

CCO Form: TR39  
Approved: 10/03 (BDG)  
Revised: 03/24 (TLP)  
Modified:

MoDOT District: Southeast District  
MoDOT Agreement Administrator: Jake Butler  
eAgreement No.: 2024-04-83881

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Jackson, Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for installation and lighting maintenance of the portion of US 61.

(2) INSTALLATION OF LIGHTING:

(A) The City shall install 97 luminaires on US 61, Cape Girardeau from approximately Hilltop Dr. to approximately 400' West of Old Orchard Rd. The City will incur the installation expense of the luminaires. The Commission shall be responsible for all maintenance and traffic control devices on and along the roadway US 61, Cape Girardeau from approximately Hilltop Dr. to approximately 400' West of Old Orchard Rd, with the exception of continuous lighting. The plan sheets prepared by Strickland Engineering referencing the luminaries considered to be Continuous Lighting is attached hereto and incorporated by reference as Exhibit A.

(B) The City shall maintain, at the City's cost, continuous lighting within the Commission's limited access right of way. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the continuous lighting. The City shall provide and maintain power at the locations designated.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant

to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information along US 61, Cape Girardeau from approximately Hilltop Dr. to approximately 400' West of Old Orchard Rd concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The Mayor for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons

having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Jason Williams, Assistant District Engineer  
Missouri Department of Transportation  
2675 N. Main St.  
Sikeston, MO 63801  
Fax: (573) 472-5219

(B) To the City:

Dwain Hahs, City Mayor  
City of Jackson  
101 Court St.  
Jackson, MO 63755  
Fax: (573) 243-4588

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(13) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(16) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(19) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(20) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property except the continuous lighting and equipment being installed by the City.

(21) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this \_\_\_\_\_(date).

Executed by Commission this \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**[City of Jackson]**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title **City Mayor**

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title **City Clerk**

Ordinance No. \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Commission Counsel

# EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT

JACKSON, MISSOURI

[illegible]

**UTILITY INFORMATION**  
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN  
ARE BASED ON ABOVE GROUND STRUCTURES AND  
INFORMATION PROVIDED BY THE UTILITY COMPANIES.  
LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES  
MAY VARY FROM LOCATIONS SHOWN. ADDITIONAL  
BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED.  
NO REVISIONS WERE MADE IN THE PROCESS OF THE  
SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

WATER ELECTRIC, GENER  
CITY OF JACKSON  
PUBLIC WORKS DEPARTMENT  
101 COURTHOUSE ST  
JACKSON, MO 67205  
573-242-2300

\* GAS  
AT&S ENERGY  
2270 N HIGH ST  
JACKSON, MO 67205  
573-264-4145

\* TELEPHONE  
SOUTH WESTERN BELL TELEPHONE  
800 BROADWAY  
CAPE GIRARDEAU, MO 67201  
573-338-9400


\* CABLE TV  
CHARTER COMMUNICATIONS  
1920 N KINGSHIGHWAY  
CAPE GIRARDEAU, MO 67201  
573-334-4252

\* MISSOURI ONE-CALL  
1-800-GO-GIRTE

**STRICKLAND  
ENGINEERING**



EAST JACKSON BOULEVARD  
ROADWAY LIGHTING PROJECT


**STICKLAND  
ENGINEERING**

COVER SHEET

As Noted  
/04/2024  
\*\* SW/AW  
**23-135**  
0.0

[illegible][illegible]


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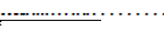
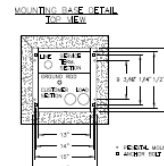
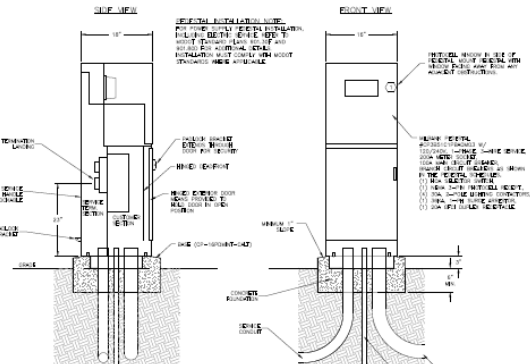
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[illegible]

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18	18-1	18-1-1	18-1-1-1	18-1-1-1	18-1-1-1	18-1-1-1	18-1-1-1
19	19-						

			
姓名: 王小明 性别: 男 出生日期: 1990-01-01 身份证号: 110101199001010001	学号: 123456789 入学日期: 2010-09-01 毕业日期: 2013-06-01	专业: 计算机科学与技术 班级: 计算机科学与技术1班 学号: 123456789	

**IN-GROUND PULL BOX INSTALLATION NOTE:**  
FOR IN-GROUND PULL BOX INSTALLATIONS, REFER TO MDDOT  
STANDARD PLAN SCS-200 FOR ADDITIONAL DETAILS. INSTALLATION  
MUST COMPLY WITH MDDOT STANDARDS WHERE APPLICABLE.













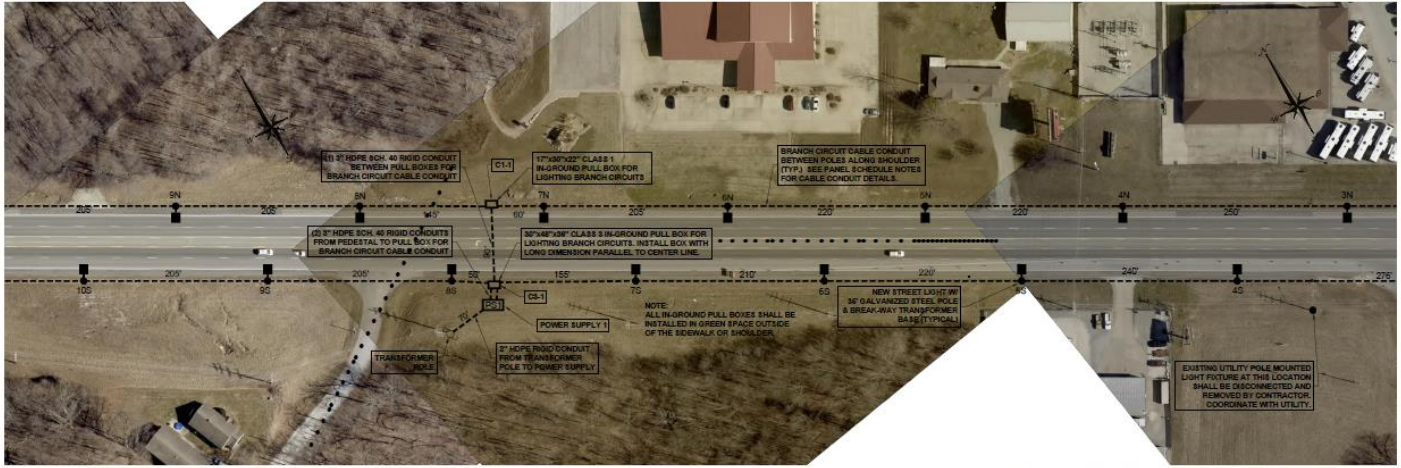
**EAST JACKSON BOULEVARD  
ROADWAY LIGHTING PROJECT**

**STRIKLAND  
ENGINEERING**

10000 W. 10TH AVE. SUITE 100 DENVER, CO 80231  
 303.751.1100 FAX 303.751.1101  
 WWW.STRIKLAND-ENGINEERING.COM

## LIGHTING LAYOUT PLAN

\*\*\*\*\* As Noted  
\*\*\*\*\* 04/04/2024  
\*\*\*\*\* SW/AW  
\*\*\*\*\* 23-135  
\*\*\*\*\* E1.3



1  
E1.4 SCALE: 1" = 50'



2  
E1.4 SCALE: 1" = 50'

PROJECT NO.	2023-135
DATE	04/04/2024
BY	SW/AW
CHECKED	SW/AW
APPROVED	SW/AW
DATE	04/04/2024
PROJECT NAME	EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT
LOCATION	SECTION 1
SCALE	1" = 50'
PROJECT NO.	2023-135
DATE	04/04/2024
BY	SW/AW
CHECKED	SW/AW
APPROVED	SW/AW
DATE	04/04/2024

PROJECT NO.	2023-135
DATE	04/04/2024
BY	SW/AW
CHECKED	SW/AW
APPROVED	SW/AW
DATE	04/04/2024
PROJECT NAME	EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT
LOCATION	SECTION 2
SCALE	1" = 50'
PROJECT NO.	2023-135
DATE	04/04/2024
BY	SW/AW
CHECKED	SW/AW
APPROVED	SW/AW
DATE	04/04/2024

# LIGHTING LAYOUT PLAN

PROJECT NO.	2023-135
DATE	04/04/2024
BY	SW/AW
CHECKED	SW/AW
APPROVED	SW/AW
DATE	04/04/2024
PROJECT NAME	EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT
LOCATION	SECTION 3
SCALE	1" = 50'
PROJECT NO.	2023-135
DATE	04/04/2024
BY	SW/AW
CHECKED	SW/AW
APPROVED	SW/AW
DATE	04/04/2024

E1.4