

MASTER INTERLOCAL COOPERATIVE TESTING AGREEMENT

BETWEEN

TEXAS DEPARTMENT OF TRANSPORTATION

AND

VARIOUS LOCAL GOVERNMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, made and entered into by and between the Texas Department of Transportation, hereinafter called the "State," the North Texas Tollway Authority, hereinafter called the "NTTA," Harris County acting through the Harris County Toll Road Authority hereinafter called the "HCTRA", and the City of Austin, hereinafter called the "COA" being organized and existing under the laws of the State of Texas and being jointly referred to herein as the "Local Governments". Said agreement may be amended to include other local governments.

WITNESSETH:

WHEREAS, the State and the Local Governments are authorized by the Interlocal Cooperation Act, Government Code Chapter 791, to enter into agreements in order to increase the efficiency and effectiveness of Texas government to the greatest extent possible, and;

WHEREAS, these governmental entities have resources of equipment, facilities, staff and funding used for the purpose of maintaining the state's highways and public roads under Texas Transportation Code Section 201.803, Chapter 201 et. Seq., and TEX.LOC.GOV'T CODE ANN. §111.093(c) and these resources can be cooperatively used to improve the efficiency and effectiveness of the State of Texas's transportation system and;

WHEREAS, these parties have specifically determined that it would be in their best interest to cooperate in a Project for material testing and inspection;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State, NTTA, HCTRA and COA agree as follows:

Article 1. Agreement Time Period

This agreement becomes effective when fully signed by all parties and will terminate upon written notice or as specified in the attached Work Authorizations.

Article 2. Work Authorizations

The parties to this agreement will authorize only the use of those resources and pay for only those work items described in Work Authorizations pursuant to this agreement. The Work Authorizations specify statement of services, calculation of reimbursable costs, maximum amounts payable, and payment for services.

Article 3. Termination

This agreement may be terminated for any of the following conditions:

- ◆ by mutual written agreement and consent of all the parties;
- ◆ by any party upon the failure of another party to fulfill the obligations set forth herein
- ◆ by the withdrawal of two Local Governments, thereby leaving the sole remaining Local Government to satisfactorily complete work as specified in their Work Authorization and agreement will subsequently be terminated
- ◆ by the State or one of the individual Local Governments determines that the performance of its services is not in the best interest of the public.

The election of one or more of the named Local Governments to discontinue services shall not result in the termination of this Agreement

Article 4. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, nor employee of any other party and that each party it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 5. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the parties, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 6. Successors and Assigns

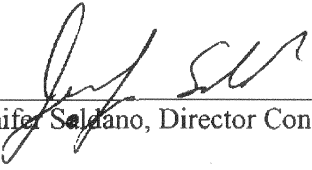
The parties each binds itself, its successors, executors, assigns, and administrators to the other parties to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

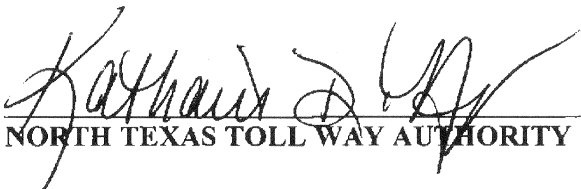
Article 7. Amendments

By mutual written consent of the parties, Work Authorizations may be amended prior to its expiration.

Article 8. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

By  Date 1/4/11
Jennifer Soldano, Director Contract Services Office

By  Date December 21, 2000
NORTH TEXAS TOLL WAY AUTHORITY

Katharine D. Nees Deputy Executive Director
Printed Name and Title

Article 9. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

By  Date 1/4/11
Jennifer Soldano, Director Contract Services Office

By _____ Date _____
CITY OF AUSTIN

Printed Name and Title

Article 9. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

By  Date 1/4/11
Jennifer Soldano, Director Contract Services Office

By _____ Date _____
HARRIS COUNTY TOLL ROAD AUTHORITY

Printed Name and Title