

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 11th day of February, 2013, by Johnson County, Texas, through its Commissioner's Court and the City of Cleburne for the purpose of road construction in Johnson County, Texas and within the corporate limits of the City of Cleburne.

Therefore the parties agree as follows:

1. Johnson County will construct realignment of 1,000' of CR1123 beginning at the north right-of-way line of US 67 directly across from the intersection of FM 1434 at US 67 and continue in a northerly direction for 1000 feet.
2. Total charges for this Agreement are detailed on Attachment A-"Schedule of Standard Charges for Interlocal Agreements."
3. Payment of total charges for this Agreement is due and payable within Thirty (30) days of receipt of an invoice for said amount from Johnson County, Texas.

Payment is to be made to:

Johnson County Treasurer's Office
2 North Main Street
Cleburne, TX 76033

4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. All work will be done in a workmanlike manner as measured by Johnson County's usual practice in said work to be performed. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.
7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. The City of Cleburne, Texas agrees to indemnify and hold harmless Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.
8. This Agreement represents the entire and integrated agreement between

Johnson County and the City of Cleburne and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by both Johnson County and the City of Cleburne.

9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.
10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
11. This Agreement may be terminated at anytime, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this Agreement.
12. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 11th day February, 2013.


COUNTY JUDGE


COMMISSIONER PRECINCT 1

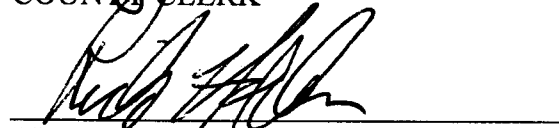

COMMISSIONER PRECINCT 2

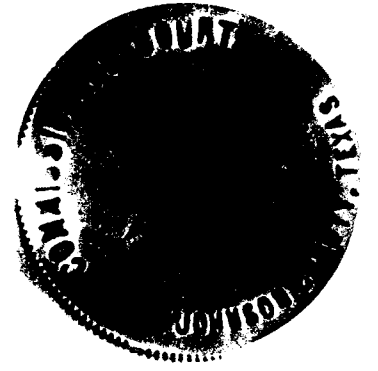

COMMISSIONER PRECINCT 3


COMMISSIONER PRECINCT 4

Attest:


COUNTY CLERK


AUTHORIZED OFFICIAL
City of Cleburne



ATTACHMENT A
 Schedule of Standard Charges for Interlocal Agreement
 Johnson County, Texas

RE: Construct 1,000' of CR1123 Realignment

1. Survey: \$ 1,750.00

2. Materials (See: Note below)

<u>Base Material</u>	@ \$4.25 per ton x 750 tons	\$3187.50
<u>Prime Oil</u>	@ \$2.63 per gal x 320 gals	\$841.60
<u>Pea gravel</u>	@ \$8.00 per ton x 30 tons	\$240.00
<u>Chip Seal</u>	@ \$2.59 per gal x 560 gals	\$1450.40
	Total Material Cost	\$ 5,719.50

3. Hauling	@ 60 tons x 30 miles x \$0.30	\$540.00
	Total Hauling Cost	\$ 540.00

4. Equipment with Operator:

A. Water Truck	@ 51.75 per hour x 2 hours	\$103.50
B. Roller	@ 51.75 per hour x 3 hours	\$155.25
C. Motorgrader	@ 74.75 per hour x 15 hours	\$1046.50
D. Distributor	@ 74.75 per hour x 1.5 hours	\$112.13
E. Bobtail	@ 51.75 per hour x 1 hour	\$51.75
F. Loader	@ 57.50 per hour x 1 hour	\$57.50
G. Chipspreader	@ 74.75 per hour x 1 hour	\$74.75
H. Broom	@ 51.75 per hour x 1 hour	\$51.75

Total Equipment/Operator: \$ 1,653.13

Final Agreement Total \$ 9,662.63

Note:

The above referenced price for materials is based upon the most recent price quoted to Johnson County by the suppliers of said materials. By signing this Interlocal Agreement, the parties agree and understand that the price for materials is subject to change and that in the event that the price for the above stated materials changes from the time that the parties approve this Interlocal Agreement to the time that Johnson County purchases and uses said materials in furtherance of this Interlocal Agreement, that the actual price invoiced to, and paid by Johnson County will be the amount to be paid to Johnson County for said materials pursuant to this Interlocal Agreement. In the event the price for materials stated above is different from the price invoiced to, and paid by Johnson County, Johnson County will provide a copy of said invoice.