

PROJECT SPECIFIC AGREEMENT
Re: “Type B” and “Type E” Public Roadways
MADE PURSUANT TO ROAD AND BRIDGE MASTER INTERLOCAL
AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF
COPPELL, TEXAS

This Project Specific Agreement (“PSA”), supplemental to the Master Interlocal Agreement (“Master Agreement”), is made by and between Dallas County, Texas, (“County”), and the City of Coppell, Texas, (“City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs, and improvements to be undertaken on “Type B” and “Type E” public roadways in the City of Coppell, Texas (“Project”).

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 amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about February 7, 2023, County and City entered into a Master Interlocal Agreement, for the purpose of the City authorizing and retaining County, through its Road and Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts; roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B” or “Type E” roadway projects, such projects to be performed on or about “Type B” and “Type E” public roadways which are situated wholly within the territorial limits of the City of Coppell, in Dallas County, Texas, to be fully funded and paid for at City’s cost and expense; and

WHEREAS, City now desires County to perform such minor transportation-related maintenance, repairs, and improvements on “Type B” and “Type E” roadways, consisting of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete repair, clearing of drainage obstructions, and various other services. These services are to be performed wholly within the territorial limits of the City of Coppell, in Dallas County, Texas, as more fully described in Attachment “A.”

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

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This PSA sets forth the rights and responsibilities of each of the parties as set forth in the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if set forth herein. 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 2023-0154, dated February 7, 2023, and additions thereto, are incorporated herein by reference;
2. Cost Estimate (Attachment “A”), which is attached hereto and incorporated herein by reference; and
3. Map/diagram of the proposed work site/sites (Attachment “B”), which is attached hereto and incorporated herein by reference.

Article III **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV **Project Description**

This PSA is entered into by the parties for the purpose of the City authorizing the County, through its Road & Bridge forces, to perform minor transportation-related maintenance, repairs, and improvements, including but not limited to pothole repair, asphalt overlay, full depth base repair, crack sealing, and clearing of drainage obstructions, on “Type B” and “Type E” roadways listed in Attachment “B,” which is attached hereto and incorporated herein. These services are to be performed on “Type B” and “Type E” roadways that are situated wholly within the territorial limits of the City of Coppell, in Dallas County, Texas, as more fully described in Attachments “A” and “B.” The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and the County. The City has and hereby gives its approval for expenditure of County funds for the maintenance, repairs, and improvements of a roadway located within the municipality.

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, 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.

Article VI **Agreements**

I. City's Responsibilities

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity; (b) acquiring any right-of-way necessary to complete the Project under consideration; (c) locating all manholes, water valves, and other utilities within the Project; (d) making all utility relocations or adjustments necessary for the Project; (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site; and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City is responsible for striping the lanes after County completes the Project.
3. City shall be responsible for maintaining the Project site/sites once the Project is completed.
4. City shall review roadway locations crossing through flood plain areas within their flood plain management jurisdiction and coordinate any necessary permitting prior to County performing work in these areas.

II County's Responsibilities

1. County, shall be responsible for the following: (a) locating, marking, and adjusting (with City assistance) all visible manholes and water valve covers within the Project; (b) contacting Texas 811 "Call before you dig" in compliance with State Law; and (c) providing appropriate work zone traffic control, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, etc., to enable the Project to be completed in a timely and safe manner.
2. County shall be responsible for the performance of the minor transportation-related improvements, maintenance, and repair services, including but not limited to asphalt overlays, street milling, full depth base repairs, pothole repair, crack

sealing, concrete repairs, clearing of drainage obstructions, to roads and streets listed in Attachment “B.”

III. Funding

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project, provided:

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto.
2. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.
3. Once approved by the County, and before commencement of the Project by County, the City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, Seventy Thousand Dollars and No Cents (\$70,000.00), representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project, if the Project is completed in less than one month.

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 Agreement, without waiving any sovereign/governmental 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 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 County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County’s and City’s sovereign immunity and/or governmental immunity, 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 of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
500 Elm Street, Suite 5300
Dallas, Texas 75202

CITY:

Director of Public Works
City of Coppell
255 E. Parkway Boulevard
Coppell, Texas 75019

Commissioner Andy Sommerman
Road & Bridge District 2
500 Elm Street, Suite 7200
Dallas, Texas 75202

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. Upon execution by the 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. 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.
- IX. 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.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City of Coppell.
- XII. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of Coppell, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____ approved/passed on the ____ day of _____, 2024.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2024.

Executed this the ____ day of _____, 2024.

Executed this the ____ day of _____, 2024.

CITY OF COPPELL:

COUNTY OF DALLAS:

MIKE LAND
CITY MANAGER

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

RECOMMENDED BY:

CITY SECRETARY

DARRYL MARTIN
DALLAS COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

APPROVED AS TO FORM*:
DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY

CITY ATTORNEY

CORTNEY PARKER
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Construction Estimate

Date: January 23, 2024**For:** City of Coppell**Subject:** Project Specific Agreement for "Type B" and "Type E" Streets**Total Cost Estimate:** **\$70,000.00**

Scope of Work: City of Coppell will request Dallas County RB4 to perform maintenance and repairs consisting of asphalt overlays, street milling, full depth base repairs, pothole repair, crack sealing, concrete repairs, clearing of drainage obstructions, and various other services. These services to be performed on an as requested basis and situated wholly within the territorial limits of City of Coppell, Texas, as more fully described on "Attachment B".

| Service | Qty | Units | Cost/Unit | Amount |
|--|-------|--------------|-----------|--------------------|
| Asphalt Overlay (2") | 500 | Square Yards | \$30.35 | \$15,175.00 |
| Street Milling (2") | 2,000 | Square Yards | \$3.75 | \$7,500.00 |
| Full Depth Base Repair (8") | 245 | Square Yards | \$25.85 | \$6,333.25 |
| Concrete Full Depth Repair 8" | 300 | Square Yards | \$96.00 | \$28,800.00 |
| Drainage Channel Desilting | 200 | Cubic Yards | \$37.78 | \$7,556.00 |
| The actual billed amount for Asphalt Overlay, Base Repair, Street Milling will be based on the actual labor, equipment and material required to perform work requested. Listed above is the estimated quantities and estimated costs for these services. | | | | \$65,364.25 |
| Other Services (The actual billed amount for pothole repair, crack sealing, clearing of drainage obstructions and various other services will be based on the actual labor, equipment and material required to perform the work requested). | | | | \$4,635.75 |

Total **\$70,000.00**

Attachment "B" Road & Bridge PSA - Coppell

| | |
|--|--|
| | Flood Zone |
| | Flood Zone/Cross County Line Type E Roads |
| | Type B Roads |
| | Type E Roads |
| | Freeway |
| | Rail |

| EXCLUDED ROADS | REASON |
|----------------|-------------|
| Banbury Rd | County Line |
| Blackberry Dr | County Line |
| Bridge St | County Line |
| Cantebury Ct | County Line |
| E Persimmon Dr | County Line |
| Huntingdon St | County Line |
| Westhaven Rd | County Line |
| Windsor Rd | County Line |
| Wingate Dr | County Line |

Roadways in Flood Plain Subject to City Review

| |
|----------------|
| Bent Tree Ct |
| Fairway Dr |
| Inglenook Ct |
| Ledbetter Rd |
| Loch Ln |
| MacArthur Blvd |
| Parkway Blvd |
| State Rd |
| Windham Cir |
| Forest Hill Dr |

