




MEMO

June 15, 2015

To: Hubert Stewart
Construction Division

From: Melissa Durham 
Contract Services Office

Subject: Executed Interlocal Agreement
Local Government: Fort Bend County
Contract #: 46-5ILF7016
Log #: Click here to enter text.

Attached is:

- The Local Government's fully executed original.
- A copy of the Local Government's fully executed original.
- Other: No additional amendments should be processed for time extensions on the contract. If required, a new contract should be processed.

Please keep a copy of the fully executed counterpart in your district or region file of record. If you have any questions, you may contact me at: 512-416-4617.

Thank you

Attachments

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 monthly 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:

Local Government:	Fort Bend County Attn: County Engineer 301 Jackson St. Richmond, TX 77469
TxDOT:	Texas Department of Transportation Attention: Director, Contract Services 125 East 11 th Street Austin, TX 78701-2483

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

AND

ORDER

FORT BEND COUNTY WESTPARK EXTENSION

WHEREAS, Fort Bend County Commissioners Court does formally support the Fort Bend County Westpark Extension Projects Segment C (from west of Katy-FM 1463/FM 359) and Segment D (From West of Katy-Gaston Road to West of SH 99) approved by the Texas Department of Transportation (TxDOT) through the actions of the Texas Transportation Commission as detailed in Minute Order 112793 dated August 25, 2011; the Commissioner Court of Fort Bend County accepts the terms set forth under the referenced Order; and

WHEREAS, Pursuant to the terms outlined under that Order, Fort Bend County accepts responsibility for ensuring the Projects are constructed and compliant to state specification and standard by inspecting all construction activities and testing all materials to be used on the project both onsite and at off-site at sources pre-approved by TxDOT; and

WHEREAS, To provide inspection and testing in the of various materials fabricated off-site including structural steel bridge components, pre-cast concrete stressed/non-stressed products and miscellaneous fabricated products in the most cost effective manner, Fort Bend County desires to contract with TxDOT through the use of an Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Commissioners' Court of Fort Bend County does hereby the support of the execution of an Interlocal Agreement with the Texas Department of Transportation for this stated purpose.



The Honorable Robert E. Hebert
Fort Bend County Judge

ATTACHMENT E
Location Maps Showing Project

INDEX OF SHEETS
(SEE SHEET 2)

100% SUBMITTAL

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
RESPONSIBLE ENGINEER: COSTELLO, INC. STATE FIRM REGISTRATION NO. 280 KEVIN WILSON, P.E. TEXAS REGISTRATION NO. 87404

**STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION**

**PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT
PROJECT NO. CC 1258-3-42
CSJ NO. 1258-03-042**

NET LENGTH OF PROJECT = 7,678.25 FT = 1.454 MILES
ROADWAY = 7,372.25 FT = 1.396 MILES
BRIDGE = 306.00 FT = 0.058 MILES
TOTAL = 7,678.25 FT = 1.454 MILES

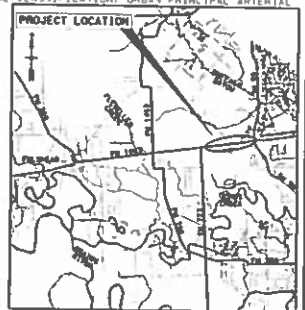
FM 1093 WESTPARK EXTENSION

FROM WEST OF KATY-GASTON ROAD TO WEST OF SH 99
FOR THE CONSTRUCTION OF THE WIDENING OF A NON-FREEWAY FACILITY CONSISTING OF GRADING, LIME TREATED SUBGRADE, PORTLAND CEMENT TREATED BASE, CONCRETE PAVEMENT, STORM SEWERS, STRUCTURES, RETAINING WALLS, ETC.

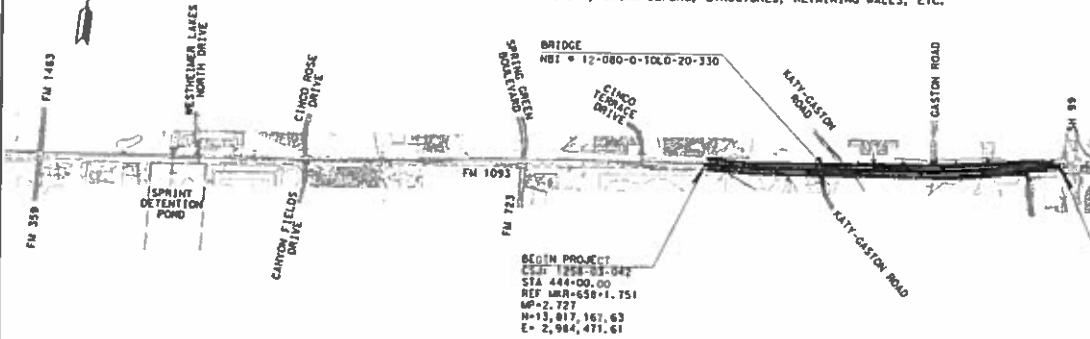
DESIGN SPEED (FM 1093)
MAIN LANES = 70 MPH
FRONTAGE ROAD = 45 MPH
RAMP = 45 MPH

SECTION	START	END	ADT	ADT	ADT
FM 1093 TO KATY-GASTON	1258+00.00	1258+00.00	18,200	21,100	22,700
KATY-GASTON TO SH 99	1258+00.00	1258+00.00	N/A	N/A	N/A
SPRING GREEN TO SH 99	1258+00.00	1258+00.00	33,400	N/A	46,900

FM 1093 (FRONTAGE ROAD) RESTPARK TOLLWAY
SPRING GREEN TO KATY-GASTON FM 1483 TO SPRING GREEN
2014 ADT = 18,200 2014 ADT = N/A
2035 ADT = 21,100 2035 ADT = 33,400
KATY-GASTON TO SH 99 2014 ADT = N/A
2035 ADT = 22,700 2035 ADT = N/A
2014 ADT = 22,700 2035 ADT = 27,400
2014 ADT = 27,400 2035 ADT = 46,900
FUNCTIONAL CLASSIFICATION: URBAN PRINCIPAL ARTERIAL



VICINITY MAP
KEY MAP NOS 523, 524, & 525



BEGIN PROJECT
CSJ# 1258-03-042
STA 444+00.00
REF MBR-658+1.751
MP=2.727
M+13, 817, 167.63
E= 2,984,471.61

END PROJECT
CSJ# 1258-03-042
STA 520+78.25
REF MBR-660+1.036
MP=4.181
M+13, 818, 160.91
E= 2,992,079.06

**PROJECT LAYOUT
NTS**

EXCEPTIONS: NONE
IR DISCREPANCIES: NONE
EQUATIONS: NONE



PREPARED BY:
KEVIN WILSON, P.E.
PROJECT MANAGER
DATE: _____



RECOMMENDED BY:
DAVID R. WILNER, P.E.
PROGRAM DIRECTOR
DATE: _____

- NOTES:
1. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL APPLY TO THIS PROJECT UNLESS OTHERWISE PROVIDED FOR IN ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FPMR 1273), MAY 2014.
 2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTED). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY APPLYING A COMBINED ADJUSTMENT FACTOR OF 1.000015.
 3. COORDINATES AND DISTANCES ARE U.S. SURVEY FEET.
 4. ALL ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83). ZERO ADJUSTMENTS. ELEVATIONS WERE ESTABLISHED BY DIFFERENTIAL LEVELING FIELD TO TEXAS DEPARTMENT OF TRANSPORTATION MONUMENTS.

RECOMMENDED FOR LETTING

FORT BEND COUNTY ENGINEER

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SUBMITTED FOR LETTING: _____
PROJECT MANAGER
APPROVED FOR LETTING: _____
DISTRICT ENGINEER