

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Benbrook, hereinafter called the "City", acting by and through its duly authorized officers.

**W I T N E S S E T H**

**WHEREAS**, the State owns and maintains a system of highways and roadways in the City of Benbrook pursuant to Transportation Code, Section 201.103; and

**WHEREAS**, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

**WHEREAS**, the State and the City are in agreement that the proposed systems will be installed;

**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:

**A G R E E M E N T**

**ARTICLE 1. CONTRACT PERIOD**

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

**ARTICLE 2. TERMINATION**

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

**ARTICLE 3. COMPENSATION**

No compensation shall be paid for this agreement.

**ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL**

- A.** The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B.** No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

#### **ARTICLE 5. INSPECTION OF WORK**

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

#### **ARTICLE 6. RESPONSIBILITIES OF THE PARTIES**

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

#### **ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM**

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

#### **ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS**

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

#### **ARTICLE 9. REPORTS**

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. 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 10. REMEDIES**

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

**ARTICLE 11. INSURANCE**

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

**ARTICLE 12. SUBLETTING**

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

**ARTICLE 13. SUCCESSORS AND ASSIGNS**

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

**ARTICLE 14. LEGAL CONSTRUCTION**

In 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 15. INSPECTION OF CITY'S BOOKS AND RECORDS**

- A.** 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.
- B.** 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



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

**THE CITY OF Benbrook**

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 \_\_\_\_\_

Fort Worth District Engineer

## **EXHIBIT 1**

Signalized intersections on State Highways located in the City of Benbrook

Hawkins Home @ US 377

Stevens @ US 377

RM 2871 @ US 377

Jerry Dunn @ RM 2871

Lakeway @ US 377

WestPark @ US 377

Sproles @ US 377

Mercedes @ US 377

Benbrook Fields @ US 377

US 377 @ EB IH 20 Frtg

US 377 @ WB IH 20 Frtg

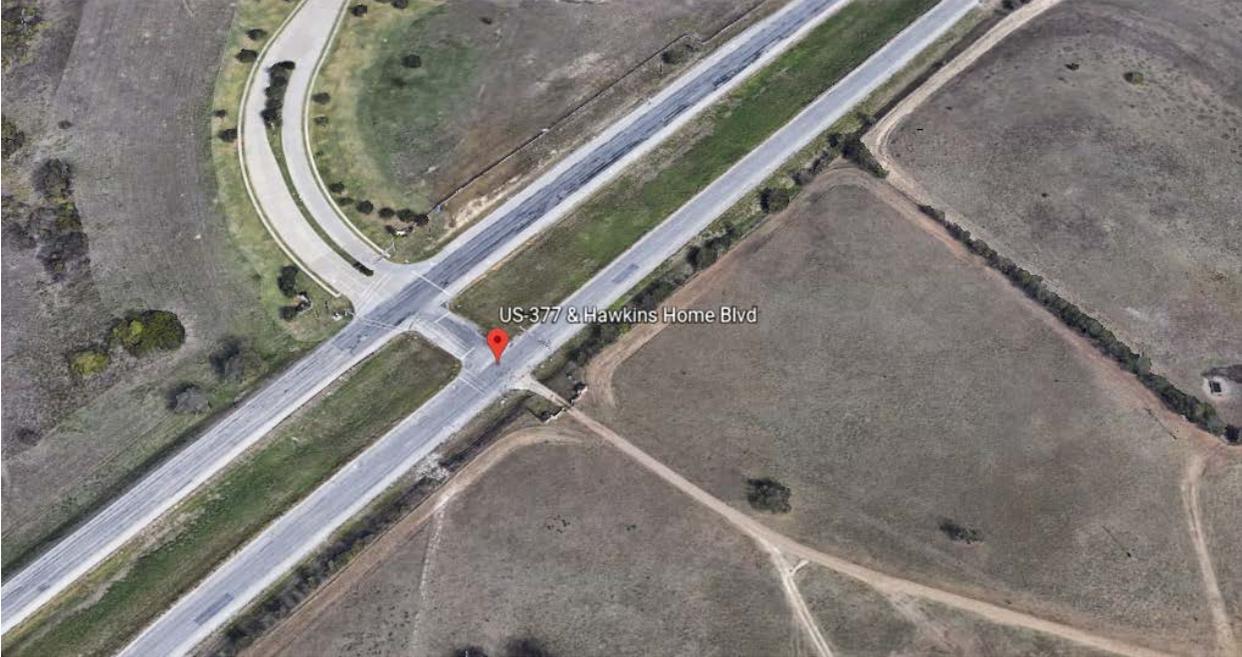
Cooks Ranch @ US 377

Mary's Creek @ US 377

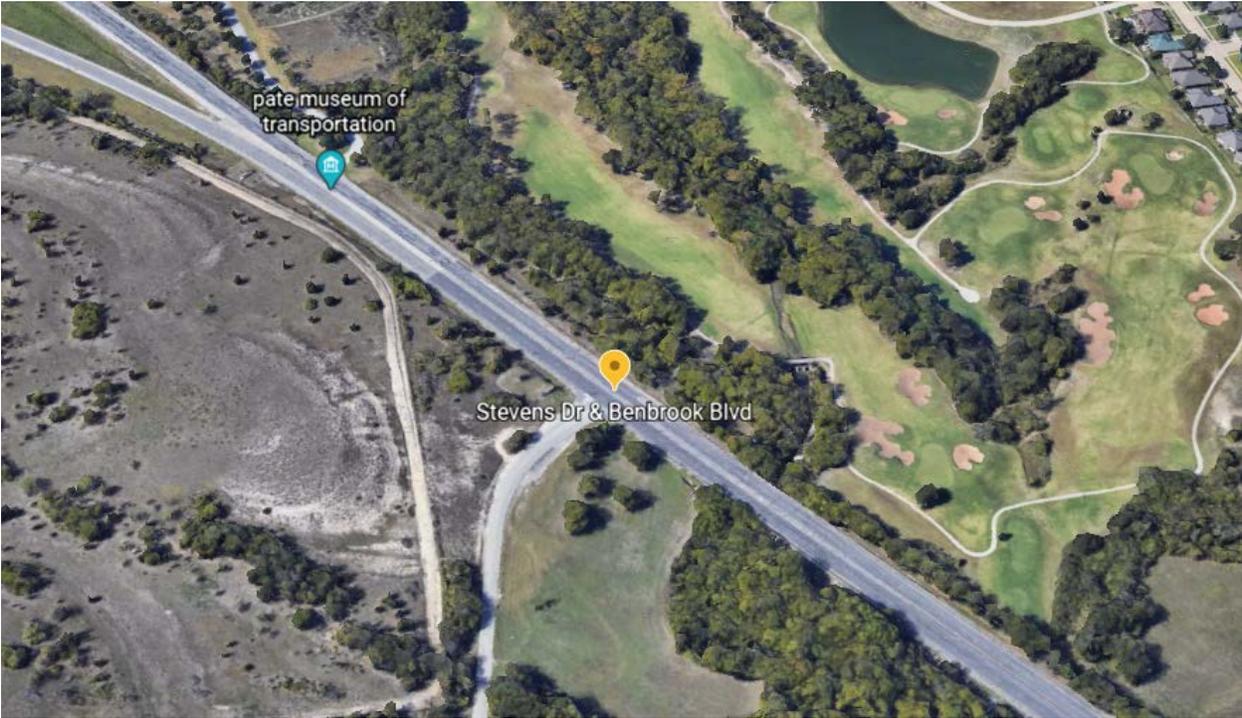
Winscott @ EB IH 20 Frtg

Winscott @ WB IH 20 Frtg

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook

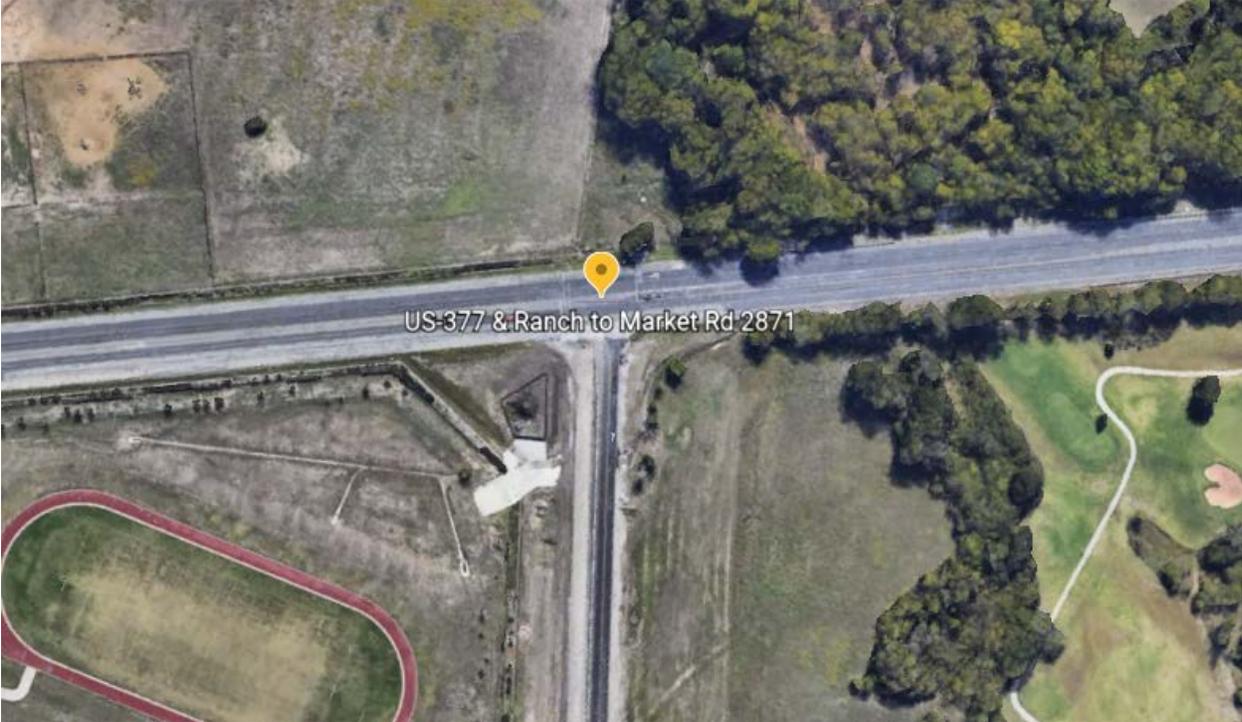


Hawkins Home @ US 377

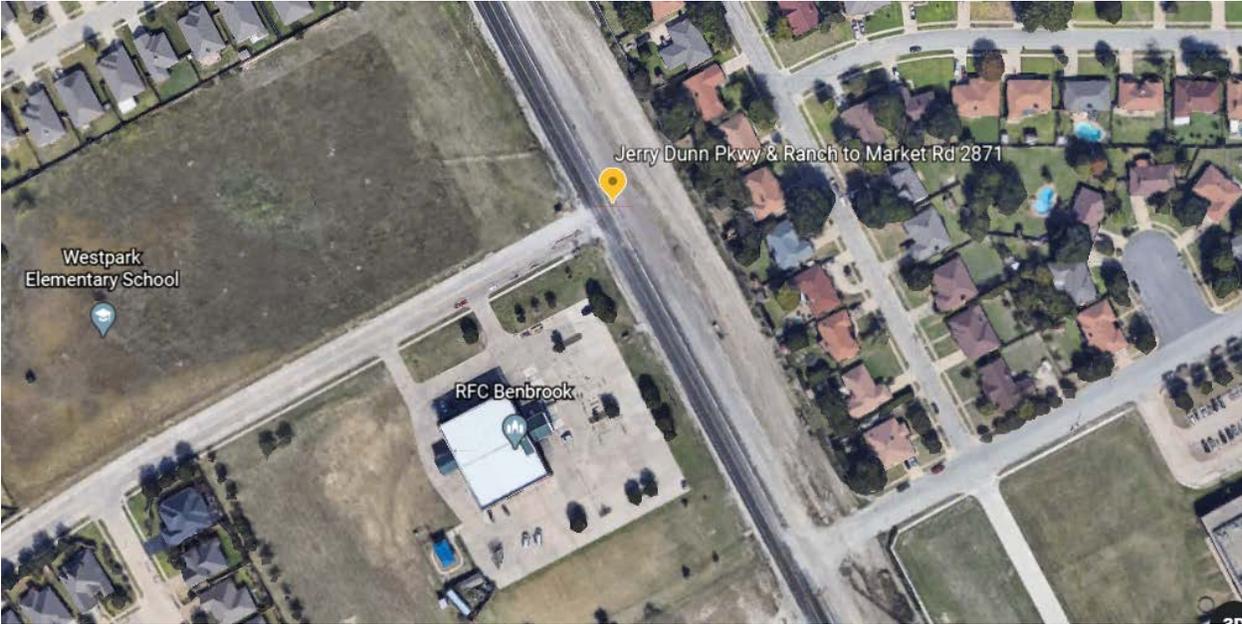


Stevens @ US 377

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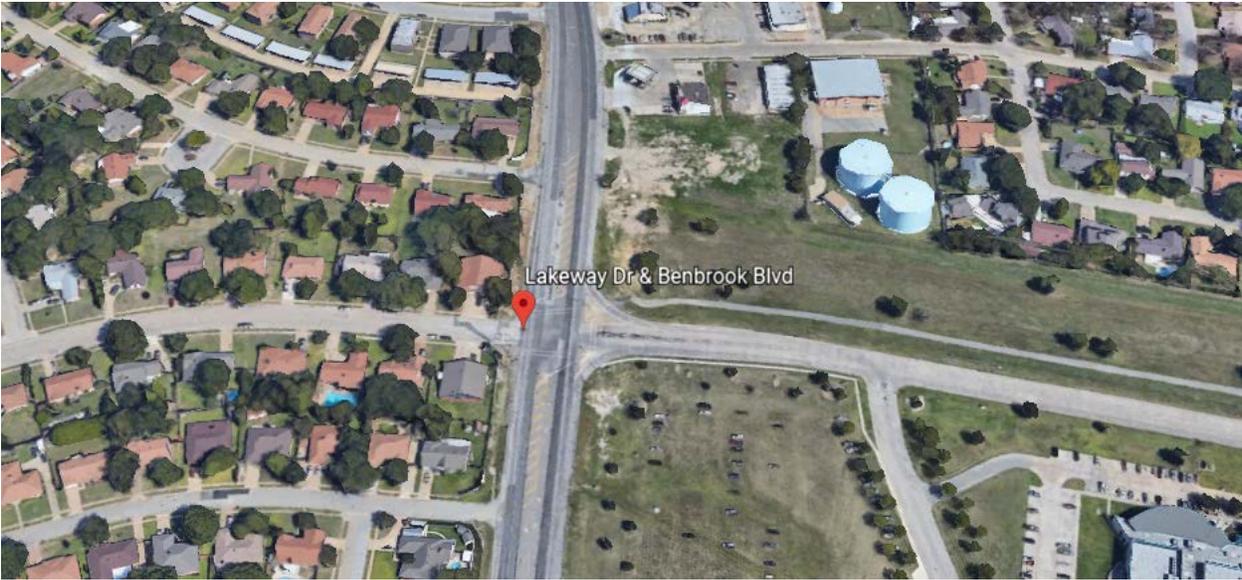


RM 2871 @ US 377

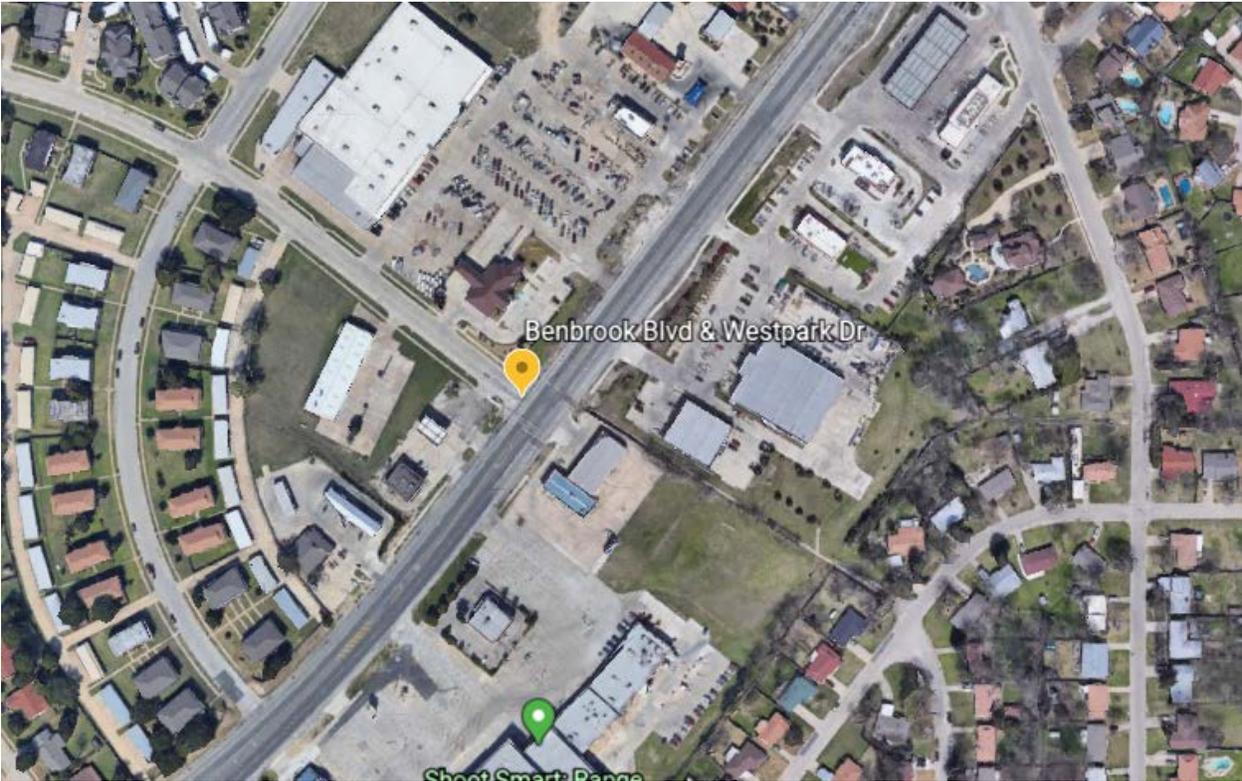


Jerry Dunn @ RM 2871

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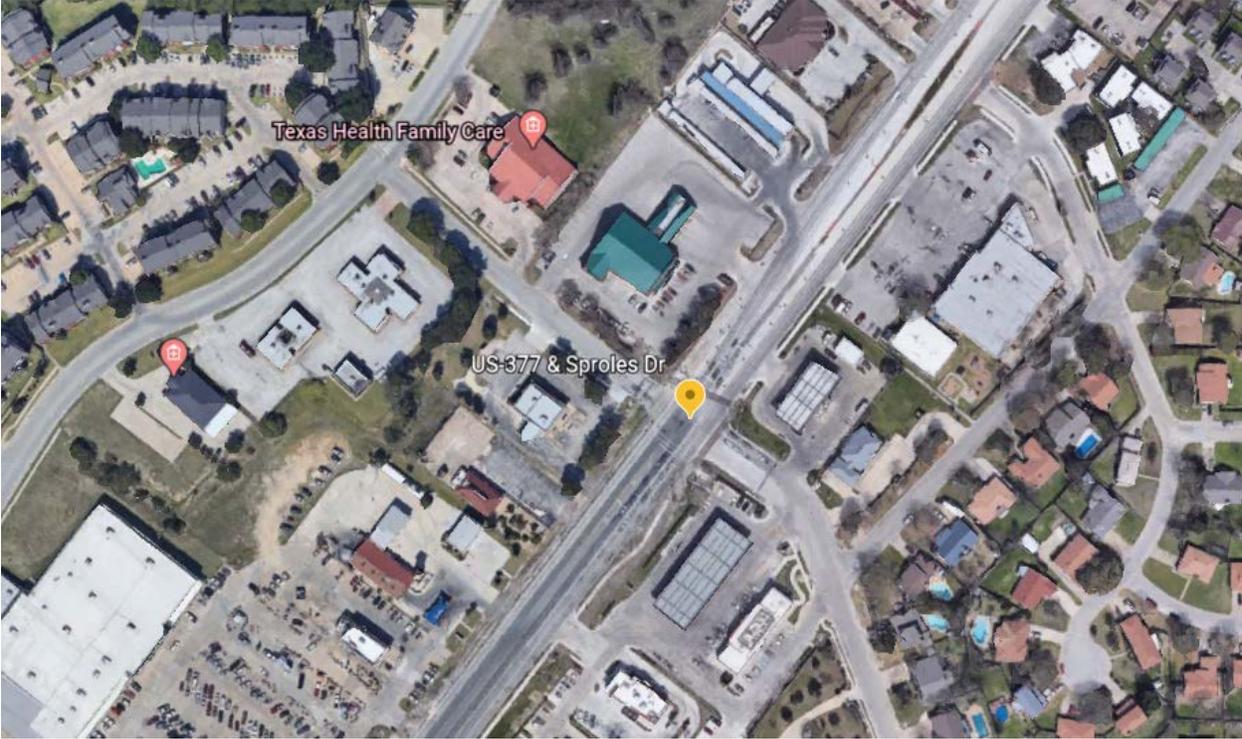


Lakeway @ US 377

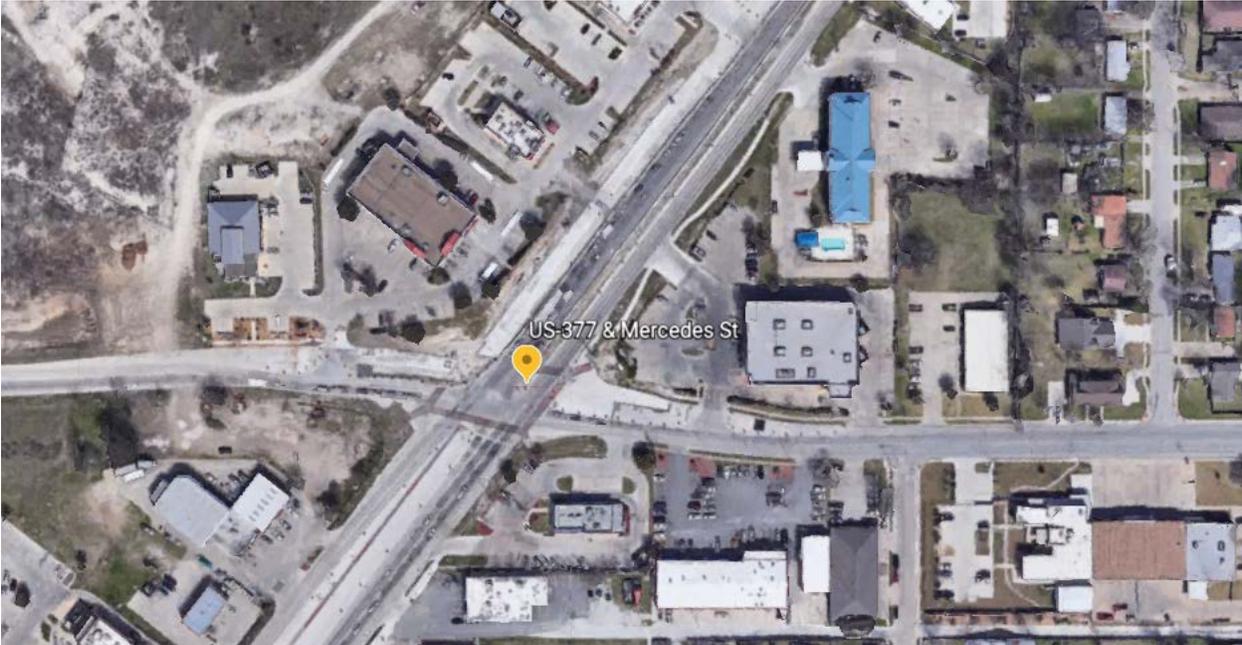


WestPark @ US 377

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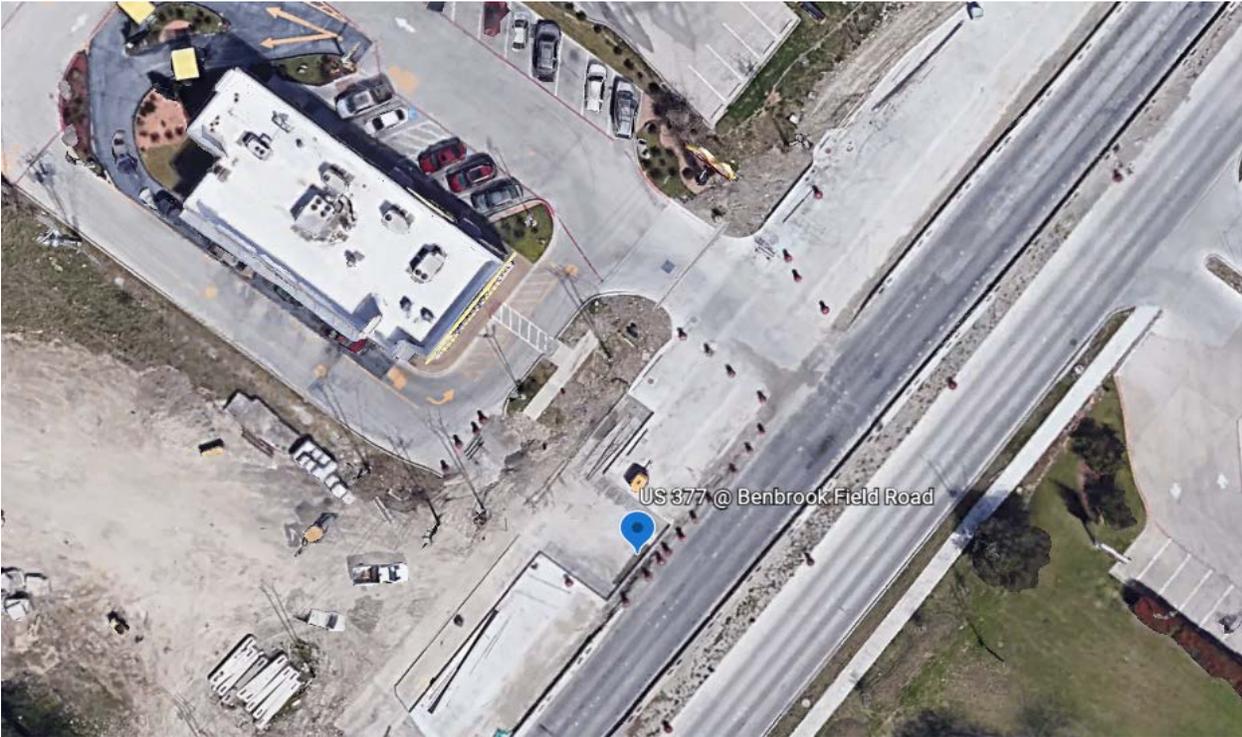
Sproles @ US 377



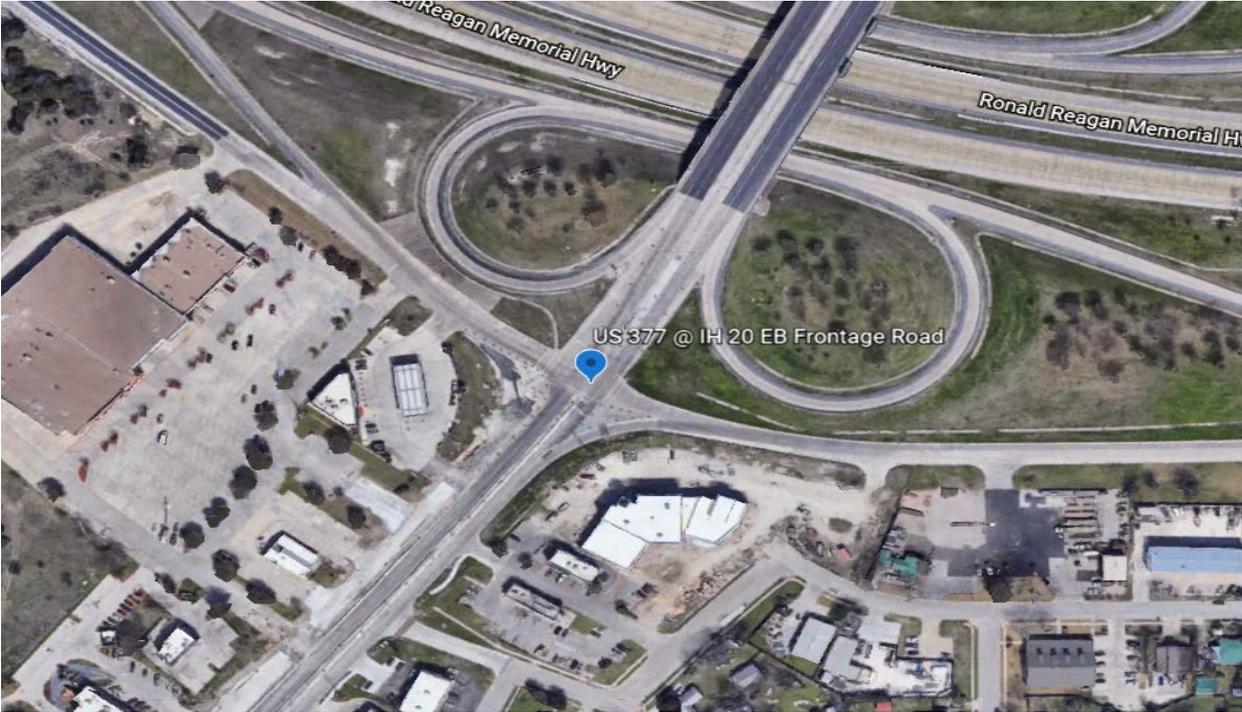
Mercedes @ US 377

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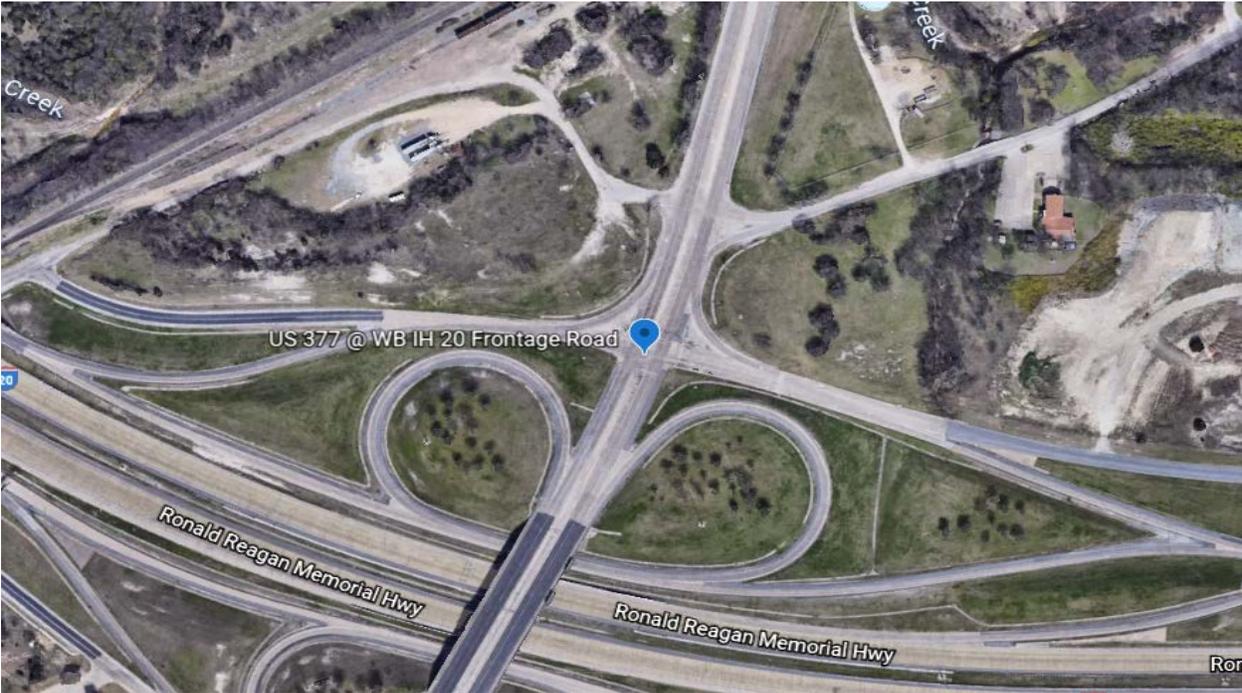


Benbrook Fields @ US 377

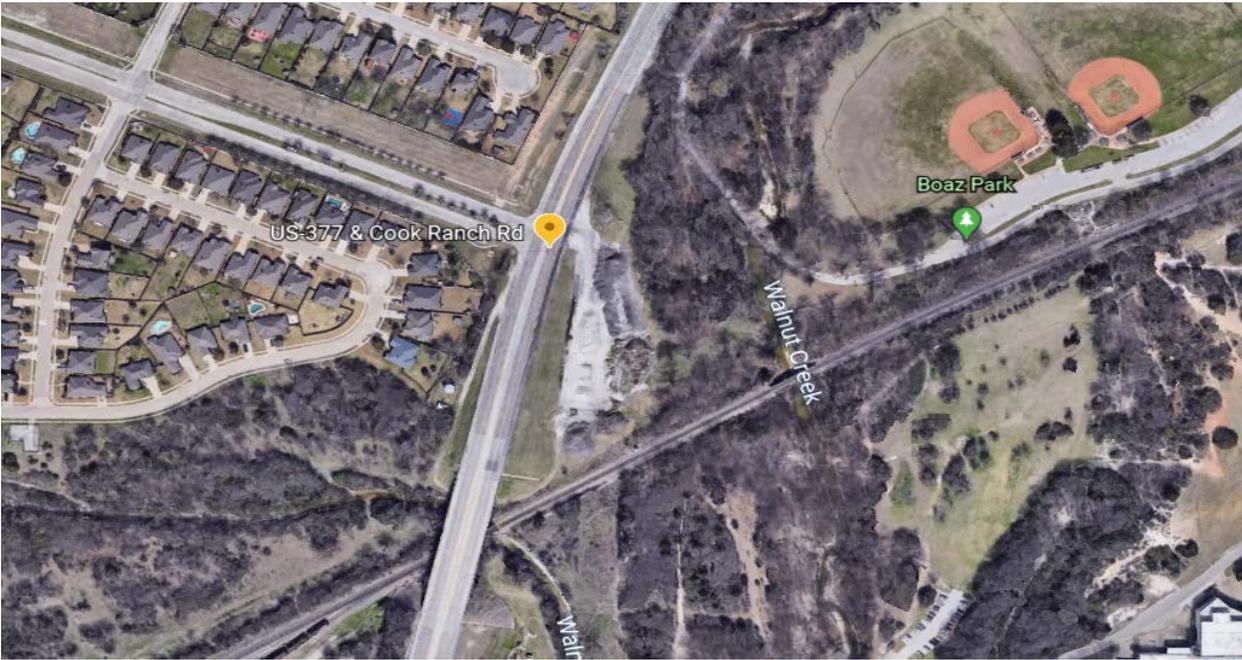


US 377 @ EB IH 20 Frontage Road

EXHIBIT 1 (A)  
Signalized intersections on State Highways located in the City of Benbrook

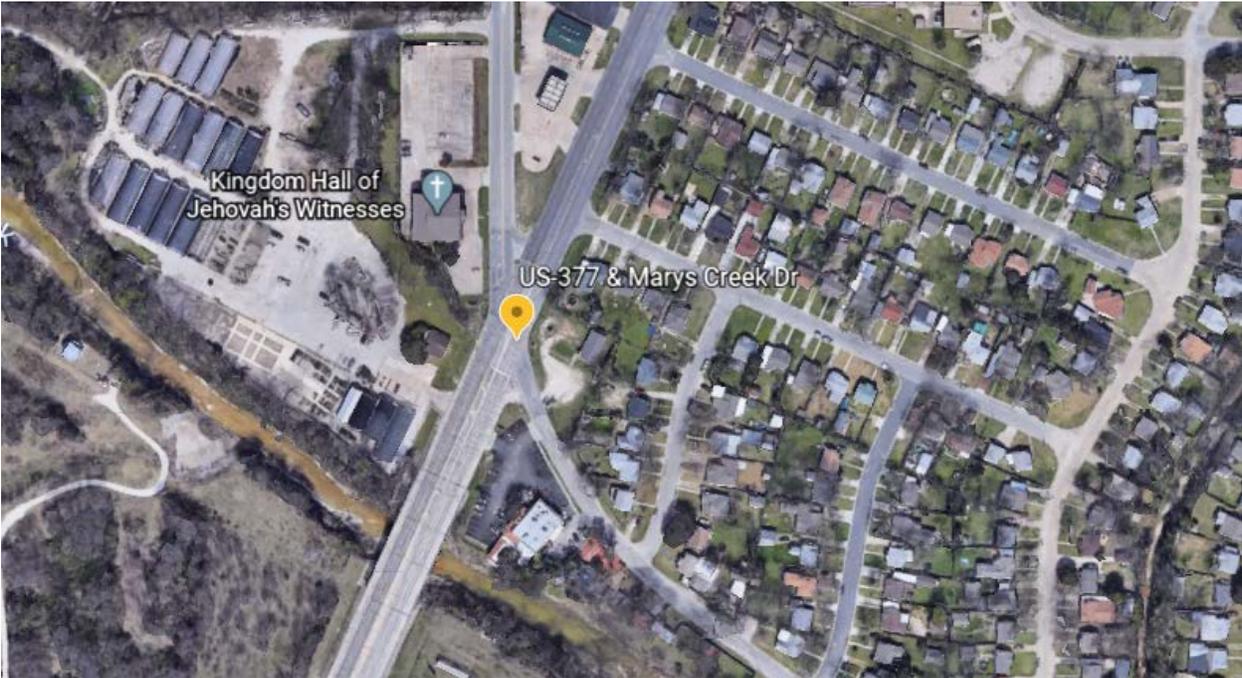


US 377 @ WB IH 20 Frontage Road



Cooks Ranch @ US 377

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Mary's Creek @ US 377

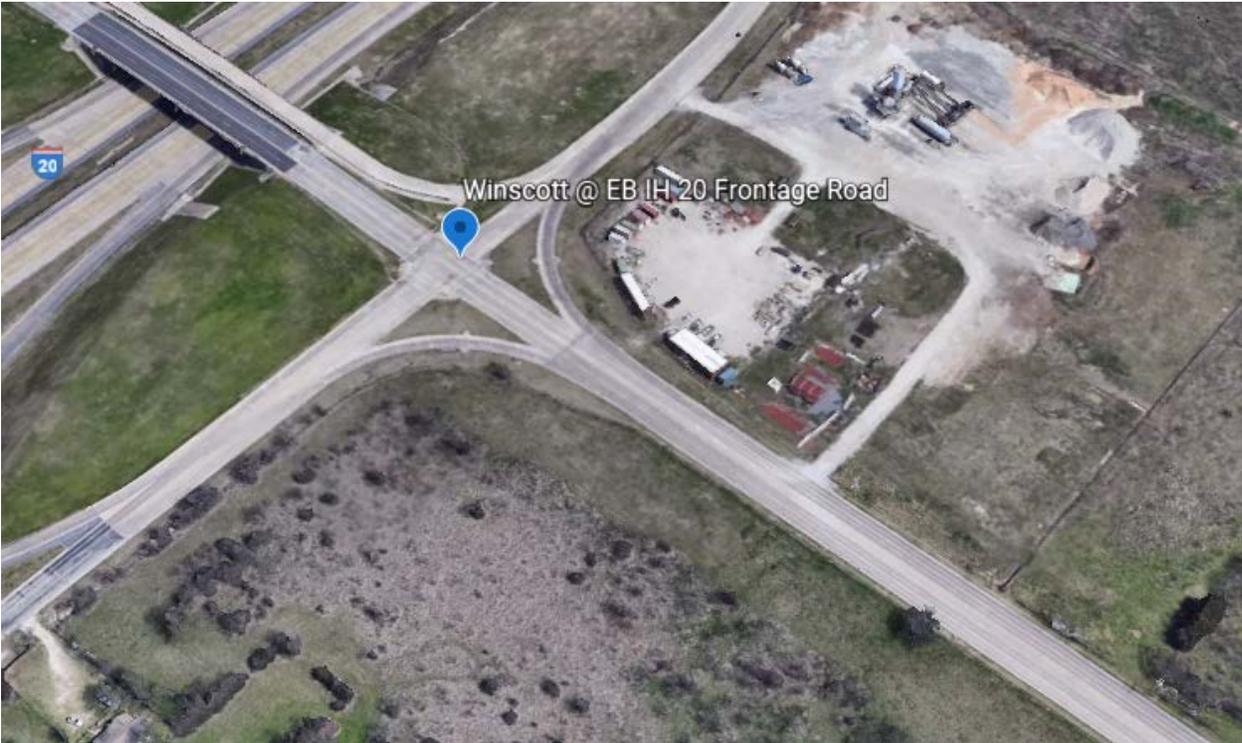
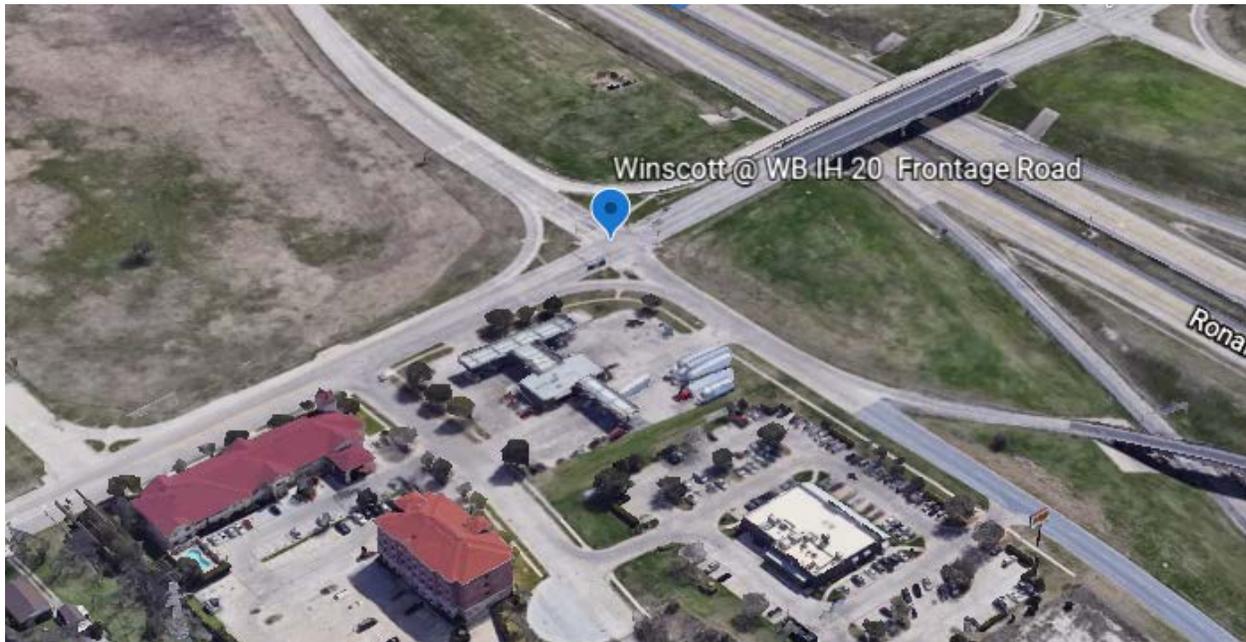


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