

STATE OF TEXAS  
COUNTY OF DALLAS

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**INTERLOCAL AGREEMENT  
BETWEEN CITY OF COPPELL AND  
THE NORTHWEST DALLAS COUNTY  
FLOOD CONTROL DISTRICT**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the City of Coppel, Texas, a Texas home-rule city located in Dallas County, Texas, (“City”), and the Northwest Dallas County Flood Control (“the District”).

**RECITALS**

**WHEREAS**, the City of Coppel, Texas, hereinafter referred to as “the City,” and the Northwest Dallas County Flood Control District, hereinafter referred to as “the District” desire to enter into this Interlocal Agreement, hereinafter referred to as “the Agreement,” relative to removal of sediment from existing culverts beneath Riverchase Drive, which are within the jurisdictional control of the District; and

**WHEREAS**, it has been determined that as a result of drainage patterns that the sediment at the Riverchase Drive that City contributed to that condition; and

**WHEREAS**, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas Local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

**WHEREAS**, the City and the District concur that this Agreement is in the best interest of the citizens of Coppel and the District;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each Party, the receipt and sufficiency of which are hereby acknowledged, City and District hereby agree as follows:

**I. GENERAL**

The City and the District acknowledge that the removal of sediment will be performed in accordance with specifications included in the bid that was opened on May 14, 2019 for “Sediment Removal at Locations A and B” as set forth in Attachment A. The location of the sediment removal is from the existing five 8’x 4’and four 8’ x 5’ box culverts located on Riverchase Drive, as shown on Attachment A, which is attached hereto. The City and the District agree that the City will pay a portion of the removal cost in the amount not to exceed of \$24,497.00 for the removal of the sediment as set forth in Attachment B. The City and the District agree that the \$24,497.00 will be escrowed with the District and that the District will administer the project, cause the removal of the sediment from Locations A and B, and, upon completion pay the forfeit amount from the escrow.

## **II. TERM OF AGREEMENT**

This Initial Term of this Agreement (“Initial Term”) shall be for one (1) year from Commencement Date.

## **III. NOTICES**

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the other Party as follows:

### **TO THE NORTHWEST DALLAS COUNTY FLOOD CONTROL DISTRICT:**

Northwest Dallas County Flood Control District  
Attn: Wayne Reynolds, President

\_\_\_\_\_  
\_\_\_\_\_

### **TO THE CITY OF COPPELL, TEXAS:**

City of Coppel  
Attn: City Manager  
255 E. Parkway Blvd.  
Coppell, Texas 75019

## **IV. MISCELLANEOUS**

- A. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- B. This Agreement constitutes the sole and only agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof.
- C. No amendment, modification or alteration of the provisions of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.
- D. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. All remedies provided for in this Agreement are in addition to, not in substitution of, all remedies of the Parties at law or in equity. All remedies are intended to be cumulative, and a Party to this Agreement may pursue the remedies provided for in this Agreement and all remedies at law or in equity at the same time.
- G. This Agreement has been approved by the governing bodies of District and City. Any funds to be paid under this Agreement shall be paid from current revenues only.

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**NORTHWEST DALLAS COUNTY FLOOD  
CONTROL DISTRICT**

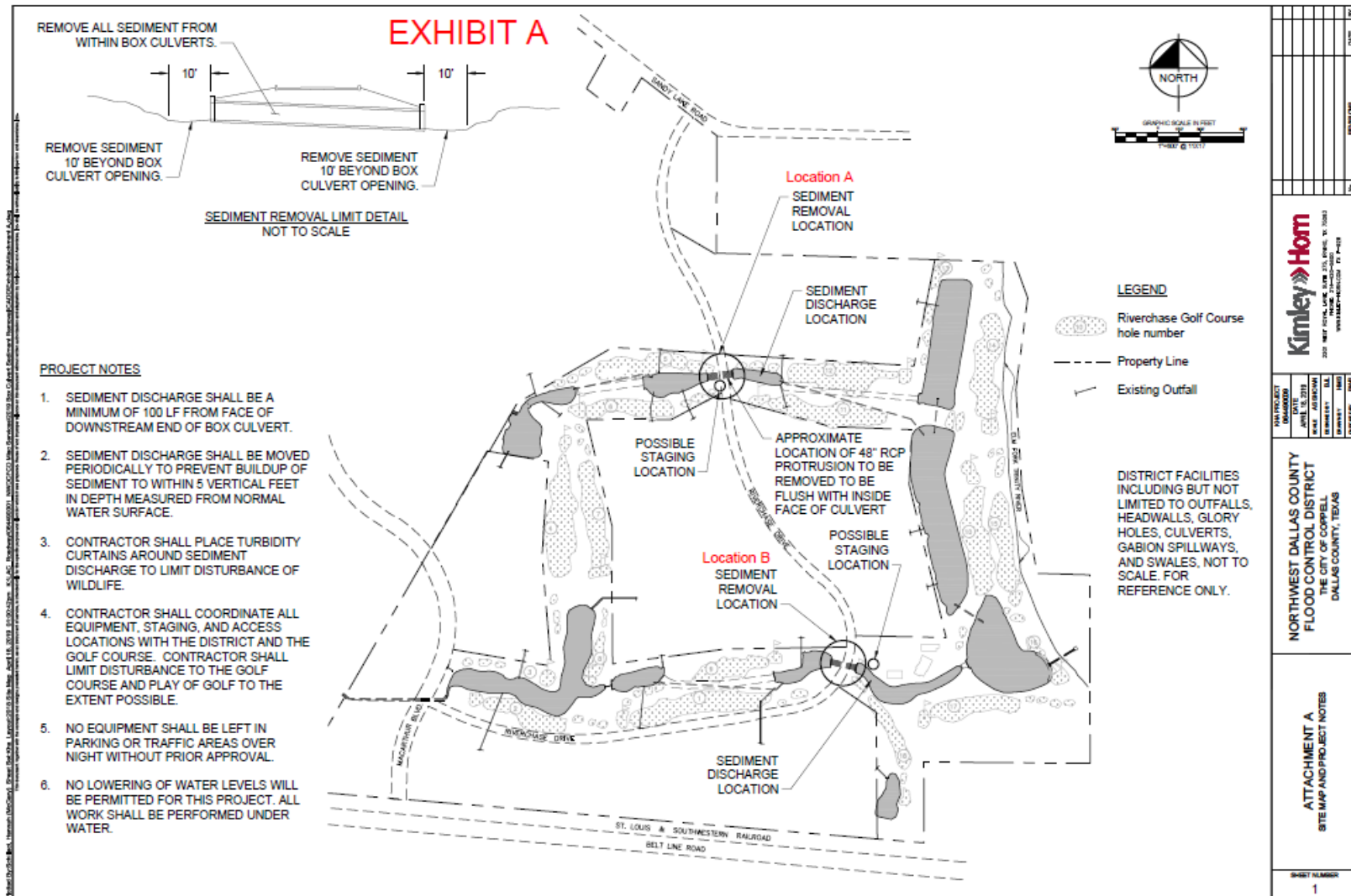
By: \_\_\_\_\_  
Wayne Reynolds, President

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF COPPELL, TEXAS**

By: \_\_\_\_\_  
Karen Selbo Hunt, Mayor

# ATTACHMENT A



## EXHIBIT B

### Exhibit B

CONSTRUCTION SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR

## 2019 Box Culvert Sediment Removal at Two Locations

Northwest Dallas County Flood Control District

Project No. 064490010.2.200



**Kimley»Horn**

2201 West Royal Lane, Irving, Texas 75063  
kimley-horn.com 214.420.5600  
Texas Firm Registration No. F-928

Conformed Document  
May 23, 2019

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1 LS	Furnish/Install Project Mobilization Complete in place, For the sum of <u>Two thousand four hundred and forty three</u> Dollars And _____ <u>zero</u> Cents Per Lump Sum  * Note: A reduction of \$2,400.00 was applied to this item unit cost bid to reflect the removal of bonding requirements for the project.	\$ <u>2,443.00</u>	\$ <u>2,443.00*</u>
2.	1 LS	Furnish/Install Underwater Box Culvert Sediment Removal Complete in place, For the sum of <u>Thirty nine thousand five hundred and fifty</u> Dollars And _____ <u>zero</u> Cents Per Lump Sum	\$ <u>39,550.00</u>	\$ <u>39,550.00</u>

- |    |      |   |                    |                    |
|----|------|---|--------------------|--------------------|
| 3. | 1 EA | Furnish/Install Underwater RCP Penetration<br>Removal to Existing Box Culvert Side Wall<br>Complete in place,<br>For the sum of<br><u>Six thousand</u> Dollars<br>And <u>zero</u> Cents<br>Per Each | \$ <u>6,000.00</u> | \$ <u>6,000.00</u> |
|    |      |   |                    |                    |
| 4. | 1 LS | Furnish/Install Golf Course Restoration<br>Complete in place,<br>For the sum of<br><u>One thousand</u> Dollars<br>And <u>zero</u> Cents<br>Per Lump Sum   | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |

**TOTAL BID** **\$ 48,993.00**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 This complete project manual shall be submitted as the Bidder's Bid. In addition, the following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;