

THE STATE OF TEXAS

COUNTY OF COLLIN

SIGNALIZATION AGREEMENT

THIS AGREEMENT, entered into as of the 23rd day of November, 1992, by and between the CITY OF PLANO, a municipal corporation, hereinafter referred to as "City", and TEXAS TURNPIKE AUTHORITY, and 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 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 Article 6674v, Title 116 of the Texas Revised Civil Statutes (Act effective September 1, 1991, 72nd Leg., R.S., ch. 766, 1991 Tex. Gen. Laws 2718) (the "Turnpike Act");

WHEREAS, in connection with the Project, the Authority, through its contractors, will (a) make certain adjustments to the existing intersection of Dallas Parkway with Plano Parkway, (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-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 right-of-way in, on, and near Plano Parkway;

WHEREAS, the adjustment, removal, reconfiguration and reconstruction of Dallas Parkway will necessitate substantial modification to the traffic signalization system in place along Dallas Parkway at Plano Parkway 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 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 intersection with Plano Parkway. 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 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 hazard, 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 Dallas Parkway/Plano Parkway intersection denoted on Exhibit A as "Cost for Signal Relocation at Plano Parkway at Dallas North Parkway". 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 City shall maintain complete and accurate cost records for the intersection described in Exhibit A. The Authority and its representatives shall be allowed to inspect said records during the City's regular business hours.

D. 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.

E. The Statements will indicate the total reimbursable amount that has become due for the Work actually performed throughout the term of this Agreement for the 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) verifications that the claims of all mechanics and materialmen have been resolved.

F. 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 A and made a part hereof.

G. 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, Directors, and employees against damages and claims for damages resulting from the negligent acts or omissions of the City, its officers, employers and contractors in 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 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 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 Plano, 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.

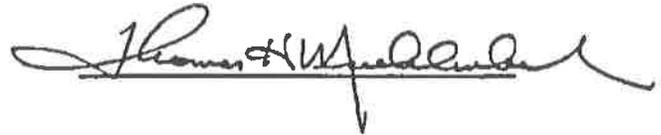
APPROVED AS TO FORM

City Attorney



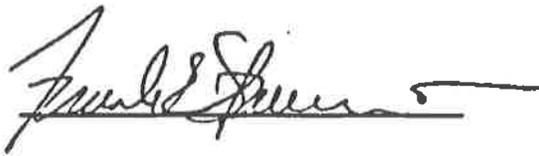
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CITY OF PLANO
TOM MUEHLENBECK
City Manager



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



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TEXAS TURNPIKE AUTHORITY
John B. Ramming
Executive Director



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**COST FOR SIGNAL RELOCATION AT
PLANO PARKWAY AT DALLAS NORTH PARKWAY**

Plano Parkway at Dallas North Tollway

Signal - Temporary	\$ 8,338.34
Signal - Permanent	<u>7,921.50</u>
	Total
	x 10%
	<u>\$16,259.84</u>
	<u>1,626.00</u>
	<u>\$17,885.84</u>
1. Drill ten 12" piers @ \$75	\$ 750.00
2. Drill six 30" piers @ \$150	900.00
3. Set ten wooden poles @ \$65 hr	325.00
4. Set six signal poles @ \$65 hr	325.00
5. 3" PVC @ \$1.34 ft	
6. 6' x 5' Anchor 18 @ \$11.16	200.88
7. 3" PVC Adaptor @ \$1.98	99.00
8. Cable 14/15 IMSA @ .81 ft	3,100
9. Concrete @ \$38.00 yard	684.00
10. Cable Loop Lead @ .32 ft	640.00
11. Cable Rings @ .55	412.50
12. Cable Guy Steel 3/8" @ .17 ft	238.00
13. PVC 3" 90 @ \$4.92	164.00
14. Three sec head @ 212.40	2,550.00
15. Four sec head @ 557.00	1,114.00
16. Rebar Rings @ .90	54.00
17. #10 white @ .06	60.00
18. #10 Black @ .06	60.00
19. Cable Opticom	60.00
20. Guy Attachments 18 @ \$1.02	18.36
21. Vise Strom 36 @ \$7.22	260.00
22. Guy Guards 20 @ \$5.24	106.00
23. Loops	8.00
24. Pull Boxes 10 @ \$42.41, 1 large @ \$53.16	739.00
25. Cable 14/7 IMSA @ .25 ft 1,170	292.50
26. Tubes \$12.77 ft	145.00
27. Strand rods 7 @ \$26.57	185.99

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