

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE NORTH EAST TEXAS  
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 17-49**

WHEREAS, the North East Texas Regional Mobility Authority (“NET RMA”) was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Van Zandt, Wood, Titus, and Kaufman joined the Authority and are represented on the Board of Directors; and

WHEREAS, the NET RMA is responsible for the operation and maintenance of Toll 49; and

WHEREAS, in Resolution 17-37, dated August 8, 2017, the Board of Directors of the NET RMA adopted the recommendation of the Executive Director to finalize and execute an agreement for roadway maintenance services with IIP USA LLC (the “Maintenance Agreement”); and

WHEREAS, certain incident response services for maintenance and traffic operations necessary for the efficient operation of Toll 49 were not cost effective to include in the scope of the Maintenance Agreement; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) has previously entered into contracts for the provision of various maintenance and operational services for TxDOT projects located within the same general vicinity as Toll 49; and

WHEREAS, NET RMA representatives and TxDOT staff have identified potential benefits of entering into an Interlocal Agreement (“ILA”) pursuant to Chapter 791 of the Texas Government Code and Section 370.189 of the Texas Transportation Code under which the NET RMA would have access to incident response services for maintenance and traffic operations for Toll 49 through TxDOT and its existing contractors; and

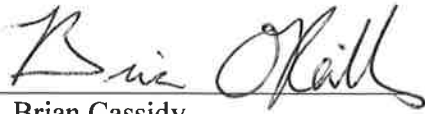
WHEREAS, NET RMA representatives recommend that the NET RMA enter into an ILA with TxDOT in the form or substantially the same form as attached hereto as Attachment “A” to secure incident response services for maintenance and traffic operations for Toll 49 through TxDOT and its existing contractors at a cost not to exceed \$68,292.44.

NOW THEREFORE, BE IT RESOLVED, that the NET RMA Board of Directors hereby authorizes the Executive Director to execute an ILA with TxDOT in the form or substantially the same form attached hereto as Attachment "A" to secure incident response services for maintenance and traffic operations for Toll 49.

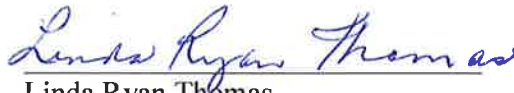
Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 13th day of September, 2017.

Submitted and reviewed by:

Approved:



C. Brian Cassidy  
General Counsel for the North East  
Texas Regional Mobility Authority



Linda Ryan Thomas  
Chair, Board of Directors  
Date Passed: 09/13/17  
Resolution No. 17-49

**Interlocal Agreement  
Contract Services Transmittal Form**

From: Tyler District-10	Contact Person: Rheatia Gandy Phone No.:903-510-9115
Subject: Interlocal Agreement Between TxDOT and NETRMA	
Other Entity NET RMA	Contract Maximum Amount Payable \$68,292.44
Are any federal funds used in this contract? NO  If yes, what kind of federal funds.	
Was the standard interlocal or amendment format modified? Yes _____ No <u> X </u> If modified, date of Contract Services approval: _____ Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
North East Texas Regional Mobility Authority Local Government

II. PURPOSE: Incident Response of Toll 49 Project in Tyler, the project.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed 68,292.44 and shall conform to the provisions of Attachment B, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on September 30, 2018 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated September 13, 2017, has authorized the Local Government to obtain the services described in Attachment A.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Resolution or Ordinance and Attachment E, Location Map Showing Project.

NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (NETRMA)

By [Signature] Date 9/16/2017
562C8B45790A497... AUTHORIZED SIGNATURE
Chris Miller:chris.miller@netrma.org

TYPED OR PRINTED NAME AND TITLE
Christopher R. Miller
Title

FOR THE STATE OF TEXAS

Executed for the Executive Director 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 and authorized by the Texas Transportation Commission.

By [Signature] Date 9/19/2017
F1CDA80FDB8C4B6... Kenneth Stewart
Director of Contract Services

**ATTACHMENT A**  
**Scope of Services**

The Scope of work outlines Incident Response for Maintenance and Traffic Operations necessary for the continuation of the same level of maintenance that is currently being provided for Toll 49 Segments 1, 2, 3A, 3B and 5 as performed by TxDOT-Tyler District. The services outlined in this document are the general parameters for the successful Incident Response of the limits for TOLL 49, from SH 110 southeast Tyler to I-20 near Lindale, a distance of approximately 26.0 miles.

**PROJECT LIMITS**

Roadway	Limits		Centerline
	To	From	Miles
Toll 49 Segment 1	US 69 (South Tyler)	SH 155	5.0
Toll 49 Segment 2	FM 756	US 69 (South Tyler)	2.0
Toll 49 Segment 3A	SH 155	SH 31	6.6
Toll 49 Segment 3B	SH 31	I-20	9.9
Toll 49 Segment 5	SH 110	FM 756	2.5
		Total	26.0

**DESCRIPTION**

This Scope of Work provided parameters for incident response of Toll 49, including all the existing appurtenances. This includes mainlane roadways, access roads, shoulders, ramps, intersections, roadsides, bridges and traffic operations. Estimated costs shown include all labor, materials and incidentals.

**GENERAL**

**TxDOT Standards**

Work performed and materials used under this contract shall conform to the latest version of all TxDOT manuals, standards, specifications, statewide special specifications, policies and procedures and their addenda. These include, but are not limited to, the following:

- Highway Design Manual
- Safety and Maintenance Manual
- Maintenance Management Manual
- Vegetation Management Manual
- Traffic Control Standard Sheets Book
- Traffic Operations Manual
- Texas Standard Specifications for Construction of Highways, Streets and Bridges
- Manual of Testing Procedures
- Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD)
- Sign Crew Field Book

The tasks below outline basic Incident Response services to be provided under this agreement. The listing of tasks below are the most common items of work expected but is not a comprehensive list of all services to be performed.

**Incident Response**

The section below outlines the maintenance services for emergency response for the 26.0 miles of the corridor and will include snow and ice removal, damage repair to the facility caused by traffic, and removal of aggregate and dirt buildup.

In accordance with current TxDOT Policy, TxDOT-Tyler District will respond and deploy resources to any emergency occurring on the roadway corridors.

**Task 1. Item 522 Street Sweeping (Sanding Removal) \$9,464.00**

**Description:**

Street sweeping after de-icing materials have been placed. Units are by the centerline mile (CLMI). One centerline mile consists of cleaning and sweeping all outside mainlane barriers of state maintained bridges from the beginning reference marker location to ending reference marker location, regardless of the number of roadbeds.

**Task 2. Function 799 Traffic Control for Accidents/Incidents \$8,000.00**

**Description:**

Traffic assistance for accidents and incidents performed.

**Task 3. Function 810 Debris Removal \$4,828.44**

**Description:**

Provide assistance to traffic caused by natural disasters. (See Function 811 for snow and ice)

**Task 4. Function 811 Snow and Ice Removal (Including Materials) \$36,000.00**

**Description:**

Snow and ice removal is estimated at (8) cycles per year when required due to inclement weather conditions. One cycle is defined as one lane for the complete 26 mile toll road. Bridges and roadway portions as agreed upon by both Local Government and TxDOT should be treated for snow and ice before, during and after winter events to allow for movement of traffic.

Complete aggregate removal within two (2) weeks after aggregate is placed on roadways for deicing operations.

Significant buildup of dirt, rock, debris, etc. on roadways and/or bridges should not be allowed to accumulate greater than 24 inches wide and/or 1/2 inch deep.

**Task 5. Function 830 Haz Mat Cleanup, Spills or Leaking Storage Tanks \$10,000.00**

**Description:**

Investigation, testing, cleanup, removal, disposal, and restoration work associated with a spill or leaking storage tank.

**ATTACHMENT B  
Budget**

<b>Task Number</b>	<b>Bid or Function Code</b>	<b>Description</b>	<b>Total Cost</b>
1	522	Street Sweeping (Sanding Removal)	\$9,464.00
2	799	Traffic Control for Accidents/Incidents	\$8,000.00
3	810	Debris Removal	\$4,828.44
4	811	Snow and Ice Removal (Including Materials)	\$36,000.00
5	830	Haz Mat Cleanup, Spills or Leaking Storage Tanks	\$10,000.00
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		<b>Total Maintenance Budget:</b>	<b>\$68,292.44</b>

**Estimated total payment by the local government to TxDOT: \$68,292.44**

This is an estimate. The final amount of local government payment will be based on actual costs.



## 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:

<b>Local Government:</b>	NETRMA 909 ESE Loop 323, Suite 520 Tyler, Texas 75701
<b>TxDOT:</b>	Texas Department of Transportation Tyler District 2709 West Front Street Tyler, Texas 75702

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**

