

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

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 Coppel, 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 E” public roadways including the segments from 400 to 429 Hidden Valley Drive, 500 to 599 Hunters Ridge Road, 100 to 198 Oakbrook Drive, 100-156 Sandy Oak Lane and 500-546 Oak Crest Lane, all located in the City (“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 maintenance, repairs, and improvements on Type “E” public roadways situated within the territorial limits and jurisdiction of the City, 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 consisting of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete repair, clearing of drainage obstructions and various other services on “Type E” public roadways spanning from 400 to 429 Hidden Valley Drive, 500 to 599 Hunters Ridge Road, 100 to 198 Oakbrook Drive, 100-156 Sandy Oak Lane and 500-546 Oak Crest Lane. These services are to be performed wholly within the territorial limits of the City, as more fully described in Attachment “A.”

**NOW THEREFORE THIS PSA** is made by and entered in 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

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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. Construction Estimate which is attached hereto and incorporated herein by reference as Attachment “A;” and
3. Map/diagram of the proposed work site/sites which is attached hereto and incorporated herein by reference as 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 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 minor transportation-related maintenance, repairs, and improvements on duly qualified “Type E” public roadways within the City. The Project shall consist of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete repair, clearing of drainage obstructions and various other services to be performed on “Type E” public roadways including segments from 400 to 429 Hidden Valley Drive, 500 to 599 Hunters Ridge Road, 100 to 198 Oakbrook Drive, 100-156 Sandy Oak Lane and 500-546 Oak Crest Lane, all within Dallas County Commissioner District 2, and 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 PSA – City of Coppell (Type “E”) (2025)

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) acquiring any right-of-way necessary to complete the Project under consideration; (b) locating all manholes, water valves, and other utilities within the Project; (c) making all utility relocations or adjustments necessary for the Project; (d) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site; and (e) provide water meter and water for all city projects; 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.
5. City will provide cut permits as required.

## II County's Responsibilities

1. County shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity (b) locating, marking, and adjusting (with City assistance) all visible manholes and water valve covers within the Project; (c) contacting Texas 811 "Call before you dig" in compliance with State Law; and (d) providing appropriate work zone traffic control, including but not limited to flagging, cones, barricades, shadow vehicles, message boards, signage, etc., to enable the Project to be completed in a timely and safe manner.
2. County shall be responsible for performing all minor transportation-related maintenance, repair, and improvement services contemplated hereunder, as more fully set out in Attachment "A" in a good and workmanlike manner.

## 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 amount set forth in this PSA and any properly executed amendment(s) and/or supplement(s) 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, Three Hundred Forty-Three Thousand, Twenty-Eight Dollars and Eight cents (\$343,028.08), 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

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

**CITY:**

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

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 remainder of this page intentionally left blank)*

*(signatures appear on the following page)*

The City of Coppell, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution \_\_\_\_\_ approved/passed on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Dallas County, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2025.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF COPPELL:**

**DALLAS COUNTY:**

\_\_\_\_\_  
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: July 8, 2025  
For: City of Coppell  
Subject: Project Specific Agreement for Type E Street

Total Cost Estimate:                      \$343,028.08

Scope of Work: City of Coppell will request Dallas County RB4 to perform the following: (1) Set up message boards, traffic control devices, storm sewer protection, place door hangers on all that will be affected and call in for Dig Test before any excavation is performed.; (2) Surface mill 2" inch deep from gutter to gutter; (3) Repair base failure with Cement Treated Rebase; (4) Remove and replace any existing curb & gutter to reestablish line & grade no cosmetic work. (5) Clean, sweep and remove vegetation; (6) Apply Emulsion and allow to cure; (7) Overlay street with 2 1/2 inches of Hot Mix Asphalt; (8) Clean, sweep and remove all traffic control devices along with message boards; (9) Crack Seal Street.

Labor Cost	Total	\$154,362.64
Equipment Cost	Total	\$54,884.49
Material Cost	Total	\$133,780.95
	Grand Total	\$343,028.08

Street Limits	From	To
400-429 Hidden Valley Dr.	Bethel School Rd	429 Hidden Valley Dr.
100-156 Sandy Oak Ln	Hidden Valley Dr.	Oakcrest Ln.
100-198 Oakbrook Dr.	Bethel School Rd	Hidden Valley Dr.
500-599 Hunters Ridge Rd.	Bethel School Rd	Meadowcreek Rd.
500-549 Oakcrest Ln	Bethel School Rd	Meadowcreek Rd.





**Street Limits:**

- 400-429 Hidden Valley Drive from E. Bethel School Road to 429 Hidden Valley Drive
- 500-599 Hunters Ridge Road from E. Bethel School Road to Meadowcreek Road
- 100-198 Oakbrook Drive from Hidden Valley Drive to E. Bethel School Road
- 100-156 Sandy Oak Lane from Hidden Valley Drive to Oakcrest Lane
- 500-546 Oak Crest Lane from E. Bethel School Road to Meadowcreek Road