

**January 26, 2011 CTRMA BOARD OF DIRECTORS MEETING
Summary Sheet**

AGENDA ITEM # 11

Discussion and possible action on an agreement with the Texas Department of Transportation to provide maintenance at the 183A Toll Plaza and a courtesy patrol on the 183A Turnpike.

Department: Engineering

Associated Costs: up to \$208,362.33 through December 31, 2011

Funding Source: General Fund

Board Action Required: YES

Description of Matter:

TxDOT has provided CTRMA with courtesy patrols on 183A and janitorial and other maintenance for the toll plaza facilities through an interlocal agreement in place since the 183A Turnpike was opened. That ILA expired December 31, 2010, but was extended through January 31, 2011.

This resolution authorizes the Executive Director to negotiate and execute an extension of this ILA on terms agreed to with TxDOT and as beneficial and cost effective to CTRMA, up to maximum amount of \$208,362.33 through December 31, 2011.

Attached documentation for reference:

None

Contact for further information:

Wesley M. Burford, P.E., Director of Engineering

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

RESOLUTION NO. 11-___

**Authorizing an Interlocal Agreement with the Texas Department of Transportation
for Operational and Maintenance Services for the 183A Turnpike**

WHEREAS, pursuant to Interlocal Agreement No. 86-7XXF7001 between the Central Texas Regional Mobility Authority and the Texas Department of Transportation (“TxDOT”), TxDOT has provided certain operational and maintenance services for the 183A Turnpike, including a courtesy patrol and facility maintenance; and

WHEREAS, the above-referenced agreement, as amended and extended, expires on January 31, 2011, unless extended.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the negotiation of an Interlocal Agreement with TxDOT to continue providing operational and maintenance services for the 183A Turnpike through TxDOT on such terms, scope and conditions as the Executive Director determines will benefit the Central Texas Regional Mobility Authority and as mutually agreed to by CTRMA and TxDOT, in an amount not to exceed a maximum payment of \$208,362.33 through December 31, 2011; 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 26th day of January, 2011.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-___
Date Passed: 1/26/11

**Contract Services Transmittal Form
Interlocal Agreement**

TTA – 86

Sandi Frausto

512-463-6146

District / Division / Office & Number

D/D/O Contact

Contact Phone #

Central Texas Regional Mobility Authority

\$208,362.33

Other Agency or University

Maximum Amount Payable

Purpose of Contract

Toll Plaza Maintenance and Courtesy Patrol Operations

| | |
|--|-----------|
| Are any federal funds used in this contract? | No |
| If yes, what kind of Federal Funds? | |
| Is the other party to this contract a county? | No |
| Was the standard Interlocal or amendment format modified? | No |
| If modified, insert the date of Contract Services approval | Date: |
| Modifications made are as follows: | |
| | |
| Notes: | |
| | |

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:

| | |
|--|---------------------------------|
| Texas Department of Transportation | <u>TxDOT</u> |
| <u>Central Texas Regional Mobility Authority</u> | <u>Local Government (CTRMA)</u> |

II. PURPOSE: Toll Plaza Maintenance and Courtesy Patrol 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 \$208,362.33 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. 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 either party. This contract begins when fully executed by both parties and terminates on **December 31, 2011** 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 August 30, 2006, has authorized the Local Government to provide the 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 or Ordinance; and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
 Mike Heiligenstein
 Executive Director

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 shall be required to support the Local Government on a 24-hour a day, 7 days a week operation for facility maintenance and courtesy patrol for the 183A facility as depicted on the map in Attachment E. The primary services to be provided by TxDOT, directly or through the use of subcontractors, under the terms of TxDOT's procurements, will include the following:

1. Plaza Administration. TxDOT will:

- 1.1. Develop, deploy, maintain and operate traffic management services including but not limited to courtesy patrol;
- 1.2. Coordinate interactions with external entities, including, but not limited to, law enforcement agencies, towing services, and local traffic and emergency management centers;
- 1.3. At a minimum, report on staffing, work activities, incidents, complaints, traffic, revenue, and systems; and
- 1.4. Maintain and deploy disaster recovery plan.

2. Facility Administration. TxDOT will:

- 2.1 Maintain facility furnishings and specialized equipment not provided by the Local Government and provide recommendations for new equipment and possible procurement;
- 2.2 Clean and maintain toll plazas and parking lots;
- 2.3 Establish and manage janitorial and pest control services;
- 2.4 Develop and coordinate interaction with mechanical and electrical equipment maintenance services; and
- 2.5 Supply and maintain vehicles and insurance. All project assigned vehicles shall be white and unmarked.

Emergency Issues

Except on an emergency basis, the Local Government must inform TxDOT of any issues that they are having with the operation of the Local Government's toll facilities and TxDOT's subcontractor. Emergency issues 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 the Local Government will be by mutual agreement between TxDOT and the Local Government.

ATTACHMENT B**Budget**

| Task | Totals |
|------------------------------------|---------------------|
| 1). Facility Administration | \$138,957.57 |
| 2). Plaza Administration | \$69,404.76 |
| Totals | \$208,362.33 |

| Pricing Detail / Unit of Measure | | | |
|--|--|---------------------|-------------------|
| Description | Fixed Price/Variable/Cost Plus (invoice method) | Unit(s) | Unit Price |
| Labor ⁽¹⁾ | | | |
| Allocated Management and Administration | Fixed | Monthly | \$1,826.45 |
| Direct Cost ⁽¹⁾ | | | |
| Mileage / vehicle cost, supplies, uniforms, telephone, janitorial, facilities maintenance. | Fixed | Monthly | \$7,950.86 |
| Variable Labor: | | | |
| Lead Technician ⁽¹⁾ | Variable (Hours worked) | Man hours | \$86.01 |
| Technician ⁽¹⁾ | Variable (Hours worked) | Man hours | \$63.17 |
| Courtesy Patrol ⁽²⁾ | Variable (Hours worked) | Man hours | \$51.29 |
| Variable Direct Cost: | | | |
| Plumbing, electrical, mechanical repair ⁽¹⁾ | Cost + Fixed Fee | Service units (\$1) | \$21,234.14 |
| Pressure Wash Canopy ⁽¹⁾ | Lump Sum | \$15,485.87 | \$15,485.87 |

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.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

| | |
|---|--|
| <p>State of Texas: Texas Department of Transportation Attn: Director of Contract Services Attn: TTA Contracts Specialist (Invoices) 125 E. 11th Street Austin, TX 78701</p> | <p>Local Government: Central Texas Regional Mobility Authority Attn: CTRMA Operations 301 Congress Avenue, Suite 650 Austin, TX 78701</p> |
|---|--|

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

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

RESOLUTION NO. 06-47

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 operation of the Project will be interoperable with various TxDOT projects and that the CTRMA shall utilize the TxDOT Customer Service Center and Violations Processing Center ("CSC/VPC") for purposes of processing the Project's tolls, customer inquiries and assistance, and violations as well as other related services ("CSC/VPC Services"); and

WHEREAS, the CTRMA staff recommends that the CTRMA enter into the attached Interlocal Agreement attached hereto as Attachment "A" for purposes of obtaining the CSC/VPC Services described therein,

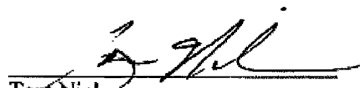
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the Interlocal Agreement with TxDOT attached hereto as Attachment "A" for the purposes set forth therein; and

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

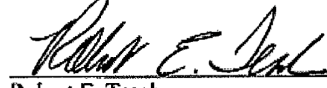
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of August, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 06-47
Date Passed 08/30/06

ATTACHMENT E
Location Map Showing Project

