STATE OF TEXAS §

COUNTY OF TRAVIS §

HISTORIC ROADS AND HIGHWAYS PROGRAM
SIGN AGREEMENT

This Texas Historic Roads and Highways Program Sign Agreement (“**Agreement**”) is made between the State of Texas (“**State**”), acting through the Texas Department of Transportation, and {enter local government name} (“**Local Government**”), acting through its duly authorized officials.

Background

Texas Government Code, § 442.025 provides that the Texas Historical Commission (“**THC**”) and the Texas Department of Transportation (“**TxDOT**”) shall cooperate to “establish a program for the identification, designation, interpretation, and marketing of Texas historic roads and highways.”

Title 13, Texas Administrative Code, § 21.32 establishes the Historic Roads and Highways Program; provides a local government may participate in the program; and provides that TxDOT is not required to construct or erect a marker unless a grant or donation of funds are provided to cover the cost of the design, construction, and erection of the marker.

Title 13, Texas Administrative Code, § 21.31(1) lists each highway officially designated as a “historic highway”

Texas Transportation Code, §§ 201.103, 221.002 establish that TxDOT shall design, construct and operate a system of highways in cooperation with local governments.

Local Government desires to mark one or more within its jurisdiction historic highways by designing, constructing, and erecting one or more marker.

Local Government has submitted proposed sign designs and locations to THC and the sign designs and locations have been approved by both THC and the TxDOT Traffic Operations Division.

Therefore, State and Local Government agree as follows:

Agreement

# Period of Agreement

Agreement becomes effective when signed by the last party whose signing makes Agreement fully executed. Agreement shall remain in effect until terminated as provided in Section 4, Termination of Agreement.

# Scope

## Local Government shall provide, install, and maintain the Historic Roads and Highways Program signs listed in Attachment A, Sign Listing.

## Unless explicitly stated otherwise in this agreement, Local Government is solely responsible for providing all materials and services required to perform the work described in this scope.

## Attachment B, Location Map, indicates the general location of each sign listed in Attachment B, Location Map.

### State will determine exact location in field.

### Local Government shall arrange for utility location. If a utility conflict exists, Local Government shall notify State and adjust location as instructed by State.

## Local Government shall not install a sign unless the sign design has been approved by THC and TxDOT.

## If it becomes necessary to repair or replace one or more of the signs or their supports due to age, vandalism, or damage, Local Government shall:

### No later than 24 hours following knowledge of issue, visit sign location to mitigate any dangers to the public and

### Make any necessary repairs or replacements

#### No later than 30 days following knowledge of issue or

#### Within a time agreed to in writing by State.

## If State determines it is necessary to remove or relocate a sign, Local Government shall remove or relocate the sign within 7 days of notification by State.

## Local Government shall use appropriate traffic control when performing work on State right of way.

## State may, without incurring any liability, take steps State deems necessary to protect its interests or public safety, including removing a sign and its support.

# Policies, Standards, and Procedures

Local Government shall perform all work in accordance with latest editions (i.e., applicable at the time of performance) of the following:

### Texas Manual on Uniform Traffic Control Devices;

### Traffic Engineering Standard Sheets (published by TxDOT);

### Compliant Work Zone Traffic Control Devices List (published by TxDOT);

### Traffic Control Plan (TCP) & Work Zone (WZ) Reference Guide (published by TxDOT);

### All other TxDOT manuals and procedures determined applicable by State.

# Termination of Agreement

## This agreement remains in effect unless terminated by:

### Mutual written consent and agreement of both parties;

### Any party with 90 days written notice; or

### By either party, upon the failure of the other party to fulfill its obligations set forth in this agreement. The breaching party shall pay any cost incurred due to its breach of contract.

## If the potential termination of this agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that a breach of contract has occurred. Local Government shall remedy the breach within the 30 days following notification or a period mutually agreed upon by both parties.

## At termination, Local Government shall remove all signs and sign supports including foundations from State right of way.

# Insurance

## Before Local Government or its contractor performs any work on State right of way, the entity performing the work must provide State a fully executed copy of TxDOT Form 1560, Certificate of Insurance, verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way.

## Local Government shall ensure the coverage is maintained until all work on State right of way is complete.

## If coverage is not maintained, Local Government, or entity performing the work, shall immediately cease all work on State right of way, and State may recover damages and all costs of completing the work.

# Relationship of the Parties

## Neither party is an agent, servant, or employee of the other party. Each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

## This is not a joint venture or enterprise. If a court should find that the parties are engaged in a joint venture or enterprise, then Local Government shall pay any liability adjudicated against State for acts and deeds of Local Government or Local Government’s employees, representatives, or agents during the performance of this agreement, including attorney fees that may be incurred in litigation or otherwise resisting said claim or liabilities.

# Amendments

All changes to time frame of performance, character, or provisions of this agreement, or obligations of the parties under this agreement, must be enacted by formal executed written amendment.

# Legal Construction

## If one or more of the provisions contained in this agreement is for any reason held invalid, illegal, or unenforceable, in any respect, this agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in the agreement.

## This agreement does not convey any real property interests.

# Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

# Compliance with Laws

## The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

## Upon State’s request, Local Government shall furnish State with satisfactory proof of compliance.

# Governing Laws and Venue

## The laws of the State of Texas govern all matters arising out of this agreement.

## All suits arising out of or related to this agreement shall be filed in a court of competent jurisdiction in Travis County, Texas.

# Remedies

This agreement does not specifying the exclusive remedy for any default. All remedies existing at law and in equity may be availed of by either party and are cumulative.

# Notices

All notices required under this agreement by one party to the other party must be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

|  |  |
| --- | --- |
| **Local Government** | **State** |
| {enter title of person to receive notices}{enter local government name}{enter street address or PO box}{enter city}, TX {enter zip code} | {select district} District EngineerTexas Department of Transportation{enter street address or PO box}{enter city}, TX {enter zip code} |

Unless otherwise noted in this agreement, notices are deemed given on the date delivered or deposited in the mail. A party may change its notification address by sending written notice of the change to the other party.

# Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into the agreement on behalf of the party represented.

Each party is signing this agreement on the date stated opposite that party’s signature.

{enter local government name}

Date: By:

{enter signatory name}

{enter signatory title}

**THE STATE OF TEXAS**

Date: By:

{enter signatory name}

{select district} District Engineer

Texas Department of Transportation

Attachment A

Sign Listing

Attachment B

Location Map