Road & Bridge Project Specific Agreement  
[Road & Bridge District #2]  
Re: Repair, Maintenance, and Improvements of Designated Blocks of Various Streets, Type “E” Public Roadway Listed in Attachment A - Made Pursuant to Dallas County’s Master Road & Bridge Interlocal Agreement with the City of Wylie, Texas

Briefing Date: Jun 2 2020  
Funding Source: N/A  
Originating Department: Public Works  
Prepared by: Jurmerline Randle, Foreclosed Property Specialist  
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:  
This Project Specific Agreement (PSA) is supplemental to the Master Interlocal Agreement between County of Dallas, Texas, (County) and the City of Wylie, Texas (City), for the purpose of County and City collaboration on a duly qualified transportation-related maintenance, repair and improvement project on Type “E” roadways situated within the territorial limits and jurisdiction of City.

City now desires County to perform such maintenance and repairs, consisting of striping of various streets listed on Attachment A, all public roadways situated in the City of Wylie, Texas, and as more fully described on Attachment A.

OPERATIONAL IMPACT:  
N/A

FINANCIAL IMPACT:  
County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses to carry out and to perform the Project estimated to be $4,673.00. County shall be responsible for performing all maintenance responsibilities and services contemplated hereunder, in a good and workmanlike manner.

LEGAL IMPACT:  
The District Attorney’s office has reviewed the contents and the PSA has been approved as to form.

PROJECT SCHEDULE:  
N/A

SBE PARTICIPATION:  
N/A
ADMINISTRATIVE PLAN COMPLIANCE:
This collaboration between Dallas County and the City of Wylie complies with the Dallas County Administrative Plan in that Dallas County is operationally a model governmental entity, and fosters partnerships between County and local cities therein on local transportation projects.

RECOMMENDATION:
Authorize the County Judge to execute the attached Project Specific Agreement between Dallas County and the City of Wylie, Texas, Road & Bridge District #2 pertaining to the aforementioned Type “E” roadway improvements, all public roadways situated within the territorial limits of the City of Wylie, Texas. County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses to carry out and to perform the Project estimated to be $4,673.00. County shall be responsible for performing all maintenance responsibilities and services contemplated hereunder, in a good and workmanlike manner.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the attached Project Specific Agreement between Dallas County and the City of Wylie, Texas, Road & Bridge District #2 pertaining to the aforementioned Type “E” roadway improvements, all public roadways situated within the territorial limits of the City of Wylie, Texas. County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses to carry out and to perform the Project estimated to be $4,673.00. County shall be responsible for performing all maintenance responsibilities and services contemplated hereunder, in a good and workmanlike manner.

CONTRACT DETAILS:

Contract Title: 
Description: 
Transaction Type: 
Contract Number: 
Total Cost: 
Start Date: 
Expiration Date: 
Vendor: 

ATTACHMENTS:
Contract-Wylie R&B PSA 2020
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 Wylie, 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 enumerated public roadway within the territorial limits and jurisdiction of the City of Wylie, Texas, as more fully set forth and described in Attachments “A” and “B,” which are attached hereto and incorporated herein by reference (“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 December 19, 2017, County and City entered into a Master Interlocal Agreement (hereinafter “Master Agreement”), whereby County agreed to provide road and bridge maintenance and repair on Type “E” roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City’s cost and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of striping public roadway situated in the City of Wylie, 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, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement, and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully 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:

2. The Construction Estimate (Attachment “A”), which is attached hereto and incorporated herein by reference.
3. Wylie’s Road List of Type “E” Roadways (Attachment “B”), which is attached hereto 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 repair, maintenance, and improvements conducted Type “E” public roadway within the City of Wylie, Texas. The Project shall consist of striping on various streets in the City of Wylie, Texas, (hereinafter “Project”), 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 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. 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, or causing to be made, all utility relocations or adjustments necessary for the Project; (e) remediating 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 agrees to accomplish these functions in a timely and efficient manner to ensure that such activities will not delay the County’s timely performance of its activities.
   3. City shall be responsible for maintaining the Project site once the project is completed.
   4. City shall be in compliance with the Manual on Uniform Traffic Control Devices (“MUTCD”) standards in ensuring safety during re-striping operations as outlined in the scope of work.

II. **County Responsibilities:**
   1. County shall be responsible for performing all transportation-related maintenance and repair services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments “A” and “B” 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 Type “E” roadwork in the amount of $4,673.00. 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

1. 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.

2. Once approved by the 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, $4,673.00, 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 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  
411 Elm Street, Suite 400  
Dallas, Texas 75202  

**CITY:**

Tim Porter, PE, CFM  
Public Works Director  
City of Wylie  
949 Hensley Lane #300  

and  
Commissioner J.J. Koch  
Road & Bridge District #2  
411 Elm Street, Second Floor  
Dallas, Texas 75202
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 Wylie.

XII. Effective Date. The 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 City of Wylie, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution 2020-24, Minutes __________, dated the 28 day of April __________, 2020.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number __________ and passed on the __ day of __________, 2020.
Executed this the 28th day of April, 2020.

CITY OF WYLIE:

ERIC HOGUE, MAYOR

COUNTY OF DALLAS:

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

STEPHANIE STORM, CITY SECRETARY

APPROVED AS TO FORM:

DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY

Jana Prigmore Ferguson
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).
2020 TYPE E PAVEMENT MARKING ESTIMATE

Date: February 4, 2020
Requested By: Tim Porter
City: Wylie
City Share: 100%
City: Wylie
Type: E
Roadway: Requested By:
Road No.: Tim Porter
Type: E
Lanes: 2
Begin: Varies
End: Varies

Roadway Length:
Pre-Marking Length: Mile
One-way travel time to Project: Hours

MARKING LENGTH (Miles)

<table>
<thead>
<tr>
<th>MATERIALS:</th>
<th>ESTIMATE</th>
<th>Actual</th>
<th>UNIT</th>
<th>PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broken Yellow</td>
<td>0.0</td>
<td>1.9</td>
<td>WHITE</td>
<td>12.80</td>
<td>410.00</td>
</tr>
<tr>
<td>Solid Yellow</td>
<td>1.9</td>
<td>0.0</td>
<td>WHITE</td>
<td>11.48</td>
<td>367.00</td>
</tr>
<tr>
<td>Broken White</td>
<td>0.0</td>
<td>1.9</td>
<td>WHITE</td>
<td>0.66</td>
<td>338.00</td>
</tr>
</tbody>
</table>

TOTAL MATERIALS: $1,115.00

LABOR

Direct Labor:

<table>
<thead>
<tr>
<th>Hour</th>
<th>Estimate Hours</th>
<th>Actual Hours</th>
<th>Hourly Rate (FR)</th>
<th>Estimate Cost</th>
<th>ACTUAL Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Marking</td>
<td>5.00</td>
<td>0.00</td>
<td>$121.17</td>
<td>$606.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Crew persons</td>
<td>10.00</td>
<td>0.00</td>
<td>$121.17</td>
<td>$1,212.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>2.00</td>
<td>0.00</td>
<td>$139.78</td>
<td>$280.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal Direct Labor: $2,098.00

Indirect Labor:

| % of Actual Salaries: | 14.96 |

Indirect Costs: $314.00

TOTAL LABOR: $2,412.00

EQUIPMENT:

<table>
<thead>
<tr>
<th>HRS</th>
<th>Estimate Hours</th>
<th>Actual Hours</th>
<th>Hourly Rate</th>
<th>Estimate Cost</th>
<th>ACTUAL Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey Truck</td>
<td>5.00</td>
<td>0.00</td>
<td>$19.00</td>
<td>$95.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Striper</td>
<td>10.00</td>
<td>0.00</td>
<td>$81.70</td>
<td>$817.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pickup</td>
<td>10.00</td>
<td>0.00</td>
<td>$23.40</td>
<td>$234.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TOTAL EQUIPMENT: $1,146.00

TOTAL COST: $4,673.00

I hereby certify that all Work depicted herein is complete effective the date stated above.

Stanley Brewer
TRANSP FIELD SUPERVISOR
## Road List

### ATTACHMENT B

**City/Town:** Wylie 12-27-2019

<table>
<thead>
<tr>
<th>Type E (City pays 100%)</th>
<th>Dallas County Line</th>
<th>Elm Grove Rd/Muddy Creek Bridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Pleasant Valley Rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2  Vinson Rd</td>
<td>County Line Rd</td>
<td>Cottonwood Creek</td>
</tr>
<tr>
<td>3  County Line Rd</td>
<td>Vinson Rd</td>
<td>Dallas County Line</td>
</tr>
<tr>
<td>4  0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5  0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6  0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7  0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8  0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9  0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>13 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>16 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>18 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>19 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>20 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>21 0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>