

**Interlocal Agreement  
Contract Services Transmittal Form**

From: Construction Division - 46  (District/Division/Office)	Contact Person: Bunny M. Neible  Phone No: 416-2588
Subject: Material Inspection and Testing	
Other Entity  Fort Bend Grand Parkway Toll Road Authority	Contract Maximum Amount Payable  \$250,000.00
Are any federal funds used in this contract? No.	
Is the other party to this contract a county? No  Does this contract involve the construction, improvement, or repair of a building or road? Yes  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? No  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:**

Texas Department of Transportation TxDOT  
Fort Bend Grand Parkway Toll Road Authority Local Government

**II. PURPOSE:** Perform 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 \$250,000.00 and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued weekly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on December 31, 2014, or when otherwise terminated as provided in this Agreement.

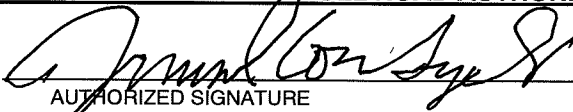
**VI. LEGAL AUTHORITY:**

**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 9/21/11, 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 for Showing Project.

**FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

By  Date 9/21/11  
AUTHORIZED SIGNATURE  
James D. Cordrey, Chairman, Board of Directors  
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 of Contract Services

## ATTACHMENT A

### Scope of Services

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The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

#### INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

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

## WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to [CST\\_Structuralcorrespondence@txdot.gov](mailto:CST_Structuralcorrespondence@txdot.gov) and include "Work Request" in the subject line.

## TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

**ATTACHMENT B****Texas Department of Transportation Inspection & Testing Rates**

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed. Rates will be revised periodically. The Local Government will be provided written notification of rate changes 60 days prior to the rates becoming effective. Listed in the TxDOT Inspection & Testing Rates below are rates in effect at the time the Interlocal Agreement becomes effective.

Invoices will be sent to the Local Government on a weekly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation  
P. O. Box 149001  
Austin, Texas 78714-9001

<b>Branch: Structural</b>			
<b>Material</b>	<b>Units</b>	<b>Current Rate</b>	<b>QA Process</b>
Anchor Bolts-Bearings, OSSB, Poles, Etc.	Each	\$ 2.49650	STR
Anchor Bolts-Railing	Each	\$ 1.24825	STR
Bridge Mounted Sign Post	Linear Ft.	\$ 0.54923	STR
Bridge Protective Angle	Each	\$ 19.00000	STR
Bridge Protective Assembly	Each	\$ 19.00000	STR
Bridge Protective Bracket	Each	\$ 13.00000	STR
Bridge Rail Post	Each	\$ 1.64769	STR
Bridge Rail Tube	Linear Ft.	\$ 1.99720	STR
Concrete Box Culverts	Linear Ft.	\$ 0.56000	STR
Disc/Pot Bearing	Each	\$ 99.86000	STR
Double Wall Panel	Sq. Ft.	\$ 0.38000	STR
Double Wall Parapet	Sq. Ft.	\$ 0.19000	STR
Elastomeric Bearings (Laminated)*	Each	\$ 2.49650	STR
Elastomeric Bearings (Plain)*	Each	\$ 0.99860	STR
Elastomeric Bearings (Sliding Assembly)*	Each	\$ 31.90527	STR
Elastomeric Laminated Bearing Assembly	Each	\$ 10.00000	STR
Galvanized Pipe Sign Post	Linear Ft.	\$ 0.31000	STR
High Mast Illumination Assembly Ring	Each	\$ 71.39990	STR
High Mast Illumination Poles	Each	\$ 178.64954	STR
Large Roadside Sign Supports	Pound	\$ 0.54923	STR
Mast Arms (Traffic Signal Pole)	Each	\$ 14.03033	STR
MBGF Steel Line Post	Each	\$ 0.63910	STR
Misc. Structural Steel	Pound	\$ 0.54923	STR
Overhead Sign Supports	Linear Ft.	\$ 0.03595	STR
Post-Aluminum	Each	\$ 1.56000	STR
Post-Steel	Each	\$ 1.13000	STR
Precast Concrete Arch Span Unit	Linear Ft.	\$ 10.18572	STR
Precast Concrete Box Culverts	Linear Ft.	\$ 0.87378	STR
Precast Columns for Sound Walls	Linear Ft.	\$ 0.34452	STR
Precast Concrete Coping	Linear Ft.	\$ 0.34452	STR
Precast Headwalls	Each	\$ 51.02846	STR
Precast Wall Panels	Sq. Ft.	\$ 0.06491	STR

<b>Branch: Structural</b>			
<b>Material</b>	<b>Units</b>	<b>Current Rate</b>	<b>QA Process</b>
Precast Wall Panels (Non-Standard)	Sq. Ft.	\$ 0.99860	STR
Prestressed Concrete Box Beams	Linear Ft.	\$ 1.14839	STR
Prestressed Concrete Deck Panels	Sq. Ft.	\$ 0.04993	STR
Prestressed Concrete Piling	Linear Ft.	\$ 0.34452	STR
Prestressed Concrete Sheet Piling	Sq. Ft.	\$ 0.12483	STR
Prestressed Concrete Tee, Slab, & I-Beams	Linear Ft.	\$ 0.74895	STR
Prestressed Concrete Trap. Beams	Linear Ft.	\$ 4.50000	STR
Prestressed Concrete U-Beams	Linear Ft.	\$ 1.24825	STR
Railing (Panels for Bridge, Pedestrian, etc.)	Linear Ft.	\$ 0.39944	STR
Reinforced Concrete Pipe	Linear Ft.	\$ 0.20000	STR
Roadway Illumination Poles	Each	\$ 24.21605	STR
Segmental Prestressed Units	Linear Ft.	\$ 88.00000	STR
SEJ's / Armor Joints	Linear Ft.	\$ 0.16477	STR
Sign Support Bridges	Linear Ft.	\$ 2.50000	STR
Sign Walkway	Linear Ft.	\$ 0.69000	STR
Signs	Sq. Ft.	\$ 0.16477	STR
Structural Steel Bridge Girders	Pound	\$ 0.01897	STR
T-6 Rail Steel Line Post	Each	\$ 1.13000	STR
T-6 Rail Tube	Linear Ft.	\$ 0.38000	STR
Terminal Anchor Posts	Each	\$ 1.49790	STR
Transformer Bases for Roadway Illuminated Poles	Each	\$ 6.38105	STR
Treated Block Outs (Guard Rail)	Each	\$ 0.21000	MPL
	1000		
Treated Lumber	Board Ft.	\$ 21.50000	MPL
Treated Piling	Linear Ft.	\$ 0.11500	MPL
Treated Posts (Guard Rail)	Each	\$ 0.75000	MPL
<b>QA Process</b>			
MPL - Material maintained on approved list (Material Producer List) no additional testing necessary unless directed by Engineer.			
STR - Structural Group Inspected and Test Reported			

\*Requires additional testing of Project Sample by Central Laboratory (additional charge)

### **Other Materials**

**Inspection and Testing as agreed upon in writing by TxDOT and the Local Government.**

<b>Branch: Asphalt &amp; Chemical Laboratory</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Asphalt	Gallon	\$0.0040
Asphalt	Ton	\$1.0000
Asphalt (AC, Emulsion, Cutback)	Test	\$165.0000
Asphalt (PG)	Test	\$300.0000
Backerboard	Test	\$66.0000
Bituminous Adhesive for Pavement Markers	Pound	\$0.0180
Bituminous Adhesive for Pavement Markers	LB	\$0.0180
Bituminous Adhesive for Pavement Markers (Basic Tests)	Test	\$230.0000

<b>Branch: Asphalt &amp; Chemical Laboratory (continued)</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Bituminous Adhesive for Pavement Markers (Extraction of Base/filler)	Test	\$230.0000
Class 1 & 2, Two Component Synthetic Polymer Joint Sealer	Pound	\$0.0190
Class 3, Hot Poured Rubber Joint Sealant	Pound	\$0.0190
Class 3, Hot Poured Rubber Joint Sealant	Test	\$625.0000
Class 4, 5, & 7 Low Modulus Silicone/Polyurethane Sealant	Pound	\$0.0190
Class 8, Low Modulus, Self Leveling, Concrete Only	pound	\$0.0190
Class 8, Low Modulus, Self Leveling, Concrete Only	Test	\$625.0000
Class 9 & 10, Polymer Modified Asphalt Emulsion Joint Sealer	Pound	\$0.0190
Crack Sealers, All Types	Test	\$230.0000
Flexible Bituminous Adhesive for Pavement Markers	Test	\$230.0000
Joint Sealer, Class 1,2,3	Test	\$230.0000
Joint Sealer, Class 4, 5, 7, 8	Test	\$365.0000
Joint Sealer, Class 9 & 10	Test	\$200.0000
Preformed Fiber Material	Sq. Foot	\$0.3200
Preformed Fiber Material	Test	\$50.0000
Rubber Asphalt Crack Sealant Compound	Test	\$200.0000
<b>Chemical Laboratory</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
1, 1, 1, Trichlorethane	Test	\$200.0000
Acid Insolubles in Aggregate	Test	\$100.0000
Aluminum Sign Blanks	Test	\$250.0000
Asphalt Extraction Solvent	Test	\$250.0000
Binder for Producing Grout or Concrete (Type VIII)	Test	\$500.0000
Bridge Deck Sealant and Adhesive (Type IV)	Test	\$500.0000
Concrete Adhesive (Type V)	Test	\$500.0000
Concrete Patching Material	Test	\$500.0000
De-icing Salt	Test	\$450.0000
Dowel & Tie Bar Adhesive/Epoxy (Type III)	Test	\$500.0000
Elastomeric Bearings (Laminated)	Test	\$800.0000
Elastomeric Bearings (Plain)	Test	\$800.0000
Elastomeric Bearings (Sliding)	Test	\$800.0000
Elastomeric Concrete Type I	Test	\$500.0000
Emulsifying Agent & Detergent	Test	\$200.0000
Epoxy - Segmental	Test	\$500.0000
Epoxy Type V	Test	\$500.0000
Epoxy Type VII	Test	\$500.0000
Fabric Joint Underseal	Test	\$250.0000
Fabric Underseal	Test	\$250.0000
Filter Fabric	Test	\$250.0000

<b>Branch: Asphalt &amp; Chemical Laboratory (continued)</b>		
<b>Chemical Laboratory</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Lime	Test	\$125.0000
Lime - Type B	Test	\$200.0000
Polyethylene Plastic Bags	Test	\$100.0000
Preformed Joint Seal and Adhesive	Test	\$225.0000
Quick Lime	Test	\$175.0000
Salt	Test	\$300.0000
Sign Plating	Sq. Ft.	\$0.0750
Silt Fence	Test	\$250.0000
Spelter Test	Test	\$100.0000
Traffic Cones	Test	\$300.0000
Traffic Marker Adhesive (Type II)	Test	\$500.0000
Vehicle Loop Sealant	Test	\$500.0000
Water Analysis	Test	\$250.0000
Waterproofing Membrane	Test	\$250.0000
<b>Branch: Coatings &amp; Traffic Materials</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Clear Acrylic Sealer	Test	\$50.0000
Coatings for Concrete Class B	Test	\$250.0000
Coatings for Concrete, Clear	Test	\$100.0000
Concrete Surface Finish (Clear)	Test	\$75.0000
Concrete Surface Treatment	Test	\$100.0000
Concrete Surface Treatment, Penetrating	Test	\$100.0000
Delineator and Object Markers	Test	\$100.0000
Epoxy Powder Coating for Reinforced Steel	Test	\$100.0000
Flexible Delineator Posts	Test	\$100.0000
Glass Traffic Beads	Test	\$150.0000
Isopropyl Alcohol	Test	\$100.0000
Jiggle Bar Tiles	Test	\$250.0000
Liquid Membrane Forming Compound for Curing Concrete	Test	\$250.0000
Overhead Sign Background Coatings	Test	\$100.0000
Paint - Project	Test	\$250.0000
Paint Thinner	Test	\$100.0000
Pavement Markers	Test	\$250.0000
Pavement Marking Tape	Roll	\$0.7500
Reflective Sheeting	Test	\$100.0000
Reflective Traffic Cone Sleeves	Test	\$100.0000
Retroreflective Prefabricated Pavement Marking Material	Test	\$100.0000
Safety Vests	Test	\$100.0000
Sign Reflector Units	Test	\$100.0000
Structural Paints	Test	\$250.0000

<b>Branch: Coatings &amp; Traffic Materials (continued)</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Temporary Flexible-Reflective Roadway Marker Tabs	Test	\$100.0000
Thermoplastic Pavement Marking Material	Test	\$250.0000
Traffic Buttons	Test	\$250.0000
Traffic Paint	Test	\$100.0000
Zinc Dust	Test	\$250.0000
<b>Branch: Flexible Pavements</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Bulk Specific Gravity of Molded Specimen (set of 3)	Test	\$40.0000
Coverstone	Ton	\$0.6300
Moisture Content	Test	\$25.0000
Molding (Set of 2) Superpave	Test	\$100.0000
Molding (Set of 3) Texas	Test	\$60.0000
Pre-Coated Coverstone	Ton	\$0.6300
Pre-Mix	Ton	\$0.6300
Rapid Curing Patching Mix	Pound	\$0.0600
Rapid Curing Patching Mix	Test	\$650.0000
Sieve Analysis	Test	\$50.0000
Synthetic Aggregates	Cubic yard	\$0.1900
Theoretical Maximum Specific Gravity	Test	\$60.0000
<b>Branch: Geotechnical Soils &amp; Aggregates</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Bar Linear Shrinkage	Test	\$30.0000
Coarse Aggregate Analysis	Test	\$56.0000
Concrete Aggregates	Cubic yard	\$0.0500
Consolidation/Swell	Test	\$375.0000
Decantation	Test	\$25.0000
Deleterious Materials	Test	\$25.0000
Differential Wear	Test	\$29.0000
Differential Wear (W.O.Polish Value)	Test	\$175.0000
Direct Shear	Test	\$188.0000
Fine Aggregate Analysis	Test	\$50.0000
Flakiness Index	Test	\$38.0000
Fly Ash, Part II	Test	\$200.0000
Freeze - Thaw	Test	\$94.0000
Hydrometer Analysis	Test	\$240.0000
Lime Fly Ash, Part I	Test	\$1,200.0000
Los Angeles Abrasion	Test	\$44.0000
Natural Aggregates	Cubic yard	\$0.0190
Organic Impurities	Test	\$20.0000
Particle Count Test	Test	\$13.0000

<b>Branch: Geotechnical Soils &amp; Aggregates (continued)</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Percent Limestone	Test	\$75.0000
Polish Value	Test	\$188.0000
Pressure Slaking	Test	\$63.0000
Resistivity of Soils	Test	\$69.0000
Sand Equivalent Value	Test	\$28.0000
Screen Analysis	Test	\$31.0000
Soil Constants	Test	\$125.0000
Soil Permeability	Test	\$94.0000
Soil pH	Test	\$63.0000
Soundness	Test	\$75.0000
Specific Gravity	Test	\$33.0000
Triaxial, Consolidated - Undrained	Test	\$375.0000
Triaxial, TEX-117-E	Test	\$600.0000
Triaxial, Unconsolidated - Undrained	Test	\$44.0000
Unit Weight	Test	\$25.0000
Wet Ball Mill	Test	\$23.0000
<b>Branch: Rigid Pavements &amp; Concrete Materials</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
Absorption Test	Test	\$23.0000
Acid Soluble Chloride in Concrete	Test	\$25.0000
Cement, Type I, I-A, II and III	Barrel	\$0.0600
Charpy Impact	Test	\$113.0000
Compression Test	Test	\$34.0000
Concrete Admixture	Test	\$125.0000
Concrete Blocks	Test	\$20.0000
Concrete Chloride Analysis	Test	\$81.0000
Concrete M.O.E.	Test	\$38.0000
Fly Ash	Test	\$250.0000
Hardness (Brn & Hr)	Test	\$25.0000
High Strength Bolts, Nuts and Washers	Test	\$69.0000
High Strength Fasteners	Test	\$125.0000
Linear Traverse	Test	\$280.0000
Low-Relaxation Strand	Test	\$64.0000
Multi-Piece Tie Bar	Test	\$15.0000
Petrographic Analysis	Test	\$313.0000
Quick Set Concrete	Test	\$125.0000
Sand Briquettes	Test	\$50.0000
Steel Strand M.O.E.	Test	\$25.0000
Strand Tension Test	Test	\$13.0000
Tension Test	Test	\$44.0000

<b>Other Services</b>		
<b>Material</b>	<b>Unit</b>	<b>Current Rate</b>
All Materials Sampling	HR	\$27.5000
Bridge Inspection	HR	\$33.3300
Bridge Inspection - Overtime	HR	\$49.9950
Material Re-Inspection	SVCU	\$1.0000

**ATTACHMENT C**

**General Terms and Conditions**

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**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><b>TxDOT</b> Texas Department of Transportation</p>	<p><b>Local Government</b> Fort Bend Grand Parkway Toll Road Authority</p>
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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**

**(RESOLUTION OR ORDINANCE IS ATTACHED AND MADE A PART OF THIS AGREEMENT.)**

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

I, the undersigned officer of the Board of Directors of Fort Bend Grand Parkway Toll Road Authority, do hereby certify as follows:

1. The Board of Directors of Fort Bend Grand Parkway Toll Road Authority, convened in regular session on the 21st day of September, 2011, and the roll was called of the members of the Board:

Jim Condrey	Chairman
Bobbie A. Tallas	Vice Chairman
Charles Rencher	Secretary
Cliff Terrell	Treasurer
Melody Hess	Assistant Secretary

and all of said persons were present except Director Rencher, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE  
INTERLOCAL AGREEMENT

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 21st day of September, 2011.

(SEAL)



Melody Hess  
Asst. Secretary, Board of Directors

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE  
INTERLOCAL AGREEMENT

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (the "Authority") is a local government corporation operating pursuant to Texas Transportation Code, Chapter 284; and

WHEREAS, the Authority is authorized and desires to enter into an Interlocal Agreement and with the Texas Department of Transportation ("TxDOT") for material inspection and testing (the "Agreement") related to toll projects for Segment D of the Grand Parkway ("Segment D"); and

WHEREAS, the Board of Directors of the Authority (the "Board") is of the opinion that administrative efficiency will be served by authorizing the Chairman to execute the Agreement as approved by the Board; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY THAT:

Section 1: The Board of Directors of the Authority hereby authorizes the Chairman to execute the Agreement related to toll projects for Segment D.

Section 2: This Resolution is effective immediately upon passage.

PASSED AND APPROVED on September 21, 2011.

\_\_\_\_\_/s/ James D. Condrey\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Melody Hess  
Asst. Secretary, Board of Directors

(SEAL)

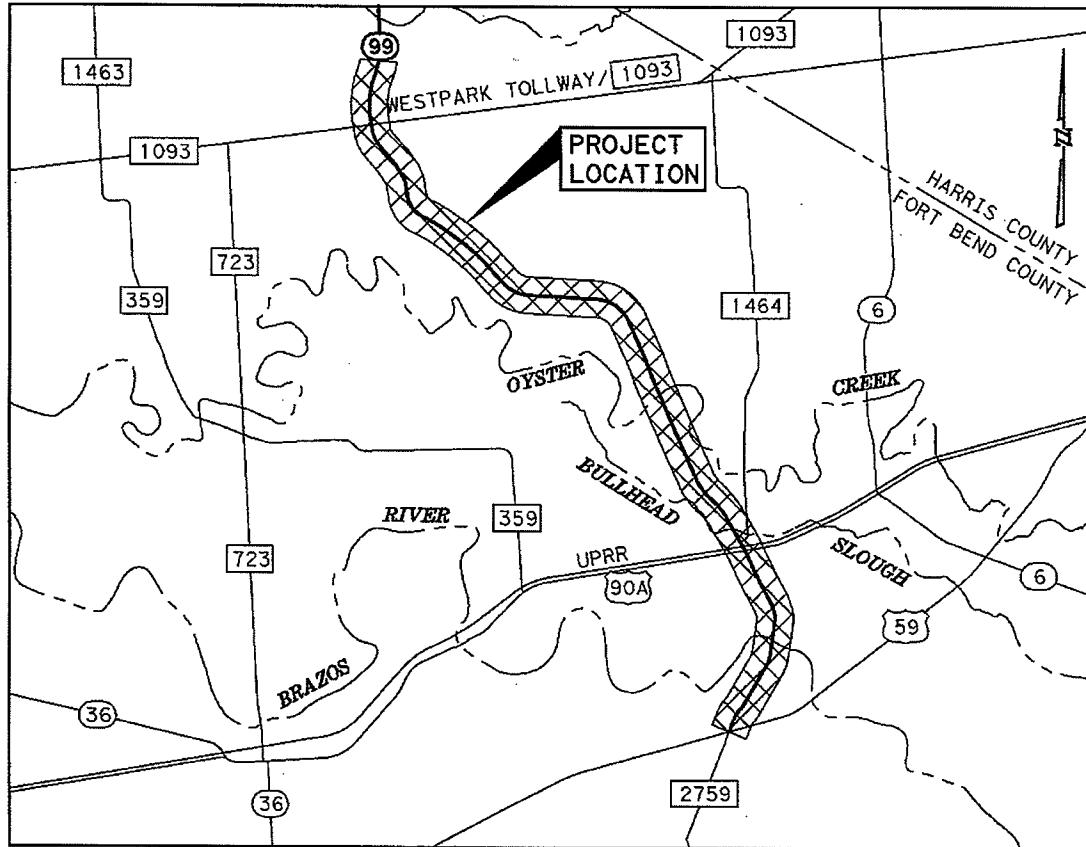


**ATTACHMENT E**

**LOCATION MAP FOR SHOWING PROJECT**

**(LOCATION MAP(S) ATTACHED AND MADE A PART OF THIS AGREEMENT.)**

9/14/2011 10:16:07 AM Grand Parkway Seg D ... \02\*Exhibits\TxDOT Attach E.dgn



LOCATION MAP  
N. T. S.

*Fort Bend Grand Parkway  
Toll Road Authority*

**BROWN  
& GAY**  
ENGINEERS, INC.

Brown & Gay Engineers, Inc.  
Houston • Austin • Dallas • Fort Worth • Frisco  
TBPE Registration No. F-1048

GRAND PARKWAY - SEGMENT D

ATTACHMENT E

PROJECT LOCATION MAP