

THE STATE OF TEXAS   §   AVENUE H EAST INTERLOCAL AGREEMENT  
                                  §   BETWEEN ARLINGTON AND GRAND PRAIRIE  
COUNTY OF TARRANT §   (SH 360 TO GREAT SOUTHWEST PARKWAY)

THIS INTERLOCAL AGREEMENT is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation (hereinafter referred to as “ARLINGTON”); and the **CITY OF GRAND PRAIRIE, TEXAS**, a municipal corporation (hereinafter referred to as “GRAND PRAIRIE”);

Both ARLINGTON and GRAND PRAIRIE execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended, and in accordance with Chapter 273 of the Texas Local Government Code, as amended.

**WHEREAS**, the parties to this Interlocal Agreement, hereinafter referred to as “AGREEMENT”, wish to cooperate in the construction of ARLINGTON’s Avenue H Street Rebuild Project between State Highway 360 and Great Southwest Parkway and paving improvements at the intersection of Great Southwest Parkway and Avenue H East; and

**WHEREAS**, the parties, in paying for the performance of governmental functions or in performing such governmental functions shall make payments therefore only from current revenues, legally available to such parties; and

**WHEREAS**, the governing bodies of each party find that the Avenue H Street Rebuild Project is a benefit to the public and that each party has the legal authority to build or maintain or to provide such service, and the construction and improvement thereof is in the common interest of both parties hereto; and that the covenants and promises constitutes adequate consideration to each party; NOW THEREFORE,

In consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

**I.**  
**DEFINITIONS**

The following terms shall have the following meanings when used in this Contract:

- A. “Avenue H Street Rebuild Project” means: that portion of Avenue H East between State Highway 360 and Great Southwest Parkway and paving improvements at the intersection of Great Southwest Parkway and Avenue H East as defined on the attached **Exhibit “A”**.
- B. “CITIES” or “PARTIES” means ARLINGTON and GRAND PRAIRIE.
- C. “Project Costs” include design of all improvements, right-of-way acquisition, utility relocation, grading, water, sewer and storm drain improvements, street and sidewalk

construction, pavement markings, signs and permitting fees, and all other costs incident thereto.

## **II.**

### **PURPOSE**

The purpose of this AGREEMENT is to provide for all functions and services required for the planning, design, right-of-way acquisition, construction, and maintenance of the Avenue H Street Rebuild Project between State Highway 360 and Great Southwest Parkway and the paving improvements at the intersection of Great Southwest Parkway and Avenue H East.

## **III.**

### **TERMS, RIGHTS, OBJECTIVES AND DUTIES**

### **OF THE PARTIES**

The following shall apply to the CITIES in the performance of this AGREEMENT.

- A. This Contract shall commence on the date first written above and terminate upon final acceptance of the Avenue H Street Rebuild Project by ARLINGTON. Final acceptance is when the two year maintenance bond expires.
- B. ARLINGTON will assume all costs associated with preparation of construction plans and specifications for the proposed road improvements.
- C. Upon determination of the right-of-way, easements or other property interests required for the project, ARLINGTON will obtain the necessary property interests, including without limitation, right-of-way or easements by dedication, by purchase or by condemnation, if determined by ARLINGTON to be necessary. GRAND PRAIRIE agrees and acknowledges that in authorizing and executing this agreement, GRAND PRAIRIE grants to ARLINGTON the authority necessary to condemn or otherwise acquire property required for the project within GRAND PRAIRIE.
- D. ARLINGTON will assume all costs associated with preparation of easement documents and easement acquisition for the proposed improvements.
- E. ARLINGTON will be responsible for administering the relocation of utility lines within each city, including necessary design and construction to accommodate the project immediately following completion of right-of-way acquisition. Each City will also take any necessary action(s) to provide for all franchised utility companies to relocate facilities within their city in accordance with existing franchise agreements. If applicable, all costs attributable to relocation shall be deemed Project Costs, as that term is defined herein. This agreement will not alter any previous agreements for operation and/or maintenance of ARLINGTON water and sewer lines.
- F. ARLINGTON will be responsible for the replacement of any current pavement markings and signage within the project.

- G. ARLINGTON will be responsible for the bidding and construction of the project.
- H. Except as otherwise specified in this AGREEMENT, ARLINGTON shall be responsible for all project costs, as herein defined.
- I. The project plans will be prepared to include improvements necessary to construct the portions of roadway included in the project in accordance with prevailing engineering standards, together with the transition of all improvements to existing streets, driveways and drainage structures. GRAND PRAIRIE concurs to the building of the improvements by the standards required of ARLINGTON by its ordinances and regulations.
- J. GRAND PRAIRIE agrees that ARLINGTON shall have the authority to provide inspection for the construction of the project. GRAND PRAIRIE further agrees that any contact with the contractor will be directed through ARLINGTON.
- K. Once the roadway is completed and the two-year maintenance bond expires, ARLINGTON will be responsible to maintain the street on Avenue H S East between State Highway 360 and Great Southwest Parkway (City limits line), GRAND PRAIRIE will be responsible to maintain the pavement improvements on the intersection of Great Southwest Parkway and Avenue H East (Grand Prairie City limits).

#### **IV. DEFAULT**

If at any time during the term of this contract, either party shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide the services in an efficient, timely and careful manner and in strict accordance with provisions of this contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then the other party shall have the right, if the defaulting party shall not cure any such default after thirty (30) days written notice thereof, to terminate this contract and pursue any and all remedies available under the law. Any such act by the other party shall not be deemed a waiver of any other right or remedy of the other party.

#### **V. NO VERBAL AGREEMENT**

This Contract contains all the terms, commitments and covenants of the CITIES pursuant to this Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

#### **VI. AGREEMENT INTERPRETATION AND VENUE**

The CITIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Tarrant County, Texas.

**VII.**  
**CAPTION**

The captions to the various clauses of this AGREEMENT are for informational purposes only and in no way alter the substance of the terms and conditions of this AGREEMENT.

**VIII.**  
**IMMUNITY**

**It is expressly understood and agreed that, in the execution of this AGREEMENT, no PARTY waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.**

**IX.**  
**SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

At the conclusion of each fiscal year the contract will automatically renew for a period of one (1) year unless either party terminates the contract by giving thirty (30) days written notice to the other party or when ARLINGTON accepts the project after the two-year maintenance bond.

EXECUTED in multiple original counterparts to be effective on the date above first written.

**CITY OF GRAND PRAIRIE, TEXAS**

By: \_\_\_\_\_  
Ron Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Cathy DiMaggio, City Secretary

APPROVED AS TO FORM:  
Megan Mahan, City Attorney

By: \_\_\_\_\_

**CITY OF ARLINGTON, TEXAS**

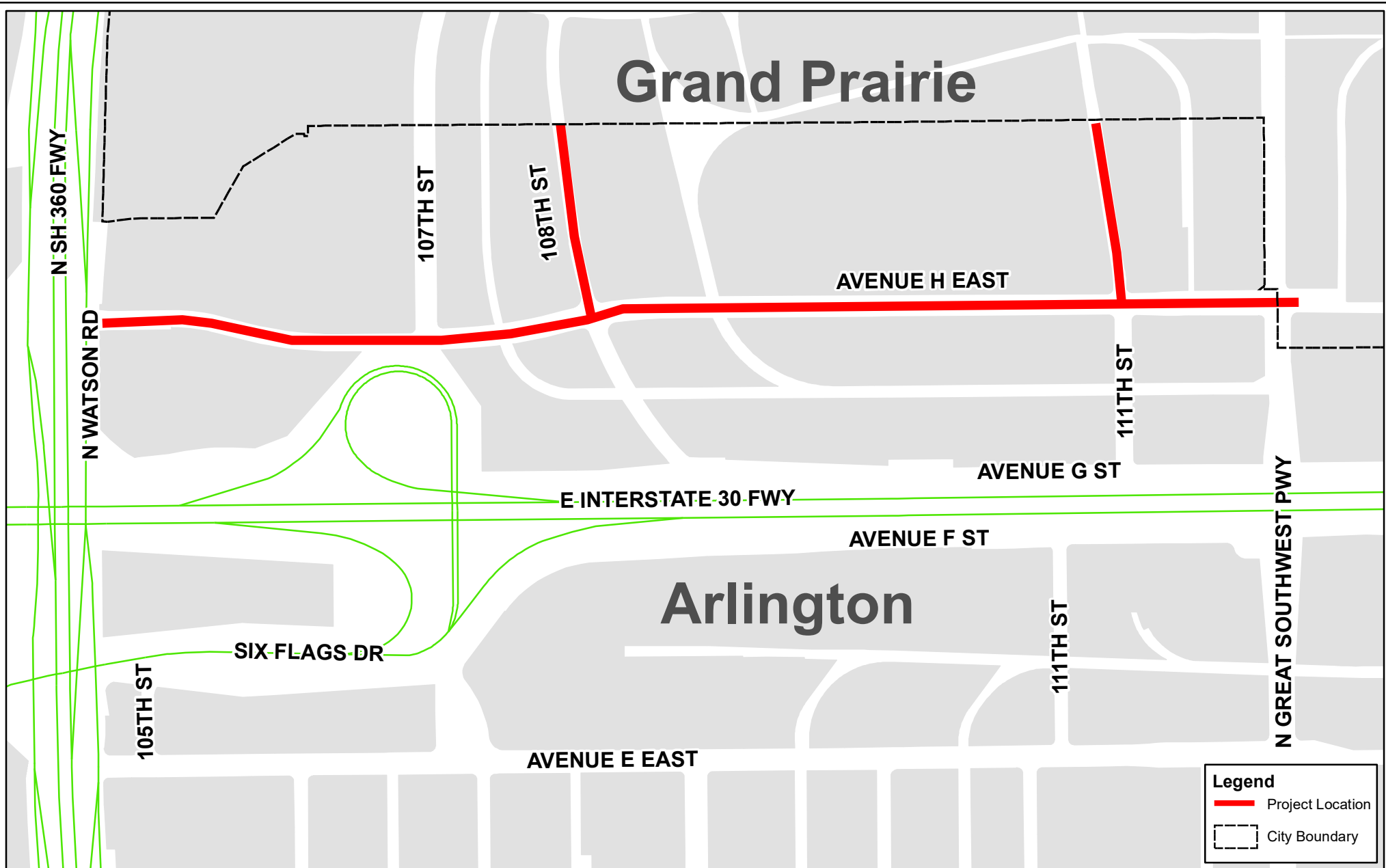
By: \_\_\_\_\_  
Trey Yelverton, City Manager

ATTEST:

\_\_\_\_\_  
Alex Busken, City Secretary

APPROVED AS TO FORM:  
Teris Solis, City Attorney

By: \_\_\_\_\_



**Legend**

- Project Location
- City Boundary



**Avenue H**  
**Watson Rd. SH360 to N. Great Southwest Pkwy.**  
**Project No. PWST17007**  
**Exhibit A**



Prepared By:  
PWT Engineering Operations  
8/15/2018