



2709 W. FRONT STREET • TYLER, TEXAS 75702 • (903) 510-9100

March 8, 2013

NETRMA  
Mr. Everett Owen  
Interim Executive Director  
909 ESE Loop 323 Ste. 360  
Tyler, Texas 75701

RE: Interlocal Agreement  
Contract No. 10-3XXF7001

Dear Mr. Owen,

Enclosed is an original, fully executed, Interlocal Agreement for your records.

We will further discuss the implementation and administration of this contract at our upcoming meeting on March 20, 2013.

If you have any questions regarding this matter, please don't hesitate to call me at 903/510-9220.

Sincerely,

Randy C. Hopmann, P.E.  
District Engineer  
Tyler District

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

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:** Routine Maintenance of Loop 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 \$356,791 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 August 31, 2013 or when otherwise terminated as provided in this Agreement.

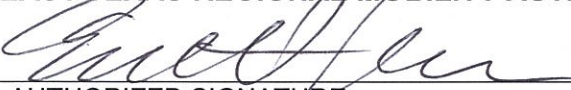
#### VI. LEGAL AUTHORITY:

**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 January 22, 2013, 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  Date 2/25/13  
 AUTHORIZED SIGNATURE

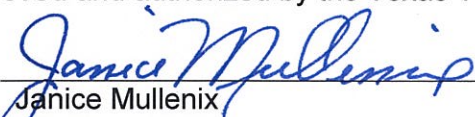
Everett M. Owen

TYPED OR PRINTED NAME AND TITLE

Title Interim Executive Director

#### 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  Date March 4, 2013  
 Janice Mullenix  
 Director of Contract Services

## ATTACHMENT A Scope of Services

The Scope of work outlines 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 maintenance 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 the complete maintenance and operation of highways, including all the existing appurtenances. This includes mainlane roadways, access roads, shoulders, ramps, intersections, roadsides, bridges and traffic operations.

### **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 maintenance 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.

### **Travel Way Maintenance**

#### **Task 1. Function 110 Base Removal and Replacement \$5,358**

**Description:**

Removal of base and/or subgrade materials from distressed areas and replace with suitable material.

#### **Task 2. Function 211 Leveling or Overlay with Laydown Machine \$25,185**

**Description:**

Application of asphaltic concrete material to improve ride qualities or level up low spots

#### **Task 3. Function 225 Sealing Cracks \$1,618**

**Description:**

Cleaning, filling and sealing cracks in the pavement using asphaltic rubber or other sealants.

#### **Task 4. Function 232 Spot Seal \$43,015**

**Description:**

Application of a single layer of asphaltic material followed by the application of a single layer of aggregate over areas that are not full width of the travel lane or shoulder.

#### **Task 5. Function 345 Repair Spalling \$5,991**

**Description:**

Clean and fill spalled areas (not full depth of concrete slab)

### **Shoulder & Side Approaches**

#### **Task 6. Function 270 Edge Repair \$6,492**

**Description:**

Repair of raveled, low or damaged pavement edges with asphaltic materials.

### **Roadside**

#### **Task 7. Function 511 Mowing \$33,293**

**Description:**

The sequence of work shall be as established by TxDOT-Tyler District. In accordance with the most recent TxDOT Tyler District practice, two full width mowing cycles will be performed each year. The dates of the two cycles will occur as specified in the current District Mowing contract. For calendar year 2013, cycle 1 will occur near the first of June and cycle 2 will occur between August 1 and September 15. The limits and number of cycles will be as defined in the following table:

Type	Highway	Limits	Approx. Acres	Approx. # of Cycles	Approx. Total of Acres
Rural	Segment 1	US 69 to SH 155	275.0	2	550.0
Rural	Segment 2	FM 756 to US 69	135.5	2	271.0
Rural	Segment 3A	SH 155 to SH 31	46.6	2	93.2
Rural	Segment 3B	SH 31 to I-20	338.0	2	676.0
Rural	Segment 5	SH 110 to FM 756	88.0	2	176.0
				<b>Total</b>	<b>1766.2</b>

As mowing may be completed by a third party, the intent of this Scope of Services is that TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, along with normal TxDOT – Tyler District General Notes be utilized for these operations.

Wildflowers shall be preserved utilizing the guidelines in the mowing specifications and vegetation management manuals.

The Local Government and TxDOT may establish non-mow areas within the right of way. As these areas are established, mowing will not be required.

**Task 8. Function 521 Litter \$7,946**

**Description:**

The litter removal will be performed in conjunction with the first mowing cycle as defined above and will include the same area as mowed.

**Task 9. Function 522 Street Sweeping \$2,615**

**Description:**

Routine street sweeping. Units are the actual miles swept regardless of the centerline miles.

**Task 10. Function 523 Debris \$21,490**

**Description:**

Routine patrolling will be done to remove and dispose of debris, including dead animals. Dead animals that can be handled by one person should be removed as soon as possible upon discovery. Large animals shall be as soon as possible removed from the paved surfaces and disposed of within 24 hours of discovery. Tires or tire tread shall be removed from paved surfaces as soon as possible upon discovery.

All illegal signs and other encroachments are to be removed from the right of way. This includes political signs, advertising signs, brick entrances, vehicles, etc. TxDOT department policy will be used. The Local Government will notify owners of encroachments to be removed.

**Task 11. Function 524 Spot Litter \$33,698**

**Description:**

Spot removal and disposal of litter, including dead animals from the right of way.

**Task 12. Function 530 Removal of Graffiti \$2,203**

**Description:**

Graffiti will be removed from signs on overhead sign structures and ground mounted signs, using approved procedures, methods, and chemicals that will not cause damage to the reflectivity of the signs.

A Class B coating, concrete paint or opaque sealer in accordance with item 427, "Surface Finishes for Concrete", Article 2 Materials, Section A, Coatings, Section 1 or 2 for concrete structures will be used to cover graffiti if markings cannot be removed.

Non-obscene graffiti should be removed within two (2) weeks of discovery.

**Task 13. Function 541 Chemical Vegetation Control, Edges** **\$1,204**

**Description:**

Complete control of vegetation encroaching in pavement, shoulders, medians, islands and curbs with herbicides.

**Task 14. Function 552 Tree and Brush Control** **\$4,705**

**Description:**

Trees on the right of way, except in established non-mow areas, shall be trimmed to allow mowers access. Trees and brush shall be trimmed to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs.

**Task 15. Function 595 Guard Fence** **\$32,846**

**Description:**

Installation, maintenance and repair of guard fence.

**Task 16. Function 596 Guardrail End Treatment Systems** **\$12,800**

**Description:**

Installation and maintenance of guardrail end treatment systems.

**Traffic Operations**

**Task 17. Function 712 High Performance Striping** **\$37,536**

**Description:**

Striping or re-striping lanes lines, centerlines and edge lines using thermoplastic or other high performance materials. Will include all activities associated with new and retrace thermoplastic striping. Work items might include removal of old stripe and installation of sealer. Work items will also include personnel and equipment time charges associated with inspection of contract striping work. Night inspections will be performed on pavement striping every six (6) months.

**Task 18. Function 721 Delineators** **\$259**

**Description:**

Installation, maintenance and/or replacement of damaged or missing delineators and/or posts. This function shall include straightening of post. Measured by each post and each reflector replaced.

**Task 19. Function 731 Install or Reinstall Small Signs (<16sf)** **\$2,026**

**Description:**

Night sign inspections should be performed on six (6) month intervals. Vegetation shall be trimmed to ensure good visibility of signs. Signs shall be replaced when more than five (5) percent of the face is damaged or vandalized. Deficient warning and regulatory signs will be replaced as soon as possible upon discovery.

Deficient warning and regulatory signs will be replaced as soon as possible upon discovery.

**Task 20. Function 732 Install or Reinstall Large Signs (>16sf) \$363**

**Description:**

Night sign inspections should be performed on six (6) month intervals. Vegetation shall be trimmed to ensure good visibility of signs. Signs shall be replaced when more than five (5) percent of the face is damaged or vandalized. Deficient warning and regulatory signs will be replaced as soon as possible upon discovery.

Deficient warning and regulatory signs will be replaced as soon as possible upon discovery.

**Task 21. Function 742 Illumination \$3,018**

**Description:**

Installation, maintenance and operation of illumination systems including continuous lighting, safety lighting, and sign illumination. Night inspections will be performed.

**Task 22. Function 743 Mtce of Isolated Traffic Signals \$15,600**

**Description:**

Maintenance personnel will be available to respond to emergency calls 24 hours a day, including Saturdays, Sundays, and holidays.

All checks and corrective actions should be documented in a separate logbook for each intersection.

**Task 23. Function 750 Installation and Removal of Pavement Markers \$6,442**

**Description:**

Installation and/or removal of traffic buttons or reflective markers. Night inspections will be performed on pavement markers every six (6) months.

## **Drainage**

**Task 24. Function 561 Ditch Maintenance \$19,858**

**Description:**

Removal and hauling of silt, drift and/or filling eroded areas.

**Task 25. Function 570 Culvert and Storm Drain Maintenance \$12,471**

**Description:**

The repair and maintenance of culverts up to bridge classification (twenty feet measured along centerline of roadway). This work includes silt and debris removal from inlet, storm drains, retention ponds, and culverts.

## **Structures**

**Task 26. Detail 7121-30-388 Routine Bridge Inspection \$2,600**

**Description:**

Inspect bridges biannually utilizing TxDOT's Bridge Inspection and Appraisal Program.

## **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/or 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 27. Function 811 Snow and Ice Removal**

**NA**

#### **Description:**

Snow and ice removal is estimated at (1) cycle per year when required due to inclement weather conditions. 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. Salt should not be allowed.

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 28. Function 799 Traffic Control for Accidents/Incidents**

**\$10,400**

#### **Description:**

Traffic assistance for accidents and incidents performed.

### **Task 29. Function 810 Debris Removal**

**\$2,600**

#### **Description:**

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

### **Task 30. Function 830 Haz Mat Cleanup, Spills or Leaking Storage Tanks**

**\$3,159**

#### **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>Function Code</b>	<b>Description</b>	<b>Total Cost</b>
1	110	Base Removal and Replacement	\$ 5,358.00
2	211	Leveling or Overlay with Laydown Machine	\$ 25,185.00
3	225	Sealing Cracks	\$1,618.00
4	232	Spot Seal	\$43,015.00
5	345	Repair Spalling	\$5,991.00
6	270	Edge Repair	\$6,492.00
7	511	Mowing	\$33,293.00
8	521	Litter	\$7,946.00
9	522	Street Sweeping	\$2,615.00
10	523	Debris	\$21,490.00
11	524	Spot Litter	\$33,698.00
12	530	Removal of Graffiti	\$2,203.00
13	541	Chemical Vegetation Control, Edges	\$1,204.00
14	552	Tree and Brush Control	\$4,705
15	595	Guard Fence	\$32,846
16	596	Guardrail End Treatment Systems	\$12,800
17	712	High Performance Striping	\$37,536
18	721	Delineators	\$259
19	731	Install or Reinstall Small Signs (<16sf)	\$2,026
20	732	Install or Reinstall Large Signs (>16sf)	\$363
21	742	Illumination	\$3,018
22	743	Mtce of Isolated Traffic Signals	\$15,600
23	750	Installation and Removal of Pymt Markers	\$6,442
24	561	Ditch Maintenance	\$19,858
25	570	Culvert and Storm Drain Maintenance	\$12,471
26	7121	Routine Bridge Inspection	\$2,600
27	811	Snow and Ice Removal	NA
28	799	Traffic Control for Accidents/Incidents	\$10,400
29	810	Debris Removal	\$2,600
30	830	Haz Mat Cleanup, Spills or Leaking Storage Tanks	\$3,159
		<b>Total Maintenance Budget:</b>	<b>\$356,791.00</b>

**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>Performing Agency:</b>	Texas Department of Transportation Tyler District 2709 West Front Street Tyler, Texas 75702
<b>Receiving Agency:</b>	NETRMA

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**

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

#### **RESOLUTION NO. 13-03**

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, Wood, Cass, Van Zandt, and Titus joined the Authority and are represented on the Board of Directors; and

WHEREAS, the NET RMA is currently developing Segment 3B of the Toll 49 project (the "Toll 49 Segment 3B Project") through a design/build comprehensive development agreement ("CDA"); and

WHEREAS, additional segments of Toll 49 have been or are being developed by the Texas Department of Transportation ("TxDOT"), and Segments 1, 2, 3A, 3B, and 5 are collectively known as "Toll 49"; and

WHEREAS, in Resolution No. 11-14, dated March 4, 2011, the Board of Directors approved entry into a Project Development Agreement with TxDOT specifying the extent and timing of review of project design submittals, clarifying the ownership and use of right-of-way, and addressing other project-related issues with respect to Toll 49; and

WHEREAS, the Project Development Agreement provides that TxDOT will transfer Segments 1, 2, 3A, and 5 of Toll 49 (the "Transferred Segments") and those parcels owned by TxDOT located within the Toll 49 Segment 3B Project limits to the NET RMA upon Substantial Completion, as defined in the Project Development Agreement, of the Toll 49 Segment 3B Project; and

WHEREAS, following the transfer of the Transferred Segments, the NET RMA will be responsible for the maintenance and operation of Toll 49; and

WHEREAS, 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

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WHEREAS, NET RMA representatives and TxDOT staff have identified potential benefits of entering into an Interlocal Agreement pursuant to Chapter 771 of the Texas Government Code and Section 370.189 of the Texas Transportation Code pursuant to which the NET RMA would have access to certain maintenance and operational services for Toll 49 through TxDOT and its existing contracts; and

WHEREAS, NET RMA representatives recommend that the NET RMA negotiate and enter into an Interlocal Agreement with TxDOT to secure certain maintenance and operational services for Toll 49 through TxDOT and its existing contracts, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to by the NET RMA and TxDOT.

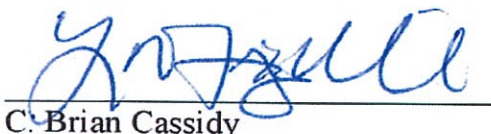
NOW THEREFORE, BE IT RESOLVED, that the NET RMA Board of Directors hereby approves the negotiation and execution of an Interlocal Agreement with TxDOT to secure certain maintenance and operational services for Toll 49 through TxDOT, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to by the NET RMA and TxDOT; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Interim Executive Director to take such actions as may be necessary to negotiate and finalize an Interlocal Agreement with TxDOT consistent with this Resolution and that such Interlocal Agreement may be executed by the Interim Executive Director upon its completion under the terms hereof.

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 22nd day of January, 2013.

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  
Resolution Number 13-03  
Date Passed: 01/22/13



# ATTACHMENT E Location Maps Showing Project

## LP 49 Status TxDOT-Tyler District December 2012

