

CITY SECRETARY
CONTRACT NO. 44231STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE
INSTALLATION AND REIMBURSEMENT FOR THE
OPERATION AND MAINTENANCE OF
TRAFFIC SIGNALS WITHIN A MUNICIPALITY**

THIS AGREEMENT by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the City of Fort Worth, Tarrant County, Texas, acting by and through its duly authorized officials, called the "City." This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. The City, acting by and through its duly authorized officers under Attachment "A", Ordinance / Resolution, dated November 6, 2012 which is attached to and made part of this agreement.

WITNESSETH

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the 14 day of December, 2007, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, in accordance with Texas Administrative Code: Title 43 Texas Administrative Code Section 25.5, on the 7th day of January, 2011, the State Highway and Public Transportation Commission, now the Texas Transportation Commission, passed Commission Minute Order No. 112570, authorizing the State to install, operate, and maintain traffic signals on:

- (a) highway routes not designated as full control of access inside the corporate limits of cities, having a population less than 50,000 (latest Federal Census); and
- (b) highways designated as full control of access in all cities; and

WHEREAS, the City has a population of more than 50,000 population according to the latest Federal Census; and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on EXHIBIT 3.

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**OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX**

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

AGREEMENT

Article 1. CONTRACT PERIOD

This Agreement voids all previous Agreements and Supplemental Agreements and becomes effective when fully executed by the City and the State and shall remain in force for a period of one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of both parties, or terminated as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

A. The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notion:

"Attachment No. to "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality," dated "mm/dd/yyyy". The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES

A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on EXHIBIT 1. Power costs shall be billed as specified in EXHIBIT 2, "Traffic Signal Maintenance and Operations Provisions."

B. The City will provide a trained staff to maintain and operate the traffic signals shown on EXHIBIT 1, and the State will reimburse the City at the flat rate shown in EXHIBIT 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.

- C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in EXHIBIT 2.
- D. The City shall maintain at least one log of all emergency calls and all routine maintenance.
- E. Routine maintenance will be performed by the City as specified in EXHIBIT 2.

Article 4. COMPENSATION

- A. The maximum amount payable under this Agreement is \$198,012.00 per year.
- B. Calculations for the above lump sum amount shall be shown in EXHIBIT 3, attached and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.
- C. The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. PAYMENT

- A. The State agrees to reimburse the City at the flat rate shown in EXHIBIT 3 for maintenance and operations costs for the traffic signals described in EXHIBIT 1. The City shall submit to the State Form 132, "Billing Statement," to the State on a quarterly basis. An original Form 132 or acceptable invoice and four copies shall be submitted to the following address: 2501 S.W. Loop 820, Fort Worth, TX 76133
- B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.
- C. The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.
- D. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the quarterly payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.
- E. Payment for the addition or deletion of a traffic signal installation shall be made by supplemental agreement.

Article 6. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 7. TERMINATION

- A. This Agreement may be terminated by any of the following conditions:
 - (1) By mutual agreement and consent of both parties.

- (2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation services for those traffic signal installations which the City has agreed to maintain and operate.
- (3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (4) By the City upon one hundred twenty (120) days written notice to the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. SUBLETTING

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. AMENDMENTS

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

Article 10. SUCCESSORS AND ASSIGNS

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

Article 11. LEGAL CONSTRUCTION

In the case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the

legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 13. DOCUMENTS

At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 14. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of the agreement.

APPROVED AS TO FORM AND LEGALITY:

THE CITY OF FORT WORTH

Executed on behalf of the City by:

By Fernando Costa

Date 1/22/13

Typed or Printed Name and Title

Fernando Costa
Assistant City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By Brian R. Bault
Fort Worth District Engineer

Date 2-26-13

for

Attested by:
Mary J. Kayser
Mary J. Kayser, City Secretary



ATTACHMENT "A"
Resolution/Ordinance – M&C No. C-25951



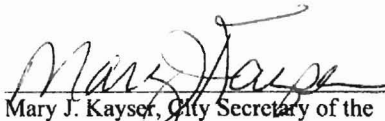
STATE OF TEXAS

§

COUNTIES OF TARRANT, DENTON, PARKER AND WISE §

I, MARY J. KAYSER, City Secretary of the City of Fort Worth, Texas do hereby certify that the above and foregoing is a true and correct copy of Mayor and Council Communication No. C-25951, duly presented and adopted by the City Council of the City of Fort Worth, Texas, at a regular meeting held on the 6th day of November, 2012, as same appears of record in the Office of the City Secretary.

WITNESS MY HAND and the Official Seal of the City of Fort Worth, Texas, this the 20th day of December, 2012.


Mary J. Kayser, City Secretary of the
City of Fort Worth, Texas



City Secretary's Office
City of Fort Worth ★ 1000 Throckmorton Street ★ Fort Worth, Texas 76102
(817) 392-6150 ★ FAX (817) 392-6196

City of Fort Worth, Texas

Mayor and Council Communication

COUNCIL ACTION: Approved on 11/6/2012

DATE: Tuesday, November 06, 2012

REFERENCE NO.: **C-25951

LOG NAME: 20TXDOT SIGNAL MAINTENANCE AGREEMENT

SUBJECT:

Authorize Execution of an Agreement Between the Texas Department of Transportation and the City of Fort Worth for Installation, Operation and Maintenance of Traffic Signals Located on State Rights-of-Way Within the Fort Worth City Limits at an Annual Cost to the State in the Amount of \$198,012.00 (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize the execution of the attached Agreement between the Texas Department of Transportation and the City of Fort Worth for the installation, operation, and maintenance of traffic signals located on State rights-of-way within the Fort Worth City limits at an annual cost to the State in the amount of \$198,012.00.

DISCUSSION:

In 1987, the Texas Transportation Commission revised the State's policy that permitted the Texas Department of Transportation (TxDOT) district offices to establish a method of reimbursement to cities over 50,000 population for the installation, operation, and maintenance of traffic signals located on State rights-of-way.

City Council approved M&C C-13942 on August 3, 1993. This Mayor and Council Communication authorized execution of an Agreement between TxDOT and the City of Fort Worth for TxDOT to pay a portion of the installation, operation and maintenance costs of 60 traffic signals within the Fort Worth City Limits at an annual cost to the State of \$113,484.00. Since this Agreement, there have been 12 supplemental Agreements to include additional signal locations.

Texas Department of Transportation is requesting a new Agreement to consolidate the previous contracts into one that will provide for shared costs for 100 signals throughout the city. Under this Agreement, the State will continue to partially reimburse the City for installation, operation, and maintenance of signalized intersections on State routes inside the corporate limits of the City.

The reimbursement rate ranges from \$25.00 to \$250.00 per month per location depending on the complexity of the signal equipment.

FISCAL INFORMATION / CERTIFICATION:

The Financial Management Services Director certifies that the Transportation/Public Works Department will be responsible for the collection and deposit of funds due to the City.

FUND CENTERS:

TO Fund/Account/Centers

GS93 451942 020930318010

FROM Fund/Account/Centers\$198,012.00

CERTIFICATIONS:**Submitted for City Manager's Office by:**

Fernando Costa (6122)

Originating Department Head:

Douglas W. Wiersig (7801)

Additional Information Contact:Alonzo Linan (7861)

ATTACHMENTS

1. City of Ft Worth Type R Agreement.pdf (Public)

EXHIBIT 1**Signalized Intersections on "Controlled Access Highways"****Located in the City of Fort Worth**

	CITY	HWY	LOCATION	TYPE	TYPE	MAP
1	FORT WORTH	IH 30	& Brentwood Stair Rd//Holt St.	ACTUATED SIGNALS	CONVENTIONAL	65W
2	FORT WORTH	IH 30	& Bridge St./Blue Lake Dr.	ACTUATED SIGNALS	CONVENTIONAL	65W
3	FORT WORTH	IH 30	& Henderson St.	ACTUATED SIGNALS	CONVENTIONAL	76H
4	FORT WORTH	SH 183	& Fairchild Dr.	ACTUATED SIGNALS	CONVENTIONAL	74A
5	FORT WORTH	SH 183	& Green Oaks Rd.	ACTUATED SIGNALS	CONVENTIONAL	74A
6	FORT WORTH	SH 183	& IH 30 EB Ramps/ Calmont Ave.	ACTUATED SIGNALS	CONVENTIONAL	74J
7	FORT WORTH	SH 183	& Ridgemar Meadow	ACTUATED SIGNALS	CONVENTIONAL	74A
8	FORT WORTH	SH 183	& W. Vickery Blvd.	ACTUATED SIGNALS	CONVENTIONAL	74X
9	FORT WORTH	SH 183	& Garza Ave.	ACTUATED SIGNALS	CONVENTIONAL	74S
10	FORT WORTH	SH 183	& Overhill Rd.	ACTUATED SIGNALS	CONVENTIONAL	74W
11	FORT WORTH	SH 199	& N. Surfside Dr.	ACTUATED SIGNALS	CONVENTIONAL	45Q
12	FORT WORTH	SH 199	& Roadrunner Circle	ACTUATED SIGNALS	CONVENTIONAL	45P
13	FORT WORTH	US 287	& Miller Ave./Wilbarger St.	ACTUATED SIGNALS	CONVENTIONAL	78D

1	FORT WORTH	IH 30	& Bridgewood Dr./Bridge St Connection	ACTUATED SIGNALS	TEE	66W
2	FORT WORTH	IH 30	& Camp Bowie Blvd.	ACTUATED SIGNALS	TEE	75J
3	FORT WORTH	IH 820	SB FTG & Quebec St..	ACTUATED SIGNALS	TEE	60B
4	FORT WORTH	US 287	& Vaughn Blvd	ACTUATED SIGNALS	TEE	77T

1	FORT WORTH	IH 20	& Crowley Rd./FM 731	DIAMOND	ONE CONTROLLER	90U
2	FORT WORTH	IH 20	& Edgecliff Rd./Hemphill St.	DIAMOND	ONE CONTROLLER	90V
3	FORT WORTH	IH 20	& James St.	DIAMOND	ONE CONTROLLER	90U
4	FORT WORTH	IH 20	& McCart Ave.	DIAMOND	ONE CONTROLLER	90T
5	FORT WORTH	IH 20	& Oak Grove Rd.	DIAMOND	ONE CONTROLLER	91Q
6	FORT WORTH	IH 20	& Old Granbury Rd.	DIAMOND	ONE CONTROLLER	89Q
7	FORT WORTH	IH 20	& S. Hulen St.	DIAMOND	ONE CONTROLLER	89J
8	FORT WORTH	IH 20	& South Dr.	DIAMOND	ONE CONTROLLER	89J
9	FORT WORTH	IH 20	& Trail Lake Dr.	DIAMOND	ONE CONTROLLER	89R
10	FORT WORTH	IH 30	& Ashland Ave.	DIAMOND	ONE CONTROLLER	75L
11	FORT WORTH	IH 30	& Bryant Irvin Road N./ Gifford Rd.	DIAMOND	ONE CONTROLLER	74M
12	FORT WORTH	IH 30	& Cooks Ln.	DIAMOND	ONE CONTROLLER	67W
13	FORT WORTH	IH 30	& Eastchase Parkway	DIAMOND	ONE CONTROLLER	67X
14	FORT WORTH	IH 30	& Forest Park Blvd.	DIAMOND	ONE CONTROLLER	76F
15	FORT WORTH	IH 30	& Hulen St.	DIAMOND	ONE CONTROLLER	75K
16	FORT WORTH	IH 30	& Lackland Rd./Green Oaks Rd.	DIAMOND	ONE CONTROLLER	74E
17	FORT WORTH	IH 30	& Las Vegas Trail	DIAMOND	ONE CONTROLLER	73F
18	FORT WORTH	IH 30	& Montgomery St.	DIAMOND	ONE CONTROLLER	75M
19	FORT WORTH	IH 30	& Ridglea Ave./Ridgmar Blvd.	DIAMOND	ONE CONTROLLER	74K
20	FORT WORTH	IH 30	& Roaring Springs Rd./Horne St.	DIAMOND	ONE CONTROLLER	74M
21	FORT WORTH	IH 30	& S. Cherry Ln.	DIAMOND	ONE CONTROLLER	73G
22	FORT WORTH	IH 30	& Summit Ave.	DIAMOND	ONE CONTROLLER	76G
23	FORT WORTH	IH 35W	& Allen Ave.	DIAMOND	ONE CONTROLLER	77P

EXHIBIT 1**Signalized Intersections on "Controlled Access Highways"****Located in the City of Fort Worth**

	CITY	HWY	LOCATION	TYPE	TYPE	MAP
24	FORT WORTH	IH 35W	& Altamesa Blvd	DIAMOND	ONE CONTROLLER	91X
25	FORT WORTH	IH 35W	& Berry St.	DIAMOND	ONE CONTROLLER	77X
26	FORT WORTH	IH 35W	& E. Felix St.	DIAMOND	ONE CONTROLLER	91P
27	FORT WORTH	IH 35W	& E. Vickery Blvd.	DIAMOND	ONE CONTROLLER	77F
28	FORT WORTH	IH 35W	& Everman Pkwy.	DIAMOND	ONE CONTROLLER	105K
29	FORT WORTH	IH 35W	& Golden Triangle	DIAMOND	ONE CONTROLLER	21K
30	FORT WORTH	IH 35W	& Hattie	DIAMOND	ONE CONTROLLER	77F
31	FORT WORTH	IH 35W	& Meacham Blvd.	DIAMOND	ONE CONTROLLER	49Q
32	FORT WORTH	IH 35W	& Morningside Dr.	DIAMOND	ONE CONTROLLER	77T
33	FORT WORTH	IH 35W	& N. Tarrant Pkwy.	DIAMOND	ONE CONTROLLER	35B
34	FORT WORTH	IH 35W	& North Side Dr./Yucca Ave.	DIAMOND	ONE CONTROLLER	63K
35	FORT WORTH	IH 35W	& Ripy Ave.	DIAMOND	ONE CONTROLLER	91B
36	FORT WORTH	IH 35W	& Seminary Dr.	DIAMOND	ONE CONTROLLER	91K
37	FORT WORTH	IH 35W	& Sycamore School Rd.	DIAMOND	ONE CONTROLLER	105F
38	FORT WORTH	IH 35W	& W. Rosedale St.	DIAMOND	ONE CONTROLLER	77K
39	FORT WORTH	IH 35W	& Western Center	DIAMOND	ONE CONTROLLER	35Y
40	FORT WORTH	IH 35W	& Heritage Tace Pkwy.	DIAMOND	ONE CONTROLLER	21X
41	FORT WORTH	IH 35W	& SH 170	DIAMOND	ONE CONTROLLER	7Y
42	FORT WORTH	IH 820	& Beach St. N.	DIAMOND	ONE CONTROLLER	50E
43	FORT WORTH	IH 820	& Berry St.	DIAMOND	ONE CONTROLLER	79Y
44	FORT WORTH	IH 820	& Brentwood Stair Road	DIAMOND	ONE CONTROLLER	66W
45	FORT WORTH	IH 820	& Bridge St./John T. White	DIAMOND	ONE CONTROLLER	66S
46	FORT WORTH	IH 820	& Marine Creek Parkway	DIAMOND	ONE CONTROLLER	47O
47	FORT WORTH	IH 820	& Meadowbrook Dr.	DIAMOND	ONE CONTROLLER	79D
48	FORT WORTH	IH 820	& Ramey	DIAMOND	ONE CONTROLLER	79R
49	FORT WORTH	IH 820	& Randol Mill Road	DIAMOND	ONE CONTROLLER	79M
50	FORT WORTH	IH 820	& Silver Creek	DIAMOND	ONE CONTROLLER	59N
51	FORT WORTH	IH 820	& SP 303(Rosedale St.)	DIAMOND	ONE CONTROLLER	66N
52	FORT WORTH	IH 820	& Sun Valley	DIAMOND	ONE CONTROLLER	93K
53	FORT WORTH	SH 121	& Beach St. N.	DIAMOND	ONE CONTROLLER	64N
54	FORT WORTH	SH 121	& Riverside Dr.	DIAMOND	ONE CONTROLLER	63V
55	FORT WORTH	SH 121	& Sylvania Ave. S	DIAMOND	ONE CONTROLLER	63U
56	FORT WORTH	SH 170	& Alta Vista Blvd.	DIAMOND	ONE CONTROLLER	8T
57	FORT WORTH	SH 183	& Bryant Irvin Rd.	DIAMOND	ONE CONTROLLER	88H
58	FORT WORTH	SH 183	& SPUR 580 (Camp Bowie Blvd W.)	DIAMOND	ONE CONTROLLER	74N
59	FORT WORTH	SH 199	& Nine Mile Bridge Rd.	DIAMOND	ONE CONTROLLER	44G
60	FORT WORTH	SH 199	& Tenderfoot Trail/Hanger Cutoff Rd.	DIAMOND	ONE CONTROLLER	30W
61	FORT WORTH	SH 360	& Trinity Blvd.	DIAMOND	ONE CONTROLLER	56T
62	FORT WORTH	US 287	& Berry St.	DIAMOND	ONE CONTROLLER	77T
63	FORT WORTH	US 287	& E. Rosedale St.	DIAMOND	ONE CONTROLLER	77M
64	FORT WORTH	US 287	& E. Vickery Blvd.	DIAMOND	ONE CONTROLLER	77H

EXHIBIT 1**Signalized Intersections on "Controlled Access Highways"****Located in the City of Fort Worth**

	CITY	HWY	LOCATION	TYPE	TYPE	MAP
65	FORT WORTH	US 287	& S. Riverside Dr.	DIAMOND	ONE CONTROLLER	77H
1	FORT WORTH	IH 20	& Bryant Irvin Rd.	DIAMOND	TWO CONTROLLERS	88M
2	FORT WORTH	IH 20	& Campus Dr.	DIAMOND	TWO CONTROLLERS	92S
3	FORT WORTH	IH 30	& Beach Street	DIAMOND	TWO CONTROLLERS	78A
4	FORT WORTH	IH 30	& Bridgewood Dr.	DIAMOND	TWO CONTROLLERS	66W
5	FORT WORTH	IH 30	& Oakland Blvd.	DIAMOND	TWO CONTROLLERS	64Z
6	FORT WORTH	IH 30	& University Dr./Vickery Blvd	DIAMOND	TWO CONTROLLERS	76J
7	FORT WORTH	IH 35W	& FM 1187(Rendon-Crowley Rd.)	DIAMOND	TWO CONTROLLERS	119K
8	FORT WORTH	IH 35W	& SH 183 (28Th St.)	DIAMOND	TWO CONTROLLERS	63K
9	FORT WORTH	IH 35W	& Basswood Blvd	DIAMOND	TWO CONTROLLERS	35P
10	FORT WORTH	IH 820	& Clifford St.	DIAMOND	TWO CONTROLLERS	59S
11	FORT WORTH	IH 820	& Mark IV Pkwy	DIAMOND	TWO CONTROLLERS	49F
12	FORT WORTH	IH 820	& SPUR 580 (Camp Bowie West)	DIAMOND	TWO CONTROLLERS	72R
13	FORT WORTH	IH 820	& Trinity Blvd	DIAMOND	TWO CONTROLLERS	66A
14	FORT WORTH	IH 820	& White Settlement Rd.	DIAMOND	TWO CONTROLLERS	59W
15	FORT WORTH	SH 170	& Independence Pkwy.	DIAMOND	TWO CONTROLLERS	9J
16	FORT WORTH	SH 170	& Park Vista Pkwy.	DIAMOND	TWO CONTROLLERS	8R
17	FORT WORTH	SH 183	& Amon Carter Blvd.	DIAMOND	TWO CONTROLLERS	56L
1	FORT WORTH	US 287	& Erath St.	FLASHER		78Y

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.
2. Inspect the highway traffic signal system a minimum of once every 12 (twelve) months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted. Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 (twelve) months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well-kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Group relamp and incandescent lamps of all highway traffic signal heads at the expiration of the average rated lamp life or replace the lamps on a burn out basis.
11. Repair or replace any and all equipment that malfunctions or is damaged.
12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.

13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 (twenty-four) hours a day, including Saturdays, Sundays, and holidays.
14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
15. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.
16. Check cabinet filter a minimum of once every 6 (six) months and clean if necessary. Cabinet filter shall be replaced every 2 (two) years.
17. Document all checks and corrective actions in a separate log book for each intersection.
18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods of nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway mainlanes.

Power costs shall be billed directly to the State.

EXHIBIT 3**Cost Summary of Signalized Intersections****City of Fort Worth**

Actuated Signals at Conventional Intersections shall be reimbursed at \$1704.00 per intersection per year.

Calculations: $\$142.00/\text{month} \times 12 = \$1704.00/\text{year}$
 $\$1704.00 \times 13 \text{ intersections} = \$22,152.00/\text{year}$

Actuated Signals at Tee Intersections shall be reimbursed at \$1500.00 per intersection per year.

Calculations: $\$125.00/\text{month} \times 12 = \$1500.00/\text{year}$
 $\$1500.00 \times 4 \text{ intersections} = \$6000.00/\text{year}$

Diamond Interchange Signals with one controller shall be reimbursed at \$1824.00 per intersection per year.

Calculations: $\$152.00/\text{month} \times 12 = \$1824.00/\text{year}$
 $\$1824.00 \times 65 \text{ intersections} = \$118,650.00/\text{year}$

Diamond Interchange Signals with two or more controllers shall be reimbursed at \$3000.00 per intersection per year.

Calculations: $\$250.00/\text{month} \times 12 = \$ 1500.00/\text{year}$
 $\$1500.00 \times 17 \text{ intersections} = \$ 51,000.00/\text{year}$

Overhead Flashing Beacons shall be reimbursed at \$300.00 per intersection per year.

Calculations: $\$25.00/\text{month} \times 12 = \$300.00/\text{year}$
 $\$300.00 \times 1 \text{ intersection} = \$300.00/\text{year}$

EXHIBIT 3**Cost Summary of Signalized Intersections****City of Fort Worth**

Cost Summary of signalized intersections on State Highways within the City of Fort Worth.

TYPE OF SIGNAL	MONTHLY COST	QUANTITY	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Conventional	\$142.00	13	\$1,846.00	\$22,152.00
Tee	\$125.00	4	\$500.00	\$6,000.00
Diamond w/one Controller	\$152.00	65	\$9,880.00	\$118,560.00
Diamond w/two Controllers	\$250.00	17	\$4,250.00	\$51,000.00
Flasher	\$25.00	1	\$25.00	\$300.00
	TOTALS:	100	\$16,501.00	\$198,012.00