

PROJECT SPECIFIC AGREEMENT
Re: ROYAL LN AND BELTLINE RD.
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 undertaken 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” 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

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of asphalt overlays located at 100-1000 Royal Ln from 635 to Sandy Lake Rd. and at 900-2300 S. Beltline Rd from Southwestern Blvd. to Hackberry Rd., in 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 Construction Estimate (Attachment “A”), and
 3. Map/Diagram 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 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 repair, maintenance and improvements conducted on “Type B” public roadway within the City Coppell, Texas. The Project shall consist of an asphalt overlay located on 100-1000 Royal Ln from 635 to Sandy Lake Rd. and on 900-2300 S. Beltline Rd from Southwestern Blvd. to Hackberry Rd., within the City of Coppell, Texas, 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 County. The City has and hereby gives its approval for expenditure of County 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

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 or as requested by County, 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 performing all maintenance responsibilities and services contemplated hereunder, as more fully set forth in Attachment "A", in a good and workmanlike manner.

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 in the amount of One-Million, Two Hundred and Nine-Thousand, Five-Hundred Eighty -Two dollars and Seventy-Eight cents (\$1,209,582.78) as 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 for the amount of One-Million, Two Hundred and Nine-Thousand, Five-Hundred Eighty -Two dollars and Seventy-Eight cents (\$1,209,582.78), 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:

CHRISTEL PETTINOS

CITY SECRETARY

APPROVED AS TO FORM:

FAITH JOHNSON
DISTRICT ATTORNEY



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: January 18, 2018

For: City of Coppel

Subject: 100-1000 Royal Lane from Hwy 635 to Sandy Lake Road

Total Cost Estimate: **\$641,936.66**

Cost/Sq.Yd: **\$9.43**

Scope of Work: (1) Set up signs and traffic devices; (2) Clean and sweep; (3) Apply emulsion; (4) Asphalt Level-up of concrete base failures prior to asphalt overlay; (5) Place 2" inch Type D asphalt overlay and compact; (6) Clean, sweep and remove traffic devices.

<u>Labor Cost</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Haul Asphalt	7,486	Tons	\$2.10	\$15,720.60
Asphalt in Place	68,056	Sq. Yds.	\$2.10	\$142,917.60
				\$158,638.20

<u>Equipment Cost</u>	<u>Hours</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
	1,519	Hours	\$35.34	\$53,681.46
				\$53,681.46

<u>Material Cost</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Emulsion	6,805	Gal	\$3.00	\$20,415.00
2 Inch Type D Asphalt Hauled	2,500	Tons	\$50.00	\$125,000.00
2 Inch Type D Asphalt Delivered	4,986	Tons	\$57.00	\$284,202.00
				\$429,617.00

Grand Total \$641,936.66

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

Date: January 18, 2018

For: City of Coppell

Subject: 2300 to 900 S. Beltline Road from Southwestern Blvd to Hackberry Road

Total Cost Estimate: **\$567,646.12**

Cost/Sq.Yd: **\$9.50**

Scope of Work: (1) Set up signs and traffic devices; (2) Clean and sweep; (3) Apply emulsion; (4) Place 2" inch Type D asphalt overlay and compact; (6) Clean, sweep and remove traffic devices.

<u>Labor Cost</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Haul Asphalt	6,571	Tons	\$2.10	\$13,799.10
Asphalt in Place	59,736	Sq. Yds.	\$2.10	\$125,445.60
				\$139,244.70

<u>Equipment Cost</u>	<u>Hours</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
	1,413	Hours	\$35.34	\$49,935.42
				\$49,935.42

<u>Material Cost</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Emulsion	5,973	Gal	\$3.00	\$17,919.00
2 Inch Type D Asphalt Hauled	2,000	Tons	\$50.00	\$100,000.00
2 Inch Type D Asphalt Delivered	4,571	Tons	\$57.00	\$260,547.00
				\$378,466.00

Grand Total \$567,646.12

