

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

**RESOLUTION NO. 04-33**

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 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, pursuant to Chapter 370 of the Texas Transportation Code RMAs are authorized to pursue and develop a wide variety of transportation projects and to enter into such agreements as are necessary to facilitate project planning and development; and

WHEREAS, the CTRMA is engaged in a procurement for the development of US 183-A through a comprehensive development agreement; and

WHEREAS, in connection with oversight of the construction of US 183-A by an eventual CDA team it is important to provide for the independent testing of materials used in the project; and

WHEREAS, TxDOT has the resources and expertise to provide such testing services at a reasonable cost; and

WHEREAS, the CTRMA general engineering consultant recommends that the CTRMA enter into the attached Interlocal Agreement with TxDOT to provide material testing services in connection with US 183-A;

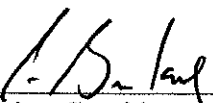
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the Interlocal Agreement between The Texas Department of Transportation and the CTRMA set forth in Attachment "A";

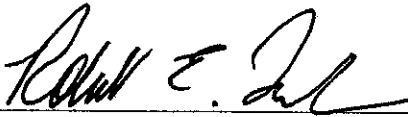
BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such interlocal agreement on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of July, 2004.

Submitted and reviewed by:

Approved:

  
\_\_\_\_\_  
C. Brian Cassidy  
General Counsel for the Central  
Texas Regional Mobility Authority

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 04-33  
Date Passed 7/28/04

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	CTRMA

**II. PURPOSE:** Material Inspection and 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 \$2,000,000. Payments shall be billed as inspections are completed and work sheets are submitted to the Construction Division, Materials & Pavements Division branch office located in Austin, TX. Invoice payments will be made within thirty (30) days of the invoice date, remittances made payable to Texas Department of Transportation.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on March 31, 2007 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 CTRMA Board, by resolution or ordinance, dated \_\_\_\_\_, has authorized the CTRMA to perform the services described in **Attachment A**.

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

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Michael Heiligenstein  
 Executive Director  
 Title \_\_\_\_\_  
 TYPED OR PRINTED NAME AND 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

As requested by the CTRMA, TxDOT agrees to perform material inspection and testing services at points in Texas where TxDOT routinely provides resident inspection services for its own highway materials. Out-of-State inspections for the CTRMA will only be performed when TxDOT has employees scheduled to conduct inspections for State projects at the requested location(s) or when TxDOT specifically accepts the assignment.

Inspections will be performed in substantial compliance with the specifications and instructions supplied by the CTRMA. As inspections and testing services are performed by TxDOT, written reports will be provided to the CTRMA and the CTRMA assignee. Reports will include date, time 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 CTRMA shall mutually agree on the inspection dates. TxDOT reserves the right to perform or reschedule inspection services in accordance with the following criteria:

- Availability of TxDOT's personnel to perform the necessary testing;
- When testing will not encumber testing performed by TxDOT for State projects.
- The right to reschedule the testing and inspection when it is determined by TxDOT that the originally scheduled time for testing and inspection of highway materials interferes with the testing and inspection for State projects.

Prior to TxDOT performing any inspections or testing, the CTRMA will issue work requests. Each work request will include the following:

- a. Project information (i.e. contract number project control numbers, etc.),
- b. Work Description,
- c. Type and quantity of material(s) to be tested and/or inspected,
- d. Assigned fabrication for each highway material including: the fabricator's location, contact, and phone number,
- e. Desired date of inspection, and
- f. Signature and telephone number of authorized CTRMA representative.

Changes to the work requests will require a supplemental work request.

The CTRMA will be responsible for all direct and indirect costs or expenses involved in the performance of TxDOT's services. Reimbursable costs will be based on actual tests and inspections performed and in accordance with the most current inspection rate schedule in effect for the fiscal year during which the work is accomplished. The indirect costs will be based on TxDOT's Indirect Cost Plan.

**ATTACHMENT B**  
**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. Signatory Warranty**

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

**ATTACHMENT C**  
**Resolution or Ordinance**

# ATTACHMENT D

## Location Maps Showing Project

