

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

AGREEMENT

THIS AGREEMENT made this 12TH day of December, 1989, by and between the State Department of Highways and Public Transportation, 11th and Brazos, Austin, Texas 78701, acting by and through its duly authorized officers, (hereinafter called the "Department") and the Texas Turnpike Authority, 3015 Raleigh Street, Dallas, Texas 75219, acting by and through its Executive Director under the authority of its Board of Directors, (hereinafter called the "Authority").

WHEREAS, the Department owns and operates a system of highways within the State of Texas including State Highway 190, (hereinafter called "SH 190"), for public use and benefit; and

WHEREAS, the Authority operates a number of toll facilities within the State of Texas including the Dallas North Tollway, (hereinafter called the "Tollway"), for public use and benefit; and

WHEREAS, the Authority is presently engaged in the preparation of studies to determine whether an extension of the Tollway is feasible and can be financed, constructed, operated and maintained from Briargrove Lane north to SH 121 (said proposed extension hereinafter referred to as "Phase 2"); and

WHEREAS, the Authority is empowered under Article 6674v, Section 6, Vernon's Texas Civil Statutes, to enter into agreement with agencies of the State of Texas for assistance in the operation of its prescribed duties and powers; and

WHEREAS, the Department and the Authority have determined that the construction, operation and maintenance of SH 190, the Tollway, and Phase 2, respectively, are in the best interest of the traveling public and that both parties will receive substantial benefits for entering into this cooperative agreement;

NOW, THEREFORE, the Department and the Authority have and do by these presents agree as follows:

1. The Authority will design and construct * Phase 2

* As used herein, the term "construct" or "construction" when referring to Phase 2 or any adjunct thereof shall mean "if constructed" or "if construction takes place" since the financing thereof is presently contingent and the feasibility of the construction thereof has not been assured. It is understood that this contract shall take effect only after the financing of and construction of Phase 2 as above defined have transpired.

to include the ramps which connect the tollway lanes of Phase 2 to Plano Parkway as well as the frontage roads through the interchange areas under and across SH 190, and across Plano Parkway and the Atchison, Topeka and Santa Fe Railroad Right-of-Way (the "Santa Fe") with review and coordination for compatibility of design by the Department.

2. The Department will design and construct all turning lane bridges within the Phase 2/SH 190 interchange including substructures as well as all SH 190 facilities, to include the bridge carrying SH 190 over Phase 2, with review and coordination for compatibility of design by the Authority.
3. The Authority will establish the horizontal and vertical alignment of the following: (1) Phase 2 tollway lanes under SH 190, the Santa Fe, and Plano Parkway; (2) the at grade service roads through the interchange and across the Santa Fe and Plano Parkway; (3) the Phase 2 access ramps to Plano Parkway; (4) the Santa Fe bridge; and (5) the Plano Parkway bridge and approaches, with review and coordination for compatibility of design by the Department for items (1) thru (5).
4. The Authority will establish and coordinate with the Department, in a timely manner, the horizontal and vertical alignment of the entrance and exit gores for turning roadways that enter and exit the Phase 2 project.
5. The Authority will design and construct the roadway, embankment, retaining walls, drainage and all appurtenances necessary for the Phase 2 end of the entrance and exit ramp turning lane bridges as shown on Exhibits A & B. This construction will include the portion of roadway along Phase 2 for Ramps S-W, E-S, W-N and N-E. The Department will establish the horizontal and vertical alignment and the cross sectional elements and dimensions of all the turning lane ramps from the Authority's established Phase 2 entrance and exit ramp gores.
6. The design and construction of retaining walls and roadway embankment by the Authority will be coordinated with and reviewed for compatibility of Design by the Department in the area of bridge abutments.
7. The horizontal and vertical alignment as established by the Authority for the entrance and exit ramp gores from Sh 190 and Phase 2 will be furnished to the Department, and the Department will establish the horizontal and vertical alignment of all turning lane ramps on SH 190.

8. Layout of substructure units of all turning lane ramp structures of the interchange will be performed by the Department; and those that effect the facility to be constructed by the Authority, will be coordinated with and approved by the Authority.
9. The Authority will obtain boring information throughout the interchange for the turning lane structures. Boring limits will extend from approximately Station 370 to the eastern limits of the interchange, approximately Station 383 along SH 190. The Department at its option and expense may supplement the Authority borings.
10. It is anticipated that there will be no closed drainage for any SH 190 facility. It is anticipated that the drainage areas to be established will likely be accommodated by the Tollway closed drainage system; however, should they not be so accommodated, the Department will design and construct at its expense such other drainage.
11. Funding.

A. The Authority

1. The Authority will include in its funding responsibility the construction engineering and construction cost of:
 - a. The Phase 2 main lanes.
 - b. The Phase 2 service roads.
 - c. The ramp roadways providing Phase 2 access to and from the south of Plano Parkway.
 - d. The Santa Fe bridge over Phase 2.
 - e. The Plano Parkway bridge over Phase 2.
 - f. The bridge structures, including all substructures and all superstructures, for Ramps E-S, E-N, W-S, and W-N as shown on Exhibits A & B.
 - g. Approaching roadway of Ramps S-W, S-E and Ramps N-E and N-W as shown on Exhibits A & B.
 - h. Departing roadway of Ramps E-S and W-S and Ramps W-N as shown on Exhibits A & B.
 - i. Its proportionate share of the construction costs based on discharge volume contributed of a closed drainage system designed by the

Authority to accommodate all the Phase 2 drainage and any necessary SH 190 drainage.

- j. All landscaping along the Phase 2 corridor, defined as being west of SH 190 Station 376 and east SH 190 Station 370.
 - k. All signing along the Phase 2 corridor.
 - l. All standard roadway illumination assemblies necessary to illuminate the facilities described in a. thru h. above to the Phase 2 illumination specifications, including operation and metering costs.
 - m. The potential for high mast lighting, in the interchange area if such is mutually agreed to with the costs (both design and construction) shared on a 50-50 basis, including operation and metering costs.
 - n. All noise barrier walls along the Phase 2 corridor necessitated by traffic on the facilities described in a. thru h. above.
- 2. The Authority will be responsible for the adjustment and/or relocation of all utilities along the Phase 2 corridor with the exception of the TU Electric transmission line just north of the Santa Fe. The Authority will be responsible for the total cost of relocating poles or towers of that transmission line to the east of the Phase 2 corridor and 50% of the total cost thereof for necessary height adjustment over the Phase 2 corridor.
 - 3. Right of way acquisition responsibilities of the Authority will include those areas outlined in green on the attached Exhibit B.
 - 4. Cost of the design and construction of the interchange center pylon, including footings and/or foundations shall be shared on a 50-50 basis. (It is presently anticipated that the construction thereof will be included in a contract of the Authority unless the parties agree otherwise.)

B. The Department

1. The Department will include as its funding responsibilities the engineering and construction costs of:
 - a. The SH 190 main lanes including the bridge structure over Phase 2.
 - b. The bridge structures, including all substructure and all superstructure for Ramps N-E, S-W, N-W and S-E, as shown on Exhibits A & B.
 - c. Approaching roadways of Ramps W-N and W-S and Ramps E-S and E-N, as shown on Exhibits A & B.
 - d. Departing roadways of Ramps S-W and N-W and Ramps N-E and S-E, as shown on Exhibits A & B.
 - e. A proportionate share, based on discharge volume contributed, of a closed drainage system designed to accommodate all the Phase 2 drainage and any necessary SH 190 drainage.
 - f. All landscaping along SH 190 west of SH 190 Station 370 and east of SH 190 Station 376.
 - g. All signing along SH 190 corridor.
 - h. All standard roadway illumination assemblies necessary to illuminate the facilities described in a. thru d. above to the Department's illumination specifications, including operation and metering costs.
 - i. High mast lighting, in the interchange area if mutually agreed to by both the Department and the Authority, with costs (both design and construction) being shared on a 50-50 basis, including operation and metering costs.
 - j. All noise barrier walls along the SH 190 corridor necessitated by traffic on the facilities described in a. thru d. above.
2. The Department will be responsible for the adjustment and/or relocation of all utilities along the SH 190 west of SH 190 Station 370 and east of SH 190 Station 376. The TU Electric line just north of

the Santa Fe is expected as specified in 10a. hereof.

3. Right of way acquisition responsibilities of the Department will include those areas outlined in blue on the attached Exhibit B.
12. The Authority will negotiate and secure all necessary permits related to the Santa Fe.

13. Design Cost Participation

The allocation of costs to the Authority for preliminary engineering for the structural design of Ramps E-S, W-N, W-S and E-N shall be based on a pro-rata share of costs determined by multiplying the total design cost of all bridge structures designed by the Department by the ratio of the area of the above named structures to the total area of all bridge structures designed by the Department.

14. Responsibility of Authority

The Authority acknowledges, and fully accepts its responsibility associated with the design, construction, maintenance and signing of Phase 2 as specified herein and as required by law. In addition, the Authority shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the Department as an additional insured under its terms.

Adequate insurance, as a minimum shall mean the Authority contractors shall furnish the Department with the State Department of Highways and Public Transportation's Certificate of Insurance covering the below listed insurance coverages during the period in which work is performed across the Department's right-of-way:

- A. Workers' Compensation Insurance
Amount = Statutory
- B. Comprehensive General Liability Insurance
Amounts - Bodily Injury \$500,000 each occurrence
- Property Damage \$100,000 each occurrence
\$100,000 for aggregate
- C. Comprehensive Automobile Liability Insurance Amounts
- Bodily Injury \$250,000 each

	person
	\$500,000 each
	occurrence
- Property Damage	\$100,000 each
	occurrence

The Department shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the Department shall be a part of each policy for coverages listed in A, B and C above. The Authority and/or its contractor shall be responsible for any deductions stated in the policy."

15. Responsibility of the Department

The Department acknowledges, and fully accepts its responsibility associated with the design, construction, maintenance and signing of SH 190 as specified herein and as required by law. In addition, the Department shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the Authority as an additional insured under its terms.

Adequate insurance, as a minimum shall mean the Department contractors shall furnish the Authority with an acceptable form of Certificate of Insurance covering the below listed insurance coverages during the period in which work is performed across the Authority's right-of-way:

- | | | |
|----|---|----------------|
| A. | Workers' Compensation Insurance | |
| | Amount = Statutory | |
| B. | Comprehensive General Liability Insurance | |
| | Amounts | |
| | - Bodily Injury | \$500,000 each |
| | | occurrence |
| | - Property Damage | \$100,000 each |
| | | occurrence |
| | | \$100,000 for |
| | | aggregate |
| C. | Comprehensive Automobile | |
| | Liability Insurance Amounts | |
| | - Bodily Injury | \$250,000 each |
| | | person |
| | | \$500,000 each |
| | | occurrence |
| | - Property Damage | \$100,000 each |
| | | occurrence |

The Authority shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the Authority shall be a part of each policy for coverages listed in A, B and C above. The Department and/or its contractor shall be responsible for any deductions stated in the policy."

16. Supplemental Agreements

Necessary supplemental agreements shall be prepared and executed by both parties, subsequent to the award of the first construction contract, defining how cost reimbursements will be made.

Attachments: Exhibit A - Design Funding Participation (2 Sheets)
Exhibit B - Construction Funding Participation (2 Sheets)

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the date herein stated.

THE TEXAS TURNPIKE AUTHORITY

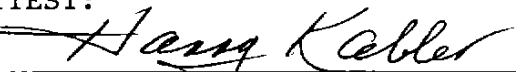
By 

Clive Runnells

Chairman

Title

ATTEST:



Harry Kabler

Secretary-Treasurer

Title

Nov 7, 1989
Date

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public

Transportation Commission under authority
of Minute Order 82513.

Highway and Public Transportation Commission.

By



Deputy-Director-
Design and Construction

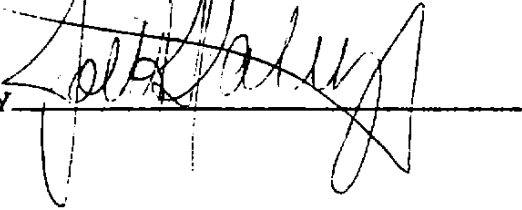
Date

12-14-89

APPROVED AS TO FORM:

LOCKE PURNELL RAIN HARRELL
(A Professional Corporation)

BY



TEXAS TURNPIKE AUTHORITY
BOARD OF DIRECTORS MEETING
JULY 13, 1989

ATTACHMENT 9

RESOLUTION NO. 1115

Resolved, that the Interagency Cooperation Contract between the Texas Turnpike Authority and the State Department of Highways and Public Transportation to design and produce construction plans for structures and ramps within the SH 190/DNT interchange and be reimbursed by TTA for its proportionate costs of construction within the interchange be and is hereby approved; and

Further Resolved, that the Chairman be and he is hereby authorized to execute the contract on behalf of the Authority.