



GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Tuesday, October 17, 2023
6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

- (1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.
- (2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.
- (3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.
- (4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.
- (5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.
- (6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.
- (7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:
 - generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
 - bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
 - effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
 - risk management information, contracts, and strategies, including fuel hedging and storage;
 - plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
 - customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Public Comments on Work Session Items

Persons who desire to address the City Council on any item on the Work Session agenda are allowed three minutes to speak. Speakers are taken only at the beginning of the meeting, other than invited testimony.

Speakers are grouped by Work Session item and will be taken in the order of the Work Session agenda. Speakers must submit to the City Secretary a completed speaker's card before the beginning of the meeting. Speaker cards will not be accepted after the Mayor calls the meeting to order. Speaker cards are available in the lobby, at the visitor's side of the Work Session Room, and from members of staff.

Speakers are limited to addressing items on the Work Session agenda – any item relating to a Regular Session agenda item should be addressed at the Regular Session and any item not on an agenda may be addressed during the open microphone at the end of the Regular Session.

2. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

3. Written Briefings:

a. Bottleneck Improvements Program - Agreements with Dallas County

Written staff presentation and recommendation regarding the Funding Agreement (FA) for the Project Specific Agreement (PSA) with Dallas County for four intersections: Broadway Boulevard at Interstate Highway 30 Service Road, Buckingham Road at Plano Road, Forest Lane at Jupiter Road, and Apollo / Spring Creek at Garland Avenue.

4. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

5. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: October 16, 2023

Item Title: Bottleneck Improvements Program - Agreements with Dallas County

Submitted By: Laura Dunn, Capital Project Management Director

Strategic Focus Areas: Well-Maintained City Infrastructure

ISSUE

Consider whether to enter into a Funding Agreement (FA) and Project Specific Agreement (PSA) with Dallas County for partnership funding to improve mobility at multiple intersections associated with the Bottleneck Improvements Program.

OPTIONS

- A. Adopt two resolutions authorizing the City Manager to execute the Funding Agreement and Project Specific Agreement with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A - Authorize the City Manager to execute the Funding Agreement (FA) and Project Specific Agreement (PSA) with Dallas County. Unless otherwise directed by Council, the resolutions will be scheduled for formal consideration at the October 17, 2023 Regular Session.

BACKGROUND

1. In 2021 the City executed a Master Agreement with Dallas County providing general terms regarding funding availability, agency responsibilities, etc., for "partnering" on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A Project Specific Agreement (PSA) is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. The Bottleneck Improvement Program proposes to improve bottlenecks (traffic flow) at 12 major intersections by adding additional turning movements and providing improvements such as paving, signals, and pavement markings. The intersections are divided into four design packages. In the first two design packages, four intersections have been identified within the scope of this PSA: Broadway Boulevard at IH 30 Service Road, Buckingham Road at Plano Road, Forest Lane at Jupiter Road, and Apollo / Spring Creek at Garland Avenue.

3. The Funding Agreement (FA) establishes the total cost of the project estimated to be \$20,976,917.00. The County's commitment is \$10,488,458.50 with the City's share being the remaining \$10,488,458.50.
4. The PSA establishes the total cost of the project estimated to be \$6,089,807.00 The County's commitment is \$3,044,903.50 with the City's share being the remaining \$3,044,903.50. The PSA will be amended in the future to include intersections from the three remaining design packages of the Bottleneck Improvement Program, ultimately increasing to the amount identified in the funding agreement.
5. The City's funding for this project is included in the 2023 Capital Improvement Program, utilizing funds established as part of the 2019 Bond Program.

CONSIDERATION

The Funding Agreement (FA) must be approved in order for the Project Specific Agreement (PSA) to be approved.

Attachments

- Resolution for Dallas County Funding Agreement - MCIP12022 - Bottleneck Improvements
 - Dallas County Funding Agreement - MCIP12022 - Bottleneck Improvements
 - Resolution for Dallas County Project Specific Agreement - MCIP12022 - Bottleneck Improvements
 - Dallas County Project Specific Agreement - MCIP12022 - Bottleneck Improvements
-

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT WITH DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENTS AS PART OF THE BOTTLENECK IMPROVEMENTS PROGRAM (MCIP 12022, PROJECT 14500), WITHIN THE CITY OF GARLAND, DALLAS COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City Manager is hereby authorized to execute a Funding Agreement with Dallas County for funding relating to transportation improvements as part of the Bottleneck Improvements Program (MCIP 12022, Project 14500), which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of October, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
FUNDING AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

This Funding Agreement hereinafter (“FA”) to the Master Agreement Governing Major Capital Improvement Program, hereinafter (“Master Agreement”), is made by and between the City of Garland, Texas, hereinafter ("City"), and the County of Dallas, Texas, hereinafter ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements to the Garland Intersections MCIP Project 12022 from various limits (see Attachment B), hereinafter (“Project”).

Witnesseth

WHEREAS, the City and County entered into a Master Agreement Governing Major Capital Improvement Program, hereinafter (“Master Agreement”) on May 18, 2021, by Commissioners Court Order 2021-0494 for the purpose of transportation improvements on roads inside Dallas County;

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

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 joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS FA is made by and entered into by the City and the County for the mutual consideration stated herein.

**Article I
Funding Agreement**

This FA is between the County and the City to establish a preliminary proposed budget for the Project, which will facilitate the movement of public transportation to benefit both the City and the County. This FA is to specifically identify the project, changes in the rights and responsibilities of each party as set forth in the Master Agreement and additions thereto as incorporated herein. This FA 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 and this FA, this FA shall control as to the Project.

**Article II
Term of Agreement**

This FA 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.

Article III **Incorporated Documents**

This FA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto as incorporated herein by reference.
2. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment “A.”
3. Project location Map, which is attached and incorporated herein by reference as Attachment “B.”

Article IV **Project Description**

This FA is entered into by the parties for public transportation improvements within the City of Garland and Dallas County, Texas. The overall project will be for County funding participation on as many of the 12 proposed intersection locations identified in a City of Garland study until the County’s funding for this project is completely expended. Once the County funding has been exhausted, the project will be considered closed from the County standpoint. Project intersection improvements will provide new turn lanes, increase storage lengths, improve traffic signal phasing, and/or sequencing and lane use modifications based on traffic flows.

This Project will facilitate the improvement 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, subject to City Council approval.

Article V **Fiscal Funding**

Notwithstanding anything to the contrary herein, this FA 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 FA, specifically including any funding by County for the Project in the event that the County is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA 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 FA. 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 FA 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 FA, specifically including any funding by City for the Project in the event that the City is unable to fulfill its obligations under this FA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget

or authorize funding for this FA 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 FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits for the Garland Intersections MCIP Project 12022 are from various limits (see Attachments A and B).
3. The design shall be the agreed upon Standard Basic Project Design for the Project and 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 "A."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for 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 FA, 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 FA (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 FA. 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 of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this FA, 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 FA 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 design and construction are 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, signage, and related improvements 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.

IV. Funding

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 FA, and any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Twenty Million Nine Hundred Seventy Six Thousand Nine Hundred Seventeen Dollars and no cents (20,976,917.00).
2. The County's total obligation to this Project is to provide funding for the Project in the amount not to exceed Ten Million Four Hundred Eighty Eight Thousand Four Hundred Fifty Eight Dollars and fifty cents (10,488,458.50), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Two Hundred Eighty Thousand Dollars and no cents (280,000.00). In-house project delivery costs will be split 50/50 between County and City. County will pay Project costs as invoiced by the City after construction is completed for each intersection and accepted by all agencies involved. Once County's funding is exhausted, County and City agree that the project is complete for County and will be closed.
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 for this Project in the amount of at least Ten Million Four Hundred Eighty Eight Thousand Four Hundred Fifty Eight Dollars and fifty cents (10,488,458.50). In-house project delivery costs will be split 50/50 between County and City.
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.

Article VII **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 FA, without waiving any governmental/sovereign immunity available to 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 will 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 FA 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 FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This FA is and shall be expressly subject to the sovereign immunity of County and governmental immunity of City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This FA 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 FA filed by either City or County shall be in Dallas County, Texas.

- IV. Notice. Any notice provided for in this FA 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
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Records Building
500 Elm Street, Fifth Floor Suite 5300
Dallas County, Texas 75202

To City: City of Garland
Director of Public Works
200 N. Fifth St.
Garland, TX 75040

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

- V. Assignment. This FA 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 FA has been duly executed and delivered by both parties, this FA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this FA 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 FA shall commence on the Effective Date. The Effective Date of this FA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This FA 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 FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.
- XII. Entire Agreement. This FA 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 FA.
- XIII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council. If any agreement terminates, this FA shall terminate as well.
- No Joint Enterprise/Venture. The 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 County.

The City of Garland, State of Texas, has executed this FA pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2023.

The County of Dallas, State of Texas, has executed this FA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2023.

County of Dallas:

City of Garland:

Clay Lewis Jenkins
Dallas County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

*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

Dallas County Capital Improvement Program Funding Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES Project Name: GARLAND INTERSECTIONS MCIP 12022

| Task | Agency | | Task Total |
|-----------------------------|------------------------|------------------------|------------------------|
| | Dallas County | City of Garland | |
| 1. Miscellaneous | | | \$ |
| 1.1 Contingencies | | | |
| 1.2 IHPD* | \$140,000.00 | \$140,000.00 | \$280,000.00 |
| 2. Design | | | |
| 3. ROW | | | |
| 4. Professional Services | | | |
| 4.1 Utilities | | | |
| 4.2 Lab | | | |
| 4.3 Survey | | | |
| 5. Construction | \$10,348,458.50 | \$10,348,458.50 | \$20,696,917.00 |
| Funding Split Totals | \$10,488,458.50 | \$10,488,458.50 | \$20,976,917.00 |
| Total Project Cost | | | \$20,976,917.00 |

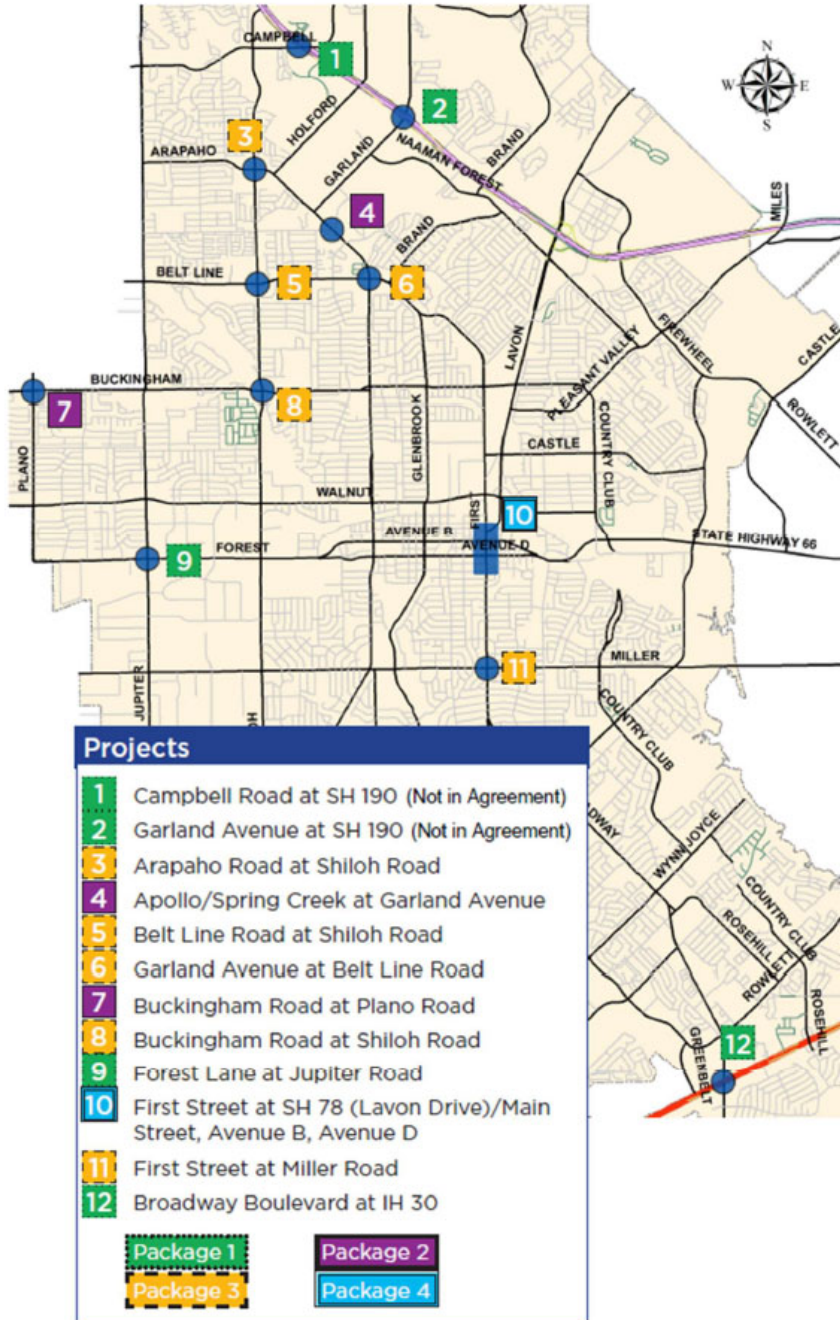
*Includes IHPD which will be split 50/50 with the City

| Estimated Project Cost | |
|---|------------------------|
| Expenditure | Estimated Cost |
| Campbell Road at SH 190 - CITY PACKAGE 1 (CIP #) Intersection #1 | |
| Construction Eligible | \$0.00 |
| Subtotal: | \$0.00 |
| Garland Avenue at SH 190 - CITY PACKAGE 1 (CIP #) Intersection #2 | |
| Construction Eligible | \$0.00 |
| Subtotal: | \$0.00 |
| Arapaho Road at Shiloh Road - CITY PACKAGE 3 (CIP #14510) Intersection #3 | |
| Construction Eligible | \$1,581,250.00 |
| Subtotal: | \$1,581,250.00 |
| Apollo/Spring Creek at Garland Avenue - CITY PACKAGE 2 (CIP #14504) Intersection #4 | |
| Construction Eligible | \$499,100.00 |
| Subtotal: | \$2,080,350.00 |
| Belt Line Road at Shiloh Road - CITY PACKAGE 3 (CIP #14508) Intersection #5 | |
| Construction | \$1,084,450.00 |
| Subtotal: | \$3,164,800.00 |
| Garland Avenue at Belt Line Road - CITY PACKAGE 3 (CIP #14512) Intersection #6 | |
| Construction Eligible | \$1,125,850.00 |
| Subtotal: | \$4,290,650.00 |
| Buckingham Road at Plano Road - CITY PACKAGE 2 (CIP #14507) Intersection #7 | |
| Construction Eligible | \$2,715,150.00 |
| Subtotal: | \$7,005,800.00 |
| Buckingham Road at Shiloh Road - CITY PACKAGE 3 (CIP #14511) Intersection #8 | |
| Construction Eligible | \$2,220,650.00 |
| Subtotal: | \$9,226,450.00 |
| Forest Lane at Jupiter Road - CITY PACKAGE 1 (CIP #14506) Intersection #9 | |
| Construction Eligible | \$1,503,147.00 |
| Subtotal: | \$10,729,597.00 |
| First Street at SH 78 (Lavon Drive)/Main Street, Avenue B, Avenue D - CITY PACKAGE 4 (CIP #14513) Intersections #10 | |
| Construction Eligible | \$7,330,560.00 |
| Subtotal: | \$18,060,157.00 |
| First Street at Miller Road - CITY PACKAGE 3 (CIP #14509) Intersection #11 | |
| Construction Eligible | \$1,344,350.00 |
| Subtotal: | \$19,404,507.00 |
| Broadway Boulevard at IH 30 Service Road - CITY PACKAGE 1 (CIP #14505) Intersection #12 | |
| Construction | \$1,292,410.00 |
| Subtotal: | \$20,696,917.00 |
| In House Project Delivery (IHPD)* | \$280,000.00 |
| Total Overall Cost of Project | \$20,976,917.00 |
| Funding Sources | |
| Dallas County MCIP Funding | \$10,488,458.50 |
| City of Garland Funding | \$10,488,458.50 |
| Total | \$20,976,917.00 |

*Includes IHPD which will be split 50/50 with the City

ATTACHMENT B

Garland Intersections 1 – 12*



*The labeling does not dictate the order in which projects will be completed.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT WITH DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENTS AS PART OF THE BOTTLENECK IMPROVEMENTS PROGRAM (MCIP 12022, PROJECT 14500), WITHIN THE CITY OF GARLAND, DALLAS COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City Manager is hereby authorized to execute a Project Specific Agreement with Dallas County for transportation improvements as part of the Bottleneck Improvements Program (MCIP 12022, Project 14500), which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of October, 2023.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

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

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, (“City”), and the County of Dallas, Texas, (“County”), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on Garland Intersections, MCIP 12022 Project, from various limits (see Attachment C) (“Project”).

WHEREAS, the City and County entered into a Master Agreement Governing Major Capital Improvement Program, hereinafter (“Master Agreement”) on May 18, 2021, by Commissioners Court Order 2021-0494 for the purpose of transportation improvements on roads inside Dallas County;

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

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 joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

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 and this PSA, this PSA shall control.

Article II.

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto as incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein by reference as Attachments “A-1,” “A-2,” and “A-3.”
3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein by reference as Attachment “B.”
4. Project vicinity map, which is attached and incorporated herein by reference as Attachment C.”

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.

Article IV.

Project Description

This PSA is entered into by the parties for public transportation improvements within the City of Garland and Dallas County, Texas. This PSA will be for County funding participation on up to 50% of eligible construction costs on an initial set of four intersections from the overall twelve proposed intersections identified in the Funding Agreement. The four intersections are: Intersection 4 - Apollo/Spring Creek at Garland Avenue, Intersection 7 - Buckingham Road at Plano Road, Intersection 9 - Forest Lane at Jupiter Road, and Intersection 12 - Broadway Boulevard at IH 30 Service Road. The project intersection improvements will provide new turn lanes, increase storage lengths, improve traffic signal phasing, and/or sequencing and lane use modifications based on traffic flows.

This Project will facilitate the improvement 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, subject to City Council approval.

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.

Article VI.
Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from various limits (see Attachment B).
3. The design shall be the agreed upon Standard Basic Project Design for the Project and 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 "B."
5. The Project will require the acquisition of transportation/road right-of-way which is specifically all real property needed or convenient for 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 of planning to completion of construction.

2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and 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 design and construction are 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.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment “B”:

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 for intersections 4, 7, 9, and 12 is estimated to be Six Million Eighty Nine Thousand Eight Hundred Seven Dollars and no cents (\$6,089,807.00) as shown in Attachment “B.”

- a. Intersection 4 – Apollo Road/Spring Creek at Garland Avenue is estimated to be Four Hundred Ninety Nine Thousand One Hundred Dollars and no cents (\$499,100.00).
 - b. Intersection 7 – Buckingham Road at Plano Road is estimated to be Two Million Seven Hundred Fifteen Thousand One Hundred Fifty Dollars and no cents (\$2,715,150.00).
 - c. Intersection 9 – Forest Lane at Jupiter Road is estimated to be One Million Five Hundred Three Thousand One Hundred Forty Seven Dollars and no cents (\$1,503,147.00).
 - d. Intersection 12 – Broadway Boulevard at IH-30 is estimated to be One Million Two Hundred Ninety Two Thousand Four Hundred Ten Dollars and no cents (\$1,292,410.00).
 - e. In House Project Delivery is estimated to be Eighty Thousand Dollars and no cents (\$80,000.00). In-House Project Delivery will be split 50/50 between County and City.
2. The County’s total obligation to this Project is to provide funding in the amount not to exceed Three Million Forty Four Thousand Nine Hundred Three Dollars and fifty cents (\$3,044,903.50), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Eighty Thousand Dollars and no cents (\$80,000.00). In-House Project Delivery will be split 50//50 between County and City. County will pay Project costs as invoiced by the City after construction is completed for each intersection and accepted by all agencies involved. Once County’s funding is complete, City and County agree that the project is complete for County and will be closed.
- a. Intersection 4 – Apollo Road/Spring Creek at Garland Avenue is estimated to be Two Hundred Forty Nine Thousand Five Hundred Fifty Dollars and no cents (\$249,550.00).
 - b. Intersection 7 – Buckingham Road at Plano Road is estimated to be One Million Three Hundred Fifty Seven Thousand Five Hundred Seventy Five Dollars and no cents (\$1,357,575.00).
 - c. Intersection 9 – Forest Lane at Jupiter Road is estimated to be Seven Hundred Fifty One Thousand Five Hundred Seventy Three Dollars and fifty cents (\$751,573.50).
 - d. Intersection 12 – Broadway Boulevard at IH-30 is estimated to be Six Hundred Forty Six Thousand Two Hundred Five Dollars and no cents (\$646,205.00).
 - e. In House Project Delivery is estimated to be Eighty Thousand Dollars and no cents (\$80,000.00). In-House Project Delivery will be split 50/50 between City and County.
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 Three Million Forty Four Thousand Nine Hundred Three Dollars and fifty cents (\$3,044,903.50), to fully match Dallas County MCIP funding commitment..
- a. Intersection 4 – Apollo Road/Spring Creek at Garland Avenue is estimated to be Two Hundred Forty Nine Thousand Five Hundred Fifty Dollars and no cents (\$249,550.00).
 - b. Intersection 7 – Buckingham Road at Plano Road is estimated to be One Million Three Hundred Fifty Seven Thousand Five Hundred Seventy Five Dollars and no cents (\$1,357,575.00).

- c. Intersection 9 – Forest Lane and Jupiter Road is estimated to be Seven Hundred Fifty One Thousand Five Hundred Seventy Three Dollars and fifty cents (\$751,573.50).
 - d. Intersection 12 – Broadway Boulevard and IH-30 is estimated to be Six Hundred Forty Six Thousand Two Hundred Five Dollars and no cents (\$646,205.00).
 - e. In House Project Delivery is estimated to be Eighty Thousand Dollars and no cents (\$80,000.00). In-House Project Delivery will be split 50/50 between City and County.
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.

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 of Garland
Director of Public Works
200 N. Fifth St.
Garland, TX 75040

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. If any agreement terminates, then this PSA shall also terminate.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2023.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2023.

County of Dallas:

City of Garland:

Clay Lewis Jenkins,
Dallas County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Cruzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

*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 FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

CSJ No: _____

LEAD AGENCY: City of Garland

LEAD AGENCY'S PROJECT MANAGER: Shafik Salamor, P.E.

CONTACT INFORMATION: 972-205-2126

PROJECT LIMITS: Decel/Right Turn Lane eastbound Apollo Rd. onto southbound N. Garland Ave.

INTERSECTION PAVEMENT TOPICS

GENERAL INFORMATION

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

City of Garland

IS INTERSECTION ADJACENT TO BACK OF CURB? YES NO

IF YES, BY HOW MANY FEET? N/A

IS IT ADJACENT TO SHARED USE PATH? YES NO

IF YES, BY HOW MANY FEET? N/A

MID BLOCK CROSSINGS INVOLVED? YES NO

DRIVEWAY CROSSINGS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

IS A TRAFFIC STUDY REQUIRED? YES NO

ATTACHMENT "A-1"

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Transportation Major Capital Improvement Projects**

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

TYPE OF INTERSECTIONS:

CROSS INTERSECTION

T- INTERSECTION

FIVE OR MORE LEGS AND NOT CIRCULAR

Y- INTERSECTION

ROUNDABOUT

OTHER

PLEASE DESCRIBE:

Intersection is a Cross Intersections. Apollo is 3 lane undivided and Garland Ave. is a 4-Lane divided thoroughfare.

PAVEMENT SECTION

PAVEMENT WIDTH:

Existing: 34'- 43'

Proposed: 34'- 65'

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 1%

MAXIMUM: 2%

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Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

VERTICAL GRADE:

MINIMUM 0.5%

MAXIMUM 0.6%

SIGNALS

HAWK SIGNAL? YES NO

LEFT TURN LANES? YES NO

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

MINIMUM LENGTH 247'

MINIMUM STORAGE 163'

WIDTH 16'

ANY DUAL LEFT LANES? YES NO

RIGHT TURN LANES? YES NO

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

MINIMUM LENGTH 247'

MINIMUM STORAGE 163'

WIDTH 16'

ANY DUAL RIGHT 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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PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD HS20

BUS AND HEAVY TRUCK TRAFFIC?

YES NO

ROADWAY CLASSIFICATION Type F

MINIMUM PAVEMENT STRUCTURE THICKNESS 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 8"

DESIGN SPEED 35mph and 45mph

POSTED SPEED 35mph and 45mph

DRIVEWAYS INCLUDED IN THE INTERSECTION IMPROVEMENTS

MAXIMUM RESIDENTIAL GRADE (%) 8%

MAXIMUM COMMERCIAL GRADE (%) 8%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 25'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25'

PAVEMENT THICKNESS 6"

COMMERCIAL DRIVEWAY THICKNESS 6"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40

ATTACHMENT "A-1"

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PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

TYPE OF INLETS: Recessed Curb Inlets

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

RECESSED CURB INLET? WILL INLET BE ADJACENT TO SIDE WALK? YES NO

MINIMUM COVER FOR LATERALS 3'

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? Doweling to existing paving.

If No, please describe any requirements: _____

PERMITS

COE 404 PERMITS NEEDED YES NO

TCEQ PERMIT YES NO

CDC PERMIT YES NO

EIS OR ANY OTHER ENVIRONMENTAL REQUIREMENTS 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:

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PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

UTILITIES

LIST OF ALL KNOWN UTILITIES:

GP&L, Atmos, Oncor, Frontier, AT&T, Charter/Spectrum, City of Garland Water, Wastewater and Fiber, GISD

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

6" gas main and telecommunications will need to be relocated. Signal poles will need to be relocated.

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

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

YES NO

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

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Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

R-O-W ACQUISITION

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

Affecting businesses with ROW acquisition. Franchise relocations.

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:

Planter area and fence on adjacent property will need to be relocated.

- | | | |
|---|---|--|
| 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"

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MCIP Project No: 12022:

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Garland, TxDOT

ORDER OF PRECEDENCE 1. City of Garland; 2. TxDOT

| | | |
|---------------------------|---|--|
| AUXILIARY LANES? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| MID-BLOCK SIGNALS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| CROSSWALK MARKINGS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| LANDSCAPING? | YES <input checked="" type="checkbox"/> | NO <input 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):

Pavement markings, median nose paving, landscape removal.

STREET/TRAIL/SIDWALK LIGHTING? YES NO

TRAFFIC SIGNALS REPLACEMENT? YES NO

PAVEMENT MARKINGS? YES NO

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

NEW/REPLACEMENT SIDEWALKS? YES NO

BUS TURNOUTS? YES NO

ATTACHMENT "A-1"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

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.), Height Requirements and if it is tied to a Sidewalk or not ?

City Type C sidewalk/wall combination in other areas. Water meter and fire hydrant relocations. Sprinkler systems.

SOD, SEEDING, TOPSOIL? PLEASE SPECIFY LOCATION AND APPROX. QUANTITY?

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

Storm Sewer System relocations.

ATTACHMENT “A-1”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

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

Nearby school. This is a large school crossing intersection.

PUBLIC INVOLVEMENT

HAS CITY COUNCIL BEEN BRIEFED ON THE PROPOSED IMPROVEMENTS? YES NO

PUBLIC MEETING REQUIRED? YES NO

HAVE ALL NEIGHBORHOOD GROUPS/ STAKEHOLDERS PROVIDED EARLY INPUT?
YES NO N/A

PLEASE PROVIDE INFORMATION ON FUTURE BRIEFINGS OR PUBLIC MEETINGS:

ATTACHMENT “A-1”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 4 - Apollo Rd. and Garland Ave.

MCIP Project No: 12022:

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?

This is a large school crossing area. Getting this project constructed during the summer months to prevent any issues would be ideal.

ADDITIONAL REMARKS

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

CSJ No: _____

LEAD AGENCY: City of Garland

LEAD AGENCY'S PROJECT MANAGER: Shafik Salamor, P.E.

CONTACT INFORMATION: 972-205-2126

PROJECT LIMITS: 2000 LF through the intersection (Buckingham), 400 LF through the intersection (Plano Rd.)

INTERSECTION PAVEMENT TOPICS

GENERAL INFORMATION

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

City of Garland

IS INTERSECTION ADJACENT TO BACK OF CURB? YES NO

IF YES, BY HOW MANY FEET? N/A

IS IT ADJACENT TO SHARED USE PATH? YES NO

IF YES, BY HOW MANY FEET? N/A

MID BLOCK CROSSINGS INVOLVED? YES NO

DRIVEWAY CROSSINGS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

IS A TRAFFIC STUDY REQUIRED? YES NO

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

TYPE OF INTERSECTIONS:

CROSS INTERSECTION

T- INTERSECTION

FIVE OR MORE LEGS AND NOT CIRCULAR

Y- INTERSECTION

ROUNDABOUT

OTHER

PLEASE DESCRIBE:

All intersections are Cross Intersections. 4-Lane and 6-Lane divided thoroughfares.

PAVEMENT SECTION

PAVEMENT WIDTH:

Existing: 34'- 43'

Proposed: 34'- 65'

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 1%

MAXIMUM: 2%

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

VERTICAL GRADE:

MINIMUM 0.6%

MAXIMUM 6.0%

SIGNALS

HAWK SIGNAL? YES NO

LEFT TURN LANES? YES NO

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

MINIMUM LENGTH 321'

MINIMUM STORAGE 183

WIDTH 11' - 24'

ANY DUAL LEFT LANES? YES NO

RIGHT TURN LANES? YES NO

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

MINIMUM LENGTH 321'

MINIMUM STORAGE 183

WIDTH 11' - 24'

ANY DUAL RIGHT 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

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD HS20

BUS AND HEAVY TRUCK TRAFFIC?

YES NO

ROADWAY CLASSIFICATION Type B

MINIMUM PAVEMENT STRUCTURE THICKNESS 10"-11"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 8"

DESIGN SPEED 40mph-45mph

POSTED SPEED 40mph-45mph

DRIVEWAYS INCLUDED IN THE INTERSECTION IMPROVEMENTS

MAXIMUM RESIDENTIAL GRADE (%) 8%

MAXIMUM COMMERCIAL GRADE (%) 8%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 25'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25'

PAVEMENT THICKNESS 6"

COMMERCIAL DRIVEWAY THICKNESS 6"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

TYPE OF INLETS: Recessed Curb Inlets

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

RECESSED CURB INLET? WILL INLET BE ADJACENT TO SIDE WALK? YES NO

MINIMUM COVER FOR LATERALS 3'

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? Doweling to existing paving. Buckingham @ Shiloh

If No, please describe any requirements: _____

PERMITS

COE 404 PERMITS NEEDED YES NO

TCEQ PERMIT YES NO

CDC PERMIT YES NO

EIS OR ANY OTHER ENVIRONMENTAL REQUIREMENTS 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:

TxDOT ROW at IH-30

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

UTILITIES

LIST OF ALL KNOWN UTILITIES:

GP&L, Atmos, Oncor, Frontier, AT&T, Charter/Spectrum, City of Garland Water, Wastewater and Fiber, GISD

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

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

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

YES NO

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

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

R-O-W ACQUISITION

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

Affecting businesses with ROW acquisition. Franchise relocations.

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 checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| PARKING/LOSS OF PARKING CONSIDERATIONS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| HISTORICAL SITE CONSIDERATONS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Garland, TxDOT

ORDER OF PRECEDENCE 1. City of Garland; 2. TxDOT

| | | |
|---------------------------|---|--|
| AUXILIARY LANES? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| MID-BLOCK SIGNALS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| CROSSWALK MARKINGS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| LANDSCAPING? | YES <input checked="" type="checkbox"/> | NO <input 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):

Pavement markings, median nose paving, landscape removal.

STREET/TRAIL/SIDWALK LIGHTING? YES NO

TRAFFIC SIGNALS REPLACEMENT? YES NO

PAVEMENT MARKINGS? YES NO

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

NEW/REPLACEMENT SIDEWALKS? YES NO

BUS TURNOUTS? YES NO

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

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.), Height Requirements and if it is tied to a Sidewalk or not ?

City Type C sidewalk/wall combination in other areas. Water meter and fire hydrant relocations. Sprinkler systems.

SOD, SEEDING, TOPSOIL? PLEASE SPECIFY LOCATION AND APPROX. QUANTITY?

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

Storm Sewer System relocations.

ATTACHMENT "A-2"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? YES NO

If yes, please list the special consideration(s) below

PUBLIC INVOLVEMENT

HAS CITY COUNCIL BEEN BRIEFED ON THE PROPOSED IMPROVEMENTS? YES NO

PUBLIC MEETING REQUIRED? YES NO

HAVE ALL NEIGHBORHOOD GROUPS/ STAKEHOLDERS PROVIDED EARLY INPUT?
YES NO N/A

PLEASE PROVIDE INFORMATION ON FUTURE BRIEFINGS OR PUBLIC MEETINGS:

ATTACHMENT “A-2”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections - Intersection 7 - Buckingham Rd. and Plano Rd.

MCIP Project No: 12022

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 "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

CSJ No: _____

LEAD AGENCY: City of Garland

LEAD AGENCY'S PROJECT MANAGER: Shafik Salamor, P.E.

CONTACT INFORMATION: 972-205-2126

PROJECT LIMITS: 14 Intersection Locations (See Attached List)

INTERSECTION PAVEMENT TOPICS

GENERAL INFORMATION

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

City of Garland

IS INTERSECTION ADJACENT TO BACK OF CURB? YES NO

IF YES, BY HOW MANY FEET? 4'

IS IT ADJACENT TO SHARED USE PATH? YES NO

IF YES, BY HOW MANY FEET? 4'

MID BLOCK CROSSINGS INVOLVED? YES NO

DRIVEWAY CROSSINGS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

IS A TRAFFIC STUDY REQUIRED? YES NO

ATTACHMENT "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

TYPE OF INTERSECTIONS:

CROSS INTERSECTION

T- INTERSECTION

FIVE OR MORE LEGS AND NOT CIRCULAR

Y- INTERSECTION

ROUNDABOUT

OTHER

PLEASE DESCRIBE:

All intersections are Cross Intersections. 4-Lane and 6-Lane divided thoroughfares.

PAVEMENT SECTION

PAVEMENT WIDTH:

Existing: 45'

Proposed: 45' - 70'

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 1%

MAXIMUM: 2%

ATTACHMENT "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

VERTICAL GRADE:

MINIMUM 0.6%

MAXIMUM 6.0%

SIGNALS

HAWK SIGNAL? YES NO

LEFT TURN LANES? YES NO

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

MINIMUM LENGTH 210'

MINIMUM STORAGE 150'

WIDTH 11' - 24'

ANY DUAL LEFT LANES? YES NO

RIGHT TURN LANES? YES NO

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

MINIMUM LENGTH 210'

MINIMUM STORAGE 150'

WIDTH 11' - 24'

ANY DUAL RIGHT 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

ATTACHMENT "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD HS20

BUS AND HEAVY TRUCK TRAFFIC?

YES NO

ROADWAY CLASSIFICATION Type A and Type B

MINIMUM PAVEMENT STRUCTURE THICKNESS 10"-11"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 8"

DESIGN SPEED 40mph-45mph

POSTED SPEED 40mph-45mph

DRIVEWAYS INCLUDED IN THE INTERSECTION IMPROVEMENTS

MAXIMUM RESIDENTIAL GRADE (%) 8%

MAXIMUM COMMERCIAL GRADE (%) 8%

MINIMUM COMMERCIAL DRIVEWAY WIDTH 25'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25'

PAVEMENT THICKNESS 6"

COMMERCIAL DRIVEWAY THICKNESS 6"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40

ATTACHMENT "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

TYPE OF INLETS: Recessed Curb Inlets

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

RECESSED CURB INLET? WILL INLET BE ADJACENT TO SIDE WALK? YES NO

MINIMUM COVER FOR LATERALS 3'

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? Doweling to existing paving. Buckingham @ Shiloh

If No, please describe any requirements: _____

PERMITS

COE 404 PERMITS NEEDED YES NO

TCEQ PERMIT YES NO

CDC PERMIT YES NO

EIS OR ANY OTHER ENVIRONMENTAL REQUIREMENTS 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:

| |
|--------------------|
| TxDOT ROW at IH-30 |
|--------------------|

ATTACHMENT “A-3”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter
MCIP Project No: 12022

UTILITIES

LIST OF ALL KNOWN UTILITIES:

GP&L, Atmos, Oncor, Frontier, AT&T, Charter/Spectrum, City of Garland Water, Wastewater and Fiber, GISD

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

Oncor Transmission on Forest Ln.

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

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

YES NO

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

ATTACHMENT “A-3”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter
MCIP Project No: 12022

R-O-W ACQUISITION

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

Affecting businesses with ROW acquisition. Franchise relocations.

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 checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| PARKING/LOSS OF PARKING CONSIDERATIONS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| HISTORICAL SITE CONSIDERATONS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

ATTACHMENT "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter
MCIP Project No: 12022

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Garland, TxDOT

ORDER OF PRECEDENCE 1. City of Garland; 2. TxDOT

| | | |
|---------------------------|---|--|
| AUXILIARY LANES? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| MID-BLOCK SIGNALS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| CROSSWALK MARKINGS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| LANDSCAPING? | YES <input checked="" type="checkbox"/> | NO <input 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):

| | | |
|--------------------------------|---|---|
| STREET/TRAIL/SIDWALK LIGHTING? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| TRAFFIC SIGNALS REPLACEMENT? | YES <input checked="" type="checkbox"/> | NO <input 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/REPLACEMENT SIDEWALKS? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| BUS TURNOUTS? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

ATTACHMENT "A-3"

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

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.), Height Requirements and if it is tied to a Sidewalk or not ?

City Type C sidewalk/wall combination in other areas. Special retaining wall detail at Forest Ln. and Jupiter Rd. Water meter and fire hydrant relocations. Sprinkler systems. Manhole Adjustments.

SOD, SEEDING, TOPSOIL? PLEASE SPECIFY LOCATION AND APPROX. QUANTITY?

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

Storm Sewer System relocations.

ATTACHMENT “A-3”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter

MCIP Project No: 12022

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? YES NO

If yes, please list the special consideration(s) below

PUBLIC INVOLVEMENT

HAS CITY COUNCIL BEEN BRIEFED ON THE PROPOSED IMPROVEMENTS? YES NO

PUBLIC MEETING REQUIRED? YES NO

HAVE ALL NEIGHBORHOOD GROUPS/ STAKEHOLDERS PROVIDED EARLY INPUT?
YES NO N/A

PLEASE PROVIDE INFORMATION ON FUTURE BRIEFINGS OR PUBLIC MEETINGS:

ATTACHMENT “A-3”

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

PROJECT SCOPING SHEETS FOR INTERSECTION IMPROVEMENTS

Project Name: Garland Intersections: Intersection 12-Broadway@IH-30 and Intersection 9-Forest@Jupiter
MCIP Project No: 12022

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 “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

Project Name: GARLAND INTERSECTIONS MCIP 12022
(Intersections 4, 7, 9, and 12)

| Task \ Agency | Dallas County | City of Garland | Task Total |
|-----------------------------|-----------------------|-----------------------|-----------------------|
| 1. Miscellaneous | | | \$ - |
| 1.1 Contingencies | | | |
| 1.2 IHPD* | \$40,000.00 | \$40,000.00 | \$80,000.00 |
| 2. Design | | | |
| 3. ROW | | | |
| 4. Professional Services | | | |
| 4.1 Utilities | | | |
| 4.2 Lab | | | |
| 4.3 Survey | | | |
| 5. Construction | \$3,004,903.50 | \$3,004,903.50 | \$6,009,807.00 |
| Funding Split Totals | \$3,044,903.50 | \$3,044,903.50 | \$6,089,807.00 |
| Total Project Cost | | | \$6,089,807.00 |

*Includes In-house Project Delivery which is split 50/50 between City and County

| Estimated Project Cost | |
|--|-----------------------|
| Expenditure | Estimated Cost |
| Apollo/Spring Creek at Garland Avenue - CITY PACKAGE 2 | |
| Intersection #4 | |
| Construction Eligible | \$499,100.00 |
| Subtotal: | \$499,100.00 |
| Buckingham Road at Plano Road - CITY PACKAGE 2 | |
| Intersection #7 | |
| Construction Eligible | \$2,715,150.00 |
| Subtotal: | \$3,214,250.00 |
| Forest Lane at Jupiter Road - CITY PACKAGE 1 | |
| Intersection #9 | |
| Construction Eligible | \$1,503,147.00 |
| Subtotal: | \$4,717,397.00 |
| Broadway Boulevard at IH 30 Service Road - CITY PACKAGE 1 | |
| Intersection #12 | |
| Construction | \$1,292,410.00 |
| Subtotal: | \$6,009,807.00 |
| In House Project Delivery (IHPD) - (\$20,000 per intersection)* | \$80,000.00 |
| Total Overall Cost of Project | \$6,089,807.00 |
| Funding Sources | |
| Dallas County MCIP Funding** | \$3,044,903.50 |
| City of Garland Funding | \$3,044,903.50 |
| Total | \$6,089,807.00 |

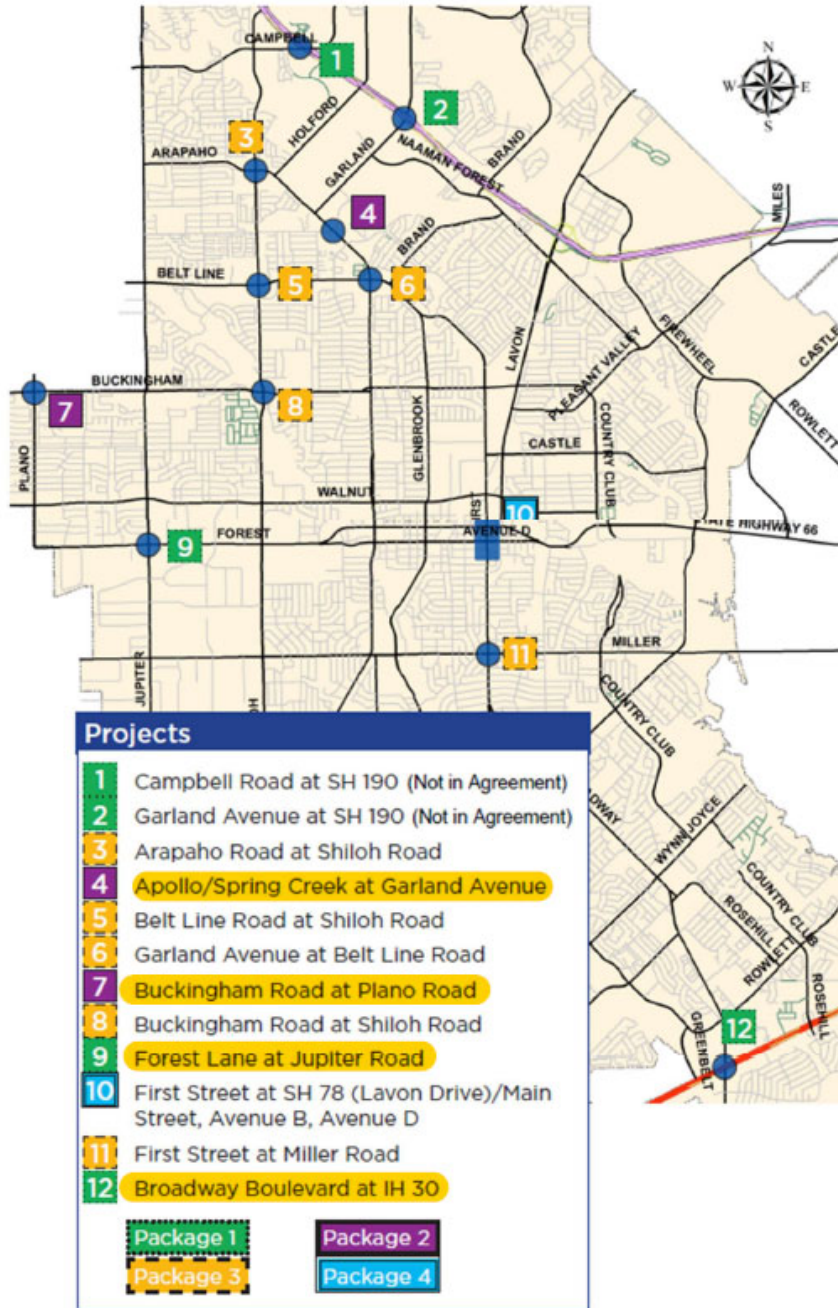
*Includes In-house Project Delivery which is split 50/50 between City and County

**Funding Construction Only- Intersections 4, 7, 9, & 12. Includes IHPD of \$80,000.00. In-House Project Delivery which is split 50/50 with City. (Reference Funding Agreement for complete funding for all 12 intersections). Total funding listed for County in the Funding Agreement with City of Garland regarding Garland Intersections MCIP 12022 Project from various limits is \$10,488,458.50.

ATTACHMENT C

Garland Intersections 4, 7, 9, and 12*

“Not in Agreement” 3, 5, 6, 8, 10, and 11



*The labeling does not dictate the order in which projects will be completed.