



Travis County Commissioners Court Agenda Request

Meeting Date: June 17, 2014

Prepared By: David Greear **Phone #:** (512) 854-7650

Division Director/Manager: Donald W. Ward, P.E., Assistant Public Works Director, Road and Bridge


Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a proposed interlocal agreement with Pflugerville ISD to pay for half the costs of a traffic signal at the intersection of Gattis School Road and Priem Lane.

BACKGROUND/SUMMARY OF REQUEST:

A new elementary school is opening this fall at the southwest corner of Gattis School Road and Priem Lane. Due to existing traffic volumes, anticipated traffic loads from the school, and limited visibilities at the intersection, Travis County and Pflugerville ISD both agreed that a traffic signal is warranted. The cost of the signal is being split 50/50 between Travis County and PISD. The total estimated cost of the signal is \$71,099.07.

Pflugerville ISD board has reviewed the interlocal agreement and has signed the agreement at their last hearing which was held on June 12, 2014.

STAFF RECOMMENDATIONS:

Staff recommends approving the interlocal agreement.

ISSUES AND OPPORTUNITIES:

This traffic signal is necessary for improved capacity and safety operations at this intersection.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY12 CO funds in the amount of \$150,000 were approved for a traffic signal at Wells Branch @ Immanuel. It has been determined that Wells Branch @ Immanuel no longer necessitates a traffic signal and is functioning efficiently and safely as an all-way stop. TNR Traffic Engineering has determined that funds would be more effectively utilized for a traffic signal at the proposed intersection of Gattis School @ Priem. Both intersections are located in Precinct 1. Travis County's cost share for Gattis School @ Priem is estimated to be just under \$36,000.

Funds Reservation Document 300000851
 Fund 4072
 Funds Center 1490190000
 GL/Acct 522090
 Internal Order No. 600032
 Total Amount Available: \$150,000.00

ATTACHMENTS/EXHIBITS:

Location map
 Interlocal Agreement
 Cost Estimate

REQUIRED AUTHORIZATIONS:

| | | | |
|-------------------|-------------------|-----------------|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| Julie Joe | Attorney | County Attorney | (512)854-9415 |
| Leah Henderson | Budget Analyst | PBO | (512)854-4741 |
| Diana Ramirez | Budget Asst Dir | PBO | (512)854-9694 |
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CC:

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 4101 - Road, Bridge, Fleet Svs -

Proposed traffic signal location at the intersection of Gattis School Road and Priem Lane



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT AND
TRAVIS COUNTY FOR TRAFFIC SIGNAL
AT GATTIS SCHOOL ROAD AND PRIEM LANE**

This Interlocal Cooperation Agreement is made and entered into by and between the Pflugerville Independent School District (the "District") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, Gattis School Road and Priem Lane are County-accepted roadways and Travis County is responsible for the operation and maintenance of its accepted roadway network;

WHEREAS, the District is constructing an elementary school on the southwest corner of the intersection of Gattis School Road and Priem Lane;

WHEREAS, the Parties agree that the new elementary school will generate significant increases in motor vehicle, bicycle, and pedestrian traffic at the intersection of Gattis School Road and Priem Lane and that a traffic signal at that intersection (the "Project") is warranted;

WHEREAS, the Project is generally described and depicted in attached Exhibit A, which is incorporated herein for all purposes;

WHEREAS, the District has determined that the Project is necessary in the conduct of the District's functions and this Agreement will facilitate and expedite the completion of the Project;

WHEREAS, the Travis County Commissioners Court and the District's Board of Trustees each finds that the construction of the Project will provide increased safety for persons using the intersection of Gattis School Road and Priem Lane, facilitate the movement of people, goods, and services in the District and Travis County, and benefit the residents of the District and the residents of Travis County;

WHEREAS, the County and the District desire to cooperate in the design, construction, and funding of the Project by each contributing to 50% of the cost of the Project;

WHEREAS, the County has an existing interlocal agreement with the City of Austin the under which the City of Austin provides traffic signal design, construction, operation, and maintenance services for the County;

WHEREAS, the Parties agree that construction of the Project using the County's interlocal agreement with the City of Austin would promote cost efficiency and expeditious completion of the Project; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows;

Section 1. Project Specifications.

- (a) The County shall utilize design plans and specifications provided by the District, revised and updated if necessary pursuant to the County's interlocal agreement with the City of Austin, and approved by the County, to construct a three-way traffic signal at the intersection of Gattis School Road at Priem Lane, as depicted in Exhibit A. The traffic signal design and construction shall include pedestrian crossing heads with count down timers.
- (b) Upon acceptance of the fully operational signal the County will assume full responsibility for the cost of operation, maintenance, and repairs, including electric service charges, until the intersection of Gattis School Road and Priem Lane is annexed by a municipality.

Section 2. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") will act on behalf of the County with respect to the Project, coordinate with the District, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County Executive will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (c) The District's Executive Director for Facilities and Support Services (the "District's Director") will act on behalf of the District with respect to the Project, coordinate with the County, receive and transmit information and instructions, and serve as the District's project manager for the Project.

- (d) If a disagreement between the District and the County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the County Project Manager and the District's Director, it shall be referred as soon as possible to the District's Deputy Superintendent and the County Executive for resolution.

Section 3. Project Development.

- (a) The County will be responsible for management of the planning and design to be completed by the City of Austin for the traffic signal at the intersection of Gattis School Road and Priem Lane.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code, as amended (Austin/Travis County Subdivision Regulations), unless otherwise agreed to by the Parties.
- (c) The County and, to the extent set forth herein, the District will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.
- (d) The Parties will participate in joint review meetings with representatives from the District, the County, and possibly the City in order to avoid and resolve conflicts and review comments.

Section 4. Project Design and Construction.

- (a) The County will utilize its existing interlocal agreement with the City of Austin for the final design and installation of the traffic signal.
- (b) The County will permit the District to review the design and cost estimate provided by the City of Austin. Within 10 business days after the County provides the District the design and cost estimate, the District can either propose comments and changes or authorize the County to proceed with the City of Austin to construct the traffic signal. If the District chooses not to proceed with the Project for any reason, the District may terminate this Agreement by providing written notice to the County.
- (c) Either Party may terminate this Agreement, at any time by written notice to the other Party, and neither Party shall have any further

obligation hereunder except that each Party agrees to pay 50% of the costs incurred by the County for the Project under the County's interlocal agreement with the City of Austin.

- (d) The Parties agree that the construction contractor for the Project will be the City of Austin.

Section 5. Additional Management Duties of the County.

The County hereby covenants and agrees to:

- (a) review any change order proposal for the Project and return the change order request to the District within five working days of its receipt by the County's Project Manager, with a written recommendation for its disposition; respond to requests for information within three working days and requests for approval of shop drawings within five working days;
- (b) provide to the District documentation and five working days for the District to review and jointly approve the construction contractor's application for final payment;
- (c) provide to the District a copy of executed change orders related to the Project;
- (d) provide to the District a copy of any change order request related to the Project within two working days of its receipt by the County, by delivery to the District's Director;
- (e) during the construction of the Project, require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the District;
- (f) install an electric meter and provide power to the traffic signal; the County shall pay for the cost of the operation of the electric meter and the cost of the power to the traffic signal until the intersection of Gattis School Road and Priem Lane is annexed by a municipality.
- (g) Upon completion of the traffic signal, assume full ownership and responsibility for the maintenance and repair of the traffic signal until the intersection of Gattis School Road and Priem Lane is annexed by a municipality

Section 6. Management Duties of the District.

The District hereby covenants and agrees to:

- (a) review any change order proposal for the Project and return the change order request to the County within five working days of its receipt by the District's Director, with a written recommendation for its disposition; respond to requests for information within three working days and requests for approval of shop drawings within five working days;
- (b) immediately report any deficiencies observed in the construction of the traffic signal in writing to the County's Traffic Program Manager;
- (c) review and jointly approve the construction contractor's application for final payment within five working days after the County delivers to the District a copy of the construction contractor's application for payment from the County; and
- (d) attend meetings at the request of the County's Project Manager.

Section 7. Liability

- (a) To the extent allowed by Constitution and the laws of the State of Texas law, the County and the District agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
- (b) Claims Notification. If the District or the County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the District or the County in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in this Section of this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.

Section 8. Financial Obligations.

- (a) The District and the County each agree to be responsible for paying for 50% of the total costs for the Project.
- (b) The Parties estimate that each Party's share of the costs for the Project is \$ 36,000.00. The District will provide the funding for the District's share of these costs to the County no later than 10 days after the District executes this Agreement, unless otherwise agreed to by the County and the District in writing.
- (c) The County Treasurer shall act as Escrow Agent for the management of the District's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the District under this agreement shall be returned to the County within 30 calendar days after the completion of the Project. The County shall provide the District with an accounting of the deposits to and disbursements from the County's escrow account. The County will make its records available, at reasonable times, to the District's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the District.
- (d) The County Treasurer shall timely pay submitted invoices for the Project.
- (e) The County shall conduct a final accounting of the Project after the County accepts the Project and provide documentation of the accounting to the District.
- (f) The District or its authorized representative shall be permitted to review and audit all books, record, vouchers and documents of whatever nature related to the County's performance under this Agreement during the period of performance of this Agreement and for three years thereafter or for so long as there exists any dispute or litigation arising from this Agreement.

Section 9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the District or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion,

sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

DISTRICT: _____

WITH A COPY TO: _____

COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

AND TO: Cyd Grimes, C.P.M., CPPO (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations,

agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the District. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the Parties.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- (i) Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (j) Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.

- (k) Application of Law. This Agreement is governed by the laws of the State of Texas.
- (h) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- (i) Overdue Payments. Interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- (j) Working Day. In this Agreement, "working day" and "business day" mean a calendar day that is not a Saturday, Sunday, or a holiday designated by the Travis County Commissioners Court.
- (k) Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

TRAVIS COUNTY, TEXAS

By: _____
 Samuel T. Biscoe, County Judge

Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
 Name: _____
 Title: _____

Date: _____

Cost Estimate Gattis @ Priem

| BID ITEM | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | AMOUNT |
|----------------------------|-------|--------------|---|-------------|---------------------|
| 835S-LT3 | 90 | LF | INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER | \$ 4.00 | \$ 360.00 |
| 835S-LT4 | 80 | LF | INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 4 INCH IN DIAMETER | \$ 5.00 | \$ 400.00 |
| 836S-R2 | 1 | EA | TRAFFIC SIGNAL RISERS, 2 INCH IN DIAMETER | \$ 900.00 | \$ 900.00 |
| 837S-TSLD | 1,400 | LF | TRAFFIC SIGNAL LOOP DETECTOR | \$ 5.00 | \$ 7,000.00 |
| SP830S-SCFB | 1 | EA | TRAFFIC SIGNAL CONTROLLER FOUNDATION TYPE B | \$ 1,500.00 | \$ 1,500.00 |
| SP837S-LSO | 3 | EA | LOOP STUB-OUT | \$ 210.00 | \$ 630.00 |
| SP844S-3BC(i) | 30 | LF OF TRENCH | CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB EAST OF IH35 | \$ 13.00 | \$ 390.00 |
| SS1000-9 | 1 | EA | CONVERTING TXDOT PULL BOX TO 36" | \$ 1,640.00 | \$ 1,640.00 |
| SS1003-1 | 3 | EA | SET POLE | \$ 400.00 | \$ 1,200.00 |
| SS1003-2 | 3 | EA | HANG MAST ARM | \$ 400.00 | \$ 1,200.00 |
| SS1005-6(i) | 3 | EA | 4" DIAMETER PEDESTRIAN SIGNAL FOUNDATION EAST OF IH 35 TYPE B | \$ 1,300.00 | \$ 3,900.00 |
| CONTRACTOR SUBTOTAL | | | | | \$ 19,120.00 |

| | | | | | |
|------------------|-----|----|---|---------|--------------------|
| COA - 4 | 500 | LF | Procurement of Multiconductor Signal Cable - 4 Conductor | \$ 0.19 | \$ 94.50 |
| COA - 5 | 480 | LF | Procurement of Multiconductor Signal Cable - 7 Conductor | \$ 0.32 | \$ 151.20 |
| COA - 6 | 455 | LF | Procurement of Multiconductor Signal Cable - 20 Conductor | \$ 1.57 | \$ 714.35 |
| COA - 8 | 500 | LF | Procurement of Quad Shielded 2 Conductor Loop Detector Lead-In Ca | \$ 0.62 | \$ 310.00 |
| Sub Total | | | | | \$ 1,270.05 |

Pedestrian Signal Head / LED's / Push Button / Bleepers

| | | | | | |
|------------------|---|-----|--|------------|-------------------|
| COA - 16 | 4 | Ea. | Procurement Ped Push Button - APS Button | \$400.00 | \$ 1,600.00 |
| COA - 16 | 1 | Ea. | Procurement Ped Push Button - APS Control unit | \$2,000.00 | \$ 2,000.00 |
| Sub Total | | | | | \$3,600.00 |

Traffic Signal Heads/ LED lenses / Louvers

| | | | | | |
|------------------|---|-----|-----------------------------------|----------|--------------------|
| COA - 18 | 5 | Ea. | Procurement 3 section signal head | \$141.38 | \$ 706.90 |
| COA - 19 | 3 | Ea. | Procurement 4 section signal head | \$166.60 | \$ 500.70 |
| COA - 21 | 4 | Ea. | Procurement 12" green ball LED | \$23.40 | \$ 93.60 |
| COA - 22 | 4 | Ea. | Procurement 12" yellow ball LED | \$26.50 | \$ 106.00 |
| COA - 23 | 4 | Ea. | Procurement 12" red ball LED | \$21.00 | \$ 84.00 |
| COA - 24 | 4 | Ea. | Procurement 12" green arrow LED | \$56.70 | \$ 234.80 |
| COA - 25 | 7 | Ea. | Procurement 12" yellow arrow LED | \$36.50 | \$ 255.50 |
| COA - 26 | 4 | Ea. | Procurement 12" red arrow LED | \$35.90 | \$ 143.60 |
| Sub Total | | | | | \$ 2,215.10 |

Controllers and Cabinets

| | | | | | |
|------------------|--|-----|-----------------------------|------------|---------------|
| COA - 28 | | Ea. | Procurement 332 cabinet | \$8,352.93 | \$ - |
| COA - 29 | | Ea. | Conflict Monitor | \$415.00 | \$ - |
| COA - 30 | | Ea. | 2070 Controller | \$1,884.00 | \$ - |
| COA - 31 | | Ea. | Procurement Wireless Radio | \$1,700.00 | \$ - |
| COA - 32 | | Ea. | Procurement Ethernet Switch | \$1,500.00 | \$ - |
| COA - 33 | | Ea. | Procurement UPS System | \$3,000.00 | \$ - |
| Sub Total | | | | | \$0.00 |

Traffic Signal Poles and Mast Arms

| | | | | | |
|------------------|---|-----|---------------------------|----------|---------------------|
| COA - 37 | 2 | Ea. | Type 1W Pole (galvanized) | 4,143.00 | \$ 8,286.00 |
| COA - 41 | 1 | Ea. | Type 3W Pole (galvanized) | 5,414.00 | \$ 5,414.00 |
| COA - 51 | 1 | Ea. | 25' Mast Arm (galvanized) | 1,359.00 | \$ 1,359.00 |
| COA - 52 | 1 | Ea. | 30' Mast Arm (galvanized) | 1,736.00 | \$ 1,736.00 |
| COA - 56 | 1 | Ea. | 50' Mast Arm (galvanized) | 3,059.00 | \$ 3,059.00 |
| Sub Total | | | | | \$ 19,854.00 |

Miscellaneous

| | | | | | |
|------------------|---|-----|---|------------|--------------------|
| COA - 73 | 3 | Ea. | Procurement 4' X 10' intermediate conduit | \$53.79 | \$ 161.37 |
| COA - 76 | 5 | Ea. | Procurement misc signs | \$75.00 | \$ 375.00 |
| | 1 | Ea. | Install Meter Service | \$2,500.00 | \$ 2,500.00 |
| Sub Total | | | | | \$ 3,036.37 |

COA Labor

| | | | | | |
|------------------|-------|----|----------------|---------|---------------------|
| COA - 81 | 240 | Hr | Labor | \$25.00 | \$ 6,000.00 |
| COA - 82 | 6.000 | % | Indirect costs | 159.00% | \$ 9,540.00 |
| Sub Total | | | | | \$ 15,540.00 |

Sutotal contractor, materials, and COA labor \$ 64,635.52
10% Engineering and Contingencies \$6,463.55

GRAND TOTAL \$ **71,099.07**