CONTRACT DOCUMENTS
AND SPECIFICATIONS

WHARTON CDBG-DR DRAINAGE IMPROVEMENT PROJECTS

CDBG-DR CONTRACT NO. 20-065-107-C294
FLOOD AND DRAINAGE
WHARTON COUNTY, TEXAS

MARCH 2024

WHARTON CO. COMMISSIONER COURT:
County Judge Phillip Spenrath
Commissioner Doug Mathews, Pct. 4
Commissioner Steven Geotsch, Pct. 3
Commissioner Bud Graves, Pct. 2
Commissioner Richard Zahn, Pct. 1

PREPARED BY:

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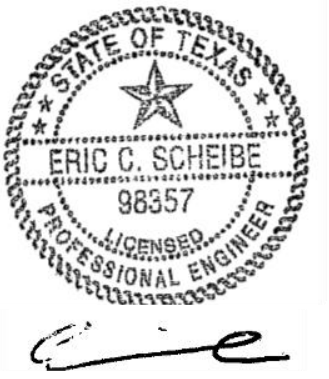


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Construction Advertisement and Invitation for Bids

Wharton County will receive bids for (CR 133 Culvert Improvements Project, CR 130 Culvert and Berm Improvements Project, and Lake Nett Channel Improvement Project, including GLO CDBG-DR NO. 20-065-107-C294) until 2pm on Monday, March 25th, 2024, at (100 S. Fulton, Suite 100, Wharton, TX 77488). Bids must be addressed to: (Joyce Ferrell, County Judges Office). The bids will be publicly opened and read aloud at 2 pm on Monday, March 25th, 2024, at 100 S. Fulton, Suite 100, Wharton, TX 77488.

Bids are invited for several items and quantities of work as follows:

1. CR 130 – Channel clearing, culvert improvements, and expansion of a berm system.
2. CR 133 – Culvert improvements at the County Road 133 crossing.
3. Lake Nett – Roadside Ditch Improvements along CR 166 and CR 129, and culvert improvements under CR 166.

Bid/Contract Documents, including Drawings and Technical Specifications are available for download at the following Link.

Link: https://scheibeconsulting.sharefile.com/public/share/web-s34ac05a57c4340f9a5a953de6a5f6c82

A Non-Mandatory Pre-Bid Meeting will be held on Monday, March 18th, 2024 at 2 pm at 100 S. Fulton, Suite 100, Wharton, TX 77488.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed $100,000]. A certified check or bank draft payable to Wharton County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. Attention is called to the fact that not less than, the federally determined prevailing Davis-Bacon and Related Acts wage rate, as issued by the Department of Labor and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Adherence to Wharton County Section 3 Policy is required for all contracts.

All contractors and subcontractors must be cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

Wharton County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Wharton County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

(Wharton County) County Auditor

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. The (County of Wharton) is the subrecipient of the grant funding and is hereby referred to as “County”.

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use in **Exhibit A**.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the County or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the County must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Certification of Efforts to comply with Section 3, Local Opportunity Plan, Conflict of Interest Questionnaire, Non-collusion Affidavit of Prime Bidder, Certification Regarding Lobbying and Disclosure of Lobbying Activities, Proposed Contract Breakdown, Certificate of Recovered Materials, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project's contract number, name of bidder and the date and time of bid opening.

d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the County prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the County until the sealed bid is open.

7. Bid Bond

a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than $100,000]. A certified check or bank draft payable to the County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the County that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the County. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The County

reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

b. The County reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of $100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work

b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:

- Municipalities: If the contract is in excess of $50,000, a payment bond is required.
- Counties: If the contract is in excess of $25,000, a payment bond is required.

c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the County may grant, shall constitute a default and the County may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the County for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of $100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

19. System for Award Management (SAM)

All contractors and subcontractors must be searched on www.sam.gov and cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor.

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**

   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to ensure a legal working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to GLO.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**

    The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**

    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**

    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**

    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. **What efforts should be utilized to include minority and female contractors and suppliers?**

    Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**

    No, the construction contractor is responsible for its own compliance.

16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), Wharton County agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-DR grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-DR funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the Wharton County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Phillip Spenrath, County Judge
Name, Title

May 26, 2020
Date

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm):_____

Date Organized:_____

Name of Owner(s):_____

Address:_____

_____

Date Incorporated_____

Federal ID Number: _____

Number of Years in contracting business under present name_____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

_____

_____

_____

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners,

members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project Amount $ Mo/Yr Completed

_____

_____

_____

Major equipment available for **this** contract: _____

_____

_____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No

(If no, please attach summary of details on a separate sheet.))

(Optional) Minority Business Reporting Information:

Owner's Race: _____

Owner's Ethnicity: _____

Owner's Gender: _____

Are you a Section 3 business? (see below) □ Yes □ No

Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;

b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;

c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or

d) Businesses located within the City/County's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References

Address: _____ Contact Name: _____

City & State: _____Zip: _____Phone Number: _____

Credit available: $ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____day of _____, 20____.

_____

Signature

_____

Printed Name and Title

_____

Company Name

Notary Statement:

_____. being duly sworn, says that he/she is the _____Position/Title _____of_____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____day of _____, 20____.

Notary Public

_____

Signature

_____

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____(Principal's Name)_ of _____(Company Name)_____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of $10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of $10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.

(For up-to-date listing, please go to https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory)

_____
Printed Name and Title

_____
Signature

_____
Date

USE OF RECOVERED MATERIAL

Please check one:

- ☐ Recovered materials are included in this bid:
  Materials included_____
- ☐ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

_____
Printed Name and Title

_____
Signature

Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____

Notary Public

My commission expires _____

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings..

☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of _____.

A. To ascertain from the County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To ensure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of_____, we the undersigned have read and fully agree to this Plan and the City/County's Section 3 Plan, and become a party to the full implementation of the program and its provisions.

_____

Signature

_____

Printed Name

_____

Title

_____

Date

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

Estimated $ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amoun Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Totals				

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit
☐ Sole Proprietorship ☐ Joint Venture ☐ Consortium

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease
☐ Copy of evidence of participation in a public assistance program
☐ Copy of receipt of public assistance
☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes
☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Authorized Name and Signature

Date

Attested By:

(Corporate Seal)

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87*

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.

_____

Signature of Contractor's Authorized Official

_____

Printed Name and Title of Contractor's Authorized Official

_____

Date

*24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503

Approved by OMB
4040-0013

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. **Type of Federal Action:**	2. **Status of Federal Action:**	3. **Report Type:**
a. contract	a. bid/offer/application	a. initial filing
____ b. grant	_____ b. initial award	_____ b. material change
c. cooperative agreement	c. post-award	
d. loan		**For material change only:**
e. loan guarantee		Year _____ quarter _____
f. loan insurance		Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known***:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known***:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *if known:*	9. **Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31	**Signature:** _____

U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Print Name: _____** **Title: _____** **Telephone No.: _____ Date: _____**
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto County hereinafter called the "Local Public Agency", in the penal sum of _____ _____ Dollars, ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (60) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of _____ _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

_____

(SEAL)

Attest: By: _____

Affix
Corporate
Seal

Attest: By: _____

Affix
Corporate
Seal

Attest: By: _____

Countersigned

By _____
* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

BID FORM

Wharton County Flood and Drainage

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Wharton CDBG-DR BID TAB

Lake Nett Ditch and Culvert Improvements						
Item No.	**Qnty**	**Unit**	**Item Code**	**Item Description**	**Unit Price**	**Amount**
1	5.5	AC	TxDOT Item 100	Prepare ROW		
2	7,100	CY	TxDOT Item 110	Excavation (Channel)		
3	17,477	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)		
4	982	SY	TxDOT Item 506	Temp. Construction Entrance, Type 1 Aggregate		
5	392	LF	TxDOT Item 506	Silt Fence for Staging Area		
6	130	LF	TxDOT Item 506	Rock Filter Dams, TY 1		
7	174	CY	TxDOT Item 432	Riprap (Stone Dry 24"), Type R		
8	30	CY	TxDOT Item 433	Riprap (Stone Dry 12"), Type R		
9	524	CY	TxDOT Item 420	6" Concrete Lining for 2:1 Slope		
10	5	CY	TxDOT Item 420	6" Concrete Lining for Utility Crossing		
11	400	LF	TxDOT Item 460	30" CMP (Aluminized Steel), Circular, 14 Gauge		
12	97	LF	TxDOT Item 460	48" CMP (Aluminized Steel), Circular, 14 Gauge		
13	7.1	TON	TxDOT Item 340	2.5" D-GR HMA (SQ) TY-D PG 64		
14	21.5	TON	TxDOT Item 340	8" D-GR HMA (SQ) TY-B PG 64		
15	10	CY	TxDOT Item 247	6" Gravel Surface (TY A, GR 1) Complete-in-Place		
16	6	CY	TxDOT Item 247	6" Flexible Base, Type C, Complete-In-Place		
17	24,700	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay		
18	1	MO	TxDOT Item 510	Traffic Control		
19	1	LS	TxDOT Item 500	Mobilization Payment		
				Lake Nett Ditch and Culvert Improvements Total		
CR 130 Culvert and Berm Improvements						
Item No.	**Qnty**	**Unit**	**Item Code**	**Item Description**	**Unit Price**	**Amount**
1	1.5	AC	TxDOT Item 100	Prepare ROW		
2	353	CY	TxDOT Item 110	Excavation (Channel)		
3	2,867	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)		
4	2,185	CY	TxDOT Item 132	Embankment, Type D, Final Position		
5	377	SY	TxDOT Item 506	Temp. Construction Entrance, Type 1 Aggregate		
6	32	LF	TxDOT Item 506	18" Tall Rock Filter Dam (Ty 1)		
7	198	LF	TxDOT Item 460	72" CMP (Aluminized Steel), Circular, 14 Gauge		
8	147	LF	TxDOT Item 460	60" CMP (Aluminized Steel), Circular, 14 Gauge		
9	22	CY	TxDOT Item 247	6" Flexible Base, Type C, Complete-In-Place		
10	22	CY	TxDOT Item 247	6" Gravel Surface (TY A, GR 1) Complete-in-Place		
11	32	CY	TxDOT Item 401	Flowable Backfill (Excavatable)		
12	1	MO	TxDOT Item 510	Traffic Control		
13	167	LF	SS Item 552	Remove/Replace Steel Fence		
14	0.7	AC	TxDOT Item 752	Tree and Brush Removal		
15	101	LF	TxDOT Item 506	Silt Fence for Staging Area		
16	7,444	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay		
17	1	LS	TxDOT Item 500	Mobilization Payment		
Add Alternative #1 Bid Items						
1	1.5	AC	TxDOT Item 100	Prepare ROW		
2	899	CY	TxDOT Item 110	Excavation (Channel)		
4	1	AC	TxDOT Item 752	Tree and Brush Removal		
5	7,430	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay		
Add Alternative #2 Bid Items						
1	0.1	AC	TxDOT Item 100	Prepare ROW		
2	177	CY	TxDOT Item 132	Embankment, Type D, Final Position		
3	222	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)		
4	0.1	AC	TxDOT Item 752	Tree and Brush Removal		
5	559	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay		
				CR 130 Culvert and Berm Improvements Total		
				CR 130 Culvert and Berm Improvements + Add Alt 1Total		
				CR 130 Culvert and Berm Improvements + Add Alt 2 Total		
CR 133 Culvert Improvements						
Item No.	**Qnty**	**Unit**	**Item Code**	**Item Description**	**Unit Price**	**Amount**
1	0.2	AC	TxDOT Item 100	Prepare ROW		
2	38	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)		
3	982	SY	TxDOT Item 506	Temp. Construction Entrance, Type 1 Aggregate		
4	392	LF	TxDOT Item 506	Silt Fence for Staging Area		
5	43	LF	TxDOT Item 506	Rock Filter Dams, TY 1		
6	140	LF	TxDOT Item 462	5x3' RCB, Complete and In-Place		
7	405	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay		
8	7.4	TON	TxDOT Item 340	2.5" D-GR HMA (SQ) TY-D PG 64		
9	23.0	TON	TxDOT Item 340	8" D-GR HMA (SQ) TY-B PG 64		
10	2	EA	TxDOT Item 466	Headwall and Wingwalls (PW-2) (HW = 6-FT)		
11	1	MO	TxDOT Item 510	Traffic Control		
12	1	LS	TxDOT Item 500	Mobilization		
				CR 133 Culvert Improvements Total		
				Grand Total without Add Alt. 1 or 2		
				Grand Total with Add Alt. 1 or 2		

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 12 months of Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Sheet

B. Bid Bond

C. Bonding Company Information

D. Statement of Bidder's Qualifications

E. Non-Collusion Affidavit

F. Certification of Bidder Regarding Civil Right Laws and Regulations

G. Contractor's Local Opportunity Plan

H. Proposed Contracts Breakdown

I. Certification for Business Concerns

J. Certification Regarding Lobbying

K. Disclosure of Lobbying Activities

L. Conflict of Interest Questionnaire

M. Form 1295 Certificate of Interest Parties

N. Vendor Compliance Statement

O. Contractor's Certificate of Recovered Material

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[*Printed name*] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (*a corporation organized and existing under the laws of the State of* _____) (*a partnership consisting of* _____) (*an individual trading as* _____) *[Note 1]* hereinafter called the "*Contractor*", and _____ hereinafter called the "*County*."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ *[Note 2]* for the Community Development Block Grant – Mitigation (CDBG- DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by _____ acting and in these contract documents preparation, referred to as the "*Engineer*".

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in_____ hereof.

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

a. This Agreement (pgs. 1-3)

b. Addenda

c. Invitation for Bids

d. Instructions to Bidders

e. Signed Copy of Bid

f. General Conditions, Part I

g. Special Conditions

h. Technical Specifications

i. Drawings (*as listed in the Schedule of Drawings*)

j. [Add any applicable documents]

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

_____

(The Contractor)

By_____*[Note 4]*

Title_____

_____

(County)

By_____

_____

Title_____

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

_____

(Corporate Secretary)

GENERAL CONDITIONS - PART I
FOR CONSTRUCTION

1. Contract and Contract Documents

a. The project to be constructed pursuant to this contract will be financed with assistance from the General Land Office (GLO) through the Community Development Block Grant – Mitigation (CDBG-MIT) fund and is subject to all applicable Federal and State laws and regulations.

b. The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between the Wharton County, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Engineer" means Scheibe Consulting, Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.

(d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

(a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor has been cleared (not suspended or debarred) to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the County except for cause.

(c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

(f) Contractors are encouraged to subcontract with Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a

waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the County under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by CDBG-MIT prior to execution of same.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by more than twenty-five percent (25%) for municipalities and eighteen percent (18%) for counties without the written consent of the contractor. [Texas Local Government Code Section 252.048(d) and Section 262.031(b)]

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal (if any) or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.

(d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

Right of the County to Terminate Contract for Cause

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. 2 CFR 200 APPENDIX II(B)

(a) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of _____ _____for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(b) Excusable Delays.

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

3) Any acts of the County;

4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in _____ copies for approval sufficiently in advance of requirements to afford ample time for checking,

including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

(c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4) The County will pay all other expenses.

16. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.

(d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County,

the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.

(d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

(a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (_____).

(c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of months from the date of final acceptance of the work.

29. Job Offices

(a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Contract Documents and Drawings

The County will furnish the Contractor without charge _____copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

32. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within _____ calendar days thereafter.

33. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of _____ _____Dollars ($_____) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

ADMINISTRATIVE REQUIREMENTS

34. Local Program Liaison

For purposes of this Agreement, the [*CountyJudge* _____] or equivalent authorized person will serve as

the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

35. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the General Land Office (GLO), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's CDBG-MIT contract with GLO. **2 CFR 200.336 (former 24 CFR 85.36(i)(10))**

The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

36. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed. 2 CFR 200.333 (former 24 CFR (85.36(i)(11))

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

FEDERAL REQUIRMENTS

37. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

38. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached as Wage Decision and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to GLO.

39. Conflicts of Interest

(a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.

(b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

(c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

40. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award

or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR 200 APPENDIX II (H)

41. [For Contracts that exceed $100,000] Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

42. [For Contracts > $100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and

one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be. 2 CFR 200 APPENDIX II (E)

43. Equal Opportunity Clause

Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.

During the performance of this contract, the Contractor agrees as follows:

(a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

44. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

45. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity

must report all suspected or reported violations to the Federal awarding agency. 2 CFR 200 APPENDIX II (D)

46. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR 200 APPENDIX II (E)

47. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

48. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

49. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

50. The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. See also GLO Section 3 Policy and “Exhibit G” on the GLO-DR website.

(b) The Contractor will include this clause in every subcontract for work in connection with the project.

51. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). 24 CFR §135.38

52. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

53. Patent Rights and Inventions

Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

55. System for Award Management (SAM)

All contractors and subcontractors must be searched AND cleared (not suspended or debarred) prior to authorization to work on the project.

56. Solid Waste Disposal Act

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

57. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(c) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/

58. Domestic Preference

a. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. For purposes of section (a) above:

i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE REQUIREMENTS

58. Verification No Boycott Israel.

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

59. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

ENVIRONMENTAL CONDITIONS

60. [For Contracts > $150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

61. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

62. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

63. Other Conditions

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:	
Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2
Tyler-Longview Area:	
Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5
Beaumont-Port Arthur Area:	
Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6
Houston Area:	
Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4

Austin Area:	
Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2
Waco, Killeen, Temple Area:	
Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6
Dallas, Fort Worth Area:	
Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2
Wichita Falls Area:	
Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0
Abilene Area:	
Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton	10.9

San Angelo Area:	
San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0
San Antonio Area:	
Laredo & Webb Co.	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8
Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4
Corpus Christi Area:	
Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2
Brownsville, McAllen, Harlingen Area:	
Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9

Odessa, Midland Area:	
Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
El Paso Area:	
El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0
Lubbock Area:	
Lubbock & Lubbock Co.	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5
Amarillo Area:	
Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

See 29 CFR ss 5.8 (a) for current rate

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

§3.1 Purpose and scope.
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§3.3 Weekly statement with respect to payment of wages.
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§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
§3.7 Applications for the approval of the Secretary of Labor.
§3.8 Action by the Secretary of Labor upon applications.
§3.9 Prohibited payroll deductions.
§3.10 Methods of payment of wages.
§3.11 Regulations part of contract.

AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State

agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, “Payroll (For Contractors Optional Use)” or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the

foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the “reasonable cost” of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

   (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

		(Contractor)
Date		
	By	

"General Decision Number: TX20240088 01/05/2024

Superseded General Decision Number: TX20230088

State: Texas

Construction Type: Heavy

Counties: Bee, Colorado, Fayette, Gonzales, Jackson, Jim Wells, Karnes, Kleberg, Lavaca, Live Oak, Refugio and Wharton Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines; does not include Flood Control)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2024

SUTX2009-125 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 13.00 **	0.00
LABORER: Common or General	$ 9.11 **	0.00
LABORER: Pipelayer	$ 13.75 **	0.00
OPERATOR: Backhoe/Trackhoe	$ 13.25 **	0.00
OPERATOR: Bulldozer	$ 14.25 **	0.00
OPERATOR: Loader (Front End)	$ 11.13 **	0.00
TRUCK DRIVER	$ 10.49 **	0.24

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

GLO SIGNAGE REQUIREMENTS

All signs shall be placed in a prominent, visible public location at the construction site, and legible from at least three (3) feet distance.

Permanent signage is required on any public building or facility funded under this Contract. Please refer to the plans and specifications for further details.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, temporary signage shall be placed in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required shall contain the following:

"INSERT: "This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

Please include this requirement in your specifications and bid documents

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

_____

City State Zip

Telephone Number ( ) _____ - _____ Voice

( ) _____ - _____ TDD

_____has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

List below the name and ownership percentage of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	**OWNERSHIP BY %**

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is eligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Signature – Company Official	Printed/Type Firm Name
Printed/Typed Name and Title	Date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Recipient)

_____

(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

Dollars, $ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

(Project Name)

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of (Number)

which shall be deemed an original, this the _____ day of _____.

ATTEST: _____

(Principal)

_____ By _____ (s)

(Principal Secretary)

(SEAL)

_____ _____

(Witness as to Principal) (Address)

_____ _____

(Address)

ATTEST: _____

(Surety)

_____	By	_____
(Witness as to Surety		(Attorney in Fact)
_____		_____
(Address)		(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____ hereinafter called Principal, and

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of City/County)

_____

(City/County's Address)

hereinafter called OWNER, in the penal sum of $ _____

Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____

counterparts, each one of which shall be deemed an original, this the _____

day of _____.

ATTEST: _____

(Principal)

_____ By _____(s)

(Principal Secretary)

(SEAL)

_____ _____

(Witness as to Principal) (Address)

(Address)

ATTEST:

(Surety)

By

(Witness as to Surety)

(Attorney in Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

[INSERT Contractor's Liability Insurance]

ADDITIONAL CONDITION OF AWARD —

DISCLOSURE OF INTERESTED PARTY FORM:

NEW OBLIGATION OF THE COUNTY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the County as prescribed by the Texas Ethics Commission ("TEC"). In the event that the bidder's bid for the County is the best bid received, the County or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 2 pm (CST) on Sunday, March 24th, 2024, file the materials described below.

PROCESS FOR COMPLETING THE DISCLOSURE FORM[1]

The Disclosure Form can be found at https://www.ethics.state.tx.us/forms/1295.pdf, and reference should be made to the following information in order to complete it:

(a) item 2 – Name of County ("County, Texas")

(b) item 3 – the identification number ("CDBG-MIT County"), and

(c) item 3 – description of the goods or services assigned to this contract by the City ("Construction Services for County)

You must:

1) complete the Disclosure Form electronically at the TEC's "electronic portal", and

[1] A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

2) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

Grantee/Subrecipient: _____
Include this document in all applicable bid packets.

Texas General Land Office

Community Development Block Grant (CDBG)
Disaster Recovery Program

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

Economic Opportunities for Low and Very Low-Income Persons

THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:

1. That is 51% or more owned by Section 3 Resident(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.

☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS
(Check ALL that apply)

☐ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations

☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.

☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.

☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.

☐ By advising Section Business Concerns as to where they seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding , financing, insurance, etc....

☐ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.

☐ By developing and using a list of eligible Section 3 Business Concerns.

☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.

☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.

☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.

☐ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.

☐ By arranging interviews and conducting interviews on the job site.

☐ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.

Contractor Name/Business Name: _____

Signature Field _____ **Date/Time Field** _____

Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1
Date: 2003-04-01
Original Date: 2003-04-01
Title: Section 135.38- Section 3 Clause
Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

(1) Entering into ``first source'' hiring agreements with organizations representing Section 3 residents.
(2) Sponsoring a HUD-certified ``Step-Up'' employment and training program for section 3 residents.
(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

[[Page 705]]

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as ``force account labor'' in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must **sign and date** this form for the each applicable reporting month in connection with awarded project and deliver to:

2. When you **hire** a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no **new hires** this form **must be completed and submitted to the Section 3 Coordinator identified above.**

☐ I have not hired any new employees during the reporting Month specified.

I have hired ☐ Section 3 employess and/or ☐ non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			
2.			
3.			
4.			

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. **List areas:**

☐ Placed signs or posters at prominent places in each of the above listed areas. *Photographs were taken to document this action.*

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. **List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):**

☐ Distributed employment flyers to the administrative office of the local Public Housing Authority.

☐ Provided notice of positions available to the Texas Workforce Commission for potential applicants. *Provide copy of notice.*

☐ Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

☐ Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.

☐ Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not hired.

☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.

☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

☐ I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Attested By:

Text

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3

Economic Opportunity

A Piece of the American Dream

This project is federally funded and Section 3 compliance and reporting applies to all executed prime or sub contracts over $100,000.

About Section 3

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities. Low and very

low income persons who live in the area where a HUD assisted projected is located.

What is a Section 3 Business?

A section 3 business is one:

That is owned by Section 3 residents
Employs Section 3 residents or;

Subcontracts with businesses that provide opportunities to low and very low income persons.

Who receives Economic Opportunities under Section 3?

For training and employment:

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

For contracting:

- ✓ businesses which fit the definition of a Section 3 business.

What am I required to do as a contractor?

- ✓ Submit monthly new hires report (pg7-8)
- ✓ Post any job vacancies at www.workintexas.com
- ✓ Keep a log of all applicants and indicate why Section 3 Residents who applied were not hired
- ✓ Retain copies of any employment applications completed by public housing, Section 8, voucher holders, Section 3 Residents

How to Post Job Vacancies

As required by the GLO Section 3 Policy, all Grantees and contractors receiving DR funding **must** post all job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. Self-register with an employer account and post jobs directly online or contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at WorkIntexas.com. **The job title and job description must include the word SEC3.**

More ways to find Section 3 Applicants

- ✓ Advertising in other publications such as newspapers and websites
- ✓ Placing posters in prominent places in target areas
- ✓ Distributing flyers to the local Public Housing Authority

Where can I find my local Worforce Solution Center?

You may search for one here:
http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678

How can individuals and businesses find out more about Section 3?

Contact GrantWorks at 512-420-0303 ext.334 or Fair Housing and Equal Opportunity representative at your nearest HUD Office.

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section
3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

By filing a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov

A written compliant should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section3;
4. Statement of corrective actions sought

6

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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General Affirmations

To the extent they apply, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.

2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

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9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Subrecipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Subrecipient seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or

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settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Subrecipient and this Contract, then Subrecipient verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date

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of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.

18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY

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SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF

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DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional

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skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. 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. The acceptance of funds directly under the Contract or indirectly through a subcontract under the 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

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33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Wharton County - Flood & Drainage Improvements

Responsible Entity: Wharton County

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: TX CDBG-DR: 20-065-107-C294

Preparer: Justin Thornton, Environmental Team Lead

Certifying Officer Name and Title: Phillip Spenrath, County Judge

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): GrantWorks, Inc.

Direct Comments to: Justin Thornton, Environmental Team Lead
GrantWorks, Inc
justin@grantworks.net
Phone: (512) 420-0303 x331
Fax: (888) 246-6857

Project Location: The new Lake Nett diversion channel will start just west of the intersection of Montgomery road and Novosad road (29°20'19.39"N, 96° 3'12.58"W), extending approximately 6,200 L.F. south along Montgomery road, then approximately 2,100 LF west along E Alabama road, then southwest terminating with culvert improvements under E Alabama road (29°19'29.74"N, 96° 3'56.56"W). The CR 133 culvert will occur at the intersection of a drainage channel and CR 133 approximately 1,700 L.F southwest of the intersection of CR 150 and CR 133 (29°20'17.80"N, 96° 04'5.22"W). An earthen berm (29°16'39.74"N, 96° 1'43.03"W) will extend approximately 1000 L.F. southwest of FM 3012 to the start of the CR 130 diversion channel. The CR 130 diversion channel to be improved is located approximately 1000 linear feet southwest of FM 3012 and will extend approximately 4,500 linear feet southwest, terminating at an existing drainage channel (29°16'14.24"N, 96° 2'33.96"W). The CR 130 project will replace existing culverts within the channel on the western end of the channel and approximately 1,800 linear feet west from FM 3012, Wharton, TX.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]**:**
Wharton County proposes to improve and construct an approximately 8,300 L.F. diversion channel (Lake Nett diversion channel), improve and construct an approximately 4,500 linear foot diversion channel with a new approximately 1,000 linear foot earthen berm (CR 130 diversion channel), improve existing culvert channels (CR 133 culvert), and complete associate appurtenances. The culvert improvements under E Alabama road will replace an existing 60 LF 32” corrugated metal pipe (CMP) and a 60 LF 18” CMP with two (2) 55 LF 60” CMP. The CR 133 culvert will replace two (2) existing 50 LF 42” CMP with four (4) 5’ x 3’ reinforced concrete box culverts (RCB). The approximately 3-foot high earthen berm will be constructed by creating a ditch and placing the excavated material adjacent to the ditch to create an approximately 4:1 slope. The CR 130 channel improvements will include channel clearing, minor reshaping, and reseeding to ensure a stable channel with good conveyance for the full 4,500 LF of existing channel. The CR 130 project will replace existing culverts within the channel on the western end (one (1) 66 LF 48" CMP with three (3) 45 LF 72" CMP) of the channel and

approximately 1,800 linear feet west from FM 3012 (one (1) 66 LF 48" CMP with three (3) 66 LF 72" CMP). The existing overburden of the culverts within the CR 130 ditch consists of gravel and will be replaced with a 6" layer of flexible base followed by a gravel overlay to create more stability than the existing native clay soil. It is anticipated some easements will need to be acquired for the Flood and Drainage projects. Acquisition will start after the project has been funded.

Project Activity	Project Location	From (Lat., Long.)	To (Lat., Long.)	Approximate Length (LF)
Improve the CR 130 diversion channel and earthen berm	Approx. 600 LF NW of intersection of FM 3012 and CR 130 to Approx. 5,500 LF SW	29°16'39.74"N, 96° 1'43.03"W	29°16'14.24"N, 96° 2'33.96"W	5,500
Improve the Lake Nett diversion channel and culvert improvements	Approx. 2,150 LF NW of Intersection of CR 166 and CR 129 to the intersection of CR 129 and CR 166, then to approx. 6,250 LF NE of the Intersection of CR 129 and CR 161.	29°20'19.39"N, 96° 3'12.58"W	29°19'29.74"N, 96° 3'56.56"W	8,300
Culvert Improvements on CR 133	Approx. 35 LF SW of CR 133 to Approx. 35 LF NE of CR 133	29°20'17.80"N, 96° 04'5.22"W	29°20'14.70"N, 96° 04'5.65"W	150

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:
The purpose of this project is to address the current state of the Wharton County drainage system. Hurricane Harvey overwhelmed the drainage, water, and sewer systems of Wharton County. Heavy rainfall caused flooding of homes and streets due to inadequate drainage throughout the county. This resulted in a threat to public health, safety, and welfare. Wharton County needs the proposed improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding during emergency situations.

Existing Conditions and Trends [24 CFR 58.40(a)]:
As a result of Hurricane Harvey and the excessive flooding from August 25-September 5, 2017, the County's drainage facilities and streets were inundated with flood waters due to inadequate drainage. Loss of electrical power caused residents to be without basic services throughout the county. The project residential area was negatively impacted as a direct result of flooding of streets causing the restriction of emergency vehicles to access residents as well as causing residents to have limited egress and ingress to their home. The project area of Wharton County will continue to flood due to inadequate drainage/storm water facilities resulting in substantial negative impacts to residents and streets.

Funding Information

Grant Number	HUD Program	Funding Amount
Federal Award No. B-17-DM-48-0001 GLO Contract No. 20-065-107-C294	CDBG-DR	$1,692,982

Estimated Total HUD Funded Amount: $1,692,982

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:**
Grant funds: $1,692,982; Match: $0

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	**Are formal compliance steps or mitigation required?**	**Compliance Determinations**
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	The project area is not within 2,500 feet of a civilian airport or within 15,000 feet of a military airfield. Therefore, the project shall have no impact to Runway Clear Zones. Please see Attachment A – Airport Hazards for map. Sources: US Department of Transportation NGDA Runways; Runway/Airport Proximity Map
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	The project area is not located in a Coastal Barrier Resources System. Please see Attachment B – Coastal Barrier Resources for map. Source: USFWS, Coastal Barrier Resources
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Approximately 6.91 acres of the project area is located within FEMA FIRM Panel Nos. 48481C0355F effective 12/21/2017, 48481C0360F effective 12/21/2017, and 48481C0370F effective 12/21/2017, a 100-year floodplain Zone AE. The proposed activities do not meet the definition of "financial assistance for acquisition or construction purposes" and is therefore in compliance with the Flood Disaster Protection Act of 1973. Additionally, Wharton County is participating in the National Flood Insurance Program. Please see Attachment C – Flood Insurance for NFIP participation status and Attachment J – Floodplain Management for Floodplain Maps. Source: FEMA Flood Maps; FEMA Community Status Book Report
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	The project area is located within an area of the state that is within attainment of the guidelines of the Federal Clean Air Act. The project does not include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling

		units; therefore, under 40 CFR 93.153, it can be assumed that the project emissions will be below de minimis levels and that the project is in compliance with the Clean Air Act. Please see Attachment D – Clean Air for reference map. **Best Management Practices:** *During project construction, there will be some increase in ambient dust particulate from machinery and soil disturbances. These will be only temporary in nature and all efforts will be made through proper construction methods to ensure dust control and properly functioning equipment.* Source: TCEQ Texas Attainment Status by Region
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	The project is not located within, nor does it affect the Texas Coastal Zone as defined by the Texas Coastal Zone Management Plan. Please see Attachment E – Coastal Zone Management for map. Source: GLO Texas Coastal Zone Boundary Map
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	EPA's NEPAssist Enviromapper was used to identify nearby dumps, junk yards, landfills, hazardous waste sites, and industrial sites, including EPA National Priorities List Sites (Superfund sites), CERCLA or state-equivalent sites, RCRA Corrective Action sites with release(s) or suspected release(s) requiring clean-up action and/or further investigation. An RCRA Hazardous Waste Facility was located at 1333 FM 1301, Wharton, TX (approximately 0.33 miles southeast of the project area). However, The ECHO report for this location does not indicate a record of non-compliance. Non-compliant facilities were not found on or near the project site that could affect or be affected by the project activities. Additionally, a site visit was conducted and photos were taken to document the absence of these sites. Please see project photos and Attachment F – Contamination and Toxic Substances for Field Observation Report, NEPAssist Report, and ECHO reports for all facilities within 0.5 miles of the project site. Latest mapping and research for TCEQ data review hazardous waste facilities, including waste generators, storage facilities, or transporters reflected no registration at or immediately adjacent to the project site areas. TCEQ data indicates no industrial and hazardous waste (IHW) Treatment, Storage, and Disposal (TSD) sites located within 0.5 miles of the project area. A search for Closed and Abandoned Landfill (CALF) sites was completed utilizing the TCEQ "Inventory of Closed Solid Waste Landfills" database as well as the Houston-Galveston Area Council's database for Closed Municipal Solid Waste Landfills. The Houston-Galveston Area Council's database for Closed Municipal Solid Waste Landfills indicates three (3) sites located approximately 2 miles southwest of the proposed Lake Nett Ditch (City Park

		at River, Intersection of Fulton & Elm Streets, Wharton, TX 77488 (Lat: 29.31, Lon: -96.10); Old City of Wharton, Wharton, TX 77488 (Lat: 29.31, Lon: -96.11); City of Wharton, S end of Sheppard Street in City of Wharton, W of US 59, N of Colorado River, Wharton, TX 77488 (Lat: 29.31, Lon: -96.11)). No proposed activities will take place on or within the immediate vicinity of a designated CALF site. Leaking PST information from the TCEQ database reflects no leaking PSTs within 0.5 miles of the project area. Please see Attachment F – Contamination and Toxic Substances for the TCEQ reports. Source: NEPAssist Enviromapper, TCEQ Central Registry
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	Project activities shall take place in existing rights-of-way and in previously disturbed areas committed primarily to rural residential areas, adjacent to agricultural fields and/or wooded areas and roads. A list of the endangered and threatened species for Wharton County has been reviewed as well as the USFWS Information, Planning and Conservation System (IPaC) system. Suitable habitats for each listed species have been compared with the project site to determine if any impacts could be expected. The project area habitat primarily consists of existing roadway crossings within rural residential neighborhoods that abut grassy pasture and agricultural fields. The existing drainage ditch near CR 130 runs adjacent to wooded land with mature trees. The Lake Nett ditch terminates approximately 1,630 feet north of a freshwater, oxbow lake. The project area is not consistent with the preferred habitats of any endangered species found in the County, and project activities shall not occur on, or adjacent to, mapped wildlife refuges, fish hatcheries, wildlife management areas, or related significant fish and wildlife resources. Per IPaC, there are no critical habitats or refuges within the project area. Additionally, the IPaC resources list indicates that there are no migratory birds of conservation concern expected to occur in this project area. Based on the level of disturbance present at the project sites and the lack of evidence of endangered species habitat, the Responsible Entity has made the determination of "no effect" on any federally or state listed species and project activities will not result in the destruction or adverse modification of critical habitats. Please see project photos Please see project photos and Attachments G for supporting documentation and memo to file. If construction workers identify or encounter threatened or endangered species during construction, they should cease construction immediately and contact Texas Parks & Wildlife for guidance.

		The IPAC resources list indicates that there are no migratory birds of conservation concern expected to occur in this project area, therefore, a list of migratory birds were not provided. However, the results do not identify every bird you may find in this location. Since vegetation clearing will occur, consideration for migratory birds will be taken. TPWD states the following: "*In accordance with the MBTA, TPWD recommends that vegetation removal and ground disturbing activities be phased to occur outside of the nesting season (March 15 to September 15) and impacts to spring and fall migrants be avoided. Construction noise that could harass nesting birds should be phased to occur outside of the nesting season as well.*" In addition, USFWS conservation measures should be followed to avoid activities that may disturb nesting and young during the primary nesting season (early April to mid-July). Any trees within or immediately adjacent to the project site will be considered for the potential for any active nests. A visual assessment of the onsite and adjacent trees will be conducted before trimming or removal of trees and overgrown vegetation prior to construction activities. Should active nests be identified prior to construction activities, the USFWS Ecological Services Field Office and/or USFWS Regional Migratory Bird Management Office should be contacted for guidance on appropriate next steps to avoid and minimize impacts to (and take of) migratory birds. **Best Management Practices:** *If construction workers identify or encounter threatened or endangered species during construction, they should cease construction immediately and contact Texas Parks & Wildlife for guidance.* Sources: USFWS IPaC Resource List; TPWD Special Status Species List
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	This project does not include a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals such as bulk fuel storage facilities and refineries) or any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion. TCEQ data indicates petroleum storage tanks located at 2029 FM 1301 Rd, Wharton, TX (approximately 1,858 feet south of the project area) and 1616 N Alabama Rd, Wharton, TX (approximately 1.13 miles west of the project area). TCEQ registration details states that a 10,000-gallon gasoline storage tank was installed at 2029 FM 1301 Rd on 1/1/1983 and was removed from the ground on 2/7/1990. Aerial imagery does not reveal an AST on the property, however, because the registration is still shown as active, an ASD

		calculation was performed on the property edge closets to the project area. The results of the ASD reveal 721.77 ASD for Thermal Radiation for People (ASDPPU) and 145.78 ASD for Thermal Radiation for Buildings (ASDBPU). The PST located at 1616 N Alabama Rd is an underground storage tank for a gas station. Both PST registration locations are far enough from the project area to have no impact on all project associated activities. In addition, they do not indicate a record of non-compliance. No effects are anticipated. This project is in compliance with 24 CFR 51 C. See Attachment H – Explosive and Flammable Hazards and photos of project areas. Sources: Site observations (5/22/20), NEPAssist, TCEQ Central Registry
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	While portions of the project shall occur in soils classified as prime farmland and adjacent to active farmland (along Montgomery road), the USDA Natural Resources Conservation Service stated that "The installation of sewer lines or subterranean water systems and appurtenances are not considered a permanent conversion of farmland." And considers the proposed activities to be exempt from provisions of the FPPA. As such, no further consideration from protection is necessary. Please see Attachments I for the soils map and correspondence with USDA, NRCS attached (Attachment I – Farmlands Protection). Source: USDA Web Soil Survey
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☒ No ☐	Approximately 6.91 acres of the project area is located within FEMA FIRM Panel Nos. 48481C0355F effective 12/21/2017, 48481C0360F effective 12/21/2017, and 48481C0370F effective 12/21/2017, a 100-year floodplain Zone AE and approximately 0.0126 acres of the project area is located within Zone X with a 0.2% annual chance flood hazard (500-year floodplain); therefore, Executive Order 11988 conditions are applicable. The eight-step decision making process was followed, including public notices and an examination of practicable alternatives. No comments were received. A review of the proposed activities was completed, and the determination was made that the project shall have minimal impact on the community's flood hazard area. Additionally, prior to construction, the project plans will meet any applicable, additional local floodplain requirements set forth by the community's Floodplain Administrator. Attachment J – Floodplain Management includes the FEMA Floodplain Map, the description of the 8-step decision making process, and a copy of the letter sent to FEMA for comment on the location of the project. **Best Management Practices:** *The project shall implement methods designed to protect improvements from flood damage and to protect natural landscapes that serve to maintain or restore natural hydrology through infiltration. The consulting engineer shall*

		take into consideration additional specifications to minimize damage to, and/or restore, the native plant species. The project shall not lead to any significant increases in impermeable cover and shall have no negative impacts on the floodplain. Additionally, prior to construction, the project plans will meet any applicable local floodplain requirements set forth by the community's Floodplain Administrator. Source: FEMA Flood Maps; Floodplain 8-Step Review
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	In accordance with the required statutes and provisions, a listing of state and federal register properties has been reviewed. The Texas Historical Commission conducted a Section 106 Review of the project and has concurred with the determination that there shall be no historical properties affected as a result of this project. In addition, THC concurred that there are no archeological sites, or other cultural resources present or affected as a result of this project. An update letter was sent to THC on 12/14/2021 informing the agency of the proposed project changes and reductions. The THC concurred with the proposed update on 1/4/2022. Please see project photos and Attachment K – Historic Preservation for the determination and THC Correspondence. TRIBAL: Due to the nature of the project, consultation with interested tribal nations was carried out, and they made no objections to the project during the 30-day comment period. Updated letters were sent to Tribes on 3/8/22 informing them of the proposed project changes and reductions. No objections to the project changes were made during the 30-day comment period. See Attachment K – Historic Preservation for correspondence. Source: Texas Historical Commission; Tribal consultation
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	The project does not involve housing or a noise sensitive development; therefore, a noise study is not applicable. However, minimal noise will be created during construction. The construction period shall be brief (approximately 120 days) and will take place during normal business hours on weekdays. Local residents have been notified of the nature and location of the project during a formal hearing process during the application phase of this project. Any complaints will be taken into consideration. Sources: Project Performance Statement; Project Map
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	The only Sole Source Aquifer in the State of Texas is the Edwards Aquifer. The project is not located within a designated Sole Source Aquifer. See Attachment M – Sole Source Aquifers for the map.

		Source: EPA Edwards Aquifer
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☒ No ☐	During the original site inspection, in addition to the oxbow lake south of Lake Shore Dr (located approximately 1,608 feet from the project area), wet water ditches were observed from an earlier rain event. According to the Wetland Maps provided by the US Fish & Wildlife, and the US Geologic Survey a portion of the project area (approximately 0.797 acres) appears to be located within a wetland; therefore, Executive Order 11990 conditions are applicable. The eight-step decision making process was followed, including public notices and an examination of practicable alternatives. The original eight-step publication notes that approximately 2.056 acres of wetland will intersect with the proposed project. However, this was published prior to the total reduction in scope. No comments were received. A review of the proposed activities has been completed and the project shall have minimal impact on the community's wetland area. The CR 133 culvert project intersects with a riverine wetland (code: R4SBC). The proposed work will replace two (2) existing 50 LF 42" CMP with four (4) 5' x 3' reinforced concrete box culverts (RCB) and rock filter extending approximately 67 LF under CR 133. This work will directly impact approximately 0.009 acres of USFWS identified wetland. While the installation of culverts within the wetland may temporarily disrupt the current condition of the wetland, the long term health of the wetland will improve. This is due in part to the increase of the size of the culvert. The increased area will prevent ponding and flow constrictions on either side of the culvert, which would have caused a loss in hydraulic capacity and potential adverse effects to the wetland biome. In addition, with the wider culverts, the flow rate of storm water may increase. However, the rock filter will reduce erosion within the drainage channel by restricting the velocity of flow in the channel. This culvert improvement will be constructed within a jurisdictional water of the US, for an unnamed tributary to Baughman Slough. The impacts to WOTUS will be approximately 0.009 Acres. Since the project activities will replace culverts that run under existing roadways, **Nationwide Permit 14** will be applied at CR 133 without a Pre-Construction Notification (PCN). A PCN is necessary only if (1) The loss of waters of the United States exceeds 0.1 acres; or (2) there is a discharge in special aquatic site, including wetlands. Note that NWP 14 limits the loss of wetland acreage to 0.5 acres. The CR 130 project intersects with a Freshwater Forested/Shrub Wetland (code: PFO1A). Approximately 0.782 acres of the identified wetland intersects with the CR 130 ditch. An earthen berm will extend approximately 1000 L.F. southwest of FM 3012 to the start of the CR 130 diversion channel. The approximately 3-foot high earthen berm will be constructed by creating a ditch and placing the

		excavated material adjacent to the ditch to create an approximately 4:1 slope. The excavation for the berm will not occur within the USFWS identified wetland. The CR 130 project will also replace existing culverts within the channel, approximately 1,800 linear feet west from FM 3012 (one (1) 66 LF 48" CMP with three (3) 66 LF 72" CMP) with a proposed rock filter. The existing ditch at CR 130 is manmade and was constructed, circa 2010 by Wharton County, where no ditch previously existed. As such, the proposed work within the ditch is not jurisdictional. In addition, with the wider culverts and concentration of flow created by the earthen berm, the flow rate of storm water may increase. However, the rock filter will reduce erosion within the drainage channel by restricting the velocity of flow in the channel. The outfall of the CR 130 ditch, where it intersects Jarvis Creek (code: R4SBCx), is jurisdictional. The County is constructing a culvert crossing for private drive access across the creek and will replace existing culverts (one (1) 66 LF 48" CMP with three (3) 45 LF 72" CMP) at the intersection of Jarvis Creek and the CR 130 ditch. The area of impact will be 0.006 acres. Since the project activities will replace culverts that run under existing roadways, **Nationwide Permit 14** will be applied at CR 130 without a PCN. See Attachment N – Wetlands Protection for Wetlands Map, the description of the 8-step decision making process. See the photos section for site photos and field observation report. **Best Management Practices:** *The project shall implement methods designed to protect natural landscapes that serve to maintain or restore natural hydrology through infiltration. Erosion control will be utilized during construction to prevent the unintentional discharge of dredged or fill material into the wetland. The consulting engineer shall take into consideration additional specifications to minimize damage to identified wetlands by avoiding staging and operating heavy machinery within the wetland. The project shall not lead to any significant increases in impermeable cover and shall have no negative impacts on the wetland.* *In addition, Nationwide Permit 14 will be implemented at CR 133 and CR 130* Sources: NWI Wetlands Map; Wetlands 8-Step Review
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	A review of the project has been made in accordance with The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.) as amended. The only Wild & Scenic River (WSR) in Texas is the Rio Grande River in Big Bend National Park. No portion of the project is adjacent to a Wild & Scenic River, a Study River, or an Inventory River. Please see Attachment O – Wild and Scenic Rivers. Source: Rio Grande WSR, National Wild and Scenic Rivers System

ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	Per EPA NEPAssist 2010 Demographics (ACS), the project area is comprised of 7 - 14% Below Poverty and 33% Minority Status. Compliance factors requiring mitigation have been identified in this Environmental Assessment. However, the mitigation measures identified for the project are not proposed in response to significant impacts that have the potential to lead to a disproportionately high and adverse impact to low-income or minority populations. The mitigation measures summarized in the Mitigation Measures and Conditions section will reduce, avoid, or eliminate adverse environmental impacts and avoid non-compliance or non-conformance with the authorities and factors set out in 24 CFR 50.4, 58.5, and 58.6. No displacements or negative impacts to minority or low-income populations are anticipated from the proposed project. Please see Attachment P – Environmental Justice for the EPA ACS Summary Report. Source: EPA EJView ACS Summary Report

Environmental Assessment Factors *[24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate.* ***All conditions, attenuation or mitigation measures have been clearly identified.***

Impact Codes: *Use an impact code from the following list to make the determination of impact for each factor.*

(1) *Minor beneficial impact*
(2) *No impact anticipated*
(3) *Minor Adverse Impact – May require mitigation*
(4) *Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement*

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning/Scale and Urban Design	2	There will be no change in land use and no changes in zoning required. Sources: Field observations (5/22/20)
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	2	The project activities are designed to improve storm water runoff and drainage. The project engineer has considered the soil suitability and slope during the design phase of the project. Activities will take place in locations with previously disturbed soils from past construction of roadways, utilities, and other infrastructure. The contractor shall take steps to control erosion during

		construction through best management practices such as the use of erosion blankets. Sources: NEPAssist Enviromapper; Field observations (5/22/20)
Hazards and Nuisances including Site Safety and Noise	2	A site visit was conducted on the existing project area and surrounding areas. In general, no significant signs of hazards or nuisances were observed where the project activities are planned. There were no observed stains on ground surfaces, no PCBs identified on ground surfaces, no hazardous materials, incidental trash, or other indications of possible hazards on the site. Work will be performed during the weekday during normal business hours using heavy equipment. Particulate dust matter may be increased in the area during construction, but will return to normal after the work is completed. Engineer will ensure that proper site safeguards will be in place, including trench safety. No hazardous sites are known to be present within the project area. See Attachment F – Contamination and Toxic Substances and site photos. Sources: Project Performance Statement; Field observations (5/22/20)
Energy Consumption	2	The drainage work will not result in increased energy consumption. This work may decrease energy use as less energy resources will be needed if there are fewer flooding events in the City. Sources: Project Performance Statement; Field observations (5/22/2020)

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	Since this project involves the installation and improvement of drainage structures, employment opportunities will not be enhanced. The short-term nature of the project shall only affect job availability as directly related to the temporary construction activities. Sources: Project Performance Statement; Field observations (5/22/20)
Demographic Character Changes, Displacement	2	The purpose of this project is to improve the conditions of those most in need in this community. This project will not result in major changes in the demographic makeup of the area or result in population displacement since the work will primarily occur in existing rights of way and utility easements in existing rural and residential areas. Part of the project will require land acquisition, however, no residents will be displaced or adversely affected as a result of the proposed project activities. Sources: Project Performance Statement; Field observations (5/22/20)

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	1	**Educational:** The project shall not lead to any increased demands on the educational facilities. Any potential disturbance to educational facilities in the area will be minor and temporary traffic disturbances. After project completion, the service area shall benefit from improved drainage and access.

		Cultural: Any potential disturbance to cultural facilities in the area will be minor and temporary traffic disturbances. Sources: Area Facilities Map; Field observations (5/22/2020)
Commercial Facilities	1	The project shall not lead to any increased demands on commercial facilities. Any potential disturbance to commercial facilities in the area will be minor and temporary traffic disturbances. Some local commercial facilities may benefit from project activities as contractors use facilities for supplies and services during the construction period. After project completion, the service area shall benefit from improved drainage. Sources: Project Photos; Field observations (5/22/2020)
Health Care and Social Services	1	**Health Care:** The project shall not lead to any increased demands on the health care facilities. Any potential disturbance to health care facilities in the area will be minor and temporary traffic disturbances. After project completion, the service area shall benefit from improved drainage. **Social Services:** The project shall not lead to any increased demands on the social services. Any potential disturbance to social service facilities in the area will be minor and temporary traffic disturbances. After project completion, the service area shall benefit from improved drainage. Sources: Area Facilities Map; Field observations (5/22/2020)
Solid Waste Disposal / Recycling	2	The project shall not generate substantial amounts of solid waste. The local disposal system will be able to adequately service the proposed development over its expected lifetime. All solid waste generated during construction will be disposed of in a permitted site. Sources: Project Performance Statement; Field observations (5/22/2020)
Waste Water / Sanitary Sewers	1	The proposed drainage improvements may have a beneficial impact on the wastewater system, as adequate drainage can prevent flooding due to runoff that can overload the WWTP and lead to the unintentional discharge of wastewater effluent into the environment during wet weather. Sources: Project Performance Statement; Field observations (5/22/2020)
Water Supply	1	The proposed drainage improvements may have a beneficial impact on the water supply, as adequate drainage can prevent polluted runoff from entering the water supply reservoir during wet weather. Sources: Project Performance Statement; Field observations (5/22/2020)
Public Safety - Police, Fire and Emergency Medical	2	The project shall not lead to increased demand for public safety services. Any potential disturbance to police, fire, or emergency medical vehicles in the area will be minor and temporary traffic disturbances. Detours will be clearly marked during construction to permit traffic flow. Sources: Project Performance Statement; Area Facilities Map; Field observations (5/22/2020)
Parks, Open Space and Recreation	2	All activities will not impact open space. Any potential disturbance to recreational facilities in the area will be minor and temporary traffic disturbances. Sources: Project Performance Statement; Project Map; Field observations (5/22/2020)

Transportation and Accessibility	2	Transportation along the project route could be disrupted during construction activities. These disruptions will be temporary and detours will be provided and clearly marked. Sources: Project Map; Field observations (5/22/2020)

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	Project activities shall be confined to existing rights-of-way along rural roads, grassy fields, and residential neighborhoods. There are no unique natural features or agricultural lands present at the project site. See photos of project area. Sources: Project Map; Field observations (5/22/2020)
Vegetation, Wildlife	2	The project area currently consists of rural roads, grassy fields, and residential neighborhoods. Project activities shall be confined to previously disturbed areas committed primarily to urban and residential land use. A list of the endangered and threatened species for Wharton County has been reviewed. Suitable habitats for each listed species have been compared with the project site to determine if any impacts could be expected. The project area is not consistent with the preferred habitats of any endangered species found in the County, and project activities shall not occur on, or adjacent to, mapped wildlife refuges, fish hatcheries, wildlife management areas, or related significant fish and wildlife resources. Based on the level of disturbance present at the project sites and the lack of evidence of endangered species habitat, no endangered species shall likely be affected. Please see project photos and Attachment G – Endangered Species for supporting documentation and memo to file. Sources: USFWS IPaC Resource List; TPWD Special Status Species List; Field observations (5/22/2020)
Other Factors		N/A

Additional Studies Performed: No additional studies are required for this project.

Field Inspection (Date and completed by): John Kaminski, 5/22/2020

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]**:**

Office of Compliance and Enforcement
Texas Commission on Environmental Quality (TCEQ)
PO Box 13087 - MC-119
Austin TX 78711-3087
NEPA@tceq.texas.gov

Eli Martinez
Office of Planning and Coordination
Compliance Assurance and Enforcement Division
Environmental Protection Agency
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Durrell Cooper, Chairman
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Comanche Nation
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800 North Loop 288
Denton, TX 76209

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List of Permits Obtained: The project engineer will coordinate any permits that need to be obtained as part of this project.

Public Outreach [24 CFR 50.23 & 58.43]**:** The Floodplain 8-Step Process was performed which required the publication of 2 separate publications in the Wharton Journal Spectator; The Wetlands 8-Step Process was performed which required the publication of 2 separate publications in the Wharton Journal Spectator; A combined notice of a Finding of No Significant Impact and Notice of Intent to Request the Release of Funds will be posted at County Courthouse for public review.

Cumulative Impact Analysis [40 CFR 1508.7]**:** The federal Council on Environmental Quality's regulations implementing procedural provisions of NEPA are set forth in 40 CFR 1508.7. They require federal agencies to consider the environmental consequences of their actions, including not only direct and indirect effects, but also cumulative effects. Cumulative impacts result from incremental consequences of program actions when added to other past, present, and reasonably foreseeable future actions.

This project will rehabilitate flood and drainage features within Wharton County. A portion of the project will occur within a USFWS recognized wetland. Project activities will contribute to the direct loss of wetland acreage. Continued wetland reduction could lead to increased soil erosion, fragmentation of species habitat, and a reduction in the size of the groundwater recharge zone. However, increasing the volume of undersized culverts and roadside ditches can reduce the risk of blockages and increased erosion rates within the wetland. Additionally, a portion of the project will occur within a 100-year floodplain. Building within a floodplain displaces floodwaters and could lead to an expansion in the size of the effected area during wet weather conditions. However, the described project activities will reduce the likelyhood of inundation within residential and commercial areas and will not lead to an increase in base flood elevation within the area. Due to the size and scope of this project, any cumulative impacts will be negligible to the environment and any historically significant resources in the area. There are no other known projects or future projects in the vicinity that may lead to cumulative impacts of evaluated compliamce factors.

The purpose of this project is to address the current state of the Wharton County drainage system. Hurricane Harvey overwhelmed the drainage, water, and sewer systems of Wharton County. Heavy rainfall caused flooding of homes and streets due to inadequate drainage throughout the county. This resulted in a threat to public health, safety, and welfare. Wharton County needs the proposed improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding during emergency situations.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]:

Size Reduction: The proposed project activities represent the minimum improvements necessary to provide adequate drainage to residents in the affected area; therefore, a reduction in size is not possible.

Revised Location: There is no alternative routing of drainage facilities that would both serve the residents living in the project area and be located in public rights-of-way in previously disturbed areas. Any alternative drainage routes would require easement acquisition, disturbing native soils, and removal of existing flora, which would be economically and environmentally prohibitive. The project cannot be relocated in order to serve the affected area.

No Action Alternative [24 CFR 58.40(e)]: Eliminating the project altogether would preclude the project goal of providing adequate drainage to ensure the safety of residents in the affected area. The "no action" alternative is not feasible, as the proposed improvements are essential the health, safety, and welfare of the community.

Summary of Findings and Conclusions: A review of this project has determined that it shall have No Significant Impact on the quality of the Human Environment. A combined Finding of No Significant Impact and Notice of Intent to Request the Release of Grant Funds will be posted at County Courthouse, and a Request for the Release of Grant Funds will be submitted to the State.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measures and Conditions
Section 106 of the National Historic Preservation Act, Historic Preservation	If any cultural, historical, and/or archeological materials are encountered during construction or disturbance activities, work should cease in the immediate area and the Texas Historical Commission and Texas General Land Office should be contacted for guidance; work can continue where no cultural materials are present.
Executive Order 11988, particularly section 2(a); 24 CFR Part 55	The project shall implement methods designed to protect improvements from flood damage and to protect natural landscapes that serve to maintain or restore natural hydrology through infiltration. Note that the proposed project activities are designed to improve flood drainage and reduce the likelihood of inundation. The consulting engineer shall take into consideration additional specifications to minimize damage to, and/or restore, the native plant species. The project shall not lead to any significant increases in impermeable cover and shall have no negative impacts on the floodplain. Additionally, prior to construction, the project plans will meet any applicable local floodplain requirements set forth by the community's Floodplain Administrator.

Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	**Best Management Practices:** *During project construction, there will be some increase in ambient dust particulate from machinery and soil disturbances. These will be only temporary in nature and all efforts will be made through proper construction methods to ensure dust control and properly functioning equipment.*
Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	TPWD states the following: "*In accordance with the MBTA, TPWD recommends that vegetation removal and ground disturbing activities be phased to occur outside of the nesting season (March 15 to September 15) and impacts to spring and fall migrants be avoided. Construction noise that could harass nesting birds should be phased to occur outside of the nesting season as well.*" In addition, USFWS conservation measures should be followed to avoid activities that may disturb nesting and young during the primary nesting season (early April to mid-July). Any trees within or immediately adjacent to the project site will be considered for the potential for any active nests. A visual assessment of the onsite and adjacent trees will be conducted before trimming or removal of trees and overgrown vegetation prior to construction activities. Should active nests be identified prior to construction activities, the USFWS Ecological Services Field Office and/or USFWS Regional Migratory Bird Management Office should be contacted for guidance on appropriate next steps to avoid and minimize impacts to (and take of) migratory birds. **Best Management Practices:** *If construction workers identify or encounter threatened or endangered species during construction, they should cease construction immediately and contact Texas Parks & Wildlife for guidance.*
Executive Order 11990, particularly sections 2 and 5	Nationwide Permit 14 will be implemented at CR 133 and CR 130 **Best Management Practices:** *The project shall implement methods designed to protect natural landscapes that serve to maintain or restore natural hydrology through infiltration. Erosion control will be utilized during construction to prevent the unintentional discharge of dredged or fill material into the wetland. The consulting engineer shall take into consideration additional specifications to minimize damage to identified wetlands by avoiding staging and operating heavy machinery within the wetland. The project shall not lead to any significant increases in impermeable cover and shall have no negative impacts on the wetland.*

Determination:

☒ **Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.



	5/4/2022
Preparer's Signature	Date
Justin Thornton, Environmental Team Lead	GrantWorks, Inc
Preparer's Name and Title	Preparer's Agency
	5/4/2022
Responsible Entity Certifying Official Signature	Date
Phillip Spenrath, County Judge	
Responsible Entity Certifying Official Name and Title	

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

City/County:			**CDBG-MIT No:**	
Contractor:			**Date:**	

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____ _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____ _____; Contractor, and that all terms of the Contract for the completion of certain public works described as _____ _____; City/County of _____ _____, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are:		**None Pending**			**As Listed Below**

Individual or Co. Name	**Mailing Address**	**Amount Owed**

Signature
Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____, 20_____.

	(SEAL)

Notary Public in and for _____ County, Texas

PROJECT SPECIFICATIONS

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree when shown on the plans. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Coordinate work with state and federal authorities when working in state or national forests or parks. Test, remove, and dispose of hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Cut trees and stumps off to ground level when allowed by the plans or directed. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

3. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

4. PAYMENT

For “acre” and “station” measurement, the work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Preparing Right of Way.” For “each” measurement, the work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Preparing Right of Way (Tree)” of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.12., “Final Acceptance.”

Item 105

Removing Treated and Untreated Base and Asphalt Pavement

1. DESCRIPTION

Break, remove, and store or dispose of existing asphalt pavement, including surface treatments, and treated or untreated base materials.

2. CONSTRUCTION

Break material retained by the Department into pieces not larger than 24 in. unless otherwise shown on the plans. Remove existing asphalt pavement before disturbing stabilized base. Avoid contamination of the asphalt materials and damage to adjacent areas. Repair material damaged by operations outside the designated locations.

Stockpile materials designated salvageable at designated sites when shown on the plans or as directed. Prepare stockpile site by removing vegetation and trash and by providing for proper drainage. Material not designated to be salvaged will become the property of the Contractor. When this material is disposed of, do so in accordance with federal, state, and local regulations.

3. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard of existing treated or untreated base and asphalt pavement in its original position, or by the cubic yard of existing treated or untreated base and asphalt pavement in its original position, as calculated by the average end area method. Square yard and cubic yard measurement will be established by the widths and depths shown on the plans and the lengths measured in the field.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Removing Treated and Untreated Base and Asphalt Pavement” of the depth specified. This price is full compensation for breaking the material, loading, hauling, unloading, stockpiling or disposing; repair to areas outside designated locations for removal; and equipment, labor, tools, and incidentals.

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. CONSTRUCTION

Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

2.1. Rock Cuts. Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below finish subgrade.

2.2. Earth Cuts. Excavate to finish subgrade. Scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation in areas where base or pavement structure will be placed on subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

Take corrective measures as directed if unsuitable material is encountered below subgrade elevations.

2.3. Subgrade Tolerances. Excavate to within 1/2 in. in cross-section and 1/2 in. in 16 ft. measured longitudinally for turnkey construction. Excavate to within 0.1 ft. in cross-section and 0.1 ft. in 16 ft. measured longitudinally for staged construction.

3. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Roadway)," "Excavation (Channel)," "Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for

authorized excavation; drying; undercutting subgrade and reworking or replacing the undercut material in rock cuts; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 132
Embankment

1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans:

- Type A. Granular material that is free from vegetation or other objectionable material and meets the requirements of Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤ 45
Plasticity index (PI)	Tex-106-E	≤ 15
Bar linear shrinkage	Tex-107-E	≥ 2

Perform the Linear Shrinkage test only as indicated in Tex-104-E.

- Type B. Materials such as rock, loam, clay, or other approved materials.
- Type C. Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- Type D. Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, "Legal Relations and Responsibilities," when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, "Preparing Right of Way," for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, "Sprinkling," and by rolling using equipment complying with Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., "Compaction Methods."

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

3.1. Earth Embankments. Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Treat material in accordance with Item 260, "Lime Treatment (Road-Mixed)" or Item 275, "Cement Treatment (Road-Mixed)" when required. Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or mix abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material and mix embankment until a uniform material is attained.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified.

3.2. Rock Embankments. Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity is in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

3.3. Embankments Adjacent to Culverts and Bridges. Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

3.4. Compaction Methods. Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on super elevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans.

3.4.1. Ordinary Compaction. Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the plans or the Engineer. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed

before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. Density Control. Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use Tex-114-E to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤ 15	≥ 98% D_a	
15 < PI ≤ 35	≥ 98% D_a and ≤ 102% D_a	≥ $W_{opt.}$
PI > 35	≥ 95% D_a and ≤ 100% D_a	≥ $W_{opt.}$

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should not exceed the value shown on the moisture-density curve, above optimum, required to achieve:

- 98% dry density for soils with a PI greater than 15 but less than or equal to 35 or
- 95% dry density for soils with PI greater than 35.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

3.5. Maintenance of Moisture and Reworking. Maintain the density and moisture content once all requirements in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. Acceptance Criteria.

3.6.1. Grade Tolerances.

3.6.1.1. Staged Construction. Grade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

3.6.1.2. Turnkey Construction. Grade to within 1/2 in. in the cross-section and 1/2 in. in 16 ft. measured longitudinally.

3.6.2. Gradation Tolerances. Ensure no more than 1 of the 5 most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. Density Tolerances. Ensure no more than 1 of the 5 most recent density tests for compaction work is outside the specified density limits, and no test is outside the limits by more than 3 pcf.

3.6.4. Plasticity Tolerances. Ensure no more than 1 of the 5 most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows:

4.1. Final. The cubic yard will be measured in its final position using the average end area method. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

4.2. Original. The cubic yard will be measured in its original and natural position using the average end area method.

4.3. Vehicle. The cubic yard will be measured in vehicles at the point of delivery.

When measured by the cubic yard in its final position, this is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas is paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216, "Proof Rolling."

All sprinkling and rolling, except proof rolling, will not be paid for directly but will be considered subsidiary to this Item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Item 164
Seeding for Erosion Control

1. DESCRIPTION

Provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed.

2. MATERIALS

2.1. **Seed.** Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity × Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Engineer before planting. Use within 12 mo. from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO_3 (potassium nitrate) to overcome dormancy.

Use Tables 1–4 to determine the appropriate seed mix and rates as specified on the plans. If a plant species is not available by the producers, the other plant species in the recommended seed mixture will be increased proportionally by the PLS/acre of the missing plant species.

Table 1
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
1 (Paris) Feb. 1–May 15	Green Sprangletop Sideoats Grama (Haskell) Bermudagrass Little Bluestem (Native) Illinois Bundleflower	0.3 3.2 1.8 1.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Weeping Lovegrass (Ermelo) Partridge Pea	0.3 1.5 6.0 0.6 0.8 1.0
2 (Ft. Worth) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
3 (Wichita Falls) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Awnless Bushsunflower (Plateau)	0.6 1.0 1.0 0.4 0.2 0.8 0.4 1.2 0.6 0.75 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 0.6 0.8 0.75 0.3
4 (Amarillo) Feb. 15–May 15	Green Sprangletop Sideoats Grama (Haskell) Blue Grama (Hachita) Buffalograss (Texoka) Illinois Bundleflower	0.3 3.6 1.2 1.6 1.0	Green Sprangletop Weeping Lovegrass (Ermelo) Blue Grama (Hachita) Sand Dropseed (Borden Co.) Sand Bluestem Purple Prairie Clover	0.3 0.8 1.0 0.3 1.8 0.5

Table 1 (continued)

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
5 (Lubbock) Feb. 15–May 15	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Buffalograss (Texoka) Illinois Bundleflower	0.3 3.6 1.2 1.6 1.0	Green Sprangletop Weeping Lovegrass (Ermelo) Blue Grama (Hachita) Sand Dropseed (Borden Co.) Sand Bluestem Purple Prairie Clover	0.3 0.8 1.0 0.3 1.8 0.5
6 (Odessa) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Blue Grama (Hachita) Galleta Grass (Viva) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Alkali Sacaton (Saltalk) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Whiplash Pappusgrass (Webb) Arizona Cottontop (La Salle)	1.0 1.0 0.4 0.6 0.2 0.6 0.2 0.2 0.1 0.6 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Blue Grama (Hachita) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Indian Ricegrass (Rim Rock) Sand Bluestem (Cottle County) Little Bluestem (Pastura) Purple Prairie Clover (Cuero)	1.0 0.2 0.4 0.4 0.2 0.2 1.6 1.2 0.8 0.3
7 (San Angelo) Feb. 1–May 1	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Illinois Bundleflower (Sabine)	1.0 1.0 1.0 0.4 0.2 0.4 0.4 1.2 0.6 0.75 1.0	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Sand Bluestem (Cottle County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 1.2 0.6 0.8 0.75 0.3
8 (Abilene) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Illinois Bundleflower (Sabine)	1.0 1.0 1.0 0.4 0.2 0.4 0.4 1.2 0.6 0.75 1.0	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Sand Bluestem (Cottle County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 1.2 0.6 0.8 0.75 0.3
9 (Waco) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
10 (Tyler) Feb. 1–May 15	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sideoats Grama (Haskell) Illinois Bundleflower	0.3 1.8 9.0 2.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Weeping Lovegrass (Ermelo) Sand Lovegrass Lance-Leaf Coreopsis	0.3 1.8 9.0 0.5 0.5 1.0
11 (Lufkin) Feb. 1–May 15	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sideoats Grama (Haskell) Illinois Bundleflower	0.3 1.8 9.0 2.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Lance-Leaf Coreopsis	0.3 2.1 9.0 0.5 1.0

Table 1 (continued)

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
12 (Houston) Jan. 15–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Little Bluestem (Native) Illinois Bundleflower	0.3 2.1 3.2 1.4 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Weeping Lovegrass (Ermelo) Lance-Leaf Coreopsis	0.3 2.4 10.5 1.0 1.0
13 (Yoakum) Jan. 15–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) Canada Wildrye (Lavaca) Illinois Bundleflower (Sabine) Purple Prairie Clover (Cuero)	1.0 1.0 1.5 1.0 0.3 0.2 0.2 2.0 1.3 0.6	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Purple Prairie Clover (Cuero) Partridge Pea (Comanche) Englemann Daisy (Eldorado)	1.0 0.4 1.0 0.8 0.2 0.6 0.6 1.0
14 (Austin) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower (Sabine) Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
15 (San Antonio) Feb. 1–May 1	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhoades Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
16 (Corpus Christi) Jan. 1–May 1	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhodes Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
17 (Bryan) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Little Bluestem (Native) Illinois Bundleflower	0.3 1.5 3.6 1.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Weeping Lovegrass (Ermelo) Sand Lovegrass Lance-Leaf Coreopsis	0.3 1.5 7.5 0.6 0.6 1.0

Table 1 (continued)

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
18 (Dallas) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
19 (Atlanta) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Illinois Bundleflower	0.3 2.4 4.5 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Lance-Leaf Coreopsis	0.3 2.1 7.5 0.6 1.0
20 (Beaumont) Jan. 15–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Illinois Bundleflower	0.3 2.7 4.1 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Lance-Leaf Coreopsis	0.3 2.1 7.5 0.6 1.0
21 (Pharr) Jan. 15–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhoades Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
22 (Laredo) Jan. 15–May 1	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhoades Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
23 (Brownwood) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Awnless Bushsunflower (Plateau)	0.6 1.0 1.0 0.4 0.2 0.8 0.4 1.2 0.6 0.75 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 0.6 0.8 0.75 0.3

Table 2 (continued)

Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
24 (El Paso) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Blue Grama (Hachita) Galleta Grass (Viva) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Alkali Sacaton (Saltalk) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Whiplash Pappusgrass (Webb) Arizona Cottontop (La Salle)	1.0 1.0 0.4 0.6 0.2 0.6 0.2 0.2 0.1 0.6 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Blue Grama (Hachita) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Indian Ricegrass (Rim Rock) Sand Bluestem (Cottle County) Little Bluestem (Pastura) Purple Prairie Clover (Cuero)	1.0 0.2 0.4 0.4 0.2 0.2 1.6 1.2 0.8 0.3
25 (Childress) Feb. 1–May 15	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Western Wheatgrass Galleta Illinois Bundleflower	0.3 2.7 0.9 2.1 1.6 1.0	Green Sprangletop Weeping Lovegrass (Ermelo) Sand Dropseed (Borden Co.) Sand Lovegrass Purple Prairie Clover	0.3 1.2 0.5 0.8 0.5

Table 2
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
1 (Paris) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell)	0.3 2.4 4.5	Green Sprangletop Bermudagrass	0.3 5.4
2 (Ft. Worth) Feb. 1–May 15	Green Sprangletop Sideoats Grama (El Reno) Bermudagrass Buffalograss (Texoka)	0.3 3.6 2.4 1.6	Green Sprangletop Sideoats Grama (El Reno) Bermudagrass Sand Dropseed (Borden Co.)	0.3 3.6 2.1 0.3
3 (Wichita Falls) Feb. 1–May 15	Green Sprangletop Sideoats Grama (El Reno) Bermudagrass Buffalograss (Texoka)	0.3 4.5 1.8 1.6	Green Sprangletop Sideoats Grama (El Reno) Bermudagrass Sand Dropseed (Borden Co.)	0.3 3.6 1.8 0.4
4 (Amarillo) Feb. 15–May 15	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.6 1.2 1.6	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Sand Dropseed (Borden Co.) Buffalograss (Texoka)	0.3 2.7 0.9 0.4 1.6
5 (Lubbock) Feb. 15–May 15	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.6 1.2 1.6	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Sand Dropseed (Borden Co.) Buffalograss (Texoka)	0.3 2.7 0.9 0.4 1.6
6 (Odessa) Feb. 1–May 15	Green Sprangletop Sideoats Grama (Haskell) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.6 1.2 1.6	Green Sprangletop Sideoats Grama (Haskell) Sand Dropseed (Borden Co.) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 2.7 0.4 0.9 1.6
7 (San Angelo) Feb. 1–May 1	Green Sprangletop Sideoats Grama (Haskell) Buffalograss (Texoka)	0.3 7.2 1.6	Green Sprangletop Sideoats Grama (Haskell) Sand Dropseed (Borden Co.) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.2 0.3 0.9 1.6
8 (Abilene) Feb. 1–May 15	Green Sprangletop Sideoats Grama (Haskell) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.6 1.2 1.6	Green Sprangletop Sand Dropseed (Borden Co.) Sideoats Grama (Haskell) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 0.3 3.6 0.8 1.6
9 (Waco) Feb. 1–May 15	Green Sprangletop Bermudagrass Buffalograss (Texoka) Sideoats Grama (Haskell)	0.3 1.8 1.6 4.5	Green Sprangletop Buffalograss (Texoka) Bermudagrass Sand Dropseed (Borden Co.)	0.3 1.6 3.6 0.4

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
10 (Tyler) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell)	0.3 2.4 4.5	Green Sprangletop Bermudagrass	0.3 5.4
11 (Lufkin) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell)	0.3 2.4 4.5	Green Sprangletop Bermudagrass	0.3 5.4
12 (Houston) Jan. 15–May 15	Green Sprangletop Sideoats Grama (Haskell) Bermudagrass	0.3 4.5 2.4	Green Sprangletop Bermudagrass	0.3 5.4
13 (Yoakum) Jan. 15–May 15	Green Sprangletop Sideoats Grama (South Texas) Bermudagrass	0.3 4.5 2.4	Green Sprangletop Bermudagrass	0.3 5.4
14 (Austin) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (South Texas) Buffalograss (Texoka)	0.3 2.4 3.6 1.6	Green Sprangletop Bermudagrass Buffalograss (Texoka)	0.3 4.8 1.6
15 (San Antonio) Feb. 1–May 1	Green Sprangletop Sideoats Grama (South Texas) Bermudagrass Buffalograss (Texoka)	0.3 3.6 2.4 1.6	Green Sprangletop Bermudagrass Buffalograss (Texoka)	0.3 4.8 1.6
16 (Corpus Christi) Jan. 1–May 1	Green Sprangletop Sideoats Grama (South Texas) Bermudagrass Buffalograss (Texoka)	0.3 3.6 2.4 1.6	Green Sprangletop Bermudagrass Buffalograss (Texoka)	0.3 4.8 1.6
17 (Bryan) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell)	0.3 2.4 4.5	Green Sprangletop Bermudagrass	0.3 5.4
18 (Dallas) Feb. 1–May 15	Green Sprangletop Sideoats Grama (El Reno) Buffalograss (Texoka) Bermudagrass	0.3 3.6 1.6 2.4	Green Sprangletop Buffalograss (Texoka) Bermudagrass Sand Dropseed (Borden Co.)	0.3 1.6 3.6 0.4
19 (Atlanta) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell)	0.3 2.4 4.5	Green Sprangletop Bermudagrass	0.3 5.4
20 (Beaumont) Jan. 15–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell)	0.3 2.4 4.5	Green Sprangletop Bermudagrass	0.3 5.4
21 (Pharr) Jan. 15–May 15	Green Sprangletop Sideoats Grama (South Texas) Buffalograss (Texoka) Bermudagrass	0.3 3.6 1.6 2.4	Green Sprangletop Buffalograss (Texoka) Bermudagrass Sand Dropseed (Borden Co.)	0.3 1.6 3.6 0.4
22 (Laredo) Jan. 15–May 1	Green Sprangletop Sideoats Grama (South Texas) Buffalograss (Texoka) Bermudagrass	0.3 4.5 1.6 1.8	Green Sprangletop Buffalograss (Texoka) Bermudagrass Sand Dropseed	0.3 1.6 3.6 0.4
23 (Brownwood) Feb. 1–May 15	Green Sprangletop Sideoats Grama (Haskell) Bermudagrass Blue Grama (Hachita)	0.3 3.6 1.2 0.9	Green Sprangletop Buffalograss (Texoka) Bermudagrass Sand Dropseed (Borden Co.)	0.3 1.6 3.6 0.4
24 (El Paso) Feb. 1–May 15	Green Sprangletop Sideoats Grama (South Texas) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.6 1.2 1.6	Green Sprangletop Buffalograss (Texoka) Sand Dropseed (Borden Co.) Blue Grama (Hachita)	0.3 1.6 0.4 1.8
25 (Childress) Feb. 1–May 15	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Buffalograss (Texoka)	0.3 3.6 1.2 1.6	Green Sprangletop Sand Dropseed (Borden Co.) Buffalograss (Texoka) Bermudagrass	0.3 0.4 1.6 1.8

Table 3
Temporary Cool Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)	
Paris (1), Amarillo (4), Lubbock (5), Dallas (18)	September 1–November 30	Tall Fescue Western Wheatgrass Wheat (Red, Winter)	4.5 5.6 34
Odessa (6), San Angelo (7), El Paso (24)	September 1–November 30	Western Wheatgrass Wheat (Red, Winter)	8.4 50
Waco (9), Tyler (10), Lufkin (11), Austin (14), San Antonio (15), Bryan (17), Atlanta (19)	September 1–November 30	Tall Fescue Oats Wheat	4.5 24 34
Houston (12), Yoakum (13), Corpus Christi (16), Beaumont (20), Pharr (21), Laredo (22)	September 1–November 30	Oats	72
Ft. Worth (2), Wichita Falls (3), Abilene (8), Brownwood (23), Childress (25)	September 1–November 30	Tall Fescue Western Wheatgrass Cereal Rye	4.5 5.6 34

Table 4
Temporary Warm Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)	
All	May 1–August 31	Foxtail Millet	34

2.2. Fertilizer. Use fertilizer in conformance with Article 166.2., "Materials."

2.3. Vegetative Watering. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

2.4. Mulch.

2.4.1. Straw or Hay Mulch. Use straw or hay mulch in conformance with Section 162.2.5., "Mulch."

2.4.2. Cellulose Fiber Mulch. Use only cellulose fiber mulches that are on the Approved Products List, *Erosion Control Approved Products*. (http://www.txdot.gov/business/resources/erosion-control.html) Submit one full set of manufacturer's literature for the selected material. Keep mulch dry until applied. Do not use molded or rotted material.

2.5. Tacking Methods. Use a tacking agent applied in accordance with the manufacturer's recommendations or a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. Use approved equipment to vertically track the seedbed as shown on the plans or as directed. Cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed when performing permanent seeding after an established temporary seeding. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans.

3.1. Broadcast Seeding. Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil unless otherwise directed. Apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment when seed and water are to be distributed as a slurry during hydro-seeding. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.

3.2. Straw or Hay Mulch Seeding. Plant seed according to Section 164.3.1., "Broadcast Seeding." Apply straw or hay mulch uniformly over the seeded area immediately after planting the seed or seed mixture. Apply

straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.

3.3. Cellulose Fiber Mulch Seeding. Plant seed in accordance with Section 164.3.1., "Broadcast Seeding." Apply cellulose fiber mulch uniformly over the seeded area immediately after planting the seed or seed mixture at the following rates.

- Sandy soils with slopes of 3:1 or less—2,500 lb. per acre.
- Sandy soils with slopes greater than 3:1—3,000 lb. per acre.
- Clay soils with slopes of 3:1 or less—2,000 lb. per acre.
- Clay soils with slopes greater than 3:1—2,300 lb. per acre.

Cellulose fiber mulch rates are based on dry weight of mulch per acre. Mix cellulose fiber mulch and water to make a slurry and apply uniformly over the seeded area using suitable equipment.

3.4. Drill Seeding. Plant seed or seed mixture uniformly over the area shown on the plans at a depth of 1/4 to 1/3 in. using a pasture or rangeland type drill unless otherwise directed. Plant seed along the contour of the slopes.

3.5. Straw or Hay Mulching. Apply straw or hay mulch uniformly over the area as shown on the plans. Apply straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.

Apply fertilizer in conformance with Article 166.3., "Construction." Seed and fertilizer may be distributed simultaneously during "Broadcast Seeding" operations, provided each component is applied at the specified rate. Apply half of the required fertilizer during the temporary seeding operation and the other half during the permanent seeding operation when temporary and permanent seeding are both specified for the same area.

Water the seeded areas at the rates and frequencies as shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the square yard or by the acre.

5. PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Broadcast Seeding (Temp)" of warm or cool season specified, "Straw or Hay Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Straw or Hay Mulch Seeding (Temp)" of warm or cool season specified, "Cellulose Fiber Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Cellulose Fiber Mulch Seeding (Temp)" of warm or cool season specified, "Drill Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Drill Seeding (Temp)" of warm or cool season specified, and "Straw or Hay Mulching." This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Item. Water for irrigating the seeded area, when specified, will be paid for under Item 168, "Vegetative Watering."

Item 247
Flexible Base

1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate**. Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1–2	Grade 3	Grade 4[2]	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E				
2-1/2"		0	0	As shown on the plans	0
1-3/4"		0–10	0–10		0–5
7/8"		10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max[1]	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min[1]		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	–	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	–	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances**. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2.1.2. **Material Types**. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:

2.1.2.1. **Type A**. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

2.1.2.2. **Type B**. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

2.1.2.3. **Type C**. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

2.1.2.4. **Type D**. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

2.1.2.5. **Type E**. Caliche, iron ore or as otherwise shown on the plans.

2.1.3. **Recycled Material**. Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

2.1.3.1. **Limits on Percentage**. Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements**.

2.1.3.2.1. **Contractor-Furnished Recycled Materials**. Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

2.1.3.2.2. **Department-Furnished Required Recycled Materials**. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

- Department-required recycled material will not be subject to the requirements in Table 1,
- Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
- the final product, blended, will be subject to the requirements in Table 1, and
- for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials**. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources**. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water**. Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources**. Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, “Rolling.” Provide proof rollers in accordance with Item 216, “Proof Rolling,” when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor’s estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base**. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, “Removing Treated and Untreated Base and Asphalt Pavement,” when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

4.2. **Placing**. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

4.3. **Compaction**. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

4.3.1. **Ordinary Compaction**. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control**. Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing**. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing**. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality**. This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place)**. The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery)**. The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery)**. The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard in Vehicle**. By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard in Stockpile**. By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard in Final Position**. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard**. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

5.5. **Ton**. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

6.1. **Flexible Base (Complete In Place)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.2. **Flexible Base (Roadway Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.3. **Flexible Base (Stockpile Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Item 340
Dense-Graded Hot-Mix Asphalt (Small Quantity)

1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This specification is intended for small quantity (SQ) HMA projects, typically under 5,000 tons total production.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2.1.2. **Intermediate Aggregate**. Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities.

The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

2.1.3. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count,[2] %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Optional test used by the Engineer as an indicator of the need for further investigation.
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Asphalt Binder**. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

2.5. **Tack Coat**. Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, “Asphalts, Oils, and Emulsions.” The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation, such as the bill of lading, showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent**. When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA)**. Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials**. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface**. The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate**. Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base**. Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP**. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in.

or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	**Intermediate**	**Base**	**Surface**	**Intermediate**	**Base**
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2. **RAS**. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders**. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder[1] to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22[2]	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22[2]	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22[2]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28[2]	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA[3]				
76-22[2]	70-22 or 64-22	30.0	35.0	40.0
70-22[2]	64-22 or 58-28	30.0	35.0	40.0
64-22[4]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	30.0	35.0	40.0
64-28[4]	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 340.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a pre-paving meeting with the Engineer on or before the first day of paving unless otherwise directed.

4.1. **Certification**. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level[1]
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[2] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[3]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F		✓	1A
Molding (SGC)	Tex-241-F		✓	1A
Laboratory-molded density	Tex-207-F		✓	1A
VMA[2] (calculation only)	Tex-204-F		✓	1A
Rice gravity	Tex-227-F		✓	1A
Gradation & asphalt binder content[3]	Tex-236-F		✓	1A
Moisture content	Tex-212-F		✓	1A
Hamburg Wheel test	Tex-242-F		✓	2
Boil test	Tex-530-C		✓	1A
5. Placement Testing				
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F		✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Ride quality measurement	Tex-1001-S	✓	✓	Note 4

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting, Testing, and Responsibilities**. Use Department-provided templates to record and calculate all test data pertaining to the mixture design. The Engineer will use Department templates for any production and placement testing. Obtain the current version of the templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer.

The maximum allowable time for the Engineer to exchange test data with the Contractor is as given in Table 7 unless otherwise approved. The Engineer will immediately report to the Contractor any test result that requires suspension of production or placement or that fails to meet the specification requirements.

Subsequent mix placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Testing			
Gradation	Engineer	Contractor	1 working day of completion of the test
Asphalt binder content			
Laboratory-molded density			
VMA (calculation)			
Hamburg Wheel test			
Moisture content			
Boil test			
Binder tests			
Placement Testing			
In-place air voids	Engineer	Contractor	1 working day of completion of the test[1]

1. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

4.3. **Mixture Design**.

4.3.1. **Design Requirements**. The Contractor may design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the dense-graded design procedure provided in Tex-204-F. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.3.1.1. **Target Laboratory-Molded Density When The TGC Is Used**. Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.3.1.2. **Design Number of Gyrations (Ndesign) When The SGC Is Used**. Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test in accordance with Tex-242-F, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;

- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm[1] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000[2]
PG 70		15,000[3]
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.
2. May be decreased to no less than 5,000 passes when shown on the plans.
3. May be decreased to no less than 10,000 passes when shown on the plans.

4.3.2. **Job-Mix Formula Approval**. The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When

WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test if opting to have the Department perform the test. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise determined. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven used for production testing in accordance with Tex-236-F.

The Engineer will use a TGC calibrated in accordance with Tex-914-K in molding production samples. Provide an SGC at the Engineer's field laboratory for use in molding production samples if the SGC is used to design the mix.

The Engineer may perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.3.3. **JMF Adjustments**. If JMF adjustments are necessary to achieve the specified requirements, the adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of the current JMF listed in Table 11.

The Engineer may adjust the asphalt binder content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be within master grading limits in Table 8	±5.0[1,2]
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[1,2]
% passing the #200 sieve			±2.0[1,2]
Asphalt binder content, %	Tex-236-F	±0.5	±0.3[2]
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0
VMA, %, min	Tex-204-F	Note 3	Note 3

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
2. Only applies to mixture produced for Lot 1 and higher.
3. Mixture is required to meet Table 8 requirements.

4.4. **Production Operations**. Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.4.1. **Storage and Heating of Materials**. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless

otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.4.2. **Mixing and Discharge of Materials**. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. The Engineer may determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. The Engineer will obtain the sample immediately after discharging the mixture into the truck, and will perform the test promptly.

4.5. **Hauling Operations**. Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 340.4.6.3.2., "Hauling Equipment." Use other hauling equipment only when allowed.

4.6. **Placement Operations**. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket unless otherwise directed. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.

Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

4.6.1. **Weather Conditions**. Place mixture when the roadway surface temperature is at or above 60°F unless otherwise approved. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

4.6.2. **Tack Coat**. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

4.6.3. **Lay-Down Operations**.

4.6.3.1. **Windrow Operations**. Operate windrow pickup equipment so that when hot-mix is placed in windrows substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.6.3.2. **Hauling Equipment**. Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability unless otherwise allowed.

4.6.3.3. **Screed Heaters**. Turn off screed heaters, to prevent overheating of the mat, if the paver stops for more than 5 min.

4.7. **Compaction**. Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.8. **Production Acceptance**.

4.8.1. **Production Lot**. Each day of production is defined as a production lot. Lots will be sequentially numbered and correspond to each new day of production. Note that lots are not subdivided into sublots for this specification.

4.8.2. **Production Sampling**.

4.8.2.1. **Mixture Sampling**. The Engineer may obtain mixture samples in accordance with Tex-222-F at any time during production.

4.8.2.2. **Asphalt Binder Sampling**. The Engineer may obtain or require the Contractor to obtain 1 qt. samples of the asphalt binder at any time during production from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. The Engineer may test any of the asphalt binder samples to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.8.3. **Production Testing**. The Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification. The Engineer may suspend production if production tests do not meet specifications or are not within operational tolerances listed in Table 11. Take immediate corrective action if the Engineer's laboratory-molded density on any sample is less than 95.0% or greater than 98.0%, to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may use alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Use the applicable test procedure if an alternate test method is selected.

Table 13
Production and Placement Testing

Description	Test Method
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F
Individual % retained for sieves smaller than #8 and larger than #200	
% passing the #200 sieve	
Laboratory-molded density	Tex-207-F
Laboratory-molded bulk specific gravity	
In-Place air voids	
VMA	Tex-204-F
Moisture content	Tex-212-F, Part II
Theoretical maximum specific (Rice) gravity	Tex-227-F
Asphalt binder content	Tex-236-F
Hamburg Wheel test	Tex-242-F
Recycled Asphalt Shingles (RAS)[1]	Tex-217-F, Part III
Asphalt binder sampling and testing	Tex-500-C
Tack coat sampling and testing	Tex-500-C, Part III
Boil test	Tex-530-C

1. Testing performed by the Construction Division or designated laboratory.

4.8.3.1. **Voids in Mineral Aggregates (VMA)**. The Engineer may determine the VMA for any production lot. Take immediate corrective action if the VMA value for any lot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the lot to be left in place without payment.

4.8.3.2. **Hamburg Wheel Test**. The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire lot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department-approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.8.4. **Individual Loads of Hot-Mix**. The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9. **Placement Acceptance**.

4.9.1. **Placement Lot**. A placement lot is defined as the area placed during a production lot (one day's production). Placement lot numbers will correspond with production lot numbers.

4.9.2. **Miscellaneous Areas**. Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Compact miscellaneous areas in accordance with Section 340.4.7., "Compaction." Miscellaneous areas are not subject to in-place air void determination except for temporary detours when shown on the plans.

4.9.3. **Placement Sampling**. Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement lot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side at each location selected by the Engineer for in-place air void determination unless otherwise shown on the plans. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness.

Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the date and lot number on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at http://www.txdot.gov/business/specifications.htm to provide a secure means and process that protects the integrity of the cores during transport.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.4. **Placement Testing**. The Engineer may measure in-place air voids at any time during the project to verify specification compliance.

4.9.4.1. **In-Place Air Voids**. The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Cores not meeting the height requirements in Table 12 will not be tested. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the corresponding theoretical maximum specific gravity to determine the air void content of each core. The Engineer will use the average air void content of the 2 cores to determine the in-place air voids at the selected location.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

Take immediate corrective action when the in-place air voids exceed the range of 3.8% and 8.5% to bring the operation within these tolerances. The Engineer may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids. Areas defined in Section 340.9.2., "Miscellaneous Areas," are not subject to in-place air void determination.

4.9.5. **Irregularities**. Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement. If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.6. **Ride Quality**. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality, if applicable, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

Item 400
Excavation and Backfill for Structures

1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 401, "Flowable Backfill,"
- Item 421, "Hydraulic Cement Concrete," and
- DMS-4600, "Hydraulic Cement."

3. CONSTRUCTION

3.1. **Excavation**.

3.1.1. **General**. Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

3.1.1.1. **Obstructions**. Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.

3.1.1.2. **Excavation in Streets**. Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

3.1.1.3. **Utilities**. Comply with the requirements of Article 7.15., "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

3.1.1.4. **De-Watering**. Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom of an excavation cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

3.1.2. **Bridge Foundations and Retaining Walls**. Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or another hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

3.1.3. **Cofferdams**. The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet-pile or other types of cofferdams requiring structural members bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a

concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

3.1.4. **Culverts and Storm Drains**. When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

3.1.4.1. **Unstable Material**. Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

3.1.4.2. **Incompressible Material**. Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., “Backfill,” if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

3.2. **Shaping and Bedding**. Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is indicated on the plans and backfill with stabilized material to support the pipe or box at the required grade.

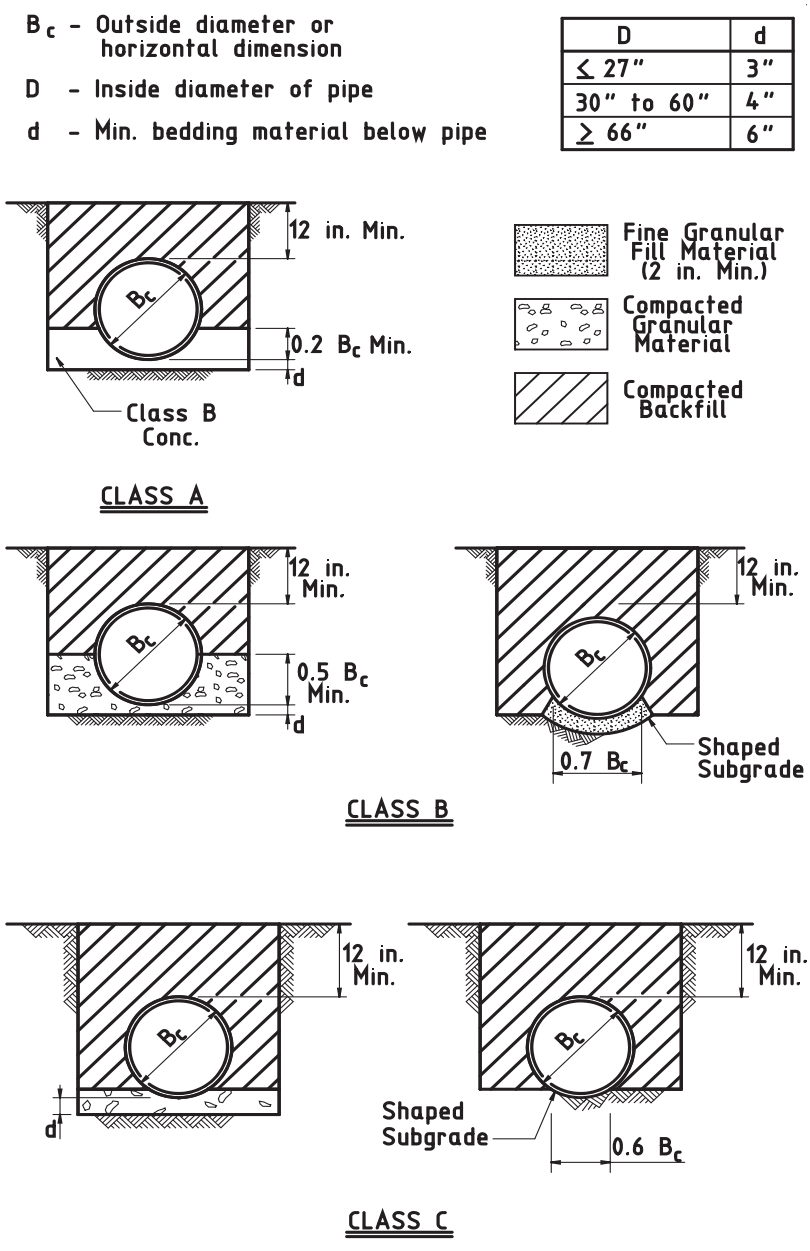


Figure 1
Bedding Diagrams

3.3. **Backfill**.

3.3.1. **General**. Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free from stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements of Table 1.

Table 1
Cohesionless Material Gradation Limits

Sieve Size	Percent Retained
3"	0
#10	Note 1
#200	90–100

1. No. 10 sieve requirements are 0 to 30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both.

3.3.2. **Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts**. Place backfill against the structure only after the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete."

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes/inlets and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes/inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

3.3.3. **Pipe**. Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3 in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved until the minimum cover has been provided.

3.3.4. **Cement-Stabilized Backfill**. Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E.

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers if necessary to fill voids.

3.3.5. **Flowable Backfill**. Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes/inlets and culverts, and drainage structures.

4. MEASUREMENT

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Structural Excavation**. Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

4.1.1. **Boundaries of Measurement**.

4.1.1.1. **Pipe**.

4.1.1.1.1. **Pipe up to 42 Inches**. For pipe up to 42 in. nominal or equivalent diameter, no material outside of vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

4.1.1.1.2. **Pipe Larger than 42 Inches**. For pipes larger than 42 in. nominal or equivalent diameter, no material outside of vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

4.1.1.2. **Structural Plate Structures**. No material outside of vertical planes 3 ft. beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

4.1.1.3. **Footings, Walls, Boxes, and Other Excavation**. No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is

used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

4.1.1.4. **Excavation near Roadways and Channels**. At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

4.1.2. **Falsework**. No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4.1.1., "Boundaries of Measurement."

4.1.3. **Swelling**. Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile-driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.

4.1.4. **Cave-Ins**. Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

4.1.5. **Undercut**. Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.

4.1.6. **Grade Change**. Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.

4.2. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.

4.3. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

5. PAYMENT

5.1. **Structural Excavation**. Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts," will be measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material**. Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item**. Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation. When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item**. Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation**. If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 2.

Table 2
Payment for Required Overexcavation

Variance of Revised Footing Grade from Plan Grade	Payment Terms	Variance of Revised Footing Grade from Plan Grade
	"Structural Excavation" is a Bid Item	"Structural Excavation" is not a Bid Item
Up to and including 5 ft.	Unit price equal to 115% of unit price bid for "Structural Excavation"	$10 per cubic yard
Over 5 ft. up to 10 ft.	Unit price equal to 125% of unit price bid for "Structural Excavation"	$12 per cubic yard
Over 10 ft.	In accordance with Article 9.7., "Payment for Extra Work and Force Account Method."	

5.4. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."

5.5. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems; bedding and backfilling including placing, sprinkling and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill." Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

Item 401
Flowable Backfill

1. DESCRIPTION

Furnish and place flowable backfill for trench, hole, or other void.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Use materials from non-listed sources only when tested and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

1.1 **Cement**. Furnish cement in accordance with DMS-4600, "Hydraulic Cement."

2.2 **Fly Ash**. Furnish fly ash in accordance with DMS-4610, "Fly Ash."

2.3 **Chemical Admixtures**. Furnish chemical admixtures in accordance with DMS-4640, "Chemical Admixtures for Concrete." Use specialty type admixtures to enhance the flowability, reduce shrinkage, and reduce segregation by maintaining solids in suspension when necessary. Use and proportion all admixtures in accordance with the manufacturer's recommendations.

2.4 **Fine Aggregate**. Provide fine aggregate that will stay in suspension in the mortar to the extent required for proper flow and that meets the gradation requirements of Table 1.

Table 1
Aggregate Gradation Chart

Sieve Size	Percent Passing
3/4"	100
#200	0–30

Test fine aggregate gradation in accordance with Tex-401-A.

Plasticity Index (PI) must not exceed 6 when tested in accordance with Tex-106-E.

1.5 **Mixing Water**. Use mixing water in accordance with Item 421, "Hydraulic Cement Concrete."

3. CONSTRUCTION

Submit a construction method and plan, including mix design, for approval. Provide a means of filling the entire void area, and be able to demonstrate this has been accomplished. Prevent the movement of any inserted structure from its designated location. Remove and replace or correct the problem if voids are found in the fill or any of the requirements are not met as shown on the plans without additional cost to the Department.

Furnish a mix meeting the requirements of Table 2 unless otherwise shown on the plans.

Table 2
Flowable Fill Mix Design Requirements

Property	Excavatable	Non-Excavatable	Test Method
28-day Compressive Strength,[1] psi	80 to 200	> 200	ASTM D4832
Consistency,[2] Min diameter, in.	8		ASTM D6103
Unit Weight, pcf	90 to 125	100 to 145	ASTM D6023
Air Content, %	10 to 30	5 to 15	ASTM D6023

1. Average of 2 specimens.
2. Mixture must not segregate.

Mix the flowable fill using a central-mixed concrete plant, ready-mix concrete truck, pug mill, or other approved method.

Furnish all labor, equipment, tools, containers, and molds required for sampling, making, transporting, curing, removal, and disposal of test specimens. Furnish test molds meeting the requirements of Tex-447-A. Transport, strip, and cure the test specimens as scheduled at the designated location. Cure test specimens in accordance with Tex-447-A. The Engineer will sample, make, and test all specimens. Dispose of used, broken specimens in an approved location and manner. The frequency of job-control testing will be at the direction of the Engineer.

4. MEASUREMENT

This Item will be measured by the cubic yard of material placed. Measurement will not include additional volume caused by slips, slides, or cave-ins resulting from the Contractor's operations.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flowable Backfill." This price is full compensation for furnishing, hauling, and placing materials and for equipment, tools, labor, and incidentals.

Item 420
Concrete Substructures

1. DESCRIPTION

Construct concrete substructures including footings, columns, caps, abutments, piers, culverts, other bridge substructure elements, and other concrete structures as indicated.

2. MATERIALS

2.1. **Concrete**. Provide concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide the class of concrete for each type of structure or unit as shown on the plans or in pertinent governing specifications.

2.2. **Grout or Mortar**. Provide grout for dowelling anchors or precast connections in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications."

2.3. **Latex Curing Materials**. Provide an acrylic-polymer latex admixture (acrylic resin emulsion per DMS-4640, "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.

2.4. **Reinforcing Steel**. Provide reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

2.5. **Expansion Joint Material**. Provide materials in accordance with DMS-6310, "Joint Sealants and Fillers."

- Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans.
- Provide preformed bituminous fiber material unless otherwise specified.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

2.6. **Waterstop**. Provide rubber or polyvinyl chloride (PVC) waterstops in accordance with DMS-6160, "Water Stops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.

2.7. **Curing Materials**. Provide membrane curing compounds in accordance with DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free from tears and in good general condition. Provide a flap at least 6 in. wide consisting of 2 thicknesses of the covering and extending along 1 side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free from visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 90°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made from burlap impregnated on 1 side with a film of opaque white pigmented polyethylene, free from visible defects. Provide laminated mats that have at least 1 layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

Provide burlap material which complies with AASHTO M 182, Class 3 (10 oz. per square yard) with the following additions:

- Manila hemp may also be used to make burlap.
- Do not use burlap fabricated from bags.
- Do not use burlap containing any water soluble ingredient which will retard the setting time of concrete.

Provide used burlap complying with the requirements stated above and that has only been used previously for curing concrete. "Like new" cleanliness is not expected, but contamination with any substance foreign to the concrete curing process, such as grease or oil, will be cause for rejection.

2.8. **Epoxy**. Provide epoxy materials in accordance with DMS-6100, "Epoxies and Adhesives," unless otherwise specified.

3. EQUIPMENT

3.1. **Transporting and Placing Equipment**. Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Ensure concrete is not transported or conveyed through equipment made of aluminum.

Use tremies to control the fall of concrete or for underwater placement. Use tremies that are watertight and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter. Construct the tremie so the bottom can be sealed and opened once the tremie has been fully charged with concrete for underwater placements.

Use pumps with lines at least 5 in. inside diameter (I.D.) where Grade 2 or smaller coarse aggregate is used, and at least 8 in. I.D. for Grade 1 coarse aggregate.

3.2. **Vibrators**. Use immersion-type vibrators for consolidation of concrete. Provide at least 1 standby vibrator for emergency use. Furnish vibrator head covered by a rubberized or elastomeric cover when used near epoxy coated reinforcing steel.

3.3. **Temperature Recording Equipment**. Use strip chart temperature recording devices, recording maturity meters in accordance with Tex-426-A, or other approved devices that are accurate to within ±2°F within the range of 32°F to 212°F for mass concrete operations, cold weather placements, and as otherwise specified.

3.4. **Artificial Heating Equipment**. Use artificial heating equipment as necessary for maintaining the concrete temperatures as specified in Section 420.4.7.11., "Placing Concrete in Cold Weather."

3.5. **Spraying Equipment**. Use mechanically powered pressure sprayers, either air or airless, with appropriate atomizing nozzles for the application of membrane curing. Use hand-pressurized spray equipment with 2 or 3 fan-spray nozzles if approved. Ensure the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.

3.6. **Concrete Testing Equipment**. Provide testing equipment for use by the Engineer in accordance with Section 421.3.3., "Testing Equipment."

4. CONSTRUCTION

Obtain approval for proposed construction methods before starting work. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified in Table 8 of Section 421.4.1., "Classification of Concrete Mix Designs,") to determine the in-situ strength to address the schedule restrictions in Section 420.4.1., "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. Make enough test specimens for Contractor-performed testing to ensure strength

requirements are met for the operations listed in Section 420.4.1., "Schedule Restrictions." Make at least 1 set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.8., "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Article 421.5., "Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

4.1. **Schedule Restrictions**. Construct and open completed structures to traffic with the following limitations unless otherwise shown on the plans:

4.1.1. **Setting Forms**. Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days as defined in Section 420.4.10., "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.

Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.

Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.2. **Removal of Forms and Falsework**. Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.11., "Removal of Forms and Falsework." Keep all forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

4.1.3. **Placement of Superstructure Members**. Erect or place superstructure members or precast substructure members only after the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.4. **Opening to Traffic**. Direct traffic culverts may be opened to construction traffic when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Design," has been attained if curing is maintained. Obtain approval before opening direct traffic culverts to the traveling public. Open other noncritical structural and nonstructural concrete for service upon the completion of curing unless otherwise specified or directed.

4.1.5. **Post-Tensioned Construction**. Ensure strength requirements on the plans for structural elements designed to be post-tensioned are met for stressing and staged loading of structural elements.

4.1.6. **Backfilling**. Backfill in accordance with Section 400.3.3., "Backfill."

4.2. **Plans for Falsework and Forms**. Submit plans for falsework and forms for the following items: vertical forms for piers and single column bents; load supporting forms for caps and tie-beams; form attachments for bridges to be widened; and other items as indicated or directed. Provide design calculations when requested. Show all essential details of proposed forms, falsework, and bracing. Have a licensed professional engineer design, seal, and sign these plans. Department approval is not required, except as noted in Table 1 of Item 5, "Control of the Work," when forms or falsework are located such that public safety can be affected, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans. Design job-fabricated formwork assuming a weight of 150 pcf for concrete, and

include a liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

4.3. **Falsework**. Design and construct falsework to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Consult AASHTO's *Guide Design Specifications for Bridge Temporary Works* and *Construction Handbook for Bridge Temporary Works* for falsework and shoring information not indicated below. Submit details in accordance with Section 420.4.2., "Plans for Falsework and Forms."

Design job-fabricated falsework assuming a weight of 150 pcf for concrete, and include a minimum liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used in falsework. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide timber that is sound, in good condition, and free from defects that would impair its strength. Provide timber that meets or exceeds the species, size, and grade requirements in the submitted falsework plans.

Provide wedges made of hardwood or metal in pairs to adjust falsework to desired elevations to ensure even bearing. Do not use wedges to compensate for incorrectly cut bearing surfaces.

Use sills or grillages large enough to support the superimposed load without settlement. Take precautions to prevent settling of the supporting material unless the sills or grillages are founded on solid rock, shale, or other hard materials.

Place falsework that cannot be founded on a satisfactory spread footing on piling or drilled shafts with enough bearing capacity to support the superimposed load without settlement. Drive falsework piling to the required resistance determined by the applicable formula in Item 404, "Driving Piling." Design drilled shafts for falsework to carry the superimposed load using both skin friction and point bearing.

Weld in conformance with Item 448, "Structural Field Welding." Securely brace each falsework bent to provide the stiffness required, and securely fasten the bracing to each pile or column it crosses.

Remove falsework when it is no longer required or as indicated on the submitted falsework plan. Pull or cut off foundations for falsework at least 2 ft. below finished ground level. Completely remove falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

4.4. **Forms**. Submit formwork plans in accordance with Section 420.4.2., "Plans for Falsework and Forms."

4.4.1. **General**. Provide forms of either timber or metal except where otherwise specified or permitted.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a minimum liveload allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the Department's allowable stresses for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used for forms. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, "Surface Finishes for Concrete," for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and specified in Section 427.4.3.5., “Form Liner Finish.”

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

Use only material that is inert, non-biodegradable, and nonabsorptive for forms to be left in place.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter.

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

Cease placement if the forms show signs of bulging or sagging at any stage of the placement, and remove the portion of the concrete causing this condition immediately as directed. Reset the forms and securely brace them against further movement before continuing the placement.

4.4.2. **Timber Forms**. Provide properly seasoned, good-quality lumber that is free from imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade in the submitted formwork plans.

Maintain forms or form lumber that will be reused so it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred, or that has defects in any way that will produce inferior work. Promptly remove such lumber from the work.

Provide form lining for all formed surfaces except:

- the inside of culvert barrels, inlets, manholes, and box girders;
- surfaces that are subsequently covered by backfill material or are completely enclosed; and
- any surface formed by a single finished board or by plywood.

Provide form lining of an approved type such as masonite or plywood. Do not provide thin membrane sheeting such as polyethylene sheets for form lining.

Use plywood at least 3/4 in. thick. Place the grain of the face plies on plywood forms parallel to the span between the supporting studs or joists unless otherwise indicated on the submitted form drawings.

Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so the facing form material remains in true alignment under the imposed loads.

Space wales closely enough to hold forms securely to the designated lines, scabbed at least 4 ft. on each side of joints to provide continuity. Place a row of wales near the bottom of each placement.

Place facing material with parallel and square joints, securely fastened to supporting studs.

Place forms with the form panels symmetrical (long dimensions set in the same direction) for surfaces exposed to view and receiving only an ordinary surface finish as defined in Section 420.4.13., “Ordinary Surface Finish.” Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and can be maintained to a true line without warping. Dress wood molding on all faces. Fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides unless otherwise shown on the plans.

Use metal form ties of an approved type or a satisfactory substitute of a type that permits ease of removal of the metal to hold forms in place. Cut back wire ties at least 1/2 in. from the face of the concrete.

Use devices to hold metal ties in place that are able to develop the strength of the tie and adjust to allow for proper alignment.

Entirely remove metal and wooden spreaders that separate the forms as the concrete is being placed.

Provide adequate clean-out openings for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

4.4.3. **Metal Forms**. Requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse, and wetting also apply to metal forms except metal forms do not require lining unless specifically noted on the plans.

Use form metal thick enough to maintain the true shape without warping or bulging. Countersink all bolt and rivet heads on the facing sides. Design clamps, pins, or other connecting devices to hold the forms rigidly together and to allow removal without damage to the concrete. Use metal forms that present a smooth surface and line up properly. Keep metal free from rust, grease, and other foreign materials.

4.5. **Drains**. Install and construct weep holes and roadway drains as shown on the plans.

4.6. **Placing Reinforcement and Post-Tensioning**. Place reinforcement as provided in Item 440, “Reinforcement for Concrete.” Do not weld reinforcing steel supports to other reinforcing steel except where shown on the plans.

Place post-tensioning ducts, anchorages, and other hardware in accordance with the approved prestressing details and Item 426, “Post-Tensioning.” Keep ducts free of obstructions until all post-tensioning operations are complete.

4.7. **Placing Concrete**. Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations.

Do not place concrete when impending weather conditions would impair the quality of the finished work. Place concrete in early morning or at night or adjust the placement schedule for more favorable weather when conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for weather-related distress.

Adequately illuminate the entire placement site as approved when mixing, placing, and finishing concrete in non-daylight hours.

Furnish adequate shelter to protect the concrete against damage from rainfall or freezing temperatures as outlined in this Item if changes in weather conditions require protective measures after work starts. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

4.7.1. **Placing Temperature**. Place concrete according to the following temperature limits for the classes of concrete defined in Section 421.4.1., “Classification of Concrete Mix Designs.”

- Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50°F and 95°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class S concrete, used in this Item only as indicated for culvert top slabs, only when its temperature is between 50°F and 85°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
- Place mass concrete in accordance with Section 420.4.7.14., "Mass Placements," only when its temperature at the time of placement is between 50°F and 75°F.

4.7.2. **Transporting Time**. Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14 of Item 421, "Hydraulic Cement Concrete."

4.7.3. **Workability of Concrete**. Place concrete with a slump as specified in Section 421.4.2.5., "Slump." Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump provided that the maximum mix design water–cement ratio is not exceeded. Mix concrete in accordance with Section 421.4.6., "Mixing and Delivering Concrete," after introduction of any additional water or chemical admixtures. Do not add water or chemical admixtures after any concrete has been discharged.

4.7.4. **Transporting Concrete**. Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.

Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.

Arrange and use chutes, troughs, conveyors, or pipes so the concrete ingredients will not be separated. Terminate such equipment in vertical downspouts when necessary to prevent segregation. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.

Keep all transporting equipment clean and free from hardened concrete coatings. Discharge water used for cleaning clear of the concrete.

4.7.5. **Preparation of Surfaces**. Thoroughly wet all forms and hardened concrete on which concrete is to be placed before placing concrete on them. Remove any remaining puddles of excess water before placing concrete. Provide surfaces that are in a moist, saturated surface-dry condition when concrete is placed on them.

Ensure the subgrade or foundation is moist before placing concrete on grade. Lightly sprinkle the subgrade if dry.

4.7.6. **Expansion Joints**. Construct joints and devices to provide for expansion and contraction in accordance with plan details.

Use light wire or nails to anchor any preformed fiber joint material to the concrete on 1 side of the joint.

Ensure finished joints conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the joint.

4.7.7. **Construction Joints**. A construction joint is the joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means the manner and sequence of concrete placing does not create a construction joint.

Make construction joints of the type and at the locations shown on the plans. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Make construction joints square and normal to the forms unless otherwise required. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Ensure the surface of the existing concrete is in a saturated surface-dry condition (SSD) just before placing subsequent concrete. Wet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting if ponding is not possible to achieve SSD conditions 15 to 30 min. before placing the concrete. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Bonding agents are not required unless indicated otherwise. Coat the joint surface with bonding mortar, grout, epoxy, or other material if a bonding agent is required as indicated on the plans. Provide Type V epoxy per DMS-6100, "Epoxies and Adhesives," for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is SSD, and place the concrete before the bonding mortar or grout dries. Place other bonding agents in accordance with the manufacturer's recommendations.

4.7.8. **Handling and Placing**. Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform, dense compact mass.

Ensure concrete free-falls no more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed by other Items. Remove any hardened concrete splatter ahead of the plastic concrete.

Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities of concrete at 1 point and run or move the concrete along to fill the forms.

Deposit concrete in the forms in layers of suitable depth but no more than 36 in. deep unless otherwise permitted.

Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. Allow no more than 1 hr. to elapse between adjacent or successive placements of concrete when re-vibration of the concrete is shown on the plans except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least the minimum recommended dosage of a Type B or D admixture.

4.7.9. **Consolidation**. Carefully consolidate concrete and flush mortar to the form surfaces with immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Insert the vibrators vertically where possible. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely

consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

4.7.10. **Installation of Dowels and Anchor Bolts**. Install dowels and anchor bolts by casting them in-place or by grouting with grout, epoxy, or epoxy mortar unless noted otherwise. Form or drill holes for grouting. Follow the manufacturer's recommended installation procedures for pre-packaged grout or epoxy anchor systems. Test anchors if required on the plans or by other Items.

Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. Make the hole diameter at least twice the dowel or bolt diameter, but not exceeding the dowel or bolt diameter plus 1-1/2 in. when using cementitious grout or epoxy mortar. Make the hole diameter 1/16 to 1/4 in. greater than the dowel or bolt diameter when using neat epoxy unless indicated otherwise by the epoxy manufacturer.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Use a wire brush followed by oil-free compressed air to remove all loose material from the holes, repeating as necessary until no more material is removed. Ensure holes are in a surface-dry condition when epoxy type materials are used and in a surface-moist condition when cementitious grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning outlined in the product specifications for pre-packaged systems.

Provide hydraulic cement grout for cast-in-place or grouted systems in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications." Provide a Type III epoxy per DMS-6100, "Epoxies and Adhesives," when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy per DMS-6100, "Epoxies and Adhesives," when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise indicated on the plans.

Provide other anchor systems as required on the plans.

4.7.11. **Placing Concrete in Cold Weather**. Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. Remove and replace concrete as directed at the Contractor's expense if it is determined unsatisfactory due to poor conditions.

Do not place concrete in contact with any material coated with frost or with a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Place concrete when the ambient temperature in the shade is at least 35°F and rising or above 40°F.

Provide and install recording thermometers, maturity meters, or other suitable temperature measuring devices to verify all concrete is effectively protected as follows:

- Maintain the temperature at all surfaces of concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, top slabs of non-direct traffic culverts, and other similar formed concrete at or above 40°F for 72 hr. from the time of placement.
- Maintain the temperature of all other concrete, including the bottom slabs (footings) of culverts, placed on or in the ground above 32°F for 72 hr. from the time of placement.

Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure as specified in Section 420.4.10., "Curing Concrete," during this period until all requirements for curing have been satisfied.

Have all necessary heating and covering material ready for use before permission is granted to begin placement when impending weather conditions indicate the possible need for temperature protection.

4.7.12. **Placing Concrete in Hot Weather**. Keep the concrete at or below the maximum temperature at time of placement as specified in Section 420.4.7.1., "Placing Temperature." Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

4.7.13. **Placing Concrete in Water**. Deposit concrete in water only when shown on the plans or with approval. Make forms or cofferdams tight enough to prevent any water current passing through the space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete with a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface level during placement.

Support the tremie or operate the pump so it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Submerge the lower end of the tremie or pump hose in the concrete at all times. Use continuous placing operations until the work is complete.

Design the concrete mix in accordance with Item 421, "Hydraulic Cement Concrete," with a minimum cement content of 650 lb. per cubic yard for concrete to be placed under water. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

4.7.14. **Mass Placements**. Develop and obtain approval for a heat control plan for monolithic placements designated on the plans as mass concrete to ensure the following during the heat dissipation period:

- the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35°F and
- the temperature at the central core of the placement does not exceed 160°F.

Use the ConcreteWorks© software available from the Department, or another approved method based on the guidelines in ACI 207, "Mass Concrete," to develop the heat control plan. The Department will make available technical assistance on the use of ConcreteWorks©. Develop the heat control plan using historical temperature ranges for the anticipated time of the mass placement. Re-create the plan if the work schedule shifts by more than one month.

The heat control plan may include a combination of the following elements:

- selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
- use of ice or other concrete cooling ingredients;
- use of liquid nitrogen dosing systems;
- controlling rate or time of concrete placement;
- use of insulation or supplemental external heat to control heat loss;
- use of supplementary cementing materials;
- use of a cooling system to control the core temperature; or
- vary the duration formwork remains in place.

Furnish and install 2 pairs of temperature recording devices, maturity meters, or other approved equivalent devices. Install devices to measure the surface temperature no more than 3 in. from the surface. Install devices to measure the core temperature a distance of half the least dimension from the nearest surface near the point of maximum predicted heat. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved based on the submitted heat control plan. Do not use maturity meters to predict strength of mass concrete. Revise the heat control plan as necessary to maintain the temperature limitations shown above.

If the core temperature exceeds 160°F, the mass concrete element will be subject to review and acceptance by the Engineer using forensic analyses to determine its potential reduction in service life or performance. Proceed with subsequent construction on the affected element only when notified regarding acceptance.

Repair any resulting cracking if the temperature differential between the central core of the placement and the nearest concrete surface exceeds 35°F at no expense to the Department and revise the heat control plan as necessary to prevent further occurrences.

4.7.15. **Placing Concrete in Foundation and Substructure**. Do not place concrete in footings until the depth and character of the foundation has been inspected and permission has been given to proceed.

Place concrete footings upon seal concrete after the cofferdams are free from water and the seal concrete is cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

Omit forms when footings can be placed in a dry excavation without the use of cofferdams, if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. Allow for settlement and shrinkage of the column concrete, if placed in the same operation, by placing it to the lower level of the cap or tie beam, and delay placement between 1 and 2 hr. before proceeding with the cap or tie beam placement.

4.7.16. **Placing Concrete in Box Culverts**. Allow between 1 and 2 hr. to elapse where the top slab and walls are placed monolithically in culverts more than 4 ft. in clear height before placing the top slab to allow for settlement and shrinkage in the wall concrete.

Accurately finish the footing slab at the proper time to provide a smooth uniform surface. Finish top slabs that carry direct traffic as specified in Item 422, “Concrete Superstructures.” Give top slabs of fill type culverts a float finish.

4.8. **Extending Existing Substructures**. Verify pertinent dimensions and elevations of the existing structure before ordering any required materials.

4.8.1. **Removal**. Remove portions of the existing structure to the lines and dimensions shown on the plans or as directed. Dispose of these materials as shown on the plans or as directed. Repair any portion of the remaining structure damaged as a result of the construction.

Do not use explosives to remove portions of the existing structure unless approved in writing. Do not use a demolition ball, other swinging weight, or impact equipment unless shown on the plans. Use pneumatic or hydraulic tools for final removal of concrete at the “break” line. Use removal equipment, as approved that will not damage the remaining concrete.

4.8.2. **Reuse of Removed Portions of Structure**. Detach and remove all portions of the old structure that are to be incorporated into the extended structure to the lines and details as specified on the plans or as directed. Move the unit to be reused to the new location specified using approved methods. Place the reinforcement and extension concrete according to the plan details.

4.8.3. **Splicing Reinforcing Steel**. Splice new reinforcing bars to exposed bars in the existing structure using lap splices in accordance with Item 440, “Reinforcement for Concrete,” unless otherwise shown on the plans. The new reinforcing steel does not need to be tied to the existing steel where spacing or elevation does not match that of the existing steel provided the lap length is attained. Weld in accordance with Item 448, “Structural Field Welding,” when welded splices are permitted. Install any required dowels in accordance with Section 420.4.7.10., “Installation of Dowels and Anchor Bolts.”

4.8.4. **Concrete Preparation**. Roughen and clean concrete surfaces that are in contact with new construction before placing forms. Prepare these construction joint surfaces in accordance with Section 420.4.7.7., “Construction Joints.”

4.9. **Treatment and Finishing of Horizontal Surfaces**. Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

Float the surface with a suitable float after the concrete has been struck off.

Slope the tops of caps and piers between bearing areas from the center slightly toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.11.6., "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in accordance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2. The Engineer of Record will design pedestals higher than 12 in.

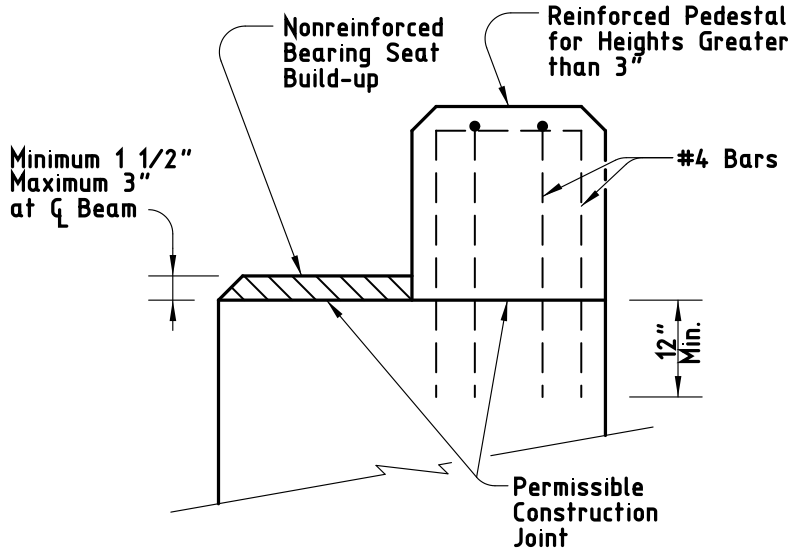


Figure 1
Section through Bearing Seat Buildups

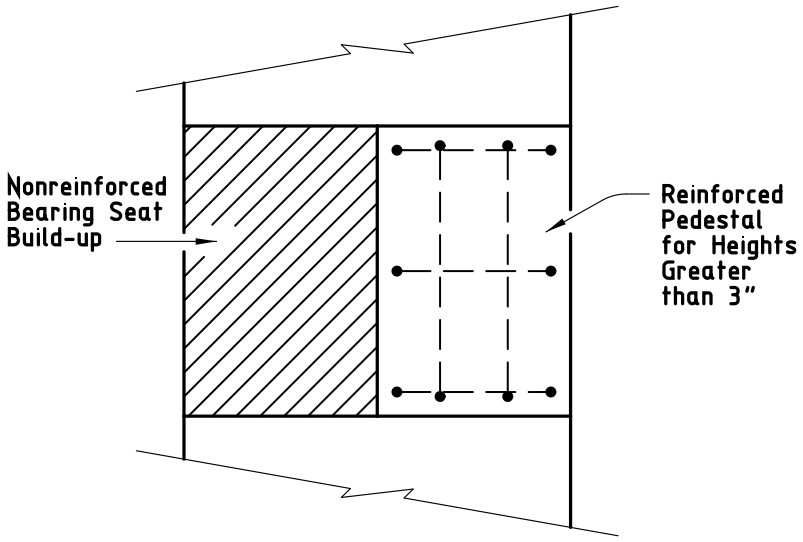


Figure 2
Plan View of Bearing Seat Buildups

4.10. **Curing Concrete**. Obtain approval of the proposed curing methods, equipment, and materials before placing concrete. The Engineer may require the same curing methods for like portions of a single structure. Inadequate curing or facilities may delay all concrete placements on the job until remedial action is taken.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set unless indicated otherwise. Tex-440-A may be used to determine when the concrete has attained its initial set.

Cure all concrete for 4 consecutive days except as allowed for the curing options listed below. Use form or membrane curing for vertical surfaces unless otherwise approved. Use only water curing for horizontal surfaces of HPC or mass concrete. Use water or membrane curing for horizontal or unformed surfaces for all other concrete.

Use one of the following curing options for vertical surfaces, unless indicated otherwise.

- Form cure for 48 hr. after placement.
- Form cure for 12 hr. after placement followed by membrane curing.
- For HPC Concrete, form cure for 48 hr. after placement followed by membrane curing.
- For mass concrete, form cure as required by the heat control plan followed by membrane curing if forms are removed before 4 days.

Apply membrane curing, if used, within 2 hr. of form removal.

Use only water curing in accordance with this Section for the top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, caps with backwalls, risers, etc.).

Cure all other concrete as specified in the pertinent Items. Use the following methods for curing concrete, subject to the requirements of this Item.

4.10.1. **Form Curing**. When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. Use another approved curing method if forms are removed before the 4-day required curing period.

4.10.2. **Water Curing**. Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing in accordance with concrete mixing water in Section 421.2.5., "Water." Do not use seawater or water that stains or leaves an unsightly residue.

4.10.2.1. **Blankets**. Keep the concrete continuously wet by maintaining wet cotton or burlap mats in direct contact with the concrete for the required curing time. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.

4.10.2.2. **Water Spray**. Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.

4.10.2.3. **Ponding**. Cover the surfaces with at least 2 in. of clean granular material, kept wet at all times, or at least 1 in. deep water. Use a dam to retain the water or saturated granular material.

4.10.3. **Membrane Curing**. Choose either Type 1-D or Type 2 membrane-curing compound unless otherwise shown on the plans. Use the same type of curing compound on an individual member.

Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub so they are moist at the time of application of the membrane.

Leave the film unbroken for the minimum curing period specified when membrane is used for complete curing. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

4.11. **Removal of Forms and Falsework**. Remove forms for vertical surfaces after the concrete has aged a minimum of 12 hr. after initial set provided the removal can be done without damage to the concrete unless otherwise directed. Keep forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so metal may be removed without undue chipping or spalling of the concrete, and so it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

4.12. **Defective Work**. Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

4.13. **Ordinary Surface Finish**. Apply an ordinary surface finish to all concrete surfaces. Provide flat or textured surfaces as specified with uniform appearance. Address defects and surface irregularities not consistent with the intent of the expected finish by the following:

- Chip away all loose or broken material to sound concrete where porous, spalled, or honeycombed areas are visible after form removal.
- Repair spalls in accordance with the procedures outlined in the *Concrete Repair Manual* available on the Department's website.
- Clean and fill holes or spalls caused by the removal of form ties, etc., with latex grout, cement grout, or epoxy grout as approved. Fill only the holes. Do not blend the patch with the surrounding concrete. On surfaces to receive a rub finish in accordance with Item 427, "Surface Finishes for Concrete," chip out exposed parts of metals chairs to a depth of 1/2 in. and repair the surface.
- Remove all fins, rust staining, runs, drips, or mortar from surfaces that will be exposed. Smooth all form marks and chamfer edges by grinding or dry-rubbing.
- Ensure all repairs are dense, well-bonded, and properly cured. Finish exposed large repairs to blend with the surrounding concrete where a higher class of finish is not specified.

Apply an ordinary surface finish as the final finish to the following exposed surfaces unless noted otherwise:

- inside and top of inlets,
- inside and top of manholes,
- inside of sewer appurtenances, and
- inside of culvert barrels.

Form marks and chamfer edges do not need to be smoothed for the inside of culvert barrels.

5. MEASUREMENT

This Item will be measured by the cubic yard, square yard, foot, square foot, or by each structure.

5.1. **General**. Concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer.

In determining quantities, no deductions will be made for chamfers less than 2 in. or for embedded portions of steel or prestressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, ducts and voids for prestressed tendons, or embedded portions of light fixtures.

Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be cause for payment adjustment.

Quantities revised by a change in design, measured as specified, will be increased or decreased and included for payment.

5.2. **Plans Quantity**. Structure elements designated in Table 1 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 1
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Footings
Retaining walls	Pile bent caps
Inlets and manholes	Post-tensioned elements

Note—Other elements, including pier and bent concrete, may be paid for as "plans quantity" when shown on the plans.

5.3. **Measured in Place**. Items not paid for as "plans quantity" will be measured in place.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the class of concrete and element identified and by the special designation when appropriate. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; furnishing, placing, and stressing post-tensioning system; placing, finishing, and curing concrete; mass placement controls; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation; and forms and falsework, equipment, labor, tools, and incidentals.

Price will be adjusted in accordance with Article 421.6., "Measurement and Payment" when required to address non-compliance of project acceptance testing.

Design and installation of foundations for falsework is at the Contractor's expense.

In addition to the work described above, for extending structures the unit prices bid for the various classifications of concrete shown are full compensation for removing and disposing of, if necessary, the designated portion of the existing structure; removing, stockpiling if necessary, and replacing headwall units for reuse; cleaning, bending, and cutting of exposed reinforcing steel; splicing of new reinforcing steel to existing reinforcing steel; installation of dowels; and cleaning and preparing existing concrete surfaces.

Item 431
Pneumatically Placed Concrete

1. DESCRIPTION

Furnish and place pneumatically applied concrete for the construction of portions of structures, repairing concrete structures, encasement of structural steel members, lining ditches and tunnels, soil-nail walls, retaining walls, and other work as shown on the plans or as directed.

2. MATERIALS

Provide pre-bagged concrete materials for concrete structure repair and class of concrete shown on the plans for other work unless otherwise shown on the plans.

Submit pre-bagged materials information for approval. Material testing may be required before approval and installation test panels will be required in accordance with Section 431.2.4., "Proportioning and Mixing."

Provide materials in accordance with the pertinent requirements of the following Items with the exceptions noted in Section 431.2.1., "Exceptions to Item 421, 'Hydraulic Cement Concrete,'" Section 431.2.2., "Exceptions to Item 440, 'Reinforcement for Concrete,'" and Section 431.2.3., "Exception to DMS-6310, 'Joint Sealants and Fillers.'"

- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"
- DMS-4655, "Concrete Repair Materials"
- DMS-6310, "Joint Sealants and Fillers"

2.1. **Exceptions to Item 421, "Hydraulic Cement Concrete**." Provide a fine aggregate that meets the requirements of Item 421, "Hydraulic Cement Concrete," Table 6, Grade 1, and a coarse aggregate that meets the requirements of Item 421, "Hydraulic Cement Concrete," Table 4, Grade 7, unless otherwise noted on the plans.

2.2. **Exceptions to Item 440, "Reinforcement for Concrete**." Provide mushroom headed steel anchors or expansion anchor hook bolts with a minimum diameter of 1/8 in. and a minimum length of 2 in. to attach reinforcement for the repair of concrete structures as shown on the plans or as directed. Reinforcing steel may be either welded wire fabric or reinforcing bars unless otherwise shown on the plans.

2.3. **Exception to DMS-6310, "Joint Sealants and Fillers**." Provide a preformed bituminous fiber material unless otherwise noted on the plans.

2.4. **Proportioning and Mixing**. Submit for approval a proposed mix design conforming to the basic mix design requirements provided in Table 1 unless otherwise shown on the plans.

Table 1
Classes of Concrete

Class	Ratio of Cement to Total Aggregate[1]	Minimum 7-Day Compressive Strength (psi)[2]
I	1:4	3,000
II	1:5	2,500

1. More cement may be used when approved.
2. Higher minimum strengths may be specified.

Measure the cement and aggregates by volume and mix with enough water to achieve the desired consistency. Use as little water as possible to achieve sufficient adhesion. Mix concrete sufficiently dry so it will not sag or fall from vertical or inclined surfaces or separate in horizontal work.

Prepare test panels using the same air pressure, nozzle tip, and position to be used for the production work to verify the mix design before approval. Apply a 3-in. layer of concrete to a plywood sheet with minimum dimensions of 18 in. × 18 in. for each test panel. Cure the test panels in the same manner as the proposed work.

Take 3 cores, each 2 in. in diameter, out of each test panel and test in compression at 7 days in accordance with Tex-424-A. The mix design will be approved when the average strength of the 3 cores conforms to the strengths shown in Table 1. Provide additional test panels as directed if there are any changes in materials, equipment, or nozzle operator during the work.

3. CONSTRUCTION

3.1. **Qualification**. Provide experienced personnel able to produce concrete satisfying plan requirements and of uniform quality as required. Provide documentation of nozzle operator's qualification for the process proposed and orientation of the application meeting the minimum requirements when shown on the plans.

Demonstrate nozzle operator's abilities by constructing test panels before commencement of work. Orient test panels to match application direction of placement. Include reinforcing steel in the test panel with similar spacing as in member. Qualification test panels may be used for mix verification in accordance with Section 431.2.4., "Proportioning and Mixing."

3.2. **Surface Preparation**. Grade the area of proposed work accurately to the elevation and dimensions shown on the plans when concrete is to be placed against soil. Compact with sufficient moisture to provide a firm foundation and to prevent absorption of water from the concrete but without free surface moisture.

Remove paint, rust, loose mill scale, grease or oil, and all other foreign materials that may reduce the bond of the concrete to the steel when concrete is used to encase structural steel members.

Remove all deteriorated or loose material by chipping with pneumatic, electric, or hand tools when concrete is placed against concrete or rock. Cut square or slightly undercut shoulders approximately 1 in. deep along the perimeter of repair areas. Sandblast the surface to clean all rust from exposed reinforcing steel and to produce a clean rough-textured surface on the concrete or rock. Wet the surface against which the concrete will be placed for at least 1 hour with potable water. Place the concrete when the surface has dried to a saturated surface-dry (SSD) condition. Achieve SSD conditions by high-pressure water blasting 15 to 30 min. before placing the repair material, soaking a minimum of 12 hr., or by other approved methods. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Provide joints, side forms, headers, and shooting strips for backing or paneling. Use ground or gauging wires where necessary to establish thickness, surface planes, and finish lines.

3.3. **Reinforcement**. Place and secure reinforcement to ensure there is no displacement from impact of applying pneumatically placed concrete. Place reinforcing bars at a spacing not less than 2-1/2 in. Support reinforcing wire fabric or bars using mushroom headed anchors, expansion hook bolts, or grouted rebar capable of resisting a pullout force of 2,500 lb. Space anchors no more than 12 in. center-to-center on overhead

surfaces, 18 in. center-to-center on vertical surfaces, and 36 in. center-to-center on top horizontal surfaces. Use at least 3 anchors in each individual patch area. Do not use explosive force to shoot anchors into concrete. Check the resistance to pullout of the reinforcing anchors when directed. Notify the Engineer before installation of the anchors. Locate anchors so there is no damage to prestressing tendons or conduits embedded in the concrete.

Use reinforcement when performing repair work in all areas where the thickness of the concrete will exceed 1-1/2 in. Use a single layer of either 2 × 2 – W1.2 × W1.2 or 3 × 3 –W1.5 × W1.5 of welded wire fabric, or approved equivalent, unless noted otherwise on the plans. Use a single layer of wire fabric to reinforce each 4 in. thickness of patch or fractional part in areas where the concrete thickness exceeds 4 in. Encase completely each layer of wire fabric in concrete that has taken its initial set before installing the succeeding layer of wire fabric. Place the reinforcing fabric parallel to the finished surface, and support it so it will be at least 3/4 in. out from the surface to be covered. Provide at least 1 in. clearance between the finished concrete surface and all steel items including anchors, reinforcing bars, and wire fabric. Lap adjacent fabric sheets at least 6 in. and tie together securely at a spacing of no more than 18 in. Pre-bend fabric before installing to fit around corners and into re-entrant angles.

Pre-bend the welded wire fabric for encasement of steel members using a template to conform as nearly as possible to the outlines of the members to be encased. Drill holes between 1/2 and 1 in. in diameter in the webs of the members as close as possible to the flanges to allow for attachment of the reinforcing fabric. Space these holes at approximately 3 ft. on center. Use 3/8-in. diameter rods placed through these holes to secure the reinforcing fabric. Hold the reinforcing fabric at least 3/4 in. out from the surface of the steel member. Lap adjacent fabric sheets at least 6 in. and tie together at a spacing of no more than 12 in.

3.4. **Pneumatic Placement of Concrete**. Pneumatically applied concrete can be either dry-mix or wet-mix. The dry-mix process consists of dry-mixed fine aggregate and hydraulic cement to which water is added immediately before its pneumatic expulsion from a nozzle. The wet-mix process consists of mechanically premixed concrete pneumatically applied through a nozzle.

3.4.1. **General**. Place the concrete when the ambient temperature is above 35°F and rising and material temperature is between 50°F and 90°F for wet-mix and below 100°F for dry-mix. Do not place concrete against a surface containing frost, ice, or standing water. Protect concrete from freezing or quick drying after placement. Apply the concrete using pneumatic equipment that sprays the mix onto the prepared surface at a velocity less than 100 ft. per second for construction of portions of structures, repairing concrete structures, or encasement of structural steel members. Minimize rebound and produce a compacted dense homogenous mass. Do not apply concrete if high winds will prevent proper application or if rain could wash out the concrete.

Hold the nozzle approximately 2 to 4 ft. from the surface and position it so the concrete impinges nearly at right angles to the surface being covered. Use shooting strips to ensure straight lines, square corners, and a plane surface of concrete. Place to keep the trapping of rebound to a minimum. Slope the concrete off to a thin edge at the end of each day's work or at similar stopping periods requiring construction joint. Thoroughly clean and wet previously placed concrete before placing an adjacent or additional section. Apply a sufficient number of coats to obtain the required thickness. Place coats on vertical and overhead surfaces in layers of such thickness to prevent sloughing, sagging, tearing, or debonding. Provide a sufficient interval between successive layers in sloping, vertical, or overhead work to allow initial but not final set. Clean the surface to remove the thin film of laitance to provide for a bond with succeeding applications. Remove rebound and accumulated loose sand from the surface to be covered before placing of the original or succeeding layers of concrete. Correct any sags or other defects to the proper section as directed.

Place concrete to completely encase reinforcing steel. Encase reinforcing steel by shooting with sufficient velocity and plasticity that material flows around and behind reinforcement.

Apply the concrete using either the wet-mix or dry-mix process unless otherwise noted on the plans. Mix the materials thoroughly and uniformly using a paddle or drum type mixer designed for pneumatic application. Wet-mix process applications can use transit-mix concrete. Do not use the wet-mix process for repair of damaged concrete.

Clean mixing and placing equipment at regular intervals. Inspect the nozzle liner and water and air injection system daily; replace worn parts as necessary.

Do not reuse rebound or overspray concrete.

3.4.2. **Dry-Mix Process**. Use a compressor or blower capable of delivering a sufficient volume of oil-free air at the pressure shown in Table 2. Maintain steady pressure throughout the placing process.

Use a water pump with the size and capacity to deliver water to the nozzle with a pressure at least 15 psi more than the required air pressure.

The values shown in Table 2 are based on a hose length of 150 ft. with the nozzle less than 25 ft. above the delivery equipment. Increase operating pressure approximately 5 psi for each additional 50 ft. of hose and approximately 5 psi for each 25 ft. the nozzle is raised.

Table 2
Compressor Capacities

Compressor Capacity, CFM	Hose Diameter, in.	Maximum Size of Nozzle Tip, in.	Operating Air Pressure Available, psi
250	1	3/4	40
315	1-1/4	1	45
365	1-1/2	1-1/4	55
500	1-5/8	1-1/2	65
600	1-3/4	1-5/8	75
750	2	1-3/4	85

3.4.3. **Wet-Mix Process**. Operate the pump at a line pressure between 100 psi and 300 psi. Use delivery hoses between 1-1/2 in. and 3 in. in diameter. Use mixing equipment capable of thoroughly mixing the materials in sufficient quantity to maintain continuous placement.

3.5. **Construction Joints**. Use a square butt joint where the joint is subject to compressive stress or is over existing construction joints unless noted otherwise on the plans. Use tapered or square butt joints at other locations. Square the outside 1 in. of tapered joints perpendicular to the surface.

3.6. **Finish**. Use a sharp trowel to cut off all high spots after the concrete has been placed to the desired thickness or screed to a true plane as determined by shooting strips or by the original concrete surface. Lightly apply cutting screeds, where used, to all surfaces so as not to disturb the concrete for an appreciable depth. Work in an upward direction when concrete is applied on vertical surfaces. Give the finished concrete a final flash coat of about 1/8 in. unless directed otherwise. Obtain a uniform appearance on all exposed surfaces unless otherwise shown on the plans.

3.7. **Curing**. Cure encasements with water for 4 days. Cure repairs and structural construction using either a piece of wet burlap taped over the repaired area with a covering of 4-mil minimum plastic sheet also taped in place or membrane curing as approved. Overlap the burlap with the plastic sheet and continuously tape the edges with a tape at least 3 in. wide (air duct tape or better) to completely enclose the mat and hold in moisture. Cure in this manner for 4 days. Curing is not required for soil-nail walls unless walls are the final exposed surfaces, which in this case, cure at least 4 days in accordance with Item 420, “Concrete Substructures.” Apply membrane curing in accordance with Section 420.2.7., “Curing Materials,” for tunnel and ditch linings and vertical or overhead patches as approved.

3.8. **Repair of Defects**. Repair or replace debonded areas as directed.

4. MEASUREMENT

Measurement of pneumatically placed concrete for encasement of structural members will be by the square foot of the actual contact area.

Measurement of pneumatically placed concrete for repair of concrete structures will be by the cubic foot in place using the surface area times the average depth of the patch. When pneumatically placed concrete for repair of concrete structures is allowed or specified for Item 429, “Concrete Structure Repair,” measurement and payment is in accordance with Article 429.5., “Payment.”

5. PAYMENT

When pneumatically placed concrete is specified as a bid item, the work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Pneumatically Placed Concrete (Encasement)” or for “Pneumatically Placed Concrete (Repair).” This price is full compensation for cement, aggregate, water, and reinforcement; furnishing and installing steel anchors; removal of deteriorated or unsound concrete; mixing, placing, and curing pneumatically placed concrete; and equipment, labor, tools, and incidentals. Pneumatically placed concrete used for work other than encasement or repair will not be paid for directly but will be considered subsidiary to pertinent Items.

Item 432
Riprap

1. DESCRIPTION

Furnish and place concrete, stone, cement-stabilized, or special riprap.

2. MATERIALS

Furnish materials in accordance with the following Items.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 431, "Pneumatically Placed Concrete,"
- Item 440, "Reinforcement for Concrete," and
- DMS-6200, "Filter Fabric."

2.1. **Concrete Riprap**. Use Class B Concrete unless otherwise shown on the plans.

2.2. **Pneumatically Placed Concrete Riprap**. Use Class II concrete that meets Item 431, "Pneumatically Placed Concrete," unless otherwise shown on the plans.

2.3. **Stone Riprap**. Use durable natural stone with a bulk specific gravity of at least 2.50 as determined by Tex-403-A unless otherwise shown on the plans. Provide stone that, when tested in accordance with Tex-411-A, has weight loss of no more than 18% after 5 cycles of magnesium sulfate solution.

Perform a size verification test on the first 5,000 sq. yd. of finished riprap stone for all types of stone riprap at a location determined by the Engineer. Test the riprap stone in accordance with ASTM D5519. Additional tests may be required. Do not place additional riprap until the initial 5,000 sq. yd. of riprap has been approved.

Provide grout or mortar in accordance with Item 421, "Hydraulic Cement Concrete," when specified. Provide grout with a consistency that will flow into and fill all voids.

Provide filter fabric in accordance with DMS-6200, "Filter Fabric." Provide Type 2 filter fabric for protection stone riprap unless otherwise shown on the plans. Provide Type 2 filter fabric for Type R, F, or Common stone riprap when shown on the plans.

2.3.1. **Type R**. Use stones between 50 and 250 lb. with at least 50% of the stones heavier than 100 lb.

2.3.2. **Type F**. Use stones between 50 and 250 lb. with at least 40% of the stones heavier than 100 lb. Use stones with at least 1 broad flat surface.

2.3.3. **Common**. Use stones between 50 and 250 lb. Use stones that are at least 3 in. in their least dimension. Use stones that are at least twice as wide as they are thick. When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken concrete.

2.3.4. **Protection**. Use boulders or quarried rock that meets the gradation requirements of Table 1. Both the width and the thickness of each piece of riprap must be at least 1/3 of the length. When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken

concrete. Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with ASTM D5519.

Table 1
In-Place Protection Riprap Gradation Requirements

Size	Maximum Size (lb.)	90% Size[1] (lb.)	50% Size[2] (lb.)	8% Size[3] Minimum (lb.)
12 in.	200	80–180	30–75	3
15 in.	320	170–300	60–165	20
18 in.	530	290–475	105–220	22
21 in.	800	460–720	175–300	25
24 in.	1,000	550–850	200–325	30
30 in.	2,600	1,150–2,250	400–900	40

1. Defined as that size such that 10% of the total riprap stone, by weight, is larger and 90% is smaller.
2. Defined as that size such that 50% of the total riprap stone, by weight, is larger and 50% is smaller.
3. Defined as that size such that 92% of the total riprap stone, by weight, is larger and 8% is smaller.

The Engineer may require in-place verification of the stone size. Determine the in-place size of the riprap stone by taking linear transects along the riprap and measuring the intermediate axis of the stone at select intervals. Place a tape measure along the riprap and determine the intermediate axis size of the stone at 2 ft. intervals. Measure a minimum of 100 stones, either in a single transect or in multiple transects, then follow ASTM D5519 Test Procedure Part B to determine the gradation. Table 2 is a guide for comparing the stone size in inches to the stone weight shown in Table 1.

Table 2
Protection Riprap Stone Size[1]

Size	Dmax (in.)	D90 (in.)	D50 (in.)	D8 (in.)
12 in.	13.76	10.14–13.29	7.31–9.92	3.39
15 in.	16.10	13.04–15.75	9.21–12.91	6.39
18 in.	19.04	15.58–18.36	11.10–14.21	6.59
21 in.	21.85	18.17–21.09	13.16–15.75	6.88
24 in.	23.53	19.28–22.29	13.76–16.18	7.31
30 in.	32.36	24.65–30.84	17.34–22.72	8.05

1. Based on a Specific Gravity of 2.5 and using the following equation for the intermediate axis diameter $D = \{(12*W)/(Gs*62.4*0.85)\}^{1/3}$

   where:
   D = intermediate axis diameter in in.;
   W = weight of stone in lbs.;
   Gs = Specific Gravity of stone.
   Note—If the Specific Gravity of the stone is different than 2.5, then the above equation can be used to determine the appropriate size using the actual Specific Gravity.

If required, provide bedding stone that, in-place, meets the gradation requirements shown in Table 3 or as otherwise shown on the plans. Determine the size distribution in Table 3 in accordance with ASTM D6913.

Table 3
Protection Riprap Bedding Material Gradation Requirements

Sieve Size (Sq. Mesh)	% by Weight Passing
3"	100
1-1/2"	50–80
3/4"	20–60
#4	0–15
#10	0–5

2.4. **Cement-Stabilized Riprap**. Provide aggregate that meets Item 247, “Flexible Base,” for the type and grade shown on the plans. Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate.

2.5. **Special Riprap**. Furnish materials for special riprap according to the plans.

3. CONSTRUCTION

Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap. Place riprap and toe walls according to details and dimensions shown on the plans or as directed.

3.1. **Concrete Riprap**. Reinforce concrete riprap with 6 × 6 – W2.9 × W2.9 welded wire fabric or with No. 3 or No. 4 reinforcing bars spaced at a maximum of 18 in. in each direction unless otherwise shown. Alternative styles of welded wire fabric that provide at least 0.058 sq. in. of steel per foot in both directions may be used if approved. A combination of welded wire fabric and reinforcing bars may be provided when both are permitted. Provide a minimum 6-in. lap at all splices. Provide horizontal cover of at least 1 in. and no more than 3 in. at the edge of the riprap. Place the first parallel bar no more than 6 in. from the edge of concrete. Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab. Adjust reinforcement during concrete placement to maintain correct position.

Sprinkle or sprinkle and consolidate the subgrade before the concrete is placed as directed. All surfaces must be moist when concrete is placed.

Compact and shape the concrete once it has been placed to conform to the dimensions shown on the plans. Finish the surface with a wood float after it has set sufficiently to avoid slumping to secure a smooth surface or broom finish as approved.

Cure the riprap immediately after the finishing operation according to Item 420, “Concrete Substructures.”

3.2. **Stone Riprap**. Provide the following types of stone riprap when shown on the plans:

- **Dry Riprap**. Stone riprap with voids filled with only spalls or small stones.
- **Grouted Riprap**. Type R, F, or Common stone riprap with voids grouted after all the stones are in place.
- **Mortared Riprap**. Type F stone riprap laid and mortared as each stone is placed.

Use spalls and small stones lighter than 25 lb. to fill open joints and voids in stone riprap, and place to a tight fit.

Place mortar or grout only when the air temperature is above 35°F. Protect work from rapid drying for at least 3 days after placement.

Place filter fabric with the length running up and down the slope unless otherwise approved. Ensure fabric has a minimum overlap of 2 ft. Secure fabric with nails or pins. Use nails at least 2 in. long with washers or U-shaped pins with legs at least 9 in. long. Space nails or pins at a maximum of 10 ft. in each direction and 5 ft. along the seams. Alternative anchorage and spacing may be used when approved.

3.2.1. **Type R**. Construct riprap as shown in Figure 1 on the *Stone Riprap Standard* and as shown on the plans. Place stones in a single layer with close joints so most of their weight is carried by the earth and not the adjacent stones. Place the upright axis of the stones at an angle of approximately 90° to the embankment slope. Place each course from the bottom of the embankment upward with the larger stones in the lower courses.

Fill open joints between stones with spalls. Place stones to create a uniform finished top surface. Do not exceed a 6-in. variation between the tops of adjacent stones. Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require Type R stone riprap to be grouted. Wet the stones thoroughly after they are in place, fill the spaces between the stones with grout, and pack. Sweep the surface of the riprap with a stiff broom after grouting.

3.2.2. **Type F**.

3.2.2.1. **Dry Placement**. Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Set the flat surface on a prepared horizontal earth bed, and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact. Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required. Place stone to drain water down the face of the slope.

3.2.2.2. **Grouting**. Construct riprap as shown in Figure 3 on the *Stone Riprap Standard*. Size, shape, and lay large flat-surfaced stones to produce an even surface with minimal voids. Place stones with the flat surface facing upward parallel to the slope. Place the largest stones near the base of the slope. Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required. Place the stones to create a plane surface with a variation no more than 6 in. in 10 ft. from true plane. Provide the same degree of accuracy for warped and curved surfaces. Prevent earth, sand, or foreign material from filling the spaces between the stones. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

3.2.2.3. **Mortaring**. Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Lap courses as described for dry placement. Wet the stones thoroughly before placing mortar. Bed the larger stones in fresh mortar as they are being place and shove adjacent stones into contact with one another. Spread excess mortar forced out during placement of the stones uniformly over them to fill all voids completely. Point up all joints roughly either with flush joints or shallow, smooth-raked joints as directed.

3.2.3. **Common**. Construct riprap as shown in Figure 4 on the *Stone Riprap Standard*. Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap. Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require grouting common stone riprap. Wet the stones thoroughly after they are in place; fill the spaces between them with grout; and pack. Sweep the surface with a stiff broom after grouting.

3.2.4. **Protection**. Construct riprap as shown in Figure 5 on the *Stone Riprap Standard*. Place riprap stone on the slopes within the limits shown on the plans. Place stone for riprap on the filter fabric to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids. Construct the riprap to the lines and grades shown on the plans or staked in the field. A tolerance of +6 in. and −0 in. from the slope line and grades shown on the plans is allowed in the finished surface of the riprap. Place riprap to its full thickness in a single operation. Avoid displacing the filter fabric. Ensure the entire mass of stones in their final position is free from objectionable pockets of small stones and clusters of larger stones. Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes. Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source or by other methods of placement that will produce the specified results. Rearrange individual stones by mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes. Use the bedding thickness shown and place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids if required on the plans.

3.3. **Pneumatically Placed Concrete Riprap, Class II**. Meet Item 431, “Pneumatically Placed Concrete.” Provide reinforcement following the details on the plans and Item 440, “Reinforcement for Concrete.” Support reinforcement with approved supports throughout placement of concrete.

Give the surface a wood-float finish or a gun finish as directed. Cure the riprap with membrane-curing compound immediately after the finishing operation in accordance with Item 420, “Concrete Substructures.”

3.4. **Cement-Stabilized Riprap**. Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required. The Engineer will approve the design and mixing of the cement-stabilized riprap.

3.5. **Special Riprap**. Construct special riprap according to the plans.

4. MEASUREMENT

This Item will be measured by the cubic yard of material complete in place. Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans.

If required on the plans, the pay quantity of the bedding material for stone riprap for protection to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Riprap" of the type, thickness, and void-filling technique (Dry, Grout, Mortar) specified, as applicable. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals.

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap.

When bedding is required for protection stone riprap, payment will be made at the unit price for "Bedding Material" of the thickness specified. This price is full compensation for furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Item 460
Corrugated Metal Pipe

1. DESCRIPTION

Furnish and install corrugated metal pipes, materials for constructing corrugated metal pipe culverts, or corrugated metal storm drain mains, laterals, stubs, and inlet leads.

2. MATERIALS

2.1. **Fabrication**. Furnish corrugated metal pipe in accordance with Table 1.

Table 1
Specifications for Corrugated Metal Pipe

Pipe Type	AASHTO Specification
Galvanized steel and aluminized steel	M 36
Aluminized Type 2	M 36
Polymer Coated	M 36 & M 245
Asphalt Coated	M 36
Aluminum	M 196

The pipe type and corresponding AASHTO designations are shown in Table 2.

Table 2
Corrugated Metal Pipe Types

Pipe Type	AASHTO Classification
Circular	Type I
Circular, smooth-lined	Type IA
Circular, spiral rib	Type IR
Arch	Type II
Arch, smooth-lined	Type IIA
Arch, spiral rib	Type IIR

Provide corrugated metal pipe of all types with annular corrugations, helical corrugations, or spiral ribs (corrugations) projecting outward. Provide pipe with helical end corrugations only when necessary to join new pipe to existing pipe with helical end corrugations.

Provide a minimum polymer coating thickness of 10 mils on each side for pre-coated galvanized steel pipe. Galvanized metal sheets and coils used for galvanized corrugated metal pipe may be sampled and tested in accordance with Tex-708-I.

Repair damaged galvanized coating in accordance with Section 445.3.5., “Repairs.” Repair damaged aluminized or polymer coating in accordance with AASHTO M 36 and M 245 respectively.

2.2. **Protective Coating**. Furnish bituminous coating, when required, that meets AASHTO M 190 and that tightly adheres to the metal, does not chip off in handling, and protects the pipe from deterioration as evidenced by samples prepared from the coating material successfully meeting the Shock Test and Flow Test in accordance with Tex-522-C.

Coat the pipe uniformly inside and out to a minimum thickness of 0.05 in. measured on the crests of the corrugations. Coat the pipe with additional material applied to the full inner circumference to form a smooth inside lining with a minimum thickness of 1/8 in. above the crest of the corrugations when smooth lining is specified.

2.3. **Design**. The diameter, permissible corrugations, and required gauges for full-circle pipe will be shown. The design size and permissible corrugations for pipe arch will be shown. The required gauges of the shell and the liner for smooth lined pipe will also be shown. Furnish the shape and minimum gauge for steel pipe arch in accordance with Tables 3, 4, 5, or 6 for the specified design size and corrugation. Use Table 7 or 8 for aluminum pipe arch. Refer to U.S. Standard Gauge for uncoated sheets where reference is made to gauge of metal.

Measure dimensions from the inside crests of the corrugations. A tolerance of ±1 in. or 2% of the equivalent circular diameter, whichever is greater, is allowed for span and rise.

Table 3
Steel Pipe Arch
2-2/3 × 1/2-in. Corrugations

Design Size	Span (in.)	Rise (in.)	Min Cover (in.)	Min Gauge Required	Coated Thickness (in.)	Equivalent Diameter Full-Circle Pipe (in.)
1	17	13	12	16	0.064	15
2	21	15	12	16	0.064	18
2A	23	19	12	16	0.064	21
3	28	20	12	16	0.064	24
4	35	24	12	16	0.064	30
5	42	29	12	14	0.079	36
6	49	33	12	14	0.079	42
7	57	38	12	12	0.109	48
8	64	43	12	12	0.109	54
9	71	47	12	10	0.138	60

Table 4
Steel Pipe Arch
3 × 1-in. Corrugations

Design Size	Span (in.)	Rise (in.)	Min Cover (in.)	Min Gauge Required	Coated Thickness (in.)	Equivalent Diameter Full-Circle Pipe (in.)
7	53	41	12	14	0.079	48
8	60	46	12	14	0.079	54
9	66	51	12	14	0.079	60
10	73	55	12	14	0.079	66
11	81	59	12	14	0.079	72
12	87	63	12	14	0.079	78
13	95	67	12	12	0.109	84
14	103	71	18	12	0.109	90
15	112	75	18	12	0.109	96
16	117	79	18	12	0.109	102
17	128	83	24	10	0.138	108
18	137	87	24	10	0.138	114
19	142	91	24	10	0.138	120

Table 5
Steel Pipe Arch
5 × 1-in. Corrugations

Design Size	Span (in.)	Rise (in.)	Min Cover (in.)	Min Gauge Required	Coated Thickness (in.)	Equivalent Diameter Full-Circle Pipe (in.)
11	81	59	12	12	0.109	72
12	87	63	12	12	0.109	78
13	95	67	12	12	0.109	84
14	103	71	18	12	0.109	90
15	112	75	18	12	0.109	96
16	117	79	18	12	0.109	102
17	128	83	24	10	0.138	108
18	137	87	24	10	0.138	114
19	142	91	24	10	0.138	120

Table 6
Steel Pipe Arch, Spiral Rib
7-1/2 × 3/4 × 3/4-in. Corrugations

Design Size	Span (in.)	Rise (in.)	Min Cover (in.)	Min Gauge Required	Coated Thickness (in.)	Equivalent Diameter Full-Circle Pipe (in.)
2	20	16	12	16	0.064	18
2A	23	19	12	16	0.064	21
3	27	21	12	16	0.064	24
4	33	26	12	16	0.064	30
5	40	31	12	14	0.064	36
6	46	36	12	12	0.064	42
7	53	41	12	12	0.079	48
8	60	46	12	12	0.079	54
9	66	51	15	12	0.079	60

Table 7
Aluminum Pipe Arch
2-2/3 × 1/2-in. Corrugations

Design Size	Span (in.)	Rise (in.)	Min Cover (in.)	Min Gauge Required	Coated Thickness (in.)	Equivalent Diameter Full-Circle Pipe (in.)
1	17	13	12	16	0.060	15
2	21	15	12	16	0.060	18
2A	23	19	12	16	0.060	21
3	28	20	12	14	0.075	24
4	35	24	12	14	0.075	30
5	42	29	18	12	0.105	36
6	49	33	18	12	0.105	42
7	57	38	18	10	0.135	48
8	64	43	18	10	0.135	54
9	71	47	18	8	0.164	60

Table 8
Aluminum Pipe Arch, Spiral Rib
7-1/2 × 3/4 × 3/4-in. Corrugations

Design Size	Span (in.)	Rise (in.)	Min Cover (in.)	Min Gauge Required	Coated Thickness (in.)	Equivalent Diameter Full-Circle Pipe (in.)
2	20	16	12	16	0.064	18
2A	23	19	12	16	0.064	21
3	27	21	15	16	0.064	24
4	33	26	18	16	0.064	30
5	40	31	18	14	0.075	36
6	46	36	18	12	0.105	42
7	53	41	21	12	0.105	48
8	60	46	18	10	0.135	54
9	66	51	21	10	0.135	60

2.4. **Coupling Bands**. Furnish coupling bands and other hardware for galvanized or aluminized steel pipe in accordance with AASHTO M 36 for steel pipe and AASHTO M 196 for aluminum pipe. Use coupling bands that are no more than 3 nominal sheet thicknesses lighter than the thickness of the pipe to be connected or no lighter than 0.052 in. for steel or 0.048 in. for aluminum. Provide coupling bands made of the same base metal and coating as the pipe.

3. CONSTRUCTION

3.1. **Designation of Type**. The types of pipes will be indicated on the plans by the following descriptions:

- Pipe type: Corrugated metal pipe (CMP), corrugated metal pipe arch (CMP ARCH), spiral rib corrugated metal pipe (SRCMP), or spiral rib corrugated metal pipe arch (SRCMP ARCH);
- Type of material: Galvanized steel, aluminum-coated (Type 2), or aluminum;
- Pipe coating: Bituminous coated or polymer coated;
- Special requirements: Paved invert or smooth lining; and
- Pipe size: Diameter or design number.

Furnish any of the material types specified above when pipe is designated as “Corrugated Metal Pipe” without a type of material or pipe coating designation.

3.2. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, “Excavation and Backfill for Structures,” except where jacking, boring, or tunneling methods are shown on the plans or permitted. Jack, bore, or tunnel in accordance with Item 476, “Jacking, Boring, or Tunneling Pipe or Box.”

Provide uniform backfill material and uniformly compacted density throughout the length of the structure so equal pressure is provided. Allow no heavy earth-moving equipment over the structure until a minimum of 4 ft. of compacted fill (permanent or temporary) has been placed over the top of the structure unless otherwise shown on the plans or permitted in writing. Inspect the inside periphery of the structure for local or unequal deformation caused by improper construction methods before adding each new layer of loose backfill material. Continue inspections until a minimum of 24 in. of cover is obtained. Evidence of such deformation will be reason for corrective measures as directed. Remove and replace pipe damaged by the Contractor at no additional cost to the Department.

3.3. **Laying Pipe**. Lay pipes on the bedding from the outlet end and join the separate sections firmly together with outside laps of annular joints pointing upstream and longitudinal laps on the sides unless otherwise authorized. Coat any metal in joints not protected by galvanizing or aluminizing with a suitable asphalt paint. Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench. Remove and re-lay, without extra compensation, pipe that is not in alignment or shows excessive settlement after laying.

Lay multiple installations of corrugated metal pipe and pipe arches with the centerlines of individual barrels parallel. Maintain the clear distances between outer surfaces of adjacent pipes given in Table 9 unless otherwise indicated on the plans.

Table 9
Required Pipe Clear Distances

Diameter Full-Circle Pipe (in.)	Pipe Arch Design Size	Clear Distance Between Pipes (Full-Circle Pipe and Pipe Arch)
18	2	1 ft. 2 in.
21	2A	1 ft. 3 in
24	3	1 ft. 5 in.
30	4	1 ft. 8 in.
36	5	1 ft. 11 in.
42	6	2 ft. 2 in.
48	7	2 ft. 5 in.
54	8	2 ft. 10 in.
60 to 84	9	3 ft. 2 in.
90 to 120	10 and over	3 ft. 5 in.

3.4. **Jointing**. Provide field joints that maintain pipe alignment during construction and prevent infiltration of side material during the life of the installation. Provide one of the following jointing systems unless otherwise shown on the plans.

3.4.1. **Coupling Bands**. Use coupling bands with annular corrugations only with pipe with annular corrugations or with helical pipe or spiral rib pipe in which the ends have been rerolled to form annular corrugations. Provide bands with corrugations that have the same dimensions as the corrugations in the pipe end or are designed to engage the first or second corrugation from the end of each pipe. The band may also include a U-shaped channel to accommodate upturned flanges on the pipe.

Field-join pipe with helically corrugated bands or bands with projections (dimples) when helical end corrugations are allowed.

Coupling bands with projections may be used with pipe that has annular or helical end corrugations or spiral ribs. Provide bands formed with the projections in annular rows with 1 projection for each corrugation of helical pipe or spiral rib pipe. Provide 2 annular rows for bands 10-1/2 in. or 12 in. wide and 4 annular rows of projections for bands 16-1/2 in. or 22 in. wide.

Use a coupling band width that conforms to Table 10. Connect the bands using suitable galvanized devices in accordance with AASHTO M 36. Lap coupling bands equally on each of the pipes to form a tightly closed joint after installation. Provide at least the minimum coupling band width recommended by the manufacturer for corrugations not shown in Table 10.

Table 10
Coupling Band Width Requirements

Nominal Corrugation Size[1] (in.)	Nominal Pipe Inside Diameter[2] (in.)	Minimum Coupling Band Width (in.)		
		Annular Corrugated Bands	Helically Corrugated Bands	Bands with Projections
2-2/3 by 1/2	12 to 36	7	12	10-1/2
	42 to 72	10-1/2	12	10-1/2
	78 to 84[3]	10-1/2	12	16-1/4
3 by 1	36 to 72	12	14	10-1/2
	78 to 120	12	14	16-1/4
5 by 1	36 to 72	20	22	12
	78 to 120	20	22	22
7-1/2 by 3/4 by 3/4	18 to 60	10-1/2	12	10-1/2
	66 to 102	10-1/2	12	16-1/4

1. For helically corrugated pipe or spiral rib pipe with rerolled ends, the nominal size refers to the dimensions of the end corrugations in the pipe.
2. Equivalent circular diameter for Type II pipe.
3. Diameter through 120 in. for annular corrugated bands used on rerolled ends of helically corrugated pipe or spiral rib pipe.

The minimum diameter of bolts for coupling bands is 3/8 in. for pipe diameters 18 in. and less and 1/2 in. for pipe diameters 21 in. and greater. Provide at least 2 bolts for bands 12 in. wide or less. Provide at least 3 bolts for bands wider than 12 in.

Provide galvanized hardware in accordance with Item 445, “Galvanizing.”

3.4.2. **Bell and Spigot**. Attach the bell to one end of the corrugated metal pipe at the manufacturing plant before shipment. Provide a bell with a minimum 6-in. stab depth. Install the gasket on the spigot end and apply lubricant in accordance with the manufacturer’s recommendations. Provide gaskets that meet ASTM F477 with Type A Shore durometer hardness of 45 ±5. Do not use thermoplastic elastomer as the basic polymer. Push the spigot end of the pipe into the bell end of the previously laid pipe during laying of the pipe.

3.4.3. **Pipe Connections and Stub Ends**. Make connections of pipe to existing pipe or appurtenances as shown on the plans or as directed. Mortar or concrete the bottom of the existing structure, if necessary, to eliminate any drainage pockets created by the new connection.

Insulate portions of aluminum pipe that are to be in contact with metal other than aluminum by a coating of bituminous material meeting the requirements of Section 460.2.2., “Protective Coating.” Extend the coating a minimum of 1 ft. beyond the area of contact.

Restore any damage that results from making the connection when connecting pipe into existing structures that will remain in service. Seal stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe.

4. MEASUREMENT

This Item will be measured by the foot. Pipe will be measured between the ends of the barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, “Safety End Treatment.” Pipe that is required to be jacked, bored, or tunneled will be measured in accordance with Item 476, “Jacking, Boring, or Tunneling Pipe or Box.” Where spurs, branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., “Plans Quantity Measurement.” Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Corrugated Metal Pipe,” “Corrugated Metal Pipe Arch,” “Spiral Rib Corrugated Metal Pipe,” or “Spiral Rib Corrugated Metal Pipe Arch” of the type, size, and coating specified. This price is full compensation for furnishing, hauling, placing, and joining of pipes; jointing materials; all connections to new or existing structures; breaking back, removing, and disposing of portions of the existing structure; replacing portions of the existing structure; cutting pipe ends on skew or slope; and equipment, labor, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, “Trench Excavation Protection,” or Item 403, “Temporary Special Shoring.” Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, “Excavation and Backfill for Structures.” When jacking, boring, or tunneling is used at the Contractor’s option, payment will be made under this Item. When jacking, boring, or tunneling is required, payment will be made under Item 476, “Jacking, Boring, or Tunneling Pipe or Box.”

Item 462
Concrete Box Culverts and Drains

1. DESCRIPTION

Furnish, construct, and install concrete box culverts and drains.

2. MATERIALS

2.1. **General**. Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 464, "Reinforced Concrete Pipe."

Provide cast-in-place or precast, formed or machine-made, box culverts, and drains. Use Class S concrete for top slabs of cast-in-place concrete culverts for culverts with overlay, a 1- to 2-course surface treatment or a top slab that is the final riding surface unless otherwise shown on the plans. Use Class C concrete for the rest of the culvert and for all other cast-in-place boxes. Culverts with fill do not require Class S concrete.

Furnish material for machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Fabrication**.

2.2.1. **Cast-in-Place**. Meet Item 420, "Concrete Substructures" and Item 422, "Concrete Superstructures."

2.2.2. **Formed Precast**. Meet Item 424, "Precast Concrete Structural Members (Fabrication)."

2.2.3. **Machine-Made Precast**. Machine-made precast box culvert fabrication plants must be approved in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification." The Department's MPL shows approved machine-made precast box culvert plants. Fabricate machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3. **Testing**.

2.3.1. **Cast-in-Place**. Provide test specimens that meet Item 421, "Hydraulic Cement Concrete."

2.3.2. **Formed Precast**. Make, cure, and test compressive test specimens in accordance with Tex-704-I.

2.3.3. **Machine-Made Precast**. Make, cure, and test compressive test specimens in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3.4. **Testing Equipment**. The producer must furnish all equipment required for testing concrete for boxes produced in a precasting plant.

2.4. **Lifting Holes**. Provide no more than 4 lifting holes in each section for precast boxes. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate

lifting devices based on the size and weight of the box section. Use lifting holes no larger than 3 in. in diameter. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes.

2.5. **Marking**. Mark precast boxes with the following:

- name or trademark of fabricator and plant location;
- ASTM designation;
- date of manufacture;
- box size;
- minimum and maximum fill heights;
- designated fabricator's approval stamp;
- boxes to be used for jacking and boring (when applicable);
- designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable); and
- match-marks for proper installation, when required under Section 462.2.6., "Tolerances."

Mark 1 end of each box section, for boxes without lifting holes, on the inside and outside walls to indicate the top or bottom as it will be installed.

Indent markings into the box section or paint them on each box with waterproof paint.

2.6. **Tolerances**. Ensure precast sections meet the permissible variations listed in ASTM C1577 and that the sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners.

Ensure wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or jobsite and the joint opening at any point does not exceed 1 in. Use match-marks for proper installation on sections that have been accepted in this manner.

2.6.1. **Boxes for Jacking Operations**. Use boxes for jacking operations as defined in Item 476, "Jacking, Boring, or Tunneling Pipe or Box," meeting the following additional requirements:

- The box ends must be square such that no point deviates more than 3/8 in. from a plane placed on the end of the box that is perpendicular to the box sides, and
- The slab and wall thicknesses must not be less than specified on the plans and must not exceed the specified thickness by more than 1/2 in.

2.7. **Defects and Repair**. Fine cracks on the surface of the member that do not extend to the plane of the nearest reinforcement are acceptable unless the cracks are numerous and extensive. Repair cracks that extend into the plane of the reinforcing steel in an approved manner. Excessive damage, honeycomb, or cracking will be subject to structural review. The Engineer may accept boxes with repairs that are sound, properly finished, and cured in conformance with pertinent specifications. Discontinue further production of precast sections when fine cracks on the surface indicate poor curing practices until corrections are made and proper curing is provided.

Repair machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.8. **Storage and Shipment**. Store precast sections on a level surface. Do not place any load on the sections until design strength is reached and curing is complete. Shipment of sections is permissible when the design strength and curing requirements have been met.

Store and ship machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

3. CONSTRUCTION

3.1. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are shown on the plans or permitted. Jack, bore, or tunnel in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted for all box structures where joints consist of materials other than mortar. Take precautions in placing and compacting the backfill to avoid any movement of the boxes or damage to the joints. Remove and replace boxes damaged by the Contractor at no expense to the Department.

3.2. **Placement of Boxes**. Place the box sections in conformance with the plans or as directed when precast boxes are used to form multiple barrel structures. Place material to be used between barrels as shown on the plans or as directed. Start the laying of boxes on the bedding at the outlet end and proceed toward the inlet end with the abutting sections properly matched unless otherwise authorized. Fit, match, and lay the boxes to form a smooth, uniform conduit true to the established lines and grades. Lower the box sections into the trench, for trench installations, without damaging the box or disturbing the bedding and the sides of the trench. Carefully clean the ends of the box before it is placed. Prevent the earth or bedding material from entering the box as it is laid. Remove and re-lay, without extra compensation, boxes that are not in alignment or show excessive settlement after laying. Form and place cast-in-place boxes in accordance with Item 420, "Concrete Substructures."

3.3. **Jointing**. Use any of the jointing materials in accordance with the joint requirements specified in Item 464, "Reinforced Concrete Pipe," unless otherwise shown on the plans. Box joints for rubber gasketed material may be substituted for tongue and groove joints, provided they meet the requirements of ASTM C1677 for design of the joints and permissible variations in dimensions.

3.4. **Connections and Stub Ends**. Make connections of boxes to existing boxes, pipes, drains, or drain appurtenances as shown on the plans. Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Connect boxes to any required headwalls, wingwalls, safety end treatments or riprap, or other structures as shown on the plans or as directed. Repair any damage to the existing structure resulting from making the connections. Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the box.

Fill lifting holes with mortar or concrete and cure for precast boxes. Precast concrete or mortar plugs may be used.

3.5. **Extending**. Break back and extend existing culverts in accordance with Section 420.4.8 "Extending Existing Substructures," and Section 422.4.5 "Extending Existing Slabs," as applicable.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the culvert or drain along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Measurement of spurs, branches, or new connection box section will be made from the intersection of the flow line with the outside surface of the structure into which it connects. Where inlets, headwalls, wingwalls, catch basins, manholes, junction chambers, or other structures are included in lines of culverts or drains, the length of box section tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

The measured length of multiple barrel structures will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Box Culvert" of the size specified. This price is full compensation for constructing, furnishing, and transporting sections; preparation and shaping of the bed; backfill material between box sections; jointing of sections; jointing material; cutting of sections on skew or slope; connections to new or existing structures; breaking back, removing and disposing of portions of the existing structure and replacing portions of the existing structure as required to make connections; concrete and reinforcing steel; and equipment, labor, materials, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring, or tunneling is required, payment will be made under Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

Item 466
Headwalls and Wingwalls

1. DESCRIPTION

Furnish, construct, and install concrete headwalls and wingwalls for drainage structures and underpasses.

2. MATERIALS

2.1. **General**. Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete," and
- Item 440, "Reinforcement for Concrete."

Use Class C concrete for cast-in-place and precast concrete units unless otherwise shown on the plans. Furnish cast-in-place or precast headwalls and wingwalls unless otherwise shown on the plans.

2.2. **Fabrication**.

2.2.1. **General**. Fabricate cast-in-place concrete units and precast units in accordance with Item 420 "Concrete Substructures." Use the following definitions for headwalls and wingwalls:

- "Headwalls" refers to all walls, including wings, at the ends of single-barrel and multiple-barrel pipe culvert structures.
- "Wingwalls" refers to all walls at the ends of single-barrel or multiple-barrel box culvert structures.

2.2.2. **Lifting Holes**. Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes. Repair spalled areas around lifting holes.

2.2.3. **Marking**. Clearly mark each precast unit before shipment from the casting or fabrication yard with the following:

- the date of manufacture,
- the name or trademark of the manufacturer, and
- the type and size designation.

2.2.4. **Storage and Shipment**. Store precast units on a level surface. Do not place any loads on precast concrete units until design strength is reached. Do not ship units until design strength requirements have been met.

2.2.5. **Causes for Rejection**. Precast units may be rejected for not meeting any one of the specification requirements. Individual units may also be rejected for fractures or cracks passing through the wall or surface defects indicating honeycombed or open texture surfaces. Remove rejected units from the project, and replace them with acceptable units meeting the requirements of this Item.

2.2.6. **Defects and Repairs**. Occasional imperfections in manufacture or accidental damage sustained during handling may be repaired. The repaired units will be acceptable if they conform to the requirements of this Item and the repairs are sound, properly finished, and cured in conformance with pertinent specifications.

3. CONSTRUCTION

3.1. **General**. Remove portions of existing structures and drill, dowel, and grout in accordance with Item 420, "Concrete Substructures."

3.2. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Take special precautions in placing and compacting the backfill to avoid any movement or damage to the units. Bed precast units on foundations of firm and stable material accurately shaped to conform to the bases of the units.

3.3. **Placement of Precast Units**. Provide adequate means to lift and place the precast units. Fill lifting holes with mortar or concrete and cure. Precast concrete or mortar plugs may be used.

3.4. **Connections**. Make connections to new or existing structures in accordance with the details shown on the plans. Furnish jointing material in accordance with Item 464, "Reinforced Concrete Pipe," or as shown on the plans.

Remove a length of the existing pipe from the headwall to the joint when removing existing headwalls as shown on the plans or as approved. Re-lay the removed pipe if approved, or furnish and lay a length of new pipe.

4. MEASUREMENT

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Headwalls**. Headwalls will be measured by each end of a structure.

4.2. **Wingwalls**. Wingwalls will be measured by one of the following methods:

4.2.1. **Square Foot**. Wingwalls will be measured by the square foot of the front surface area of the wall of each type. The area will be measured from the top of the footing or apron to the top of the wall unless otherwise shown on the plans. If there is no footing or apron, then measurement is from the bottom of the wall.

4.2.2. **Each**. Wingwalls will be measured by each end of a structure.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the price bid for "Headwalls" of the type and pipe size (diameter or design) specified, "Wingwalls" of the type specified when measurement is by the square foot, or "Wingwalls" of the type and wall height specified when measurement is by each. For payment purposes, the wingwall height will be rounded to the nearest foot. All wingwalls and headwalls of the same type will be paid for equally when skew does not affect the type. This price is full compensation for constructing, furnishing, transporting, and installing the headwalls or wingwalls; connecting to existing structure; breaking back, removing and disposing of portions of the existing structure, and replacing portions of the existing structure as required to make connections; excavation and backfill; and concrete, reinforcing steel, corrugated metal pipe or reinforced concrete pipe, equipment, labor, tools, and incidentals.

Apron concrete or riprap between or around the wingwalls of single- or multiple-barrel box culvert structures will be measured and paid for in accordance with Item 432, "Riprap."

The removal and re-laying of existing pipe or the furnishing of new pipe to replace existing pipe will not be paid for directly but will be considered subsidiary to this Item.

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 months after final acceptance.

For Contracts with callout or emergency work, “Mobilization,” will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance,
- Mobilization for callout work will be paid for each callout work request, and
- Mobilization for emergency work will be paid for each emergency work request.

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders**. The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost,"
- Item 432, "Riprap," and
- Item 556, "Pipe Underdrains."

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference

for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training**. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced)**.

- **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans.

4.4.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement**.

5.5.2.1. **In Place**.

5.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 510
One-Way Traffic Control

1. DESCRIPTION

Provide one-way traffic control using one of the methods shown on the plans.

2. WORK METHODS

2.1. **Flagger Control Method**. Furnish flaggers in accordance with the requirements of Article 7.2., "Safety," at all entry points to the work zone, to stop traffic. Furnish a Stop/Slow paddle that meets the requirements of the TMUTCD for each flagger. If desired, use Automated Flagger Assistance Devices if approved.

2.2. **Pilot Car Method**. Furnish a licensed driver and pilot vehicle with required signs attached. Furnish flaggers on each approach to the activity area to control traffic. Provide Stop/Slow paddles and signs that meet the requirements of the TMUTCD. Instruct drivers to follow the pilot vehicle and to not pass the cars ahead.

2.3. **Portable Traffic Signal Method**. Furnish, operate, and maintain new or used portable traffic signal units. Assure used units are in good working condition and are approved before use. A list of approved units can be found in the Department's *Compliant Work Zone Traffic Control Device List*. Units will remain the property of the Contractor.

3. MEASUREMENT

When shown on the plans as a bid item, this Item will be measured as follows:

3.1. **Flagger Control Method**. By the actual number of hours flaggers are engaged in flagging activities. Each flagger will be measured separately.

3.2. **Pilot Car Method**. By the actual number of hours of use for the combination of flaggers and pilot vehicle.

3.3. **Portable Traffic Signal Method**. By the month, including 2 units operated by a single controller set up and operational on the worksite.

4. PAYMENT

Unless otherwise shown on the plans, the work performed and materials furnished in accordance with this Item will not be paid for directly but will be subsidiary to pertinent Items.

When shown on the plans as a bid item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the method specified. This price is full compensation for furnishing and operating equipment, pilot car, pilot vehicle driver, flaggers, signs, labor, tools, and incidentals. Payment for Portable Traffic Signal units and Portable Traffic Signals will be full compensation for the units, set up, relocating, removing, replacing parts, batteries, fuel, oil, and incidentals.

Item SS552
Steel Fence

1. DESCRIPTION

Furnish and construct fence of steel material consistent with existing structure or better, supported on metal posts.

2. MATERIALS

Furnish materials in accordance with details shown on the plans and with the requirements of this Article.

2.1. **Metal Posts and Braces**. Furnish steel pipe in accordance with ASTM A53 if used for posts and braces. Use steel that meets ASTM A702 for T-posts. Use only new steel. Do not use rerolled or open-seam material. Furnish galvanized steel sections in accordance with Item 445, “Galvanizing.” Use an approved anticorrosive coating when painting is specified. Spot-coat damaged areas with the same paint color after installation of painted posts and braces. Use paint with at least the same anticorrosive properties as the original paint. Use the size, weight, and area of posts, braces, and anchor plates shown on the plans.

2.2. **Existing Conditions**. Contractor shall visit site and take photos of the existing fence and provide photos of fence to Engineer prior to demolition.

2.3. **Gates and Gateposts**. Furnish materials to the dimensions of the existing fence in the field.

2.4. **Miscellaneous**. Furnish galvanized bolts, nuts, washers, braces, straps, and suitable devices for holding steel fence firmly to metal posts. Use material of good commercial quality and design.

3. CONSTRUCTION

Space fence posts as located in the field for the existing fence. Set fence posts plumb and firm at the intervals, depth, and grade noted herein. Brace corner and pull posts in 2 directions. Brace end posts and gateposts in one direction. Install a corner post where the alignment changes 30° or more. Place posts a minimum of 36" below grade, set in concrete. Concrete shall be 12" DIA wider than steel posts. Concrete shall be Quickcrete High Strenght Concrete Mix or Equivalent. Existing Fence shall be removed.

4. MEASUREMENT

Fencing will be measured by the foot of fence, including gates.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Remove/Replace Steel Fence". This price is full compensation for furnishing, preparing, hauling, and installing fence and gate materials; excavation, backfilling, and disposal of surplus material; removal and trimming of brush and tree limbs; and equipment, labor, tools, and incidentals.

Removal of existing fence and gates will not be paid for directly but will be subsidiary to this bid item.

Item 752
Tree and Brush Removal

1. DESCRIPTION

Remove and dispose of trees, brush, shrubs, and vines. Trim trees and shrubs. Remove stumps.

2. MATERIALS

Furnish commercially available pruning paint.

3. EQUIPMENT

Provide equipment necessary to complete the work.

4. WORK METHODS

Perform tree and brush removal and trimming from right of way line to right of way line or other widths and locations shown on the plans. Ensure trees, shrubs, and other landscape features that are to remain are not damaged. Dispose of debris within 48 hr. of cutting, off the right of way, in accordance with federal, state, and local regulations unless otherwise approved. When approved, chip debris and spread in a thin layer on the right of way.

4.1. **Tree Removal**. Remove trees of various diameters as shown on the plans, or as directed. Remove tree stumps to at least 12 in. below the surrounding terrain unless otherwise shown on the plans, or as directed. Backfill holes with acceptable material and compact flush with surrounding area.

4.2. **Tree Trimming**. Remove dead tree limbs. Remove tree limbs to the limits shown on the plans. Prune trees in accordance with Class IV National Arborist Association Pruning Standards for shade trees. Make cuts as close as possible to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub. Remove suckers to the height of the lowest main branch.

When removing limbs 2 in. in diameter or larger:

- Undercut 1/3 way through the limb 8 to 12 in. from the main stem.
- Remove limb 4 to 6 in. outside the first cut.
- Remove stub with an even flush cut so that a trace (collar) protrudes approximately 1/2 in.
- Do not allow limb to fall free if it can damage other limbs or items.
- Treat exposed cuts on oak trees with wound dressing within 20 min. of the cut.

Disinfect tools with 70% methyl alcohol, benzalkonium chloride, chlorine solution, or other approved disinfectant when trimming oak trees and when shown on the plans before cutting, and sterilize/sanitize again before cutting another tree. Avoid pruning between February 15 and June 15, the period for maximum insect and fungal activity.

4.3. **Brush Removal**. Remove brush including, but not limited to, bushes, small trees, and vines growing within the right of way by cutting parallel to and within 1 in. of the ground and to the limits shown on the plans. Remove brush from under bridges, around culverts, and in channels to the limits shown on the plans.

4.4. **Channel Work**. Trim trees and remove brush to the limits shown on the plans, including areas under bridges.

4.5. **Stump Removal**. Remove tree stumps at least 12 in. below the surrounding terrain unless otherwise shown on the plans, or as directed. Backfill holes with acceptable material and compact flush with surrounding area.

5. MEASUREMENT

This Item will be measured as follows:

5.1. **Tree Removal**. By each tree of the diameter specified. The diameter will be measured 3 ft. above the ground. Trees less than 4 in. in diameter are considered brush. Trees with multiple trunks at the point of measurement will be measured separately and paid for according to the specified diameter. Removal of the stump is subidiary to Tree Removal.

5.2. **Tree Trimming and Brush Removal**. By the centerline mile of the dimension specified. “Centerline mile” is defined as the continuous measurement along the center of the right of way.

5.3. **Tree Trimming and Brush Removal for Channels**. By the acre.

5.4. **Stump Removal**. By each stump removed. This item is for stumps where others previously removed the tree.

6. PAYMENT

The work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Tree Removal” of the diameter specified, “Tree Trimming” of the dimension specified, “Brush Removal,” “Tree Trimming and Brush Removal,” and “Stump Removal.” This price is full compensation for removal, trimming, disposal, equipment, traffic control, labor, and incidentals.

When not shown on the plans as a separate pay item, payment for tree trimming and brush removal in channels will be included in payment by the centerline mile. When shown on the plans as a separate pay item, tree trimming and brush removal in channels will be paid for at the unit price bid for “Tree Trimming and Brush Removal (Channels).”

The limits shown on the plans are the limits for pay purposes unless otherwise modified in accordance with Article 4.4., “Changes in the Work.”

PROJECT CONSTRUCTION DOCUMENTS

OWNER
WHARTON COUNTY – PCT. 1
3738 FM 3012
WHARTON, TX 77488
(979) 532-1991

SURVEY – TOPOGRAPHIC
SCHEIBE CONSULTING, LLC
11612 BEE CAVES RD, STE 240
AUSTIN, TX 78738

CIVIL
SCHEIBE CONSULTING, LLC
TBPE FIRM # 13880
PO BOX 161357
AUSTIN, TX 78716
(512) 263-0418

SURVEY – BOUNDARY
KOLANCY SURVEYING COMPANY
140 S. HOUSTON ST.
WHARTON, TX 77488
(979) 532-8056

I, ERIC C. SCHEIBE, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCITON, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

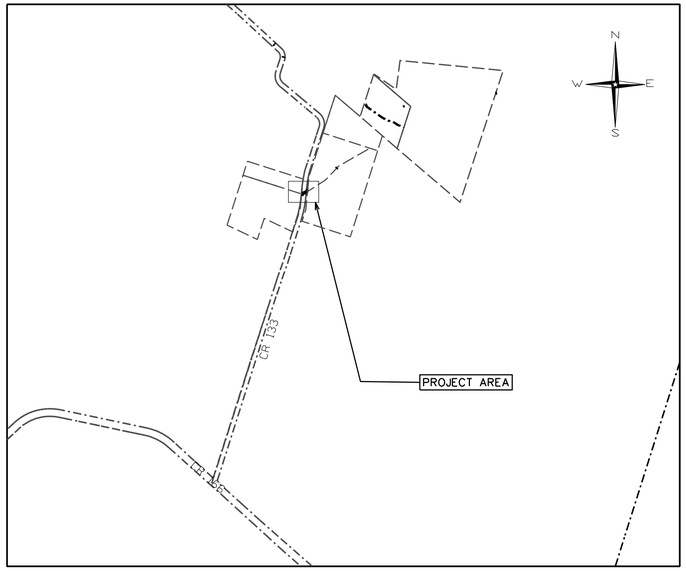
CR 133 CULVERT IMPROVEMENTS PROJECT

100% DESIGN

WHARTON CO.

SHEET INDEX

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VICINITY MAP

JUDGE
HONORABLE JUDGE PHILLIP SPENRATH

COMMISSIONERS
RICHARD ZAHN, PCT. 1
BUD GRAVES, PCT. 2
STEVEN GEOTSCH, PCT. 3
DOUG MATTHEWS, PCT. 4

DRAINAGE DEPARTMENT
RUSTY GRAVES

PERMITS & INSPECTION
MONICA MARTIN

NOTE:

1. PROPOSED DRAINAGE EASEMENT SHOWN IN THESE PLANS ARE DRAFT AND AS OF THE DATE OF THESE PLANS, NONE OF THE DRAINAGE EASEMENTS HAVE BEEN RECORDED.

2. CONTRACTOR SHALL COORDINATE WITH ENGINEER OF RECORD PRIOR TO CONSTRUCTION ACTIVITIES TO ENSURE DRAINAGE EASEMENTS ARE RECORDED PRIOR TO COMMENCING WORK.

3. THIS PROJECT LOCATED WITHIN THE FEMA 100-YR FLOODPLAIN OF BAUGHMAN SLOUGH, AS PER FEMA PANEL #0355, DATED DECEMBER 21, 2017.

REVISION CORRECTION TABLE

REVISION/CORRECTION NUMBER	DESCRIPTION OF REVISION/CORRECTION	SHEETS REVISED OR ADDED	NET CHANGE IN IMPERVIOUS COVER	TOTAL IMPERVIOUS COVER	PERCENT OF IMPERVIOUS COVER FOR THE ENTIRE SITE

REVIEWED BY:

WHARTON CO. DRAINAGE DEPARTMENT DATE

HONORABLE JUDGE PHILLIP SPENRATH DATE

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

COVER SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 BEFORE DIGGING BEGINS.

2. ALL CONSTRUCTION SHALL COMPLY WITH TCEQ SWPPP REQUIREMENTS. COUNTY IS REQUIRED TO FILE SWPPP PRIOR TO COMMENCING WORK.

3. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WHARTON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

4. ANY STOCKPILED PIPE REMOVAL AS PART OF THIS PROJECT SHALL BE OFFERED TO LOCAL COMMISSIONER PRIOR TO REUSE OR HAUL-OFF BY CONTRACTOR.

NOTES:

1. THIS PROJECT IS LOCATED IN THE BAUGHMAN SLOUGH/PEACH CREEK WATERSHED.

2. THERE IS A FEMA DESIGNATED 100-YR FLOODPLAIN WITHIN THE LIMITS OF THIS PROPERTY, AS PER THE MOST RECENT FEMA FLOOD INSURANCE RATE MAP # 48481C0355F, FIRM PANEL #0355, DATED DECEMBER 21, 2017.

3. NEITHER THE COUNTY NOR ITS AGENTS, EMPLOYEES OR CONSULTANTS SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY THE CONTRACTOR, OR ANY SAFETY OF THE CONTRACTOR OR ANY SUBCONTRACTOR.

4. NEITHER THE COUNTY NOR IT AGENTS, EMPLOYEES OR CONSULTANTS SHALL BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY PERSON (EXCEPT ITS OWN EMPLOYEES OR AGENTS OR CONSULTANTS) AT THE PROJECT SITE OR OTHERWISE PERFORMING ANY OF THE WORK OF THE PROJECT.

5. ALL CONSTRUCTION SHALL CONFORM TO WHARTON COUNTY STANDARDS.

6. ALL EXCAVATED MATERIAL SHALL BE HAULED OFF-SITE AND DISPOSED OF AT NO COST TO THE COUNTY, UNLESS OTHERWISE NOTED ON THESE PLANS.

7. THERE WILL BE NO SEPARATE PAYMENT FOR WORK SHOWN ON THESE PLANS, UNLESS SPECIFICALLY ESTABLISHED IN THE BID SECTION OF THE CONTRACT DOCUMENTS. INCLUDE COST OF THIS WORK IN THE CONTRACT UNIT PRICE FOR ITEMS OF WHICH THIS WORK IS A COMPONENT OR INCIDENTAL.

8. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES, INCLUDING BUT NOT LIMITED TO WATER LINES, WASTEWATER COLLECTION SYSTEMS, ELECTRIC UTILITY LINES AND POLES, TELECOMMUNICATION LINES, AND STORM SEWERS, DURING CONSTRUCTION. ALL DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS AND SPECIFICATIONS WITH NO COST TO THE COUNTY OR THE UTILITY OWNER.

9. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND ALL REGULATIONS OF UTILITY COMPANIES CONCERNING SAFETY AND HEALTH PRACTICES.

10. CONTRACTOR SHALL REMOVE ALL MUD, DIRT AND DEBRIS DEPOSITED OR DROPPED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. MATERIAL THAT IS HAZARDOUS TO TRAFFIC SHALL BE REMOVED IMMEDIATELY.

11. ALL TRAFFIC CONTROL AND WARNING SIGNS SHALL BE IN ACCORDANCE WITH TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN TO THE ENGINEER AS A SUBMITTAL PRIOR TO IMPLEMENTATION.

12. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL OBTAIN ALL CONSTRUCTION PERMITS PRIOR TO STARTING CONSTRUCTION.

13. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY.

14. THE CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.

15. ALL REQUIRED RELOCATIONS OR ALTERATIONS OF TELEPHONE POLES, UNDERGROUND UTILITIES, POWER POLES, GAS LINES AND ANY OTHER FACILITIES SHALL BE COORDINATED BY THIS CONTRACTOR. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE HIS WORK WITH THAT OF OTHER CONTRACTORS AND UTILITY COMPANIES SO AS NOT TO DELAY THE PROJECT.

16. ALL DISTURBED AREAS SHALL BE REVEGETATED AS PER THE PERMANENT VEGETATION STABILIZATION NOTES.

17. ALL PROPOSED CMP CULVERTS SHALL BE ALUMINIZED STEEL, TYPE 2, MEETING AASHTO SPECIFICATION M274 AND ASTM A929. ALL CMP CULVERTS SHALL BE MIN. 14 GAUGE.

18. ENGINEER SHALL PROVIDE CONTRACTOR WITH SWPPP DOCUMENT FOR POSTING ON THE JOB SITE AND SHALL PERFORM SWPPP INSPECTIONS. ENGINEER SHALL HAVE DISCRETION IN RELOCATING AND REQUIRING ADDITIONAL TEMPORARY EROSION CONTROL MEASURES, AS NEEDED, AND AT NO ADDITIONAL COST TO THE COUNTY.

CONSTRUCTION SEQUENCE:

1. CONTACT OWNER, ENGINEER, AND OTHER AFFECTED PARTIES AS APPLICABLE PRIOR TO BEGINNING CONSTRUCTION, FOR ATTENDANCE AT A PRECONSTRUCTION MEETING.

2. INSTALL ALL TEMPORARY EROSION CONTROL DEVICES

3. LOCATE UNDERGROUND UTILITIES AND VERIFY ALL ABOVE AND BELOW GROUND UTILITIES HAVE BEEN REMOVED/RELOCATED BY UTILITY OWNER PRIOR TO EARTHWORK ACTIVITIES. IF UTILITIES HAVE NOT BEEN RELOCATED, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

4. SCARIFY/REMOVE TOPSOIL AND STOCKPILE. ROUGH GRADE CHANNEL AND REMOVE TREES.

5. INSTALL CR133 CULVERTS UNDER AND AT DRIVEWAYS.

6. FINAL GRADE CHANNEL TO GRADES AS SHOWN ON PLANS AND INSTALL SURFACE PAVEMENT AT CULVERT CROSSINGS. RE-APPLY TOP SOIL AND RE-SEED ALL DISTURBED SURFACES. THE CONTRACTOR IS RESPONSIBLE FOR ALL RE-SEEDING OF DISTURBED AREAS.

7. CLEAN-UP SITE AND CONDUCT FINAL SITE INSPECTION WITH ENGINEER. OBTAIN ENGINEER'S SIGNOFF PRIOR TO REMOVAL OF TEMPORARY EROSION CONTROL MEASURES.

8. REMOVE TEMPORARY EROSION CONTROL DEVICES ONCE DISTURBED SURFACES HAVE STABILIZED.

SPECIAL TREE REMOVAL NOTES:

1. TREES SHALL BE REMOVED AS PER SPECIAL SPECIFICATION SS0001.

PERMANENT VEGETATIVE STABILIZATION:

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING IS CONSIDERED TO BE TEMPORARY STABILIZATION ONLY. IF COOL SEASON COVER CROPS EXIST WHERE PERMANENT VEGETATIVE STABILIZATION IS DESIRED, THE GRASSES SHALL BE MOWED TO A HEIGHT OF LESS THAN ONE-HALF (1/2) INCH AND THE AREA SHALL BE RE-SEEDED IN ACCORDANCE WITH 2 BELOW.

2. FROM MARCH 2 TO SEPTEMBE 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION. BERMUDA GRASS IS A WARM SEASON GRASS AND IS CONSIDERED PERMANENT EROSION CONTROL.

A. FERTILIZER SHALL BE A WATER SOLUBLE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1#2 POUND PER 1000 SF.

B. HYDROMULCH SHALL COMPLY WITH TABLE 2, BELOW.

C. PERMANENT EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1 1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR EXCAVATION), AS SHOWN ON PLANS.

2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE THE BASIS FOR A TPDES REQUIRED SWPPP. IF A SWPPP IS REQUIRED, IT SHALL BE AVAILABLE FOR REVIEW AT ALL TIMES DURING CONSTRUCTION.

3. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE ENGINEER OF RECORD OR COUNTY OFFICIAL AS APPROPRIATE.

4. THE CONTRACTOR IS REQUIRED TO ALSO PROVIDE AN INSPECTOR TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.

5. PRIOR TO FINAL ACCEPTANCE BY THE COUNTY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED.

6. TEMPORARY AND PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW.
   A. ALL DISTURBED AREA TO BE REVEGETATED ARE REQUIRED TO PLACE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL. THE TOPSOIL SHALL BE COMPOSED OF 4 PARTS OF SOIL MIXED WITH 1 PART COMPOST, BY VOLUME. THE COMPOST SHALL MEET THE DEFINITION OF COMPOST AS DEFINED BY TxDOT SPECIFICATION ITEM 161. THE SOIL SHALL BE LOCALLY AVAILABLE NATIVE SOIL THAT MEETS THE FOLLOWING SPECIFICATIONS:

   – SHALL BE FREE OF TRASH, WEEDS, DELETERIOUS MATERIALS, ROCKS, AND DEBRIS.

   – 100% SHALL PASS THROUGH A 1.5-INCH (38-mm) SCREEN.

   – SOIL TO BE A LOAMY MATERIAL THAT MEETS THE REQUIREMENTS OF THE TABLE BELOW IN ACCORDANCE WITH THE USDA TEXTURAL TRIANGLE. TEXTURAL COMPOSITION SHALL MEET THE FOLLOWING CRITERIA:

TEXTURAL CLASS	MINIMUM	MAXIMUM
CLAY	5%	50%
SILT	10%	50%
SAND	15%	67%

   – CONTRACTOR MAY PROPOSE USE OF ONSITE SALVAGED TOPSOIL WHICH DOES NOT MEET THE SOIL TEXTURE CLASS REQUIRED ABOVE. ALT. TOPSOIL SHALL BE ALLOWED IF APPROVED BY THE ENGINEER. ENGINEER APPROVAL IS REQUIRED PRIOR TO PLACEMENT OF TOPSOIL.

7. CONTRACTOR SHALL COORDINATE WITH ADJACENT LANDOWNERS TO ESTABLISH A STAGING AREA FOR THIS PROJECT OF APPROXIMATELY 0.2 ACRES. ANY COST ASSOCIATED WITH LANDOWNER COORDINATION AND/OR TEMPORARY USE OF LAND WILL BE SUBSIDIARY TO THE TEMPORARY CONSTRUCTION ENTRANCE BID ITEM.

8. ALL SLOPES 4:1 OR STEEPER SHALL HAVE SOIL RETENTION BLANKETS (TYPE 1, CLASS A) AS PER TXDOT BID ITEM 169.

FILL NOTES:

1. ALL FILL MATERIAL SHALL BE CONSTRUCTED OF LOCALLY AVAILABLE SANDY-CLAY MATERIAL. ALL FILL MATERIAL SHALL BE FREE OF DELETERIOUS MATERIALS, INCLUDING ORGANIC MATERIAL, ROCKS, AND OTHER SIMILAR MATERIAL PRIOR TO PLACEMENT.

2. BACKFILL SHALL BE CONSTRUCTED WITH A MAXIMUM SIDE SLOPE AS PER PLANS, AND SHALL BE CONSTRUCTED IN HORIZONTALLY PLACED LOOSE LIFTS OF NOT MORE THAN 8 INCHES IN THICKNESS. LIFT THICKNESS SHALL BE DECREASED WHEN USING LIGHT COMPACTION EQUIPMENT. FILL MATERIAL SHALL BE COMPACTED TO 90% OF THE MAXIMUM DRY DENSITY. PRIOR TO PLACEMENT OF FILL MATERIAL, EXISTING SUBGRADE SHALL BE SCARIFIED, MOISTURE CONDITIONED, AND COMPACTED. THE TOP 12-INCHES OF SUBGRADE SHALL BE REMOVED PRIOR TO PLACEMENT OF FILL MATERIAL. MOISTURE CONTENT OF MOISTURE CONDITIONED SUBGRADE SHALL BE AT OPTIMUM TO PLUS 3 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT AT THE TIME OF COMPACTION. RE-USE OF EXISTING MATERIAL MAY REQUIRE SOME WETTING OR DRYING TO PRODUCE THE NECESSARY MOISTURE CONTENT AT THE TIME OF COMPACTION. FILL MATERIAL SHALL NOT BE PLACED ON SOILS THAT HAVE BEEN RECENTLY SUBJECTED TO PRECIPITATION OR SATURATION. ALL WET SOILS SHOULD BE REMOVED OR ALLOWED TO DRY PRIOR TO CONTINUATION OF FILL PLACEMENT OPERATIONS. BORROW FILL MATERIALS, IF REQUIRED, SHALL NOT CONTAIN WET MATERIALS AT THE TIME OF PLACEMENT.

3. IF TESTING LABS ARE NOT AVAILABLE FOR THIS PROJECT, THEN COMPACTION AND FILL MATERIAL PLACEMENT SHALL BE ACHIEVED AS NOTED BELOW:

   A. COMPACTION: EACH LAYER OF SOIL SHOULD BE COMPACTED BY ROUTING THE HAULING AND SPREADING EQUIPMENT (MIN. GROUND PRESSURE OF 7 PSI) OVER THE FILL MATERIAL IN SUCH A MANNER THAT EVERY POINT ON THE SURFACE OF EACH LAYER OF FILL WILL BE TRAVERSED BY NOT LESS THAN 1 TREAD TRACK OF THE SPREADING EQUIPMENT. CARE SHALL BE TAKEN IN USING HAULING AND SPREADING EQUIPMENT OVER CMP PIPE WITH LESS THAN 3 FT OF COVER, AS DAMAGE TO PIPE CAN OCCUR.

   B. MOISTURE CONDITIONING: A RULE OF THUMB IS THAT THE SOIL SHALL HAVE ENOUGH MOISTURE TO FORM A BALL, AT WHICH POINT IT IS CLOSE TO OPTIMUM MOISTURE CONTENT NEEDED FOR COMPACTION. TOO DRY OR TOO MOIST SOILS WILL NOT COMPACT PROPERLY. SANDY MATERIAL SHALL NOT BE USED FOR FILL MATERIAL.

4. FILL MATERIAL MUST BE PREPARED PRIOR TO PLACEMENT. ANY TOPSOIL, ORGANIC SOIL, TREE ROOTS, VEGETATION, DELETERIOUS MATERIALS (WOOD), WET SOILS, AND SOFT OR LOOSE SOILS, SHALL BE REMOVED FROM THE PROPOSED FILL AREA.

5. WHEN INDICATED ON THE PLANS, CONTRACTOR SHALL USE CEMENT STABILIZED SAND AS FOLLOWS:
   A. DELETERIOUS MATERIALS INCLUDE:
      i. CLAY LUMPS, ASTM C 142 – LESS THAN 0.5 PERCENT.
      ii. LIGHTWEIGHT PIECES, ASTM C 123; LESS THAN 5.0 PERCENT.
      iii. ORGANIC IMPURITIES, ASTM C 40, COLOR NO DARKER THAN STANDARD COLOR.
      iv. PLASTICITY INDEX OF 4 OR LESS WHEN TESTED IN ACCORDANCE WITH ASTM D 4318.

   B. CEMENT SHALL BE TYPE 1 PORTLAND CEMENT CONFORMING TO ASTM C 150.

   C. MIXTURE RATIO SHALL BE 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE (2 SACKS PER TON OF DRY SAND).

6. ALL OF THE BACK FILL MATERIAL FOR CULVERTS SHALL CONSIST OF CLEAN RIVER SAND, PEAGRAVEL, OR 1" GRAVEL WITHIN THE BEDDING ENVELOPE, UNLESS OTHERWISE NOTED ON THE PLANS.

7. ALL CULVERT TRENCHES SHALL BE CUT INTO COMPACTED FILL MATERIAL WITH A TRENCH WIDTH THAT PROVIDES A MINIMUM OF 18-INCHES ON EACH SIDE OF THE PIPE BEING PLACED.

8. CEMENT STABILIZED SAND BACKFILL SHALL ADHERE TXDOT ITEM 401 AND SHALL BE AN "EXCAVATABLE" MIX.

9. BACKFILL MATERIAL FOR CULVERTS UNDER CR133 SHALL BE BLACK BASE, AS PER DETAIL.

10. GRAVEL PAVEMENT OVER DRIVEWAYS SHALL CONSIST OF MIN. 6-INCH THICK LAYER OF 1" TO 3" OPEN GRADED ROCK. GRAVEL LAYER SHALL BE PLACED ON 6" THICK FLEXIBLE BASE UNLESS OTHERWISE SHOWN ON PLANS OR DETAILS.

TABLE 2: HYDROMULCHING FOR PERMANENT VEGETATIVE STABILIZATION

MATERIAL	DESCRIPTION	LONGEVITY	TYPICAL APPLICATIONS	APPLICATION RATES
BONDED FIBER MATRIX (BFM)	80% ORGANIC DEFIBRATED FIBERS 10% TACKIFIER	6 MONTHS	ON SLOPES UP TO 2:1 AND EROSIVE SOIL CONDITIONS	2500 TO 4000 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)
FIBER REINFORCED MATRIX (FRM)	65% ORGANIC DEFIBRATED FIBERS 25% REINFORCING FIBERS OR LESS 10% TACKIFIER	UP TO 12 MONTHS	ON SLOPES UP TO 1:1 AND EROSIVE SOIL CONDITIONS	3000 TO 4500 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)

CR 133 Culvert Improvements

Item No.	Qnty	Unit	Item Code	Item Description
1	0.2	AC	TxDOT Item 100	Prepare ROW
2	38	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)
3	982	SY	TxDOT Item 506	Temp. Construction Entrance, Type 1 Aggregate
4	392	LF	TxDOT Item 506	Silt Fence for Staging Area
5	43	LF	TxDOT Item 506	Rock Filter Dams, TY 1
6	140	LF	TxDOT Item 462	5x3' RCB, Complete and In-Place
7	405	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay
8	7.4	TON	TxDOT Item 340	2.5" D-GR HMA (SQ) TY-D PG 64
9	23.0	TON	TxDOT Item 340	8" D-GR HMA (SQ) TY-B PG 64
10	2	EA	TxDOT Item 466	Headwall and Wingwalls (PW-2) (HW = 6-FT)
11	1	MO	TxDOT Item 510	Traffic Control
12	1	LS	TxDOT Item 500	Mobilization

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

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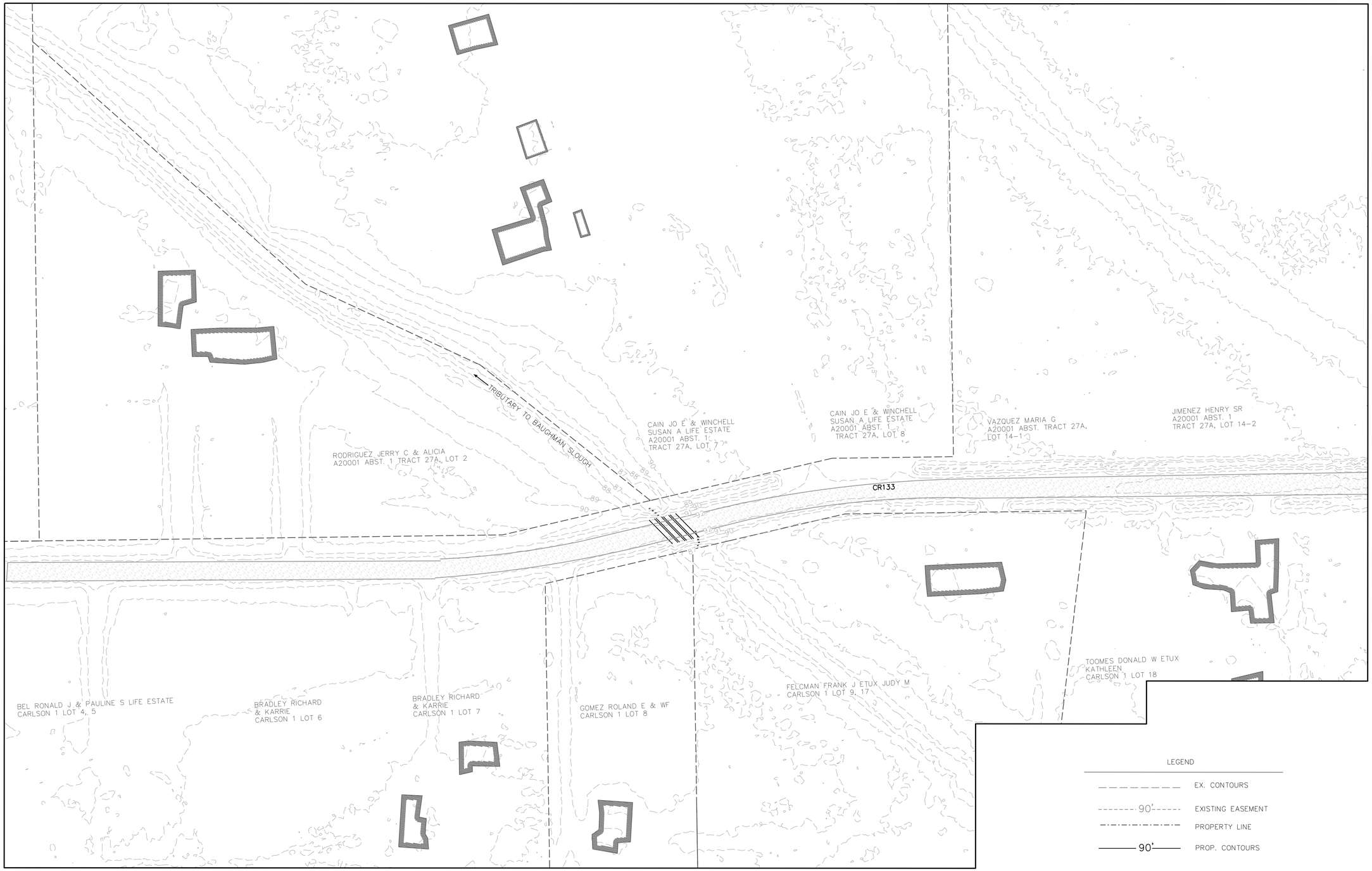
100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

GENERAL NOTES

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA, FIELD VERIFIED WITH GPS EQUIPMENT.

SCALE: 1" = 50'
PLAN SIZE: 22" X 34"

0 50 100

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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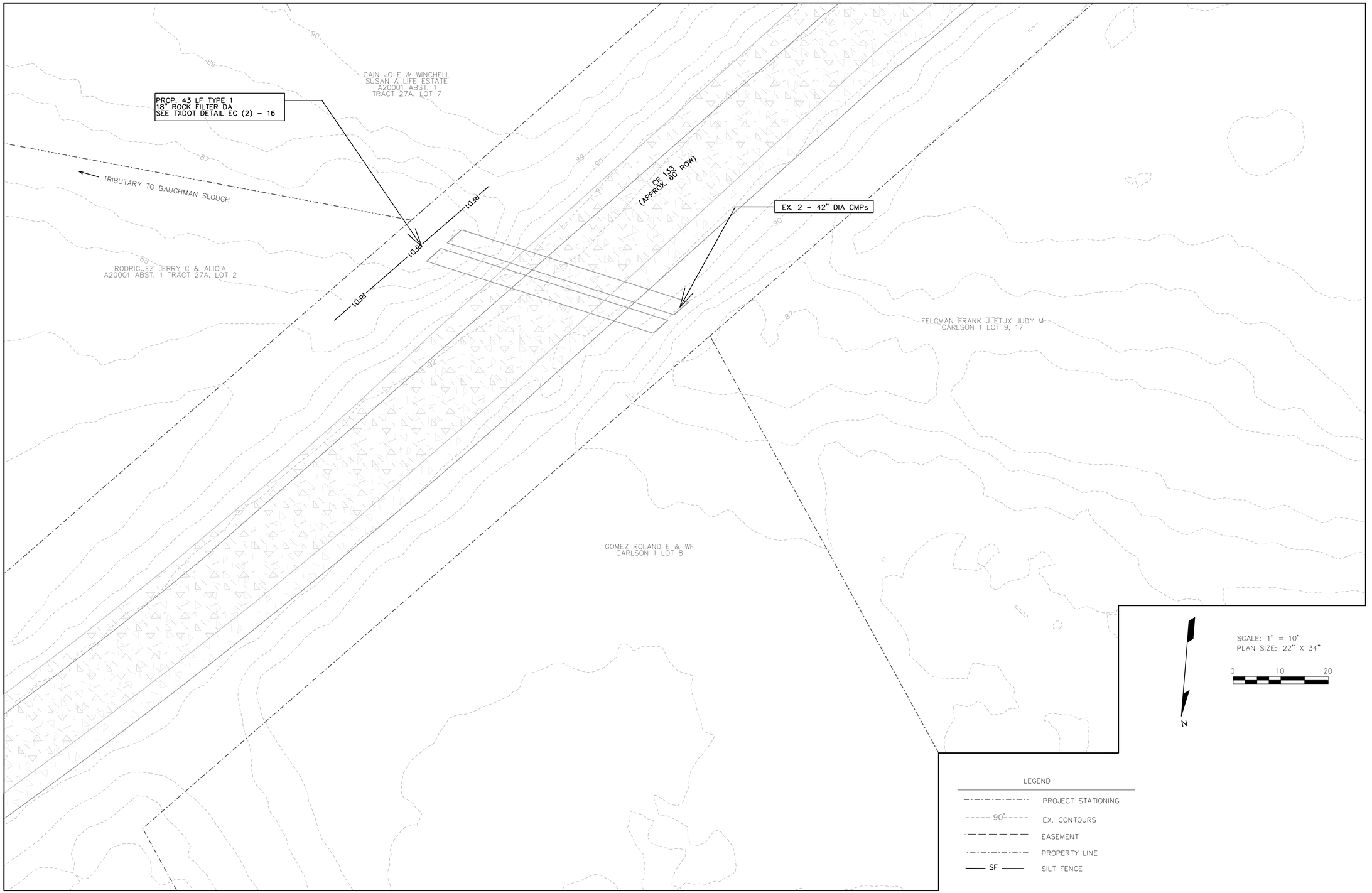
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LAYOUT SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:

1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA, FIELD VERIFIED WITH GPS EQUIPMENT.
2. CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL AS PER TCP (1-2) - 18, REF. DETAIL.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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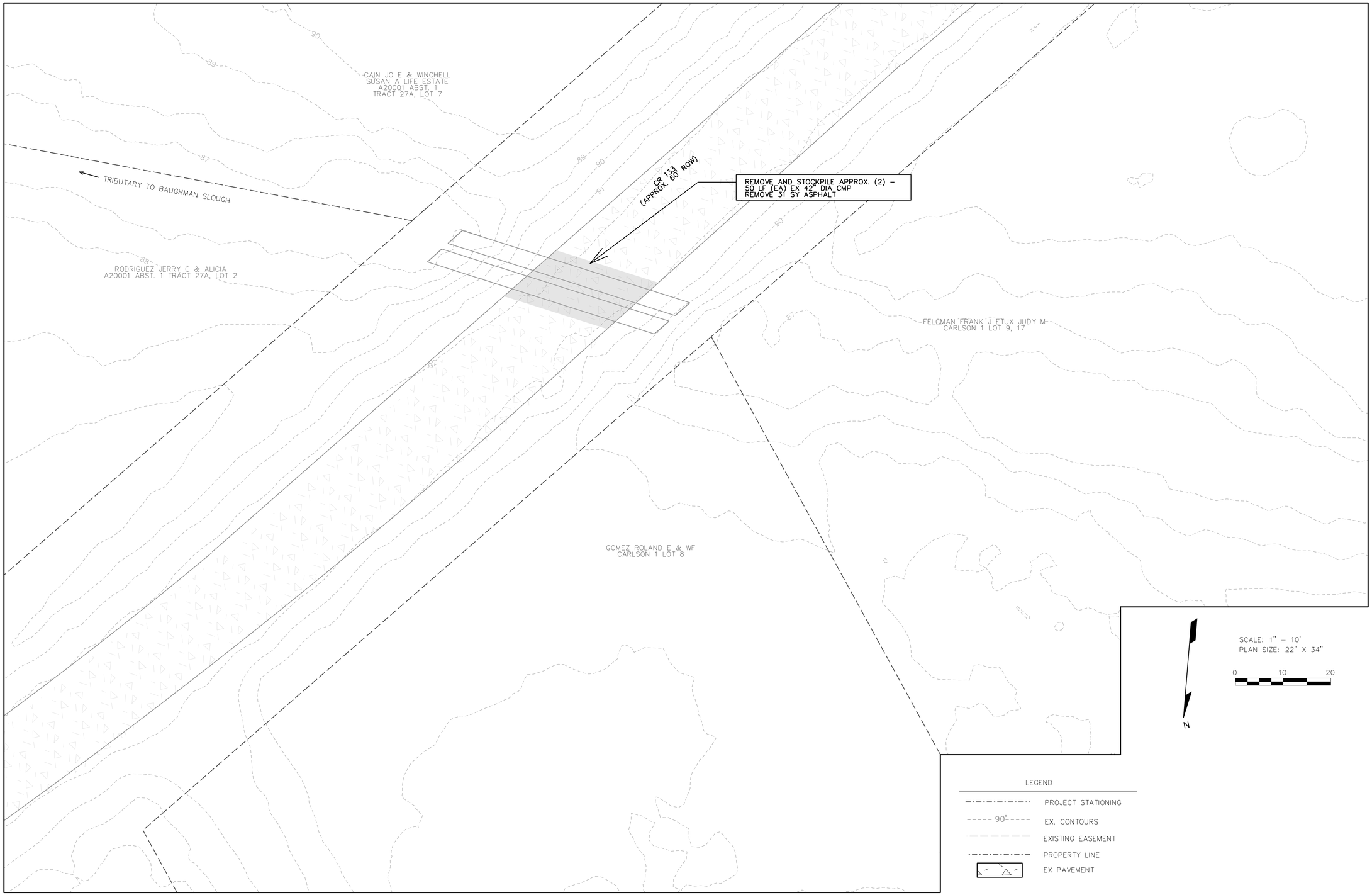
TEMPORARY EROSION CONTROL & DEMO

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

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SHEET 4 OF 14



NOTES:

1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA, FIELD VERIFIED WITH GPS EQUIPMENT.

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WHARTON COUNTY, TX 77488
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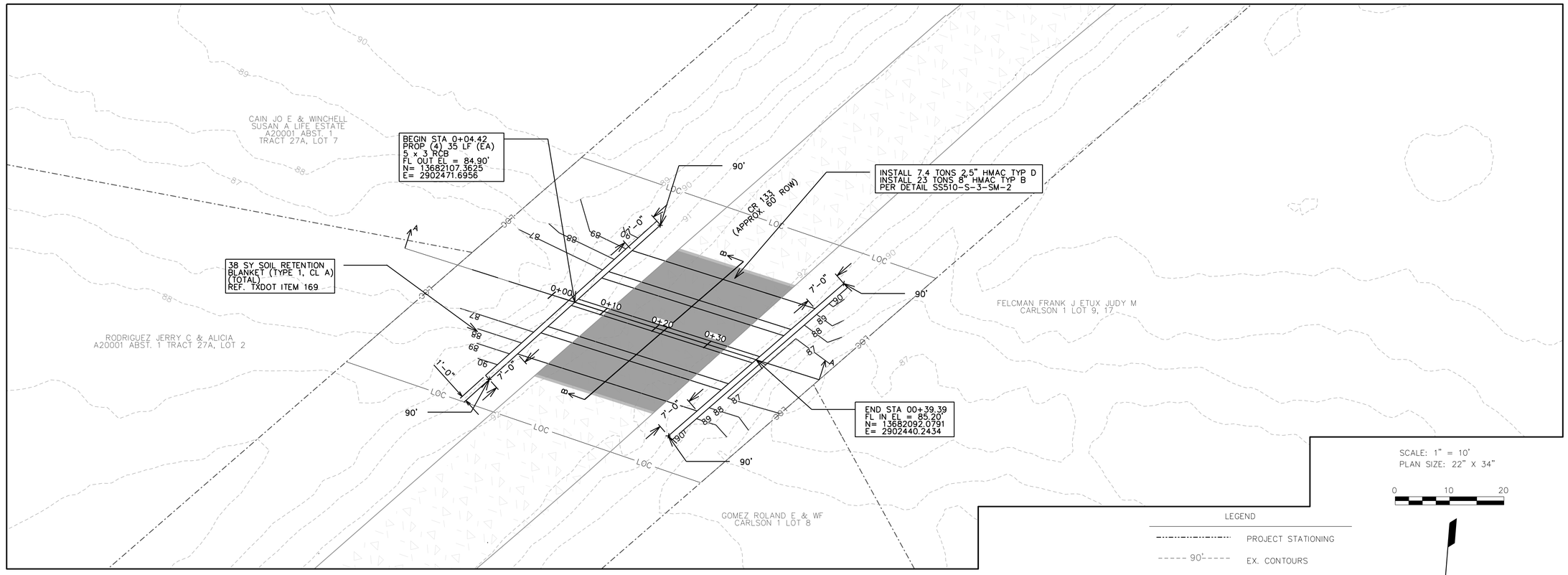
100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

DEMO SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

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REVIEWED BY:	ES



NOTES: 1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA, FIELD VERIFIED WITH GPS EQUIPMENT.

SCALE: 1" = 10'
PLAN SIZE: 22" X 34"

0 10 20

N

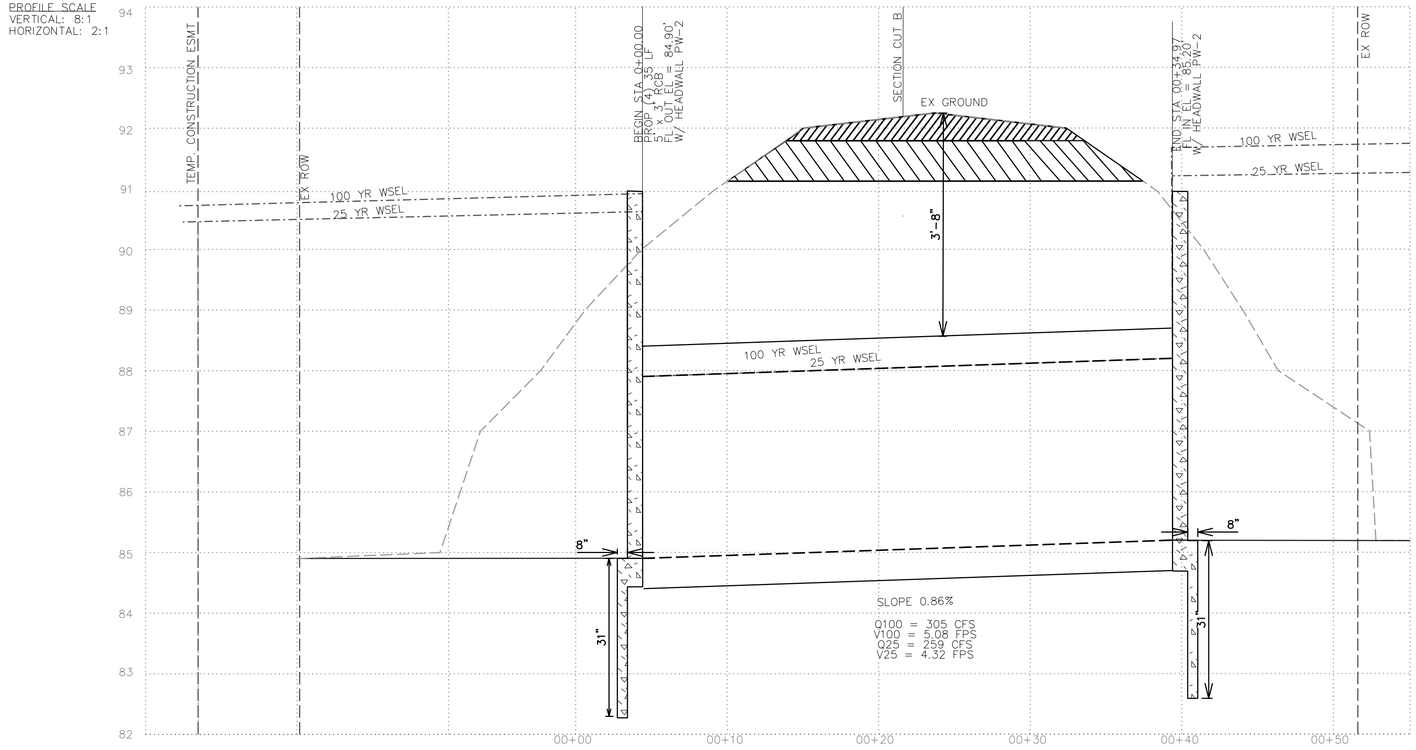
LEGEND

- PROJECT STATIONING
- 90' EX. CONTOURS
- EASEMENT
- PROPERTY LINE
- TYP D 2.5" HMAC & TYP B 8" HMAC
- CONC. HEADWALL

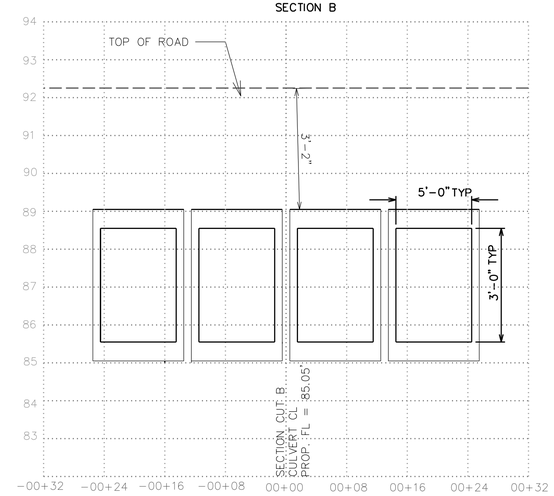
XS SCALE
VERTICAL: 5:1
HORIZONTAL: 1:2

SECTION A

PROFILE SCALE
VERTICAL: 8:1
HORIZONTAL: 2:1



SECTION B



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CULVERT PLAN AND PROFILE

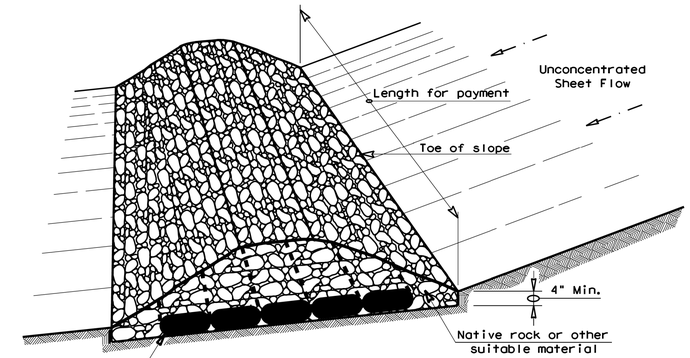
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
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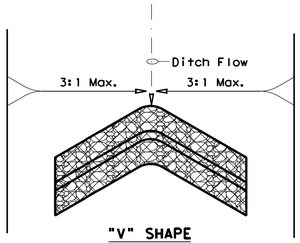
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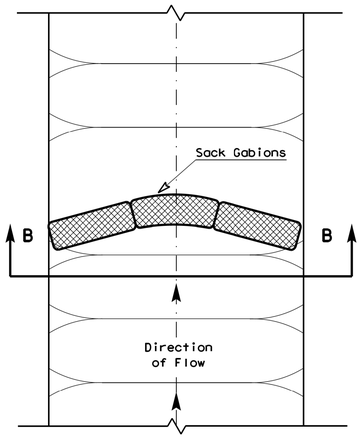


FILTER DAM AT TOE OF SLOPE

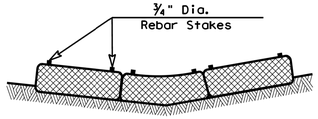
RFD1



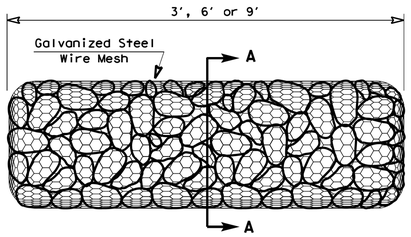
"V" SHAPE PLAN VIEW



PLAN VIEW

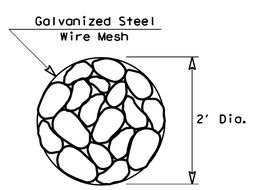


SECTION B-B

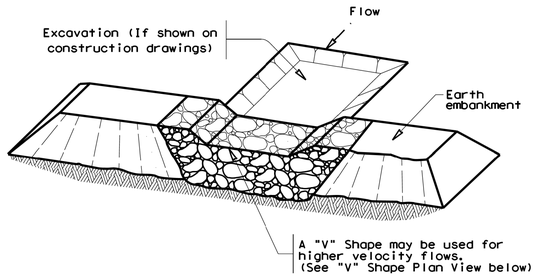


TYPE 4 (SACK GABIONS)

RFD4

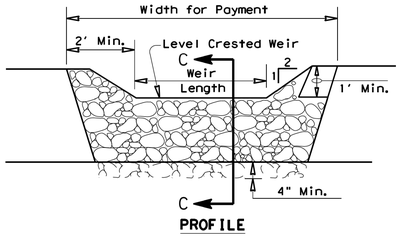


SECTION A-A

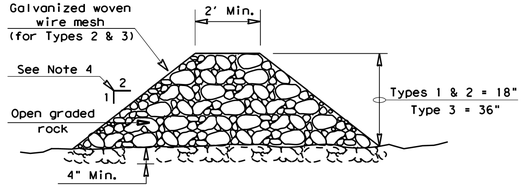


FILTER DAM AT SEDIMENT TRAP

RFD1 OR RFD2



PROFILE



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

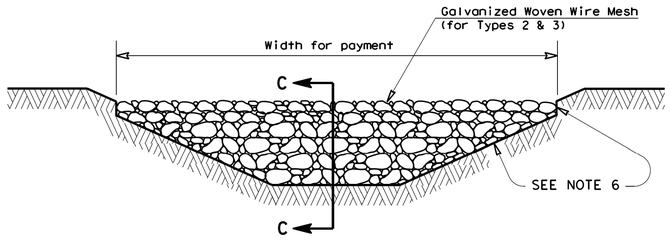
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



FILTER DAM AT CHANNEL SECTIONS

RFD1 OR RFD2 OR RFD3

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam	RFD1
Type 2 Rock Filter Dam	RFD2
Type 3 Rock Filter Dam	RFD3
Type 4 Rock Filter Dam	RFD4

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
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REVISIONS					
	DIST	COUNTY		SHEET NO.	

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REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133
CULVERT IMPROVEMENT PROJECT

DETAIL SHEET

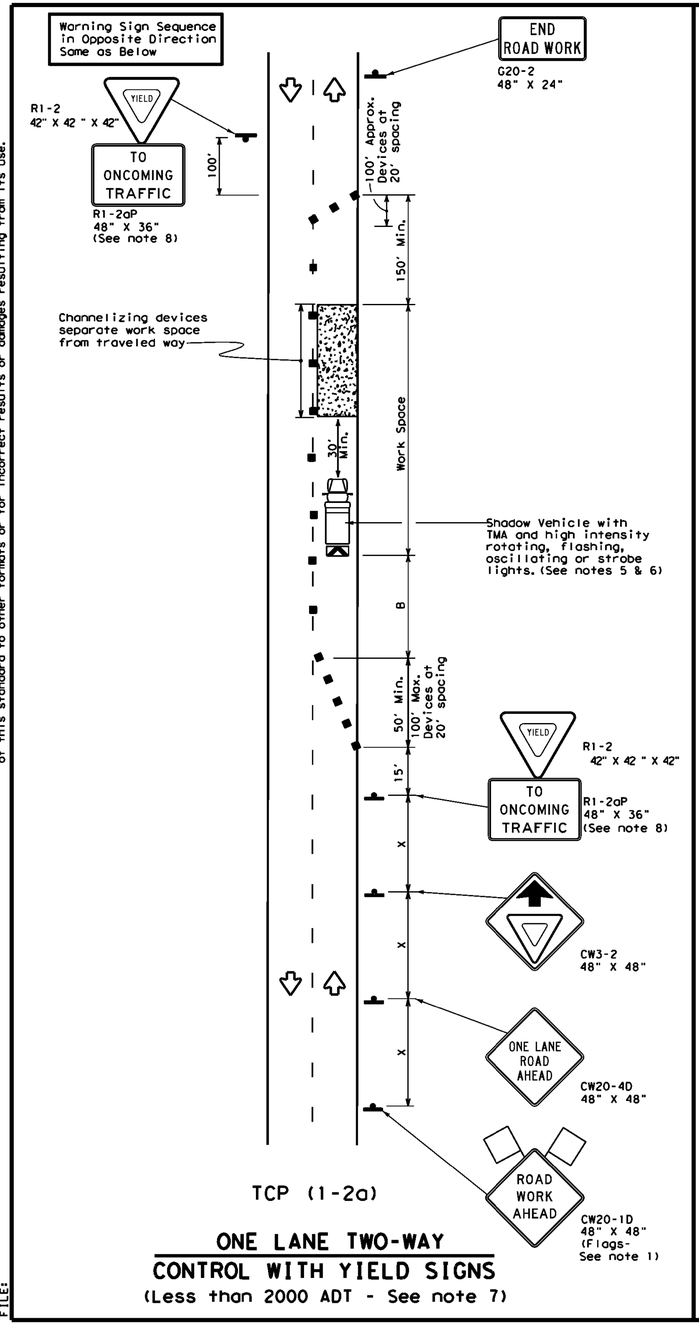
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

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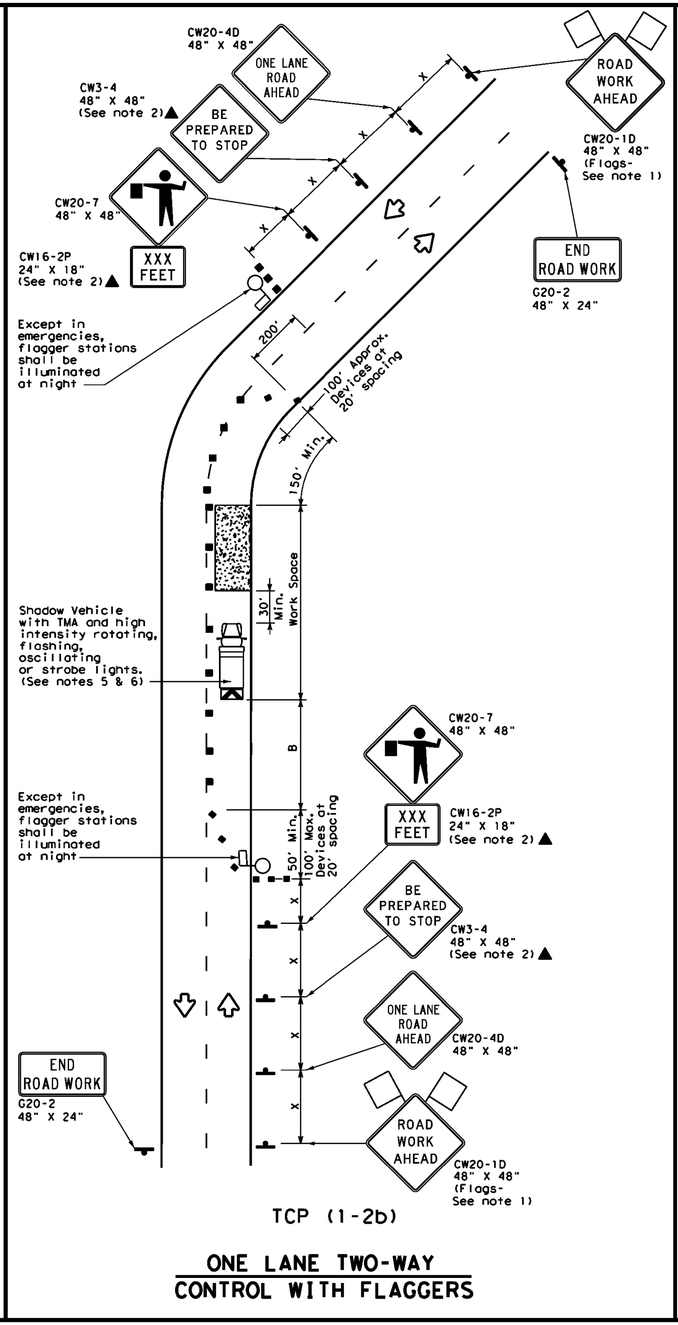
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FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	L = WS²/60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* 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

1. Flags attached to signs where shown are REQUIRED.
2. 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.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. 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.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 / 2-94 2-12 / 1-97 2-18	DIST	COUNTY		SHEET NO.

152

REV NO.	DATE	BY	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

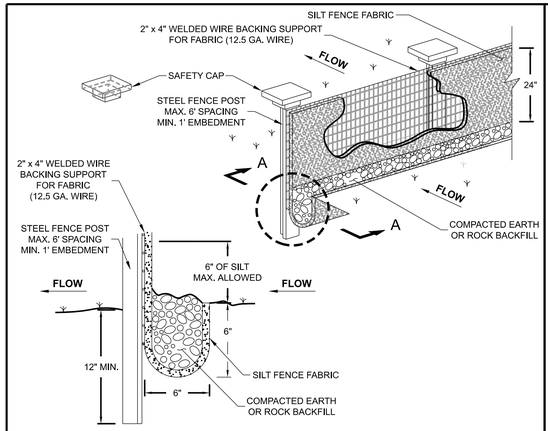
100% WHARTON COUNTY ROAD 133
CULVERT IMPROVEMENT PROJECT

DETAIL SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

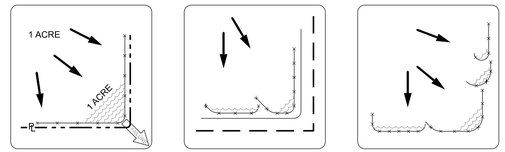


SECTION A-A

NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS SHALL MATCH THE TOP OF THE FENCE, POSTS MUST BE EMBEDDED A MINIMUM OF 1'.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 6" WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY AND REPAIR OR REPLACEMENT SHALL BE MADE WITHIN 24 HOURS OF INSPECTION.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS PERMANENTLY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WITHIN 24 HOURS WHEN IT REACHES A DEPTH OF 6" OR AS DIRECTED BY OWNER. THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. INSTALL J-HOOK SPACING PER ENGINEER'S DESIGN , BUT NOT TO EXCEED 200'.

	SILT FENCE	
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1-SM 1 OF 2



INCORRECT - DO NOT LAYOUT "PERIMETER CONTROL" SILT FENCE ALONG PROPERTY LINES. ALL SEDIMENT LADEN RUNOFF WILL CONCENTRATE AND OVERWHELM THE SYSTEM.

CORRECT - INSTALL J-HOOKS

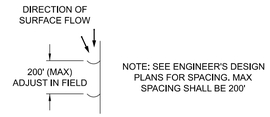
SILT FENCE TURNBACK DETAIL

CORRECT - DISCREET SEGMENTS OF SILT FENCE INSTALLED WITH J-HOOKS OR 'SMILES' WILL BE MUCH MORE EFFECTIVE.

SILT FENCE PLACEMENT FOR PERIMETER CONTROL

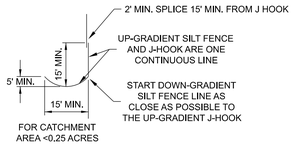
PLAN VIEW

I. SPACING REQUIREMENTS:

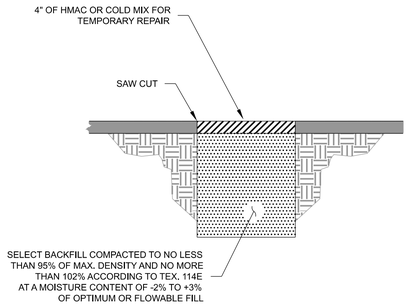


NOTE: SEE ENGINEER'S DESIGN PLANS FOR SPACING. MAX SPACING SHALL BE 200'

II. SIZING REQUIREMENTS:



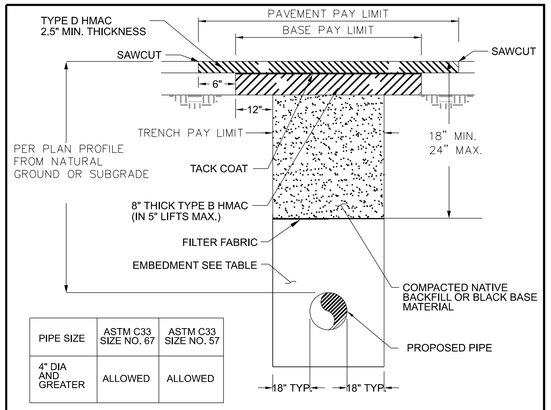
	SILT FENCE	
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1-SM 2 OF 2



NOTE:

1. IF EXCAVATION AREA IS OPEN FOR TEMPORARY PUBLIC USE, THE SURFACE SHALL BE MAINTAINED LEVEL WITH ADJACENT RIDING SURFACE WITH 4" COLD MIX OR 4" TEMPORARY HOT MIX ASPHALTIC CONCRETE. NO SEPARATE PAY ITEM.

	UTILITY TRENCH TEMPORARY ASPHALT PAVEMENT	
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-3T-SM 1 OF 1



PIPE SIZE	ASTM C33 SIZE NO. 67	ASTM C33 SIZE NO. 57
4" DIA AND GREATER	ALLOWED	ALLOWED

NOTES:

1. THE EXISTING PAVED SURFACE SHALL BE SAW CUT IN A STRAIGHT LINE A MINIMUM OF 12" WIDER THAN THE UNDISTURBED SIDES OF THE TRENCH, SYMMETRICAL ABOUT THE CENTER LINE OF THE EXCAVATION.
2. IF EXCAVATION AREA IS OPEN FOR TEMPORARY PUBLIC USE, SEE DETAIL 510S-3T-SM.
3. ALL DAMAGED AREAS OF PAVEMENT OUTSIDE THE TRENCH CUT SHALL BE REMOVED AND REPLACED.
4. ROAD BASE AND SURFACE MATERIALS IN THE TRENCH CUT SHALL BE REPLACED IN KIND OF EQUAL THICKNESS, OR MINIMUM BASE THICKNESS OF 8", WHICHEVER IS GREATER.
5. THIS DETAIL IS FOR TRENCH REPAIR FOR UTILITIES IN RIVER ROAD ONLY.
6. REF. TXDOT 340.

REFERENCES
DETAIL 510S-3T-SM

	BLACK BASE TRENCH SPECIAL DETAIL 1	
	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. SS510S-3-SM-2 1 OF 1

REV NO.	BY	DATE	DESCRIPTION

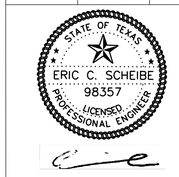
WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

DETAIL SHEET



DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

BOX DATA

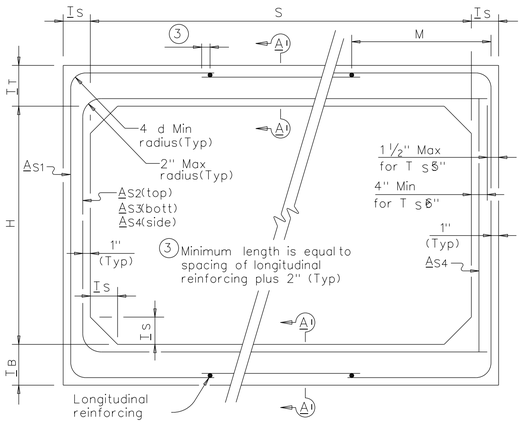
SECTION DIMENSIONS					Fill Height	M (Min)	REINFORCING (in²/ft) ②								Lift Weight (Tons) ①
S (ft)	H (ft)	T_T (in)	T_B (in)	T_S (in)	(ft)	(in)	A_{S1}	A_{S2}	A_{S3}	A_{S4}	A_{S5}	A_{S6}	A_{S7}	A_{S8}	
5	3	8	7	6	<2	-	0.19	0.31	0.21	0.14	0.19	0.19	0.19	0.17	6.6
5	3	6	6	6	2<3	45	0.18	0.24	0.19	0.14	-	-	-	-	5.7
5	3	6	6	6	3-5	36	0.14	0.17	0.16	0.14	-	-	-	-	5.7
5	3	6	6	6	10	36	0.14	0.16	0.17	0.14	-	-	-	-	5.7
5	3	6	6	6	15	35	0.16	0.21	0.22	0.14	-	-	-	-	5.7
5	3	6	6	6	20	35	0.21	0.27	0.28	0.14	-	-	-	-	5.7
5	3	6	6	6	25	35	0.26	0.34	0.34	0.14	-	-	-	-	5.7
5	3	6	6	6	30	35	0.31	0.41	0.41	0.14	-	-	-	5.7	
5	4	8	7	6	<2	-	0.19	0.33	0.24	0.14	0.19	0.19	0.19	0.17	7.2
5	4	6	6	6	2<3	45	0.16	0.27	0.22	0.14	-	-	-	-	6.3
5	4	6	6	6	3-5	45	0.14	0.19	0.18	0.14	-	-	-	-	6.3
5	4	6	6	6	10	36	0.14	0.18	0.18	0.14	-	-	-	-	6.3
5	4	6	6	6	15	35	0.14	0.23	0.24	0.14	-	-	-	-	6.3
5	4	6	6	6	20	35	0.17	0.30	0.31	0.14	-	-	-	-	6.3
5	4	6	6	6	25	35	0.21	0.37	0.38	0.14	-	-	-	-	6.3
5	4	6	6	6	30	35	0.25	0.44	0.45	0.14	-	-	-	-	6.3
5	5	8	7	6	<2	-	0.19	0.35	0.26	0.14	0.19	0.19	0.19	0.17	7.8
5	5	6	6	6	2<3	45	0.14	0.29	0.24	0.14	-	-	-	-	6.9
5	5	6	6	6	3-5	45	0.14	0.21	0.20	0.14	-	-	-	-	6.9
5	5	6	6	6	10	45	0.14	0.19	0.20	0.14	-	-	-	-	6.9
5	5	6	6	6	15	36	0.14	0.24	0.25	0.14	-	-	-	-	6.9
5	5	6	6	6	20	35	0.15	0.31	0.32	0.14	-	-	-	-	6.9
5	5	6	6	6	25	35	0.18	0.38	0.39	0.14	-	-	-	-	6.9
5	5	6	6	6	30	35	0.21	0.46	0.47	0.14	-	-	-	-	6.9
5	2	8	7	6	<2	-	0.20	0.31	0.20	0.14	0.22	0.19	0.19	0.17	6.0
5	2	6	6	6	30	44	0.39	0.33	0.34	0.14	-	-	-	-	5.1

⑤

① For Box Length = 8'-0"

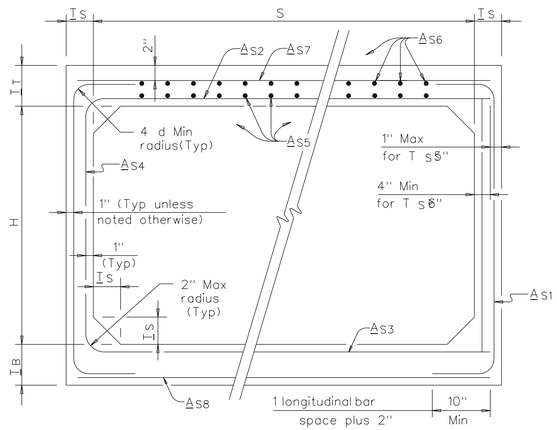
② A_{S1} thru A_{S4}, A_{S7} and A_{S8} are minimum required areas of reinforcement per linear foot of box length. A_{S6} and A_{S5} are minimum required areas of reinforcement per linear foot of box width.

⑤ These designs were created by TxDOT and are not shown in the ASTM Specifications.



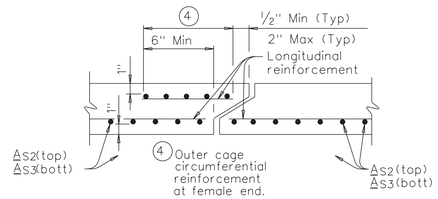
CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT



SECTION A-A

(TOP AND BOTTOM SLAB JOINT REINFORCEMENT)

GENERAL NOTES:

Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.

All concrete shall be Class "H" Concrete with a minimum compressive strength of 5,000 psi.

See SCP-MD standard sheet for miscellaneous details and notes not shown.

In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

SINGLE BOX CULVERTS PRECAST

5' - 0" SPAN

SCP-5

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

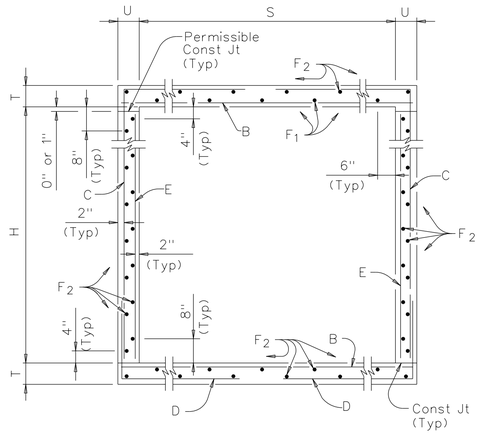
100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

DETAIL SHEET

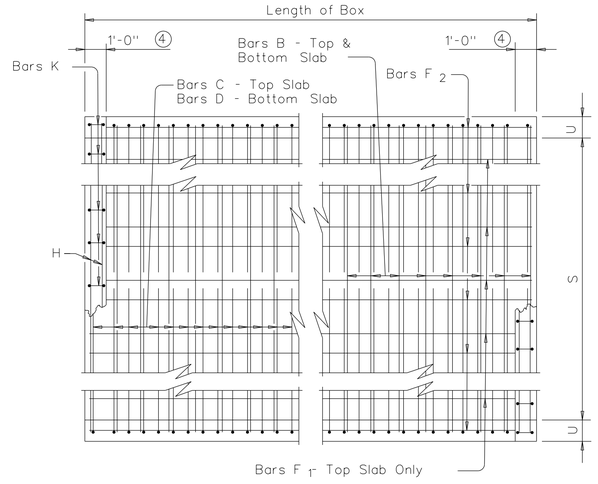
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

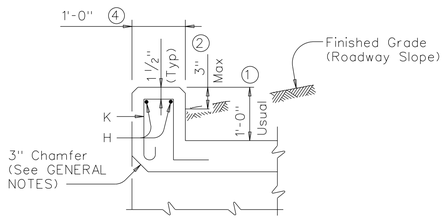
DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



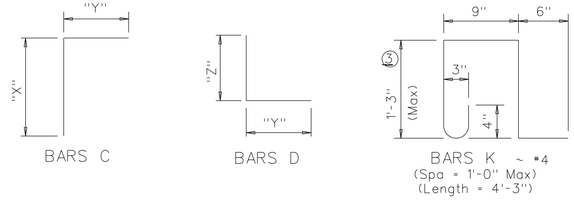
TYPICAL SECTION



PLAN OF REINF STEEL



SECTION THRU CURB



1. 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECD standard. For structures with T6 bridge rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.

2. For vehicle safety, the following requirements must be met:
   - For structures without bridge rail, curbs shall project no more than 3" above finished grade.
   - For structures with bridge rail, curbs shall be flush with finished grade.
   Curb heights shall be reduced, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.

3. For curbs less than 1'-0" high, tilt bars K or reduce bar height as necessary to maintain cover. For curbs less than 3" high, bars K may be omitted.

4. 1'-0" typical. 2'-0" when RAC standard is referred to elsewhere in the plans.

Deformed welded wire reinforcement (WWR) meeting the requirements of ASTM A1064 may be used to replace conventional reinforcement shown at the Contractor's option. The area of required reinforcement may be reduced by the ratio of 60 ksi / 70 ksi. Spacing of WWR is limited to 4" Min and 18" Max. When required, provide lap splices in the WWR of the same length required for the equivalent bar size, rounded up for wire sizes between conventional bar sizes.

Example Conversion: Replacement of No. 6 Gr 60 at 6" Spacing with WWR.
WWR required = (0.44 sq in/ 0.5') x (60 ksi/70 ksi) = 0.754 sq in/ft.
If D30.6 wire is used to meet the 0.754 sq in/ft requirement in this example, the required spacing = (0.306 sq in/ 0.754 sq in/ft) x 12 in/ft = 4.87" Max spacing.
Required lap length for the provided D30.6 wire is 2'-2" (Lap required for uncoated No. 5 bars, as shown in Item 440).

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.
Designed to the maximum fill height shown.
All reinforcing steel shall be Grade 60.
All concrete shall be Class "C" with these exceptions: use Class "S" for top slabs of culverts with overlay, with 1-to-2 course surface treatment, or with the top slab as the final riding surface.
Class "C" concrete shall have a minimum compressive strength of 3,600 psi. Class "S" concrete shall have a minimum compressive strength of 4,000 psi.
The use of permanent forms is not allowed.
The bottom edge of the top slab shall be chamfered 3" at the entrance.
Reinforcing bars shall be adjusted to provide a minimum of 1 1/4" clear cover.
Construction joints shown at the flow line may be raised a maximum of 6" at the Contractor's option. If this option is used, Bars E may be cut off or raised, and Bars C and D may be reversed.
See standard SCC-MD for skewed ends, angle sections and lengthening details.

HL93 LOADING

SINGLE BOX CULVERTS CAST-IN-PLACE

0' TO 30' FILL

SCC-5 & 6

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133
CULVERT IMPROVEMENT PROJECT

DETAIL SHEET

STATE OF TEXAS
ERIC C SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

BILLS OF REINFORCING STEEL (For Box Length = 40 feet)

SECTION DIMENSIONS				⑤ FILL HEIGHT	Bars B					Bars C						Bars D							Bars E~#4 at 18" Max			Bars F 1~#4			Bars F 2~#4 at 18" Max			Bars H 4~#4		Bars K		QUANTITIES Per foot of Barrel		Curb		Total	
S	H	T	U		No.	Size	Spa	Length	Weight	No.	Size	Spa	Length	Weight	"X"	"Y"	No.	Size	Spa	Length	Weight	"Y"	"Z"	No.	Length	Wt	No.	Spa	Length	Wt	No.	Length	Wt	Length	Wt	No.	Wt	Conc (CY)	Reinf (Lb)	Conc (CY)	Reinf (Lb)	Conc (CY)	Reinf (Lb)
5'-0"	2'-0"	7"	7"	26"	194	#5	5"	5'-11"	1,197	162	#5	6"	5'- 2"	873	2'- 5"	2'- 9"	162	#5	6"	5' - 4"	901	2' - 9"	2' - 7"	56	2' - 0"	75	8	7"	39'-9"	212	22	36'- 9"	584	5' - 11"	16	14	40	0.353	96.1	0.5	56	14.6	3,898
5'-0"	2'-0"	8"	7"	30"	194	#5	5"	5'-11"	1,197	194	#4	5"	5'- 0"	648	2'- 6"	2'- 6"	194	#4	5"	4' - 9"	616	2' - 6"	2' - 3"	56	2' - 0"	75	4	18"	39'-9"	106	22	36'- 9"	584	5' - 11"	16	14	40	0.391	80.7	0.5	56	16.1	3,282
5'-0"	3'-0"	7"	7"	26"	194	#5	5"	5'-11"	1,197	194	#4	5"	5'-11"	767	3'- 5"	2'- 6"	194	#4	5"	4' - 8"	605	2' - 6"	2' - 2"	56	3' - 0"	112	8	7"	39'-9"	212	26	36'- 9"	690	5' - 11"	16	14	40	0.396	89.6	0.5	56	16.3	3,639
5'-0"	3'-0"	8"	7"	30"	194	#5	5"	5'-11"	1,197	194	#4	5"	6'- 0"	778	3'- 6"	2'- 6"	194	#4	5"	4' - 9"	616	2' - 6"	2' - 3"	56	3' - 0"	112	4	18"	39'-9"	106	26	36'- 9"	690	5' - 11"	16	14	40	0.434	87.5	0.5	56	17.9	3,555
5'-0"	4'-0"	7"	7"	26"	194	#5	5"	5'-11"	1,197	194	#4	5"	6'-11"	896	4'- 5"	2'- 6"	194	#4	5"	4' - 8"	605	2' - 6"	2' - 2"	56	4' - 0"	150	8	7"	39'-9"	212	26	36'- 9"	690	5' - 11"	16	14	40	0.439	93.8	0.5	56	18.1	3,806
5'-0"	4'-0"	8"	7"	30"	194	#5	5"	5'-11"	1,197	194	#4	5"	7'- 0"	907	4'- 6"	2'- 6"	194	#4	5"	4' - 9"	616	2' - 6"	2' - 3"	56	4' - 0"	150	4	18"	39'-9"	106	26	36'- 9"	690	5' - 11"	16	14	40	0.477	91.7	0.5	56	19.6	3,722
5'-0"	5'-0"	7"	7"	26"	194	#5	5"	5'-11"	1,197	194	#4	5"	7'-11"	1,026	5'- 5"	2'- 6"	194	#4	5"	4' - 8"	605	2' - 6"	2' - 2"	56	5' - 0"	187	8	7"	39'-9"	212	30	36'- 9"	797	5' - 11"	16	14	40	0.483	100.6	0.5	56	19.8	4,080
5'-0"	5'-0"	8"	7"	30"	194	#5	5"	5'-11"	1,197	194	#4	5"	8'- 0"	1,037	5'- 6"	2'- 6"	194	#4	5"	4' - 9"	616	2' - 6"	2' - 3"	56	5' - 0"	187	4	18"	39'-9"	106	30	36'- 9"	797	5' - 11"	16	14	40	0.521	98.5	0.5	56	21.3	3,996
6'-0"	3'-0"	7"	7"	20"	194	#5	5"	6'-11"	1,400	162	#5	6"	6'- 6"	1,098	3'- 5"	3'- 1"	162	#5	6"	5'- 8"	957	3'- 1"	2'- 7"	56	3'-0"	112	10	7"	39'-9"	266	29	39'-9"	770	6'-11"	18	16	45	0.439	115.1	0.5	63			18.1	4,666
6'-0"	3'-0"	8"	7"	26"	162	#6	6"	6'-11"	1,683	162	#5	6"	6'- 7"	1,112	3'- 6"	3'- 1"	162	#5	6"	5'- 9"	972	3'- 1"	2'- 8"	56	3'-0"	112	5	18"	39'-9"	133	29	39'-9"	770	6'-11"	18	16	45	0.484	119.6	0.5	63			19.9	4,845
6'-0"	3'-0"	9"	8"	30"	162	#6	6"	7'- 1"	1,724	162	#5	6"	6'- 8"	1,126	3'- 7"	3'- 1"	162	#5	6"	5'-10"	986	3'- 1"	2'- 9"	56	3'-0"	112	5	18"	39'-9"	133	29	39'-9"	770	7'- 1"	19	18	51	0.556	121.3	0.5	70			22.7	4,921
6'-0"	4'-0"	7"	7"	20"	194	#5	5"	6'-11"	1,400	194	#4	5"	7' - 3"	940	4'- 5"	2'-10"	194	#4	5"	5'- 0"	648	2'-10"	2'- 2"	56	4'-0"	150	10	7"	39'-9"	266	29	39'-9"	770	6'-11"	18	16	45	0.483	104.4	0.5	63			19.8	4,237
6'-0"	4'-0"	8"	7"	26"	194	#6	5"	6'-11"	2,015	162	#5	6"	7' - 7"	1,281	4'- 6"	3'- 1"	162	#5	6"	5'- 9"	972	3'- 1"	2'- 8"	56	4'-0"	150	5	18"	39'-9"	133	29	39'-9"	770	6'-11"	18	16	45	0.527	133.0	0.5	63			21.6	5,384
6'-0"	4'-0"	9"	8"	30"	162	#6	6"	7'- 1"	1,724	162	#5	6"	7' - 8"	1,295	4'- 7"	3'- 1"	162	#5	6"	5'-10"	986	3'- 1"	2'- 9"	56	4'-0"	150	5	18"	39'-9"	133	29	39'-9"	770	7'- 1"	19	18	51	0.605	126.5	0.5	70			24.7	5,128
6'-0"	5'-0"	7"	7"	20"	194	#5	5"	6'-11"	1,400	194	#4	5"	8' - 3"	1,069	5'- 5"	2'-10"	194	#4	5"	5'- 0"	648	2'-10"	2'- 2"	56	5'-0"	187	10	7"	39'-9"	266	33	39'-9"	876	6'-11"	18	16	45	0.526	111.2	0.5	63			21.5	4,509
6'-0"	5'-0"	8"	7"	26"	194	#6	5"	6'-11"	2,015	162	#5	6"	8' - 7"	1,450	5'- 6"	3'- 1"	162	#5	6"	5'- 9"	972	3'- 1"	2'- 8"	56	5'-0"	187	5	18"	39'-9"	133	33	39'-9"	876	6'-11"	18	16	45	0.570	140.8	0.5	63			23.3	5,696
6'-0"	5'-0"	9"	8"	30"	194	#6	5"	7'- 1"	2,064	162	#5	6"	8' - 8"	1,464	5'- 7"	3'- 1"	162	#5	6"	5'-10"	986	3'- 1"	2'- 9"	56	5'-0"	187	5	18"	39'-9"	133	33	39'-9"	876	7'- 1"	19	18	51	0.654	142.8	0.5	70			26.7	5,780
6'-0"	6'-0"	7"	7"	20"	194	#5	5"	6'-11"	1,400	194	#4	5"	9' - 3"	1,199	6'- 5"	2'-10"	194	#4	5"	5'- 0"	648	2'-10"	2'- 2"	56	6'-0"	224	10	7"	39'-9"	266	37	39'-9"	982	6'-11"	18	16	45	0.569	118.0	0.5	63			23.3	4,782
6'-0"	6'-0"	8"	7"	26"	194	#6	5"	6'-11"	2,015	162	#5	6"	9' - 7"	1,619	6'- 6"	3'- 1"	162	#5	6"	5'- 9"	972	3'- 1"	2'- 8"	56	6'-0"	224	5	18"	39'-9"	133	37	39'-9"	982	6'-11"	18	16	45	0.613	148.6	0.5	63			25.0	6,008
6'-0"	6'-0"	9"	8"	30"	194	#6	5"	7'- 1"	2,064	162	#5	6"	9' - 8"	1,633	6'- 7"	3'- 1"	162	#5	6"	5'-10"	986	3'- 1"	2'- 9"	56	6'-0"	224	5	18"	39'-9"	133	37	39'-9"	982	7'- 1"	19	18	51	0.704	150.6	0.5	70			28.7	6,092

⑤ For each box size, minimum fill height shown shall be used for all culverts with less than 2'-0" of fill.

Deformed welded wire reinforcement (WWR) meeting the requirements of ASTM A1064 may be used to replace conventional reinforcement shown at the Contractor's option. The area of required reinforcement may be reduced by the ratio of 60 ksi / 70 ksi. Spacing of WWR is limited to 4" Min and 18" Max. When required, provide lap splices in the WWR of the same length required for the equivalent bar size, rounded up for wire sizes between conventional bar sizes.

Example Conversion: Replacement of No. 6 Gr 60 at 6" Spacing with WWR.
WWR required = (0.44 sq in/ 0.5') x (60 ksi/70 ksi) = 0.754 sq in/ft.
If D30.6 wire is used to meet the 0.754 sq in/ft requirement in this example, the required spacing = (0.306 sq in/ 0.754 sq in/ft) x 12 in/ft = 4.87" Max spacing.
Required lap length for the provided D30.6 wire is 2'-2" (Lap required for uncoated No. 5 bars, as shown in Item 440).

HL93 LOADING

SINGLE BOX CULVERTS
CAST-IN-PLACE
0' TO 30' FILL

SCC-5 & 6

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133
CULVERT IMPROVEMENT PROJECT

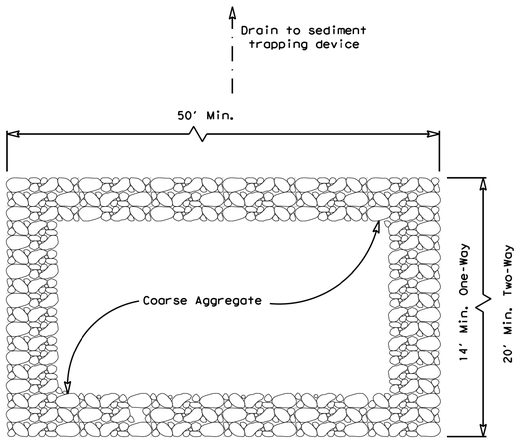
DETAIL SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

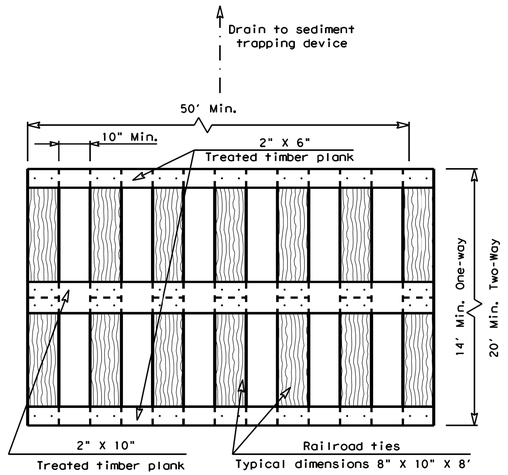
DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

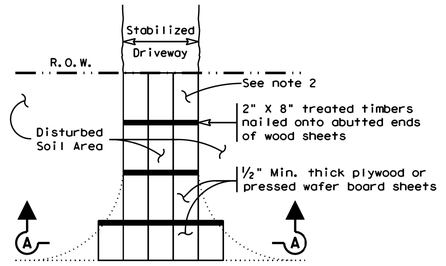
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PLAN VIEW

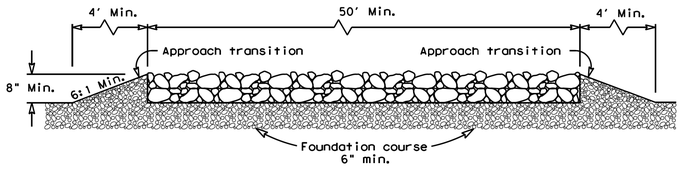


PLAN VIEW



Paved Roadway

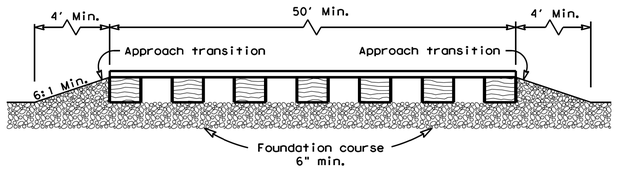
PLAN VIEW



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

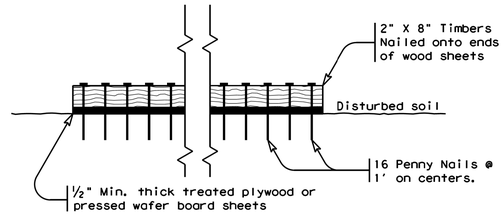
ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	HWY
	DIST	COUNTY		SHEET NO.
	DST	CTY	$EC(3A-16$	

DATE: $DATE$
FILE: $FILE$

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

DETAIL SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

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DATE: 06/30/2023 09:54 AM
FILE: DOCUMENT NAME

TABLE OF DIMENSIONS AND REINFORCING STEEL
(Wings for one structure end)

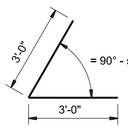
Dimensions					Variable Reinforcing				Estimated Quantities per ft of wing (2~wings) (4)		Estimated Quantities per ft of Toewall (1~toewall)	
Maximum Wingwall Height Hw	W	X	Y	Z	Bars J1		Bars J2					
					Size	Spa	Size	Spa	Reinf Lb/Ft)	Conc (CY/Ft)	Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	48.64	0.406	6.85	0.071
2'-9"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	49.31	0.424	6.85	0.071
3'-0"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	49.98	0.444	6.85	0.071
3'-3"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	53.32	0.462	6.85	0.071
3'-6"	2'-10"	10"	1'-0"	7"	#4	1'-0"	#4	1'-0"	53.98	0.480	6.85	0.071
4'-0"	3'-2"	1'-2"	1'-0"	7"	#4	1'-0"	#4	1'-0"	55.77	0.532	6.85	0.071
4'-6"	3'-2"	1'-2"	1'-0"	7"	#4	1'-0"	#4	1'-0"	59.77	0.568	6.85	0.071
5'-0"	3'-9"	1'-7"	1'-2"	7"	#4	1'-0"	#4	1'-0"	63.45	0.632	6.96	0.075
5'-6"	3'-9"	1'-7"	1'-2"	7"	#4	1'-0"	#4	1'-0"	67.46	0.668	6.96	0.075
6'-0"	4'-4"	2'-0"	1'-4"	7"	#5	1'-0"	#5	1'-0"	80.67	0.730	7.07	0.078
6'-6"	4'-4"	2'-0"	1'-4"	7"	#5	1'-0"	#5	1'-0"	85.05	0.768	7.07	0.078
7'-0"	5'-0"	2'-3"	1'-9"	8"	#5	1'-0"	#5	1'-0"	92.15	0.864	8.07	0.093
7'-6"	5'-0"	2'-3"	1'-9"	8"	#5	1'-0"	#5	1'-0"	96.54	0.902	8.07	0.093
8'-0"	5'-6"	2'-8"	1'-10"	8"	#5	6"	#5	6"	139.04	0.962	8.13	0.095
8'-6"	5'-6"	2'-8"	1'-10"	8"	#5	6"	#5	6"	144.47	1.000	8.13	0.095
9'-6"	6'-0"	2'-10"	2'-2"	9"	#5	6"	#5	6"	156.93	1.136	8.41	0.110
10'-6"	6'-5"	3'-0"	2'-5"	9"	#6	6"	#5	6"	196.27	1.234	8.57	0.117
11'-6"	7'-2"	3'-6"	2'-8"	11"	#6	6"	#6	6"	230.13	1.438	9.52	0.140
12'-6"	7'-8"	3'-9"	2'-11"	1'-0"	#7	6"	#6	6"	283.41	1.592	9.74	0.157
13'-6"	8'-2"	4'-0"	3'-2"	1'-2"	#8	6"	#6	6"	348.72	1.804	10.02	0.186
14'-6"	8'-10"	4'-5"	3'-5"	1'-4"	#9	6"	#6	6"	432.94	2.046	10.30	0.218
15'-6"	9'-6"	4'-10"	3'-8"	1'-6"	#9	6"	#7	6"	489.52	2.302	11.24	0.253
16'-0"	9'-11"	5'-0"	3'-11"	1'-7"	#9	6"	#7	6"	505.72	2.448	11.47	0.279

TABLE OF WINGWALL REINFORCING
(2~wings)

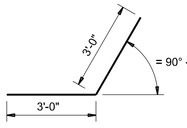
Bar	Size	No.	Spa
D1	#6	~	1'-0"
D2	#6	~	1'-0"
E1	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	~	8"
M1	#4	4	~
P	#4	~	1'-0"
V	#4	~	1'-0"

TABLE OF TOEWALL REINFORCING

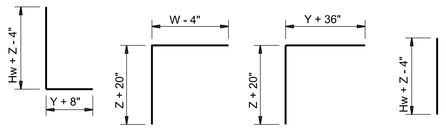
Bar	Size	No.	Spa
J3	#4	~	1'-0"
M2	#4	2	~
E2	#4	~	1'-0"



BARS D1



BARS D2



BARS J1 BARS J2 BARS J3 BARS V

WING DIMENSION FORMULAS:

(All values are in feet.)

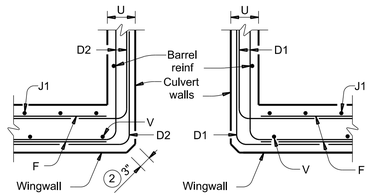
Hw = H + T + C
Lw = (Hw) (SL) + cosine (θ) for Type PW-1
= (Hw - 1') (SL) + cosine (θ) for Type PW-2 and Hw ≥ 4'
= (Hw - 0.5') (SL) + cosine (θ) for Type PW-2 and Hw < 4'

For cast-in-place culverts:
Ltw = [(N) (S) + (N + 1) (U)] + cosine (θ)

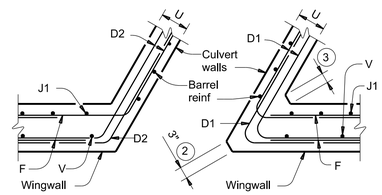
For precast culverts:
Ltw = [(N) (2 U + S) + (N - 1) (0.5')] + cosine (θ)
Total Wingwall Area (two wings ~ SF)
= (2)(Hw)(Lw) for Type PW-1
= (2)(Hw)(Lw) - 6 SF for Type PW-2 and Hw ≥ 4'
= (2)(Hw)(Lw) - 1.5 SF for Type PW-2 and Hw < 4'

Hw = Height of wingwall
Lw = Length of wingwall
Ltw = Culvert toewall length
N = Number of culvert spans
SL:1 = Channel slope ratio. (horizontal: 1 vertical, usual value is 2:1)
θ = Culvert skew

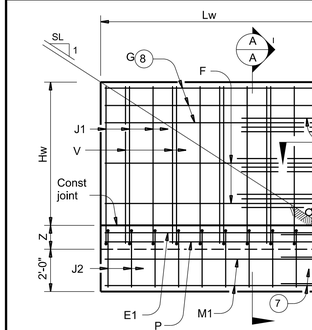
See applicable box culvert standard sheet for S, H, T, and U values.



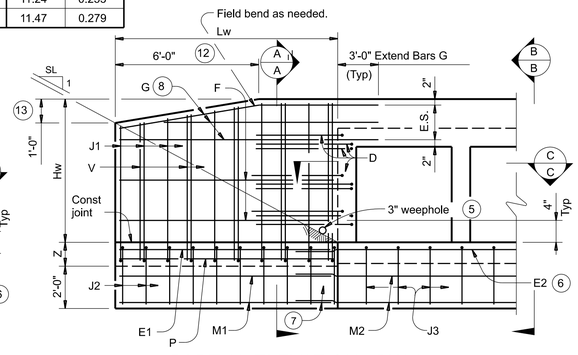
SECTION C-C - PW-1



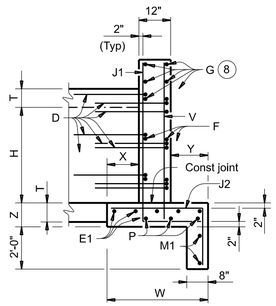
SECTION C-C - PW-2



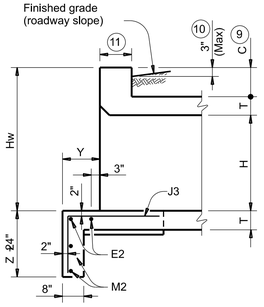
PARTIAL ELEVATION - PW-1



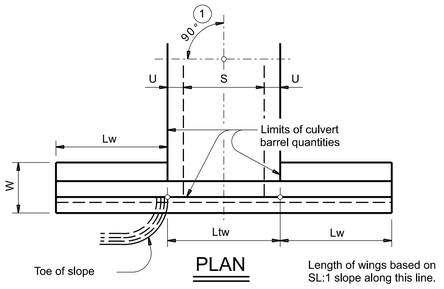
PARTIAL ELEVATION - PW-2



SECTION A-A
(Showing wing reinforcement.)



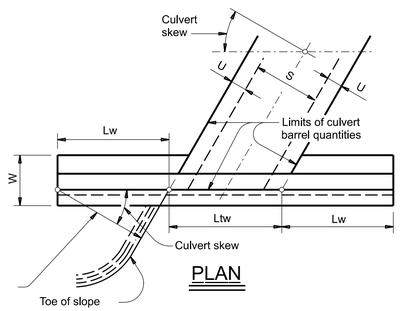
SECTION B-B
(Showing wing reinforcement.)



PLAN

Length of wings based on SL:1 slope along this line.

DETAILS FOR NON-SKEWED BOX CULVERTS



PLAN

DETAILS FOR SKEWED BOX CULVERTS
(Showing 30° skew.)

1. Skew = 0°
2. At discharge end, chamfer may be ¾" minimum.
3. For 15° skew ~ 1"
   For 30° skew ~ 2"
   For 45° skew ~ 3"
4. Quantities shown are for two Type PW-1 wings. Adjust concrete volume for Type PW-2 wings. To determine estimated quantities for two wings, multiply the tabulated values by Lw. Quantities shown do not include weight of Bars D.
5. Provide weepholes for Hw = 5'-0" and greater. Fill around weepholes with coarse gravel.
6. Extend Bars E2 1'-6" minimum into the wingwall footing.
7. Lap Bars M1 1'-6" minimum with Bars M2.
8. Place Bars G as shown, equally spaced at 8" maximum. Provide at least two pairs of Bars G per wing.
9. 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0, refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Box Culvert Rail Mounting Details (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.
10. For vehicle safety, the following requirements must be met:
    - For structures without bridge rail, construct curbs no more than 3" above finished grade.
    - For structures with bridge rail, construct curbs flush with finished grade.

    Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
11. 1'-0" typical. 2'-3" when the Box Culvert Rail Mounting Details (RAC) standard sheet is referred to elsewhere in the plans.
12. 3'-0" for Hw < 4'.
13. 6" for Hw < 4'.

DESIGNER NOTES:
Type PW-1 can be used for all applications and must be used if railing is to be mounted to the wingwall.
Type PW-2 can only be used for applications without a railing mounted to the wingwall.

MATERIAL NOTES:
Provide Class C concrete (f'c=3,600 psi).
Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.

GENERAL NOTES:
Designed in accordance with AASHTO LRFD Bridge Design Specifications.
Depth of toewalls for wingwalls and culverts may be reduced or eliminated when founded on solid rock, when directed by the Engineer.
See Box Culvert Supplement (BCS) standard sheet for wingwall type and additional dimensions and information.
Quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for the Contractor's information only.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing dimensions are out-to-out of bars.

Texas Department of Transportation — Bridge Division Standard

CONCRETE WINGWALLS
WITH PARALLEL WINGS FOR BOX CULVERTS TYPES PW-1 AND PW-2

PW

FILE:	DN: GAF	CK: CAT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	____	___	_____	_____
	DIST	COUNTY		SHEET NO.
	___	_____		AA

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

100% WHARTON COUNTY ROAD 133 CULVERT IMPROVEMENT PROJECT

DETAIL SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 14 OF 14

OWNER

WHARTON COUNTY – PCT. 1
3738 FM 3012
WHARTON, TX 77488
(979) 532–1991

CIVIL

SCHEIBE CONSULTING, LLC
TBPE FIRM # 13880
PO BOX 161357
AUSTIN, TX 78716
(512) 263–0418

SURVEY – TOPOGRAPHIC

SCHEIBE CONSULTING, LLC
11612 BEE CAVES RD., STE 240
AUSTIN, TX 78738

SURVEY – BOUNDARY

KOLANCY SURVEYING COMPANY
140 S. HOUSTON ST.
WHARTON, TX 77488
(979) 532–8056

SURVEY – CONTOURS

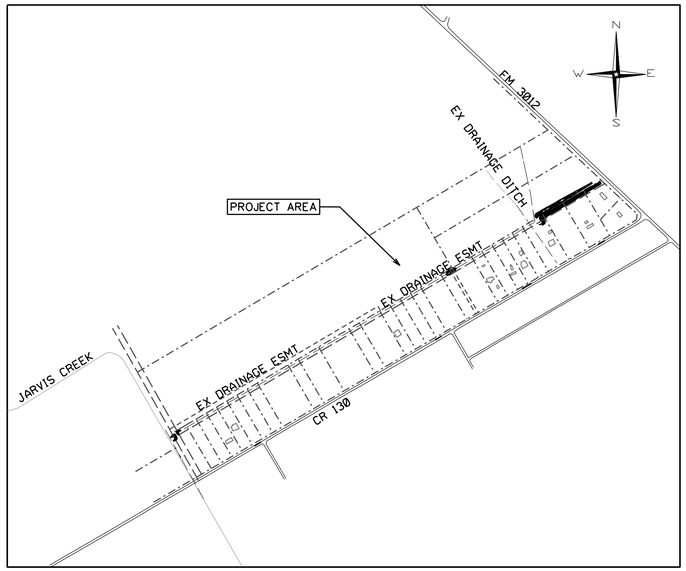
GANEM & KELLY SURVEYING, INC
101 LAMAR ST., STE 5
POINT COMFORT, TX 77978
(361) 987–2011

CR 130 CULVERT AND BERM IMPROVEMENTS PROJECT 100% DESIGN

WHARTON CO.

SHEET INDEX

1 COVER
2 GENERAL NOTES
3 LAYOUT SHEET
4 TEMPORARY EROSION CONTROL
5 TEMPORARY EROSION CONTROL
6 DEMO SHEET
7 DEMO SHEET
8 DEMO SHEET
9 DEMO SHEET
10 CULVERT
11 CULVERT
12 BERM
13 DETAIL SHEET
14 DETAIL SHEET
15 DETAIL SHEET



VICINITY MAP

NOTE:

1. PROPOSED DRAINAGE EASEMENT SHOWN IN THESE PLANS ARE DRAFT AND AS OF THE DATE OF THESE PLANS, NONE OF THE DRAINAGE EASEMENTS HAVE BEEN RECORDED.

2. CONTRACTOR SHALL COORDINATE WITH ENGINEER OF RECORD PRIOR TO CONSTRUCTION ACTIVITIES TO ENSURE DRAINAGE EASEMENTS ARE RECORDED PRIOR TO COMMENCING WORK.

3. THIS PROJECT IS LOCATED WITHIN THE FEMA 100–YR FLOODPLAIN OF JARVIS CREEK, AS PER FEMA PANEL 0370, DATED DECEMBER 21, 2017.

REVISION CORRECTION TABLE

REVISION/CORRECTION NUMBER	DESCRIPTION OF REVISION/CORRECTION	SHEETS REVISED OR ADDED	NET CHANGE IN IMPERVIOUS COVER	TOTAL IMPERVIOUS COVER	PERCENT OF IMPERVIOUS COVER FOR THE ENTIRE SITE

I, ERIC C. SCHEIBE, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCITON, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

JUDGE

HONORABLE JUDGE PHILLIP SPENRATH

COMMISSIONERS

RICHARD ZAHN, PCT. 1
BUD GRAVES, PCT. 2
STEVEN GEOTSCH, PCT. 3
DOUG MATTHEWS, PCT. 4

DRAINAGE DEPARTMENT

RUSTY GRAVES

PERMITS & INSPECTION

MONICA MARTIN

SHEET NUMBERS: 15
REVIEWED BY:

WHARTON CO. DRAINAGE DEPARTMENT DATE

HONORABLE JUDGE PHILLIP SPENRATH DATE

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY ROAD 130
CULVERT AND BERM IMPROVEMENTS

COVER SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 BEFORE DIGGING BEGINS.

2. ALL CONSTRUCTION SHALL COMPLY WITH TCEQ SWPPP REQUIREMENTS. COUNTY IS REQUIRED TO FILE SWPPP PRIOR TO COMMENCING WORK.

3. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WHARTON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

4. ANY STOCKPILED PIPE REMOVAL AS PART OF THIS PROJECT SHALL BE OFFERED TO LOCAL COMMISSIONER PRIOR TO REUSE OR HAUL-OFF BY CONTRACTOR.

NOTES:

1. THIS PROJECT IS LOCATED IN THE JARVIS CREEK WATERSHED.

2. THERE IS A FEMA DESIGNATED 100-YR FLOODPLAIN WITHIN THE LIMITS OF THIS PROPERTY, AS PER THE MOST RECENT FEMA FLOOD INSURANCE RATE MAP #48481C0370F, FIRM PANEL #0370, DATED DECEMBER 21, 2017.

3. IF THE COUNTY CHOOSES TO USE AN INDEPENDENT CONTRACTOR THEN NEITHER THE COUNTY NOR ITS AGENTS, EMPLOYEES OR CONSULTANTS SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY THE CONTRACTOR, OR ANY SAFETY OF THE CONTRACTOR OR ANY SUBCONTRACTOR.

4. NEITHER THE COUNTY NOR IT AGENTS, EMPLOYEES OR CONSULTANTS SHALL BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY PERSON (EXCEPT ITS OWN EMPLOYEES OR AGENTS OR CONSULTANTS) AT THE PROJECT SITE OR OTHERWISE PERFORMING ANY OF THE WORK OF THE PROJECT.

5. ALL CONSTRUCTION SHALL CONFORM TO WHARTON COUNTY AND TXDOT STANDARDS.

6. ALL EXCAVATED MATERIAL SHALL BE HAULED OFF-SITE AND DISPOSED OF AT NO COST TO THE COUNTY, UNLESS OTHERWISE NOTED ON THESE PLANS.

7. THERE WILL BE NO SEPARATE PAYMENT FOR WORK SHOWN ON THESE PLANS, UNLESS SPECIFICALLY ESTABLISHED IN THE BID SECTION OF THE CONTRACT DOCUMENTS. INCLUDE COST OF THIS WORK IN THE CONTRACT UNIT PRICE FOR ITEMS OF WHICH THIS WORK IS A COMPONENT OR INCIDENTAL.

8. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES, INCLUDING BUT NOT LIMITED TO WATER LINES, WASTEWATER COLLECTION SYSTEMS, ELECTRIC UTILITY LINES AND POLES, TELECOMMUNICATION LINES, AND STORM SEWERS, DURING CONSTRUCTION. ALL DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS AND SPECIFICATIONS WITH NO COST TO THE COUNTY OR THE UTILITY OWNER.

9. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND ALL REGULATIONS OF UTILITY COMPANIES CONCERNING SAFETY AND HEALTH PRACTICES.

10. CONTRACTOR SHALL REMOVE ALL MUD, DIRT AND DEBRIS DEPOSITED OR DROPPED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. MATERIAL THAT IS HAZARDOUS TO TRAFFIC SHALL BE REMOVED IMMEDIATELY.

11. ALL TRAFFIC CONTROL AND WARNING SIGNS SHALL BE IN ACCORDANCE WITH TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN TO THE ENGINEER AS A SUBMITTAL PRIOR TO IMPLEMENTATION.

12. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL OBTAIN ALL CONSTRUCTION PERMITS PRIOR TO STARTING CONSTRUCTION.

13. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY.

14. THE CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.

15. ALL REQUIRED RELOCATIONS OR ALTERATIONS OF TELEPHONE POLES, UNDERGROUND UTILITIES, POWER POLES, GAS LINES, AND ANY OTHER FACILITIES SHALL BE COORDINATED BY THIS CONTRACTOR. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE HIS WORK WITH THAT OF OTHER CONTRACTORS AND UTILITY COMPANIES SO AS NOT TO DELAY THE PROJECT.

16. ALL DISTURBED AREAS SHALL BE REVEGETATED AS PER THE PERMANENT VEGETATION STABILIZATION NOTES.

17. ALL PROPOSED CMP CULVERTS SHALL BE ALUMINIZED STEEL, TYPE 2, MEETING AASHTO SPECIFICATION M274 AND ASTM A929. ALL CMP CULVERTS SHALL BE MIN. 12 GAUGE.

18. ENGINEER SHALL PROVIDE CONTRACTOR WITH SWPPP DOCUMENT FOR POSTING ON THE JOB SITE AND SHALL PERFORM SWPPP INSPECTIONS. ENGINEER SHALL HAVE DISCRETION IN RELOCATING AND REQUIRING ADDITIONAL TEMPORARY EROSION CONTROL MEASURES, AS NEEDED, AND AT NO ADDITIONAL COST TO THE COUNTY.

CONSTRUCTION SEQUENCE:

1. CONTACT OWNER, ENGINEER, AND OTHER AFFECTED PARTIES AS APPLICABLE PRIOR TO BEGINNING CONSTRUCTION, FOR ATTENDANCE AT A PRECONSTRUCTION MEETING.

2. INSTALL ALL TEMPORARY EROSION CONTROL DEVICES

3. LOCATE UNDERGROUND UTILITIES AND VERIFY ALL ABOVE AND BELOW GROUND UTILITIES HAVE BEEN REMOVED/RELOCATED BY UTILITY OWNER PRIOR TO EARTHWORK ACTIVITIES. IF UTILITIES HAVE NOT BEEN RELOCATED, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

4. SCARIFY/REMOVE TOPSOIL AND STOCKPILE. ROUGH GRADE POND AND REMOVE TREES.

6. FINAL GRADE BERM AND CHANNEL TO GRADES AS SHOWN ON PLANS AND INSTALL CULVERTS AND SURFACE PAVEMENT AT CULVERT CROSSINGS. RE-APPLY TOP SOIL AND RE-SEED ALL DISTURBED SURFACES. THE CONTRACTOR IS RESPONSIBLE FOR ALL RE-SEEDING OF DISTURBED AREAS.

7. CLEAN-UP SITE AND CONDUCT FINAL SITE INSPECTION WITH ENGINEER. OBTAIN ENGINEER'S SIGNOFF PRIOR TO REMOVAL OF TEMPORARY EROSION CONTROL MEASURES.

8. REMOVE TEMPORARY EROSION CONTROL DEVICES ONCE DISTURBED SURFACES HAVE STABILIZED.

PERMANENT VEGETATIVE STABILIZATION:

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING IS CONSIDERED TO BE TEMPORARY STABILIZATION ONLY. IF COOL SEASON COVER CROPS EXIST WHERE PERMANENT VEGETATIVE STABILIZATION IS DESIRED, THE GRASSES SHALL BE MOWED TO A HEIGHT OF LESS THAN ONE-HALF (1/2) INCH AND THE AREA SHALL BE RE-SEEDED IN ACCORDANCE WITH 2 BELOW.

2. FROM MARCH 2 TO SEPTEMBE 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION. BERMUDA GRASS IS A WARM SEASON GRASS AND IS CONSIDERED PERMANENT EROSION CONTROL.

A. FERTILIZER SHALL BE A WATER SOLUBLE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1#2 POUND PER 1000 SF.

B. HYDROMULCH SHALL COMPLY WITH TABLE 2, BELOW.

C. PERMANENT EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1 1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.

CR 130 Culvert and Berm Improvements

Item No.	Qnty	Unit	Item Code	Item Description
1	1.5	AC	TxDOT Item 100	Prepare ROW
2	353	CY	TxDOT Item 110	Excavation (Channel)
3	2,867	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)
4	2,185	CY	TxDOT Item 132	Embankment, Type D, Final Position
5	377	SY	TxDOT Item 506	Temp. Construction Entrance, Type 1 Aggregate
6	32	LF	TxDOT Item 506	18" Tall Rock Filter Dam (Ty 1)
7	198	LF	TxDOT Item 460	72" CMP (Aluminized Steel), Circular, 14 Gauge
8	147	LF	TxDOT Item 460	60" CMP (Aluminized Steel), Circular, 14 Gauge
9	22	CY	TxDOT Item 247	6" Flexible Base, Type C, Complete-In-Place
10	22	CY	TxDOT Item 247	6" Gravel Surface (TY A, GR 1) Complete-in-Place
11	32	CY	TxDOT Item 401	Flowable Backfill (Excavatable)
12	1	MO	TxDOT Item 510	Traffic Control
13	167	LF	SS Item 552	Remove/Replace Steel Fence
14	0.7	AC	TxDOT Item 752	Tree and Brush Removal
15	101	LF	TxDOT Item 506	Silt Fence for Staging Area
16	7,444	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay
17	1	LS	TxDOT Item 500	Mobilization Payment
Add Alternative #1 Bid Items				
1	1.5	AC	TxDOT Item 100	Prepare ROW
2	899	CY	TxDOT Item 110	Excavation (Channel)
4	1	AC	TxDOT Item 752	Tree and Brush Removal
5	7,430	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay
Add Alternative #2 Bid Items				
1	0.1	AC	TxDOT Item 100	Prepare ROW
2	177	CY	TxDOT Item 132	Embankment, Type D, Final Position
3	222	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)
4	0.1	AC	TxDOT Item 752	Tree and Brush Removal
5	559	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR EXCAVATION), AS SHOWN ON PLANS.

2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE THE BASIS FOR A TPDES REQUIRED SWPPP. IF A SWPPP IS REQUIRED, IT SHALL BE AVAILABLE FOR REVIEW AT ALL TIMES DURING CONSTRUCTION.

3. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE ENGINEER OF RECORD OR COUNTY OFFICIAL AS APPROPRIATE.

4. THE CONTRACTOR IS REQUIRED TO ALSO PROVIDE AN INSPECTOR TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.

5. PRIOR TO FINAL ACCEPTANCE BY THE COUNTY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED.

6. TEMPORARY AND PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW.
A. ALL DISTURBED AREA TO BE REVEGETATED ARE REQUIRED TO PLACE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL. THE TOPSOIL SHALL BE COMPOSED OF 4 PARTS OF SOIL MIXED WITH 1 PART COMPOST, BY VOLUME. THE COMPOST SHALL MEET THE DEFINITION OF COMPOST AS DEFINED BY TxDOT SPECIFICATION ITEM 161. THE SOIL SHALL BE LOCALLY AVAILABLE NATIVE SOIL THAT MEETS THE FOLLOWING SPECIFICATIONS:

- SHALL BE FREE OF TRASH, WEEDS, DELETERIOUS MATERIALS, ROCKS, AND DEBRIS.

- 100% SHALL PASS THROUGH A 1.5-INCH (38-mm) SCREEN.

- SOIL TO BE A LOAMY MATERIAL THAT MEETS THE REQUIREMENTS OF THE TABLE BELOW IN ACCORDANCE WITH THE USDA TEXTURAL TRIANGLE. TEXTURAL COMPOSITION SHALL MEET THE FOLLOWING CRITERIA:

TEXTURAL CLASS	MINIMUM	MAXIMUM
CLAY	5%	50%
SILT	10%	50%
SAND	15%	67%

- CONTRACTOR MAY PROPOSE USE OF ONSITE SALVAGED TOPSOIL WHICH DOES NOT MEET THE SOIL TEXTURE CLASS REQUIRED ABOVE. ALT. TOPSOIL SHALL BE ALLOWED IF APPROVED BY THE ENGINEER. ENGINEER APPROVAL IS REQUIRED PRIOR TO PLACEMENT OF TOPSOIL.

7. ALL SLOPES 4:1 OR STEEPER SHALL HAVE SOIL RETENTION BLANKETS (TYPE 1, CLASS A) AS PER TXDOT BID ITEM 169.

FILL NOTES:

1. ALL FILL MATERIAL SHALL BE CONSTRUCTED OF LOCALLY AVAILABLE SANDY-CLAY MATERIAL. ALL FILL MATERIAL SHALL BE FREE OF DELETERIOUS MATERIALS, INCLUDING ORGANIC MATERIAL, ROCKS, AND OTHER SIMILAR MATERIAL PRIOR TO PLACEMENT.

2. BACKFILL SHALL BE CONSTRUCTED WITH A MAXIMUM SIDE SLOPE OF 3:1, AND SHALL BE CONSTRUCTED IN HORIZONTALLY PLACED LOOSE LIFTS OF NOT MORE THAN 8 INCHES IN THICKNESS. LIFT THICKNESS SHALL BE DECREASED WHEN USING LIGHT COMPACTION EQUIPMENT. FILL MATERIAL SHALL BE COMPACTED TO 90% OF THE MAXIMUM DRY DENSITY. PRIOR TO PLACEMENT OF FILL MATERIAL, EXISTING SUBGRADE SHALL BE SCARIFIED, MOISTURE CONDITIONED, AND COMPACTED. THE TOP 12-INCHES OF SUBGRADE SHALL BE REMOVED PRIOR TO PLACEMENT OF FILL MATERIAL. MOISTURE CONTENT OF MOISTURE CONDITIONED SUBGRADE SHALL BE AT OPTIMUM TO PLUS 3 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT AT THE TIME OF COMPACTION. RE-USE OF EXISTING MATERIAL MAY REQUIRE SOME WETTING OR DRYING TO PRODUCE THE NECESSARY MOISTURE CONTENT AT THE TIME OF COMPACTION. FILL MATERIAL SHALL NOT BE PLACED ON SOILS THAT HAVE BEEN RECENTLY SUBJECTED TO PRECIPITATION OR SATURATION. ALL WET SOILS SHOULD BE REMOVED OR ALLOWED TO DRY PRIOR TO CONTINUATION OF FILL PLACEMENT OPERATIONS. BORROW FILL MATERIALS, IF REQUIRED, SHALL NOT CONTAIN WET MATERIALS AT THE TIME OF PLACEMENT.

3. IF TESTING LABS ARE NOT AVAILABLE FOR THIS PROJECT, THEN COMPACTION AND FILL MATERIAL PLACEMENT SHALL BE ACHIEVED AS NOTED BELOW:

A. COMPACTION: EACH LAYER OF SOIL SHOULD BE COMPACTED BY ROUTING THE HAULING AND SPREADING EQUIPMENT (MIN. GROUND PRESSURE OF 7 PSI) OVER THE FILL MATERIAL IN SUCH A MANNER THAT EVERY POINT ON THE SURFACE OF EACH LAYER OF FILL WILL BE TRAVERSED BY NOT LESS THAN 1 TREAD TRACK OF THE SPREADING EQUIPMENT. CARE SHALL BE TAKEN IN USING HAULING AND SPREADING EQUIPMENT OVER CMP PIPE WITH LESS THAN 3 FT OF COVER, AS DAMAGE TO PIPE CAN OCCUR.

B. MOISTURE CONDITIONING: A RULE OF THUMB IS THAT THE SOIL SHALL HAVE ENOUGH MOISTURE TO FORM A BALL, AT WHICH POINT IT IS CLOSE TO OPTIMUM MOISTURE CONTENT NEEDED FOR COMPACTION. TOO DRY OR TOO MOIST SOILS WILL NOT COMPACT PROPERLY. SANDY MATERIAL SHALL NOT BE USED FOR FILL MATERIAL.

4. FILL MATERIAL MUST BE PREPARED PRIOR TO PLACEMENT. ANY TOPSOIL, ORGANIC SOIL, TREE ROOTS, VEGETATION, DELETERIOUS MATERIALS (WOOD), WET SOILS, AND SOFT OR LOOSE SOILS, SHALL BE REMOVED FROM THE PROPOSED FILL AREA.

5. ALL OF THE BACK FILL MATERIAL FOR CULVERTS SHALL CONSIST OF CLEAN RIVER SAND, PEAGRAVEL, OR 1" GRAVEL WITHIN THE BEDDING ENVELOPE, UNLESS OTHERWISE NOTED ON THE PLANS.

6. ALL CULVERT TRENCHES SHALL BE CUT INTO COMPACTED FILL MATERIAL WITH A TRENCH WIDTH THAT PROVIDES A MINIMUM OF 18-INCHES ON EACH SIDE OF THE PIPE BEING PLACED.

7. CEMENT STABILIZED SAND BACKFILL SHALL ADHERE TXDOT ITEM 401 AND SHALL BE AN "EXCAVATABLE" MIX.

8. GRAVEL PAVEMENT OVER DRIVEWAYS SHALL CONSIST OF MIN. 6-INCH THICK LAYER OF 1" TO 3" OPEN GRADED ROCK. GRAVEL LAYER SHALL BE PLACED ON MIN. 6" THICK FLEXIBLE BASE UNLESS OTHERWISE SHOWN ON PLANS OR DETAILS. FLEX BASE SHALL ADHERE TO TXDOT SPEC 247.

BM AND SURVEY POINTS PROVIDED BY GANEM & KELLY SURVEYING
PROJECT CONTROL:
HDRZ: NAD83, VERT: NGVD88

1. BENCHMARK
N: 13657374.870
E: 2911403.108
Z: 91.743
⅝ IRS

2. BENCHMARK
N: 13659129.650
E: 2914322.506
Z: 91.583
⅝IRS

3. BENCHMARK
N: 13660332.100
E: 2915954.360
Z: 91.908
⅝ IRS

4. BENCHMARK
N: 13660606.330
E: 2915558.351
Z: 92.864
⅝ IRS

TABLE 2: HYDROMULCHING FOR PERMANENT VEGETATIVE STABILIZATION

MATERIAL	DESCRIPTION	LONGEVITY	TYPICAL APPLICATIONS	APPLICATION RATES
BONDED FIBER MATRIX (BFM)	80% ORGANIC DEFIBRATED FIBERS 10% TACKIFIER	6 MONTHS	ON SLOPES UP TO 2:1 AND EROSIVE SOIL CONDITIONS	2500 TO 4000 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)
FIBER REINFORCED MATRIX (FRM)	65% ORGANIC DEFIBRATED FIBERS 25% REINFORCING FIBERS OR LESS 10% TACKIFIER	UP TO 12 MONTHS	ON SLOPES UP TO 1:1 AND EROSIVE SOIL CONDITIONS	3000 TO 4500 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

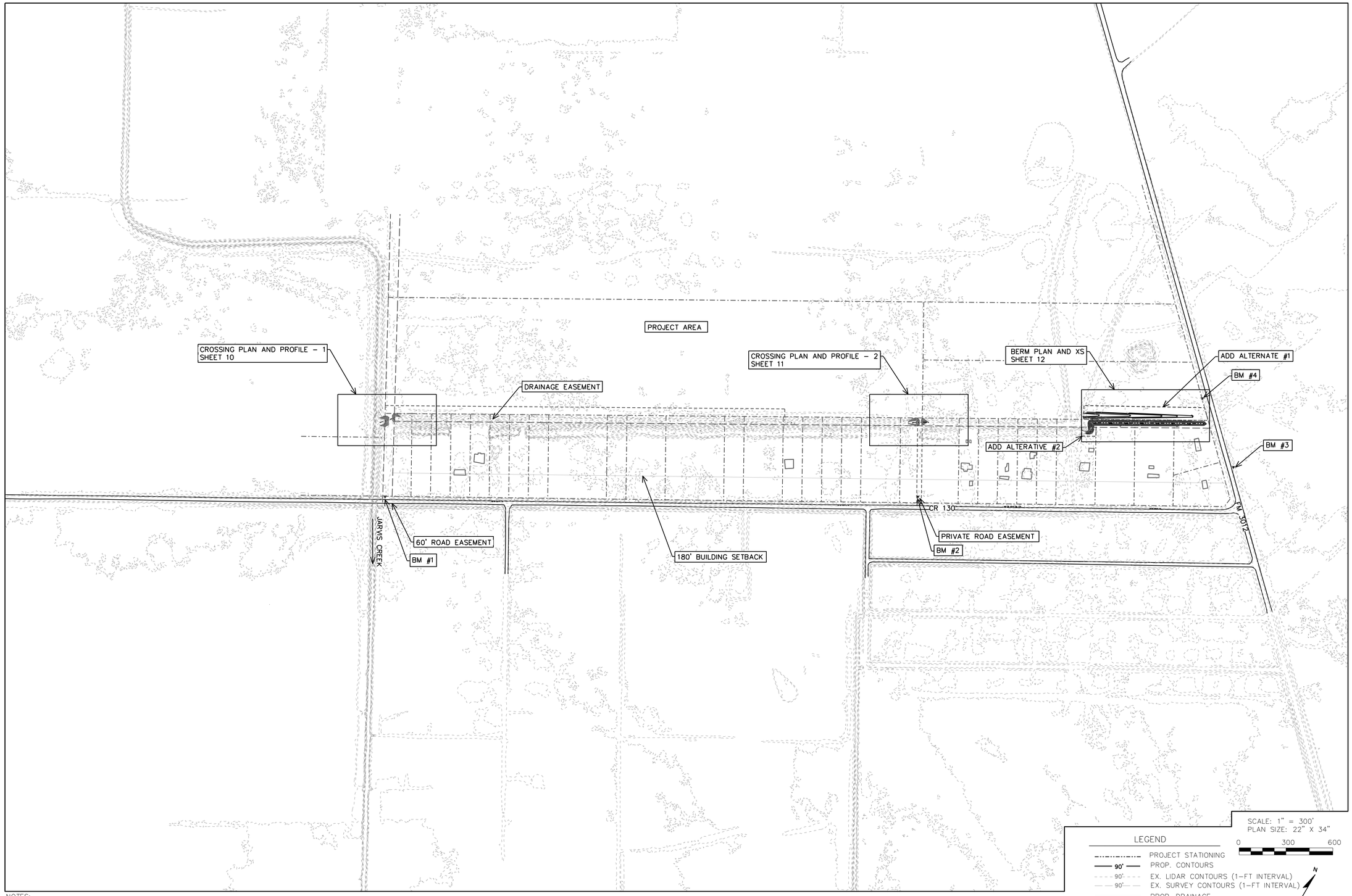
WHARTON COUNTY ROAD 130
CULVERT AND BERM IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA FOR ILLUSTRATIVE PURPOSES.
2. AREAS IN DASHED BOXES ARE "ADD ALTERNATIVE'S" IN THE BID.

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. LIDAR CONTOURS (1–FT INTERVAL)
- 90' EX. SURVEY CONTOURS (1–FT INTERVAL)
- PROP. DRAINAGE
- EASEMENT
- PROPERTY LINE
- EX STEEL FENCE
- EX. HOG WIRE FENCE
- EX. PAVEMENT
- EX. BLDG
- FEMA 100YR FP
- PROP. 100YR FP LIMITS
- LOC LIMIT OF CONSTRUCTION
- RFD1 PROP. ROCK FILTER DAM
- SURVEY BENCHMARK

SCALE: 1" = 300'
PLAN SIZE: 22" X 34"
0 300 600

N

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

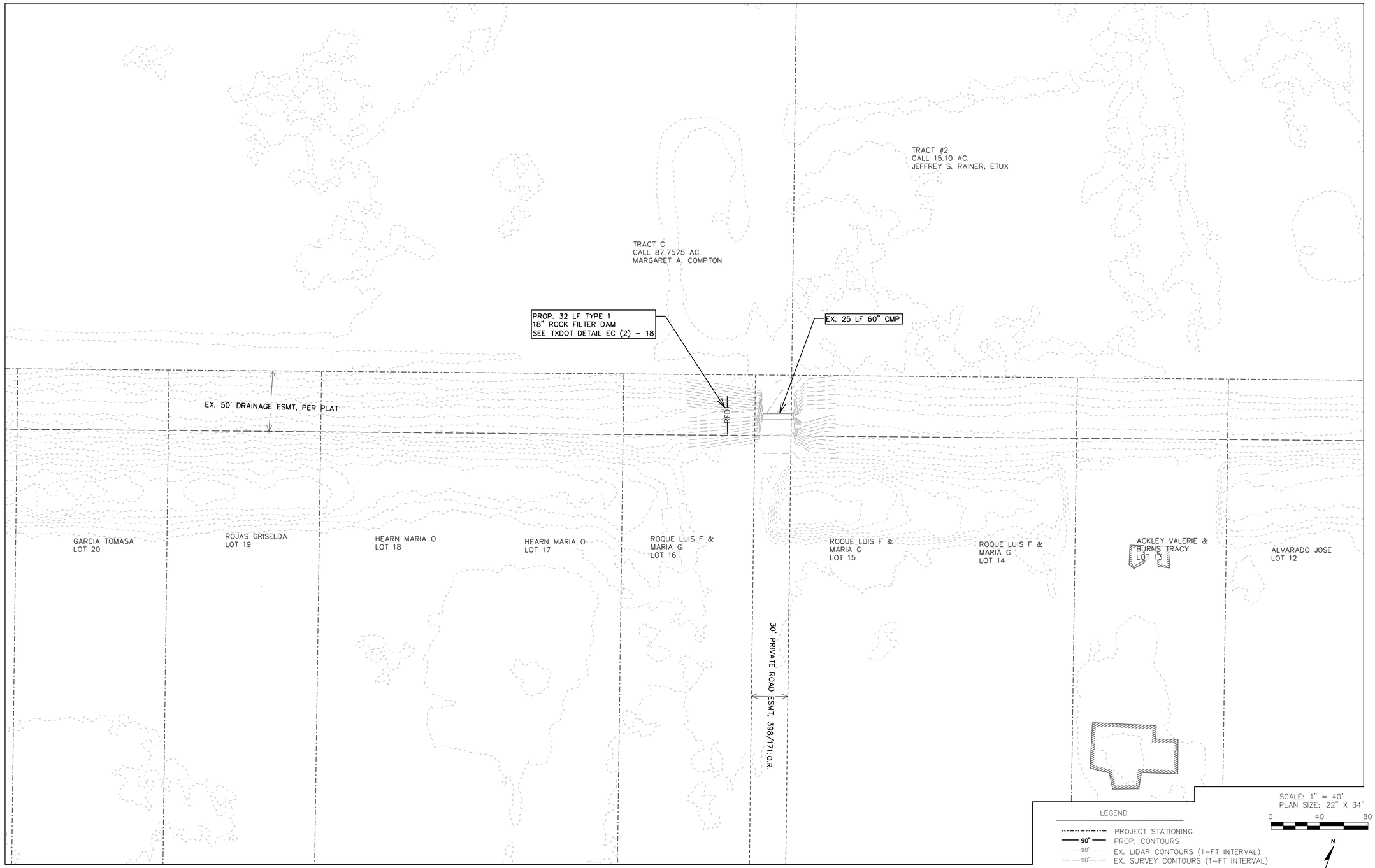
WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

LAYOUT SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA FOR ILLUSTRATIVE PURPOSES.
2. CONTRACTOR SHALL IMPLEMENT TYPE 1 ROCK FILTER DAM AS PER TCP EC (2) – 16, REF. DETAIL.
3. REFERENCE GENERAL NOTES
4. REFERENCE DETAIL SHEETS.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
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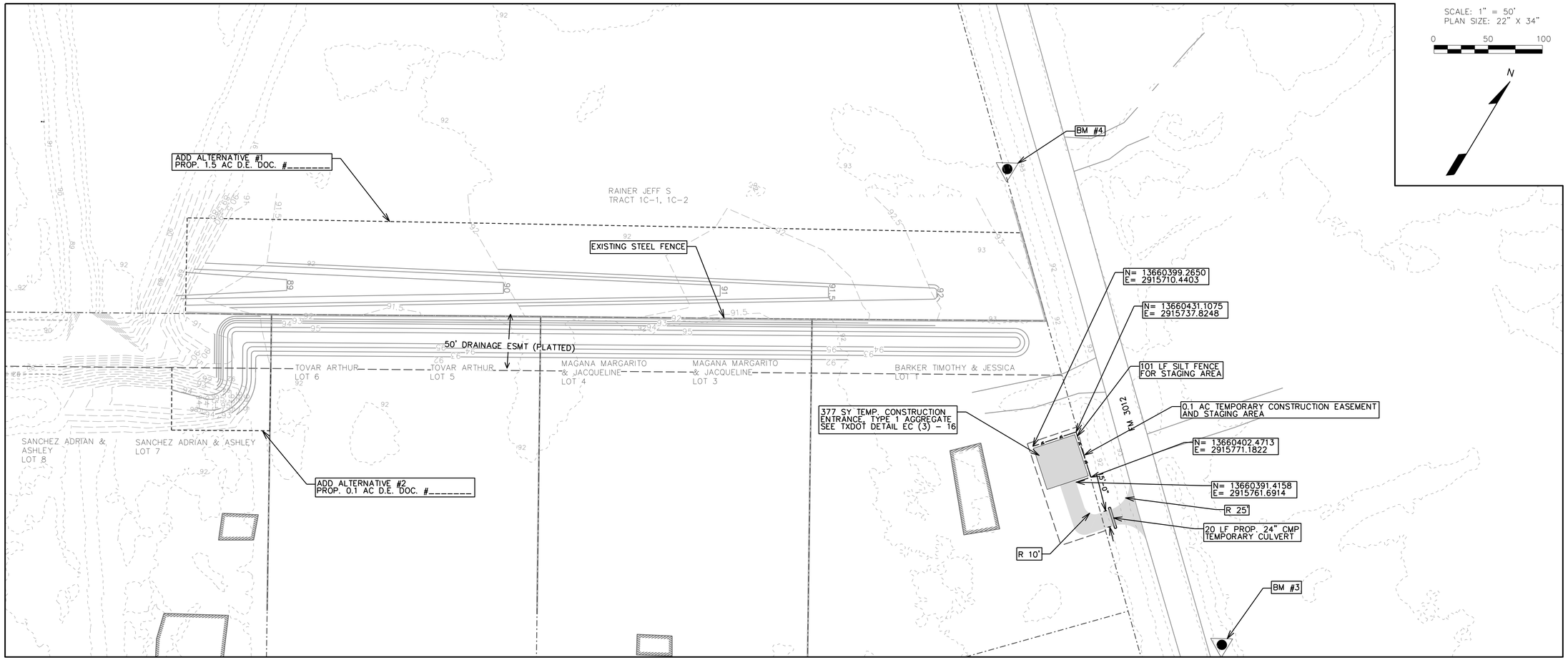
WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

TEMPORARY EROSION CONTROL

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 50'
PLAN SIZE: 22" X 34"

0 50 100

N

NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LIDAR TOPOGRAPHIC DATA FOR ILLUSTRATIVE PURPOSES.
2. CONTRACTOR SHALL IMPLEMENT TYPE 1 ROCK FILTER DAM AS PER TCP EC (2) - 16, REF. DETAIL.
3. REFERENCE GENERAL NOTES
4. REFERENCE DETAIL SHEETS.
5. AREAS IN DASHED BOX ARE "ADD ALTERNATIVE'S" IN THE BID.

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. LIDAR CONTOURS (1-FT INTERVAL)
- 90' EX. SURVEY CONTOURS (1-FT INTERVAL)
- PROP. BERM
- EASEMENT
- PROPERTY LINE
- PROP. CHANNEL
- EXISTING STEEL FENCE
- PROP. BLDG
- SURVEY BENCHMARK

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
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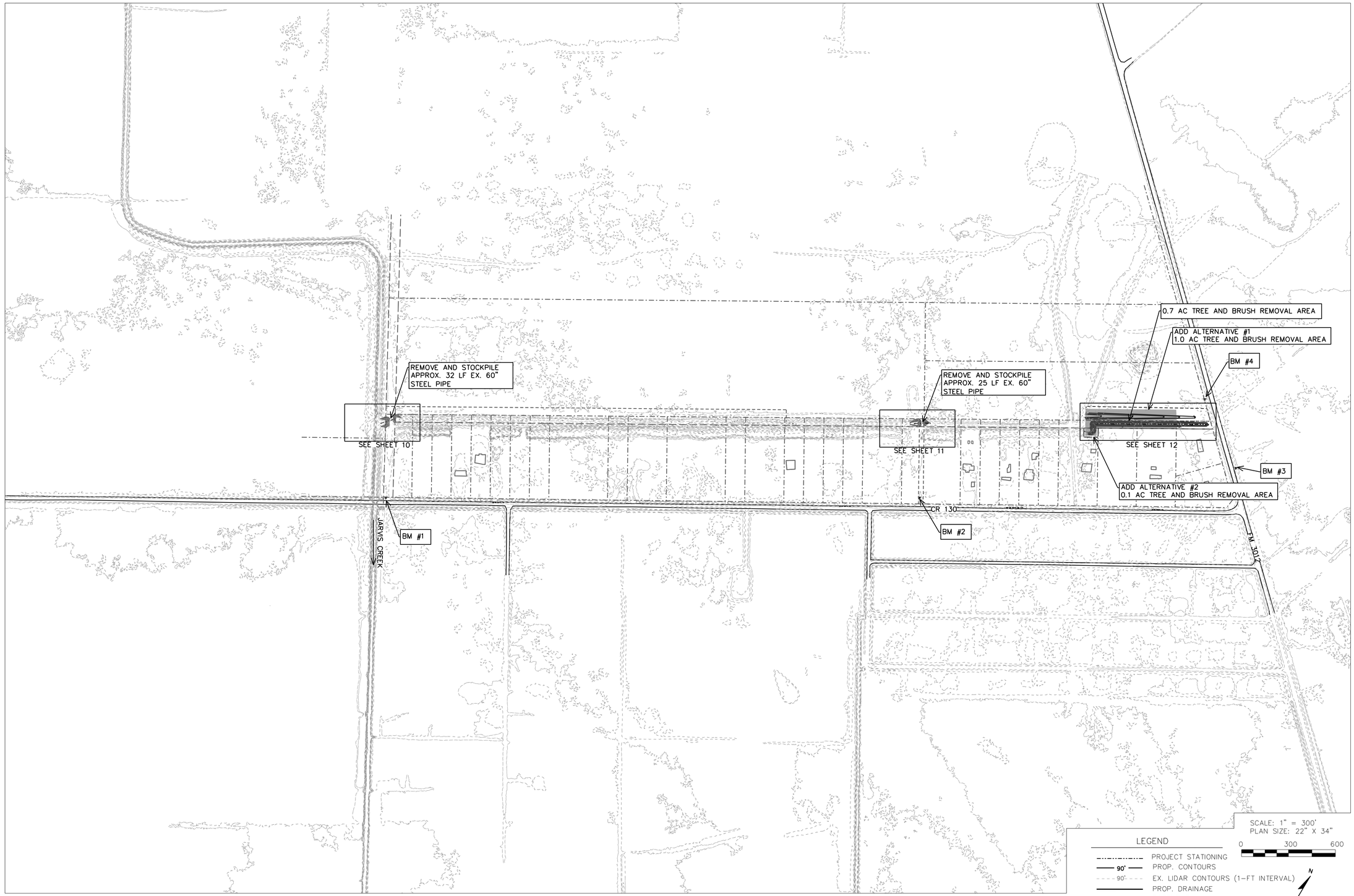
WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

TEMPORARY EROSION CONTROL

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
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SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA FOR ILLUSTRATIVE PURPOSES.
2. CONTRACTOR TO SHRED/MOW 18 AC OF EX. DITCH TREE/BRUSH.
3. REFERENCE GENERAL NOTES.
4. REFERENCE DETAIL SHEETS.
5. CONTRACTOR SHALL COORDINATE REMOVAL OF DRIVEWAY CULVERTS WITH LANDOWNER & SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY ON NORTH SIDE OF DITCH AT ALL TIMES. MAINTAINING ACCESS MAY INCLUDE THE USE OF TEMPORARY CULVERT CROSSING OR TEMPORARY LOW-WATER CROSSING.
6. AREAS IN DASHED BOX ARE "ADD ALTERNATIVE'S" IN THE BID.

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. LIDAR CONTOURS (1-FT INTERVAL)
- PROP. DRAINAGE
- EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- TREE/BRUSH REMOVAL AREA
- EX. BLDG
- SURVEY BENCHMARK

SCALE: 1" = 300'
PLAN SIZE: 22" X 34"
0 300 600
N

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
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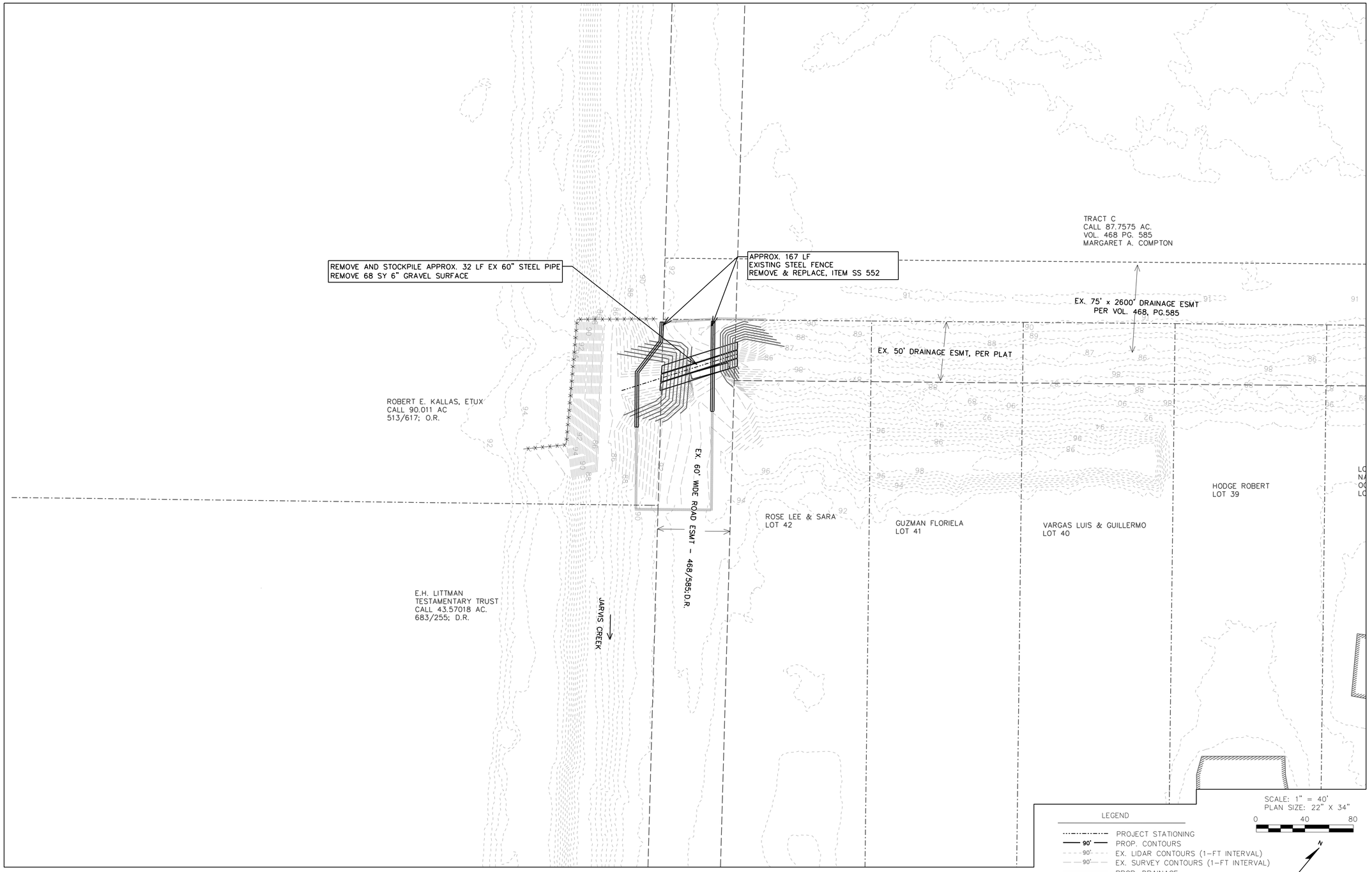
WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

DEMO SHEET - 1

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LiDAR TOPOGRAPHIC DATA FOR ILLUSTRATIVE PURPOSES.
2. CONTRACTOR MAY REUSE STOCKPILED GRAVEL MATERIAL IF IT MEETS SPECIFICATIONS NOTED ON GENERAL NOTES. OTHERWISE, CONTRACTOR SHALL HAUL-OFF AND DISPOSE OF STOCKPILED EX. GRAVEL.
3. EX FENCES SHALL BE REMOVED AND COORDINATED WITH THE LAND OWNER.
4. REFERENCE GENERAL NOTES.
5. REFERENCE DETAIL SHEETS.
6. EX. 60" STEEL PIPE SHALL BE STOCKPILED FOR COUNTY TO HAUL-OFF.
7. CONTRACTOR SHALL COORDINATE WITH ADJACENT LANDOWNERS TO ENSURE CATTLE ARE CONTAINED PRIOR TO FENCE REMOVAL. IF A TEMPORARY BARBED WIRE FENCE IS REQUIRED TO CONTAIN CATTLE DURING CONSTRUCTION, THEN SAID FENCE SHALL BE SUBSIDIARY TO SS 552 BID ITEM.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

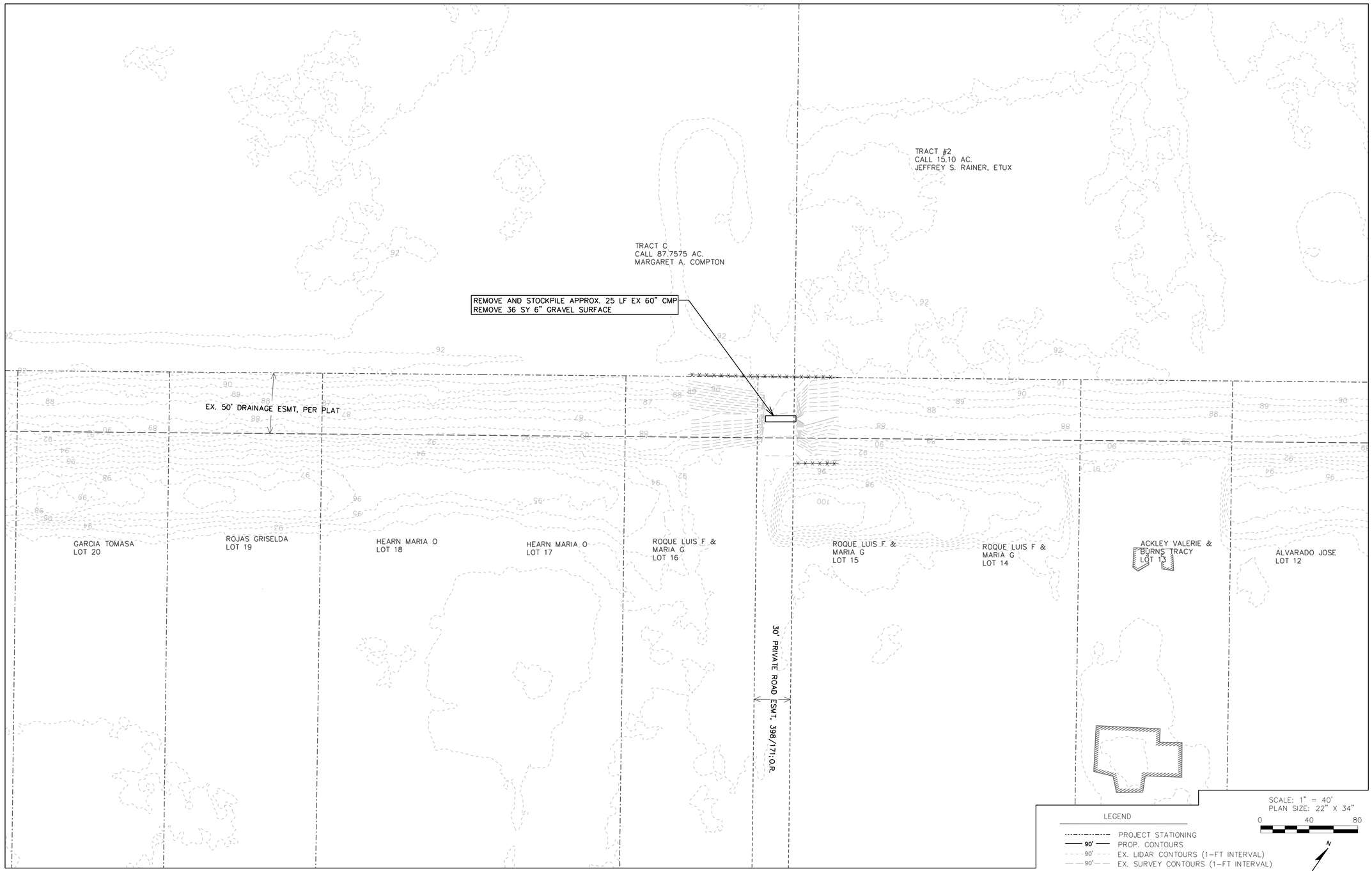
WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

DEMO SHEET - 2

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED OFF 2018 LIDAR TOPOGRAPHIC DATA FOR ILLUSTRATIVE PURPOSES.
2. CONTRACTOR MAY REUSE STOCKPILED GRAVEL MATERIAL IF IT MEETS SPECIFICATIONS NOTED ON GENERAL NOTES. OTHERWISE, CONTRACTOR SHALL HAUL-OFF AND DISPOSE OF STOCKPILED EX. GRAVEL.
3. EX FENCES SHALL BE REMOVED AND COORDINATED WITH THE LAND OWNER.
4. REFERENCE GENERAL NOTES.
5. REFERENCE DETAIL SHEETS.
6. EX. 60" STEEL PIPE SHALL BE STOCKPILED FOR COUNTY TO HAUL-OFF.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
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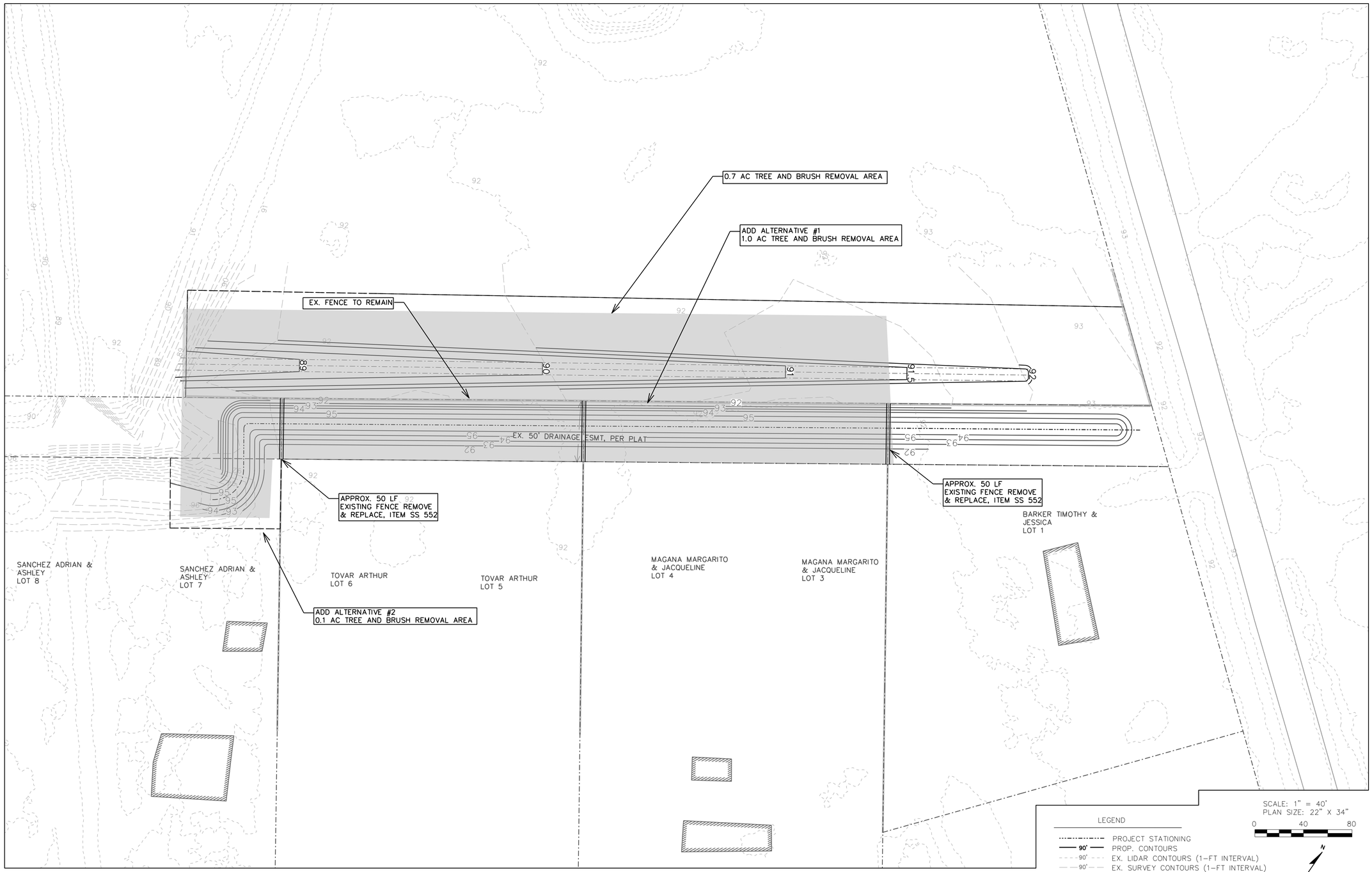
WHARTON COUNTY ROAD 130
CULVERT AND BERM IMPROVEMENTS

DEMO SHEET - 3

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
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2. CONTRACTOR MAY REUSE STOCKPILED GRAVEL MATERIAL IF IT MEETS SPECIFICATIONS NOTED ON GENERAL NOTES. OTHERWISE, CONTRACTOR SHALL HAUL-OFF AND DISPOSE OF STOCKPILED EX. GRAVEL.
3. EX FENCES SHALL BE REMOVED AND COORDINATED WITH THE LAND OWNER.
4. REFERENCE GENERAL NOTES.
5. REFERENCE DETAIL SHEETS.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
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(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

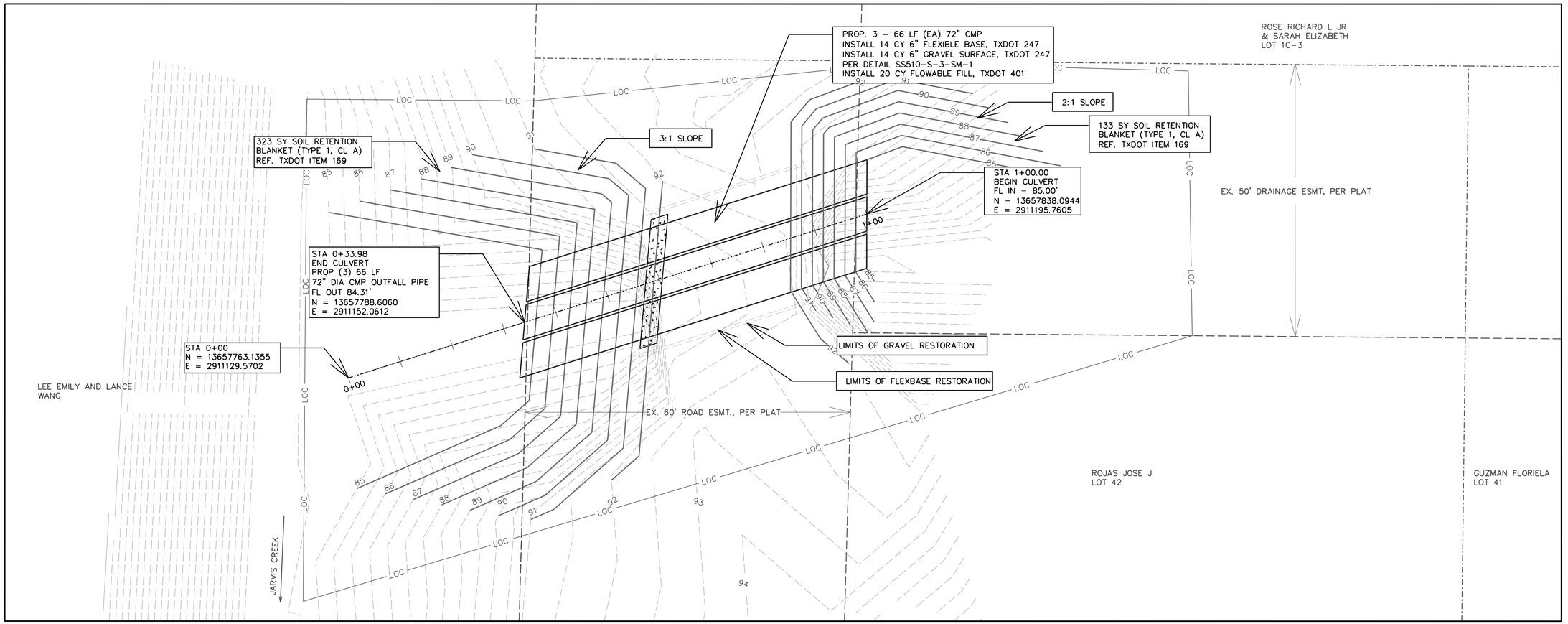
WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

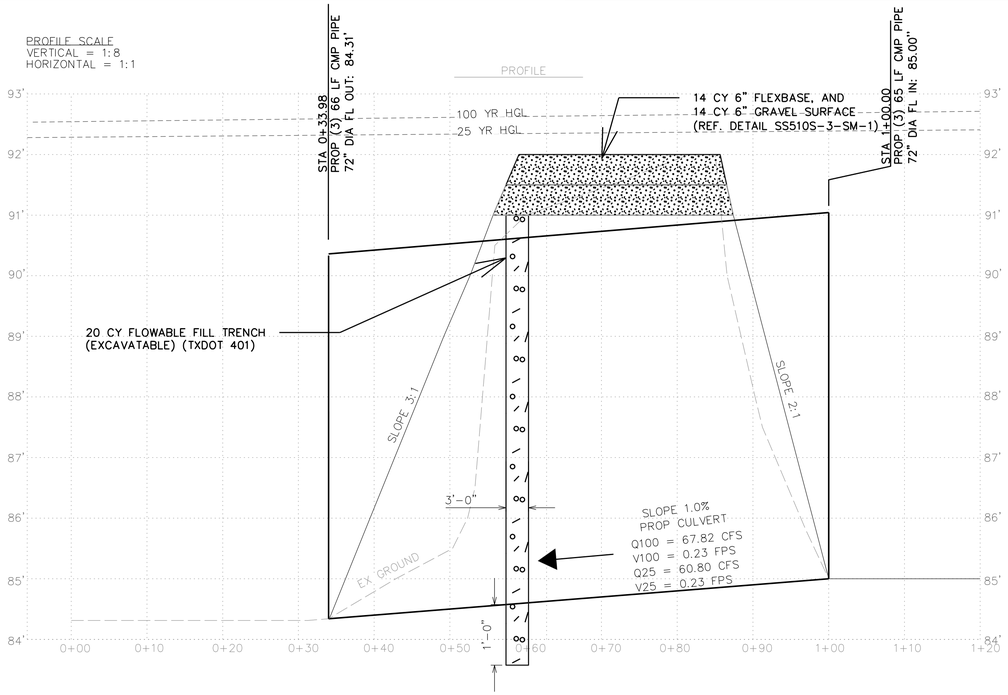
DEMO SHEET - 4

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES





SCALE: 1" = 10'
PLAN SIZE: 22" X 34"
0 10 20

N

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- EASEMENT
- PROPERTY LINE
- LOC LIMIT OF CONSTRUCTION
- FLEX BASE, TXDOT 247 W/ GRAVEL SURFACE
- FLOWABLE FILL, TXDOT 401

NOTES:

1. BOUNDARY SURVEY FROM ROBERT KOLACNY AND ASSOCIATES, LLC.
2. EXISTING GROUND PROFILE AND CONTOUR BASED ON TOPO SURVEY FROM GANEM AND KELLY SURVEYING, INC.
3. REFERENCE GENERAL NOTES.
4. REFERENCE DETAIL SHEETS.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

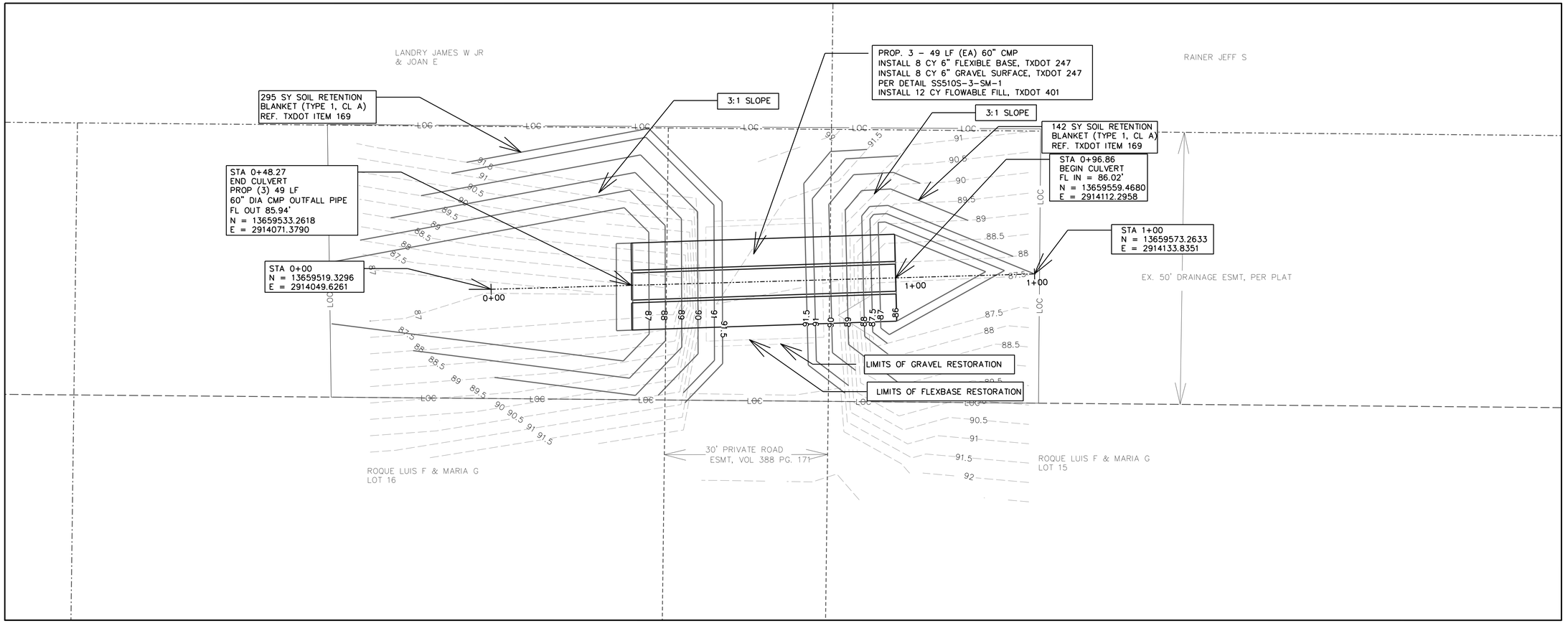
WHARTON COUNTY ROAD 130
CULVERT AND BERM IMPROVEMENTS

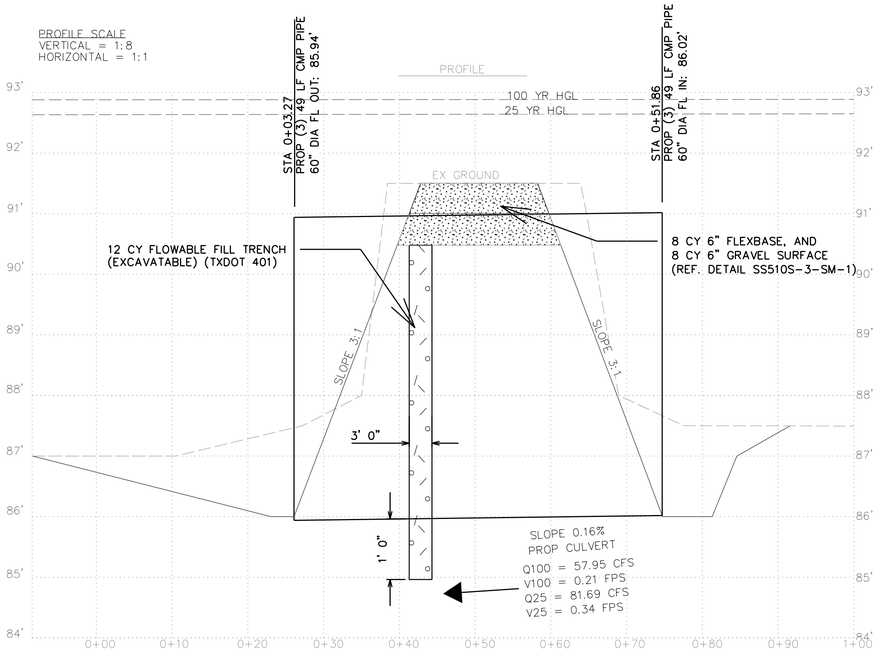
CULVERT PLAN AND PROFILE - 1

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES





SCALE: 1" = 10'
PLAN SIZE: 22" X 34"
0 10 20
N

LEGEND
- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- EASEMENT
- PROPERTY LINE
- LOC LIMIT OF CONSTRUCTION
- FLEX BASE, TXDOT 247 W/ GRAVEL SURFACE
- FLOWABLE FILL, TXDOT 401

NOTES:
1. BOUNDARY SURVEY FROM ROBERT KOLACNY AND ASSOCIATES, LLC.
2. EXISTING GROUND PROFILE AND CONTOUR BASED ON TOPO SURVEY FROM GANEM AND KELLY SURVEYING, INC.
3. REFERENCE GENERAL NOTES.
4. REFERENCE DETAIL SHEETS.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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SCHEIBE CONSULTING, LLC

WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

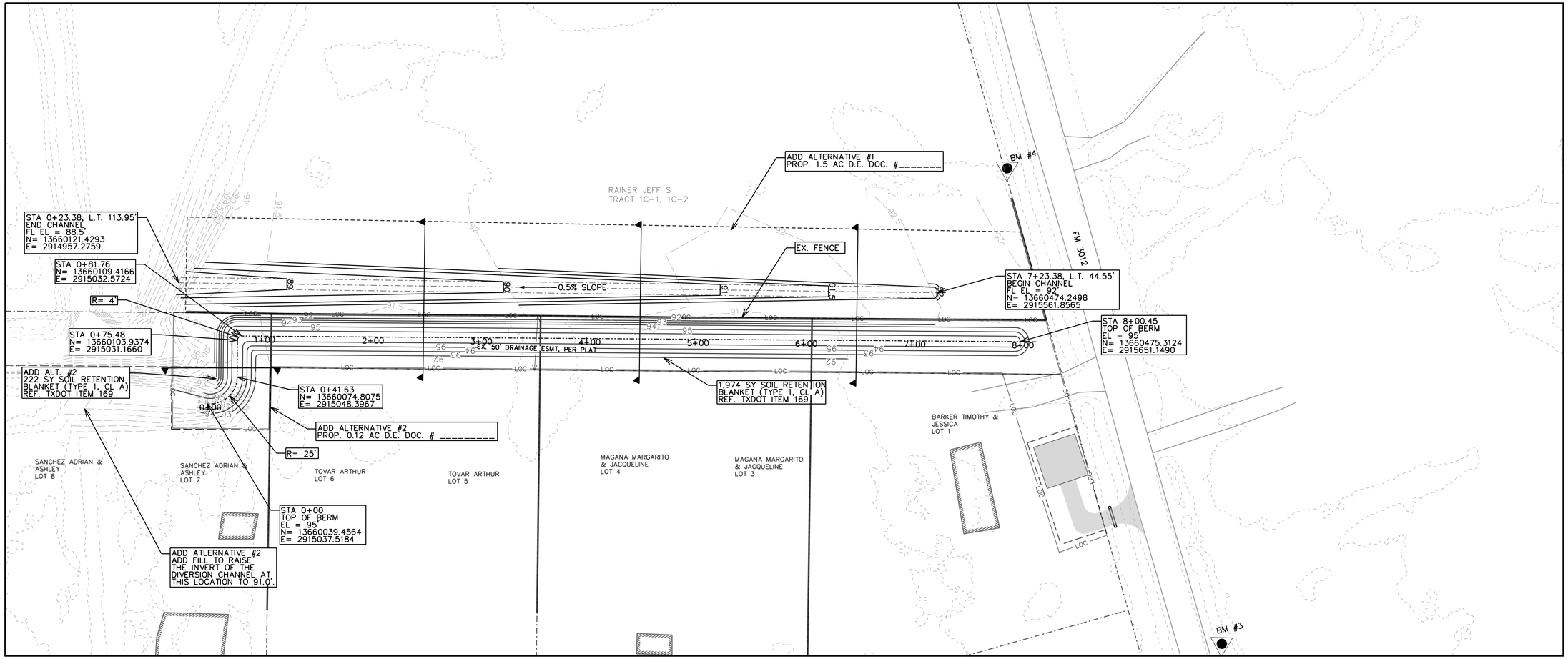
CULVERT PLAN AND PROFILE - 1

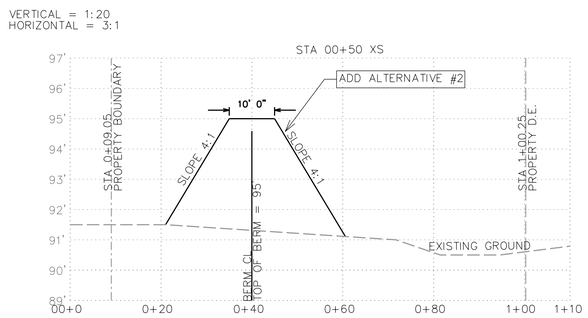
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

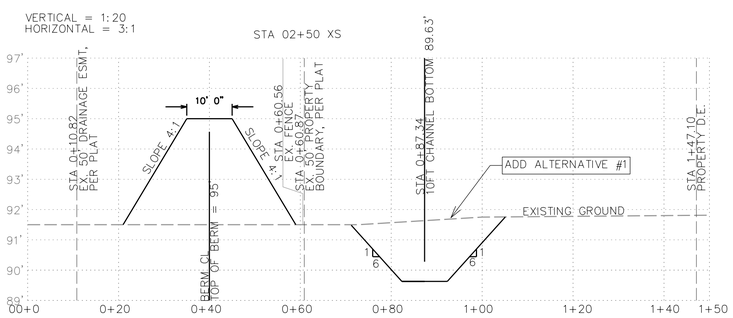
DATE: 02/09/24
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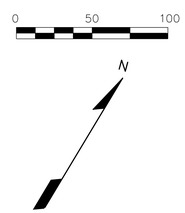
DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 11 OF 15



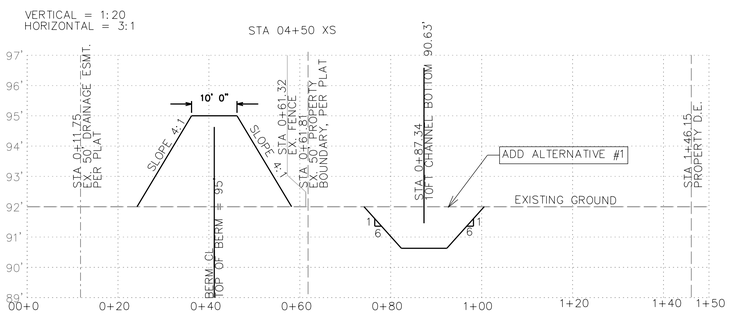


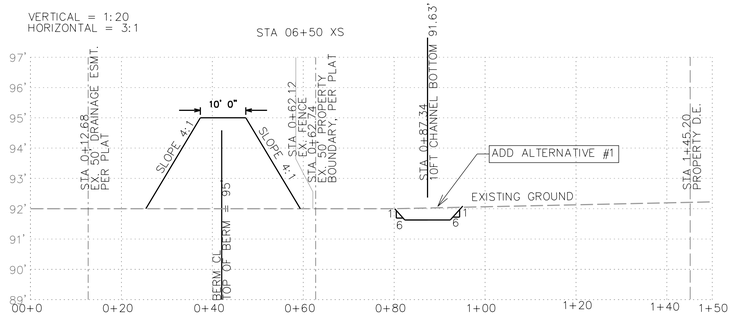




LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. LIDAR CONTOURS (1-FT INTERVAL)
- 90' EX. SURVEY CONTOURS (1-FT INTERVAL)
- PROP. BERM
- EASEMENT
- PROPERTY LINE
- PROP. CHANNEL
- PROP. FENCE
- PROP. BERM
- SURVEY BENCHMARK





NOTES:
1. BOUNDARY SURVEY FROM ROBERT KOLACNY AND ASSOCIATES, LLC.
2. EXISTING GROUND PROFILE AND CONTOUR BASED ON TOPO SURVEY FROM GANEM AND KELLY SURVEYING, INC.
3. REFERENCE GENERAL NOTES.
4. REFERENCE DETAIL SHEETS.
5. AREAS IN DASHED BOX ARE "ADD ALTERNATIVE'S" IN THE BID.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

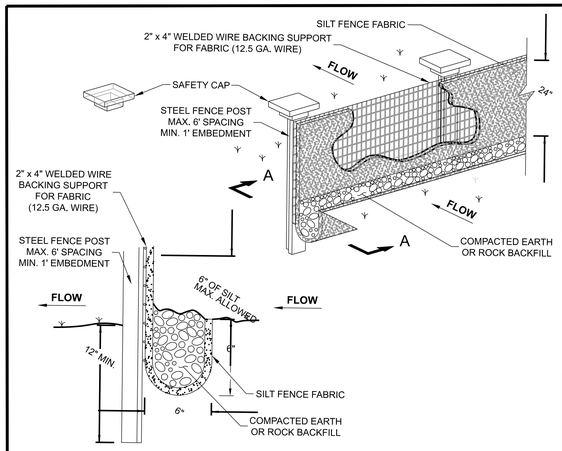
BERM PLAN AND XS

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 12 OF 15

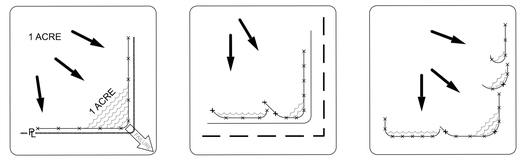


SECTION A-A

NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS SHALL MATCH THE TOP OF THE FENCE. POSTS MUST BE EMBEDDED A MINIMUM OF 1'.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 6" WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY AND REPAIR OR REPLACEMENT SHALL BE MADE WITHIN 24 HOURS OF INSPECTION.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS PERMANENTLY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WITHIN 24 HOURS WHEN IT REACHES A DEPTH OF 6" OR AS DIRECTED BY OWNER. THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. INSTALL J-HOOK SPACING PER ENGINEER'S DESIGN , BUT NOT TO EXCEED 200'.

The City of San Marcos Engineering and Capital Improvements	CURRENT AS OF 1/1/2021	SILT FENCE	
RECORD COPY SIGNED BY	1/1/2020	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1-SM
LAURIE MOYER, P.E.	ADOPTED		1 OF 2



INCORRECT - DO NOT LAYOUT "PERIMETER CONTROL" SILT FENCE ALONG PROPERTY LINES. ALL SEDIMENT LADEN RUNOFF WILL CONCENTRATE AND OVERWHELM THE SYSTEM.

CORRECT - INSTALL J-HOOKS

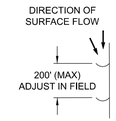
CORRECT - DISCREET SEGMENTS OF SILT FENCE INSTALLED WITH J-HOOKS OR 'SMILES' WILL BE MUCH MORE EFFECTIVE.

SILT FENCE TURNBACK DETAIL

SILT FENCE PLACEMENT FOR PERIMETER CONTROL

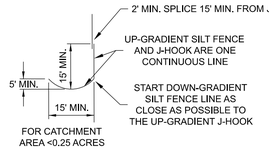
PLAN VIEW

I. SPACING REQUIREMENTS:



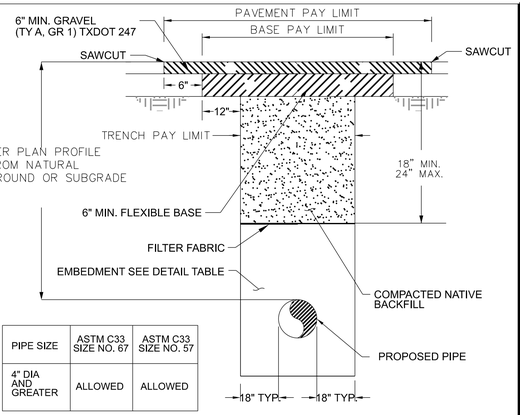
NOTE: SEE ENGINEER'S DESIGN PLANS FOR SPACING. MAX SPACING SHALL BE 200'

II. SIZING REQUIREMENTS:



FOR CATCHMENT AREA <0.25 ACRES

The City of San Marcos Engineering and Capital Improvements	CURRENT AS OF 1/1/2021	SILT FENCE	
RECORD COPY SIGNED BY	1/1/2020	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1-SM
LAURIE MOYER, P.E.	ADOPTED		2 OF 2



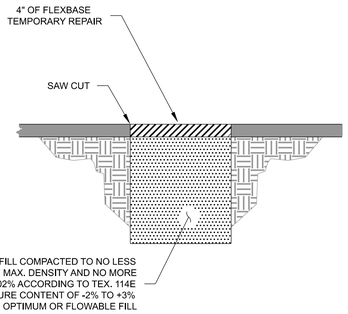
PIPE SIZE	ASTM C33 SIZE NO. 67	ASTM C33 SIZE NO. 57
4" DIA AND GREATER	ALLOWED	ALLOWED

NOTES:

1. THE EXISTING PAVED SURFACE SHALL BE SAW CUT IN A STRAIGHT LINE A MINIMUM OF 12" WIDER THAN THE UNDISTURBED SIDES OF THE TRENCH, SYMMETRICAL ABOUT THE CENTER LINE OF THE EXCAVATION.
2. IF EXCAVATION AREA IS OPEN FOR TEMPORARY PUBLIC USE, SEE DETAIL 510S-3T-SM.
3. ALL DAMAGED AREAS OF PAVEMENT OUTSIDE THE TRENCH CUT SHALL BE REMOVED AND REPLACED.
4. ROAD BASE AND SURFACE MATERIALS IN THE TRENCH CUT SHALL BE REPLACED IN KIND OF EQUAL THICKNESS, OR MINIMUM BASE THICKNESS OF 6", WHICHEVER IS GREATER.
5. THIS DETAIL IS FOR TRENCH REPAIR FOR UTILITIES IN RESIDENTIAL STREETS.

REFERENCES
DETAIL 510S-3T-SM

		FLEX BASE/GRAVEL TRENCH SPECIAL DETAIL 1	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. SS510S-3-SM-1
			1 OF 1



NOTE:

1. IF EXCAVATION AREA IS OPEN FOR TEMPORARY PUBLIC USE, THE SURFACE SHALL BE MAINTAINED LEVEL WITH ADJACENT RIDING SURFACE WITH 4" FLEXBASE. NO SEPARATE PAY ITEM.

		UTILITY TRENCH TEMPORARY ASPHALT PAVEMENT	
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-3T-SM2
			1 OF 1

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY ROAD 130 CULVERT AND BERM IMPROVEMENTS

DETAIL SHEET

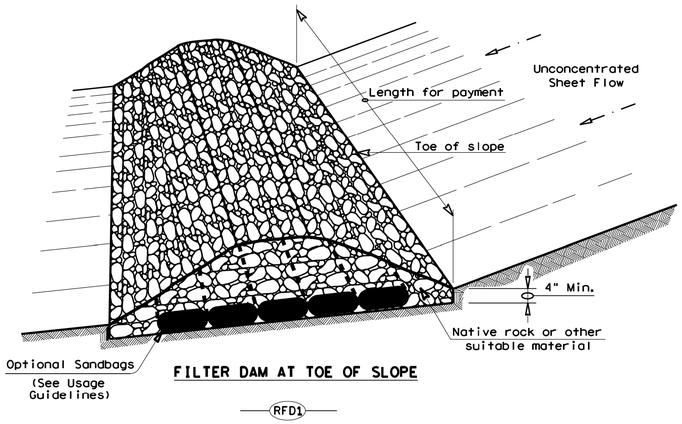
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

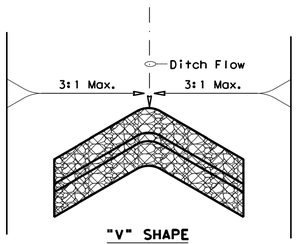
SHEET 13 OF 15

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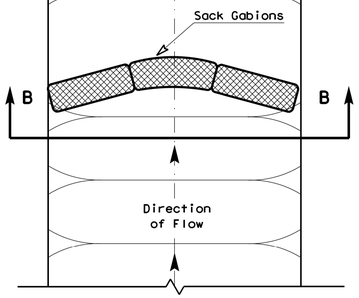


FILTER DAM AT TOE OF SLOPE

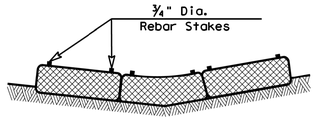
RFD1



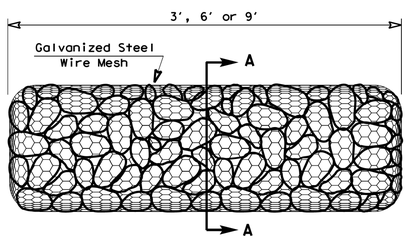
"V" SHAPE PLAN VIEW



PLAN VIEW

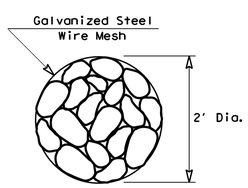


SECTION B-B

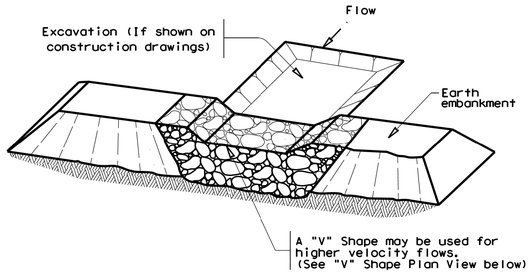


TYPE 4 (SACK GABIONS)

RFD4

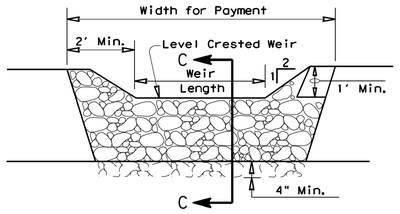


SECTION A-A

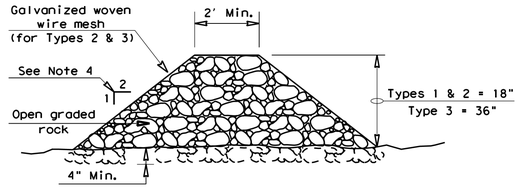


FILTER DAM AT SEDIMENT TRAP

RFD1 OR RFD2



PROFILE



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

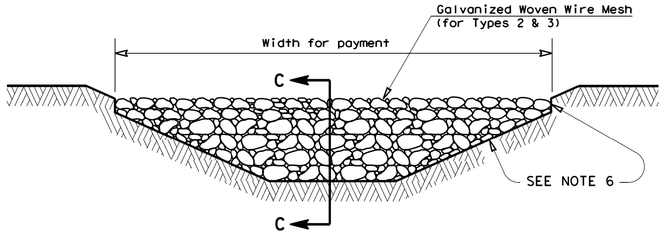
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



FILTER DAM AT CHANNEL SECTIONS

RFD1 OR RFD2 OR RFD3

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam	RFD1
Type 2 Rock Filter Dam	RFD2
Type 3 Rock Filter Dam	RFD3
Type 4 Rock Filter Dam	RFD4

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
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(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY ROAD 130
CULVERT AND BERM IMPROVEMENTS

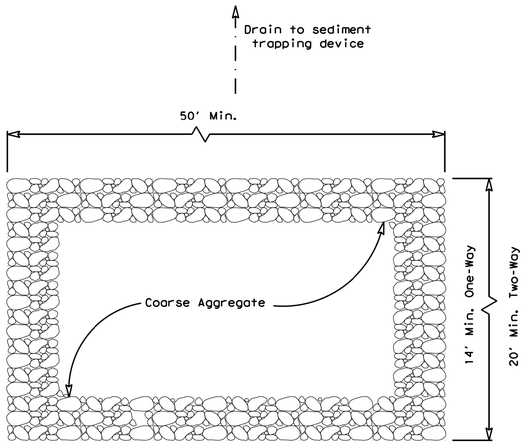
DETAIL SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

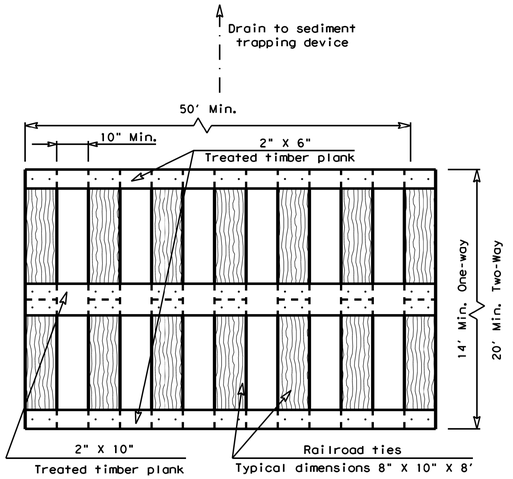
DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

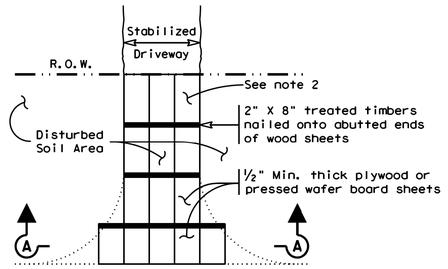
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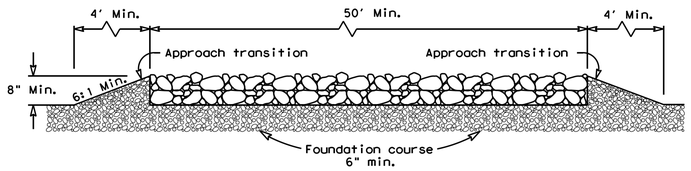
PLAN VIEW



PLAN VIEW



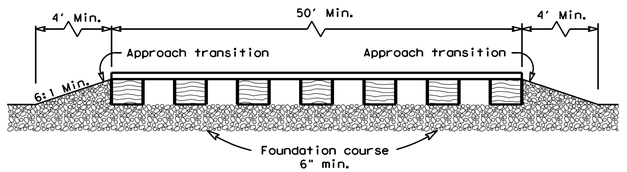
PLAN VIEW



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

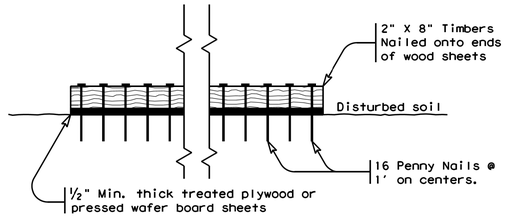
ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	HWY
	DIST	COUNTY		SHEET NO.
	DST	CTY	$EC(3A-16$	

DATE: $DATE$
FILE: $FILE$

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY ROAD 130
CULVERT AND BERM IMPROVEMENTS

DETAIL SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

OWNER

WHARTON COUNTY – PCT. 1
3738 FM 3012
WHARTON, TX 77488
(979) 532-1991

SURVEY – TOPOGRAPHIC

SCHEIBE CONSULTING, LLC
11612 BEE CAVES RD, STE 240
AUSTIN, TX 78738

SURVEY – TOPOGRAPHIC

GANEM & KELLY SURVEYING, INC
101 LAMAR ST., STE 5
POINT COMFORT, TX 77978
(361) 987-2011

SURVEY – BOUNDARY

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(979) 532-8056

CIVIL

SCHEIBE CONSULTING, LLC
TBPE FIRM # 13880
PO BOX 161357
AUSTIN, TX 78716
(512) 263-0418

I, ERIC C. SCHEIBE, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCITON, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

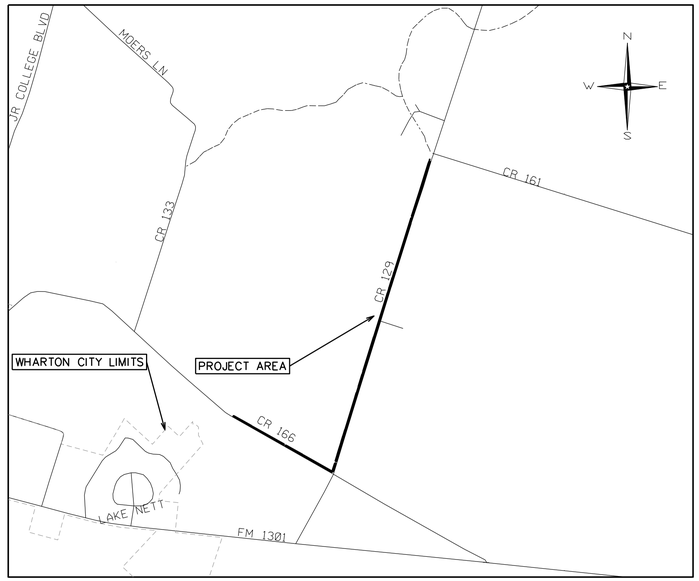
LAKE NETT CHANNEL IMPROVEMENT PROJECT

100% DESIGN

WHARTON CO.

SHEET INDEX

1	COVER
2	GENERAL NOTES
3	LAYOUT SHEET
4	TEMPORARY EROSION
5	TEMPORARY EROSION
6	TEMPORARY EROSION
7	TEMPORARY EROSION
8	TEMPORARY EROSION
9	TEMPORARY EROSION
10	TEMPORARY EROSION
11	TEMPORARY EROSION
12	TEMPORARY EROSION
13	DEMO SHEET
14	DEMO SHEET
15	DEMO SHEET
16	CHANNEL PLAN AND PROFILE
17	CHANNEL PLAN AND PROFILE
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24	CHANNEL PLAN AND PROFILE
25	CHANNEL XS
26	CHANNEL XS
27	CHANNEL XS
28	DETAILS
29	DETAILS
30	DETAILS
31	DETAILS
32	DETAILS



VICINITY MAP

JUDGE

HONORABLE JUDGE PHILLIP SPENRATH

COMMISSIONERS

RICHARD ZAHN, PCT. 1
BUD GRAVES, PCT. 2
STEVEN GEOTSCH, PCT. 3
DOUG MATTHEWS, PCT. 4

DRAINAGE DEPARTMENT

RUSTY GRAVES

PERMITS & INSPECTION

MONICA MARTIN

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 BEFORE DIGGING BEGINS.

2. ALL CONSTRUCTION SHALL COMPLY WITH TCEQ SWPPP REQUIREMENTS. COUNTY IS REQUIRED TO FILE SWPPP PRIOR TO COMMENCING WORK.

3. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WHARTON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

NOTE:

1. ALL WORK IS PROPOSED TO OCCUR IN PUBLIC ROW ONLY. NO WORK IS PERMITTED ON PRIVATE PROPERTY.

2. CONTRACTOR SHALL COORDINATE WITH ENGINEER OF RECORD PRIOR TO CONSTRUCTION ACTIVITIES TO ENSURE DRAINAGE EASEMENTS ARE RECORDED PRIOR TO COMMENCING WORK, IF ANY.

3. THIS PROJECT IS LOCATED WITHIN THE FEMA 100-YR FLOODPLAIN OF BAUGHMAN SLOUGH. REFERENCE ENGINEERING REPORT FOR HYDRAULIC ANALYSIS DOCUMENTING NO ADVERSE IMPACTS TO THE 100-YR FLOODPLAIN ASSOCIATED WITH THIS PROJECT.

REVISION CORRECTION TABLE

REVISION/CORRECTION NUMBER	DESCRIPTION OF REVISION/CORRECTION	SHEETS REVISED OR ADDED	NET CHANGE IN IMPERVIOUS COVER	TOTAL IMPERVIOUS COVER	PERCENT OF IMPERVIOUS COVER FOR THE ENTIRE SITE

SHEET NUMBERS: 32

REVIEWED BY:

WHARTON CO. DRAINAGE DEPARTMENT DATE

HONORABLE JUDGE PHILLIP SPENRATH DATE

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC

PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

COVER SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 1 OF 32

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 BEFORE DIGGING BEGINS.

2. ALL CONSTRUCTION SHALL COMPLY WITH TCEQ SWPPP REQUIREMENTS. COUNTY IS REQUIRED TO FILE SWPPP PRIOR TO COMMENCING WORK.

3. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WHARTON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

4. ANY STOCKPILED PIPE REMOVAL AS PART OF THIS PROJECT SHALL BE OFFERED TO LOCAL COMMISSIONER PRIOR TO REUSE OF HAUL-OFF BY CONTRACTOR.

NOTES:

1. THIS PROJECT IS LOCATED IN THE BAUGHMAN SLOUGH WATERSHED.

2. THERE IS A FEMA DESIGNATED 100-YR FLOODPLAIN WITHIN THE LIMITS OF THIS PROPERTY, AS PER THE MOST RECENT FEMA FLOOD INSURANCE RATE MAP # 48481C0360F, FIRM PANEL #0360, DATED DECEMBER 21, 2017.

3. IF THE COUNTY CHOOSES TO USE AN INDEPENDENT CONTRACTOR THEN NEITHER THE COUNTY NOR ITS AGENTS, EMPLOYEES OR CONSULTANTS SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY THE CONTRACTOR, OR ANY SAFETY OF THE CONTRACTOR OR ANY SUBCONTRACTOR.

4. NEITHER THE COUNTY NOR IT AGENTS, EMPLOYEES OR CONSULTANTS SHALL BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY PERSON (EXCEPT ITS OWN EMPLOYEES OR AGENTS OR CONSULTANTS) AT THE PROJECT SITE OR OTHERWISE PERFORMING ANY OF THE WORK OF THE PROJECT.

5. ALL CONSTRUCTION SHALL CONFORM TO WHARTON COUNTY AND TXDOT STANDARDS.

6. ALL EXCAVATED MATERIAL SHALL BE HAULED OFF-SITE AND DISPOSED OF AT NO ADDITIONAL COST TO THE COUNTY, UNLESS OTHERWISE NOTED ON THESE PLANS.

7. THERE WILL BE NO SEPARATE PAYMENT FOR WORK SHOWN ON THESE PLANS, UNLESS SPECIFICALLY ESTABLISHED IN THE BID SECTION OF THE CONTRACT DOCUMENTS. INCLUDE COST OF THIS WORK IN THE CONTRACT UNIT PRICE FOR ITEMS OF WHICH THIS WORK IS A COMPONENT OR INCIDENTAL.

8. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EXISTING PUBLIC OR PRIVATE UTILITY LINES, INCLUDING BUT NOT LIMITED TO WATER LINES, WASTEWATER COLLECTION SYSTEMS, ELECTRIC UTILITY LINES AND POLES, TELECOMMUNICATION LINES, AND STORM SEWERS, DURING CONSTRUCTION. ALL DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH THE UTILITY COMPANY STANDARDS AND SPECIFICATIONS WITH NO COST TO THE COUNTY OR THE UTILITY OWNER.

9. ALL PRIVATE UTILITY LINES DESIGNATED TO BE RELOCATION, SHALL BE RELOCATED PRIOR TO CONTRACTOR COMMENCING CONSTRUCTION.

10. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND ALL REGULATIONS OF UTILITY COMPANIES CONCERNING SAFETY AND HEALTH PRACTICES.

11. CONTRACTOR SHALL REMOVE ALL MUD, DIRT AND DEBRIS DEPOSITED OR DROPPED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. MATERIAL THAT IS HAZARDOUS TO TRAFFIC SHALL BE REMOVED IMMEDIATELY.

12. ALL TRAFFIC CONTROL AND WARNING SIGNS SHALL BE IN ACCORDANCE WITH TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN TO THE ENGINEER AS A SUBMITTAL PRIOR TO IMPLEMENTATION.

13. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL OBTAIN ALL CONSTRUCTION PERMITS PRIOR TO STARTING CONSTRUCTION.

14. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY.

15. THE CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.

16. ALL DISTURBED AREAS SHALL BE REVEGETATED AS PER THE PERMANENT VEGETATION STABILIZATION NOTES.

17. ALL PROPOSED CMP CULVERTS SHALL BE ALUMINIZED STEEL, TYPE 2, MEETING AASHTO SPECIFICATION M274 AND ASTM A929. ALL CMP CULVERTS SHALL BE MIN. 12 GAUGE.

18. ENGINEER SHALL PROVIDE CONTRACTOR WITH SWPPP DOCUMENT FOR POSTING ON THE JOB SITE AND SHALL PERFORM SWPPP INSPECTIONS. ENGINEER SHALL HAVE DISCRETION IN RELOCATING AND REQUIRING ADDITIONAL TEMPORARY EROSION CONTROL MEASURES, AS NEEDED, AND AT NO ADDITIONAL COST TO THE COUNTY.

CONSTRUCTION SEQUENCE:

1. CONTACT OWNER, ENGINEER, AND OTHER AFFECTED PARTIES AS APPLICABLE PRIOR TO BEGINNING CONSTRUCTION, FOR ATTENDANCE AT A PRECONSTRUCTION MEETING.

2. INSTALL ALL TEMPORARY EROSION CONTROL DEVICES

3. LOCATE UNDERGROUND UTILITIES AND VERIFY ALL ABOVE AND BELOW GROUND UTILITIES HAVE BEEN REMOVED/RELOCATED BY UTILITY OWNER PRIOR TO EARTHWORK ACTIVITIES. IF UTILITIES DESIGNATED FOR RELOCATION HAVE NOT BEEN RELOCATED, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

4. SCARIFY/REMOVE TOPSOIL AND STOCKPILE. ROUGH GRADE CHANNEL AND REMOVE TREES.

5. FINAL GRADE CHANNEL TO GRADES AS SHOWN ON PLANS, INSTALL CULVERTS, INSTALL SURFACE PAVEMENT AT CULVERT CROSSINGS (WHERE APPLICATBLE), RE-APPLY TOP SOIL, AND RE-SEED ALL DISTURBED SURFACES. THE CONTRACTOR IS RESPONSIBLE FOR ALL RE-SEEDING OF DISTURBED AREAS.

6. CLEAN-UP SITE AND CONDUCT FINAL SITE INSPECTION WITH ENGINEER. OBTAIN ENGINEER'S SIGNOFF PRIOR TO REMOVAL OF TEMPORARY EROSION CONTROL MEASURES.

7. REMOVE TEMPORARY EROSION CONTROL DEVICES ONCE DISTURBED SURFACES HAVE STABILIZED.

CAUTION: UNDERGROUND GAS FACILITY NOTES:

ENTERPRISE:
1. AN ENTERPRISE REPRESENTATIVE SHALL BE ON-SITE TO MONITOR EXCAVATION ACTIVITY.

2. CONTRACTOR SHALL COMPLY TO ENTERPRISE ENCROACHMENT GUIDELINES.

3. ALL CONSTRUCTION OF CONCRETE LINING AT THE ENTERPRISE GAS LINE WILL NEED TO BE CONTRACTED AND COORDINATED BY AN ENTERPRISE PROJECT MANAGER: JONATHAN REYES AT (713)381-3334 OR JREYES@EPROD.COM

CENTERPOINT:
1. CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT 1-800-545-6005 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.
-WHEN CENTERPOINT ENERGY PIPE LINE MARKING ARE NOT VISIBLE, CALL (713)207-5463 OR (713)945-8037 (7:00 AM TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
-WHEN EXCAVATING WITHIN 18" OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
-WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
-FOR EMERGENCIES REGARDING GAS LINES CALL (713)659-3552 OR (713)207-4200.
-FOR CONCERNS REGARDING THE GAS LINE, COORDINATE WITH CENTERPOINT SENIOR GAS ENGINEER: AYESHA BADAT AT (713)207-4904 OR AYESHA.BADAT@CENTERPOINTENERGY.COM

2. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

ENERGY TRANSFER (ET):
1. ET FACILITIES SHALL BE POSITIVELY LOCATED BEFORE THE ENCROACHMENTS ARE CONSTRUCTED OR INSTALLED NEAR ET FACILITIES. ET REQUIRES THAT AN ABSOLUTE MINIMUM CLEARANCE OF 24-INCHES BE MAINTAINED BETWEEN THE OUTSIDE DIAMETER OF ET'S PIPELINE AND ANY OTHER FACILITIES. LONGITUDINAL OCCUPANCY OF ET'S RIGHT-OF-WAY WILL NOT BE PERMITTED. SOIL COMPACTION ACTIVITIES OVER ET FACILITIES REQUIRE EIGHT-INCH LIFTS OF BACKFILL MATERIAL COMPACTED TO A MINIMUM PROCTOR DENSITY OF 95% SOIL BACKFILL SHALL BE COMPACTED TO THE SATISFACTION OF ET ONSITE INSPECTOR SO THAT SETTLING DOES NOT OCCUR.

2. IN THE EVENT CONTRACTOR CROSSES OVER/ALONG ET'S FACILITES WITH HEAVY CONSTRUCTION EQUIPMENT, ET WILL REQUIRE THE CONTRACTOR TO FURNISH AND INSTALL TEMPORARY WOOD MATS OVER THE PIPELINE, TO PROTECT FROM HEAVY EQUIPMENT LOADS.

3. ET SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY CONSTRUCTION OR MAINTENANCE ACTIVITY. YOU MUST CONTACT THE STATE APPROVED NOTIFICATION CENTER AT 811, IN ADDITION TO CONTACTING ET'S FIELD REPRESENTATIVE JOHN STOLLE AT (979) 531-9432 OR JOHN.STOLLE@ENERGYTRANSFER.COM, BEFORE COMMENCING ANY CROSSING AT OR NEAR ET'S PIPELINE FACILITY.

WARNING: OVERHEAD ELECTRICAL LINES NOTES:

CENTERPOINT:
1. CONTRACTOR SHALL LOCATE OVERHEAD LINES PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:
-ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
-OPERATING ON A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.
2. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL OR CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713)207-2222.
3. FOR CONCERNS REGARDING THE POWER POLES, COORDINATE WITH CENTERPOINT SENIOR SERVICE CONSULTANT: OSCAR URIBE AT (281)341-4979 OR OSCAR.URIBEJR@CENTERPOINTENERGY.COM

ACTIVITIES ON/OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY: NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT THEIR SURVEYING & RIGHT OF WAY DIVISION AT (713)207-6348 OR (713)207-5769.

WARNING: AT&T CABLE LINE NOTES:

CENTERPOINT:
1. CONTRACTOR SHALL PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY OF CROSSINGS. THE CABLES SHALL BE MARKED BY 811.

2. FOR CONCERNS REGARDING THE AT&T COPPER CABLE LINES, COORDINATE WITH AT&T REPRESENTATIVE VICTORIA GONZALEZ AT (713) 427-9078 OR VG5754@ATT.COM

PERMANENT VEGETATIVE STABILIZATION:

1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING IS CONSIDERED TO BE TEMPORARY STABILIZATION ONLY. IF COOL SEASON COVER CROPS EXIST WHERE PERMANENT VEGETATIVE STABILIZATION IS DESIRED, THE GRASSES SHALL BE MOWED TO A HEIGHT OF LESS THAN ONE-HALF (1/2) INCH AND THE AREA SHALL BE RE-SEEDED IN ACCORDANCE WITH 2 BELOW.

2. FROM MARCH 2 TO SEPTEMBE 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION. BERMUDA GRASS IS A WARM SEASON GRASS AND IS CONSIDERED PERMANENT EROSION CONTROL.

A. FERTILIZER SHALL BE A WATER SOLUBLE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1#2 POUND PER 1000 SF.

B. HYDROMULCH SHALL COMPLY WITH TABLE 2, BELOW.

C. PERMANENT EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1 1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR EXCAVATION), AS SHOWN ON PLANS.

2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE THE BASIS FOR A TPDES REQUIRED SWPPP. IF A SWPPP IS REQUIRED, IT SHALL BE AVAILABLE FOR REVIEW AT ALL TIMES DURING CONSTRUCTION.

3. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE ENGINEER OF RECORD OR COUNTY OFFICIAL AS APPROPRIATE.

4. THE CONTRACTOR IS REQUIRED TO ALSO PROVIDE AN INSPECTOR TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO ENSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.

5. PRIOR TO FINAL ACCEPTANCE BY THE COUNTY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED.

6. TEMPORARY AND PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW.
A. ALL DISTURBED AREA TO BE REVEGETATED ARE REQUIRED TO PLACE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL. THE TOPSOIL SHALL BE COMPOSED OF 4 PARTS OF SOIL MIXED WITH 1 PART COMPOST, BY VOLUME. THE COMPOST SHALL MEET THE DEFINITION OF COMPOST AS DEFINED BY TxDOT SPECIFICATION ITEM 161. THE SOIL SHALL BE LOCALLY AVAILABLE NATIVE SOIL THAT MEETS THE FOLLOWING SPECIFICATIONS:

- SHALL BE FREE OF TRASH, WEEDS, DELETERIOUS MATERIALS, ROCKS, AND DEBRIS.

- 100% SHALL PASS THROUGH A 1.5-INCH (38-mm) SCREEN.

- SOIL TO BE A LOAMY MATERIAL THAT MEETS THE REQUIREMENTS OF THE TABLE BELOW IN ACCORDANCE WITH THE USDA TEXTURAL TRIANGLE. TEXTURAL COMPOSITION SHALL MEET THE FOLLOWING CRITERIA:

TEXTURAL CLASS	MINIMUM	MAXIMUM
CLAY	5%	50%
SILT	10%	50%
SAND	15%	67%

- CONTRACTOR MAY PROPOSE USE OF ONSITE SALVAGED TOPSOIL WHICH DOES NOT MEET THE SOIL TEXTURE CLASS REQUIRED ABOVE. ALT. TOPSOIL SHALL BE ALLOWED IF APPROVED BY THE ENGINEER. ENGINEER APPROVAL IS REQUIRED PRIOR TO PLACEMENT OF TOPSOIL.

7. CONTRACTOR SHALL COORDINATE WITH ADJACENT LANDOWNERS TO ESTABLISH A STAGING AREA FOR THIS PROJECT OF APPROXIMATELY 0.2 ACRES. ANY COST ASSOCIATED WITH LANDOWNER COORDINATION AND/OR TEMPORARY USE OF LAND WILL BE SUBSIDIARY TO THE TEMPORARY CONSTRUCTION ENTRANCE BID ITEM.

8. ALL SLOPES 4:1 OR STEEPER SHALL HAVE SOIL RETENTION BLANKETS (TYPE 1, CLASS A) AS PER TXDOT BID ITEM 169.

TABLE 2: HYDROMULCHING FOR PERMANENT VEGETATIVE STABILIZATION

MATERIAL	DESCRIPTION	LONGEVITY	TYPICAL APPLICATIONS	APPLICATION RATES
BONDED FIBER MATRIX (BFM)	80% ORGANIC DEFIBRATED FIBERS 10% TACKIFIER	6 MONTHS	ON SLOPES UP TO 2:1 AND EROSIVE SOIL CONDITIONS	2500 TO 4000 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)
FIBER REINFORCED MATRIX (FRM)	65% ORGANIC DEFIBRATED FIBERS 25% REINFORCING FIBERS OR LESS 10% TACKIFIER	UP TO 12 MONTHS	ON SLOPES UP TO 1:1 AND EROSIVE SOIL CONDITIONS	3000 TO 4500 LBS PER ACRE (SEE MANUFACTURERS RECOMMENDATIONS)

FILL NOTES:

1. ALL FILL MATERIAL SHALL BE CONSTRUCTED OF LOCALLY AVAILABLE CLAY/CLAY LOAM MATERIAL. ALL FILL MATERIAL SHALL BE FREE OF DELETERIOUS MATERIALS, INCLUDING ORGANIC MATERIAL, ROCKS, AND OTHER SIMILAR MATERIAL PRIOR TO PLACEMENT.

2. BACKFILL SHALL BE CONSTRUCTED WITH A MAXIMUM SIDE SLOPE 3:1 (UNLESS OTHERWISE SHOWN ON PLANS), AND SHALL BE CONSTRUCTED IN HORIZONTALLY PLACED LOOSE LIFTS OF NOT MORE THAN 8 INCHES IN

THICKNESS. LIFT THICKNESS SHALL BE DECREASED WHEN USING LIGHT COMPACTION EQUIPMENT. FILL MATERIAL SHALL BE COMPACTED TO 90% OF THE MAXIMUM DRY DENSITY. PRIOR TO PLACEMENT OF FILL MATERIAL, EXISTING SUBGRADE SHALL BE SCARIFIED, MOISTURE CONDITIONED, AND COMPACTED. THE TOP 12-INCHES OF SUBGRADE SHALL BE REMOVED PRIOR TO PLACEMENT OF FILL MATERIAL. MOISTURE CONTENT OF MOISTURE CONDITIONED SUBGRADE SHALL BE AT OPTIMUM TO PLUS 3 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT AT THE TIME OF COMPACTION. RE-USE OF EXISTING MATERIAL MAY REQUIRE SOME WETTING OR DRYING TO PRODUCE THE NECESSARY MOISTURE CONTENT AT THE TIME OF COMPACTION. FILL MATERIAL SHALL NOT BE PLACED ON SOILS THAT HAVE BEEN RECENTLY SUBJECTED TO PRECIPITATION OR SATURATION. ALL WET SOILS SHOULD BE REMOVED OR ALLOWED TO DRY PRIOR TO CONTINUATION OF FILL PLACEMENT OPERATIONS. BORROW FILL MATERIALS, IF REQUIRED, SHALL NOT CONTAIN WET MATERIALS AT THE TIME OF PLACEMENT.

3. IF TESTING LABS ARE NOT AVAILABLE FOR THIS PROJECT, THEN COMPACTION AND FILL MATERIAL PLACEMENT SHALL BE ACHIEVED AS NOTED BELOW:

A. COMPACTION: EACH LAYER OF SOIL SHOULD BE COMPACTED BY ROUTING THE HAULING AND SPREADING EQUIPMENT (MIN. GROUND PRESSURE OF 7 PSI) OVER THE FILL MATERIAL IN SUCH A MANNER THAT EVERY POINT ON THE SURFACE OF EACH LAYER OF FILL WILL BE TRAVERSED BY NOT LESS THAN 1 TREAD TRACK OF THE SPREADING EQUIPMENT. CARE SHALL BE TAKEN IN USING HAULING AND SPREADING EQUIPMENT OVER CMP PIPE WITH LESS THAN 3 FT OF COVER, AS DAMAGE TO PIPE CAN OCCUR.

B. MOISTURE CONDITIONING: A RULE OF THUMB IS THAT THE SOIL SHALL HAVE ENOUGH MOISTURE TO FORM A BALL, AT WHICH POINT IT IS CLOSE TO OPTIMUM MOISTURE CONTENT NEEDED FOR COMPACTION. TOO DRY OR TOO MOIST SOILS WILL NOT COMPACT PROPERLY. SANDY MATERIAL SHALL NOT BE USED FOR FILL MATERIAL.

4. FILL MATERIAL MUST BE PREPARED PRIOR TO PLACEMENT. ANY TOPSOIL, ORGANIC SOIL, TREE ROOTS, VEGETATION, DELETERIOUS MATERIALS (WOOD), WET SOILS, AND SOFT OR LOOSE SOILS, SHALL BE REMOVED FROM THE PROPOSED FILL AREA.

5. ALL CULVERT TRENCHES SHALL BE CUT INTO COMPACTED FILL MATERIAL WITH A TRENCH WIDTH THAT PROVIDES A MINIMUM OF 18-INCHES ON EACH SIDE OF THE PIPE BEING PLACED.

6. CEMENT STABILIZED SAND BACKFILL SHALL ADHERE TXDOT ITEM 401 AND SHALL BE AN "EXCAVATABLE" MIX.

7. GRAVEL PAVEMENT OVER DRIVEWAYS SHALL CONSIST OF MIN. 6-INCH THICK LAYER OF 1" TO 3" OPEN GRADED ROCK. GRAVEL LAYER SHALL BE PLACED ON MIN. 6" THICK FLEXIBLE BASE UNLESS OTHERWISE SHOWN ON PLANS OR DETAILS. FLEX BASE SHALL ADHERE TO TXDOT SPEC 247.

Lake Nett Ditch and Culvert Improvements

Qnty	Unit	Item Code	Item Description
5.5	AC	TxDOT Item 100	Prepare ROW
7,100	CY	TxDOT Item 110	Excavation (Channel)
17,477	SY	TxDOT Item 169	Soil Retention Blanket (Type 1, Class A)
982	SY	TxDOT Item 506	Temp. Construction Entrance, Type 1 Aggregate
392	LF	TxDOT Item 506	Silt Fence for Staging Area
130	LF	TxDOT Item 506	Rock Filter Dams, TY 1
174	CY	TxDOT Item 432	Riprap (Stone Dry 24"), Type R
30	CY	TxDOT Item 433	Riprap (Stone Dry 12"), Type R
524	CY	TxDOT Item 420	6" Concrete Lining for 2:1 Slope
5	CY	TxDOT Item 420	6" Concrete Lining for Utility Crossing
400	LF	TxDOT Item 460	30" CMP (Aluminized Steel), Circular, 14 Gauge
97	LF	TxDOT Item 460	48" CMP (Aluminized Steel), Circular, 14 Gauge
7.1	TON	TxDOT Item 340	2.5" D-GR HMA (SQ) TY-D PG 64
21.5	TON	TxDOT Item 340	8" D-GR HMA (SQ) TY-B PG 64
10	CY	TxDOT Item 247	6" Gravel Surface (TY A, GR 1) Complete-in-Place
6	CY	TxDOT Item 247	6" Flexible Base, Type C, Complete-In-Place
24,700	SY	TxDOT Item 164	Seeding for Erosion Control (Cellulose Fiber Mulch Seeding), Perm, Clay
1	MO	TxDOT Item 510	Traffic Control
1	LS	TxDOT Item 500	Mobilization Payment

EXCAVATION QTY BASED ON TOPO SURVEY PROVIDED BY GANEM & KELLY SURVEYING

PROJECT CONTROL:
A. N:13684224.7412 E: 2907660.1088
ELEV = 88.163'
BENCHMARK - VERTICAL
TYPE: 60D NAIL
SIZE: 0.38

B. N:13681194.7602 E: 2906669.1118
ELEV = 90.739'
BENCHMARK - VERTICAL
TYPE: 60D NAIL
SIZE: 0.38

C. N:13676716.8192 E: 2905268.8738
ELEV = 93.322'
BENCHMARK - VERTICAL
TYPE: 60D NAIL
SIZE: 0.38

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

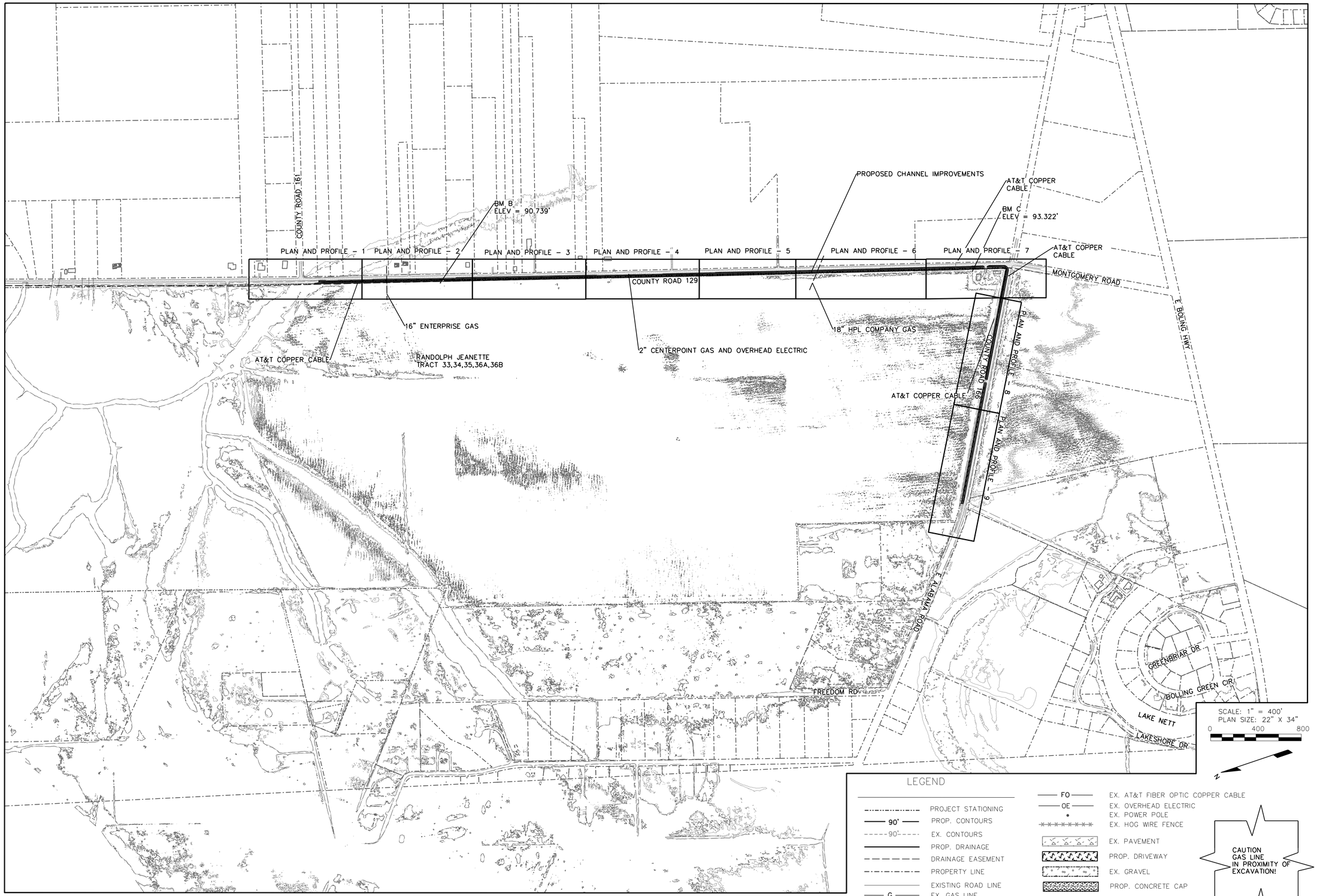
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

GENERAL NOTES

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



REV NO.	BY	DATE	DESCRIPTION

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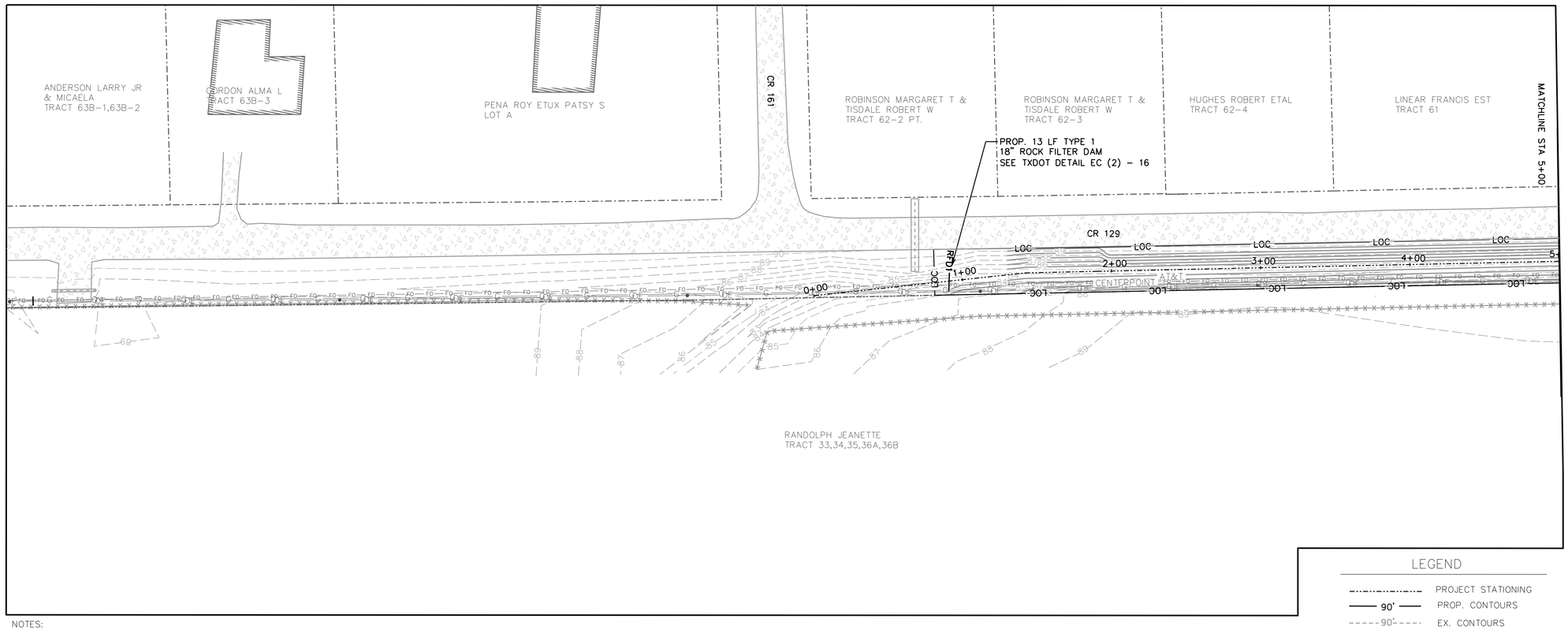
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

LAYOUT SHEET

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

LEGEND

PROJECT STATIONING	
90'	PROP. CONTOURS
90'	EX. CONTOURS
	PROP. DRAINAGE
	DRAINAGE EASEMENT
	PROPERTY LINE
	EX. PAVEMENT
G	EX. GAS LINE
FO	EX. AT&T FIBER OPTIC COPPER CABLE
OE	EX. OVERHEAD ELECTRIC
	EX. CUSTOM FENCE LINE
	EX. POWER POLE
RFD1	TYPE 1 ROCK FILTER DAM
LOC	LIMIT OF CONSTRUCTION

NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL AS PER TCP (1-2) - 18, REF. DETAIL.
3. CONTRACTOR SHALL IMPLEMENT TYPE 1 ROCK FILTER DAM EVERY 1,000 LF ALONG CHANNEL AS PER TCP EC (2) -16, REF. DETAIL.
4. CONTRACTOR TO ADJUST ROCK FILTER DAM AS NEEDED UPON REGRADING PROP. CHANNEL.
5. REF. GENERAL NOTES.
6. REF. DETAIL SHEETS.
7. PLACEMENT OF TEMPORARY ROCK FILTER DAMS WILL NEED TO OCCUR POST ROUGH GRADING AND PRIOR TO REVEGETATION. THE MOST DOWNSTREAM ROCK FILTER DAM SHALL BE PLACED PRIOR TO START OF ROUGH GRADING.

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

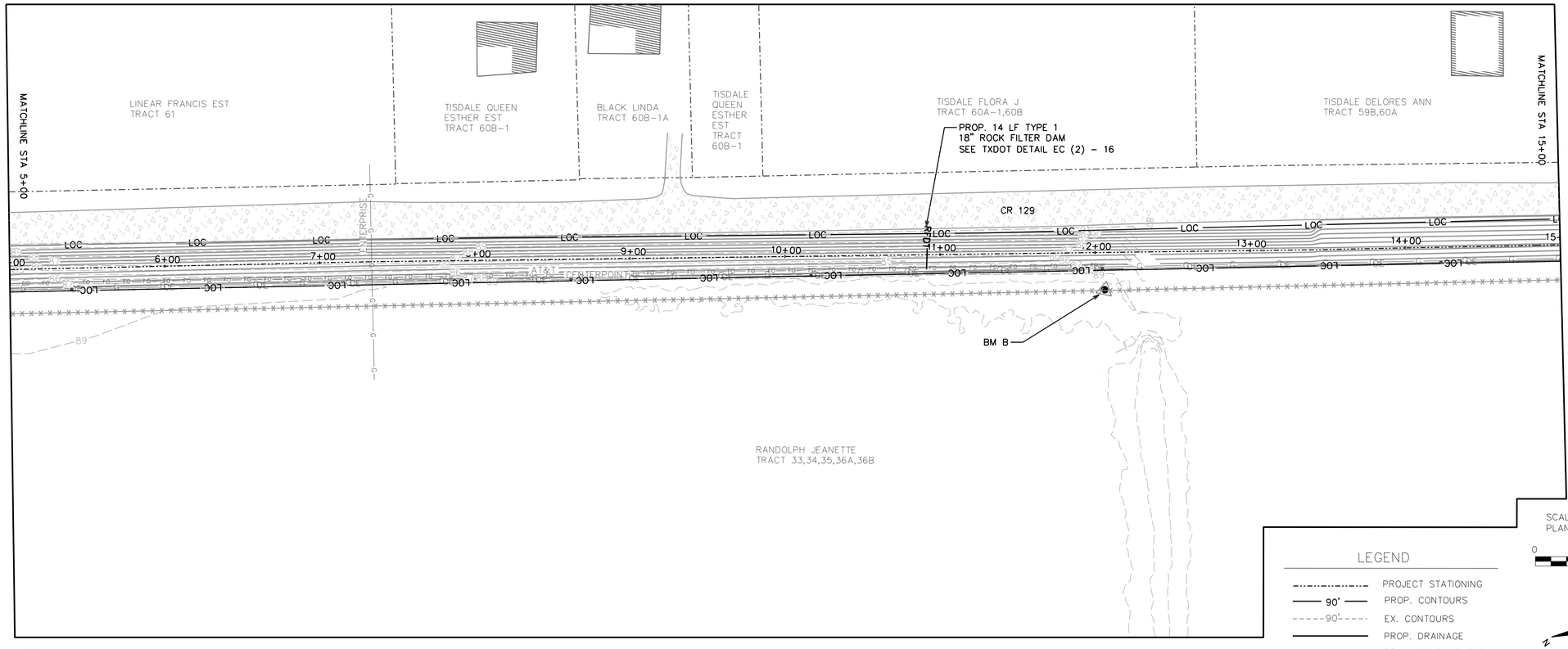
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 1

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- G EX. GAS LINE
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- OE EX. OVERHEAD ELECTRIC
- EX. CUSTOM FENCE LINE
- EX. POWER POLE
- RFD1 TYPE 1 ROCK FILTER DAM
- LOC LIMIT OF CONSTRUCTION
- SURVEY BENCHMARK

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY..
2. CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL AS PER TCP (1-2) - 18, REF. DETAIL.
3. CONTRACTOR SHALL IMPLEMENT TYPE 1 ROCK FILTER DAM EVERY 1,000 LF ALONG CHANNEL AS PER TCP EC (2) -16, REF. DETAIL.
4. CONTRACTOR TO ADJUST ROCK FILTER DAM AS NEEDED UPON REGRADING PROP. CHANNEL.
5. REF. GENERAL NOTES.
6. REF. DETAIL SHEETS.
7. PLACEMENT OF TEMPORARY ROCK FILTER DAMS WILL NEED TO OCCUR POST ROUGH GRADING AND PRIOR TO REVEGETATION. THE MOST DOWNSTREAM ROCK FILTER DAM SHALL BE PLACED PRIOR TO START OF ROUGH GRADING.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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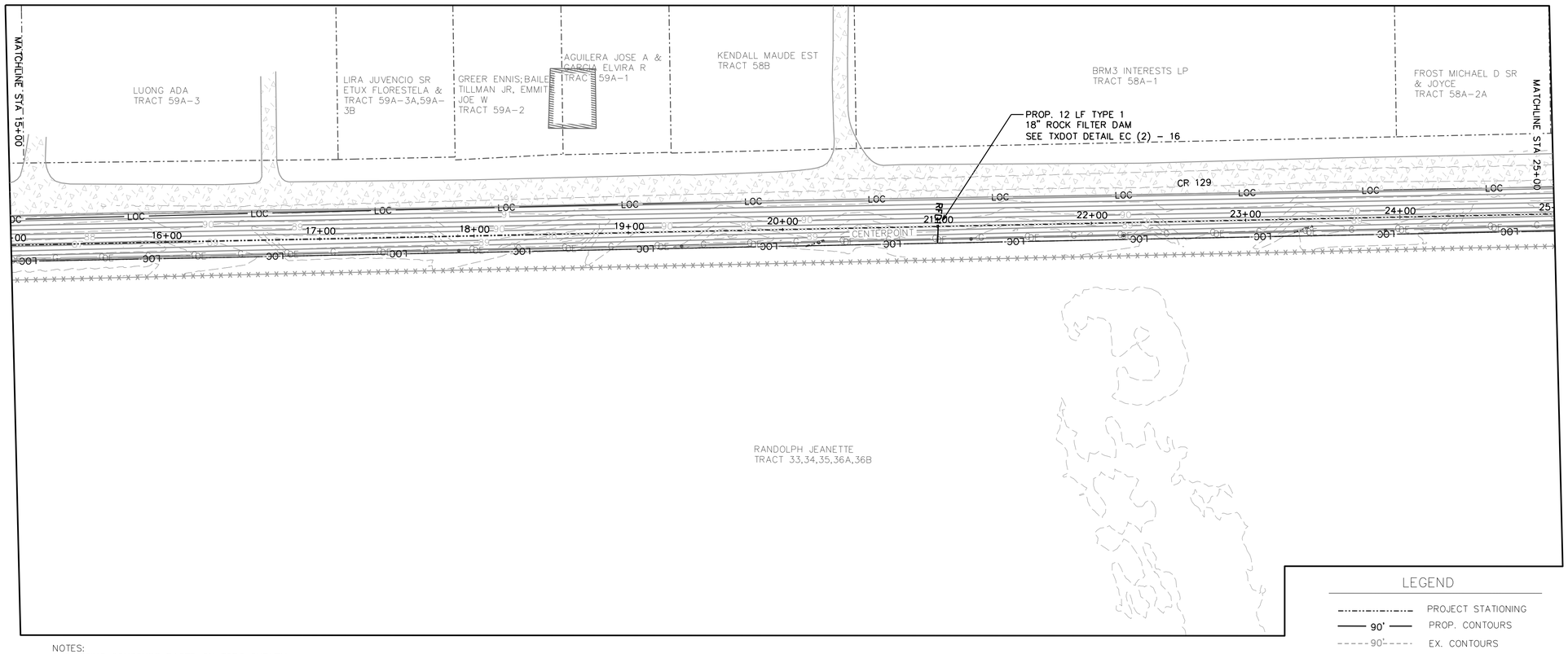
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 2

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
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- DRAINAGE EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- G EX. GAS LINE
- OE EX. OVERHEAD ELECTRIC
- EX. CUSTOM FENCE LINE
- EX. POWER POLE
- RFD1 TYPE 1 ROCK FILTER DAM
- LOC LIMIT OF CONSTRUCTION

CAUTION
GAS LINE
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EXCAVATION!

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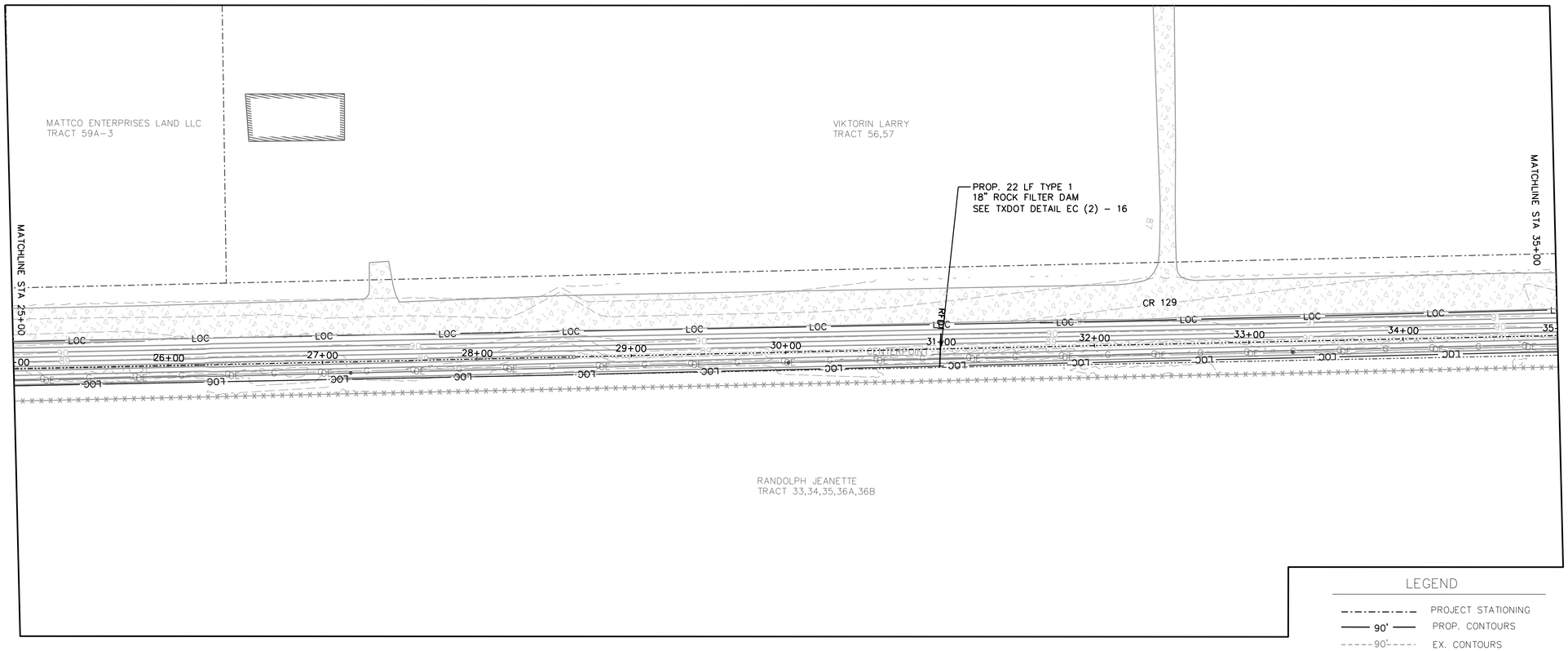
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 3

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- G EX. GAS LINE
- OE EX. OVERHEAD ELECTRIC
- EX. CUSTOM FENCE LINE
- EX. POWER POLE
- RFD1 TYPE 1 ROCK FILTER DAM
- LOC LIMIT OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
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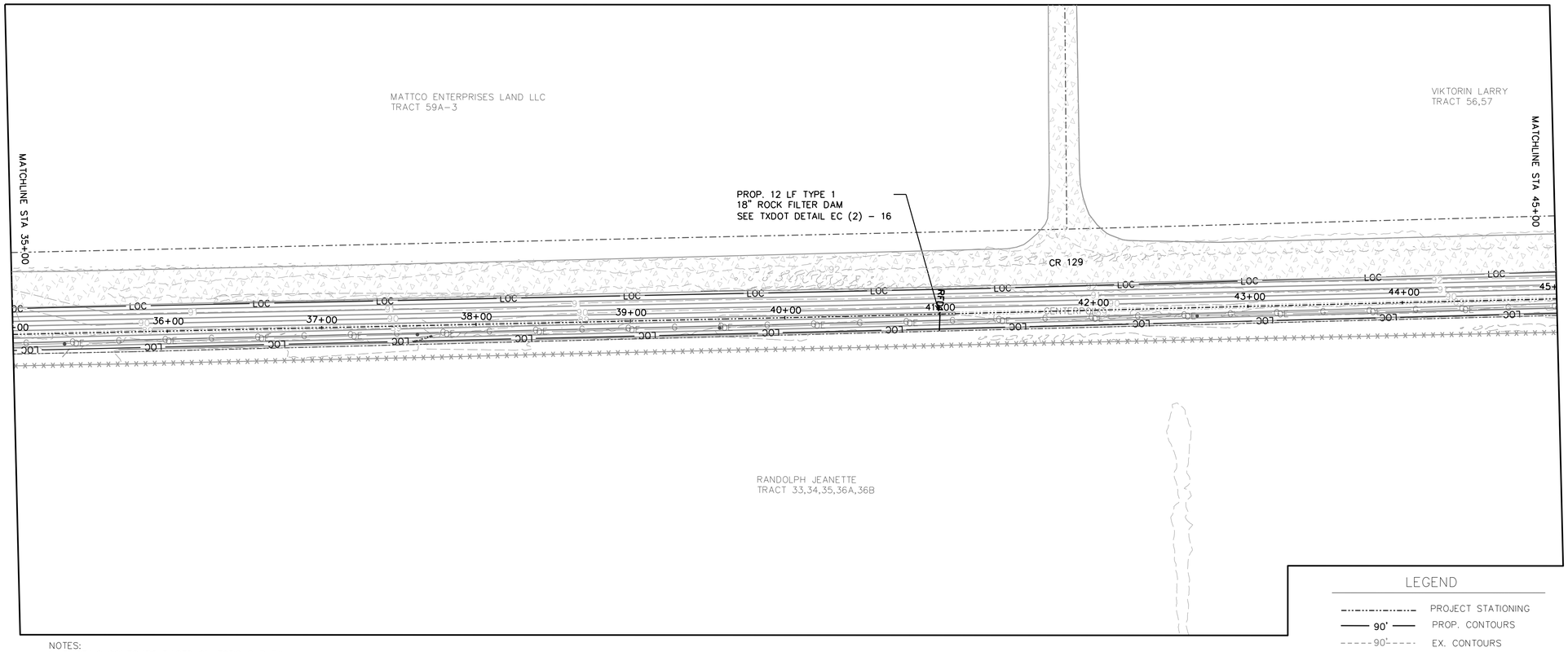
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 4

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- G EX. GAS LINE
- OE EX. OVERHEAD ELECTRIC
- EX. CUSTOM FENCE LINE
- EX. POWER POLE
- RFD1 TYPE 1 ROCK FILTER DAM
- LOC LIMIT OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

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REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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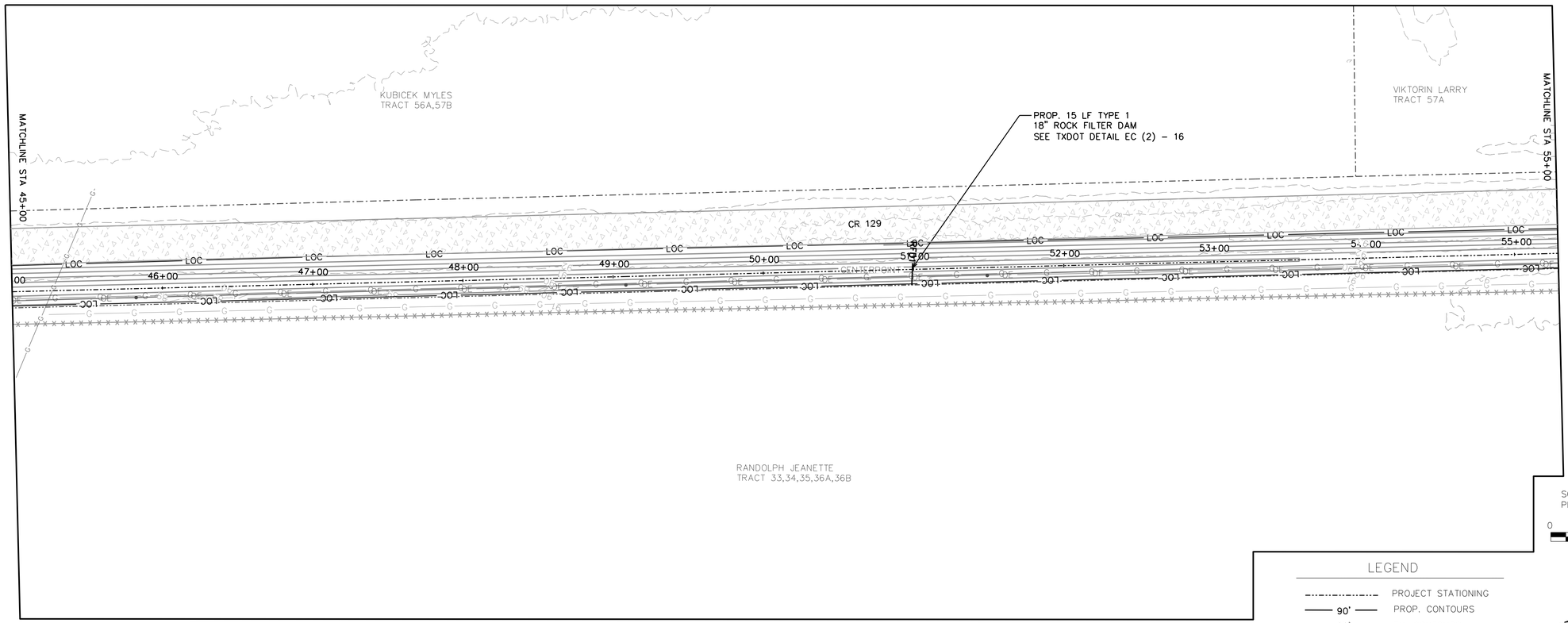
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION SHEET - 5

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

LEGEND

PROJECT STATIONING	
90'	PROP. CONTOURS
90'	EX. CONTOURS
	PROP. DRAINAGE
	DRAINAGE EASEMENT
	PROPERTY LINE
	EX. PAVEMENT
G	EX. GAS LINE
OE	EX. OVERHEAD ELECTRIC
	EX. CUSTOM FENCE LINE
	EX. POWER POLE
RFD1	TYPE 1 ROCK FILTER DAM
LOC	LIMIT OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

NOTES:
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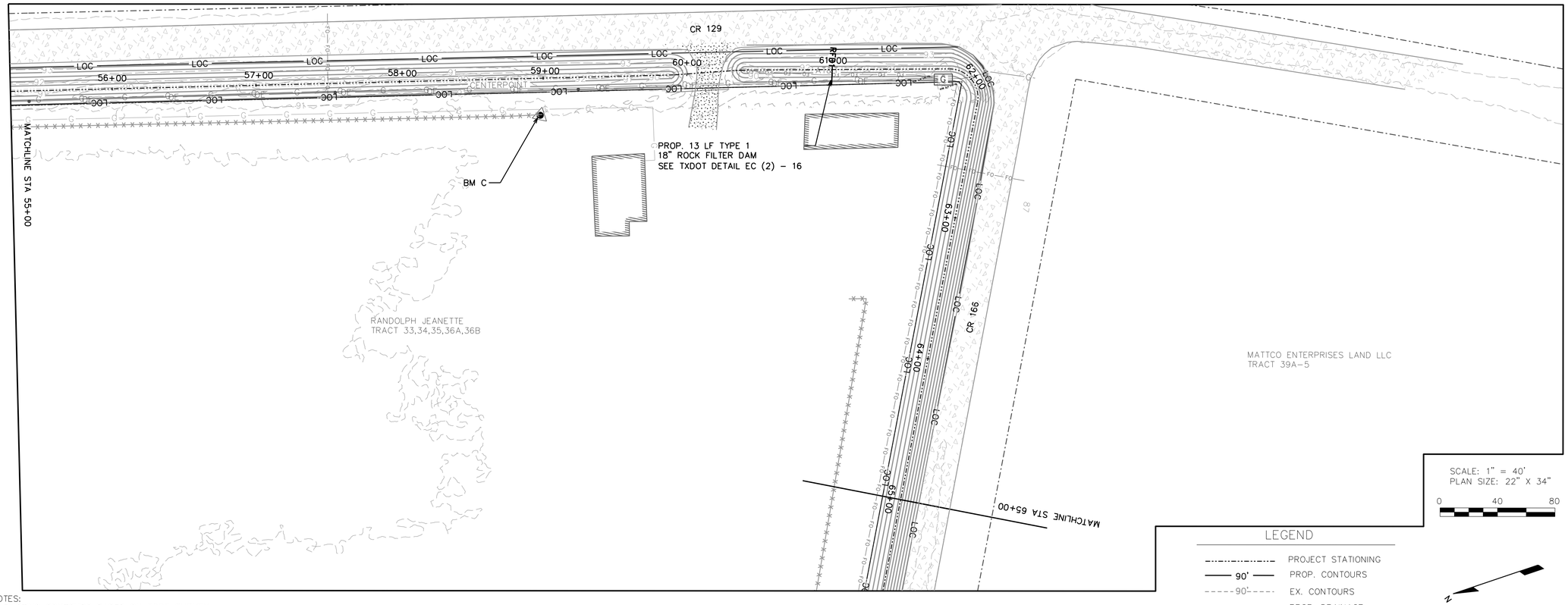
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 6

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



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LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- G EX. GAS LINE
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- OE EX. OVERHEAD ELECTRIC
- EX. CUSTOM FENCE LINE
- EX. POWER POLE
- G GAS METER
- RFD1 TYPE 1 ROCK FILTER DAM
- LOC LIMIT OF CONSTRUCTION
- SURVEY BENCHMARK

CAUTION
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EXCAVATION!

REV NO.	BY	DATE	DESCRIPTION

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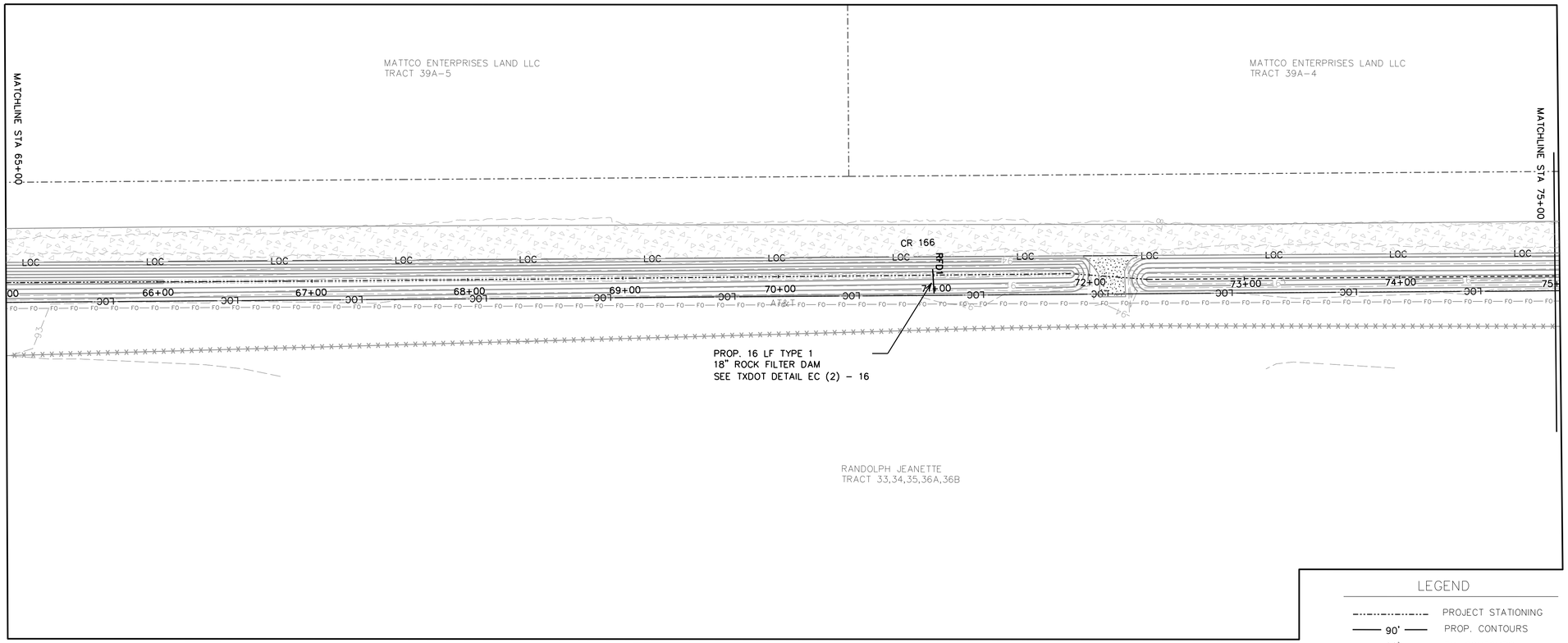
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 7

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- EXISTING EASEMENT
- PROPERTY LINE
- EX. PAVEMENT
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- EX. CUSTOM FENCE LINE
- RFD1 TYPE 1 ROCK FILTER DAM
- LOC LIMIT OF CONSTRUCTION

SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

NOTES:
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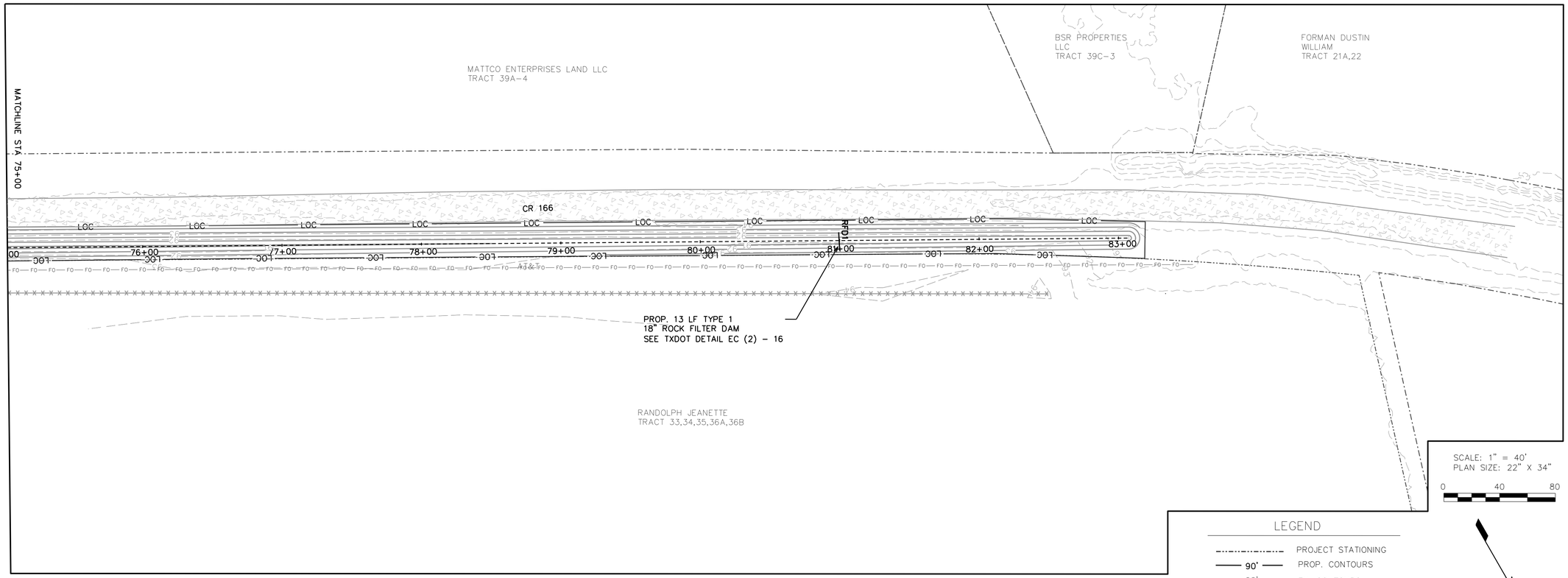
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 8

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



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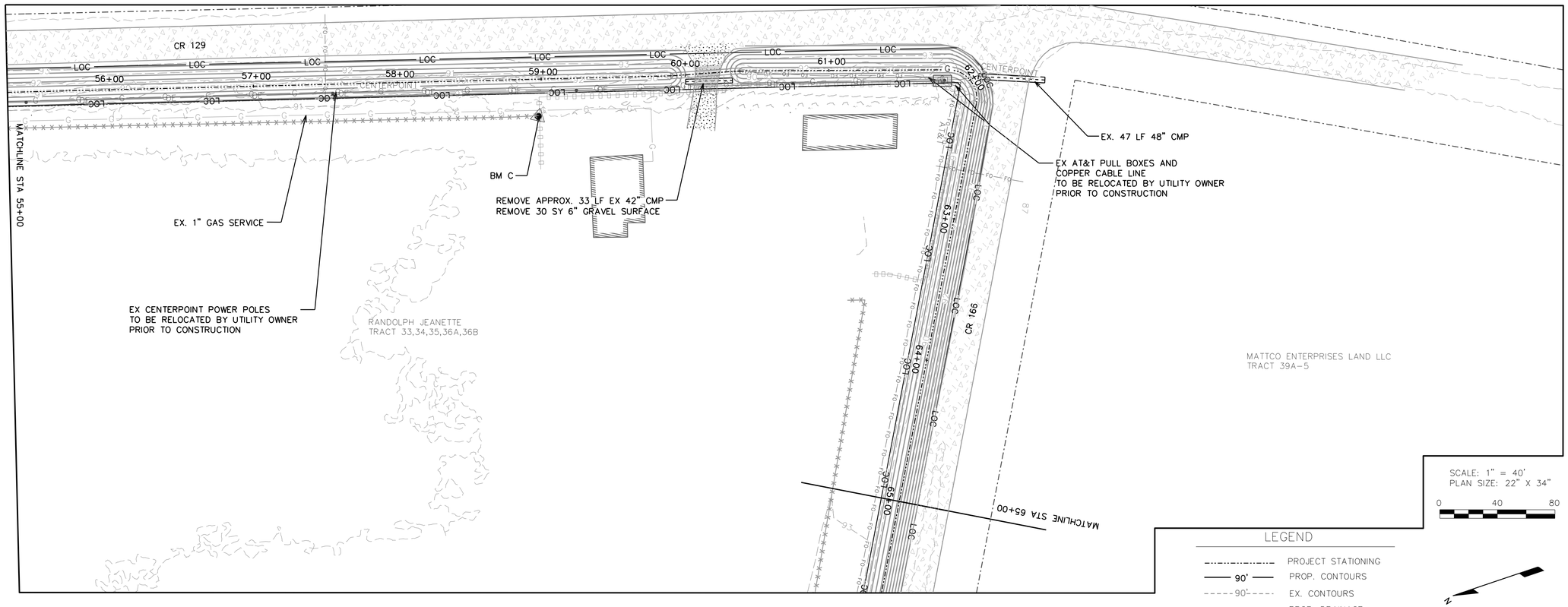
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

TEMPORARY EROSION CONTROL SHEET - 9

ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

N

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- G EX. GAS LINE
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- G EX GAS METER
- EX GRAVEL
- EX PAVEMENT
- SURVEY BENCHMARK

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. REFERENCE GENERAL NOTES.
3. EXISTING CENTERPOINT POWER POLES UTILITIES TO BE RELOCATED BY UTILITY OWNER PRIOR TO CONSTRUCTION.
4. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES TO BE RELOCATED BY UTILITY OWNER PRIOR TO CONSTRUCTION.
5. REFERENCE DETAIL SHEETS.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

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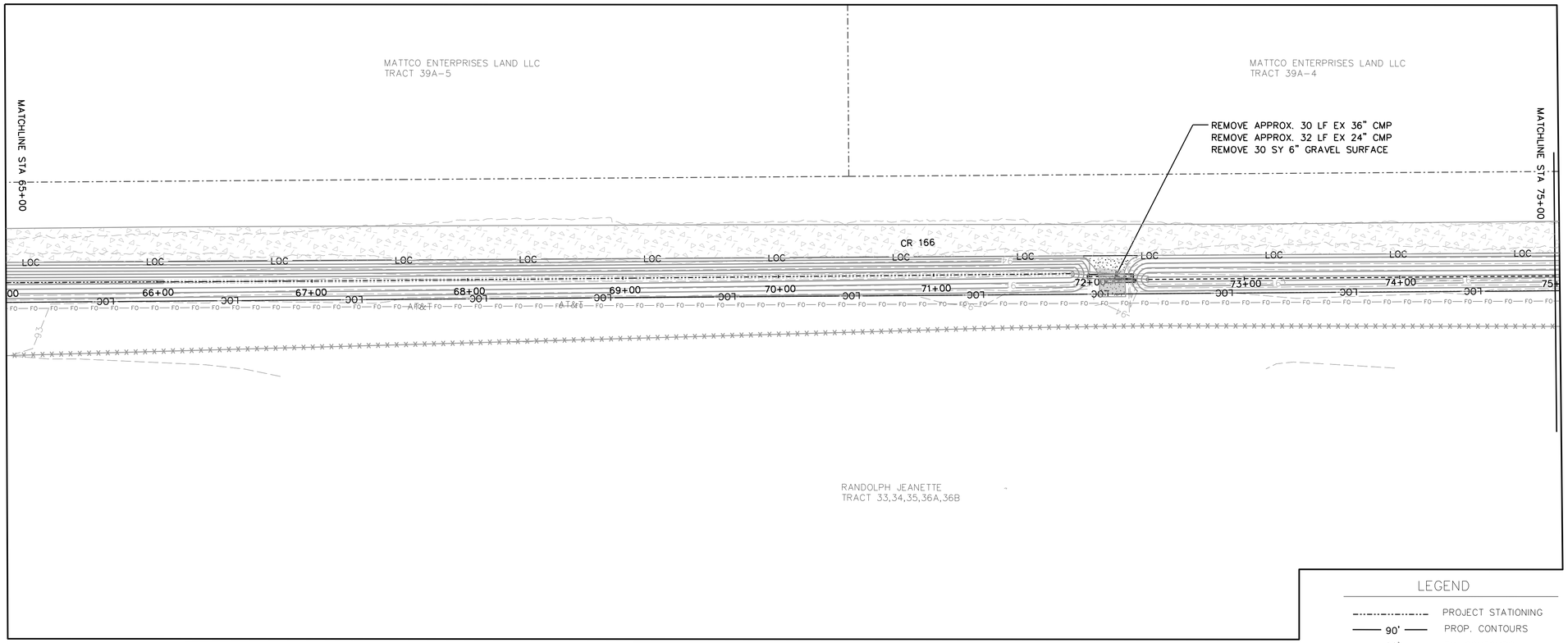
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

DEMOLITION SHEET - 1

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

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SCALE: 1" = 40'
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LEGEND

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- EXISTING EASEMENT
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- EX. FENCE LINE
- EX GRAVEL
- EX PAVEMENT

NOTES:
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3. EXISTING CENTERPOINT POWER POLES UTILITIES TO BE RELOCATED BY UTILITY OWNER PRIOR TO CONSTRUCTION.
4. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES TO BE RELOCATED BY UTILITY OWNER PRIOR TO CONSTRUCTION.
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REV NO.	DESCRIPTION	DATE	BY

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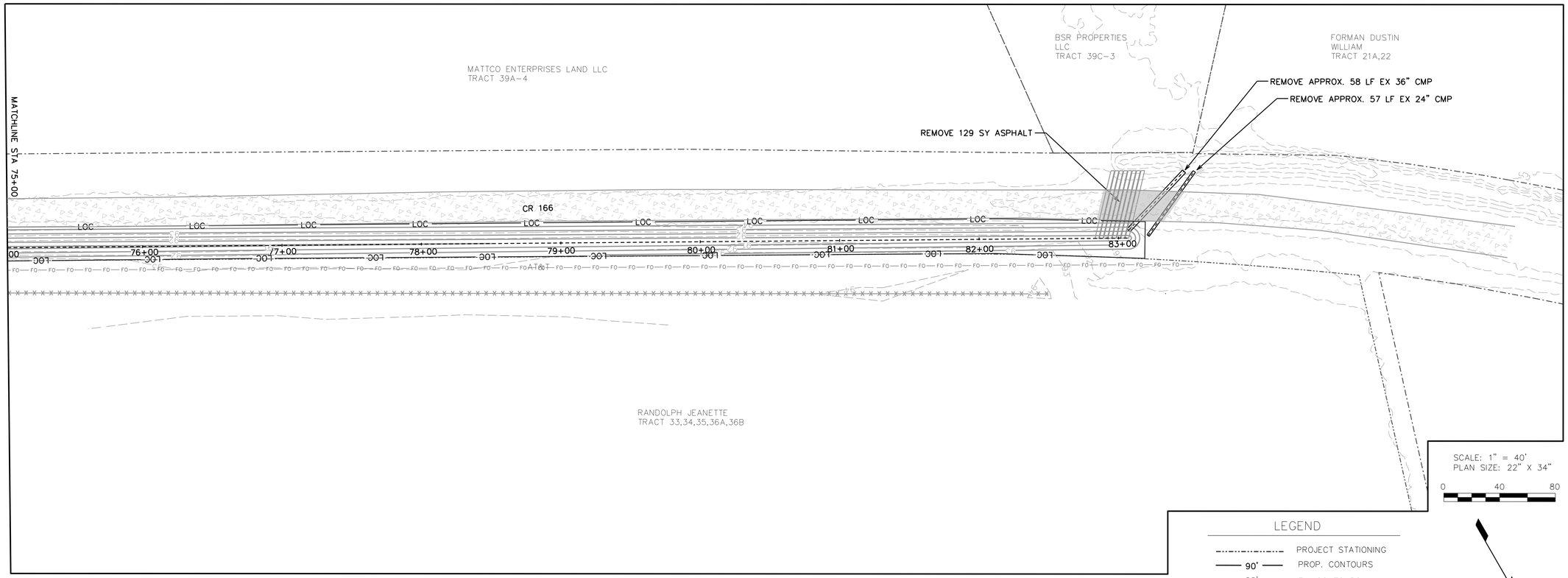
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

DEMOLITION SHEET - 2

STATE OF TEXAS
ERIC C. SCHEIBE
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LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. REFERENCE GENERAL NOPOWER POLES UTILITIES TO BE RELOCATED BY UTILITY OWNER PRIOR TO CONSTRUCTION.
4. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES TO BE RELOCATED BY UTILITY OWNER PRIOR TO CONSTRUCTION.
5. REFERENCE DETAIL SHEETS.

REV NO.	BY	DATE	DESCRIPTION

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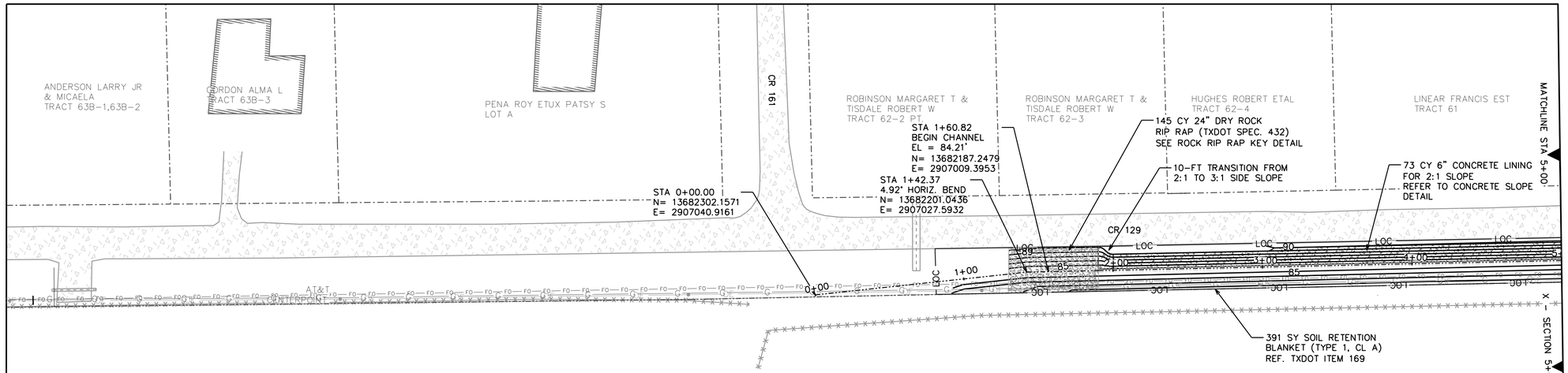
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

DEMOLITION SHEET - 3

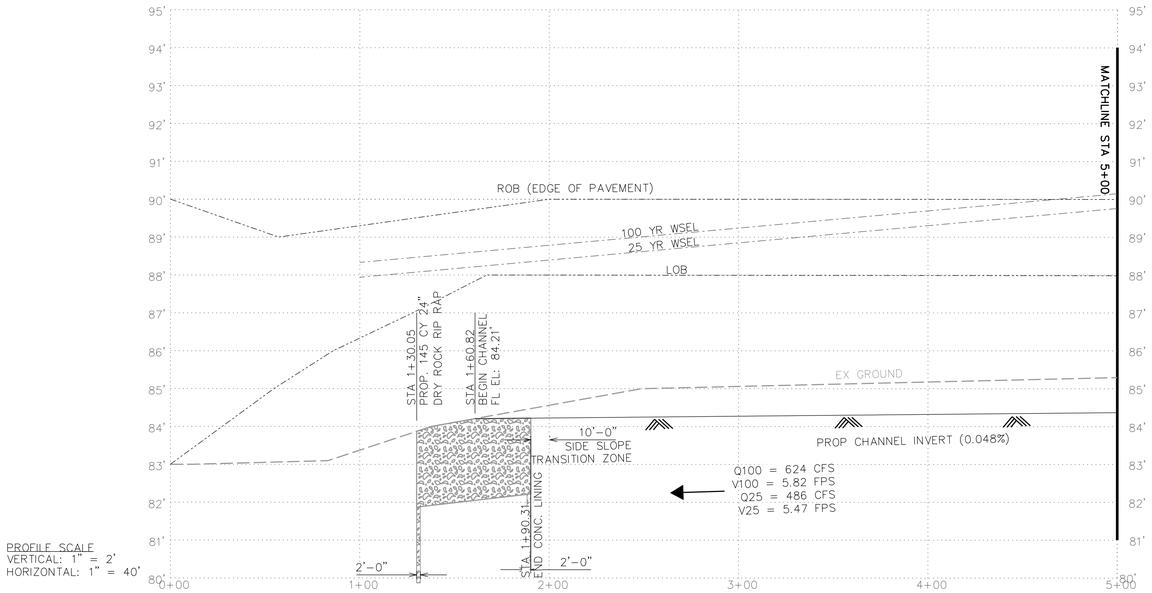
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
6. CONCRETE SHALL ADHERE TO TXDOT SPEC. 420, CLASS B, 3000 PSI.
7. REFERENCE DETAIL SHEETS.



PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'

SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- SURVEY CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- CHANNEL BOTTOM
- G EX GAS LINE
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- EX. PAVEMENT
- LOC LIMITS OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

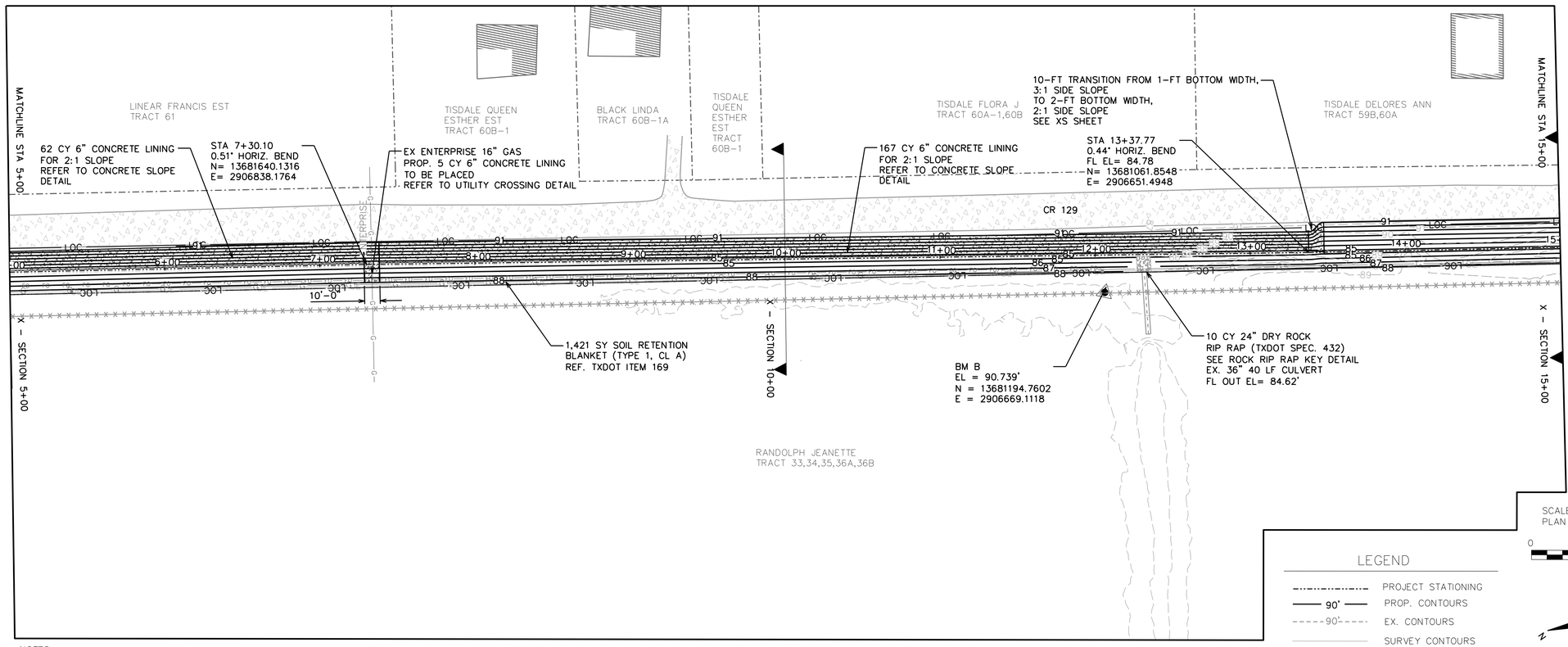
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

N. OF CR 166 CHANNEL PLAN/PROFILE - 1

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
6. CONCRETE SHALL ADHERE TO TXDOT SPEC. 420, CLASS B, 3000 PSI.
7. REFERENCE DETAIL SHEETS.

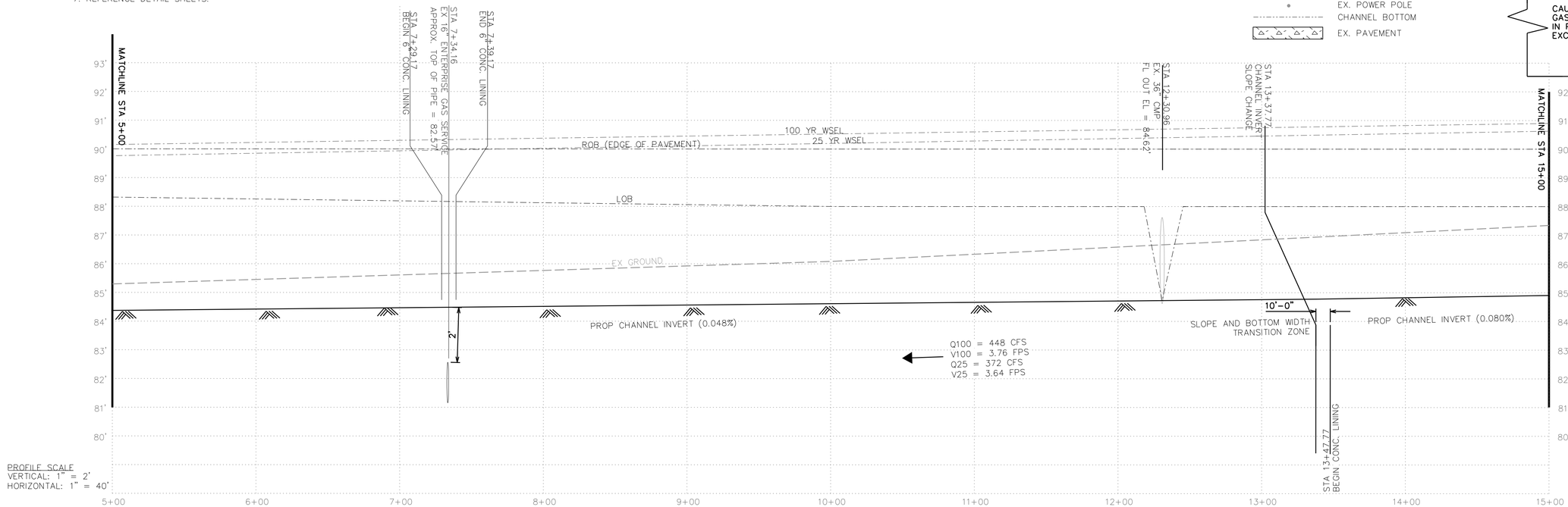
SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- SURVEY CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- G EX. GAS LINE
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- CHANNEL BOTTOM
- EX. PAVEMENT
- LOC LIMITS OF CONSTRUCTION
- SURVEY BENCHMARK

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!



PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC

PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

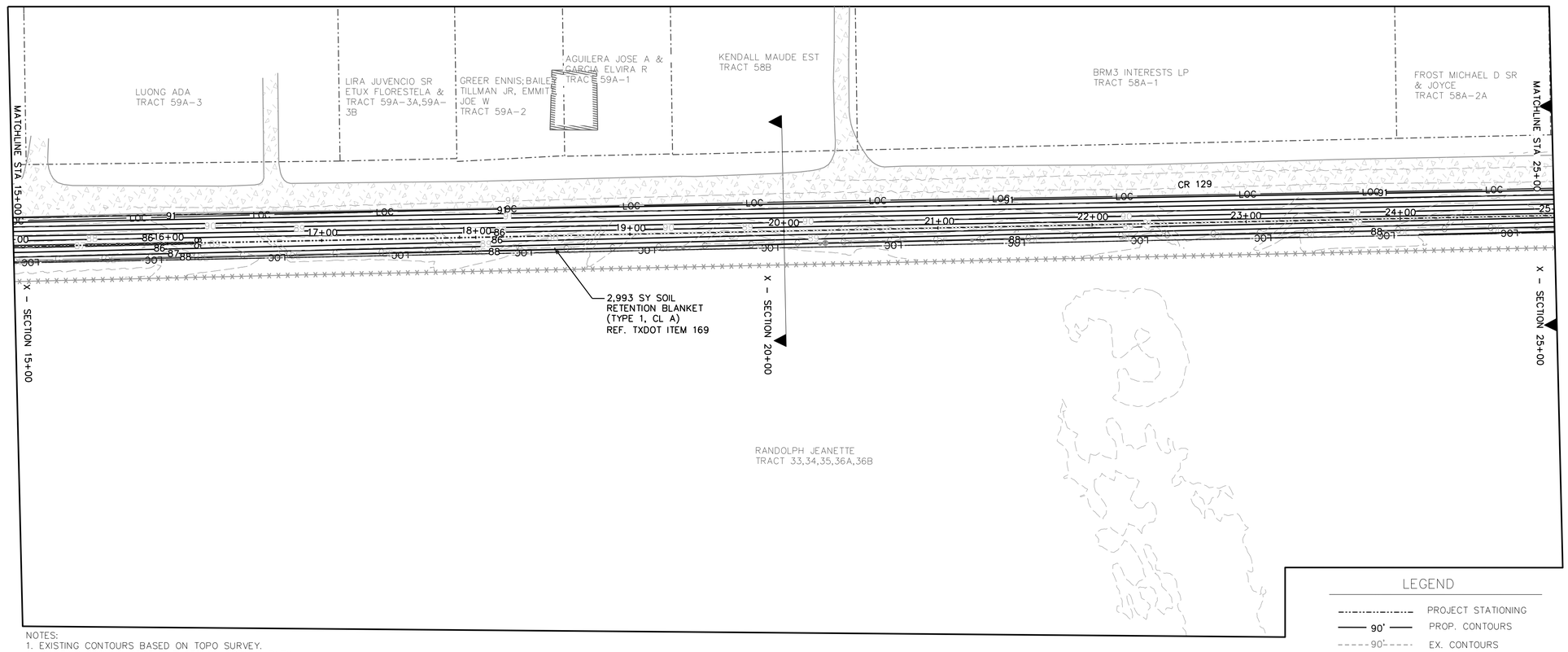
N. OF CR 166 CHANNEL PLAN/PROFILE - 2

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 17 OF 32



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. REFERENCE DETAIL SHEETS.

SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

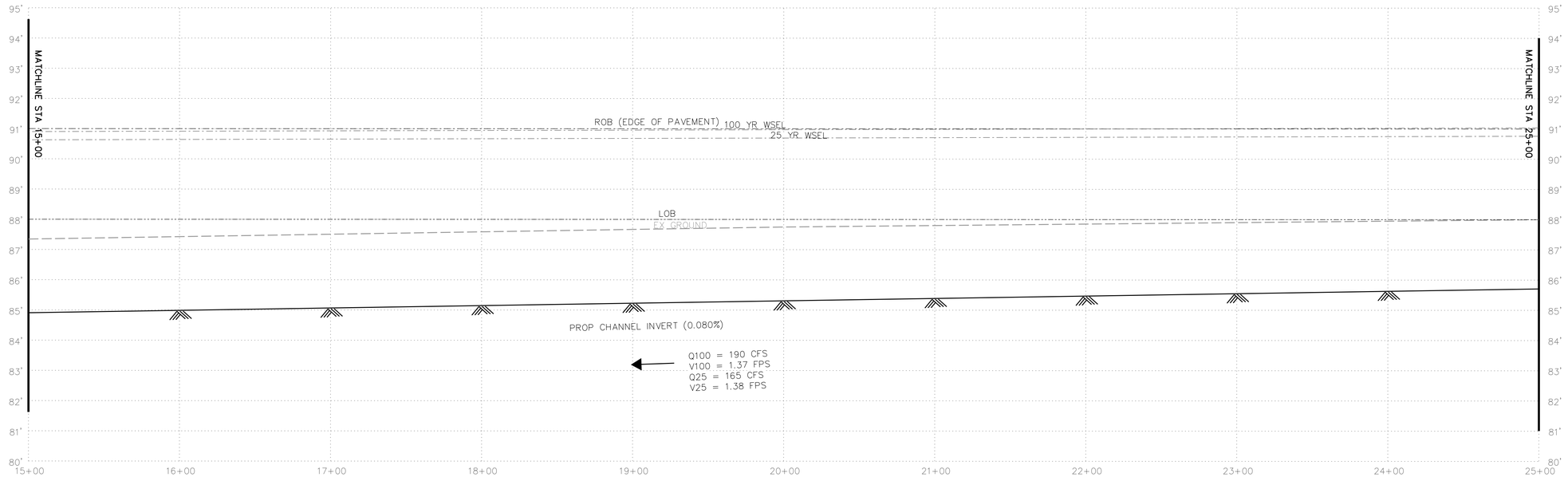
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LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- CHANNEL BOTTOM
- G EX GAS LINE
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- EX. PAVEMENT
- LOC LIMITS OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'



REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

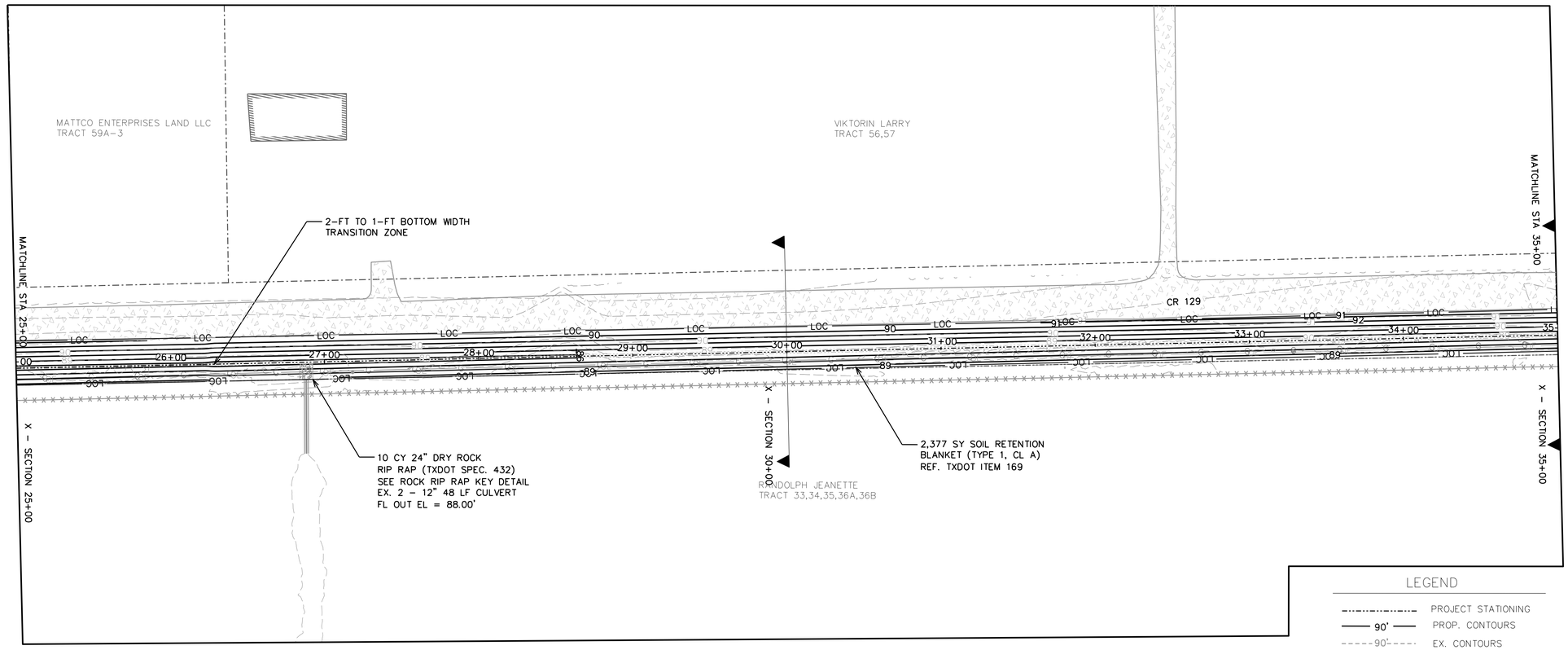
N. OF CR 166 CHANNEL PLAN/PROFILE - 3

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 18 OF 32



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. REFERENCE DETAIL SHEETS.

SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

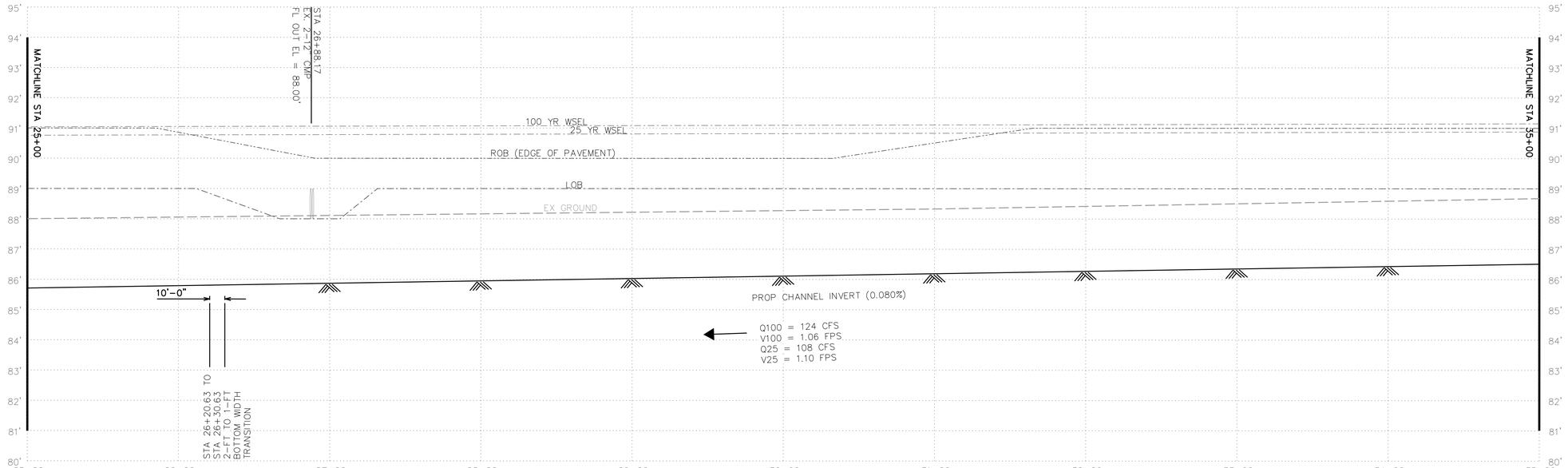
0 40 80

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- CHANNEL BOTTOM
- G EX GAS LINE
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- EX. PAVEMENT
- LOC LIMITS OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'



REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

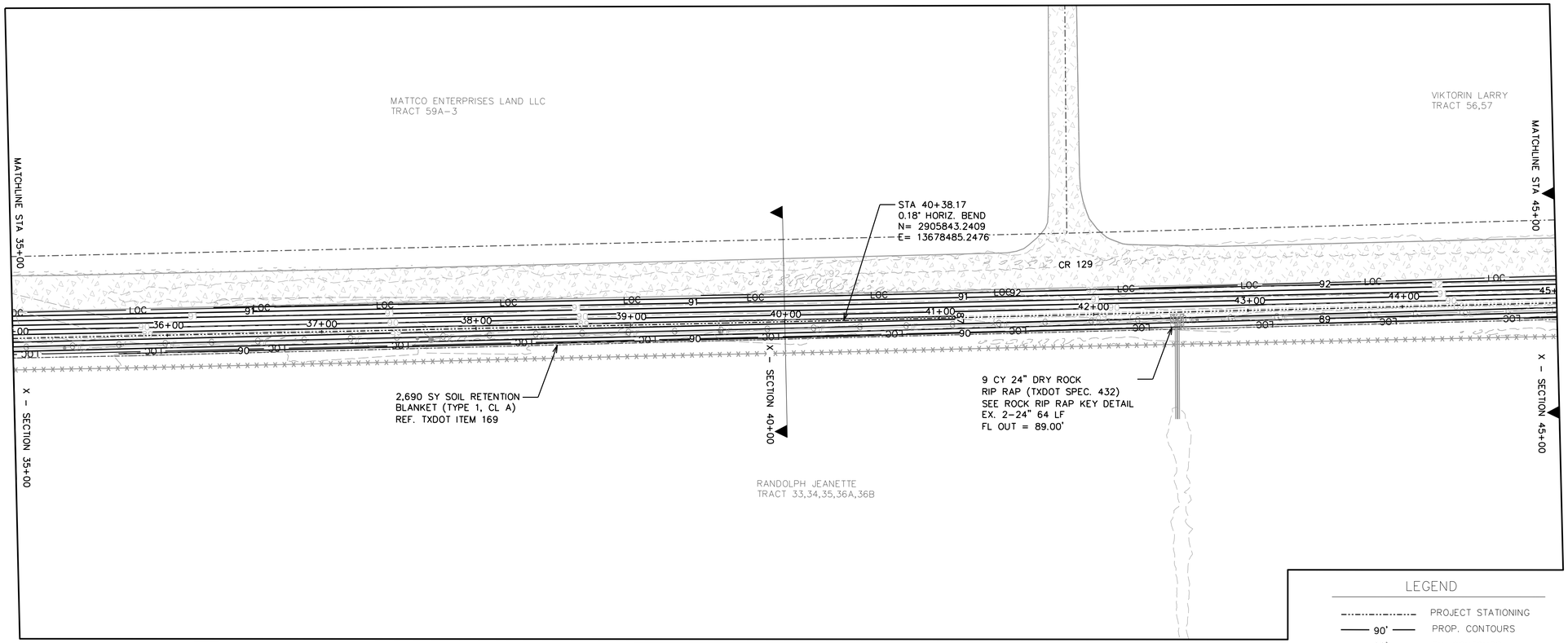
N. OF CR 166 CHANNEL PLAN/PROFILE - 4

STATE OF TEXAS
ERIC C SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 19 OF 32



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

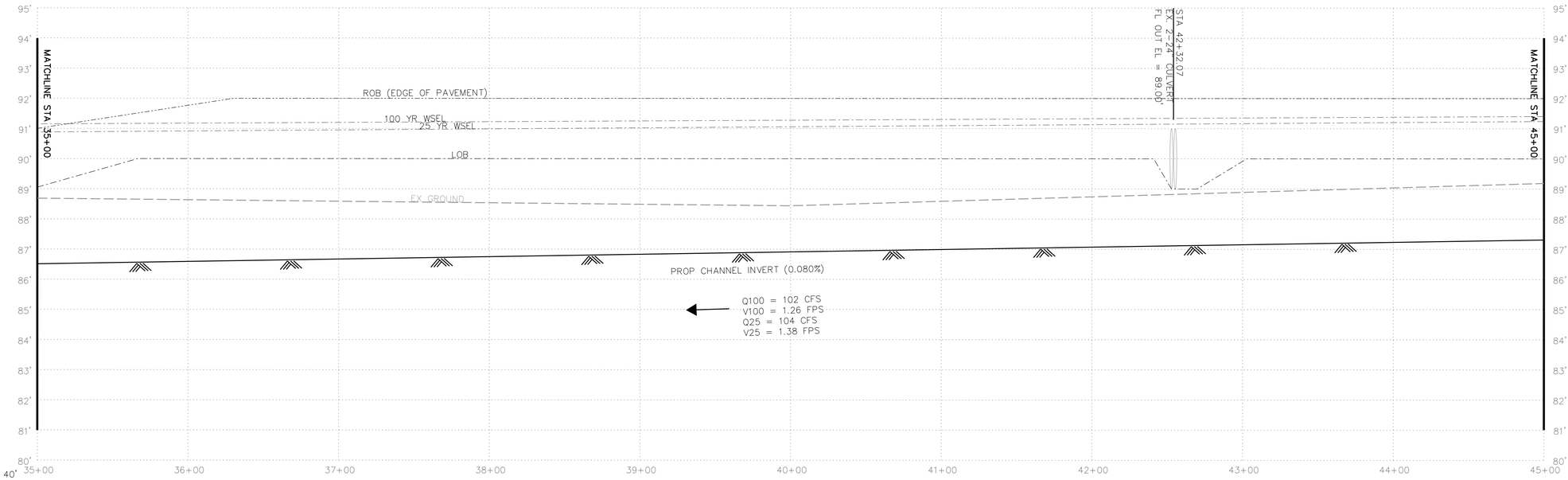
0 40 80

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90'- EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- CHANNEL BOTTOM
- G EX GAS LINE
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- EX. PAVEMENT
- LOC LIMITS OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. REFERENCE DETAIL SHEETS.



PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

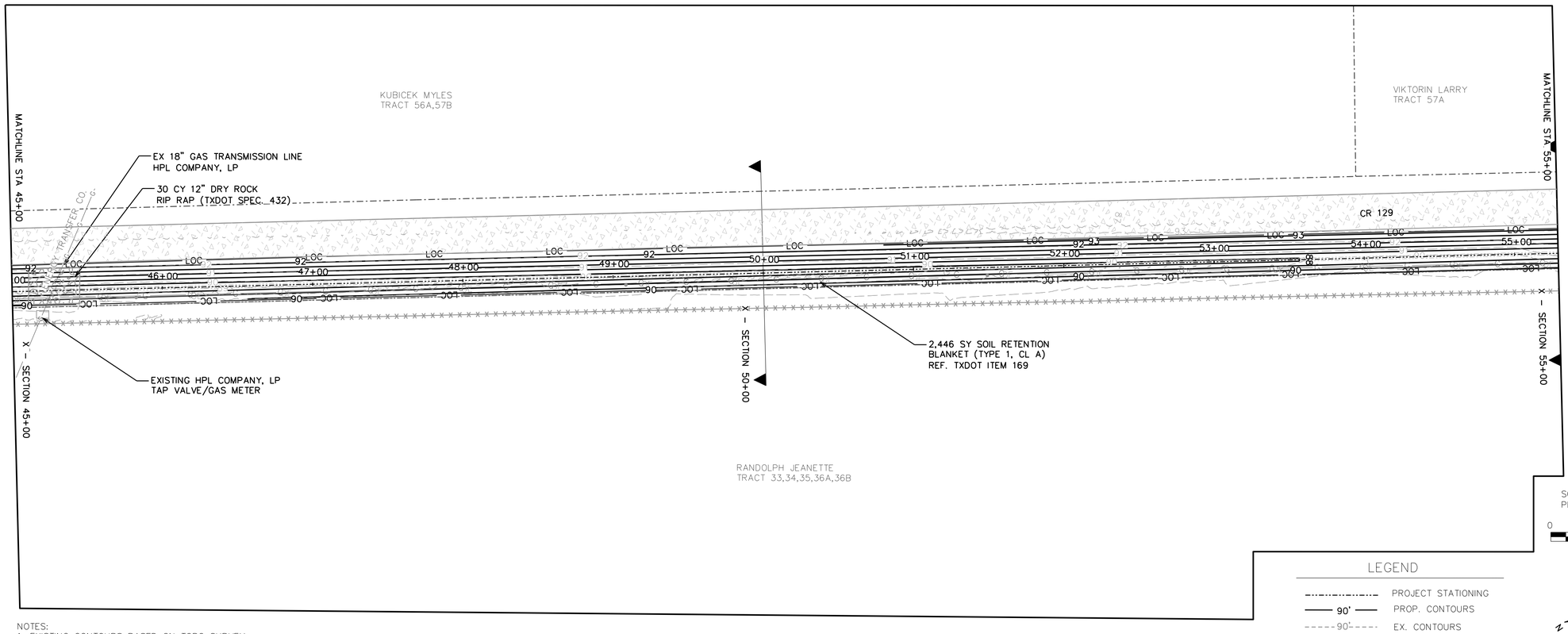
WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

N. OF CR 166 CHANNEL PLAN/PROFILE - 5

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. REFERENCE DETAIL SHEETS.

SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

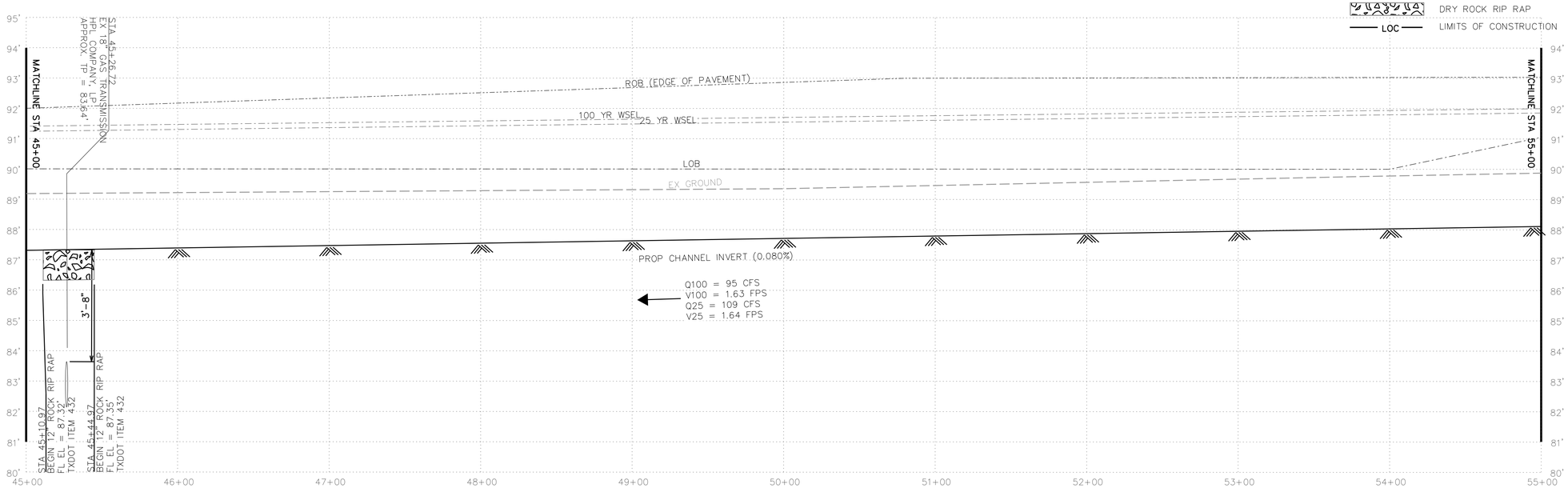
0 40 80

LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- PROP. DRAINAGE
- DRAINAGE EASEMENT
- PROPERTY LINE
- CHANNEL BOTTOM
- G EX GAS LINE
- EX GAS METER
- OE EX. OVERHEAD ELECTRIC
- EX. POWER POLE
- EX. PAVEMENT
- DRY ROCK RIP RAP
- LOC LIMITS OF CONSTRUCTION

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'



REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

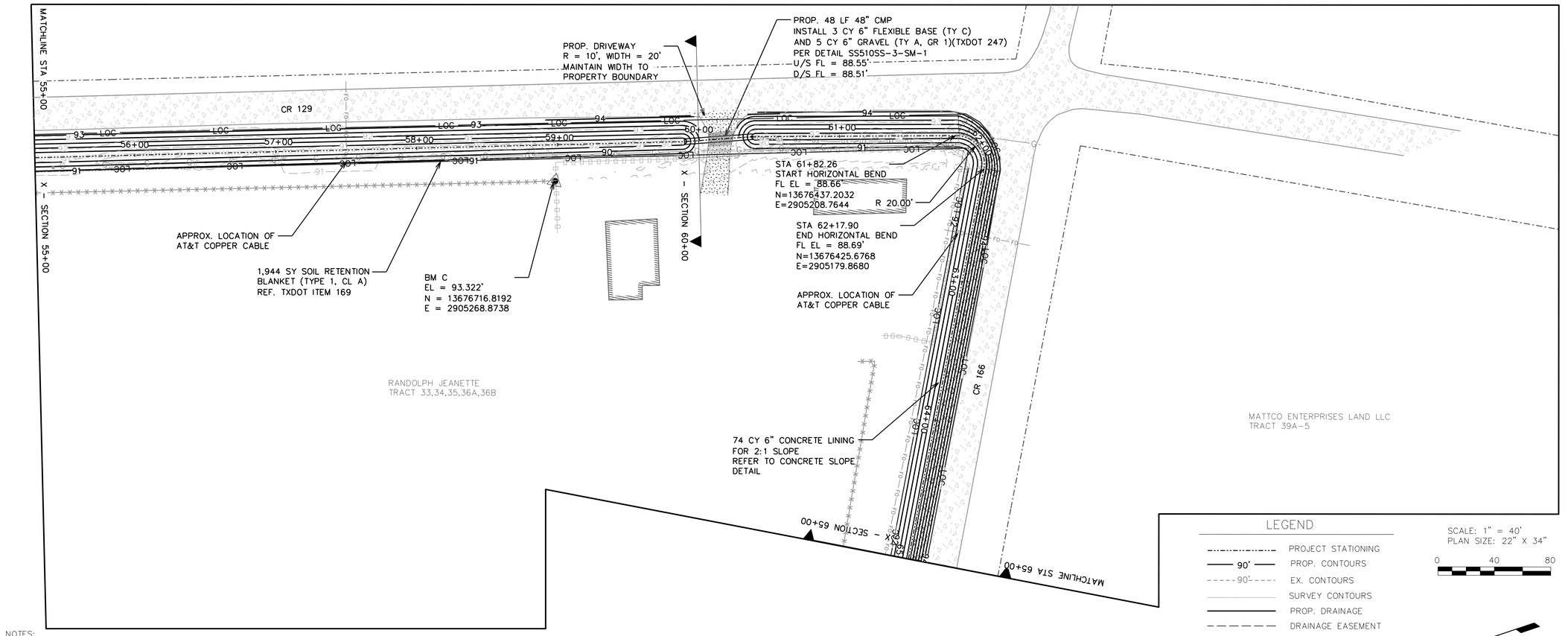
N. OF CR 166 CHANNEL PLAN/PROFILE - 6

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

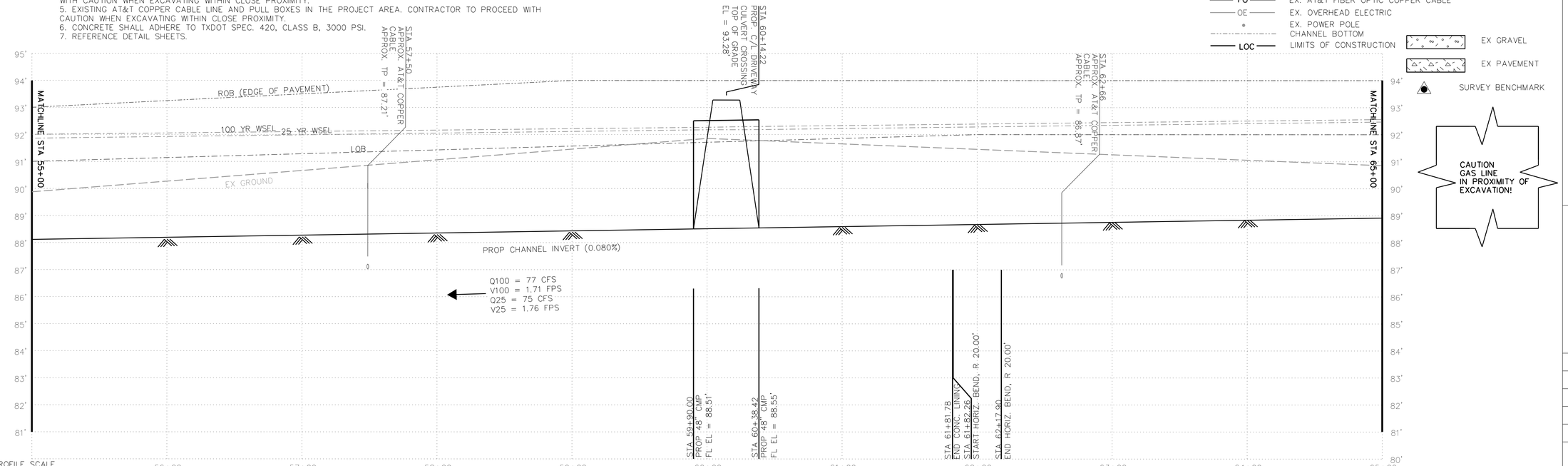
DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 21 OF 32



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
6. CONCRETE SHALL ADHERE TO TXDOT SPEC. 420, CLASS B, 3000 PSI.
7. REFERENCE DETAIL SHEETS.



PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

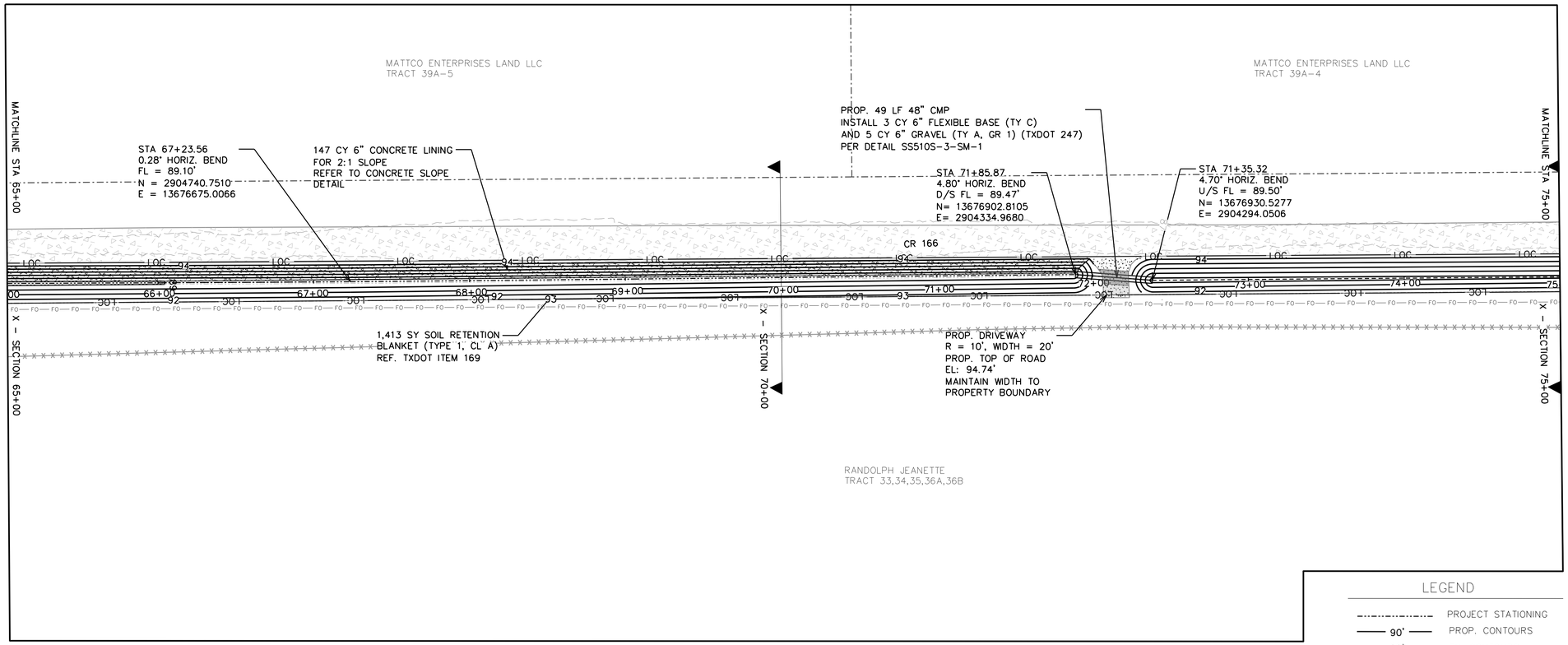
N. OF CR 166 CHANNEL PLAN/PROFILE - 7

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 22 OF 32



SCALE: 1" = 40'
PLAN SIZE: 22" X 34"

0 40 80

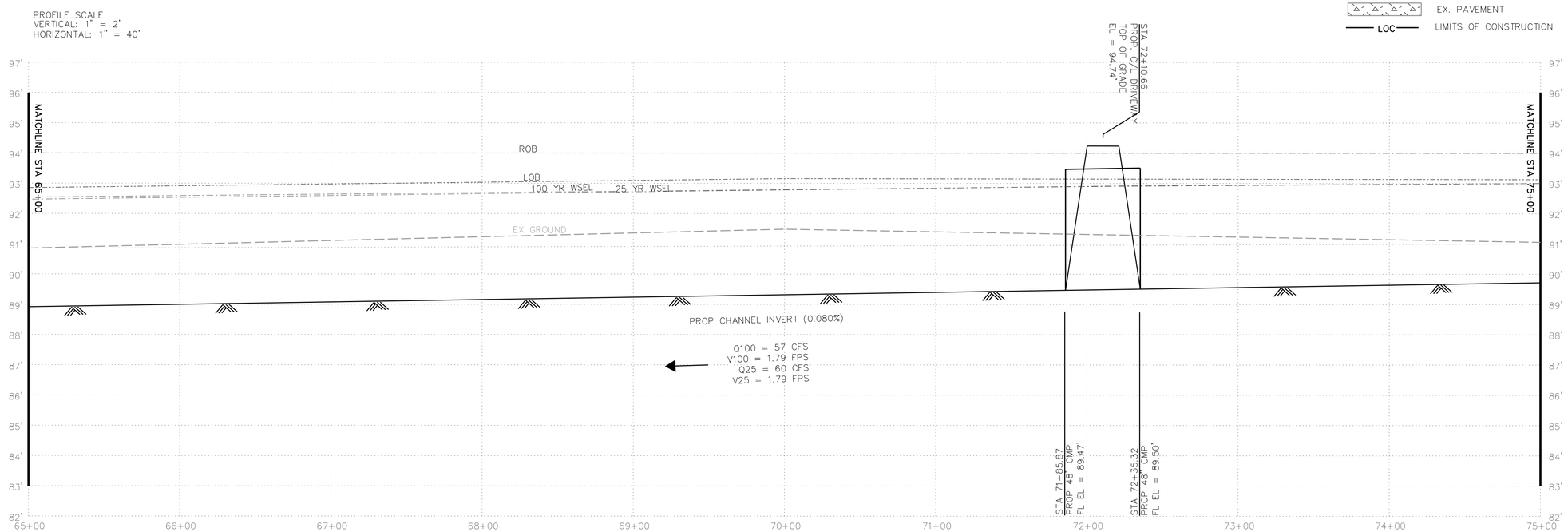
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LEGEND

- PROJECT STATIONING
- 90' PROP. CONTOURS
- 90' EX. CONTOURS
- SURVEY CONTOURS
- PROP. DRAINAGE
- EXISTING EASEMENT
- PROPERTY LINE
- CHANNEL BOTTOM
- FO EX. AT&T FIBER OPTIC COPPER CABLE
- EX. PAVEMENT
- LOC LIMITS OF CONSTRUCTION

NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. REFERENCE DETAIL SHEETS.

PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'



REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

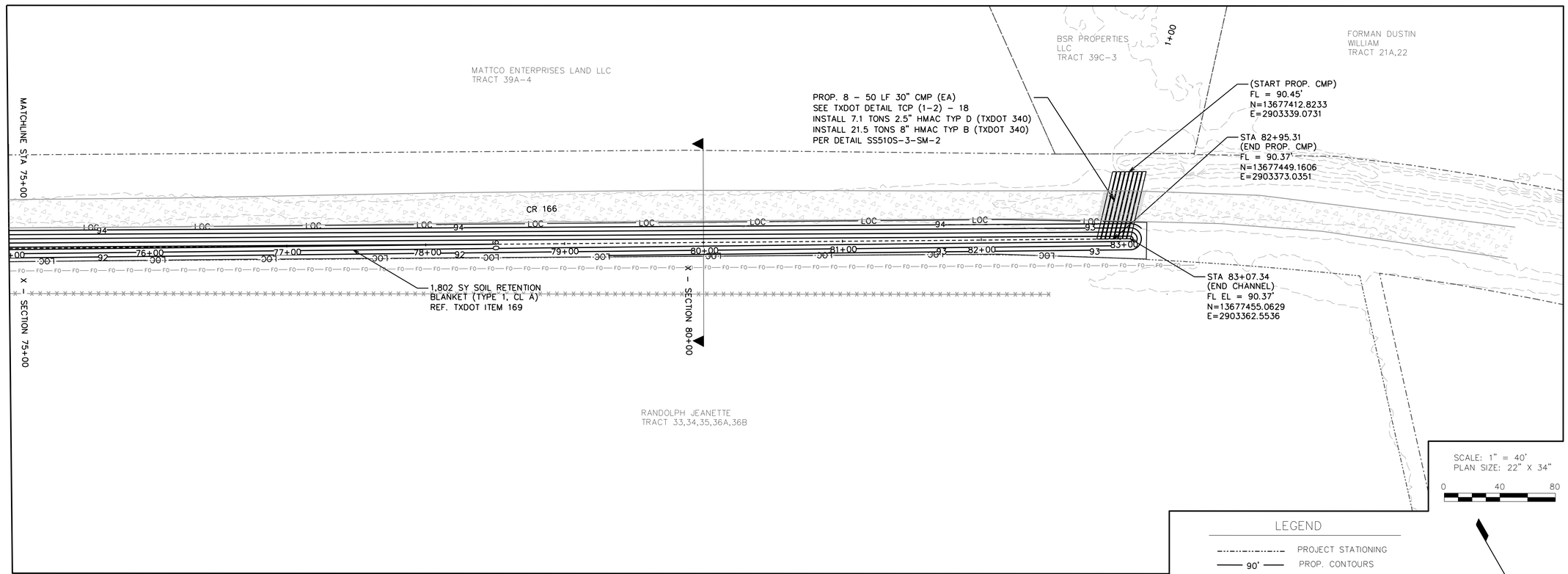
N. OF CR 166 CHANNEL PLAN/PROFILE - 8

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

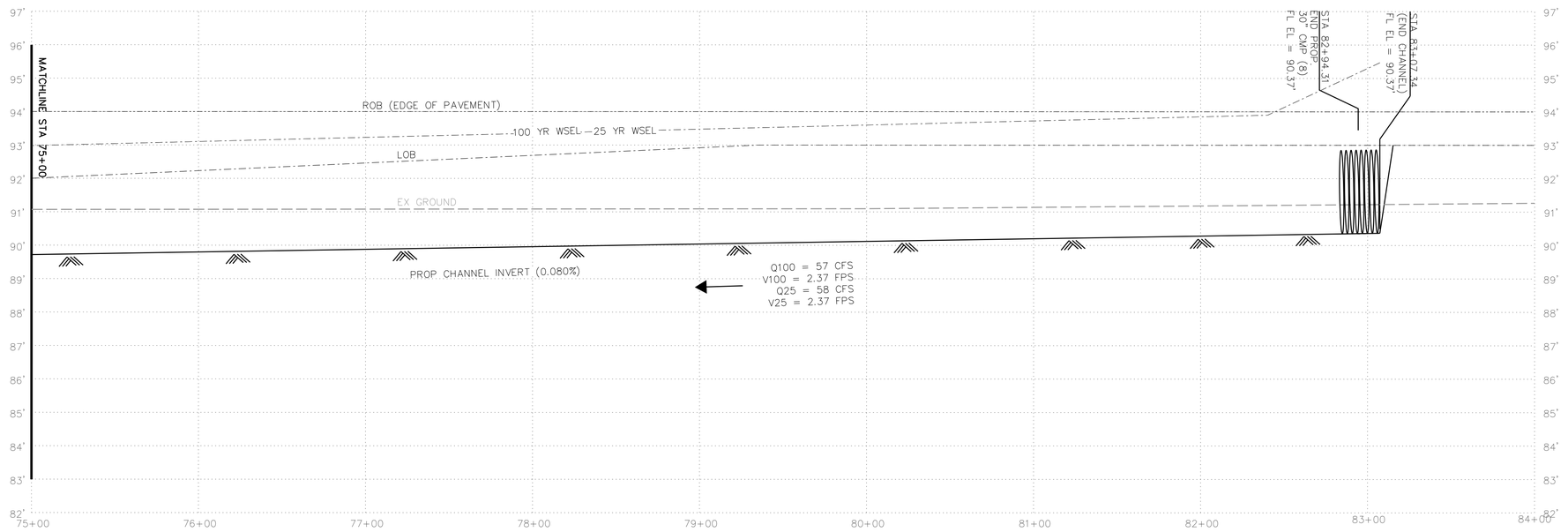
DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 23 OF 32



NOTES:
1. EXISTING CONTOURS BASED ON TOPO SURVEY.
2. EXISTING GROUND PROFILE BASED ON TOPO SURVEY.
3. REFERENCE GENERAL NOTES.
4. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
5. REFERENCE DETAIL SHEETS.

PROFILE SCALE
VERTICAL: 1" = 2'
HORIZONTAL: 1" = 40'



REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

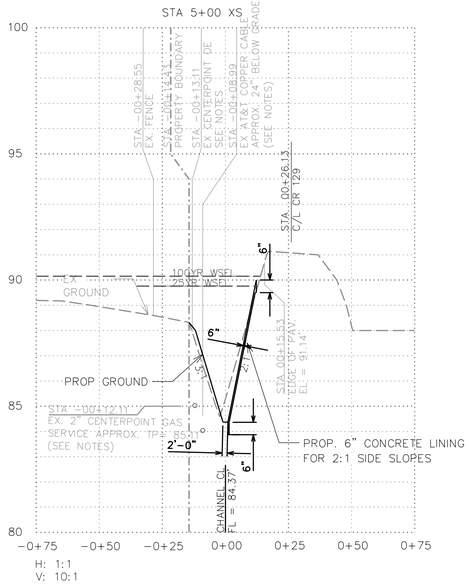
N. OF CR 166 CHANNEL PLAN/PROFILE - 9

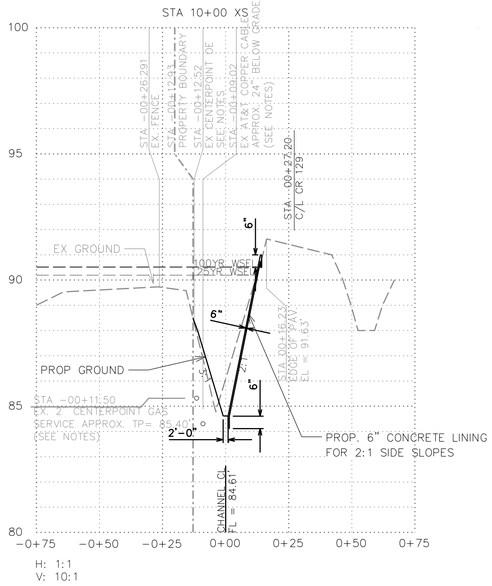
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

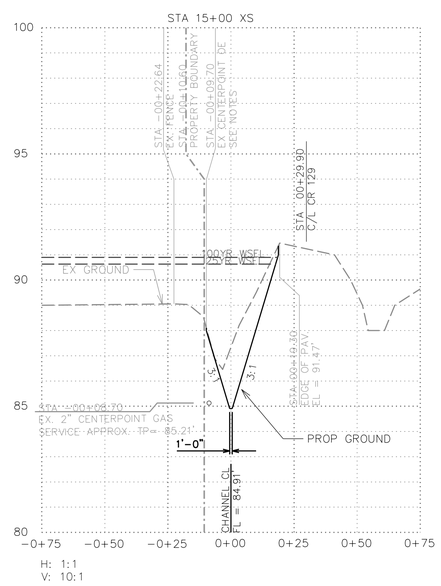
DATE: 02/09/24
TBPE FIRM # 13880

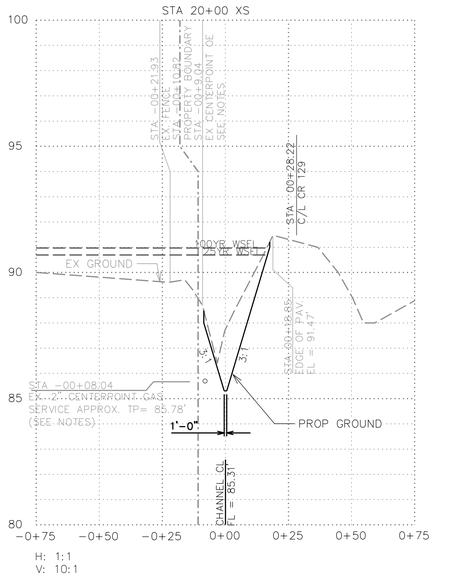
DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

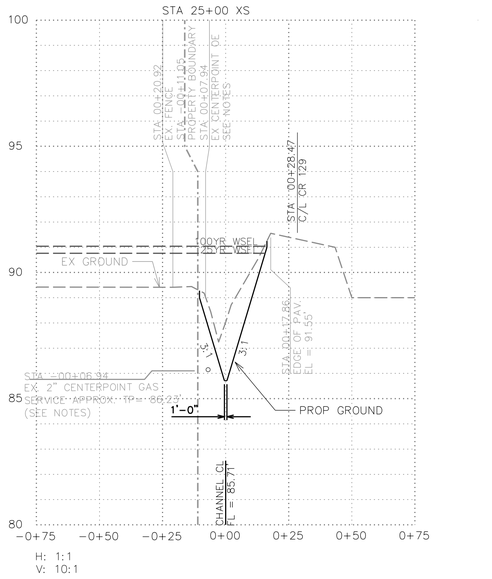
SHEET 24 OF 32

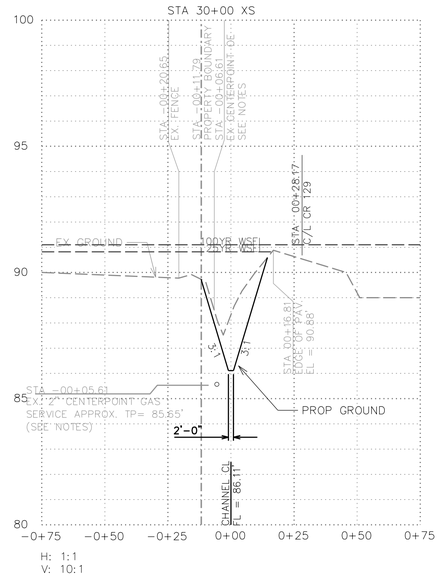












NOTES:
1. CROSS SECTION GROUND ELEVATION BASED ON TOPO SURVEY.
2. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
3. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
4. EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR SHALL PHYSICALLY LOCATE UNDERGROUND GAS PRIOR TO EXCAVATION.

CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

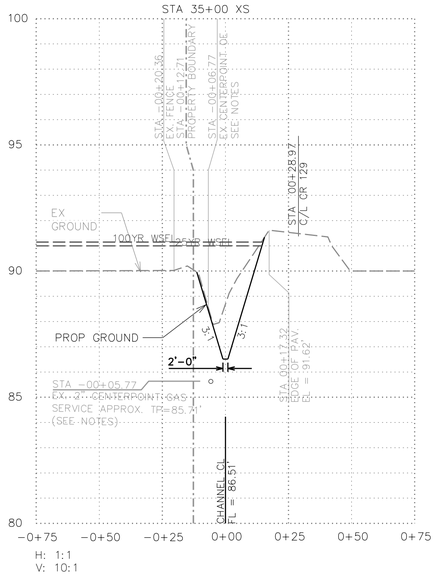
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

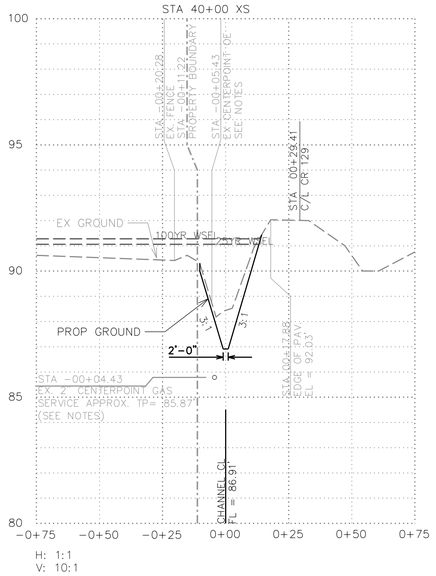
N. OF CR 166 CHANNEL CROSS SECTIONS - 1

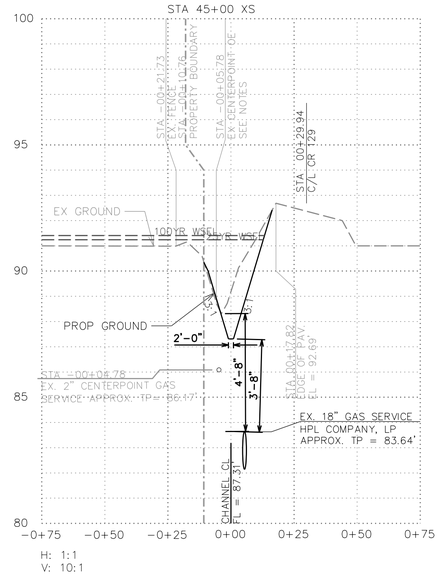
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

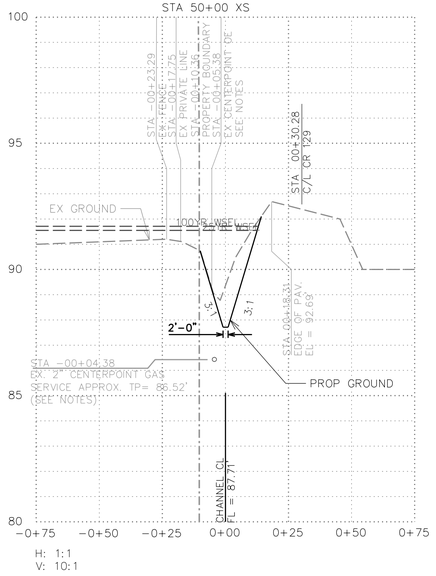
DATE: 02/09/24
TBPE FIRM # 13880

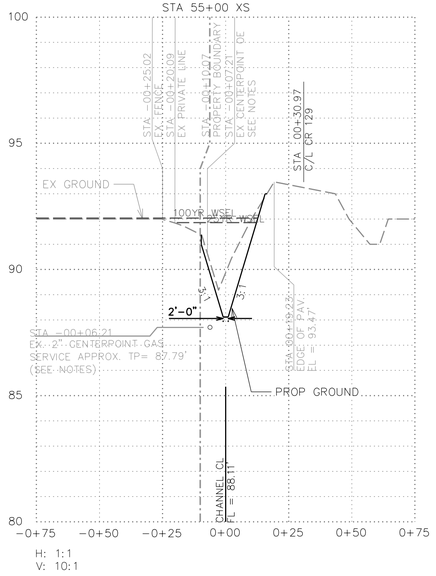
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DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

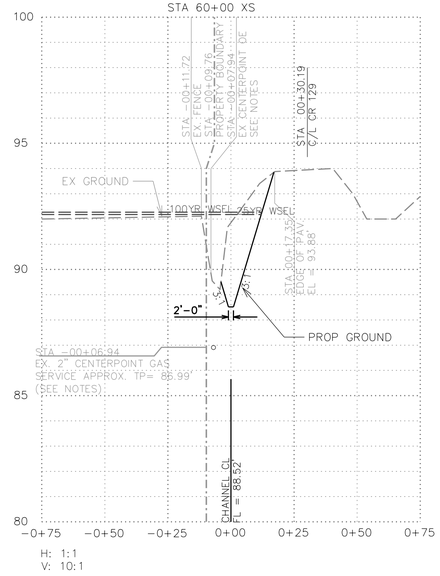












CAUTION
GAS LINE
IN PROXIMITY OF
EXCAVATION!

NOTES:
1. CROSS SECTION GROUND ELEVATION BASED ON TOPO SURVEY.
2. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
3. EXISTING AT&T COPPER CABLE LINE AND PULL BOXES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
4. EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR SHALL PHYSICALLY LOCATE UNDERGROUND GAS PRIOR TO EXCAVATION.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

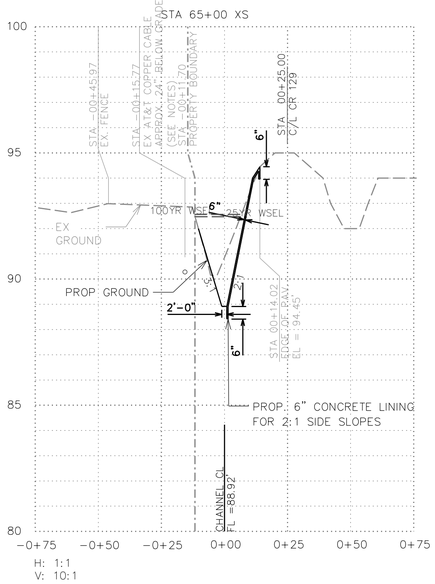
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

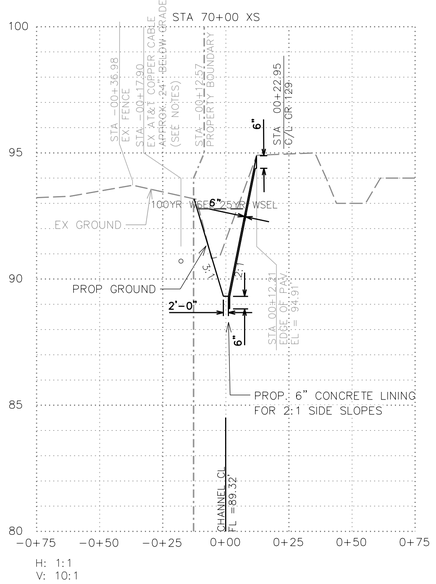
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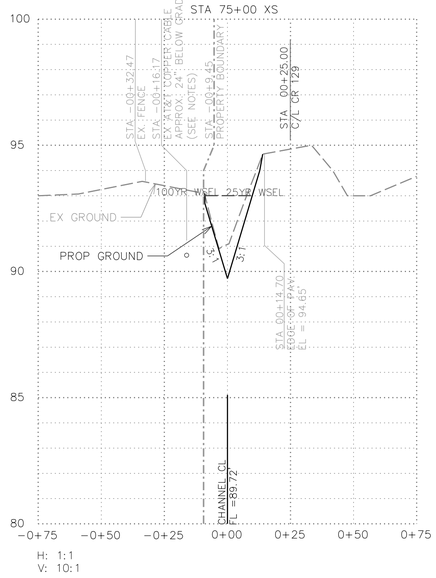
STATE OF TEXAS
ERIC C. SCHEIBE
98357
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PROFESSIONAL ENGINEER

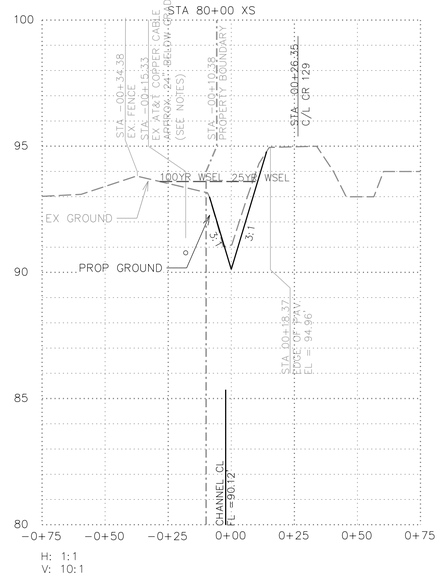
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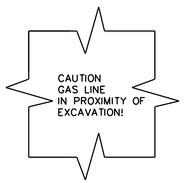
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DESIGN BY:	ES
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REVIEWED BY:	ES











NOTES:
1. CROSS SECTION GROUND ELEVATION BASED ON TOPO SURVEY.
2. EXISTING CENTERPOINT OVERHEAD ELECTRIC AND GAS UTILITIES IN THE PROJECT AREA. CONTRACTOR TO PROCEED WITH CAUTION WHEN EXCAVATING WITHIN CLOSE PROXIMITY.
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REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

N. OF CR 166 CHANNEL CROSS SECTIONS - 1

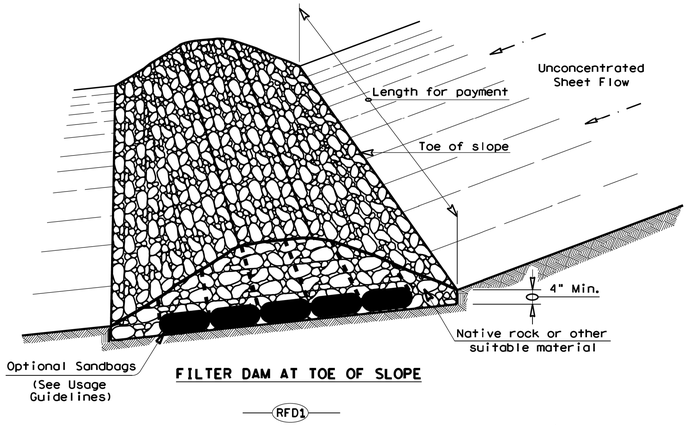
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

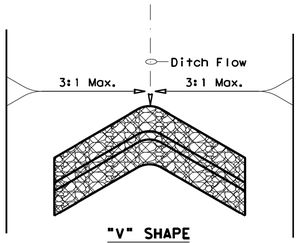
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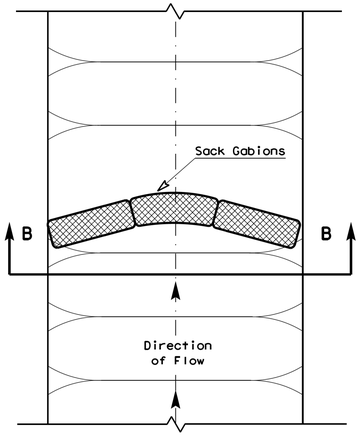


FILTER DAM AT TOE OF SLOPE

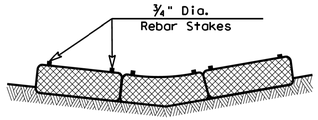
RFD1



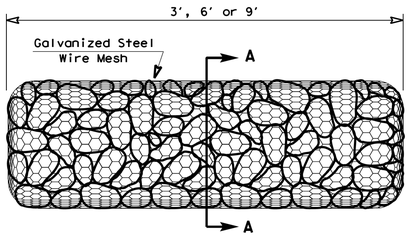
"V" SHAPE PLAN VIEW



PLAN VIEW

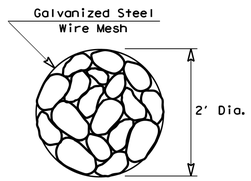


SECTION B-B

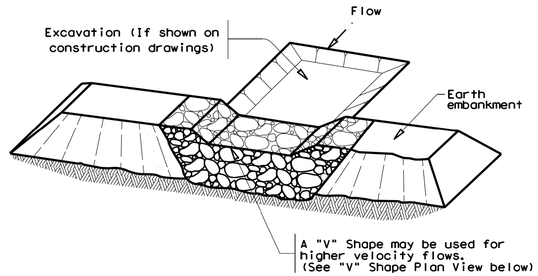


TYPE 4 (SACK GABIONS)

RFD4

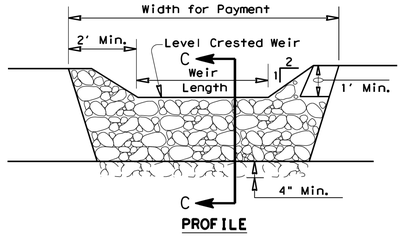


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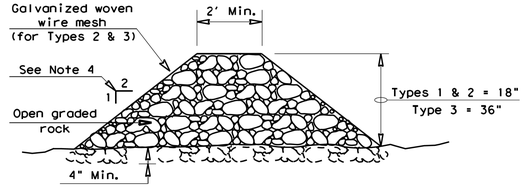


FILTER DAM AT SEDIMENT TRAP

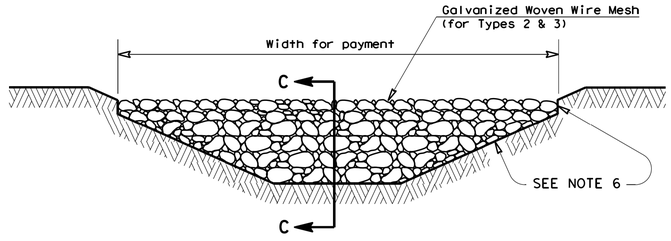
RFD1 — OR — RFD2



PROFILE



SECTION C-C



FILTER DAM AT CHANNEL SECTIONS

RFD1 — OR — RFD2 — OR — RFD3

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam — RFD1
Type 2 Rock Filter Dam — RFD2
Type 3 Rock Filter Dam — RFD3
Type 4 Rock Filter Dam — RFD4

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

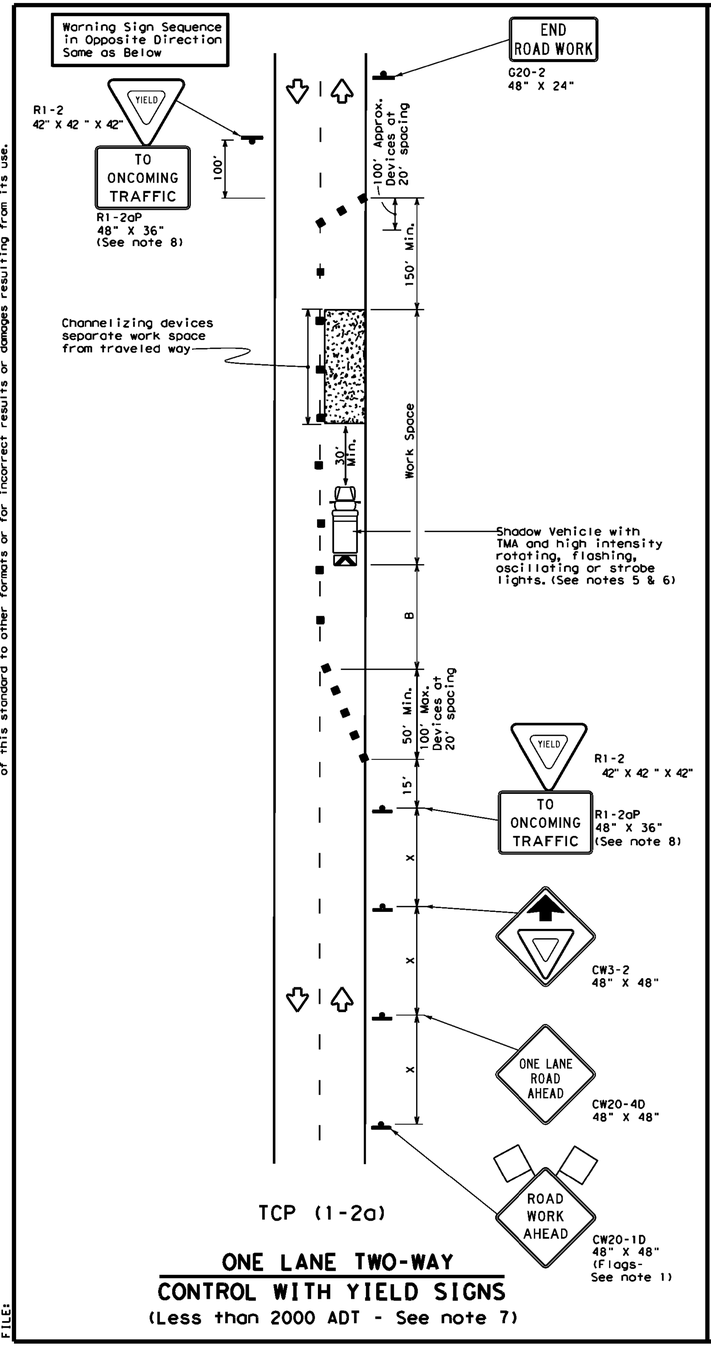
DETAIL - 1

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

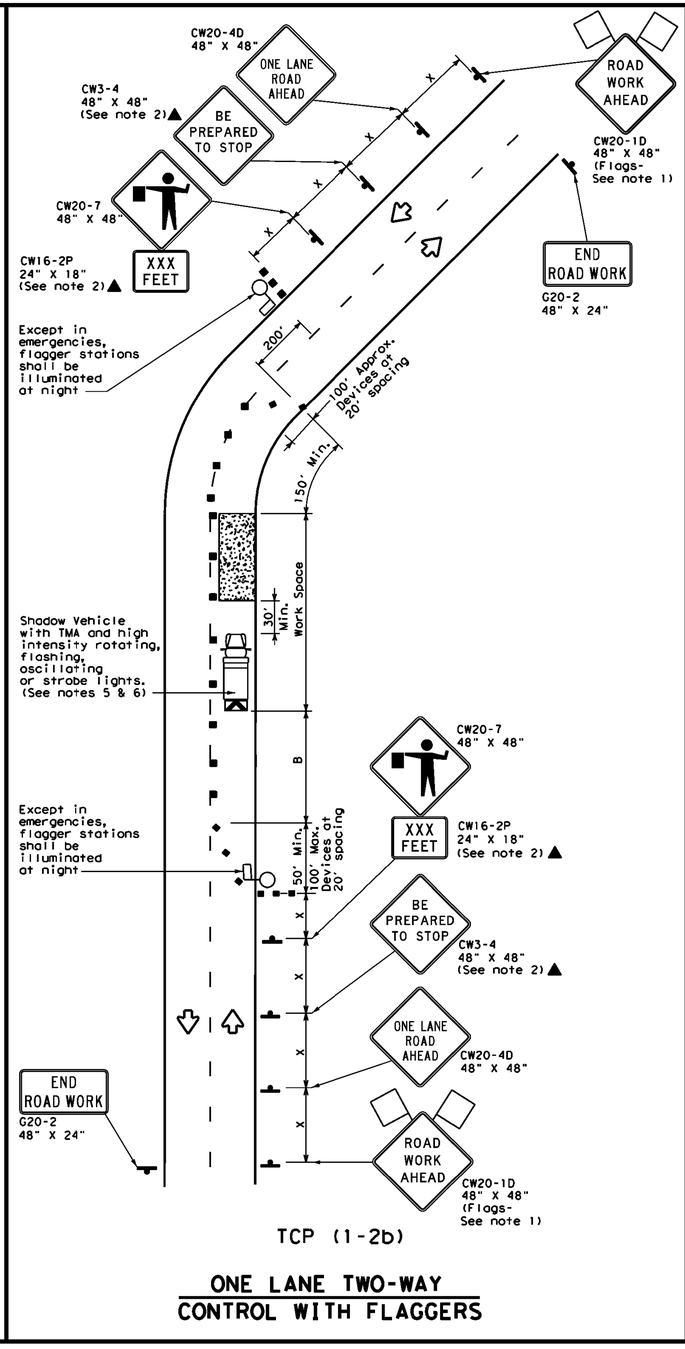
DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

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TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

DATE:
FILE:

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* 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

1. Flags attached to signs where shown are REQUIRED.
2. 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.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. 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.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.
152				

REV NO.	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
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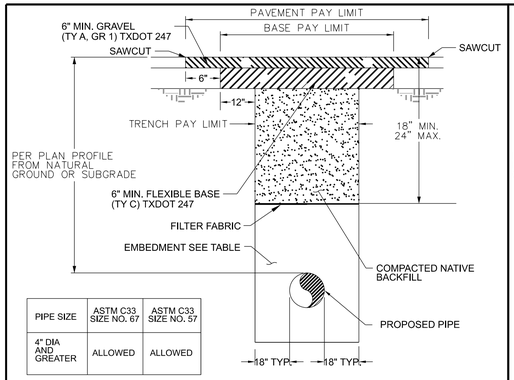
DETAIL - 2

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 29 OF 32



PIPE SIZE	ASTM C33 SIZE NO. 67	ASTM C33 SIZE NO. 57
4" DIA AND GREATER	ALLOWED	ALLOWED

NOTES:

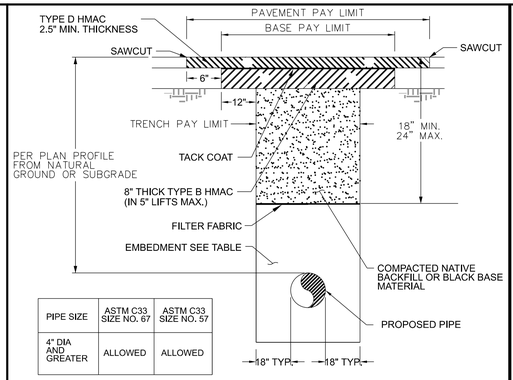
1. THE EXISTING PAVED SURFACE SHALL BE SAW CUT IN A STRAIGHT LINE A MINIMUM OF 12" WIDER THAN THE UNDISTURBED SIDES OF THE TRENCH, SYMMETRICAL ABOUT THE CENTER LINE OF THE EXCAVATION.
2. IF EXCAVATION AREA IS OPEN FOR TEMPORARY PUBLIC USE, SEE DETAIL 510S-3T-SM.
3. ALL DAMAGED AREAS OF PAVEMENT OUTSIDE THE TRENCH CUT SHALL BE REMOVED AND REPLACED.
4. ROAD BASE AND SURFACE MATERIALS IN THE TRENCH CUT SHALL BE REPLACED IN KIND OF EQUAL THICKNESS, OR MINIMUM BASE THICKNESS OF 6", WHICHEVER IS GREATER.
5. THIS DETAIL IS FOR TRENCH REPAIR FOR UTILITIES IN RESIDENTIAL STREETS.

REFERENCES
DETAIL 510S-3T-SM

FLEX BASE/GRAVEL
TRENCH SPECIAL DETAIL 1

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. SS510S-3-SM-1
1 OF 1



PIPE SIZE	ASTM C33 SIZE NO. 67	ASTM C33 SIZE NO. 57
4" DIA AND GREATER	ALLOWED	ALLOWED

NOTES:

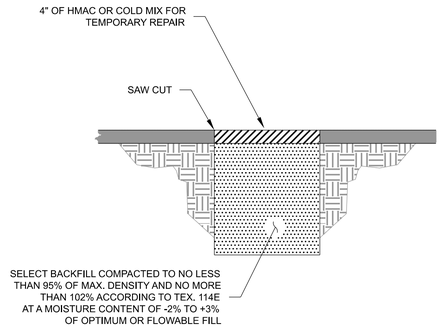
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3. ALL DAMAGED AREAS OF PAVEMENT OUTSIDE THE TRENCH CUT SHALL BE REMOVED AND REPLACED.
4. ROAD BASE AND SURFACE MATERIALS IN THE TRENCH CUT SHALL BE REPLACED IN KIND OF EQUAL THICKNESS, OR MINIMUM BASE THICKNESS OF 8", WHICHEVER IS GREATER.
5. THIS DETAIL IS FOR TRENCH REPAIR FOR UTILITIES IN RIVER ROAD ONLY.
6. REF. TXDOT 340.

REFERENCES
DETAIL 510S-3T-SM

BLACK BASE
TRENCH SPECIAL DETAIL 1

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. SS510S-3-SM-2
1 OF 1



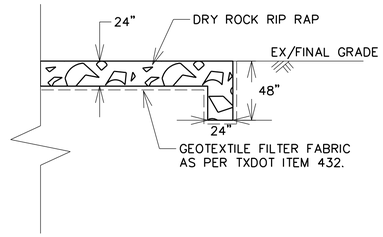
NOTE:

1. IF EXCAVATION AREA IS OPEN FOR TEMPORARY PUBLIC USE, THE SURFACE SHALL BE MAINTAINED LEVEL WITH ADJACENT RIDING SURFACE WITH 4" COLD MIX OR 4" TEMPORARY HOT MIX ASPHALTIC CONCRETE. NO SEPARATE PAY ITEM.

UTILITY TRENCH TEMPORARY ASPHALT PAVEMENT

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO. 510S-3T-SM
1 OF 1

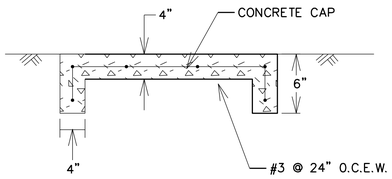


NOTES:
1. ALL DRY ROCK RIP-RAP SHALL ADHERE TO REQUIREMENTS OF THIS KEY DETAIL.

2. ALL DRY ROCK RIP-RAP SHALL ADHERE TO TXDOT ITEM 432.

3. GEOTEXTILE FABRIC IS SUBSIDIARY TO TXDOT ITEM 432.

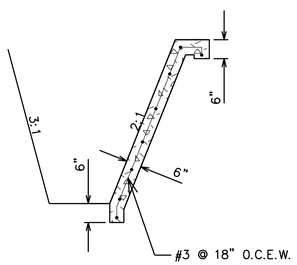
ROCK RIP RAP KEY DETAIL
NTS



NOTES:
1. CONCRETE CAP SHALL ADHERE TO REQUIREMENTS OF THIS KEY DETAIL.

2. ALL CONCRETE CAP SHALL ADHERE TO TXDOT ITEM 420, CLASS B CONCRETE.

CONCRETE CAP DETAIL
NTS

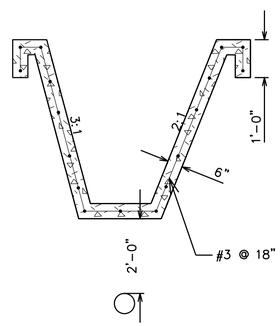


NOTES:
1. ALL CONCRETE SLOPE LINING SHALL ADHERE TO REQUIREMENTS OF THIS DETAIL.

2. ALL CONCRETE SLOPE LINING SHALL ADHERE TO TXDOT ITEM 420, CLASS B CONCRETE, 3000 PSI.

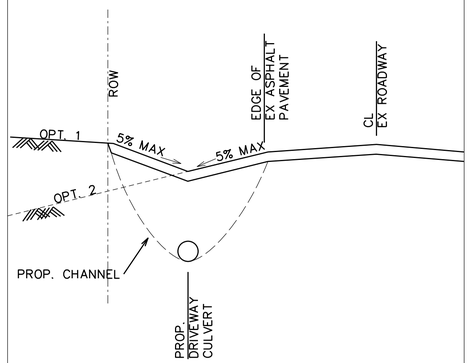
3. CONTROL & EXPANSION JOINTS AT 20 FT.

CONCRETE SLOPE DETAIL
NTS

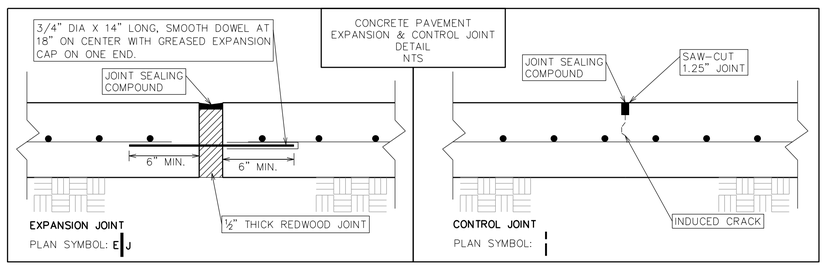


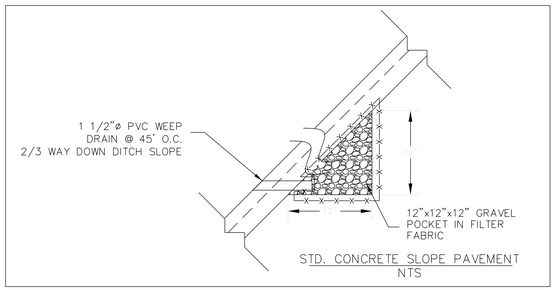
NOTES:
1. ALL CONCRETE SHALL ADHERE TO TXDOT ITEM 420, CLASS B CONCRETE, 3000 PSI.

2. CONTROL & EXPANSION JOINTS AT 20 FT.



TYPICAL DRIVEWAY CROSSING
NTS





STD. CONCRETE SLOPE PAVEMENT
NTS

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

DETAIL - 3

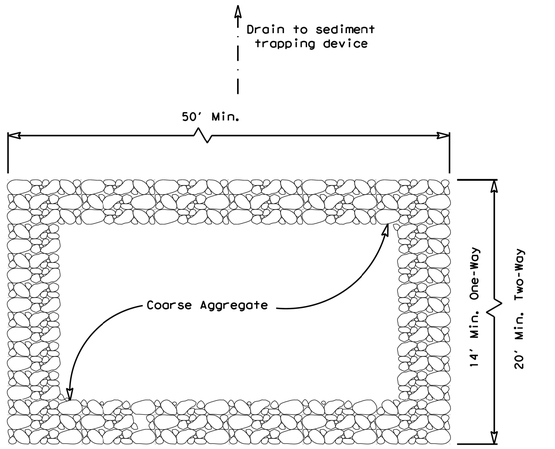
STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED
PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

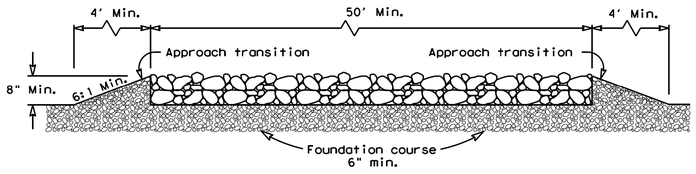
DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 30 OF 32

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PLAN VIEW



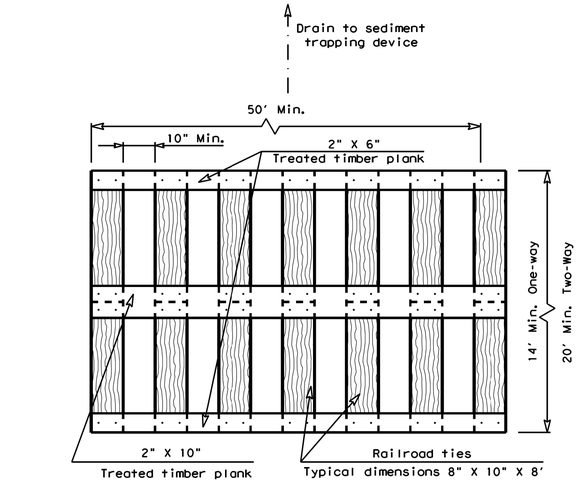
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

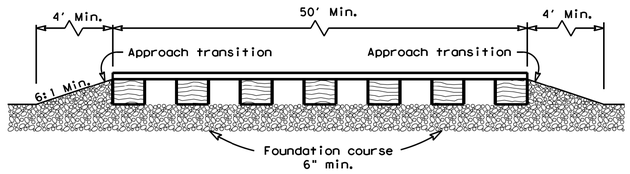
ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



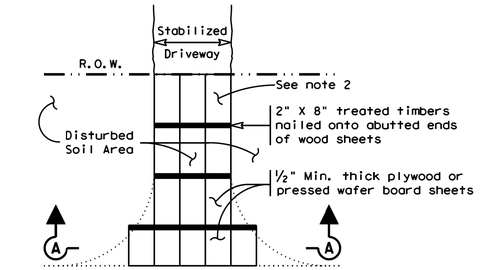
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

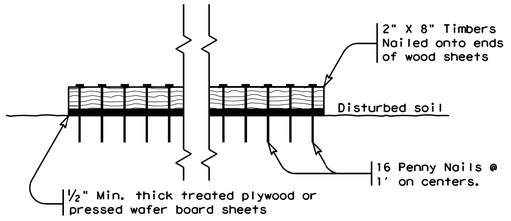
TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS	C	S	J	HWY	
	DIST	COUNTY		SHEET NO.	
	DST	CTY	$EC(3)A-16$		

DATE: $DATE$
FILE: $FILE$

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

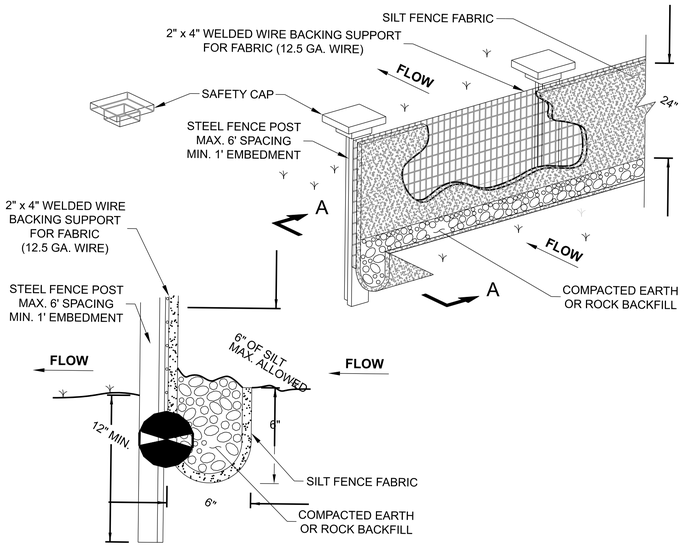
WHARTON COUNTY LAKE NETT 100% DESIGN
CHANNEL IMPROVEMENT PROJECT

DETAIL - 4

ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

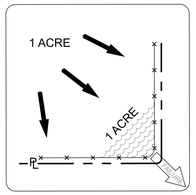


SECTION A-A

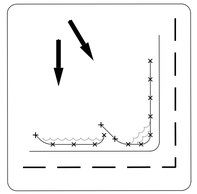
NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS SHALL MATCH THE TOP OF THE FENCE. POSTS MUST BE EMBEDDED A MINIMUM OF 1'.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 6" WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY AND REPAIR OR REPLACEMENT SHALL BE MADE WITHIN 24 HOURS OF INSPECTION.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS PERMANENTLY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WITHIN 24 HOURS WHEN IT REACHES A DEPTH OF 6" OR AS DIRECTED BY OWNER. THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. INSTALL J-HOOK SPACING PER ENGINEER'S DESIGN , BUT NOT TO EXCEED 200'.

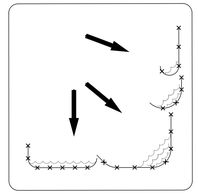
The City of San Marcos Engineering and Capital Improvements	CURRENT AS OF 1/1/2021	SILT FENCE	
RECORD COPY SIGNED BY	1/1/2020	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1-SM
LAURIE MOYER, P.E.	ADOPTED		1 OF 2



INCORRECT - DO NOT LAYOUT "PERIMETER CONTROL" SILT FENCE ALONG PROPERTY LINES. ALL SEDIMENT LADEN RUNOFF WILL CONCENTRATE AND OVERWHELM THE SYSTEM.



CORRECT - INSTALL J-HOOKS



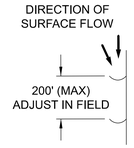
CORRECT - DISCREET SEGMENTS OF SILT FENCE INSTALLED WITH J-HOOKS OR 'SMILES' WILL BE MUCH MORE EFFECTIVE.

SILT FENCE TURNBACK DETAIL

SILT FENCE PLACEMENT FOR PERIMETER CONTROL

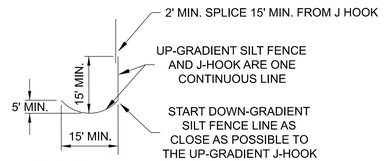
PLAN VIEW

I. SPACING REQUIREMENTS:



NOTE: SEE ENGINEER'S DESIGN PLANS FOR SPACING. MAX SPACING SHALL BE 200'

II. SIZING REQUIREMENTS:



FOR CATCHMENT AREA <0.25 ACRES

The City of San Marcos Engineering and Capital Improvements	CURRENT AS OF 1/1/2021	SILT FENCE	
RECORD COPY SIGNED BY	1/1/2020	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1-SM
LAURIE MOYER, P.E.	ADOPTED		2 OF 2

REV NO.	BY	DATE	DESCRIPTION

WHARTON COUNTY, TX 77488
100 S. FULTON STREET SUITE 100

SCHEIBE CONSULTING LLC
PO BOX 161357, AUSTIN, TX 78716
(512) 263-0418 or (713) 859-5744

SCHEIBE CONSULTING, LLC

WHARTON COUNTY LAKE NETT 100% DESIGN CHANNEL IMPROVEMENT PROJECT

DETAIL - 5

STATE OF TEXAS
ERIC C. SCHEIBE
98357
LICENSED PROFESSIONAL ENGINEER

DATE: 02/09/24
TBPE FIRM # 13880

DRAWN BY:	BP
DESIGN BY:	ES
SURVEY BY:	
REVIEWED BY:	ES

SHEET 32 OF 32