

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE
INSTALLATION AND REIMBURSEMENT FOR THE
OPERATION AND MAINTENANCE OF
TRAFFIC SIGNALS WITHIN A MUNICIPALITY**

THIS AGREEMENT is made by and through the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Pflugerville, hereinafter call the "City," acting by and through its duly authorized officers, as evidenced by Resolution, executed on _____, hereinafter acknowledged by reference.

WITNESSETH

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the _____ day of _____, 2021, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5 has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on Exhibit 3.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period on one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of both parties, or terminated as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

- A. The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notion:
"Attachment No. _____ to "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality," dated _____. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."
- B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES

- A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed as specified in Exhibit 2, "Traffic Signal Maintenance and Operations Provisions."
- B. The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1, and the State will reimburse the City at the flat rate shown in Exhibit 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.
- C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 2.
- D. The City shall maintain at least one log of all emergency calls and all routine maintenance.
- E. Routine maintenance will be performed by the City as specified in Exhibit 2.

Article 4. COMPENSATION

- A. The maximum amount payable under this Agreement is \$ 57,558 per year.
- B. Calculations for the above lump sum amount shall be shown in Exhibit 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.
- C. The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. PAYMENT

- A. The State agrees to reimburse the City at the flat rate shown in Exhibit 3 for maintenance and operations costs for the traffic signals described in Exhibit 1. The City shall submit to the State Form 2557, "Billing Worksheet," or an invoice statement acceptable to the State on a (quarterly) basis. An original Form 2557 or acceptable invoice and four copies shall be submitted to the following address: _____

- B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may

be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.

- C. The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.
- D. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the quarterly payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.
- E. Payment for the addition or deletion of a traffic signal installation shall be made by supplemental agreement.

Article 6. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 7. TERMINATION

A. This Agreement may be terminated by any of the following conditions:

- (1) By mutual agreement and consent of both parties.
- (2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation services for those traffic signal installations which the City has agreed to maintain and operate.
- (3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (4) By the City upon one hundred twenty (120) days written notice of the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. SUBLETTING

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. AMENDMENTS

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

Article 10. SUCCESSORS AND ASSIGNS

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

Article 11. LEGAL CONSTRUCTION

In the case any one or more of the provisions contained in this Agreement 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 13. DOCUMENTS At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 14. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Each party is signing this agreement on the date stated next to that party's signature.

THE CITY OF PFLUGERVILLE

Executed on behalf of the City by:

By _____ Date _____

Sereniah Breland, City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
_____ District Engineer

Exhibits:

EXHIBIT 1 - LOCATIONS

- TxDOT "Freeway" Signals
- TxDOT "Non-Freeway" Signals
- TxDOT Flashing Beacon

- 1 SH45 EBFR & Heatherwilde Blvd
- 2 SH45 WBFR & Heatherwilde Blvd
- 3 SH130 SBFR & Kelly Lane/45
- 4 SH130 NBFR & Kelly Lane/45
- 5 SH 130 SBFR & 685
- 6 SH 130 NBFR & 685
- 7 SH 130 SBFR & Pflugerville Parkway
- 8 SH 130 NBFR & Pflugerville Parkway
- 9 FM 1825 & SH 130 SBFR
- 10 FM 1825 & SH 130 NBFR
- 11 FM 1825 & Central Commerce Dr/Sarah's Creek Dr
- 12 FM 1825 & Vision Drive
- 1 FM 1825 Eastbound - West of Vision Drive
- 2 FM 1825 Westbound - East of Sarah's Creek Dr

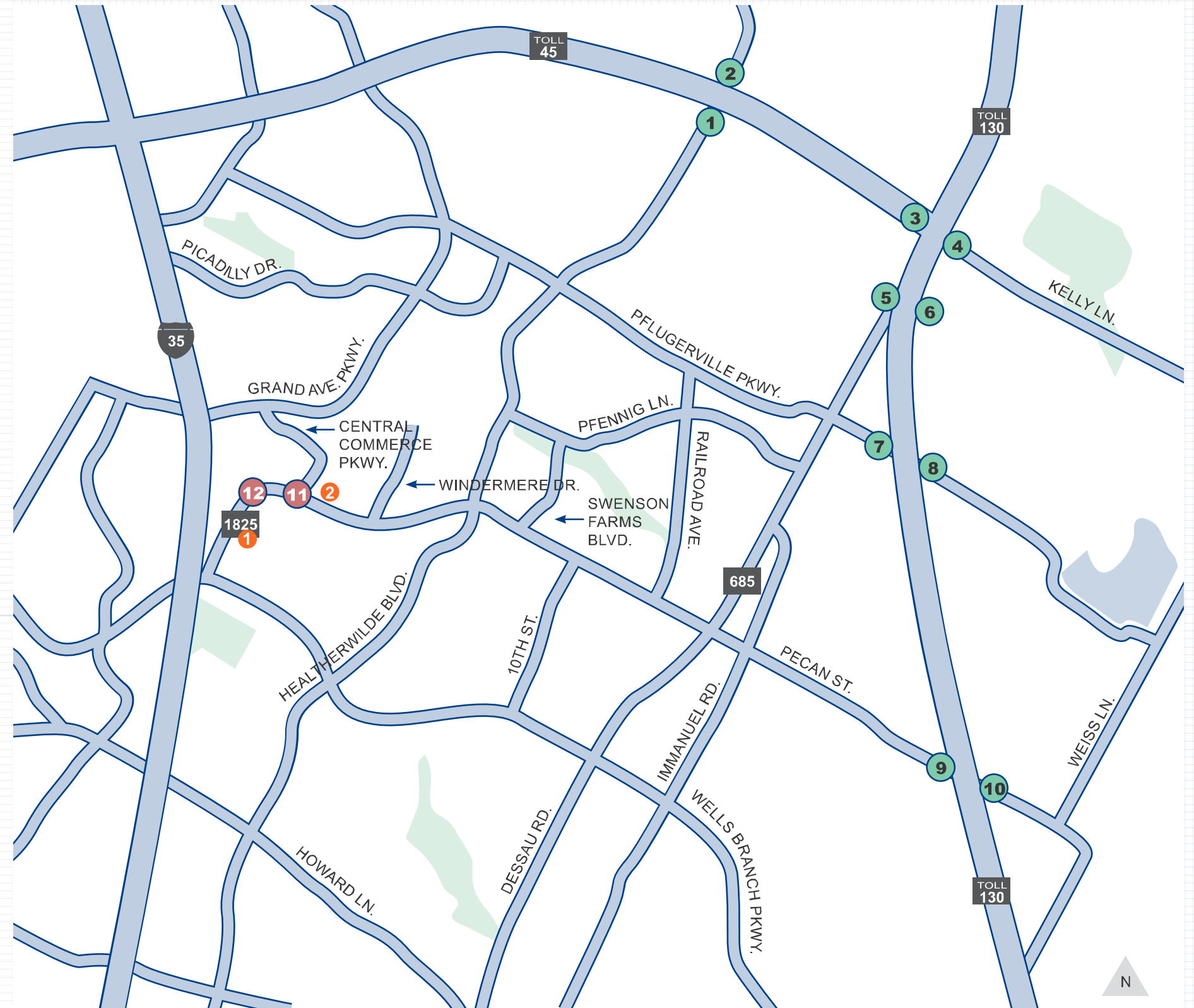


EXHIBIT 2
CITY OF PFLUGERVILLE TRAFFIC SIGNAL MAINTENANCE
SCOPE OF SERVICES

Semi-Annual Preventative Maintenance

In addition to the quarterly intersection tasks, the Contractor shall submit perform the following maintenance tasks at each location on a semi-annual basis and submit a report summarizing all activities and findings:

1. Detectors and Loops
 - Visually inspect for exposed wires, cracks, and/or pot holes and recommend repairs or replacement as needed
 - Check and re-calibrate detection configurations for all detector types
 - i. This includes detection zones for video and radar detection
2. Controller Cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems
 - Test battery charge and report if replacement is needed
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
4. Controller Cabinet
 - Check wire schematics and records to make sure they are in the cabinet. Notify the City if they are not present
 - Inspect terminal blocks and tighten as needed
 - Lubricate hinges and lock
5. Signal Heads
 - If visual inspection warrants, clean and polish signal lenses and reflectors
 - Align signal heads as needed
6. Miscellaneous
 - Adjust all mast arm mounted street name signs as needed
 - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
 - Check cabinet inventory list and update as needed. Provide an electronic copy to the City.

Annual Preventative Maintenance

In addition to the quarterly and semi-annual preventative maintenance activities, the Contractor shall conduct Annual Preventative Maintenance consisting of the following tasks within the first two (2) months of the start of each contract period:

1. Signal System Assessment
 - Perform conflict monitor (MMU) test and submit printout. The City shall furnish appropriate testing equipment to the Contractor.

- Check for water accumulation and reseal ducts
2. Night Inspections
 - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
 - Check operation of safety lighting and recommend repairs and replacements to the City as needed.
 3. Signal Heads
 - Check the mounting and wiring of each signal head using bucket truck and adjust/tighten the mounting, as required
 4. Miscellaneous
 - Check any other equipment utilized during the term of the Agreement but not specifically listed (ie, cameras, radios, etc).
 - Tighten anchor bolts
 - Emergency preemption detection lenses must be cleaned/polished and aligned
 - Megger test all loops and make recommendations
 - Megger test cabinet resistance to ground
 - Load test all Battery Backup System batteries
 - Replace lithium batteries on PROM module, if equipped, every two years

EXHIBIT 3
CITY OF PFLUGERVILLE TRAFFIC SIGNAL MAINTENANCE & OPERATIONS
TXDOT REIMBURSEMENT RATES

1. TxDOT 'Non-Freeway' Signal = \$475 per signal per month
2. TxDOT Freeway Interchange = \$712.50 per freeway interchange per month (includes signals on both frontage roads)
3. TxDOT Flashing Beacon (annual maintenance only) = \$142 per location per month