

**PROJECT SPECIFIC AGREEMENT**  
Re: Various Locations  
**PURSUANT TO MASTER ROAD & BRIDGE**  
**INTERLOCAL MAINTENANCE AGREEMENT**  
**BETWEEN DALLAS COUNTY AND 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 performed on streets in the City of Coppel, Texas (“Project”).

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, on or about January 2, 2018, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide road and bridge maintenance and repair on “Type B”, “Type C”, and “Type E” roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City’s costs and expense; and for the purpose of the City authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related maintenance services, including but not limited to asphalt overlay, street milling, full depth asphalt repair, asphalt level-ups, 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 E” or “Type B” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of City; and

**WHEREAS**, City now desires County to perform such maintenance and repairs, consisting of asphalt overlay, street milling, full depth asphalt repair, asphalt level-ups, pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and various other services. These services to be performed on an as requested basis and situated wholly within the territorial limits of City of Coppel, Texas, as more fully described on 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 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 January 2, 2018 and additions thereto as incorporated herein,
2. The Estimate (Attachment “A”), and
3. Map of the Proposed Work, (Attachment “B”).

**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 one year from the effective date of execution of the Project.

**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 maintenance and repair services, including but not limited to pothole repair, asphalt overlay, full depth base repair, crack sealing, and clearing of drainage obstructions to the roads and streets listed in the Attachment “B” attached hereto and incorporated herein. These services to be performed as requested by the City and situated wholly within the territorial limits of City of Coppell, Texas, as more fully described in Attachments “A” and “B” attached hereto and incorporated herein. 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 gives its approval for expenditure of County for the construction, improvement, maintenance or repair 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 shall be responsible for maintaining the Project site once the project is completed.

### **III. County 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 (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 maintenance and repair services, including but not limited to pothole repair, asphalt overlay, full depth base repair, crack sealing, and clearing of drainage obstructions to road and streets listed in the Attachment "B".

### **IV. 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, and

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 County, and before commencement of the Project by County, City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, One-Hundred and Fifty Thousand, Dollars (\$150,000) representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project.

**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 of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. 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  
 411 Elm Street, Suite 400  
 Dallas, Texas 75202

**and**

Commissioner Mike Cantrell  
 Dallas County Commissioner, District #2  
 411 Elm Street, Second Floor  
 Richardson, Texas 75202

**CITY:**

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

- 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, Texas.

The City of Coppell, State of Texas, has executed the Agreement pursuant to duly authorized City Council Action on \_\_\_\_\_, \_\_\_\_\_, 2018.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF COPPELL:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
KAREN SELBO HUNT  
MAYOR

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

**ATTEST:**

**APPROVED AS TO FORM:**

CHRISTEL PETTINOS

FAITH JOHNSON  
DISTRICT ATTORNEY

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
Sherri Turner  
Assistant District Attorney

**APPROVED AS TO FORM:**

**CITY OF COPPELL**

\_\_\_\_\_  
Robert E. Hagar  
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).

**Construction Estimate  
Dallas County District 4  
Dr. Elba Garcia, Commissioner**

**Date:** October 30, 2018

**For:** City of Coppell

**Subject:** Project Specific Agreement for Various Streets

**Total Cost Estimate:**                    **\$150,000.00**

**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, asphalt level-ups, pothole repair, crack sealing, 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".

<u>Service</u>	<u>Qty</u>	<u>Units</u>	<u>Cost/Unit</u>	<u>Amount</u>
Asphalt Overlay (2")	5,500	Square Yards	\$13.50	\$74,250.00
Street Milling (2")	5,500	Square Yards	\$3.50	\$19,250.00
Full Depth Base Repair (8")	260	Square Yards	\$25.00	<u>\$6,500.00</u>
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.				<b>\$100,000.00</b>
The actual billed amount for asphalt level-ups, 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.				<b>\$50,000.00</b>

Total            **\$150,000.00**

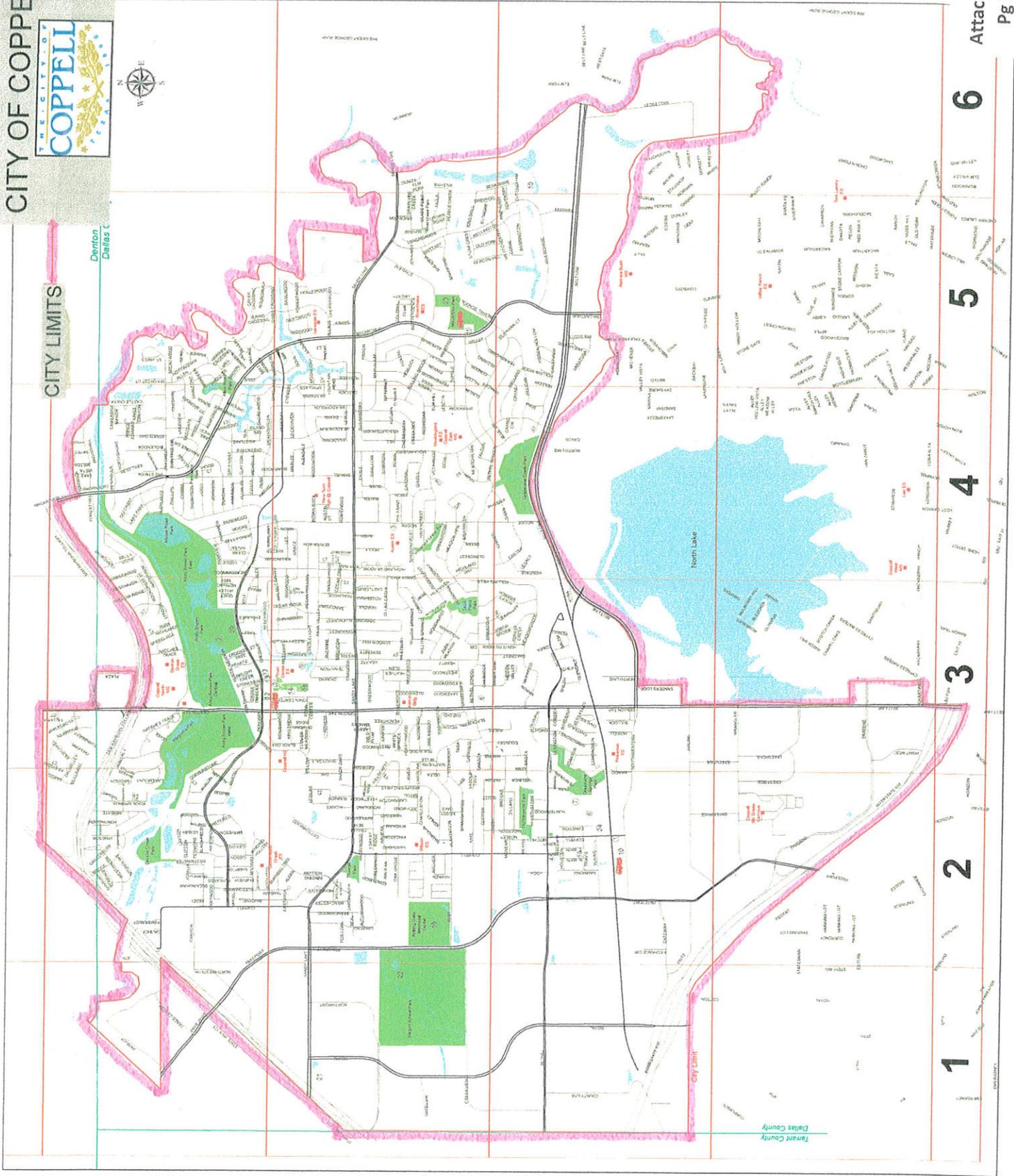
# CITY OF COPPELL



Denton  
Dallas C



CITY LIMITS



A

B

C

D

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