



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and _____ hereinafter called _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the ____ day of _____, 20____, the governing body for the _____, entered into Resolution/Ordinance No. _____, hereinafter identified by reference, authorizing the _____'s participation in this agreement with the State; and

WHEREAS, the _____ has requested the State to permit the construction, maintenance and operation of a public _____ on the highway right of way,

(General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ will enter into agreements with the state for the purpose of determining the respective responsibilities of the _____ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the state.

AGREEMENT

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:

1. DESIGN AND CONSTRUCTION

_____ will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps, and other pedestrian elements to be constructed, either on or off site, by the _____ shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the _____ and found not to comply with ADA or TAS shall be corrected at the entire expense of the _____.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1¹/₂ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those

required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the _____. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that _____ has failed to comply with these responsibilities, it will perform the necessary work and charge _____ the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The _____ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the _____ for the use of the facility under this agreement, the _____ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the _____ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____'s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be : (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

_____ AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING

THE CALENDAR YEAR_____, THE _____(CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH ALL INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED. SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the _____. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _____ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The _____, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. _____ shall include TxDOT as an additional insured by endorsement in _____'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the _____'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The _____ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The _____, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. 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 provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The _____ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the _____ if that service is authorized by this agreement.

21. AUTHORITY OF 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.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Name of other party)
(Mailing Address)

(Mailing Address)

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____
_____ on the _____ day of _____, 20____, and the State
on the _____ day of _____, 20____.

(Name of other party)

By: _____

Title

Printed Name

Date

Contact Name & Office

Telephone:

STATE OF TEXAS

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

By: _____
Director, Maintenance Division

Printed Name

Date

RECOMMENDED APPROVAL:

District Engineer

Printed Name

Date

Exhibit A

General Layout



EXHIBIT A LOCATION MAP

W PECAN ST SIDEWALK IMPROVEMENTS

Legend

— Proposed Sidewalk

0 250 500 Feet



When required the City of Pflugerville complies with Texas Local Government Code for public notifications. All notification addresses are derived from tax role information that is certified annually.



Locator Map

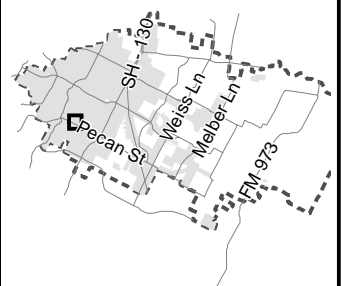


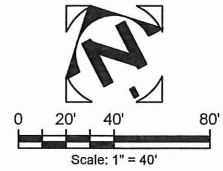
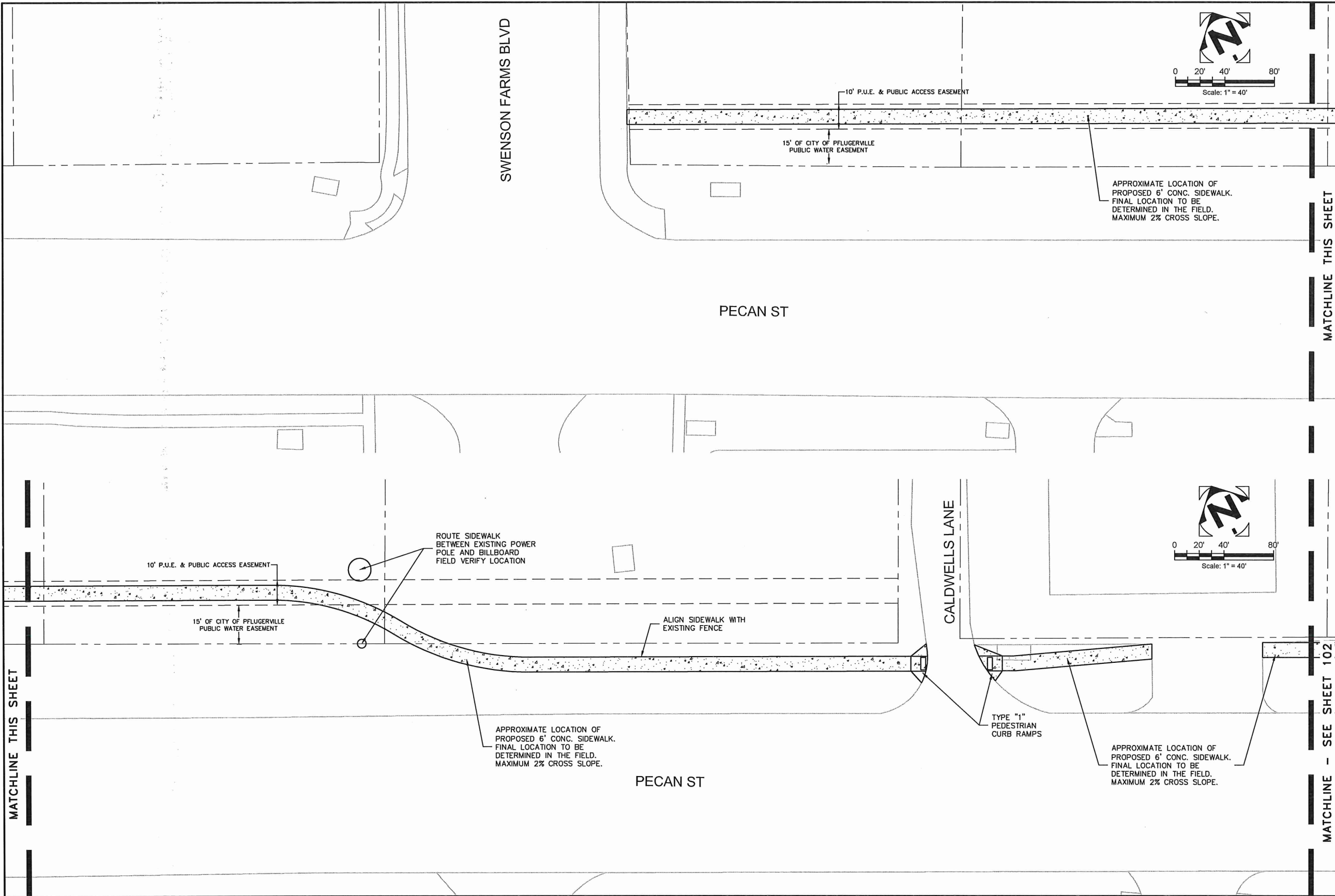
Exhibit B

Metes and Bounds Description

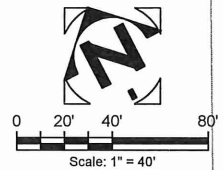
See Exhibit C

Exhibit C

Construction Plans



APPROXIMATE LOCATION OF
PROPOSED 6' CONC. SIDEWALK.
FINAL LOCATION TO BE
DETERMINED IN THE FIELD.
MAXIMUM 2% CROSS SLOPE.



ROUTE SIDEWALK
BETWEEN EXISTING POWER
POLE AND BILLBOARD
FIELD VERIFY LOCATION

10' P.U.E. & PUBLIC ACCESS EASEMENT

15' OF CITY OF PFLUGERVILLE
PUBLIC WATER EASEMENT

ALIGN SIDEWALK WITH
EXISTING FENCE

APPROXIMATE LOCATION OF
PROPOSED 6' CONC. SIDEWALK.
FINAL LOCATION TO BE
DETERMINED IN THE FIELD.
MAXIMUM 2% CROSS SLOPE.

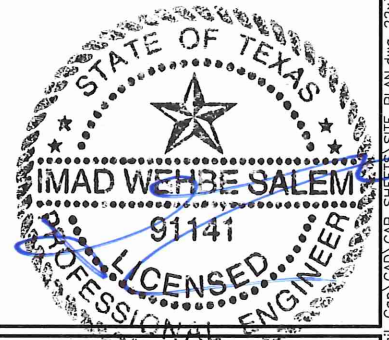
TYPE "1"
PEDESTRIAN
CURB RAMPS

APPROXIMATE LOCATION OF
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FINAL LOCATION TO BE
DETERMINED IN THE FIELD.
MAXIMUM 2% CROSS SLOPE.

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1. CONTRACTOR NEEDS TO CONTACT TXDOT AT (512)331-5361 (48) HOURS IN ADVANCE OF ANY WORK OR TRAFFIC CONTROL OPERATIONS WITHIN TXDOT RIGHT-OF-WAY.
 2. ALL EXISTING UTILITIES MUST BE LOCATED PRIOR TO ANY DRILLING, TRENCHING, OR DIGGING.
 3. CONTRACTOR SHALL CONTACT DIG TESS PRIOR TO ANY WORK TO CHECK FOR UTILITY CONFLICTS.
 4. CONTRACTOR TO PROVIDE ADVANCE WARNING SIGNAGE TO ONCOMING TRAFFIC.
 5. CONTRACTOR TO FENCE OFF CONSTRUCTION ZONE AREA AND PROVIDE PEDESTRIAN ROUTE DURING CONSTRUCTION.
 6. CONTRACTOR TO FENCE OFF CONSTRUCTION ZONE AREA AND WILL NOT STORE EQUIPMENT, MATERIALS, OR IN ANY OTHER WAY IMPEDE PEDESTRIAN TRAVEL ON ADJACENT SIDEWALK.
 7. CONTRACTOR TO PROTECT EXISTING INFRASTRUCTURE.
 8. CONTRACTOR MUST KEEP AN ADA COMPLIANT PEDESTRIAN PATHWAY OPEN AT ALL TIMES.
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NOTE:
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TRAFFIC CONTROL NOTE:
USE TXDOT TRAFFIC CONTROL STANDARD TCP (2-6A), RIGHT LANE CLOSURE.



MATCHLINE THIS SHEET

MATCHLINE - SEE SHEET 102



305 East Huntland Drive
Suite 200
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452
TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY

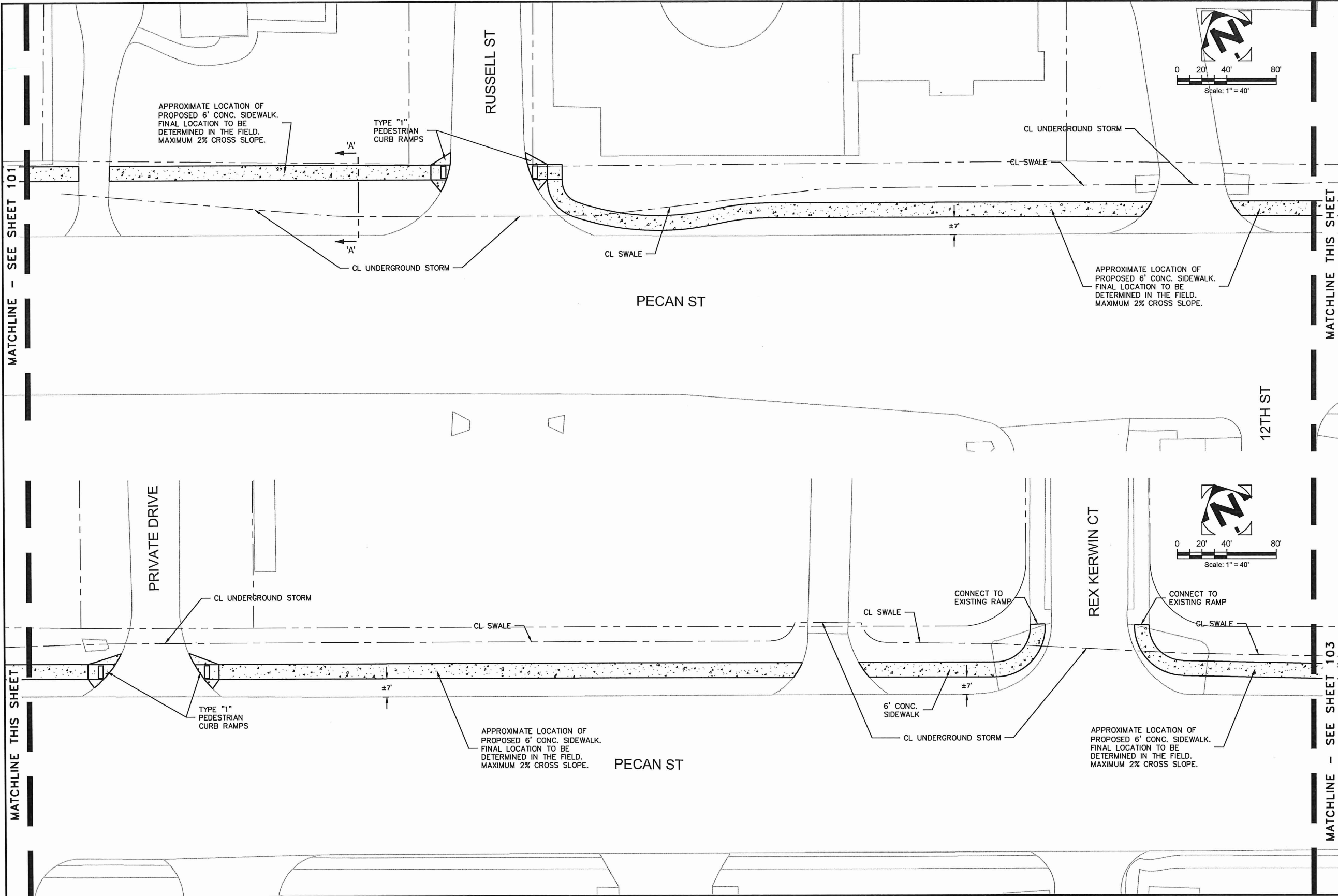
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measures one inch
on the original
drawing. Adjust
scales accordingly.

SITE PLAN

CITY OF PFLUGERVILLE
GENERAL OBLIGATION BOND TRAIL DEVELOPMENT GAP PROJECT
POTENTIAL SIDEWALK LOCATIONS

PLOTTED: 5/25/2016
JOB NO: 375-03

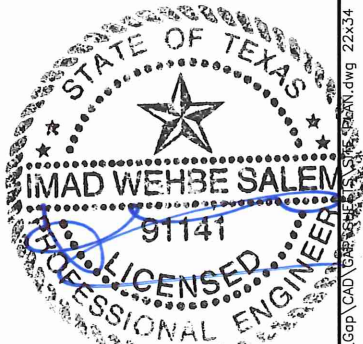
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OF



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305 East Huntland Drive
Suite 200
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452
TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY

1" = 40'
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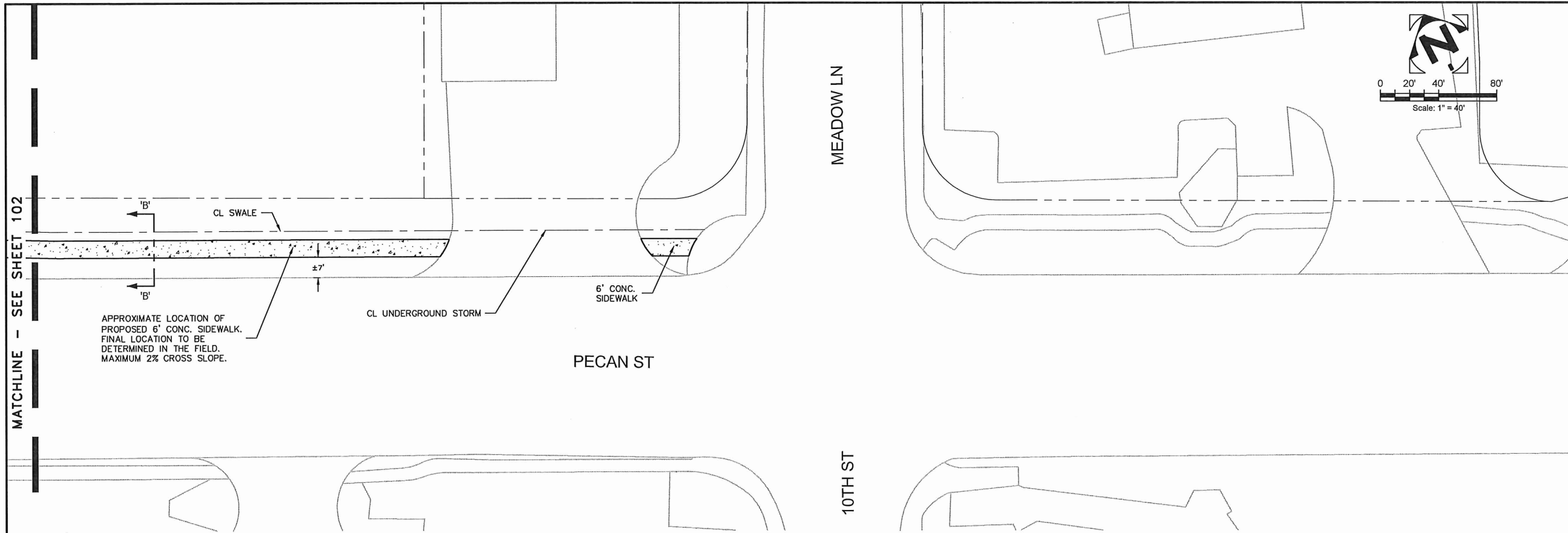
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POTENTIAL SIDEWALK LOCATIONS

5-25-16
PLOTTED: 5/25/2016
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102
OF

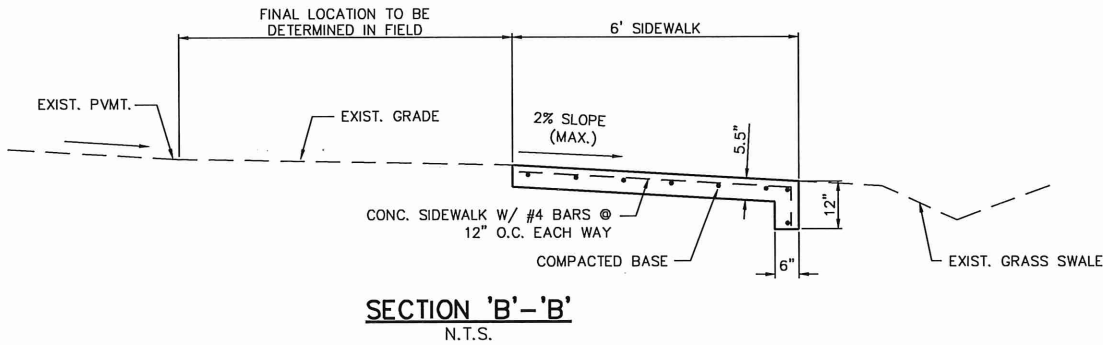
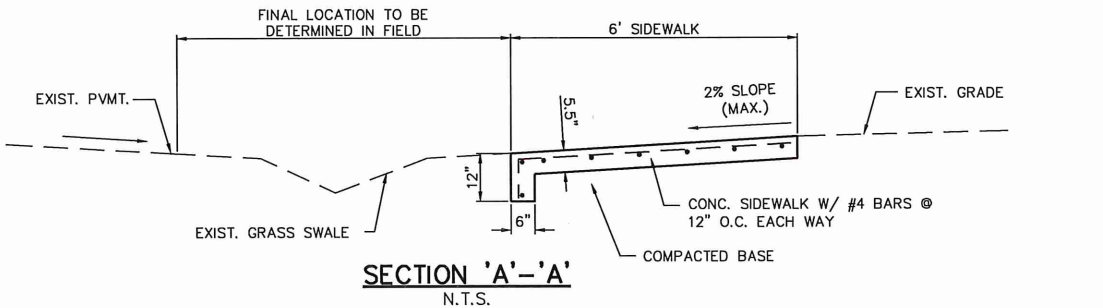
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mwm DesignGroup

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p: 512.453.0767
f: 512.453.1734

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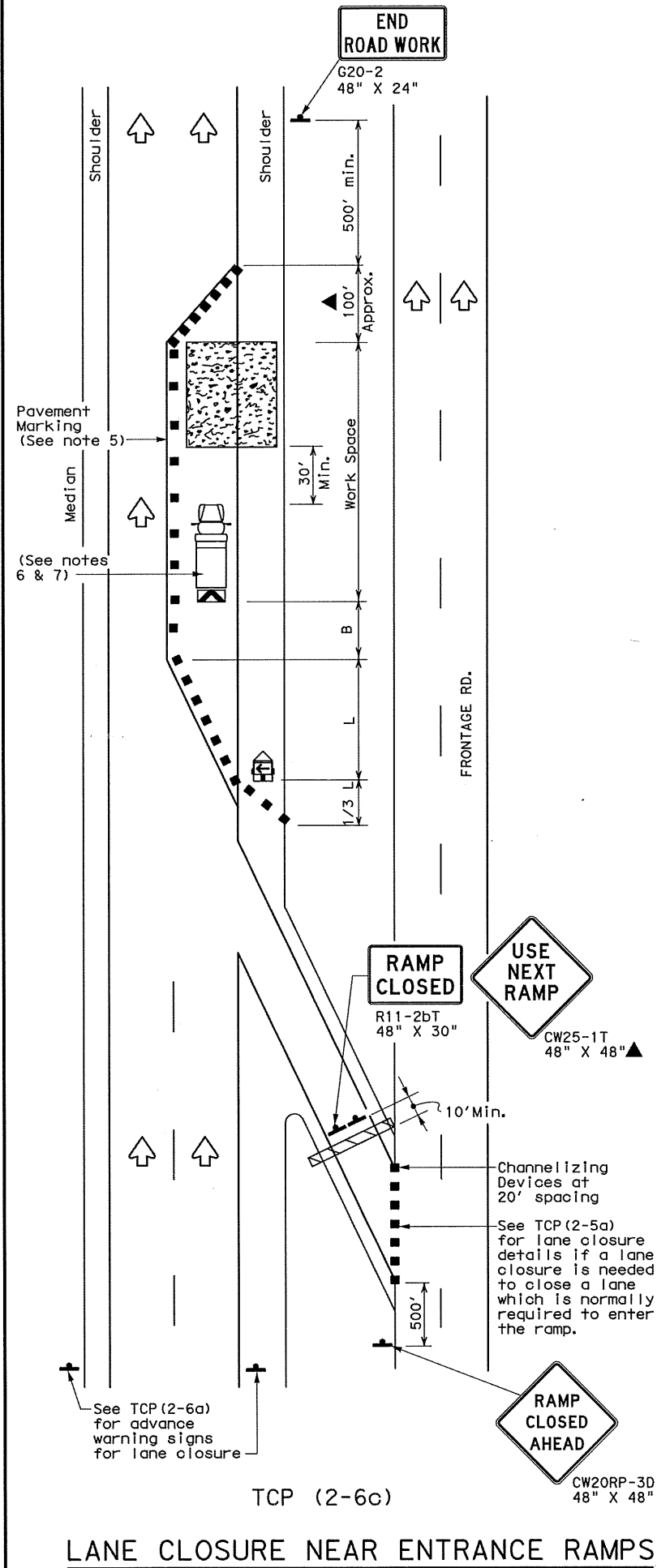
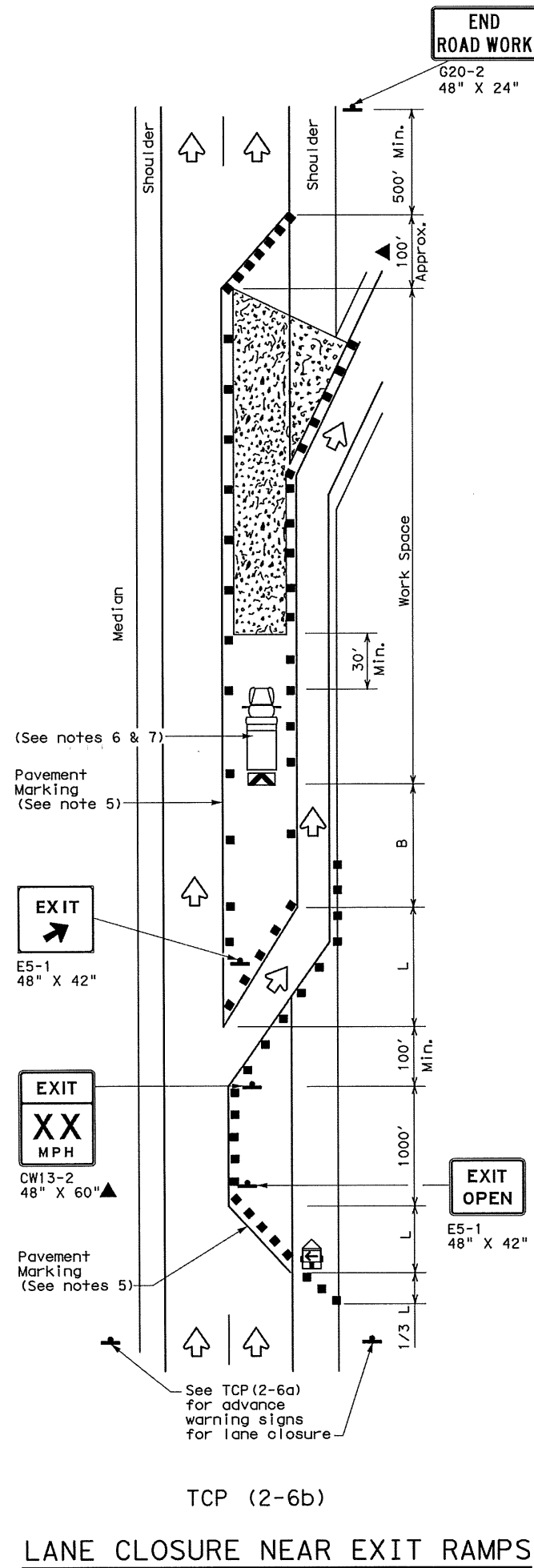
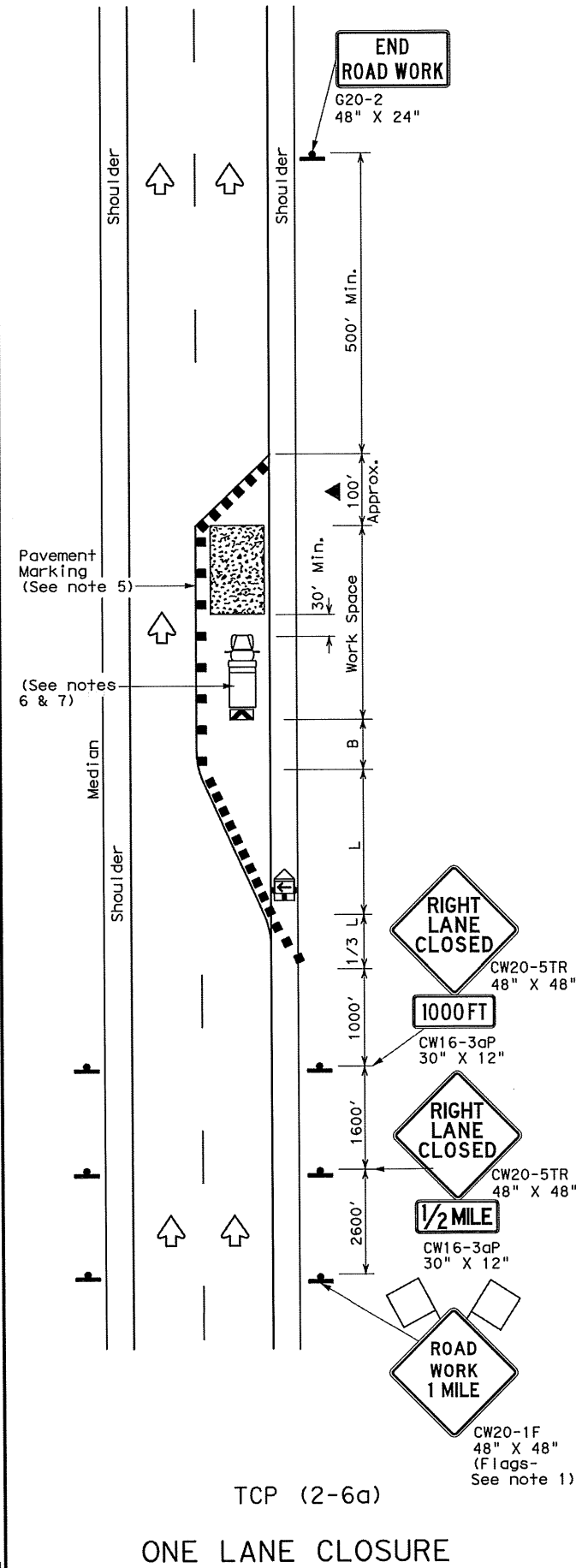
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File: Y:\375-03_Bond_Trail_Development\Gap_Plan.dwg 22x34

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DATE: FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
- Channelizing devices used along the work space or along tangent sections may be supplemented with vertical panels (VP) placed on every other channelizing device. If night time conditions make it difficult to see at least two VPs, the VPs may be placed on each channelizing device.
- The placement of pavement markings may be omitted on Intermediate-term stationary work zones with the approval of the Engineer.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

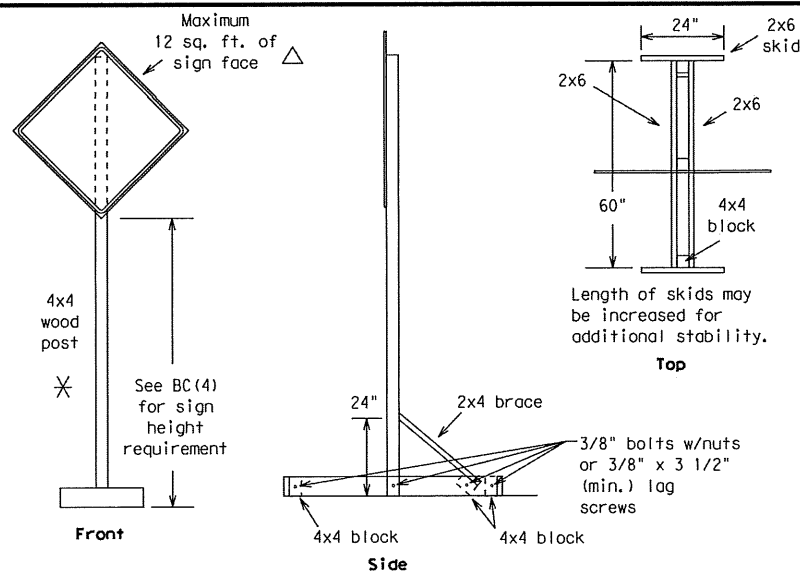
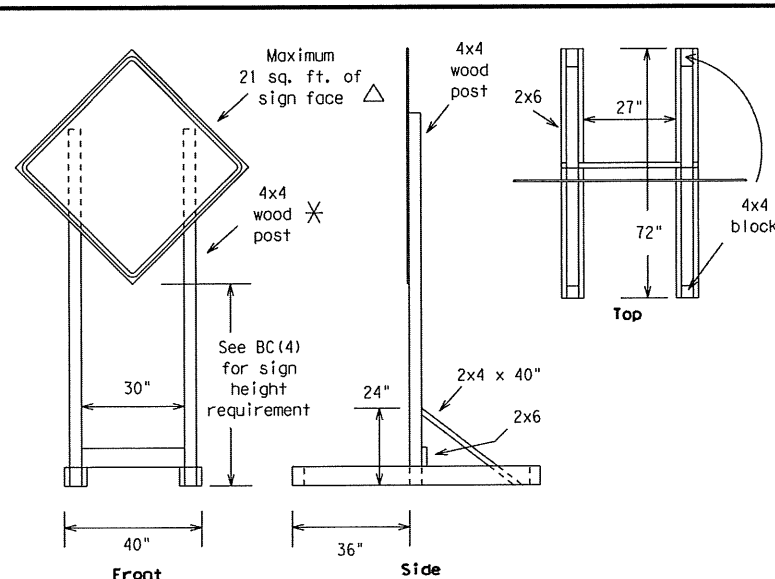
Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES ON DIVIDED HIGHWAYS

TCP (2-6) -12

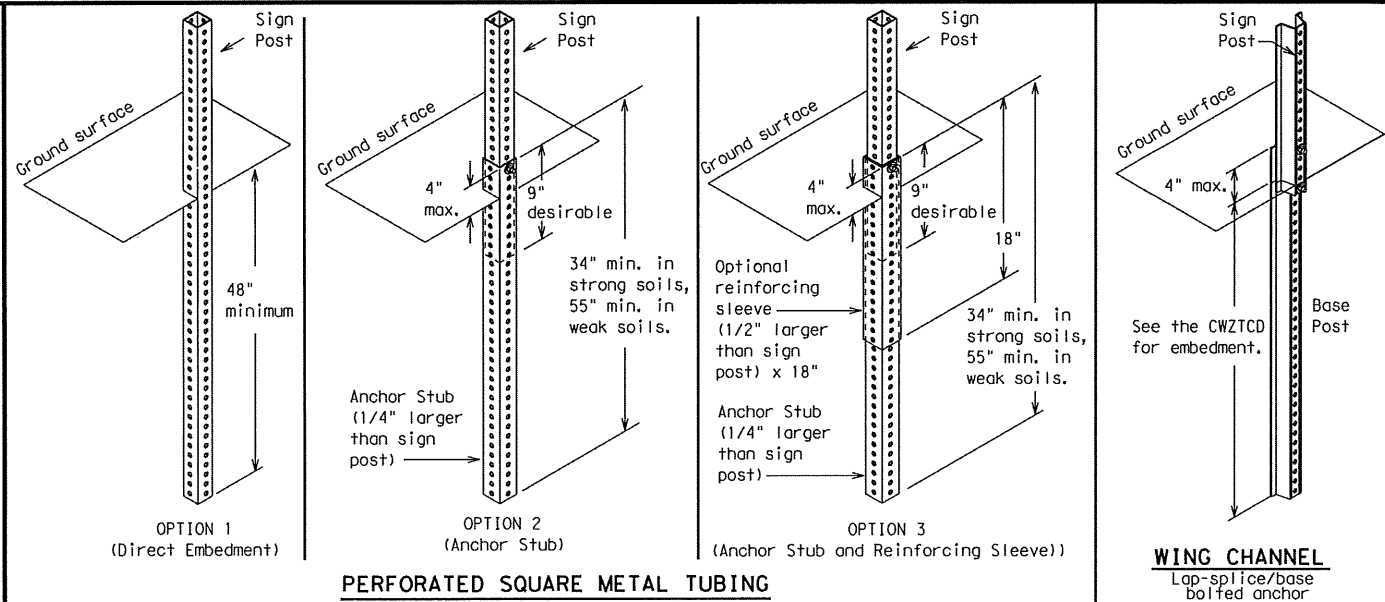
© TxDOT December 1985		DN: TxDOT	CK: TxDOT	DN: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
2-94	2-12				
8-95					
1-97					
4-98					
		DIST	COUNTY	SHEET NO.	

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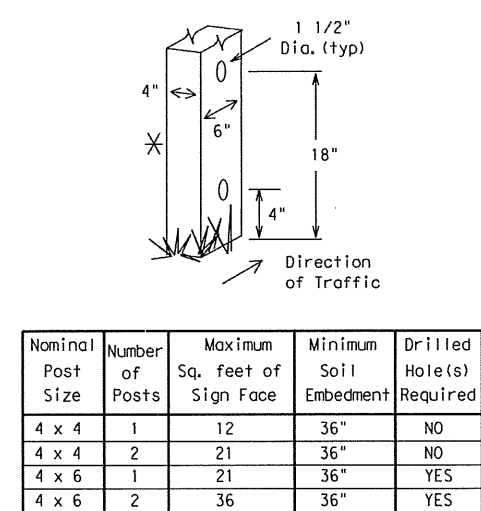
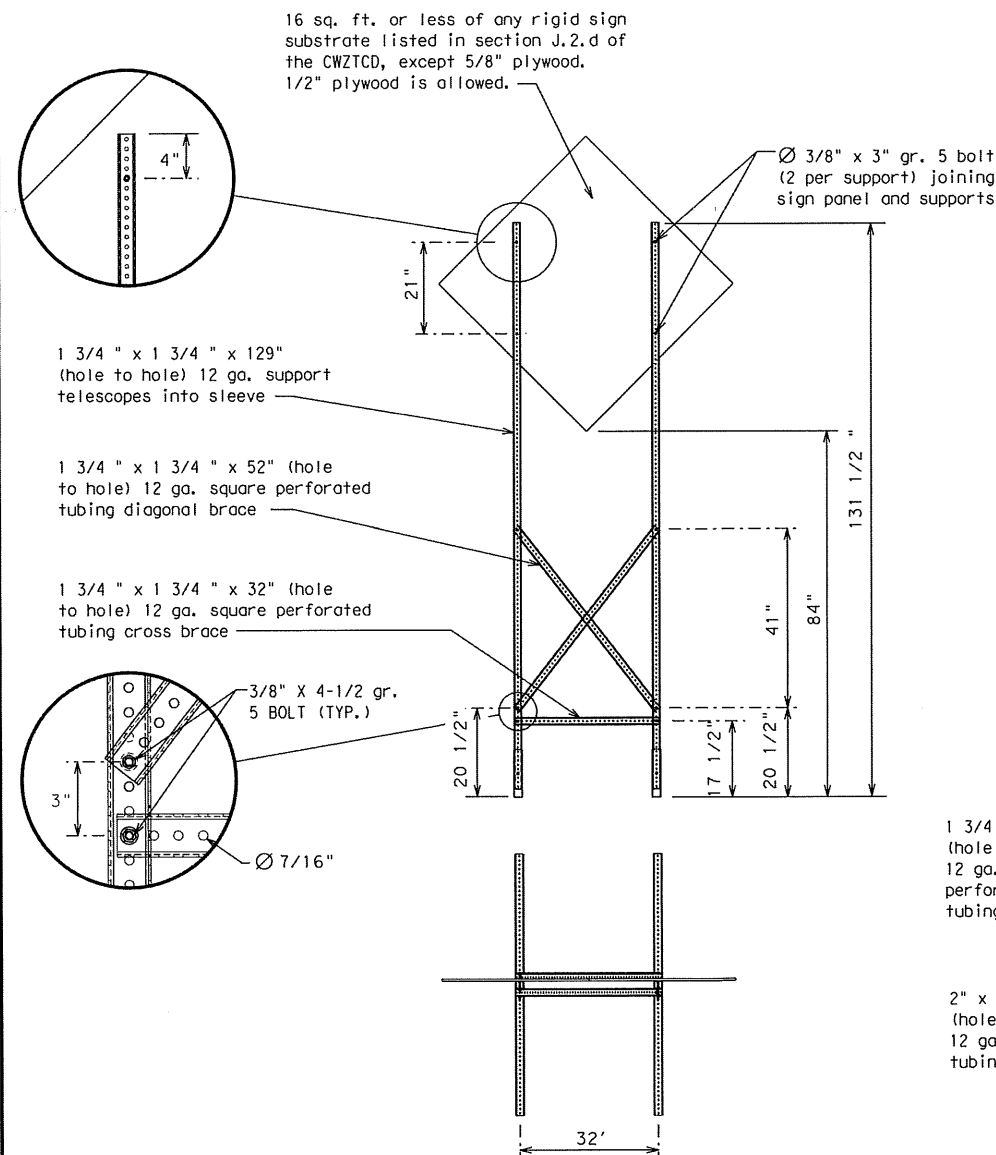
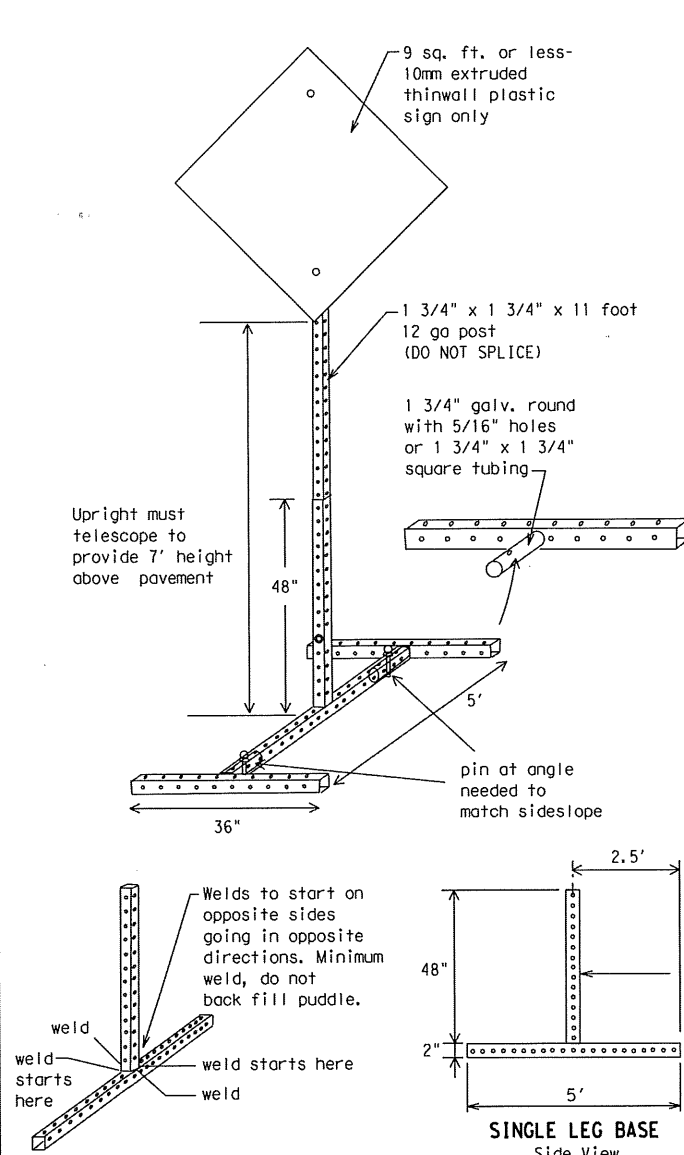
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS \square



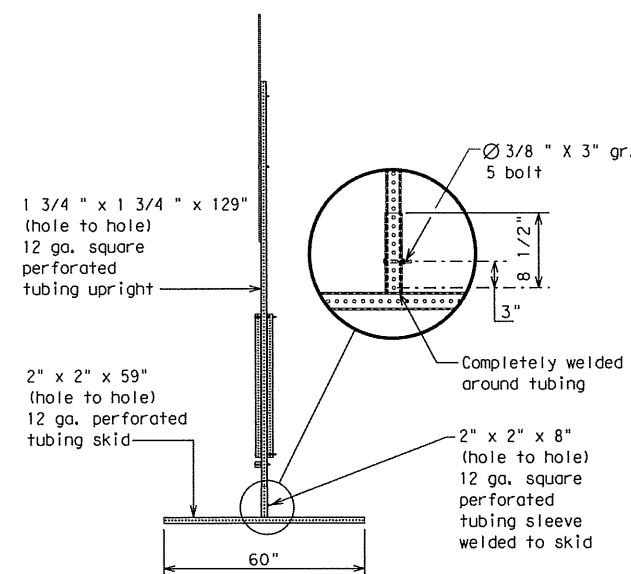
GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- \square See BC(4) for definition of "Work Duration."
- \times Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- Δ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



Traffic Operations Division Standard

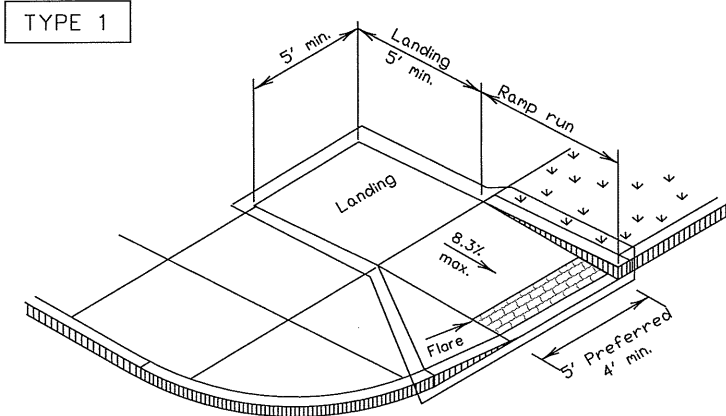
BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 14

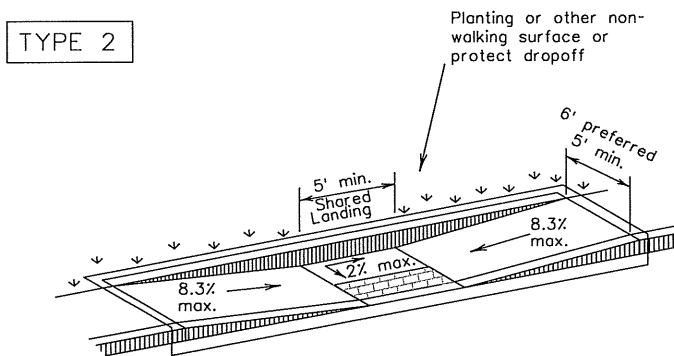
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© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				

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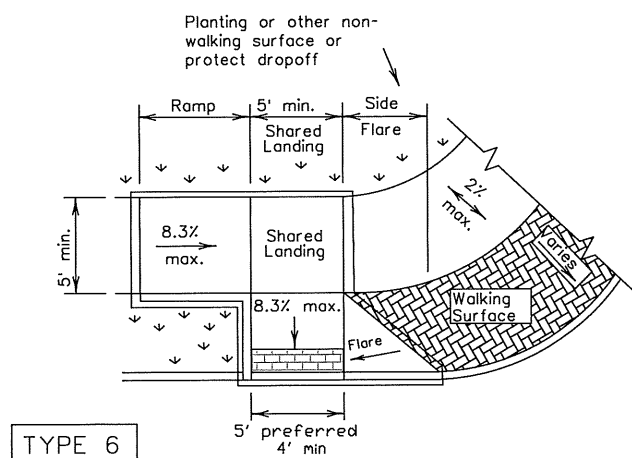
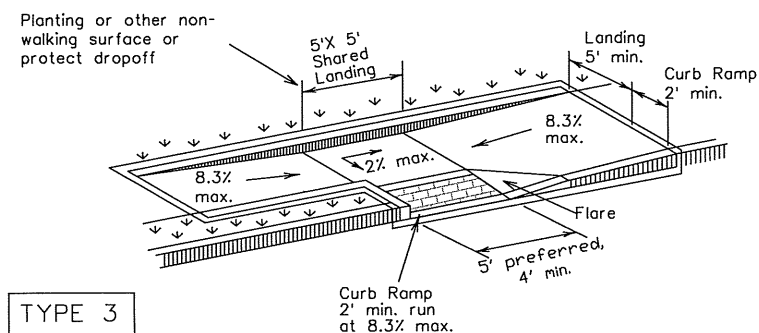
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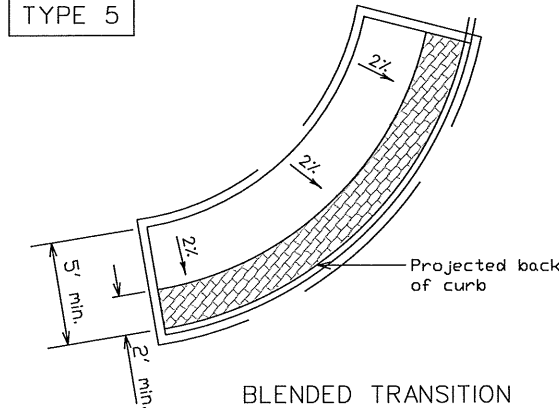
PERPENDICULAR CURB RAMP



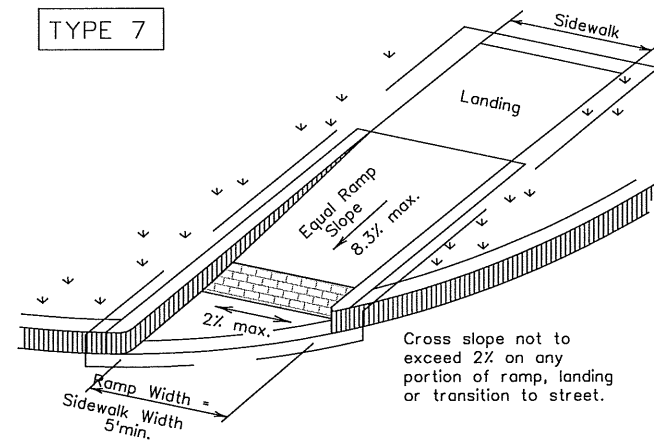
PARALLEL CURB RAMP
(Use only where water will not pond in the landing.)



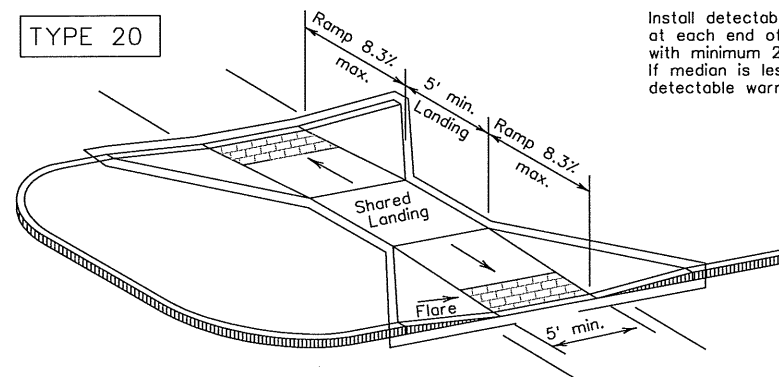
COMBINATION CURB RAMPS



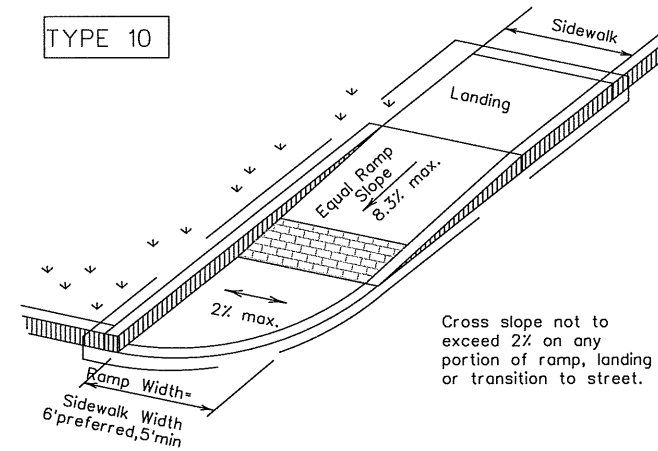
BLENDED TRANSITION



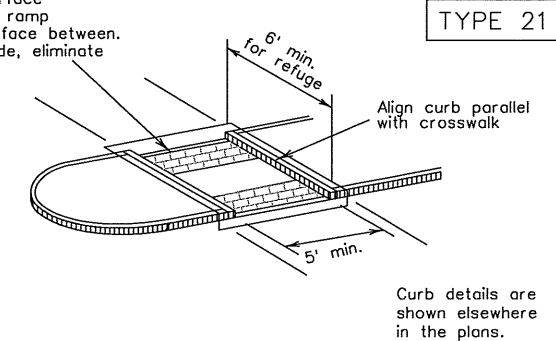
(Sidewalk set back from curb)



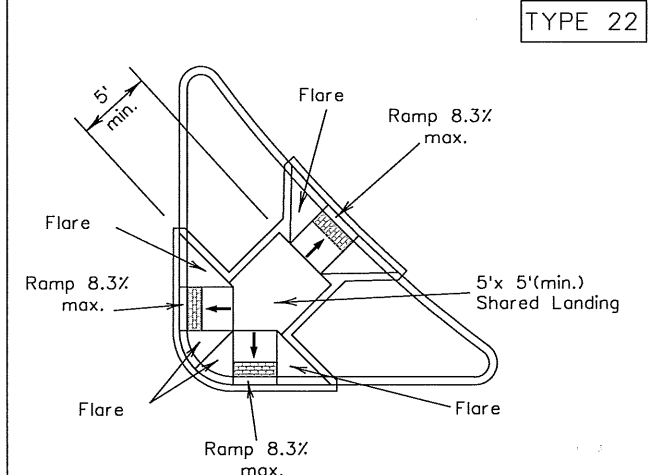
CURB RAMPS AT MEDIAN ISLANDS



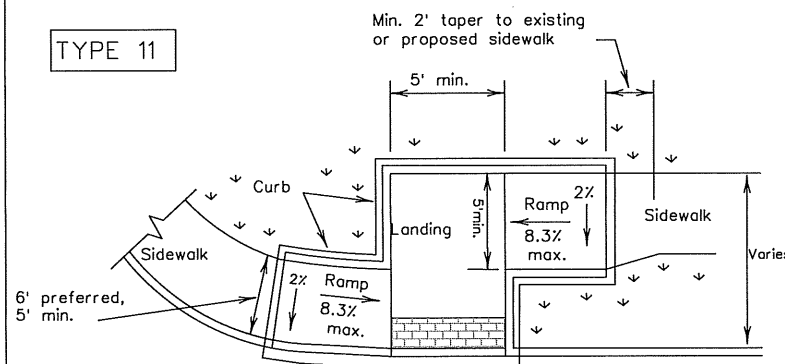
(Sidewalk adjacent to curb)



Curb details are shown elsewhere in the plans.



COMBINATION ISLAND RAMPS



OFFSET PARALLEL CURB RAMP

NOTES / LEGEND:

See General Notes on sheet 2 of 4 for more information.

Denotes planting or non-walking surface not part of pedestrian circulation path.

Ramp Limits of Payment

Detectable Warning Surface

SHEET 1 OF 4

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD
© TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST	COUNTY		SHEET NO.

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DATE: \$DATE\$ TIME: \$TIME\$ FILE: \$FILENAME\$

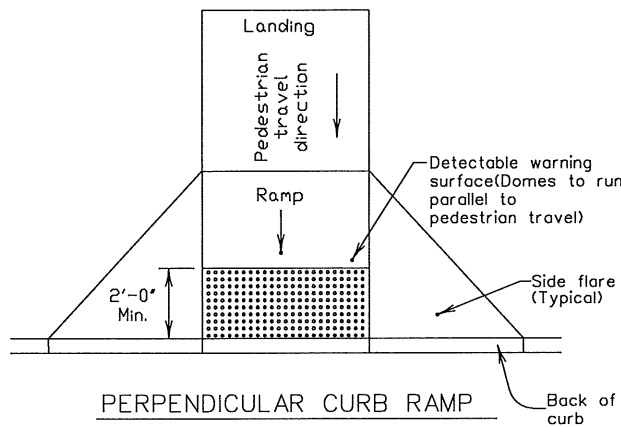
General Notes

Curb Ramps

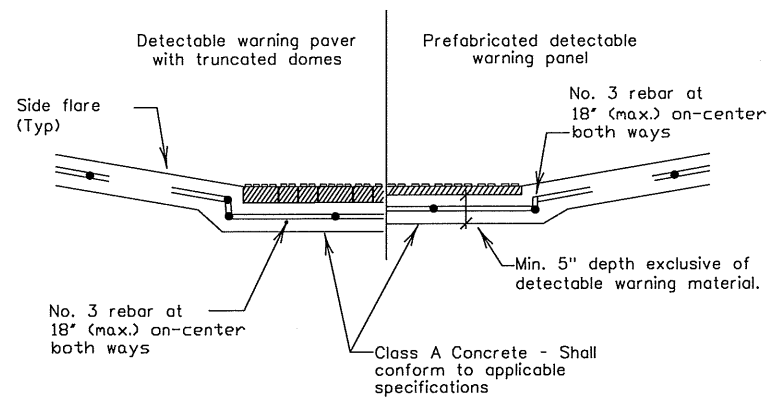
1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
4. Landings shall be 5'x 5' minimum with a maximum 2% slope in any direction.
5. Maneuvering space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 68.102.
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Handrails are not required on curb ramps. Provide curb ramps wherever on accessible route crosses (penetrates) a curb.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 'Sidewalks'.
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
17. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

Detectable Warning Material

18. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 705 of the TAS. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
19. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
20. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
22. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb. Align the rows of domes to be perpendicular to the grade break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.
23. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

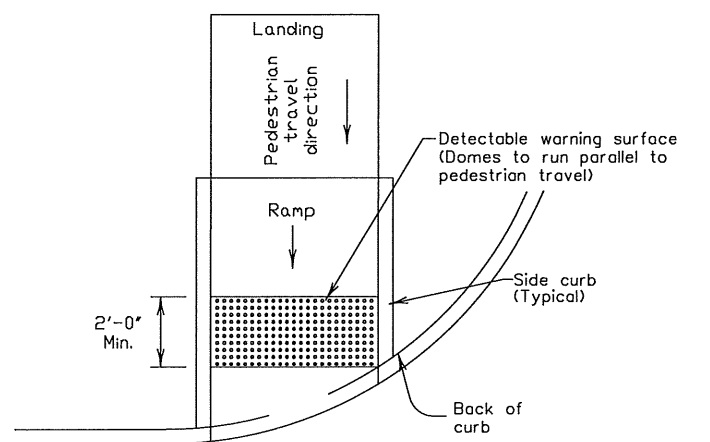


PERPENDICULAR CURB RAMP
Typical placement of detectable warning surface on sloping ramp run.

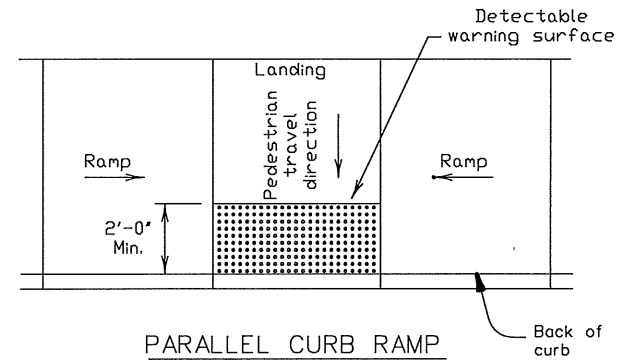


SECTION: CURB RAMP AT DETECTABLE WARNING

DETECTABLE WARNINGS



DIRECTIONAL CURB RAMP
Typical placement of detectable warning surface on sloping ramp run.



PARALLEL CURB RAMP
Typical placement of detectable warning surface on landing at street edge.

Detectable Warning Pavers

24. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
25. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.

Sidewalks

26. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within one or more reach ranges specified in TAS 308.
27. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
28. Street grades and cross slopes shall be as shown elsewhere in the plans.
29. Changes in level greater than 1/4 inch are not permitted.
30. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than 5% must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with TAS 505.
31. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
32. Driveways and turnouts shall be constructed and paid for in accordance with Item 'Intersections, Driveways and Turnouts'. Sidewalks shall be constructed and paid for in accordance with Item, 'Sidewalks'.
33. Sidewalk details are shown elsewhere in the plans.

SHEET 2 OF 4



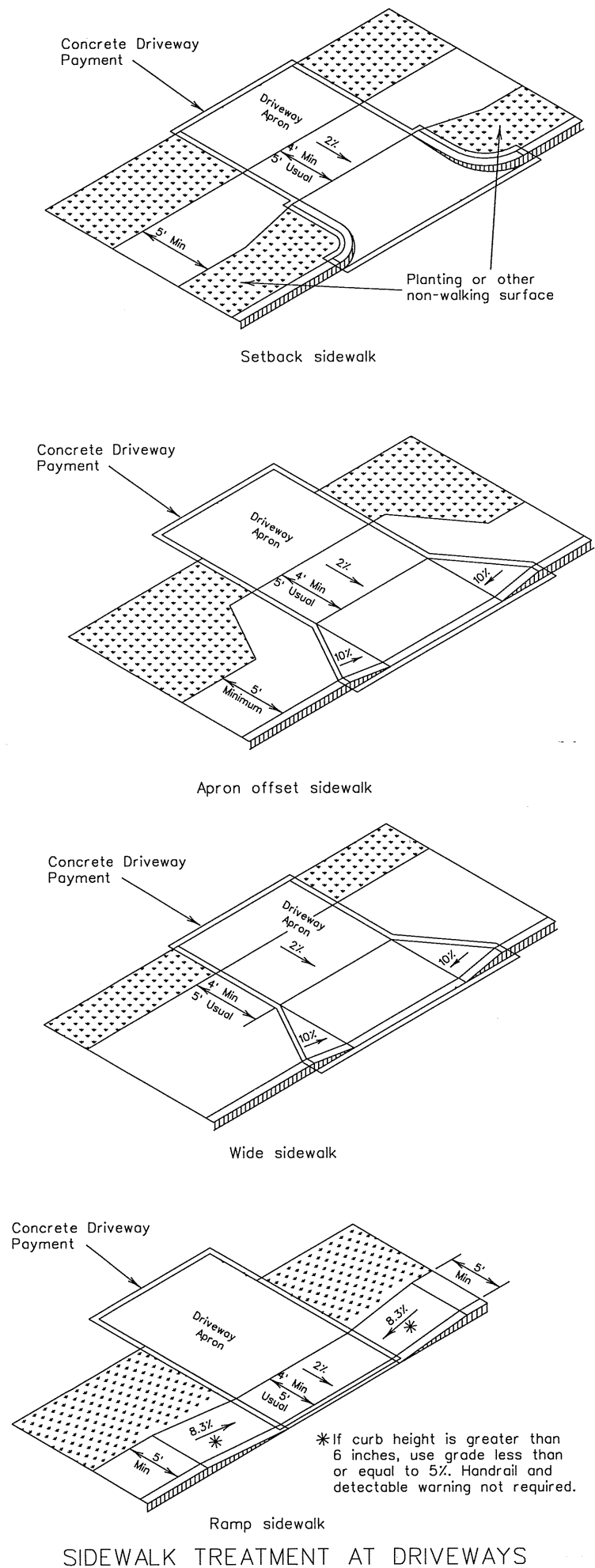
PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

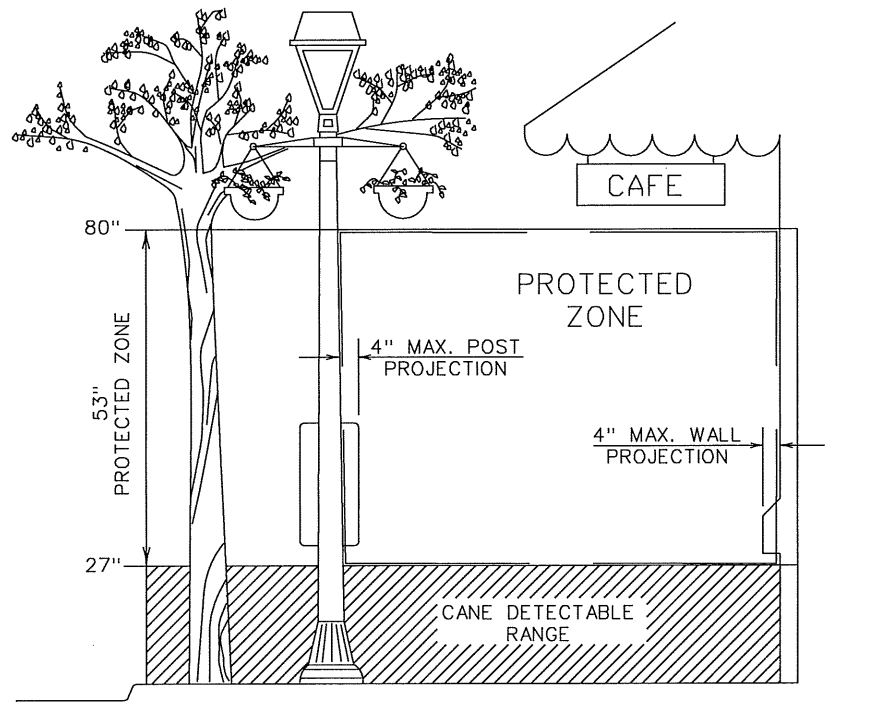
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VP June 13, 2012	DIST	COUNTY	SHEET NO.	AA2

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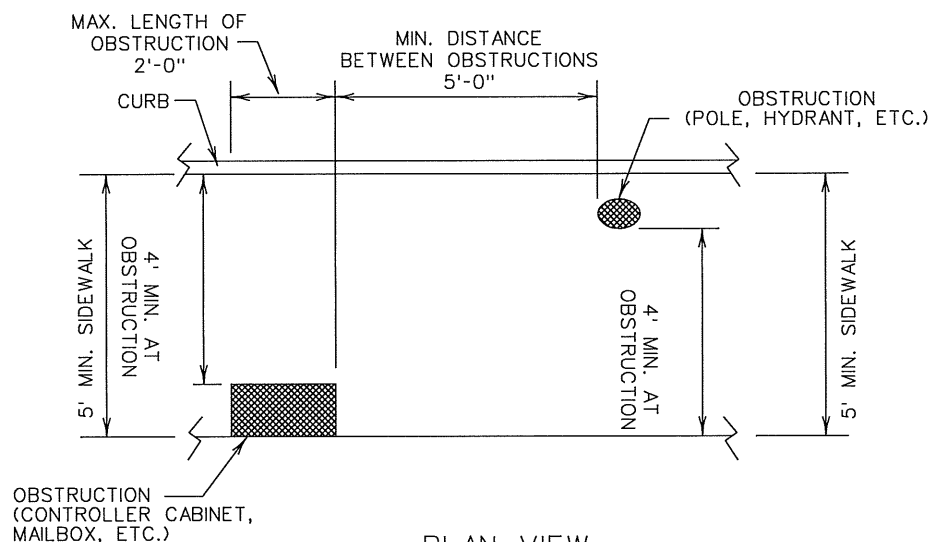
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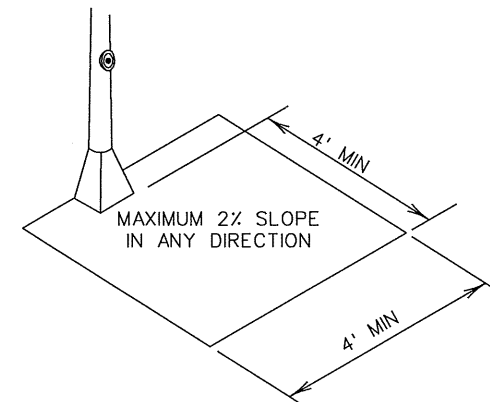
SIDEWALK TREATMENT AT DRIVEWAYS



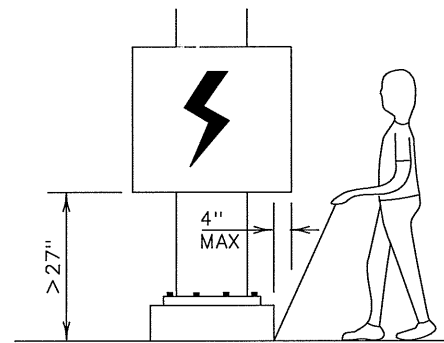
PROTECTED ZONE
In pedestrian circulation area, maximum 4" projection for post or wall mounted objects between 27" and 80" above the surface.



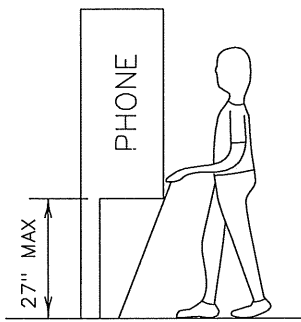
PLAN VIEW
PLACEMENT OF STREET FIXTURES
(ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' x 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.)



CLEAR GROUND SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



When an obstruction of a height greater than 27" from the surface would create a protrusion of more than 4" into the pedestrian circulation area, construct additional curb or foundation at the bottom to provide a maximum 4" overhang.



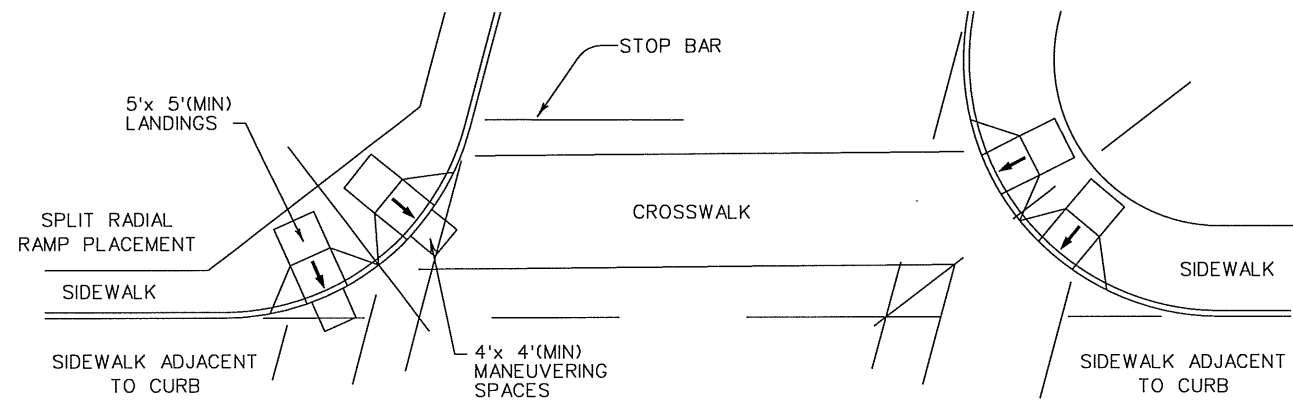
Protruding objects of a height >27" are detectable by cane and do not require additional treatment.

DETECTION BARRIER FOR VERTICAL CLEARANCE <80"

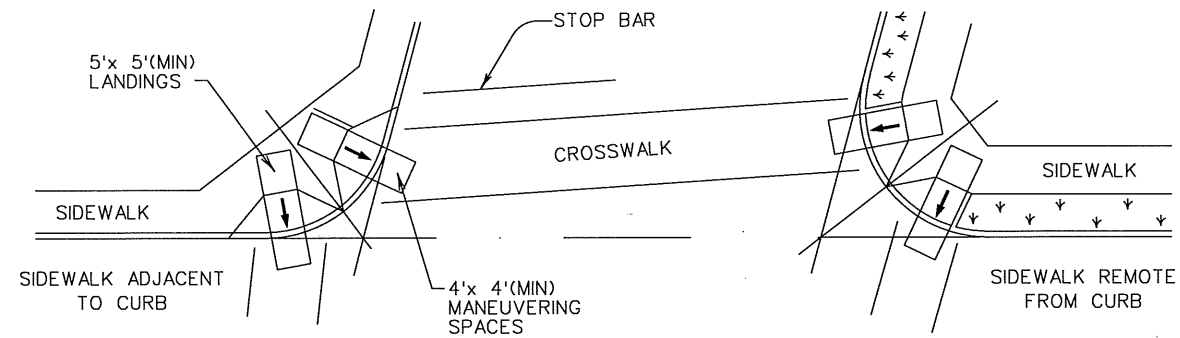
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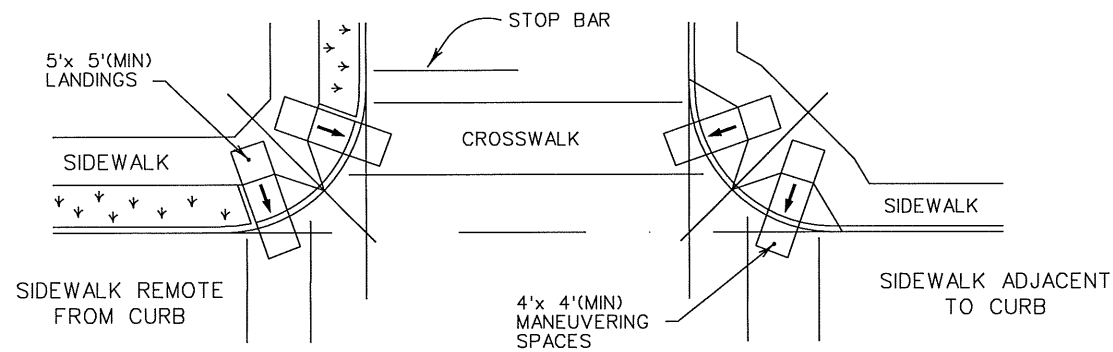
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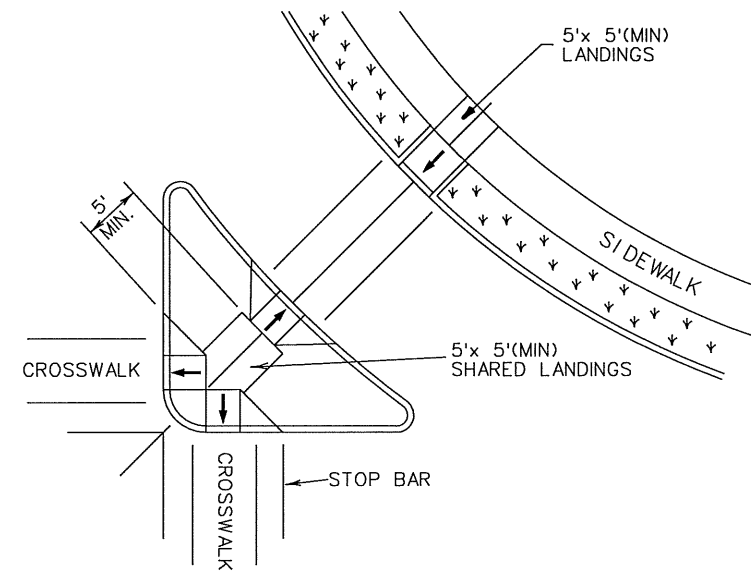
SKewed INTERSECTION WITH "LARGE" RADIUS



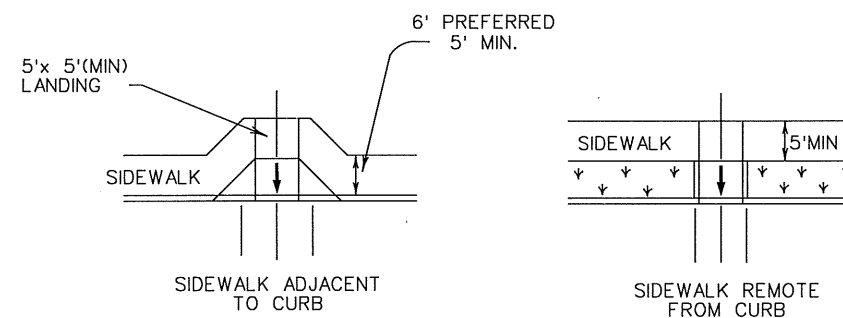
SKewed INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

TYPICAL CROSSING LAYOUTS

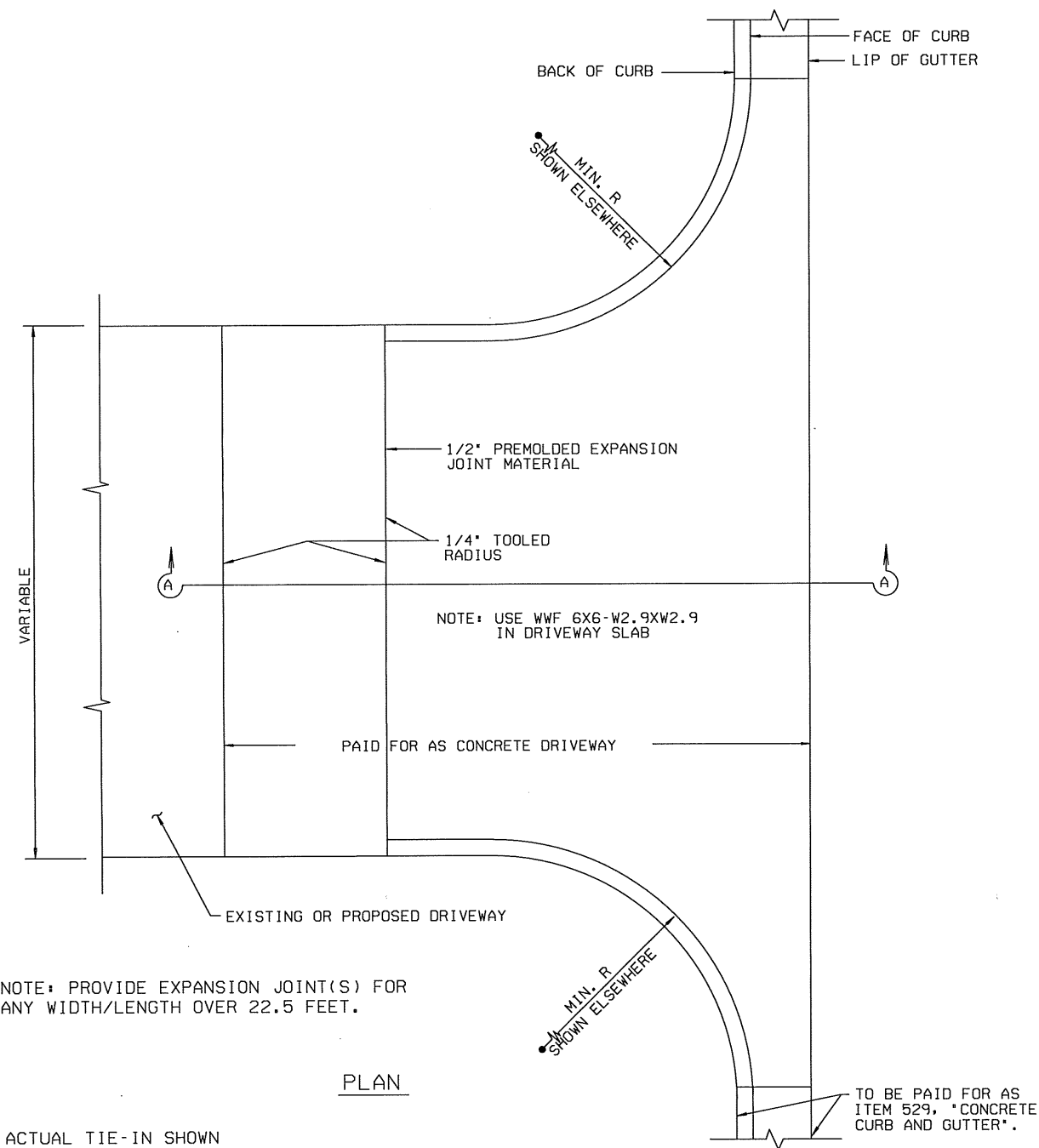
SHEET 4 OF 4



PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

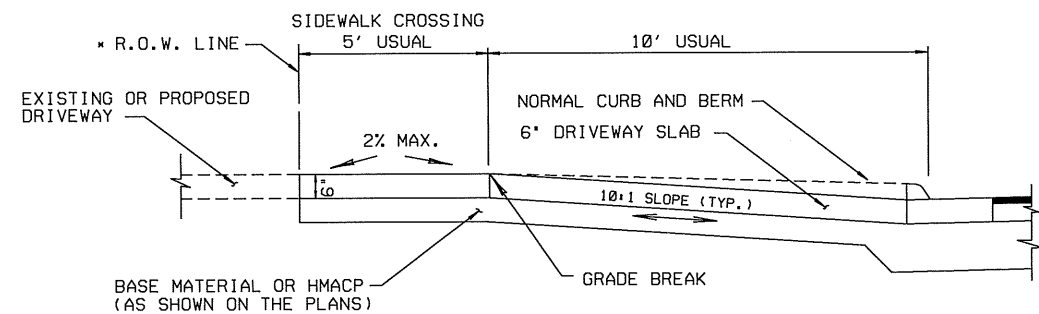
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VP June 13, 2012	DIST	COUNTY	SHEET NO.	



NOTE: PROVIDE EXPANSION JOINT(S) FOR ANY WIDTH/LENGTH OVER 22.5 FEET.

PLAN

* ACTUAL TIE-IN SHOWN ELSEWHERE IN PLANS OR AS DIRECTED.



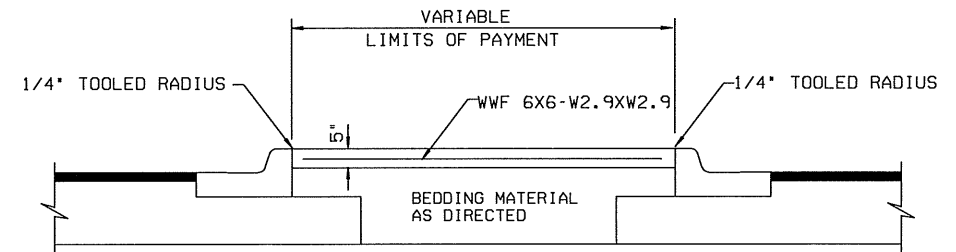
SECTION A-A

CONCRETE DRIVEWAY DETAILS

PAYMENT FOR DRIVEWAYS WILL BE IN ACCORDANCE WITH ITEM 530, "DRIVEWAYS".

ENSURE GRADE BREAK DOES NOT EXCEED 8% UNLESS OTHERWISE DIRECTED.

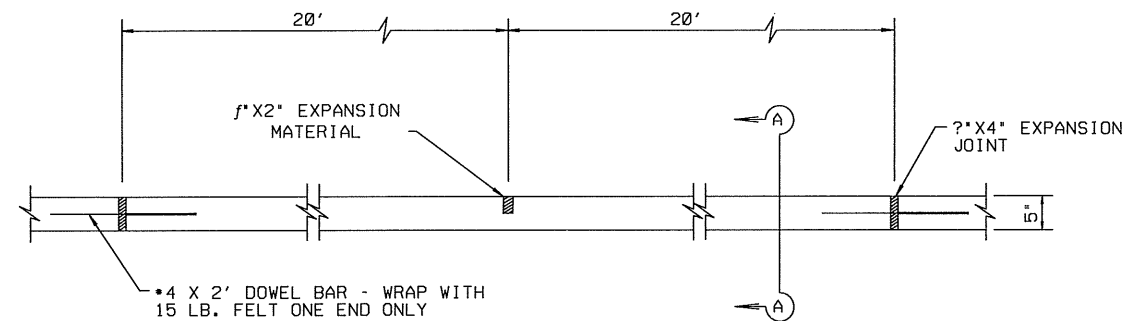
PROVIDE ABSOLUTE MINIMUM SIDEWALK CROSSING WIDTH OF 3' FOR DRIVEWAY WIDTH OF 20' OR LESS.



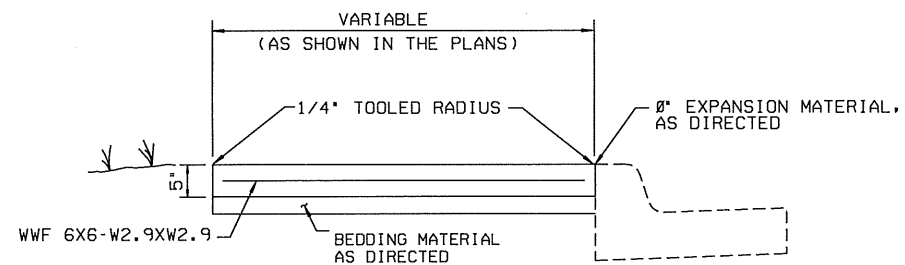
RIPRAP MEDIAN DETAIL

USE CLASS B CONCRETE FOR RIPRAP.

PAYMENT OF RIPRAP MEDIAN WILL BE IN ACCORDANCE WITH ITEM 432, "RIPRAP".



ELEVATION



SECTION A-A

SIDEWALK DETAILS

PLACE A 2" EXPANSION JOINT AT 40' (MAX.) INTERVALS AND AT SIDEWALK ENDS.

EXPANSION JOINTS WILL BE CONTINUOUS WITH ADJACENT CURB AND GUTTER JOINTS.

PLACE A 2" TOOLED RADIUS AT ALL JOINTS.

ENSURE THE CROSS SLOPE OF THE SIDEWALK DOES NOT EXCEED 2%.

PAYMENT FOR SIDEWALK WILL BE IN ACCORDANCE WITH ITEM 531, "SIDEWALKS".

SEE STATEWIDE PED STANDARD FOR ADDITIONAL PEDESTRIAN ELEMENT CRITERIA.

USE CLASS A CONCRETE UNLESS NOTED OTHERWISE IN THE PLANS.



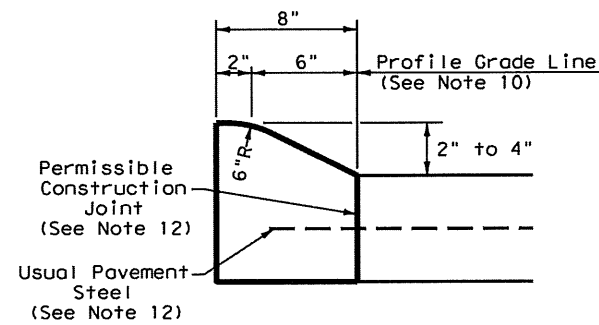
CONCRETE DRIVEWAYS, SIDEWALKS AND RIPRAP MEDIANS

AUSTIN DISTRICT STANDARD

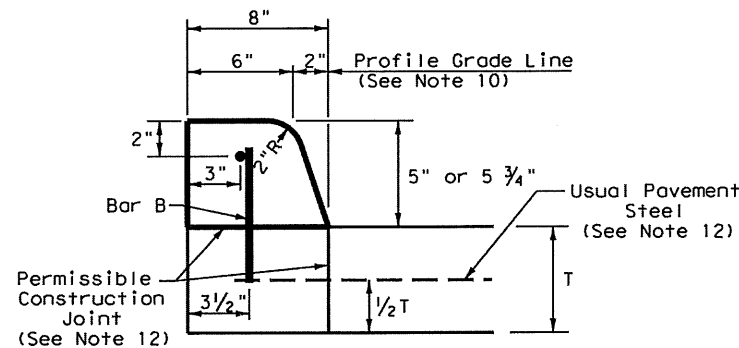
©TXDOT 2002	DIST	FED REG	FEDERAL AID PROJECT	SHEET
REVISIONS 4/03 DISTRICT UPDATE 9/04 2004 UPDATE 1/15 MODIFIED DETAILS	AUS	6		
	COUNTY	CONTROL	JOB	HIGHWAY

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

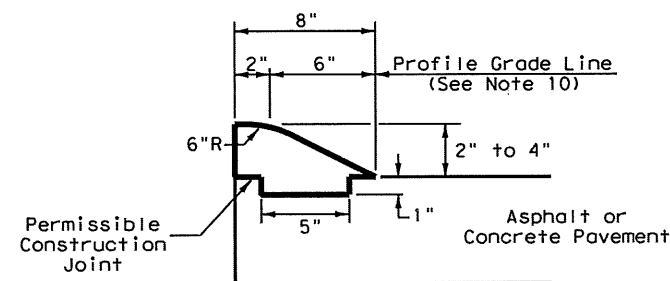
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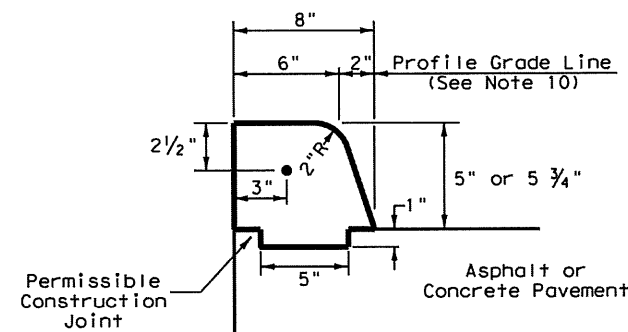
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2" - 4" HEIGHT



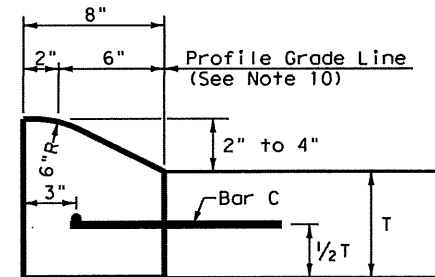
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5" - 5 3/4" HEIGHT



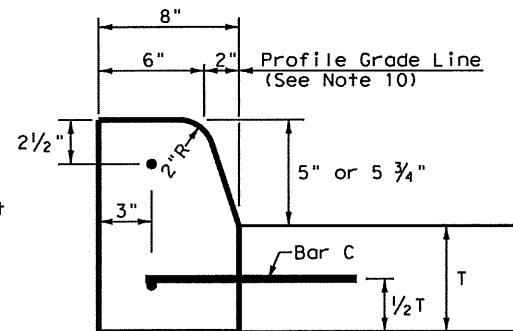
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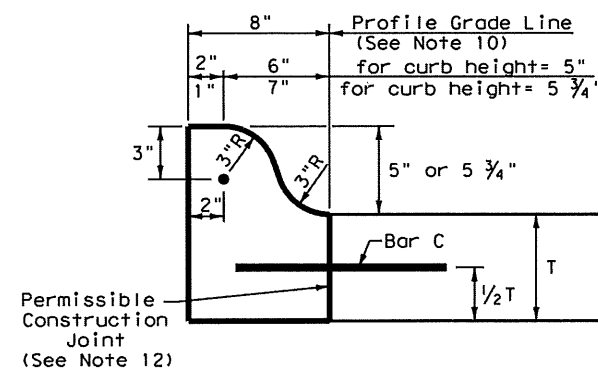
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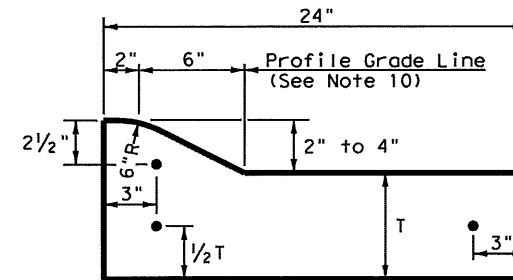
TYPE I CURB
2" - 4" HEIGHT



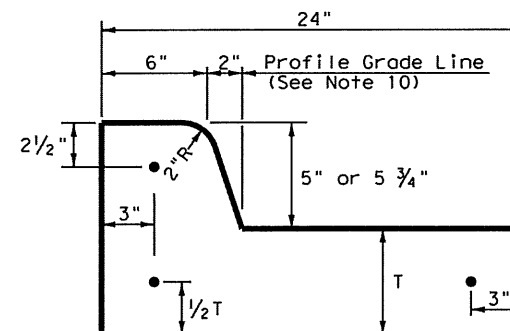
TYPE II CURB
5" - 5 3/4" HEIGHT



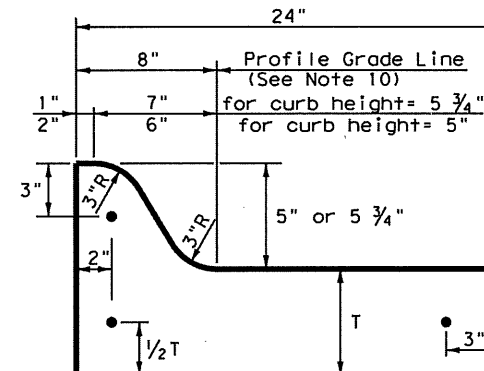
TYPE IIa CURB
5" - 5 3/4" HEIGHT



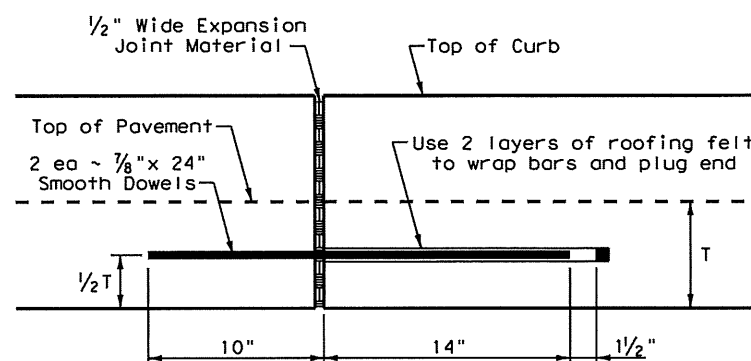
TYPE I CURB AND GUTTER
2" - 4" HEIGHT



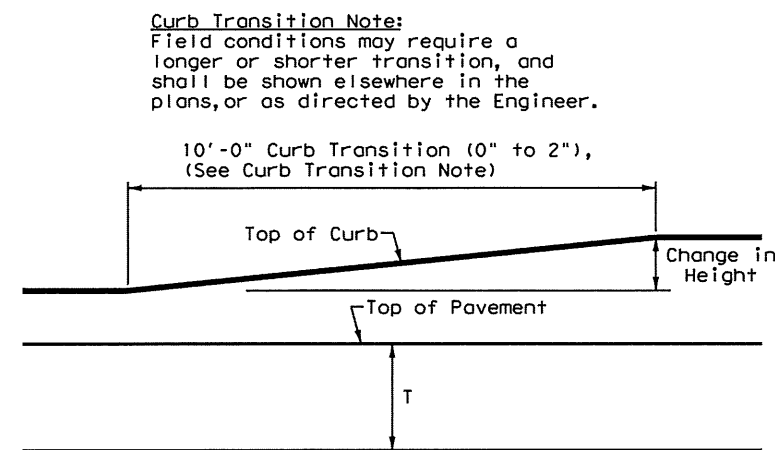
TYPE II CURB AND GUTTER
5" - 5 3/4" HEIGHT



TYPE IIa CURB AND GUTTER
5" - 5 3/4" HEIGHT



EXPANSION JOINT DETAIL

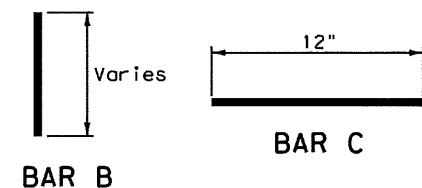


CURB TRANSITION

Note: To be paid for as Highest Curb

General Notes

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No.4 unless otherwise shown. The use of synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Producer List (MPL), maintained by TxDOT, Construction Division.
4. Round exposed sharp edges with a rounding tool, to a minimum radius of 1/4 inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is placed on existing concrete pavement, the pavement shall be drilled and the reinforcing bars grouted in place.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When vertical permissible construction joints are used, resulting in a longitudinal construction joint in the pavement, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans for longitudinal construction joints. Reinforcing steel for curb section shall then conform to that required for concrete curb.



Curb Transition Note:
Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.


 Texas Department of Transportation		Design Division Standard	
<div>CONCRETE CURB AND CURB AND GUTTER CCCG-12</div>			
FILE: cccg12.dgn	DN: TxDOT	CK: AM	DW: VP
© TxDOT: 1995	CONT	SECT	JOB
REVISIONS			HIGHWAY
UPDATED 2012 - VP	DIST	COUNTY	SHEET NO.

Exhibit D

Certificate of Insurance (TxDOT Form 1560)



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Muniz Concrete & Contracting Inc.

Street/Mailing Address: P.O. Box 6596

City/State/Zip: Austin, Texas 78762

Phone Number: (512) 385 - 2334

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Mutual Insurance Co.			Carrier Phone #: (800) 859 - 5995	
Address: P O Box 841843			City, State, Zip: Dallas, Texas 75284	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	TSF0001157646	05/07/2016	05/07/2017	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Bitco General Insurance Corp.			Carrier Phone #: (800) 475 - 4477	
Address: Rock Island IL 61201			City, State, Zip: Rock Island, IL 61201	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	CLP3634746	03/13/2016	03/13/2017	Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Bitco General Insurance Corp.			Carrier Phone #: (800) 475 - 4477	
Address: 320 18th St.			City, State, Zip: Rock Island IL 61201	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	CAP3634747	03/13/2016	03/13/2017	Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: Bitco General Insurance Corp.			Carrier Phone #: (800) 475 - 4477	
Address: 320 18th St.			City, State, Zip: Rock Island IL 61201	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy	CUP2808687	03/13/2016	03/13/2017	5,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

Time Insurance Agency Inc.

Address

1405 E. Riverside Dr.

City, State, Zip Code

Austin, Texas 78741

(512) 447 - 7773

Authorized Agent's Phone Number

John Schuler

Authorized Agent Original Signature

5-31-16

Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)

Exhibit E

Attachment A (FHWA Additional Requirements)

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E