

CCO Form: TR35  
Approved: 05/00 (BDG)  
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MoDOT District: Southwest  
Commission Agreement No.:2021-07-64263

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
PAINTING/WRAPPING OF TRAFFIC SIGNAL AND LIGHTING FACILITIES AGREEMENT**

This Agreement is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Republic (hereinafter, "City"), whose address is 204 North Main Avenue, Republic, MO 65738.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route 60/413 and Route 174 located within the City limits of Republic in Greene County; and

WHEREAS, the Commission and the City previously entered into Municipal and Cost Apportionment Agreement #2020-01-54951, as to public improvements designated as MoDOT Job No. J8S3159B, for the construction of roadway and pedestrian improvements on Route 60/413 and Route 174; and

WHEREAS, the City has requested to have the traffic signal and lighting equipment and pedestrian equipment painted/wrapped at the intersection of Route 60/413 and Route 174 in said county.

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

(1) PROPOSAL: The City proposes, and the Commission will allow the painting/wrapping of traffic signal and lighting facilities and pedestrian equipment, at the location(s) specified below.

(2) LOCATION: The general location of the traffic signal and lighting facilities and pedestrian equipment to be painted/wrapped pursuant to this Agreement are at the intersection of Route 60/413 and Route 174 as shown on the attached sketch marked "Exhibit A" and made a part of this Agreement.

(3) COSTS: All costs associated with the painting/wrapping of traffic signal and lighting facilities, and their removal in the event of cancellation, will be borne entirely by the City, with no cost incurred by the Commission. Initial Installation cost are detailed in the Commission Agreement #2020-01-54951.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used shall be in accordance with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized

representative.

(5) PAIN/WRAP SPECIFICATIONS:

(A) The paint/wrap specifications for the initial installation are covered in the Job Special Provisions for MoDOT Job No. J8S3159B. If a design is desired, the image of the approved design shall be attached hereto as Exhibit A or attached to the permit issued by the Commission under paragraph (10) below.

(B) The painting/wrapping of the traffic signal and lighting facilities and pedestrian equipment shall not interfere with the operations of the door, handle, hinges, seams, vents, knobs or locking mechanism when present.

(C) The painting/wrapping of signal heads is not authorized by this Agreement.

(6) INSPECTION: Inspection of the initial installation was performed on MoDOT Job No. J8S3159B.

(7) INDEMNIFICATION:

(A) 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.

(B) 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 named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 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.

(C) 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.

(8) COMMISSION RIGHT-OF-WAY: All painted/wrapped traffic signal and lighting facilities within the state-owned Right-of-Way shall remain the Commission's property, and all future alterations, modifications, or maintenance thereof, excluding the paint/wrap system, will be the responsibility of the Commission.

(9) MAINTENANCE:

(A) The City shall provide proper maintenance of the paint/wrap coating at its cost for continuation of appearance of the unique color including the painting/wrapping of any replacement equipment installed or replaced by the Commission. The method of maintenance shall be mutually agreeable between the City and the Commission's District Engineer. Should the City elect to not maintain the paint/wrap on the traffic signal and lighting facilities, the Commission may terminate this Agreement and the Commission's District Engineer shall have full discretion on future appearance to any of the painted/wrapped traffic signals and lighting facilities and pedestrian equipment painted/wrapped pursuant to this Agreement.

(B) All future alterations, modifications, replacement, or maintenance, other than aesthetic painting/wrapping traffic signals, lighting, and pedestrian equipment, will be the responsibility of the Commission. The Commission will only be responsible to replace or repair painted/wrapped signal and lighting equipment and pedestrian equipment with basic MoDOT standard equipment (non-aesthetic/not black powder coated) in accordance with Missouri Standard Specifications for Highway Construction. The City shall be responsible for all repainting/rewrapping costs of any altered or replaced signal, lighting, and pedestrian equipment within the locations designated above.

(C) The Commission will pay the cost of electrical current for the operation of the signals and lighting and pedestrian equipment at these same locations.

(10) PERMITS: Initial painting/wrapping of signal and lighting and pedestrian equipment was performed on MoDOT Job No. J8S3159B. Before beginning any maintenance or repair work on the painted/wrapped signal and lighting equipment, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. Future painting/wrapping shall be covered by a separate permit.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the work to be done pursuant to this Agreement within Commission right-of-way.

(12) HIGHWAY SPECIFICATIONS: All repair work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction and the Standard Plans for Highway Construction. The City shall provide a copy of its contractor's certification of material used.

(13) 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.

(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 convenience or for a material breach of contractual obligations 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) 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.

(17) MISSOURI NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

(18) 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.

(19) 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.

(20) 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.

(21) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(22) 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.

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

Executed by the City on\_\_\_\_\_.

Executed by the Commission on\_\_\_\_\_

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF REPUBLIC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

