

THE STATE OF TEXAS
COUNTY OF DALLAS

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DNT 146

SIGNALIZATION AGREEMENT

THIS AGREEMENT, entered into as of the 13th day of August, 1986, by and between the CITY OF DALLAS, a municipal corporation, hereinafter referred to as "City", and TEXAS TURNPIKE AUTHORITY, an agency of the State of Texas, hereinafter referred to as "Authority".

W I T N E S S E T H

WHEREAS, the Authority has undertaken the 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 utilized under the control and jurisdiction of the City, approaches, interchanges, ramps, toll facilities, bridges, and buildings, and, where appropriate, the modification of existing structures, together with the construction of additional lanes, ramps and toll facilities for currently completed portions of the Dallas North Tollway, all of said improvement, extension, enlargement and modification being hereinafter referred to as the "Project", in conformance with the terms of the Dallas North Tollway Revenue Bonds, Series 1982 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 Royal Lane and Forest Lane, (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-112, DNT-113, DNT-114, DNT-115 and DNT-116 (the "Plans"), as approved by the City, said Plans providing for the reconstruction of Northbound Dallas Parkway adjacent to the eastern boundary of the projected right-of-way for the controlled access tollway lanes and for the reconstruction of Southbound Dallas Parkway adjacent to the western boundary of the projected right-of-way for the tollway lanes from Harvest Hill Road northward to Frankford Road;

6/17/86

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 in the manner and locations shown on the Plans.

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:

The Work

1. The City, in conformity with the 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 design of all temporary and permanent signalization systems, the letting of any construction and surety contracts, the supervision 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 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 appropriate times and, upon completion of said removal, the City shall return the property to its prior condition, free of debris and hazards. The City shall prepare any plans and specifications required for the Work and shall submit said plans and specifications to the Authority for approval. Upon the Authority's review and approval of the City's plans and specifications, said approval to be in writing by the Project Manager for the Authority, said approved plans and specifications shall become part of the "Plans" for the purposes of this Agreement.

2. 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.

3. 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 shall 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.

4. The City shall provide opportunities and facilities as may be required to enable the Authority and its representatives to carry on suitable inspections of materials, equipment and installation methods sufficient to afford determination by the Authority that all installation methods, component materials and equipment comply with the Plans and accepted requirements. The Authority will promptly notify the City of any failure of the materials, equipment or installation methods to meet acceptable requirements and the City will take such measures as are necessary to obtain acceptable system components and installation procedures without delay.

5. The City shall not suffer or permit the Work to damage any portion of the Project and adequate provisions shall be taken to ensure minimum inconvenience to the travelling public, adjoining property owners, and other parties employed in connection with the construction or maintenance of the Project.

Payment

1. 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.

2. The Authority shall reimburse the City for all costs incurred in completing the Work for the six (6) Dallas Parkway intersections 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.

3. The Authority shall reimburse the City of all costs arising in connection with the design of signalization systems for the seven (7) 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 3, including those costs incurred in installation, testing, regulating and adjusting.

4. 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.

5. 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, Attn: James W. Griffin, Project Manager.

6. 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.

7. 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.

8. 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.

Indemnification

1. The City agrees to indemnify the Authority against any and all damages and claims for damages to abutting or other property for which the Authority may be liable arising out of, incident to or in any way connected with the installation, construction, existence, use and/or maintenance of the traffic signalization systems which are the subject of this Agreement and the City does hereby agree to indemnify the Authority against any and all court costs, attorney's fees, and all expenses in connection with suits brought against it relating to said signalization systems.

2. Nothing in this Agreement shall be construed to place any liability on either the City or the Authority for personal injury arising out of the construction of the traffic signalization systems relating 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.

*Exhibit C and Exhibit D. The total estimated amount of reimbursements to City is \$729,441, consisting of \$423,076 (total on Exhibit B), \$268,365 (total on Exhibit C) and \$38,000 (TTA cost as shown on Exhibit D).

General Conditions

1. 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.

2. The Authority's rights and obligations under this Agreement shall in no wise 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.

3. The City shall insure 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.

4. 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.

5. 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.

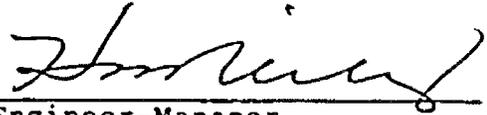
6. This Agreement shall bind the City, the Authority, and their successors and assigns.

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

CITY OF DALLAS
CHARLES ANDERSON, City Manager

By: 
Assistant City Manager

TEXAS TURNPIKE AUTHORITY

By: 
Engineer-Manager

APPROVED AS TO FORM:
Locke, Purnell, Boren,
Laney & Neely
(A Professional Corporation),
General Counsel

By: 

Submitted to City Attorney GJB
APPROVED AS TO FORM:

Analeslie Muncy, City Attorney

By: 
Assistant City Attorney

Authorized by Dallas City Council
Resolution No. 86-2538, approved
August 13, 1986.

EXHIBIT A

Dallas Parkway Intersections

Intersections With In-Place Permanent Signalization

Royal Lane
Harvest Hill Road
I.H. 635
Alpha Road
Verde Valley Lane
Belt Line Road

Intersections Without In-Place Permanent Signalization

McEwen Road
Spring Valley Road
Arapaho Road
Keller Springs Road
Westgrove Drive
Trinity Mills Road
Briargrove Lane

EXHIBIT B

DALLAS NORTH TOLLWAY SIGNAL ADJUSTMENT

COST ESTIMATE

<u>LOCATION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>TOTAL</u>
Royal	\$ 10,000.00	\$ 4,805.00	\$ 442.50	\$ 15,247.50
Forest Lane	2,500.00	750.00	265.50	3,515.50
Harvest Hill	15,000.00	15,666.00	442.50	31,108.50
Inwood-Dallas Pkwy.	10,000.00	1,500.00	354.00	11,854.00
Alpha	15,000.00	15,666.00	442.50	31,108.50
Spring Valley	15,000.00	15,666.00	442.50	31,108.50
Inwood-Alpha	15,000.00	15,666.00	442.50	31,108.50
Verde Valley	15,000.00	15,666.00	442.50	31,108.50
Belt Line	25,000.00	15,666.00	708.00	41,374.00
Arapaho	15,000.00	15,666.00	422.50	31,108.00
Keller Springs	15,000.00	15,666.00	422.50	31,108.50
Trinity Mills	15,000.00	15,666.00	422.50	31,108.50
Westgrove	15,000.00	15,666.00	422.50	31,108.50
Galleria	15,000.00	15,666.00	422.50	31,108.50
Totals	\$197,500.00	\$179,381.00	\$ 6,195.00	\$383,076.00
				Construction/Timing Design 40,000.00
				Total \$423,076.00

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 road 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.

EXHIBIT C

TEXAS TURNPIKE AUTHORITY NEW PERMANENT
COST ESTIMATE

<u>LOCATION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>TOTAL</u>
Royal Lane	\$ 15,985.85	\$ 19,844.80	\$ 1,808.50	\$ 37,639.15
Harvest Hill	15,985.85	19,844.80	1,808.50	37,639.15
IH 635	24,427.38	22,796.80	3,011.14	50,235.32
Alpha/Inwood	15,235.85	18,904.80	1,808.80	35,949.15
Verde Valley	15,235.85	18,904.80	1,808.80	35,949.15
Belt Line	15,235.85	18,904.80	1,808.80	35,949.15
TOTALS	\$102,106.63	\$119,200.80	\$ 12,053.64	\$233,361.07
				\$ 35,000.00
				\$268,365.23

This estimate covers the cost of the permanent signal hardware at (1) those locations that were originally permanently improved prior to the project and (2) the elevated interchange over IH 635 (LBJ Freeway). The construction/timing design cost is for engineering time spent on plan preparation and signal timing pattern development. All costs are eligible for Texas Turnpike Authority payment.

EXHIBIT D

CITY OF DALLAS NEW PERMANENT
COST ESTIMATE

<u>LOCATION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>TOTAL</u>
McEwen/Galleria	\$ 15,235.85	\$ 18,904.80	\$ 1,808.50	\$ 35,949.15
Spring Valley	15,235.85	18,904.80	1,808.50	35,949.15
Arapaho	15,235.85	18,904.80	1,808.50	35,949.15
Keller Springs	15,235.85	18,904.80	1,808.50	35,949.15
Westgrove	15,235.85	18,904.80	1,808.50	35,949.15
Trinity Mills	15,235.85	18,904.80	1,808.50	35,949.15
Briargrove	15,235.85	18,904.80	1,808.50	35,949.15
TOTALS	\$106,650.95	\$132,333.60	\$ 12,659.50	\$251,644.05
				\$ 38,000.00*
			TOTAL	\$289,644.05

*Texas Turnpike Authority Cost

This estimate covers the cost of the permanent signal hardware at all other signalized intersections within the project limits. The construction/timing design cost is for engineering time spent on plan preparation and signal timing pattern development. Only the construction/timing design cost is eligible for Texas Turnpike Authority payment.