



Form 2528 (Rev. 05/14)
Page 1 of 2

TERMINATION OF THE MULTIPLE USE AGREEMENT

BETWEEN THE STATE AND the City of Round Rock
FOR THE **Public Sidewalk**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement terminates the previously executed Multiple Use Agreement for construction, maintenance, and operation of _____ a public Sidewalk _____ on the Texas Department of Transportation right-of-way, in _____ Williamson _____ County, originally dated the 22nd day of _____ September _____, 2011, by and between the Texas Department of Transportation, hereinafter referred to as "State" and _____ the City of Round Rock _____, hereinafter referred to as _____ the City _____.

WITNESSETH

WHEREAS, _____ the City _____ has requested the State to discontinue their responsibilities for the continued maintenance and operation, of _____ public Sidewalk _____, located within State right-of-way on _____ BI 35L (N. Mays St.) _____, Control _____ Section _____ in _____ Williamson County _____, and being more particularly described in the exhibits attached hereto and made a part hereof; and

WHEREAS, the governing body of the _____ the City _____ has indicated by Resolution/ Ordinance No. _____, on the _____ day of _____, 20____ to dissolve their partnership with the State evidenced by the execution of the this Agreement with the State; and

WHEREAS, the _____ the City _____ will undertake to restore the area to a condition acceptable to the State prior to the execution of this agreement.

- A. Exhibit A - site map;
- B. Copy of Original Multiple Use Agreement
- C. Copy of Resolution/Ordinance

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

STATE OF TEXAS

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division Signature

Title

Director, Maintenance Division Printed Name

Contact Name

APPROVAL RECOMMENDED:

Contact Telephone No.

By: _____
District Engineer Signature

Tucker Ferguson, P.E.
District Engineer Printed Name

Date

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

WITNESSETH

WHEREAS, on the 22nd day of September, 2011, the governing body for the City, entered into Resolution/Ordinance No. 2-11-09-22-11D2, hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public sidewalk on the highway right of way of BI 35L (N. Mays St.) located under the north side of the Onion Creek bridge, shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2-11-09-22-11D2

2. INSPECTION

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

3. PARKING REGULATIONS

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

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

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

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

6. FEES

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

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

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

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

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

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

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

10. RESTORATION OF AREA

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

11. PREVIOUS AGREEMENTS

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

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the City to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The City shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this

agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The City shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the City, its agents, or employees authorized under this agreement. The City further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the City. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The City, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

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

16. ADDITIONAL CONSENT REQUIRED

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

17. FHWA ADDITIONAL REQUIREMENTS

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

18. CIVIL RIGHTS ASSURANCES

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

discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

19. AMENDMENTS

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

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

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

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. NOTICES

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

(Mailing Address)

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

(Mailing Address)

City of Round Rock
221 East Main Street
Round Rock, Texas 78664

24. WARRANTS

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

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City on the 22nd
day of September, 2011, and the State on the 29th day of November, 2011.

City of Round Rock

(Name of other party)

By: 

Mayor

Title

Alan McGraw

Printed Name

9.22.11

Date

STATE OF TEXAS

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

By: 

Director, Maintenance Division


Toribio Garza, Jr., P.E.

Printed Name

11/29/11

Date

APPROVAL RECOMMENDED:



District Engineer

Carlos A. Lopez, P.E.

Printed Name

11/3/11

Date

**SUPPORTING
RESOLUTION or ORDINANCE**

RESOLUTION NO. R-11-09-22-11D2

WHEREAS, the City of Round Rock ("City") desires to construct a sidewalk and pedestrian underpass located at the Onion Branch Bridge on North Mays for the YMCA sports leagues; and

WHEREAS, a Multiple Use Agreement with the Texas Department of Transportation will permit the City to construct, maintain and operate the sidewalk and pedestrian underpass; and

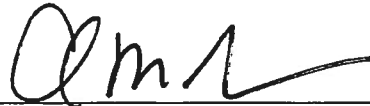
WHEREAS, the City Council wishes to approve said Agreement, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Multiple Use Agreement with the Texas Department of Transportation, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

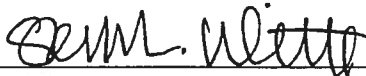
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 22nd day of September, 2011.



ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Secretary

EXHIBIT A

General Layout and Location

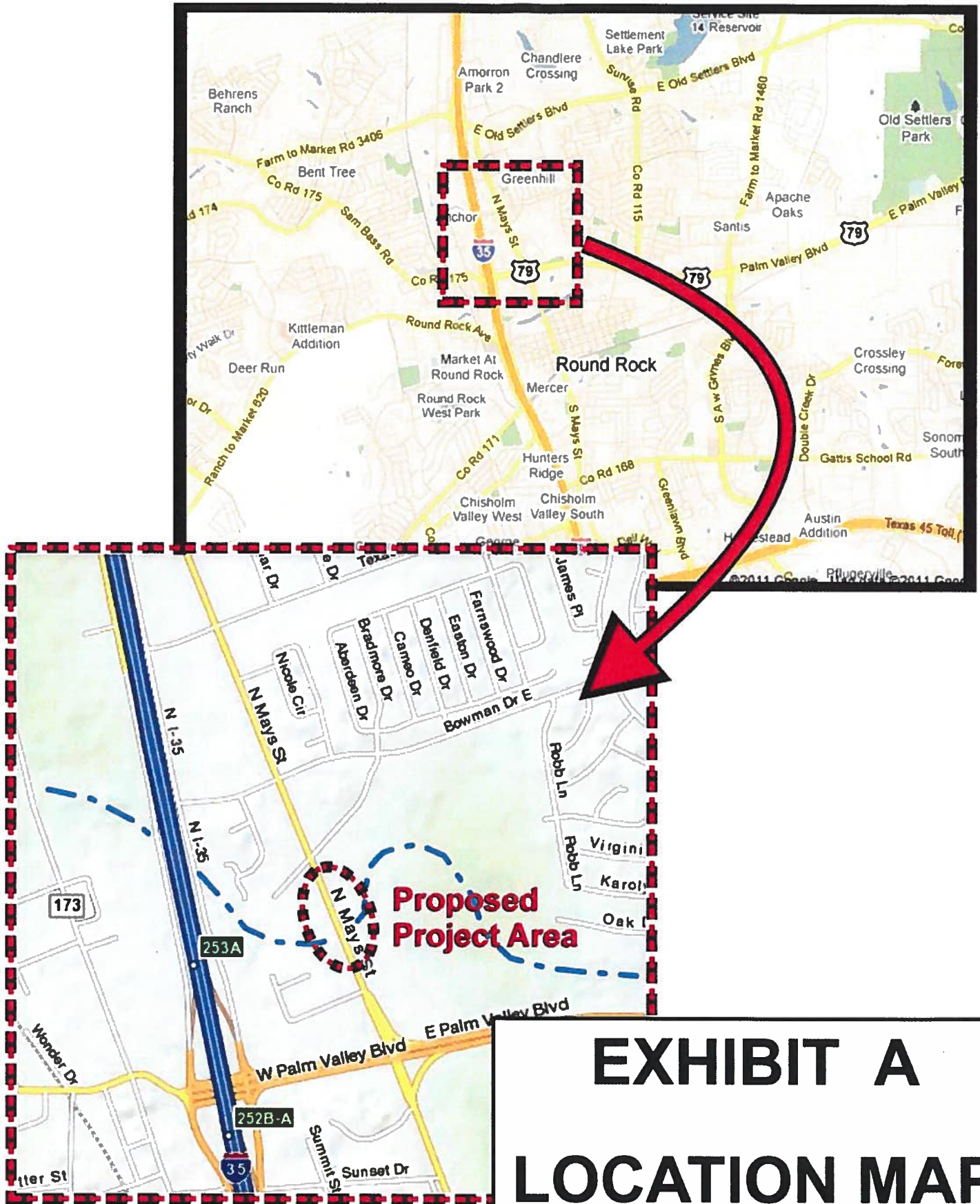
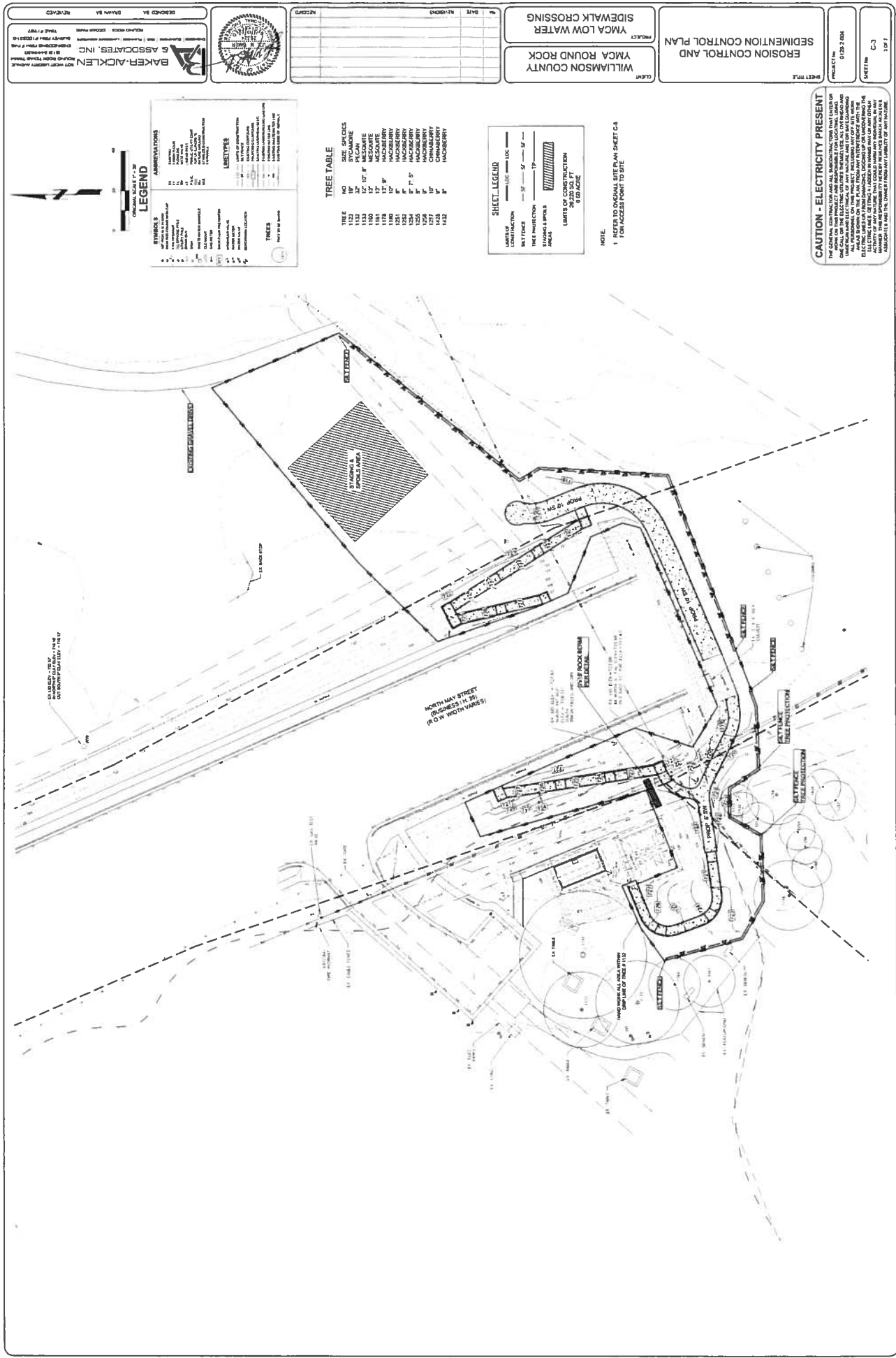
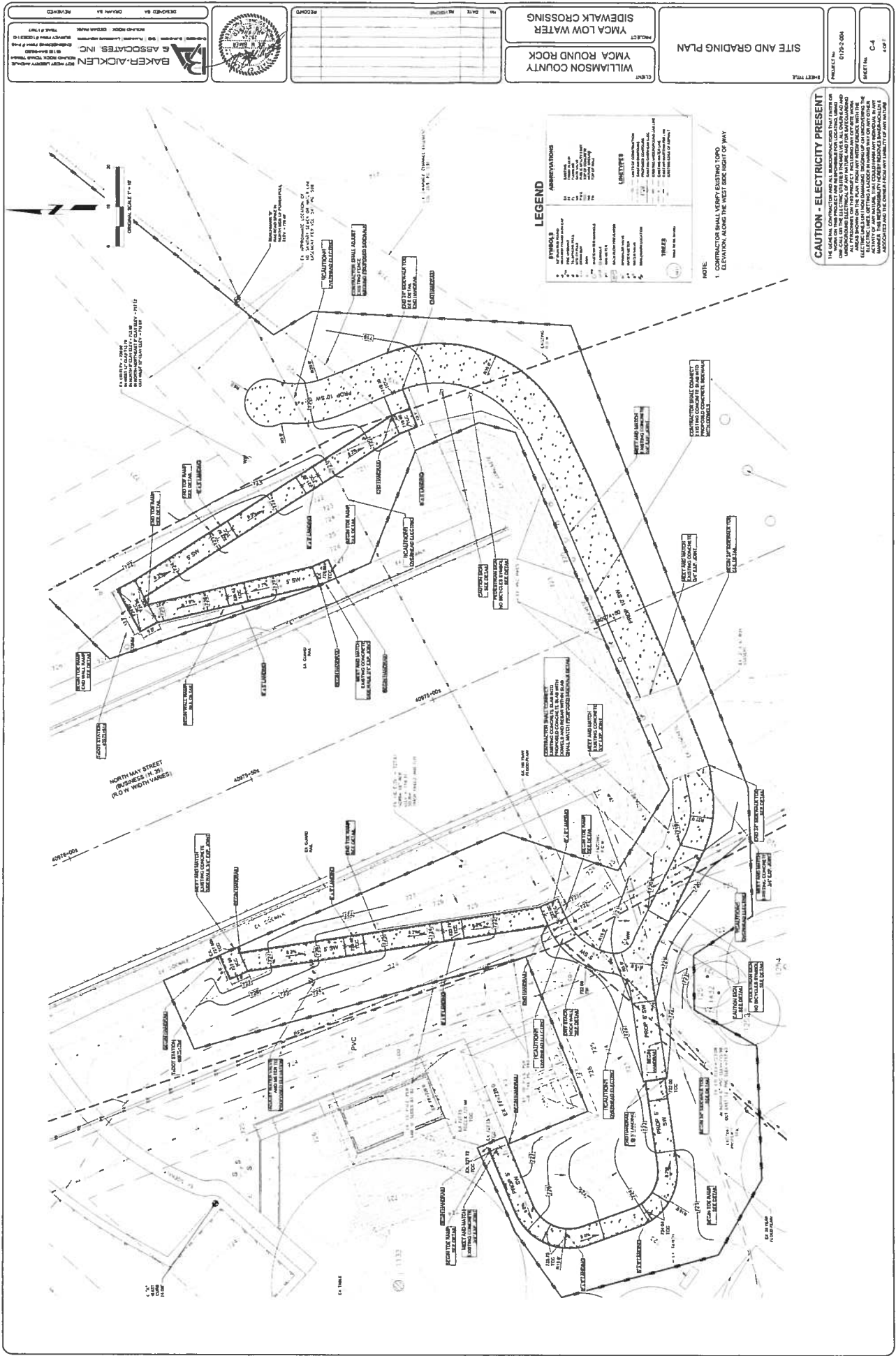


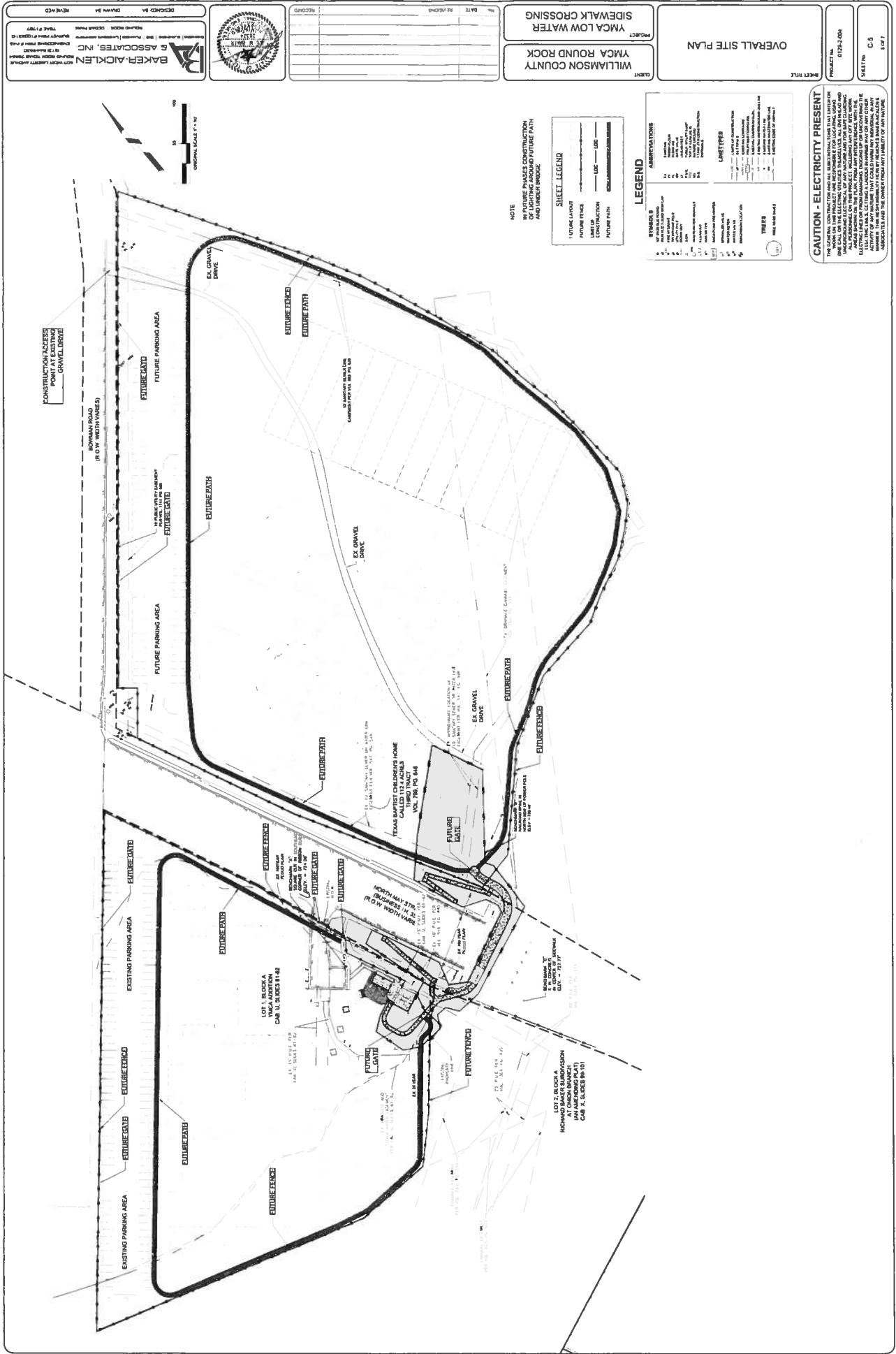
EXHIBIT A

LOCATION MAP

EXHIBIT B
Proposed Construction Plans
(Metes and Bounds Description)





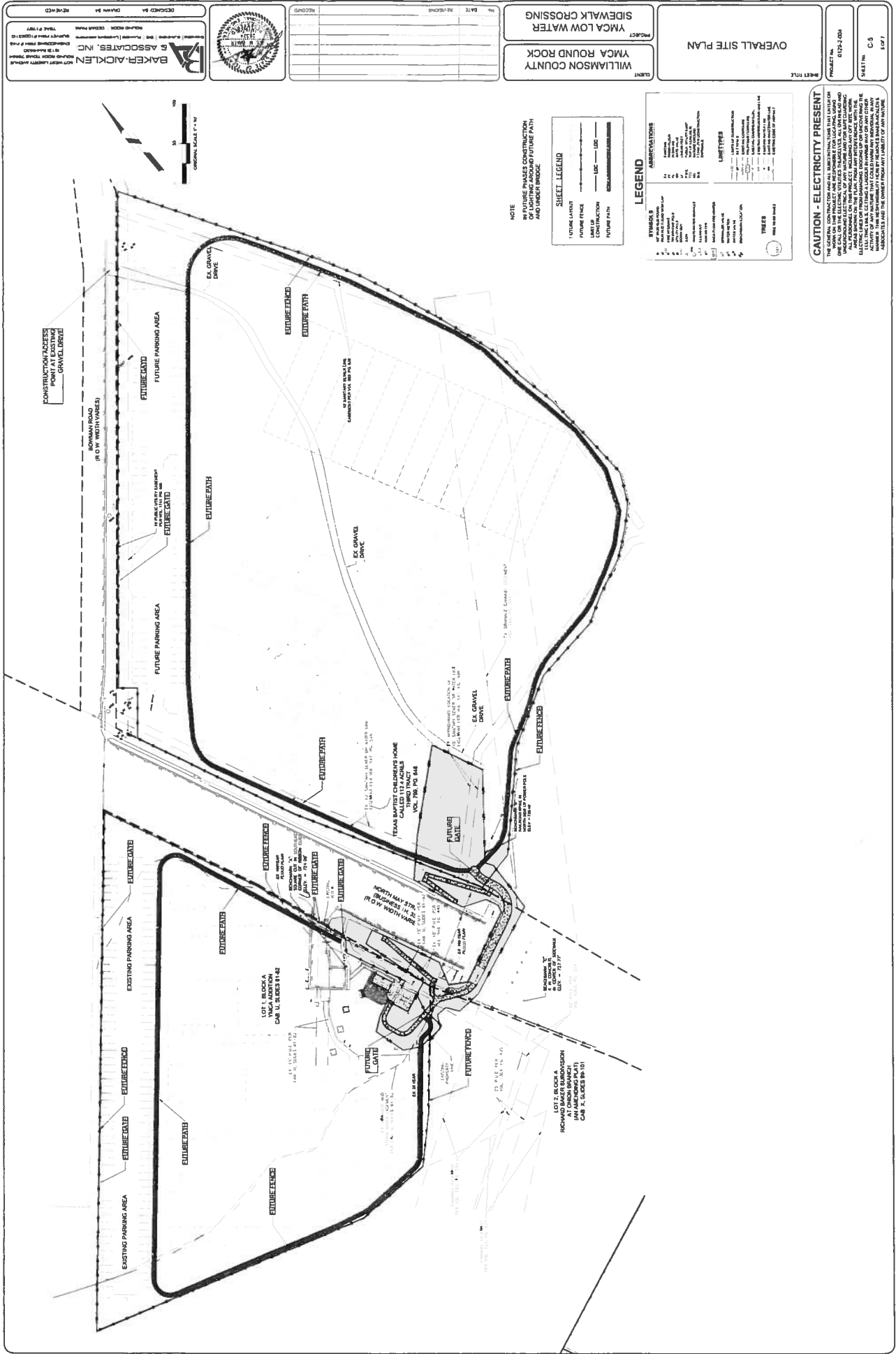


CAUTION - ELECTRICITY PRESENT
THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.

LEGEND	
STIMULUS 8	ADDITIONAL NOTES
1. ALL UTILITIES SHALL BE LOCATED PRIOR TO ANY CONSTRUCTION.	1. ALL UTILITIES SHALL BE LOCATED PRIOR TO ANY CONSTRUCTION.
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SHEET LEGEND	
1. FUTURE LAYOUT	1. FUTURE LAYOUT
2. FUTURE FENCE	2. FUTURE FENCE
3. FUTURE PATH	3. FUTURE PATH
4. FUTURE WATER	4. FUTURE WATER

NOTE
FUTURE PHASES CONSTRUCTION
FUTURE FENCE
FUTURE PATH
FUTURE WATER





BAKER-AICKLEN & ASSOCIATES INC.
1027 WEST LAMAR AVENUE
SUITE 100
DENVER, COLORADO 80202
303-733-1100
FAX 303-733-1101
E-MAIL: BAKER@BAKER-AICKLEN.COM
WWW.BAKER-AICKLEN.COM

ADA / TAS DESIGN - GENERAL

THE CONTRACTOR IS FULLY RESPONSIBLE FOR CONSTRUCTION OF SIDEWALKS, LANDINGS, PORCHES, RAMPS & PARKING SPACES THAT MEET ADA'S REQUIREMENTS. THE CONTRACTOR SHALL HAVE FULL KNOWLEDGE OF THE DETAILS ON THESE PLANS AND OF ADA'S REGULATIONS. SHOULD THE CONTRACTOR FIND AN ELEVATION OR CONDITION THAT IS DIFFERENT THAN SHOWN ON THE PLANS, IT IS THE CONTRACTOR'S FINAL RESPONSIBILITY TO CONTACT THE CIVIL DESIGNER AND WORK OUT A DESIGN THAT MEETS ADA & IS, PRIOR TO CONSTRUCTION, WORK ORDERED BY THE CITY OF CHICAGO.

ADA SIDEWALK RAMP SLOPES

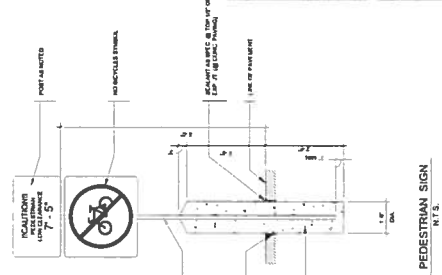
DETERMINE THE LENGTH OF A RAMP BY CHECKING THE ELEVATIONS AT THE TOP AND BOTTOM ELEVATION OF THE RAMPS. THE DESIGN SHALL BE FOR A RUNNING SLOPE OF 8.3%.

ADA CURB RAMP SLOPES

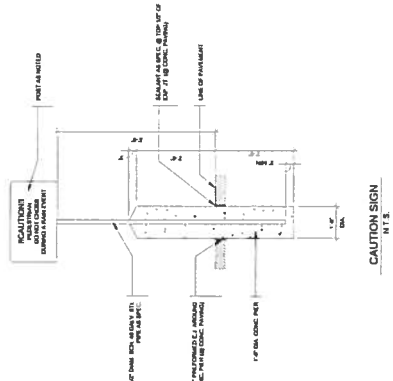
THE DESIGN SHALL BE FOR A RAMP SLOPE OF 8.3%. IT IS IMPOSSIBLE TO HAVE A 6' LONG RAMP WITHOUT THE TOP AND BOTTOM OF RAMP BEING NO MORE THAN 5" DIFFERENCE IN ELEVATION. DETERMINE THE LENGTH BY CHECKING THE TOP AND BOTTOM ELEVATIONS OF THE RAMP

LINKS, SIDEWALKS AND ACCESSIBILITY

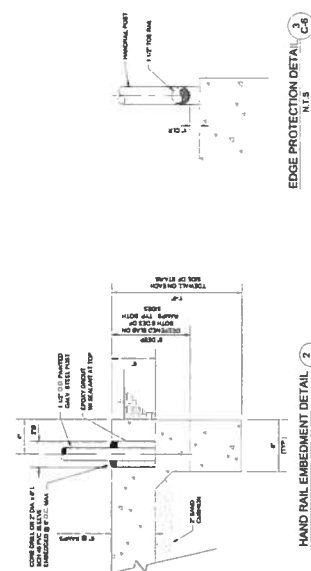
NO CROSS SLOPE SHALL EXCEED 2%.
NO RUNNING SLOPE SHALL EXCEED 5%.



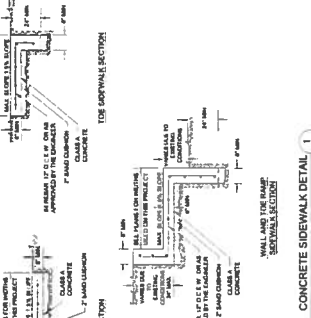
PEDESTRIAN SIGN



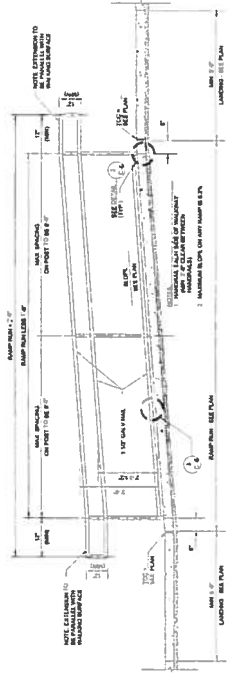
CAUTION SIGN



EDGE PROTECTION DETAIL
N.T.S.
3
C-6



CONCRETE SIDEWALK DETAIL 1



SIDEWALK RAMP DETAIL

EXHIBIT C
Approved Construction Plans

To be made part of document prior to beginning of construction

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

EXHIBIT E

Attachment A (FHWA Additional Requirements)

To be made part of document if applicable



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

November 8, 2019

City of Round Rock
Attn: Transportation Department
221 East Main Street
Round Rock, Texas 78664

Termination of Multiple Use Agreement
Williamson County
FM 3406
Sidewalk

Recent guidance from TxDOT Legal Department determined Multiple Use Agreements are no longer required for sidewalks as they are covered under existing Municipal Maintenance Agreements which regulate public sidewalks on State ROW.

To streamline the duplicate coverage, the State is terminating the current MUA in place. Please find attached Form 2528 Termination of Multiple Use Agreements. Please have it signed and return to us. Once we receive and process, a copy will be returned to you.

To complete the process, the City will need to include a Resolution for the Terminations. If you have multiple locations for sidewalks, you can include them all in the same resolution. Form 2528 will need to be completed for each location, however.

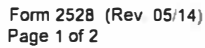
If you have any questions or concerns you can contact me at 512 832-7261 or by email at mlynn.mckeethan@txdot.gov.

Sincerely,

M'Lynn McKeethan
Contract Specialist

Attachment

Cc: Bobby Ranthum



BETWEEN THE STATE AND the City of Round Rock
FOR THE **Public Sidewalk**

COUNTY OF TRAVIS §

WITNESSETH

WHEREAS, the _____ the City _____ will undertake to restore the area to a condition acceptable to the State prior to the execution of this agreement.

- A. Exhibit A - site map;
- B. Copy of Original Multiple Use Agreement
- C. Copy of Resolution/Ordinance

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

STATE OF TEXAS

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division Signature

Title

Director, Maintenance Division Printed Name

Contact Name

APPROVAL RECOMMENDED:

Contact Telephone No.

By: _____
District Engineer Signature

Tucker Ferguson, P.E.
District Engineer Printed Name

Date

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

WITNESSETH

WHEREAS on the 25th day of May, 2017, the governing body for the _____ City _____, entered into Resolution/Ordinance No. R-2017-4420 hereinafter identified by reference, authorizing the _____ City _____'s participation in this agreement with the State, and

WHEREAS, the _____ City _____ has requested the State to permit the construction, maintenance and operation of a public _____ sidewalk _____ on the highway right of way, (ROADWAY FM 3406 CONTROL SECTION NO. 1378-06) (General description of area including either the control number or GPS coordinates) FM 3406 between Plantation Drive and Oak Hollow Drive shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof, and

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

R-2017-4420

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows

1. DESIGN AND CONSTRUCTION

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

2. INSPECTION

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

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

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

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

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

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

6. FEES

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

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

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

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

7. TERMINATION UPON NOTICE

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

8. MODIFICATION/TERMINATION OF AGREEMENT

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

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

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

10. RESTORATION OF AREA

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

11. PREVIOUS AGREEMENTS

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

12. INDEMNIFICATION

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

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2017, THE City (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

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

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

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

13. INSURANCE

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

14. USE OF RIGHT OF WAY

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

15. ADDITIONAL CONSENT REQUIRED

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

16. FHWA ADDITIONAL REQUIREMENTS

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

17. CIVIL RIGHTS ASSURANCES

The _____ City _____, for itself, its personal representatives, successors and interests and

assigns as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility. (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. (3) that the

City _____ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended

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

18. AMENDMENTS

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

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement

20. AUDIT

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

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

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

STATE
(Mailing Address)

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

(Name of other party)
(Mailing Address)

City of Round Rock
2008 Enterprise Drive
Round Rock, TX 78664

23. TIMELY PAYMENT

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

24. WARRANTS

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

List of Attached Exhibits

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the
City of Round Rock on the 6th day of July, 20 17, and the
State on the _____ day of _____, 20 _____

STATE OF TEXAS

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

City of Round Rock
(Name of other party)

By Cy Morgan
Signature

Craig Morgan
Printed Name

Mayor
Title

Michael C. Anderson
Signature Date
Michael C. Anderson, P.E. 8/23/2017
Deputy Director, Maintenance Division

City of Round Rock
Agency

Date

(512) 218.5404
Contact Office and Telephone No

APPROVAL RECOMMENDED:

Terry G. McCoy
District Engineer

Terry G. McCoy, PE
Printed Name

7-31-2017
Date

ATTACHMENT A

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

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

EXHIBIT E

**SUPPORTING
RESOLUTION or ORDINANCE**

RESOLUTION NO. R-2017-4420

WHEREAS, the City of Round Rock ("City") desires to construct a public sidewalk along a portion of Old Settlers Boulevard identified in Exhibit "A" to the Multiple Use Agreement with the Texas Department of Transportation; and

WHEREAS, a Multiple Use Agreement with the Texas Department of Transportation will permit the City to construct, maintain and operate the sidewalk; and

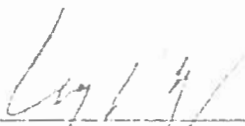
WHEREAS, the City Council wishes to approve said Agreement, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Multiple Use Agreement with the Texas Department of Transportation, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.


The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 25th day of May, 2017.



CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST



SARA L. WHITE, City Clerk

EXHIBIT A

General Layout and Location



General Information - Project Description (Old Settlers Blvd. Sidewalk Gap Project)

The purpose of the Old Settlers Boulevard Sidewalk Gap Project is to eliminate spaces, or gaps, between points where permanent sidewalks currently exist. Many of these existing gap areas are currently characterized by a compacted dirt trail that has relatively constant pedestrian use due to the proximity of Old Town Elementary School; which sits approximately 300 feet south of the proposed sidewalk. The Old Settlers Boulevard Sidewalk Gap Project will be constructed by City of Round Rock personnel.

Old Settlers Blvd. Sidewalk Gap Project consists of constructing 5-foot wide concrete sidewalks along the south side of Old Settlers Blvd., from Plantation Dr. to Oak Hollow Dr. The proposed sidewalk will tie into the existing pedestrian ramp at Plantation Dr. and extend east, where it will taper into the existing 4-foot wide sidewalk at Oak Hollow Dr. The total length of the sidewalk is approximately 1,128 feet; and the sidewalk will meander between 3 feet to 5 feet from the back of curb. The sidewalk will generally drain onto a 3 foot, to 5 foot, grassed filtered strip, located between the sidewalk and the existing back of curb, before spilling over into the lip of gutter.

The sidewalk will add roughly 5,640 square feet of impervious cover to the 3.36 acres of existing ROW; roughly a 3.8% addition to existing impervious cover. The total area to be disturbed is 0.181 acres (7,896 square feet). The existing ground cover is compacted dirt and grass.

The small amount of impervious cover being added, and the aforementioned grassed filter strip will potentially provide sufficient justification for exception to the requirements of filing a Water Pollution Abatement Plan (WPAP) and a Geologic Assessment.

EXHIBIT B
Proposed Construction Plans
(Metes and Bounds Description)

EXHIBIT C

Approved Construction Plans

To be made part of document prior to beginning of construction

CITY OF ROUND ROCK, TEXAS



TRANSPORTATION DEPARTMENT

CONSTRUCTION PLANS FOR OLD SETTLERS BLVD. SIDEWALK GAP PROJECT MARCH 2017

INDEX OF SHEETS

1. COVER SHEET
2. GENERAL NOTES
3. PROJECT LAYOUT
4. CITY OF ROUND ROCK - STANDARD DETAILS-CURBS & SIDEWALKS
5. CITY OF ROUND ROCK - STANDARD DETAILS-EROSION CONTROLS
6. TX-DOT TRAFFIC CONTROL STANDARDS TCP (2-4)-12
- 7-10. TX-DOT PEDESTRIAN FACILITIES CURB RAMPS

I, LEAH JUDICE COLLIER, DO HEREBY CERTIFY THAT THE PUBLIC WORKS AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED IN COMPLIANCE WITH THE SUBDIVISION AND BUILDING REGULATIONS ORDINANCES AND STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ROUND ROCK, TEXAS.



Leah J. Collier, P.E.
Leah Judice Collier, P.E.
Chief Transportation Engineer

3-8-2017
Date



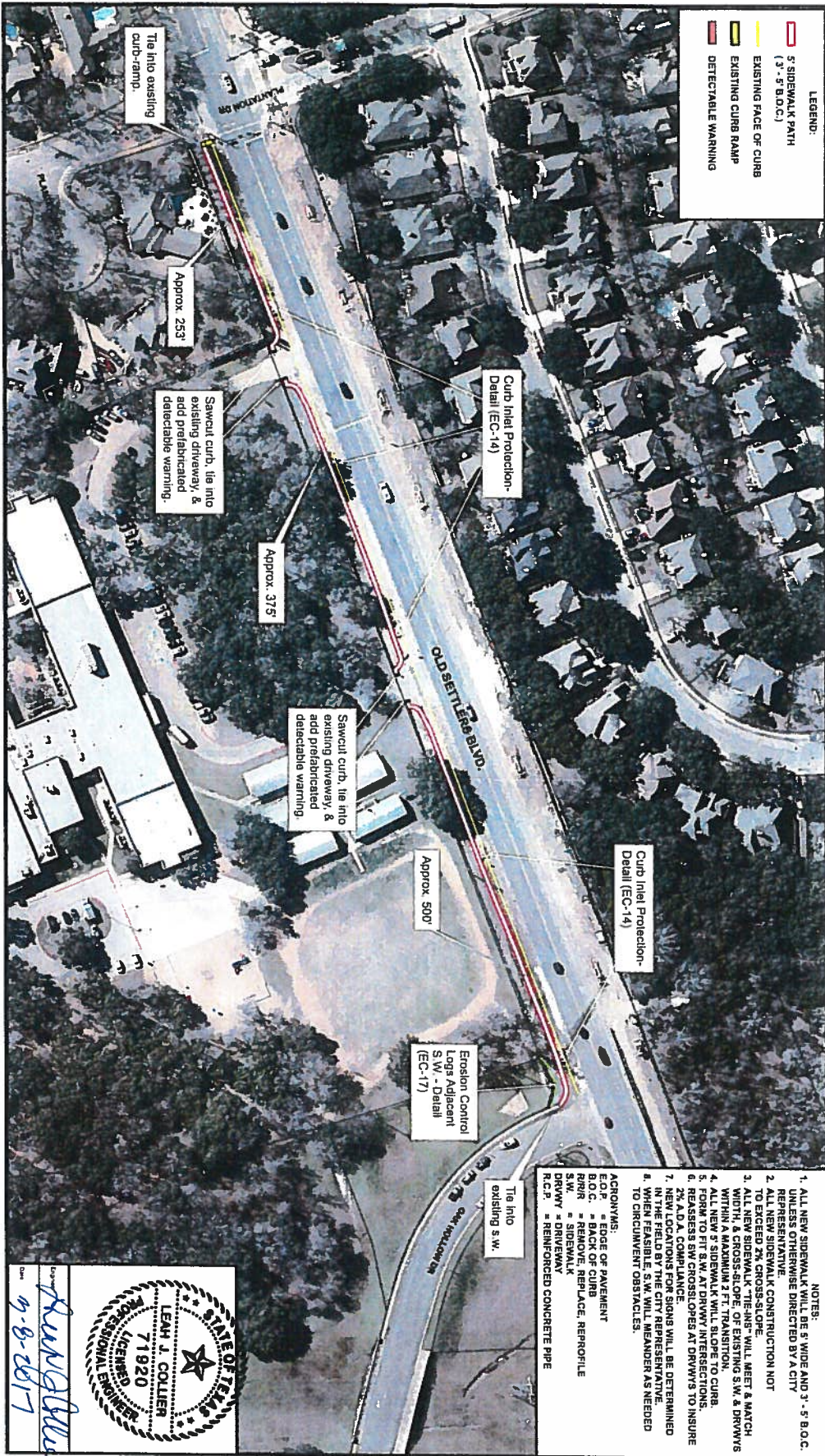
TDLR INSPECTION NOT REQUIRED
TDLR No. N/A

City Officials

Alan McGraw	Mayor
Craig Morgan	Council Member
Rene Flores	Council Member
Frank Leffingwell	Council Member
Will Peckham	Council Member
Writ Baese	Council Member
Kris Whitfield	Council Member
Laurie Hadley	City Manager
Gary Hudder	Transportation Director

1 in = 100 ft
(Reference Only)

Old Settlers Blvd. Sidewalk Gap Project (Plantation Drive to Oak Hollow Drive)



LEGEND:

- 5' SIDEWALK PATH (3'-5' B.O.C.)
- EXISTING FACE OF CURB
- EXISTING CURB RAMP
- DETECTABLE WARNING

NOTES:

1. ALL NEW SIDEWALKS SHALL BE 5' WIDE AND 3'-5" B.O.C. UNLESS OTHERWISE DIRECTED BY A CITY REPRESENTATIVE.
2. ALL NEW SIDEWALK CONSTRUCTION NOT TO EXCEED 2% CROSS-SLOPE.
3. ALL NEW SIDEWALK "TIE-INS" WILL MEET & MATCH WITHIN 4' CROSS-SLOPE OF EXISTING S.W. & DRIVEWAYS.
4. ALL NEW 5' SIDEWALK WILL SLOPE TO CURB.
5. FORM TO FIT S.W. AT DRIVEWAY INTERSECTIONS.
6. REASSESS SW CROSS-SLOPES AT DRIVEWAYS TO INSURE 2% A.D.A. COMPLIANCE.
7. NEW LOCATIONS FOR SIGNS WILL BE DETERMINED IN THE FIELD BY THE CITY REPRESENTATIVE AND NEED TO CIRCUMVENT OBSTACLES.

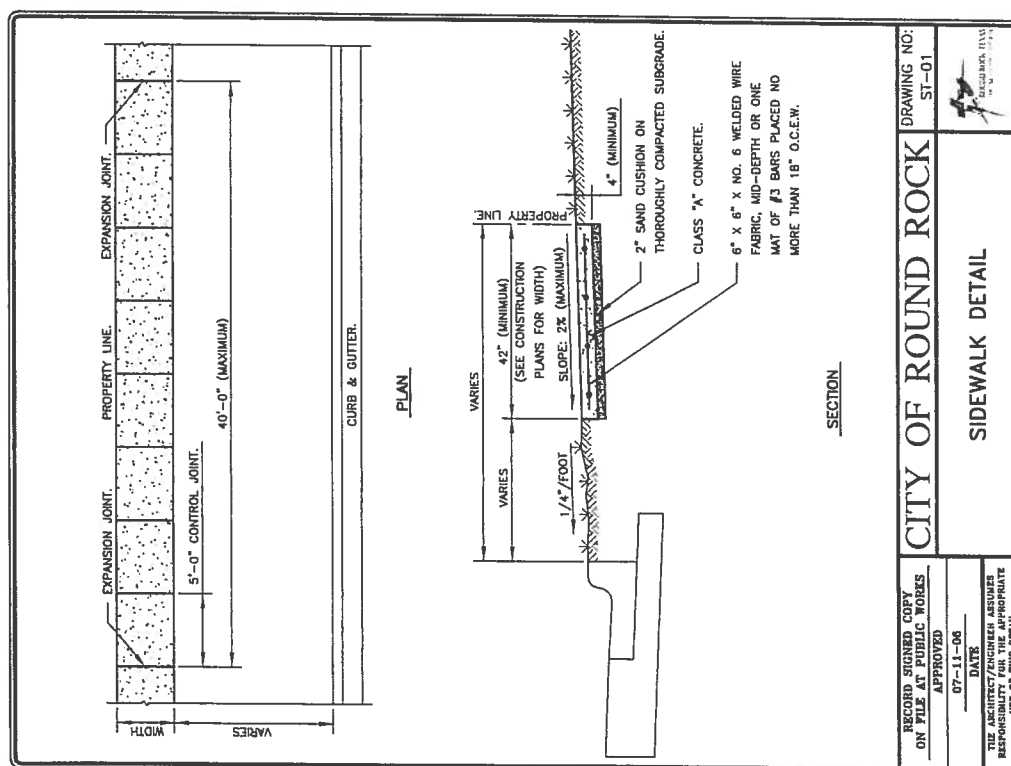
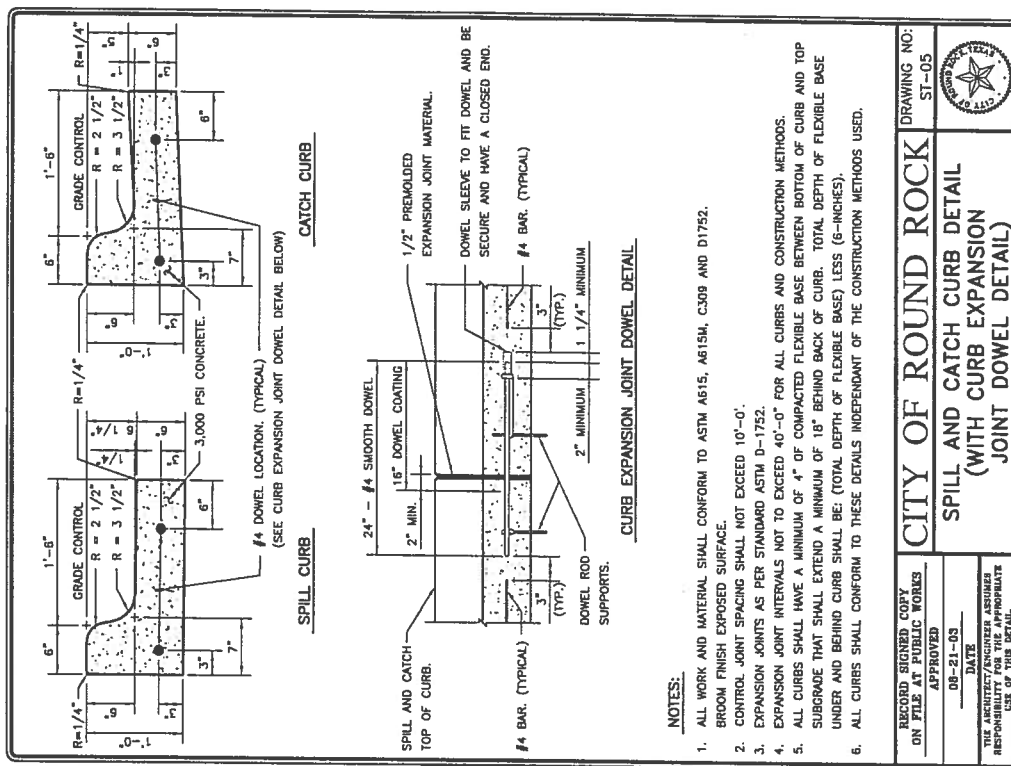
ACRONYMS:

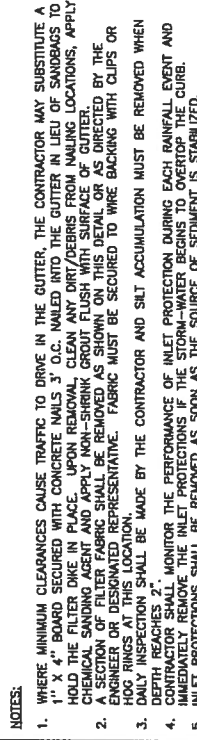
- E.O.P. = EDGE OF PAVEMENT
- B.O.C. = BACK OF CURB
- R.O.C. = BACK OF CURB
- S.W. = SIDEWALK
- R.C.P. = REINFORCED CONCRETE PIPE



9-8-2017

PROJECT NAME: OLD SETTLERS BLVD. SIDEWALK GAP		SCALE: N.T.S.	CITY OF ROUND ROCK, TX 2008 Enterprise Drive www.roundrocktexas.gov
SHEET NAME: SIDEWALK LAYOUT & EROSION CONTROL		DATE: 02/15/2017	
		DRAWN BY: C.R.L.	
		DRAWING FILE:	






RECORDED SECOND COPY ON PLANT GENERAL WORKS APPROVED	CITY OF ROUND ROCK		DRAWING NO: EC-14
	CURB INLET PROTECTION DETAIL		
03-28-11 DATE			
NOT BE USED FOR THE ASSUMED RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL (NOT TO SCALE)			



DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SLOPE ACCUMULATION MUST BE REMOVED WHEN THE CONTRACTOR SHALL MONITOR THE PERFORMANCE OF LOGS DURING RAINFALL EVENT FOR PROPER PERFORMANCE. THE CONTRACTOR SHALL REMOVE LOGS WHEN THEY BECOME PHOTOGRAPHABLE. THE CONTRACTOR SHALL REMOVE LOGS WHEN THEY BECOME PHOTOGRAPHABLE OR RECYCLABLE CONTAINMENT MESH STUFFED WITH FILTER MATERIAL. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION. FILTER MATERIAL SHALL CONSIST OF MULCH, ASPEN EXCELSDOR WOOD FIBERS, CHIPPED SITE GRASS, COCONUT FIBERS, 100% POLYESTER FIBER, OR ANY OTHER ACCEPTABLE MATERIAL. EXCLUDING STRAW AND HAY. STAKES SHALL BE 2" X 2" WOOD, 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED.

CITY OF ROUND ROCK EROSION CONTROL LOG DETAIL	DRAWING NO.: EC-17
	
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED	09-26-11
THE ARCHITECT/ENGINEER ASSURES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL (NOT TO SCALE)	DATE





DATE: 02/15/2012
SCALE: 1/8" = 1'-0"
DRAWN BY: [blank]
DESIGNED BY: [blank]

PROJECT NAME: OLD SETTLERS BLVD.
SIDEWALK GAP
FACILITIES CURB RAMP
TX-DOT PEDESTRIAN

SHEET NUMBER	7
REVISION	
DATE APPROVED	
BY	

TYPE 1

PERPENDICULAR CURB RAMP

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

TYPE 2

PARALLEL CURB RAMP

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

TYPE 5

BLENDED TRANSITION

TYPE 7

(Sidewalk set back from curb)

TYPE 10

(Sidewalk adjacent to curb)

TYPE 20

CURB RAMPS AT MEDIAN ISLANDS

TYPE 21

TYPE 22

COMBINATION ISLAND RAMPS

TYPE 3

TYPE 6

COMBINATION CURB RAMPS

TYPE 11

OFFSET PARALLEL CURB RAMP

NOTES / LEGEND:

- Sidewalk
- Curb
- Ramp
- Island
- Median
- Street

SHEET 1 OF 4

PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

Texas Department of Transportation
Design Standard

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

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for the conversion of this standard to other formats or for incorrect results or omissions resulting from its use.

Curb Ramps

GENERAL NOTES

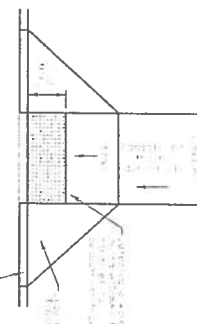
1. Install a curb ramp or blended transition of each pedestrian street crossing.
2. All slopes shown are minimum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum allowable width is 5', where the sidewalk is adjacent to the back of curb, or 6' elsewhere. The sidewalk width shall be provided to the back of curb, or 6' elsewhere, for the full width of the sidewalk. The sidewalk width shall be provided to the back of curb, or 6' elsewhere, for the full width of the sidewalk. The sidewalk width shall be provided to the back of curb, or 6' elsewhere, for the full width of the sidewalk.
4. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
5. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
6. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
7. Provide a detectable warning surface at the curb ramp. The detectable warning surface shall be 5' x 5' minimum with a maximum 2% slope in any direction.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 68.102.
9. To serve as a pedestrian refuge area, the ramp should be a minimum of 6' wide, measured from back of curb. Adjustments should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing of the top of curb ramps, shall be cut through level with the surface of the street.
11. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction.
12. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction.
13. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction.
14. Provide concrete at a minimum depth of 5" for ramps, tiers and landings, unless otherwise directed.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction.
17. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

Detectable Warning Material

18. Curb ramps shall contain a detectable warning surface that consists of raised or recessed rectangular or square units, which shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction. Curb ramps shall be constructed with a maximum 2% slope in any direction.
19. Detectable warning materials shall meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
20. Detectable warning surfaces shall be 5' x 5' minimum and not allow water to accumulate.
21. Detectable warning surfaces shall be 5' x 5' minimum and not allow water to accumulate.
22. Detectable warning surfaces shall be 5' x 5' minimum and not allow water to accumulate.
23. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

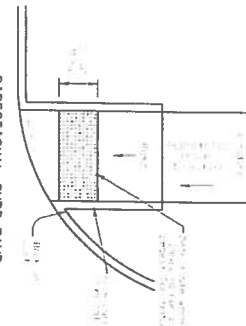
PERPENDICULAR CURB RAMP

Typical placement of detectable warning surface on sloping ramp run.



DIRECTIONAL CURB RAMP

Typical placement of detectable warning surface on sloping ramp run.



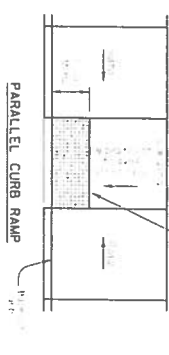
SECTION: CURB RAMP AT DETECTABLE WARNING

DETECTABLE WARNINGS

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

PARALLEL CURB RAMP

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



Detectable Warning Power

24. Furnish detectable warning power units meeting all requirements of ASTM C-936, C-33, LCP in a two by two unit layout, followed by closure units consisting of or least 25 percent of a full unit. Cut detectable warning power units using a power saw.
25. Furnish detectable warning power units meeting all requirements of ASTM C-936, C-33, LCP in a two by two unit layout, followed by closure units consisting of or least 25 percent of a full unit. Cut detectable warning power units using a power saw.

Sidewalks

26. Provide clear ground space at accessible ramps, including pedestrian push buttons, pedestrian gates with the sidewalk within one or more wheel paths specified in 16.308.
27. Place traffic signs or illumination poles, ground boxes, controller boxes, signs, or clear ground space.
28. Street grooves and cross slopes shall be as shown elsewhere in the plans.
29. Closures in level greater than 1/4 inch are not permitted.
30. The least possible grade should be used to maintain accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the adjacent roadway, where a continuous grade greater than 5% must be provided. The detectable warning surface shall be constructed with a maximum 2% slope in any direction. The detectable warning surface shall be constructed with a maximum 2% slope in any direction. The detectable warning surface shall be constructed with a maximum 2% slope in any direction.
31. Intersecting pedestrian and not provide into the usable landing area or into the roadway.
32. Intersecting, driveways and turnouts. Sidewalks shall be constructed and paid for in accordance with Item, Sidewalks.
33. Sidewalk details are shown elsewhere in the plans.

PEDESTRIAN FACILITIES

CURB RAMPS

PED-12A

SHEET 2 OF 4

Texas Department of Transportation
Division of Engineering

PROJECT NAME: OLD SETTLERS BLVD. SIDEWALK GAP

SHEET NUMBER: 0

DATE: 02/15/2017

DRAWN BY: C.R.L.

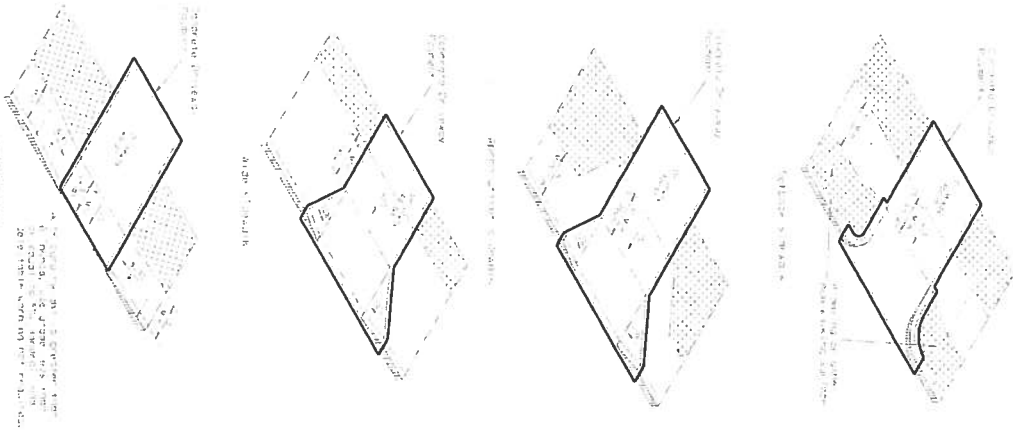
DRAWING FILE:



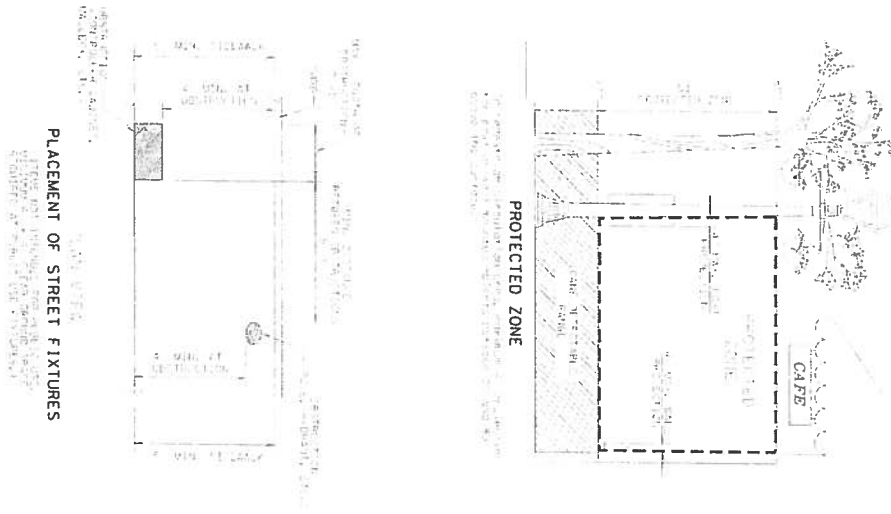
CITY OF ROUND ROCK, TX
2008 Enterprise Drive
www.roundrocktexas.gov

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

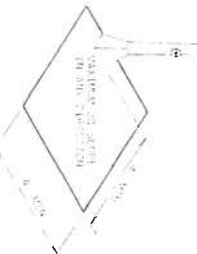
SIDEWALK TREATMENT AT DRIVEWAYS



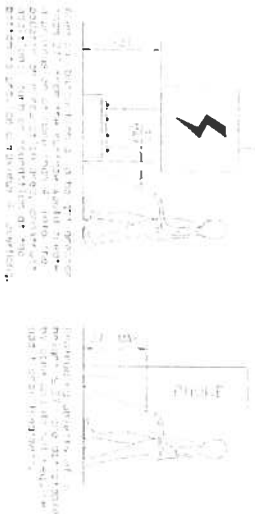
PLACEMENT OF STREET FIXTURES



CLEAR GROUND SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



DETECTION BARRIER FOR VERTICAL CLEARANCE < 80'

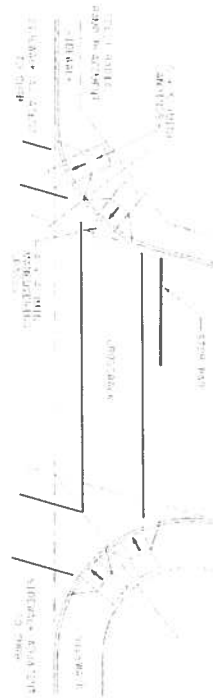


SHEET 3 OF 4

PEDESTRIAN FACILITIES CURB RAMPS
 PED-12A

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

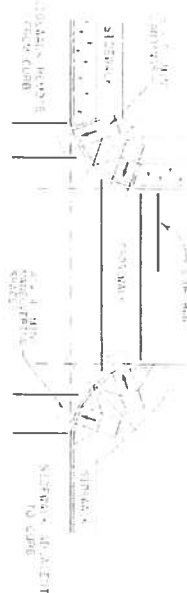
SKewed INTERSECTION WITH "LARGE" RADIUS



SKewed INTERSECTION WITH "SMALL" RADIUS

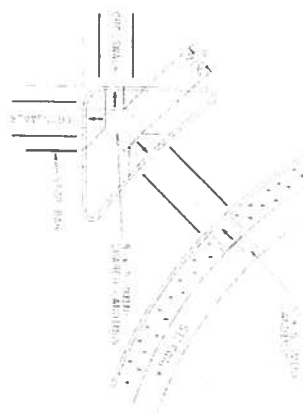


NORMAL INTERSECTION WITH "SMALL" RADIUS



TYPICAL CROSSING LAYOUTS

AT INTERSECTION
 W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
 PERPENDICULAR RAMPS



**PEDESTRIAN FACILITIES
 CURB RAMPS**

PED-12A

SHEET 4 OF 4

Texas Department of Transportation

Design Standard

DATE	02/15/2017
BY	C.R.L.
CHECKED	
DATE	

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction



CERTIFICATE OF INSURANCE

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

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

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

Insured: PARTNERS REMODELING RESTORATION & WATERPROOFING

Street/Mailing Address: 3219 HARPERS FERRY LN

City/State/Zip: AUSTIN TX 78745

Phone Number: () -

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: TEXAS MUTUAL			Carrier Phone #: (800) 859 - 5995	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	0001243822	10/18/2016	10/18/2017	Not Less Than: Statutory - Texas

1,000,000

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: CERTAIN UNDERWRITERS @ LLOYDS			Carrier Phone #: (817) 605 - 0065	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	DTWGC52452	07/23/2017	07/23/2018	Not Less Than: \$ 600,000 each occurrence

1,000,000

BUSINESS AUTOMOBILE POLICY:

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy				Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable): EXCESS POLICY

Carrier Name: EVANSTON INSURANCE COMPANY			Carrier Phone #: (817) 605 - 0065	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
EXCESS POLICY	EZXS1012653	07/23/2017	07/23/2018	1,000,000

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

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

Agency Name

Address

City, State, Zip Code

WARD INSURANCE 1801 PRECINCT LINE RD HURST TX 76054

(817-605-0065) -

Authorized Agent's Phone Number

Authorized Agent Original Signature

08/10/17

Date

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

Fax completed form to: 512/416-2536

NOTES TO AGENTS:

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

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

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

Binder numbers are not acceptable for policy numbers.

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

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

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

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

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

This form may be reproduced.

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

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

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

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

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE:

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

BUSINESS AUTOMOBILE POLICY:

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

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

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

MAIL ALL CERTIFICATES TO:

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

EXHIBIT E

Attachment A (FHWA Additional Requirements)

To be made part of document if applicable



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

November 8, 2019

City of Round Rock
Attn: Transportation Department
221 East Main Street
Round Rock, Texas 78664

Termination of Multiple Use Agreement
Williamson County
US 79
Sidewalk

Recent guidance from TxDOT Legal Department determined Multiple Use Agreements are no longer required for sidewalks as they are covered under existing Municipal Maintenance Agreements which regulate public sidewalks on State ROW.

To streamline the duplicate coverage, the State is terminating the current MUA in place. Please find attached Form 2528 Termination of Multiple Use Agreements. Please have it signed and return to us. Once we receive and process, a copy will be returned to you.

To complete the process, the City will need to include a Resolution for the Terminations. If you have multiple locations for sidewalks, you can include them all in the same resolution. Form 2528 will need to be completed for each location, however.

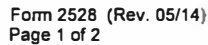
If you have any questions or concerns you can contact me at 512 832-7261 or by email at mlynn.mckeethan@txdot.gov.

Sincerely,

M'Lynn McKeethan
Contract Specialist

Attachment

Cc: Bobby Ranthum



BETWEEN THE STATE AND the City of Round Rock
FOR THE **Public Sidewalk**

COUNTY OF TRAVIS §

This Agreement terminates the previously executed Multiple Use Agreement for construction, maintenance, and operation of _____ a public Sidewalk _____ on the Texas Department of Transportation right-of-way, in _____ Williamson _____ County, originally dated the 14th day of _____ February _____, 2013, by and between the Texas Department of Transportation, hereinafter referred to as "State" and _____ the City of Round Rock _____, hereinafter referred to as _____ the City _____.

WHEREAS, _____ the City _____ has requested the State to discontinue their responsibilities for the continued maintenance and operation, of _____ public Sidewalk _____, located within State right-of-way on _____ US 79 _____, Control _____ 204-1 _____ Section _____ in _____ Williamson County _____, and being more particularly described in the exhibits attached hereto and made a part hereof; and

WHEREAS, the governing body of the _____ the City _____ has indicated by Resolution/Ordinance No. _____, on the _____ day of _____, 20____ to dissolve their partnership with the State evidenced by the execution of the this Agreement with the State; and

WHEREAS, the the City will undertake to restore the area to a condition acceptable to the State prior to the execution of this agreement.

- A. Exhibit A - site map;
- B. Copy of Original Multiple Use Agreement
- C. Copy of Resolution/Ordinance

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

STATE OF TEXAS

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division Signature

Title

Director, Maintenance Division Printed Name

Contact Name

APPROVAL RECOMMENDED:

By: _____
District Engineer Signature

Contact Telephone No.

Tucker Ferguson, P.E.

District Engineer Printed Name

Date

ORIGINAL



Form 2044 (Rev 07/2012)
(GSD-EPC)
Page 1 of 8

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

WITNESSETH

WHEREAS, on the 14th day of February, 2013, the governing body for the City, entered into Resolution/~~Ordinance~~ No. R-13-02-14-F7, hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public sidewalk on the north side of highway right of way (**ROADWAY US 79 CONTROL SECTION NO. 204-1**), of US 79 just west of the intersection of FM 1460. The sidewalk will run from a distance of approximately 1,750 feet west of the FM 1460 intersection to a distance of approximately 300 feet west of the intersection. This is shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

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

R-13-02-14-F7

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2. INSPECTION

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

3. PARKING REGULATIONS

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

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

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

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

6. FEES

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

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

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

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

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

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

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

10. RESTORATION OF AREA

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

11. PREVIOUS AGREEMENTS

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

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the City to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The City shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The City shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the City, its agents, or employees authorized under this agreement. The City further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the City. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The City shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

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

16. ADDITIONAL CONSENT REQUIRED

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

17. FHWA ADDITIONAL REQUIREMENTS

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

18. CIVIL RIGHTS ASSURANCES

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

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

19. AMENDMENTS

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

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

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

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. NOTICES

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

STATE
(Mailing Address)

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

CITY
(Mailing Address)

City of Round Rock
221 East Main Street
Round Rock, Texas 78664

24. WARRANTS

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

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City on the 14th
day of February, 2013, and the State on the 14th day of March, 2013.

City of Round Rock

(Name of other party)

By: 
Signature

Alan McGraw

Printed Name

Mayor

Title

City of Round Rock

Agency

512.219.5401

Contact Office and Telephone No.

STATE OF TEXAS

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

By:  P.E.
Director, Maintenance Division

for F. Howard Holland, P.E.

Printed Name

March 14, 2013

Date

APPROVAL RECOMMENDED:


Austin District Engineer

Gregory A. Malatek, P.E.

Printed Name

3/6/13

Date

ATTACHMENT A

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

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

EXHIBIT E

**SUPPORTING
RESOLUTION or ORDINANCE**

RESOLUTION NO. R-13-02-14-F7

WHEREAS, the City of Round Rock ("City") desires to construct a public sidewalk partially within the US 79 right-of-way, on the north side of US 79 from approximately 1,775 feet west of FM 1460 to approximately 300 feet west of FM 1460; and

WHEREAS, a Multiple Use Agreement with the Texas Department of Transportation will permit the City to construct, maintain and operate the sidewalk; and

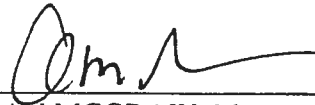
WHEREAS, the City Council wishes to approve said Agreement. Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Multiple Use Agreement with the Texas Department of Transportation, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

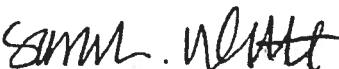
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 14th day of February, 2013.



ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk

EXHIBIT A

General Layout and Location

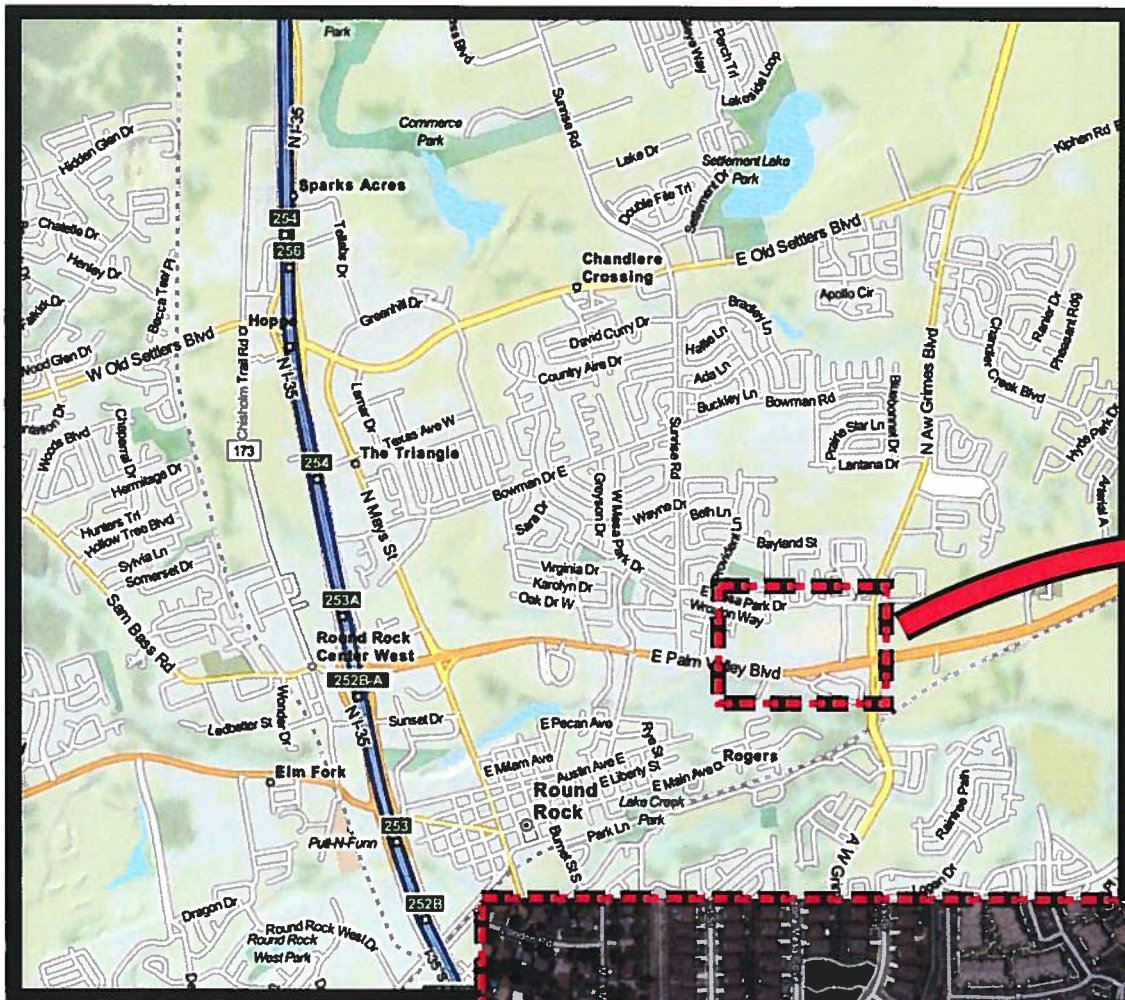


EXHIBIT A

LOCATION MAP

EXHIBIT B
Proposed Construction Plans
(Metes and Bounds Description)

2013 Sidewalk Gaps

Section 02000 - Plans, Details and Notes Index

1. General Notes.....{4 pages (notes 1 through 17)}
2. Specific Project Notes.....{8 pages (notes 1 through 13)}
3. TCEQ Notes.....{2 pages (notes 1 through 12)}
4. Plans.....1.....{29 pages (Old Settlers Boulevard and Sunrise Road Overall Maps, U.S. Highway 79 Overall Map, Old Settlers Boulevard Segments 1 through 4, Sunrise Road Segments 1 through 4, U.S. Highway 79 Plan Sheets, Details for: Sidewalk, Sidewalk Grading Types, Sidewalk Drain With Pipes, Sidewalk Drain With Steel Plate, Irrigation Line Adjustment, Concrete Rip Rap, Concrete Driveway (Residential, and Commercial or Multi-Family) (City of Round Rock details S-02 and S-03), Erosion Control Log (City of Round Rock detail EC-17), Area Inlet Protection With Erosion Control Log (City of Round Rock detail EC-16), Curb Inlet Protection With Erosion Control Log (City of Round Rock detail EC-13), and TxDot Standard PED-12A sheets 1 thru 4 of 4)} 1
5. Traffic Control Standards....{29 pages (TxDot Standards BC (1)-07 through BC (12)-07; and TxDot Standards TCP (2-1) 98 and TCP (2-4) 03)}

The U.S. Highway 79 sidewalk just west of FM 1460 will be constructed as part of a larger sidewalk project planned by the City of Round Rock (CORR). Only those plans and details for the U.S. Highway 79 sidewalk are included herein for the TxDot/CORR Multiple Use Agreement (MUA).

D.S.H. 3/14/13

Issued for construction with the following:

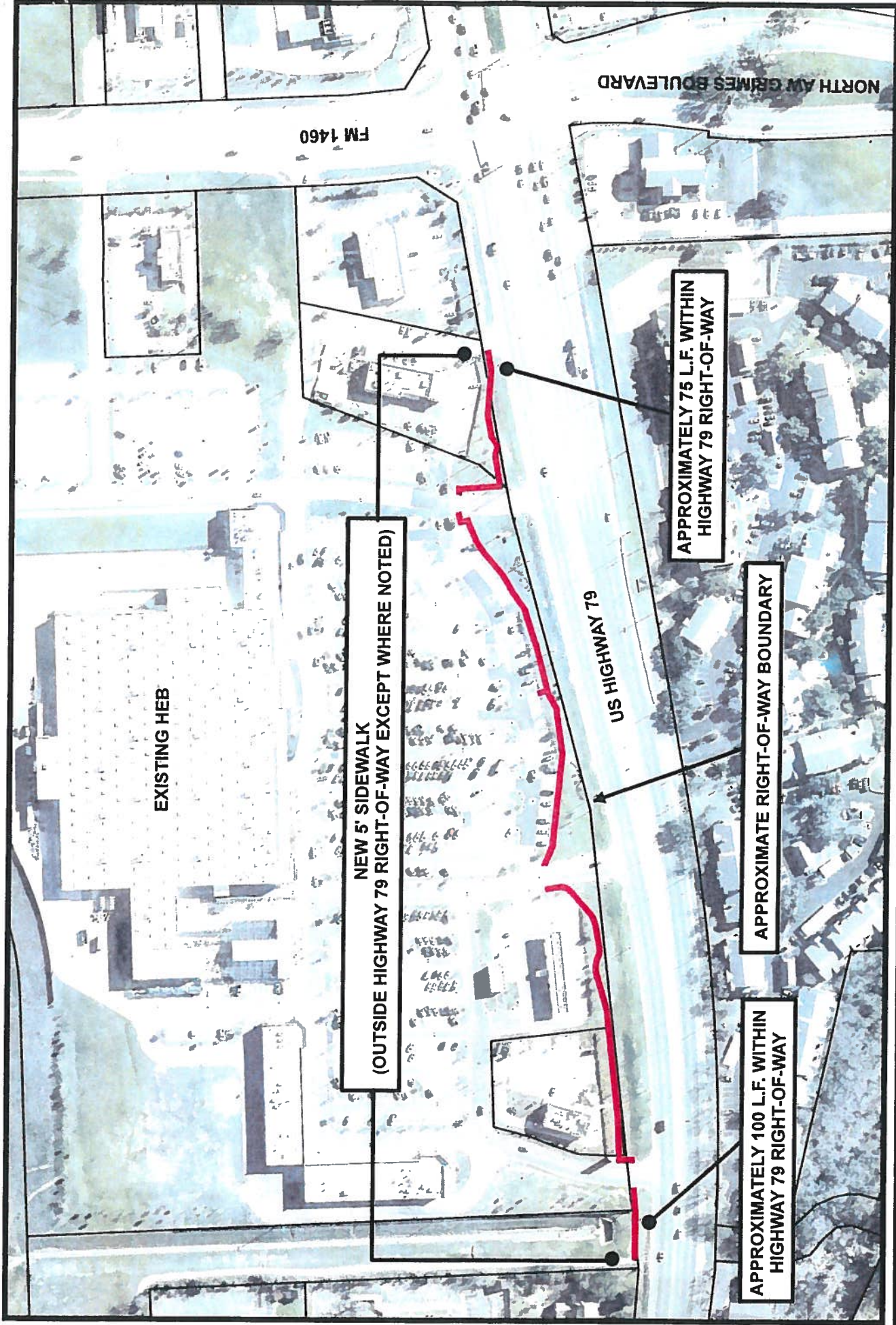
The TCEQ Notes, City of Round Rock and TxDot Details/Standards in the Plans, and TxDot Traffic Control Standards listed above and included herein have been selected by me and are applicable to this project. The General Notes, Specific Project Notes and all other items in the Plans have been prepared by me or under my supervision and are applicable to this project.



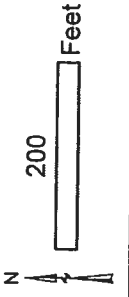
Daniel Lynn Halden
Daniel Lynn Halden, P.E.
City Engineer

2/20/13
Date

REVISIONS			
No.	Description/Items	Approved	Issue Date
1	Number of sheets in Plans changed; Eliminated TxDot Standard PED-05 sheets 1 and 2 of 4 and replaced with TxDot Standard PED-12A sheets 1 thru 4 of 4.	<i>D.S.H.</i>	<i>3/14/13</i>



2013 SIDEWALK GAPS U.S. HIGHWAY 79 - OVERALL MAP





LEGEND

- EXISTING SIDEWALK
EXISTING SIDEWALK
(TO BE REMOVED)
ROW
PARCELS
EASEMENT
TREES

NOTES:

- a. ADJUST EXISTING IRRIGATION LINES AS NECESSARY IN ACCORDANCE WITH "IRRIGATION LINE ADJUSTMENT DETAIL".
- b. GENERALLY THE NORTH EDGE OF THE NEW SIDEWALK WILL BE SET AT THE EXISTING GROUND LEVEL AND THE SIDEWALK WILL SLOPE TOWARD THE HIGHWAY.
- c. NORMAL RESTORATION WILL BE PROVIDED UNLESS GRADING IS REQUIRED AS DETERMINED IN THE FIELD.

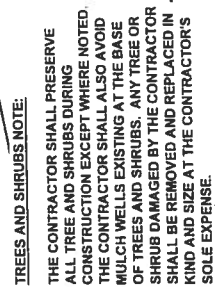
MATCHLINE (SEE SHEET 2)

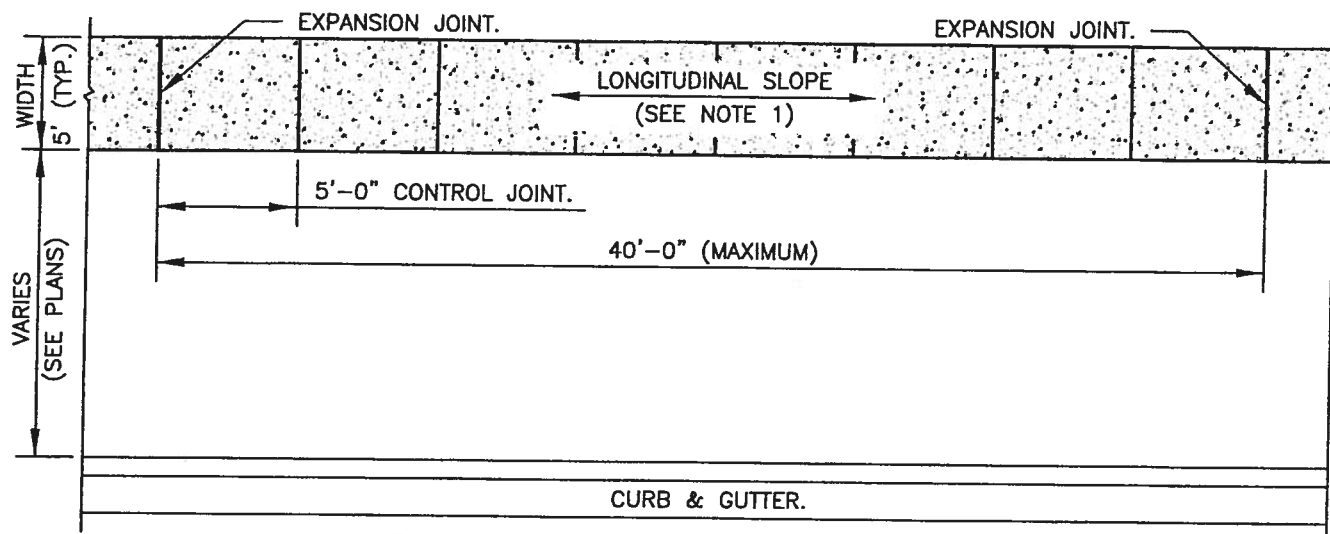
BEGIN SIDEWALK
CONSTRUCTION,
MATCH EXISTING
SIDEWALK.

CONSTRUCT APPROXIMATELY 89 L.F.
OF NEW 5' CONCRETE SIDEWALK.

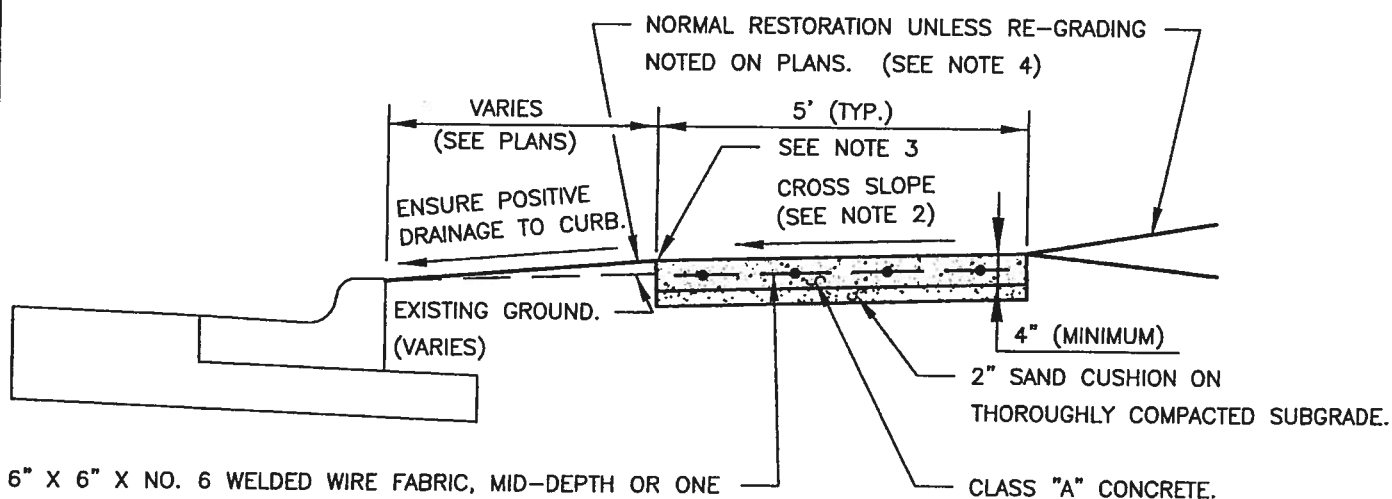
U.S. HIGHWAY 79

ST. RICHARDS
EPISCOPAL CHURCH





PLAN



6" X 6" X NO. 6 WELDED WIRE FABRIC, MID-DEPTH OR ONE
MAT OF #3 BARS PLACED NO MORE THAN 18" O.C.E.W.

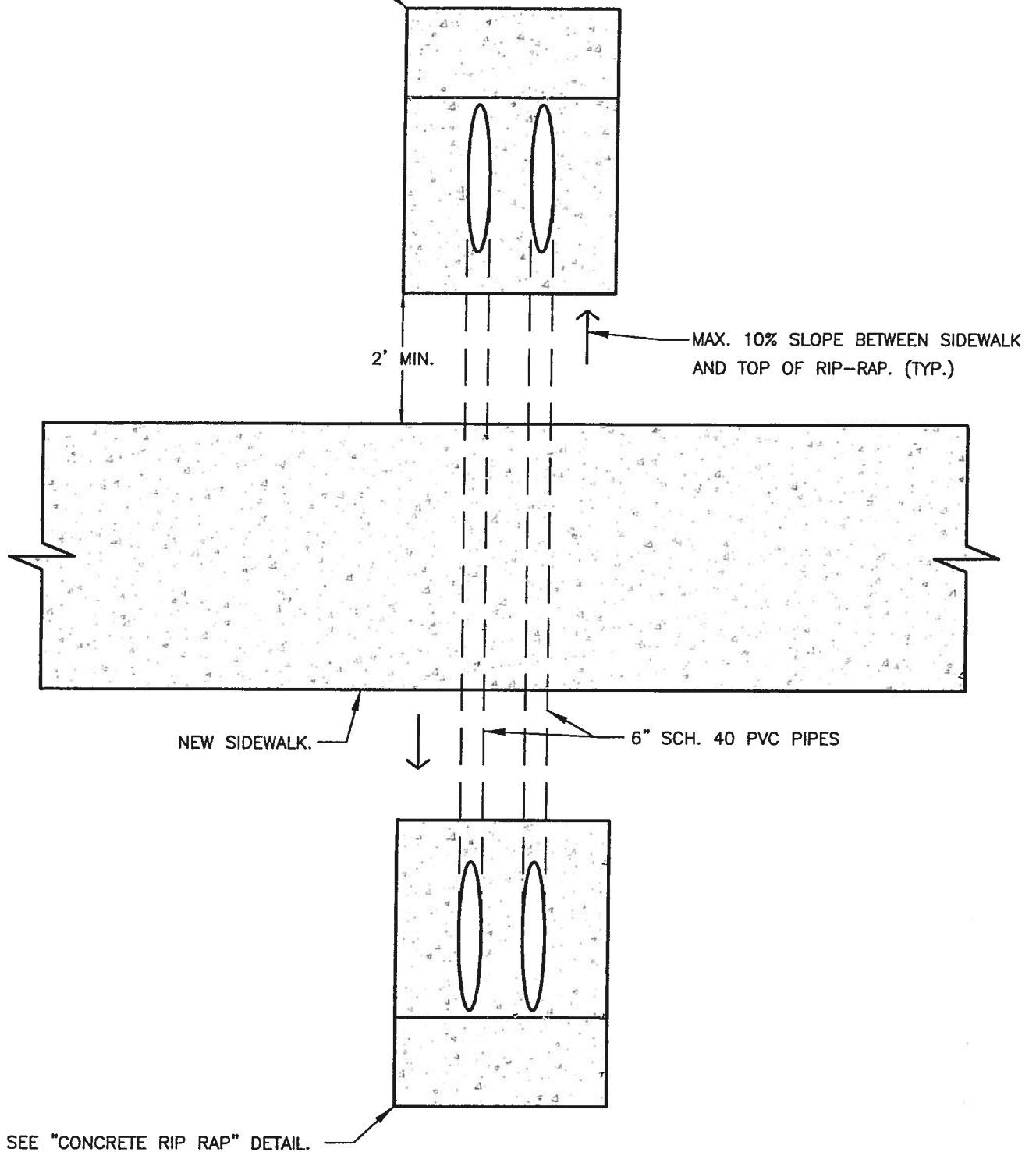
SECTION

NOTES:

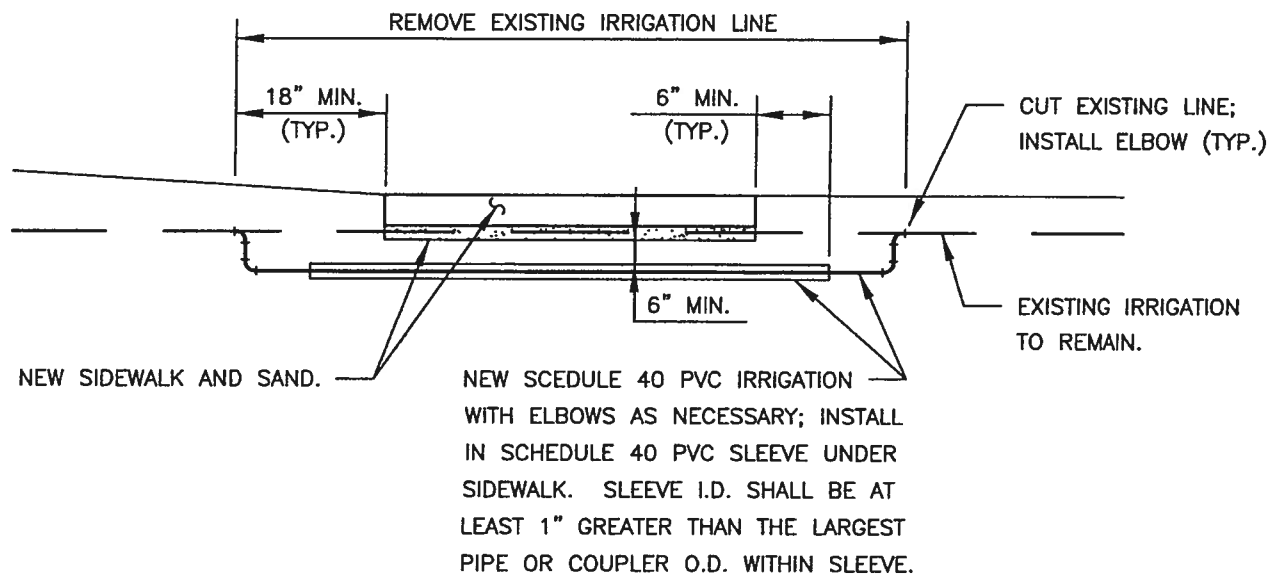
1. THE LONGITUDINAL SLOPE SHALL NOT EXCEED 5%. AT CURB RAMPS, THE LONGITUDINAL SLOPE SHALL NOT EXCEED 2% FOR FOR A DISTANCE OF AT LEAST 3 FEET FROM THE TOP OF RAMP.
2. THE CROSS SLOPE SHALL TYPICALLY BE 1%, TOWARD THE CURB. IN NO CASE SHALL THE CROSS SLOPE EXCEED 2%. UNDER RARE CIRCUMSTANCES, THE CROSS SLOPE MAY BE AWAY FROM THE CURB BUT ONLY WHEN DIRECTED BY THE ENGINEER.
3. FOR NORMAL RESTORATION, THE TOP OF THE SIDEWALK SHALL BE SET AT AN ELEVATION THAT WILL ALLOW WATER ON THE SIDEWALK TO DRAIN TO THE EXISTING GROUND LEVEL AT THE BACK OF CURB MERELY BY INSTALLING TOPSOIL UPON COMPLETION OF THE SIDEWALK. WHEN RE-GRADING IS SPECIFIED ON THE PLANS, THE TOP OF SIDEWALK SHALL BE SET IN ACCORDANCE WITH THE DETAIL FOR "SIDEWALK GRADING TYPES".
4. NORMAL RESTORATION CONSISTS OF PLACING TOPSOIL ADJACENT TO BOTH SIDES OF THE COMPLETED SIDEWALK FOLLOWED BY HYDRAULIC SEED PLANTING. TOPSOIL PLACED BETWEEN THE SIDEWALK AND CURB SHALL SLOPE TOWARD THE CURB 1% MINIMUM AND 10% MAXIMUM AND SHALL BE PLACED IN SUCH A MANNER THAT WATER ON THE SIDEWALK WILL ACTUALLY DRAIN TO THE CURB; ON THE OTHER SIDE OF THE SIDEWALK, TOPSOIL SHALL BE SLOPED TO EXISTING GROUND PREFERABLY AT 5% MAXIMUM AND IN NO CASE EXCEEDING 5 HORIZONTAL TO 1 VERTICAL.

SIDEWALK DETAIL (N.T.S.)

SEE "CONCRETE RIP RAP" DETAIL.



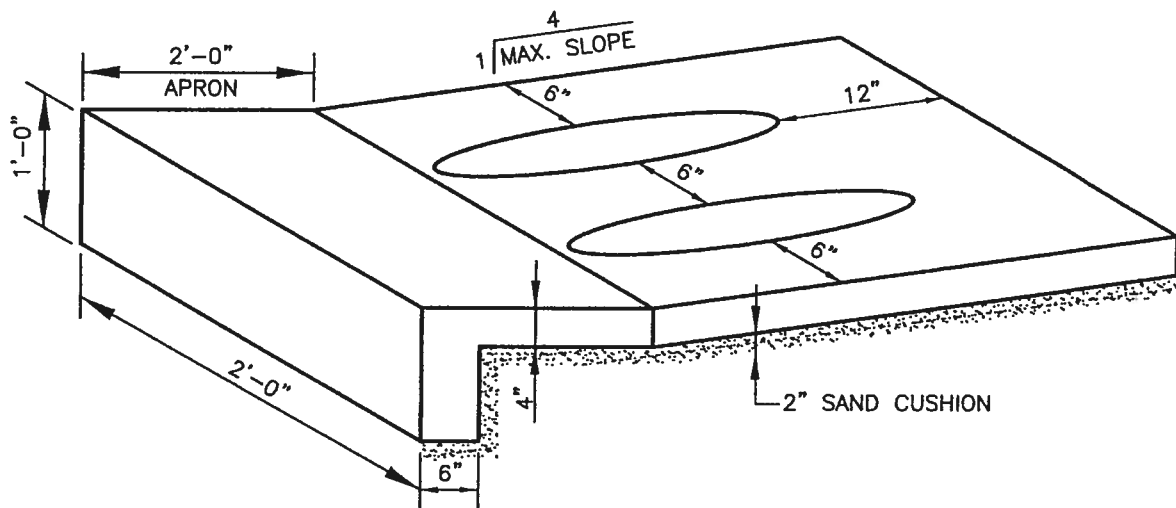
SIDEWALK DRAIN WITH PIPES (N.T.S.)



NOTES:

1. THIS ITEM ASSUMES UP TO 15 L.F. OF NEW IRRIGATION LINE, 6 ELBOWS, AND 10 L.F. OF SLEEVE.

IRRIGATION LINE ADJUSTMENT (N.T.S.)



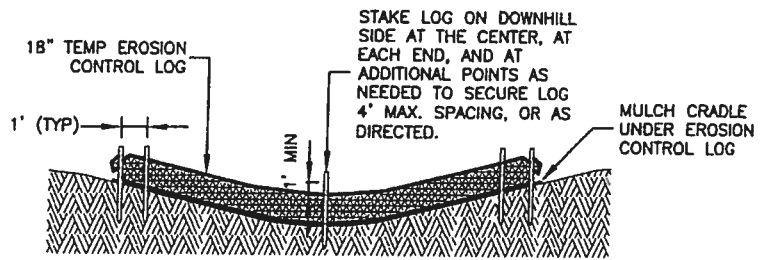
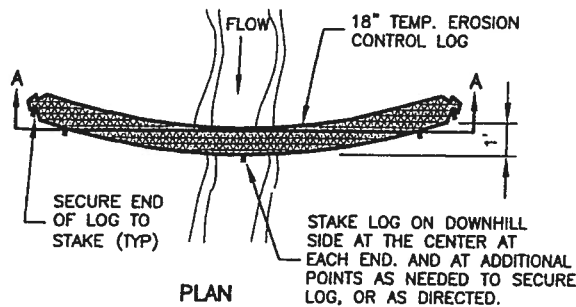
CONCRETE: 3000 PSI

STEEL: GRADE 40

#3 @18" O.C.E.W.

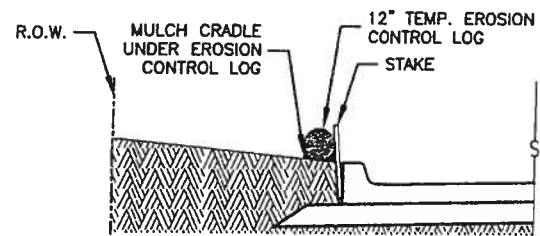
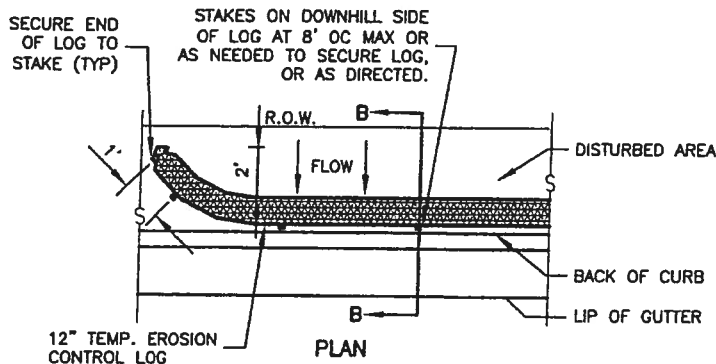
CUT OFF PIPE FLUSH WITH
RIP RAP AND GROUT EDGES

CONCRETE RIP RAP DETAIL (N.T.S.)



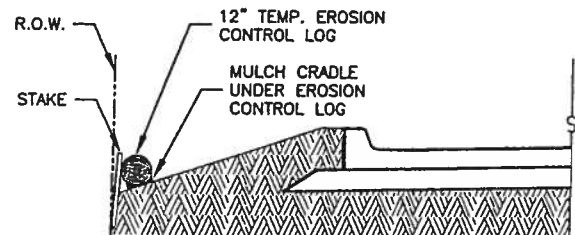
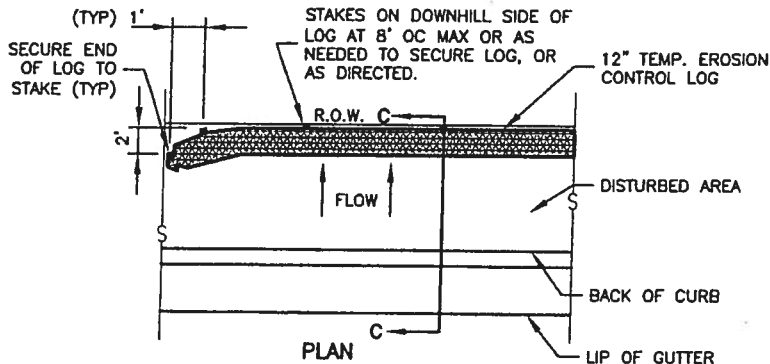
SECTION A-A

EROSION CONTROL LOG CHECK DAM



SECTION B-B

LOG PLACED AT BACK OF CURB

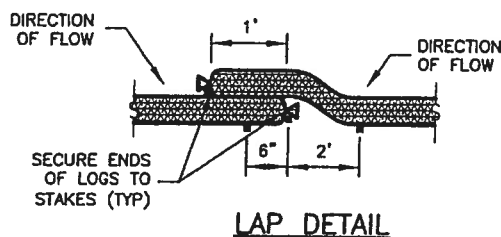


SECTION C-C

LOG PLACED AT EDGE OF RIGHT-OF-WAY

NOTES:

1. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 6".
2. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF LOGS DURING RAINFALL EVENT FOR PROPER PERFORMANCE.
3. LOGS SHALL CONSIST OF 100% BIODEGRADABLE, PHOTODEGRADABLE OR RECYCLABLE CONTAINMENT MESH STUFFED WITH FILTER MATERIAL.
4. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION. FILTER MATERIAL SHALL CONSIST OF MULCH, ASPEN EXCELSIOR WOOD FIBERS, CHIPPED SITE VEGETATION, COCONUT FIBERS, 100% RECYCLABLE FIBERS, OR ANY OTHER ACCEPTABLE MATERIAL, EXCLUDING STRAW AND HAY.
5. STAKES SHALL BE 2" X 2" WOOD, 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED.



LAP DETAIL

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED

03-25-11

DATE

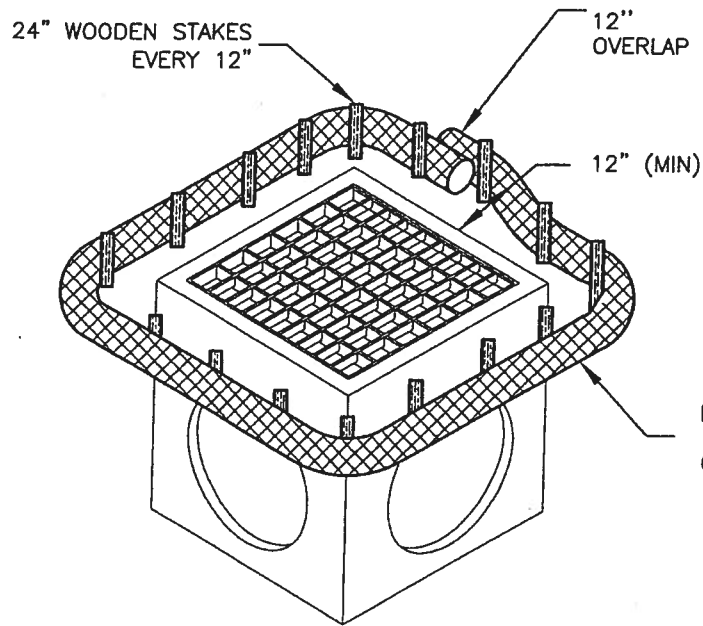
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF ROUND ROCK

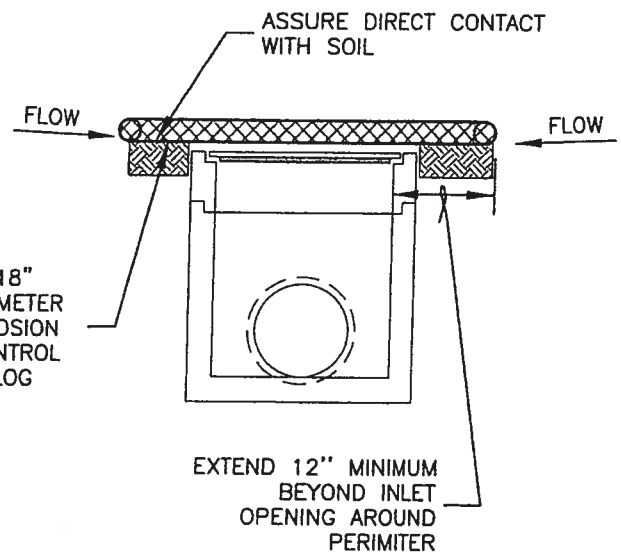
EROSION CONTROL LOG DETAIL

DRAWING NO:
EC-17





ISOMETRIC



CROSS SECTION

NOTES:

1. EROSION CONTROL LOG CONTAINMENT MESH SHALL BE 100% BIODEGRADABLE, PHOTODEGRADABLE OR RECYCLABLE; AND FILL MATERIAL SHALL CONSIST OF MULCH, ASPEN EXCELSIOR FIBERS, CHIPPED SITE VEGETATION, COCONUT FIBERS, 100% RECYCLABLE FIBERS, OR ANY OTHER ACCEPTABLE MATERIAL EXCLUDING STRAW AND HAY.
2. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 6".
3. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY CLEAN THE INLET PROTECTION IF EXCESSIVE PONDING OCCURS.
4. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS

APPROVED

03-25-11

DATE

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL (NOT TO SCALE)

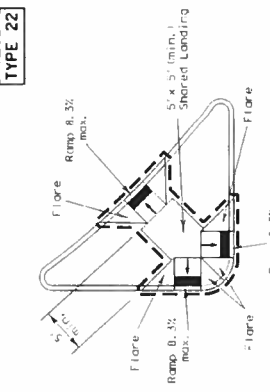
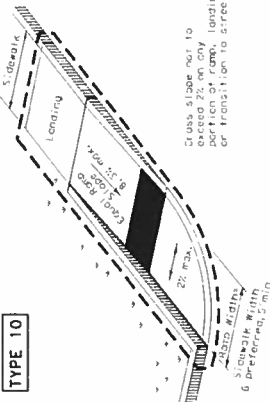
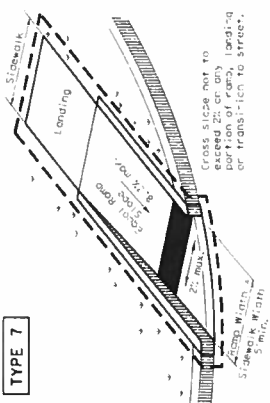
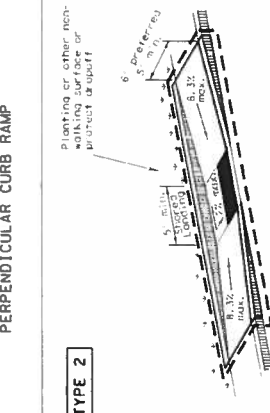
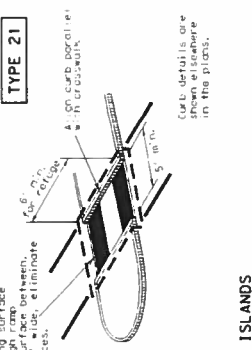
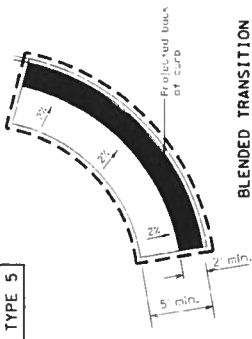
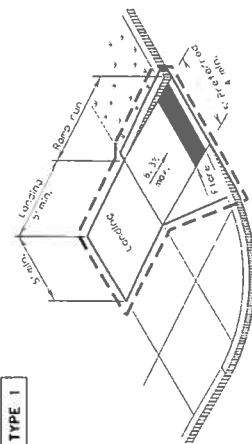
CITY OF ROUND ROCK

AREA INLET PROTECTION WITH
EROSION CONTROL LOG DETAIL

DRAWING NO:

EC-16

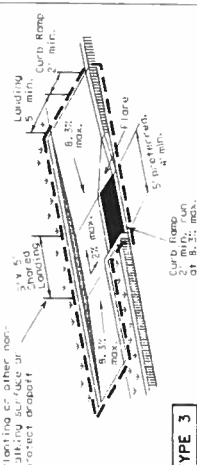




CURB RAMPS AT MEDIAN ISLANDS

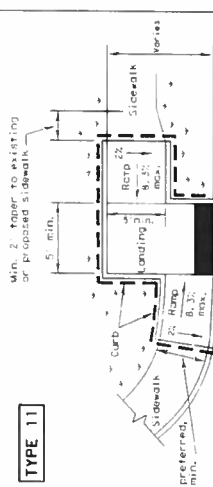
PARALLEL CURB RAMP

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



DIRECT

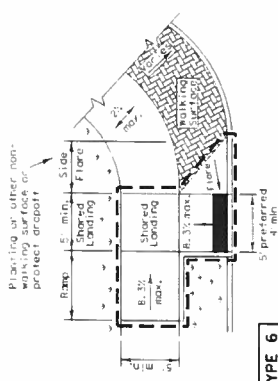
Sidewalk set back from curb



COMBINATION ISLAND RAMPS



OFFSET PARALLEL CURB RAMP



COMBINATION CURB RAMPS

NOTES / LEGEND:

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

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

— Ramp Limits of Payment

Detachable Warning Surface

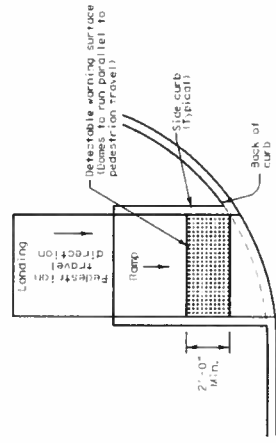
General Notes

Curb Ramps

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, 5' minimum sidewalk width shall be provided due to site constraints. Sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
4. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
5. Whenever space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and to TAC 66.102.
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Handrails are not required on curb ramps. Provide curb ramps wherever on accessible route crosses (penetrates) a curb.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 331 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
17. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

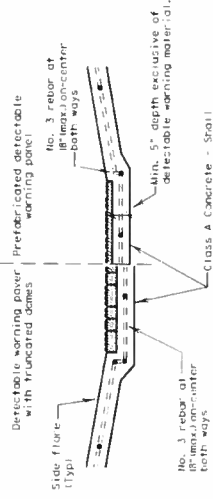
Detectable Warning Material

18. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 105 of the TAS. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install on approved cast-in-place dark brown or dark red detectable warning surface material adjacent to unadorned concrete, unless specified elsewhere in the plans.
19. Detectable warning materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
20. Detectable warning surfaces must be silt resistant and not allow water to accumulate.
21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
22. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb. Align the rows of domes to be perpendicular to the grade break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.
23. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.



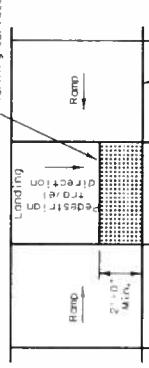
PERPENDICULAR CURB RAMP

Typical placement of detectable warning surface on sloping ramp run.



DIRECTIONAL CURB RAMP

Typical placement of detectable warning surface on sloping ramp run.



PARALLEL CURB RAMP

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

SECTION: CURB RAMP AT DETECTABLE WARNING

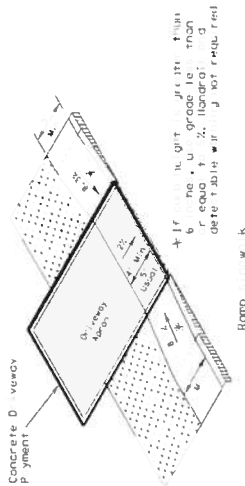
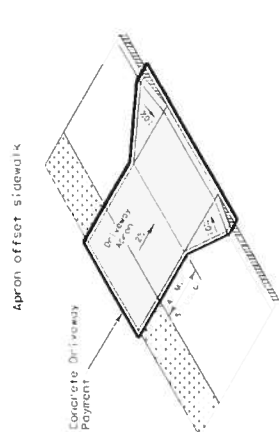
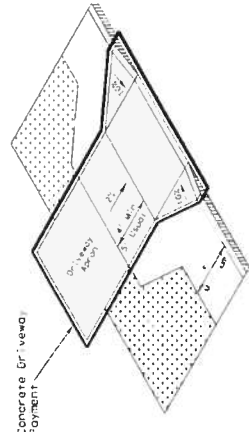
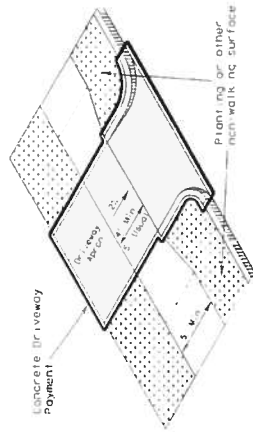
DETECTABLE WARNINGS

Detectable Warning Pavers

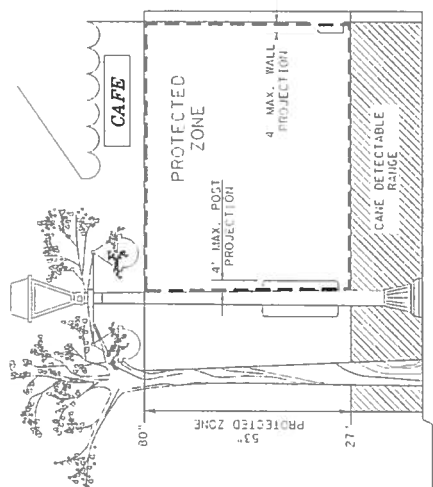
24. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
25. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power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

Sidewalks

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

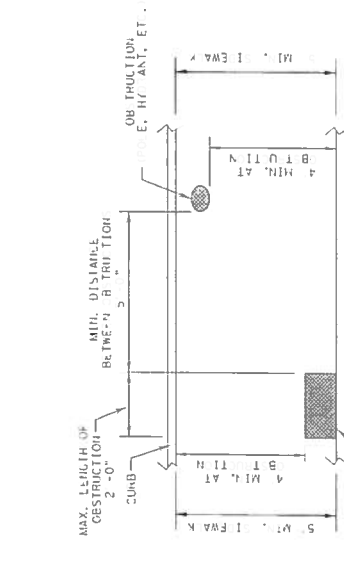


SIDEWALK TREATMENT AT DRIVEWAYS



PROTECTED ZONE

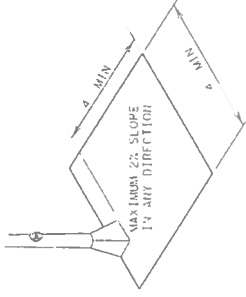
(In pedestrian circulation area, maximum 4 projects on
for post or wall mounted objects between 2" and 80
above the surface.



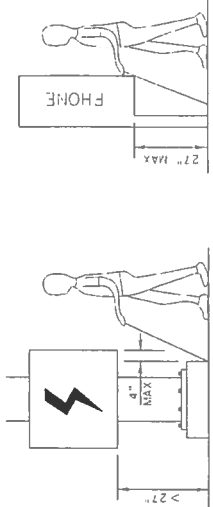
PLAN VIEW

PLACEMENT OF STREET FIXTURES

ITEM NOT INTEND FOR UELIC U.E.
MINIMUM 4" x 4" EAR RUND PACE
REOIPED AT PUBLI USE FITE.



CLEAR GROUND SPACE ADJACENT
TO PEDESTRIAN PUSH BUTTON



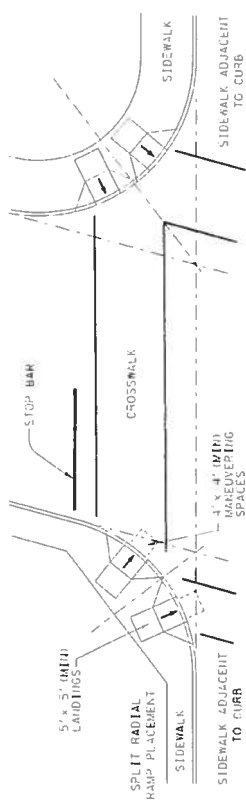
When an obstruct n of a height greater than $\frac{1}{2}$ from the surface would create a protrusion of more than $\frac{1}{4}$ into the pipe the area is to be increased by an additional $\frac{1}{2}$ to provide a maximum over ang.

Protruding objects of a height $\leq 27''$ are detectable by cone and do not require additional treatment.

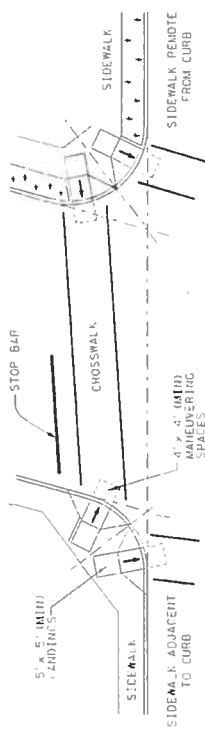
DETECTION BARRIER FOR
VERTICAL CLEARANCE < 80"

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

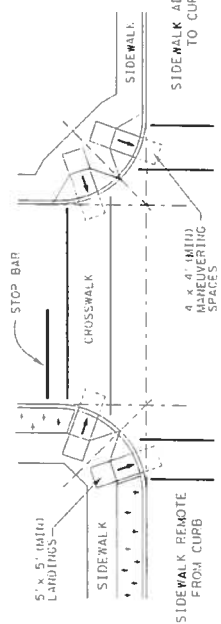
DATE: FILE:



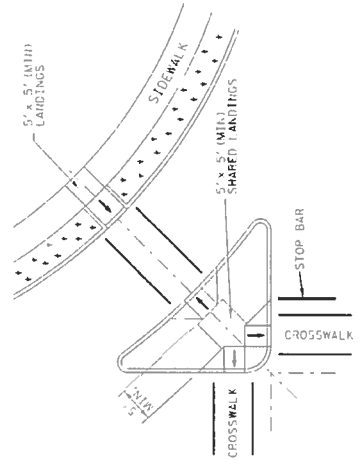
SKewed INTERSECTION WITH "LARGE" RADIUS



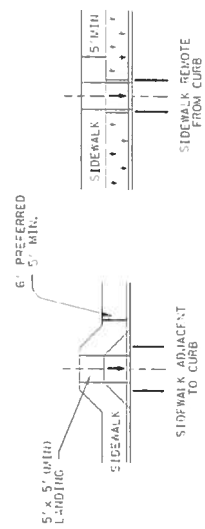
SKewed INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMP

TxDOT

Texas Department of Transportation

Design Division Standard

PEDESTRIAN FACILITIES

CURB RAMPS

PED-12A

SHEET 4 OF 4

DATE	BY	CHKD	APP'D	REV	DESCRIPTION
10/1/01	MDR	MDR	MDR	1	Initial
10/1/01	MDR	MDR	MDR	2	Revised
10/1/01	MDR	MDR	MDR	3	Revised
10/1/01	MDR	MDR	MDR	4	Revised
10/1/01	MDR	MDR	MDR	5	Revised
10/1/01	MDR	MDR	MDR	6	Revised
10/1/01	MDR	MDR	MDR	7	Revised
10/1/01	MDR	MDR	MDR	8	Revised
10/1/01	MDR	MDR	MDR	9	Revised
10/1/01	MDR	MDR	MDR	10	Revised

TYPICAL CROSSING LAYOUTS

EXHIBIT C
Approved Construction Plans

To be made part of document prior to beginning of construction

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

EXHIBIT E

Attachment A (FHWA Additional Requirements)

To be made part of document if applicable