

**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Improvement Program (“Master Agreement”) is made by and between the City of Coppel, Texas (“City”), and Dallas County, Texas, a political subdivision of the State of Texas (“County”), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements for the Flashing Yellow Arrow Signal Improvements Major Capital Improvement Program (“MCIP”) 20602, specifically intersections along Denton Tap Road and Sandy Lake Road (“Project”).

WHEREAS, the Project is located within the City of Coppel;

WHEREAS, the City and the County entered into a Master Agreement on July 6, 2021, by Commissioners Court Order 2021-0697, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager; and

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 with each other for the performance of governmental functions and services, as well as joint funding of road or street projects.

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

**Article I.
Project Specific Agreement**

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. 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 2021-0697 dated July 6, 2021, and additions thereto, incorporated herein by reference;
2. Project Scoping Sheets, which are attached and incorporated herein as Attachment “A;”
3. Current Cost Estimates and Funding Sources, attached and incorporated herein by reference as Attachment “B;” and

4. Project vicinity map, which is attached and incorporated herein by reference as Attachment "C."

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties for public transportation improvements within the City. This Project will increase safety along the major north-south corridor that connects State Highway 121 to Interstate 635 and the east-west corridor that connects State Highway 121 and Interstate 35. This Project involves purchasing and installing flashing yellow arrow signals for nine (9) signalized intersections. This Project focuses on preventing collisions that happen during left turns, with a specific emphasis on addressing the issue known as the "yellow trap." This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for the expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality, subject to City Council approval.

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 for 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, as 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. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement to completion of construction.
2. City and County mutually agree that the Project limits are the intersections of Denton Tap Road and Sandy Lake Road.
3. City agrees that County may include any appropriate item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated Project costs as indicated in Attachment "B."
4. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, 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 ("Records"). City contracts and agrees that all Records shall be kept and maintained for a period of time not less than four (4) years from the date of the 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.
5. The results of any County audit may be furnished to the City for comment. In the event that any County audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
6. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the Phase 5 Project Delivery System detailed in Attachment "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its

contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.

7. City shall coordinate any necessary utility adjustments for construction of the Project.
8. City will work to ensure construction is completed in a timely and effective manner.
9. City shall allow the County an opportunity to review and comment on the change orders and amendments.
10. City shall inform County of all Project activity and approvals.
11. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
12. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led Project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain the right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B:"

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be One Hundred Seventeen Thousand Nine Hundred Dollars and no cents (\$117,900.00) as shown in Attachment "B."
2. The County's total obligation to this Project is to provide funding in the amount not to exceed Fifty-Eight Thousand Nine Hundred Fifty Dollars and no cents (\$58,950.00), reduced by the County's share of in-house project delivery ("IHPD") costs, estimated to be Fifteen Thousand Dollars and no cents (\$15,000.00). County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
3. The City agrees to provide funding to this Project in the amount of at least Fifty-Eight Thousand Nine Hundred Fifty Dollars and no cents (\$58,950.00), to fully match Dallas County MCIP funding commitment.
4. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by administrative action or by resolution of the City Council.
5. If the total Project cost excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.

6. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.
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 PSA, without waiving any governmental/sovereign immunity available to the 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 the City and County that any entity other than the City or County 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 sovereign immunity of the County and the governmental immunity of the City, 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 and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or the County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: City of Coppell
Director of Public Works
255 E. Parkway Blvd.
Coppell, TX 75019

Either party shall 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. When this PSA has been duly executed and delivered by both 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. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. 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.
- XI. 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.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. 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. If any agreement terminates, then this PSA shall also terminate.

(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 _____, minutes _____ dated the ____ day of _____, 2025.

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

CITY OF COPPELL

COUNTY OF DALLAS

City Manager

By: _____
Mike Land
City Manager

Clay Lewis Jenkins
Dallas County Judge

Date: _____

Date: _____

APPROVED AS TO FORM

Robert E. Hager
City Attorney

APPROVED AS TO FORM*:

John Creuzot
District Attorney

By: _____

By: _____

Printed Name: _____

Cortney R. 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).

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

LEAD AGENCY: _____

LEAD AGENCY’S PROJECT MANAGER: _____

CONTACT INFORMATION: _____

PROJECT LIMITS: _____

PROJECT LENGTH: _____

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: _____

R.O.W. WIDTH

Existing: _____

Proposed: _____

PAVEMENT WIDTH

Existing: _____

Proposed: _____

NO. of lanes proposed: _____

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

PAVEMENT CROSSFALL:

PROPOSED: _____

MINIMUM: _____

MAXIMUM: _____

MEDIANS

MEDIAN WIDTH: _____

ANY MID BLOCK OPENINGS TO CONSIDER? YES _ NO _

ANY SIDE STREETS TOO CLOSE FOR OPENINGS? YES _ NO _

STANDARD TURN LANE WIDTH: _____

STANDARD NOSE WIDTH: _____

PARKWAY:

PROPOSED WIDTH: _____

PROPOSED SIDEWALK WIDTH: _____

PARKWAY CROSSFALL SLOPE MAXIMUM: _____

GRADE REQUIREMENTS:

Is TC 6” below adjacent ground criteria to be followed YES _ NO _

Any deep cuts, high fills? YES _ NO _

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

VERTICAL GRADE:

MINIMUM _____

MAXIMUM _____

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING R.O.W.? YES _ NO _

OFFSET FROM CENTER? YES _ NO _ If yes, what distance? _____

ON BRAND NEW ALIGNMENT? YES _ NO _

LEFT TURN LANES? YES _ NO _

If yes, are turn lanes designated or continuous? DESIGNATED _ CONTINUOUS _

MINIMUM LENGTH _____

MINIMUM STORAGE _____

WIDTH _____

ANY DUAL LEFT LANES? YES _ NO _

ANY FREE RIGHT TURN LANES? YES _ NO _

CRASH CUSHIONS/ ATTENUATORS INVOLVED? YES _ NO _

RAILROAD CROSSINGS INVOLVED? YES _ NO _

NOTE: IF CURRENT CROSSINGS IS NOT USED, IS ABANDONMENT AN OPTION?

YES _ NO _ N/A _

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD _____

BUS AND HEAVY TRUCK TRAFFIC? YES _ NO _

ROADWAY CLASSIFICATION _____

MINIMUM PAVEMENT STRUCTURE THICKNESS _____

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS _____

DESIGN SPEED _____

POSTED SPEED _____

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) _____

MAXIMUM COMMERCIAL GRADE (%) _____

MINIMUM COMMERCIAL DRIVEWAY WIDTH _____

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM _____

PAVEMENT THICKNESS _____

COMMERCIAL DRIVEWAY THICKNESS _____

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

_ TXDOT _ CITY _ HYDRO-35 _ TP-40

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

UTILITIES

LIST OF ALL KNOWN UTILITIES:

--

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

--

ARE UTILITIES ON EXISTING STREET R.O.W.? YES _ NO _

DOES UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES _ NO _ If yes, please describe below

--

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES _ NO _

ANY UNUSUAL CONSIDERATIONS? YES _ NO _ If yes, please document below

--

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES _ NO _

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES _ NO _

If yes, please define below

ANY NON-CONFORMING ISSUES? YES _ NO _

R.O.W. MAP NEEDED? YES _ NO _

FIELD NOTES NEEDED? YES _ NO _

R.O.W. PLATS NEEDED? YES _ NO _

RELOCATION ASSISTANCE INVOLVED? YES _ NO _

PARKING/LOSS OF PARKING CONSIDERATIONS? YES _ NO _

HISTORICAL SITE CONSIDERATONS? YES _ NO _

ATTACHMENT “A”

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? _____

ORDER OF PRECEDENCE _____

AUXILIARY LANES? YES _ NO _

PROVISIONS FOR FUTURE WIDENING? YES _ NO _

LANDSCAPING? YES _ NO _

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES _ NO _

STAMPED/COLORED CONCRETE? YES _ NO _

IRRIGATION? YES _ NO _

BRICK PAVERS? YES _ NO _

If yes, please define location(s):

--

STREET LIGHTING? YES _ NO _

TRAFFIC SIGNALS? YES _ NO _

PAVEMENT MARKINGS? YES _ NO _

BIKE LANES (EXTRA WIDTH)? YES _ NO _ If yes, specify width: _____

NEW SIDEWALKS? YES _ NO _

BUS TURNOUTS? YES _ NO _

ATTACHMENT “A”

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

BUS STOPS OR BUS SHELTERS? YES _ NO _

WATER UTILITY BETTERMENTS? YES _ NO _

WATER UTILITY RELOC.? YES _ NO _

SAN. SEWER BETTERMENTS? YES _ NO _

SAN. SEWER RELOC.? YES _ NO _

RETAINING WALLS? YES _ NO _

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

SOD, SEEDING, TOPSOIL?

_ SOD _ SEEDING _ TOPSOIL _ OTHER: _____

DRAINAGE IMPROVEMENTS? YES _ NO _

RR CROSSING IMPROVEMENTS? YES _ NO _ N/A _

GRADE SEPARATIONS? YES _ NO _

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES _ NO _

If yes, please specify facility(ies) below

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? YES _ NO _

If yes, please list the special consideration(s) below

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES _ NO _

PUBLIC MEETING REQUIRED? YES _ NO _

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?
YES _ NO _ N/A _

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?
CITY _ COUNTY _ N/A _

DOCUMENT POTENTIAL SITES FOR PUBLIC MEETINGS OR WHERE THE MEETINGS
WERE HELD:

ATTACHMENT “A”

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PROJECT SCOPING SHEETS

Project Name: _____

MCIP Project No: _____

CONSTRUCTABILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTABILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

ADDITIONAL REMARKS

ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Flashing Yellow Arrow Signal Improvements MCIP 20602

Agency \ Task	Dallas County	City of Coppel	Task Total
1. Miscellaneous			
1.1 Contingencies			
1.2 IHPD	\$15,000.00		\$15,000.00
2. Design			
3. ROW			
4. Professional Services			
4.1 Utilities			
4.2 Lab			
4.3 Survey			
5. Construction	\$43,950.00	\$58,950.00	\$102,900.00
Funding Split Totals	\$58,950.00	\$58,950.00	\$117,900.00
Total Project Cost			\$117,900.00

ATTACHMENT “C”

