

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH DALLAS AREA RAPID TRANSIT FOR IMPLEMENTATION OF A STREET REPAIR-LAP PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Interlocal Agreement with Dallas Area Rapid Transit for the implementing procurement and financial matters of the approved street repair-LAP program, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

SECTION 2. 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 **13th** day of **FEBRUARY 2020**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

RESOLUTION NO. 200000

INTERLOCAL AGREEMENT

BETWEEN

DALLAS AREA RAPID TRANSIT AND TOWN OF ADDISON, TEXAS

**RELATED TO PROCUREMENT AND FINANCIAL MATTERS
FOR IMPLEMENTATION OF THE APPROVED TOWN OF
ADDISON, TEXAS STREET REPAIR-LAP PROJECT**

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and Town of Addison, Texas (the "Town"), a Texas home rule municipal corporation, (each a "Party" and collectively referred to as "the Parties") acting by and through their respective representatives.

RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Street Repair Program (the "Program") in 1997 as stipulated in Board Resolution No. 970192, and

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or designee to implement a Local Assistance Program (the "Program") in 1996 as stipulated in Board Resolution No. 960153, and

WHEREAS, the Town has identified certain eligible Transit Enhancement projects (the "Projects") and submitted the Projects for inclusion in this Program, as listed in "Exhibit A" and incorporated herein for all purposes, and

WHEREAS, DART has verified that the Projects meet the Program criteria, and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street improvements, and

WHEREAS, it is the desire of the Town to enter into an agreement with DART for implementation of the Project, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. CONTRACT PERIOD

This Agreement becomes effective upon the last date of execution hereof by a Party (the "Effective Date") and terminates upon Town's tender of the "Certificate of Final Completion" to DART, subject to events of force majeure, no later than January 1, 2021.

2. MAXIMUM FUNDING

The maximum, not-to-exceed amount of the Program funding to be provided by DART for Projects pursuant to this Agreement is Four Hundred Forty-One Thousand Twenty-Two Dollars (\$441,022) to be paid as set forth herein ("Maximum Amount").

3. ENGINEERING RESPONSIBILITIES

Town shall prepare plans, surveys, designs and engineering and all other documents necessary for procurement and award of a construction contract for the Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the "Approved Plans"). The engineering plans prepared under this Agreement will be based on the Town's applicable design standards.

4. ELIGIBLE PROJECTS

To be eligible for reimbursement to Town under the Program, the Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. The Project may include planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, equipment, testing, inspection, surveying, traffic control systems and additional work regarding utilities, field changes, supplemental agreements or additional change orders that may become necessary for or to the design and construction of the Project (Eligible Costs). Town acknowledges that payment by DART for the Project shall include only the Eligible Costs for the Project and is limited by the Maximum Amount set forth in Section 2 hereof.

5. CONSTRUCTION

Town shall cause its contractor to perform the construction of the Project in accordance with the Approved Plans. Town shall supervise and inspect all Project work and shall provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the Approved Plans, the construction and implementation of the Project is fully completed, and the Project is functioning as anticipated. Town agrees and acknowledges that DART has no obligations with respect to inspection, supervision, functionality or warranty of any Project and that all aspects, including design and construction, of the Project are controlled by and the responsibility of the Town.

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Within fifteen (15) business days after completion of the Project Town shall provide to DART a "Certificate of Acceptance and Final Completion", acknowledging that the Project has been completed in accordance with the Approved Plans.

6. MAINTENANCE AND WARRANTY REQUIREMENTS

Upon completion of the Project, Town shall be responsible for the maintenance of the Project. Town shall require its contractor(s) to provide a maintenance bond or other warranty for all work related to the Project against defects in materials and workmanship for a minimum period of one (1) year from completion of the Project.

7. FUNDING AND REIMBURSEMENT PROCEDURES

a. Town shall provide to DART a schedule of total Project costs and a schedule for completion by Project. Town shall provide DART a monthly invoice for payment of Eligible Cost for the Project incurred and paid by the Town accompanied by paid invoices and other written evidence of the Eligible Costs incurred and paid by the Town and a written certification from an engineer specifying the Project work that has been completed as of the date of the invoice, and providing any reasons for material delays or deviation from the construction schedule if any. DART shall within thirty (30) days after receipt of the written invoice, reimburse Town for Eligible Costs for the Project for completed Project work based upon written invoice

b. Any Project costs in excess of the Maximum Amount shall be paid by Town.

c. DART shall remit funds to Town by electronic transfer or by a check made payable to Town within thirty (30) days after receipt by DART of the written invoice and related required documentation.

8. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, the Approved Plans shall become the property of the Town. Town shall provide DART a copy of as-builts for the Project (at no cost to DART) within 30 days of completion of each Project.

9. MISCELLANEOUS

a. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

b. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and Town with respect to the subject matter hereof. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto and which are incorporated herein.

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- c. Amendment. This Agreement may not be amended except by the mutual agreement of the Parties. The Town Manager for the Town, or designee is authorized to execute on behalf of the Town any amendments to, or other instruments related to this Agreement.
- d. Termination. This Agreement shall terminate upon written notice by either Party, if the other Party breaches or is in default of this Agreement and such breach or default is not cured within ninety (90) days after written notice thereof. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to Town shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.
- e. Governing Law and Construction. This Agreement shall be governed by the laws of the State of Texas. The Parties agree that venue for any action shall be in state district court of Dallas County, Texas.
- f. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- g. Terminology. "Hereunder," "hereof," and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original.
- i. Authority to Execute. The individual signatories below each represent they have authority to sign for and bind the respective Party.
- j. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered::

TOWN: Town of Addison
 Town Hall
 5300 Belt Line Rd.
 Dallas, TX 75254
 Attn: Wes Pierson
 Town Manager

COPY: Town of Addison
 5300 Belt Line Rd.
 Addison, Texas 75254
 Attn: _____
 Town Attorney

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DART: Todd Plesko
 VP Service Planning and Scheduling
 Dallas Area Rapid Transit
 1401 Pacific Ave.
 Dallas, TX 75202

- k. Current Funds. Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party.

- l. Severability and Legal Construction. In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.

(SIGNATURES ON THE FOLLOWING PAGE)

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EXECUTED this the _____ day of _____, 2020.

DALLAS AREA RAPID TRANSIT

TOWN OF ADDISON, TEXAS

By: 
Gary C. Thomas
President/Executive Director

By: _____
Wes Pierson
Town Manager

Date: 1/24/2020

Date: _____

APPROVED AS TO FORM:

By: _____

Town Attorney

Date: _____

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Exhibit "A"

Project Location

Scope of Work:

The project will include:

- Street repair improvement on Belt Line Road between Marsh Lane and Midway Road.
- Complete sidewalk gaps along Belt Line Road and add additional bus shelters at select DART stops along the corridor. When complete, all bus stops will include seating, accessible paving and trash receptacles.
- The Town of Addison will take the lead in procuring and contracting for the design and construction services necessary to complete this project.
- The Town will also maintain the shelters and benches that are part of the project.
- Within 15 days after completion of the Belt Line Road project, the Town shall provide to DART a "Certificate of Acceptance and Final Completion" acknowledging that the project has been completed and has been accepted by the Town of Addison.