

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 Killeen, hereinafter call the "City," acting by and through its duly authorized officers, as evidenced by Resolution No. _____, 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 25th day of April, 2014, 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, in accordance with Texas Administrative Code: Title 43 Texas Administrative Code Section 25.5, on the 27th day of May, 1987, the State Highway and Public Transportation Commission, now the Texas Transportation Commission, passed Commission Minute Order No. 85777, authorizing the State to install, operate, and maintain traffic signals on:

- (a) highway routes not designated as full control of access inside the corporate limits of cities, having a population less than 50,000 (latest Federal Census); and
- (b) highways designated as full control of access in all cities; and

WHEREAS, the City has a population of more than 50,000 population according to the 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 of 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 notation:

"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 \$ 34,480.00 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 132, "Billing Statement," or an invoice statement acceptable to the State on an annual basis. An original Form 132 or acceptable invoice and four copies shall be submitted to the following address:
Texas Department of Transportation
c/o District Operations
100 South Loop Drive
Waco, Texas 76704
- 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 annual 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 to 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.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of the agreement.

THE CITY OF KILLEEN

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

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 _____
Waco District Engineer

EXHIBIT 1

Signalized intersections on State Highways located in the City of KILLEEN.

LOCATION	TYPE OF SIGNAL
US190 at FM3470	Actuated Diamond Interchange Signal (1controller)
US190 at W.S. Young Drive	Actuated Diamond Interchange Signal (1controller)
US190 at Trimmer Road	Actuated Diamond Interchange Signal (1contoller)
US190 at Jasper Road	Fixed Time Diamond Interchange Signal (2controllers)
US190 at SH195	Actuated Diamond Interchange Signal (1 controller)
US190 at Willow Springs	Actuated Diamond Interchange Signal (1 controller) (Added by City Annexation)
SH195 at FM3470	Actuated Diamond Interchange Signal (1 controller) (added by CSJ: 2061-02-025) (acceptance date: 1/10/2004)
SH201 at FM3470	Actuated Diamond Interchange Signal (1 controller) (added by CSJ: 0909-36-098) (acceptance date: 10/29/2004)
SH201 at SH195	Actuated Diamond Interchange Signal (1 controller) (added by CSJ: 0836-02-050) (acceptance date: 8/1/2013)
US 190 at Rosewood Drive	Actuated Diamond Interchange Signal (1 controller) (added by CSJ: 0231-03-129) (acceptance date: 09/01/2015)

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace signal and pedestrian heads as may be required. Police, citizen, or other reports of damage to signal indication or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The lens should be cleaned each time a signal indication is replaced.
3. Maintain signal poles, controller pedestals, and foundations in alignment.
4. Maintain signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Maintain traffic and pedestrian signal heads aligned and properly adjusted Repair back plates where needed.
6. Check the controllers, MMU, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to confirm that they are functioning properly and make all necessary repairs and replacements.
7. Maintain interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors and lenses a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Repair or replace any and all equipment that malfunctions or is damaged.
11. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.
12. Provide personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.

13. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
14. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure proper distribution of time and for all traffic movements (phases) during varying traffic conditions.
- 15 Cabinet filters shall be replaced every year.
16. Document all checks and corrective actions in a separate log book for each intersection.
17. Traffic crashes, inclement weather, special events, maintenance, and construction activities are a few of the causes of non-recurring congestion. Non-recurring congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods on non-recurring congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when non-recurring congestion occurs on freeway or expressway mainlanes.
18. Power costs shall be billed directly to the State.

EXHIBIT 3

Fixed Time Diamond Interchange Signal with two controllers shall be reimbursed at \$2980.00 per intersection per year.

Calculations:

	Material	Labor	Total
1. Replace 12" LED within Signal Head Assembly (assumes 4 LEDs replaced per location per year)	\$ 1,140.00	\$ 120.00	\$ 1,260.00
2. Replacement of VIVDS Detection (assumes 1 video replaced per location per year)	\$ -	\$ -	\$ -
3. Signal Inspection (once every 12 months)	\$ -	\$ 160.00	\$ 160.00
4. Adjust / Review Signal Timing (assumes 3 adjustments per year per location)	\$ -	\$ 240.00	\$ 240.00
5. Repair / Replacement of Load Switches, Controllers, MMU's (see note 1)	\$ 1,200.00	\$ 120.00	\$ 1,320.00
<i>Labor- assumes blended rate of \$40.00 per hour per technician</i>			TOTAL: \$2,980.00

Actuated Diamond Interchange Signals with one controller shall be reimbursed at \$3,500.00 per intersection per year.

Calculations:

	Material	Labor	Total
6. Replace 12" LED within Signal Head Assembly (assumes 4 LEDs replaced per location per year)	\$ 1,140.00	\$ 120.00	\$ 1,260.00
7. Replacement of VIVDS Detection (assumes 1 video replaced per location per year)	\$ 600.00	\$ 120.00	\$ 720.00
8. Signal Inspection (once every 12 months)	\$ -	\$ 160.00	\$ 160.00
9. Adjust / Review Signal Timing (assumes 3 adjustments per year per location)	\$ -	\$ 240.00	\$ 240.00
10. Repair / Replacement of Load Switches, Controllers, MMU's (see note 1)	\$ 1,000.00	\$ 120.00	\$ 1,120.00
<i>Labor- assumes blended rate of \$40.00 per hour per technician</i>			TOTAL: \$3,500.00

Note 1: It is not possible to predict the exact requirements at each location, but it can be assumed that some cabinets will require controller/MMU changes and others will be minor (load switches, relays). This estimate is a composite of the expected maintenance requirements.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF:
 Killeen :

Section 1.

That the certain agreement dated _____ between the State of Texas and the City of **Killeen** _____, for the continued existence, use, operation, and maintenance of certain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of **Killeen** _____, be and the same is hereby approved, and _____ is hereby authorized to execute said contract on behalf of said City and to transmit the same to the State of Texas for appropriate action.

Section 2.

That this Resolution shall take effect immediately upon its passage.

ADOPTED: _____

APPROVED: _____

Mayor

ATTEST:

City Secretary/Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §

COUNTY OF _____ §

I, _____, the duly appointed, qualified and acting
City Secretary of the City of _____, Texas, hereby
certify that the foregoing pages constitute a true and correct copy of an
ordinance/resolution duly passed by the City Council at a meeting held
on _____, 20____, A.D. at _____ o'clock __M

To certify which, witness my hand and seal of the City of _____,
Texas, this ___ day of _____, 20____,
at _____, Texas.

City Secretary of _____, Texas