INTERLOCAL AGREEMENT BETWEEN NORTH TEXAS TOLLWAY AUTHORITY AND CITY OF CLEBURNE FOR FUNDING RAMPIMPROVEMENTS TO CHISHOLM TRAIL PARKWAY

THIS AGREEMENT ("Agreement") is made by and between the North Texas Tollway Authority ("NTTA"), and the City of Cleburne ("Cleburne").

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 366 authorizes NTTA to construct and operate turnpike projects and enter into interlocal agreements with governmental entities that wish to help fund NTTA turnpike projects; and

WHEREAS, NTTA is building a turnpike project in Tarrant and Johnson Counties known as the Chisholm Trail Parkway ("CTP"); and

WHEREAS, Cleburne has requested that NTTA allow Cleburne to fund ramp tie-ins at County Road 1125 (Industrial Blvd) to the CTP described in Exhibit A ("Project"); and

WHEREAS, Texas Government Code, Chapter 791, authorizes Cleburne to enter into an interlocal agreement with NTTA for this purpose; and

WHEREAS, NTTA agrees that building the Project using funding from Cleburne in an estimated amount of $946,831 through a change order ("Change Order") under NTTA's CTP design-build contract with Granite Construction Company ("Granite") is beneficial.

NOW, THEREFORE, NTTA and Cleburne agree as follows:

AGREEMENT

Article 1. Time Period Covered
This Agreement becomes effective when fully executed and will be in full force and effect until the Project described in Exhibit A has been completed and both parties have fully performed their obligations hereunder unless terminated as hereinafter provided.

Article 2. Project Funding and Work Responsibilities
In the Change Order, NTTA will authorize the performance of only those Project items of work for which Cleburne has requested and agreed to pay as described in Exhibits A and B.

No more than thirty (30) days after final execution of this Agreement, Cleburne shall remit its estimated financial share ($946,831) to NTTA via electronic funds transfer to the North Texas Tollway Authority Concentration Account for further credit to NTTA Special Projects System CTP Construction Fund. (See wiring instructions below). NTTA has no obligation to perform or authorize work on the Project until it receives the full amount of the estimated financial share from Cleburne.

WIRING INSTRUCTIONS:

NTTA Concentration Account
Wells Fargo Bank, NA
Acct# 4121938799
ABA# 121000248

Upon Project completion, NTTA will perform an audit of the Project costs. Any funds due to Cleburne or NTTA will be paid by the owing party within sixty (60) following completion of the audit. If the owing party fails to pay funds owing to the other party pursuant to the audit the other party may pursue any available legal remedy and, without limiting the foregoing, may offset the unpaid amount against any sums the other party owes the owing party under this Agreement or any other agreement in force now or in the future.

Article 3. Right of Access
If Cleburne is the owner of any part of the Project site, Cleburne shall permit NTTA and its authorized representatives and contractors access to the site to perform any activities required to execute the Project.

Article 4. Adjustments Outside the Project Site
Cleburne will convey to NTTA all necessary right-of-way and provide for all utility adjustments needed for the Project.

Article 5. Responsibilities of the Parties
NTTA and Cleburne agree that neither party is an agent, servant, or employee of the other party. Each party also agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange
Cleburne shall submit any information required by NTTA in the format directed by NTTA.

Article 7. Inspection and Conduct of Work
NTTA, at its own expense, will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be NTTA's sole responsibility. Unless otherwise specifically stated in Exhibit B, all work will be performed in accordance with the Texas Department of Transportation publication *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*, applicable special specifications approved by NTTA, and the design-build contract between NTTA and Granite.

Article 8. Increased Costs
The Project cost is estimated at $946,831. In the event that the funding in this amount provided by Cleburne will be insufficient to cover actual Project cost, Cleburne will pay NTTA the funds necessary to cover the anticipated additional cost. Within thirty (30) days after determining that additional funding is necessary NTTA will send Cleburne a written notification stating the amount of and reasons for the additional needed funding. Cleburne shall pay the additional needed funds to NTTA within thirty (30) days of its receipt of NTTA's written notification, unless otherwise agreed to by the parties.

If Cleburne does not pay the additional funds, NTTA, at its sole option, may either (a) pay from funds advanced by Cleburne and held by NTTA all Project costs owed by Cleburne and previously incurred under this Agreement, together with any additional costs NTTA incurs to secure and "safe up" any uncompleted portions of the Project, and return to Cleburne any remaining funds it advanced, or (b) elect to complete the Project and pay in accordance with this Agreement resulting Project costs from funds previously advanced by Cleburne, provided that any additional completion costs will be paid by NTTA and Cleburne will have no liability therefore.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives relating to the Project, including but not limited to those applicable to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than current state or federal regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Cleburne.

Article 9. Ownership/Maintenance
Upon completion of the Project, NTTA will own the Project, including associated real estate, and be responsible for Project maintenance from NTTA ROW to ROW line. Cleburne will be responsible for the Project maintenance on Industrial Blvd. in accordance with Cleburne's existing maintenance obligations. Cleburne at its expense will convey to NTTA any property necessary for the Project that is not currently owned by NTTA.

Article 10. Termination
This Agreement may be terminated in the following manner:

- by mutual written agreement of both parties; or
- by either party upon the failure of the other party to fulfill the obligations set forth herein and after the expiration of ten (10) business days following written notice to the defaulting party.

Article 11. Notices
All notices to either party by the other required by this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Cleburne:	**NTTA:**
Rick Holden – City Manager PO Box 677 10 N Robinson St. Cleburne, TX 76033	NTTA Executive Director North Texas Tollway Authority 5900 W. Plano Parkway Suite 200 Plano, Texas 75093

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 12. Controlling Agreement
If any term of this Agreement conflicts with the provisions of any existing agreement between Cleburne and NTTA, this Agreement shall control.

Article 13. Successors and Assigns
NTTA and Cleburne each binds itself and its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party in respect to this Agreement.

Article 14. Amendments
The parties may amend this Agreement only by mutual written consent.

Article 15. Signatory Warranty
The signatories to this Agreement warrant that each has the authority to enter into this agreement on behalf of the party he or she represent.

North Texas Tollway Authority

By_____ Date 9/17/13

Gerry Carrigan, Executive Director

City of Cleburne

By_____ Date 8/22/2013

Rick Holden, City Manager

EXHIBIT A

Project Description and Plan

Work to be performed includes the design and construction of new exit and entrance ramps from County Road 1125 (Industrial Boulevard) to the constructed Chisholm Trail Parkway (CTP) ramp bridges. Each ramp will be a single-lane concrete pavement with associated shoulders constructed in full compliance with NTTA requirements. The final configuration will tie into the existing County Road 1125 (Industrial Boulevard) with an asphalt intersection identical to other intersections on Section 6 of CTP. Work includes utility relocation, embankment construction, drainage elements, full concrete pavement section, asphalt pavement curb return tie-ins, lighting, striping, safety guardrail, signing, and seeding. The scope does not include improvements to County Road 1125 (Industrial Boulevard) and does not require gantries.

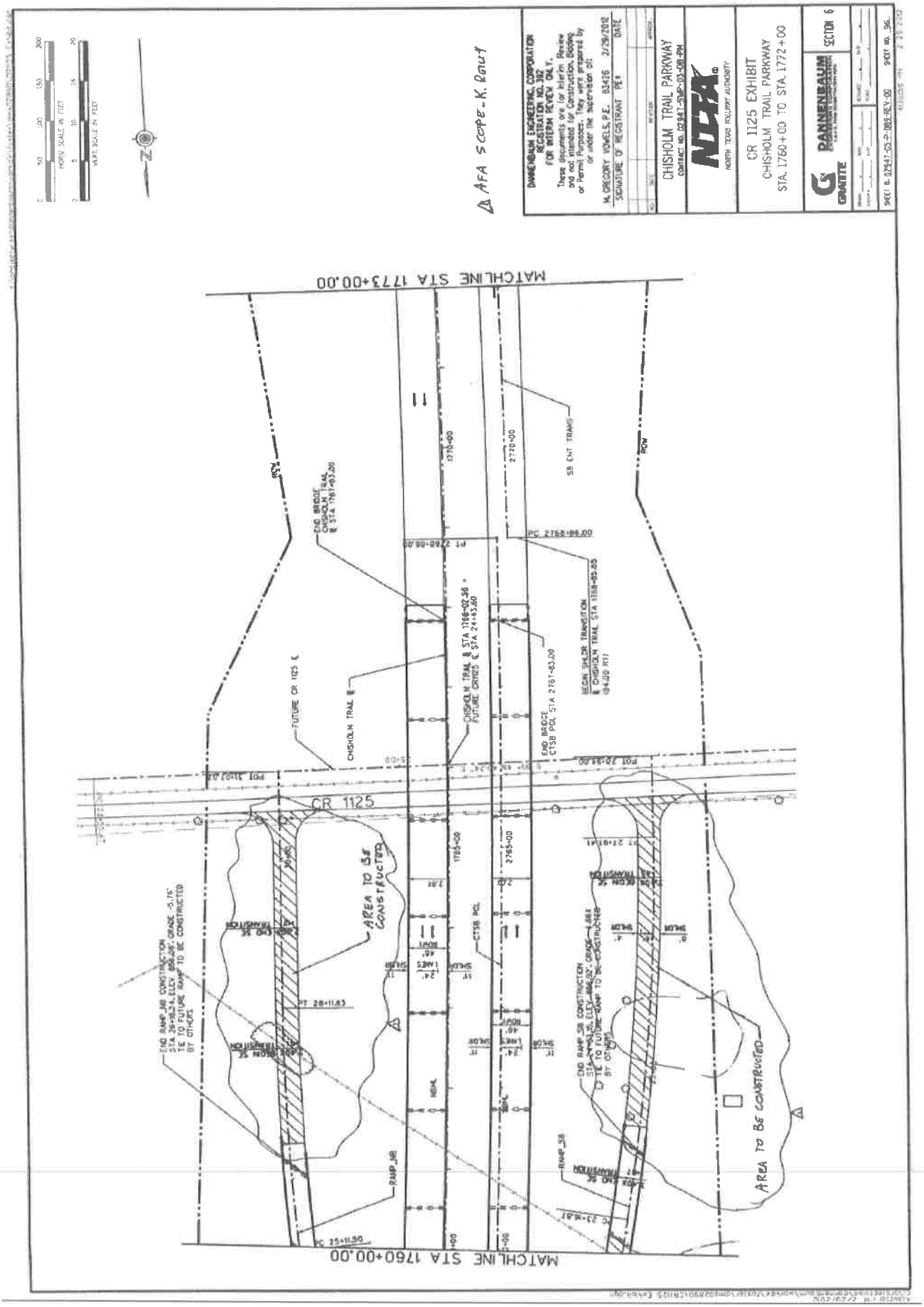
AFA SCOPE - K. Rout
DANNENBAUM ENGINEERING, CORPORATION
REGISTRATION NO. 302
FOR INTERIM REVIEW ONLY.
These documents are for Interim Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by or under the supervision of:
M. GREGORY VOWELS, P.E. 83426 2/29/2012
SIGNATURE OF REGISTRANT PE# DATE
CHISHOLM TRAIL PARKWAY
CONTRACT NO. 02947-SWP-03-08-PM
NTTA
NORTH TEXAS TOLLWAY AUTHORITY
CR 1125 EXHIBIT
CHISHOLM TRAIL PARKWAY
STA. 1760+00 TO STA. 1772+00
DANNENBAUM
GRANITE
SECTION 6
MATCHLINE STA 1773+00.00
MATCHLINE STA 1760+00.00
CR 1125
AREA TO BE CONSTRUCTED
AREA TO BE CONSTRUCTED
SB ENT TRANS
END BRIDGE CHISHOLM TRAIL ℄ STA 1767+83.00
CHISHOLM TRAIL ℄
FUTURE CR 1125 ℄
END BRIDGE CTSB PCL STA 2767+83.00
BEGIN SHLDR TRANSITION ℄ CHISHOLM TRAIL STA 1768+85.85 (84.00 RT)
CTSB PCL
RAMP_NB
RAMP_SB
PC 25+11.50
PT 28+11.83
PC 2768+86.00
1770+00
2770+00
1765+00
2765+00
ROW

EXHIBIT B

Payment Provision and Work Responsibilities

Cleburne will pay 100% of the cost of design and construction of ramp tie-ins at County Road 1125 to the Chisholm Trail Parkway.

Description	Total Estimate Cost	NTTA Participation		Local Participation	
		%	Cost	%	Cost
Engineering Plans and Construction *(description above)	$946,831	0%	$0.00	100%	$946,831
Subtotal	$946,831		$0.00		$946,831
TOTAL	**$946,831**		**0**		**$946,831**

Cleburne's Participation (100%) = $946,831

This is an estimate only. Final participation amounts will be based on actual charges to the Project.