

**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 City of Farmers Branch, 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 that are part of what is known as the Brookhaven Trail Project, specifically this PSA is necessary to complete Brookhaven College new trail connection beginning at Valley View Lane at Rosser Lane, north on west right-of-way of Alpha Road at Alpha Road at New Castle Drive. North bound Marsh Lane Bridge sidewalk widening and safety traffic crossing device at Valley View at Rosser Road, MCIP Project 20502, hereinafter called "Project".

WHEREAS, The City and County entered into a Master Agreement Governing Transportation Major Capital Improvement Projects on August 2, 2011, by Commissioner Court Order 2011-1287 for the purpose of transportation improvements on roads inside Dallas County.

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

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, as needed for the Project. This PSA will be a supplement 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 as to the Project.

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; 2011-1287 dated August 2, 2011, and additions thereto as incorporated herein.
2. 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 City of Farmers Branch. The scope of work for Project consists of the construction of two segments of bikeway and crosswalk enhancements and hydraulic analysis, design and installation of a pedestrian bridge. Segment I consists of Rosser Road bikeway and crosswalk enhancements which provides for a rapid flash beacon crosswalk system and enhanced crosswalk markings at the intersection of Valley View Lane and Rosser Road. and the extension of the multi-use trail pavement located along the east side of Brookhaven College Campus, beginning at Valley View Lane at its intersection with Rosser Road, north along the west right-of-way along Alpha Road ending at Alpha Road at New Castle Drive. Segment II consists of an expansion of the northbound Marsh Lane Bridge sidewalk at Farmers Branch Creek from 5 foot to 8 foot wide to connect to Brookhaven Campus Trail, located along the east side of Marsh Lane at Farmers Branch Creek. The expansion of the sidewalk will provide safe access to campus from neighborhoods north and west of Brookhaven College. The project will allow for a contiguous trail system connection to the City of Dallas, Town of Addison and City of Farmers Branch and provide for shared-use bicycle friendly roadway to the Brookhaven College Campus pathway.

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. The City shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by the County for 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. If the

County elects to terminate, the County agrees that the City shall continue to have access to acquisition funds in accordance with the funding provisions provided in this PSA, to complete all acquisitions authorized by the City's City Council prior to the termination date.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of City funding for each item and obligation contained herein. The County shall have no right of action against the City as regards this **PSA**, specifically including any funding by the 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. The City and the County have mutually agreed that the Project limits are from Brookhaven College new trail connection beginning at Valley View Road at Rosser Road, north on west right-of-way of Alpha Road at Alpha Road at New Castle Drive. North bound Marsh Lane Bridge sidewalk widening and safety traffic crossing device at Valley View Lane at Rosser Road.
2. The 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 Project 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.
3. 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 City and the County. Such right-of-way acquisition shall be the responsibility of the City. All property acquired shall be free and clear of all encroachments. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
4. 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 PSA (records). The City 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.

5. The results of any audit may be furnished to the County for comment. In the event that any audit shall determine that moneys are owed to the County, such sums are deemed to be due and payable to the County 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. The City shall be the Lead Agency for the project and will provide project management of the Project from commencement of planning to completion of construction.
2. The City shall execute the necessary agreements for the acquisition of right of way and any utility relocation as required herein.
3. The City shall provide a City Council Resolution committing to meet the Project funding subject to City Council authorization of required additional funds.
4. The City shall coordinate any necessary City owned utility adjustments for construction of the Project.
5. The City shall be responsible for maintaining the improvements after the Project is complete.

III. County Responsibilities

1. The 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 the right during construction to confirm progress through inspection and to review plans, change orders and amendments.
3. Review, comments, approval or acceptance of the City, 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 the 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:

The County and the City mutually agrees 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 Six Hundred Eighty-Four Thousand Dollars and no cents (\$684,000.00) for Brookhaven Campus Trail. The County's total obligation to this Project is to provide funding in the amount not to exceed Three Hundred Twenty-Nine Thousand Five Hundred Dollars and no cents (\$329,500.00) towards

eligible items reduced by County's actual in-house delivery costs of the total Project cost. The County in-house delivery cost is estimated at Twenty-Five Thousand Dollars and no cents (\$25,000.00) to be reduced from the 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 total obligation to this Project is to provide funding in the amount not to exceed Three Hundred Fifty-Four Thousand Five Hundred Dollars and no cents (\$354,500.00) for ROW acquisition and Project costs. The parties acknowledge that if there is any remaining City money left, the City could use said remainder for amenities or other expenditure related to the Project.
4. The 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 the County within 30 days of notification by the County. The County will pay Project costs as invoiced by the City after construction is completed in compliance with Attachment "A" and accepted by all agencies involved in an amount not to exceed Three Hundred Twenty-Nine Thousand Dollars and no cents (\$329,500.00) reduced by all IHPD as referenced in the Funding Attachment "B".
5. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and the County agree to amend the Project's scope to remain within the current estimated amount.

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 the City and the County that any entity other than the City or the 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 the 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 the City or the 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, Texas 75202-3389

To City: City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

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 City of Farmers Branch, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, dated the ____ day of _____, 2018.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2018.

APPROVED AS TO FORM:
PETER G. SMITH
City Attorney

CITY OF DALLAS
CHARLES COX
City Manager

By: _____ By: _____

ATTEST:

By: _____
Secretary

COUNTY OF DALLAS:

BY _____
CLAY LEWIS JENKINS,
COUNTY JUDGE

Approved As To Form

Faith Johnson
District Attorney

By: _____
Sherri Turner
Assistant District 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 SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

IS THE PATH ON A ROAD FACILITY? YES _ NO _

IS TRAIL ADJACENT TO BACK OF CURB? YES _ NO _ NA _

AWAY FROM ROADWAY? YES _ NO _ NA _

If yes, specify distance: _____

SHARED USE PATH? YES _ NO _

ROADWAY CROSSINGS INVOLVED? YES _ NO _

SIGNALIZED? YES _ NO _

MID BLOCK CROSSINGS INVOLVED? YES _ NO _

DRIVEWAY CROSSINGS INVOLVED? YES _ NO _

RAILROAD CROSSINGS INVOLVED? YES _ NO _

IS A TRAFFIC STUDY REQUIRED? YES _ NO _

ATTACHMENT “A”

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


PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

TRAIL ACCESS CONNECTIONS?

YES _ NO _

If yes, list the access points below:  (see attachments)

BRIDGES OR GRADE SEPARATIONS?

YES _ NO _

If yes, please specify facility(ies) below:

PAVEMENT SECTION

PAVEMENT WIDTH

Existing: _____

Proposed: _____

BICYCLE DESIGN SPEED: _____

PAVEMENT CROSSFALL:

PROPOSED: _____

MINIMUM: _____

MAXIMUM: _____

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

GRADE REQUIREMENTS:

Any deep cuts, high fills? YES _ NO _

VERTICAL GRADE:

MINIMUM _____

MAXIMUM _____

WILL SWITCHBACKS BE NECESSARY TO COMPLY WITH GRADE REQUIREMENTS: YES _ NO _

MINIMUM RAIL HEIGHT: _____

SIGNAGE AND/OR DISTANCE MARKERS? YES _ NO _

If yes, please specify types and generally describe locations:

TRAIL HEAD? YES _ NO _

PARKING? YES _ NO _

PAVEMENT STRUCTURE

MAINTENANCE VEHICLE TRAFFIC? YES _ NO _

MINIMUM PAVEMENT STRUCTURE THICKNESS: _____

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

CONCRETE REINFORCEMENT TYPE: _____
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: _____

EXPANSION JOINT MATERIAL: _____

SAWED DUMMY JOINT INTERVALS: _____

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40 TR-55

SIDE DITCHES? YES _ NO _

BRIDGES/ BOX CUVERTS INVOLVED? YES _ NO _

If yes, specify involvement: BRIDGE(S) BOX CULVERT(S) BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT:_____

FLOODPLAIN CONSIDERATION? YES _ NO _

If yes, what is the design storm frequency? _____

If yes, how many feet of freeboard are required? _____

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

PERMITS

USACE 404 PERMIT YES _ NO _

TCEQ PERMIT YES _ NO _

CDC PERMIT YES _ NO _

ENVIRONMENTAL IMPACT STATEMENT YES_ NO_

TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED? YES _ NO _

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES _ NO _

If yes, please document below:

--

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES _ NO _

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES _ NO _

STAMPED/COLORED CONCRETE? YES _ NO _

IRRIGATION? YES _ NO _

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

BRICK PAVERS?

YES _

NO _

If yes, please define location(s)

TRAIL LIGHTING?

YES _

NO _

If yes, define location(s) and spacing of lighting poles:

TRAFFIC SIGNALS?

YES _

NO _

MID-BLOCK SIGNALS?

YES _

NO _

CROSSWALK MARKINGS?

YES _

NO _

ON-STREET DEDICATED BIKE LANES?

YES _

NO _

If yes, specify width: _____

BUS STOPS OR BUS SHELTERS?

YES _

NO _

RETAINING WALLS?

YES _

NO _

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

DECORATIVE RAILINGS? YES _ NO _

MONUMENT? YES _ NO _

WATER FOUNTAIN? YES _ NO _

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER
INDEPENDENTLY OWNED PROPERTY? YES _ NO _

If yes, specify owner and R.O.W. width:

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO
TRAIL’S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES _ NO _

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 _

ANY WATER WELLS? YES _ NO _

EASEMENT/R.O.W. MAP NEEDED? YES _ NO _

FIELD NOTES NEEDED? YES _ NO _

R.O.W. PLATS NEEDED? YES _ NO _

R.O.W. ACQUISITION? YES _ NO _

PARKING/LOSS OF PARKING CONSIDERATIONS? YES _ NO _

HISTORICAL SITE CONSIDERATIONS? YES _ NO _

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: _____

MCIP Project No: _____

ADDITIONAL REMARKS

ATTACHMENT B

**BROOKHAVEN TRAIL
MCIP PROJECT NO: 20502
(FROM LBJ FREEWAY AT ROSSER ROAD TO NORTHSIDE OF VALLEY
VIEW AT ROSSER ROAD)**

CURRENT COST ESTIMATES AND FUNDING SOURCES

Project Cost Estimates	
Expenditure	Estimated Cost
Dallas County In House Project Delivery (Inspection, Project Management, Planning, General Support, etc...)	\$ 25,000.00
Construction of Eastern Connection	\$ 329,500.00
Marsh Pedestrian Bridge	\$ 329,500.00
Total Overall Cost of Project (MCIP Eligible Items)	\$ 684,000.00

Project Funding Sources	
Source	Amount
City of Farmers Branch	\$ 329,500.00
Dallas County MCIP	\$ 354,500.00
Total Funding Source (MCIP Eligible Items)	\$ 684,000.00