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October 27, 2014

Mark A. Bouma, P.E., Technical Oversight Leader
North Texas Tollway Authority
5900 West Plano Parkway
Plano, TX 75093

SUBJECT: Interlocal Agreement

Dear Mr. Bouma:

Enclosed is one fully executed copy of Interlocal Agreement No. 46-5ILF7013 between the Texas Department of Transportation and the North Texas Tollway Authority. This agreement provides for materials inspection and testing services for the period October 7, 2014, through August 31, 2016.

If you have any questions regarding the testing and inspection of material, please contact Joseph Roche, P.E. at (512) 506-5932.

Sincerely,

Bunny M. Neible
Division Administrative Manager
Construction Division

Enclosures

cc: Joseph Roche, P.E., Construction Division, Materials and Pavements Section

ATTACHMENT A

Scope of Services

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).
- Selected roadway monitored materials from approved/monitored sources (i.e. Quality Monitored Materials and Material Producer List qualified materials).
- Technical materials acceptance services and 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 may perform technical materials acceptance services for the Local Government to be agreed upon by both parties. These services are defined as additional inspection, testing, or technical materials acceptance services beyond what is performed during the routine in-plant inspection process. The Local Government will compensate TxDOT for all direct costs or expenses associated with the performance of these services under this Agreement, based upon actual costs of salaries and travel expenses incurred.

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 may 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

Fabrication Inspection

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.

Technical Materials Acceptance

A minimum of two (2) weeks prior to TxDOT providing technical materials acceptance services, the Local Government will submit Work Requests to TxDOT. Submit one Work Request and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- 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

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://ftp.dot.state.tx.us/pub/txdot-info/cst/inspection_testing.pdf

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

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>TxDOT Texas Department of Transportation Attention: Director, Contract Services 125 East 11th Street Austin, TX 78701-2483</p>	<p>Local Government 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. 12-64

**A RESOLUTION
AMENDING THE NTTA'S POLICY REGARDING
THE PROCUREMENT OF GOODS AND SERVICES AND DISPOSITION OF
PROPERTY TO ADD RULES GOVERNING DESIGN-BUILD PROCUREMENTS**

April 18, 2012

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

WHEREAS, 366.033(j) requires the NTTA to adopt written policies governing its procurement of goods and services that are consistent with general laws applicable to the authority; and

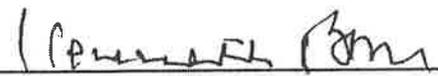
WHEREAS, NTTA staff has drafted an amended *Policy Regarding Procurement of Goods and Services and Disposition of Personal Property by the North Texas Tollway Authority* ("Policy"), which is attached to this resolution; and

WHEREAS, it is in the NTTA's best interest to adopt the Policy;

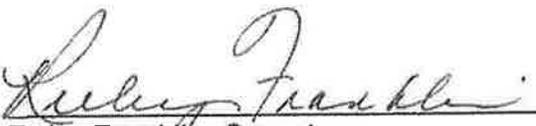
NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the Policy in substantially the form of the attached document; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Executive Director to implement the Policy by, among other things, issuing and enforcing adherence to internal procedures that are consistent with the Policy.

ATTEST:



Kenneth Barr, Chairman



Ruby Franklin, Secretary

**POLICY REGARDING PROCUREMENT OF
GOODS AND SERVICES AND DISPOSITION OF
PERSONAL PROPERTY BY THE
NORTH TEXAS TOLLWAY AUTHORITY**

**POLICY REGARDING PROCUREMENT OF
GOODS AND SERVICES AND DISPOSITION
OF PROPERTY
BY THE
NORTH TEXAS TOLLWAY AUTHORITY**

STATEMENT OF GENERAL POLICY

It is the policy of the North Texas Tollway Authority (“NTTA”) that procurements shall be conducted on the basis of economic and business merit. NTTA procurements shall operate openly and will be fair to all participants in the procurement process.

The NTTA intends to maintain a cost-effective procurement system in accordance with best management practices. The system will be supported by the cooperation of every NTTA director and employee. The establishment and maintenance of a good procurement system is possible only through an effective and cooperative effort.

In order to accomplish timely and responsible procurement of goods and services in accordance with state law, all departments must cooperate fully. Good planning is essential to expedite the procurement process and to assure that the process is orderly and lawful.

**SECTION 1 PURPOSE, ORGANIZATION AND APPLICABILITY OF THIS POLICY;
OBJECTIVES; GENERAL DUTIES OF PROCUREMENT SERVICES**

1.1 Pursuant to Section 366.033(j) of the Texas Transportation Code, the NTTA shall adopt a written policy governing its procurement of goods and services that are consistent with general laws applicable to the NTTA. This Policy is adopted for that purpose.

1.2 The Board of Directors authorizes the Executive Director to adopt a separate set of internal procedures to assist in the implementation of this Policy. These procedures must be consistent with this Policy. In the event of an inconsistency, this Policy shall control.

1.3 The Policy applies to the procurement activities of the NTTA with the express intent to promote open and fair conduct in all aspects of the procurement process.

This Policy does not apply to (a) the acquisition or disposition of any interest in real property or (b) the procurement or other provisions of any agreement with a public or private entity pursuant to Section 366.302 of the Texas Transportation Code.

- By a potential subdivision of this state, a state agency of this state or an entity of the federal government.
- Other services such as travel, entertainment, postage, dues, memberships and subscriptions, advertising and media-related buys.

SECTION 7 SEPARATE, SEQUENTIAL OR COMPONENT PURCHASES

7.1 All separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this Policy are prohibited. An NTTA director or employee or who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid competitive procurement requirements is subject to discipline.

SECTION 8 REQUIRED BOARD APPROVAL

8.1 Except as otherwise provided in this Policy, each procurement governed by this Policy, whether made through a contract award, a contract change order, supplemental agreement or amendment, that costs or is anticipated to cost three hundred thousand dollars (\$300,000) or more in the aggregate, shall require the approval of or ratification by the Board of Directors, evidenced by a resolution adopted by the Board, even if the original contract did not require Board approval.

SECTION 9 CONTRACTS AND MODIFICATION APPROVAL LEVELS

9.1 Approval authority to enter into contracts or modify existing contracts is assigned to various job levels and ranges of dollar value associated with the level of responsibility. NTTA departmental directors and equivalent level staff may not enter into contracts or modify existing contracts where the contract value, in the aggregate, is above twenty five thousand dollars (\$25,000). Assistant Executive Director level staff may not enter into contracts or modify existing contracts where the contract value, in the aggregate, is above one hundred thousand dollars (\$100,000). The Executive Director may not enter into contracts or modify existing contracts where the contract value, in the aggregate, is three hundred thousand dollars (\$300,000) or more, unless prior approval is given by the Board, in writing, authorizing the Executive Director to execute a specific contract in a greater amount.

SECTION 10 CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS AND AMENDMENTS

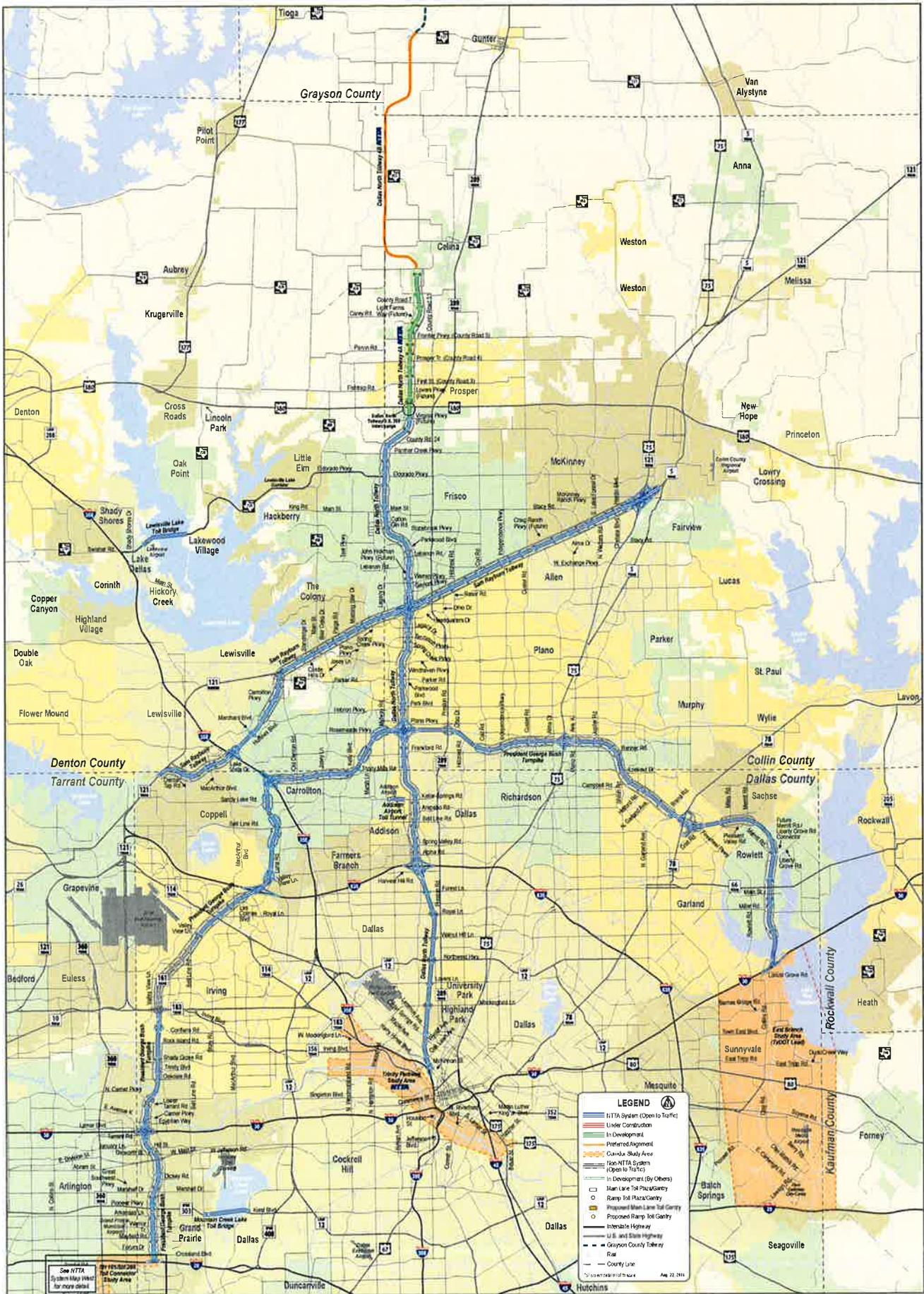
10.1 If either the (a) change order, supplemental agreement, or amendment (collectively “contract change”) meets or exceeds three hundred thousand dollars (\$300,000) or (b) the original contract amount, authorized contract changes to date and the proposed contract change would result in a revised contract amount three hundred thousand dollars (\$300,000) or more, either (1) the Board must approve or ratify the contract change by resolution, or (2) the services which are the subject of the proposed contract change shall be separately procured in accordance with this Policy. For purposes of this Section 10, the amount of the contract originally approved by the Board, as adjusted by any contract changes approved by the Board pursuant to this subsection 10.1, shall be defined as the “Contract Amount.”

10.2 Contract changes not subject to Board approval as set forth in subsection 10.1 shall be subject to the requisition approval levels set forth in section 9 of this Policy.

ATTACHMENT E

LOCATION MAP FOR SHOWING PROJECT

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



NTTA System Map - East