ADDENDUM NO. 1 MARCH 12, 2024

PROJECT: CITY OF HICO 2022 DOWNTOWN REVITALIZATION PROJECT

BID DATE: MARCH 20, 2024, 3:00 PM

The following changes and/or additions shall be made to the Plans, Specifications, and Contract Documents for the above referenced project. Bidder shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Bid.

1) **GENERAL – Contract Documents:**

- a) The attached City of Hico Code of Conduct Policy will be added to the contract documents.
- b) The attached Child Support Obligation Certification shall be completed, signed, and returned with the bid packet.

2) PLAN SHEETS

a) Sheet 2 – General Notes has been updated. Please see the attached sheet 2.

3) SPECIFICATIONS

- a) Clarification to the electrical specifications below:
 - i) The string lights are Tivoli Model #: LST-BK-24-RGBW-CL-160-24. The Lights will need to be provided with the Tivoli Tivocue 10 lighting master controller model #: TV0Q0-10-BK-7 to be at a location specified by the owner. The master controller will also need RJ45 Opto Splitters as required for control wiring. The contractor will also need to provide Tivoli local lighting controllers model #: ADNM-240-2-4-24-DAT-2 as needed for the lights. The Cat-5 cable should not be located in the same conduit as the power wiring for the lights.
 - ii) The spacing of the light fixtures will be 24" with the total light strand being 160'. They will be RGBW and can be programmed by the owner for specific color displays. Each light strand will pull around 96W of power with the specified lights. The lights will get power from the new panel "A" and will need to have a 120V, 20A breakers for the light circuits.

Bidder's Acknowledgment

Date



CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, 24 CFR 570.489(h), and 2 CFR 200.318

CODE OF CONDUCT

No employee, officer, or agent of the City of Hico shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Hico shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

As a Grant Recipient of a TxCDBG contract, City of Hico shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

No employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Hico Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

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Passed and approved this 8th day of February, 2016.

Michael Price, Mayor City of Hico Eddee Mealt

CHILD SUPPORT OBLIGATION CERTIFICATION

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Contractor Signature

Printed Name

Title

Date

	GENERAL NOTES
1.	ACCESS TO RESIDENCES AND BUSINESS SHALL BE PROVIDED AT ALL TIMES. COST ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF THIS ACCESS WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO OTHER BID ITEMS. THE WORK PERFORMED ON THIS CONTRACT WILL BE PERFORMED UNDER TRAFFIC AND IT IS IMPERATIVE THAT THE CONTRACTOR HAVE THE EQUIPMENT AND MANPOWER AVAILABLE AT ALL TIMES TO ENSURE THAT ACCESS IS AVAILABLE. THE CONTRACTOR IS TO MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.
2.	THE CONTRACTOR SHALL APPOINT, IN WRITING, A SUPERINTENDENT FOR THIS PROJECT. SAID SUPERINTENDENT SHALL BE HIRE BY THE CONTRACTOR AND BE FULLY RESPONDENT TO THE ADMINISTRATION OF THE CONTRACT. HE/SHE WILL BE ON THE PROJECT DAILY. SHOULD THIS SUPERINTENDENT LEAVE THE EMPLOYER OR MOVE TO ANOTHER PROJECT, THE CONTRACTOR IS APPOINT ANOTHER SUPERINTENDENT IMMEDIATELY. CONTRACTOR SHALL PROVIDE 24HR/7DAY A WEEK PHONE NUMBER FOR SUPERINTENDENT IN CASE OF EMERGENCY.
3.	THE CONTRACTOR WILL ENSURE THAT ALL EXISTING DRAINAGE WILL REMAIN UNALTERED UNLESS GRADES ARE SHOWN TO BE ADJUSTED AND OR DRAINAGE STRUCTURES ADDED OR ALTERED.
	THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL AND REMOVAL OF SURPLUS MATERIAL OFF-SITE AT HIS OWN EXPENS
	CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL SURFACES DISTURBED TO A CONDITION THAT IS EQUAL TO OR BETTI THAN THE ORIGINAL CONDITION. THIS INCLUDES (BUT IS NOT LIMITED TO) EXISTING BUILDINGS, MAILBOXES, UTILITIES, PAVEMENT, CURBS, AND LANDSCAPE. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT,
	CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT OR LIMITS OF THE DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT. ENGINEER SHALL PROVIDE CONSTRUCTION STAKING FOR THIS PROJECT. CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO; WATER,
	SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRIC, DUCT BANKS, LANDSCAPING IRRIGATION FACILITIES AND GAS LINES, ANY UTILITY CONFLICTS THAT ARISE SHOULD BI COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGES TO EXISTING UTILITIES SHA BE AT THE CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THE PLANS OR NOT.
8.	ALL CONSTRUCTION SHALL CONFORM TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION (LATEST-EDITIONS) UNLESS OTHERWISE NOTED. THE TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENTS (OTHER SPECIFIC REFERENCE SHALL TAKE PRECEDENCE OVER NCTCOG STANDARDS.
9.	THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF ANY REQUIRED CONSTRUCTION PERMITS EROSION CONTROL PLANS, SW3P WITH INSPECTION REPORTS, AND THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS.
10.	CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
11.	BARRICADES, SIGNS, AND TRAFFIC HANDLING. THIS PROJECT REQUIRES THE CONTRACTOR TO INSTALL CONSTRUCTION BARRICADES, SIGNS, AND TRAFFIC HANDLING ON THIS PROJECT. THERE MAY BE OTHER MINOR SIGNS AND/OR TRAFFIC MARKINGS THAT ARE DEEMED NECESSARY TO PROTECT THE TRAVELING PUBLIC AND CONSTRUCTION EMPLOYEES. PAYMENT F MISCELLANEOUS MINOR SIGNS WILL BE INCLUDED IN THE PRICE BID FOR THIS ITEM.
	ALL MARKERS, TRAFFIC CONTROL PLAN, AND OR OTHER TRAFFIC RELATED INCIDENTALS SHALL BE AS OUTLINED IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR IS REQUIRED TO CONTROL TRAFFIC BY FLAG MEN WHEN PLACING CONCRETE OR USING EQUIPMENT IN THE TRAFFIC AREAS. PAY FOR THIS WILL BE SUBSIDIARY TO THE TRAFFIC HANDL ITEM. FLAG MEN SHALL HAVE A LEGAL STOP/SLOW PADDLE (STANDARD) OR RED FLAG (ALTERNATE) AND WEAR A REFLECTIVE VEST WHILE PERFORMING THIS WORK.
12.	SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH NCTCOG STANDARDS. THE CONTRACTOR SHALL REVIE LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE OWNER PRIOR TO INSTALLATION.
13.	CONTRACTOR SHALL SUBMIT A SEQUENCE OF WORK PLAN AND A CONSTRUCTION SCHEDULE FOR APPROVAL AT THE PRE-CONSTRUCTION CONFERENCE. UPDATED CONSTRUCTION SCHEDULES WILL BE REQUIRED MONTHLY PRIOR TO PROGRESS PAYMENTS.
	ALL EXCAVATION MORE THAN 5 FEET DEEP SHALL COMPLY WITH O.S.H.A. TRENCH SAFETY STANDARDS. ANY WORK THAT WILL BE PERFORMED OUTSIDE THE RIGHT-OF-WAY WILL BE COORDINATED BY THE CONTRACTOR WITH THE PROPERTY OWNER PRIOR TO BEGINNING WORK.
	ARCHEOLOGICAL DISCOVERIES AND CULTURAL RESOURCES
	1. NO ACTIVITY WHICH MAY AFFECT PROPERTIES LISTED OR PROPERTIES ELIGIBLE FOR LISTING IN THE NATIONAL REGISTER OF HISTORIC PLACES, OR ELIGIBLE FOR DESIGNATION AS A STATE ARCHEOLOGICAL LANDMARK IS AUTHORIZED UNTIL THE OWNER HAS COMPLIED WITH THE PROVISIONS OF THE NATIONAL HISTORIC PRESERVATION ACT AND THE ANTIQUITIES CODE OF TEXAS. THE OWNER HAS PREVIOUSLY COORDINATED WITH THE APPROPRIATE AGENCIES AND IMPACTS TO KNOWN CULTURAL OR ARCHEOLOGICAL DEPOSITS HAVE BEEN AVOIDED OR MITIGATED.
	2. IF ARCHEOLOGICAL SITES OR HISTORIC STRUCTURES WHICH MAY QUALIFY FOR DESIGNATION AS A STATE ARCHEOLOGICAL LANDMARK ACCORDING TO THE CRITERIA IN 13 TAC 41.6 - 41.10, OR THAT MAY BE ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES IN ACCORDANCE WITH 36 CFR PART 800, ARE DISCOVERED AFTER CONSTRUCTION OPERATIONS ARE BEGUN, THE CONTRACTOR SHALL IMMEDIATELY CEASE OPERATIONS IN THAT PARTICULAR AREA AND NOTIFY THE OWNER, AND THE TEXAS ANTIQUITIES COMMITTEE, P.O. BOX 12276, CAPITOL STATION, AUSTIN, TEXAS 78711-2276. THE CONTRACTOR SHALL TAKE REASONABLE STEPS TO PROTECT AND PRESERVE THE DISCOVERIES UNTIL THEY HAVE BEEN INSPECTED BY THE OWNER'S REPRESENTATIVE. THE OWNER WILL PROMPTLY COORDINATE WITH THE STATE HISTORIC PRESERVATION OFFICER AND ANY OTHER APPROPRIATE AGENCIES TO OBTAIN ANY NECESSARY APPROVALS OR PERMITS TO ENABLE THE WORK TO CONTINUE. THE CONTRACTOR SHALL NOT RESUME WORK IN THE AREA OF DISCOVERY UNTIL AUTHORIZED TO DO SO BY THE OWNER.
	ENDANGERED SPECIES
	1. NO ACTIVITY IS AUTHORIZED THAT IS LIKELY TO JEOPARDIZE THE CONTINUED EXISTENCE OF A THREATENED OR ENDANGERED SPECIES AS LISTED OR PROPOSED FOR LISTING UNDER THE FEDERAL ENDANGERED SPECIES ACT (ESA), THE STATE OF TEXAS PARKS AND WILDLIFE CODE ON ENDANGERED SPECIES, AND/OR THE MIGRATORY BIRD TREATY ACT TO DESTROY OR ADVERSELY MODIFY THE HABITAT OF SUCH SPECIES.
	2. IF A THREATENED OR ENDANGERED SPECIES IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY CEASE WORK IN THE AREA OF THE ENCOUNTER AND NOTIFY THE OWNER, WHO WILL IMMEDIATELY IMPLEMENT ACTIONS IN ACCORDANCE WITH THE ESA AND APPLICABLE STATE STATUTES. THESE ACTIONS SHALL INCLUDE REPORTING THE ENCOUNTER TO THE TWDB, THE U.S. FISH AND WILDLIFE SERVICE, AND THE TEXAS PARKS AND WILDLIFE

EROSION AND POLLUTION CONTROL NOTES

- 1. ALL CONTRACTORS SHALL COMPLY WITH THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM AS FURTHER DESCRIBED IN THE SPECIAL TECHNICAL SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL INSTALL EROSION AND POLLUTION CONTROL MEASURES AS FIELD CONDITIONS WARRANT TO PREVENT OFF-SITE MIGRATION OF SOILS OR OTHER POLLUTANTS BY VEHICULAR TRACKING OR IN STORM WATER RUNOFF. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY, INSTALLATION OF CONTROL MEASURES, REPAIRS OR MODIFICATIONS TO THE MEASURES WILL BE MADE BY THE CONTRACTOR IF THE CONTROL MEASURES PROVE INEFFECTIVE OR IF ADDITIONAL CONTROL MEASURES ARE NECESSARY.
- 3. ALL STOCKPILED SOILS SHALL BE MAINTAINED IN A MANNER TO PROPERLY CONTROL SEDIMENT RUNOFF.
- 4. THE CONTRACTOR SHALL CONSTRUCT A BERM OR OTHER SPILL PROTECTION MEASURE FOR ANY TEMPORARY FUEL STORAGE TANK(S) ON SITE.
- 5. IF SUMP PUMPS ARE USED TO REMOVE WATER FROM EXCAVATED AREAS, THE DISCHARGE SHALL BE CONTAINED, FILTERED OR DISCHARGED TO A SETTLING BASIN TO REMOVE SEDIMENT AND OTHER POLLUTANTS BEFORE THE WATER ENTERS A STORM DRAIN OR LEAVES THE SITE.
- 6. THE CONTRACTOR SHALL STABILIZE, WITH SOME FORM OF GROUND COVER, ANY AREA WHERE CONSTRUCTION ACTIVITY IS TO BE CEASED (TEMPORARILY OR PERMANENTLY) FOR MORE THAN TWENTY-ONE (21) DAYS. RE-VEGETATION OF ALL DISTURBED SOIL SHALL BE INITIATED WITHIN TWENTY-ONE (21) DAYS OF FINAL CONSTRUCTION OPERATIONS.
- 7. AT THE CONCLUSION OF THE PROJECT, ALL CHANNELS, DRAINAGE WAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE CLEARED OF ANY SEDIMENT AND DEBRIS GENERATED BY THE PROJECT OR DEPOSITED AS A RESULT OF THE EROSION AND POLLUTION CONTROL MEASURES.
- 8. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES ON UPSTREAM SIDE OF ALL CULVERTS, INLETS AND AT DOWNSTREAM GUTTER FLOW EXIT POINTS. EROSION CONTROL DEVICES WILL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. LOCATIONS FOR EROSION CONTROL DEVICES ARE THE MINIMUM REQUIRED. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A STORM WATER POLLUTION PREVENTION (SW3P) PLAN FOR THE PROJECT FOR APPROVAL AT THE PRE-CONSTRUCTION CONFERENCE.

PROTECTION OF HISTORIC FEATURES DURING CONSTRUCTION

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WHERE PROPOSED WORK IS IN PROXIMITY TO HISTORIC BUILDINGS OR OTHER STRUCTURES (WALLS, CANOPIES, RETAINING WALLS, FENCES), AND PLANTING BEDS, AND VEGETATION/GROUNDCOVER, FOLLOW THE PROCEDURES LISTED BELOW FOR DEMOLITION, PROTECTION, AND CONSTRUCTION AT THESE ADDRESSES: IN THE CITY OF DE LEON, AT 109 EAST GONZALES AVE; 132 EAST GONZALES AVE; 202 NORTH HOUSTON ST; 201 NORTH HOUSTON ST; 124 NORTH HOUSTON ST; 108 NORTH HOUSTON ST; 100 NORTH HOUSTON ST; 173 NORTH TEXAS ST:

- 1. TO MINIMIZE POTENTIAL DAMAGE TO HISTORIC STRUCTURES AND MATERIALS, CONTRACTOR TO SAW CUT EXISTING SIDEWALK 8 TO 12 INCHES AWAY FROM THE HISTORIC STRUCTURE, CANOPY SUPPORTS, FENCE, OR RETAINING WALL.
- 2. CONTRACTOR TO CONSTRUCT NEW SIDEWALK NEXT TO THE SAW CUT EDGE WITH INSTALLATION OF EXPANSION JOINT IN BETWEEN. IF EXISTING SIDEWALK IS TO BE REMOVED ENTIRELY, THE REMAINING 8 TO 12 INCHES NEXT TO THE HISTORIC STRUCTURE, CANOPY SUPPORTS, MATERIAL, FENCE, OR RETAINING WALL WILL BE REMOVED BY HAND. EXPANSION JOINT TO BE PLACED BETWEEN HISTORIC STRUCTURE, CANOPY SUPPORT, MATERIAL, FENCE, OR RETAINING WALL AND NEW SIDEWALK.
- 3. CONTRACTOR IS RESPONSIBLE FOR PREVENTING DAMAGE TO HISTORIC STRUCTURE, CANOPY SUPPORTS AND THEIR AWNING, MATERIALS, FENCES, RETAINING WALLS, INCLUDING GARDEN ELEMENTS (PLANTING BEDS, PLANTINGS) DURING THE ENTIRE CONSTRUCTION PROJECT, ESPECIALLY DURING REMOVAL OF EXISTING PAVEMENT, CURB, OR SIDEWALK. DURING THE SAW CUT AND HAND REMOVAL PROCESS, CONTRACTOR WILL EXERCISE UTMOST CAUTION AND WILL PHYSICALLY PROTECT HISTORIC STRUCTURE FOUNDATION, CANOPY SUPPORTS, MATERIALS, ELEVATIONS, ENTRYWAYS WITH DECORATIVE FLOORING, FENCES, RETAINING WALLS, AND LANDSCAPE ELEMENTS.
- 4. CONTRACTOR TO REPAIR OR REPLACE IN KIND, AT HIS OWN EXPENSE, ANY HISTORIC MATERIALS DAMAGED IN THE COURSE OF EXECUTING THE WORK. CONTRACTOR IS RESPONSIBLE FOR LOCATING REPLACEMENT SOURCE FOR HISTORIC MATERIALS DAMAGED IN THE COURSE OF THE WORK. TEXAS HISTORICAL COMMISSION TO BE INFORMED OF DAMAGE AND PROPOSED REPAIRS PRIOR TO EXECUTION OF REPAIR WORK.

LEGEND

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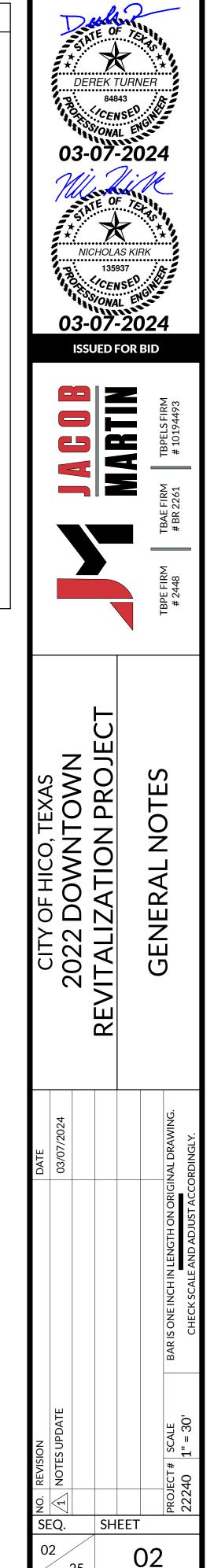
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PROPOSED 6" WATER LINE		EASEMENT		
EXISTING WATER LINE		PROPERTY LINE		
PROPOSED GATE VALVE		PAVED ROAD		
PROPOSED WATER TAP		GRAVEL ROAD		
EXISTING VALVE		TELEPHONE PEDESTAL		
PROPOSED FLUSH VALVE / FIRE HYDRANT	0	SIGN AND POST		
EXISTING FLUSH VALVE / FIRE HYDRANT	OEOEOE	OVERHEAD ELECTRIC		
EXISTING WATER METER	E	ELECTRIC METER		
POWER POLE	Ε	ELECTRIC BOX		
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FENCE LINE	C cor	TELEPHONE MMUNICATIONS MANHOLE		



ABBREVIATIONS			
FF	FINISHED FLOOR		
FFG	FINISHED FLOOR GARAGE		
FGTW	FINISHED GRADE TOP OF WALL		
FGBW	FINISHED GRADE BOTTOM OF WALL		
GFL	GUTTER FLOW LINE		
BOC	BACK OF CURB		
PT	POINT OF TANGENCY		
PI	POINT OF INTERSECTION		
РС	POINT OF CURVATURE		
РСС	POINT OF COMPOUND CURVE		
PRC	POINT OF REVERSE CURVE		
FL	FLOWLINE		
VG	VALLEY GUTTER		
EL	ELEVATION		
ExTP	EXISTING TOP OF PAVEMENT		
ТР	TOP OF PAVEMENT		