

MURAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and City of Killeen hereinafter called the "Permittee".

BACKGROUND

The State owns and maintains a system of highways, including Interstate 14 / US Highway 190 in Bell County, Texas, for public use and benefit. The State agrees to allow for the installation of a Mural within the State's right of way and the Permittee agrees to install the Mural and to conduct the long term maintenance of it located on the overpasses at Rosewood Drive, S. W. S. Young Drive, E. Stan Schlueter Loop, Trimmier Road, S. Fort Hood Street, Willow Springs Road, and Clear Creek Road, referred to as the "Mural," more specifically described in **Attachment "A,"** Project Map, which is attached hereto. The Permittee will conduct the Mural's long term maintenance activities through the use of Permittee's forces, contractors, or other means satisfactory to the Permittee and the State.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following.

A G R E E M E N T

SECTION 1. PERIOD OF THE AGREEMENT

This Agreement becomes effective when finally executed by the State and Permittee and shall continue unless or until otherwise terminated as provided by this agreement.

SECTION 2. FINANCIAL RESPONSIBILITIES

All costs covered by this agreement including design,, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required, removal of the Mural, shall be the responsibility of the Permittee.

Any administrative costs associated with the Mural that are incurred by the State, such as those related to proposal review, as well as developing, issuing, and monitoring the Agreement for approval of the Mural project shall be the responsibility of the State.

SECTION 3. RESPONSIBILITY OF THE PARTIES

A. The Permittee agrees to:

1. Provide Mural design plans to the State before execution of this agreement according to State policy and, upon final approval, furnish and install the Mural according to plans approved by the State, which are set out more specifically in **Attachment "B,"** Permittee's Final Mural Proposal, which is attached to this Agreement, and include any other related installation items that may be required; and
2. Furnish, erect, and maintain any barricades, signs and traffic handling devices, in accordance with the latest Texas Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the State related to this project, as may be required to protect the safety of the public; and
3. Conduct periodic inspections of the Mural as deemed necessary; and
4. Provide for the installation and maintenance of all associated appurtenances that are considered by the State to be a part of the Mural project. The Permittee further agrees to remove such items from the Mural project's location and restore the area to the satisfaction of the State upon termination of this Agreement in accordance with Section 9.

B. The State agrees to:

1. Review and evaluate the Mural proposal submitted by the Permittee with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support and maintainability; and
2. Coordinate with other State Divisions, as appropriate, as well as interact with the Federal Highway Administration (FHWA) for input, review and approval; and
3. Cooperate with the Permittee to determine the requirements for barricades, signs, and traffic handling devices to be used by the Permittee during the installation and maintenance of the Mural; and
4. Provide maintenance access to the project location for the Permittee or for its contractor ; and
5. Conduct periodic inspections of the Mural project as deemed necessary.

C. The Permittee and State further agree that nothing contained in this Agreement will be construed to:

1. Give either party the power to direct and control the day-to-day activities of the other; or
2. Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

SECTION 4. DESIGN AND PLACEMENT OF MURALS

A. Murals shall be designed and placed so as to:

1. Include approved protective graffiti coatings.
2. Be appropriate to its proposed setting and community context.
3. Be in proper size and scale with its surroundings.
4. Be composed of materials that are durable for the projected life span of the project.
5. Be located where maintenance can be safely performed, as specified in the Mural Agreement, and in conformance with State procedures.
6. Be subject to the review and approval of the State in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

B. Murals shall not:

1. Be allowed within the center median areas of interstate highway rights-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort or advertising.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Create a distraction to the motoring public; for example, the Mural may be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
6. Include reflective or glaring surface finishes.
7. Include moving elements (kinetic art) or simulate movement.
8. Interfere with official traffic control devices.
9. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
10. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.
11. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided.
12. Negatively impact existing highway features, including existing signs.

SECTION 5. MAINTENANCE

The Permittee shall provide regularly scheduled maintenance, as described in **Attachment "B,"** the Permittee's Final Mural Proposal, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Mural and graffiti removal. Murals shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to the most current State policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti.

SECTION 6. Mural REMOVAL

The Permittee shall remove the Mural covered by this agreement, if in the opinion of the State, it creates safety or operational concerns due to deterioration or inadequate maintenance or upon termination of this Mural Agreement. The State will notify the Permittee when it has determined that the Mural requires special attention. In the event the Permittee fails to maintain, repair, rehabilitate, or remove the Mural in a timely manner, the State may choose to remove the Mural after thirty (30) days following notification to the Permittee, and bill the Permittee for all costs of removal and restoration of the area.

The State reserves the right to remove the Mural due to construction, rehabilitation, violation of the terms of this agreement, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Permittee. The State will strive to notify the Permittee of its intent to remove the Mural to allow for timely removal and salvage by the Permittee, if possible.

The State reserves the right to remove or alter any Mural that presents an immediate safety hazard to the public without delay or advanced notification to the Permittee.

SECTION 7. USE OF CONTRACTOR OR GROUP

The Permittee shall have the right to engage any responsible contractor or group to perform or provide any portion of the Permittee's Mural activities specified in this Agreement. However, notwithstanding this provision, the Permittee shall continue to remain responsible to the State to ensure performance of all its duties and responsibilities specified in this Agreement. The Permittee shall ensure that any contractor or group complies with all provisions of this agreement, and federal, state, and local laws, and regulations as may be applicable.

In the event the Permittee engages a contractor to perform Mural installation or maintenance activities under this Agreement, the Permittee shall ensure that said contractor shall indemnify the State for any and all damages and claims for damages by said contractor, its employees, agents, or representatives, including any claims resulting from bodily injury or death to others, or, for loss of or damage to property of others, arising out of, incident to, or in any manner connected to Mural installation or maintenance activities, and, for any or all liability arising from the negligent acts of said contractor, its employees, agents, or representatives.

In the event the Permittee engages and approves a responsible group to perform Mural installation or maintenance activities under this Agreement, the Permittee shall require and ensure that said contractor or group follow all the terms of this Agreement as well as all Attachments.

SECTION 8. INDEMNIFICATION

The Permittee acknowledges responsibility for the acts, deeds, errors and omissions of it and its own agents and employees. The parties agree that the Texas Tort Claims Act pertaining to governmental liability for tortious conduct and/or property damage shall apply to this Agreement.

The Permittee will indemnify the State against any and all damages and claims for damages, including those arising from injury to or death of persons or for loss of or damage to property,

arising out of, incident to, or in any manner connected with the activities and responsibilities of Permittee hereunder. This indemnification will extend to and include any and all court costs, attorneys' fees and expenses related to or connected with any claims or suits for damages. Permittee will, if requested in writing by the State to do so and to the extent of its indemnity obligations pursuant to this section, assist with or relieve the State from defending a suit brought against it. This section will survive termination of this agreement.

SECTION 9. TERMINATION

This Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of both parties; or
- B. By either party upon giving the other party thirty (30) days prior written notice; or
- C. By the State, in the event the State determines that the Mural is not in the best interest of the State or traveling public.

If either party terminates this Agreement, as provided herein, the Permittee will be responsible for removal of the Mural. In the event that the Permittee does not provide the removal services, the State may remove the Mural and shall be entitled to reimbursement from the Permittee for any reasonable costs incurred by the State to restore the State's right of way to its original condition.

SECTION 10. AMENDMENTS

Amendments to this Agreement shall be in writing and shall be executed by both parties.

SECTION 11. WAIVER AND LICENSE

Permittee and the artist which created the Mural each recognizes the existence of moral rights of artists set forth in the Visual Artists' Rights Act of 1990, as amended, and as codified in Title 17 of United States Code (the Act). THE PERMITTEE AND THE ARTIST WHICH CREATED THE MURAL EACH REPRESENTS TO THE STATE THAT TO THE EXTENT THAT THE MURAL IS PROTECTED BY THE ACT AND THE PERMITTEE AND ARTIST IS ENTITLED TO PROTECTION THEREUNDER, THE PERMITTEE AND ARTIST WHICH CREATED THE MURAL WAIVES AND ALL RIGHTS ARISING UNDER THE ACT AND ANY RIGHTS ARISING UNDER FEDERAL OR STATE LAW OR UNDER THE LAWS OF ANY OTHER COUNTRY THAT CONVEYS RIGHTS OF THE SAME NATURE AS THOSE CONVEYED UNDER THE ACT OR ANY OTHER TYPE OF MORAL RIGHT OR DROIT MORAL WITH RESPECT TO THE MURAL FOR ANY AND ALL USES IN WHICH EITHER THE ATTRIBUTION OR THE INTEGRITY RIGHT MAY BE IMPLICATED INCLUDING, WITHOUT LIMITATION, THE REMOVAL, DESTRUCTION, DISTORTION, MUTILATION, OR OTHER MODIFICATION OF ALL OR ANY PORTION OF THE MURAL AS DEEMED NECESSARY BY THE STATE. THE PERMITTEE AND ARTIST WHICH CREATED THE MURAL EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE NATURE OF THE MURAL MAY SUBJECT IT TO DESTRUCTION, DISTORTION, MUTILATION, OR OTHER MODIFICATION BY REASON OF THE REMOVAL OF ALL OR ANY PORTION OF IT.

SECTION 12. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 7, the Permittee shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the State, and any prohibited assignment or transfer shall be null and void.

SECTION 13. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by the State.

SECTION 14. INSURANCE

If this agreement authorizes the Permittee or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on the State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

SECTION 15. NOTICES

All notices to either party by the other under this Agreement shall be delivered personally or sent by U.S. mail, certified, postage prepaid, addressed to such party at the following addresses:

STATE : Texas Department of Transportation District Engineer (mailing address) _____ _____, Texas	PERMITTEE: City of Killeen Attn: Andrew Zagars, P.E., City Engineer 101 North College Street Killeen, TX 76541
--	---

Delivery of notice will be deemed on the earlier of receipt or three (3) days after deposit if sent by mail.

SECTION 16. NON-INTEREST IN PROPERTY

The State's authorization fo allow Permittee's use of State right of way as provided herein does not in any way impair or relinquish the State's right to use such property for any purpose, nor shall this agreement ever be construed as an abandonment of the property by the State. It is expressly understood that the State does not purport hereby to grant any real property right, title, interest, easement or other interest in the property, but merely consents to such use hereunder to the extent that its authority and title permits.

SECTION 17. INCORPORATION OF PROVISIONS

Attachments "A" and "B" are made part of this contract. Attachment "C", Mural Guidelines, is also attached to and made a part of this agreement. The parties shall comply with the provisions of Attachments "A", "B" and "C" as if they were set forth in full within the body of this contract

SECTION 18. SIGNATORY WARRANTY

Each signatory has necessary authority to execute this agreement on behalf of the entity represented.

THEREFORE, the Parties have executed this Agreement in duplicate originals.

PERMITTEE

THE STATE OF TEXAS

By: Kent Cagle

Title: Interim City Manager

Date: _____

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

By: _____

District Engineer

District

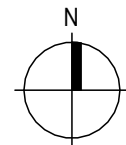
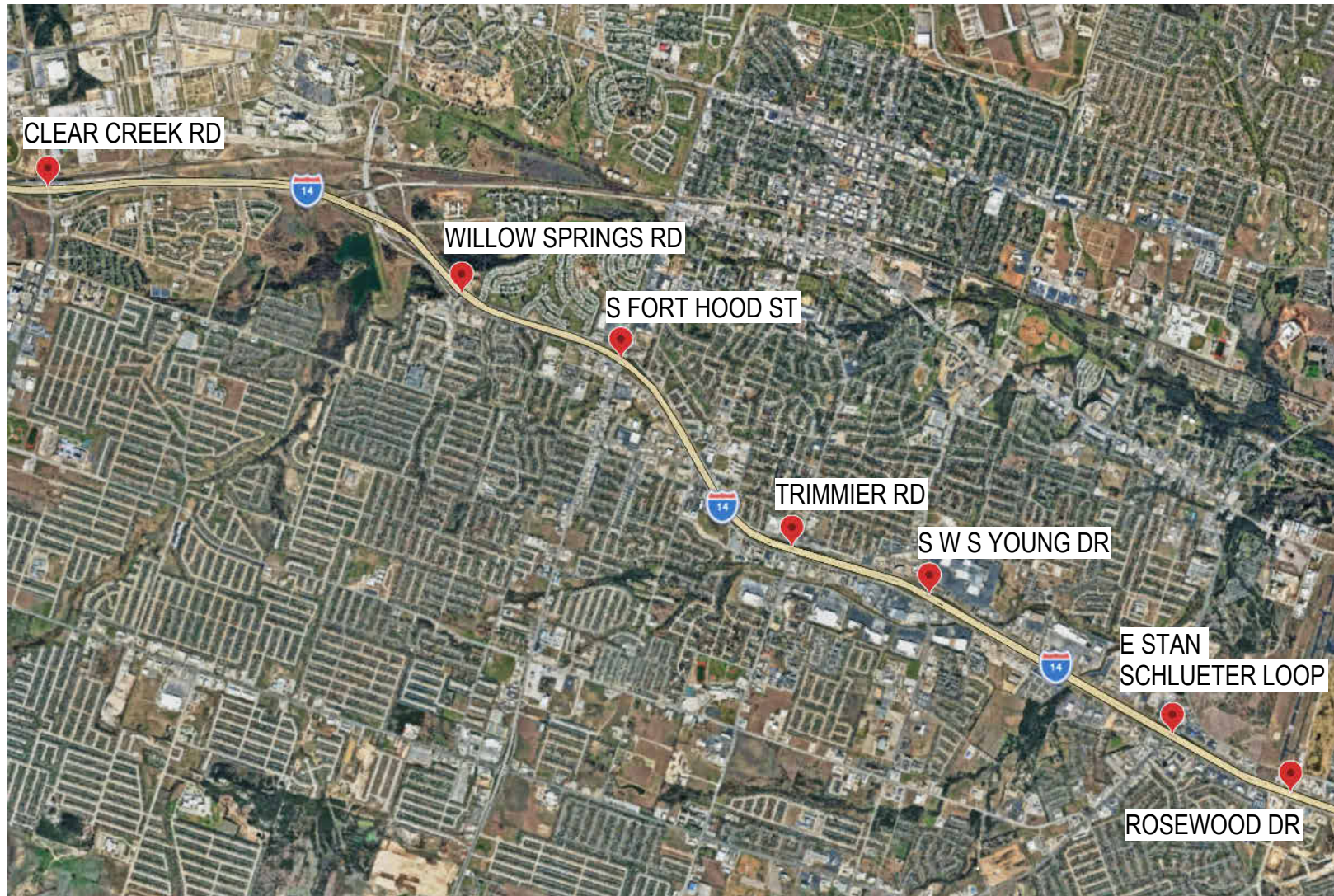
Date:

List of Attachments:

“A” – Project Map for Mural

“B” - Permittee’s Final Mural Proposal

“C”- Mural Guidelines



MRB
Group

KILLEEN OVERPASS PAINTING PROJECT

PROJECT MAP
JULY 2026

CITY OF KILLEEN

CITY OF KILLEEN

KILLEEN OVERPASS PAINTING PROJECT

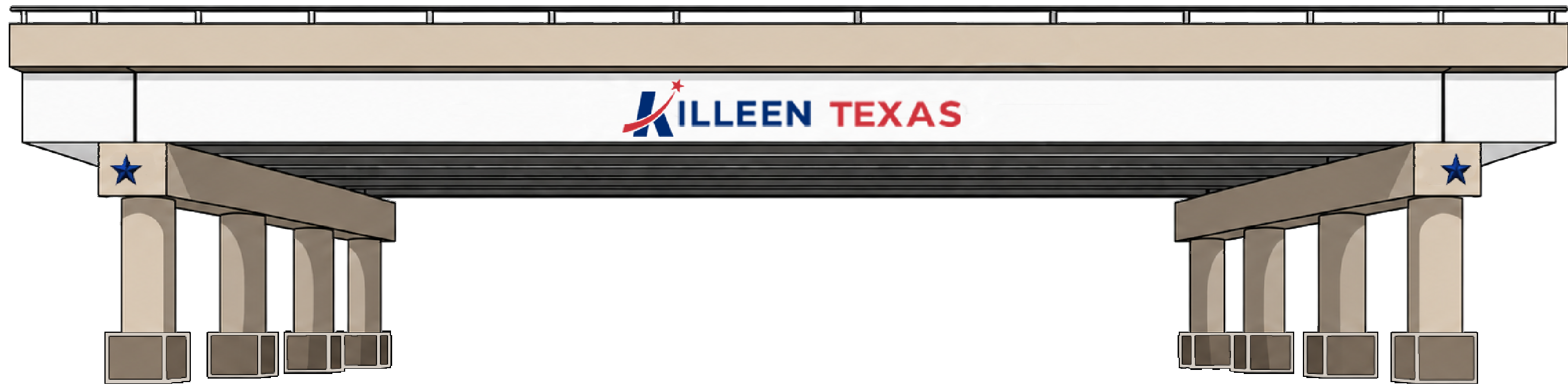
KILLEEN, TX

PROJECT CONTACTS

OWNER:
CITY OF KILLEEN
101 N. COLLEGE STREET
KILLEEN, TX 76541
CONTACT: ANDREW ZAGARS, P.E.
PHONE: 254.290.2601

ARCHITECT:
MRB GROUP
303 W CALHOUN AVE
TEMPLE, TX 76501
CONTACT: CRYSTAL COWEN, AIA
PHONE: 254.721.5104

CIVIL ENGINEER:
MRB GROUP
303 W CALHOUN AVE
TEMPLE, TX 76501
CONTACT: SOLOMON THOMAS, P.E.
PHONE: 254.800.2398





MRB Group, P.C.
8834 NORTH CAPITAL OF TEXAS HIGHWAY
SUITE 220, AUSTIN, TX 78759
303 W. CALHOUN AVE
TEMPLE, TX 76501
512-436-8571
WWW.MRBGROUP.COM

FIRM REGISTRATION NUMBERS: TBPELS F-10615 & TBAE BR 63

THIS DRAWING AND OTHER RELATED DOCUMENTS ARE INSTRUMENTS OF MRB GROUP FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ENGINEER OR ARCHITECT SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. MRB GROUP SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. MRB GROUP SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

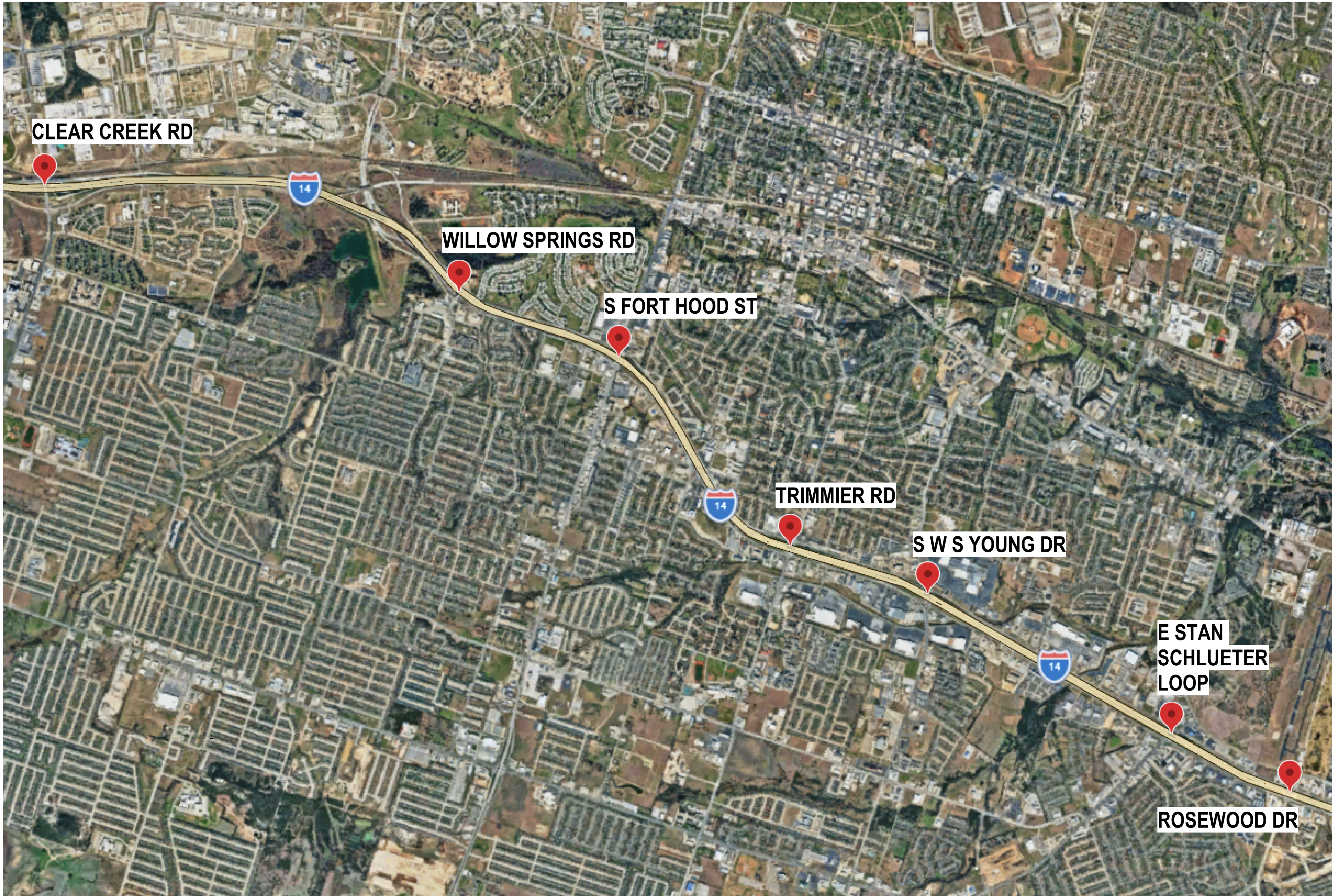
COPYRIGHT © 2026

DRAWING INDEX

- CIVIL

 - C-001 ESTIMATE & QUANTITY SHEET
 - C-002 TRAFFIC CONTROL PLAN
 - C-003 OVERALL PROJECT MAP / PHASING PLAN
- ARCHITECTURAL

 - A-001 GENERAL NOTES
 - A-002 TXDOT SPECIFICATIONS
 - A-101 SITE PLAN - CLEAR CREEK RD
 - A-102 SITE PLAN - WILLOW SPRINGS RD
 - A-103 SITE PLAN - S FORT HOOD ST
 - A-104 SITE PLAN - TRIMMIER RD
 - A-105 SITE PLAN - S W S YOUNG DR
 - A-106 SITE PLAN - E STAN SCHLUETER LOOP
 - A-107 SITE PLAN - ROSEWOOD DR
 - A-201 BRIDGE CONCRETE PAINT DETAILS
 - A-202 BRIDGE CONCRETE PAINT DETAILS



NOT FOR CONSTRUCTION

CITY OF KILLEEN

KILLEEN OVERPASS PAINTING PROJECT

KILLEEN, TX

CLIENT PROJECT #:	1102.26002.000
MRB PROJECT #:	1102.26002.000
DRAWN BY: AC	CHECKED BY: CC
DATE: JULY 6, 2026	BY: JULY 6, 2026
REVISION DESCRIPTION: NOT FOR CONSTRUCTION	

TITLE SHEET

G-000

ABBREVIATIONS

- | Add 439 (Main Sl) bridges contain asbestos. These bridges will be painted. The aesthetic column base shall be installed as specified in the plans prior to painting. | | | |
|--|--|---------------------------------------|---|
| No painting of structures will be allowed between November 1 and April 1 unless otherwise approved. | | | |
| Provide bridge structures with a Surface Area II, rub finish. | | | |
| Provide all culverts with a Surface Area II, rub finish. | | | |
| Table of Special Surface Finishes and Coatings | | | |
| ITEM | SPECIAL SURFACE FINISH | COATING | REMARKS |
| CULVERTS | SURFACE AREA 1 RUB FINISH | NONE | N/A |
| BRIDGES | SURFACE AREA 1 OFF-FORM FINISH OR FORMLINER FINISH | SEE "TABLE OF PAINTED ELEMENTS" BELOW | SEE BRIDGE PLANS FOR ELEMENTS WITH FORMLINER FINISHES |
| BRIDGE OR ROADWAY RAILWAY | OFF-THE-FORM FINISH | NONE | USE WHITE CEMENT* |
| CONCRETE TRAFFIC BARRIER | OFF-THE-FORM FINISH | NONE | USE WHITE CEMENT* |
| *In order to achieve the desired results when white cement is cleaned, the mixture will include manufactured sand. Fly ash will not be allowed in mixture. Verification of mixture materials will be provided to the Engineer prior to beginning work. | | | |
| Apply an Ordinary Surface Finish to elements not listed in "Surface Area I". | | | |
| Special Surface Finishes listed above will not be paid for directly but are considered subsidiary to various bid items. | | | |
| Off-the-Form Surface Finish is supplemented by the following and will apply to Ready-Mixable Concrete Surface Forms only: | | | |
| • Off-the-Form Finish will have a pleasing appearance with minimal color and texture variations and minimal surface defects when observed at a distance of approximately twenty (20) feet. Provide this finish using a non-staining, non-porous, high-quality forming materials as specified under Item 427.3.5. Use the same type of forming materials for like elements for the entire structure. | | | |
| • Engineer will determine acceptability of finished surfaces. | | | |
| • Refurbish or replace forms that have become discolored or cause a variation from the finish established in the mock-up. | | | |
| • Avoid "pink" of concrete due to reddening of young overlaid plywood. Treat plywood or use a release agent that prevents pinking. If pinking occurs, clean the green concrete surface as soon as the forms are removed. If pinking is still not removed by washing or does not disappear with time, clean the plywood after submitting a written cleaning procedure approved. | | | |
| • Use similar curing times for a particular type of element (e.g. bent, rail), when possible. Do not allow more than three (3) days difference in curing duration for form curing, wet mat curing, or a combination of the two. | | | |
| • Once form removal commences on a particular continuous surface, continue work uninterrupted until all forms are removed to prevent discoloration due to differing form-curing times. | | | |
| • Contractor will provide a system such as Visqueen TM plastic sheeting for covering and/or protecting bent and abutment concrete and colored textured concrete from staining until the slab is placed. Sufficient protection should remain after slab placement at the base of bent columns until vegetation is sufficiently established to prevent staining. This system will be reviewed and approved prior to bridge construction. If for any reason the approved system fails to perform properly, the system will be rejected and a new system will be approved prior to beginning bridge construction. Work and materials necessary for protecting concrete will be considered subsidiary to Item 420, "Concrete Structures" and Item 427, "Surface Finishes For Concrete". | | | |
| Dip ramps will be removed from visible sight (after bridge deck/s) are completed. | | | |
| When concrete painting is required, it will be paid for directly. | | | |
| Painting Notes (For Elements Listed in "Table of Painted Elements" below)
All concrete structures to receive a painting system will be water blasted prior to application of the paint. Pressure wash the existing finish on the bridge to remove loose dirt and foreign material. Use potable water only. Blasting grit, detergents and chemical cleaning are not allowed. Do not remove existing asbestos containing material on the bridge. All equipment, labor and materials necessary for pressure washing is subsidiary to Item 427. | | | |
| Water blasting equipment used will be capable of supplying a maximum pressure at the nozzle end of three-thousand four hundred (3400) psi. Use a zero-torque rotary, vibratory or wobble-type nozzle. The nozzle end will be held four (4) to eight (8) inches away from the surface. The surface will be allowed to dry a minimum of twenty-four (24) hours of continuous dry weather after water blasting or concrete wetting before applying paint system. | | | |
| Painting systems for the elements listed below will be a concrete paint comprised of water-based, latex paint meeting TxDOT T-100 specifications. | | | |
| Apply paint when air temperature is fifty (50) degrees and rising and is no greater than ninety-five (95) degrees. Wait a minimum of twenty-four (24) hours after surface has been wetted from cleaning or rain to allow sufficient drying of surface. | | | |
| The Contractor will provide color test sections for the District Landscape Architect's approval prior to painting the actual structures. One test section will be provided for each unique color to be used on the project. These test sections will not be paid for directly but will be considered subsidiary to Item 427, "Surface Finishes For Concrete". | | | |
| Tables of Painted Elements (to be painted in accordance with the above "Painting Notes")
The tables below list elements that are to be painted in accordance with the above-mentioned "Painting Notes." Also included are specified colors for each element. | | | |

FA	FIRE ALARM	PXWI	PAVEMENT
FD	FLOOR DRAIN	PERF	PERFORATED
FDN, FDTN	FOUNDATION	PERM	PERMANENT
FE	FIRE EXTINGUISHER	PL	PLATE
FEC	FIRE EXTINGUISHER CABINET	PLAM	PLASTIC LAMINATE
FF	FINISHED FLOOR	PLAS	PLASTER
FF&E, FFE	FURNITURE, FIXTURES AND EQUIPMENT	PLBG	PLUMBING
		PLYWD	PLYWOOD
FIN	FINISH(ED)	PR	PAIR
FIXT	FIXTURE	PSF	POUNDS PER SQUARE FOOT
FLASH	FLASHING	PSI	POUNDS PER SQUARE INCH
FLEX	FLXIBLE	PT	PRESSURE TREATED, PAINT
FLR, FL	FLOOR(ING)	PTD	PAINTED
FO	FACE OF	PVC	POLYVINYL CHLORIDE
FOC	FACE OF CONCRETE		
FOEW	FACE OF EXISTING WALL	QT	QUARRY TILE
FOF	FACE OF FINISH		
FOM	FACE OF MASONRY	R	RADIUS
FOS	FACE OF STUD	RB	RESILIENT BASE
FOW	FACE OF WALL	RCP	REFLECTED CEILING PLAN



A-001

2024 Specifications		427
Item 427 Surface Finishes for Concrete 		
1.	DESCRIPTION	
	Finish concrete surface as specified.	
2.	MATERIALS	
	Furnish materials in accordance with this Article for the type of surface finish specified.	
2.1.	Coatings.	
2.1.1.	Adhesive Grout and Concrete Paint. Provide coatings in accordance with DMS-8110 , "Coatings for Concrete." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.	
2.1.2.	Opaque Sealer. Provide penetrating-type sealer in accordance with DMS-8110 . Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.	
2.1.3.	Silicone-Based Paint. Provide silicone resin emulsion paint (SREP) meeting the requirements of DMS-8141 , "Paint, Silicon Resin for Concrete." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.	
2.1.4.	Epoxy Waterproofing. Provide Type X epoxy in accordance with DMS-6100 , "Epoxyes and Adhesives," or another approved waterproofing epoxy designed to limit the moisture vapor transmission into a concrete or steel surface. Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.	
2.2.	Exposed Aggregate Finish. Provide approved aggregates meeting the grading requirements shown on the plans. Provide gravel consisting of predominantly rounded particles unless otherwise shown on the plans. Use crushed stone when a bush-hammered finish is desired. Provide a concrete surface retardant. Provide clear Type II permanent anti-graffiti coating in accordance with DMS-8111 , "Anti-Graffiti Coatings."	
3.	EQUIPMENT	
	The Engineer may require demonstration of the equipment's capabilities.	
3.1.	Water Blasting. Use equipment capable of supplying a minimum pressure at the nozzle end of 3,000 psi.	
3.2.	Abrasive Blasting. Use equipment with filters to produce oil-free air and water-free air when dry air is required.	
3.3.	Slurry Blasting. Use equipment capable of combining air and abrasives with water to form wet blast media capable of cleaning and preparing surface without creating dust.	
3.4.	Spraying. Use equipment with fluid and air pressure regulators and gauges to allow for adjustment to produce a uniform spray pattern for coating applications.	
	1	

2024 Specifications		427
3.5.	Off-the-Form Finish Forms. Use nonstaining, nonporous, high-quality forming materials (e.g., steel or medium-density and high-density overlaid plywood forms). Use steel or high-density overlaid plywood forms when the same form will be used more than twice.	
3.6.	Form Liners. Provide form liners capable of producing a patterned finish as shown on the plans. Use form liners that provide a clean release from the concrete surface without pulling or breaking the textured concrete.	
4.	CONSTRUCTION	
	Provide the finish shown on the plans for the specific surface areas.	
4.1.	Surface Areas of Finish. "Surface area of finish" designates the areas where the specified surface is to be applied.	
4.1.1.	Surface Area I. Surface Area I includes the following: ■ surfaces of railing; ■ exterior vertical faces of fascia beams, slabs, slab spans, arches, and box girders; ■ the outside bottom surface of fascia beams and girders; ■ the underside of overhanging slabs to the point of juncture of the supporting beam; ■ the entire underside of slab spans when shown on the plans; ■ vertical and underside surfaces of bents and piers; ■ all surfaces of tie beams, abutments, bridge wingwalls, culvert headwalls and wingwalls, and retaining walls exposed to view after all backfill and embankment are placed; and ■ all other exposed surfaces shown on the plans to require surface treatment.	
4.1.2.	Surface Area II. Surface Area II includes surfaces of railing, all wingwalls, and the exterior vertical faces of slabs.	
4.1.3.	Surface Area III. Surface Area III includes only the top and roadway faces of all concrete railing and bridge wingwalls.	
4.1.4.	Surface Area IV. Surface Area IV includes areas shown on the plans.	
4.2.	Coatings. Apply the coating specified on the plans.	
4.2.1.	Preparation. Clean the surface thoroughly before applying a coating by chemical cleaning, if required, and by blast cleaning. Provide containment that keeps public property, private property, and the environment from being adversely affected by the cleaning and painting operations. Do not discharge washwater into any body of water or conveyance without TCEQ approval. Collect and properly dispose of any paint or debris dislodged by cleaning operations.	
4.2.1.1.	Chemical Cleaning. Clean surfaces contaminated with oil, grease, or other contaminants by scrubbing the area with an approved detergent or other concrete cleaning material before blast cleaning. Do not use a solvent that will stain the surface or inhibit coating adhesion. Perform the following test to check for surface contamination of oil type materials. ■ Spray the surface with a fine mist of potable water. ■ Examine the area to see if water beads up. ■ Clean the surface if beading is found.	
	2	

2024 Specifications		427
4.2.1.2.	Blast Cleaning. Blast clean the designated surface to remove all surface material (including existing coatings), curing compound, and other contaminants before applying a specified coating, leaving a lightly etched uniformly textured surface. Use an approved abrasive propelled by oil-free air with or without the addition of potable water, or blast with potable water with or without the addition of an approved abrasive at sufficient pressure to effectively clean and prepare the surface. Maintain the stand-off distance of the nozzle to at most 12 in. from the surface being cleaned when water blasting. Do not damage concrete surface by gouging, spalling, or exposing coarse aggregate by the blasting operation. Blow clean oil- and moisture-free air on all surfaces with sufficient pressure to remove loose particles immediately before application of any coating. Perform the following test to check for surface cleanliness as directed. ■ Press a 10-in. long strip of 2-in. wide clear packing tape on the surface by rubbing with moderate pressure. ■ Grasp the free end of the tape and remove the tape from the surface with a sharp jerk. ■ Examine the surface of the tape for clinging particles. Continue cleaning the concrete surface until there are no particles clinging to the tape surface for subsequent tests. An additional test that can be used to check the surface for dust is to wipe the surface with a dark cloth and then examine the cloth for discoloration.	
4.2.2.	Coating Application. Mix coating materials in conformance with the manufacturer's instructions and thoroughly enough with a mechanical mixer at a speed that causes the mixture to rotate entirely in the container. Ensure complete mixing by probing the container using a stirring device searching for non-dispersed or settled material. Apply coatings once the new concrete has aged at least 28 days, except for the adhesive grout coating. Do not apply coatings when weather conditions will be detrimental to the final surface finish as determined by the Engineer. Do not apply coatings when surface temperature of the concrete exceeds 110°F. Apply coatings on a dry surface. Do not thin material unless approved. Apply when ambient temperature is between 50°F and 100°F. Apply coatings to obtain a consistent color, texture, and appearance. Apply concrete paint in two coats for a total maximum application rate of 150 sq. ft. per gallon. Apply opaque sealer in two coats for a total maximum application rate of 200 sq. ft. per gallon. Apply silicone resin paint in two coats at a rate not exceeding 300 sq. ft. per gallon per coat. Wait at least 12 hr. between coats for silicone resin paint. Apply epoxy waterproofing at a maximum application rate of 100 sq. ft. per gallon. For epoxy waterproofing, apply a thin uniform film of mixed epoxy to the substrate using a short nap roller or brush. The epoxy may be sprayed in conformance with the thinning requirements of the manufacturer. No more than 15% reduction is permitted. Repair coatings that exhibit peeling, flaking, or discoloration or have been damaged during construction. Remove defective or damaged coating. Clean and recoat repair area in accordance with this Item.	
4.2.2.1.	Epoxy Waterproofing. Mix epoxy in conformance with manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft. per gallon. Apply a thin uniform film of mixed epoxy to the substrate using a short nap roller or brush. The epoxy may be sprayed in conformance with the thinning requirements of the manufacturer. No more than 15% reduction is permitted.	
4.2.2.2.	Adhesive Grout. Apply coating on a moistened surface to a uniform minimum thickness of 1/16 in. Apply when ambient temperature is at least 50°F.	
	3	

2024 Specifications		427
4.3.	Special Surface Finishes. Submit a work plan to the Engineer for any special finish shown on the plans. Include in the work plan the type of aggregates, materials, variation of panel or pattern arrangement, dimensions, construction methods, and other features affecting the work as necessary for the "Special Surface Finish" specified.	
4.3.1.	Blast Finish. Provide surface profile as shown on the plans, or meet the minimum requirements of Section 427.4.2.1., "Preparation." Construct a 4 × 4-ft. sample panel using the same concrete used in construction of the member to receive the blast finish. Prepare the surface of the sample panel to meet the specified finish, and obtain approval of the sample finish. Use the approved sample panel finish as the standard for surfaces requiring a blast finish.	
4.3.2.	Slurry Coat Finish. Provide cementitious slurry coat finish to concrete surfaces within 14 days of placing concrete or later as approved. Water blast surface to moisten surface before application when application of slurry coat occurs more than 14 days after placing concrete. Do not apply slurry coat finish to surfaces receiving another type of coating finish. Submit for approval proposed slurry recipe including cement, latex concrete additive, with or without sand, and other additives before application. The Engineer will direct the level of surface texture the slurry coat will have, whether to include sand, and what fineness of sand is to be used. Tint mixture of slurry as specified on the plans and as directed. Maintain consistent slurry throughout project, only modifying recipe to account for color variations noticed as work progresses. Rub in slurry using carborundum stone, stiff bristle brush, or other approved device. Limit thickness of applied slurry to a maximum of 1/16 in. Demonstrate application methods for slurry coat and obtain approval of proposed surface. Apply slurry coat to obtain a tightly adhering cementitious finish to concrete surface. Remove material and resapply if slurry coat is not tightly adhering or is cracked.	
4.3.3.	Rub Finish. Provide a finish to the surface by rubbing the surface with a carborundum stone or other approved material. Begin rubbing the surface immediately after forms have been removed. Provide blast finish or other finish as directed at no additional cost to the Department if rubbing surface is delayed to the point where the surface is dry and unable to be rubbed to produce an acceptable finish. Perform the requirements to obtain the ordinary surface finish specified in Section 420.4.13., "Ordinary Surface Finish," concurrently with rubbing the surface. Rub concrete-patching areas after the patch material has thoroughly set and blend the patch in with the surrounding area to produce a surface with uniform color and texture where concrete patching is performed. Keep the surface continuously wet after form removal until the rubbing is complete. Rub the surface sufficiently to bring the wetted concrete surface to a paste, producing a smooth, dense surface without pits, form marks, or other irregularities. Do not use cement grout to form the paste on the surface. Stripe the surface using a brush to conceal the rubbing pattern and allow the paste to reset. Wash the concrete with potable water after the paste has sufficiently set to leave it with a neat and uniform appearance and texture. Apply membrane curing, if required, in accordance with Item 420, "Concrete Substructures," after rubbing is complete.	
4.3.4.	Off-the-Form Finish. Provide a finish with minimal surface defects and uniform color and texture by using non-staining, non-porous, high-quality forming materials. Use the same type of forming materials for like elements for the entire structure. Use mortar-tight forms to prevent leakage and discoloration. Seal joints using compressible gasket material, caulk, or tape, or by other suitable means that are not detrimental to the concrete finish, if necessary. Use one brand and type of form-release agents for all surfaces unless another product produces a similar concrete surface appearance. Do not use barrier-type (e.g., wax, fuel oil, and carrier oil) release agents. Use form-release agents containing a rust inhibitor on steel forms. Clean rust off steel forms before use. Use plywood that will not cause discoloration of the concrete surface.	
	4	

2024 Specifications		427
	Direct special attention to consolidation and vibration of the concrete around the form surfaces to minimize bug holes. Modify concrete placement and vibration techniques if surface contains an excessive amount of bug holes. Remove all forms without interruption once form removal begins to prevent discoloration due to differing form curing times. Do not use membrane curing on surfaces with off-the-form finish.	
4.3.5.	Repair honeycombed and spall areas with least dimension larger than 2 in. in accordance with the concrete surface repair procedures in Item 420 to obtain an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish." Patch honeycombed and spall areas with least dimension greater than 3/4 in. but smaller than 2 in. by filling defect with repair material omitting the chipping operation. Do not patch honeycombed and spall areas with least dimension smaller than 3/4 in. Perform required repairs as soon as forms are removed. Match repair material color and texture with surrounding concrete surfaces. Minimize the area of repair by not smearing the repair material over acceptable concrete surfaces while attempting to blend the repair with the surrounding concrete. Cut out form ties at least 1/2 in. below the surface, and patch accordingly. Perform repair work as soon as possible after removing forms so that concrete and repair materials have similar ages. Replace or refurbish the forms when the Engineer determines defective formwork is causing an excessive amount of repair work.	
	Form Liner Finish. Provide patterned finish as shown on the plans. Do not splice form liner panels in a way that causes a noticeable transition or line between pieces. Wash and clean form liners after each use when the forms can be reused. Replace form liners that have become damaged or worn.	
	Construct a sample panel for each form liner finish. Approval is required to verify the sample panel meets the requirements shown on the plans and in conformance with specifications before beginning work. Upon approval, the sample panel becomes the model panel to which all other work will be compared. Deviation in color, grade, or depth from the model panel is grounds for rejection of the form liner finish. Removal of defective work may be necessary as determined by the Engineer and in accordance with the surface finish requirements in Item 420 to obtain an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish."	
	Seal all form liner joints in a manner acceptable to the Engineer to prevent leakage at the surface.	
4.3.6.	Exposed Aggregate Finish. Provide exposed aggregate finish as shown on the plans. Provide a depth of finish between 3/8 in. and 1/2 in. unless directed otherwise. Apply a concrete surface retarder that penetrates approximately 1/4 in. into the forms or concrete surface to help achieve the desired finish. Apply two or three coats to wood forms to account for absorption if necessary. Tape or caulk form joints to prevent escape of the retarder during the placing operations. Protect the form surfaces from sun and rain while exposed to the atmosphere. Re-treat form surfaces with retarder if disturbed. Protect adjacent areas of concrete not requiring exposed aggregate finish from the retarder. Remove forms 12–15 hr. after concrete placement but not before concrete has gained sufficient strength to support the self-weight of the member, unless directed otherwise. Expose the aggregate for the finish immediately after form removal. Remove the grout paste covering the aggregate to be exposed by an approved method. Do not loosen the aggregate by the grout removal operation. Maintain required curing on all surfaces except for the time while the aggregate is being exposed. Cure using wet mats or membrane after the aggregate is exposed. Repair defective areas as determined by the Engineer. Re-clean exposed aggregate surfaces by an approved method. Apply a coat of clear Type II permanent anti-graffiti coating to cleaned exposed aggregate surface. Apply anti-graffiti coatings by spray, roller, or brush at the application rates recommended by the manufacturer and in accordance with Item 740, "Graffiti Removal and Anti-Graffiti Coating."	
	5	

2024 Specifications		427
5.	MEASUREMENT	
	When surface finishes for concrete are shown on the plans to be a pay item, measurement will be by the square foot of the type of surface finish specified. This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurement or calculations will be made if adjustments of quantities are required.	
6.	PAYMENT	
	Unless otherwise shown on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly, but will be subsidiary to pertinent items. When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals. Slurry coat, rub, off-the-form, form liner, or exposed aggregate finishes (including anti-graffiti coating) will not be paid for under this item, but will be subsidiary to other pertinent items.	
	6	



MRB Group, P.C.
8834 NORTH CAPITAL OF TEXAS HIGHWAY
SUITE 220, AUSTIN, TX 78759
303 W. CALHOUN AVE
TEMPLE, TX 76801
512-436-8571
WWW.MRBGROUP.COM

FIRM REGISTRATION NUMBERS: TPBELS F-10615 & TBAE BR 63

THE DRAWING AND OTHER RELATED DOCUMENTS ARE INSTRUMENTS OF MRB GROUP FOR USE IN CONNECTION WITH THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ENGINEER OR ARCHITECT SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. MRB GROUP AND OTHER RELATED DOCUMENTS ARE INSTRUMENTS OF MRB GROUP FOR USE IN CONNECTION WITH THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ENGINEER OR ARCHITECT SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

COPYRIGHT © 2025

CITY OF KILLEEN

KILLEEN OVERPASS PAINTING PROJECT

KILLEEN, TX

CLIENT PROJECT #:

MRB PROJECT #:

DRAWN BY:
CHECKED BY:

BY
DATE

REVISION DESCRIPTION

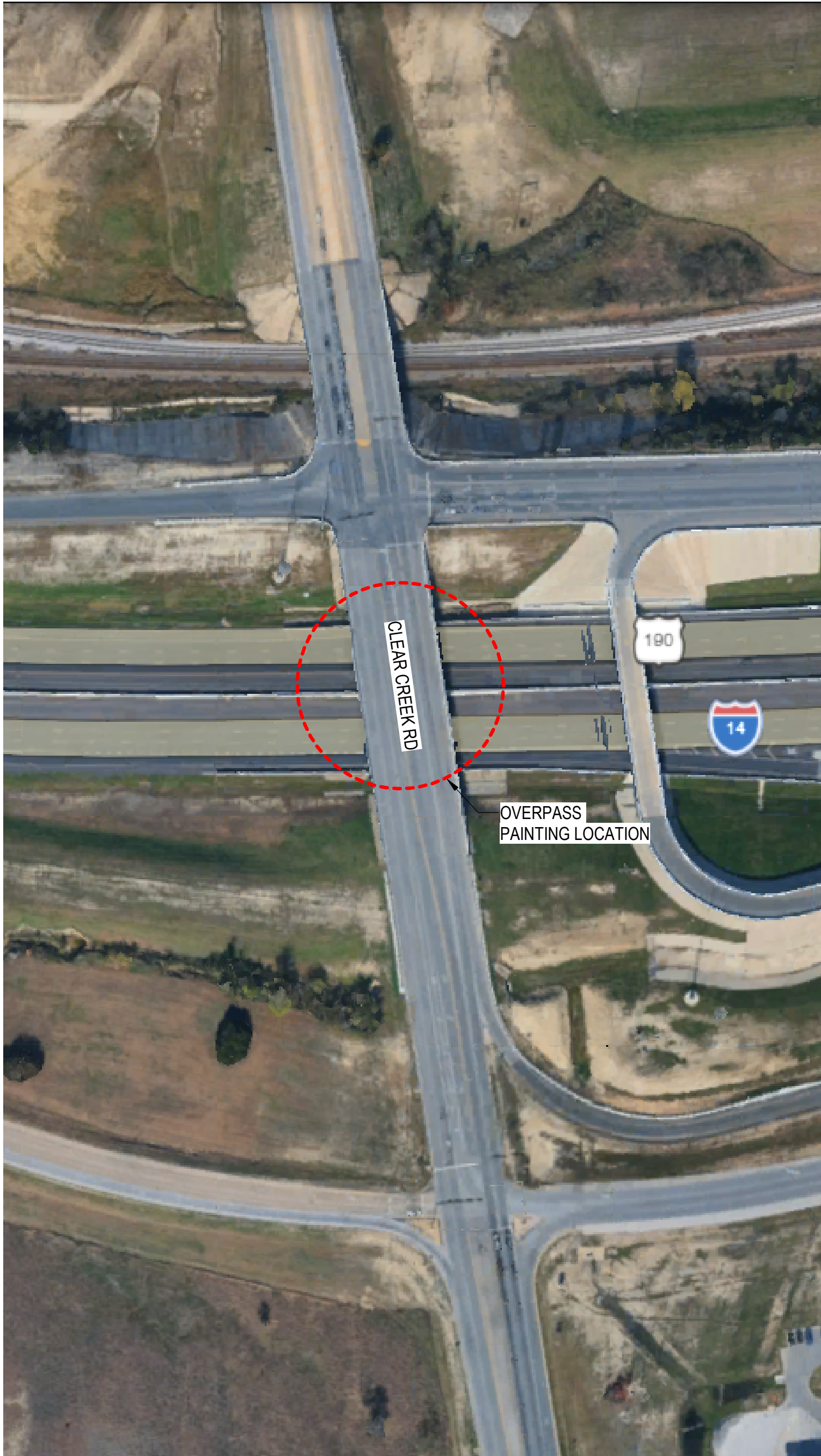
1102.26002.000

NOT FOR CONSTRUCTION

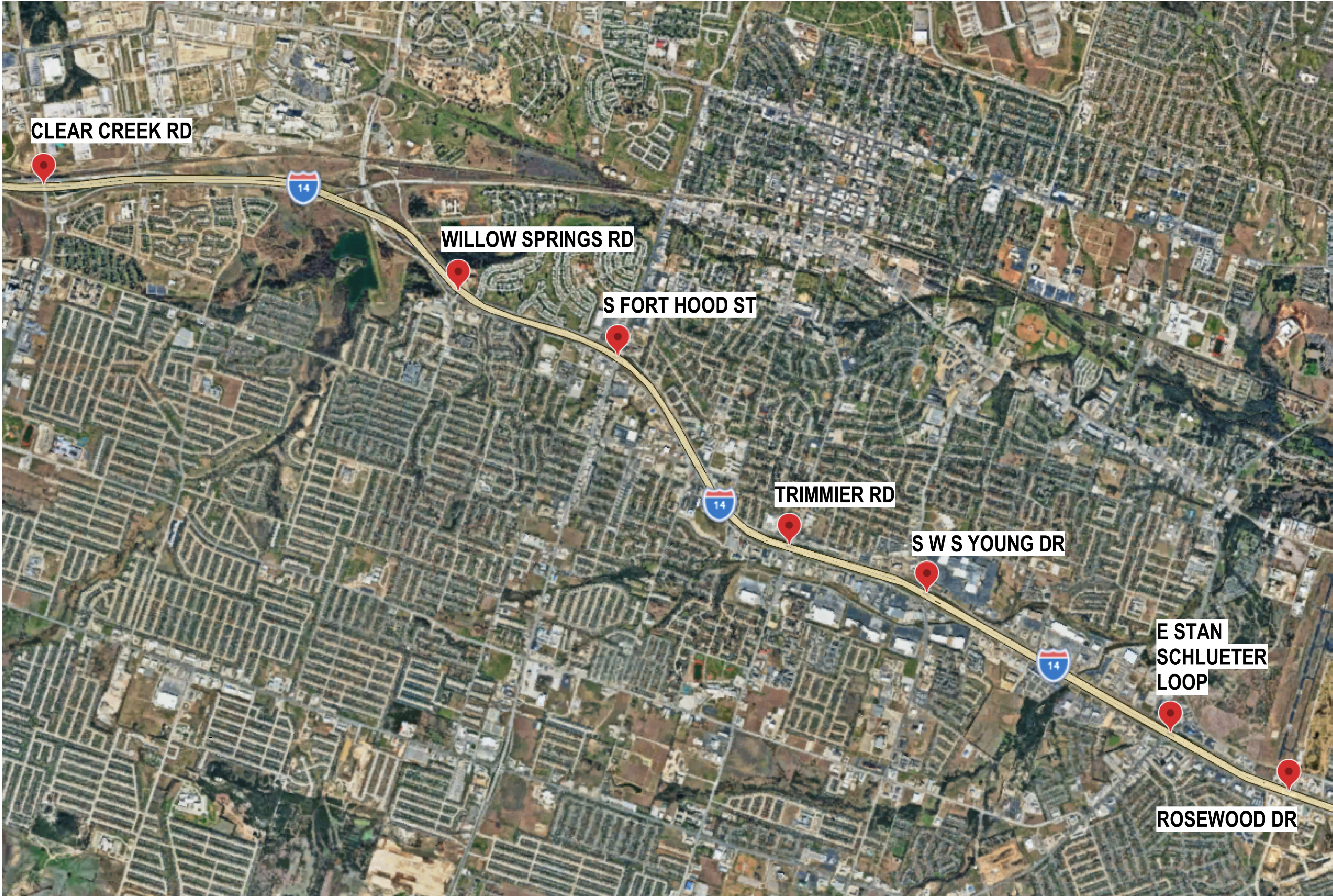
JULY 6, 2026

TXDOT SPECIFICATIONS

A-002



2 SITE MAP - CLEAR CREEK RD
N.T.S.



OVERALL SITE MAP
N.T.S.

CITY OF KILLEEN
**KILLEEN OVERPASS PAINTING
PROJECT**
KILLEEN, TX

CLIENT PROJECT #:

1102.26002.000

MRB PROJECT #:

DRAWN BY:
CHECKED BY:

Author
Checker

DATE
JULY 6, 2026

REVISION DESCRIPTION
NOT FOR CONSTRUCTION

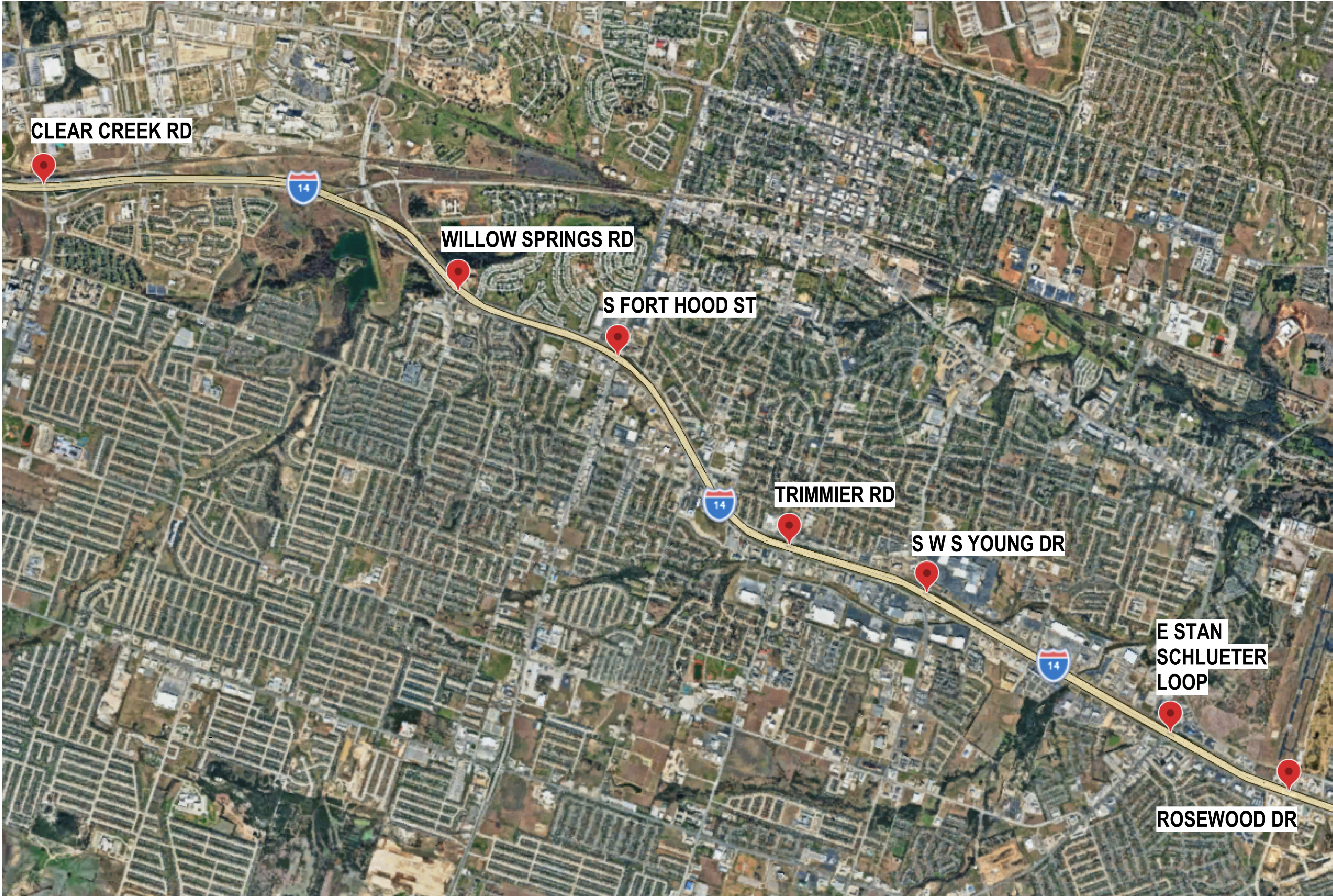
SITE PLAN - CLEAR CREEK
RD

A-101





2 SITE MAP - S FORT HOOD ST
N.T.S.



OVERALL SITE MAP
N.T.S.

CITY OF KILLEEN
**KILLEEN OVERPASS PAINTING
PROJECT**
KILLEEN, TX

CLIENT PROJECT #:

1102.26002.000

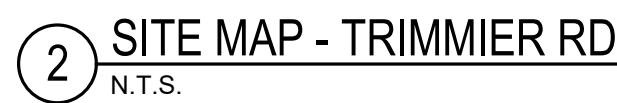
MRB PROJECT #:

DRAWN BY: Author
CHECKED BY: Checker

DATE
JULY 6, 2026

REVISION DESCRIPTION
NOT FOR CONSTRUCTION

SITE PLAN - S FORT HOOD ST



CITY OF KILLEEN
KILLEEN OVERPASS PAINTING
PROJECT
KILLEEN, TX

OVERPASS PROJECT
KILLEEN, TX

CONCLUSIONS

1102.26002.000

WILLIAM ROBERTS, JR.

Checker

CHECKED BY:

JULY 6, 2026

NOT FOR CONSTRUCTION

SITE PLAN - TRIMMIER RD

A-104



CITY OF KILLEEN
**KILLEEN OVERPASS PAINTING
PROJECT**
KILLEEN, TX

#	REVISION DESCRIPTION	DATE	BY
	NOT FOR CONSTRUCTION	JULY 6, 2026	

SITE PLAN - S W S YOUNG DR

A-105





#	REVISION DESCRIPTION	DATE	BY
	NOT FOR CONSTRUCTION	JULY 6, 2026	

CITY OF KILLEEN

KILLEEN OVERPASS PAINTING PROJECT

KILLEEN, TX

DRAWN BY:
CHECKED BY:

Author
Checker

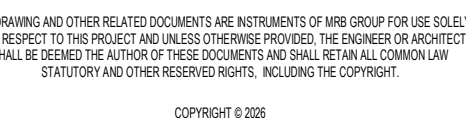
MRB PROJECT #:

1102.26002.000

CLIENT PROJECT #:



WHITE	SW 7757 'HIGH REFLECTIVE WHITE'
CREAM	SW 7517 'RIVERS EDGE'
DARK BLUE	SW 9178 'IN THE NAVY'
LIGHT BLUE	SW 9177 'SALTY DOG'
KILLEEN BLUE	SW CUSTOM MATCH TO PANTONE 288 C
KILLEEN RED	SW CUSTOM MATCH TO PANTONE 1797 C
DARK BROWN	SW 6075 'GARRET GRAY'
LIGHT BROWN	SW 6071 'POPULAR GRAY'



NOT FOR CONSTRUCTION

A-201



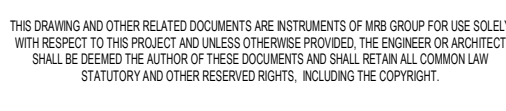
NOTES:

1. LETTERING AND COLORS SHALL MATCH THE CITY LOGO.
2. LETTERING SHALL BE SCALED TO FIT INSIDE THE OUTSIDE FACE OF THE BEAMS AND SUBMITTED FOR APPROVAL TO A REP. OF THE CITY OF KILLEEN.
3. EXACT LOCATION & SITE SHALL BE DETERMINED AND APPROVED BY THE ENGINEER AND A REPRESENTATIVE OF THE CITY OF KILLEEN IN THE FIELD.
4. STENCILS SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE AND WILL BE SUBSIDIARY TO ITEM 427



1. TxDOT ITEM 427-6002 SURFACE FINISHES FOR CONCRETE
2. COLORS SELECTED ARE SHERWIN WILLIAMS OR EQUAL.
3. ALL EXPOSED FACES TO BE PAINTED, TYP.

WHITE	SW 7757 'HIGH REFLECTIVE WHITE'
CREAM	SW 7517 'RIVERS EDGE'
DARK BLUE	SW 9178 'IN THE NAVY'
LIGHT BLUE	SW 9177 'SALTY DOG'
KILLEEN BLUE	SW CUSTOM MATCH TO PANTONE 288 C
KILLEEN RED	SW CUSTOM MATCH TO PANTONE 1797 C
DARK BROWN	SW 6075 'GARRET GRAY'
LIGHT BROWN	SW 6071 'POPULAR GRAY'



CITY OF KILLEEN KILLEEN OVERPASS PAINTING PROJECT KILLEEN, TX	PROJECT #: 1102.26002.000	CLIENT PROJECT #:
--	-------------------------------------	-------------------

DRAWN BY:	Author
CHECKED BY:	Checker

DATE	BY
JULY 6, 2026	

REVISION DESCRIPTION

BRIDGE CONCRETE PAINT DETAILS

A-202

Mural Guidelines

General

Integration of the transportation system to reflect community values may be achieved through enhancements that include third party installed Murals (referred to herein as a Mural or Murals.) This program provides a method for the Texas Department of Transportation (TxDOT) to permit enhancement of transportation facilities by third parties (sometimes herein referred to as Permittee.)

A Mural is defined as any nonintegral or nonrequired art work or graphic design within TxDOT right of way. The approval of a Mural proposal shall be made with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support, and maintainability. Proposals for the placement of a Mural must comply with these guidelines.

Guidance

Under certain circumstances, TxDOT may be amenable to the enrichment of the cultural and visual environment for transportation system users and local communities by facilitating and coordinating the integration of Murals within the operational highway right-of-way, through the Mural Agreement process.

Murals are to be solely funded and maintained by a Permittee. TxDOT will collaborate with the responsible Permittee supporting the proposed Mural.

Murals are discretionary features within the transportation corridor. The incorporation of a Mural will be evaluated for its potential for creating a distraction to motorists. TxDOT retains sole discretion for determining the location, appropriate size, content, colors, and other elements of a Mural. TxDOT shall have responsibility for approval of all Murals on the State highway system and in addition, the Federal Highway Administration (FHWA) must approve Murals on the interstate system.

Review/Approval Process

Mural submittals shall be reviewed with primary considerations to safety (location), appropriateness, aesthetics and access for maintenance purposes.

The Permittee shall submit a Mural proposal to the District Engineer. The District Engineer has approval authority for these proposals. If the Mural is proposed for an interstate facility, the District shall coordinate with the Maintenance Division for additional processing and FHWA review and approval.

The Mural Agreement must be fully executed by both TxDOT and the Permittee prior to the commencement of any work associated with the Mural project.

Financial Responsibilities

All costs for the proposed Mural design, installation, access for maintenance, maintenance, and if required, removal of the Mural shall be the responsibility of the Permittee .

The Mural Agreement shall stipulate that the Permittee shall hold harmless, indemnify, and defend the State against any action associated with a Mural. TxDOT will assume the administrative costs associated with Mural proposal reviews, and developing, issuing, and

monitoring the Mural Agreement for approved Mural projects. All other costs, including labor, materials, supplies, and traffic control (if required) for design, engineering, , installation, maintenance, and removal of the Mural shall be the responsibility of the Permittee.

Maintenance

The Permittee shall be required to provide for regularly scheduled maintenance, as described in the Mural Agreement, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Mural and graffiti removal. Murals shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to current TxDOT policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti.

Removal

The Permittee shall remove a Mural, which in the opinion of TxDOT creates a safety or operational concern due to deterioration or inadequate maintenance. TxDOT will notify the Permittee when it has determined that the Mural requires special attention. In the event the Permittee fails to maintain, repair, rehabilitate, or remove the Mural in a timely manner, TxDOT may remove the Mural after 30 days following notification to the Permittee, and bill the Permittee for all costs of removal and restoration of the area.

TxDOT reserves the right to remove the Mural due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Permittee. TxDOT will strive to notify the Permittee of its intent to remove the Mural to allow for timely removal and salvage by the Permittee (if possible).

TxDOT reserves the right to remove or alter any Mural that presents an immediate safety hazard to the public without delay or advanced notification to the Permittee.

Design and Placement of Murals

Proposed Murals shall:

1. Be of design with colors and materials approved by TxDOT.
2. Include approved protective graffiti coatings.
3. Be appropriate to its proposed setting and community context.
4. Be in proper size and scale with its surroundings.
5. Be composed of materials that are durable for the projected life span of the Mural project.
6. Be located where maintenance can be safely performed, as specified in the Mural Agreement and in conformance with TxDOT procedures.
7. Be subject to the review and approval of TxDOT in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

Proposed Murals shall not:

1. Be allowed within the center median areas of interstate highway right-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort or advertising.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Create a distraction to the motoring public, for example, may not be so large that it demands attention from the motorist.
6. Include reflective or glaring surface finishes.
7. Include illumination.

8. Include moving elements (kinetic art) or simulate movement.
9. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
10. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.
11. Require the removal of trees or other vegetation for visibility, or harm trees during installation. Pruning of tree branches or roots, and removal of shrubs should be avoided.
12. Negatively impact existing highway features, including existing signs.

Submittal Requirements for Mural Proposals

The Permittee shall provide the Department documentation that describes the Permittee's:

1. Funding responsibility.
2. Commitment to ensure maintenance of the Mural, including timely graffiti removal/repair, and removal (or restoration) of the Mural as needed.
3. Proposed schedule for commencing and completing the Mural installation.

Exhibits, plans, and details shall include, but are not limited to the following:

1. A full description of the proposed Mural, including design, location, and installation techniques, details necessary to convey installation methods, proposed color scheme, proposed materials, including, but not limited to, paint and protective coatings.
2. Specifications for proposed materials, including material data sheets.
3. A scaled drawing indicating the placement of the proposed Mural.
4. Elevations and details clearly illustrating and dimensioning the Mural (the Mural must be aesthetically pleasing).
5. Installation schedule.
6. Cost estimate.
7. Traffic control plans and provisions if required.
8. Proposed maintenance plan and schedule (including proposed access for maintenance purposes).

The Permittee shall adhere to and maintain compliance with departmental rules, regulations, state and federal laws, and any additional requirements TxDOT may apply to the project. If, at any time during the process, TxDOT recommends any changes for a proposal that has not yet received final approval, the proposal may be returned to the Permittee for revision. Once TxDOT approves a Mural proposal, no changes shall be made to the Mural without prior written approval of the District Engineer. For Murals located on interstate highways, changes must be submitted to FHWA for approval.