

Fort Worth
Fully Executed
(Fort Worth Agreement)

MEMORANDUM

TO: Mr. Wallace Ewell
Fort Worth District Office

DATE: September 8, 1993

FROM: Gary K. Trietsch, P.E.

Originating Office
D-18TE

SUBJECT: Traffic Signal Agreement - Type R
County : Tarrant

Attached for your file and distribution is one signed copy of the subject agreement executed between the State and the City of Fort Worth.

An original agreement has been sent to the Division of Construction and Contract Administration for their files. A copy of this agreement is being retained for the files of the Traffic Engineering Section of the Division of Maintenance and Operations.



LW:cn
Attachment

SEP 14 1993

| | |
|---|---|
| DISTRICT 2 TRAFFIC OPERATIONS GROUP | |
| <input checked="" type="checkbox"/> DTO | <input checked="" type="checkbox"/> DTE |
| ADMIN | TRAF SAFE |
| SIGNALS | SIG SHOP |
| SIGNS | COUR PATR |
| TRAF MGT | BICYCLES |
| TRAF OPS | AUTOMATION |
| RR | |
| COMMENTS: | |

JERRY M. GIBBS

| | | |
|--|---|-------------------------------|
| TEXAS DEPT. OF TRANS. FORT WORTH, TEXAS | | |
| Distribution | _____ | |
| Remarks | _____ | |
| SEP 14 1993 | | |
| DE <input type="checkbox"/> | DM <input type="checkbox"/> | WHSE <input type="checkbox"/> |
| DDE <input type="checkbox"/> | DC <input type="checkbox"/> | LAB <input type="checkbox"/> |
| DA <input type="checkbox"/> | DTO <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| TPD <input type="checkbox"/> | ROW <input type="checkbox"/> | <input type="checkbox"/> |

93 AUG 1

Contract No. 19811

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

This AGREEMENT made by and through the State of Texas acting by and through the Texas Department of Transportation, hereinafter called the "State" and the City of Fort Worth, hereinafter called the "City," acting by and through its duly authorized officers, as evidenced by Resolution/Ordinance No. M&C C-13942, executed on August 3, 1993, hereinafter acknowledged by reference.

W I T N E S S E T H

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the 16th day of August, 1993, 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 27th day of May, 1987, the State Highway and Public Transportation Commission now the Texas Transportation Commission passed Commission Minute Order No. 85777, 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

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TEX.

(latest Federal Census); and (b) highways designated as full control of access in all cities; and

WHEREAS, the City has a population of ^{more} ~~(over/less)~~ 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.

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:

A G R E E M E N T

Article 1. Contract Period

This Agreement 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 plans containing the following notation:

"Attachment No. _____ to special Agreement for construction, maintenance and operation of traffic signals within municipality, dated 9-10-93 .

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," attached hereto and made a part of this Agreement.

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 \$ 113,484.00 per year.

B. Calculations for the above lump sum amount shall be shown in EXHIBIT 3, attached hereto 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 operation costs for the traffic signals described in EXHIBIT 1. The City shall submit to the State Form 132, "Billing Statement," or an invoice statement acceptable to the State on a (~~monthly~~/quarterly/~~annual~~ basis). An original Form 132 or acceptable invoice and four copies shall be submitted to the following address:

Texas Department of Transportation
P. O. Box 6868
Fort Worth, Texas 76115

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 accident or act of God and requiring emergency replacement of major equipment shall not be included in the (~~MONTHLY~~/ quarterly/~~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

To the extent permitted by law, the City shall indemnify and save harmless the State, its agents or employees, from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance, or failure of performance by the City, its agents, officers and employees, under 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. Any 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 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. 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.

Article 13. Gratuities

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to Departmental employees, except as mentioned hereabove. Failure on the part of the City to adhere to this policy may result in the termination of this contract.

IN WITNESS WHEREOF, the parties have executed duplicate counterparts to effectuate this Agreement.

The City of: Fort Worth

By: Will Broome
(Name)

Assistant City Manager
(Title)

August 4, 1993
(Date)

ATTEST:
Allen Church
City Secretary

APPROVED AS TO FORM AND LEGALITY:
[Signature]
Assistant City Attorney

THE STATE OF TEXAS

Certified as being executed for the purpose and affect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

By: [Signature]
Traffic Operations Engineer

Date: 9/10/93

C-13942
Contract Authorization
8-3-93
Date

EXHIBIT I

SIGNALIZED INTERSECTIONS ON STATE HIGHWAYS LOCATED WITHIN THE CITY
OF FORT WORTH

LOCATION

TYPE OF SIGNAL

I.

CROSS

1. IH30 & Henderson St.
2. US287 with Berry/Vaughn
3. US287 with Miller/Wilbarger
4. SH183 & Vickery Blvd.
5. IH30 Ramp with University & Vickery

II.

DIAMOND WITH ONE CONTROLLER

1. IH20 & Hulen St.
2. IH20 & South Dr.
3. IH20 & Trail Lake Dr.
4. IH20 & McCart Ave.
5. IH20 & Hemphill St.
6. IH30 & Las Vegas Tr.
7. IH30 & Cherry Ln.
8. IH30 & Green Oaks
9. IH30 & Ridglea/Ridgmar
10. IH30 & Horne St.
11. IH30 & Hulen St.
12. IH30 & Montgomery St.
13. IH30 & Forest Park Blvd.
14. IH30 & Oakland Blvd.
15. IH35 & Western Center
16. IH35 & North Side Dr.
17. IH35 & Lancaster Ave.
18. IH35 & Vickery Blvd.
19. IH35 & Rosedale St.
20. IH35 & Allen St.
21. IH35 & Morningside Dr.
22. IH35 & Berry St.

EXHIBIT I

SIGNALIZED INTERSECTIONS ON STATE HIGHWAYS LOCATED WITHIN THE CITY
OF FORT WORTH (cont.'d)

LOCATION

TYPE OF SIGNAL

23. IH35 & Seminary Dr.
24. IH35 & Felix St.
25. IH35 & Everman Rd.
26. IH820 & Brentwood Stair
27. IH820 & Meadowbrook Dr.
28. IH820 & Sp 303 (Rosedale)
29. US287 & Vickery Blvd.
30. US287 & Rosedale St.
31. US287 & Riverside Dr.
32. SH121 & Sylvania St.
33. SH121 & Riverside Dr.
34. SH121 & Beach St.
35. SH183 & Bryant Irvin Rd.
36. SH360 & Trinity Blvd.

III.

DIAMOND WITH TWO CONTROLLERS

1. IH20 & Bryant Irvin Rd.
2. IH20 & Campus Dr.
3. IH30 & Beach St.
4. IH35 & SH 183/28th St.
5. IH820 & Trinity Blvd.
6. IH820 & US80 (West)
7. IH820 & Clifford St.
8. IH820 & W. Settlement Rd.

IV.

FLASHER

1. US287 & Erath St.

V.

HALF-DIAMOND (Tee)

1. IH20 & FM731 (North)
2. IH20 & FM 731 (South)
3. IH20 & James St. (North)
4. IH20 & James St. (South)
5. IH30 & Camp Bowie Blvd.
6. IH30 & University Dr.
7. IH30 & Brentwood Stair
8. US287 & Berry St.
9. US287 & Vaughn Blvd.
10. SH183 & Amon Carter (Northside)

EXHIBIT 2.

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating agency agrees to:

1. Lamps shall be replaced as outages are reported or detected in routine maintenance of signal system. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal posts and controller pedestals and foundations in alignment.
3. Keep signal posts and controller pedestals tight on foundations.
4. Keep signal heads aligned and controller cabinets tight on their pedestals and properly adjusted.
5. Check the controllers, conflict monitors, loop amplifiers, relays, and detectors a minimum of once every six months to ascertain that they are functioning properly and make all necessary repairs and replacements.
6. Keep interior of controller cabinets in a neat and clean condition at all times.
7. Clean cabinet, reflectors, lenses, and replace lamps a minimum of once every thirty months.
8. Repaint all highway traffic signal components exposed to weather with a non-lead based paint a minimum of once every five years. Plastic signal heads and galvanized and aluminum components are excluded.
9. Repair and/or replace any and all equipment that malfunctions or is damaged. Excluded from this is the replacement of obsolete equipment, equipment that is damaged beyond repair, and equipment that has been damaged by sources not under the City's control. The City will be reimbursed for any damages as a result of an accident, damage by contractors, or for the relocation of any equipment requested by the State.

10. Provide alternate traffic control equipment during a period when the equipment must be repaired. This may be accomplished through installation of spare equipment, placing the intersection on flash, manually operating the controller, setting the timing until repairs can be made, or manually directing traffic through the use of proper authorities and in accordance with the Texas manual on Uniform Traffic Control Devices.
11. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays and holidays.
12. Provide the State and local law enforcement agencies the location and telephone number for emergency maintenance.
13. Document observations by trained City personnel of traffic signal operation at each traffic signal to assure fair distribution of time for all traffic movements (phases) during varying traffic conditions.
14. Check cabinet filter a minimum of one every six months and clean if necessary. Cabinet filter shall be replaced every two (2) years.
15. Document all observations, maintenance performed and corrective actions.
16. Repair or replace any vehicle loop detectors that have failed within ten (10) working days of notification. This is contingent that the road surface is suitable for the detector to be replaced. It will not be the responsibility of the City to repair the road surface before replacing the detector.

NOTE: Power cost shall be billed directly to the State.

EXHIBIT 3

Actuated Signals at conventional intersections (cross) intersections shall be reimbursed at \$1,704.00 per intersection per year.

Calculations: $\$142.00/\text{mo.} \times 12 \text{ months} = \$1,704.00/\text{yr.}$

Diamond Interchange Signals with one controller shall be reimbursed at \$1,824.00 per intersection per year.

Calculations: $\$152.00/\text{mo.} \times 12 \text{ months} = \$1,824.00/\text{yr.}$

Diamond Interchange signals with two or more controllers shall be reimbursed at \$3,000.00 per intersection per year.

Calculations: $\$250.00/\text{mo.} \times 12 \text{ months} = \$3,000.00/\text{yr.}$

Sign Mounted Flashers shall be reimbursed at \$300.00 per unit per year.

Calculations: $\$25.00/\text{mo.} \times 12 \text{ months} = \$300.00/\text{yr.}$

Half-Diamond (Tee) intersections shall be reimbursed at \$1,500.00 per year.

Calculations: $\$125.00/\text{mo.} \times 12 \text{ months} = \$1,500.00/\text{yr.}$

EXHIBIT 3

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

| ITEM | TYPE OF SIGNAL | MONTHLY COST | QTY. | TOTAL MONTHLY COST | TOTAL ANNUAL COST |
|------|---------------------------|--------------|------|--------------------|-------------------|
| I. | Cross | \$142.00 | 5 | \$710.00 | \$8,520.00 |
| II. | Diamond w/one Controller | 152.00 | 36 | 5,472.00 | 65,664.00 |
| III. | Diamond w/two Controllers | 250.00 | 8 | 2,000.00 | 24,000.00 |
| IV. | Flasher | 25.00 | 1 | 25.00 | 300.00 |
| V. | Half-diamond (Tee) | 125.00 | 10 | 1,250.00 | 15,000.00 |
| | | | 60 | 9,457.00 | 113,484.00 |

quarter = \$28,371.00

STER 11.F-1
COUNTING-2
TRANSPORTATION/PUBLIC WORKS-4
OPER ADMINISTRATION
ENGINEERING

City of Fort Worth, Texas

Mayor and Council Communication

| | | | |
|-------------------------|---|-----------------------------|-----------------------|
| DATE 08/03/93 | REFERENCE NUMBER **C-13942 | LOG NAME 20TEXDOT | PAGE 1 of 2 |
| SUBJECT | APPROVAL OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS ON FREEWAYS WITHIN THE CITY OF FORT WORTH | | |

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an agreement with the Texas Department of Transportation (TexDOT) for the installation, operation and maintenance of certain traffic signals within the Fort Worth City Limits at a first year cost to the State of \$113,484.00.

DISCUSSION:

For many years, the operation and maintenance of traffic signals serving freeways within the city limits of Fort Worth has been performed by the City. However, in concert efforts with other municipalities throughout Texas, have resulted in a change in the State's portion which resulted in a fair and equitable procedure for the State to reimburse Cities over 50,000 population for this work. The State has had full financial responsibility for signal maintenance and operation in Cities under 50,000 population. In 1987, The Texas Transportation Commission revised the State's policy that permitted the TexDOT district offices to establish a method of reimbursement to Cities over 50,000 population. However no funds were allocated to the district offices for this purpose. Effective beginning September 1, 1993, the TexDOT District 2 office has allocated funds within their budget to reimburse the City for this work.

Under this agreement the State, using a flat rate per intersection, will reimburse the City for the maintenance and operation of traffic signals at 60 intersections within the city limits. The reimbursement rate ranges from \$25 to \$250 per month per intersection depending on the complexity of the signal equipment and the amounts were based on an average of the City's cost to operate and maintain signals in prior years. The State will be permitted to audit our operating and maintenance expenditures in future years so that it can determine the validity of the flat rates established in this agreement. The first year's funding from the State for this work will total \$113,484.00.

The Transportation and Public Works department will be responsible to collecting and depositing funds received under this agreement.

City of Fort Worth, Texas

Mayor and Council Communication

| | | | |
|-------------------------|---|-----------------------------|-----------------------|
| DATE 08/03/93 | REFERENCE NUMBER **C-13942 | LOG NAME 20TEXDOT | PAGE 2 of 2 |
| SUBJECT | APPROVAL OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS ON FREEWAYS WITHIN THE CITY OF FORT WORTH | | |

FISCAL INFORMATION:

Funds to cover the City's costs for providing these services will be made in quarterly payments by the State deposited in the Contract Maintenance Fund for Freeway Signals.

MG:v

| Submitted for City Manager's Office by: | FUND | ACCOUNT | CENTER | AMOUNT | CITY SECRETARY |
|--|--------|---------|--------------|--------------|--|
| Mike Groomer 6140 | (to) | | | | APPROVED CITY COUNCIL AUG 3 1993 <i>Alice Church</i> City Secretary of the City of Fort Worth, Texas |
| | GS93 | 539120 | 020930318010 | \$113,484.00 | |
| Originating Department Head: Gary Santerre 7804 | | | | | |
| | (from) | | | | |
| | | TXDOT | sources | \$113,484.00 | |
| For Additional Information Contact: Gary Santerre 7804 | | | | | |

THE STATE OF TEXAS

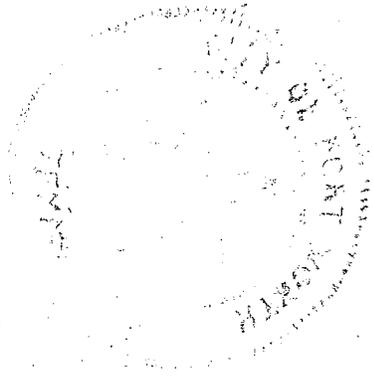
¶

COUNTIES OF TARRANT AND DENTON

¶

I, Alice Church, City Secretary of the City of Fort Worth, Texas, do hereby certify that the above and foregoing is a true and correct copy of M&C C-13942 duly presented, approved, and authorized by the City Council of the City of Fort Worth, Texas, at a regular session held on the 3rd day of August, A.D. 1993, as same appears of record in the Office of the City Secretary.

WITNESS MY HAND and Official Seal of the City of Fort Worth, Texas, this the 2nd day of September, A.D. 1993.



Alice Church
City Secretary of the
City of Fort Worth, Texas