



Texas Department of Transportation

2591 NORTH EARL RUDDER FREEWAY • BRYAN TX 77803-5190 (979) 778-2165

September 24, 2014

Project: 1316-01-034
Control: STP 2012 (562)
Highway: FM 1179
County: Brazos



Mr. Jason Bienski, Mayor
City of Bryan
P. O. Box 1000
Bryan, Texas 77805

Dear Mayor Bienski:

In March 2012, the City of Bryan and TxDOT signed an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match. The work was for miscellaneous construction to add right-turn lanes at Country Club Drive and Oak Ridge Drive and traffic signal work at Oak Ridge Drive. This work has been completed and accepted by the State. The City of Bryan placed a total of \$306,860.00 as advanced payments to cover its share of the estimated costs associated with the construction of this project. Final auditing by this office revealed additional funds due to TxDOT.

In accordance with the agreement, I am enclosing a copy of the Statement of Cost showing the final costs and that an additional amount of \$21,678.82 is requested from the City of Bryan. Please submit your check in the amount of \$21,678.82 made payable to Texas Dept. of Transportation within thirty days from receipt of this letter. Please mail it to my attention at the above shown address. If you have any questions or need any additional information about this project, please contact me at 979-778-9753.

Sincerely,

Christopher M. Cowen, P.E.
Director of Construction

Enclosure

cc: Bryan Area Office
Design
Construction

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

STATEMENT OF COST

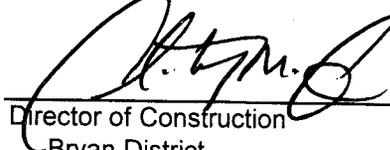
Rehab of FM 1179 - Right-turn Lanes, Storm Sewers, Paving, Curb & Gutter,
Medians, Sidewalks, Traffic Signal Work

City of Bryan

Project	Preliminary Eng.	Construction	Engineering & Contingencies	Total
1316-01-034	\$1,655,414.86	\$4,810,963.93	\$255,037.96	\$6,721,416.75
1316-01-047				
STP 2012 (562)				

		<u>Amount</u>
Engineering & Plan Preparation - Performed by City		\$ -
Construction Costs		\$ 305,134.97
	Subtotal	<u>\$ 305,134.97</u>
Engineering Charges 7.67%		<u>\$ 23,403.85</u>
	Total Charges	\$ 328,538.82
Advanced Cash Payments		(\$306,860.00)
Total Charges		<u>\$328,538.82</u>
Amount due from the City of Bryan		\$21,678.82

Certified Correct:



 Director of Construction
 Bryan District

9/22/2014
 Date

LINE NBR	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	NET CO QUANTITY	QTY PAID TO DATE	AMOUNT \$
2020	96082001		UNIQUE CHANGE ORDER ITEM 1 Added by CO #1 - LPCB pins	DOL	1,822.500	0.000	1.000	1.00	1,822.50
2030	96082002		UNIQUE CHANGE ORDER ITEM 2 Added by CO #1 - Milestone #1 extra CTB mob at Kent	DOL	2,621.950	0.000	1.000	1.00	2,621.95
2040	96082003		UNIQUE CHANGE ORDER ITEM 3 Added by CO #1 - additional survey work	DOL	625.000	0.000	1.000	1.00	625.00

Category Subtotal \$4,146,501.27

LINE NBR	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	NET CO QUANTITY	QTY PAID TO DATE	AMOUNT \$
CITY OF BRYAN									
0950	01002002	002	PREPARING ROW	STA	1,061.000	5.000	0.000	4.60	4,880.60
0955	01042017	000	REMOVING CONC (DRIVEWAYS)	SY	12.000	285.000	0.000	75.00	900.00
0960	01042022	000	REMOVING CONC (CURB AND GUTTER)	LF	5.500	348.000	0.000	213.00	1,171.50
0965	01042036	000	REMOVING CONC (SIDEWALK OR RAMP)	SY	10.000	127.000	0.000	127.00	1,270.00
0970	01102001	000	EXCAVATION (ROADWAY)	CY	15.000	363.000	0.000	363.00	5,445.00
0980	01322005	000	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	13.000	12.000	0.000	12.00	156.00
0985	01622002	000	BLOCK SODDING	SY	2.800	619.000	0.000	855.00	2,394.00
1005	02762226	000	CEM TRT(PLNT MX)(CL N)(TY E)(GR 4)(8")	SY	15.000	548.000	0.000	287.06	4,305.90
1010	04002001	000	STRUCT EXCAV	CY	8.000	149.000	0.000	149.00	1,192.00
1015	04002005	000	CEM STABIL BKFL	CY	88.000	66.000	0.000	66.00	5,808.00
1020	04002016	000	CEMENT STAB BACKFILL (INLET OR MH)	CY	88.000	36.000	0.000	36.00	3,168.00
1025	04022001	000	TRENCH EXCAVATION PROTECTION	LF	6.000	148.000	0.000	148.00	888.00
1030	04162030	001	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	140.000	24.000	0.000	24.00	3,360.00
1035	04162031	001	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	190.000	11.000	0.000	11.00	2,090.00
1040	04162032	001	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	220.000	26.000	0.000	26.00	5,720.00
1045	04322001	000	RIPRAP (CONC)(4 IN)	CY	1,000.000	0.900	0.000	0.58	583.00
1050	04642005	003	RC PIPE (CL III)(24 IN)	LF	100.000	114.000	-7.500	129.50	12,950.00
1060	04652001	001	INLET (COMPL)(TY C)	EA	3,500.000	1.000	0.000	1.00	3,500.00
1065	04652003	001	INLET (COMPL)(TY H)	EA	3,100.000	1.000	0.000	1.00	3,100.00
1070	04652005	001	MANH (COMPL)(TY M)	EA	3,500.000	2.000	-1.000	1.00	3,500.00
1080	04962007	000	REMOV STR (PIPE)	LF	16.000	89.000	0.000	89.00	1,424.00
1085	05002001	005	MOBILIZATION	LS	480,000.000	0.250	0.000	0.25	120,000.00
1101	05292004		CONC CURB & GUTTER (TY II) Added by CO #3 - revised price	LF	17.470	0.000	374.000	307.00	5,363.29
1110	05302038	000	DRIVEWAYS (CONC)(HES)	SY	83.000	306.000	-257.000	48.84	4,053.72
1115	05312004	000	CONC SIDEWALKS (6")	SY	41.000	168.000	0.000	24.44	1,002.04
1125	06182018	000	CONDT (PVC) (SCHD 40) (2")	LF	7.000	365.000	0.000	348.00	2,436.00
1130	06182019	000	CONDT (PVC) (SCHD 40) (2") (BORE)	LF	17.000	110.000	0.000	110.00	1,870.00
1135	06182024	000	CONDT (PVC) (SCHD 40) (4")	LF	11.000	145.000	0.000	145.00	1,595.00
1140	06182025	000	CONDT (PVC) (SCHD 40) (4") (BORE)	LF	19.000	220.000	0.000	187.00	3,553.00
1145	06202009	001	ELEC CONDR (NO. 6) BARE	LF	1.600	35.000	0.000	35.00	56.00
1150	06202010	001	ELEC CONDR (NO. 6) INSULATED	LF	1.600	70.000	0.000	70.00	112.00
1155	06202011	001	ELEC CONDR (NO. 8) BARE	LF	1.100	695.000	0.000	689.00	757.90
1160	06202012	001	ELEC CONDR (NO. 8) INSULATED	LF	1.100	510.000	0.000	570.00	627.00
1165	06242004	014	GROUND BOX TY 2 (243636) W/APRON	EA	2,000.000	1.000	0.000	1.00	2,000.00

LINE NBR	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	NET CO QUANTITY	QTY PAID TO DATE	AMOUNT \$
1170	06242013	014	GROUND BOX TY D (162922)	EA	600.000	1.000	0.000	1.00	600.00
1175	06242014	014	GROUND BOX TY D (162922) W/APRON	EA	700.000	4.000	0.000	4.00	2,800.00
1180	06282164	003	ELC SRV TY D 120/240 070 (NS)AL(E)PS(U)	EA	3,800.000	1.000	0.000	1.00	3,800.00
1185	06442060	000	REMOVE SM RD SN SUP & AM	EA	125.000	3.000	0.000	3.00	375.00
1190	06662036	000	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	1.100	398.000	0.000	398.00	437.80
1195	06662048	000	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	6.000	235.000	0.000	164.00	984.00
1200	06662054	000	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	77.000	4.000	0.000	4.00	308.00
1205	06662096	000	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	135.000	4.000	0.000	4.00	540.00
1210	06662111	000	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	0.550	732.000	0.000	732.00	402.60
1215	06722015	034	REFL PAV MRKR TY IIA-A	EA	4.200	38.000	0.000	14.00	58.80
1220	06722017	034	REFL PAV MRKR TY IIC-R	EA	4.000	21.000	0.000	21.00	84.00
1225	06862003	000	INSTALL HWY TRF SIG (SYSTEM)	EA	17,000.000	1.000	0.000	1.00	17,000.00
1230	06822001	001	BACK PLATE (12 IN) (3 SEC)	EA	80.000	7.000	0.000	7.00	560.00
1235	06822022	001	VEH SIG SEC (12 IN) LED (GRN ARM)	EA	190.000	2.000	0.000	2.00	380.00
1240	06822023	001	VEH SIG SEC (12 IN) LED (GRN)	EA	190.000	6.000	0.000	6.00	1,140.00
1245	06822024	001	VEH SIG SEC (12 IN) LED (VEL ARW)	EA	190.000	3.000	0.000	3.00	570.00
1250	06822025	001	VEH SIG SEC (12 IN) LED (YEL)	EA	190.000	6.000	0.000	6.00	1,140.00
1255	06822026	001	VEH SIG SEC (12 IN) LED (RED ARW)	EA	190.000	1.000	0.000	1.00	190.00
1260	06822027	001	VEH SIG SEC (12 IN) LED (RED)	EA	190.000	7.000	0.000	7.00	1,330.00
1265	06842010	000	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	1.700	600.000	0.000	600.00	1,020.00
1270	06842012	000	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2.700	780.000	0.000	780.00	2,106.00
1275	06862033	000	INS TRF SIG PL AM(S) 1 ARM (32') LUM	EA	6,600.000	1.000	0.000	1.00	6,600.00
1280	06862037	000	INS TRF SIG PL AM(S) 1 ARM (36') LUM	EA	7,300.000	1.000	0.000	1.00	7,300.00
1285	06862041	000	INS TRF SIG PL AM(S) 1 ARM (40') LUM	EA	7,700.000	1.000	0.000	1.00	7,700.00
1290	06872001	004	PED POLE ASSEMBLY	EA	550.000	4.000	0.000	4.00	2,200.00
1295	32242029	000	D-GR HMA(QCOA) TY-C SAC-A PG76-22	TON	93.000	47.000	-2.180	44.82	4,168.26
1296	32242029	000	D-GR HMA(QCOA) TY-C SAC-A PG76-22 Added by CO #6 - increased price	TON	96.770	0.000	2.180	14.30	1,383.81
1300	32242076	000	D-GR HMA (QC/QA) TY B SAC-B PG (64-22)	TON	110.000	166.000	0.000	45.48	5,002.80
1305	60072001	000	REMOVING TRAFFIC SIGNALS	EA	2,700.000	1.000	0.000	1.00	2,700.00
1310	60142011	000	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER)	LF	2.200	75.000	0.000	55.00	121.00
1315	60142055	000	WATERPROOF FIB OPT SPLICE ENCLOSURE	EA	2,800.000	1.000	0.000	1.00	2,800.00
1320	62662001	017	VIVDS PROCESSOR SYSTEM	EA	6,000.000	1.000	0.000	1.00	6,000.00
1325	62662002	017	VIVDS CAMERA ASSEMBLY	EA	1,300.000	3.000	0.000	3.00	3,900.00
1330	62662003	017	VIVDS SET-UP SYSTEM	EA	380.000	1.000	0.000	1.00	380.00
1335	62662005	017	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	2.200	490.000	0.000	490.00	1,078.00
1340	82602001	000	LED COUNTDOWN PEDESTRIAN MODULE	EA	500.000	4.000	0.000	4.00	2,000.00
1345	88352001	000	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	1,000.000	4.000	0.000	4.00	4,000.00
1745	96082014	000	UNIQUE CHANGE ORDER ITEM 14 Added by CO #10 - electrical dispute resolution - COB	DOL	742.950	0.000	1.000	1.00	742.95
Category Subtotal									\$305,134.97

PROJECT CATEGORY	RW 1316-1-47	CONTROL	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	NET CO QUANTITY	QTY PAID TO DATE	AMOUNT \$
PROJECT CATEGORY	RW 1316-1-47	CONTROL	131601047 UTILITIES						

RESOLUTION NO. 3413

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN “ADVANCED FUNDING AGREEMENT” WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, EQUAL TO 100 PERCENT OF THE COST TO ADD RIGHT TURN LANES AT COUNTRY CLUB DRIVE AND OAK RIDGE DRIVE AND UPGRADE THE TRAFFIC SIGNAL AT OAK RIDGE DRIVE AS PART OF THE FM 1179 IMPROVEMENT PROJECT WITH PROJECT LIMITS BEING FROM STATE HIGHWAY 6 (EARL RUDDER FREEWAY) TO KENT STREET FOR A NOT-TO-EXCEED COST OF \$306,860; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation (State) is requesting the City of Bryan (City) to enter into a contractual agreement to pay for the City’s share of the cost to add right turn lanes at Country Club Drive and Oak Ridge Drive and upgrade the traffic signal at Oak Ridge Drive as part of the FM 1179 Improvement Project with Project limits being from State Highway 6 (Earl Rudder Freeway) to Kent Street; and

WHEREAS, the City desires to voluntarily contribute to the State funds equal to 100 percent of the cost of such improvements to Country Club Drive and Oak Ridge Drive, not to exceed \$306,860, for the proper development and construction of the project; and

WHEREAS, the State will be responsible for bidding and constructing the project using procedures in accordance with policies of TxDOT, state, and federal laws; and

WHEREAS, the completion of the improvement to FM 1179 is crucial to the enhancement of circulation and safety; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bryan, Texas that:

1.

The matters set forth in the preamble are true and correct and incorporated as if fully set forth herein.

2.

The City of Bryan agrees to execute said Advanced Funding Agreement with a not to exceed amount of city funding of \$366,860 equal to 100 percent of the cost of such improvements to Country Club Drive and Oak Ridge Drive associated with the State’s FM 1179 Improvement Project between State Highway 6 and Kent Street.

3.

The Mayor is hereby authorized to execute said Advanced Funding Agreement on behalf of the City of Bryan, Texas and to transmit the same to the State for further action.

4.

This Resolution shall be effective immediately upon its adoption.

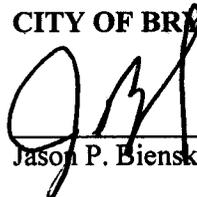
APPROVED AND ADOPTED by the City Council of the City of Bryan, Texas, this 6th day of March, 2012.

ATTEST



Mary Lynne Stratta, City Secretary

CITY OF BRYAN:



Jason P. Bienski, Mayor

APPROVED AS TO FORM:



Janis K. Hampton, City Attorney



Texas Department of Transportation

1300 N TEXAS AVE • BRYAN TX 77803-2760 • (979) 778-2165

March 23, 2012

RECEIVED BY

MAR 26 2012

ENGINEERING SERVICES

Project: STP 2012(562)
Control: 1316-01-034
FM 1179: From 0.3 mile east of SH 6 to Kent Street
County: Brazos

Mr. Paul Kaspar, P.E.
City Engineer, City of Bryan
P.O. Box 1000
Bryan, TX 77805

Dear Mr. Kaspar:

I am enclosing a fully executed original copy of the Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match. This agreement addresses the City's requested work to be added to the State's highway improvement project on FM 1179 (Briarcrest Drive) at the location shown above. This additional work includes improvements to Country Club Drive and Oak Ridge Drive. In addition to the cost of construction, the City will be responsible for paying a percentage of the cost of TxDOT's construction engineering and contingencies commensurate with the percentage of the City's cost in the total project. The City's participation in this project is estimated to be \$306,860.

In accordance with the provisions of Article 2. Project Funding and Work Responsibilities, the City is to remit to the State its share of the funding for this work 60 days prior to the receipt of construction bids. The bid opening is scheduled for the second week of May 2012. Therefore, your payment is due upon your receipt of this letter.

Please remit a check or warrant in the amount of \$306,860 made payable to the "Texas Department of Transportation Trust Fund" to cover the City's participation in the cost of this work. This is an estimated cost and any overruns or underruns will be addressed per the provisions of the agreement. So as not to delay this project, please send this payment to my office located at the address shown above by Friday, April 20, 2012. You may contact Bob Richardson at 778-9763 if you have any questions about this agreement or the design of this project. The district appreciates the City's continued support of this project.

Sincerely,

for Robert A. Appleton, P.E.
Director of Transportation
Planning and Development

Enclosure

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Bryan, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112696 authorizes the State to undertake and complete a highway improvement generally described as miscellaneous construction to add right-turn lanes, storm sewers, paving, curb and gutter, medians and sidewalks on FM 1179 from 0.3 miles east of SH 6 to Kent Street; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the Local Government will fund the design and construction costs of right-turn lanes at Country Club Drive and Oak Ridge Drive and traffic signal work at Oak Ridge Drive as part of the State's on-system FM 1179 rehabilitation project from 0.3 miles east of SH 6 to Kent Street in Bryan, Texas. No additional right of way acquisitions or environmental clearances will be required, called the "Project"; and,

WHEREAS, the State 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, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A,

Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. 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.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A. In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A. This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

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 or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mayor City of Bryan P.O. Box 1000 Bryan, Texas 77805	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in 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.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. 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.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's 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. This coverage shall be maintained until all work on the

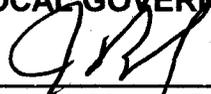
State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

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

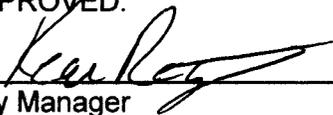
THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

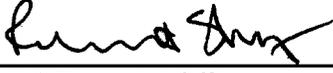
By  Date 3-9-12
Jason Bienski, Mayor, City of Bryan

ATTEST:

City Secretary
3-9-12
Date

APPROVED:

City Manager
3/9/12
Date


City Attorney
3-7-12
Date


Chief Financial Officer
3-7-12
Date

THE STATE OF TEXAS


Regional Director
3/21/12
Date

**ATTACHMENT A
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will furnish the design and fund the construction cost of right-turn lanes at Country Club Drive and Oak Ridge Drive and of traffic signal improvements at Oak Ridge Drive as part of the State's on-system FM 1179 rehabilitation project from 0.3 miles east of SH 6 to Kent Street in Bryan, Texas. No additional right of way acquisitions or environmental clearances required for this addition work.

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals.

Work Performed by the Local Government							
Description	Total Est. Cost	Federal Funding		Payments by State		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering and Plan Preparation	\$60,000	0%	\$0	0%	\$0	100%	\$60,000
Work Performed by the State							
Description	Total Est. Cost	Federal Funding		State Participation		Payments by Local Gov't	
		%	Cost	%	Cost	%	Cost
Construction	\$285,000	0%	\$0	0%	\$0	100%	\$285,000**
State Costs for Review, Inspection, and Oversight of Work Performed by the Local Government / State							
Description	Total Est. Cost	Federal Funding		State Participation		Payments by Local Gov't	
		%	Cost	%	Cost	%	Cost
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Engineering Direct State Costs	\$21,860	0%	\$0	0%	\$0	100%	\$21,860**
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$366,860	0%	\$0	0%	\$0	100%	\$366,860

CSJ # 1316-01-034
District # 17-Bryan
Code Chart 64 # 06100
Project: FM 1179

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$306,860**

Estimated total payment by the Local Government to the State: \$306,860

This is an estimate. The final amount of Local Government participation will be based on actual costs.