CITY OF BRYAN
The Good Life, Texas Style.

June 16, 2014

Mr. Karl Nelson, P.E.
Area Engineer, Bryan Area Office
Texas Department of Transportation
2102 Tabor Road
Bryan, Texas 77803

RE: Agreement for Temporary Closure of State of Texas Right of Way - FM158

Dear Mr. Nelson:

Enclosed is the Agreement for Temporary Closure of FM158 related to the 2014 Texas Reds Steak and Grape Festival. The City Council is scheduled to take action on a resolution at July 8th Council meeting after which executed copies of this agreement and the resolution will be forwarded to you for execution.

If you have any questions, feel free to contact me at (979) 209-5040, or by e-mail at pkaspar@bryantx.gov.

Best Regards,

W. Paul Kaspar, P.E.
City Engineer

Enclosures: Agreement for Temporary Closure of State of Texas Right of Way – FM158

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City Of Bryan, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Business SH 6-R (Texas Avenue) and FM 158 (William J. Bryan Parkway), in Brazos County; and

WHEREAS, the local government has requested the temporary closure of FM 158 (William J. Bryan Parkway) for the purpose of the 2014 Texas Reds Steak and Grape Festival, from 12:00 Midnight on Saturday, September 27, 2014 to no later than 11:00pm on Sunday, September 28, 2014, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 8th day of July, 2014, the Bryan City Council passed Resolution No._____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION
The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT
A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be

able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. 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.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its

contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
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 hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of Bryan	Texas Department of Transportation
Jason P. Bienski, Mayor City of Bryan P.O. Box 1000 Bryan, Texas 77805	Catherine Hejl, P.E. District Engineer 1300 N. Texas Avenue Bryan, Texas 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No._____

THE CITY OF BRYAN

Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title Jason P. Bienski
Mayor

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

Event for Temporary Closure

2014 Texas Reds Steak and Grape Festival

Location of Temporary Closure

This request is for the closure of FM 158 (William J. Bryan Parkway) from Business SH 6-R (Texas Avenue) to North Sims Avenue.

Date and Time of Temporary Closure

FM 158 (William J. Bryan Parkway) is to be closed from 12:00 Midnight on Saturday September 27, 2014 to no later than 11:00 p.m. on Sunday, September 28, 2014 (all day Saturday and most of day Sunday).

General Description of Temporary Closure

FM 158 (William J. Bryan Parkway) will be barricaded and closed with traffic control devices within the limits described above. A work zone detour will be established to route all traffic to E. 29th Street and Sims Avenue during the closure of FM 158.

Attached is a map showing the location of the festival area and in Downtown Bryan. Vehicular access to the festival site will only be permitted at select locations along the fence perimeter.

Exhibit B – Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF TEXAS, THROUGH THE DEPARTMENT OF TRANSPORTATION, TO CLOSE STATE HIGHWAYS ASSOCIATED WITH THE 2014 TEXAS REDS STEAK AND GRAPE FESTIVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Bryan;

WHEREAS, the City of Bryan requires the temporary closure of a state highway within the City of Bryan;

WHEREAS, the Texas Department of Transportation and the City of Bryan have agreed to certain terms and conditions regarding the temporary closing of a portion of the state highway system within the City of Bryan limits for purpose of said closings;

WHEREAS, the City Council of the City of Bryan has considered the foregoing and aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said highways for the 2014 Texas Reds Steak and Grape Festival to be held September 27-28, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS:

1.

The Mayor of Bryan, acting on behalf of the City Council of the City of Bryan is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Bryan associated with the 2014 Texas Reds Steak and Grape Festival.

2.

This Resolution shall be effective immediately upon and adoption.

ADOPTED BY VOTE OF THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS at a regular meeting held on the _____ day of _____, 2014.

ATTEST:

_____
Mary Lynne Stratta, City Secretary

CITY OF BRYAN

_____
Jason P. Bienski, Mayor

APPROVED AS TO FORM

_____
Janis K. Hampton, City Attorney

Exhibit C

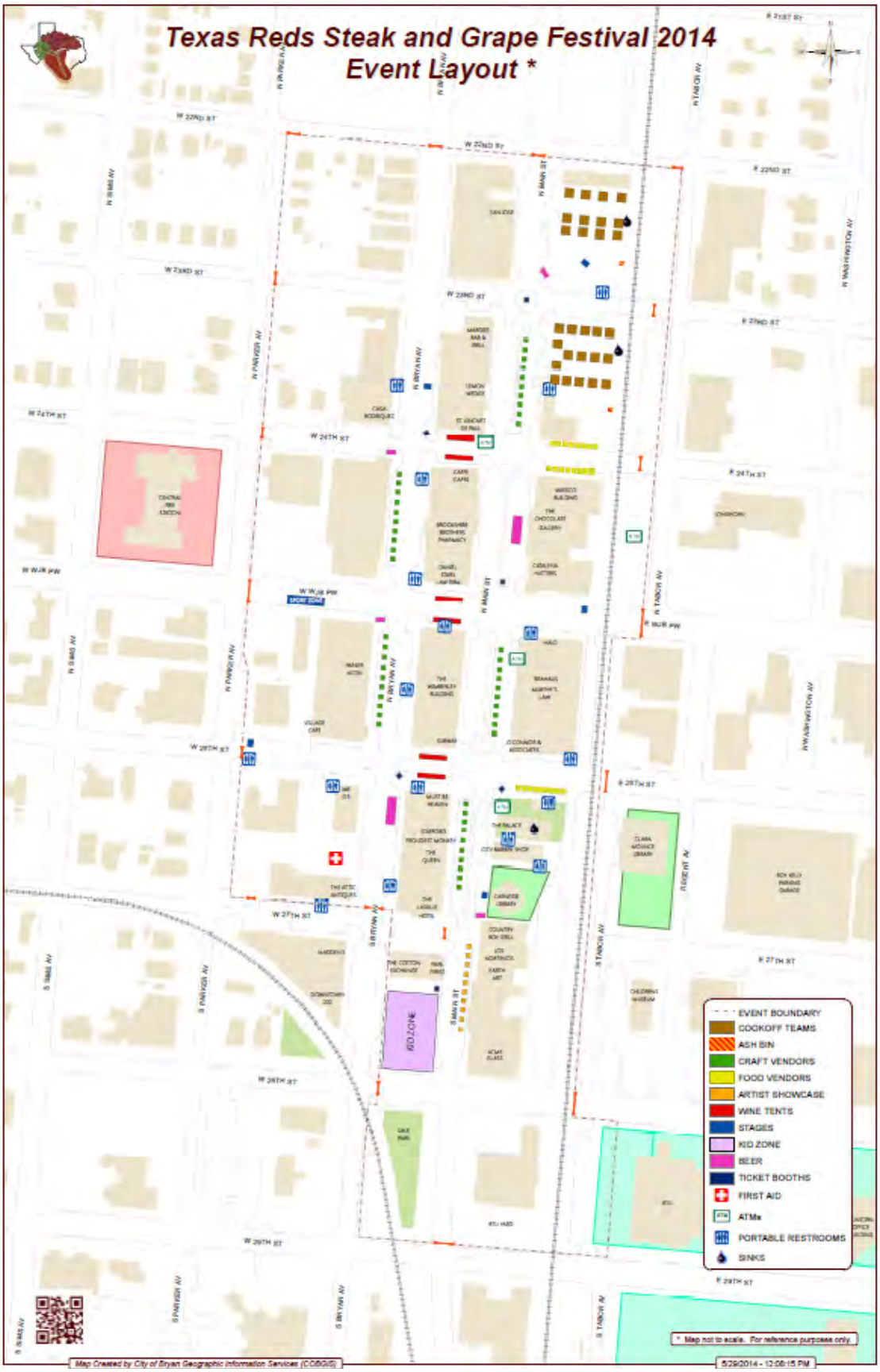
The 2014 Texas Reds Steak and Grape Festival, sponsored by the Downtown Bryan Association, is expected to attract approximately 25,000 citizens, visitors, and vendors to the downtown area. The boundaries of the festival are approximately 22nd Street to the north, Business SH 6-R (Texas Avenue) to the east, 29th Street to the south, and Parker Avenue to the west.

To protect the integrity of the festival and its patrons and to provide proper emergency vehicle and shuttle bus access, it is necessary to close an approximate seven (7)-block section of FM 158, a state highway, from 12:00 Midnight on Saturday, September 27, 2014, to no later 11:00 p.m. on Sunday, September 28, 2014. The closure will allow City of Bryan employees and its contractors safer access to the festival site for the commencement of setting up all barricades and temporary traffic control devices, and allow vendors to set up booths and entertainment venues in the various festival areas. During this closure, detour signing will be in place to route all through traffic on FM 158 to E. 29th Street and Sims Avenue.

All festival patrons will be directed to park off-site at the Blinn Junior College Campus and will be transported to the festival via shuttle bus service. No parking will be permitted on FM 158 (William J. Bryan Parkway) during the temporary road closure. The section of FM 158 that will be temporarily closed will be utilized by vendor booths, emergency vehicles (if necessary), and shuttle bus service to discharge and pick-up festival patrons.

The festival is scheduled to end at approximately 6:00 p.m. on Sunday, September 28, and is subsequently to be followed by clean-up activities by City of Bryan employees, its contractors, and festival vendors. Clean-up activities will be complete by 11:00 p.m. on Sunday, September 28, at which time all barricades and temporary traffic control devices will be removed from the festival site, including along FM 158.

Exhibit C (cont.)



Festival Area in Downtown Bryan, Texas

CITY OF BRYAN
The Good Life, Texas Style.

June 16, 2014

Mr. Karl Nelson, P.E.
Area Engineer, Bryan Area Office
Texas Department of Transportation
2102 Tabor Road
Bryan, Texas 77803

RE: Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Various TxDOT Highways)

Dear Mr. Nelson:

Enclosed is TxDOT Form 2057, "Application for Use of State of Texas Right of Way for Temporary Signs for Special Events" related to the 2014 Texas Reds Steak and Grape Festival. Please review and provide any comments on this application.

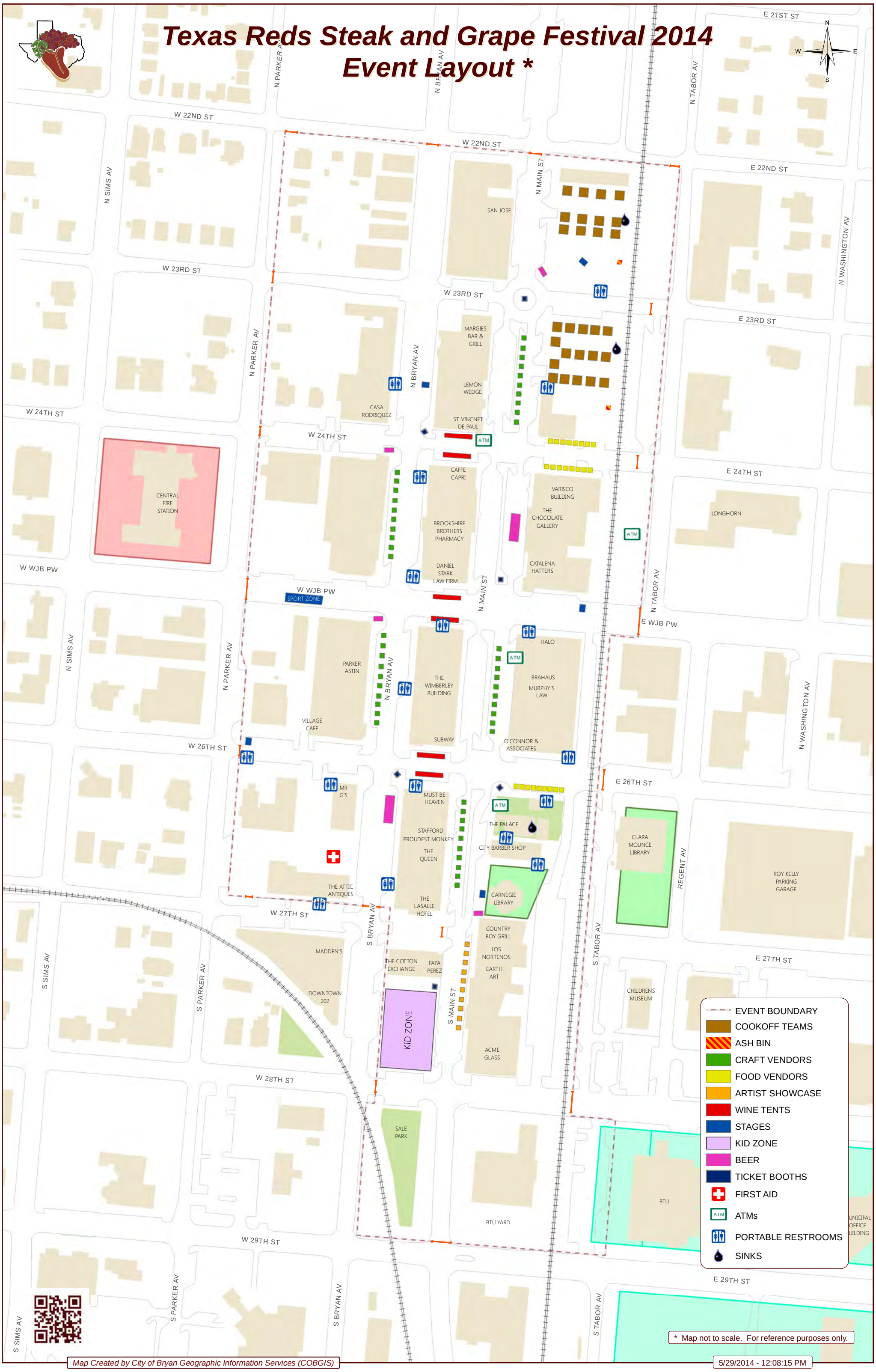
If you have any questions, feel free to contact me at (979) 209-5040, or by e-mail at pkaspar@bryantx.gov.

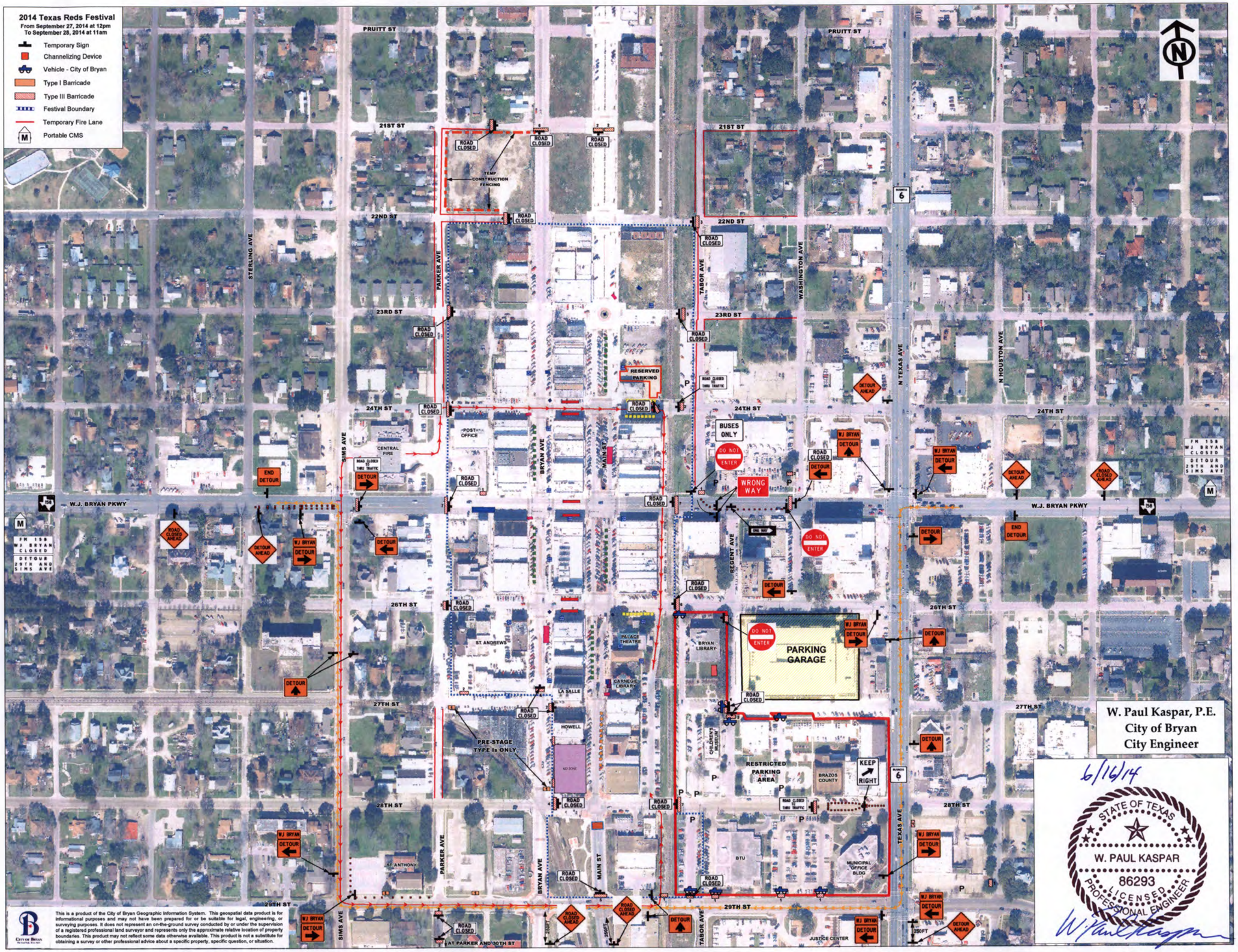
Best Regards,

W. Paul Kaspar, P.E.
City Engineer

Enclosures: TxDOT Form 2057 & Form 1560
Maps for Changeable Message Signs and Special Event Signs in TxDOT ROW
Traffic Control Plan

Texas Reds Steak and Grape Festival 2014
Event Layout *





W. Paul Kaspar, P.E.
City of Bryan
City Engineer

6/16/14

STATE OF TEXAS
W. PAUL KASPAR
86293
LICENSED PROFESSIONAL ENGINEER

W. Paul Kaspar

2014 Texas Reds Festival
September 27-28, 2014
Special Event Signs
1 TEXAS REDS PARK AND RIDE
2 TEXAS REDS PARK AND RIDE
3 TEXAS REDS PARK AND RIDE
White / Green Signs
4 TX REDS SERVICE ENTRANCE
5 TX REDS GARAGE PARKING
6 TX REDS PERMIT PARKING
White / Maroon Signs
M Portable CMS
Festival Area
Blinn
26th STREET
27th STREET
28th STREET
TEXAS AVE
DOWNTOWN INSET
21 TEXAS
BUSINESS 6
6 TEXAS
2818
158
179
60
W. Paul Kaspar, P.E.
City of Bryan
City Engineer
6/16/14
STATE OF TEXAS
W. PAUL KASPAR
86293
LICENSED
PROFESSIONAL ENGINEER
CITY OF BRYAN
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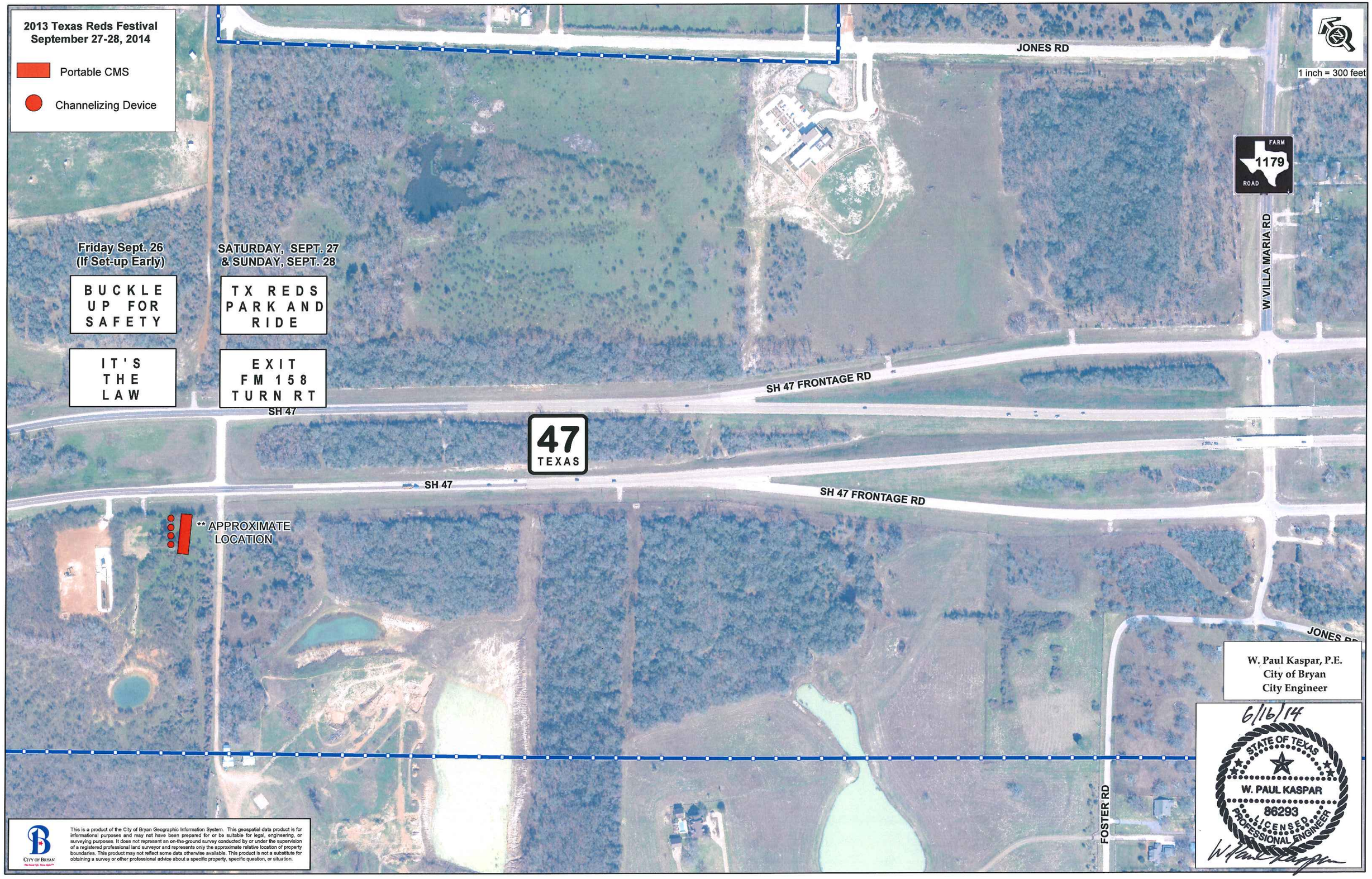
2013 Texas Reds Festival
September 27-28, 2014
Portable CMS
Channelizing Device
1 inch = 300 feet
JONES RD
FARM ROAD 1179
W VILLA MARIA RD
Friday Sept. 26
(If Set-up Early)
BUCKLE UP FOR SAFETY
IT'S THE LAW
SATURDAY, SEPT. 27
& SUNDAY, SEPT. 28
TX REDS PARK AND RIDE
EXIT FM 158 TURN RT
SH 47 FRONTAGE RD
SH 47
47 TEXAS
SH 47
SH 47 FRONTAGE RD
** APPROXIMATE LOCATION
JONES RD
FOSTER RD
W. Paul Kaspar, P.E.
City of Bryan
City Engineer
6/16/14
STATE OF TEXAS
W. PAUL KASPAR
86293
LICENSED
PROFESSIONAL ENGINEER
W Paul Kaspar
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2014 Texas Reds Festival
September 27-28, 2014
Portable CMS
Channelizing Device
1 inch = 100 feet
BRIARCREST DR
SH 6 NB FRONTAGE RD
TOWNE CENTRE WAY
Friday Sept. 26
(If Set-up Early)
BUCKLE UP FOR SAFETY
IT'S THE LAW
SATURDAY, SEPT. 27
& SUNDAY, SEPT. 28
TX REDS PARK AND RIDE
EXIT FM 158 TURN LFT
6
TEXAS
FARM
1179
ROAD
W. Paul Kaspar, P.E.
City of Bryan
City Engineer
6/16/14
STATE OF TEXAS
W. PAUL KASPAR
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2014 Texas Reds Festival
September 27-28, 2014
Portable CMS
Channelizing Device
1 inch = 200 feet
21
TEXAS
6
TEXAS
500ft
800ft
Friday Sept. 26
(If Set-up Early)
SATURDAY, SEPT. 27
& SUNDAY, SEPT. 28
BUCKLE UP FOR SAFETY
IT'S THE LAW
TX REDS PARK AND RIDE
EXIT FM 158 TURN RT
SH 6 SB FRONTAGE RD
W. Paul Kaspar, P.E.
City of Bryan
City Engineer
6/16/14
STATE OF TEXAS
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