

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF SAFETY LIGHTING
SYSTEMS WITHIN A MUNICIPALITY
SH 180
From: Pine Street
To: Riverside Drive**

THIS AGREEMENT, dated this ____ day of ____, ____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Fort Worth, Tarrant County, Texas, acting by and through its duly authorized officers under a ordinance or resolution passed the ____ day of _____, 20_____, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the City has requested permission from the State to construct, maintain, and operate a safety lighting system on the highway designated as SH 180 within the limits from Pine Street to Riverside Drive inside the City. Within the City, said lighting system hereinafter referred to as the "lighting system" is to consist of safety lighting to be built and financed by City; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the City will construct said highway lighting system, conditioned that the City will maintain and operate said lighting system.

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. CONSTRUCTION RESPONSIBILITIES

A. The City will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As this lighting system project is developed to construction stage, either as a unit or in increments, the City will submit plans and specifications of the proposed work to the State and will secure the State's consent to construct the lighting system prior to awarding the contract; said State consent being signified by the signatures of duly authorized State officers in the spaces provided on the title sheet of the plans containing the following notation.

"Attachment No. _____ to special AGREEMENT FOR CONSTRUCTION,

MAINTENANCE, AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN A
MUNICIPALITY (Specific Limits) dated _____.

The construction, maintenance, and operation responsibilities for the lighting system shall be a heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part.”

- B. All costs of constructing and maintaining the lighting system will be borne by the City, and the lighting system will remain the property of the City.

Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES

- A. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the illumination system as designated in the plans. The City further agrees to maintain and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary (those due to theft also), without cost to the State.
- B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is started. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to construction completion. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
- C. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the City or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

Article 3. GENERAL

- A. This Agreement shall remain in force unless modified by mutual agreement by both parties
- B. The State will not incur any financial obligation to the City as a result of the Agreement.
- C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
- D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
- E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
- F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.
- H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.

- I. In case any 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. This Agreement constitutes the sole and only agreement for safety lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting within subject matter.
- K. At the request of the State, the City shall submit any information required by the State in the format directed by the State pertaining to the lighting system.

Article 4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Each party is signing this agreement on the date stated below that party's signature.

THE CITY OF FORT WORTH

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

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 _____
Fort Worth District Engineer