RESOLUTION

of the

DALLAS AREA RAPID TRANSIT
(Executive Committee)

Adoption of Policy on Light Rail Transit (LRT) System Development Procedures

WHEREAS, the DART Board has requested that all member cities recognize and utilize the same procedures under which DART will work with member cities to implement and operate the DART Light Rail Transit (LRT) system; and

WHEREAS, a common set of procedures for DART and its member cities to follow in implementing the LRT system is conducive to achieving good working relationships.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that a policy on Light Rail Transit (LRT) System Development Procedures, as shown in Exhibit 1, is approved.

Huelon Harrison
Secretary

Jesse Oliver
Chairman

APPROVED AS TO FORM:

Roland Caton
DART Counsel

ATTEST:

Gary C. Thomas, P.E.
President/Executive Director

August 28, 2001
Date
Light Rail Transit System Development Procedures Policy

DATE ISSUED: August 28, 2001
Resolution No. 010117
Policy No. IV.12

To establish a policy on adoption of procedures DART intends to follow when working with its member cities in the planning, design, construction, operation and maintenance of DART's Light Rail Transit (LRT) services. These procedures will be incorporated into a standardized document. In order to enhance the working relationships with its member cities, DART requests member cities to also follow these procedures in implementing and operating the Light Rail Transit (LRT) system.

Section 3:

Once this policy is approved by the DART Board, the procedure document will be made available to all other member cities for review and adoption.

Please note: The procedure document is available in the Office of Board Support.

Section 1:

A Master Interlocal Agreement was approved February 28, 1990, by the City of Dallas and DART outlining procedures governing implementation of DART's transit system plan in Dallas. Supplemental agreements for LRT planning and development, design and construction, and operations and maintenance were also developed. The DART Board desires to have a common set of procedures for all of its member cities.

Section 2:

The President/Executive Director or his designee is authorized to prepare a set of standardized procedures which guide how DART and its member cities will accomplish the planning, design, construction, operations and maintenance of DART's authorized LRT system.
DALLAS AREA RAPID TRANSIT

PROCEDURES FOR THE PLANNING, DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A LIGHT RAIL TRANSIT SYSTEM WITHIN A MEMBER CITY

Preamble

On August 13, 1983, Dallas Area Rapid Transit ("DART") was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART Service Area.

DART operates pursuant to the authority existing under Chapter 452 of the Texas Transportation Code ("the Act").

The transportation of a city's citizens, the reduction of traffic congestion and other purposes as stated in the Act serve a public purpose for a city within DART's Service Area and are provided for the benefit of that city's citizens. The planning, design, construction, operation and maintenance of light rail transit within a city is one component of an effective public transportation system.

Pursuant to the Act, DART Board-adopted policies, the City Charter, City Ordinances and City Council-adopted policies, a city that has elected to come into the DART transit system, as one of the member cities of the DART Service Area, has a defined review and approval role in the use of property and the development of a public transportation system within the City.

DART and its member cities share a common desire for an effective regional transportation system that includes light rail transit to be implemented as quickly as possible.

DART and its member cities have regulations, rules, policies and procedures that govern their respective governmental activities.

In an effort to formally establish a framework to coordinate and expedite the development of a regional public transportation system that is mutually acceptable to DART and its member cities, DART has established the following procedures ("the Procedures") that it and each of its member cities (a member city is hereinafter referred to in this document as "the City") will follow regarding the planning, design, construction, operation and maintenance of a regional light rail transit system.

SECTION ONE
OUTLINE OF PROCEDURES

The Procedures are arranged and prepared in six major sections as follows:

SECTION ONE contains an outline of the Procedures;

SECTION TWO contains general provisions applicable to the relationship between DART and the City;

SECTION THREE deals with planning and development issues of the DART light rail transit system within the City;

SECTION FOUR establishes broad guidelines for the design and construction of light rail transit facilities within the City;
SECTION FIVE establishes operation and maintenance guidelines and responsibilities for light rail transit facilities within the City; and

SECTION SIX contains miscellaneous provisions applicable to these Procedures.

Within each Section, Articles begin with "Article 1". For ease of locating Articles, paragraphs and subparagraphs within each of the Sections, the first number of each such designation is the Section number, followed by a "." and the Article, paragraph and subparagraph. For example, paragraph 2-1.0201 is the first subparagraph in the second paragraph of Article 1, Section 2, and is a definition of the AAR Signal Manual.

SECTION TWO
GENERAL PROVISIONS

§ 2 - ARTICLE 1. Purpose and Definitions.

2-1.01. Purpose. The purpose of these Procedures is to evidence the City's acceptance of and commitment to, assist in the timely implementation of DART's system plan and Service Plan and to establish a procedural framework for a cooperative working relationship between DART and the City for the prompt development and completion of an integrated transportation system within the City limits. Specifically, these Procedures address planning, design, construction, operations & maintenance of light rail guideways and associated fixed facilities.

2-1.02. Definitions. As used in these Procedures, the following terms shall have the meanings herein set forth:


2-1.0202. Betterment. That portion of a City Facility requested by the City that will increase the level of service, capacity or efficiency of such City Facility or constitute an aesthetic enhancement over that which is required by existing City standards or policies.

2-1.0203. City Facility. Structures, improvements and other properties under the ownership, maintenance or operating jurisdiction of the City, including but not limited to public streets, highways (except those on the State Highway System), bridges, alleys, sidewalks, water and sanitary sewer systems, storm drainage systems, street lights, cable facilities, landscaping and trees, traffic controls, including but not limited to signals, signs, parking meters, police and fire alarm systems, fiber optics lines & equipment and all appurtenances related thereto.

2-1.0204. City Project. A project, or that portion thereof that is an obligation of, or is desired by, the City that may be constructed jointly with DART.

2-1.0205. City Standards. Those minimum standards adopted and published by the City as applicable for public works-related projects undertaken within the City, including, but not limited to, the most current version of the following: (a) Standard Specifications for Public Works Construction, North Central Texas Council of Governments; (b) City Paving Design Manual; (c) A Policy on Geometric Design of Highways and Streets (AASHTO Green Book); (d) City Storm Drainage Design Manual; (e) Driveway and Parking Lot Design Manual; (f) City Zoning Ordinance; (g) City Subdivision Ordinance; (h) City Water and Waste Water Design Manual; (i) Texas Manual on Uniform Traffic Control Devices; (j) Traffic Barricade Manual, Department of Transportation; (k) Street Cut and Excavation Repair Standards; (l) City Thoroughfare Plan; and (m) any other City ordinances, orders, rules, regulations and policies and procedures related to the platting, development, construction, occupancy or use of real property in the City, including improvements thereon.
2-1.0206. **City Task Order.** A written document executed by the City Manager or his designee to be issued by the City to DART to request and authorize DART’s performance of work or supply of materials to the City, including provisions for reimbursement to DART for expenses.

2-1.0207. **Dart Facility.** Any structure, improvement, and other property owned and maintained by DART, including, but not limited to, bridges, sidewalks, plazas, landscaping and trees, cable facilities, signals, signs, a Fixed Facility or a Fixed Guideway (both as defined below).

2-1.0208. **DART Task Order.** A written document executed by the President/Executive Director or his designee to be issued by DART to the City to request and authorize the City’s performance of work or supply of materials to DART, including provisions for reimbursement to City for expenses.

2-1.0209. **Design.** Engineering or architectural work that results in the production of maps, plans, drawings, estimates and specifications necessary for the construction, modification, operation, maintenance or replacement of City or DART Facilities, including Fixed Facilities, Fixed Guideways or any other Utility Facilities or projects similar in nature.

2-1.0210. **Direct Costs.** All direct labor costs or disbursements actually incurred by a party attributable directly to the performance of services under these Procedures, including, but not limited to, consultant costs, travel, materials, supplies and other similar out-of-pocket expenses.

2-1.0211. **Fixed Facilities.** All of DART’s transit centers, Stations, yards, shops and similar related Fixed Facilities situated outside of linear rights of way required for light rail operations.

2-1.0212. **Fixed Guideway.** The supporting physical structure in or upon which light rail trains travel. A Fixed Guideway may also include guidance systems for the vehicle.

2-1.0213. **Grade Separation.** The physical separation of a DART Fixed Guideway and a public or private street, thoroughfare, drive or access easement at a crossing by means of a difference in elevation sufficient to allow adequate clearances for passage of rail or street vehicles.

2-1.0214. **Grade Level (At Grade) Street Crossings.** The crossing of any street, alley, thoroughfare, drive or access easement by a DART Fixed Guideway at the same elevation.

2-1.0215. **Green Window.** A pre-determined window of time for train passage through a Grade Level (At Grade) Street Crossing of a City street. The parameters for this pre-determined window of time shall be determined through consideration of nearby traffic signal operations, cross-street traffic patterns, train crossing time, crossing frequency and overall train schedule.

2-1.0216. **Green Band.** A series of Green Windows using a traffic signal timing sequence that allows trains to travel in a progressive manner.

2-1.0217. **Headway.** The time interval between successive LRVs at a given point traveling in the same direction.

2-1.0218. **Indirect Costs.** Disbursements or costs determined by the party’s cost allocation plan, plus benefits and retirement costs not otherwise included.

2-1.0219. **Joint Development.** The physical integration of a DART Fixed Facility with a public or private development project to be constructed concurrently or subsequently.

2-1.0220. **Joint Use Facilities.** Facilities used by both DART and the City, which may be owned by either party or owned jointly.
2-1.0221. Level of Service ("LOS"). A measure of the quality of traffic flow as defined in the "Highway Capacity Manual" published by the Transportation Research Board and/or "TRANSIT 7-F User's Manual" published by the United States Department of Transportation, Federal Highway Administration.

2-1.0222. Light Rail Transit ("LRT") System. A public transportation system consisting of Light Rail Vehicles running either on a Fixed Guideway or in mixed-flow traffic using an overhead electric power source.

2-1.0223. Light Rail Vehicle (LRV"). An electrically propelled passenger-carrying vehicle designed to operate as a part of the Light Rail Transit System on the LRT Fixed Guideway.

2-1.0224. Maintenance. Activities required in order to keep facilities and equipment in a condition of good repair, satisfactory performance or operation, and cleanliness.

2-1.0225. Maintenance, Emergency. A major Maintenance activity or activities performed on an immediate response basis for the purpose of restoring the intended daily operational conditions of the Light Rail Transit System, including all facilities and equipment.

2-1.0226. Maintenance, Non-Programmed. A major Maintenance activity or activities performed on an irregular, infrequent or unscheduled basis.

2-1.0227. Maintenance, Programmed. A Maintenance activity or activities performed on a routine, frequent or scheduled basis on items requiring recurring maintenance.

2-1.0228. Median/Shared Right-of-Way Operation. The operation of a DART Fixed Guideway within the median or on the surface of the right-of-way of a street or thoroughfare.

2-1.0229. Member City (Cities). DART's Member Cities, as of the date of these Procedures, to-wit: Town of Addison; City of Carrollton; City of Cockrell Hill; City of Dallas; City of Farmers Branch; City of Garland; City of Glenn Heights; Town of Highland Park; City of Irving; City of Plano; City of Richardson; City of Rowlett; and City of University Park.

2-1.0230. Modification. The removal, replacement, alteration, construction, support or relocation of a facility or of equipment or any portion thereof, whether permanent or temporary.

2-1.0231. Off Premise Sign. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service or product not principally located, primarily manufactured or sold on the premises on which the sign is located.

2-1.0232. Off-Schedule Train. A Train that operates on non-scheduled Headway between established control points due to delays and other infrequent conditions.

2-1.0233. On-Schedule Train. A Train that achieves its scheduled Headway at established control points as referenced by a published schedule.

2-1.0234. Operational Throughway. The strip of land or the structure used for rail operations, including the air space immediately above the rails where overhead contact equipment and other associated hardware may be located. It generally includes the Fixed Guideway and a portion of the City right-of-way used for a grade crossing. The Operational Throughway is typically within rail warning strips, within the median curb, or within ten (10) feet outside of the outer rail of the tracks or within ten (10) feet of any overhead contact wire, attachments, or supports.
2-1.0235. **Operations Control Center** ("OCC"). The DART central communications center which solely directs the day-to-day revenue and non-revenue operation of the Light Rail Transit System.

2-1.0236. **Overhead Contact System** ("OCS"). The system of poles, contacts, wires, attachments and supports providing electric power to the LRV's.

2-1.0237. **Peak Period.** The period of time within which traffic flows are at their peak in the Dallas/Fort Worth metropolitan area, including the Member Cities.

2-1.0238. **Service Plan.** An outline of the services to be provided by DART to the Member Cities as officially adopted by the DART Board from time to time.

2-1.0239. **Station.** A Fixed Facility consisting of all or some of the following: structures, platforms, concourses, pedestrian and vehicular circulation facilities, intermodal transfer facilities and parking, landscaping and passenger amenities within the boundaries of the Fixed Facility site which enables patrons to enter and leave the Light Rail Transit system.

2-1.0240. **Station Area.** That additional land outside the area actually needed for the Station site that the City determines should be considered in the City's Station Area planning process.

2-1.0241. **Station or Terminal Complex.** A Fixed Facility so designated in the DART Service Plan pursuant to the requirements of Section 452.151 *et seq* of the Texas Transportation Code, wherein residential, institutional, recreational, commercial and industrial facilities may be included.

2-1.0242. **Station Area Plan.** The plan implemented by the City and intended to integrate a Station into the community, including, but not limited to, streets, sidewalks, pedestrian easements and sub-surface and aerial walkways.

2-1.0243. **Substation.** An enclosure containing equipment that converts electric power from the utility company to electric power fed to the Overhead Contact System.

2-1.0244. **System Plan.** A fully integrated plan of bus & rail services adopted by the DART Board of Directors and incorporated as the long-range component of DART's approved Service Plan.

2-1.0245. **Texas Manual of Uniform Traffic Control Devices** ("TMUCTD"). The promulgated State of Texas guide for providing and operating traffic control devices.

2-1.0246. **Traffic Flow.** The behavior of motor vehicle traffic movement (including controlled stops) along a public roadway or at a roadway intersection whether signalized or non-signalized.

2-1.0247. **Traffic Management Center** ("TMC"). The City facility where the electronic central control, monitoring and communications necessary to operate traffic signal lights under City jurisdiction takes place.

2-1.0248. **Traffic Signal Settings.** The phasing and timing parameters required to operate a signalized intersection.

2-1.0249. **Traffic/Train Signal System** ("TTSS" or "Traffic/Train System"). The area traffic signal system (containing two (2) or more traffic signals and associated components) which is impacted by the coordinated operation or presence of a Train grade crossing and including the grade crossing and associated components. A single, signalized intersection that is
adjacent to a Grade Level ("At Grade") Street Crossing constitutes an isolated signalized crossing or intersection ("ISC")

2-1.0250. **Train.** One or more LRV's cars combined by coupling into a single operating unit.

2-1.0251. **Train Signal Indications.** Traffic signal aspects and indications for trains to help control LRT operations in street areas or approaching street areas which have displays that are unique and different from those controlling street motor-vehicle traffic.

2-1.0252. **Utility Facilities.** Facilities for the provision of specific utility services to the public, including but not limited to, water, sewer, drainage, electric, natural gas, telecommunication and cable television facilities whether such facilities are owned by the City or by a public or private utility company operating under a franchise, license or other arrangement with the City.

2-1.0253. **Warning Strips.** The painted or textured area separating the Fixed Guideway from other public roads or areas.

§2 - ARTICLE 2. City Responsibilities and Officials.

2-2.01. **City Responsibilities.** The City is responsible for the review and approval of the design and construction of DART improvements situated in City rights-of-way or on other City property in accordance with the provisions of the Act. The City will cooperate with DART in achieving DART's goals and schedules by expeditiously reviewing all submitted plans and documents and committing to combine its public and technical review processes with DART's wherever possible. The City will consult and cooperate with DART as fully as possible with regard to all aspects of the transit system plan as it relates to the City.

2-2.02. **City Officials.** The principal City officials and representatives with whom design and construction of the DART regional transportation system will be coordinated are:

2-2.0201. **The City Council.** The elected governing body of the City as established in the City Charter and/or pursuant to the laws of the State of Texas. City Council approval is required for certain matters in connection with DART acquisition of real property and modifications and additions to the Fixed Guideway and Fixed Facilities within the City limits.

2-2.0202. **The City Manager.** The chief executive officer of the City, appointed by the City Council to carry out the policy of the City as set by the City Council and responsible for the day-to-day operations of the City. The City Manager has final authority on behalf of the City to interpret City policy and technical issues relating to DART.

§2 - ARTICLE 3. DART Responsibilities and Officials.

2-3.01 **DART Responsibilities.** DART is responsible for planning, designing, constructing, maintaining, operating and financing all of the Fixed Facilities and other components of the System Plan as approved by the DART Board from time to time, unless otherwise agreed. In the development of the Light Rail Transit System, DART will comply with all applicable laws, ordinances and regulations of the governmental entities that affect the Fixed Facilities and Fixed Guideway. DART will help expedite the City's review of DART's plans by providing timely, accurate and complete information when requested by the City and by combining its public and technical review processes with the City's comparable processes whenever possible. DART will consult and cooperate with the City as fully as possible with regard to all aspects of the transit system plan as it relates to the City.

2-3.02. **DART Officials.** The principal DART officials who have direct responsibility for planning, design, construction, operation and maintenance of the regional transportation system are:
2-3.0201. **DART Board of Directors.** The governing body of DART, its Board of Directors (the "DART Board"), is composed of members appointed by the Member Cities. Pursuant to the Act, the DART Board is empowered to establish the policies of DART, including those controlling planning, development and operation of the regional transportation system. Among other very broad powers, the Board has statutory authority to adopt and amend the Service Plan, interlocal agreements with other governmental entities and financial plans.

2-3.0202. **President/Executive Director.** The chief executive officer of DART, appointed by the Board to administer the Board-adopted policies and charged with the responsibility for the day-to-day operations of the Authority. The President/Executive Director has final authority for interpreting and insuring implementation of DART policy.

§2 - **ARTICLE 4. Compensation for Services.** The City and DART are both governmental entities with duties and responsibilities to the public and each other as provided by the Act and state law. Where either is carrying out its existing statutory duty to review and/or approve plans, specifications, designs, requests, work programs and other items, no charge will be made for staff time used in exercising such governmental duties. For other services provided by DART to the City, or provided by the City to DART, compensation shall be determined as follows:

2-4.01. **Payment for City Services to DART.** When lawfully authorized, DART shall reimburse the City for actual labor expenses for professional/technical effort incurred by the City attributable to the services requested by DART that are in support of and in addition to the statutory services that the City would normally provide in the planning, design, construction and operation of a facility. In these limited circumstances, DART will issue written task orders that include descriptions of service, not-to-exceed hours (by labor category), expenses and completion date. No work will be reimbursed that has not been requested and authorized by written task order from the DART President/Executive Director or his designee prior to the work being undertaken. Payment for services shall be in accordance with all DART procurement regulations.

On or before the 15th day of each month, the City may submit an invoice for payment for the previous month's City services to the DART President/Executive Director or his designee. Each invoice will be based on products to be produced, services provided and/or review activities and will include a brief progress report.

2-4.0101. **Products to be Produced.** For products to be produced, City staff services will be documented in the form of a statement of percent complete for each product, combined into a statement of percent complete of total products to be produced. The invoice amount for these services will be the sum of Direct Costs for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs, not to exceed thirty percent (30%).

2-4.0102. **Review Activities.** For review activities, City staff services will be documented in the form of actual Direct Cost for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs, not to exceed 30%. The invoice will include percent complete for review activities.

2-4.0103. **Payment; Audit of Books.** DART will pay each approved invoice within sixty (60) days after receipt from the City. DART shall have the right to audit the City's books and records to verify the amounts invoiced. Any adjustments to the invoiced costs or payment amounts identified as a result of such audit shall be made within thirty (30) days of DART's receipt of notice from the City that it has made the adjustments.

2-4.02. **Payment for DART Services to City.** When lawfully authorized, the City shall reimburse DART for actual labor expenses for professional/technical effort incurred by DART attributable to services requested by the City that are in support of and in addition to the services DART would normally provide in the planning, design, construction and operation of Fixed Facilities and Fixed Guideways. In these limited situations, the City shall issue written task orders that include descriptions of services, not-to-exceed hours, expenses and completion date. No work will be reimbursed that has not been requested and authorized by written task order from the City Manager or his designee prior to the work being undertaken. Payment for any services shall be in accordance with City

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procurement regulations.

On or before the fifteenth (15th) day of each month, DART may submit an invoice for payment for the previous month's DART staff services to the City department that requested or authorized the services. Each invoice will be based on products to be produced, services provided and/or review efforts and will include a brief progress report.

2-4.0201. **Products to be Produced.** For products to be produced, DART staff services will be documented in the form of a statement of percent complete for each product, combined into a statement of percent complete of total products to be produced. The invoice amount for these activities will be the sum of actual Direct Cost for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs not to exceed thirty percent (30%).

2-4.0202. **Review Activities.** For review activities, DART staff services will be documented in the form of actual Direct Costs for labor for professional/technical effort, plus Indirect Costs calculated as a percentage of Direct Costs not to exceed thirty percent (30%).

2-4.0203. **Payment; Audit of Books.** The City will pay each approved invoice within sixty (60) days after receipt from DART. The City shall have the right to audit DART's books and records to verify the amounts invoiced. Any adjustments to the invoiced costs or payment amounts identified as a result of the audit shall be made within thirty (30) days of the City's receipt of notice from the City that it has made the adjustments.

2-4.03. **Limitation on Payments.** Payments by either DART or the City under this Article 4. shall not exceed the amounts appropriated from time to time by the City Council or DART Board respectively.

§2 - ARTICLE 5. **Issue Resolution.** The appropriate department directors for the City and DART will make a good faith effort to resolve any technical and policy issues arising between the parties. If such issues cannot be resolved at that level, they will be forwarded to the President/Executive Director and City Manager as the final arbiters in accordance with the powers and authority vested in them, unless City Council or DART Board determinations are required.

**SECTION THREE**

**PLANNING AND DEVELOPMENT**

§3 - ARTICLE 1. **Major Service Plan Changes.**

3-1.01. **Technical Review.** The appropriate City staff may review any proposed DART Service Plan change as described in §452.302 of the Act, and shall review any proposed major Service Plan change as described in §§452.203 and 452.204 of the Act.

3-1.02. **Addition of New Fixed Guideway Route.** For purposes of these Procedures, the "addition of a new Fixed Guideway route" shall mean:

3-1.0201. the creation of a Fixed Guideway route by connecting a point presently designated on the current Service Plan to a point not presently designated on the current Service Plan; or,

3-1.0202. the shifting of a route from the route specified in the Service Plan to a new location which is (a) more than 300 feet measured horizontally from the existing route or (b) less than 300 feet measured horizontally if the shifting moves the Fixed Guideway to a City street; or,

3-1.0203. the creation of a Fixed Guideway route starting and ending at points outside the current Service Plan.
3-1.03. **Measurement Criteria.** For purposes of measurement under these Procedures, the Service Plan route shall be considered to extend from boundary to boundary of any right-of-way in which a route is situated as shown on the current Service Plan, i.e., if a 100 foot wide rail corridor is designated as the route in the Service Plan, measurements shall be taken from the boundaries of the corridor.

3-1.04. **City Review and Approval of New Fixed Guideway Routes.** Consistent with Texas law, the City, acting through its City Council, shall have the right to review and approve the addition of a new Fixed Guideway Route.

§3 - ARTICLE 2. Fixed Facility and Fixed Guideway Site Selection.

3-2.01. **DART Responsibility.** It shall be DART's responsibility to select sites and locations for its Fixed Facilities and Fixed Guideways. The designation of vehicular and pedestrian entrance locations to such Fixed Facilities shall be coordinated with appropriate City staff as reasonably necessary.

3-2.02. **Alternative Development and Evaluation.** For each Fixed Facility to be located within the City limits, DART, after consultation with City staff, will identify one or more alternative sites. For each of the alternatives, the City, at its discretion, may provide DART with an analysis and/or review of the City's perceived impacts of such Fixed Facilities on existing and future land uses and traffic impacts. After the DART Board has included a site in the Service Plan, the City will provide to DART a detailed analysis of the impacts, if any, of the site on existing and potential land use and development. Upon receipt of the City's analysis, DART will prepare and submit to the City for review a Traffic Impact Study for the DART preferred site.

3-2.03. **Public Involvement.** During the alternative development and evaluation process, DART will conduct its established public involvement process, consisting of open meetings, briefings, public hearings and workshops with neighborhood residents, property owners, business persons and other interested groups and individuals. The number and type of public involvement activities will conform to the requirements of the Act and DART's adopted policies and procedures for selecting Fixed Facilities, and will likely vary depending upon the complexity of the issue. City staff shall participate jointly in the public involvement process where coordination is necessary with other City activities and to provide information on traffic, land use and projected or potential development impacts.

3-2.04. **City Council Briefings.** DART and City staff will brief City Council committees, or the City Council as a whole, and appropriate City commissions as necessary or desirable concerning the alternatives under consideration for each Fixed Facility prior to the DART Board's final selection of a preferred alternative.

3-2.05. **City Review.** Following DART selection of a preferred alternative for each Fixed Facility, at the thirty percent (30%) design stage, DART will submit the preferred site plan to the City for review, along with the Traffic Impact Study, if needed, and such other documentation and information as may then be available for review. DART shall provide supplemental information in an ongoing and timely manner as it becomes available so as to provide for adequate review. This submission may be accompanied by a request for City approval of eminent domain authority, zoning changes as needed for the Fixed Facility, thoroughfare plan amendments or other permits, actions or authorizations required by the Act or applicable City ordinances.

3-2.06. **Platting and Zoning.** DART will comply with all applicable provisions of the City's zoning and subdivision ordinances as they pertain to the Service Plan. In those cases where property was acquired by DART through eminent domain proceedings and possession has been secured by DART pursuant to the provisions of the Texas Property Code, the City shall process DART zoning and subdivision ordinance requests as if DART were the owner of the property.

3-2.07. **Joint Public Hearings; Expedited Processes.** Joint public hearings sponsored by the DART Board and the City Council will be scheduled and held whenever possible. The City commits to expedite its processes to the greatest extent possible and both DART and the City agree to make a good faith attempt to combine
the City and DART processes where overlap occurs and/or additional efficiency can be achieved.

§3 - ARTICLE 3. Station Area Planning.

3-3.01. City Responsibility. The City shall be responsible for preparing a Station Area Plan after a Station site is approved, when, as and if the need for such a plan is deemed appropriate by the City. Such Station Area planning by the City will provide for DART participation at all stages. At the outset of the planning phase, a project team will be formed including DART and City personnel to insure coordination between the City and DART in the process and to facilitate DART's input therein. Each Station Area Plan will establish land use, development guidelines, traffic plans and recommend zoning and other implementation proposals.

3-3.02. Station Area Plan, General Requirements. Each Station Area Plan will be based on an approved Station site and pedestrian access points. At the beginning of the Station Area planning process, the City shall indicate its information needs to DART so that DART can assist in expediting the planning process by providing essential information.

3-3.03. Station Area Plan Development Process. The Station Area Plan development process will include:

3-3.0301. a public involvement process;
3-3.0302. establishment of study area boundaries;
3-3.0303. collection of data regarding existing conditions in the Station Area;
3-3.0304. analysis of existing conditions;
3-3.0305. development of goals and objectives for the Station Area;
3-3.0306. assessment of potential impacts of future development alternatives or guidelines;
3-3.0307. formulation of recommendations;
3-3.0308. public review of recommendations;
3-3.0309. development of final recommendations;
3-3.0310. public hearings; and.
3-3.0311. adoption of a final plan by the City.

3-3.04. City Public Involvement. The City will conduct a public involvement process that may include briefings and workshops involving neighborhood residents, property owners and business persons in the Station Area Plan development and evaluation process. Notification of meetings will be carried out consistent with existing City ordinances and applicable State Law, and may include persons who participated in DART's Fixed Facility site selection process. DART staff will be invited to participate in the public involvement process in order to provide accurate DART information related to the development of the Station Area Plan.

3-3.05. City Briefing of DART Board. The City staff will brief the DART Board or its designated committee when and as requested by DART on the draft Station Area Plan.

3-3.06. Station Area Plan Approval. City staff shall process the Station Area Plan through all of the City review and planning processes and shall be responsible for presenting the Station Area Plan to the City Council of the City for incorporation into the City's formal land use plan by a formal vote of approval or disapproval. Upon
approval, City staff shall use the information compiled in Station Area Plan for the demographics submitted to the North Central Texas Council of Governments for input into the Regional Plan.

§3 - ARTICLE 4. Acquisition, Use and Ownership of Land and/or Facilities.

3-4.01. Land Acquired by the City for DART. In the event that DART requests the City to acquire real property for the sole use by DART, all reasonable and necessary City expenses, including but not limited to, acquisition and relocation costs, surveys, title expenses, staff costs (including attorneys), consultants, appraisals and costs and judgments in connection with judicial proceedings, including attorney's fees and awards, incurred in the process of acquiring the real property, shall be paid by DART at the time the title is conveyed to DART by deed.

3-4.02. Land Acquired by DART for the City. In the event that the City requests DART to acquire real property for the sole use by the City, all DART expenses, including but not limited to, acquisition and relocation costs, surveys, title expenses, staff costs (including attorneys), consultants, appraisals and costs and judgments in connection with judicial proceedings, including attorney's fees and awards, incurred in the process of acquiring the real property, shall be paid by the City at the time the title is conveyed to the City by deed.

3-4.03. Joint Use Facilities. If there is an occasion whereby the City and DART share the use of facilities, either the City or DART may acquire and own the facilities and a separate agreement between the parties will be negotiated and executed to control the costs and revenues associated with the acquisition, construction, operation and maintenance of the respective land and facilities located thereon.

3-4.04. Use of City Property. As provided in the Act, DART shall have the non-exclusive right to use, without charge (other than reimbursement of City expenses incurred in accommodating DART facilities), the air, surface or subsurface areas of City public streets, alleys, and rights-of-way for the construction and operation of Fixed Guideways as reflected in the Service Plan, subject to review and approval by the City as provided by law, PROVIDED, HOWEVER, such right of use shall be subordinate to the City's right to use of such public streets, alleys and rights-of-way for its own municipal public purposes and facilities.

3-4.05. Use of DART Property. The City shall have the non-exclusive right to use, without charge (other than reimbursement to DART of DART expenses incurred in accommodating City Facilities), the air, surface or subsurface areas of DART rights-of-way for City streets and City-owned or operated utilities, subject to review and approval by DART, PROVIDED, HOWEVER, such right of use shall be subordinate to DART's right to use such rights-of-way for DART's own public transit purposes and facilities.

3-4.06. Crossing Procedure; Utility Relocation and Maintenance Requirements. At such time as either party (the "Requesting Party") desires to use the other party's (the "Reviewing Party") right-of-way for its own public purposes and facilities, the Requesting Party shall submit its proposal, including plan and profile sheets, to the Reviewing Party. Each proposal shall contain sufficient information and detail to determine the extent and location of the Requesting Party's proposed use. After consideration, the Reviewing Party shall provide comments to the Requesting Party without undue delay. Upon concurrence by the Reviewing Party, the Requesting Party may begin work.

The Requesting Party shall bear the entire cost and expense of designing, installing, constructing, reconstructing, repairing, operating, removing, replacing and maintaining its facilities within the Reviewing Party's rights-of-way, as well as all costs associated with relocation of and damage to the Reviewing Party's and others' facilities. All construction work and maintenance within such rights-of-way shall be done in a good and workmanlike fashion and at such time and in such manner so as to minimize interference with the Reviewing Party's operations and facilities.

In the event construction work on the Reviewing Party's rights-of-way is to be done by a contractor of the Requesting Party, and the contract is for more than $25,000.00, the Requesting Party shall require payment and performance bonds from sureties authorized to issue bonds in the State of Texas equal to 100% of the construction contract. In all instances where a contractor is utilized, the contract shall provide that both the Requesting Party and the Reviewing Party, their officers and employees, shall be named as indemnitees of the contractor and as additional
named insureds on the contractor's required liability insurance policies.

In the event the Requesting Party's facilities must be relocated at a later date in order to accommodate the Reviewing Party's facilities, such relocation shall be accomplished at no cost to the Reviewing Party.

3-4.07. **Exercise of Superior Rights.** In those circumstances where one party has rights superior to the other party, the party having superior rights commits to act reasonably when the exercise of those rights could adversely impact the operation of the other party's facilities previously approved or existing.

§3 - ARTICLE 5. **Right-of-Way Protection.**

3-5.01. **Information.** DART will provide any surveys and mapping needed to implement this Article.

3-5.02. **Setback Requirements.** In order to protect the health, safety and welfare of the citizens of the City, and the respective parties to these Procedures, setback requirements for the location of structures on real property that abuts or adjoins Fixed Guideway alignments may be adopted by the City. Such setback requirements shall be jointly developed by DART and City staff with final authority for establishment thereof resting with the City.

3-5.03. **Review of New License Requests and Adjacent Development.** The City will provide DART copies of all applications and/or requests for private licenses, abandonments, building permits, plats, zoning changes and zoning and subdivision variances within the area adjacent to the Fixed Guideway corridors and in the vicinity of Stations or other Fixed Facilities, or as otherwise jointly determined by DART and City staff. DART will furnish its comments to City staff within ten (10) working days after receipt of the information. The City will consider DART's comments as a part of the normal application process established by City ordinance for the particular type of application or request and will coordinate with DART to protect areas identified in the Service Plan, including surface, subsurface and air rights. In the event purchase of property is necessary for DART's use, it is DART's sole responsibility to initiate any action for said purchase.

3-5.04. **Amendment, Modification and Termination of License Agreements.** The City will exercise all legal rights possessed by it to amend, modify or terminate license agreements issued by the City to owners of private property abutting or adjacent to public rights-of-way, which licenses permit the use of public right-of-way for temporary private use, subject and subordinate to the City's right to use such property for public purposes in accordance with the following policies and procedures:

3-5.0401. **Identification of Licenses.** When the planning, design and engineering of proposed DART Fixed Facilities or a Fixed Guideway reaches a level sufficient for DART to determine the impact on private licenses, and to identify the private licenses which must be amended, modified or terminated, DART shall deliver to the City a report indicating the licenses to be affected and the actions which are necessary for the City to undertake with regard thereto. Possible actions would include, but not be limited to, permanent termination, modification or amendment.

3-5.0402. **Advance Notice.** DART shall give the City as much advance written notice as possible and practicable prior to the first required action of the City under any applicable license agreement requiring action.

3-5.0403. **City Action on Licenses.** Following City approval of DART's plans regarding the temporary or permanent termination, modification or amendment of private licenses, the City will take such required action requested by DART, PROVIDED, HOWEVER DART agrees to pay the City's reasonable and necessary expenses or losses incurred in undertaking such actions.

3-5.0404. **Litigation Resulting From City Action on DART Request.** In the event of litigation resulting from the adoption of an ordinance or resolution, or the cancellation or termination of an existing license by the City Council on DART's request, DART agrees to defend both the City and DART and DART shall be solely responsible for payment of all reasonable and
necessary expenses, damages, attorney's fees, settlements and judgments related thereto; PROVIDED, HOWEVER, that DART shall not be responsible for or indemnify the City for errors by the City or its staff in carrying out the request for DART. The City and DART agree to cooperate with one another in the defense of any such lawsuits, and no lawsuit shall be settled by the City without the prior approval from DART where DART funds are liable for any portion of the settlement.

3-5.0405. Concurrent City and DART Projects. In the event the City and DART are concurrently conducting projects on the same street location or vicinity and any license agreement requires amendment, modification or termination as a result of both projects, DART shall not be obligated to pay the City's staff and Direct or Indirect Costs and the responsibility for payment of relocation costs, defense expenses and responsibility for court costs and judgments resulting from such litigation shall be determined by DART and the City on a case-by-case basis prior to construction by either party, unless otherwise agreed in writing.

3-5.0406. No Third Party Beneficiary. The provisions of this Article 3-5.04 are solely for the benefit of the City and DART and are not intended in any way to confer any third party beneficiary rights, privileges or benefits upon any person or entity not a party to these Procedures.

§3 - ARTICLE 6. Traffic Mitigation Measures.

3-6.01. Grade Separation Warrant Criteria. All proposed Grade Level Street Crossings, street closures, street relocations and Median/Shared Right of Way Operations, or joint or shared use of a right-of-way or facility, including those in the approved Service Plan will be subjected to thorough evaluation by the appropriate staff from the City and DART. The City and DART shall agree whether the street should be closed or relocated, the crossing protected or the grade separated. The process for evaluating these conditions shall include the following primary Warrant Criteria: (a) traffic projections; (b) safety; (c) length and dissipation of vehicle queues; (d) automobile delay; (e) LRV delay; (f) changes in level of service; (g) impact on area-wide signal systems; (h) cost-effectiveness; and (i) mitigation measures.

3-6.02. Evaluation of Warrant Criteria. In evaluating the Warrant Criteria, DART has determined that, subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, two (2) specific warrants can effectively measure whether a street intersecting a rail line should be grade separated, namely (a) queuing impacts and (b) level of service ("LOS") impacts.

3-6.0201. Queuing Impacts. If the presence of DART's rail line causes vehicular traffic on streets adjacent to the rail line to queue through adjoining intersections or queue through the LRT intersection, a queuing impact may exist. Subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, a Grade Separation is warranted if the frequency or duration of the queuing impact is deemed significant.

3-6.0202. Level of Service (LOS) Impacts. If the presence of DART's rail line causes the level of service on streets adjacent to the rail line to drop two (2) or more levels, or causes the street to have a LOS of "F", a LOS impact may exist. Subject to a determination that other reasonable and effective traffic mitigation measures are not feasible, a Grade Separation is warranted if the frequency or duration of the LOS impact is deemed significant.

3-6.03. Existing Grade Separation; Street Modification. Any modification to a City street right-of-way requires City approval. In those places where a Grade Separation already exists, DART must continue the Grade Separation unless it is mutually agreed to discontinue the Grade Separation.

3-6.04. Technically Warranted Traffic Mitigation Measures. Traffic mitigation measures are determined to be technically warranted when the results of the above evaluation indicate that street modifications are required in order to operate the DART Light Rail Transit System and provide level of service "D" or better for
existing or projected cross street traffic. However, in no event shall the projected level of service drop more than one (1) level. Such traffic mitigation measures include but are not limited to Grade Separations, Grade Level Street Crossings, street closures, right-of-way acquisitions, street construction, reconstruction or relocations, or modifications in Median/Shared Right-of-Way Operations. In developing and implementing its Service Plan, DART shall be responsible for funding all technically warranted traffic mitigation measures. DART agrees to design, construct and maintain all Grade Level Street Crossings and signalization.

In those circumstances where additional street or railroad right-of-way is required to implement the mitigation measures, the City, consistent with normal procedures, will either (a) approve the new street alignment and grant to DART authority to carry out eminent domain proceedings necessary to implement the new street alignment, or (b) hold a public hearing following City notification to property owners within 200 feet of the properties that would be impacted to consider public comments on the new street alignment prior to voting to approve, deny or modify that alignment.

3-6.05. **Technically Warranted Grade Separations.** DART will design and construct at DART’s cost, Grade Separations at crossings that meet grade separation warrants subject to a determination by DART that other reasonable and effective traffic mitigation measures are not feasible, and there are no physical, environmental, financial or other constraints that would preclude the construction of a Grade Separation.

3-6.06. **Non-Warranted Grade Separations.** For grade crossings that do not meet grade separation warrants or crossings where other reasonable and effective traffic mitigation measures are feasible but the City still desires a grade separation, DART agrees to design and construct the Grade Separation subject to a determination by DART that there are no physical, environmental, financial or other constraints that would preclude a Grade Separation and will contribute One and One Half Million Dollars ($1,500,000.00) toward the cost thereof. Subject to DART’s sole satisfaction as to the method and assurance of payment, the City and/or other affected and interested parties must agree to pay the remainder of the actual cost of the grade separation prior to DART beginning design on the project.

3-6.07. **Provisions for Future Grade Separations.** Following completion of a particular grade crossing, should the construction of a Grade Separation in the future become necessary at that location in the judgment of the appropriate City and DART staffs based on the technical considerations set forth in this Article, DART will design and construct the Grade Separation subject to a determination by DART that other reasonable and effective traffic mitigation measures are not feasible and there are no physical, environmental, financial or other constraints that would preclude a Grade Separation and the allocation of funding responsibilities for both design and construction shall be determined between the City and DART prior to beginning design on the project, PROVIDED, HOWEVER, that DART will contribute no more than fifty percent (50%) of the cost of the retrofit up to a maximum of One and One Half Million Dollars ($1,500,000.00).

3-6.08. **Future Agreements.** For any mitigation measures, including, but not limited to, Median/Shared Right-of-Way Operation, Grade Level Street Crossings, protection devices or Grade Separation structures, agreements that set forth the respective responsibilities of DART and the City may be developed by the appropriate City and DART staffs for implementation as appropriate.

**§3 - ARTICLE 7. Shifts in Vertical Alignments.** Any shift in vertical alignment proposed by DART which is more than fifteen (15) feet measured vertically from the existing alignment in the Service Plan, and which is necessitated by considerations other than traffic, shall be evaluated to determine what mitigation measures, if any, are appropriate based on a process similar to that described in Article 3-6 of these Procedures. This evaluation shall include consideration of the following primary criteria: (a) noise; (b) safety; (c) drainage/floodplain; (d) geometric requirements; (e) access to adjacent properties; (f) aesthetics/visual intrusion; (g) cost-effectiveness; and (h) other considerations unique to the proposed vertical realignment.

**§3 - ARTICLE 8. Environmental and Special District Compliance.** Both DART and the City will adhere to all current and future laws, regulations and ordinances enacted by the United States of America, the State of Texas and the City with respect to the environment and special districts such as historic districts and sites. Environmental concerns will be addressed by DART in accordance with its approved policy and will include, but not be limited to,
consideration of physical environmental elements such as floodplains, drainage, soils, slopes and vegetation as well as other elements as they relate to health and safety, e.g. air, water and noise pollution. The City supports incorporation by DART of mitigation measures in the construction and operation of its light rail transit system designed to assure that a high level of urban and natural environmental quality is maintained.

§3 - ARTICLE 9. Off Premises Signs. DART agrees to comply with all City ordinances governing Off Premise Signs. DART will not allow the erection of new Off Premise Signs on DART property in the City outside of Fixed Facilities. DART will continue to maintain existing legal Off Premise Signs on DART property in accordance with all applicable City ordinances; provided, however, that DART, in accordance with all applicable City ordinances, may also remove or, if feasible, relocate within the same DART project area from which it is removed any legal Off-Premise Sign located on DART property if the removal of such sign is required for the construction of a Fixed Facility or a Fixed Guideway.

The City agrees that advertising signs in all DART Stations, bus transit centers and bus shelters shall be wholly exempt from the City's sign ordinance unless those signs are designed to inform or attract the attention of persons outside the specific site, PROVIDED, HOWEVER the limitation imposed herein does not extend to informing or attracting the attention of rail or bus patrons to the location of the Station or transit center.

SECTION FOUR
LRT FIXED FACILITY AND FIXED GUIDEWAY DESIGN AND CONSTRUCTION

§4 - ARTICLE 1. Design.

4-1.01. Design Criteria and Approvals. City staff review and concurrence will be required during all design phases for all proposed LRT construction within City right-of-way, on City property or on private property where City Facilities are affected. Final plans for such construction shall require approval by the City Manager or his designee prior to commencement of construction, which approval shall be required within twenty-one (21) calendar days after receipt of submission by DART and shall not be unreasonably withheld. Reasonableness tests shall include compliance with applicable laws, codes and ordinances and the standards outlined in §§4-1.03 and 4-1.04 along with standard engineering and construction practices recognized in the Dallas-Fort Worth Metroplex for similar construction.

4-1.02. Design Review on State Highway System Facilities. For those Fixed Facilities or Fixed Guideways proposed to be located within the right-of-way of a state highway under the ownership, maintenance or operating jurisdiction of the City, DART will provide the City with a copy of each of its design submittals to the Texas Department of Transportation ("TxDOT") at the same time they are submitted to TxDOT. Within twenty-one (21) calendar days of its receipt of DART'S Designs, (or shorter, if the City's own requirements are shorter) the City shall provide its comments to TxDOT for consideration and action and shall furnish to DART a copy of the City's comments at the same time the comments are submitted to TxDOT. The City shall identify all such comments as City-generated so that DART may directly interact with the City as appropriate.

4-1.03. Design Documents for City Facilities. Subject to modification permitted by the City and additionally subject at all times to compliance with DART or federal safety standards, DART shall use the City Standards in the preparation of its Designs and the City Standards shall govern all construction by DART within City right-of-way and on City property. Where approved by the City, DART shall use such other design criteria of general application to private or public development activities as may be developed from time to time.

4-1.04. Design Documents for DART Facilities. The following list of documents shall be used by DART in the preparation of its Designs and shall govern all construction by DART on private property or on DART Facilities other than those covered by Paragraph 1.03 of this Section. Such documents shall include:

4-1.0401. The City Building Code;

4-1.0402. appropriate standards and codes relating to the operation of Trains;
4-1.0403. all other applicable City codes and ordinances;

4-1.0404. all Train safety guidelines; and,

4-1.0405. DART Design Criteria and Standards.

4-1.05. **Amendment of Design Documents.** DART shall use the versions of the Design documents listed in Paragraphs 1.03 and 1.04 of this Section in effect at the time of approval by the City of the project definition submittal (10% Design), or upon the execution date of these Procedures, whichever is later. Revisions to said Design documents by the City during the first six (6) month period subsequent to said date which involve no cost changes in the project shall be incorporated by DART in future project submittals. DART will not be required to incorporate revisions by the City to said Design documents occurring after the first six months.

Changes by the City to the Design documents which involve cost changes to the project after a project definition submittal (10% Design) will be the subject of case-by-case negotiations between DART and the City.

4-1.06. **Utility Facilities.** During the design of a DART project, when utilities are involved, DART shall conform to City standards and shall adhere to utility franchise, license or other outstanding agreements between the City and the affected utility; PROVIDED, HOWEVER, that this requirement shall not be construed to modify Article 5 of Section Three of these Procedures. Upon DART's request, the City shall assist DART to the greatest extent possible in the negotiation of utility relocation agreements with City franchisees. At all times, DART agrees to minimize the disruption of public utilities to the extent reasonably necessary.

4-1.07. **Other Design Requirements.** During the Design of a DART project, DART shall develop a traffic sequence plan for its construction projects for City approval. Such traffic sequence plan shall provide, among other things, for the handling of vehicular and pedestrian traffic on streets adjacent to the DART project and shall show construction phases, street closings, detours, warning devices, traffic signal phasing and timing changes (temporary and permanent) and any other pertinent devices and/or facilities. DART may make changes to approved traffic maintenance plans only with prior approval by the City. Where applicable, DART shall require each of its contractors to submit to the City such contractor's haul routes to the City for approval. DART shall require its contractors to make a diligent effort to insure that no debris is spilled on City Facilities and that no excessive wear or damage occurs to City Facilities. Any City Facility that becomes unsightly as a result of the DART project shall be cleaned by DART or a DART contractor. Trench safety documents, created, signed and sealed by a registered professional engineer, licensed in the State of Texas and complying with all applicable laws and regulations, shall be required by the City for excavation on a City Facility.

4-1.08. **Temporary Service.** City Facilities shall not be taken out of service without specific approval of the City. If it is determined by the City that temporary service is required as a consequence of DART construction, such temporary service shall be furnished and installed by DART at DART's expense. Alternatively, the City may elect to provide the temporary service with reimbursement by DART. The City shall advise DART of the need for temporary service within a reasonable period after the request is made by DART.

4-1.09. **Design Performed by City.** When DART and the City agree that Design for a specific facility modification is to be performed by the City, the following procedures shall govern:

4-1.0901. DART shall issue a DART Task Order to the City, upon acceptance of which, the City shall, in accordance with an agreed schedule for completion and cost reimbursement, proceed to perform the Design.

4-1.0902. The City shall use its best efforts to schedule its Design to coincide with DART's design schedule for the corresponding section or portion of the DART project.

4-1.0903. The City shall submit the Design plans and specifications to DART for review and comment, along with an estimate of the cost and an estimate of the construction time needed to perform the required work, including procurement of any long lead-time materials.
4-1.0904. The City shall coordinate its facility modification plans with other affected utilities.

4-1.10. **Design Performed by DART.** When DART and the City agree that a Design for a specific facilities modification is to be performed by DART, the following procedures shall govern:

4-1.1001. During the Design process, at the stages agreed upon, DART shall submit to the City the Design plans and specifications for review and subsequent approval. The City shall use its best efforts to expedite and respond to the plan review, approval and permitting process within twenty-one (21) calendar days from receipt of the submittal.

4-1.1002. For City Facilities only, DART shall provide the City with a set of the approved reproducible drawings prior to construction, signed and sealed by one or more registered professional engineers licensed in the State of Texas.

4-1.1003. DART shall coordinate its facility modification plans with all affected utilities.

4-1.1004. For City Facilities only, DART shall provide three (3) sets of bid documents to the Director of Public Works on or before the date of distribution of the documents to potential bidders. The City shall have the right to review and comment on the bid documents.

4-1.1005. DART shall not direct its contractors to commence work on an approved project within City right-of-way or on City property until the appropriate bonds and insurance certificates have been provided and a City permit obtained for the work. Such permit shall not be unreasonably withheld or delayed.

4-1.11. **Coordination of New City Facilities on City Property or City Right-of-Way.** The City agrees not to design or construct a City Facility that would interfere with the construction or operation of a DART facility. If the City plans to construct new facilities on City property or right-of-way that would conflict with construction or operation of the DART project, DART and the City shall make arrangements, if possible, to install such new facilities in a place and manner that will not conflict with the DART project. DART shall closely monitor proposed City construction activity to insure this coordination and shall notify the City of possible conflicts. Upon receipt of notice of possible conflicts, the City shall undertake reasonable efforts to modify its plans to accommodate the DART project. Where appropriate, any increased cost to the City in modifying a previously completed Design and any resulting increased cost of construction of City Facilities to accommodate the DART project shall be paid by DART.

4-1.12. **Betterments.** Before attaining the 65% design level, the City shall provide DART in writing the details of any Betterments the City may request in a specific section of a DART project so that the Design of the Betterments can be coordinated in the overall Design of the project. Upon agreement by DART as to the scope of the Betterments, they shall be constructed by DART at the City’s cost.

§4 - ARTICLE 2. Acquisition or Exchange of Land.

4-2.01. **Right-of-Way Acquisition by DART.** In the event the Design of Fixed Facilities or Fixed Guideway requires new street or alley right-of-way outside the Fixed Facilities or Fixed Guideway, it shall be acquired by DART and conveyed to the City by special warranty deed as soon as reasonably feasible following completion of the project. As consideration for such conveyance, the City shall either (a) pay for such right-of-way a sum equal to the fair market value of the land, plus acquisition costs; or (b) acquire and exchange other new or additional right-of-way required by DART of equal value or utility.

4-2.02. **Rights-of-Way Abandoned and Transferred to DART.** Unless otherwise agreed by the parties, when construction of a DART project requires existing City streets and/or alleys outside of the Fixed Guideway to be abandoned and title to such right-of-way conveyed to DART, such conveyance shall be made by special warranty deed, and, as consideration for such transfer, DART shall: (a) acquire and convey to City replacement right-of-way
of equal value or utility; or (b) pay for such right-of-way a sum equal to the fair market value of the land plus acquisition costs; or (c) exchange other new or additional street or alley right-of-way acquired or to be acquired by DART and conveyed to the City.

4-2.03. Roadway Closures; Right-of-Way Retained by City. When existing City streets or alleys are to be closed as a result of a DART project, and when such right-of-way is not utilized by that DART project and title to the property is to remain in the City, no payment for such property shall be required of DART.

4-2.04. Other City Property. When a DART project requires acquisition of City property other than street or alley rights-of-way, DART shall compensate the City at fair market value for the property rights acquired, which compensation may be in cash, exchange for land owned by DART, credit toward Betterments requested by the City or any combination of methods acceptable to the parties.

4-2.05. DART Property. When a City project requires acquisition of DART Property that is not otherwise to be made available to the City, the City shall compensate DART at fair market value for the property rights acquired, which compensation may be in cash, exchange for land owned by the City or a combination acceptable to the parties.

4-2.06. City Easements Within Project Right-of-Way. If a City Facility is located on DART Property by license or easement to the City, and if DART requires the City to make a modification for DART’s convenience and the replacement facility will be located within the DART project right-of-way, DART shall accommodate the replacement and the City shall be reimbursed for all costs incurred for relocating such City Facilities. If requested by the City a replacement license or easement shall be granted to the City by DART at no cost to the City. It is hereby understood that in accepting such replacement license or easement and in releasing its existing rights, the City shall be granted the right to install, operate, maintain and remove the relocated facilities on the replacement license or easement. DART agrees to construct DART Facilities so as to allow for said City installation, operation, maintenance or removal, if required. Any such installation, operation, maintenance or removal shall be done at such times and in such a manner as not to unreasonably interfere with or endanger DART operations and the City will provide proper notice of any such installation, maintenance or removal.

§4 - ARTICLE 3. Construction.

4-3.01. City Construction on Behalf of DART. When it is agreed that the City shall construct a modification to City Facilities necessary to eliminate a conflict with a DART project, the following provisions shall govern:

4-3.0101. DART shall issue a Task Order outlining the construction work that the City is to perform and shall provide a detailed estimate of costs to be paid to the City, including a ten percent (10%) contingency. Upon written acceptance of the Task Order, the City shall use its best efforts to commence and complete the work as agreed upon in conformance with the approved Design plans and specifications, on schedule and within the established budget. All actual Design and construction costs shall be paid by DART and the City shall be paid its costs on a monthly basis as they accrue and are billed to DART. The City shall not be entitled to use the contingency funds without the prior approval of DART, which approval shall not be unreasonably withheld or delayed. No construction costs that exceed the agreed budget shall be paid unless approved by the DART Board.

4-3.0102. The City shall not make any changes in the approved Design plans and specifications without the prior concurrence of DART. DART may make changes to the approved Design plans and specifications after the issuance of the Task Order; provided, however, that DART shall be responsible for paying all reasonable and necessary costs to the City associated with the requested change.

4-3.0103. In the event temporary facilities are necessary to effect a modification, the
City may use lands owned or controlled by DART for the purpose of erecting such temporary facilities, provided DART shall have approved in writing the location, usage and duration of such temporary facilities. Upon completion of replacement facilities in their permanent locations, the City shall remove all temporary facilities and restore the area as nearly as practical to its original condition unless the City and DART agree in writing to some different standard.

4-3.0104. The City shall notify DART in writing at least five (5) working days prior to commencing the work so that DART may make arrangements for such inspection and record-keeping as DART may desire.

4-3.0105. If reasonably possible, the City shall not exceed the schedule or the amount of money specified in each Task Order without the prior written approval of DART. The City shall advise DART when the project is 75% complete or no later than thirty (30) days prior to completion, whichever is earlier.

4-3.0106. The City shall provide DART such information as shall be necessary in order to incorporate the City's work schedule into DART's scheduling and tracking system.

4-3.0107. If at any time the City has reason to believe that the schedule and/or cost to DART will exceed that specified in the Task Order, the City shall immediately notify DART in writing to that effect, giving its revised schedule and/or cost estimate for the work authorized in the Task Order. Subject to audit and following DART approval, DART shall provide such additional funding as is necessary to complete the work.

4-3.0108. DART shall reimburse the City for all Direct and Indirect Costs incurred by the City to relocate facilities belonging to another agency or company where such facilities are jointly reconstructed with the City's conflicting facilities or where such facilities occupy the area of the City's conflicting facilities pursuant to preexisting agreements.

4-3.0109. All charges, costs and payments hereunder shall be subject to audit by DART.

4-3.02. **DART Construction on Behalf of City.** When DART and the City agree that DART shall perform a specific modification of a City Facility for DART's benefit, DART shall perform the modification in conformance with the Design plans, specifications, on schedule and within the established budget agreed to by DART and the City during Design and the City shall provide inspection services to insure such conformance. The City shall expedite the inspection and permitting process. DART's engineer shall inspect the construction of the modification and shall subsequently certify that the modification was constructed strictly in accordance with the approved plans and specifications. DART may make changes to previously approved modification plans only with the prior written approval of the City.

4-3.03. **Construction of Betterments.** When DART and the City agree that DART shall construct a Betterment to City Facilities, the following provisions shall govern:

4-3.0301. The City shall issue a Task Order outlining the construction that DART shall perform and provide a detailed estimate of costs to be paid to DART including a ten percent (10%) contingency. Upon written acceptance of the Task Order, DART shall commence and complete the work as agreed in conformance with the design plans and specifications. All Design and construction costs for the Betterment shall be paid for by the City and DART will be paid by the City for all of DART's Direct and Indirect Costs associated with the Betterment.

4-3.0302. DART shall not make any changes in the approved Design plans of the Betterment without the prior concurrence of the City.

4-3.0303. In the event that temporary facilities are necessary to effect a Betterment, DART may use lands owned or controlled by the City for the purpose of erecting such temporary facilities, provided that the City shall have approved in writing the location, usage and duration of
such temporary facilities and restore the area as nearly practical to its original condition unless the City and DART agree in writing to some different standard.

4-3.0304. DART shall notify the City in writing at least five (5) working days prior to commencing the Betterment work so that the City may make arrangements for such inspection and record-keeping as the City may desire.

4-3.0305. DART shall provide the City necessary information in order to incorporate DART's work schedule into the City's scheduling and tracking system.

4-3.0306. If at any time DART has reason to believe that the schedule and/or cost to the City will exceed that specified in the Betterment Task Order, DART shall immediately notify the City in writing to that effect, giving its revised schedule and/or cost estimate for the work authorized in the Task Order. Subject to audit and following City approval, the City shall provide such additional funding when necessary in order to complete the Betterment work.

4-3.0307. The City shall reimburse DART for all of DART's Direct and Indirect Costs incurred by DART to relocate facilities belonging to another agency or company where such facilities are jointly reconstructed with DART's conflicting facilities or where such facilities occupy the area of DART's conflicting facilities pursuant to preexisting agreements.

4-3.0308. Following final completion of the Betterment task assigned, the City shall make final payment to DART for any budgeted costs incurred in excess of previous funding received.

4-3.0309. All charges, costs and payments shall be subject to audit by the City.

4-3.04. Emergency and Regular Maintenance During Construction. The City shall undertake reasonable efforts to schedule its Maintenance work on City Facilities and to perform such work in an expeditious manner so as not to interfere with construction of a DART project. In any case where a City Facility emergency failure occurs resulting in a serious interruption in the City utility services, the City shall inform DART that access is required to DART's construction area or rights-of-way for the purpose of performing the necessary work or construction. In such cases, DART agrees that it will make whatever accommodations are reasonably necessary to permit the City to undertake the required work. All Regular Maintenance shall be coordinated with DART.

4-3.05. Proposed Plan Revisions; Field Changes. All proposed plan revisions or field changes that affect or require the modification of City Facilities shall be expeditiously reviewed and approved by the City prior to commencement of the construction revision by DART. The City shall receive notice of all plan revisions that do not affect City Facilities within a reasonable period of time.

4-3.06. Record Drawings. Whichever entity is responsible for a construction in City right-of-way or City property, shall maintain a detailed set of record drawings of such construction as performed. Within sixty (60) days after construction is complete, the party that performed the work shall furnish the other party with complete and accurate record drawings showing all new, modified or replacement facilities installed by the performing party. These drawings shall consist of acceptable reproducible drawings and compatible digital files, if available. Each party shall prepare or cause to be prepared the record drawings for which it is responsible in accordance with the drafting standards of the party responsible for maintenance of the modification. The City will be allowed to review the drawings during the construction at appropriate DART field offices. The City shall provide record drawings for each modification of all City-owned utilities to DART for inclusion in the total record drawing package.

4-3.07. Salvage to DART. Where appropriate, the City may request that DART salvage valuable materials belonging to the City during the course of construction. If the materials, as determined by the City, are to be used in a DART project, they shall be stored by DART or the City until such time as the progress of the work allows the reinstallation of such materials. Materials that are not to be reused and which the City desires to reclaim shall be returned by DART to a location agreeable to DART and the City. If the materials removed by DART are
not reusable and are not desired by the City, such materials shall become the property of DART.

4-3.08. **Authorizations.** If, prior to DART's scheduled date of commencement of work in a section or portion of a DART project, any modification necessary to eliminate a conflict has not been completed, the City shall authorize DART to proceed with the construction of the section or portion of a DART project in accordance with DART's schedule, PROVIDED, HOWEVER, that such authorization shall not relieve the party performing the modification of its obligation to complete the modification; FURTHER PROVIDED, that such authorization does not unreasonably interfere with the City's provision of services to the public, and FURTHER PROVIDED, that the City is permitted under applicable law to grant such authorizations. The City shall not unreasonably withhold or delay its authorization under this Section.

§4 - **ARTICLE 4. Quality Assurance and Acceptance.**

4-4.01. **Inspection of Construction of City Facilities.** Modification of City Facilities to be maintained by the City shall be inspected and approved by the City. Likewise, the City shall have the right to inspect those sections or portions of a DART Project in which City Facilities exist or may be affected as coordinated with DART field sites. The City shall furnish its inspectors to observe such modification of facilities so that any changes may be immediately implemented and, upon completion of same, the City will have a basis for acceptance of the work. All City direction affecting DART contractors shall be given through DART representatives EXCEPT when an emergency situation exists or is imminent and the DART representative is not available. The City Water Department inspectors shall have day-to-day inspection responsibility, and, through the DART representative, control of alterations to the City's water and wastewater system facilities. City and DART representatives shall coordinate field activities throughout the construction process. DART shall have a readily available, designated representative available on-site at all times that construction activities are underway on City Facilities and accessible by telephone at all other times for emergency response.

Construction and materials testing as agreed by the City and DART shall be performed by certified laboratories under contract to and paid by DART. DART agrees to furnish to City certified results of all tests, upon request.

Following site visits, DART and the City shall inform each other in writing of any deficiencies or discrepancies observed. A daily report will be maintained by each inspector, a copy of which shall be available at the appropriate field office. Whenever unacceptable work on a City Facility is noted by the City, the Director of Public Works or his/her designee shall immediately notify DART's Senior Vice President for Project Management or his/her designee to repair, replace or correct the work to conform to approved plans and specifications. DART may use whatever means are available or necessary to insure resolution of the problem, including withholding payments to its contractors under the terms of their contracts with DART. The City shall not withhold its acceptance of the work so long as the project was constructed in accordance with the approved plans and specifications.

4-4.02. **Final Walk-Through and Acceptance.** Upon completion of construction of a City Facility, City staff shall accompany DART's engineer when final walk-through and preparation of the punch list is made of items not in conformance with the approved plans and specifications. Items identified by the City as not in conformance with the approved plans and specifications must be identified in writing to DART as a contractor punch-list item within three (3) days of the walk-through. After the contractor punch-list is performed to meet specifications, and upon receipt of certification by a registered professional engineer licensed in the State of Texas that the construction performed conforms with the approved plans and specifications, evidence of DART's right of possession, City shall accept responsibility for maintenance of any new City Facility, EXCEPT for warranty obligations of the contractor or correction of defective work, which shall remain the responsibility of DART's contractors and for which DART shall obtain correction to the extent authorized by law.

§4 - **ARTICLE 5. Bonding, Warranty, Insurance and Design Responsibility and Liability.**

4-5.01. **Bonding.** Where DART awards a construction contract in excess of $25,000.00 in City right-of-
way or on City property, the contractor shall provide performance and payment bonds acceptable to the City Attorney and DART's General Counsel in an amount equal to one hundred (100%) percent of the contract price, with the City and DART named as co-obligees. The bond forms shall be substantially equivalent to the City's standard bond forms. All bonding shall meet the requirements of State Law with surety companies only acceptable to DART and the City.

4-5.02. Warranty Requirements. DART shall require its contractors to warrant all work on City Facilities against defects in materials and workmanship in writing for a minimum period of one (1) year after final acceptance of the work, and shall require DART's contractors to remedy in a timely manner any defect, or correct and repair any damage, as determined by the City to City Facilities during the warranty period that is caused by a failure of such facilities in stalled or modified by DART's contractor. Latent defects in DART's construction shall also be DART's responsibility following the expiration of the express warranty period to the extent authorized by law.

4-5.03. Insurance. Any Design or construction contracts entered into by DART or the City for work in City right-of-way or on City property in connection with a DART project shall provide for insurance coverage and endorsements acceptable to the DART and City Risk Managers. Such insurance shall not be for less than those types of policies and coverages normally required by the City and DART of its consultants and contractors on similar projects and shall include notification requirements, limits and deductibles acceptable to both City and DART. Insurance meeting the following requirements is acceptable:

4-5.0301. Contractor liability insurance policies shall contain endorsements to the policies of insurance that name the City and DART as additional insureds.

4-5.0302. Any such insurance shall be primary to and not contributing with any insurance maintained by the City.

4-5.0303. Insurance coverage for construction shall include All Risk Builders Risk Insurance (including flood coverage) covering the entire work against loss or damage until completion and acceptance by the City and DART.

4-5.0304. Commercial General Liability Insurance shall be endorsed for broad form property damage, explosion, collapse and underground hazards and shall include independent contractor's liability, personal injury, premises operations, products and completed operations and contractual liability with a per occurrence amount acceptable to the City and DART's Risk Managers.

4-5.0305. Comprehensive Automobile and Truck Liability Insurance for all owned and non-owned vehicles shall have a combined single limit per occurrence amount acceptable to the City and DART's Risk Managers.

4-5.0306. Worker's Compensation coverage as required by law.

4-5.0307. Professional Liability Insurance (Errors and Omissions) for Design consultants, with limits and extended discovery periods acceptable to the City and DART's Risk Managers.

4-5.04. Design Responsibility and Liability. Approval of any DART design and/or construction document by the City shall not be deemed an assumption or acceptance of any responsibility or liability by the City for the adequacy or competency of the designs or construction documents and all such responsibility and liability shall be and remain with DART and its consultants. Likewise, any approval of any City design and/or construction document by DART shall not be deemed an assumption or acceptance of any responsibility or liability by DART for the adequacy or competency of the designs or construction documents and all such responsibility and liability shall be and remain with the City and its consultants.

4-6.01. Additional Contract Clauses. DART shall include in its contract technical specifications related to improvements on City right-of-way or City property such requirements as may be reasonably requested by the City to address project specific needs relating to City Facilities. In addition, DART shall include a provision whereby the DART contractor releases the City from any claim or obligation for payment under the DART contract.

Likewise, the city shall include in its contract technical specifications related to improvements on DART right-of-way or DART property such requirements as may be reasonably requested by DART to address project specific needs relating to DART Facilities. In addition, the City shall include a provision whereby the City contractor releases DART from any claim or obligation for payment under the City Contract.

4-6.02. Access. To the extent required by law during DART's construction activities, DART shall maintain vehicular and pedestrian access to property and buildings abutting City right-of-way. DART shall be responsible for conducting, providing and paying for the defense of any litigation in this regard and all costs, expenses, liability and damages resulting from loss of vehicular or pedestrian access as a result of DART construction shall be borne by DART.

4-6.03. Corrosion (Stray Current) Control. DART's Designs shall be reviewed by engineers acceptable to the City who are experienced and qualified in the area of stray current control for transit systems and utility lines. Final Designs shall include systems on Fixed Facilities and Fixed Guideways and on utility lines for the proper protection of existing, proposed and future utility lines, both public and private for the design life of the facility. Following completion of construction, DART's engineers shall test and monitor on a periodic basis the transit system and selected utility systems in the vicinity of DART Facilities and operations in order to determine the effectiveness of the stray current corrosion control systems and such findings shall be made available to the City. Any undesirable effects observed by an expert recognized as such by the corrosion control industry, hired by DART and acceptable to the City and DART, shall be corrected at DART's cost. Corrective action may be implemented on transit facilities, utilities or both as necessary and applicable.

4-6.04. Safety Reviews of DART Designs. Prior to finalization of DART plans and specifications, DART shall conduct safety review and evaluation of such plans and specifications, particularly with regard to vehicle operations and electrical hazards. Such reviews and evaluations shall be undertaken by fully qualified individuals experienced with the facilities DART proposes to build. The City shall be provided with the completed evaluation reports and DART shall consider and address all recommendations therein contained in its final Designs.

SECTION FIVE
LRT OPERATIONS AND MAINTENANCE

§5 - ARTICLE 1. The "Procedures Manual". Pursuant to the Master Interlocal Agreement with the City of Dallas, standard operating procedures for the operation and maintenance of the Light Rail Transit System were developed by DART as the "Operations and Maintenance Procedures Manual", (the "Procedures Manual") which is approved and incorporated by reference and made a part of these Procedures as Exhibit "A". All references in the Procedures Manual to "the City of Dallas" shall be interpreted by the parties to these Procedures to apply to the City. The City and DART will, as necessary, add an Addendum to the Procedures Manual reflecting the specific operational and maintenance obligations that differ from those obligations between the City of Dallas and DART. All references herein to "Procedures Manual" shall be intended to include the Procedures Manual Addendum adopted for the City, where applicable.

5-1.01. The Procedures Manual Addendum. The Procedures Manual Addendum will contain specific details addressing each of the following matters:

5-1.01.1. Specific traffic signal timings for the operation of the traffic and train signals within the City;
5-1.0102. Train Headways within the City Limits; and,

5-1.0203. Traffic mitigation Design-construction plans;

5-1.02. Procedures Manual and Addendum Modifications. Significant modifications to either the Procedures Manual or the Procedures Manual Addendum shall be approved in writing by the City Manager and the DART President/Executive Director. Minor field adjustments, if any, to the Procedures Manual Addendum shall be on the approval of the City Traffic Engineer or other designated City department head and the DART Vice President for Transportation or Vice President for Maintenance, as the case may be.

§5 - ARTICLE 2. Maintenance.

5-2.01. DART Maintenance Obligations. DART shall assume permanent Maintenance responsibility for the project elements as described in the Procedures Manual Addendum.

5-2.02. City Maintenance Obligations. The City shall assume permanent Maintenance responsibility for the project elements as described in the Procedures Manual Addendum.

5-2.03. City Maintenance Work.

5-2.0301. The City shall provide DART advance notification pursuant to the Procedures Manual, for any Maintenance, repair or improvement work performed by the City or its contractors on the Operational Throughway that may affect rail operations. All City-performed Maintenance, repair or improvement work shall be in complete accordance with approved DART Maintenance and safety procedures as documented in the Procedures Manual. The City shall not grant permits for work by utilities or other persons or entities within the DART Operational Throughway without the prior written approval from DART.

5-2.0302. Should the City perform Maintenance, repair or improvement work on or near the DART Operational Throughway, City forces shall provide and install adequate construction warning signs and other requirements in accordance with TMUTCD, the Procedures Manual and standard City practices. When the City is performing work within DART's right-of-way, DART's safety standards or practices shall likewise be followed. In the event of a variance between DART and City safety standards or practices, the more restrictive shall be followed. If City Maintenance, repair or improvement work damages DART Facilities or equipment, the City shall be responsible for the immediate restoration of the affected facilities or equipment to their condition prior to the start of such work by the City. If the City Maintenance, repair or improvement work require operational disruption to DART's regularly scheduled (or special event) light rail transit operations, then, the City shall pay to DART all costs that DART incurs in performing alternative service activities (i.e., bus bridge service) in order to maintain light rail train service to its customers. In the event the City does not immediately restore and/or repair the damage, DART may make the repairs with DART’s costs of such repairs being reimbursed by the City.

5-2.04. DART Maintenance Work.

5-2.0401. DART shall provide advance notification as provided in the Procedures Manual, to the appropriate City department to receive advance approval from the City for DART or its contractors to perform any Maintenance, repair or improvement work situated on City right-of-way, on other City property, or that may affect the operation of City Facilities or other utility and/or communication facilities in place. This includes work above City water lines or across City streets where traffic may be affected. DART or its contractors shall be responsible for obtaining any necessary permits or other approvals required by City ordinance prior to beginning the Maintenance, repair or improvement work. Such permits or approvals shall not be unreasonably withheld or delayed. Notification to the City is not required if the maintenance, repair or improvement work does not occur on City right-of-way or other City Property and does not affect operation of City Facilities or utility and/or communication facilities.
5-2.0402. Should DART perform Maintenance, repair or improvement work on or near City Facilities, DART shall provide and install adequate construction warning signs and other requirements in strict accordance with TMUTCD, the Procedures Manual and standard DART practices. When DART is performing work within the City's right-of-way, the City's safety standards and practices shall also be followed. In the event of a variance between DART and City safety standards or practices, the more restrictive shall be followed. If DART Maintenance, repair or improvement work damages City Facilities or equipment, DART shall be responsible for the immediate restoration of the affected facilities or equipment to their condition prior to the start of such work by DART.

5-2.0403. Following completion of the Light Rail Transit System within the City, DART will implement corrosion control inspection and Maintenance procedures reasonably acceptable to the City. DART's engineers will test and monitor on a periodic basis (but not less than annually) the Light Rail Transit System and selected utility systems in the area of DART Facilities and operations in order to determine the effectiveness of the corrosion control systems and such findings shall be made available to the City within thirty (30) days after receipt by DART. In the event the City does not immediately restore and/or repair the damage, DART may make the repairs with DART's costs of such repairs being reimbursed by the City.

5-2.05. Safety Qualifications. The City shall be responsible for assuring that key City personnel or its contract supervisors performing work on the DART Operational Throughway are certified by DART in proper safety procedures prior to entering the Operational Throughway. Certification tags or other identification will be issued to certified personnel and shall be displayed at the work site at all times. DART shall provide safety training and instruction to such personnel and contractors at periodic intervals. Safety training and instruction will be provided by DART within thirty (30) days after notice at a location and time to be determined and specified by DART.

5-2.06. Insurance. City contractors performing work within the DART Operational Throughway, and DART contractors performing work on City property shall each carry suitable casualty and liability insurance with coverages and limits jointly determined by DART's and the City's Risk Managers and complying with SECTION FOUR, ARTICLE 5 of these Procedures. Any such policy shall name the other party as an additional insured and proof of such insurance shall be promptly provided to the other party upon request.

5-2.07. Displays and Special Events.

5-2.07.01. It is understood by the City and DART that the movement by Trains and pedestrian and traffic flow along the Operational Throughway is of primary importance to the parties and that under no circumstances will a permit be granted to any person or entity for any use of the Operational Throughway that would in anyway interrupt, block or restrict such activities.

5-2.07.02. DART and the City recognize the potential for third parties to request the use of the OCS poles, traffic signal poles and other structural elements for displays (decorative, seasonal, etc.) and recognize the need for a mechanism to process such requests. Each party shall submit to the other a written notification of all requests each receives for approval of any displays to be attached to the other's poles and structures. Neither the City nor DART shall unilaterally grant permits for displays attached to DART OCS poles, City traffic signals or placed above the Operational throughway without the written authorization from both the City and DART and without review under the City's Special Events Permit process. Under no circumstance shall any display be permitted that would in any way impede the ability to see and react to changing traffic conditions, or to any traffic control device or Train signal while the rail Vehicles or motor vehicles are or may be in operation.

5-2.07.03. Once the City and DART have approved a permit for installation of approved displays, and before such installation is commenced, the permittee shall be required to notify
DART's OCC and the City's TMC and any other persons as required by the permit to insure that adequate safety measures are observed. DART reserves the right to perform the installation of any such displays to its OCS poles or above the Fixed Guideway. Each party may require reimbursement for labor and materials associated with its installation of approved displays.

2.0704. Requests for special events such as parades, festivals, sporting events, etc., along or crossing the Operational Throughway shall be submitted to DART at least thirty (30) days in advance of the proposed event for review and comment as part of the City's Special Events Permit process and to the extent such a request affects the Operational Throughway, it must be approved by DART.

§5 - ARTICLE 3. Operations.

5-3.01. General Provisions.

5-3.0101. Joint operational procedures between the City's traffic control system and the DART Train operation system shall be developed and implemented to optimize performance and Level of Service for both modes of transportation.

5-3.0102. While it is recognized that provision of services by both DART and the City benefit the public, the City retains ultimate control over the traffic operation system within the City limits. The City shall coordinate with DART in advance on decisions regarding enhancements or modifications to the traffic controller software that may affect Train operations. Consistent with the parameters established in these Procedures and the Procedures Manual, the City will not unilaterally modify the traffic control mitigations (hardware and/or software) in such a manner as to modify Headway or scheduled travel time. Likewise, DART will not unilaterally modify Train operations in such a manner as to disrupt traffic operations.

5-3.0103. Scheduled initial Headway in each direction shall be established for the LRT segments within the City's limits after consultation between DART and the City.

5-3.0104. Headways may be modified in any way after initial setting by a current authorization by the DART President/Executive Director and the City Manager, documented in the form of official updates to the Procedures Manual Addendum.

5-3.02. Train Operation.

5-3.0201. Train operations throughout the DART LRT System shall be established, used and maintained to accommodate the operational requirements of street traffic flow and the operational requirements of At-Grade Train crossings.

5-3.0202. Train operations through the DART-exclusive sections of the Operational Throughway, including grade crossings with automatic warning devices, shall be carried out through methods and criteria determined by DART that are reasonable, consistent with the principles of the Association of American Railroads - Signal Manual of Recommended Practices (the "AAR-Signal Manual") and consistent with the requirements set out in these Procedures.

5-3.03. Train Crossing Operating Mitigations (Hardware).

5-3.0301. Automatic warning and traffic control devices (such as signs, automatic gates, bells, flashers) shall be provided by DART and shall be consistent with current standards in the AAR-Signal Manual and the TMUTCD. The type, quantity and location of all the mitigations will be determined through the design-review process based on applicable engineering principles. Automatic warning devices shall work on fail-safe principles.
5-3.0302. When the Operational Throughway is within City-street right-of-way between crossings, special Train-only signal indications may be used as a Train control mitigation.

5-3.04. Street Traffic Operation. Traffic and traffic signal operations within the TTSS shall be established, used and maintained to accommodate the operational requirements of street-traffic flow and the operational requirements of At-grade Train crossings.

5-3.05. Traffic Operating Mitigations (Hardware). DART will provide or reimburse the City for all initial installations of traffic control devices and other hardware necessary to achieve the intended traffic/Train operation as specified herein. These devices include, but are not limited to, solid-state traffic signal controllers and their cabinet control equipment, controller telecommunication connections (cable drops), signal conduits, foundations, detectors, and other input hardware, mast-arm assemblies, and other structural hardware, signal heads, and other output hardware, signs, and markings. DART will provide an interface between the Train control system and the traffic control system and other interface enhancements as necessary. Where possible, existing traffic signal equipment will be reused.

5-3.06. Traffic Operating Mitigation (Signal Settings).

5-3.0601. DART will provide or reimburse the City for the City's Direct and Indirect Costs for all signal settings, software, and other non-hardware operational control mitigations necessary to achieve the intended traffic/Train operation as specified herein. The signal settings shall be documented in the Procedures Manual.

5-3.0602. The operations procedures shall include signal settings up to five (5) time periods of the daily signal settings schedule (AM peak hour, PM peak hour, off-peak hours, late-night hours, and weekend) as further described herein. The traffic signal settings that are provided and proposed by DART and accepted by City staff will contain the initial signal settings for the traffic signals. City staff will implement the initial signal settings. In general, signal settings shall be complete enough to allow the operation of traffic controllers in a manner consistent with the TMUTCD, City guidelines and practices, and with controller manufacturer's specifications.

5-3.0603. Either DART or the City staff may propose minor adjustments to the traffic signal settings with the adjustments to be subject to approval as described herein and to be documented through updates to the Procedures Manual. City staff will perform DART-proposed adjustments with reimbursement from DART, while City-proposed adjustments will be performed by City staff at City's expense.

5-3.07. Maintenance.

5-3.0701. Responsibility for the Maintenance of traffic mitigations is specifically described in the Procedures Manual. Generally, DART will maintain all traffic control devices exclusively necessitated by the presence of grade crossings for LRT (e.g., automatic gates, crossing lights, crossing bells, Train-only signals, selected telecommunications elements, etc.) while the City will maintain all other traffic mitigations (e.g., traffic signals and controllers, selected telecommunications elements, signs, pavement markings, etc.). Unless otherwise identified in the operating procedures, DART shall maintain all interface cabling and hardware up to connection on a terminal box located on the traffic controller cabinet.

5-3.0702. The City will be responsible for maintaining the traffic signal system hardware and software. Where traffic signals are attached to OCS poles, DART shall maintain the pole and the City shall maintain the attached traffic signal equipment. Where DART rail signals or equipment are attached to City poles, the City shall maintain the pole and DART shall maintain the attached equipment.

5-3.0703. Replacement and maintenance of LRT-specific and non-typical traffic signal hardware (including signage) is as provided in the Procedures Manual. Non-typical hardware and
software is that which is installed for LRT operational and safety purposes and which varies from City standards.

5-3.0704. Spare parts for traffic signal equipment that is routinely used by the City shall be kept in the City's inventory for immediate replacement of failed parts. Traffic signal equipment used for the DART At-Grade crossings that is significantly different from City's inventory shall be provided by DART at the request of the City at no cost to the City.

5-3.0705. Response times for maintenance and repair of all individual components shall be performed within typical City incident classification and response times. The City recognizes the importance of efficient rail service and will work diligently with DART to identify priorities for response.

§5 - ARTICLE 4. Fire/Life, Safety Coordination. It is understood and agreed by the City and DART that neither the Fixed Guideway, the Operational Throughway nor any portion of the foregoing are ever to be considered or treated as a designated primary emergency response route or throughway, or a short cut from one place in the City to another for other than DART vehicles or Trains. The City and DART will coordinate notifications and emergency response to incidents occurring on the Operational Throughway or the Fixed Guideway that may severely affect public safety on the Fixed Guideway or Operational Throughway and the safety of passengers, employees and the general public.

5-4.01. Fire/Life Safety Committee. A Fire/Life Safety Committee (FLSC) shall be established consisting of representatives of DART and City emergency response departments such as fire, police and other departments designated by the City. These representatives shall have the authority to make decisions in the areas of emergency response and fire/life safety. The FLSC shall meet on a regular basis to discuss and plan activities requiring interface between DART and City emergency response departments.

5-4.02. Emergency Procedure Plan. An Emergency Procedure Plan shall be developed by DART consistent with the requirements defined in National Fire Protection Association 130 (NFPA 130)-Fixed Guideway Transit Systems, Chapter 6 and other applicable guidelines and regulations. The Emergency Procedure Plan will be reviewed and coordinated with and approved by City emergency response departments.

5-4.03. Emergency Drills. Periodic emergency response drills will be conducted prior to the start of LRT operations within the City and at periodic intervals thereafter as defined in NFPA 130, Chapter 6. DART will plan and conduct drills in coordination with appropriate emergency response organizations through the FLSC.


5-4.0401. At the request of the emergency response official or his designee in charge at the location of an incident, DART personnel will remove power from the OCS. Procedures for removing and restoring power will be consistent with NFPA 130, Chapter 6. Detailed procedures will be developed by DART and coordinated with the FLSC. Prior to start of revenue service within the City, DART will provide training and equipment to City emergency response personnel to enable confirmation that power has actually been removed.

5-4.0402. DART and City emergency response personnel shall work cooperatively to minimize the frequency that power is removed and emergency response vehicles are stopped on the Fixed Guideway, and to minimize any other blockage of the Fixed Guideway that may occur. These situations shall be limited to events where no other reasonable alternatives are available to enable City emergency response organizations to perform their life/safety responsibilities.

5-4.0403. Any emergency condition that may affect operations or public safety that comes to the knowledge of City forces, or any actual emergency response action along the Fixed Guideway initiated by City forces shall be reported immediately to the DART OCC. Likewise, any emergency condition on a City street or Facility that may affect operations or public safety
that comes to the knowledge of DART forces, or any actual emergency response action along a
City street including portions in the Operational Throughway initiated by DART forces shall be
reported immediately to the City TMC or appropriate City contact point.

5-4.05. Police and Security. In accordance with DART Board policy and pursuant to Chapter 452, Texas
Transportation Code, DART will provide security for passengers on Trains, at Stations, on the Operational
Throughway and at other DART Facilities at a level and using a means that DART determines appropriate. DART
shall also enforce its fare collection responsibilities. Interface between DART and the City regarding security
procedures for the LRT System may be coordinated through the FLSC meetings. Nothing in this section shall be
deemed to restrict the City's police powers as authorized by State and local law.

SECTION SIX
MISCELLANEOUS PROVISIONS

6-6.01. City Facilities Located Outside City Limits. The provisions of these Procedures shall apply
outside the City limits only when City-owned, operated or maintained Facilities located outside the City limits are
involved.

6-6.02. Notification of Action. DART and the City each will inform the other in advance of DART Board
or City Council briefings, public hearings or official action related to the System Plan, its implementation or
operation.

6-6.03. Availability of Records. With respect to matters potentially impacting City Facilities or
responsibilities, DART will, upon request or as required with permit applications, make available in a timely manner
to the City all DART plans and specifications or other documents considered necessary for timely fulfillment of the
City's governmental responsibilities. DART shall have a reciprocal right with respect to the City's plans,
specifications and other documents potentially impacting the construction and/or operation of the DART Transit
System.

6-6.04. Indemnification. To the extent permitted by applicable law, the City shall agree to defend,
indemnify and hold DART, its directors, officers and employees free and harmless against any claims, demands,
causes of action, costs and liabilities, including attorney fees, resulting from the performance or failure of the City to
perform any City obligation or duty in connection with these Procedures. Likewise, to the extent permitted by
applicable law, DART shall agree to defend, indemnify and hold the City, its Council, officers and employees free
and harmless against any claims, demands, causes of action, costs and liabilities, including attorney fees resulting
from the performance of failure of DART to perform any DART obligation or duty in connection with these
Procedures.

6-6.05. No Third Party Beneficiaries. The provisions of these Procedures are solely for the benefit of
DART and the City and are not intended to create or grant any rights, contractual or otherwise, to any other entity or
person; and no such other entity or person shall have any right of enforcement of these Procedures or any provision
contained herein, such right of enforcement being exclusively reserved to DART and the City as the sole parties to,
and beneficiaries of these Procedures.

6-6.06. Right to Contest Actions. No provision of these Procedures shall be construed to limit the right
of either party to contest the validity or application of any law, ordinance, regulation, plan or policy. No provision
of these Procedures shall be construed to limit or restrict the vested right of either party to rely on a governmental
approval or validly issued permit. Nothing in these Procedures is intended to limit the authority of officials of either
party in the implementation of their powers and execution of their duties derived from state law, City charter or
otherwise.

6-6.07. Amendment or Supplementation. These Procedures may be amended or supplemented by action
of DART at any time and from time to time without prior notice to the City or any other party. Supplemental
policies or procedures may become necessary to address specific interagency issues and will be developed by
appropriate DART staff action and adopted by DART.
6-6.08. **Conflict of Interest.** No officer or employee of DART or the City shall have any financial interest, direct or indirect, in the purchase, sale or lease of any land, materials, services, supplies or equipment used in the work contemplated in accordance with these Procedures.

6-6.09. **Notices.** All notices, communications, invoices, reports etc. required or permitted in accordance with these Procedures shall be in writing and personally delivered or mailed to DART and the City as further agreed in writing.

6-6.10. **Applicable Law.** These Procedures is made in accordance with the provisions of the Act and all applicable laws and regulations of the State of Texas and the United States of America.

6-6.11. **Legal Construction.** In case one or more of the provisions herein contained 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 hereof and these Procedures shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as near as possible the original intent of the parties.

6-6.12. **Captions.** The captions to the various Sections, Articles and Paragraphs in these Procedures are for informational purposes only and shall not alter the substance of the terms and conditions contained herein.

6-6.13. **Number and Gender.** Words of any gender used in these Procedures shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.