

Project Name: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LEGISLATIVE DESIGNATED
HIGHWAY MEMORIAL MARKER AGREEMENT**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Bay City, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the passage of HB 4727 during the 86th Texas Legislature designated a portion of SH 35 as the D.R. "Tom" Uher Memorial Highway, and instructed the State to design and construct memorial markers indicating D.R. "Tom" Uher Memorial Highway; and

WHEREAS, the Texas Transportation Code §225.021 establishes that the State may not design, construct, or erect a marker unless a grant or donation of funds is made to the State to cover the cost of the design, construction, and erection of the marker, and that the State shall repair and replace each marker and maintain the grounds for the marker; and

WHEREAS, the Local Government proposes to pay the State a fixed amount for designing, constructing and erecting this marker(s); and

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 hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. Contract Period:

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

Article 2. Contract Amount:

The Local Government agrees to pay the State the fixed amount of \$ 4,416.00 to cover the State's cost to design, construct, and erect the markers (Project). Payment shall be made by the Local Government to the State before work is to begin on the Project.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

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Article 3. Scope of Work & Maintenance

1. The State will design, construct and erect a marker(s), as identified on "Attachment A".
2. In the event it becomes necessary to repair or replace one or more of these markers or their supports due to age, vandalism or damage, it will be the responsibility of the State to perform the work and pay the costs for such repair or replacement.

Article 4. Termination

This agreement may be terminated by any of the following conditions:

1. By mutual written agreement and consent of all parties.
2. By the State upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
3. By any party, upon the failure of the other party to fulfill the obligation as set forth herein. Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Local Government under this agreement.

Article 5. Amendments

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by the Local Government and the State.

Article 6. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 7. Sole Agreement

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Article 8. Notices

All notices required under this agreement by one party to the other parties shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
	Traffic Engineer – TxDOT 403 Huck St Yoakum, TX 77995

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. The parties hereto may change the above address by sending written notice of such change to the other parties in the manner provided herein.

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Article 9. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT OF City of Bay City, TEXASBy: Shawna D Burkhardt Date: 1/26/22Name: Shawna D. Burkhardt Title: City Manager**THE STATE OF TEXAS**

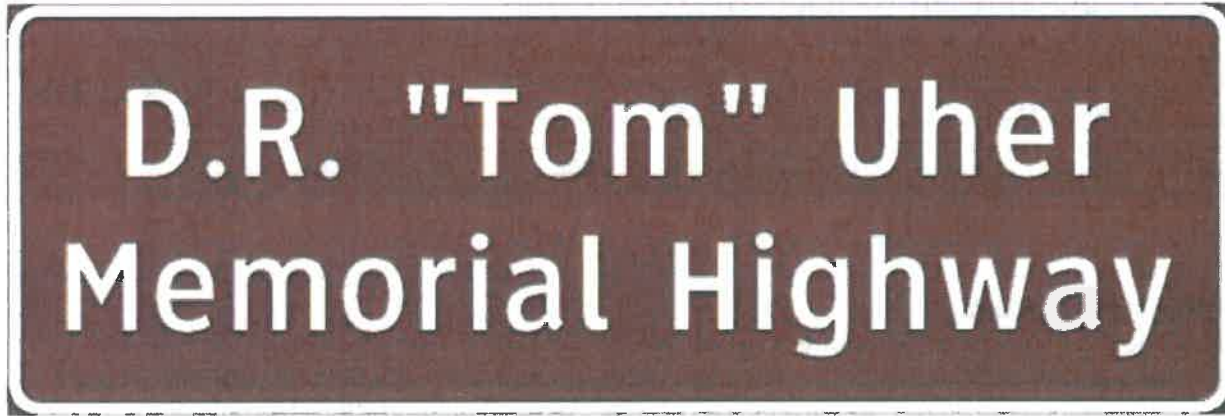
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____ Date: _____

Name: _____ Title: District Engineer

ATTACHMENT A

Description and Location of Legislative Designated Memorial Marker Signs



Signage (two signs) will be installed at the Bay City city limits on SH 35.