

RESOLUTION NO. 10-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS WITH DALLAS COUNTY FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS ON THE LAPRADA DRIVE MAJOR CAPITAL IMPROVEMENT PROGRAM ("MCIP") PROJECT 20210B FROM MILLMAR DRIVE TO MOTLEY DRIVE.

WHEREAS, on May 16, 2011, the City Council approved the Master Agreement Governing Major Capital Improvement Program between the City of Mesquite ("City") and Dallas County ("County") providing for the construction of transportation improvements on roadways inside the County within the City that are on the North Central Texas Council of Governments Regional Thoroughfare Plan; and

WHEREAS, on June 3, 2013, the City and the County entered into a Project Specific Agreement in order to contract for the implementation of the Major Capital Improvement Project which approved specified projects for transportation improvements on LaPrada Drive from Millmar Drive to Motley Drive including a new parallel drainage line in the median from Motley Drive to connect to South Mesquite Creek; and

WHEREAS, on September 26, 2013, the County opened bids for the project; and

WHEREAS, the bid costs for the project came in \$131,750.00 higher than anticipated and now the County is requesting additional funding to cover the additional cost; and

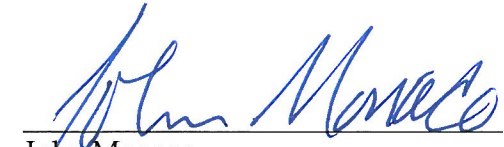
WHEREAS, the First Amendment to the Project Supplemental Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects includes the additional funding requested not to exceed a total of \$431,750.00; and

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

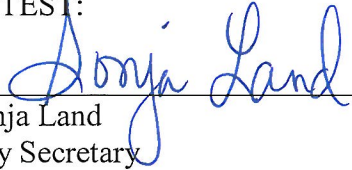
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute the First Amendment to the Project Supplemental Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects, attached hereto as Exhibit "A," with Dallas County for the purpose of transportation improvements on the LaPrada Drive MCIP Project 20210B from Millmar Drive to Motley Drive, including a new parallel drainage line in the median from Motley Drive to connect to South Mesquite Creek in an amount not to exceed a total of \$431,750.00.

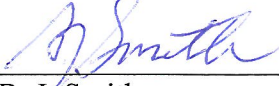
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of March, 2014.



John Monaco
Mayor

ATTEST:


Sonja Land
City Secretary

APPROVED:


B. J. Smith
City Attorney

EXHIBIT "A"

First Amendment

**Dallas County Capital Improvement Program
Project Specific Agreement
To the Master Agreement Governing
Major Capital Transportation Improvement Projects**

FIRST AMENDMENT

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

This Amendment is entered into this 8 day of April, 2014, to amend the Project Specific Agreement (“PSA”) between the City of Mesquite, Texas (the “City”), and County of Dallas acting by and through the Dallas County Commissioners Court (the “County”) for the implementation of the La Prada Drive MCIP Project 20210B from Millmar Drive to Motley Drive (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 2011-1014 dated July 11, 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. 2013-1202 dated July 9, 2013, County and City entered into a Project Specific Agreement for the implementation of the La Prada Drive MCIP Project 20210B from Millmar Drive to Motley Drive; 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 Agreement, except as modified below.

II. AMENDED PROVISIONS

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

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

B. “Article IV. Project Description” shall be and is hereby revised in its entirety to read as follows:

This PSA is entered into by the parties for public transportation improvements to La Prada Drive MCIP Project 20210B from Millmar Drive to Motley Drive to include a new parallel drainage line in the median and associated utility adjustments from Motley Drive to the South Mesquite Creek outfall. This Project will facilitate the movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of

County funds for the development of completed plans, specifications and construction cost estimates in accordance with Attachment A, Project Scoping Sheets.

- C. "Article VI. Agreements, Section B. City Responsibilities" shall be appended to include the following paragraph:

City shall be solely responsible for any Contractor claims arising out of delays caused by City in authorizing change order work generated in the course of construction and/or reviewing construction submittals, regardless of the reasons for change order authorization delays or submittal review delays.

- D. Article VI. Agreements, Section D. Funding" shall be and is hereby revised in its entirety to read as follows:

County and 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, excluding utilities, is estimated at Two Million Seven Hundred Thirty-One Thousand Seven Hundred Fifty Dollars and no cents (\$2,731,750.00). The County's total obligation to this Project is to provide funding in the amount not to exceed One Million Three Hundred Fifty Thousand Dollars and no cents (\$1,350,000.00) reduced by County's share of in-house delivery costs set forth in the total Project cost, as shown in the Current Cost Estimates and Funding Sources, Attachment B.
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. County has entered into an Agreement with the City of Dallas to provide funding in an amount of Nine Hundred Fifty Thousand Dollars and no cents (\$950,000.00), as more fully detailed in Current Cost Estimate and Funding Sources, Attachment B.
4. The City will be responsible for the current estimated project costs for paving and drainage improvements and other direct and indirect project costs as indicated in the Current Cost Estimates and Funding Sources, Attachment B, which is currently estimated not to exceed Four Hundred Thousand Dollars and no cents (\$400,000.00).
5. The City shall also be responsible for traffic handling cost of Three Thousand Seven Hundred Fifty Dollars and no cents (\$3,750.00) and for the mobilization cost of Twenty Eight Thousand Dollars and no cents (\$28,000.00) as detailed in Attachment B.
6. 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.
7. 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 scope to remain within the current estimated total Project cost.
8. City and County agree that City shall pay 100 percent of direct and indirect costs for each item requested to be added by the City that is defined by the Master Agreement as a paving or drainage amenity or utility betterment, except for if such amenity or betterment previously

existed and is impacted by the Project, in which case such amenity or betterment shall be replaced as part of the Project cost.

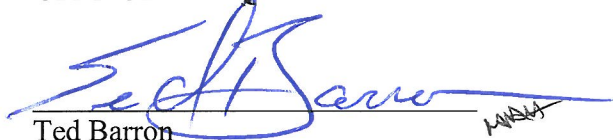
III. EFFECT OF AMENDMENT

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 Amendment No. 1, with the exception of the amended provisions provided herein.

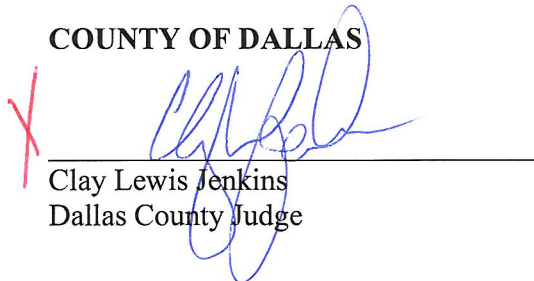
The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number 2014-0491 and passed on the 8th day of April, 2014.

The City of Mesquite, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution 10-2014 dated the 3 day of March, 2014.

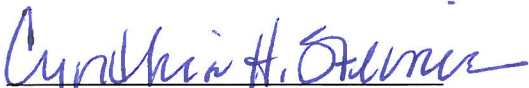
CITY OF MESQUITE


Ted Barron
City Manager

COUNTY OF DALLAS


Clay Lewis Jenkins
Dallas County Judge

Approved As To Form:

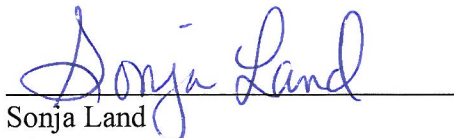

B.J. Smith, City Attorney or
Cynthia H. Steiner, Assistant
City Attorney

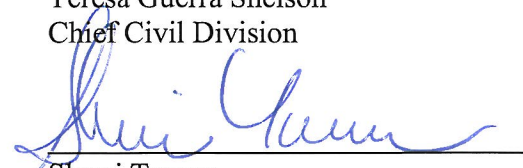
Approved as to Form*:

Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief Civil Division

Attest:


Sonja Land
City Secretary


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 "B"

CURRENT COST ESTIMATES & FUNDING SOURCES

EXPENDITURE	ESTIMATED COST
City of Dallas/Dallas County Shared Cost (50/50)	
Dallas County In-House Project Delivery Costs (includes but not limited to design cost, construction management, construction inspection, and project management, ROW / Utility coordination)	\$500,000
SUE	\$10,000
Materials Testing	\$25,000
Paving and Drainage Construction	\$1,365,000
SUBTOTAL *	\$1,900,000
City of Mesquite/Dallas County Shared Cost (50/50)	
Dallas County In-House Project Delivery Costs (includes but not limited to design cost, construction management, construction inspection, and project management, ROW / Utility coordination)	\$45,000
SUE	\$5,000
Materials Testing	\$5,000
Drainage Construction	\$745,000
SUBTOTAL *	\$800,000
City of Mesquite Share of Select Items	
Item 502 – Traffic Handling	\$3750
Item 500 – Mobilization	\$28,000
SUBTOTAL	\$31,750
Dallas County Not-to-Exceed Financial Responsibility	\$1,350,000
City of Dallas Not-to-Exceed Financial Responsibility	\$950,000
City of Mesquite Not-to-Exceed Financial Responsibility	\$431,750
TOTAL FUNDING	\$2,731,750

*Project cost does not include items funded wholly by the City such as amenities and utilities.