

RESOLUTION NO. 42-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FIRST AMENDMENT TO THE PROJECT SPECIFIC AGREEMENT AMENDING THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS FOR THE FAITHON P. LUCAS BOULEVARD MAJOR CAPITAL IMPROVEMENT PROGRAM (MCIP) PROJECT 21904 FROM McKENZIE ROAD TO EAST CARTWRIGHT ROAD.

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code, Article 251, 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; and

WHEREAS, on or about June 25, 2001, Dallas County (the “**County**”) and the City of Mesquite (the “**City**”) entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, on or about July 6, 2021, the County and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, on or about February 10, 2009, the County and the City entered into a Project Supplemental Agreement (“**PSA**”) for the implementation of the Faithon P. Lucas Boulevard Major Capital Improvement Program (“**MCIP**”) Project 21904 from McKenzie Road to East Cartwright Road; and

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

WHEREAS, the City will be responsible to fund \$19,742,806.00 and the County’s commitment will be \$6,916,810.00.

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

SECTION 1. That the City Council authorizes the City Manager to finalize and execute the First Amendment to the Project Specific Agreement (“**PSA**”) to the Master Agreement Governing Major Capital Transportation Improvement Projects, attached hereto as Exhibit 1 and incorporated herein by reference, for the Faithon P. Lucas Boulevard Major Capital Improvement Program (MCIP) Project 21904 from McKenzie Road to East Cartwright Road.

Public Works / First Amendment to PSA w-Dallas County / Lucas Boulevard MCIP

September 5, 2023

Page 2 of 2

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 5th day of September 2023.

DocuSigned by:

Daniel Aleman Jr.

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Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:

Sonja Land

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Sonja Land
City Secretary

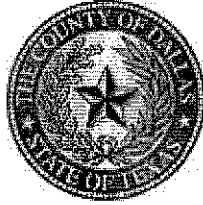
APPROVED AS TO LEGAL FORM:

DocuSigned by:

David Paschall

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David L. Paschall
City Attorney



COURT ORDER 2023-1220

**Faithon P. Faithon P. (F. P.) Lucas Sr. Boulevard
Major Capital Improvement Program 21904
First Amendment to the PSA with City of Mesquite
(From McKenzie Road to E. Cartwright Road)
Road & Bridge District 3**

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner Andrew Sommerman, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: October 17, 2023

FUNDING SOURCE: Fund 196 MCIP 21904

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Approve and authorize the execution of this First Amendment of the Project Supplemental Agreement (PSA) between the County of Dallas and the City of Mesquite for Court Order Approval in order to secure funding for the Faithon P. Lucas Sr. Boulevard MCIP Project 21904. The Total cost of the Project is estimated to be Twenty Six Million Six Hundred Fifty Nine Thousand Six Hundred Sixteen Dollars and no cents (\$26,659,616.00). The County's total obligation to the Project is to provide funding in the amount not to exceed Six Million Nine Hundred Sixteen Thousand Eight Hundred Ten Dollars and no cents (\$6,916,810.00), reduced by the County Led in-house project and delivery costs, and the City Led (Secondary City Led) of the total Project cost, estimated to be One Hundred Seventy Nine Thousand One Hundred Seventeen Dollars and no cents (\$179,117.00),

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.
- b. Six Million Four Hundred Thirty Thousand Dollars and no cents (\$6,430,000.00) for Construction costs minus One Hundred Seven Thousand Dollars and no cents (\$107,000.00) for IHPD costs.

The City agrees to provide funding for the Project in the amount of at least Nineteen Million Seven Hundred Forty Two Thousand Eight Hundred Six Dollars and no cents (\$19,742,806.00).

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.
- b. Seventeen Million Five Hundred Thirty Four Thousand Seven Hundred Seventy Seven Dollars and no cents (\$17,534,777.00) for Construction costs on MCIP eligible scope items.



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Oct 17 2023

- Resolution
- Solicitation/Contract
- Executive Session
- Addendum

Faithon P. Faithon P. (F. P.) Lucas Sr. Boulevard
Major Capital Improvement Program 21904
First Amendment to the PSA with City of Mesquite
(From McKenzie Road to E. Cartwright Road)
Road & Bridge District 3

Briefing Date: Oct 17 2023
Funding Source: Fund 196 MCIP 21904
Originating Department: Public Works
Prepared by: Linette Malloy, Financial Manager
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:

This First Amendment to the Project Supplemental Agreement (PSA) between the City of Mesquite and Dallas County is to establish funding sources to support the construction of the project and change the Leading Agency from Dallas County to the City of Mesquite, with Dallas County being a participating partner to support the construction for the Faithon P. Lucas Sr. Boulevard MCIP Project 21904.

Pursuant to Dallas County Commissioners Court Order 2001-1075 dated June 25, 2001, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County; and

Pursuant to Dallas County Commissioners Court Order 2009-0297 dated February 10, 2009, County and City entered into a Project Supplemental Agreement (PSA) for the implementation of the F. P. Lucas Boulevard (also known as the Faithon P. Lucas Sr. Boulevard) MCIP Project 21904 with limits from McKenzie Road to Cartwright Road, and

Pursuant to Dallas County Commissioners Court Order 2021-0697 dated July 06, 2021, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County.

Chapter 791 of The Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as for joint funding of road or street projects, and

The City of Mesquite has requested that it be designated as the Lead Agency for the project for construction and will provide the Project Manager.

OPERATIONAL IMPACT:

The First Amendment to the Project Supplemental Agreement between Dallas County and the City of Mesquite must be executed to establish funding sources to support continuation of the project.

FINANCIAL IMPACT:

The total Project cost is now estimated to be Twenty Six Million Six Hundred Fifty Nine Thousand Six Hundred Sixteen Dollars and no cents (\$26,659,616.00). The County's total obligation to the Project is to provide funding in the amount not to exceed Six Million Nine Hundred Sixteen Thousand Eight Hundred Ten Dollars and no cents (\$6,916,810.00), reduced by the County Led in-house project and delivery costs, and the City Led (Secondary City Led) of the total Project cost, estimated to be One Hundred Seventy Nine Thousand One Hundred Seventeen Dollars and no cents (\$179,117.00).

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design & IHPD when the County led the project.
- b. Six Million Four Hundred Thirty Thousand Dollars and no cents (\$6,430,000.00) for Construction minus One Hundred Seven Thousand Dollars and no cents (\$107,000.00) for IHPD costs.

City agrees to provide funding for the Project in the amount of at least Nineteen Million Seven Hundred Forty Two Thousand Eight Hundred Six Dollars and no cents (\$19,742,806.00).

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.
- b. Seventeen Million Five Hundred Thirty Four Thousand Seven Hundred Seventy-Seven Dollars and no cents (\$17,534,777.00) for Construction costs on MCIP eligible scope items.
- c. One Million Seven Hundred Twenty One Thousand Two Hundred Nineteen Dollars and no cents (\$1,721,219.00) for 100% City costs (Amenities, Utilities).

This project will be funded from MCIP 196 Project 21904.

LEGAL IMPACT:

The Dallas County District Attorney's Office, Civil Division, has reviewed the contents and the First Amendment to the PSA has been approved as to form.

PROJECT SCHEDULE:

N/A

SBE PARTICIPATION:

Participation is subject to City policies since this project is being led by the City.

MISSION, VISION, VALUE COMPLIANCE:

Dallas County partners with the City of Mesquite to implement transportation projects, which is consistent with Dallas County's Mission, Vision, Value Compliance in that Dallas County is a proactive regional partner, Dallas County is the destination of choice for businesses and residents, and improve people's lives.

RECOMMENDATION:

Approve and authorize the execution of this First Amendment of the Project Supplemental Agreement (PSA) between the County of Dallas and the City of Mesquite for Court Order Approval in order to

secure funding for the Faithon P. Lucas Sr. Boulevard MCIP Project 21904. The Total cost of the Project is estimated to be Twenty Six Million Six Hundred Fifty Nine Thousand Six Hundred Sixteen Dollars and no cents (\$26,659,616.00). The County's total obligation to the Project is to provide funding in the amount not to exceed Six Million Nine Hundred Sixteen Thousand Eight Hundred Ten Dollars and no cents (\$6,916,810.00), reduced by the County Led in-house project and delivery costs, and the City Led (Secondary City Led) of the total Project cost, estimated to be One Hundred Seventy Nine Thousand One Hundred Seventeen Dollars and no cents (\$179,117.00),

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.
- b. Six Million Four Hundred Thirty Thousand Dollars and no cents (\$6,430,000.00) for Construction costs minus One Hundred Seven Thousand Dollars and no cents (\$107,000.00) for IHPD costs.

The City agrees to provide funding for the Project in the amount of at least Nineteen Million Seven Hundred Forty Two Thousand Eight Hundred Six Dollars and no cents (\$19,742,806.00).

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.
- b. Seventeen Million Five Hundred Thirty Four Thousand Seven Hundred Seventy Seven Dollars and no cents (\$17,534,777.00) for Construction costs on MCIP eligible scope items.
- c. One Million Seven Hundred Twenty One Thousand Two Hundred Nineteen Dollars and no cents (\$1,721,219.00) for 100% City costs (Amenities, Utilities).

This project will be funded from MCIP 196 Project 21904.

A transfer is necessary from Fund 196 Project 8201 to MCIP Fund 196 Project 21904.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Approve and authorize the execution of this First Amendment of the Project Supplemental Agreement (PSA) between the County of Dallas and the City of Mesquite for Court Order Approval in order to secure funding for the Faithon P. Lucas Sr. Boulevard MCIP Project 21904. The Total cost of the Project is estimated to be Twenty Six Million Six Hundred Fifty Nine Thousand Six Hundred Sixteen Dollars and no cents (\$26,659,616.00). The County's total obligation to the Project is to provide funding in the amount not to exceed Six Million Nine Hundred Sixteen Thousand Eight Hundred Ten Dollars and no cents (\$6,916,810.00), reduced by the County Led in-house project and delivery costs, and the City Led (Secondary City Led) of the total Project cost, estimated to be One Hundred Seventy Nine Thousand One Hundred Seventeen Dollars and no cents (\$179,117.00),

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.**
- b. Six Million Four Hundred Thirty Thousand Dollars and no cents (\$6,430,000.00) for Construction costs minus One Hundred Seven Thousand Dollars and no cents (\$107,000.00) for IHPD costs.**

The City agrees to provide funding for the Project in the amount of at least Nineteen Million Seven Hundred Forty Two Thousand Eight Hundred Six Dollars and no cents (\$19,742,806.00).

- a. Four Hundred Eighty Six Thousand Eight Hundred Ten Dollars and no cents (\$486,810.00) for Design and IHPD costs when the County led the project.
- b. Seventeen Million Five Hundred Thirty Four Thousand Seven Hundred Seventy Seven Dollars and no cents (\$17,534,777.00) for Construction costs on MCIP eligible scope items.
- c. One Million Seven Hundred Twenty One Thousand Two Hundred Nineteen Dollars and no cents (\$1,721,219.00) for 100% City costs (Amenities, Utilities).

This project will be funded from MCIP 196 Project 21904.

A transfer is necessary from Fund 196 Project 8201 to MCIP Fund 196 Project 21904.

CONTRACT DETAILS:

Contract Title:

Description:

Transaction Type:

Contract Number:

Start Date:

Vendor:

Total Cost:

Expiration Date:

ATTACHMENTS:

[Faithon P. Lucas Sr. Boulevard MCIP 21904 City of Mesquite First Amendment to PSA v.1](#)

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

This First Amendment is entered into this 17th day of October, 2023, to amend the Project Supplemental Agreement (“PSA”) between the City of Mesquite, Texas, (the “City”), and the County of Dallas, Texas, (the “County”), for the Faithon P. Lucas Sr. Boulevard MCIP Project 21904, from McKenzie Road to E. Cartwright Road, “the Project”.

WHEREAS, pursuant to Dallas County Commissioners Court Order 2001-1075 dated June 25, 2001, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, pursuant to Dallas County Commissioners Court Order 2021-0697 dated July 06, 2021, the County acting by and through the Dallas County Commissioners Court, and the City entered into a Master Agreement Governing Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, pursuant to Dallas County Commissioners Court Order 2009-0297 dated February 10, 2009, County and City entered into a Project Supplemental Agreement (PSA) for the implementation of the F. P. Lucas Boulevard MCIP Project 21904 from McKenzie Road to Cartwright Road.

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

WHEREAS, Chapter 791 of The Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as for joint funding of road or street projects; 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 PSA, except as modified below.

II. AMENDED PROVISIONS:

A. Article I., “Project Supplemental Agreement” of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement, the PSA, and this First Amendment to the PSA, this First Amendment shall control.

B. Article II, "Incorporated Documents" of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article II.

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items: With 3, 5, and 6 with no change.

1. Master Agreement authorized by County Commissioners Court Order 2021-0697 dated July 06, 2021, and additions thereto are incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachment "A-1."
4. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment "C-1."
7. Project vicinity map, which is attached and incorporated herein by reference as Attachment "F".

C. Article III, "Term of Agreement" of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

D. Article IV., "Project Description" of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Mesquite, Texas. The Faithon P. Lucas Sr. Boulevard Project Limits are from McKenzie Road to E. Cartwright Road. Faithon P. Lucas Senior Boulevard is a rural 2-lane asphalt roadway that links the Cities of Mesquite and Balch Springs across South Mesquite Creek. Vanguard High School sits at the southern project limit of McKenzie Road, and Horn High School

is on the northern project limit of E. Cartwright Road. The project proposes to reconstruct the existing 2 lanes to a four lane divided roadway, including a 12-foot wide trail on one side and a 6-foot wide sidewalk on the other side.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

E. Article V., “Fiscal Funding” of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article V.
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

F. Article VI., “Agreements”, “County and City do Covenant and Agree as Follows”, Article VII., “City Covenants and Agrees as Follows”, and Article VIII., “County Covenants Agrees as Follows” of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article VI.
Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement to completion of construction.

2. City and County mutually agree that the Project limits are from McKenzie Road to E. Cartwright Road.
3. The design shall be the agreed upon Standard Basic Project Design for the Project as defined in the Project's Scoping Sheets, Attachment "A-1." Such design specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "C-1."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for transportation/roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). 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 PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. 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 United States mail, via certified mail, with return receipt requested.
8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County 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.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the 5 Phase Project Delivery System detailed in Attachment "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for 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 full compliance with the rules, regulations and requirements of all City, state, and federal laws.
7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure construction is completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, 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.

G. Article IX. "Funding" of the PSA shall be amended and is hereby revised in its entirety to read as follows:

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "C-1":

1. Notwithstanding any provision in the Master Agreement, the PSA, this First Amendment, or any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Twenty Six Million Six Hundred Fifty Nine Thousand Six Hundred Sixteen Dollars and no cents (\$26,659,616.00) as shown in Attachment "C-1."
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Six Million Nine Hundred Sixteen Thousand Eight Hundred Ten Dollars and no cents (\$6,916,810.00), reduced by the County Led in-house project delivery costs, and the City Led (Secondary City Led) which are estimated to be One Hundred Seventy Nine Thousand One Hundred Seventeen Dollars and no cents (\$179,117.00). County will pay Project costs approximately every six months as invoiced by the City.
 - a. \$486,810.00 for Design and IHPD costs when the County led the project.
 - b. \$6,430,000.00 for Construction minus \$107,000.00 for IHPD costs.
3. The County in-house Project delivery ("IHPD") costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Nineteen Million Seven Hundred Forty Two Thousand Eight Hundred Six Dollars and no cents (\$19,742,806.00).
 - a. \$486,810.00 for Design and IHPD costs when the County led the project.
 - b. \$17,534,777.00 for Construction costs on MCIP eligible scope items.
 - c. \$1,721,219.00 for 100% City costs (Amenities, Utilities).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees to encumber an amount adequate for total estimated Project costs as determined by the County within thirty (30) days of notification 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's scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

H. Article X., "Miscellaneous" of the PSA shall be amended and is hereby revised in its entirety

to read as follows:

Article VIII.
Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA 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, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City: City of Mesquite
Director of Public Works
Address: 1515 N. Galloway Ave.
Mesquite, TX 75149

- Either party may change its address for notice by giving the other party written notice thereof.
- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
 - VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

III. EFFECT OF AMENDMENT

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


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The County of Dallas, State of Texas, has executed this First Amendment pursuant to Commissioners Court Order Number 2023-1220 and passed on the 17 day of October, 2023.

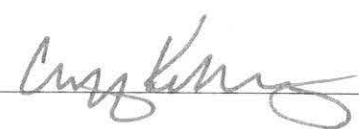
The City of Mesquite, State of Texas, has executed this First Amendment pursuant to City Council approval in a regular meeting held on the 5th day of September, 2023.

COUNTY OF DALLAS

CITY OF MESQUITE



CLAY LEWIS JENKINS
County Judge

By: _____

Title: City Manager


10/17/2023
Date

9-18-23
Date

APPROVED AS TO FORM*:

ATTEST:

JOHN CREUZOT
District Attorney

By: 
Jana Prigmore Ferguson
Assistant District Attorney

By: _____

Sonja Land
City Secretary/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-1"

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

PROJECT SCOPING SHEETS

Project Name: Faithon P. Lucas Sr. Boulevard

MCIP Project No: 21904

LEAD AGENCY: City of Mesquite

LEAD AGENCY'S PROJECT MANAGER: John L. Mears, P.E., CFM

CONTACT INFORMATION: 972-216-6974, jmears@cityofmesquite.com

PROJECT LIMITS: from McKenzie Road to E. Cartwright Road

PROJECT LENGTH: 5,835 LF (1.1 miles)

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: City of Mesquite

R.O.W. WIDTH

Existing: Varies - 90'-120' Typical

Proposed: Varies - 125'-130' Typical

PAVEMENT WIDTH

Existing: 25'

Proposed: 48' - Divided 2-25' B-B

NO. of lanes proposed: 4

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PAVEMENT CROSSFALL:

PROPOSED: 2% Typical

MINIMUM: 1%

MAXIMUM: 2%

MEDIANS

MEDIAN WIDTH: 16'

ANY MID BLOCK OPENINGS TO CONSIDER? YES NO

ANY SIDE STREETS TOO CLOSE FOR OPENINGS? YES NO

STANDARD TURN LANE WIDTH: 10'

STANDARD NOSE WIDTH: 2.5'

PARKWAY:

PROPOSED WIDTH: Varies - 27' Typical

PROPOSED SIDEWALK WIDTH: 12' Trail on one side and 6' Sidewalk on the other

PARKWAY CROSSFALL SLOPE MAXIMUM: 4:1 on outside slopes, 2% within parkway/sidewalk

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed YES NO

Any deep cuts, high fills? YES NO

ATTACHMENT "A-1"

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MCIP Project No: 21904

VERTICAL GRADE:

MINIMUM 0.80%

MAXIMUM 6.00%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING R.O.W.? YES NO

OFFSET FROM CENTER? YES NO If yes, what distance? Varies

ON BRAND NEW ALIGNMENT? YES NO

LEFT TURN LANES? YES NO

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

MINIMUM LENGTH 250'

MINIMUM STORAGE 150'

WIDTH 10'

ANY DUAL LEFT LANES? YES NO

ANY FREE RIGHT TURN LANES? YES NO

CRASH CUSHIONS/ ATTENUATORS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

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

YES NO N/A

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MCIP Project No: 21904

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD HS-20

BUS AND HEAVY TRUCK TRAFFIC?

YES NO

ROADWAY CLASSIFICATION Arterial (A4-100)

MINIMUM PAVEMENT STRUCTURE THICKNESS Minimum 11"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 8" Lime Stabilized Subgrade

DESIGN SPEED 45 MPH

POSTED SPEED 35/40 MPH

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) 10%

MAXIMUM COMMERCIAL GRADE (%) 7%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 24'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25' local; 30' collector;

PAVEMENT THICKNESS 6" local; 8" collector

COMMERCIAL DRIVEWAY THICKNESS 8"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40

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INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4'6"

MINIMUM COVER FOR LATERALS 18"

BRIDGES/ BOX CUVERTS 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? 2'

PERMITS

COE 404 PERMITS NEEDED YES NO

TCEQ PERMIT YES NO

CDC PERMIT YES NO

EIS YES NO

ADA PERMIT YES NO

CLOMR YES NO

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

If yes, please document below:

ATTACHMENT "A-1"

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PROJECT SCOPING SHEETS

Project Name: Faithon P. Lucas Sr. Boulevard

MCIP Project No: 21904

UTILITIES

LIST OF ALL KNOWN UTILITIES:

Oncor, Atmos, Mesquite Fiber, AT&T

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

Oncor Transmission (assumed to be clear)

ARE UTILITIES ON EXISTING STREET R.O.W.? YES NO

DOES UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?
YES NO If yes, please describe below

Oncor Transmission

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

YES NO

ANY UNUSUAL CONSIDERATIONS? YES NO If yes, please document below

ATTACHMENT "A-1"

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R-O-W ACQUISITION

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

Cuts and fills require ROW; however, Solterra development is on-going and is aware and will be required to dedicate ROW. ROW will be needed at Vanguard High School as well.

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

If yes, please define below

ANY NON-CONFORMING ISSUES?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
R.O.W. MAP NEEDED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
FIELD NOTES NEEDED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
R.O.W. PLATS NEEDED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
RELOCATION ASSISTANCE INVOLVED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PARKING/LOSS OF PARKING CONSIDERATIONS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
HISTORICAL SITE CONSIDERATONS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

ATTACHMENT "A-1"

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

PROJECT SCOPING SHEETS

Project Name: Faithon P. Lucas Sr. Boulevard

MCIP Project No: 21904

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Mesquite, NCTCOG, TxDOT

ORDER OF PRECEDENCE City of Mesquite, NCTCOG, TxDOT

AUXILIARY LANES?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
PROVISIONS FOR FUTURE WIDENING?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
LANDSCAPING?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
STAMPED/COLORED CONCRETE?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
IRRIGATION?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BRICK PAVERS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

If yes, please define location(s):

Stamped/ colored concrete in median, irrigation conduit/sleeves will be provided to medians and parkway.

STREET LIGHTING?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
TRAFFIC SIGNALS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PAVEMENT MARKINGS?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BIKE LANES (EXTRA WIDTH)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> If yes, specify width: _____
NEW SIDEWALKS?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BUS TURNOUTS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

ATTACHMENT "A-1"

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PROJECT SCOPING SHEETS

Project Name: Faithon P. Lucas Sr. Boulevard

MCIP Project No: 21904

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.)

Retaining walls will be needed at Vanguard High School and around bridge to accommodate pedestrian enhancements and bridge abutments.

SOD, SEEDING, TOPSOIL?

SOD SEEDING TOPSOIL OTHER: _____

DRAINAGE IMPROVEMENTS? YES NO

RR CROSSING IMPROVEMENTS? YES NO N/A

GRADE SEPARATIONS? YES NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES NO

If yes, please specify facility(ies) below

ATTACHMENT "A-1"

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

PROJECT SCOPING SHEETS

Project Name: Faithon P. Lucas Sr. Boulevard

MCIP Project No: 21904

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

Vanguard High School (McKenzie) is on west side and Horn High on East side (Cartwright).

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES NO

PUBLIC 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 MEETINGS OR WHERE THE MEETINGS
WERE HELD:

ATTACHMENT "A-1"

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

PROJECT SCOPING SHEETS

Project Name: Faithon P. Lucas Sr. Boulevard

MCIP Project No: 21904

CONSTRUCTABILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTABILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

ADDITIONAL REMARKS

ATTACHMENT “C-1”

Current Cost Estimates & Funding Sources

**Project Name: Faithon P. Lucas Sr. Boulevard
MCIP Project 21904**

A. PROJECT COSTS	
Expenditure	Estimated Cost
Design-Dallas County Led *	\$901,502
In House Project Delivery-Dallas County Led *	\$72,117
In House Project Delivery-City Led (Secondary City Led)	\$107,000
Construction	\$25,578,997
TOTAL:	\$26,659,616
B. FUNDING SOURCES	
Dallas County **	\$6,916,810
City of Mesquite ***	\$19,742,806
TOTAL:	\$26,659,616

*County Led Design & IHPD \$973,619 split 50/50

**\$486,810 for Design/IHPD 50% County: \$6,430,000 minus \$107,000 IHPD for Construction
Estimated totals by FY for County payments to occur approximately every 6 months (subject to construction progress): FY24 (\$2.14M), FY25 (\$3.29M), FY26 (\$1.00M)

***\$486,810 for Design/IHPD 50% City: \$17,534,777 Construction & City Amenity/Utility 100%
\$1,721,219

ATTACHMENT "F"

MCIP 7TH CALL APPROVED PROJECTS

FAITHON P. LUCAS, SENIOR BOULEVARD

ID	NAME	START	END	TYPE	CITY	DISTRICT
19	FAITHON P. LUCAS, SENIOR BOULEVARD	CAMPBRIGHT ROAD	INDUCE ROAD	BOULEVARD	MESQUITE	3

1 inch = 0.25 Feet



NOTES:
 THIS MAP IS FOR REFERENCE AND INTERNAL USE ONLY.
 It does not represent an as-the-ground survey and is intended only for the approximate relative location of proposed operations.
 ACCURACY IS LIMITED TO THE QUALITY OF AVAILABLE DATA AS OF THE DATES SHOWN.
 Dallas County 2017 Aerial
 Dallas County 2017 Census
 Map created by: Dallas County Public Works, GIS, Feb 2022

