

**ORIGINAL**

**INTERAGENCY COOPERATION CONTRACT**

CONTRACT NUMBER DNT 242A

**THE STATE OF TEXAS \*\***  
**THE COUNTY OF TRAVIS \*\***

**THIS CONTRACT** 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 Section 29 of Acts 1991, 72nd Legislature, Chapter 641, "The Interagency Cooperation Act".

**I. CONTRACTING PARTIES:**

The Receiving Agency: North Texas Tollway Authority ("NTTA")

The Performing Agency: Texas Department of Transportation ("TxDOT") VID36016016010000

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

The Performing Agency agrees to furnish various quantities of roadway maintenance items which may be requested by the Receiving Agency during the contract period. The Performing Agency will provide only such materials which are normally stocked in the regional warehouses of the Performing Agency. The quantities furnished of any requested materials will be subject to their availability at the time of request. The Receiving Agency will be responsible for arranging pick up/delivery of all goods and materials.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

The Receiving Agency will reimburse the Performing Agency for the actual cost at the time of issuance for all goods and materials received, plus any freight costs. The individual cost(s) of specific item(s) may vary during the contract period.

Services of Employees	\$0
Furnishing Roadway Maintenance Items	\$50,000.00
Total	\$50,000.00

**IV. CONTRACT AMOUNT:**

The total amount of this contract shall not exceed: Fifty Thousand Dollars (\$50,000.00)  
(words and figures)

**V. PAYMENT FOR SERVICES:**

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 shall be billed: within 10 days after furnishing materials.  
(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shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

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**VI. TERM OF CONTRACT:**

This contract is to begin upon date of final execution and shall terminate August 31, 1999 (Term of contract cannot transcend the biennium )

**THE UNDERSIGNED AGREEING** 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.
3. The services, supplies, or materials agreed upon 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 request for the above services by authority granted in Chapter 361.042 of the Texas Transportation Code (Statute, Constitution, Special Provision of Appropriation Bill)

**PERFORMING AGENCY** further certifies that it has the authority to perform the services agreed upon above by authority granted in Chapter 201 et. seq. of the Texas Transportation Code (Statute, Constitution, Special Provision of Appropriation Bill)

The undersigned parties bind themselves to the faithful performance of this contract.

**RECEIVING AGENCY**

**PERFORMING AGENCY**

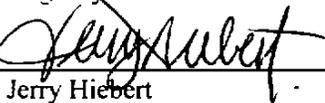
North Texas Tollway Authority

Texas Department of Transportation

Name of Agency

Name of Agency

BY:



Jerry Hiebert

BY:



Authorized Signature  
LAWRENCE J ZATOPEK

Executive Director

Title

DIRECTOR OF GENERAL SERVICES DIVISION

Date: September 28, 1998

Date: 10-22-98