

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:**

The Texas Department of Transportation

TxDOT

North Texas Tollway Authority

Local Government

**II. PURPOSE:** Material Inspection and Testing Services

**III. STATEMENT OF SERVICES TO BE PERFORMED:** The State 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 \$ 750,000.00. Payments shall be billed as inspections are performed. Payments will be based on TxDOT's total costs, including direct and indirect costs.

**V. TERM OF CONTRACT:** This contract begins on September 1, 2004 or when fully executed by both parties, whichever is later, and terminates on August 31, 2006 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 SEPT. 15, 2004, 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**, General Terms and Conditions, **Attachment C**, Resolution or Ordinance, and **Attachment D**, Project Location Map(s), Plans and Drawings.

**TxDOT**

Texas Department of Transportation

**LOCAL GOVERNMENT**

North Texas Tollway Authority

BY: Janice Mullenix

AUTHORIZED SIGNATURE

Janice Mullenix  
Director, Contract Services Section  
Office of General Counsel

TYPED OR PRINTED NAME AND TITLE

1-5-05  
DATE:

BY: Jerry Hiebert

AUTHORIZED SIGNATURE

Jerry Hiebert  
Executive Director

TYPED OR PRINTED NAME AND TITLE

12-17-04  
DATE:

## ATTACHMENT A

### Scope of Services

The State agrees to perform material inspection and testing services as requested by the Local Government. Material inspection and testing includes, but is not limited to, structural steel bridge fabrication, ultrasonic testing of structural steel bridge members, pre-cast concrete (stressed/non-stressed) products, and miscellaneous products.

Inspections will be performed in substantial compliance with the specifications and instructions supplied by the Local Government and at locations in Texas where the State routinely provides resident inspection services for its own highway materials. Out-of-state inspections for the Local Government will be performed only when the State has employees scheduled to conduct inspections for State projects at the requested locations.

As inspections and testing services are performed by the State, written reports will be provided to the Local Government. Reports will include the date, time and nature of services performed and will be maintained by the State for a period of four (4) years following the expiration of the agreement.

The State and the Local Government shall mutually agree on inspection dates. The State reserves the right to reschedule inspections when it has been determined that inspection dates for the Local Government interferes with inspections for State projects.

Prior to TxDOT performing any inspections or testing, the Local Government will issue work requests. Each work request will include the following information.

- Project information (i.e., contract number, project control numbers, etc.),
- Work Description,
- Type and quantity of highway material(s) to be tested and/or inspected,
- Assigned fabrication for each highway material,
- Desired date of inspection, and
- Signature and telephone number of authorized Local Government representative.

Changes to work requests will require a supplemental work request.

**ATTACHMENT B****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. Work Requests**

The Local Government shall issue written work requests prior to the State performing any material inspections or testing.

**Article 5. 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 6. 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 7. 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 8. 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 9. 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 10. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**ATTACHMENT C**

**Resolution or Ordinance**

**RESOLUTION NO. 04-78**

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

September 15, 2004

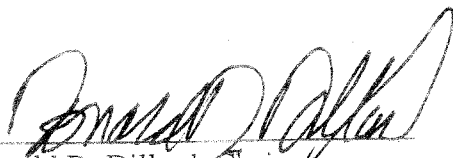
WHEREAS, the North Texas Tollway Authority (the "NTTA") is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code, known as the Regional Tollway Authority Act (the "Act"); and

WHEREAS, pursuant to Section 366.033(a)(5) of the Act and Chapter 791 of the Texas Government Code, the NTTA may enter into such agreements with a state agency as may be necessary for carrying out the NTTA's goals and obligations as a governmental entity; and

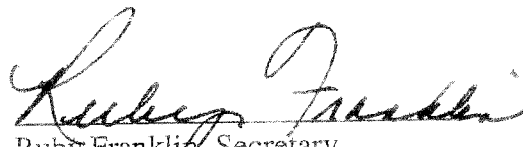
WHEREAS, the NTTA and the Texas Department of Transportation ("TxDOT") desire to enter into an interlocal agreement under which TxDOT will perform certain material and laboratory tests and inspection services over the period from September 1, 2004, through August 31, 2006, as requested by the NTTA and at a cost not to exceed \$750,000;

NOW THEREFORE BE IT RESOLVED that the NTTA Board of Directors hereby authorizes the Executive Director of the NTTA to execute an interlocal agreement between the NTTA and TxDOT as described herein for testing and inspection services.

ATTEST:



Donald D. Dillard, Chairman



Ruby Franklin, Secretary

## ATTACHMENT D

### Project Location Map(s), Plans and Drawings

A complete set of project plans and drawings shall be submitted to the Construction Division, Materials and Pavements Section, Structural Branch.

#### Project Location Map(s)