INTERLOCAL AGREEMENT <u>City of Austin Study of the Implementation of Shared Lane (Sharrows) and Colored Bicycle Lane</u> <u>Markings, Advanced Stop Lines (Bike Boxes), Colored Bicycle Lanes, and</u> <u>Bicyclists "May Use Full Lane" Signs</u>

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This Interlocal Agreement is made and entered into by and between the City of Austin, a home rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee (CITY) and the UT-Austin Center for Transportation Research, The University of Texas at Austin, a state component institution of The University of Texas System, acting by and through its Office of Sponsored Projects (UT-AUSTIN), sometimes collectively referred to as the "Parties". In consideration of the mutual covenants and promises stated in this Agreement, the parties agree as follows:

Section 1. Statement of Services to be Performed. UT-AUSTIN will develop four requests for experimentation, conduct four separate experiments, and report on their findings for the implementation of Shared Lane Markings (Sharrows), Colored Bicycle Lane Markings, Advanced Stop Lines (Bike Boxes), and Bicyclists "May Use Full Lane" Signs in accordance with the "Scope and Nature of Work" described in Section I of attached Exhibit A.

Section 2. Basis of Calculating Reimbursable Costs. The estimated budget and cost for the review, including a breakdown of costs, is set forth in Section II "Estimated Monetary Amount" of attached Exhibit A.

Section 3. Agreement Amount. The total compensation due from the CITY to UT-AUSTIN for the services and work-product under this Agreement will not exceed \$97,641.

Section 4. Payment of Services. For all services rendered, payment by the CITY is due within thirty (30) days after receipt of billing. Payments received by UT-AUSTIN shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Services performed shall be compensated on a Standard Hourly Rate with a Not to Exceed Maximum (Standard Hourly Rate) fee basis, the Hourly Rate for each employee shall include all labor, overhead, and profit necessary to perform the requested services.

The Not to Exceed Maximum amount, shall be the maximum compensation payable for each service performed, and shall be equal to the estimated cumulative hours needed to perform all services by each employee multiplied by the Standard Hourly Rate, plus the estimated allowance for Other Direct Costs.

A. Payments under this Agreement will be made payable to the University of Texas at Austin, with reference made to the Research on the Implementation of Shared Lane Markings and Colored Bicycle Lanes Interlocal Agreement and will be submitted to the following address:

The University of Texas at Austin Office of Accounting P.O. Box 7159 Austin, Texas 78713-7159

Section 5. Schedule and Term of Agreement. The project will begin on full execution of this Agreement or 1 January 2009, whichever is later and shall terminate on 1 May 2010.

This AGREEMENT may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The right to terminate provided in this section shall be in addition to, and is cumulative of, all other rights and remedies available to the parties at law or in equity.

This AGREEMENT may be terminated by the CITY upon at least thirty (30) days written notice to CTR in the event that the STUDY is abandoned or indefinitely postponed.

This AGREEMENT may be terminated at the CITY'S convenience upon thirty (30) days written notice; in which event, CTR shall be compensated for all services performed to termination date, together with Other Direct Costs then due, and the CITY shall retain the right to continue the STUDY.

In the event of termination not the fault of CTR, CTR shall be compensated for all services performed to termination date, together with Other Direct Costs then due.

Section 6. Certifications. The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of UT-AUSTIN. Payment for the services performed by UT-AUSTIN will be made from current revenues available to the CITY.

APPROVED AS TO FORM:

CITY OF AUSTIN:

Assistant City Attorney

By:		
Name:_		
Title:		
Δ.	therized Penresentative	

Authorized Representative

Date: _____

UT-AUSTIN:

By: _____

Susan W. Sedwick, Director Office of Sponsored Projects

Date:_____