

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN
CONCERNING THE ENGINEERING AND CONSTRUCTION OF ALMA DRIVE
WIDENING FROM HEDGCOXE ROAD TO SAM RAYBURN TOLLWAY
COLLIN COUNTY 2007 DISCRETIONARY BOND PROJECT # 07-00-35**

WHEREAS, the County of Collin, Texas (“County”) and the City of Allen, Texas (“City”), desire to enter into an agreement concerning the design and construction of **Alma Drive Widening**, in Collin County, Texas (location map attached – see Exhibit A); and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and the County have determined that the improvements may be constructed most economically by implementing this agreement; and

WHEREAS, the Collin County Commissioners Court approved the 2007 Discretionary prioritization list to include this project on October 20, 2014, Court Order #2014-810-10-20; and

NOW, THEREFORE, this agreement is made and entered into by the County and City upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The City shall arrange to design and construct additional concrete paved lanes within the existing median of Alma Drive, hereinafter called the “Project.” The Project shall consist of design and construction of one (1) or two (2) interior lanes of the 6-lane divided roadway, including pavement markings, street lights, traffic signal adjustments and grass restoration within the project limits, from Hedgecoxe Road

to Sam Rayburn Tollway (SH 121). All improvements shall meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City and the County.

ARTICLE II.

The scope of the Project is as indicated below:

Phase I: Engineering

The City shall prepare engineering design plans and specifications, surveying, geotechnical investigation, and coordination with affected utility companies for the Project improvements. The City shall administer the engineering services agreement as set forth in Article IV below.

Phase II: Construction

The City shall advertise for and accept bids for the construction of the Project, award a contract to construct the improvements, and administer the construction contract and perform inspection services.

ARTICLE III.

The City estimates the total actual cost of the Project (“Project Costs”), including design, construction, testing and administration/inspection to be approximately \$5,500,000; however, the total amount of the funds to be remitted by the County shall not exceed 50% of actual project costs not to exceed \$2,750,000 (2007 Discretionary Bond Funds). The County agrees to pay the City the sum of \$250,000 upon deliverance of design engineering Notice to Proceed and the remaining balance (50% of Project costs up to \$2,500,000) upon the deliverance of the construction Notice to Proceed. The City agrees to solely fund project costs in excess of \$5,500,000. At the completion of Phase I and Phase II of the Project, the City shall provide to the County a final accounting of expenditures for the Project, in a form reasonably satisfactory to the County, which demonstrates that County participation in Project costs has not exceeded 50% of the actual final Project Costs.

ARTICLE IV.

Phase I - The City shall select a properly licensed engineering firm and execute an engineering services agreement. The City will provide administration of the engineering services agreement and all necessary review of the plans and specifications associated with this Project. The City will provide the County with copies of the plans and specifications at 60% and 100% plan completion. The City will conduct a meeting with all affected utility companies and coordinate relocation efforts.

Phase II - The City shall publicly bid the Project, through City of Allen procurement policy, consistent with statutory requirements.

ARTICLE V.

If the total Project cost of this phase exceeds \$5,500,000, the City shall pay the excess costs. The County’s participation in the Project shall not exceed \$2,750,000.

ARTICLE VI.

Allen and the County agree that the parties paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VII.

Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement. This agreement and the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this agreement.

ARTICLE VIII.

Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in the state courts of competent jurisdiction of Collin County, Texas.

ARTICLE IX.

Severability. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE X.

Entire Agreement. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by all parties. This agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

ARTICLE XI.

Successors and Assigns. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XII.

Immunity. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIII.

Term. This agreement shall be effective upon execution by all parties and shall continue for a period of one year and thereafter automatically renew on an annual basis until final acceptance of the Project.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: *Keith Self*
Keith Self
County Judge

Date: 6/2/15
Executed on this 2nd day of June, 2015,
by the County of Collin, pursuant to
Commissioners' Court Order No. 2015-287-0001

ATTEST:

By: *Shelley B. George*
Shelley B. George
City Secretary
Date: 4-29-15

CITY OF ALLEN, TEXAS

By: *Peter H. Vargas*
Peter H. Vargas
City Manager
Date: 04.29.15

Executed on behalf of the City of Allen
pursuant to the City Council Resolution
No. 3298-4-15 (P)

APPROVED AS TO FORM:

By: *Peter G. Smith*
Peter G. Smith
City Attorney
Date: 4-28-15

EXHIBIT A

LOCATION MAP
Alma Drive Widening
(SH 121 to Hedgcoxe Road)



APPROX. PROJECT LOCATION