

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

**RESOLUTION NO. 08-59**

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 throughout their respective regions; and

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and to improve the quality of life for the residents of Central Texas; and

WHEREAS, the CTRMA, working in partnership with the Austin District of the Texas Department of Transportation ("TxDOT"), developed a proposed "CTRMA/TxDOT Regional Implementation Program" (the "Program") and such Program has been amended and revised from time to time by the actions of TxDOT, the Capital Area Metropolitan Planning Organization and/or the CTRMA; and

WHEREAS, in Resolution No. 04-53, dated October 27, 2004, the CTRMA Board of Directors authorized entering into an Interlocal Agreement (the "Interlocal Agreement") with TxDOT for the purposes of TxDOT providing material inspection and testing services to the CTRMA in connection with the CTRMA's 183A toll project; and

WHEREAS, the Interlocal Agreement originally terminated October 27, 2006 and was extended until October 27, 2008; and


WHEREAS, the CTRMA and TxDOT desire to continue to operate under the terms of the Interlocal Agreement for the purposes of providing material inspection and testing services to the CTRMA as the CTRMA continues to develop and construct road projects in the region as provided in the Program, as amended; and

WHEREAS, the CTRMA recommends to the Board of Directors that the Interlocal Agreement be extended in substantially the form attached hereto in "Attachment "A"".


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the entry into the Interlocal Agreement between the CTRMA and TxDOT substantially as set forth in "Attachment "A"" and authorizes the Executive Director to negotiate the final form of and execute the Interlocal Agreement on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2008.

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 08-59  
Date Passed 10-29-08

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 08-59**  
**INTERLOCAL AGREEMENT WITH**  
**TxDOT FOR MATERIALS INSPECTION AND TESTING SERVICE**

**Interlocal Agreement**

**Contract Services Transmittal Form**

From: Construction Division (District/Division/Office)	Contact Person: Laura Benningfield Phone No.: 506-5955
Subject: Interlocal Agreement	
Other Entity Central Texas Regional Mobility Authority	Contract Maximum Amount Payable \$1,800,000
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes <u>X</u> No _____ Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No <u>X</u> 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 Contract Services 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	TxDOT
Central Texas Regional Mobility Authority	Local Government

**II. PURPOSE:** Material Inspection & Testing Services

**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 \$1,800,000 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on October 27, 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 October 27, 2004, 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 of Contract Services

**ATTACHMENT A****Scope of Services**

TxDOT agrees to perform material inspection and testing services as requested by the Local Government. Material inspection and testing includes, but is not limited to, structural steel bridge fabrication, pre-cast concrete (stressed/non-stressed) products, and miscellaneous products for those project locations shown in Attachment E, Location Maps Showing Project

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and at locations in Texas where TxDOT routinely provides inspection services for its own highway materials. Out-of-state inspections for the Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations.

As inspections and testing services are performed by TxDOT, test reports with attached material documentation will be provided to the Local Government. Reports will include the date, location and nature of services performed and will be maintained by TxDOT for a period of four (4) years following the expiration of the agreement.

TxDOT and the Local Government shall mutually agree on inspection dates. TxDOT reserves the right to reschedule inspections when it has been determined that inspection dates for the Local Government interferes with inspections of TxDOT projects.

The Local Government will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the specifications.

Two weeks prior to TxDOT performing any inspections, the Local Government will issue inspection work requests. Each inspection work request will include the following:

- Project information (i.e., contract number, project control numbers, etc.),
- Work Description,
- Type and quantity of highway material(s) to be inspected,
- Any relevant plans, specifications, drawings,
- Fabricator information (Name, contact person, physical location),
- Desired date of inspection, and
- Signature and telephone number of authorized Local Government representative.

Changes to work requests will require a supplemental work request.

**Basis for Calculating Reimbursement Costs.** The Local Government will reimburse TxDOT for the costs incurred in carrying out the services and subject to the fee schedule rates set forth in Attachment B.

**Payments.** Upon receipt of a billing statement from TxDOT, the Local Government shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. Include the Agreement Number on your check and submit all payments to:

Texas Department of Transportation  
P.O. Box 5020  
Austin, TX 78763-5020

## ATTACHMENT B

## Budget TxDOT, Inspection & Testing Rates

**Structural**

<i>Material</i>	<i>Units</i>	<i>Former Rate</i>	<i>Current Rate</i>
Anchor Bolts-Bearings, Sign, Illuminated, etc.	Each	\$1.20	\$1.50
Anchor Bolts-Railing	Each	\$0.40	\$0.50
Bridge Protective Angle/Bracket	Each	\$15	\$19
Concrete Box Culverts	Linear Ft	\$0.45	\$0.56
Disc/Pot Bearing	Each	\$80	\$100
Double Wall Panel	Sq Ft	\$0.30	\$0.38
Double Wall Parapet	Sq Ft	\$0.15	\$0.19
Elastomeric Bearings (Laminated)	Each	\$1.88	\$2.50
Elastomeric Bearings (Plain)	Each	\$2.50	\$1.88
Elastomeric Bearings (Siding)	Each	\$20	\$25
Elastomeric Laminated Bearing Assembly	Each	\$0	\$10
High Mast Illumination Assembly Ring	Each	\$45	\$56
High Mast Illumination Poles	Each	\$150	\$188
Mast Arms	Each	\$1.10	\$1.38
Misc. Structural Steel	Pound	\$0.02	\$0.025
Post-Aluminum	Each	\$1.25	\$1.56
Posts-Steel	Each	\$0.90	\$1.13
Precast Concrete Arch Unit	Linear Ft	\$4.00	\$5
Precast Concrete Coping	Linear Ft	\$1.40	\$1.75
Precast Concrete Traffic Barrier	Linear Ft	\$0.007	\$0.0088
Precast Headwalls	Each	\$20	\$25
Precast Wall Panels	Square Ft	\$0.26	\$0.31
Prestressed Concrete Box Beams	Linear Ft	\$2.50	\$3.13
Prestressed Concrete Panels	Sq. Ft	\$0.10	\$0.13
Prestressed Concrete Piling	Linear Ft	\$0.70	\$0.88
Prestressed Concrete Sheet Piling	Sq. Ft	\$0.40	\$0.50
Prestressed Concrete Tee, Slab, & I-Beams	Linear Ft	\$1.05	\$1.31
Prestressed Concrete Trap. Beams	Linear Ft	\$4.00	\$4.50
Prestressed Concrete U Beams	Linear Ft	\$4.38	\$4.50
Railing	Linear Ft	\$0.17	\$0.21
Reinforced Concrete Pipe	Linear Ft	\$0.16	\$0.20
Roadway Illumination Poles	Each	\$15	\$19
Segmental Prestressed Units	Linear Ft	\$70	\$88
Sign Support Bridges	Linear Ft	\$2	\$2.50
Sign Walkway	Linear Ft	\$0.55	\$0.69
Signs	Sq. Ft	\$0.25	\$0.31
Structural Steel Bridge Girders	Pound	\$0.016	\$0.02
T-6 Rail Steel Line Post	Each	\$0.90	\$1.13
T-6 Rail Tube	Linear Ft	\$0.30	\$0.38
Terminal Anchor Posts	Each	\$0	\$1.25
Transformer Bases for Roadway Illuminated Poles	Each	\$4.00	\$5

## 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 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 TxDOT under this contract shall be owned by TxDOT.

#### **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 30 days after either party gives 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.

**ATTACHMENT D**  
**Resolution or Ordinance**

**ATTACHMENT E**  
**Location Maps Showing Project**