

RESOLUTION NO. 04-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO APPROVE THE PROJECT SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS WITH DALLAS COUNTY TO PARTICIPATE IN THE DESIGN AND RIGHT-OF-WAY ACQUISITION FOR ROADWAY IMPROVEMENTS IN CONJUNCTION WITH THE MESQUITE SECTION OF THE LBJ CORRIDOR PROJECT, PHASES 2 AND 2B.

WHEREAS, the City of Mesquite has requested and Dallas County has agreed to participate in the design and right-of-way acquisition for roadway improvements in conjunction with the Mesquite Section of the LBJ Corridor Project, Phases 2 and 2B (the "Project"); and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Mesquite (the "City") and Dallas County entered into a Master Interlocal Agreement on June 11, 2001, providing for the design and construction of transportation improvements on roadways inside Dallas County with the City that are on the North Central Texas Council of Governments' Regional Thoroughfare Plan and approved for participation for the Program Years 2004, 2005 and 2006; and

WHEREAS, Dallas County has requested a resolution acknowledging and approving the revised funding amounts and committing the City to participation in the project funding.

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


SECTION 1. That the Mayor is hereby authorized to approve the Supplemental Agreement, attached hereto as Exhibit "A," to the Master Agreement Governing Transportation Major Capital Improvement Projects between the City of Mesquite and Dallas County for the design and right-of-way acquisition for roadway improvements in conjunction with the Mesquite Section of the LBJ Corridor Project, Phases 2 and 2B, in an amount not to exceed \$1,742,271.00.

DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 17th day of January, 2006.




Mike Anderson
Mayor

ATTEST:



Judy Womack
City Secretary

APPROVED:



B. J. Smith
City Attorney

STATE OF TEXAS }
COUNTY OF DALLAS }

EXHIBIT "A"

DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SUPPLEMENTAL CITY/COUNTY AGREEMENT (PSA)
TO THE MASTER CAPITAL IMPROVEMENT PROJECT INTERLOCAL
AGREEMENT BETWEEN
CITY OF MESQUITE AND COUNTY OF DALLAS
PROJECT 21905, IH 635 FRONTAGE ROADS/RAMPS

WHEREAS, The City of Mesquite, Texas, hereinafter called "CITY" and the County of Dallas, Texas, hereinafter called "COUNTY," desire to enter into a Project Supplemental Agreement, hereinafter called "AGREEMENT" to Contract for the Implementation of the County Major Capital Improvement Project, hereinafter called "MCIP", approved by Court Order 2001-1075 dated June 11, 2001, which approved specified projects including Project 21905, IH 635 FRONTAGE ROADS/RAMP, from US 80 to North of Town East Boulevard and for funding from the Dallas County Major Capital Development Fund in fiscal year 2005; and

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 ARTICLE 472.001 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 projects.

NOW THEREFORE THIS PROJECT SUPPLEMENTAL AGREEMENT is made by and entered into by the "CITY", and the "COUNTY", upon and for Ten Dollars (\$10.00), the receipt and sufficiency of which is confessed and acknowledged and the mutual consideration stated herein:

WITNESSETH

- I. COUNTY, by Commissioners Court Order No. 2004-1933 dated October 19, 2004 approved the CITY requested MCIP Project 21905, IH 635 FRONTAGE ROAD/RAMPS, for funding from the County Major Capital Improvement Project. CITY and COUNTY have entered into a Master Interlocal Agreement dated the 11th day of June, 2001, hereinafter called "MASTER AGREEMENT" for funding and development of Capital Improvement Projects.
- II. This AGREEMENT (PSA) is to specifically identify the rights and responsibilities of each of the parties set forth in the MASTER AGREEMENT. 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 AGREEMENT, this AGREEMENT shall control.

III. This AGREEMENT, is specifically conditioned upon the CITY providing supplemental funding and the timely payment of the Total Local Government funding contribution to the TEXAS DEPARTMENT OF TRANSPORTATION PROJECT “CSJ 2374-02-098” for funding in the amount of ten percent of the cost of right of way to be acquired by the State. The following are amendments to the MASTER AGREEMENT:

A. Article I. Definitions: For the purposes of this PSA, the following identified definitions are deleted; “r., Standard Project Design.”

B. Article IV. In that CITY is the LEAD AGENCY, MASTER AGREEMENT, Article IV (Termination, Default, Time of the Essence and Force Majeure), Paragraphs D and E are hereby deleted. The following paragraph is substituted for Paragraph D in the Master:

“This SUPPLEMENTAL AGREEMENT may be terminated by the following occurrences:

Upon written notification from TxDOT that the project has been cancelled and/or that there is no further need due to a change of project scope.”

C. Article VII, CITY COVENANTS AND AGREES AS FOLLOWS; For the purposes of this PSA the following lettered Sections are deleted or modified as follows:

1. (A):Replace with the following:“To execute the necessary agreements with TxDOT for timely payment of the Local Government Contribution equaling 10% of the cost of right of way to be acquired by State. To independently provide any additional funding upon written notification of same by TxDOT. City’s capital funds for this project have been designated and the current funds are available in FY 2005.”
2. (C) Replace with the following: CITY agrees that COUNTY’s share of funding for this PROJECT shall not exceed One Million Seven Hundred Forty-two Thousand Two Hundred Seventy-one Dollars. (\$1,742,271) reduced by all COUNTY in-house delivery costs of the total project costs. 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.. Upon written notification from TxDOT, CITY agrees to timely pay all project costs in excess of this amount. Upon notification by TxDOT that the project or any portion or parcel of the project has been deleted or reduced as a result of any official act, scope change, dedications/donations or any similar action that will negate the need for the COUNTY’s funding specified, or reduce the CITY’S funding to less than 100 percent of the COUNTY’s participation, the CITY agrees to reimburse the COUNTY the full amount specified within thirty days of written notice.
3. Section (O) is hereby deleted and not replaced.

D. Article IX. Delete the following lettered sections: A,B,C, F, G,H,I,J,K.

E. Article X .Delete (A),(B),(C),

F. Article XI (B),(C),(D), (E)

IV. COUNTY AND CITY AGREE AS FOLLOWS:

CITY has been designated as LEAD AGENT for this AGREEMENT and as LOCAL SPONSOR for the listed project in a separate agreement with TxDOT. As LEAD AGENT and LOCAL SPONSOR, it is understood that CITY shall enter into or fund all or part of various contracts for the completion of such project. It is hereby specifically agreed between the parties that neither the COUNTY nor CITY is the agent, servant, joint enterpriser, joint venturer, or employee of the other. The parties further agree that the COUNTY is not a party to any written contract with any third party for the furtherance of the project, is not fiscally responsible for the pavement of the construction, cost or damages of such contracts and there is no third-party beneficiary to this AGREEMENT as no provision of the CONTRACT shall be for the benefit of any party other than the COUNTY and the CITY. It is further agreed that COUNTY shall not have any contractual relationship between COUNTY and any third party or parties and Contractor or the subcontractor or supplier of such party.

V. CITY's responsibility as LEAD AGENCY includes duties and obligations that may become the responsibility of the State of Texas Department of Transportation under a separate agreement. COUNTY and CITY agree that the CITY shall have the right to accept the completion of such duties and obligations from such governmental agency.

VI. COUNTY's sole obligation for the PROJECT is the financing as shown herein. COUNTY has no further obligations to the CITY or any other third party to the PROJECT. CITY agrees that the funding received is contingent upon Dallas County Commissioners Court approval and funding and that CITY is responsible for the payment of all PROJECT financial obligations.

VII. In order to certify compliance with the expenditure of the PROJECT funding for the ROW acquisition in accordance with 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 AGREEMENT (records). CITY 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 AGREEMENT. Such records shall be provided to the COUNTY in Dallas County, Texas and available for any audit at any time upon request.

The results of any audit may be furnished to CITY 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 US Mail, Certified Mail, Return Receipt Requested.

The audit provisions of this agreement shall survive the termination of this agreement until all PROJECT claims to which Dallas County, Texas, 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.

VIII. THE CITY COVENANTS AND AGREES AS FOLLOWS:

CITY agrees that it shall be fully reasonable for all project contractual requirements with each party utilized or related to the completion of the project City further agrees that it will include in its contractual or procurement specification all items necessary for the project to conform with the requirements of all City, State of Texas and Federal law, rules, regulations and requirements for the completion of the project in full compliance with all terms and minimum requirements of this AGREEMENT and for sufficient supervision and inspection to insure compliance in every respect with PROJECT contract requirements or performance of work covered by that contract. Review, comments, approval or acceptance of CITY, or 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 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

IX. Notwithstanding anything to the contrary herein, this AGREEMENT is expressly contingent upon the availability of COUNTY funding for each item and obligation contained herein. CITY shall have no right of action against the COUNTY as regards to this AGREEMENT, specifically including any funding by COUNTY of the PROJECT in the event that the COUNTY is unable to fulfill its obligations under this AGREEMENT as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT or failure of any funding party to budget or authorize funding for this AGREEMENT 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 shall terminate this AGREEMENT. In the event that

payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

X. Notwithstanding anything to the contrary herein, this AGREEMENT is expressly contingent upon the availability of CITY funding of each item and obligation contained herein. COUNTY shall have no right of action against the CITY as regards to this AGREEMENT, specifically including any funding by CITY of the PROJECT in the event that the CITY is unable to fulfill its obligations under this AGREEMENT as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT or failure of any funding party to budget or authorize funding for this AGREEMENT 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 shall terminate this AGREEMENT. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

XI. Miscellaneous:

- A. **No Third Party Beneficiaries.** The terms and provisions of this AGREEMENT are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of CITY and COUNTY that any entity other than CITY or COUNTY receiving services or benefits under this AGREEMENT shall be deemed an incidental beneficiary only. This AGREEMENT is intended only to set forth the contractual right and responsibilities of the parties hereto.
- B. **Applicable Law.** This AGREEMENT is and shall be expressly subject to the Sovereign Immunity of 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 AGREEMENT 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 AGREEMENT filed by either CITY or COUNTY shall be in Dallas County, Texas.
- C. **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
Mr. Donald Holzwarth, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Mesquite, Texas
Mr. Timothy M. Tumulty, P.E.
Director of Public Works
1515 north Galloway

P. O. Box 850137
Mesquite, Texas 75185-0137

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

- D. **Assignment.** This AGREEMENT may not be assigned or transferred by either party without the prior written consent of the other party.
- E. **Binding Agreement; Parties Bound.** This AGREEMENT 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.
- F. **Amendment.** This AGREEMENT may not be amended except in a written instrument specifically referring to this AGREEMENT and signed by the parties hereto.
- G. **Number and Gender.** Words of any gender used in this AGREEMENT 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.
- H. **Effective Date.** This AGREEMENT shall commence on the Effective Date. The Effective Date of this AGREEMENT shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- I. **Counterparts.** This AGREEMENT 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.
- J. **Severability.** If one or more of the provisions in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this AGREEMENT to be invalid, illegal or unenforceable, but this AGREEMENT shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect.
- K. **Entire Agreement.** This AGREEMENT 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 AGREEMENT.

The City of Mesquite has executed this AGREEMENT pursuant to duly authorized resolution/minutes this the _____ day of _____, 2005.

The County of Dallas has executed this AGREEMENT pursuant to Commissioners Court Order No. 2005-_____ on this the _____ day of _____, 2005.

COUNTY OF DALLAS

CITY OF MESQUITE, TEXAS

Margaret Keliher, County Judge

By:

Date

Title:

Approved as to form:

Approved:



Bob Schell, Chief
Civil Section, District Attorneys Office

City of Mesquite, City Secretary

11/11/05

Date

Date

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"

Scoping Sheets

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA Per TxDOT Design Section
TxDOT CONTINUOUSLY REINFORCED
CONCRETE PAVEMENT (CRCP)

ROW WIDTH:

Existing: Variable
Proposed: Variable (See ROW Map)

PAVEMENT WIDTH LBJ: 4 LANES: 48 FT
Existing: TE BLVD: 3 LANES + TURNING LANES: 46 FT
LBJ: 5 LANES: 72 FT
Proposed: TE BLVD: 3 LANES + 1 TURNING LANES + LBJ U-TURN
68'
No. of lanes proposed: SEE ABOVE

PAVEMENT CROSS FALL TE BLVD: 2% TYPICAL
PROPOSED LBJ: 2.08% TYPICAL
MINIMUM NA
MAXIMUM NA

LBJ = IH 635
TE BLVD = TOWN EAST BLVD

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

MEDIANS

CRS: 24'

MEDIAN WIDTH *TE BLVD: 5'*

ANY MID BLOCK OPENINGS TO CONSIDER? YES _____

NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? YES _____

NO

STANDARD TURN LANE WIDTH *12 FT*

STANDARD NOSE WIDTH *5 FT*

PARKWAY:

Proposed Width *TE BLVD: VARIES, 14.5 FT TYPICAL*

Proposed Sidewalk Width *4 FT*

Parkway cross fall slope maximum *TE BLVD: 2%*

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? ~~NO~~ *NA*

Any deep cuts, high fills? *NO*

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

VERTICAL GRADE:

MINIMUM LBS: 0.5%
TO BLVD:
MAXIMUM LBS: 2.37%
TO BLVD:

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW? ✓

OFFSET FROM CENTER NA

ON BRAND NEW ALIGNMENT? NA

LEFT TURN LANES: YES

MINIMUM LENGTH: 100 FT

MINIMUM STORAGE: 1 CAR

WIDTH 12 FT

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 ✓

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD TxDOT ^{117,334,200 18-kip ESALs} DETERMINED: RESULT IN 10" CRCP

BUS AND HEAVY TRUCK TRAFFIC YES
 NO

ROADWAY CLASSIFICATION FREWAY - TxDOT ^{Urban Freeway}
 LBS: 10" CRCP

MINIMUM PAVEMENT STRUCTURE THICKNESS: TE BLVD: 10" CRCP

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: TE BLVD: 10" HMAc, 15" C1m
 LBS: 10" HMAc, 15" C1m

DESIGN SPEED MPH ^{LBS: 60 MPH}
 TO BLVD: 35 MPH

POSTED SPEED MPH ^{LBS: 60 MPH}
 TO BLVD: 35 MPH

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

DRIVEWAYS:

MAXIMUM RESIDENTIAL GRADE NA %
MAXIMUM COMMERCIAL GRADE 7 %
MINIMUM COMMERCIAL DRIVEWAY WIDTH 30 FT

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM NA
PAVEMENT THICKNESS NA
COMMERCIAL DRIVEWAY THICKNESS 6 in

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TxDOT ✓ LRB5
CITY ✓ CITY DRAINAGE ORDINANCES - TOWN EAST BLVD
HYDRO-35 _____
TP-40 _____

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) YES
MINIMUM COVER LATERALS 42 in

BRIDGES/BOX CULVERTS INVOLVED YES ✓
NO _____

100 YEAR FLOOD PLAIN CONSIDERATION NA FT FREEBOARD

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

R-O-W ACQUISITION

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

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

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 /

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED ? T + DOT

ORDER OF PRECEDENCE OF STANDARDS. 1) T + DOT 2) City

AUXILIARY LANES? YES

PROVISIONS FOR FUTURE WIDENING? No

LANDSCAPING? YES

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? No

STAMPED/COLORED CONCRETE? _____

IRRIGATION? YES

BRICK PAVERS? YES

STREET LIGHTING? YES

TRAFFIC SIGNALS? YES

PAVEMENT MARKINGS? YES

BIKE LANES (EXTRA WIDTH)? No

NEW SIDEWALKS ? YES

BUS TURNOUTS? No

BUS STOPS OR BUS SHELTERS? No

WATER UTILITY BETTERMENTS? No ~~YES~~

WATER UTILITY RELOC.? YES

SAN. SEWER BETTERMENTS? YES

SAN. SEWER RELOC.? Yes

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

RETAINING WALLS? YES MSE
(STONE, BLOCKS, GABIONS, PROPRIETARY TYPES)

SOD, SEEDING, TOPSOIL? YES

DRAINAGE IMPROVEMENTS? YES

RR CROSSING IMPROVEMENTS? No

GRADE SEPARATIONS? YES

RAMPS OR CONNECTORS TO TXDOT FACILITIES? YES

**SPECIAL SCHOOL OR EMERGENCY VEHICLE
CONSIDERATIONS**

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? YES

PARKING CONSIDERATION

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.

PUBLIC HEARING ALREADY
HELD

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES ✓
NO _____

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT? YES ✓
NO _____

NEIGHBORHOOD MEETING, REQUIRED YES ✓
NO _____

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? TxDOT

DRAFT OF SCOPE TOPICS FOR
JUNE 20, 2005
IH 635 FRONTAGE ROADS / RAMP 21905

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?

NA

Attachment "B"

Current Cost Estimates and Funding Sources

RESOLUTION NO. 10-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR PROVIDING THE CONSTRUCTION OF VARIOUS ROADWAY IMPROVEMENTS FOR INTERSTATE 635 FROM U.S. HIGHWAY 80 TO NORTH OF TOWN EAST BOULEVARD.

WHEREAS, the City of Mesquite wishes to improve traffic flow along Interstate 635 between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the City of Mesquite has requested that the Texas Department of Transportation allow the City to participate in said improvements by funding the engineering design and construction costs associated with the Interstate 635 improvements between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the project includes reconstructing the Town East Boulevard bridge and realigning Town East Boulevard under the bridge, relocating four (4) entrance/exit ramps, adding two (2) ramps, adding a northbound and southbound auxiliary lane to Interstate 635, replacing the Towne Centre Drive bridge and relocation of existing utilities; and

WHEREAS, the Texas Department of Transportation has determined that such participation is in the best interest of the citizens of the State.

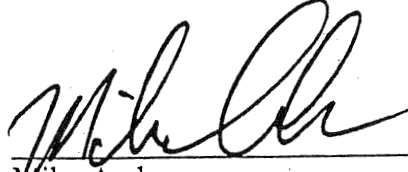
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the terms and conditions of the Interlocal Agreement attached hereto as Exhibit A, titled "ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF MESQUITE" are hereby approved after being reviewed by the City Council of the City of Mesquite and found to be acceptable and in the best interest of the City of Mesquite and its citizens.

SECTION 2. That the City Council of the City of Mesquite authorizes Mike Anderson, Mayor, to execute an Interlocal Agreement with the State of Texas through the Texas Department of Transportation for participation in the engineering design, utility relocation and construction of improvements on Interstate 635 between U.S. Highway 80 and north of Town East Boulevard.

SECTION 3. That this resolution shall take effect from and after its passage.

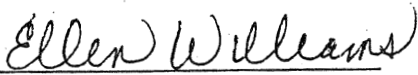
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of March, 2002.



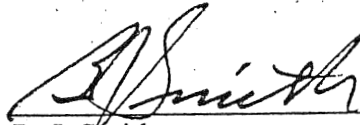
Mike Anderson
Mayor

ATTEST:

APPROVED:



Ellen Williams
City Secretary



B. J. Smith
City Attorney

APPROVED BY CITY COUNCIL

DATE 3/4/02

CITY SEC. _____

CSJ 2374-02-098

Project Number _____

County Dallas

Location: I.H. 635

From: North of Town East

To: U.S. 80

**ADVANCE FUNDING AGREEMENT FOR STANDARD
TRANSPORTATION IMPROVEMENT PROJECTS (ON-SYSTEM)**

Kr
USO (Mesquite)
Section 1
Phase 1

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and _____ City of Mesquite _____

_____, a _____, acting by and through Mike Anderson, Mayor, hereinafter called the Local Government.

WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Commission Minute Order Number 108680 + 104810 authorizes the State to undertake and complete a highway improvement generally described as part of the Unified Transportation Program (UTP); and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the Mesquite Section located along I.H. 635 North of Town East Blvd. to U.S. 80, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 4. Responsibilities of the Parties

The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 5. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

Article 6. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 7. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 8. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 10 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the local entity. The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.

Article 9. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 10. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- A. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- C. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

- D. The State will not pay interest on any funds provided by the Local Government.
- E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

11. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

State: Paul E. Williams, P.E.
Area Engineer
Northeast Dallas County
4777 East Hwy. 80
Mesquite, Texas 75150-6643
(214) 320-6240
FAX: (214) 320-6655

Local Government: Timothy M. Timulty, P.E.
Director of Public Service
City of Mesquite
BOX 851037
Texas 75185-0137
(972) 216-6217
FAX: (972) 216-8100

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 12. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 14. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 15. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By Jay Nelson Date 3/25/02
Jay R. Nelson, P.E. - Dallas District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of Mesquite

By Mike Anderson Date 3/18/2002

Typed or Printed Name and Title Mike Anderson
Mayor

ATTEST:

City Secretary: Ellen Williams Date 3/18/02

Approved as to form:

Willie F. ...
Assistant City Attorney

ATTACHMENT "A"

Payment Provisions and Work Responsibilities

Description of the Estimated Cost of the Items of Work

The Project includes the entire Mesquite Section from North of Town East Blvd. to U.S. 80. Due to scheduling, funding and logical sequencing the project will need to be broken into two phases. **Phase 1** will be for Towne Centre Drive and associated ramp and roadway improvements; and **Phase 2** will be for Town East Blvd and associated ramp and roadway improvements. This will necessitate the preparation of two sets of plans, specifications and estimates (PS&E), arrangement of two funding payment schedules and the administration of two construction projects.

For identification, accounting and participation purposes the Project will be broken into eleven (11) discrete parts, see attachment "B". The eleven (11) parts are listed below and are generally separated into their respective **Phase 1** and **Phase 2** components. These parts will become the basis for payment percentages to be applied to the project for the City and State shares of the construction costs.

Phase 1 – Towne Centre Drive

- **Part 1** - Replace the existing 4 lane Towne Centre Drive underpass with a new 6 lane structure to include a U-turn on the north side, reconstruct the Towne Centre Drive intersection approaches to match existing conditions and reconstruct the frontage road intersections. This includes an amount for urban design treatments on the bridge and surrounding area.
- **Part 2** - Relocate and reconstruct the southbound Town East Blvd. entrance ramp and the southbound auxiliary lane from the ramp to the U.S. 80 interchange.
- **Part 3** - Construct the new Towne Centre Drive southbound exit ramp.
- **Part 4** - Relocate and reconstruct the northbound Town East Blvd. exit ramp and the northbound auxiliary lane from the U.S. 80 interchange to the ramp.

Phase 2 – Town East Blvd.

- **Part 5** - Reconstruct the west half of the Town East Overpass, a southbound auxiliary lane over Town East Blvd. This includes an amount for urban design treatments on the bridge and surrounding area.
- **Part 6** - Reconstruct the east half of the Town East Overpass, a northbound auxiliary lane over Town East Blvd. and a new Town Centre Drive northbound entrance ramp. This includes an amount for urban design treatments on the bridge and surrounding area.
- **Part 7** - Reconstruct the Town East Blvd. frontage road cross street intersections and portion under the overpass.

- Part 8 – Reconstruct the Town East Blvd. intersection approaches to the frontage road intersections.
- Part 9 – Reconstruct and revise profile of the northbound frontage road approaching Town East Blvd.
- Part 10 – Install traffic signals at North Mesquite Drive.
- Part 11 – Replace I.H. 635 mainlane pavement including shoulders, median barrier, illumination and signing from south of Town East Blvd. to south of Towne Centre Drive.

The City and the State, as outlined in Attachment "C", will pay for or share in the construction cost of each of the project parts as identified. The estimated total construction cost for the Project is \$28,861,705. The City's estimated total share of the construction cost of the project is \$ 6,357,558. The State's estimated total share of the construction cost of the project is \$22,504,147.

The City will also pay, in addition to the construction costs, for the design engineering, preparation of the right-of-way maps, property deed research, right-of-way acquisition, and identified utility relocations in the cross street transition approaches for a total estimated cost to the City of \$ 9,299,397.

The State will also pay, in addition to the construction costs, for the reimbursable portion of the utility relocations within State owned right-of-way, all review costs, and all construction engineering and contingency costs for an estimated total cost to the State of \$ 39,184,467.

A. ACQUISITION OF RIGHT-OF-WAY

(1) The City shall assume all costs in providing the State fee simple title free and clear of all liens and encumbrances for all land used as right-of-way for the State Highway System. The City must comply with the requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq., and documentation to support such compliance must be maintained and must be made available to the State and its representatives for review and inspection. Title right-of-way shall exclude oil, gas and sulfur which can be removed from beneath the surface of the land without the right in the owners thereof for ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling or mining the same. The City shall secure and provide to the State the required easements or fee title to any other land, such as that required for drainage outfall channels, wetland mitigation, and detention ponds, in addition to normal right-of-way as may be indicated on the approved right-of-way map. The State will provide the City standard deed forms used by the State in acquiring highway right-of-way and such forms will be used by the City in conveying title to the State. Title to the acquired right-of-way shall be secured in the name of the State or should be conveyed to the State by the City if previously acquired in the name of the City. Any deletions, additions or modifications of the forms must be approved in writing by the State.

(2) All right-of-way acquired by the City for purposes of constructing the Project shall be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the City. When required by the State, the City shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants have been removed from the right-of-way.

B. RIGHT-OF-WAY DESCRIPTION

The City shall assume all costs in preparing right-of-way maps, property descriptions and other data as needed to properly describe the right-of-way which the City is to acquire and provide to the State.

C. RELOCATION ASSISTANCE

The State shall assume all costs of providing relocation assistance as may be determined to be eligible under the Relocation Assistance Program. The State will comply with Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 and et seq. Documentation to support such compliance must be maintained by the State.

D. UTILITY RELOCATION

The City and State will provide all necessary utility relocation/adjustments costs as estimated and indicated in Attachment "C".

E. PRELIMINARY ENGINEERING AND PLAN PREPARATION

(1) The City shall assume all costs in preparing or causing to be prepared the Project's preliminary engineering necessary for the development of the plans, specifications and estimates (P.S. & E.). The P.S. & E. shall be developed in accordance with the State's 1995 Standard Specifications for Construction of Highways, Streets and Bridges or its currently approved revisions.

(2) The State shall review all engineering documentation, including the P.S. & E. upon completion or at any time it is deemed necessary by the State. Should the State determine that the engineering plans or portions thereof are unacceptable, the City shall, at its own costs, correct the documents to the satisfaction of the State. The City shall prepare and submit all engineering documentation to the State for acceptance and approval.

F. CONSTRUCTION

The State will advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for the desired construction in accordance with applicable

laws and procedures. Field changes, supplemental agreements, or additional work orders which may become necessary subsequent to the award of the contract shall be subject to the approval of the State.

2. SCHEDULE OF PAYMENT

In an effort to accelerate the Phase 1 project the City of Mesquite has agreed to fully fund the balance of the Phase 1 project with their total construction responsibility amount for Phase 1 and Phase 2.

The project is principally funded from three sources of funding;

1. The City of Mesquite
2. TxDOT - Surface Transportation Program - Metropolitan Mobility (STP-MM)
3. TxDOT - Texas Transportation Commission - Strategic Priority (Category 12)

Payment # 1 - Prior to thirty days before the Phase 1 project is let, the City shall provide to the State seventy five (75%) of the City's commitment share of the estimated construction costs for Phase 1. This is estimated in the amount of \$4,768,168 which does not include any construction engineering or contingency money. Those costs are to be paid by the State.

Payment # 2 - Prior to six (6) months after the Phase 1 project is let, the City shall provide to the State twenty five (25%) of the City's commitment share of the estimated construction costs for Phase 1. This is estimated in the amount of \$1,589,389 which does not include any construction engineering or contingency money. Those costs are to be paid by the State.

3. Actual Cost Agreement

The City and State shall be responsible for the costs associated with right-of-way acquisition, right-of-way map and deed preparation, relocation assistance, utility relocations, plan preparation, and construction as outlined in Attachment "C".

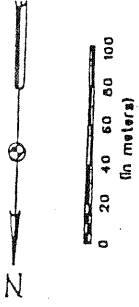
Upon completion and acceptance of the services established herein, the State will prepare a final audit of all costs for which it has incurred. Upon completion of the audit, any remaining funds due the City will be promptly returned.

ATTACHMENT "C"
Estimated City and State Costs

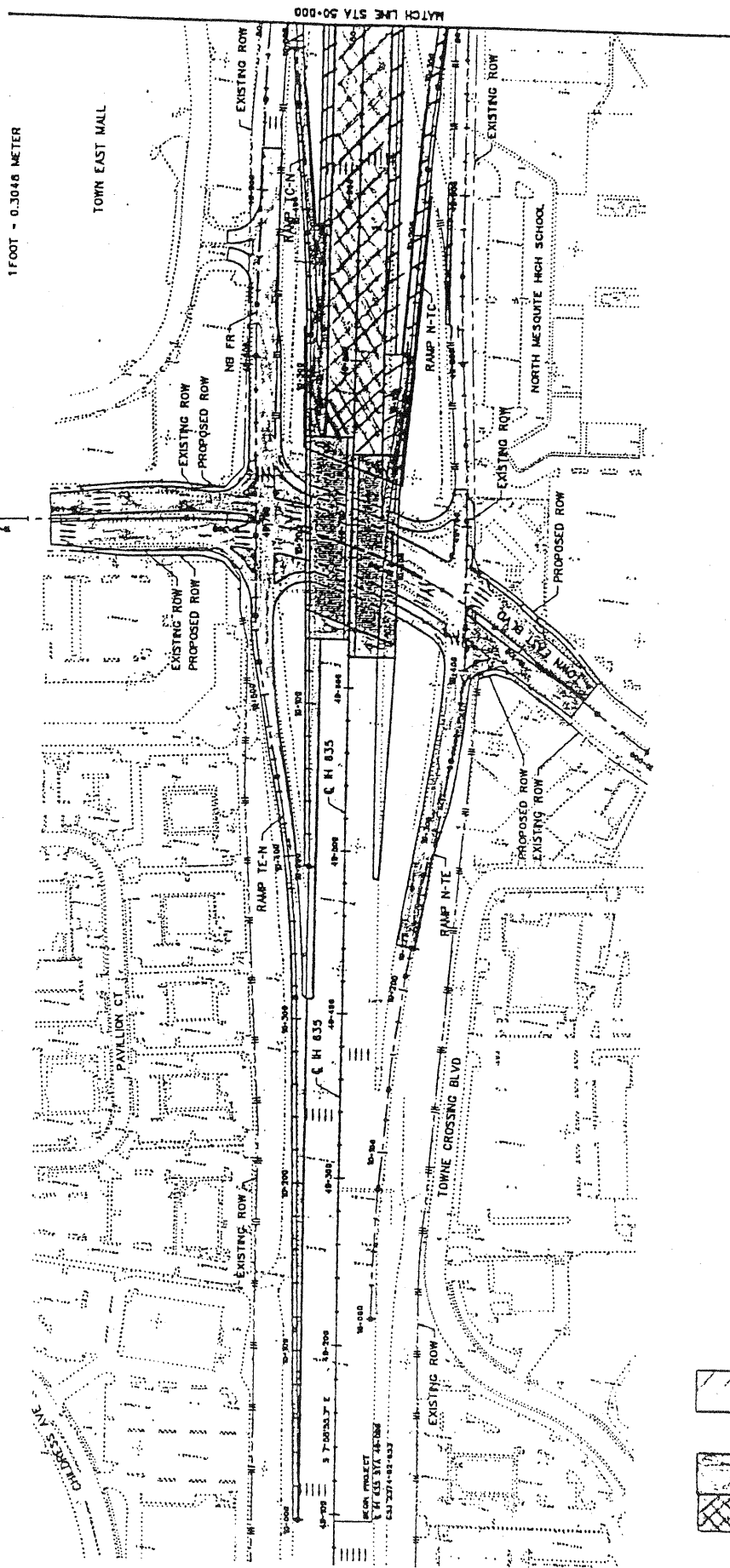
Phase 1 - Towne Centre Drive Bridge and Approaches, SB Exit to Towne Centre, Other Roadway Improvements



Phase 2 - IH 635 Bridge over Town East Blvd., Town East Blvd, NB Entrance From Towne Centre Drive, Other Roadway Improvements

Items of Work	Description	City		State/FHWA		Total
		Share	Cost	Share	Cost	Cost
A	Acquisition of Right-Of-Way					
	Phase 1	0%	0	0%	0	0
	Phase 2 (Four Parcels at Town East Blvd.)	100%	1,057,280	0%	0	1,057,280
	A - Subtotal		1,057,280		0	1,057,280
B	Right-Of-Way Map & Deed Preparation					
	Phase 1	0%	0	0%	0	0
	Phase 2 (Four Parcels at Town East Blvd.)	100%	22,729	0%	0	22,729
	B - Subtotal		22,729		0	22,729
C	Relocation Assistance (None Anticipated)					
	Phase 1	0%	0	0%	0	0
	Phase 2	0%	0	0%	0	0
	C - Subtotal		0		0	0
D	Utility Adjustments					
	Phase 1	100%	400,000	0%	0	400,000
	Phase 2	0%	0	100%	4,660,000	4,660,000
	D - Subtotal		400,000		4,660,000	5,060,000
E	Preliminary Engineering and PS&E (Initial Contract)					
	Phase 1 & Phase 2	100%	1,461,830	0%	0	1,461,830
	E - Subtotal		1,461,830		0	1,461,830
F	Construction					
	Phase 1 (Construction Responsibility)	32%	3,479,370	68%	7,393,661	10,873,031
	Phase 2 (Construction Responsibility)	16%	2,878,188	84%	15,110,486	17,988,674
	Construction Responsibility - Subtotal		6,357,558		22,504,147	28,861,705
	Phase 1 (Construction Commitment)	58%	6,357,558	42%	4,515,473	10,873,031
	Phase 2 (Construction Commitment)	0%	0	100%	17,988,674	17,988,674
	Construction Commitment - Subtotal					28,861,705
	Construction Cost - Subtotal		6,357,558		22,504,147	28,861,705
	Construction E&C, 7% (STPMM-4C State Cat.)	7%	445,029	7%	1,575,290	2,020,319
	Share of E&C (On System State pays 100%)	0%	0	100%	2,020,319	2,020,319
	Construction Total		6,357,558		24,524,467	30,882,024
A, B, C, D, E, F - Total			9,299,397		29,184,467	38,483,863
	Payment # 1 - 75% of Phase 1 City Commitment	30 Day Prior	6,357,558	75%	4,768,168	
	Payment # 2 - 25% of Phase 1 City Commitment	6 Mo After	6,357,558	25%	1,589,389	
					6,357,558	



CONVERSION FACTOR
1 FOOT = 0.3048 METER



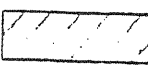
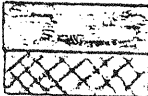


IH 635 PRELIMINARY PLAN VIEW

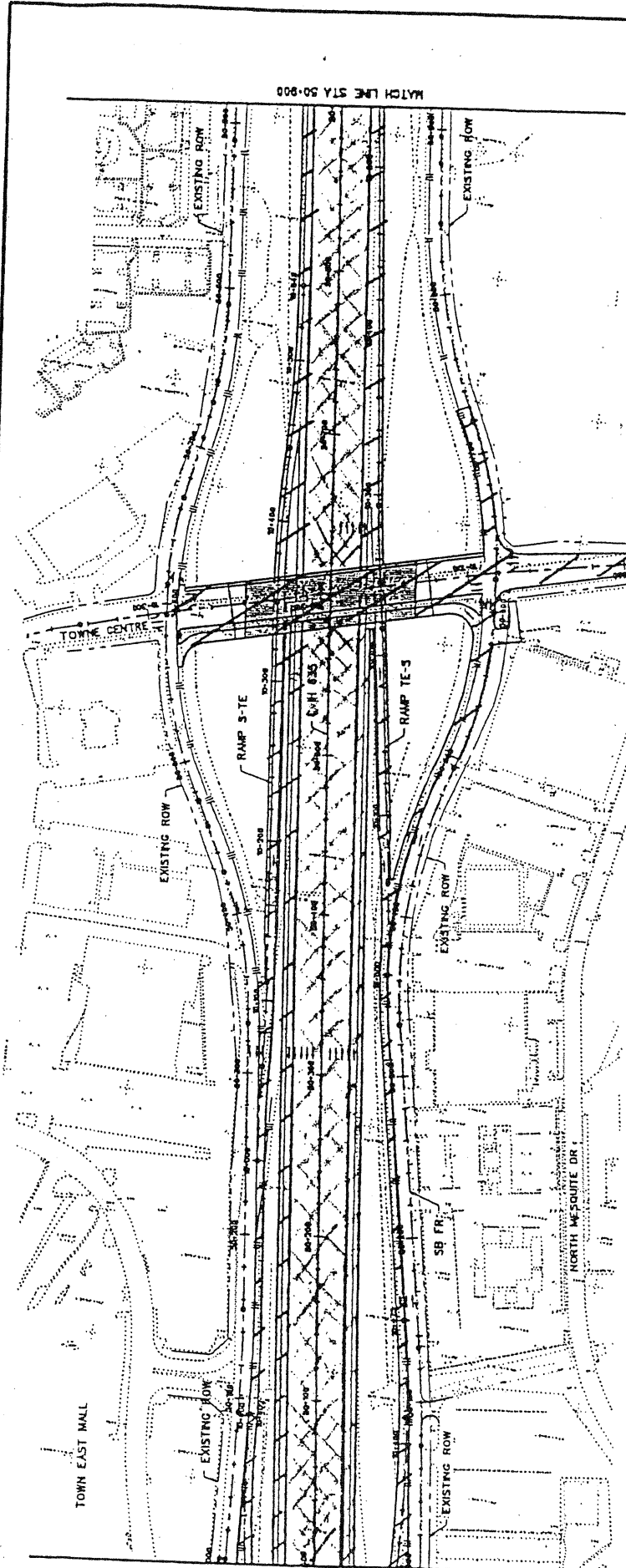
IH 30 TO US 80

APRIL 2000
SHEET 1 OF 1

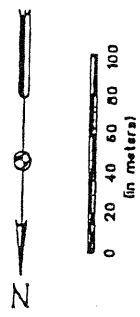
Environmental Assessment
Mesquite Section
Appendix A
Page A5 of A15

LEGEND

-  - Phase 1.
-  - Phase 2.
-  PROPOSED
-  EXISTING

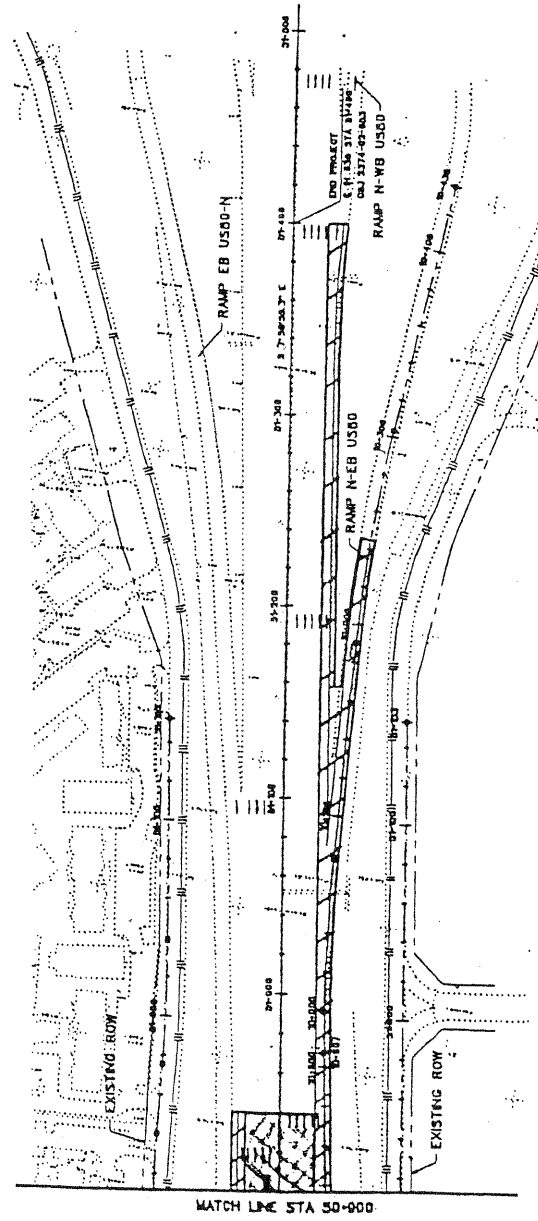



Environmental Assessment
 Mesquite Section
 Appendix A
 Page A6 of A15



LEGEND
 PROPOSED ———
 EXISTING - - - - -

CONVERSION FACTOR
 1 FOOT = 0.3048 METER




LBJ Corridor
 Transportation Study
IH 635 PRELIMINARY
PLAN VIEW
 IH 30 TO US 80

RESOLUTION NO. 10-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR PROVIDING THE CONSTRUCTION OF VARIOUS ROADWAY IMPROVEMENTS FOR INTERSTATE 635 FROM U.S. HIGHWAY 80 TO NORTH OF TOWN EAST BOULEVARD.

WHEREAS, the City of Mesquite wishes to improve traffic flow along Interstate 635 between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the City of Mesquite has requested that the Texas Department of Transportation allow the City to participate in said improvements by funding the engineering design and construction costs associated with the Interstate 635 improvements between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the project includes reconstructing the Town East Boulevard bridge and realigning Town East Boulevard under the bridge, relocating four (4) entrance/exit ramps, adding two (2) ramps, adding a northbound and southbound auxiliary lane to Interstate 635, replacing the Towne Centre Drive bridge and relocation of existing utilities; and

WHEREAS, the Texas Department of Transportation has determined that such participation is in the best interest of the citizens of the State.

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

SECTION 1. That the terms and conditions of the Interlocal Agreement attached hereto as Exhibit A, titled "ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF MESQUITE" are hereby approved after being reviewed by the City Council of the City of Mesquite and found to be acceptable and in the best interest of the City of Mesquite and its citizens.

SECTION 2. That the City Council of the City of Mesquite authorizes Mike Anderson, Mayor, to execute an Interlocal Agreement with the State of Texas through the Texas Department of Transportation for participation in the engineering design, utility relocation and construction of improvements on Interstate 635 between U.S. Highway 80 and north of Town East Boulevard.


SECTION 3. That this resolution shall take effect from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of March, 2002.




Mike Anderson
Mayor

ATTEST:



Ellen Williams
City Secretary

APPROVED:



B. J. Smith
City Attorney

CITY OF MESQUITE, TEXAS

MAYOR AND COUNCIL COMMUNICATION

DATE	REFERENCE NUMBER	SUBJECT	PAGE
12-06-2004	7 <i>J</i>	Resolution-Amending LBJ (Mesquite Section) Phase Two Advance Funding Agreement	1 OF 1

BACKGROUND:

The LBJ (Mesquite Section) Project is the first project to begin construction along the LBJ Corridor Improvements from U.S. Highway 80 to Luna Road. The Mesquite Section project consists of relocating four entrance/exit ramps, adding two ramps along IH 635 from Town East Boulevard to U.S. Highway 80, adding auxiliary lanes to IH 635 and reconstructing the Towne Centre Drive and Town East Boulevard bridges.

The project was designed in two phases to expedite the construction of the access to the Towne Centre Drive area. The Phase One Improvements consisted of reconstructing the Towne Centre Drive bridge, adding an exit ramp for southbound traffic to Towne Centre Drive, relocating the southbound entrance ramp of IH 635 from Town East Boulevard and relocating the exit ramp for northbound traffic on IH 635 to Town East Boulevard. These improvements have been completed. During the design of the Phase Two Improvements, the Texas Department of Transportation (TxDOT) agreed to include the design and construction of improvements for the westbound IH 30 to southbound IH 635 ramp and the southbound frontage road of IH 635 from IH 30 to Town East Boulevard.

FINANCIAL IMPLICATIONS:

TxDOT has agreed to construct the additional improvements for the IH 30/IH 635 ramp and southbound frontage road of IH 635 from IH 30 to Town East Boulevard with the Phase Two Improvements. Amendment No. 3 to the TxDOT Advance Funding Agreement requires the City to pay the engineering design fee for this additional work while TxDOT will fund the construction. Amendment No. 3 will credit the City's participation for Phase Two construction (\$6,357,558.00) by the engineering design fee (\$742,271.00). This additional construction does not increase the City's participation cost in the Mesquite Section project.

RECOMMENDATION/ACTION DESIRED:

Staff recommends the City Council approve a resolution authorizing the Mayor to execute Amendment No. 3 to the Advance Funding Agreement with TxDOT for the LBJ (Mesquite Section) Phase Two project to include the design and construction of improvements to the westbound IH 30 to southbound IH 635 ramp and the southbound frontage road from IH 30 to Town East Boulevard.

Attachment: Resolution

*APPROVED BY CITY COUNCIL
ON CONFIDENT AGENCY
Tim T 12/6/2004*

CITY MANAGER'S OFFICE: Ted Barron	PREPARED BY: <i>T. Tumulty P.E.</i> Timothy M. Tumulty, P.	FUNDING OCA(s):
DEPARTMENT HEAD: <i>T. Tumulty P.E.</i>	DISPOSITION BY COUNCIL: <input type="checkbox"/> APPROVED	

RESOLUTION NO. 51-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 3 TO THE ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION PROVIDING FOR THE CONSTRUCTION OF VARIOUS ROADWAY IMPROVEMENTS FOR INTERSTATE 635 FROM U.S. HIGHWAY 80 TO NORTH OF TOWN EAST BOULEVARD.

WHEREAS, the City of Mesquite (the "City") wishes to improve traffic flow along Interstate 635 between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the City has requested that the Texas Department of Transportation ("TxDOT") allow the City to participate in said improvements by funding the engineering design and construction costs associated with the Interstate 635 improvements between U.S. Highway 80 and north of Town East Boulevard; and

WHEREAS, the project includes reconstructing the Town East Boulevard bridge and realigning Town East Boulevard under the bridge, relocating four entrance/exit ramps, adding two ramps, adding a northbound and southbound auxiliary lane to Interstate 635, replacing the Towne Centre Drive bridge and relocation of existing utilities; and

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State; and

WHEREAS, on March 4, 2002, pursuant to Resolution No. 10-2002, the City Council approved the Advance Funding Agreement with TxDOT; and

WHEREAS, Amendment No. 1 to the Master Advance Funding Agreement was approved by City Council on March 1, 2004, and Amendment No. 2 was approved by City Council on June 7, 2004; and

WHEREAS, the City and TxDOT have agreed to perform engineering design and construction for the extension of the project limits for improvements to the ramp for westbound Interstate 30 to southbound Interstate 635 ramp along with installation of the southbound frontage road of Interstate 635 from Interstate 30 to Town East Boulevard.

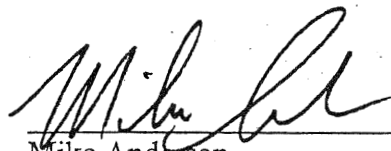
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the terms and conditions of the amendment attached hereto as Exhibit "A," titled "ADVANCE FUNDING AGREEMENT AMENDMENT NO. 3," are hereby approved after being reviewed by the City Council and that the amendment is found to be acceptable and in the best interest of the City of Mesquite and its citizens.

SECTION 2. That the City Council authorizes the Mayor to execute the Advance Funding Agreement Amendment No. 3 with the State of Texas through the Texas Department of Transportation ("TxDOT") for modification to the project limits for engineering design and construction for the improvements to the westbound Interstate 30 to southbound Interstate 635 ramp and the southbound frontage road of Interstate 635 from Interstate 30 to Town East Boulevard as detailed in Exhibit "A."

SECTION 3. That this resolution shall take effect immediately from and after its passage.

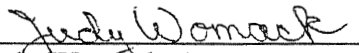
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 6th day of December, 2004.



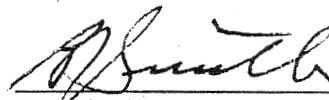
Mike Anderson
Mayor

ATTEST:

APPROVED:



Judy Womack
City Secretary



B. J. Smith
City Attorney

UNTY OF TRAVIS §

Exhibit "A"
Page 1 of 6

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 3**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Mesquite, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on July 23, 2002 to effectuate their agreement to provide highway improvements described as the Mesquite Section located along IH 635 North of Town East Boulevard to U.S. 80; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items:

Attachment A, Payment Provisions and Work Responsibilities, is hereby amended to include at the State's request added preliminary engineering and PS&E work for the extension of the project limits from IH 635 Sta. 1043+93.55 to Sta. 1022+00 at a cost to the City of \$742,271 which is identified as "Phase 2B" in the revised Attachment B, Location Map; and to construct an added Southbound Frontage Road along IH 635 between IH 30 and Town East Boulevard, a ramp from the Westbound IH 30 to the Southbound IH 635 Direct Connector to the Southbound IH 635 Frontage Road, and a ramp from the Southbound IH 635 main-lanes to the Southbound IH 635 Frontage Road at a cost to the State of \$9,857,600, identified as "Phase 2B" in the revised Attachment C, Estimated City and State Costs.

Attachment C, Estimated City and State Costs, is hereby amended to increase by \$742,271 for the cost to the State for the City's preliminary engineering and PS&E work for "Phase 2B" and by \$9,857,600 for the added State's cost for the construction of "Phase 2B". The City's cost of \$742,271 for the preliminary engineering and PS&E work for "Phase 2B" as requested by the State, will be reallocated by the State towards reducing the City's construction cost by \$742,271 as described in the revised Attachment C, hereto attached and made part hereof.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT – CITY OF MESQUITE

THE STATE OF TEXAS

By: _____
Mike Anderson
Mayor

Date: _____

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date: _____

County: Dallas

CSJ: 2374-02-098; 2374-02-110

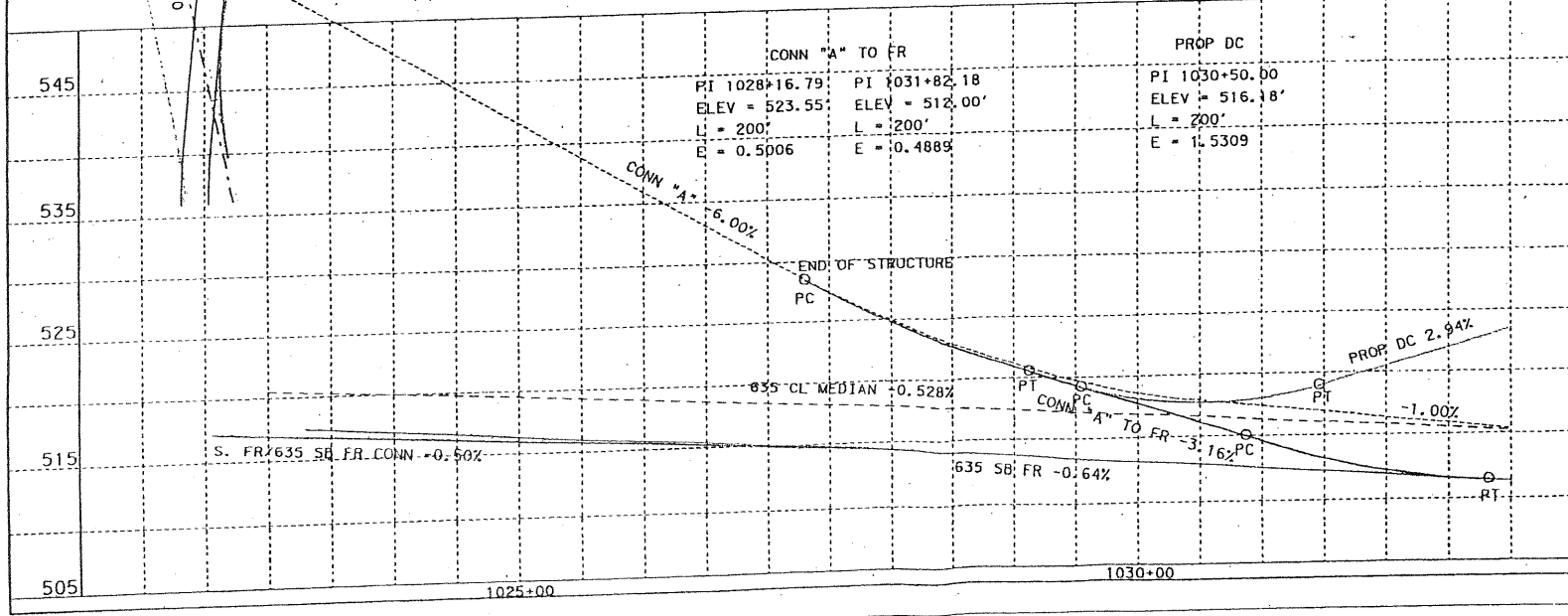
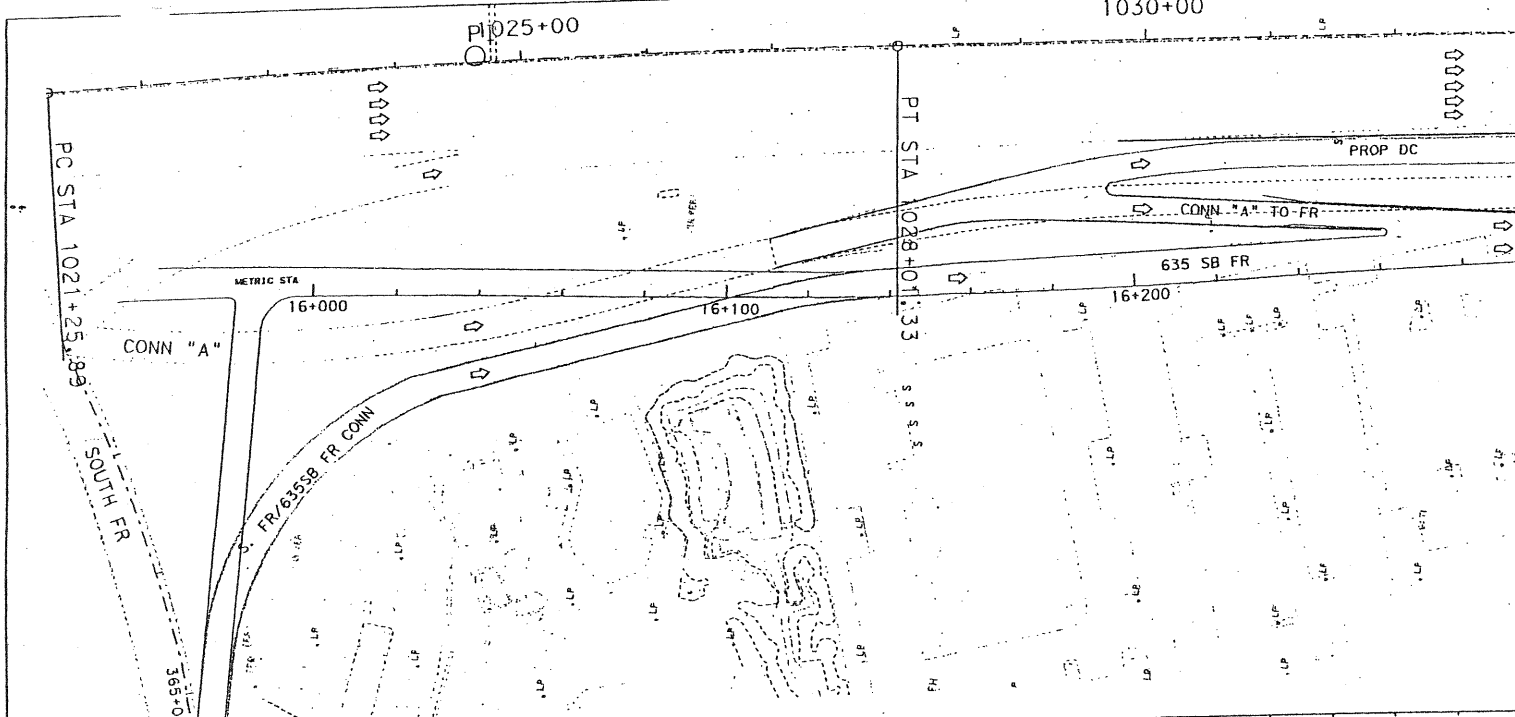
Project No: NH 2002 (815); STP () MM

Location: IH 635: North of Town East
Boulevard to US 80

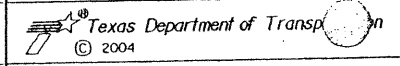
Exhibit "A"

Page 2 of 6

Revised ATTACHMENT B
Location Map
Amendment #3 - August 2004



CONN "A" TO FR		PROP DC
PI 1028+16.79	PI 1031+82.18	PI 1030+50.00
ELEV = 523.55	ELEV = 512.00'	ELEV = 516.18'
L = 200'	L = 200'	L = 200'
E = 0.5006	E = 0.4889	E = 1.5309

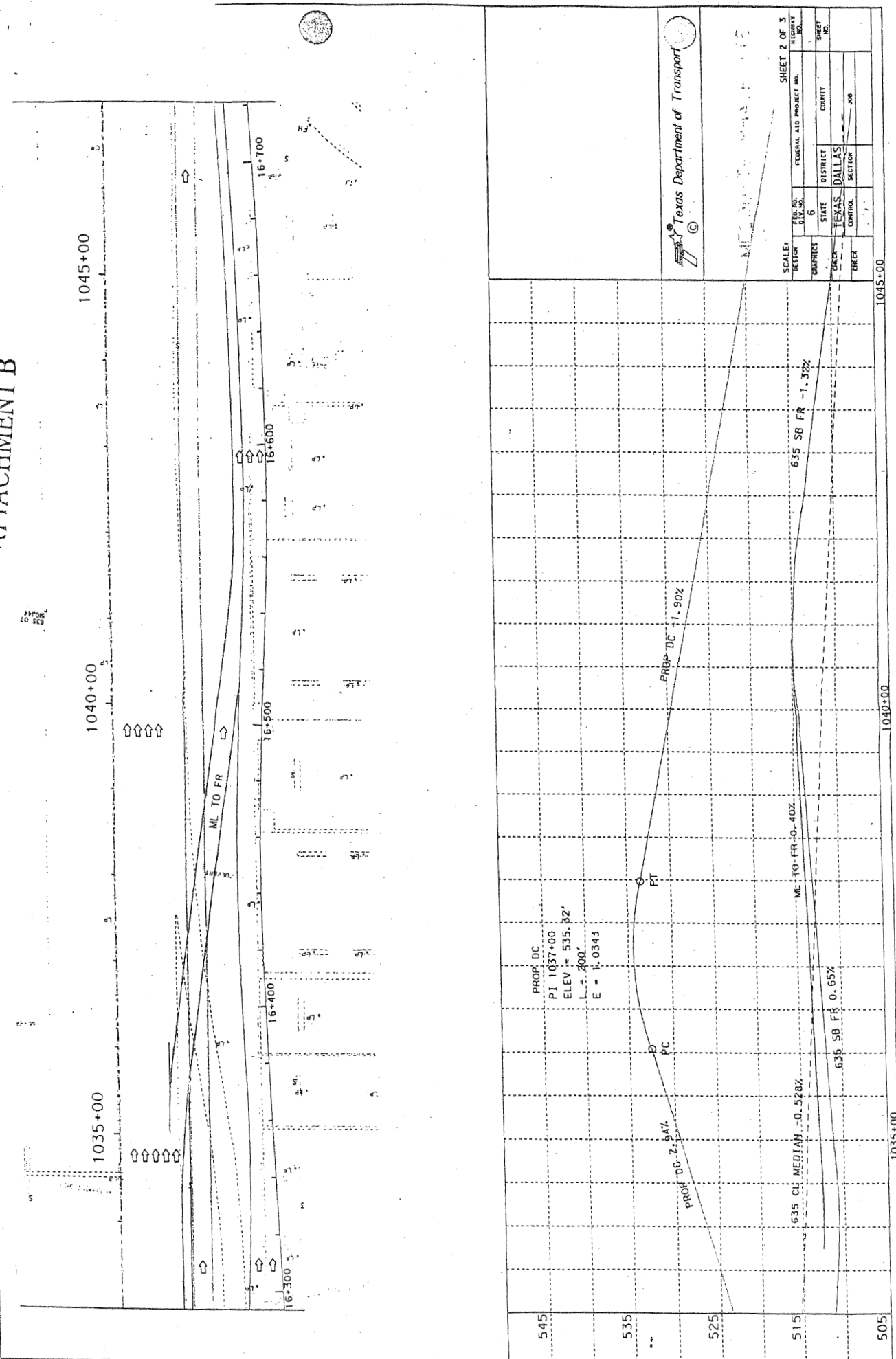


MESQUITE PHASE IIB

SCALE:	SHEET 1 OF 3		
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	6		
CHECK	STATE	DISTRICT	COUNTY
CHECK	TEXAS	DALLAS	
CHECK	CONTRACT	SECTION	JOB

ATTACHMENT B

Location: IH 635 from North of Town E



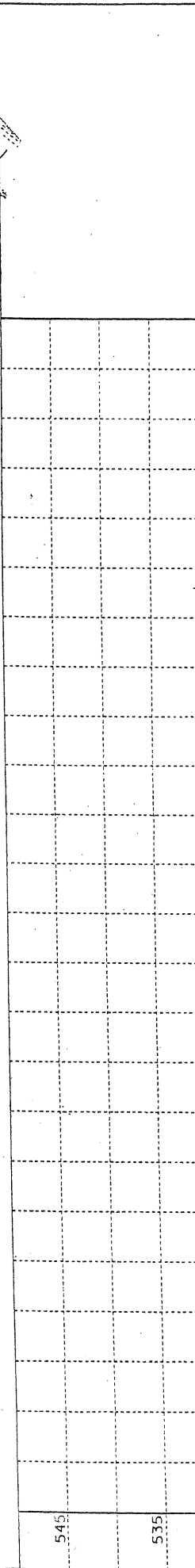
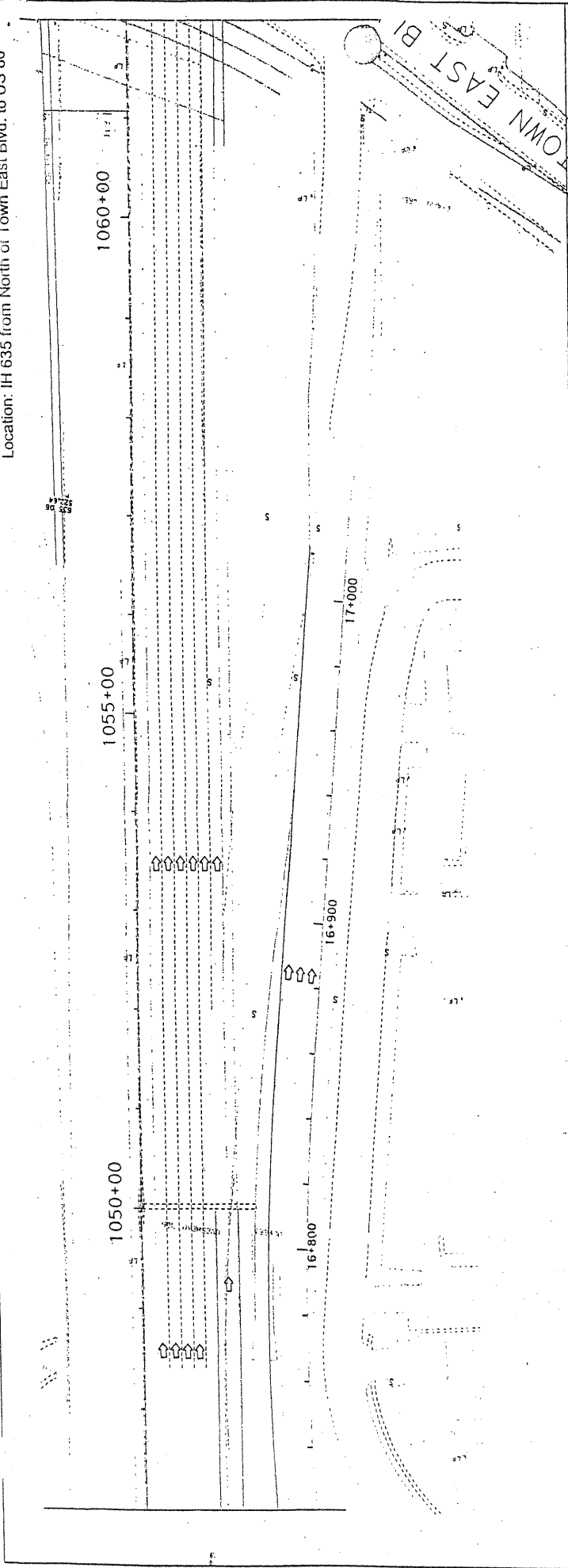
Texas Department of Transport

SCALE:	FED. AID PROJECT NO.	SHEET 2 OF 3
DISTRICT	STATE	COUNTY
DISTRICT	TEXAS	DALLAS
SECTION	CONTROL	SECTION

Exhibit
 Page 4

ATTACHMENT B

City: Dallas
CSJ: 2374-02-0
74-02-119
Location: IH 635 from North of Town East Blvd. to US 80



Texas Department of Transportation
 METCALFE PHASE 02

DESIGN	FED. AID PROJ. NO.	SHEET 3 OF 3	
CHECK	FED. AID PROJECT NO.	HIGHWAY	NO.
CHECK	STATE	DISTRICT	COUNTY
CHECK	TEXAS	DALLAS	SECTION
CHECK	CANONICAL	SECTION	JOB

SCALE: 1" = 40' HORIZONTAL
 1" = 10' VERTICAL
 515
 535
 525
 515
 505
 1050+00
 1055+00
 635' CL MEDIAN 1:50%
 635 SB FR
 1.90%
 1.65%
 1.95%

Revised ATTACHMENT C
 Estimated City and State Costs
 Amendment #3 - August 2004

Exhibit "A"
 Page 6 of

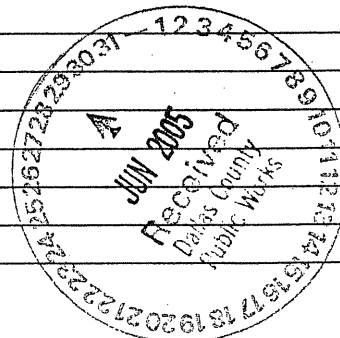
Items of Work	Description	City		State/FHWA		Total Cost
		Share	Cost	Share	Cost	
A	Acquisition of Right-of-Way					
	Phase 1	0%	0	0%	0	0
	Phase 2 (Four Parcels at Town East Blvd)	100%	\$ 1,057,280	0%	0	\$ 1,057,280
	<i>A - Subtotal</i>		\$ 1,057,280			\$ 1,057,280
B	Right-of-Way Map & Deed Preparation					
	Phase 1	0%	0	0%	0	0
	Phase 2 (Four Parcels at Town East Blvd)	100%	\$ 22,729	0%	0	\$ 22,729
	<i>B - Subtotal</i>		\$ 22,729			\$ 22,729
C	Relocation Assistance (None Anticipated)					
	Phase 1	0%	0	0%	0	0
	Phase 2	100%	0	0%	0	0
	<i>C - Subtotal</i>		0		0	0
D	Utility Adjustments					
	Phase 1	100%	\$ 400,000	0%	0	\$ 400,000
	Phase 2	100%	0	100%	\$ 4,660,000	\$ 4,660,000
	<i>D - Subtotal</i>		\$ 400,000		\$ 4,660,000	\$ 5,060,000
E	Preliminary Engineering and PS&E (Initial Contract)					
	Phase 1 and Phase 2	100%	\$ 1,461,830	0%	0	\$ 1,461,830
	Requested State Items (Amend. #1)	0%	0	100%	\$ 130,000	\$ 130,000
	Phase 2B (Amend. #3)	0%	\$ 742,271	0%	0	\$ 742,271
	<i>E - Subtotal</i>		\$ 2,204,101		\$ 130,000	\$ 2,334,101
F	Construction					
	Phase 1 (Construction Responsibility)	32%	\$ 3,479,370	68%	\$ 7,393,661	\$ 10,873,031
	Phase 2 (Construction Responsibility)	16%	\$ 2,878,188	84%	\$ 15,110,486	\$ 17,988,674
	Phase 2B (Amend. #3) Added State Resp.	0%	0	100%	\$ 9,857,600	\$ 9,857,600
	<i>Construction Responsibility - Subtotal</i>		\$ 6,357,558		\$ 32,361,747	\$ 38,719,305
	Phase 1 (Construction Commitment)	0%	0	100%	\$ 10,873,031	\$ 10,873,031
	Phase 2 (Construction Commitment)	23%	\$ 6,357,558	77%	\$ 21,488,716	\$ 27,846,274
	Phase 2B (Amend. #3) +/- 2B Reallocation	0%	\$ (742,271)	100%	\$ 742,271	0
	<i>Construction Commitment - Subtotal</i>		\$ 5,615,287		\$ 33,104,018	\$ 38,719,305
	Construction Cost - Total		\$ 5,615,287		\$ 33,104,018	\$ 38,719,305
	Construction E&C, 7% of Const. Resp. (STPMM-4C State Cat.)	7%	\$ 445,029	7%	\$ 2,265,322.0	\$ 2,710,351
	Share of E&C (On System State pays 100%)	0%	0	100%	\$ 2,710,351	\$ 2,710,351
	Construction Total		\$ 5,615,287		\$ 35,814,369	\$ 41,429,656
Total - Items of Work - A, B, C, D, E, F		\$ 9,299,397		\$ 40,604,369	\$ 49,903,766	
	Payment #1 - 75% of Phase 2 City Commitment	30 days	\$ 4,211,465			
		before letting				
	Payment #2 - 25% of Phase 2 City Commitment	6 Months after	\$ 1,403,822			
		letting				

TRANSMITTAL LETTER

City of Mesquite
Public Works Department
1515 North Galloway, P.O. Box 850137
Mesquite, Texas 75185-0137
(972) 216-6217
(972) 216-8100 FAX

Date: June 27, 2005
Re: LBJ (Mesquite Section) Phases 2 and 2B

Mr. Tushar Solanki
Dallas County Public Works Department
411 Elm Street
4th Floor
Dallas, Texas 75202



We are sending you: Attached Under separate cover via _____ the following items:
 Shop Drawings Prints Plans Specifications Samples
 Copy of Letter Change Order Other

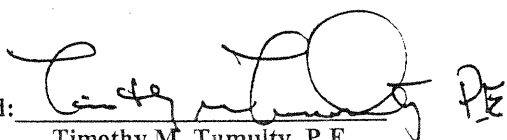
Copies	Description
1	Completed Draft Scope Topics For June 20, 2005 IH 635 Frontage Roads/Ramp 21905
1	Project Layout Map Showing Variable Width Right-Of-Way
1	City Council Resolution No.10-2002 Supporting TxDOT Advanced Funding Agreement
1	Executed TxDOT Advanced Funding Agreement For The LBJ (Mesquite Section) Project
1	M&C And City Council Resolution No.51-2004 For LBJ (Mesquite Section) Phase 2B Design

These are transmitted as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For your use | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> For review & comment | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For approval | <input type="checkbox"/> _____ | |

Per your email dated June 22, 2005, we have attached the requested information. If you have any questions, please call me.

Copy to: LBJ (Mesquite Section) Phases 2 and 2B

Signed: 
 Timothy M. Tumulty, P.E.
 Director of Public Works

If enclosures are not as noted, kindly notify us at once.

Program Management And Planning Status (PMAPS)

(Input Form)

Grey = Required Input (If Applicable)

Project Number:	21905	Project Name:	IH 635 Frontage Rds/ Ramp
Project Start Date	12-1-04	Project End Date	12-28-07
Program Year:	PY05	Project Manager:	(Contact - Tushar Solanki)

Category	Resource	Start Date	Finish Date	Resource%	\$ Cost
TOTAL PROJECT COST					\$34,983.00
Planning					\$0.00
	Assistant Director				\$0.00
	GIS Manager				\$0.00
	Sr. Trans Planner				\$0.00
	Trans Engineer				\$0.00
	Trans Planner				\$0.00
	Trans Technician				\$0.00
					\$21,571.73
Project Management					\$3,946.02
	Assistant Director	12/01/04	12/28/07	0.75%	\$0.00
	CDBG Engineer				\$0.00
	CDBG Forman				\$8,772.71
	Contract Administrator	12/01/04	12/28/07	2.00%	\$0.00
	Open Space Engineer				\$4,426.50
	Proj Engineer	12/01/04	12/28/07	1.00%	\$4,426.50
	Secretary	12/01/04	12/28/07	1.00%	\$0.00
	Sr. Proj Engineer				\$0.00
	Sr. Secretary				\$0.00
					\$3,192.23
Design					\$3,192.23
	Civil Engr Designer	12/01/04	12/28/07	1.00%	\$0.00
	Drafter				\$0.00
	Eng Technician				\$0.00
	Instrument Tech				\$0.00
	Manager				\$0.00
	Surveyor				\$0.00
	Sr Civil Engr Designer				\$0.00
					\$0.00
ROW / Property					\$0.00
	Accountant Clerk III				\$0.00
	Assistant Director				\$0.00
	Property Appraiser				\$0.00
	Property Mgmt Specialist				\$0.00
	Real Estate Manager				\$0.00
	ROW Agent				\$0.00
	Secretary ROW				\$0.00
	SR. ROW Agent				\$0.00
	SR. ROW Appraiser				\$0.00
					\$0.00
Construction MGMT					\$0.00
	Inspector				\$0.00
	Senior Inspector				\$0.00
					\$10,219.04
General Support					\$1,757.73
	Account Manager	12/01/04	12/28/07	0.50%	\$1,185.89
	Admin Assistant	12/01/04	12/28/07	0.50%	\$2,335.75
	Assistant Director	12/01/04	12/28/07	0.50%	\$3,270.46
	Director	12/01/04	12/28/07	0.50%	\$1,569.20
		12/01/04	12/28/07	IH 635 Frontage Rds_Ramp_21905	\$0.00

S. Henderson

**CITY LEAD PROJECTS
PFES Cost Projections**

		Required Input	
Project Number:	21905	Project Name:	IH 635 Frontage Rds/Ramp
Program Year:	PY 05	Project Manager:	Contact - Tushar Solanki
County: \$	\$1,742,271	County: %	19%
City/TxDOT Lead:	\$7,557,126	City: %	81%
Total*	\$9,299,397		100%

Category	Expense Name	Cost Projection
Design	By Consultant	
	IDIQ SUE	
	IDIQ SURVEY	
	IDIQ GEOTECH / SPECIALTY	
	County Participation	
	Total	\$0

ROW	ROW Professional Services	
	Utilities/Railroad	
	Acquisition	
	County Participation	
	Total	\$0

IHPD	In House Project Delivery Cost	
	Planning	\$0
	Project Management	\$21,572
	Design	\$3,192
	ROW	\$0
	Construction	\$0
	General Support	\$10,219
	Total	\$34,983

Construction	By Contractor	
	Lab Testing	
	County Participation	\$1,707,288
	Total	\$1,707,288

City Lead Cost		\$7,557,126
	Total	\$7,557,126

Total County Project Cost		\$34,983
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GRAND TOTAL		\$9,299,397
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*Court Order Revision#8 shows City's participation \$10M, while approved LAPFA shows \$9,299,397

Comment: Add an "*" next to any \$ figure that needs to be looked at a later time