

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-50-147	AFA ID	Z00011615	CFDA No.	20.205
AFA CSJs	0902-50-147			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	06600		
Project Name	REPLACING SIGNS, STRIPING AND MARKINGS AT ALL RAILROAD CROSSINGS IN JOHNSON COUNTY			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS     §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT FOR  
LOCAL GOVERNMENT MAINTENANCE OF  
RAILROAD PAVEMENT MARKINGS AND SIGNS  
(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 Burleson**, 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 BNSF Railway and Union Pacific Railroad highway-rail grade crossings in the City of Burleson, that is located as shown in Attachment A; and

**WHEREAS**, TxDOT has initiated a **Section 130 project** with the Railroad(s) 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,

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**WHEREAS**, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

**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.

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**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).

**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:

<b>Local Government:</b>	<b>State:</b>
<u>City Manager</u>	Director of Contract Services
<u>City of Burleson</u>	Texas Department of Transportation
<u>141 W. Renfro Street</u>	125 E. 11 <sup>th</sup> Street
<u>Burleson, Texas 76028-4296</u>	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

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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 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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

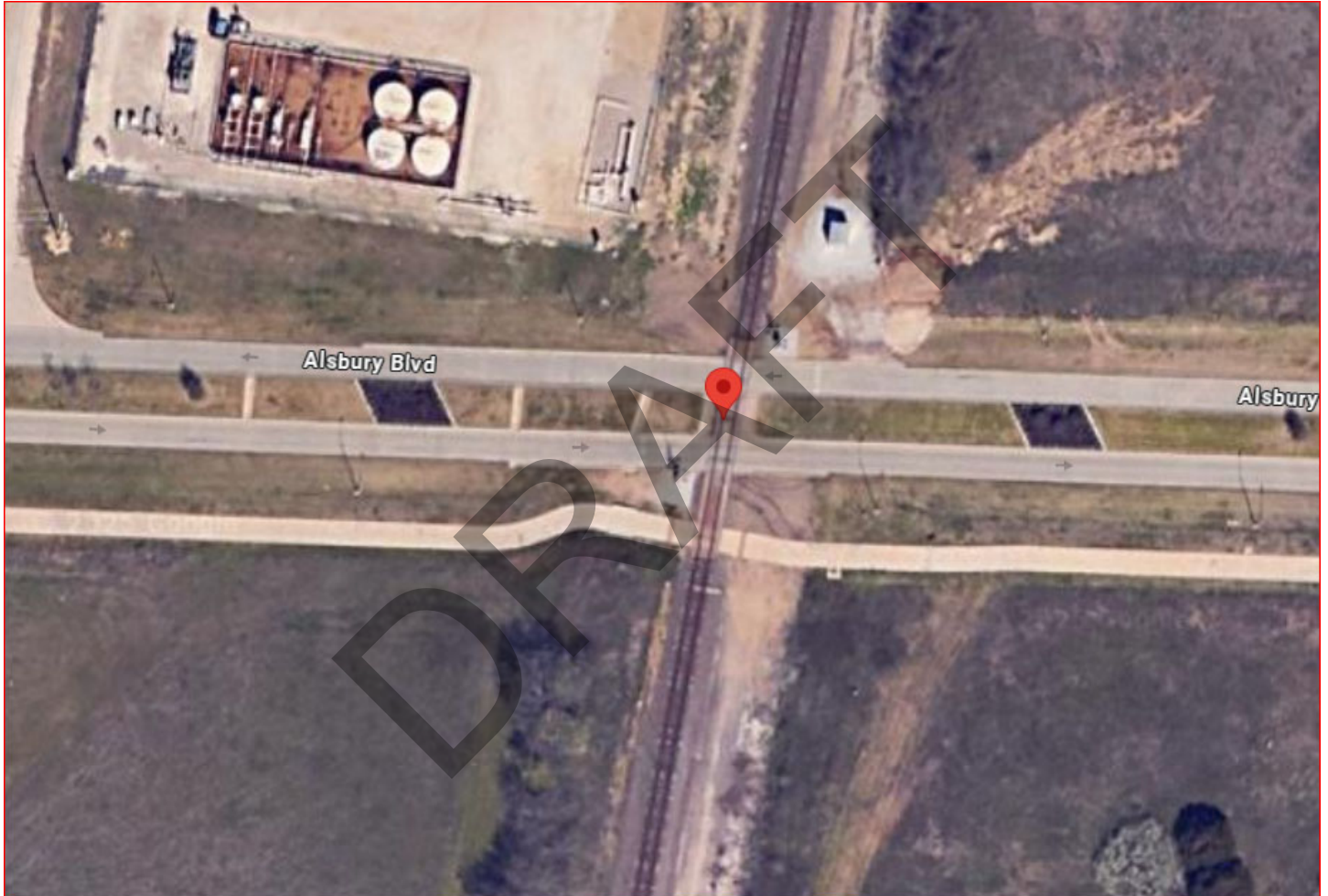
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Date

DRAFT

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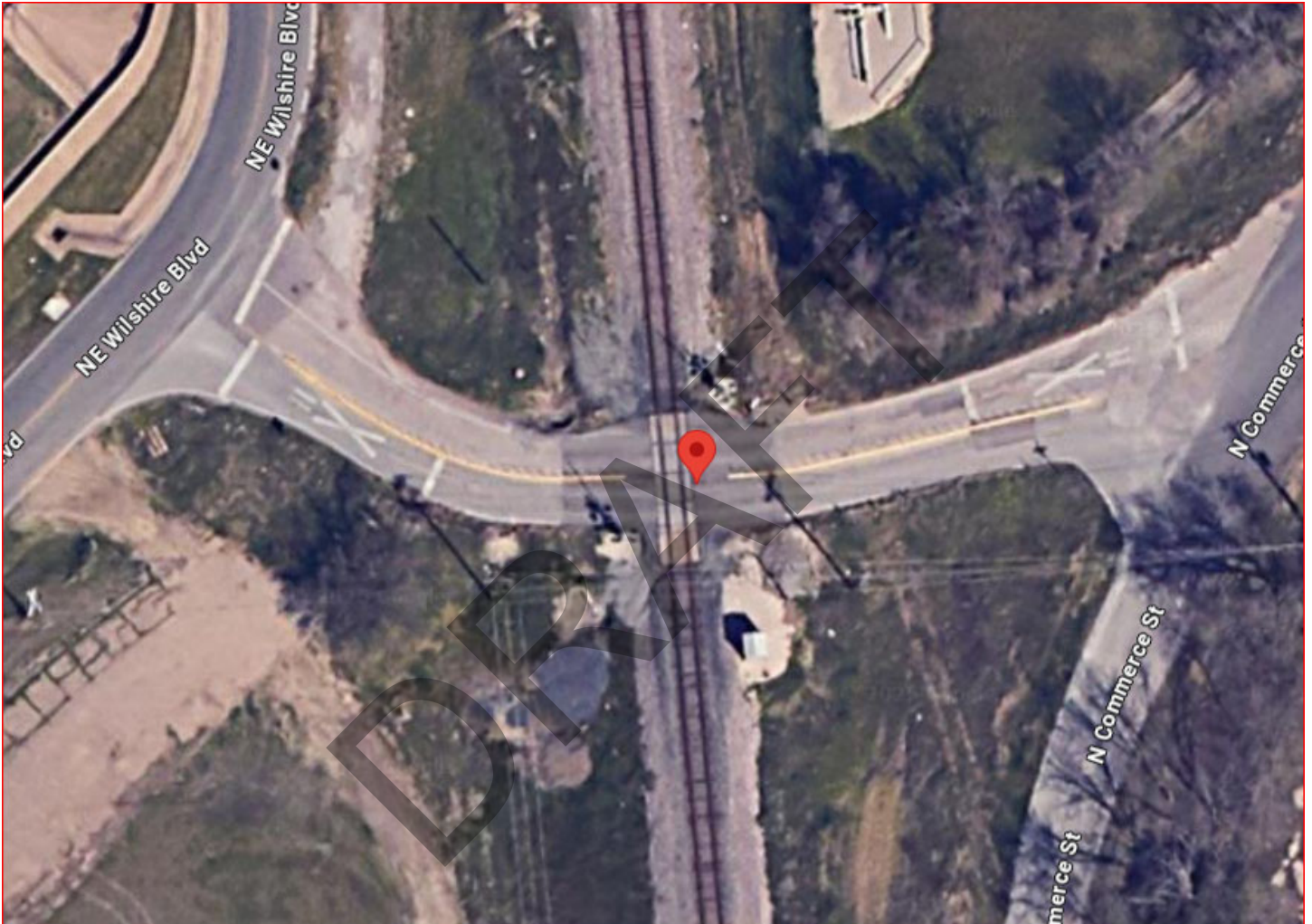
ATTACHMENT A  
PROJECT LOCATION MAP

DOT 020664T



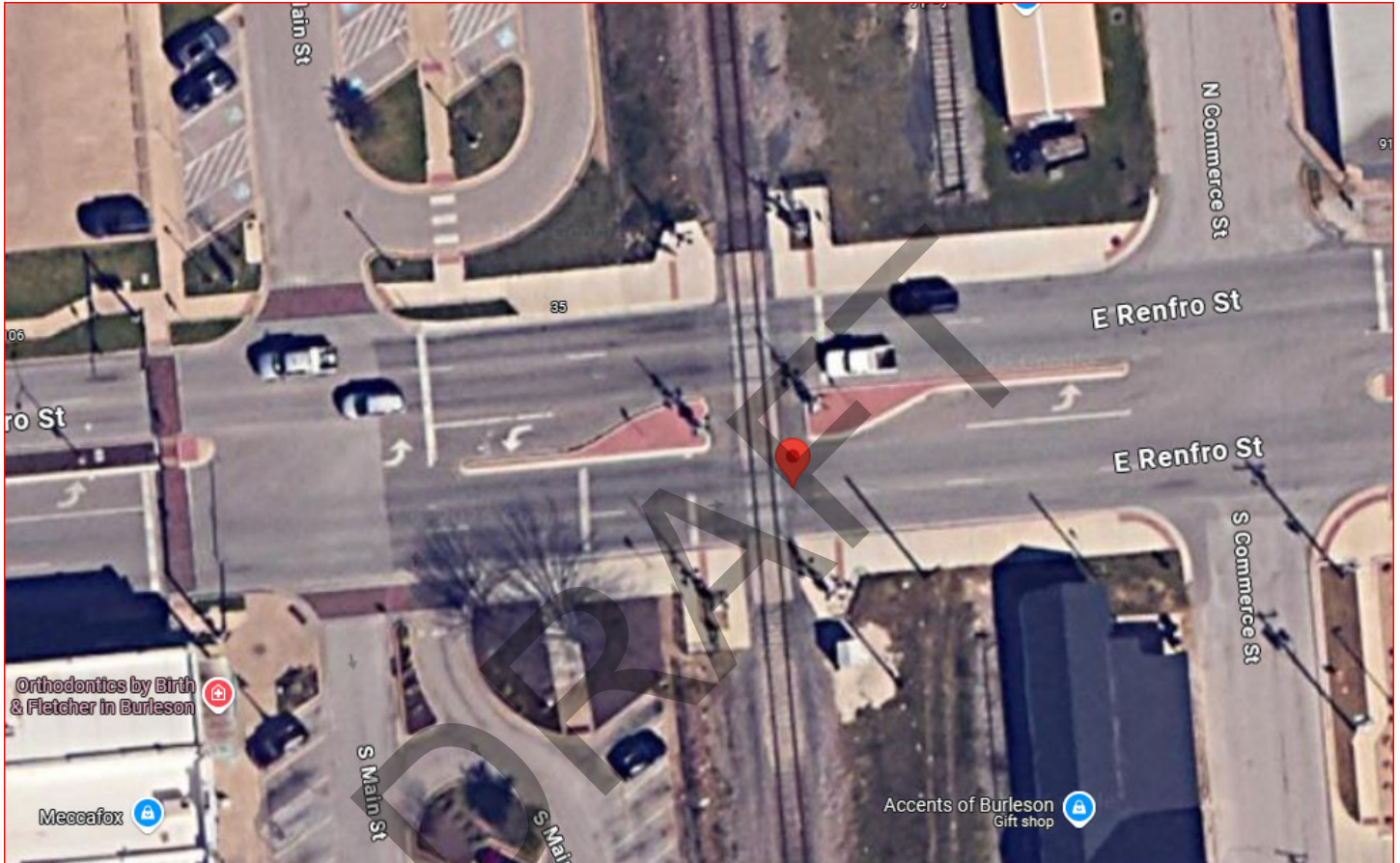
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DOT 415970E



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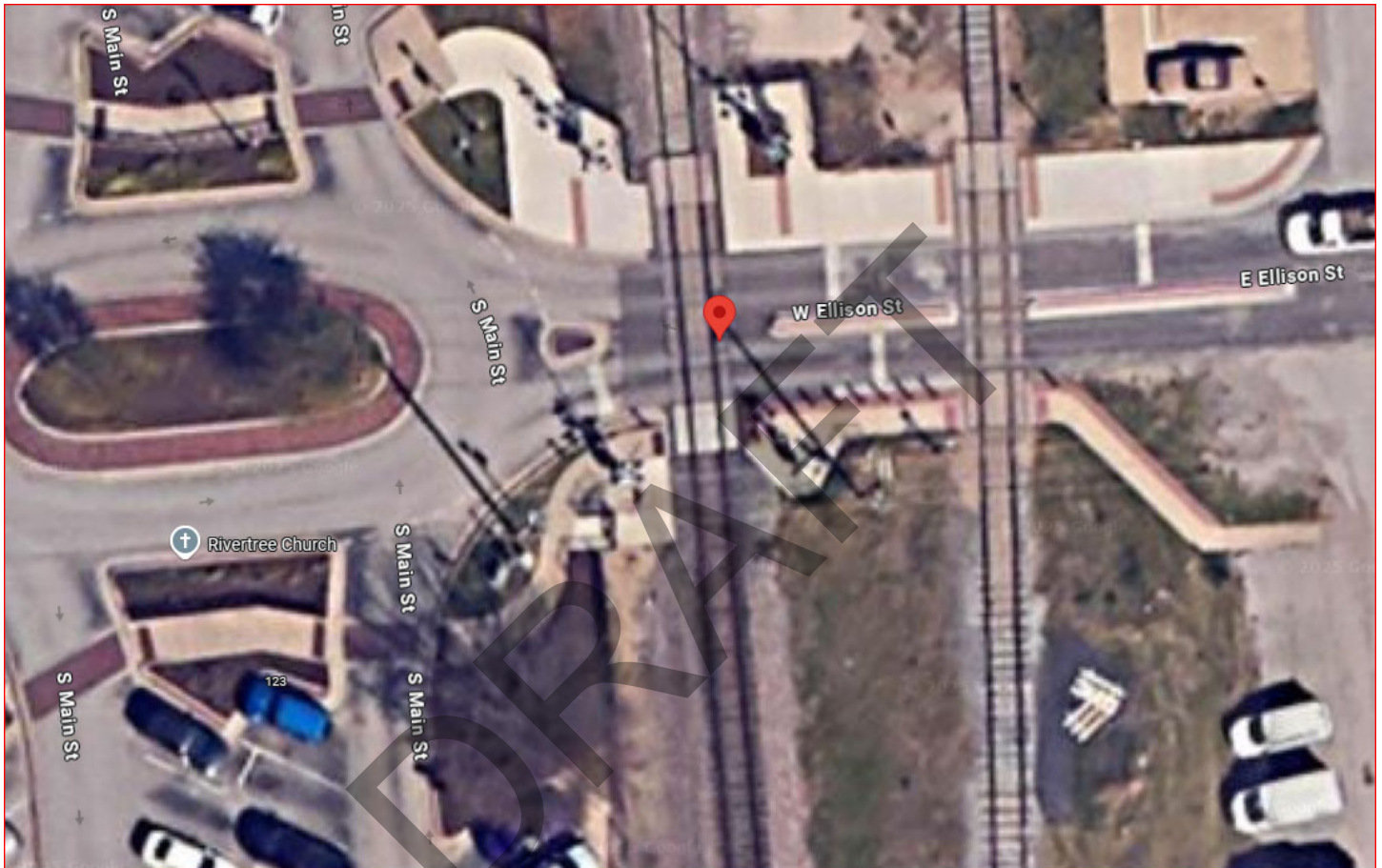
DOT 415972T





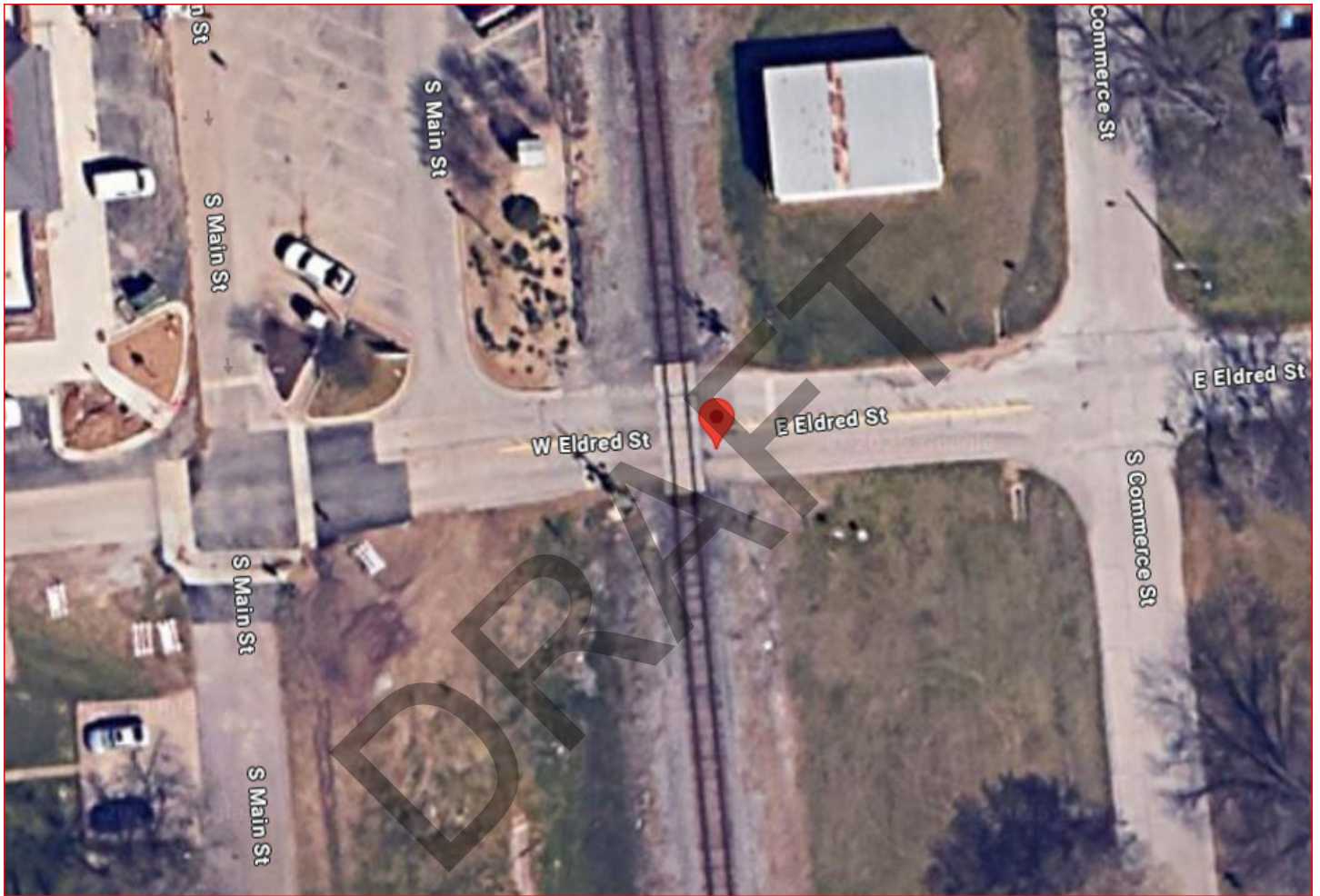
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DOT 415973A



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DOT 415974G



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## ATTACHMENT B SCOPE OF WORK

Project Signing & Striping Contract - CSJ 0902-50-147  
 Various Locations (see table below)  
 City of Burleson, Texas

### SCOPE OF WORK

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

### Location List:

DOT	Railroad	Crossing Street	DOT	Railroad	Crossing Street
020664T	BNSF	Alsbury Boulevard	415970E	UPRR	Commerce Street
415972T	UPRR	West Renfro Street	415973A	UPRR	East Ellison Street
415974G	UPRR	East Eldred Street			

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**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

**ORDINANCE OR RESOLUTION NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM)**

**WHEREAS**, the Texas Department of Transportation (TxDOT) has identified the BNSF Railway and Union Pacific Railroad highway-rail grade crossing list in the City of Burleson, by convening a Diagnostic Team comprised of interested parties of the Railroad, State and Local government officials for an inspection; and

**WHEREAS** the Diagnostic Team found that the highway-rail grade crossing and approaches to the highway-grade crossing are in need of upgrades for to be in compliance with Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

**WHEREAS**, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossings into compliance with Federal, State and industry regulatory standards; and

**WHEREAS**, at the completion of the project, City of Burleson, shall receive from TxDOT at no cost, the installed improvements that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

**WHEREAS**, after accepting the roadway signage and pavement markings as locally owned facilities, City of Burleson agrees to maintain the installed roadway signage and pavement markings to the standards of the City of Burleson and in compliance with the TMUTCD.

**WHEREAS**, City of Burleson, authorizes an Advance Funding Agreement for Local Government Maintenance of Railroad Crossing Approaches (Off-System) with Texas Department of Transportation for the City of Burleson to maintain the installed improvements in the standards of the City of Burleson. The authorized representative of the City of Burleson is authorized to execute all documents necessary to complete this transaction.

**BE IT RESOLVED BY THE CITY OF BURLESON COUNCIL OF THE CITY OF BURLESON, TEXAS:**

That the City of Burleson Council authorizes an Advance Funding Agreement with the State of Texas for the maintenance of railroad crossing signs and pavement markings installed on as shown in Attachment A.

The City Manager is authorized to execute all documents necessary to complete this transaction.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this  day of  Month, Year.

\_\_\_\_\_  
**NAME, TITLE OF AUTHORIZED SIGNER**  
City of Burleson, Texas