

**AGREEMENT FOR THE MAINTENANCE, OPERATION, AND REPAIR OF  
TRAFFIC SIGNALS ON GRAND PARKWAY (SH 99)**

This Agreement (this "Agreement") is made and entered into as of September 6, 2011 by and between Fort Bend Grand Parkway Toll Road Authority (the "Authority"), an instrumentality of the State of Texas under Subchapter D of the Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. §431 et seq., and the Texas Non-Profit Corporation Act, TEX CIV. STATE. Art 1396-1.01 et seq., as amended, and Fort Bend County (the "County"), a corporate body politic of the State of Texas (collectively, the "Parties").

**BACKGROUND**

WHEREAS, pursuant to a Right of Use Agreement between the Authority and the Texas Department of Transportation ("TxDOT") effective May 12, 2011 (the "Right of Use Agreement"), the Authority is responsible for maintenance and operation of Grand Parkway (SH 99) from the FM 1093 intersection to US 59 South (the "Maintenance Area"), as shown in **Exhibit A**; and

WHEREAS, the County, through its Road and Bridge department, has the necessary personnel and equipment to maintain, operate, and repair traffic signals located within the Maintenance Area; and

WHEREAS, the Authority desires to enter into this Agreement in order for the County to maintain, operate, and repair the Signals (defined herein) and the County is willing to provide such services; and

WHEREAS, the Parties desire to establish the terms and conditions by which the County will operate, maintain, and repair the Signals (defined herein); and

WHEREAS, the parties hereto are authorized to make and enter into this Agreement pursuant to Chapters 284 and 431, Texas Transportation Code;

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein the Parties agree as follows:

**AGREEMENT**

Section 1.1 Traffic Signal Operation, Maintenance and Repair.

(a) County shall operate and maintain the traffic signals, traffic signal structures, signal boxes and associated equipment (the "Signals") and shall repair and replace any part of the Signals. An inventory of the Signals is shown on **Exhibit A**. Responsibility for maintenance and operation of all Signals under this Agreement

including an emergency call number shall be visibly displayed at each signal box for public view.

(b) County personnel will have unrestricted access to the Maintenance Area to operate, maintain and repair the traffic signals located within the Maintenance Area on behalf of the Authority, in accordance with County standards.

(c) The Authority has established a routine maintenance schedule for the Signals, as outlined in **Exhibit B** attached hereto (the "Maintenance Schedule") and the County agrees to abide by the Maintenance Schedule.

(d) The County will bill the Authority its actual costs of performing the Maintenance Schedule as well as actual costs associated with operations and repair of the Signals (i.e., reimbursement for actual and direct expenses of the County), not to exceed the estimated amounts shown on **Exhibit C**, without approval of the Authority. Such bills shall be submitted on a monthly basis. Invoices shall be approved by the Authority within 45-days of receipt.

Section 1.2 Term and Termination. The term of this agreement is initially one year, commencing on the effective date of this Agreement. This Agreement will automatically renew for successive one-year terms unless terminated. This Agreement can be terminated by either party at any time for cause or terminated without cause upon 60 days' written notice. Notwithstanding the above, if the Right of Use Agreement is terminated and the Authority no longer has an obligation to maintain the Maintenance Area, this Agreement shall automatically terminate.

Section 1.3 Liability.

(a) By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and the laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

(b) Each part to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

Section 1.4 Miscellaneous.

(a) This Agreement shall be for the sole and exclusive benefit of the County and the Authority and shall not be construed to confer any benefit or right upon any customers, residents, or members of the County or the Authority, or on any other party.

(b) This Agreement is not assignable by any party hereto except with the prior written consent of the other party.

(c) This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein.

(d) The failure of either party hereto to insist, in any one or more instances, upon performance of any terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

(e) In addition to any other available remedies, the parties hereto shall have the right to injunctive relief in the event a party hereto violates any term of this Agreement.

(f) Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

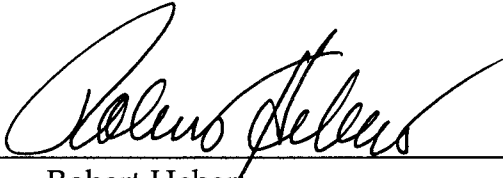
Section 1.5 Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Notices may be given by first class mail, postage prepaid, or by overnight delivery service, or by facsimile transmission to the addresses set forth herein or such other address as may be designated by a party. Notice shall be made

If to Fort Bend County: Fort Bend County  
301 Jackson  
Richmond, Texas 77469  
Attn: County Judge


If to the Authority: Fort Bend Grand Parkway Toll Road Authority  
c/o Allen Boone Humphries LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Rich Muller

EXECUTED on September 6, 2011, to be effective as of the first date written on page 1 of this Agreement.

FORT BEND COUNTY, TEXAS

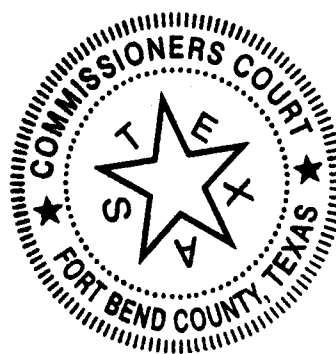
By:   
Robert Hebert  
County Judge

ATTEST:

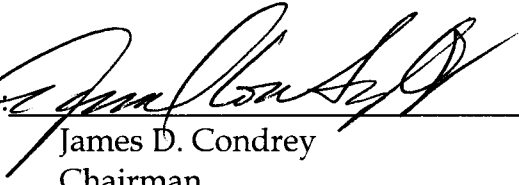
By:   
Dianne Wilson  
County Clerk

APPROVED AS TO FORM:


  
County Attorney



**FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY**

By:   
James D. Condrey  
Chairman

ATTEST:

By:   
\_\_\_\_\_

Name: Charles Rencher

Title: Secretary, Board of Directors

EXHIBIT A - MAINTENANCE AREA AND INVENTORY OF SIGNALS

## EXHIBIT A

### Maintenance Area

	Meter Address	City	Zipcode	Meter Location
New Territory Blvd.	15803 1/2 W. Grand Parkway S.	Sugar Land	77479	Southeast Corner
Sandhill Blvd.	14959 1/2 W. Grand Parkway S.	Sugar Land	77479	Northeast Corner
90A	4702 1/2 Hwy 90A E.	Richmond	77469	Northwest Corner
East Bound	Solar			
West Bound	Solar			
FM 1464	14510 1/2 FM 1464	Richmond	77469	Southeast Corner
W. Airport	10881 1/2 W. Grand Parkway S.	Richmond	77407	
Harlem Rd.	10103 1/2 W. Grand Parkway S.	Richmond	77407	Northwest Corner
North Bound	Solar			
Mason Rd.	7902 1/2 W. Grand Parkway S.	Richmond	77407	Northwest Corner
North Bound	Solar			
North Bound	Solar			
South Bound	Solar			
South Bound	Solar			
W. Bellfort	7764 1/2 W. Grand Parkway S.	Richmond	77407	South Center
Bellaire Blvd.	22450 1/2 Bellaire Blvd.	Richmond	77469	Southwest Corner
FM 1093	22958 1/2 FM 1093	Richmond	77469	Northwest Corner
	22950 1/2 FM 1093	Richmond	77469	Northwest Corner
South Bound	Solar			
North Bound	Solar			
East Bound	Solar			
West Bound	Solar			
South Bound (North of)	22958 1/2 FM 1093			

**EXHIBIT B—MAINTENANCE SCHEDULE**

## EXHIBIT B

### Maintenance Schedule

MAINTENANCE SCHEDULE	ACTIVITY	FREQUENCY
Preventative Maintenance Checklist (attached)	Inspection	Quarterly
After Hours Emergency	Call-Out	As Needed
<b>SIGNAL POLES</b>		
LED	Replace	As Needed
Lamp	Replace	As Needed
Signal Head	Replace	As Needed
Signal Head Back Plate	Replace	As Needed
Lens	Replace	As Needed
Visor	Replace	As Needed
Flasher Overhead	Replace	As Needed
Flasher Roadside	Replace	As Needed
Solar Equipment	Replace	As Needed
Batteries	Replace	As Needed
Cabling (as applicable)	Adjust	As Needed
Vertical Pole Covers	Replace	As Needed
<b>PEDESTRIAN SIGNAL POLES</b>		
Lamp	Replace	As Needed
LED	Replace	As Needed
Button	Replace	As Needed
<b>TRUCKS</b>		
Lamp	Replace	As Needed
Fixture	Replace	As Needed
<b>VIDEO</b>		
Camera	Replace	As Needed
Processor	Replace	As Needed
Loop Detector Amplifier	Replace	As Needed
<b>OTHER</b>		
Switches	Replace	As Needed
Fuses / Relays	Replace	As Needed
Monitor	Replace	As Needed
Controller	Replace	As Needed
Wiring	Replace	As Needed
Manual Operation Button	Replace	As Needed
Air Filter	Replace	As Needed
Fan	Replace	As Needed
Lamp	Replace	As Needed
Outlet	Replace	As Needed
Door	Replace	As Needed
Identification Sticker	Replace	As Needed
<b>OTHER SIGNALS</b>		
Pedestrian	Replace	As Needed
Street Identification	Replace	As Needed
Directional	Replace	As Needed
Other	Replace	As Needed
Poles	Adjust	As Needed

**TRAFFIC SIGNAL  
PREVENTATIVE MAINTENANCE  
CHECKLIST**

**VEHICULAR & ADVANCE NOTICE SIGNALS      ACTION**

- Apply ant killer around bases \_\_\_\_\_
- Check signal head alignment \_\_\_\_\_
- Clean lens \_\_\_\_\_
- Test bulbs \_\_\_\_\_
- Test LED's \_\_\_\_\_
- Check for back plate \_\_\_\_\_
- Check cabling \_\_\_\_\_
- Test solar equipment and batteries \_\_\_\_\_
- Test overhead and roadside flashers \_\_\_\_\_

**PEDESTRIAN SIGNALS      ACTION**

- Apply ant killer around bases \_\_\_\_\_
- Test bulbs \_\_\_\_\_
- Test LED's \_\_\_\_\_
- Test pedestrian button \_\_\_\_\_

**VIVDS & LUMINARES      ACTION**

- Test loop detector amplifiers \_\_\_\_\_
- Check cameras \_\_\_\_\_
- Check processors \_\_\_\_\_
- Clean lens \_\_\_\_\_
- Check luminaires \_\_\_\_\_

**TRAFFIC SIGNAL  
PREVENTATIVE MAINTENANCE  
CHECKLIST**

**CABINET**

**ACTION**

- |                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Apply ant killer around base   | _____ |
| <input type="checkbox"/> | Remove obtrusive vegetation  | _____ |
| <input type="checkbox"/> | Check identification sticker   | _____ |
| <input type="checkbox"/> | Clean inside   | _____ |
| <input type="checkbox"/> | Check all electrical connections and cables for grounding and connectivity | _____ |
| <input type="checkbox"/> | Test monitor   | _____ |
| <input type="checkbox"/> | Test controller; verify to timing sheet; check date and time accuracy      | _____ |
| <input type="checkbox"/> | Test electrical outlet   | _____ |
| <input type="checkbox"/> | Test light   | _____ |
| <input type="checkbox"/> | Test fans  | _____ |
| <input type="checkbox"/> | Check for moisture penetration   | _____ |
| <input type="checkbox"/> | Cables and wiring tie-wrapped  | _____ |
| <input type="checkbox"/> | Check filter   | _____ |
| <input type="checkbox"/> | Check manual operation button  | _____ |
| <input type="checkbox"/> | Check door and hinges  | _____ |

**SIGNAGE & PAVEMENT MARKINGS**

- |                          |                                    |       |
|--------------------------|------------------------------------|-------|
| <input type="checkbox"/> | Check for street name              | _____ |
| <input type="checkbox"/> | Check for pedestrian               | _____ |
| <input type="checkbox"/> | Check for directional              | _____ |
| <input type="checkbox"/> | Check for proper pavement markings | _____ |

EXHIBIT C—ESTIMATED COSTS

## **EXHIBIT C**

### **Not to Exceed Estimate**

Fort Bend County's not to exceed costs for services related to the Grand Parkway Toll Road Authority's traffic signal preventative maintenance inspections and necessary replacement, adjustment and cleaning of traffic signal intersection equipment and components is \$50,000 annually.

The County will also replace the cabinetry equipment and components at the below listed intersections in identified fiscal years and not to exceed capital replacement costs:

Intersection Grand Parkway 99 & US 90 A	FY 2012	\$65,000
Intersection Grand Parkway 99 & FM 1464	FY2013	\$67,000
Intersection Grand Parkway 99 & FM 1093	FY2014	\$69,000