

CCSJ #		0924-06-674	
AFA CSJs		0924-06-674	
District #	24	AFA ID	Z00012629
Code Chart 64 #		13400	
Project Name		Olive Ave Crossing (DOT#741059K)	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD CROSSING APPROACHES
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“**TxDOT**”), and the City of El Paso, acting by and through its duly authorized officials (“**Local Government**”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“**FHWA**”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“**Section 130**”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified Union Pacific Railroad (“**Railroad**”) highway-rail grade crossing DOT# 741059K crossing Olive Avenue in the City of El Paso, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade from passive railroad warning devices to active railroad warning devices (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs, pavement markings, approach transitions, and other items as listed in Attachment B, that the Local Government will be responsible for maintaining; and

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WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated **{select date here.}**, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

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:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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7. Notice

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

Local Government:	State:
City of El Paso	Director of Contract Services
ATTN: CID Director of Grant Funding Programs	Texas Department of Transportation
P.O Box 1890	125 E. 11 th Street
El Paso, Texas 79950-1890	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. 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 agreement's subject matter.

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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

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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.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signature

Typed or Printed Name

Typed or Printed Title

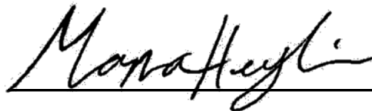
Date

APPROVED AS TO CONTENT:



Joaquin Rodriguez

APPROVED AS TO FORM:



Mona Heydarian,
Assistant City Attorney

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

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Attachment A LOCATION MAP SHOWING PROJECT



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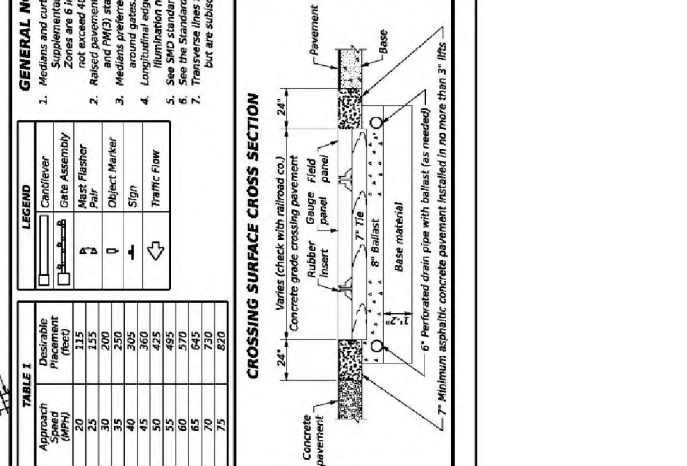
Attachment B SCOPE OF WORK (SOW)

- The Railroad or its Contractor shall remove the existing crossbucks and dispose of foundations.
- The Railroad or its Contractor shall install flashing lights with gates.
- The Railroad or its Contractor shall install climate-controlled signal cabin with constant warning technology.
- The Railroad or its Contractor shall install a new 24' concrete crossing surface.
- The Railroad or its Contractor shall furnish, install and maintain crossbuck (R15-1) signs, number of track (R15-2P) signs when needed, emergency notification (ENS, I-13) signs, and sign mounting brackets.
- The City agrees to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.
- The City agrees to trim and maintain trees and vegetation along roadway approaches within their jurisdiction for adequate visibility of the crossing signals and advance warning signs as installed.

NOTES

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices and the attached standard sheets for the installation or upgrade of railroad warning devices.

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets for the installation of the railroad crossing surface.

[illegible]

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GENERAL NOTES:

1. Railroad company to provide active traffic control devices, Grade Crossing (Crossbuck) (R15-1), Number of Tracks (R15-2/9) plaque (if more than 1 track), and Emergency Modification (E12-1) signs.
2. Low Ground Clearance Grade Crossing (W10-3) signs may be relocated further from the crossing if the railroad company provides a clearance warning sign.
3. Grade Crossing and Intersection Advance Warning (W10-2) signs may be modified as needed to fit roadway geometry.
4. Table 1 placement distances may vary per the Placement of Warning Signs section as needed to fit roadway geometry.
5. See Table 1 to determine placement of Stop Ahead (W3-1) and Yield Ahead (W3-2) signs unless shown otherwise.
6. DO NOT STOP ON TRACKS (R8-8) signs are installed when potential for vehicles stopped on tracks is determined by a qualified engineer. Install no sign if no potential for vehicles stopped on tracks.
7. See the Standard Highway Sign Designs for Texas (SHSD) for sign and pavement marking details.

Approach Speed (MPH)	Optional Placement (ft)
20	215
25	255
30	295
35	335
40	375
45	415
50	455
55	495
60	535
65	575
70	615
75	655
80	695

PASSIVE CROSSING

1. A STOP or YIELD sign may also be installed to the left of the crossbuck sign, rather than below it, when 25 ft. from traveled way of adjacent roadway.

2. A 2 in. white reflective arrow shall be painted on front and back of crossbuck sign.

3. See the Crossbuck Assemblies with YIELD or STOP Signs at Passive Grade Crossings section of the MUTCD for details about sign mounting arrangements.

PATHWAY CROSSING

1. A shared use path is considered a separate pathway crossing when more than 25 ft. from traveled way of adjacent roadway.

2. See the Design of Bicycle Signs section within the MUTCD for sign details.

GRADE CROSSING NEAR A PARALLEL STREET

NOTE: This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-intersection design below.

TWO-WAY

See Table 1

TWO-WAY WITH MEDIAN

Minimum 7' median width to support sign

See Table 1

ONE-WAY

See Table 1

T-INTERSECTION

NOTE: Railroad crossing pavement markings and signs should be installed between near edge of intersection and near rail if less than 100 ft. Grade Crossing and Intersection Advance Warning (W10-2) signs should only be installed on roadway parallel with rail in this case.

* Use Table 1, if sufficient space exists.

TWO ADJACENT CROSSINGS

See Table 1

DISCLAIMER:

This is a standard for use by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any express or implied use. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results resulting from its use.

RAILROAD CROSSING DETAILS SIGNING & STRIPING

RCD(2)-25

Texas Department of Transportation

DATE: 01/01/2017

BY: [Signature]

APP: [Signature]

REV: [Signature]

Includes a NO TRAIN ZONE (W10-4a) plaque if crossing is in a Quiet Zone. If needed, is mounted below W10-2/W10-3 signs.

4. Sign spacing may be increased on a condition that the "AHEAD" sign may be placed at least 100 feet from the work zone.
5. A "SLOW" sign may be placed at least 100 feet from the work zone.
6. A "SLOW" sign with a "T" may be used on projects with less than 2000 ft. of work in advance of the crew or crew equipment directly affecting the performance of the work.
7. A "SLOW" sign with a "T" may be used on projects with less than 2000 ft. of work in advance of the crew or crew equipment directly affecting the performance of the work.
8. The traffic control to remain in place, Type B barricades or other channelizing devices may be substituted for the slow down sign.
9. The "SLOW" sign may be placed off the paved surface, next to the work zone.
10. Signs shown in order to protect work zones.

TCP (1-20)

7. R1-2 "IELD" sign traffic control may be used on projects with advance that have adequate sight distance. For projects in urban areas, work spaces should be no longer than 100 feet. For projects in rural areas, work spaces should be no longer than 200 feet.
8. R1-2 "IELD" sign with R1-36 "TO OCAINING TRAFFIC" plaque shall be placed on the approach to a road minimum warning length.

TCP (1-20)

9. R1-2 "IELD" sign may be used on projects with advance that have adequate sight distance. For projects in urban areas, work spaces should be no longer than 100 feet. For projects in rural areas, work spaces should be no longer than 200 feet.
10. Signs shown in order to protect work zones.
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Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER