

DNT 109

FORMERLY PGSC 400  
6-1-85

Contract Number 10190-91

THE STATE OF TEXAS  
COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Turnpike Authority  
State Department of Highways  
The Performing Agency: and Public Transportation VIC #36016016010055

II. STATEMENT OF SERVICES TO BE PERFORMED: (See Instructions on Page 4)

The Performing Agency will perform inspection and testing services, as requested by the Receiving Agency, at points in Texas where the Performing Agency routinely provides resident inspection services for its own highway materials. Services will be performed in substantial compliance with the specifications and instructions supplied by the Receiving Agency.

III. BASES FOR CALCULATING REIMBURSABLE COSTS: (See Instructions on Page 4)

Basis for calculating reimbursable costs will be actual tests and inspections performed, based upon rates specified in the attached "Revised Schedule of Test Charges on Materials Inspected and Tested Effective June 1, 1990," or rates in future revisions of the schedule.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Twenty-Five Thousand Dollars and No Cents  
(Words and figures)  
(\$25,000.00)

V. PAYMENT FOR SERVICES: (See Instructions on Page 4)

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed: Monthly  
(Weekly monthly, lump sum, etc.)

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1990, and shall terminate August 31, 1991 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Article 6674v, Vernon's Revised Civil Statutes, Amended (Statute, Constitution, Special Provision of Appropriation Bill)

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Article 6663, V.T.C.S. (Statute, Constitution, Special Provision of Appropriation Bill)

SUBJECT TO THE APPROVAL of the State Purchasing and General Services Commission, the undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this Contract shall not become effective until approved by the State Purchasing and General Services Commission, and that such approval must be obtained prior to the beginning date of the Contract

RECEIVING AGENCY

Texas Turnpike Authority  
Name of Agency  
By: [Signature]  
Authorized Signature  
Acting Executive Director  
Title  
Date: July 23, 1990

PERFORMING AGENCY

State Department of Highways and Public Transportation  
Name of Agency  
By: [Signature]  
Authorized Signature  
Deputy Director  
Title  
Date: 8/7/90

EXAMINED and APPROVED this the \_\_\_\_\_ day of 1-13-90, AD., 19 \_\_\_\_\_

STATE PURCHASING AND GENERAL SERVICES COMMISSION

By: [Signature]  
Director, Centralized Services Division