



# Texas Department of Transportation

701 E MAIN • ATLANTA TEXAS 75551-2418 • (903) 796-2851

May 14, 2013

John B. Goodwin, P.E.  
H. W. Lochner, Inc.  
1828 East Southeast Loop 323, Suite 202  
Tyler, Texas 75701

Bowie County  
CSJ: 0046-04-057  
US 82 PTF Highway Improvements

Dear Mr. Goodwin:

Enclosed is the executed Right of Entry to TxDOT Right of Way for Project Development Under Pass-Through Agreement for Payment of Pass-Through Tolls by the Department for the above subject project as requested.

Sincerely,

David K. Neshyba, P.E.  
District Design Engineer

Enclosure

**RECEIVED**  
MAY 20 2013  
**LOCHNER**

**Right of Entry to TxDOT Right of Way  
For Project Development Under  
Pass-Through Agreement for Payment of Pass-Through Tolls by the Department**

**THE STATE OF TEXAS §**

**THE COUNTY OF TRAVIS §**

This Agreement is made by and between the Texas Department of Transportation, hereinafter referred to as "TxDOT" and Bowie County hereinafter referred to as "the County"

**WITNESSETH**

**WHEREAS**, Chapter 203 of the Texas Transportation Code empowers the Texas Transportation Commission and TxDOT to lay out, construct, maintain, and operate the state highway system; and

**WHEREAS**, TxDOT and the County entered in a Pass-Through Agreement for Payment of Pass-Through Tolls by the Department on May 27, 2011 in which TxDOT agreed to grant access to state right of way for reconstructing and widening US 82 and for performing ancillary work on intersecting state highways; and

**WHEREAS**, The County requests permission from TxDOT to enter the right of way on the state highway system in Bowie County for the stated purpose, hereinafter referred to as the "Activity", as shown and hereby made a part of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as set forth, it is hereby agreed as follows:

**AGREEMENT**

- A. The Activity shall be conducted in compliance with all governing laws and State regulations and policies.
- B. The County shall perform the Activity in such a manner as to avoid safety hazards and inconveniences to or interference with highway traffic. Traffic control plan and traffic control devices required by said Activity shall be approved by TxDOT and installed by the County in accordance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.
- C. The County shall notify TxDOT when the Activity has been completed.

D. Prior to commencement of the Activity and before entry onto the right of way, TxDOT must be furnished with the County contractor's proof of insurance using TxDOT's Certificate of Insurance Form 1560. The Limits of the policy shall remain in effect for the duration of the Activity. TxDOT shall be named as an Additional Insured with a Waiver of Subrogation in favor of TxDOT.

E. TxDOT's authorization to allow entry onto the right of way does not in any way impair or relinquish TxDOT's right to use such land for its purposes, nor shall use of the land for other than highway purposes under this agreement ever be construed as abandonment of the land by TxDOT.

F. TxDOT and the County each acknowledge responsibility for the acts, deeds, errors, and omissions of its own employees.

G. The County shall require its contractor to indemnify and save harmless TxDOT, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries sustained by a person or property as a consequence of an neglect in the performance of the activity and any related action by the County or its contractor and from any claims or losses arising or recovered under the Workers Compensation laws of Texas, The Texas Tort Claims Act, or any other laws.

H. The County understands that utility installations owned by others exist in the right of way. The County shall provide adequate notice of the Activity to all utility companies potentially impacted by the activity.

I. The County shall further require its contractor to indemnify TxDOT and accept responsibility from all damages or injury to property of any character, including utilities, occurring during the prosecution of the Activity resulting from any act, omission, neglect, or misconduct on the part of the County or its contractor in the manner or method of executing the Activity.

J. The County shall conduct Activity in accordance with the rules, and regulation and policies of TxDOT, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic preservation Act". Upon request by TxDOT, proof of compliance with all governing laws, rules, and regulation will be submitted to TxDOT.

K. Each party reserves the right to terminate this agreement at any time after notifying the other party in writing at least thirty (30) days in advance of the intended termination and establishing the conditions of termination.

**IN WITNESS WHEREOF**, TxDOT and the County have executed duplicate counterparts to effectuate this agreement.

**THE TEXAS DEPARTMENT OF TRANSPORTATION**

Executed by 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 by the Texas Transportation Commission.

Robert H. Ratcliff  
Typed, Printed or Stamped Name of District Engineer

May 14, 2013  
Date

Atlanta  
District

701 E. Main Street  
Address

Robert H. Ratcliff  
Signature of District Engineer

903-796-2851  
Area Code Telephone Number

Atlanta, TX 75551  
City, State Zip

**THE COUNTY**

John B. Goodwin  
Printed Name

4-29-2013  
Date

H. W. Lochner, Inc.  
By

1828 East SE Loop 323 Suite 202  
Address

Program Manager  
Title

Tyler, TX 75701  
City, State Zip

[Signature]  
Signature

903-581-7844  
Area Code Telephone Number

**List of Exhibits**

- A. Title Sheet
- B. Certificate of Insurance

**STATE OF TEXAS  
DEPARTMENT OF TRANSPORTATION**

**PLANS OF PROPOSED**

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

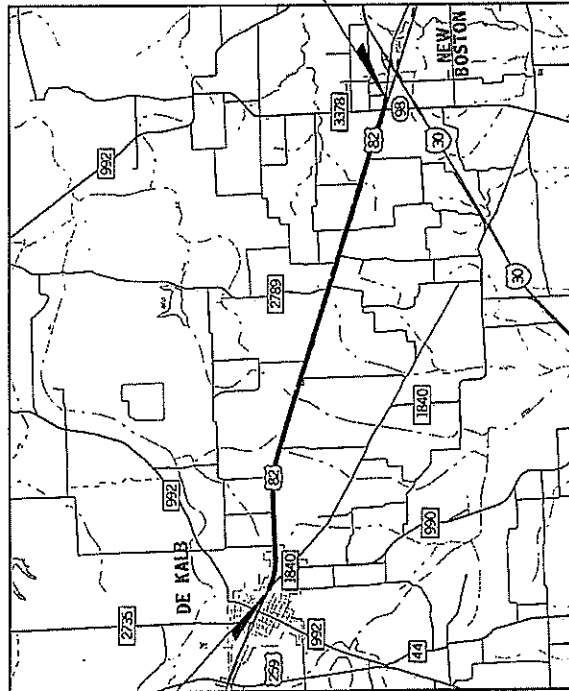
NET LENGTH OF PROJECT = 45,573.67 FT = 8.636 MILES  
 ROADWAY: 45,573.67 FT = 8.631 MILES  
 BRIDGE: 26.33 FT = 0.005 MILES  
 TOTAL: 45,600.00 FT = 8.636 MILES

**BOWIE COUNTY  
US 82**

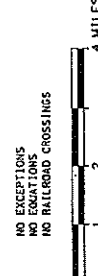
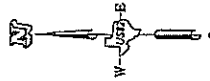
FROM FM 1840 TO SH 98

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



NO EXCEPTIONS  
NO EQUATIONS  
NO RAILROAD CROSSINGS

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PROJECT NO.	PTF 2013 (400)
STATE	TEXAS
COUNTY	BOWIE
DIST.	ATL
SECT.	
JOB	
DC	
DIST	
US 82	

TOLR REVIEW NOT REQUIRED

DESIGN SPEED	
US 82 = 40 mph (FM 1840 to DeKalb)	
70 mph (DEKALB TO SH 98)	
50 mph (SH 98 to End Proj)	
FM 3378/SH 98 & FM 2789 = 40 MPH	
FM 1840 = 30 MPH	
ADT	
US 82 (2015 ADT) = 9400	VPD
(2035 ADT) = 12,800	VPD
(2045 ADT) = 14,400	VPD
FM 3378 (2010 ADT) = 1100	VPD
SH 98 (2010 ADT) = 550	VPD
FM 2789 (2010 ADT) = 550	VPD
FM 1840 (2010 ADT) = 2600	VPD

**FINAL PLANS**

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

**LOCHNER**  
1808 (SE) Bell St. | Suite 202  
Tyler, TX 75702  
TYPE Firm Reg. No. 10488

RECOMMENDED FOR LETTING: 12/17/2012  
PROJECT MANAGER: [Signature]  
LOCHNER

APPROVED FOR LETTING: [Signature]  
Texas Department of Transportation  
© 2012

APPROVED FOR LETTING: 12-12-2012  
Robert H. [Signature] P.E.  
TRUST ATLANTA DISTRICT ENGINEER

BOWIE COUNTY COMMISSIONERS COURT  
APPROVED FOR LETTING: 12/10/2012  
[Signature]

RECOMMENDED FOR LETTING: 2/18/12  
[Signature]  
P.E. DESIGN DIVISION

APPROVED FOR LETTING: [Signature]  
COUNTY JUDGE, BOWIE COUNTY  
JACK STONE - PRECINCT 1  
TOM WHITTEN - PRECINCT 2  
KELLY BLACKBURN - PRECINCT 3  
PAT MCCOY - PRECINCT 4



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 (FORM FHWA 1213), MAY 2012.



# CERTIFICATE OF INSURANCE

Form 1560  
(Rev. 07/12)  
Previous editions of this form may not be used.  
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (        )        -        \_\_\_\_\_

### WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: (        )        -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

### COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name:			Carrier Phone #: (        )        -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance				Not Less Than: \$ 600,000 each occurrence

### BUSINESS AUTOMOBILE POLICY:

Carrier Name:			Carrier Phone #: (        )        -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy				Not Less Than: \$ 600,000 combined single limit

### UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: (        )        -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

Address

City, State, Zip Code

\_\_\_\_\_

(        )        -        \_\_\_\_\_  
Authorized Agent's Phone Number

\_\_\_\_\_  
Authorized Agent Original Signature

\_\_\_\_\_  
Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

## Exhibit B

**NOTES TO AGENTS:**

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

**DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.**

The **SIGNATURE** of the agent is required.

**CERTIFICATE OF INSURANCE REQUIREMENTS:**

**WORKERS' COMPENSATION INSURANCE:**

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

**BUSINESS AUTOMOBILE POLICY:**

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

**MAIL ALL CERTIFICATES TO:**

Texas Department of Transportation  
CST – Contract Processing Unit (RA/200 – 1st Fl.)  
125 E. 11th Street  
Austin, TX 78701-2483  
512/416-2540 (Voice), 512/416-2536 (Fax)

**Exhibit B**