

U-TURN LANE AGREEMENT  
(Galleria and Alpha Roads)

THE STATE OF TEXAS  
COUNTY OF DALLAS

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CONTRACT DNT-140

THIS AGREEMENT, made as of this 2nd day of April 1986, by and between TEXAS TURNPIKE AUTHORITY, an agency of the State of Texas (the "Authority"), authorized and existing pursuant to Article 6674v of the Revised Civil Statutes of Texas, and the City of Farmers Branch, a municipal corporation (the "City").

W I T N E S S E T H

WHEREAS, the Authority is improving, extending, and enlarging the Dallas North Tollway, said improvement, extension, and enlargement to include the construction of tollway lanes, service roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings (the "Project"), all in conformance with the provisions of Article 6674v, Title 116 of the Texas Revised Civil Statutes (Acts 1953, 53rd Leg., Page 967, et seq., ch. 410) (the "Turnpike Act"); and

WHEREAS, in connection with the Authority's work on the Project, the City has requested (a) that the Authority, through its contractors and consulting engineers, design and construct, at the City's sole expense and on dedicated rights-of-way obtained by the City, at no cost to the Authority, a U-Turn lane on the north side of the intersection of Galleria Road (formerly McEwen Road) and the Dallas North Tollway (the "Galleria Road Work"), the centerline of said U-Turn lane being approximately situated at Tollway Centerline Station 519+96, all as shown on a print marked Exhibit A attached hereto and made a part hereof, and (b) that the Authority, through its consulting engineers, design, at the City's sole expense, a U-Turn lane on the south side of the intersection of Alpha Road and the Dallas North Tollway (the "Alpha Road Work"), said Alpha Road Work and Galleria Road Work being sometimes hereinafter collectively referred to as the "Work"; and

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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 completion of the Work provided that the Work is accomplished at no cost to the Authority.

A G R E E M E N T

NOW THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, the receipt and sufficiency of said consideration being hereby acknowledged, it is agreed as follows:

A. The Galleria Road Work.

1. The Plans. The Authority, through its consulting engineers, has caused to be prepared plans described as Sheets R-16 and R-18, dated 9-12-85; Sheet R-42, dated 7-12-85; Sheet R-47, dated 7-3-84; Sheet R-63, dated 1-25-85; Sheet R-74, dated 6-17-85; and Sheet R-85, dated 2--85 for the Galleria Road Work which have been approved in writing by the Authority and the City and are attached hereto as Exhibit B and made a part hereof for all purposes. No changes to the plans attached as Exhibit B are to be made without the express written approval of such changes by the Authority and the City, said plans, together with all changes approved in accordance with this Agreement, being hereinafter referred to as the "Plans".

2. Summary of Construction and Maintenance Obligations. Prior to the commencement of the Galleria Road Work, the City shall secure, at no cost to the Authority, sufficient right-of-way for the Galleria Road Work as described in the Plans together with such additional access and use rights as the Authority, in its sole judgment, believes are necessary for the safe and efficient

completion of the Galleria Road Work, including construction, detour, retaining and slope easements, if required. The Authority, through its contractors, shall complete the Galleria Road Work, including all excavation and drainage work, as shown on and in accordance with the Plans. The City shall use best efforts to assist the Authority and its contractors in the design and relocation of affected utilities, if any, and in the provision of detours, lane closures, barricades, and other safety measures and devices for the protection of the travelling public. Upon completion of the Galleria Road Work, the City shall, at no expense to the Authority, maintain the U-Turn lane together with all appurtenances thereto, including paving, curbing, striping, signalization, lighting and drainage structures, and shall be solely responsible for the policing thereof.

B. The Alpha Road Work.

1. Authority's Obligations. The Authority, through its consulting engineers, shall prepare plans for the U-Turn lane situated on the south side of the intersection of the Alpha Road and the Dallas North Tollway and shall submit same to the City for its review and approval. For the purposes of this Agreement, the Authority's only obligations with respect to the Alpha Road U-Turn lane, and its only obligations with respect to the Alpha Road Work, shall be the preparation of construction plans herein described and related engineering and design work. Neither the Authority nor the City shall be under any obligation to subsequently contract for or undertake the construction of the U-Turn improvements described in the Alpha Road Work.

C. Reimbursement and Indemnification.

1. Reimbursement. Reimbursement to the Authority will be made for services performed and materials furnished in connection with the Work, including all engineering, design, survey and legal

fees, utility relocation costs, right-of-way expenses (if any), construction costs and insurance premiums. The books, records, and accounts of the Authority, so far as they relate to the items of expense incurred in connection with the Work, shall be open at reasonable times to inspection and audit by the agents and authorized representatives of the City.

2. Billing Procedure. The Authority shall submit bills to the City no more frequently than monthly for the reimbursement of services performed and materials furnished in connection with the Work. Upon receipt of said monthly bills, the City will promptly make payment to the Authority in the amount invoiced in said bill. The Authority may, at its option, suspend or terminate this Agreement if any sums owed by the City remain outstanding for more than ninety (90) days.

3. Indemnification. The City agrees to indemnify the Authority against any and all damages and claims for damages for injury to or death of persons, and for damage to or loss of property arising out of, incident to or in any way related to the Work or to the design, construction, existence, use and/or maintenance and policing of the U-Turn lanes 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 the Authority relating to the Work or said U-Turn lanes; provided, however, that the City shall not be obligated to indemnify the Authority for damages or claims for damages caused by the gross negligence of the Authority.

D. Miscellaneous.

1. City Obligations Unaffected. The Authority's obligations under this Agreement shall in no wise reduce or otherwise modify the City's responsibility for the safe and efficient operation,

maintenance, policing and regulation of Galleria and Alpha Roads, Dallas Parkway and other City streets intersecting therewith.

2. No Agency. 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.

3. Entire Agreement. 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.

4. Headings. The headings used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City and of the Authority.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed as of the day above stated.

CITY OF FARMERS BRANCH

TEXAS TURNPIKE AUTHORITY

By: Rae M West  
\_\_\_\_\_  
(Name)      City Manager  
(Title)

By: [Signature]  
\_\_\_\_\_  
Engineer-Manager

RECOMMENDED: attest

Randall Mahaffey, City Secretary  
(Title)

APPROVED AS TO FORM:

[Signature]  
Attorney for City

APPROVED AS TO FORM:

[Signature]  
Locke, Purnell, Boren,  
Laney & Neely  
(A Professional Corporation)  
General Counsel,  
Texas Turnpike Authority