

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, as amended (Article 6674v, Title 116, Texas Revised Civil Statutes);

WHEREAS, in connection with the Project, the Authority, through its contractors, shall (a) make certain adjustments to the existing intersections of the Project with Parker Road, Windhaven Parkway, Spring Creek Parkway, Tennyson Parkway, Headquarters Drive, and Legacy Drive; (b) remove and reconfigure existing north and southbound Dallas Parkway and Bishop Road; and (c) reconstruct Dallas Parkway in the manner and location indicated in the geometric construction plans DNT-183, DNT-184 and DNT 185 (the "Geometric Plans"), as approved by the City, said Plans providing for the construction or reconstruction of northbound Dallas Parkway adjacent to the eastern boundary of the DNT corridor right-of-way and for construction or reconstruction of southbound Dallas Parkway adjacent to the western boundary of the DNT corridor right-of-way, each between Briargrove Lane and SH 121.

WHEREAS, the adjustment, removal, reconfiguration, and reconstruction of Dallas Parkway and Bishop Road will necessitate substantial modification to the traffic

signalization system in place along Dallas Parkway and Bishop Road prior to and during construction 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 systems will further the public welfare; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, V.T.C.A., 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 design, procurement, and installation of the above described 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 City Work

A. The City, utilizing the Geometric Plans, shall design, test, inspect, and maintain new permanent signalization equipment and shall remove temporary signalization equipment (the "City Work"), at each of the Dallas Parkway intersections described on Exhibit "A" attached hereto and made a part hereof. The City Work shall include the designing of all temporary and permanent signalization systems, together with the supervising of construction and the inspecting, testing, regulating, and adjusting of all signals required for the proper operation of the permanent signalization systems, all in conformance with the Signalization Plans, as hereinafter defined. In addition, the City shall provide for the removal of all temporary signalization equipment at the appropriate times 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 City 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

City Work, machinery, equipment, and vehicles may be rented or leased on commercially prudent terms as necessary.

C. As more specifically provided in Section 2 hereof, the Authority shall retain the Contractor, as hereinafter defined, to perform the installation of the signalization systems. Notwithstanding the retention of the Contractor by the Authority, the parties acknowledge and agree that the City shall be solely responsible for directing, inspecting, testing, and monitoring the work of the Contractor. Without limiting the foregoing, the City shall take all reasonable steps to ensure that the activities of the Contractor and of the City shall not interfere with (i) the safe and efficient operation and maintenance of the DNT, (ii) the safety and convenience of the traveling public, (iii) the activities of other contractors, subcontractors, suppliers, or consultants retained by or in behalf of the Authority in connection with the Project, or (iv) the access and other rights of the owners of adjoining property. The construction contract shall require that the Contractor maintain liability insurance naming the City and the Authority as additional insureds in such amount and with such other requirements as may be specified by the City and the Authority. The City shall specify to the Authority its insurance requirements.

D. The term "City Work" shall include all of the obligations of the City described in this Section 1 or elsewhere in this Agreement.

2. The Authority Work

A. The Authority will purchase all materials and equipment required for the signalization systems that are requested by the City. In addition, the City may furnish such materials and equipment out of its own inventory as it deems appropriate.

B. The Authority shall retain a contractor (the "Contractor") to perform the construction of the signalization systems. The Contractor shall be selected on the basis of the low bid received as a result of public advertisements. The selection of the Contractor shall comply with all requirements placed on the City of Plano under Chapter 252 of the Local Government Code. The City shall notify the Authority as to the specific requirements under said Chapter. The Authority will in no way manage, direct, or be responsible for the efforts or actions of the Contractor in furnishing and installing the signalization systems, but in lieu thereof the City shall be responsible for providing all inspection, testing, and monitoring of the construction and other activities of the Contractor, as set forth in Section 1(C) hereof.

C. The Authority shall retain its general consulting engineer to prepare plans and write specifications for the signalization systems (the "Signalization Plans") as directed by the City and approved by the City Council. The final and total cost of the Signalization Plans incurred by the Authority shall be reimbursed to the Authority by the City as provided in Section 3(A) hereof.

D. All of the obligations of the Authority described in this Section 2 or elsewhere in this Agreement are collectively referred to as the "Authority Work". The City Work, the Authority Work, and the obligations of the Contractor are hereafter sometimes collectively referred to as the "Work".

3. Payment

A. The City shall reimburse the Authority for the cost of (i) the "Signalization Plans"; (ii) the procurement of all materials and equipment requested by the City and acquired by the Authority; and (iii) the installation of the signalization systems identified in Exhibit "A" hereto and all sums paid to the Contractor in connection therewith, with completion being represented by the final payment by the Authority to the Contractor, all such reimbursements being based upon properly supported costs and prices bid

and/or paid under the terms and conditions of this Agreement.

B. The Authority shall maintain complete and accurate cost records for the signalization systems described in Exhibit "A". The City and its representatives shall be allowed to inspect said records during the Authority's regular business hours. The estimated costs of the signalization systems are summarized on Exhibit "B" attached hereto and made a part hereof. All records relating to the reimbursable costs shall be maintained by the Authority for three (3) years after receipt of final payment from the City.

C. Payment to the Authority pursuant to this Agreement shall be made upon completion and acceptance of the Work by both the Authority and the City during fiscal year 1993-1994 from current revenues available to the City.

D. Unsupported charges or charges made after final acceptance of the Work by the City will not be considered eligible for reimbursement.

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 (i) the proper operation of traffic signalization along Dallas Parkway and other City streets intersecting therewith or (ii) the police enforcement required for securing compliance 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 any of its portion 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.

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 instrument 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 (i) the provisions of the Charter and ordinances of the City, (ii) applicable state and federal laws, and (iii) 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 Collin County, Texas.

H. This Agreement may be executed in multiple counterparts, 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.

CITY OF PLANO, TEXAS

BY: Thomas H. Muehlenbeck
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Gary F. Chatham
Gary F. Chatham, CITY ATTORNEY

TEXAS TURNPIKE AUTHORITY

BY: John B. Ramming
John B. Ramming
Executive Director

APPROVED AS TO FORM:

BY: Locke Purnell/Rain Harrell
Locke Purnell/Rain Harrell
(A Professional Corporation)
General Counsel

ATTEST:

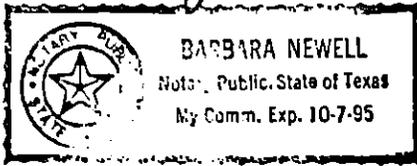
Harry Kabler
Harry Kabler, SECRETARY/TREASURER

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the CITY OF PLANO, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 19 day of May, 1993.

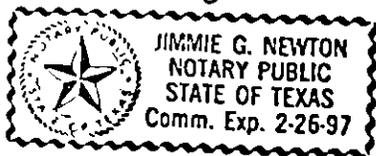


Barbara Newell
Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN B. RAMMING, Executive Director of TEXAS TURNPIKE AUTHORITY, an agency of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the TEXAS TURNPIKE AUTHORITY, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 10th day of May, 1993.



Jimmie G. Newton
Notary Public in and for the
State of Texas

EXHIBIT A

DALLAS NORTH TOLLWAY PERMANENT SIGNALIZATION

DNT 209

Dallas North Tollway Intersections

Intersections with In-Place Temporary Signalization to be Replaced by Permanent Signalization

Parker Road
Legacy Drive

Intersections Without Signalization to Receive Permanent Signalization

Windhaven Parkway
Tennyson Parkway
Spring Creek Parkway
Headquarters Drive

EXHIBIT B

DALLAS NORTH TOLLWAY PERMANENT SIGNALIZATION
DNT 209
COST ESTIMATE

These locations include:	<u>Estimated Cost</u>
DNT at Parker Road	\$80,000
DNT at Windhaven Parkway	80,000
DNT at Spring Creek Parkway	80,000
DNT at Tennyson Parkway	80,000
DNT at Legacy Drive	80,000
DNT at Headquarters Drive	80,000
The Signalization Plans	19,000
Equipment & Materials	<u>65,000</u>
	\$ 564,000