

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS **

THE COUNTY OF BRAZOS **

THIS CONTRACT is entered into by and between a local government and the State agency as shown below Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act, TEX. GOVT. CODE ANN." § 791.001, et. Seq.

I. CONTRACTING PARTIES:

Performing Party: Texas A&M Transportation Institute (TTI)
The Texas A&M University System - VID # 37277277275000

Receiving Party: City of Coppell, Texas

II. STATEMENT OF SERVICES TO BE PERFORMED:

Arterial Comparative Travel Times for City of Coppell, Texas -- See Schedule A

All electronic information transmitted to or housed by the Performing Party is the responsibility of the Performing Party and will be protected in accordance with Texas Administrative Code (TAC) 202 as well as any other applicable state or federal mandate unless additional protection is requested in writing by the sponsor.

III. BASIS FOR CALCULATING COSTS:

Cost Reimbursable
(See Schedule B)

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: \$142,078 (One hundred forty-two thousand and seventy-eight dollars and no cents)

The maximum amount payable under this contract is contingent upon availability of funds.

V. PAYMENT FOR SERVICES:

Receiving Party shall pay for services received from appropriation items or accounts of the Receiving Party from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Party payable to Performing Party.

Payments for services performed shall be billed monthly.

Payments received by the Performing Party shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

VI. DISPUTES:

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Performing Party and the Receiving Party to attempt to resolve any claim for breach of contract made by the Receiving Party that cannot be resolved in the ordinary course of business. The Receiving Party shall submit

written notice of a claim of breach of contract under this Chapter to the Assistant Agency Director and Chief Financial Officer of the Performing Party, who shall examine Receiving Party's claim and any counterclaim and negotiate with Receiving Party in an effort to resolve the claim.

VII. PUBLIC INFORMATION ACT:

The Receiving Party acknowledges that the Performing Party is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

VIII. TERM OF CONTRACT:

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to Receiving Party. This contract begins when fully executed by both parties and terminates on August 31, 2019.

IX. ADMINISTRATIVE CONTACTS:

For Performing Party:

Pricing Proposal or Pre-award:

Mr. Chris Slape
Senior Contract Negotiator II
Sponsored Research Services (SRS)
400 Harvey Mitchell Parkway South,
Suite 300
College Station, Texas 77845-4375
Tel. 979-845-6280
Email: awards@tamu.edu

For Receiving Party:

Administrative Contact:

Kyra Jansen
Administrative Services Manager
City of Coppell
265 Parkway Blvd
Coppell, TX 75019
972.304.3686
kjansen@copPELLtx.gov

Administrative Contact after Execution:

Ms. Natilie Johnson
Senior Projects Administrator
Sponsored Research Services (SRS)
400 Harvey Mitchell Parkway South,
Suite 300
College Station, Texas 77845-4375
Tel. 979-845-9852
Email: ndjohnson@tamus.edu

Invoice Submission Contact:

Kent M. Collins, P.E.
Assistant Director of Public Works -
Engineering
City of Coppell
265 Parkway Blvd.
Coppell, TX 75019
972.304.7019
kcollins@copPELLtx.gov

X. TECHNICAL CONTACTS:

For Performing Party:

Robert E. Brydia, PMP.
Senior Research Scientist
Texas A&M Transportation Institute
3135 TAMU
College Station, Texas 77843-3135
979.845-8140
r-brydia@tti.tamu.edu

For Receiving Party:

Kent M. Collins, P.E.
Assistant Director of Public Works - Engineering
City of Coppell
265 Parkway Blvd.
Coppell, TX 75019
972.304.7019
kcollins@copPELLtx.gov

XI. EQUAL EMPLOYMENT OPPORTUNITY:

The Texas A&M University System serves all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information or veteran status. The Performing Party agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," (EEO) as amended by Executive Order 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60).

XII. THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING PARTY further certifies that it has the authority to request for the above services by authority granted in TEX. GOVT. CODE ANN." § 791.

PERFORMING PARTY further certifies that it has the authority to perform the services agreed upon above by authority granted in Chapter 85, Texas Education Code.

The undersigned parties bind themselves to the faithful performance of this contract.

PERFORMING PARTY

Texas A&M Transportation Institute

Authorized Signature

Gregory D. Winfree, J.D.
Agency Director

Title

Date

RECEIVING PARTY

City of Coppell, Texas

Authorized Signature

Title

Date

SCOPE OF SERVICES

Background

The City of Coppell, Texas is undertaking an 18-month reconstruction effort on 1.4 miles of Freeport Pkwy between W Bethel Rd and I-635. The 4-mile section of Freeport Parkway between SH 121 and I-635 is a major travel route through the city carrying nearly 20,000 vehicles per day. During construction, travelers on this route are expected to be impacted by decreased capacity, increased congestion, and increased travel times. It is anticipated that at many times of the day, the longer route of SH 121 and I-635 would be the preferred route for reducing the overall travel time. The City approached the Texas A&M Transportation Institute (TTI) to develop, implement, and operate a system providing comparative travel time feedback to motorists for both the Freeport Pkwy and highway routes. TTI would install the infrastructure, perform the system integration and routine operations necessary.

Scope of Work

The overall scope of work is to deploy and operate the infrastructure necessary to provide a comparative travel time system for the Freeport Pkwy, providing both northbound and southbound travel times on Freeport Pkwy and on the alternative route of SH 121 and I-635. Specific tasks included in the scope of work are:

- 1) Multi-day field visit to Coppell to determine equipment deployment locations, meet with Coppell staff, and discuss deployment timelines.
- 2) Install equipment at various sites on roadway right-of-way and ensure power and communication channels.
- 3) Construct detailed concept of operations for project including message sets, operational scenarios, and data flows.
- 4) Integrate system to contractor provided PCMS and modem sets.
- 5) Stand-up all system components and test in off-line mode (no display to PCMS).
- 6) Upon completion of testing, bring system on-line after confirmation with Coppell staff.
- 7) Operate system for length of construction project (estimated at 18 months).
- 8) Store and retain data for impacts analysis.

Although not specifically called out as a task, operation of the system includes budgeting for site visits as needed to ensure the system functions appropriately with minimum downtime.

It should be noted that the City of Coppell staff has pledged assistance to the project efforts by (a) provision of bucket trucks and staff for deployment and/or maintenance needs, (b) provision of lane closures if needed, (c) coordination with agencies for right-of-way and infrastructure access, (d) potential communication channels from the signal cabinets through the Coppell network, and (e) potential power supply from the signal cabinets.

SCHEDULE B

Budget Detail

ESTIMATED BUDGET FOR THE TEXAS A&M TRANSPORTATION INSTITUTE									
Title: Arterial Comparative Travel Times for City of Coppell, Texas					TTI SRPA Proposal No: P2018039				
Sponsor: City of Coppell					Maestro Proposal No: 1801637				
Proposed Budget Period:		3/1/2018	to	8/31/2019					
1.	DIRECT LABOR				% Effort	Est. Hours	Rate/Hour	Est Cost	Est Cost
a.	Salaries and Wages								
	NAME	TITLE							
	Bob Brydia	Principal Investigator		4.47%	140	68.63	9,608		
	Darrell Borchardt	Sr. Research Engineer		1.92%	60	79.54	4,772		
	Jason Crawford	Research Engineer		1.92%	60	83.34	5,000		
	Michael Vickich	Software Applications Developer IV		6.39%	200	72.92	14,584		
	Diana Wallace	Sr. IT Professional I		8.30%	260	39.44	10,254		
	Darryl Puckett	Research Scientist		6.39%	200	72.57	14,514		
	Brenda Manak	Research Specialist II		1.92%	60	34.73	2,084		
	Helen Olivarez	Administrative Associate V		1.28%	40	30.04	1,202		
	Subtotal Hours / Salaries					1020		62,018	
b.	Employee Fringe Benefits								
	16.8%	of Salaries and Wages (Staff)						10,419	
	\$746	Health Insurance (Staff person/month)						4,373	
	Subtotal Fringe Benefits							14,792	
	Total Direct Labor Costs (a+b)							76,810	
2.	EQUIPMENT								-
3.	TRAVEL								
	Purpose and destination of travel								
		Number of Round Trips	Miles per Round Trip	Number of Days	Number of People	Rate			
a.	Mileage	3	800			\$ 0.545	1,308		
b.	Meals	3		3	1	\$ 64.00	480		
c.	Lodging	3		2	1	\$155.00	930		
	Total Travel							2,718	
4.	SUBCONTRACTS								
	Total Subcontracts							-	
5.	DIRECT MATERIALS								
a.	Research Supplies (Coppell components)						10,939		
b.	Cellular service						4,320		
	Total Direct Materials							15,259	
6.	OTHER DIRECT COSTS								
a.	Computer Operations @ \$225/staff-month						1,319		
	Total Other Direct Costs							1,319	
7.	TOTAL DIRECT COST							96,106	
8.	ADMINISTRATIVE COSTS		48.5% of Modified total direct costs				94,787		45,972
9.	TOTAL ESTIMATED COST							142,078	
BUDGET NOTES:									
All facilities and equipment necessary to accomplish the required work are available.									
The Texas A&M University System serves people of all ages, regardless of socioeconomic level, race, color, sex, religion, disability or national origin.									
1a. Clerical salaries are directly charged as the support required is significantly greater than the routine level of services provided by academic departments.									
3. Travel M&IE is calculated at 75% on the first and last days of travel.									
6a. Computer equipment usage fee and network support services is an established rate and is not charged indirect.									
8 excludes 2, 4 each part above \$25,000 and 6a.									