



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

April 4, 2013

Mr. John B. Goodwin, P.E.
US 82 Program Manager
H.W. Lochner, Inc.
1828 East SE Loop 323
Tyler, TX 75701

RE: Bowie Co. Interlocal Agreement 46-3ILF5007/US 82 Project

Dear Mr. Goodwin:

Enclosed is one fully executed copy of Interlocal Agreement No. 46-3ILF5007 between the Texas Department of Transportation and Bowie County, Texas. This Agreement provides for material inspection and testing services for the US 82 Project.

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

Sincerely,

Thomas Nielson
Construction Division
Business Management Section

Enclosure

cc: Joseph Roche, P.E., Construction Division, Materials and Pavement Section
(c/o Miranda Unruh)

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

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
Bowie County, Texas 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 \$50,000.00 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 and terminates on July 1, 2015, 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 March 25, 2013, 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.

BOWIE COUNTY, TEXAS

By  Date 3/28/2013
AUTHORIZED SIGNATURE

Kelly Blackburn - Bowie County Commissioner, Pct. 3
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 04/03/13

Kenneth Stewart
Deputy Director of Contract Services
Texas Department of Transportation

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).
- 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 Bowie County, Texas Attention: William Tye, County Auditor 710 James Bowie Drive New Boston, TX 75570</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.)

**County of Bowie
State of Texas**

**Resolution for TxDOT Interlocal Agreement
for US 82 Project Material Inspection and Testing services**

Whereas, Bowie County and TxDOT entered into a Pass-Through Agreement for Payment of Pass-Through Tolls by the Department (PTF Agreement) on May 27, 2011 for improving US 82 ; and

Whereas, the PTF Agreement established Bowie County as being responsible of overseeing all construction operations for the US 82 Project including all material inspections and testing; and

Whereas, TxDOT can more efficiently perform inspections of items being supplied for the US 82 Project at various production locations away from the project site where TxDOT routinely performs inspections; and

Whereas, TxDOT can more efficiently perform some of the highly specialized material testing needed for the US 82 Project using its specialized equipment and trained technicians; and

Whereas, the US 82 Project is scheduled to begin construction as early as May 2013; and

Whereas, Government Code, Chapter 791 allows Bowie County and TxDOT to enter into an Interlocal Agreement;

Resolved, that Bowie County Commissioners Court hereby approves entering into an Interlocal Agreement with TxDOT for performing material inspection and testing services; and be it further

Resolved, that the Bowie County Commissioners Court hereby authorizes Kelly Blackburn, Commissioner Precinct 3, to negotiate and sign this agreement on behalf of Bowie County; and be it further

Resolved, that this resolution shall become effective immediately upon its adoption.

Adopted the 25 Day of March, 2013

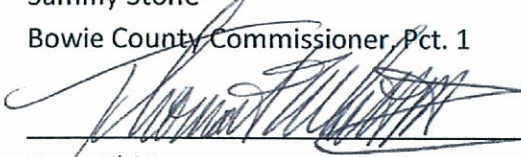
Signed and entered on the above date by the following members of the Commissioners Court:



Sterling E. Lacy
Bowie County Judge



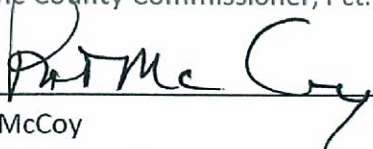
Sammy Stone
Bowie County Commissioner, Pct. 1



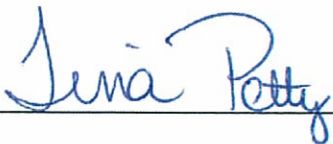
Tom Whitten
Bowie County Commissioner, Pct. 2



Kelly Blackburn
Bowie County Commissioner, Pct. 3



Pat McCoy
Bowie County Commissioner, Pct. 4

ATTEST: 

Bowie County Clerk
Ex-Officio Clerk of the Commissioners Court



ATTACHMENT E

LOCATION MAP FOR SHOWING PROJECT

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

PROJECT NO.	PTF 2013 (400)
STATE	TEXAS
DIST.	ATL
COUNTY	BOWIE
COM.	DC
DATE	057
WARRANT NO.	US 82

**STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION**

PLANS OF PROPOSED

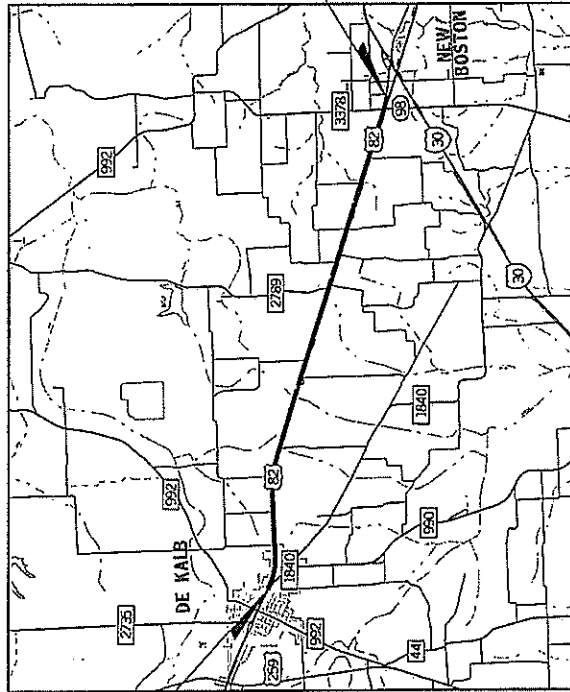
**STATE HIGHWAY IMPROVEMENT
FEDERAL AID PROJECT NO. PTF 2013 (400)**

NET LENGTH OF PROJECT: 45,600.00 FT = 8.636 MILES
 ROADWAY: 45,573.67 FT = 8.631 MILES
 BRIDGE: 26.33 FT = 0.005 MILES
 TOTAL: 45,600.00 FT = 8.636 MILES

**BOWIE COUNTY
US 82**

FROM FM 1840 TO SH 98

FOR THE CONSTRUCTION OF REHABILITATING US HIGHWAY 82
 TO PROVIDE PASSING LANES
 CONSISTING OF WIDENING GRADING AND STRUCTURES, WIDENING SUB-BASE,
 CRCP OVERLAY, SIGNING, STRIPING AND SIGNALS



BEGIN PROJECT
 STA. 622+00.00
 CSJ: 0046-04-057
 *RM 768-1.543

END PROJECT
 STA. 1078+00.00
 CSJ: 0046-04-057
 *RM 774+1.131

DESIGN SPEED	
US 82 = 40 MPH (FM 1840 to DeKalb)	9400 VPD
70 mph (DeKalb to SH 98)	12,900 VPD
50 mph (SH 98 to End Proj)	14,400 VPD
FM 3378/SH 98 & FM 2789 = 40 MPH	11000 VPD
FM 1840 = 30 MPH	12000 VPD
	2600 VPD
	2000 VPD

FINAL PLANS

LETTING DATE:
 DATE CONTRACTOR BEGAN WORK:
 DATE WORK WAS COMPLETED AND ACCEPTED:
 FINAL CONTRACTOR COST: \$

LOCHNER
 1620 ESE Loop 323 | Suite 202
 P.O. Box 1018
 Bowie, TX 75768

RECOMMENDED FOR
 LETTING: 12/17/2012
 PROJECT MANAGER
 LOCHNER

Texas Department of Transportation
 © 2012

APPROVED FOR
 LETTING: 12-12-2012
 Robert H. ...
 AT-LARGE DISTRICT ENGINEER

BOWIE COUNTY COMMISSIONERS COURT

APPROVED FOR
 LETTING: 12/10/2012
 STEERING LIAISON
 COUNTY JUDGE, BOWIE COUNTY

RECOMMENDED FOR
 LETTING: 2/18/13
 R. ...
 DISTRICT ENGINEER

APPROVED FOR
 LETTING:

NO EXCEPTIONS
 NO EMENDATIONS
 NO RAILROAD CROSSINGS



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SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION,
 JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS,
 SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR ALL
 FEDERAL-AID CONSTRUCTION CONTRACTS FROM FWA 1273, MAY 2012.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS