

COPY

STATE OF TEXAS §
COUNTY OF POLK §

NAMED MARKER OR MEMORIAL MARKER HIGHWAY SIGN 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 Polk County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, §225.004 establishes that a local government may purchase and furnish to the department a suitable locally identifying memorial marker; and if the director approves the size and type of a marker, the department, on request, may erect the marker at a place most suitable to the department's maintenance operations. The department shall maintain the grounds for a marker. The local government shall repair or replace a marker; and

WHEREAS, the Local Government desires assistance from the State with providing highway marker signs or plaques in accordance with the Texas Manual on Uniform Traffic Control Devices and the State's procedures for the designation FM 2610 as Lance Corporal Richard A. Anderson highway from FM 787 in Liberty County to SH 146 in Polk County to be hereinafter identified as the "Project;" and

WHEREAS, the Local Government proposes to pay the State a fixed amount for furnishing and/or installing these signs; 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. Scope of Work

1. The State will fabricate and/or install the sign(s), as is identified on "Attachment A".
2. The State will fabricate (1) sign for the Polk County end of FM 2610, furnish sign supports and make the sign installations, as is identified on "Attachment A".
3. The Local Government will pay the State a sum of \$ 600.00 for the cost incurred by the State for the project prior to fabrication and/or installation of the sign. 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.

4. In the event it becomes necessary to replace one or more of these signs or their supports due to age, vandalism or damage, it will be the responsibility of the Local Government to pay the costs for such replacement. The cost amount shall be as determined at the time of replacement and shall be agreed upon by both parties prior to the State making replacement.
5. The Local Government shall make its intentions known to the State within thirty (30) days of notification by the State that the signs need repair or replacement. If the necessary funds, in full, are not received within 90 days of the notification that the signs need repair or replacement, the State will remove the signs and dispose of the signs and supports as it deems necessary, and this agreement shall be considered terminated as stated in Article 3.

Article 3. 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 parties 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. If the potential termination of this agreement is due to the failure of the Local Government to fulfill their contractual obligations as set forth herein; the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach as outlined by the State within the period stated in Article 2, paragraph 5.

Article 4. Relationship of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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:

County or City:	State:
Polk County 101 W. Church, Suite 300 Livingston, Texas 77351	Texas Department of Transportation 1805 N. Timberland Dr. Lufkin, Texas 75901

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.

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 COUNTY OF ~~Polk~~, TEXAS

By: *John P. Thompson* Date: 10-13-2009

Typed or Printed Name and Title John P. Thompson
County Judge

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: _____

District Engineer

Date: _____

ATTACHMENT A

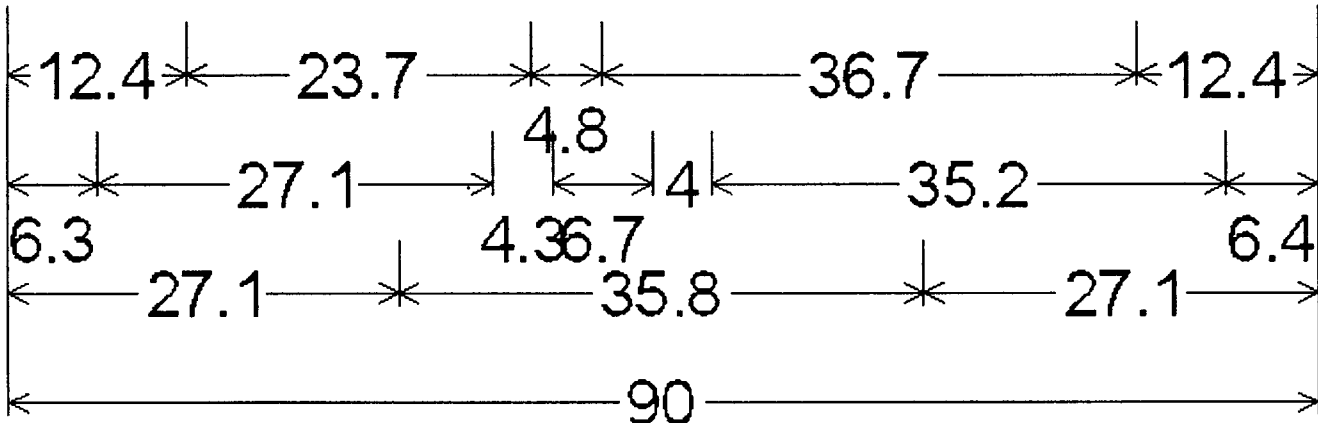
Description and Location of Named or Memorial Marker Signs

The "Lance Corporal Richard A. Anderson Highway" marker sign will be fabricated and erected for placement on the north end of FM 2610 in Polk County near the intersection of SH 146.

The sign will be fabricated as shown on the attached sheet.

Note: Since the project extends into Liberty County on the southern end of FM 2610, Liberty County will be responsible for the cost of the sign in Liberty County on FM 2610 at FM 787. A separate agreement is signed between the Beaumont TXDOT District Office and Liberty County for the naming of FM 2610 in Liberty County.

Lance Corporal Richard A. Anderson Highway



4.5" Radius, 1.0" Border, White on Green;

"Lance Corporal" ClearviewHwy-3-W;

"Richard A. Anderson" ClearviewHwy-3-W 50%

"Highway" ClearviewHwy-3-W;