

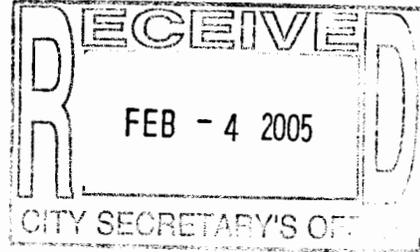


Texas Department of Transportation

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

February 3, 2005

Project: C 2399-1-51
Control: 2399-01-051
CCSJ: 0338-01-050
FM 2818: At the intersection with FM 2347
County: Brazos



The Honorable Ron Silvia
Mayor, City of College Station
P.O. Box 9960
College Station, Texas 77840

Dear Mayor Silvia:

The Bryan District of the Texas Department of Transportation (TxDOT) is currently developing a safety enhancement project to install advance warning signs and signals for the existing traffic signal at the intersection of FM 2818 and FM 2347.

We are attaching two copies of an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match (AFA). The AFA is for the funding of a portion of the improvement described as powder coating the signal poles and mast arms used to support the warning signs and signals. The City's participation in this project is estimated to be \$ 4,350.

If this proposal is satisfactory, please execute both duplicate original copies of the enclosed AFA. Please return all copies to my office for execution by the State. A fully executed copy of this agreement will be returned to you for your files. Upon full execution of these agreements, TxDOT will request payment of funds as outlined in the Attachment A to this agreement.

Please contact Mr. Michael Jedlicka, P.E., at 778-9759 if you or your staff have any questions or need any additional information.

Sincerely,

Kirk E. Barnes, P.E.
Director of Transportation Operations

Enclosures

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 Number 109460 authorizes the State to undertake and complete a highway improvement generally described as the installation of advance warning signals and signs on FM 2818 at its intersection with FM 2347; 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 powder coating the signal poles and mast arms used to support the warning signals and signs, 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.

Project: C2399-1-51
CSJ: 2399-01-051
FM 2818: At the intersection with FM 2347
County: Brazos

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. 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 4. 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 5. 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 6. 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 7. 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 8. 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

Project: C2399-1-51
CSJ: 2399-01-051
FM 2818: At the intersection with FM 2347
County: Brazos

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 9. 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 10. 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.

11. 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:
Mr. Tom Brymer, City Manager City of College Station P.O. Box 9960 College Station, Texas 77840	Mr. Bryan A. Wood, P.E. Texas Department of Transportation 1300 North Texas Avenue Bryan, Texas 77803-2760

Project: C2399-1-51
CSJ: 2399-01-051
FM 2818: At the intersection with FM 2347
County: Brazos

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 12. 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 13. 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 14. Amendments

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

Article 15. 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 16. 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 17. 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: C2399-1-51
CSJ: 2399-01-051
FM 2818: At the intersection with FM 2347
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.

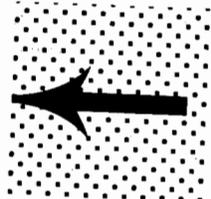
By _____ Date _____
Bryan Alan Wood, P.E.
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title _____



CITY OF COLLEGE STATION

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

City Manager

Date

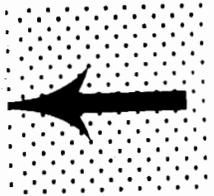
Carla A Robinson

City Attorney

Date

Finance & Strategic Planning Director

Date



ATTACHMENT A

Payment Provision and Work Responsibilities

1. Description of the Cost of the Items of Work

- A. The State will be responsible for the installation of the warning signals and signs as part of the State project described in the agreement.
- B. The Local Government has requested that the State allow the Local Government to participate in the items of work listed in the table below. The total estimated cost of the Local Government's participation is \$ 4,350, which includes construction engineering and contingencies.

SUMMARY OF CONSTRUCTION COSTS FOR OUTSIDE ENTITY

Item No.	Desc. Code	Description	Unit	Estimated Quantity	Price Per Unit	Local Government's Share
		POWDER COATING SIGNAL POLE ASSEMBLIES	LS	1.0	\$3,750.00	\$ 3,750.00
TOTAL ESTIMATED CONSTRUCTION COST						\$ 3,750.00

ESTIMATED CONSTRUCTION COST	\$ 3,750.00
CONSTRUCTION ENGINEERING AND CONTINGENCIES (16.0%)	\$600.00
TOTAL ESTIMATED AMOUNT DUE FROM LOCAL GOVERNMENT	\$ 4,350.00

2. Schedule of Payment

Ninety (90) days in advance of the scheduled letting date of the Project, the Local Government will remit a check or warrant made payable to the Texas Department of Transportation in the amount of \$ 4,350 to be used by the State for the construction of the work requested by the Local Government.

3. Maintenance

Upon completion of the Project, maintenance responsibility will be in accordance with the Municipal Maintenance Agreement or any other current agreement.

Project: C 2399-1-51
Control: 2399-01-051
FM 2818: At the intersection with FM 2347
County: Brazos

**Attachment A
Payment Provisions
and
Work Responsibilities**

The Local Government will share in the cost of development and construction for this Project. The Local Government's participation in this Project is shown below.

FM 2818

Cash Participation..... \$ 4,350

The State will prepare the plans, specifications and estimate (PS&E) for this Project. The State will advertise for bids, let and award the contract, administer the contract and inspect the construction. A 90-day establishment period will be part of the Project. Upon final acceptance of the Project by the State, the Local Government will be responsible for all future maintenance of the completed Project.

Upon the full execution of the agreement entitled Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match (AFA), the State will request from the Local Government, in writing, a check or warrant in the amount of \$ 4,350 made payable to the Texas Department of Transportation. These funds will be due within sixty (60) days of the date of the written request.

This is an estimated amount. The final amount will be based upon the actual cost of the work performed. Any increase in this amount will be requested, in writing, from the Local Government. These additional funds will be due within thirty (30) days of the date of the written notification. Any decrease in this amount will be refunded to the Local Government upon the completion of the project