

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL AGREEMENT FOR:
City Of Alvarado and Johnson County Precinct #3**

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 12th day of August, 2013, by Johnson County, Texas, through its Commissioner's Court and the City of Alvarado for the purpose of road repair as required in Johnson County, Texas and within the corporate limits of Alvarado, Texas and shall terminate on September 30, 2013.

1. Therefore the parties agree as follows: Johnson County Precinct #3 will perform road work on approximately 1.1 miles of North Cummings Drive within the city limits of Alvarado, Texas. Construction of the roadway will consist of building up the shoulders of the roadway with road base as needed, and apply a second course of seal coat on the road surface. Payment to Johnson County Precinct #3 will be in the amount of \$26,893.75 as itemized in the attached Schedule of Costs for Precinct Services (see Attachment A);
2. 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 Auditor's Office
2 North Main Street
Cleburne, TX 76031

3. 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.
4. Payment under this Agreement shall be made from current revenues available to the party making payment.
5. 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

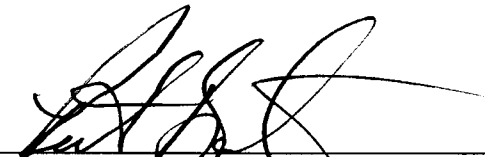
shall be in charge of all controls, procedures, means, coordination, and final inspection of the work to be performed pursuant to this Agreement.

6. 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. City of Alvarado agrees, subject to the limitations of the Texas Constitution and the Texas Tort Claims Act, 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 of the work to be performed.
7. This Agreement represents the entire and integrated agreement between Johnson County and City of Alvarado 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 City of Alvarado.
8. 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.
9. 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.
10. 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.
11. 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 12th day August, 2013.


COUNTY JUDGE


AUTHORIZED OFFICIAL
CITY OF ALVARADO

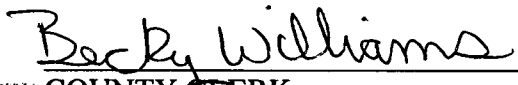

COMMISSIONER PRECINCT 1

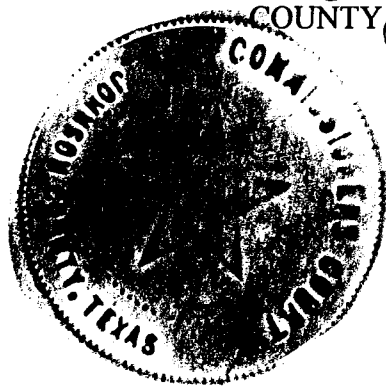

COMMISSIONER PRECINCT 2


COMMISSIONER PRECINCT 3


COMMISSIONER PRECINCT 4

Attest:


COUNTY CLERK



JOHNSON COUNTY, TEXAS

SCHEDULE OF COSTS FOR PRECINCT SERVICES

Approved in Commissioners Court on Monday, March 25, 2013

ATTACHMENT A

DATE: 6/10/2013 **DATE QUOTE EXPIRES:** 9/31/2013

TO: **Name:** City of Alvarado
Attn: Clint Davis
Address:
City, State, Zip: Alvarado, Tx. 76009

PROJECT: **Location of Project** N. Cummings (1.1 mile)

SERVICES: Basic Labor \$23.00 per hour x 5 hours x 4 Men \$460.00

Total Services Cost: \$460.00

MATERIALS:

Road Base	\$5.00 per ton	x 175.00 tons	\$875.00
Grade #4 Rock	\$18.00 per ton	x 250.00 tons	\$4,500.00
Pea Gravel	\$8.00 per ton	x tons	\$0.00
MC-30 Prime	\$3.66 per gal.	x gallons	\$0.00
CRS-2 Emulsion	\$2.60 per gal.	x 6,100 gallons	\$15,860.00
Concrete for Header Walls	\$0.00 per yard	x yards	\$0.00
Hot Mix Asphalt	\$58.00 per ton	x tons	\$0.00
Culverts (installation only)	\$15.00 per foot	x feet	\$0.00
Signage and Hardware		Total Signage:	

Total Materials Cost: \$21,235.00

HAULING: Hauling (Round Trip) \$0.75 per mile x 895 miles \$671.25

Fuel Surcharge: FSC up to \$3.75 /gal \$0.00 per mile x miles \$0.00

(Based on cost to county) FSC from 3.76 to 4.00 /gal \$0.05 per mile x miles \$0.00

FSC from 4.01 to 4.25 /gal \$0.10 per mile x miles \$0.00

FSC from 4.26 to 4.50 /gal \$0.15 per mile x miles \$0.00

FSC from 4.51 to 4.75 /gal \$0.20 per mile x miles \$0.00

FSC from 4.76 to 5.00 /gal \$0.25 per mile x miles \$0.00

Total Hauling Cost: \$671.25

EQUIPMENT: **Minimum charge -- 2 hours**

Truck w/ operator \$59.50 per hour x 10 hours x 5 \$2,975.00

Loader w/ operator \$66.00 per hour x 2 hours x 1 \$132.00

SCHEDULE OF COSTS FOR PRECINCT SERVICES

ATTACHMENT A (Continued)

Track machine w/ operator	\$105.00 per hour x		hours	x		\$0.00
Durapatcher w/ 2 operators	\$86.00 per hour x		hours	x		\$0.00
Distributor w/ operator	\$86.00 per hour x	2	hours	x	1	\$172.00
Water truck w/ operator	\$59.50 per hour x		hours	x		\$0.00
Backhoe w/ operator	\$59.50 per hour x		hours	x		\$0.00
Roller w/ operator	\$59.50 per hour x	2	hours	x	2	\$238.00
Motorgrader w/operator	\$86.00 per hour x		hours	x		\$0.00
Reclaimer w/ operator	\$132.00 per hour x		hours	x		\$0.00
Gradall w/ operator	\$86.00 per hour x		hours	x		\$0.00
Pickups w/ operator	\$33.00 per hour x	4	hours	x	5	\$660.00
Chip spreader w/operator	\$86.00 per hour x	2	hours	x	1	\$172.00
Broom w/ operator	\$59.50 per hour x	3	hours	x	1	\$178.50
Excavator w/ operator	\$59.50 per hour x		hours	x		\$0.00
Brushcutter w/operator	\$59.50 per hour x		hours	x		\$0.00
Crack Sealer w/operator	\$86.00 per hour x		hours	x		\$0.00
Wood Chipper w/operator	\$86.00 per hour x		hours	x		\$0.00

Total Equipment Cost:

Grand Total:

\$4,527.50

\$26,893.75

NOTES / SPECIAL CONDITIONS

Quote is to repair shoulders of the road with road base and apply the 2nd course of seal coat on the portion of N Cummings that we repaired last summer

Please Make Checks Payable To:

Johnson County Precinct #3

Please Mail To:

Johnson County Precinct #3

Attn: Jerry Stringer, Commissioner

10420 FM 917

Alvarado, Tx 76009

JOHNSON COUNTY COMMISSIONERS COURT



OFFICIAL AGENDA
ROGER HARMON
County Judge

Alison Hitchcock
Assistant to Commissioner's Court

JERRY D. STRINGER
Commissioner Pct.#3

DON BEESON
Commissioner Pct.#4

RICK BAILEY
Commissioner Pct. #1

KENNY HOWELL
Commissioner Pct. #2

COMMISSIONERS COURT APPROVAL
FOR INTERLOCAL AGREEMENT PROJECT

WHEREAS, the Commissioners Court of Johnson County, Texas has considered and approved an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code regarding the following project to construct, improve, or repair a building, or road or other facility.

The project to be undertaken is: Johnson County, Precinct #3, will perform work on that portion of North Cummings Drive within the city limits of Alvarado, from Hwy 67 north to the city limits. The work will consist of rebuilding the edges of the roadway with road base where they have settled over time, and applying a course of chip seal to the road surface.

The location of the project is: North Cummings Drive within the city limits of Alvarado, from Hwy 67 north to the city limits

THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code.

Executed on the 12th day of August, 2013.

COUNTY JUDGE

COMMISSIONER PRECINCT 3

COMMISSIONER PRECINCT 1

COMMISSIONER PRECINCT 4

COMMISSIONER PRECINCT 2

Attest:

COUNTY CLERK

