Project: STP 2004(390)
Control: 0050-01-060
BS 6-R: From FM 2347 (George Bush Drive) to FM 2818
County: Brazos

THE STATE OF TEXAS §

THE 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, hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter 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 Numbers 001111, 108087, 108410, 108812 and 109460 authorizes the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility consisting of grading, structures, concrete pavement, signals and illumination; 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 construction of a permanent median on FM 2347 (George Bush Drive) between BS 6-R (Texas Avenue) and Rosemary Lane, hereinafter 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

Article 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 herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities
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.

Article 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.

Article 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.

Article 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.

Article 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.

Article 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.

Article 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 herein by reference, or special specifications approved by the State.

Article 9. Increased Costs
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 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 accord with Article 10 - 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.

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.

Article 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.

Article 11. Termination
This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein;
- by the State if it determines that the performance of the Project is not in the best interest of the State.

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.

- 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:
Tom Brymer, City Manager City of College Station 2613 South Texas Avenue College Station, Texas 77840	Bryan A. Wood, P.E., District Engineer Texas Department of Transportation 1300 North 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 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.

Article 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.

Article 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.

Article 15. Amendments
By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 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.

Article 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.

Article 18. Signatory Warranty
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

Project: STP 2004(390)
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County: Brazos

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

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

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By_____ Date_____

Typed or Printed Name and Title Ron Silvia

Mayor, City of College Station

Attest:

_____ _____
City Secretary Date

Approved:

_____ _____
City Manager Date

Carla A Robinson _____ _____
City Attorney Date

_____ _____
Director of Fiscal Services Date

Project: STP 2004(390)
Control: 0050-01-060
BS 6-R: From FM 2347 (George Bush Drive) to FM 2818
County: Brazos

ATTACHMENT A

Payment Provision and Work Responsibilities

1. Description of the Cost of the Items of Work

A. The Local Government has requested that the State allow the Local Government to fund the construction of a permanent median by paying for the items of work listed in the summary table below and shown in Attachment B. The total estimated cost of the Local Government's participation is $34,289.60, which includes construction engineering and contingencies.

B. The State, through its contractor, will construct the median as part of the widening of BS 6-R at the location shown above.

LINE NO	ITEM CODE	SP NO	DESCRIPTION	UNITS	UNIT PPRICE	BID QUANTITY	EXTENDED PRICE
0200	03540543	000	PLANE ASPH CONC PAV (0" TO 4.5")	SY	3.800	408.000	1,550.400
0445	05000501	000	MOBILIZATION	LS	2,500.000	1.000	2,500.000
0450	05020501	207	BARRICADES, SIGNS, AND TRAF HANDLING	LS	2,000.000	1.000	2,000.000
0495	05290537	000	CONC CURB (TY II)(MONO)	LF	3.000	1,061.000	3,183.000
0525	05360502	000	CONC MEDIAN	SY	52.000	176.000	9,152.000
0620	06440614	000	SM RD SGN ASSM TY 106WG(1)SA(P)	EA	420.000	4.000	1,680.000
0795	06660506	042	REFL PAV MRK TY I (W) (8") (SLD)	LF	0.900	454.000	408.600
0850	06720510	012	RAIS PAV MRKR CL B (REFL) TY II-C-R	EA	3.900	44.000	171.600
0855	06770501	000	ELIM EXT PAV MRK & MRKR (4")	LF	0.450	420.000	189.000
0860	06770503	000	ELIM EXT PAV MRK & MRKR (8")	LF	0.900	110.000	99.000
1100	31460530	029	HOT MIX (TY D)(SURF)(PG 76-22)	TON	51.000	19.000	969.000
1195	57860501	000	LANDSCAPE PAVERS	SF	6.000	1,545.000	9,270.000
			CONTINGENCY (10%)	LS	2,934.000	1.000	3,117.000
			TOTAL ESTIMATED COST				34,289.600

C. Upon the full execution of this agreement, the State will request, in writing, the Local Government's participation in this Project. Within thirty (30) days of the date of this written notification, the Local Government will make a check or warrant made payable to the Texas Department of Transportation in an amount sufficient to cover this total estimated participation in the construction cost of the Project.

In accordance with Article 9, Increased Costs, the Local Government will be responsible for the actual cost of their portion of the work, which will be based upon actual or negotiated unit prices and final quantities. However, any increase in the cost of the Project to the Local Government due to changes in site conditions will be mutually agreed upon by the State and the Local Government prior to the authorization of any work.

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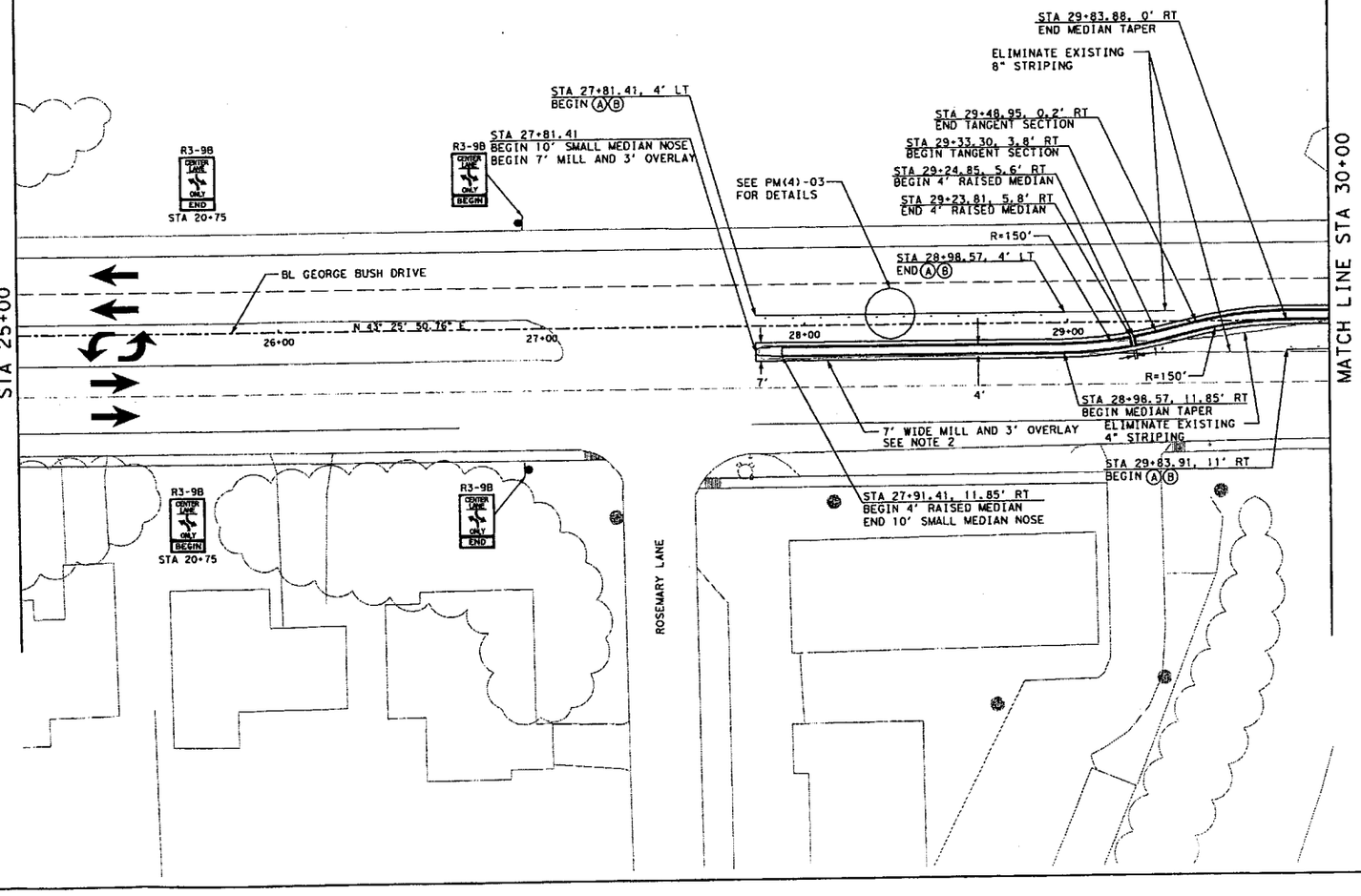
ATTACHMENT B

George Bush Drive Median Plans

HORIZONTAL ALIGNMENT

Point GB4	N	10,211,950.6180	E	3,557,344.8860	Sta	24+26.60
Course from GB4 to GB5	N 43° 25' 50.76" E			Dist 973.4034		
Point GB5	N	10,212,657.5090	E	3,558,014.0790	Sta	34+00.00
Course from GB5 to GB6	N 40° 48' 15.95" E			Dist 1,300.0002		
Point GB6	N	10,213,641.5370	E	3,558,863.6020	Sta	47+00.00



LEGEND

- (A) REFL PAV MRKR TY I (W) (8") (SLD)
- (B) REFL PAV MRKR CLB (REFL) TY II-C-R
- (1) SMALL MEDIAN NOSE PAID UNDER ITEM 536
- (2) CONC CURB (TY II) (MONO) PAID UNDER ITEM 529
- (3) LANDSCAPE PAVERS PAID UNDER ITEM 5788
- DIRECTION OF TRAFFIC

NOTES:

1. ALL OFFSETS ARE GIVEN AT FACE OF CURB.
2. SEE MEDIAN AND LANDSCAPE PAVER DETAILS FOR ADDITIONAL INFORMATION.

0 20 40
SCALE: 1" = 40'

Michael A. Martin 4/14/05

STATE OF TEXAS
MICHAEL A. MARTIN
63282
REGISTERED PROFESSIONAL ENGINEER

Epsilon Engineering, Inc.
526 E. UNIVERSITY, 201A / COLLEGE STATION, TEXAS 77840
(979) 764-9119 / eei@epsilonengr.com

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GEORGE BUSH DRIVE MEDIAN LAYOUT STA 25+00 TO STA 30+00

SHEET 1 OF 2

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R

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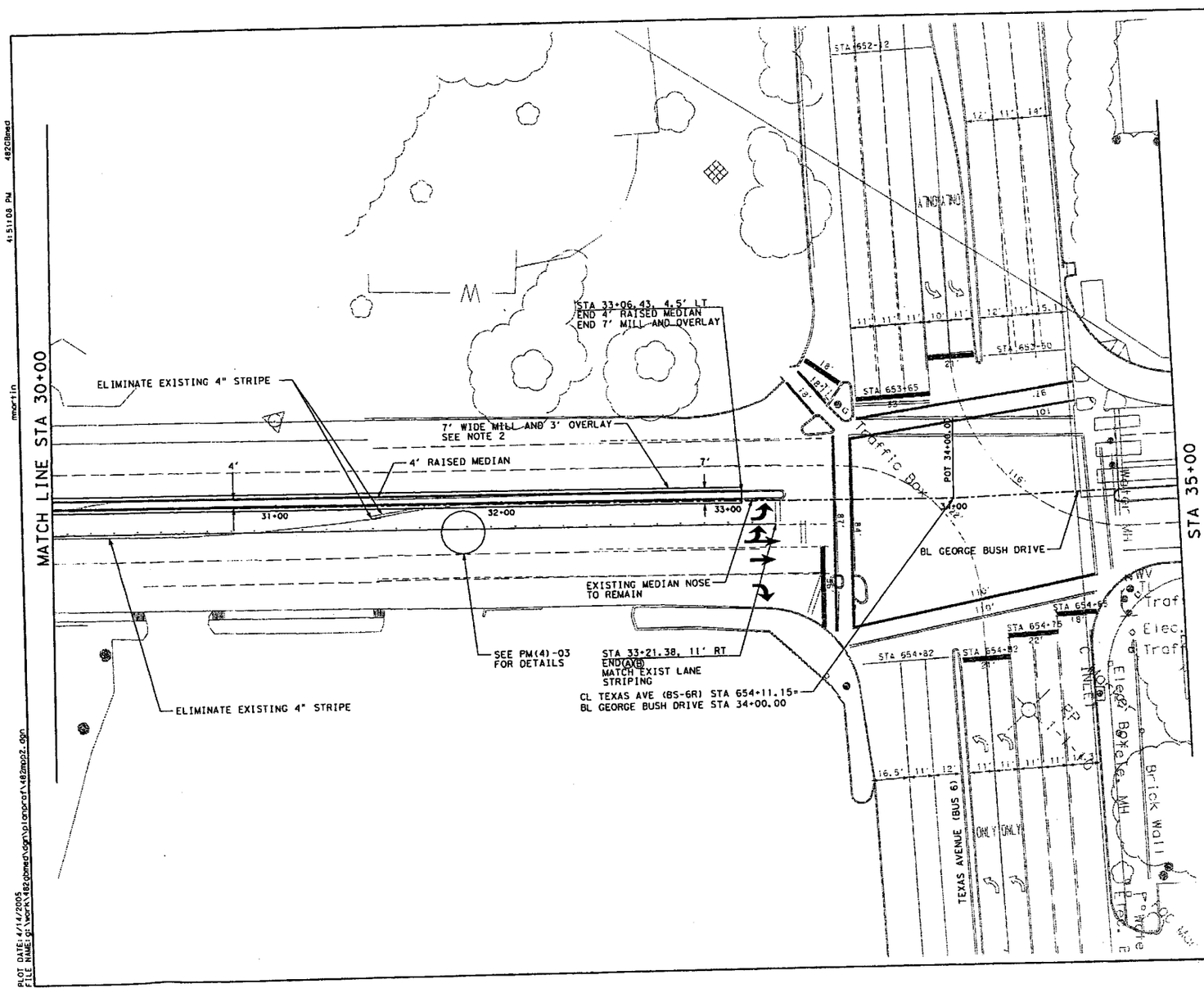

LEGEND

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- (B) REFL PAV MRKR CLB (REFL) TY II-C-R
- (1) SMALL MEDIAN NOSE PAID UNDER ITEM 536
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Michael A. Martin 4/14/05

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GEORGE BUSH DRIVE MEDIAN LAYOUT STA 30+00 TO STA 35+00

SHEET 2 OF 2

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R

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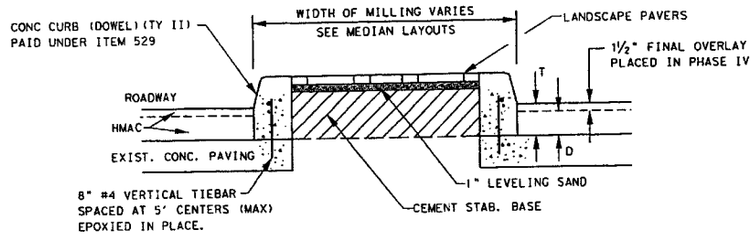
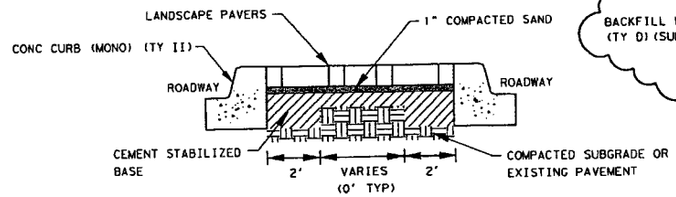


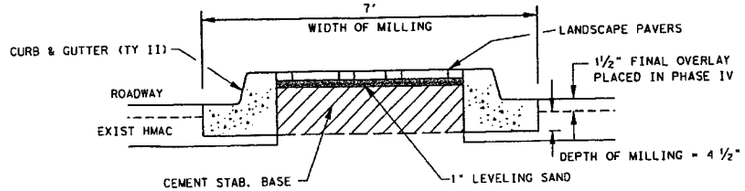
MEDIAN DETAIL

FOR MEDIANS #1 & #2 ONLY



MEDIAN DETAIL

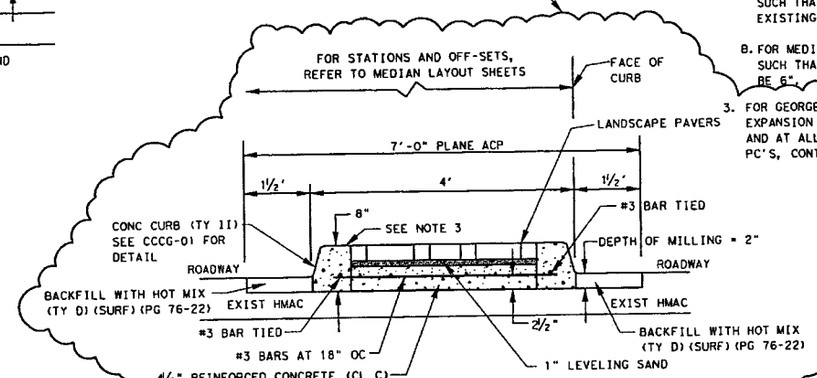
FOR MEDIANS #3 THROUGH #13



MEDIAN DETAIL

FOR MEDIANS #14 ONLY

ADDED BY CHANGE ORDER # ___



MEDIAN DETAIL

FOR GEORGE BUSH DRIVE MEDIAN ONLY

NOTES

1. DEPTH OF MILLING "D" WILL VARY BASED ON EXISTING PAVEMENT. REMOVE HMAC TO EXISTING CONCRETE PAVING TO TIE IN TY II CURB.

2. "T" AS SHOWN ON CCCG-01 WILL VARY BASED ON EXISTING PAVEMENT AND PRESENCE OF EXISTING CURB.

   A. FOR MEDIAN #1, "T" SHALL BE PLACED SUCH THAT THE PROPOSED AND EXISTING CURB HEIGHTS MATCH.

   B. FOR MEDIAN #2, "T" SHALL BE PLACED SUCH THAT THE HEIGHT OF CURB WILL BE 6".

3. FOR GEORGE BUSH DRIVE MEDIANS, PLACE EXPANSION JOINT IN CURB AT 60' OC AND AT ALL RADIUS POINTS, PT'S AND PC'S, CONTRACTION JOINTS AT 10' OC.

STATE OF TEXAS
KARL R. NELSON
82042
REGISTERED
PROFESSIONAL ENGINEER

CHANGE ORDER # ___

STATE OF TEXAS
MICHAEL A. MARTIN
63282
REGISTERED
PROFESSIONAL ENGINEER

Michael A. Martin
4/14/05

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KARL R. NELSON, P.E. 82042 ON FEBRUARY 16, 2004
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NOT TO SCALE

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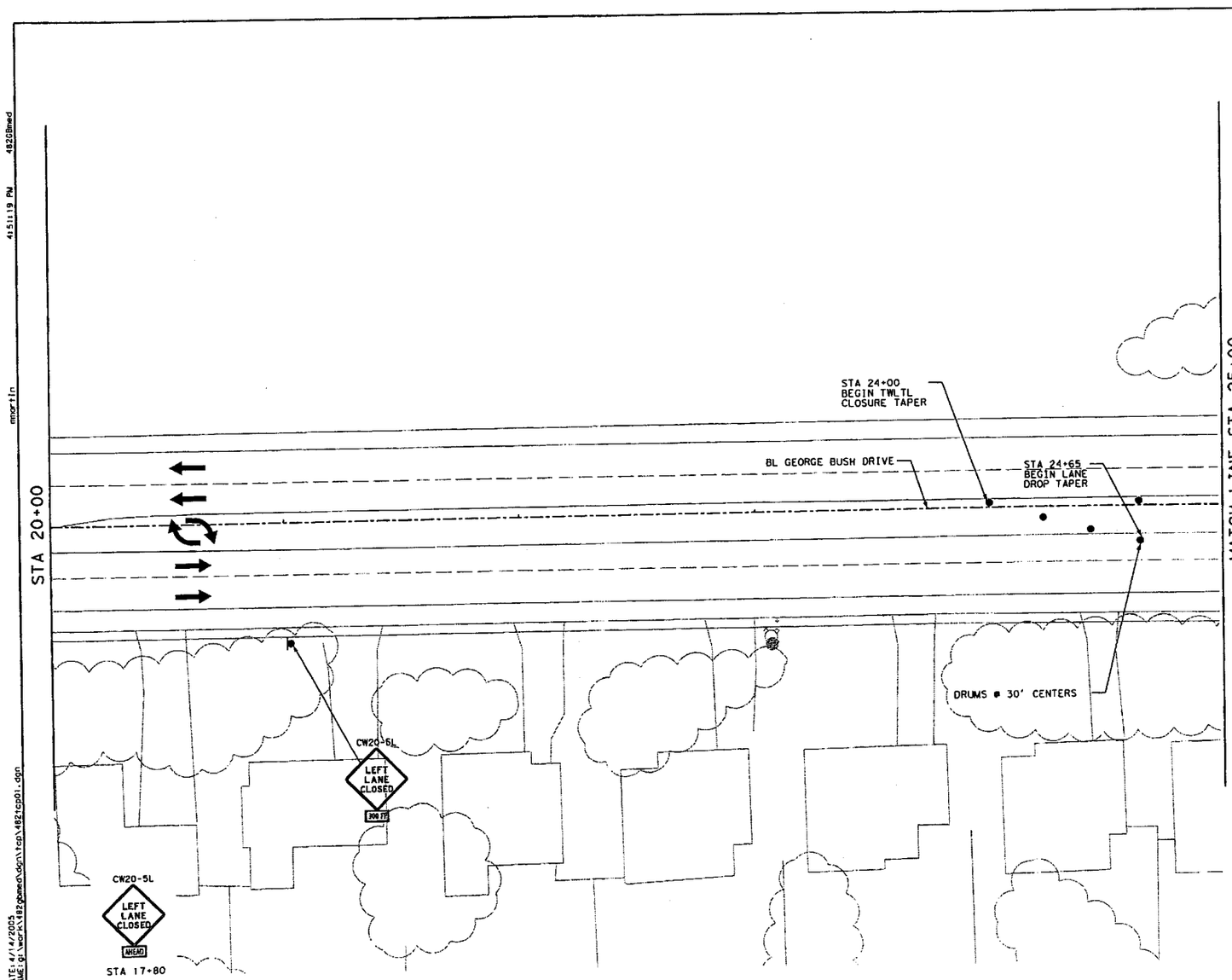
MEDIAN AND LANDSCAPE PAVER DETAILS

SHEET 2 OF 4

FED. RD. DIV. NO.	PROJECT NO.		SHEET NUMBER
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONTROL	SECTION	JOB	HIGHWAY NO.
0050	01	060	BS 6-R



LEGEND

- DRUM
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC
- CONSTRUCTION THIS PHASE
- SIGN LOCATION

NOTES:

1. AFTER ACP MILLING AND PLACEMENT OF CONCRETE MEDIAN, DRUMS SHALL BE RELOCATED ADJACENT TO THE NEW CONCRETE MEDIAN AND THE INSIDE LANES OF EASTBOUND AND WESTBOUND GEORGE BUSH DRIVE SHALL BE REOPENED TO TRAFFIC. THE LEFT TURN BAYS TO ROSEMARY LANE AND NORTHBOUND TEXAS AVENUE SHALL REMAIN CLOSED FOR INSTALLATION OF MEDIAN PAVERS.

2. CONTRACTOR TO INSTALL ADVANCE WARNING SIGNS ACCORDING TO BC(2)-03.

0 20 40
SCALE: 1" = 40'

Michael A. Martin
4/14/05

STATE OF TEXAS
MICHAEL A. MARTIN
63282
REGISTERED
PROFESSIONAL ENGINEER

Epsilon Engineering, Inc.
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GEORGE BUSH DRIVE TRAFFIC CONTROL PLAN STA 20+00 TO STA 25+00

SHEET 1 OF 4

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R

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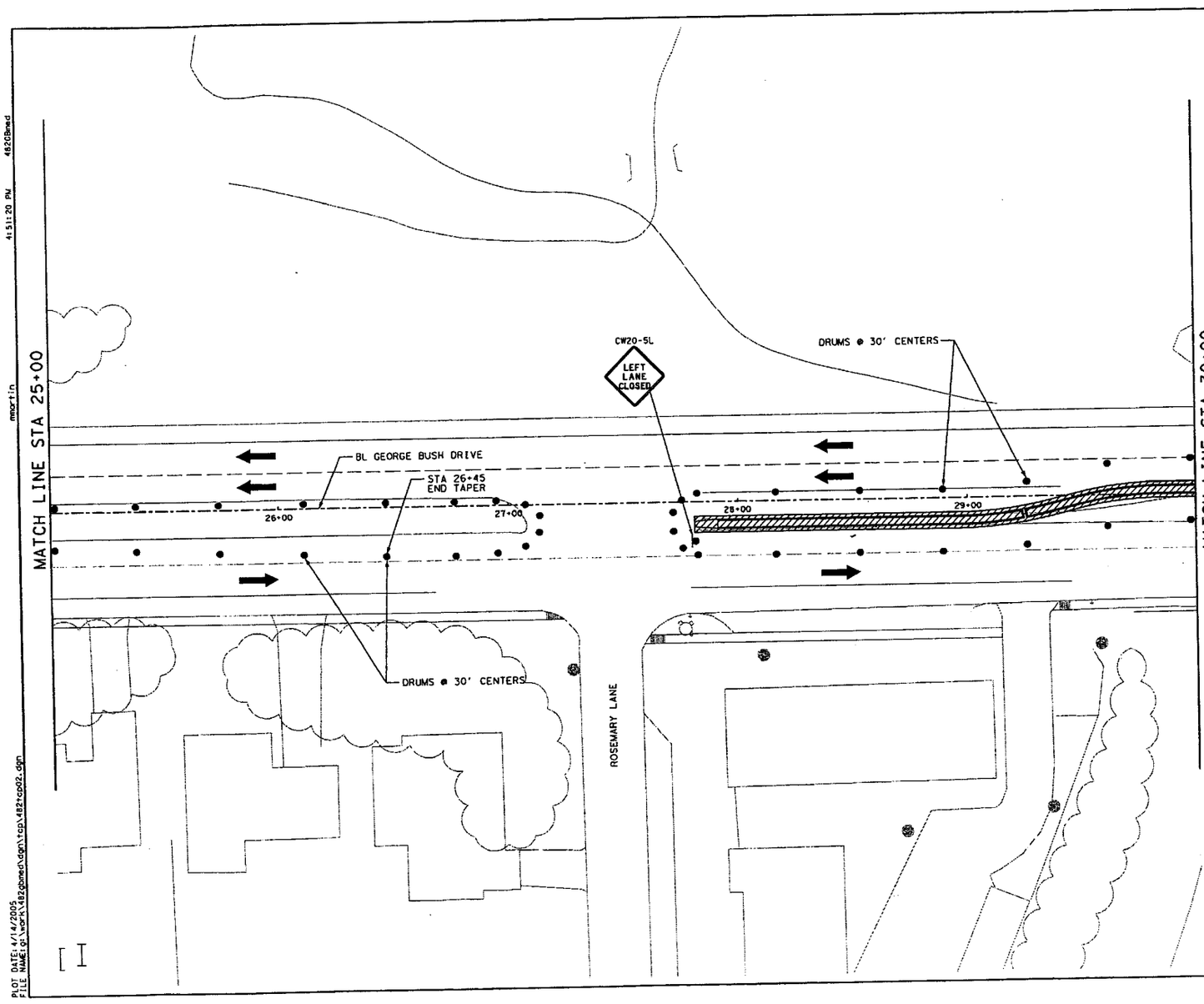

LEGEND

- DRUM
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC
- CONSTRUCTION THIS PHASE
- SIGN LOCATION

NOTE: AFTER ACP MILLING AND PLACEMENT OF CONCRETE MEDIAN, DRUMS SHALL BE RELOCATED ADJACENT TO THE NEW CONCRETE MEDIAN AND THE INSIDE LANES OF EASTBOUND AND WESTBOUND GEORGE BUSH DRIVE SHALL BE REOPENED TO TRAFFIC. THE LEFT TURN BAYS TO ROSEMARY LANE AND NORTHBOUND TEXAS AVENUE SHALL REMAIN CLOSED FOR INSTALLATION OF MEDIAN PAVERS.

0 20 40
SCALE: 1" = 40'

Michael A. Martin 4/14/05

STATE OF TEXAS
MICHAEL A. MARTIN
63282
REGISTERED PROFESSIONAL ENGINEER

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GEORGE BUSH DRIVE TRAFFIC CONTROL PLAN STA 25+00 TO STA 30+00

SHEET 2 OF 4

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R

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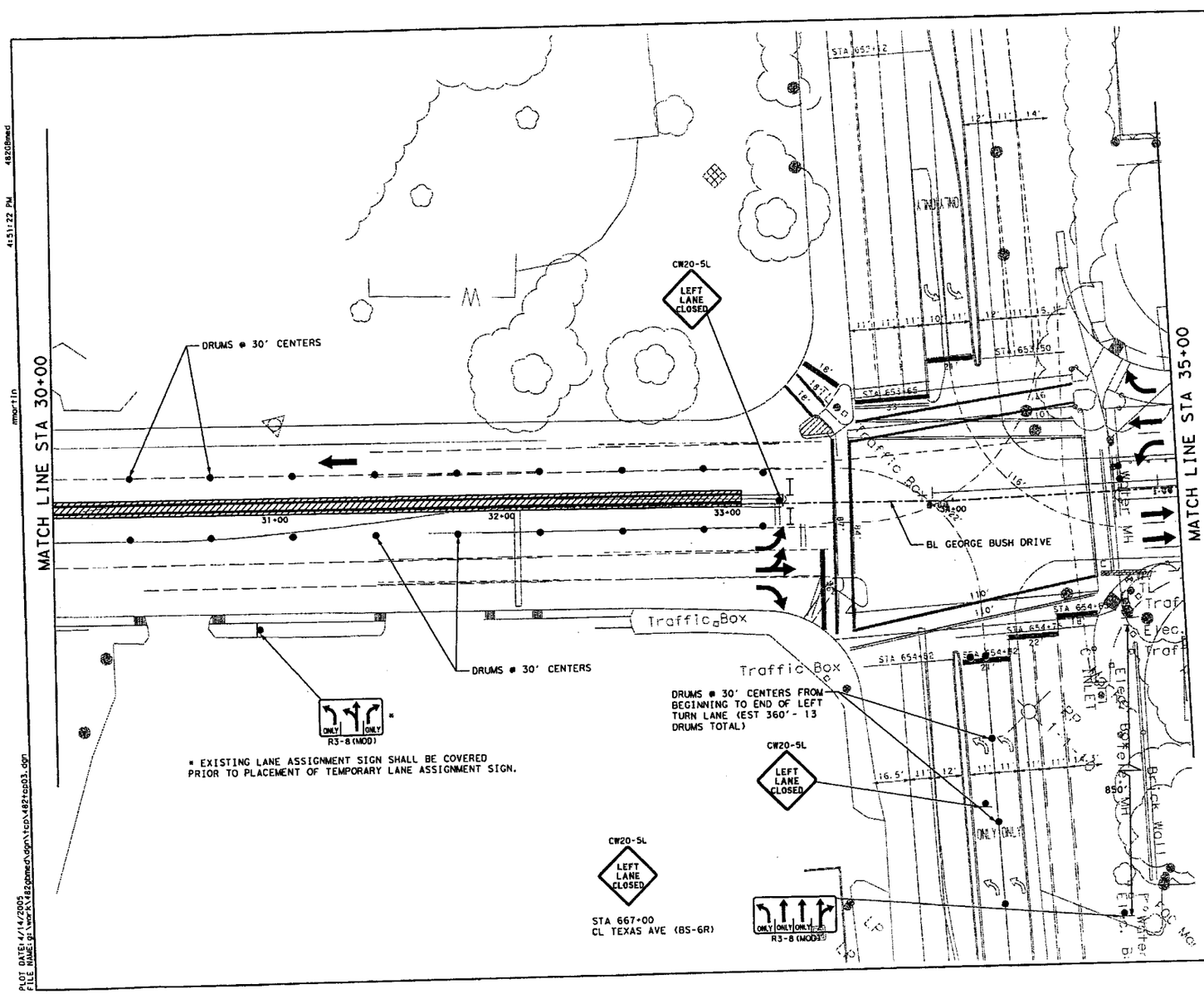

LEGEND

- DRUM
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC
- CONSTRUCTION THIS PHASE
- SIGN LOCATION

NOTES:

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2. INSIDE LEFT TURN LANE OF TEXAS AVENUE TO BE CLOSED ONLY AS INSIDE WESTBOUND LANE OF GEORGE BUSH DRIVE IS CLOSED.

3. CONTRACTOR TO ADJUST SIGNAL HEADS TO REFLECT APPROPRIATE LANE ASSIGNMENTS

0 20 40
SCALE: 1" = 40'

Michael A. Martin 4/14/05

STATE OF TEXAS
MICHAEL A. MARTIN
63282
REGISTERED PROFESSIONAL ENGINEER

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GEORGE BUSH DRIVE TRAFFIC CONTROL PLAN STA 30+00 TO STA 35+00

SHEET 3 OF 4

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R

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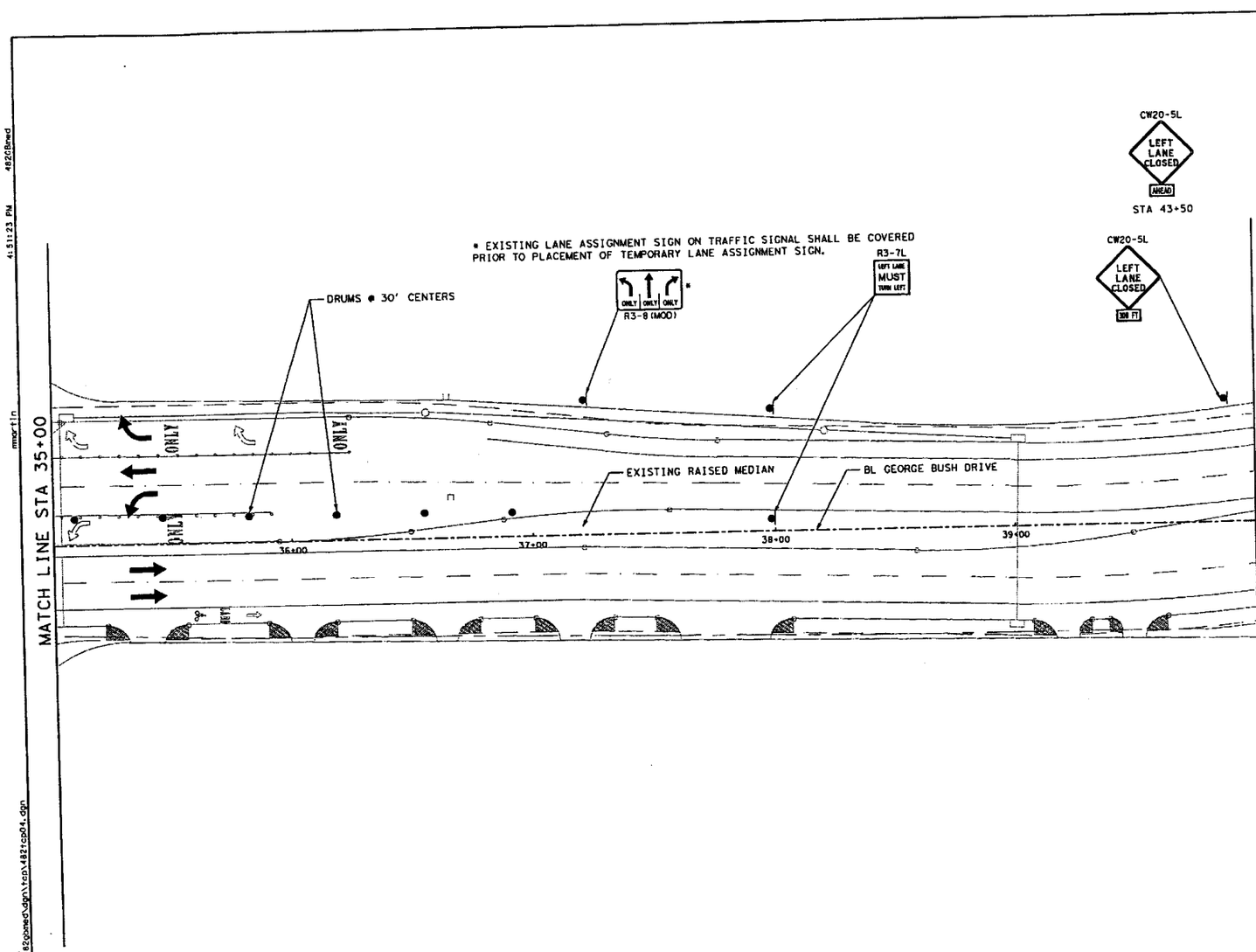

LEGEND

- DRUM
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC
- CONSTRUCTION THIS PHASE
- SIGN LOCATION

NOTES:

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2. CONTRACTOR TO INSTALL ADVANCE WARNING SIGNS ACCORDING TO BC(2)-03.

0 20 40
SCALE: 1" = 40'

Michael A. Martin 4/14/05

STATE OF TEXAS
MICHAEL A. MARTIN
63282
REGISTERED PROFESSIONAL ENGINEER

Epsilon Engineering, Inc.
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GEORGE BUSH DRIVE TRAFFIC CONTROL PLAN STA 35+00 TO STA 40+00

SHEET 4 OF 4

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R

PLOT DATE: 4/14/2005
FILE NAME: g:\work\482gbxmed\dgn\tcp\482tcp04.dgn
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482GBmed

SUMMARY OF CHANGE ORDER QUANTITIES

PLAN AND PROFILE SHEET NO.	FROM STA	TO STA	0354 PLANE ASPH CONC PAVE (0' TO 4.5") 0543 SY	0529 CONC CURB (TY II) (MONO) 0537 LF	0536 CONC MEDIAN 0502 SY	0644 SM RD SGN ASSM TY 10BWG(1)SA(P) 0614 EA	0666 REFL PAV MRK TY I (W)(8")(SLD) 0506 LF	0672 RAIS PAV MRKR CL B (REFL) TY II-C-R 0510 EA	0677 ELIM EXT PAV MRK & MRKR (4") 0501 LF	0677 ELIM EXT PAV MRK & MRKR (8") 0503 LF	3146 HOT MIX (TY D)(SURF)(PG 76-22) 0530 TON	5788 LANDSCAPE PAVERS 0501 SF
1 of 2	25+00	30+00	170	418	73	4	133	13	90	110	8	624
2 of 2	30+00	35+00	238	643	103		321	31	330		11	921
SHEET TOTALS			408	1,061	176	4	454	44	420	110	19	1,545

PLOT DATE: 4/13/2005
FILE NAME: G:\WORK\4820Bmed\dgn\Quantities\4820C001.dgn

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Epsilon Engineering, Inc.
526 E. UNIVERSITY, 201A / COLLEGE STATION, TEXAS 77840
(979) 764-9139 / ed@epsilonengr.com

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6			
STATE	DIST.	COUNTY	
TEXAS	BRYAN	BRAZOS	
CONT.	SECT.	JOB	HIGHWAY NO.
0050	01	060	BS 6-R