

CITY COUNCIL RESOLUTION 911449  
APPROVED May 8, 1991

THE STATE OF TEXAS

COUNTY OF DALLAS

SIGNALIZATION AGREEMENT

THIS AGREEMENT, entered into as of the 17th day of September, 1991, by and between the CITY OF DALLAS, a municipal corporation, hereinafter referred to as "City", and TEXAS TURNPIKE AUTHORITY, and agency of the State of Texas, hereinafter referred to as "Authority".

WITNESSETH

WHEREAS, the authority has undertaken its 2nd phase improvement, extension and enlargement of the Dallas North Tollway, including the construction of tollway lanes to be operated and maintained by the Authority, service roads to be operated, maintained, policed and regulated under the control and jurisdiction of the City, approaches, interchanges, ramps, toll facilities, bridges, and buildings, and where appropriate, the modification of existing structures, all of said improvements, extensions, enlargements and modifications being hereinafter referred to as the "Project", in conformance with the terms of the Dallas North Tollway Revenue Bonds, Series 1989 and 1990 and the provisions of the Authority's enabling legislation set forth in Acts 1953, 53rd Leg., Ch. 410 (Article 6674v, Title 116, Texas Revised Civil Statutes);

WHEREAS, in connection with the Project, the Authority, through its contractors, will (a) make certain adjustments to the existing intersections of Dallas North Tollway with Briargrove Lane and Gibbons Drive, (b) remove and reconfigure existing North and Southbound Dallas Parkway, and (c) reconstruct Dallas Parkway in the manner and location indicated in Construction Plans DNT-191 & DNT 183 (the "Plans"), as approved by the City, said Plans providing for the reconstruction of Northbound Dallas Parkway adjacent to the eastern boundary of the Tollway corridor right-of-way and for the reconstruction of Southbound Dallas Parkway adjacent to the western boundary of the Tollway corridor right-of-way from Briargrove Lane northward to the AT&SF Railroad;

WHEREAS, the adjustment, removal, reconfiguration and reconstruction of Dallas Parkway will necessitate substantial modification to the traffic signalization system in place along Dallas Parkway prior to the commencement of the Project, including the use of temporary signalization equipment during the construction thereof, and, additionally, the City has determined that other modifications and betterment work to the Dallas Parkway signalization system will further the public welfare; and

WHEREAS, the Interlocal Cooperation Act, Article 4413 (32c) of the Texas Revised Civil Statutes, authorizes local governmental entities to contract with one or more state agencies to perform government functions and services under the terms thereof and the City and the Authority have determined that it is in their best interests to assist each other in the installation of traffic signalization equipment.

## A G R E E M E N T

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, the mutual benefits accruing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, it is agreed as follows;

1. The Work

A. The City, utilizing the Authority's geometric Tollway plans, shall design, install, test, maintain and, with respect to temporary signalization equipment, remove traffic signalization systems (the "Work") at the Dallas Parkway intersections described on Exhibit A attached hereto and made a part hereof. The Work shall include the designing of all temporary and permanent signalization systems; the letting of any construction and surety contracts; the supervising of construction; the furnishing, installing, testing, regulating and adjusting of all signals (complete with lamps, ballasts, ballast boxes, all conduit and interconnect cable required for the proper operation of the signals, conductors between the signals, and the base of the tower or post supporting the signals, mounting brackets, cables and guys, fastenings, hardware and internal connections); and the furnishing of all labor, tools, equipment, and incidentals necessary to provide the signals complete in place, in a neat and workmanlike finished appearance, and ready for operation. In addition, the City shall provide for the removal of all temporary signalization equipment at the appropriate time and, upon completion of said removal, the City shall return the property to its prior condition, free of debris and hazards.

B. The City shall perform the Work through the use of labor and supervisory personnel employed directly by the City, utilizing City-owned machinery, equipment, and vehicles. In the event that the City does not have the machinery, equipment, and vehicles necessary to perform the Work, machinery, equipment, and vehicles may be rented or leased on commercially prudent terms as necessary.

C. The City will provide all materials and equipment necessary to install the temporary and permanent signalization systems and to perform the Work. Such materials and equipment may be furnished from City stock. The use of items of equipment and material normally carried in stock by the City will be deemed satisfactory and the Authority will reimburse the City for the cost of such items.

D. Adequate provisions shall be taken to ensure minimum inconvenience and to protect the travelling public from signal construction hazards, as well as adjoining property owners, and other parties employed in connection with the construction or maintenance of the Project.

## 2. Payment

A. The Authority shall reimburse the City on a "Force Account" basis for properly supported costs under the terms and conditions of this Agreement in the manner and amounts hereinafter described.

B. The Authority shall reimburse the City for all costs incurred in completing the Work for the one (1) Dallas intersection denoted on Exhibit A as "Intersections With In-Place Permanent Signalization". Reimbursement will be made by the Authority to the City for labor, equipment, materials, supplies, labor additives, and warehouse or material handling charges incurred in conformity with this Agreement. The Authority shall receive a credit for the value of all materials salvaged in connection with the Work.

C. The Authority shall reimburse the City for all costs arising in connection with the relocation of signalization systems for the Dallas Parkway Intersections denoted on Exhibit A as "Intersections Without In-Place Permanent Signalization". The Authority shall not be responsible for any other costs associated with the signalization systems described in this Paragraph C, including those costs incurred in installation, testing, regulating and adjusting.

D. The City shall maintain complete and accurate cost records for each of the intersections described in Exhibit A. The Authority and its representatives shall be allowed to inspect said records during the City's regular business hours.

E. Payments to the City pursuant to this Agreement shall be made no more frequently than monthly based upon itemized certified statements prepared for each intersection for which reimbursement is sought (the "Statements"), detailed to show the name of the employees, the rates of wage, the time worked, the equipment used, the time of its use and the materials used. The Statements shall show the quantities or names, unit price and extensions and a total. Labor additives or burden and material handling rates will be shown as a percentage factor and applied to the total cost of labor or materials as applicable. The original and four (4) copies of the Statements shall be submitted to Texas Turnpike Authority at 3015 Raleigh Street, P.O. Box 190369, Dallas, Texas 75219-0369, Attn: James W. Griffin, Deputy Director.

F. The Statements will indicate the total reimbursable amount that has become due for the Work actually performed throughout the term of this Agreement for each intersection described on Exhibit A and the amount then due and payable to the City by the Authority. Five percent (5%) of all reimbursable amounts shall be withheld pending (a) completion of the work, (b) satisfactory completion of final inspection of the Work and audit, and (c) verification that the claims of all mechanics and materialmen have been resolved.

G. The Statements shall include only those costs that have been actually paid from City funds up to the date of the Statements. The City has used best efforts in preparing a cost estimate for the Work which is attached hereto as Exhibit B and made a part hereof.

H. Unsupported charges or charges made after final acceptance by the Authority will not be considered eligible for reimbursement. Records supporting the costs indicated on the Statements will be made available to authorized representatives of the Authority during the City's normal business hours. All records relating to the Work will be maintained by the City for three (3) years after receipt of final payment from the Authority.

### 3. Indemnification

A. To the extent permitted by law, the City agrees to indemnify the Authority, and the Authority's Agents, Director, and employees against damages and claims for damages resulting from the negligent acts or omissions of the City, its officers, employees and contractors in the performance of the Work, including court costs and reasonable attorney's fees.

B. Nothing in this Agreement shall be construed to place any liability on either the City, the Authority or the Authority's General Consulting Engineer, Construction Manager or Section Engineer for personal injury arising out of the construction of the traffic signalization systems related to the Project. Furthermore, it is not the intent of this Agreement to impose upon the City any liability for injury to persons or property arising out of any construction unrelated to the terms of this Agreement undertaken by any contractor employed by the Authority. Nothing herein shall be construed as a waiver of any rights which may be asserted by either party hereto, including the defense of governmental immunity.

#### 4. General Conditions

A. Upon completion of the Work, the City agrees to operate and maintain the described traffic signalization systems at its sole expense and to assume the cost of all electrical power required for signal operations, including that required during construction and test periods.

B. The Authority's rights and obligations under this Agreement shall in no way reduce or otherwise modify the City's responsibility for (a) the proper operation of traffic signalization along Dallas Parkway and other City of Dallas streets intersecting therewith or (b) the police enforcement required for securing obedience to the traffic signals described herein.

C. The City shall ensure that flagmen, construction barricades, lights, warning signs, detours and other safety devices are provided and maintained throughout the duration of the City's performance of the Work. The flagmen shall be utilized, and all safety devices shall be installed and maintained, in accordance with the current Texas Manual of Uniform Traffic Control Devices required for adoption by the "Uniform Act Regulating Traffic on Highways" set forth in Article 6701 (d) of the Texas Revised Civil Statutes. Requirements for these safety devices shall be included in the plans and specifications prepared by the City for the Work.

D. This Agreement does not in any way create a principal/agent relationship between the parties hereto and under no circumstances shall the City or the Authority be considered as or represent itself to be an agent of the other.

E. This agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein. This Agreement may be amended only by a written instruction executed by the parties hereto.

F. This Agreement shall bind the City, the Authority, and their successors and assigns.

G. This Agreement is entered into subject to the provisions of the Charter and ordinances of the City of Dallas, and applicable state and federal laws and the applicable regulations of administrative agencies with jurisdiction over the subject matter. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Dallas County, Texas.

H. This Agreement shall be executed in multiple copies, each of which shall be deemed an original and constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate as of the day above stated

Submitted to City Council  
APPROVED AS TO FORM  
ANALESIE MUNCY  
City Attorney

CITY OF DALLAS  
JAN HART  
City Manager

by *Alexis Sparks*  
Assistant City Attorney

by *Chad Nichols*  
Assistant City Manager

APPROVED AS TO FORM  
Locke Purnell Rain Harrell  
(a Professional Corporation)  
General Counsel

TEXAS TURNPIKE AUTHORITY  
John B. Ramming  
Executive Director

by *Frank Green*

*John B. Ramming*

**EXHIBIT A**

**Dallas North Tollway Intersections**

**Intersections With In-Place Permanent Signalization**

**DNT and Mockingbird Lane/Roland Avenue**

**Intersections Without In-Place Permanent Signalization**

**Dallas Parkway - Frankford Road**

**Dallas Parkway - Haverwood Lane**

**Dallas Parkway - Rosemeade Parkway (will be removed upon completion of the Dallas North Tollway Extension)**

**\*\*The cost of permanent signalization at the intersections of Dallas Parkway at Frankford Road and Dallas Parkway at Haverwood Lane is the responsibility of the City.**



EXHIBIT B

DALLAS NORTH TOLLWAY SIGNAL ADJUSTMENT

COST ESTIMATE

These locations include:	<u>Adjustments</u>	<u>Engineering Costs for Permanent Signalization</u>
• DNT at Mockingbird Lane/Roland Avenue	\$ 8,304.45	N/A
• Dallas Parkway at Rosemeade Parkway	\$ 18,047.68	N/A
• Dallas Parkway at Haverwood Lane	\$ 45,669.27	\$ 9,500.00
• Dallas Parkway at Frankford Road	<u>\$ 46,002.78</u>	<u>\$12,400.00</u>
<b>Sub Total</b>	<b>\$118,024.18</b>	<b>\$21,900.00</b>
<b>Grand Total</b>	<b>\$139,924.18</b>	

(See attached for detail cost breakdown per intersection.)

This estimate covers the cost of temporary span wire signal, material, installation, and required adjustments needed to maintain control during the time that the permanent service roads and cross street roadways are being constructed. The construction/timing design cost is for plan preparation and infield timing adjustments made on a continuing basis throughout the project.