

THE STATE OF TEXAS     }  
                                     }  
COUNTY OF TARRANT    }

KNOWN ALL MEN BY THESE PRESENTS

~~DRAFT~~ SA  
2/07/07

INTERLOCAL AGREEMENT

This Agreement made and entered into this the 31st day of January, 2007, is by and between the North Texas Tollway Authority ("NTTA"), acting herein by and through its governing body, and the City of Fort Worth ("Fort Worth"), acting herein by and through Marc Ott, its duly authorized Assistant City Manager. NTTA and Fort Worth may be referred to herein individually as a party and collectively as the parties.

**WHEREAS**, TxDOT, Fort Worth, and NTTA executed that certain Agreement between The City of Fort Worth, The North Texas Tollway Authority, and the Texas Department of Transportation concerning the Development of the Southwest Parkway dated November 28, 2000 (the "Tri-party Agreement"); and

**WHEREAS**, this Agreement is made under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the INTERLOCAL COOPERATION ACT; and,

**WHEREAS**, the parties, in paying for the performance of governmental functions or in performing such governmental functions shall make payments therefore only from revenues, legally available to such parties; and

**WHEREAS**, the governing bodies of each party find that the project or undertaking is necessary for the benefit of the public and that each party has the legal authority to build or maintain the project or to provide such service, and the construction and improvement thereof is in the common interest of both parties hereto; and that the division of costs provided for constitutes adequate consideration to each party; said project being more particularly described as:

**Traffic Signal design for SH-121 / Southwest Parkway**

**WHEREAS**, the parties hereto, in order to facilitate the financing, design, and construction of the traffic signal construction for SH-121 / Southwest Parkway and in order to share the costs of having said work performed, have agreed to share in the financing of said project as hereinafter stated in detail.

In consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the parties agree as follows:

1. NTTA shall reimburse the actual costs of consultant services fees. The cost of the consultant service fee associated with the development of the traffic signal plans, specifications and estimates of probable cost for locations within the SH-121/ Southwest Parkway corridor listed in table below, is not to exceed \$280,000.00.

1.	Forest Park Blvd. - new signal and modification of existing
2.	WB IH-30 Off-ramp & Parkview - new signal
3.	University Dr. - new signal and modification of existing
4.	Montgomery St. - new signal (diamond 2-signals)
5.	Clear Folk Crossing - new signal (diamond 2-signals)
6.	Arborlawn Blvd. - new signal (diamond 2-signals)
7.	Southbound frontage road and westbound SH-183 frontage road - new signal
8.	Northbound frontage road and westbound SH-183 frontage road - new signal
9.	Bryan Irvin Blvd. & SH-183 - signal modification (diamond 2-signals)
10.	Southbound frontage road and eastbound IH-20 frontage road - new signal
11.	Northbound frontage road and eastbound IH-20 frontage road - new signal
12.	River Ranch and eastbound IH-20 frontage road - new signal
13.	Overton Ridge Blvd. - new signal (diamond 2-signals)
14.	Oakmont Blvd.- new signal (diamond 2-signals)
15.	Alta Mesa / Dirks Rd. - new signal (diamond 2-signals)

2. NTTA shall make reimbursement payments for consultant service fees to Fort Worth in monthly installments. The first payment shall become due on the first day of the month, following 30 days after NTTA's receipt of the Fort Worth invoice.
3. Fort Worth will review and select the most qualified engineering consultant team and shall manage and administer the consultant services contract. The consultant's proposed scope of services is attached hereto as Attachment "A". Fort Worth will be responsible for 100% of the costs associated with its internal services. The provision of its internal services shall constitute Fort Worth's total financial contribution under this Agreement.
4. Fort Worth will provide the draft plans and specifications for NTTA's review and approval. Fort Worth shall have the ultimate decision making authority regarding the plans and specifications.
5. Fort Worth will provide to NTTA the plans, specifications, estimates of probable cost and construction detail plan sheets that comply with NTTA' Design and CADD Guidelines dated January 2006 for inclusion in the section construction plans of SH-121 / Southwest Parkway through Fort Worth.

6. NTTA shall be, at all times, responsible for the actions of its employees, officers and agents in fulfilling the terms of this Agreement. Fort Worth shall be, at all times, responsible for the actions of its employees, officers, and agents in fulfilling the terms of this Agreement.
7. NTTA will be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act. Fort Worth agrees to be liable for only those claims under which liability is imposed on it by the Texas Tort Claims Act.
8. It is expressly understood and agreed that, in the execution of this Agreement and contracts incidental hereto, neither NTTA nor Fort Worth waives any immunity or defense that would otherwise be available to it against any claim arising from this Agreement, including the defense of governmental immunity.
9. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution or performance of this Agreement.
10. This Agreement may be amended only by a writing signed by the parties.

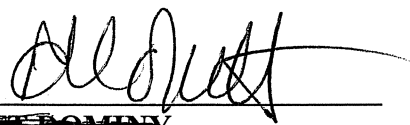
This Agreement shall become effective on the date first written above. This Agreement shall terminate automatically upon happening of any of the following events:

1. The completion of the project provided for herein; or
2. Any party may terminate this Agreement on thirty (30) days written notice to the other party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this Agreement in TARRANT COUNTY, Texas, this 31st day of January, 2007.

**NORTH TEXAS TOLLWAY AUTHORITY**

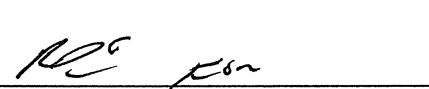
By:   
~~MATT BOMINY~~  
~~Deputy~~ Executive Director

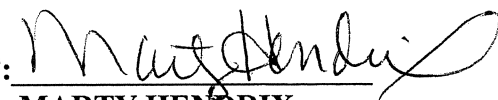
ATTEST:   
DEBRA SMITH

**APPROVED AS TO FORM AND LEGALITY:**

  
BIAN E. BEVERLY

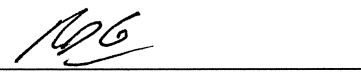
**CITY OF FORT WORTH**

By:   
MARC A. OTT  
Assistant City Manager

ATTEST:   
MARTY HENDRIX  
City Secretary

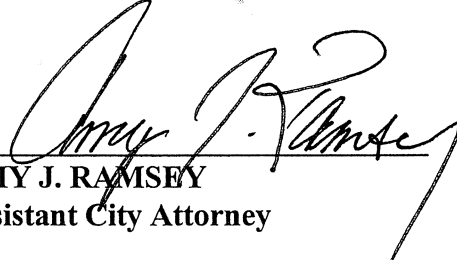
**RECOMMENDED:**

Date: January 31, 2007

  
ROBERT GOODE, P.E.  
Director, Transportation & Public Works

C-21920  
Contract Authorization  
1-9-07  
Date

**APPROVED AS TO FORM AND LEGALITY:**

  
AMY J. RAMSEY  
Assistant City Attorney

## **ATTACHMENT "A"**

### **PROPOSED SCOPE OF ENGINEERING SERVICES**

#### **TRAFFIC SIGNAL DESIGNS FOR SH 121/SOUTHWEST PARKWAY**

#### **FORT WORTH, TEXAS**

#### **PROJECT PARAMETERS**

The following assumptions pertain to the provision of Basic Services:

A. The PROJECT will consist of the following activities, as requested by the CITY:

Proposed traffic signal design plans, quantities, and specifications for the following sixteen (16) locations:

1. Forest Park Blvd. – new signal and modification of existing signal
2. WB IH-30 Off-ramp & Parkview Dr. – new signal
3. University Dr. – new signal and modification of existing signal
4. Montgomery St. – new signal (diamond)
5. Edwards Ranch Rd. – new signal (diamond)
6. Arborlawn Blvd. – new signal (diamond)
7. SH 121 SB Frontage Rd. and SH-183 WB Frontage Rd. – new signal
8. SH 121 NB Frontage Rd. and SH-183 WB Frontage Rd. – new signal
9. Bryant Irvin Blvd. at SH-183 – signal modification (diamond)
10. SH 121 SB Frontage Rd. and IH-20 EB Frontage Rd. – new signal
11. SH 121 NB Frontage Rd. and IH-20 WB Frontage Rd. – new signal
12. River Ranch Blvd. and IH-20 EB Frontage Rd. – new signal
13. Overton Ridge Blvd. – new signal (diamond)
14. Oakmont Blvd. – new signal (diamond)
15. Altamesa Blvd. / Dirks Rd. – new signal (diamond)

PROJECT is located within the City of Fort Worth, Texas.

- B. Preliminary roadway, utility, and survey plans prepared by others (North Texas Tollway Authority (NTTA) Section Design Engineers) will be used as the basis for any designs associated with the PROJECT. It is assumed that Microstation CADD files will be available and all base files will be provided by the NTTA.
- C. All intersections will be prepared to allow for multiple construction contracts to be facilitated by NTTA. The plans, standards and any special specifications will be prepared using English units.
- D. Existing traffic signal specifications and standards furnished by the CITY will be used for design plans, unless otherwise requested by the CITY and/or NTTA in writing.

These include:

- City of Fort Worth Transportation and Public Works "Traffic Signal Design Guidelines, January, 2002".
  - Example plan set illustrating desired format for each type of plan sheet to be developed by the Engineer.
  - Example City standard traffic signal construction details and specifications.
  - Special traffic signal pole assembly detail sheets.
- E. All Microstation CADD standards and level symbology will follow NTTA requirements.
- F. The CITY will provide determination for provision cable TV drops, vehicle detection, and Opticom equipment.
- G. The CITY will review plans and provide recommendations in a timely manner.
- H. All intersections will be designed to accommodate existing or future pedestrian activities, including sidewalk ramps, crosswalks, push buttons, and pedestrian heads as requested by the CITY and NTTA.
- E. The ENGINEER will furnish each NTTA Section Design Engineer the following items to produce a complete set of construction plans for bidding purposes:
- Quantity Summary and Opinion of Probable Construction Cost
  - General Notes
  - Existing Conditions Layout (for currently signalized intersections)
  - Traffic Signal Design Layout (per intersection)
  - Signs and Markings Layout (per intersection)
  - Traffic Signal Standard Detail Sheets (for each Section)

The ENGINEER assumes that the Sidewalk Ramp Layout and Geometric Modification Layout sheets typically included in a CITY traffic signal design construction plan set will be prepared by each NTTA Section Design Engineer.

#### **TASK 1.0      TRAFFIC SIGNAL DESIGNS**

- A. The ENGINEER will prepare for and attend up to four kick-off meetings with the CITY, the NTTA General Engineering Consultant (GEC), and each NTTA Section Design Engineer.
- B. The ENGINEER will obtain electronic copies of current preliminary interchange layouts and traffic control plan layouts from each NTTA Section Design Engineer. This should include but not be limited to the proposed roadway plans, right-of-way information, and utility plans.
- C. The ENGINEER will review the current interchange layouts and traffic control plan layouts. As part of our review, the ENGINEER will coordinate the temporary signals required for each phase of construction with the permanent signal layouts.

- D. The ENGINEER will collect peak hour turning movement counts for peak periods including pedestrians and heavy vehicles at the interchanges listed below. The peak period counts shall be consecutive 15-minute periods at typical peak periods:  
A.M. 7 – a.m. 9 a.m., NOON: 11:30 a.m. – 1:30 p.m., P.M. 4:30 p.m. – 6:30 p.m. weekdays, and 2:00 p.m. – 4:00 p.m. Saturday.
1. Forest Park Blvd.
  2. University Dr.
  3. Bryant Irvin Blvd. at SH-183
- E. The ENGINEER will complete warrant studies for all project cross street interchanges and frontage road interchanges along SH 121. Warrant studies will be completed using the procedures outlined in the Texas Manual of Uniform Traffic Control Devices (Texas MUTCD). The warrant studies will be completed using either existing or projected peak hour traffic volumes developed as part of the SH 121/Southwest Parkway master planning project completed by the ENGINEER.
- F. The ENGINEER will gather electronic copies of the current Synchro signal timing models for the Forest Park Blvd., University Dr., and Bryant Irvin Blvd. interchanges from the CITY. Each model will be used to determine the recommended signal operations and phasing for each interchange.
- G. The ENGINEER will determine the pedestrian, ADA, and ITS requirements for each project intersection. The ENGINEER will evaluate the proposed layouts using the CITY's SH 121 Master Plan and NTTA's corridor ITS Master Plan. If necessary, the ENGINEER will coordinate with each Section Design Engineer to modify their layouts to reflect the proposed pedestrian and ADA requirements. The ENGINEER will coordinate with each Section Design Engineer's ITS consultant to locate the proposed electrical service and ITS devices at each interchange. The ENGINEER will meet with the CITY to identify the operational and connectivity requirements to the various ITS devices at each interchange.
- H. The ENGINEER will create base plan sheets for signal plans from the electronic CADD files provided by each Section Design Engineer.
- I. For current signalized intersections, the ENGINEER will prepare an existing conditions diagram.
- J. The ENGINEER will meet with the CITY to discuss the electric service, communications, vehicle detection, and Opticom requirements at each interchange. Since the majority of the interchanges are new, no field reconnaissance of the intersections will be required. All existing and proposed utilities, pavement widths, lane configurations, and traffic control devices will be determined based on the design CADD files provided by each NTTA Section Design Engineer.
- K. The ENGINEER will perform a capacity analysis indicating level of service for each movement at each interchange. A capacity analysis report using the Synchro™ analysis software is preferred; however other capacity methods are acceptable.
- L. The ENGINEER will evaluate and design phasing with consideration of capabilities of current

City controller hardware and software operation functions.

- M. The ENGINEER will prepare and submit a "short report" for each interchange to the CITY for review and approval. The report will include:
- existing and/or projected traffic volumes;
  - discussion of existing and proposed conditions;
  - capacity analysis results;
  - photo-log of interchange approaches (if applicable);
  - recommendations for signal design, phasing, operations, illumination; and pedestrian accommodations; and
  - address any unusual conditions and provide recommendations to resolve these conditions.
- N. The ENGINEER will prepare for and attend a review meeting with the CITY to receive and reach concurrence regarding the "short report" review comments.
- O. The ENGINEER will prepare the 60% PS&E traffic signal designs for each project interchange. Plans, specifications and estimates (PS&E) for the above work shall be prepared in accordance with the applicable requirements for CITY and NTTA plans, details, specifications, standards, and manuals. The ENGINEER will review the general notes, traffic signal specifications, and standard general provisions supplied by the CITY for applicability and modify (if necessary) for the respective interchanges. The ENGINEER should identify any design exceptions to CITY Standards in the 60% design phase. The ENGINEER will prepare and submit 60% PS&E packages to the CITY and NTTA for review and comment. All PS&E packages (11" x 17" paper copy) will be submitted via each NTTA Section Design Engineer.

60% PS&E Deliverables

- **Quantity Summary**
- **General Notes**
- **Existing Conditions Layout** (for currently signalized intersections) showing traffic signal poles, detector loops, illumination, conduit runs, wiring diagram, and signal face locations.
- **Traffic Signal Design Layout** (per interchange) showing existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, controller cabinet assemblies, signal heads, street lights, detector loops or other detectors, conduit, ground boxes, power sources, communications connections, wiring diagrams, pavement markings, signal phasing plan, hazard identification beacons, Opticom equipment, and all other items required for the complete construction of the signals.
- **Signs and Markings Layout** (per interchange) showing existing signs, proposed signs, existing striping, and proposed striping.
- **Traffic Signal Standard Detail Sheets** (per each Section)
- **Opinion of Probable Construction Cost**

The CITY will prepare record drawings following the completion of the construction based upon information provided by the Contractor.

- P. The ENGINEER will prepare for and attend a review meeting with the CITY and NTTA to receive and reach concurrence regarding the 60% PS&E review comments.



- Q. The ENGINEER will incorporate review comments and submit 90% PS&E traffic signal designs via each NTTA Section Design Engineer. The 90% PS&E deliverables will include the same items listed in the 60% PS&E deliverables.
- R. The ENGINEER will prepare for and attend a review meeting with the CITY and NTTA to receive and reach concurrence regarding the 90% PS&E review comments.
- S. The ENGINEER will incorporate review comments and submit 100% PS&E traffic signal designs via each NTTA Section Design Engineer. The 100% PS&E deliverables will include the same items listed in the 90% PS&E deliverables.
- T. The ENGINEER will prepare for and attend a review meeting with the CITY and NTTA to receive and reach concurrence regarding the 100% PS&E review comments.
- U. The ENGINEER will incorporate review comments and produce FINAL PS&E traffic signal designs (11" x 17" mylar) via each NTTA Section Design Engineer. The FINAL PS&E deliverables will include the same items listed in the 100% PS&E deliverables.
- V. The ENGINEER will prepare and submit the quantity estimates and engineer's opinion of probable construction cost spreadsheets prepared in Microsoft Excel for each intersection.
- W. The ENGINEER will provide the CITY a CD of the electronic Microstation traffic signal design files, quantity estimates, and engineer's opinion of probable construction costs for each interchange.