



**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 the city of Pflugerville \_\_\_\_\_, hereinafter called the "City" \_\_\_\_\_, party of the second part, is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, on the 14th day of June, 20 16, the governing body for the City, entered into Resolution/Ordinance No. 1501-16-06-14-0329 hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

**WHEREAS**, the City has requested the State to permit the construction, maintenance and operation of a public sidewalk on the highway right of way, (ROADWAY FM 1825 CONTROL SECTION NO. 1902-01 ). (General description of area including either the control number or GPS coordinates.) N. side of FM 1825 between Meadow Lake and Swenson Farms. 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 City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City 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**

The City \_\_\_\_\_ 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 site or off site, by the City \_\_\_\_\_ 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 City \_\_\_\_\_ and found not to comply with ADA or TAS shall be corrected at the entire expense of the \_\_\_\_\_ City \_\_\_\_\_.

### **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 1<sup>1</sup>/<sub>2</sub> 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 City \_\_\_\_\_ . 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 City \_\_\_\_\_ has failed to comply with these responsibilities, it will perform the necessary work and charge City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_ for the use of the facility under this agreement, the \_\_\_\_\_ City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_'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 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 \_\_\_\_\_ City \_\_\_\_\_ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that \_\_\_\_\_ City \_\_\_\_\_ has failed to timely remove the facility, it will perform the necessary work and charge \_\_\_\_\_ City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The \_\_\_\_\_ City \_\_\_\_\_ 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

The City 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 2016, THE City (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 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 \_\_\_\_\_ City \_\_\_\_\_. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the \_\_\_\_\_ City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_, 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. \_\_\_\_\_ City \_\_\_\_\_ shall include TxDOT as an additional insured by endorsement in \_\_\_\_\_ City \_\_\_\_\_'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the \_\_\_\_\_ City \_\_\_\_\_'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 \_\_\_\_\_ City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_, 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 City \_\_\_\_\_ 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 City \_\_\_\_\_ 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 \_\_\_\_\_ City \_\_\_\_\_ 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:

<b>STATE</b> (Mailing Address)	<b>(Name of other party)</b> (Mailing Address)
Texas Department of Transportation	City of Pflugerville
Maintenance Division	Attn: Patricia Davis
125 East 11th Street	100 E. Main St.
Austin, Texas 78701-2483	Pflugerville, TX 78691

## 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


City of Pflugerville on the 23rd day of August, 2016, and the  
State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF TEXAS

City of Pflugerville

(Name of other party)

By:

  
Signature

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.

Brandon E. Wade

Printed Name

By:



City Manager

Title

Signature

Date

10/6/2016

Michael C. Anderson, P.E.

Deputy Director, Maintenance Division

City of Pflugerville

Agency

Date

City Manager's Office (512) 990-6101

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

  
District Engineer

Terry G. McCoy, P.E.

Printed Name

08-30-2016

Date

## 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

**SUPPORTING  
RESOLUTION or ORDINANCE**

RESOLUTION NO. 1501-16-06-14-0329

**RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS  
ADOPTING A MULTIPLE USE AGREEMENT WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the City of Pflugerville is proposing the construction of new pedestrian facilities along the north side of FM 1825 between Meadow Lane and Swenson Farms; and

**WHEREAS**, it is a requirement of the Texas Department of Transportation that any municipality constructing new pedestrian facilities located within TxDOT right of way enter into a Multiple Use Agreement; and

**WHEREAS**, the City of Pflugerville will maintain all City constructed pedestrian improvements within the Texas Department of Transportation right of way along the north side of FM 1825 between Meadow Lane and Swenson Farms.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:**

That the City of Pflugerville hereby adopts effective this date, the Texas Department of Transportation Multiple Use Agreement associated with the pedestrian improvements along the north side of FM 1825 between Meadow Lane and Swenson Farms.

PASSED AND APPROVED this 14<sup>th</sup> day of June 2016.

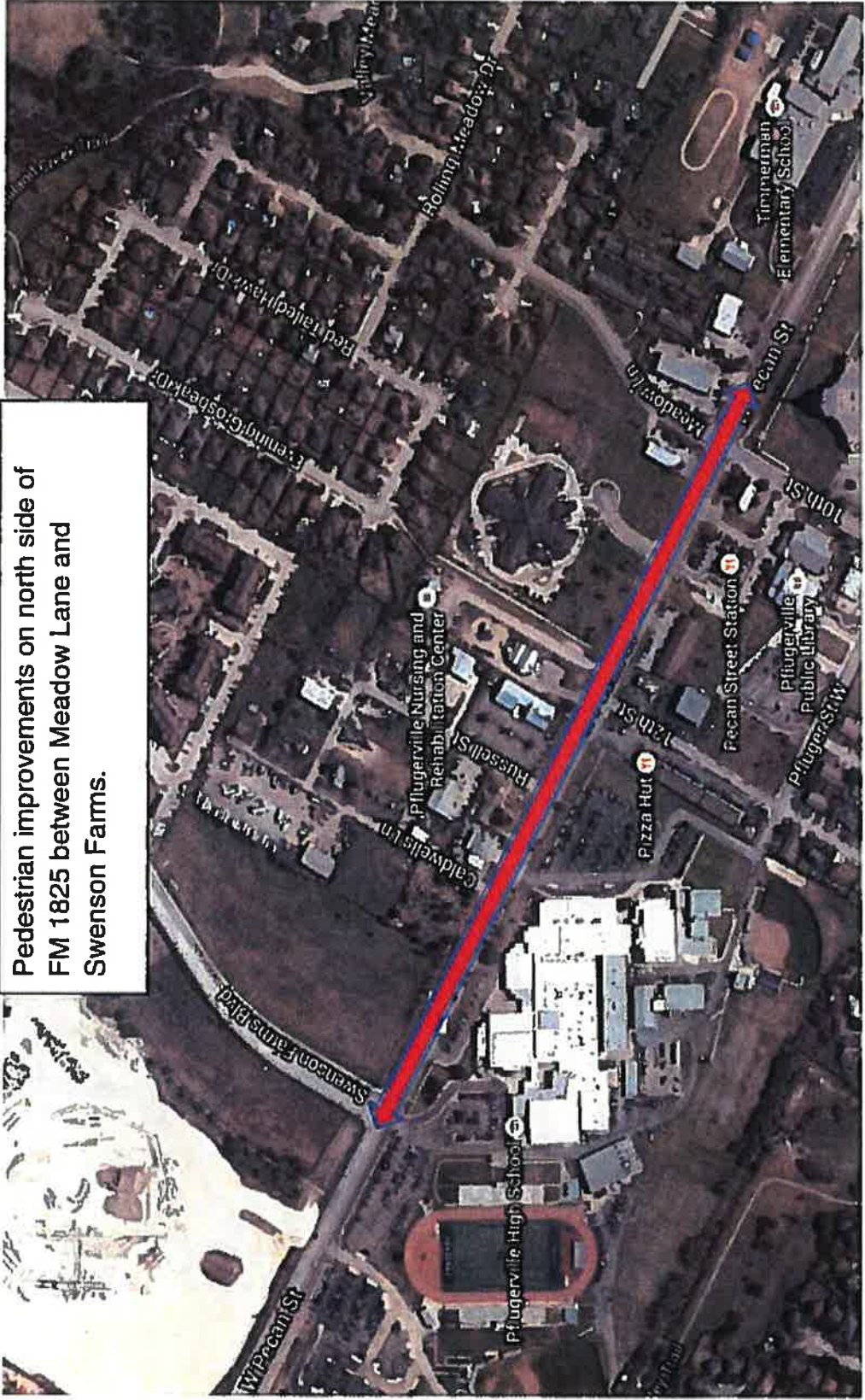
  
\_\_\_\_\_  
Jeff Coleman, Mayor

ATTEST:

  
\_\_\_\_\_  
Karen Thompson, City Secretary

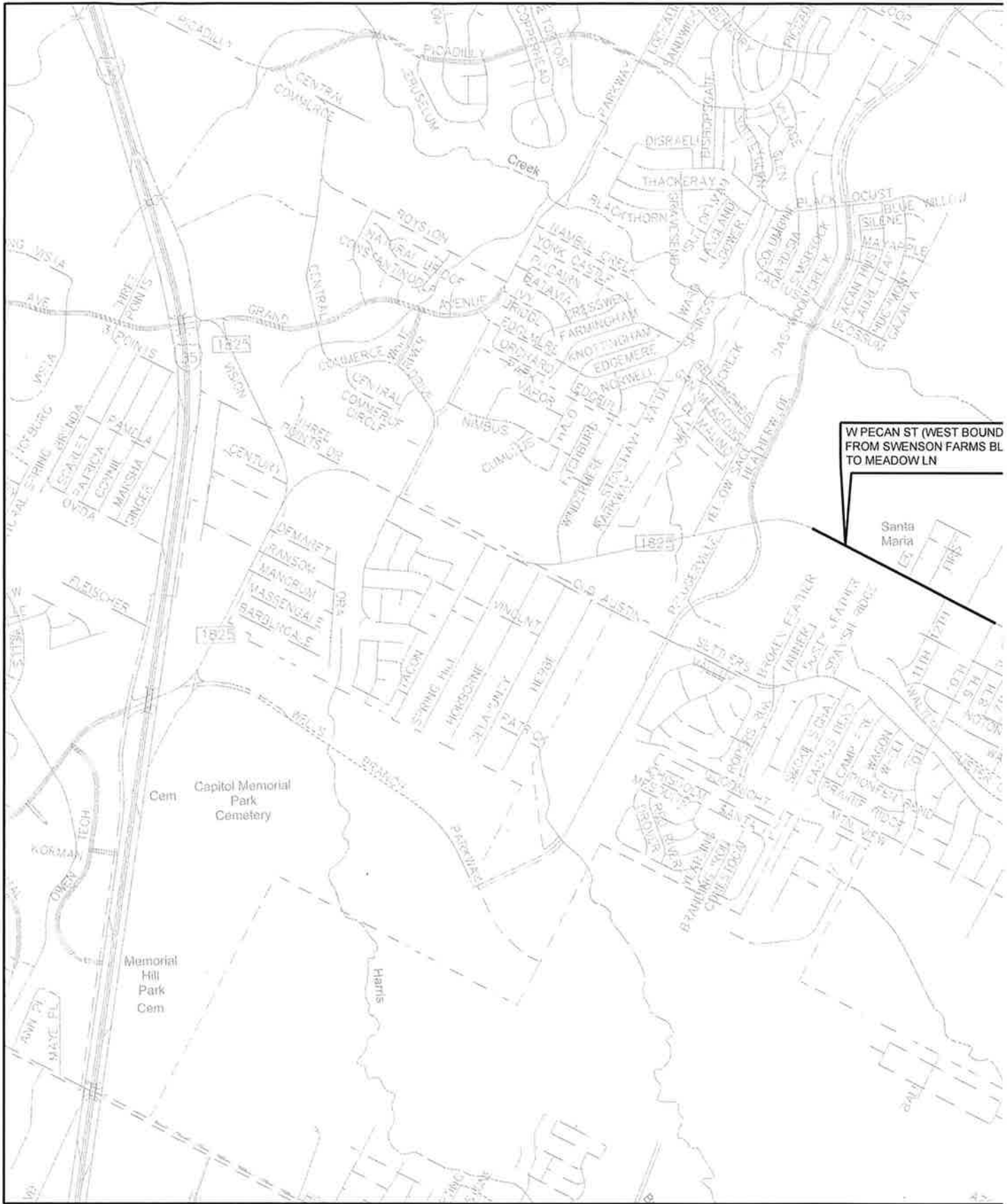
**EXHIBIT A**

**General Layout and Location**



Pedestrian improvements on north side of FM 1825 between Meadow Lane and Swenson Farms.

**EXHIBIT B**  
**Proposed Construction Plans**  
**(Metes and Bounds Description)**



W PECAN ST (WEST BOUND FROM SWENSON FARMS BL TO MEADOW LN)

Santa Maria

Cem. Capitol Memorial Park Cemetery

Memorial Hill Park Cem

Harris

**mwm**  
Design Group

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



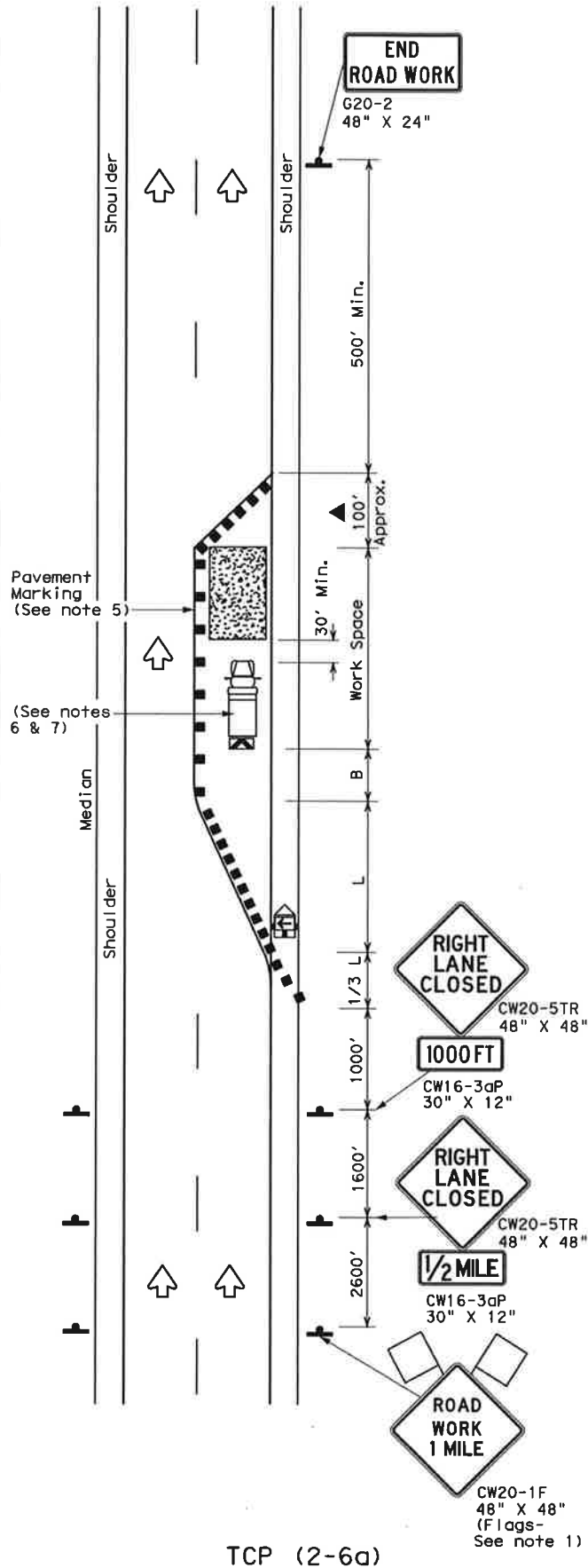




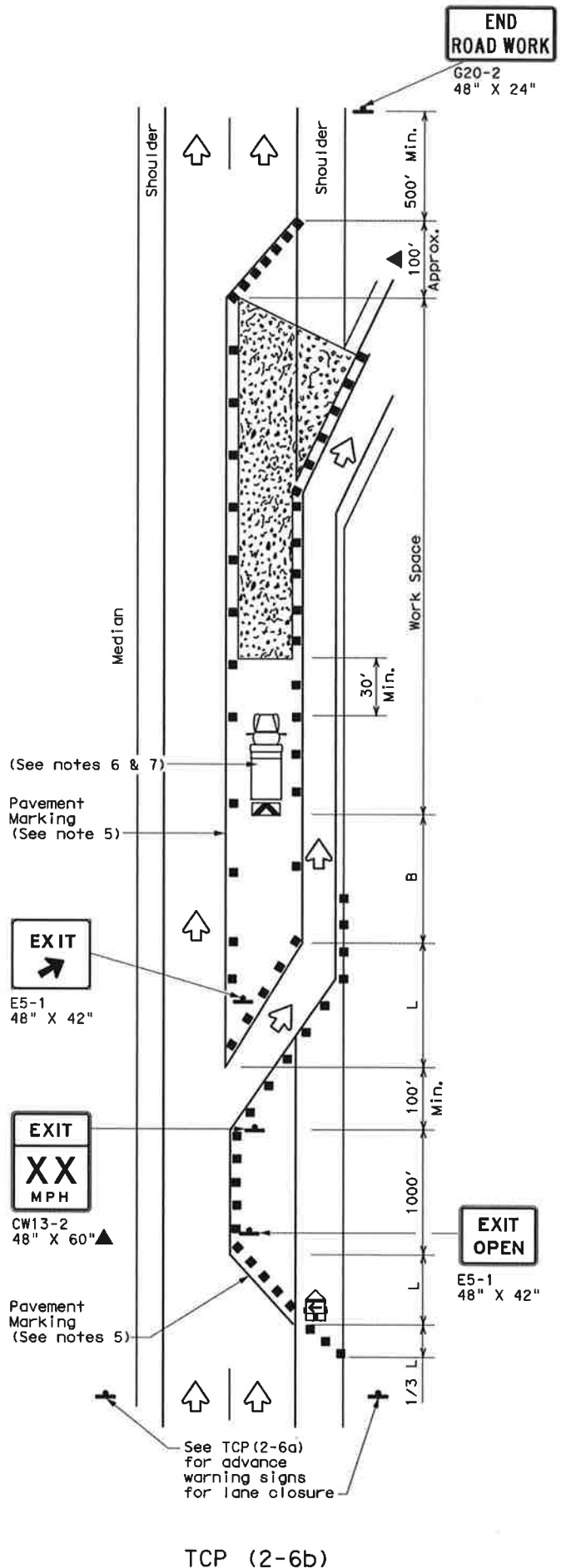


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DATE:  
FILE:

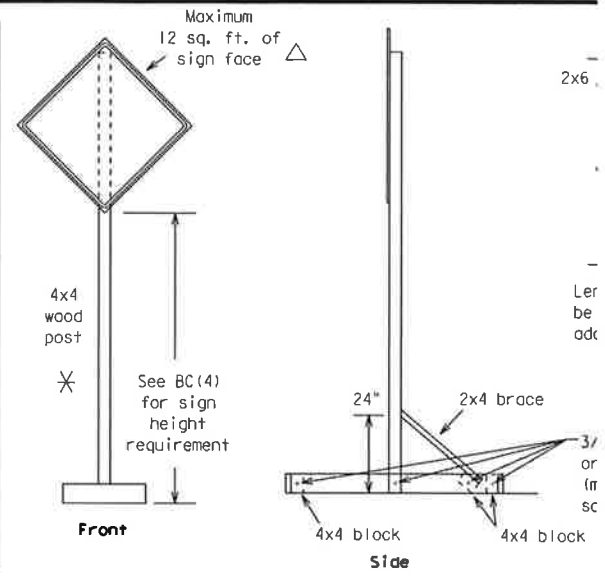
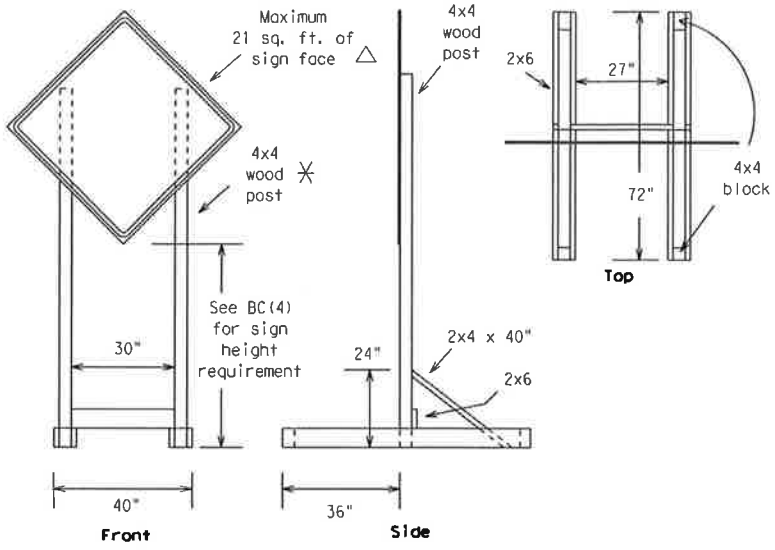


ONE LANE CLOSURE



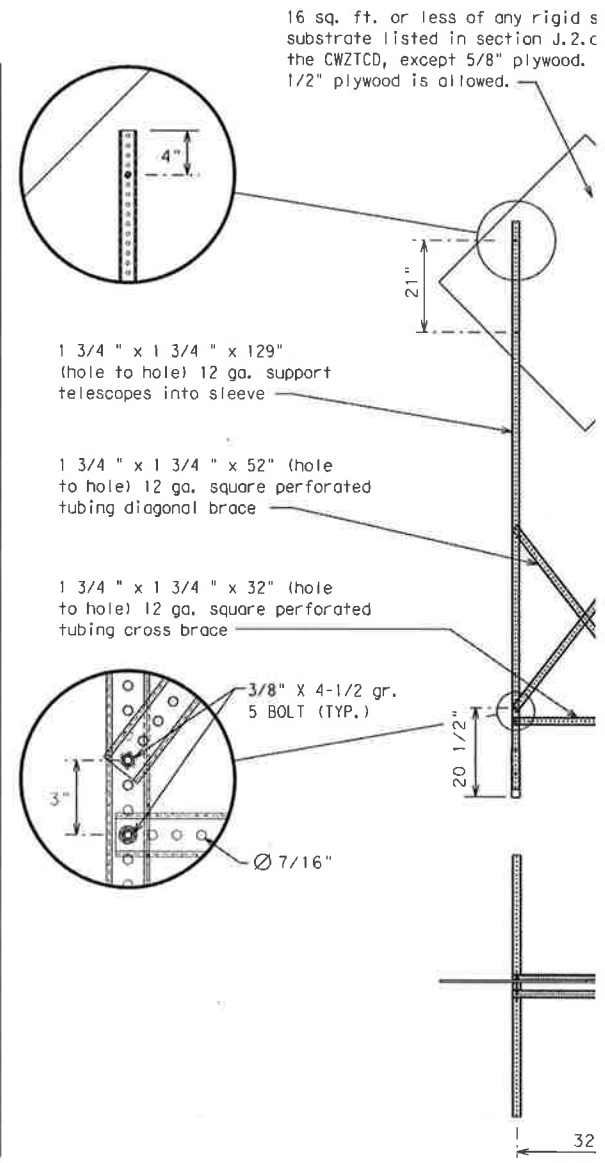
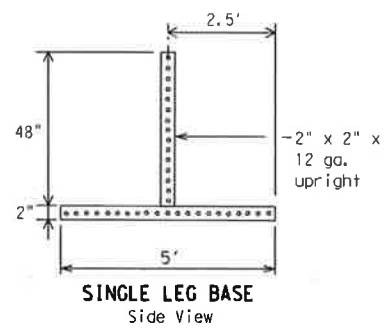
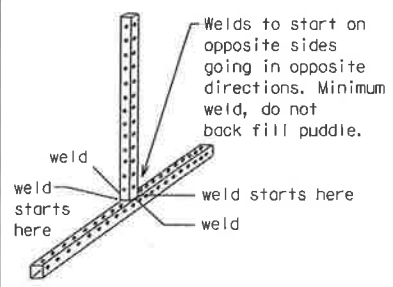
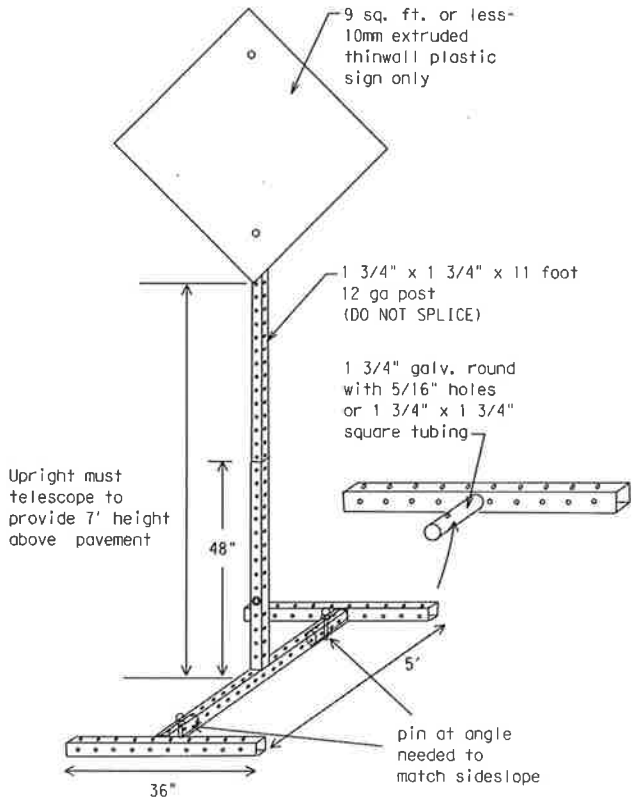
LANE CLOSURE NEAR EXIT RAMP

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### SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

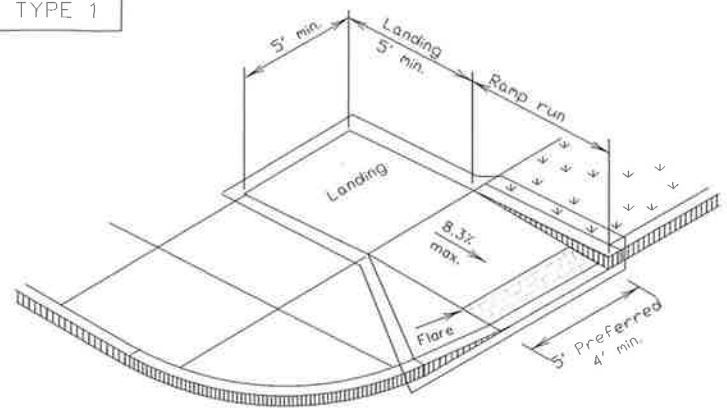


DATE:  
FILE:

### SKID MOUNTED PERFORATED SQUARE STEEL TUBI

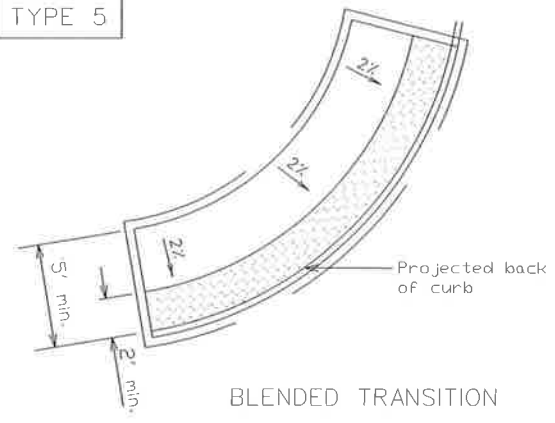
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TYPE 1



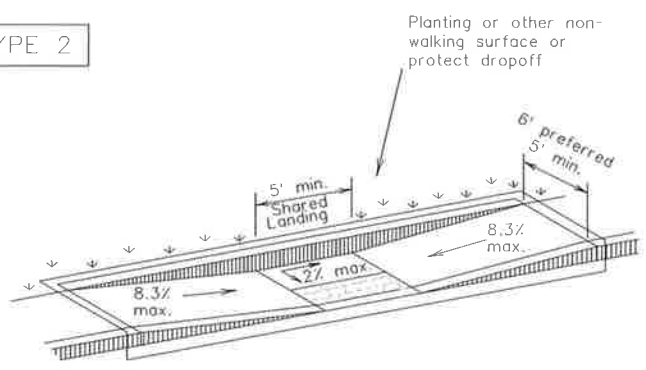
PERPENDICULAR CURB RAMP

TYPE 5



BLENDED TRANSITION

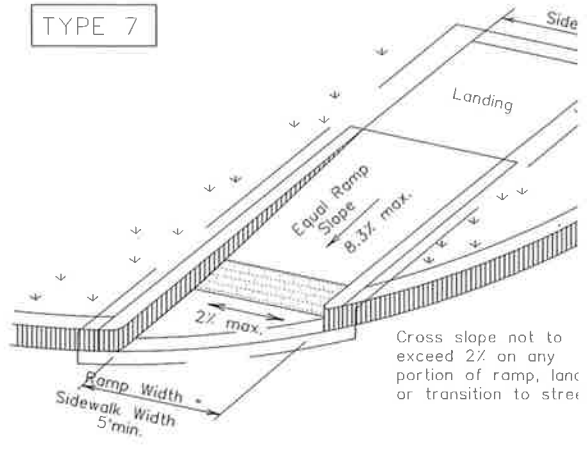
TYPE 2



PARALLEL CURB RAMP

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

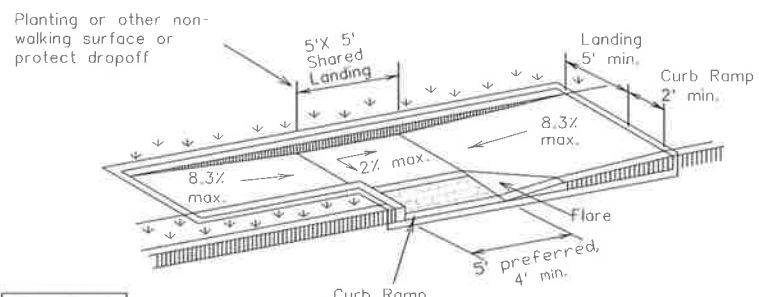
TYPE 7



DIRECTIONAL CURB RAMP

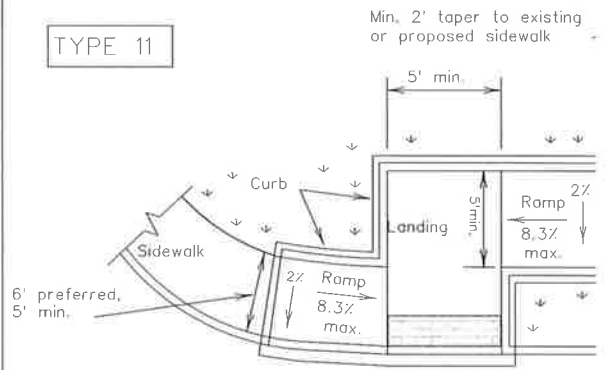
(Sidewalk set back from curb)

TYPE 3



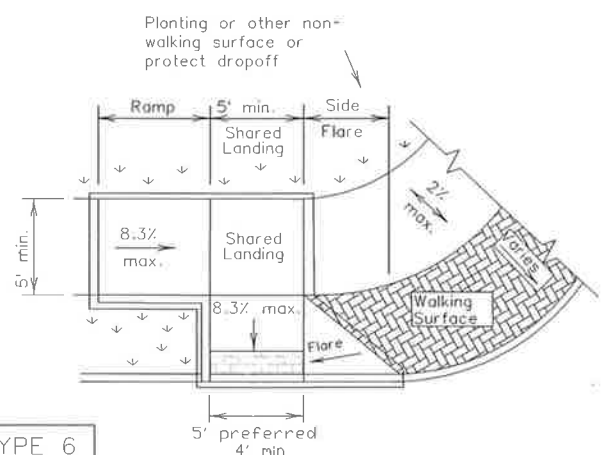
TYPE 3

TYPE 11



OFFSET PARALLEL CURB RAMP

TYPE 6



COMBINATION CURB RAMPS

DATE: \$\$\$\$ TIME: \$\$\$\$  
FILE: \$\$\$\$\$\$ NAME: \$\$\$\$\$\$

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 an 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.

Detectable Wa

24. Furnish c  
Lay in a
25. Lay full-  
of a ful

Sidewalks

26. Provide c  
Operable
27. Place tr  
drainage  
or clear
28. Street c
29. Changes
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handrails  
protect  
shall con
31. Handrail  
intersec
32. Driveway:  
"Intersec  
in accorc
33. Sidewalk

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.

DATE: \$TIME\$ \$TIME\$  
FILE: \$PROJECT\_NAME\$



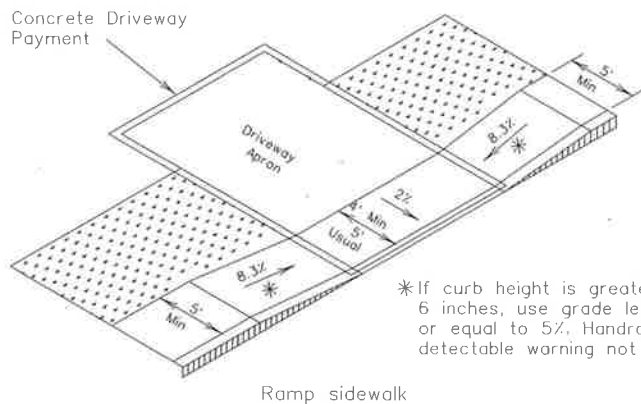
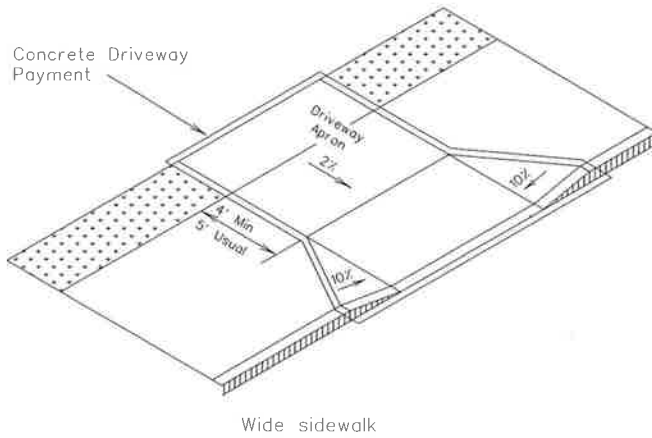
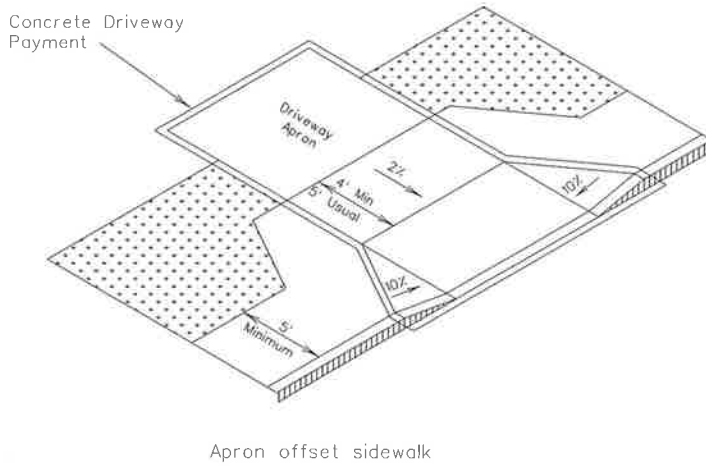
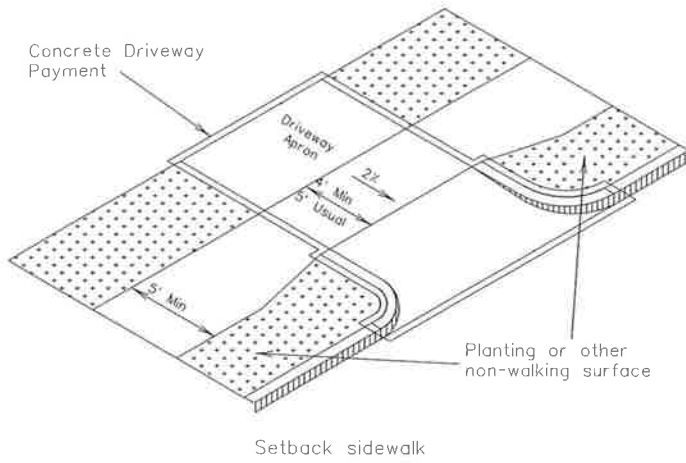
WC

Side f  
(Typ)

No  
18  
bc

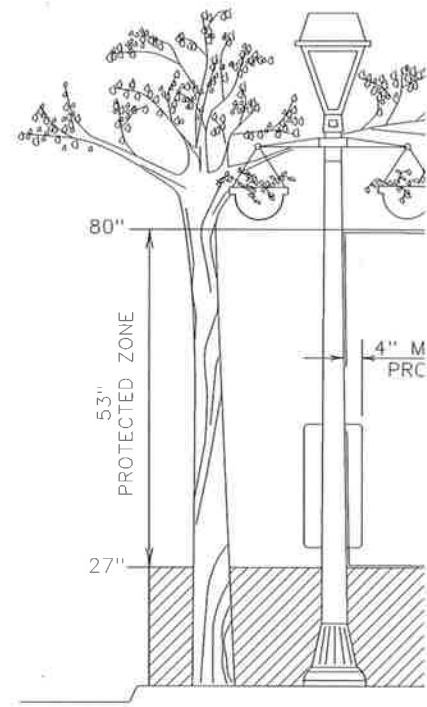
SE

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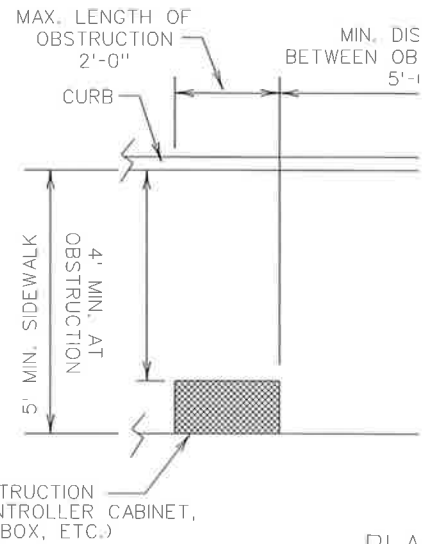
\* If curb height is greater than 6 inches, use grade less than or equal to 5%. Handrail and detectable warning not required.

SIDEWALK TREATMENT AT DRIVEWAYS



PROTEC

In pedestrian circulation area, for post or wall mounted obj above the surface.



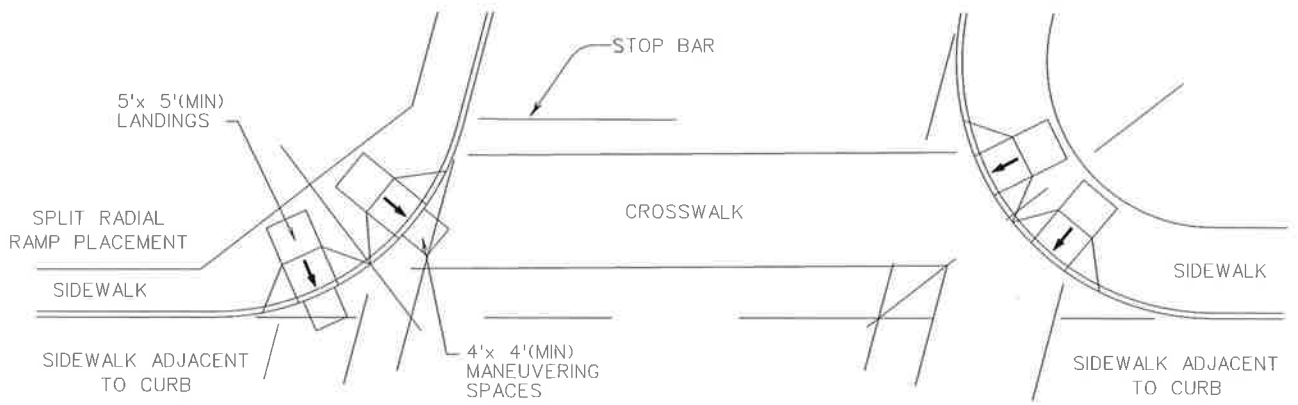
PLA

PLACEMENT OF  
(ITEMS NOT INTENC  
MINIMUM 4' x 4' CI  
REQUIRED AT PUBL

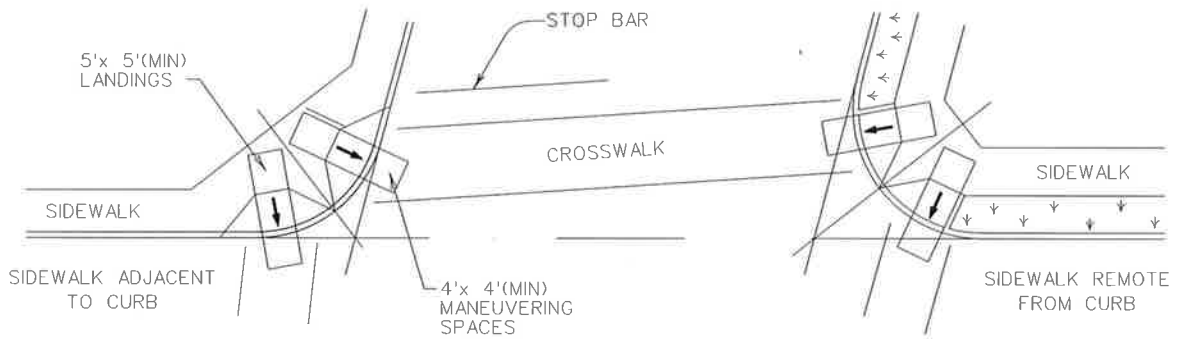
DATE: \$DATE\$ TIME: \$TIME\$ FILE: \$FILE\$



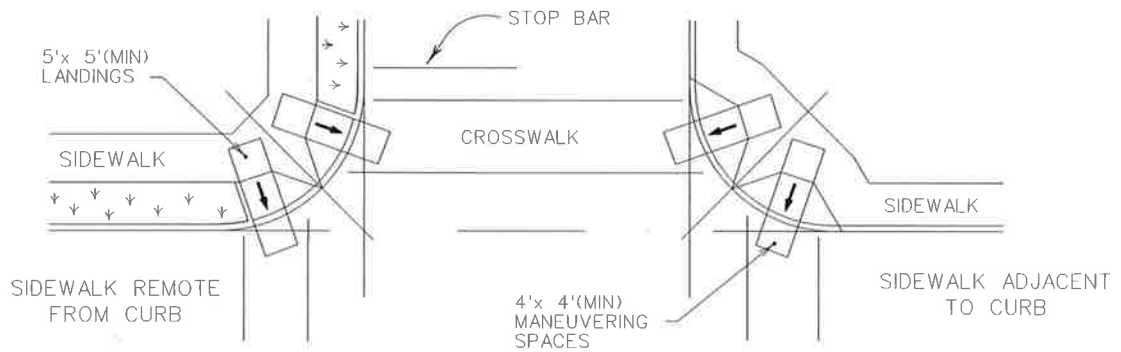
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SKewed INTERSECTION WITH "LARGE" RADIUS

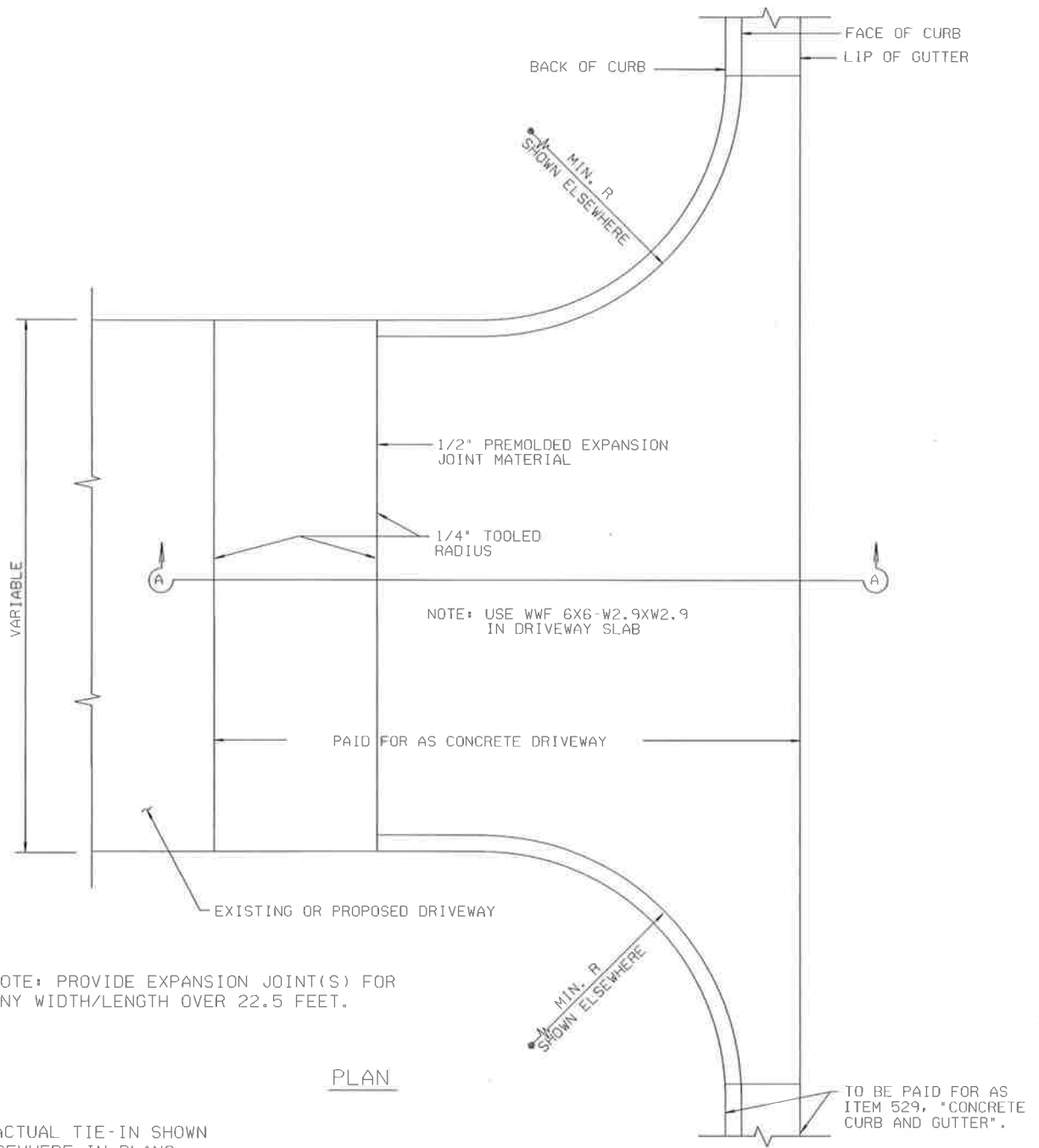


SKewed INTERSECTION WITH "SMALL" RADIUS



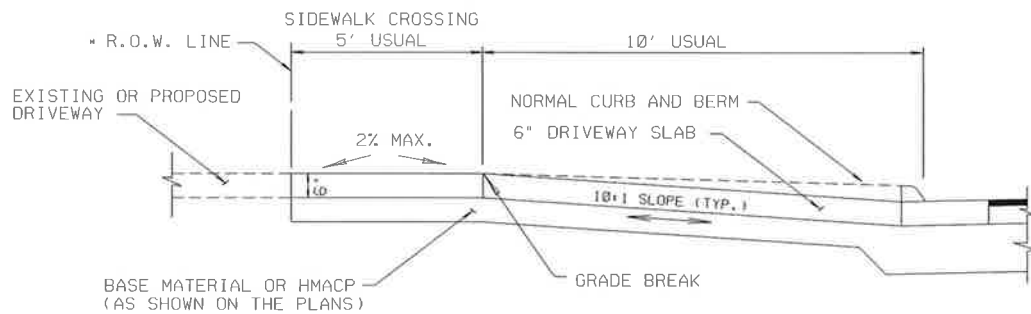
NORMAL INTERSECTION WITH "SMALL" RADIUS

DATE: \$DATE\$ TIME: \$TIME\$  
 FILE: \$FILE\$ DRAWING NAME



PLAN

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



SECTION A-A

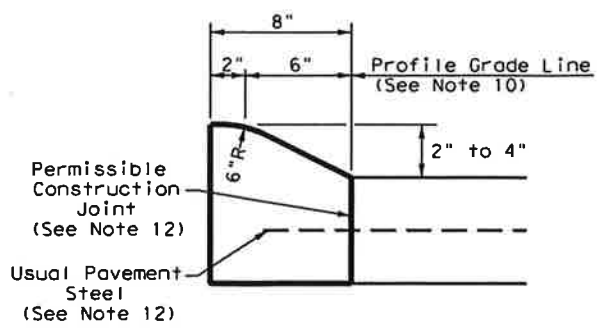
### CONCRETE DRIVEWAY DETAILS

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

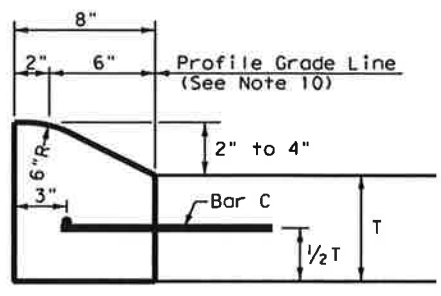
ENSURE GRADE BREAK DOES NOT EXCEED 8% UNLESS OTHERWISE DIRECTED.

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

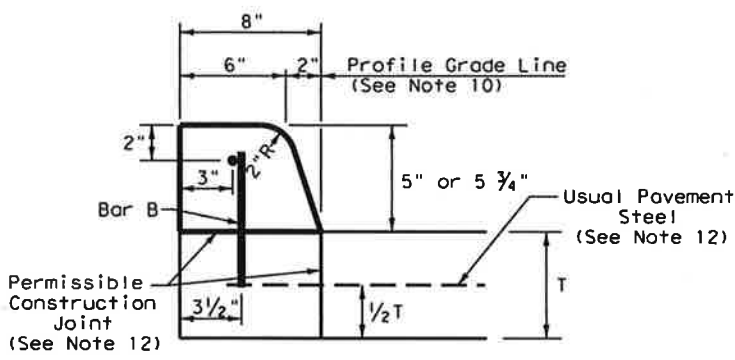
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



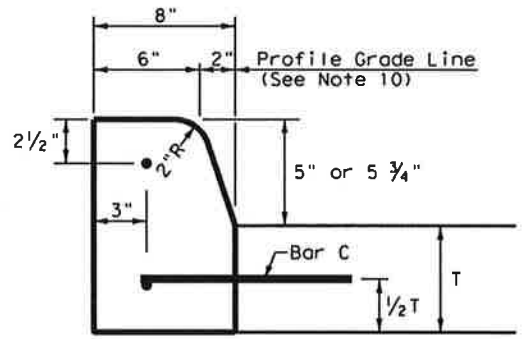
**TYPE I CURB (MONOLITHIC)**  
2" - 4" HEIGHT



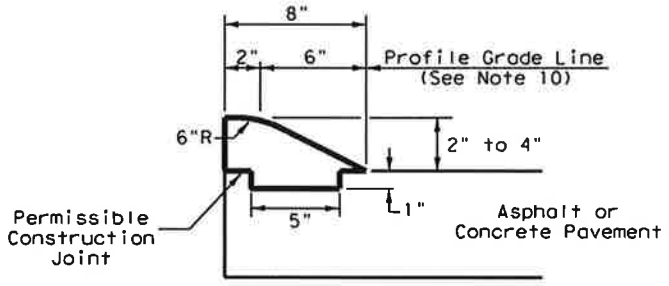
**TYPE I CURB**  
2" - 4" HEIGHT



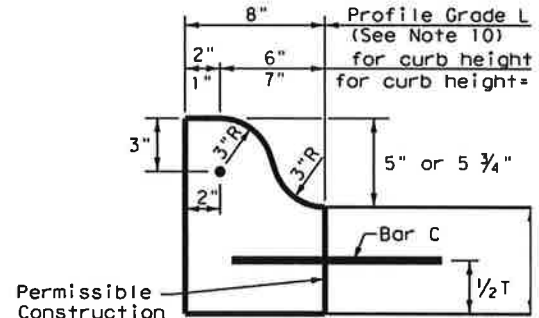
**TYPE II CURB (MONOLITHIC)**  
5" - 5 3/4" HEIGHT



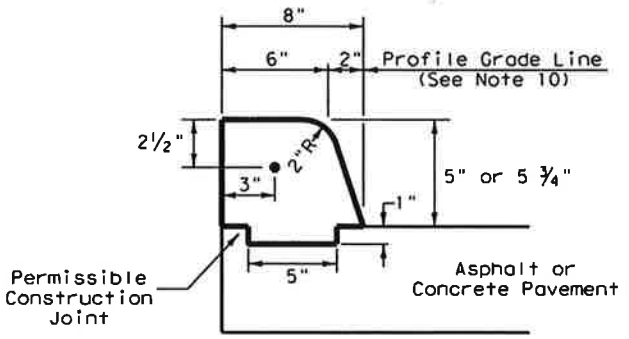
**TYPE II CURB**  
5" - 5 3/4" HEIGHT



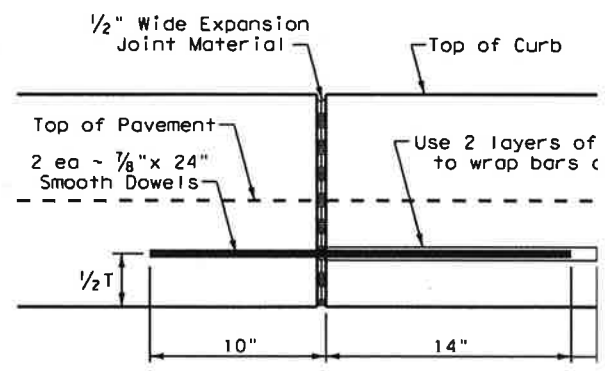
**TYPE III CURB (KEYED)**  
2" - 4" HEIGHT



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



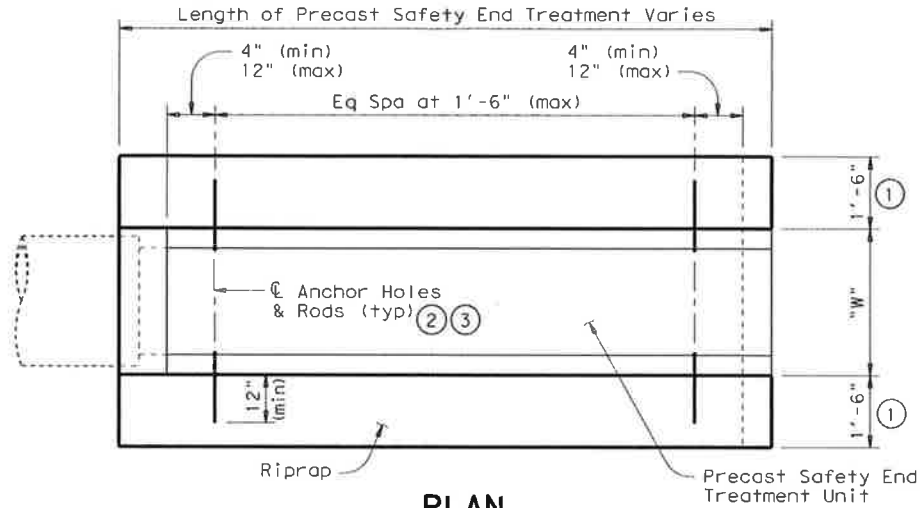
**TYPE IV CURB (KEYED)**  
5" - 5 3/4" HEIGHT



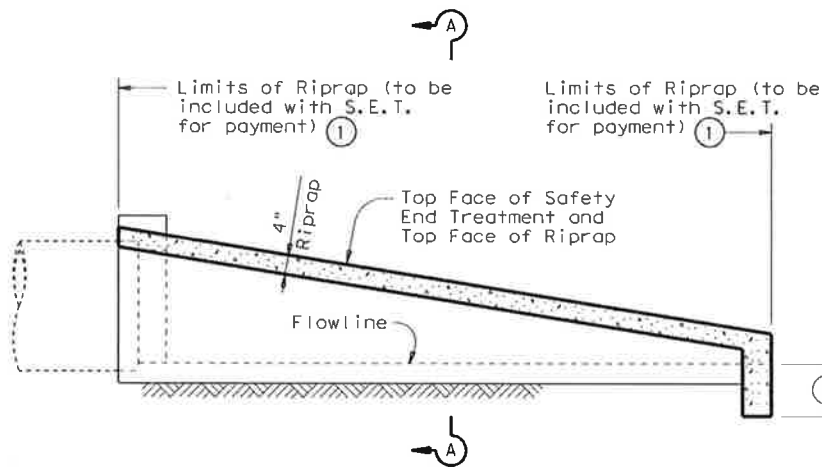
**EXPANSION JOINT DETAIL**

DATE:  
FILE:

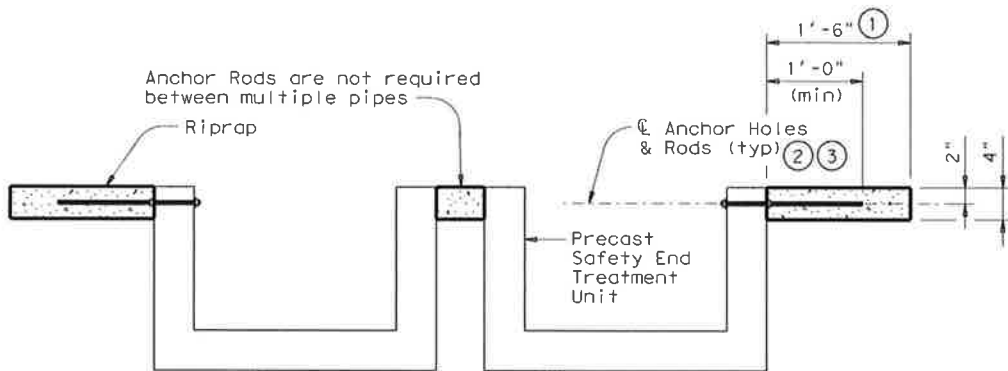
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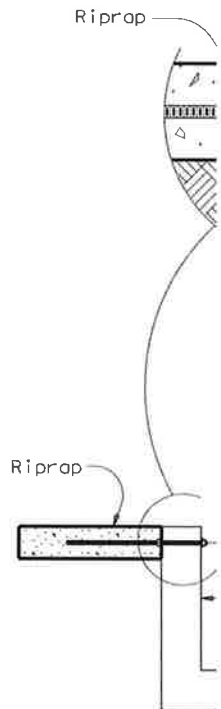
**PLAN**



**LONGITUDINAL ELEVATION**



**MULTIPLE PIPE INSTALLATION**



**SINGLI**

**SECTION A-A**

DATE:  
FILE:

**EXHIBIT C**  
**Approved Construction Plans**

To be made part of document prior to beginning of construction

## **EXHIBIT D**

**Certificate of Insurance (TxDOT Form 1560)**

**To be made part of document prior to beginning of construction**

**EXHIBIT E**  
**Attachment A (FHWA Additional Requirements)**

To be made part of document if applicable