

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING  
SYSTEMS WITHIN A MUNICIPALITY  
(Blanket Agreement)**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

THIS AGREEMENT, 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 Mansfield, for all City boundaries located in both Tarrant and Johnson Counties, Texas, acting by and through its duly authorized officers under an 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.

**W I T N E S S E T H**

**WHEREAS**, the City has requested the State to contribute financial aid in the construction, maintenance and operation of a continuous highway lighting system in accordance with 43 Texas Administrative Code, § 25.11. Within the City, said continuous lighting system hereinafter referred to as the "lighting system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

**WHEREAS**, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in Texas Administrative Code § 25.11 and Transportation Code §221.002, 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:

**A G R E E M E N T**

**Article 1.     CONSTRUCTION RESPONSIBILITIES**

- A. The State 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 a project is developed to construction stage, either as a unit or in increments, the State will submit

plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract, said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of plans containing the following notation:

"Attachment No. \_\_\_\_\_ to special AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY, (BLANKET), dated \_\_\_\_\_. The City-State construction, maintenance and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

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

**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 lighting system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, 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 completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
- C. The City shall 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 State 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 for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties.
- B. The State will not incur any financial obligation to the City as a result of this 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, or 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 lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
- K. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **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.

#### **Article 5. AUDIT**

The State Auditor may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

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

ATTEST:

CITY OF: \_\_\_\_\_

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

\_\_\_\_\_  
(Title of Signing Official)

\_\_\_\_\_  
(Date)

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.

APPROVED:

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

District Engineer

\_\_\_\_\_ District

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