

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF SAFETY LIGHTING  
SYSTEMS WITHIN MUNICIPALITIES**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Deer Park, Harris County, Texas**, acting by and through its duly authorized officers under a resolution or ordinance passed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereinafter called the "City," party of the second part.

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

**WHEREAS**, in order to provide a more adequate facility to the traveling public, the construction, maintenance, and operation of certain safety lighting systems is required within the corporate limits of the City. Within the City, said safety lighting system, hereinafter referred to as the "lighting system," is to consist of safety 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, maintain, and operate said lighting systems, subject to the conditions and provisions stated herein, as provided for in Section 25.11, Texas Administrative Code and Section 220, Texas Transportation Code.

**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 AND MAINTENANCE 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:

Agreement No. \_\_\_\_\_

**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 \_\_\_\_\_  
District Engineer

"Attachment No. 01-06 to special AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITIES, 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 construction, maintenance, and operation of the lighting system will be borne by the State, and the lighting system will remain the property of the state.

**Article 2. GENERAL**

A. The State's obligation for operation and maintenance of the lighting system shall cease should the route on which it is located be dropped from the State Highway System.

B. This Agreement will cease to apply to sections of the lighting system in the event that those sections are removed or become a part of a continuous illumination system.

C. This agreement shall remain in force for a period of two years from the date that it is signed by the State, and it is understood by both parties that at the end of the initial two-year period, the Agreement will be automatically renewed for two-year periods thereafter unless modified by mutual agreement of both parties. In the event that the lighting system installed in accordance with this Agreement becomes unnecessary or is removed for any reason, this agreement will terminate.

D. 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.

E. 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.

IN WITNESS WHEREOF, the parties have thereunto affixed their signature, the City of Deer Park on the 3<sup>rd</sup> day of October, 2017, and the Texas Department of Transportation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CITY OF DEER PARK**

Executed on behalf of the City:

By [Signature] Date 10/3/17  
Typed or Printed Name and Title Jerry Mouton  
Mayor