

**FIRST AMENDMENT**  
**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM**  
**PROJECT SPECIFIC AGREEMENT**

This First Amendment is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, to amend the Project Specific Agreement (“PSA”) between the City of Farmers Branch, Texas (the, “City”), and County of Dallas acting by and through the Dallas County Commissioners Court (the “County”) for the implementation of the Marsh Lane Bridge MCIP Project 10502 from south of Brookhaven Club Drive to Valley View Lane (the “Project”).

**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; and

**WHEREAS**, pursuant to Dallas County Commissioners Court Order 2011-1203 dated July 5, 2011, County acting by and through the Dallas County Commissioners Court, and City entered into a Master Agreement to jointly fund various street improvement projects; and

**WHEREAS**, pursuant to Dallas County Commissioners Court Order No. 2015-1095 dated February 10, 2015, County and City entered into a Project Specific Agreement for the implementation of the Marsh Lane Bridge MCIP Project 10502 from south of Brookhaven Club Drive to Valle View Lane; and

**NOW THEREFORE**, this First Amendment 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 Agreements, except as modified below.

**II. AMENDED PROVISIONS**

- A. “Article II – Incorporated Documents” of the PSA shall be amended by deleting and replacing the following:

Current Cost Estimates and Funding Sources, as shown in Attachment “B”.

- B. Article VI. Agreements, Section IV. Funding” to the Project Specific Agreement shall be and is hereby revised in its entirety to read as follows:

County and 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 Two Million Seven Hundred and Ninety Five Thousand Dollars and no cents (\$2,795,000.00). The County's total obligation to this Project is to provide funding in the amount not to exceed One Million Three Hundred and Ninety Seven Thousand Five Hundred Dollars and no cents (1,397,500.00) reduced by County's actual in-house delivery costs of the total Project cost. The County in-house delivery cost is estimated at One Hundred Forty Six Thousand Five Hundred Dollars and no cents (\$146,500.00) 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 design and construction of the Project as indicated in the amount of, One Million Three Hundred and Ninety Seven Thousand Five Hundred Dollars and no cents (1,397,500.00).
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 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. 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 and any duly authorized amendments or extensions, including this First Amendment, with the exception of the amended provisions provided herein.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2016.

The City of Dallas, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution No. 2016-067 dated the 2nd day of August, 2016.

**City of Farmers Branch**

**County of Dallas**

\_\_\_\_\_  
By: Charles Cox  
City Manager

\_\_\_\_\_  
Clay Lewis Jenkins  
Dallas County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form:**

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Peter G. Smith, City Attorney

**Approved as to Form\*:**

Susan Hawk  
District Attorney

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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 Supplemental Agreement to Master Agreement Governing  
Transportation Major Capital Improvement Projects**  
**PROJECT SCOPING SHEETS**

**Project Name: Marsh Lane Bridge  
MCIP Project 10502**

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**SPECIFIC R.O.W. ALIGNMENT DESCRIPTION**

City Council approves of the Financing, Construction or Improvement on Marsh Lane Bridge replacement (SB) beginning at Brookhaven Club and ending at Valley View Lane, with an approximate width of 28-feet 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.

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LEAD AGENCY:	Dallas County Public Works
LEAD AGENCY'S PROJECT MANAGER:	Dennis Abraham, Ph.D., P.E., C.F.M.
CONTACT INFORMATION:	(214) 653-7232
PROJECT LIMITS:	Along Marsh Lane approximately 450 feet north and south of Farmers Branch Creek
PROJECT LENGTH:	Approximately 1000 feet (0.2 miles)

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**PAVEMENT AND ALIGNMENT TOPICS**

**PAVEMENT SECTION**

PAVING DESIGN CRITERIA

City of Farmers Branch
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ROW WIDTH:

Existing:

130'
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Proposed:

No change
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PAVEMENT WIDTH:

Existing:

24'
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Proposed:

28'
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No. of lanes proposed:

2

**PAVEMENT CROSSFALL:**

PROPOSED

1.00%

MINIMUM

1.00%

MAXIMUM

2.00%

**MEDIANS**

MEDIAN WIDTH

25 feet

ANY MID BLOCK OPENINGS TO CONSIDER?

☐ YES

☒ NO

ANY SIDE STREETS TOO CLOSE FOR OPENING?

☐ YES

☒ NO

STANDARD TURN LANE WIDTH

N/A

STANDARD NOSE WIDTH

N/A

**PARKWAY:**

Proposed Width

N/A

Proposed Sidewalk Width

N/A

Parkway cross fall slope maximum

N/A

**GRADE REQUIREMENTS:**

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

☐ YES

☒ NO

Any deep cuts, high fills?

☒ YES

☐ NO

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VERTICAL GRADE:

MINIMUM 0.4%

MAXIMUM 5.0%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW? ☐ YES ☒ NO

OFFSET FROM CENTER? ☒ YES ☐ NO If yes, what distance? 15' west

ON BRAND NEW ALIGNMENT? ☐ YES ☒ NO

LEFT TURN LANES: ☐ YES ☒ NO

If yes, are left turn lanes designated or continuous? ☐ DESIGNATED ☐ CONTINUOUS

MINIMUM  LENGTH:

MINIMUM  STORAGE:

WIDTH:

ANY DUAL LEFT TURN LANES? ☐ YES ☐ NO

ANY FREE RIGHT TURN LANES? ☐ YES ☐ NO

CRASH CUSHIONS/ATTENUATORS INVOLVED? ☒ YES ☐ NO

RAILROAD CROSSINGS INVOLVED? ☐ YES ☒ NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?

☐ YES ☐ NO ☐ N/A

**PAVEMENT STRUCTURE**

DESIGN WHEEL LOAD HS-20

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BUS AND HEAVY TRUCK TRAFFIC? ☒ YES ☐ NO

ROADWAY CLASSIFICATION

Major Thoroughfare

MINIMUM PAVEMENT STRUCTURE

8"

THICKNESS:

MINIMUM PAVEMENT BASE OR SUBGRADE

6"

THICKNESS:

DESIGN SPEED

45

POSTED

35

SPEED

#### **DRIVEWAYS**

MAXIMUM RESIDENTIAL GRADE (%)

N/A

MAXIMUM COMMERCIAL GRADE

N/A

(%)

MINIMUM COMMERCIAL DRIVEWAY

N/A

WIDTH

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM

N/A

PAVEMENT THICKNESS

N/A

COMMERCIAL DRIVEWAY THICKNESS

N/A

#### **DRAINAGE TOPICS**

STORM SEWER DESIGN CRITERIA:

☐ TxDOT

☒ CITY

☐ HYDRO-35

☐ TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS)

4'

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MINIMUM COVER FOR LATERALS 24"

BRIDGES/BOX CULVERTS INVOLVED? ☒ YES ☐ NO  
If yes, specify involvement: ☒ BRIDGE(S) ☐ BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION? ☒ YES ☐ NO  
If yes, how many feet of freeboard are required? 0'

**PERMITS**

COE 404 PERMITS NEEDED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
TCEQ PERMIT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
CDC PERMIT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
EIS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
ADA PERMIT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

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

If yes, please document below:

Texas Parks and Wildlife – unknown due to mussel status

**UTILITIES**

LIST OF ALL KNOWN UTILITIES:

Water, wastewater, gas, phone, cable



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

None known at this time

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:

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

☐ YES ☒ NO

ANY UNUSUAL CONSIDERATIONS? ☐ YES ☐ NO

If yes, please document below:

After the Farmers Branch Creek leaves city ROW, it is private property to the centerline of the creek.

**R-O-W ACQUISITION**

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

After the Farmers Branch Creek leaves city ROW, it is private property to the centerline of the creek.

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

If yes, please define below:

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ANY NON-CONFORMING ISSUES? ☐ YES ☒ NO

R.O.W. MAP NEEDED? ☐ YES ☒ NO

FIELD NOTES NEEDED? ☒ YES ☐ NO

R.O.W. PLATS NEEDED? ☐ YES ☒ NO

RELOCATION ASSISTANCE INVOLVED? ☐ YES ☒ NO

PARKING/LOSS OF PARKING CONSIDERATIONS? ☐ YES ☒ NO

HISTORICAL SITE CONSIDERATION? ☐ YES ☒ NO

#### **USUAL CITY TOPICS OF CONCERN**

DESIGN STANDARDS TO BE USED?

NCTCOG

ORDER OF PRECEDENCE OF

NCTCOG

STANDARDS

AUXILIARY LANES? ☐ YES ☒ NO

PROVISIONS FOR FUTURE WIDENING? ☐ YES ☒ NO

LANDSCAPING? ☒ YES ☐ NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? ☐ YES ☒ NO

STAMPED/COLORED CONCRETE? ☐ YES ☒ NO

IRRIGATION? ☒ YES ☐ NO

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BRICK PAVERS? ☐ YES ☒ NO

If yes, please define location(s):

STREET LIGHTING? ☒ YES ☐ NO

TRAFFIC SIGNALS? ☐ YES ☒ NO

PAVEMENT MARKINGS? ☒ YES ☐ NO

BIKE LANES (EXTRA WIDTH)? ☐ YES ☒ NO If yes, specify width:

NEW SIDEWALKS? ☐ YES ☒ NO

BUS TURNOUTS? ☐ YES ☒ 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? ☒ YES ☐ NO

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

Not determined yet. CIP or Gravity stone

SOD, SEEDING, TOPSOIL?

☒ SOD ☐ SEEDING ☐ TOPSOIL ☐ OTHER:

DRAINAGE IMPROVEMENTS? ☐ YES ☒ NO

RR CROSSING IMPROVEMENTS? ☐ YES ☒ NO ☐ N/A

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GRADE SEPARATIONS? ☐ YES ☒ NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? ☐ YES ☒ NO  
If yes, please specify facility(ies) below:

**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?  
☒ YES ☐ NO ☐ N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?  
☒ CITY ☐ COUNTY ☐ N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

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### **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?

CIP SPREAD FOOTING RETAINING WALLS AND GABION MATTRESSES/BLOCKS

## Marsh Lane Breakdown of Costs (Attachment B)

Item	Actual Costs (2016)
Estimated Design & Construction Cost ***	\$2,452,746.00
Estimated Construction Contingency (10% of Construction Bid Cost)	\$195,754.00
Estimated IHPD	\$146,500.00
<b>Total Costs</b>	<b>\$2,795,000.00</b>
Funding	Amount
Dallas County	\$1,397,500.00
City of Farmers Branch	\$1,397,500.00
<b>Total Costs</b>	<b>\$2,795,000.00</b>
*** \$1,994,490.00 Bid Construction Cost + \$30,000.00 Laboratory Cost + \$428,256.00 Design Cost	