

**PROJECT SPECIFIC AGREEMENT**  
**RE: VARIOUS ROADS, “TYPE B” PUBLIC ROADWAY -- MADE PURSUANT TO**  
**ROAD & BRIDGE MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS**  
**COUNTY, TEXAS AND THE CITY OF COPPELL, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Coppel, Texas (hereinafter “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 public roadway within the territorial limits and jurisdiction of the City of Coppel (hereinafter “Project”) on the streets listed as more fully set forth and described in Attachments “A” and “B,” which are attached hereto and incorporated herein by reference.

**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; and

**WHEREAS**, on or about February 6, 2018, County and City entered into a Master Interlocal Agreement (hereinafter “Master Agreement”), whereby County agreed to provide partial funding for such duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of the City, and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project consisting of repairs, maintenance, and improvements of designated blocks of enumerated public roadway situated in the City of Coppel, Texas, as more fully described in Attachments “A” and “B.”

**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 document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated 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 2018-0038 dated PSA City of Coppel (“Type B”) (2022)

- January 2, 2018, and additions thereto as incorporated herein.
2. The Construction Estimate, which is attached hereto as Attachment “A” and incorporated herein by reference.
  3. The Road List Map/Diagram of proposed work sites, which is attached hereto as Attachment “B” 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 jointly identifying and funding repair, maintenance, and improvements on duly qualified “Type B” public roadway within the City of Coppell, Texas. The Project shall consist of repair of various roads in the City of Coppell, Texas, within Dallas County Commissioner’s District 1 (hereinafter “Project”), and as more fully described in Attachment “A,” which is attached hereto and incorporated herein by reference. 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 County. The City has and hereby does give its approval for the expenditure of County funds for the construction, improvement, maintenance, or repair of a street 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. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public and posting appropriate and required notices of the proposed maintenance, repairs, improvements, or reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location; (f) funding the purchase of all materials necessary to perform the Project construction; (g) managing construction of the Project; (h) receiving and processing all payments due contractors the City hires to work on the project; (i) contracting through formal bidding procedures to acquire the services of contractors; and (j) 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 shall further be responsible for maintaining the Project sites once the Project is completed.
3. City shall be in compliance with the Manual on Uniform Traffic Control Devices ("MUTCD") standards in ensuring safety during operations as outlined in the scope of work in Attachment "A."

### **II. County Responsibilities:**

1. County shall reimburse the City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including, but not limited to all books, records, reports, tickets, deposits, expenditures, 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. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of 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. The results of any audit may be furnished to the City for comment.

III. Funding:

County and City mutually agree that the initial and anticipated Project cost is approximately One Million, Forty-Six Thousand, Five Hundred Dollars and no cents (\$1,046,500.00), as set forth in Attachment “A”. County and City mutually agree that City shall be responsible to pay a total of Five Hundred Twenty-Three Thousand, Two Hundred Fifty Dollars and no cents (\$523,250.00) for its portion of the Type “B” roadwork. County shall only be responsible to the City for a financial contribution, in the form of reimbursements, of an amount not to exceed Five Hundred Twenty-Three Thousand, Two Hundred Fifty Dollars and no cents (\$523,250.00), which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost to be paid from Fund 105.2520.

City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City’s charges. County’s acceptances of City’s invoices are contingent upon City’s compliance with County’s invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County’s satisfaction, but shall pay all undisputed amounts timely.

**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 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 right 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, via e-mail, 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

**and**

Commissioner JJ Koch  
Road & Bridge District #2  
411 Elm Street, Second Floor  
Dallas, Texas 75202

**CITY:**

City Manager  
City of Coppell, Texas  
P.O. Box 9478  
Coppell, Texas 75019

Either party may change its address for notice by giving the other party 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 Council of the City of Coppell.
- XII. Effective Date. The Contract shall commence on the Effective Date. The Effective Date of this Contract 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 Contract. No joint enterprise/venture exists between the parties.

The City of Coppel, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Executed by the City of Coppel this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Executed by the County of Dallas this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF COPPELL:**

**COUNTY OF DALLAS:**

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

**APPROVED AS TO FORM:\***  
JOHN CREUZOT  
DISTRICT ATTORNEY

By: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

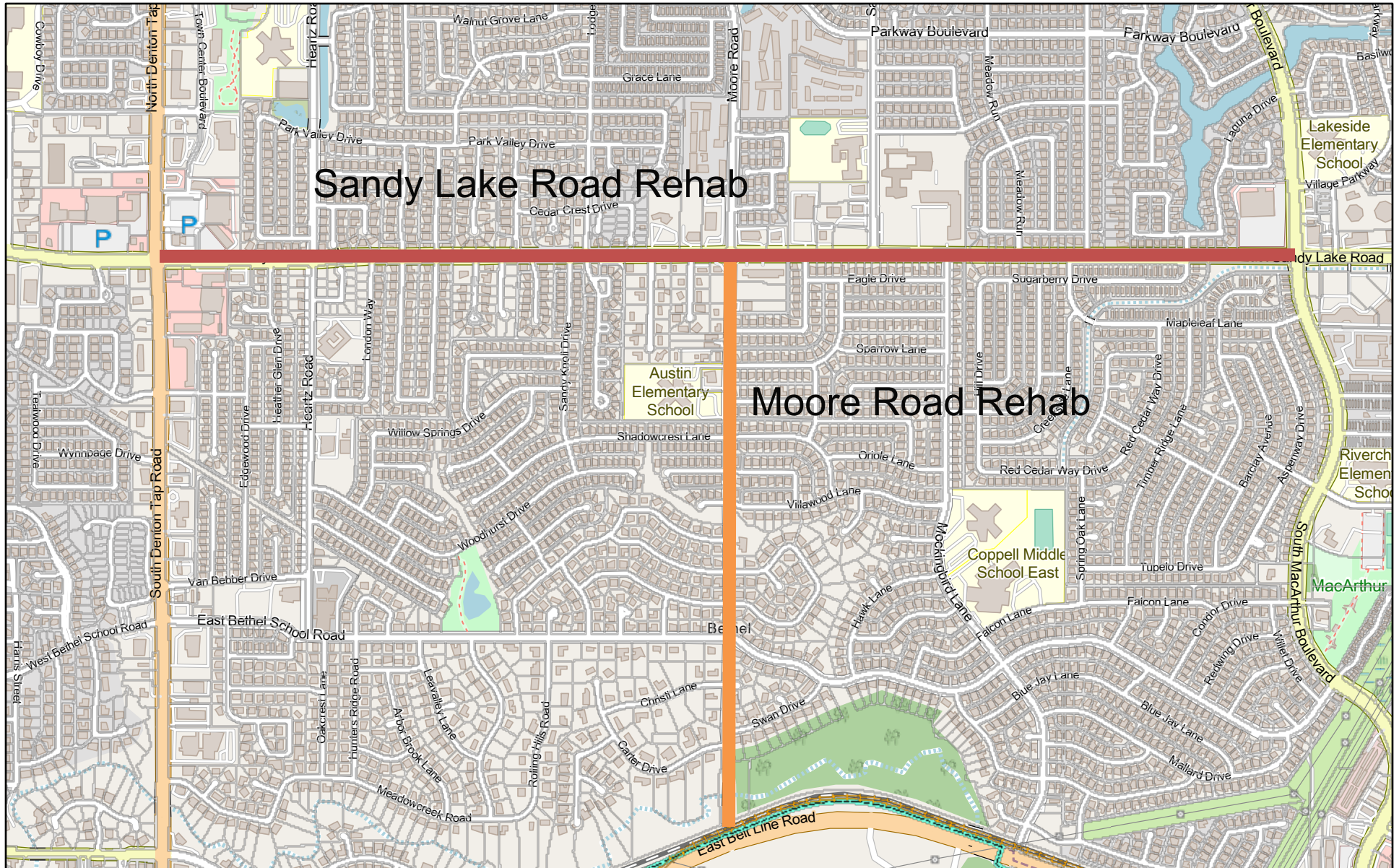
\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our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

## ATTACHMENT A

| Project                           | Moore Road Rehab                  | Sandy Lake Road Rehab           |
|-----------------------------------|-----------------------------------|---------------------------------|
| Limits                            | Sandy Lake Road to East Belt Line | Denton Tap to MacArthur         |
| Scope                             | Concrete panel replacement (25%)  | Concrete panel replacement (5%) |
| Total Value                       | \$689,000.00                      | \$357,500.00                    |
| Road and Bridge Funding Request   | \$344,500.00                      | \$178,750.00                    |
| Cost Estimate                     | Moore Road Rehab                  | Sandy Lake Road Rehab           |
| Area of concrete replacement (sy) | 5300                              | 2750                            |
| Removal @ \$35/sy                 | \$185,500.00                      | \$96,250.00                     |
| Paving @ \$95/sy                  | \$503,500.00                      | \$261,250.00                    |
| Total Cost                        | \$689,000.00                      | \$357,500.00                    |
| County Share                      | \$344,500.00                      | \$178,750.00                    |
| Total Road and Bridge 2 Request   |                                   | \$523,250.00                    |



## Engineering (Utilities) GIS Map



2/8/2022, 2:07:43 PM

Lines

- Override 1
- Override 2
- DART Cotton Belt Silver Line
- County Line
- Parcel
- City Limit

Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps

City of Coppel | GIS

All data, specifically including the geographic and tabular data herein are provided "as is" without warranty of any kind, either expressed, implied, or statutory, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose.