

PROJECT AGREEMENT FOR

FEDERAL-AID RAILROAD PROJECT

RRCS-220C(053)CS, J/P # 33075(73)

AT THE AT-GRADE CROSSING OF

FARMRAIL CORPORATION

**AT CUSTER AVENUE / 15TH STREET IN CLINTON, CUSTER COUNTY
DOT #: 018114S / 018113K**

BY AND BETWEEN THE CITY OF CLINTON, CUSTER COUNTY

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, entered into in triplicate the day and year last written below, by and between the City of Clinton, Oklahoma, hereinafter referred to as the CITY, and the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions:

WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of September 5, 2017 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Clinton, designated as Federal-aid Project RRCS-220C(053)CS, J/P No. 33075(73) consisting of improvements to railroad crossing as follows:

The installation of pedestal mounted signals with gates and timber crossing surfaces for the at-grade crossings at Custer Avenue (DOT#: 018114S) and 15th Street (DOT#: 018113K) in the City of Clinton, Custer County, Oklahoma.

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. Total cost of this project is estimated at **FOUR HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$491,775.00)**. It is agreed that this project will be financed as follows:
 - 5% Federal-aid Railroad Highway Grade Crossing funds at **TWENTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$24,588.75)**,
 - 85% State Railroad Highway Grade Crossing funds at **FOUR HUNDRED EIGHTEEN THOUSAND EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$418,008.75)**,
 - 10% matching City funds at **THIRTY-THREE THOUSAND SEVEN HUNDRED**

NINETY-ONE DOLLARS AND NINETY CENTS (\$33,791.90) for the signal installation costs,

- 10% Railroad company funds at **FIFTEEN THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS AND SIXTY CENTS (\$15,385.60)** for the surface improvements.

The estimated time for commencement of construction for this project is 12 months from the date of issuance of the Oklahoma Department of Transportation work order.

3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project RRCS-220C(053)CS, J/P No. 33075(73).
5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution.

IN WITNESS WHEREOF, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the CITY has executed same pursuant to authority prescribed by law.

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20_____.

CITY OF CLINTON, CUSTER COUNTY, OK

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk Date
(Seal)

City Attorney Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

**REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:**

Rail Programs Division Date

General Counsel Date

APPROVED

Director of Capital Program Date

Deputy Director Date