



Texas Department of Transportation

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

July 17, 2012

Mr. Gary Gehbauer, P.E.
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

SUBJECT: Interlocal Agreement

Dear Mr. Gehbauer:

Enclosed is one fully executed copy of Interlocal Agreement No. 46-2ILF7009 between the Texas Department of Transportation and the Fort Bend County Toll Road Authority. This agreement provides for materials inspection services for the period July 13, 2012, through August 31, 2014.

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

RECEIVED

JUL 20 2012

Enclosure

BROWN & GAY ENGINEERS, INC

cc: Joseph Roche, Construction Division, Materials and Pavements Section

RECEIVED

JUL 24 2012

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

An Equal Opportunity Employer

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).
- 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 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 will 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

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.

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://txdot.gov/business/contractors_consultants/materials.htm

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 Fort Bend County Toll Road Authority c/o Brown & Gay Engineers, Inc. Attention: Gary Gehbauer 10777 Westheimer, Suite 400 Houston, TX 77042</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.)

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE
INTERLOCAL AGREEMENT

WHEREAS, the Fort Bend County Toll Road Authority (the "Authority") is a local government corporation;

WHEREAS, the Authority is authorized to enter into the Interlocal Agreement for material and inspection services for Fort Bend Parkway, Project B (the "Agreement") with the Texas Department of Transportation ("TxDOT") related to toll projects for Fort Bend Parkway; and

WHEREAS, the Board of Directors of the Authority (the "Board") is of the opinion that administrative efficiency will be served by authorizing the Chairman and Secretary to execute the Agreement with TxDOT as approved by the Board; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND COUNTY TOLL ROAD AUTHORITY THAT:

Section 1: The Board of Directors of the Authority hereby authorizes the Chairman and Secretary to execute the Agreement related to toll projects for Fort Bend Parkway.

Section 2: This Resolution is effective immediately upon passage.

PASSED AND APPROVED on June 20, 2012.



Chairman, Board of Directors

ATTEST: 

Secretary, Board of Directors

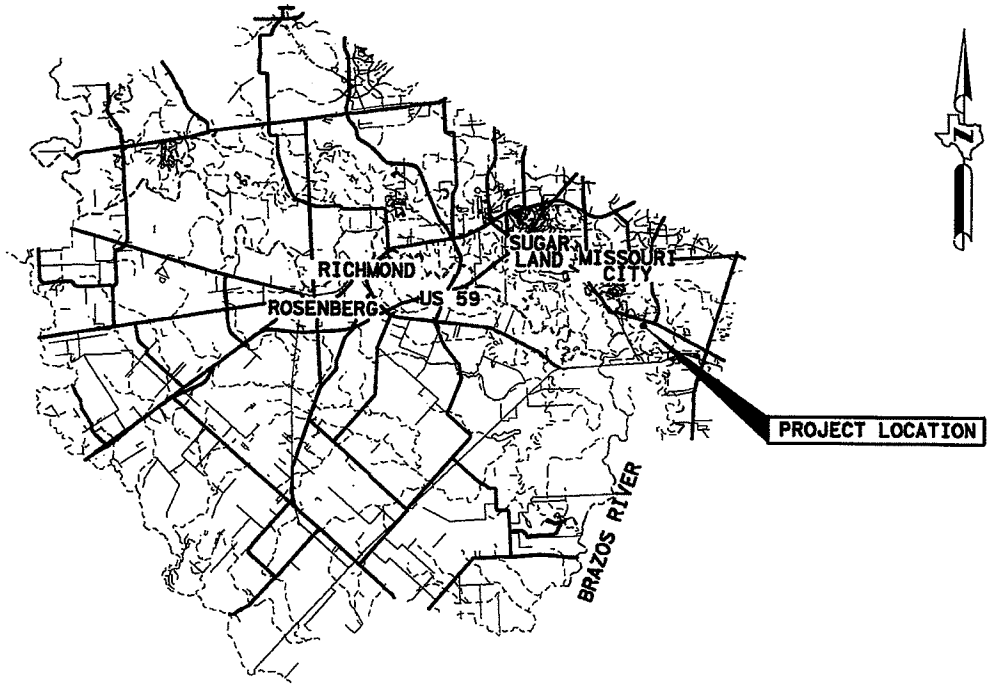
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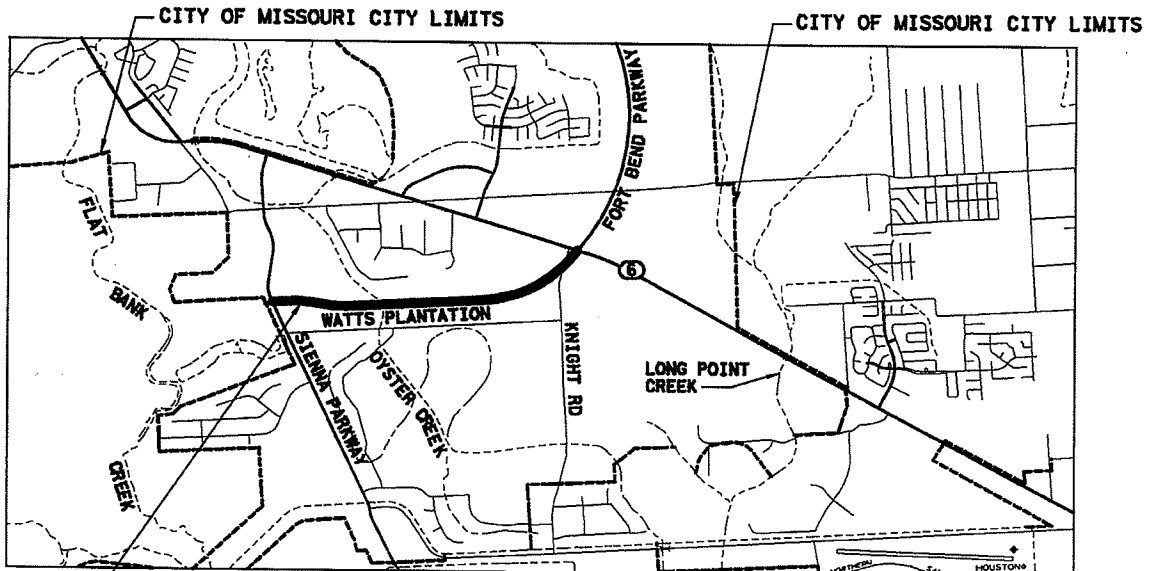
ATTACHMENT E

LOCATION MAP FOR SHOWING PROJECT


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



FORT BEND COUNTY
NTS



PROJECT LIMITS **PROJECT DETAIL**
NTS

	FORT BEND COUNTY TOLL ROAD AUTHORITY
	BROWN & GAY ENGINEERS, INC. <p>Brown & Gay Engineers, Inc. Houston • Austin • Dallas • Fort Worth • Frisco TBPE Registration No. F-1046</p>
FORT BEND PARKWAY TOLL ROAD, SEGMENT B-1	
ATTACHMENT E	
PROJECT LOCATION MAP	
DATE: 13-Jun-12	SHEET 1 OF 1