\$5,563,747.00).
- 2. County's total obligation to this Project is to provide funding in the amount not to exceed Two Million, Seven Hundred Eighty-One Thousand, Eight Hundred Seventy-Three Dollars and Fifty cents (\$2,781,873.50) to be used for eligible construction costs and reduced by the County estimated share of in-house project delivery (IHPD) costs of the total Project cost, estimated to be Sixty Thousand Dollars and no cents (\$60,000.00). IHPD costs may include all County project delivery costs including, but not limited to preliminary scoping and research, preliminary design services, design review, special services, primary design services, inspection, laboratory services, and construction.
- 3. The Town agrees to provide funding to this Project in the amount of at least Two Million, Seven Hundred Eighty-One Thousand, Eight Hundred Seventy-Three Dollars and Fifty cents (\$2,781,873.50), to fully match the Dallas County MCIP funding commitment.
- 4. The Town shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the Town Council.
- 5. Town agrees, within thirty days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of each Project milestone as determined by the County within thirty (30) days of notification by the County. The County will pay Project costs as invoiced by the Town.
- 6. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the Town and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.

#### Article X.

#### Miscellaneous

- 1. <u>Indemnification</u>. County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- 2. 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 Town and County that any entity other than Town 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 rights and responsibilities of the parties hereto.
- 3. Governing Law and Venue. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of Town, pursuant to Title 5 of the Texas

<u>PSA-</u> Town of Addison-Midway Road Revitalization MCIP 20301 2-19 Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. 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 Town or County shall be in Dallas County, Texas.

4. Notice. Any notice provided for in this PSA 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, by certified mail, return receipt requested; or by registered mail, and addressed as follows:

To County: County of Dallas Ms. Alberta L. Blair, P.E. Director of Public Works Dallas County Administration Building 411 Elm Street, Fourth Floor Dallas County, Texas 75202-3389

To Town: Town of Addison Jason Shroyer, P.E. Assistant Director – Infrastructure and Engineering Services 16801 Westgrove Dr. Addison, Texas 75001

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

- 5. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- 7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the Town Council.
- 13. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

<u>PSA- Town of Addison-Midway Road Revitalization MCIP 20301</u> 2-19 14. No Joint Enterprise/Venture. Town and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the Town and the County.

The Town of Addison, State of Texas, has executed this PSA pursuant to duly authorized Town Council Resolution , dated the \_\_\_\_\_day of \_\_\_\_\_, 201\_.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_day of \_\_\_\_\_, 201\_.

County of Dallas

Town of Addison

Title:

Clay Lewis Jenkins, County Judge

Date

Approved as to Form\*:

John Creuzot District Attorney

By: Jana Prigmore Ferguson 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).

<u>PSA-</u> Town of Addison-Midway Road Revitalization MCIP 20301 2-19

Attest:

By:

Date

7

## <u>ATTACHMENT A</u> Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### **SCOPE SHEETS**

### Project Name: Midway Road Revitalization MCIP Project 20301

### SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on <u>Midway Road</u> beginning at <u>Spring Valley Road</u> and ending at <u>Keller Springs Road</u>, with an approximate width of <u>116'-140'</u> or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

LEAD AGENCY: LEAD AGENCY'S PROJECT MANAGER: CONTACT INFORMATION: PROJECT LIMITS: Keller Springs Road PROJECT LENGTH: Town of Addison Lisa Pyles (972) 450-2878 Midway Road from Spring Valley Road to

2 Miles

## PAVEMENT AND ALIGNMENT TOPICS

### PAVEMENT SECTION

PAVING DESIGN CRITERIA

Town of Addison and AASHTO

ROW WIDTH:

Existing:	97'-128'

Proposed: 116'- 140'

#### PAVEMENT WIDTH:

Existing:	81'			
Proposed:	83'			
No. of lanes	s proposed:	6		

pglof9

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

## **SCOPE SHEETS**

### Project Name: Midway Road Revitalization MCIP Project 20301

PAVEMENT CROSS	FALL:			
PROPOSED	2% TYP			
MINIMUM	0.5%			
MAXIMUM	4%			
MEDIANS				
MEDIAN WIDTH	Min.= 4' Max.	= 15'		
ANY MID BLOCK O	PENINGS TO CONS	SIDER?	YES	🗌 NO
ANY SIDE STREETS	TOO CLOSE FOR	OPENING?	YES	NO NO
STANDARD TURN I	LANE WIDTH	11'		
STANDARD NOSE V	WIDTH	4'		
PARKWAY:				
Proposed Widt	h	Min.= 5'	Max.= 22	,
Proposed Side	walk Width	Min.= 6'	Max.= 11	,
Parkway cross	fall slope maximum	4:1		
GRADE REQUIREM	ENTS:			
Is TC 6" below adjace	ent ground criteria to	be followed?	YES	NO NO
Any deep cuts, high fi	lls? 🗌 YES [	NO NO		
		pg 2 of 9		

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

## SCOPE SHEETS

### Project Name: Midway Road Revitalization MCIP Project 20301

VERTICAL GRADE:	
MINIMUM 0.5%	
MAXIMUM 2.52%	
CENTERLINE ALIGNMENT POSITION:	
IN CENTER OF EXISTING ROW?	YES NO
OFFSET FROM CENTER? 🛛 YES	□ NO If yes, what distance? 0'- 1'
ON BRAND NEW ALIGNMENT?	YES NO
LEFT TURN LANES: XES	NO
If yes, are left turn lanes designated or continu CONTINUOUS	ous? 🛛 DESIGNATED 🗌
MINIMUM LENGTH: 125'	
MINIMUM STORAGE: 50'	
WIDTH: 11'	
ANY DUAL LEFT TURN LANES?	YES NO
ANY FREE RIGHT TURN LANES?	YES NO
CRASH CUSHIONS/ATTENTUATORS INV	OLVED? 🗌 YES 🖾 NO
RAILROAD CROSSINGS INVOLVED?	YES NO
NOTE: IF CURRENT CROSSING IS NOT U	SED, IS ABANDONMENT AN OPTION?
PAVEMENT STRUCTURE	
DESIGN WHEEL LOAD 36,053,965 EAI	Ls

pg 3 of 9

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

## SCOPE SHEETS

### Project Name: Midway Road Revitalization MCIP Project 20301

BUS AND HEAVY	TRUCK TRAI	FFIC? XES	S 🗌 NO	
ROADWAY CLASS	SIFICATION	Principal Arterial		
MINIMUM PAVEM	IENT STRUC	FURE THICKNESS	: 12"	
MINIMUM PAVEM	IENT BASE O	R SUBGRADE THI	ICKNESS: 8'	,
DESIGN SPEED	45 N	MPH		
POSTED SPEED	40 N	MPH		
DRIVEWAYS				
MAXIMIMUM RES	SIDENTIAL G	RADE (%)	N/A	
MAXIMIMUM CO	MMERCIAL C	GRADE (%)	17.4%	
MINIMUM COMM	ERCIAL DRIV	EWAY WIDTH	24'	
SIDE STREET CON	NSIDERATION	NS:		
TUR	NING RADIU	S, MINIMUM	30'	
PA	VEMENT THI	CKNESS	12"	
COMMERCIAL DE	RIVEWAY TH	ICKNESS	8"	
	D	RAINAGE TO	<u>DPICS</u>	
STORM SEWER D	ESIGN CRITE	RIA:		

 TXDOT
 CITY
 HYDRO-35
 TP-40

 INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS)
 54"

pg4of9

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

### SCOPE SHEETS

### Project Name: Midway Road Revitalization MCIP Project 20301

MINIMUM COVER FOR LATERALS	18"		
BRIDGES/BOX CULVERTS INVOLVED If yes, specify involvement: BRIDGE(S		NO ERT(S)	
100 YEAR FLOOD PLAIN CONSIDERAT If yes, how many feet of freeboard are requi		YES	NO

### PERMITS

COE 404 PERMITS NEEDED	YES	NO NO
TNRCC 401 PERMIT	YES	NO NO
CDC PERMIT	YES	NO NO
EIS	YES	NO NO
ADA PERMIT	YES YES	🗌 NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT, DART ETC.? 🛛 YES 🗌 NO

If yes, please document below:

DART Permit, Oncor Permit

## UTILITIES

#### LIST OF ALL KNOWN UTILITIES:

AT&T, Atmos Energy, CenturyLink, Explorer Pipeline Co., Fiberlight, Oncor, Sprint, Time Warner Cable, Verizon, Zayo, Level 3, Logix, City of Carrolton, City of Dallas, City of Farmers Branch, Town of Addison

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

Oncor transmission lines approximately 400' north of Midway Road intersection with Proton Drive.

pg 5 of 9

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

### SCOPE SHEETS

### Project Name: Midway Road Revitalization MCIP Project 20301

ARE UTILITIES ON EXISTING STREET R.O.W.? 🛛 YES 🗌 NO

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

YES NO If yes, please describe below:

Combination of utilities in existing R.O.W. and adjacent easements

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

ANY UNUSUAL CONSIDERATIONS? YES NO If yes, please document below:

## **R-O-W ACQUISITION**

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

ROW and easement acquisition is required on approximately 27 parcels in order to accommodate the proposed roadway and sidepath trail improvements.

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

· · · · · · · · · · · · · · · · · · ·		
ANY NON-CONFORMING ISSUES?	YES	NO NO
R.O.W. MAP NEEDED?	YES	□ NO
FIELD NOTES NEEDED?	YES	□ NO
R.O.W. PLATS NEEDED?	YES	NO NO
R.O.W. ACQUISITION		MAYBE
RELOCATION ASSISTANCE INVOLV	ED?	🗌 YES 🛛 NO
	pg 6 of 9	

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

## SCOPE SHEETS

### Project Name: Midway Road Revitalization MCIP Project 20301

PARKING/LOSS OF PARKING CONSIDERATIONS? ☐ YES ☐ NO HISTORICAL SITE CONSIDERATION? ☐ YES ☐ NO

## **USUAL CITY TOPICS OF CONCERN**

DESIGN STANDARDS TO BE USED?	Town of Addison, AASHTO, and iSWM
ORDER OF PRECEDENCE OF STANDARDS	Town of Addison, AASHTO, and iSWM
AUXILIARY LANES? 🗌 YES 🛛 NO	
PROVISIONS FOR FUTURE WIDENING?	🗌 YES 🛛 NO
LANDSCAPING? XES NO	
EXPOSED AGGREGATE DRIVEWAYS, SIDE	WALKS? 🗌 YES 🛛 NO
STAMPED/COLORED CONCRETE? X YES	□ NO
IRRIGATION? XES NO	
BRICK PAVERS? XES NO If yes, please define location(s):	
Within proposed medians.	
STREET LIGHTING? 🛛 YES 🗌 NO	
TRAFFIC SIGNALS? $\square$ YES $\square$ NO	
PAVEMENT MARKINGS?	□ NO
BIKE LANES (EXTRA WIDTH)?	NO If yes, specify width:
NEW SIDEWALKS? 🛛 YES 🗌 NO	
pg 7 c	of 9

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

## SCOPE SHEETS

### Project Name: Midway Road Revitalization MCIP Project 20301

BUS TURNOUTS?	NO NO			
BUS STOPS OR BUS SHELTERS?	YES	□ NO		
WATER UTILITY BETTERMENTS?	YES	□ NO		
WATER UTILITY RELOC.?	YES	□ NO		
SAN. SEWER BETTERMENTS?	YES	□ NO		
SAN. SEWER RELOC.?	YES	□ NO		
RETAINING WALLS? If yes, please specify wall type (stone, b Form lined concrete	VES YES	NO	, etc.):	
SOD, SEEDING, TOPSOIL?				
$\boxtimes$ SOD $\square$ SEEDING $\boxtimes$	TOPSOIL	OTHER:		
DRAINAGE IMPROVEMENTS?	YES	□ NO		
RR CROSSING IMPROVEMENTS?	YES	NO NO	□ N/A	
GRADE SEPARATIONS?	YES	NO NO		
RAMPS OR CONNECTORS TO TxDO If yes, please specify facility(ies) below		IES? 🗌 YES	NO NO	
	0 00			
	pg 8 of 9			

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

### **SCOPE SHEETS**

Project Name: Midway Road Revitalization MCIP Project 20301

## SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT REQUIRING SPECIAL CONSIDERATION? YES NO If yes, please list the special consideration(s) below:

## PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES NO

NEIGHBORHOOD MEETING, REQUIRED? YES NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?  $\Box$  CITY  $\Box$  COUNTY  $\Box$  N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

Addison Conference Center

### **CONSTRUCTIBILITY REPORT**

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

pg9of9

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

## **CURRENT COST ESTIMATES & FUNDING SOURCES**

### <u>Town of Addison and Dallas County</u> Project Name: Midway Road Revitalization MCIP Project 20301

Project Cost			
	Estimated Cost		
Midway Road	\$	5,503,747.00	
In House Project Delivery (IHPD)	\$	60,000.00	
Total Cost of Project	\$	5,563,747.00	

Funding Source				
Source Committed Ame				
Dallas County MCIP	\$	2,781,873.50		
Town of Addison	\$	2,781,873.50		
Total	\$	5,563,747.00		