



City of Austin

Founded by Congress, Republic of Texas, 1839

Municipal Building, Eighth at Colorado, P.O. Box 1088, Austin, Texas 78767 Telephone 512/499-2000

01/16/97

Williamson County Engineering
Attn: Joe England
1900 Georgetown Inner Loop
Georgetown, TX 78626

RE: Traffic Signal Maintenance Agreement

Dear Mr. England:

Enclosed please find a signed and executed original of the interlocal agreement between the City of Austin and Williamson County for maintenance of traffic signals.

If you have any questions, please feel free to call me at 479-6037.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Joel E. Brundrett'.

Joel E. Brundrett, P.E.
Transportation Division

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION



**CITY OF AUSTIN AND WILLIAMSON COUNTY
INTERLOCAL AGREEMENT FOR DESIGN, INSTALLATION, MAINTENANCE,
UPGRADING, AND OPERATION OF TRAFFIC CONTROL DEVICES**

This Interlocal Agreement is made and entered into pursuant to Chapter 695, Texas Government Code, by and between the City of Austin, a municipal corporation of the State of Texas by and through its duly authorized representative, its City Manager ("Austin") and Williamson County, a municipal corporation of the State of Texas by and through its duly authorized representative, its County Judge ("County ").

W I T N E S S E T H:

WHEREAS, The County has the authority to regulate traffic on roadways situated within its boundaries; and

WHEREAS, the regulation of traffic on roadways necessitates the design, installation, maintenance and upgrading of traffic control devices; and

WHEREAS, Austin has the necessary capabilities to maintain and upgrade traffic control devices on public roadways; and

WHEREAS, The County has expressed the desire, and Austin has expressed its willingness to enter into an Agreement whereby Austin would design, install, maintain and/or upgrade traffic control devices as needed by the County, in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

1. Austin, at the expense and request of the County, shall provide traffic control, design, installation, maintenance and/or upgrading services to any signalized intersection requested by the County within its corporate city boundaries and installed by Austin under provisions of this agreement. The work to be done by Austin shall include, but not be limited to the following:

- A. Designing and preparing plans of traffic signals,
- B. Installing new warranted signals,
- C. Upgrading existing signals;
- D. Performing necessary operation and equipment maintenance;
- E. Providing necessary equipment, labor and materials; and
- F. Conducting equipment tests and operations.

It is understood that Austin's cost of performing the foregoing activities may include, but not be limited to labor, material, equipment acquisition, equipment operation, computer time, bench time, vehicle use, equipment repair, maintenance, and indirect costs.

2. The County and Austin will designate a contact person within their respective transportation divisions to be responsible for overseeing the agreed upon projects, transmitting, receiving and coordinating information and service requests on all matters affecting traffic control devices and services to be furnished under this agreement.

3. Austin, at the expense and request of the County, will maintain and repair the County's traffic signal system in accordance with the minimum requirements specified in EXHIBIT 2; however, the County will be responsible for notifying Austin of system malfunctions. Austin will maintain a written log of all "trouble calls" received from the County. The County agrees to reimburse Austin at the flat rate shown in EXHIBIT 3 for maintenance and operation cost for the traffic signals described in EXHIBIT 1. Austin will submit to the County an invoice on a quarterly basis. The County agrees to pay these bills within thirty (30) calendar days after receipt of a written invoice. The County will not make any adjustments to traffic signal operations or the installation designs. In the event of system malfunction, Austin is authorized to make timing adjustments as needed without necessity of prior approval from the County. Austin will notify and receive approval from the County prior to making phasing changes. Knockdowns or damages resulting from accidents or from an act of God and requiring emergency replacement of major equipment shall not be included in the quarterly payment. In these cases, actual cost, including man hours worked and materials provided (including overhead,) shall be submitted to the County for payment.

4. The County shall be solely responsible for all electrical power costs associated with the operation of the traffic signals and flashers covered by this agreement and shown in EXHIBIT 1.

5. Austin will maintain or upgrade the system using materials and component parts from Austin's stock pile. Austin crews and City contract labor will perform all required labor.

6. Salvaged material belonging to the County will be returned to the County or recycled to other County projects, as directed by the County.

7. Requests for new traffic signals by the County shall be made in writing to Austin. Austin will conduct the warrant studies and, if a new signal is warranted, a cost estimate shall be developed. Upon approval of the estimate, the County shall send the approval along with the authorization to start design of the new signal to Austin. The County will also send a copy of the warrant study and traffic counts to Austin. All materials and equipment will be furnished by Austin. The new signal shall be put in the normal rotation list for installation developed by Austin. Any need for the new signal to be installed at a higher priority shall be transmitted to Austin in writing by the County. Austin retains ultimate authority, as to the order and time frame, by which new signals are installed. After a new signal has been designed, installed, and placed in operation, Austin will bill the County for those services provided, based on actual man hours worked (including design and construction) and materials provided (including overhead.) The County agrees to pay these bills within thirty (30) calendar days of receipt of a written invoice.

8. All notices and requests required herein shall be in writing, except that in emergency situations, when any delay incurred by waiting for written approval or notification would be detrimental to the parties' interests, then, verbal communications will be sufficient with written communication to follow.

9. The County hereby assumes liability for signal designs, installations, maintenance and upgrades of all traffic control devices installed or maintained by Austin, pursuant to this Agreement. The County shall and hereby agrees, to the extent permitted by law, release, indemnify and hold harmless Austin against all claims, suits, demands or damages of any character whatsoever, resulting from injuries or damages (including attorney fees and cost of judgment), sustained by any person or property (including the property and employees of the parties hereto) which arises from or as a result of the maintenance, location or upgrade of the traffic control devices and including any adjustments to the signal operation if the same is made by the County without prior notice to Austin. The County's obligation pursuant to this indemnity provision shall be payable solely from gross revenues of the County to be paid pursuant to this Agreement during the term hereof and any other lawfully available current funds in the year in which such obligation or any part thereof is required to be paid.

10. This Agreement shall become effective when duly executed by all parties. This Agreement shall continue in full force and effect and may not be terminated any earlier than September 30, 1996, at which time it shall be automatically renewed and continue in full force and effect each year thereafter until either party sends notice of termination as herein set forth. Either party may terminate this Agreement by giving sixty (60) days written notice; provided, however, that any outstanding bills to Austin shall be paid on or before the expiration of the sixty (60) days.

11. Miscellaneous

A. Entire Agreement

All oral and written Agreements between the parties relating to the subject matter of the Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

B. Law and Venue

This Agreement is governed by laws of the State of Texas. As obligations under this Agreement shall be performable in Williamson County, Texas, venue shall lie in Williamson County, Texas.

C. Severability

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of its terms and provisions shall remain valid and binding.

D. Notices

Any notice required or permitted to be given under this Agreement, by one party to the other, shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth for the party to whom the notice is given, or on the third-day following mailing, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified below.

The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

With copies to (registered or certified mail with return receipt not required):

The address of Austin for all purposes under this Agreement and for all notices hereunder shall be:

Director

Department of Public Works and Transportation

P.O. Box 1088

Austin, Texas 78767-8828

With copies to (registered or certified mail with return receipt not required):

E. Headings

The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

F. Funding

The County and Austin's obligations hereunder shall be payable solely from lawfully available funds.

IN WITNESS WHEREOF, this agreement is executed in multiple counterparts to be effective as of the date of the last party to sign.

CITY OF AUSTIN

BY: Maurice Kite
TITLE: Assistant Director
DATE: 1-15-97

WILLIAMSON COUNTY

BY: John C. Deafler
TITLE: County Judge
DATE: 10-1-96

Approved As To Form:

Pat Rehmet
Assistant City Attorney

Approved As To Form:

County Attorney

AM:jb

EXHIBIT 1
LIST OF INTERSECTIONS

1. Hunter's Chase at Pond Springs
2. McNeil at Technology
3. Anderson Mill at Pond Springs

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

Austin agrees to:

1. Inspect traffic signals once a year and replace burned out lamps or damaged sockets as may be required. The reflector and lens shall be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal posts, controller pedestals, and foundations in alignment.
3. Keep signal posts and controller pedestals tight on foundation.
4. Keep signal heads aligned and controller cabinets tight on their pedestals and properly adjusted.
5. Check the controllers, conflict monitors, loop amplifiers, relays and detectors once every 18 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
6. Keep interior of all controller cabinets neat and clean at all times.
7. Clean reflectors, lenses, and lamps once every 18 months.
8. Repair or replace any and all traffic signal equipment that malfunctions or is damaged.
9. 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 in 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 requirements of the latest edition of the Texas Manual on Uniform Traffic Control Devices.
10. Provide maintenance 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.
11. Provide State and local law enforcement authorities the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
12. Document routine observations during the year by trained Austin personnel of traffic signal operation at each traffic signal during various times of the day, to assure fair distribution of time for all traffic movements (phases) during varying traffic conditions.
13. Check cabinet filter once every 18 months and clean if necessary. The cabinet filter shall be replaced once every 3 years.
14. Document all maintenance checks and corrective actions.
15. Respond to trouble calls and take appropriate action.
16. Make timing adjustments as the need arises.

EXHIBIT 3

Actuated signals at conventional (4 legged) intersections shall be reimbursed at \$1,576.56 per intersection per year.

Calculations: $3 \times 1,576.56 = \$4,729.68/\text{year} = \$394.14/\text{month}$

Actuated signals at tee (3 legged) intersections shall be reimbursed at \$1,181.16 per intersection per year.

Calculations: