

Texas Department of Transportation
TECHNICAL PROVISIONS

STATE HIGHWAY 360

Attachment 5-2
Municipal Maintenance Agreement
Highway Lighting

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF SAFETY LIGHTING
SYSTEMS WITHIN MUNICIPALITIES
(State Maintains and Contracts for Power)
(Blanket Agreement)**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, dated this 22ND day of APRIL, 1998, 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, Tarrant County, Texas, acting by and through its duly authorized officers under a resolution or ordinance passed the 25th day of August, 1997, 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 Article 6673b, Vernon's Texas Civil Statutes.

A G R E E M E N T

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:

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:

"Attachment No. _____ 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.

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 Mansfield on the 26TH day of January, 1998, and the Texas Department of Transportation on the 22ND day of April, 1998.

CITY OF MANSFIELD

BY: Duane Murray
Signature

Duane Murray, Mayor
Type Name and Title

Date _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 100002 and Administrative Circular 26-93, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

By: Londell Laga
District Engineer

Ft Worth District

Date: 4-22-98

RESOLUTION NO. 1113

**A RESOLUTION AUTHORIZING THE CITY OF
MANSFIELD TO ENTER AN AGREEMENT WITH
THE TEXAS DEPARTMENT OF
TRANSPORTATION TO CONSTRUCT, MAINTAIN
AND OPERATE SAFETY LIGHTING SYSTEMS.**

WHEREAS, the Texas Department of Transportation desires to construct, maintain and operate safety lighting systems on state highways within the City of Mansfield; and,

WHEREAS, the City of Mansfield desires to allow the Texas Department of Transportation to perform this work for the safety of the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

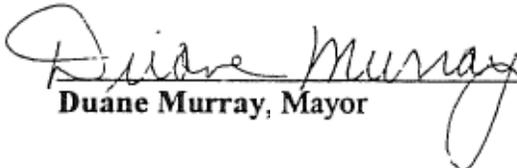
Section 1.

The Mayor is hereby authorized to execute an AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITIES with the Texas Department of Transportation.

Section 2.

The Mayor is hereby authorized to indicate the City of Mansfield's consent of all projects by signing the title sheet of the construction plans.

PASSED AND APPROVED THIS THE 25th day of August, 1997.



Duane Murray, Mayor

ATTEST:



Judy Howard, City Secretary