

**Texas Department of Transportation**  
**BOOK 2 – TECHNICAL PROVISIONS**  
**FOR**  
**LOOP 375 - BORDER HIGHWAY WEST EXTENSION**  
**PROJECT**  
**Design-Build Project**

**ATTACHMENT 5-2**  
**AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND**  
**OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN**  
**MUNICIPALITIES**

**August 22, 2014**

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

STATE OF TEXAS            )  
                                  )  
COUNTY OF EL PASO        )

THIS AGREEMENT dated this   1   day of \_\_\_\_\_,  
19  90  , by and between the State of Texas, hereinafter referred to  
as the "State", party of the first part, and the City of El Paso,  
El Paso County, Texas acting by and through its duly authorized  
officers under a resolution passed the   16<sup>th</sup>    
day of   January  , 19  90  , 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 State Highway and Public Transportation  
Commission; and

WHEREAS, the Engineer-Director, acting for and in behalf of  
the State Highway and Public 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 Highway Commission Minute Order No. 82420.

#### AGREEMENT

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. 1 to special AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITY, dated \_\_\_\_\_, 1990.

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 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 even that the lighting system installed in accordance with this Agreement becomes unnecessary or is removed for any reason, this Agreement will terminate.

IT WITNESS WHEREOF, the parties have thereunto affixed their signatures, the City of El Paso on the 16<sup>th</sup> day of January, 1990 and the State Department of Highways and Public Transportation on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE CITY OF EL PASO

*S. Hagan*  
Mayor

ATTEST:

*Erica N. Alvarez*  
City Clerk

APPROVED AS TO FORM:

*Nancy L. Moore*  
Assistant City Attorney

APPROVED AS TO CONTENT:

*J. Dryden Smith*  
Director of Traffic and  
Transportation  
J. Dryden Smith, Jr., P.E.

THE STATE OF TEXAS

Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

APPROVED:

By: *Cheryl K. Tustal*  
Traffic Operations Engineer

DATE 3-8-90

NLM:lclII  
Light.Agree  
Form 1397

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement between the City of El Paso and the State of Texas, on behalf of its State Highway and Public Transportation Commission, for the construction, maintenance, and operation of safety lighting systems within the City of El Paso in accordance with State Department of Highways and Public Transportation Minute Order Number 82420.

ADOPTED this 16<sup>th</sup> day of January,  
19 90.


THE CITY OF EL PASO

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Director of Traffic and  
Transportation  
J. Dryden Smith, Jr., P.E.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

NLM6:Highway.agree  
NLM:lcl