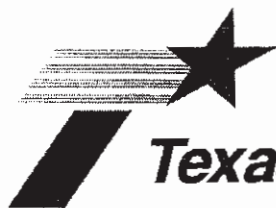


**TEXAS DEPARTMENT OF TRANSPORTATION**  
**TECHNICAL PROVISIONS**  
**FOR**  
**SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2**

**ATTACHMENT 5-4**

**AMENDMENT TO CITY OF BAYTOWN (HARRIS COUNTY)**  
**MUNICIPAL MAINTENANCE AGREEMENT**

**RFP Addendum #6A**  
**September 1, 2016**



# Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

November 14, 2012

Mr. Bob Leiper  
City Manager  
2401 Market Street  
Baytown, Texas 77522

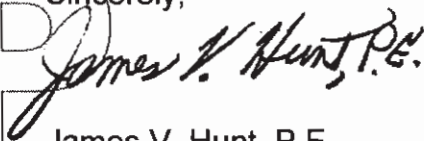
Amendment to Municipal Maintenance Agreement  
Harris County  
City of Baytown

Dear Mr. Leiper:

Attached is one original Agreement for your record.

If you should have any questions or need further clarification, please contact our Special Project Coordinator, Walter W. Hambrick, at (713) 802-5564.

Sincerely,



James V. Hunt, P.E.  
Director of Maintenance  
Houston District

WWH  
Attachments  
cc: Walter W. Hambrick  
Todd D. Hebert

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AMENDMENT TO MUNICIPAL MAINTENANCE AGREEMENT**

**WHEREAS**, on the 4th day of April 1968, the Texas Department of Transportation, the "State" and the City of Baytown, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

**WHEREAS**, the State under the aforementioned Agreement, provides mowing and litter clean up maintenance on 228 acres on certain state routes within the City, including SP 330, BS 146 and SH 146; and

**WHEREAS**, the State conducts this mowing and litter control maintenance through its mowing and litter control contractors; and

**WHEREAS**, the City desires to perform additional mowing and/or litter control maintenance on the aforementioned state routes; and

**WHEREAS**, the City and the State agree to amend the existing Municipal Maintenance Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

**CONTROLLED ACCESS HIGHWAYS**

**State's Duties**

2. Reimburse the City for mowing and clean up litter within the outermost curbs of the frontage roads and assist in performing these operations between the right of way line and in the outermost curb or crown line of the frontage road in undeveloped areas. Reimbursement shall be limited to 3 mowing cycles per year (in approximately May, July and October), and up to 12 litter cycles per year (on a monthly basis). The rates of reimbursement shall be based on the average 2012 mowing and litter pick up cost for Harris County. The average cost for each cycle was \$37.00/acre for mowing and \$12.00/acre for litter clean up. Reimbursement may be further limited if the state adopts a statewide policy reducing the number of mowing cycles to less than three per year or the number of litter clean up cycles to less than 12 per year. If the State's policy changes to further reduce the State's

mowing or litter clean up cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

#### City's Duties

5. Mow and clean up litter within the outermost curbs of the frontage roads and assist in performing these operations between the right of way line and in the outermost curb or crown line of the frontage road in undeveloped areas for a minimum period of five (5) years.
6. Submit invoices for mowing and litter clean cycles at intervals as established above.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The City will also require any contractor(s) to agree to indemnify and save harmless the state from all claims and liability due the contractor(s) material or activities of itself, its agent, or employees, performed under agreement with city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to State.

#### **Termination**

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to the City to terminate this Amendment without cause upon notice after five (5) years, and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any services under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

In all other respect, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed. In all other respects, the Municipal Maintenance Agreement shall remain in full force and effect without change.

**THE CITY OF BAYTOWN**

**THE STATE OF TEXAS**

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.



By: *Robert D. Lopez*  
City Manager

Date: 7-17-12

Assisted by: *Proctor Payne*  
City Secretary

Approved:

By: *Michael W. Afford*  
Michael W. Afford, PE  
Houston District Engineer,  
Texas Department of Transportation

Date: 11-13-12