

FIRST AMENDMENT

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

This First Amendment to the Project Specific Agreement (hereinafter First Amendment) is entered into this _____ day of _____, 2019, to amend the Project Specific Agreement (“PSA”) between the City of Farmers Branch, Texas, (“City”), and the County of Dallas, Texas, (“County”), for the Brookhaven Trail Project, to complete Brookhaven College new trail connection beginning at Valley View 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 the “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, pursuant to Dallas County Commissioners Court Order No. 2018-1036 dated September 04, 2018, County and City entered into a Project Specific Agreement (“PSA”) for the implementation of Brookhaven Trail Project, MCIP Project 20502;

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 First Amendment to the PSA is made by and entered into by the City and the County, for the mutual consideration stated herein.

I. Purpose

City and County both mutually agree to amend said PSA in accordance with the terms of the existing Agreement, except as modified below.

II. Amended Provisions

- A. Article II, “Incorporated Documents” of the PSA shall be and is hereby revised by replacing and/or adding the following numbers:

3. Current Cost Estimates and Funding Sources, as shown in Attachment “B-1”, which is attached hereto and incorporated herein by reference.
- B. Article VI., “Agreements”, Section IV” Funding” of the PSA shall be deleted and replaced with the following:

IV. Funding:

The County and the 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 Nine Hundred Sixty-Nine Thousand Eight Hundred Sixty-Four Dollars and no cents (\$969,864.00) for Brookhaven Trail. The County's total obligation to this Project is to provide funding in the amount not to exceed Four Hundred Eighty-Four Thousand Nine Hundred Thirty-Two Dollars and no cents (\$484,932.00) towards eligible items reduced by the 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 Four Hundred Eighty-Four Thousand Nine Hundred Thirty-Two Dollars and no cents (\$484,932.00) for ROW acquisition and Project costs. The parties acknowledge that if there is any remaining City money left, the City could use said remainder towards MCIP eligible items as part of this PSA.
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 Four Hundred Eighty-Four Thousand Nine Hundred Thirty-Two Dollars and no cents (\$484,932.00) 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.

III. Effect of Amendment

This First Amendment shall not change or waive any contractual provisions, clauses or conditions of the original PSA, unless otherwise provided for herein. In the event of any conflict between the original PSA and this First Amendment to the PSA, this First Amendment to the PSA shall control. The original PSA, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the PSA. All provisions of the PSA shall remain in full force and effect throughout the term of the PSA, as well as any duly authorized amendments or extensions, including this First Amendment.

The County of Dallas, State of Texas, has executed this First Amendment to the PSA pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2019.

The City of Farmers Branch, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution dated the _____ day of _____, 2019.

APPROVED AS TO FORM:
PETER G. SMITH
City Attorney

CITY OF FARMERS BRANCH
CHARLES S COX
City Manager

By: _____

By: _____

ATTEST:

By: _____
City Secretary

COUNTY OF DALLAS:

BY _____
CLAY LEWIS JENKINS,
COUNTY JUDGE

Approved As To Form:

John Creuzot
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: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

MCIP Project No: _____

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

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

AASHTO [GBF-F] + Errata 1 & 2 - NCHRP [Synthesis 498] - MUTCD 2009 - Local + State Standard Construction Details

IS THE PATH ON A ROAD FACILITY?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
IS TRAIL ADJACENT TO BACK OF CURB?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
AWAY FROM ROADWAY?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	NA <input type="checkbox"/>
If yes, specify distance: <u>Offset Varies - [Min. 0' - Max. 30'] **less than 20% of total length occurs at B.O.C.</u>			
SHARED USE PATH?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
ROADWAY CROSSINGS INVOLVED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
SIGNALIZED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
MID BLOCK CROSSINGS INVOLVED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
DRIVEWAY CROSSINGS INVOLVED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
RAILROAD CROSSINGS INVOLVED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
IS A TRAFFIC STUDY REQUIRED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	

ATTACHMENT "A"

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS


Project Name: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

MCIP Project No: _____

TRAIL ACCESS CONNECTIONS?

YES ☒

NO ☐

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

Connection #1 - (32°55'31.55"N, 96°50'57.55"W) - 8' Multi-use Trail
Connection #2 - (32°55'32.98"N, 96°50'48.64"W) - Connection to Public City Park
Connection #3 - (32°55'41.54"N, 96°50'40.30"W) - Connection to Public Sidewalk
Connection #4 - (32°55'57.62"N, 96°50'36.85"W) - Connection to Public Sidewalk

BRIDGES OR GRADE SEPARATIONS?

YES ☒

NO ☐

If yes, please specify facility(ies) below:

PAVEMENT SECTION

PAVEMENT WIDTH

Existing: None

Proposed: 8-12 feet

BICYCLE DESIGN SPEED: 18mph (29km/h) - Min. Radius allowed [60ft]

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 1%

MAXIMUM: 2%

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

MCIP Project No: _____

GRADE REQUIREMENTS:

Any deep cuts, high fills? YES ☐ NO ☒

VERTICAL GRADE:

MINIMUM 1%

MAXIMUM 4.5%

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

MINIMUM RAIL HEIGHT: 42 inches

SIGNAGE AND/OR DISTANCE MARKERS? YES ☒ NO ☒

If yes, please specify types and generally describe locations:

Regulatory - Along trail and Crossings

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: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

MCIP Project No: _____

CONCRETE REINFORCEMENT TYPE: ASTM A955/A955M - Deformed Uncoated Steel
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 96' O.C.

EXPANSION JOINT MATERIAL: Bituminous Fiber -w- two-part pourable polyurethane sealer. [ASTM C-920]

SAWED DUMMY JOINT INTERVALS: Early-entry type - Equal to width of trail. [Max Distance = 13']

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: 6"

FLOODPLAIN CONSIDERATION? YES ☐ NO ☒

If yes, what is the design storm frequency? n/a

If yes, how many feet of freeboard are required? n/a

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

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: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

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: n/a

BUS STOPS OR BUS SHELTERS?

YES ☒

NO ☐

RETAINING WALLS?

YES ☒

NO ☐

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

Cast In-Place Reinforced Concrete

ATTACHMENT “A”

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

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

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: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

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: Brookhaven Trail Extension + Pedestrian Bridge over FB Creek at Marsh Lane

MCIP Project No: _____

ADDITIONAL REMARKS

--

ATTACHMENT B-1

**FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT
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	\$ 674,568.00
Marsh Pedestrian Bridge	\$ 270,296.00
Total Overall Cost of Project (MCIP Eligible Items)	\$ 969,864.00

Project Funding Sources	
Source	Amount
City of Farmers Branch	\$ 484,932.00
Dallas County MCIP*	\$ 484,932.00
Total Funding Source (MCIP Eligible Items)	\$ 969,864.00

*Dallas County NTE amounts: \$459,932 for construction \$25,000 for IHPD