

**Donation and Construction Agreement for
Road Improvements on Alamo Road
Webb County – EOG Resources**

This Agreement (the “**Agreement**”) is made and entered into by and between Webb County, Texas (“**County**”), a political subdivision of the State of Texas, acting through its Commissioners Court, and **EOG Resources, Inc.** (“**EOG**”). This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”) and shall remain in effect until fulfillment of the obligations described in herein, unless terminated earlier as provided herein.

WHEREAS, EOG is developing oil and gas resources (the “**Development**”) to be located in the portion of Webb County, in the general area shown on the attached Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, EOG’s Development requires the construction upgraded improvements to a section of County roads, County owned rights-of-way, and County-held right-of-way easements (collectively the “**Project**”) to facilitate the movement of equipment and material to and from the Development; and

WHEREAS, no part of the Development or Project are located within the city limits of any city located within Webb County; and

WHEREAS, EOG desires to construct the Project and donate the Project to Webb County and Webb County grants permission for such Project subject to the conditions and provisions of this Agreement and gratefully accepts the donation the value of said improvements (Total Material and Construction Costs) being approximately One Million Nine Hundred Forty-Three Thousand Two Hundred Thirty-Six Dollars and Seventy-One cents (\$1,943,236.71).

**NOW, THEREFORE, IT IS AGREED TO BY AND BETWEEN
THE COMMISSIONERS COURT OF WEBB COUNTY, TEXAS AND EOG:**

1. That the findings and recitals in the preamble to this Agreement are true and correct and are hereby **AGREED TO, APPROVED and ADOPTED.**
2. That County hereby grants to EOG permission to enter upon County roads, County owned rights-of-way, and County-held right-of-way easements for the purpose of constructing and improving that section of Alamo Road (the “**Road Improvements**”) as set forth in the attached Exhibit A attached hereto and incorporated herein by reference as if set out in full.
3. Prior to commencement of mobilization of equipment and construction, EOG will provide the County with notice of the date construction work on the road will begin. All costs associated with the Road Improvements on the road and right-of-way (including but not limited to materials, equipment, labor and insurance) shall be at EOG’s sole cost and expense, it being the intention of the Parties that the expenses are a donation to County.

FILED 9/18 20 23
MARGIE RAMIREZ IBARRA @10:45AM
COUNTY CLERK WEBB COUNTY TEXAS
BY [Signature] DEPUTY

The County may inspect such construction work, and EOG will perform additional work, if needed, to cause the construction work to meet County standards as defined in Exhibit B, attached hereto and incorporated by reference.

4. EOG shall obtain and maintain in full force and effect, for the duration of this Contract and at EOG's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas including:
 - a. Workers' Compensation
 - b. Employers' Liability
 - c. Commercial General Liability Insurance
 - d. Business Automobile Liability
5. Proof of Insurance shall be provided to County prior to commencement of construction. To the extent allowed by law and only to the extent of the indemnity obligations assumed herein by EOG, County shall be added as an additional insured to the policies required in this Agreement (except for Workers' Compensation and Employers' Liability).
6. After the completion of the Road Improvements defined in Exhibit B, EOG will repair any damage to County roads caused by its construction activities, including any damages caused by its contractors or subcontractors. In addition, after the completion of the Road Improvements, the County will be wholly responsible for all future maintenance of Alamo Road.
7. EOG will be wholly responsible for damage to County roads and rights-of-way (including bridges, culverts, ditches, etc.), if said damage is caused directly thereto as a result of the construction of the Road Improvements, or directly as a result of operations and maintenance activity conducted on the Road Improvements.
8. **DURING THE CONSTRUCTION OF THE ROAD IMPROVEMENTS, EOG COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF COUNTY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS (INCLUDING THIRD-PARTY CLAIMS), LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON COUNTY DIRECTLY AND ARISING OUT OF, RESULTING FROM OR RELATED TO EOG'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF EOG, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB CONTRACTOR OF EOG AND EOG'S AND ITS SUB CONTRACTORS RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS**

PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF COUNTY, ITS OFFICERS OR ITS EMPLOYEES IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT EOG AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. EOG'S INDEMNITY OBLIGATIONS PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY CLAIMS OR LIABILITIES THAT ARISE FROM OR ARE ATTRIBUTABLE TO ANY PERIOD OF TIME AFTER THE COMPLETION OF THE ROAD IMPROVEMENTS BY EOG.

9. EOG shall place materials stored at the Project site and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by County. Streets shall not be obstructed, except by special permission of County. Materials excavated and construction materials used in the performance of the Work shall be placed in a manner that does not endanger the Work or the traveling public.
10. In case of an emergency, County shall have the right immediately to remedy any neglect without notice. The reasonable and necessary cost of any work done by or for County to remedy EOG's neglect shall be reimbursed by EOG. EOG shall notify County when the county road is to be closed or obstructed. The notice shall be given at least forty- eight (48) hours in advance. County reserves the right to postpone and/or prohibit any closure or obstruction of any streets or thoroughfares, to the extent necessary for the safety and benefit of the traveling public. EOG shall, when directed by County, keep any street or streets in condition for unobstructed use. When EOG is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, EOG's responsibility for accidents shall include the roadway approaches as well as the crossing structures any by-passes around structures and the right of way.
11. EOG shall limit airborne dust and debris throughout the Project site and its duration. EOG shall apply the necessary amounts of water or other appropriate substance required to maintain sufficient moisture content for dust control. For County horizontal projects, EOG shall apply appropriate amounts of water or other appropriate substance to the base on streets under construction and on detours required to maintain sufficient moisture control in the surface layer for dust control.
12. Barricades, Lights and Watchmen. EOG shall, at EOG's own cost and expense, furnish, erect and maintain sufficient barricades, fences, lights and danger signals, provide sufficient watchmen and take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that shall be visible at night, and shall be illuminated by lights as required under County's or TxDOT's Barricades Specifications. The term "lights," as used in this Section, shall mean flares, flashers or other illuminated devices. A sufficient number of barricades with

adequate markings and directional devices also shall be erected to keep vehicles from being driven on or into any Work under construction. EOG shall be held responsible for all damage to the Work due to EOG's failing to maintain barricades, signs, lights and/or watchmen necessary to protect the Work. Whenever evidence is found of such damage, County may order the damaged portion immediately removed and replaced by EOG at EOG's sole cost and expense, unless caused by County's employees or agents. EOG reserves it causes of action against anyone causing the damage. EOG's responsibility for maintenance of barricades, signs, lights, and for providing watchmen, as required under this section, shall not cease until the Project has been finally accepted by County.

13. The rights and responsibilities of EOG hereunder may not be assigned, in whole or in part, without the County's prior consent, which shall not be unreasonably withheld.
14. This Agreement shall remain in full force and effect until the expiration or termination hereof and shall inure to the benefit of and be binding upon County and EOG and to its respective transferees, successors and assigns, and all persons claiming under them.
15. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

Webb County
Attn: Webb County Judge
1000 Houston St., 3rd floor
Laredo, Texas 78404

EOG Resources, Inc.
Attn: Division Land Manager
19100 Ridgewood Parkway, Building Two
San Antonio, Texas 78259-1828

16. If a party hereto breaches any of its obligations under this Agreement, such party shall cure such breach within thirty (30) days after such notice is given by the other party and thereafter shall diligently prosecute such cure; provided, however, that such 30-day period may be extended an additional 90 days to complete such cure so long as the cure was commenced within the initial 30-day period. If the defaulting party remains in default of this Agreement after all applicable cure periods hereunder, the non-defaulting party shall have the right to pursue all remedies available at law or equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive.
17. In assuming and performing the obligations of this Agreement, EOG and County are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other.
18. There is no intent by EOG or County to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and EOG and County expressly disclaim any such third-party benefit.
19. If any term or provision (or application of a term or provision) of this Agreement shall be

declared invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby. Any term or provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver.
21. Each party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the Agreement or any earlier draft of the same.
22. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
23. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions and shall be enforced in Webb County, Texas.
24. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
25. This Agreement (including Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof.
26. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties.
27. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
28. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
29. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and shall remain in effect until fulfillment of the obligations described in herein, unless terminated earlier as provided herein.

30. Legal Authority.

- a. The person or persons signing this Agreement on behalf of EOG Resources, Inc., or representing themselves as signing this Agreement on behalf of EOG Resources, Inc., do hereby warrant and guarantee that EOG Resources, Inc. has approved this agreement and authorized representative to sign this Agreement on behalf of EOG Resources, Inc. and to bind EOG Resources, Inc. validly and legally to all terms, performances, and provisions in this Agreement.
- b. Webb County Signors. The person or persons signing this Agreement on behalf of Webb County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that the Commissioner's Court for Webb County has approved this Agreement and authorized the County's representative to bind Webb County validly and legally to all terms, performances, and provisions in this Agreement.

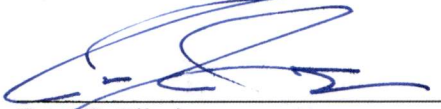
31. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.

32. Execution of Documents. This Agreement may be executed in one or more counterparts, each of which shall be an original as against any Party who signed it, and all of which shall constitute one and the same document. Signatures to this Agreement may be transmitted by facsimile or electronic mail/DocuSign/Adobe Sign and such signatures, and true and correct copies thereof (including any copy on physical paper or electronically stored in .pdf, .tiff., .jpg, etc. formats), shall be deemed effective as original signatures.

[Remainder of this Page Left Blank Signature Page follows]

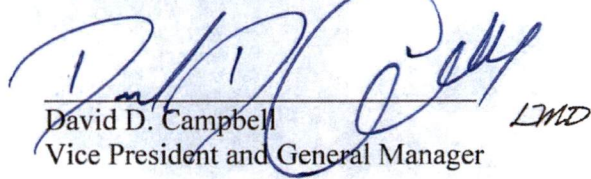
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by EOG Resources, Inc. on the respective dates shown below.

WEBB COUNTY, TEXAS



Tano E. Tijerina
Webb County Judge

EOG RESOURCES, INC.

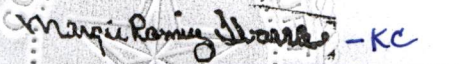
 LMD

David D. Campbell
Vice President and General Manager

Date: 09/01/2023

Date: September 1, 2023

ATTEST:

 -KC

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:



Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Exhibit A: Project Area



Exhibit A
 Page 2 of 2
 Donation and Construction Agreement for
 Road Improvements on Alamo Road
 Webb County – EOG Resources

Exhibit B
Location, Scope, Beginning and Ending Points, and Specifications of Road Improvements
to be provided by EOG in the Project Area

1. Roadway Name or Designation:

Alamo Road (a/k/a Krueger Road)

2. Type of Facility:

County Road

3. Existing Surface:

Base Material

4. Approximate Length:

5.6 miles

5. County Road Improvements Approximate Limits:

Begin: 28° 4'54.66"N/ 99°23'30.07"W

End: 28° 6'54.42"N/ 99°28'15.28"W

6. Process and Scope of Work:

- a. EOG will provide materials and labor to improve the road to meet the County standards that are attached hereto as Exhibit "B-1".
- b. EOG will begin construction on September 1, 2023, or sooner, and complete construction within 180 calendar days.
EOG shall schedule a pre-construction meeting with the Webb County Engineer at least 7 calendar days before mobilizing to the Project Area.

Item 247

Flexible Base



1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 ²	Grade 5
Sampling	<u>Tex-400-A</u>				
Master gradation sieve size (cumulative % retained)	<u>Tex-110-E</u>			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40	65-90	50-85	70-90		
Liquid Limit, % Max	<u>Tex-104-E</u>	40	40	As shown on the plans	35
Plasticity Index, Max ¹	<u>Tex-106-E</u>	10	12	As shown on the plans	10
Plasticity index, Min ¹		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	<u>Tex-116-E</u>	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	<u>Tex-117-E</u>			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- ~~2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**~~
- ~~2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.~~
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- ~~■ Department-required recycled material will not be subject to the requirements in Table 1,~~
 - ~~■ Contractor-furnished materials are subject to the requirements in Table 1 and this Item,~~
 - ~~■ the final product, blended, will be subject to the requirements in Table 1, and~~
 - ~~■ for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.~~

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

~~2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.~~

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

~~The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.~~

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

~~3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.~~

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "~~Removing Treated and Untreated Base and Asphalt Pavement,~~" when shown on

~~the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.~~

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ± 2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

~~Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3, "Compaction."~~

- 4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

- 4.6. **Ride Quality.** ~~This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.~~

~~Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex 1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1 mi. sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.~~

~~Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.~~

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.