### **Joint Participation Agreement**

(Drainage and Paving Repair and Rehabilitation for Millwood Sections 2 and 3)

This Joint Participation Agreement ("Agreement") is made and entered into by and between the following persons and entities:

- a) Fort Bend County, Texas, a political subdivision of the State of Texas (hereafter the "County");
- b) Fort Bend County Municipal Utility District No. 149, a political subdivision of the State of Texas (the "District"); and
- c) Herrin Ranch Development II Inc. ("Herrin").

The County, the District and Herrin are collectively referred to as the "Parties" or individually as a "Party", as the context indicates.

## I. Definitions

For purposes of this Agreement, the following defined terms used in this Agreement have the meanings set forth in this section:

Jaho means Jaho, Incorporated;

Millwood 2 means the subdivision in Fort Bend County, Texas known as Millwood at Riverstone, Section 2;

*Millwood 3* means the subdivision in Fort Bend County, Texas known as Millwood at Riverstone, Section 3;

Subdivisions means collectively Millwood 2 and Millwood 3;

Millwood 2 Bond means that certain Bond number MNT9118159 executed on or about May 22, 2013 in the penal sum of \$161,280.00 with respect to the Millwood at Riverstone Section Two, a subdivision located in Fort Bend County, Texas, which bond was recorded in the Real Property Records of Fort Bend County under Clerk's File No. 2013103522 and in which Herrin and Jaho, each as defined above, are "principal" and Colonial American Casualty and Surety Company is "surety"

Millwood 3 Bond means that certain Bond number MNT9118199 executed on or about October 18, 2013 in the penal sum of \$214,550.00 with respect to the Millwood at Riverstone Section Three, a subdivision located in Fort Bend County, Texas, which bond was recorded in the Real Property Records of Fort Bend County under Clerk's File No. 2013147923 and in which Herrin and Jaho, each as defined above, are "principal" and Colonial American Casualty and Surety Company is "surety";

*Bonds* means collectively the Millwood 2 Bond and the Millwood 3 Bond, each as defined above;

Regulations means those certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in "Fort Bend County Regulations of Subdivisions," as amended from time to time;

Colonial means Colonial American Casualty and surety Company, in its capacity as surety on the Bonds;

*Plat* means the respective plat for each of the Subdivisions which was approved by the County;

Bond Condition means that Jaho and Herrin, as principal under the Bonds, and their successors and assigns, will comply with the Regulations with respect to the construction and maintenance of the Work until approval of such maintenance by the Fort Bend County Engineer (the "County Engineer") and acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Fort Bend County, Texas;

Work means the construction and maintenance of all drainage and paving in the right-ofway in the Subdivisions in accordance with the Regulations, or other agreement of the County and the District, until approval of same by the County Engineer and acceptance of same by the Commissioners Court of Fort Bend County, Texas; and

Deficiencies and Cost Estimates means the deficiencies claimed by the County with respect to the Work and the projected costs to correct such deficiencies, each of which are set forth in Exhibit "1" (for Millwood 2) and Exhibit "2" (for Millwood 3), each attached hereto and incorporated by reference herein.

### II. *Recitals*

- 1. The County, the District, and Herrin, desire to participate in Work in the Subdivisions by providing funding and administration for the construction of such improvements.
- 2. The County and the District have determined in good faith that the expenditure of funds for the Scope of Work provided herein serves a public purpose in that it protects the public health and safety by protecting the property of the residents and business-owners, reducing the risk of mosquito or other insect-borne illnesses, and aiding in the flow of traffic in the Subdivisions.
- 3. Herrin contracted with Jaho to perform the Work.
- 4. Herrin has claimed that it has paid Jaho all sums due under its contracts with Jaho with respect to the Work.

- 5. County provided Herrin with a preliminary punch list of items that the County alleges constitute the Deficiencies as well the Cost Estimates to correct such Deficiencies, the same of which are set forth in Exhibit 1 and Exhibit 2.
- 6. Herrin contends the Deficiencies, if any, in the Work are the responsibility of Jaho.
- 7. The District has agreed to complete the Work, at the District's expense, subject to the terms herein.

#### III.

Terms, Stipulations, and Representations

**NOW, THEREFORE,** in consideration for the mutual promises and covenants herein contained, the County, the District and Herrin enter into this Agreement as follows:

- 1. Period of the Agreement. This Agreement becomes effective on the date signed by the last Party hereto and shall remain in effect until the Scope of Work, contemplated herein, is completed to the reasonable satisfaction of the County, in accordance with the terms hereof.
- 2. Scope of Work. The County and the District, by and through their respective engineers, agree to work together in good faith to prepare a scope of work as set forth in Exhibit "3" attached hereto and incorporated by reference herein, including specifications, updated cost estimate, and/or plans (hereafter the "Scope of Work") which are intended to correct the Deficiencies to the reasonable satisfaction of the County with respect to the Work.
- 3. Costs to Complete the Scope of Work. The District agrees to bear all reasonable costs for the Scope of Work herein provided, in an amount not to exceed \$900,000.
- 4. District's Further Rights and Responsibilities.
  - A. Once the Scope of Work contemplated by paragraph No. 2 above is agreed to by both the County and the District, the District shall, within a reasonable time from the date of such agreement, bid the agreed Scope of Work out, i.e. publicly advertise the Scope of Work thereby inviting bids from qualified contractors to complete the Scope of Work.
  - B. The District will enter into a contract with the successful bidder (the "Contractor"), which contract shall require payment and performance bonds as required by Texas law from a surety authorized to write such bonds in the State of Texas (the "Contract"). Both the County and the District will be named as joint obligees under the payment and performance bonds. The Scope of Work performed under the Contract is sometimes referred to as the "Project" in this Agreement.

- C. Any modification of the Contract by the District which reduces the Scope of Work shall require written approval and consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed. Unless the County notifies the District in writing that it does not consent to same within twenty-one (21) days of written notice requesting such approval and consent, consent and approval shall be deemed given.
- D. The District will be responsible for managing the construction and completion of the Scope of Work and the Project, including construction management, interim inspections, and construction materials testing in compliance with applicable state and federal law. District shall notify County of activities and request all standard interim inspections as normally required for subdivision work through construction@fbctx.gov.
- E. The District shall submit monthly reports to the County Engineer describing in sufficient detail the progress of the Project.
- F. The District shall have the right to participate in the final inspection by the County.
- G. The District will notify the County, by and through its engineer (the "District Engineer"), once it believes the Project is completed and request that the County perform a final inspection to determine whether the Scope of Work has been satisfactorily completed and approved by the County Engineer. County shall inspect the Project within thirty (30) days after receipt of District's notice. The District's submittal of any final inspection requests to County shall be permitted incrementally upon the "Substantial Completion" (as hereinafter defined) of identified streets and drainage areas by District. Upon the declaration of Final Completion for a street and drainage area following a final inspection, no additional inspections shall be required by County for said street and drainage area. Notwithstanding anything to the contrary set forth herein, save and except for the District's obligations to notify the County that it believes the Project is completed and to request a final inspection as set forth in this paragraph G, when the Scope of Work is deemed Substantially Complete by the District Engineer, in the District Engineer's reasonable discretion, the District's obligations to the County and Herrin under this Agreement shall be deemed complete; provided, however, that the District, the County and Herrin shall each have the right to require the Contractor to perform any Work deemed outstanding and required to achieve Final Completion (the "Punch List Items") by the County Engineer. Further, nothing contained herein shall

- be interpreted to affect the contractual obligations between the District and the Contractor.
- H. Substantial Completion means the time at which the Project is sufficiently completed in accordance with the Contract with passing lab results and satisfies Fort Bend County Regulations of Subdivisions Appendix X, as set forth in Exhibit "4" attached hereto and incorporated by reference herein. The term "Substantially Complete" shall have the same meaning as set forth in this section.
- I. Final Completion means the time at which the Project, including the Punch List Items, has been completed in its entirety so that the County, upon final inspection, may accept the Work into the County Road Maintenance System.
- 5. County's Further Rights and Responsibilities.
  - A. The County shall have the right to approve the Scope of Work in the Contract that the District proposes to enter into with the successful bidder, as contemplated by paragraph 4 (B) above. Such approval shall not be unreasonably withheld. The failure to provide such approval within 14 days after receiving a written request for such approval, and then only after the District provides the County with an additional 3 day notice that the County has not responded in writing, shall be deemed to constitute approval of the terms and conditions of the Contract.
  - B. To the extent allowed by law, the County will assign all rights it has against Jaho to the District.
  - C. Within 45 days of the date that the Work is completed under the Contract and approved by the County Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed, the roads, streets, and bridges in the rights-of-way of the Subdivisions shall be submitted to the Commissioners Court of Fort Bend County, Texas for acceptance into the County Road Maintenance System. Once accepted into the County Road Maintenance System, the County will release the Bonds.
  - E. The County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings related to the Scope of Work and shall have the right to approve all change orders under the Contract.

- 6. Herrin's Further Rights and Responsibilities.
  - A. Herrin assigns all causes of action it has against Jaho, including for warranty work under Herrin's contracts with Jaho, to the District.
  - B. Herrin agrees to cooperate with the County and the District in connection with the causes of action assigned in this Agreement to the District.

### 7. Dispute Resolution.

- A. In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, the Parties agree to submit the dispute to mediation.
- B. In the event any Party hereto desires to mediate any dispute, that Party shall notify the other in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- C. All expenses associated with mediation herein shall be shared equally among the Parties to the dispute.
- D. The requirement to seek mediation shall be a condition required before filing an action at law or in equity. Any such action shall be filed in a court of competent jurisdiction in Fort Bend County, Texas, and the laws of Texas shall apply.
- 8. *Amendments*. All amendments or changes to this Agreement shall only be effective if reduced to writing and signed by all Parties effected thereby.

### 9. *Notices*.

A. All notices by any Party hereto to any other Party required under this Agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, or by nationally recognized overnight carrier (such as Federal Express or USPS), as well as by email if an email address is provided below, and addressed to such Party at the following addresses:

The County

Fort Bend County, Texas Attn: County Judge 401 Jackson Street, First Floor Richmond, Texas 77469

### With a Copy to:

Fort Bend County Engineering Attn: County Engineer 301 Jackson Street, 4<sup>th</sup> Floor Richmond, Texas 77469 Email: construction@fbctx.gov

#### And

Fort Bend County Attorney's Office Attn: Jennifer Fox and Kevin Hedges 401 Jackson St., 3<sup>rd</sup> Floor Richmond, Texas 77469 Email: Jennifer.Fox@fbctx.gov Kevin.Hedges@fbctx.gov

### **The District**

Fort Bend County MUD No. 149 c/o Muller Law Group, PLLC Attn: Shima Jalalipour 202 Century Square Blvd. Sugar Land, Texas 77478 Email: shima@mullerlawgroup.com

### With a Copy to:

Pape-Dawson Engineers Attn: Chad Hablinski, P.E. 2107 CityWest Boulevard, Third Floor Houston, Texas 77042 Email: chablinski@pape-dawson.com

### Herrin

Herrin Ranch Development II Inc. c/o Johnson Development Corporation Attn: Elizabeth York F.W. (Trey) Reichert, III 5005 Riverway, Suite 500 Houston, Texas 77056 Email: elizabeth@johnsondev.com treyr@johnsondev.com With a Copy to:

Coats Rose, P.C. Attn: Nancy H. Hamren 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

Email: nhamren@coatsrose.com

- 10. *Joint Product.* This Agreement is the joint product of each of the Parties hereto and shall not be construed more strictly against one or the other.
- 11. *Signatures*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. Further, the Parties agree that signatures transmitted by DocuSign or email (.pdf) shall be deemed to be original signatures for all purposes.
- 12. 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 other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- 13. *Responsibilities of the Parties*. The Parties agree that neither Party is an agent, servant, or employee of the other Party.
- 14. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by or for the County or the District shall remain the property of the County or the District, as the case may be.
- 15. Compliance with Laws. The Parties shall comply with all federal, state, county, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.
- 16. Sole Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

- 17. Inspection of Books and Records. The Parties shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement or in connection with the Scope of Work to be performed hereunder and shall make such materials available to County and District, or their duly authorized representatives for review and inspection at their respective offices during the contract period and for four (4) years from the date of completion of Work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the County and District and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- 18. *Signatory Warranty*. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party represented.

[End of Agreement. Signatures and Exhibits to Follow]

**IN TESTIMONY HEREOF**, the Parties hereto have caused this Agreement to be executed in duplicate counterparts.

## Fort Bend County Municipal Utility District No. 149

Laura Thompson (May 6, 2025 17:24 CDT)	Date: 05/06/2025
Laura Thompson, President	Date.
Attest:	
Rose Herbst	05/00/0005
Rose Herbst, Secretary	Date: 05/06/2025
Fort Bend County, Texas	
KP George, County Judge	Date:
Attest:	
Laura Richard, County Clerk	
Approved:	
J. Stacy Slawinski, P.E, County Engineer	
Herring Ranch Development II Inc.  FW kidurt      57AD51DD2F7D4BE	Data: 5/5/2025
F.W. (Trey) Reichert, III, Vice President	Date:

# EXHIBIT 1 (Follows Behind)



## Fort Bend County Engineering FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E. County Engineer

May 02, 2024

Mr. Name Company Address Address Email

RE: Millwood at Riverstone Section 2

Dear Mr.:

A Final Street Acceptance Inspection on the above listed subject was made on <u>04/30/2024</u>. Attached, please find the list of deficiencies which should be corrected in <u>120 days</u> (from the date of this letter), or a new inspection may be scheduled after that time.

In addition, the gutters on all streets should be checked and cleaned of dirt, any leaves, etc., where applicable. All expansion joints shall be cleaned out and resealed. All concrete spills shall be removed. All debris shall be cleaned from the right-of-way.

Please email us at <a href="mailto:construction@fortbendcountytx.gov">Construction@fortbendcountytx.gov</a> when these deficiencies have been corrected so a final inspection can be arranged. Before acceptance of streets in to the County Road Maintenance system a permanent benchmark survey marker must be placed within the subdivision boundary according to Section 4.17 (Vertical & Horizontal Control) of the Regulations of Subdivisions. Call Courtney Velasquez at 281-633-7516 to obtain the brass survey marker.

If you should have any questions regarding this punch list or need additional information, we can be contacted at Construction@fortbendcountytx.gov.

Sincerely,

Billy Kovar Construction Inspector Engineer Technician I

BK/mw/bc

Attachment

cc: Commissioner, Pct.

Mr. Developer Mr. Contractor

Mr. City

Mr. Brent McCauley, FBC Road & Bridge

brent.mccauley@fbctx.gov

Mr. Scott Wieghat, FBC Road & Bridge

File

301 Jackson St., Suite 401 | Richmond, TX 77469 Phone 281-633-7500

### **SUBDIVISION** Millwood at Riverstone Section 2 **DATE** 04/30/2024

### **GENERAL NOTES:**

- 1. Clean and reseal expansion, construction, control joints as required. Clean out gutters as required. Remove all debris in streets as required. Surface cracks may be sealed with a TxDOT approved sealed with a super low viscosity epoxy (gravity fed) sealant or approved alternative in accordance with manufacture application procedures. Prior to crack sealing submit to the County for approval of product and method of application.
- 2. Pollution Prevention Plan must be in place protecting all streets and drainage structures.
- 3. DRIVEWAY RETURN: Saw-cut beyond cracked curb, break out and replace.
- 4. BIRD BATH: Light grinding permitted, no more than ½ " deep, 6" from face of curb and within 15' of expansion joint. Repairs may be pavement removal and replacement, light grinding or lifting. Bird Baths moved upstream or down due to repair will also need to be eliminated. The extent of pavement removal will be determined in the field with FBC Engineering staff based on location of bird bath, joints, cracks, inlets, or other items.
- 5. BROKEN CURB: Saw-cut beyond cracks on both ends, break out curb and replace. Replace a minimum full length of curb adjacent to sidewalks that extend from front door walks. Replace expansion joints with 3/4" fiberboard.
- 6. Sidewalks across residential driveways shall be 5 ft. minimum width with a cross slope no greater than ¼ " per foot or 2 %, and adhere to ADA specifications.
- 7. Replace all missing buttons for flush valves and street knuckle locations.
- 8. Clean up all concrete spills within project area.
- 9. Add permanent benchmark survey marker.

### SPECIFIC NOTES RELATED TO THIS SUBDIVISION

#### STREET NAME

#### DESCRIPTION

Miller Ridge Lane at Sotoria Lane	
Sta 4+46 to 7+80 Lot 14, Blk 3	Replace missing street sign blades
Reserve "D"	Remove and replace 190' of laydown curb with 6" curb per
	plan
Sta 3+49	Replace missing ER8-3 sign
Sotoria Lane at Quiet Dawn Lane	
Sta 3+00 Lot 1, Blk 1	Submit revised plans to Development for approval of street
	signage – Signage does not reflect approved plans
Quiet Dawn Lane at LJ Parkway	
Sta 1+50 Side of Lot 1, Blk 1	Remove and replace 1 non-compliant ADA ramp – Slope

## SUBDIVISION Millwood at Riverstone Section 2 DATE 04/30/2024

	+2%
Miller Ridge Lane	
4527 Lot 16, Blk 1	Remove and replace 1 ADA ramp – Cracked / Damaged
4526 Lot 12, Blk 3	Remove and replace 1 ADA ramp – Cracked / Damaged
1020 201 12, 2.110	rtemere and replace tribritainp Gracited r Bainaged
Sotoria Lane	
Side of Lot 6703 Lot 1, Blk 1	Remove and replace 150' of laydown curb with 6" curb per
,	plan
Sta 3+50 Lot 1, Blk 1	Remove and replace 60'x28' pavement area – Subgrade
	failed at inlet
Montcliff Bend lane	
4503 Lot 1, Blk 3	Repair inlet top
4507 Lot 2, Blk 3 Sta 8+21	Bird Bath
Across from 4507 Lot 2, Blk 3 Sta	Bird Bath
8+21	
4515 Lot 4, Blk 3 Sta 9+50	Bird Bath; 1 Sidewalk Panel
Across from 4515 Lot 4, Blk 3 Sta	Bird Bath
9+50	
4518 Lot 11, Blk 2 – 4522 Lot 10, Blk	Remove and replace 28'x50' pavement area – Pavement
2	area failed
4519 Lot 5, Blk 3	Remove and replace 14'x46' pavement area – Spalling
4515 Lot 4, Blk 3 Sta 9+72	Bird Bath
4523 Lot 6, Blk 3 Sta 11+00	Bird Bath; 3 LF broken curb
4531 Lot 8, Blk 3 Sta 11+78	Bird Bath
4526 Lot 9, Blk 2 Sta 11+78 and Sta	Bird Bath (x2)
11+95	Demons and replace 400-440 never enteres. Chall
4543 Lot 11, Blk 3 Sta 13+57	Remove and replace 12'x14' pavement area – Spall Bird Bath
Side of Lot 12, Blk 3 Sta 14+25 LP# 683856	Bird Bath
4606 Lot 4, Blk 2 to 4602 Lot 3, Blk 2	Remove and replace 28'x60' pavement area – Spall /
4000 LOT 4, DIK 2 to 4002 LOT 3, DIK 2	Uncontrolled cracking
Side of Lot 16, Blk 1	2 Sidewalk Panels
4611 Lot 18, Blk 1	6 LF broken curb
4610 Lot 2, Blk 2	3 LF broken curb
4615 Lot 19, Blk 1	6 LF broken curb
4619 Lot 20, Blk 1	6 LF broken curb
4623 Lot 21, Blk 1 Sta 18+47	Bird Bath
Reserve "B" at Mailbox Sta 19+00	Bird Bath; 3 LF broken curb
Sta 15+50 Lot 4, Blk 2	Remove and replace 70'x28' pavement area – Subgrade
, s 10 00 201 ., s 2	failed
Miller Ridge Lane	
4527 Lot 16, Blk 1 Sta 1+42	Remove and replace 28'x66' pavement area – Spall /
	Uncontrolled cracking; 3 LF broken curb; 25 LF broken curb
4523 Lot 15, Blk 1 Sta 2+19	Bird Bath
4519 Lot 14, Blk 1	3 LF broken curb
4518 Lot 13, Blk 3 Sta 3+00 LP#	Bird Bath
683867	

## SUBDIVISION Millwood at Riverstone Section 2 DATE 04/30/2024

4511 Lot 12, Blk 1 Sta 3+33	Bird Bath; 3 LF broken curb (x2)
4507	6 LF broken curb; Repair inlet top
Across from 4507 Lot 11, Blk 1	3 Sidewalk Panels
Across 4503 Lot 14, Blk 3 at Fire	Bird Bath
Hydrant Sta 4+18	
Sotoria Lane	
6730 Lot 14, Blk 3 Sta 7+42	Bird Bath
6726 Lot 15, Blk 3	15 LF broken curb
6723 Lot 6, Blk 1	6 LF broken curb; 12 LF broken curb; Repair inlet top
6722 Lot 16, Blk 3 Sta 6+10 LP#	3 LF broken curb
683865	
6718 Lot 17, Blk 3 Sta 5+55	Bird Bath
6719 Lot 4, Blk 1 Sta 5+55	Bird Bath
6706 Lot 20, Blk 3 Sta 4+45	Bird Bath
6707 Lot 2, Blk 1 Sta 4+25	Bird Bath
Across from 6703 Lot 1, Blk 1 at	12 LF broken curb
Mailbox	
6703 Lot 1, Blk 1	Repair inlet top
Quiet Dawn Lane at LJ Parkway	
Sta 1+50	Bird Bath (x2)
Entire Section	Remove and replace all ADA ramps – truncated domes do
	not meet ADA requirements
	Stop signs should be 36"x36"
	Street sign should reflect FBC Sign Detail
	Please refer to all additional notes below.

### ADDITIONAL NOTE(S):

Documentation needed at the time of punch list inspection request:



## OPINION OF PROBABLE CONSTRUCTION COSTS MILLWOOD SECTION 2 PAVING REPAIRS 12-Nov-24

ITEM NO.	APPROX QTY		DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Site Prep	paration				
1.	1	LS	Mobilization and Bonds	\$4,800.00	\$4,800.00
2.	2	Мо	Traffic Control	\$15,000.00	\$30,000.00
3.	1	EA	Concrete Washout Area	\$2,000.00	\$2,000.00
4.	898	LF	Sod Strip Behind Curb	\$10.00	\$8,980.00
				SUBTOTAL	\$45,780.00
<u>Signage</u>	and Striping	•			
5.	2	EA	Replace Sign Post	\$400.00	\$800.00
6.	3	EA	Replace Sign Blade	\$250.00	\$750.00
7.	5	EA	Blue Buttons	\$6.00	\$30.00
8.	124	LF	Yellow Buttons	\$6.00	\$744.00
9.	28	LF	White Buttons	\$6.00	\$168.00
10 .	2	EA	Repaint 24" Wide Stop Bar	\$1,500.00	\$3,000.00
				SUBTOTAL	\$5,492.00
<u>Drainage</u>	<u>System</u>				
11 .	4	EA	Repair Inlet Top	\$1,250.00	\$5,000.00
				SUBTOTAL	\$5,000.00



## OPINION OF PROBABLE CONSTRUCTION COSTS MILLWOOD SECTION 2 PAVING REPAIRS 12-Nov-24

ITEM NO.	APPROX QTY		DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Paving It	tems				
1.	252	LF	Sawcut Pavement	\$20.00	\$5,040.00
2.	1,042	SY	Remove and Dispose of Concrete Pavement and 6" subgrade	\$50.00	\$52,111.11
3.	1,042	SY	6" Cement Stabilized Sand Subgrade	\$20.00	\$20,844.44
4 .	1,042	SY	6" High Early Strength Reinforced Concrete Pavement	\$100.00	\$104,222.22
5.	898	LF	Remove and Dispose of Existing Curb	\$5.00	\$4,490.00
6.	150	LF	6" Curb	\$7.50	\$1,125.00
7.	748	LF	4" Roll Over (Residential) Curb	\$7.50	\$5,610.00
8.	3	EA	Remove and Replace Wheelchair Ramp	\$3,500.00	\$10,500.00
9.	0	LS	Remove and Replace Wheelchair Ramp Landing Only	\$1,000.00	\$0.00
10 .	400	LF	Superficial Crack Sealing (As Needed)	\$10.00	\$4,000.00
11 .	20	EA	Polyurethane Foam Lifting - Bird Bath Removal (Per Location)	\$2,500.00	\$50,000.00
12 .	200	LF	Diamond Grinding of Pavement (1/2" Max) - Bird Bath Removal	\$25.00	\$5,000.00
				SUBTOTAL	\$262,942.78
				TOTAL Contingency (20%)	\$319,214.78 \$63,842.96 \$383,057.73

## **EXHIBIT 2**

(Follows Behind)



## Fort Bend County Engineering FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E. County Engineer

May 02, 2024

Mr. Name Company Address Address Email

RE: Millwood at Riverstone Section 3

Dear Mr.:

A Final Street Acceptance Inspection on the above listed subject was made on <u>04/30/2024</u>. Attached, please find the list of deficiencies which should be corrected in <u>120 days</u> (from the date of this letter), or a new inspection may be scheduled after that time.

In addition, the gutters on all streets should be checked and cleaned of dirt, any leaves, etc., where applicable. All expansion joints shall be cleaned out and resealed. All concrete spills shall be removed. All debris shall be cleaned from the right-of-way.

Please email us at <a href="mailto:construction@fortbendcountytx.gov">Construction@fortbendcountytx.gov</a> when these deficiencies have been corrected so a final inspection can be arranged. Before acceptance of streets in to the County Road Maintenance system a permanent benchmark survey marker must be placed within the subdivision boundary according to Section 4.17 (Vertical & Horizontal Control) of the Regulations of Subdivisions. Call Courtney Velasquez at 281-633-7516 to obtain the brass survey marker.

If you should have any questions regarding this punch list or need additional information, we can be contacted at Construction@fortbendcountytx.gov.

Sincerely,

Billy Kovar Construction Inspector Engineer Technician I

BK/mw/bc

Attachment

cc: Commissioner, Pct.

Mr. Developer Mr. Contractor

Mr. City

Mr. Brent McCauley, FBC Road & Bridge

brent.mccauley@fbctx.gov

Mr. Scott Wieghat, FBC Road & Bridge

File

301 Jackson St., Suite 401 | Richmond, TX 77469 Phone 281-633-7500

### **SUBDIVISION** Millwood at Riverstone Section 3 **DATE** 04/30/2024

### **GENERAL NOTES:**

- 1. Clean and reseal expansion, construction, control joints as required. Clean out gutters as required. Remove all debris in streets as required. Surface cracks may be sealed with a TxDOT approved sealed with a super low viscosity epoxy (gravity fed) sealant or approved alternative in accordance with manufacture application procedures. Prior to crack sealing submit to the County for approval of product and method of application.
- 2. Pollution Prevention Plan must be in place protecting all streets and drainage structures.
- 3. DRIVEWAY RETURN: Saw-cut beyond cracked curb, break out and replace.
- 4. BIRD BATH: Light grinding permitted, no more than ½ " deep, 6" from face of curb and within 15' of expansion joint. Repairs may be pavement removal and replacement, light grinding or lifting. Bird Baths moved upstream or down due to repair will also need to be eliminated. The extent of pavement removal will be determined in the field with FBC Engineering staff based on location of bird bath, joints, cracks, inlets, or other items.
- 5. BROKEN CURB: Saw-cut beyond cracks on both ends, break out curb and replace. Replace a minimum full length of curb adjacent to sidewalks that extend from front door walks. Replace expansion joints with 3/4" fiberboard.
- 6. Sidewalks across residential driveways shall be 5 ft. minimum width with a cross slope no greater than ¼ " per foot or 2 %, and adhere to ADA specifications.
- 7. Replace all missing buttons for flush valves and street knuckle locations.
- 8. Clean up all concrete spills within project area.
- 9. Add permanent benchmark survey marker.

### SPECIFIC NOTES RELATED TO THIS SUBDIVISION

### STREET NAME

#### DESCRIPTION

Rising Hills Lane at Hickory Branch Lane	
Lot 25, Blk 4	Street sign pole must be 7' and sign blades should be realigned to represent correct streets to meet FBC sign detail
Millstone Canyon Lane at Rising Hills Lane	
Lot 1, Blk 1	Street sign pole must be 7' and sign blades should be realigned to represent correct streets to meet FBC sign detail;  4 Sidewalk Panels
Miller Shadow Lane	

### SUBDIVISION Millwood at Riverstone Section 3 DATE 04/30/2024

6723 at ADA Ramp	4 Sidewalk Panels
6719 Lot 5, Blk 2 at ADA Ramp	5 LF broken curb; <del>2 Sidewalk Panels</del> ; Remove and replace
, ,	1 non-compliant ADA landing – Settled / Trip hazard
6702 Lot 5, Blk 3 at ADA Ramp	Remove and replace 1 non-compliant ADA ramp and
·	landing – Slope +2% / Settled / Trip hazard
Hickory Branch Lane	
4603 Lot 6, Blk 3 at ADA Ramp	2 Sidewalk Panels
Turlock Springs Court	
6622 Lot 1, Blk 4	Verify ADA ramp meets requirements – Submerged under water at time of inspection; Remove and replace 1 non-compliant ADA landing – Settled / Trip hazard
6623 Lot 12, Blk 4	5 LF broken curb (x2)
Tara Creek Court	
6622 Lot 13, Blk 4	Remove and replace 1 non-compliant ADA landing – Settled / Trip hazard
6623 Lot 24, Blk 4	Remove and replace 1 non-compliant ADA ramp – Slope +2%
Montcliff Bend Lane	
Lot 5, Blk 2 Sta 1+42 LP# 689284	Repair inlet top
Across from LP# 689284 Sta 1+42	Repair inlet top
	Troponi mast sop
Miller Shadow Lane	
6718 Lot 1, Blk 3 Sta 14+56 and Sta	Bird Bath; Repair inlet top
15+16	
6711 Lot 3, Blk 2 Sta 13+15	3 LF broken curb; <del>1 Sidewalk Panel</del> ; Repair inlet top
6707 Lot 2, Blk 2	12 LF broken curb
6703 Lot 1, Blk 2 Sta 12+57	Bird Bath; <del>1 Sidewalk Panel</del> ; Repair inlet top
6642 Lot 17, Blk 1 Sta 9+00	Bird Bath
6638 Lot 18, Blk 1	1 Sidewalk Panel
Across from 6634 Lot 19, Blk 1 Sta	Repair inlet top
7+09 6630 Lot 20, Blk 1	12 LF broken curb
6626 Lot 21, Blk 1 Sta 6+28 LP#	Bird Bath
689292	Dird Batti
Across from 6626 Lot 21, Blk 1 Sta	Bird Bath
6+28	
Shade Terrace Lane	
South Bound Side of Lot 13, Blk 1	Bird Bath
Sta 2+70	
South Bound Side of Lots 12 and 13,	
BIK   512 7+50	Bird Bath
Blk 1 Sta 2+50  North Bound Side of Lots 5 and 6	
North Bound Side of Lots 5 and 6,	Bird Bath Bird Bath

## SUBDIVISION Millwood at Riverstone Section 3 DATE 04/30/2024

Rising Hills Lane	
6602 Lot 29, Blk 4	3 LF broken curb
6607 Lot 1, Blk 1	3 Sidewalk Panels; Backfill back of curb
6611 Lot 2, Blk 1	Redo Drive to ADA Specs
6615 Lot 3, Blk 1	12 LF broken curb; Repair inlet top
6614 Lot 26, Blk 4	1 Sidewalk Panel; Repair inlet top
6606 Lot 28, Blk 4	3 LF broken curb; 3 Sidewalk Panels
6614 Lot 26, Blk 4 to 6618 Lot 25,	12 LF broken curb; Remove and replace 28'x90' pavement
Blk 4	area – Spall / Uncontrolled cracking
6623 Lot 5, Blk 1	Redo Drive to ADA Specs
Sta 4+25 Lot 4, Blk 1	Remove and replace 60'x28' pavement area – Subgrade
·	failed at inlet
Hickory Branch Lane	
4507 Lot 7, Blk 1 Sta 5+50	Bird Bath
Across from 4507 Lot 25, Blk 4 Sta	Bird Bath
5+60	
Side of Lots 24 and 25, Blk 4 LP#	6 LF broken curb (x2); Repair inlet top
689270 Sta 6+12	
4511 Lot 8, Blk 1 Sta 6+12	12 LF broken curb; Repair inlet top
4519 Lot 10, Blk 1	Backfill back of curb; 3 LF broken curb
4523 Lot 11, Blk 1	8 LF broken curb
4523 Lot 11 and 4527 Lot 12, Blk 1	Remove and replace 28'x40' pavement area – Spall
Sta 7+74 LP# 689271	
4527 Lot 12, Blk 1 Sta 8+31	Remove and replace 14'x70' pavement area – Spall; Bird
	Bath; 3 LF broken curb; Remove and replace 4'x12' Drive
4000 L + 0 BH 0 + 4007 L + 7 BH 0	Apron
4603 Lot 6, Blk 3 to 4607 Lot 7, Blk 3	Remove and replace 14'x60' pavement area – Spall /
Sta 10+07	Uncontrolled cracking; Bird Bath
4607 Lot 7, Blk 3 Sta 10+62	Remove and replace 28'x60' pavement area – Spall /
Acres from 4527 Let 12 Dily 1 Cte	Uncontrolled cracking; 3 LF broken curb; Repair inlet top
Across from 4527 Lot 12, Blk 1 Sta 7+91	Bird Bath
Sta 7+50 Lot 11, Blk 1	Remove and replace 100'x28' pavement area – Subgrade
Sta 7+30 Lot 11, blk 1	failed
	lalieu
Turlock Springs Court	
6622 Lot 1, Blk 4 Sta 3+35	Bird Bath
6623 Lot 12, Blk 4 Sta 3+35	Bird Bath; 3 LF broken curb; 4 Sidewalk Panels; Repair
0000 Lot 12, Ditt 1 Ota 0 · 00	inlet top (x2)
6622 Lot 1, Blk 4 to 6618 Lot 2, Blk 4	Remove and replace 14'x25' pavement area – Spall /
1011   101	Uncontrolled cracking; Repair inlet top
Tara Creek Court	
6622 Lot 13, Blk 4 Sta 3+24	Remove and replace 6'x18' pavement area – Spall /
,	Uncontrolled cracking; Bird Bath; Repair inlet
6623 Lot 24, Blk 4 Sta 3+24	Bird Bath; Repair inlet top
6619 Lot 23, Blk 4 ta 2+50	Bird Bath; <del>2 Sidewalk Panels</del>
6618 Lot 14, Blk 4 Sta 2+50	Bird Bath; 3 LF broken curb
	1 .,

## SUBDIVISION Millwood at Riverstone Section 3 DATE 04/30/2024

6614 Lot 15, Blk 4 Sta 2+00	Bird Bath
6610 Lot 16, Blk 4	Remove and replace 12'x14' pavement area – Crack within 12" of expansion joint
Sta 3+00 Lot 24, Blk 4	Remove and replace 70'x28' pavement area – Subgrade failed
Entire Section	Street signs should reflect FBC Sign Detail
	Stop signs should be 36"x36"
	Please refer to all additional notes below.

### ADDITIONAL NOTE(S):

Documentation needed at the time of punch list inspection request:



## OPINION OF PROBABLE CONSTRUCTION COSTS MILLWOOD SECTION 3 PAVING REPAIRS 12-Nov-24

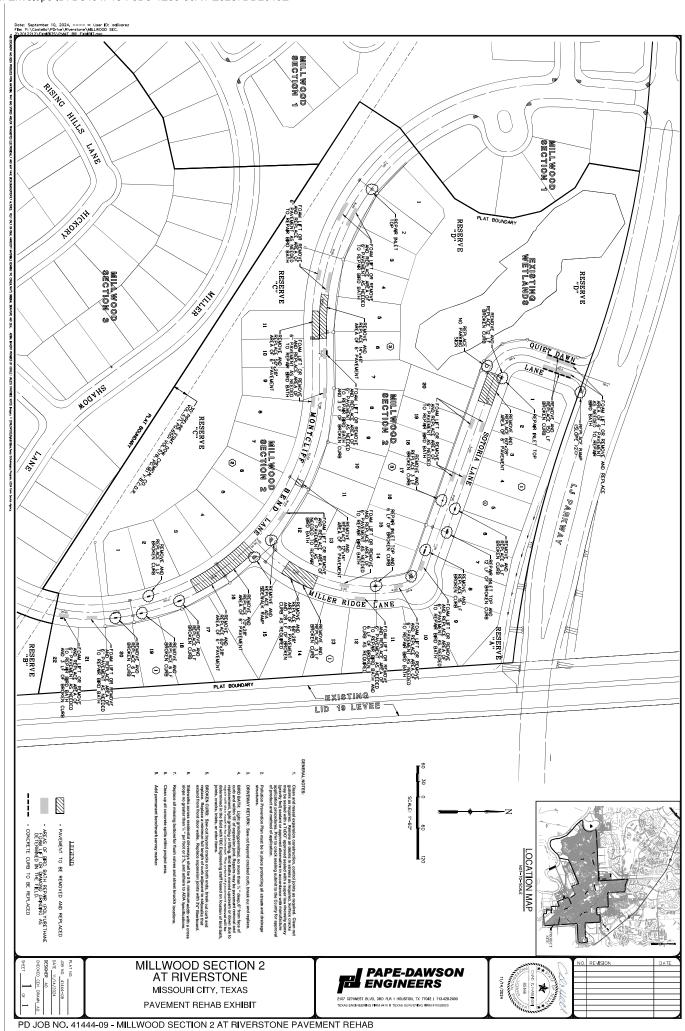
ITEM NO.	APPROX QTY		DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Site Prep	aration				
1.	1	LS	Mobilization and Bonds	\$6,100.00	\$6,100.00
2.	2	Мо	Traffic Control	\$15,000.00	\$30,000.00
3.	1	EA	Concrete Washout Area	\$2,000.00	\$2,000.00
4.	995	LF	Sod Strip Behind Curb	\$10.00	\$9,950.00
				SUBTOTAL	\$48,050.00
Signage :	and Striping				
5.	2	EA	Replace Sign Post	\$400.00	\$800.00
6.	3	EA	Replace Sign Blade	\$250.00	\$750.00
7.	10	EA	Blue Buttons	\$6.00	\$60.00
8.	93	LF	Yellow Buttons	\$6.00	\$558.00
9.	53	LF	White Buttons	\$6.00	\$318.00
10.	5	EA	Repaint 24" Wide Stop Bar	\$1,500.00	\$7,500.00
				SUBTOTAL	\$9,986.00
<u>Drainage</u>	System				
11.	17	EA	Repair Inlet Top	\$1,250.00	\$21,250.00
				SUBTOTAL	\$21,250.00



## OPINION OF PROBABLE CONSTRUCTION COSTS MILLWOOD SECTION 3 PAVING REPAIRS 12-Nov-24

ITEM NO.	APPROX QTY		DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Paving It	<u>ems</u>				
1.	364	LF	Sawcut Pavement	\$20.00	\$7,280.00
2.	1,489	SY	Remove and Dispose of Concrete Pavement and 6" subgrade	\$50.00	\$74,433.33
3.	1,489	SY	6" Cement Stabilized Sand Subgrade	\$20.00	\$29,773.33
4 .	1,489	SY	6" High Early Strength Reinforced Concrete Pavement	\$100.00	\$148,866.67
5.	995	LF	Remove and Dispose of Existing Curb	\$5.00	\$4,975.00
6.	0	LF	6" Curb	\$7.50	\$0.00
7.	995	LF	4" Roll Over (Residential) Curb	\$7.50	\$7,462.50
8.	2	EA	Remove and Replace Wheelchair Ramp	\$3,500.00	\$7,000.00
9.	3	LS	Remove and Replace Wheelchair Ramp Landing Only	\$1,000.00	\$3,000.00
10 .	400	LF	Superficial Crack Sealing (As Needed)	\$10.00	\$4,000.00
11 .	15	EA	Polyurethane Foam Lifting - Bird Bath Removal (Per Location)	\$2,500.00	\$37,500.00
12.	150	LF	Diamond Grinding of Pavement (1/2" Max) - Bird Bath Removal	\$25.00	\$3,750.00
			. Constan	SUBTOTAL	\$328,040.83
				TOTAL Contingency (20%)	\$407,326.83 \$81,465.37 \$488,792.20

# EXHIBIT 3 (Follows Behind)



MILLWOOD SECTION 3 AT RIVERSTONE PAPE-DAWSON ENGINEERS MISSOURI CITY, TEXAS 85466 PAVEMENT REHAB EXHIBIT PD JOB NO. 41444-10 - MILLWOOD SECTION 3 AT RIVERSTONE PAVEMENT REHAB

Docusign Envelope ID: D8404F18-F0D8-4E09-99A1-E0287DD2646E DISCLAIMER: The use kind is mad of this sta ngineering Practice Act". No warranty of any assumes no responsibility for the conversion ts or damages resulting from its use. ROAD WORK R1-2 42" × 42 " × . Devices at 20' spacing on the Devices at 20' spacing on the Warning Sign Sequence in Opposite Direction Same as Below 2-LANE ROADWAY WITHOUT PAVED SHOULDERS R1-2aP 48" × 36" (See note 9) TO ONCOMING TRAFFIC (Less than 2000 ADT - See Note 9) ONE LANE TWO-WAY **₽** ♦ TCP (2-2a) ♦ 30′ Min. ŀ G20-2 48" X 24" Temporary Yield Line (See Note 2)▶ END ROAD WORK ONCOMING TRAFFIC ONE LANE ROAD AHEAD W3-2 48" × 48" CW20-1D 48" x 48" (Flags-See note 1) CW20-4D 48" × 48" R1-2 42" x 42 " x 42" R1-2aP 48" × 36" (See note Devices at 20' spacing on the Taper Except in emergencies, flagger stations shall be illuminated at night Shadow Vehicle
with TMA and
high intensity
rotating,
floshing,
oscillating or
strobe lights.
(See notes 6 & ...) CW20-7 Except in emergencies, flagger stations shall be illuminated at night 2-LANE ROADWAY WITHOUT PAVED SHOULDERS PREPARED TO STOP CW20-4 48" × 48" CONTROL WITH FLAGGERS ONE LANE TWO-WAY TCP (2-2b) Min. Work Sp Noo" Approx.
Devices at
20" spacing W PREPARED ONE LANE ROAD XXX FT AHEAD  $\mathbb{Z}$ CW20-1D 48" x 48" (Flags-See note 1) CW3-4 48" X 48" (See note 2) CW16-2P 24" X 18" CW20-4 48" × 48" CW20-7 48" × 48" ROAD WORK CW20-1D 48" x 48" (Flags-See note 1) ROAD WORK AHEAD 1. Flogs distanced to signs where shown, are REQUIRED,
2. All traffic control devices illustrated are REQUIRED,
and the printed when stated elsewhere in the plans, or for routine maintenance work, when approved
by the Engineer
the Engineer is sign, but proper sign apoing shall be maintained.
The CMS-4 "BE PREPARED TO STOP" sign may be installed after the CM20-4 "ONE LANE
RADA XXX FIT sign, but proper sign apoing shall be maintained.
A Floggers should use throway radios or other methods of communication to control traffic.
A Floggers should use have may radios or other methods of communication to control which is the control of crew exposure without observed y affecting the performance or quotient of the control of crew exposure without observed y affecting the performance or quotient of the control of the In Channel Izing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.

It if the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above). The property of the control traffic, flags should be limited to emergency situations. (CP (2-2b) TCP (2-2a) The RI-2 "YELD" sign traffic control may be used an projects with approaches that have adequate distance. For projects in urban areas, work space should be no longer than one half of ity block. In rural press, roadways with less than 2000 ADT, work space should be no longer than 400 feet. The RI-20\* "YELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height. \* MOBILE 60 NS ngths have been rounded off.
of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH) 12/20/2024 Taper Lengths Trailer Mounted Flashing Arrow Board Heavy Work Vehicle Type 3 Barricade Channelizing tcp2-2-18. dgn 8-95 3-03 1-97 2-12 4-98 2-18 Texas Department of Transportation **₩** 8 TRAFFIC CONTROL PLAN TERM STATIONARY ONE-LANE TWO-WAY TRAFFIC CONTROL December 1985 Traffic Flow Portable Changeable Message Sign (PCMS) ruck Mounted ttenuator (TMA) TCP (2-2) -18 nelizing Devices CONT SECT Suggested Longitudina Buffer Spac LONG TERM STATIONARY

J:\1704\1601\Fort Bend County Standards\Fort Bend County STD\FBC GENERAL NOTES\FORT BEND CO GENERAL NOTES.dwg

# CONSTRUCTION

- FORT BEND COUNTY MUST BE INVITED TO THE PRE-CONSTRUCTION MEETING.
- CONTRACTOR SHALL NOTIFY FORT BEND COUNTY ENGINEERING DEPARTMENT 48 HOURS PRIDE TO COMMENDING CONSTRUCTION AND 48 HOUR NOTICE TO ANY CONSTRUCTION ACTIVITY WITHIN THE LIMITS OF THE PAYING AT CONSTRUCTION@FBCTX.GOV.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FROM FORT BEND COUNTY PRIOR TO COMMENCING CONSTRUCTION OF ANY IMPROVEMENTS WITHIN COUNTY ROAD RIGHT OF MAYS.
- ALL PANNG IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FORT BEND COUNTY "RULES, REGULATIONS AND REQUIREMENTS' RELATING TO THE APPROVAL AND CEPTANCE OF IMPROVEMENTS IN SUBDIMISIONS AS CURRENILY AMENDED.
- ALL ROAD WIDTHS, CURB RADII AND CURB ALKINMENT SHOWN INDICATES BACK OF CURB.
- A CONTINUOUS LONGITUDINAL REINFORCING BAR SHALL BE USED IN THE CURBS.
- ALL CONGRETE PAVEMENT SHALL BE 5½ SACK CEMENT WITH A MINIMUM COMPRESSIVE STREWGTH OF 3500 PSI AT 28 DAYS, TRANSVERSE EXPANSION LOWITS SHALL BE INSTALLED AT EACH CURB RETURN AND AT A MAXIMUM SPACING OF 60 FEET.
- ALL WEATHER ACCESS TO ALL EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.

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- $4"\times12"$  RENFORCED CONCRETE CURB SHALL BE PLACED IN FRONT OF SINGLE FAMILY LOTS ONLY, ALL OTHER AREAS SHALL BE 6" REINFORCED CONCRETE CURB.
- CURB HEADERS ARE REQUIRED AT CURB CONNECTIONS TO HANDICAP RAMPS, WITH NO CONSTRUCTION JOINT WITHIN 5' OF RAMPS.

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- QUDELNES ARE SET FORTH IN THE TEXAS "MANUAL ON UNIFORM TRAFFIC CONTROL DEMCES", AS CURRENTLY AMENDED, SHALL BE DISSERVED, THE CONTRACTOR SHALL BE RESSONIBLE FOR PROMINIO ADDIANTE I FALSHED SIGNING, STRIPING AND MARNING DENCES, ETC., DURING CONSTRUCTION BOTH DAY AND MORT.
- ALL RI—I STOP SIGNS SHALL BE A MINIMUM OF 36"X36" MTH DIAMOND GRADE SHEETING PER TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

12.

- 13. STREET NAME SIGNACE SHALL BE ON A 9" HIGH SIGN FLAT BLADE WARFLEETING GREEN BACKGROUND STREET NAMES SHALL BE UPPER AND LOWERCASE LETTERNO MITH UPPERCASE LETTERS OF 6" MINIMUM AND LOWERCASE LETTERS OF 4.5" MINIMUM LETTERS SHALL BE REFLECTIVE WHITE. STREET NAME SIGNS SHALL BE MONTHED ON STOP SIGN POST.
- A BILLE DOUBLE REELECTORRED BUTTON SHALL BE PLACED AT ALL FRE HYDRANT LOCATIONS, THE BUTTON SHALL BE PLACED 12 NICHES OFF OF THE CENTERLINE OF THE STREET ON THE SAME SIDE AS THE HYDRANT.

4.

- 16. 5 THE PROJECT AND ALL PARTS THEREOF SHALL BE SUBJECT TO INSPECTION FROM THE TO THE BY INSPECTIONS THE CONTRACTOR OF ANY OF ITS OBLIGATIONS SHALL RELEASE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS HEREINGER AND THE DISSOURCE AND THE DISSOURCE AND THE PROPERTY OF THE CONTRACTOR OF ANY OF THE MORK AS NOT IN ACCORDANCE WITH THE DRAWNESS AND SECTIFACTIONS OF ORDITIONS OF THE SECTION OF THE SECTIFACTIONS OF THIS PROJECT SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE OF SUCH WORK ON TO RELEASE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS EEDITIONS.
- STABILIZED SUBGRADE: DETERMINE THE THICKNESS OF THE STABILIZED SUBGRADE DEPTH IS GREATER THANK AND PROPOSED THICKNESS BY 20% OR MORE. THE CHI LAB MUST PROVIDE VERHICATION THE PREPOSED THICKNESS BY 20% OR MORE. THE CHI LAB MUST PROVIDE VERHICATION THE PREPOSED THICKNESS BY 20% OR MORE. THE CHI LAB MUST PROVIDE VERHICATION THE PREPOSENTIACE OF MATERIAL BRING USED TO STABILIZE THE SUBGRADE MEETS OR EXCEEDS PROJECT REQUIREMENTS. TEST RESULTS REQUIRED.

NOTE: FORT BEND COUNTY NOTES SUPERSEDE ANY CONFLICTING NOTES

12/20/2024

DEPARTMENT COUNTY

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		Teball :
TINI SAB NINBAU		FBCED
:XB 0,XC	SHEET DESCRIPTION:	
INI	CONSTRUCTION GENERAL NOTES	20
SCALE:		
NONE		SHEET NO:
DATE	APPROVED BY:	
2-1-22		\

19.

<u>,</u> 17. 15

- THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SECURITY TO PROTECT THE PROJECT SITE, CONTRACTOR PROPERTY, EQUIPMENT, AND WORK. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STREETS OF CONSTRUCTION DIRT DEBRIS AT CLOSE OF EACH WORK DAY.
- THE CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING UPON COMPLETION OF THE JOB SHALL WORK.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR, ALONG WITH CONCURRENCE FROM THE FIELD ENGINEER, SHALL DETERMINE HIS/HER LAY-DOWN AND/OR STAGING AREA LOCATIONS.
- THE CONTRACTOR SHALL NOTFY ALL PROPERTY OWNERS A MINIMUM OF 24 HOURS PRIOR BLOCKING DRIVEWAYS OR ENTERING UTILITY EASEMENTS.
- TRAFFIC INGRESS AND EGRESS FOR DRIVEWAYS AND PEDESTRIAN ACCESS FACILITIES SHALL MAINTAINED THROUGHOUT CONSTRUCTION WITH ALL WEATHER SURFACES. . E
- THE CONTANCTOR SHALL REMOVE ANY FENCES, POSTS, MALBOXES, PLANTERS, REMANENT TRASH CONTANERS, CLUVERTS, ETC. OR SECTIONS THEREOF, THAT ENCORDACH WITHIN THE COUNTY'S RIGHT-OT-WAY. NOTE: PRIOR TO CONSTRUCTION, THE PROPERTY OWNER WAS PAID OR REPLACE THESE ITEMS OUTSIDE OF THE COUNTY'S RIGHT-OT-WAY. WAS PAID FIND OD SO, THE COUNTACTOR WILL REPLACE RIGHT WITH THE FINE OWNER HAS FALLED TO DO SO, THE COUNTACTOR WILL REPLACE THEM WITH THE MINIMIN LEYEL OF CIVALITY METERS TO SECURE THE PROPERTY AND/OR MANTAN MAL DELIVERY, IN THAT CASE, PARMENT FOR THESE INSTALLATIONS WILL BE INCLUDED AS EXTRA WORK ITEMS OR AS OVERRUNS TO EXISTING PAY ITEMS.

ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS LOCATED OUTSIDE OF THE COUNTRY'S GIGHT-OF-MAY. SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.

TREES, BUSHES, SHRUBBERY AND OTHER DAMAGED PLANTINGS DESIGNATED TO REMAIN SHALL BE REPLACED WITHIN 72 HOURS OF REMOVAL AND ARE TO BE THOROUGHLY WATERED-IN. NO SEPARATE PAY. ASO, IF THESE TITMS ARE LOCATED WITHIN THE PROJECT RICHT—OF—WAY AND ARE DESIGNATED TO REMAIN, ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH TIEMS. SHALL BE REPLACED WITH LIKE—AIND OR BETTER AT THE CONTRACTOR'S EXPENSE.

- PAVED SURFACES, PAVEMENT MARKERS AND MARKINGS SHALL BE PROTECTED FROM DAMAGE BY TRACKED EQUIPMENT.
- CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. TWO COPIES OF STAKING NOTES TO BE PROVIDED TO THE ENGINEER PRIOR TO CONSTRUCTION. IRON RODS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE ORIGINAL PROPERTY OWNER AT NO SEPARATE PAY.

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- . OR THE COUNTY'S SURVEYOR SHALL PROVIDE A BENCHMARK OR TEMPORARY AND SURVEY CONTROLS.
- THE CONTRACTOR SHALL MAINTAIN UPDATED RED-LINED RECORD DRAWINGS ON SITE FOR INSPECTION BY THE ENGINEER.

13. 12. = 10.

- MOWING, MAINTENANCE, AND CLEAN—UP OF THE PROJECT SHALL MEET THE REQUIREMENT OF SPECKFEATION TEM 560 (NO SEPARATE PAY). MOWING, MAINTENANCE, AND CLEAN—UP IS REQUIRED FOR THE PROJECT LIMITS AND DUBATION, REGARDLESS OF THE CONTRACTOR'S SCOPE OF ACTIVITIES WITHIN THE PROJECT LIMITS.
- THE REMOVAL OF ANY ABANDONED UTILITIES REQUIRED TO COMPLETE THE WORK SHALL INCIDENTAL AND NO SEPARATE PAYMENT SHALL BE MADE. . Æ
- 6 IT IS THE CONTRACTION'S RESPONSIBILITY TO STOCKPILE NECESSARY MATERIAL ON-STITE OR AT A SECURED DETENT COUNTY.
  AT A SECURED DETENTIE LOCATION AT 10A DODILITONAL EXPENSES TO FORE BEND COUNTY.
  ANY SULFIABLE EXCANATION METERAL ON THE PROJECT WHICH IS ANALIGALE AT THE THE OF NEED;
  WHICHER FROM STORM SEMER, ROADWAY, AND/OR CHANNEL EXCANATION, SHALL BE USED BEFORE BORROW IS BROUGHT ON-STIE.
- MANHOLES, JUNCTION BOXES, INLETS, AND RISERS ARE TO BE PRE-CAST OR CAST IN PLACE
- THE FOLLOWING DETAILS ARE MINIMUM REQUIREMENTS AND MAY BE SUPERSEDED BY GOTECHNIOM. ENGNEER RECOMMENDATIONS OR MORE STRINGENT REQUIREMENTS FROM THE CITY'S ETJ. PROJECT IS WITHIN.
- POP UP DRAINS ARE NOT ALLOWED IN FORT BEND COUNTY RIGHT OF

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- ALL ITEMS RELATING TO THE CONSTRUCTION OF TRAFFIC SIGNAL INSTALLATIONS, EXCEPT FOR PUNCHLIST ITEMS, SHALL BE COMPLETED PROP TO THE ACTIVATION OF THE SIGNAL SYSTEM(S), UNLESS OTHERWISE REQUIRED BY THE CONTRACT.
- 2. THE CONTRACTOR SMALL MEET WITH THE FORT BEND COUNTY TRAFFIC SCHAM, MANIFELMICE GROUPS THE DISTRICTOR, HER WITH REFERRED TO AS THE TRAFFIC MEETING SMALL ORTHON TO THE DISTRICTOR. THE CONTRACTOR SMALL ORTHON THE DISTRICTOR SMALL ORTHON WEREAL CONVENIENCE FROM THE TRAFFIC MEETING THAT ADDICANTE PREDARATIONS ARE IN PLACE TO SCHEDULE PROCRESS AND ADEQUATE PREPARATIONS ARE NOT CONFELTE, THE PRETUNEN ON MALK—THROUGH MSPECTION MEETING. IN IN THE OPPONING OF THE FRAFFIC MSPECTOR, RECURRED PROCRESS AND ADEQUATE PREPARATIONS ARE NOT CONFELTE, THE PRETUNEN ON MALK—THROUGH MSPECTION MEETING MILL BE POSITIONED TO SCHEDULE AFTER THE CONTRACTOR HAS COMPLETED ALL NOOMPLETE TENS AND PREPARATIONS, THE CONTRACTOR SMALL REQUEST THE TRAFFIC MSPECTOR REVIEW AND APPROVE TENS PROVIDEST DISTRICTOR MICH STAFFIC MSPECTOR REVIEW AND APPROVE TENS PROVIDEST DISTRICTOR MICH STAFFIC MSPECTOR REVIEW AND APPROVE TENS PROVIDEST DISTRICTOR MICH STAFFIC MSPECTOR SMALL REQUEST THE TRAFFIC MSPECTOR REVIEW AND APPROVE TENS PROVIDEST DISTRICTOR MICH SMALL RECONSTRUCTOR MICH SMALL RECONSTRUCTOR
- 3. PRIDR TO ACTIVATION A NEW TRAFFIC SIXMAL. THE CONTRACTOR SHALL REQUEST A PRE-TURN ON WAIX—THROUGH NEPECTION METERS IN ACCORDANCE WITH IELD 2. THE PURPOSE OF THE METERS WHILL BE TO ESTABLISH THAT THE TRAFFIC SIXMAL SYSTEM HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND ME ACCORDANCE WITH THE CONTRACT, AND ME AWARDS THAT DOES NOT AVERSELY MARKET PRUBLIC SAFETY MILL BE INDENTIFIED FOR CORRECTION PROR TO ESTABLISHING THE TURN ON" DATE FOR THE TRAFFIC SHALL SAFETY MARKET FOR THE TRAFFIC SHALL SAFETY MENDED FOR THE THAFFIC SHALL SAFETY MENDED FOR THE TRAFFIC SHALL SAFETY MENDED FOR THE THAFFIC SHALL SAFETY SHALL SAFETY SHALL SAFETY SHALL SAFETY DEPENDENCY OF THE MENDER OF THE THAFFIC SHALL SAFETY SAFE DATE
- THE CONTRACTOR SHALL HAVE 10 DAYS FROM THE DATE THE TRAFFIC SIGNAL SYSTEM IS TURNED ON TO COMPLETE ANY DWOCHLIST ITEMS DENTIFIED AT THE PRET-TURN ON," WALK-THROUGH METING OR AT THE TIME THE SIGNAL SYSTEM IS ACTIVATED THAT ARE NOT OTHERWISE ADDRESSED PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL SYSTEM.
- HE CONTRACTOR'S ATENIEN IS DESCRED TO SEMANAND SPECEFACION TIEM 1000. TRAFTE SEMAL NISTALATION AND MODEFACION, WHICH MCULUSS PROCEDURES AND REQUIREMENTS RECARDING ACTIVATION OF TRAFTE SIGNAL CONTROL SYSTEMS. THE PROJECT MANUAL MAYER SECULUS SECUL
- SIGNAL ALTERATIONS MUST BE APPROVED AND COORDINATED THROUGH FBC ENGINEERING AND  $\sigma$  BRIDGE.

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THE CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART IN OF THE MOST RECENT EDITION OF THE MANUAL LINUISTERM TRAFFIC CONTROL DEVICES AND THE APPROVED TRAFFIC CONTROL PLAN

- LAME CLOSURES SHALL BE DIVENG OFF-PEAK HOURS ONLY (MONDAY THROUGH FRIDAY 9 A.M. TO 4 P.M.) UNIFORMED PEACE OFFICERS OR FLAGGERS IN RADIO CONTACT ARE REQUIRED TO DIRECT TRAFFIC DURING LANE CLOSURES.
- DETOURS REQUIRE PROPA APPROVAL OF THE FIELD ENGINEER AND PRECINCT. DETOUR PLANS, IF ALLOWED, MUST INCLUDE APPROPAIRED ENGINE GENAGE, FUNDEL NOTICE VA. SIGNAGE. TWO WEERS IN ADVANCE STATING THE DATES OF THE ARRED UPON DATE OF CLOSURE AND DATE IN ADVANCE STATING THE DATES OF THE ARRED UPON DATE OF PROPAIRE THE DESCRIPTION TO TRAFFE. CONTRACTION TO SEE WITH PROPA APPROPA APP

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- ONE DAY PAGOR TO THE IMPLEMENTATION OF A TRAFFIC CONTROL PLAN PHASE OR STEP.

  OR THE IMPLEMENTATION OF AN ADDITIONAL PHASE NEW TRAFFIC CONTROL

  ELEMENT, THE CONTRACTOR SHALL MEET WITH THE ENGINEER TO GIVE A DETAILED

  DESCRIPTION OF THE CONTRACTOR'S PLAN AND PREPARATIONS, THE CONTRACTOR

  SHALL OBTAIN WENTEN CONCURRENCE FROM THE ENGINEER THAT ADEQUATE PROCECT

  PROCRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE

  PROOR TO SWITCHING TRAFFIC. IF, IN THE OPHIND OF THE ENGINEER, REQUIRED

  PROCRESS AND ADDITIONAL STEPP, OR ELEMENT OF TRAFFIC CONTROL. ONLY

  MILLINOT BE: GRANTED FOR DELAYS CAUSED BY THE INCOMPLETE CONSTROLLOW ITEMS

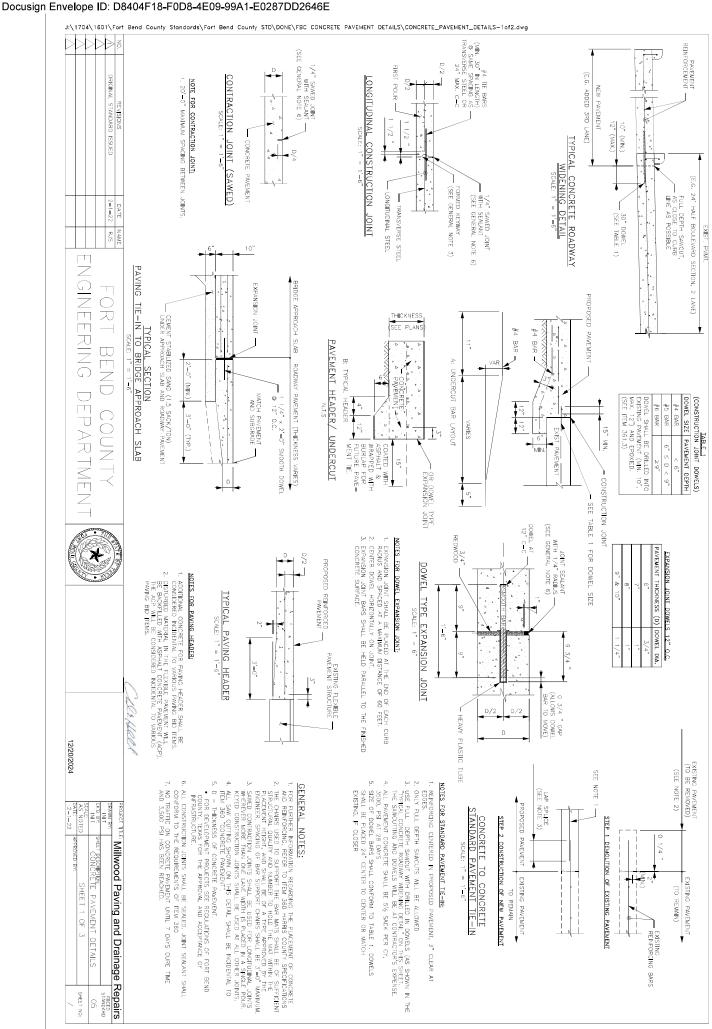
  WILLING BE: GRANTED FOR DELAYS CAUSED BY THE INCOMPLETE CONSTROLLOW ITEMS

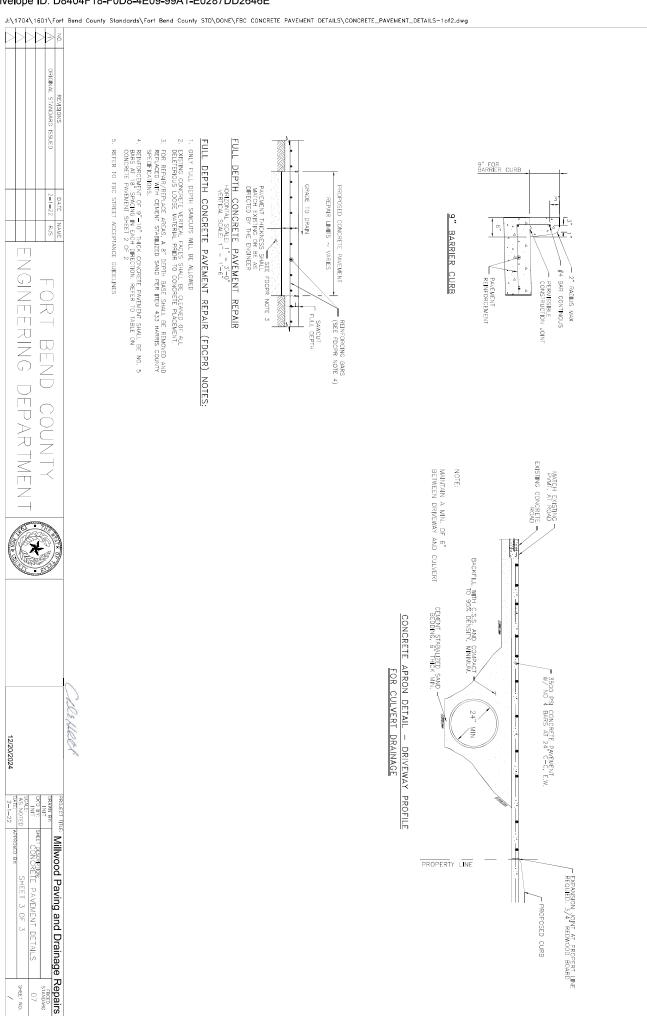
  WILLING BE: GRANTED FOR DELAYS CAUSED BY THE NOCAMPLET CONSTRUCTION OF THE
- TRAFFIC CONTROL PER THE CONTROL'IS REQUIRED FOR THE ENTIRE DURANTON OF THE PROLECT, INCLUDING THE PUNCHLIST PERIOD. PAYMENT FOR TRAFFIC CONTROL THAT IS PROPERLY INSTALLED FOR LESS THAN A FULL MONTH SHALL BE BASED ON A PERCENIAGE BASIS OF THE TIME INSTALLED. TRAFFIC CONTROL PAYMENTS TO THE CONTROL PAYMENTS THE ASSISTANTIAL CONDECTION, ALTHOUGH PROPER TRAFFIC CONTROL MUST BE MAINTAINED UNTIL PUNCHLIST COMPLETION.
- THE PURPOSE OF THE CONSTRUCTION SEQUENCE AND TRAFFIC HANDLING DUTLIED HERIN IS TO DOCUMENT A MAINER OF THAT CAME OF UTILIZED OF CONSTRUCT THE PROJECT. IT IS TO DOCUMENT A MAINER OF THAT CAME OF UTILIZED BUT ITEMS, AND IS TO BE UITLIZED AND INCLUMENTS OF THAT CAME INCRECED BY THE PURPOSES TO USE A DIFFERENT TOP HE SURNER.

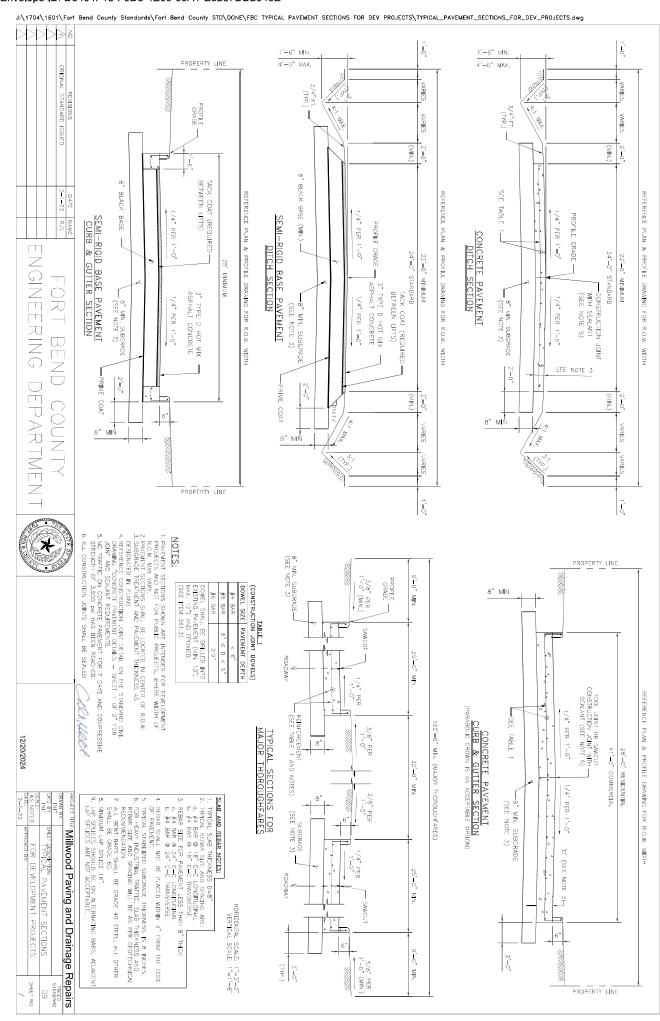
  IF THE CONTRACTOR COMOSES TO USE A DIFFERENT TOP HE SHELL PERPARE AND SUBMIT THE ATTENANTS OF TO THE COUNTRY FOR APPOSEMUM OF LESS THAN TO WORKING DAYS PRIOR TO THE PROPOSED MAPLICABILITION DATE. THE TOP SHALL BE DRAWN TO SOLAR AND SUNDE & SELECT BY A POPOSESD MAPPIESSOMA IN CONTRACT TO REQUEST TO THE PARTIC BY THE STATE OF TEXAS UPON APPROVAL BY FORT SEND COUNTRY. THE ATTENATIVE PLAN SHALL BECOME THE BOSSES FOR A "CHANGE OF CONTRACT" TO REQUEST THE TRAFFIC CONTROL BID TERMS ACCORDINGLY AND SECOME PART OF THE CONTRACT DOCUMENTS.
- TEMPORARY PAVEMENT MARKINGS ON PERMANENT PAVEMENT SHOULD BE RPMS OR
- TRAFFIC PATTERN CHANGES REDUIRE CHANGEABLE MESSAGE BOARDS PLACED AT LEAST WEEKS IN ADVANCE OF PROPOSED CHANGE. QUANTITY, PLACEMENT AND WORDING TIBD FBC.

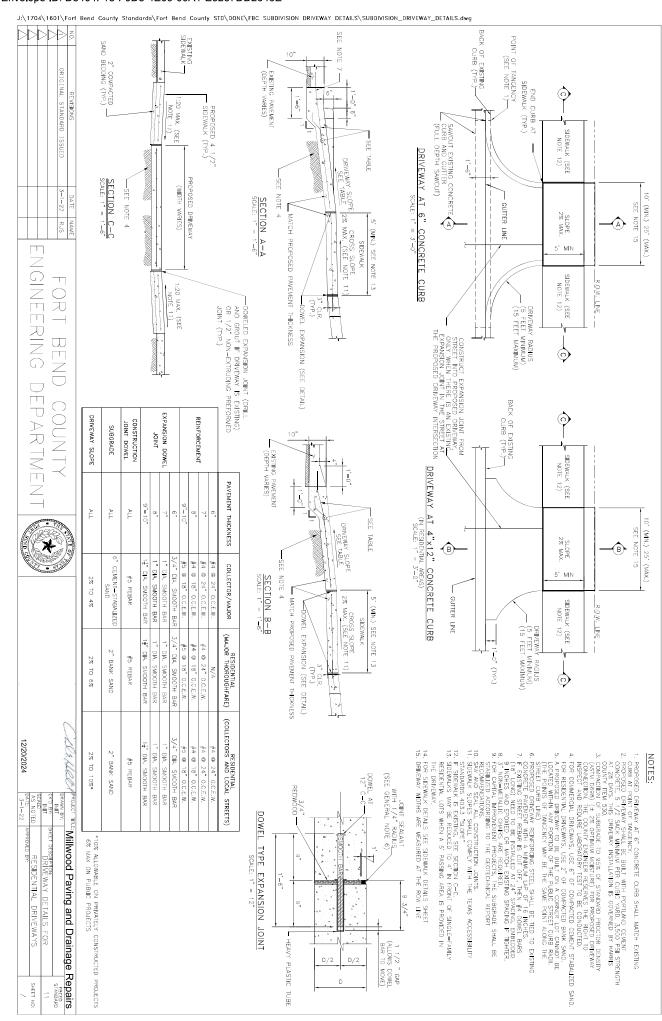
Millwood Paving and Drainage Repairs NOTES SUBDIVISION SHEET NO:

DEPARIMEN COUNTY









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DEPARTMENT COUNTY

Install a curb ramp or blended transition at each pedestrian street crossing.

GENERAL

- . All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust ourb ramp length or grade of approach sidewalks as directed.
- 3. Maximum allowable cross slope on sidewalk and ourb ramp surfaces is 2%.
- The minimum sidewolk width is 5'. Where the sidewolk is adjacent to the back of arba a 6' sidewolk width is desirable. Where the sidewolk width is desirable. Where a 5' sidewolk karmot be provided due to site constraints, sidewolk width may be reduced to 4' for snort distances.

  5' X 5' passing areas at intervals not to exceed 200' de required.
- Turning Spaces shall be  $5^{\prime} \times 5^{\prime}$  minimum. Cross slope shall be maximum 2%.
- Clear space at the bottom of curb ramps shall be a minimum of  $4^{\prime} \times 4^{\prime}$  wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
- 7. Provide flored sides where the pedestrion circulation path crosses the curb ramp. Flored sides shall be sloped at 10% raximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk coross the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
- additional information on ourb ramp location, destign, light reflective value and texture may be found in the latest drief of the Proposed Guidelines for peasestian facilities in the Public Right of May (PMOMAC) as published by the CS. Architectural and Fransportation barriers compliance barroid Access Social).
- To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of ourbs. Medians should be designed to provide accessible possage over or through them. Small channelization islands, which do not provide a minimum  $5^{\prime}x$   $5^{\prime}$  landing at the top of curb ramps, shall be cut through level with the surface of the street.
- Crosswolk dimensions, crosswolk markings and stop bar locations shall be as stown
  it cleawhere in the plans. At intersections where crosswolks are knownings are not required,
  curb rams shall align with theoretical crosswolks unless otherwise directed.
- Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps. Curb ramps and landings shall be constructed and paid for in accordance with litem 531  $^{\circ}$  Sidewalks".
- Place concrete at a minimum depth of 5" for ramps, flares and landings, otherwise directed.
- Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
- 16. Provide a smooth transition where the curb ramps connect to the street
- 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.
- Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

# DETECTABLE WARNING MATERIAL

NO. 3 REBAR AT 18" (MAX) ON-CENTER— BOTH WAYS OR AS DIRECTED

OF DETECTABLE WARNING

CLASS A CONCRETE - SHAL CONFORM TO APPLICABLE SPECIFICATIONS

- 9. Out trains must contain a detectually working surface that consists of roled truncated dates comblying with PRPMIC. In the surface must contrast visually with adjoining surfaces, including side flores. Furnish and install an approved cast-in-place date, brown or dark red detectable working surfaces material adjocent to uncolored concrete, unless specified elsewhere in the plans.
- 20. Detectable Marning Materials must meet TADOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
- 21. Detectable warning surfaces must be firm, stable and slip resistant.
- 23. 22. Detectable warning surfaces stell be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the ourb ramp or landing where the pecestrian access route enters the street.
- Detectable worning surfaces shall be located so that the edge rearest the ourbline is at the book of curb and neither end of that edge is greater than 5 feet from the book of curb. Detectable worning surfaces may be curved along the corner radius.
- 24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each ourb ramp type.

- 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.
- Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

### SIDEWALKS

- Provice clear ground space at operable parts, including peakstrian push buttons. Decrable parts shall be placed within unabstructed reach range specified in PROWAG section R406.
- Place traffic signal or illumination poles, ground boxes, controller boxes, signs, arrainage facilities and other items so as not to abstruct the pedestrian access route or clear ground space.

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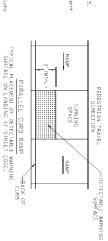
- 29. Street grades and cross slopes shall be as shown elsewhere in the plans.
- 30. Changes in level greater than 1/4 inch are not permitted.

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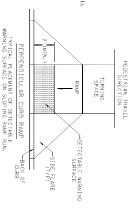
- The least possible grade should be used to makinize accessibility. The running slape of slewalts and crosswalts within the public right of way may follow the grade of the parallel raceway. Where a continuous grade greater than five became 16%, must be provided, haydralls may be desirable to improve accessibility. Handralls may be desirable to improve accessibility. Handralls not also be needed to protect peeds than 5 from patentially hazardous conditions. If provided, handrals
- Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
- Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and poid for in accordance with Item. "Sidewalks".

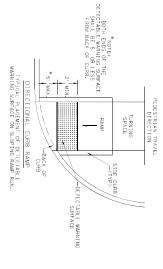
33. 32.

34. Sidewalk details are shown elsewhere in the plans



DETECTABLE WARNING SURFACE DETAILS





DETECTABLE WARNING PAVER PREFABRICATED DETECTABLE WITH TRUNCATED DOMES WARNING PANEL

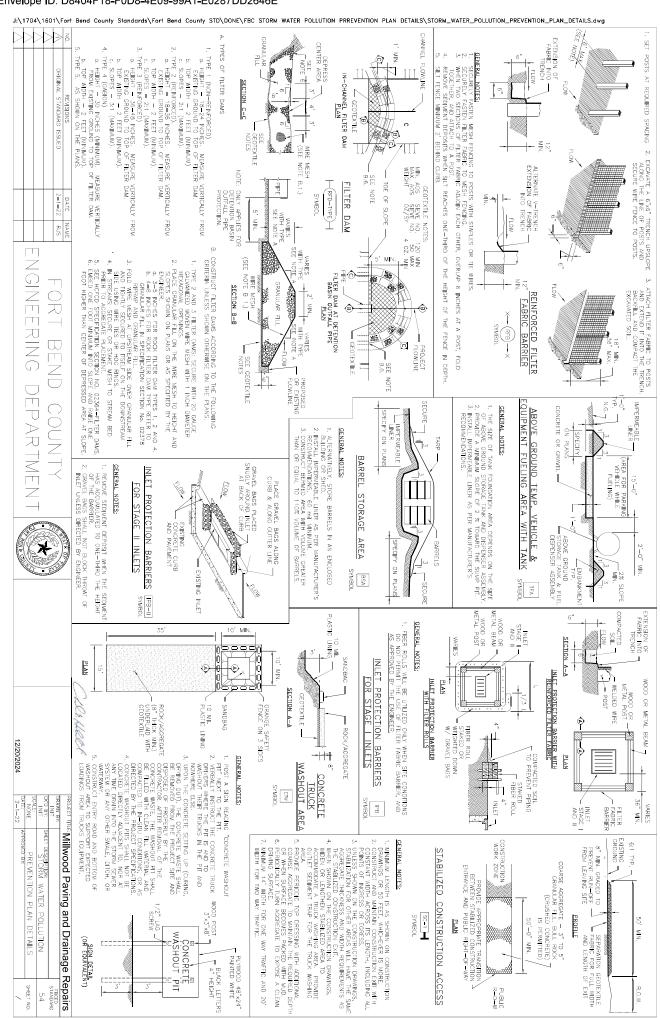


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	PROJECT TITE	PROJECT TILE: Millwood Paving and Drainage Repairs	Repairs
	DRAWN BY:		FBCED
		SHEET DESCRIPTION: PED-18 RAMP DETAILS	15
	SCALE: 1" = 1'	SHEET 2 OF 4	SHEET NO:
12/20/2024	DATE: 2-1-22	APPROVED BY:	_

SHEET NO: 47

SHEET NO:



## EXHIBIT 4 (Follows Behind)

**APPENDIX** 

Regulations of Subdivisions Appendix

#### APPENDIX X - STREET ACCEPTANCE GUIDELINES

This guidance document is prepared for use by Fort Bend County (FBC) staff, Developers, Engineers, and Contractors to provide understanding and clarity of County pavement requirements for acceptance of public roadways into County Maintenance. The General Acceptance Procedures can be found in the FBC Regulations of Subdivisions, Section 6 – Acceptance of Improvements within Subdivisions. This document provides guidance in determining if concrete pavement can be repaired and when it is necessary to replace.

Compliance with contract documents is required. Development within unincorporated FBC shall use Harris County specifications (Item 360 & 361 for Concrete Pavement). Development within City limits or extraterritorial jurisdiction shall use that City's specifications.

Engineer of Record or their designee shall notify County Engineer or their designee via email of deficiencies that are not within the specification limits as soon as the deficiency becomes known but in no case more than 24 hours after the construction activity. Examples include proof rolling, subgrade density, and concrete placement. These guidelines do not relieve the developer, engineer, or contractor from adhering to applicable specifications and standards.

Membrane curing compound shall be applied as soon as the surface water disappears in compliance with the manufacturer's recommendations. Sawing shall take place when concrete strength is acceptable for sawing and in compliance with the specifications without creating excessive raveling along the sawcut.

The following elements are covered in this document:

- Pavement cracking
- Bird Baths
- Construction practices that contribute to pavement failure

**APPENDIX** 

Regulations of Subdivisions Appendix

#### **Concrete Pavement Cracking**

Visible cracks with no measureable width and no surface deflection are acceptable (e.g. shrinkage cracks).

Cracks less than or equal to 1/8" wide for less than 50% of the length of the crack may be sealed with a super low viscosity epoxy (gravity fed) sealant or approved alternative. Crack preparation and application of sealant will be in accordance with manufacturer's recommendations.

Cracks greater than 1/8" for more than 50% of the length of the crack must be removed and replaced.

Cracks within 12" of control or expansion joints must be removed and replaced.

Cracks with a difference in elevation (e.g. surface deflection or joint fault) greater than 1/8" must be removed and replaced.

Spalled concrete pavement must be removed and replaced.

#### **Concrete Removal and Replacement**

Minimum pavement removal area will be minimum 6-feet long and the full-lane width in accordance with Harris County Item 361 - Full Depth Repair of Concrete Pavement which states;

The minimum dimensions for full depth concrete pavement repair are one lane-width, and not less than 6 feet long. Repair areas smaller than the minimum will show excessive "rocking" against the adjoining concrete pavement sections. Likewise, the minimum remainder of the slab shall be at least 6 feet (to the end of slab or next repair area).

#### **Evaluation of Subgrade**

After pavement removal and before placement of concrete, the subgrade and the material beneath the subgrade must be evaluated by a certified testing laboratory to determine the material is suitably stable. Provide lab report for density, moisture, lime depth, and other related analysis of subgrade to FBC. Lab reports shall be sealed by a Texas licensed Professional Engineer and include recommendations for over-excavation of subgrade material, subgrade treatment, or other mitigation needed to address pavement cracking issues.

If the lab analysis recommends the subgrade be removed, new subgrade shall be Cement Stabilized Sand (2 sack/cy, compacted) or as recommended by the lab report, whichever is more stringent.

#### **Concrete Slump, Temperature and Placement Time**

Harris County Item 360 - Concrete Pavement, states;

Unless otherwise permitted, the concrete mix design shall be proportioned to provide a slump between 1 and 6 inches.

Any slump in excess of 6" will require the entire load of concrete (typically 10 yards) to be removed and replaced. A 10 cubic yard truck is equivalent to 60 square yards (SY) of 6" thick pavement, 52 SY of 7" thick pavement, or 45 SY of 8" thick pavement.

**APPENDIX** 

Regulations of Subdivisions Appendix

Harris County Item 360.6 states, "A slump test will be made for each sample of concrete obtained, or when slumps appear to be outside specification requirements." Therefore, when a slump is in excess of 6", the CMT technician must perform a slump test on every subsequent truck until the slump is within specification.

Concrete temperature and placement time must be in accordance with the project specifications. Concrete temperature in excess of 100°F shall be rejected. Concrete discharged more than 90 minutes after batch time shall be rejected.

Concrete not meeting these specifications must be removed and replaced. If the pavement is otherwise undamaged (no cracking), the contractor has the option to reimburse Fort Bend County 25% of the cost of removal and replacement. The cost will be determined using the current FBC on-call contract unit prices. Funds will be placed in a Road & Bridge account to fund concrete repair contracts.

Mix designs containing admixtures which may modify the slump, temperature and/or placement time must be submitted and approved by FBC prior to use. For example, Harris County Item 421.6 states, "If High Range Water-Reducing admixture is used, maximum acceptable placement slump shall be 9 inches."

**APPENDIX** 

Regulations of Subdivisions Appendix

#### **Bird Baths**

The following images are of bird baths that would require correction. Correction may be pavement removal and replacement, light grinding, lifting, or removal of obstruction (i.e. joint sealant). The extent of pavement removal will be determined in the field with FBC Engineering staff based on location of bird bath, joints, cracks, inlets, or other items.

Light grinding may be done within 6 inches of the curb and no more than 1/2 inch in depth. Grind must be "feathered" so as not to create an edge.



Image 1 - Bird bath extends into driving lane; corrective measures required.



Image 2 - Bird bath has significant length and depth. Lifting, light grinding, or removal of joint sealant obstruction may be acceptable based on field conditions. Grinding shall be limited to 15' either side of the expansion joint.



Image 3 - Bird bath has significant length, width, and depth. Lifting or pavement replacement is required. If the lifted pavement cracks then use Concrete Pavement Cracking Evaluation Criteria included in this document.



Image 4 - Bird baths which are relatively small in length, width, and depth do not require pavement replacement or lifting. Allowable width is approximately 12 inches.

Regulations of Subdivisions Appendix

#### **Construction Practices That Contribute To Pavement Failure**

The information below is to assist developers, engineers, contractors, and inspectors on identifying conditions that may lead to inadequate pavement structures and costly pavement replacement upon construction completion.



Image 5 - Subgrade is too dry.



Image 6 - Subgrade is too dry.



Image 7 - Possible deficiencies in subgrade and base include: Inadequate proof rolling or improper mixing of lime for subgrade, not extending lime mixture to edges of proposed limits of the stabilized subgrade, calculating lime for a 6 inch subgrade and mixing it 8 or more inches deep.



Image 8 - Concrete under headers at expansion joints does not allow expansion to occur correctly.



Image 9 - Misaligned dowels may cause spalling near the joint.



Image 10 - Misaligned dowels may cause spalling near the joint.



Image 11 - Membrane curing compound not applied to pavement



Image 12 - Inadequate curing compound



Image 13 - Silt fence or irrigation is placed directly behind curb cuts through subgrade and impacts lateral support.



Image 14 - Excavation under or near pavement



Image 15 - Not saw cutting within specified time (photo shows 4 day old concrete with no sawcuts)



Image 16 - Equipment operating on pavement with inadequate cure time.



Image 17 - Driveway cut with water sitting weakens the subgrade



Image 18 – Private utility excavation beneath pavement