

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

RESOLUTION NO. 12-053

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION TO PROVIDE ROADWAY AND FACILITY
MAINTENANCE SERVICES ON MOBILITY AUTHORITY ROADWAYS.**

WHEREAS, certain maintenance services for Mobility Authority roadways and facilities have been provided by the Texas Department of Transportation ("TxDOT") under an interlocal agreement approved by the Board by Resolution No. 07-30 on June 27, 2007; and

WHEREAS, that interlocal agreement will terminate on October 31, 2012; and

WHEREAS, the Executive Director and TxDOT staff have discussed and agreed to a proposed interlocal agreement under which TxDOT will continue providing certain maintenance services for Mobility Authority roadways and facilities; and

WHEREAS, the Executive Director recommends approval of the proposed interlocal agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed interlocal agreement in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 12-053
Date Passed: 08/29/2012

EXHIBIT 1 TO RESOLUTION 12-053

PROPOSED INTERLOCAL AGREEMENT WITH TxDOT

[on the following 14 pages]

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Chapter 201, Section 2.09.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Central Texas Regional Mobility Authority

TxDOT
CTRMA

II. PURPOSE: Routine Maintenance of 183A Toll Road Project and Manor Expressway (290 E) Project.

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 **\$ 1,949,595.00** 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 **November 30, 2015** or when otherwise terminated as provided in this Contract.

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 Board of Directors of the CTRMA, by resolution, dated [redacted], has authorized the CTRMA to enter into this Contract and obtain the services described in **Attachment A**, Scope of Services.

This Contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution of the Central Texas Regional Mobility Authority Board of Directors, and **Attachment E**, Project Location Map.

TxDOT

Texas Department of Transportation

CTRMA

Central Texas Regional Mobility Authority

BY:

AUTHORIZED SIGNATURE

Janice Mullenix
Director of Contract Services

TYPED OR PRINTED NAME AND TITLE

BY:

AUTHORIZED SIGNATURE

Mike Heiligenstein
Executive Director

TYPED OR PRINTED NAME AND TITLE

DATE:

DATE:

ATTACHMENT A

Scope of Services

TxDOT and the CTRMA are governmental entities authorized to design, construct, operate, and maintain turnpikes and other toll facilities in the State of Texas. The routine and periodic maintenance on such facilities is essential to their safety, efficient operation, and to maximizing their mobility benefits. TxDOT and the CTRMA are committed to ensuring that the maintenance practices and methodologies utilized on their respective facilities are implemented efficiently and effectively so as to further enhance the current and potential benefits for the citizens of the State of Texas. For and in consideration of these premises, TxDOT and the CTRMA agree as follows:

Routine Maintenance of Manor Expressway (290 E) and 183A

TxDOT agrees to maintain the Manor Expressway (290 E) toll facility project limits on the main lanes from US 183 to East of Parmer Lane and the 183A toll facility project limits on the main lanes from North of SH 45 to South of CR 276 , which is approximately 16.9 centerline miles including the entrance and exit ramps from right-of-way (ROW) to ROW as shown on Attachments E-1 and E-2, Project Location Map. Routine maintenance will be accomplished through a performance-based maintenance contract consisting of performing complete roadway maintenance, including all of the existing appurtenances and future additions within the right of way. This includes, but is not limited to, main lane roadways, frontage roads, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, traffic signals, aesthetics, signing, and sign structures. The following items are covered under this scope:

- Item 7627 - Total Maintenance and Operations of Highways Main Lanes (RMA)
- Item 7627 - Total Maintenance and Operations of Highways Frontage Roads (RMA)

Periodic Maintenance of Manor Expressway (290E) and 183A

The following is a list of known periodic maintenance activities that is included in the scope of services:

- Removing concrete sidewalks
- Concrete paint
- Permanent concrete traffic barrier
- Concrete sidewalks
- Metal W-Beam guard fence
- Cable barrier system
- Lane closures

Project Limits:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
290 E (Mainlanes) Segment 1	From: US 183 To: East of Cross Park Drive	0.7
290 E (Mainlanes) Segment 2	From: East of Cross Park Drive To: East of Parmer Lane	5.7
183 A Segment 1 (Mainlanes)	From: RM 1431 To: North of SH 45 N	4.1
183 A Segment 2 (Mainlanes & Frontage Roads)	From: South of CR 276 To: RM 1431	6.4
Total Centerline Miles		16.9

The limits of maintenance on crossroads shall generally be as follows:
290 E (Mainlanes) and 183A Toll Road are considered suburban roadways.

Roadside Maintenance

Task 1. Item 104: Removing Concrete (Sidewalks)(RMA) – \$5,500.00

Description: Remove sidewalk concrete as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SY	550
	183A	North of SH 45 to South of CR 276		
Total	Suburban			550

Task 2. Item 427: Concrete Paint (Existing Concrete)(RMA) – \$20,000.00

Description: Furnish and apply concrete paint on existing concrete as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SF	100,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			100,000

Task 3. Item 514: Permanent Concrete Traffic Barrier (SGL SLP)(TY1) (42") (RMA) – \$50,000.00

Description: Furnish and install, 42" Type 1 permanent concrete traffic barrier as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	1,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1,000

Task 4. Item 531: Concrete Sidewalks (6")(RMA) – \$5,500.00

Description: Prepare and construct 6" sidewalks as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SY	550
	183A	North of SH 45 to South of CR 276		
Total	Suburban			550

Task 5. Item 540: Metal W-Beam Guard Fence - \$36,475.00

Description: Furnish and install, replace or adjust metal beam guard fence consisting of metal beam rail element support on timber or steel posts.

Task 5a: Metal W-Beam Guard Fence (TIM POST) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	2,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			2,000

Task 5b. Terminal Anchor Section Adjustment (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 6. Item 544: Guardrail End Treatments - \$2,475.00

Description: Furnish and install, move, or remove guardrail end treatments.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 7. Item 545: Crash Cushion Attenuator (Move & Reset) (RMA) - \$1,485.00

Description: Move and reset crash cushion attenuators.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 8. Item 5367: Cable Barrier System (RMA) - \$24,000.00

Description: Furnish and install TL-4 cable barrier system and cable barrier terminal sections.

Task 8a. Cable Barrier System (TL-4) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	2,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			2,000

Task 8b. Cable Barrier Terminal Section (TL-4) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9. Item 7397: Lane Closures (RMA) - \$80,660.00

Description: Install, maintain and remove lane closures as shown on plans and details or as specified by the Engineer.

Task 9a. Freeway 1 Lane Closure (TY A) (RMA) Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9b. Freeway 1 Lane Closure (TY	Highway	Limits	Unit	Quantity

B)(RMA) Type				
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 9c. Freeway 2 Lane Closure (TY A)(RMA) Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1

Task 9d. Freeway 2 Lane Closure (TY B)(RMA) Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9e. Freeway 3 Lane Closure (TY A) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1

Task 9f. Freeway 3 Lane Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1

Task 9g. Exit or Entrance Ramp Closure (TY A)(RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9h. Exit or Entrance Ramp Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 9i. One Lane Frontage Road Closure (TY A) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9j. One Lane Frontage Road Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 9k. Two Lane Frontage Road Closure (TY A) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9l. Two Lane Frontage Road Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 10. Item 7627: Total Maintenance and Operations of Highway (RMA) - \$1,623,500.00

Description: Perform complete roadway maintenance, including all of the existing appurtenances and future additions within the right of way. This includes, but is not limited to, main lane roadways, frontage roads, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, traffic signals, aesthetics, signing, and sign structures.

Task 10a. Total maintenance and operations of highway mainlanes (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	MI	505
	183A	North of SH 45 to South of CR 276		
Total	Suburban			505

Task 10b. Total maintenance and operations of highway frontage (RMA)

Type	Highway	Limits	Unit	Quantity
Urban	290E	US 183 to East of Parmer Lane	MI	260
	183A	North of SH 45 to South of CR 276		
Total	Urban			260

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ATTACHMENT B

**Budget
FY2012-FY2015**

TASK NUMBER	ITEM NUMBER	DESCRIPTION	TOTAL COST
1	104	Removing Concrete (Sidewalks) (RMA)	\$5,500.00
2	427	Concrete Paint (Existing Concrete) (RMA)	\$20,000.00
3	514	Permanent Concrete Traffic Barrier (RMA)	\$50,000.00
4	531	Concrete Sidewalks (RMA)	\$5,500.00
5	540	Metal Beam Guard Fence (RMA)	\$36,475.00
6	544	Guardrail End Treatments (RMA)	\$2,475.00
7	545	Crash Cushion Attenuator (Move and Reset) (RMA)	\$1,485.00
8	5367	Cable Barrier System (RMA)	\$24,000.00
9	7397	Lane Closures (RMA)	\$80,660.00
10	7627	Total Maintenance and Operations of Highway	\$1,623,500.00
		Subtotal	\$1,849,595.00
		*Actual Direct Costs Not To Exceed	\$100,000.00
		Total	\$1,949,595.00

*This is an estimated amount. The CTRMA agrees to reimburse TxDOT for the actual direct costs associated with this agreement.

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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 of the Central Texas Regional Mobility Authority Board of Directors

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

RESOLUTION NO. 07-30

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, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic with Final Acceptance of the Project being anticipated in July, 2007; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the Board of Directors directed CTRMA staff and its Executive Director to initiate efforts to procure various maintenance and operational services for the 183-A Project from firms interested in providing such services; and

WHEREAS, the CTRMA is in the process of procuring or has successfully procured various maintenance and operational services for the 183-A Project; however, providers of several of such services have not been successfully procured; and

WHEREAS, TxDOT has entered into contracts for the provision of various maintenance and operational services for TxDOT's Central Texas Toll Project, and CTRMA staff and TxDOT staff have considered entering into an Interlocal Agreement pursuant to Chapter 771 of the Texas Government Code and Section 370.189 of the Texas Transportation Code whereby the CTRMA would procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts; and

WHEREAS, the CTRMA staff recommends that the CTRMA negotiate and enter into an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the negotiation and execution of an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT, the terms, scope

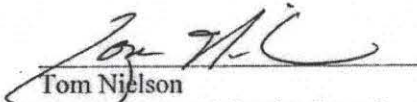
and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to negotiate and finalize an Interlocal Agreement with TxDOT consistent with all applicable statutes, CTRMA procurement policies and this Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.

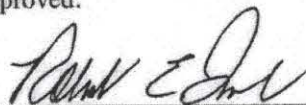
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:

Approved:



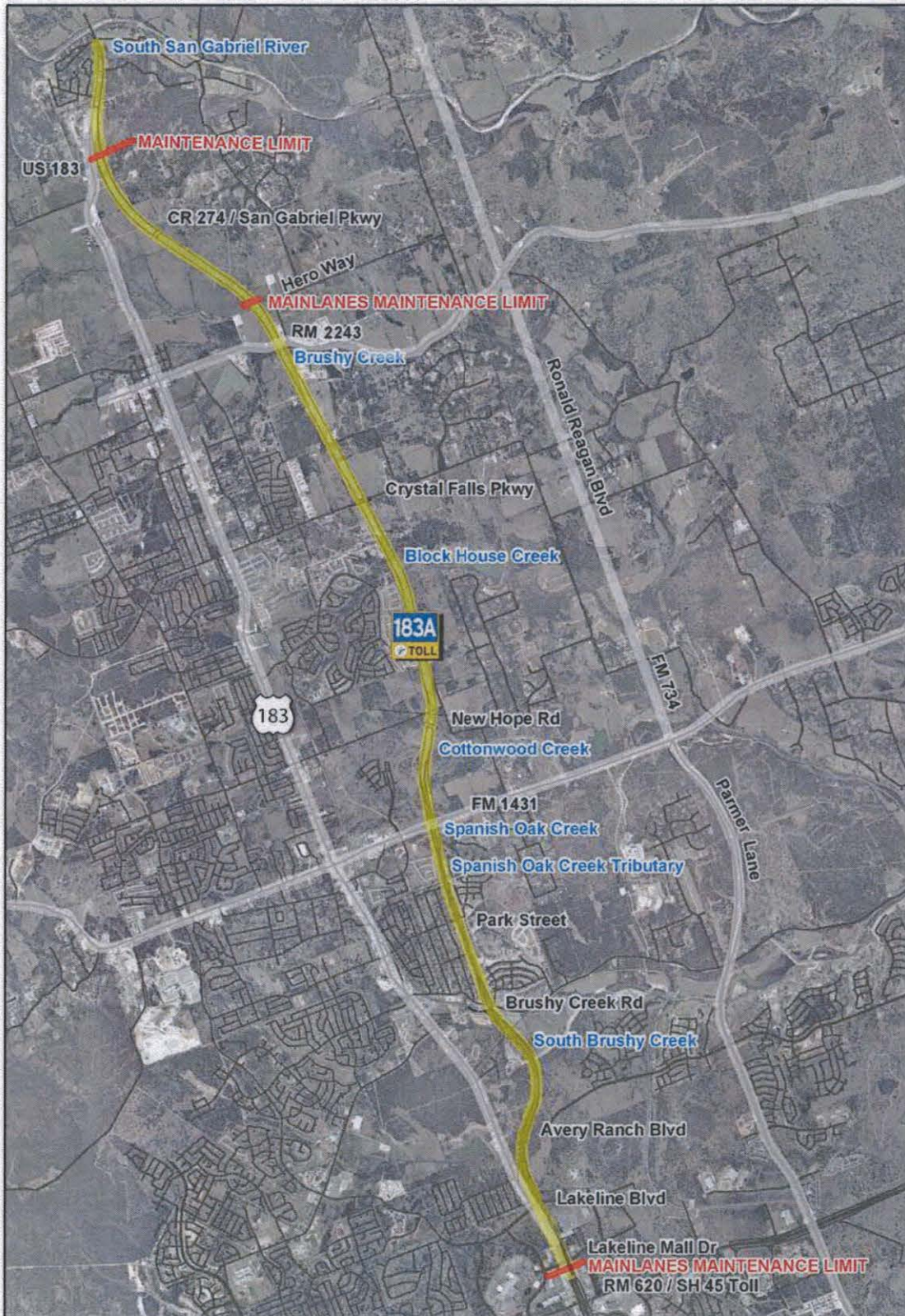
Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-30
Date Passed 6/27/07

ATTACHMENT E-1

Project Location Map – 183A



ATTACHMENT E-2

Project Location Map – Manor Expressway (290 E)

