

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  
North Texas Tollway 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 \$1,500,000.00 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 or September 1, 2012, whichever is later, and terminates on August 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 July 18, 2012 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.

**NORTH TEXAS TOLLWAY AUTHORITY**

By  Date 8/14/12  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
Gerald Garrigan, Executive Director  
\_\_\_\_\_  
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 August 23, 2012  
\_\_\_\_\_  
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 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**

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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.

Current Inspection and Testing Rates are published at  
[http://txdot.gov/business/contractors\\_consultants/materials.htm](http://txdot.gov/business/contractors_consultants/materials.htm)

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

**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 Attention: Director, Contract Services 125 East 11<sup>th</sup> Street Austin, TX 78701-2483</p>	<p><b>Local Government</b> North Texas Tollway Authority P.O. Box 260729 Plano, TX 75026</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.)



NORTH TEXAS TOLLWAY AUTHORITY

RESOLUTION NO. 12-112

A RESOLUTION OF  
THE NORTH TEXAS TOLLWAY AUTHORITY  
AUTHORIZING AN INTERLOCAL AGREEMENT WITH  
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR  
MATERIAL INSPECTION AND TESTING SERVICES

July 18, 2012

WHEREAS, the North Texas Tollway Authority (the "NTTA") is a regional tollway authority under Chapter 366 of the Texas Transportation Code; and

WHEREAS, the NTTA requires the services of the Texas Department of Transportation ("TxDOT") for material inspection and testing of prefabricated items on multiple NTTA construction projects (the "Projects") to meet quality assurance program requirements; and

WHEREAS, Staff and TxDOT have negotiated an Interlocal Agreement for material inspection and testing services for the Projects at a price that Staff has found to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the NTTA Board authorizes the Executive Director to finalize and execute Interlocal Agreement number 03450-NTT-00-IL-PM with the Texas Department of Transportation for materials inspection and testing services on multiple NTTA construction projects, in an amount not to exceed \$1,500,000.00 with said cost being paid from the applicable Construction Fund for each corridor or the Capital Improvement Fund or Reserve Maintenance Fund.

ATTEST:

  
Kenneth Barr, Chairman

  
Ruby Franklin, Secretary

**ATTACHMENT E**

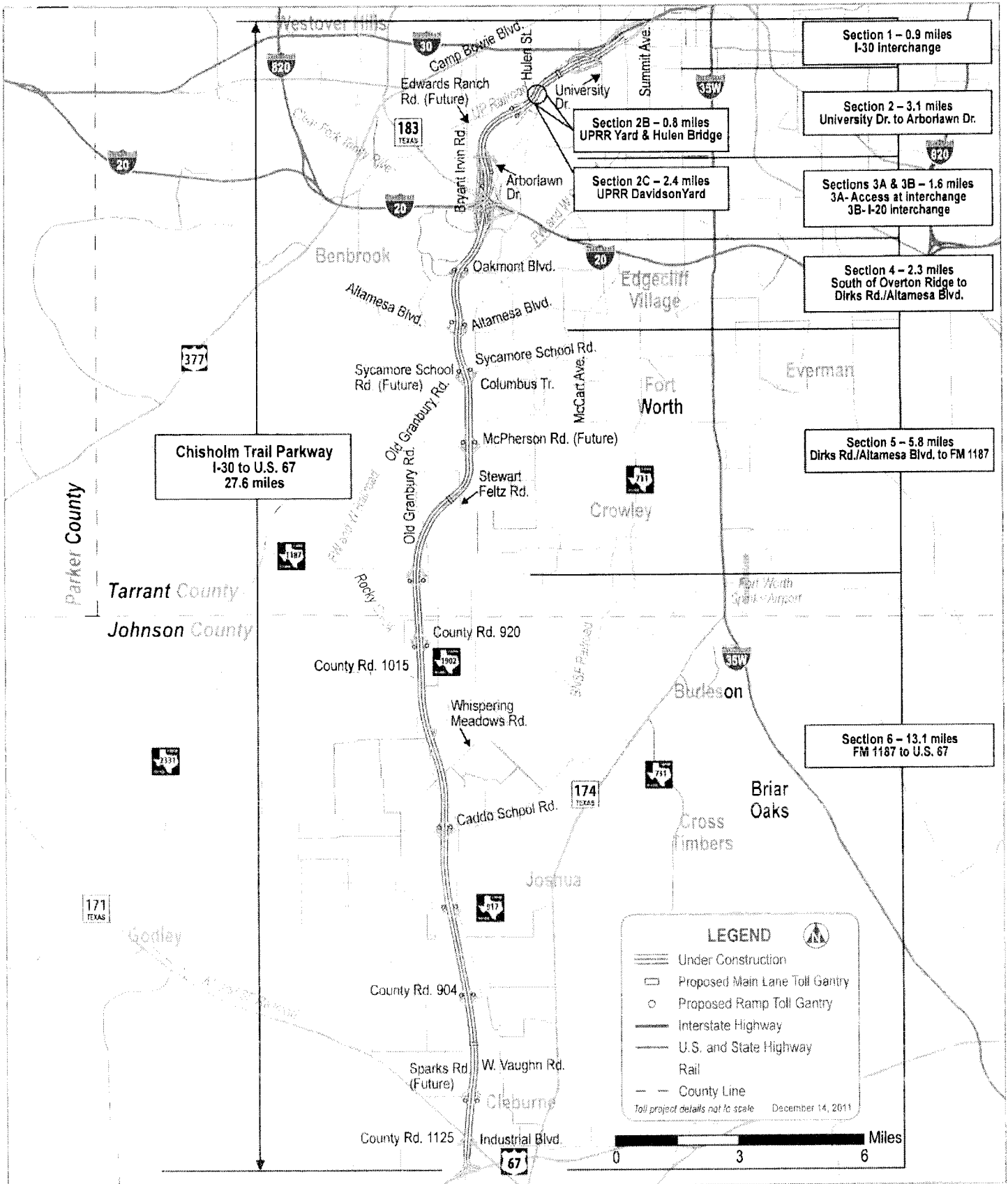
**LOCATION MAP FOR SHOWING PROJECT**

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









# Chisholm Trail Parkway Project Location Map