

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT**

**WHEREAS**, on the **19<sup>th</sup> day of December, 1994**, the Texas Department of Transportation, the "State", and the City of **Lewisville**, 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 of certain state highways and roadways within the City, including **IH-35E** and

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

**WHEREAS**, the City desires to perform additional mowing and litter clean up 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:

**State's Responsibilities**

Reimburse the City for mowing and litter clean up within the entire right-of-way.

Reimbursement shall be limited to 3 mowing cycles per year (in approximately May, August and November) The rate of reimbursement shall be up to current contract prices for mowing and litter costs for Dallas County. Reimbursement for mowing will be **\$55/acre**.

Reimbursement shall be limited to up to **14 litter cycles per year (on a monthly basis)**. The rate of reimbursement shall be up to current contract prices for litter costs for **Denton County**. The current contract price is **\$15.15/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 cycles to **less than 14 per year**.

At the end of the third year, the State will re-evaluate the current prices for both mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or litter 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 Responsibilities (Controlled Access)**

1. Mow the entire right-of-way at locations indicated on the following table:

Facility	Acres
IH 35E (Controlled Access)	66

2. Perform litter clean up at the locations indicated on the following table:

Facility	Acres
IH 35E (Controlled Access)	66

3. Submit invoices and cancelled checks for mowing and litter clean up cycles at intervals as established above.
4. Reimbursement will not be made for portions of the roadway under construction or if it is taken off the state system.

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) materials or activities of itself, its agent, or employees, performed under the agreement with the 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 the 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 three (3) 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 respects, the Agreement shall remain in force and effect without change.

**IN TESTIMONY WHEREOF**, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

**THE CITY OF LEWISVILLE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Executed and approved for 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.

**APPROVED:**

By: \_\_\_\_\_

Mohammed K. Bur, P.E.  
Dallas District Engineer  
Texas Department of Transportation

Date: \_\_\_\_\_