

**PROJECT SPECIFIC AGREEMENT
RE: STRIPING TYPE “B” AND “E” ROADWAYS
MADE PURSUANT TO ROAD & BRIDGE MASTER INTERLOCAL
AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF
WYLIE, TEXAS**

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 Wylie, Texas, (“City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance and repairs, to be undertaken on enumerated public roadways within the territorial limits and jurisdiction of the City of Wylie, Texas, as more fully set forth and described in Attachments A, B, and C, 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 20, 2022, County and City entered into a Master Interlocal Agreement, whereby County agreed to provide road and bridge maintenance and repair on certain duly qualified Type “B” and Type “E” roadways situated within the territorial limits and jurisdiction of the City; and

WHEREAS, City now desires County to perform such maintenance and repairs on Type “B” and Type “E” public roadways, consisting of striping enumerated roadways situated in the City of Wylie, Texas, as more fully described in Attachments A, B, and C.

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 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 are incorporated herein by reference. This PSA will be in 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:

1. Master Agreement authorized by County Commissioners Court Order 2022-1403, dated December 22, 2022, and additions thereto as incorporated herein by reference;
2. Wylie road list of Type “B” and Type “E” roadways, which is attached hereto as Attachment A, and incorporated herein by reference; and
3. Construction Estimates which are attached hereto as Attachments B and C, 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 maintenance and repairs conducted on Type “B” and Type “E” public roadways within the City of Wylie, Texas. The Project shall consist of striping on various streets, in the City of Wylie, Texas, and as more fully described in Attachments A, B, and C. 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 does give its approval for expenditure of County funds for the maintenance and repair of Type “B” and Type “E” streets 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) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site; and (c) 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/sites once the Project is completed.
4. City shall be in compliance with the Manual on Uniform Traffic Control Devices standards in ensuring safety during re-striping operations as outlined in the scope of work in Attachments A, B, and C.

II. County's Responsibilities

1. County shall be responsible for performing all transportation-related maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments A, B, and C, in a good and workmanlike manner.
2. County shall be responsible for setting up a pre-project meeting.

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 \$1,660.00 and a total of \$3,712.00 for its portion of "Type "B" roadwork, for a total of \$5,372.00 for City share. County shall contribute the remaining amount of the Type "B" costs, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the actual Project costs for Type "B" roadwork. City shall only be liable and responsible for the amount set forth in this PSA, and any properly executed amendments and/or supplements hereto.

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those herein.

2. Once approved by the County and before commencement of the Project by County, City shall set aside and place into an escrow account with the Dallas County Treasurer, the full dollar amount of City's share, \$5,372.00, 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 PSA, 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 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

and

Commissioner John Wiley Price
Road & Bridge District #3
500 Elm Street, Suite 7300
Dallas, Texas 75202

CITY:

Tommy Weir
Public Works Director
949 Hensley Lane, Bldg. 300
Wylie, Texas 75098

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 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.

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(signatures appear on the following page)

The City of Wylie, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____ approved/passed on the _____ day of _____, 2024

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2024

Executed this the _____ day of _____, 2024

Executed this the _____ day of _____, 2024.

CITY OF WYLIE:

COUNTY OF DALLAS:

BRENT PARKER
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).

Road List

Attachment (A)

	City/Town:	Date	Contact Person
	Wylie	1/23/2024	Tommy Weir
	Street	From	To
Type B 50/50 (City and County Shares Cost)			
1	Pleasant Valley Rd	6054 Pleasant Valley Rd	Elm Grove Rd
2	Vinson Rd	County Line Rd	Twin Creek Dr
3	County Line Rd	Vinson Rd	Troy Rd
Type E (City pays 100%)			
1	Troy Rd	County Line Rd	Bridge

TYPE B PAVEMENT MARKING ESTIMATE

Attachment (B)

Date:	January 23, 2024	Roadway:	Attached
Requested By:	Tommy Weir	Type:	B
City:	Wylie	Lanes:	2
City Share:	50%	Begin:	Varies
Court Order / IJ:		End:	Varies
MAPSCO:	Varies		
		Roadway Length:	
		Pre-Marking Length:	Mile
		One-way travel time to Project:	Hours

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:	0.3	2.2	0.0	5.0
Actual:				
MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST
Yellow Paint Gal	39.57	0.00	\$15.67	\$620.00
White Paint Gal	84.76	0.00	\$14.80	\$1,254.00
Beads LBS	995.00	0.00	\$0.66	\$657.00
Other Cans	0.00	0.00	0.00	\$0.00
TOTAL MATERIALS:				\$2,531.00
LABOR				
Direct Labor:				
Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost
Pre-Marking	0.00	0.00	\$121.17	\$0.00
Crew persons (3)	18.00	0.00	\$121.17	\$2,181.00
Administrative	3.00	0.00	\$115.82	\$347.00
			<i>Note: (FR) - with Fringes</i>	
Subtotal Direct Labor				\$2,528.00
Indirect Labor:		% of Actual Salaries:		
Indirect Costs		14.96		\$378.00
		<i>Value calculated by Office of Budget and Evaluation</i>		
TOTAL LABOR:				\$2,906.00
EQUIPMENT:				
HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate
Survey Truck	5.00	0.00	\$19.00	\$95.00
Striper	18.00	0.00	\$81.70	\$1,471.00
Pickup	18.00	0.00	\$23.40	\$421.00
TOTAL EQUIPMENT:				\$1,987.00
TOTAL COST:				\$7,424.00
			% of Cost	
COST TO CITY			50%	\$3,712.00
COUNTY COST (In-kind)			50%	\$3,712.00

***NOTE:**

The extended dollar amounts are rounded to the nearest dollar.

TYPE E PAVEMENT MARKING ESTIMATE

Attachment (C)

Date:	January 23, 2024	Roadway:	Attached
Requested By:	Tommy Weir		
City:	Wylie	Type:	E
City Share:	100%	Lanes:	2
Court Order / IJ:		Begin:	Varies
MAPSCO:	Varies	End:	Varies
		Roadway Length:	
		Pre-Marking Length:	Mile
		One-way travel time to Project:	Hours

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:	0.0	0.8	0.0	1.6
Actual:				
	EST.	Actual	UNIT	EST.
MATERIALS:	QUANT.	QUANT.	PRICE	COST
Yellow Paint Gal	13.76	0.00	\$15.67	\$216.00
White Paint Gal	27.52	0.00	\$14.80	\$407.00
Beads LBS	330.00	0.00	\$0.66	\$218.00
Other Cans	0.00	0.00	0.00	\$0.00
TOTAL MATERIALS:				\$841.00
LABOR				
Direct Labor:				
Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost
Pre-Marking	0.00	0.00	\$121.17	\$0.00
Crew persons (3)	3.00	0.00	\$121.17	\$364.00
Administrative	0.50	0.00	\$115.82	\$58.00
Subtotal Direct Labor				\$422.00
Indirect Labor:		% of Actual Salaries:		
Indirect Costs		14.96		\$63.00
		<i>Value calculated by Office of Budget and Evaluation</i>		
TOTAL LABOR:				\$485.00
EQUIPMENT:				
HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate
Survey Truck	1.00	0.00	\$19.00	\$19.00
Striper	3.00	0.00	\$81.70	\$245.00
Pickup	3.00	0.00	\$23.40	\$70.00
TOTAL EQUIPMENT:				\$334.00
TOTAL COST:				\$1,660.00
		% of Cost		
COST TO CITY		100%		\$1,660.00
COUNTY COST		0%		\$0.00

***NOTE:**

The extended dollar amounts are rounded to the nearest dollar.