

SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made this the 17th day of April, 79,
by and between the Texas Turnpike Authority, an agency of the State of
Texas, its successors and assigns, (the "Authority"), and the City of
Grand Prairie, Texas, its successors and assigns, (the "City"):

WHEREAS, the Authority desires to enter into a contract with
the City for maintenance services for the Authority-owned traffic sig-
nalization system at the Intersection of State Highway Spur 303 and
Southeast 14th Street in Grand Prairie, Texas, as shown in Exhibit "A"
which is attached hereto; and

WHEREAS, the City has been engaged in and now does such repair
and maintenance work on traffic signalization systems and represents that
it is fully equipped, competent and capable of performing the desired and
herein outlined work and is ready and willing to perform such maintenance
work in accordance with the provisions of the Schedule of Services attached
hereto as Exhibit "B";

NOW, WITNESSETH: that for and in consideration of Six hundred and
No/100 (\$600.00) Dollars and other good and valuable consideration, paid in
monthly installments of Fifty and No/100 Dollars (\$50.00), the City agrees,
at its own expenses and costs, to do all of the work necessary for the
maintenance and replacement of the Authority-owned traffic signals at the
Intersection of State Highway Spur 303 and Southeast 14th Street in Grand
Prairie, Texas, as specified and in accordance with Exhibit "B".

All such repair and maintenance work shall be done in a good and workmanlike manner with no modifications to the system without written approval by the Authority. All utility costs for said system shall be borne by the City.

The term of this Agreement shall be twelve (12) calendar months after opening of the Bridge to traffic (a contract year), and shall be automatically renewed thereafter for additional annual periods on the same terms and conditions, unless cancelled as hereinafter provided--provided, however, that the sums of money to be paid by the Authority to the City shall be reviewed prior to one hundred twenty (120) days before the end of each contract year and if both parties hereto agree, the sums of money to be paid to the City by the Authority as above set forth may be adjusted as of the beginning of the next contract year, to adequately compensate the City and to assure a proper cost to the Authority for the work to be done during the ensuing year, based upon experience in maintenance, as well as pertinent economic factors and costs.

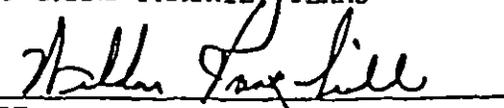
This Contract may be cancelled as of the end of any contract year upon written notice by either party to the other, no less than ninety (90) days prior to the end of any such annual period.

IN WITNESS HEREOF, the parties hereto set their hands and seals as of the date hereinabove stated.

TEXAS TURNPIKE AUTHORITY

By 
Edgar M. G. R.

CITY OF GRAND PRAIRIE, TEXAS

By 
Mayor

SCHEDULE OF SERVICES

DESCRIPTION: This Schedule of Services requires the City of Grand Prairie to furnish all labor, tools, travel, lamps, parts and services required (including barricades and warning signs when necessary for traffic control) in order to maintain signal equipment owned by the Texas Turnpike Authority, an agency of the State of Texas, (the "Authority"), at the Intersection of State Highway Spur 303 and Southeast 14th Street in Grand Prairie, Texas, to keep said system in satisfactory operating condition from and after the execution of the Contract of which this Schedule of Services is a part, and shall perform the following specific services among its required routine maintenance and repair of the system:

1. Make routine maintenance trips, at intervals not to exceed thirty (30) days, to check each signal and to perform all services required to keep each piece of equipment in proper operating condition, including washing of lenses.
2. Provide proper maintenance on the Authority-owned traffic signals herein specified, as expeditiously as possible, day or night, after notification of malfunction, in order to restore the signalization system to proper operating condition.
3. Keep the timing mechanisms properly set and change them to Central Standard or Central Daylight Savings Time as required, and establish the correct timing and phasing at the school crossing at 14th Street.
4. Maintain a signal phase-timing sequence that will facilitate the uniform movement along State Highway Spur 303 and prevent traffic congestion at the toll plaza.
5. In the event of a malfunctioning of the signal system, the City shall substitute signal equipment and place same in service until malfunctioning equipment is repaired. Equipment damaged beyond repair by vehicle collision or severe weather including signal heads, controllers, guy wires, anchors and poles will be removed and replaced by the City, and the cost of such replacements will be reimbursed to the City by the Authority upon receipt of an itemized invoice detailing such costs.
6. The City shall be responsible for the power supply to the system and shall make all necessary connections and adjustments to make the signalization system operative at all times.
7. All lamps and parts used for replacement purposes shall be new and of equal quality, size and dimensions as the original manufacturer's parts.

EXHIBIT "B"

8.

Required Traffic Control Devices and Procedures for Signal Maintenance Operations:

a. General

1. The City shall practice recognized safety measures during maintenance and repair of the signal system described in this Agreement. The City will determine these measures, and shall be entirely responsible for its actions and the Authority shall not be held responsible or liable for any acts or omissions by the City during the performance of the work.
2. Local law enforcement should be notified, if possible, of scheduled maintenance or emergency work where the traffic flow may be severely restricted or stopped. Their assistance or presence at the scene should be requested.
3. Workmen and flagmen shall wear vests (reflectorized vests required at night).

b. Set Up for Operations in the Traffic Flow (i.e., routine signal head maintenance, cable repair, signal head alignment, etc.):

1. Set up SIGNAL WORK (REPAIR) AHEAD signs a minimum of 100 feet on all affected approaches.
2. Cones (reflectorized, if at night) may be placed on the centerline or lane line opposite the advance sign set up.
3. Repair truck should have warning flags set up. No flags required at night.
4. Repair vehicles shall be equipped with revolving beacons, or two color flashing bar in addition to standard vehicle emergency flashers, all of which shall be activated during set up.
5. Cones (reflectorized, if at night) may outline the work area if it is on the road or shoulder. If conditions warrant, cones should be used to channelize traffic around work area.

EXHIBIT "B"

- c. Set Up for Operational Inspection and Other Work Off the Roadway:

Operational inspection and work on a controller is usually off the roadway and does not require any flashers, signs etc. If the truck or work is so close to a street that the vehicle or men will affect the traffic flow, proper precautions should be taken including placement of cones and activation of vehicle emergency flashers and revolving lights on truck.

EXHIBIT "B"