

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 06-48**

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA Rules; and

WHEREAS, in Minute Order No. 109877, approved on November 18, 2004, the Texas Transportation Commission granted its approval of the Project and the development thereof by the CTRMA subject to the conditions therein specified; and

WHEREAS, in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved of the selection of Hill Country Constructors as the Developer of the Project and subsequently entered into a Comprehensive Development Agreement for the development and construction of the Project; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement ("PDA") with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the Project; and

WHEREAS, Hill Country Constructors has undertaken construction of the Project with planned completion in early 2007; and

WHEREAS, the PDA provides that the CTRMA will maintain and operate the Project, including maintenance and operation of the toll plazas and field operations building ("Operations Services"); and

WHEREAS, TxDOT has contracted with the Washington Group International to provide Operations Services for various TxDOT projects (the "TxDOT Operations Contract"), many of such Operations Services being the same as those required by the CTRMA in the maintenance and operation of the Project;


WHEREAS, the CTRMA staff recommends that the CTRMA enter into the attached Interlocal Agreement attached hereto as Attachment "A" with TxDOT for purposes of participating in the TxDOT Operations Contract in order to obtain the Operations Services from the Washington Group International.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the Interlocal Agreement with TxDOT attached hereto as Attachment "A" for the purposes set forth therein; and

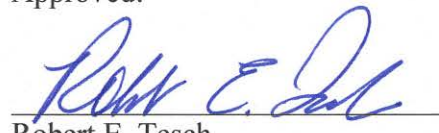
BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Interlocal Agreement in its final form on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 06-48  
Date Passed 08/30/06

**Attachment "A"**

**Interlocal Agreement with TxDOT for  
Participation in Washington Group International Contract  
For Operations Services**

**Interlocal Agreement**

**Office of General Counsel – Contract Services Section Transmittal Form**

From: Texas Turnpike Authority Division (District/Division/Office)	Contact Person: Sandi Carmona Phone No.: 463-6146
Subject:	
Other Entity: Central Texas Regional Mobility Authority	Contract Maximum Amount Payable \$
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes _____ No <u>X</u> _____ Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No _____ If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes _____ No <u>X</u> _____ If modified, date of OGC-CSS approval: _____ Modifications made are as follows:	

THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation  
Central Texas Regional Mobility Authority

TxDOT  
Local Government (CTRMA)

**II. PURPOSE: TOLL PLAZA OPERATIONS.**

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$\_\_\_\_\_ and shall correspond with the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties or October 1, 2006, whichever is later, and terminates on **December 31, 2010** or when otherwise terminated as provided in this Agreement.

**VI. LEGAL AUTHORITY:**

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**FOR 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 \_\_\_\_\_

Janice Mullenix  
Director, Contract Services Section  
Office of General Counsel

## ATTACHMENT A

### Scope of Services

1. TOLL PLAZA OPERATIONS: TxDOT shall be required to support a 24-hour a day, 7 days a week operation. TxDOT shall comply with requirements for bilingual staffing (English and Spanish) and handicapped accessibility, as designated by CTRMA. Operations shall include the mainline and ramp plazas as indicated on the attached map. The primary services to be provided by TxDOT, directly or through the use of subcontractors, under the terms of TxDOT's procurements, and will include the following:
  - 1.1. LANE OPERATIONS: Shall include both the mainline and ramp plazas
    - 1.1.1. Staff and operate attended toll booths
    - 1.1.2. Collect and secure toll revenues
    - 1.1.3. Operate ACM lanes
    - 1.1.4. Operate ETC lanes
  - 1.2. PLAZA ADMINISTRATION
    - 1.2.1. Plan, provide, and manage project and operational staffing
    - 1.2.2. Secure, deposit, track, and manage revenues
    - 1.2.3. Secure and manage data and documents
    - 1.2.4. Develop and implement business rules, policies, and procedures
    - 1.2.5. Develop and coordinate interactions with depository banks and courier services.
    - 1.2.6. Comply with all applicable state and federal regulations
    - 1.2.7. Develop, deploy, maintain and operate traffic management services including but not limited to courtesy patrol
    - 1.2.8. Coordinate interactions with external entities, including, but not limited to, law enforcement agencies, towing services, and local traffic and emergency management centers
    - 1.2.9. At a minimum, report on staffing, work activities, incidents, complaints, traffic, revenue, and systems
    - 1.2.10. Procure and manage materials and supplies for the operation of the toll plaza
    - 1.2.11. Maintain and deploy disaster recovery plan
  - 1.3. FACILITY ADMINISTRATION
    - 1.3.1. Procure, install, and maintain facility furnishings and specialized equipment not provided by CTRMA and provide recommendations for new equipment and possible procurement.
    - 1.3.2. Clean and maintain toll plazas and parking lots
    - 1.3.3. Establish and manage janitorial and pest control services
    - 1.3.4. Establish and manage landscape maintenance services
    - 1.3.5. Develop and coordinate interaction with mechanical and electrical equipment maintenance services
    - 1.3.6. Administer security and access control
    - 1.3.7. Supply and maintain vehicles and insurance. All project assigned vehicles shall be white and unmarked.
  - 1.4. SUPPORT FUNCTIONS: In support of primary functions, TxDOT shall be responsible for providing and managing the following products and services, directly or through a subcontractor.



1.4.1. Human Resources

- 1.4.1.1. Job categories, job descriptions, compensation structure, and salaries
- 1.4.1.2. Staffing, hiring, and management program
- 1.4.1.3. Training program
- 1.4.1.4. Employee performance incentive program
- 1.4.1.5. Human resources records and files
- 1.4.1.6. Uniforms, safety gear, and supplies

Note: Background checks and drug screening shall be required

1.4.2. Accounting and Reconciliation

- 1.4.2.1. Project and operational budgets
- 1.4.2.2. Tour funds
- 1.4.2.3. Toll collections
- 1.4.2.4. Bank accounts and deposits

1.4.3. Project Liaison

**Emergency Issues**

Except on an emergency basis, CTRMA must inform TxDOT of any issues that they are having with the operation of CTRMA's toll facilities and TxDOT's subcontractor. Those items that are considered "emergency" must be followed up with informing TxDOT of the emergency as soon as possible.

**Standard Operating Procedures**

Services will be performed in accordance with standard operating procedures (SOPs) as established by TxDOT. Modification to the SOPs for application to CTRMA will be by mutual agreement between TxDOT and CTRMA.

**Facility**

CTRMA will provide suitable office space for the Project Liaison and other positions necessary to carry out the terms of the ILA and as agreed upon between TxDOT and CTRMA.

**ATTACHMENT B**

**Budget**

ILA Pricing - Central Texas Regional Mobility Authority  
Toll Plaza Operations / Facility Administration

<b>-</b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>	<b>-</b>
<b>Object Code</b>	<b>Oct 2006 - Dec 2006</b>	<b>Jan 2007 - Dec 2007</b>	<b>Jan 2008 - Dec 2008</b>	<b>Jan 2009 - Dec 2009</b>	<b>Jan 2010 - Dec 2010</b>	<b>Totals</b>
<b>1 ). Operations and Administration</b>	\$49,831.27	\$1,818,482.77	\$2,094,644.24	\$2,304,108.66	\$2,382,448.35	\$8,649,515.29
<b>2). Facility Maintenance</b>	\$12,282.74	\$136,392.21	\$176,017.53	\$193,619.28	\$200,202.34	\$718,514.10
<b>3). Traffic Management</b>		\$50,408.29	\$63,016.81	\$69,318.49	\$71,675.32	\$254,418.91
<b>Performance Payment Plan</b>		\$30,950.00	\$35,106.00	\$38,616.60	\$39,929.56	\$144,602.16
<b>Totals</b>	<b>\$62,114.01</b>	<b>\$2,036,233.27</b>	<b>\$2,368,784.58</b>	<b>\$2,605,663.03</b>	<b>\$2,694,255.57</b>	<b>\$9,767,050.46</b>

Note: Years 4 and 5 are estimated budgets subject to change. Year 4 was escalated at 10% (Year 3 X 1.10) and year 5 was escalated at 3.34% (Year 4 X 1.034) at the Object Code summary level. This was for budget purposes as there is no pricing detail prepared for these years.



**CTRMA Pricing Detail / Unit of Measure**

<u>Description</u>	<u>Fixed Price/Variable/Cost Plus (invoice method)</u>	<u>Unit(s)</u>	<u>Year 1- 2006</u>	<u>Unit Price Year 2- 2007</u>	<u>Year 3-2008</u>
<b><u>Labor:</u></b>					
Allocated Management and Admin, Auditor, Plaza Mgr, Plaza Sup.	Fixed	Monthly	\$8,574.38	\$45,902.25	\$50,701.42
<b><u>Direct Cost:</u></b>					
Mileage / vehicle cost, supplies, uniforms, telephone, armored car, janitorial, facilities maint.	Fixed	Monthly	\$5,313.63	\$23,220.06	\$26,452.71
<b><u>Variable Labor:</u></b>					
Toll Svc. Attdnt - FT	Variable (Hours worked)	Manhours	n/a	\$17.96	\$18.56
Toll Svc. Attdnt - PT	Variable (Hours worked)	Manhours	n/a	\$15.72	\$16.25
<b><u>Variable Direct Cost:</u></b>					
Plumbing, electrical, mechanical repair	Fee - 9% Insurance - .65% Cost + Fixed Fee	Service units (\$1)	n/a	n/a	\$20,000.00

## ATTACHMENT C

### General Terms and Conditions

#### **Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of TxDOT procurements entered in support of contract services.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by CTRMA under this contract shall be owned by CTRMA.

#### **Article 5. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 180 days after either party gives written notice to the other party, whichever occurs first.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

#### **Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

#### **Article 9. State Auditor's Provision**

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT 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 10. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**Article 11. Payments**

Consolidated invoices shall be submitted on a monthly basis. Invoice amounts for variable labor elements (invoiced at hourly unit rates) shall be invoiced on an hours worked basis with fixed labor elements invoiced at the monthly unit rate. Such elements shall be invoiced at the rates (shown on Attachment B) on a monthly basis following the month in which the costs were incurred. Appropriate and reasonable documentation will be provided upon request.

Any toll shortages due under this contract as per the CTRMA SOPs shall be reflected as a credit to CTRMA on the monthly invoice.

For the purpose of the estimated budget, labor prices have been escalated at 3.35% annually based on the Employment Cost Index, ten year average – 2<sup>nd</sup> quarter {www.bls.gov – BLS Information Office – Southwest (Dallas, TX) – Employment Cost Index, South Region “Most Requested Statistics” – ECI Total Compensation, South Private Industry}. On an annual basis, the labor escalation factor will be adjusted proportionately for the amount in excess of 4%. Any adjustment to such prices shall be subject to mutual written agreement.

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**ATTACHMENT D**

**Resolution or Ordinance**

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### ATTACHMENT E

### Location Maps Showing Project

