

SEP 1 2005

**DENTON COUNTY
COMMISSIONERS COURT**

August 30 2005
Month Day Year

Court Order Number: 05-0611

16.B

THE ORDER: Approval of Supplemental Agreement Number 2 to the Lake Lewisville Corridor Project Feasibility Study Interlocal Cooperation Agreement between Denton County, Texas and the North Texas Tollway Authority in Precinct 1.

Motion by White

Seconded by Jacobs

County Judge Yes ☒
Mary Horn Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 1 Yes ☒
Cynthia White Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 2 Yes ☒
Sandy Jacobs Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 3 Yes ☒
Bobbie J. Mitchell Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 4 Yes ☒
Jim Carter Abstain ☐
No ☐
Absent ☐

Motion Carried 5-0-0

Other Action: Pulled from Consent ☐ No Action ☐ Postponed ☐

BY ORDER OF THE COMMISSIONERS COURT:

Mary Horn
Presiding Officer

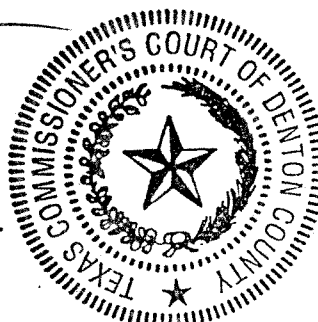
APPROVED AS TO FORM

Thomas J. Smith
Assistant District Attorney

ATTEST:

Cynthia Mitchell, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

BY: Eric McCorble
Deputy County Clerk



SUPPLEMENTAL AGREEMENT NO. 2
TO
LEWISVILLE LAKE BRIDGE CORRIDOR
FEASIBILITY STUDY INTERLOCAL AGREEMENT
(FSF-75)

STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS SUPPLEMENTAL AGREEMENT NO. 2, by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through its Board of Directors (the "Authority"), and the **COUNTY OF DENTON**, a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court (the "County"), is entered into effective as of the 28th day of July, 2005.

WITNESSETH

WHEREAS, the Authority and the County entered into the Lewisville Lake Bridge Corridor Feasibility Study Interlocal Agreement dated as of September 20, 2000 (the "Existing Agreement"), which describes the parties' respective obligations regarding a transportation project (the "Project") divided into two basic parts;

WHEREAS, one part of the Project is a proposed four-lane toll bridge across Lewisville Lake, defined in the Existing Agreement and herein as the "Bridge," and the other part is composed of two segments of a proposed four-lane roadway (sometimes described as "Section 1" and "Section 3," respectively) situated on either side of the Bridge and extending to the intersection of I-35E and Swisher Road on the west and to the proposed intersection of the Dallas North Tollway with FM 2934 on the east, defined therein and herein as the "Access Roads;"

WHEREAS, the Existing Agreement as originally drafted limited the Authority's obligations to the Bridge, and costs are allocated in a manner consistent with that division of responsibility, both during the feasibility study period for the Project and afterwards;

WHEREAS, while there was and is no intention to change the allocation of costs as provided in the Existing Agreement, the Authority and the County agreed that the Authority should take the lead role in selecting consultants to perform work on various sections of the entire Project, and not just the Bridge, and, to that end, the parties executed (1) that certain letter agreement approved by the County by Court Order No. 02-0662 dated October 15, 2002, and which was accepted by the Authority on November 1, 2002 (the "Letter Agreement") by which the County (a) approved certain contracts (the "Previous Contracts") with Binkley & Barfield, Inc. and Dannenbaum Engineering Corporation to prepare plans, specifications and estimates for two portions of the Access Roads and (b) agreed to reimburse the Authority for costs arising under the Previous Contracts as more specifically set forth therein and (2) Supplemental Agreement No. 1 dated as of November 21, 2001 and approved by the County by Court Order No. 05-0429, dated July 19, 2005 (the "Previous Supplemental Agreement") by which the Authority and the County agreed that HNTB Corporation, the Authority's "General Engineering Consultant" ("HNTB"), be retained to conduct the preliminary design phase and to oversee the final design efforts for the entire Project, with resulting costs being shared between the Authority and the County in an agreed manner based on the relationship between the Bridge and Access Roads portions of the Project as more specifically set forth therein;

WHEREAS, consistent with the parties' decision for the Authority to take the lead role in selecting consultants for the entire Project and to reimburse the Authority as provided in the Letter Agreement and the Previous Supplemental Agreement, the Authority and the County

agreed that PBS&J, Inc., the Authority's "Right-of-Way Acquisition Team" ("PBS&J"), be retained to provide real estate and title service for the Access Roads portion of the Project, survey and legal description preparation service for the "Section 3" portion of the Access Roads, right-of-way acquisition service for the Access Roads, appraisal service for the Access Roads, and utility relocation coordination service for the Access Roads, with all resulting costs being reimbursed to the Authority by the County consistent with the parties' overall obligations regarding the Bridge and Access Roads portions of the Project;

WHEREAS, the Authority and PBS&J have prepared, negotiated and executed "Supplemental Agreement For Extra Work (No. 1)" to the existing contract between those parties, dated as of the effective date of this Supplemental Agreement No. 2 and attached hereto as "Schedule 1" and made a part hereof for all purposes ("SA1") and the parties desire to set forth their obligations with respect to SA1; and

WHEREAS, the County, by Court Order No. 05-0611 dated Aug. 30, 2005, has authorized the County to enter into this Supplemental Agreement No. 2 and to perform its obligations hereunder;

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Authority and the County agree as follows:

1. **Approval of and Reimbursement Under SA1.** After taking all official action, the County approves SA1, including the services described (and the detailed scope of services

referenced) therein, the selection of PBS&J, the not-to-exceed amount listed therein (\$417,000.00), and the computation by PBS&J and payment by the County of actual fees based on time and materials and utilizing PBS&J's "Standard Rate Schedule" as referenced in SA1 and provided in the Authority's contract with PBS&J. The County specifically acknowledges its obligation to reimburse the Authority for all costs arising under SA1 in accordance with the terms thereof, provided that all invoices submitted to the County shall be addressed to John R. Polster, County Transportation Consultant, whose address is ITS, 2701 Valley View Lane, Farmers Branch, Texas 75234, and all payments to the Authority shall be remitted to the Authority within thirty (30) days of the County's receipt of the applicable invoice, addressed to Keith H. Nelson, Assistant Director of Finance, at the applicable address set forth in Section 7.6 of the Existing Agreement.

2. **Additional Services and Contracts.** The parties acknowledge that subsequent to the execution of this Supplemental Agreement No. 2 it will be necessary for the Authority to select, and negotiate and contract with, various consultants to provide additional services for the Project. These services will include, but not be limited to, aerial mapping, geotechnical engineering, preparation of final design, and construction management. The Authority shall inform the County of the progress of its selection, negotiation and contracting process regarding the retention of consultants for the Project. The costs for the resulting services will be divided as anticipated in the Existing Agreement with respect to the Bridge and Access Roads portions of the Project, and the approval and reimbursement terms applicable to such future contracts shall be addressed in subsequent supplemental agreements between the Authority and the County.

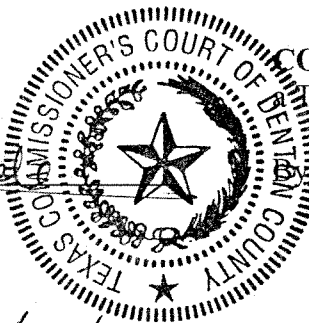
3. **Authorization.** Each party to this Supplemental Agreement No. 2 represents to the other that it is fully authorized to enter into this Supplemental Agreement No. 2 and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Supplemental Agreement No. 2. Each signatory on behalf of the County and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Supplemental Agreement No. 2.

4. **Full Force and Effect.** Except as amended in the Letter Agreement, the Previous Supplemental Agreement, or hereby, all terms of the Existing Agreement shall remain in full force and effect as written, including without limitation Section 3.1.

IN WITNESS WHEREOF, the County and the Authority have executed this Supplemental Agreement No. 2 on the dates shown below, to be effective on the date listed above.

ATTEST:

By: Elin McCabe



COUNTY OF DENTON,
Texas County

Mary Horn
Mary Horn, County Judge


APPROVED AS TO FORM:

Thomas J. Jones
Assistant District Attorney

Date: 8/30/05

ATTEST:

NORTH TEXAS TOLLWAY AUTHORITY

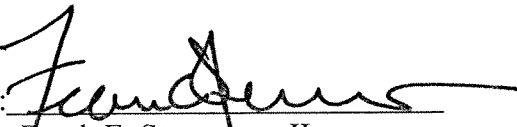

Ruby Franklin
Secretary


Allan Rutter, Executive Director

Date: 08/11/05

APPROVED AS TO FORM:

Locke Liddell & Sapp LLP
General Counsel

By: 
Frank E. Stevenson, II

SCHEDULE 1

to

SUPPLEMENTAL AGREEMENT NO. 2

TO

LEWISVILLE LAKE BRIDGE CORRIDOR FEASIBILITY STUDY INTERLOCAL AGREEMENT

SA1

[see the following pages]

SUPPLEMENTAL AGREEMENT FOR EXTRA WORK

Project: Right-of-Way Acquisition Team

Date: _____

Supplemental Agreement No. 1Sheet No. 1 of 1 SheetsContract No. DNT-520

PBS&J

(Contractor)

18383 Preston Road, Suite 500, Dallas, TX 75252

(Address)

(Agreement shall pertain to only one Contract and shall be numbered consecutively for each Contract)

Authorization is hereby requested for the performance of Extra Work under the above contract described as follows:

The following work, to be performed by the Contractor, was requested by Denton County in support of the Lewisville Lake Corridor Project Sections 1 and 3, and authorized by the Board on 6/15/2005. The detailed scope of work is described in the Contractor's letter to NTTA dated 5-26-2005 and is attached with this supplemental agreement:

Not-to-Exceed Cost

1) Real estate and title service for Sections 1 and 3	\$43,000.00
2) Survey and legal description preparation service for Section 3	\$112,000.00
3) Right-of-way acquisition service for Sections 1 and 3	\$167,000.00
4) Appraisal service for Sections 1 and 3	\$27,000.00
5) Utility relocation coordination service for Sections 1 and 3	\$68,000.00

The Contractor shall be compensated for the work described above at the unit prices stated in the 5/28/05 letter. However, the total cost for the above work shall not exceed the supplemental agreement amount

\$417,000.00

Recommended for Approval: NORTH TEXAS TOLLWAY AUTHORITY <u>E. Robert M. Summers</u> 7/21/05 (Signature) (Date) Approved Recommended: NORTH TEXAS TOLLWAY AUTHORITY <u>Mark A. Bowers</u> 7/25/05 Mark A. Bowers, P.E. Director of Engineering (Date) Approved: NORTH TEXAS TOLLWAY AUTHORITY <u>Alan Ruffner</u> 7/28/05 Alan Ruffner, Executive Director (Date)	Section Engineer: PBS&J <u>Mark A. Isaak</u> (Signature) By: <u>MARK A. ISAAC</u> (Name) Title: <u>VIC PRESIDENT</u> Date: <u>7/19/05</u>
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An employee-owned company

May 26, 2005

Mr. Ghaleb M. Sunna, P.E.
Chief Engineer, Design
North Texas Tollway Authority
5900 West Plano Parkway
Suite 100
Plano, TX 75093

Subject: Lake Lewisville Bridge

Dear Mr. Sunna:

Please find enclosed our proposed approach and estimate to complete the right-of-way surveying and mapping; land acquisition services; and utility relocation services for the Lake Lewisville Bridge. Our estimate has been based on the following assumptions:

- PBS&J will provide land acquisition services including title services, appraisals, and negotiations for 48 parcels. Of these 48 parcels, 15 are fee simple parcels; 17 are permanent easements; and 16 are drainage easements. We will also provide relocation services for one property owner. Additionally, PBS&J will contact property owners to obtain driveway easements for Sections 1 and 3.
- PBS&J will develop a comprehensive right of way and utility relocation project schedule.
- PBS&J will provide right-of-way surveying and mapping services for Section 3 of the project.
- PBS&J will coordinate the relocation of all utilities along Sections 1 and 3 of the project.
- Information about parcel types and the number of parcels was based on a review of the ROW strip maps and direction from Mr. Bo Cung from HNTB.

We believe the strongest component of our proposal is our ability to serve as the Project Manager for this effort. We bring our project management knowledge in developing and maintaining parcel-by-parcel schedules, coordinating and synchronizing the work efforts of survey, utility relocation and the different real estate disciplines, as well as our experience in coordinating multiple agencies that have a common desire to meet project schedules. We will coordinate closely with the NTTA, HNTB, and Denton County to complete this assignment.

The PBS&J Team is ready to assist Denton County in this effort. Our team is in place. Our commitment is strong. We are ready to go to work. Should you have any questions, please do not hesitate to contact me at 972-588-3180.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Tom Brady'.

Tom Brady
Program Manager

PBS&J Right of Way Scope of Services

Right of Way Project Team

Our proposed team consists of a number of seasoned professionals in their respective fields. Tom Brady will be the overall project manager and will lead our land acquisition efforts. Scott Hutchins, P.E. and David Whiddon will coordinate with the utility firms and oversee the utility relocation efforts. Randy Hughes, RPLS, will lead our surveying and mapping efforts. Pyles Whatley Corporation will be providing real estate appraisal services, and North American Title will be providing real estate title and closing services.

We believe the strongest component of our proposal is our ability to serve as the Project Manager for this effort. We bring our project management knowledge in developing and maintaining a parcel-by-parcel schedule, coordinating and synchronizing the work efforts of survey, utility relocation and the different real estate disciplines, as well as our experience in coordinating multiple agencies. We will coordinate closely with the NTTA, HNTB, and Denton County to complete this assignment.

The information about parcel types and the number of parcels is based on a review of the ROW strip maps and direction from Mr. Bo Cung from HNTB and is as follows:

Section 1:

Fee	5
Permanent Easement	4
Drainage Easement	<u>5</u>
Total Parcels for Section 1	14

Section 3:

Fee	10 (Including one residential relocation)
Permanent Easement	13
Drainage Easement	<u>11</u>
Total Parcels for Section 3	34

Total Parcels for Sections 1 and 3:

Fee	15 (Including one residential relocation)
Permanent Easement	17
Drainage Easement	<u>16</u>
Total	48

Survey and Mapping

PBS&J will provide complete right of way mapping services in accordance with the current TxDOT standards, for Section 3 only, of the Lake Lewisville Corridor project.

There are 10 Fee-Simple parcels, 13 Permanent Easements, and 11 Drainage Easements for a total of 34 parcels in Section 3.

PBS&J will provide standard TxDOT right-of-way mapping services and will deliver parcel plats, legal descriptions and right-of-way mapsheets. The parcel plats and legal descriptions, prepared as one document, will be signed and sealed by a Registered Professional Land Surveyor.

Acquisitions

The PBS&J Team is prepared to provide land acquisition services. All efforts will be conducted in accordance with Texas law. Our agents will abide by all licensing requirements of the Texas Real Estate Commission. PBS&J has bi-lingual agents that can be made available on a special-needs basis.

Negotiations

The PBS&J Team will be responsible for:

- Preparing a draft Offer to Purchase Letter and Summary Statement of the basis for Just Compensation, which will be submitted to Denton County for approval.
- Reviewing boundary surveys, appraisal reports or opinions of value to ensure that the individual articles of documentation are in order and in agreement with each other.
- Preparing necessary documents required for parcel acquisition.
- Requesting donations from all property owners.
- Making Offers to Purchase to the owner(s) of each property and advising owners of applicable relocation benefit entitlements.
- Conducting follow-up negotiations as may be appropriate and necessary.
- Preparing negotiation reports and documentation.
- Ensuring, when negotiations result in an agreement to purchase, that a contract to purchase is prepared and signed by all appropriate parties.
- Providing the necessary information for the preparation of all deeds, agreements and instruments of conveyance necessary to acquire the appropriate legal interests in the subject properties.
- Submitting final reports on each property claim containing the instruments of conveyance, requests for payment, and the required documentation, to Denton County for processing and issuance of a check for payment.

Title Services

Upon receiving a notice to proceed, PBS&J will request preliminary title commitments or an abstract certificate, and review the preliminary title commitments or abstracts, surveys, right-of-way maps and appraisals to identify ownership and encumbrances.

Closing Services

Upon successful completion of the negotiating process, the closing process will be initiated. PBS&J will prepare, and the landowners will execute, a Denton County

approved memorandum of agreement. PBS&J will work closely with Denton County and the Title Company, utilizing standard claim forms and supporting documentation. PBS&J will prepare the warrant transmittal request and submit the request in a timely manner to maintain the project schedule. PBS&J will attend the closings. Each closing will involve:

- Updating of title information to date
- Preparing documents, affidavits and necessary releases or subordination of encumbrances as needed
- Confirming the payment of all taxes, assessments and other obligations owed against the property and, particularly, the parcel of land to be acquired
- Verifying the execution of all documents necessary to convey clear title
- Confirming the recordation of necessary documents in the County's real property records
- Confirming the disbursement of sale proceeds to the owner or representative of the property owner and other necessary parties
- Confirming the issuance of the title insurance policy when applicable
- Submitting the complete closing package to Denton County

PBS&J understands the need to properly and efficiently obtain clear title to each parcel. Without accurate closings, construction cannot proceed; resulting in untimely delays.

Relocation Assistance

The PBS&J Team shall perform all necessary services pertaining to relocation assistance and services required for the completion of the project. Relocation activities will include:

- Making the initial contact. The PBS&J Team will offer relocation assistance.
- Rendering relocation advisory assistance to all residential displacees.
- Submitting all proposed relocation payments to Denton County for approval prior to payment.
- Preparing and processing invoices for requesting warrants for payment of claims.
- Documenting all contacts with relocatees/displacees and others involved in relocation.
- Reviewing all available information and resolve discrepancies, if any, between parcel inventories, appraisal reports, relocation inventories, property owner's inventories and tenant inventories.

Utility Relocation Coordination

The PBS&J team will coordinate the utility relocations with Denton County, the cities of Lake Dallas and Little Elm, and the affected utility companies.

Through our discussions with section engineers, city officials and county representatives, we understand that the City of Little Elm has designed and scheduled letting dates for relocating their municipal water and sewer lines within their city limits. Initial contact has been made by city officials with the Section 3 local utility companies, and 90% plans have been given to the affected utilities. All Section 3 utility companies except a local water supply company have been responsive.

We understand that the affected utility companies within Section 1 have been notified and plans have been issued, but it is unclear at this time how much actual utility coordination has occurred. We understand that The City of Lake Dallas has made some initial contact with the utilities but no follow up meetings have occurred recently. The status of the utility company relocations will be on the "critical path" for this effort.

Section 1 is located solely within the Lake Dallas city limits, and Section 3 is located partly within the Little Elm city limits and the unincorporated Denton County. Any utility relocation should fall under the interlocal agreements. PBS&J will work with City officials and the affected utilities to resolve the identified utility conflicts in a timely manner. Any problem relocation incidences will be quickly elevated to the appropriate levels to speed resolution.

Our scope of services will include the following items:

- Field investigations
- Coordination/meetings with roadway designers
- Coordination/meetings with utility companies
- Utility plan review for compatibility with proposed roadway features
- Utility plan review for compatibility with proposed utilities
- Plan review for reasonableness of cost, if not covered by the ILA
- Preparation of agreements or permits as required by either the county, the city or NTTA
- Exhibit preparation
- Quality Control of agreements, permits and exhibits
- Project reporting to NTTA, Denton County or Cities of Little Elm and Lake Dallas
- Development of a comprehensive ROW and utility relocation project schedule
- Weekly schedule updates and distribution

Estimated Fees

Real Estate Title and Closing Services

This is an estimated fee. There most likely will not be 48 closings, as some easements are part of the fee parcels.

Title Search/Abstract Certificate per parcel of \$250 plus copies

Base Title Policy per parcel of \$240, (title insurance by rate)

Closing Services per parcel of \$250

Recording of instruments, miscellaneous per parcel of \$160

Total Title and Closing Services per fee parcel of \$900 X 48 parcels = **\$43,000**

Survey

This is an estimated fee. Actual fees will be based on time and materials as indicated in the "Standard Rate Schedule."

Survey fee of \$3,280 per parcel for 34 parcels within Section 3 = **\$112,000**

Right of Way Acquisition

This is an estimated fee. Actual fees will be based on time and materials as indicated in the "Standard Rate Schedule."

\$3,000 per parcel for acquisition for 48 parcels **\$144,000**

\$8,000 per parcel for residential relocation for one parcel **\$ 8,000**

Miscellaneous project management, develop and maintain a comprehensive project schedule. **\$ 15,000**

Total Acquisition Services **\$167,000**

Real Estate Appraisal Services Fee Range

No. of Parcels	Type of Acquisition	Estimated Fee Range
Section 1	5 Fee	\$2,000-\$4,500
	4 Permanent Easements	\$2,000-\$4,000
	5 Drainage Easements	\$1,800-\$4,000
Section 3	10 Fee	\$1,500-\$3,000
	13 Permanent Easements	\$1,800-\$3,500
	11 Drainage Easements	\$1,500-\$4,000
Total Appraisal	48	\$10,600-\$27,000

Utility Relocation Coordination

This is an estimated fee. Actual fees will be based on time and materials as indicated in the "Standard Rate Schedule."

Total Utility Relocation Coordination **\$68,000**