

**SIGNALIZATION AND MAINTENANCE AGREEMENT**  
(DNT 317)

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §

THIS AGREEMENT, by and between the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas, hereinafter identified as the "Authority," and the CITY OF PLANO, a Texas municipal corporation, hereinafter identified as the "City," is to be effective as of the 11<sup>th</sup> day of August, 1998.

**W I T N E S S E T H**

WHEREAS, the Authority constructs, operates, maintains, and periodically improves and modifies toll turnpike projects in certain counties in North-Central Texas, all in conformance with the provisions of Chapter 366, Texas Transportation Code, as amended, (the "Regional Tollway Authority Act"); and

WHEREAS, the Authority proposes to design, construct, and operate the President George Bush Turnpike, hereinafter referred to as the "Turnpike," following the planned route of SH190 from its eastern terminus at IH30 in eastern Dallas County to its western terminus at West Belt Line Road in Irving, with a portion of the Turnpike being situated within the municipal limits of the City, all in conformance with the terms of: (i) a Trust Agreement dated as of July 1, 1989, as supplemented by six (6) Supplemental Trust Agreements, pertaining to the issuance of Texas Turnpike Authority Dallas North Tollway System Revenue Bonds, Series 1995 (President George Bush Turnpike), to pay a portion of the costs of the construction of the Turnpike, and (ii) the provisions of the Regional Tollway Authority Act, said Turnpike being designed, constructed and operated as an extension and

enlargement of the "turnpike project" (as that term is defined in the Regional Tollway Authority Act) known as the "Dallas North Tollway"; and

**WHEREAS**, the Authority has retained HNTB Corporation to serve as general consulting engineer for the Turnpike, said HNTB Corporation being hereinafter called the "Consulting Engineer" (with that term being further defined in the Trust Agreement) to represent and assist the Authority in the planning, design, review and coordination of the design and construction phases of the Turnpike; and

**WHEREAS**, the Authority has retained the engineering firm of Shimek, Jacobs and Finklea and the engineering firm of Ratnala and Bahl, Inc., (said firms being hereinafter collectively referred to as "Section Engineer(s)") to prepare plans and specifications for the construction of the Turnpike (the "Turnpike Plans"), which will provide for the construction of toll lanes, approaches, interchanges, ramps, toll facilities, bridges, buildings and the modification of existing pavement and structures, all to be operated and maintained by the Authority; and

**WHEREAS**, the Authority has retained the firm and Brown and Root, Inc., (hereinafter called the "Construction Manager") to provide the Authority with complete and comprehensive construction management engineering services as to the construction of the Turnpike; and

**WHEREAS**, the Texas Department of Transportation ("TxDOT") has designed and constructed Service Roads, eastbound and westbound along the Turnpike route and within the north and south Turnpike right-of-way limits within the City as shown on Exhibit C, which Service Roads abut, but are not a part of, the Turnpike being constructed by the Authority; and

**WHEREAS**, the City has requested that the Authority provide funding for traffic signalization systems at the hereinafter specified intersections of City streets intersecting with the Turnpike and the Service Roads within the City; and

**WHEREAS**, the Authority has requested that the City assume responsibility for the design, issuance of plans and specifications, taking of bids, award of contracts and purchase orders and the installation, testing, maintenance and supervision of traffic signalization work required in connection with the construction of the Turnpike, subject to certain reimbursement obligations of the Authority; and the Authority has requested that the City acknowledge that the Authority has no responsibility for the operation, maintenance, regulation and public safety functions along the westbound and eastbound Service Roads abutting the Turnpike and situated within the municipal limits of the City, all in conformance with this Agreement; and

**WHEREAS**, the City is a Texas home rule municipal corporation with all of the authority and powers related thereto as prescribed by the laws of the State of Texas; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one or more state agencies to perform governmental functions and services under the terms thereof, and the Authority and the City have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the design, construction, maintenance and operation of the Turnpike and the Service Roads in the City, including, but not limited to, certain agreements concerning the installation of traffic signalization equipment within the municipal limits of the City.

#### **AGREEMENT**

**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, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Authority and the City agree as follows:

**ARTICLE I.  
SIGNALIZATION**

**A. The Signalization Work.**

The City, in conformity with the Turnpike Plans, shall design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders and shall install, test, supervise and maintain (or cause the same to be done) traffic signalization systems at the City street intersections with the Turnpike and Service Roads described on Exhibit A attached hereto and made a part hereof (all said work being hereinafter called the "Signalization Work"). The Signalization Work shall include:

- (1) the preparation of any plans and specifications required for the Signalization Work (the "City Signalization Plans") and submission of said plans and specifications to the Authority for its review and approval, said City Signalization Plans, when approved in writing by the Consulting Engineer, shall become part of the Turnpike Plans for the purposes of this Agreement; and
- (2) the letting of any construction contracts, the supervision of construction, the furnishing, installing, testing, regulating and adjusting of all traffic signals (complete with lamps, ballasts, ballast boxes, all conduit and interconnect cables required for the proper operation of the traffic signals, conductors between the traffic signals and the base of the tower or post supporting the traffic signal, mounting brackets, cables and guys, fastenings, hardware and internal connections), and the furnishing of all labor, tools, equipment, and incidentals necessary to provide the traffic signals complete in place, in a neat and workmanlike finished appearance and ready for operation.

The City shall perform the Signalization Work either: (a) by engaging a competent and proven contractor selected through the City's competitive-bid contracting procedures (to the extent required by state law); or, (b) by the City's use of labor or supervisory personnel employed directly by the City, utilizing City-owned machinery, equipment and vehicles. If the City does not have the machinery, equipment and vehicles necessary to perform the work, machinery, equipment and vehicles may be rented or leased by the City on commercially prudent terms as necessary. The City, through contracting with third-party contractors, vendors or suppliers, or alternatively, from City stock, will provide all materials and equipment necessary to install the traffic signalization systems. The Authority shall review and approve in writing all construction contracts let or to be let by the City and shall review and approve all material and equipment purchases made or to be made by the City which cost greater than \$25,000.00. The Authority's review and approval authority specified herein shall not impose any obligation or liability as to the Authority concerning the City's contracting or purchasing processes related to this Agreement or alter or abrogate any of the City's obligations pursuant to any construction or purchasing contract entered into by the City related to the City's performance of this Agreement, other than the Authority's obligation to reimburse the City under the provisions of this Agreement.

**B. Interference With Work to be Performed by the City and the Authority.**

The City shall use all reasonable efforts to prevent the Signalization Work from interfering with the Authority's construction of the Turnpike, and the Authority shall use all reasonable efforts to prevent the construction of the Turnpike from interfering with the City's performance of the Signalization Work.

C. **Payment.**

- (1) The Authority shall reimburse the City for costs actually and properly incurred and supported under the terms and conditions of this Agreement and in the manner and amounts hereinafter described.
- (2) The Authority shall reimburse the City for all costs incurred in completing the Signalization Work for the intersections described in Exhibit A of this Agreement. Reimbursement shall be made by the Authority to the City for design and construction contracts, labor, equipment, materials, supplies, labor additives, and warehouse or material handling charges incurred by the City in conformity with this Agreement.
- (3) The City shall maintain complete and accurate cost records for the intersections described in Exhibit A of this Agreement. The Authority and its representatives shall be allowed to inspect said records during the City's regular business hours. All records relating to Signalization Work shall be maintained by the City for three (3) years after the City's receipt of final payment from the Authority.
- (4) 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 identify the name of the contractor, the employees performing the work, the rates of wage, the time worked, the equipment used, the time of its use and the materials used (including the quantity and unit price of the materials). Work performed by City personnel and equipment will be detailed to identify the employees performing the work, their wage rate, the time worked, the equipment used, the time of its use and the materials used.

The Statements shall also identify materials furnished by the City at its cost. 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 the Authority at the following address:

North Texas Tollway Authority  
Attn: Executive Director  
3015 Raleigh Street  
P.O. Box 190369  
Dallas, Texas 75219-0369

- (5) The Statements will indicate the total reimbursable amount that has become due for the Signalization Work actually performed throughout the term of this Agreement for the intersections described in 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 construction of the Signalization Work, (b) satisfactory completion of final inspection of the Signalization Work and audit, and, (c) verification that the claims of all mechanics and materialmen have been resolved. The Authority shall remit reimbursement to the City within twenty-one (21) days following the Authority's receipt of a Statement conforming with this Section I.C.
- (6) The Statements shall include only those costs that have been actually paid for the Signalization Work from City funds up to the date of the Statements. The Authority shall not reimburse the City for any of the City's overhead, administrative or processing costs or expenses relating to the Signalization Work, nor shall the Authority have any obligation to discharge any of the wages or other personnel expenses incurred by the City in connection with the Signalization Work or with the

preparation of this Agreement. The City certifies that it has used its best efforts in preparing the Cost Estimate (herein so called) for the Signalization Work, said Cost Estimate being attached hereto as Exhibit B and made a part hereof for all purposes.

- (7) Unsupported charges or charges made after final acceptance by the Authority shall not be considered eligible for reimbursement.
- (8) Except as otherwise expressly provided in this Agreement, the obligations of the Authority with respect to the Signalization Work is one of reimbursement only. This Agreement creates no obligations on behalf of the Authority with respect to the design, construction, testing, inspection, operation and/or maintenance of the Signalization Work, and the Authority makes no representations nor assumes any obligation with respect thereto.

**D. Operation and Maintenance of Completed Signalization System.**

Upon completion of the Signalization Work, the City agrees to operate and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods.

**E. No Signalization Responsibility for the Authority.**

The Authority's rights and obligations contained in this Agreement shall in no way impose upon or create for the Authority any responsibility for (i) the proper operation of traffic signalization along the Turnpike corridor within the City boundaries, or (ii) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

**F. Safety Responsibility During The Work.**

The City shall provide flagmen, construction barricades, lights, warning signs, detours and other safety devices during the City's performance of the Signalization Work as reasonably necessary. The flagmen shall be utilized, and all safety devices shall be installed and maintained, in accordance with the "Texas Manual on Uniform Traffic Control Devices" adopted by the Texas Transportation Commission pursuant to Section 544.001, et seq., of the Texas Transportation Code. Requirements for these safety devices shall be included in the Signalization Plans, and costs resulting from those requirements shall be reimbursed by the Authority as provided in this Agreement.

**ARTICLE II.  
MAINTENANCE AGREEMENT**

**A. Summary of Terms and Limits of Maintenance Agreement.**

As referenced previously in this Agreement, TxDOT has designed and constructed eastbound and westbound Service Roads. The eastbound Service Road is situated on the south side of the Turnpike between the eastbound Turnpike toll lanes and the south Turnpike right-of-way limits. The westbound Service Road is situated on the north side of the Turnpike between the westbound Turnpike toll lanes and the north Turnpike right-of-way limits. Said eastbound and westbound Turnpike toll lanes are hereinafter referred to as the "Turnpike Lanes". Generally, the Authority shall be responsible for the operation, maintenance, and repair of the Turnpike Lanes, and shall have no responsibility for the operation, maintenance, policing, regulation and repair of the Service Roads, all as more specifically set forth in this Article II. and as depicted in Exhibit C attached hereto. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes,

adjoining Service Roads and/or rights-of-way situated within the City's municipal limits, said area being more particularly described by the following:

Westbound and Eastbound Turnpike Lanes:

From Turnpike Centerline Station 563+00  
To Turnpike Centerline Station 884+00

Westbound Service Road:

From Turnpike Centerline Station 563+00  
To Turnpike Centerline Station 884+00

At the conclusion of construction of the Turnpike, the Authority and TxDOT will conduct a land survey of the segment of the Turnpike between SH78 and IH35, inclusive of that segment between Turnpike Centerline Station 563 + 00 and Turnpike Centerline Station 884 + 00, and will write metes and bounds legal descriptions of what will become Authority right-of-way and TxDOT right-of-way. To clarify the term "right-of-way" for its use in this Agreement, the right-of-way which the Authority and TxDOT have assumed in fee or by easement is more particularly defined and described as follows:

Right-of-Way Zone A - That portion of the Turnpike transportation corridor in which the westbound Service Road is constructed and operated between the northern right-of-way line of the Turnpike transportation corridor and a right-of-way line to be established by the Authority and TxDOT between the south curb of the westbound Service Road and the Turnpike Lanes.

Right-of-Way Zone B - That portion of the Turnpike transportation corridor in which the eastbound Service Road is constructed and operated between the southern right-of-way line of the Turnpike transportation corridor and a right-of-way line to be established by the

Authority and TxDOT between the north curb of the eastbound Service Road and the Turnpike Lanes.

Right-of-Way Zone C - The right-of-way between Right-of-Way Zones A and B within which the Turnpike Lanes will be constructed, regulated, operated, and maintained.

**B. North Texas Tollway Authority Responsibilities.**

The City and the Authority acknowledge and agree that the Authority has the responsibility to:

(1) Maintain all Turnpike improvements from the Turnpike situated within the limits of Right-of-Way Zone C between Turnpike Centerline Station 610+00 and Turnpike Centerline Station 884+00 as further depicted on Exhibit C, attached hereto.

(2) Maintain all improvements constructed by the Authority as a part of the Turnpike on the following Turnpike Lane exit and entry ramps within the limits of the City between the Turnpike Lanes and each ramp gore nose at the Service Road depicted on Exhibit C, attached hereto:

Exit ramp from eastbound Turnpike Lanes to Coit Road (W-COIT)

Entrance ramp from Coit Road to westbound Turnpike Lanes (COIT-W)

Exit ramp from westbound Turnpike Lanes to Coit Road (E-CO)

Entrance ramp from Independence Parkway to westbound Turnpike Lanes (I-W)

Exit ramp from eastbound Turnpike Lanes to Independence Parkway (W-I)

Entrance ramp from Custer Parkway to westbound Turnpike Lanes (CP-W)

Exit ramp from westbound Turnpike Lanes to Independence Parkway (E-NSR)

Entrance ramp from Alma Road to westbound Turnpike Lanes (E-CP)

Exit ramp from southbound US 75 lanes to westbound Turnpike Lanes (N-W)

Entrance ramp from northbound US 75 to westbound Turnpike Lanes (S-W)

Exit ramp from westbound Turnpike Lanes to Custer Parkway (A-W)

Entrance ramp from Jupiter Road to westbound Turnpike Lanes (JUP-W)

Exit ramp from westbound Turnpike Lanes to SH 5 (E-SH5)

Entrance ramp from Renner Road to westbound Turnpike Lanes (REN-W)

Exit ramp westbound Turnpike Lanes to Jupiter Road (E-JUP)

Entrance ramp Jupiter Road to eastbound Turnpike Lanes (JUP-E)

- (3) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes and Service Roads used to protect ramp toll plazas within the City.
- (4) Maintain all Turnpike illumination structures, including under-bridge luminaries, but specifically excluding all Service Road illumination and street intersection illumination.
- (5) Maintain complete bridge structures that carry the Turnpike Lanes over City streets.
- (6) Maintain structural bridge components carrying City streets over the Turnpike Lanes.
- (7) Maintain all Turnpike trailblazers, "Left Lane Must Enter Turnpike" , and "No Pedestrians, Bicycles or Motor Driven Cycles" signs to the Turnpike within the municipal limits of the City.
- (8) License, permit, and regulate utility construction and maintenance along and across the Turnpike Lanes.

The Authority acknowledges and agrees that the City shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Turnpike Lanes.

**C. Responsibilities of Other Parties.**

The City and the Authority hereby acknowledge and agree that the Authority's maintenance obligations are limited to the Turnpike Lanes as specifically provided in Section II.B. and that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for (1) City streets over and under the Turnpike Lanes, if any (but not including the Turnpike Lanes), or (2) the Service Roads situated within the municipal limits of the City.

**ARTICLE III.  
MISCELLANEOUS PROVISIONS**

**A. Definition of "Maintenance".**

For the purposes of this Agreement, "maintenance" shall mean the repair, replacement and/or correction, as appropriate, of defective conditions of materials, equipment or property in accordance with the safety, design, and construction standards of the party responsible for said maintenance, all as determined by the responsible party. "Maintain" and other variants of the word "maintenance" shall be similarly defined.

**B. Nonapplicability of Certain City Codes.**

The City acknowledges and agrees that the Authority is not subject to the various zoning, building and development codes promulgated and enforced by the City. Further, the City shall not charge the Authority any development, impact, license, zoning, permit, building or construction fees of any kind with respect to the Turnpike. The City, when requested by the Authority, will supply electricity, water and sanitary sewer service to the Authority's facilities constructed in connection with the Turnpike that are within the City's boundaries. The City shall invoice the Authority only for the Authority's actual usage of said utilities at such standard rates as the City applies to other

governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the City.

**C. No Liability.**

Nothing in this Agreement shall be construed to place any liability on either the City, the Authority, the Consulting Engineer, Construction Manager or Section Engineers or any liability on any of the Authority's or City's respective employees, agents, servants, directors or officers for personal injury or property damage arising out of the Signalization Work or for personal injury or property damage arising out of the City's operation, policing, regulation, maintenance or repair of the Service Roads or the City streets over and under the Turnpike Lanes. Furthermore it is not the intent of this Agreement to impose upon the City or the Authority any liability for injury to persons or damage to property arising out of any construction unrelated to the terms of this Agreement undertaken by any contractor employed or engaged by the Authority or the City. 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.

**D. Relationship of the Parties.**

Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership or joint venture between the City and the Authority.

**E. Notices.**

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3)

business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of the City:

City of Plano  
Attn: Jeff Green, P.E.  
Traffic Engineer  
P.O. Box 860358  
PLANO, Texas 75086-0358

In the case of the Authority:

North Texas Tollway Authority  
Attn: Executive Director  
3015 Raleigh Street  
P.O. Box 190369  
Dallas, Texas 75219-0369

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

**F. Successors and Assigns.**

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither the City nor the Authority shall assign, sublet, or transfer their respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

**G. Severability.**

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

**H. Written Amendments.**

Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the Authority.

**I. Limitations.**

All covenants and obligations of the City and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of the City or the Authority shall have any personal obligations or liability hereunder.

**J. Sole Benefit.**

This Agreement is entered into for the sole benefit of the City and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

**K. Authorization.**

This Agreement is entered into subject to the provisions of the City's charter and the ordinances of the City and all applicable state and federal laws and the applicable regulations of administrative agencies with jurisdiction over the subject matter of this Agreement. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the City and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

**L. Venue.**

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.

**M. Interpretation.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**N. Waiver.**

No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

**O. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings, or agreements relative hereto which are not fully expressed in this Agreement.

**P. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one single agreement between the parties.

Q. **Headings.**

The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

*Blank.*

IN WITNESS WHEREOF, the City and the Authority have executed this Agreement on the dates shown below, to be effective on the date listed above.

ATTEST:

CITY OF PLANO,  
a Texas municipal corporation

Elaine Sealko

City Secretary

By: Thomas H. Nehtenbeck

Name: Thomas H. Nehtenbeck

Title: CITY MANAGER

Date: 8/11, 1998

APPROVED AS TO FORM:

Diane Wetherbee

City Attorney

By: J. D. Sullivan  
Assistant City Attorney

ATTEST:

NORTH TEXAS TOLLWAY AUTHORITY

Jimmie G. Newton

Jimmie G. Newton  
Secretary

James McCarley

Name: James McCarley  
Title: Acting Executive Director

Date: 8/31/98, 1998

APPROVED AS TO FORM:

White Hill Sims & Wiggins, L.L.P.  
Special 190 Counsel

By: Robert L. Sims

Name: Robert L. Sims

**EXHIBIT A**

**PRESIDENT GEORGE BUSH TURNPIKE  
SIGNALIZATION AND MAINTENANCE AGREEMENT  
FOR THE CITY OF PLANO**

**Intersections Covered By The Signalization Agreement**

**New Signal Systems**

Alma Drive

Custer Parkway

Independence Parkway

Preston Road

**Adjustments to Existing Signal System**

Custer Parkway and Independence Parkway

**EXHIBIT B**

**PRESIDENT GEORGE BUSH TURNPIKE  
SIGNALIZATION AND MAINTENANCE AGREEMENT FOR  
THE CITY OF PLANO**

**Signalization Cost Estimates**

**New Signal Systems**

Alma Drive	\$ 72,606
Custer Parkway	\$ 93,789
Independence Parkway	95,471
Preston Road	<u>94,630</u>
	\$ 356,496

**Adjustments to Existing Signal Systems**

Custer Parkway and Independence Parkway	\$ <u>25,120</u>
<b>Total</b>	<b>\$381,616</b>

**EXHIBIT C**

**PRESIDENT GEORGE BUSH TURNPIKE  
SIGNALIZATION AND MAINTENANCE AGREEMENT FOR  
THE CITY OF PLANO**

**Turnpike Lanes, Service Roads Entrance and Exit Ramps and Toll Plazas**

**(Attach Copy of Plans Depicting Turnpike Lanes)**