



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Meeting Agenda Public Utilities Board

Monday, July 13, 2026

9:00 AM

Council Work Session Room

REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD

Citizens will be able to participate in the following way:

- eComment – The agenda was posted online at <https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the Public Utilities Board immediately upon submission and recorded by the Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, July 13, 2026 at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

This section of the agenda permits a person to make comments regarding public business on items as listed on the agenda. Each speaker will be allowed a maximum of four (4) minutes. Such person(s) shall have registered under the REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD detailed at the beginning of this agenda. Registration is required prior to the time this agenda item is read into the record.

2. CONSENT AGENDA

Each of the items on the Consent Agenda is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations. Approval of the Consent Agenda authorizes the City Manager or designee to implement each item in accordance with the Staff recommendations. The Public Utilities Board has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

Listed below are bids, purchase orders, contracts, and other items to be approved for payment or other action under the Consent Agenda (Agenda Items A – E). This listing is provided on the Consent Agenda to allow Public Utilities Board Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

- A. [PUB26-102](#) Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 3 to the Standard Utility

Agreement (“Agreement”) by and between the City of Denton and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and/or relocation of water utilities along IH-35E from Mayhill to Loop 288 more specifically called the IH-35E/Mayhill Utility Relocations Project (Utility ID No. U00008008) for water relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of Five Hundred Fifty-Six Thousand, Four Hundred Ninety-Six and 55/100 dollars (\$556,496.55) therefore; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Agreement](#)
 [Exhibit 3 - Original Agreement](#)

- B. [PUB26-103](#)** Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement (“Agreement”) by and between the City of Denton (“City”) and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of city facilities of both water and wastewater utilities along I-35E from US 380/University to Milam Road (“ Utility Relocations Project” (TxDOT CSJ# 0195-02-074)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed \$8,598,481.46 for water and wastewater utility relocation efforts; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Agreement](#)
 [Exhibit 3 - Original Agreement](#)

- C. [PUB26-104](#)** Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement (“Agreement”) by and between the City of Denton (“City”) and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of city facilities of both water and wastewater utilities along IH-35E from US 380/University to Milam Road (“ Utility Relocations Project” (TxDOT CSJ# 0195-03-087)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed \$13,898,958.57 for water and wastewater utility relocation; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Agreement](#)
 [Exhibit 3 - Original Agreement](#)

- D. [PUB26-105](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Samsara Inc., amending the contract approved by City Council on June 3, 2025, in the not-to-exceed amount of \$434,929.00; said first amendment to provide additional devices for the light duty vehicles for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (File 8679 - providing for an additional first amendment expenditure amount not-to-exceed \$73,685.00, with the total contract amount not-to-exceed \$508,614.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Original Ordinance](#)
 [Exhibit 3 - Ordinance and Amendment 1](#)

- E. [PUB26-106](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 9050 for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric; and providing an effective date (RFP 9050).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [PUB26-108](#) Consider approval of the June 22, 2026 minutes.

Attachments: [6.22.2026 PUB Minutes](#)

- B. [PUB26-113](#) Consider recommending approval of a resolution of the City of Denton, Texas authorizing the submission of an application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant Program in an amount up to \$35,000,000 for the funding of an Advanced Metering Infrastructure project; designating the City Manager as the authorized representative of the City for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB, and to take those actions necessary in connection with such application, award and administration of the grant; designating the City's financial advisor, engineer and bond counsel and authorizing them to aid, assist and appear on behalf of the City before TWDB; approving the TWDB application filing and authorized representative resolution document and the execution thereof by the Mayor; and providing an effective date.

Attachments: [Exhibit 1: Agenda Information Sheet](#)
 [Exhibit 2: Resolution](#)
 [Exhibit 3: Presentation](#)

- C. [PUB26-107](#) Management Reports
 1. Future Agenda Items
 2. New Business Action Items

Attachments: [Future Agenda Items](#)
 [New Business Action Items](#)

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Public Utilities Board or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Following the completion of the Regular Meeting, the Public Utilities Board will convene in a Work Session at which the following items will be considered:

WORK SESSION

- A. [PUB26-053](#) Receive a report, hold a discussion, and give staff direction regarding the Solid Waste, Water, Wastewater, Drainage, Electric, and Customer Service budgets.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Presentation](#)

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on July 7, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
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AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: July 13, 2026

SUBJECT

Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 3 to the Standard Utility Agreement (“Agreement”) by and between the City of Denton and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and/or relocation of water utilities along IH-35E from Mayhill to Loop 288 more specifically called the IH-35E/Mayhill Utility Relocations Project (Utility ID No. U00008008) for water relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of Five Hundred Fifty-Six Thousand, Four Hundred Ninety-Six and 55/100 dollars (\$556,496.55) therefore; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

In anticipation of the I-35E widening project, the City is responsible for relocating the city owned utilities outside of the newly acquired TxDOT right-of-way. In November 2022, the City and TxDOT entered into an agreement for the water and wastewater utilities to be relocated for the I-35E/Mayhill section of the project.

The Water and Wastewater Standard Utility Agreements No’s. U00008008 and U00011546 authorized reimbursement to the City for all costs associated with the City’s I-35E/Mayhill Utility Relocation Project between Mayhill and Loop 288 with the exception of the City’s elective betterment where we upsized from the equivalent 20-Inch-High Density Polyethylene (“HDPE”) water pipe to a 24-Inch HDPE water pipe in anticipation of the City’s continued growth. The cost of this elective betterment including design and construction that will not be reimbursed by TxDOT was \$782,065.00.

Upon completion of the project and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed by TxDOT to increase the estimated reimbursement amount from \$17,240,049.84 to \$17,796,546.39. The City has been reimbursed to date \$12,552,154.37.

RECOMMENDATION

Staff recommends approval of the ordinance.

ESTIMATED SCHEDULE OF PROJECT

The City’s I-35/Mayhill Utility Relocation Project was completed in March of 2024. Right of way easement acquisitions went through eminent domain and were finalized in November of 2025.

PRIOR ACTION/REVIEW

Nov. 15, 2022, the City of Denton authorized the Standard Utility Agreement (Ordinance No. 22-2391) with TxDOT approving reimbursements in the amount of \$16,189,482.25.

Sep. 24, 2023, Supplemental No 1. included plans that were not issued with the SUA. There was no change in the reimbursement value.

Jun. 18, 2024, The City of Denton authorized Supplemental No. 2 (Ordinance No. 24-1123) with TxDOT approving reimbursements in the amount of \$17,240,049.84

FISCAL INFORMATION

The City’s reimbursable financial obligation would increase \$556,496.55, totaling \$17,796,546.39 in reimbursements from TxDOT. The funding was provided from account 630440517.1365.40100 (W Project Funding). Reimbursements will be deposited into account 4440.4642.

EXHIBITS

- Exhibit 1 – Agenda Information Sheet
- Exhibit 2 – Ordinance and Agreement
- Exhibit 3 – Original Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact Kristine Stewart at 940-349-8537.

Legal point of contact: Trerod Hall at 940-349-8336.

ORDINANCE NO. 26-

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL AGREEMENT NO. 3 TO THE STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISITION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND/OR RELOCATION OF WATER UTILITIES ALONG IH-35E FROM MAYHILL TO LOOP 288 MORE SPECIFICALLY CALLED THE IH-35E/MAYHILL UTILITY RELOCATIONS PROJECT (UTILITY ID NO. U00008008) FOR WATER RELOCATION EFFORTS, WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS NOT TO EXCEED AN INCREASE OF FIVE HUNDRED FIFTY-SIX THOUSAND, FOUR HUNDRED NINETY-SIX AND 55/100 DOLLARS (\$556,496.55) THEREFORE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2022, City Council authorized Ordinance No. 22-2391 for the approval and execution of the Standard Utility Agreement for water utility relocations on project U00008008 in the amount of \$16,189,482.25 and executed the related agreement on January 18, 2023; and

WHEREAS, on June 18, 2024, City Council authorized Ordinance No. 24-1123 for the approval and execution of the Standard Utility Agreement Supplemental #2 for water utility relocations on project U00008008 in the amount of \$17,240,049.84 and executed the related agreement on June 30, 2024; and

WHEREAS, the Agreement will increase the reimbursement available to the City by an additional \$556,496.55 for all eligible costs associated with the City’s IH-35E/Mayhill Utility Relocation Project between Mayhill and Loop 288 (the “Project”) for a total reimbursement of \$17,796,546.39; and

WHEREAS, the City Council having considered the importance of the Project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreement;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or designee, is hereby authorized to execute on behalf of the City; Supplemental Agreement No. 3 to the Standard Utility Agreement No. U00008008 for water utilities relocations, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed FIVE HUNDRED FIFTY-SIX THOUSAND, FOUR HUNDRED NINETY-SIX AND 55/100 DOLLARS (\$556,496.55) for Utility ID No. U00008008

SECTION 4. The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the Agreement.

SECTION 5. The City Manager, or designee, is the City’s designated, authorized official, with the power to authorize, accept, reject, alter or terminate the Agreement on behalf of the City and act on behalf of the City of Denton in all matters related to the Agreement and any subsequent agreements that may result.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Chris Watts, Mayor:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  _____



Standard Utility Agreement Supplemental Agreement No. 3 to U Number N/A Utility ID U00008008

District: Dallas
ROW Project ID: R00006793
ROW CSJ: 0196-01-114
Construction CSJ: 0196-01-106
Proposed Highway Project Letting Date: 9/1/2023

County: Denton
Highway: IH 35E
From: South of Mayhill
To: South of SL 288

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on June 30, 2024 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: update city labor rates and easement costs, and to include temporary signage, mobilization, site preparation, storm water pollution prevention device (installation & removal) costs (cost estimate lines 1 through 5), which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is increased or decreased to a total of \$17,796,546.39, or no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

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

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Denton

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

<p style="text-align: center;">THE STATE OF TEXAS</p> <p>Executed and approved for the Texas Transportation Commission 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.</p> <p>By: _____ District Engineer (or designee)</p> <p>Date: _____</p>

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:
 - 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” (Continued) Plans, Specifications, and Estimated Costs

Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) *Articles, materials, or supplies that have been:*

(i) *Processed into a specific form and shape; or*

(ii) *Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*

(2) *If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

Signature

Title

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment “B” Accounting Method

Not Applicable

Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment "C" Schedule of Work

Not Applicable

Estimated Start Date (mm/dd/yyyy): _____, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): _____

Estimated Completion Date (mm/dd/yyyy): _____

Initial Date
TxDOT

Initial Date
Utility

Attachment "D" Statement Covering Contract Work

Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use a consultant contract (verification of fee schedule is required).
- TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

Not Applicable

- Utility Joint Use Agreement (ROW–U–JUA)
 - Plans with joint use area highlighted are included.
- RULIS Permit Number:
The utility should obtain an approved permit before the start of construction inside of the highway right of way.
- Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Not Applicable

Eligibility Ratio established: _____ %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- Toll Road (Minimum of 50%)
- SP2125 Approved Application (100%)
Minute Order #: _____
- Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Attachment "G" Betterment Calculation and Estimate

Not Applicable

- Elective Betterment Ratio established: _____ %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide explanation below)

- Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

Attachment “H” Proof of Property Interest

Not Applicable

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest is documented through applicable affidavits and required attachments.

ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

SP2125

Master Utility Agreement

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility



4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

January 13, 2023

Mrs. Sara Hensley, City Manager
City of Denton
216 E. McKinney St.
Denton, TX 76201

RE: Approved Standard Utility Agreement – UID: U00008008
City of Denton
IH 35E From: South of Mayhill to: South of SL 288
RCSJ: 0196-01-114 / CCSJ: 0196-01-106
Federal Project Number: N/A
Denton County

Dear Mrs. Hensley,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment "A")
3. Accounting Method (Attachment "B")
4. Schedule of Work (Attachment "C")
5. Statement Covering Contract Work (Attachment "D")
6. Utility Joint Use Agreement (Form ROW-U-JUA) (Attachment "E")
7. Eligibility Ratio (Attachment "F")
8. Betterment Calculation and Estimate (Attachment "G")
9. Proof of Property Interest (Attachment "H")

Also attached are the specifications for utility construction including: "*General Utility Installations, Water and Sanitary Sewer Lines, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications, "Buy America"* guidelines, and a copy of Form 1818

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. This utility adjustment consists of Water Line A: Install approximately 1,172 LF of 24" HOPE water line, 7,002 LF of 20" HOPE, 75 LF of 8" DIP, 63 LF of 12" PVC, 508 LF of 8" PVC, 1,020 LF of 6" PVC and 420 LF of 36" steel casing with carrier pipe and 463 LF of 30" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1793+87 to IH35 Sta 1721+38 and one crossing of Mayhill/State School Road at Sta 20+ 75. Water Line 8: Install approximately 1,079 LF of 8" PVC water line and 72 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1750+24 to IH35 Sta 1739+91. Water Line C: Install approximately 563 LF of 12" PVC water line, and 629 LF of 24" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1762+66 and Mayhill/State School Road at Sta 10+87. Water Line D: Install approximately 816 LF of 12" PVC water line, 1,672 LF of 8" PVC, 55 LF of 6" PVC and 616 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1832+18 to IH35 Sta 1803+52. Water Line E: Install approximately 1,057 LF of 24" HOPE water line, 60 LF of 8" DIP, and 131 LF of 36" steel

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

casing with carrier pipe longitudinal to IH35 from IH35 Sta 1829+23 to IH35 Sta 1817+50. -Approximately 142 LF of 16" water line, 8,387 LF of 14" water line, 1,064 LF of 12" water line, 4,490 LF of 8" water line, 426 LF of 6" water line to be removed. Approximately 320 LF of 14" water line, 799 LF of 12" water line, 72 LF of 8" water line, 36 LF of 6" water line to be abandoned by grout fill. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

City of Denton has submitted a calculated total estimated cost for this adjustment of \$12,353,045.25. Elective betterment is included in the utility plan, and is identified as such in the cost estimate, for this utility adjustment. The cost of elective betterment is estimated to be \$747,065.00 (4.8307%).

Declared salvage of \$5,477.68 is identified in the cost estimate for this utility adjustment.

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid Interstate projects. "Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

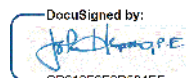
1. Highway Name – RCSJ XXXX XX XXX – Utility Name (U# and/or Utility ID#)
2. Starting and Ending Dates of Construction
3. If applicable, "Buy America" Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility's 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Travis Campbell, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item's supporting documentation included. The Utility Coordinator for this Area Office is Leonard Chapman (940) 383-1414.

Questions regarding this adjustment may be directed to Jason Lloyd at (214) 320-6623.


Sincerely,


DocuSigned by:


CD610F6E0D581EF
John Hudspeth, P.E.


Deputy District Engineer, Dallas District

Attachments

cc: Jeremy Miller 

Darla Payberah, P.E. 

Luis G. Nieto, M.B.A., M.S.C.E., P.E., C.F.M. 

Travis Campbell, P.E. 

Area Office Engineer

Utility Representative



STANDARD UTILITY AGREEMENT

U Number: N/A Utility ID: U00008008

District: Dallas
Federal Project No.: N/A
ROW CSJ: 0196-01-114
Highway Project Letting Date: 09/01/2023

County: Denton
Highway: IH 35E
From: South of Mayhill
To: South of SL 288

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and City of Denton, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "Highway Project");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work:

- Water Line A: Install approximately 1,172 LF of 24" HDPE water line, 7,002 LF of 20" HDPE, 75 LF of 8" DIP, 63 LF of 12" PVC, 508 LF of 8" PVC, 1,020 LF of 6" PVC and 420 LF of 36" steel casing with carrier pipe and 463 LF of 30" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1793+87 to IH35 Sta 1721+38 and one crossing of Mayhill/State School Road at Sta 20+75.
- Water Line B: Install approximately 1,079 LF of 8" PVC water line and 72 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1750+24 to IH35 Sta 1739+91.
- Water Line C: Install approximately 563 LF of 12" PVC water line, and 629 LF of 24" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1762+66 and Mayhill/State School Road at Sta 10+87.
- Water Line D: Install approximately 816 LF of 12" PVC water line, 1,672 LF of 8" PVC, 55 LF of 6" PVC and 616 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1832+18 to IH35 Sta 1803+52.
- Water Line E: Install approximately 1,057 LF of 24" HDPE water line, 60 LF of 8" DIP, and 131 LF of 36" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1829+23 to IH35 Sta 1817+50.
- Approximately 142 LF of 16" water line, 8,387 LF of 14" water line, 1,064 LF of 12" water line, 4,490 LF of 8" water line, 426 LF of 6" water line to be removed.
- Approximately 320 LF of 14" water line, 799 LF of 12" water line, 72 LF of 8" water line, 36 LF of 6" water line to be abandoned by grout fill.; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the State will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the State, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The State will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for State participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in

Initial: BP Date: 1/17/2023
TxDOT

Initial: SA Date: 12/7/22
Utility

accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$ N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of

DP
Initial Date
TxDOT 1/17/2023

ST 12/7/22
Initial Date
Utility

Form ROW-U-35
(Rev. 10/20)
Page 3

war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").


All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

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

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.


 1/17/2023
 Date
 TxDOT


 12/7/22
 Initial Date
 Utility

Form ROW-U-35
(Rev. 10/20)
Page 4

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

UTILITY

EXECUTION RECOMMENDED:

Utility: City of Denton Water
Name of Utility

DocuSigned by:
Travis Campbell 1/17/2023
01C1FD5FAADC72F...
Director of TP&D (or designee), Dallas District

By: 
Authorized Signature

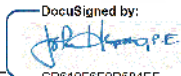
Sara Hensley
Print or Type Name

Title: City Manager


Date: 12/7/22


THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission 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: 
DocuSigned by:
CD610F6E0D581EF
District engineer (or designee)

Date: 1/18/2023

 1/17/2023
Initial *Date*
TxDOT


 12/7/22
Initial *Date*
Utility


Attachment "A" Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications


Initial _____ Date 1/17/2023
TxDOT


Initial _____ Date 12/7/22
Utility



Date

07/13/2022

Mr Mohamed Bur, P.E.
Dallas District Engineer
4777 E. Highway 80
Mesquite, TX 75150-6643

RE: Abandonment Request

Installation Request No. (Permit): DAL20210118130643 (W)

County: Denton

If checking this box, please provide project information below. TxDOT Construction Project

Example:
IH/US/SH/FM/LP ##: From: To:
CSJ/RCSJ
Utility ID # (for reimbursable relocations)

IH-35E Mayhill
From: South of Mayhill Road To: South of SL 288
RCSJ: 0196-01-100 CCSJ: 0196-01-109
Federal Project Number: n/a
Utility ID# U00008008 (WL)

Dear Mr. Bur:

The City of Denton

hereby requests portions/portion of the existing utility facility adjustments and/or relocations shown in the attached exhibits to address items outlined in 43 TAC §21.39 to be abandoned in place. With these exhibits, we have taken the following into consideration:

1. Areas of abandonment will not have negative impacts on TxDOT's facilities and/or construction. Areas proposed for abandonment have exhibits included such as Plan/Profile(s), Plan/Cross Section(s), etc.
2. The need for abandonment will benefit TxDOT in the following manner:

It will allow for the City of Denton to clear proposed TXDOT roadway construction in a more timely manner with minimal disruption to the traffic flow along the IH-35E. The city recommends removing all above ground appurtenances, and pipelines under future roadway and TxDOT ROW. The city is proposing to abandon by grout fill all utilities under major roadways (State School, Mayhill, Brinker, Pockrus Page, Wind River, and Regal) as seen in the exhibit below. Abandonment in place will allow for the city's contractor to be out of the way of other utilities attempting to relocate.

3. This abandonment will not impede future installations of other facilities in TxDOT ROW.

The existing 6", 8", 12", 14", and 16" water lines to be abandoned will be adjusted and/or relocated in compliance with TXDOT's UAR.

The existing type of utility facility to be abandoned within TxDOT ROW consist of:

The existing type of utility facility to be abandoned by removal or grout fill is identified as approximately: 142 LF of 16" water line, 8,707 LF of 14" water line, 1,863 LF of 12" water line, 4,562 LF of 8" water line, and 462 LF of 6" water line, as described further on the attached exhibits. The existing waterlines consist of ductile iron, cast iron, PVC, and concrete cylinder pipe, with average bury depths of 5-feet, but varying from 3.5-ft to 10-ft.

These facilities will be adjusted and/or relocated in compliance with TxDOT's UAR.

During the utility adjustment/relocation the vacated facilities*, shown in the attached exhibits as abandoned in place, will be :

cut, purged, grout filled, and capped. All other facilities conflicting with IH-35E & Mayhill will be removed during construction during excavation stages as indicated in detail within the enclosed plans and supporting documentation.

All other facilities conflicting with above TxDOT Construction Project, if applicable, will be removed during construction during excavation stages as indicated in detail within the enclosed plans and supporting documentation.

The enclosed plans and supporting documentation includes:

1. UIR Installation Request (Permit)
2. Relocation plans in the form of Plan/Profile(s), Plan/Cross Section(s), etc. that includes:
 - Age, condition, size, current status, type (material composition) and length of the utility facility to be abandoned.
 - The approximate depth of the existing pipeline or conduit to be abandoned.
 - Existing pipeline or conduit operating condition (Optimal/Compromised).
 - Existing pipeline or conduit is not in conflict with other existing utilities.
 - Abandonment will not cause conflict with either the proposed construction and/or other utilities.
 - The removal of abandoned facilities as shown will be coordinated in advance with the designated TxDOT Contractor and/or Utility Coordinator in the Area Office.

This abandonment WILL NOT be construed as a change in ownership of the facility.

1. Assumes all financial responsibility and property ownership of the abandoned facility referenced above.
2. Will be responsible for maintaining abandoned facility records, in accordance with 43 TAC §21.39 and all current federal, state, local laws, codes and industry standards.
3. Attests the utility facility associated with this abandonment does not contain, or is not composed of, hazardous or contaminated materials.

If you have any questions, please contact:

Utility Owner Contact:

David Brown Project Manager Denton Water Utility

Address:

City of Denton
901-A Texas St. Denton, Tx 76209

Phone Number:

(940) 349-8480

Email Address:

David.Brown@cityofdenton.com

Your consideration to this matter is greatly appreciated.

Sincerely,



Please sign above and include name and title below


David Brown
Project Manager

Attachments: Permit, Plans, Exhibits and Supporting Documentation


UTILITY OWNER:
 APPROVED REQUESTS MUST BE UPLOADED TO TXDOT'S UIR SYSTEM WITH UTILITY INSTALLATION REQUEST (PERMIT). PERMITS INCLUDING ABANDONMENT OF FACILITIES MAY NOT BE APPROVED WITHOUT DALLAS DISTRICT APPROVAL.


* All abandoned conduit shall be free of wires and cables.
 Pipes/Conduit 3" or greater shall be purged free of hydro-carbons, capped and grout filled.


DALLAS DISTRICT APPROVAL

DS
 **DISTRICT ENGINEER**

DS
 cc **DEPUTY DISTRICT ENGINEER**

DS
 **DIRECTOR OF TP&D**

DS
 **UTILITIES SUPERVISOR**

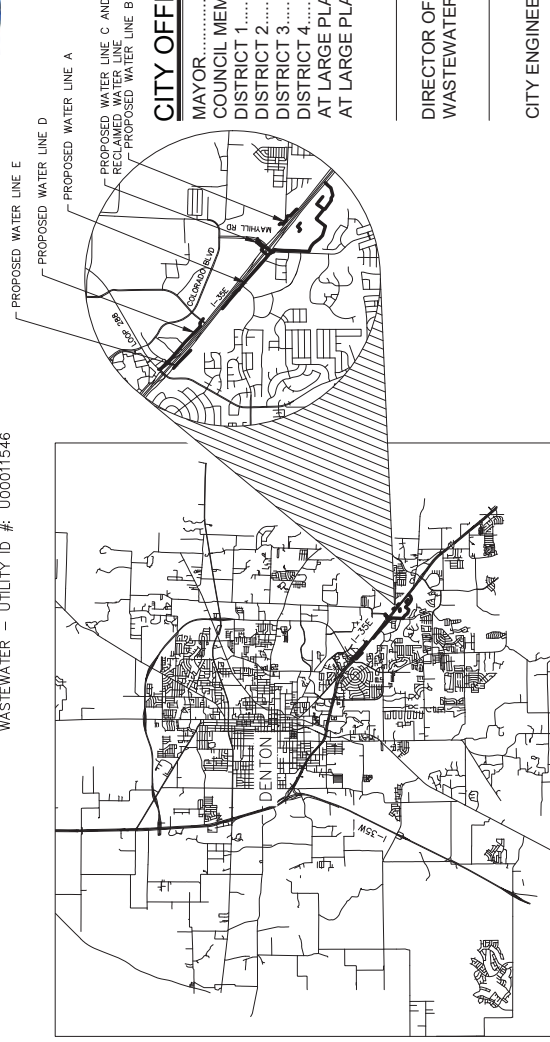
DS
 **AREA ENGINEER**

THE CITY OF DENTON, TEXAS PLANS FOR THE:

IH-35E MAYHILL UTILITY RELOCATIONS

IFB #7968-001

TxDOT Project CCSJ 0196-01-109 & ROW CSJ 0196-01-114
WATER - UTILITY ID #: U00008008
WASTEWATER - UTILITY ID #: U00011546



Location Map
N.T.S.

SHEET INDEX:

- 2 - GENERAL NOTES
- 3 - PROJECT CONTROL AND BENCHMARKS
- 4 - PROPOSED UTILITY ALIGNMENTS (SHEET 1 OF 2)
- 5 - PROPOSED UTILITY ALIGNMENTS (SHEET 2 OF 2)
- 6 - PROPOSED 24-INCH WATER LINE A STA 0+00 TO 10+00
- 7 - PROPOSED 24 & 20-INCH WATER LINE A STA 10+00 TO 20+00
- 8 - PROPOSED 20-INCH WATER LINE A STA 20+00 TO 30+00
- 9 - PROPOSED 20-INCH WATER LINE A STA 30+00 TO 40+00
- 10 - PROPOSED 20-INCH WATER LINE A STA 40+00 TO 50+00
- 11 - PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00
- 12 - PROPOSED 20-INCH WATER LINE A STA 60+00 TO 70+00
- 13 - PROPOSED 20-INCH WATER LINE A STA 70+00 TO 80+00
- 14 - PROPOSED 20-INCH WATER LINE A STA 80+00 TO 84+00
- 15 - PROPOSED 20-INCH WATER LINE A STA 84+00 TO 86+00
- 16 - PROPOSED 20-INCH WATER LINE A STA 86+00 TO 88+00
- 17 - PROPOSED 6 & 8-INCH WATER LINE A2&3
- 18 - PROPOSED 8-INCH WATER LINE B STA 0+00 TO 9+00
- 19 - PROPOSED 8-INCH WATER LINE B STA 9+00 TO 10+00
- 20 - PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION
- 21 - PROPOSED 12-INCH WATER LINE C STA 6+00 TO 10+00
- 22 - PROPOSED 8 & 12-INCH WATER LINE D STA 0+00 TO 10+00
- 23 - PROPOSED 8-INCH WATER LINE D STA 10+00 TO 20+00
- 24 - PROPOSED 8-INCH WATER LINE D STA 20+00 TO 30+00
- 25 - PROPOSED 24-INCH RECLAIMED WATER LINE E STA 0+00 TO 20+00
- 26 - PROPOSED 24-INCH RECLAIMED WATER LINE E STA 20+00 TO 30+00
- 27 - PROPOSED 24-INCH RECLAIMED WATER LINE E STA 30+00 TO 40+00
- 28 - PROPOSED 24-INCH RECLAIMED WATER LINE E STA 40+00 TO 50+00
- 29 - CITY STANDARD DETAILS 2
- 30 - CITY STANDARD DETAILS 3
- 31 - CITY STANDARD DETAILS 4
- 32 - CITY STANDARD DETAILS 5
- 33 - CITY STANDARD DETAILS 6
- 34 - CITY STANDARD DETAILS 7
- 35 - CONSTRUCTION DETAILS 1
- 36 - CONSTRUCTION DETAILS 2
- 37 - EROSION CONTROL PLAN 2
- 38 - EROSION CONTROL DETAILS
- 39 - PROPOSED SURFACE REPAIR (SHEET 1 OF 3)
- 40 - PROPOSED SURFACE REPAIR (SHEET 2 OF 3)
- 41 - PROPOSED SURFACE REPAIR (SHEET 3 OF 3)
- 42 - TOP (1)-1-18 TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL
- 43 - TOP (1)-1-18 TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TxDOT GENERAL NOTES:

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TxDOT DESIGN MANUAL REQUIREMENTS.
2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

Chris Egan

(CHRISTOPHER IGO, P.E. #120045)

*THE STANDARD TxDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

CITY OFFICIALS:

MAYOR..... GERARD HUDSPETH
COUNCIL MEMBERS:
DISTRICT 1..... VICKI BYRD
DISTRICT 2..... BRIAN BECK
DISTRICT 3..... JESSE DAVIS
DISTRICT 4..... ALLISON MAGUIRE
AT LARGE PLACE 5..... BRANDON MCGEE
AT LARGE PLACE 6..... CHRIS WATTS

DIRECTOR OF WATER AND
WASTEWATER UTILITIES

STEPHEN GAY

CITY ENGINEER

REBECCA DIVINEY, P.E.

PROGRAM MANAGER
CAPITAL PROJECTS
ENGINEERING

KYLE PEDIGO



801 Cherry St, Suite 1300 Ft. Worth, TX 76102 P. 817-335-6511
TBPE No. 928 F. 817-335-6070

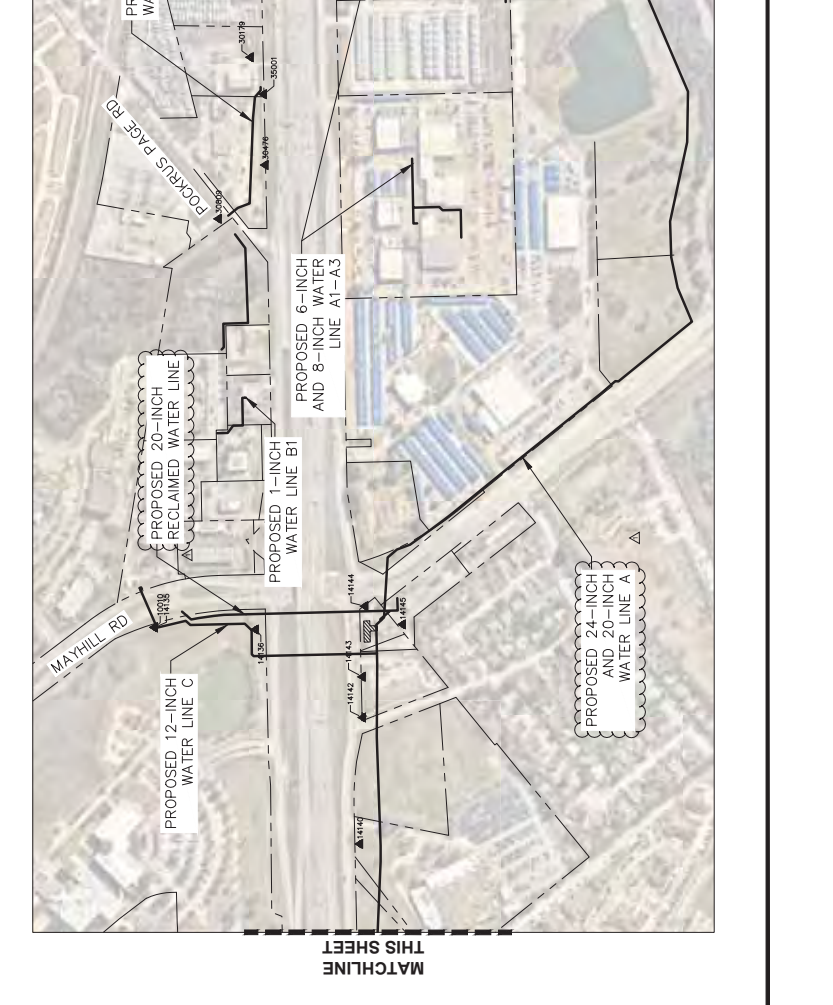
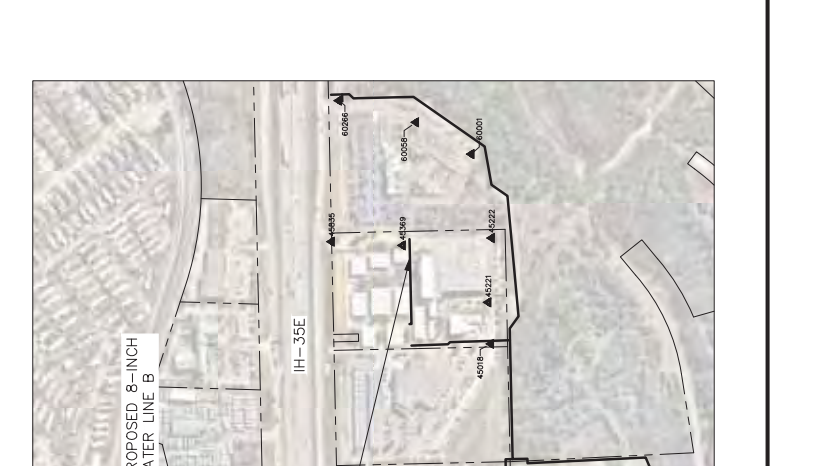
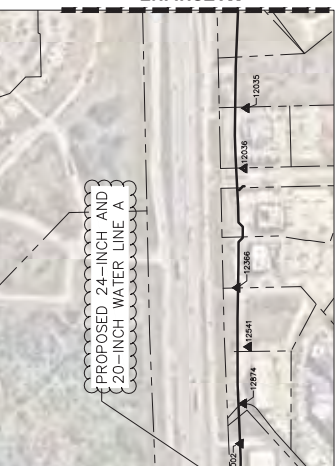
OCTOBER 2022

No.	Revision	By	Date
AA	FOR FILE UNDER TxDOT PROJECT NUMBER	CGE	10/12/2022

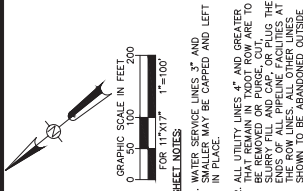


Point #	Northing	Easting	Elevation	Description
1	7116278.54	2395342.59	678.89	CP SR 12
1071	7116955.14	2394611.86	666.43	CP NLS
1526	7117033.78	2394370.85	665.50	CP NLS
1626	7117403.87	2394347.86	666.73	CP NLS
2133	7117291.16	2394127.11	667.85	CP NLS
4267	7116897.10	2394469.18	663.29	CP XS
10010	7113316.04	2400232.03	626.82	CP XS
10591	7114765.99	2397742.21	643.82	CP XS
11002	7114707.28	2397986.11	630.94	CP XS
11582	7112545.18	2394742.92	659.67	CP XS
11983	7112752.40	2394761.12	671.35	CP XS
12035	7113968.20	2394403.37	646.94	CP XS
12036	7113833.59	2398225.91	646.83	CP XS
12366	7114669.25	2397881.13	640.37	CP XS
12541	7114689.97	2397671.39	631.04	CP XS
12874	7114453.56	2397511.26	630.54	CP XS
14101	7117034.41	2395079.69	686.62	CP XS
14102	7117446.40	2394617.33	662.66	CP XS
14103	7117330.53	2394626.10	673.54	CP XS
14104	7117776.48	2394766.99	672.18	CP XS
14106	7116681.10	2395304.67	689.75	CP XS
14107	7116714.21	2395418.17	687.07	CP XS
14110	7116433.91	2395641.92	674.87	CP XS
14111	7116278.20	2395626.89	682.31	CP XS
14113	7116154.86	2395988.13	683.52	CP XS
14114	7116914.95	2396150.15	674.64	CP XS
14115	7115971.36	2396327.20	662.70	CP XS
14117	7115933.03	2396483.45	656.24	CP XS
14118	7115806.63	2396742.36	621.30	CP XS
14123	7115894.81	2396711.76	641.25	CP XS
14125	7113216.04	2400232.03	626.98	CP XS
14126	7113075.62	2399959.85	619.57	CP XS
14140	7113822.64	2399032.67	638.85	CP XS
14142	7112920.90	2399409.98	623.91	CP XS
14143	7112814.70	2399534.38	622.08	CP XS
14144	7112620.76	2399742.36	621.30	CP XS
14145	7112554.48	2399888.15	621.27	CP XS
15854	7116951.08	2395236.03	692.55	CP XS
30779	7111523.91	240714.86	616.10	CP XS
30478	7111922.66	240147.91	612.73	CP XS
30809	7112046.70	2401507.32	607.02	CP XS
35001	7111901.68	2401567.36	617.17	CP XS
45018	7110322.60	2401624.92	603.66	CP XS
45221	7110221.52	2401758.33	603.09	CP XS
45222	7110041.89	2401945.03	602.70	CP XS
45369	7110332.27	2402167.35	603.36	CP XS
45835	7110338.47	2402355.53	599.62	CP XS
60001	7109882.70	2402554.14	596.74	CP XS
60568	7109873.35	2402566.56	596.87	CP XS
60286	71014513	2402768.28	593.84	CP XS

CONTROL POINT TABLE



SHEET NOTES:
 1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. FEET. VERTICAL COORDINATES SHOWN HEREON ARE IN U.S. FEET. THE COORDINATE SYSTEM IS THE NAD83 (83) SYSTEM. THE DATUM IS THE MEAN SEA LEVEL DATUM OF THE STATE OF TEXAS. THE SCALE FACTOR IS 0.999849393 APPLIED (SURFACE) TO 0.999849393 @ GRID VALUE.



Point #	Northing	Easting	Description
49	7117275.38	2394765.92	REMOVE 12" GATE VALVE
50	7117039.46	2394493.88	BEGIN 14" W. REMOVAL
51	7116988.06	2394544.95	REMOVE WATER METER
52	7117174.32	2394478.92	REMOVE WATER METER
53	7116625.65	2394525.46	REMOVE WATER METER
54	7116487.94	2391725.90	REMOVE 8" GATE VALVE
55	7116465.04	2391732.10	REMOVE 8" GATE VALVE
56	7116531.19	2392036.05	REMOVE 14" GATE VALVE
57	7116520.07	2392338.49	REMOVE 14" GATE VALVE
58	7116226.89	2392338.49	REMOVE 14" W. REMOVAL

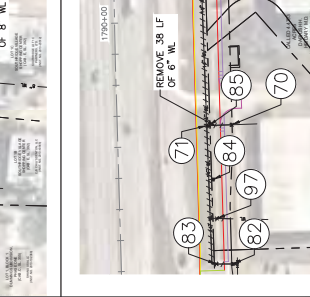
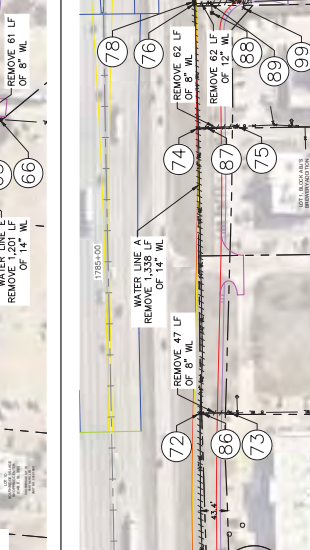
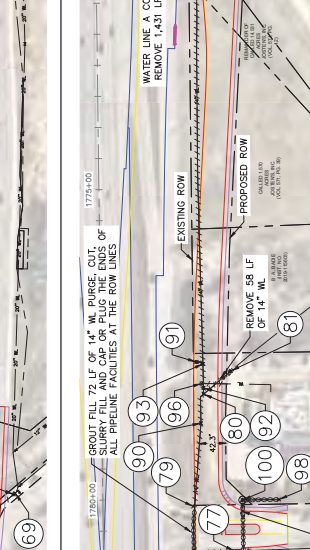
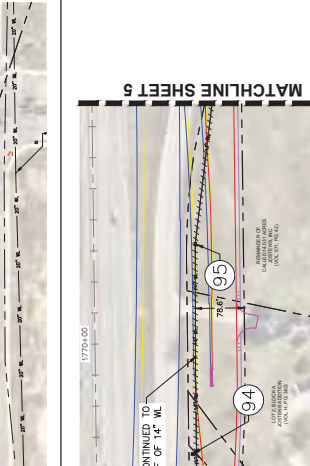
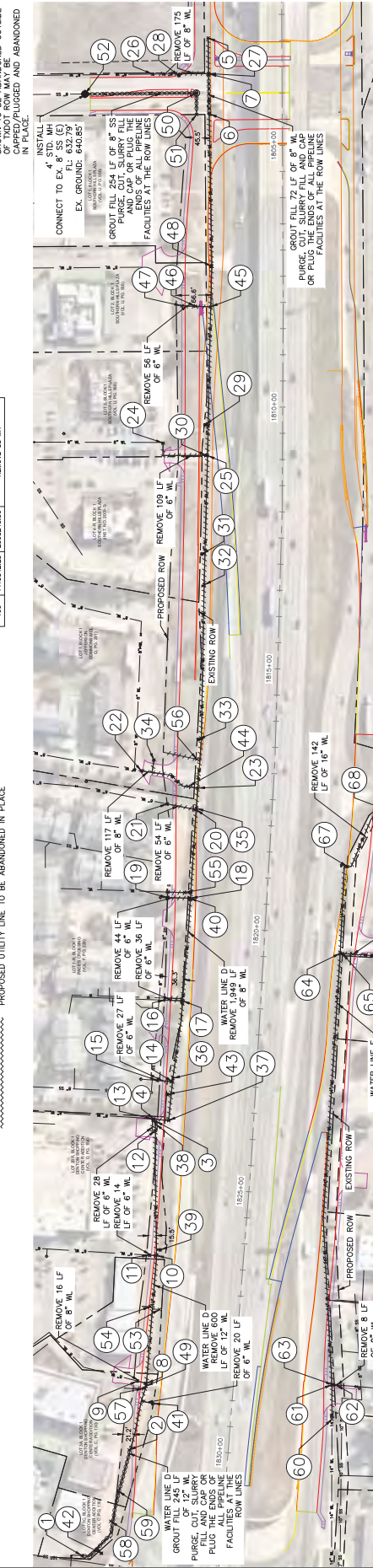
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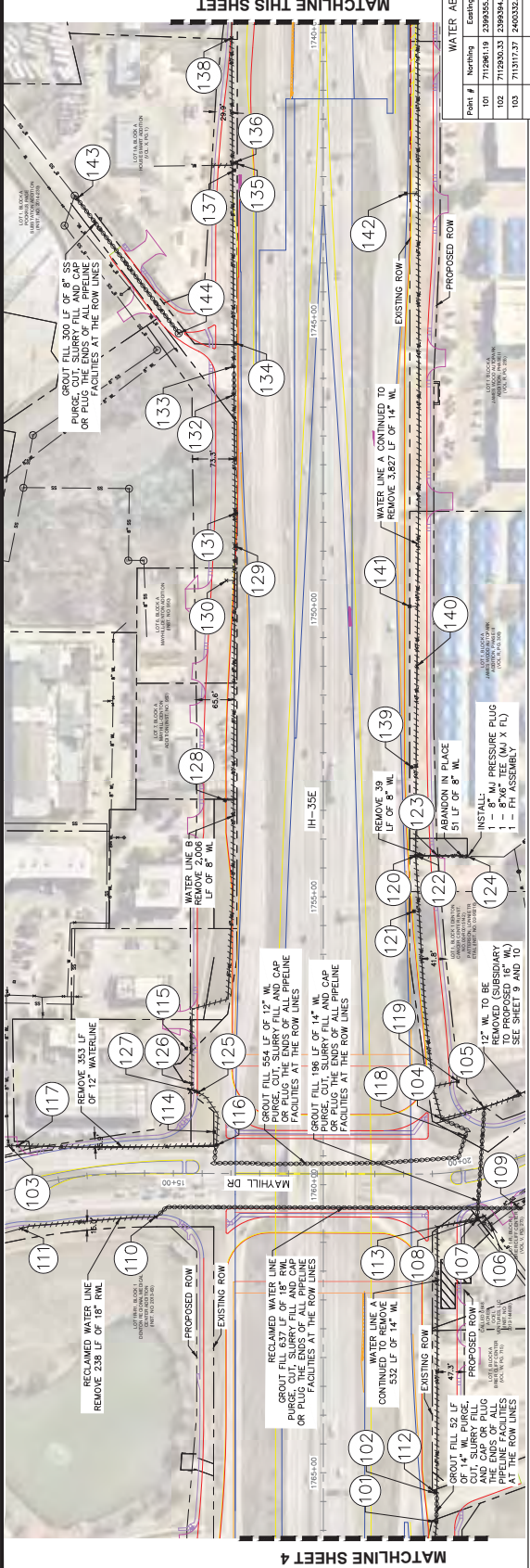


Point #	Northing	Easting	Description
59	7113815.01	2398383.14	REMOVE 14" GATE VALVE
60	7113752.84	2398416.11	BEGIN 14" W. REMOVAL
61	7113752.84	2398416.11	END 14" W. REMOVAL
62	7113752.84	2398416.11	REMOVE 14" GATE VALVE
63	7113752.84	2398416.11	REMOVE 14" GATE VALVE
64	7113752.84	2398416.11	REMOVE 14" GATE VALVE
65	7113752.84	2398416.11	REMOVE 14" GATE VALVE
66	7113752.84	2398416.11	REMOVE 14" GATE VALVE
67	7113752.84	2398416.11	REMOVE 14" GATE VALVE
68	7113752.84	2398416.11	REMOVE 14" GATE VALVE
69	7113752.84	2398416.11	REMOVE 14" GATE VALVE

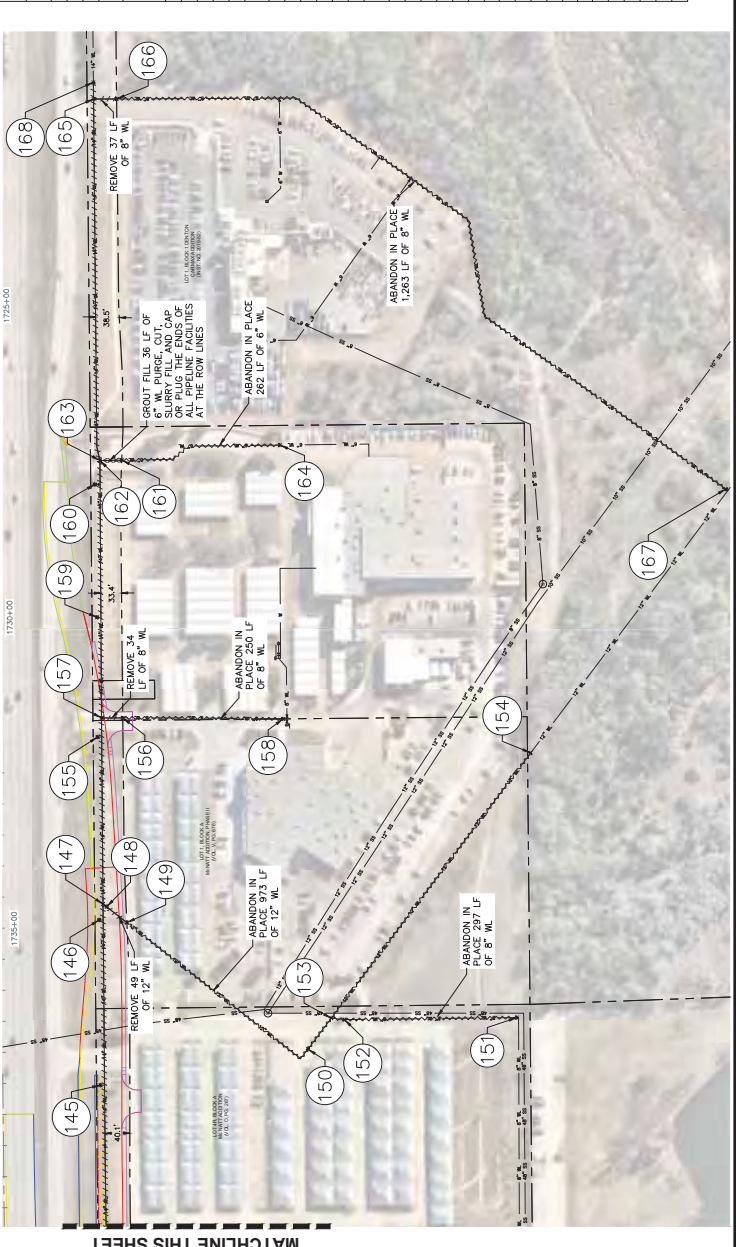
Point #	Northing	Easting	Description
70	711688.54	2397367.78	END 6" W. REMOVAL
71	711688.54	2397367.78	BEGIN 6" W. REMOVAL
72	711688.54	2397367.78	REMOVE 6" W. REMOVAL
73	711688.54	2397367.78	REMOVE 6" W. REMOVAL
74	711688.54	2397367.78	REMOVE 6" W. REMOVAL
75	711688.54	2397367.78	REMOVE 6" W. REMOVAL
76	711688.54	2397367.78	REMOVE 6" W. REMOVAL
77	711688.54	2397367.78	REMOVE 6" W. REMOVAL
78	711688.54	2397367.78	REMOVE 6" W. REMOVAL
79	711688.54	2397367.78	REMOVE 6" W. REMOVAL

Point #	Northing	Easting	Description
80	7113752.84	2398416.11	BEGIN 14" W. REMOVAL
81	7113752.84	2398416.11	END 14" W. REMOVAL
82	7113752.84	2398416.11	REMOVE 14" GATE VALVE
83	7113752.84	2398416.11	REMOVE 14" GATE VALVE
84	7113752.84	2398416.11	REMOVE 14" GATE VALVE
85	7113752.84	2398416.11	REMOVE 14" GATE VALVE
86	7113752.84	2398416.11	REMOVE 14" GATE VALVE
87	7113752.84	2398416.11	REMOVE 14" GATE VALVE
88	7113752.84	2398416.11	REMOVE 14" GATE VALVE
89	7113752.84	2398416.11	REMOVE 14" GATE VALVE

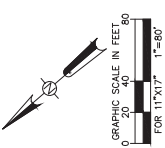
Point #	Northing	Easting	Description
90	7113752.84	2398416.11	BEGIN 14" W. REMOVAL
91	7113752.84	2398416.11	END 14" W. REMOVAL
92	7113752.84	2398416.11	REMOVE 14" GATE VALVE
93	7113752.84	2398416.11	REMOVE 14" GATE VALVE
94	7113752.84	2398416.11	REMOVE 14" GATE VALVE
95	7113752.84	2398416.11	REMOVE 14" GATE VALVE
96	7113752.84	2398416.11	REMOVE 14" GATE VALVE
97	7113752.84	2398416.11	REMOVE 14" GATE VALVE
98	7113752.84	2398416.11	REMOVE 14" GATE VALVE
99	7113752.84	2398416.11	REMOVE 14" GATE VALVE



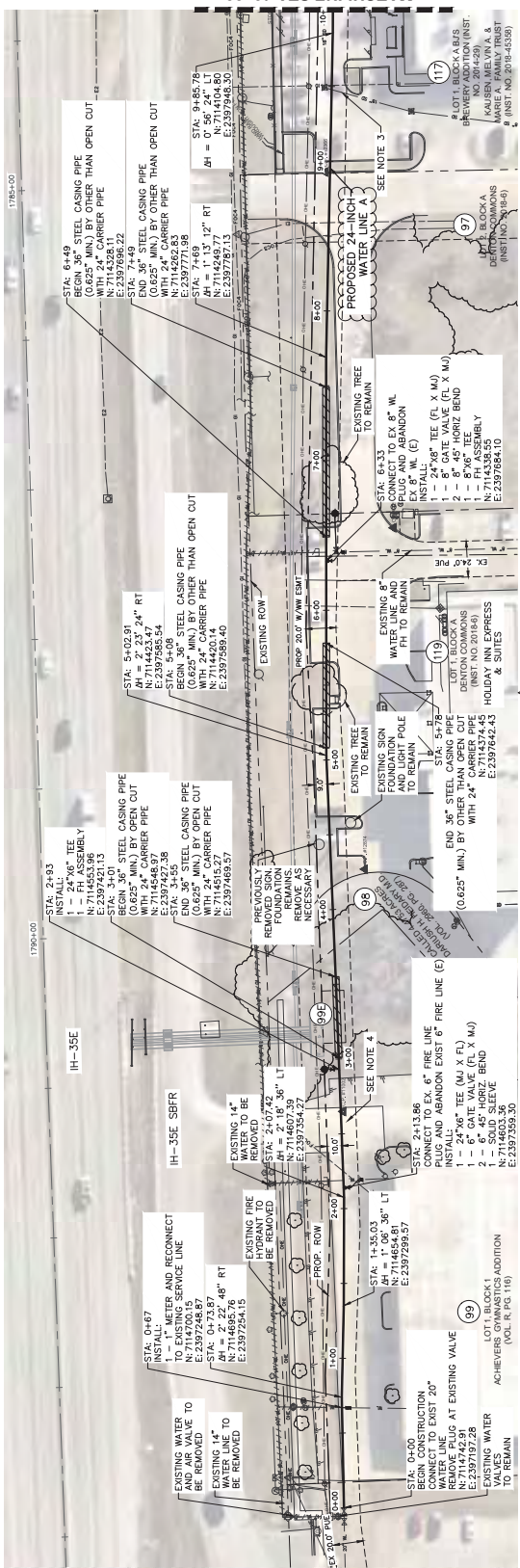
Point #	Northing	Easting	Description
101	712961.10	2399355.68	BEGIN 12\"
102	712930.33	2399345.65	END 12\"
103	713117.37	2403332.85	END 12\"
104	712908.41	2399889.09	END 12\"
105	712493.31	2399655.31	END 14\"
106	712559.13	2398847.89	END 6\"
107	712571.41	2397152.75	REMOVE 12\"
108	712572.25	2397145.85	BEGIN 8\"
109	712501.88	2398652.89	BEGIN 18\"
110	712999.32	2400274.76	END 18\"
111	713192.84	2400264.40	END 12\"
112	712929.80	2399384.04	REMOVE 12\"
113	712558.31	2399712.29	REMOVE 8\"
114	712826.63	2400123.46	REMOVE 8\"
115	712771.77	2400255.89	REMOVE 8\"
116	712838.78	2400103.39	BEGIN 8\"
117	713358.18	2403322.34	REMOVE 12\"
118	712855.35	2399539.98	REMOVE 12\"
119	712444.35	2399512.42	REMOVE 8\"
120	712494.92	2400262.85	REMOVE 8\"
121	712352.32	2400191.51	REMOVE 8\"
122	712251.25	2400212.23	BEGIN 8\"
123	712221.96	2400245.10	BEGIN 8\"
124	712183.04	2400211.83	END 8\"
125	712804.49	2400194.07	REMOVE 8\"
126	712803.33	2400212.90	REMOVE 8\"
127	712806.66	2400195.00	REMOVE 8\"
128	712445.04	2400556.84	REMOVE 8\"
129	712151.04	2400864.28	REMOVE 8\"
130	712201.06	2400847.61	REMOVE WATER METER
131	712113.03	2400262.68	REMOVE 8\"
132	711985.44	2401282.85	BEGIN 12\"
133	711925.67	2401152.25	REMOVE 12\"
134	711925.67	240134.26	REMOVE WATER METER
135	711727.31	2401396.16	REMOVE 8\"
136	711727.31	2401396.16	REMOVE WATER METER
137	711727.31	2401396.16	REMOVE 8\"
138	711983.30	2400167.80	REMOVE 8\"
139	712559.13	2400325.57	REMOVE 8\"
140	712540.32	2400225.10	REMOVE 14\"
141	711883.75	2400812.33	REMOVE 8\"
142	711833.03	2401166.72	REMOVE 8\"



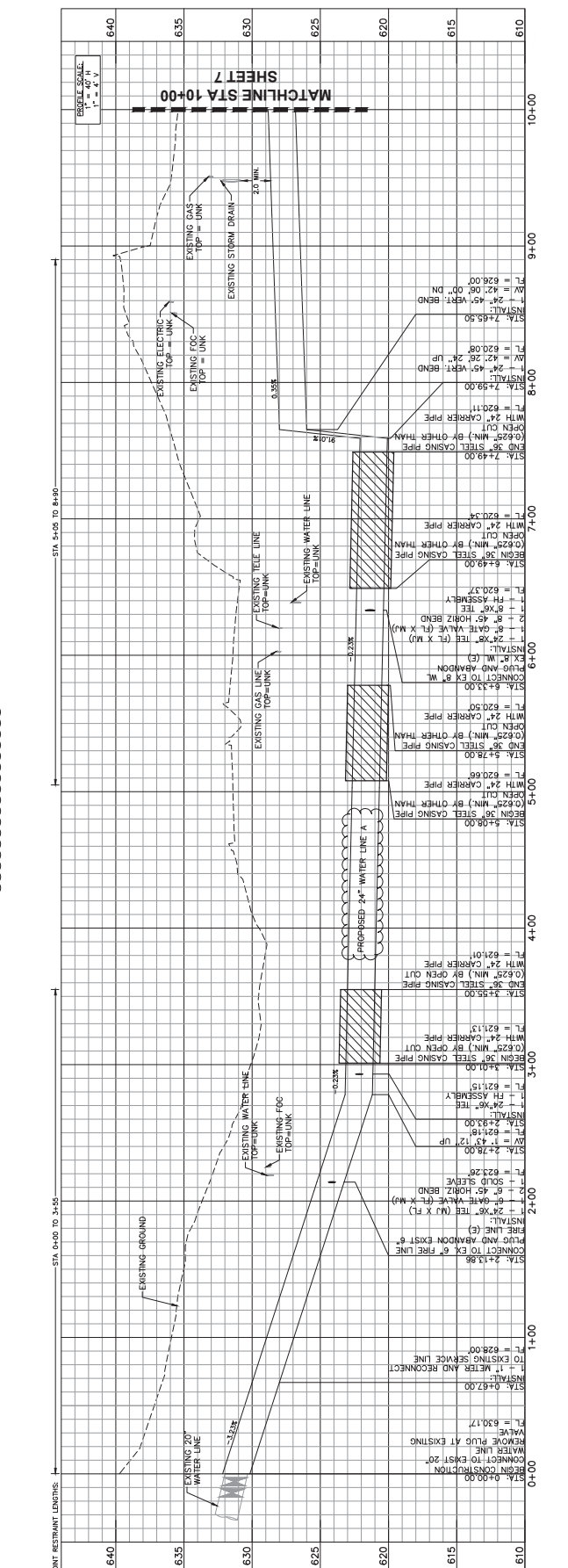
Point #	Northing	Easting	Description
143	711977.96	2401524.13	BEGIN 8\"
144	711965.59	2401321.18	END 8\"
145	711016.87	2401562.33	REMOVE 8\"
146	711016.87	2401562.33	REMOVE 8\"
147	710984.12	2400775.50	REMOVE 12\"
148	710984.12	2400775.50	REMOVE 12\"
149	710985.71	2401704.96	REMOVE 12\"
150	711084.29	2401391.36	REMOVE 12\"
151	711064.59	2402713.28	REMOVE 8\"
152	711068.81	2401389.25	REMOVE 8\"
153	711053.39	2401605.20	BEGIN 8\"
154	711032.64	2401524.50	END 8\"
155	711028.85	2401993.59	REMOVE 8\"
156	711075.14	2401991.10	BEGIN 8\"
157	711084.17	2402013.08	REMOVE 8\"
158	711082.18	2401833.42	REMOVE 8\"
159	711070.03	2402143.46	REMOVE 8\"
160	711057.29	2402207.32	REMOVE 8\"
161	711051.71	2402209.15	REMOVE 8\"
162	711053.91	2402331.42	BEGIN 8\"
163	711035.67	2402331.67	REMOVE 8\"
164	711035.67	2402331.67	REMOVE 8\"
165	711071.65	2402782.85	BEGIN 8\"
166	711043.07	2402758.81	REMOVE 8\"
167	710978.76	2401646.45	REMOVE 8\"
168	711054.40	2402803.26	END 14\"



- SHEET NOTES:**
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UNIDENTIFIED UTILITIES SHALL BE SHUT DOWN AND RELOCATED AS NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES NOT TO BE MOVED.
 - VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE INSTALLATION OF ANY UTILITIES BEING MOVED.
 - REPAIR AND REPLACE ANY DAMAGED PRIVATE STORM DRAIN LATERALS AND INLETS.
 - CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES. ALL REPAIRS SHALL BE MADE TO ORIGINAL OR BETTER QUALITY. ALL REPAIRS SHALL BE MADE TO ORIGINAL OR BETTER QUALITY. ALL REPAIRS SHALL BE MADE TO ORIGINAL OR BETTER QUALITY.



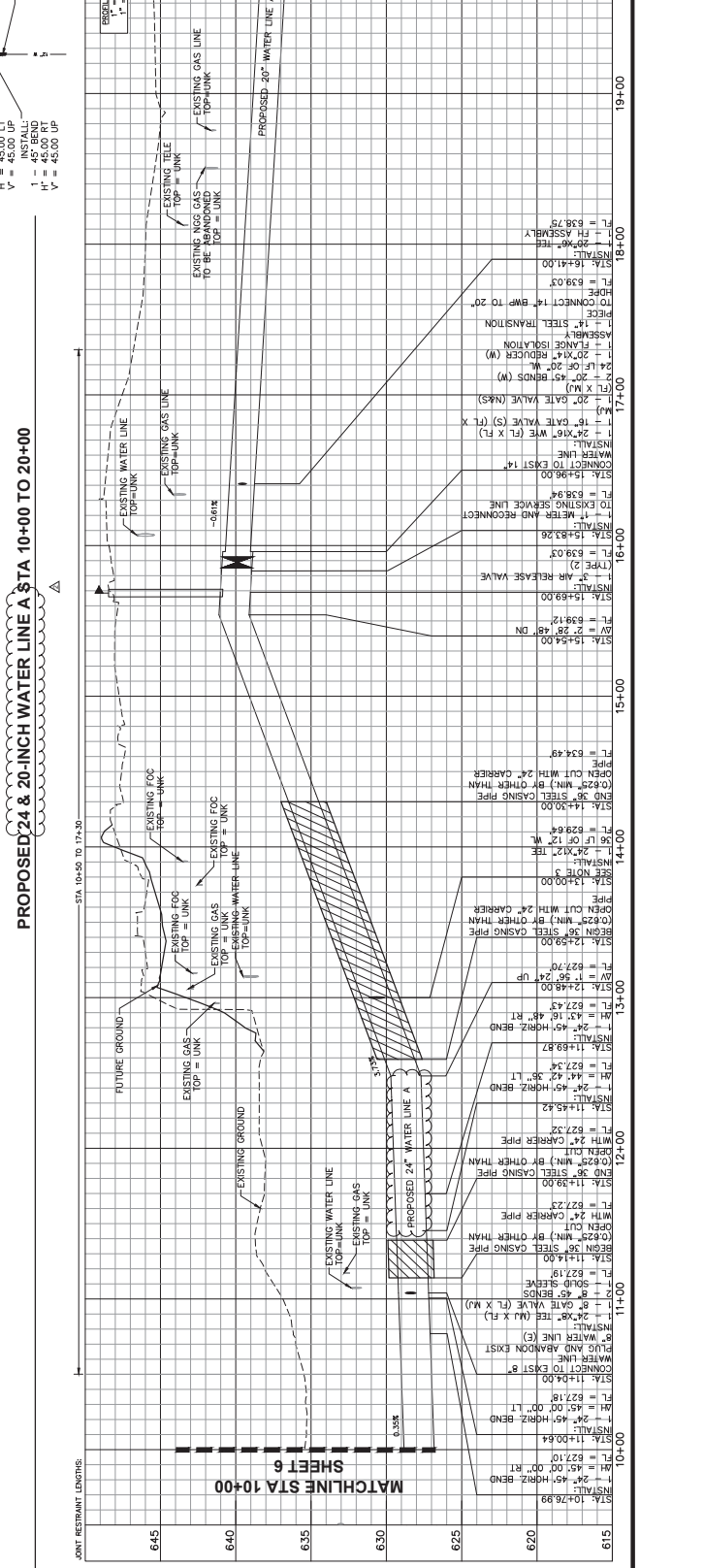
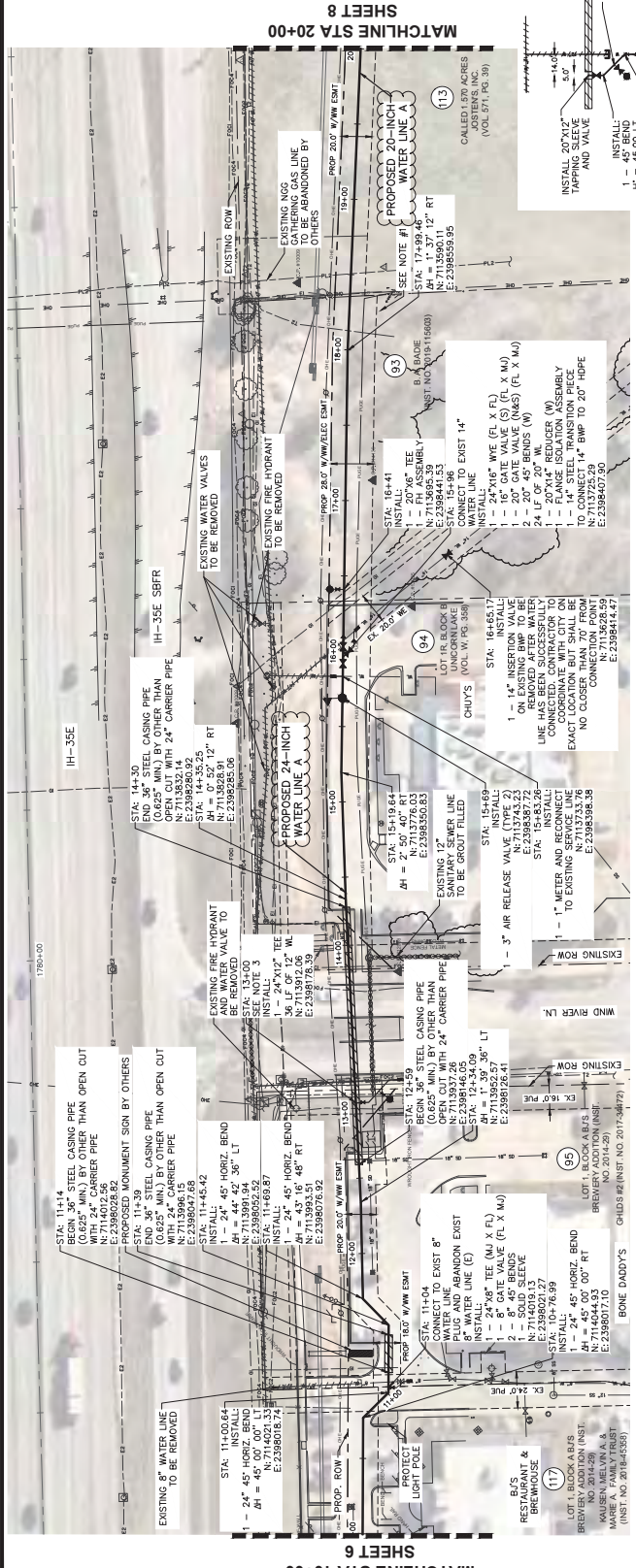
PROPOSED 24-INCH WATER LINE A STA 00+00 TO 10+00



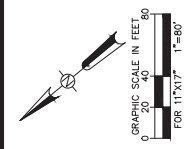
DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDOH
CHECKED:	JFA
KMA NO.:	061024039
SHEET:	7



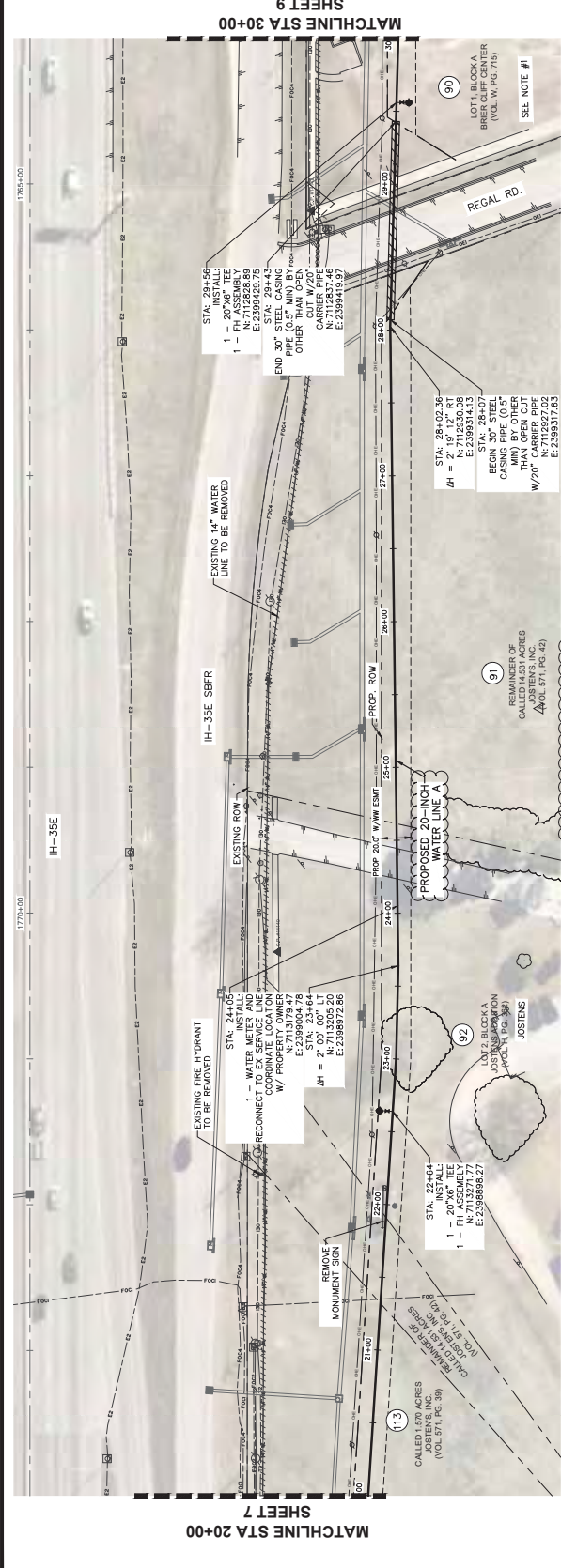
- NOTES**
1. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING ACROSS PARCEL 93 AND COORDINATE WITH PROPERTY OWNER TO MAINTAIN ACCESS TO THE ADJACENT PARCEL TO THE PROPERTY TO BE INSTALLED.
 2. FOR PARCELS 93 AND 94, SITE FENCING SHALL BE STAGED SUCH THAT ADJACENT PARCELS REMAIN OPEN TO THE PUBLIC. TEMPORARY FENCING WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND MUST BE MAINTAINED.
 3. SEE DETAIL BELOW. AFTER COMPLETION OF BORE AND INSTALLATION OF PIPE AND CASING, THE CASING AND CUT OUT 5' LT.
 4. CONTRACTOR SHALL COORDINATE WITH OPERATIONS 48-HOURS IN ADVANCE TO SCHEDULE SHUTDOWN AND THE CITY OF DENTON WATER FIELD.
 5. VACUUM EXCAVATION SHALL BE PERFORMED TO EXPOSE EXISTING UTILITIES. PRIOR TO CONNECTION, EXISTING UTILITIES TO BE ABANDONED SHALL BE WRAPPED IN CONCRETE BARS WRAPPED IN POLYETHYLENE SHEETING TO BE SUBSIDIARY TO THE MAIN TO EXISTING WATER LINE BID ITEM.



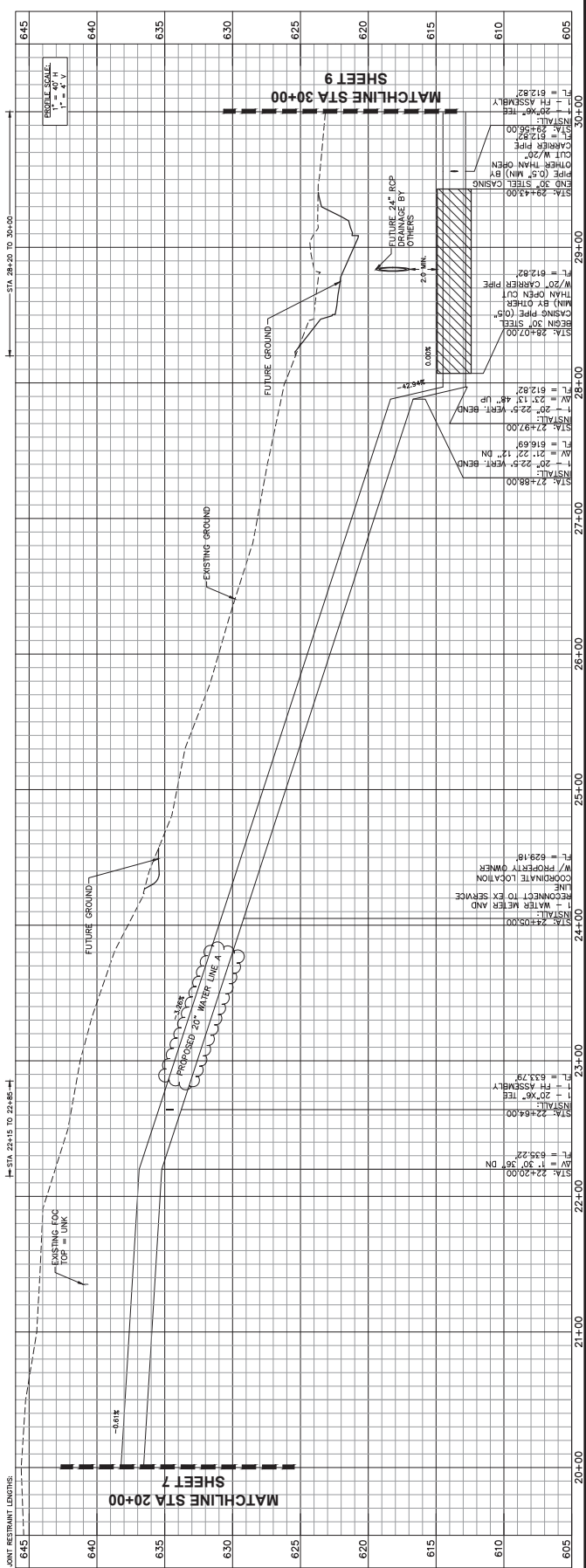
PROPOSED 24 & 20-INCH WATER LINE A STA 10+00 TO 20+00

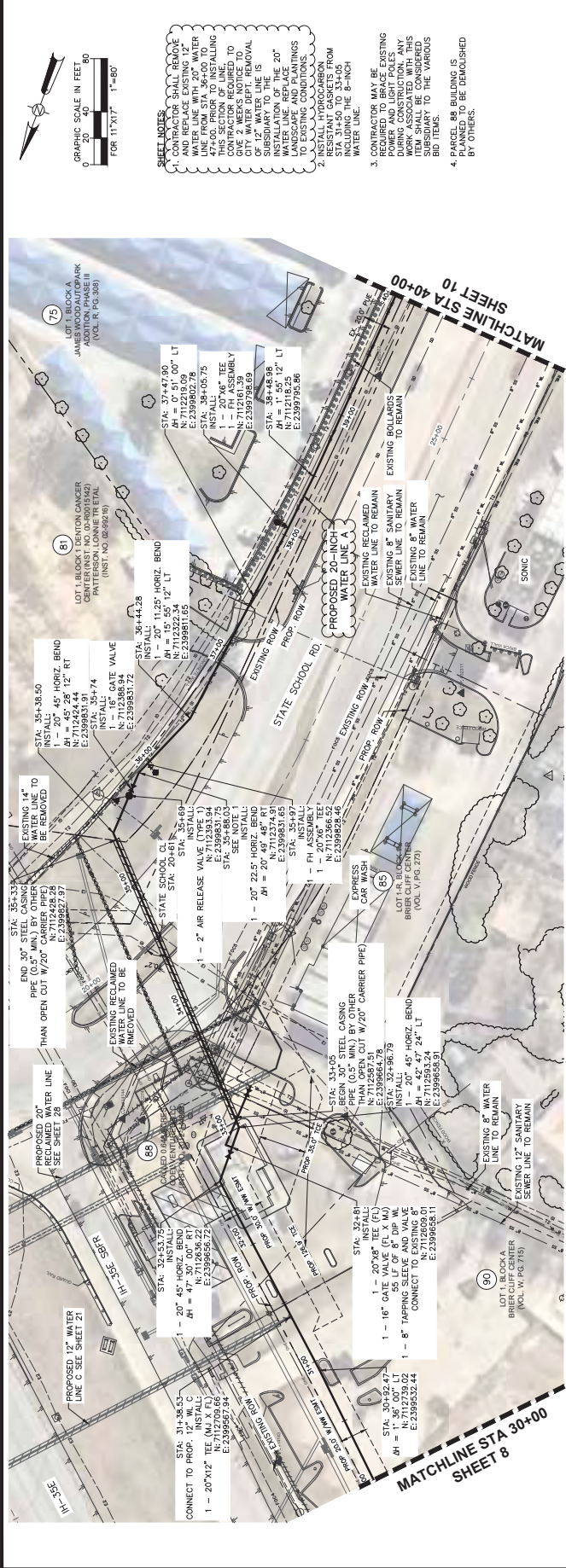


SHEET NOTES
 1. STRUCTURE PREVIOUSLY REMOVED BY TADOT PRIOR TO CONSTRUCTION.
 2. CONTRACTOR MAY BE EXISTING POWER POLES DURING CONSTRUCTION. WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY ITEMS. VARIOUS BID

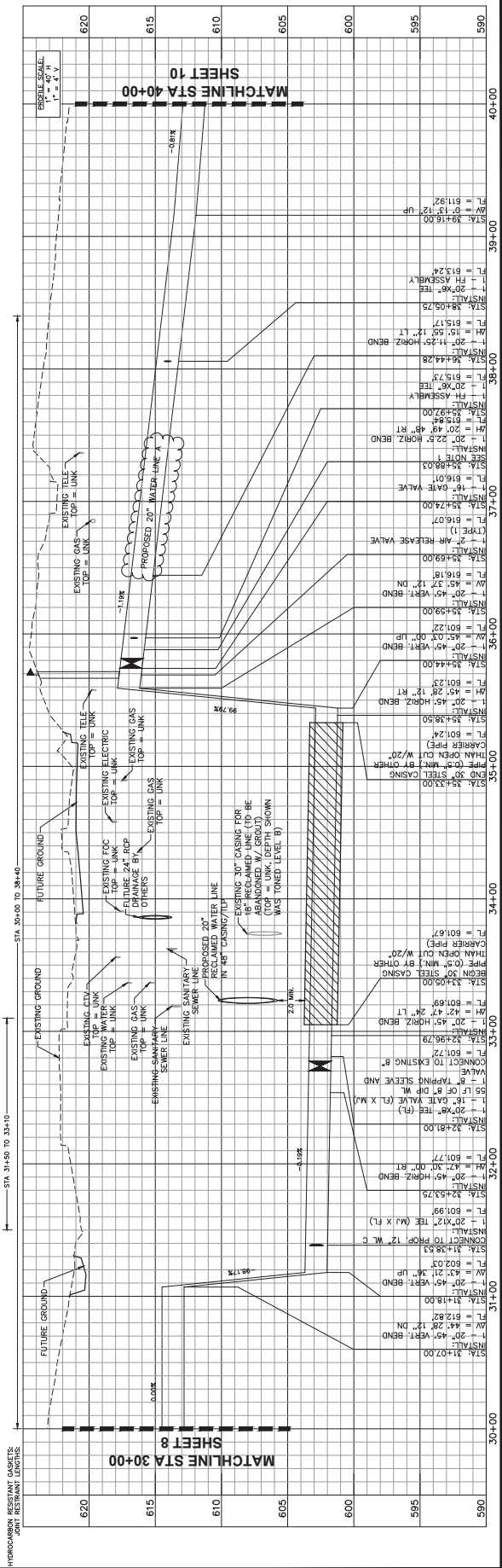


PROPOSED 20-INCH WATER LINE A, STA 20+00 TO 30+00

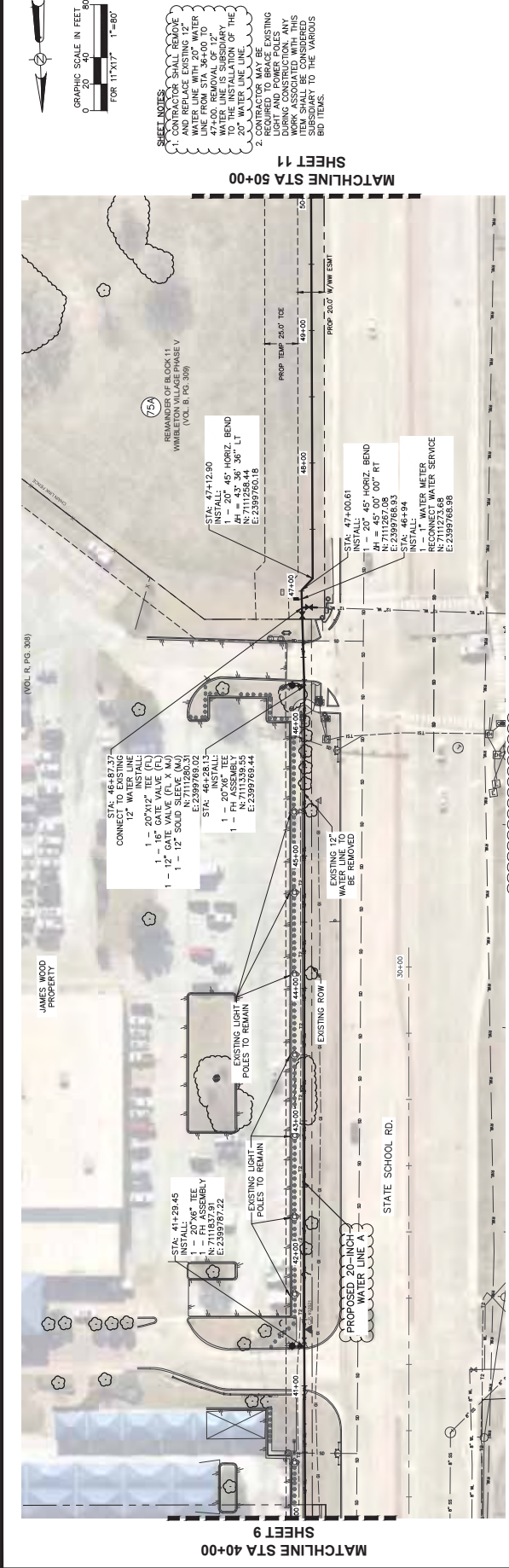




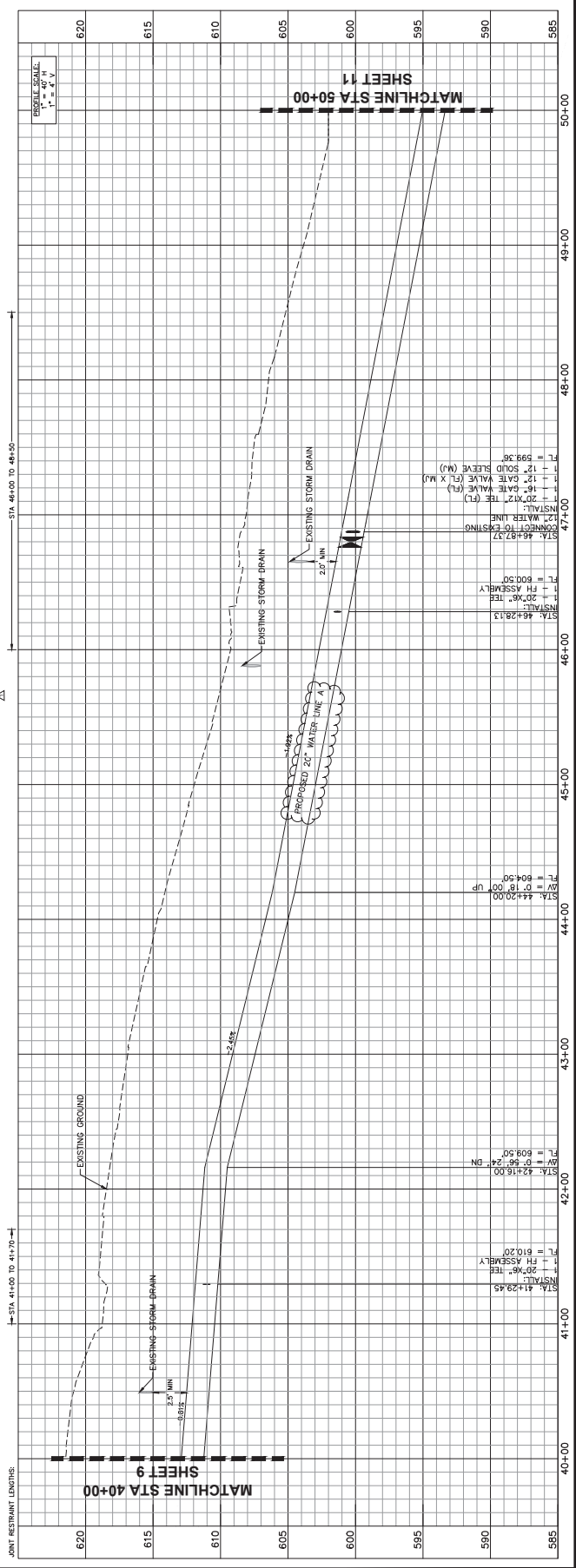
PROPOSED 20-INCH WATER LINE A STA 30+00 TO 40+00

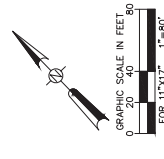


HYDROCARBON RESISTANT GASKETS, JOINT RESTRAINT LIMITS.



PROPOSED 20-INCH WATER LINE A STA 40+00 TO 50+00

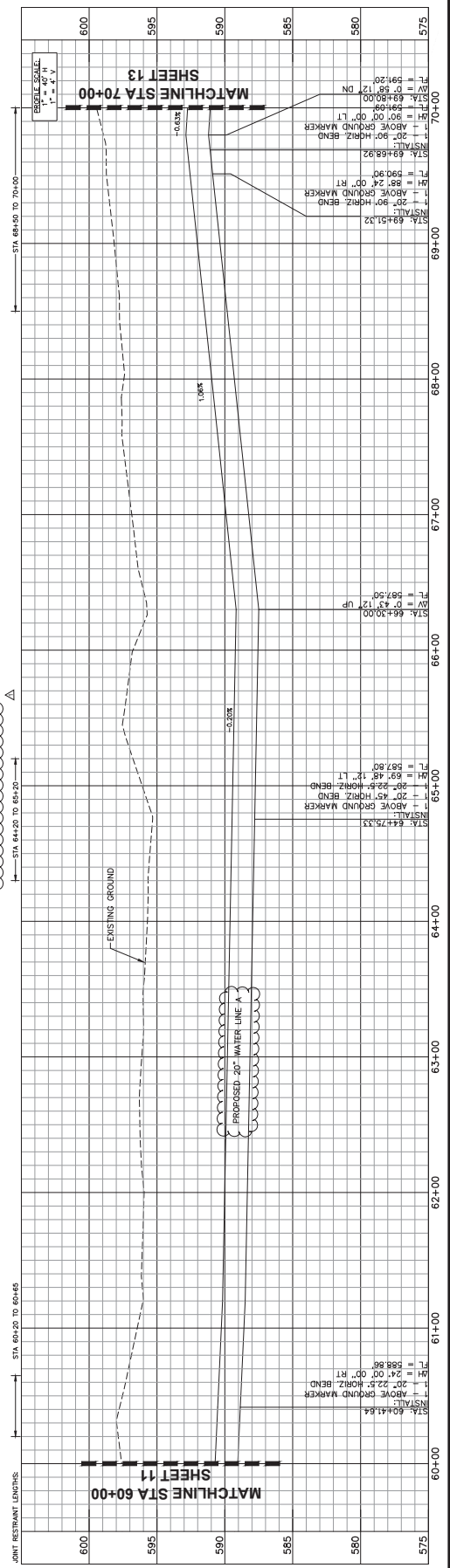




SHEET NOTES:
 1. CONTRACTOR TO REPAIR CHAIN LINK FENCE TO MATCH EXISTING FENCE IN BETTER CONDITIONS.



PROPOSED 20-INCH WATER LINE A STA 60+00 TO 70+00



MATCHLINE STA 60+00
 SHEET 11

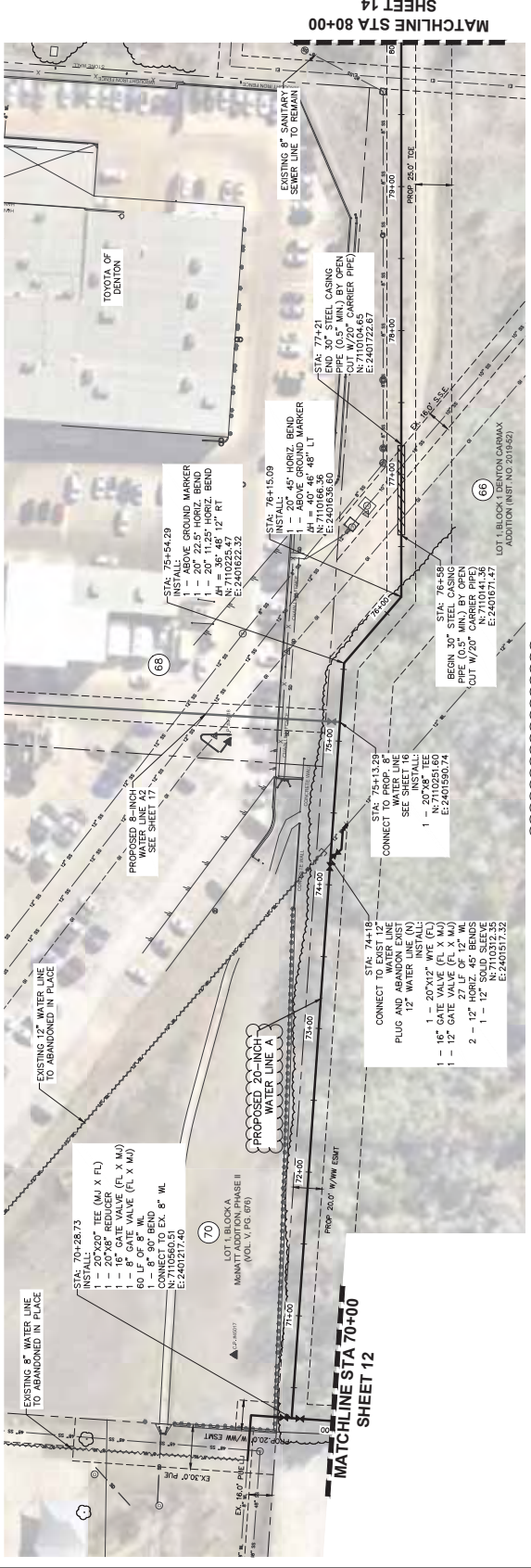
MATCHLINE STA 60+00
 SHEET 11

MATCHLINE STA 70+00
 SHEET 13

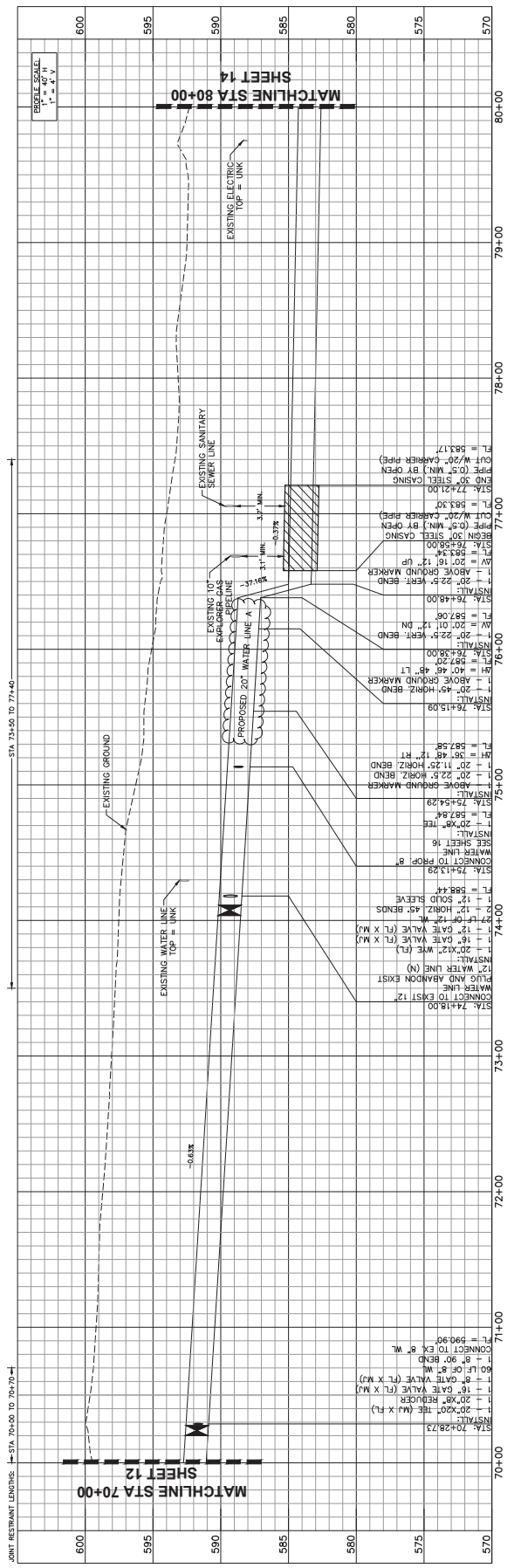


GRAPHIC SCALE IN FEET
 0 20 40 60
 FOR 11"X17" 1"=60'
 FOR 8.5"X11" 1"=40'

SHEET NOTES
 1. CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO CROSSING GAS LINE.
 2. CULVERT SEAWATER SHALL BE CONSIDERED TO BE THE LOCATION OF EXISTING UTILITIES UNLESS INDICATED OTHERWISE.



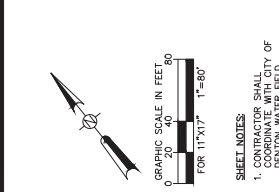
PROPOSED 20-INCH WATER LINE A STA 70+00 TO 80+00



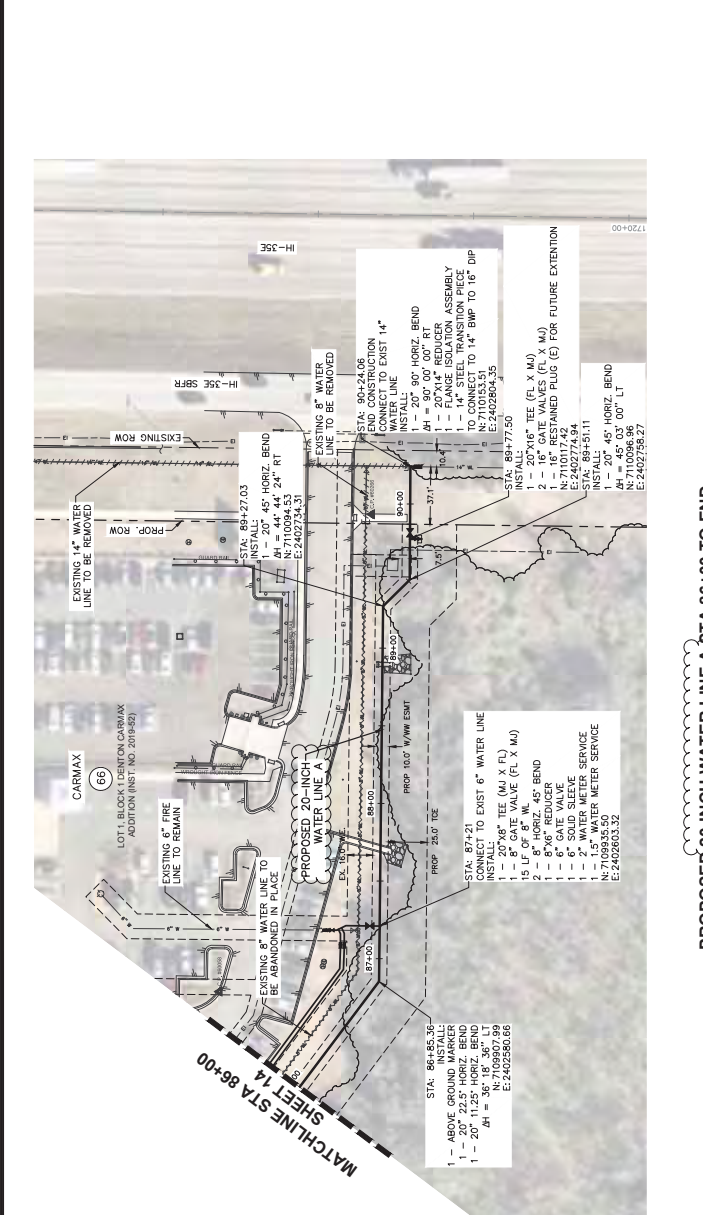
PROPOSED 20-INCH WATER LINE A STA 70+00 TO 80+00

SHEET 14
 MATCHLINE STA 80+00

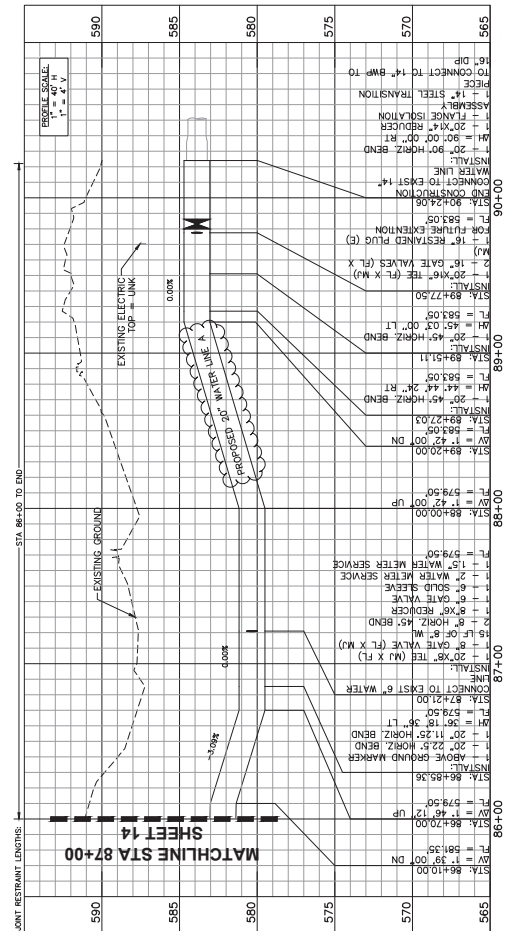
SHEET 12
 MATCHLINE STA 70+00



- SHEET NOTES**
- CONDUIT SHALL BE COORDINATE WITH CITY OF DENTON WATER FIELD. ANY CHANGES TO BE MADE IN ADVANCE OF PERFORMED SHUTDOWN. THERE ARE 3 APPROXIMATELY 840 FEET EAST AND 3 MORE APPROXIMATELY 800 FEET TO THE WEST.
 - VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING WATER SERVICE CONNECTIONS. VACUUM EXCAVATION SHALL BE PERFORMED EXISTING 14" PRIOR TO CONNECTION.



PROPOSED 20-INCH WATER LINE A STA 86+00 TO END



MATCHLINE STA 86+00

SHEET 14

MATCHLINE STA 87+00

STA: 86+26.36
 INSTALL:
 1 - ABOVE GROUND MARKER
 1 - 20" 11.25' HORIZ. BEND
 1 - 20" 15' 36" LT
 N: 710096.96
 E: 240280.66

STA: 87+21
 INSTALL:
 1 - 20"x6" TEE (M X F L)
 15' 8" GATE VALVE (F L X M J)
 2 - 8" HORIZ. 45' BEND
 1 - 8"x6" REDUCER
 1 - 6" SOLID SLEEVE
 1 - 2" WATER METER SERVICE
 N: 710096.96
 E: 240280.32

STA: 87+21
 INSTALL:
 1 - 20"x6" TEE (M X F L)
 15' 8" GATE VALVE (F L X M J)
 2 - 8" HORIZ. 45' BEND
 1 - 8"x6" REDUCER
 1 - 6" SOLID SLEEVE
 1 - 2" WATER METER SERVICE
 N: 710096.96
 E: 240280.32

STA: 88+24.06
 END CONSTRUCTION
 WATER LINE
 INSTALL:
 1 - 20"x14" REDUCER
 1 - 14" STEEL TRANSITION PIECE
 TO CONNECT TO 14" BWP TO 16" DIP
 N: 710096.96
 E: 240280.32

STA: 89+27.03
 1 - 20" 45' HORIZ. BEND
 1 - 20" 44' 24" RT
 E: 240274.31

STA: 89+27.03
 1 - 20" 45' HORIZ. BEND
 1 - 20" 44' 24" RT
 E: 240274.31

STA: 89+27.03
 1 - 20" 45' HORIZ. BEND
 1 - 20" 44' 24" RT
 E: 240274.31

STA: 89+27.03
 1 - 20" 45' HORIZ. BEND
 1 - 20" 44' 24" RT
 E: 240274.31

STA: 89+27.03
 1 - 20" 45' HORIZ. BEND
 1 - 20" 44' 24" RT
 E: 240274.31

STA: 89+27.03
 1 - 20" 45' HORIZ. BEND
 1 - 20" 44' 24" RT
 E: 240274.31

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDOCH
CHECKED:	JRA
KHA NO.:	061024039

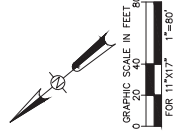


CITY OF DENTON
 HI-35E MAYHILL
 UTILITY RELOCATIONS

PROPOSED 6-INCH WATER LINE A1

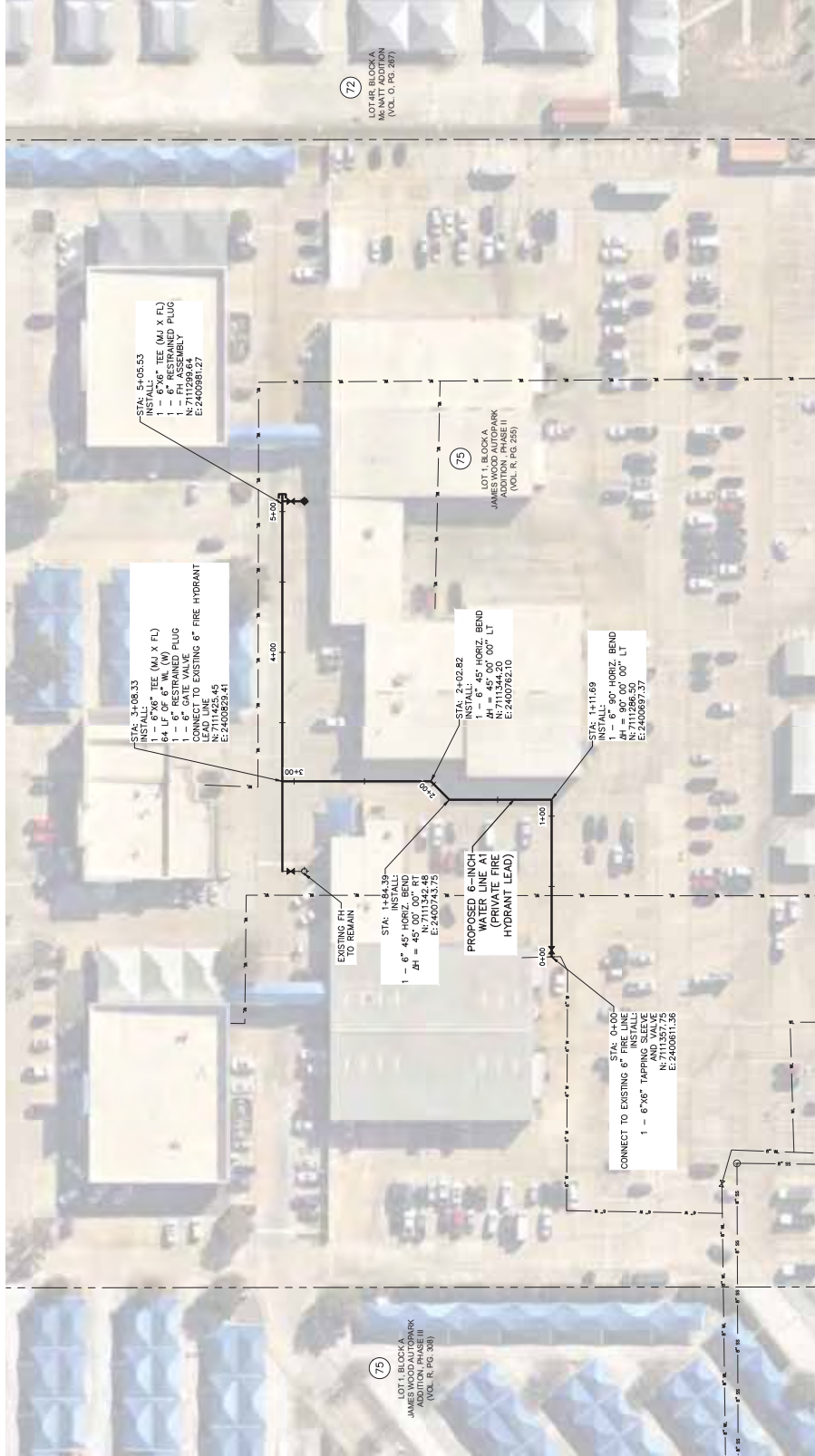
NO.	Revision
1	07/27/2022

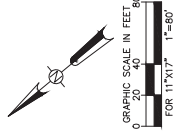
16
 SHEET



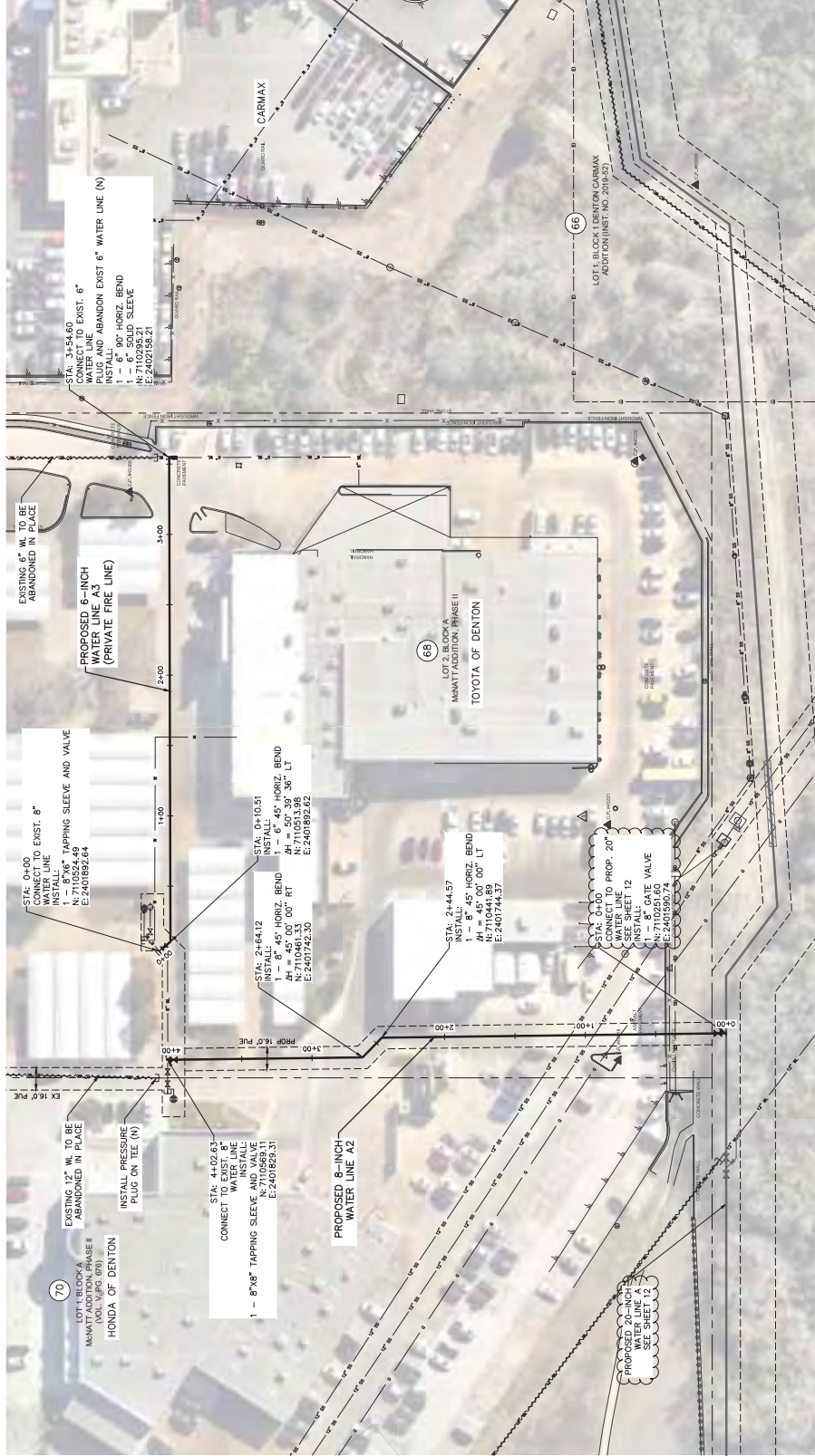
SHEET NOTES

1. CONTRACTOR SHALL ENSURE ALL CROSSING UTILITIES.
2. COORDINATE ACCESS WITH PROPERTY OWNER PRIOR TO ANY WORK WITHIN THE LIMITS OF WORK WITH LEFT MARTINEZ (817-403-1900).



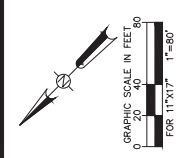


- SHEET NOTES:**
- CONTRACTOR SHALL ENSURE MINIMUM 2 FT CLEARANCE FOR ALL CROSSING UTILITIES.
 - CONTRACTOR SHALL CONTACT 817-921-7473 PRIOR TO CROSSING GAS LINE.
 - COORDINATE ACCESS WITH PROPERTY OWNER FOR FIRE LINE ACCESS.

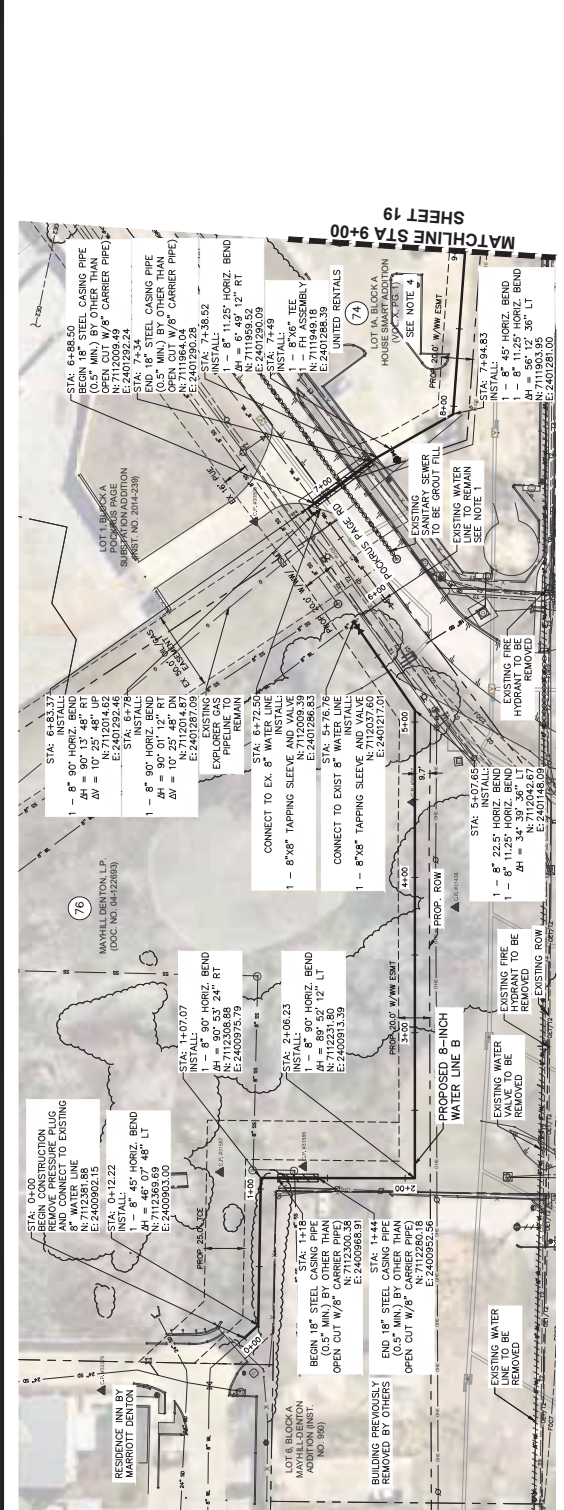




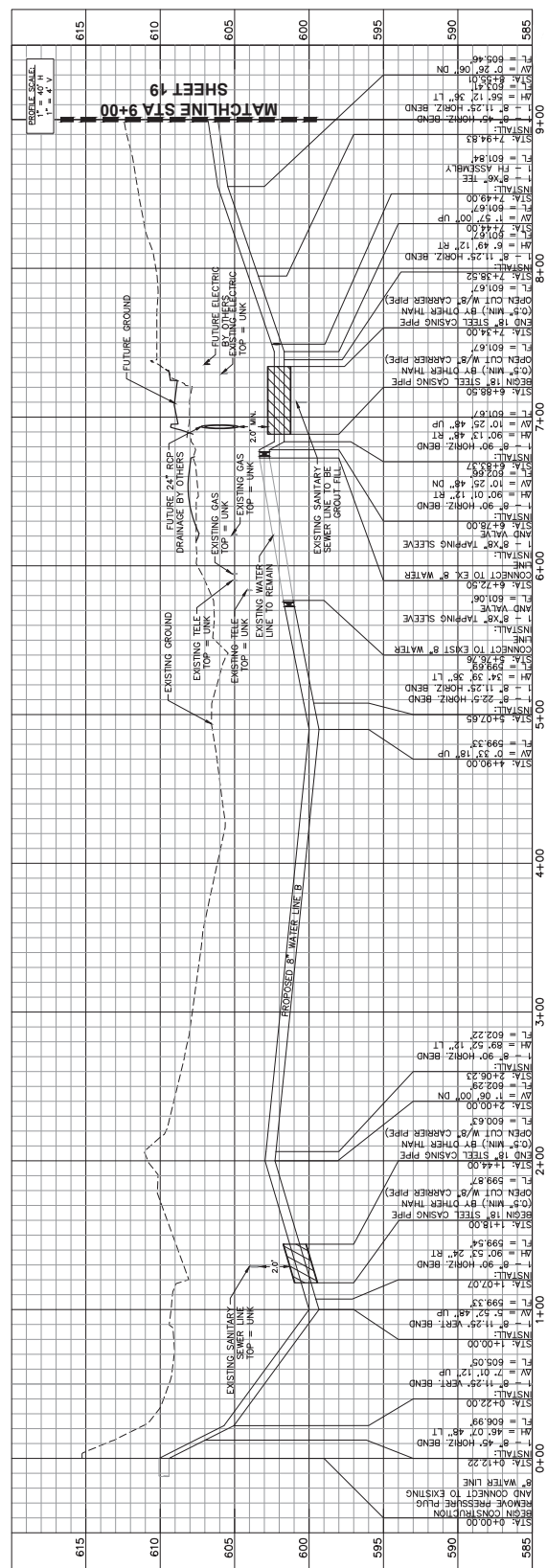
DATE:	JULY 2022
DESIGN:	CFI
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024039



- SHEET NOTES:**
- EXISTING WATER LINE AND SANITARY LINE TO BE REMOVED FROM STA. 8+76 TO 8+78.
 - CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD IN ADVANCE OF PERFORMING SHUTDOWN AND TIE-IN.
 - VACUUM EXCAVATION SHALL BE SUBSIDIARY TO UTILITIES BID ITEM.
 - VERIFY FENCING REQUIREMENTS WITH PROPERTY OWNER.

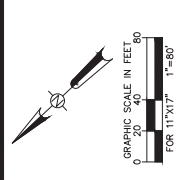


PROPOSED 8-INCH WATER LINE B STA 0+00 TO 9+00

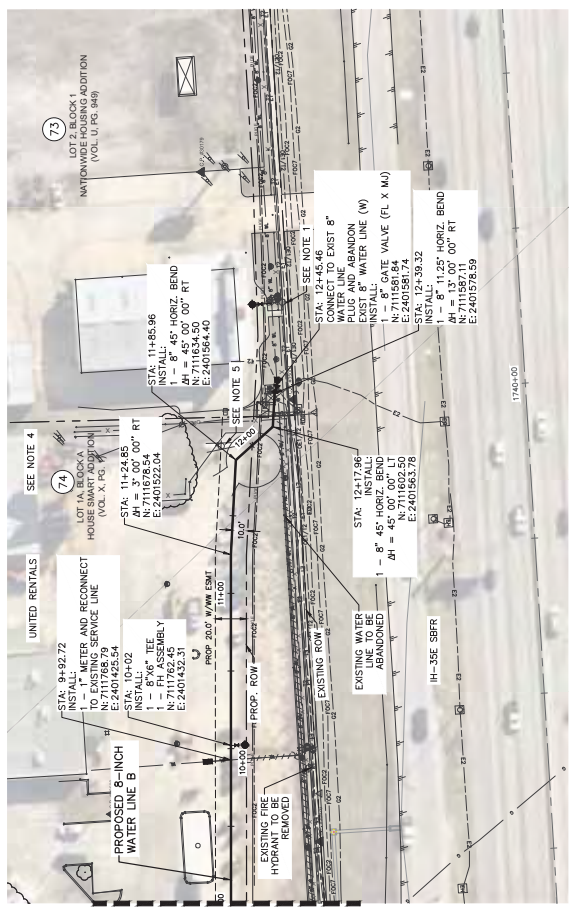




DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDOH
CHECKED:	JFA
KHA NO.:	061024039

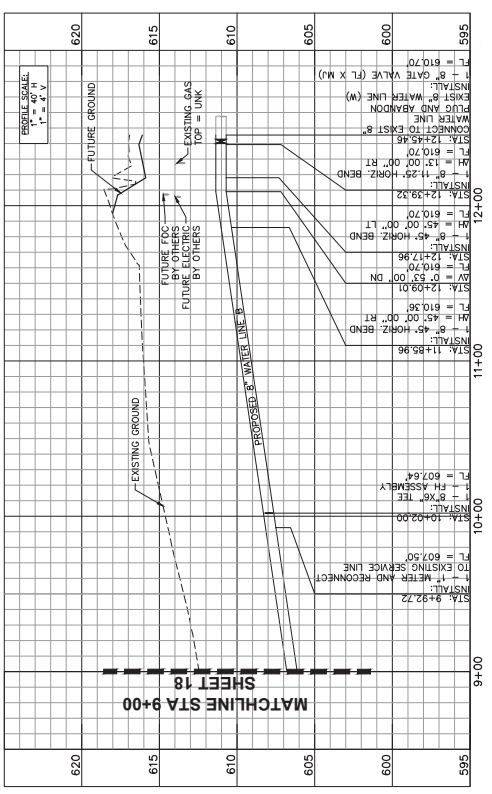


- SHEET NOTES**
- EXISTING WATER LINE TO REMAIN. ALL EXISTING UTILITY LOCATIONS AND DEPTHS ARE TO BE SET AT ROW LINE. CONNECT BACK TO EX 3/4" WATER METERS. WATER LINE 3/4" REMAINS IN TYPICAL ROW FROM REMAINS TO THE SOUTH, AND REMAINS TO THE SOUTH.
 - CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER DEPARTMENT TO ADVANCE PERMITS FOR SHUTDOWN AND TIE-IN.
 - VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
 - VERIFY FENCING REQUIREMENTS IF ANY. ALL EXISTING FENCING TO BE REMOVED FOR CONSTRUCTION. IT SHALL BE REPLACED TO MEET ALL CITY OF DENTON REQUIREMENTS AND SHALL BE SUBSIDIARY TO PPE INSTALLATION.
 - EXISTING SIGN TO REMAIN.

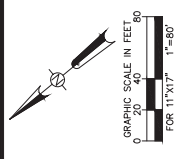


SHEET 18
MATCHLINE STA 9+00

PROPOSED 8-INCH WATER LINE B STA 9+00 TO END

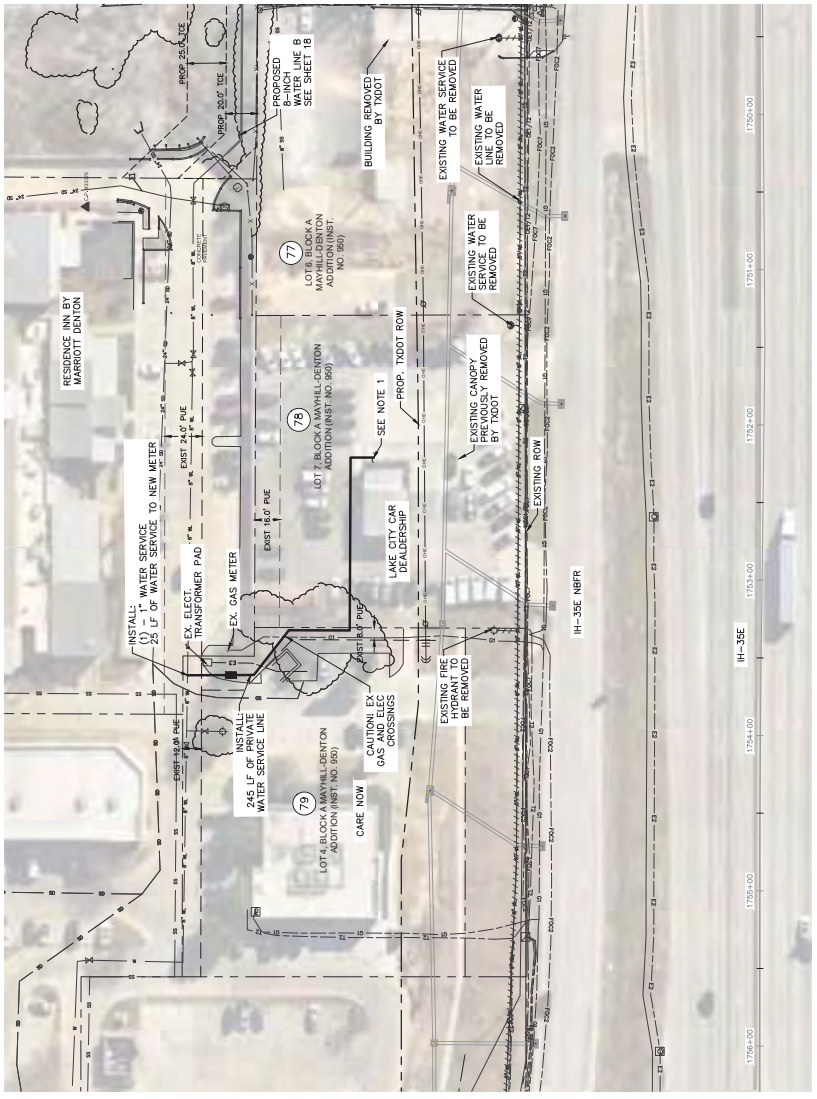


SHEET 18
MATCHLINE STA 9+00



SHEET NOTES:

1. COORDINATE WITH PROPERTY OWNER ON EXACT LOCATION OF EXISTING WATER SERVICE LINE CONNECTION.
2. CONTRACTOR SHALL ENSURE MINIMUM 2' CLEARANCE FOR ALL CROSSING UTILITIES.



Kimley-Horn
 15300 F.L. Worth, TX 76102
 817-752-6511
 07/27/2022

NO. _____
 REVISION _____
 BY: D16

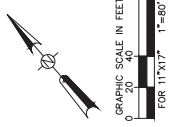


CITY OF DENTON
 IH-35E MAYHILL
 UTILITY RELOCATIONS

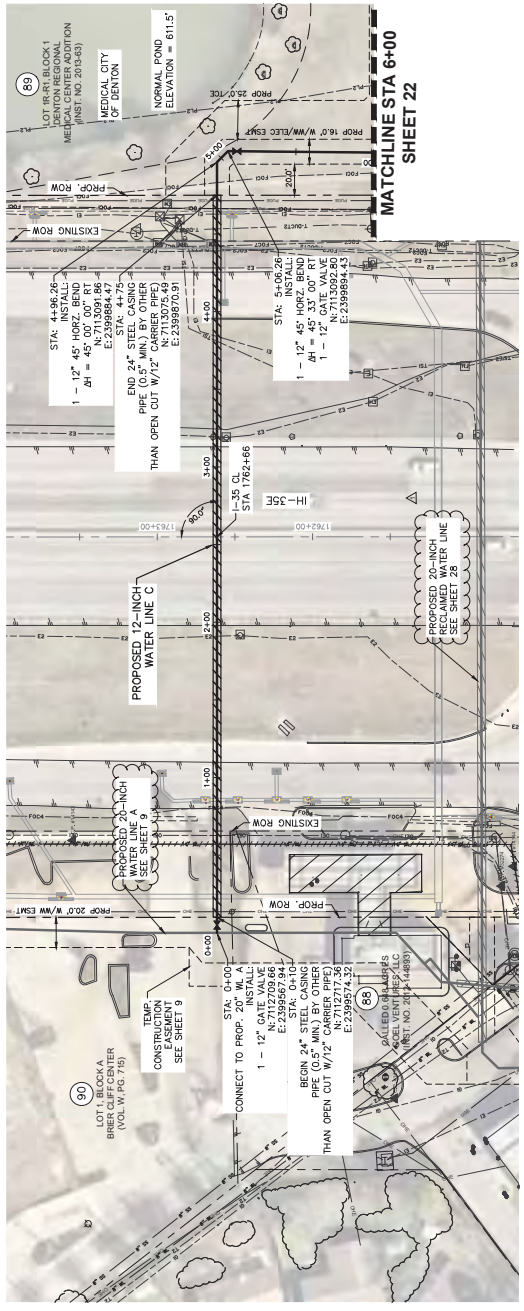
PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION

DATE:	JULY 2022
DESIGN:	CFI
DRAWN:	NDOH
CHECKED:	JFA
KHA NO.:	061024039

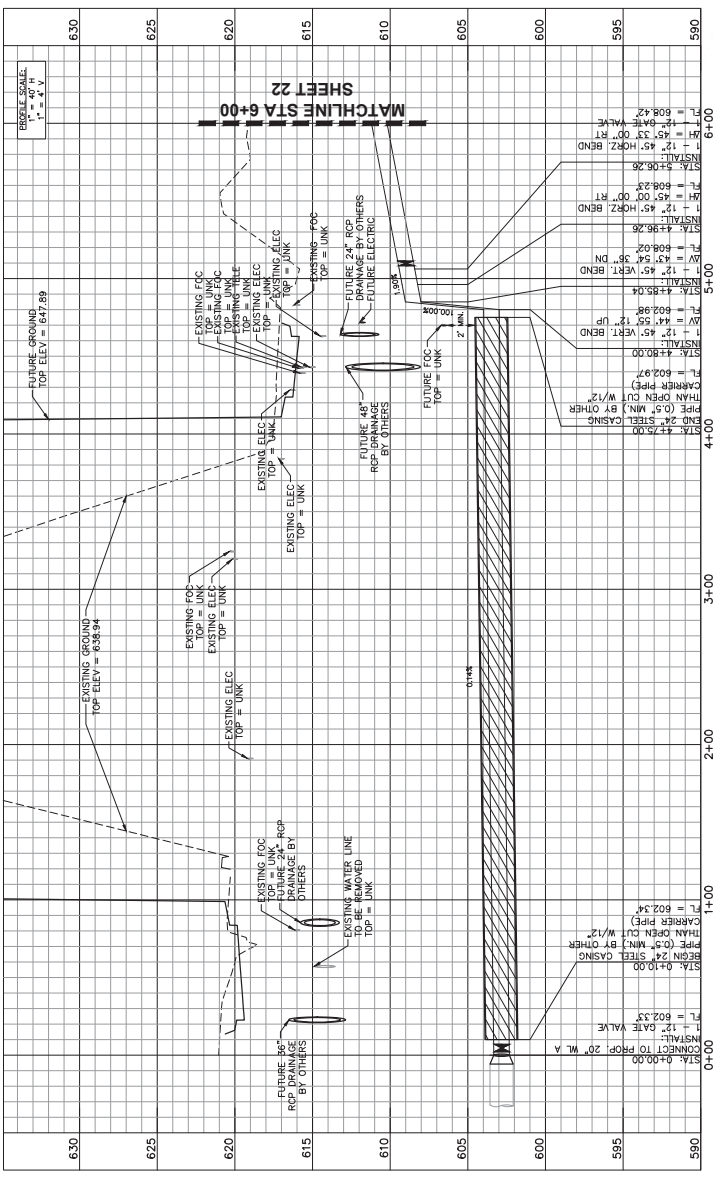
20
 SHEET



GRAPHIC SCALE IN FEET
 0 20 40 80
 FOR 11"x17" 1"=80'
 1. CONTRACTOR SHALL COORDINATE WITH THE CITY OF DENTON FOR ALL OPERATIONS 18-HOURS IN ADVANCE. ALL WORK SHALL BE SHUT DOWN AND TRUCKS SHALL BE REMOVED FROM THE LOCATION OF EXISTING UTILITIES 60' AHEAD.



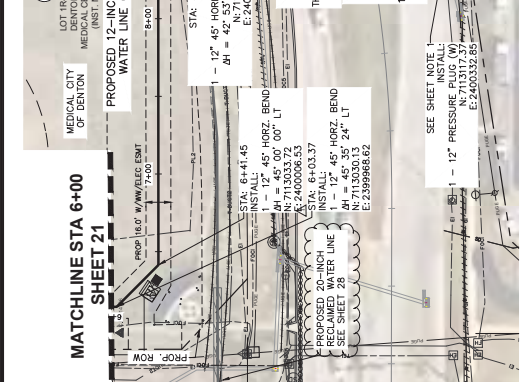
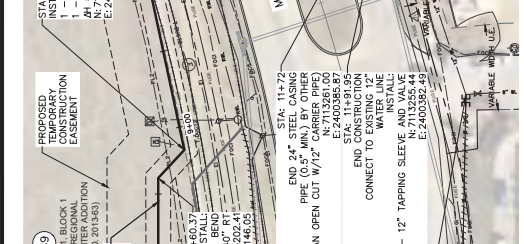
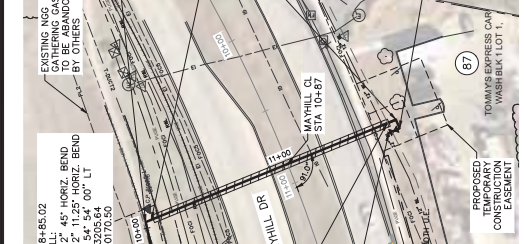
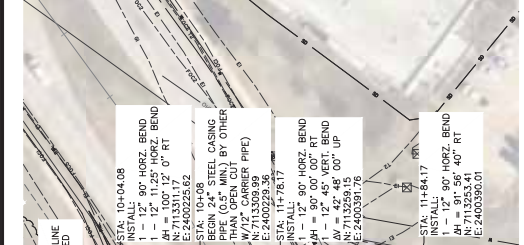
PROPOSED 12-INCH WATER LINE C STA 0+00 TO 6+00



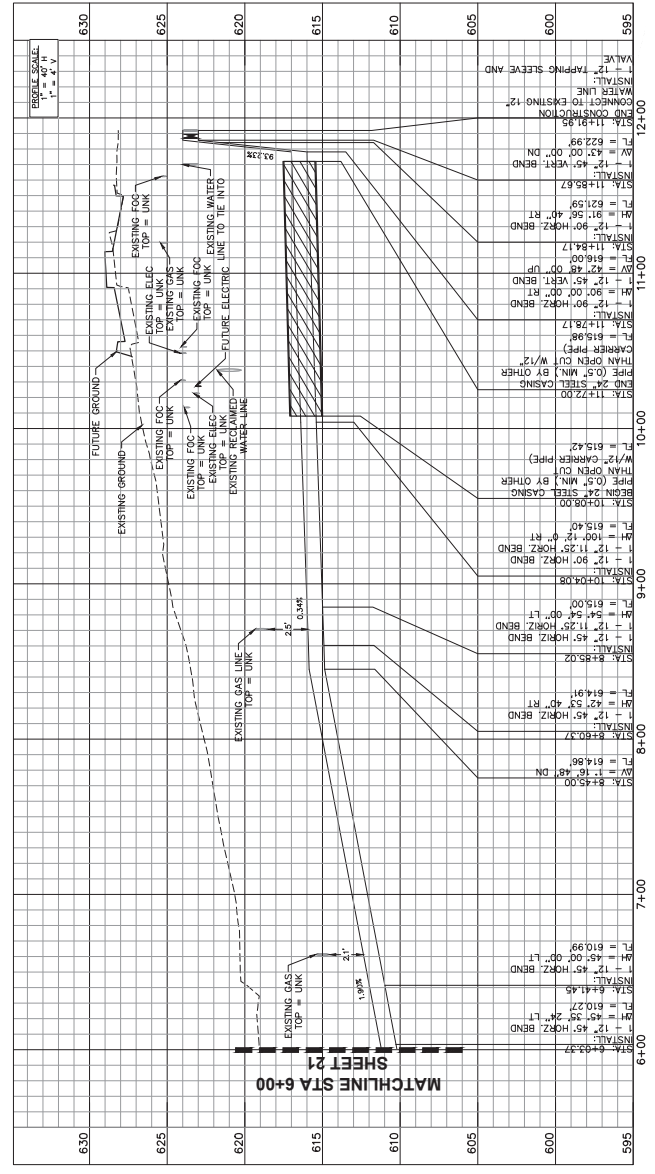


GRAPHIC SCALE IN FEET
 0 20 40 80
 FOR 11"x17" 1"=80'

SHEET NOTES
 1. CONTRACTOR TO LOCATE EXISTING PRESSURE PLUG, ABANDON WATER LINE TO THE SOUTH.
 2. CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING DENON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF ANY SHUTDOWN AND TE-IN.
 3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES 800 FEET.

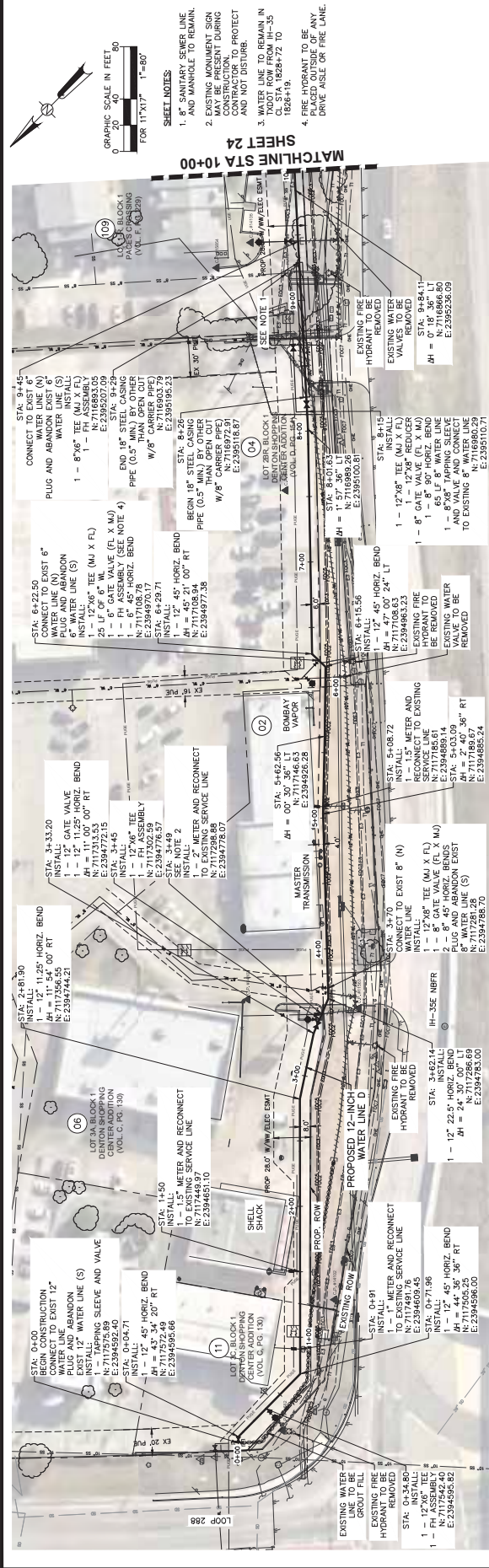


PROPOSED 12-INCH WATER LINE C STA 6+00 TO END

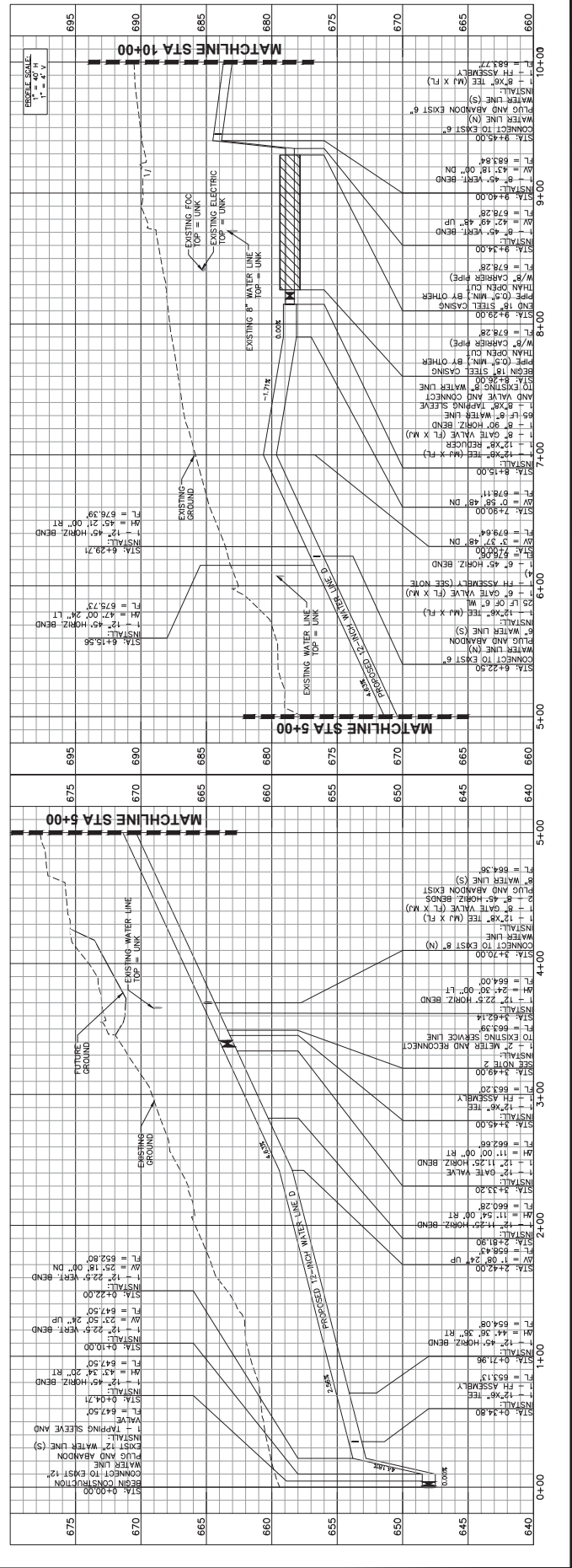


PROPOSED 12-INCH WATER LINE C STA 8+00 TO END

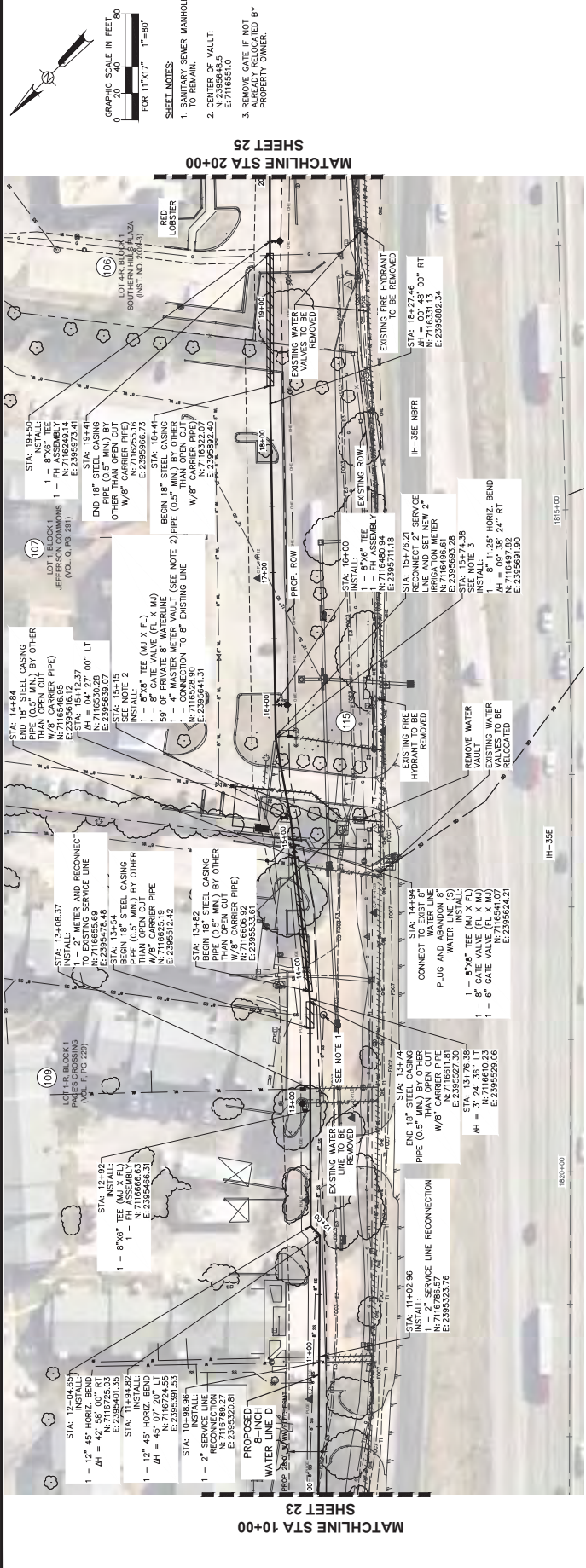




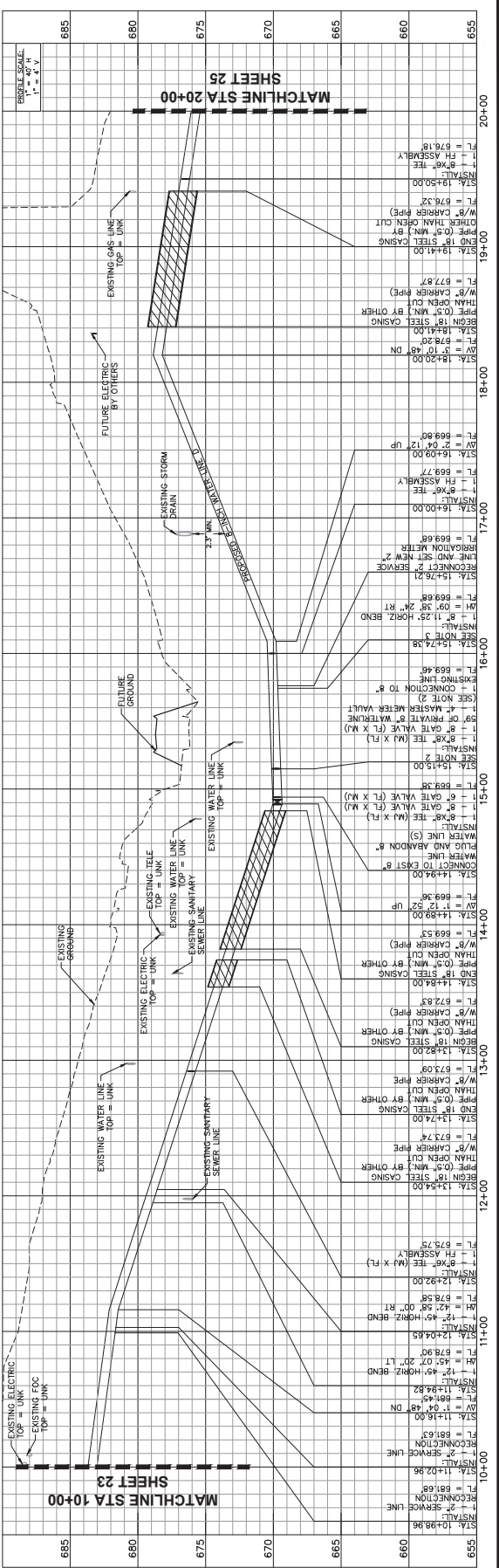
SHEET 24
MATCHLINE STA 10+00

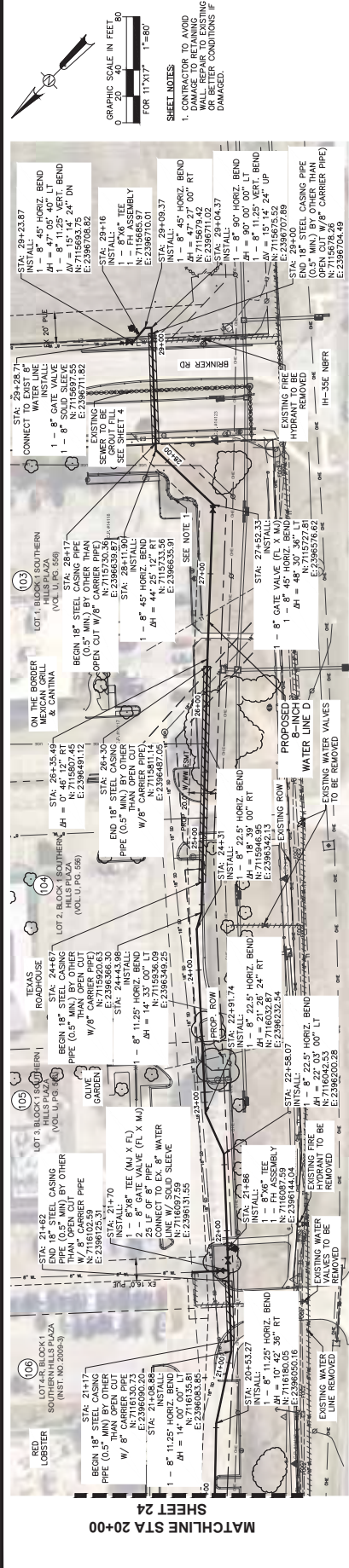


SHEET 24
MATCHLINE STA 10+00

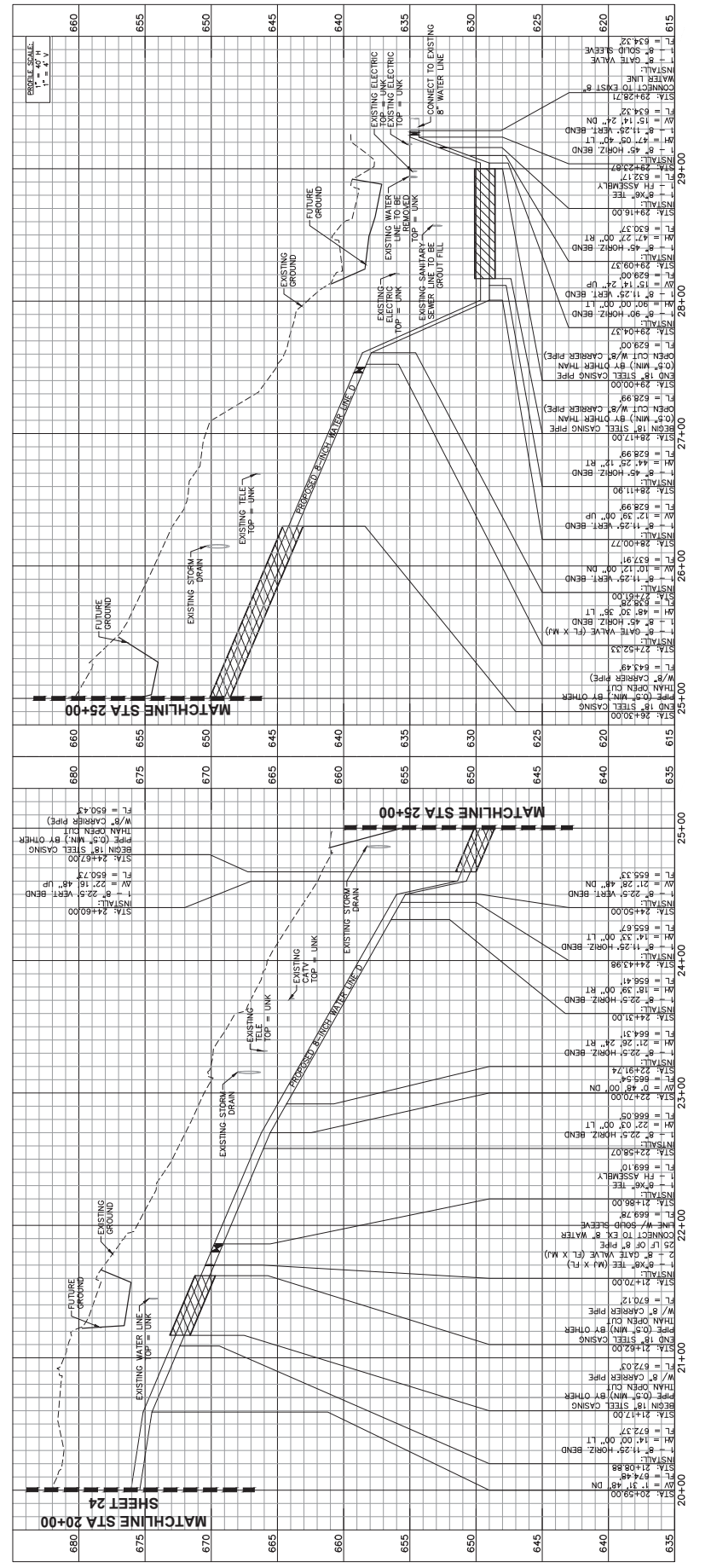


PROPOSED 8-INCH WATER LINE D STA 10+00 TO 20+00



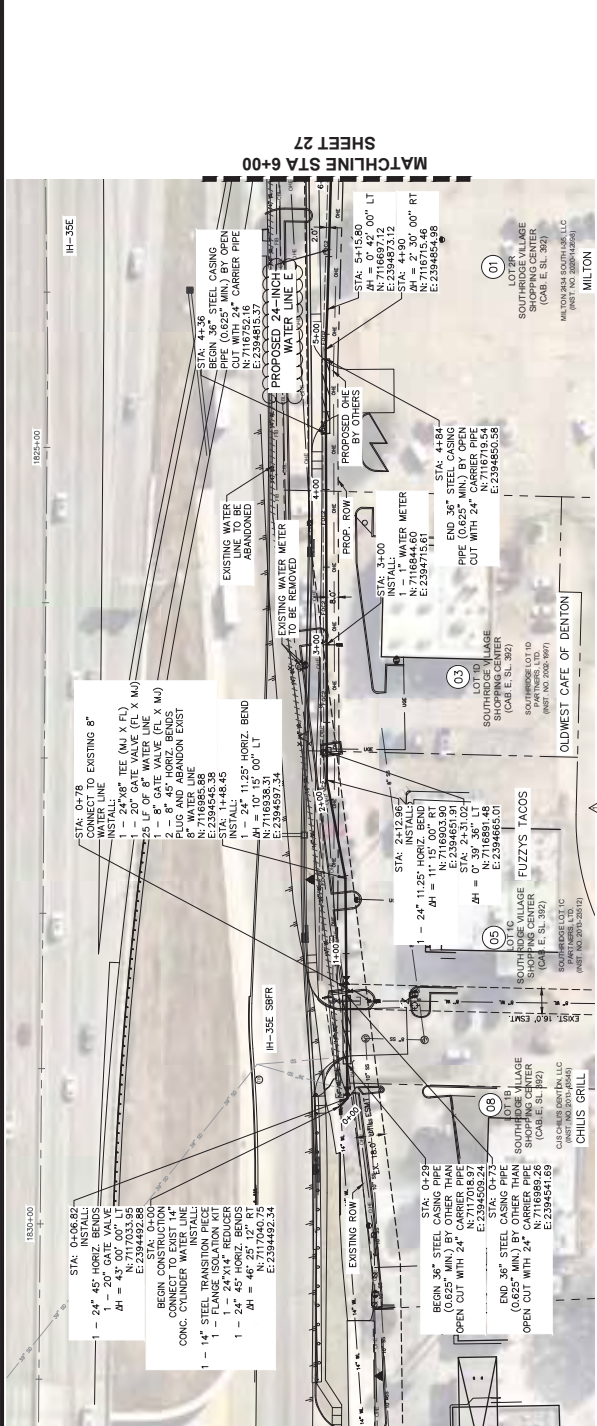


PROPOSED 8-INCH WATER LINE D STA 20+00 TO END

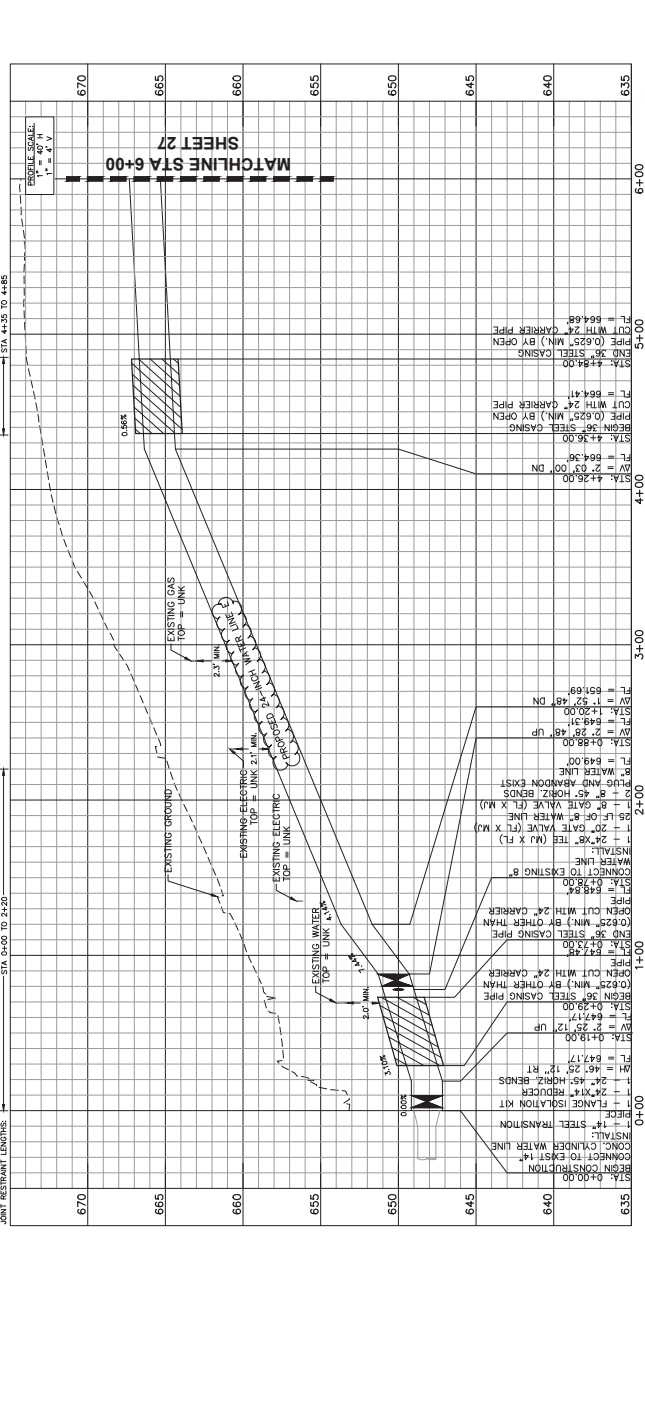




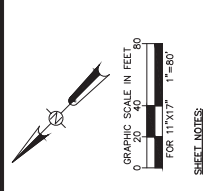
- GRAPHIC SCALE IN FEET**
 0 20 40 60 80
 FOR 11"x17" 1"=80'
- SHEET NOTES:**
1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY OPERATIONS. 48-HOURS IN ADVANCE WRITING NOTICE TO THE CITY ENGINEER SHALL BE SUBMITTED TO THE CITY ENGINEER. ALL UTILITIES TO BE REMOVED SHALL BE ABANDONED AND NOT REINSTALLED.
 2. USUAL EROSION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES AND TIE-IN.
 3. WATER MAIN REMAINS IN PLACE AND SHALL BE REINSTALLED AS SHOWN. TRANSITIONS INTO EXISTING WATER MAIN SHALL TAKE EXTREME CAUTION TO AVOID COLLISION TO EXISTING UTILITIES IN THE CORRIDOR.



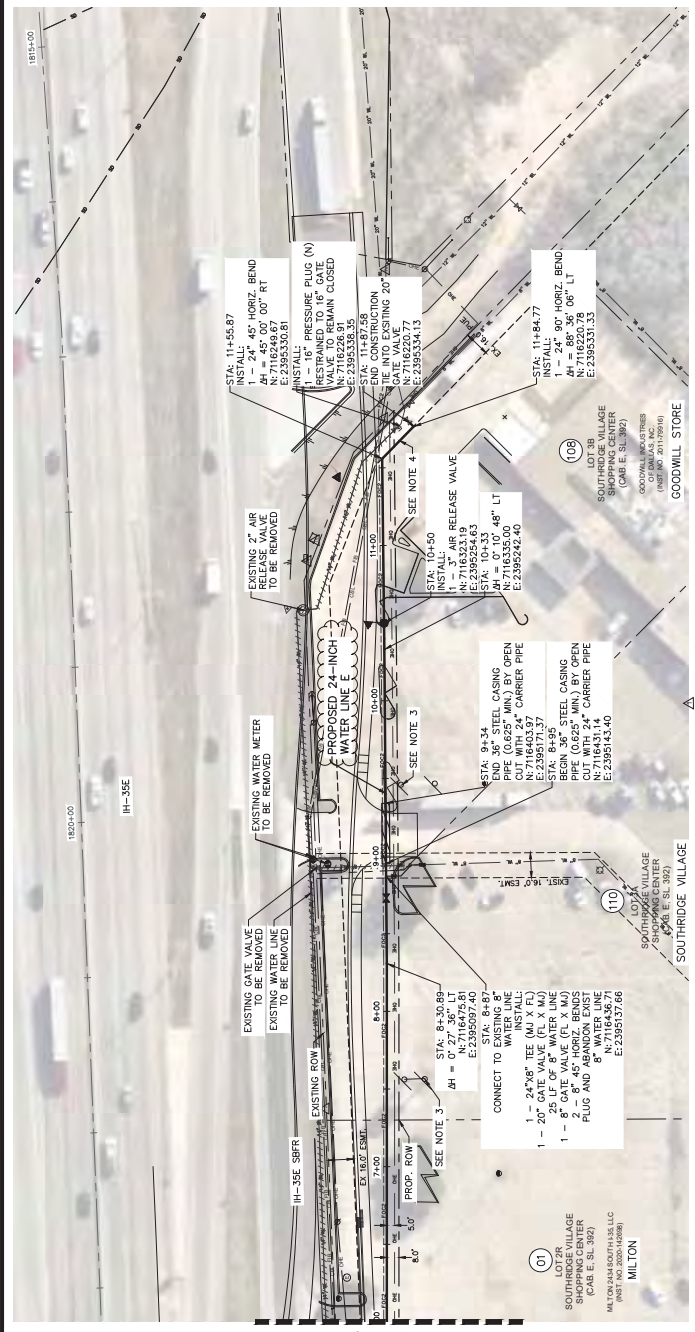
PROPOSED 24-INCH WATER LINE E STA 0+00 TO 6+00



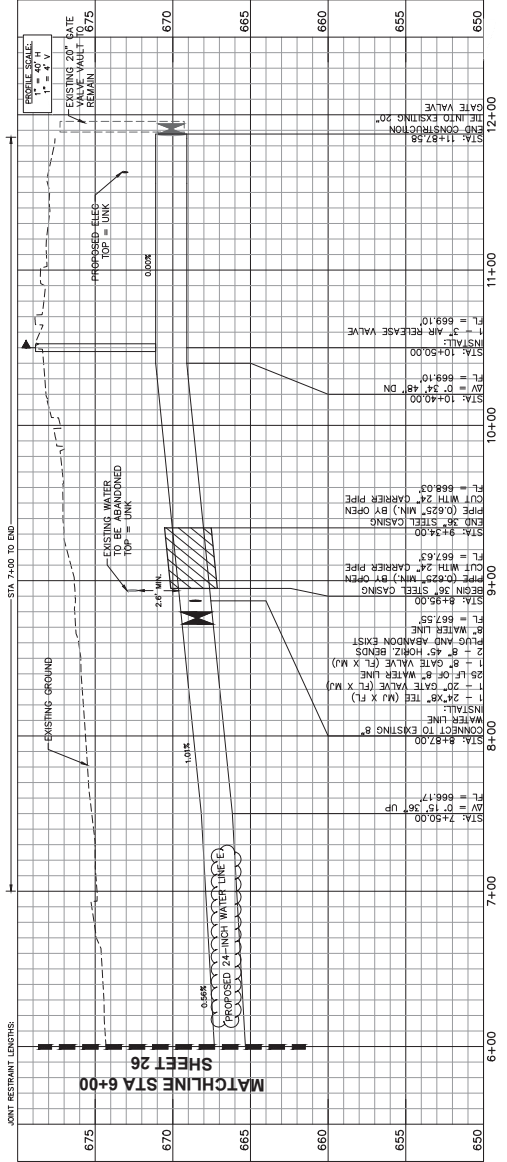
PROPOSED 24-INCH WATER LINE E STA 0+00 TO 6+00



- SHEET NOTES:**
- CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. 48-HOURS IN ADVANCE NOTICE SHALL BE PROVIDED TO ALL UTILITY OWNERS. SHUTDOWN AND REPAIR SHALL BE THE RESPONSIBILITY OF THE UTILITY OWNERS.
 - USUAL EROSION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES AND SHALL BE REMOVED BY OTHERS.
 - NO TEMPORARY CONSTRUCTION EASEMENTS ARE PROVIDED. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION ACCESS WITH ADJACENT PROPERTY OWNERS.



PROPOSED 24-INCH WATER LINE E STA 6+00 TO END



MATCHLINE STA 6+00

SHEET 26

SOUTHSHORE VILLAGE SHOPPING CENTER
 (C&B E, SL 362)
 MILTON

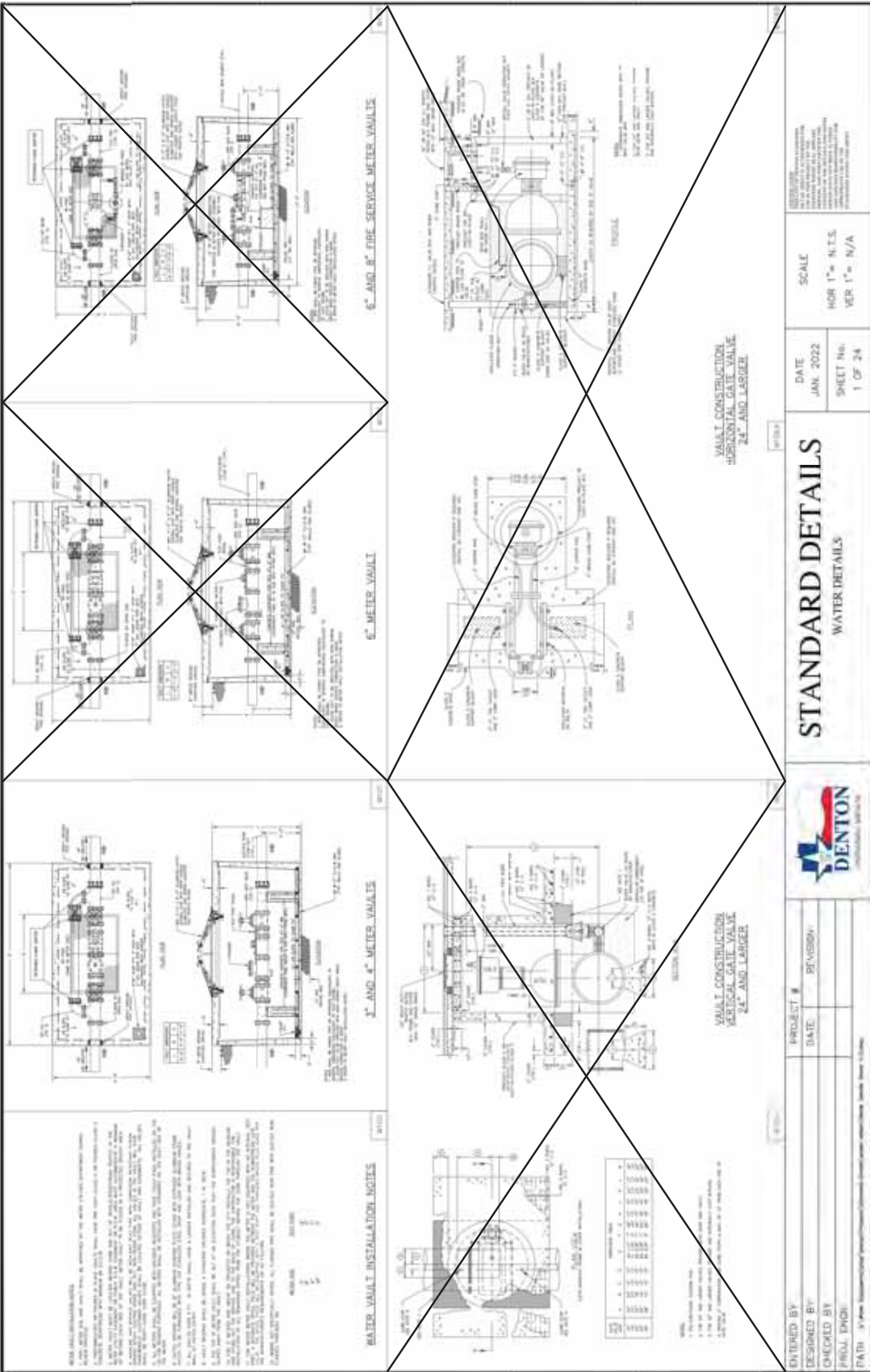
SOUTHSHORE VILLAGE SHOPPING CENTER
 (C&B E, SL 362)
 MILTON

GOODWILL STORE

MATCHLINE STA 6+00

SHEET 26

PROPOSED 24-INCH WATER LINE E



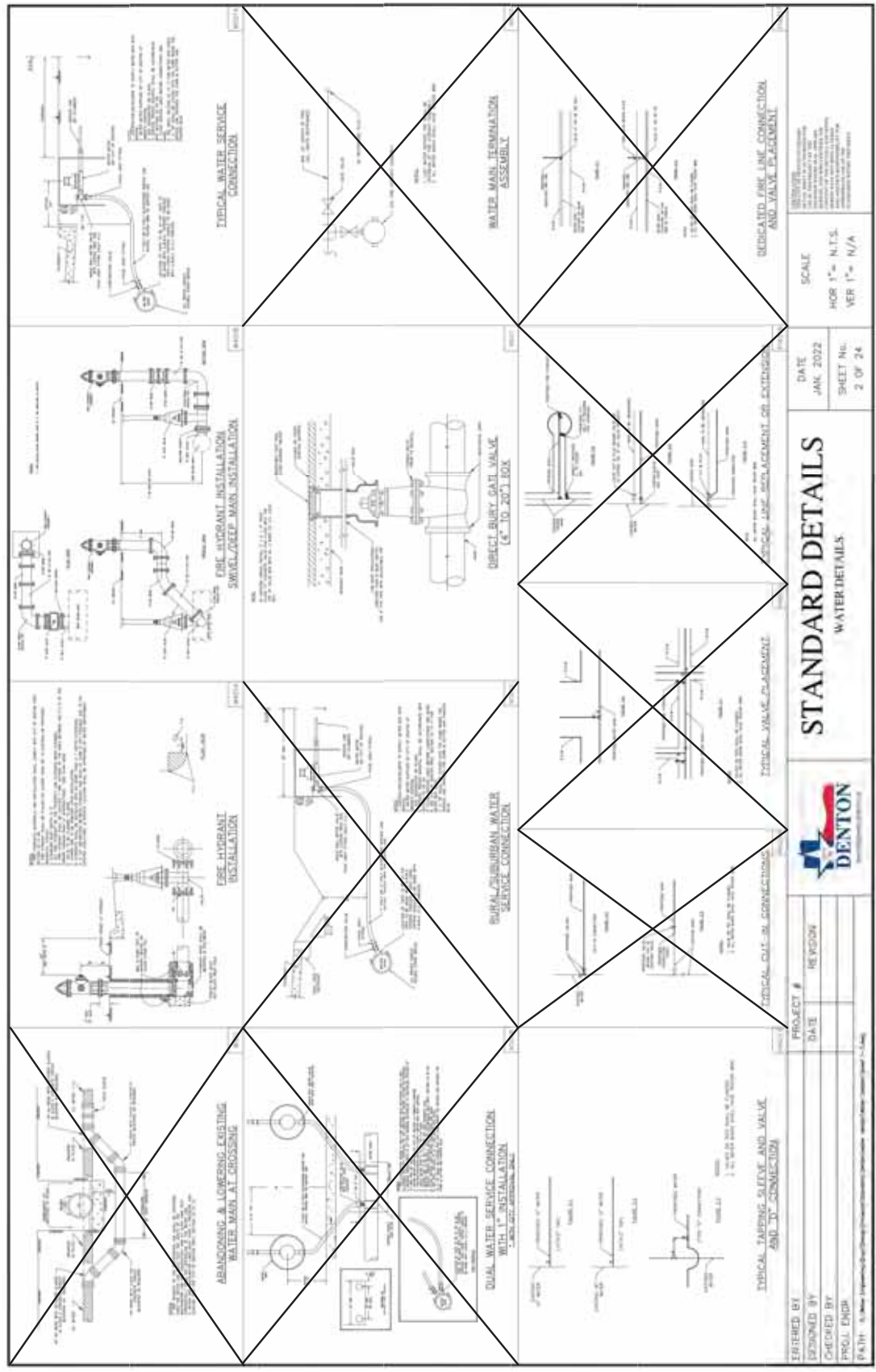
STANDARD DETAILS
WATER DETAILS

DESIGNED BY	PROJECT #	DATE	REVISION
DRAWN BY	DATE	PROJECT	
CHECKED BY	DATE	PROJECT	
PROJECT ENGINEER	DATE	PROJECT	
PROJECT PATH	If from Homebased Project: \\server\projects\061024039-10-CR-135-4511-12-2022-06-09-29		

DATE: JAN. 2022
 SHEET No.: 1 OF 24

SCALE: HOR 1" = 1'-0" N.T.S.
 VER 1" = N/A

REVISIONS:



STANDARD DETAILS
 WATER DETAILS

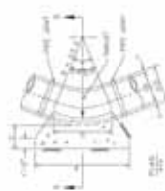

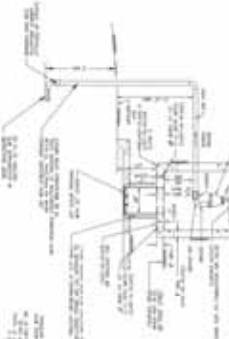





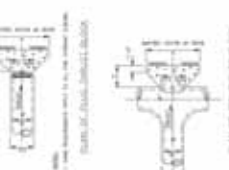



PROJECT #	DATE	REVISION
	JAN. 2022	

DATE: JAN. 2022
 SHEET NO.: 2 OF 24
 SCALE: HOR 1" = N.T.S.
 VER 1" = N/A



STANDARD DETAILS		DATE	SCALE
WATER DETAILS		JAN, 2022	HOR 1" = N.T.S. VER 1" = N/A
PROJECT #		SHEET No.	3 OF 24
DATE		REVISED:	
ENTERED BY		PROJECT #	
DESIGNED BY		DATE	
CHECKED BY		REVISION:	
PROJECT ENGR		DATE	
DATE		REVISION:	

<p>THRUST BLOCK GENERAL NOTES</p> <p>1. ALL THRUST BLOCKS SHALL BE CONCRETE.</p> <p>2. ALL THRUST BLOCKS SHALL BE CAST IN PLACE.</p> <p>3. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL WIDTH OF THE PIPE.</p> <p>4. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL DEPTH OF THE PIPE.</p> <p>5. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL LENGTH OF THE PIPE.</p> <p>6. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL THICKNESS OF THE PIPE.</p> <p>7. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL WEIGHT OF THE PIPE.</p> <p>8. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL STRENGTH OF THE PIPE.</p> <p>9. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL DURABILITY OF THE PIPE.</p> <p>10. ALL THRUST BLOCKS SHALL BE CAST TO THE FULL SERVICE LIFE OF THE PIPE.</p>	<p>HORIZONTAL THRUST BLOCK AT PIPE BEND</p>   <p>TABLE OF DIMENSIONS AND MATERIALS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION</th> <th>QUANTITY</th> <th>UNIT</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CONCRETE</td> <td>1.00</td> <td>CU YD</td> <td></td> </tr> <tr> <td>2</td> <td>STEEL</td> <td>1.00</td> <td>LB</td> <td></td> </tr> <tr> <td>3</td> <td>PIPE</td> <td>1.00</td> <td>FT</td> <td></td> </tr> </tbody> </table>	ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS	1	CONCRETE	1.00	CU YD		2	STEEL	1.00	LB		3	PIPE	1.00	FT		<p>HORIZONTAL THRUST BLOCK AT PIPE BEND</p>  <p>COMBINATION AIR VALVE ASSEMBLIES 3" AND LARGER</p> 																				
ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS																																						
1	CONCRETE	1.00	CU YD																																							
2	STEEL	1.00	LB																																							
3	PIPE	1.00	FT																																							
<p>VERTICAL THRUST BLOCK AT PIPE BEND</p>   <p>TABLE OF DIMENSIONS AND MATERIALS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION</th> <th>QUANTITY</th> <th>UNIT</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CONCRETE</td> <td>1.00</td> <td>CU YD</td> <td></td> </tr> <tr> <td>2</td> <td>STEEL</td> <td>1.00</td> <td>LB</td> <td></td> </tr> <tr> <td>3</td> <td>PIPE</td> <td>1.00</td> <td>FT</td> <td></td> </tr> </tbody> </table>	ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS	1	CONCRETE	1.00	CU YD		2	STEEL	1.00	LB		3	PIPE	1.00	FT		<p>VERTICAL THRUST BLOCK AT PIPE BEND</p>  <p>COMBINATION AIR VALVE ASSEMBLIES 1" AND 2"</p> 	<p>HORIZONTAL THRUST BLOCK AT TEE AND BRANCH</p>   <p>TABLE OF DIMENSIONS AND MATERIALS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION</th> <th>QUANTITY</th> <th>UNIT</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CONCRETE</td> <td>1.00</td> <td>CU YD</td> <td></td> </tr> <tr> <td>2</td> <td>STEEL</td> <td>1.00</td> <td>LB</td> <td></td> </tr> <tr> <td>3</td> <td>PIPE</td> <td>1.00</td> <td>FT</td> <td></td> </tr> </tbody> </table>	ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS	1	CONCRETE	1.00	CU YD		2	STEEL	1.00	LB		3	PIPE	1.00	FT	
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DATE: JULY 2022
DESIGN: CRP
DRAWN: NDOH
CHECKED: JJA
KMA NO.: 061024039

CITY STANDARD DETAILS 4

CITY OF DENTON
H-35E MAYHILL
UTILITY RELOCATIONS



Kimley-Horn
TP&E Firm No. 528
801 Cherry St., Suite 1300
Ft. Worth, TX 76102
By: [Signature] Date:

SCALE
HOR 1" = N.T.S.
VER 1" = N/A

DATE
JAN, 2022
SHEET NO.
4 OF 24

STANDARD DETAILS

WASTEWATER DETAILS



ENTERED BY	PROJECT #	DATE	REVISION

PATH: C:\Users\jja\AppData\Local\Microsoft\Windows\Fonts\fontx-028a9f.dcf

ABANDONMENT OF MANHOLE

AT 15' FROM MANHOLE...
1. FILL MANHOLE WITH 15' OF CONCRETE...
2. FILL WITH BACKFILL...
3. GRAD TO ORIGINAL GRADE...

MANHOLE FRAME AND COVER

MANHOLE FRAME AND COVER
1. MANHOLE FRAME
2. COVER
3. GASKET

RIE-CAST MANHOLE WITH LINING

RIE-CAST MANHOLE WITH LINING
1. RIE-CAST MANHOLE
2. LINING
3. GASKET

DROP MANHOLE

DROP MANHOLE
1. DROP PIPE
2. MANHOLE

WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET
1. MANHOLE COVER
2. CAM LOCKS
3. GASKET

COMPOSITE WATER-TIGHT MANHOLE JOINT WITH CAM LOCKS AND GASKET

COMPOSITE WATER-TIGHT MANHOLE JOINT WITH CAM LOCKS AND GASKET
1. MANHOLE JOINT
2. CAM LOCKS
3. GASKET

FIBERGLASS MANHOLE WITH STUBBOUS

FIBERGLASS MANHOLE WITH STUBBOUS
1. FIBERGLASS MANHOLE
2. STUBBOOS

CAST-IN-PLACE MANHOLE

CAST-IN-PLACE MANHOLE
1. CAST-IN-PLACE MANHOLE
2. LINING
3. GASKET

SEWERLINE INTERSECTION

SEWERLINE INTERSECTION
1. SEWERLINE INTERSECTION
2. MANHOLE



<p>TYPICAL UTILITY PLACEMENTS</p>	<p>TYPICAL SAW-CUT</p>	<p>EMBEDDED PAVEMENT BENCH</p>	<p>CONCRETE ENCASUREMENT FOR UTILITY LINES</p>
<p>UNGRADED TRENCH</p>	<p>EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT</p> <p>• MODIFIED</p>	<p>EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE</p> <p>• MODIFIED</p>	<p>EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE</p> <p>• MODIFIED</p>

* FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 05
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STANDARD DETAILS
 WATER/WASTEWATER SHARED DETAILS

DATE: JAN. 2022
 SHEET NO.: 7 OF 24
 SCALE: HQR 1"= N.T.S., VQR 1"= N/A

ENTERED BY: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 PROJ. ENGR: _____
 PATH: P:\Water_Assessment\JFA\061024039\061024039-01-CIT-STANDARD\061024039-01-CIT-STANDARD.dwg 7/29/2022 8:39 AM



DATE:	JULY 2022
DESIGN:	CFI
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024039

TYPICAL SERVICE LINE LAYOUT
 (from left side view of road)

INSTALLATION IN STEEL CASINGS ON UNDER PLATE FOR EPIC AND UIC

INSTALLATION IN STEEL CASINGS ON UNDER PLATE FOR BAR-REINFORCED STEEL CONCRETE PIPE

STANDARD DETAILS
 WATER/WASTEWATER SHARED DETAILS

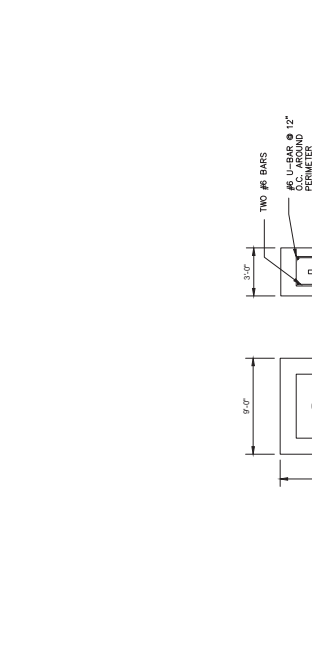
ENTERED BY:	PROJECT #
DESIGNED BY:	DATE
CHECKED BY:	REVISION
EROL, ENJOE	

DATE:	JAN 2022
SHEET NO.:	8 OF 24

SCALE:	HOR 1"= N.T.S. VER 1"= N/A
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DENTON
 PROJECT # _____ DATE _____ REVISION _____
 ENTERED BY: _____ DESIGNED BY: _____ CHECKED BY: EROL, ENJOE
 DATE: JAN 2022 SHEET NO. 8 OF 24
 SCALE: HOR 1"= N.T.S. VER 1"= N/A
STANDARD DETAILS
 WATER/WASTEWATER SHARED DETAILS
 INSTALLATION IN STEEL CASINGS ON UNDER PLATE FOR EPIC AND UIC
 INSTALLATION IN STEEL CASINGS ON UNDER PLATE FOR BAR-REINFORCED STEEL CONCRETE PIPE
 TYPICAL SERVICE LINE LAYOUT (from left side view of road)

PROJECT # _____ DATE _____ REVISION _____
 ENTERED BY: _____ DESIGNED BY: _____ CHECKED BY: EROL, ENJOE
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 SCALE: HOR 1"= N.T.S. VER 1"= N/A
STANDARD DETAILS
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 INSTALLATION IN STEEL CASINGS ON UNDER PLATE FOR BAR-REINFORCED STEEL CONCRETE PIPE
 TYPICAL SERVICE LINE LAYOUT (from left side view of road)



TWO #6 BARS
 3'-0" HIDE THRUST BLOCK
 SCALE: NOT TO SCALE

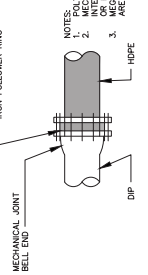
UTILIZE DETAIL 'E' HERE IN THE OLD PIPE MATERIAL.
 INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES.



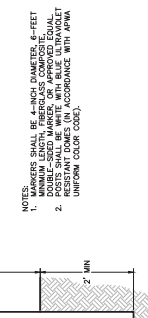
E DP TO HDPE WATER MAIN TRANSITION
 SCALE: NOT TO SCALE



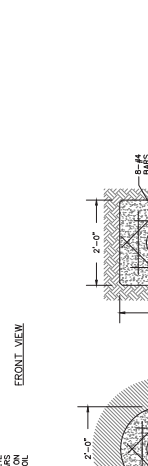
B HDPE THRUST BLOCK
 SCALE: NOT TO SCALE



C 20' DIRECT BURY RESILIENT SEATED GATE VALVE
 SCALE: NOT TO SCALE



D UTILITY MARKER
 SCALE: NOT TO SCALE



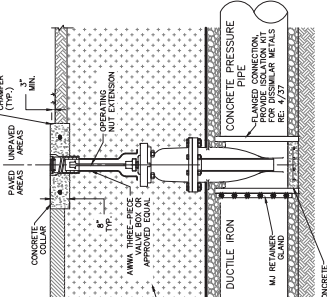
E DP TO HDPE WATER MAIN TRANSITION
 SCALE: NOT TO SCALE

NOTES:

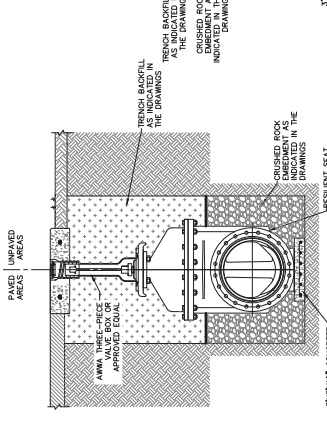
- THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
- PERMANENT GATE SHALL BE 2" 16GA. 12"x60" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #3603116 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
- PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
- TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
- IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
- TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96" WITH "T" STEEL POSTS AT A MAXIMUM OF 12' SPACING. "T" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
- CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.



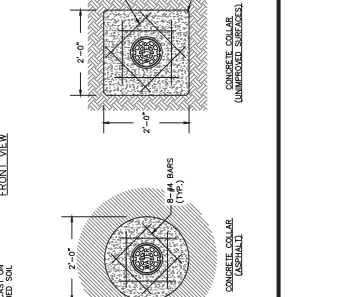
A TEMPORARY BARBED WIRE FENCE AND PERMANENT FENCE REPAIR
 SCALE: NOT TO SCALE



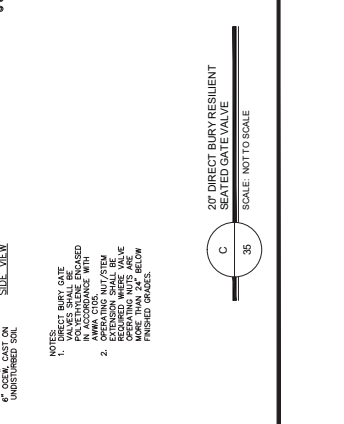
B TEMPORARY BARBED WIRE FENCE AND PERMANENT FENCE REPAIR
 SCALE: NOT TO SCALE



C 20' DIRECT BURY RESILIENT SEATED GATE VALVE
 SCALE: NOT TO SCALE



D UTILITY MARKER
 SCALE: NOT TO SCALE



E DP TO HDPE WATER MAIN TRANSITION
 SCALE: NOT TO SCALE

1. MARKERS SHALL BE 3/4" DIAMETER, 6'-FEET HIGH, CONCRETE OR APPROVED EQUAL. DOUBLE-SEED MARKERS OR APPROVED EQUAL RESISTANT DOMES (IN ACCORDANCE WITH AWWA UNIFORM COLOR CODE).

2. MARKERS SHALL BE 3/4" DIAMETER, 6'-FEET HIGH, CONCRETE OR APPROVED EQUAL. DOUBLE-SEED MARKERS OR APPROVED EQUAL RESISTANT DOMES (IN ACCORDANCE WITH AWWA UNIFORM COLOR CODE).

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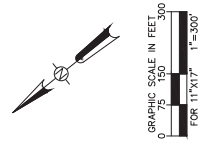
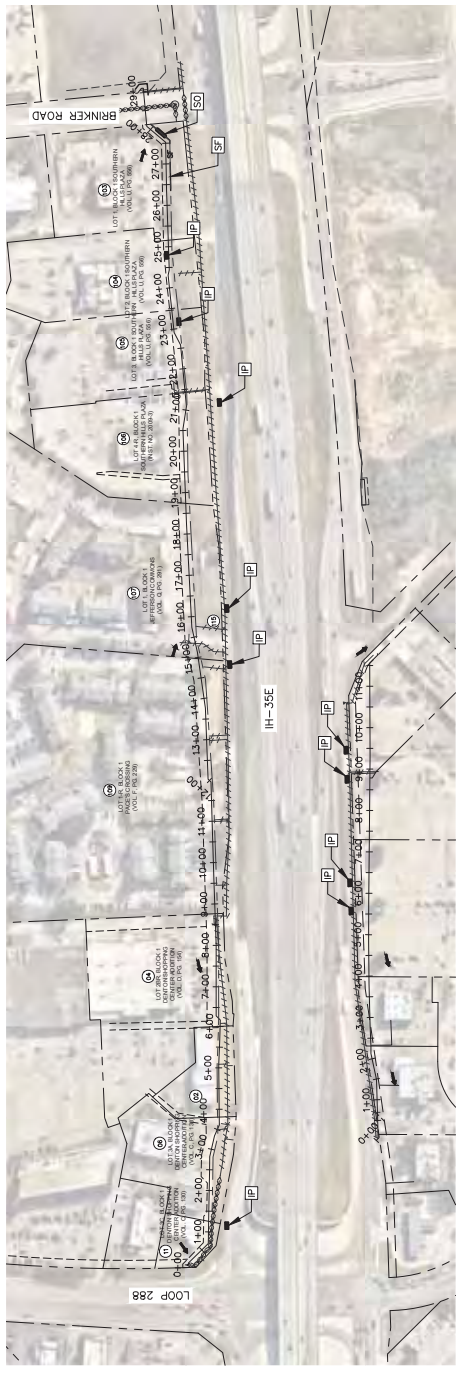
GRAPHIC SCALE IN FEET
 0 75 150 300
 FOR 11"x17" 1"=300'

LEGEND

- SF — SILT FENCE
RE: A/28
- SO — STONE OVERFLOW STRUCTURE
RE: B/28
- IP — INLET PROTECTION
RE: C/28



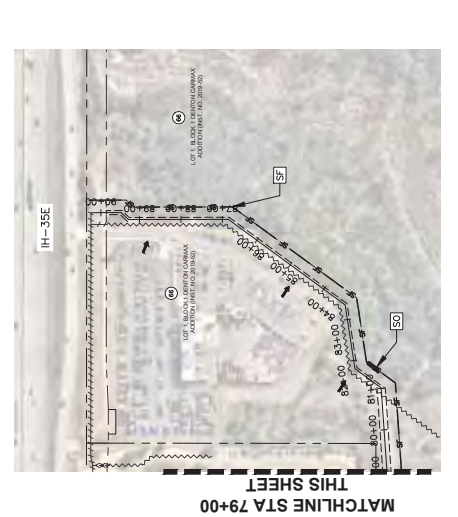
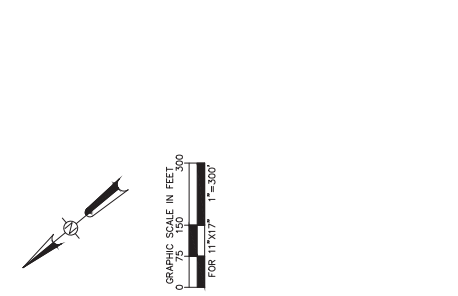
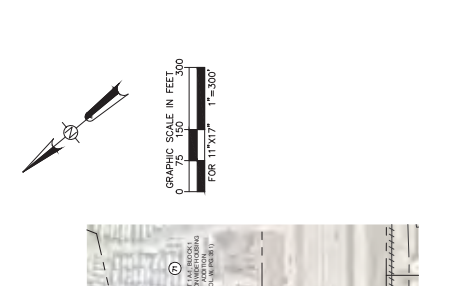
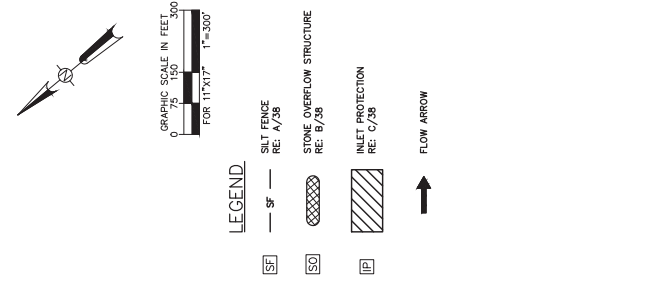
FLOW ARROW

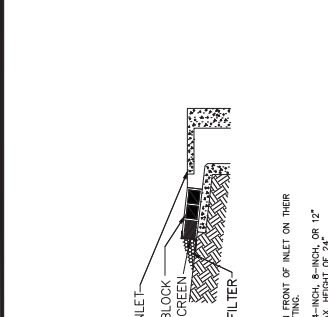


GRAPHIC SCALE IN FEET
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 FOR 11"x17" 1"=300'

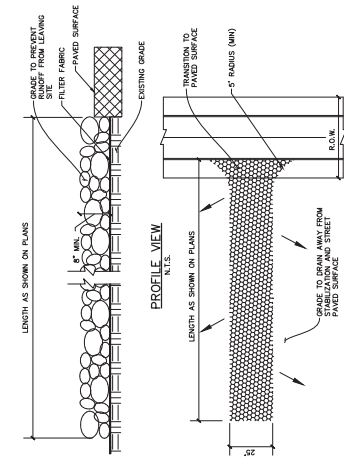
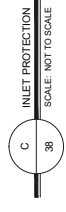


MATCHLINE STA 35+00
 SHEET 37



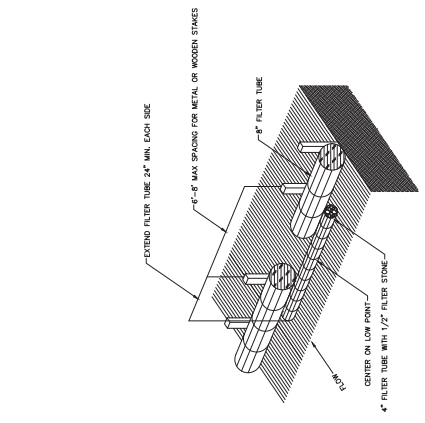


- PLACE CONCRETE BLOCKS IN A SINGLE ROW IN FRONT OF INLET ON THEIR SIDES. WITH ENDS OF ADJACENT BLOCKS ABUTTING.
- HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
- PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER THE AGGREGATE.
- THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE SAND, GRAVEL, OR CRUSHED STONE. PROVIDE SUFFICIENT GRADATION TO ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

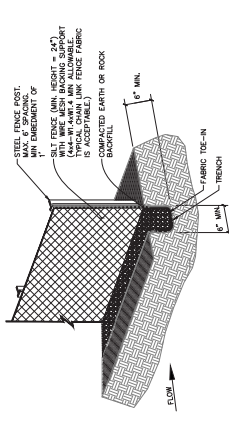


PLAN VIEW
 N.T.S.

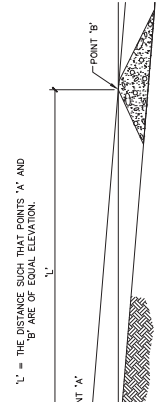
- STABILIZED CONSTRUCTION ACCESS. GENERAL NOTES:**
- STONE SHALL BE 3 TO 6 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE EQUIVALENT.
 - LENGTH SHALL BE SHOWN ON PLANS WITH A MINIMUM LENGTH OF 50 FEET. MIN. WIDTH SHALL BE 12 INCH. MIN. SLOPE SHALL BE 5%.
 - THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
 - INCLINE TO TOP SURFACE.
 - WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT. THIS SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE. WHEN NECESSARY, ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, TYPICAL WATERCOURSE USING APPROVED METHODS.
 - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT ACCUMULATION OF SEDIMENT. THIS MAY REQUIRE PERIODIC TOP PESSING WITH AN ADDITIONAL STAKE OR TRACED ONTO PAVED SURFACES MUST BE FOLLOWED IMMEDIATELY.
 - THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.



B
 OVERFLOW STONE STRUCTURE
 SCALE: NOT TO SCALE

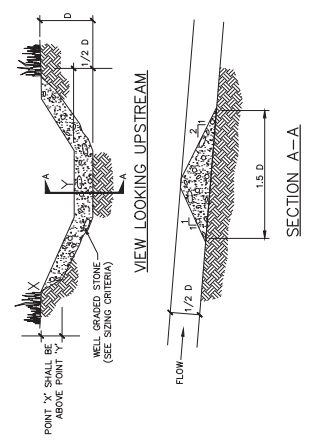
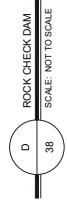


- SILT FENCE INSTALLATION**
- POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 - POSTS SHOULD BE SPACED AT A MINIMUM OF 10 FEET. POSTS SHOULD BE PERPENDICULAR TO THE BACKSLOPE OF THE TRENCH TO PREVENT SEDIMENT FROM ACCUMULATING ON THE SLOPE OF THE TRENCH.
 - SILT FENCE FABRIC TO BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FABRIC TO BE LAPPED AND BUCKLED WITH COMPACTED MATERIAL.
 - WHEN TRENCHES ARE USED TO HOLD THE FENCE, POSTS SHOULD BE A 3" FOOT DIA. BUSHING, WHICH IS BURIED TO THE END OF THE TRENCH.
 - WHEN THE TRENCH IS NOT USED, THE FENCE SHOULD BE INSTALLED PROMPTLY AS NEEDED.
 - WHEN REPAIR OR REPLACEMENT SHALL BE MADE TO THE FENCE, THE TRENCH SHOULD BE CLEANED AND REPAIRED.
 - THE FENCE SHALL BE REPAIRED AS SOON AS POSSIBLE. THE FENCE SHOULD BE MAINTAINED AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
 - WHEN THE FENCE IS TO BE REMOVED, IT SHOULD BE REMOVED IN A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
 - CONTRACTOR SHALL PREPARE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE SPECIFICATIONS.



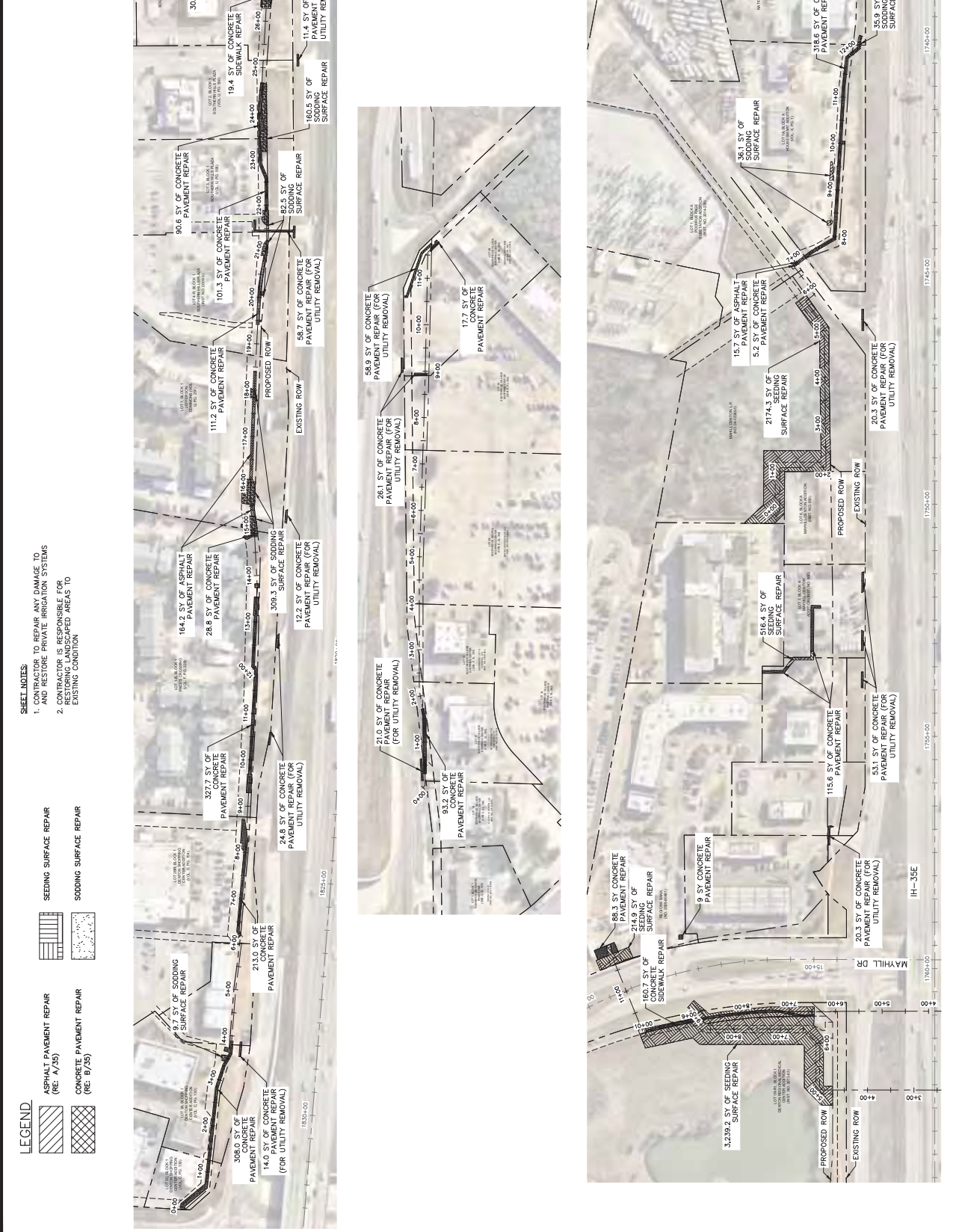
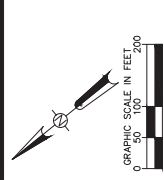
SPACING BETWEEN CHECK DAMS

- ROCK CHECK DAM GENERAL NOTES:**
- STONE SHALL BE WELL GRADED WITH SIZE RANGE FROM 1 1/2" TO 3 1/2" INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
 - THE CHECK DAM SHALL BE SECURED WITH A MESH WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE.
 - THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE CONSTRUCTION TRAFFIC DAMAGE, ETC., OCCURS.
 - WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM ON ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
 - WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

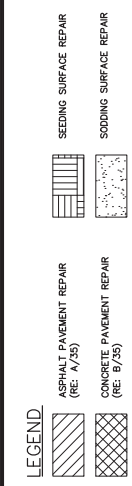


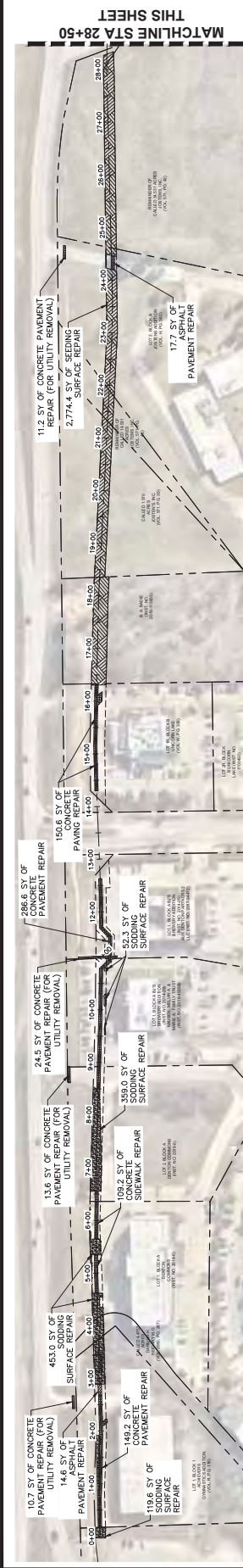
SECTION A-A





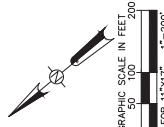
- SHEET NOTES**
1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
 2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION





THIS SHEET
 MATCHLINE STA 28+50

THIS SHEET
 MATCHLINE STA 60+50



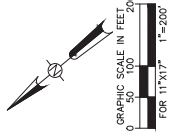
- LEGEND**
- ASPHALT PAVEMENT REPAIR (RE: A/35)
 - CONCRETE PAVEMENT REPAIR (RE: C/35)
 - SEEDING SURFACE REPAIR
 - SEEDING SURFACE REPAIR

SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO SYSTEMS BEFORE PRIVATE REGRASSING
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION



DATE:	JULY 2022
DESIGN:	CRJ
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039



LEGEND

	ASPHALT PAVEMENT REPAIR (RE: A/25)
	CONCRETE PAVEMENT REPAIR (RE: B/25)
	SEEDING SURFACE REPAIR
	SEEDING SURFACE REPAIR

SHEET NOTES:
 1. CONTRACTOR TO REPAIR ANY DAMAGE TO
 AND RESTORE PRIVATE IRRIGATION SYSTEMS
 2. CONTRACTOR IS RESPONSIBLE FOR
 RESTORING LANDSCAPED AREAS TO
 EXISTING CONDITION



MATCHLINE STA 60+50
 SHEET 40

LEGEND

	Channelizing Devices
	Type 3 Barricade
	Heavy Work Vehicle
	Traffic Light
	Flagger
	Trailer Mounted Flashing Arrow Board
	Portable Changeable Message Sign (PCMS)
	Traffic Flow

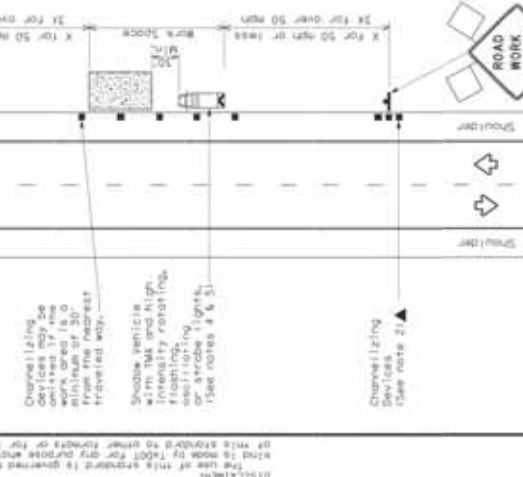
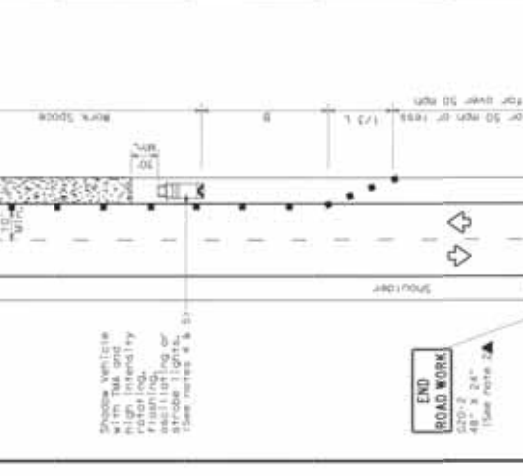
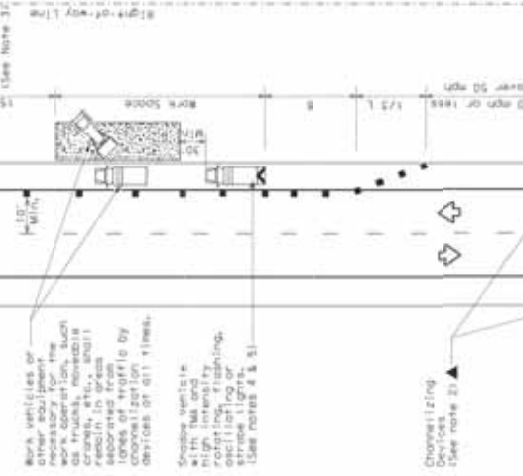
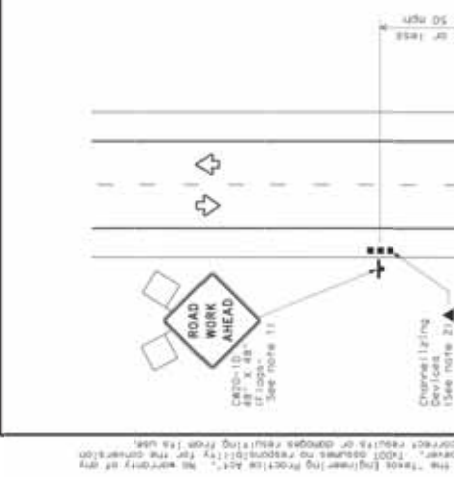
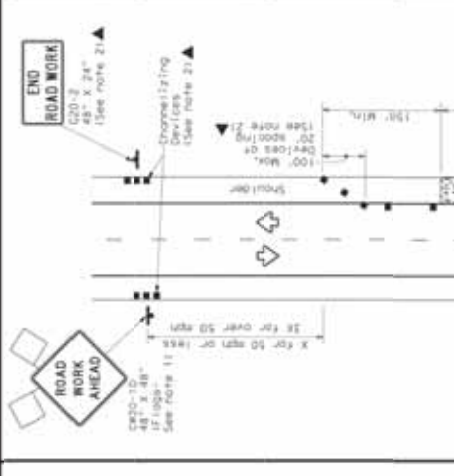
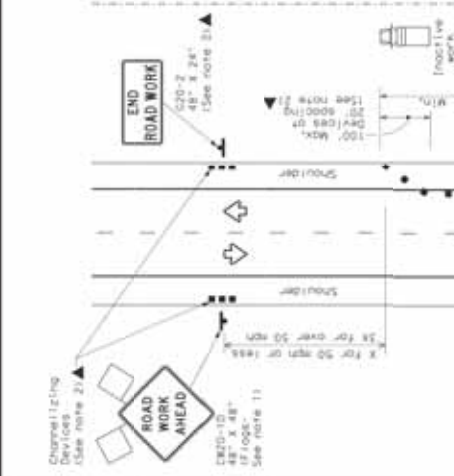
Proposed Roadway	Minimum Spacing	Maximum Spacing	Recommended Spacing	Minimum Spacing of Channelizing Devices	Recommended Spacing of Channelizing Devices	Minimum Spacing of Barricade	Recommended Spacing of Barricade
30'	150'	165'	180'	20'	60'	120'	30'
35'	205'	225'	245'	35'	70'	160'	120'
40'	265'	295'	320'	40'	80'	240'	155'
45'	325'	365'	405'	45'	90'	320'	195'
50'	390'	435'	485'	50'	100'	400'	240'
55'	460'	510'	565'	55'	110'	500'	295'
60'	530'	585'	645'	60'	120'	600'	350'
65'	610'	670'	735'	65'	130'	700'	410'
70'	700'	770'	840'	70'	140'	800'	475'
75'	800'	880'	965'	75'	150'	900'	540'

M Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of taper (FT) x Width of Offset (FT) x 5=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓

- GENERAL NOTES:**
1. Signs shown to the left of the diagram are required.
 2. Signs shown to the right of the diagram are optional, except those shown with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 3. Inactive work vehicles or other equipment should be parked near the shoulder of the roadway.
 4. A standby vehicle with a TMA should be used when it can be justified affecting the performance or safety of the work. If workers are no longer present but road or work conditions require the traffic control devices to be in place, the standby vehicle and TMA should be used.
 5. Additional standby vehicles with TMA may be positioned off the paved surface, next to the shoulder work in order to protect other work spaces.
 6. See TCP-111a shoulder work on divided highways, expressways and roadways.
 7. ROAD WORK AHEAD signs may be used in place of TCP-110 roadwork signs.



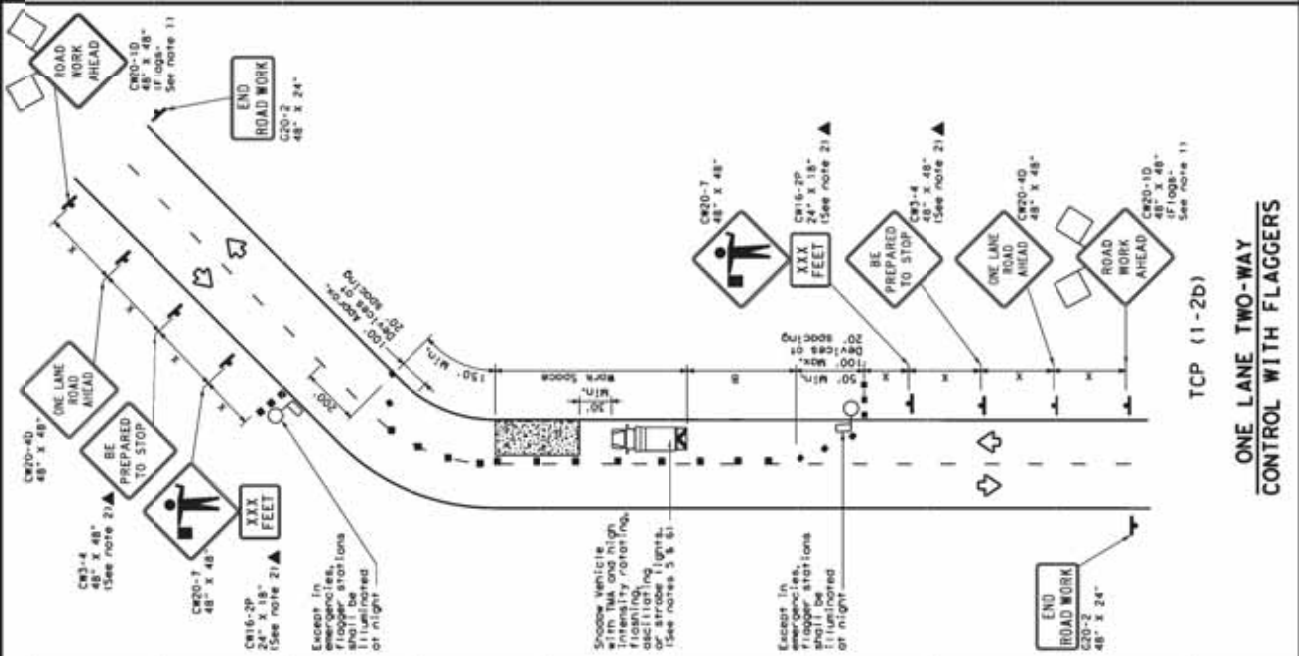
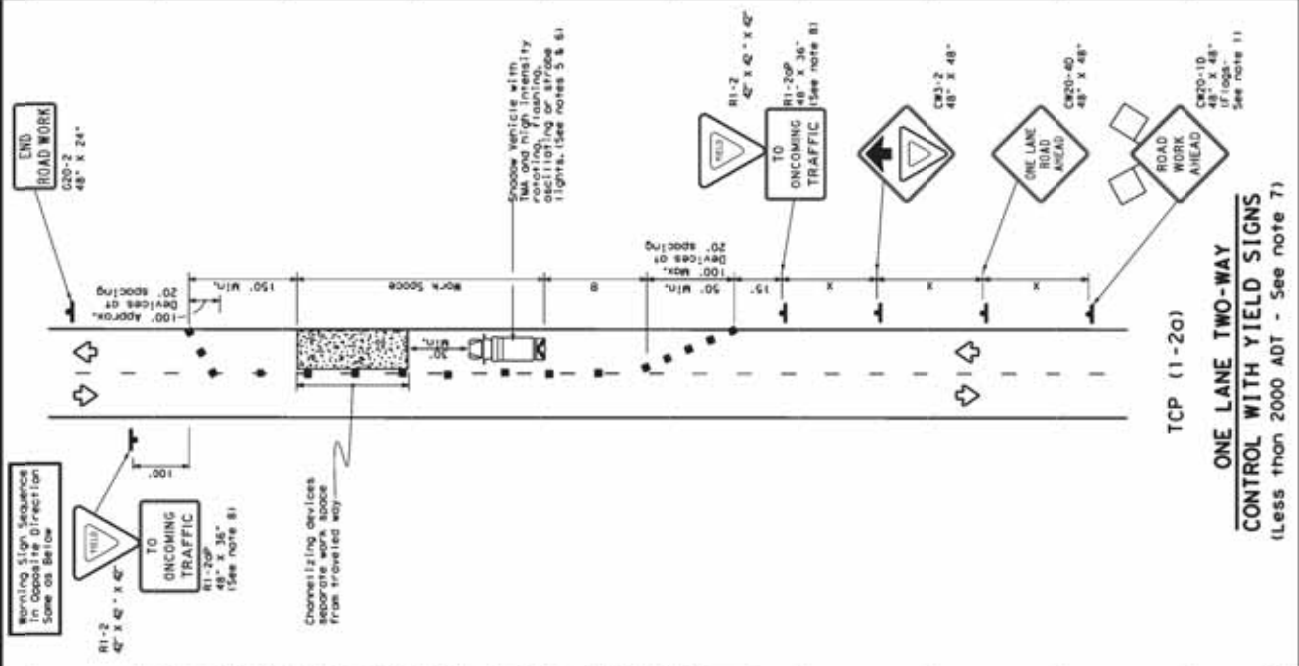
Texas Department of Transportation

Traffic Control Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1) - 18

DATE:	PROJECT:	SECTION:	DATE:	NO.:
11-23-10	10-110	10-110	10-110	10-110
BY:	DESIGNED BY:	CHECKED BY:	DATE:	NO.:
11-23-10	11-23-10	11-23-10	11-23-10	11-23-10



LEGEND

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Flagger
Flag	Traffic Flow

Posted Speed	Minimum Tower Lengths	Suggested Maximum Channelizing Device Spacing	Minimum Sign Spacing	Minimum Sign Spacing Buffer Spacing
30	150'	30'	60'	120'
35	205'	35'	70'	140'
40	265'	40'	80'	160'
45	325'	45'	90'	180'
50	385'	50'	100'	200'
55	445'	55'	110'	220'
60	505'	60'	120'	240'
65	565'	65'	130'	260'
70	625'	70'	140'	280'
75	685'	75'	150'	300'

MM Tower Lengths have been rounded off.
L Length of Tower (TL) which is Offset (FT) S-Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	INTERMEDIATE DURATION	LONG TERM STATIONARY
✓	✓	✓	✓

GENERAL NOTES

- Flashes attached to signs where shown are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CK30-40 BE PREPARED TO STOP sign may be illuminated after the CK30-40 ONE LANE ROAD AHEAD sign is illuminated.
- Sign spacing may be increased or an additional CK30-10 ROAD WORK AHEAD sign may be used if advance warning ahead of the flagger or 31-2 YIELD sign is less than 1500 feet.
- A Snowplow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If work is no longer present but road or work conditions require traffic to be stopped, the TMA should be used in the same locations as other channelizing devices.
- Additional Snowplow vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (11-20)

- R1-2 YIELD sign traffic control may be used on projects with approaches that have adequate sight distances. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 YIELD sign with 31-20p DECENDING TRAFFIC plaque shall be placed on a support at a 1 foot minimum mounting height.

TCP (11-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased to provide adequate stopping sight distance to the flagger and to avoid the possibility of a rear-end collision.
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/GO paddles to control traffic. Flags should be limited to emergency situations.

Client: City of Denton	Date: 9/20/2022
Project: IH35E Mayhill from Loop 288 to Post Oak - Utility Relocations	Prepared By: CPI
KHA No.: 061024039	Checked By: JRA

Title: Water Cost Projection Summary

Project Description	Total		
Water Line Relocations	17,342	LF	\$11,986,735
Utility Abandonments	15,736	LF	\$797,541
<u>Construction Total</u>			\$12,784,276
Property Acquisition for Proposed Easements	31	parcels	\$2,142,471.25
Property Acquisition Consultant Services (Task 11 in Kimley-Horn Contract Attached)			\$551,500.00
Engineering (Contract Attached) (includes design, survey, CA, permitting, geotech and SUE, less the \$35,000 conflict analysis)			\$630,100.00
City Staff Time (backup estimate provided)			\$81,135
<u>Combined Total</u>			\$16,189,482.25
<u>Betterment for 16-inch to 20-inch (non-reimbursable):</u>			\$747,065
<u>Engineering for I-35 Conflict Analysis (Task 12, non-reimbursable under this contract):</u>			\$35,000
<u>Total Reimbursable Amount:</u>			\$15,407,417.25

Basis for Cost Projection:

- No Design Completed
- Preliminary Design
- Final Design

ACTUAL BID TABULATION PROVIDED AS BACKUP

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: **IH-35E - Mayhill Utility Relocations**
 IFB: **7968-001**

City of Denton Capital Projects
 901-B Texas Street
 Denton, TX 76209
 Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
 5340 East US Highway 67
 Alvarado, TX 76009
 Andrew L. McCulloch
 817-783-3094
amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
UNIT 1 - WATER IMPROVEMENTS						
1	01 58 13	0158.001 - Temporary Project Sign	8	EA	\$ 1,000.00	\$ 8,000.00
2	01 70 00	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00
3	31 10 00	3100.001 - Site Preparation	1	EA	\$ 90,000.00	\$ 90,000.00
4	31 25 14	3125.010 - Storm Water Pollution Prevention Device Install	1	EA	\$ 50,000.00	\$ 50,000.00
5	31 25 14	3125.011 - Remove Storm Water Polltn Prevention Devices	1	EA	\$ 7,000.00	\$ 7,000.00
6	31 37 00	3137.002 - 6" Concrete Riprap*	51	SY	\$ 90.00	\$ 4,590.00
7	31 37 00	3137.007 - 6" Common Stone Riprap, Dry*	50	SY	\$ 80.00	\$ 4,000.00
8	33 01 12	3301.000 - Joint Bonding and Electrical Isolation	1	EA	\$ 1.00	\$ 1.00
9a	33 14 14	3314.226 - 24" HDPE Pressure Pipe, Water	2229	LF	\$ 600.00	\$ 1,337,400.00
10a	33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	7002	LF	\$ 375.00	\$ 2,625,750.00
11	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	1442	LF	\$ 350.00	\$ 504,700.00
12	34 14 11	3314.006 - 8" DIP Water Pipe*	135	LF	\$ 280.00	\$ 37,800.00
13	33 14 10	3314.142 - 8" PVC Water Pressure Pipe	3259	LF	\$ 260.00	\$ 847,340.00
14	33 14 11	3314.133 - 6" PVC Water Pressure Pipe	1075	LF	\$ 250.00	\$ 268,750.00
15	33 05 07	3305.028 - 18" Casing Pipe by Other Than Open Cut*	688	LF	\$ 800.00	\$ 550,400.00
16	33 05 07	3305.023 - 24" Casing Pipe by Other Than Open Cut*	629	LF	\$ 850.00	\$ 534,650.00
17	33 05 07	3305.024 - 30" Casing by Open Cut*	63	LF	\$ 500.00	\$ 31,500.00
18	33 05 07	3305.030 - 30" Casing Pipe by Other Than Open Cut*	400	LF	\$ 960.00	\$ 384,000.00
19	33 05 07	3305.025 - 36" Casing by Open Cut*	141	LF	\$ 600.00	\$ 84,600.00
20	33 05 07	3305.031 - 36" Casing by Other Than Open Cut*	410	LF	\$ 1,200.00	\$ 492,000.00
21a	33 05 15, 33 14 14	3305.111 - 24" HDPE Water Carrier Pipe	551	LF	\$ 220.00	\$ 121,220.00
22a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	463	LF	\$ 180.00	\$ 83,340.00
23	33 05 07	3305.097 - 12" PVC Water Carrier Pipe	629	LF	\$ 145.00	\$ 91,205.00
24	33 05 07	3305.096 - 8" PVC Water Carrier Pipe	688	LF	\$ 110.00	\$ 75,680.00
25	33 14 20	3314.331 - 20" Gate Valve*	3	EA	\$ 45,000.00	\$ 135,000.00
26	33 14 20	3314.330 - 16" Gate Valve*	10	EA	\$ 8,000.00	\$ 80,000.00
27	33 14 20	3314.329 - 12" Gate Valve*	8	EA	\$ 7,500.00	\$ 60,000.00
28	33 14 20	3314.328 - 8" Gate Valve*	16	EA	\$ 6,500.00	\$ 104,000.00
29	33 14 20	3314.327 - 6" Gate Valve*	7	EA	\$ 5,500.00	\$ 38,500.00
30	33 14 25	3314.34x - 6" x 6" Tapping Sleeve and Valve (City Performed)*	2	EA	\$ 7,500.00	\$ 15,000.00
31	33 14 25	3314.344 - 8" x 6" Tapping Sleeve and Valve (City Performed)*	2	EA	\$ 8,000.00	\$ 16,000.00
32	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	7	EA	\$ 9,000.00	\$ 63,000.00
33	33 14 25	3314.348 - 12" x 12" Tapping Sleeve & Valve (City Performed)*	2	EA	\$ 10,000.00	\$ 20,000.00
34	33 14 25	3314.395 - 20" Water Main Connection with Shutdown	1	EA	\$ 27,000.00	\$ 27,000.00
35	33 14 25	3314.39x - 14" Water Main Connection with Shutdown	3	EA	\$ 20,000.00	\$ 60,000.00
36	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	3	EA	\$ 10,000.00	\$ 30,000.00
37	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	14	EA	\$ 8,000.00	\$ 112,000.00
38	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	5	EA	\$ 8,000.00	\$ 40,000.00
39	33 05 05	3305.021 - Trench Safety	15060	LF	\$ 1.00	\$ 15,060.00
40	32 93 00	3293.015 - Topsoil	671	CY	\$ 25.00	\$ 16,775.00
41	32 93 00	3293.017 - Sodding	3962	SY	\$ 7.00	\$ 27,734.00
42	32 93 00	3293.016 - Seeding	29050	SY	\$ 1.00	\$ 29,050.00
43	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	4940	SY	\$ 200.00	\$ 988,000.00
44	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench*	229	SY	\$ 130.00	\$ 29,770.00
45	32 12 16	3216.005 - 4" Concrete Sidewalk*	1134	SY	\$ 130.00	\$ 147,420.00
46	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	1	EA	\$ 22,000.00	\$ 22,000.00

47	33 14 30	3314.403 - 3" Water Air Release Valve and Vault*	2	EA	\$	30,000.00	\$	60,000.00
48	34 71 13	3314.407 - Fire Hydrant Assembly*	25	EA	\$	15,000.00	\$	375,000.00
49	33 14 17	3314.310 - 1" Water Service*	9	EA	\$	1,800.00	\$	16,200.00
50	33 14 17	3314.312 - 1" Private Water Service Relocation	245	LF	\$	80.00	\$	19,600.00
51	33 14 17	3314.314 - 1-1/2" Water Service*	3	EA	\$	2,000.00	\$	6,000.00
52	33 14 17	3314.318 - 2" Water Service*	6	EA	\$	2,200.00	\$	13,200.00
53	33 14 17	3314.320 - 2" Private Water Service Relocation*	400	LF	\$	75.00	\$	30,000.00
54	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$	6,500.00	\$	6,500.00
55	34 71 13	3471.001 - Traffic Control	5	MO	\$	30,000.00	\$	150,000.00
56	02 41 14	0241.035 - Remove 16" Utility Line	142	LF	\$	68.00	\$	9,656.00
57	02 41 14	0241.033 - Remove 14" Utility Line	8387	LF	\$	48.00	\$	402,576.00
58	02 41 14	0241.032 - Remove 12" Utility Line	1064	LF	\$	41.00	\$	43,624.00
59	02 41 14	0241.030 - Remove 8" Utility Line	4490	LF	\$	40.00	\$	179,600.00
60	02 41 14	0241.029 - Remove 6" Utility Line	426	LF	\$	39.00	\$	16,614.00
61	02 41 14	0241.014 - Grout Fill 14" Utility Line	320	LF	\$	34.00	\$	10,880.00
62	02 41 14	0241.013 - Grout Fill 12" Utility Line	799	LF	\$	25.00	\$	19,975.00
63	02 41 14	0241.011 - Grout Fill 8" Utility Line	72	LF	\$	11.00	\$	792.00
64	02 41 14	0241.010 - Grout Fill 6" Utility Line	36	LF	\$	9.00	\$	324.00
65	02 41 14	0241.056 - Remove 6" Water Valve	6	EA	\$	1,000.00	\$	6,000.00
66	02 41 14	0241.057 - Remove 8" Water Valve	14	EA	\$	1,100.00	\$	15,400.00
67	02 41 14	0241.059 - Remove 12" Water Valve	8	EA	\$	1,200.00	\$	9,600.00
68	02 41 14	0241.060 - Remove 14" Water Valve	8	EA	\$	1,250.00	\$	10,000.00
69	02 41 14	0241.094 - Salvage Fire Hydrant	28	EA	\$	1,000.00	\$	28,000.00
70	02 41 14	0241.095 - Salvage Small Water Meter	18	EA	\$	1,000.00	\$	18,000.00
71	02 41 14	0241.096 - Remove Concrete Water Vault	4	EA	\$	1,000.00	\$	4,000.00
72	02 41 14	0241.053 - Utility Line Plugging (Water)	9	EA	\$	2,500.00	\$	22,500.00
TOTAL BID AMOUNT (Unit I): \$							12,784,276.00	

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

END BID ITEMS

IH-35E - Mayhill Utility Relocations
IFB: 7968-001

Mountain Cascade of Texas, LLC

City of Denton Utility Easements Appraisals

Denton CAD No.	TxDOT Parcel No.	Property Owner	Permanent			Temporary Construction Easement			Total Easement Value	Anticipated Fee Price/SF	Total Construction Easement	Anticipated Fee Price/SF	Total Easement Value	Appraised Value	Total Cost to City
			LF of Easement Acquisition	Width (ft)	Total (SF)	LF of Easement Acquisition	Width (ft)	Total (SF)							
Water Department Easement															
749512	66	Carmax	2,056.60	10 & 20	31,714.00	\$0.20	\$6,343.00	25	51,500.00	\$0.08	\$4,120.00	\$10,463.00	\$10,701.00		
269908	68	TT of Denton, Inc. a Texas corporation	778.00	16.00	6,088.00	\$7.39	\$45,000.00					\$45,000.00	\$45,487.00		
269907	70	TT of North Texas	3,070.01	16	574.00	\$11.73	\$6,731.00					\$6,731.00	\$6,969.00		
245161	74	Arthur W. Hollingsworth	355.79	28	9,982.00	\$14.40	\$143,426.00					\$143,426.00	\$143,747.00		
216449, 75161, 74951	75, 75A, 75B	J&S Wood, LP	3,070.01	20	45,553.00	\$1.24	\$56,661.00	25	55,226.00	\$0.24	\$13,255.00	\$69,916.00	\$70,484.00		
106979	76	Mayhill Denton, LP, a Texas limited partnership	630.75	28	13,241.00	\$5.75	\$76,136.00	25	6,786.00	\$2.30	\$15,562.00	\$91,698.00	\$92,404.00		
282973	87	Regions Bank	23.60	25	613.00	\$16.31	\$10,001.00	25	1,473.00	\$3.20	\$4,714.00	\$14,715.00	\$14,953.00		
39171	88	Goel Ventures, LLC, a Texas limited liability company	136.00	20	6,942.00	\$11.25	\$78,097.50	25	4,134.00	\$3.00	\$12,402.00	\$90,499.50	\$91,219.50		
290984	90	Mayhill2499, LLC, a Texas limited liability company	373.50	20	4,279.00	\$12.00	\$51,348.00	25	470.00	\$4.80	\$2,256.00	\$53,604.00	\$54,131.00		
39195	91	Josten's, Inc.	373.15	20	7,073.00	\$18.00	\$127,314.00					\$127,314.00	\$127,635.00		
162646	92/92A	Josten's, Inc.	280.83	20	6,588.00	\$8.78	\$57,916.00					\$57,916.00	\$58,491.00		
725123	97	Denton Commons, LLC	237.83	20	4,555.00	\$23.00	\$104,765.00					\$104,765.00	\$105,086.00		
132850	98	Darius H. Heidary, M.D.	38.65	20	811.00	\$12.00	\$9,732.00					\$9,732.00	\$9,970.00		
33066	99/99E	F & J Partners, Ltd.	364.63	20	7,144.00	\$11.50	\$82,156.00					\$82,156.00	\$82,904.00		
243009	103	Cole OB Denton, TX, LLC, a Delaware limited liability company	299.49	20	6,011.00	\$11.50	\$69,127.00					\$69,127.00	\$69,783.00		
243010	104	Roadhouse Enterprises, Inc., a Texas corporation	168.98	20	3,381.00	\$11.50	\$38,882.00					\$38,882.00	\$39,323.00		
243011	105	FCPT SW Properties, LLC, a Delaware limited liability company	200.99	20	4,021.00	\$11.50	\$46,242.00					\$46,242.00	\$46,735.00		
619927	106	ARCP RL Portfolio IV, LLC, a Delaware limited liability company	265.45	20	5,340.00	\$16.16	\$86,365.00					\$86,365.00	\$87,141.00		
162862	113	Josten's, Inc.	342.79	20	5,912.00	\$17.25	\$101,982.00					\$101,982.00	\$102,303.00		
633163	117	Melvin A. Kausen and Marie A. Kausen Family Trust	207.50	20	4,103.00	\$11.50	\$47,185.00					\$47,185.00	\$47,684.00		
725122	119	Windriver Lodging, Ltd.	233.81	20	4,995.00	\$12.50	\$62,437.50					\$62,437.50	\$63,044.50		
Shared Easement with DME															
81677	4	Pick'n'Sav Stores, Inc. #96	267.09	28	7,510.00	\$18.75	\$140,812.00					\$140,812.00	\$141,133.00		
81681	6	Santander Denton, Ltd., a Texas limited partnership	260.27	28	5,659.00	\$18.75	\$106,106.25					\$106,106.25	\$106,427.25		
81693	11	Halle Properties, LLC, an Arizona limited liability company	134.62	20	2,637.00	\$3.75	\$9,889.00					\$9,889.00	\$10,127.00		
563626	89	Columbia Medical Center of Denton	419.93	16	9,558.00	\$11.75	\$112,307.00	25	15,395.00	\$4.70	\$72,357.00	\$184,664.00	\$184,985.00		
39175	93	B.A. Badie	290.00	28	5,687.00	\$11.00	\$62,337.00					\$62,337.00	\$62,944.00		
282709	94	Carroll Family Investments, Ltd.	331.00	28	6,089.00	\$12.00	\$73,068.00					\$73,068.00	\$73,753.00		
659973	95	GHLD5 #2, LLC a Texas limited liability company	195.18	20	3,742.00	\$11.51	\$43,068.00					\$43,068.00	\$43,539.00		
215296	107	Texas Student Housing Corporation - Denton Project	376.03	28	10,576.00	\$5.39	\$56,973.00					\$56,973.00	\$57,541.00		
121075	109	Denton POR, Ltd., a Texas limited liability company	620.75	28	17,336.00	\$5.25	\$91,014.00					\$91,014.00	\$91,827.00		
Total			13,508.35		179,262.62	-	\$1,307,847.00					\$52,308.00	\$1,360,155.00	\$1,370,195.00	
Water Department Easement			2,894.87		68,774.00	-	\$695,574.25					\$72,357.00	\$767,931.25	\$772,276.25	
Shared Easements with DME			16,403.23		246,036.62	-	\$2,003,421.25					\$124,666.00	\$2,128,087.25	\$2,142,471.25	
Combined Total							\$2,142,471.25					\$176,973.00	\$2,319,442.50	\$2,364,668.50	

\$133,641

This summary table is only for internal City use. The City is only seeking easement reimbursements once. DME may have other standalone easements they may seek reimbursement on

Total with Permanent, Temporary Easements and Title:	\$1,370,195.00
Water Department Easement	\$772,276.25
Shared Easements with DME	\$2,142,471.25
Combined Total	\$386,138.13
50% of DME	\$1,756,333.13
Total Water Budget	

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocations**
 KHA No. **0610240xx**
 PM: **Chris Igo**

Task Budget Summary			Task 700		Task 888	
No.	Task Name	Hours	Labor	Expenses	Office Exp.	Subtotal
100	Design Mgmt	141	\$ 29,600	\$ 11,000	\$ 1,400	\$ 42,000
200	Align Routing-Esmt ID	201	\$ 44,100		\$ 2,100	\$ 46,200
201	Prelim Design	529	\$ 118,700	\$ 29,700	\$ 5,500	\$ 153,900
202	Final Design	307	\$ 68,300		\$ 3,200	\$ 71,500
203	Contract Docs	60	\$ 12,500		\$ 600	\$ 13,100
204	Bidding Services	73	\$ 16,100		\$ 800	\$ 16,900
205	CCA	237	\$ 53,300		\$ 2,500	\$ 55,800
206	Record Drawings	42	\$ 8,700		\$ 400	\$ 9,100
207	Permitting	103	\$ 22,800		\$ 1,100	\$ 23,900
208	Survey and Easements	311	\$ 56,700	\$ 57,800	\$ 2,700	\$ 117,200
209	Easement Acquisition			\$ 249,500		\$ 249,500
210	Conflict Analysis	151	\$ 33,000	\$ 400	\$ 1,600	\$ 35,000
777	Contingency				\$ -	
TOTALS:		2,155	\$ 463,800	\$ 348,400	\$ 21,900	\$ 834,100

Subconsultant Summary				
Task No.	Task Name	Cost	Multiplier	Subtotal
TOTALS:		\$ -		\$ -

Project Budget Summary	
Labor:	\$ 463,800
Expenses:	\$ 370,300
TOTAL:	\$ 834,100

Note: This portion is for water only, the rest of the contract hourly breakdown is shown in the wastewater agreement

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ -
 Expenses: \$ **249,500**
 Allocation: \$ -
TOTAL: \$ 249,500

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Staff										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional			Subtotal	
Property Acquisition Subconsultant															
Right of Entries (25)															\$ 18,000
Title and Closing Services (25)															\$ 11,250
Negotiation Services (25)															\$ 101,250
Appraisal Service (Land Only) (20)															\$ 68,400
Appraisal Service (Improved Property) (5)															\$ 27,900

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	\$792.00	\$19,800.00
Title and Closing Services	25	\$495.00	\$12,375.00
Negotiation Services	25	\$4,455.00	\$111,375.00
Appraisal Service (Land Only)	20	\$3,762.00	\$75,240.00
Appraisal Service (Improved Property)	5	\$6,142.00	\$30,710.00
TOTAL SERVICES FEE			\$249,500.00

General Project Information	
Client:	City of Denton
Project:	IH-35E-Mayhill-Utility Relocations
KHA No.:	061024039
PM:	Chris Igo

Task Budget Summary			Task 700	Task 888		
No.	Task Name	Hours	Labor	Expenses	Office Exp.	Subtotal
100	Design Management	12	\$ 2,700		\$ 200	\$ 2,900
201	WL-Prelim Design	101	\$ 22,800		\$ 1,100	\$ 23,900
202	WL-Final Design	46	\$ 10,600		\$ 500	\$ 11,100
207	Permitting	30	\$ 7,200		\$ 400	\$ 7,600
208	WL-Survey and Easements	119	\$ 25,200	\$ 8,600	\$ 1,200	\$ 35,000
209	Easement Acquisition	16	\$ 3,900	\$ 132,900	\$ 200	\$ 137,000
777	Contingency				\$ -	
TOTALS:		324	\$ 72,400	\$ 141,500	\$ 3,600	\$ 217,500

Subconsultant Summary				
Task No.	Task Name	Cost	Multiplier	Subtotal
TOTALS:			\$ -	\$ -

Project Budget Summary	
Labor:	\$ 72,400
Expenses:	\$ 145,100
TOTAL:	\$ 217,500

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **3,900**
 Expenses: \$ **132,900**
 Allocation: \$ **200**
TOTAL: \$ 137,000

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II										(Hrs)	Expenses (\$)		
		P8	P7	p5	P3										Subtotal
Property Acquisition Subconsultant															
Right of Entries (8)															\$ 6,400
Title and Closing Services (8)															\$ 4,000
Negotiation Services (8)															\$ 36,000
Appraisal Service (Land Only) (4)															\$ 30,400
Appraisal Service (Improved Property) (4)															\$ 24,800
Appraisal Review (8)															\$ 19,200
Engineer Assistance				16										16	
Subtotals:				16										16	\$ 120,800

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	8	\$880.00	\$7,040.00
Title and Closing Services	8	\$550.00	\$4,400.00
Negotiation Services	8	\$4,950.00	\$39,600.00
Appraisal Service (Land Only)	8	\$4,180.00	\$33,440.00
Appraisal Service (Improved Property)	4	\$6,820.00	\$27,280.00
Appraisal Service (Independent Review)	12	\$1,760.00	\$21,120.00
Engineer Assistance	16	\$257.50	\$4,120.00
TOTAL SERVICES FEE			\$137,000.00

Task Subtotals (\$000's)												Lbr	Expenses (\$)
Cost:				0.8								0.8	\$ 120,800
Effort:				3.9								3.9	\$ 132,900

Amendment 1

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	0	\$880.00	\$0.00
Title and Closing Services	10	\$550.00	\$5,500.00
Negotiation Services	10	\$4,950.00	\$49,500.00
Appraisal Service (Land Only)	10	\$4,180.00	\$41,800.00
Appraisal Service (Improved Property)	0	\$6,820.00	\$0.00
Appraisal Service (Independent Review)	35	\$1,760.00	\$61,600.00
Engineer Assistance	30	\$220.00	\$6,600.00
TOTAL SERVICES FEE			\$165,000.00



I-35E Project - City Staff Estimate (water)

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	360	\$ 50.00	\$ 18,000.00
	Admin(s)	135	\$ 35.00	\$ 4,725.00
	Inspector(s)	1800	\$ 30.00	\$ 54,000.00
	Supervisor(s)	63	\$ 70.00	\$ 4,410.00
Sum Total				\$ 81,135.00


Attachment "B" Accounting Method


Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

 1/17/2023
Date
TxDOT


 12/7/22
Initial Date
Utility

Attachment "C" Schedule of Work



Estimated Start Date: 01/16/23, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 240

Estimated Completion Date: 09/13/23

 1/17/2023

Date
TxDOT

Initial Date
Utility

Attachment "D" Statement Covering Contract Work


(ROW-U-48)
(ROW-U-48-1, if applicable)


Construction Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- TxDOT will procure utility consultant.

 1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: N/A Utility ID: U00008008
ROW CSJ Number: 0196-01-114 District: Dallas
County: Denton Highway No.: IH-35E
Federal Project No.: N/A

I, Sara Hensley, a duly authorized and qualified representative of City of Denton, hereinafter referred to as Owner, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the State.
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the State. Such presently known contractors are listed below:
1. Mountain Cascade of Texas, LLC
2. Oscar Renda Contracting, Inc.
3. S.J. Louis Construction of Texas, Ltd
4.
5.
C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for Owner and under which the lowest available costs are developed. The existing continuing contract will be made available to the State for review at a location mutually acceptable to the Owner and the State. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the State and the Owner, the Owner requests the State to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.



Signature City Manager
Title

Date 12/7/22

Contact/Help



DocuSign City Council Transmittal Coversheet

PSA	6590-084
File Name	Mayhill I35E Utility Location
Purchasing Contact	Jane Rogers
City Council Target Date	January 14, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-040

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES #6590-084

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates, Inc., with its corporate office at 801 Cherry Street, Unit 11 Suite 950, Fort Worth, Texas 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: engineering services for the design and construction phase services for the IH-35E-MAYHILL – UTILTIY-RELOCATIONS (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$922,800 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 **Obligations of the Engineer**

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers

practicing in the same or similar locality and under the same or similar circumstances and professional license; and

- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their

employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has

progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of

the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent

to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents

shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER, pursuant to Chapter 2252, is not ineligible to enter into this AGREEMENT and will not become ineligible to receive payments under this AGREEMENT by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

O. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services
- Attachment B – Compensation
- Attachment C – Changes and Amendments to Standard Agreement
- Attachment D – Project Schedule
- Attachment E – Project Location Map

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Todd Hileman
TODD HILEMAN, CITY MANAGER

DocuSigned by:
Glenn Gary
GLENN GARY
SR. VICE PRESIDENT

Date: 1/15/2020

Date: 12/10/2019

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

2019-565945
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

DocuSigned by:
Frank Pugzley
Signature

Water and Wastewater Utilities Director

Title

Water Utilities

Department

Date Signed: 12/10/2019

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: *Mack Reinward*

ATTEST:
ROSA RIOS, CITY SECRETARY

By: *Rosa Rios*

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35E-MAYHILL - UTILITY-RELOCATIONS.

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

The relocations of approximately 14,000 linear feet of 20-inch through 8-inch water main, 1,500 linear feet of 18-inch reclaimed water line, and 500 feet of gravity sewer line from Loop 288 to Post Oak Road along the north and south frontage roads of IH-35E. The relocations are necessary due to the CSJ 0196-01-109 Mayhill Bridge and frontage road expansion planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross IH-35E or Mayhill Road. There are approximately 1,000 linear feet of proposed trenchless bores/tunneling.

ENGINEER's scope of services is as follows:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35 - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

Task 1 DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 24 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
 - a. Prepare for and attend kickoff meeting.
 - b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to five (5) subconsultant agreements.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

1. Data Collection and Record Research
 - b. Gather existing survey and topographic data
 - c. Gather existing aerial photographs.
 - d. Gather existing water, sanitary sewer, and storm sewer record drawings.
 - e. Gather existing paving plans.
 - f. Gather existing development plans.
 - g. Gather existing plat information.
 - h. Collect property owner and record information
 - i. Gather existing right-of-way and easement information.
 - j. Gather existing franchise utility record information.
2. Site Investigation
 - a. Walk general alignment.
 - b. Document alignment corridor with photographs.
 - c. Identify potential alignment, conflicts and issues.
3. Data Review with City
 - a. Meet with City to review accuracy of record information.
 - b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alternate Alignment Technical Memorandum.

1. Analysis of alternate alignments indicating merits and challenges for each, and including the following considerations:
 - a. Easement acquisition schedule and cost impacts.
 - b. Existing development impacts.
 - c. Existing potential horizontal and vertical conflicts.
 - d. Accessibility for maintenance.
 - e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN**A. Design Survey**

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35E, and along Mayhill Road as shown on the Project Location Map. There are two location of offsite alignment that will require easement along the backside of properties adjacent to IH-35E. The topographic survey will be approximately 15,000 linear feet.
 - b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.

- d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:
 - i. Property pins
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - iii. Lane Striping (where applicable)
 - iv. Driveways
 - v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - vi. Culverts and bridges
 - vii. Guardrail
 - viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - ix. Traffic signal poles, cabinets, and other signal equipment
 - x. Signs (excluding temporary signs)
 - xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)
 - xii. Buildings
 - xiii. Retaining walls
 - xiv. Fence limits and material types
 - xv. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Mayhill Road and Interstate Hwy 35.
 - b) Field sketches of utility manholes and structures.
 - c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - a. Subsurface exploration including up to ten (10) sample bores varying 30 feet depending upon location.
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:

- i. soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pipe installation, including bedding and backfill
 - iv. Recommendations for tunneling operations
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to four (4) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

D. Preliminary Water Line Design

1. Visit the site to perform field verification of the survey.
2. Preliminary plan and profile drawings preparation for approximately 8,000 linear feet of 20-inch water line, 1,500 linear feet of 12-inch water line, 3,800 linear feet of 8-inch water line, 500 feet of gravity sanitary sewer, and 1,500 linear feet of 18-inch reclaimed water line.
 - a. Prepare (22"x34") plan and profile drawings at 1"=20' horizontal and 1"=8' vertical scale.
 - b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
 - c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
 - d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
 - e. Prepare preliminary water line details, including connection details.
 - f. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
 - g. Perform one (1) site visit to verify preliminary design.
3. Preliminary Traffic Control and Detour Plan Preparation.

- a. City and TxDOT typical traffic control details will be included as required.
4. Franchise Utility Coordination
 - a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.
 - b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.
5. Prepare preliminary general notes and details, including City Standard Details where applicable.
6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.
7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Preliminary design plans (22"x34")
 - ii. Preliminary technical specifications
 - iii. Opinion of probable construction cost

F. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to thirty-five (35) permanent water line easements and up to thirty-five (35) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

B. Final Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate details and technical specifications.
5. Prepare surface repair sheets and details as necessary.
6. Prepare final abandonment layout sheet and letter for TxDOT submittal.
7. Prepare Project Manual using City Standard Construction Contract Documents.

C. Deliverables:

1. Final Design Submittal (95%)
 - a. Submit four (4) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost

D. Meetings

1. One (1) meeting with City to review Final Design Submittal.

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit four (4) copies to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples
 - a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to

submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

7. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

8. Inspections and Tests

- a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

- a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) Mylar hardcopy full-size (22"x34")
 - b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.

Task 10 – SURVEY AND EASEMENTS

A. Survey and Easements

1. See components of Task 3 and Task 4.

Task 11 – EASEMENT ACQUISITION SERVICES

A. Easement Acquisition Services

ENGINEER will perform the following services for this task:

1. Provide appraisals for proposed easements on up to twenty-five (25) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.

2. Provide property negotiation services for up to twenty-five (25) parcels for the proposed line as follows:
3. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
4. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
5. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
6. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
7. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
8. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance

between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.

9. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
10. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
11. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

- a. I-35 (from I-35E/I-35W split to Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps. Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.
- b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.
- c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.
- d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

- a. Meeting notes and action items for each attending party from the coordination efforts.
- b. Conceptual map identifying conflicts and conceptual OPCC.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Negotiation of temporary right-of-entries.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed \$922,800** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-12 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$922,800**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

• Task 1 – Design Management	\$46,700
• Task 2 – Alignment Study	\$51,400
• Task 3 – Preliminary Design	\$171,000
• Task 4 – Final Design	\$79,500
• Task 5 – Construction Contract Documents	\$14,500
• Task 6 – Bid Phase Services	\$18,700
• Task 7 – Construction Phase Services	\$61,900
• Task 8 – Record Drawings Preparation	\$10,100
• Task 9 – Permitting	\$26,600
• Task 10 – Survey and Easements	\$130,200
• Task 11 – Easement Acquisition Services	\$277,200
• Task 12 – Conflict Analysis	\$35,000

Grand Total **\$922,800**

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENT “C”

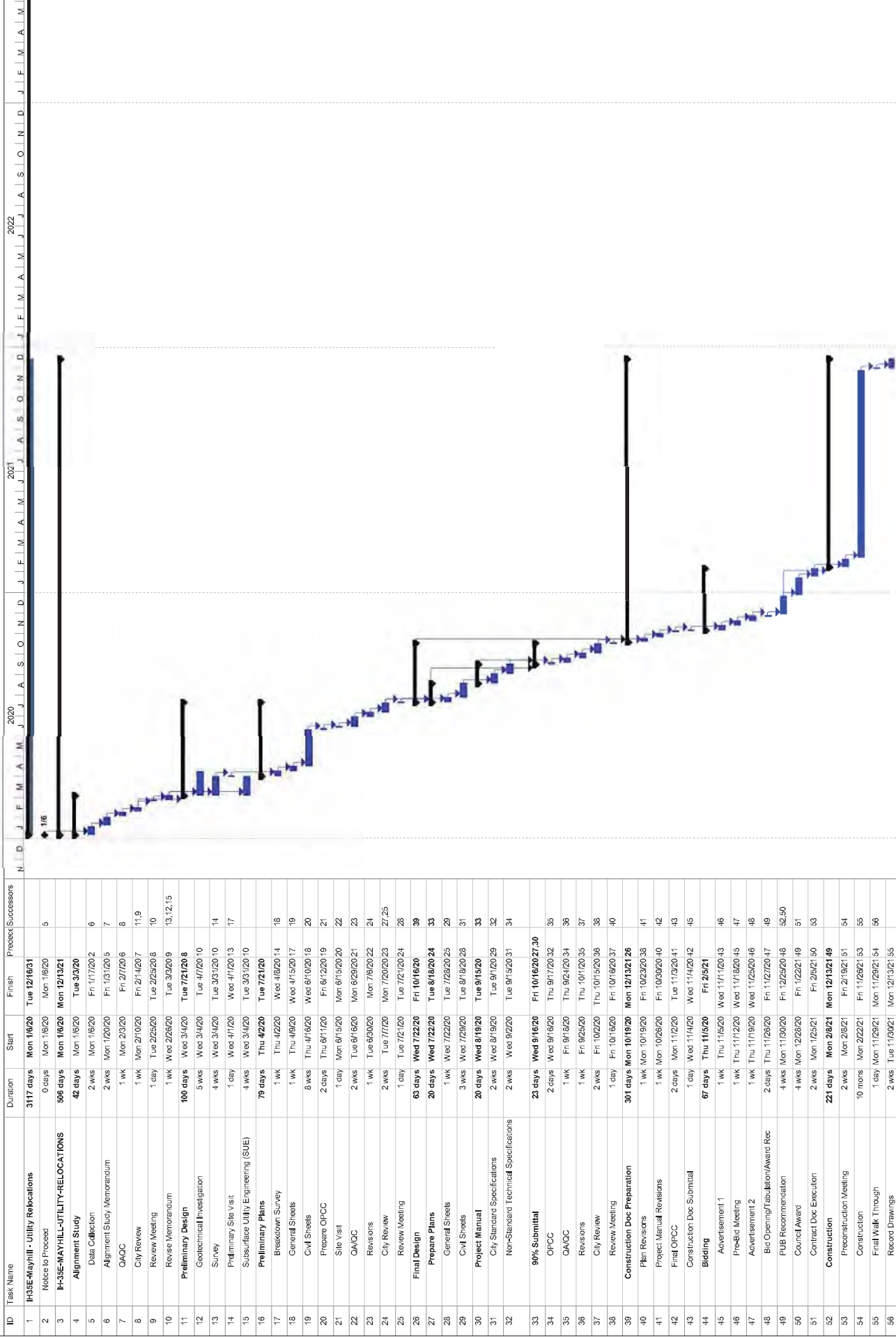
CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

IH-35E-MAYHILL - UTILITY-RELOCATIONS

No modifications to the Standard Agreement are necessary for this project.

ATTACHMENT D - NH-35E-MAYHILL - UTILITY-RELOCATIONS - PROJECT SCHEDULE



Project: 2019-01_100996-Clas-Fork_LIS
Date: Fri 10/23/19

Task: Task
Split: Split
Milestone: Milestone

Summary: Summary
Project Summary: Project Summary
External Tasks: External Tasks

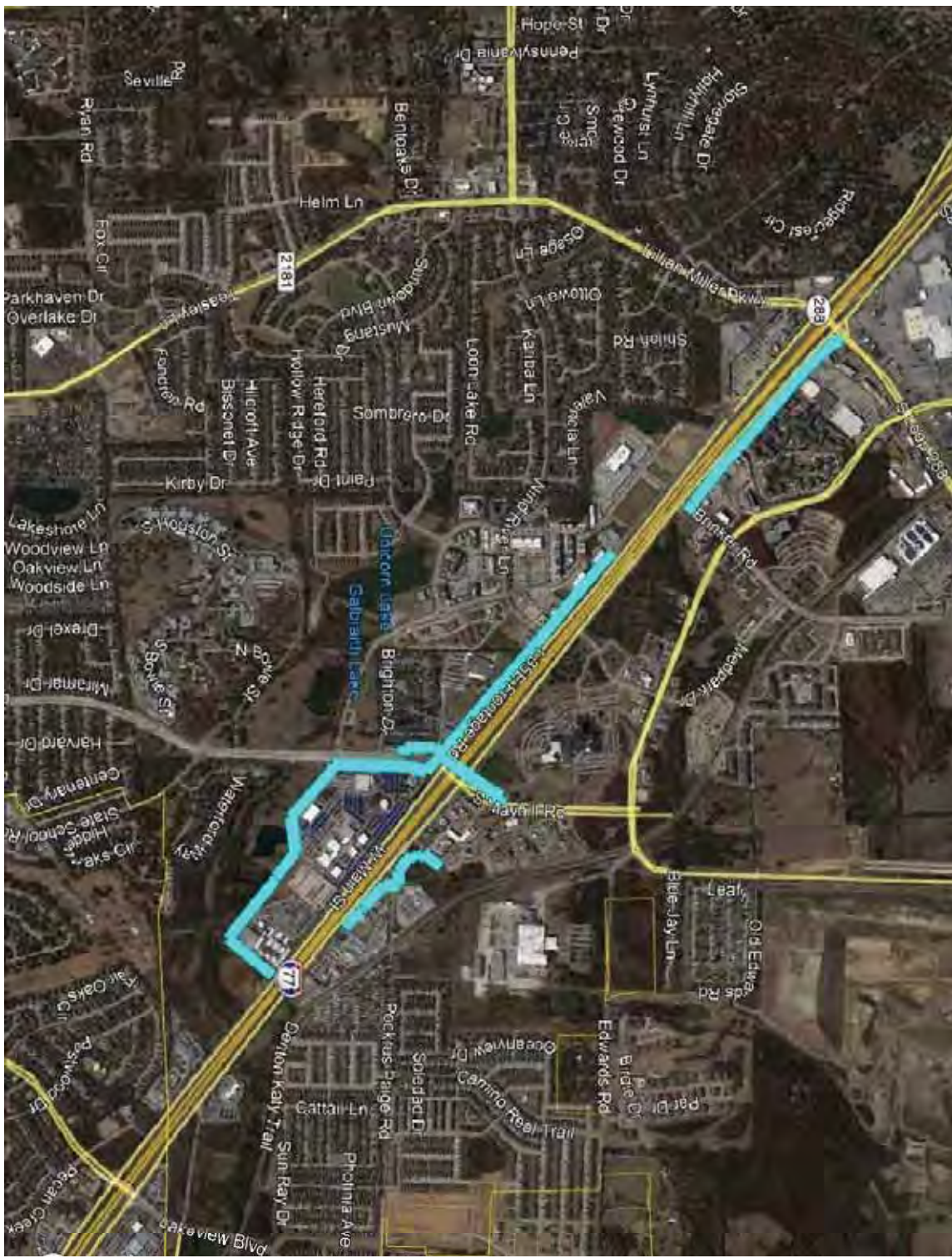
External Milestone: External Milestone
Inactive Task: Inactive Task
Inactive Milestone: Inactive Milestone

Inactive Summary: Inactive Summary
Manual Task: Manual Task
Duration-only: Duration-only

Manual Summary Rollup: Manual Summary Rollup
Manual Summary: Manual Summary
Start-only: Start-only

Finish-only: Finish-only
Progress: Progress
Deadline: Deadline

ATTACHMENT "E"
PROJECT LOCATION MAP
for
IH-35E-MAYHILL - UTILITY-RELOCATIONS



General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocations**
 KHA No. **0610240xx**
 PM: **Chris Igo**

Task Budget Summary			Task 700		Task 888	
No.	Task Name	Hours	Labor	Expenses	Office Exp.	Subtotal
100	Design Mgmt	141	\$ 29,600	\$ 11,000	\$ 1,400	\$ 42,000
200	Align Routing-Esmt ID	201	\$ 44,100		\$ 2,100	\$ 46,200
201	Prelim Design	529	\$ 118,700	\$ 29,700	\$ 5,500	\$ 153,900
202	Final Design	307	\$ 68,300		\$ 3,200	\$ 71,500
203	Contract Docs	60	\$ 12,500		\$ 600	\$ 13,100
204	Bidding Services	73	\$ 16,100		\$ 800	\$ 16,900
205	CCA	237	\$ 53,300		\$ 2,500	\$ 55,800
206	Record Drawings	42	\$ 8,700		\$ 400	\$ 9,100
207	Permitting	103	\$ 22,800		\$ 1,100	\$ 23,900
208	Survey and Easements	311	\$ 56,700	\$ 57,800	\$ 2,700	\$ 117,200
209	Easement Acquisition			\$ 249,500		\$ 249,500
210	Conflict Analysis	151	\$ 33,000	\$ 400	\$ 1,600	\$ 35,000
777	Contingency				\$ -	
TOTALS:		2,155	\$ 463,800	\$ 348,400	\$ 21,900	\$ 834,100

Subconsultant Summary				
Task No.	Task Name	Cost	Multiplier	Subtotal
TOTALS:		\$ -		\$ -

Project Budget Summary	
Labor:	\$ 463,800
Expenses:	\$ 370,300
TOTAL:	\$ 834,100

Note: This portion is for water only, the rest of the contract hourly breakdown is shown in the wastewater agreement

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: City of Denton
 Project: IH-35E-Mayhill-Utility Relocation
 KHA No: 0610240xx
 PM: Chris Igo

Task Effort Summary

Labor: \$ 29,600
 Expenses: \$ 11,000
 Allocation: \$ 1,400
TOTAL: \$ 42,000

Task Information

Number: 100
 Name: Design Mgmt
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	P8	P7	P5	P1	B5											(Hrs)	Expenses (\$)	
							Senior Professional II	Senior Professional I	Senior Professional I	Analyst	Professional								
A. Kickoff Meeting			1	25														26	
Pepare for Kickoff Meeting			4	4														8	
Attend Kickoff Meeting			1	2														3	
Kick-off Meeting Notes																			
			1	2														3	
B. Data Collection						5												5	
Record Drawings						4												4	
GIS Data (including aerials/LiDAR)																			
Projects in Progress																			
D. Monthly Reporting																			
Invoicing								22										22	
Reporting (Status/Schedule)				24	22													46	
Invoice to TxDOT				12	12													24	
Direct Expenses																		\$ 10,000	
Subtotals:			7	69	43	22												141	\$ 10,000

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **118,700**
 Expenses: \$ **29,700**
 Allocation: \$ **5,500**
TOTAL: \$ 153,900

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II										(Hrs)	Expenses (\$)				
		P8	P7	P5	P3	B5									Subtotal		
a) Preliminary Design																	
i) Field Verification			8	8	8											24	
ii) Prelim WL/SS/RC Layout				4	4											8	
iii) Prelim WL/SS/RC Plans																	
Cover Sheet				1	2											3	
Control Sheets (2)				2	4											6	
Overall WL Layout Sheet				1	2											3	
Overall SS Layout Sheet				1	2											3	
P&P (WL/RC) ~ 32 sheets (.5/2/3/6)	16	40	64	120												240	
P&P (SS) ~ 3 sheets (.5/2/4/6)	2	6	12	20												40	
iv) TCP			8	2	12											22	
v) Franchise Utility Coord				8	8											16	
vi) Gen Notes/Index/Legend				2	4											6	
vii) City Std Dtls				1	3											4	
viii) WL Connection Dtls				4	8											12	
ix) Prelim Tech Specs				4	8											12	
x) OPCC		2	4	8												14	
xi) deliverables		4	4	4												12	
xii) Meetings																	
(1) Kickoff Meeting		4	4	4												12	
(2) On-Site Meeting		8	8	8												24	
(3) Prelim Plan Review Meeting		4	4	4												12	
b) design survey		see survey & easements task															
c) geotechnical engineering			2	4	8										14	\$ 17,000	
d) Subsurface Utility Engineering				2	4										6	\$ 10,000	
f) easement instruments (35)		See survey & easements task															
g) Tunnel/Bore Design			8	20	8											36	
Subtotals:		18	94	164	253											529	\$ 27,000

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **12,500**
 Expenses: \$ **-**
 Allocation: \$ **600**

 TOTAL: \$ **13,100**

Task Information

Number: **203**
 Name: **Contract Docs**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Category										(Hrs)	Expenses (\$)	
		P8	P7	P5	P3	N6								Subtotal
i) Contract Docs														
Project Manual Revisions			2	8	16	3								29
Bid Plan Revisions			4	8	16	3								31
Subtotals:			6	16	32	6								60 \$ -

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **16,100**
 Expenses: \$ **-**
 Allocation: \$ **800**
TOTAL: \$ 16,900

Task Information

Number: **204**
 Name: **Bidding Services**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Task Effort Summary											(Hrs)	Expenses (\$)				
		P8	P7	P5	P3	N6										Subtotal		
a) Bid Plan/Spec Deliverables				2	2												4	
b) Bid Assistance																		
i) Addenda Prep				2	5	10												17
ii) Question Responses				4	4													8
iii) Bid Opening				4	4	4												12
iv) Bid Tabulatoin					2		4											6
v) Evaluatoin of bid results				2	2													4
vi) Recommendation of award ltr					2	2												4
c) conformance plans and specs				2	4	12												18
Subtotals:			14	25	30	4											73	\$ -

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **53,300**
 Expenses: \$ **-**
 Allocation: \$ **2,500**
TOTAL: \$ 55,800

Task Information

Number: **205**
 Name: **CCA**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Staff										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5								Subtotal	
a) Pre-con Conference			4	4	4									12	
b) site visits (12)			12	36	36									84	
c) shop drawings (assume 30)		5	5	31	32									73	
d) final walkthrough and punch list			8	8	8									24	
Plan/Spec Interpretation - RFIs 10, 2hr ea		4	4	15	21									44	
Subtotals:		9	33	94	101									237	\$ -

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: **\$ 22,800**
 Expenses: **\$ -**
 Allocation: **\$ 1,100**
TOTAL: \$ 23,900

Task Information

Number: **207**
 Name: **Permitting**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	<div style="display: flex; justify-content: space-between;"> Senior Professional II Senior Professional I Senior Professional I Professional Professional </div>							(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5						
a) TxDOT UIR Permit			2	8	8						18	
b) Coordinate Utility Agreement w/TxDOT			4	20	24						48	
c) Franchise Utility Coordination			4	20	13						37	
Subtotals:			10	48	45						103	\$ -

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **56,700**
 Expenses: \$ **57,800**
 Allocation: \$ **2,700**
TOTAL: \$ 117,200

Task Information

Number: **208**
 Name: **Survey and Easements**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	<div style="display: flex; justify-content: space-between;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Professional II</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Tech Support</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Professional</div> </div>										Subtotal	(Hrs)	Expenses (\$)			
		P8	P7	P5	CO4	B5											
Schematic Property Research				6	20											26	
Topographic Survey				20	60											80	\$ 52,500
Easements (35)				62	143											205	
Subtotals:																	
																311	\$ 52,500



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: City of Denton
 Project: IH-35E-Mayhill-Utility Relocation
 KHA No: 0610240xx
 PM: Chris Igo

Task Effort Summary

Labor: \$ -
 Expenses: \$ 249,500
 Allocation: \$ -
TOTAL: **\$ 249,500**

Task Information

Number: 209
 Name: Easement Acquisition
 Task Mgr: [Blank]

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Staff								(Hrs)	Expenses (\$)				
		P8	P7	P5	P3	B5							Subtotal		
Property Acquisition Subconsultant															
Right of Entries (25)															\$ 18,000
Title and Closing Services (25)															\$ 11,250
Negotiation Services (25)															\$ 101,250
Appraisal Service (Land Only) (20)															\$ 68,400
Appraisal Service (Improved Property) (5)															\$ 27,900

Land Acquisition - Cobb

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	\$792.00	\$19,800.00
Title and Closing Services	25	\$495.00	\$12,375.00
Negotiation Services	25	\$4,455.00	\$111,375.00
Appraisal Service (Land Only)	20	\$3,762.00	\$75,240.00
Appraisal Service (Improved Property)	5	\$6,142.00	\$30,710.00
TOTAL SERVICES FEE			\$249,500.00

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **33,000**
 Expenses: \$ **400**
 Allocation: \$ **1,600**
TOTAL: \$ **35,000**

Task Information

Number: **210**
 Name: **Conflict Analysis**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II										Senior Professional I										Senior Professional I										Professional										Support Staff										Subtotal	
		P8	P7	P5	P3	N6																													(Hrs)	Expenses (\$)																	
Conflict Analysis																																																					
1. Ultimate I35 Schematic review			10	10	20																													40																			
2. Utility conflict concept layout I35																																																					
10 conflicts			10	30	40	10																													90																		
Each conflict packet includes:																																																					
A. conflict schematic																																																					
B. easement ID																																																					
C. schedule																																																					
D. site visit																																																					
F. OPCC																																																					
3. I35 - conflict QA/QC (1 hr per packet)			10	10		1																												21	\$ 350																		
Subtotals:			30	50	60	11																												151	\$ 350																		



DocuSign City Council Transmittal Coversheet

PSA	6590-084
File Name	MAYHILL I35E UTILITY LOCATION
Purchasing Contact	Crystal Westbrook
City Council Target Date	January 12, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-019

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
Contract #6590-084**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-084 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc., (“Engineer”); to that certain contract executed on January 15, 2020, in the original not-to-exceed amount of \$922,800 (the “Agreement”); for services related to the IH-35E-Mayhill-Utility Relocations.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$165,000 with this Amendment for an aggregate not-to-exceed amount of \$1,087,800; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$165,000.
2. This Amendment modifies the Agreement amount to provide an additional \$165,000 for the additional services with a revised aggregate not to exceed total of \$1,087,800.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

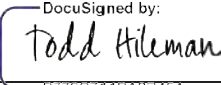
IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 01/12/2021.

“CITY”

“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

KIMLEY-HORN AND ASSOCIATES,
INC.

By: 


TODD HILEMAN, CITY MANAGER

By: 

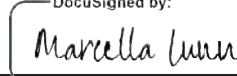
Sr. Vice President
AUTHORIZED SIGNATURE, TITLE

ATTEST:
ROSA RIOS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: 

1C5CA8C5E174493...

By: 

02051D0D427E4E5...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.



SIGNATURE Terrance Naulty

PRINTED NAME

Interim Director Water/Wastewater

TITLE

Water/Wastewater Utilities

DEPARTMENT

EXHIBIT A**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES****Professional Services Agreement:
IH-35E-MAYHILL - UTILITY-RELOCATIONS
Amendment Scope of Services****Scope of Services**

The CITY has requested that the ENGINEER perform additional services including additional property acquisition services.

Task 11 – Easement Acquisition Services

ENGINEER will provide technical assistance to the Real Estate Agent during property negotiations for up to thirty (30) hours.

ENGINEER's Real Estate Agent will provide the following additional services in accordance with the Original Contract:

- Provide property negotiation services, title closing services, and appraisal services for an additional (10) parcels for the proposed line in accordance with the previously agreed to scope under Task 11.A.
- Engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up thirty-five (35) parcels according to Task 11.A.1.

Compensation**Previous Task 11 Amount:**

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	\$880.00	\$22,000.00
Title and Closing Services	25	\$550.00	\$13,750.00
Negotiation Services	25	\$4,950.00	\$123,750.00
Appraisal Service (Land Only)	20	\$4,180.00	\$83,600.00
Appraisal Service (Improved Property)	5	\$6,820.00	\$34,100.00
TOTAL FEE			\$277,200.00

Revised Task 11 Amount:

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	\$880.00	\$22,000.00
Title and Closing Services	35	\$550.00	\$19,250.00
Negotiation Services	35	\$4,950.00	\$173,250.00
Appraisal Service (Land Only)	30	\$4,180.00	\$125,400.00

Appraisal Service (Improved Property)	5	\$6,820.00	\$34,100.00
Appraisal Service (Independent Review)	35	\$1,760.00	\$61,600.00
Engineer Assistance	30	\$220.00	\$6,600.00
Revised TOTAL FEE			\$442,200.00

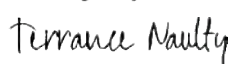
The additional services described above will be accommodated by increasing the contract amount by \$165,00. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	\$46,700	-	\$46,700
Task 2 – Alignment Study	\$51,400	-	\$51,400
Task 3 – Preliminary Design	\$171,000	-	\$171,000
Task 4 – Final Design	\$79,500	-	\$79,500
Task 5 – Construction Contract Documents	\$14,500	-	\$14,500
Task 6 – Bid Phase Services	\$18,700	-	\$18,700
Task 7 – Construction Phase Services	\$61,900	-	\$61,900
Task 8 – Record Drawings Preparation	\$10,100	-	\$10,100
Task 9 – Permitting	\$26,600	-	\$26,600
Task 10 – Survey and Easements	\$130,200	-	\$130,200
Task 11 – Easement Acquisition Services	\$277,200	\$165,000	\$442,200
Task 12 – Conflict Analysis	\$35,000	-	\$35,000

Totals:	\$922,800	\$165,000	\$1,087,800
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Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:

B0F531381089478

Interim Director Water/Wastewater
TITLE

Date: 10-8-2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc



Title: Glenn Gary, Senior Vice President

Date: 10-8-2020

Total Task 11

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	\$880.00	\$22,000.00
Title and Closing Services	35	\$550.00	\$19,250.00
Negotiation Services	35	\$4,950.00	\$173,250.00
Appraisal Service (Land Only)	30	\$4,180.00	\$125,400.00
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Appraisal Service (Independent Review)	35	\$1,760.00	\$61,600.00
Engineer Assistance	30	\$220.00	\$6,600.00
TOTAL SERVICES FEE			\$442,200.00

Amendment 1

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	0	\$880.00	\$0.00
Title and Closing Services	10	\$550.00	\$5,500.00
Negotiation Services	10	\$4,950.00	\$49,500.00
Appraisal Service (Land Only)	10	\$4,180.00	\$41,800.00
Appraisal Service (Improved Property)	0	\$6,820.00	\$0.00
Appraisal Service (Independent Review)	35	\$1,760.00	\$61,600.00
Engineer Assistance	30	\$220.00	\$6,600.00
TOTAL SERVICES FEE			\$165,000.00

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
Contract #6590-084**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 6590-084 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc., (“Engineer”); to that certain contract executed on January 14, 2020, in the original not-to-exceed amount of \$922,800 (the “Original Agreement”); amended on January 12, 2021 in the additional amount of \$165,000 aggregating a not-to-exceed amount of \$1,087,800 (the “First Amendment”) (collectively, the Original Agreement, the First Amendment are the “Agreement”) for services related to the IH-35E-Mayhill-Utility Relocations.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$217,500 with this Amendment for an aggregate not-to-exceed amount of \$1,305,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

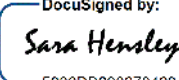
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$217,500.
2. This Amendment modifies the Agreement amount to provide an additional \$217,500 for the additional services with a revised aggregate not to exceed total of \$1,305,300.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 08/03/2021.

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation
SARA HENSLEY, INTERIM CITY MANAGER

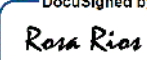
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“Engineer”

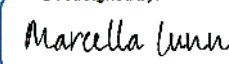
KIMLEY-HORN AND ASSOCIATES,
INC.

By:  DocuSigned by:
EDB15720A1C6421... Sr. Vice President
AUTHORIZED SIGNATURE, TITLE

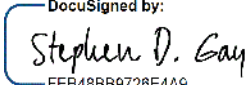
ATTEST:
ROSA RIOS, CITY SECRETARY

By:  DocuSigned by:
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APPROVED AS TO LEGAL FORM:
CATHERINE CLIFTON, INTERIM CITY
ATTORNEY

By:  DocuSigned by:
02051D0D427E4E5...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

 DocuSigned by:
FEB48BB9728E4A9... Stephen D. Gay
SIGNATURE PRINTED NAME

Director, Water Utilities

TITLE

Water Utilities

DEPARTMENT

EXHIBIT A

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement: IH-35E-MAYHILL - UTILITY-RELOCATIONS Amendment Scope of Services

Scope of Services

TxDOT has redesigned a portion of the roadway project that necessitates additional waterline relocation. The CITY has requested that the ENGINEER perform additional services including topographic survey, design, easement acquisition, and additional TxDOT coordination for approximately 1,700 linear feet of 20-inch water line.

Task 1 Design Management

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Project Management

1. Continued development of progress reporting and updates to project schedule.
2. Attend up to one additional meeting with City.
3. Prepare and execute up to two (2) additional subconsultant amendments.

Task 3 Preliminary Design

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Preliminary Water Line Design

1. Perform one additional site visit to perform field verification of the survey.
2. Prepare preliminary water line plan and profile drawings for approximately 1,700 linear feet of 20-inch water line.
3. Compile and prepare an updated opinion of probable construction cost (OPCC) for the additional infrastructure to be incorporated into the preliminary design OPCC.

B. Deliverables

1. Supplemental Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Supplemental preliminary design plans (22"x34")
 - ii. Opinion of probable construction cost incorporated into overall cost of proposed Mayhill Utility Relocations

C. Meetings

1. Attend one (1) additional meeting with City to present and review the supplemental preliminary design submittal.

Task 4 Final Design

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Final Design

1. Prepare final design water line plan and profile drawings, surface repair, erosion control, and details for approximately 1,700 linear feet of 20-inch water line.

B. Deliverables:

1. Final Design Submittal will be incorporated into the Final Design Deliverables indicated in the Original Contract.

Task 9 Permitting

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Permitting

1. The ENGINEER will aid the City in coordinating the additional design into the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.

Task 10 Survey and Easements

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Design Survey

1. Additional design survey with the following limits:
 - a. A 100-foot wide alignment generally along Interstate Hwy 35 continuing south/east from the Lillian Miller/Loop 288 intersection approximately 1,700 linear feet.

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to eight (8) permanent water line easements and up to one (1) temporary construction easements.
2. Revise up to twelve (12) previously submitted signed and sealed easement documents due to coordination with Denton Municipal Electric and City Real Estate requests.

Task 11 – Easement Acquisition Services

ENGINEER will provide technical assistance to the Real Estate Agent during property negotiations for up to twenty (20) hours.

ENGINEER's Real Estate Agent will provide the following additional services in accordance with the Original Contract:

- Provide property negotiation services, title closing services, and appraisal services, including appraisal review for an additional eight (8) parcels for the proposed line in accordance with the previously agreed to scope under Task 11.A.
- Revise up to four (4) previously submitted appraisal packets due to coordination with Denton Municipal Electric and City Real Estate requests.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$217,500. The following table summarizes the revised contract amount:

Task	Original Contract	Amd. No. 1	Amd. No. 2	Revised Contract
Task 1 – Design Management	\$46,700	-	\$2,900	\$49,600
Task 2 – Alignment Study	\$51,400		-	\$51,400
Task 3 – Preliminary Design	\$171,000	-	\$23,900	\$194,900
Task 4 – Final Design	\$79,500	-	\$11,100	\$90,600
Task 5 – Construction Contract Documents	\$14,500	-	-	\$14,500
Task 6 – Bid Phase Services	\$18,700	-	-	\$18,700
Task 7 – Construction Phase Services	\$61,900	-	-	\$61,900
Task 8 – Record Drawings Preparation	\$10,100	-	-	\$10,100
Task 9 – Permitting	\$26,600	-	\$7,600	\$34,200
Task 10 – Survey and Easements	\$130,200	-	\$35,000	\$165,200
Task 11 – Easement Acquisition Services	\$277,200	\$165,000	\$137,000	\$579,200
Task 12 – Conflict Analysis	\$35,000	-	-	\$35,000

Totals:	\$922,800	\$165,000	\$217,500	\$1,305,300
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Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

Title: _____

Date: _____

BY:
ENGINEER
Kimley-Horn and Associates, Inc



Title: John Atkins, Vice President

Date: _____



Project Fee Calculation

Budget Summary

Date: Sep 1, 2020

General Project Information

Client: City of Denton
Project: IH-35E-Mayhill-Utility Relocations
KHA No. 061024039
PM: Chris Igo

Task Budget Summary table with columns: No., Task Name, Hours, Labor, Expenses, Office Exp., Subtotal. Includes rows for Design Management, WL-Prelim Design, WL-Final Design, Permitting, WL-Survey and Easements, Easement Acquisition, and Contingency.

Subconsultant Summary

Subconsultant Summary table with columns: Task No., Task Name, Cost, Multiplier, Subtotal. Includes a TOTALS row.

Project Budget Summary box with rows: Labor: \$ 72,400, Expenses: \$ 145,100, TOTAL: \$ 217,500.

Task Fee Calculation

Date: September 1, 2020

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **2,700**
 Expenses: \$ **-**
 Allocation: \$ **200**
TOTAL: \$ **2,900**

Task Information

Number: **100**
 Name: **Design Management**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5									Subtotal
Miscellaneous Coordination				6	6									12	
Subtotals:				6	6									12	\$ -

Task Subtotals (\$000's)													Lbr	Expenses (\$)	
Cost:			0.3	0.2										0.5	\$ -
Effort:			1.4	1.2										2.7	\$ -

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **7,200**
 Expenses: \$ **-**
 Allocation: \$ **400**
TOTAL: \$ 7,600

Task Information

Number: **207**
 Name: **Permitting**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I											Senior Professional II											Professional											Subtotal	(Hrs)	Expenses (\$)	
		P7	P5	P3										P7	P5	P3											P7	P5	P3									
TxDOT coordination for reimbursement		4	20	6																																	30	
Subtotals:		4	20	6																																	30	\$ -

Task Subtotals (\$000's)		Senior Professional I											Senior Professional II											Professional											Lbr	Expenses (\$)		
Cost:		0.3	1.0	0.2																																	1.5	\$ -
Effort:		1.1	4.8	1.2																																	7.2	\$ -

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **25,200**
 Expenses: \$ **8,600**
 Allocation: \$ **1,200**
TOTAL: \$ **35,000**

Task Information

Number: **208**
 Name: **WL-Survey and Easements**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I										Subtotal	(Hrs)	Expenses (\$)
		P5	P3											
Topo		5	8										13	
Easements (10)		12	54										66	\$ 7,750
Easement Revisions (12)		4	36										40	
Subtotals:		21	98										119	\$ 7,750

Task Subtotals (\$000's)		Lbr	Expenses (\$)
Cost:	1.1 3.5	4.6	\$ 7,750
Effort:	5.1 20.1	25.1	\$ 8,600

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **3,900**
 Expenses: \$ **132,900**
 Allocation: \$ **200**
TOTAL: \$ 137,000

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II										(Hrs)	Expenses (\$)																																				
		P8	P7	p5	P3									Subtotal																																			
Property Acquisition Subconsultant																																																	
Right of Entries (8)														\$ 6,400																																			
Title and Closing Services (8)														\$ 4,000																																			
Negotiation Services (8)														\$ 36,000																																			
Appraisal Service (Land Only) (4)														\$ 30,400																																			
Appraisal Service (Improved Property) (4)														\$ 24,800																																			
Appraisal Review (8)														\$ 19,200																																			
Engineer Assistance				16									16																																				
<table border="1"> <thead> <tr> <th>Real Estate Agent Service Items</th> <th>Anticipated Units/Parcels</th> <th>Unit/Parcel Rate</th> <th>Fee Amount</th> </tr> </thead> <tbody> <tr> <td>Right-of-Entries</td> <td>8</td> <td>\$880.00</td> <td>\$7,040.00</td> </tr> <tr> <td>Title and Closing Services</td> <td>8</td> <td>\$550.00</td> <td>\$4,400.00</td> </tr> <tr> <td>Negotiation Services</td> <td>8</td> <td>\$4,950.00</td> <td>\$39,600.00</td> </tr> <tr> <td>Appraisal Service (Land Only)</td> <td>8</td> <td>\$4,180.00</td> <td>\$33,440.00</td> </tr> <tr> <td>Appraisal Service (Improved Property)</td> <td>4</td> <td>\$6,820.00</td> <td>\$27,280.00</td> </tr> <tr> <td>Appraisal Service (Independent Review)</td> <td>12</td> <td>\$1,760.00</td> <td>\$21,120.00</td> </tr> <tr> <td>Engineer Assistance</td> <td>16</td> <td>\$257.50</td> <td>\$4,120.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL SERVICES FEE</td> <td>\$137,000.00</td> </tr> </tbody> </table>														Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount	Right-of-Entries	8	\$880.00	\$7,040.00	Title and Closing Services	8	\$550.00	\$4,400.00	Negotiation Services	8	\$4,950.00	\$39,600.00	Appraisal Service (Land Only)	8	\$4,180.00	\$33,440.00	Appraisal Service (Improved Property)	4	\$6,820.00	\$27,280.00	Appraisal Service (Independent Review)	12	\$1,760.00	\$21,120.00	Engineer Assistance	16	\$257.50	\$4,120.00	TOTAL SERVICES FEE			\$137,000.00
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TOTAL SERVICES FEE			\$137,000.00																																														
Subtotals:				16									16	\$ 120,800																																			

Task Subtotals (\$000's)													Lbr	Expenses (\$)
Cost:				0.8									0.8	\$ 120,800
Effort:				3.9									3.9	\$ 132,900

Hourly Fee Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)


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B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00


Effective September 2020 and subject to revision.

Attachment "E" Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

- Utility Joint Use Agreement (ROW-U-JUA)

- Utility Installation Review/Permit Number: DAL20210118130643

 1/17/2023
Date
TxDOT

 1/17/22
Initial Date
Utility

APPROVAL

To David Brown

City of Denton Water Utilities

901 A Texas St

Denton, TX 76209

Date 9/14/2022
Application No. DAL20210118130643
District App. No. DAL20210118130643
Highway IH 0035
Control Section 019601
Maintenance Section Denton County Maintenance
County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20210118130643 (District Application No. DAL20210118130643) dated 9/14/2022 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:
Bore water sewer lines General Trench Pit Location Backfill

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Justin Braudrick

Title Utility Coordinator
District Dallas

Construction of Highway Crossing by Bore

- 1. GENERAL - WATER JETTING OR JACKING WILL NOT BE PERMITTED.** All paved streets which are maintained by TxDOT must be bored & encased unless it is specifically stated on the permit that an exception for open cutting and/or no encasement is granted.

At no time shall the boring operation interfere with the travelling public. The safety of the traveling public and maintaining the integrity of the roadway is the primary concern.

- 2. BORE PIT LOCATIONS** - No excavations for bore pits will be allowed to be any closer to the edge of the pavement (travel lane) than as outlined in the "TRENCH EXCAVATIONS AND PIT LOCATION" specification. If the required clear zoned distance is closer than outlined in the above mentioned specification, then appropriate traffic control devices such as barricades, signs, barrel mounted guard fence and/or concrete traffic barriers will be required as deemed necessary by the TxDOT inspector.

No excavated material will be stored closer to the traveled way than the bore pit. All pits and trenches shall be backfilled immediately after the encasement and carrier pipes have been installed. Upon completion of the backfill, all excess material will be removed from the right of way.

- 3. METHOD OF INSTALLATION** - Crossings are to be installed by the AUGER or "DRY" BORE method and shall be accomplished by use of a laser sighted bore machine or a bore machine requiring a pilot hole. The pilot hole will serve as the centerline of the large diameter hole to be bored. The user of water or fluids in the boring operation will only be allowed for lubricating the cutting head.

The boring operation shall be performed from the low or downstream end. Lateral or vertical variation of the encasement pipe from the proposed line and grade will be permitted only to the extent of one (1) inch in ten (10) feet, provided that such a variation shall be regular and only in one direction.

The encasement pipe shall be approximately the same diameter as the bore hole. Over cutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation with a mixture consisting of two (2) sacks of cement per yard of sand.

- 4. OPTIONAL WET BORE** - The utility or contractor may request installation by the Slurry or "Wet" bore method. The approval to wet bore is granted by the Area Engineer or his designated representative on an individual permit basis. If the area office allows wet bores in their designated area, approval will be based on bore size and soil conditions. Wet bores should be restricted to areas of rock or other suitable material which will prevent the sides of the bore hole from "caving in". A geotechnical report may be required prior to approval. In no instance will wet bores be allowed to exceed eighteen (18) inches in diameter.

The amount of water used for creating the slurry will be such that little or no runoff is encountered. If, in the opinion of the TxDOT inspector, at any time during the boring operation inadequate conditions are encountered for performing the wet bore, the process will be stopped and the bore will be completed by Auger bore.

The slurry material removed from the bore may not be used in the backfilling of the bore pit.

Water & Sanitary Sewer Lines

- 1. GENERAL** - Longitudinal water and sanitary sewer pipelines shall be placed on uniform alignment three (3) to ten (10) feet from the right of way line. The minimum depth of cover shall be twenty-four (24) inches for non-plastic lines and thirty (30) inches for plastic lines. If a nonmetallic line is installed, a durable metal wire or other device shall be concurrently installed for detection purposes.

Each line may be installed with enough vertical flexibility to prevent stresses; however, horizontal "snaking" of the line is prohibited.

The utility agency shall place identification markers at the right of way line in sufficient number for longitudinal installations and at each highway crossing.

All paved side streets crossed by a longitudinal line within TxDOT right of way must be installed as outlined in item #2 below.

- 2. CROSSING** - Highway crossings are to be installed at or near right angles to highway and must be installed with an encasement pipe. Encasement pipe is also to be installed under normal center medians, extend from the top of back slope for cut sections, and five (5) feet beyond the toe of slope for fill sections, unless an additional length is required as outlined in the "TRENCH EXCAVATION AND PIT LOCATION" specification.

All crossings under existing pavement must be installed as outlined in the "CONSTRUCTION OF HIGHWAY CROSSINGS BY BORE" specification.

The depth of cover for crossings shall be twenty-four (24) inches for non-plastic pipe and thirty (30) inches for plastic pipe under ditches. The encasement pipe must be a minimum of eighteen (18) inches or $\frac{1}{2}$ the diameter of the pipe, whichever is greater, below the bottom of the pavement structure.

The encasement shall consist of a steel pipe around and outside the carrier pipe and support the load of the ground above the pipe, the highway, and the superimposed loads there on, including construction equipment. HDPE pipe with a SDR ratio of 11 or greater may be used for encasement of water service lines. The HDPE pipe must be a single continuous piece with no joints. The strength of the encasement pipe shall equal or exceed the structural requirements for highway drainage culverts covered under ASTM specifications.

- 3. ABOVE GROUND APPURTENANCES** - Fire hydrants, air release valves, and other similar appurtenances should be located at or near the right of way line. All fire hydrants will be equipped with breakaway bases and should not be located in the sidewalk. Any appurtenances may not be located any closer than 3 ft from back of curb.

Pumps, wells, and other structures associated with lift stations and pump stations will not be permitted within the limits of TxDOT right of way.

- 4. MANHOLES** - The outside diameter of the manhole chimney at ground level shall not exceed thirty-six (36) inches. The inside diameter of the manhole for lines up to twelve (12) inches shall not exceed four (4) feet. For any increase in line size greater than twelve (12) inches the manhole may be increased a like amount. The manhole cover shall be installed flush with the ground, meet HS-20 load requirements, and weigh at least 175 pounds.

General Utility Installations

1. GENERAL - A copy of the approved notice must be kept onsite at all times during construction. Unless other arrangements are made with the designated Texas Department (TxDOT) inspector, no work will be performed on Saturday, Sunday, Holidays, or hours other than standard working hours. Utility lines shall be located to avoid or minimize the need for adjustments to accommodate future highway improvements.

All utility installations will be made without excavation or longitudinal placement being made any closer than three (3) feet from the back of curb. No pavement cuts are permitted unless specifically stated on the permit that approval is given to open cut the pavement.

No explosives shall be used within the limits of the TxDOT highway right of way for utility installations.

2. COORDINATION OF WORK - *Prior to the start of construction the local TxDOT Office MUST BE NOTIFIED at the number listed on the approval notice. Traffic control plans must be approved by the Area Office before work can begin.* If the installation is within the limits of an active highway construction project, the utility work must be coordinated with the TxDOT Contractor and Inspectors. The utility work shall not cause any delay or disruption to the TxDOT contractor or construction.

Location existing utility facilities and coordination with the owners is the responsibility of the utility agency.

3. TRAFFIC SAFETY, BARRICADES, WARNING DEVICES - Traffic control and protective devices shall be used and must conform to the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES for streets and highways. All barricades, warning devices, signs, flashers, and flag persons shall be provided by the utility agency or contractor.

Traffic shall not be stopped at any time without the use of a flag person. Prior to beginning work, the traffic control plans must be approved by the Area Engineer or his designated representative. Lane closures for any utility work will not be permitted without prior approval of Area Engineer or his designated representative. Lane closures are not permitted during peak "rush hour" traffic times.

Vehicles, equipment, construction material and personnel not necessary to the timely installation of the facility shall be kept as far as possible from the traveling public. Any above ground obstruction or bore pit located closer than the clear zone distances outlined in the "Trench Excavation and Pit Locations" specification shall be protected by barricades, metal beam guard fence and/or concrete traffic barriers as deemed necessary by the TxDOT Inspector. At the end of every construction day, all equipment and materials shall be removed as far from the roadway edge as possible.

4. SURVEYING AND STAKING OF UTILITIES - All utility installations shall be staked by utility agency so that TxDOT may inspect the alignment prior to start of construction. The ROW line is to be staked and the utility installed based on a set distance from the ROW line. The utility is ultimately responsible for the accuracy of the installation.

5. TIME PERIOD ALLOWED FOR INSTALLATION - If the installation of the work covered by this utility permit has not started within twelve (12) months from the approval date, a written request for an extension must be submitted to the District Office. It is expected that the installation will progress to completion in an efficient manner. However, if the work is delayed or abandoned for a period of one (1) month or more, a written request must be submitted to continue under the authority of the original permit.

6. FULL TIME SUPERVISION and INSPECTION - The utility agency shall provide competent, full time inspectors or supervisors to be present on-site during the installation. Also, the utility may be required to provide a telephone number at which someone may be contacted 24 hours in case of an emergency. The utility construction may be delayed or stopped when it is observed by the TxDOT Inspector that there is not an agency inspector or supervisor present on the job site.

7. DEPARTMENT INTERVENTION - TxDOT has the right to take charge of an to remedy any immediate hazard to the traveling public when it is obvious the utility agency will not do so. Any costs associated with TxDOT's action will be charged to the utility agency.

8. UTILITY ACCOMMODATION RULES - Utility installations within the TxDOT Right of Way shall conform to the requirements contained in the TxDOT Utility Accommodation Rules, dated February 2, 2005, the Dallas District Utility Specifications and the following industry policies.

- A. Safety rules for the installation and maintenance of electric and communication lines - National Electrical Safety Code.
- B. Latest edition of the Rules and Regulations for Public Water Systems, published by the Texas Department of Health, Water Hygiene Division.
- C. Gas Pipelines - Title 49, C.F.R., Part 195, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards and amendments.
- D. Liquid Petroleum Pipelines - Title 49, C.F.R., Part 195, Transportation of Liquids by Pipelines and amendments.
- E. Latest edition of the American Society for Testing and Materials (ASTM) Specifications.
- F. Latest edition of the AASHTO policy entitled "A Policy on the Accommodations of Utilities within Freeway Right of Way".
- G. Latest edition of the Occupational Safety and Health Administration (OSHA) Standards and Interpretations.

Trench Excavation and Pit Location

1. **GENERAL** - No dirt from a trench or pit excavation shall be placed on the roadway or shoulders. All equipment and stockpiled dirt shall meet the safety clear zone distances listed below or have adequate barricades and warning devices to protect the traveling public.

Topsoil shall be kept separate from other excavation material, and be replaced in accordance with "BACKFILLING" specification.

All pits and trenches shall be kept free from standing water. If trenches and/or bore pits are left open for extended periods of time without a continuous progression of work, the utility will be required to backfill the trench and/or bore pits. Any other pit will not be left open for more than a forty eight (48) hour period.

In all excavations where sloughing is likely to occur, shoring will be utilized to prevent damage to the highway structure(s). The utility agency or contractor shall be responsible for maintaining trench excavation protections as required by provisions of Part 1926, Subpart P - Excavations, Trenching and Shoring of OSHA Standards.

2. **TRENCHING** - Longitudinal installations must be placed as near a uniform alignment to the right of way line as possible. Trenching machine or backhoe may be used. A backhoe will be required if a uniform alignment can't be maintained by use of a trenching machine.
3. **SAFETY CLEAR ZONE DISTANCES** - Minimum clear zone distances required for trench excavations and bore pit locations are as follows:

For UNCURBED Highways

- A. Thirty (30) ft. from the edge of pavement (traveled lane) of high-speed (more than 40 mph), high volume (more than 750 vehicles per day) highways.
- B. Sixteen (16) ft* from edge of pavement of high-speed, low volume (less than 750 vehicles per day) highways.
- C. Sixteen (16) ft* from ramps.
- D. Ten (10) ft* for low-speed (40 mph or less) highways.
- E. Ten (10) ft* for any paved intersections side streets.

* Five (5) ft MINIMUM from edge of any shoulder.

For CURBED Highways

- A. Thirty (30) ft from the back of curb for high-speed highways
- B. Five (5) ft from the back of curb, plus any additional distance to clear sidewalks, for low-speed highways
- C. Five (5) ft from the back of curb for intersecting side street.

Backfill Specifications

- 1. GENERAL** - As soon as practical, all portions of the excavation shall be backfilled. Trenches and pits shall be backfilled with the material obtained from the excavation or from other sources. Backfill material will be free from stones of such size as to interfere with compactions; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood or other extraneous material. The TxDOT inspector may reject any material containing more than twenty (20) percent by weight of material retained on a three (3) inch sieve.

The portion of top soil removed from the original excavation shall be replaced, as nearly as feasible, in its original position.

- 2. DEPTH OF LIFTS** - The portion of backfill below the top of pipe shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Backfill above the top of the pipe shall be placed in layers not to exceed ten (10) inches in depth (loose measurement). If the backfill is to support a portion of roadway or embankment, then the material will be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement).

- 3. PROCEDURE FOR COMPACTION** - Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil and shall be compacted to that density by means of mechanical tampers or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions that are accessible to such equipment. Water jetting or ponding will not be permitted.

Special care shall be taken to ensure thorough compaction of material placed under the haunches of the pipe.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment.

- 4. RESTORATION OF RIGHT OF WAY** - Prompt replacement of sod, removal of debris, and any other restoration necessary to restore the right of way to a condition equal to that which existed prior to the utility installation will be required. In areas of erosion, the use of stabilized backfill may be required. Should settlement or erosion occur within six (6) months of the utility installation, the utility agency will be required to reshape, reseed, and/or resod the area.

Form 1082 Additional Page 3

- Water Line A: Install approximately 1,172 LF of 24" HDPE water line, 7,002 LF of 20" HDPE, 75 LF of 8" DIP, 36 LF of 12" PVC, 493 LF of 8" PVC, 1,000 LF of 6" PVC and 420 LF of 36" steel casing with carrier pipe and 463 LF of 30" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1793+87 to IH35 Sta 1721+38 and one crossing of Mayhill/State School Road at Sta 20+75.
- Water Line B: Install approximately 1,079 LF of 8" PVC water line and 72 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1750+24 to IH35 Sta 1739+91.
- Water Line C: Install approximately 563 LF of 12" PVC water line, and 629 LF of 24" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1762+66 and Mayhill/State School Road at Sta 10+87.
- Water Line D: Install approximately 816 LF of 12" PVC water line, 1,672 LF of 8" PVC, 55 LF of 6" PVC and 616 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1832+18 to IH35 Sta 1803+52.
- Water Line E: Install approximately 1,057 LF of 24" HDPE water line, 60 LF of 8" DIP, and 131 LF of 36" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1829+23 to IH35 Sta 1817+50.
- Approximately 142 LF of 16" water line, 8,387 LF of 14" water line, 2,599 LF of 12" water line, 5,359 LF of 8" water line, 815 LF of 6" water line to be removed.
- Approximately 320 LF of 14" water line, 245 LF of 12" water line, 114 LF of 8" water line, 36 LF of 6" water line to be abandoned by grout fill.

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

- Non-interstate Highway (Calculations attached)
 Interstate Highway


ROW Utility Manual Chapter 8, Section 2


In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%


 1/17/2023
 Date
 TxDOT


 Initial Date
 Utility


Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: 4.8307 %
(Calculation attached and justification below)
- Forced Betterment
(Provide supporting documentation)
- Not Applicable

Elective betterment justification statement:

The work required is 100% reimbursable with the exception of the upsize of a portion of 20-inch waterline to 24-inch waterline for Waterline A and all of Waterline E. One other portion of engineering work that was not reimbursable per this CSJ is work to identify future conflicts with upcoming TXDOT projects.

Please see attached documentation.



Date
TxDOT



Initial
Utility



Date

Attachment G: Forced Betterment

Water Comparison HDPE to DIP

The existing 14-inch concrete cylinder water transmission main is in conflict with the State’s I-35E widening project and was proposed to be replaced with a 16-inch ductile iron pipe (DIP), as a 14-inch is only available by custom order through manufacturers and per the City’s Water Design Criteria manual (Section 3.C.) and City ordinances, a 14-inch water line is non-standard and therefore not allowed. For this reason, the upsizing from a 14-inch to a 16-inch DIP is not considered an elective betterment, but rather a forced betterment.

The City only allows DIP (and will allow HDPE, but not PVC) for this size water transmission line, however the 16-inch DIP is undergoing extremely long lead times (9 plus months). In order to clear TxDOT’s requested ready to let date, the City set a short contract duration for this relocation project. To achieve the accelerated schedule, the City allowed contractors to consider either DIP or HDPE pipe when bidding the city’s relocation project (see unit price bid sheet). This is a direct benefit to the highway project and should not be considered elective betterment.

HDPE pipe has a thicker wall and smaller inner diameter than the same sized DIP. To achieve the same flow characteristics as a 16-inch DIP, a 20-inch HDPE pipe is required. Additionally, the City has elected to perform a pipe upsized from the required 20-inch HDPE to a 24-inch HDPE due to increased flow demands in the area, The City understands the upsizing from the required 20-inch to 24-inch HDPE is considered an elective betterment and will be responsible for costs associated with this betterment. The below chart shows the difference in pipe inner diameters (ID) between HDPE and DIP.

HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE



DELIVERING GOOD WATER TO YOU

SUBMITTAL AND DATA SHEET

HDPE DUCTILE IRON OUTSIDE DIAMETER PRESSURE PIPE

PIPE SIZE (IN)	AVG O.D. (IN)	DR 7 (325 psi)			DR 9 (250 psi)			DR 11 (200 psi)		
		MIN. T. (IN)	AVG I.D. (IN)	WGT (LBS/FT)	MIN. T. (IN)	AVG I.D. (IN)	WGT (LBS/FT)	MIN. T. (IN)	AVG I.D. (IN)	WGT (LBS/FT)
4	4.800	0.686	3.346	3.87	0.533	3.670	3.13	0.436	3.876	2.62
6	6.900	0.986	4.868	7.99	0.767	5.274	6.46	0.627	5.571	5.41
8	9.050	1.293	6.309	13.75	1.006	6.917	11.12	0.823	7.305	9.32
10	11.100	1.586	7.738	20.68	1.233	8.486	16.72	1.009	8.961	14.01
12	13.200	1.886	9.202	29.25	1.467	10.090	23.65	1.200	10.656	19.82
14	15.300	2.186	10.668	39.29	1.700	11.696	31.77	1.391	12.351	26.63
16	17.400	2.486	12.130	50.82	1.933	13.302	41.08	1.582	14.046	34.44
18	19.500	2.786	13.594	63.82	2.167	14.906	51.61	1.773	15.741	43.25
20	21.600	3.086	15.058	78.31	2.400	16.512	63.32	1.964	17.436	53.07
24	25.800	N/A	N/A	N/A	2.867	19.722	90.35	2.345	20.829	75.69
30	32.000	N/A	N/A	N/A	N/A	N/A	N/A	2.909	25.833	116.46
36	38.300	N/A	N/A	N/A	N/A	N/A	N/A	3.482	30.918	166.84

Product Standard: ANSI/AWWA C906
 ASTM F714, ASTM D3035
Pipe Compound: PPI TR-4 PE 4710,
 ASTM D3350 Cell Class 445574 C/E
Certification: ANSI/NSF 61, ANSI/NSF 14*
Additional Option: Perforated (4" - 8")*
Nominal Laying Length: 40/50 feet
 (Laying length tolerances are in accordance with
 AWWA and ASTM standards)
 Coil option available upon request for size 6" and below.
Installation: JM Eagle™ HDPE Water/Sewer
 Installation Guide
 Manning Coefficient (n) = 0.009
 Hazen-Williams Coefficient (c) = 150
 *Supply may vary based on plant location.
 Please call regarding availability.

Ductile Iron Pipe Inside Diameter Chart

Unlined (UNL), Cement Lined (CL), Double Cement Lined (DCL)



Ductile Iron Pipe Inside Diameters for Unlined (UNL), Cement Lined (CL), and Double Cement Lined (DCL)					
Size	Class	Nominal Thickness	Inside Diameters*		
			UNL	CL	DCL
16"	250	0.30	16.80	16.61	16.43
	300	0.32	16.76	16.57	16.39
	350	0.34	16.72	16.53	16.35
	50	0.34	16.72	16.53	16.35
	51	0.37	16.66	16.47	16.29
	52	0.40	16.60	16.41	16.23
	53	0.43	16.54	16.35	16.17
	54	0.46	16.48	16.29	16.11
	55	0.49	16.42	16.23	16.05
	56	0.52	16.36	16.17	15.99
20"	250	0.33	20.94	20.75	20.57
	300	0.36	20.88	20.69	20.51
	350	0.38	20.84	20.65	20.47
	50	0.36	20.88	20.69	20.51
	51	0.39	20.82	20.63	20.45
	52	0.42	20.76	20.57	20.39
	53	0.45	20.70	20.51	20.33
	54	0.48	20.64	20.45	20.27
	55	0.51	20.58	20.39	20.21
	56	0.54	20.52	20.33	20.15

Attachment G- Elective Betterment

City of Denton

Reimbursable Cost Estimate

Client: City of Denton	Date: 9/16/2022
Project: IH35E Mayhill from Loop 288 to Post Oak - Utility Relocations	Prepared By: CPI
KHA No.: 061024039	Checked By: JRA

Title: Water Line "A" and "E" Betterment Upsizing Water Line Relocation from 20" to 24"
--

24" Water Line A (Betterment) (HDPE has an ID of 20")

Item Description	Unit	Quantity	Actual Unit Cost	Total
3314.226 - 24" HDPE Pressure Pipe, Water	LF	1,172	\$600	\$703,200
3305.031 - 36" Casing by Other Than Open Cut	LF	366	\$1,200	\$439,200
3305.025 - 36" Casing by Open Cut	LF	54	\$600	\$32,400
3305.111 - 24" HDPE Water Carrier Pipe	LF	420	\$220	\$92,400
3314.331 - 20" Gate Valve	EA	1	\$45,000	\$45,000
Total				\$1,312,200

20" Water Line A (Base Relocation) (HDPE has an ID of 16")

Item Description	Unit	Quantity	Estimated Unit Cost	Total
3314.222 - 20" HDPE Pressure Pipe, Water	LF	1,172	\$375	\$439,500
3305.030 - 30" Casing Pipe by Other Than Open Cut	LF	366	\$960	\$351,360
3305.024 - 30" Casing by Open Cut	LF	54	\$500	\$27,000
3305.110 - 20" HDPE Water Carrier Pipe	LF	420	\$180	\$75,600
3314.330 - 16" Gate Valve	EA	1	\$8,000	\$8,000
Total				\$901,460

24" Water Line A (Betterment) (HDPE has an ID of 20")	\$1,312,200
20" Water Line A (Base Relocation) (HDPE has an ID of 16")	\$901,460
Total Betterment Amount for WL A	\$410,740

24" Water Line E (Betterment) (HDPE has an ID of 20")

Item Description	Unit	Quantity	Actual Unit Cost	Total
3314.226 - 24" HDPE Pressure Pipe, Water	LF	1,057	\$600	\$634,200
3305.031 - 36" Casing by Other Than Open Cut	LF	44	\$1,200	\$52,800
3305.025 - 36" Casing by Open Cut	LF	87	\$600	\$52,200
3305.111 - 24" HDPE Water Carrier Pipe	LF	131	\$220	\$28,820
3314.331 - 20" Gate Valve	EA	2	\$45,000	\$90,000
Total				\$858,020

20" Water Line E (Base Relocation) (HDPE has an ID of 16")

Item Description	Unit	Quantity	Estimated Unit Cost	Total
3314.222 - 20" HDPE Pressure Pipe, Water	LF	1,057	\$375	\$396,375
3305.030 - 30" Casing Pipe by Other Than Open Cut	LF	44	\$960	\$42,240
3305.024 - 30" Casing by Open Cut	LF	87	\$500	\$43,500
3305.110 - 20" HDPE Water Carrier Pipe	LF	131	\$180	\$23,580
3314.330 - 16" Gate Valve	EA	2	\$8,000	\$16,000
Total				\$521,695

24" Water Line E (Betterment) (HDPE has an ID of 20")	\$858,020
20" Water Line E (Base Relocation) (HDPE has an ID of 16")	\$521,695
Total Betterment Amount for WL E	\$336,325

Total Water Line Betterment Amount	\$747,065
Engineering for I-35 Conflict Analysis (non-reimbursable under this contract):	\$35,000
The total estimated cost of the project INCLUDING BETTERMENT	\$16,189,482.25
The total estimated cost of the project NOT including BETTERMENT	\$15,407,417.25
Betterment Ratio:	4.8307%

Attachment "H" Proof of Property Interest

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.



1/17/2023

Date

TxDOT

SJT
initial

Utility

12/7/22
Date

35.21.4. - Easement Requirements.

All utilities in a development shall be provided in street rights-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

- A. All utility easements shall be a minimum of sixteen (16) feet unless special circumstances warrant additional or reduced easements which can be approved by the Development Review Committee. The general criteria to define minimum easement widths are listed below:

Type of Development	Easement Size
Individual water or sewer lines up to 24" in diameter	16 ft
Individual water or sewer lines greater than 24"	20 ft
Water and sewer lines up to 24" in the same easement	20 ft
Water and sewer lines greater than 24" in the same easement	25 ft
Easements along TxDOT rights-of-way	20 ft

- B. Lot lines will not split easements.
- C. Dead-end easements are not acceptable unless approved for special circumstances by the Development Review Committee.
- D. Fences within utility easements are prohibited.
 - 1. No fences will be allowed to be built that cross dedicated utility easements.
 - 2. Any existing fence that crosses dedicated utility easements that conflict with the purpose and intent of the easement may be removed by the City at any time.
 - 3. The City is under no obligation to repair or replace any fence that is damaged or removed that encroaches within a dedicated easement for the purposes of operating, maintaining, replacing or installing water or sewer facilities within the dedicated easement.
- E. Employees of the City shall have the authority to enter premises at any reasonable time in the regular line of duty for the purpose of inspecting, repairing or constructing any water, electric or sewer line or any water or electric meter, etc. The landowner and occupant are responsible for any construction activities occurring over

or within any on-site utility in a utility easement. If utility inspection or repair or reconstruction is necessary, any pavement, structure or improvement damaged within a dedicated utility easement, shall not be the responsibility of the City for any repairs, but shall be the sole responsibility of the owner. The landowner assumes responsibility for any and all improvements placed within a utility easement at their own risk. Additionally, the provisions of this section do not permit or supercede the limits and restrictions prescribed by the conditions of any existing utility easement for allowing improvements to be placed within utility easements.

Website: City of Denton (ARCHIVE)

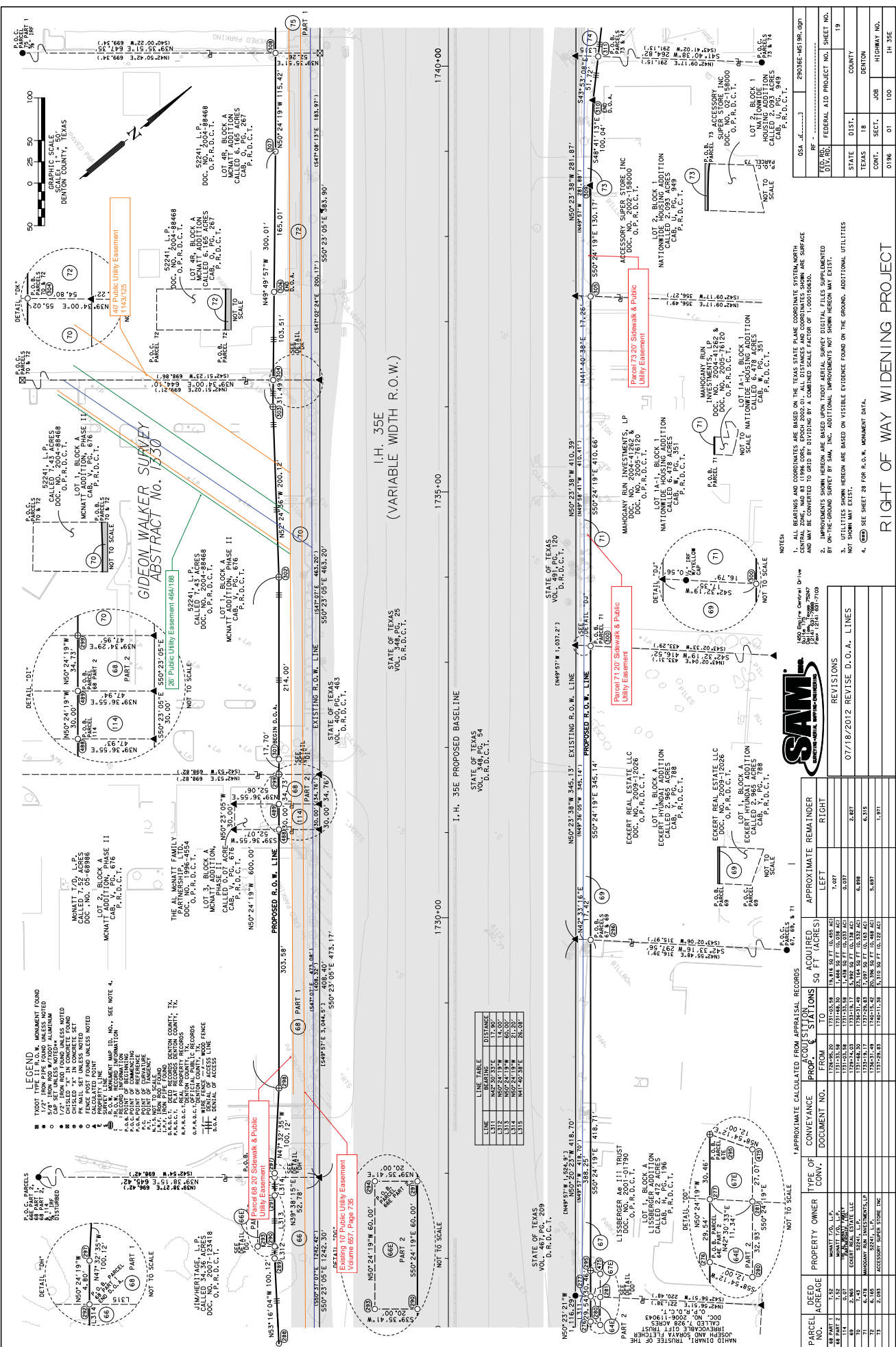
35.21.4. - Easement Requirements.

As utilized in a development shall be provided in street right-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

A. All utility easements shall be a minimum of (unless noted special circumstances approved and approved by the Development Review Committee. The general criteria to which easement shall be subject shall be:

Type of Development	Easement Size
Minimum water covered area of 100 sq ft on a lot	15 ft
Minimum area of paved area greater than 200'	20 ft
Water and sewer lines 10 to 20' in the same easement	20 ft
Water and sewer lines greater than 20' in the same easement	25 ft
Easement along HDOT / State of TX	20 ft

EXPAND



APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	PROPERTY OWNER	TYPE OF CONV.	ACQUIRED STATIONS	ACQUIRED 50 FT (ACRES)	APPROXIMATE REMAINDER
1	MANATT T.O. L.P.	RIGHT	1735+00 TO 1736+00	0.0000	1.0000
2	MANATT T.O. L.P.	RIGHT	1736+00 TO 1737+00	0.0000	0.0000
3	MANATT T.O. L.P.	RIGHT	1737+00 TO 1738+00	0.0000	0.0000
4	MANATT T.O. L.P.	RIGHT	1738+00 TO 1739+00	0.0000	0.0000
5	MANATT T.O. L.P.	RIGHT	1739+00 TO 1740+00	0.0000	0.0000
6	MANATT T.O. L.P.	RIGHT	1740+00 TO 1741+00	0.0000	0.0000
7	MANATT T.O. L.P.	RIGHT	1741+00 TO 1742+00	0.0000	0.0000
8	MANATT T.O. L.P.	RIGHT	1742+00 TO 1743+00	0.0000	0.0000
9	MANATT T.O. L.P.	RIGHT	1743+00 TO 1744+00	0.0000	0.0000
10	MANATT T.O. L.P.	RIGHT	1744+00 TO 1745+00	0.0000	0.0000
11	MANATT T.O. L.P.	RIGHT	1745+00 TO 1746+00	0.0000	0.0000
12	MANATT T.O. L.P.	RIGHT	1746+00 TO 1747+00	0.0000	0.0000
13	MANATT T.O. L.P.	RIGHT	1747+00 TO 1748+00	0.0000	0.0000
14	MANATT T.O. L.P.	RIGHT	1748+00 TO 1749+00	0.0000	0.0000
15	MANATT T.O. L.P.	RIGHT	1749+00 TO 1750+00	0.0000	0.0000

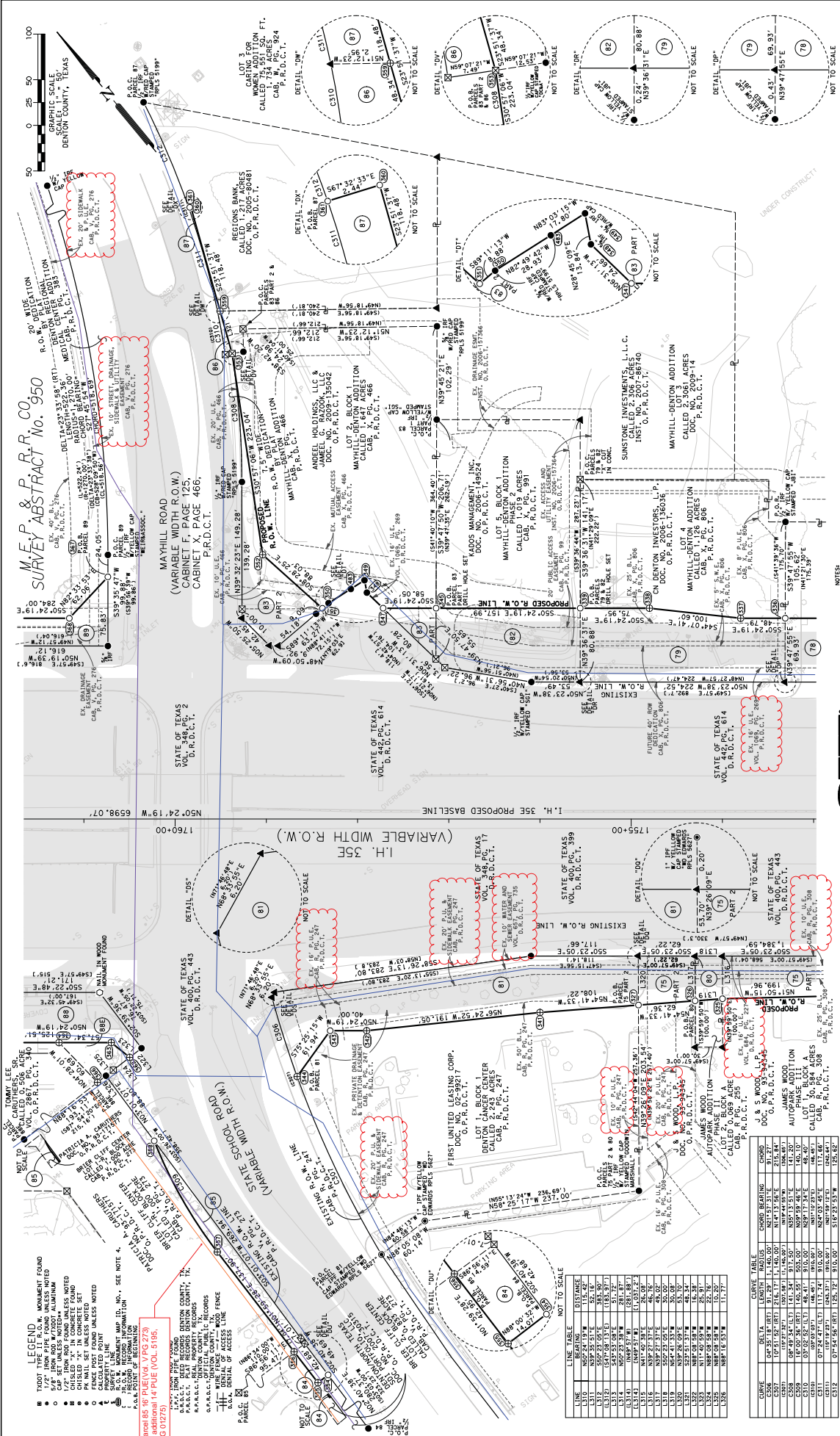
NOTES

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1983 CONVERSION). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED.
2. THE BEARING AND DISTANCE OF THE PROPOSED R.O.W. LINE IS 1735+00 TO 1740+00 AS SHOWN BY THIS SURVEY.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

SAM'S
SURVEYING & MAPPING

07/18/2012 REVISE D.O.A. LINES

2008-2009 FEDERAL AID PROJECT NO. SHEET NO. 19
STATE DIST. COUNTY
CONT. SECT. JOB
0196 001 100
I.H. 35E



LEGEND

- ▣ TRUOT TYPE II R.O.W. MONUMENT FOUND
- 5/8" IRON ROD W/100' ALUMINUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- CHISEL "X" IN CONCRETE FOUND
- CONCRETE FOUND UNLESS NOTED
- PK NAIL SET UNLESS NOTED
- CALCULATED POINT UNLESS NOTED
- SURVEY LINE
- R.O.W. RECORD INFORMATION
- P.A.B. BOUNDARY OF BESTING

Parcel 85 16 PUE (Vol. VPG 273 & additional 14 PUE VOL 5195)
 0 017/2012

LINE TABLE

COURSE	BEARING	DISTANCE
C256	S89°58'18"E	31.37
C257	N89°58'18"E	31.37
C258	S89°58'18"E	31.37
C259	N89°58'18"E	31.37
C260	S89°58'18"E	31.37
C261	N89°58'18"E	31.37
C262	S89°58'18"E	31.37
C263	N89°58'18"E	31.37
C264	S89°58'18"E	31.37
C265	N89°58'18"E	31.37
C266	S89°58'18"E	31.37
C267	N89°58'18"E	31.37
C268	S89°58'18"E	31.37
C269	N89°58'18"E	31.37
C270	S89°58'18"E	31.37
C271	N89°58'18"E	31.37
C272	S89°58'18"E	31.37
C273	N89°58'18"E	31.37
C274	S89°58'18"E	31.37
C275	N89°58'18"E	31.37
C276	S89°58'18"E	31.37
C277	N89°58'18"E	31.37
C278	S89°58'18"E	31.37
C279	N89°58'18"E	31.37
C280	S89°58'18"E	31.37
C281	N89°58'18"E	31.37
C282	S89°58'18"E	31.37
C283	N89°58'18"E	31.37
C284	S89°58'18"E	31.37
C285	N89°58'18"E	31.37
C286	S89°58'18"E	31.37
C287	N89°58'18"E	31.37
C288	S89°58'18"E	31.37
C289	N89°58'18"E	31.37
C290	S89°58'18"E	31.37
C291	N89°58'18"E	31.37
C292	S89°58'18"E	31.37
C293	N89°58'18"E	31.37
C294	S89°58'18"E	31.37
C295	N89°58'18"E	31.37
C296	S89°58'18"E	31.37
C297	N89°58'18"E	31.37
C298	S89°58'18"E	31.37
C299	N89°58'18"E	31.37
C300	S89°58'18"E	31.37

APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	PROACQUISITION DATE	ACQUIRED STATIONS	ACQUIRED 50 FT. (ACRES)	APPROXIMATE REMAINDER
81	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
82	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
83	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
84	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
85	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
86	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
87	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
88	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
89	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00
90	STATE OF TEXAS	RIGHT	400,000,000	12/12/08	1,755.00	0.0000	1,755.00

REVISIONS

NO.	DATE	DESCRIPTION
1	07/18/2012	REVISE D.O.A. LINES
2		
3		
4		

NOTES

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1983) CONVERSION 2002.0. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE DISTANCES AND COORDINATES. ALL DISTANCES ARE TO BE MEASURED ALONG THE SURFACE OF THE GROUND. ALL DISTANCES ARE TO BE MEASURED ALONG THE SURFACE OF THE GROUND.
- UTILITIES EXIST HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
- SEE SHEET 28 FOR G.W. MONUMENT DATA.

DETAILED INFORMATION

DATE	07/18/2012
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	AS SHOWN
PROJECT NO.	[Number]
SHEET NO.	21
TITLE	RIGHT OF WAY WIDENING PROJECT

PROPERTY INFORMATION

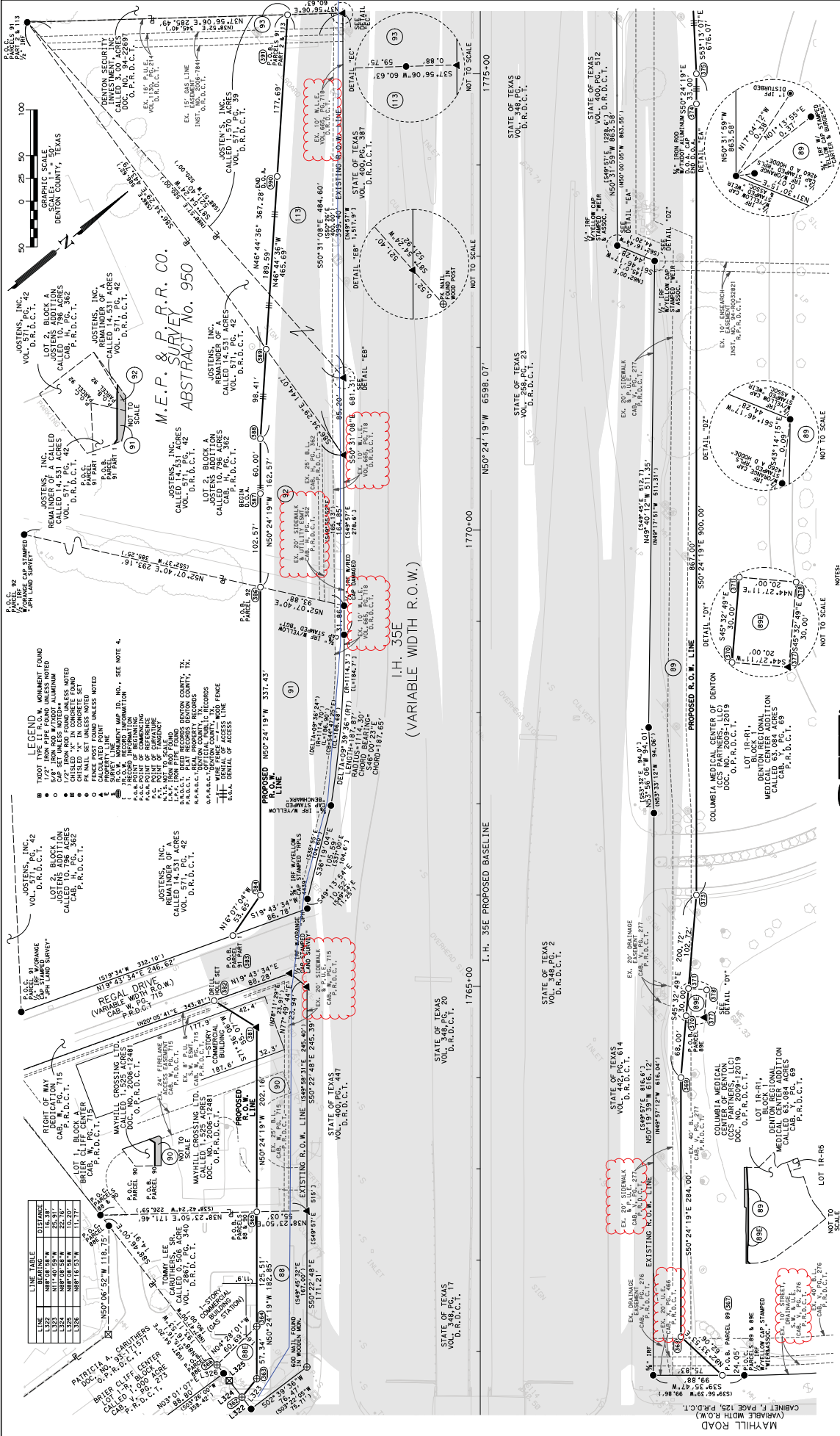
STATE	TEXAS
DIST.	BENTON
COUNTY	BENTON
SECT.	18
JOB	[Number]
CONTRACT	[Number]
JOB NO.	[Number]
HT	18
CONTRACT NO.	[Number]
JOB NO.	[Number]
HT	18

PROPERTY OWNER INFORMATION

NAME	[Owner Name]
ADDRESS	[Address]
CITY	[City]
STATE	[State]
ZIP	[ZIP]
PHONE	[Phone]
FAX	[Fax]
EMAIL	[Email]
AGENT	[Agent Name]
AGENT ADDRESS	[Agent Address]
AGENT CITY	[Agent City]
AGENT STATE	[Agent State]
AGENT ZIP	[Agent ZIP]
AGENT PHONE	[Agent Phone]
AGENT FAX	[Agent Fax]
AGENT EMAIL	[Agent Email]

ADDITIONAL INFORMATION

DATE	07/18/2012
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	AS SHOWN
PROJECT NO.	[Number]
SHEET NO.	21
TITLE	RIGHT OF WAY WIDENING PROJECT



LINE TABLE

LINE NO.	BEARING	DISTANCE
L324	N12°00'00"W	22.76'
L325	N12°00'00"W	22.76'
L326	N12°00'00"W	22.76'
L327	N12°00'00"W	22.76'
L328	N12°00'00"W	22.76'

APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	NEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	ACQUIRED STATIONS	ACQUIRED 50 FT (ACRES)	APPROXIMATE REMAINDER
88	0.5304	STATE OF TEXAS	CONV.	1765.00	1765.00	0.0000
89	0.5304	STATE OF TEXAS	CONV.	1770.00	1770.00	0.0000
90	0.5304	STATE OF TEXAS	CONV.	1775.00	1775.00	0.0000
91	0.5304	STATE OF TEXAS	CONV.	1780.00	1780.00	0.0000
92	0.5304	STATE OF TEXAS	CONV.	1785.00	1785.00	0.0000
93	0.5304	STATE OF TEXAS	CONV.	1790.00	1790.00	0.0000
94	0.5304	STATE OF TEXAS	CONV.	1795.00	1795.00	0.0000
95	0.5304	STATE OF TEXAS	CONV.	1800.00	1800.00	0.0000
96	0.5304	STATE OF TEXAS	CONV.	1805.00	1805.00	0.0000
97	0.5304	STATE OF TEXAS	CONV.	1810.00	1810.00	0.0000
98	0.5304	STATE OF TEXAS	CONV.	1815.00	1815.00	0.0000
99	0.5304	STATE OF TEXAS	CONV.	1820.00	1820.00	0.0000
100	0.5304	STATE OF TEXAS	CONV.	1825.00	1825.00	0.0000

REVISIONS

NO.	DATE	DESCRIPTION
01	07/18/2012	REVISE D.O.A. LINES

LEGEND

- TRAIT TYPE II, D.O.M. MONUMENT FOUND
- 5/8" IRON ROD WITHOUT ALUMINUM CAP
- 1/2" IRON ROD WITH ALUMINUM CAP
- CHISEL "X" IN CONCRETE FOUND
- PK NAIL SET UNLESS NOTED OTHERWISE
- REMARKS
- CALCULATED POINT UNLESS NOTED OTHERWISE
- SHOW LINE
- RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.P. POINT OF REFERENCE
- P.O.C. POINT OF CORRECTION
- P.O.E. POINT OF ESTABLISHMENT
- P.O.F. POINT OF FURNISHING
- P.O.G. POINT OF GRADING
- P.O.H. POINT OF HORIZONTAL ALIGNMENT
- P.O.V. POINT OF VERTICAL ALIGNMENT
- P.O.W. POINT OF WIDENING
- P.O.X. POINT OF CROSSING
- P.O.Y. POINT OF YIELDING
- P.O.Z. POINT OF ZONING
- P.O.A. POINT OF ADJUSTMENT
- P.O.B. POINT OF BEGINNING
- P.O.P. POINT OF REFERENCE
- P.O.C. POINT OF CORRECTION
- P.O.E. POINT OF ESTABLISHMENT
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- P.O.G. POINT OF GRADING
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- P.O.V. POINT OF VERTICAL ALIGNMENT
- P.O.W. POINT OF WIDENING
- P.O.X. POINT OF CROSSING
- P.O.Y. POINT OF YIELDING
- P.O.Z. POINT OF ZONING
- P.O.A. POINT OF ADJUSTMENT

NOTES

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1983) (EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED.
- THESE RECORDS ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE RECORDS. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST. BY ON-THE-GROUND SURVEY BY S&M, INC., ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
- UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
- SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

STATE OF TEXAS
 VOL. 348, PG. 17
 D.R.D.C.T. 20

STATE OF TEXAS
 VOL. 125, PG. 17
 D.R.D.C.T. 20

STATE OF TEXAS
 VOL. 258, PG. 23
 D.R.D.C.T. 6

STATE OF TEXAS
 VOL. 519, PG. 51
 D.R.D.C.T. 35

STATE OF TEXAS
 VOL. 519, PG. 51
 D.R.D.C.T. 35

STATE OF TEXAS
 VOL. 519, PG. 51
 D.R.D.C.T. 35

STATE OF TEXAS
 VOL. 519, PG. 51
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STATE OF TEXAS
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STATE OF TEXAS
 VOL. 519, PG. 51
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STATE OF TEXAS
 VOL. 519, PG. 51
 D.R.D.C.T. 35

STATE OF TEXAS
 VOL. 519, PG. 51
 D.R.D.C.T. 35

RIGHT OF WAY WIDENING PROJECT

S&M
 SURVEYING & MAPPING, INC.

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1983) (EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED.

2. THESE RECORDS ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR THE RECORDS. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST. BY ON-THE-GROUND SURVEY BY S&M, INC., ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.

3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.

4. SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

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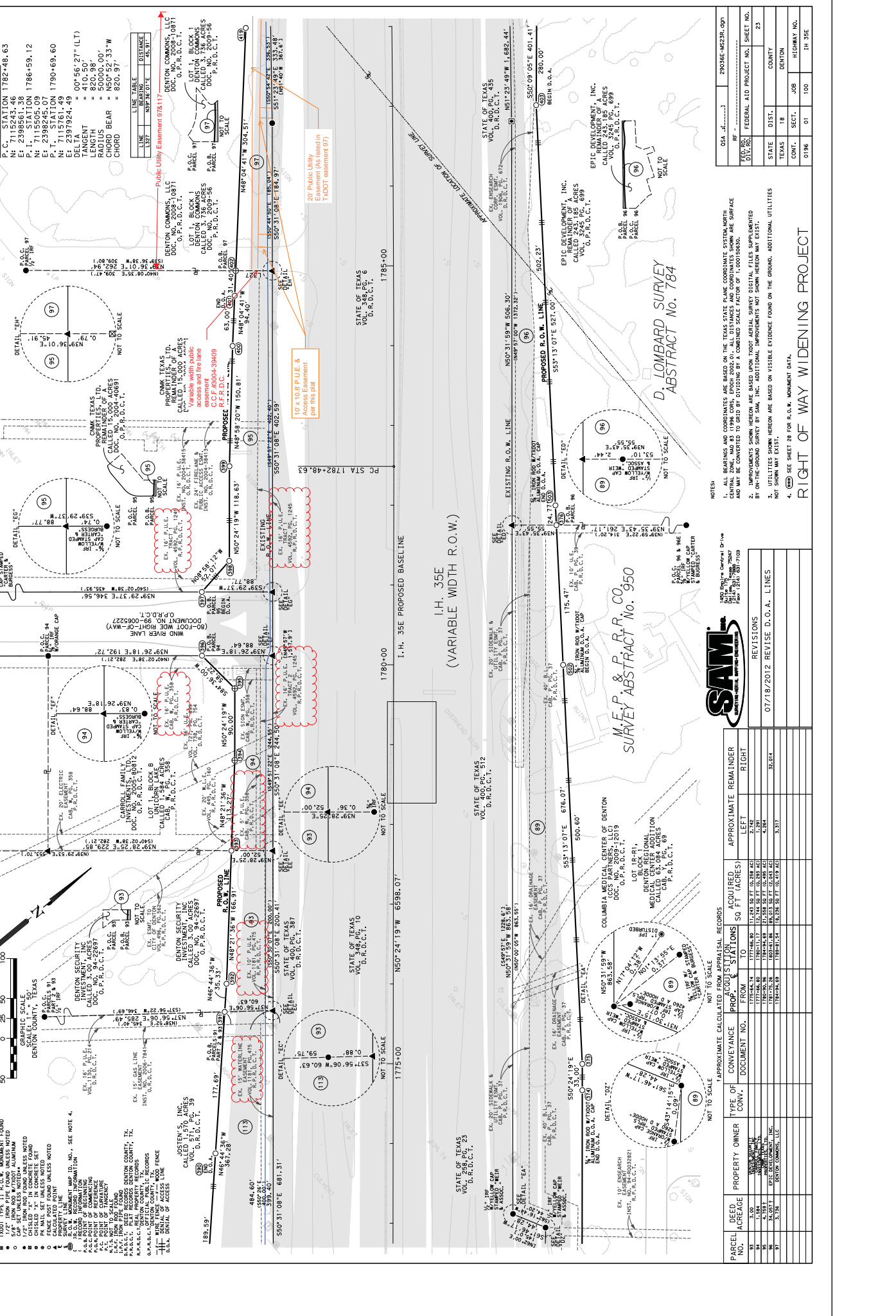
NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

LEGEND
 ■ TxDOT 1/2" MONUMENT FOUND
 ○ 1/2" FROM PIPE FOUND UNLESS NOTED
 ○ CAS SET UNLESS NOTED - ALUMINUM
 ○ CHASEL W/ "M" IN CONCRETE FOUND TO
 ○ CHASEL SET IN CONCRETE FOUND
 ○ FENCE POST FOUND UNLESS NOTED
 ○ FENCE LINE
 ○ PROPERTY LINE
 ○ R.O.W. MONUMENT
 ○ R.O.W. MONUMENT L&P, NO. 1, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 2, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 3, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 4, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 5, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 6, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 7, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 8, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 9, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 10, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 11, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 12, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 13, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 14, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 15, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 16, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 17, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 18, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 19, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 20, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 21, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 22, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 23, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 24, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 25, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 26, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 27, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 28, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 29, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 30, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 31, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 32, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 33, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 34, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 35, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 36, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 37, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 38, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 39, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 40, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 41, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 42, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 43, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 44, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 45, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 46, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 47, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 48, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 49, SEE NOTE 4.
 ○ R.O.W. MONUMENT L&P, NO. 50, SEE NOTE 4.



APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	NEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	PROG. ACQUISITION STATIONS	ACQUIRED 50 FT. (ACRES)	APPROXIMATE REMAINDER	REVISIONS
							LEFT RIGHT	
93	2.58	STATE OF TEXAS		177406.60	177406.60	177406.60	177406.60	07/18/2012 REVISE D.O.A. LINES
94	2.58	STATE OF TEXAS		177406.60	177406.60	177406.60	177406.60	
95	2.58	STATE OF TEXAS		177406.60	177406.60	177406.60	177406.60	
96	2.58	STATE OF TEXAS		177406.60	177406.60	177406.60	177406.60	
97	2.58	STATE OF TEXAS		177406.60	177406.60	177406.60	177406.60	

NO.	DATE	BY	DESCRIPTION
1	07/18/2012	DAVID...	REVISE D.O.A. LINES

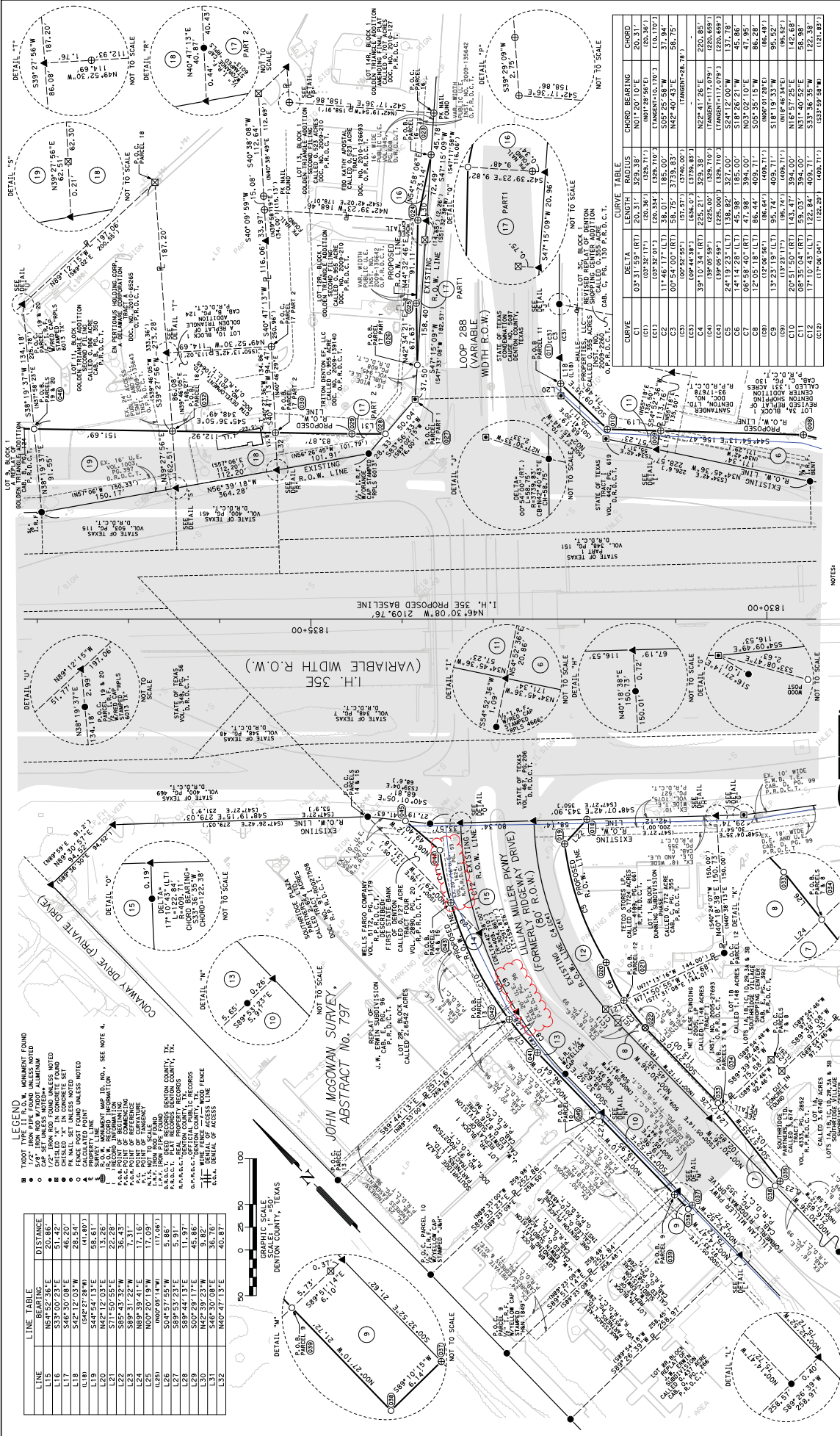
NOTES

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH ZONE) AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.00000005.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TYPICAL SURVEY DATA. FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

SAMS

SURVEYING & ENGINEERING
 15400 Regency Center Dr., Suite 2000
 Fort Worth, TX 76155-2719
 Phone: 817.341.8000
 Fax: 817.341.8010

NO.	DATE	BY	DESCRIPTION
1	07/18/2012	DAVID...	REVISE D.O.A. LINES



LEGEND

- TOPG: LEGEND
- MANHOLE FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 6" IRON PIPE FOUND UNLESS NOTED
- 12" IRON PIPE FOUND UNLESS NOTED
- 18" IRON PIPE FOUND UNLESS NOTED
- 24" IRON PIPE FOUND UNLESS NOTED
- 30" IRON PIPE FOUND UNLESS NOTED
- 36" IRON PIPE FOUND UNLESS NOTED
- 42" IRON PIPE FOUND UNLESS NOTED
- 48" IRON PIPE FOUND UNLESS NOTED
- 54" IRON PIPE FOUND UNLESS NOTED
- 60" IRON PIPE FOUND UNLESS NOTED
- 66" IRON PIPE FOUND UNLESS NOTED
- 72" IRON PIPE FOUND UNLESS NOTED
- 78" IRON PIPE FOUND UNLESS NOTED
- 84" IRON PIPE FOUND UNLESS NOTED
- 90" IRON PIPE FOUND UNLESS NOTED
- 96" IRON PIPE FOUND UNLESS NOTED
- 102" IRON PIPE FOUND UNLESS NOTED
- 108" IRON PIPE FOUND UNLESS NOTED
- 114" IRON PIPE FOUND UNLESS NOTED
- 120" IRON PIPE FOUND UNLESS NOTED
- 126" IRON PIPE FOUND UNLESS NOTED
- 132" IRON PIPE FOUND UNLESS NOTED
- 138" IRON PIPE FOUND UNLESS NOTED
- 144" IRON PIPE FOUND UNLESS NOTED
- 150" IRON PIPE FOUND UNLESS NOTED
- 156" IRON PIPE FOUND UNLESS NOTED
- 162" IRON PIPE FOUND UNLESS NOTED
- 168" IRON PIPE FOUND UNLESS NOTED
- 174" IRON PIPE FOUND UNLESS NOTED
- 180" IRON PIPE FOUND UNLESS NOTED
- 186" IRON PIPE FOUND UNLESS NOTED
- 192" IRON PIPE FOUND UNLESS NOTED
- 198" IRON PIPE FOUND UNLESS NOTED
- 204" IRON PIPE FOUND UNLESS NOTED
- 210" IRON PIPE FOUND UNLESS NOTED
- 216" IRON PIPE FOUND UNLESS NOTED
- 222" IRON PIPE FOUND UNLESS NOTED
- 228" IRON PIPE FOUND UNLESS NOTED
- 234" IRON PIPE FOUND UNLESS NOTED
- 240" IRON PIPE FOUND UNLESS NOTED
- 246" IRON PIPE FOUND UNLESS NOTED
- 252" IRON PIPE FOUND UNLESS NOTED
- 258" IRON PIPE FOUND UNLESS NOTED
- 264" IRON PIPE FOUND UNLESS NOTED
- 270" IRON PIPE FOUND UNLESS NOTED
- 276" IRON PIPE FOUND UNLESS NOTED
- 282" IRON PIPE FOUND UNLESS NOTED
- 288" IRON PIPE FOUND UNLESS NOTED
- 294" IRON PIPE FOUND UNLESS NOTED
- 300" IRON PIPE FOUND UNLESS NOTED

PROPERTY OWNER

PARCEL NO.	PROPERTY OWNER	ACREAGE
1	STATE OF TEXAS	0.00
2	STATE OF TEXAS	0.00
3	STATE OF TEXAS	0.00
4	STATE OF TEXAS	0.00
5	STATE OF TEXAS	0.00
6	STATE OF TEXAS	0.00
7	STATE OF TEXAS	0.00
8	STATE OF TEXAS	0.00
9	STATE OF TEXAS	0.00
10	STATE OF TEXAS	0.00
11	STATE OF TEXAS	0.00
12	STATE OF TEXAS	0.00
13	STATE OF TEXAS	0.00
14	STATE OF TEXAS	0.00
15	STATE OF TEXAS	0.00
16	STATE OF TEXAS	0.00
17	STATE OF TEXAS	0.00
18	STATE OF TEXAS	0.00
19	STATE OF TEXAS	0.00
20	STATE OF TEXAS	0.00
21	STATE OF TEXAS	0.00
22	STATE OF TEXAS	0.00
23	STATE OF TEXAS	0.00
24	STATE OF TEXAS	0.00
25	STATE OF TEXAS	0.00
26	STATE OF TEXAS	0.00
27	STATE OF TEXAS	0.00
28	STATE OF TEXAS	0.00
29	STATE OF TEXAS	0.00
30	STATE OF TEXAS	0.00
31	STATE OF TEXAS	0.00
32	STATE OF TEXAS	0.00
33	STATE OF TEXAS	0.00
34	STATE OF TEXAS	0.00
35	STATE OF TEXAS	0.00
36	STATE OF TEXAS	0.00
37	STATE OF TEXAS	0.00
38	STATE OF TEXAS	0.00
39	STATE OF TEXAS	0.00
40	STATE OF TEXAS	0.00
41	STATE OF TEXAS	0.00
42	STATE OF TEXAS	0.00
43	STATE OF TEXAS	0.00
44	STATE OF TEXAS	0.00
45	STATE OF TEXAS	0.00
46	STATE OF TEXAS	0.00
47	STATE OF TEXAS	0.00
48	STATE OF TEXAS	0.00
49	STATE OF TEXAS	0.00
50	STATE OF TEXAS	0.00

PROPOSITION STATIONS

STATION	ACQUIRED	REMAINDER
0+00	1200.00	0.00
1+00	1200.00	0.00
2+00	1200.00	0.00
3+00	1200.00	0.00
4+00	1200.00	0.00
5+00	1200.00	0.00
6+00	1200.00	0.00
7+00	1200.00	0.00
8+00	1200.00	0.00
9+00	1200.00	0.00
10+00	1200.00	0.00
11+00	1200.00	0.00
12+00	1200.00	0.00
13+00	1200.00	0.00
14+00	1200.00	0.00
15+00	1200.00	0.00
16+00	1200.00	0.00
17+00	1200.00	0.00
18+00	1200.00	0.00
19+00	1200.00	0.00
20+00	1200.00	0.00
21+00	1200.00	0.00
22+00	1200.00	0.00
23+00	1200.00	0.00
24+00	1200.00	0.00
25+00	1200.00	0.00
26+00	1200.00	0.00
27+00	1200.00	0.00
28+00	1200.00	0.00
29+00	1200.00	0.00
30+00	1200.00	0.00

CONVEYANCE DOCUMENT NO.

DOCUMENT NO.	PROPERTY OWNER	TYPE OF CONV.
1	STATE OF TEXAS	RIGHT
2	STATE OF TEXAS	RIGHT
3	STATE OF TEXAS	RIGHT
4	STATE OF TEXAS	RIGHT
5	STATE OF TEXAS	RIGHT
6	STATE OF TEXAS	RIGHT
7	STATE OF TEXAS	RIGHT
8	STATE OF TEXAS	RIGHT
9	STATE OF TEXAS	RIGHT
10	STATE OF TEXAS	RIGHT
11	STATE OF TEXAS	RIGHT
12	STATE OF TEXAS	RIGHT
13	STATE OF TEXAS	RIGHT
14	STATE OF TEXAS	RIGHT
15	STATE OF TEXAS	RIGHT
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17	STATE OF TEXAS	RIGHT
18	STATE OF TEXAS	RIGHT
19	STATE OF TEXAS	RIGHT
20	STATE OF TEXAS	RIGHT
21	STATE OF TEXAS	RIGHT
22	STATE OF TEXAS	RIGHT
23	STATE OF TEXAS	RIGHT
24	STATE OF TEXAS	RIGHT
25	STATE OF TEXAS	RIGHT
26	STATE OF TEXAS	RIGHT
27	STATE OF TEXAS	RIGHT
28	STATE OF TEXAS	RIGHT
29	STATE OF TEXAS	RIGHT
30	STATE OF TEXAS	RIGHT

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	03°37'59" (RT)	20.31	329.38	N07°20'10"E 20.31
C2	00°54'00" (RT)	58.75	3739.83	N02°40'43"E 58.75
C3	00°54'00" (RT)	58.75	3739.83	N02°40'43"E 58.75
C4	39°10'34" (RT)	225.21	329.38	N22°41'28"E 220.85
C5	03°37'59" (RT)	20.31	329.38	N07°20'10"E 20.31
C6	00°54'00" (RT)	58.75	3739.83	N02°40'43"E 58.75
C7	00°54'00" (RT)	58.75	3739.83	N02°40'43"E 58.75
C8	12°05'18" (LT)	86.44	409.71	S09°35'15"W 86.28
C9	12°05'18" (LT)	86.44	409.71	S09°35'15"W 86.28
C10	20°51'50" (RT)	143.47	394.00	N16°57'25"E 142.68
C11	08°35'04" (RT)	95.03	394.00	N81°40'32"E 95.99
C12	11°06'45" (LT)	152.29	406.71	S33°59'58"W 151.87

NOTES

- BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE. LOCAL BEARINGS AND COORDINATES ARE BASED ON THE LOCAL MOUNTAIN PLANE COORDINATE SYSTEM, NORTH ZONE. LOCAL BEARINGS AND COORDINATES ARE BASED ON THE LOCAL MOUNTAIN PLANE COORDINATE SYSTEM, NORTH ZONE. LOCAL BEARINGS AND COORDINATES ARE BASED ON THE LOCAL MOUNTAIN PLANE COORDINATE SYSTEM, NORTH ZONE.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TOPOGRAPHIC SURVEY DATA. ALL DIMENSIONS AND LOCATIONS ARE BASED UPON THE SURVEY DATA. ALL DIMENSIONS AND LOCATIONS ARE BASED UPON THE SURVEY DATA.
- UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
- SEE SHEET 06 FOR R.O.W. MONUMENT DATA.

SAM
SURVEYING AND MAPPING

REVISIONS

NO.	DATE	DESCRIPTION
1	07/11/2012	REVISE D.O.A. LINES

PROJECT INFORMATION

PROJECT NO.	29036P-MOUNTAIN
DATE	07/11/2012
DISTRICT	18
COUNTY	BENTON
SECTION	04
JOB	HIGHWAY NO.
JOB	089
SECTION	18
JOB	089
SECTION	04

SEE SHEET 5 FOR PARCELS 18 AND 19

**TxDOT Highway Project Number:
0196-02-109
TxDOT Parcel 66**

RCSJ 0196-01-100
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1735+69 LT to Sta 1720+90 LT

Existing Easement

Instrument Number 2019-52

PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc.,

dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and

over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 3rd day of May, 19 72.

[Handwritten signature]
AGREST

M.F.A., INC.
By: *[Handwritten signature]*

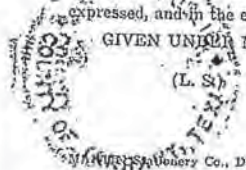
CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared T. W. Reilly, President

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day of May, A. D. 19 72

[Handwritten signature] ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 19 73.

TRACT NO. 1: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at a right-of-way marker at the East side of State School Road;

THENCE North 67° 56' East with a fence 110.3 feet to a right-of-way monument on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South 58° 23' 30" East with said right-of-way 283.8 feet to a monument;

THENCE South 50° 21' East with said right-of-way 331.0 feet to a fence corner;

THENCE South 1° 09' West with a fence 12.67 feet to a marker;

THENCE North 50° 21' West a distance of 338.8 feet to an angle point;

THENCE North 58° 23' 30" West a distance of 278.6 feet to an angle point;

THENCE South 67° 56' West a distance of 109.39 feet to an angle point;

THENCE North 2° 0' East 10.83 feet to the place of beginning.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at fence corner on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South $50^{\circ} 21'$ East with said right-of-way 3055.2 feet to fence corner;

THENCE South $32^{\circ} 33'$ West with a fence 10.16 feet to an angle point;

THENCE North $50^{\circ} 21'$ West a distance of 3048.8 feet to an angle point;

THENCE North $1^{\circ} 51'$ East a distance of 12.67 feet to the point of beginning.

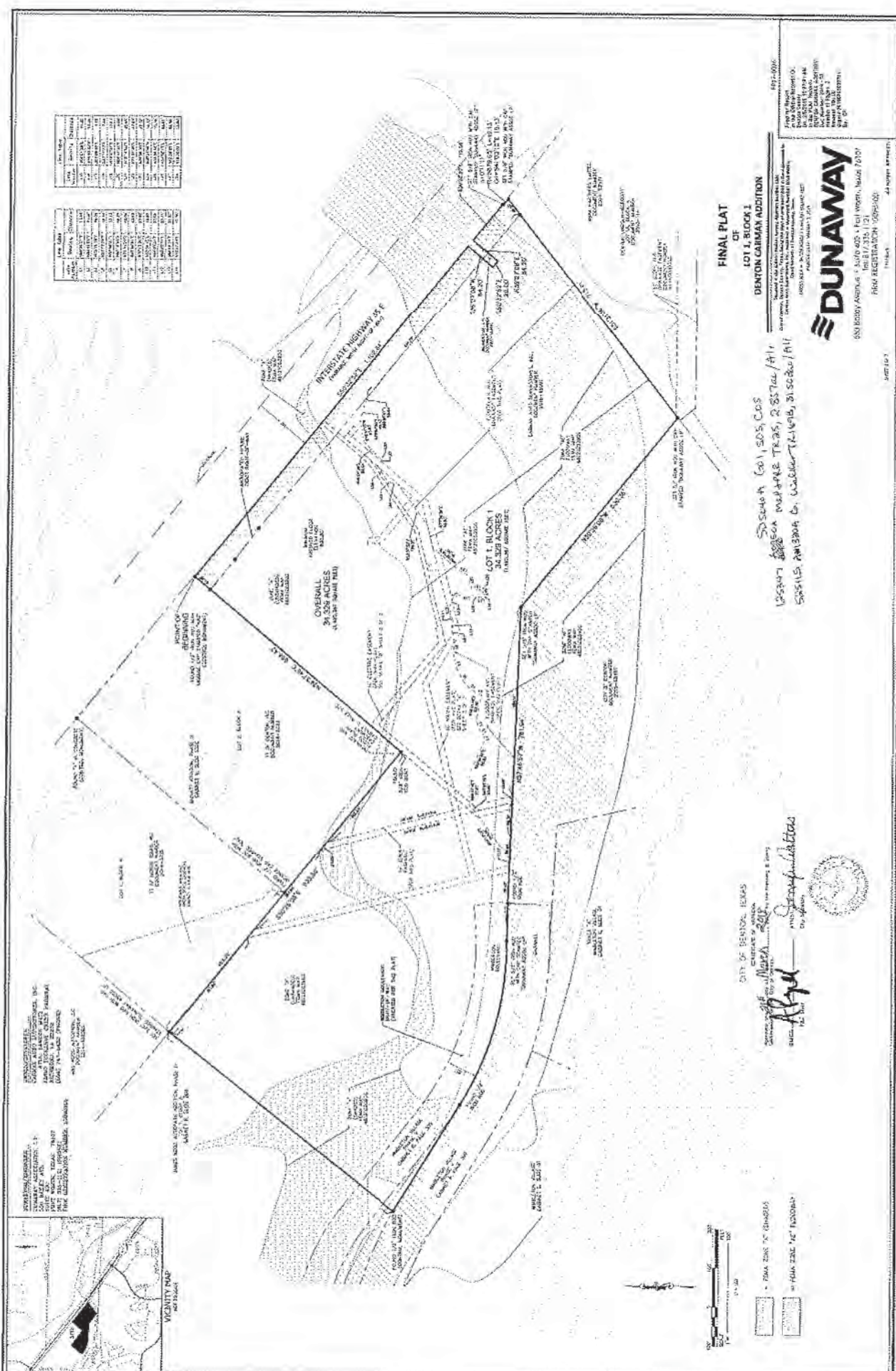
Grantor reserves the right from time to time to construct one or more streets for vehicular and/or pedestrian right-of-way over and across the easement area for ingress and egress for the remaining portion of Grantor's land to Interstate Highway 35, and City agrees to bury the water/sewer pipe line contemplated hereby at a sufficient depth so that such streets may be constructed by Grantor at no additional cost by reason of said pipeline. In addition, City grants the right to Grantor to tap into the water/sewer pipeline as is necessary to service the improvements to be constructed on that portion of Grantor's property which lies within the City limits of the City of Corinth provided, however, that Grantor shall be obligated to pay the standard tap-in fee charged by the City in such cases.

EXHIBIT "A"

FILED FOR RECORD: 18th DAY OF October A.D. 1972 at 2:45 o'clock P. M.
 RECORDED: 25th DAY OF October A.D. 1972 at 11:20 o'clock A. M.
 BY E. Heinrich DEPUTY THETA PARKER, COUNTY CLERK
 DENTON COUNTY, TEXAS

Lot No.	Area (Acres)	Owner
1	0.12	...
2	0.12	...
3	0.12	...
4	0.12	...
5	0.12	...
6	0.12	...
7	0.12	...
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66	0.12	...
67	0.12	...
68	0.12	...
69	0.12	...
70	0.12	...
71	0.12	...
72	0.12	...
73	0.12	...
74	0.12	...
75	0.12	...
76	0.12	...
77	0.12	...
78	0.12	...
79	0.12	...
80	0.12	...
81	0.12	...
82	0.12	...
83	0.12	...
84	0.12	...
85	0.12	...
86	0.12	...
87	0.12	...
88	0.12	...
89	0.12	...
90	0.12	...
91	0.12	...
92	0.12	...
93	0.12	...
94	0.12	...
95	0.12	...
96	0.12	...
97	0.12	...
98	0.12	...
99	0.12	...
100	0.12	...

Lot No.	Area (Acres)	Owner
101	0.12	...
102	0.12	...
103	0.12	...
104	0.12	...
105	0.12	...
106	0.12	...
107	0.12	...
108	0.12	...
109	0.12	...
110	0.12	...
111	0.12	...
112	0.12	...
113	0.12	...
114	0.12	...
115	0.12	...
116	0.12	...
117	0.12	...
118	0.12	...
119	0.12	...
120	0.12	...
121	0.12	...
122	0.12	...
123	0.12	...
124	0.12	...
125	0.12	...
126	0.12	...
127	0.12	...
128	0.12	...
129	0.12	...
130	0.12	...
131	0.12	...
132	0.12	...
133	0.12	...
134	0.12	...
135	0.12	...
136	0.12	...
137	0.12	...
138	0.12	...
139	0.12	...
140	0.12	...
141	0.12	...
142	0.12	...
143	0.12	...
144	0.12	...
145	0.12	...
146	0.12	...
147	0.12	...
148	0.12	...
149	0.12	...
150	0.12	...



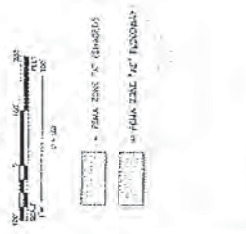
THE CITY OF DENTON, TEXAS, HAS REVIEWED THE ABOVE AND FINDS THAT THE SAME COMPLY WITH THE CITY ZONING ORDINANCES AND LOCAL ORDINANCES. THE CITY ENGINEER HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY ENGINEERING ORDINANCES AND LOCAL ORDINANCES. THE CITY CLERK HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY RECORDING ORDINANCES AND LOCAL ORDINANCES. THE CITY ATTORNEY HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY LEGAL ORDINANCES AND LOCAL ORDINANCES. THE CITY COMMISSIONER HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY COMMISSIONER ORDINANCES AND LOCAL ORDINANCES. THE CITY MANAGER HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY MANAGER ORDINANCES AND LOCAL ORDINANCES. THE CITY SUPERVISOR HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY SUPERVISOR ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF HEALTH HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF HEALTH ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF EDUCATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF EDUCATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF SOCIAL SERVICES HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF SOCIAL SERVICES ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ECONOMIC DEVELOPMENT HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ECONOMIC DEVELOPMENT ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF COMMUNITY DEVELOPMENT HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF COMMUNITY DEVELOPMENT ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF CULTURAL AFFAIRS HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF CULTURAL AFFAIRS ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ENVIRONMENTAL AFFAIRS HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ENVIRONMENTAL AFFAIRS ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF HISTORIC PRESERVATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF HISTORIC PRESERVATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF LAND USE AND PLANNING HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF LAND USE AND PLANNING ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF PUBLIC SAFETY HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF PUBLIC SAFETY ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF UTILITIES HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF UTILITIES ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF WATER RESOURCES HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF WATER RESOURCES ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF WASTE MANAGEMENT HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF WASTE MANAGEMENT ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF AIR QUALITY HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF AIR QUALITY ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF CLIMATE CHANGE HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF CLIMATE CHANGE ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ENERGY HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ENERGY ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF TRANSPORTATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF TRANSPORTATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF INFRASTRUCTURE HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF INFRASTRUCTURE ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF TECHNOLOGY HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF TECHNOLOGY ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF INNOVATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF INNOVATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ENTREPRENEURSHIP HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ENTREPRENEURSHIP ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF BUSINESS DEVELOPMENT HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF BUSINESS DEVELOPMENT ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ECONOMIC INCUBATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ECONOMIC INCUBATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF BUSINESS INCUBATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF BUSINESS INCUBATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ECONOMIC DEVELOPMENT HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ECONOMIC DEVELOPMENT ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF BUSINESS DEVELOPMENT HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF BUSINESS DEVELOPMENT ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF ECONOMIC INCUBATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF ECONOMIC INCUBATION ORDINANCES AND LOCAL ORDINANCES. THE CITY BOARD OF BUSINESS INCUBATION HAS REVIEWED THE SAME AND FINDS THAT THE SAME COMPLY WITH THE CITY BOARD OF BUSINESS INCUBATION ORDINANCES AND LOCAL ORDINANCES.



FINAL PLAT
OF
LOT 1, BLOCK 1
DENTON GORMAN ADDITION
 SUBDIVISION OF 34.308 ACRES
 S. 35TH & S. 36TH STS. & S. 37TH ST.
 DENTON, TEXAS
 PREPARED BY: [Signature]
 DATE: [Date]



CITY OF DENTON, TEXAS
 CLERK
 [Signature]
 DATE: [Date]



LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 1, Block 1, Denton Carmax Addition, an addition to the City of Denton, Texas according to the plat recorded in Instrument No. 2019-52 of the Official Public Records of Denton, Texas, and being more particularly described as follows:

BEGINNING at the northernmost northwest corner of said Lot 1;

THENCE South 50°23'42" East, along the northeast line of said Lot 1, a distance of 539.24 feet to a point for corner;

THENCE departing the said northeast line of said Lot 1, South 13°34'46" East, a distance of 60.42 feet to a point for corner;

THENCE the following seven (7) calls:

- South 54°21'41" East, a distance of 484.63 feet to a point for corner;
- North 75°47'10" East, a distance of 71.52 feet to a point for corner;
- South 59°12'50" East, a distance of 156.27 feet to a point for corner;
- North 75°47'10" East, a distance of 345.68 feet to a point for corner;
- North 39°28'39" East, a distance of 242.13 feet to a point for corner;
- North 84°13'03" East, a distance of 24.07 feet to a point for corner;

THENCE North 39°10'34" East, a distance of 33.86 feet to a point for corner; from said point the northernmost northeast corner of said Lot 1 bears North 45°27'26" West, a distance of 553.73 feet;

THENCE the following eleven (11) calls:

- South 50°23'38" East, a distance of 10.00 feet to a point for corner;
- South 39°10'34" West, a distance of 37.93 feet to a point for corner;
- South 84°16'10" West, a distance of 24.08 feet to a point for corner;
- South 39°28'39" West, a distance of 241.32 feet to a point for corner;
- South 75°47'10" West, a distance of 353.10 feet to a point for corner;
- North 59°12'50" West, a distance of 156.27 feet to a point for corner;
- South 75°47'10" West, a distance of 85.11 feet to a point for corner;
- North 54°21'41" West, a distance of 488.28 feet to a point for corner;
- North 13°34'46" West, a distance of 61.21 feet to a point for corner;
- North 50°23'42" West, a distance of 512.05 feet to a point for corner;
- South 38°03'08" West, a distance of 59.87 feet to a point for corner;

THENCE North 50°16'45" West, a distance of 20.02 feet to a point for corner in the said northwest line of said Lot 1;

THENCE North 38°04'28" East, along the said northwest line of Lot 1, a distance of 79.83 feet to the **POINT OF BEGINNING** and containing 31,714 square feet or 0.7280 acres of land.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

M.C. Billingsley
2/6/21

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

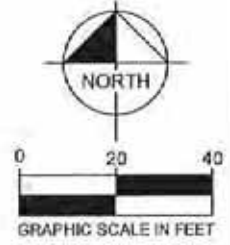


WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/3/2021	06102403B	1 OF 8



16' UTILITY EASEMENT
(VOL. O, PG. 267)

P.O.B.

S38°04'28"W 79.83'
L16

S50°23'42"E 539.24'

L17

0.7280 ACRES
31,714 SQ. FT.

MATCH LINE (SEE SHEET 3)

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

M.C. Billingsley 2/3/21

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
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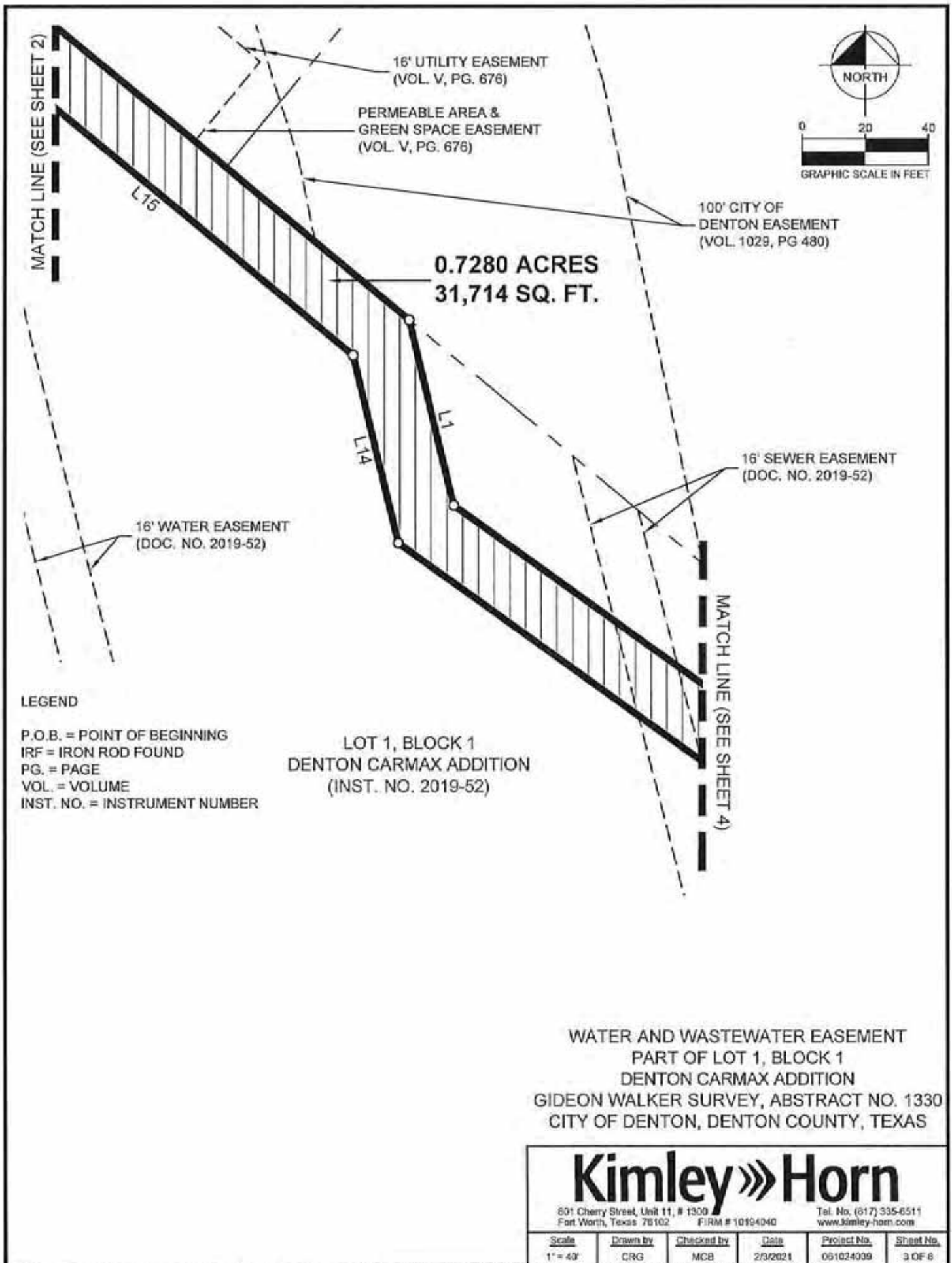


WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	2 OF 8



LEGEND

P.O.B. = POINT OF BEGINNING
 IRF = IRON ROD FOUND
 PG. = PAGE
 VOL. = VOLUME
 INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
 DENTON CARMAX ADDITION
 (INST. NO. 2019-52)

WATER AND WASTEWATER EASEMENT
 PART OF LOT 1, BLOCK 1
 DENTON CARMAX ADDITION
 GIDEON WALKER SURVEY, ABSTRACT NO. 1330
 CITY OF DENTON, DENTON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	091024039	3 OF 6



MATCH LINE (SEE SHEET 3)

S54°21'41"E 484.63'

L13

DRAINAGE AND FLOOD
PLAIN EASEMENT
(VOL. V, PG. 676)

16' ELECTRIC EASEMENT
(DOC. NO. 2019-52)

0.7280 ACRES
31,714 SQ. FT.

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

16' WATER EASEMENT
(DOC. NO. 2019-52)

L2

L12

MATCH LINE (SEE SHEET 5)

LEGEND

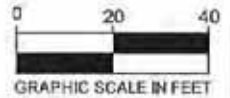
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
- INST. NO. = INSTRUMENT NUMBER

WATER AND WASTEWATER EASEMENT
 PART OF LOT 1, BLOCK 1
 DENTON CARMAX ADDITION
 GIDEON WALKER SURVEY, ABSTRACT NO. 1330
 CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

901 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCE	2/3/2021	061024039	4 OF 6



16' ELECTRIC EASEMENT
(DOC. NO. 2019-52)

16' WATER EASEMENT
(DOC. NO. 2019-52)

S59°12'50"E 156.27'
L11

MATCH LINE (SEE SHEET 4)

MATCH LINE (SEE SHEET 6)

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

0.7280 ACRES
31,714 SQ. FT.

LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
- INST. NO. = INSTRUMENT NUMBER

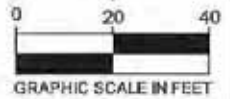
WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	5 OF 8



16' WATER EASEMENT
(DOC. NO. 2019-52)

N39°28'39"E 242.13'

N75°47'10"E 345.68'

L10

0.7280 ACRES
31,714 SQ. FT.

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

MATCH LINE (SEE SHEET 5)

MATCH LINE (SEE SHEET 7)

LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
- INST. NO. = INSTRUMENT NUMBER

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	6 OF 8



INTERSTATE
HIGHWAY NO. 35-E
(A VARIABLE WIDTH RIGHT-OF-WAY)

PROPOSED TXDOT
RIGHT-OF-WAY
DEDICATION

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

16' WATER EASEMENT
(DOC. NO. 2019-52)

MATCH LINE (SEE SHEET 6)

L6

L5

L4

L3

L8

L7

L9

0.7280 ACRES
31,714 SQ. FT.

LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
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WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	051024039	7 OF 8

LINE TABLE		
NO.	BEARING	LENGTH
L1	S13°34'46"E	60.42'
L2	N75°47'10"E	71.52'
L3	N84°13'03"E	24.07'
L4	N39°10'34"E	33.86'
L5	S50°23'38"E	10.00'
L6	N45°27'26"W	553.73'
L7	S39°10'34"W	37.93'
L8	S84°16'10"W	24.08'
L9	S39°28'39"W	241.32'
L10	S75°47'10"W	353.10'
L11	N59°12'50"W	156.27'
L12	S75°47'10"W	85.11'
L13	N54°21'41"W	488.28'
L14	N13°34'46"W	61.21'
L15	N50°23'42"W	512.05'
L16	S38°03'08"W	59.87'
L17	N50°16'45"W	20.02'

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

301 Cherry Street, Unit 11, # 1300
Fert Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024035	8 OF 8

LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 1, Block 1, Denton Carmax Addition, an addition to the City of Denton, Texas according to the plat recorded in Instrument No. 2019-52 of the Official Public Records of Denton, Texas, and being more particularly described as follows:

COMMENCING at the northernmost northwest corner of said Lot 1;

THENCE South 38°04'28" West, along the northernmost northwest line of said Lot 1, a distance of 79.83 feet to the **POINT OF BEGINNING**;

THENCE departing the said northernmost northwest line of said Lot 1, South 50°16'45" East, a distance of 20.02 feet to a point for corner;

THENCE the following nine (9) calls:

- North 38°03'08" East, a distance of 59.87 feet to a point for corner;
- South 50°23'42" East, a distance of 512.05 feet to a point for corner;
- South 13°34'46" East, a distance of 61.21 feet to a point for corner;
- South 54°21'41" East, a distance of 488.28 feet to a point for corner;
- North 75°47'10" East, a distance of 85.11 feet to a point for corner;
- South 59°12'50" East, a distance of 156.27 feet to a point for corner;
- North 75°47'10" East, a distance of 353.10 feet to a point for corner;
- North 39°28'39" East, a distance of 241.32 feet to a point for corner;
- North 84°16'10" East, a distance of 24.08 feet to a point for corner;

THENCE North 39°10'34" East, a distance of 37.93 feet to a point for corner; from said point the northernmost northeast corner of said Lot 1 bears North 45°32'41" West, a distance of 563.70 feet;

THENCE the following twelve (12) calls:

- South 50°23'38" East, a distance of 25.00 feet to a point for corner;
- South 39°10'34" West, a distance of 48.12 feet to a point for corner;
- South 84°16'10" West, a distance of 24.15 feet to a point for corner;
- South 39°28'39" West, a distance of 239.22 feet to a point for corner;
- South 75°47'10" West, a distance of 371.66 feet to a point for corner;
- North 59°12'50" West, a distance of 156.27 feet to a point for corner;
- South 75°47'10" West, a distance of 86.37 feet to a point for corner;
- North 54°21'41" West, a distance of 509.19 feet to a point for corner;
- North 13°34'46" West, a distance of 62.18 feet to a point for corner;
- North 50°23'42" West, a distance of 478.04 feet to a point for corner;
- South 38°03'08" West, a distance of 59.92 feet to a point for corner;

CONTINUED ON SHEET 3

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

<h1 style="margin: 0;">Kimley»Horn</h1>	
601 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102	Tel. No. (817) 335-8511 www.kimley-horn.com
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N/A	CRG
<u>Checked by</u>	<u>Date</u>
MCB	2/6/2021
<u>Project No.</u>	<u>Sheet No.</u>
051024039	1 OF 9

LEGAL DESCRIPTION (CONTINUED)

THENCE North 50°16'45" West, a distance of 45.04 feet to a point for corner in the said northernmost northwest line of Lot 1;


THENCE North 38°04'28" East, along the said northernmost northwest line of Lot 1; a distance of 25.01 feet to the **POINT OF BEGINNING** and containing 51,500 square feet or 1.1823 acres of land.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.


MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



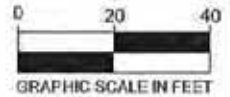
TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/8/2021	061024039	2 OF 8

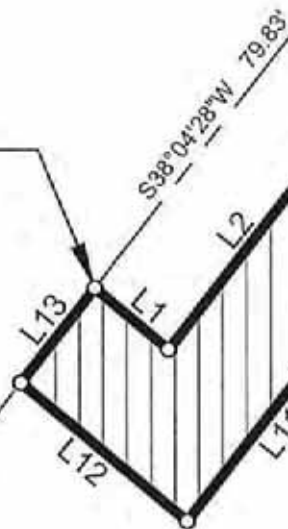


16' UTILITY EASEMENT
(VOL. O, PG. 267)

P.O.C.

1.1823 ACRES
51,500 SQ. FT.

P.O.B.



MATCH LINE (SEE SHEET 4)

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

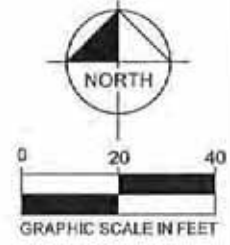
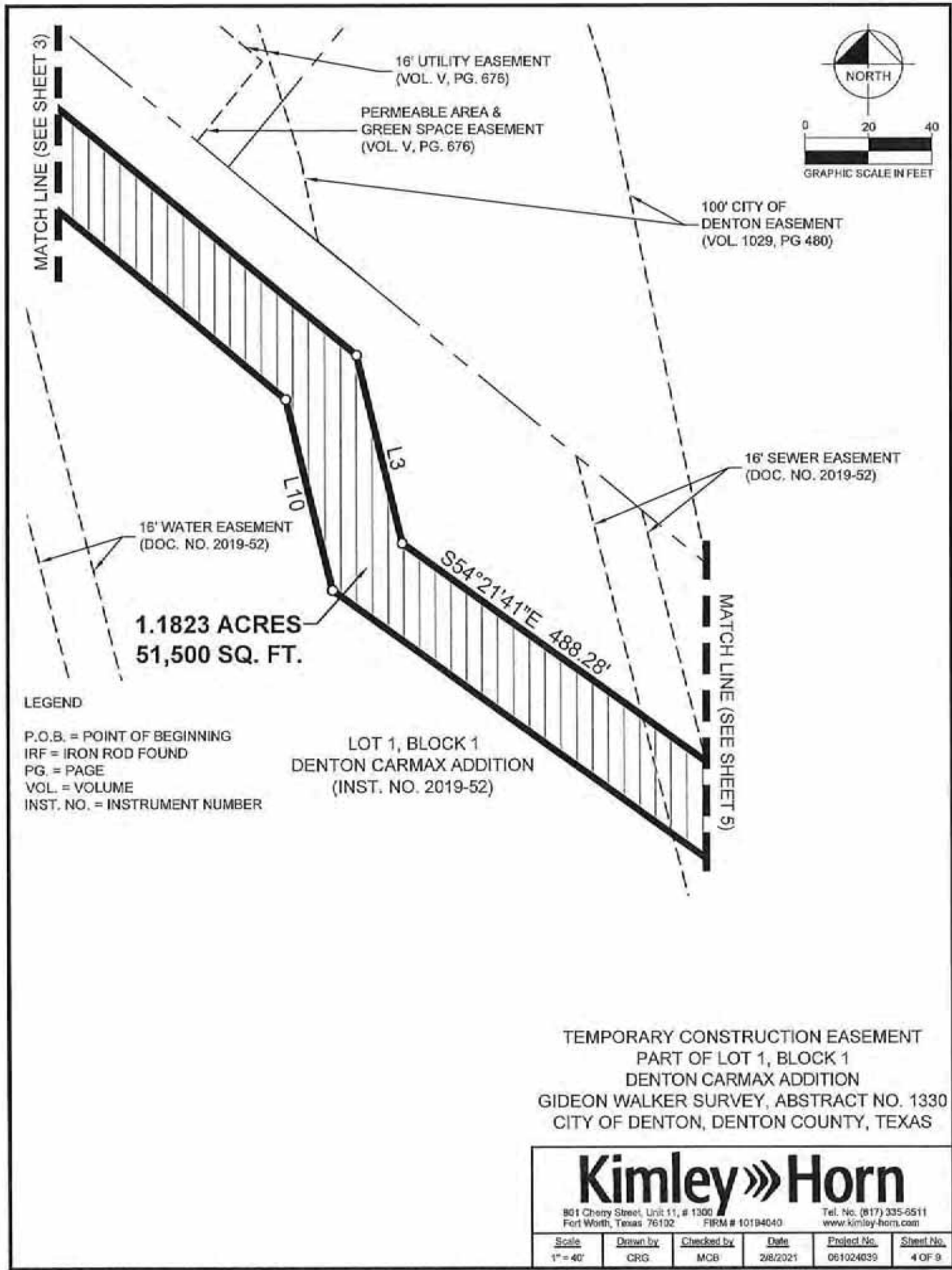


TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 75102 FIRM # 10194040 Tel. No. (617) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	3 OF 8



LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
- INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	4 OF 9



MATCH LINE (SEE SHEET 4)

DRAINAGE AND FLOOD
PLAIN EASEMENT
(VOL. V, PG. 676)

16' ELECTRIC EASEMENT
(DOC. NO. 2019-52)

1.1823 ACRES
51,500 SQ. FT.

16' WATER EASEMENT
(DOC. NO. 2019-52)

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

MATCH LINE (SEE SHEET 6)

LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
- INST. NO. = INSTRUMENT NUMBER

N54°21'41"W 509.19'

N75°47'10"E 8'

S75°47'10"W 86.37'

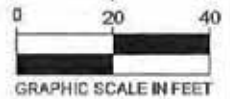
TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	5 OF 9



16' ELECTRIC EASEMENT
(DOC. NO. 2019-52)

16' WATER EASEMENT
(DOC. NO. 2019-52)

MATCH LINE (SEE SHEET 5)

MATCH LINE (SEE SHEET 7)

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

S59°12'50"E 156.27'
N59°12'50"W 156.27'

1.1823 ACRES
51,500 SQ. FT.

LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
- VOL. = VOLUME
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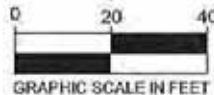
TEMPORARY CONSTRUCTION EASEMENT
 PART OF LOT 1, BLOCK 1
 DENTON CARMAX ADDITION
 GIDEON WALKER SURVEY, ABSTRACT NO. 1330
 CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

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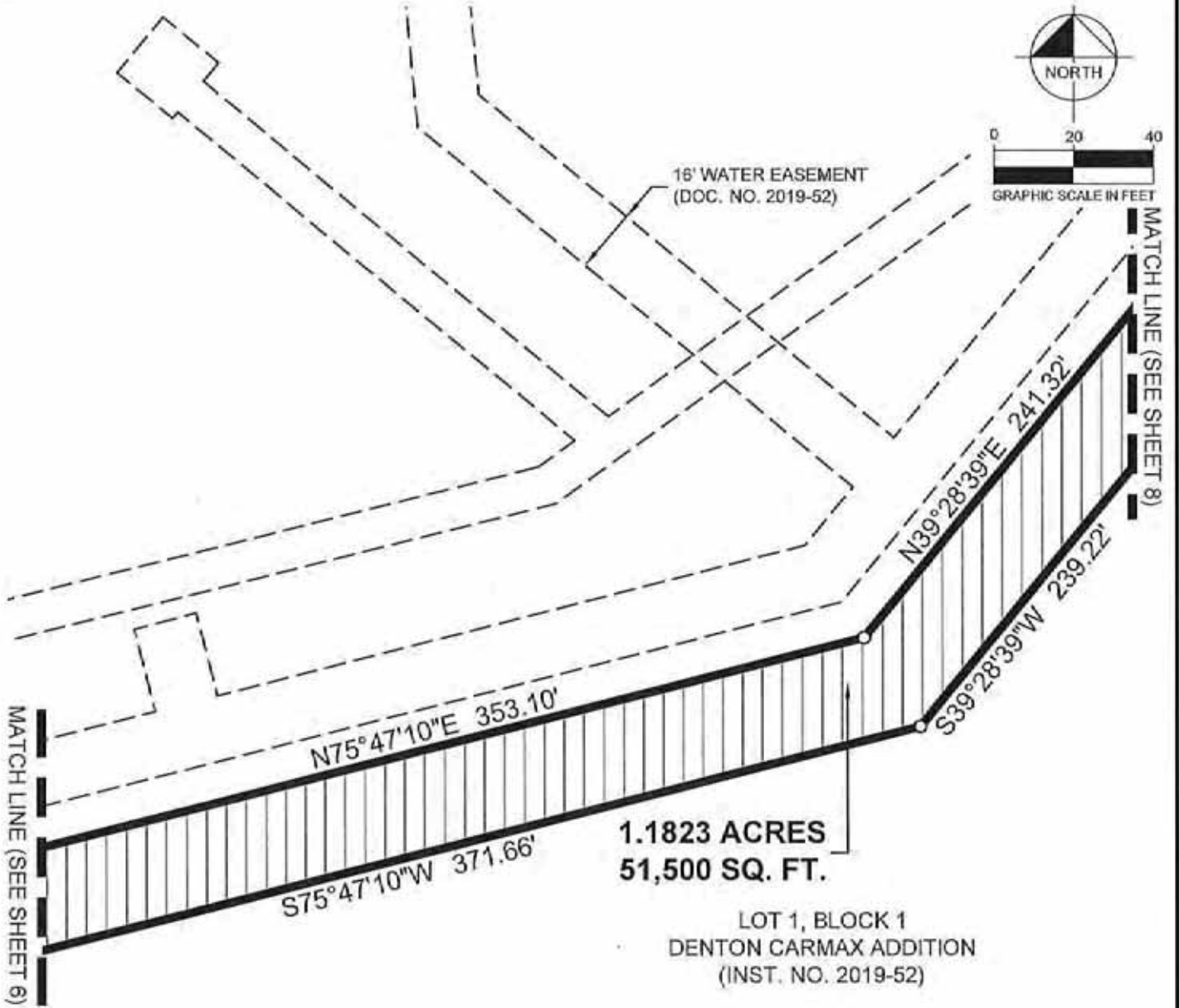
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCE	2/8/2021	061024039	6 OF 9



16' WATER EASEMENT
(DOC. NO. 2019-52)

MATCH LINE (SEE SHEET 8)

MATCH LINE (SEE SHEET 6)



1.1823 ACRES
51,500 SQ. FT.

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

LEGEND

- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- PG. = PAGE
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- INST. NO. = INSTRUMENT NUMBER

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	7 OF 9



**INTERSTATE
HIGHWAY NO. 35-E**
(A VARIABLE WIDTH RIGHT-OF-WAY)

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

PROPOSED TXDOT
RIGHT-OF-WAY
DEDICATION

16' WATER EASEMENT
(DOC. NO. 2019-52)

MATCH LINE (SEE SHEET 7)

**1.1823 ACRES
51,500 SQ. FT.**

LEGEND

- P.O.B. = POINT OF BEGINNING
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TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Firm # 10194040
Fort Worth, Texas 76102

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	8 OF 9

LINE TABLE		
NO.	BEARING	LENGTH
L1	S50°16'45"E	20.02'
L2	N38°03'08"E	59.87'
L3	S13°34'46"E	61.21'
L4	N84°16'10"E	24.08'
L5	N39°10'34"E	37.93'
L6	N45°32'41"W	563.70'
L7	S50°23'38"E	25.00'
L8	S39°10'34"W	48.12'
L9	S84°16'10"W	24.15'
L10	N13°34'46"W	62.18'
L11	S38°03'08"W	59.92'
L12	N50°16'45"W	45.04'
L13	N38°04'28"E	25.01'

TEMPORARY CONSTRUCTION EASEMENT
 PART OF LOT 1, BLOCK 1
 DENTON CARMAX ADDITION
 GIDEON WALKER SURVEY, ABSTRACT NO. 1330
 CITY OF DENTON, DENTON COUNTY, TEXAS

		601 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
		<u>Scale</u> 1" = 40'	<u>Drawn by</u> CRG	<u>Checked by</u> MCB	<u>Date</u> 2/9/2021	<u>Project No.</u> 081024038	<u>Sheet No.</u> 9 OF 9

**TxDOT Highway Project Number:
0196-02-109
TxDOT Parcel 68**

RCSJ 0196-01-100
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1731+41 LT to Sta 1731+61 LT

Existing Easement

Volume V, Page 225

PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc.,

dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and

over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City
of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant
and Forever Defend all and singular the above-described easement and rights unto the Said City,
its successors and assigns, against every person whomsoever lawfully claiming or to claim the same
or any part thereof.

EXECUTED THIS 3rd day of May, 19 72.



M.F.A., INC.

By: T.W. Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared T. W. Reilly, President

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
M. F. A., Inc.
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day of May, A. D. 19 72

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 19 73.

TRACT NO. 1: All that certain lot, tract or parcel of land, lying
and being situated in the County of Denton, State of Texas, being
out of the G. Walker Survey, Abstract No. 1330, and being more parti-
cularly described as follows:

- BEGINNING at a right-of-way marker at the East side of State School Road;
- THENCE North 67° 56' East with a fence 110.3 feet to a right-of-way monument on the Southwest right-of-way of Interstate Highway 35-E;
- THENCE South 58° 23' 30" East with said right-of-way 283.8 feet to a monument;
- THENCE South 50° 21' East with said right-of-way 331.0 feet to a fence corner;
- THENCE South 1° 09' West with a fence 12.67 feet to a marker;
- THENCE North 50° 21' West a distance of 338.8 feet to an angle point;
- THENCE North 58° 23' 30" West a distance of 278.6 feet to an angle point;
- THENCE South 67° 56' West a distance of 109.39 feet to an angle point;
- THENCE North 2° 0' East 10.83 feet to the place of beginning.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying
and being situated in the County of Denton, State of Texas, being
out of the G. Walker Survey, Abstract No. 1330, and being more parti-
cularly described as follows:

BEGINNING at fence corner on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South $50^{\circ} 21'$ East with said right-of-way 3055.2 feet to fence corner;

THENCE South $32^{\circ} 33'$ West with a fence 10.16 feet to an angle point;

THENCE North $50^{\circ} 21'$ West a distance of 3048.8 feet to an angle point;

THENCE North $1^{\circ} 51'$ East a distance of 12.67 feet to the point of beginning.

Grantor reserves the right from time to time to construct one or more streets for vehicular and/or pedestrian right-of-way over and across the easement area for ingress and egress for the remaining portion of Grantor's land to Interstate Highway 35, and City agrees to bury the water/sewer pipe line contemplated hereby at a sufficient depth so that such streets may be constructed by Grantor at no additional cost by reason of said pipeline. In addition, City grants the right to Grantor to tap into the water/sewer pipeline as is necessary to service the improvements to be constructed on that portion of Grantor's property which lies within the City limits of the City of Corinth provided, however, that Grantor shall be obligated to pay the standard tap-in fee charged by the City in such cases.

EXHIBIT "A"

FILED FOR RECORD: 18th DAY OF October A.D. 1972 at 2:45 o'clock P. M.
 RECORDED: 25th DAY OF October A.D. 1972 at 11:20 o'clock A. M.
 BY E. A. Enrich DEPUTY THETA PARKER, COUNTY CLERK
 DENTON COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 2, Block A, McNatt Addition, Phase II, an addition to the City of Denton, Texas according to the plat recorded in Volume V, Page 676 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point in the southwest line of said Lot 2; from said point a 1/2-inch iron rod found for the south corner of Lot 1, Block A, James Wood Autopark Addition, Phase II, an addition to the City of Denton, Texas according to the plat recorded in Volume R, Page 255 of said Plat Records bears North 50°23'42" West, a distance of 870.69 feet;

THENCE departing the said southwest line of Lot 2, North 38°54'54" East, a distance of 231.19 feet to a point for corner;

THENCE North 6°05'01" West, a distance of 19.55 feet to a point for corner;

THENCE North 38°55'07" East, a distance of 129.73 feet to a point for corner;

THENCE South 50°21'36" East, a distance of 16.00 feet to a point for corner;

THENCE South 38°55'07" West, a distance of 122.90 feet to a point for corner;

THENCE South 6°05'01" East, a distance of 19.55 feet to a point for corner;

THENCE South 38°54'54" West, a distance of 238.02 feet to a point for corner in the said southwest line of Lot 2; from said point the south corner of said Lot 2 bears South 50°23'42" East, a distance of 432.99 feet;

THENCE along the said southwest line of Lot 2, North 50°23'42" West, a distance of 16.00 feet to the **POINT OF BEGINNING** and containing 0.1398 acres or 6,088 square feet of land.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.


MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



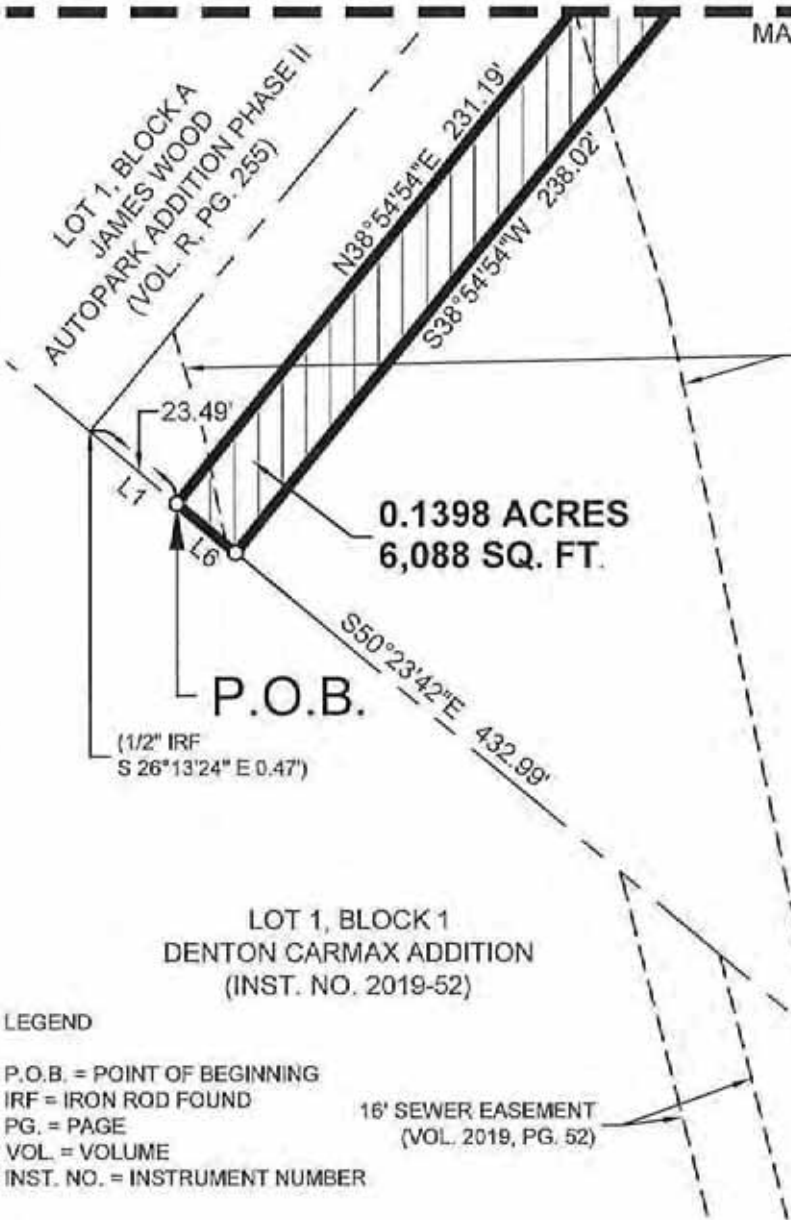
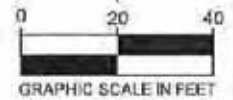
WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, #1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	11/16/2020	061024039	1 OF 3

MATCH LINE (SEE SHEET 3)



100' CITY OF DENTON
EASEMENT
(VOL. 1029, PG. 480)

LOT 2, BLOCK A
McNATT ADDITION, PHASE II
(VOL. V, PG. 676)

0.1398 ACRES
6,088 SQ. FT.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N50°23'42"W	870.69'
L2	N06°05'01"W	19.55'
L3	N38°55'07"E	129.73'
L4	S50°21'36"E	16.00'
L5	S06°05'01"E	19.55'
L6	N50°23'42"W	16.00'

P.O.B.

(1/2" IRF
S 26°13'24" E 0.47')

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

16' SEWER EASEMENT
(VOL. 2019, PG. 52)

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

[Signature] 11/16/20

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCS	11/16/2020	061024039	2 OF 3

LOT 1, BLOCK A
McNATT ADDITION, PHASE II
(VOL. V, PG. 676)

16' ELECTRIC EASEMENT
(VOL. V, PG. 676)

30' MUTUAL ACCESS
EASEMENT
(VOL. V, PG. 676)

16' PUBLIC UTILITY
EASEMENT
(VOL. V, PG. 676)

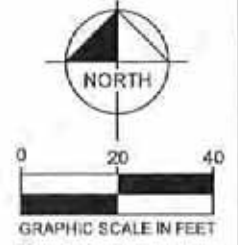
LOT 2, BLOCK A
McNATT ADDITION, PHASE II
(VOL. V, PG. 676)

0.1398 ACRES
6,088 SQ. FT.

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
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MATCH LINE (SEE SHEET 2)



WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

601 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	11/16/2020	061024009	3 OF 3

**TxDOT Highway Project Number:
0196-02-109
TxDOT Parcel 70**

RCSJ 0196-01-100
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1736+11 LT to Sta 1736+31 LT

Existing Easement

Volume V, Page 676

PART OF LOT 1, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc.,

dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and

over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City
of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant
and Forever Defend all and singular the above-described easement and rights unto the Said City,
its successors and assigns, against every person whomsoever lawfully claiming or to claim the same
or any part thereof.

EXECUTED THIS 3rd day of May, 19 72.



M.F.A., INC.

By: T.W. Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared T. W. Reilly, President

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
M. F. A., Inc.
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day of May, A. D. 19 72

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 19 73.

TRACT NO. 1: All that certain lot, tract or parcel of land, lying
and being situated in the County of Denton, State of Texas, being
out of the G. Walker Survey, Abstract No. 1330, and being more parti-
cularly described as follows:

- BEGINNING at a right-of-way marker at the East side of State School Road;
- THENCE North 67° 56' East with a fence 110.3 feet to a right-of-way monument on the Southwest right-of-way of Interstate Highway 35-E;
- THENCE South 58° 23' 30" East with said right-of-way 283.8 feet to a monument;
- THENCE South 50° 21' East with said right-of-way 331.0 feet to a fence corner;
- THENCE South 1° 09' West with a fence 12.67 feet to a marker;
- THENCE North 50° 21' West a distance of 338.8 feet to an angle point;
- THENCE North 58° 23' 30" West a distance of 278.6 feet to an angle point;
- THENCE South 67° 56' West a distance of 109.39 feet to an angle point;
- THENCE North 2° 0' East 10.83 feet to the place of beginning.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying
and being situated in the County of Denton, State of Texas, being
out of the G. Walker Survey, Abstract No. 1330, and being more parti-
cularly described as follows:



AGENDA INFORMATION SHEET

DEPARTMENT: Capital Project

ACM: Frank Dixon

DATE: July 13, 2026

SUBJECT

Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement (“Agreement”) by and between the City of Denton (“City”) and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of city facilities of both water and wastewater utilities along I-35E from US 380/University to Milam Road (“Utility Relocations Project” (TxDOT CSJ# 0195-02-074)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed \$8,598,481.46 for water and wastewater utility relocation efforts; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

TxDOT has expanded their right-of-way through the I-35 corridor within the Denton City limits with plans of widening I-35 and frontage roads. The City of Denton is responsible for relocating the City’s utilities currently located within the recently acquired TxDOT right-of-way. The relocation limits expand from the intersection with US-380 in the south to Milam Road on the northern boundary.

To meet TxDOT’s anticipated roadway construction schedule, the City’s I-35/US-380 to Milam Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT’s recently expanded right-of-way.

Upon completion of the project and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed by TxDOT to increase the estimated reimbursement amount from \$8,071,662.47 to \$8,598,481.46. The increase of \$526,818.99 includes authorized change orders, early finish incentive authorized by TxDOT, material over & under-runs, actual easement costs with third party attorney fees, and a third-party inspection services contract.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On July 18, 2023, the City authorized the Standard Utility Agreement with TxDOT approving reimbursements in the amount of \$8,071,662.47 (Ordinance No. 23-1272).

ESTIMATED SCHEDULE OF PROJECT

The City's I-35/US-380 to Milam Utility Relocation Project began construction in July 2023 and completed in May 2024, for a total of 300 calendar days of contracted construction.

FISCAL INFORMATION

The City's reimbursable financial obligation would increase by \$526,818.99, for a total of \$8,598,481.46 in reimbursements from TxDOT. The funding was provided from account 630471523.1365.40100 (W Project Funding) and 640420545.1365.40100 (WW Project Funding). Reimbursements requested to date, \$6,172,233.35, and have been deposited into accounts 5170.5908 (W) and 5170.4642 (WW).

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Ordinance and Agreement

Exhibit 3 – Original Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact Shawn Messick at 940-349-8390.

Legal point of contact: Trerod Hall at 940-349-8336

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL NO. 1 TO THE WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON (“CITY”) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISITION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD (“UTILITY RELOCATIONS PROJECT” (TXDOT CSJ# 0195-02-074)), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$8,598,481.46 FOR WATER AND WASTEWATER UTILITY RELOCATION EFFORTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, City Council authorized Ordinance No. 23-1272 for approval and execution of the Standard Utility Agreement for water and wastewater utility relocations on project U00017637 in the amount of \$8,071,662.47; and

WHEREAS, the supplemental No. 1 to the Standard Utility Agreement U00017637 for water and wastewater relocations will increase the reimbursement available to the City by an additional \$526,818.99 for all eligible costs associated with the City’s IH-35E Utility Relocation Project from US 380/University to Milam Road for a total reimbursement of \$8,598,481.46; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or designee, is authorized to expend funds in an amount not to exceed the amount of Eight Million, Five Hundred Ninety-Eight Thousand, Four Hundred Eighty-One and 46/100 Dollars (\$8,598,481.46) for Utility ID No. U00017637.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City, Supplemental No. 1 to the Water and Wastewater Standard Utility Agreement No. U00017637, a copy of which is attached hereto as Exhibits “A” and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

SECTION 5. That this ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Chris Watts, Mayor:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  _____



Standard Utility Agreement Supplemental Agreement No. 1 to U Number N/A Utility ID U00017637

District: Dallas	County: Denton
ROW Project ID: R00002955	Highway: IH 35
ROW CSJ: 0195-02-079	From: US 77
Construction CSJ: 0195-02-074	To: Cooke County Line
Proposed Highway Project Letting Date: 1/1/2024	

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on August 2, 2023 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: costs for material under & over-runs, authorized change orders required for the successful completion, easement cost to include 3rd party attorney fees for the project and the 3rd party inspection services contract. Buy America Attachment A Items Items 99, not installed and removed via change order, 102, 103, 104 are HDPE items and have been removed from the Buy America requirement. The incentive payment "Incentive" for timely completion of the Work shall be \$2,000 per day limited to {180} days. The Contractor will earn the Incentive for each Day that the Work is Complete prior to the Contract Time of {300} Calendar Days taking into account any additional time extensions as documented in an approved Change Order. The Completion Date will be the date determined by the City and as stated on the Letter of Final Acceptance issued by the City. Contractor finished 90 days early, by percentage of contract value this agreement is for 35 of the 90 days, which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is increased or decreased to a total of \$8,598,481.46, or no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

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

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Denton

By: _____

Title: City Manger

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission 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 (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.

We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” (Continued) Plans, Specifications, and Estimated Costs

Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) *Articles, materials, or supplies that have been:*

(i) *Processed into a specific form and shape; or*

(ii) *Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*

(2) *If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

Signature

Title

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

City of Denton

Construction: Mountain Cascade (see attached)	
Water	\$6,345,888.00
Wastewater	\$310,740.00
Approved Change Orders:	\$3,999.00
Project Scheduling Incentive \$2,000 Per Day (Up to 180 Days) \$2,000 x 35 Days	\$70,000
City of Denton Staff Time (see attached)	\$284,862.86
City of Denton Staff 42% Labor Burden	\$119,642.40
Engineering Kimley-Horn and Associates (see attached)	\$529,558.11
Raba Kistner 3 rd Party Inspection	\$262,500.00
Replacement Easements (see attached)	\$645,513.30
3 rd Party Attorney Fees for Easements	\$25,777.79
Total	\$8,598,481.46

Utility Adjustment for TxDOT Project

TxDOT STANDARD
SUA ESTIMATE

Comparative Estimate

City of Denton
IH-35 Utility Relocation US-380 to Milam

RCSI: 0195-03-074
ROW Project ID (TxC): N/A
Utility ID#: U00017637

ESTIMATE INCLUDING BETTERMENT
ACTUAL COST
SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 7). Applies to All "EA" or "LS" items.

Percent of Difference 6%

Materials to be purchased by TxDOT - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable	0.00%		\$ -
SUBTOTAL				\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
12" PVC Water Pressure Pipe	LF	279	\$250.00	\$ 69,750.00
12" Gate Valve*	EA	7	\$7,500.00	\$ 52,500.00
16" Gate Valve*	EA	20	\$18,000.00	\$ 360,000.00
12" Water Main Connection with Shutdown	EA	1	\$12,000.00	\$ 12,000.00
16" Water Main Connection with Shutdown	EA	2	\$17,500.00	\$ 35,000.00
2" Water Air Release Valve and Vault*	EA	7	\$20,000.00	\$ 140,000.00
Fire Hydrant Assembly*	EA	5	\$9,700.00	\$ 48,500.00
Meter Vault and Appurtenances (to UTRWD)*	EA	1	\$500,000.00	\$ 500,000.00
PRV Vault and Appurtenances*	EA	1	\$220,000.00	\$ 220,000.00
20" HDPE Water Carrier Pipe	LF	1142	\$150.00	\$ 171,300.00
20" HDPE Pressure Pipe, Water	LF	12433	\$266.00	\$ 3,307,178.00
20" HDPE Pressure Pipe, Water, CLSM Backfill	LF	210	\$500.00	\$ 105,000.00
Trench Safety	LF	12922	\$1.00	\$ 12,922.00
30" Casing by by Other Than Open Cut*	LF	1142	\$700.00	\$ 799,400.00
Authorized Change Orders				\$ -
(Item 101) 30" Casing by Other Than Open Cut*	LF	101		\$ -
(Item 99) Cathodic Protection System	EA			\$ -
(Item 96) Flexible Paving Repair for Utility Trench	SY			\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ 5,833,550.00

Unit	Quantity	\$/Unit	Total	Difference
LF	279	\$250.00	\$ 69,750.00	\$ -
EA	7	\$7,500.00	\$ 52,500.00	\$ -
EA	20	\$18,000.00	\$ 360,000.00	\$ -
EA	1	\$12,000.00	\$ 12,000.00	\$ -
EA	2	\$17,500.00	\$ 35,000.00	\$ -
EA	7	\$20,000.00	\$ 140,000.00	\$ -
EA	5	\$9,700.00	\$ 48,500.00	\$ -
EA	1	\$500,000.00	\$ 500,000.00	\$ -
EA	1	\$220,000.00	\$ 220,000.00	\$ -
LF	1142	\$150.00	\$ 171,300.00	\$ -
LF	12433	\$266.00	\$ 3,307,178.00	\$ -
LF	210	\$500.00	\$ 105,000.00	\$ -
LF	12922	\$1.00	\$ 12,922.00	\$ -
LF	1142	\$700.00	\$ 799,400.00	\$ -
LF	10	\$700.00	\$ 7,000.00	\$ 7,000.00
EA	-1	\$1.00	\$ (1.00)	\$ (1.00)
SY	-15	\$200.00	\$ (3,000.00)	\$ (3,000.00)
SUBTOTAL			\$ 5,837,549.00	\$ 3,999.00

MATERIALS SUBTOTAL \$ 5,833,550.00

MATERIALS SUBTOTAL \$ 5,837,549.00 \$ 3,999.00

* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.

** Indicated items are declared construction materials and/or manufactured products for which the utility ensures DOMESTIC ORIGIN. (BABA COMPLIANCE)

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater. Sum of De Minimus Items \$0.00

TxDOT contractor labor - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
SUBTOTAL			\$0.00	\$ -

Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable	0.00%		\$ -
SUBTOTAL				\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ -	\$ -

External Labor Costs - documented with Invoices and / or checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Grout Fill 16" Utility Line	LF	221	\$40.00	\$ 8,840.00
Remove 6" Utility Line	LF	50	\$44.00	\$ 2,200.00
Remove 8" Utility Line	LF	188	\$25.00	\$ 4,700.00
Remove 12" Utility Line	LF	919	\$27.00	\$ 24,813.00
Remove 16" Utility Line	LF	14092	\$28.00	\$ 394,576.00
Remove 6" Water Valve	EA	2	\$700.00	\$ 1,400.00
Remove 8" Water Valve	EA	1	\$700.00	\$ 700.00
Remove 12" Water Valve	EA	1	\$700.00	\$ 700.00
Remove 16" Water Valve	EA	5	\$700.00	\$ 3,500.00
Remove Water ARV	EA	5	\$750.00	\$ 3,750.00
Remove Fire Hydrant	EA	5	\$1,200.00	\$ 6,000.00
Remove Concrete Water Vault	EA	3	\$1,500.00	\$ 4,500.00
Flexible Paving Repair for Utility Trench	SY	15	\$200.00	\$ 3,000.00
Topsoil	CY	798	\$10.00	\$ 7,980.00
Seeding	SY	22839	\$2.00	\$ 45,678.00
Cathodic Protection System	EA	1	\$1.00	\$ 1.00
Grout Fill 4" Utility Line	LF	361	\$15.00	\$ 5,415.00
Remove Sewer ARV Appurtenance	EA	5	\$1,800.00	\$ 9,000.00
Remove 4" Utility Line	LF	11853	\$25.00	\$ 296,325.00
Incentive	DAY	35	\$2,000.00	\$ 70,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ 823,078.00

Unit	Quantity	\$/Unit	Total	Difference
LF	221	\$40.00	\$ 8,840.00	\$ -
LF	50	\$44.00	\$ 2,200.00	\$ -
LF	188	\$25.00	\$ 4,700.00	\$ -
LF	919	\$27.00	\$ 24,813.00	\$ -
LF	14092	\$28.00	\$ 394,576.00	\$ -
EA	2	\$700.00	\$ 1,400.00	\$ -
EA	1	\$700.00	\$ 700.00	\$ -
EA	1	\$700.00	\$ 700.00	\$ -
EA	5	\$700.00	\$ 3,500.00	\$ -
EA	5	\$750.00	\$ 3,750.00	\$ -
EA	5	\$1,200.00	\$ 6,000.00	\$ -
EA	3	\$1,500.00	\$ 4,500.00	\$ -
SY	15	\$200.00	\$ 3,000.00	\$ -
CY	798	\$10.00	\$ 7,980.00	\$ -
SY	22839	\$2.00	\$ 45,678.00	\$ -
EA	1	\$1.00	\$ 1.00	\$ -
LF	361	\$15.00	\$ 5,415.00	\$ -
EA	5	\$1,800.00	\$ 9,000.00	\$ -
LF	11853	\$25.00	\$ 296,325.00	\$ -
DAY	35	\$2,000.00	\$ 70,000.00	\$ 70,000.00
SUBTOTAL			\$ 893,078.00	\$ 70,000.00

LABOR SUBTOTAL \$ 823,078.00

LABOR SUBTOTAL \$ 893,078.00 \$ 70,000.00

Engineering Procured by TxDOT - 100% eligibility required				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
PM Time	HR	1290	\$73.59	\$ 94,931.06
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ 94,931.06
Internal Survey / Landman	HR	1180	\$65.31	\$ 77,065.80

Unit	Quantity	\$/Unit	Total	Difference
HR	1290	\$73.59	\$ 94,931.06	\$ -
SUBTOTAL			\$ 94,931.06	\$ -
HR	1180	\$65.31	\$ 77,065.80	\$ -

PROJECT COST SUMMARY - SUA U00017637

CONSTRUCTION - ORIGINAL ESTIMATED						SUA#1		
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	QTY Change	Estimated Costs	Revised Estimate
96	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	\$ 200.00	\$ 3,000.00		\$ -	\$ -
97	3293.015 - Topsoil	798	CY	\$ 10.00	\$ 7,980.00		\$ -	\$ -
98	3293.016 - Seeding	22839	SY	\$ 2.00	\$ 45,678.00		\$ -	\$ -
99	3301.00x - Cathodic Protection System	1	EA	\$ 1.00	\$ 1.00		\$ -	\$ -
100	3305.021 - Trench Safety	12922	LF	\$ 1.00	\$ 12,922.00		\$ -	\$ -
101	3305.030 - 30" Casing by by Other Than Open Cut*	1142	LF	\$ 700.00	\$ 799,400.00		\$ -	\$ -
102	3305.110 - 20" HDPE Water Carrier Pipe	1142	LF	\$ 150.00	\$ 171,300.00		\$ -	\$ -
103	3314.222 - 20" HDPE Pressure Pipe, Water	12433	LF	\$ 266.00	\$ 3,307,178.00		\$ -	\$ -
104	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill	210	LF	\$ 500.00	\$ 105,000.00		\$ -	\$ -
105	3314.146 - 12" PVC Water Pressure Pipe	279	LF	\$ 250.00	\$ 69,750.00		\$ -	\$ -
106	3314.329 - 12" Gate Valve*	7	EA	\$ 7,500.00	\$ 52,500.00		\$ -	\$ -
107	3314.330 - 16" Gate Valve*	20	EA	\$ 18,000.00	\$ 360,000.00		\$ -	\$ -
108	3314.393 - 12" Water Main Connection with Shutdown	1	EA	\$ 12,000.00	\$ 12,000.00		\$ -	\$ -
109	3314.394 - 16" Water Main Connection with Shutdown	2	EA	\$ 17,500.00	\$ 35,000.00		\$ -	\$ -
110	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	\$ 20,000.00	\$ 140,000.00		\$ -	\$ -
111	3471.001 - Fire Hydrant Assembly*	5	EA	\$ 9,700.00	\$ 48,500.00		\$ -	\$ -
112	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	\$ 500,000.00	\$ 500,000.00		\$ -	\$ -
113	9999.999 - PRV Vault and Appurtenances*	1	EA	\$ 220,000.00	\$ 220,000.00		\$ -	\$ -
CONSTRUCTION TOTAL					\$ 5,890,209.00		Construction W/SUA#1	\$ 5,890,209.00
84	0241.016 - Grout Fill 16" Utility Line	221	LF	\$ 40.00	\$ 8,840.00		\$ -	\$ -
85	0241.029 - Remove 6" Utility Line	50	LF	\$ 44.00	\$ 2,200.00		\$ -	\$ -
86	0241.030 - Remove 8" Utility Line	188	LF	\$ 25.00	\$ 4,700.00		\$ -	\$ -
87	0241.032 - Remove 12" Utility Line	919	LF	\$ 27.00	\$ 24,813.00		\$ -	\$ -
88	0241.035 - Remove 16" Utility Line	14092	LF	\$ 28.00	\$ 394,576.00		\$ -	\$ -
89	0241.056 - Remove 6" Water Valve	2	EA	\$ 700.00	\$ 1,400.00		\$ -	\$ -
90	0241.057 - Remove 8" Water Valve	1	EA	\$ 700.00	\$ 700.00		\$ -	\$ -
91	0241.059 - Remove 12" Water Valve	1	EA	\$ 700.00	\$ 700.00		\$ -	\$ -
92	0241.060 - Remove 16" Water Valve	5	EA	\$ 700.00	\$ 3,500.00		\$ -	\$ -
93	0241.0xx - Remove Water ARV	5	EA	\$ 750.00	\$ 3,750.00		\$ -	\$ -
94	0241.094 - Remove Fire Hydrant	5	EA	\$ 1,200.00	\$ 6,000.00		\$ -	\$ -
95	0241.096 - Remove Concrete Water Vault	3	EA	\$ 1,500.00	\$ 4,500.00		\$ -	\$ -
114	0241.009 - Grout Fill 4" Utility Line	361	LF	\$ 15.00	\$ 5,415.00		\$ -	\$ -
115	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	\$ 1,800.00	\$ 9,000.00		\$ -	\$ -
116	0241.028 - Remove 4" Utility Line	11853	LF	\$ 25.00	\$ 296,325.00		\$ -	\$ -
ABANDONMENT TOTAL					\$ 766,419.00		Abandonment W/SUA#1	\$ 766,419.00
92	Materials On Hand:				\$ -			
SUA #1	AUTHORIZED CHANGE ORDERS ITEMS							
CCO1.2	(Item 101) 30" Casing by Other Than Open Cut*		LF	\$ 700.00	\$ -	10.00	\$ 7,000.00	
CCO2.3	(Item 99) Cathodic Protection System		EA	\$ 1.00	\$ -	-1.00	\$ (1.00)	
CCO2.2	(Item 96) Flexible Paving Repair for Utility Trench		SY	\$ 200.00	\$ -	-15.00	\$ (3,000.00)	
CCO2.1	(New Item) Incentive for Early Completion		DAY	\$ 2,000.00	\$ -	35.00	\$ 70,000.00	
TOTAL CONSTRUCTION AND ABANDONMENT					\$ 6,656,628.00	C & A W/SUA#1	\$ 73,999.00	\$ 6,730,627.00
ENGINEERING AND ROW ACQUISITION SERVICES								
Property Acquisition Consultant Services						No Change		
Engineering Contract					\$ 529,558.11	No Change		
3rd Party Inspection						\$ 262,500.00		
TOTAL ENGINEERING AND ROW ACQUISITION SERVICES					\$ 529,558.11	\$ 262,500.00		\$ 792,058.11
EASEMENT COSTS								
Easement Costs						\$ 807,409.80		
3rd Party Attorney Fees					\$ 22,482.81	\$ 22,718.73		
TOTAL EASEMENT COSTS					\$ 600,613.50	\$ 830,128.53		\$ 1,430,742.03
CITY STAFF LABOR								
City Staff Labor						No Change		
City Staff 42% Labor Burden						\$ 119,642.40		\$ 119,642.40
TOTAL CITY STAFF LABOR					\$ 284,862.86	\$ 119,642.40		\$ 404,505.26
TOTAL ESTIMATED PROJECT COSTS					\$ 8,071,662.47	Total Estimated W/SUA#1	\$ 9,357,933.40	
BETTERMENT RATIO OF 0% ESTIMATED UTILITY REIMBURSEMENT REIMBURSEMENT REQUESTED TO DATE: ESTIMATED AMOUNT REMAINING:								

Mountain Cascade Construction cost. Water/Wastewater

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)

IFB: 7968-003

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209

Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
5340 East US Highway 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094

[Contact Email](mailto:amcculloch@mountaincascade.com) amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

CJS 074 WATER IMPROVEMENTS - UNIT III

84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	\$	40.00	\$	8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	\$	44.00	\$	2,200.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	\$	25.00	\$	4,700.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	\$	27.00	\$	24,813.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	\$	28.00	\$	394,576.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	\$	700.00	\$	1,400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	\$	700.00	\$	700.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	\$	700.00	\$	700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	\$	700.00	\$	3,500.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	\$	750.00	\$	3,750.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	\$	1,200.00	\$	6,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	\$	1,500.00	\$	4,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	\$	200.00	\$	3,000.00
97	32 93 00	3293.015 - Topsoil	798	CY	\$	10.00	\$	7,980.00
98	32 93 00	3293.016 - Seeding	22,839	SY	\$	2.00	\$	45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	\$	1.00	\$	1.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	\$	1.00	\$	12,922.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	\$	700.00	\$	799,400.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF			\$	-
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF			\$	-
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF			\$	-
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	\$	250.00	\$	69,750.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	\$	7,500.00	\$	52,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	\$	18,000.00	\$	360,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	\$	12,000.00	\$	12,000.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	\$	17,500.00	\$	35,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	\$	20,000.00	\$	140,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	\$	9,700.00	\$	48,500.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	\$	500,000.00	\$	500,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	\$	220,000.00	\$	220,000.00

ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE IN-KIND REPLACEMENT

102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF			\$	-
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	\$	150.00	\$	171,300.00

ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE IN-KIND REPLACEMENT

103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF			\$	-
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	\$	266.00	\$	3,307,178.00

ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE IN-KIND REPLACEMENT

104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF			\$	-
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	\$	500.00	\$	105,000.00

TOTAL BID AMOUNT (Unit III): \$ 6,345,888.00

CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV

114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	\$	15.00	\$	5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	\$	1,800.00	\$	9,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	\$	25.00	\$	296,325.00

TOTAL BID AMOUNT (Unit IV): \$ 310,740.00

Fix pg # overlap

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 49 CFR 635.410 as amended.

City of Denton Staff &
Kimley Horn design cost
breakdown.

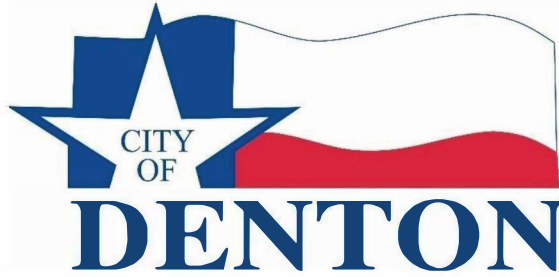


I-35 Project - City Staff Estimate

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	5000	\$ 55.00	\$ 275,000.00
	Admin(s)	3000	\$ 45.00	\$ 135,000.00
	Inspector(s)	15000	\$ 40.00	\$ 600,000.00
	Supervisor(s)	3828	\$ 75.00	\$ 287,100.00
Sum Total				\$ 1,297,100.00

Category	Item	Amount
Water	<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>	
	Kimley Horn Contract	\$ 576,195.88
	City Staff Time	\$ 309,950.51
	<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>	
	Kimley Horn Contract	\$ 534,685.25
	City Staff Time	\$ 287,620.89
	<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>	
	Kimley Horn Contract	\$ 504,837.65
	City Staff Time	\$ 271,565.10
	Wastewater	<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>
Kimley Horn Contract		\$ 538,830.15
City Staff Time		\$ 289,850.53
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>		
Kimley Horn Contract		\$ 232,030.61
City Staff Time		\$ 124,815.21
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>		
Kimley Horn Contract		\$ 24,720.46
City Staff Time		\$ 13,297.77
		<u>Kimley Horn Contract Subtotal</u>
	<u>City Staff Time Subtotal</u>	\$ 1,297,100.00
<u>Engineering and City Staff Time Total (Shown as a percentage of construction)</u>		\$ 3,708,400.00

Design Contract, Rate sheets



DocuSign City Council Transmittal Coversheet

PSA	6590-095
File Name	IH-35 FROM IH-35E-35W SPLIT TO MILAM ROAD
Purchasing Contact	Crystal westbrook
City Council Target Date	December 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2461

Water									
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>									
	Kimley Horn Contract								\$ 576,195.88
	City Staff Time								\$ 309,950.51
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>									
	Kimley Horn Contract								\$ 534,685.25
	City Staff Time								\$ 287,620.89
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>									
	Kimley Horn Contract								\$ 504,837.65
	City Staff Time								\$ 271,565.10
Wastewater									
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>									
	Kimley Horn Contract								\$ 538,830.15
	City Staff Time								\$ 289,850.53
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>									
	Kimley Horn Contract								\$ 232,030.61
	City Staff Time								\$ 124,815.21
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>									
	Kimley Horn Contract								\$ 24,720.46
	City Staff Time								\$ 13,297.77
	Kimley Horn Contract Subtotal								\$ 2,411,300.00
	City Staff Time Subtotal								\$ 1,297,100.00
	Engineering and City Staff Time Total (Shown as a percentage of construction)								\$ 3,708,400.00

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CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: IH-35 from I-35E-35W Split to Milam Road (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$2,396,300 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

Amendments to Section 4, if any, are included in Attachment C.

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that

the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ENGINEER shall maintain workers

compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

Amendments to Section 5, if any, are included in Attachment C.

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or

becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

Amendments to Section 6, if any, are included in Attachment C.

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER, pursuant to Chapter 2252, is not ineligible to enter into this AGREEMENT and will not become ineligible to receive payments under this AGREEMENT by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

O. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

P. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services
- Attachment B - Compensation
- Attachment C - Amendments to Standard Agreement for Engineering Services
- Attachment D - Project Schedule
- Attachment E - Location Map

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
D7766741DA8D454...

City Manager

Date: 12/18/2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:
Scott Arnold
B4D5A80064EE4E9...

Scott Arnold, P.E.
Vice President

Date: 11/30/2020

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Terrance Naulty
B0F351387069478...

Signature

Interim Director Water/Wastewater
Title

Water/Wastewater Utilities
Department

Date Signed: 11/30/2020

2020-693363

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
4B070831B4AA438...

ATTEST:
CITY SECRETARY

DocuSigned by:
By: Rosa Rios
1C5CA8C3E175493...

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM).

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

The relocations of approximately 31,000 linear feet of 20-inch through 6-inch water main, 11,500 linear feet of 4-inch through 8-inch sanitary sewer force main, two sanitary sewer lift stations, and 6,500 linear feet of 8-inch through 10-inch gravity sanitary sewer line from the split/merger of I-35E and I-35EW to Milam Road in north Denton. There are approximately 4,000 linear feet of proposed trenchless bores/tunneling. The relocations are necessary due to the CSJ 0195-03-087, 0195-03-090, and 0195-02-0074 I-35 CSJ road widening and improvements projects planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross City or TxDOT ROW. This project is 100% reimbursable, excluding any betterments.

ENGINEER's scope of services is as follows:

IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35W (South of Split) - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

IH-35- LIFT STATION-RELOCATIONS (Barthold-Cowboys and Love's)

- Task 13 – Lift Station Preliminary Engineering Report (PER)
- Task 14 – Lift Station Preliminary and Final Design
- Task 15 – Lift Station Bid Phase Services
- Task 16 – Lift Station Construction Phase Services

Task 1 – DESIGN MANAGEMENT**A. Project Management**

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 36 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
 - a. Prepare for and attend kickoff meeting.
 - b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to seven (7) subconsultant agreements.

Task 2 – ALIGNMENT STUDY**A. Preliminary Investigation**

1. Data Collection and Record Research
 - b. Assemble and log available existing survey and topographic data provided by City and TxDOT.
 - c. Gather existing aerial photographs.
 - d. Gather existing water, sanitary sewer, and storm sewer record drawings.
 - e. Gather existing paving plans.
 - f. Gather existing development plans.
 - g. Gather existing plat information.
 - h. Collect property owner and record information
 - i. Gather existing right-of-way and easement information.
 - j. Gather existing franchise utility record information.
 - k. Gather available lift station PER's, sewer shed basin studies, and historical flows

2. Site Investigation
 - a. Walk general alignment.
 - b. Document alignment corridor with photographs.
 - c. Note visible potential alignment, conflicts and issues.
3. Data Review with City
 - a. Meet with City to review accuracy of record information.
 - b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alignment Technical Memorandum.

1. Analysis of alignments indicating merits and challenges for each, and including the following considerations:
 - a. Easement acquisition schedule and cost impacts.
 - b. Existing development impacts.
 - c. Existing potential horizontal and vertical conflicts.
 - d. Accessibility for maintenance.
 - e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

- a. Subsurface exploration including up to twenty-three (23) sample bores varying 10 to 40 feet depending upon location.
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:
 - i. soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pipe installation, including bedding and backfill
 - iv. Recommendations for tunneling operations
 - v. Recommendations for vault and wet well foundation type and allowable loading
 - vi. Recommendations for lateral pressures for structural design
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

B. Cathodic Protection System

1. Document Review
 - a. Review the water line alignment (portion of the 16-inch waterline from Hwy 77 to Milam (approximately 16,000 linear feet) with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.
 - b. Evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.
2. Cathodic Protection Field Survey
 - a. Obtain soil resistivity measurements at intervals not to exceed 1,000 feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15 feet.
 - b. Test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.
 - c. Create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.
3. Data Analysis and Lab Work

- a. Evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where proposed water line is to be installed.
 - b. Soil samples will be tested in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.
 - c. Tabulate and analyze AC and DC interference test data using computer models.
 - d. Compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route.
4. Corrosion Protection Design
- a. Corrosion protection and AC/DC interference mitigation requirements will be defined for 2 pipe types (concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the sever soil stresses in the area, and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:
 - i. Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.
 - ii. Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, and drawings and technical specifications which will be included in the construction contract documents.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
2. This task assumes that SUE data will be available from TxDOT and may be relied upon for design.

D. Preliminary Waterline and Sanitary Sewer Line Design

1. Visit the site to perform field verification of the survey.
2. Preliminary plan and profile drawings preparation for approximately 32,000 linear feet of 20-inch through 6-inch water main, 12,000 linear feet of 4-inch through 8-inch sanitary sewer force main, and 6,500 feet of 8-inch through 10-inch gravity sanitary sewer line.
 - a. Prepare (22”x34”) plan and profile drawings at 1”=40’ horizontal and 1”=4’ vertical scale.

- b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
- c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
- d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
- e. Prepare preliminary water line details, including connection details.
- f. Provide design for supply meter vault to Upper Trinity Water District (UTRWD) on Milam Road and the Pressure Reducing Valve Vault including electrical and SCADA design.
 - a. Plan Profile/Section Views
 - b. Electrical Design Drawings:
 - i. General Sheets (legend, general notes)
 - ii. Site Plan and Elevation
 - iii. One-Line Diagram
 - iv. Instrumentation Symbols and Legend
 - g. Provide Sequencing notes for shutdown and connection sequencing plans.
 - h. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
 - i. Perform one (1) site visit to verify preliminary design.
3. Preliminary Traffic Control and Detour Plan Preparation.
 - a. City and TxDOT typical traffic control details will be included as required.
4. Franchise Utility Coordination
 - a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.
 - b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.
5. Prepare preliminary general notes and details, including City Standard Details where applicable.
6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.
7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

- a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

1. Engineer will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met by the owner.
 - The memo will include, at a minimum, the following information:
 - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
 - Site visit photographs to document existing/preconstruction conditions;
 - A copy of the NWP 12 permit language with General Conditions;
 - State Water Quality Certifications and Conditions;
 - NWP Regional Conditions for Texas;
 - Cultural Resources information from readily available databases; and
 - Threatened and Endangered Species information from readily available databases.

F. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Preliminary design plans (22"x34")
 - ii. Preliminary technical specifications (table of contents)
 - iii. Geotech report
 - iv. Soil Resistivity Report
 - v. NWP 12 Memo
 - vi. Opinion of probable construction cost

G. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.

3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate cathodic protection study, details and technical specifications.
5. Incorporate details and technical specifications.
6. Include structural plans/details for meter vault and PRV vault.
7. Prepare surface repair sheets and details as necessary.
8. Prepare final abandonment layout sheet and letter for TxDOT submittal.
9. Prepare Project Manual using City Standard Construction Contract Documents.

B. Deliverables:

1. Final Design Submittal (95%)
 - a. Submit four (4) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit four (4) copies to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to thirty (30) times during construction to perform construction observation. 18 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - d. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

- a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.
7. Substitutes and “or-equal”
 - a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - b. Provide recommendations to City
8. Inspections and Tests
 - a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
 - a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
 - a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) Mylar hardcopy full-size (22"x34")
 - b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.
3. The ENGINEER will coordinate with TxDOT's Utility Coordinator to determine resolution of conflict matrix.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
 - b. Coordinate with Engineer Real Estate Agent on Right of Entries for up to fifty-five (55) parcels.
2. Design Survey

- a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35, and along various crossings as shown on the Project Location Map. The topographic survey will be approximately 36,000 linear feet.
- b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
- c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.
- d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:
 - i. Property pins
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - iii. Lane Striping (where applicable)
 - iv. Driveways
 - v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - vi. Culverts and bridges
 - vii. Guardrail
 - viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - ix. Traffic signal poles, cabinets, and other signal equipment
 - x. Signs (excluding temporary signs)
 - xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)
 - xii. Buildings
 - xiii. Retaining walls
 - xiv. Fence limits and material types
 - xv. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Interstate Hwy 35.
 - b) Field sketches of utility manholes and structures.
 - c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to fifty-five (55) permanent water line easements and up to fifty-five (55) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISITION SERVICES**A. Easement Acquisition Services**

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to two (2) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to fifty-five (55) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER's Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up to fifty-five (55) parcels.
3. Provide property negotiation services for up to fifty-five (55) parcels for the proposed line as follows:
 - a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
 - b. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically

- authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
- c. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
 - d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
4. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
 5. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
 6. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
 7. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
 8. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

- a. I-35 (from I-35E/I-35W split to south Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps.

Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.

- b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.
- c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.
- d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

- a. Meeting notes and action items for each attending party from the coordination efforts.
- b. Conceptual map identifying conflicts and conceptual OPCC.

Task 13 – LIFT STATION PRELIMINARY ENGINEERING REPORT

A. Prepare Preliminary Engineering Report (PER) for Lift Station Relocations

1. This task assumes that both the Border-Cowboy Lift Station on Barthold Road and the Love's Lift Station on Milam Road are in direct conflict with proposed TxDOT ROW and road widening and will need to be relocated. The following tasks will be performed:
2. Prepare and Submit a Preliminary Engineering Report per the City's specifications for review including:
 - a. Lift Station Capacity
 - b. System and Pump Curves
 - c. Wet Well Sizing
 1. Sized to accommodate existing flows and/or original PER
 2. No additional sewer basin analysis is included in this task
 - e. Site Access and Security per TCEQ
 - f. Flood Protection
 - h. Emergency Power (portable)

B. Deliverables

- a. Digital .PDF copy of draft and final technical memorandum.

C. Meetings

- a. Conduct one (1) review meeting with City.

- b. Revise PER based on City comments.

Task 14 – LIFT STATION PRELIMINARY AND FINAL DESIGN

A. Preliminary Lift Station Design

1. Prepare a preliminary site layout, including drainage, paving, yard piping and station configuration (for each lift station).
2. Prepare electrical site layout
3. Coordination with primary electric provider for design
4. Prepare a preliminary lift station design including:
 - a. Average and peak flow confirmation
 - b. Hydraulic analysis
 - c. Internal piping and valve layout
 - d. Lift station cross-sections
5. Submit preliminary design to the City for review and comment.

B. Final Lift Station Design

1. Prepare engineering plan sheets and specifications in accordance with the preliminary design and for permitting and processing.
2. The plans will include (for each lift station):
 - i. Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
 - ii. Electrical sheets: general notes, site plan, grounding layout, section and elevations, one-line diagram, pump control schematic, SCADA layout, portable generator connection, and electrical details.
 - iii. Structural sheets: general notes, structural details for wet well, valve vault, meter vault (if required) and slab-on-grade and specifications.
3. Specifications shall include technical specifications for materials and installation of the proposed facilities.

C. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - vii. Preliminary design plans (22"x34")
 - viii. Preliminary technical specifications (table of contents)
 - ix. Opinion of probable construction cost.
2. Final design submittal (90%)
 - c. Submit four (4) copies to City for review and comment.

- d. Submittal shall include the following:
 - x. Preliminary design plans (22"x34")
 - xi. Preliminary technical specifications (table of contents)
 - xii. Opinion of probable construction cost

D. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 15 – LIFT STATION BID PHASE SERVICES

This task assumes the lift stations to be bid as one bid package with the utility relocations. The services shown below will be performed concurrently with Task 6.

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - f. Preparation of addenda and delivery to City for distribution to plans holders.
 - g. Responses to questions submitted by plans holders.
 - h. Attend bid opening facilitated by City.
 - i. Preparation of bid tabulation.
 - j. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - b. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift stations to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

A. Construction Phase Services

1. Pre-Construction Conference
 - b. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - e. Visit the construction site up to two (2) times during construction to perform construction observation. 18 months construction time is assumed.
 - f. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - g. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - h. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
 - b. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - b. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - c. Recommend change orders to City, as appropriate.
 - d. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

- b. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to twenty (20) shop drawings.
- 7. Substitutes and “or-equal”
 - c. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - d. Provide recommendations to City
- 8. Inspections and Tests
 - b. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
- 9. Disagreements between City and Contractor
 - b. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
- 10. Final Walkthrough and Punchlist Preparation
 - c. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - ii. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- d. Compile punch list from information gathered during final walkthrough with City and Contractor.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Multiple bid packages
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed \$2,396,300** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-16 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$2,396,300**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

Utility Relocations:

• Task 1 – Design Management	\$73,000
• Task 2 – Alignment Study	\$106,000
• Task 3 – Preliminary Design	\$469,200
• Task 4 – Final Design	\$203,300
• Task 5 – Construction Contract Documents	\$41,700
• Task 6 – Bid Phase Services	\$30,500
• Task 7 – Construction Phase Services	\$146,000
• Task 8 – Record Drawings Preparation	\$35,100
• Task 9 – Permitting	\$81,000
• Task 10 – Survey and Easements	\$269,000
• Task 11 – Easement Acquisition Services	\$747,900
• <u>Task 12 – Conflict Analysis</u>	<u>\$25,000</u>
Subtotal:	\$2,227,700

Lift Station Relocations:

• Task 13 – Lift Station Preliminary Engineering Report (PER)	\$35,200
• Task 14 – Lift Station Preliminary and Final Design	\$104,300
• Task 15 – Lift Station Bid Phase Services	\$6,300
• <u>Task 16 – Lift Station Construction Phase Services</u>	<u>\$22,800</u>
Subtotal:	\$168,600

Grand Total \$2,396,300

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house

reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENT “C”

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**

No modifications to the Standard Agreement are necessary for this project.

Attachment D - I-35 - City of Denton - Utility Relocations
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors/Successors
1	I-35-Station - Utility Relocations				
2	Notice to Proceed	0 days	Mon 12/14/20	Mon 12/14/20	5
3	I-35-ENTRANCE-LOCATIONS	786 days	Mon 12/14/20	Fri 12/29/23	
4	Alignment Study	111 days	Mon 12/14/20	Mon 9/17/21	
5	Data Collection	6 wks	Mon 12/14/20	Fri 1/22/21	6
6	Alignment Study Memorandum	8 wks	Mon 1/25/21	Fri 3/19/21	7
7	QA/QC/ADOT Comments	6 wks	Mon 1/25/21	Fri 4/30/21	9
8	City Review	1 wk	Mon 5/21/21	Fri 5/7/21	11,9
9	Review Memorandum	1 day	Mon 5/10/21	Mon 5/10/21	10
10	Review Memorandum	1 wk	Mon 5/17/21	Mon 5/17/21	
11	Preliminary Design	243 days	Mon 5/10/21	Wed 4/13/22	
12	Geotechnical Investigation	6 wks	Mon 5/10/21	Fri 6/18/21	
13	Survey	6 wks	Mon 5/10/21	Fri 6/18/21	14,17FS+15
14	Preliminary Site Visit	2 days	Mon 6/21/21	Tue 6/22/21	13
15	Subsurface Utility Engineering (SUE)	4 wks	Mon 5/10/21	Fri 6/4/21	
16	Emergency Acquisition	198 days	Mon 7/12/21	Wed 4/13/22	
17	Receive Eminent Domain Notices & Schedule and Release City Approval	3 mos	Mon 7/12/21	Fri 10/1/21	18FS+118 days
18	Approval and Approval	30 days	Mon 10/4/21	Fri 11/12/21	19
19	Initial Offer Letter	30 days	Mon 11/15/21	Fri 12/24/21	20
20	Final Offer Letter	15 days	Mon 12/27/21	Fri 1/14/22	21
21	Final Negotiation Period	1 day	Mon 1/17/22	Mon 1/17/22	22
22	Contestation	3 mos	Tue 3/18/22	Mon 4/11/22	23
23	Cloning	1 day	Tue 4/12/22	Tue 4/12/22	24,54
24	Possession	1 day	Wed 4/13/22	Wed 4/13/22	
25	Preliminary Plans	102 days	Mon 6/21/21	Tue 11/9/21	
26	Shotwork Survey	1 wk	Mon 6/21/21	Fri 6/25/21	27
27	General Sheets	2 wks	Mon 6/28/21	Fri 7/23/21	28
28	City Review	10 wks	Mon 7/12/21	Fri 9/17/21	29
29	Prepare CHOC	4 days	Mon 9/20/21	Thu 9/23/21	30
30	Site Visit	2 days	Fri 9/24/21	Mon 9/27/21	31
31	QA/QC	3 wks	Tue 9/28/21	Mon 10/19/21	32
32	Revisions	1 wk	Tue 10/19/21	Mon 10/25/21	33
33	City Review	2 wks	Tue 10/26/21	Mon 11/02/21	35,34
34	Review Meeting	1 day	Tue 11/02/21	Tue 11/02/21	37
35	Final Design	93 days	Wed 11/03/21	Fri 3/18/22	48
36	Propose Plans	45 days	Wed 11/03/21	Tue 11/10/21	42
37	General Sheets	1 wk	Wed 11/10/21	Tue 11/16/21	38
38	City Review	3 wks	Wed 11/17/21	Tue 1/11/22	40
39	Project Manual	20 days	Wed 11/22/21	Tue 12/01/21	42
40	City Standard Specifications	2 wks	Wed 11/22/21	Tue 12/01/21	41
41	Non-Standard Technical Specifications	2 wks	Wed 12/01/21	Tue 12/07/21	43
42	90% Submittal	28 days	Wed 2/08/22	Fri 3/18/22	96,39
43	QA/QC	2 days	Wed 2/08/22	Thu 2/10/22	44
44	QA/QC	1 wk	Fri 2/11/22	Thu 2/17/22	45
45	Revisions	2 wks	Fri 2/18/22	Thu 3/03/22	46
46	City Review	2 wks	Fri 3/04/22	Thu 3/17/22	47
47	Review Meeting	1 day	Fri 3/18/22	Fri 3/18/22	49
48	Project Manual Doc Preparation, Bidding and Construction	465 days	Mon 3/21/22	Fri 12/29/23	
49	Plan Revisions	2 wks	Mon 3/21/22	Fri 4/1/22	50
50	Project Manual Revisions	1 wk	Mon 4/04/22	Fri 4/08/22	51
51	Final QA/QC	2 days	Mon 4/11/22	Tue 4/12/22	52
52	Construction Doc Submittal	1 day	Wed 4/13/22	Wed 4/13/22	53
53	Bidding	67 days	Wed 4/13/22	Thu 7/14/22	
54	Advertisement 1	1 wk	Wed 4/13/22	Tue 4/19/22	55
55	Pre-Bid Meeting	1 wk	Wed 4/20/22	Tue 4/26/22	56
56	Advertisement 2	1 wk	Wed 4/27/22	Tue 5/02/22	57
57	Bill Opening/Advertisement Rec	2 days	Wed 5/04/22	Thu 5/05/22	58
58	PUB Recommendation	4 wks	Fri 5/06/22	Thu 6/02/22	61,59
59	Contract Award	4 wks	Fri 6/03/22	Thu 6/30/22	60
60	Contract Doc Execution	2 wks	Fri 7/15/22	Thu 7/14/22	62
61	Construction	381 days	Fri 7/15/22	Fri 12/29/23	
62	Construction Meeting	2 wks	Fri 7/15/22	Thu 7/28/22	63
63	Construction	18 mos	Fri 7/29/22	Thu 3/14/23	64
64	Final Work Through	1 day	Fri 12/15/23	Fri 12/15/23	65
65	Record Drawings	2 wks	Mon 12/18/23	Fri 12/29/23	

Project 201804_00089-Clar-Fork-US
Date: Fri 10/30/20

Task Summary
SMT Milestone

External Milestone
Project Summary
Inactive Task
Inactive Milestone

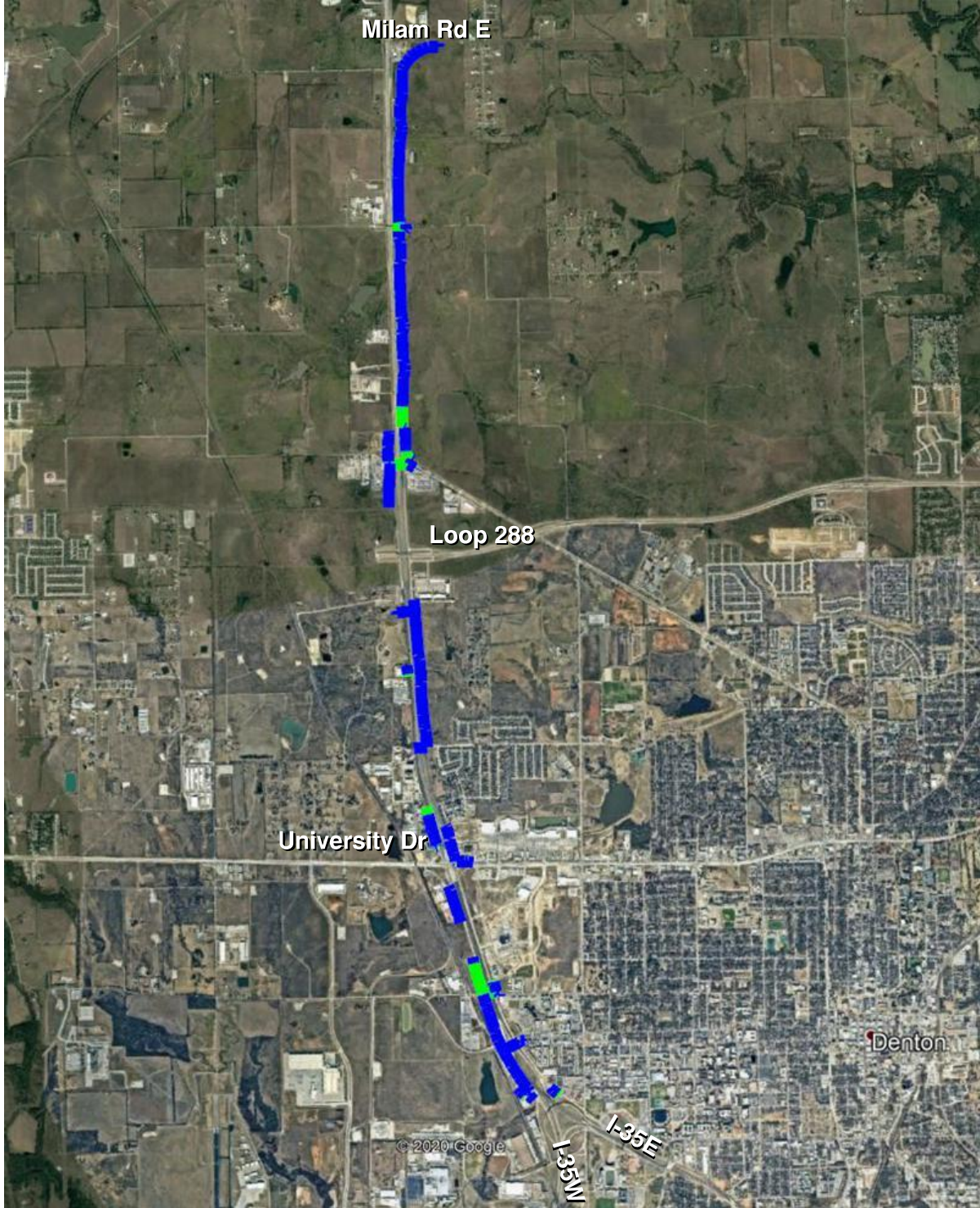
Inactive Summary
Manual task
Duration only

Manual Summary/Review
Manual Summary
Summary

Final-only
Progress
Deadline

Page 1

ATTACHMENT "E"
PROJECT LOCATION MAP
for
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)



**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 6590-095**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-095 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on December 17, 2020, in the original not-to-exceed amount of \$2,396,300 (the “Agreement”); for services related to the IH-35 from I-35E-35W Split to Milam Road.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$15,000 with this Amendment for an aggregate not-to-exceed amount of \$2,411,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:


1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of intersection improvements for the Small Transportation Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$15,000.
2. This Amendment modifies the Agreement amount to provide an additional \$15,000 for the additional services with a revised aggregate not to exceed total of \$2,411,300.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 05/25/2021.

“City”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation


By: 
160CB6AB623F4F0...
CRYSTAL WESTBROOK, SENIOR BUYER

“Engineer”

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
D1B5A80061EE4E9
Vice President
AUTHORIZED SIGNOR, TITLE

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

 Stephen D. Gay
FEB48BB9726E4A9...
SIGNATURE PRINTED NAME

Director, water and wastewater
TITLE

water and wastewater
DEPARTMENT

EXHIBIT A

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES**

Professional Services Agreement:
**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**
Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (6590-095) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on December 18, 2020.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to analyze the sewer basin projected flows for potential development in the Milam Creek to Loop 288 area to evaluate and determine the appropriate size of sewer infrastructure needed to meet peak flows for the proposed developments.

Task 17 – Sewer Basin Planning

ENGINEER will perform the following additional services:

1. Data Collection

Perform data collection necessary for the determination of the appropriate size of sewer facilities needed to meet peak flow demands. The City is to provide the number and size of developments to perform the analysis on. Data collection shall include obtaining and organizing the following:

- Confirmation from City on development location and projected flows
- Existing sewer lines in the area that will serve the development.
- Current or future City projects in the Pecan Creek Basin that are increasing capacities in the sewer system

2. Sewer Basin Analysis and Estimated Costs

Analyze and evaluate the proposed sewer basins for up to two (2) options. ENGINEER will rely upon information provided by the City for reaching a point downstream in the Pecan Creek Basin that can handle the additional flow from proposed development. The ENGINEER will not be responsible for analyzing the existing flows in the Pecan Creek or Milam Creek Basins

- ENGINEER will develop a wastewater Capital Improvement Plan that identifies projects to be constructed including the following tasks:
 - Develop and utilize a costing methodology to provide opinions of probable construction costs for the two (2) options.

3. Technical Memorandum

Prepare a technical memorandum summarizing the finding of the analysis and recommendations which includes:

- Introduction
- List of Design Assumptions
- Existing and Proposed System Description
- Conclusion stating the overall findings of the analysis
- Appendix (Supporting Data and Calculations)

MEETINGS

The following is a list of meetings we anticipate will be required for the approval of the Sewer Basin Analysis.

- (1) Meeting with City staff to review and discuss design criteria and existing system information.
- (1) Meeting with City staff to discuss the Sewer Basin development and results of the analysis.

DELIVERABLES

Deliverables for the project will include:

- Three (3) copies of the technical memorandum

SCHEDULE

We will complete the services for Task 2-3 within 14 calendar days after completion of Task 1.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$15,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	\$73,000	-	\$73,000
Task 2 – Alignment Study	\$106,000	-	\$106,000
Task 3 – Preliminary Design	\$469,200	-	\$469,200
Task 4 – Final Design	\$203,300	-	\$203,300
Task 5 – Construction Contract Documents	\$41,700	-	\$41,700
Task 6 – Bid Phase Services	\$30,500	-	\$30,500
Task 7 – Construction Phase Services	\$146,000	-	\$146,000

Amendment No. 1
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)

May 12, 2021

Task 8 – Record Drawings Preparation	\$35,100	-	\$35,100
Task 9 – Permitting	\$81,000	-	\$81,000
Task 10 – Survey and Easements	\$269,000	-	\$269,000
Task 11 – Easement Acquisition Services	\$747,900	-	\$747,900
Task 12 – Conflict Analysis	\$25,000	-	\$25,000
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$35,200	-	\$35,200
Task 14 – Lift Station Prelim/Final Design	\$104,300	-	\$104,300
Task 15 – Lift Station Bid Phase Services	\$6,300	-	\$6,300
Task 16 – Lift Station Const. Phase Services	\$22,800	-	\$22,800
Task 17 – Sewer Basin Planning	-	\$15,000	\$15,000
Totals:	\$2,396,300	\$15,000	\$2,411,300

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Title: _____

Title: John Atkins, Vice President

Date: _____

Date: _____

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam)**
 KHA No. **0610240xx**
 PM: **Chris Igo**

Task Budget Summary

No.	Task Name	Hours	Task 700		Task 888	Subtotal
			Labor	Expenses	Office Exp.	
100	Design Mgmt	248	\$ 54,000	\$ 16,500	\$ 2,500	\$ 73,000
200	Align Routing-Esmt ID	452	\$ 101,300		\$ 4,700	\$ 106,000
201	Prelim Design	1,478	\$ 334,400	\$ 119,400	\$ 15,400	\$ 469,200
202	Final Design	873	\$ 194,300		\$ 9,000	\$ 203,300
203	Contract Docs	200	\$ 39,800		\$ 1,900	\$ 41,700
204	Bidding Services	131	\$ 29,100		\$ 1,400	\$ 30,500
205	CCA	607	\$ 136,900	\$ 2,800	\$ 6,300	\$ 146,000
206	Record Drawings	158	\$ 33,500		\$ 1,600	\$ 35,100
207	Permitting	345	\$ 77,400		\$ 3,600	\$ 81,000
208	Survey and Easements	1,014	\$ 188,600	\$ 71,700	\$ 8,700	\$ 269,000
209	Easement Acquisition	180	\$ 41,900	\$ 704,000	\$ 2,000	\$ 747,900
210	Conflict Analysis	106	\$ 23,900		\$ 1,100	\$ 25,000
213	LS PER	155	\$ 33,600		\$ 1,600	\$ 35,200
214	LS Prelim and Final Desi	386	\$ 84,900	\$ 15,400	\$ 4,000	\$ 104,300
215	LS Bidding	26	\$ 6,000		\$ 300	\$ 6,300
216	LS CCA	81	\$ 16,500	\$ 5,500	\$ 800	\$ 22,800
217	Sewer Basin Planning	61	\$ 14,000	\$ 300	\$ 700	\$ 15,000
777	Contingency				\$ -	
TOTALS:		6,501	\$ 1,410,100	\$ 935,600	\$ 65,600	\$ 2,411,300

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal

Project Budget Summary	
Labor:	\$ 1,410,100
Expenses:	\$ 1,001,200
TOTAL:	\$ 2,411,300

Water		
CSJ 090	Kimley Horn Contract	\$470,020
	City Staff Time	\$252,836
CSJ 087	Kimley Horn Contract	\$572,112
	City Staff Time	\$307,753
CSJ 074	Kimley Horn Contract	\$708,898
	City Staff Time	\$381,335
Wastewater		
CSJ 090	Kimley Horn Contract	\$387,075
	City Staff Time	\$208,217
CSJ 087	Kimley Horn Contract	\$245,742
	City Staff Time	\$132,191
CSJ 074	Kimley Horn Contract	\$27,454
	City Staff Time	\$14,768
	Kimley Horn Contract Subtotal	\$2,411,300
	City Staff Time Subtotal	\$1,297,100
	Engineering and City Staff Time Total (Shown as a percentage of construction)	\$3,708,400

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **334,400**
 Expenses: \$ **119,400**
 Allocation: \$ **15,400**
TOTAL: \$ 469,200

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II					Senior Professional I					Professional					Subtotal	(Hrs)	Expenses (\$)
		P8	P7	P5	P3	B5													
a) Preliminary Design																			
i) Field Verification			16	16	16												48		
ii) Prelim WL/SS/RC Layout				10	10												20		
iii) Prelim WL/SS/RC Plans																			
Cover Sheet				1	2												3		
Control Sheets (2)				2	4												6		
Overall WL Layout Sheet				1	6												7		
Overall SS Layout Sheet				1	6												7		
P&P (WL) ~ 40 sheets (.5/2/3/8)	20	80	120	320													540		
P&P (FM/SS) ~ 23 sheets (.5/2/4/8)	10	50	90	184													334		
iv) TCP			8	2	20												30		
v) Franchise Utility Coord				10	10												20		
vi) Gen Notes/Index/Legend				2	6												8		
vii) City Std Dtls				1	4												5		
viii) WL Connection Dtls				4	20												24		
ix) Prelim Tech Specs				4	20												24		
x) OPCC			2	4	30												36		
xi) deliverables			4	4	6												14		
xii) Meetings																			
(1) Kickoff Meeting			4	4	4												12		
(2) On-Site Meeting			8	8	8												24		
(3) Prelim Plan Review Meeting			4	4	5												13		
b) design survey		see survey & easements task																	
c) geotechnical engineering			2	4	8												14	\$ 43,000	
d) Subsurface Utility Engineering				2	4												6	\$ 22,000	
f) easement instruments (55)		See survey & easements task																	
																		\$ 35,500	
g) Tunnel/Bore Design			8	20	8												36		
h) Meter Vault Station Design			16	40	60												116	\$ 6,000	
i) PRV Vault Design			8	20	30												58	\$ 2,000	
2.5 NWP 12 Memo			10	10	40												60		
QC and Review with Client			1	1	10												12		
Submit to Client					1												1		

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **334,400**
 Expenses: \$ **119,400**
 Allocation: \$ **15,400**
TOTAL: \$ 469,200

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Level										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5									Subtotal
Subtotals:		30	221	385	842									1478	\$ 108,500

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **194,300**
 Expenses: \$ **-**
 Allocation: \$ **9,000**
 TOTAL: \$ **203,300**

Task Information

Number: **202**
 Name: **Final Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II						Senior Professional I				Professional I				Professional				Subtotal	(Hrs)	Expenses (\$)
		P8	P7	P5	P3	B5																
a) final design																						
i) incorporate city comments ~ 60 shts		20	60	120	300														500			
ii) OPCC (1 hour per sheet)			2	20	80														102			
iii) ECP & Dtls			4	8	40														52			
iv) Div 00 & 01			2	4	10														16			
v) Abandonment Sheets			2	10	20														32			
vi) Tech Specs			1	2	10														13			
vii) deliverables			2	4	10														16			
viii) City review meeting			4	4	4														12			
ix) Meter Station Design			10	30	60														100			
x) PRV Vault Design			4	6	20														30			
Subtotals:		20	91	208	554														873			
																			\$ -			

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **39,800**
 Expenses: \$ **-**
 Allocation: \$ **1,900**
TOTAL: \$ 41,700

Task Information

Number: **203**
 Name: **Contract Docs**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	N6								Subtotal	
i) Contract Docs															
Project Manual Revisions				4	16	60	20							100	
Bid Plan Revisions				4	16	60	20							100	
Subtotals:				8	32	120	40							200	\$ -

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **29,100**
 Expenses: \$ **-**
 Allocation: \$ **1,400**
TOTAL: \$ 30,500

Task Information

Number: **204**
 Name: **Bidding Services**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:								(Hrs)	Expenses (\$)				
		P8	P7	P5	P3	N6						Subtotal		
a) Bid Plan/Spec Deliverables				2	2							4		
b) Bid Assistance														
i) Addenda Prep			4	20	25								49	
ii) Question Responses			4	4	8								16	
iii) Bid Opening			4	4	4								12	
iv) Bid Tabulatoin				2		4							6	
v) Evaluatoin of bid results			2	2									4	
vi) Recommendation of award ltr				2	2								4	
c) conformance plans and specs			2	4	30								36	
Subtotals:			16	40	71	4							131	\$ -



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
Project: **IH-35 Utility Reloc (split to Milam**
KHA No: **0610240xx**
PM: **Chris Igo**

Task Effort Summary

Labor: \$ **33,500**
Expenses: \$ **-**
Allocation: \$ **1,600**
TOTAL: \$ **35,100**

Task Information

Number: **206**
Name: **Record Drawings**
Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Task Effort Summary									(Hrs)	Expenses (\$)	
		P8	P7	P5	P3	N6							
Record Drawings Prep			4	30	120	4						158	
Subtotals:			4	30	120	4						158	\$ -



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: City of Denton
Project: IH-35 Utility Reloc (split to Milam
KHA No: 0610240xx
PM: Chris Igo

Task Effort Summary

Labor: \$ 77,400
Expenses: \$ -
Allocation: \$ 3,600
TOTAL: \$ 81,000

Task Information

Number: 207
Name: Permitting
Task Mgr:

Task Description and Budgeting

Table with columns for Task Descriptions, GLC, P8, P7, P5, P3, B5, (Hrs), and Expenses (\$). Includes rows for 'a) TxDOT UIR Permit', 'b) Coordinate Utility Agreement w/TxDOT', and 'c) Franchise Utility Coordination', ending with a Subtotals row.

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **188,600**
 Expenses: \$ **71,700**
 Allocation: \$ **8,700**
TOTAL: \$ 269,000

Task Information

Number: **208**
 Name: **Survey and Easements**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation										(Hrs)	Expenses (\$)			
		P8	P7	P5	CO4	B5	Senior Professional II	Senior Professional I	Senior Professional I	Senior Tech Support	Professional			Subtotal		
Schematic Property Research				25	50										75	
Topographic Survey				120	333										453	\$ 65,100
Easements (55)				80	376										456	
Coordinate ROEs				22	8										30	
Subtotals:														1014	\$ 65,100	

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **41,900**
 Expenses: \$ **704,000**
 Allocation: \$ **2,000**
TOTAL: \$ 747,900

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Staff										(Hrs)	Expenses (\$)																																						
		P8	P7	P5	P3	B5									Subtotal																																				
Property Acquisition Subconsultant																																																			
Right of Entries (55)																\$ 44,000																																			
Title and Closing Services (55)																\$ 27,500																																			
Negotiation Services (55)																\$ 247,500																																			
Appraisal Service (Land Only) (40)																\$ 171,000																																			
Appraisal Service (Improved Property) (15)																\$ 62,000																																			
Appraisal Review (55)																\$ 88,000																																			
Sub Coordination			20	100	60										180																																				
<table border="1"> <thead> <tr> <th>CobbFendley Service Items</th> <th>Anticipated Units/Parcels</th> <th>Unit/Parcel Rate</th> <th>Fee Amount</th> </tr> </thead> <tbody> <tr> <td>Right-of-Entries</td> <td>55</td> <td>\$880.00</td> <td>\$48,400.00</td> </tr> <tr> <td>Title and Closing Services</td> <td>55</td> <td>\$550.00</td> <td>\$30,250.00</td> </tr> <tr> <td>Negotiation Services</td> <td>55</td> <td>\$4,950.00</td> <td>\$272,250.00</td> </tr> <tr> <td>Appraisal Service (Land Only)</td> <td>45</td> <td>\$4,180.00</td> <td>\$188,100.00</td> </tr> <tr> <td>Appraisal Service (Improved Property)</td> <td>10</td> <td>\$6,820.00</td> <td>\$68,200.00</td> </tr> <tr> <td>Appraisal Review Services</td> <td>55</td> <td>\$1,760.00</td> <td>\$96,800.00</td> </tr> <tr> <td>Engineer Assistance</td> <td>170.5</td> <td>\$257.50</td> <td>\$43,900.00</td> </tr> <tr> <td>TOTAL SERVICES FEE</td> <td></td> <td></td> <td>\$747,900.00</td> </tr> </tbody> </table>																CobbFendley Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount	Right-of-Entries	55	\$880.00	\$48,400.00	Title and Closing Services	55	\$550.00	\$30,250.00	Negotiation Services	55	\$4,950.00	\$272,250.00	Appraisal Service (Land Only)	45	\$4,180.00	\$188,100.00	Appraisal Service (Improved Property)	10	\$6,820.00	\$68,200.00	Appraisal Review Services	55	\$1,760.00	\$96,800.00	Engineer Assistance	170.5	\$257.50	\$43,900.00	TOTAL SERVICES FEE			\$747,900.00
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TOTAL SERVICES FEE			\$747,900.00																																																
Subtotals:			20	100	60										180	\$ 640,000																																			

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **84,900**
 Expenses: \$ **15,400**
 Allocation: \$ **4,000**
TOTAL: \$ 104,300

Task Information

Number: **214**
 Name: **LS Prelim and Final Desi**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation								(Hrs)	Expenses (\$)
		P7	P5	P3	B5						
Lift Station Prelim Design (for (2) LS, 100 gpm and 250 gpm)											\$ 4,000
2.2 Prelim Design Considerations											
Site Layout meeting with Client											
Meeting prep		4	4	16						24	
Attend meeting		8	8							16	
Document meeting results		4	4	16						24	
2.3 Prelim Design (Site Civil)											
Site visit - field verify survey and SUE			4	8						12	
LS site plan											
General sheets (2), cover, gen notes			4	10						14	
Dimension Control sheet (1)			4	6						10	
LS site plan sheet (1)			4	20						24	
LS grading plan sheet (1)			4	10						14	
LS details sheet (1) pumps and piping			4	16						20	
Ex LS Demolition sheet (1)			4	4						8	
Ex LS Site grading sheet (1)			4	20						24	
2.4 Sub Coordination - Electrical			4	4						8	\$ 10,000
Lift Station Final Design											
3.1 Plan and Tech Spec											
Civil plans											
General sheets (2), cover, gen notes			2	4						6	
Dimension Control sheet (1)				2	2					4	
LS site plan sheet (1)		2	2	4						8	
LS grading plan sheet (1)			2	6						8	
LS details sheet (1) pumps and piping		2	10	20						32	
LS fence and gate details			3	10						13	
LS details sheets (2) Structural			10	20						30	
LS, Valve Vt, Meter Vt, Gen Pad, Transformer Pad, Odor Control Pad											
Erosion Control sheet (1)			2	2						4	
Ex LS Demolition sheet (1)			2	2						4	
Ex LS Site grading sheet (1)			2	2						4	
Technical Specs											
Division 02 Site Work (13 specs)			12	18	7					37	
Division 09 Finishes (2 specs)			2	4						6	
Division 11 Equipment (2 specs)			10	10						20	
Division 13 Instrumentation (4 specs)											
Coordination with Elect Sub			4	2						6	
Division 16 Electrical (12 specs)											
Coordination with Elect Sub			4	2						6	

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **84,900**
 Expenses: \$ **15,400**
 Allocation: \$ **4,000**
TOTAL: \$ 104,300

Task Information

Number: **214**
 Name: **LS Prelim and Final Desi**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I										(Hrs)	Expenses (\$)
		P7	P5	P3	B5								
Subtotals:		20	121	238	7							386	\$ 14,000

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **16,500**
 Expenses: \$ **5,500**
 Allocation: \$ **800**
TOTAL: \$ 22,800

Task Information

Number: **216**
 Name: **LS CCA**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	<div style="display: flex; justify-content: space-around;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Senior Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Senior Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">Subtotal</div> </div>										(Hrs)	Expenses (\$)				
		P7	P5	P3													
a) shop drawings (assume 20)	2	10	10	20											42		
b) pump startup			5	5											10		
d) final walkthrough and punch list			3	3											6		
Plan/Spec Interpretation - RFIs 4, 2hr ea	2	2	4	8											16		
2.4 Sub Coordination - Electrical			2		5										7	\$ 4,000	
																\$ 1,000	
Subtotals:																81	\$ 5,000

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **14,000**
 Expenses: \$ **300**
 Allocation: \$ **700**
TOTAL: \$ 15,000

Task Information

Number: **217**
 Name: **Sewer Basin Planning**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I						Senior Professional II						Professional						Subtotal		
		P7	P5	P3				P7	P5	P3				P7	P5	P3				(Hrs)	Expenses (\$)	
Pre-Design		2	10	19																31		
Draft Memo		2	10	4																16		
Final Memorandum		1	10	3																14	\$ 200	
Subtotals:		5	30	26																61	\$ 200	

Hourly Fee Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

B	ANALYST	115.00
B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00

Effective September 2020 and subject to revision.

3rd Party Inspection Services

Raba Kistner

ORDINANCE NO. 23-1486

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RABA KISTNER, INC., FOR CONSTRUCTION INSPECTION SERVICES FOR THE RELOCATION OF WATER AND WASTEWATER UTILITIES ALONG I-35 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FREEWAY WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7894-004 – PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES AWARDED TO RABA KISTNER, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,050,000.00).

WHEREAS, on March 22, 2022, the City Council approved a pre-qualified professional services list for construction inspection and construction management services for various Capital Investment Projects within the City of Denton (Ordinance 22-523), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Raba Kistner, Inc., for construction inspection services for the relocation of water and wastewater utilities along I-35 in support of the Texas Department of Transportation Freeway widening project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

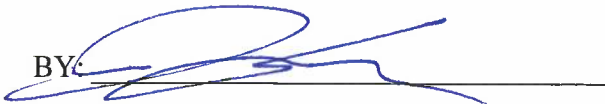
The motion to approve this ordinance was made by Brian Beck and seconded by Paul Meltzer. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Holland, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Watts, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 15th day of August, 2023.



GERARD HUDSPETH, MAYOR

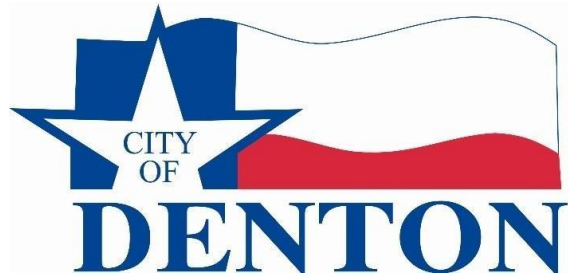
ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: 
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityof
denton.com, c=US
Date: 2023.07.26 16:14:13
-05'00'



DocuSign City Council Transmittal Coversheet

PSA	7894-004
File Name	Inspection Services for I-35 Utility Relocations
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1486

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Raba Kistner, Inc., with its corporate office at PO Box 690287, San Antonio, TX 78269 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Construction Inspection Services for I-35 Utility Relocations Projects (the "PROJECT").

SECTION 1 **Scope of Services**

- A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$1,050,000** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the

construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

- g. Any deductible or self-insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
 - b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
 - b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
 - c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be

changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services, Compensation, and Project Schedule
- Attachment B – Conflict of Interest Questionnaire

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

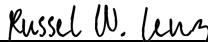
Duly executed by each party's designated representative to be effective on 08/15/2023.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:

 Sara Hensley, City Manager

BY:
ENGINEER
RABA KISTNER, INC.

DocuSigned by:
 Russel W. Lenz
 Authorized Signor

Title: President & COO

2023-1049342

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Traci Crain
7B468FAD71BC4F2...
Signature

Director of Capital Projects
Title

Engineering / Capital Projects
Department

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
BY: *Jesus Salazar*
2437C77B897541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: *Marcella Lunn*
4B070831B4AA438...

Attachment A

June 30, 2023

Proposed scope and pricing for City of Denton Inspection Contract, RFQ 7894-004

RABA KISTNER (RK) is pleased to submit our proposed pricing to provide the Construction Inspection Services for the City of Denton's I-35 Utility Relocation (Water/Wastewater) project.

I. PROJECT DESCRIPTION

The I-35 Utility Relocation Projects from the merge to Milam Road. The Scope of Work is to cover the Construction Administration Services including inspection. This Scope of Work is intended for the City to comply with Local Transportation Project Advance Funding Agreement, whereby the City has the responsibilities for the construction of the Project.

II. GENERAL REQUIREMENTS

Raba Kistner will provide the following services (if required):

Task A. - Utility Coordination

- Assist the City in the franchise utility coordination efforts during the preconstruction and construction phases.
- Prepare and maintain a list of potential franchise utility conflicts.
- Monitor each utility company's relocation efforts and schedule during the preconstruction and construction phases.
- Answer questions from the utility owners and attend monthly utility coordination meetings, including any project specific utility coordination meetings as necessary.
- Verify that the utility installations are in the locations per their designs and permits.

Task B. - Plan Constructability Review

- Review the plans for constructability and provide comments to the City with recommendations for improvement and cost saving measures (If needed).

Task C. - Project Inspections

Pre-Construction Phase

- Document the pre-construction conditions.
- Review the project plans and contract documents.

- Notify the City of any omissions, overages or under runs of the bid items.
- Attend the required pre-construction meeting with the contractor and with the public.

Construction Phase

- Verify that the project is built according to the plans and specifications, and all contract documents.
- Inspect contractor's work for adherence to the project's plans and specifications.
- Complete all fields in Procore, unless otherwise directed by the City' Staff.
- Perform inspections and review the construction of the Project to monitor compliance with the PS&E and document construction activities using daily reports, journal, logs, or other, as necessary.
- Verify all the specifications and special provision requirements are met for inspected items of work, such as, materials, construction, and measurements.
- Inspector shall attend any meetings required by the City to discuss specifications and action plans with regards to the pertinent bid items, e.g., Pre-Con meetings, Safety meetings, construction meetings etc.
- Coordinate with the City's Project Manager, to compare actual construction status with the Contractor's monthly update. Verify accuracy of the schedule, actual start dates, actual finish dates, and percent complete or remaining duration. Review the monthly Daily Work Reports (DWR).
- Perform SWP3 inspections in accordance with the frequency required by the City.
- Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Report any issues with the contractor or citizens to City staff.
- Maintain red-line drawings of project to document field changes during construction.
- Maintain daily log record of project.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide weekly pictures of construction progress to be transmitted to City with monthly construction estimate.
- Monitor the effects of weather (calendar-day projects) and other non-excusable impacts on the schedule and provide means to separate these from excusable impacts.
- Prepare pay estimates and quantities to be field verified with the contractor.
- Provide report of any accidents or incidents that occur in the Project area.

Post-Construction Phase

- Perform preliminary walk through with contractor to create punch-list of corrections.
- Ensure that all work required of the contractor has been completed.
- Schedule, attend and participate in the final inspection with City staff and the contractor.
- Prepare close-out documents required by the City.

We are proposing our Senior Inspector, William "Bill" Mason based on full time, during normal work hours (40+ hrs. /week) for the above referenced project with a tentative start date beginning upon the effective date of the contract. Normal work hours are defined as Monday through Friday, 7:30 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day. Following are the fee summary rates to provide the required services for the referenced project are:

<u>Inspector III (10-15)</u>	<u>\$95.00 /hr</u>
<u>Inspector IV (15-20)</u>	<u>\$110.00 /hr</u>
<u>Inspector V (20-25)</u>	<u>\$128.72 /hr</u>
<u>Field Engineer/EIT</u>	<u>\$144.21 /hr</u>
<u>Professional Engineer</u>	<u>\$193.25 /hr</u>
<u>Administrative Assistant</u>	<u>\$72.50 /hr</u>
<u>Project Manager</u>	<u>\$202.75 /hr</u>
<u>Project Principal</u>	<u>\$281.75 /hr</u>
Vehicle Travel Charges from our office to the project.....	\$0.65 /mile

Thank you for allowing **RK** the opportunity to submit our proposal, we are excited and looking forward to receiving our first task order or work agreement for providing construction inspection services for the city of Denton. If you have any questions concerning this proposal or need any additional information, please do not hesitate to contact me at tony.bokaie@rkci.com or call me at (214) 906-4430.

Very truly yours,

RABA KISTNER

Tony Bokaie, P.E., MSCE
North Texas Transportation Service line Manager

Easement cost

City of Denton I-35 (from I-35 merge/split to Milam) W/WW Easements Appraisal

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
			Permanent	Permanent	Temporary Construction Easement	Temporary Construction Easement	Permanent + Temporary Construction Easement + Title Policy Fee									
CSJ-074																
754965	1	BLUE BEACON INTERNAIONAL INC	818	20	16,359	\$1.30	\$21,267.00						\$317.00	\$21,584.00	\$21,584.00	\$0.00
179418, 36795, 37692, 632459	2	CATDENTON 35 SIX INC	9149	20	182,976	\$1.50	\$274,464.00						\$321.00	\$274,785.00	\$137,392.50	\$137,392.50
37353, 37076	8/8A	CATDENTON 35 INC	6203	20	124,051	\$1.35	\$167,469.00						\$321.00	\$167,790.00	\$83,895.00	\$83,895.00
297205	11	NDMAC LTD	2373	20	47,460	\$1.26	\$59,941.00						\$589.00	\$60,530.00	\$60,530.00	\$0.00
135315	14	MUSKET CORP #217	966	20	19,325	\$1.65	\$31,886.00						\$390.00	\$32,276.00	\$32,276.00	\$0.00
37070	16	CRAWFORD, KURT WILLIAM TR OF THE CRAWFORD	768	20	15,352	\$2.81	\$43,177.50						\$471.00	\$43,648.50	\$43,648.50	\$0.00
Total																
CSJ 074	Combined Total		20276	20	405,523	\$20.00	\$598,205	0	20	-	\$5.00	\$0	\$2,409			

Attachment “B” Accounting Method

Not Applicable

Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

Not Applicable

Estimated Start Date (mm/dd/yyyy): 09/11/2023, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 200

Estimated Completion Date (mm/dd/yyyy): 03/29/2024

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment “D” Statement Covering Contract Work

Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use a consultant contract (verification of fee schedule is required).
- TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

Not Applicable

- Utility Joint Use Agreement (ROW-U-JUA)
 - Plans with joint use area highlighted are included.

- RULIS Permit Number: DAL20230112140252 and DAL20230112135929
 - The utility should obtain an approved permit before the start of construction inside of the highway right of way.

- Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Not Applicable

Eligibility Ratio established: _____ %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- Toll Road (Minimum of 50%)
- SP2125 Approved Application (100%)
Minute Order #: _____
- Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Attachment "G" Betterment Calculation and Estimate

Not Applicable

- Elective Betterment Ratio established: _____ %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide explanation below)

- Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

Attachment “H” Proof of Property Interest

Not Applicable

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest is documented through applicable affidavits and required attachments.

ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

SP2125

Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

ORDINANCE NO. 23-1272

AN ORDINANCE APPROVING A WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON (“CITY”) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD (“UTILITY RELOCATIONS PROJECT (TXDOT CSJ# 0195-02-074), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AND DELIVER THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$8,071,662.47 FOR WATER AND WASTEWATER UTILITY RELOCATION EFFORTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the I-35 E From US 380 to Milam Road Utility Relocation Project (“Utility Relocation Project”);

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within the Denton city limits in anticipation of the TxDOT’s I-35E Widening project with a current project letting schedule of September 2023; and

WHEREAS, the proposed Utility Relocation Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the City as indicated in the following statement of work:

- 1) CSJ 074 Water Line: Install approximately 12,643 LF of 20” HDPE, 279 LF of 12” PVC, longitudinal to IH35 from IH35 Sta 2230+71 to IH35 Sta 2360+33. Install approximately 1,142 LF of 30" steel casing, longitudinal to IH35 with two Crossings of Barthold Rd and Hwy 77 at I-35 ML Sta 2237+09 and Sta 2230+71. Approximately 14,313 LF of 16”, 919 LF of 12”, 188 LF of 8”, and 50 LF of 6”, water line in easement that is in conflict with right-of-way expansion and pavement is to be abandoned.
- 2) CSJ 074 Wastewater: abandon 12,214 LF of 4” wastewater in conflict with pavement & right- of-way; and

WHEREAS, the City of Denton is responsible for relocating the City’s utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, in an effort to meet TxDOT’s anticipated roadway construction schedule, the City’s Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT’s recently expanded right-of-way between US-380 and Milam Rd; and

WHEREAS, the TxDOT will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation; and

WHEREAS, TxDOT, upon receipt of evidence it deems sufficient, acknowledges the City's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work; and

WHEREAS, TxDOT will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement.

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in the amount of expenditure of funds in the amount of Eight Million, Seventy-one Thousand, Six Hundred Sixty-two and 47/100 Dollars (\$8,071,662.47) for the I-35 E From US 380 to Milam Road Utility Relocation Project in the City and County of Denton.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreement No. U00017637, a copy of which is attached hereto as Exhibits " A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

SECTION 5. That this ordinance shall become effective immediately upon its passage and approval.

[Signatures to appear on the following page]

The motion to approve this ordinance was made by Brian Beck and seconded by Brandon Chase McGee. The ordinance was passed and approved by the following vote [6 - 0]:

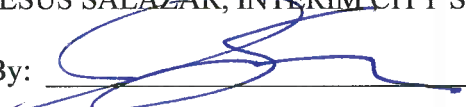
	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Holland, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Watts, At Large Place 6:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PASSED AND APPROVED this the 18th day of July, 2023.

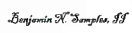


 GERARD HUDSPETH, MAYOR

ATTEST:
 JESUS SALAZAR, INTERIM CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

By: 





4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

July 28, 2023

Mr. Sarah Hensley, City Manager
City of Denton
1659 Spencer Rd.
Denton, TX 76205

RE: Approved Standard Utility Agreement – Utility ID U00017637

City of Denton
IH 35 Project from: US 77 North of Denton to: Cooke County Line
RCSJ: 0195-02-079 / CCSJ: 0195-02-074
Federal Project Number: NH 2020 (576)
Denton County

Dear Ms. Hensley,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment "A")
3. Accounting Method (Attachment "B")
4. Schedule of Work (Attachment "C")
5. Statement Covering Contract Work (Attachment "D")
6. Utility Joint Use Agreement/Utility Installation Review (Form ROW-U-JUA) (Attachment "E")
7. Eligibility Ratio (Attachment "F")
8. Betterment Calculation and Estimate (Attachment "G")
9. Proof of Property Interest (Attachment "H")

Also attached are the specifications for utility construction including: General Utility Installations, Water and Sanitary Sewer Lines, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications, "Buy America" guidelines, and a copy of Form 1818.

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. This utility adjustment consists of relocating approximately 12,643 LF of 20" HDPE, 279 LF of 12" PVC, longitudinal to IH 35 from IH 35 STA 2230+71 to IH 35 STA 2360+33; 1,142 LF of 30" steel casing, longitudinal to IH 35 with two crossings of Barthold Road and Highway 77 at IH 35 STA 2237+09 and STA 2230+71. This project includes 12,214 LF of 4" wastewater to be abandoned, in addition to 14,313 LF of 16", 919 LF of 12", 188 LF 8", and 50 LF of 5" water line to be abandoned in an easement that is in conflict with the ROW expansion and pavement. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

The City of Denton has submitted a calculated total estimated cost for this adjustment of \$8,071,662.47. The replacement is all in kind with no betterment dollar value. There is no elective betterment or declared salvage credit associated with this plan of adjustment.

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid Interstate projects. Based upon linear footage of the existing facilities, in private easement, an eligibility ratio of 100% has been established (see Attachment "F" for calculations).

"Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

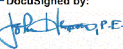
1. Highway Name - RCSJ 0195-02-079 - City of Denton (ROWIS U# NA/Utility ID U00017637)
2. Starting and Ending Dates of Construction
3. If applicable, "Buy America" Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility's 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Amanda Miller, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item's supporting documentation included. The Utility Coordinator for this Area Office is Leonard Chapman (940) 230-5350.

Questions regarding this adjustment may be directed to Jose Olivares at (214) 319-6507.

Sincerely,

DocuSigned by:

CD610F6E0D584EF...

John Hudspeth, P.E.
Deputy District Engineer, Dallas District

Attachments

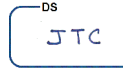
cc: Lesley Taylor

^{DS}


Darla Payberah, P.E.

^{DS}


Travis Campbell, P.E.

^{DS}


Amanda Miller P.E.

Sarah Hensley



Engineering
Surveying
Subsurface Utility Engineering
Construction Management

July 28, 2023

Darla Payberah
TxDOT – Dallas District Utility and Survey Supervisor
4777 E. Highway 80
Mesquite, Texas 76021
214-320-6648

Re: ROW CSJ 0195-02-074 IH 35 from US 77 to View Road, North of Denton Standard Utility Agreement Submittal

Subject: Standard Utility Agreements (SUA) for City of Denton (U00017637)

Dear Mrs. Payberah:

The City of Denton (the City) would like to submit this Standard Utility Agreements (SUA) for your approval. This SUA is for the adjustment of an existing water and wastewater facilities (U00017637) located in Denton, TX which are currently located completely within acquired TxDOT ROW, including a transmission water line that is in existing easement. The City has included the signed 2002 City Ordinance subsection 35.21.4 and was carried over to the most current 2019 Denton Development Code in subsection 7.6.7, requiring that all relocations be in an easement.

Relocation and abandonment/removal plans and the cost estimate is in Attachment A. All work under this Standard Utility Agreement has been solicited using a contractor selected during a competitive bid process advertised, selected, and approved by City. The 3 closest bid tabs are included. The estimated construction start date for the work this agreement is September 11, 2023. The relocations and abandonment and removals are expected to be completed by April 14, 2024. The City is providing an incentive to the Contractor to finish early and the Contractor plans to begin work on August 1. Prior to the underground work being performed, LTRA will inspect steel casing and ductile iron pipe (if selected) and confirm Form 1818 with MTR's are properly filled out and signed.

The relocations include relocating approximately 9,018 LF of existing water lines and 3,971 LF of existing gravity and force main wastewater lines. To complete all adjustments in 0195-02-074, the City of Denton's water relocation in this package are from IH 35 STA 2230+71 to STA 2360+33. This utility adjustment consists of relocating approximately 12,643 LF of 20" HDPE, 279 LF of 12" PVC, longitudinal to IH 35 from IH 35 STA 2230+71 to IH 35 STA 2360+33; 1,142 LF of 30" steel casing, longitudinal to IH 35. This project includes 12,214 LF of 4" wastewater to be abandoned, in addition to 14,313 LF of 16", 919 LF of 12", 188 LF 8", and 50 LF of 5" water line to be abandoned in an easement that is in conflict with the ROW expansion and pavement. The proposed water line terminates at a water vault to be constructed by the City of Denton and connected in the future by Upper Trinity Regional Water District (See U00013437). City relocations do not propose replacement of a 6" wastewater force main between US 77 and Milam Road.



Engineering
Surveying
Subsurface Utility Engineering
Construction Management

Proposed easements include a 30 FT water and wastewater easement from US 77 to Ganzer Road, a 40' water and wastewater easement south of Ganzer Road and a 20' water and wastewater easement between Ganzer Road and Milam Road.

This Utility Assembly includes all documents required by the TxDOT Dallas District based on review completed by appropriate representatives. Included in the scope of work is the placement of a total of IH 35 STATIONS are referenced on all relocations and the parcel numbers are included in the plans.

The Estimated Cost of the relocations in RCSJ 0195-03-074 is \$8,071,662.47 with no elective betterment. Attachment G is followed by a Forced Betterment letter clarifying that 20" HDPE is a City standard equivalent to 16" Ductile Iron pipe and should be utilize due to the shorter procurement time. A total in-kind estimate is included herein Attachment A after the plan and profiles. This relocation is completely within IH 35 ROW acquisition under this RCSJ.

We respectfully request your approval of these two SUA's as submitted. If you have any questions or require additional information, please contact me through the information provided below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Borsack", is written over a light blue horizontal line.

Peter Borsack, P.E., PMP
LTRA Senior Project Manager
pborsack@ltraengineers.com



Form ROW-U-35
(Rev. 10/20)
Page 1

STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00017637**

District: Dallas
Federal Project No.: NH2020(576)
ROW CSJ: 0195-02-079
Highway Project Letting Date: January 2024

County: Denton
Highway: IH35
From: US 77
To: Cooke County Line

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Denton, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: CSJ 074 Water Line: Install approximately 12,643 LF of 20" HDPE, 279 LF of 12" PVC, longitudinal to IH35 from IH35 Sta 2230+71 to IH35 Sta 2360+33. Install approximately 1,142 LF of 30" steel casing, longitudinal to IH35 with two Crossings of Barthold Rd and Hwy 77 at I-35 ML Sta 2237+09 and Sta 2230+71. Approximately 14,313 LF of 16", 919 LF of 12", 188 LF of 8", and 50 LF of 6", water line in easement that is in conflict with ROW expansion and pavement is to be abandoned. CSJ 074 Wastewater: abandon 12,214 LF of 4" wastewater in conflict with pavement & ROW; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

^{DS}
DP 7/31/2023

Initial Date
TxDOT

^{DS}
SH 7/31/2023

Initial Date
Utility

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");

DP	Accounting Method (Attachment "B");	SH
7/31/2023		7/31/2023
Initial	Date	Initial
TxDOT		Date
		Utility

- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).


All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.


This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

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

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.


 7/31/2023
 Initial Date
 TxDOT

 7/31/2023
 Initial Date
 Utility

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

UTILITY

Utility: City of Denton
Name of Utility

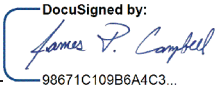
By: 
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

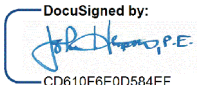
Date: 7/31/2023

EXECUTION RECOMMENDED:



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Director of TP&D (or designee), Dallas District


THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission 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 (or designee)

Date: 8/2/2023

 7/31/2023
Initial Date
TxDOT

 7/31/2023
Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

^{DS}
DP 7/31/2023
Initial Date
TxDOT

^{DS}
SH 7/31/2023
Initial Date
Utility

THE CITY OF DENTON, TEXAS PLANS FOR THE:

IH-35 UTILITY RELOCATIONS

FROM US-380 TO MILAM

IFB NO. 7968-003

~~TxDOT Project CCSJ 0195-03-087 & ROW CSJ 0195-03-091-
WATER AND WASTEWATER UTILITY ID# U00011547~~
**TxDOT Project CCSJ 0195-02-074 & ROW CSJ 0195-02-079
WATER AND WASTEWATER UTILITY ID# U00017367**



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- 2 - GENERAL NOTES I AND BENCHMARKS ← ADD TO SET
- 3 - PROJECT CONTROL AND BENCHMARKS
- 4 - PROPOSED SEWER LOCATION MAP
- 5 - PROPOSED SEWER LOCATION MAP
- 6 - UTILITY-ABANDONMENT (SHEET 1 OF 4)
- 7 - UTILITY-ABANDONMENT (SHEET 2 OF 4)
- 8 - UTILITY ABANDONMENT (SHEET 3 OF 4)
- 9 - UTILITY ABANDONMENT (SHEET 4 OF 4)

Water Sheets

- 10 - CSJ 087 - PROPOSED 12IN WL A STA 0+00 - END
- 11 - CSJ 087 - PROPOSED 8IN WL B STA 0+00 - END
- 12 - CSJ 087 - PROPOSED 12IN WL C STA 0+00 - 8+00
- 13 - CSJ 087 - PROPOSED 12IN WL D STA 0+00 - 8+00
- 14 - CSJ 087 - PROPOSED 12IN WL E STA 16+00 - 26+00
- 15 - CSJ 087 - PROPOSED 12IN WL F STA 26+00 - 36+00
- 16 - CSJ 087 - PROPOSED 12IN WL G STA 36+00 - 47+00
- 17 - CSJ 087 - PROPOSED 12IN WL H STA 47+00 - END
- 18 - CSJ 087 - PROPOSED 12IN WL I STA 0+00 - END
- 19 - CSJ 087 - PROPOSED 12IN WL J STA 0+00 - END
- 20 - CSJ 087 - PROPOSED 20IN WL K STA 0+00 - 9+00
- 21 - CSJ 087 - PROPOSED 20IN WL L STA 9+00 - 19+00
- 22 - CSJ 087 - PROPOSED 20IN WL M STA 19+00 - 24+00
- 23 - CSJ 087 - PROPOSED 20IN WL N STA 24+00 - 24+00
- 24 - CSJ 087 - PROPOSED 20IN WL O STA 10+00 - 10+00
- 25 - CSJ 074 - PROPOSED 20IN WL A STA 10+00 - 20+00
- 26 - CSJ 074 - PROPOSED 20IN WL A STA 20+00 - 30+00
- 27 - CSJ 074 - PROPOSED 20IN WL A STA 30+00 - 40+00
- 28 - CSJ 074 - PROPOSED 20IN WL A STA 40+00 - 50+00
- 29 - CSJ 074 - PROPOSED 20IN WL A STA 50+00 - 60+00
- 30 - CSJ 074 - PROPOSED 20IN WL A STA 60+00 - 70+00
- 31 - CSJ 074 - PROPOSED 20IN WL A STA 70+00 - 80+00
- 32 - CSJ 074 - PROPOSED 20IN WL A STA 80+00 - 90+00
- 33 - CSJ 074 - PROPOSED 20IN WL A STA 90+00 - 100+00
- 34 - CSJ 074 - PROPOSED 20IN WL A STA 100+00 - 110+00
- 35 - CSJ 074 - PROPOSED 20IN WL A STA 110+00 - 120+00
- 36 - CSJ 074 - PROPOSED 20IN WL A STA 120+00 - 128+50
- 37 - CSJ 087 - PROPOSED 8IN WL B STA 0+00 - 9+00
- 38 - CSJ 087 - PROPOSED 8IN WL C STA 0+00 - 9+00
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- 40 - CSJ 074 - PROPOSED METER VAULT (FEED TO SANGER)

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Sewer Sheets

- 47 - CSJ 087 - PROPOSED 8IN SS B STA 0+00 - 9+00
- 48 - CSJ 087 - PROPOSED 8IN SS B STA 9+00 - 9+00
- 49 - CSJ 087 - PROPOSED 12IN SS B STA 0+00 - 9+00
- 50 - CSJ 087 - PROPOSED 12IN SS B STA 9+00 - 16+50
- 51 - CSJ 087 - PROPOSED 12IN SS B STA 16+50 - END
- 52 - CSJ 087 - PROPOSED 8IN SS B STA 0+00 - END
- 53 - CSJ 087 - PROPOSED 8IN SS B STA 0+00 - END
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- 74 - PROPOSED SURFACE REPAIR (SHEET 4 OF 5)
- 75 - PROPOSED SURFACE REPAIR (SHEET 5 OF 5)

Traffic Control Plan

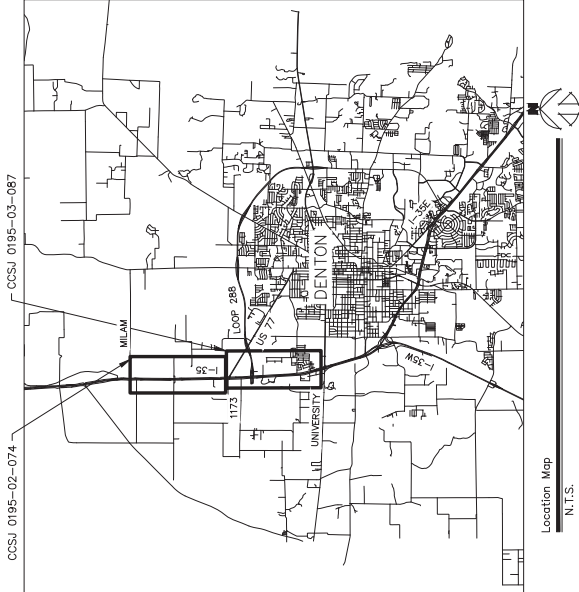
- 76 - TRAFFIC CONTROL PLAN - CONVENTIONAL ROAD SHOULDER WORK
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- E1 - ELECTRICAL PRESSURE REDUCING VAULT PLAN
- E2 - ELECTRICAL METER VAULT PLAN
- E3 - ELECTRICAL CONTROL DIAGRAM SHEET
- E4 - ELECTRICAL DETAILS SHEET 1
- E5 - ELECTRICAL DETAILS SHEET 2
- E6 - ELECTRICAL LEGEND SCHEDULES & NOTES

Structural Sheets

- S1 - PROPOSED STRUCTURAL VAULT SHEET



Location Map
N.T.S.

CITY OFFICIALS:

MAYOR..... GERARD HUDSPETH
COUNCIL MEMBERS:
DISTRICT 1..... VICKI BYRD
DISTRICT 2..... BRIAN BECK
DISTRICT 3..... JESSE DAVIS
DISTRICT 4.....
AT LARGE PLACE 5..... BRANDON MCGEE
AT LARGE PLACE 6..... CHRIS WATTS

DIRECTOR OF WATER AND
WASTEWATER UTILITIES
STEPHEN GAY

CITY ENGINEER
REBECCA DIVINEY, P.E.
PROJECT MANAGER,
SR. ENGINEER
KYLE PEDIGO
CAPITAL PROJECTS

TxDOT General Notes

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE TEXAS STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION ON THE MOST RECENT TxDOT DESIGN MANUAL REQUIREMENTS.
2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
Yuan, J

(CHRISTOPHER JCO, P.E. #120045)
*THE STANDARD TxDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070



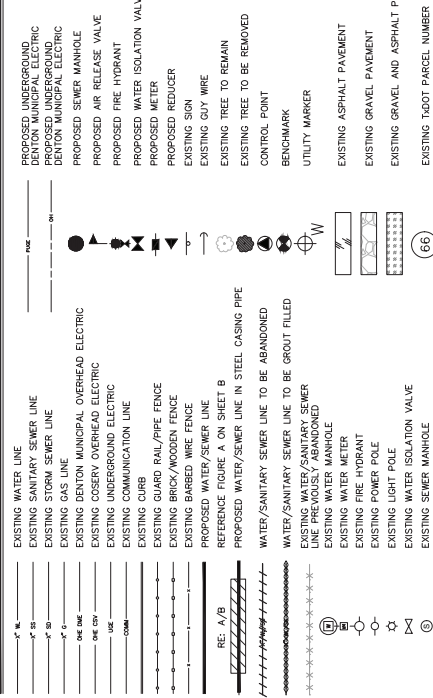
MAY 2023

No.	Revision	By	Date
1A	ISSUE FOR PERMIT SUBMITTAL	YUAN	5/10/2023

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER ABOVE OR BELOW GROUND, AND FOR PROTECTING THEM THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
- 2. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A TEMPORARY BYPASS WILL BE REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
- 3. THE CONTRACTOR SHALL REMOVE ALL DEBRIS INTERFERING WITH CONSTRUCTION OPERATIONS WITHIN THE EASEMENT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THIS WORK AND SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS.
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LEGEND:



- 29. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A PERMANENT FINISH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THIS WORK AND SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS.
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- 55. THE CONTRACTOR SHALL REMOVE ALL DEBRIS INTERFERING WITH CONSTRUCTION OPERATIONS WITHIN THE EASEMENT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THIS WORK AND SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS.
- 56. THE CONTRACTOR SHALL REMOVE ALL DEBRIS INTERFERING WITH CONSTRUCTION OPERATIONS WITHIN THE EASEMENT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THIS WORK AND SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS.
- 57. THE CONTRACTOR SHALL REMOVE ALL DEBRIS INTERFERING WITH CONSTRUCTION OPERATIONS WITHIN THE EASEMENT LIMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THIS WORK AND SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS.

PROJECT SPECIFIC NOTES:

- 1. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE PERMANENT INSTALLATION OF THE UTILITY FACILITY. IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
- 2. THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS FOR SECURING OF CONNECTIONS TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
- 3. CONTRACTOR SHALL SEQUENCE WORK BY PRIORITIZING TxDOT CROSSINGS AND AVAILABLE LANDSEASMS. THIS WILL PRIMARY START WITH WA (79) AND PMA (87) INITIALLY. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF THEM SHALL BE MADE. IT WILL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
- 5. ALL OUTLETS, APPLICANCES AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
- 6. IF MORE IS THE PIPE MATERIAL SELECTED FOR THE 16" LINE, THIS WILL REQUIRE A MINORSE IN DIAMETER TO 20" DR11 HOPE. GATE VALVES/APPLICANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS. THEREFORE, REDUCERS WOULD BE REQUIRED TO THE INTO THE SIZES SHOWN.
- 7. CURBSHAW AND INITIAL THE FOLLOWING CROSSING CONNECTIONS TO THE SIA:
 - a. CORRUSION CONTROL SYSTEM INCLUDING 8-MIL V-BOND ENHANCED POLYETHYLENE
 - b. JOINT BONDING
 - c. JOINT ISOLATION AT CONNECTIONS TO EXISTING NON-PVC PIPELINES
 - d. ELECTRICAL ISOLATION AT CASSED CROSSINGS

TxDOT STANDARD NOTES

- 1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT CONTROL DEVICES.
- 2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
- 3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
- 4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE WILL BE NECESSARY TO MAINTAIN TRAFFIC CONTROL. ADDITIONAL PAYMENT FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THE COORDINATION.
- 5. ALL DISTURBED ROW MUST BE REVEGETATED WITH SOG AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
- 6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPAL INSPECTORS.
- 7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
- 8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TxDOT ROW AND THAT THE LENGTH OF ANY ENCASMENT UNDER THE ROADWAY SHALL BE SUFFICIENT TO PROTECT THE TxDOT ROW FROM DAMAGE TO TOP OF ROAD OR TO THE TxDOT ROW. THE TOP OF CASING FOR ALL SECTIONS AND BARRICADES SHALL BE MAINTAINED AT ALL TIMES.
- 9. CONTRACTOR SHALL MAINTAIN A 2' MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

GENERAL NOTES I

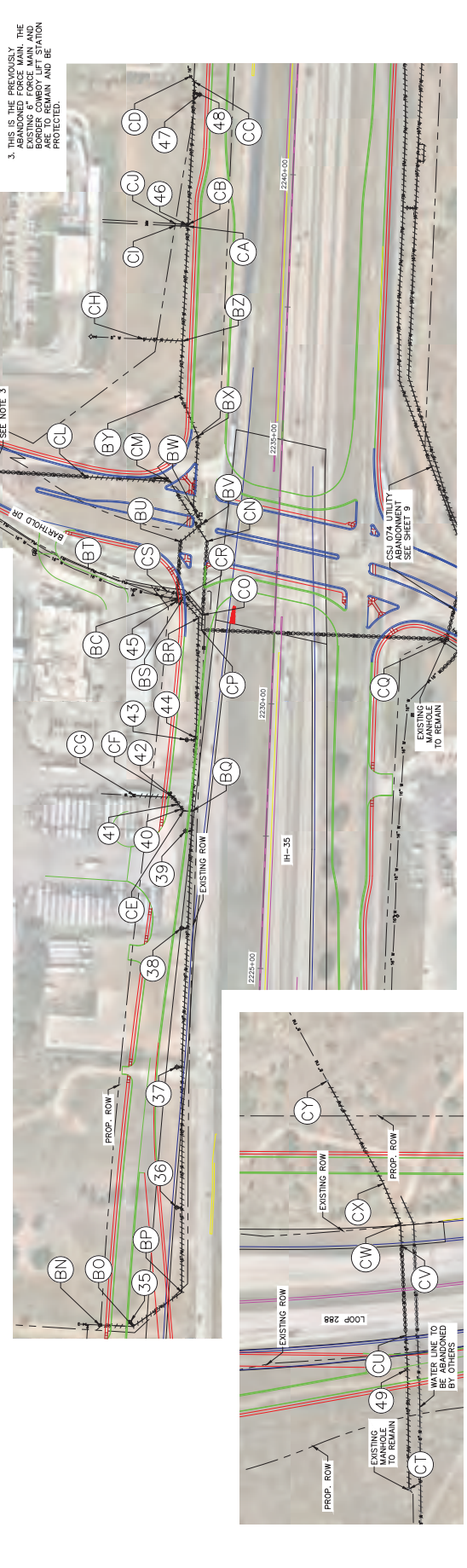
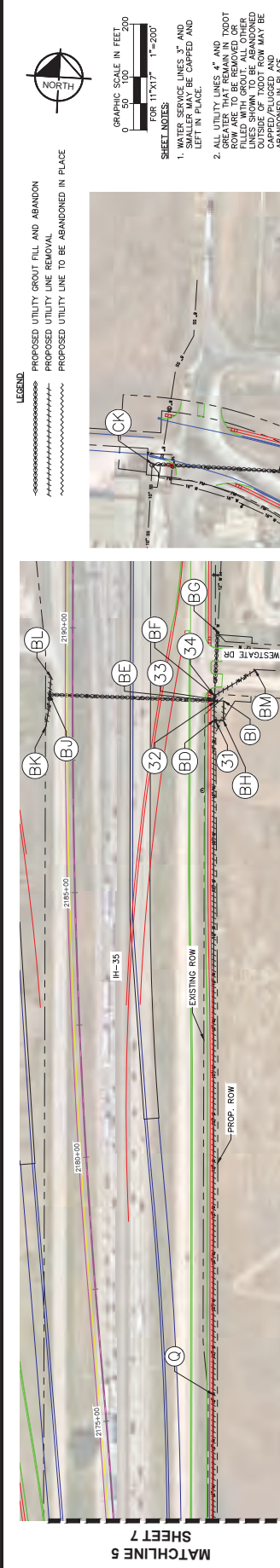
(FROM US-380 TO MILAM)

HI-36-UTILITY RELATIONS

GENERAL NOTES II

(FROM US-380 TO MILAM)

HI-36-UTILITY RELATIONS



LEGEND
 PROPOSED UTILITY GROUT FILL AND ABANDON
 PROPOSED UTILITY LINE REMOVAL
 PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

GRAPHIC SCALE IN FEET
 0 50 100 200
 FOR 11"x17" 1"=200'

SHEET NOTES
 1. WATER SERVICE LINES 3" AND 6" SHALL BE CAPPED AND LEFT IN PLACE.
 2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TODOT ROW ARE TO BE REMOVED OR ABANDONED. ALL UTILITY LINES SHOWN TO BE ABANDONED OUTSIDE OF TODOT ROW MAY BE ABANDONED IN PLACE.
 3. THIS IS THE PREVIOUSLY ABANDONED FORCE MAIN. THE EXISTING FORCE MAIN AND UTILITY ARE TO REMAIN AND BE PROTECTED.

WATER ABANDONMENT

Point #	Northing	Easting	Description
31	7141887.52	2373346.23	REMOVE 12" GATE VALVE
32	7141923.98	2373345.77	REMOVE 12" GATE VALVE
33	7141928.73	2373342.22	REMOVE 12" GATE VALVE
34	7141933.53	2373342.10	REMOVE 12" GATE VALVE
35	7144860.34	2372712.84	REMOVE FH AND 6" VALVE
36	7145091.22	2372786.98	REMOVE FH AND 6" VALVE
37	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
38	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
39	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
40	7145833.48	2372751.02	REMOVE 12" GATE VALVE
41	7145841.57	2372744.49	REMOVE WATER METER
42	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
43	7145963.34	2372752.76	REMOVE FH AND 6" VALVE
44	7145968.66	2372789.46	REMOVE 16" GATE VALVE
45	7146224.22	2372718.12	REMOVE FH AND 6" VALVE
46	7146934.05	2372898.15	REMOVE WATER METER CONNECTION
47	7147191.62	2372703.24	REMOVE FH AND 6" VALVE
48	7147196.27	2372692.55	REMOVE 16" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
49	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
50	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
51	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
52	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
53	7145833.48	2372751.02	REMOVE 12" GATE VALVE
54	7145841.57	2372744.49	REMOVE WATER METER
55	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
56	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
57	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
58	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
59	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
60	7145833.48	2372751.02	REMOVE 12" GATE VALVE
61	7145841.57	2372744.49	REMOVE WATER METER
62	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
63	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
64	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
65	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
66	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
67	7145833.48	2372751.02	REMOVE 12" GATE VALVE
68	7145841.57	2372744.49	REMOVE WATER METER
69	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
70	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
71	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
72	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
73	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
74	7145833.48	2372751.02	REMOVE 12" GATE VALVE
75	7145841.57	2372744.49	REMOVE WATER METER
76	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
77	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
78	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
79	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
80	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
81	7145833.48	2372751.02	REMOVE 12" GATE VALVE
82	7145841.57	2372744.49	REMOVE WATER METER
83	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
84	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
85	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
86	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
87	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
88	7145833.48	2372751.02	REMOVE 12" GATE VALVE
89	7145841.57	2372744.49	REMOVE WATER METER
90	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
91	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
92	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
93	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
94	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
95	7145833.48	2372751.02	REMOVE 12" GATE VALVE
96	7145841.57	2372744.49	REMOVE WATER METER
97	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
98	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
99	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
100	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
101	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
102	7145833.48	2372751.02	REMOVE 12" GATE VALVE
103	7145841.57	2372744.49	REMOVE WATER METER
104	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
105	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
106	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
107	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
108	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
109	7145833.48	2372751.02	REMOVE 12" GATE VALVE
110	7145841.57	2372744.49	REMOVE WATER METER
111	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
112	7145981.22	2372786.98	REMOVE FH AND 6" VALVE
113	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
114	7145606.51	2372764.49	REMOVE FH AND 6" VALVE
115	7145791.97	2372760.46	REMOVE FH AND 6" VALVE
116	7145833.48	2372751.02	REMOVE 12" GATE VALVE
117	7145841.57	2372744.49	REMOVE WATER METER
118	7145854.13	2372734.34	REMOVE 8" GATE VALVE

SANITARY SEWER LINE ABANDONMENT

Point #	Northing	Easting	Description
49	7143260.60	2374878.78	REMOVE SS MH

SANITARY SEWER LINE ABANDONMENT

Point #	Northing	Easting	Description
50	7143260.60	2374878.78	REMOVE SS MH

SANITARY SEWER LINE ABANDONMENT

Point #	Northing	Easting	Description
51	7143260.60	2374878.78	REMOVE SS MH

SANITARY SEWER LINE ABANDONMENT

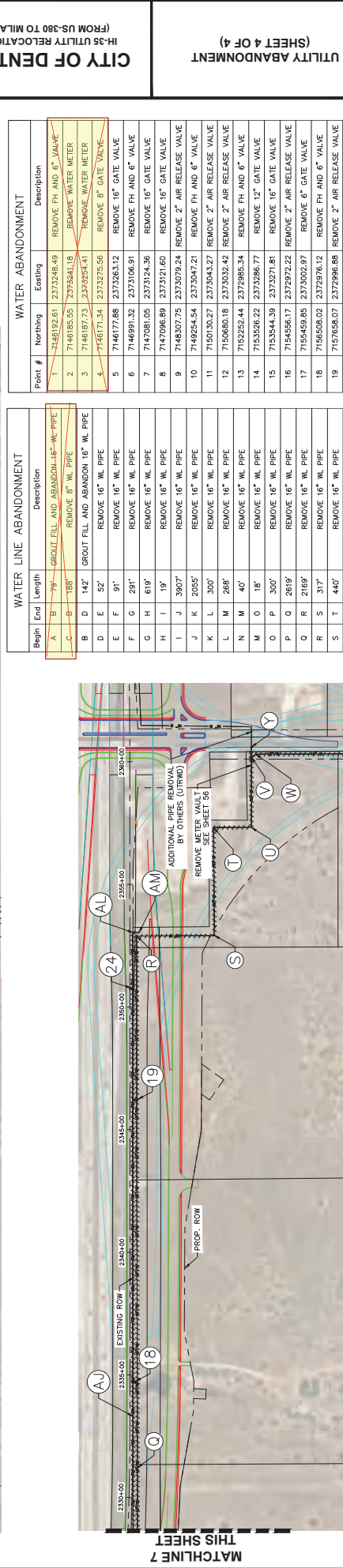
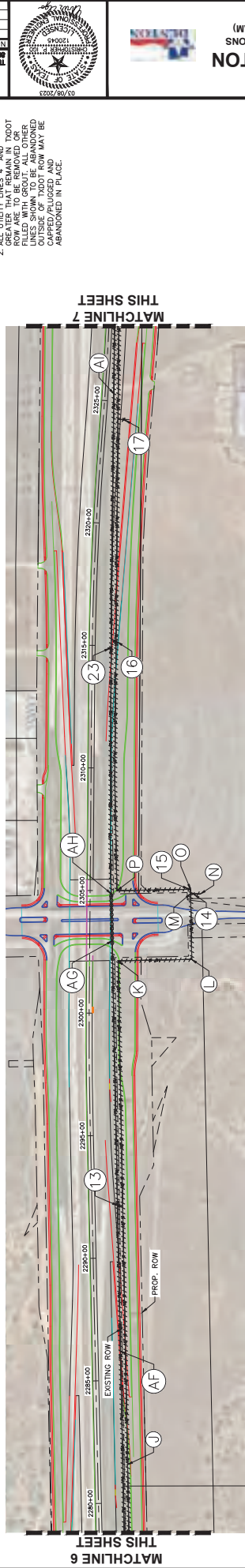
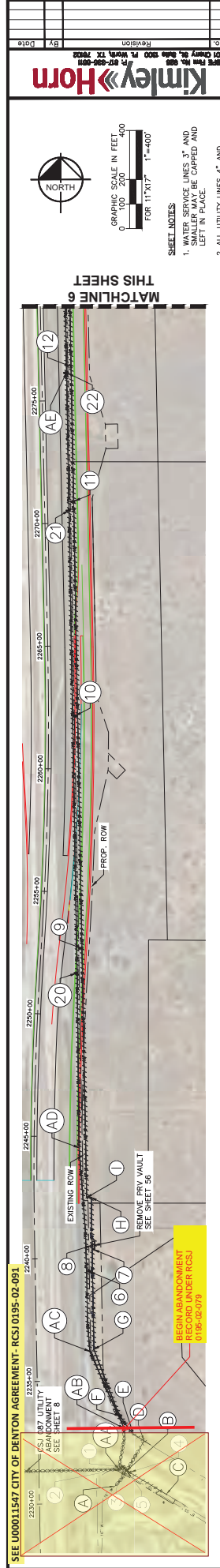
Point #	Northing	Easting	Description
52	7143260.60	2374878.78	REMOVE SS MH

SANITARY SEWER LINE ABANDONMENT

Point #	Northing	Easting	Description
53	7143260.60	2374878.78	REMOVE SS MH

SANITARY SEWER LINE ABANDONMENT

Point #	Northing	Easting	Description
54	7143260.60	2374878.78	REMOVE SS MH



WATER LINE ABANDONMENT		Description	
Begin	End	Length	Description
A	B	79'	GROUT FILL AND ABANDON 16" WL PIPE
B	C	185'	REMOVE 8" WL PIPE
C	D	142'	GROUT FILL AND ABANDON 16" WL PIPE
D	E	52'	REMOVE 16" WL PIPE
E	F	91'	REMOVE 16" WL PIPE
F	G	291'	REMOVE 16" WL PIPE
G	H	619'	REMOVE 16" WL PIPE
H	I	19'	REMOVE 16" WL PIPE
I	J	3907'	REMOVE 16" WL PIPE
J	K	2055'	REMOVE 16" WL PIPE
K	L	300'	REMOVE 16" WL PIPE
L	M	265'	REMOVE 16" WL PIPE
M	N	40'	REMOVE 16" WL PIPE
N	O	18'	REMOVE 16" WL PIPE
O	P	300'	REMOVE 16" WL PIPE
P	Q	2619'	REMOVE 16" WL PIPE
Q	R	317'	REMOVE 16" WL PIPE
R	S	440'	REMOVE 16" WL PIPE
S	T	155'	REMOVE 16" WL PIPE
T	U	285'	REMOVE 16" WL PIPE
U	V	21'	REMOVE 16" WL PIPE
V	W	919'	REMOVE 12" WL PIPE
W	X	40'	REMOVE 16" WL PIPE
X	Y	40'	REMOVE 16" WL PIPE

SANITARY SEWER LINE ABANDONMENT		Description	
Point #	Northing	Easting	Description
20	7148206.79	2375056.96	REMOVE 2" AIR RELEASE VALVE
21	7150094.98	2373027.32	REMOVE 2" AIR RELEASE VALVE
22	7150565.16	2373013.25	REMOVE 2" AIR RELEASE VALVE
23	7154529.05	2372981.34	REMOVE 2" AIR RELEASE VALVE
24	7158111.91	2372963.43	REMOVE 2" AIR RELEASE VALVE

THIS SHEET 6

MATCHLINE 6

THIS SHEET 7

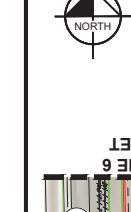
MATCHLINE 7

THIS SHEET 8

MATCHLINE 8

THIS SHEET 9

MATCHLINE 9



SHEET NOTES:

1. WATER SERVICE LINES 3" AND GREATER TO BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TROTT ROW ARE TO BE REMOVED OR LINES SHOWN TO BE ABANDONED OUTSIDE OF TROTT ROW MAY BE ABANDONED IN PLACE.

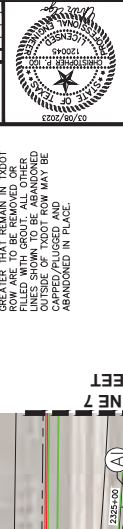
Kimley-Horn

1000011547 CITY OF DENTON UTILITY ABANDONMENT - RCSJ 0195-02-091

DATE: 03/09/2023

BY: [Signature]

REVISION: [Table]



CITY OF DENTON

HI-36 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

UTILITY ABANDONMENT (SHEET 4 OF 4)

WATER ABANDONMENT		Description	
Point #	Northing	Easting	Description
1	7146192.61	2373246.49	REMOVE FH AND 6" VALVE
2	7146185.95	2373241.18	REMOVE WATER METER
3	7146187.73	2373245.41	REMOVE WATER METER
4	7146171.34	2373275.56	REMOVE 8" GATE VALVE
5	7146177.88	2373263.12	REMOVE 16" GATE VALVE
6	7146991.32	2373106.91	REMOVE FH AND 6" VALVE
7	7147081.05	2373124.36	REMOVE 16" GATE VALVE
8	7147086.89	2373121.60	REMOVE 16" GATE VALVE
9	7148307.75	2373079.24	REMOVE 2" AIR RELEASE VALVE
10	7149254.54	2373047.21	REMOVE FH AND 6" VALVE
11	7150130.27	2373243.27	REMOVE 2" AIR RELEASE VALVE
12	7150680.18	2373032.42	REMOVE 2" AIR RELEASE VALVE
13	7152252.44	2372985.34	REMOVE FH AND 6" VALVE
14	7153526.22	2373286.77	REMOVE 12" GATE VALVE
15	7153544.39	2373271.81	REMOVE 16" GATE VALVE
16	7154556.17	2372972.22	REMOVE 2" AIR RELEASE VALVE
17	7155459.85	2373002.97	REMOVE 6" GATE VALVE
18	7156508.02	2372976.12	REMOVE FH AND 6" VALVE
19	7157658.07	2372986.88	REMOVE 2" AIR RELEASE VALVE

SANITARY SEWER LINE ABANDONMENT		Description	
Point #	Northing	Easting	Description
AA	7154529.05	2372981.34	GROUT FILL AND ABANDON 4" FM
AB	7154529.05	2372981.34	REMOVE 4" FM
AC	7154529.05	2372981.34	REMOVE 4" FM
AD	7154529.05	2372981.34	REMOVE 4" FM
AE	7154529.05	2372981.34	REMOVE 4" FM
AF	7154529.05	2372981.34	REMOVE 4" FM
AG	7154529.05	2372981.34	REMOVE 4" FM
AH	7154529.05	2372981.34	REMOVE 4" FM
AI	7154529.05	2372981.34	REMOVE 4" FM
AJ	7154529.05	2372981.34	REMOVE 4" FM
AK	7154529.05	2372981.34	REMOVE 4" FM
AL	7154529.05	2372981.34	REMOVE 4" FM

6

SHEET

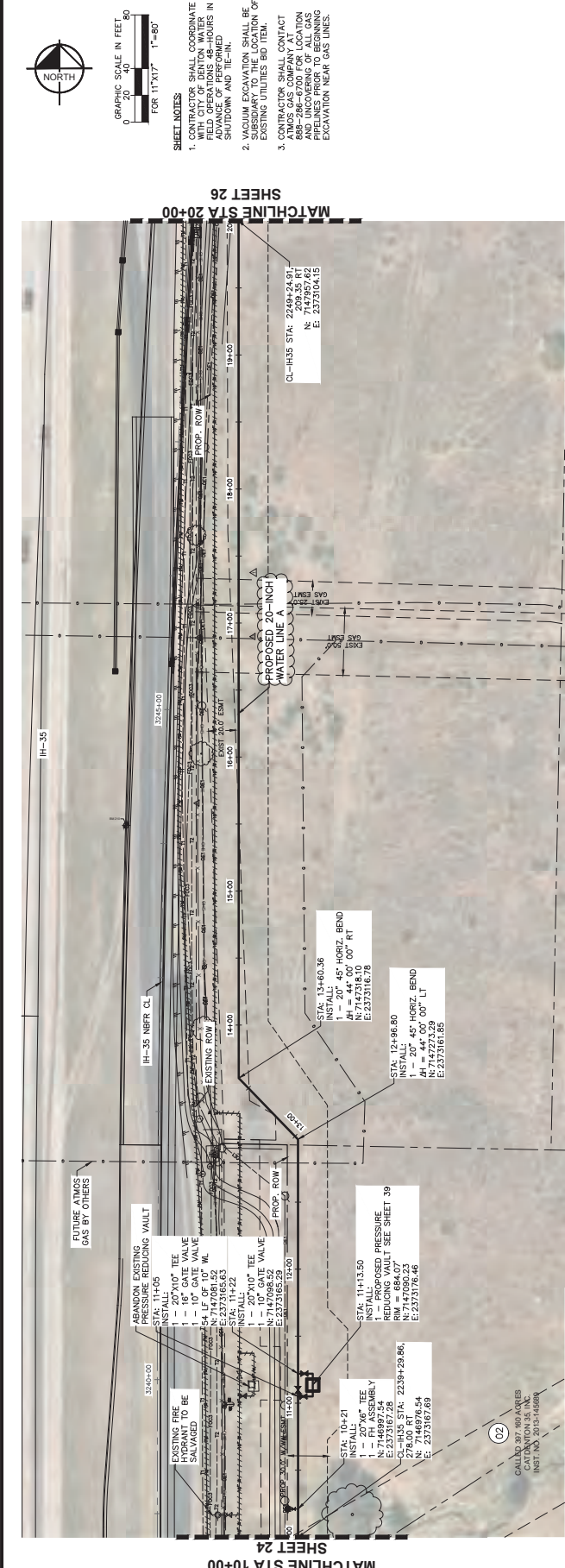
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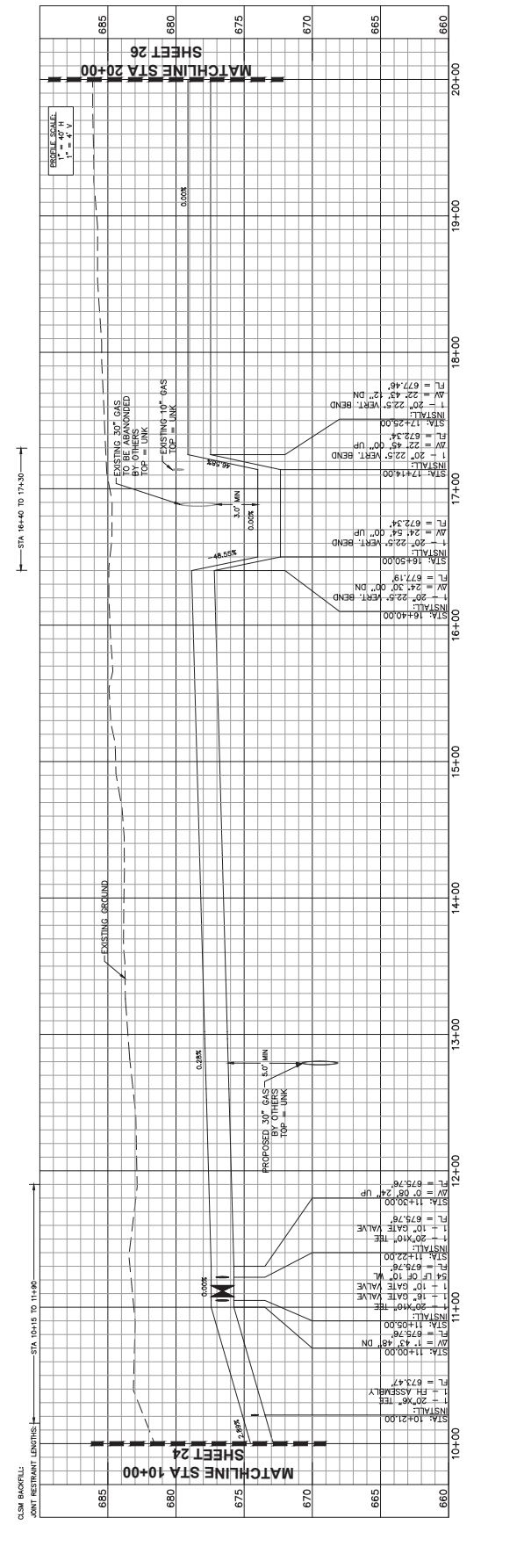
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CHECKED: JFA

KMA NO.: 061024043



CSJ 074 - PROPOSED 20IN WL A STA 10+00 - 20+00

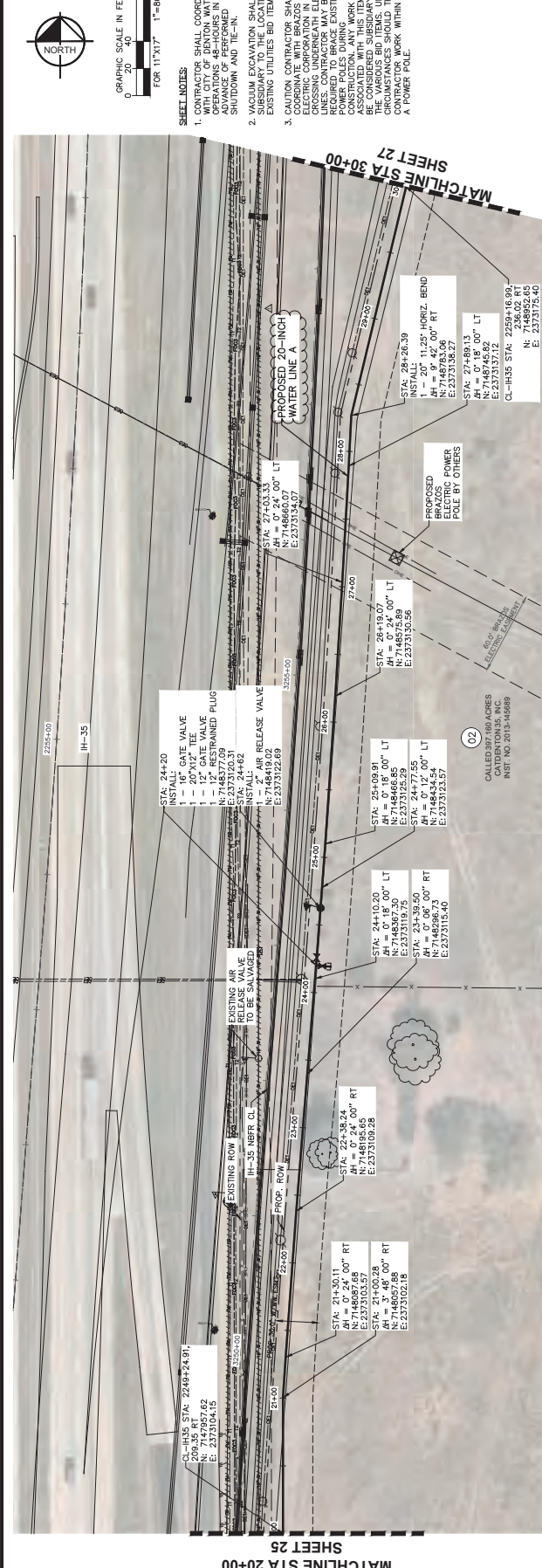


BY: DTD
 DATE: 5/10/2023
 REVISION: 1
 PROJECT: IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)
 SHEET: 25 OF 25

GRAPHIC SCALE IN FEET FOR 11"x17"
 0 20 40 60 80 100
 1" = 80'

SHEET NOTES
 1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE TO SCHEDULE SHUTDOWN AND TIE-IN.
 2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
 3. CONTRACTOR SHALL CONTACT FIELD OPERATIONS 48-HOURS IN ADVANCE TO SCHEDULE SHUTDOWN AND UNCOVERING OF ALL GAS AND WATER LINES. VACUUM EXCAVATION NEAR GAS LINES.

CLM BACKFILL: JOINT RESTRAINT LENGTHS: STA 10+14 TO 11+90
 STA 16+40 TO 17+30
 STA 18+40 TO 19+30



CITY OF DENTON
1135 W. MARY ST. SUITE 1000
DENTON, TX 76202



CITY OF DENTON
(FROM US-380 TO MILAM)
IH-35 UTILITY RELOCATIONS

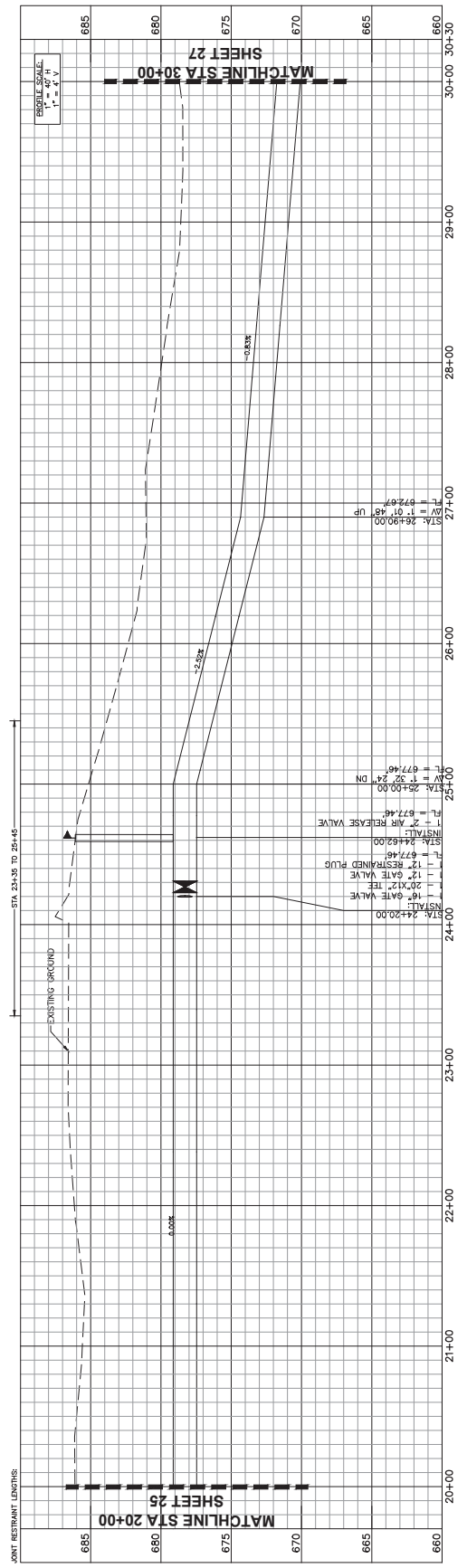
DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDOCH
CHECKED:	JFA
KMA NO.:	061024043

26
SHEET

SHEET NOTES:
1. CONTRACTOR SHALL COORDINATE ALL OPERATIONS 48 HOURS IN ADVANCE OF PERFORMING SHUT-DOWN AND TIE-IN.
2. ALL WORK SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. CAUTION CONTRACTOR SHALL COORDINATE WITH BRAZOS RIVER AUTHORITY REGARDING CROSSING UNDERNEATH ELECTRICAL LINES. CONTRACTOR MAY BE RESPONSIBLE FOR ANY DAMAGE TO POWER POLES DURING CONSTRUCTION. ANY WORK SHALL BE CONSIDERED SUBSIDIARY TO ALL OTHERS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO POWER POLES UNDER NO CIRCUMSTANCES. CONTRACTOR SHALL MAINTAIN A POWER POLE WITHIN 25' OF THE PROPOSED 20-INCH WATER LINE.



CSJ 074 - PROPOSED 20IN WL A STA 20+00 - 30+00



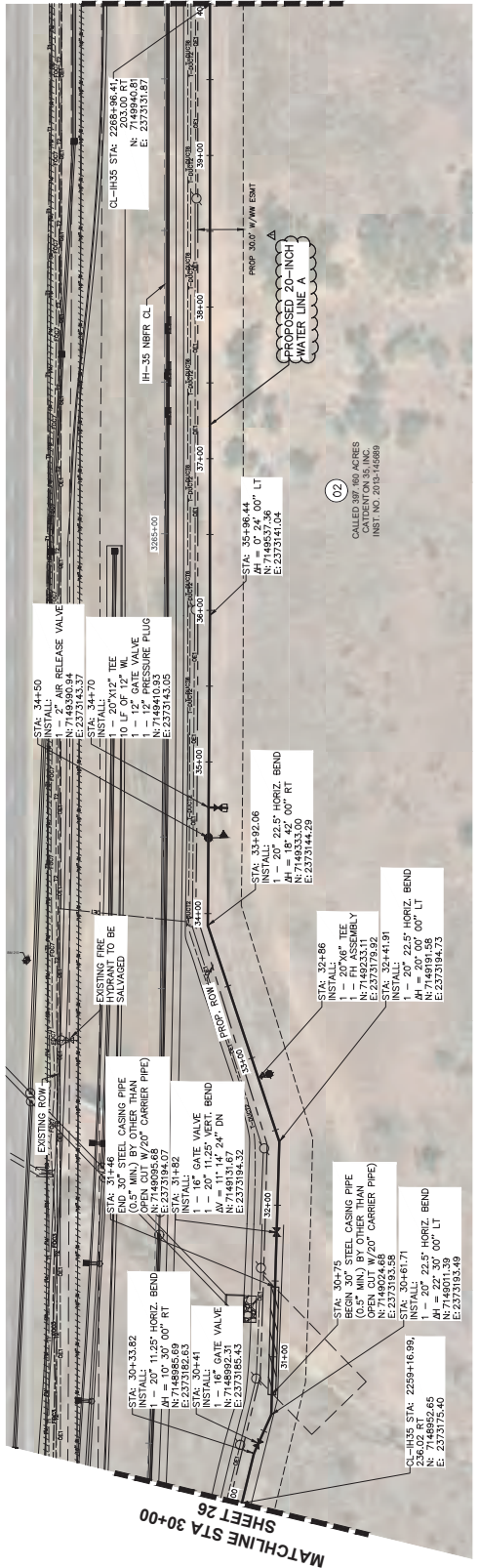
JOINT RESTRAINT LENGTHS:

STATIONING: 20+00, 21+00, 22+00, 23+00, 24+00, 25+00, 26+00, 27+00, 28+00, 29+00, 30+00, 30+30

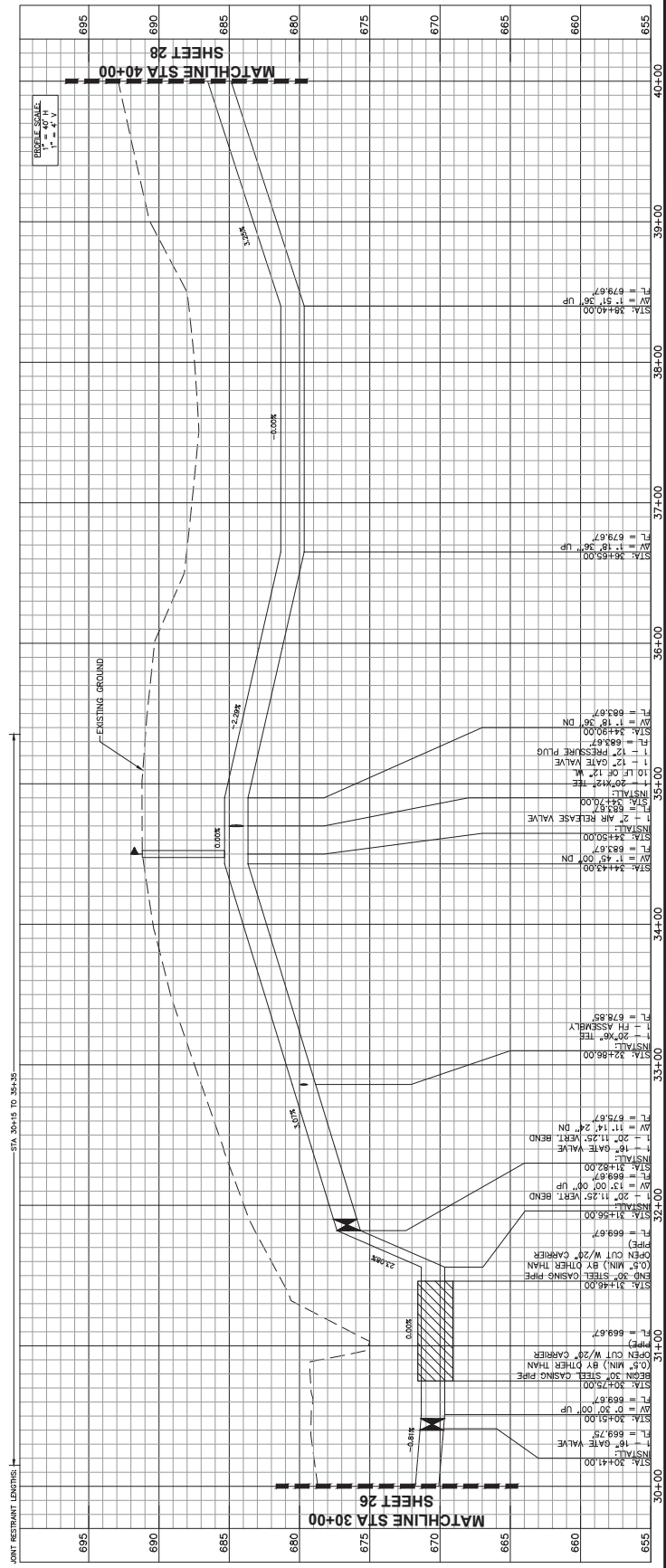


GRAPHIC SCALE IN FEET
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 FOR 11"X17"
 1"=80'

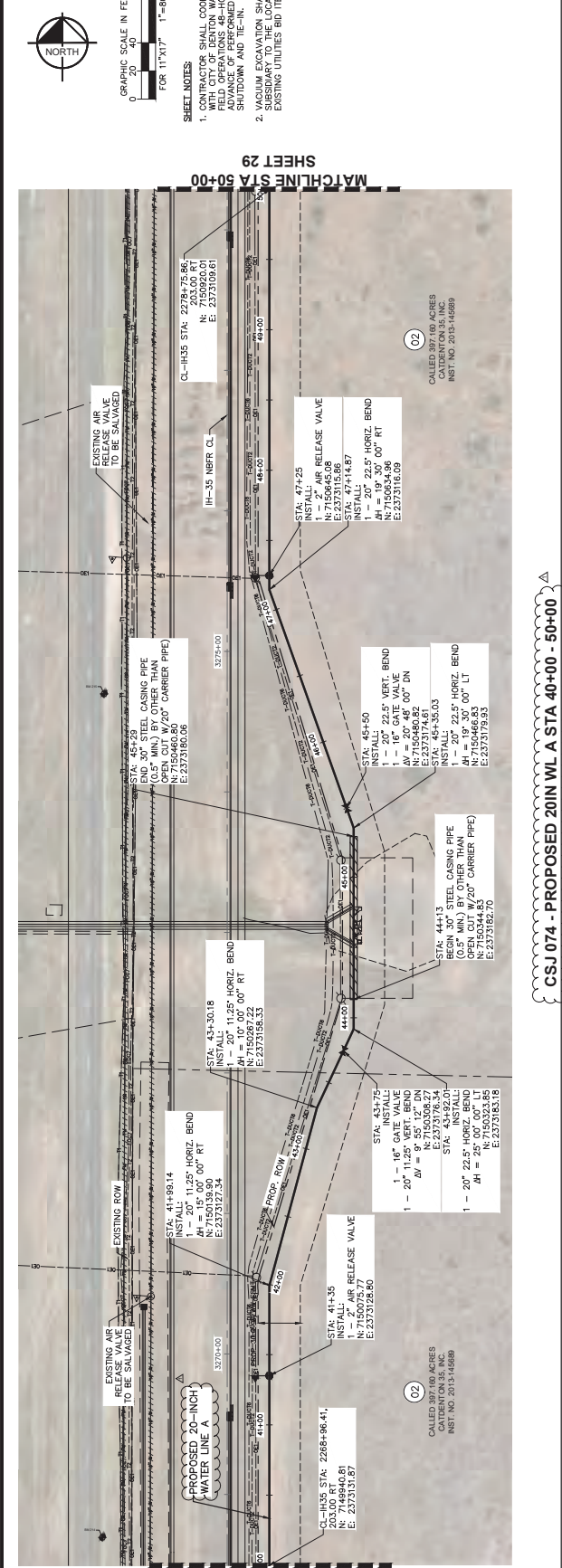
SHEET NOTES:
 1. ALL FIELD OPERATIONS SHALL BE CONDUCTED WITHIN THE 48-HOUR WINDOW WITH CITY OF DENTON WATER IN SHUTDOWN AND TE-IN.
 2. VACUUM EXCAVATION SHALL BE NECESSARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.



CSJ 074 - PROPOSED 20IN WL A STA 30+00 - 40+00



JOINT RESTRAINT LENGTHS: STA 30+15 TO 30+35



Kimley-Horn
 801 Cherry St., Suite 300
 Fort Worth, TX 76102
 TEL: 817-733-5511
 FAX: 817-733-5511
 BY: DTD
 DATE: 04/10/2023

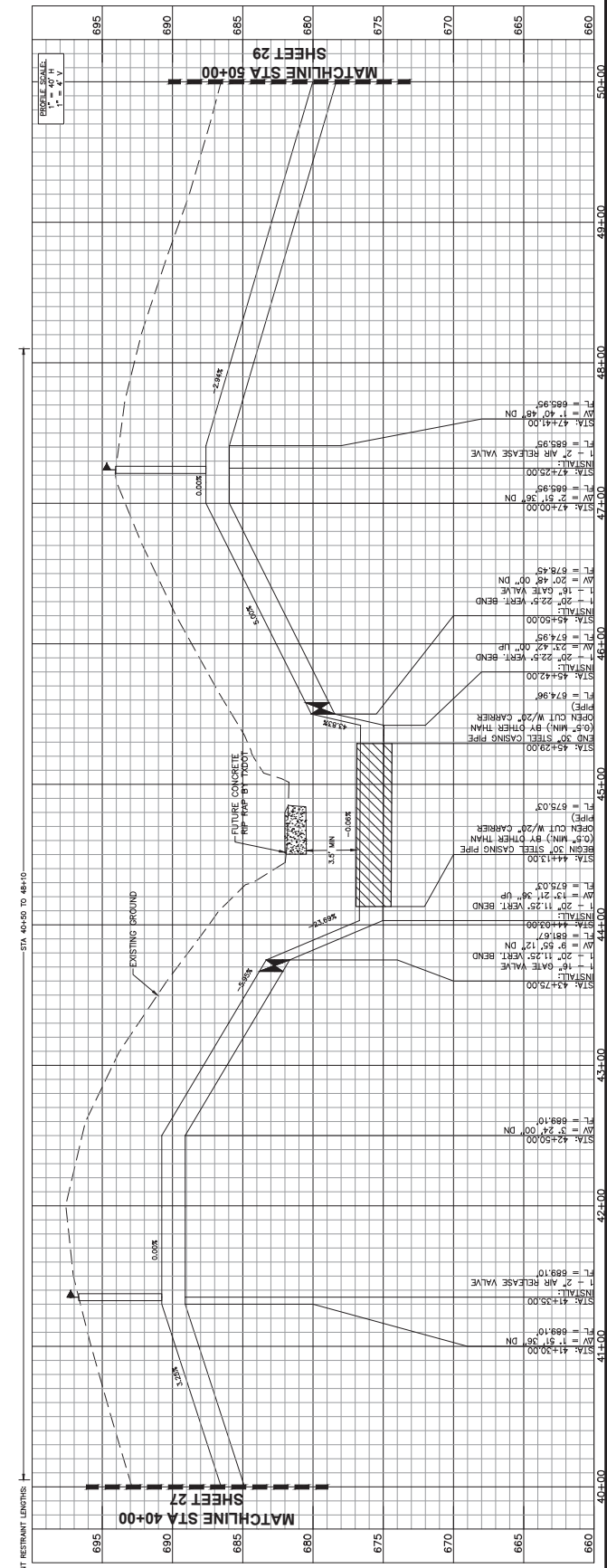


CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-35 UTILITY RELOCATIONS

**CSJ 074 - PROPOSED 20IN
 WL A STA 40+00 - 50+00**

DATE:	APRIL 2023
DESIGN:	CFI
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	06102403

28
 SHEET



GRAPHIC SCALE IN FEET
 0 20 40 50
 FOR 11"X17"
 1"=80'
 1"=40'

SHEET NOTES:
 1. ALL FIELD OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY OF DENTON WATER FIELD OPERATIONS 48-HOUR IN ADVANCE. A 24-HOUR SHUTDOWN AND TIE-IN SHALL BE REQUIRED.
 2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 40+00 - 50+00

MATCHLINE STA 40+00
 MATCHLINE STA 50+00
 STA 40+50 TO 48+10
 STA 48+10 TO 49+10
 STA 49+10 TO 48+10
 STA 48+10 TO 47+10
 STA 47+10 TO 48+10
 STA 48+10 TO 46+10
 STA 46+10 TO 47+10
 STA 47+10 TO 45+10
 STA 45+10 TO 46+10
 STA 46+10 TO 44+10
 STA 44+10 TO 45+10
 STA 45+10 TO 43+10
 STA 43+10 TO 44+10
 STA 44+10 TO 42+10
 STA 42+10 TO 43+10
 STA 43+10 TO 41+10
 STA 41+10 TO 42+10
 STA 42+10 TO 40+00

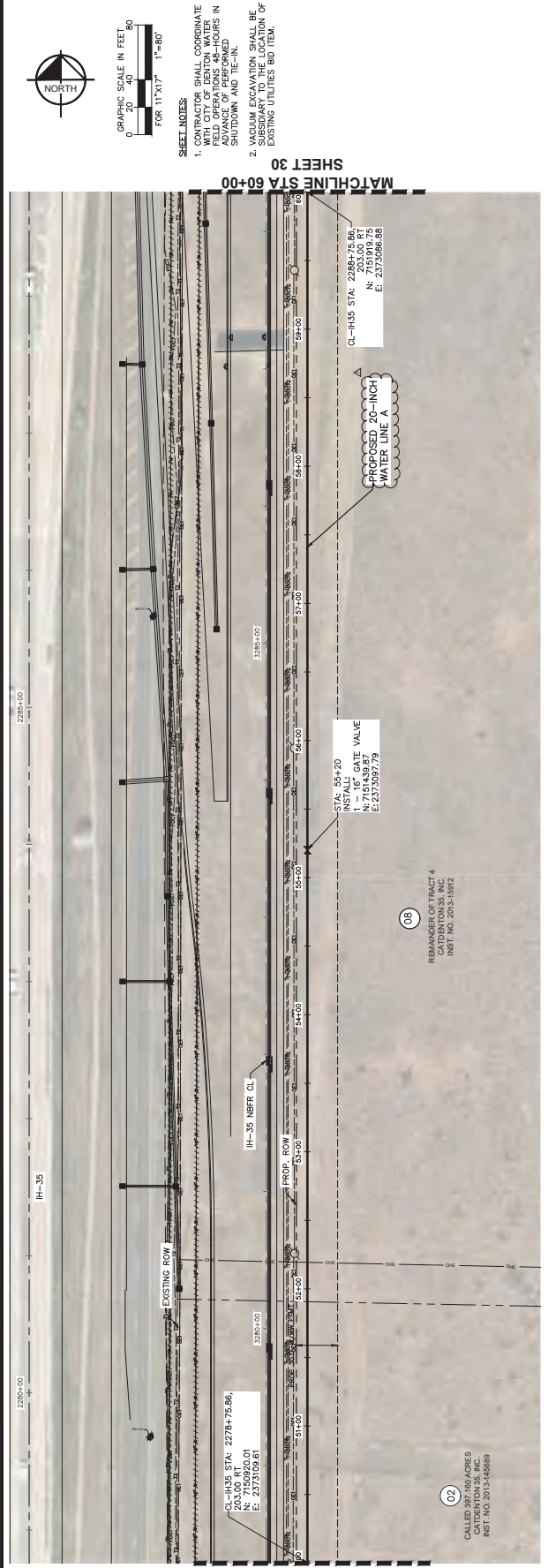
DATE:	APRIL 2023
DESIGN:	CPH
DRAWN:	NDCH
CHECKED:	JFA
KMA NO.:	06102403



CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-35 UTILITY RELOCATIONS

CSJ 074 - PROPOSED 20IN WL A STA 50+00 - 60+00

29
 SHEET



MATCHLINE STA 50+00
SHEET 28

CL-H35 STA. 2784+75.86
 N: 7150920.01
 E: 2373109.61

CL-H35 STA. 2984+75.86
 N: 7151916.75
 E: 2373569.58

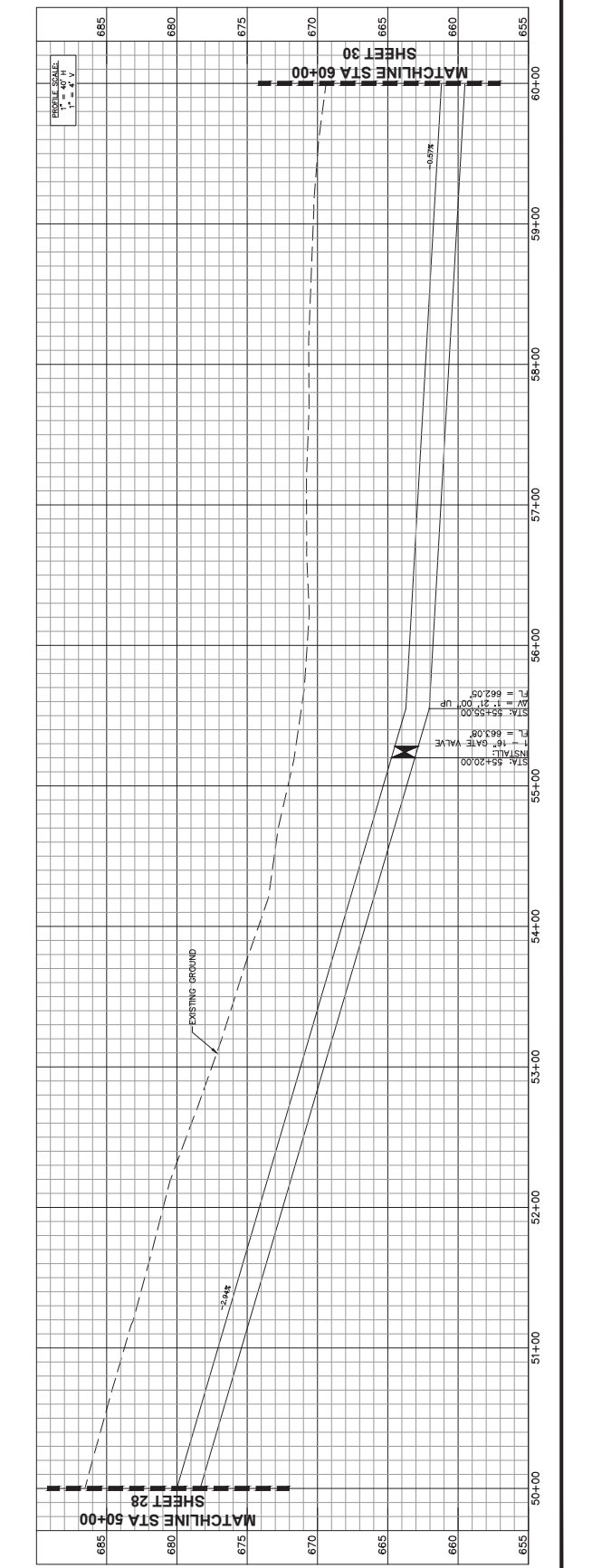
STA: 54+20
 INSTALL:
 1 - 18" GATE VALVE
 E: 2373097.79

REMAINDER OF TRACT 4
 CATDENTON, INC.
 INST. NO. 2013-15912

GRAPHIC SCALE IN FEET
 0 20 40 50
 FOR 11"X17"

SHEET NOTES:
 1. ALL UTILITY SHALL OPERATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF ANY SCHEDULED SHUTDOWN AND TIE-IN.
 2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 50+00 - 60+00



MATCHLINE STA 50+00
SHEET 28

STA: 54+20
 ELEV: 662.05
 INSTALLED: 1 - 18" GATE VALVE

SLOPE: -0.02%

MATCHLINE STA 60+00
SHEET 30

801 Cherry St., Suite 1300
Fort Worth, TX 76102
Tel: 817-251-9511
Fax: 817-251-9511

CITY OF DENTON
1H-38 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

CSJ 074 - PROPOSED 20IN WL A STA 70+00 - 80+00

WLA STA 70+00 - 80+00

DATE: APRIL 2023
DESIGN: CFI
DRAWN: NDOH
CHECKED: JFA
KHA NO.: 061024043

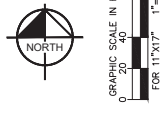
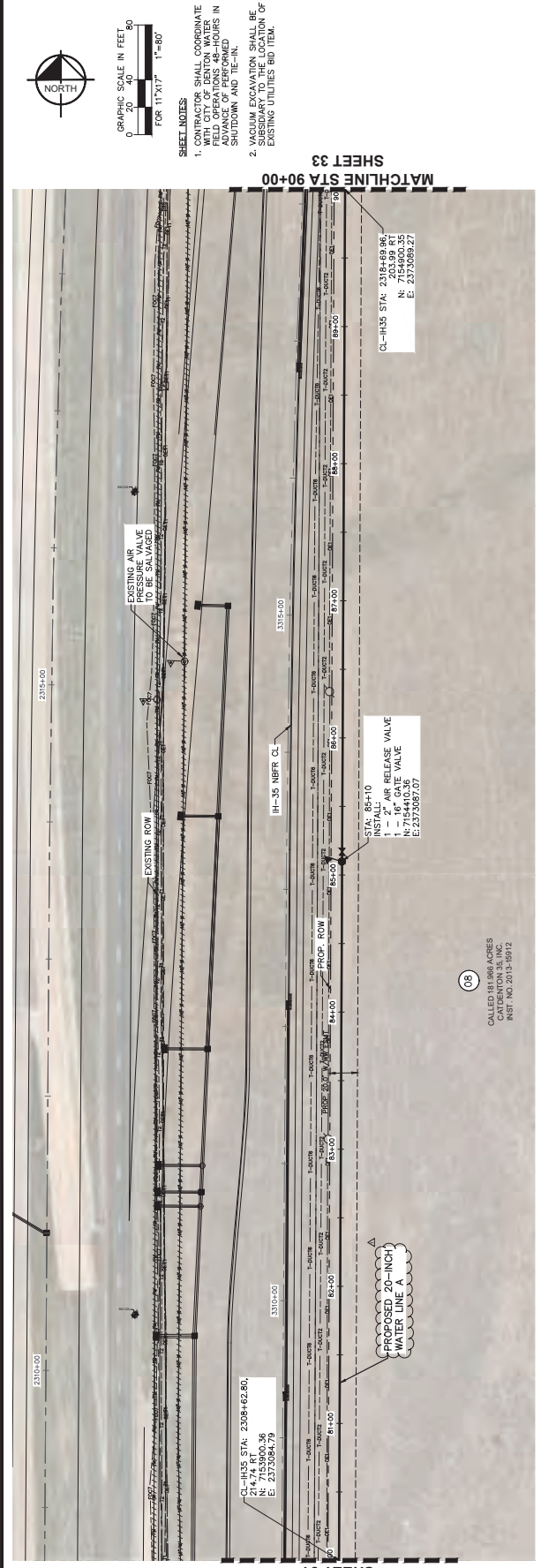
SHEET
31

GRAPHIC SCALE IN FEET
0 20 40 60 80
FOR 1"=80'
1"=80'

SHEET NOTES

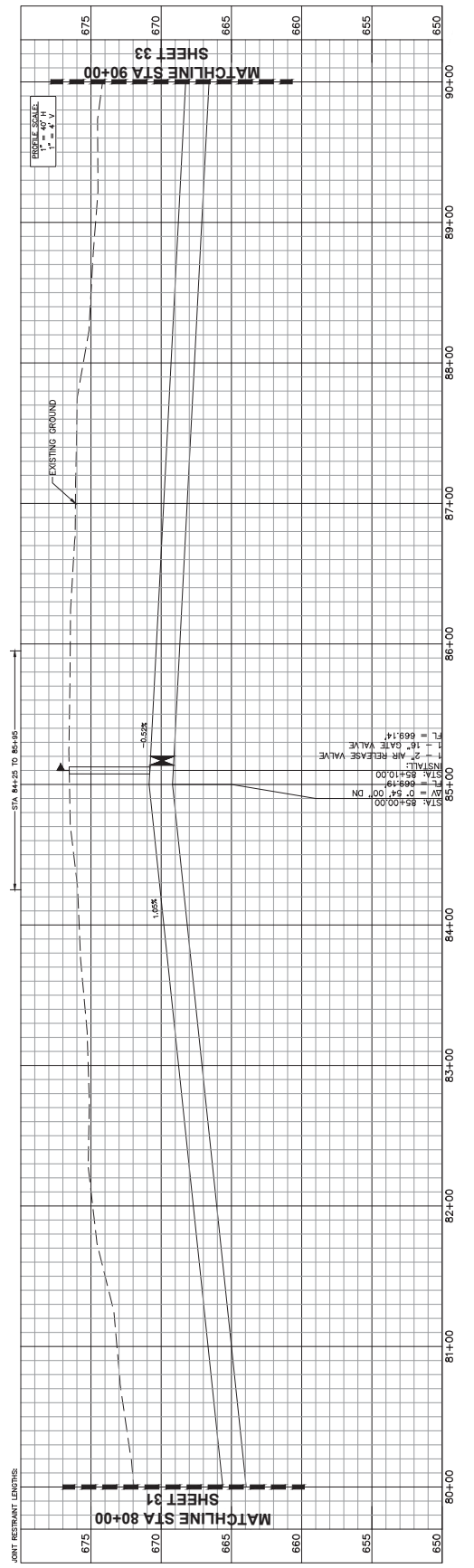
- CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON AND ALL UTILITIES IN ADVANCE OF PERFORMING OPERATIONS 48-HOURS IN SHUTDOWN AND 1E-IN.
- VACUUM EXCAVATION SHALL BE USED TO EXPOSE LOCATION OF EXISTING UTILITIES BID ITEM.

70+00 71+00 72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00 80+00



- SHEET NOTES:**
1. ALL WORK SHALL COMENSATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE TO PREVENT SHUTDOWN AND TIE-IN.
 2. VASULUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

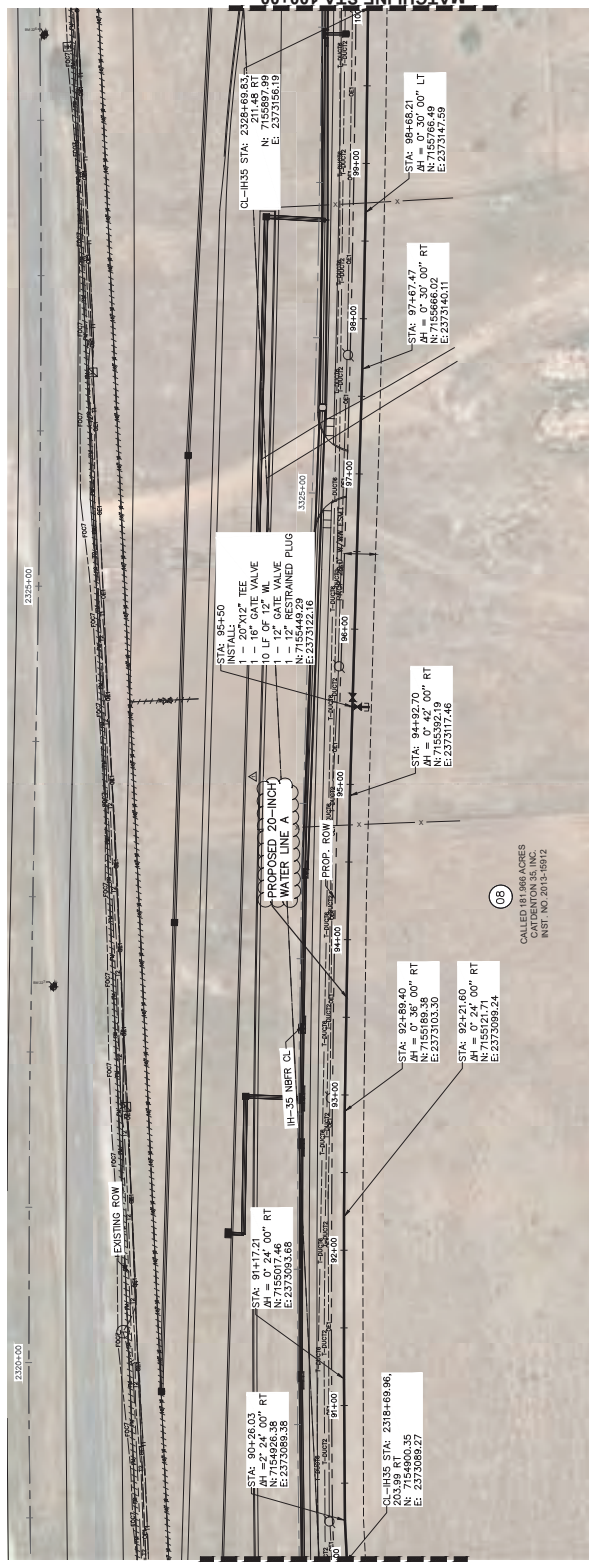
CSJ 074 - PROPOSED 20IN WL A STA 80+00 - 90+00



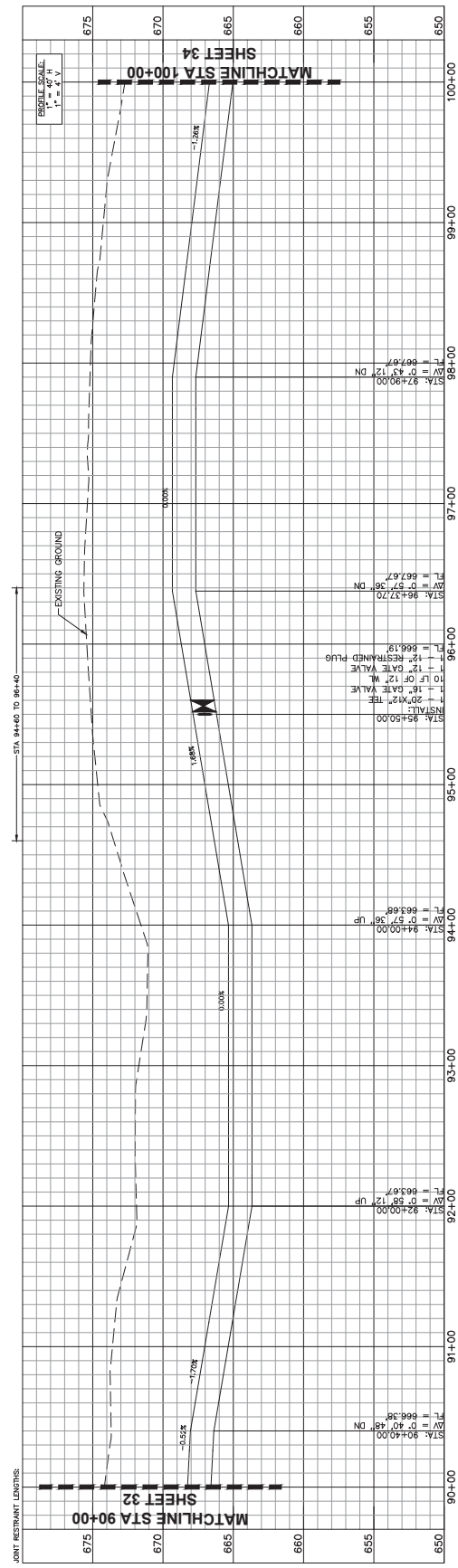


GRAPHIC SCALE IN FEET
 0 20 40 80
 FOR 11"X17" 1"=80'
 FOR 11"X7" 1"=80'

SHEET NOTES:
 1. ALL WORK SHALL BE COMPLETED WITHIN THE 48-HOUR FIELD OPERATIONS WINDOW WITH THE CITY OF DENTON WATER SHUTDOWN AND TIE-IN.
 2. VASULUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.



CSJ 074 - PROPOSED 20IN WL A STA 90+00 - 100+00



STATIONING: 90+00, 91+00, 92+00, 93+00, 94+00, 95+00, 96+00, 97+00, 98+00, 99+00, 100+00

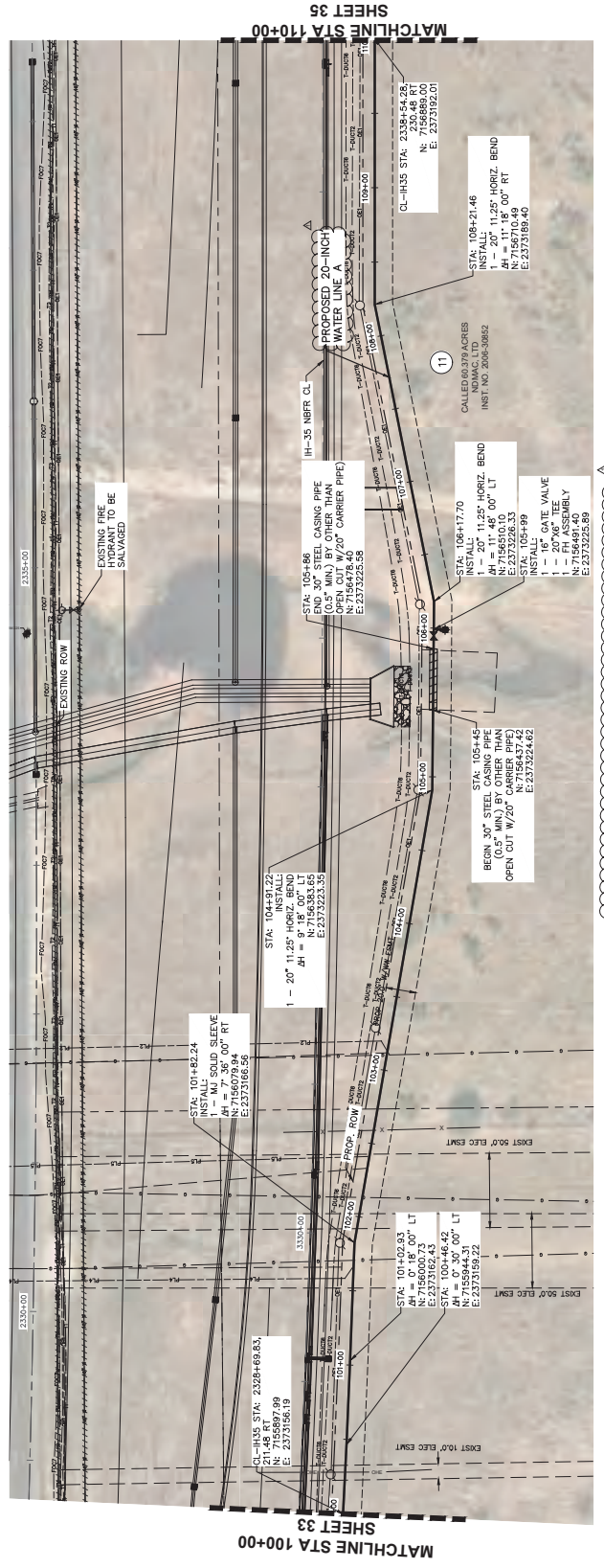
ELEVATION: 650, 655, 660, 665, 670, 675



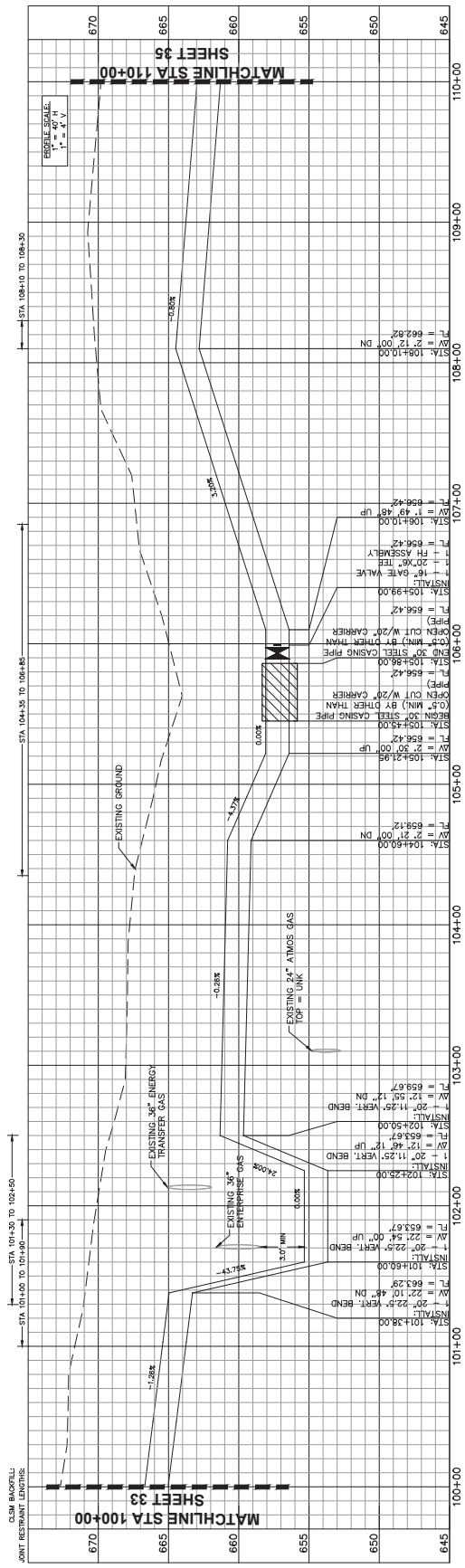
DATE:	APRIL 2023
DESIGN:	CFI
DRAWN:	NDCH
CHECKED:	JFA
KMA NO.:	061024043



- SHEET NOTES:**
- CONTRACTOR SHALL CONTACT THE UTILITY OWNERS FOR ALL UTILITY LOCATIONS AND DEPT. OF ENERGY TRANSFER GAS (214-381-0700), (886-683-6300), ENERGY TRANSFER GAS (214-381-0700), (886-288-0700) PRIOR TO CROSSING GAS LINE.
 - CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON FOR ALL OPERATIONS 48 HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
 - VACUUM EXCAVATION SHALL BE USED FOR ALL TIE-INS OF EXISTING UTILITIES BID ITEM.



CSJ 074 - PROPOSED 20IN WL A STA 100+00 - 110+00



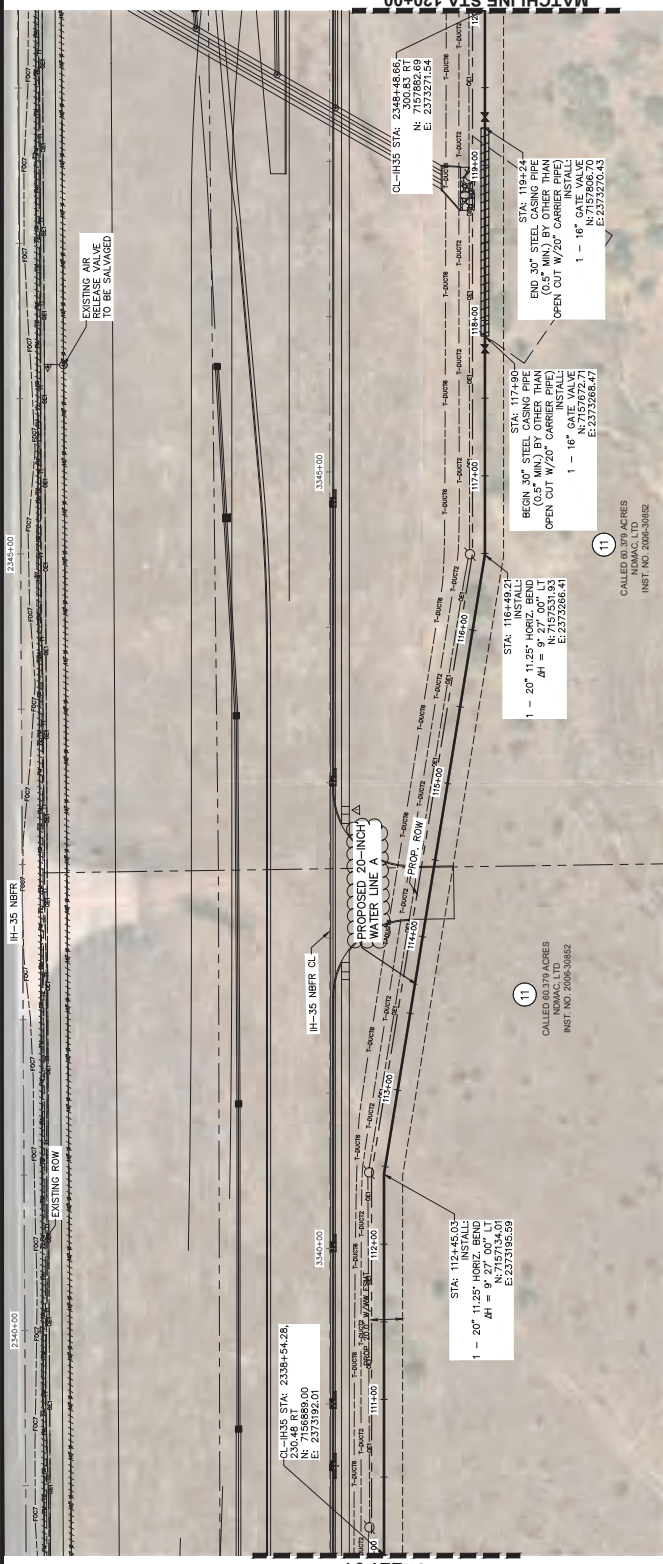


DATE:	APRIL 2023
DESIGN:	CPH
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043

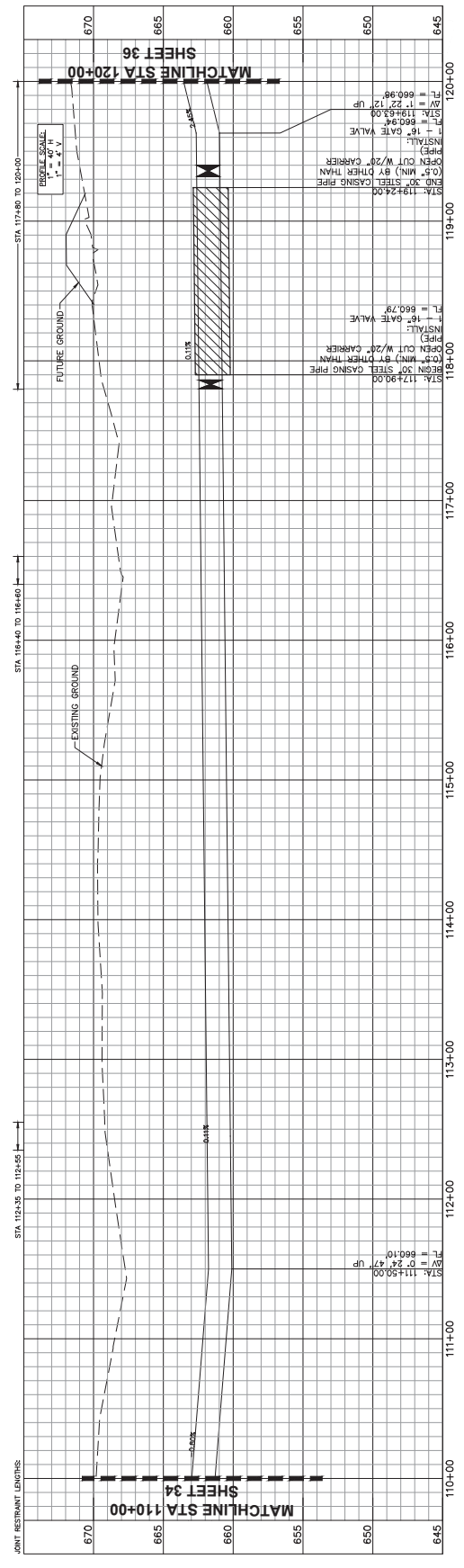


GRAPHIC SCALE IN FEET
 0 20 40 60
 FOR 11"x17"
 1"=80'

- SHEET NOTES:**
- CONTRACTOR SHALL COORDINATE FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SURFING AND TIE-IN.
 - ALL UTILITY LOCATIONS SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.



CSJ 074 - PROPOSED 20IN WL A STA 110+00 - 120+00



Kimley-Horn
 1800 Cherry St., Suite 1300
 Ft. Worth, TX 76102
 Tel: 817-335-3511
 Fax: 817-335-3511
 www.kimley-horn.com

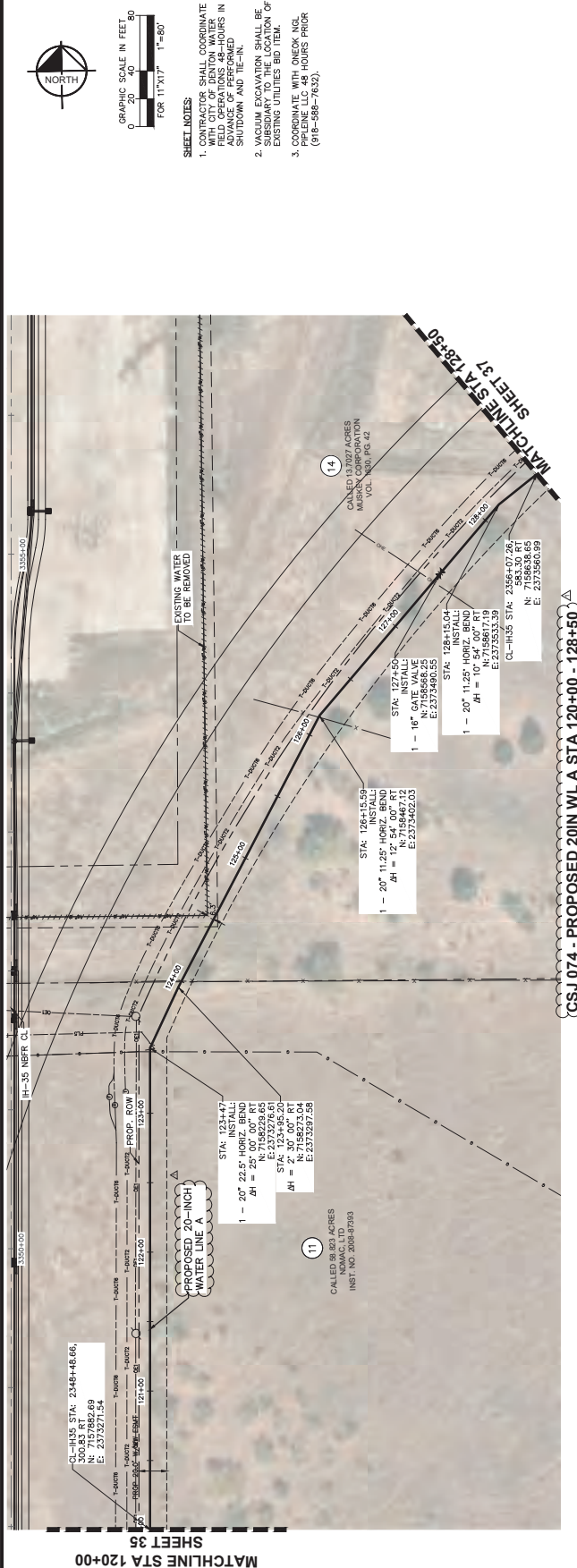


CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-35 UTILITY RELOCATIONS

CSJ 074 - PROPOSED 20IN WL A
 STA 120+00 - 128+50

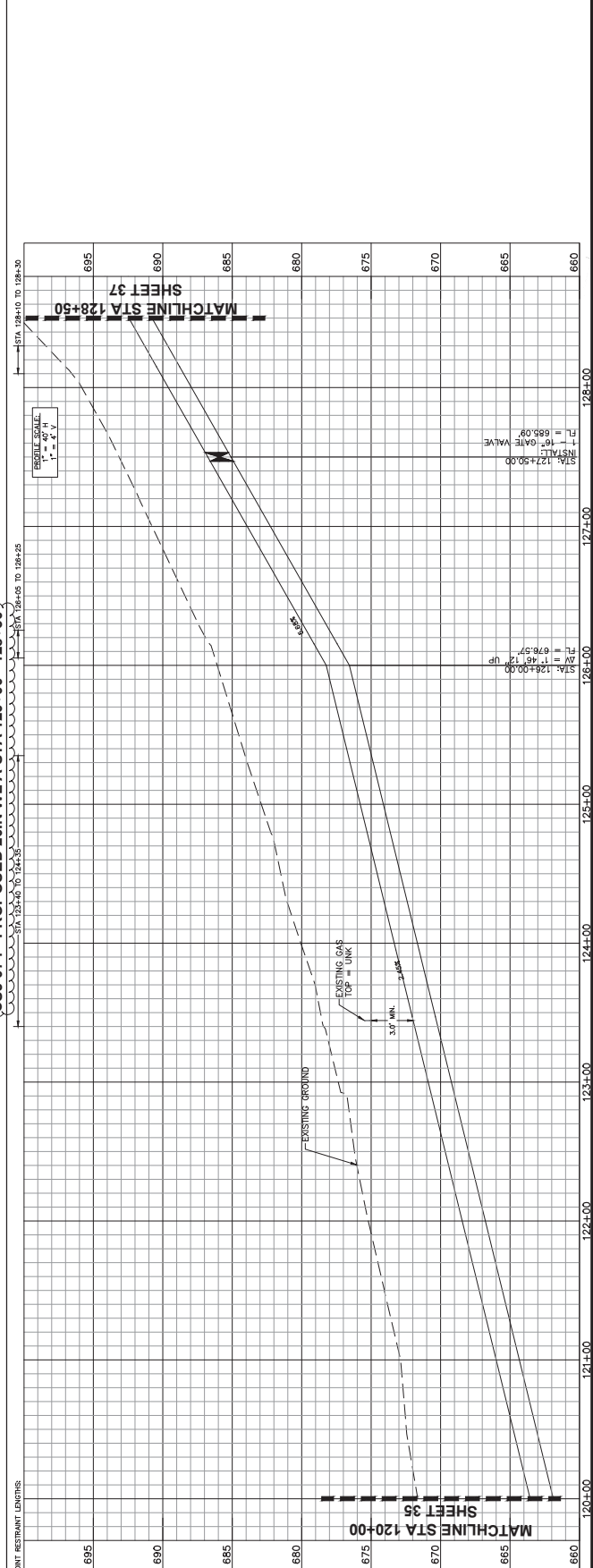
DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043

36
 SHEET



GRAPHIC SCALE IN FEET
 0 20 40 60
 FOR 11"x17" 1"=80'

- SHEET NOTES:**
1. CONTRACTOR SHALL COORDINATE WITH ALL AGENCIES AND UTILITIES PRIOR TO FIELD OPERATIONS 48 HOURS IN ADVANCE OF OPERATIONS. ALL FIELD OPERATIONS SHALL BE CONDUCTED WITHIN THE STIPULATED TIME FRAME AND SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
 2. COORDINATE WITH ONEOK NGL PIPELINE LLC 48 HOURS PRIOR (916-588-7632).



Matchlines: MATCHLINE STA 120+00 (left), MATCHLINE STA 128+50 (right)

Vertical Axis: ELEVATION IN FEET (660 to 695)

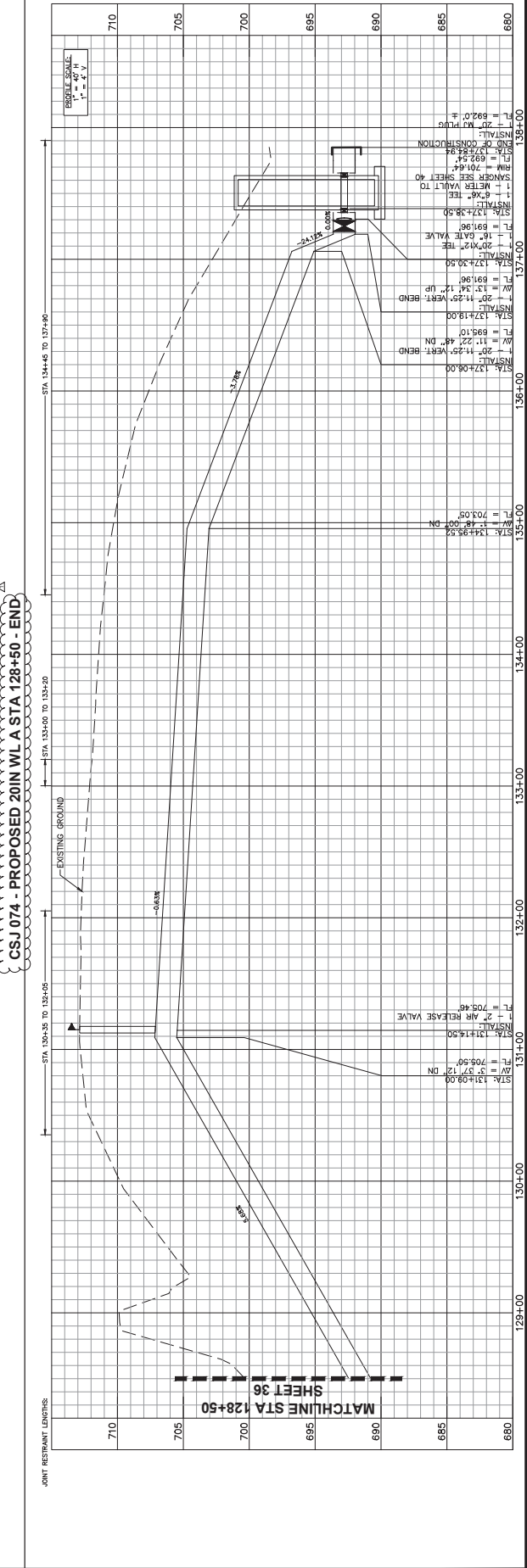
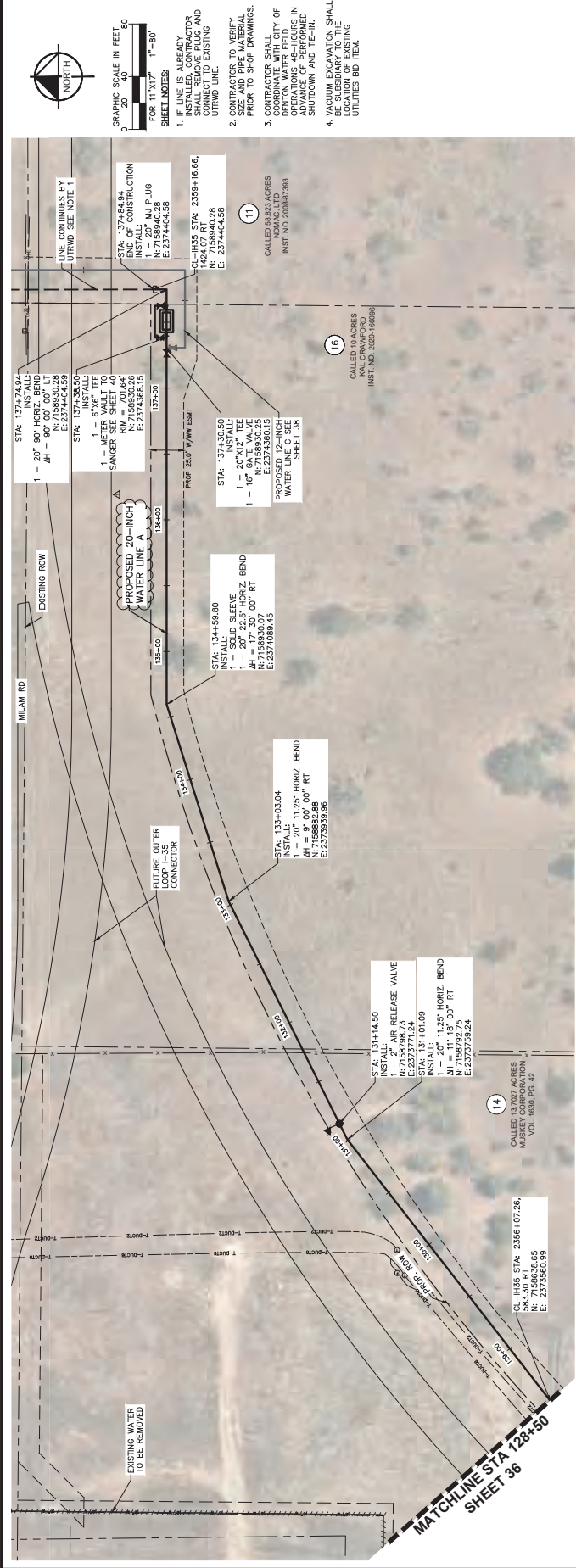
Horizontal Axis: STATIONING (120+00 to 128+50)

Profile Labels: EXISTING GROUND, EXISTING BOX TOP MANHOLE, PROPOSED 20-INCH WATERLINE A

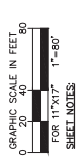
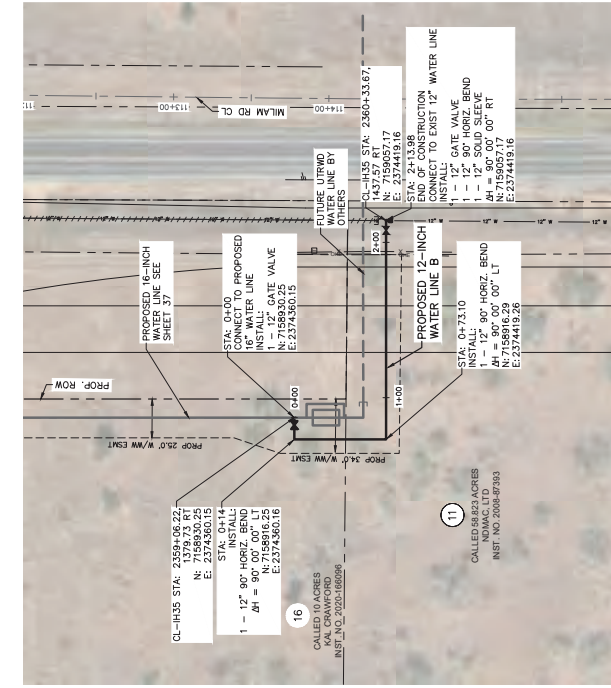
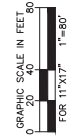
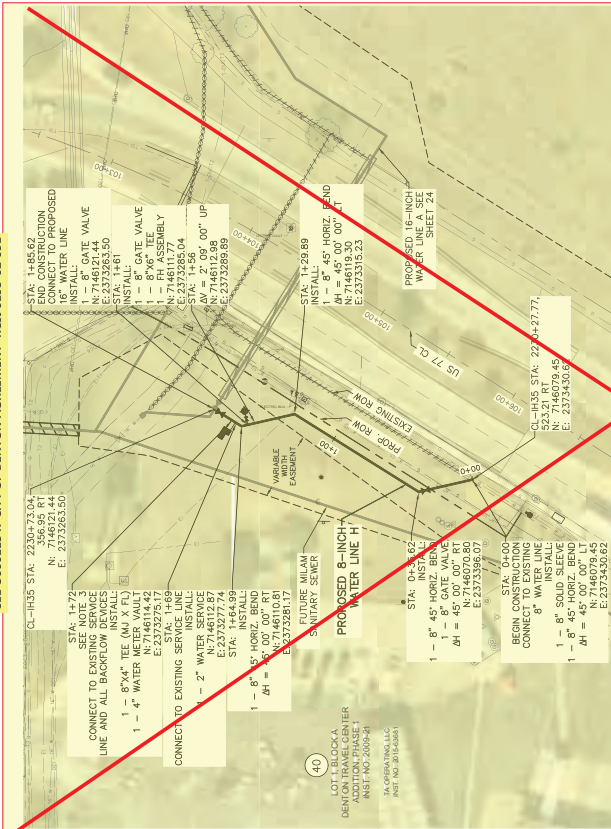
Vertical Curve Data: CL=110.50 STA: 2356+07.26, N: 7553.30 RT, E: 23735603.99

Manhole Data: STA: 126+15.59, INST. NO. 2018-97393, INST. NO. 2018-97393

Other Callouts: STA: 123+47, STA: 127+50, STA: 128+00, STA: 128+50



SEE U00011547 CITY OF DENTON AGREEMENT - RCSJ10195-02-091



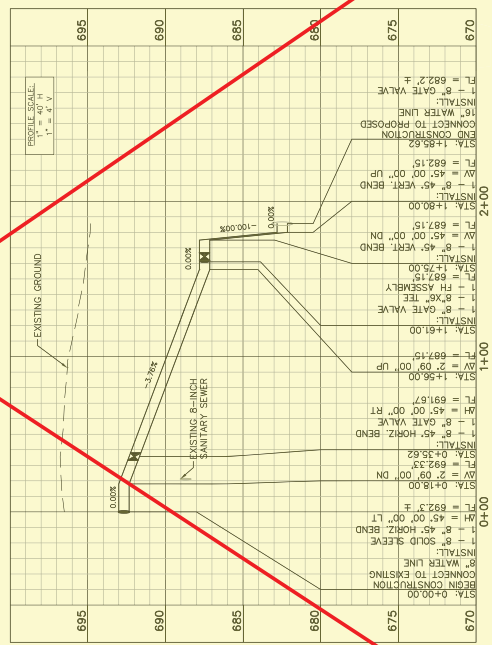
- SHEET NOTES:**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND OPERATIONS 48-HOURS IN ADVANCE OF THE START OF WORK. ALL WORK SHALL BE STOPPED IMMEDIATELY IN THE EVENT OF A SHUTDOWN AND THE IN-CHARGE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
 2. VACUUM EXCAVATION SHALL BE USED FOR ALL EXISTING UTILITY LOCATIONS 600 FEET OR DEEPER.
 3. CONTRACTOR WILL NEED TO OBTAIN ALL NECESSARY PERMITS AND OPERATIONS 48-HOURS IN ADVANCE OF THE START OF WORK. ALL WORK SHALL BE STOPPED IMMEDIATELY IN THE EVENT OF A SHUTDOWN AND THE IN-CHARGE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

Kimley-Horn
 10000 Preston Road, Suite 300, Ft. Worth, TX 76135
 (817) 440-8800
 www.kimley-horn.com

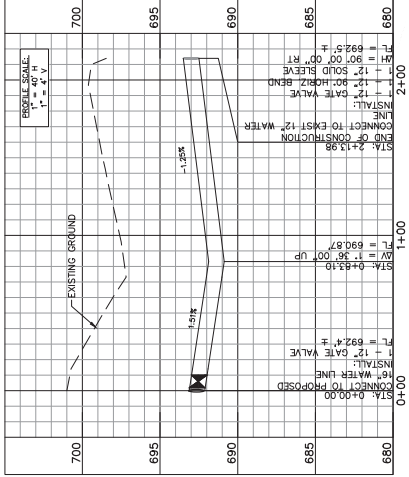


CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-36 UTILITY RELOCATIONS

CSJ 087 - PROPOSED 8IN WL H

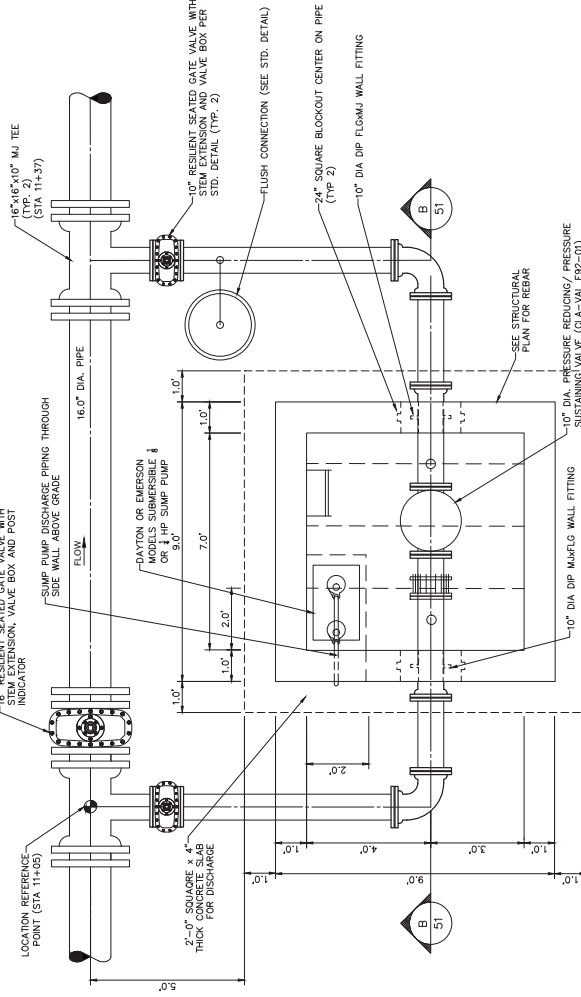


CSJ 074 - PROPOSED 12 IN WL B

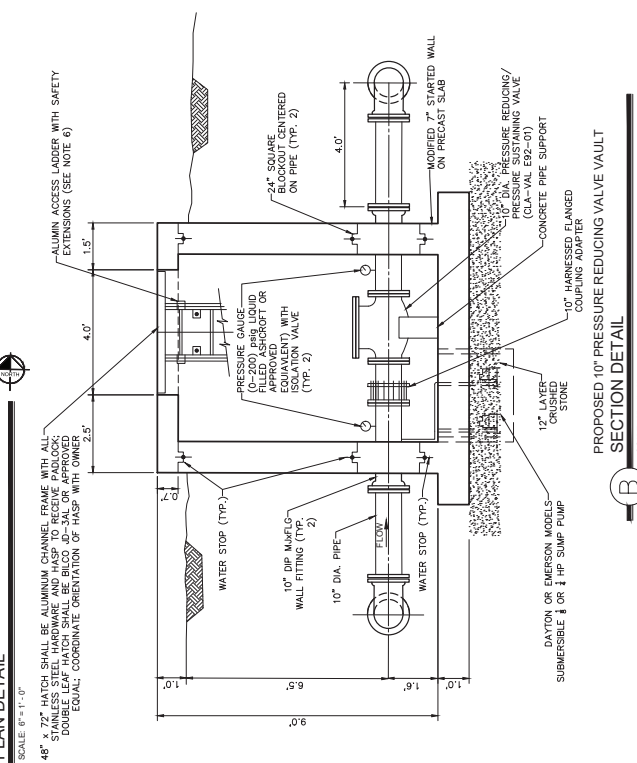


38
 SHEET
 DATE: MARCH 2023
 DESIGN: NDOCH
 CHECKED: JFA
 KMA NO.: 061024043

CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-36 UTILITY RELOCATIONS
 CSJ 087 - PROPOSED 8IN WL H &
 CSJ 074 - PROPOSED 12IN WL B



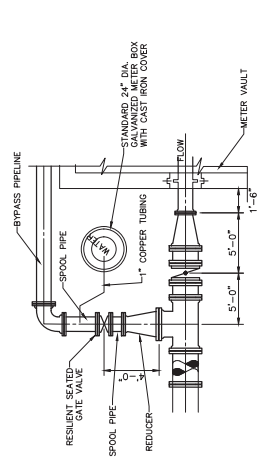
PROPOSED 10" PRESSURE REDUCING VALVE VAULT PLAN DETAIL
SCALE: 6" = 1'-0"



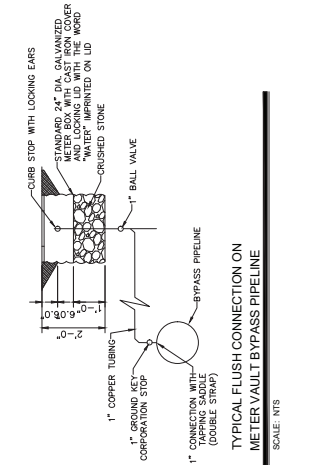
PROPOSED 10" PRESSURE REDUCING VALVE VAULT SECTION DETAIL
SCALE: 6" = 1'-0"

- NOTES:**
- ALL BURIED FITTINGS SHOWN ON THIS SHEET SHALL BE RESTRAINED FLEXIBLE JOINT FITTINGS. ALL PIPE SHOWN SHALL BE DUCTILE IRON.
 - CONTRACTOR SHALL ROUTE ACCESS HATCH DRAIN PIPE TO DISCHARGE OUTSIDE VAULT. REFER TO ACCESS HATCH MANUFACTURER FOR RECOMMENDATION OF HATCH DRAIN ROUTING.
 - CONTRACTOR SHALL ROUTE THE SUMP PUMP DISCHARGE PIPING INSIDE THE VAULT. THE DISCHARGE PIPING SHALL BE SUPPORTED ALONG THE VAULT WALL. DISCHARGE PIPING LOCATION WITH THE OWNER'S REPRESENTATIVE PROVIDE 2'-0" SQUARE X 4" THICK CONCRETE SLAB FOR DISCHARGE.
 - CONTRACTOR SHALL PROVIDE 24" SQUARE BLOCKOUT FOR THE PRESSURE REDUCING/SUSTAINING VALVE. TO THE DRAIN SUMP. THE CENTRE DRAIN HOSE SHALL BE CLAMPED TO THE 10" PIPE AND BOUTED TO THE SUMP. THE DRAIN HOSE SHALL BE INSTALLED SUCH THAT AN AIR GAP EXISTS BETWEEN THE DRAIN HOSE AND THE HIGH WATER LEVEL IN THE SUMP.
 - A 24" SQUARE BLOCKOUT SHALL BE PROVIDED FOR 10" PIPELINE WALL PENETRATIONS.

- ALUMINUM VELOC LADDER SHOWN INSIDE METER VAULT SHALL BE MANUFACTURED BY WASHINGTON ALUMINUM CO. BALANCE, MARYLAND OR ALUMINUM VELOC LADDER SHOWN INSIDE METER VAULT SHALL BE MANUFACTURED BY WASHINGTON ALUMINUM CO. BALANCE, MARYLAND OR LADDER SHALL BE ALUMINUM ALLOY 6061-T6. ALL NECESSARY ANCHOR BOLTS WILL BE STAINLESS STEEL AND FURNISHED WITH LADDER.
- ALUMINUM SAFETY EXTENSIONS WILL ALSO BE MANUFACTURED BY WASHINGTON ALUMINUM CO. OR APPROVED EQUAL. THE EXTENSION POLES SHALL BE ALUMINUM ALLOY 6061-T6 AND CASTINGS SHALL BE ALUMINUM ALLOY 356-T6. ALL NECESSARY HARDWARE WILL BE STAINLESS STEEL. THE PORTION OF THE LADDER IN CONTACT WITH CONCRETE SHALL HAVE A HEAVY SHOP COAT OF BITUMINOUS PAINT. STANDARD MILL FINISH. THE PORTION OF THE LADDER IN CONTACT WITH CONCRETE SHALL HAVE A HEAVY SHOP COAT OF BITUMINOUS PAINT.
- SEE ELECTRICAL DRAWINGS FOR ELECTRICAL DETAILS.
- SEE STRUCTURAL DRAWINGS FOR STRUCTURAL DETAILS.
- PRESSURE GAUGE (0-200 PSIG LIQUID FILLED ASHROFT OR APPROVED EQUIVALENT) WITH ISOLATION VALVE.



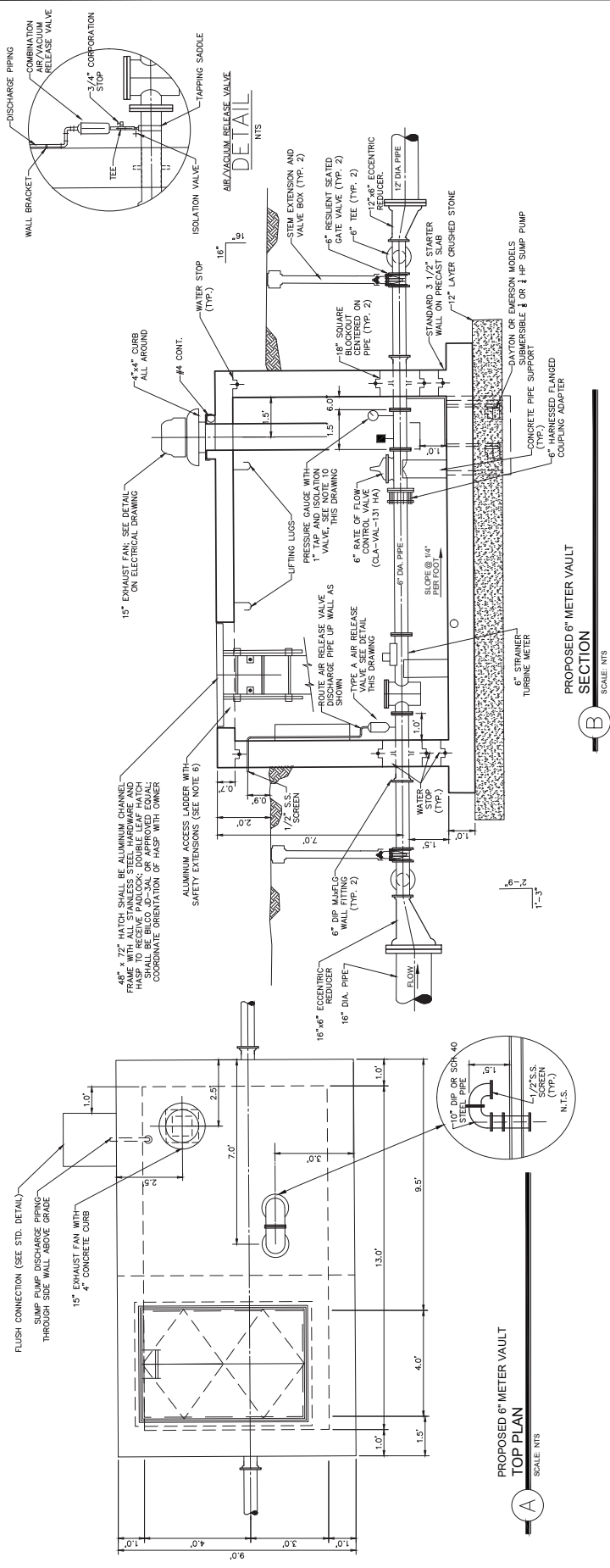
TYPICAL FLUSH CONNECTION ON METER VAULT BYPASS PIPELINE
SCALE: NTS



TYPICAL DUPLEX SUMP PUMP DETAIL
SCALE: NTS



DATE:	MARCH 2023
DESIGN:	CFI
DRAWN:	NDOH
CHECKED:	JEA
KSA NO.:	061024043



- NOTES:**
- ALL CURBED FITTINGS SHOWN ON THIS SHEET SHALL BE RESTRAINED FLEXIBLE JOINT FITTINGS. ALL PIPE SHOWN SHALL BE DUCTILE IRON.
 - CONTRACTOR SHALL ROUTE ACCESS HATCH DRAIN PIPE TO DISCHARGE OUTSIDE VAULT. REFER TO ACCESS HATCH MANUFACTURER FOR RECOMMENDATION OF HATCH DRAIN ROUTING.
 - CONTRACTOR SHALL ROUTE THE SUMP PUMP DISCHARGE PIPING INSIDE THE VAULT. THE DISCHARGE PIPING SHALL BE SUPPORTED ALONG THE WALLS AND DISCHARGE THROUGH THE ACCESS RISER WALL. COORDINATE FINAL DISCHARGE PIPING LOCATION WITH THE OWNER'S REPRESENTATIVE PROVIDE 2'-0" SQUARE X 4" THICK CONCRETE SLAB FOR DISCHARGE.
 - CONTRACTOR SHALL FURNISH AND INSTALL FLEXIBLE DRAIN HOSE FROM THE PRESSURE REDUCING/SUSTAINING VALVE TO THE SUMP. THE DRAIN HOSE SHALL BE INSTALLED SUCH THAT AN AIR GAP EXISTS BETWEEN THE DRAIN HOSE AND THE HIGH WATER LEVEL IN THE SUMP.
 - AN 18" SQUARE BLOCKOUT SHALL BE PROVIDED FOR 6" PIPELINE WALL PENETRATIONS.
 - ALUMINUM VERTICAL LADDERS SHOWN INSIDE METER VAULT SHALL BE MANUFACTURED BY WASHINGTON ALUMINUM CO. BALTIMORE, MARYLAND OR APPROVED EQUAL. LADDERS SHALL HAVE 2 1/2" x 3/8" STRINGERS WITH 15/16" SQUARE ANCHOR BOLTS WILL BE STAINLESS STEEL AND FURNISHED WITH LADDER.
 - ALUMINUM SAFETY EXTENSIONS WILL ALSO BE MANUFACTURED BY WASHINGTON ALUMINUM CO. OR APPROVED EQUAL. ALL NECESSARY HARDWARE WILL BE STAINLESS STEEL AND FURNISHED WITH THE SAFETY EXTENSIONS FOR MOUNTING TO LADDER. ALL LADDER AND SAFETY EXTENSION MATERIAL WILL HAVE A STANDARD MILL FINISH. THE PORTION OF THE LADDER IN CONTACT WITH CONCRETE SHALL HAVE A HEAVY SING COAT OF BRUSHINGS PAINT.
 - LIFTING LUGS SHALL BE INSTALLED AS CLOSE TO CENTER AS POSSIBLE OVER THE METER AND CONTROL VALVE. LIFTING LUGS SHALL BE RATED FOR 1000 LBS. EACH.
 - SEE ELECTRICAL DRAWINGS FOR ELECTRICAL DETAILS.
 - SEE STRUCTURAL DRAWINGS FOR STRUCTURAL DETAILS.
 - PRESSURE GAUGE (0-200 #PSI LIQUID FILLED ASHPROOT OR APPROVED EQUIVALENT) WITH ISOLATION VALVE. INCLUDE A BRANCH TEE FOR 4-20 MA PRESSURE TRANSMITTER. SEE ELECTRICAL SHEETS.

DATE: MARCH 2023	DESIGN: CFI	DRAWING: NDOH	CHECKED: JFA	KMA NO.: 061024043
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Station	Material	Description	Notes
19	18	FOREIGN PIPELINE BONDING JOINT TEST STATION	
20	18	FOREIGN PIPELINE AND 4 GAS LINE	
21	18	INSULATING JOINT TEST STATION	
22	18	INSULATING JOINT TEST STATION	
23	18	INSULATING JOINT TEST STATION	
24	18	INSULATING JOINT TEST STATION	
25	18	INSULATING JOINT TEST STATION	

Station	Material	Description	Notes
19-40	G	18" WATER LINE AND PARALLEL ABOVE NATURAL GAS LINE	
20-50	G	18" WATER LINE AND 4 GAS LINE	
21-60	G	18" WATER LINE AND 2 GAS LINE	
22-70	G	18" WATER LINE AND COSTING SERVICE LINE (ISOLATION FROM 1" MTR)	
23-80	G	18" WATER LINE AND 4" GATE VALVE TO PH	
24-90	G	18" WATER LINE AND 4" GATE VALVE	
25-10	G	18" WATER LINE AND COSTING OF WATER LINE (INSTALLATION REQUIRED)	

Station	Material	Description	Notes
19-40	A	18" WATER LINE AND 4" GATE VALVE	
20-50	A	18" WATER LINE AND 4" GATE VALVE	
21-60	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
22-70	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
23-80	A	18" WATER LINE AND 4" GATE VALVE TO PH	
24-90	A	18" WATER LINE AND 4" GATE VALVE	
25-10	A	18" WATER LINE AND 2" GAS LINE	
26-20	A	18" WATER LINE AND 2" GAS LINE	
27-30	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
28-40	A	18" WATER LINE AND 4" GATE VALVE	
29-50	A	18" WATER LINE AND 4" GATE VALVE	
30-60	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
31-70	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
32-80	A	18" WATER LINE AND 4" GATE VALVE	
33-90	A	18" WATER LINE AND 4" GATE VALVE	
34-100	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
35-110	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
36-120	A	18" WATER LINE AND 4" GATE VALVE	
37-130	A	18" WATER LINE AND 4" GATE VALVE	
38-140	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
39-150	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
40-160	A	18" WATER LINE AND 4" GATE VALVE	
41-170	A	18" WATER LINE AND 4" GATE VALVE	
42-180	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
43-190	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
44-200	A	18" WATER LINE AND 4" GATE VALVE	
45-210	A	18" WATER LINE AND 4" GATE VALVE	
46-220	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
47-230	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
48-240	A	18" WATER LINE AND 4" GATE VALVE	
49-250	A	18" WATER LINE AND 4" GATE VALVE	
50-260	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
51-270	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
52-280	A	18" WATER LINE AND 4" GATE VALVE	
53-290	A	18" WATER LINE AND 4" GATE VALVE	
54-300	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
55-310	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
56-320	A	18" WATER LINE AND 4" GATE VALVE	
57-330	A	18" WATER LINE AND 4" GATE VALVE	
58-340	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
59-350	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
60-360	A	18" WATER LINE AND 4" GATE VALVE	
61-370	A	18" WATER LINE AND 4" GATE VALVE	
62-380	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
63-390	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
64-400	A	18" WATER LINE AND 4" GATE VALVE	
65-410	A	18" WATER LINE AND 4" GATE VALVE	
66-420	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
67-430	A	18" WATER LINE AND 2" AIR RELEASE VALVE	
68-440	A	18" WATER LINE AND 4" GATE VALVE	

Station	Material	Description	Notes
19-40	6	MAGNESIUM	
20-50	6	MAGNESIUM	
21-60	6	MAGNESIUM	
22-70	6	MAGNESIUM	
23-80	6	MAGNESIUM	
24-90	6	MAGNESIUM	
25-10	6	MAGNESIUM	
26-20	6	MAGNESIUM	
27-30	6	MAGNESIUM	
28-40	6	MAGNESIUM	
29-50	6	MAGNESIUM	
30-60	6	MAGNESIUM	
31-70	6	MAGNESIUM	
32-80	6	MAGNESIUM	
33-90	6	MAGNESIUM	
34-100	6	MAGNESIUM	
35-110	6	MAGNESIUM	
36-120	6	MAGNESIUM	
37-130	6	MAGNESIUM	
38-140	6	MAGNESIUM	
39-150	6	MAGNESIUM	
40-160	6	MAGNESIUM	
41-170	6	MAGNESIUM	
42-180	6	MAGNESIUM	
43-190	6	MAGNESIUM	
44-200	6	MAGNESIUM	
45-210	6	MAGNESIUM	
46-220	6	MAGNESIUM	
47-230	6	MAGNESIUM	
48-240	6	MAGNESIUM	
49-250	6	MAGNESIUM	
50-260	6	MAGNESIUM	
51-270	6	MAGNESIUM	
52-280	6	MAGNESIUM	
53-290	6	MAGNESIUM	
54-300	6	MAGNESIUM	
55-310	6	MAGNESIUM	
56-320	6	MAGNESIUM	
57-330	6	MAGNESIUM	
58-340	6	MAGNESIUM	
59-350	6	MAGNESIUM	
60-360	6	MAGNESIUM	
61-370	6	MAGNESIUM	
62-380	6	MAGNESIUM	
63-390	6	MAGNESIUM	
64-400	6	MAGNESIUM	
65-410	6	MAGNESIUM	
66-420	6	MAGNESIUM	
67-430	6	MAGNESIUM	
68-440	6	MAGNESIUM	

Station	Material	Description	Notes
19-40	A	18" POLYURETHANE COATED DUCTILE IRON	
20-50	A	18" POLYURETHANE COATED DUCTILE IRON	
21-60	A	18" POLYURETHANE COATED DUCTILE IRON	
22-70	A	18" POLYURETHANE COATED DUCTILE IRON	
23-80	A	18" POLYURETHANE COATED DUCTILE IRON	
24-90	A	18" POLYURETHANE COATED DUCTILE IRON	
25-10	A	18" POLYURETHANE COATED DUCTILE IRON	
26-20	A	18" POLYURETHANE COATED DUCTILE IRON	
27-30	A	18" POLYURETHANE COATED DUCTILE IRON	
28-40	A	18" POLYURETHANE COATED DUCTILE IRON	
29-50	A	18" POLYURETHANE COATED DUCTILE IRON	
30-60	A	18" POLYURETHANE COATED DUCTILE IRON	
31-70	A	18" POLYURETHANE COATED DUCTILE IRON	
32-80	A	18" POLYURETHANE COATED DUCTILE IRON	
33-90	A	18" POLYURETHANE COATED DUCTILE IRON	
34-100	A	18" POLYURETHANE COATED DUCTILE IRON	
35-110	A	18" POLYURETHANE COATED DUCTILE IRON	
36-120	A	18" POLYURETHANE COATED DUCTILE IRON	
37-130	A	18" POLYURETHANE COATED DUCTILE IRON	
38-140	A	18" POLYURETHANE COATED DUCTILE IRON	
39-150	A	18" POLYURETHANE COATED DUCTILE IRON	
40-160	A	18" POLYURETHANE COATED DUCTILE IRON	
41-170	A	18" POLYURETHANE COATED DUCTILE IRON	
42-180	A	18" POLYURETHANE COATED DUCTILE IRON	
43-190	A	18" POLYURETHANE COATED DUCTILE IRON	
44-200	A	18" POLYURETHANE COATED DUCTILE IRON	
45-210	A	18" POLYURETHANE COATED DUCTILE IRON	
46-220	A	18" POLYURETHANE COATED DUCTILE IRON	
47-230	A	18" POLYURETHANE COATED DUCTILE IRON	
48-240	A	18" POLYURETHANE COATED DUCTILE IRON	
49-250	A	18" POLYURETHANE COATED DUCTILE IRON	
50-260	A	18" POLYURETHANE COATED DUCTILE IRON	
51-270	A	18" POLYURETHANE COATED DUCTILE IRON	
52-280	A	18" POLYURETHANE COATED DUCTILE IRON	
53-290	A	18" POLYURETHANE COATED DUCTILE IRON	
54-300	A	18" POLYURETHANE COATED DUCTILE IRON	
55-310	A	18" POLYURETHANE COATED DUCTILE IRON	
56-320	A	18" POLYURETHANE COATED DUCTILE IRON	
57-330	A	18" POLYURETHANE COATED DUCTILE IRON	
58-340	A	18" POLYURETHANE COATED DUCTILE IRON	
59-350	A	18" POLYURETHANE COATED DUCTILE IRON	
60-360	A	18" POLYURETHANE COATED DUCTILE IRON	
61-370	A	18" POLYURETHANE COATED DUCTILE IRON	
62-380	A	18" POLYURETHANE COATED DUCTILE IRON	
63-390	A	18" POLYURETHANE COATED DUCTILE IRON	
64-400	A	18" POLYURETHANE COATED DUCTILE IRON	
65-410	A	18" POLYURETHANE COATED DUCTILE IRON	
66-420	A	18" POLYURETHANE COATED DUCTILE IRON	
67-430	A	18" POLYURETHANE COATED DUCTILE IRON	
68-440	A	18" POLYURETHANE COATED DUCTILE IRON	

CITY OF DENTON
 (FROM 1.35E+M SPLIT TO MILAM)
 HI-35 UTILTY RELOCATIONS

CATHODIC PROTECTION
 TEST STATION SCHEDULE



V&A
 Engineering
 Houston, TX 77064
 Phone: 281.281.8888
 Fax: 281.281.8898
 Project No. 24-0288

DATE: FEBRUARY 2023
 DESIGN: V&A
 DRAWN: ET
 CHECKED: CS
 KMA NO.: 06102403

SHEET
41

DATE:	FEBRUARY 2023
DESIGN:	V&A
ET:	
CS:	
CHECKED:	
KHA NO.:	06102443

CITY OF DENTON
 (FROM I-35E/W SPLIT TO MILAM)
 H-35 UTILITY RELOCATIONS

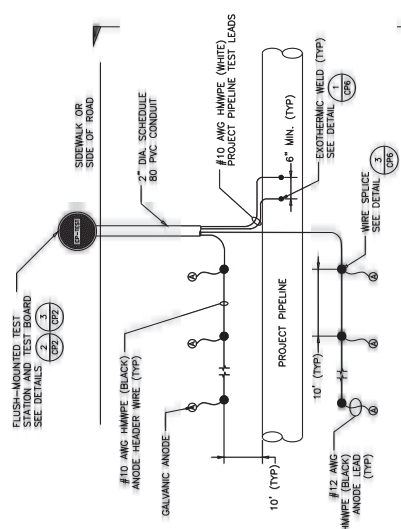



CATHODIC PROTECTION
 DETAILS

SHEET	
42	



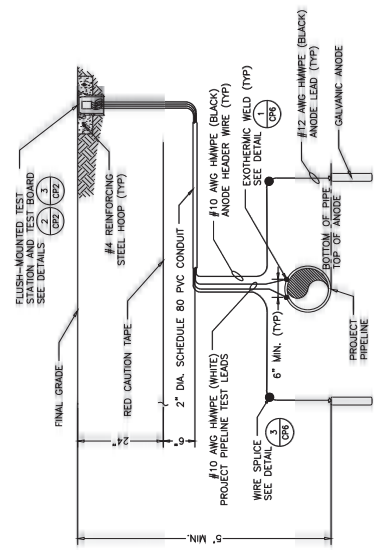
V&A
 11000 North Loop West, Suite 1000
 Houston, TX 77066
 Tel: (713) 966-6666
 Fax: (713) 966-6668
 Project No. 202008



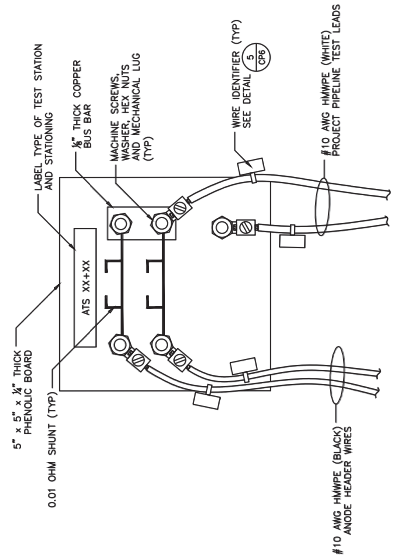
NOTE:
 THE SIZE, TYPE, AND NUMBER OF ANODES PER ANODE BED SHALL BE AS SHOWN ON THE GALVANIC ANODE BED SCHEDULE (GPI).

ANODE TEST STATION (ATS)
 PLAN VIEW
 NTS

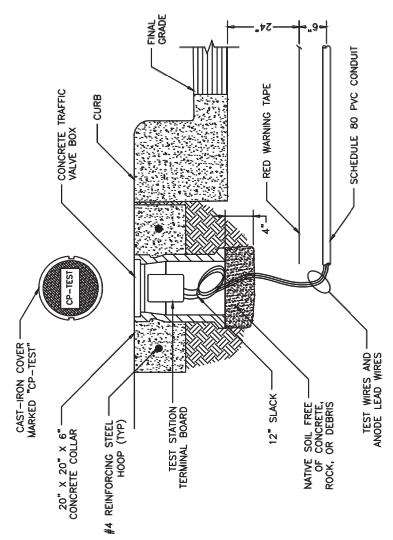
ANODE TEST STATION (ATS)
 SECTION VIEW
 NTS



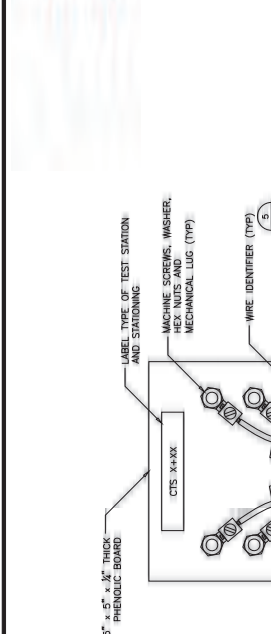
ANODE TEST STATION (ATS)
 SECTION VIEW
 NTS



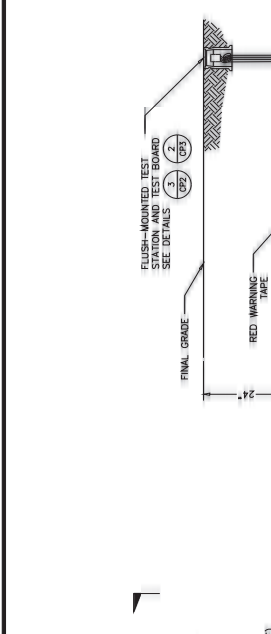
ANODE TEST STATION (ATS)
 TERMINAL BOARD DETAIL
 NTS



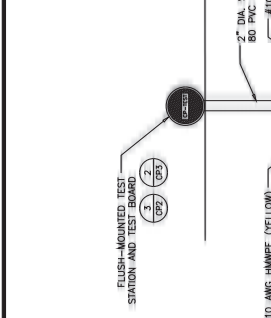
FLUSH-MOUNTED TEST STATION
 DETAIL
 NTS



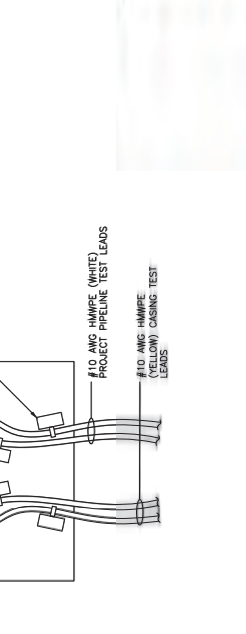
CASING TEST STATION (CTS) TERMINAL BOARD DETAIL
NTS



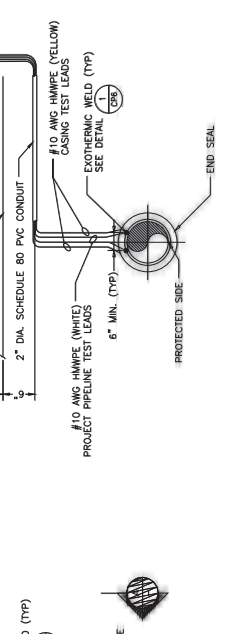
CASING TEST STATION (CTS) SECTION
NTS



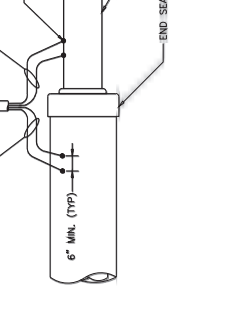
CASING TEST STATION (CTS)
NTS



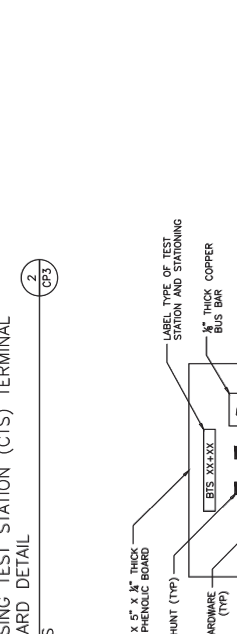
FOREIGN PIPELINE BONDING TEST STATION (FPBTS) TERMINAL BOARD DETAIL
NTS



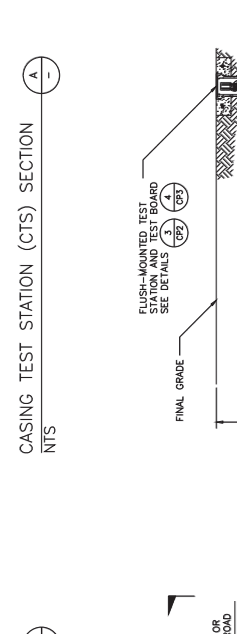
FOREIGN PIPELINE BONDING TEST STATION (FPBTS) SECTION
NTS



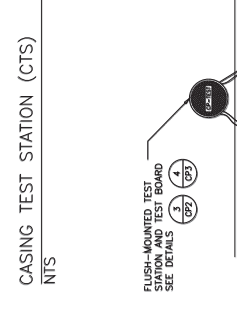
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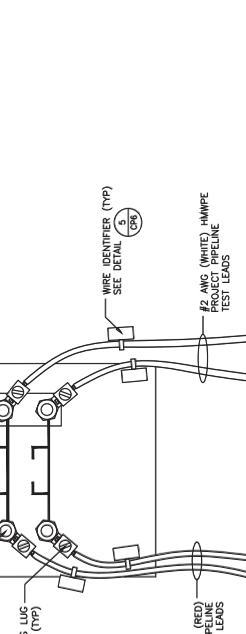
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NTS



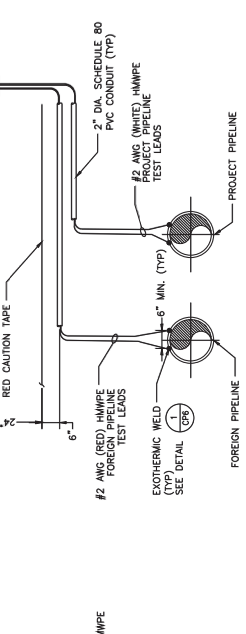
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NTS



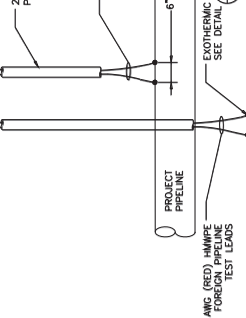
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NTS



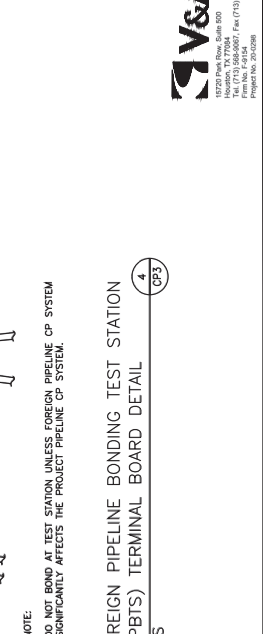
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NTS



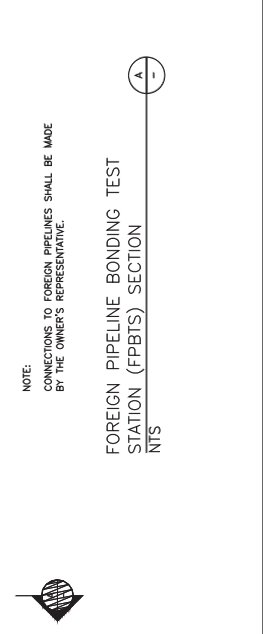
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NTS



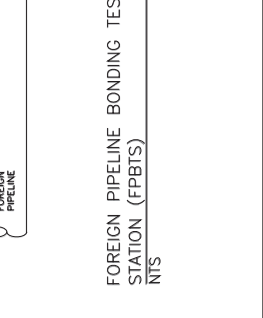
FOREIGN PIPELINE BONDING TEST STATION (FPBTS) SECTION
NTS



FOREIGN PIPELINE BONDING TEST STATION (FPBTS) SECTION
NTS



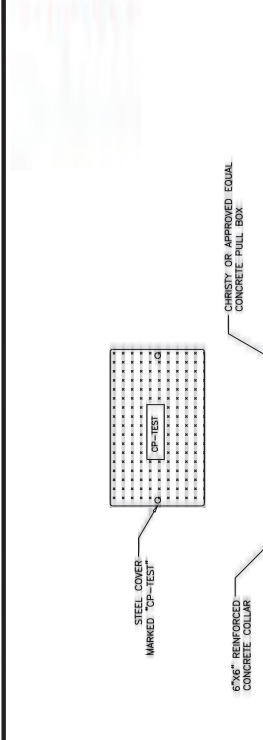
FOREIGN PIPELINE BONDING TEST STATION (FPBTS)
NTS



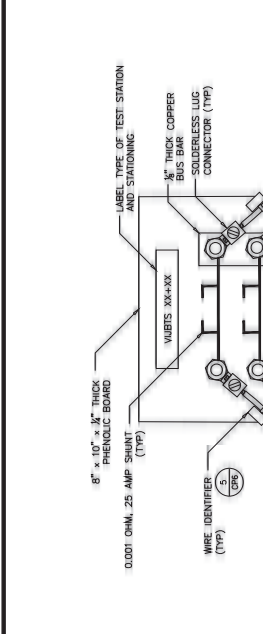
FOREIGN PIPELINE BONDING TEST STATION (FPBTS) SECTION
NTS

NOTE:
DO NOT BOND AT TEST STATION UNLESS FOREIGN PIPELINE CP SYSTEM SIGNIFICANTLY AFFECTS THE PROJECT PIPELINE CP SYSTEM.

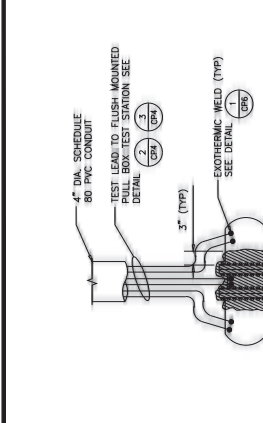
NOTE:
CONNECTIONS TO FOREIGN PIPELINES SHALL BE MADE BY THE OWNER'S REPRESENTATIVE.



FLUSH-MOUNTED PULL BOX TEST STATION DETAIL
 NTS



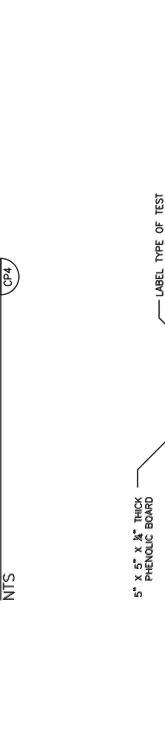
VALVE INSULATING JOINT/BONDING TEST STATION (VUBT) TERMINAL BOARD DETAIL
 NTS



VALVE INSULATING JOINT/BONDING TEST STATION (VUBT) SECTION VIEW
 NTS



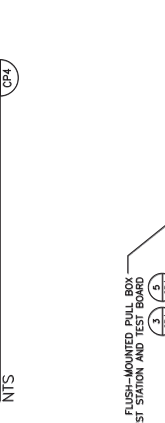
VALVE INSULATING JOINT/BONDING TEST STATION (VUBT) PLAN VIEW
 NTS



INSULATING JOINT TEST STATION (IJTS) TERMINAL BOARD DETAIL
 NTS



INSULATING JOINT TEST STATION (IJTS) SECTION VIEW
 NTS



INSULATING JOINT TEST STATION (IJTS) PLAN VIEW
 NTS

NOTES:
 1. DO NOT APPLY PETROLATUM WAX TAPE IF VALVE IS IN MANUAL.
 2. DO NOT BOND ABOVE VALVE WITH BONDING WIRES. ELECTRICAL CONTINUITY TO BE PROVIDED AT TEST STATION ABOVE GRADE WHEN SPECIFIED.

NOTES:
 1. DO NOT APPLY PETROLATUM TAPE IF COUPLING IS LOCATED ABOVE.
 2. WRAP FITTING IN PETROLATUM WAX TAPE AND OVERLAP PIPE BY 12".

NOTES:
 1. PROVIDE ELECTRICAL CONTINUITY THROUGH THE SHUNTS ONLY. IF ANY DISCONTINUITIES BETWEEN PROJECT PIPELINE AND ADDING PIPELINE IS WANTED.

FLUSH-MOUNTED PULL BOX TEST STATION DETAIL
 NTS

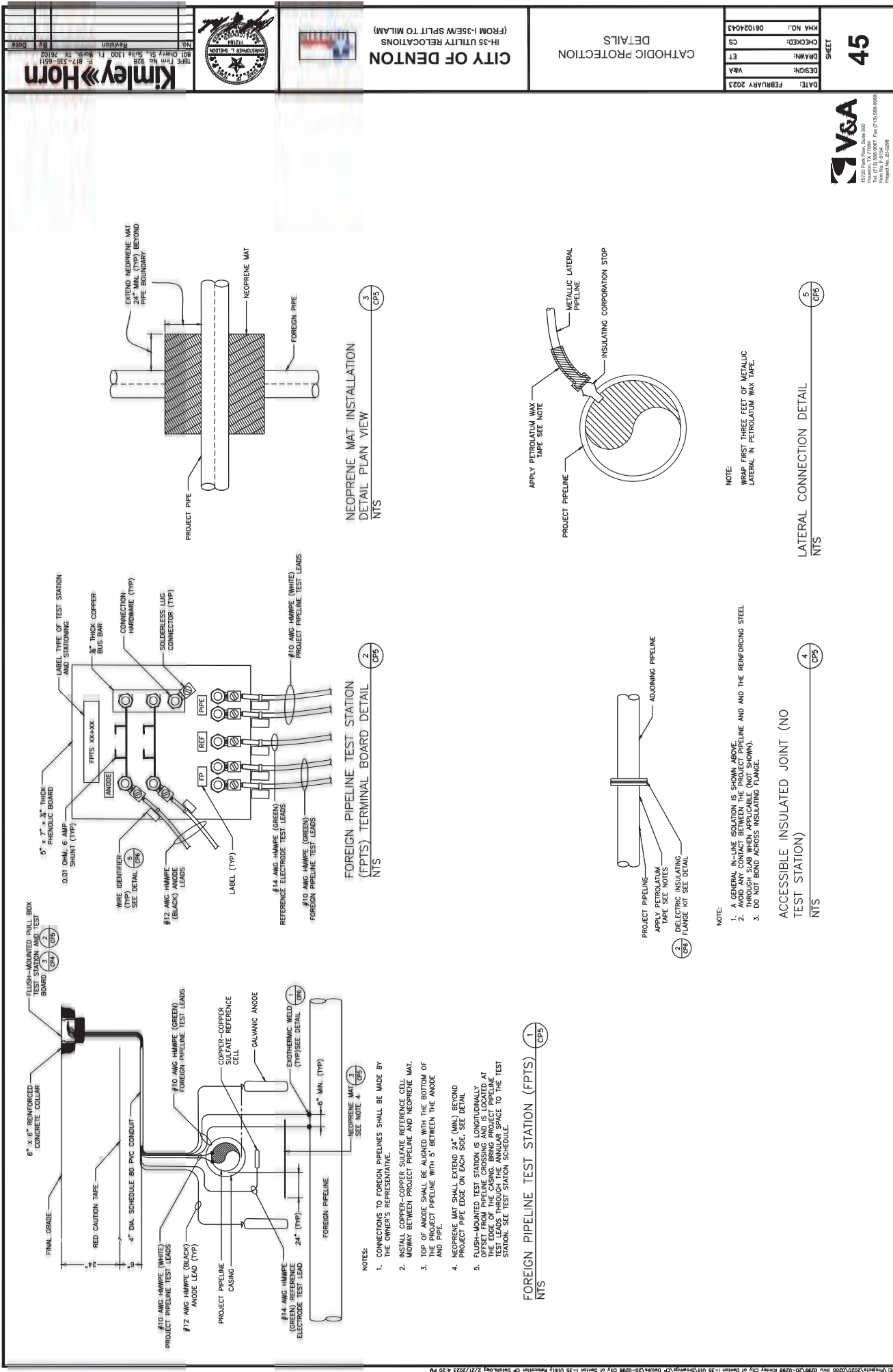
VALVE INSULATING JOINT/BONDING TEST STATION (VUBT) TERMINAL BOARD DETAIL
 NTS

VALVE INSULATING JOINT/BONDING TEST STATION (VUBT) SECTION VIEW
 NTS

INSULATING JOINT TEST STATION (IJTS) TERMINAL BOARD DETAIL
 NTS

INSULATING JOINT TEST STATION (IJTS) SECTION VIEW
 NTS

INSULATING JOINT TEST STATION (IJTS) PLAN VIEW
 NTS



NEOPRENE MAT INSTALLATION
DETAIL PLAN VIEW
NTS

FOREIGN PIPELINE TEST STATION
(FPTS) TERMINAL BOARD DETAIL
NTS

FOREIGN PIPELINE TEST STATION (FPTS)
NTS

LATERAL CONNECTION DETAIL
NTS

ACCESSIBLE INSULATED JOINT (NO
TEST STATION)
NTS

NOTE:
WAS FIRST FEET OF METALLIC
LATERAL IN PETROLIUM WAX TAPE.

NOTE:
1. GENERAL IN LINE SECTION IS SHOWN ABOVE.
2. GENERAL IN LINE SECTION IS SHOWN ABOVE.
3. THROUGH SLAB WHEN APPLICABLE (NOT SHOWN).
4. DO NOT BOND ACROSS INSULATING FLANGE.


- NOTES:
1. CONNECTIONS TO FOREIGN PIPELINES SHALL BE MADE BY THE OWNER'S REPRESENTATIVE.
 2. INSTALL COPPER-COPPER SULFATE REFERENCE CELL MIDWAY BETWEEN PROJECT PIPELINE AND NEOPRENE MAT.
 3. TOP OF ANODE SHALL BE ALIGNED WITH THE BOTTOM OF AND PIPE.
 4. NEOPRENE MAT SHALL EXTEND 24" (MIN.) BEYOND PROJECT PIPE EDGE ON EACH SIDE. SEE DETAIL.
 5. FLUSH-MOUNTED TEST STATION IS LONGITUDINALLY OFFSET FROM PIPELINE CROSSING AND IS LOCATED AT THE POINT OF CROSSING. THE ANODE SHALL BE LOCATED AT THE TEST STATION THROUGH THE ANNUAL SPACE TO THE TEST STATION. SEE TEST STATION SCHEDULE.

46 SHEET

DATE: FEBRUARY 2023
DESIGN: V&A
ENGINEER: ET
CHECKED: CS
KRM NO.: 061024043

CATHODIC PROTECTION DETAILS

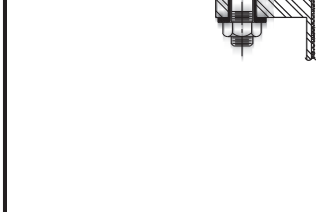
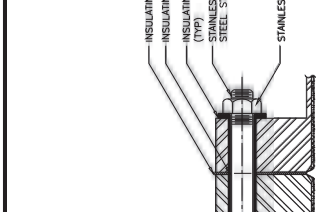
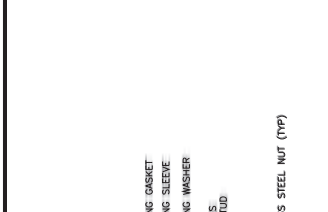
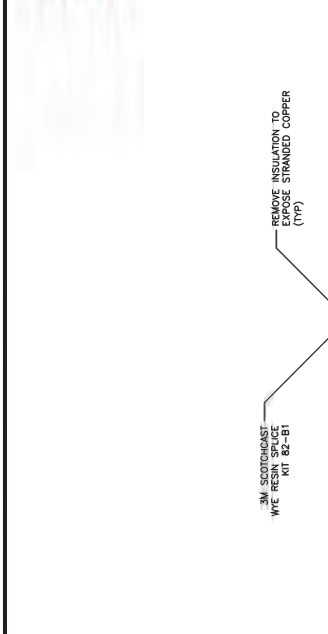
CITY OF DENTON
HS UTILTY RELATIONS
(FROM I-35E/W SPLIT TO MILAM)



1101 W. HORN BLVD., SUITE 1200
DENTON, TX 76208
PHONE: 817-325-6511
FAX: 817-325-6511

REVISION

NO.	BY	DATE
1	ET	02/28/23



- 1. ALL WELDS SHALL BE 6" APART AT MINIMUM.
- 2. GRIND STRIKING SURFACE TO BARE METAL AND CLEAN SURFACE. GROUND AREA SHALL BE LARGE ENOUGH FOR EXOTHERMIC WELD ENDING WITH SMALL ANGLE BE COMPLETELY COVERED BY WELD CAP.
- 3. STRIP INSULATION FROM WIRE AND ATTACH SLEEVE.
- 4. HOLD MOLD FIRMLY WITH OPERATOR. GRIND AWAY FROM OPERATOR. FILL WITH FLINT GUN. REMOVE SLAG WITH BRUSH. CONNECTION WITH CHIPPING HAMMER. TEST WELD WITH 22 OZ HAMMER.
- 5. COVER CONNECTION WITH WELD CAP WITH INTEGRATED PRIMER. REPAIR ANY CRACKS AND LEAKING IN ACCORDANCE WITH COATING AND LINING MFG RECOMMENDATIONS.

EXOTHERMIC WELD DETAIL FOR DUCTILE IRON PIPE
NTS
1 CP6

DIELECTRIC INSULATING FLANGE KIT DETAIL WITH SECTION VIEW
NTS
2 CP6

WYE WIRE SPLICING DETAIL
NTS
3 CP6

WIRE IDENTIFIER DETAIL
NTS
5 CP6

- 1. WRAP FITTING IN PETROLIUM WAX TAPE AND OVERLAP PIPE BY 12".
- 2. INSTALL WIRE BONDS AT ALL JOINTS EXCEPT AT LOCATIONS WITH TEST STATIONS (OR OTHERWISE SPECIFIED) TO ENSURE PIPELINE ELECTRICAL CONTINUITY.

PIPE JOINT BONDING DETAILS FOR DUCTILE IRON NON-INSULATED JOINTS
NTS
4 CP6

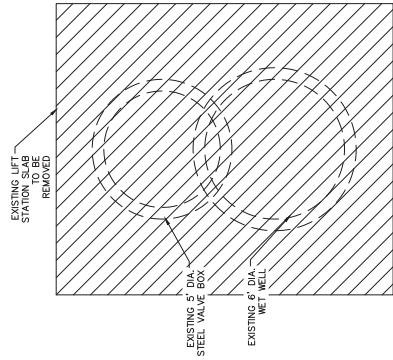
WIRE IDENTIFIER SCHEDULE

PIPELINE	VALVE	CASING	ANODE	DECOUPLER
----------	-------	--------	-------	-----------

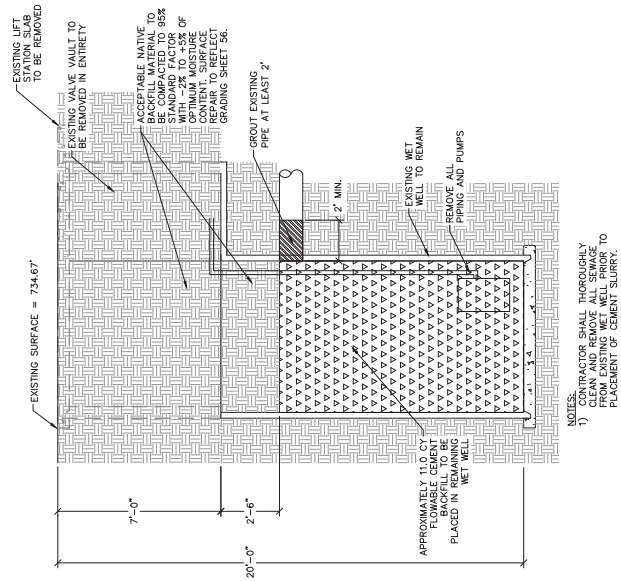
WIRE IDENTIFIER DETAIL
NTS
5 CP6



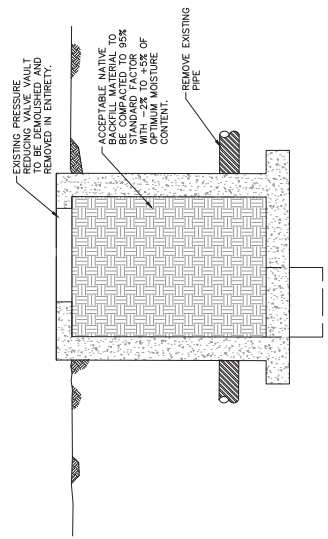
V&A
Engineering
1101 W. HORN BLVD.
DENTON, TX 76208
PHONE: 817-325-6511
FAX: 817-325-6511
Project No. 26-0088



1 EXISTING WETWELL REMOVAL
SCALE: 3/8" = 1"

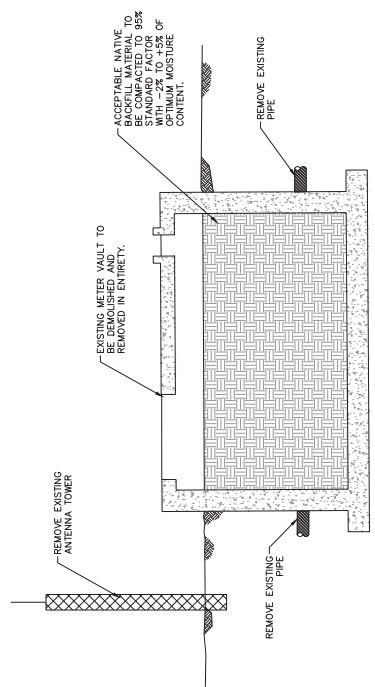


2 EXISTING WETWELL REMOVAL
SCALE: 3/8" = 1"



NOTES:
1) THIS STRUCTURE IS 8'x6'x6'
2) CONTRACTOR SHALL CONTACT CHRIS CARRO (940-344-7100) PRIOR TO SALVAGE ANY USEABLE APURTENANCES.

1 EXISTING PRESSURE REDUCING VALVE VAULT
SCALE: 3/8" = 1"



NOTES:
1) THIS STRUCTURE IS 8'x15'x9'9"
2) CONTRACTOR SHALL CONTACT CHRIS CARRO (940-344-7100) 48 HOURS PRIOR TO SALVAGE ANY USEABLE APURTENANCES.

2 EXISTING METER VAULT REMOVAL
SCALE: 3/8" = 1"

DATE: MARCH 2023	DESIGN: CFI	DRAWN: NDOH	CHECKED: JFA	KHA NO.: 061024043
CITY OF DENTON (FROM US-380 TO MILAM) HI-35 UTILITY RELOCATIONS				
Kimley-Horn 501 Cherry St., Suite 2000 Ft. Worth, TX 76104 817-335-8800 Revision: _____ BY: _____ DATE: _____				



CITY OF DENTON
 (FROM US-380 TO MILAM)
 HI-35 UTILITY RELOCATIONS



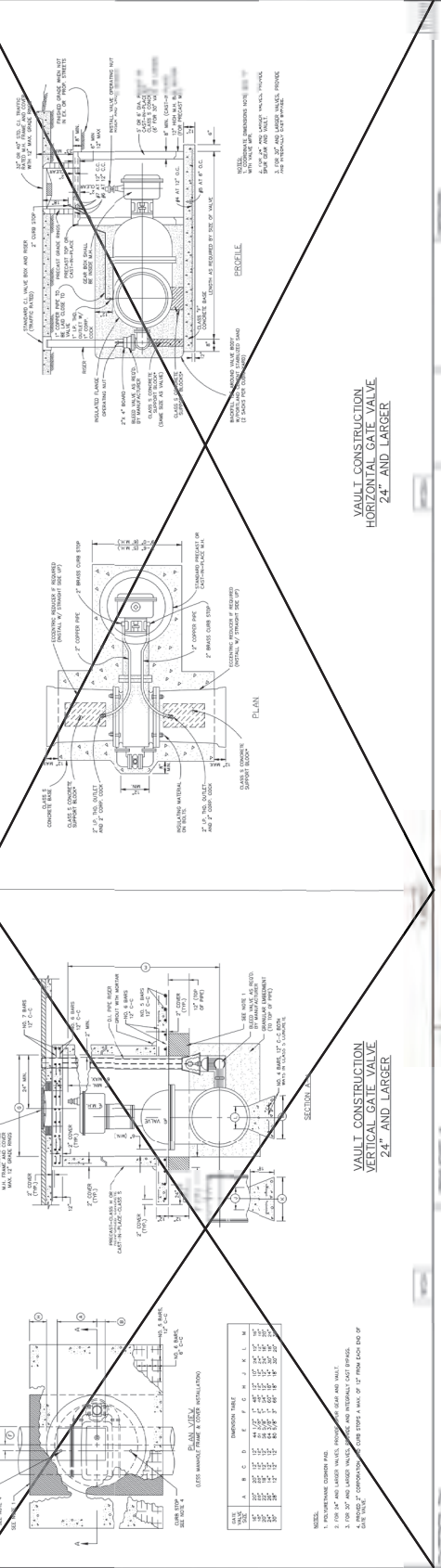
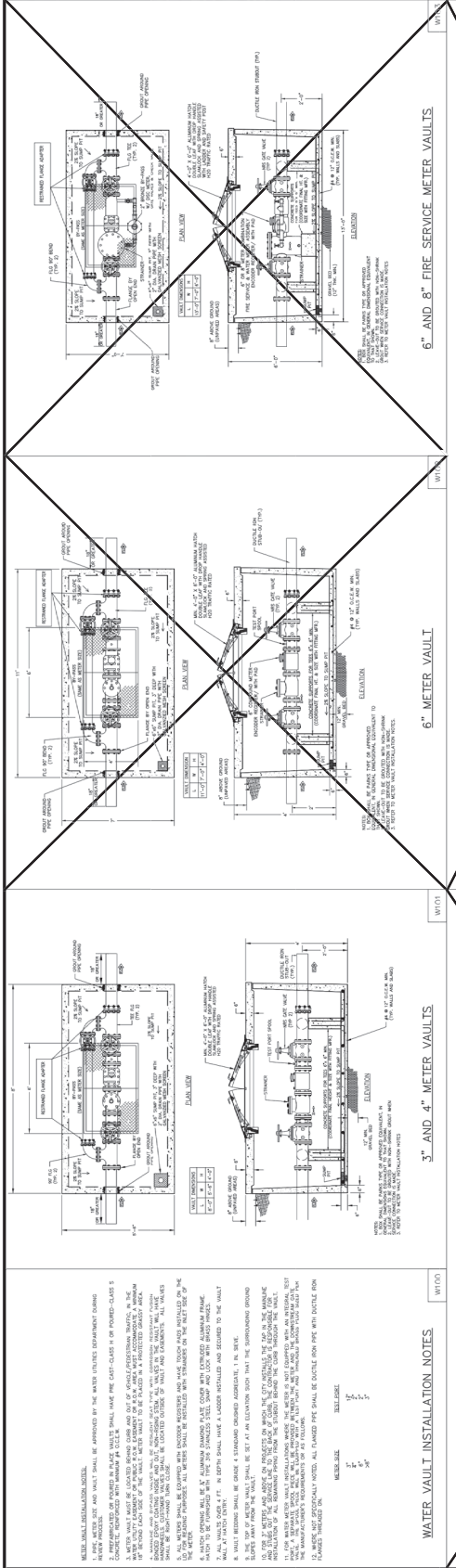
Professional Engineer Seal for Kimley-Horn and Associates, Inc.




DATE: MARCH 2023
 DESIGN: CRI
 DRAWING: NDCH
 CHECKED: JRA
 KHA NO.: 061024043

CITY STANDARD DTLS 1

57
 SHEET



STANDARD DETAILS
 WATER SERVICES



DATE: JUL 2022
 SHEET NO.: 1 OF 26

SCALE: 1/8" = 1'-0"
 1/4" = 1'-0"
 1/2" = 1'-0"

REVISIONS:

NO.	DATE	DESCRIPTION

REVISIONS:

1. POLYMER CONCRETE PAVEMENT
2. 1" TOP AND 3" SIDE CURBS
3. 1" TOP AND 3" SIDE CURBS AND INTEGRAL GUT FRANGE
4. 2" RINGS OF CONCRETE OVER STEPS, A MAX. OF 1" FROM EDGE OF

WATER VAULT INSTALLATION NOTES

1. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
2. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
3. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
4. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
5. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
6. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
7. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
8. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
9. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.
10. ALL METERS SHALL BE CORDED WITH ANCHOR HEADERS AND HAVE TOOTH PINS INSTALLED ON THE TOP SURFACE.

TYPE	A	B	C	D	E	F	G	H	J	K	L	M
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2												
3												
4												
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7												
8												
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10												

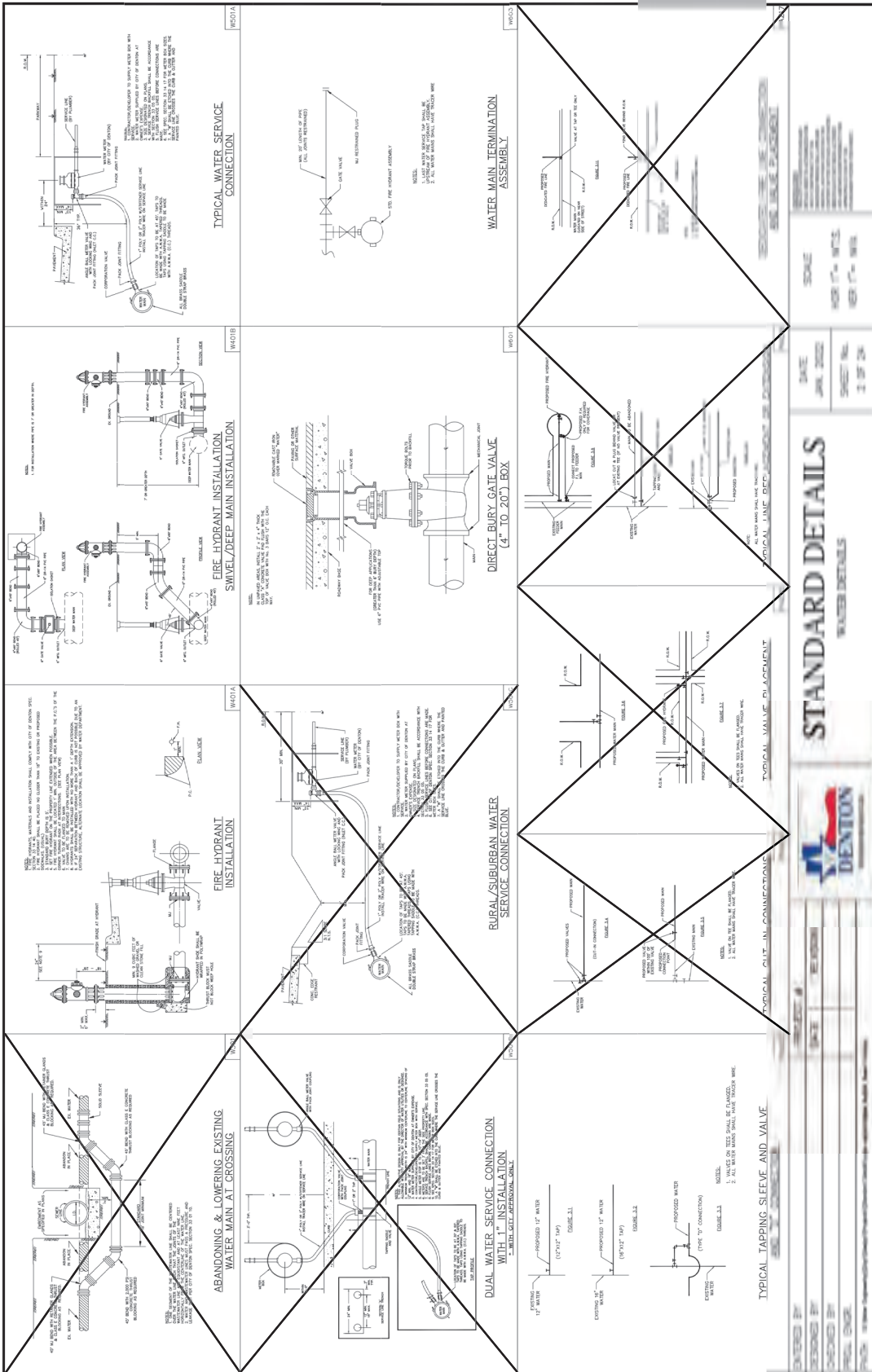
DATE:	MARCH 2023
DESIGN:	CFM
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043

CITY STANDARD DTLS 2

CITY OF DENTON
 (FROM US-380 TO MILAM)
 HI-36 UTILITY RELOCATIONS



Kimley-Horn
 11000 Preston Road, Suite 3000, Ft. Worth, TX 76103
 Revision: _____ By: D16



DATE: MARCH 2023
 DESIGN: CRI
 DRAWN: NDCH
 CHECKED: JRA
 KMA NO.: 061024043

CITY STANDARD DTL 3



CITY OF DENTON
 HI-35 UTILITY RELOCATIONS
 (FROM US-380 TO MILAM)



Kimley-Horn & Berkeley
 THE CITY OF DENTON, TEXAS
 3000 P.O. BOX 2000
 DENVER, CO 80202
 Revision By Date

DATE	DATE	SCALE
APR 2023	APR 2023	AS SHOWN
SHEET NO.	SHEET NO.	SHEET NO.
3 OF 29	3 OF 29	3 OF 29

STANDARD DETAILS
 NUMBER DETAILS

PROJECT # [REDACTED]
 DRAWN BY [REDACTED]
 CHECKED BY [REDACTED]
 DATE [REDACTED]

HORIZONTAL THRUST BLOCK AT PIPE BEND (W7020)

VERTICAL THRUST BLOCK AT PIPE BEND (W7021)

COMBINATION AIR VALVE (W7022)

COMBINATION AIR VALVE (W7023)

W7020: HORIZONTAL THRUST BLOCK AT PIPE BEND
 GENERAL NOTES FOR ALL THRUST BLOCKS:
 1. RETAINED JOINTS SHALL BE REQUIRED FOR ALL WATER MAINS 12" AND LARGER. ALL JOINTS SHALL BE PROTECTED BY PROTECTIVE JOINT BOXES AND SHALL BE INSTALLED WITH JOINT BOXES TO BE APPROVED BY THE CITY OF DENTON.
 2. ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR QUALITY ENGY, P.C. AND 100 PSI FOR CONCRETE. JOINT BOXES SHALL BE 18" X 24" X 18" OR SMALLER. JOINT BOXES SHALL BE BUILT AS SHOWN.
 3. ALL JOINT BOXES SHALL BE BUILT AS SHOWN.
 4. ALL JOINT BOXES SHALL BE BUILT AS SHOWN.
 5. THE JOINT BOXES SHALL BE BUILT AS SHOWN.
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 8. JOINT BOXES SHALL BE BUILT AS SHOWN.
 9. JOINT BOXES SHALL BE BUILT AS SHOWN.
 10. JOINT BOXES SHALL BE BUILT AS SHOWN.

HORIZONTAL THRUST BLOCK AT PIPE BEND (W7020)

VERTICAL THRUST BLOCK AT PIPE BEND (W7021)

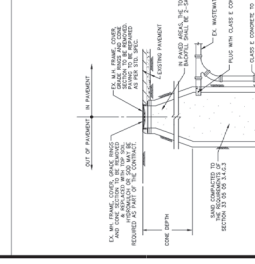
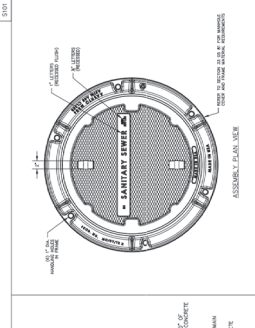
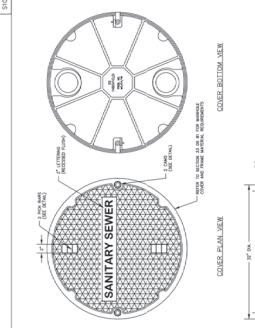
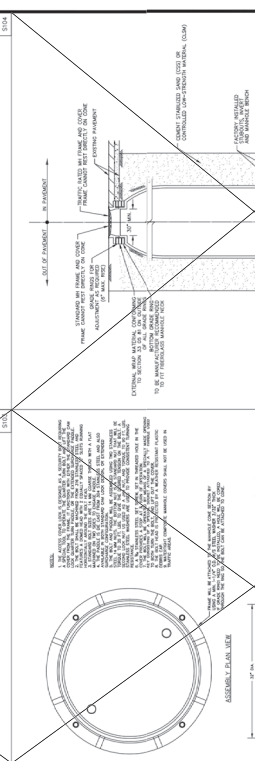
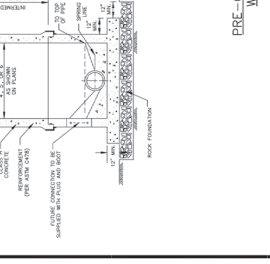
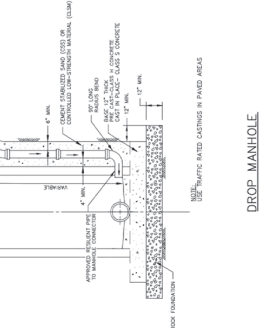
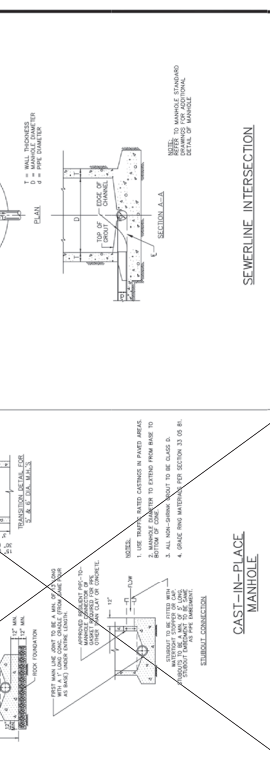
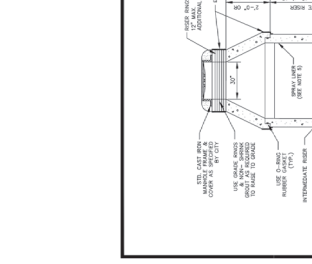
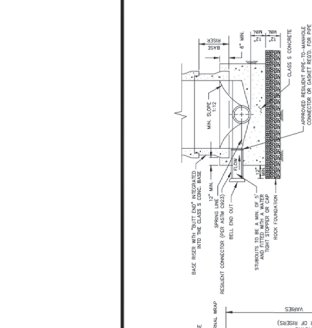
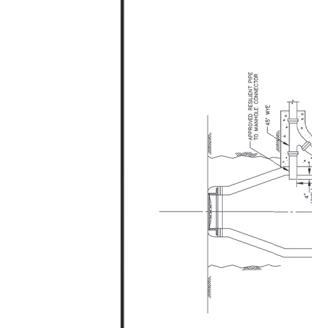
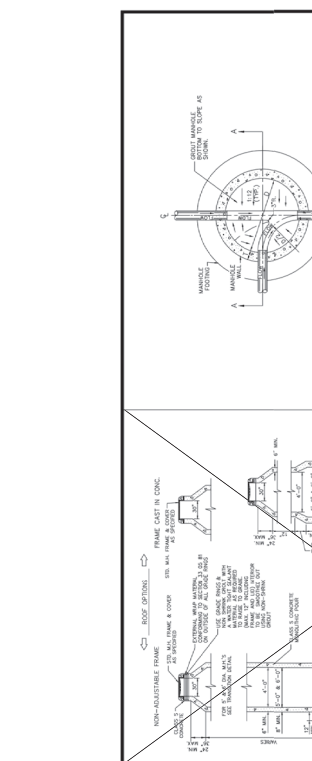
COMBINATION AIR VALVE (W7022)

COMBINATION AIR VALVE (W7023)

W7020: HORIZONTAL THRUST BLOCK AT PIPE BEND
 GENERAL NOTES FOR ALL THRUST BLOCKS:
 1. RETAINED JOINTS SHALL BE REQUIRED FOR ALL WATER MAINS 12" AND LARGER. ALL JOINTS SHALL BE PROTECTED BY PROTECTIVE JOINT BOXES AND SHALL BE INSTALLED WITH JOINT BOXES TO BE APPROVED BY THE CITY OF DENTON.
 2. ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR QUALITY ENGY, P.C. AND 100 PSI FOR CONCRETE. JOINT BOXES SHALL BE 18" X 24" X 18" OR SMALLER. JOINT BOXES SHALL BE BUILT AS SHOWN.
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 8. JOINT BOXES SHALL BE BUILT AS SHOWN.
 9. JOINT BOXES SHALL BE BUILT AS SHOWN.
 10. JOINT BOXES SHALL BE BUILT AS SHOWN.

TABLES OF DIMENSIONS AND QUANTITIES

PIPE DIA.	CONCRETE THICKNESS	PIPE THICKNESS	PIPE WEIGHT (LBS/FT)	CONCRETE WEIGHT (LBS/FT)
12	8	0.312	24.5	24.5
14	8	0.312	34.0	24.5
16	8	0.312	44.5	24.5
18	8	0.312	56.0	24.5
20	8	0.312	68.5	24.5
22	8	0.312	82.0	24.5
24	8	0.312	96.5	24.5
26	8	0.312	112.0	24.5
28	8	0.312	128.5	24.5
30	8	0.312	146.0	24.5
32	8	0.312	164.5	24.5
34	8	0.312	184.0	24.5
36	8	0.312	204.5	24.5
38	8	0.312	226.0	24.5
40	8	0.312	248.5	24.5
42	8	0.312	272.0	24.5
44	8	0.312	296.5	24.5
46	8	0.312	322.0	24.5
48	8	0.312	348.5	24.5
50	8	0.312	376.0	24.5
52	8	0.312	404.5	24.5
54	8	0.312	434.0	24.5
56	8	0.312	464.5	24.5
58	8	0.312	496.0	24.5
60	8	0.312	528.5	24.5
62	8	0.312	562.0	24.5
64	8	0.312	596.5	24.5
66	8	0.312	632.0	24.5
68	8	0.312	668.5	24.5
70	8	0.312	706.0	24.5
72	8	0.312	744.5	24.5
74	8	0.312	784.0	24.5
76	8	0.312	824.5	24.5
78	8	0.312	866.0	24.5
80	8	0.312	908.5	24.5
82	8	0.312	952.0	24.5
84	8	0.312	996.5	24.5
86	8	0.312	1042.0	24.5
88	8	0.312	1088.5	24.5
90	8	0.312	1136.0	24.5
92	8	0.312	1184.5	24.5
94	8	0.312	1234.0	24.5
96	8	0.312	1284.5	24.5
98	8	0.312	1336.0	24.5
100	8	0.312	1388.5	24.5



NO.	DATE	BY	CHKD.	APP.	DESCRIPTION
1	03/09/2023	JFA	NDCH	JFA	ISSUED FOR PERMIT
2	03/15/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
3	03/22/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
4	03/29/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
5	04/05/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
6	04/12/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
7	04/19/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
8	04/26/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
9	05/03/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
10	05/10/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
11	05/17/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
12	05/24/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
13	06/01/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
14	06/08/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
15	06/15/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
16	06/22/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
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19	07/13/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
20	07/20/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
21	07/27/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
22	08/03/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
23	08/10/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
24	08/17/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
25	08/24/2023	JFA	NDCH	JFA	REVISED PER COMMENTS
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72	07/20/2024	JFA	NDCH	JFA	REVISED PER COMMENTS
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DATE:	MARCH 2023
DESIGN:	CFM
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043



Kimley-Horn
The Firm No. 003
2010 Garry Rd., Suite 3000 Ft. Worth, TX 76103
Revision
By: D16

VENT MANHOLE

NOTES:
1. SEE DETAIL FOR VENT MANHOLE WALL AND COVER.
2. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
3. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
4. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
5. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
6. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
7. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
8. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
9. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
10. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.

SECTION VIEW OF VENT MANHOLE

NOTES:
1. SEE DETAIL FOR VENT MANHOLE WALL AND COVER.
2. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
3. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
4. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
5. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
6. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
7. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
8. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
9. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.
10. SEE DETAIL FOR VENT MANHOLE COVER AND FITTING.

18" X 14" PLASTIC BOX WITH SEWER LID

NOTES:
1. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
2. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
3. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
4. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
5. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
6. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
7. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
8. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
9. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.
10. SEE DETAIL FOR 18" X 14" PLASTIC BOX WITH SEWER LID.

SANITARY SEWER MAINLINE CLEANOUT

SECTION VIEW OF SANITARY SEWER MAINLINE CLEANOUT

NOTES:
1. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
2. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
3. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
4. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
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6. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
7. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
8. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
9. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.
10. SEE DETAIL FOR SANITARY SEWER MAINLINE CLEANOUT.

STANDARD DETAILS

REVISIONS:

NO.	DATE	DESCRIPTION
1	JUL 2022	FOR 17" BULBS
2	MAY 2023	FOR 17" BULBS

DATE: JUN 2023
SHEET NO: 5 OF 26

Kimley-Horn
 501 Cherry St., Suite 3000 Ft. Worth, TX 76104
 817-335-0555

Revision
 No. _____
 By DTL

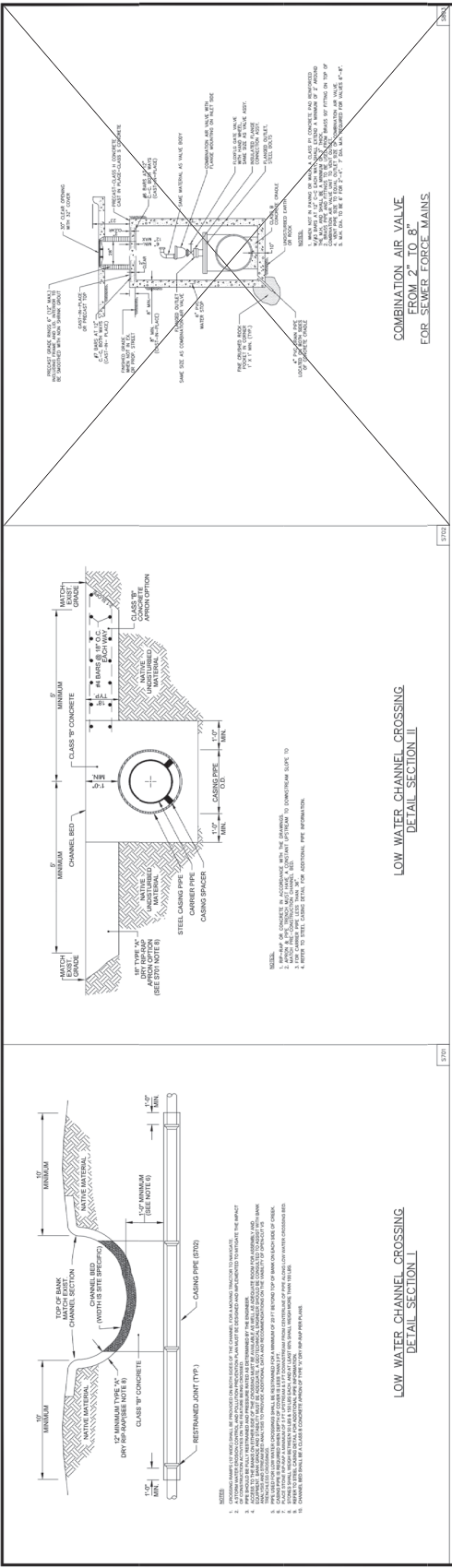


CITY OF DENTON
 (FROM US-380 TO MILAM)
 HI-38 UTILITY RELOCATIONS

CITY STANDARD DTLs 6

DATE:	MARCH 2023
DESIGN:	CRJ
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

62
 SHEET



STANDARD DETAILS
 WATER/WATER DETAILS

DENTON

REVISION	DATE	BY	REASON

PROJECT # _____
 DATE _____
 SHEET NO. _____
 SHEET TOTAL _____

DATE:	MARCH 2023
DESIGN:	CFI
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043

63

SHEET



CITY OF DENTON
 (FROM US-380 TO MILAM)
 HI-36 UTILITY RELOCATIONS

CITY STANDARD DTLS 7

<p>TYPICAL UTILITY PLACEMENTS</p>	<p>TYPICAL SAW-CUT</p>	<p>PROPOSED PAVEMENT TRENCH</p>	<p>UNPAIRED TRENCH</p>
<p>TYPICAL INSTALLATION</p>	<p>TYPICAL INSTALLATION</p>	<p>TYPICAL INSTALLATION</p>	<p>TYPICAL INSTALLATION</p>
<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>	<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>	<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>	<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>
<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>	<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>	<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>	<p>CONCRETE ENCASEMENT FOR UTILITY LINES</p>

STANDARD DETAILS
 WATER-RESISTANT SEARED DETAILS

DATE:	JUL 2022
SHEET NO.:	7 OF 24
DATE:	JUL 2022
SHEET NO.:	14 OF 14
DATE:	JUL 2022
SHEET NO.:	14 OF 14

Kimley-Horn
 TYPE: Plan No. 588
 DATE: 03/08/2023
 PROJECT: 19-0000 P. 1000 P. 1000 P. 1000 P. 1000
 REVISION: _____ BY: DTL

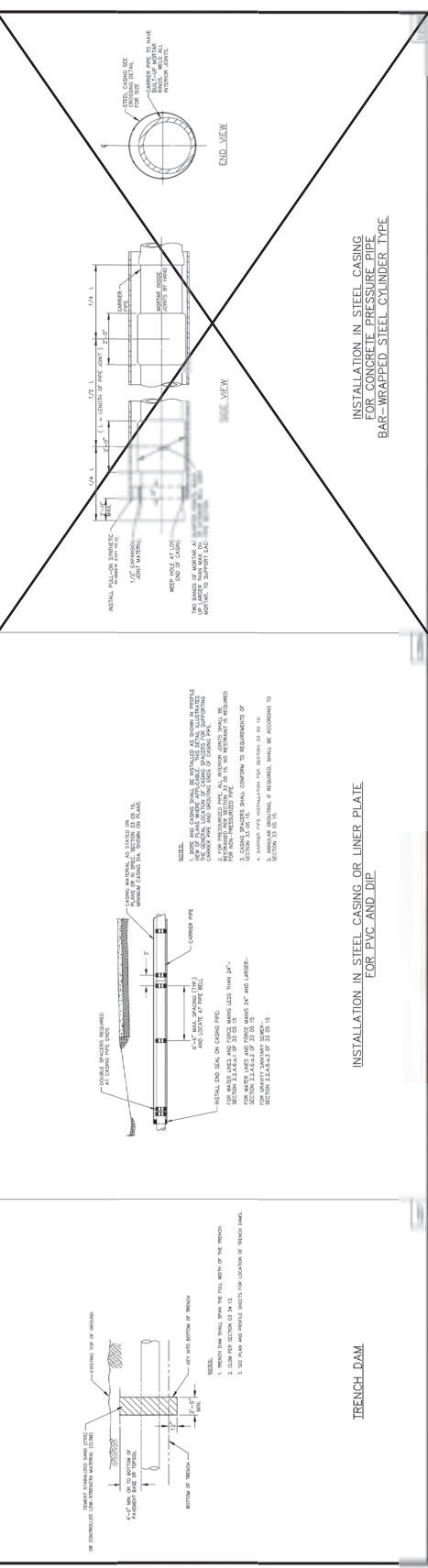
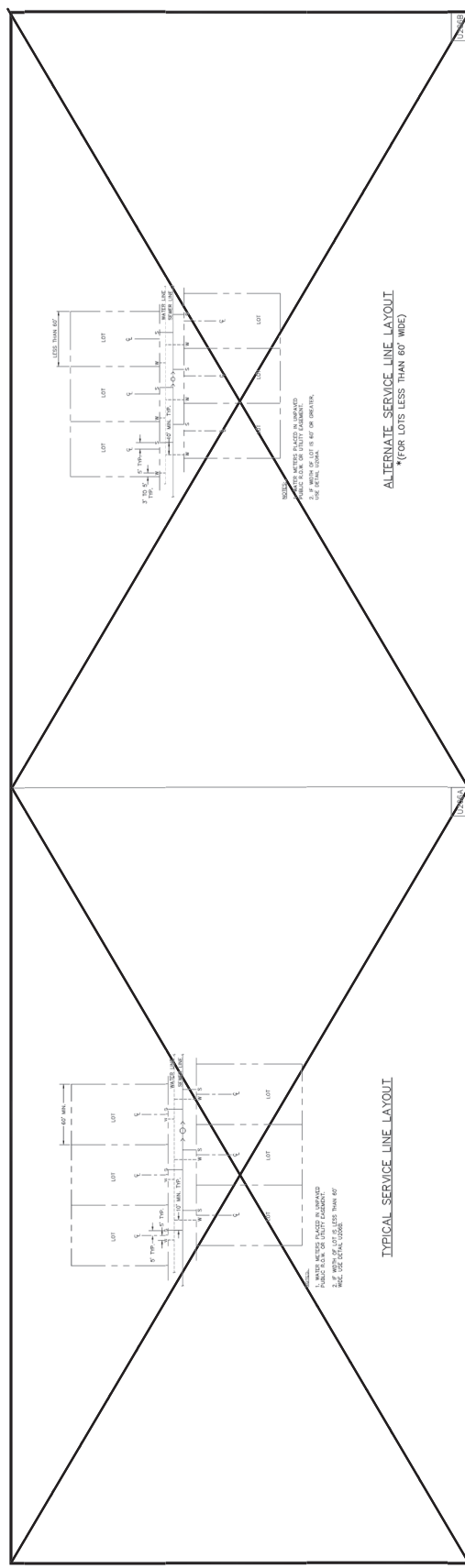


CITY OF DENTON
 HI-36 UTILITY RELOCATIONS
 (FROM US-380 TO MILAM)

CITY STANDARD DTLS 8

DATE:	MARCH 2023
DESIGN:	CRJ
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043

SHEET
64



STANDARD DETAILS
 WATER/SEWER/UTILITY SERVICES DETAILS

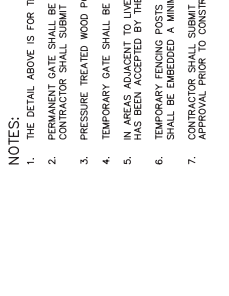
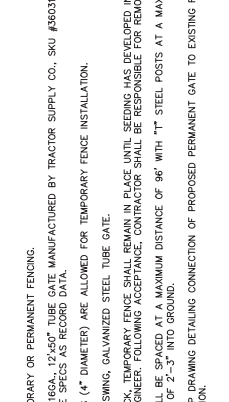
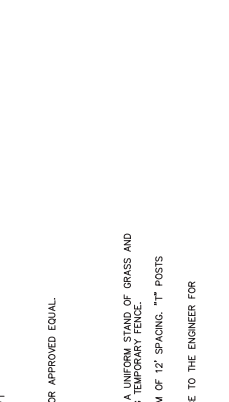
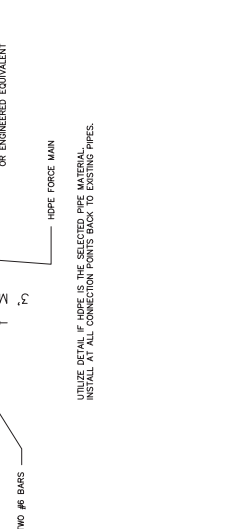
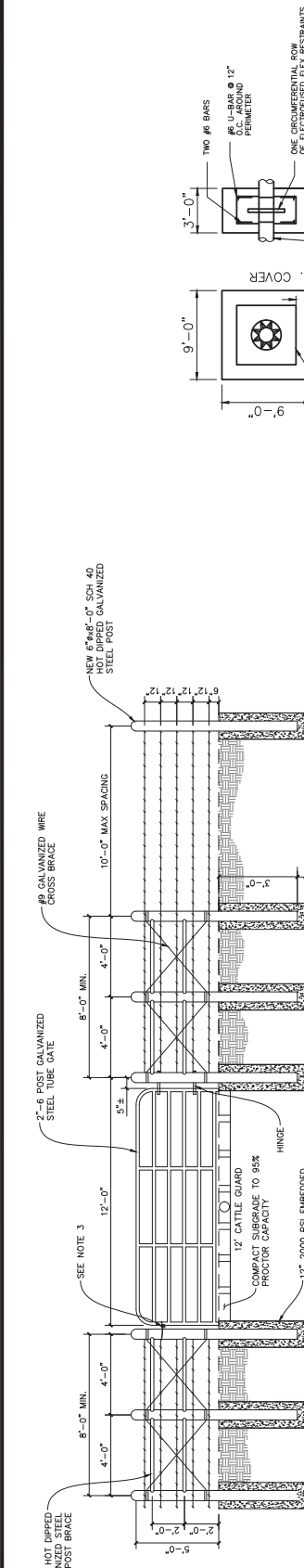
DENTON

DATE	BY	DATE	BY

INSTALLATION IN STEEL CASING OR LINER PLATE FOR BAR-WRAPPED STEEL COUNTER TYPE

INSTALLATION IN STEEL CASING OR LINER PLATE FOR PVC AND DIP

TRENCH DAM



PIPELINE CAUTION

CALL (940) 349-7000
 811
 8 AM - 5 PM
 MON - FRI
 24 HOURS
 TOLL FREE

UTILITY WARNING LABEL N.T.S.

NOTES:
 1. MARKERS SHALL BE 4-INCH DIAMETER, 6-FEET DOUBLE-SIDED MARKERS OF APPROVED EQUAL RESISTANT DOMES (IN ACCORDANCE WITH ASTM UNIFORM COLOR CODES).

1" WIRE REFLECTIVE WITH WARNING LABEL ON BOTH SIDES.
 1" W/RT STARTING 6" BELOW CAP.
 4" MIN.
 2" MIN.

NOTES:
 1. MARKERS SHALL BE 4-INCH DIAMETER, 6-FEET DOUBLE-SIDED MARKERS OF APPROVED EQUAL RESISTANT DOMES (IN ACCORDANCE WITH ASTM UNIFORM COLOR CODES).

1. THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
 2. PERMANENT GATE SHALL BE 2", 16GA., 12"x50" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO. SKU #360316 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
 3. PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
 4. TEMPORARY GATE SHALL BE 12" SWING, GALVANIZED STEEL TUBE GATE.
 5. IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
 6. TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 86" WITH "T" STEEL POSTS AT A MAXIMUM OF 12" SPACING. "T" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
 7. CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

DATE:	MARCH 2023
DESIGN:	CPH
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

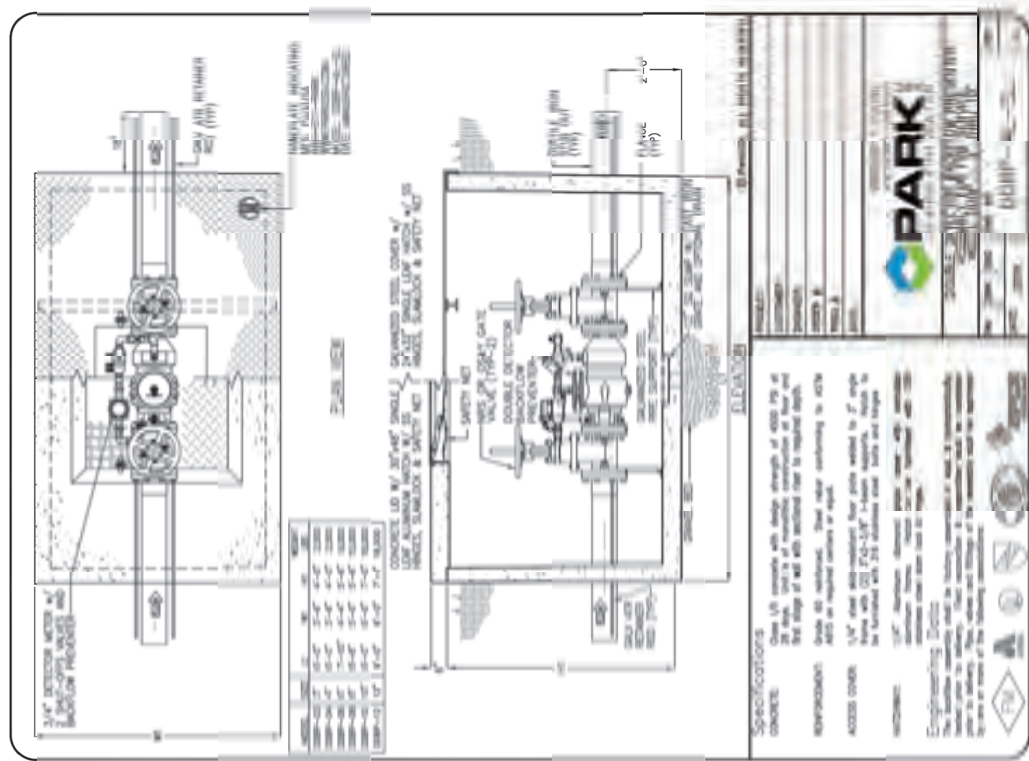
CONSTRUCTION DETAILS 2

CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-38 UTILITY RELOCATIONS



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DATE: 03/08/2023	
NO.:	Revision
BY:	DATE

Kimley-Horn & Associates, Inc.
 601 Cherry St., Suite 1000 Ft. Worth, TX 76102
 P: 817-522-0888



A 6' DOUBLE CHECK DETECTOR VAULT
 SCALE: NOT TO SCALE

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091



GRAPHIC SCALE IN FEET
 0 75 150 300
 FOR 11"X17" 1"=300'

LEGEND

SF

SILT FENCE
 REF. A/70

SO

STONE OVERFLOW STRUCTURE
 REF. B/70

IP

INLET PROTECTION
 REF. C/70



FLOW ARROW

Kimley-Horn
 10000 Katy Rd., Suite 1000 Ft. Worth, TX 76103
 Tel: 817.335.8888
 Fax: 817.335.8889
 Revision _____
 By _____
 Date _____



CITY OF DENTON
 (FROM US-380 TO MILAM)
 #163-UTILITY RELOCATIONS

EROSION CONTROL PLAN
 (SHEET 1 OF 3)

DATE:	MARCH 2023
DESIGN:	CPH
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

67

SHEET



GRAPHIC SCALE IN FEET
 0 75 150 300
 FOR 11"X17" 1"=300'

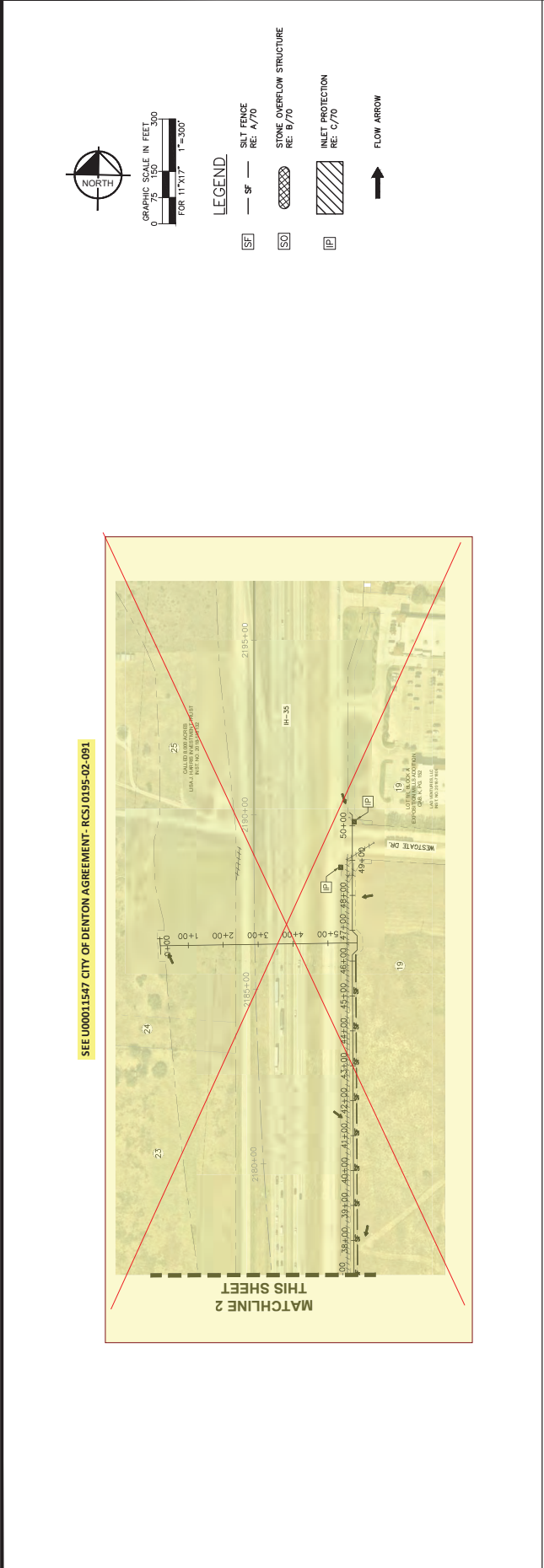
MATCHLINE 2
 THIS SHEET

DATE: MARCH 2023	DESIGN: CFI	DRAWN: NDOH	CHECKED: JFA	KHA NO.: 061024043
88				



CITY OF DENTON
 (FROM US-380 TO MILAM)
 IH-38 UTILITY RELOCATIONS

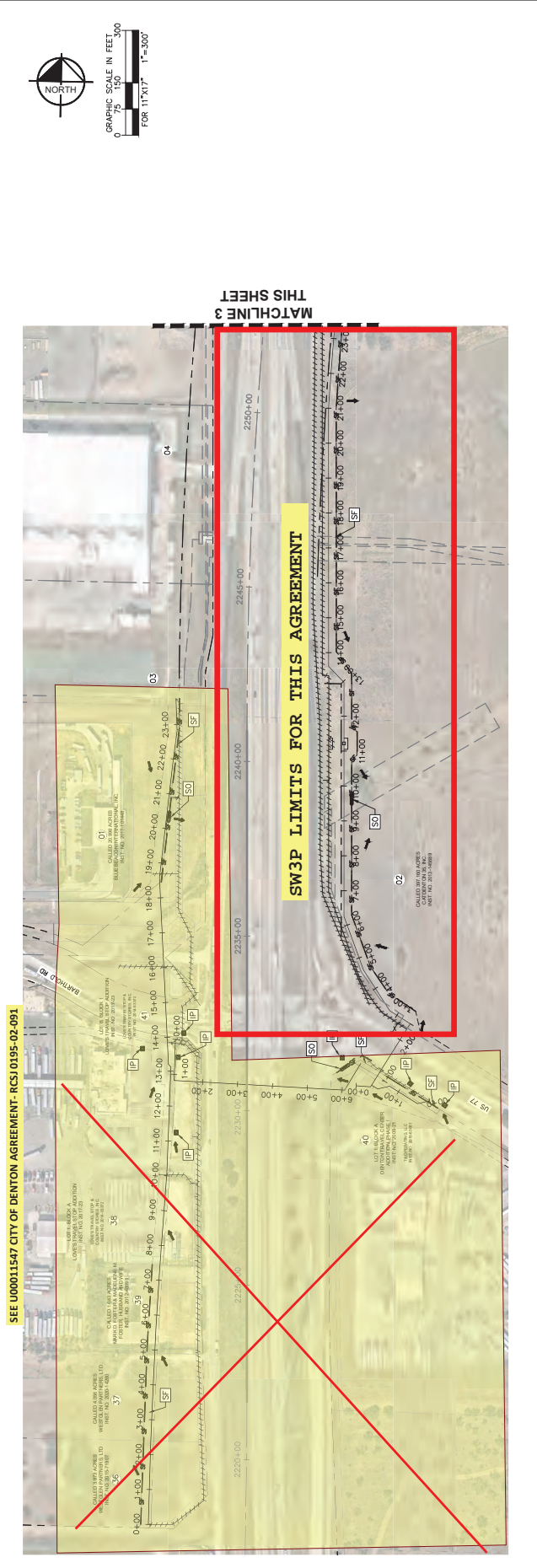
EROSION CONTROL PLAN
 (SHEET 2 OF 3)



GRAPHIC SCALE IN FEET
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 FOR 11'X17' 1"=300'

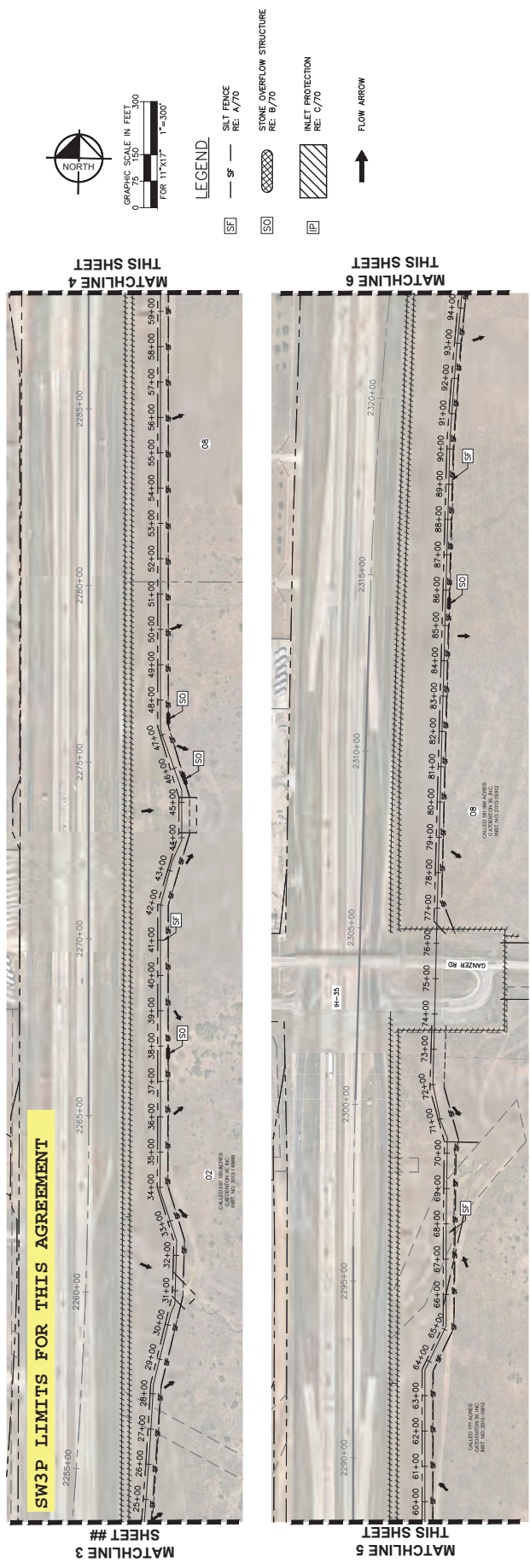
LEGEND

- SF — SILT FENCE
REF. A/70
- SO — STONE OVERFLOW STRUCTURE
REF. B/70
- IP — INLET PROTECTION
REF. C/70
- ↑ FLOW ARROW



GRAPHIC SCALE IN FEET
 0 75 150 300
 FOR 11'X17' 1"=300'

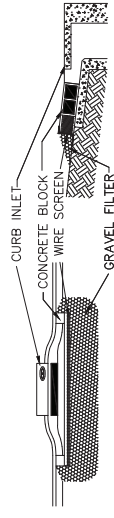
SW3P LIMITS FOR THIS AGREEMENT



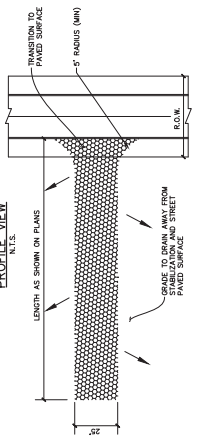
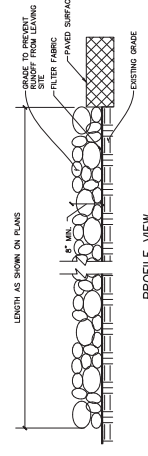
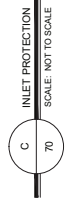
GRAPHIC SCALE IN FEET FOR 11'X17' 1"=300'



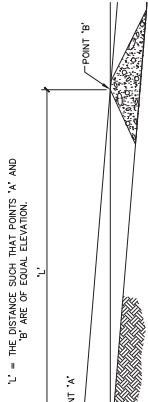
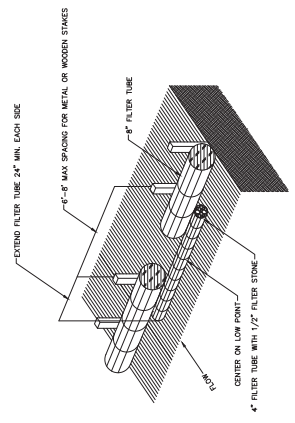
DATE:	MARCH 2023
DESIGN:	CFM
DRAWN:	NDCH
CHECKED:	JFA
KHA NO.:	061024043



1. PLACE CONCRETE BLOCKS IN A SINGLE ROW IN FRONT OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24".
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER THE ENTIRE SURFACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE ANY NON-FRIBBLE MATERIAL SUCH AS LOOSE SAND OR GRAVEL. THE AGGREGATE SHALL BE PLACED TO ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

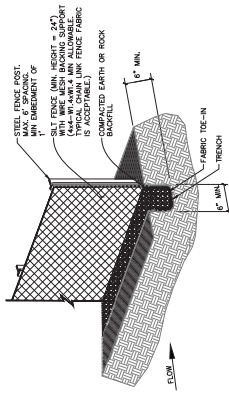


- STABILIZED CONSTRUCTION ACCESS GENERAL NOTES:**
1. STONE SHALL BE 3/4" TO 2" DIAMETER CRUSHED ROCK OR ACCEPTABLE EQUIVALENT.
 2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 50 FEET. MIN. THE MINIMUM LENGTH SHALL BE 50 FEET.
 3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
 4. INCLUDE 1% SLOPE.
 5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT BEFORE ENTERING. THIS SHALL BE DONE ON AN AREA STABILIZED WITH GRASS.
 6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT THE ENTRANCE FROM BEING CLOGGED WITH ADDITIONAL STONE, OR TRUCKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
 7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

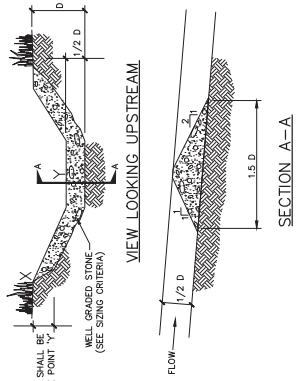


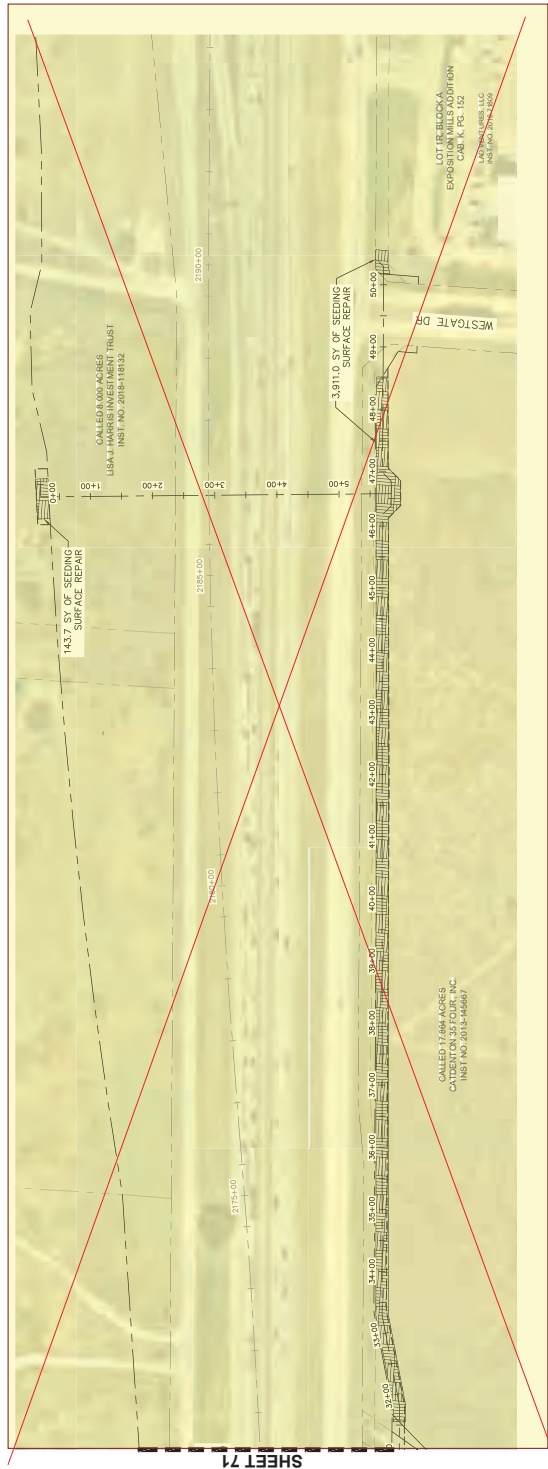
SPACING BETWEEN CHECK DAMS

- ROCK CHECK DAM GENERAL NOTES:**
1. STONE SHALL BE WELL GRADED WITH SIZE RANGE FROM 1-1/2" TO 3-1/2" INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
 2. THE CHECK DAM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE.
 3. THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE CONSTRUCTION TRAFFIC DAMAGE ETC.
 4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM ON ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
 5. WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.



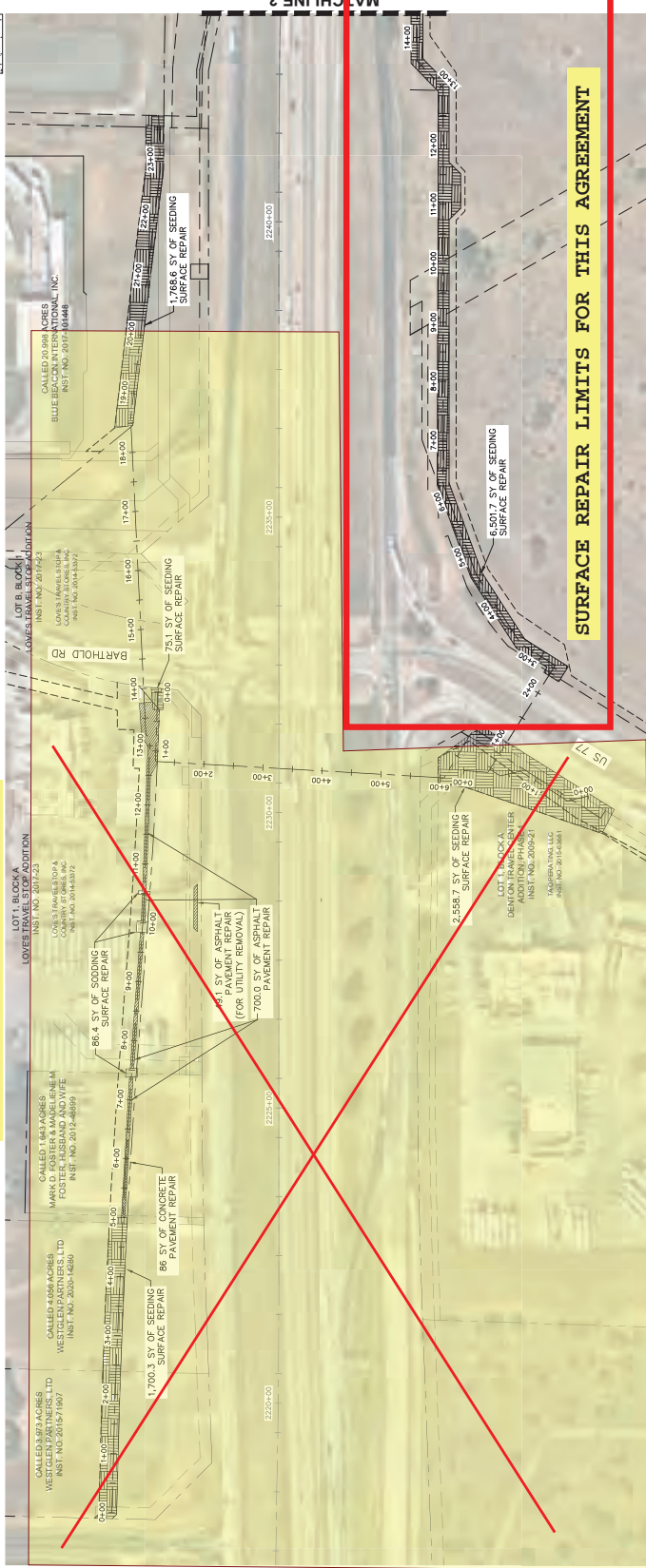
- SILT FENCE INSTALLATION**
1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 2. THE SILT FENCE SHALL BE INSTALLED ON A FLAT, AND PERPENDICULAR TO THE DIRECTION OF FLOW. THE DOWN-SLOPE FACE OF THE SILT FENCE SHALL BE PLACED ON THE DOWN-SLOPE. THE SILT FENCE SHALL BE INSTALLED ON A FLAT, AND PERPENDICULAR TO THE DIRECTION OF FLOW. THE DOWN-SLOPE FACE OF THE SILT FENCE SHALL BE PLACED ON THE DOWN-SLOPE.
 3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE Laid IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 4. THE SILT FENCE SHALL BE INSTALLED TO THE FENCE POSTS SHALL BE A 3" FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
 5. THE SILT FENCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT THE ENTRANCE FROM BEING CLOGGED WITH ADDITIONAL STONE, OR TRUCKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
 6. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
 7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
 8. BOTH ARE REQUIRED.
 9. CONTRACTOR SHALL PREPARE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE SPECIFICATIONS.





SHEET 71

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091



SURFACE REPAIR LIMITS FOR THIS AGREEMENT



GRAPHIC SCALE IN FEET
FOR 11"X17" 1"=100'
0 50 100 200

- SHEET NOTES:**
- CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS TO LANDSCAPED AREAS TO EXISTING CONDITION.
 - CONTRACTOR IS RESPONSIBLE FOR RESTORING CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION, GENERALLY AT 6- FEET WIDE FOR PIPE LARGER THAN 12" AND 6- FEET WIDE FOR ALL OTHER PIPES. CONTRACTOR SHALL BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
 - CURB AND OUTER RESTORATION SHALL BE INSTALLED AND THE PAVING REPAIR BID ITEM QUANTITY.

- LEGEND**
- ASPHALT PAVEMENT REPAIR (RE: A/65)
 - CONCRETE PAVEMENT REPAIR (RE: B/65)
 - SEEDING SURFACE REPAIR
 - SODDING SURFACE REPAIR



GRAPHIC SCALE IN FEET
FOR 11"X17" 1"=100'
0 50 100 200

Kimley-Horn
THE FIRM HAS BEEN LICENSED BY THE STATE OF TEXAS TO PROVIDE PROFESSIONAL ENGINEERING, ARCHITECTURAL, PLANNING AND SURVEYING SERVICES.
1900 W. BRIDGES BLVD., SUITE 300, FORT WORTH, TX 76108
BY: [Signature] DATE: 03/09/2023



CITY OF DENTON
HI-35-UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

PROPOSED SURFACE REPAIR
(SHEET 2 OF 5)

DATE:	MARCH 2023
CFR:	
NDCH:	
CHECKED:	JRA
KHA NO.:	061024043

Kimley-Horn
 4800 Central Expressway, Suite 200, Ft. Worth, TX 76109
 TEL: 817.335.4800 FAX: 817.335.4800
 Revision: _____ By: D016 No. _____



CITY OF DENTON
 (FROM US-380 TO MILAM)
 HI-35 UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR
 (SHEET 3 OF 5)

DATE:	MARCH 2023
DESIGN:	CPJ
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	0610Z043

SHEET
73



GRAPHIC SCALE IN FEET
 0 50 100 200
 FOR 11"x17" 1"=100'

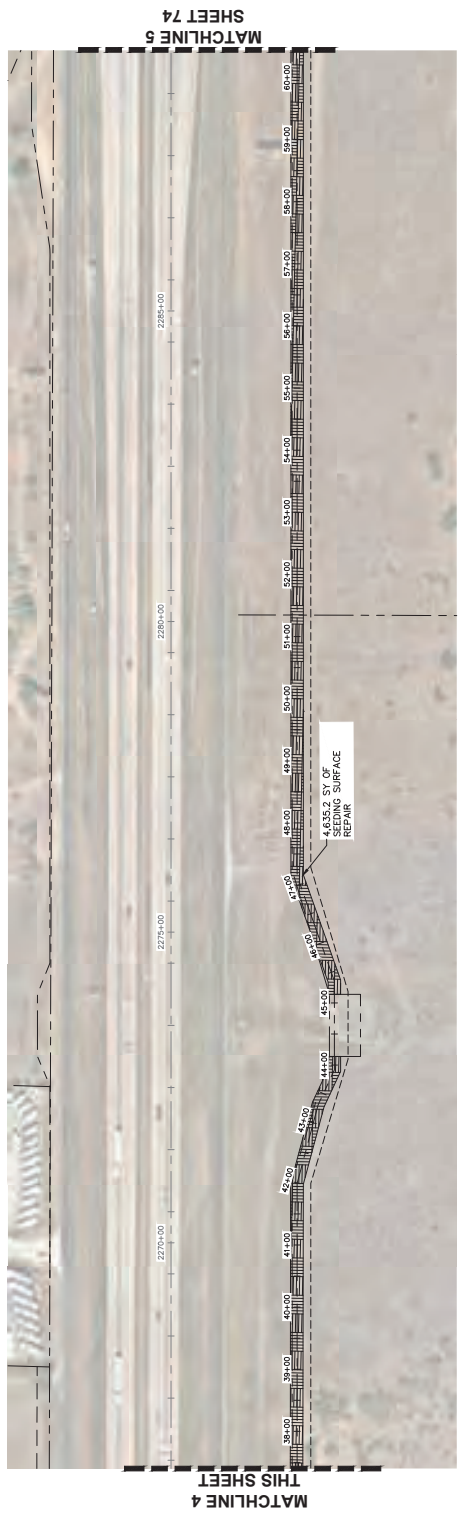
- SHEET NOTES:**
- CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS.
 - CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
 - CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE TO REPLACE FULL PANELS. NOT REQUIRED TO REPLACE FULL PANELS.
 - CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE RESTORATION AND THE PAVING REPAIR BID ITEM QUANTITY.

LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A / 65)
- CONCRETE PAVEMENT REPAIR (RE: B / 65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR



GRAPHIC SCALE IN FEET
 0 50 100 200
 FOR 11"x17" 1"=100'



Kimley-Horn
 1000 Peachtree St. NE, Suite 300
 Atlanta, GA 30309
 Tel: 404.525.8800
 Fax: 404.525.8801
 Email: info@kimley-horn.com



CITY OF DENTON
 (FROM US-380 TO MILAM)
 HI-36 UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR
 (SHEET 4 OF 5)

DATE:	MARCH 2023
DESIGN:	CPH
DRAWN:	NDOH
CHECKED:	JFA
KHA NO.:	061024043

74
 SHEET



GRAPHIC SCALE IN FEET
 0 75 150 300
 FOR 1"=100'

SHEET NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO EXISTING UTILITIES AND RESTORE PRIVATE IRRIGATION SYSTEMS.
- CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
- CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT WITH MATCHING PAVEMENT. PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE AND 8-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE EXISTING AND NOT REQUIRED TO REPLACE FULL PANEL.
- CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE RESTORATION AND THE PAVING REPAIR BID ITEM QUANTITY.

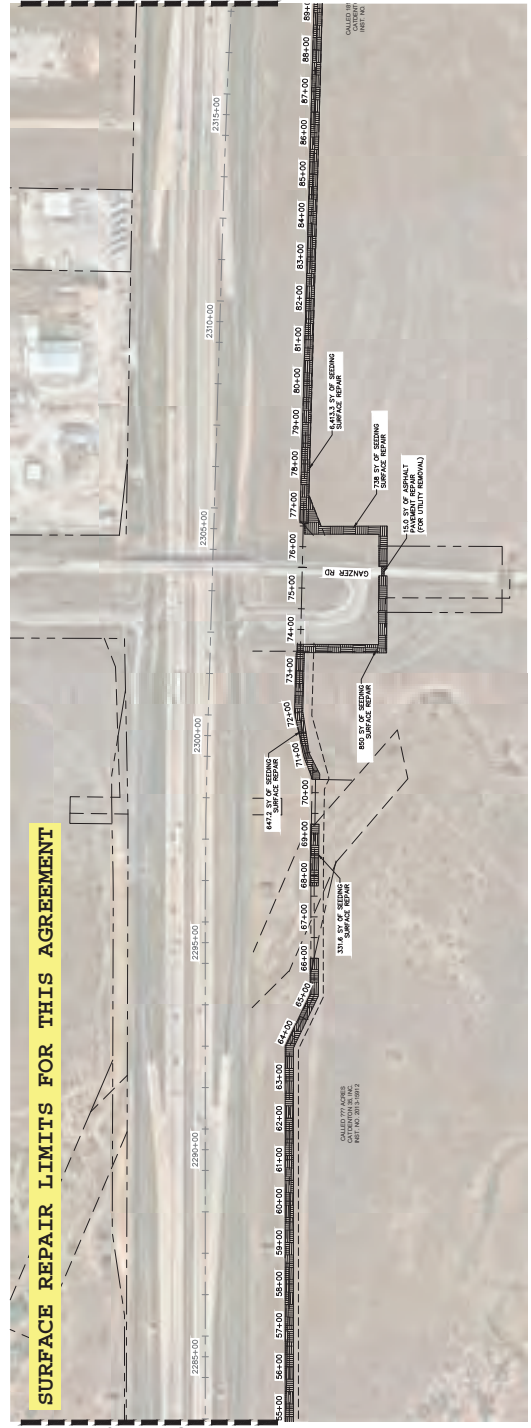
LEGEND

- ASPHALT PAVEMENT REPAIR (RE. A/65)
- CONCRETE PAVEMENT REPAIR (RE. 6/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR



GRAPHIC SCALE IN FEET
 0 75 150 300
 FOR 1"=100'

MATCHLINE 6
 THIS SHEET



MATCHLINE 5
 SHEET 73

MATCHLINE 7
 THIS SHEET



MATCHLINE 6
 THIS SHEET



GRAPHIC SCALE IN FEET
 0 50 100 200
 FOR 11"X17" 1"=100'

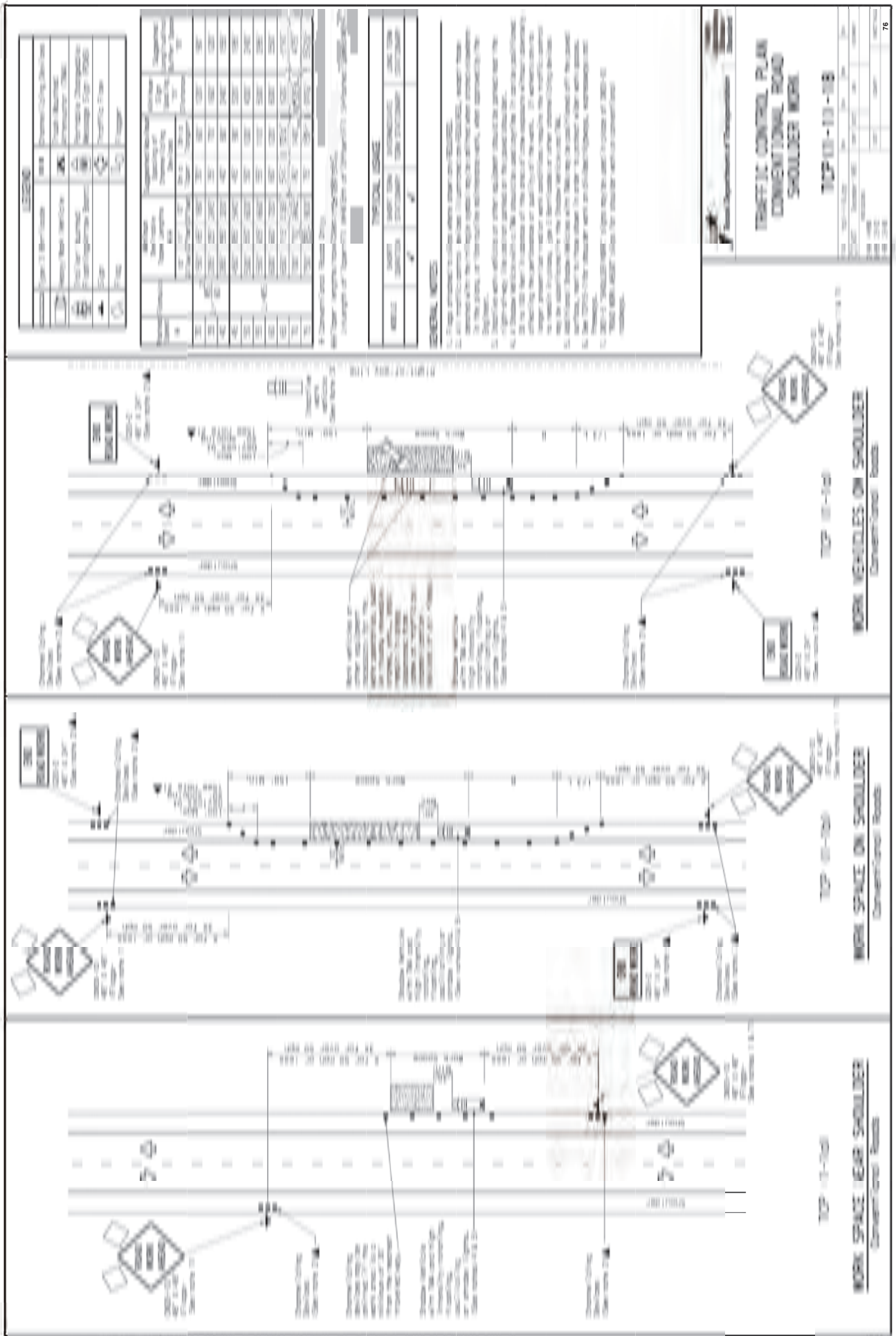
SHEET NOTES:
 1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
 2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

LEGEND

	ASPHALT PAVEMENT REPAIR (RE: A/65)
	CONCRETE PAVEMENT REPAIR (RE: B/65)
	SEEDING SURFACE REPAIR
	SODDING SURFACE REPAIR



MATCHLINE 7
 SHEET 74



NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR REVIEW	11/11/11
2
3
4
5

NO.	DESCRIPTION	DATE	BY	CHKD.
1
2
3
4
5

NO.	DESCRIPTION	DATE	BY	CHKD.
1
2
3
4
5

WORK NOTES

The following notes apply to the drawings:

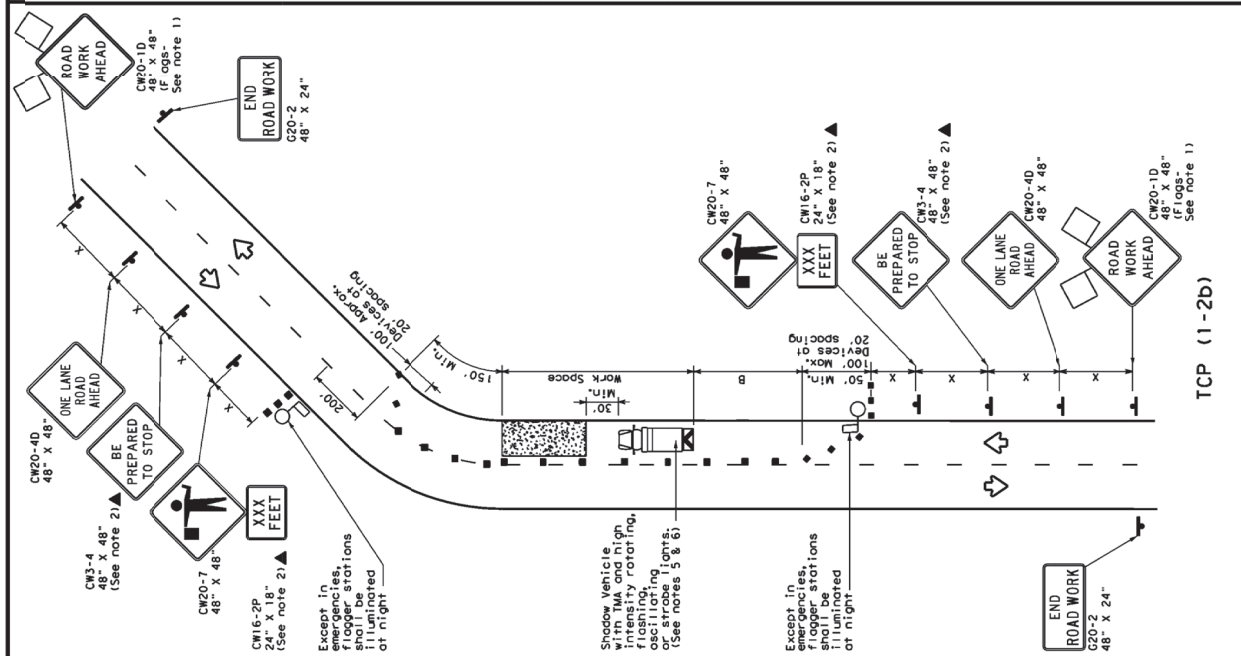
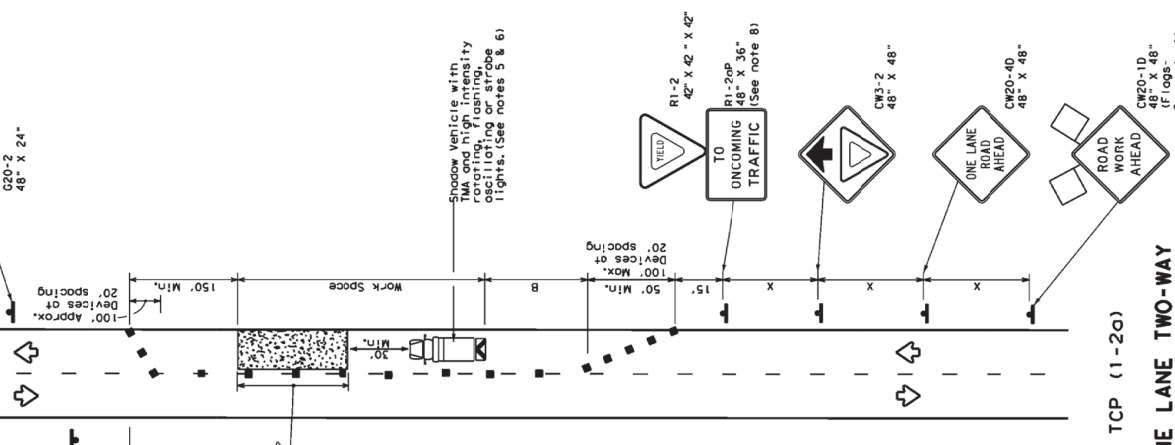
1. All dimensions are in feet and inches.
2. All dimensions are to the centerline of the road.
3. All dimensions are to the centerline of the work zone.
4. All dimensions are to the centerline of the shoulder.
5. All dimensions are to the centerline of the travel lane.
6. All dimensions are to the centerline of the work area.
7. All dimensions are to the centerline of the work zone.
8. All dimensions are to the centerline of the shoulder.
9. All dimensions are to the centerline of the travel lane.
10. All dimensions are to the centerline of the work area.

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP 11-110-118

DATE: 11/11/11
 BY: ...
 CHKD.: ...

Warning Sign Sequences in Opposite Direction Same as Below



LEGEND

Channelizing Devices	Type 3 Barricade	Truck Mounted Attenuator (TMA)
Heavy Work Vehicle	Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Flag	Traffic Flow
Flagger		

Posted Speed *	Minimum Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Spacing of Channelizing Devices	Suggested Spacing of Channelizing Devices	Stopping Sight Distance
30	10' 11' 12'	On a Tangent	30'	90'	200'
35	150' 165' 180'	On a Curve	35'	120'	250'
40	205' 225' 245'	On a Curve	40'	155'	305'
45	265' 295' 320'	On a Curve	45'	195'	360'
50	330' 365' 400'	On a Curve	50'	240'	425'
55	405' 450' 500'	On a Curve	55'	295'	495'
60	495' 555' 620'	On a Curve	60'	360'	570'
65	600' 675' 750'	On a Curve	65'	440'	660'
70	720' 810' 900'	On a Curve	70'	530'	760'
75	855' 960' 1080'	On a Curve	75'	640'	880'

* Conventional Roads Only
** Taper lengths have been rounded off.
L = Length of Taper (ft); W = Width of Offset (ft); S = Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓		

- GENERAL NOTES**
- Flagger attached to signs where shown are REQUIRED.
 - Flagger (laborer) may be used where required, except those denoted with the maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-40 "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional shadow vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect high work spaces.

TCP (1-2b)

R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than 400 feet. R1-2 "YIELD" sign with R1-20P "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

- TCP (1-2b)**
- Flagger should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading.
 - Flagger should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation
Traffic Operations Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

FILE: TCP-1-18-09n
REV: December 1985
4-90 4-98 REVISIONS
2-94 2-12
1-97 2-18

DATE: _____
FILE: _____

ELECTRICAL DIAGRAM LEGEND

TEMPERATURE INDICATING TRANSMITTER

FLOW INDICATING TRANSMITTER

THERMOSTAT

20A 120V GFI RECEPTACLE IN METAL-CLAD WEATHER PROOF WHILE-IN-USE COVER

TEMPERATURE INDICATING TRANSMITTER

LOCAL LOCK STOP

TEMPERATURE SWITCH

VIBRATION SWITCH

SOLID STATE OVERLOAD

SOLENOID

TEMPERATURE INDICATING TRANSMITTER

HAND-OFF-AUTO SWITCH

OFF-AUTO SWITCH

TEMPERATURE INDICATING TRANSMITTER

W=WHITE

G=GREEN, R=RED, A=AMBER, B=BLUE

INDICATING LIGHT (LED TYPE)

G=GREEN, R=RED, A=AMBER, B=BLUE, W=WHITE

MOTOR SPACE HEATER

MOTOR OVERLOAD

ELAPSED TIME METER

INDICATING LIGHT (LED TYPE)

OL - OVERLOAD

OS - OVERLOAD

NS - NEUTRAL (GROUND BOND)

N - NEUTRAL

NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

ONE-LINE DIAGRAM LEGEND

TEMPERATURE INDICATING TRANSMITTER

LOCAL LOCK STOP

TEMPERATURE SWITCH

VIBRATION SWITCH

SOLID STATE OVERLOAD

SOLENOID

TEMPERATURE INDICATING TRANSMITTER

HAND-OFF-AUTO SWITCH

OFF-AUTO SWITCH

TEMPERATURE INDICATING TRANSMITTER

W=WHITE

G=GREEN, R=RED, A=AMBER, B=BLUE

INDICATING LIGHT (LED TYPE)

G=GREEN, R=RED, A=AMBER, B=BLUE, W=WHITE

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2. ALL RECEPTACLES INSTALLED OUTDOORS AND INDOOR RECEPTACLES MARKED AS "GFCI" ON THE FLANS SHALL BE GFI TYPE WITH METAL ENCLOSURES.

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OL - OVERLOAD

OS - OVERLOAD

PF - POWER FACTOR CORRECTION

PCAP - CAPACITOR

PVC - POLYVINYL CHLORIDE

QFS - GROUND FAULT CIRCUIT INTERRUPTER

SPECIAL DEVICE SCHEDULE

ITEM	DESCRIPTION
AT	YAGI ANTENNA - LARD POSITION TO ELEMENT YAGI
FM	FLOW METER - WATER SPECIALTIES TM-020, 150 PSI ANMA CLASS II TURBINE METER, FLANGED ENDS, BRONZE HEAD, MAGNETIC DRIVE, LEAK DETECTOR HAND, INTEGRAL STRAINER AND TUBE RANGER 50 GPM TO 2000 GPM, MAX HEAD LOSS OF 5.1 PSI AT 2000 GPM. TRANSMITTER, REMOTE MOUNTING KIT FOR TR-28 INDICATOR AND TOTALIZER
FS	FLOAT SWITCH - DIRECT ACTING FLOAT SWITCH WITH 50 FOOT CABLE - SIEMENS MODEL 90 OR ANCHOR SCIENTIFIC FLS-100-10AT-SST. PROVIDE CAST-IRON ADJUSTABLE WEIGHT FOR EACH FLOAT.
PS	SYSTEM PRESSURE GAUGE - ASHROFT 0-100 PSI, 4.5" FACE, MODEL NO. 451575
PT	PRESSURE TRANSMITTER - ROSEMOUNT MODEL #2086252BAIMS 0-150 PSI MAX WITH INTERNAL LCD OUTPUT OR APPROVED FORABORO OR ENDRESS-HAUSER EQUAL
PK	24 VDC POWER SUPPLY WITH UPS - PHOENIX CONTACT TRIO SERIES W/QUINT-BAT - SIZE POWER SUPPLY FOR 50% GREATER THAN LOAD AND BATTERY FOR 10 MIN.
RD	RADIO - AS REQUIRED BY UTRWD
RL	PROGRAMMABLE LOGIC CONTROLLER - AS REQUIRED BY UTRWD
RT	STATUS INDICATING LIGHTS, MOV TYPE SURGE ARRESTOR, RATED 50,000 AMPS PROTECTION MINIMUM
ST	SURGE PROTECTIVE DEVICE - UL 1449, 4TH EDITION, NOMINAL 120V, DIN RAIL MOUNTED, PHOENIX CONTACT MODEL P12-PE/S-120 AC/7M PART #258612 APPROVED EQUAL
SS	SIGNAL SPLITTER/ISOLATOR - ACRONAM 600T SERIES, SINGLE INPUT WITH DUAL ISOLATED SIGNALS, MODEL I-25 TO 75C AMBIENT TEMP, MODEL NO. 6331, PROVIDE POWER SUPPLY AS NEEDED

ELECTRICAL LEGEND, SCHEDULES, & NOTES

CITY OF DENTON
HM-35 UTILITY RELOCATIONS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL UTILITY FACILITIES WITHIN AND ADJACENT TO THE LIMITS OF THE WORK THAT MAY BE ENCOUNTERED SHALL BE IDENTIFIED AND PROTECTED DUE TO THE NEGLIGENCE OF THE CONTRACTOR TO LOCATE, HORIZONTALLY AND VERTICALLY, AND TO MAINTAIN THE PROTECTIVE DEVICES UNDER THE RESPONSIBILITY OF THE CONTRACTOR.

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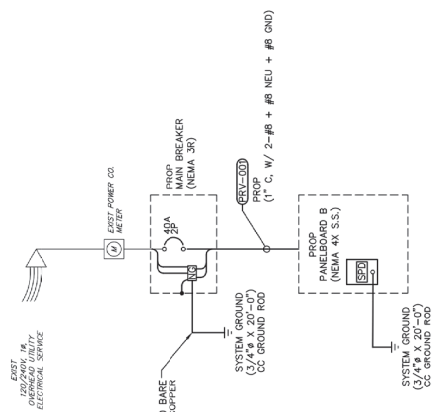
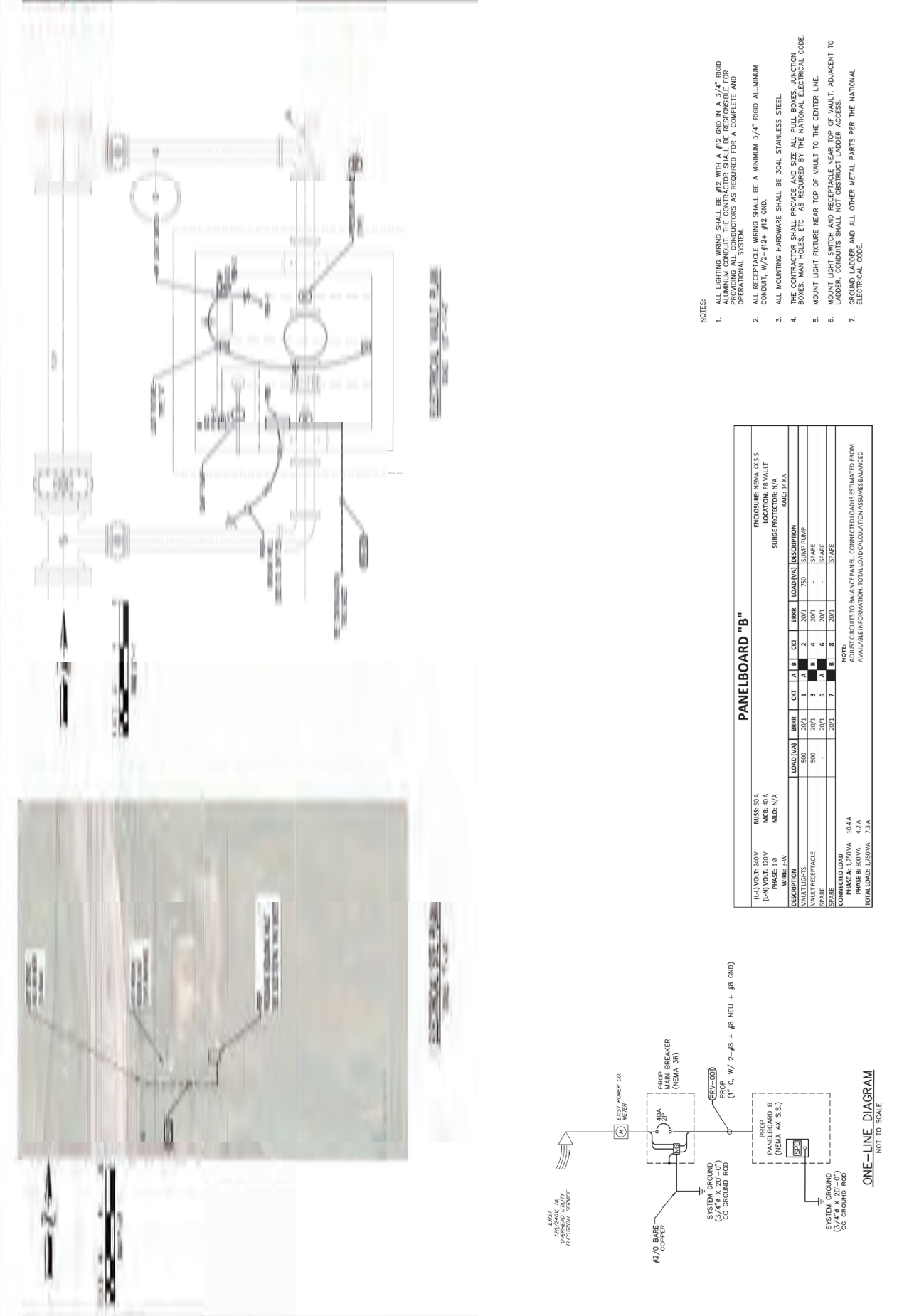
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LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER & MODEL NUMBER	VOLTAGE	INPUT POWER	LAMP		REMARKS
				NO.	TYPE	
A	HUBBELL INDUSTRIAL LIGHTING H12-DR-0-12-3	120	27W	1	LED	SEVERE LOCATION W/GLOBE GUARD



PANELBOARD "B"

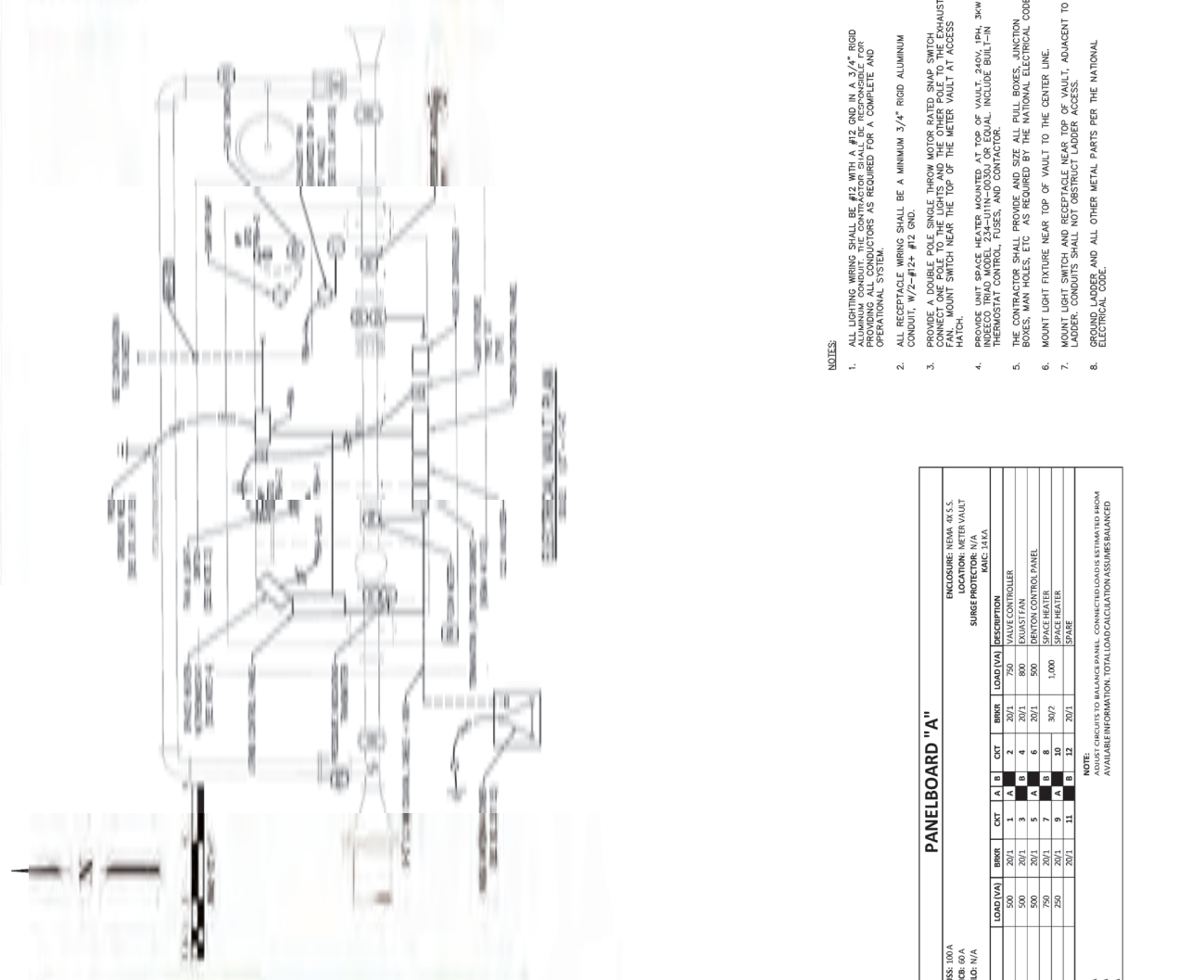
(L-L) VOLT: 240 V	BUSSE: 50A	ENCLOSURE: NEMA 4X S.S.						
(L-N) VOLT: 120V	MCR: 40A	LOCATION: PV VAULT						
PHASE: 1 Ø	MID: N/A	SURGE PROTECTOR: N/A						
PHASE: 3 Ø		REL: 24EA						
DESCRIPTION	LOAD (VA)	BRKR	CKT	A	B	BRKR	LOAD (VA)	DESCRIPTION
VAULT LIGHTS	500	201	1	1	2	201	750	SUMP PUMP
VAULT RECEPTACLE	500	201	3	3	4	201	-	SPARE
SPARE	-	201	5	5	6	201	-	SPARE
SPARE	-	201	7	7	8	201	-	SPARE

NOTE: CIRCUITS TO BALANCE PANEL. CONNECTED LOADS ESTIMATED FROM AVAILABLE INFORMATION. TOTAL LOAD CALCULATION ASSUMES BALANCED

CONDUCTOR LOAD:
 PHASE A: 1,250 VA 10.4A
 PHASE B: 500 VA 4.2A
 TOTAL LOAD: 1,750 VA 7.3A

- NOTES:
- ALL LIGHTING WIRING SHALL BE #12 AWG WITH A #12 GND IN A 3/4" RIGID CONDUIT. ALL OTHER WIRING SHALL BE #12 AWG WITH A #12 GND IN A 3/4" RIGID CONDUIT. W/2-#12+ #12 GND.
 - ALL RECEPTACLE WIRING SHALL BE A MINIMUM 3/4" RIGID ALUMINUM CONDUIT, W/2-#12+ #12 GND.
 - ALL MOUNTING HARDWARE SHALL BE 304L STAINLESS STEEL.
 - THE CONTRACTOR SHALL PROVIDE AND SIZE ALL PULL BOXES, JUNCTION BOXES, MAN HOLES, ETC. AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.
 - MOUNT LIGHT FIXTURE NEAR TOP OF VAULT TO THE CENTER LINE.
 - MOUNT LIGHT SWITCH AND RECEPTACLE NEAR TOP OF VAULT. ADJACENT TO LADDER. CONDUITS SHALL NOT OBSTRUCT LADDER ACCESS.
 - GROUND LADDER AND ALL OTHER METAL PARTS PER THE NATIONAL ELECTRICAL CODE.

ONE-LINE DIAGRAM
NOT TO SCALE



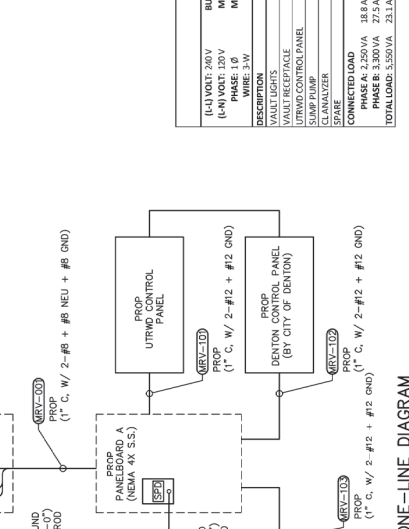
- NOTES:**
- ALL LIGHTING WIRING SHALL BE #12, WITH A #12 GND IN A 3/4" RIGID CONDUIT, MOUNT NEAR THE LIGHTS AND THE OTHER POLE TO THE EXHAUST HATCH. MOUNT SWITCH NEAR THE TOP OF THE METER VAULT AT ACCESS POINT.
 - ALL RECEPTACLE WIRING SHALL BE A MINIMUM 3/4" RIGID ALUMINUM CONDUIT, W/2-#12+ #12 GND.
 - PROVIDE A DOUBLE POLE SINGLE THROW MOTOR RATED SWAP SWITCH CONNECT ONE POLE TO THE LIGHTS AND THE OTHER POLE TO THE EXHAUST HATCH. MOUNT SWITCH NEAR THE TOP OF THE METER VAULT AT ACCESS POINT.
 - PROVIDE UNIT SPACE HEATER, MOUNTED AT TOP OF VAULT, 245V, 1PH, 3KW INDECO TRAD MODEL 234-UTN-0030 OR EQUAL. INCLUDE BUILT-IN THERMOSTAT CONTROL, FUSES, AND CONTACTOR.
 - THE CONTRACTOR SHALL PROVIDE AND SIZE ALL PULL BOXES, JUNCTION BOXES, MAN HOLES, ETC AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.
 - MOUNT LIGHT FIXTURE NEAR TOP OF VAULT TO THE CENTER LINE.
 - MOUNT LIGHT SWITCH AND RECEPTACLE NEAR TOP OF VAULT, ADJACENT TO LADDER. CONDUITS SHALL NOT OBSTRUCT LADDER ACCESS.
 - GROUND LADDER AND ALL OTHER METAL PARTS PER THE NATIONAL ELECTRICAL CODE.

PANELBOARD "A"

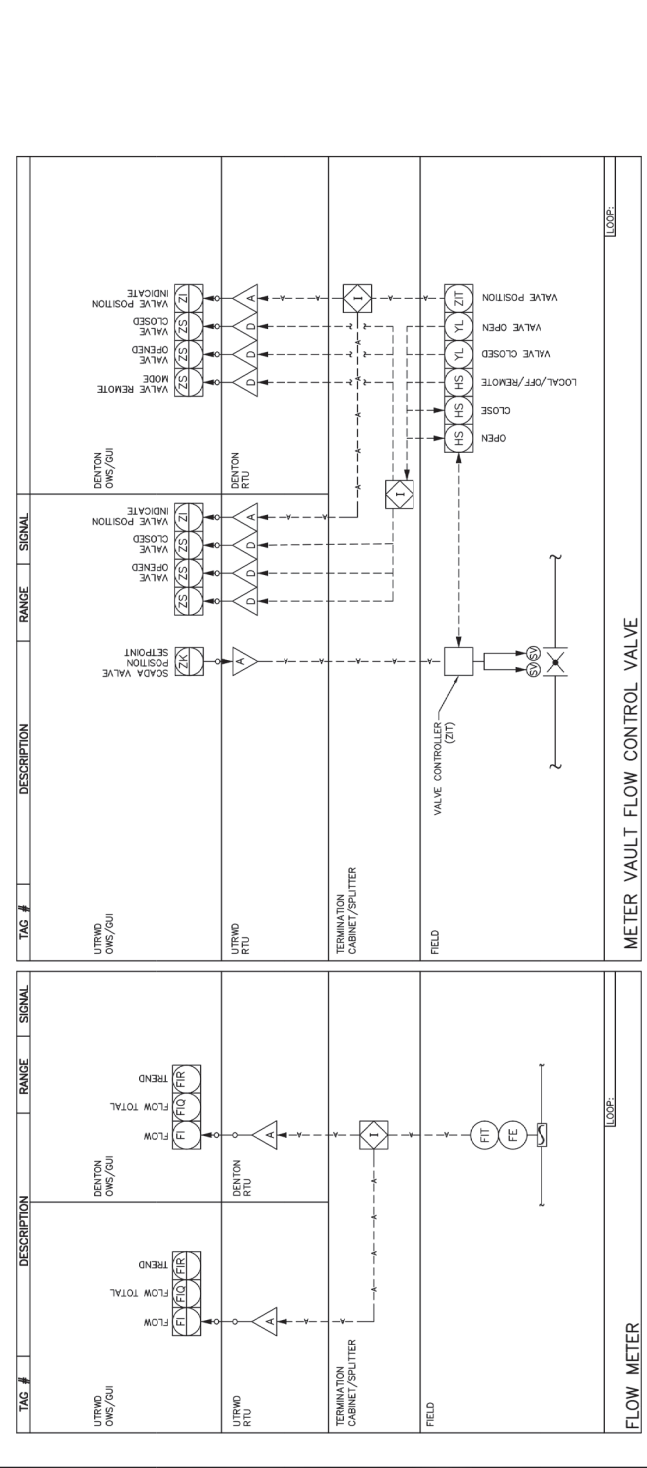
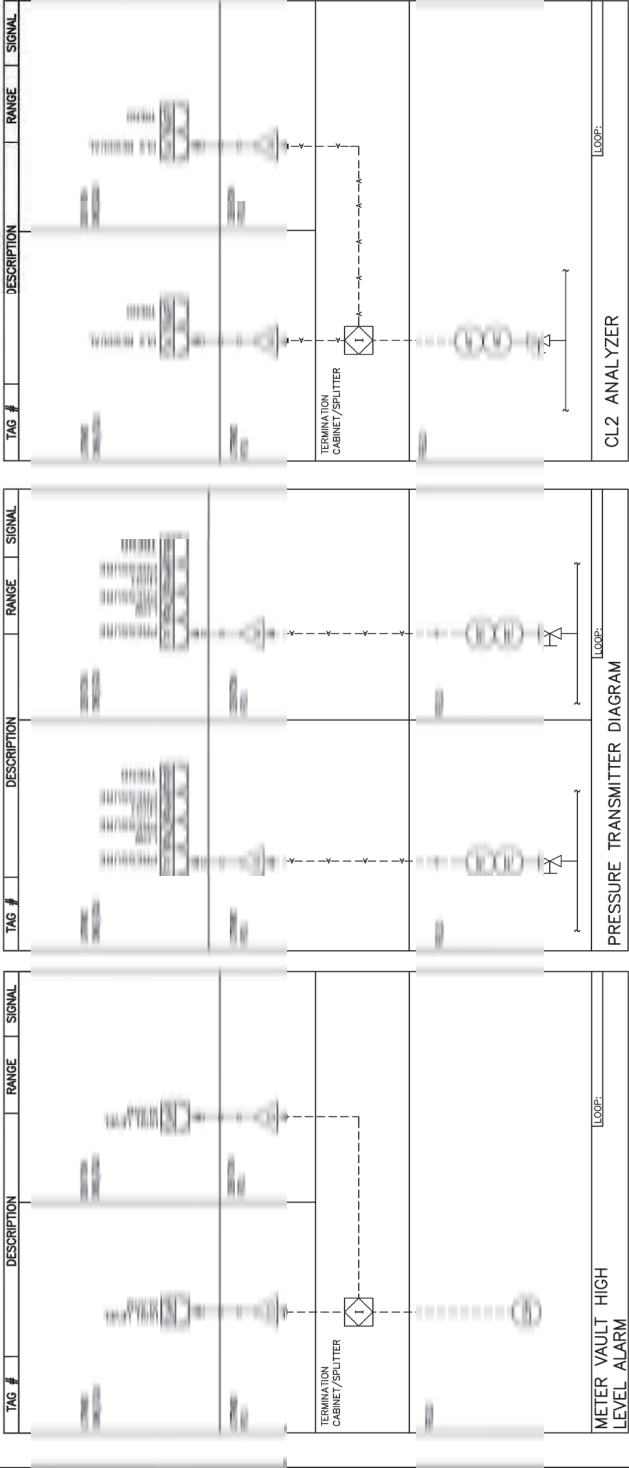
DESCRIPTION	LOAD (VA)	BKR	CT	A	B	CT	A	B	DESCRIPTION
VAULT LIGHTS	500	2071	1	A	B	1	A	B	VAULT CONTROLLER
UTTRIND CONTROL PANEL	500	2071	5	A	B	6	A	B	DENTON CONTROL PANEL
SWAMP PUMP	750	2071	7	B	B	8	B	B	SPACE HEATER
CLANALYZER	250	2071	9	A	A	10	A	A	SPACE HEATER
SPARE		2071	11	B	B	12	B	B	SPARE

ENCLOSURE: NEMA 4X S.S.
 BUSSES: 100A
 W/2-#12+ #12 GND
 MOD: N/A
 SURGE PROTECTOR: N/A
 MISC: I.A.A.

NOTE: SUBJECT TO BALANCE PANEL. CONTRACTOR SHALL ASSUME ALL LOADS. AVAILABLE INFORMATION. TOTAL LOAD CALCULATION ASSUMES BALANCED PHASES.
 PHASE A: 2,250VA 18.8A
 PHASE B: 3,300VA 27.5A
 TOTAL LOAD: 5,550VA 23.1A



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DATE: FEBRUARY 2023
 DESIGN: JAD
 DRAWN: TAD
 CHECKED: JAD
 HHA NO.: 061024043

ELECTRICAL CONTROL DIAGRAMS SHEET

CITY OF DENTON
 IH-35 UTILITY RELOCATIONS

Kimley-Horn

DATE: FEBRUARY 2023

DATE: FEBRUARY 2023
 DESIGN: JAD
 DRAWN: TAD
 CHECKED: JAD
 HHA NO.: 061024043

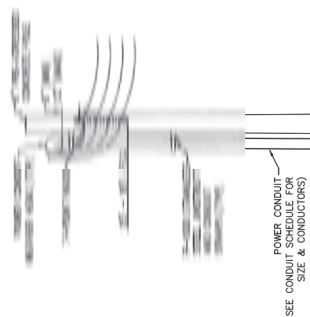
ELECTRICAL CONTROL DIAGRAMS SHEET

CITY OF DENTON
 IH-35 UTILITY RELOCATIONS

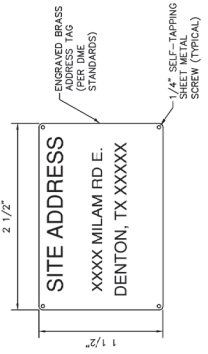
Kimley-Horn

DATE: FEBRUARY 2023

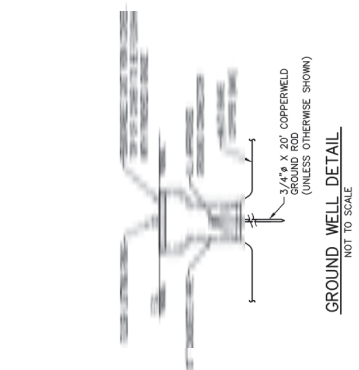
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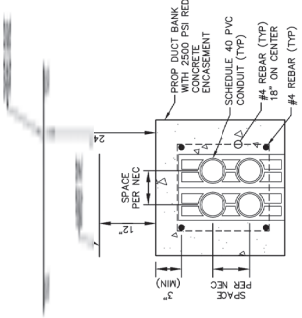
SERVICE POLE DETAIL
NOT TO SCALE



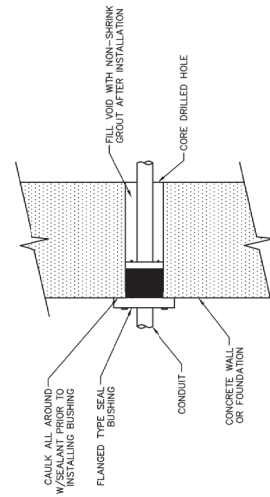
ADDRESS TAG DETAIL
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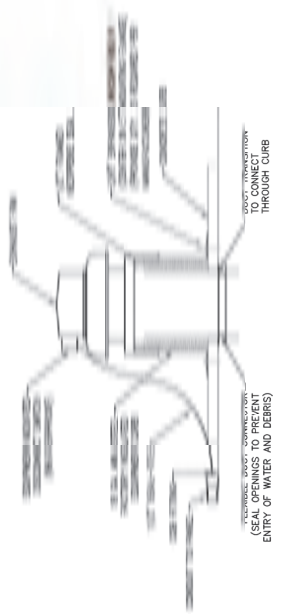
GROUND WELL DETAIL
NOT TO SCALE



TYPICAL DUCT BANK CONSTRUCTION
NOT TO SCALE



STRUCTURES ABOVE OR BELOW GRADE WATERTIGHT CONDUIT PENETRATION
NOT TO SCALE



EXHAUST FAN DETAIL
NOT TO SCALE

FAN SCHEDULE							
MARK	MANUFACTURER & MODEL NUMBER	CTM	VOLTAGE	HP	RPM	MAX. SONES	REMARKS
GF-1	C-090-VG	400	120	0.25	1725	5.9	SEE NOTES

SEAL OPENINGS TO PREVENT ENTRY OF WATER AND DEBRIS

CONNECT THROUGH "PROTECTIVE" TO CONNECT THROUGH CURB



DATE	FEBRUARY 2023
DESIGN	JAD
EXAMIN	TAD
CHECKED	JAD
DATE	06/10/24/04

- GENERAL NOTES:**
- ALL CONNECTIONS TO METAL PART SHALL BE #6 STRANDED BARE TINNED COPPER CONDUCTOR UNLESS NOTED OTHERWISE.
 - ALL GROUNDING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE ARTICLE 250.

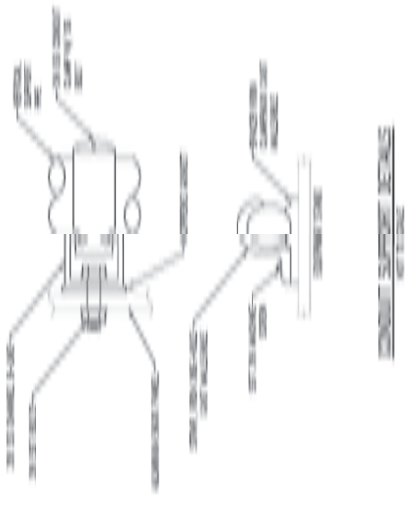
MANHOLE/VAULT GROUNDING DETAIL
NOT TO SCALE



TOWER HEIGHT	STEEL MODEL	CONCRETE BASE HEIGHT
50'	456	9'-3" 50'

- NOTES:**
1. ANTENNA BASE SHALL BE CLASS A, 4,000PSI CONCRETE AND CONSTRUCTED AS SHOWN. SEE TABLE FOR DIMENSION.
 2. GROUND ANTENNA AND ENCLOSURE.
 3. ALL ANTENNA CABLE CONDUIT SHALL HAVE 36" LONG RADIUS BENDS.
 4. PROVIDE LIGHTNING ROD TO THE TOP OF THE TOWER, AND GROUND CONDUCTORS DOWN THE TOWER TO A GROUND GRID.
 5. TOWERS SHALL BE RATED AT 90 MPH WINDS AND TOWER TYPE SHALL DEPEND ON THE HEIGHTS BY MANUFACTURER RECOMMENDATIONS AND SHALL INCLUDE LOADS IMPOSED BY 1/2" ICE. TOWER MANUFACTURER SHALL BE ROHN OR APPROVED EQUAL.
 6. ALL TOWER ASSEMBLY BOLTS ARE TO BE INSERTED OUT AND/OR UP (IE. WITH NUTS AND FLAT NUTS ON OUTSIDE OF TOWER FACE AND/OR ON TOP OF FLANGE PLATES) UNLESS PROHIBITED BY LACK OF CL. PARALLEL.
 7. ALL ASSEMBLY AND ANCHOR BOLTS ARE TO BE TIGHTENED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE BOLTS ARE TO BE USED FOR BEARING-TYPE CONNECTIONS, AS A MINIMUM. THE BOLTS SHALL BE TIGHTENED TO A "SNUG TIGHT" CONNECTION. THIS SHALL BE IN ACCORDANCE WITH THE 1989, AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".
 8. FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
 9. CAUTION: DO NOT OVER-TORQUE! GALVANIZING ON BOLTS, NUTS AND STEEL PARTS MAY BE REMOVED. THIS OVER-TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK OR SNAP OFF.

ANTENNA TOWER DETAIL
NOT TO SCALE



ANTENNA CABLE WEATHERHEAD
NOT TO SCALE



ANTENNA CABLE WEATHERHEAD
NOT TO SCALE

DATE:	FEBRUARY 2023
DESIGN:	JAD
EXAMIN:	TAD
CHECKED:	JAD
HWA NO.:	061024043

Utility Adjustment for TxDOT Project

City of Denton

IH 35

RCSJ 0195-02-079, CCSJ 0195-02-074

Utility ID#: U00017637

UNUMBER: N/A

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" items

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
------------------------------	------	----------	---------	-------

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
------------------------------	------	----------	---------	-------

External Labor Costs - documented with Invoices and / or checks				
---	--	--	--	--

Lowest Bidder for Construction Contract (Mountain Cascade)		1	\$6,656,628.00	\$ 6,656,628.00
--	--	---	----------------	-----------------

			SUBTOTAL	\$ 6,656,628.00
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			LABOR SUBTOTAL	\$ 6,656,628.00
--	--	--	----------------	-----------------

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
------------------------------	------	----------	---------	-------

INTERNAL ENGINEERING - Costs Documented with Certified Ledger at payment.				
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Staff Time (additional hourly backup provided)		1	\$284,862.86	\$ 284,862.86
--	--	---	--------------	---------------

		0	\$0.00	\$ -
--	--	---	--------	------

			SUBTOTAL	\$ 284,862.86
--	--	--	----------	---------------

			INTERNAL COSTS SUBTOTAL	\$ 284,863
--	--	--	-------------------------	------------

EXTERNAL ENGINEERING - Cost documented with INVOICES and / or CHECKS				
--	--	--	--	--

Kimley-Horn and Associates (Contracts provided)		1	\$529,558.11	\$ 529,558.11
---	--	---	--------------	---------------

		0	\$0.00	\$ -
--	--	---	--------	------

		0	\$0.00	\$ -
--	--	---	--------	------

			SUBTOTAL	\$ 529,558.11
--	--	--	----------	---------------

			Engineering / Administration / Inspection SUBTOTAL	\$ 529,558.11
--	--	--	--	---------------

REPLACEMENT EASEMENT COMPENSATION - following Quit Claim / Eligibility % Applied				
--	--	--	--	--

See Summary Table		1	\$600,613.50	\$ 600,613.50
-------------------	--	---	--------------	---------------

		0	\$0.00	\$ -
--	--	---	--------	------

			SUBTOTAL	\$ 600,613.50
--	--	--	----------	---------------

			EASEMENT COMPENSATION SUBTOTAL	\$ 600,613.50
--	--	--	--------------------------------	---------------

SUMMARY:

GROSS REIMBURSABLE TO UTILITY	\$ 8,071,662.47
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SALVAGE and or Depreciation CREDIT	\$ -
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ELIGIBILITY RATIO	100.00%	Ratio Deduction	\$ -
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BETTERMENT RATIO	0.00%	Ratio Deduction	\$ -
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NET REIMBURSEMENT TO UTILITY	\$ 8,071,662.47
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SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: **IH-35 Utility Relocations (from US380 to Milam Road)**
 IFB: **7968-003**

City of Denton Capital Projects
 901-B Texas Street
 Denton, TX 76209
 Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
 5340 East US Highway 67
 Alvarado, TX 76009
 Andrew L. McCulloch
 817-783-3094
 Contact Email amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS -UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00
2	02 41 14	0241.011 - Grout Fill 8" Utility Line	227	LF	\$ 20.00	\$ 4,540.00
3	02 41 14					19,236.00
4	02 41 14					3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	\$ 45.00	\$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	\$ 35.00	\$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	\$ 37.00	\$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	\$ 35.00	\$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	\$ 37.00	\$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	\$ 700.00	\$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	\$ 750.00	\$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	\$ 800.00	\$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	\$ 850.00	\$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 850.00	\$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	\$ 850.00	\$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	\$ 900.00	\$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	\$ 140.00	\$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 220.00	\$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 250.00	\$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	\$ 10.00	\$ 5,810.00
21	32 93 00	3293.016 Seeding	12,863	SY	\$ 2.00	\$ 25,726.00
22	32 93 00	3293.017 Sodding	2,861	SY	\$ 7.00	\$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	\$ 1.00	\$ 9,404.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 500.00	\$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	\$ 570.00	\$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 430.00	\$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by Other Than Open Cut*	468	LF	\$ 700.00	\$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	\$ 110.00	\$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	\$ 150.00	\$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF	\$	\$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF	\$	\$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 220.00	\$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 340.00	\$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	\$ 236.00	\$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	\$ 3,500.00	\$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	\$ 4,000.00	\$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	\$ 4,500.00	\$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$ 55,000.00	\$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	\$ 4,000.00	\$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	\$ 5,500.00	\$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	\$ 7,500.00	\$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	\$ 19,000.00	\$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 7,800.00	\$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 9,000.00	\$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 9,500.00	\$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 12,000.00	\$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 19,000.00	\$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 25,000.00	\$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 8,500.00	\$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	\$ 15,000.00	\$ 15,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF	\$	\$ -
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 150.00	\$ 70,200.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF	\$	\$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	\$ 250.00	\$ 485,250.00
TOTAL BID AMOUNT (Unit I):						\$ 6,721,077.00
CJS 087 WASTEWATER IMPROVEMENTS - UNIT II						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	\$ 12.00	\$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 20.00	\$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	\$ 35.00	\$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	\$ 37.00	\$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 3,000.00	\$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 25,000.00	\$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 140.00	\$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 220.00	\$ 218,460.00

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Base. Type A. GR-1	560	SY	\$ 45.00	\$ 25,200.00
61	32 93 00					2,648.00
62	32 93 00					9,204.00
63	32 93 00	3293.017 - Soaring	951	SY	\$ 7.00	\$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	\$ 1.00	\$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 410.00	\$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 575.00	\$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	\$ 630.00	\$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 60.00	\$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 80.00	\$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 60.00	\$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 80.00	\$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	\$ 14,000.00	\$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 20,000.00	\$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	\$ 15,000.00	\$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 500.00	\$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 700.00	\$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 280.00	\$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 240.00	\$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 220.00	\$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	\$ 280.00	\$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	\$ 240.00	\$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	\$ 2,500.00	\$ 20,000.00

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

TOTAL BID AMOUNT (Unit II): \$ 2,910,801.00

CJS 074 WATER IMPROVEMENTS - UNIT III

84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	\$ 40.00	\$ 8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	\$ 44.00	\$ 2,200.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	\$ 25.00	\$ 4,700.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	\$ 27.00	\$ 24,813.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	\$ 28.00	\$ 394,576.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	\$ 700.00	\$ 1,400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	\$ 700.00	\$ 700.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	\$ 700.00	\$ 700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	\$ 700.00	\$ 3,500.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	\$ 750.00	\$ 3,750.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	\$ 1,200.00	\$ 6,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	\$ 1,500.00	\$ 4,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	\$ 200.00	\$ 3,000.00
97	32 93 00	3293.015 - Topsoil	798	CY	\$ 10.00	\$ 7,980.00
98	32 93 00	3293.016 - Seeding	22,839	SY	\$ 2.00	\$ 45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	\$ 1.00	\$ 1.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	\$ 1.00	\$ 12,922.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	\$ 700.00	\$ 799,400.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF	\$	\$
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF	\$	\$
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF	\$	\$
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	\$ 250.00	\$ 69,750.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	\$ 7,500.00	\$ 52,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	\$ 18,000.00	\$ 360,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	\$ 12,000.00	\$ 12,000.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	\$ 17,500.00	\$ 35,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	\$ 20,000.00	\$ 140,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	\$ 9,700.00	\$ 48,500.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	\$ 500,000.00	\$ 500,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	\$ 220,000.00	\$ 220,000.00

ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE IN-KIND REPLACEMENT

102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF	\$	\$ -
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	\$ 150.00	\$ 171,300.00

ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE IN-KIND REPLACEMENT

103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF	\$	\$ -
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	\$ 266.00	\$ 3,307,178.00

ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE IN-KIND REPLACEMENT

104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF	\$	\$ -
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	\$ 500.00	\$ 105,000.00

TOTAL BID AMOUNT (Unit III): \$ 6,345,888.00

CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV

114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	\$ 15.00	\$ 5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	\$ 1,800.00	\$ 9,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	\$ 25.00	\$ 296,325.00

TOTAL BID AMOUNT (Unit IV): \$ 310,740.00

Fix pg # overlap

TOTAL PROJECT BID AMOUNT (Unit I, II, III, & IV): \$ 11,004,316.00

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 49 CFR 635.410 as amended.

Attachment "B" Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

^{DS}
DP 7/31/2023

Initial Date
TxDOT

^{DS}
SH 7/31/2023

Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date: 9/11/2023, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 200

Estimated Completion Date: 03/29/2024

^{DS}
DP 7/31/2023
Initial Date
TxDOT

^{DS}
SH 7/31/2023
Initial Date
Utility

Attachment "D" Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Construction Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- TxDOT will procure utility consultant.

^{DS}
DP 7/31/2023
Initial Date
TxDOT

^{DS}
SH 7/31/2023
Initial Date
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

U-Number: U00017637

ROW CSJ Number: 0195-02-079 District: Dallas
County: Denton Highway No.: I-35
Federal Project No.: NH2020 (576)

I, Sara Hensley, a duly authorized and qualified representative of Denton, hereinafter referred to as Owner, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the State.
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the State. Such presently known contractors are listed below:
1. Mountian Cascade
2. SJ Louis
3. Oscar Renda
4.
5.
C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for Owner and under which the lowest available costs are developed. The existing continuing contract will be made available to the State for review at a location mutually acceptable to the Owner and the State. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the State and the Owner, the Owner requests the State to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.



DocuSigned by: Sara Hensley
5236DB296270423...
Signature
City Manager
Title

7/31/2023
Date

Contact/Help

**U00017637
CITY OF DENTON
BID TABS FOR
ROW CSJ 0195-03-079**

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: **IH-35 Utility Relocations (from US380 to Milam Road)**
 IFB: **7968-003**

City of Denton Capital Projects
 901-B Texas Street
 Denton, TX 76209
 Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
 5340 East US Highway 67
 Alvarado, TX 76009
 Andrew L. McCulloch
 817-783-3094
 Contact Email: amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS - UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00
2	02 41 14					4,540.00
3	02 41 14					19,236.00
4	02 41 14					3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	\$ 45.00	\$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	\$ 35.00	\$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	\$ 37.00	\$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	\$ 35.00	\$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	\$ 37.00	\$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	\$ 700.00	\$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	\$ 750.00	\$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	\$ 800.00	\$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	\$ 850.00	\$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 850.00	\$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	\$ 850.00	\$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	\$ 900.00	\$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	\$ 140.00	\$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 220.00	\$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 250.00	\$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	\$ 10.00	\$ 5,810.00
21	32 93 00	3293.016 - Seeding	12,863	SY	\$ 2.00	\$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,867	SY	\$ 7.00	\$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	\$ 1.00	\$ 9,404.00
24	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 500.00	\$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	\$ 570.00	\$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 430.00	\$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by Other Than Open Cut*	468	LF	\$ 700.00	\$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	\$ 110.00	\$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	\$ 150.00	\$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		\$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		\$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 220.00	\$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 340.00	\$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	\$ 236.00	\$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	\$ 3,500.00	\$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	\$ 4,000.00	\$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	\$ 4,500.00	\$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$ 55,000.00	\$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	\$ 4,000.00	\$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	\$ 5,500.00	\$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	\$ 7,500.00	\$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	\$ 19,000.00	\$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 7,800.00	\$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 9,000.00	\$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 9,500.00	\$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 12,000.00	\$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 19,000.00	\$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 25,000.00	\$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 8,500.00	\$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	\$ 15,000.00	\$ 15,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF		\$ -
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 150.00	\$ 70,200.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF		\$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	\$ 250.00	\$ 485,250.00
TOTAL BID AMOUNT (Unit I):						\$ 6,721,077.00
CJS 087 WASTEWATER IMPROVEMENTS - UNIT II						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	\$ 12.00	\$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 20.00	\$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	\$ 35.00	\$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	\$ 37.00	\$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 3,000.00	\$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 25,000.00	\$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 140.00	\$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 220.00	\$ 218,460.00

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Pipe, Type A, CP 1	560	CV	\$ 45.00	\$ 25,200.00
61	32 93 00					2,640.00
62	32 93 00					9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	\$ 7.00	\$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	\$ 1.00	\$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 410.00	\$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 575.00	\$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	\$ 630.00	\$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 60.00	\$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 80.00	\$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 60.00	\$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 80.00	\$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	\$ 14,000.00	\$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 20,000.00	\$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	\$ 15,000.00	\$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 500.00	\$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 700.00	\$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 280.00	\$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 240.00	\$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 220.00	\$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	\$ 280.00	\$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	\$ 240.00	\$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	\$ 2,500.00	\$ 20,000.00
TOTAL BID AMOUNT (Unit II):						\$ 2,916,661.00
CJS 074 WATER IMPROVEMENTS - UNIT III						
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	\$ 40.00	\$ 8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	\$ 44.00	\$ 2,200.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	\$ 25.00	\$ 4,700.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	\$ 27.00	\$ 24,813.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	\$ 28.00	\$ 394,576.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	\$ 700.00	\$ 1,400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	\$ 700.00	\$ 700.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	\$ 700.00	\$ 700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	\$ 700.00	\$ 3,500.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	\$ 750.00	\$ 3,750.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	\$ 1,200.00	\$ 6,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	\$ 1,500.00	\$ 4,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	\$ 200.00	\$ 3,000.00
97	32 93 00	3293.015 - Topsoil	798	CY	\$ 10.00	\$ 7,980.00
98	32 93 00	3293.016 - Seeding	22,839	SY	\$ 2.00	\$ 45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	\$ 1.00	\$ 1.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	\$ 1.00	\$ 12,922.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	\$ 700.00	\$ 799,400.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		\$ -
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF		\$ -
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		\$ -
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	\$ 250.00	\$ 69,750.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	\$ 7,500.00	\$ 52,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	\$ 18,000.00	\$ 360,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	\$ 12,000.00	\$ 12,000.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	\$ 17,500.00	\$ 35,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	\$ 20,000.00	\$ 140,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	\$ 9,700.00	\$ 48,500.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	\$ 500,000.00	\$ 500,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	\$ 220,000.00	\$ 220,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		\$ -
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	\$ 150.00	\$ 171,300.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF		\$ -
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	\$ 266.00	\$ 3,307,178.00
ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE						
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		\$ -
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	\$ 500.00	\$ 105,000.00
TOTAL BID AMOUNT (Unit III):						\$ 6,345,888.00
CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV						
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	\$ 15.00	\$ 5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	\$ 1,800.00	\$ 9,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	\$ 25.00	\$ 296,325.00
TOTAL BID AMOUNT (Unit IV):						\$ 310,740.00
TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV):						\$ 16,294,366.00

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 49 CFR 635.410 as amended.

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
IFB: 7968-003

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Carl Power/Purchasing Dept.

From: S.J. Louis Construction of Texas, Ltd.
520 South 6th Ave.
Mansfield, Texas 76063
Contact: Adam Lunsford
Cell: (817) 905-3535
Email: AdamL@silouis.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
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CSJ 087 WATER IMPROVEMENTS - UNIT I

1	01 70					785,000.00	
2	02 41					3,405.00	
3	02 41					15,572.00	
4	02 41 14	0241.016 - Grout Fill 16" Utility Line	108	LF	\$ 20.00	\$ 2,160.00	
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	\$ 30.00	\$ 750.00	
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	\$ 30.00	\$ 4,500.00	
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	\$ 30.00	\$ 48,150.00	
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	\$ 30.00	\$ 166,740.00	
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	\$ 30.00	\$ 73,980.00	
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	\$ 500.00	\$ 8,500.00	
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	\$ 500.00	\$ 1,500.00	
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	\$ 700.00	\$ 7,700.00	
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	\$ 1,000.00	\$ 2,000.00	
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 500.00	\$ 7,500.00	
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	\$ 500.00	\$ 1,000.00	
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	\$ 2,500.00	\$ 5,000.00	
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	\$ 20.00	\$ 27,120.00	
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 200.00	\$ 181,000.00	
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 60.00	\$ 1,020.00	
20	32 93 00	3293.015 - Topsoil	581	CY	\$ 35.00	\$ 20,335.00	
21	32 93 00	3293.016 - Seeding	12,863	SY	\$ 1.00	\$ 12,863.00	
22	32 93 00	3293.017 - Sodding	2,861	SY	\$ 7.00	\$ 20,027.00	
23	33 05 05	3305.021 - Trench Safety	9,404	LF	\$ 0.50	\$ 4,702.00	
24	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 619.00	\$ 134,323.00	
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	\$ 1,044.00	\$ 1,194,336.00	
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 301.00	\$ 114,079.00	
27	33 05 07	3305.030 - 30" Casing by Other Than Open Cut*	468	LF	\$ 1,173.00	\$ 548,964.00	
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	\$ 344.00	\$ 74,648.00	
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	\$ 388.00	\$ 590,924.00	
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)						
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)						
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 305.00	\$ 12,200.00	
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 317.00	\$ 288,787.00	
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	\$ 351.00	\$ 2,152,683.00	
35	33 14 17	3314.310 - 1" Water Service*	2	EA	\$ 4,400.00	\$ 8,800.00	
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	\$ 4,900.00	\$ 4,900.00	
37	33 14 17	3314.318 - 2" Water Service*	5	EA	\$ 5,200.00	\$ 26,000.00	
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$ 51,000.00	\$ 51,000.00	
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 36,000.00	\$ 36,000.00	
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	\$ 2,000.00	\$ 4,000.00	
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	\$ 2,500.00	\$ 27,500.00	
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	\$ 4,400.00	\$ 114,400.00	
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	\$ 14,000.00	\$ 84,000.00	
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 13,000.00	\$ 13,000.00	
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 6,400.00	\$ 12,800.00	
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 6,500.00	\$ 78,000.00	
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 8,100.00	\$ 40,500.00	
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 13,800.00	\$ 41,400.00	
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 18,400.00	\$ 55,200.00	
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 11,400.00	\$ 193,800.00	
51	34 71 13	3471.001 - Traffic Control	1	MO	\$ 7,000.00	\$ 7,000.00	
ALTERNATE - PROVIDE PRICING FOR ONLY ONE:							
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF	No Bid	No Bid	
30a	33 05 15	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 452.00	\$ 211,536.00	
ALTERNATE - PROVIDE PRICING FOR ONLY ONE:							
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF	No Bid	No Bid	
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	\$ 445.00	\$ 863,745.00	
TOTAL BID AMOUNT (Unit I), \$						8,385,049.00	

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

CJS 087 WASTEWATER IMPROVEMENTS

52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	\$ 15.00	\$ 24,060.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 15.00	\$ 4,065.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	\$ 30.00	\$ 48,780.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	\$ 30.00	\$ 39,210.00
56	02 41 14	0241.050 - Remove 4" Utility Manhole	14	EA	\$ 2,500.00	\$ 35,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 12,000.00	\$ 12,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 20.00	\$ 11,280.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 200.00	\$ 198,600.00
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	\$ 20.00	\$ 11,200.00
61	32 93 00	3293.015 - Topsoil	264	CY	\$ 35.00	\$ 9,240.00

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
62	32 93 00					4,602.00
63	32 93 00					6,657.00
64	33 05 05					2,131.50
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 267.00	\$ 13,617.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 301.00	\$ 98,126.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 619.00	\$ 92,850.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	\$ 1,044.00	\$ 1,045,044.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 364.00	\$ 73,164.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 379.00	\$ 95,508.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 361.00	\$ 171,836.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 392.00	\$ 234,808.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	\$ 11,500.00	\$ 195,500.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 17,600.00	\$ 35,200.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	\$ 14,600.00	\$ 43,800.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 639.00	\$ 25,560.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 738.00	\$ 21,402.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 390.00	\$ 86,190.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 401.00	\$ 34,085.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 411.00	\$ 59,184.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	\$ 343.00	\$ 449,330.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	\$ 357.00	\$ 789,327.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	\$ 6,500.00	\$ 52,000.00
TOTAL BID AMOUNT (Unit II):						\$ 4,023,356.50

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	\$ 20.00	\$ 4,420.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	\$ 30.00	\$ 1,500.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	\$ 30.00	\$ 5,640.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	\$ 30.00	\$ 27,570.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	\$ 30.00	\$ 422,760.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	\$ 500.00	\$ 1,000.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	\$ 500.00	\$ 500.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	\$ 700.00	\$ 700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	\$ 1,000.00	\$ 5,000.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	\$ 1,500.00	\$ 7,500.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	\$ 500.00	\$ 2,500.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	\$ 2,500.00	\$ 7,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	\$ 20.00	\$ 300.00
97	32 93 00	3293.015 - Topsoil	798	CY	\$ 35.00	\$ 27,930.00
98	32 93 00	3293.016 - Seeding	22,839	SY	\$ 1.00	\$ 22,839.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	\$ 15,000.00	\$ 15,000.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	\$ 0.50	\$ 6,461.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	\$ 1,261.00	\$ 1,440,062.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		
103	33 14 10	3314.014 - 16" DIP Water Pipe*	1,142	LF		
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	\$ 351.00	\$ 97,929.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	\$ 4,400.00	\$ 30,800.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	\$ 14,000.00	\$ 280,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	\$ 8,100.00	\$ 8,100.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	\$ 13,800.00	\$ 27,600.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	\$ 18,400.00	\$ 128,800.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	\$ 11,400.00	\$ 57,000.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	\$ 342,000.00	\$ 342,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	\$ 245,000.00	\$ 245,000.00

ALTERNATE - PROVIDE PRICING FOR ONLY ONE

102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF	No Bid	No Bid
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	\$ 452.00	\$ 516,184.00

ALTERNATE - PROVIDE PRICING FOR ONLY ONE

103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF	No Bid	No Bid
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	\$ 445.00	\$ 5,532,685.00

ALTERNATE - PROVIDE PRICING FOR ONLY ONE

104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF	No Bid	No Bid
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	\$ 803.00	\$ 168,630.00

TOTAL BID AMOUNT (Unit III): \$ 9,433,910.00

CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV

114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	\$ 15.00	\$ 5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	\$ 800.00	\$ 4,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	\$ 30.00	\$ 355,590.00

TOTAL BID AMOUNT (Unit IV): \$ 365,005.00

TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV): \$ 22,207,320.50

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility - in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: **IH-35 Utility Relocations (from US380 to Milam Road)**
 IFB: **7968-003**

City of Denton Capital Projects
 901-B Texas Street
 Denton, TX 76209
 Attn: Cori Power/Purchasing Dept.

From: Oscar Renda Contracting
 1100 Kubota Dr.
 Grapevine, TX 76051
 Jon Dorma
 817-293-4263
 idorma@southlandholdings.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS -UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	\$ 2,250,000.00	\$ 2,250,000.00
2	02 41 14					2,270.00
3	02 41 14					3,320.00
SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091						
4	02 41 14	0241.010 - Grout Fill 10" Utility Line	106	LF	\$ 33.00	\$ 3,780.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	\$ 20.00	\$ 500.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	\$ 20.00	\$ 3,000.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	\$ 20.00	\$ 32,100.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	\$ 20.00	\$ 111,160.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	\$ 20.00	\$ 49,320.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	\$ 200.00	\$ 3,400.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	\$ 200.00	\$ 600.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	\$ 200.00	\$ 2,200.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	\$ 200.00	\$ 400.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 400.00	\$ 6,000.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	\$ 400.00	\$ 800.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	\$ 400.00	\$ 800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	\$ 50.00	\$ 67,800.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 175.00	\$ 158,375.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 100.00	\$ 1,700.00
20	32 93 00	3293.015 - Topsoil	581	CY	\$ 50.00	\$ 29,050.00
21	32 93 00	3293.016 - Seeding	12,863	SY	\$ 2.00	\$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	\$ 10.00	\$ 28,610.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	\$ 3.50	\$ 32,914.00
24	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 750.00	\$ 162,750.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	\$ 900.00	\$ 1,029,600.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 400.00	\$ 151,600.00
27	33 05 07	3305.030 - 30" Casing by Other Than Open Cut*	468	LF	\$ 1,000.00	\$ 468,000.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	\$ 300.00	\$ 65,100.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	\$ 400.00	\$ 609,200.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 350.00	\$ 14,000.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 400.00	\$ 364,400.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	\$ 300.00	\$ 1,839,900.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	\$ 4,000.00	\$ 8,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	\$ 5,000.00	\$ 5,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	\$ 6,000.00	\$ 30,000.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00
39	33 14 18	3314.3xx - 8" Detector Check Vault and Appurtenances*	1	EA	\$ 100,000.00	\$ 100,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	\$ 2,500.00	\$ 5,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	\$ 3,500.00	\$ 38,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	\$ 6,500.00	\$ 169,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	\$ 17,500.00	\$ 105,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 6,000.00	\$ 6,000.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 3,000.00	\$ 6,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 3,000.00	\$ 36,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 3,000.00	\$ 15,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 5,000.00	\$ 15,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 12,000.00	\$ 36,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 10,000.00	\$ 170,000.00
51	34 71 13	3471.001 - Traffic Control	1	MO	\$ 50,000.00	\$ 50,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF	\$ 500.00	\$ 234,000.00
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF		
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF	\$ 650.00	\$ 1,261,650.00
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF		
TOTAL BID AMOUNT (Unit I):						\$ 9,888,525.00
CJS 087 WASTEWATER IMPROVEMENTS						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	\$ 5.00	\$ 8,020.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 6.00	\$ 1,626.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	\$ 20.00	\$ 32,520.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	\$ 20.00	\$ 26,140.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 1,200.00	\$ 16,800.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 16,000.00	\$ 16,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 55.00	\$ 31,020.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 120.00	\$ 119,160.00

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29					30,800.00
61	32 93 00					14,520.00
62	32 93 00					9,204.00
SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091						
63	32 93 00	3293.017 - Sodding	951	SY	\$ 10.00	\$ 9,510.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	\$ 3.00	\$ 12,789.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 400.00	\$ 130,400.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 750.00	\$ 112,500.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	\$ 900.00	\$ 900,900.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 350.00	\$ 70,350.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 750.00	\$ 189,000.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 300.00	\$ 142,800.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 475.00	\$ 284,525.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	\$ 16,000.00	\$ 272,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 16,000.00	\$ 32,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	\$ 18,000.00	\$ 54,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 1,200.00	\$ 48,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 1,500.00	\$ 43,500.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 100.00	\$ 22,100.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 125.00	\$ 10,625.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 150.00	\$ 21,600.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	\$ 135.00	\$ 176,850.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	\$ 150.00	\$ 331,650.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	\$ 3,000.00	\$ 24,000.00
TOTAL BID AMOUNT (Unit II):						\$ 3,215,309.00
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	\$ 40.00	\$ 8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	\$ 20.00	\$ 1,000.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	\$ 20.00	\$ 3,760.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	\$ 20.00	\$ 18,380.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	\$ 20.00	\$ 281,840.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	\$ 200.00	\$ 400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	\$ 200.00	\$ 200.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	\$ 200.00	\$ 200.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	\$ 200.00	\$ 1,000.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	\$ 400.00	\$ 2,000.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	\$ 400.00	\$ 2,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	\$ 400.00	\$ 1,200.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	\$ 55.00	\$ 825.00
97	32 93 00	3293.015 - Topsoil	798	CY	\$ 60.00	\$ 47,880.00
98	32 93 00	3293.016 - Seeding	22,839	SY	\$ 2.00	\$ 45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	\$ 185,000.00	\$ 185,000.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	\$ 3.00	\$ 38,766.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	\$ 1,000.00	\$ 1,142,000.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		\$ -
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF		\$ -
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		\$ -
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	\$ 300.00	\$ 83,700.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	\$ 6,500.00	\$ 45,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	\$ 17,500.00	\$ 350,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	\$ 3,500.00	\$ 3,500.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	\$ 6,500.00	\$ 13,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	\$ 12,000.00	\$ 84,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	\$ 10,000.00	\$ 50,000.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	\$ 550,000.00	\$ 550,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	\$ 225,000.00	\$ 225,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF	\$ 500.00	\$ 571,000.00
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF		\$ -
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF	\$ 450.00	\$ 5,594,850.00
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF		\$ -
ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE						
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF	\$ 600.00	\$ 126,000.00
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF		\$ -
TOTAL BID AMOUNT (Unit III):						\$ 9,477,519.00
CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV						
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	\$ 3.00	\$ 1,083.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	\$ 500.00	\$ 2,500.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	\$ 20.00	\$ 237,060.00
TOTAL BID AMOUNT (Unit IV):						\$ 240,643.00
TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV):						\$ 22,821,996.00


*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 49 CFR 635.410 as amended.


Attachment "E"

Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

Utility Joint Use Agreement (ROW-U-JUA)

Utility Installation Review/Permit Number: DAL20230112140252
and DAL20230112135929

 7/31/2023
Initial Date
TxDOT

 7/31/2023
Initial Date
Utility

APPROVAL

To David Brown

City of Denton Water Utilities

901 A Texas St

Denton, TX 76209

Date 5/16/2023
Application No. DAL20230112140252
District App. No. DAL20230112140252
Highway IH 0035
Control Section 019503
Maintenance Section Denton County Maintenance
County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20230112140252 (District Application No. DAL20230112140252) dated 5/16/2023 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

General Dallas District Abandonment Request 11-14-2022

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Justin Braudrick

Title Utility Coordinator
District Dallas

APPROVAL

To David Brown

City of Denton Water Utilities

901 A Texas St

Denton, TX 76209

Date 5/16/2023
Application No. DAL20230112135929
District App. No. DAL20230112135929
Highway IH 0035
Control Section 019503
Maintenance Section Denton County Maintenance
County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20230112135929 (District Application No. DAL20230112135929) dated 5/16/2023 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

General Dallas District Abandonment Request 11-14-2022

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Justin Braudrick

Title Utility Coordinator

District Dallas

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 100 %

- Non-interstate Highway (Calculations attached)
- Interstate Highway


ROW Utility Manual Chapter 8, Section 2


In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%



7/31/2023
 Initial Date
 TxDOT



7/31/2023
 Initial Date
 Utility

Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: _____ %
(Calculation attached and justification below)
- Forced Betterment
(Provide supporting documentation)
- Not Applicable

Elective betterment justification statement:
See narrative description and supporting documents, next pages.

 7/31/2023
Initial Date
TxDOT

 7/31/2023
Initial Date
Utility

Attachment G: Forced Betterment

Easement Justification

The city has had an ordinance in place prior to 2013 (see backup pages for time stamp date of ordinance) that requires utilities to be placed in an easement when adjacent to TxDOT ROW. Therefore, due to this ordinance, and the necessary relocation of water and sewer lines outside of the TxDOT ROW and to comply with UAR, the City has obtained easements for this project, following the State Uniform act and has performed independent TxDOT appraisals for all parcels and is seeking reimbursement for these acquisitions. See signed letter from City on page 5.

Water Comparison HDPE to DIP

See attached letter



401 N ELM STREET ■ DENTON, TEXAS ■ 76201 ■ 940.349.8451
DEVELOPMENT SERVICES DEPARTMENT

May 9, 2023

Ms Darla Payberah
TxDOT – Dallas District
4777 East Highway 80
Mesquite, TX 75150

SUBJECT: 20' Utility Easement Along TxDOT Rights-of-Way

Dear Ms. Payberah,

All utilities in a development shall be provided in street rights-of-way except in special circumstances, one of which being when the development is along a TxDOT right-of-way. The City of Denton requires a minimum 20' utility easement along all TxDOT right of ways. This has been in effect since the adoption of the 2002 Denton Development Code in subsection 35.21.4 and was carried over to the 2019 Denton Development Code in subsection 7.6.7.

If you have any questions, you may contact me at 940-349-8351 or via email at erin.stanley@cityofdenton.com.

Sincerely,

A handwritten signature in black ink that reads "Erin Stanley". The signature is written in a cursive, flowing style.

Erin Stanley
Assistant Planner

35.21.4. - Easement Requirements.

All utilities in a development shall be provided in street rights-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

- A. All utility easements shall be a minimum of sixteen (16) feet unless special circumstances warrant additional or reduced easements which can be approved by the Development Review Committee. The general criteria to define minimum easement widths are listed below:

Type of Development	Easement Size
Individual water or sewer lines up to 24" in diameter	16 ft
Individual water or sewer lines greater than 24"	20 ft
Water and sewer lines up to 24" in the same easement	20 ft
Water and sewer lines greater than 24" in the same easement	25 ft
Easements along TxDOT rights-of-way	20 ft

- B. Lot lines will not split easements.
- C. Dead-end easements are not acceptable unless approved for special circumstances by the Development Review Committee.
- D. Fences within utility easements are prohibited.
1. No fences will be allowed to be built that cross dedicated utility easements.
 2. Any existing fence that crosses dedicated utility easements that conflict with the purpose and intent of the easement may be removed by the City at any time.
 3. The City is under no obligation to repair or replace any fence that is damaged or removed that encroaches within a dedicated easement for the purposes of operating, maintaining, replacing or installing water or sewer facilities within the dedicated easement.
- E. Employees of the City shall have the authority to enter premises at any reasonable time in the regular line of duty for the purpose of inspecting, repairing or constructing any water, electric or sewer line or any water or electric meter, etc. The landowner and occupant are responsible for any construction activities occurring over

or within any on-site utility in a utility easement. If utility inspection or repair or reconstruction is necessary, any pavement, structure or improvement damaged within a dedicated utility easement, shall not be the responsibility of the City for any repairs, but shall be the sole responsibility of the owner. The landowner assumes responsibility for any and all improvements placed within a utility easement at their own risk. Additionally, the provisions of this section do not permit or supercede the limits and restrictions prescribed by the conditions of any existing utility easement for allowing improvements to be place within utility easements.

Utility easement

35.21.4. - Easement Requirements.

All utility easements shall be subject to the following standards and provisions:

A. All utility easements shall be a minimum of seven (7) feet wide for all utility easements within a project easement which is owned by the Development Review Commission. The general width for other easements shall be as follows:

Type of Development	Easement Width
Residential with no access into utility DP of easement	10 FT
Residential with no access into greater than DP	20 FT
Other projects with access into the easement	20 FT
Water and sewer into greater than DP of the easement	20 FT
Easements serving <u>INDUSTRIAL/COMMERCIAL</u>	20 FT

35.21.1 - Board Policy
 35.21.2 - Approval of Water and Sewer Plans
 35.21.3 - Signage Standards
 35.21.4 - Easement Requirements
 35.21.5 - Utility Easement Requirements
 35.21.6 - Street Quality Requirements
 35.21.7 - Impact Fees
 35.21.8 - Right-of-Way
 35.21.9 - Street Closures in the City
 35.21.10 - PLUAG Agreements



CAPITAL PROJECTS

401 North Elm Street ▪ Denton, TX 76201 ▪ (940) 349-8910

June 12, 2023

Texas Department of Transportation
4777 US Highway 80 E
Mesquite, TX 75150-6642

RE: Water Comparison HDPE to DIP

Dear Ms. Darla Payberah,

The existing 16-inch water transmission main conflicts with the State's I-35 widening project and was proposed to be replaced with a 16-inch ductile iron pipe (DIP), but also bid HDPE as an alternative.

The City only allows DIP and HDPE (but not PVC) for this size water transmission line, however the 16- inch DIP is undergoing extremely long lead times (9 plus months). To clear TxDOT's requested ready to let date, the City set a short contract duration for this relocation project. To achieve the accelerated schedule, the city allowed contractors to consider either DIP or HDPE pipe when bidding the city's relocation project (see unit price bid sheet). This is a direct benefit to the highway project and should not be considered elective betterment.

HDPE pipe has a thicker wall and smaller inner diameter than the same sized DIP. To achieve the same flow characteristics as a 16-inch DIP, a 20-inch HDPE pipe is required. The below chart shows the difference in pipe inner diameters (ID) between HDPE and DIP.

HDPE Water/Sewer DIPS SUBMITTAL AND DATA SHEET. Ductile Iron Pipe Inside Diameter Chart. Includes tables for pipe dimensions and technical specifications.

Sincerely,

Cole K. Tankersley
Project Manager, Capital Projects

OUR CORE VALUES

Inclusion ▪ Collaboration ▪ Quality Service ▪ Strategic Focus ▪ Fiscal Responsibility


Attachment "H" Proof of Property Interest


Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

 7/31/2023
Initial Date
TxDOT

 7/31/2023
Initial Date
Utility

City of Denton I-35 (from I-35 merge/split to Milam) WWW Easements Appraisal

Denton CAD No.	TXDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF		Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Temporary Construction Easement		Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total	
						Permanent	Temporary					Permanent	Temporary					Permanent
754865	1	BLUE BEACON INTERNACIONAL INC	818	20	16,359	\$1.30		\$21,267.00						\$317.00	\$21,584.00	\$21,584.00	\$0.00	
179418																		
36795	2	CATDENTON 35 SIX INC	9149	20	182,976	\$1.50		\$274,464.00						\$321.00	\$274,785.00	\$137,392.50	\$137,392.50	
632459																		
37353	88A	CATDENTON 35 INC	6203	20	124,051	\$1.35		\$167,489.00						\$321.00	\$167,790.00	\$83,895.00	\$83,895.00	
37076																		
297205	11	NIMAC LTD	2373	20	47,460	\$1.26		\$59,941.00						\$589.00	\$60,530.00	\$60,530.00	\$0.00	
135315	14	MUSKET CORP #217	966	20	19,325	\$1.65		\$31,886.00						\$390.00	\$32,276.00	\$32,276.00	\$0.00	
37070	16	CRAWFORD, KURT WILLIAM TR OF THE CRAWFORD	768	20	15,352	\$2.81		\$43,177.50						\$471.00	\$43,648.50	\$43,648.50	\$0.00	
															\$600,813.50	\$379,326.00	\$221,287.50	

CSJ-074

CSJ-087
SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

Denton CAD No.	TXDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF		Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Temporary Construction Easement		Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total	
						Permanent	Temporary					Permanent	Temporary					Permanent
34524	2	Kaylan's Inc	409	20	8,180	\$12.40		\$108,516.00						\$321.00	\$108,837.00	\$108,837.00	\$0.00	
34525	3	MALA STRANA LLC	166	20	3,322	\$12.64		\$42,000.00						\$465.00	\$42,465.00	\$42,465.00	\$0.00	
618924	4	HOME DEPOT USA INC	438	20	8,752	\$10.10		\$30,959.00						\$383.00	\$31,342.00	\$15,671.00	\$15,671.00	
34521	5	Manul Jalaram LLC	153	20	3,064	\$10.78		\$75,000.00						\$700.00	\$75,700.00	\$37,850.00	\$37,850.00	
34517	6	Cocomb Properties LLC	348	20	6,957	\$12.02		\$36,109.00						\$422.00	\$36,531.00	\$36,531.00	\$0.00	
86868	8	Paces Hotels LLC	150	20	3,003	\$6.38		\$18,482.00	50	25	1,244	\$2.55		\$296.00	\$21,930.00	\$21,930.00	\$0.00	
693328	9	Health Services of North Texas, Inc.	145	20	2,896	\$5.13		\$142,518.00						\$321.00	\$142,839.00	\$142,839.00	\$0.00	
675206	14	Three Wilkows Land Development LLC	1389	20	27,779	\$22.97		\$134,743.00						\$321.00	\$135,064.00	\$135,064.00	\$0.00	
523508	15A	Hunt Windsor LLC	293	20	5,867	\$6.25		\$6,806.00	48	25	1,203	\$2.50		\$238.00	\$7,044.00	\$7,044.00	\$0.00	
775494	15B	32 HUNDRED WINDSOR GARDENS LP & JRM	54	20	1,089	\$8.44		\$63,089.00						\$613.00	\$63,702.00	\$63,702.00	\$0.00	
87582	16.1	Salvaging Teens at Risk Inc D/B/A The Educator Center	320	20	6,406	\$7.05		\$41,387.00	244	25	6,100	\$1.90		\$457.00	\$53,434.00	\$53,434.00	\$0.00	
773229	16	Zimmer Denton LLC	293	20	5,868	\$5.13		\$30,520.00						\$321.00	\$267,883.00	\$267,883.00	\$0.00	
765175	17/18	RYLAND ACQUISITION LP	2608	20	52,151	\$13.86		\$122,867.73						\$321.00	\$123,188.73	\$61,594.37	\$61,594.37	
632465	19	Catdenton 35 Four Inc	443	20	8,862	\$4.84		\$100,330.00						\$321.00	\$100,651.00	\$50,325.50	\$50,325.50	
613725	20	Wilbarger Street, LP	561	20	11,228	\$4.63		\$8,325.00						\$238.00	\$8,563.00	\$8,563.00	\$0.00	
160306	21	The Rockline-Denton Group P/S	90	20	1,800	\$8.78		\$132,020.87						\$321.00	\$132,341.87	\$132,341.87	\$0.00	
174371	25	Harris, Lisa J Investment Trust	751	20	15,028	\$6.13		\$107,543.00						\$321.00	\$107,864.00	\$98,932.00	\$98,932.00	
40201	36/37	Wesglen Partners LTD	1611	20	32,221	\$6.12		\$44,265.00						\$479.00	\$44,744.00	\$44,744.00	\$0.00	
36937																		
699314	38	Love's Travel Stops & Country Stores Inc	361	20	7,227	\$7.90		\$170,703.00						\$321.00	\$171,024.00	\$85,512.00	\$85,512.00	
699314	38	Love's Travel Stops & Country Stores Inc	1611	20	32,221													
36958	39	Foster, Mark D & Madeline	1080	20	21,604													
39525	40	TA Operating LLC																
															\$1,881,852.60	\$1,448,536.24	\$433,316.37	

CSJ-090

SEE U000XXXXX CITY OF DENTON AGREEMENT- RCSJ 0195-03-074

Denton CAD No.	TXDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF		Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Temporary Construction Easement		Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
						Permanent	Temporary					Permanent	Temporary				
126931	124	DENTON	1021	28	28,597	\$20.00		\$457,552.00						\$321.00	\$457,873.00	\$228,936.50	\$228,936.50
132006	2	TXDOT												\$321.00	\$130,629.00	\$0.00	\$130,629.00
36534	2A	TXDOT												\$238.00	\$8,038.00	\$0.00	\$8,038.00
132008	2B	TXDOT												\$345.00	\$25,593.00	\$0.00	\$25,593.00
107896	3	STRUGA PARTNERS L												\$292.00	\$18,000.00	\$9,000.00	\$9,000.00

Denton CAD No.	TxDOT Parcel No.	Property Owner	Permanent		Temporary Construction Easement		Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total (SF)	Title Policy Fee	Water Easement Total	Sewer Easement Total
			LF of Easement Acquisition	Width (ft)	LF of Easement Acquisition	Width (ft)											
108000	6	STUGA PARTNER; 2701 W OAK STREET DENTON COUNTY	490	20	3,390	0	0	\$16,360.00	\$16,360.00	0	20	3,390	0	0	\$393.00	\$16,360.00	\$16,360.00
126918	10	BEN E KEITH	1057	20	21,858	0	0	\$8.59	\$150,195.00	0	20	21,858	0	0	\$759.00	\$0.00	\$0.00
36546	11/12	BEN E KEITH	1057	20	21,858	0	0	\$8.59	\$150,195.00	0	20	21,858	0	0	\$759.00	\$0.00	\$0.00
171183	16	BEN E KEITH	1057	20	21,858	0	0	\$8.59	\$150,195.00	0	20	21,858	0	0	\$759.00	\$0.00	\$0.00
39258	17	BEN E KEITH CO	426	45	14,203	0	0	\$8.44	\$95,870.00	0	45	14,203	0	0	\$845.00	\$0.00	\$0.00
209152	19.1	TEXAS BLUE HORSESHOE LTD	1257	20	25,137	0	0	\$6.25	\$157,107.00	0	20	25,137	0	0	\$321.00	\$0.00	\$0.00
755968	19.2	ALL STORAGE DENTON LLC	733	20	14,665	0	0	\$9.13	\$100,000.00	0	20	14,665	0	0	\$321.00	\$0.00	\$0.00
755968	19.3	ALL STORAGE DENTON LLC	137	20	2,735	0	0	\$11.10	\$30,368.00	0	20	2,735	0	0	\$321.00	\$0.00	\$0.00
165500	20	ERHQ LP	200	20	3,990	0	0	\$6.80	\$27,142.00	0	20	3,990	0	0	\$356.00	\$0.00	\$0.00
194819	24	RETAIL BLDG INC	233	20	4,667	0	0	\$15.63	\$72,941.00	0	20	4,667	0	0	\$681.00	\$0.00	\$0.00
188305	25	GOLDEN ARCH LTD	150	20	3,002	0	0	\$20.84	\$62,570.00	0	20	3,002	0	0	\$611.00	\$0.00	\$0.00
167562	26	CR POWER OWNER LLC	370	20	7,398	0	0	\$13.64	\$100,927.00	0	20	7,398	0	0	\$321.00	\$0.00	\$0.00
167551	27	VICTRON STORES LP	333	20	6,660	0	0	\$15.50	\$103,230.00	0	20	6,660	0	0	\$321.00	\$0.00	\$0.00
Total			20276	20	405,523	0	0	\$20.00	\$596,205	0	20	405,523	0	0	\$2,409	\$51,775.50	\$51,775.50
CSJ 074	Combined Total		17100	20	329,624	0	0	\$20.00	\$479,600	0	20	329,624	0	0	\$1,336	\$17,770	\$17,770
Water Department Easement			33435	20	664,832	0	0	\$20.00	\$3,050,385	342	20	8,547	0	0	\$5.00	\$15,350	\$15,350
Combined Total			38984	20	812,436	0	0	\$20.00	\$4,296,398	342	20	8,547	0	0	\$5.00	\$19,309	\$19,309

SEE U000XXXXX CITY OF DENTON AGREEMENT- RCSJ 0195-03-074

Total with Permanent, Temporary Easements and Title: **\$4,336,477**

Water Department Easement Shared Easements with DME Combined Total **\$4,336,477.35**

50% of DME **\$625,486.30**

Total Water/WW Budget \$3,709,991.05

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 9	CONTROL & INDEX SHEETS
10 - 39	PLAN SHEETS
40 - 41	OWNERSHIP TABLE

LEGEND

- SET 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED TxDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT
- FOUND MONUMENT (AS INDICATED)
- SET 1/2" IRON ROD WITH "MCGRAY & MCGRAY" CAP
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- - - DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE
- ACCESS DENIAL LINE
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- ESMT. EASEMENT
- PI POINT OF INTERSECTION
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PRC POINT OF REVERSE CURVE
- O.R.D.C.T. OFFICIAL RECORDS, DENTON COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- R.P.R.D.C.T. REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

STATE OF TEXAS

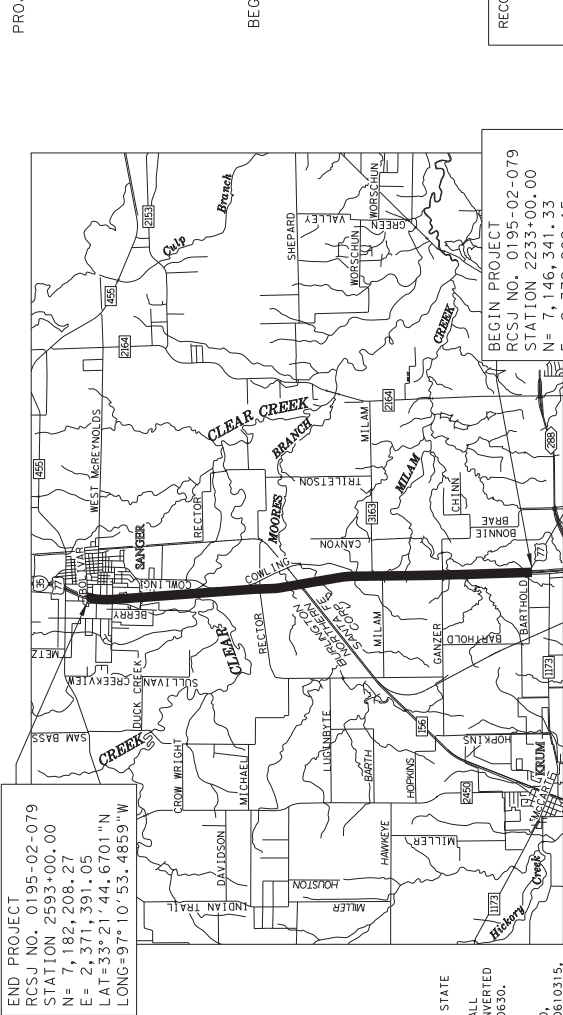
TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED RIGHT OF WAY PROJECT

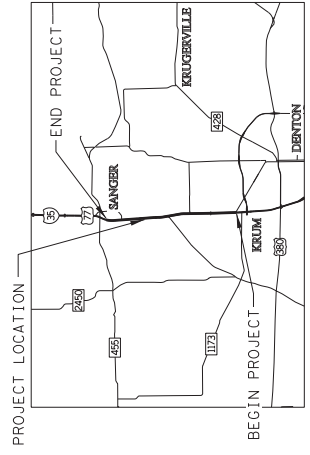
IH 35

DENTON COUNTY
 C. C. S. J.: 0195-02-074
 R. C. S. J.: 0195-02-079

FROM: BARTHOLD ROAD TO: BOLIVAR STREET
 NET LENGTH OF PROJECT = 6.82 MILES = 36,000.00 FEET



LOCATION MAP



VICINITY MAP
NOT TO SCALE

- NOTES:**
- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SRCS), NORTH-CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 - THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
 - ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
 - FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 - RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 - LATITUDE AND LONGITUDE SHOWN HEREON ARE IN DEGREES MINUTES SECONDS, BASED ON GRID COORDINATES.
 - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
 - ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

RECOMMENDED FOR ACQUISITION DISTRICT SURVEYOR OR ROW ADMINISTRATOR _____ DATE _____	RECOMMENDED FOR ACQUISITION AREA ENGINEER OR DESIGN ENGINEER _____ DATE _____
FINAL APPROVAL - ACQUISITION COMPLETE DISTRICT ENGINEER _____ DATE _____	

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35
STATE DIST.	COUNTY	CONTROL NO.	SHEET NO.
18	DENTON		1
	R. C. S. J.	0195	02
	C. C. S. J.	0195	02

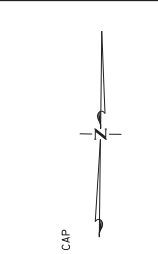
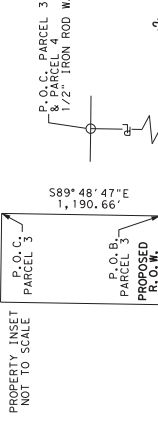
REVISIONS:

ENGINEER'S BASELINE CURVE DATA
 P.I. EASTING = 2372.874, 99
 P.T. STATION = 2246.79, 03
 DEGREE OF CURVE = 00° 24' 25" (RT)
 TANGENT = 590.82'
 RADIUS = 1,180.00'
 CHORD BEARING = N 01° 16' 15" E
 CHORD STATION = 2180.60, 21
 PT STATION = 2252.69, 16

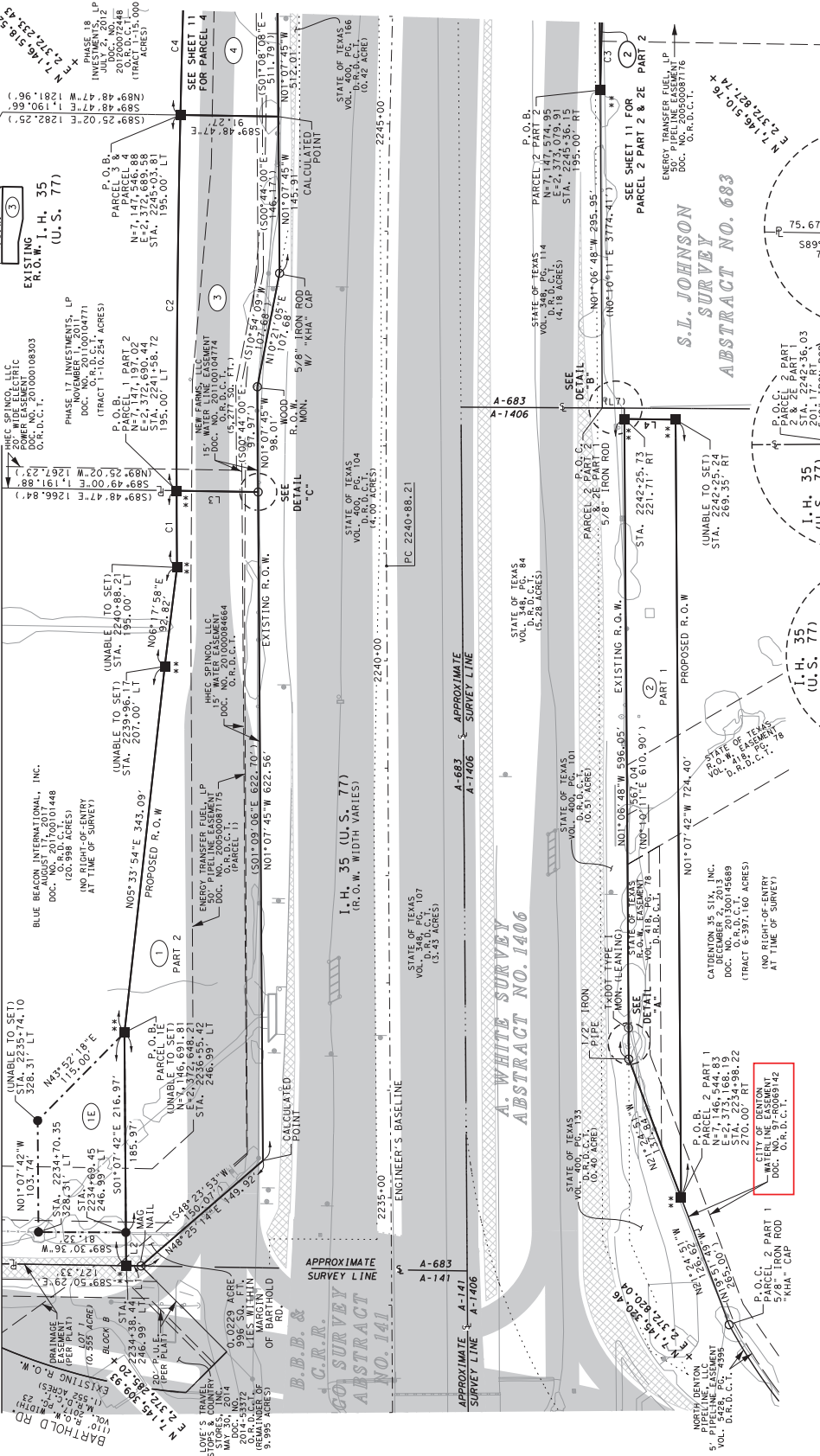
CURVE TABLE			CHORD		
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	71.48'	14,295.00'	00° 17' 11"	N00° 59' 07" W	71.48'
C2	72.87'	14,295.00'	02° 58' 45"	S02° 06' 52" W	72.87'
C3	512.04'	14,295.00'	02° 03' 08"	N01° 35' 11" E	512.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 50' 29" W	13.95'
L2	S59° 49' 46" E	31.97'
L3	N01° 06' 48" W	29.01'
L4	N01° 06' 48" W	10.09'
L5	S88° 53' 12" W	0.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	S89° 31' 12" W	20.43'
L7	S58° 03' 59" W	35.00'
L8	N01° 06' 48" W	29.01'
L9	N01° 06' 48" W	29.01'
L10	N01° 06' 48" W	10.09'
L11	S88° 53' 12" W	0.89'



NOTES:
 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (TSPCS) NORTH CENTRAL DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. SHOWN HEREON ARE SURFACE AND ADJUSTMENT FACTOR DEFINED BY 1.000150630. TICK MARKS AT EACH QUADRANT OF THE CAP ARE FOR PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 2. THE FOLLOWING CONTROL POINTS AND HELD HORZONTAL YEL. ELEVATIONS ARE IN U.S. SURVEY FEET.
 3. ABSTRACTING WAS PERFORMED ON JUNE 2019 THROUGH JULY 2019.
 4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION DUE TO DESIGN CHANGE.
 7. SET MONUMENT DESCRIBED AND SET MONUMENT ACROSS THE MARKER UPON COMPLETION OF THE SURVEY UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR EMPLOYED ON OR RETAINED BY TDDOT.



NO.		DATE		REVISIONS	

McGRAY & McGRAY
 3501 HANCOCK DRIVE #6
 HOUSTON, TEXAS 77058
 (832) 481-8851
 www.mcgray.com

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HYDRAULIC NO.

STATE	COUNTY	SECTION	RANGE	TOWNSHIP
TX	HARRIS	02	07	10

I.H. 35	

PARCEL NO.	EXISTING ACRES	LOT BLOCK	OWNER	ACQUISITION TYPE	ACQUISITION FILE NO.	REMARKS
1	2.384	D	BLUE BEACON INTERNATIONAL, INC.	LEFT	102,513	18,644
2	20.988	D		RIGHT		
3	10.254	D	PHASE 17 INVESTMENTS, LP		0.6887	9,565

CONVEYANCE TYPE	CONVEYANCE FILE NO.	ACQUISITION ACRES	REMARKS

PARCEL NO.	EXISTING ACRES	LOT BLOCK	OWNER	ACQUISITION TYPE	ACQUISITION FILE NO.	REMARKS
1	2.384	D	BLUE BEACON INTERNATIONAL, INC.	LEFT	102,513	18,644
2	20.988	D		RIGHT		
3	10.254	D	PHASE 17 INVESTMENTS, LP		0.6887	9,565

C = CALCULATED D = DEED S = SURVEYED
 S.L. JOHNSON SURVEY ABSTRACT NO. 683

ENGINEERING BASELINE CURVE DATA
 P.I. STATION = 21372.874,99
 P.E. STATION = 2246.75,03 (RT)
 DEGREE OF CURVE = 00° 24' 23"
 TANGENT = 590,82'
 CHORD BEARING = N 01° 16' 15" E
 CHORD DISTANCE = 2252,681,16
 PT STATION = 2252,681,16

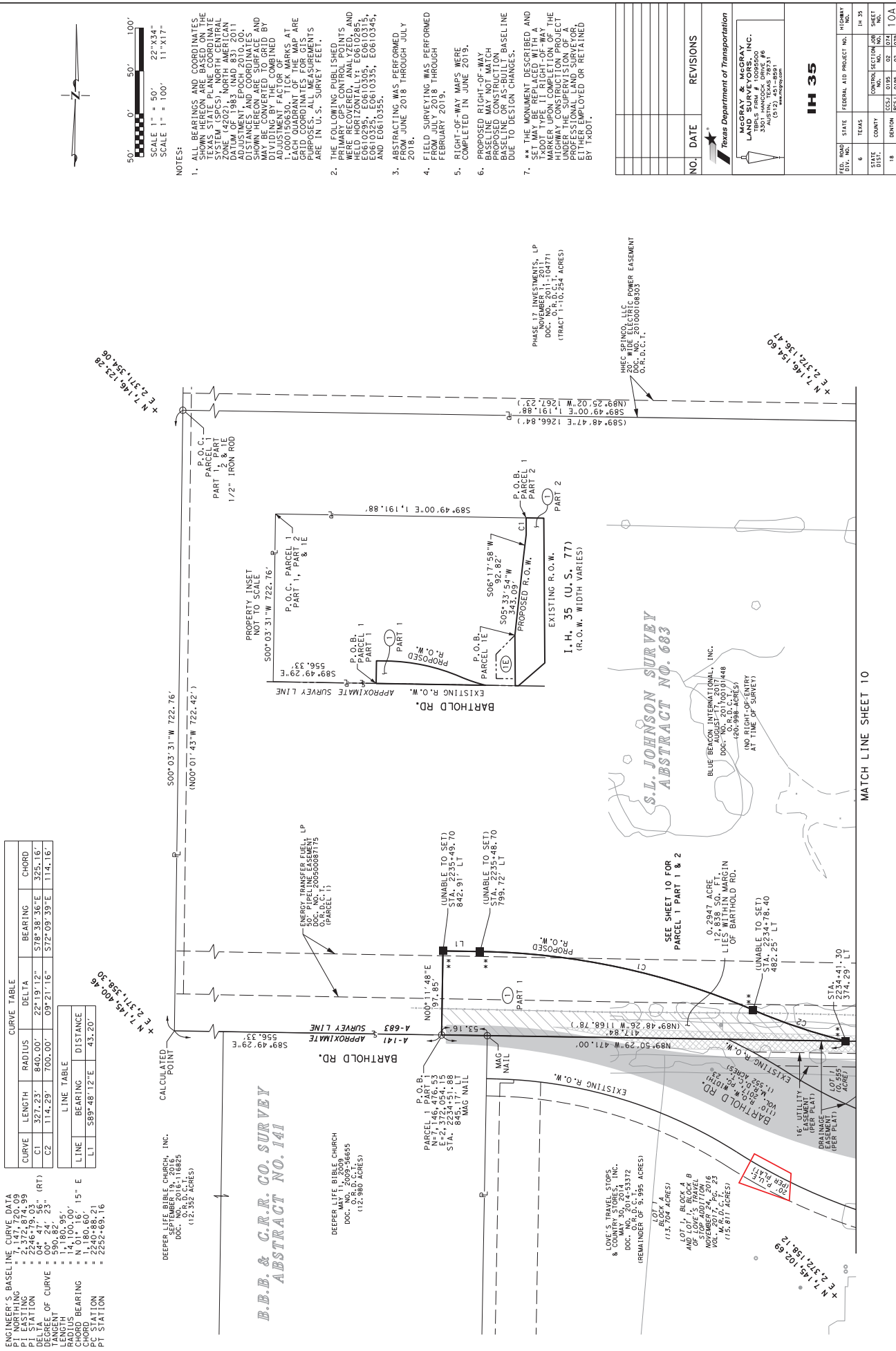
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	3273,23'	840,00'	22° 19' 12"	3275,16'
C2	114,29'	700,00'	09° 21' 16"	114,16'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 48' 12" E	43,20'

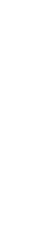
DEEPER LIFE BIBLE CHURCH, INC.
 DOC. NO. 2016-116825
 (12,352 ACRES)

B.B.B. & C.R.R. CO. SURVEY
ABSTRACT NO. 141

DEEPER LIFE BIBLE CHURCH
 DOC. NO. 2009-056655
 (12,980 ACRES)



- NOTES:
- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SOUTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT), EPOCH 2010.00. SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT 100' INTERVALS FOR GRID PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 - THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS AND HELIOPOLYGRAPHIC POINTS WERE USED FOR THIS SURVEY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
 - ABSTRACTING WAS PERFORMED ON JUNE 2018 THROUGH JULY 2018. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 - RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.
 - ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TYPICAL TYPE II RIGHT-OF-WAY MONUMENT CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR EMPLOYED ON OR RETAINED BY TDDOT.



NO.	DATE	REVISIONS

TEXAS DEPARTMENT OF TRANSPORTATION
 L. MCGRAY & MCGRAY SURVEYING, INC.
 3501 HANCOCK DRIVE #6
 DALLAS, TEXAS 75246
 (214) 481-8881
 www.mcgraysurveying.com

IH 35

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35

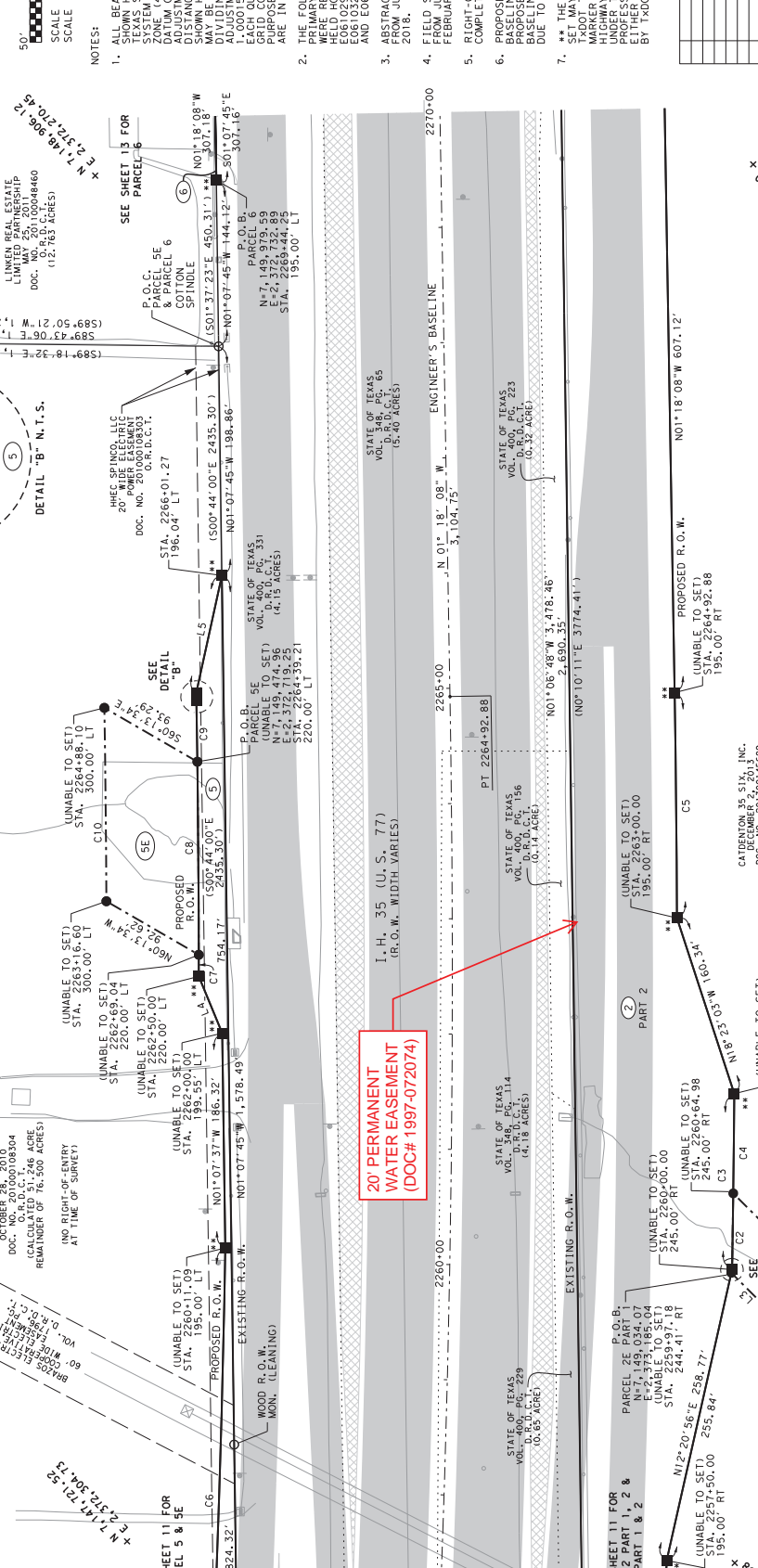
STATE	COUNTY	SECTION	RANGE	SHEET
TX	BRAYTON	01B5	02	10A

MATCH LINE SHEET 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

ENGINEER'S BASELINE CURVE DATA
 P1 EASTING = 2,172,852.01
 P1 NORTHING = 2,285,811.40 (LT)
 DEGREE OF CURVE = 0° 24' 23"
 TANGENT = 612.24'
 CHORD BEARING = N 111° 03' E
 CHORD LENGTH = 2253.84'
 P2 EASTING = 2264.92-88
 P2 NORTHING = 2264.92-88

WOOD R.O.W. (LEANING)
 MON. (LEANING)
 STATE OF TEXAS VOL. 348, PG. 114 (0.65 ACRE)
 STATE OF TEXAS VOL. 180, PG. 156 (0.14 ACRE)
 STATE OF TEXAS VOL. 156, PG. 223 (0.26 ACRE)
 STATE OF TEXAS VOL. 400, PG. 223 (0.26 ACRE)
 STATE OF TEXAS VOL. 129, PG. 232-29 (4.13 ACRE)
 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)
 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)
 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)
 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)
 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)



DETAIL "B" - N.T.S.

(UNABLE TO SET) STA. 220.00' LT

C8 N01°18'08"W (UNABLE TO SET) R.O.W. 220.00' LT

C9 N01°18'08"W (UNABLE TO SET) R.O.W. 220.00' LT

MHEG SP/NECO, LLC 20' WIDE ELECTRIC R.O.W. DOC. NO. 201000198303

SEE SHEET 11 FOR PARCEL 5 & 5E

SEE SHEET 13 FOR PARCEL 6

SEE SHEET 14 FOR PARCEL 7

SEE SHEET 15 FOR PARCEL 8

SEE SHEET 16 FOR PARCEL 9

SEE SHEET 17 FOR PARCEL 10

SEE SHEET 18 FOR PARCEL 11

SEE SHEET 19 FOR PARCEL 12

SEE SHEET 20 FOR PARCEL 13

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SEE SHEET 94 FOR PARCEL 87

SEE SHEET 95 FOR PARCEL 88

SEE SHEET 96 FOR PARCEL 89

SEE SHEET 97 FOR PARCEL 90

SEE SHEET 98 FOR PARCEL 91

SEE SHEET 99 FOR PARCEL 92

SEE SHEET 100 FOR PARCEL 93

LINE TABLE

LINE	BEARING	DISTANCE
L1	S45°23'09"E	97.38'
L2	S44°36'51"W	50.00'
L3	N45°23'09"W	49.85'
L4	N22°45'46"W	55.33'
L5	N12°00'41"E	104.07'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	487.49'	14,295.00'	01°57'14"	N02°41'36"E	487.46'
C2	66.11'	14,345.00'	00°15'51"	N00°34'07"E	66.11'
C3	152.61'	14,345.00'	00°36'34"	N00°23'45"E	152.61'
C4	86.50'	14,345.00'	00°20'43"	N00°15'50"E	86.49'
C5	195.55'	14,295.00'	00°47'02"	N00°54'37"W	195.55'
C6	731.67'	13,905.00'	03°00'53"	N02°09'47"E	731.58'
C7	18.75'	13,800.00'	00°40'39"	N00°21'14"W	18.75'
C8	239.09'	13,880.00'	00°59'13"	N00°48'32"W	239.09'
C9	52.83'	13,880.00'	00°13'05"	N01°11'56"W	52.83'
C10	167.85'	13,800.00'	00°41'49"	N00°56'04"W	167.85'

REVISIONS

NO.	DATE	REVISIONS

McGRAY & McGRAY
 LAND SURVEYORS, INC.
 3501 NAVARRO DRIVE, #6
 FORT WORTH, TEXAS 76107
 (817) 481-8881
 www.mcgray.com

I.H. 35 (U.S. 77)
 (R.O.W. WIDTH VARIES)

ENGINEER'S BASELINE
 STA. 2260+00
 STA. 2264+92.88
 STA. 2265+00
 STA. 2266+00
 STA. 2267+00
 STA. 2268+00
 STA. 2269+00
 STA. 2270+00

STATE OF TEXAS VOL. 348, PG. 114 (0.65 ACRE)
 STATE OF TEXAS VOL. 180, PG. 156 (0.14 ACRE)
 STATE OF TEXAS VOL. 156, PG. 223 (0.26 ACRE)
 STATE OF TEXAS VOL. 400, PG. 223 (0.26 ACRE)
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 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)
 STATE OF TEXAS VOL. 144, PG. 231 (4.13 ACRE)

FED. ROAD DIST. NO. STATE FEDERAL AID PROJECT NO. HIGHWAY NO.

6 TEXAS I.H. 35

STATE COUNTY CONTROL SECTION NO. SHEET NO.

18 BAYLOR CCSJ 0185 02 074 12

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE ZONE 14N (NAD 83). NORTH CENTRAL DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT 1.000150630. TICK MARKS AT GRID COORDINATES FOR CTS ARE FOR PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.

THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE USED HORIZONTAL: E0610288, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, E0610355.

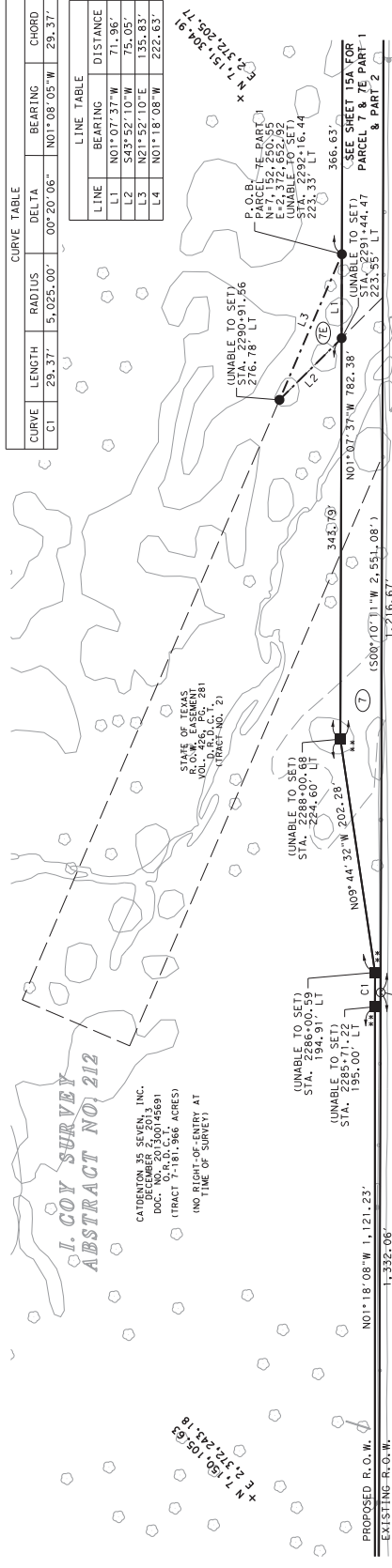
ABSTRACTING WAS PERFORMED ON JUNE 16, 2018 THROUGH JULY 2, 2018.

FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.

RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.

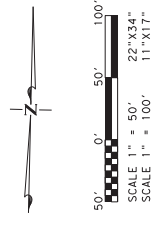
PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.

THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TYPICAL TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR BY TXDOT.

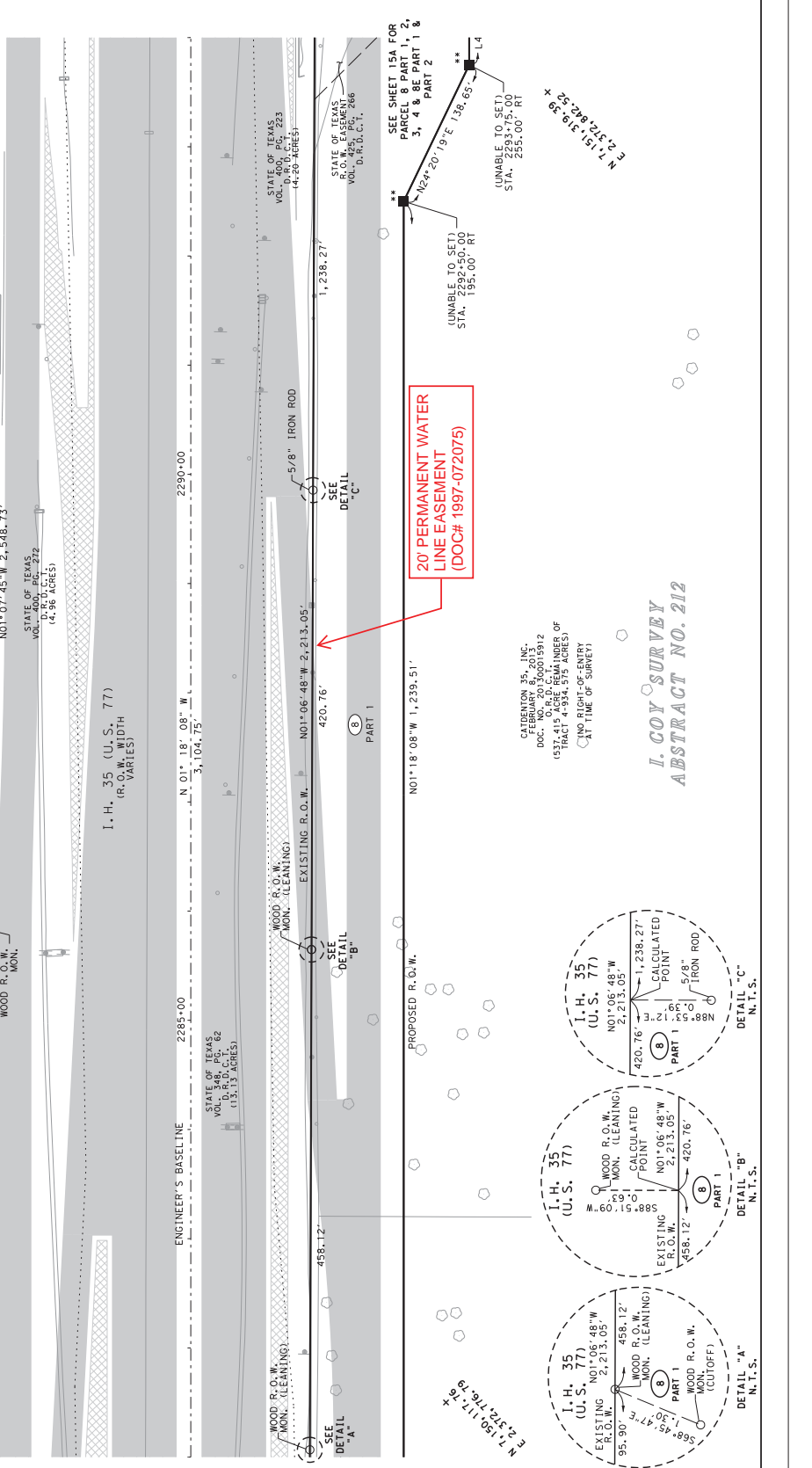


CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	29.37'	5,025.00'	00° 20' 06"
CHORD			
29.37'			

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01° 07' 37" W	71.96'
L2	S43° 52' 10" W	75.05'
L3	N21° 52' 10" E	135.83'
L4	N01° 18' 08" W	222.63'



- NOTES:
- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANNED NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND ADJUSTMENT FACTOR OF DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 - THE FOLLOWING PUBLISHED MAPS WERE REVIEWED, ANALYZED AND HELD HORIZONTALLY: E610282, E610329, E610335, E610341, E610345, E610353, E610355, E610359, AND E610355.
 - ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
 - FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 - RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH EXISTING RIGHT-OF-WAY BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
 - ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A MONUMENT UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A LICENSED SURVEYOR. EITHER EMPLOYED OR RETAINED BY TxDOT.



20' PERMANENT WATER LINE EASEMENT (DOC# 1997-072075)

CADENTON 35, INC.
FEBRUARY 8, 2013
DOC. NO. 20130745691
(TRACT 7, 181, 566 ACRES)
(NO RECORD OF ENTRY AT TIME OF SURVEY)

**I. COY SURVEY
ABSTRACT NO. 212**

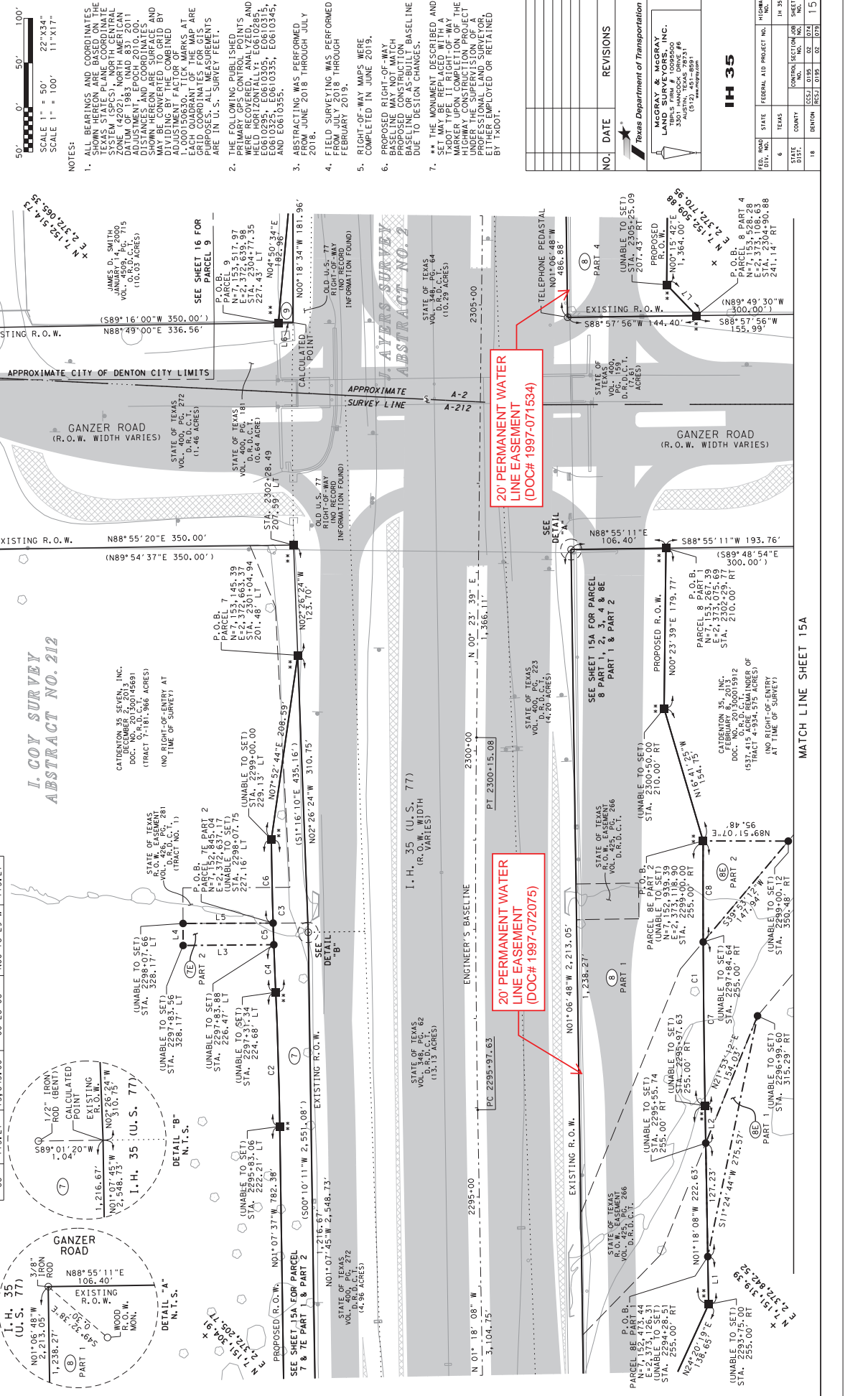
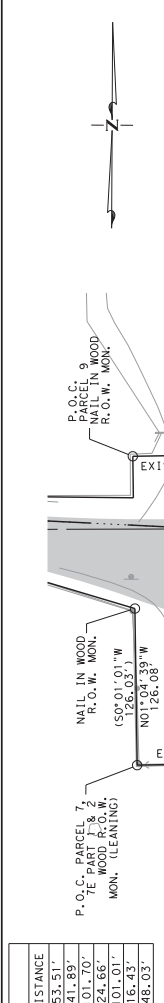
TEXAS Department of Transportation
 LAMAR UNIVERSITY, INC.
 3501 HANCOCK DRIVE #6
 HOUSTON, TEXAS 77060
 (832) 481-8851
 www.txdot.gov

FED. ROAD DIST. NO.		STATE		FEDERAL AID PROJECT NO.		HIGHWAY NO.																															
6	TEXAS																																				
<table border="1"> <thead> <tr> <th colspan="2">I.H. 35</th> </tr> <tr> <th>SECTION</th> <th>SHEET</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>02</td> </tr> <tr> <td>02</td> <td>03</td> </tr> <tr> <td>03</td> <td>04</td> </tr> <tr> <td>04</td> <td>05</td> </tr> <tr> <td>05</td> <td>06</td> </tr> <tr> <td>06</td> <td>07</td> </tr> <tr> <td>07</td> <td>08</td> </tr> <tr> <td>08</td> <td>09</td> </tr> <tr> <td>09</td> <td>10</td> </tr> <tr> <td>10</td> <td>11</td> </tr> <tr> <td>11</td> <td>12</td> </tr> <tr> <td>12</td> <td>13</td> </tr> <tr> <td>13</td> <td>14</td> </tr> </tbody> </table>								I.H. 35		SECTION	SHEET	01	02	02	03	03	04	04	05	05	06	06	07	07	08	08	09	09	10	10	11	11	12	12	13	13	14
I.H. 35																																					
SECTION	SHEET																																				
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ENGINEER'S BASELINE CURVE DATA
 P1 NORTHING = 17,152,845.41
 P1 EASTING = 2,372,862.79
 DELTA ANGLE = 229°06'37" (RT)
 DEGREE OF CURVE = 0° 24' 23"
 TANGENT = 209.74
 RADIUS = 14,100.00'
 CHORD BEARING = N 0° 27' 15" W
 CHORD LENGTH = 2395.9763
 PC STATION = 2300+15.08
 PT STATION = 2300+15.08

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	296.30'	13,845.00'	01°13'43"	N00°41'16"W	296.89'
C2	150.42'	4,940.00'	01°44'41"	N01°59'57"W	150.41'
C3	171.44'	5,060.00'	01°56'29"	N01°54'04"W	171.43'
C4	53.42'	5,060.00'	00°36'17"	N02°34'09"W	53.42'
C5	24.26'	5,060.00'	00°16'29"	N02°07'46"W	24.26'
C6	93.76'	5,060.00'	01°03'42"	N01°27'46"W	93.76'
C7	296.90'	13,845.00'	01°13'43"	N00°41'16"W	296.89'
C8	113.27'	13,845.00'	00°28'08"	N00°18'29"W	113.27'

LINE	BEARING	DISTANCE
L1	N01°18'08"W	53.51'
L2	N01°18'08"W	41.89'
L3	S89°16'00"W	101.70'
L4	N00°30'09"W	24.66'
L5	N89°29'51"E	101.01'
L6	S88°49'00"W	16.43'
L7	N44°11'22"W	48.03'



NOTES:
 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE ZONE (4202) - NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 EDITION. ALL DISTANCES, BEARINGS, SHOW HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT L.000150630 INTERVALS ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 2. THE FOLLOWING PUBLISHED PLANS ARE ON RECORD WITH THE FIELD HORIZONTAL FILE # E0610285, E0610299, E0610305, E0610315, AND E0610359.
 3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
 4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PREVIOUS RIGHT-OF-WAY BASELINE DUE TO DESIGN CHANGES.
 7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE 11 RIGHT-OF-WAY HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER LICENSED BY TxDOT.

SCALE 1" = 50'
 SCALE 1" = 100'

NO. DATE REVISIONS

TEXAS Department of Transportation
 MCGRAW & MCGRAW
 3501 INWOOD DRIVE #6
 FORT WORTH, TEXAS 76106
 (817) 481-8881
 www.mcgrawm.com

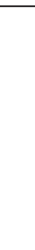
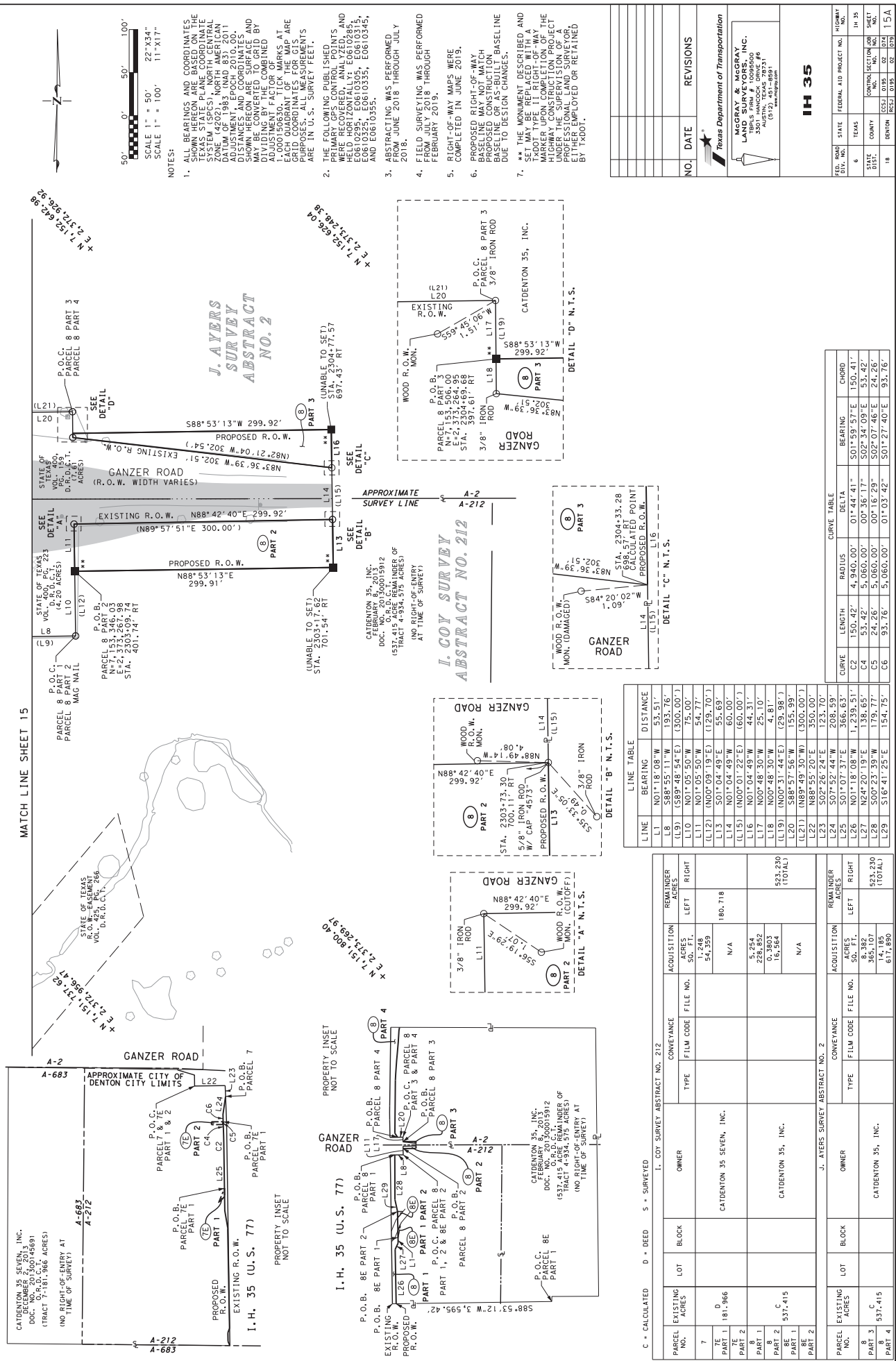
IH 35
 FEDERAL AID PROJECT NO. HIGHWAY NO.
 COUNTY STATE COUNTY COUNTY SHEET NO.
 TARRANT COUNTY TEXAS TARRANT COUNTY TARRANT COUNTY IH 35
 CONTROL SECTION NO. SHEET NO.
 02 024 02 074 02 15

20' PERMANENT WATER LINE EASEMENT (DOC# 1997-071534)

20' PERMANENT WATER LINE EASEMENT (DOC# 1997-072075)

MATCH LINE SHEET 15A

MATCH LINE SHEET 15



STATE OF TEXAS
VOL. 42, PAGE 266
D. R. O. L. 266

STATE OF TEXAS
VOL. 42, PAGE 266
D. R. O. L. 266

STATE OF TEXAS
VOL. 42, PAGE 266
D. R. O. L. 266

J. AYERS SURVEY ABSTRACT NO. 2

I. COY SURVEY ABSTRACT NO. 212

CATDENTON 35, INC.
DOC. NO. 20180001912
FEBRUARY 8, 2018
(537.415 ACRES REMAINDER OF TRACT 4-934.975 ACRES AT TIME OF SURVEY)

CATDENTON 35, INC.
DOC. NO. 20180001912
FEBRUARY 8, 2018
(537.415 ACRES REMAINDER OF TRACT 4-934.975 ACRES AT TIME OF SURVEY)

CATDENTON 35, INC.
DOC. NO. 20180001912
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CATDENTON 35, INC.
DOC. NO. 20180001912
FEBRUARY 8, 2018
(537.415 ACRES REMAINDER OF TRACT 4-934.975 ACRES AT TIME OF SURVEY)

LINE	BEARING	DISTANCE
L1	N01°18'08"W	53.51'
L8	S88°55'11"W	193.76'
L9	S89°48'54"E	(300.00')
L10	N00°02'30"W	25.00'
L11	N00°09'19"E	(129.70')
L12	N00°04'48"E	55.69'
L13	S01°04'48"E	60.00'
L14	N01°04'49"W	44.31'
L16	N01°04'49"W	25.10'
L18	N00°48'30"W	4.81'
L20	S88°57'56"W	155.99'
L21	N89°49'30"W	(300.00')
L22	N88°55'20"E	350.00'
L23	S02°26'24"E	123.70'
L24	S07°32'44"W	208.39'
L25	N01°18'08"W	359.51'
L27	N24°20'19"E	132.65'
L28	S02°23'39"W	179.77'
L29	S16°41'25"E	154.75'

CURVE	LENGTH	RADIUS	DELTA	CHORD
C2	150.42'	4,940.00'	01°44'41"	501°59'57"E 150.41'
C4	53.42'	5,060.00'	00°36'17"	S02°34'09"E 53.42'
C5	24.26'	5,060.00'	00°16'29"	S02°07'46"E 24.26'
C6	93.76'	5,060.00'	01°03'42"	S01°27'40"E 93.76'

PARCEL NO.	EXISTING ACRES	ACQUISITION ACRES	REMAINDER ACRES
7	D		
8	181,966	5,254	187,220
8	228,852	16,364	245,216
8	0,3803	N/A	0,3803
8	16,364	N/A	16,364
8	537,415	N/A	537,415
8			523,230
8			14,185
8			617,680

PARCEL NO.	EXISTING ACRES	ACQUISITION ACRES	REMAINDER ACRES
7	D		
8	181,966	5,254	187,220
8	228,852	16,364	245,216
8	0,3803	N/A	0,3803
8	16,364	N/A	16,364
8	537,415	N/A	537,415
8			523,230
8			14,185
8			617,680

CONVEYANCE	OWNER	TYPE	FILM CODE	FILE NO.	REMAINDER ACRES
I. COY SURVEY ABSTRACT NO. 212	CATDENTON 35 SEVEN, INC.				
J. AYERS SURVEY ABSTRACT NO. 2	CATDENTON 35, INC.				

CONVEYANCE	OWNER	TYPE	FILM CODE	FILE NO.	REMAINDER ACRES
I. COY SURVEY ABSTRACT NO. 212	CATDENTON 35 SEVEN, INC.				
J. AYERS SURVEY ABSTRACT NO. 2	CATDENTON 35, INC.				

CONVEYANCE	OWNER	TYPE	FILM CODE	FILE NO.	REMAINDER ACRES
I. COY SURVEY ABSTRACT NO. 212	CATDENTON 35 SEVEN, INC.				
J. AYERS SURVEY ABSTRACT NO. 2	CATDENTON 35, INC.				

CONVEYANCE	OWNER	TYPE	FILM CODE	FILE NO.	REMAINDER ACRES
I. COY SURVEY ABSTRACT NO. 212	CATDENTON 35 SEVEN, INC.				
J. AYERS SURVEY ABSTRACT NO. 2	CATDENTON 35, INC.				

CONVEYANCE	OWNER	TYPE	FILM CODE	FILE NO.	REMAINDER ACRES
I. COY SURVEY ABSTRACT NO. 212	CATDENTON 35 SEVEN, INC.				
J. AYERS SURVEY ABSTRACT NO. 2	CATDENTON 35, INC.				

FED. ROAD DIST. NO. STATE FEDERAL AID PROJECT NO. HIGHWAY NO. COUNTY COUNTY SHEET NO. SHEET TOTAL

18 TEXAS 35 02 074 15A

McGRAY & McGRAY
LAW FIRM, INC.
3501 HANCOCK DRIVE #6
DALLAS, TEXAS 75226
(214) 481-8881

I.H. 35

TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACT NO. 02 074 15A

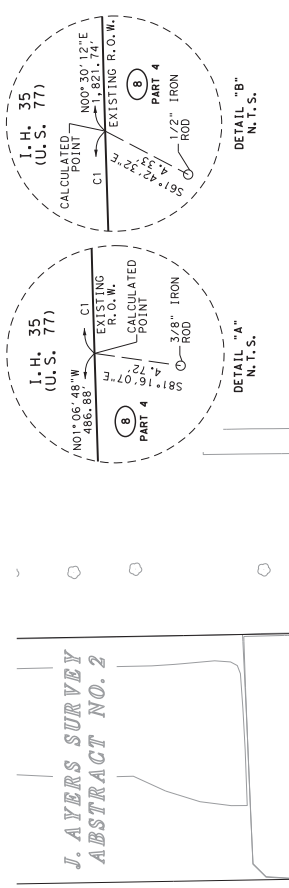
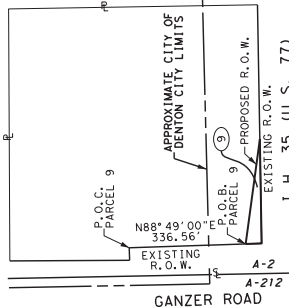
SECTION NO. 02

CONTRACT NO. 02 074 15A

SECTION NO. 02

CONTRACT NO. 02 074 15A

ENGINEER'S BASELINE DATA
 PI NORTHING = 2,372,877.03
 PI EASTING = 431,877.31 (RT)
 PI STATION = 24+23.73
 DEGREE OF CURVE = 24° 23'
 TANGENT = 496.11'
 RADIUS = 1,100.00'
 CHORD BEARING = N 24° 33' E
 CHORD DISTANCE = 231,581.20
 POINT STATION = 2323+75.02



AMERICAN RELIANCE
 DOC. NO. 200,000,217,16
 (185,785 ACRES)
 SAVE & EXCEPT 10.00 ACRES
 (NO RIGHT-OF-ENTRY AT
 TIME OF SURVEY)

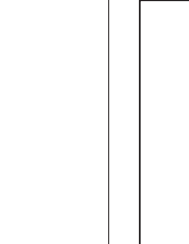
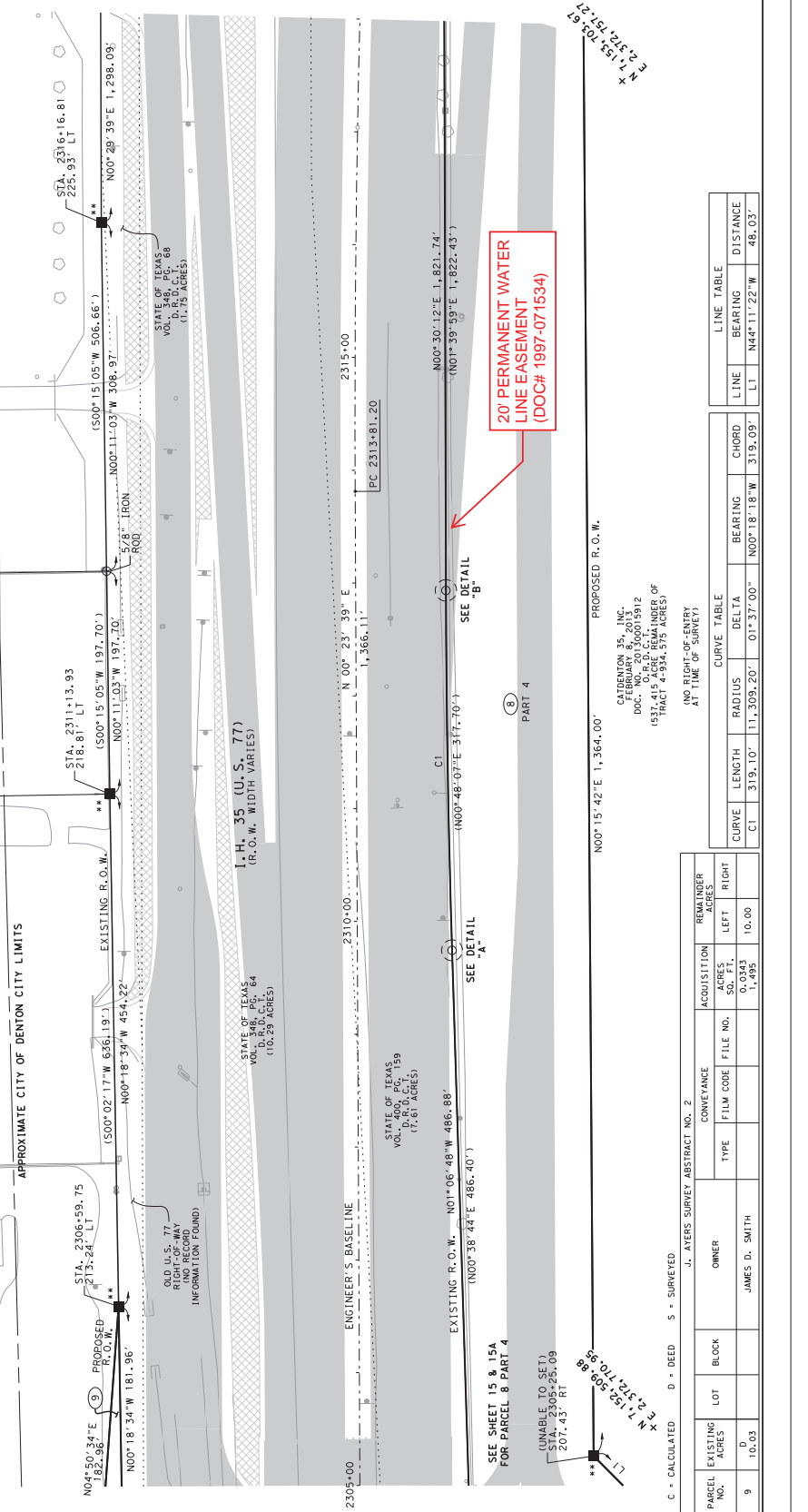
APRIL SMITH 1984
 DOC. NO. 194,000,428,66
 (110,000 ACRES)

JAMES D. SMITH
 VOL. 4509, PG. 60, 61
 (10.00 ACRES)

AMERICAN RELIANCE
 DOC. NO. 200,000,217,16
 (185,785 ACRES)
 SAVE & EXCEPT 10.00 ACRES
 (NO RIGHT-OF-ENTRY AT
 TIME OF SURVEY)

APRIL SMITH 1984
 DOC. NO. 194,000,428,66
 (110,000 ACRES)

JAMES D. SMITH
 VOL. 4509, PG. 60, 61
 (10.00 ACRES)



NOTES:

- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SCS) NORTH CENTRAL DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH CORNER AND ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
- THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE USED IN THIS SURVEY: E0810295, E0610305, E0610315, E0810325, E0610335, E0610345, AND E0810355.
- ABSTRACTING WAS PERFORMED ON JUNE 2016 THROUGH JULY 2018.
- FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
- RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
- PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.
- THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TYPED TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE SURVEY UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR EMPLOYED ON OR RETAINED BY TXDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation
 MCGRAW & MCGRAW
 LAND SURVEYING, INC.
 3501 MANOCK DRIVE #6
 FORT WORTH, TEXAS 76107
 (817) 481-8881
 www.mcgrawm.com

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TX		IH 35
STATE	COUNTY	SECTION	SHEET
16	TARRANT	035	02
	SECTION	0185	02
	DATE	07/16	16

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	LINE	BEARING	DISTANCE
C1	319.10'	11,309.20'	01°37'00"	N00°18'18"W	319.09'	LT	N44°11'22"W	468.03'

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	TYPE	FILM CODE	FILE NO.	ACQUISITION ACRES	REMAINER ACRES
9	10.03			JAMES D. SMITH				0.0343	10.00
								1.493	

J. AYERS SURVEY ABSTRACT NO. 2
 C = CALCULATED D = DEED S = SURVEYED
 CATENTON 35, INC.
 FEBRUARY 8, 2013
 DOC. NO. 16,100,001,5912
 (537,415 ACRES REMAINDER OF TRACT 4,334.575 ACRES)

PROPOSED R.O.W.
 N00°15'42"E 1,364.00'

STATE OF TEXAS
 VOL. 400, PG. 159
 (17.61 ACRES)

STATE OF TEXAS
 VOL. 487, PG. 164
 (10.29 ACRES)

STATE OF TEXAS
 VOL. 487, PG. 164
 (10.29 ACRES)

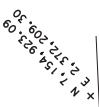
STATE OF TEXAS
 VOL. 487, PG. 164
 (10.29 ACRES)

ENGINEER'S BASELINE CURVE DATA
 PI STATION = 2518+77.31
 PI EASTING = 2328+52.56
 PI NORTHING = 2323+31.73
 DEGREE OF CURVE = 6° 24' 23" (RT)
 TANGENT = 496.11 ± 0.00'
 CHORD BEARING = N 24° 24' 33" E
 CHORD LENGTH = 991.82 ± 0.00'
 CHORD BEARING = N 24° 24' 33" E
 CHORD LENGTH = 991.82 ± 0.00'
 CHORD BEARING = N 24° 24' 33" E
 CHORD LENGTH = 991.82 ± 0.00'

ENGINEER'S BASELINE CURVE DATA
 PI STATION = 2323+71.62
 PI EASTING = 2323+71.62
 PI NORTHING = 2323+71.62
 DEGREE OF CURVE = 6° 24' 23" (RT)
 TANGENT = 496.11 ± 0.00'
 CHORD BEARING = N 24° 24' 33" E
 CHORD LENGTH = 991.82 ± 0.00'
 CHORD BEARING = N 24° 24' 33" E
 CHORD LENGTH = 991.82 ± 0.00'

**J. AYERS SURVEY
 ABSTRACT NO. 2**

AMERICAN RELT. INC.
 DOC. NO. 200160021476
 (10.18 ACRES)
 SAVE & EXCEPT 10.00 ACRES

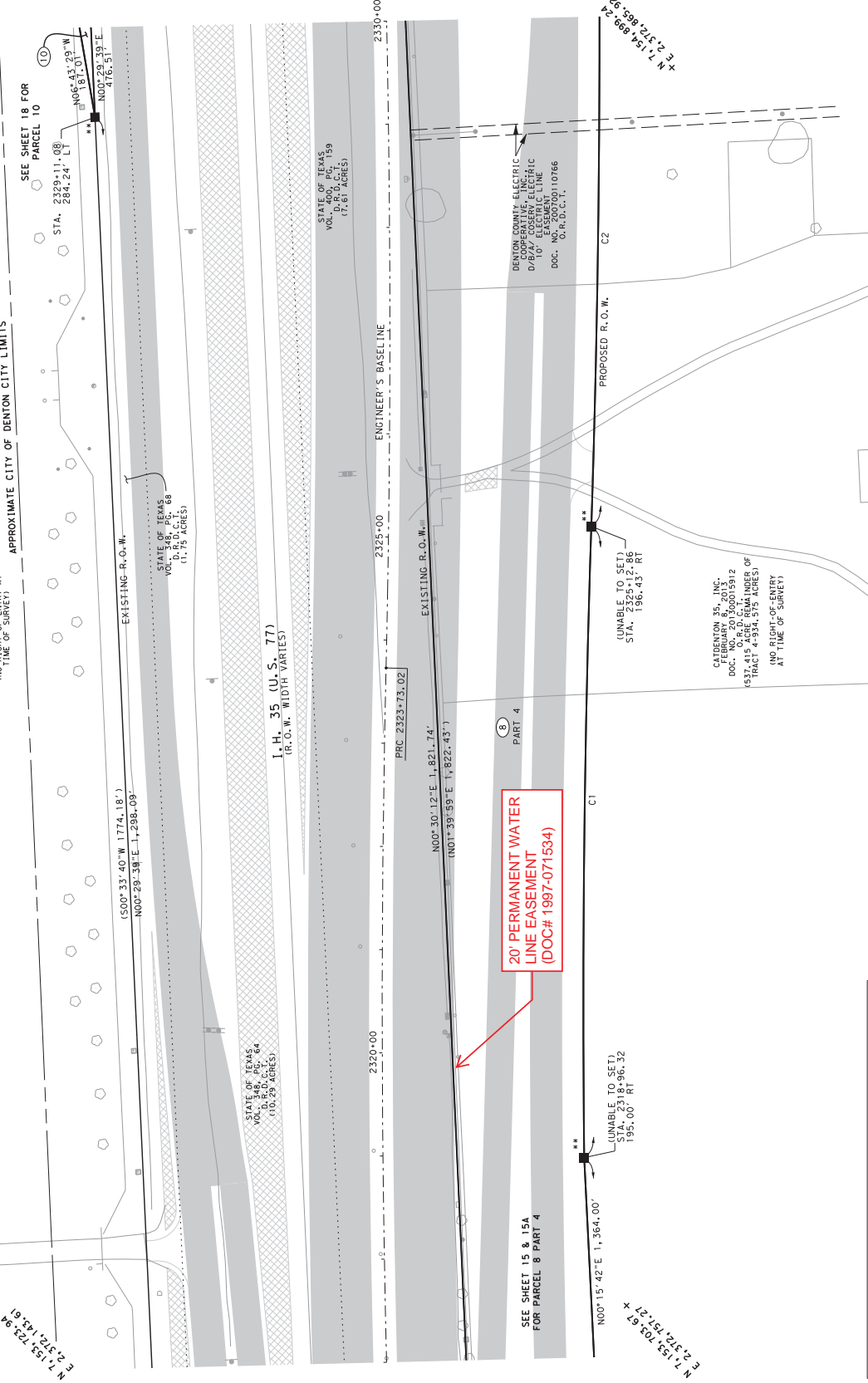


SCALE 1" = 50'
 SCALE 1" = 100'

22°X34'
 11°X17'

NOTES:

- ALL BEARINGS AND COORDINATES ARE IN U.S. SURVEY FEET. THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS) NORTH CENTRAL DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00, IS USED FOR ALL COORDINATES SHOWN HEREON. ALL SURFACE AND SUBSURFACE POINTS MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED DISTORTION FACTOR OF 1.000156630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE PROVIDED FOR CONVEYANCE PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
- THE FOLLOWING CONTROL POINTS WERE USED IN THE SURVEY AND WERE MONITORED, ADJUSTED AND RECALCULATED ON 02/08/2018. E0610299, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
- ABSTRACTING WAS PERFORMED ON 06/10/2018 THROUGH JUNE 2018.
- FIELD SURVEYING WAS PERFORMED ON 02/08/2019 THROUGH FEBRUARY 2019.
- RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
- PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH BASELINE ON AN EXISTING BASELINE DUE TO DESIGN CHANGES.
- ** THE MONUMENT DESCRIBED AND MARKER TYPE IS RIGHT-OF-WAY MARKER UPON COMPLETION OF THE CONSTRUCTION OF THE PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EMPLOYED OR RETAINED BY THE SURVEYOR.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	611.90'	13,905.00'	02°31'17"	N03°44'53"E 611.85'
C2	544.94'	14,295.00'	02°11'03"	N03°55'00"E 544.90'

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35

STATE	COUNTY	SECTION	RANGE	SHEET
TX	DAWSON	03	02	074
TX	DAWSON	03	02	074
TX	DAWSON	03	02	074

IH 35

McGRAY & McGRAY
 LAND SURVEYING, INC.
 3501 HAWDOCK DRIVE #6
 DALLAS, TEXAS 75246
 (214) 481-8891
 www.mcgray.com

NO. DATE REVISIONS

NO. DATE REVISIONS

NO. DATE REVISIONS

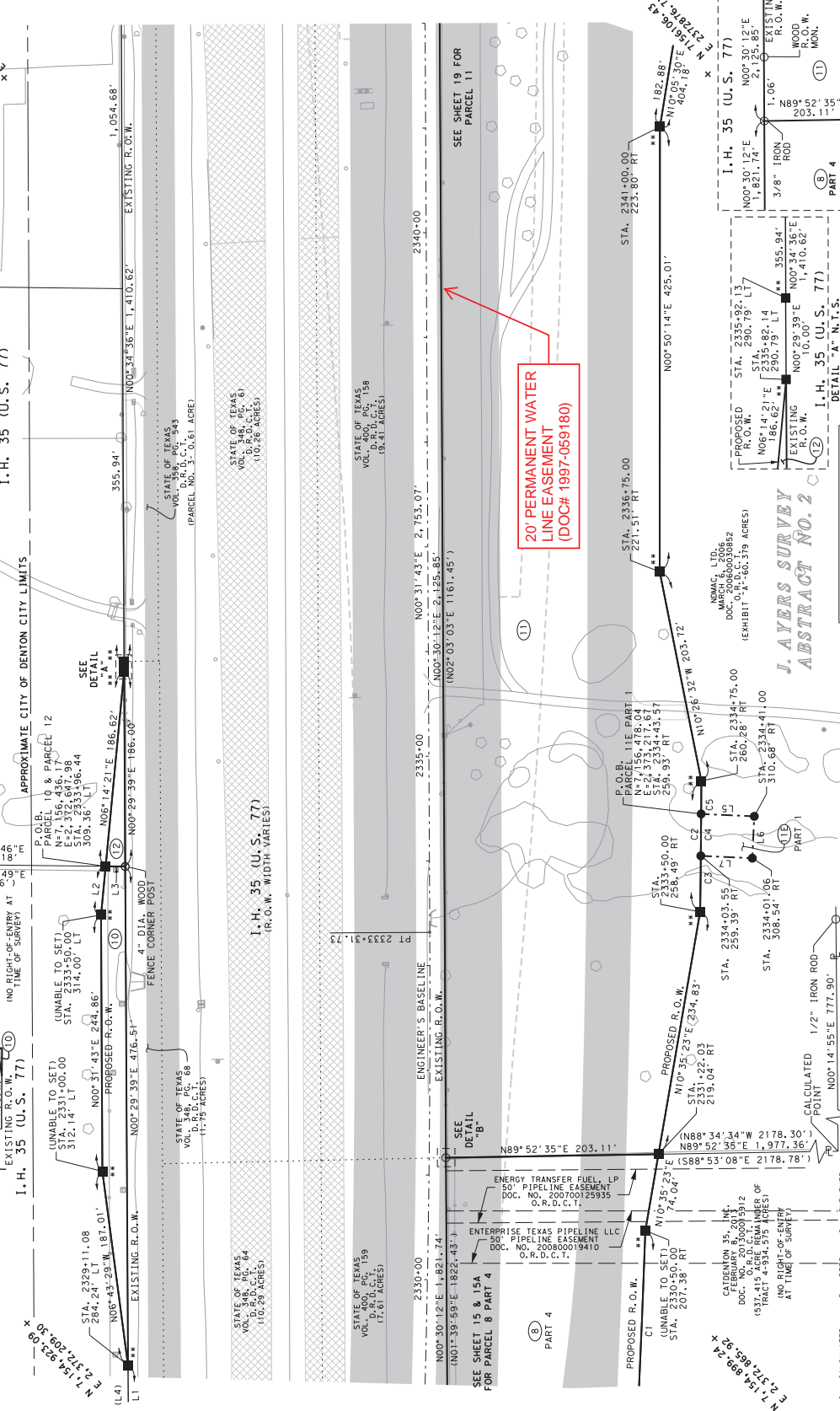
NO. DATE REVISIONS

ENGINEER'S BASELINE CURVE DATA
 P.O.C. TO POINT OF BEGINNING
 PI STATION = 2328+52.56 (LT)
 DEGREE OF CURVE = 00° 24' 23"
 TANGENT = 479.54'
 RADIUS = 951.00'
 CHORD BEARING = N 02° 28' 35" E
 CHORD = 956.52'
 PT STATION = 2333+51.73

PROPERTY INSET
 NOT TO SCALE
 PARCEL 10
 APPROXIMATE CITY OF DENTON CITY LIMITS
 P.O.C. TO APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS

PROPERTY INSET
 NOT TO SCALE
 PARCEL 12 & PARCEL 13
 3" FENCE CORNER POST
 APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS

PROPERTY INSET
 NOT TO SCALE
 PARCEL 12
 APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS
 APPROXIMATE CITY OF DENTON CITY LIMITS



J. AYERS SURVEY ABSTRACT NO. 2

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONFORMANCE	ACQUISITION	REMAINER
					TYPE	FILE NO.	ACRES
10	175.785			AMERICAN REIT INC.		0.2041	175.581
12	104.73			BONNY OESCH WILNSCHMIDT AND CO-TRUSTEES OF THE WILNSCHMIDT REVOCABLE TRUST		0.0399	104.69

LINE TABLE

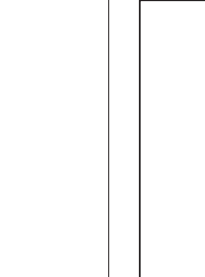
LINE	BEARING	DISTANCE	CURVE	LENGTH	RADIUS	DELTA	CHORD
L1	N00°29'39"E	1,298.09'					
L2	N06°14'21"E	46.68'					
L3	S88°31'46"W	18.68'					
(L4)	(S00°33'40"W)	(1774.18')					
L5	S86°34'39"E	50.81'					
L6	S03°35'50"W	40.00'					
L7	N66°34'39"W	49.21'					

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	544.94'	14,295.00'	02° 11' 03"	544.90'
C2	125.01'	14,340.00'	00° 29' 58"	125.01'
C3	55.56'	14,340.00'	00° 12' 50"	55.56'
C4	40.03'	14,340.00'	00° 09' 36"	40.03'
C5	31.43'	14,340.00'	00° 07' 32"	31.43'

REVISIONS

NO.	DATE	REVISIONS



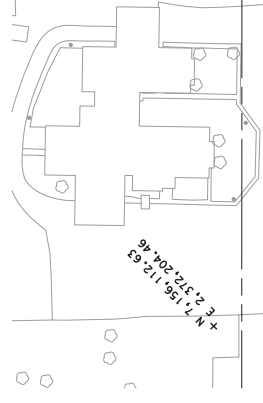
- NOTES:
- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83) NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENTS AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT 1.000150630. GRID COORDINATES FOR THIS ARE IN U.S. SURVEY FEET.
 - THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE USED: HORIZONTAL: E0610285, E0610299, E0610309, E0610315, E0610355, E0610359, E0610365, AND E0610355.
 - ASBESTOS LINES WERE PERFORMED FROM JUNE 2016 THROUGH JULY 2018.
 - FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 - RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PREVIOUS CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.
 - THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TYPICAL TYPE II RIGHT-OF-WAY UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR BY TROTT.

TEXAS DEPARTMENT OF TRANSPORTATION
 LAMAR & MCGRAW INC.
 3501 WINDOCK DRIVE #6
 HOUSTON, TEXAS 77058
 (832) 481-8881
 www.lamarandmcgraw.com

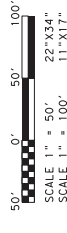
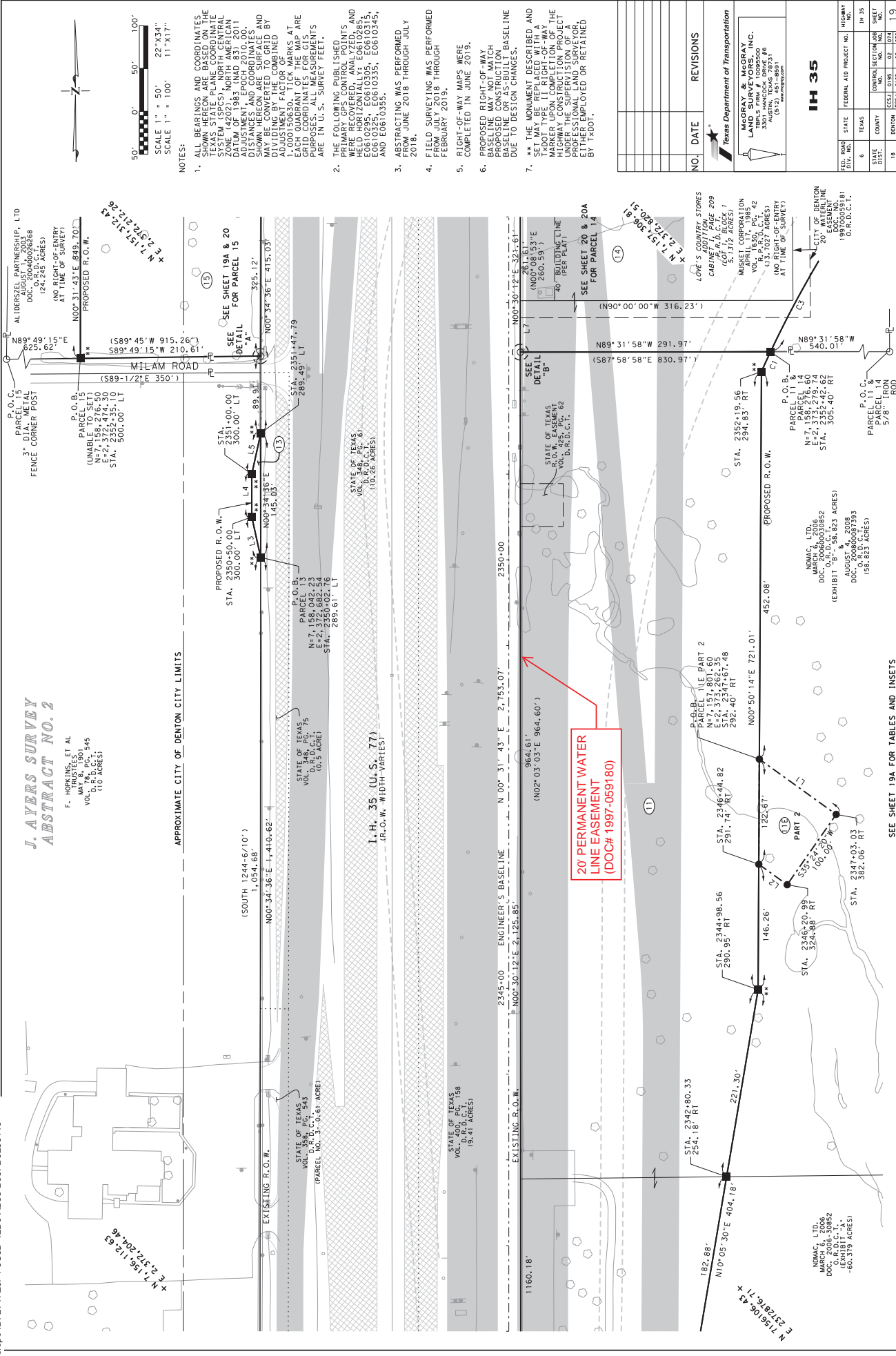
IH 35

**J. AYERS SURVEY
ABSTRACT NO. 2**

F. HOPKINS ET AL
VOL. 84, PG. 130
D.R.D.C.T.
(10 ACRES)



APPROXIMATE CITY OF DENTON CITY LIMITS



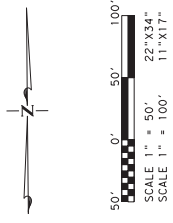
- NOTES:
- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPLS) WITH THE DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT. ALL POINTS AND SHOW HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT 1,000.00 FEET INTERVALS ON GRID COORDINATES FOR CTS ARE IN U.S. SURVEY FEET.
 - THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE USED TO ESTABLISH THE FIELD HORIZONTAL: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
 - ADJUSTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
 - FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 - RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.
 - ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MONUMENT. THE CONSTRUCTION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR IS NOT TO BE INTERFERED WITH BY TxDOT.

NO.	DATE	REVISIONS

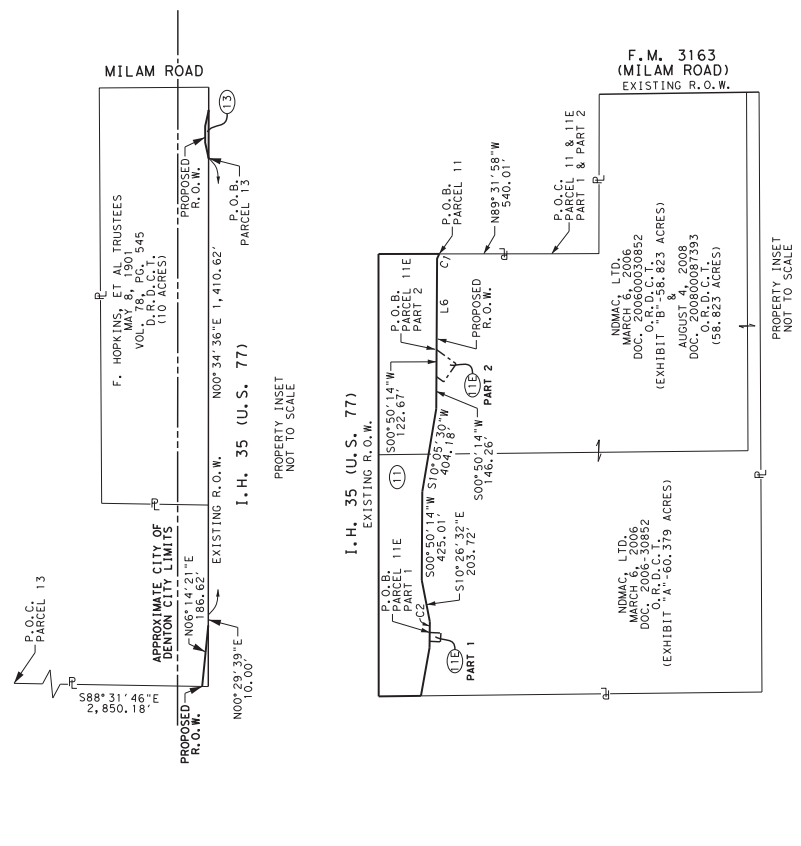
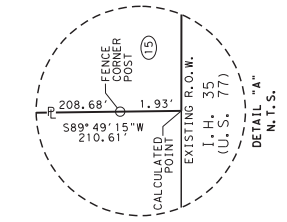
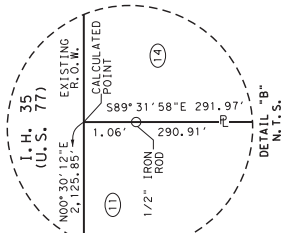
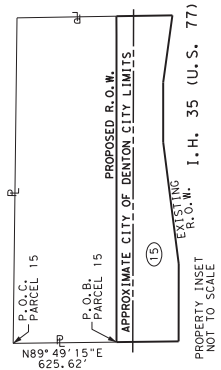
Texas Department of Transportation
 MCGRAW & MCGRAW
 350 HANCOCK DRIVE #6
 (817) 481-8891

IH 35

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35
16	BAYLOR	CCS1, 0135, 02, 074	SHEET 019



NOTES:
 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE ZONE 1420 (S) NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. SHOWN HEREON ARE SURFACE AND MATH POINTS. ALL POINTS MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT 100' INTERVALS. THE GRID COORDINATES FOR THIS ARE FOR SURVEY PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
 2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE USED IN THE FIELD: HELD POINT (ZONAL Y: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355).
 3. ABSTRACTING WAS PERFORMED ON JUNE 16, 2018 THROUGH JULY 2018.
 4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.
 7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR EMPLOYED OR RETAINED BY TxDOT.



LINE	BEARING	RADIUS	DELTA	CHORD
L1	S53°45'43\"/>			
L2	N52°45'43\"/>			
L3	N11°52'45\"/>			
L4	N00°43'45\"/>			
L5	S00°50'14\"/>			
L6	S00°50'14\"/>			
L7	N00°30'12\"/>			

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	25.37'	12,242.00'	01°10'13\"/>		
C2	31.45'	14,340.00'	00°07'32\"/>		
C3	793.34'	1,242.00'	36°36'27\"/>		

PARCEL NO.	EXISTING ACRES	OWNER	BLOCK	LOT	CONVEYANCE TYPE	FILM CODE	FILE NO.	ACQUISITION		REMARKS
								ACRES	FILE NO.	
11		NOMAC, LTD.						521,922	107,227	
11E PART 1	119.202									
11E PART 2										
13	10	F. HOPKINS, ET AL TRUSTEES						0,0234	1,020	9.98
15	24.245	ALDERSZEL PARTNERSHIP, LTD						5,315	231,230	18,930

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY
 LAND SURVEYORS, INC.
 3501 HANCOCK DRIVE, #6
 FORT WORTH, TEXAS 76106
 (817) 481-8881
 www.mcgray.com

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35

SHEET NO.	SECTION NO.	CONTROL POINT
102	02	074

IH 35

SECTION	DATE	BY
01	02/14/19	074
02	02/14/19	074
03	02/14/19	074
04	02/14/19	074
05	02/14/19	074
06	02/14/19	074
07	02/14/19	074
08	02/14/19	074
09	02/14/19	074
10	02/14/19	074

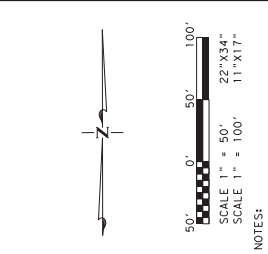
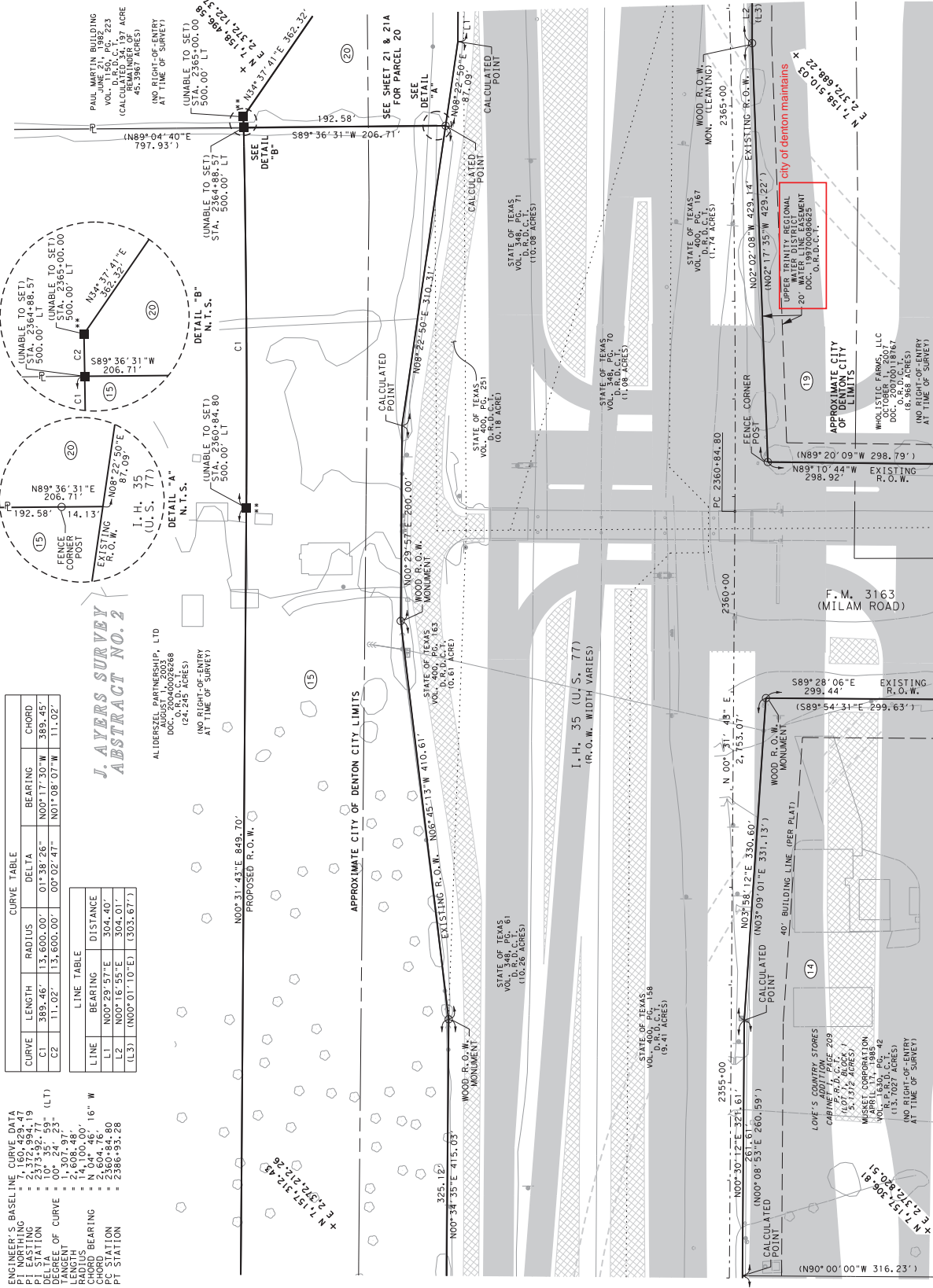
ENGINEER'S BASELINE CURVE DATA
 P.I. STATION = 2170.693
 P.O. STATION = 2373.9277
 DEGREE OF CURVE = 10° 35' 33" (L1)
 TANGENT = 1307.975
 CHORD BEARING = N 04° 06' 16" W
 CHORD LENGTH = 2,604.76
 CHORD BEARING = S 04° 06' 16" E
 P.C. STATION = 2386.9328

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	389.46'	13,600.00'	01° 38' 26"
C2	11.02'	13,600.00'	00° 02' 47"

LINE TABLE			
LINE	BEARING	DISTANCE	CHORD
L1	N00° 29' 57" E	304.40'	
L2	N00° 16' 55" E	304.01'	
(L3)	(N00° 01' 10" E)	(303.67')	

J. AYERS SURVEY NO. 2
ABSTRACT NO. 2

ALIDERSZEL PARTNERSHIP, LTD
 AUGUST 14, 2003
 DOC. D.R.O.C.T. # 2686
 (24.245 ACRES)
 (NO RIGHT-OF-ENTRY
 AT TIME OF SURVEY)



- NOTES:
- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY ADJUSTMENT FACTOR OBTAINED FROM THE NATIONAL SURVEYING CENTER. TICK MARKS AT 1,000, 500, AND 0 FEET. GRID COORDINATES FOR THIS ARE IN U.S. SURVEY FEET.
 - THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE USED FOR THIS SURVEY: E0610285, E0610295, E0610309, E0610315, AND E0610355.
 - ABSTRACTING WAS PERFORMED ON JUNE 20, 2018 THROUGH JULY 2018.
 - FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
 - RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
 - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE DUE TO DESIGN CHANGES.
 - ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TYPICAL TYPE I RIGHT-OF-WAY MONUMENT. CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR BY TDDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation
 MCGRAW & MCGRAW
 3501 HANCOCK DRIVE #6
 HOUSTON, TEXAS 77058
 (817) 481-8581
 www.mcgrawm.com

IH 35

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35

SHEET NO.	SECTION	DATE
20	02	07/18

DATE	BY	REVISION
07/18		

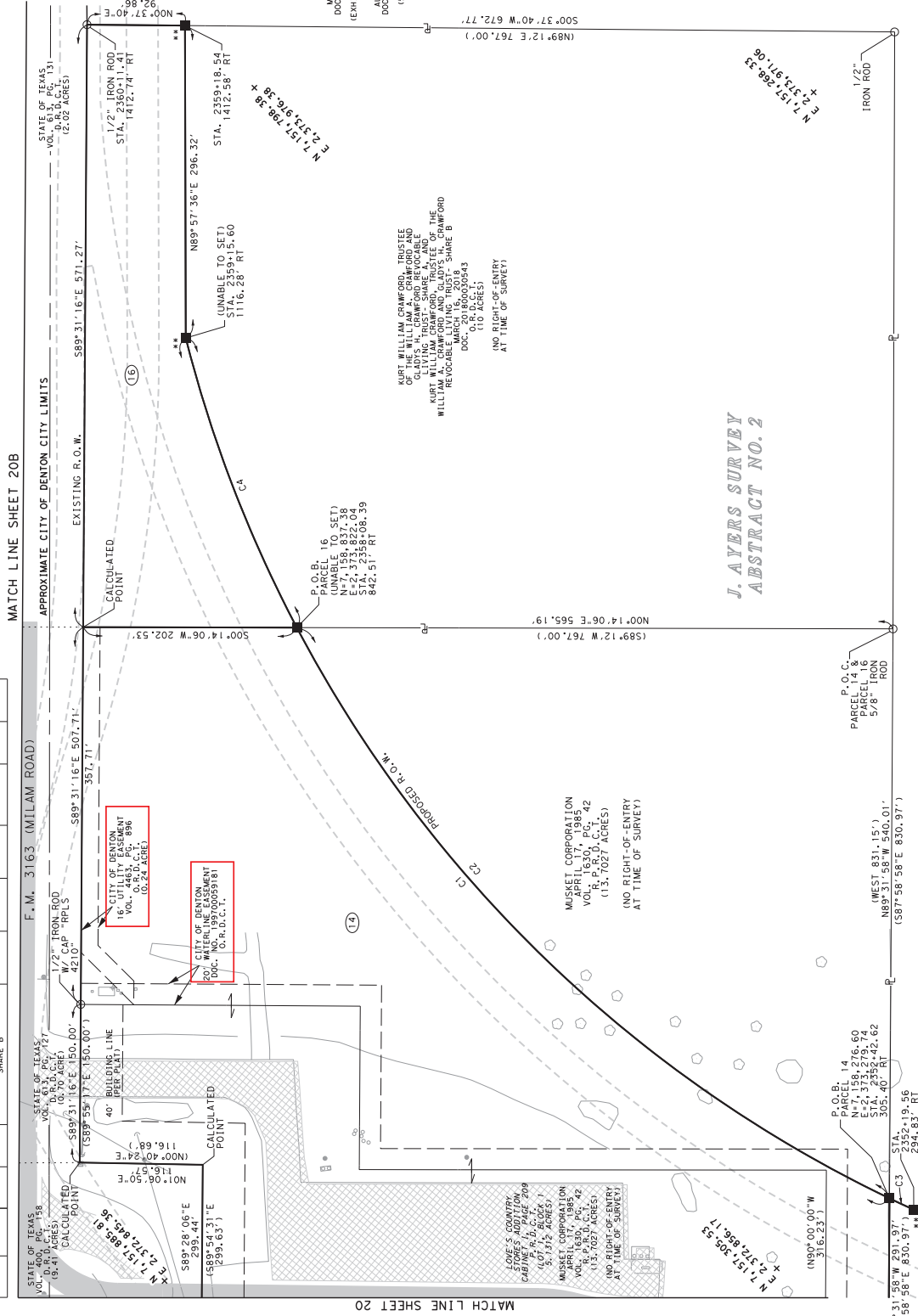
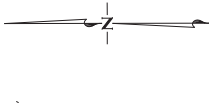
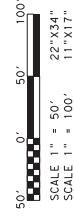
MATCH LINE SHEET 20A

MATCH LINE SHEET 20B

MATCH LINE SHEET 20C

PARCEL NO.	EASTING ACRES	LOT	BLOCK	OWNER	TYPE	CONVEYANCE FILE NO.	ACQUISITION		REMAINDER	
							ACRES	50' FT.	LEFT	RIGHT
14	D 13.1927			MUSKET CORPORATION KURT WILLIAM CRAWFORD, TRUSTEE OF THE WILLIAM A. CRAWFORD AND GLADYS H. CRAWFORD TRUST, SHARE A, AND KURT WILLIAM CRAWFORD, TRUSTEE OF THE WILLIAM A. CRAWFORD AND GLADYS H. CRAWFORD REVOCABLE LIVING TRUST- SHARE B			9.445 411,403	4.288	4.288	
16	D 10						1.541 67,112		8.459	

CURVE	LENGTH	RADIUS	DELTA	BEARING		CHORD
				FROM	TO	
C1	793.54'	1,242.00'	36°36'27"	N44°02'25"E	780.11'	
C2	1,113.62'	1,242.00'	51°22'24"	N50°15'10"E	1,076.69'	
C3	25.37'	12,242.00'	01°10'13"	N25°09'05"E	25.37'	
C4	294.71'	1,242.00'	13°35'44"	N69°08'30"E	294.02'	



NOTES:

- ALL BEARINGS AND COORDINATES TOWNSHIP SERVED ARE ASSUMING THE SYSTEM (SPCS) NORTH CENTRAL ZONE (4202) NORTH AMERICAN ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED 1.0001530 FACTOR. MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES. COORDINATES ARE IN U.S. SURVEY FEET.
- THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND FIELD CHECKED ON 06/03/18. E0610351, E0610352, E0610353, E0610345, AND E0610355.
- ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
- FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2018 THROUGH FEBRUARY 2019.
- RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
- PROPOSED RIGHT-OF-WAY MAPS WERE PREPARED FOR THE PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT. THE SURVEYOR IS A LICENSED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.

NO.	DATE	REVISIONS



MCGRAY & MCGRAY
LAND SURVEYING, INC.
3501 MANOCK DRIVE #6
DENTON, TEXAS 76209
(817) 481-8881
www.mcgraysurvey.com

IH 35

FED. ROAD DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		IH 35
STATE	COUNTY	CONTROL SECTION NO.	SHEET NO.
16	DENTON	CCS 0135	02 OF 07A

**J. AYERS SURVEY
ABSTRACT NO. 2**

MATCH LINE SHEET 20

MATCH LINE SHEET 20B

U00017637

TxDOT Highway Project Number:

0195-02-074

TxDOT Parcel 01

RCSJ 0195-02-079

From: US77/Barthold Dr.

To: Milam Rd

Utility Longitudinal Stations:

Sta 2234+38 LT to Sta 2241+57 LT

Existing Easement

Instrument Number

2019-171 & 2010-84664

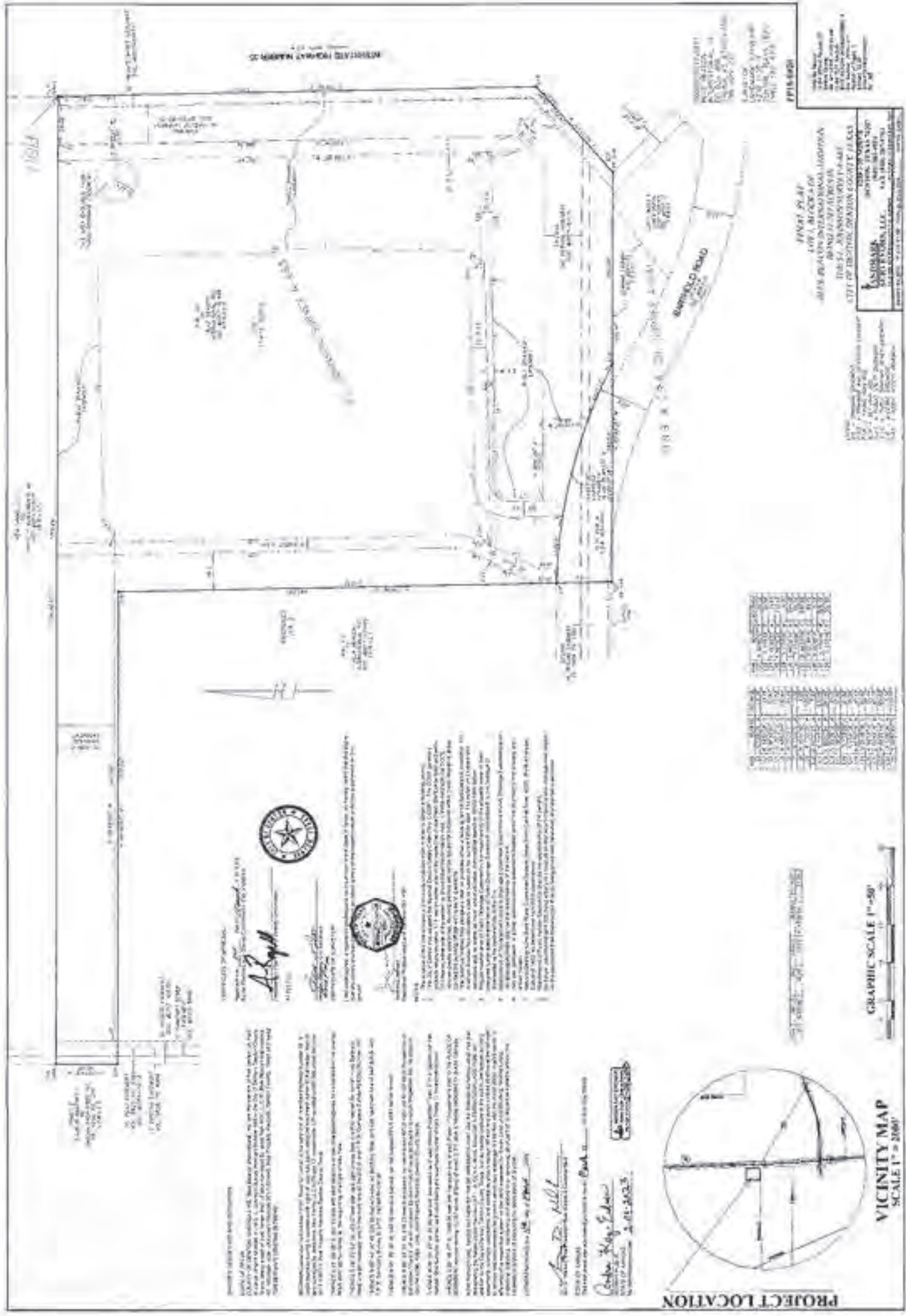
LOT 1, BLOCK A OF

BLUE BEACON INTERNATIONAL ADDITION

BEING 11.787 ACRES IN

THE S.L. JOHNSON SURVEY A-683

CITY OF DENTON, DENTON COUNTY, TEXAS



PROJECT DATA
 PROJECT NO. 2010-001
 DATE: 10/15/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]

PROJECT PLAN
 LOT 1, BLOCK 4 OF
 BLUE PLAIN INDUSTRIAL LINDSEY
 PLANT SITE
 CITY OF DENTON, DENTON COUNTY, TEXAS

PREPARED BY
 [Firm Name]
 [Address]
 [City, State, Zip]

UNIVERSITY OF TEXAS
 [Signature]
 [Title]

UT DENTON COUNTY
 [Signature]
 [Title]

UT DENTON COUNTY
 [Signature]
 [Title]

UT DENTON COUNTY
 [Signature]
 [Title]

Symbol	Description
[Symbol]	Proposed Right-of-Way
[Symbol]	Proposed Easement
[Symbol]	Proposed Improvement
[Symbol]	Proposed Structure
[Symbol]	Proposed Utility
[Symbol]	Proposed Access
[Symbol]	Proposed Driveway
[Symbol]	Proposed Parking
[Symbol]	Proposed Landscaping
[Symbol]	Proposed Fencing
[Symbol]	Proposed Signage
[Symbol]	Proposed Other



UT DENTON COUNTY
 [Signature]
 [Title]

UT DENTON COUNTY
 [Signature]
 [Title]



MICHELLE FRENCH
 DENTON COUNTY TAX ASSESSOR/COLLECTOR
 P O BOX 90223
 DENTON, TX 76202
 (940) 349-3500

Tax Certificate

Property Account Number:
315333DEN

Statement Date: 03/21/2019
 Owner: BLUE BEACON INTERNATIONAL
 Mailing Address: INC
 ATTN: GUY WALKER, 500 GRAVES

Property Location: 135/BARTHOLD RD
 Legal: A0683A S.L. JOHNSON|TR
 8A|21 ACRES|OLD DCAD
 TR 3B(1)|6A

TAX CERTIFICATE FOR ACCOUNT 315333DEN
 AD NUMBER A0683A-000-0008-0004
 GF NUMBER:
 CERTIFICATE NO 35884866

DATE 3/21/2019
 FEE \$10.00
PROPERTY DESCRIPTION
 A0683A S.L. JOHNSON|TR 8A|21
 ACRES|OLD DCAD TR 3B(1)|6A

PAGE 1 OF 1

COLLECTING AGENCY
 DENTON COUNTY
 P O BOX 90223
 DENTON TX 76202

135/BARTHOLD RD
 21 ACRES

REQUESTED BY
 LANDMARK SURVEYORS LLC
 4238 / 35 NORTH
 DENTON TX 76207

PROPERTY OWNER
 BLUE BEACON INTERNATIONAL INC
 ATTN: GUY WALKER, 500 GRAVES BLVD
 SALINA, KS 67402

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (IF APPLICABLE)

TAXES FOR 2019 HAVE NOT BEEN BILLED OR CALCULATED.
 26.11 GOVERNMENT ACQUISITION - PLEASE SEE ATTACHED WORKSHEET

CURRENT VALUES			
LAND MKT VALUE	289,770	IMPROVEMENT	0
AG LAND VALUE	317,130	DEF HOMESTEAD	0
APPRAISED VALUE	606,900	LIMITED VALUE	0
EXEMPTIONS	Ag 1D1		
LAWSUITS			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2018	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2018	CLEAR CREEK WATERSHED	0.00	0.00	0.00	0.00	0.00	0.00
2018	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2018	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
2018 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 3/2019: \$ 0.00

ISSUED TO: LANDMARK SURVEYORS LLC
 ACCOUNT NUMBER: 315333DEN

CERTIFIED BY: *Michelle French*
 AUTHORIZED AGENT OF DENTON COUNTY

1 pages attached

Filed for Record
 in the Official Records of:
 Denton County
 On: 4/11/2019 11:03:53 AM
 in the PLAT Records
 BLUE BEACON INTERNATIONAL A
 Doc Number: 2019-171
 Number of Pages: 1
 Amount: 50.00
 Order#: 20190411000227
 By: MB



MA

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2010-84664
Recorded As : ERX-EASEMENT

Recorded On: August 27, 2010
Recorded At: 02:16:14 pm
Number of Pages: 9

Recording Fee: \$43.00

Parties:

Direct- HAROLDSON L HUNT JR TRUST ESTATE
Indirect-

Receipt Number: 716856
Processed By: Carmen Robinson

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell
County Clerk
Denton County, Texas



WATER LINE EASEMENT

EFFECTIVE DATE: As of August 26, 2010.

GRANTOR: HAROLDSON L. HUNT, JR. TRUST ESTATE
1601 Elm Street, Suite 4900
Dallas, Texas 75201

GRANTEE: HHEC SPINCO, LLC
1601 Elm Street, Suite 4900
Dallas, Texas 75201

GRANTOR PROPERTY: The GRANTOR PROPERTY is the real property located in Denton County, Texas and described on Exhibit A attached to and made a part of this Water Line Easement for all purposes.

GRANTEE PROPERTY: The GRANTEE PROPERTY is the real property located in Denton County, Texas and described on Exhibit B attached to and made a part of this Water Line Easement for all purposes.

EASEMENT PROPERTY: The EASEMENT PROPERTY is the real property located in Denton County, Texas and described on Exhibit C attached to and made a part of this Water Line Easement for all purposes.

PROJECT: The PROJECT(s) means one (1) underground water line, together with all necessary appurtenances (all of which shall be underground).

CONSIDERATION: The right in favor of GRANTOR, and its successor(s) as the owner(s) of the GRANTOR PROPERTY, which is hereby granted by GRANTEE, as the owner of the GRANTEE PROPERTY and on behalf of itself and its successor owner(s) of the GRANTEE PROPERTY, to tie into and use the PROJECT at any time located within the EASEMENT PROPERTY solely for the benefit of the GRANTOR PROPERTY, and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement ("EASEMENT") in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging according to the terms and provisions of this Water Line Easement, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

PURPOSE: The EASEMENT, rights, and privileges herein granted shall be used for the purpose of providing water service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading and expanding (but not beyond one line), removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith. GRANTEE shall have the right to place temporary equipment and supporting structures on the EASEMENT PROPERTY for use in constructing, placing, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, and/or repairing the PROJECT as provided above (collectively, "WORKING" or the "WORK"), but only for such time as is reasonably necessary to complete such WORK. GRANTEE shall have the right to temporarily use such portions of the property owned by GRANTOR along and adjacent to the EASEMENT PROPERTY and within twenty (20) feet of the EASEMENT PROPERTY as may be reasonably necessary in connection with the WORK (if it is expressly agreed that no portion of the PROJECT shall be installed outside the EASEMENT PROPERTY).

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress upon and across the EASEMENT PROPERTY at all times necessary for the above stated PURPOSE.

- TERM:** (a) The EASEMENT and other rights, privileges and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, and covenants running with the land, with respect to the GRANTOR PROPERTY, the GRANTEE PROPERTY, and the EASEMENT PROPERTY, until and unless the EASEMENT is abandoned by GRANTEE for a continuous period of two (2) years.
- (b) Notwithstanding anything to the contrary contained herein or otherwise, GRANTOR and GRANTEE acknowledge and agree that it is their intention that this Water Line Easement provides the EASEMENT and other rights granted herein until such time as GRANTEE develops the GRANTEE PROPERTY and seeks a public easement across the EASEMENT PROPERTY for the same PURPOSE as defined in this Water Line Easement in favor of the City of Denton, Texas. GRANTEE agrees that at such time as GRANTEE seeks such a public easement for the PURPOSE that will affect the GRANTOR PROPERTY, GRANTEE shall pursue such public easement in the same location as the

EASEMENT PROPERTY. Subject to the terms and provisions of this Water Line Easement, GRANTOR agrees to cooperate with GRANTEE in pursuing such public easement, provided such cooperation shall not require GRANTOR to incur any cost or expense or to grant or consent to any interests in the GRANTOR PROPERTY other than easement rights as described in this Water Line Easement affecting the EASEMENT PROPERTY. Upon the imposition of any public easement for the PURPOSE as contemplated in this paragraph that also permits GRANTOR and other users of the GRANTOR PROPERTY to tie into the water facilities located in such public easement, this Water Line Easement and the EASEMENT and other rights and privileges granted to GRANTEE pursuant to this Water Line Easement automatically shall terminate and be of no further force or effect, and GRANTEE agrees to execute a release and/or termination of this Water Line Easement which can be recorded in the Real Property Records of Denton County, Texas further evidencing and effecting such release and termination (although such document shall not be necessary to effect such release and termination).

TREES: GRANTEE shall have the right to cut, trim, and/or remove trees, shrubs, bushes, brush and vegetation within the EASEMENT PROPERTY as is necessary to realize the PURPOSE herein stated; provided, however, that if crops are being grown on the EASEMENT PROPERTY, GRANTEE shall be responsible to, and agrees to, pay the owner of such crops all damages suffered as a result of any activities of GRANTEE pursuant to this paragraph.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY any item(s) that do not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE, specifically including, without limitation, paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping (collectively, the "PERMITTED IMPROVEMENTS").

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the EASEMENT and other rights, privileges and appurtenances contained in this instrument. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land benefiting and burdening the GRANTOR PROPERTY and the GRANTEE PROPERTY, as applicable. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permittees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part. This Water Line Easement may be executed in any number of counterparts, each of which shall be deemed an original and all of which considered together shall be deemed one and the same document. This Water Line Easement contains the entire agreement between GRANTOR and GRANTEE with respect to all matters contemplated hereby, and supersedes and replaces all other agreements, discussions or understandings.

{Remainder of page intentionally left blank.}

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

HAROLDSON L. HUNT, JR. TRUST ESTATE

By: John H. Crecy, Trustee
John W. Crecy,
Trustee

By: Margaret Keliber
Name: Margaret Keliber
Title: Member of Advisory Board

GRANTEE:

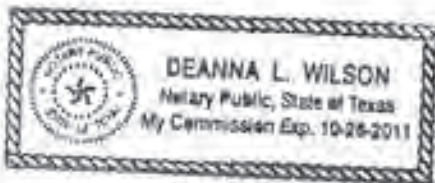
HHEC SPINCO, LLC

By: Ellen Hunt Flowers, Manager
Ellen Hunt Flowers,
Manager and Chairman of the Board

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on August 26, 2010, by John W. Crecy, Trustee of the Haroldson L. Hunt, Jr. Trust Estate, and Margaret Keliber, Member of the Advisory Board of the Haroldson L. Hunt, Jr. Trust Estate, an irrevocable trust created under the laws of the State of Texas, in such capacities on behalf of said trust.



Deanna L. Wilson
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on August 25, 2010, by Ellen Hunt Flowers, Manager and Chairman of the Board of HHEC SpinCo, LLC, a Delaware limited liability company, in such capacity on behalf of said limited liability company.



Deanna L. Wilson
Notary Public, State of Texas

EXHIBIT A

Description of Grantor Property

BEING a tract of land situated in the S. L. Johnson Survey, Abstract No. 683, Denton County, Texas, and being a portion of a called 97.500 acre tract of land conveyed to HHEC SpinCo, LLC as evidenced in a Special Warranty Deed recorded in County Clerk's Document No. 2008-97810 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 97.500 acre tract, same being in Barthold Road (no record found), said corner also being on the called south line of said S. L. Johnson Survey, said corner also being the northeast corner of a called 9.9777 acre tract of land conveyed to Anjum Investments LP as evidenced in a deed recorded in Document No. 2006-44715 R.P.R.D.C.T., said corner also being on the west right of way line of Interstate Highway No. 35E (a variable width right of way);

THENCE North 89°25'02" West, along the south line of said 97.500 acre tract, the north line of said 9.9777 acre tract, the north line of a called 12.980 acre tract of land conveyed to County 20 Storage and Transfer, Inc., as evidenced in a deed recorded in Volume 5278, Page 3247, R.P.R.D.C.T., and the north line of a called 12.324 acre tract of land conveyed to Willard E. Simpson as evidenced in a deed recorded in Volume 1092, Page 68, R.P.R.D.C.T., and with Barthold Road, a distance of 1166.78 feet to the southwest corner of said 97.500 acre tract;

THENCE North 00°21'56" East, along the west line of said 97.500 acre tract, the east line of a called Tract 3 conveyed to Harlan Properties, Inc., as evidenced in a deed recorded in Volume 4296, Page 1246, R.P.R.D.C.T., and generally along a barbed wire fence, passing at a distance of 32.1 feet, a fence corner post marking the southwest corner of said barbed wire fence, and continuing for a total distance of 722.42 feet to a corner;

THENCE South 89°25'02" East, departing the west line of said 97.500 acre tract, the east line of said Tract 3 and along a line that is 722.41 feet north of and parallel with the south line of said 97.500 acre tract, a distance of 1267.23 feet to a corner on the east line of said 97.500 acre tract, same being on the west right of way line of aforementioned Interstate Highway No. 35E;

THENCE in a southerly direction, along the east line of said 97.500 acre tract and the west right of way line of said Interstate Highway No. 35E, the following:

South 00°44'00" East, a distance of 622.70 feet to a north corner of a visibility clip at the intersection of the west right of way line of said Interstate Highway No. 35E and aforementioned Barthold Road;

South 48°51'52" West (called South 44°55'00" West), along said visibility clip, a distance of 150.07 feet (called 153.79 feet) to the POINT OF BEGINNING and containing 21.000 acres (914,758 square feet) of land, more or less.

EXHIBIT B

Description of Grantee Property

(Page 1 of 2)

BEING a tract of land situated in the S. L. Johnson Survey, Abstract No. 683, Denton County, Texas, and being all of a called 97.756 acre tract of land conveyed to Hassie Hunt Exploration Company as evidenced in a Special Warranty Deed recorded in Volume 1789, Page 871 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 97.756 acre tract, same being in Barthold Road (no record found), said corner also being on the called south line of said S. L. Johnson Survey, said corner also being the northeast corner of a called 9.9777 acre tract of land conveyed to Anjum Investments LP as evidenced in a deed recorded in Document No. 2006-44715 R.P.R.D.C.T., said corner also being on the west right of way line of Interstate Highway No. 35E (a variable width right of way);

THENCE North 89°25'02" West (called North 89°26'00" West), along the south line of said 97.756 acre tract, the north line of said 9.9777 acre tract, the north line of a called 12.960 acre tract of land conveyed to County 20 Storage and Transfer, Inc., as evidenced in a deed recorded in Volume 5278, Page 3247, R.P.R.D.C.T., and the north line of a called 12.324 acre tract of land conveyed to Wilford E. Simpson as evidenced in a deed recorded in Volume 1092, Page 68, R.P.R.D.C.T., and with Barthold Road, a distance of 1166.78 feet (called 1172.01 feet) to the southwest corner of said 97.756 acre tract;

THENCE North 00°21'50" East (called North 00°23'03" East), along the west line of said 97.756 acre tract, the east line of a called Tract 3 conveyed to Hartan Properties, Inc., as evidenced in a deed recorded in Volume 4296, Page 1246, R.P.R.D.C.T., and generally along a barbed wire fence, passing at a distance of 32.1 feet, a fence corner post marking the southwest corner of said barbed wire fence, and continuing for a total distance of 3363.31 feet (called 3372.97 feet) to a 6-inch pipe fence corner post found for the northwest corner of said 97.756 acre tract, same being the southwest corner of a called 12.763 acre tract of land conveyed to Hilltop Dreams, LLC as evidenced in a deed recorded in Document No. 2006-9985, R.P.R.D.C.T.;

THENCE South 89°18'32" East (called South 89°19'58" East), along the north line of said 97.756 acre tract and the south line of said 12.763 acre tract and generally along a barbed wire fence, a distance of 1238.35 feet (called 1237.34 feet) to the east common corner of said 97.756 acre tract and said 12.763 acre tract, same being on the west right of way line of aforementioned Interstate Highway No. 35E;

THENCE in a southerly direction, along the east line of said 97.756 acre tract and the west right of way line of said Interstate Highway No. 35E, the following:

South 00°44'00" East, passing at a distance of 46.0 feet, a wooden right of way monument, passing at a distance of 953.0 feet, a wooden right of way monument, continuing for a total distance of 2435.30 feet to a corner;

South 10°54'09" West (called South 10°35'40" West), a distance of 107.69 feet (called 107.23 feet) to a wooden right of way monument found for a corner;

South 00°44'00" East, a distance of 720.67 feet to a north corner of a visibility dip at the intersection of the west right of way line of said Interstate Highway No. 35E and aforementioned Barthold Road;

South 48°51'52" West (called South 44°55'00" West), along said visibility dip, a distance of 150.07 feet (called 153.79 feet) to the POINT OF BEGINNING and containing 97.500 acres (4,247,095 square feet) of land, more or less;

SAVE AND EXCEPT THE FOLLOWING 21 ACRE TRACT:

EXHIBIT B

(Page 2 of 2)

BEING a tract of land situated in the S. L. Johnson Survey, Abstract No. 683, Denton County, Texas, and being a portion of a called 97.500 acre tract of land conveyed to HHEC SpinCo, LLC as evidenced in a Special Warranty Deed recorded in County Clerk's Document No. 2008-97810 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 97.500 acre tract, same being in Barthold Road (no record found), said corner also being on the called south line of said S. L. Johnson Survey, said corner also being the northeast corner of a called 9.9777 acre tract of land conveyed to Anjum Investments LP as evidenced in a deed recorded in Document No. 2006-44715 R.P.R.D.C.T., said corner also being on the west right of way line of Interstate Highway No. 35E (a variable width right of way);

THENCE North 89°25'02" West, along the south line of said 97.500 acre tract, the north line of said 9.9777 acre tract, the north line of a called 12.980 acre tract of land conveyed to County 20 Storage and Transfer, Inc., as evidenced in a deed recorded in Volume 5278, Page 3247, R.P.R.D.C.T., and the north line of a called 12.324 acre tract of land conveyed to Willard E. Simpson as evidenced in a deed recorded in Volume 1092, Page 68, R.P.R.D.C.T., and with Barthold Road, a distance of 1166.78 feet to the southwest corner of said 97.500 acre tract;

THENCE North 00°21'56" East, along the west line of said 97.500 acre tract, the east line of a called Tract 3 conveyed to Harlan Properties, Inc., as evidenced in a deed recorded in Volume 4296, Page 1246, R.P.R.D.C.T., and generally along a barbed wire fence, passing at a distance of 32.1 feet, a fence corner post marking the southwest corner of said barbed wire fence, and continuing for a total distance of 722.42 feet to a corner;

THENCE South 89°25'02" East, departing the west line of said 97.500 acre tract, the east line of said Tract 3 and along a line that is 722.41 feet north of and parallel with the south line of said 97.500 acre tract, a distance of 1267.23 feet to a corner on the east line of said 97.500 acre tract, same being on the west right of way line of aforementioned Interstate Highway No. 35E;

THENCE in a southerly direction, along the east line of said 97.500 acre tract and the west right of way line of said Interstate Highway No. 35E, the following:

South 00°44'00" East, a distance of 622.70 feet to a north corner of a visibility clip at the intersection of the west right of way line of said Interstate Highway No. 35E and aforementioned Barthold Road;

South 48°51'52" West (called South 44°55'00" West), along said visibility clip, a distance of 150.07 feet (called 153.79 feet) to the POINT OF BEGINNING and containing 21,000 acres (914,758 square feet) of land, more or less.

EXHIBIT C

(Page 1 of 2)

**15' WIDE WATER EASEMENT
0.267 ACRE
S. L. JOHNSON SURVEY, ABSTRACT NO. 683
CITY OF DENTON
DENTON COUNTY, TEXAS**

BEING a 15-foot wide tract of land situated in the S. L. Johnson Survey, Abstract No. 683, City of Denton, Denton County, Texas, and being situated in a called 21.000 acre tract of land conveyed to Haroldson L. Hunt, Jr. Trust Estate, as evidenced in a Special Warranty Deed recorded in Document No. 2009-75411 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 21.000 acre tract, same being at the intersection of the west right-of-way line of Interstate Highway No. 35E (a variable width right-of-way) with an asphalt road known as Barthold Road (no record found);

THENCE North 89°25'02" West, along the south line of said 21.000 acre tract and with said Barthold Road, a distance of 22.54 feet to a corner;

THENCE North 48°51'52" East, departing the south line of said 21.000 acre tract and said Barthold Road and along a line that is 15 feet west of and parallel with the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 159.97 feet to a corner;

THENCE North 00°44'00" West, continuing along a line that is 15 feet west of and parallel with the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 618.11 feet to a corner on the north line of said 21.000 acre tract;

THENCE South 89°25'02" East, along the north line of said 21.000 acre tract, a distance of 15.00 feet to a 5/8-inch "KHA" capped iron rod set for the northeast corner of said 21.000 acre tract, same being on the west right-of-way line of said Interstate Highway No. 35E;

THENCE South 00°44'00" East, along the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 622.70 feet to a corner;

THENCE South 48°51'52" West, continuing along the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 150.07 feet to the **POINT OF BEGINNING** and containing 0.267 of an acre (11,616 square feet) of land, more or less.

NOTE:

Measurements based upon the east line of a called 21.000 acre tract of land as described in a deed recorded in Document No. 2009-75411, Real Property Records of Denton County, Texas, said bearing being South 00°44'00" East, (CM) indicates controlling monuments.



1210 Park Central Drive, Suite 1807
Dallas, Texas 75201

**Kimley-Horn
and Associates, Inc.**

Tel. No. (972) 770-1300
Fax No. (972) 259-8528

Date	Drawn by	Checked by	Title	Project No.	Sheet No.
11-20-09	MMB	DAB	09122009	06202017	1 OF 2

**15' WIDE WATER EASEMENT
0.267 ACRE
S. L. JOHNSON SURVEY, ABSTRACT NO. 683
CITY OF DENTON
DENTON COUNTY, TEXAS**

GRAPHIC SCALE



(IN FEET)
1 inch = 160 ft.



**S. L. JOHNSON SURVEY
ABSTRACT NO. 683**

CALLED 21.000 ACRES
TO HAROLDSON L. HUNT, JR. TRUST ESTATE
DOC. NO. 2009-75411
R.P.R.D.C.T.

REMAINDER OF A
CALLED 97.800 ACRES
TO HREC SPINCO LLC
DOC. NO. 2008-97810
R.P.R.D.C.T.

CITY OF DENTON CITY LIMIT LINE

30' WIDE PERMANENT
FOOT-OF-WAY EASEMENT
(ATMOS ENERGY)

WOODEN ROW
MARKER END
(CM)

S 89°25'02" E
15.00'

58' (OG)

INTERSTATE HIGHWAY NO. 35E
(VARIABLE WIDTH ROW)

N 00°44'00" W - 616.11'

S 00°44'00" E - 622.70'

N 48°51'52" E
159.97'

20' DRAINAGE EASEMENT

10' EASEMENT
(FM NATURAL GAS)

S 48°51'52" W
150.07'

PK (M) (TRG)

BARTHOLD ROAD
(NO RECORD FOUND)

CALLED 9.8777 ACRES
TO ANJUN INVESTMENTS LP
DOC. NO. 2008-44715
R.P.R.D.C.T.

N 89°25'02" W
22.54'

P.O.B.

**B.B.B. & C. RR. CO. SURVEY
ABSTRACT NO. 141**

NOTE:
Bearings based upon the east line of a called 21.000 acre tract of land as described
in a deed recorded in Document No. 2009-75411, Real Property Records of Denton
County, Texas, said bearing being South 00°44'00" East. (CM) indicates controlling
monument.



**Kimley-Horn
and Associates, Inc.**

2720 Park Central Drive, Suite 100
Dallas, Texas 75228

Tel. No. (972) 720-1240
Fax No. (972) 720-9029

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 160'	MBM	DAB	06/02/2010	96410287	2 OF 2

EXHIBIT C
 2720 Park Central Drive, Suite 100
 Dallas, Texas 75228
 Tel. No. (972) 720-1240
 Fax No. (972) 720-9029
 www.kimley-horn.com

EXHIBIT C
 2720 Park Central Drive, Suite 100
 Dallas, Texas 75228
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 Fax No. (972) 720-9029
 www.kimley-horn.com

METES & BOUNDS DESCRIPTION
WATER AND WASTEWATER AND ELECTRIC EASEMENT

EXHIBIT A
PARCEL 074-1 WWEE

BEING a 16,359 square foot (0.3755 acre) tract of land situated in the BBB & C RR CO Survey, Abstract No. 141, Denton County, Texas, and being part of Lot 1, Block A, Blue Beacon International Addition, an addition to the City of Denton according to the plat recorded in Instrument No. 2019-171, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of Parcel 1, Part 2 described in Special Warranty Deed to The State of Texas recorded in Instrument No. 2021-148586, said Official Public Records, and being the northeast corner of said Lot 1, from which a 5/8-inch iron rod with cap stamped "KHA" found bears North 89°49'00" West, a distance of 0.23 feet;

THENCE North 89°49'00" West, along the north line of said Parcel 1, Part 2, a distance of 75.87 feet to the **POINT OF BEGINNING**, being the northwest corner of said Parcel 1, Part 2, and being at the beginning of a non-tangent curve to the left having a central angle of 0°17'11", a radius of 14295.00 feet, a chord bearing and distance of South 0°59'07" East, 71.48 feet;

THENCE along the west line of said Parcel 1 and along the west right-of-way line of Interstate Highway No. 35, a variable width right-of-way, the following three (3) calls:

in a southeasterly direction, with said curve to the left, an arc distance of 71.48 feet to a point for corner;
South 6°17'58" West, a distance of 92.82 feet to a point for corner;
South 5°33'54" West, a distance of 343.09 feet to a point for corner, from which a 5/8-inch iron rod with cap stamped "TXDOT" found for the southwest corner of said Parcel 1, Part 2, bears South 1°07'42" East, a distance of 216.98 feet;

THENCE South 49°34'40" West, departing the said west line and the said west right-of-way line, a distance of 69.45 feet to a point for corner;

THENCE South 86°52'15" West, a distance of 25.46 feet to a point for corner;
THENCE North 49°39'30" East, a distance of 62.57 feet to a point for corner;
THENCE North 5°33'57" East, a distance of 351.26 feet to a point for corner;
THENCE North 6°17'58" East, a distance of 91.07 feet to a point for corner;

THENCE North 0°58'54" West, a distance of 70.22 feet to a point for corner in the north line of said Lot 1:

THENCE South 89°49'00" East, along the said north line, a distance of 30.01 feet to the **POINT OF BEGINNING** and containing 16,359 square feet or 0.3755 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

J.D.W. 3/23/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-8511
josh.wargo@kimley-horn.com



**WATER AND WASTEWATER
AND ELECTRIC EASEMENT
BBB & C RR CO SURVEY
ABSTRACT NO. 141
DENTON COUNTY, TEXAS**

Kimley»Horn

881 Cherry Street, Unit 11, # 1300, Fort Worth, Texas 76102
Tel. No. (817) 335-8511
www.kimley-horn.com

Date	Drawn By	Checked By	App.	Project No.	Sheet No.
NA	DMJ	JDW	4236020	061034643	1 OF 3

**EXHIBIT B
PARCEL 074-1 WWEE**



LOT 1, BLOCK A
I-35 WAREHOUSE ADDITION
INST. NO. 2021-351

STATE OF TEXAS
INST. NO. 2021-86042

LOT 1, BLOCK A
BLUE BEACON
INTERNATIONAL ADDITION
INST. NO. 2019-171
CALLED 20.998 ACRES
BLUE BEACON
INTERNATIONAL, INC.
INST. NO. 2017-10144B

**0.3755 ACRES
16,359 SQ. FT.**

PARCEL 1, PART 2
STATE OF TEXAS
INST. NO. 2021-148586

**INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)**

N 7147197.11
E 2372660.75

L4

N89°49'00"W 75.87'

P.O.B.

P.O.C.

N0°58'54"W 70.22'

C1

5/8" IRFC "KHA"
BEARS N60°49'00"W - 0.23'

20' PUBLIC UTILITY
EASEMENT
INST. NO. 2019-171

15' PRIVATE WATER
EASEMENT
INST. NO. 2010-84864

N6°17'58"E 91.07'

S6°17'58"W 92.82'

S5°33'54"W 343.09'

MATCH LINE (SEE SHEET 3)

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

**WATER AND WASTEWATER
AND ELECTRIC EASEMENT
BBB & C RR CO SURVEY
ABSTRACT NO. 141
DENTON COUNTY, TEXAS**

JDW 3/23/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-336-6511
josh.wargo@kimley-horn.com



Kimley»Horn

801 Cherry Street, Unit 11, B 1800
Fort Worth, Texas 76102 TFM # 10194840 Tel. No. (817) 336-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	DMD	JDW	3/23/22	BB124143	2 OF 3

**EXHIBIT B
PARCEL 074-1 WVEE**



**0.3755 ACRES
16,359 SQ. FT.**

LOT 1, BLOCK A
BLUE BEACON
INTERNATIONAL ADDITION
INST. NO. 2019-171
CALLED 20,998 ACRES
BLUE BEACON
INTERNATIONAL, INC.
INST. NO. 2017-101448

MATCH LINE (SEE SHEET 2)

INTERSTATE
HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

PARCEL 1, PART 2
STATE OF TEXAS
INST. NO. 2021-148586

15' PRIVATE WATER
EASEMENT
INST. NO. 2010-84664

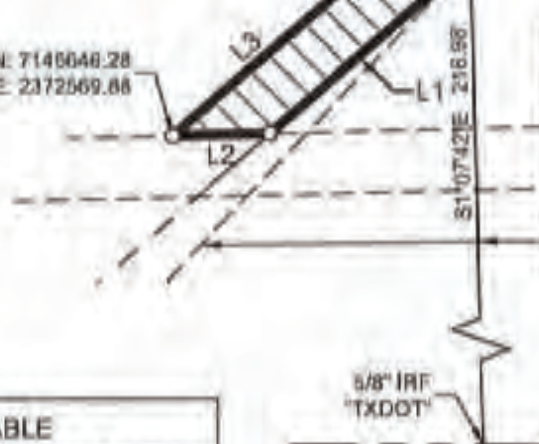
20' PUBLIC UTILITY
EASEMENT
INST. NO. 2019-171

50' PIPELINE EASEMENT
INST. NO. 2005-87175

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND

N: 7148648.28
E: 2372569.88



10' ELECTRIC EASEMENT
INST. NO. 2019-171

DRAINAGE EASEMENT
FOR HIGHWAY PURPOSES
INST. NO. 2021-148587

5/8" IRFC
"TXDOT"

LINE TABLE

NO.	BEARING	LENGTH
L1	S40°34'40"W	69.45'
L2	S88°52'15"W	25.46'
L3	N48°39'30"E	62.57'
L4	S89°49'00"E	30.01'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	0°17'11"	14295.00'	71.48'	S00°59'07"E	71.48'

WATER AND WASTEWATER
AND ELECTRIC EASEMENT
BBB & C RR CO SURVEY
ABSTRACT NO. 141
DENTON COUNTY, TEXAS

Kimley»Horn

501 Chevy Street, Suite 11, # 1300
Ft. Worth, Texas 76102 FIRM # 10194033 Tel. No. (817) 335-4511
www.kimley-horn.com

Date	Drawn by	Checked by	Date	Project No.	Sheet No.
11-28-22	DMJ	JCW	3/25/2023	01824042	3 OF 3

U00017637

TxDOT Highway Project Number:

0195-02-074

TxDOT Parcel 02

RCSJ 0195-02-079

From: US77/Barthold Dr.

To: Milam Rd

Utility Longitudinal Stations:

Sta 2226+58 RT to Sta 2280+10 RT

Existing Easement

Instrument Number

DOC# 1997-069142 & DOC# 1997-072074

BEING 4.2005 ACRES IN THE
IGNACIO DE-LOS-SANTOS COY SURVEY A-212,
S.L. JOHNSON SURVEY A-683,
ALEXANDER WHITE SURVEY A-1406
BEING PART OF A 397.160 ACRE TRACT
CATDENTON 35 SIX, INC.
CITY OF DENTON, DENTON COUNTY, TEXAS

WATER LINE EASEMENT

069142

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF DENTON §

That FUF, Inc., a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the CITY OF DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, A. White Survey, Abstract No. 1406, to wit:

SEE ATTACHED "EXHIBIT A" FOR A METES AND BOUNDS
 DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND
 "EXHIBIT C" FOR A DRAWING OF "EXHIBIT A."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT B" FOR A METES AND BOUNDS
 DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND
 "EXHIBIT C" FOR A DRAWING OF "EXHIBIT B."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: FUF, INC.

By: [Signature]
Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: [Signature]
Roger N. Wilkinson, Right-of-Way Agent

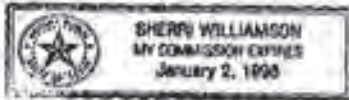
ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §
§

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of FUF, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

[Signature]
Notary Public in and for
The State of Texas



After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

FOR ALAN PLUMMER, PARCEL NO. 179
 UPPER TRINITY REGIONAL WATER
 DISTRICT, SANGER WATER LINE
 DENTON TO SANGER, TEXAS

EXHIBIT "A"
 PERMANENT WATER LINE EASEMENT
 A. WHITE SURVEY, A-1406
 DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the A. White Survey, Abstract No. 1406, said strip being out of a 9.603 acre tract of land conveyed to FUF, Inc. by deed as recorded in Deed Book I.D. No. 94-R0053805 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed variable width Permanent Water Line Easement and being herein more particularly described by meter and bounds as follows:

BEGINNING at the northwest property corner of the said FUF tract, said point also being the southwest property corner of a tract of land conveyed to Rancho Vista as described on Page 481 of the deed recorded in Volume 2695, Page 465 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 59 degrees 59 minutes 07 seconds East, along the northerly property line of the said FUF tract and along the southerly property line of the said Rancho Vista tract, 22.68 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 234.45 feet to a point;

THENCE, South 21 degrees 55 minutes 50 seconds East 247.51 feet to a point;

THENCE, South 36 degrees 03 minutes 37 seconds East 99.45 feet to a point;

THENCE, South 57 degrees 37 minutes 57 seconds East 79.68 feet to a point;

THENCE, South 50 degrees 49 minutes 13 seconds West 39.14 feet to a point on the southwesterly property line of the said FUF tract and on the northeasterly right-of-way line of the said I-35 Highway, said point being at the beginning of a curve to the right whose center bears North 36 degrees 58 minutes 35 seconds East 513.00 feet;

THENCE, in a northwesterly direction along the said property line and the said right-of-way line and along the said curve, through a central angle of 20 degrees 37 minutes 26 seconds and an arc length of 184.66 feet to a point;

THENCE, North 20 degrees 43 minutes 44 seconds West, continuing along the said property line and the said right-of-way line, 264.23 feet to a point;

THENCE, North 01 degree 52 minutes 32 seconds West, along the westerly property line of the said FUF tract and along the said easterly right-of-way line of the I-35 Highway, 227.29 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 0.3683 acres (15,958 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
 Shaun Spooner

Registered Professional Land Surveyor,
 Texas No. 4183

Date of Survey: 8-09-96
 Revised 03-12-97
 Revised 03-13-97



FOR ALAN PLUMMER, PARCEL NO. 170
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
A. WHITE SURVEY, A-1406
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the A. White Survey, Abstract No. 1406, said strip being out of a 9.603 acre tract of land conveyed to FUF, Inc. by deed as recorded in Deed Book I.D. No. 94-R0068805 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the northerly property line of the said FUF tract, said point being located North 59 degrees 59 minutes 07 seconds East 22.68 from it's northwest property corner;

THENCE, North 59 degrees 59 minutes 07 seconds East, along the said northerly property line, 22.68 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 241.61 feet to a point;

THENCE, South 21 degree 55 minutes 50 seconds East 241.56 feet to a point;

THENCE, South 36 Degree 03 minutes 37 seconds East 93.16 feet to a point;

THENCE, South 57 degree 37 minutes 57 seconds East 96.93 feet to a point;

THENCE, South 30 degrees 49 minutes 13 seconds West, 60.37 feet to a point on the southwesterly property line of the said FUF tract, said point being at the beginning of a curve to the right whose center bears North 34 degrees 44 minutes 02 seconds East 613.00 feet;

THENCE, in a northwesterly direction along the said property line and along said curve, through a central angle of 02 degrees 14 minutes 33 seconds and an arc length of 20.08 feet to a point;

THENCE, North 30 degrees 49 minutes 13 seconds East 39.14 feet to a point;

THENCE, North 07 degrees 37 minutes 07 seconds West 79.68 feet to a point;

THENCE, North 36 degrees 03 minutes 37 seconds West 89.45 feet to a point;


THENCE, North 21 degrees 55 minutes 50 seconds West 247.51 feet to a point;

THENCE, North 01 degree 52 minutes 32 seconds West 234.45 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 0.3288 acres (14,323 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: 
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96
Revised 03-12-97
Revised 03-13-97



SURVEY: A. WHITE SURVEY, A-1406
 LOCATION: DENTON COUNTY, TEXAS
 WHOLE PROPERTY AREA: 9.603 AC.
 PERMANENT WATER LINE ESMT.: 0.3663 AC.
 TEMPORARY CONSTRUCTION ESMT.: 0.3288 AC.

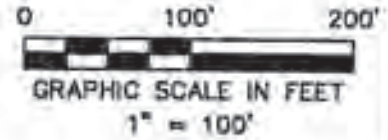
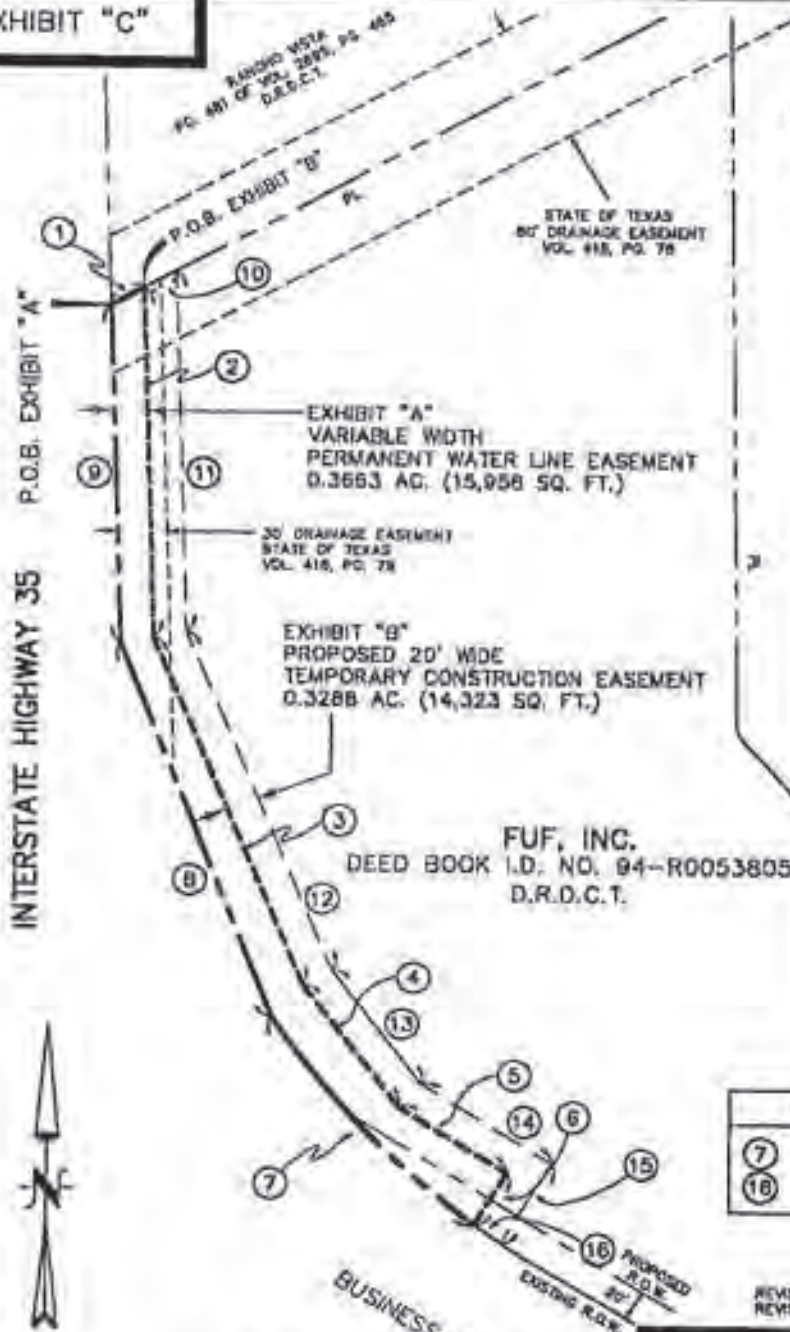
PARCEL 179 FOR ALAN PLUMMER

SANGER WATER LINE
 DENTON TO SANGER, TEXAS

UPPER TRINITY
 REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"



A. WHITE SURVEY
 ABSTRACT NO. 1406

LINE TABLE

BEARING	DISTANCE
①	N59°59'07"E 22.68'
②	S01°52'32"E 234.45'
③	S21°55'50"E 247.51'
④	S38°03'37"E 89.45'
⑤	S57°37'57"E 79.68'
⑥	S30°49'13"W 39.14'
⑦	N20°43'44"W 284.23'
⑧	N01°52'32"W 227.28'
⑨	N59°59'07"E 22.68'
⑩	S01°52'32"E 241.61'
⑪	S21°55'50"E 241.50'
⑫	S38°03'37"E 93.16'
⑬	S57°37'57"E 95.33'
⑭	S30°49'13"W 60.37'
⑮	

CURVE TABLE

DELTA	RADIUS	LENGTH
⑦	20°37'28"	513.00' 184.66'
⑮	02°14'33"	513.00' 20.08'

REVISED 03-13-97
 REVISED 03-12-97

SPOONER & ASSOC.
 REGISTERED PROFESSIONAL
 LAND SURVEYORS



352 HURST BLVD.
 HURST, TX 78053
 (817) 262-6961

JOB NO.: 491-1-96
 DATE: 8-09-96
 COGO FILE: 491-SANG
 ACAD FILE: 491-179
 DRAWN BY: S.G.S.
 COMPUTED BY: S.G.S.
 CHECKED BY: S.G.S.

Return To:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HUBBLS/COUNTY
CLERK

On Oct 01 1997
At 3:32pm

Doc/Num : 97-18869142
Doc/Type : 009
Record/Num : 16.00
Doc/Sheet : 6.00
Receipt # : 31814
Deputy - BRADIE

07207A

WATER LINE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF DENTON §

That RANCHO VISTA DEVELOPMENT COMPANY, a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City of DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, S. L. Johnson Survey, Abstract No. 683, to wit:

SEE ATTACHED "EXHIBIT A" FOR A METES AND BOUNDS
 DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND
 "EXHIBIT C" FOR A DRAWING OF "EXHIBIT A."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT B" FOR A METES AND BOUNDS
 DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND
 "EXHIBIT C" FOR A DRAWING OF "EXHIBIT B."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: RANCHO VISTA DEVELOPMENT COMPANY
By: Donald D. Dillard
Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: Roger N. Wilkinson
Roger N. Wilkinson, Right-of-Way Agent

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of Rancho Vista Development Company, a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

Sherri Williamson
Notary Public in and for
The State of Texas



After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

FOR ALAN PLUMMER, PARCEL NO. 1817
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "A"
PERMANENT WATER LINE EASEMENT
S. L. JOHNSON SURVEY, A-683
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the S. L. Johnson Survey, Abstract No. 683, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the southwest property corner of the said Rancho Vista tract;

THENCE, North 01 degree 30 minutes 11 seconds West, along the westerly property line of the said Rancho Vista tract and along the existing easterly right-of-way line of Interstate Highway No. 35, 3075.72 feet to a point on the survey line between the said S. L. Johnson Survey and the I. Coy Survey, Abstract No. 212;

THENCE, East, along the said survey line, 20.01 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 3037.06 feet to a point;

THENCE, South 46 degrees 52 minutes 32 seconds East 26.28 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 20.00 feet to a point on the southerly property line of the said Rancho Vista tract;

THENCE, South 85 degrees 58 minutes 32 seconds West, along the said southerly property line, 38.83 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 1.4246 acres (62,057 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner



Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96
Revised 8-12-96

FOR ALAN PLUMMER, PARCEL NO. 181A
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO BANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
S. L. JOHNSON SURVEY, A-683
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the S. L. Johnson Survey, Abstract No. 683, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2696, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the survey line between the S.L. Johnson survey and the J. Coy Survey, Abstract No. 212, said point being located East 20.01 feet from the westerly property line of the said Rancho Vista tract;

THENCE, East, along the said survey line, 20.01 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 3028.18 feet to a point;

THENCE, South 46 degrees 52 minutes 32 seconds East 26.20 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 28.58 feet to a point on the southerly property line of the said Rancho Vista tract;

THENCE, South 88 degrees 58 minutes 32 seconds West, along the said southerly property line, 20.00 feet to a point;

THENCE, North 01 degree 52 minutes 32 seconds West 20.00 feet to a point;

THENCE, North 46 degrees 52 minutes 32 seconds West 26.28 feet to a point;

THENCE, North 01 degree 30 minutes 11 seconds West 3037.06 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 1.4166 acres (61,663 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96
Revised on 8-12-96



SURVEY: S. L. JOHNSON, A-683
 LOCATION: DENTON COUNTY, TEXAS
 WHOLE PROPERTY AREA: 572.09 AC.
 PERMANENT WATER LINE ESMT.: 1.4246 AC.
 TEMPORARY CONSTRUCTION ESMT.: 1.4156 AC.

PARCEL 181A FOR ALAN PLUMMER

SANGER WATER LINE
 DENTON TO SANGER, TEXAS

UPPER TRINITY
 REGIONAL WATER DISTRICT

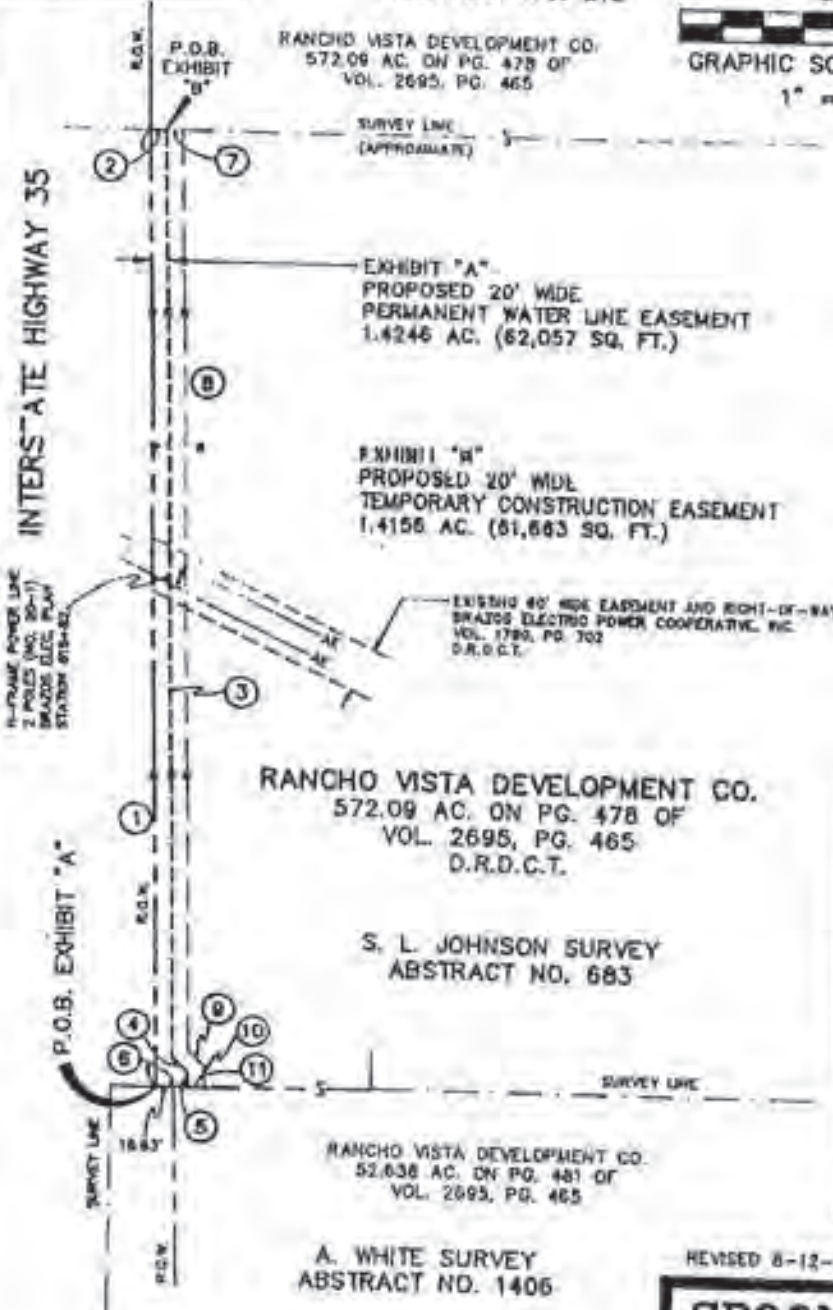
DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"

J. COY SURVEY
 ABSTRACT NO. 212

0 200' 400'

GRAPHIC SCALE IN FEET
 1" = 200'



RANCHO VISTA DEVELOPMENT CO.
 572.09 AC. ON PG. 478 OF
 VOL. 2695, PG. 465
 D.R.D.C.T.

S. L. JOHNSON SURVEY
 ABSTRACT NO. 683

RANCHO VISTA DEVELOPMENT CO.
 52.638 AC. ON PG. 481 OF
 VOL. 2695, PG. 465

A. WHITE SURVEY
 ABSTRACT NO. 1406

LINE TABLE

	BEARING	DISTANCE
①	N01°30'11"W	3075.72'
②	EAST	20.01'
③	S01°30'11"E	3037.06'
④	S46°52'32"E	26.28'
⑤	S01°52'32"E	20.00'
⑥	S88°58'32"W	38.63'
⑦	EAST	20.01'
⑧	S01°30'11"E	3028.18'
⑨	S46°52'32"E	26.20'
⑩	S01°52'32"E	28.58'
⑪	S88°58'32"W	20.00'

REVISED 8-12-96

SPOONER & ASSOC.
 REGISTERED PROFESSIONAL
 LAND SURVEYORS



352 HURST BLVD.
 HURST, TX 76053
 (817) 282-8981

JOB NO.: 491-1-96
 DATE: 8-09-96
 COGO FILE: 491-SANG
 ACAD FILE: 491-181
 DRAWN BY: S.G.S.
 COMPUTED BY: S.G.S.
 CHECKED BY: S.G.S.



Shaun Q. Spooner

Return to:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
INDIGIBLE TIM HUGHES/COUNTY
CLERK

In: Oct 18 1997
At: 2:57pm

Doc/Num : 57-R0072074
Doc/Type : EAS
Recording: 15.00
Doc/Fees : 6.00
Receipt #: 32939
Reputy - SHELLEY

**EXHIBIT A
PARCEL 074-2 WWE**

**LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT**

BEING a 182,976 square foot (4.2005 acre) tract of land situated in the Ignacio De-Los-Santos Coy Survey, Abstract No. 212, the S. Johnson Survey, Abstract No. 683, the Alexander White Survey, Abstract No. 1406, Denton County, Texas, and being part of a called 397.160 acre tract of land described in the General Warranty Deed to Caddenton 35 Six, Inc., recorded in Instrument No. 2013-145689, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the northwest corner of the said called 397.160 acre tract of land, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way);

THENCE North 88°53'12" East, along the north line of the said called 397.160 acre tract of land, a distance of 86.25 feet to the **POINT OF BEGINNING**;

THENCE North 88°53'12" East, continuing along the said north line, a distance of 30.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 1°18'08" East, departing the said north line, a distance of 405.99 feet to a point for corner;

THENCE South 18°00'05" East, a distance of 208.81 feet to a point for corner;

THENCE South 1°18'08" East, a distance of 108.81 feet to a point for corner;

THENCE South 15°23'49" West, a distance of 208.81 feet to a point for corner;

THENCE South 1°18'08" East, a distance of 602.72 feet to a point at the beginning of a tangent curve to the right having a central angle of 0°45'54", a radius of 14325.02 feet, a chord bearing and distance of South 0°55'11" East, 191.24 feet;

THENCE in a southeasterly direction, with said curve to the right, an arc distance of 191.24 feet to a point for corner;

THENCE South 18°23'02" East, a distance of 160.50 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 0°38'28", a radius of 14375.00 feet, a chord bearing and distance of South 0°23'32" West, 160.87 feet

THENCE in a southwesterly direction, with said curve to the right, an arc distance of 160.87 feet to a point for corner;

THENCE South 12°20'56" West, a distance of 259.04 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 1°56'34", a radius of 14325.00 feet, a chord bearing and distance of South 2°41'56" West, 485.70 feet;

THENCE in a southwesterly direction, with said curve to the right, an arc distance of 485.72 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°58'43", a radius of 4589.78 feet, a chord bearing and distance of South 3°10'48" West, 237.54 feet;

CONTINUED ON SHEET 2

**WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Suite 111, W 1360
Fort Worth, Texas 76102 PHONE # 817.335.0500

Tel. No. 817) 335-0511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Printed by	Sheet No.
As Shown	CRG	JDW	10/26/2012	08102903	1 OF 12

EXHIBIT A
PARCEL 074-2 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE in a southwesterly direction, with said curve to the left, an arc distance of 237.57 feet to a point for corner;
THENCE South 1°07'51" East, a distance of 697.10 feet to a point for corner;
THENCE South 36°11'37" East, a distance of 78.90 feet to a point for corner;
THENCE South 1°09'36" East, a distance of 150.97 feet to a point for corner;
THENCE South 44°33'16" East, a distance of 21.70 feet to a point for corner;
THENCE South 1°07'44" East, a distance of 66.92 feet to a point for corner;
THENCE South 42°18'43" West, a distance of 21.91 feet to a point for corner;
THENCE South 1°08'13" East, a distance of 442.32 feet to a point for corner;
THENCE South 21°10'06" East, a distance of 157.40 feet to a point for corner;
THENCE South 35°17'53" East, a distance of 90.02 feet to a point for corner;
THENCE South 56°52'13" East, a distance of 95.33 feet to a point for corner;
THENCE South 13°51'05" East, a distance of 53.76 feet to a point for corner;
THENCE South 58°54'35" East, a distance of 1054.24 feet to a point for corner;

THENCE South 31°05'25" West, a distance of 20.00 feet to a point for corner in the northeast right-of-way line of U.S. Highway No. 77 (North Elm Street) (a variable width right-of-way);

THENCE North 58°54'35" West, along the said northeast right-of-way line, a distance of 1114.88 to a point for corner, from which a 1-inch iron rod found for a point in the intersection of the said northeast right-of-way line, and the aforementioned east right-of-way line of Interstate Highway No. 35 bears North 58°54'35" West, a distance of 57.33 feet;

THENCE North 31°34'57" East, departing the said northeast right-of-way line, a distance of 28.84 feet to a point for corner;

THENCE North 56°52'13" West, a distance of 79.68 feet to a point for corner;

THENCE North 35°17'53" West, a distance of 99.45 feet to a point for corner;

THENCE North 21°10'06" West, a distance of 166.42 feet to a point for corner;

THENCE North 1°07'42" West, a distance of 667.77 feet to a point for corner;

CONTINUED ON SHEET 3

**WATER AND WASTEWATER
EASEMENT**
**IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS**

Kimley»Horn

901 Cherry Street, Suite 11, # 1300
Ft. Worth, Texas 76162
FIRM # 10194540
Tel. No. (817) 390-6011
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRP	JCW	10/1/2009	061024043	3 OF 12

**EXHIBIT A
PARCEL 074-2 WVE**

**LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT**

THENCE North 90°00'00" West, a distance of 47.64 feet to a point for corner in the said east right-of-way line of Interstate Highway No. 35;

THENCE North 1°06'48" West, along the said east right-of-way line, a distance of 10.09 feet to a point for corner;

THENCE South 89°37'12" West, continuing along the said east right-of-way line, a distance of 20.43 feet to a point for corner;

THENCE North 1°06'48" West, continuing along the said east right-of-way line, a distance of 295.96 feet to a point for corner;

THENCE North 2°23'15" East, departing the said east right-of-way line, a distance of 1210.25 feet to a point for corner;

THENCE North 12°20'56" East, a distance of 258.77 feet to a point for corner;
THENCE North 0°23'45" East, a distance of 152.61 feet to a point for corner;
THENCE North 18°23'03" West, a distance of 160.34 feet to a point for corner;
THENCE North 1°12'24" West, a distance of 802.66 feet to a point for corner;
THENCE North 15°23'49" East, a distance of 208.81 feet to a point for corner;
THENCE North 1°18'08" West, a distance of 100.00 feet to a point for corner;
THENCE North 18°00'05" West, a distance of 208.81 feet to a point for corner;

THENCE North 1°18'08" West, a distance of 410.49 feet to the **POINT OF BEGINNING** and containing 182,976 square feet or 4.2005 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

**WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS**

J.D.W. 2/15/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH, 817-335-6511
josh.wargo@kimley-horn.com



Kimley»Horn

301 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 1819660 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
as	CRD	JDW	10/1/2022	051034048	1 OF 12

**EXHIBIT B
PARCEL 074-2 WWE**

REMAINDER OF TRACT 4
CATDENTON 35, INC.
INST. NO. 2013-15912



P.O.C.

P.O.B.

IRSC
N:7191055.01
E:2373128.05

INTERSTATE
HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

4.2005 ACRES
182,976 SQ. FT.

CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689

PROPOSED TxDOT
RIGHT-OF-WAY
ACQUISITION

MATCH LINE (SEE SHEET 5)

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

**WATER AND WASTEWATER
EASEMENT**
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

J.D.W. 2/15/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
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FORT WORTH, TEXAS 76102
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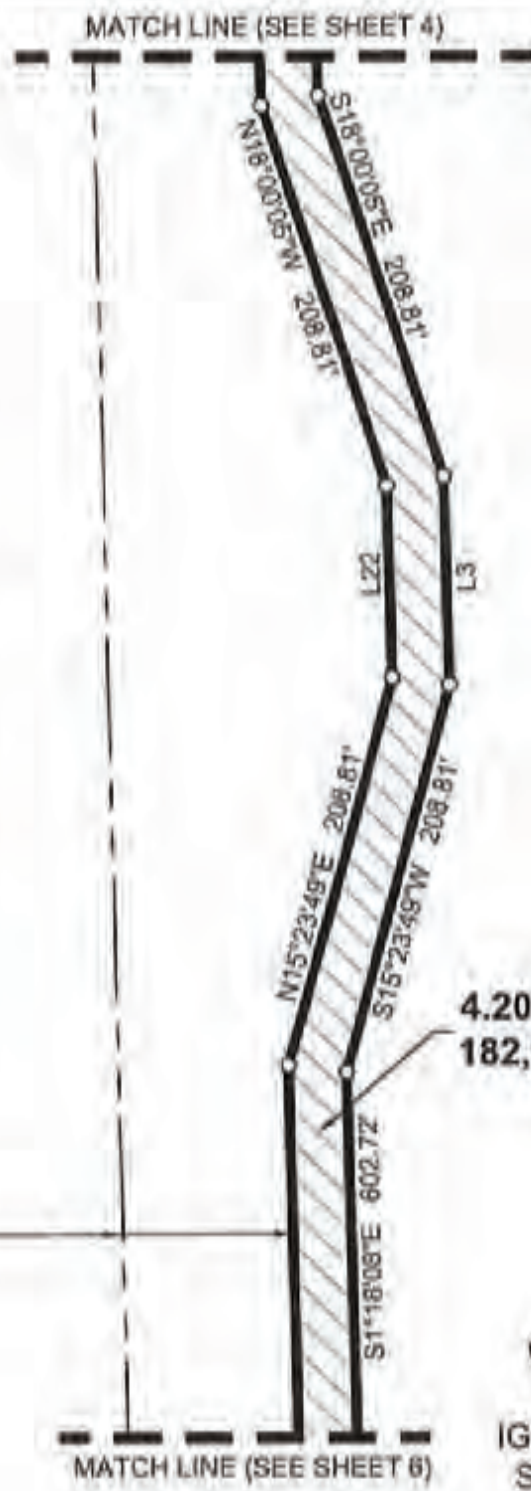
801 Cherry Street, Unit 11, #1100 Fort Worth, Texas 76102 P.O. Box # 1010404 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Client No.	Sheet No.
1" = 100'	CRD	JDW	1/27/2022	06102404	4 OF 10

EXHIBIT B
PARCEL 074-2 WWE



INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)



CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689

4.2005 ACRES
182,976 SQ. FT.

WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY ABSTRACT NO. 683
ALEXANDER WHITE SURVEY ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

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www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Count No.	Sheet No.
1" = 100'	CRS	JGW	1/22/2023	05103404	1 OF 12

**EXHIBIT B
PARCEL 074-2 WWE**

MATCH LINE (SEE SHEET 5)



PROPOSED TxDOT
RIGHT-OF-WAY
ACQUISITION

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

N1°12'24"W 802.66'

**4.2005 ACRES
182,976 SQ. FT.**

CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689

C=191.24'
CB=S0°55'11"E
L=191.24'
R=14325.02'
Δ=0°45'54"

S18°23'02"E
160.50'

N18°23'03"W
160.34'

MATCH LINE (SEE SHEET 7)

**WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS**

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

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Tel. No. (817) 330-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JCW	12/7/2023	001094043	8 OF 13

**EXHIBIT B
PARCEL 074-2 WWE**



MATCH LINE (SEE SHEET 8)

PROPOSED TxDOT
RIGHT-OF-WAY
ACQUISITION

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

MATCH LINE (SEE SHEET 8)

N0°23'45"E 152.61'
C=160.87'
CB=S0°23'32"W
L=160.87'
R=14375.00'
Δ=0°38'28"

N12°20'56"E 258.77'
S12°20'56"W 259.04'

CALLED 397.160 ACRES
CATDENTON 36 SIX, INC.
INST. NO. 2013-145689

**4.2005 ACRES
182,976 SQ. FT.**

C=485.70'
CB=S2°41'56"W
L=485.72'
R=14325.00'
Δ=1°56'34"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°53'12"E	88.25'
L2	N88°53'12"E	30.00'
L3	S01°16'08"E	108.81'
L4	S30°11'37"E	76.90'
L5	S01°09'38"E	150.97'
L6	S44°33'16"E	21.70'
L7	S01°07'44"E	88.92'
L8	S42°18'43"W	21.91'
L9	S21°10'06"E	167.40'
L10	S35°17'53"E	90.02'
L11	S56°52'13"E	96.33'
L12	S13°51'06"E	63.76'
L13	S31°05'25"W	20.00'
L14	N58°54'35"W	67.33'
L15	N31°34'57"E	28.84'
L16	N58°52'13"W	79.68'
L17	N35°17'53"W	99.45'
L18	N21°10'05"W	166.42'
L19	N90°00'00"W	47.84'
L20	N01°08'48"W	10.09'
L21	S89°37'12"W	20.43'
L22	N01°18'06"W	100.00'

**WATER AND WASTEWATER
EASEMENT**
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

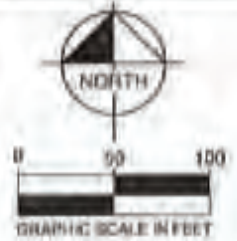
Kimley»Horn

201 Cherry Street, Ltd 11, # 1380
Fort Worth, Texas 76102
FIRM # 1619645
Tel. No. (817) 336-9511
www.kimley-horn.com

Date	Client	Checked by	Date	Created by	Sheet No.
1-16-18	CHD	JDW	10/20/22	061929045	7 OF 12

**EXHIBIT B
PARCEL 074-2 WWE**

MATCH LINE (SEE SHEET 7)



PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)



**4.2005 ACRES
182,976 SQ. FT.**

C=237.54'
CB=S3°10'48\"W
L=237.57'
R=4569.78'
Δ=2°58'43'

CALLED 397,160 ACRES
CATDENTON 36 SIX, INC.
INST. NO. 2013-146689

**WATER AND WASTEWATER
EASEMENT**
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8\" IRON ROD W/ \"KHA\" CAP SET

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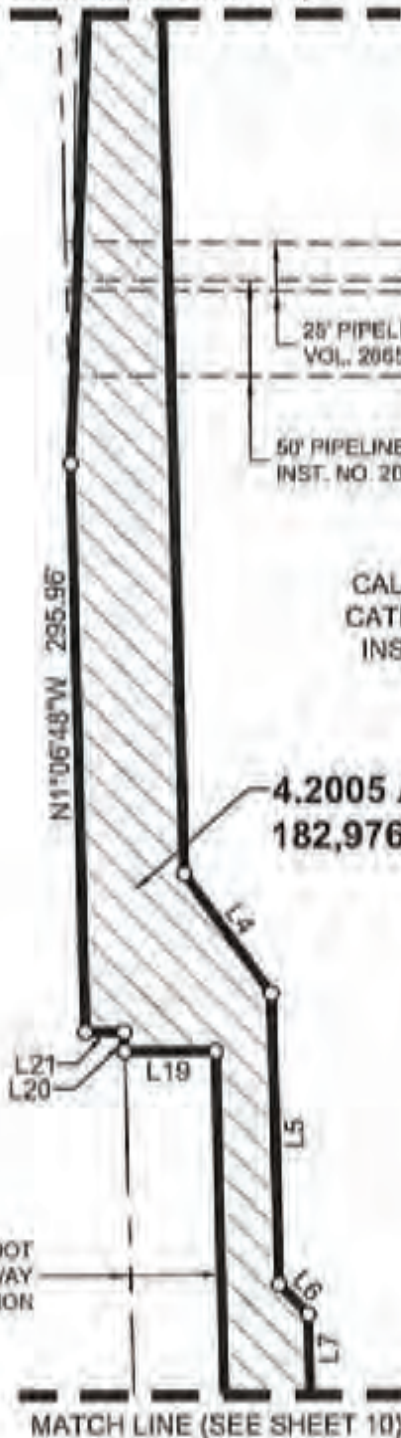
Drawn	Checked	Date	Drawn No.	Sheet No.
CHG	JGW	1/27/2013	001024043	4 OF 13

**EXHIBIT B
PARCEL 074-2 WWE**



MATCH LINE (SEE SHEET 8)

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)



25' PIPELINE EASEMENT
VOL. 2065, PG. 787

50' PIPELINE EASEMENT
INST. NO. 200900087176

CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689

4.2005 ACRES
182,976 SQ. FT.

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

MATCH LINE (SEE SHEET 10)

**WATER AND WASTEWATER
EASEMENT**
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CFC	JDW	10/2/2022	05102403	5 OF 12

**EXHIBIT B
PARCEL 074-2 WWE**



MATCH LINE (SEE SHEET 9)

STATE OF TEXAS
RIGHT-OF-WAY
EASEMENT
VOL. 418, PG. 78

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145889

**INTERSTATE
HIGHWAY NO. 35**
(A VARIABLE WIDTH RIGHT-OF-WAY)

**4.2005 ACRES
182,976 SQ. FT.**

WATERLINE EASEMENT
INST. NO. 1997-69142

8" PIPELINE EASEMENT
VOL. 5428, PG. 4395

**WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS**

MATCH LINE (SEE SHEET 11)

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRBC = 5/8" IRON ROD W/ "KHA" CAP SET

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Fort Worth, Texas 76102
Tel. No. (817) 335-6511
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Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/19/02	061124043	10-CP-12

**EXHIBIT B
PARCEL 074-2 WWE**



MATCH LINE (SEE SHEET 10)



**4.2005 ACRES
182,976 SQ. FT.**

CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689

5' PIPELINE EASEMENT
VOL. 5428, PG. 4399

S58°64'35"E 1054.24'

**U.S. HIGHWAY NO. 77
(NORTH ELM STREET)**
(A VARIABLE WIDTH RIGHT-OF-WAY)

MATCH LINE (SEE SHEET 12)

LOT 1, BLOCK A
DENTON TRAVEL CENTER
ADDITION, PHASE 1
(INST. NO. 2009-21)

TA OPERATING LLC
INST. NO. 2015-03681

**WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS**

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRP = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn

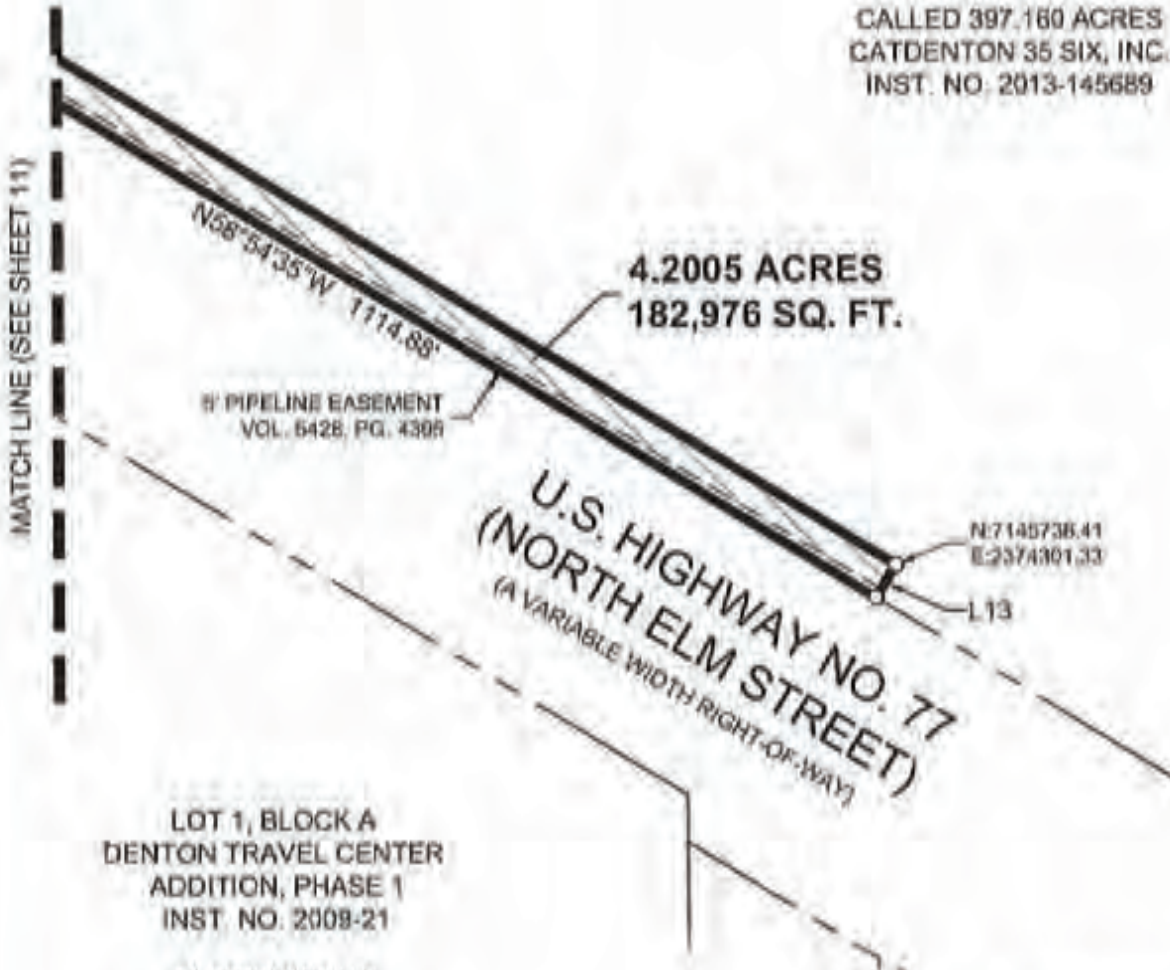
881 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10184060 Tel: (817) 535-8911 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CHG	JRW	1/27/2023	00104663	11 OF 12

**EXHIBIT B
PARCEL 074-2 WWE**



CALLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689



LOT 1, BLOCK A
DENTON TRAVEL CENTER
ADDITION, PHASE 1
INST. NO. 2009-21

TA OPERATING LLC
INST. NO. 2015-63681

**WATER AND WASTEWATER
EASEMENT**
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/10/22	061024015	12 OF 12

U00017637

TxDOT Highway Project Number:

0195-02-074

TxDOT Parcel 08

RCSJ 0195-02-079

From: US77/Barthold Dr.

To: Milam Rd

Utility Longitudinal Stations:

Sta 2280+10 RT to Sta 2331+22 RT

Existing Easement

Instrument Number

DOC# 1997-072075 & DOC# 1997-071534

BEING 1.2399 & 1.6080 ACRES IN
THE JOHN AYERS SURVEY A-2,
THE IGNACIO DE-LOS-SANTOS COY SURVEY A-212
BEING PART OF A 934.575 ACRE TRACT
CATDENTON 35, INC.
CITY OF DENTON, DENTON COUNTY, TEXAS

072075

WATER LINE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF DENTON §

That RANCHO VISTA DEVELOPMENT COMPANY, a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the CITY OF DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, I. Coy Survey, Abstract No. 212, to wit:

SEE ATTACHED "EXHIBIT D" FOR A METES AND BOUNDS
 DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND
 "EXHIBIT F" FOR A DRAWING OF "EXHIBIT D."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT E" FOR A METES AND BOUNDS
 DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND
 "EXHIBIT F" FOR A DRAWING OF "EXHIBIT E."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: RANCHO VISTA DEVELOPMENT COMPANY

By: [Signature]
Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: [Signature]
Roger N. Wilkinson, Right-of-Way Agent

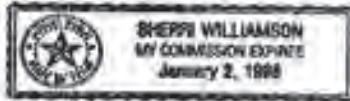
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of Rancho Vista Development Company, a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

[Signature]
Notary Public in and for
The State of Texas



After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

FOR ALAN PLUMMER, PARCEL NO. 1615
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "D"
PERMANENT WATER LINE EASEMENT
I. COY SURVEY, A-212
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the I. Coy Survey, Abstract No. 212, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.). said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the westerly property line of the said Rancho Vista tract and on the existing easterly right-of-way line of Interstate Highway No. 35 at the survey line between the S. L. Johnson Survey, Abstract No. 683 and the said I. Coy Survey;

THENCE, North 01 degree 30 minutes 11 seconds West, along the westerly property line of the said Rancho Vista tract and along the said existing easterly right-of-way line of Interstate Highway No. 35, 2911.68 feet to a point;

THENCE, North 88 degrees 27 minutes 14 seconds East, along a northerly property line of the said Rancho Vista tract and along a southerly right-of-way line of the said Highway I-35, 300.00 feet to a point;

THENCE, North 01 degree 31 minutes 10 seconds West, along the westerly property line of the said Rancho Vista tract and along the easterly right-of-way line of the said Highway I-35, 129.70 feet to a point;

THENCE, North 88 degrees 21 minutes 40 seconds East, along a northerly property line of the said Rancho Vista tract and along a southerly right-of-way line of the said Highway I-35 at Ganzer Road, 20.00 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 149.73 feet to a point;

THENCE, South 88 degrees 27 minutes 14 seconds West 300.00 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 2892.22 feet to a point on the survey line between the said I. Coy Survey and the S. L. Johnson Survey, Abstract No. 683;

THENCE, West, along the said survey line, 20.01 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 1.6343 acres (66,833 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-86



FOR ALAN PLUMMER, PARCEL NO. 181
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "E"
TEMPORARY CONSTRUCTION EASEMENT
I. COY SURVEY, A-212
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the I. Coy Survey, Abstract No. 212, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by notes and bounds as follows:

BEGINNING at a point on the survey line between the S. L. Johnson Survey, Abstract No. 683 and the said I. Coy Survey, said point being located East 20.01 feet from the westerly property line of the said Rancho Vista tract;

THENCE, North 01 degree 30 minutes 11 seconds West 2892.22 feet to a point;

THENCE, North 88 degrees 27 minutes 14 seconds East 300.00 feet to a point;

THENCE, North 01 degree 31 minutes 10 seconds West 149.75 feet to a point on a northerly property line of the said Rancho Vista tract at Ganser Road;

THENCE, North 88 degrees 21 minutes 40 seconds East, along the said northerly property line, 20.00 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 169.76 feet to a point;

THENCE, South 88 degrees 27 minutes 14 seconds West 300.01 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 2872.76 feet to a point on the said survey line between the I. Coy Survey and the S. L. Johnson Survey;

THENCE, West, along the said survey line, 20.01 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 1.5346 acres (66,845 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96



SURVEY: I. COY, A-212
 LOCATION: DENTON COUNTY, TEXAS
 WHOLE PROPERTY AREA: 572.09 AC.
 PERMANENT WATER LINE ESMT.: 1.5343 AC.
 TEMPORARY CONSTRUCTION ESMT.: 1.5346 AC.

PARCEL 181B FOR ALAN PLUMMER

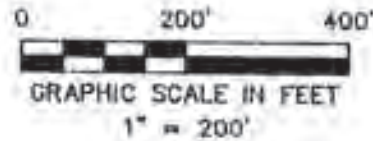
SANGER WATER LINE
 DENTON TO SANGER, TEXAS

UPPER TRINITY
 REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "D" & "E"

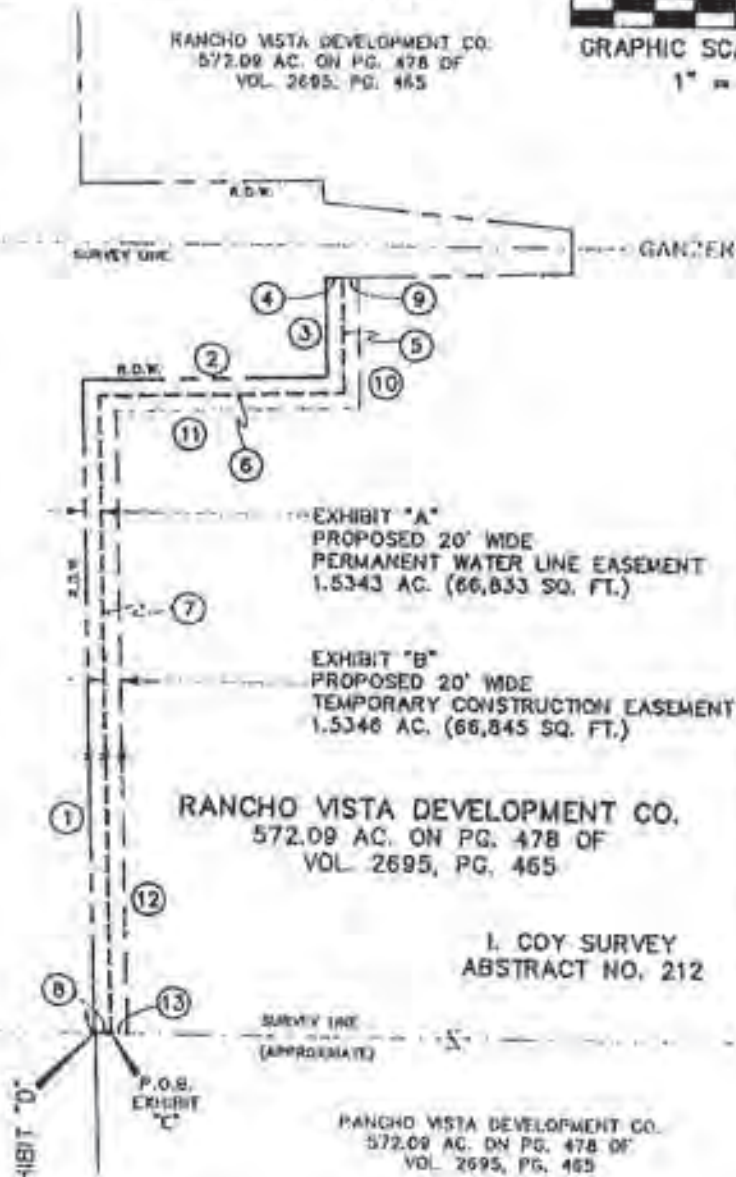
EXHIBIT "F"

JOHN AYERS SURVEY
 ABSTRACT NO. 2



RANCHO VISTA DEVELOPMENT CO.
 572.09 AC. ON PG. 478 OF
 VOL. 2695, PG. 465

INTERSTATE HIGHWAY 35



LINE TABLE

	BEARING	DISTANCE
①	N01°30'11"W	2911.68'
②	N88°27'14"E	300.00'
③	N01°31'10"W	129.70'
④	N88°21'40"E	20.00'
⑤	S01°31'10"E	149.73'
⑥	S88°27'14"W	300.00'
⑦	S01°30'11"E	2892.22'
⑧	WEST	20.01'
⑨	N88°21'40"E	20.00'
⑩	S01°31'10"E	169.76'
⑪	S88°27'14"W	300.01'
⑫	S01°30'11"E	2872.76'
⑬	WEST	20.01'

RANCHO VISTA DEVELOPMENT CO.
 572.09 AC. ON PG. 478 OF
 VOL. 2695, PG. 465

I. COY SURVEY
 ABSTRACT NO. 212

RANCHO VISTA DEVELOPMENT CO.
 572.09 AC. ON PG. 478 OF
 VOL. 2695, PG. 465

S. L. JOHNSON SURVEY
 ABSTRACT NO. 683

P.O.B. EXHIBIT "D"

P.O.B. EXHIBIT "C"



Shaun G. Spooner

SPOONER & ASSOC.
 REGISTERED PROFESSIONAL
 LAND SURVEYORS



352 HURST BLVD.
 HURST, TX 76053
 (817) 282-8981

JOB NO.: 491-1-96
 DATE: 8-09-96
 COGO FILE: 491-SANG
 ACAD FILE: 491-181
 DRAWN BY: S.G.S.
 COMPUTED BY: S.G.S.
 CHECKED BY: S.G.S.

Return To.

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
TRANGABLE TIM HODGES/COUNTY
CLERK

On Oct 18 1997
At 2:59pm

map/hwp # 97-00070075
Doc/lyno : EAS
Receipting: 15.00
Doc/fgst : 6.00
Receipt #: 32939
Deputy SHELLY

WATER LINE EASEMENT

071534

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF DENTON §

That RANCHO VISTA DEVELOPMENT COMPANY, a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City of DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, J. Ayers Survey, Abstract No. 2, to wit:

SEE ATTACHED "EXHIBIT G" FOR A METES AND BOUNDS
 DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND
 "EXHIBIT I" FOR A DRAWING OF "EXHIBIT G."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT H" FOR A METES AND BOUNDS
 DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND
 "EXHIBIT I" FOR A DRAWING OF "EXHIBIT H."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of

September, 1997.

Grantor: RANCHO VISTA DEVELOPMENT COMPANY

By: Donald D. Dillard
Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: Roger N. Wilkinson
Roger N. Wilkinson, Right-of-Way Agent

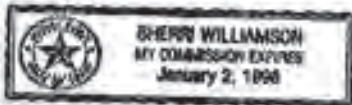
ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Seller §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of Rancho Vista Development Company, a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

Sherrill Williamson
Notary Public in and for
The State of Texas



After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

FOR ALAN PLUMMER, PARCEL NO. 1811
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "G"
PERMANENT WATER LINE EASEMENT
JOHN AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the John Ayers Survey, Abstract No. 2, said strip being out of a 672.09 acre tract of land conveyed to Rancho Vista Development Co, as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the northwest property corner of the said Rancho Vista tract, said point also being the southwest property corner of a tract of land conveyed to Emma Jo Harris by deed as recorded in Volume 3312, Page 588 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 89 degrees 22 minutes 54 seconds East, along the northerly property line of the said Rancho Vista tract and along the southerly property line of the said Harris tract, 20.00 feet to a point;

THENCE, South 00 degrees 00 minutes 51 seconds East 1825.02 feet to a point at the beginning of a curve to the left whose center bears North 89 degrees 58 minutes 45 seconds East 11290.76 feet;

THENCE, in a southerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 318.64 feet to a point;

THENCE, South 01 degree 17 minutes 36 seconds East 466.37 feet to a point;

THENCE, North 88 degrees 23 minutes 09 seconds East 297.07 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 62.75 feet to a point on a southerly property line of the said Rancho Vista tract and on a northerly right-of-way line of the said Interstate Highway No. 35 at Ganzer Road;

THENCE, North 84 degrees 11 minutes 25 seconds West, along the said property line and along the said right-of-way line, 21.46 feet to a point;

THENCE, the following courses along the general westerly property line of the said Rancho Vista tract and along the general easterly right-of-way line of the said Highway I-35:

THENCE, North 01 degree 08 minutes 00 seconds West 29.98 feet to a point;

THENCE, South 88 degrees 23 minutes 09 seconds West 296.07 feet to a point;

THENCE, North 01 degree 17 minutes 36 seconds West 486.40 feet to a point at the beginning of a curve to the right whose center bears North 89 degrees 15 minutes 44 seconds East 11310.76 feet;

THENCE, in a northerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 319.20 feet to a point;

THENCE, North 00 degrees 00 minutes 51 seconds West 1824.82 feet to the POINT OF BEGINNING,

The proposed Permanent Water Line Easement being herein described contains 1.3593 acres (59,212 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner



FOR ALAN PLUMMER, PARCEL NO. 181A
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "H"
TEMPORARY CONSTRUCTION EASEMENT
JOHN AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the John Ayers Survey, Abstract No. 2, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the northerly property line of the said Rancho Vista tract, said point being located North 89 degrees 22 minutes 54 seconds East 20.00 feet from it's northwest property corner;

THENCE, North 89 degrees 22 minutes 54 seconds East, along the northerly property line of the said Rancho Vista tract, 20.00 feet to a point;

THENCE, South 00 degrees 00 minutes 51 seconds East 1825.21 feet to a point at the beginning of a curve to the left whose center bears North 89 degrees 52 minutes 45 seconds East 11270.76 feet;

THENCE, in a southerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 318.07 feet to a point;

THENCE, South 01 degree 17 minutes 36 seconds East 446.33 feet to a point;

THENCE, North 88 degrees 23 minutes 09 seconds East 296.98 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 75.36 feet to a point on a southerly property line of the said Rancho Vista tract at Clunzer Road;

THENCE, North 84 degrees 11 minutes 20 seconds West, along the said property line, 20.16 feet to a point;

THENCE, North 01 degree 31 minutes 10 seconds West 62.75 feet to a point;

THENCE, South 85 degrees 23 minutes 09 seconds West 297.07 feet to a point;

THENCE, North 01 degree 17 minutes 36 seconds West 466.37 feet to a point at the beginning of a curve to the right whose center bears North 88 degrees 15 minutes 44 seconds East 11290.76 feet;

THENCE, in a northerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 318.64 feet to a point;

THENCE, North 00 degrees 00 minutes 51 seconds West 1825.02 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 1.3596 acres (69,220 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey: 8-09-96



SURVEY: J. AYERS, A--2
 LOCATION: DENTON COUNTY, TEXAS
 WHOLE PROPERTY AREA: 572.09 AC.
 PERMANENT WATER LINE ESMT.: 1.3593 AC.
 TEMPORARY CONSTRUCTION ESMT.: 1.3595 AC.

PARCEL 181C FOR ALAN PLUMMER

SANGER WATER LINE
 DENTON TO SANGER, TEXAS

UPPER TRINITY
 REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "G" & "H"

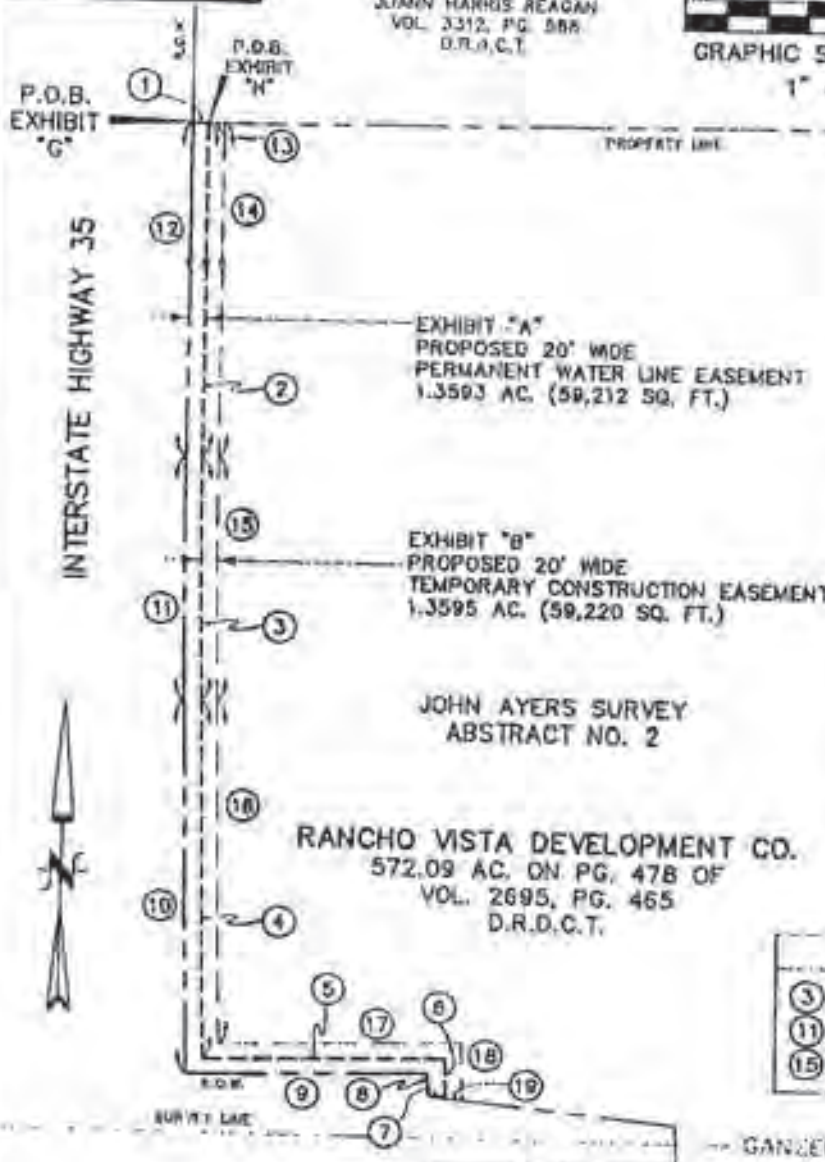
EXHIBIT "I"

FAYMA JO HARRIS
 GREG HARRIS
 JOANN HARRIS REAGAN
 VOL. 3312, PG. 588
 D.R.D.C.T.

0 200' 400'

GRAPHIC SCALE IN FEET

1" = 200'



LINE TABLE

BEARING	DISTANCE
①	N89°22'54"E 20.00'
②	S00°00'51"E 1825.02'
④	S01°17'36"E 466.33'
⑤	N88°23'09"E 297.07'
⑥	S01°31'10"E 52.75'
⑦	N84°11'25"W 21.48'
⑧	N01°08'00"W 29.98'
⑨	S88°23'09"W 296.07'
⑩	N01°17'36"W 486.40'
⑫	N00°00'51"W 1824.82'
⑬	N89°22'54"E 20.00'
⑭	S00°00'51"E 1825.21'
⑯	S01°17'36"E 446.33'
⑰	N88°23'09"E 296.99'
⑱	S01°31'10"E 75.36'
⑲	N84°11'25"W 20.16'

CURVE TABLE

DELTA	RADIUS	LENGTH
③	D1°37'01"	11290.76' 318.64'
⑪	D1°37'01"	11310.76' 319.20'
⑮	D1°37'01"	11270.76' 318.07'

JOHN AYERS SURVEY
 ABSTRACT NO. 2

RANCHO VISTA DEVELOPMENT CO.
 572.09 AC. ON PG. 478 OF
 VOL. 2695, PG. 465
 D.R.D.C.T.

I. COY SURVEY
 ABSTRACT NO. 212

RANCHO VISTA DEVELOPMENT CO.
 572.09 AC. ON PG. 478 OF
 VOL. 2695, PG. 465

SPOONER & ASSOC.
 REGISTERED PROFESSIONAL
 LAND SURVEYORS



Shaun Spooner



352 HURST BLVD.
 HURST, TX 76053
 (817) 282-6981

JOB NO.: 491-1-96
 DATE: 8-09-96
 COGO FILE: 491-SANG
 ACAD FILE: 491-181
 DRAWN BY: S.G.S.
 COMPUTED BY: S.G.S.
 CHECKED BY: S.G.S.

Return To:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY
CLERK

On Oct 08 1997
At 4:02pm

Doc/Num : 97-R0071534
Doc/Type : EAS
Recording: 15.00
Doc/Agst : 6.00
Receipt #: 32686
Deputy - SHELLEY

**EXHIBIT A
PARCEL 074-8 WWE**

**LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT**

BEING a 54,008 square foot (1.2399 acre) tract of land (Tract 1) and a 70,043 square foot (1.6080 acre) tract of land (Tract 2) situated in the John Ayers Survey, Abstract No. 2, and the Ignacio De-Los-Santos Coy Survey, Abstract No. 212, Denton County, Texas, and being part of a called 934.575 acre tract of land (Tract 4) described in the Special Warranty Deed to Caldenton 35, Inc., recorded in Instrument No. 2013-15912, Official Public Records, Denton County, Texas, and being more particularly described as follows:

TRACT 1

COMMENCING at the northwest corner of the said called 934.575 acre tract of land, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way);

THENCE North 89°52'35" East, along the north line of the said called 934.575 acre tract of land, a distance of 203.11 feet to the **POINT OF BEGINNING**;

THENCE North 89°52'35" East, along the said north line, a distance of 20.35 feet to a point for corner;

THENCE South 10°35'23" West, departing the said north line, a distance of 76.47 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 2°10'43", a radius of 14315.00 feet, a chord bearing and distance of South 3°55'09" West, 544.31 feet;

THENCE in a southwesterly direction, with said curve to the right, an arc distance of 544.34 feet to a point at the beginning of a reverse curve to the left having a central angle of 2°31'11", a radius of 13885.00 feet, a chord bearing and distance of South 3°44'56" West, 610.58 feet;

THENCE in a southwesterly direction, with said curve to the left, an arc distance of 610.63 feet to a point for corner;

THENCE South 0°15'42" West, a distance of 1300.68 feet to a point for corner;

THENCE South 22°45'56" East, a distance of 104.95 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the north right-of-way line of Genzer Road (a variable width right-of-way);

THENCE South 88°57'56" West, along the said north right-of-way line, a distance of 27.43 feet to a point for corner;

THENCE North 44°11'22" West, departing the said north right-of-way line, a distance of 48.03 feet to a point for corner;

CONTINUED ON SHEET 2

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Unit 11, # 1000 Fort Worth, Texas 76102		FPM # 1019400		Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale N/A	Drawn by ENG	Checked by JDW	Date 10/29/2013	Printed No. 001024043	Sheet No. 4 OF 10

**EXHIBIT A
PARCEL 074-8 WWE**

**LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT**

THENCE North $0^{\circ}15'42''$ East, a distance of 1364.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $2^{\circ}31'17''$, a radius of 13905.00 feet, a chord bearing and distance of North $3^{\circ}44'53''$ East, 611.85 feet;

THENCE in a northeasterly direction, with said curve to the right, an arc distance of 611.90 feet to a point at the beginning of a reverse curve to the left having a central angle of $2^{\circ}11'03''$, a radius of 14295.00 feet, a chord bearing and distance of North $3^{\circ}55'00''$ East, 544.90 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 544.94 feet to a point for corner;

THENCE North $10^{\circ}35'23''$ East, a distance of 74.04 feet to the **POINT OF BEGINNING** and containing 54,008 square feet or 1.2399 acres of land, more or less.

TRACT 2

COMMENCING at the northwest corner of a called 397.160 acre tract described in the General Warranty Deed to Caldenton 35 Six, Inc., recorded in Instrument No. 2013-145689 Official Public Records, Denton County, Texas and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way);

THENCE North $88^{\circ}53'12''$ East, along the north line of the said called 397.160 acre tract, a distance of 86.25 feet, to the **POINT OF BEGINNING**;

THENCE North $1^{\circ}18'08''$ West, departing the said north line, a distance of 1239.51 feet to a point for corner;

THENCE North $24^{\circ}20'19''$ East, a distance of 138.65 feet to a point for corner;

THENCE North $0^{\circ}57'04''$ West, a distance of 519.52 feet to a point for corner;

THENCE North $16^{\circ}41'25''$ West, a distance of 154.75 feet to a point for corner;

THENCE North $0^{\circ}23'39''$ East, a distance of 179.77 feet to a point for corner, being in the south right-of-way line of Ganzer Road (a variable width right-of-way);

THENCE North $88^{\circ}55'11''$ East, along the said south right-of-way line, a distance of 39.99 feet to a 5/8-inch iron rod with "KHA" cap set for corner.

CONTINUED ON SHEET 3

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS**

Kimley»Horn

881 Cherry Street, Unit 11, # 1300
Ft Worth, Texas 76102 FIRM # 1819406

Tel. No. (817) 336-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Drawn No.	Sheet No.
N/A	CRG	JEW	1/26/2022	08102403	3 OF 10

**EXHIBIT A
PARCEL 074-8 WWE**

**LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT**

THENCE South 0°23'14" West, departing the said south right-of-way line, a distance of 174.80 feet to a point for corner;

- THENCE** South 16°41'25" East, a distance of 154.58 feet to a point for corner;
- THENCE** South 0°21'47" East, a distance of 5.79 feet to a point for corner;
- THENCE** South 23°14'17" West, a distance of 25.30 feet to a point for corner;
- THENCE** South 0°44'10" East, a distance of 273.07 feet to a point for corner;
- THENCE** South 1°18'08" East, a distance of 229.46 feet to a point for corner;
- THENCE** South 24°20'19" West, a distance of 138.65 feet to a point for corner;

THENCE South 1°18'08" East, a distance of 1232.78 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the said north line of the called 397.160 acre tract;

THENCE South 88°53'12" West, along the said north line, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 70,043 square feet or 1.6080 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

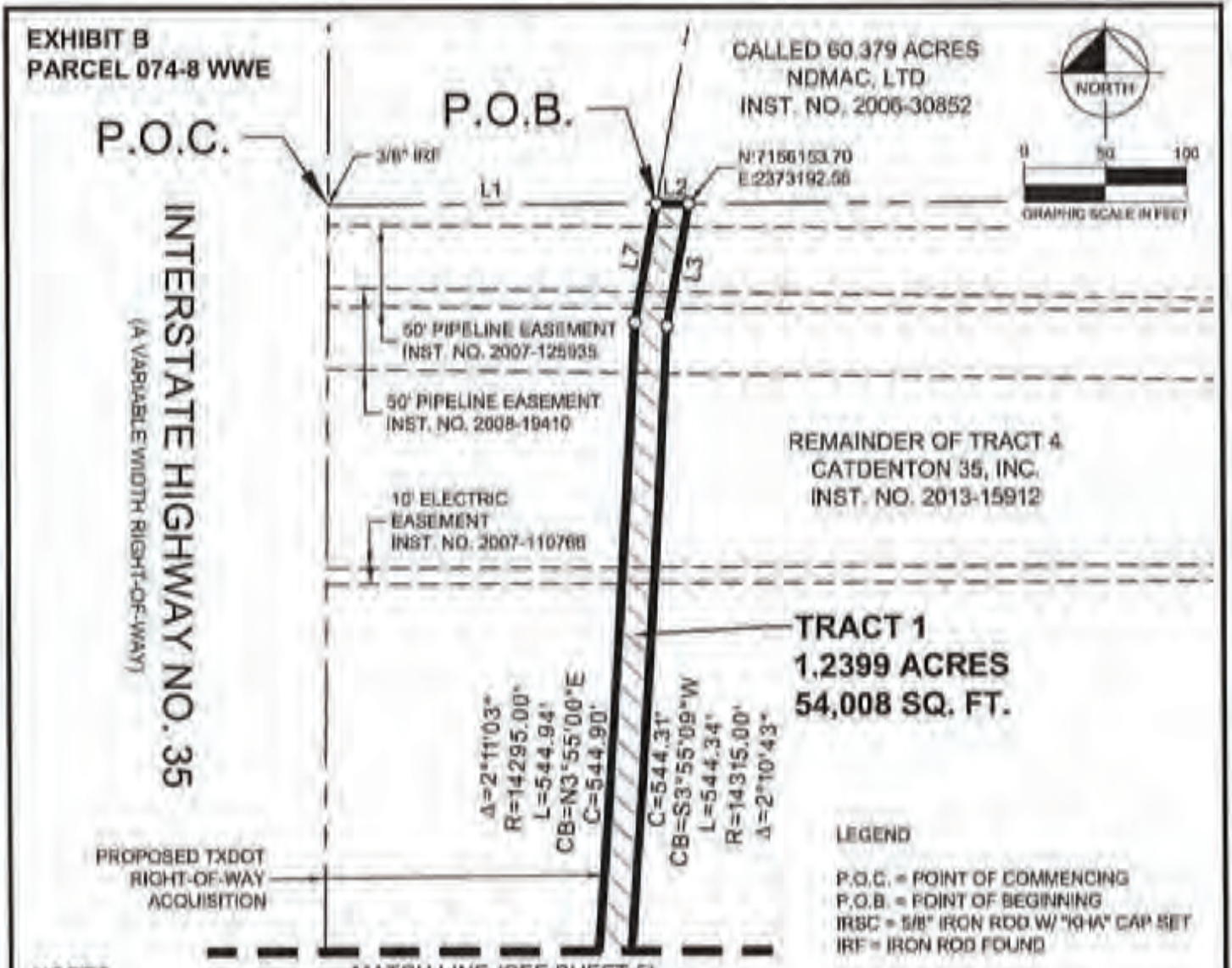
**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS**

J.D.W. 2/15/22
JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



Kimley»Horn
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 19194046 Tel. No. (817) 335-8811 www.kimley-horn.com

Scale: N/A	Drawn by: JRG	Checked by: JGW	Date: 1/26/2022	Project No.: 201024043	Sheet No.: 3 of 10
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NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS**

J.D.W. 2/15/22
JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



Kimley»Horn
 601 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76101 Phone: (817) 335-6511 www.kimley-horn.com
 Scale: 1" = 100' Drawn by: CSJ Created by: JOW Date: 1/29/2022 Project No.: 00122043 Sheet No.: 4 of 10

EXHIBIT B
PARCEL 074-8 WWE

MATCH LINE (SEE SHEET 4)



INTERSTATE HIGHWAY NO. 35
 (A VARIABLE WIDTH RIGHT-OF-WAY)

TRACT 1
1.2399 ACRES
54,008 SQ. FT.

REMAINDER OF TRACT 4
 CATDENTON 35, INC.
 INST. NO. 2013-15912

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°52'35"E	203.11'
L2	N89°52'35"E	20.35'
L3	S10°35'23"W	76.47'
L4	S22°45'56"E	104.85'
L5	S88°57'50"W	27.43'
L6	N44°11'22"W	48.03'
L7	N10°35'23"E	74.04'
L8	N88°53'12"E	86.25'
L9	N88°55'11"E	39.99'
L10	S00°21'47"E	5.79'
L11	S23°14'17"W	25.30'
L12	S88°53'12"W	30.00'

$\Delta=2^{\circ}3'17''$
 $R=13905.00'$
 $L=611.90'$
 $CB=N3^{\circ}44'53''E$
 $C=611.65'$

$C=610.58'$
 $CB=S3^{\circ}44'56''W$
 $L=610.63'$
 $R=13885.00'$
 $\Delta=2^{\circ}3'11''$

PROPOSED TxDOT
 RIGHT-OF-WAY
 ACQUISITION

MATCH LINE (SEE SHEET B)

**WATER AND WASTEWATER
 EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND

Kimley»Horn

804 Cherry Street, Unit 11, # 1500
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-8511
www.kimley-horn.com

Scale 1" = 100'	Drawn by CHD	Checked by JOW	Date 1/28/2022	Project No. 081024843	Sheet No. 5 of 10
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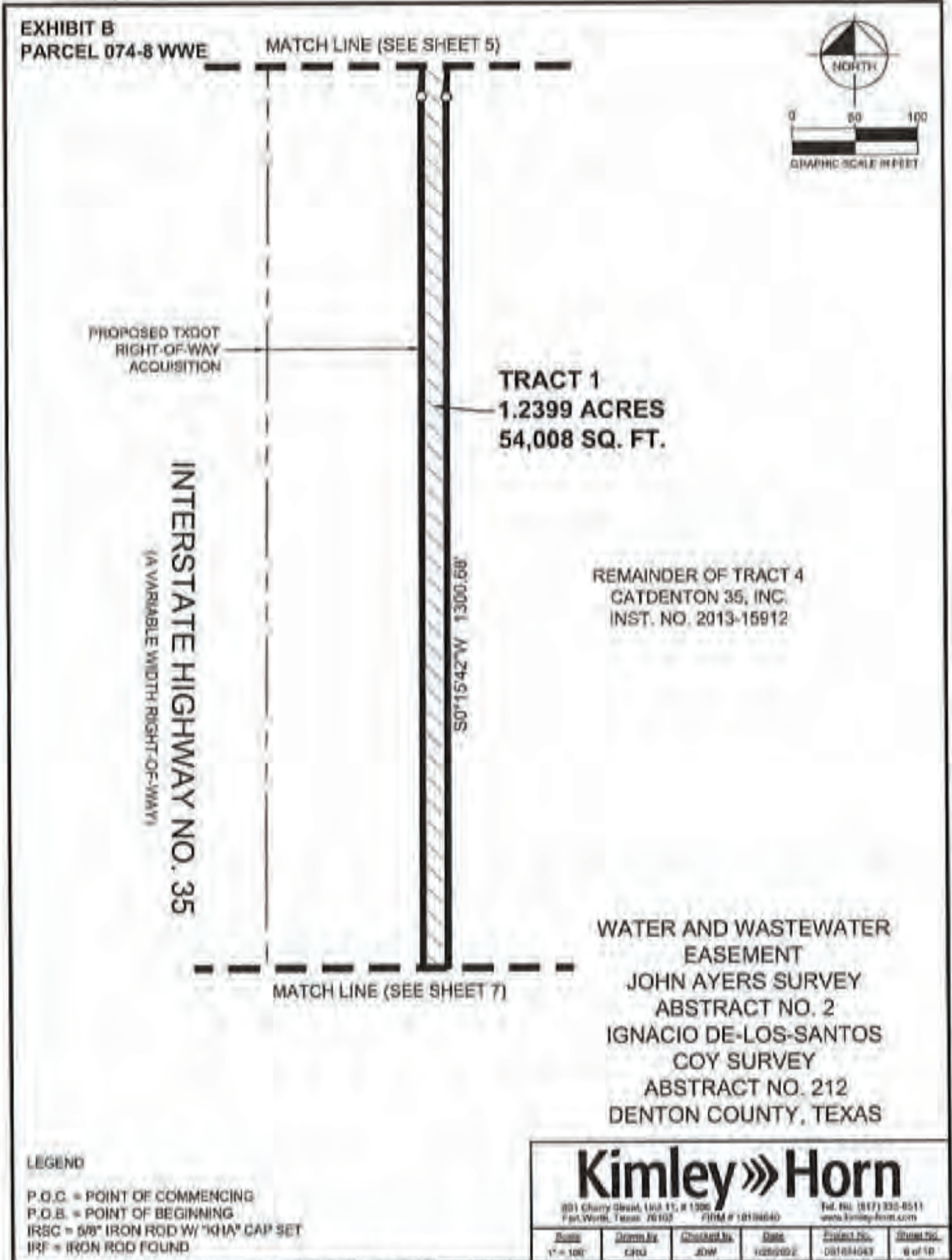


EXHIBIT B
PARCEL 074-8 WWE

MATCH LINE (SEE SHEET 5)



PROPOSED TxDOT
RIGHT-OF-WAY
ACQUISITION

INTERSTATE HIGHWAY NO. 35
 (A VARIABLE WIDTH RIGHT-OF-WAY)

TRACT 1
1.2399 ACRES
54,008 SQ. FT.

S0°15'42" W 1300.68'

REMAINDER OF TRACT 4
CATDENTON 35, INC.
INST. NO. 2013-15912

MATCH LINE (SEE SHEET 7)

**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND

Kimley»Horn

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 Fax: (817) 333-8511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRJ	JDW	10/25/02	08184043	8 of 10

**EXHIBIT B
PARCEL 074-8 WWE**



MATCH LINE (SEE SHEET 6)

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

REMAINDER OF TRACT 4
CATDENTON 35, INC.
INST. NO. 2013-15B12

TRACT 1
1.2399 ACRES
54,008 SQ. FT.

N0°15'42"E 1364.00'

IRSC
N:7153528.78
E:2373136.06

**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

GANZER ROAD
(A VARIABLE WIDTH RIGHT-OF-WAY)

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND

Kimley»Horn

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Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/20/22	08103403	7 of 18

**EXHIBIT B
PARCEL 074-8 WWE**



MATCH LINE (SEE SHEET 9)

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

**TRACT 2
1.6080 ACRES
70,043 SQ. FT.**

REMAINDER OF TRACT 4
CATDENTON 35, INC.
INST. NO. 2013-15912

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

P.O.B.
P.O.C.

N1°18'08"W 1239.51'

IRSC
N: 7191056.01
E: 2373128.55

CALLLED 397.160 ACRES
CATDENTON 35 SIX, INC.
INST. NO. 2013-145689

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS**

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND

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Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JCW	1/26/2023	06102403	8 of 10

**EXHIBIT B
PARCEL 074-8 WWE**

MATCH LINE (SEE SHEET 10)



RIGHT-OF-WAY
EASEMENT
VOL. 425, PG. 266

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

REMAINDER OF TRACT 4
CATDENTON 35, INC.
INST. NO. 2013-15912

**TRACT 2
1.6080 ACRES
70,043 SQ. FT.**

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

MATCH LINE (SEE SHEET 8)

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS**

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND

Kimley»Horn

801 Cherry Street, Suite 11, P 1500
Ft. Worth, Texas 76102 FIRM # 1816640

Tel. No. (817) 339-8511
www.kimley-horn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JWV	10/26/2022	061024043	8 of 10

**EXHIBIT B
PARCEL 074-B WWE**



GANZER ROAD
(A VARIABLE WIDTH RIGHT-OF-WAY)

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

IRSC
N: 7153268.14
E: 2373115.68

REMAINDER OF TRACT 4
CATDENTON 35, INC.
INST. NO. 2013-15912

TRACT 2
1.6080 ACRES
70,043 SQ. FT.

RIGHT-OF-WAY
EASEMENT
VOL. 425, PG. 266

RIGHT-OF-WAY
EASEMENT
VOL. 425, PG. 266

PROPOSED TxDOT
RIGHT-OF-WAY
ACQUISITION

**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

MATCH LINE (SEE SHEET 9)

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND

Kimley»Horn

301 Cherry Street, 11th Fl., #1300
Fort Worth, Texas 76102 Firm # 1019498 Tel: (817) 335-8511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JGW	1/28/2022	061024843	10 of 10

U00017637

TxDOT Highway Project Number:

0195-02-074

TxDOT Parcel 11

RCSJ 0195-02-079

From: US77/Barthold Dr.

To: Milam Rd

Utility Longitudinal Stations:

Sta 2331+22 RT to Sta 2352+43 RT

Existing Easement

Instrument Number

DOC# 1997-059180

BEING 0.9867 & 0.1028 ACRES IN
THE JOHN AYERS SURVEY A-2, BEING PART OF A
58.823 & 80.379 ACRE TRACT
NDMAC, LTD.

CITY OF DENTON, DENTON COUNTY, TEXAS

EASEMENT

059180

THE STATE OF TEXAS, §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That Emma Jo Harris, Greg Harris, and Joan Harris Regan of Denton County, Texas in consideration of the sum one dollar (\$1.00) and no cents and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the City of Denton the free and uninterrupted use, liberty and privilege of passage in, along, upon and across the following described property, owned by them, situated in Denton County, Texas in the J. Ayers Survey, Abstract No. 2.

SEE ATTACHED "EXHIBIT A" FOR DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND "EXHIBIT C" FOR ILLUSTRATION

And it is further agreed that the said City of Denton, Texas in consideration of the benefits above set out, will ~~remove~~ from the property above described, such fences, buildings and other obstructions as may be now be found upon said property.

For the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining a WATER LINE and appurtenances in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to said WATER LINE facilities or any part thereof.

In addition to the permanent water line easement the City of Denton is hereby granted a temporary construction easement for the initial construction of said WATER LINE described as follows:

SEE ATTACHED "EXHIBIT B" FOR DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT AND "EXHIBIT C" FOR ILLUSTRATION

UPON conclusion of said WATER LINE installation the temporary construction easement shall terminate.

TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the premises above described.

Witness our hands, this the 21st day of August, A.D. 1997.

Emma Jo Harris
Emma Jo Harris

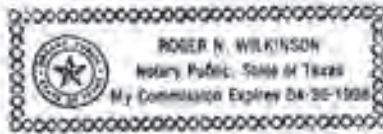
Greg Harris
Greg Harris

Joan Harris Regan
Joan Harris Regan

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Denton §

This instrument was acknowledged before me on August 21, 1997 by Emma Jo Harris.



Roger N. Wilkinson
Notary Public, in and for the State of Tx
My Commission Expires 4-20-98

ACKNOWLEDGMENT

THE STATE OF TX §
COUNTY OF Denton §

This instrument was acknowledged before me on August 19, 1997 by Greg Harris.



Doreen Payton
Notary Public, in and for the State of Tx
My Commission Expires 8-4-98

ACKNOWLEDGMENT

THE STATE OF AZ §
COUNTY OF MARICOPA §
This instrument was acknowledged before me on August 13, 1997 by Joan Harris Regan.



Paula T. Valverde
Notary Public, in and for the State of AZ
My Commission Expires 3-23-99

Accepted this 21st day of August, 1997 for the City of Denton, Texas (Resolution No. 91-073).

BY: Roger N. Wilkinson
Roger N. Wilkinson
Right-of-Way Agent

FOR ALAN PLUMMER, PARCEL NO. 182
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "A"
PERMANENT WATER LINE EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 119.2046 acre tract of land conveyed to Emma Jo Harris, Greg Harris, and Joan Harris Reagan (Harris tract) by deed as recorded in Volume 3312, Page 588 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the southwest property corner of the said Harris tract, said point also being the northwest property corner of a tract of land conveyed to Rancho Vista Development Co. by deed recorded in Volume 2695, Page 465 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 00 degrees 08 minutes 52 seconds East along the westerly property line of the said Harris tract and along the said right-of-way line 2124.89 feet to a point at the northwest property corner of the said Harris tract, said point also being at the southwest property corner of tract of land conveyed to the Musket Corporation by deed as recorded in Volume 1630, Page 42 of the D.R.D.C.T.;

THENCE, South 89 degrees 54 minutes 24 seconds East, along the northerly property line of the said Harris tract and along southerly property line of said Musket tract 20.00 feet to a point;

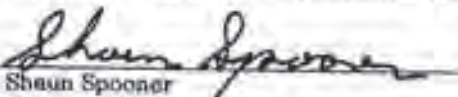
THENCE, South 00 degrees 08 minutes 52 seconds West, 2124.64 feet to a point on the southerly property line of the said Harris tract and on the northerly property line of said Rancho Vista tract;

THENCE, South 89 degrees 22 minutes 54 seconds West along the said property lines 20.00 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 0.9756 acres (42,495 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: 
Shaun Spooner



Registered Professional Land Surveyor,
Texas No. 4183
Date of Survey 8-12-96

FOR ALAN PLUMMER, PARCEL NO. 182
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 119,2046 acre tract of land conveyed to Emma Jo Harris, Greg Harris, and Joan Harris Reagan (Harris tract) by deed as recorded in Volume 8312, Page 688 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by notes and bounds as follows:

BEGINNING at a point on the southerly property line of the said Harris tract, said point being North 89 degrees 22 minutes 54 seconds East 20.00 feet from the southwest property corner of the said Harris tract;

THENCE, North 00 degrees 08 minutes 52 seconds East 2124.64 feet to a point on the northerly property line of the said Harris tract;

THENCE, South 89 degrees 54 minutes 24 seconds East, along the northerly property line of the said Harris tract 20.00 feet to a point;

THENCE, South 00 degrees 08 minutes 52 seconds West, 2124.37 feet to a point on the southerly property line of the said Harris tract;

THENCE, South 89 degrees 22 minutes 54 seconds West along the southerly property line of the said Harris tract 20.00 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 0.9754 acres (42,490 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner



Registered Professional Land Surveyor,
Texas No. 4183 Date of Survey 8-12-98

SURVEY: JOHN AYERS SURVEY, A-2
LOCATION: DENTON COUNTY, TEXAS
WHOLE PROPERTY AREA: 119.2046 AC.
PERMANENT WATER LINE ESMT.: 0.9756 AC.
TEMPORARY CONSTRUCTION ESMT.: 0.9754 AC.

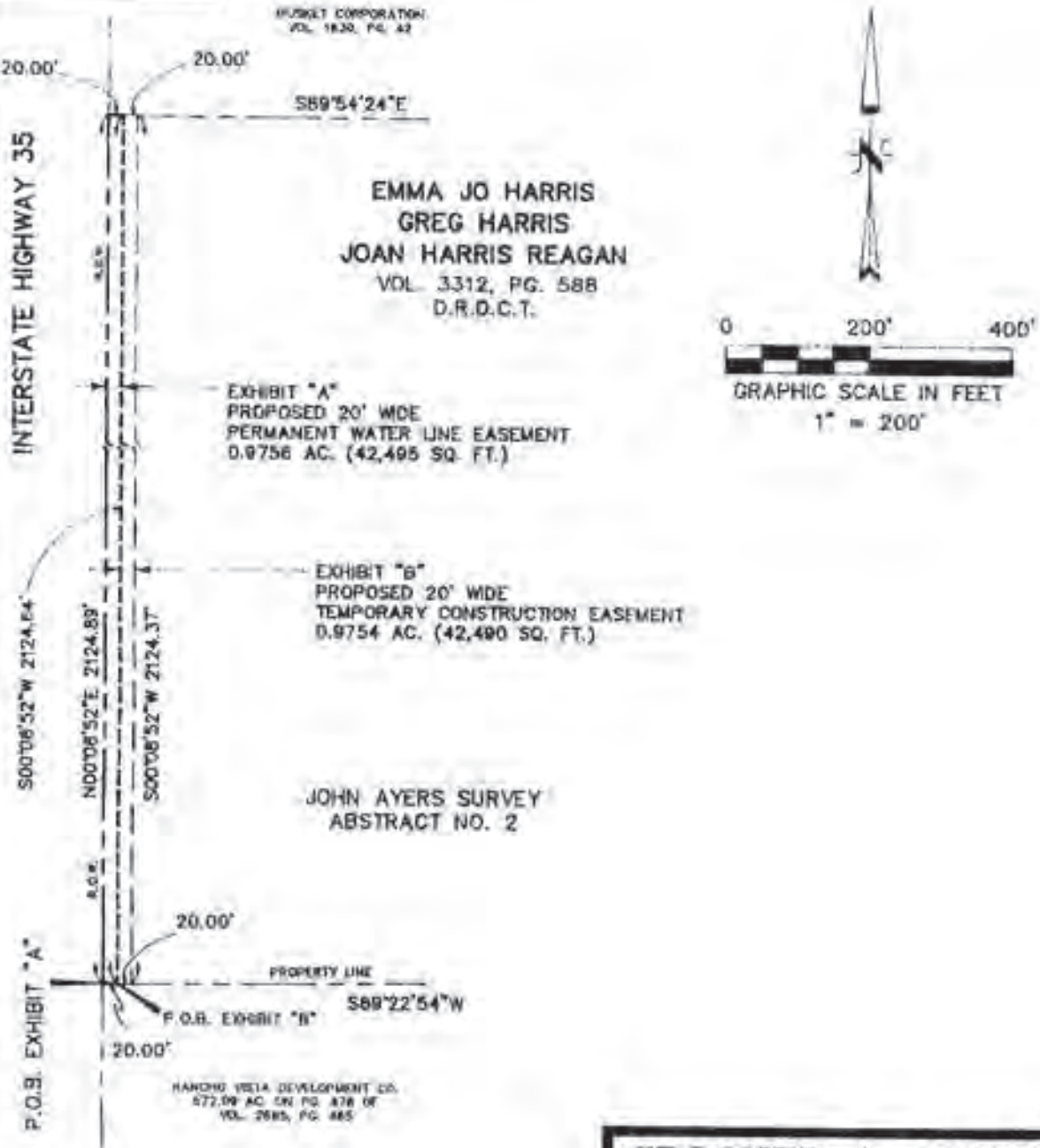
PARCEL 182 FOR ALAN PLUMMER

SANGER WATER LINE
DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"



SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS



Shaun D. Spooner



352 HURST BLVD.
HURST, TX 76053
(817) 282-6981

JOB NO.: 491-1-96
DATE: 8-12-96
COGO FILE: 491-SANG
ACAD FILE: 491-182
DRAWN BY: L.W.G.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

Return To:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY
CLERK

On Aug 27 1997
At 8:35am

Doc/How : 97-R00591AB
Doc/Type : EAS
Recording: 12.00
Doc/Pgnt : 6.00
Receipt #: 27751
Deputy - BRANDIE

EXHIBIT A
PARCEL 074-11 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 42,982 square foot (0.9887 acre) tract of land (Tract 1) and a 4,478 square foot (0.1028 acre) tract of land (Tract 2) situated in the John Ayers Survey, Abstract No. 2, Denton County, Texas, and being part of a called 58.823 acre tract of land described in the Special Warranty Deed to NDMAC, Ltd., recorded in Instrument No. 2008-87393, Official Public Records, Denton County, Texas, and being part of a called 60.379 acre tract of land, described in the Special Warranty Deed to NDMAC, Ltd., recorded in Instrument No. 2006-30852, said Official Public Records, and being more particularly described as follows:

TRACT 1

COMMENCING at the westernmost northwest corner of the said called 58.823 acre tract, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), from which a 5/8-inch iron rod found bears South 89°31'58" East, a distance of 1.04 feet;

THENCE South 89°31'58" East, along the westernmost north line of the said called 58.823 acre tract, a distance of 291.97 feet to a 5/8-inch iron rod with "TXDOT" cap found, being the **POINT OF BEGINNING**;

THENCE South 89°31'58" East, continuing along the said north line, a distance of 27.71 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°04'02", a radius of 1217.00 feet, a chord bearing and distance of South 25°15'35" West, 43.91 feet;

THENCE in a southwesterly direction, departing the said north line, and along said curve to the left, an arc distance of 43.81 feet to a point for corner;

THENCE South 0°50'14" West, a distance of 705.95 feet to a point for corner;

THENCE South 10°05'30" West, a distance of 404.18 feet to a point for corner;

THENCE South 0°50'14" West, a distance of 421.41 feet to a point for corner;

THENCE South 10°26'32" East, a distance of 203.77 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 0°30'50", a radius of 14360.02 feet, a chord bearing and distance of South 1°21'04" West, 128.78 feet;

THENCE in a southwesterly direction, with said curve to the right, an arc distance of 128.78 feet to a point for corner;

THENCE South 10°35'23" West, a distance of 232.62 feet to a point for corner, being in the south line of the said called 60.379 acre tract;

THENCE South 89°52'35" West, along the said south line, a distance of 20.35 feet to a point for corner, from which a 3/8-inch iron rod found for the southwest corner of the said called 60.379 acre tract, and being in the said east right-of-way line of Interstate Highway No. 35 bears South 89°52'35" West, a distance of 203.11 feet;

CONTINUED ON SHEET 2

J.D. Wargo 2/15/22
JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



**WATER AND WASTEWATER
 EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, B 1300
 Fort Worth, Texas 76102 FIRM # 1619406

Tel. No. (817) 335-6511
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
As Shown	CRD	JWV	1/27/2022	061024043	1 OF 2

EXHIBIT A
PARCEL 074-11 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE North 10°35'23" East, departing the said south line, a distance of 234.83 feet to a point for corner;

THENCE North 1°21'07" East, a distance of 125.01 feet to a point for corner;

THENCE North 10°26'32" West, a distance of 203.72 feet to a point for corner;

THENCE North 0°50'14" East, a distance of 425.01 feet to a point for corner;

THENCE North 10°05'30" East, a distance of 404.18 feet to a point for corner;

THENCE North 0°50'14" East, a distance of 721.01 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 1°10'13", a radius of 1242.00 feet, a chord bearing and distance of North 25°09'05" East, 25.37 feet;

THENCE in a northeasterly direction with said curve to the right, an arc distance of 25.37 feet to the **POINT OF BEGINNING** and containing 42,982 square feet or 0.9867 acres of land, more or less;

TRACT 2

BEGINNING at the northernmost northwest corner of the said called 58.823 acre tract, and being in the south right-of-way line of F.M. Road 3163 (Milam Road) (a variable width right-of-way);

THENCE North 89°45'14" East, along the said south right-of-way line, a distance of 35.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 0°37'40" West, departing the said south right-of-way line, a distance of 127.99 feet to a point for corner;

THENCE South 89°57'36" West, a distance of 35.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the northernmost west line of the said called 58.823 acre tract;

THENCE North 0°37'40" East, along the said northernmost west line, a distance of 127.87 feet to the **POINT OF BEGINNING** and containing 4,478 square feet or 0.1028 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

J.D.W. 2/15/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

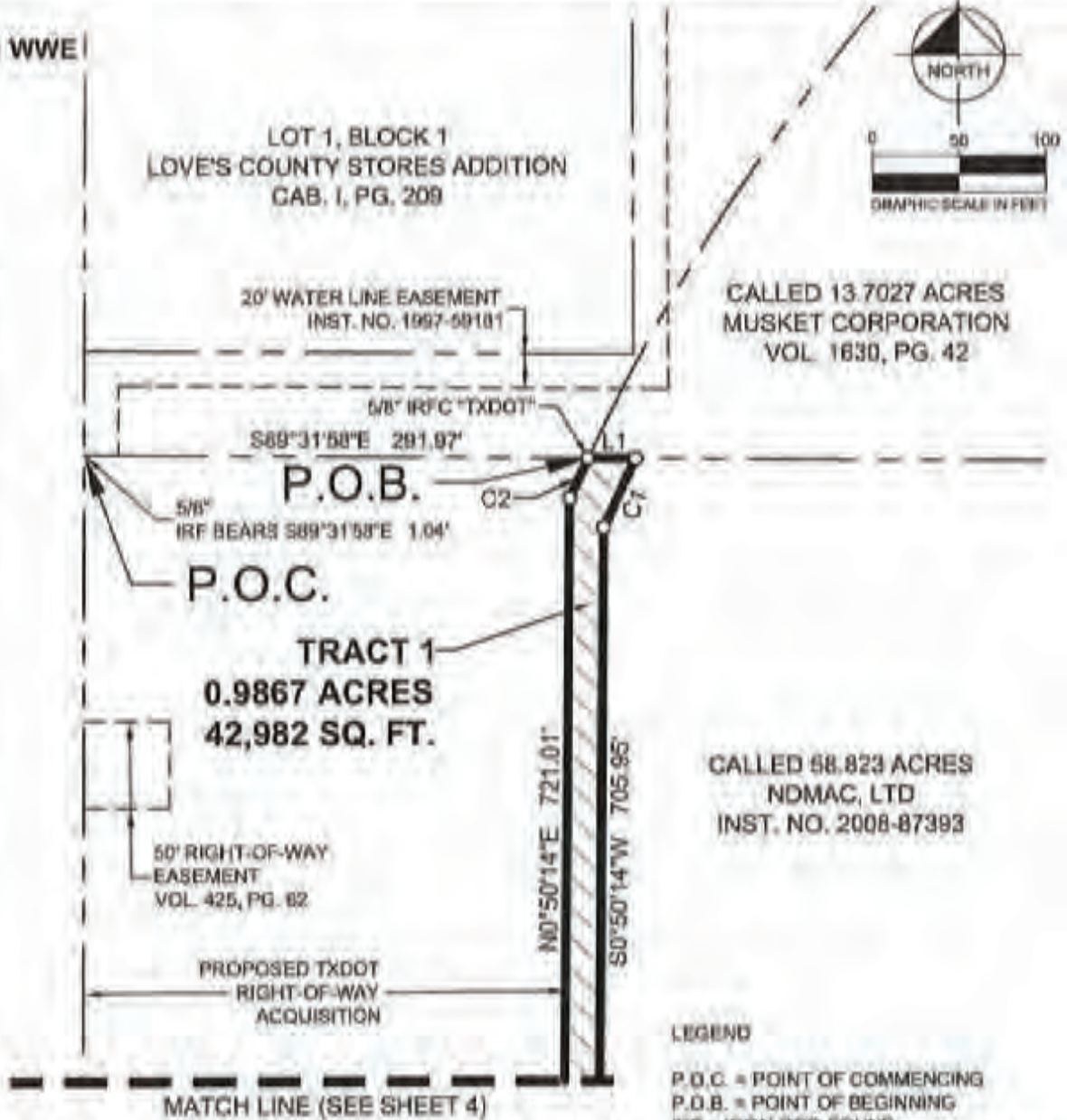
Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 Tel. No. (817) 335-6511
FIRM # 1019483 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Printed by	Sheet No.
N/A	CRG	JW	1/27/2022	SB1889MS	2 OF 1

**EXHIBIT B
PARCEL 074-11 WWE**

INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)



NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

J.D.W. 2/15/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, P 1300 Fort Worth, Texas 76102 FIRM # 1819640 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Printed by	Sheet No.
1" = 100'	CRD	JRW	1/27/2022	091194043	3 OF 7

**EXHIBIT B
PARCEL 074-11 WWE**

MATCH LINE (SEE SHEET 3)



INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

TRACT 1
0.9867 ACRES
42,982 SQ. FT.

CALLED 58.823 ACRES
NDMAC, LTD
INST. NO. 2008-87393

N10°05'30"E 404.18'
S10°05'30"W 404.18'

CALLED 60.379 ACRES
NDMAC, LTD
INST. NO. 2008-30852

MATCH LINE (SEE SHEET 5)

**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn

801 Cherry Street, Suite 11, # 1300 Fort Worth, Texas 76102 FIRM # 181864C Tel. No. (817) 343-0011 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Printed by	Sheet No.
1" = 100'	CRS	JRW	10/7/09	DB18M044	4 OF 7

**EXHIBIT B
PARCEL 074-11 WWE**

MATCH LINE (SEE SHEET 4)



INTERSTATE HIGHWAY NO. 35
(A VARIABLE WIDTH RIGHT-OF-WAY)

TRACT 1
0.9867 ACRES
42,982 SQ. FT.

CALLED 60,379 ACRES
NDMAC, LTD
INST. NO. 2006-30852

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION



MATCH LINE (SEE SHEET 6)

**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn

801 Cherry Street, Suite 1100 • P.O. Box 1018048
Fort Worth, Texas 76102 • (817) 335-8811
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRD	JEW	10/1/09	06102408	5 OF 7

**EXHIBIT B
PARCEL 074-11 WWE**



MATCH LINE (SEE SHEET 5)

**TRACT 1
0.9867 ACRES
42,982 SQ. FT.**

$\Delta=0^{\circ}30'50''$
 $R=14360.02'$
 $L=128.78'$
 $CB=S1^{\circ}21'04''W$
 $C=128.78'$

CALLED 60.379 ACRES
 NDMAC, LTD
 INST. NO. 2006-30852

INTERSTATE HIGHWAY NO. 35
 (A VARIABLE WIDTH RIGHT-OF-WAY)

PROPOSED TxDOT
 RIGHT-OF-WAY
 ACQUISITION

3/8" IRF

S88°52'35"W
 203.11'

50' PIPELINE EASEMENT
 INST. NO. 2007-129935

50' PIPELINE EASEMENT
 INST. NO. 2008-19410

REMAINDER OF TRACT 4
 CATDENTON 35, INC.
 INST. NO. 2013-15912

10' ELECTRIC
 EASEMENT
 INST. NO. 2007-110766

$N10^{\circ}35'23''E$ 234.83'
 $S10^{\circ}35'23''W$ 232.62'

N:7156153.70
 E:2373192.56

L2

**WATER AND WASTEWATER
 EASEMENT
 JOHN AYERS SURVEY
 ABSTRACT NO. 2
 DENTON COUNTY, TEXAS**

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn

501 Cherry Street, Suite 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194940 Tel No: (817) 330-1011
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRD	JDW	10/27/2022	061026043	6 OF 7

**EXHIBIT B
PARCEL 074-11 WWE**



**F.M. ROAD 3163
(MILAM ROAD)
(A 120 FOOT RIGHT-OF-WAY)**

IRSC
N:7158035.28
E:2374429.15

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

P.O.B.

**TRACT 2
0.1028 ACRES
4,478 SQ. FT.**

IRSC
N:7158907.28
E:2374392.73

CALLED 10 ACRES
KAL CRAWFORD
INST. NO. 2020-166096

CALLED 58.823 ACRES
NDMAC, LTD
INST. NO. 2008-87393

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°31'58"E	27.71'
L2	S89°52'38"W	20.35'
L3	N89°45'14"E	35.00'
L4	S00°37'40"W	127.99'
L5	S89°57'36"W	35.00'
L6	N00°37'40"E	127.87'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°04'02"	1217.00'	43.91'	S25°15'35"W	43.91'
C2	1°10'13"	1242.00'	25.37'	N25°09'05"E	25.37'

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS**

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
 801 Cherry Street, Unit 11, #1300
 Fort Worth, Texas 76102 FIRM # 1010408 Tel. No. (817) 335-8511
 www.kimley-horn.com

Scale 1" = 100'	Drawn by ORG	Checked by JOW	Date 10/12/2023	Project No. 001024043	Sheet No. 7 OF 7
--------------------	-----------------	-------------------	--------------------	--------------------------	---------------------

U00017637

TxDOT Highway Project Number:

0195-02-074

TxDOT Parcel 14

RCSJ 0195-02-079

From: US77/Barthold Dr.

To: Milam Rd

Utility Longitudinal Stations:

Sta 2352+43 RT to Sta 2360+11 RT

Existing Easement

Instrument Number

1988-57574, 1997-59181, & 1999-113602

BEING 0.4436 ACRES IN
THE JOHN AYERS SURVEY A-2,
BEING PART OF A 13.7027 ACRE TRACT
MUSKET CORPORATION #217
CITY OF DENTON, DENTON COUNTY, TEXAS

REAL PROPERTY RECORDS

SANITARY CONTROL EASEMENT

067574

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DEVON

WHEREAS, MUSKET CORPORATION is now the owner of all that certain 13.7027 acre tract of land situated in Devon County, Texas, fully described by warranty deed recorded in Volume 1530, Page 62 Real Property Records, Devon County, Texas, and intends to drill a water well upon said property in order to ultimately serve water to customers of the Love's Country Store #217 located on the property, and

WHEREAS, the proposed well location is South 00 degrees 02 minutes 01 seconds East 150.00 feet and North 89 55 minutes 17 seconds West 150.00 feet from the northeast corner of said 13.7027 acre tract, and in order to comply with governmental laws it is necessary for restrictions to be placed upon all of that area within a 150-foot radius of said proposed well location, and Musket Corporation is the sole owner of the property within said 150-foot radius of proposed well location and have agreed to place the herein described Sanitary Control Easement restrictions upon all of such area within the 150-foot radius of the proposed water well location situated South 00 degrees 02 minutes 01 seconds East 150.00 feet and North 89 degrees 55 minutes 17 seconds West 150.00 feet from the northeast corner of said 13.7027 acre tract;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to us cash in hand paid, the receipt of which is hereby acknowledged, MUSKET CORPORATION of Oklahoma City, Oklahoma, hereby imposes upon all the property within a 150-foot radius of the proposed well location situated South 00 degrees 02 minutes 01 seconds East 150.00 feet and North 89 degrees 55 minutes 17 seconds West 150.00 feet from the northeast corner of said 13.7027 acre tract, the following restrictions, and that such restrictions are a covenant running with the land and shall be binding upon all persons and other legal entities. Such Sanitary Control Easement restrictions are as follows:

1. There is prohibited the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an unsanitary condition within, upon or across the said property.
2. This Sanitation Control permits the construction of frames or buildings upon the same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an unsanitary condition within, upon or across the same are specifically prohibited.

Sanitary Control Easement, Page 1

3. Normal firing and ranching operations are permitted except that all livestock shall not be allowed within fifty (50) feet of the proposed well.

The above restrictions are binding upon all persons, corporations, and/or other legal entities and may be enforced by injunctive relief or by any other method available in a court of competent jurisdiction, and enforcement of such restrictions does not in any way alleviate the violator of such restrictions from damages, if any, because of the violation of the same.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two (2) years from date these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source of water for said 13.027 acre tract ceases.

IN WITNESS WHEREOF, the said owners have executed this instrument on this 2nd day of December, 1988.

MASSET CORPORATION
Paula Manning

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 2nd day of December, 1988



Paula Manning of MASSET CORPORATION, a corporation, on behalf of said

Linda G. McDonald
Notary Public, State of Oklahoma
Linda G. McDonald
Notary's printed name
My Commission Expires: 10-29-90

Return To: Metroplex Engineering
1121 Fort Worth Drive
Denton, TX 76205

Vol 2495, Page 891

FILED FOR RECORD
88 DEC -5 PM 3:45
COUNTY CLERK
DENTON, TEXAS

057574



FILED FOR RECORD 5th DAY OF December A.D. 19 88 at 3:45 P.M.
DULY RECORDED 5th DAY OF December A.D. 19 88
BY: David Wilgo DEPUTY
MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS

EASEMENT

059181

THE STATE OF TEXAS, §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That Masket Corporation of Denton County, Texas in consideration of the sum one dollar (\$1.00) and no cents and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the City of Denton the free and uninterrupted use, liberty and privilege of passage in, along, upon and across the following described property, owned by it, situated in Denton County, Texas in the J. Ayers Survey, Abstract No. 2.

SEE ATTACHED "EXHIBIT A" FOR DESCRIPTION
OF PERMANENT WATER LINE EASEMENT
AND "EXHIBIT C" FOR ILLUSTRATION

And it is further agreed that the said City of Denton, Texas in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be now be found upon said property.

For the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining a WATER LINE and appurtenances in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to said WATER LINE facilities or any part thereof.

In addition to the permanent water line easement the City of Denton is hereby granted a temporary construction easement for the initial construction of said WATER LINE described as follows:

SEE ATTACHED "EXHIBIT B" FOR DESCRIPTION
OF TEMPORARY CONSTRUCTION EASEMENT
AND "EXHIBIT C" FOR ILLUSTRATION

UPON conclusion of said WATER LINE installation the temporary construction easement shall terminate.

TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand, this the 30th day of JUNE, A.D. 1997.

MUSKET CORPORATION

BY: [Signature]
TITLE: DIRECTOR

ACKNOWLEDGMENT

THE STATE OF Oklahoma
COUNTY OF Oklahoma

This instrument was acknowledged before me on June 20, 1997
by [Signature].

[Signature]
NOTARY PUBLIC
in and for the State of Oklahoma
Expires 2-29-2000

Accepted this 17th day of July, 1997
for the City of Denton, Texas (Resolution No. 91-073).

BY: [Signature]
Roger N. Wilkinson
Right-of-Way Agent

FOR ALAN PLUMMER, PARCEL NO. 183
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT 'A'
PERMANENT WATER LINE EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 8.5763 acre tract of land conveyed to the Musket Corporation (Musket tract) by deed as recorded in Volume 1630, Page 42 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the southwest property corner of the said Musket tract, said point also being the northwest property corner of a tract of land conveyed to Emma Jo Harris, Greg Harris, Joann Harris Reagan by deed recorded in Volume 3312, Page 588 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 00 degrees 08 minutes 52 seconds East along the westerly property line of the said Musket tract and along the said right-of-way line 60.00 feet to a point at the southwest property corner of Lot 1, Block 1 of Love's County Store Addition according to the plat as recorded in Cab. 1, Pg. 209 of the Plat Records of Denton County Texas, (P.R.D.C.T.);

THENCE, South 89 degrees 54 minutes 24 seconds East, along the northerly property line of said Musket tract and along the southerly property line of the said Lot 1, 316.23 feet to a point at the southeast property corner of said lot 1;

THENCE, North 00 degrees 07 minutes 32 seconds West, along the easterly property line of said Lot 1, and along the westerly property line of the said Musket tract, 442.22 feet to a point;

THENCE, South 89 degrees 49 minutes 26 seconds East, along a southerly property line of the said Lot 1, and along a northerly property line of said Musket tract, 165.00 feet to a point;

THENCE, North 00 degrees 10 minutes 34 seconds East, along the westerly property line of said Musket tract and along an easterly property line of the said Lot 1, 265.00 feet to a point on the northerly property line of the said Musket tract and on the southerly right-of-way line of Milam Road;

THENCE, South 89 degrees 48 minutes 08 seconds East along the said property line and along the said southerly right-of-way line, 20.00 feet to a point;

THENCE, South 00 degrees 10 minutes 34 seconds West 284.99 feet to a point;

THENCE, North 89 degrees 49 minutes 26 seconds West 154.89 feet to a point;

THENCE, South 00 degrees 07 minutes 32 seconds East 442.69 feet to a point;

THENCE, North 89 degrees 54 minutes 24 seconds West 316.33 feet to a point;

THENCE, South 00 degrees 08 minutes 26 seconds West 40.00 feet to a point being on the southerly property line of said Musket tract and on the northerly property line of said Harris tract;

THENCE, North 89 degrees 54 minutes 24 seconds West along the said property line, 20.00 feet to the POINT OF BEGINNING;

The proposed Permanent Water Line Easement being herein described contains 0.5688 acres (24,779 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner
Registered Professional Land Surveyor,
Texas No. 4183 Date of Survey 8-14-96



FOR ALAN PLUMMER, PARCEL NO. 188
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT 'B'
TEMPORARY CONSTRUCTION EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 8.5763 acre tract of land conveyed to the Musket Corporation (Musket tract) by deed as recorded in Volume 1630, Page 42 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING on the southerly property line of the said Musket tract, and being on the northerly property line of a tract of land conveyed to Emma Jo Harris, Greg Harris, Joann Harris Reagan by deed recorded in Volume 3312, Page 588 of the D.R.D.C.T.;

THENCE, North 00 degrees 08 minutes 26 seconds East 40.00 feet to a point;

THENCE, South 89 degrees 54 minutes 24 seconds East 316.33 feet to a point;

THENCE, North 00 degrees 07 minutes 32 seconds West 442.69 feet to a point;

THENCE, South 89 degrees 49 minutes 26 seconds East 154.89 feet to a point;

THENCE, North 00 degrees 10 minutes 34 seconds East 264.99 feet to a point on the southerly right-of-way line of Millam Road, and on the northerly property line of said Musket tract;

THENCE, South 89 degrees 48 minutes 08 seconds East along the said northerly property line and along the said southerly right-of-way line, 20.00 feet to a point;

THENCE, South 00 degrees 10 minutes 34 seconds West 304.98 feet to a point;

THENCE, North 89 degrees 49 minutes 26 seconds West 154.79 feet to a point;

THENCE, South 00 degrees 07 minutes 32 seconds East 442.66 feet to a point;

THENCE, North 89 degrees 54 minutes 24 seconds West 316.42 feet to a point;

THENCE, South 00 degrees 06 minutes 26 seconds West 20.00 feet to a point being on the southerly property line of said Musket tract and on the northerly property line of the said Harris tract;

THENCE, North 89 degrees 54 minutes 24 seconds West, along the said property lines 20.00 feet to the POINT OF BEGINNING;

The proposed Permanent Water Line Easement being herein described contains 0.5688 acres (24,778 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner
Registered Professional Land Surveyor,
Texas No. 4183 Date of Survey 8-14-96



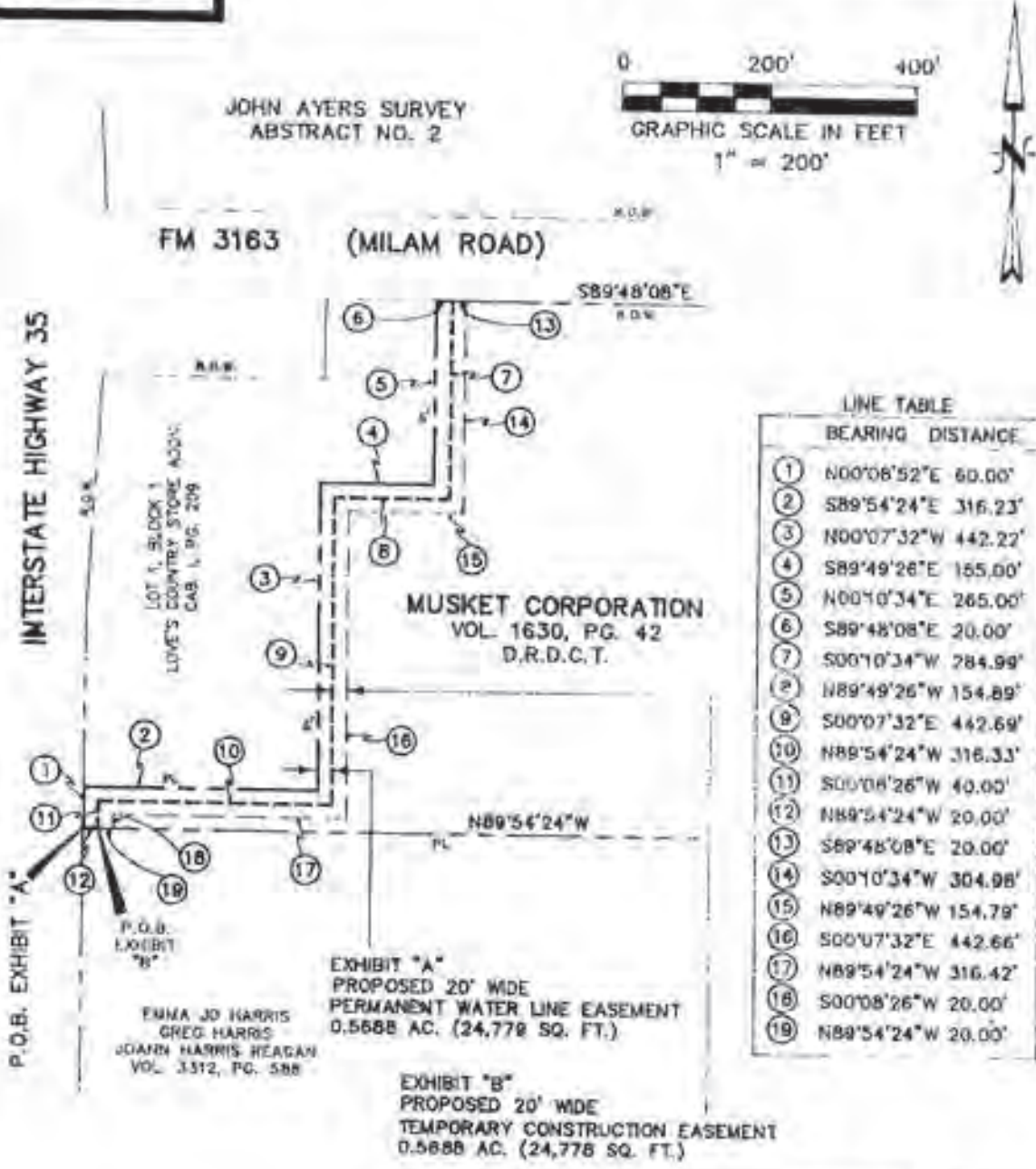
SURVEY: JOHN AYERS SURVEY, A-2
 LOCATION: DENTON COUNTY, TEXAS
 WHOLE PROPERTY AREA: 8.5763 AC.
 PERMANENT WATER LINE ESMT.: 0.5688 AC.
 TEMPORARY CONSTRUCTION ESMT.: 0.5688 AC.

PARCEL 183 FOR ACAD PLUMMER

SANGER WATER LINE
 DENTON TO SANGER, TEXAS
 UPPER TRINITY
 REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"



LINE TABLE

BEARING	DISTANCE
1	N00°06'52"E 60.00'
2	S89°54'24"E 316.23'
3	N00°07'32"W 442.22'
4	S89°49'26"E 155.00'
5	N00°10'34"E 265.00'
6	S89°48'08"E 20.00'
7	S00°10'34"W 284.99'
8	N89°49'26"W 154.89'
9	S00°07'32"E 442.69'
10	N89°54'24"W 316.33'
11	S00°08'26"W 40.00'
12	N89°54'24"W 20.00'
13	S89°48'08"E 20.00'
14	S00°10'34"W 304.98'
15	N89°49'26"W 154.79'
16	S00°07'32"E 442.66'
17	N89°54'24"W 316.42'
18	S00°08'26"W 20.00'
19	N89°54'24"W 20.00'

SPOONER & ASSOC.
 REGISTERED PROFESSIONAL
 LAND SURVEYORS



352 HURST BLVD.
 HURST, TX 76053
 (817) 262-6981

JOB NO.: 491-1-96
 DATE: 8-12-96
 COGD FILE: 491-SANG
 ACAD FILE: 491-183
 DRAWN BY: L.W.G.
 COMPUTED BY: S.G.S.
 CHECKED BY: S.G.S.

Return to:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY
CLERK

On Aug 27 1997
At 8:35am

Doc/Num : 97-R0059181
Doc/Type : E05
Recording: 13.00
Doc/Agmt : 5.00
Receipt #: 27751
Deputy - BRANDIE

4463 00896

EASEMENT

THE STATE OF TEXAS, §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

113642

THAT Musket Corporation, (GRANTOR) in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration in hand paid by the City of Denton, Texas, (GRANTEE) receipt of which is heraby acknowledged, does by these presents grant, bargain, sell and convey unto the City of Denton, Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following described property, owned by Grantor and situated in Denton County, Texas, in the John Ayers Survey, Abstract No. 2.

SEE ATTACHED EXHIBIT "A"

And it is further agreed that the Grantee in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

For the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining public utilities in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workman and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to said public facilities or any part thereof.

4463 00897

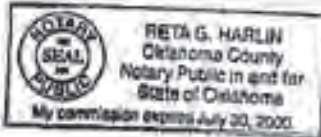
TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand, this the 1st day of November, 1999.

Market Corporation
By: Greg Love
Title: President

THE STATE OF OKLAHOMA §
COUNTY OF Okla. §

This instrument was acknowledged before me on this the 1st day of Nov., 1999, by Greg Love.



Reta G. Harlin
Notary Public, in and for the State of Okla.

Accepted this the NOVEMBER 8th day of NOVEMBER 1999 for the City of Denton, Texas (Resolution No. 91-073).

BY: Paul Williamson
Paul Williamson
Right-of-Way Agent

RETURN TO: City of Denton
221 N. Elm Street
Denton, Texas 76201
ATTN: Paul Williamson

1463 00898

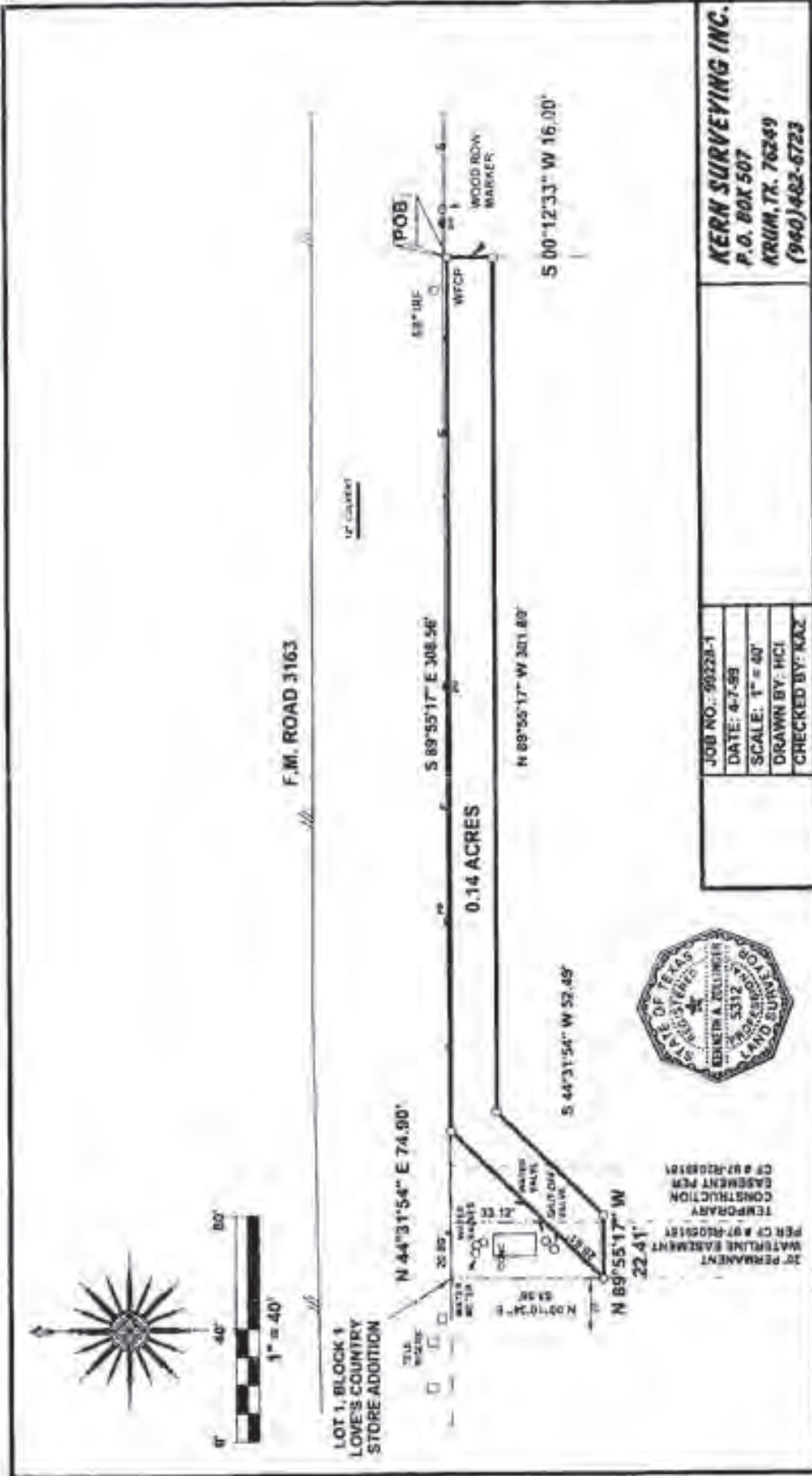
EXHIBIT "A"

16' UTILITY EASEMENT

FIELD NOTES to all that certain tract of land situated in the John Ayers Survey, Abstract # 2, Denton County, Texas and being a part of a called 13.7027 acre tract described in deed from Stuckey's Inc. To Musket Corporation recorded in Volume 1630, Page 42, Real Property Records, Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING for the Northeast corner of the herein described tract at a wood fence corner post in the South right-of-way of F.M. Road 3163 at the Northeast corner of said 13.7027 acre tract;
THENCE South 00 Degrees 12 Minutes 33 Seconds West with the East line thereof a distance of 16.00 feet to a point;
THENCE North 89 Degrees 55 Minutes 17 Seconds West a distance of 301.80 feet to a point;
THENCE South 44 Degrees 31 Minutes 54 Seconds West a distance of 52.49 feet to a point;
THENCE North 89 Degrees 55 Minutes 17 Seconds West a distance of 22.41 feet to a point;
THENCE North 44 Degrees 31 Minutes 54 Seconds East a distance of 74.90 feet to a point in the South right-of-way of said road;
THENCE South 89 Degrees 55 Minutes 17 Seconds East with the South right-of-way of said road and North line of said 13.7027 acre tract a distance of 308.56 feet to the PLACE OF BEGINNING and enclosing 0.14 acres of land more or less.

Prepared by Kern Surveying, Inc.
P.O. Box 507
Krum, Texas 76249



LOT 1, BLOCK 1
LOVE'S COUNTRY
STORE ADDITION

F.M. ROAD 3163

0.14 ACRES



30 PERMANENT
WATERLINE EASEMENT
PER CP # 97-4008181
TEMPORARY
CONSTRUCTION
EASEMENT PER
CP # 97-4008181

JOB NO.: 99228-1
DATE: 4-7-99
SCALE: 1" = 40'
DRAWN BY: HCI
CHECKED BY: KAZ

KERN SURVEYING INC.
P.O. BOX 507
KRUM, TX. 76249
(940) 482-6723

0463 00900

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Nov 08 1999
At 11:25am

Doc/Num : 99-RB113602
Doc/Type : EAS
Recording: 11.00
Doc/Regt : 6.00
Receipt #: 44773
Deputy - Christy

EXHIBIT A
PARCEL 074-14 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 19,325 square foot (0.4436 acre) tract of land situated in the John Ayers Survey, Abstract No. 2, Denton County, Texas, and being part of a called 13.7027 acre tract of land described in the Warranty Deed to Musket Corporation, recorded in Volume 1630, Page 42, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the southernmost southwest corner of the said called 13.7027 acre tract, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), from which a 5/8-inch iron rod found bears South 89°31'58" East, a distance of 1.04 feet;

THENCE South 89°31'58" East, along the south line of the said called 13.7027 acre tract, a distance of 291.97 feet to the **POINT OF BEGINNING**, and being at the beginning of a curve to the right having a central angle of 36°36'27", a radius of 1242.00 feet, a chord bearing and distance of North 44°02'25" East, 780.11 feet;

THENCE in a northeasterly direction, departing the said south line, and along said curve to the right, an arc distance of 793.54 feet to a point for corner in the east line of the said called 13.7027 acre tract;

THENCE South 0°14'06" West, along the said east line, a distance of 28.37 feet to a 5/8-inch iron rod with "KHA" cap set for corner, and being at the beginning of a non-tangent curve to the left having a central angle of 35°25'33", a radius of 1217.00 feet, a chord bearing and distance of South 44°00'23" West, 740.54 feet;

THENCE in a southwesterly direction, departing the said east line, and along said curve to the left, an arc distance of 752.47 feet to a point for corner in the said south line of the called 13.7027 acre tract;

THENCE North 89°31'58" West, along the said south line, a distance of 27.71 feet to the **POINT OF BEGINNING** and containing 19,325 square feet or 0.4436 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

J.D. Wargo 2/11/22
JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



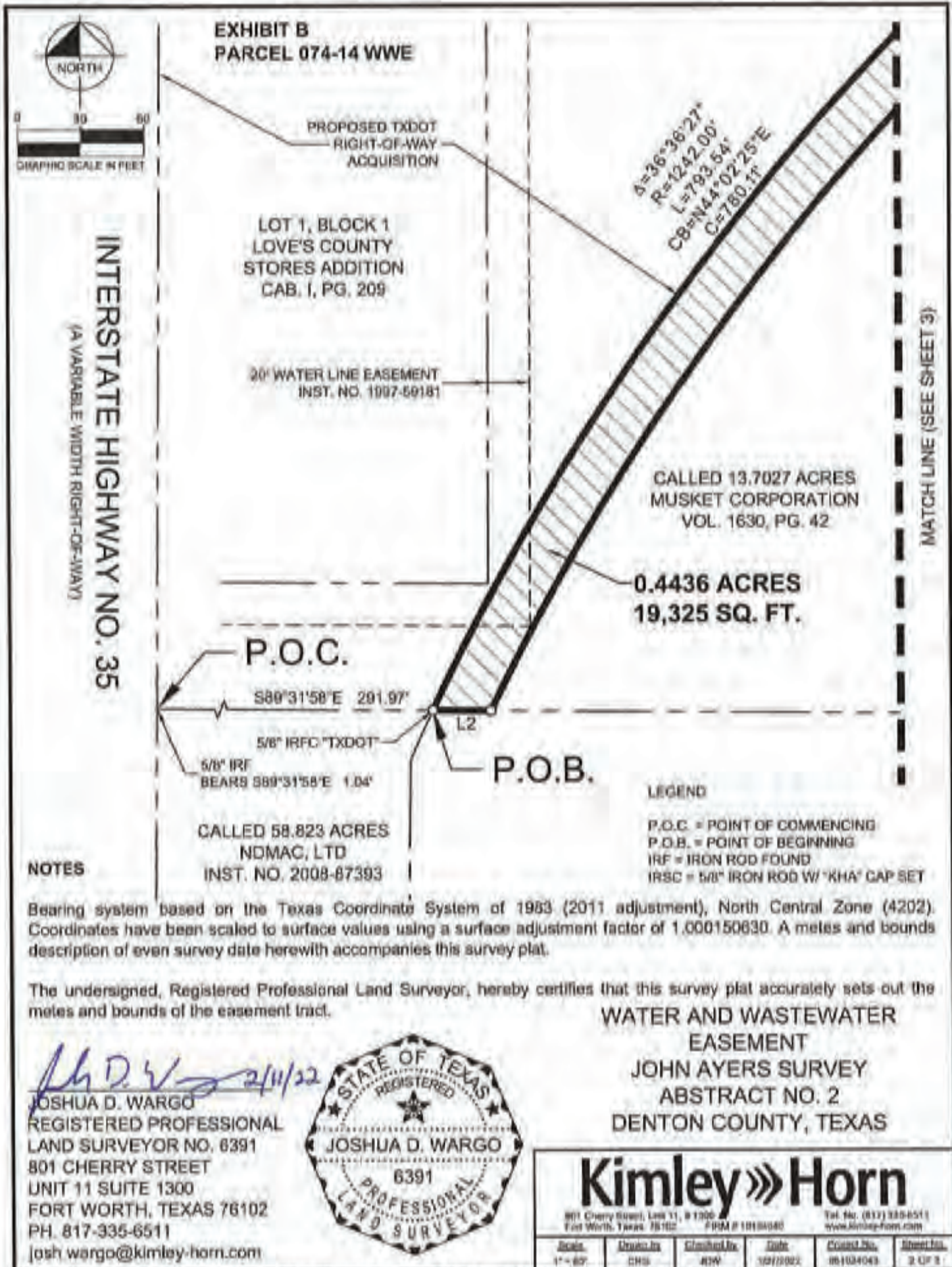
**WATER AND WASTEWATER
 EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 PRM # 10194040

Tel. (817) 335-6511
 www.kimleyhorn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
N/A	CRD	JW	1/27/2022	001024040	1 OF 2



LEGEND
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRF = IRON ROD FOUND
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

J.D.W. 2/11/22
JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



**WATER AND WASTEWATER
 EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Low 11, #1300 Fort Worth, Texas 76102 FIRM # 18184040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale 1" = 80'	Drawn by CHS	Checked by JHW	Date 10/2/2022	Sheet No. 061034043	Sheet Tot. 2 OF 3
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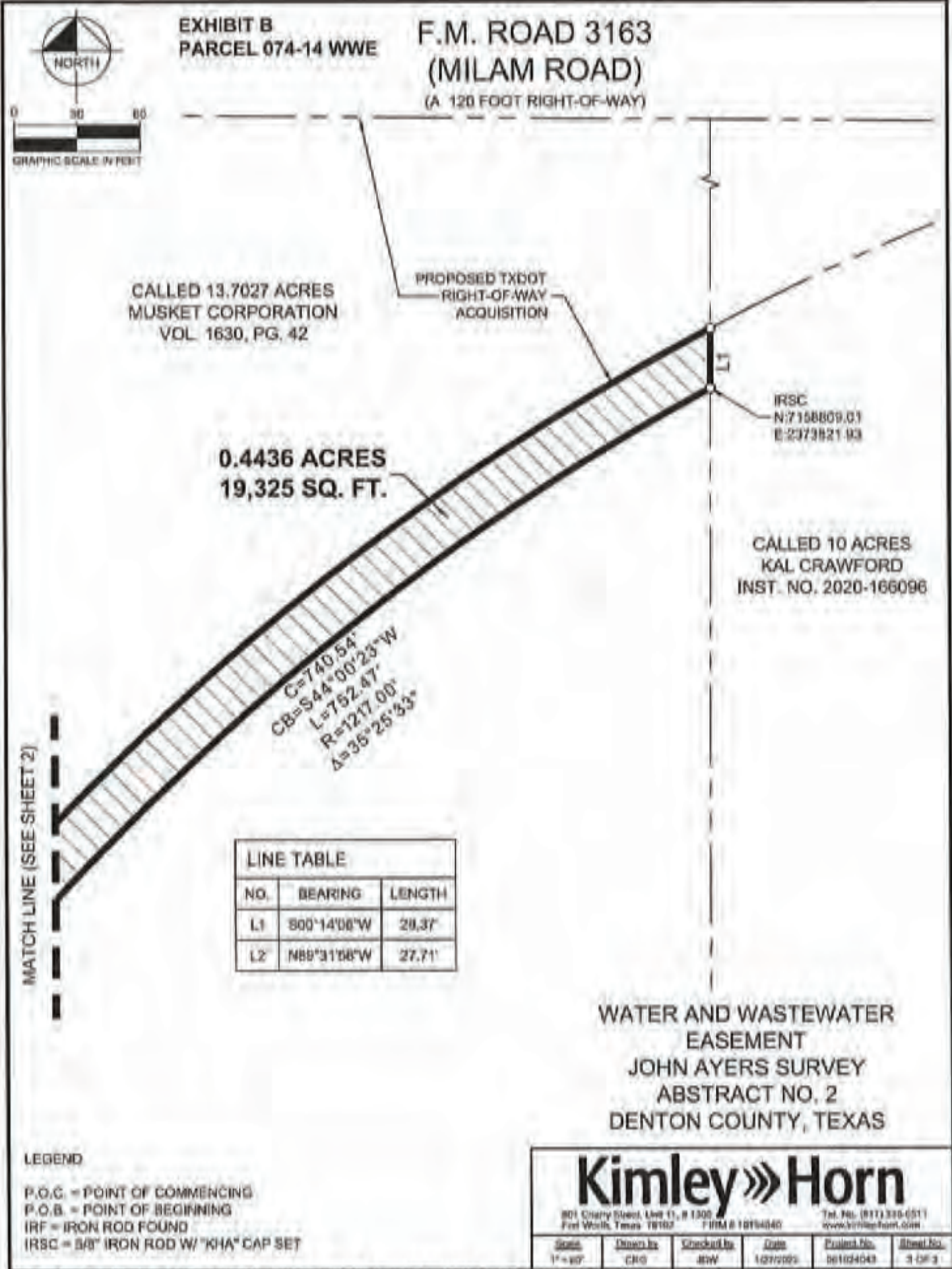


EXHIBIT B
PARCEL 074-14 WWE

F.M. ROAD 3163
(MILAM ROAD)
(A 120 FOOT RIGHT-OF-WAY)



CALLED 13.7027 ACRES
MUSKET CORPORATION
VOL. 1630, PG. 42

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

0.4436 ACRES
19,325 SQ. FT.

IRSC
N:7158809.01
E:2973821.93

CALLED 10 ACRES
KAL CRAWFORD
INST. NO. 2020-166096

C=740.54'
CB=S44°00'23\"/>

MATCH LINE (SEE SHEET 2)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°14'08\"/>	

WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRF = IRON ROD FOUND
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn

801 Cherry Street, Suite 11, # 1305
Frost, Texas 76102 FIRM # 18194840 Tel. No. (817) 335-0511
www.kimleyhorn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=30'	CRG	JRW	10/27/2022	061024043	3 OF 3

U00017637

TxDOT Highway Project Number:

0195-02-074

TxDOT Parcel 16

RCSJ 0195-02-079

From: US77/Barthold Dr.

To: Milam Rd

Utility Longitudinal Stations:

Sta 2358+08 RT to Sta 2360+11 RT

Existing Easement

Instrument Number

2020-166096

BEING 0.3524 ACRES IN
THE JOHN AYERS SURVEY A-2,
BEING PART OF A 10 ACRE TRACT
KURT WILLIAM CRAWFORD
CITY OF DENTON, DENTON COUNTY, TEXAS

Denton County
Juli Luke
County Clerk



VG-202-2020-166096

Instrument Number: 166096

Real Property Recordings

DEED

Recorded On: October 16, 2020 02:31 PM

Number of Pages: 5

*** Examined and Charged as Follows: ***

Total Recording: \$42.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 166096
Receipt Number: 20201016000627
Recorded Date/Time: October 16, 2020 02:31 PM
User: Jessica M
Station: Station 4

Record and Return To:

KURT WILLAIM CRAWFORD
142 MAYWOOD CIR
COPPELL TX 75019



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**WARRANTY DEED
(10 Acres)**

STATE OF TEXAS

§

Know All Men By These Presents:

§

COUNTY OF DENTON

§

THAT Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share A, and Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share B, such trust having been established under that certain revocable trust agreement originally dated December 30, 1992, amended for the first time on April 21, 2003, for the second time on June 24, 2003, for the third time on June 9, 2015, for a fourth time on February 29, 2016, and for the fifth time on March 31, 2016 (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by Kal Crawford, (referred to as "Grantee"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of Grantors' interests in and to the following real property together with all improvements situated thereon (such interest is hereinafter referred to as "Subject Property"):

All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, and being a part of a certain 165.9 acre tract as conveyed by Deed dated December 9, 1952, from Arnold Christian Trietsch and wife, Ruby L. Trietsch to J.E. Gentsch and wife, Winnie Gentsch, as shown of record in Volume 384, Page 629 of the Deed Records of Denton County, Texas; being out of the John Ayres League and Labor Survey, Abstract No. 2 and being more particularly described as follows:

BEGINNING at a steel pin and a fence corner post in the South Boundary Line of Farm-to-Market Road No. 3136; (the width of said FM Road No. 3136 at this point being 120 feet); said point of beginning being in the East Boundary Line of a 14.426 acre tract of land as conveyed by Deed dated February 4, 1961, from J.E. Gentsch and wife, Winnie D. Gentsch, to Stuckey's Stores, Inc., as recorded in Volume 464, Page 299 of the Deed Records of Denton County, Texas;

THENCE South, 89 degrees, 12 minutes West, and parallel with the East Boundary Line of Stuckey's Stores, Inc. 14.426 acre tract, 767.00 feet, to a steel pin for corner;

THENCE North 89 degrees, 44 minutes West, and parallel to the South Boundary Line to Farm-to-Market Road 3136, 567.93 feet, to a steel pin and fence corner post for the Southeast Corner of said Stuckey's Stores, Inc., 14.426 acre tract;

THENCE North 00 degrees, 12 minutes East, along fence line and the East Boundary Line of said Stuckey's Stores, Inc. tract, 767.00 feet to point of beginning, and containing 10 acres of land.

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term Subject Property shall refer to and include the property described in this paragraph.

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in Denton County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, subject to the terms and provisions contained herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and such Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto each Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on the 5th day of October, 2020.

Kurt William Crawford
Kurt William Crawford, Trustee of the William
A. Crawford and Gladys H. Crawford
Revocable Living Trust Share A

Kurt William Crawford
Kurt William Crawford, Trustee of the William
A. Crawford and Gladys H. Crawford
Revocable Living Trust Share B

Address of Grantees:

KURT WILLIAM CRAWFORD, TRUSTEE
142 MAYWOOD CIR
COPPELL TX 75019-4025

After Recording Return to:

KURT WILLIAM CRAWFORD, TRUSTEE
142 MAYWOOD CIR
COPPELL TX 75019-4025

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 5th day of October, 2020, by Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share A.



Reni Kirsch

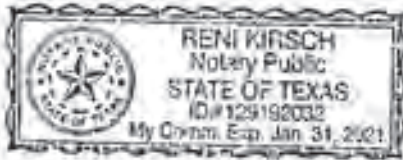
Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 5th day of October, 2020, by Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share B.



Reni Kirsch

Notary Public, State of Texas

**EXHIBIT A
PARCEL 074-16 WWE**

**LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT**

BEING a 15,352 square foot (0.3524 acre) tract of land situated in the John Ayers Survey, Abstract No. 2, Denton County, Texas, and being part of a called 10 acre tract of land described in the Warranty Deed to Kal Crawford, recorded in Instrument No. 2020-166096, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of the said called 10 acre tract, and being in the south right-of-way line of F.M. Road 3163 (Miami Road) (a 120 foot right-of-way);

THENCE South 0°37'40" West, along the east line of the said called 10 acre tract, a distance of 92.86 feet to the **POINT OF BEGINNING**;

THENCE South 0°37'40" West, continuing along the said east line, a distance of 35.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 89°57'36" West, departing the said east line, a distance of 41.56 feet to a point for corner;

THENCE North 71°31'03" West, a distance of 31.48 feet to a point for corner;

THENCE South 89°57'36" West, a distance of 221.41 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 14°04'34", a radius of 1217.00 feet, a chord bearing and distance of South 68°45'27" West, 298.24 feet;

THENCE in a southwesterly direction, along said curve to the left, an arc distance of 298.99 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the west line of the said called 10 acre tract;

THENCE North 0°14'06" East, along the said west line, a distance of 26.37 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 13°35'44", a radius of 1242.00 feet, a chord bearing and distance of North 69°08'30" East, 294.02 feet;

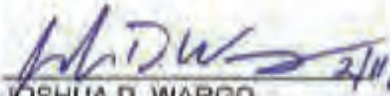
THENCE in a northeasterly direction, departing the said west line, and along said curve to the right, an arc distance of 294.71 feet to a point for corner;

THENCE North 89°57'36" East, a distance of 296.32 feet to the **POINT OF BEGINNING** and containing 15,352 square feet or 0.3524 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.


JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS**

Kimley»Horn

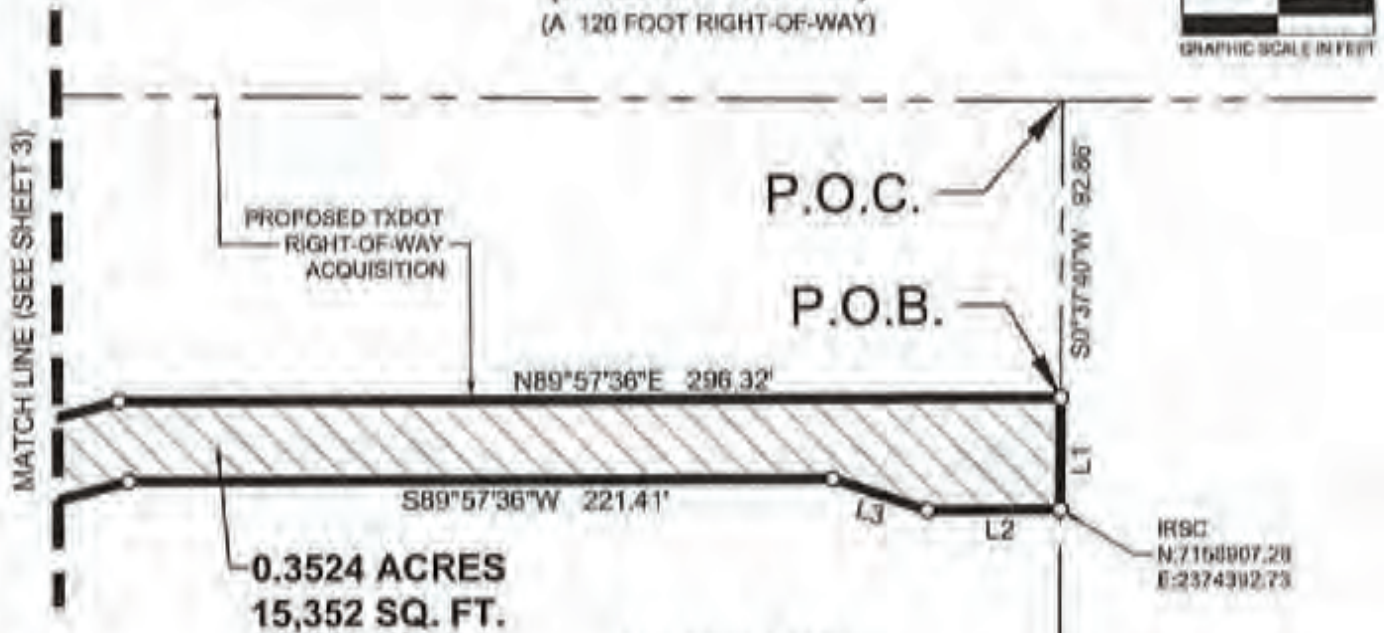
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 TWM # 10194840

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CHD	JW	10/29/2020	001204043	1 OF 3

**EXHIBIT B
PARCEL 074-16 WWE**

**F.M. ROAD 3163
(MILAM ROAD)
(A 120 FOOT RIGHT-OF-WAY)**



**0.3524 ACRES
15,352 SQ. FT.**

CALLED 10 ACRES
KAL CRAWFORD
INST. NO. 2020-166096

CALLED 58.823 ACRES
NDMAC, LTD
INST. NO. 2008-87393

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°37'40\"W	36.00'
L2	S88°57'36\"W	41.50'
L3	N71°31'03\"W	31.48'
L4	N00°14'08\"E	28.37'

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8\" IRON ROD W/ \"KHA\" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

J.D. Wargo 2/11/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



**WATER AND WASTEWATER
EASEMENT**
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

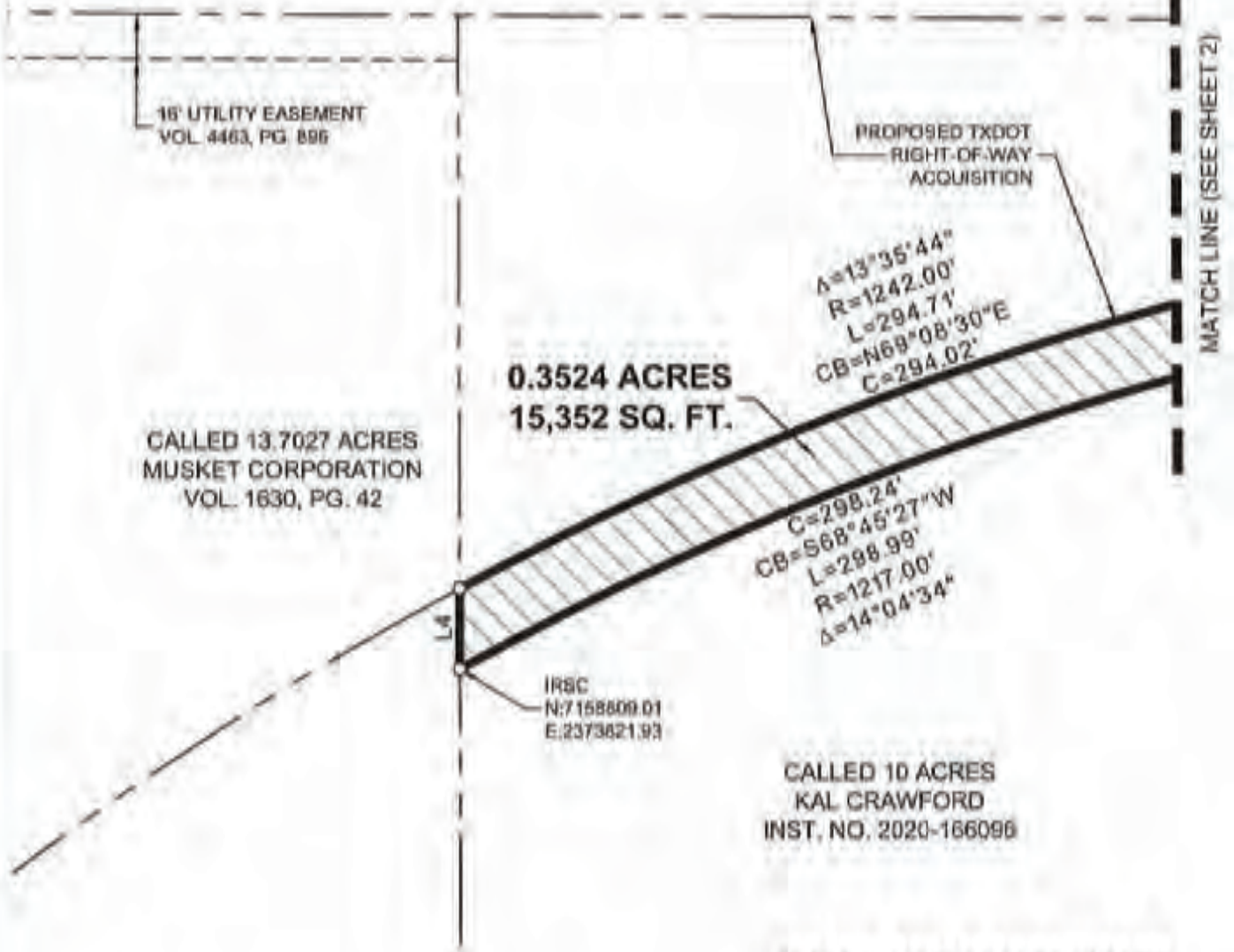
Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 1818546		Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Drawn No.	Sheet No.
1" = 60'	CRG	JDW	10/19/22	051024048	2 OF 3

**EXHIBIT B
PARCEL 074-16 WWE**



**F.M. ROAD 3163
(MILAM ROAD)
(A 120 FOOT RIGHT-OF-WAY)**



16' UTILITY EASEMENT
VOL. 4463, PG. 896

PROPOSED TXDOT
RIGHT-OF-WAY
ACQUISITION

**0.3524 ACRES
15,352 SQ. FT.**

CALLED 13.7027 ACRES
MUSKET CORPORATION
VOL. 1630, PG. 42

$\Delta=13^{\circ}35'44''$
 $R=1242.00'$
 $L=294.71'$
 $CB=N68^{\circ}08'30''E$
 $C=294.02'$

$C=298.24'$
 $CB=S68^{\circ}45'27''W$
 $L=298.99'$
 $R=1217.00'$
 $\Delta=14^{\circ}04'34''$

IRSC
N: 7158609.01
E: 2373621.93

CALLED 10 ACRES
KAL CRAWFORD
INST. NO. 2020-166096

**WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS**

LEGEND

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
 981 Cherry Street, Suite 11, #1300 Fort Worth, Texas 76102
 Tel: (817) 335-6811 www.kimley-horn.com
 FIRM # 10194050

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	CHD	JOW	1/27/2023	061024H3	3 OF 3

Certificate Of Completion

Envelope Id: 2747E5F48C3D42B6AB35B03FD9236146	Status: Completed
Subject: Complete with DocuSign: U00017637_Complete SUA_City of DentonPart-1.pdf, U00017637_Complete SUA...	
Source Envelope:	
Document Pages: 216	Signatures: 5
Certificate Pages: 5	Initials: 27
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jose Olivares
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	Jose.Olivares@txdot.gov
	IP Address: 204.64.21.247

Record Tracking

Status: Original	Holder: Jose Olivares	Location: DocuSign
7/31/2023 3:23:10 PM	Jose.Olivares@txdot.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: DocuSign

Signer Events

Sara Hensley
 Sara.Hensley@cityofdenton.com
 City Manager
 City of Denton
 Security Level: Email, Account Authentication (Optional)

Signature




Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Timestamp

Sent: 7/31/2023 3:44:05 PM
 Viewed: 7/31/2023 3:49:50 PM
 Signed: 7/31/2023 3:51:51 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/13/2021 9:28:56 AM
 ID: 5f539cc8-796b-401d-b6e3-eeba072b5a62

Lesley Taylor
 Lesley.Taylor@txdot.gov
 Texas Department of Transportation
 Security Level: Email, Account Authentication (Optional)




Signature Adoption: Pre-selected Style
 Using IP Address: 204.64.21.250

Sent: 7/31/2023 3:52:18 PM
 Viewed: 7/31/2023 4:34:57 PM
 Signed: 7/31/2023 4:42:10 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Darla Payberah
 Darla.Payberah@txdot.gov
 Utility and Survey Supervisor
 TXDOT
 Security Level: Email, Account Authentication (Optional)



Signature Adoption: Pre-selected Style
 Using IP Address: 108.71.183.12
 Signed using mobile

Sent: 7/31/2023 4:42:36 PM
 Viewed: 7/31/2023 5:03:27 PM
 Signed: 7/31/2023 5:05:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

James T. Campbell
 James.Campbell@txdot.gov
 Director or TP&D
 Texas Department of Transportation
 Security Level: Email, Account Authentication (Optional)



Signature Adoption: Uploaded Signature Image
 Using IP Address: 204.64.21.251

Sent: 7/31/2023 5:05:40 PM
 Viewed: 8/1/2023 8:27:12 AM
 Signed: 8/1/2023 8:27:14 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
John Hudspeth John.Hudspeth@txdot.gov Deputy District Engineer Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.64.21.251	Sent: 8/1/2023 8:27:35 AM Viewed: 8/2/2023 9:33:41 AM Signed: 8/2/2023 9:34:10 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/31/2023 3:44:05 PM
Certified Delivered	Security Checked	8/2/2023 9:33:41 AM
Signing Complete	Security Checked	8/2/2023 9:34:10 AM
Completed	Security Checked	8/2/2023 9:34:10 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.



AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: July 13, 2026

SUBJECT

Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement (“Agreement”) by and between the City of Denton (“City”) and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of city facilities of both water and wastewater utilities along IH-35E from US 380/University to Milam Road (“ Utility Relocations Project” (TxDOT CSJ# 0195-03-087)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed \$13,898,958.57 for water and wastewater utility relocation; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

BACKGROUND

TxDOT has expanded their right-of-way through the I-35 corridor within City limits with plans of widening I-35 and frontage roads. The City was responsible for relocating the City’s utilities located within the recently acquired TxDOT right-of-way. The relocation limits expand from the US-380 intersection in the south to Milam Road in the north.

To meet TxDOT’s anticipated roadway construction schedule, the City’s I-35/US-380 to Milam Utility Relocation Project relocated both water and wastewater utilities out of TxDOT’s recently expanded right-of-way.

After the project’s completion and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed with TxDOT to increase the estimated reimbursement amount from \$12,698,742.56 to \$13,898,958.57. The increase of \$1,200,216.01 includes authorized change orders, early finish incentive authorized by TxDOT, material over & under-runs, actual easement costs with third party attorney fees, and a third-party inspection services contract.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On July 18, 2023, The City of Denton authorized the Standard Utility Agreement with TxDOT approving reimbursements in the amount of \$12,698,742.56 (Ordinance No. 23-1271).

ESTIMATED SCHEDULE OF PROJECT

The City’s I-35/US-380 to Milam Utility Relocation Project began construction in July 2023 and completed in May 2024, for a total of 300 calendar days of contracted construction.

FISCAL INFORMATION

The City’s reimbursable financial obligation would increase by \$1,200,216.01, totaling \$13,898,958.57 in TxDOT reimbursements. The funding was provided from account 630471523.1365.40100 (W Project Funding) and 640420545.1365.40100 (WW Project Funding). Reimbursements requested to date, \$9,349,052.73, and have been deposited into accounts 5410.5908 (WW) and 5170.5908 (W).

EXHIBITS

- Exhibit 1 – Agenda Information Sheet
- Exhibit 2 – Ordinance and Agreement
- Exhibit 3 – Original Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact Shawn Messick at 940-349-8390.

Legal point of contact: Trerod Hall at 940-349-8336.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL NO.1 TO THE WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON (“CITY”) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISITION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG IH-35E FROM US 380/UNIVERSITY TO MILAM ROAD (“UTILITY RELOCATIONS PROJECT” (TXDOT CSJ# 0195-03-087)), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$13,898,958.57 FOR WATER AND WASTEWATER UTILITY RELOCATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, City Council authorized Ordinance No. 23-1272 for approval and execution of the Standard Utility Agreement for water and wastewater utility relocations on project U00011547 in the amount of \$12,698,742.56; and

WHEREAS, the supplemental No. 1 to the Standard Utility Agreement U00011547 for water and wastewater relocations will increase the reimbursement available to the City by an additional \$1,200,216.01 for all eligible costs associated with the City’s IH-35E Utility Relocation Project from US 380/University to Milam Road for a total reimbursement of \$13,898,958.57; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in the amount of Thirteen Million, Eight Hundred Ninety-Eight Thousand, Nine Hundred Fifty-Eight and 57/100 Dollars (\$13,898,958.57) for the Utility ID No. U00011547.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City, Supplemental No. 1 to the Water and Wastewater Standard Utility Agreements No. U00011547, a copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

SECTION 5. That this ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor, Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: 



Standard Utility Agreement Supplemental Agreement No. 1 to U Number N/A Utility ID U000011547

District: Dallas
ROW Project ID: R00002954
ROW CSJ: 0195-03-091
Construction CSJ: 0195-03-087
Proposed Highway Project Letting Date: 9/1/2023

County: Denton
Highway: IH 35
From: US 380
To: US 77

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on August 2, 2023 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: costs for material under & over-runs, authorized change orders required for the successful completion, easement cost to include the 3rd party attorney fees for the project and the 3rd party inspection services contract. Buy America Attachment A Items Items 28, 29, 30, and 31 were changed to HDPE which does not need to meet Buy America, Items 35, 36, 37, and 38 are small service items and falls under the small fittings section and have been removed from the Buy America requirement. The incentive payment "Incentive" for timely completion of the Work shall be \$2,000 per day limited to {180} days. The Contractor will earn the Incentive for each Day that the Work is Complete prior to the Contract Time of {300} Calendar Days taking into account any additional time extensions as documented in an approved Change Order. The Completion Date will be the date determined by the City and as stated on the Letter of Final Acceptance issued by the City. Contractor finished 90 days early, by percentage of contract value this agreement is for 55 days of the 90 days, which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is increased or decreased to a total of \$13,898,958.57, or no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

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

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Denton

By: _____

Title: City Manager

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

<p style="text-align: center;">THE STATE OF TEXAS</p> <p>Executed and approved for the Texas Transportation Commission 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.</p> <p>By: _____ District Engineer (or designee)</p> <p>Date: _____</p>

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” (Continued) Plans, Specifications, and Estimated Costs

Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) *Articles, materials, or supplies that have been:*

(i) *Processed into a specific form and shape; or*

(ii) *Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*

(2) *If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

Signature

Title

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

City of Denton

Construction: Mountain Cascade (see attached)	
Water	\$6,721,077.00
Wastewater	\$2,916,661.00
Change Orders	\$78,692.00
Project Scheduling Incentive \$2,000 Per Day (Up to 180 Days) \$2,000 x 55 Days	\$110,000
City of Denton Staff Time (see attached)	\$412,436.09
City of Denton Staff 42% Labor Burden	\$173,223.16
Engineering Kimley-Horn and Associates (see attached)	\$766,715.87
Raba Kistner 3 rd Party Inspection	\$262,500
Replacement Easements (see attached)	\$2,325,466.09
3 rd Party Attorney Fees	\$132,187.36
Total	\$13,898,958.57

Utility Adjustment for TxDOT Project

TxDOT STANDARD
SUA ESTIMATE

Comparative Estimate

City of Denton
US 380 to Milam

RCSJ: 0195-03-091
Utility ID#: U00011547
UNUMBER: N/A

ESTIMATE INCLUDING BETTERMENT
 ACTUAL COST
 SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Percent of Difference 9%

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable		0.00%	\$ -
SUBTOTAL				\$ -

Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
4" Water Meter, Vault and Appurtenances	EA	1	\$55,000.00	\$ 55,000.00
8" Detector Check, Vault and Appurtenances*	39 EA	1	\$65,000.00	\$ 65,000.00
6" Gate Valve*	40 EA	2	\$4,000.00	\$ 8,000.00
8" Gate Valve*	41 EA	11	\$5,500.00	\$ 60,500.00
12" Gate Valve*	42 EA	26	\$7,500.00	\$ 195,000.00
16" Gate Valve*	43 EA	6	\$19,000.00	\$ 114,000.00
2" Air Release Valve and Vault*	49 EA	3	\$25,000.00	\$ 75,000.00
Fire Hydrant Assembly*	50 EA	17	\$8,500.00	\$ 144,500.00
20" HDPE Water Carrier Pipe	LF	468	\$150.00	\$ 70,200.00
20" HDPE Pressure Pipe, Water	LF	1941	\$250.00	\$ 485,250.00
8" PVC Sanitary Sewer Carrier Pipe	LF	201	\$60.00	\$ 12,060.00
12" PVC Sanitary Sewer Carrier Pipe	LF	252	\$80.00	\$ 20,160.00
6" HDPE Force Main Carrier Pipe	LF	476	\$60.00	\$ 28,560.00
12" HDPE Force Main Carrier Pipe	LF	599	\$80.00	\$ 47,920.00
4' Concrete Manhole*	73 EA	17	\$14,000.00	\$ 238,000.00
4' Drop Concrete Manhole*	74 EA	2	\$20,000.00	\$ 40,000.00
5' Concrete Manhole*	75 EA	3	\$15,000.00	\$ 45,000.00
4' Extra Depth Concrete Manhole*	76 VF	40	\$500.00	\$ 20,000.00
5' Extra Depth Concrete Manhole*	77 VF	29	\$700.00	\$ 20,300.00
6" HDPE Pressure Pipe, Force Main	LF	221	\$280.00	\$ 61,880.00
8" HDPE Pressure Pipe, Force Main	LF	85	\$240.00	\$ 20,400.00
12" HDPE Pressure Pipe, Force Main	LF	144	\$220.00	\$ 31,680.00
8" PVC Gravity Sewer Pipe	LF	1310	\$280.00	\$ 366,800.00
12" PVC Gravity Sewer Pipe	LF	2211	\$240.00	\$ 530,640.00
6" Sewer Service	EA	8	\$2,500.00	\$ 20,000.00
8" HDPE Water Carrier Pipe	LF	217	\$110.00	\$ 23,870.00
12" HDPE Water Carrier Pipe	LF	1523	\$150.00	\$ 228,450.00
6" PVC Water Pressure Pipe	LF	40	\$220.00	\$ 8,800.00
8" PVC Water Pressure Pipe	LF	911	\$340.00	\$ 309,740.00
12" PVC Water Pressure Pipe	LF	6133	\$236.00	\$ 1,447,388.00
Authorized Change Orders				
Sodding (22)	SY	-2861	\$7.00	\$ (20,027.00)
30" Casing by OTOC*	27 LF	10	\$700.00	\$ 7,000.00
8" PVC Pressure Water Pipe	LF	935	\$340.00	\$ 317,900.00
12" PVC Pressure Water Pipe	LF	-804	\$236.00	\$ (189,744.00)
Traffic Control	SY	4	\$15,000.00	\$ 60,000.00
Remove Utility Junction Structure	EA	1	\$25,000.00	\$ 25,000.00
Flexible Paving Repair for Utility Trench	SY	-251	\$140.00	\$ (35,140.00)
Concrete Paving Repair for Utility Trench*	18 SY	-362	\$220.00	\$ (79,640.00)
Sodding (63)	SY	-951	\$7.00	\$ (6,657.00)
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ 4,794,098.00

MATERIALS SUBTOTAL	\$	4,794,098.00
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* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater. Sum of De Minimus Items \$0.00

TxDOT contractor labor - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Sample Item				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
8"x8" Tapping Sleeve & Valve (City Performed)*	44 EA	1	\$7,800.00	\$ 7,800.00
6" Water Main Connection with Shutdown	EA	2	\$9,000.00	\$ 18,000.00
8" Water Main Connection with Shutdown	EA	12	\$9,500.00	\$ 114,000.00
12" Water Main Connection with Shutdown	EA	5	\$12,000.00	\$ 60,000.00
16" Water Main Connection with Shutdown	EA	3	\$19,000.00	\$ 57,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable		0.00%	\$ -
SUBTOTAL				\$ 256,800.00

External Labor Costs - documented with Invoices and / or checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
EA	1	\$55,000.00	\$ 55,000.00	\$ -
EA	1	\$65,000.00	\$ 65,000.00	\$ -
EA	2	\$4,000.00	\$ 8,000.00	\$ -
EA	11	\$5,500.00	\$ 60,500.00	\$ -
EA	26	\$7,500.00	\$ 195,000.00	\$ -
EA	6	\$19,000.00	\$ 114,000.00	\$ -
EA	3	\$25,000.00	\$ 75,000.00	\$ -
EA	17	\$8,500.00	\$ 144,500.00	\$ -
LF	468	\$150.00	\$ 70,200.00	\$ -
LF	1941	\$250.00	\$ 485,250.00	\$ -
LF	201	\$60.00	\$ 12,060.00	\$ -
LF	252	\$80.00	\$ 20,160.00	\$ -
LF	476	\$60.00	\$ 28,560.00	\$ -
LF	599	\$80.00	\$ 47,920.00	\$ -
EA	17	\$14,000.00	\$ 238,000.00	\$ -
EA	2	\$20,000.00	\$ 40,000.00	\$ -
EA	3	\$15,000.00	\$ 45,000.00	\$ -
VF	40	\$500.00	\$ 20,000.00	\$ -
VF	29	\$700.00	\$ 20,300.00	\$ -
LF	221	\$280.00	\$ 61,880.00	\$ -
LF	85	\$240.00	\$ 20,400.00	\$ -
LF	144	\$220.00	\$ 31,680.00	\$ -
LF	1310	\$280.00	\$ 366,800.00	\$ -
LF	2211	\$240.00	\$ 530,640.00	\$ -
EA	8	\$2,500.00	\$ 20,000.00	\$ -
LF	217	\$110.00	\$ 23,870.00	\$ -
LF	1523	\$150.00	\$ 228,450.00	\$ -
LF	40	\$220.00	\$ 8,800.00	\$ -
LF	911	\$340.00	\$ 309,740.00	\$ -
LF	6133	\$236.00	\$ 1,447,388.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
SY	-2861	\$7.00	\$ (20,027.00)	\$ (20,027.00)
LF	10	\$700.00	\$ 7,000.00	\$ 7,000.00
LF	935	\$340.00	\$ 317,900.00	\$ 317,900.00
LF	-804	\$236.00	\$ (189,744.00)	\$ (189,744.00)
SY	4	\$15,000.00	\$ 60,000.00	\$ 60,000.00
EA	1	\$25,000.00	\$ 25,000.00	\$ 25,000.00
SY	-251	\$140.00	\$ (35,140.00)	\$ (35,140.00)
SY	-362	\$220.00	\$ (79,640.00)	\$ (79,640.00)
SY	-951	\$7.00	\$ (6,657.00)	\$ (6,657.00)
Select this row and Insert to add rows. Drag to fill formulas from top cell.			\$ -	\$ -
SUBTOTAL			\$ 4,872,790.00	\$ 78,692.00

MATERIALS SUBTOTAL	\$	4,872,790.00	\$	78,692.00
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			\$0.00	
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Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$0.00	\$ -

Unit	Quantity	\$/Unit	Total	Difference
EA	1	\$7,800.00	\$ 7,800.00	\$ -
EA	2	\$9,000.00	\$ 18,000.00	\$ -
EA	12	\$9,500.00	\$ 114,000.00	\$ -
EA	5	\$12,000.00	\$ 60,000.00	\$ -
EA	3	\$19,000.00	\$ 57,000.00	\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ 256,800.00	\$ -

Unit	Quantity	\$/Unit	Total	Difference
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Support Staff (N6)	HR	252	\$160.00	\$	40,320.00
Senior Tech Support (CO4)	HR	24	\$125.00	\$	3,000.00
Expenses	EA	1	\$297,427.24	\$	297,427.24
Office Expenses	EA	1	\$22,248.63	\$	22,248.63
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL				\$	766,715.87
External Survey/ Landman					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL				\$	-
External Inspection					\$ -
Raba Kistner (Contract Provided)			\$262,500.00	\$	-
Inspector IV				\$	-
Project Manager				\$	-
Administrative Assistant				\$	-
Vehicle				\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL				\$	-
Engineering / Administration / Inspection SUBTOTAL				\$	1,179,151.96

HR	252	\$160.00	\$	40,320.00	\$ -
HR	24	\$125.00	\$	3,000.00	\$ -
EA	1	\$297,427.24	\$	297,427.24	\$ -
EA	1	\$22,248.63	\$	22,248.63	\$ -
SUBTOTAL					\$ 766,715.87
SUBTOTAL					\$ -
SUBTOTAL					\$ -
SUBTOTAL					\$ -
SUBTOTAL					\$ -
HR	1650	\$110.00	\$	181,500.00	\$ 181,500.00
HR	300	\$202.75	\$	60,825.00	\$ 60,825.00
HR	220	\$72.50	\$	15,950.00	\$ 15,950.00
EA	6500	\$0.65	\$	4,225.00	\$ 4,225.00
SUBTOTAL					\$ 262,500.00
SUBTOTAL					\$ 262,500.00
SUBTOTAL					\$ 1,614,875.12
SUBTOTAL					\$ 435,723.16

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied. Will be				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				
SUBTOTAL				\$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. ROW PM				
must occur with rate. Documentation of actual cost must be supplied at billing.				
3rd Party Attorney Fees		1		
Kaylan's Inc (Parcel 2)		1	\$52,465.00	\$ 52,465.00
Closing/Title Fees		1	\$536.00	\$ 536.00
Mala Strana LLC (Parcel 3)		1	\$60,130.00	\$ 60,130.00
Closing/Title Fees		1	\$593.00	\$ 593.00
Home Depot USA INC (Parcel 4)		1	\$108,516.00	\$ 108,516.00
Closing/Title Fees		1	\$321.00	\$ 321.00
Maruti Jalaram LLC (Parcel 5)		1	\$42,000.00	\$ 42,000.00
Closing/Title Fees		1	\$465.00	\$ 465.00
Coconut Properties LLC (Parcel 6)		1	\$30,959.00	\$ 30,959.00
Closing/Title Fees		1	\$383.00	\$ 383.00
Paces Hotels LLC (Parcel 8)		1	\$75,000.00	\$ 75,000.00
Closing/Title Fees		1	\$700.00	\$ 700.00
Health Services of North Texas, Inc. (Parcel 9)		1	\$36,109.00	\$ 36,109.00
Closing/Title Fees		1	\$422.00	\$ 422.00
Three Willows Land Development LLC (Parcel 14)		1	\$21,634.00	\$ 21,634.00
Closing/Title Fees		1	\$296.00	\$ 296.00
Hunt Windsor LLC (Parcel 15A)		1	\$142,518.00	\$ 142,518.00
Closing/Title Fees		1	\$321.00	\$ 321.00
32 Hundred Windsor Gardens LP & JRM (Parcel 15B)		1	\$134,743.00	\$ 134,743.00
Closing/Title Fees		1	\$321.00	\$ 321.00
Salavaging Teens as Risk Inc D/B/A The Educator Center (Parcel 1)		1	\$9,814.00	\$ 9,814.00
Closing/Title Fees		1	\$238.00	\$ 238.00
Zimmerer Denton LLC (Parcel 16)		1	\$63,089.00	\$ 63,089.00
Closing/Title Fees		1	\$613.00	\$ 613.00
RV Land Acquisition LP (Parcel 17/18)		1	\$52,977.00	\$ 52,977.00
Closing/Title Fees		1	\$457.00	\$ 457.00
CATDENTON 35 Four Inc (Parcel 19)		1	\$267,562.00	\$ 267,562.00
Closing/Title Fees		1	\$321.00	\$ 321.00
Walbarger Street LP (Parcel 20)		1	\$122,840.73	\$ 122,840.73
Closing/Title Fees		1	\$321.00	\$ 321.00
The Rockline-Denton Group P/S (Parcel 21)		1	\$100,330.00	\$ 100,330.00
Closing/Title Fees		1	\$321.00	\$ 321.00
Harris, Lisa J Investment Trust (Parcel 25)		1	\$8,325.00	\$ 8,325.00
Closing/Title Fees		1	\$238.00	\$ 238.00
Westglen Partners LTD (Parcel 36/37)		1	\$132,020.87	\$ 132,020.87
Closing/Title Fees		1	\$321.00	\$ 321.00
Love's Travel Stops & Country Stores Inc (Parcel 38)		1	\$197,543.00	\$ 197,543.00
Closing/Title Fees		1	\$321.00	\$ 321.00
Foster, Mark D & Madeline (Parcel 39)		1	\$44,265.00	\$ 44,265.00
Closing/Title Fees		1	\$479.00	\$ 479.00
TA Operating LLC (Parcel 40)		1	\$170,703.00	\$ 170,703.00
Closing/Title Fees		1	\$321.00	\$ 321.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				
SUBTOTAL				\$ 1,881,852.60
Easement Compensation SUBTOTAL				\$ 1,881,852.60

Unit	Quantity	\$/Unit	Total	Difference	
SUBTOTAL					\$ -
SUBTOTAL					\$ -
	1	\$132,187.36	\$ 132,187.36	\$ 132,187.36	
	1	\$52,465.00	\$ 52,465.00	\$ -	
	1	\$536.00	\$ 536.00	\$ -	
	1	\$145,000.00	\$ 145,000.00	\$ 84,870.00	
	1	\$593.00	\$ 593.00	\$ -	
	1	\$143,524.00	\$ 143,524.00	\$ 35,008.00	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$42,000.00	\$ 42,000.00	\$ -	
	1	\$324.00	\$ 324.00	\$ (141.00)	
	1	\$53,710.00	\$ 53,710.00	\$ 22,751.00	
	1	\$383.00	\$ 383.00	\$ -	
	1	\$85,000.00	\$ 85,000.00	\$ 10,000.00	
	1	\$487.00	\$ 487.00	\$ (213.00)	
	1	\$36,109.00	\$ 36,109.00	\$ -	
	1	\$422.00	\$ 422.00	\$ -	
	1	\$30,000.00	\$ 30,000.00	\$ 8,366.00	
	1	\$296.00	\$ 296.00	\$ -	
	1	\$305,013.42	\$ 305,013.42	\$ 162,495.42	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$169,877.00	\$ 169,877.00	\$ 35,134.00	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$10,052.00	\$ 10,052.00	\$ 238.00	
	1	\$238.00	\$ 238.00	\$ -	
	1	\$62,744.00	\$ 62,744.00	\$ (345.00)	
	1	\$613.00	\$ 613.00	\$ -	
	1	\$52,977.00	\$ 52,977.00	\$ -	
	1	\$457.00	\$ 457.00	\$ -	
	1	\$267,562.00	\$ 267,562.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$177,000.00	\$ 177,000.00	\$ 54,159.27	
	1	\$702.00	\$ 702.00	\$ 381.00	
	1	\$100,330.00	\$ 100,330.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$11,000.00	\$ 11,000.00	\$ 2,675.00	
	1	\$238.00	\$ 238.00	\$ -	
	1	\$132,020.87	\$ 132,020.87	\$ -	
	1	\$702.00	\$ 702.00	\$ 381.00	
	1	\$197,543.00	\$ 197,543.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
	1	\$72,118.80	\$ 72,118.80	\$ 27,853.80	
	1	\$479.00	\$ 479.00	\$ -	
	1	\$170,703.00	\$ 170,703.00	\$ -	
	1	\$321.00	\$ 321.00	\$ -	
SUBTOTAL					\$ 2,457,653.45
SUBTOTAL					\$ 575,800.85
SUBTOTAL					\$ 2,457,653.45
SUBTOTAL					\$ 575,800.85

SUMMARY:		TOTAL PROJECT COST	\$ 12,698,742.56	
		Amount Payable in TxDOT Contract (Joint Bid)	\$ -	
		Utility Cost	\$ 12,698,742.56	
General & Administrative OH		0.00%	\$ -	
		Gross Reimbursable to the Utility	\$ 12,698,742.56	
		Amount Due to TxDOT Via an Advance Funding Agreement	\$ -	
		SALVAGE and/or Depreciation CREDIT	\$ -	
BETTERMENT RATIO		0.00%	Ratio Deduction	\$ -

		\$ 13,898,958.57	\$ 1,200,216.01
		\$ -	\$ -
		\$ 13,898,958.57	\$ 1,200,216.01
G&A		\$ -	\$ -
		\$ 13,898,958.57	\$ 1,200,216.01
		\$ -	\$ -
		\$ -	\$ -
BR	0.00%	\$ -	\$ -

Amount reimbursable after Betterment and Salvage Credit \$ 12,698,742.56

\$ 13,898,958.57 \$ 1,200,216.01

ELIGIBILITY RATIO 100.00%

ER 100.00%

NET REIMBURSEMENT TO UTILITY \$ 12,698,742.56

\$ 13,898,958.57 \$ 1,200,216.01

Percent of Difference= 9%

Easement cost

City of Denton I-35 (from I-35 merge/split to Milam) W/WW Easements Appraisal

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
			Permanent	Permanent	Temporary Construction Easement	Temporary Construction Easement	Permanent + Temporary Construction Easement + Title Policy Fee	Permanent + Temporary Construction Easement + Title Policy Fee	Permanent + Temporary Construction Easement + Title Policy Fee							
CSJ-087																
34524	2	Kaylan's Inc	102	20	2,036	\$25.77	\$52,465.00						\$536.00	\$53,001.00	\$53,001.00	\$0.00
34525	3	MALA STRANA LLC	108	20	2,164	\$27.77	\$60,103.00						\$593.00	\$60,696.00	\$30,348.00	\$30,348.00
618924	4	HOME DEPOT USA INC	438	20	8,752	\$12.40	\$108,516.00						\$321.00	\$108,837.00	\$108,837.00	\$0.00
34521	5	Maruti Jalaram LLC	166	20	3,322	\$6.73	\$22,355.00						\$324.00	\$22,679.00	\$11,339.50	\$11,339.50
34517	6	Coconut Properties LLC	153	20	3,064	\$10.10	\$30,959.00						\$383.00	\$31,342.00	\$15,671.00	\$15,671.00
86868	8	Paces Hotels LLC	348	20	6,957	\$6.50	\$45,221.00						\$487.00	\$45,708.00	\$22,854.00	\$22,854.00
693328	9	Health Services of North Texas, Inc.	150	20	3,003	\$12.02	\$36,109.00						\$422.00	\$36,531.00	\$36,531.00	\$0.00
675206	14	Three Willows Land Development LLC	145	20	2,896	\$6.38	\$18,462.00	50	25	1,244	\$2.55	\$3,172.00	\$296.00	\$21,930.00	\$21,930.00	\$0.00
523508	15A	Hunt Windsor LLC	1389	20	27,779	\$5.13	\$142,518.00						\$321.00	\$142,839.00	\$142,839.00	\$0.00
775494	15B	32 HUNDRED WINDSOR GARDENS LP & JRM	293	20	5,867	\$22.97	\$134,743.00						\$321.00	\$135,064.00	\$135,064.00	\$0.00
87582	16.1	Salvaging Teens at Risk Inc D/B/A The Educator Center	54	20	1,089	\$6.25	\$6,806.00	48	25	1,203	\$2.50	\$3,008.00	\$238.00	\$10,052.00	\$10,052.00	\$0.00
773229	16	Zimmerer Denton LLC	320	20	6,406	\$9.85	\$63,089.00						\$613.00	\$63,702.00	\$31,851.00	\$31,851.00
765175	17/18	RV LAND ACQUISITION LP	293	20	5,868	\$7.05	\$41,387.00	244	25	6,100	\$1.90	\$11,590.00	\$457.00	\$53,434.00	\$53,434.00	\$0.00
632485	19	Catdenton 35 Four Inc	2608	20	52,151	\$5.13	\$267,562.00						\$321.00	\$267,883.00	\$267,883.00	\$0.00
613725	20	Wilbarger Street, LP	443	20	8,862	\$8.57	\$75,909.00						\$702.00	\$76,611.00	\$38,305.50	\$38,305.50
160306	21	The Rockline-Denton Group P/S	561	20	11,228	\$8.94	\$100,330.00						\$321.00	\$100,651.00	\$50,325.50	\$50,325.50
174371	25	Harris, Lisa J Investment Trust	90	20	1,800	\$4.63	\$8,325.00						\$238.00	\$8,563.00	\$8,563.00	\$0.00
40201, 36937	36/37	Westglen Partners LTD	751	20	15,028	\$5.05	\$75,909.00						\$702.00	\$76,611.00	\$76,611.00	\$0.00
699314	38	Love's Travel Stops & Country Stores Inc	1630	20	32,600	\$5.46	\$177,943.00						\$321.00	\$178,264.00	\$89,132.00	\$89,132.00
36958	39	Foster, Mark D & Madeline	361	20	7,227	\$6.12	\$44,265.00						\$479.00	\$44,744.00	\$44,744.00	\$0.00
39525	40	TA Operating LLC	1080	20	21,604	\$7.90	\$170,703.00						\$321.00	\$171,024.00	\$85,512.00	\$85,512.00

PROJECT COST SUMMARY - SUA U00011547

CONSTRUCTION - ORIGINAL ESTIMATED						SUA #1		
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
1	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00			
17	3201.007 - Flexible Paving Repair for Utility Trench	1356	SY	\$ 140.00	\$ 189,840.00			
18	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 220.00	\$ 199,100.00			
19	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 250.00	\$ 4,250.00			
20	3293.015 - Topsoil	581	CY	\$ 10.00	\$ 5,810.00			
21	3293.016 - Seeding	12863	SY	\$ 2.00	\$ 25,726.00			
22	3293.017 - Sodding	2861	SY	\$ 7.00	\$ 20,027.00			
23	3305.021 - Trench Safety	9404	LF	\$ 1.00	\$ 9,404.00			
24	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 500.00	\$ 108,500.00			
25	3305.029 - 24" Casing by Other Than Open Cut*	1144	LF	\$ 570.00	\$ 652,080.00			
26	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 430.00	\$ 162,970.00			
27	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	\$ 700.00	\$ 327,600.00			
28	3305.098 - 8" HDPE Water Carrier Pipe	217	LF	\$ 110.00	\$ 23,870.00			
29	3305.099 - 12" HDPE Water Carrier Pipe	1523	LF	\$ 150.00	\$ 228,450.00			
30	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 150.00	\$ 70,200.00			
31	3314.222 - 20" HDPE Pressure Pipe, Water	1941	LF	\$ 250.00	\$ 485,250.00			
32	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 220.00	\$ 8,800.00			
33	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 340.00	\$ 309,740.00			
34	3314.146 - 12" PVC Water Pressure Pipe	6133	LF	\$ 236.00	\$ 1,447,388.00			
35	3314.310 - 1" Water Service	2	EA	\$ 3,500.00	\$ 7,000.00			
36	3314.314 - 1-1/2" Water Service	1	EA	\$ 4,000.00	\$ 4,000.00			
37	3314.318 - 2" Water Service	5	EA	\$ 4,500.00	\$ 22,500.00			
38	3314.323 - 4" Water Meter, Vault and Appurtenances	1	EA	\$ 55,000.00	\$ 55,000.00			
39	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00			
40	3314.327 - 6" Gate Valve*	2	EA	\$ 4,000.00	\$ 8,000.00			
41	3314.328 - 8" Gate Valve*	11	EA	\$ 5,500.00	\$ 60,500.00			
42	3314.329 - 12" Gate Valve*	26	EA	\$ 7,500.00	\$ 195,000.00			
43	3314.330 - 16" Gate Valve*	6	EA	\$ 19,000.00	\$ 114,000.00			
44	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 7,800.00	\$ 7,800.00			
45	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 9,000.00	\$ 18,000.00			
46	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 9,500.00	\$ 114,000.00			
47	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 12,000.00	\$ 60,000.00			
48	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 19,000.00	\$ 57,000.00			
49	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 25,000.00	\$ 75,000.00			
50	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 8,500.00	\$ 144,500.00			
51	3471.001 - Traffic Control	1	MO	\$ 15,000.00	\$ 15,000.00			
58	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 140.00	\$ 78,960.00			
59	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 220.00	\$ 218,460.00			
60	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	\$ 45.00	\$ 25,200.00			
61	3293.015 - Topsoil	264	CY	\$ 10.00	\$ 2,640.00			
62	3293.016 - Seeding	4602	SY	\$ 2.00	\$ 9,204.00			
63	3293.017 - Sodding	951	SY	\$ 7.00	\$ 6,657.00			
64	3305.021 - Trench Safety	4263	LF	\$ 1.00	\$ 4,263.00			
65	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00			
66	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 410.00	\$ 133,660.00			
67	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 575.00	\$ 86,250.00			
68	3305.029 - 24" Casing by Other Than Open Cut*	1001	LF	\$ 630.00	\$ 630,630.00			
69	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 60.00	\$ 12,060.00			
70	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 80.00	\$ 20,160.00			
71	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 60.00	\$ 28,560.00			
72	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 80.00	\$ 47,920.00			
73	3305.126 - 4' Concrete Manhole*	17	EA	\$ 14,000.00	\$ 238,000.00			

CONSTRUCTION - ORIGINAL ESTIMATED						SUA #1		
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
74	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 20,000.00	\$ 40,000.00			
75	3305.128 - 5' Concrete Manhole*	3	EA	\$ 15,000.00	\$ 45,000.00			
76	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 500.00	\$ 20,000.00			
77	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 700.00	\$ 20,300.00			
78	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 280.00	\$ 61,880.00			
79	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 240.00	\$ 20,400.00			
80	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 220.00	\$ 31,680.00			
81	3331.045 - 8" PVC Gravity Sewer Pipe	1310	LF	\$ 280.00	\$ 366,800.00			
82	3331.053 - 12" PVC Gravity Sewer Pipe	2211	LF	\$ 240.00	\$ 530,640.00			
83	3331.089 - 6" Sewer Service	8	EA	\$ 2,500.00	\$ 20,000.00			
CONSTRUCTION TOTAL					\$ 9,021,029.00	Construction W/SUA#1		\$ 9,021,029.00
2	0241.011 - Grout Fill 8" Utility Line	227	LF	\$ 20.00	\$ 4,540.00			
3	0241.013 - Grout Fill 12" Utility Line	916	LF	\$ 21.00	\$ 19,236.00			
4	0241.016 - Grout Fill 16" Utility Line	108	LF	\$ 33.00	\$ 3,564.00			
5	0241.028 - Remove 4" Utility Line	25	LF	\$ 45.00	\$ 1,125.00			
6	0241.029 - Remove 6" Utility Line	150	LF	\$ 35.00	\$ 5,250.00			
7	0241.030 - Remove 8" Utility Line	1605	LF	\$ 37.00	\$ 59,385.00			
8	0241.032 - Remove 12" Utility Line	5558	LF	\$ 35.00	\$ 194,530.00			
9	0241.035 - Remove 16" Utility Line	2466	LF	\$ 37.00	\$ 91,242.00			
10	0241.056 - Remove 6" Water Valve	17	EA	\$ 700.00	\$ 11,900.00			
11	0241.057 - Remove 8" Water Valve	3	EA	\$ 750.00	\$ 2,250.00			
12	0241.059 - Remove 12" Water Valve	11	EA	\$ 800.00	\$ 8,800.00			
13	0241.060 - Remove 16" Water Valve	2	EA	\$ 850.00	\$ 1,700.00			
14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 850.00	\$ 12,750.00			
15	0241.095 - Salvage Water Meter	2	EA	\$ 850.00	\$ 1,700.00			
16	0241.096 - Remove Concrete Water Vault	2	EA	\$ 900.00	\$ 1,800.00			
52	0241.010 - Grout Fill 6" Utility Line	1604	LF	\$ 12.00	\$ 19,248.00			
53	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 20.00	\$ 5,420.00			
54	0241.029 - Remove 6" Utility Line	1626	LF	\$ 35.00	\$ 56,910.00			
55	0241.030 - Remove 8" Utility Line	1307	LF	\$ 37.00	\$ 48,359.00			
56	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 3,000.00	\$ 42,000.00			
57	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 25,000.00	\$ 25,000.00			
ABANDONMENT TOTAL					\$ 616,709.00	Abandonment W/SUA#1		\$ 616,709.00
92	Materials On Hand:				\$ -			
SUA #1 AUTHORIZED CHANGE ORDERS ITEMS								
CCO1.1	(Item 27) 30" Casing by Other Than Open Cut		LF	\$ 700.00		10	\$ 7,000.00	
CCO2.1	(Item 22) Sodding		SY	\$ 7.00		-2861	\$ (20,027.00)	
CCO2.2	3314.142 - 8" PVC Water Pressure Pipe		LF	\$ 340.00		935	\$ 317,900.00	
CCO2.3	3314.146 - 12" PVC Water Pressure Pipe		LF	\$ 236.00		-804	\$ (189,744.00)	
CCO2.4	3471.001 - Traffic Control		MO	\$ 15,000.00		4	\$ 60,000.00	
CCO2.5	0241.054 - Remove Utility Junction Structure (Lift Station)		EA	\$ 25,000.00		1	\$ 25,000.00	
CCO2.6	3201.007 - Flexible Paving Repair for Utility Trench		SY	\$ 140.00		-251	\$ (35,140.00)	
CCO2.7	3201.013 - Concrete Paving Repair for Utility Trench*		SY	\$ 220.00		-362	\$ (79,640.00)	
CCO2.8	3293.017 - Sodding		SY	\$ 7.00		-951	\$ (6,657.00)	
CCO3.1	(New Item) Incentive for Early Completion		DAY	\$ 2,000.00		55	\$ 110,000.00	
							\$ 188,692.00	
TOTAL CONSTRUCTION AND ABANDONMENT					\$ 9,637,738.00	C & A W/SUA#1		\$ 188,692.00 \$ 9,826,430.00
ENGINEERING AND ROW ACQUISITION SERVICES								
Property Acquisition Consultant Services					\$ -	No Change		
Engineering Contract					\$ 766,715.87	No Change		
3rd Party Inspection (Raba Kisnter)						\$ 262,500.00		
TOTAL ENGINEERING AND ROW ACQUISITION SERVICES					\$ 766,715.87	\$ 262,500.00	\$ 1,029,215.87	

CONSTRUCTION - ORIGINAL ESTIMATED					SUA #1			
BID ITEM	Description	Quantity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
EASEMENT COSTS								
	Easement Costs				\$ 1,881,852.60		\$ 2,325,466.09	
	3rd Party Attorney Fees						\$ 132,187.36	
				TOTAL EASEMENT COSTS	\$ 1,881,852.60		\$ 2,457,653.45	\$ 2,457,653.45
CITY STAFF LABOR								
	City Staff Labor				\$ 412,436.09		No Change	
	City Staff 42% Labor Burden						\$ 173,223.16	
				TOTAL CITY STAFF LABOR	\$ 412,436.09		\$ 173,223.16	\$ 585,659.25
				TOTAL ESTIMATED PROJECT COSTS	\$ 12,698,742.56		Total Estimated W/SUA#1	\$ 13,898,958.57
	BETTERMENT RATIO OF 0%				\$ -			
	ESTIMATED UTILITY REIMBURSEMENT				\$ 12,698,742.56			
	REIMBURSEMENT REQUESTED TO DATE:				\$ 9,106,599.56			
	ESTIMATED AMOUNT REMAINING:				\$ 3,592,143.00			

Mountain Cascade Construction cost. Water/Wastewater

SECTION 00 42 43 - UNIT PRICE BID FORM



PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
 IFB: 7968-003

City of Denton Capital Projects
 901-B Texas Street
 Denton, TX 76209
 Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
 5340 East US Highway 67
 Alvarado, TX 76009
 Andrew L. McCulloch
 817-783-3094
 Contact Email: amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS - UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	\$ 1,000,000.00	\$ 1,000,000.00
2	02 41 14	0241.011 - Grout Fill 8" Utility Line	227	LF	\$ 20.00	\$ 4,540.00
3	02 41 14	0241.013 - Grout Fill 12" Utility Line	916	LF	\$ 21.00	\$ 19,236.00
4	02 41 14	0241.016 - Grout Fill 16" Utility Line	108	LF	\$ 33.00	\$ 3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	\$ 45.00	\$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	\$ 35.00	\$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	\$ 37.00	\$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	\$ 35.00	\$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	\$ 37.00	\$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	\$ 700.00	\$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	\$ 750.00	\$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	\$ 800.00	\$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	\$ 850.00	\$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	\$ 850.00	\$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	\$ 850.00	\$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	\$ 900.00	\$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	\$ 140.00	\$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	\$ 220.00	\$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	\$ 250.00	\$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	\$ 10.00	\$ 5,810.00
21	32 93 00	3293.016 - Seeding	12,863	SY	\$ 2.00	\$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	\$ 7.00	\$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	\$ 1.00	\$ 9,404.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	\$ 500.00	\$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	\$ 570.00	\$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	\$ 430.00	\$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by Other Than Open Cut*	468	LF	\$ 700.00	\$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	\$ 110.00	\$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	\$ 150.00	\$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		\$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		\$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	\$ 220.00	\$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	\$ 340.00	\$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	\$ 236.00	\$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	\$ 3,500.00	\$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	\$ 4,000.00	\$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	\$ 4,500.00	\$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	\$ 55,000.00	\$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	\$ 65,000.00	\$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	\$ 4,000.00	\$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	\$ 5,500.00	\$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	\$ 7,500.00	\$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	\$ 19,000.00	\$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	\$ 7,800.00	\$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	\$ 9,000.00	\$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	\$ 9,500.00	\$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	\$ 12,000.00	\$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	\$ 19,000.00	\$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	\$ 25,000.00	\$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	\$ 8,500.00	\$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	\$ 15,000.00	\$ 15,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF		\$ -
30a	33 05 15	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	\$ 150.00	\$ 70,200.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF		\$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	\$ 250.00	\$ 485,250.00
TOTAL BID AMOUNT (Unit I): \$						6,721,077.00
CJS 087 WASTEWATER IMPROVEMENTS - UNIT II						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	\$ 12.00	\$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	\$ 20.00	\$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	\$ 35.00	\$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	\$ 37.00	\$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	\$ 3,000.00	\$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	\$ 25,000.00	\$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	\$ 140.00	\$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	\$ 220.00	\$ 218,460.00

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	\$ 45.00	\$ 25,200.00
61	32 93 00	3293.015 - Topsoil	264	CY	\$ 10.00	\$ 2,640.00
62	32 93 00	3293.016 - Seeding	4,602	SY	\$ 2.00	\$ 9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	\$ 7.00	\$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	\$ 1.00	\$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	\$ 400.00	\$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	\$ 410.00	\$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	\$ 575.00	\$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	\$ 630.00	\$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	\$ 60.00	\$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	\$ 80.00	\$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	\$ 60.00	\$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	\$ 80.00	\$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	\$ 14,000.00	\$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	\$ 20,000.00	\$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	\$ 15,000.00	\$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	\$ 500.00	\$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	\$ 700.00	\$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	\$ 280.00	\$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	\$ 240.00	\$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	\$ 220.00	\$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	\$ 280.00	\$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	\$ 240.00	\$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	\$ 2,500.00	\$ 20,000.00
TOTAL BID AMOUNT (Unit II):						\$ 2,916,661.00

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 41 CFR 635.410 as amended.

ABOVE TOTALS (Unit I + Unit II)

\$9,637,738.00

Attachment “B” Accounting Method

Not Applicable

Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

Not Applicable

Estimated Start Date (mm/dd/yyyy): 08/07/2023, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 300

Estimated Completion Date (mm/dd/yyyy): 06/02/2024

Initial Date
TxDOT

Initial Date
Utility

Attachment “D” Statement Covering Contract Work

Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use a consultant contract (verification of fee schedule is required).
- TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

City of Denton Staff &
Kimley Horn design cost
breakdown.

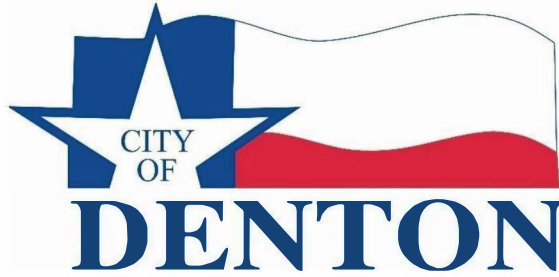


I-35 Project - City Staff Estimate

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	5000	\$ 55.00	\$ 275,000.00
	Admin(s)	3000	\$ 45.00	\$ 135,000.00
	Inspector(s)	15000	\$ 40.00	\$ 600,000.00
	Supervisor(s)	3828	\$ 75.00	\$ 287,100.00
Sum Total				\$ 1,297,100.00

Water				
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>				
	Kimley Horn Contract			\$ 576,195.88
	City Staff Time			\$ 309,950.51
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>				
	Kimley Horn Contract			\$ 534,685.25
	City Staff Time			\$ 287,620.89
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>				
	Kimley Horn Contract			\$ 504,837.65
	City Staff Time			\$ 271,565.10
Wastewater				
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>				
	Kimley Horn Contract			\$ 538,830.15
	City Staff Time			\$ 289,850.53
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>				
	Kimley Horn Contract			\$ 232,030.61
	City Staff Time			\$ 124,815.21
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>				
	Kimley Horn Contract			\$ 24,720.46
	City Staff Time			\$ 13,297.77
	<u>Kimley Horn Contract Subtotal</u>			\$ 2,411,300.00
	<u>City Staff Time Subtotal</u>			\$ 1,297,100.00
<u>Engineering and City Staff Time Total (Shown as a percentage of construction)</u>				\$ 3,708,400.00

Design Contract, Rate sheets



DocuSign City Council Transmittal Coversheet

PSA	6590-095
File Name	IH-35 FROM IH-35E-35W SPLIT TO MILAM ROAD
Purchasing Contact	Crystal westbrook
City Council Target Date	December 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2461

Water							
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>							
	Kimley Horn Contract					\$	576,195.88
	City Staff Time					\$	309,950.51
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>							
	Kimley Horn Contract					\$	534,685.25
	City Staff Time					\$	287,620.89
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>							
	Kimley Horn Contract					\$	504,837.65
	City Staff Time					\$	271,565.10
Wastewater							
<u>RCSJ:0195-03-074, CCSJ:0195-03-071</u>							
	Kimley Horn Contract					\$	538,830.15
	City Staff Time					\$	289,850.53
<u>RCSJ: 0195-03-091, CCSJ: 0195-03-087</u>							
	Kimley Horn Contract					\$	232,030.61
	City Staff Time					\$	124,815.21
<u>RCSJ: 0195-02-079, CCSJ: 0195-02-074</u>							
	Kimley Horn Contract					\$	24,720.46
	City Staff Time					\$	13,297.77
	Kimley Horn Contract Subtotal					\$	2,411,300.00
	City Staff Time Subtotal					\$	1,297,100.00
	Engineering and City Staff Time Total (Shown as a percentage of construction)					\$	3,708,400.00

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CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: IH-35 from I-35E-35W Split to Milam Road (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$2,396,300 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment D.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

Amendments to Section 4, if any, are included in Attachment C.

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that

the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ENGINEER shall maintain workers

compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

Amendments to Section 5, if any, are included in Attachment C.

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or

becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

Amendments to Section 6, if any, are included in Attachment C.

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER, pursuant to Chapter 2252, is not ineligible to enter into this AGREEMENT and will not become ineligible to receive payments under this AGREEMENT by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

O. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

P. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services
- Attachment B - Compensation
- Attachment C - Amendments to Standard Agreement for Engineering Services
- Attachment D - Project Schedule
- Attachment E - Location Map

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
D7766741DA8D454...

City Manager

Date: 12/18/2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:
Scott Arnold
B4D5A80064EE4E9...

Scott Arnold, P.E.
Vice President

Date: 11/30/2020

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Terrance Naulty
B0F351387069478...

Signature

Interim Director Water/Wastewater
Title

Water/Wastewater Utilities

Department

Date Signed: 11/30/2020

2020-693363

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
4B070831B4AA438...

ATTEST:
CITY SECRETARY

DocuSigned by:
By: Rosa Rios
1C5CA8C3E175493...

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM).

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

The relocations of approximately 31,000 linear feet of 20-inch through 6-inch water main, 11,500 linear feet of 4-inch through 8-inch sanitary sewer force main, two sanitary sewer lift stations, and 6,500 linear feet of 8-inch through 10-inch gravity sanitary sewer line from the split/merger of I-35E and I-35EW to Milam Road in north Denton. There are approximately 4,000 linear feet of proposed trenchless bores/tunneling. The relocations are necessary due to the CSJ 0195-03-087, 0195-03-090, and 0195-02-0074 I-35 CSJ road widening and improvements projects planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross City or TxDOT ROW. This project is 100% reimbursable, excluding any betterments.

ENGINEER's scope of services is as follows:

IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35W (South of Split) - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

IH-35- LIFT STATION-RELOCATIONS (Barthold-Cowboys and Love's)

- Task 13 – Lift Station Preliminary Engineering Report (PER)
- Task 14 – Lift Station Preliminary and Final Design
- Task 15 – Lift Station Bid Phase Services
- Task 16 – Lift Station Construction Phase Services

Task 1 – DESIGN MANAGEMENT**A. Project Management**

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 36 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
 - a. Prepare for and attend kickoff meeting.
 - b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to seven (7) subconsultant agreements.

Task 2 – ALIGNMENT STUDY**A. Preliminary Investigation**

1. Data Collection and Record Research
 - b. Assemble and log available existing survey and topographic data provided by City and TxDOT.
 - c. Gather existing aerial photographs.
 - d. Gather existing water, sanitary sewer, and storm sewer record drawings.
 - e. Gather existing paving plans.
 - f. Gather existing development plans.
 - g. Gather existing plat information.
 - h. Collect property owner and record information
 - i. Gather existing right-of-way and easement information.
 - j. Gather existing franchise utility record information.
 - k. Gather available lift station PER's, sewer shed basin studies, and historical flows

2. Site Investigation
 - a. Walk general alignment.
 - b. Document alignment corridor with photographs.
 - c. Note visible potential alignment, conflicts and issues.
3. Data Review with City
 - a. Meet with City to review accuracy of record information.
 - b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alignment Technical Memorandum.

1. Analysis of alignments indicating merits and challenges for each, and including the following considerations:
 - a. Easement acquisition schedule and cost impacts.
 - b. Existing development impacts.
 - c. Existing potential horizontal and vertical conflicts.
 - d. Accessibility for maintenance.
 - e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

- a. Subsurface exploration including up to twenty-three (23) sample bores varying 10 to 40 feet depending upon location.
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:
 - i. soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pipe installation, including bedding and backfill
 - iv. Recommendations for tunneling operations
 - v. Recommendations for vault and wet well foundation type and allowable loading
 - vi. Recommendations for lateral pressures for structural design
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

B. Cathodic Protection System

1. Document Review
 - a. Review the water line alignment (portion of the 16-inch waterline from Hwy 77 to Milam (approximately 16,000 linear feet) with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.
 - b. Evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.
2. Cathodic Protection Field Survey
 - a. Obtain soil resistivity measurements at intervals not to exceed 1,000 feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15 feet.
 - b. Test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.
 - c. Create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.
3. Data Analysis and Lab Work

- a. Evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where proposed water line is to be installed.
 - b. Soil samples will be tested in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.
 - c. Tabulate and analyze AC and DC interference test data using computer models.
 - d. Compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route.
4. Corrosion Protection Design
- a. Corrosion protection and AC/DC interference mitigation requirements will be defined for 2 pipe types (concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the sever soil stresses in the area, and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:
 - i. Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.
 - ii. Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, and drawings and technical specifications which will be included in the construction contract documents.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
2. This task assumes that SUE data will be available from TxDOT and may be relied upon for design.

D. Preliminary Waterline and Sanitary Sewer Line Design

1. Visit the site to perform field verification of the survey.
2. Preliminary plan and profile drawings preparation for approximately 32,000 linear feet of 20-inch through 6-inch water main, 12,000 linear feet of 4-inch through 8-inch sanitary sewer force main, and 6,500 feet of 8-inch through 10-inch gravity sanitary sewer line.
 - a. Prepare (22”x34”) plan and profile drawings at 1”=40’ horizontal and 1”=4’ vertical scale.

- b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
- c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
- d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
- e. Prepare preliminary water line details, including connection details.
- f. Provide design for supply meter vault to Upper Trinity Water District (UTRWD) on Milam Road and the Pressure Reducing Valve Vault including electrical and SCADA design.
 - a. Plan Profile/Section Views
 - b. Electrical Design Drawings:
 - i. General Sheets (legend, general notes)
 - ii. Site Plan and Elevation
 - iii. One-Line Diagram
 - iv. Instrumentation Symbols and Legend
 - g. Provide Sequencing notes for shutdown and connection sequencing plans.
 - h. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
 - i. Perform one (1) site visit to verify preliminary design.
3. Preliminary Traffic Control and Detour Plan Preparation.
 - a. City and TxDOT typical traffic control details will be included as required.
4. Franchise Utility Coordination
 - a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.
 - b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.
5. Prepare preliminary general notes and details, including City Standard Details where applicable.
6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.
7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

- a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

1. Engineer will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met by the owner.
 - The memo will include, at a minimum, the following information:
 - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
 - Site visit photographs to document existing/preconstruction conditions;
 - A copy of the NWP 12 permit language with General Conditions;
 - State Water Quality Certifications and Conditions;
 - NWP Regional Conditions for Texas;
 - Cultural Resources information from readily available databases; and
 - Threatened and Endangered Species information from readily available databases.

F. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Preliminary design plans (22"x34")
 - ii. Preliminary technical specifications (table of contents)
 - iii. Geotech report
 - iv. Soil Resistivity Report
 - v. NWP 12 Memo
 - vi. Opinion of probable construction cost

G. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.

3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate cathodic protection study, details and technical specifications.
5. Incorporate details and technical specifications.
6. Include structural plans/details for meter vault and PRV vault.
7. Prepare surface repair sheets and details as necessary.
8. Prepare final abandonment layout sheet and letter for TxDOT submittal.
9. Prepare Project Manual using City Standard Construction Contract Documents.

B. Deliverables:

1. Final Design Submittal (95%)
 - a. Submit four (4) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit four (4) copies to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to thirty (30) times during construction to perform construction observation. 18 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - d. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

- a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.
7. Substitutes and “or-equal”
 - a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - b. Provide recommendations to City
8. Inspections and Tests
 - a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
 - a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
 - a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) Mylar hardcopy full-size (22"x34")
 - b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.
3. The ENGINEER will coordinate with TxDOT's Utility Coordinator to determine resolution of conflict matrix.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
 - b. Coordinate with Engineer Real Estate Agent on Right of Entries for up to fifty-five (55) parcels.
2. Design Survey

- a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35, and along various crossings as shown on the Project Location Map. The topographic survey will be approximately 36,000 linear feet.
- b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
- c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.
- d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:
 - i. Property pins
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - iii. Lane Striping (where applicable)
 - iv. Driveways
 - v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - vi. Culverts and bridges
 - vii. Guardrail
 - viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - ix. Traffic signal poles, cabinets, and other signal equipment
 - x. Signs (excluding temporary signs)
 - xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)
 - xii. Buildings
 - xiii. Retaining walls
 - xiv. Fence limits and material types
 - xv. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Interstate Hwy 35.
 - b) Field sketches of utility manholes and structures.
 - c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to fifty-five (55) permanent water line easements and up to fifty-five (55) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISITION SERVICES**A. Easement Acquisition Services**

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to two (2) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to fifty-five (55) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER's Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up to fifty-five (55) parcels.
3. Provide property negotiation services for up to fifty-five (55) parcels for the proposed line as follows:
 - a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
 - b. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically

- authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
- c. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
 - d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
4. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
 5. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.
 6. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
 7. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
 8. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

- a. I-35 (from I-35E/I-35W split to south Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps.

Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.

- b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.
- c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.
- d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

- a. Meeting notes and action items for each attending party from the coordination efforts.
- b. Conceptual map identifying conflicts and conceptual OPCC.

Task 13 – LIFT STATION PRELIMINARY ENGINEERING REPORT

A. Prepare Preliminary Engineering Report (PER) for Lift Station Relocations

1. This task assumes that both the Border-Cowboy Lift Station on Barthold Road and the Love's Lift Station on Milam Road are in direct conflict with proposed TxDOT ROW and road widening and will need to be relocated. The following tasks will be performed:
2. Prepare and Submit a Preliminary Engineering Report per the City's specifications for review including:
 - a. Lift Station Capacity
 - b. System and Pump Curves
 - c. Wet Well Sizing
 1. Sized to accommodate existing flows and/or original PER
 2. No additional sewer basin analysis is included in this task
 - e. Site Access and Security per TCEQ
 - f. Flood Protection
 - h. Emergency Power (portable)

B. Deliverables

- a. Digital .PDF copy of draft and final technical memorandum.

C. Meetings

- a. Conduct one (1) review meeting with City.

- b. Revise PER based on City comments.

Task 14 – LIFT STATION PRELIMINARY AND FINAL DESIGN

A. Preliminary Lift Station Design

1. Prepare a preliminary site layout, including drainage, paving, yard piping and station configuration (for each lift station).
2. Prepare electrical site layout
3. Coordination with primary electric provider for design
4. Prepare a preliminary lift station design including:
 - a. Average and peak flow confirmation
 - b. Hydraulic analysis
 - c. Internal piping and valve layout
 - d. Lift station cross-sections
5. Submit preliminary design to the City for review and comment.

B. Final Lift Station Design

1. Prepare engineering plan sheets and specifications in accordance with the preliminary design and for permitting and processing.
2. The plans will include (for each lift station):
 - i. Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
 - ii. Electrical sheets: general notes, site plan, grounding layout, section and elevations, one-line diagram, pump control schematic, SCADA layout, portable generator connection, and electrical details.
 - iii. Structural sheets: general notes, structural details for wet well, valve vault, meter vault (if required) and slab-on-grade and specifications.
3. Specifications shall include technical specifications for materials and installation of the proposed facilities.

C. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - vii. Preliminary design plans (22"x34")
 - viii. Preliminary technical specifications (table of contents)
 - ix. Opinion of probable construction cost.
2. Final design submittal (90%)
 - c. Submit four (4) copies to City for review and comment.

- d. Submittal shall include the following:
 - x. Preliminary design plans (22"x34")
 - xi. Preliminary technical specifications (table of contents)
 - xii. Opinion of probable construction cost

D. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 15 – LIFT STATION BID PHASE SERVICES

This task assumes the lift stations to be bid as one bid package with the utility relocations. The services shown below will be performed concurrently with Task 6.

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - f. Preparation of addenda and delivery to City for distribution to plans holders.
 - g. Responses to questions submitted by plans holders.
 - h. Attend bid opening facilitated by City.
 - i. Preparation of bid tabulation.
 - j. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - b. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift stations to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

A. Construction Phase Services

1. Pre-Construction Conference
 - b. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - e. Visit the construction site up to two (2) times during construction to perform construction observation. 18 months construction time is assumed.
 - f. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - g. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
 - h. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
 - b. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - b. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - c. Recommend change orders to City, as appropriate.
 - d. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

- b. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to twenty (20) shop drawings.
7. Substitutes and “or-equal”
 - c. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - d. Provide recommendations to City
8. Inspections and Tests
 - b. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
 - b. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
 - c. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - ii. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- d. Compile punch list from information gathered during final walkthrough with City and Contractor.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Multiple bid packages
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**

Total compensation for the ENGINEER contemplated under the terms of this agreement shall be a total not-to-exceed \$2,396,300 for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-16 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$2,396,300**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

Utility Relocations:

• Task 1 – Design Management	\$73,000
• Task 2 – Alignment Study	\$106,000
• Task 3 – Preliminary Design	\$469,200
• Task 4 – Final Design	\$203,300
• Task 5 – Construction Contract Documents	\$41,700
• Task 6 – Bid Phase Services	\$30,500
• Task 7 – Construction Phase Services	\$146,000
• Task 8 – Record Drawings Preparation	\$35,100
• Task 9 – Permitting	\$81,000
• Task 10 – Survey and Easements	\$269,000
• Task 11 – Easement Acquisition Services	\$747,900
• <u>Task 12 – Conflict Analysis</u>	<u>\$25,000</u>
Subtotal:	\$2,227,700

Lift Station Relocations:

• Task 13 – Lift Station Preliminary Engineering Report (PER)	\$35,200
• Task 14 – Lift Station Preliminary and Final Design	\$104,300
• Task 15 – Lift Station Bid Phase Services	\$6,300
• <u>Task 16 – Lift Station Construction Phase Services</u>	<u>\$22,800</u>
Subtotal:	\$168,600

Grand Total \$2,396,300

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house

reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENT “C”

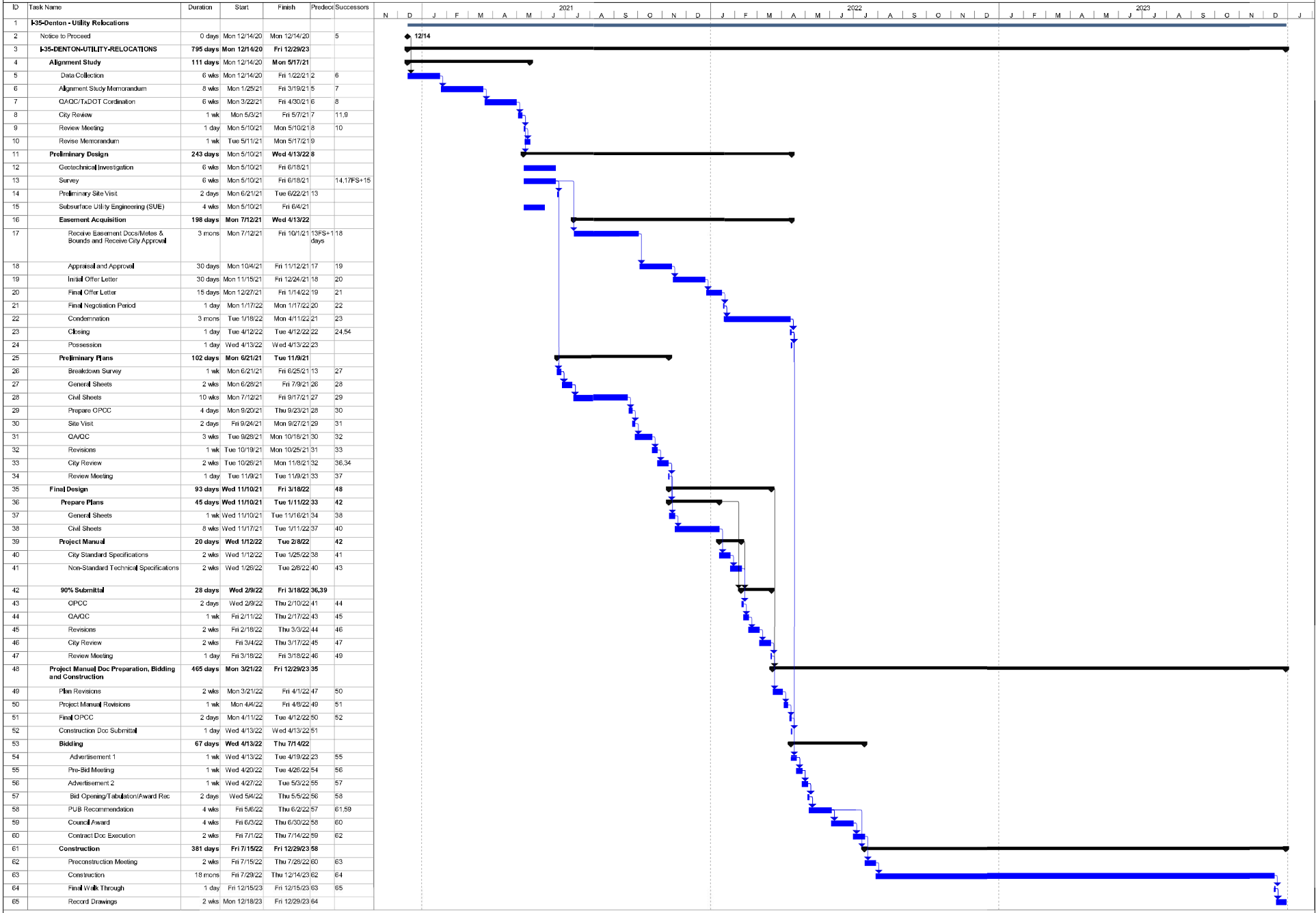
CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**

No modifications to the Standard Agreement are necessary for this project.

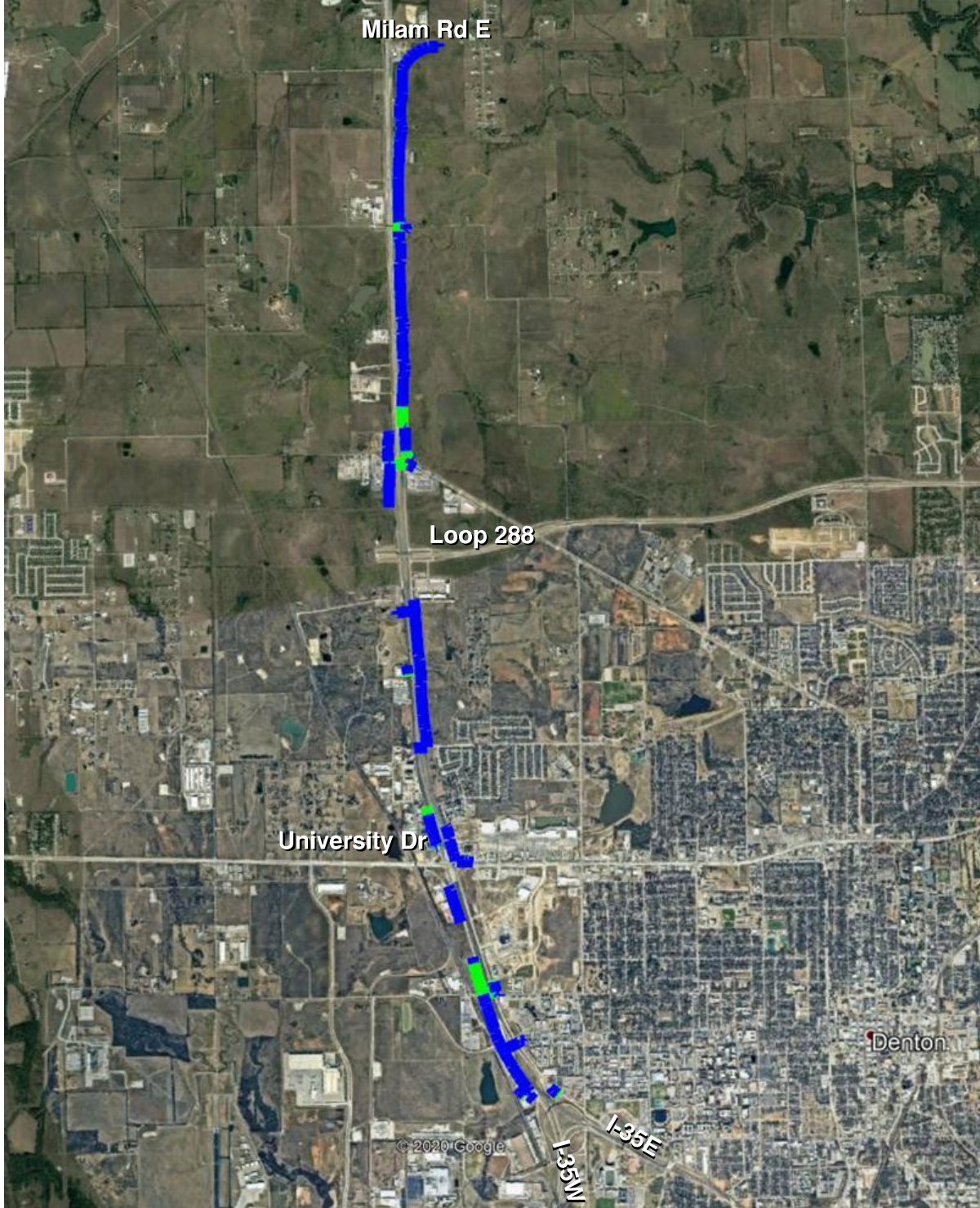
**Attachment D - I-35 - City of Denton - Utility Relocations
PROJECT SCHEDULE**



Project: 2018-04_100986-Clear-Fork_LS
Date: Fri 10/9/20

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Progress
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Deadline

ATTACHMENT "E"
PROJECT LOCATION MAP
for
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)



**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 6590-095**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-095 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on December 17, 2020, in the original not-to-exceed amount of \$2,396,300 (the “Agreement”); for services related to the IH-35 from I-35E-35W Split to Milam Road.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$15,000 with this Amendment for an aggregate not-to-exceed amount of \$2,411,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:


1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of intersection improvements for the Small Transportation Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A” to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$15,000.
2. This Amendment modifies the Agreement amount to provide an additional \$15,000 for the additional services with a revised aggregate not to exceed total of \$2,411,300.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 05/25/2021.

“City”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: 
160CB6AB623F4F0...
CRYSTAL WESTBROOK, SENIOR BUYER

“Engineer”

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
D1B5A80061EE4E9 Vice President
AUTHORIZED SIGNOR, TITLE

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.


 Stephen D. Gay
FEB48BB9726E4A9... PRINTED NAME
Director, water and wastewater
TITLE
water and wastewater
DEPARTMENT

EXHIBIT A

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES**

Professional Services Agreement:
**IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)**
Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (6590-095) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on December 18, 2020.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to analyze the sewer basin projected flows for potential development in the Milam Creek to Loop 288 area to evaluate and determine the appropriate size of sewer infrastructure needed to meet peak flows for the proposed developments.

Task 17 – Sewer Basin Planning

ENGINEER will perform the following additional services:

1. Data Collection

Perform data collection necessary for the determination of the appropriate size of sewer facilities needed to meet peak flow demands. The City is to provide the number and size of developments to perform the analysis on. Data collection shall include obtaining and organizing the following:

- Confirmation from City on development location and projected flows
- Existing sewer lines in the area that will serve the development.
- Current or future City projects in the Pecan Creek Basin that are increasing capacities in the sewer system

2. Sewer Basin Analysis and Estimated Costs

Analyze and evaluate the proposed sewer basins for up to two (2) options. ENGINEER will rely upon information provided by the City for reaching a point downstream in the Pecan Creek Basin that can handle the additional flow from proposed development. The ENGINEER will not be responsible for analyzing the existing flows in the Pecan Creek or Milam Creek Basins

- ENGINEER will develop a wastewater Capital Improvement Plan that identifies projects to be constructed including the following tasks:
 - Develop and utilize a costing methodology to provide opinions of probable construction costs for the two (2) options.

3. Technical Memorandum

Prepare a technical memorandum summarizing the finding of the analysis and recommendations which includes:

- Introduction
- List of Design Assumptions
- Existing and Proposed System Description
- Conclusion stating the overall findings of the analysis
- Appendix (Supporting Data and Calculations)

MEETINGS

The following is a list of meetings we anticipate will be required for the approval of the Sewer Basin Analysis.

- (1) Meeting with City staff to review and discuss design criteria and existing system information.
- (1) Meeting with City staff to discuss the Sewer Basin development and results of the analysis.

DELIVERABLES

Deliverables for the project will include:

- Three (3) copies of the technical memorandum

SCHEDULE

We will complete the services for Task 2-3 within 14 calendar days after completion of Task 1.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$15,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	\$73,000	-	\$73,000
Task 2 – Alignment Study	\$106,000	-	\$106,000
Task 3 – Preliminary Design	\$469,200	-	\$469,200
Task 4 – Final Design	\$203,300	-	\$203,300
Task 5 – Construction Contract Documents	\$41,700	-	\$41,700
Task 6 – Bid Phase Services	\$30,500	-	\$30,500
Task 7 – Construction Phase Services	\$146,000	-	\$146,000

Amendment No. 1
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)

May 12, 2021

Task 8 – Record Drawings Preparation	\$35,100	-	\$35,100
Task 9 – Permitting	\$81,000	-	\$81,000
Task 10 – Survey and Easements	\$269,000	-	\$269,000
Task 11 – Easement Acquisition Services	\$747,900	-	\$747,900
Task 12 – Conflict Analysis	\$25,000	-	\$25,000
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$35,200	-	\$35,200
Task 14 – Lift Station Prelim/Final Design	\$104,300	-	\$104,300
Task 15 – Lift Station Bid Phase Services	\$6,300	-	\$6,300
Task 16 – Lift Station Const. Phase Services	\$22,800	-	\$22,800
Task 17 – Sewer Basin Planning	-	\$15,000	\$15,000
Totals:	\$2,396,300	\$15,000	\$2,411,300

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Title: _____

Title: John Atkins, Vice President

Date: _____

Date: _____

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam)**
 KHA No. **0610240xx**
 PM: **Chris Igo**

Task Budget Summary

No.	Task Name	Hours	Task 700		Task 888	Subtotal
			Labor	Expenses	Office Exp.	
100	Design Mgmt	248	\$ 54,000	\$ 16,500	\$ 2,500	\$ 73,000
200	Align Routing-Esmt ID	452	\$ 101,300		\$ 4,700	\$ 106,000
201	Prelim Design	1,478	\$ 334,400	\$ 119,400	\$ 15,400	\$ 469,200
202	Final Design	873	\$ 194,300		\$ 9,000	\$ 203,300
203	Contract Docs	200	\$ 39,800		\$ 1,900	\$ 41,700
204	Bidding Services	131	\$ 29,100		\$ 1,400	\$ 30,500
205	CCA	607	\$ 136,900	\$ 2,800	\$ 6,300	\$ 146,000
206	Record Drawings	158	\$ 33,500		\$ 1,600	\$ 35,100
207	Permitting	345	\$ 77,400		\$ 3,600	\$ 81,000
208	Survey and Easements	1,014	\$ 188,600	\$ 71,700	\$ 8,700	\$ 269,000
209	Easement Acquisition	180	\$ 41,900	\$ 704,000	\$ 2,000	\$ 747,900
210	Conflict Analysis	106	\$ 23,900		\$ 1,100	\$ 25,000
213	LS PER	155	\$ 33,600		\$ 1,600	\$ 35,200
214	LS Prelim and Final Desi	386	\$ 84,900	\$ 15,400	\$ 4,000	\$ 104,300
215	LS Bidding	26	\$ 6,000		\$ 300	\$ 6,300
216	LS CCA	81	\$ 16,500	\$ 5,500	\$ 800	\$ 22,800
217	Sewer Basin Planning	61	\$ 14,000	\$ 300	\$ 700	\$ 15,000
777	Contingency				\$ -	
TOTALS:		6,501	\$ 1,410,100	\$ 935,600	\$ 65,600	\$ 2,411,300

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal

Project Budget Summary	
Labor:	\$ 1,410,100
Expenses:	\$ 1,001,200
TOTAL:	\$ 2,411,300

Water		
CSJ 090	Kimley Horn Contract	\$470,020
	City Staff Time	\$252,836
CSJ 087	Kimley Horn Contract	\$572,112
	City Staff Time	\$307,753
CSJ 074	Kimley Horn Contract	\$708,898
	City Staff Time	\$381,335
Wastewater		
CSJ 090	Kimley Horn Contract	\$387,075
	City Staff Time	\$208,217
CSJ 087	Kimley Horn Contract	\$245,742
	City Staff Time	\$132,191
CSJ 074	Kimley Horn Contract	\$27,454
	City Staff Time	\$14,768
	Kimley Horn Contract Subtotal	\$2,411,300
	City Staff Time Subtotal	\$1,297,100
	Engineering and City Staff Time Total (Shown as a percentage of construction)	\$3,708,400

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **101,300**
 Expenses: \$ **-**
 Allocation: \$ **4,700**
TOTAL: \$ 106,000

Task Information

Number: **200**
 Name: **Align Routing-Esmt ID**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II								Senior Professional I								Professional I								Professional								Subtotal	
		P8	P7	P5	P3	B5																						(Hrs)	Expenses (\$)						
a) Preliminary Investigation																																			
i) Data Collection and Record Research				12	12																						24								
ii) Site Investigation			20	20	20																						60								
iii) Data Review w/ City			8	8	8																						24								
b) Prelim Property & ROW Investigation				50	100																						150								
c) Alignment Tech Memo																																			
Memorandum Prep			4	4	16																						24								
Easement Impacts			1	2																							3								
Pavement Impacts			1	2																							3								
OPCC			2	4	16																						22								
Alignment Exhibit Preparation			2	40	60																						102								
d) City Meeting Prep and Notes			4	6	8																						18								
e) Tech Memo Revisions			2	8	12																						22								
Subtotals:			44	156	252																						452	\$ -							

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **334,400**
 Expenses: \$ **119,400**
 Allocation: \$ **15,400**
TOTAL: \$ 469,200

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II					Senior Professional I					Professional					Subtotal	(Hrs)	Expenses (\$)
		P8	P7	P5	P3	B5													
a) Preliminary Design																			
i) Field Verification			16	16	16													48	
ii) Prelim WL/SS/RC Layout				10	10													20	
iii) Prelim WL/SS/RC Plans																			
Cover Sheet				1	2													3	
Control Sheets (2)				2	4													6	
Overall WL Layout Sheet				1	6													7	
Overall SS Layout Sheet				1	6													7	
P&P (WL) ~ 40 sheets (.5/2/3/8)	20	80	120	320														540	
P&P (FM/SS) ~ 23 sheets (.5/2/4/8)	10	50	90	184														334	
iv) TCP			8	2	20													30	
v) Franchise Utility Coord				10	10													20	
vi) Gen Notes/Index/Legend				2	6													8	
vii) City Std Dtls				1	4													5	
viii) WL Connection Dtls				4	20													24	
ix) Prelim Tech Specs				4	20													24	
x) OPCC			2	4	30													36	
xi) deliverables			4	4	6													14	
xii) Meetings																			
(1) Kickoff Meeting			4	4	4													12	
(2) On-Site Meeting			8	8	8													24	
(3) Prelim Plan Review Meeting			4	4	5													13	
b) design survey		see survey & easements task																	
c) geotechnical engineering			2	4	8													14	\$ 43,000
d) Subsurface Utility Engineering				2	4													6	\$ 22,000
f) easement instruments (55)		See survey & easements task																	
																			\$ 35,500
g) Tunnel/Bore Design			8	20	8													36	
h) Meter Vault Station Design			16	40	60													116	\$ 6,000
i) PRV Vault Design			8	20	30													58	\$ 2,000
2.5 NWP 12 Memo			10	10	40													60	
QC and Review with Client			1	1	10													12	
Submit to Client					1													1	

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **334,400**
 Expenses: \$ **119,400**
 Allocation: \$ **15,400**
TOTAL: \$ 469,200

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Level										(Hrs)	Expenses (\$)		
		P8	P7	P5	P3	B5									Subtotal
Subtotals:		30	221	385	842									1478	\$ 108,500

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **188,600**
 Expenses: \$ **71,700**
 Allocation: \$ **8,700**
TOTAL: \$ 269,000

Task Information

Number: **208**
 Name: **Survey and Easements**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	<div style="display: flex; justify-content: space-between;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Professional II</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Professional I</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Senior Tech Support</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Professional</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Subtotal</div> </div>										(Hrs)	Expenses (\$)	
		P8	P7	P5	CO4	B5								
Schematic Property Research				25	50								75	
Topographic Survey				120	333								453	\$ 65,100
Easements (55)				80	376								456	
Coordinate ROEs				22	8								30	
Subtotals:				247	767								1014	\$ 65,100

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **41,900**
 Expenses: \$ **704,000**
 Allocation: \$ **2,000**
TOTAL: \$ 747,900

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Professional Staff										(Hrs)	Expenses (\$)																																						
		P8	P7	P5	P3	B5									Subtotal																																				
Property Acquisition Subconsultant																																																			
Right of Entries (55)																\$ 44,000																																			
Title and Closing Services (55)																\$ 27,500																																			
Negotiation Services (55)																\$ 247,500																																			
Appraisal Service (Land Only) (40)																\$ 171,000																																			
Appraisal Service (Improved Property) (15)																\$ 62,000																																			
Appraisal Review (55)																\$ 88,000																																			
Sub Coordination			20	100	60										180																																				
<table border="1"> <thead> <tr> <th>CobbFendley Service Items</th> <th>Anticipated Units/Parcels</th> <th>Unit/Parcel Rate</th> <th>Fee Amount</th> </tr> </thead> <tbody> <tr> <td>Right-of-Entries</td> <td>55</td> <td>\$880.00</td> <td>\$48,400.00</td> </tr> <tr> <td>Title and Closing Services</td> <td>55</td> <td>\$550.00</td> <td>\$30,250.00</td> </tr> <tr> <td>Negotiation Services</td> <td>55</td> <td>\$4,950.00</td> <td>\$272,250.00</td> </tr> <tr> <td>Appraisal Service (Land Only)</td> <td>45</td> <td>\$4,180.00</td> <td>\$188,100.00</td> </tr> <tr> <td>Appraisal Service (Improved Property)</td> <td>10</td> <td>\$6,820.00</td> <td>\$68,200.00</td> </tr> <tr> <td>Appraisal Review Services</td> <td>55</td> <td>\$1,760.00</td> <td>\$96,800.00</td> </tr> <tr> <td>Engineer Assistance</td> <td>170.5</td> <td>\$257.50</td> <td>\$43,900.00</td> </tr> <tr> <td>TOTAL SERVICES FEE</td> <td></td> <td></td> <td>\$747,900.00</td> </tr> </tbody> </table>																CobbFendley Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount	Right-of-Entries	55	\$880.00	\$48,400.00	Title and Closing Services	55	\$550.00	\$30,250.00	Negotiation Services	55	\$4,950.00	\$272,250.00	Appraisal Service (Land Only)	45	\$4,180.00	\$188,100.00	Appraisal Service (Improved Property)	10	\$6,820.00	\$68,200.00	Appraisal Review Services	55	\$1,760.00	\$96,800.00	Engineer Assistance	170.5	\$257.50	\$43,900.00	TOTAL SERVICES FEE			\$747,900.00
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TOTAL SERVICES FEE			\$747,900.00																																																
Subtotals:			20	100	60										180	\$ 640,000																																			

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **84,900**
 Expenses: \$ **15,400**
 Allocation: \$ **4,000**
TOTAL: \$ 104,300

Task Information

Number: **214**
 Name: **LS Prelim and Final Desi**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation								(Hrs)	Expenses (\$)
		P7	P5	P3	B5	Senior Professional I	Senior Professional II	Professional I	Professional		
Lift Station Prelim Design (for (2) LS, 100 gpm and 250 gpm)											\$ 4,000
2.2 Prelim Design Considerations											
Site Layout meeting with Client											
Meeting prep		4	4	16						24	
Attend meeting		8	8							16	
Document meeting results		4	4	16						24	
2.3 Prelim Design (Site Civil)											
Site visit - field verify survey and SUE			4	8						12	
LS site plan											
General sheets (2), cover, gen notes			4	10						14	
Dimension Control sheet (1)			4	6						10	
LS site plan sheet (1)			4	20						24	
LS grading plan sheet (1)			4	10						14	
LS details sheet (1) pumps and piping			4	16						20	
Ex LS Demolition sheet (1)			4	4						8	
Ex LS Site grading sheet (1)			4	20						24	
2.4 Sub Coordination - Electrical			4	4						8	\$ 10,000
Lift Station Final Design											
3.1 Plan and Tech Spec											
Civil plans											
General sheets (2), cover, gen notes			2	4						6	
Dimension Control sheet (1)			2	2						4	
LS site plan sheet (1)		2	2	4						8	
LS grading plan sheet (1)			2	6						8	
LS details sheet (1) pumps and piping		2	10	20						32	
LS fence and gate details			3	10						13	
LS details sheets (2) Structural			10	20						30	
LS, Valve Vt, Meter Vt, Gen Pad, Transformer Pad, Odor Control Pad											
Erosion Control sheet (1)			2	2						4	
Ex LS Demolition sheet (1)			2	2						4	
Ex LS Site grading sheet (1)			2	2						4	
Technical Specs											
Division 02 Site Work (13 specs)			12	18	7					37	
Division 09 Finishes (2 specs)			2	4						6	
Division 11 Equipment (2 specs)			10	10						20	
Division 13 Instrumentation (4 specs)											
Coordination with Elect Sub			4	2						6	
Division 16 Electrical (12 specs)											
Coordination with Elect Sub			4	2						6	

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **6,000**
 Expenses: \$ **-**
 Allocation: \$ **300**
TOTAL: \$ 6,300

Task Information

Number: **215**
 Name: **LS Bidding**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I								Senior Professional II								Professional								Professional								Subtotal	
		P7	P5	P3	B5					P7	P5	P3	B5					P7	P5	P3	B5					P7	P5	P3	B5					(Hrs)	Expenses (\$)
a) Bid Plan/Spec Deliverables																																			
b) Bid Assistance																																			
i) Addenda Prep			2	2	6																													10	
ii) Question Responses			2	2	6																													10	
iii) Bid Opening																																			
iv) Bid Tabulatoin																																			
v) Evaluatoin of bid results																																			
vi) Recommendation of award ltr																																			
c) conformance plans and specs			2	2	2																													6	
Subtotals:			6	6	14																													26	\$ -

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35 Utility Reloc (split to Milam**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **16,500**
 Expenses: \$ **5,500**
 Allocation: \$ **800**
TOTAL: \$ 22,800

Task Information

Number: **216**
 Name: **LS CCA**
 Task Mgr:

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I							Senior Professional II							Professional							Subtotal	(Hrs)	Expenses (\$)
		P7	P5	P3					P7	P5	P3					P7	P5	P3							
a) shop drawings (assume 20)	2	10	10	20																		42			
b) pump startup				5	5																		10		
d) final walkthrough and punch list				3	3																		6		
Plan/Spec Interpretation - RFIs 4, 2hr ea	2	2	4	8																			16		
2.4 Sub Coordination - Electrical				2		5	Electrical - BGD																7	\$ 4,000	
							Structural - Falkofske																	\$ 1,000	
Subtotals:	4	12	24	36	5																		81	\$ 5,000	

Hourly Fee Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

B	ANALYST	115.00
B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00

Effective September 2020 and subject to revision.

3rd Party Inspection Services

Raba Kistner

ORDINANCE NO. 23-1486

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RABA KISTNER, INC., FOR CONSTRUCTION INSPECTION SERVICES FOR THE RELOCATION OF WATER AND WASTEWATER UTILITIES ALONG I-35 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FREEWAY WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7894-004 – PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES AWARDED TO RABA KISTNER, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,050,000.00).

WHEREAS, on March 22, 2022, the City Council approved a pre-qualified professional services list for construction inspection and construction management services for various Capital Investment Projects within the City of Denton (Ordinance 22-523), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Raba Kistner, Inc., for construction inspection services for the relocation of water and wastewater utilities along I-35 in support of the Texas Department of Transportation Freeway widening project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

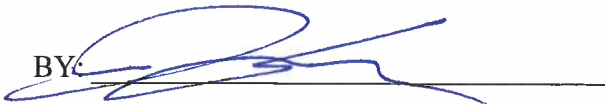
The motion to approve this ordinance was made by Brian Beck and seconded by Paul Meltzer. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Holland, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Watts, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 15th day of August, 2023.



GERARD HUDSPETH, MAYOR

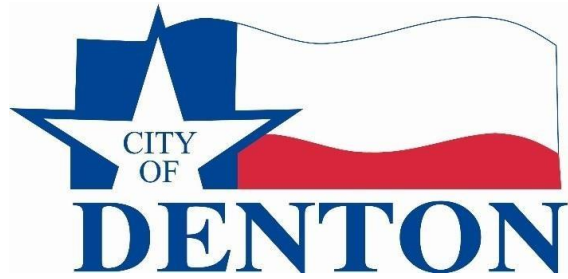
ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: 
Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityof
denton.com, c=US
Date: 2023.07.26 16:14:13
-05'00'



DocuSign City Council Transmittal Coversheet

PSA	7894-004
File Name	Inspection Services for I-35 Utility Relocations
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1486

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Raba Kistner, Inc., with its corporate office at PO Box 690287, San Antonio, TX 78269 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Construction Inspection Services for I-35 Utility Relocations Projects (the "PROJECT").

SECTION 1 **Scope of Services**

- A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **\$1,050,000** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the

construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.
- f. Insurers for all policies must be authorized to do business in the State of

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

- g. Any deductible or self-insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
 - b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
 - b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
 - c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be

changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services, Compensation, and Project Schedule
- Attachment B – Conflict of Interest Questionnaire

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

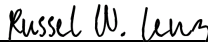
Duly executed by each party's designated representative to be effective on 08/15/2023.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:

 Sara Hensley, City Manager

BY:
ENGINEER
RABA KISTNER, INC.

DocuSigned by:
 Russel W. Lenz
 Authorized Signor

Title: President & COO

2023-1049342

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Traci Crain
7B468FAD71BC4F2...
Signature

Director of Capital Projects
Title

Engineering / Capital Projects
Department

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
BY: *Jesus Salazar*
2437C77B897541D...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: *Marcella Lunn*
4B070831B4AA438...

Attachment A

June 30, 2023

Proposed scope and pricing for City of Denton Inspection Contract, RFQ 7894-004

RABA KISTNER (RK) is pleased to submit our proposed pricing to provide the Construction Inspection Services for the City of Denton's I-35 Utility Relocation (Water/Wastewater) project.

I. PROJECT DESCRIPTION

The I-35 Utility Relocation Projects from the merge to Milam Road. The Scope of Work is to cover the Construction Administration Services including inspection. This Scope of Work is intended for the City to comply with Local Transportation Project Advance Funding Agreement, whereby the City has the responsibilities for the construction of the Project.

II. GENERAL REQUIREMENTS

Raba Kistner will provide the following services (if required):

Task A. - Utility Coordination

- Assist the City in the franchise utility coordination efforts during the preconstruction and construction phases.
- Prepare and maintain a list of potential franchise utility conflicts.
- Monitor each utility company's relocation efforts and schedule during the preconstruction and construction phases.
- Answer questions from the utility owners and attend monthly utility coordination meetings, including any project specific utility coordination meetings as necessary.
- Verify that the utility installations are in the locations per their designs and permits.

Task B. - Plan Constructability Review

- Review the plans for constructability and provide comments to the City with recommendations for improvement and cost saving measures (If needed).

Task C. - Project Inspections

Pre-Construction Phase

- Document the pre-construction conditions.
- Review the project plans and contract documents.

- Notify the City of any omissions, overages or under runs of the bid items.
- Attend the required pre-construction meeting with the contractor and with the public.

Construction Phase

- Verify that the project is built according to the plans and specifications, and all contract documents.
- Inspect contractor's work for adherence to the project's plans and specifications.
- Complete all fields in Procore, unless otherwise directed by the City' Staff.
- Perform inspections and review the construction of the Project to monitor compliance with the PS&E and document construction activities using daily reports, journal, logs, or other, as necessary.
- Verify all the specifications and special provision requirements are met for inspected items of work, such as, materials, construction, and measurements.
- Inspector shall attend any meetings required by the City to discuss specifications and action plans with regards to the pertinent bid items, e.g., Pre-Con meetings, Safety meetings, construction meetings etc.
- Coordinate with the City's Project Manager, to compare actual construction status with the Contractor's monthly update. Verify accuracy of the schedule, actual start dates, actual finish dates, and percent complete or remaining duration. Review the monthly Daily Work Reports (DWR).
- Perform SWP3 inspections in accordance with the frequency required by the City.
- Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Report any issues with the contractor or citizens to City staff.
- Maintain red-line drawings of project to document field changes during construction.
- Maintain daily log record of project.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide weekly pictures of construction progress to be transmitted to City with monthly construction estimate.
- Monitor the effects of weather (calendar-day projects) and other non-excusable impacts on the schedule and provide means to separate these from excusable impacts.
- Prepare pay estimates and quantities to be field verified with the contractor.
- Provide report of any accidents or incidents that occur in the Project area.

Post-Construction Phase

- Perform preliminary walk through with contractor to create punch-list of corrections.
- Ensure that all work required of the contractor has been completed.
- Schedule, attend and participate in the final inspection with City staff and the contractor.
- Prepare close-out documents required by the City.

We are proposing our Senior Inspector, William "Bill" Mason based on full time, during normal work hours (40+ hrs. /week) for the above referenced project with a tentative start date beginning upon the effective date of the contract. Normal work hours are defined as Monday through Friday, 7:30 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day. Following are the fee summary rates to provide the required services for the referenced project are:

<u>Inspector III (10-15)</u>	<u>\$95.00 /hr</u>
<u>Inspector IV (15-20)</u>	<u>\$110.00 /hr</u>
<u>Inspector V (20-25)</u>	<u>\$128.72 /hr</u>
<u>Field Engineer/EIT</u>	<u>\$144.21 /hr</u>
<u>Professional Engineer</u>	<u>\$193.25 /hr</u>
<u>Administrative Assistant</u>	<u>\$72.50 /hr</u>
<u>Project Manager</u>	<u>\$202.75 /hr</u>
<u>Project Principal</u>	<u>\$281.75 /hr</u>
Vehicle Travel Charges from our office to the project.....	\$0.65 /mile

Thank you for allowing **RK** the opportunity to submit our proposal, we are excited and looking forward to receiving our first task order or work agreement for providing construction inspection services for the city of Denton. If you have any questions concerning this proposal or need any additional information, please do not hesitate to contact me at tony.bokaie@rkci.com or call me at (214) 906-4430.

Very truly yours,

RABA KISTNER

Tony Bokaie, P.E., MSCE
North Texas Transportation Service line Manager

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

Not Applicable

- Utility Joint Use Agreement (ROW-U-JUA)
 - Plans with joint use area highlighted are included.

- RULIS Permit Number: DAL20230112140252 and DAL20230112135929
 - The utility should obtain an approved permit before the start of construction inside of the highway right of way.

- Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment "F" Eligibility Ratio

Not Applicable

Eligibility Ratio established: _____ %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- Toll Road (Minimum of 50%)
- SP2125 Approved Application (100%)
Minute Order #: _____
- Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Attachment "G" Betterment Calculation and Estimate

Not Applicable

- Elective Betterment Ratio established: _____ %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide explanation below)

- Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

Attachment “H” Proof of Property Interest

Not Applicable

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest is documented through applicable affidavits and required attachments.

ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

SP2125

Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

ORDINANCE NO. 23-1271

AN ORDINANCE APPROVING A WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD UTILITY RELOCATIONS PROJECT (TXDOT CSJ# 0195-03-087), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AND DELIVER THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$12,698,742.56 FOR WATER AND WASTEWATER UTILITY RELOCATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the I-35 E From US 380 to Milam Road Utility Relocation Project (“Utility Relocation Project”);

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within the Denton city limits in anticipation of the TxDOT’s I-35E Widening project with a current project letting schedule of September 2023; and

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the City as indicated in the following statement of work:

- 1) CSJ 087 Water Line: Install approximately 1,941 LF of 20” HDPE, 6,126 LF of 12” PVC, 911 LF of 8” PVC, 40 LF of 6” PVC longitudinal to IH35 from IH35 Sta 2113+99 to IH35 Sta 2243+20. Install approximately 217 LF of 18” steel casing, 1,523 LF of 24” steel casing, 468 LF of 30” steel casing longitudinal to IH35 with two IH35 Crossings at Sta 2144+88 and Sta 2186+28. Approximately 2,574 LF of 16”, 6,474 LF of 12”, 1,832 LF of 8”, 150 LF of 6”, and 25 LF of 4” water line to be abandoned in conflict with right-of-way expansion and proposed pavement and storm sewer.
- 2) CSJ 087 Wastewater Line: Install approximately 2,211 LF of 12" PVC gravity sewer, 1,310 LF of 8" PVC gravity sewer, 144 LF of 12" HDPE force main, 85 LF of 8" HDPE force main, 221 LF of 6" HDPE force main longitudinal to I-35 from Sta 2114+89 to 2170+29. Install approximately 1,327 LF of 24" steel casing and 201 LF of 18" steel casing with two crossings of I-35 at Sta 2202+58 and 2230+75. Approximately 1,578 LF of 8”, 3,320 LF of 6”, wastewater line to be abandoned in conflict with right-of-way expansion and pavement;

WHEREAS, the City of Denton is responsible for relocating the City’s utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, In an effort to meet TxDOT’s anticipated roadway construction schedule, the Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT’s recently expanded right-of-way between US-380 and Milam Rd; and

WHEREAS, the TxDOT will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation; and

WHEREAS, TxDOT, upon receipt of evidence it deems sufficient, acknowledges the City's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work; and

WHEREAS, TxDOT will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement.

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in the amount of expenditure of funds in the amount of Twelve Million, Six Hundred Ninety-Eight Thousand, Seven Hundred Forty-Two and 56/100 Dollars (\$12,698,742.56) for the I-35 E From US 380 to Milam Road Utility Relocation Project in the City and County of Denton.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreements No. U00011547, a copy of which is attached hereto as Exhibits " A " and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

SECTION 5. That this ordinance shall become effective immediately upon its passage and approval.

[Signatures to appear on the following page]

The motion to approve this ordinance was made by Brian Beck and seconded by Brandon Chase McGee. The ordinance was passed and approved by the following vote [6 - 0]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Holland, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brandon Chase McGee, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Watts, At Large Place 6:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PASSED AND APPROVED this the 18th day of July, 2023.



 GERARD HUDSPETH, MAYOR

ATTEST:
 JESUS SALAZAR, INTERIM CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

By: 





4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

July 31 , 2023

Mr. Sara Hensley, City Manager
City of Denton
1659 Spencer Rd.
Denton, TX 76205

RE: Approved Standard Utility Agreement – ROWIS U# NA/ Utility ID U00011547
City of Denton
IH 35 Project from: US 380 to: US 77 North of Denton
RCSJ: 0195-03-091 / CCSJ: 0195-03-087
Federal Project Number: NH 2020 (575)
Denton County

Dear Ms. Hensley,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment "A")
3. Accounting Method (Attachment "B")
4. Schedule of Work (Attachment "C")
5. Statement Covering Contract Work (Attachment "D")
6. Utility Joint Use Agreement/Utility Installation Review (Form ROW-U-JUA) (Attachment "E")
7. Eligibility Ratio (Attachment "F")
8. Betterment Calculation and Estimate (Attachment "G")
9. Proof of Property Interest (Attachment "H")

Also attached are the specifications for utility construction including: *General Utility Installations, Aerial Installations, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications, "Buy America" guidelines, and a copy of Form 1818.*

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. This utility adjustment consists of relocating approximately 9,018 LF of existing water lines and 3,971 LF of existing gravity and force main wastewater lines. To complete all adjustments in 0195-03-087, the City of Denton's water and wastewater relocations in this package are from IH 35 STA 2114+00 to STA 2237+09 to just north of US 77. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

The City of Denton has submitted a calculated total estimated cost for this adjustment of \$12,698,742.56. The replacement is all in kind with no betterment dollar value. There is no elective betterment or declared salvage credit associated with this plan of adjustment.

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid

Interstate projects. "Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

1. Highway Name – RCSJ 0195-03-091 – City of Denton (ROWIS U# NA/Utility ID U00011547)
2. Starting and Ending Dates of Construction
3. If applicable, "Buy America" Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility's 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Amanda Miller, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item's supporting documentation included. The Utility Coordinator for this Area Office is Leonard Chapman (940) 230-5350.

Questions regarding this adjustment may be directed to Jose Olivares at (214) 319-6507.

Sincerely,

DocuSigned by:

CD610F6E0D584EF...

John Hudspeth, P.E.
Deputy District Engineer, Dallas District

Attachments 
cc: Lesley Taylor

Darla Payberah, P.E.
Travis Campbell, P.E.
Amanda Miller P.E.
Sara Hensley



DS
DP

DS
JTC

OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



July 28, 2023

Darla Payberah
TxDOT – Dallas District Utility and Survey Supervisor
4777 E. Highway 80
Mesquite, Texas 76021
214-320-6648

Re: ROW CSJ 0195-03-091 IH 35 from US 380 to US 77 North of Denton Standard Utility Agreement Submittal

Subject: Standard Utility Agreements (SUA) for City of Denton (U00011547)

Dear Mrs. Payberah:

The City of Denton (the City) would like to submit this Standard Utility Agreements (SUA) for your approval. This SUA is for the adjustment of an existing water and wastewater facilities (U00011547) located in Denton, TX which are currently located completely within acquired TxDOT ROW, including water lines that are in existing easement. For water and wastewater lines not in existing easement, the City has included the signed 2002 City Ordinance subsection 35.21.4 and was carried over to the most current 2019 Denton Development Code in subsection 7.6.7, requiring that all relocations be in an easement.

Plans in Attachment A are utilizing Revised Plans Adequate received July 2022, which included the Windsor Road intersection and the frontage road adjustments at Barthold Road and at Loop 288. All work under this Standard Utility Agreement has been performed using a contractor selected during a competitive bid process advertised, selected, and approved by City. The 3 closest bid tabs are included. The estimated construction start date for the work this agreement is September 11, 2023. The relocations and abandonment and removals are expected to be completed by March 29, 2024. The City is providing an incentive to the Contractor to finish early and the Contractor plans to begin work on August 1. Prior to the underground work being performed, LTRA will inspect steel casing and ductile iron pipe (if selected) and confirm Form 1818 with MTR's are properly filled out and signed. Future construction challenges will include the City of Denton's relocation at Barthold Road at the Loves Station, Parcel 38.

The relocations include relocating approximately 9,018 LF of existing water lines and 3,971 LF of existing gravity and force main wastewater lines. To complete all adjustments in 0195-03-087, the City of Denton's water and wastewater relocations in this package are from IH 35 STA 2114+00 to STA 2237+09 to just north of US 77. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules. Existing easement documentation after Attachment H include a 20' City of Denton Public Utility Easement taken from Parcel 2, Kaylan's Inc., Parcel 03, Stephen and Gary Martin Addition, Parcel 04, Rayzor Ranch North, Parcel 5, Rinker Subdivision, Parcel 06, Coconut Properties LLC, Parcel 8, Paces Hotel LLC, Parcel 9, Health Service of North Texas, Inc. A City of Denton 20' Utility Easement taken from Parcel 15, Glory of Zion



Engineering
Surveying
Subsurface Utility Engineering
Construction Management

International Ministries, Inc, Parcel 15A, Hunt Windsor, LLC, Parcel 15B, 32 Hundred Windsor Gardens LP & JRM and Parcel 16, Salvaging Teens at Risk Inc D/B/A the Educator Center. A 20' Utility & sidewalk easement is taken from Parcel 16, Zimmerer Denton LLC, Parcels 17/18, RV Land Acquisition LP, Parcel 20 Wilbarger Street LP, Parcel 21, The Rockline-Denton Group P/S. An unidentified City of Denton utility easement is taken from Parcel 25, Lisa J Harris Investment Trust. A City of Denton 20' Public Utility Easement is taken from Parcels 36/37 Westglen Partners Ltd, Parcel 38, Loves Travel Stops & Country Stores, Inc., Parcel 39 Mark D & Madeliene M. Foster. A City of Denton 16' Public Utility Easement is being taken from Parcel 40, TA Operating LLC.

This Utility Assembly includes all documents required by the TxDOT Dallas District based on review completed by appropriate representatives. Included in the scope of work is the placement of a total of IH 35 STATIONS are referenced on all relocations and the parcel numbers are included in the plans.

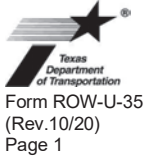
The Estimated Cost of the relocations in RCSJ 0195-03-074 is \$12,698,742.56 with no elective betterment. Attachment G is followed by a Forced Betterment letter clarifying the requirement to relocate into easement by 2019 City Ordinance, subsection 7.6.7 and that 20" HDPE is a City standard equivalent to 16" Ductile Iron pipe and should be utilize due to the shorter procurement time. A total in-kind estimate is included herein Attachment A after the plan and profiles. This relocation is completely within IH 35 ROW acquisition under this RCSJ.

We respectfully request your approval of these two SUA's as submitted. If you have any questions or require additional information, please contact me through the information provided below.

Sincerely,



Peter Borsack, P.E., PMP
LTRA Senior Project Manager
pborsack@ltraengineers.com



STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00011547**

District: Dallas
Federal Project No.: NH2020(575)
ROW CSJ: 0195-03-091
Highway Project Letting Date: Sept 2023

County: Denton
Highway: IH35
From: US 380
To: US 77

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Denton, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: CSJ 087 Water Line: Install approximately 1,941 LF of 20" HDPE, 6,126 LF of 12" PVC, 911 LF of 8" PVC, 40 LF of 6" PVC longitudinal to IH35 from IH35 Sta 2113+99 to IH35 Sta 2243+20. Install approximately 217 LF of 18" steel casing, 1,523 LF of 24" steel casing, 468 LF of 30" steel casing longitudinal to IH35 with two IH35 Crossings at Sta 2144+88 and Sta 2186+28. Approximately 2,574 LF of 16", 6,474 LF of 12", 1,832 LF of 8", 150 LF of 6", and 25 LF of 4" water line to be abandoned in conflict with ROW expansion and proposed pavement and storm sewer. CSJ 087 Wastewater Line: Install approximately 2,211 LF of 12" PVC gravity sewer, 1,310 LF of 8" PVC gravity sewer, 144 LF of 12" HDPE force main, 85 LF of 8" HDPE force main, 221 LF of 6" HDPE force main longitudinal to I-35 from Sta 2114+89 to 2170+29. Install approximately 1,327 LF of 24" steel casing and 201 LF of 18" steel casing with two crossings of I-35 at Sta 2202+58 and 2230+75. Approximately 1,578 LF of 8", 3,320 LF of 6", wastewater line to be abandoned in conflict with ROW expansion and pavement; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".


WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.


WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and

 8/1/2023
Initial Date
TxDOT

 7/31/2023
Initial Date
Utility

Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

DP 8/1/2023
Initial Date
TxDOT

SH 7/31/2023
Initial Date
Utility

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment “A”);
- Accounting Method (Attachment “B”);
- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).


All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.


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

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

 8/1/2023

 Initial Date
 TxDOT

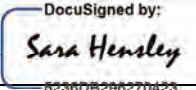
 7/31/2023

 Initial Date
 Utility

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

UTILITY

Utility: City of Denton
Name of Utility

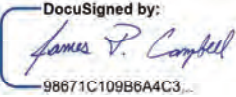
By: 
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

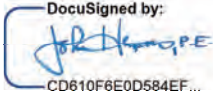
Date: 7/31/2023

EXECUTION RECOMMENDED:



98671C109B6A4C3...
Director of TP&D (or designee), Dallas District


THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission 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: 
CD610F6E0D584EF...
District Engineer (or designee)

Date: 8/2/2023


8/1/2023
Initial Date
TxDOT



7/31/2023
Initial Date
Utility

Attachment "A"


Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
 - 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

 8/1/2023

Initial Date
TxDOT

 7/31/2023

Initial Date
Utility

THE CITY OF DENTON, TEXAS PLANS FOR THE:

IH-35 UTILITY RELOCATIONS

FROM US-380 TO MILAM

IFB NO. 7968-003

TxDOT Project CCSJ 0195-03-087 & ROW CSJ 0195-03-081

WATER AND WASTEWATER UTILITY ID#: U00011547

TxDOT-Project-CCSJ-0195-02-074 & ROW-CSJ-0195-02-079
WATER AND WASTEWATER UTILITY ID#: U00017367



SHEET INDEX:

General Sheets

- 2 - GENERAL NOTES I
- 3 - PROJECT CONTROL AND BENCHMARKS
- 4 - PROPOSED SEWER LOCATION MAP
- 5 - PROPOSED UTILITY ABANDONMENT (SHEET 1 OF 4)
- 6 - UTILITY ABANDONMENT (SHEET 2 OF 4)
- 7 - UTILITY ABANDONMENT (SHEET 3 OF 4)
- 8 - UTILITY ABANDONMENT (SHEET 4 OF 4)

Water Sheets

- 10 - CSJ 087 - PROPOSED 12N WL A STA 0+00 - END
- 11 - CSJ 087 - PROPOSED 6N WL B STA 0+00 - END
- 12 - CSJ 087 - PROPOSED 12N WL C STA 0+00 - 8+00
- 13 - CSJ 087 - PROPOSED 12N WL D STA 0+00 - 28+00
- 14 - CSJ 087 - PROPOSED 12N WL E STA 0+00 - 28+00
- 15 - CSJ 087 - PROPOSED 12N WL F STA 28+00 - 38+00
- 16 - CSJ 087 - PROPOSED 12N WL G STA 38+00 - 47+00
- 17 - CSJ 087 - PROPOSED 12N WL H STA 47+00 - END
- 18 - CSJ 087 - PROPOSED 12N WL I STA 0+00 - END
- 19 - CSJ 087 - PROPOSED 12N WL J STA 0+00 - END
- 20 - CSJ 087 - PROPOSED 12N WL K STA 0+00 - END
- 21 - CSJ 087 - PROPOSED 20N WL A STA 0+00 - 19+00
- 22 - CSJ 087 - PROPOSED 20N WL B STA 0+00 - 19+00
- 23 - CSJ 087 - PROPOSED 20N WL C STA 0+00 - 19+00
- 24 - CSJ 087 - PROPOSED 20N WL D STA 0+00 - 19+00
- 25 - CSJ 087 - PROPOSED 20N WL E STA 0+00 - 19+00
- 26 - CSJ 087 - PROPOSED 20N WL F STA 0+00 - 19+00
- 27 - CSJ 087 - PROPOSED 20N WL G STA 0+00 - 19+00
- 28 - CSJ 087 - PROPOSED 20N WL H STA 0+00 - 19+00
- 29 - CSJ 087 - PROPOSED 20N WL I STA 0+00 - 19+00
- 30 - CSJ 087 - PROPOSED 20N WL J STA 0+00 - 19+00
- 31 - CSJ 087 - PROPOSED 20N WL K STA 0+00 - 19+00
- 32 - CSJ 087 - PROPOSED 20N WL L STA 0+00 - 19+00
- 33 - CSJ 087 - PROPOSED 20N WL M STA 0+00 - 19+00
- 34 - CSJ 087 - PROPOSED 20N WL N STA 0+00 - 19+00
- 35 - CSJ 087 - PROPOSED 20N WL O STA 0+00 - 19+00
- 36 - CSJ 087 - PROPOSED 20N WL P STA 0+00 - 19+00
- 37 - CSJ 087 - PROPOSED 20N WL Q STA 0+00 - 19+00
- 38 - CSJ 087 - PROPOSED 6N WL R & CSJ 074 - PROPOSED 12N WL B
- 39 - CSJ 087 - PROPOSED 6N WL S & CSJ 074 - PROPOSED 12N WL B
- 40 - CSJ 074 - PROPOSED 48E-6E VAULT (FEED TO 548E-6E)

Catholic Protection

- 41 - CATHOLIC PROTECTION TEST SECTION SCHEDULE
- 42 - CATHOLIC PROTECTION DETAILS I
- 43 - CATHOLIC PROTECTION DETAILS II
- 44 - CATHOLIC PROTECTION DETAILS III
- 45 - CATHOLIC PROTECTION DETAILS IV
- 46 - CATHOLIC PROTECTION DETAILS V

Sewer Sheets

- 47 - CSJ 087 - PROPOSED 6N SS A STA 0+00 - 9+00
- 48 - CSJ 087 - PROPOSED 6N SS B STA 0+00 - 9+00
- 49 - CSJ 087 - PROPOSED 12N SS B STA 0+00 - 9+00
- 50 - CSJ 087 - PROPOSED 12N SS B STA 9+00 - 15+50
- 51 - CSJ 087 - PROPOSED 12N SS B STA 15+50 - END
- 52 - CSJ 087 - PROPOSED 6N SS B STA 0+00 - END
- 53 - CSJ 087 - PROPOSED 6N SS B STA 0+00 - END
- 54 - CSJ 087 - PROPOSED 6N SS B STA 0+00 - END
- 55 - RV CAMPING WORLD DEMOLITION LAYOUT
- 56 - DEMOLITION DETAILS

Standard Details

- 57 - CITY STANDARD DILS 1
- 58 - CITY STANDARD DILS 2
- 59 - CITY STANDARD DILS 3
- 60 - CITY STANDARD DILS 4
- 61 - CITY STANDARD DILS 5
- 62 - CITY STANDARD DILS 6
- 63 - CITY STANDARD DILS 7
- 64 - CITY STANDARD DILS 8
- 65 - CONSTRUCTION DETAILS 1
- 66 - CONSTRUCTION DETAILS 2

Erosion Control Plans

- 67 - EROSION CONTROL PLAN (SHEET 1 OF 3)
- 68 - EROSION CONTROL PLAN (SHEET 2 OF 3)
- 69 - EROSION CONTROL PLAN (SHEET 3 OF 3)
- 70 - EROSION DETAILS

Surface Repair Sheets

- 71 - PROPOSED SURFACE REPAIR (SHEET 1 OF 5)
- 72 - PROPOSED SURFACE REPAIR (SHEET 2 OF 5)
- 73 - PROPOSED SURFACE REPAIR (SHEET 3 OF 5)
- 74 - PROPOSED SURFACE REPAIR (SHEET 4 OF 5)
- 75 - PROPOSED SURFACE REPAIR (SHEET 5 OF 5)

Traffic Control Plans

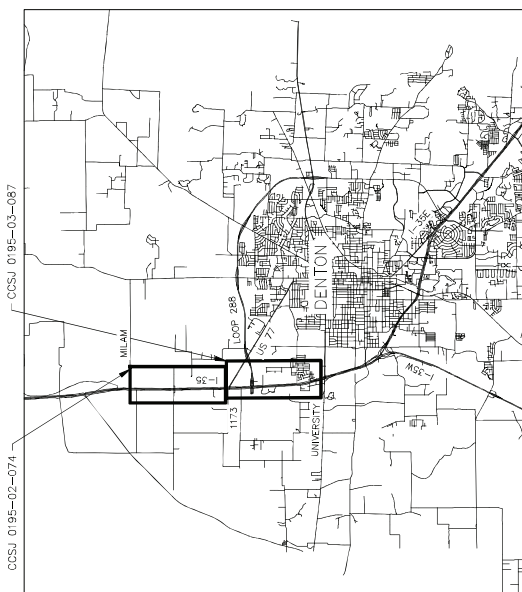
- 76 - TRAFFIC CONTROL PLAN - CONVENTIONAL ROAD SHOULDER WORK
- 77 - TRAFFIC CONTROL PLAN - ONE-LANE TWO-WAY TRAFFIC CONTROL

Electrical Sheets

- E1 - ELECTRICAL PRESSURE REDUCING VAULT PLAN
- E2 - ELECTRICAL METER VAULT PLAN
- E3 - ELECTRICAL CONTROL DIAGRAM SHEET
- E4 - ELECTRICAL PANEL SCHEDULES
- E5 - ELECTRICAL PANEL SCHEDULES & NOTES
- E6 - ELECTRICAL LEGEND SCHEDULES & NOTES

Structural Sheets

- S1 - PROPOSED STRUCTURAL VAULT SHEET



Location Map
N.T.S.

CITY OFFICIALS:

MAYOR..... GERARD HUDSPETH
 COUNCIL MEMBERS:
 DISTRICT 1..... VICKI BYRD
 DISTRICT 2..... BRIAN BECK
 DISTRICT 3..... JESSE DAVIS
 DISTRICT 4.....
 AT LARGE PLACE 5..... BRANDON MCGEE
 AT LARGE PLACE 6..... CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES
 STEPHEN GAY

CITY ENGINEER
 REBECCA DIVINEY, P.E.
 PROJECT MANAGER,
 SR. ENGINEER
 CAPITAL PROJECTS
 KYLE PEDIGO

TxDOT General Notes

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE TEXAS STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION ON THE MOST RECENT TxDOT DESIGN MANUAL REQUIREMENTS.
2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
Use the
 (CHRISTOPHER JOO, P.E. #120045)
 *THE STANDARD TxDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



Kimley»Horn

801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
 TBPE No. 928 F: 817-335-5070

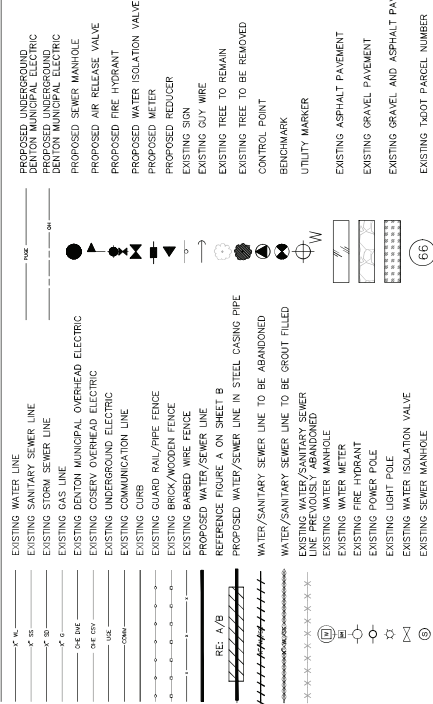
MAY 2023

NO.	REVISION	BY	DATE

GENERAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER KNOWN OR UNKNOWN, AND FOR OBTAINING ALL NECESSARY RECORDS AND PERMITS WITH RESPECT TO EXISTING UNDERGROUND FACILITIES OR CONDITIONS TO THE SITE. APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND PERMITS WITH RESPECT TO EXISTING UNDERGROUND FACILITIES OR CONDITIONS TO THE SITE. APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION.
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- CAUTION BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOX, OVAR CAMPOS (940-393-4863) 48 HOURS PRIOR TO EXCAVATION.
- CAUTION BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE TELEPHONE 48 HOURS PRIOR TO EXCAVATION. VERSION (973)718-8290, GTE (940)333-4294, JATO (917)266-6470, AND AT&T (917)338-6075.
- CAUTION BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE DENTON MUNICIPAL ELECTRIC (940)494-2000.
- FOLLOW OSHA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS AND WORK A SAFE DISTANCE FROM ALL POWER LINES. WHENEVER WORK IS TO BE PERFORMED NEAR OVERHEAD LINES, OSHA REQUIRES THAT WORKMEN AND ANY EQUIPMENT OR TOOLS ALSO REQUIRES THAT THE POWER LINES SHALL EITHER BE DE-ENERGIZED AND GROUND OR OTHER PROTECTIVE MEASURES SHALL BE TAKEN BEFORE WORK IS STARTED. OSHA REQUIRES THAT THE DISTANCE FROM POWER LINES OF 50,000 VOLTS OR MORE BE KEPT FROM OVERHEAD LINES. 10 FEET IS THE DISTANCE FOR POWER LINES OF 50,000 VOLTS OR LESS. 11 FEET IS THE DISTANCE FOR POWER LINES OF 133,000 VOLTS.
- CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND PERMITS WITH RESPECT TO EXISTING UNDERGROUND FACILITIES OR CONDITIONS TO THE SITE. APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION.
- CAUTION BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOX, OVAR CAMPOS (940-393-4863) 48 HOURS PRIOR TO EXCAVATION.
- ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
- CLEARING OF OBSTACLES WILL BEGAIN WORKER AND ONE MONTH PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND PERMITS WITH RESPECT TO EXISTING UNDERGROUND FACILITIES OR CONDITIONS TO THE SITE. APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION.
- ALL BARRIAGES, WARNING SIGNS, LIGHTS, DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.

LEGEND:



- CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONDUCT TEMPORARY TRAFFIC IF NECESSARY.
- THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A TEMPORARY TRAFFIC CONTROL PLAN IS TO BE SUBMITTED TO THE CITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
- OPERATION WITH MEASUREMENTS AND PROVIDE TEMPORARY FENCING DURING UNDESIRABLE OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
- TEMPORARY DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CURBS IMPACTED BY THE CONTRACTOR OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
- ALL TREE SWALES SHALL BE MAINTAINED IN SUCH A MANNER THAT ALL EXCESS WATER BEING REMOVED FROM THE PROJECT AREA IS DISPOSED OF IN AN APPROPRIATE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
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TXDOT STANDARD NOTES

- ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT STANDARD SPECIFICATIONS, DRAINAGE PLANS AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
- TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN THE RIGHT OF WAY.
- THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE IS NECESSARY TO MAINTAIN TRAFFIC CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RE-VEGETATION COSTS AND ANY OTHER ACTIVITIES RELATED TO THE RE-VEGETATION.
- ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOG AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
- ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TXDOT AND MUNICIPALITY INSPECTORS.
- CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TxDOT ROW AND THAT THE LENGTH OF ANY ENCASUREMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF ENCASUREMENT TO TOP OF BACKFILL OR TOP OF SECTION 3 BEYOND THE TOP OF BACKFILL. SECTION 3 BEYOND THE TOP OF BACKFILL SHALL BE PROVIDED FROM TOP OF BACKFILL TO TOP OF GRADE.
- CONTRACTOR SHALL MAINTAIN A 4' MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

PROJECT SPECIFIC NOTES:

- ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE PERMANENTLY INSTALLED TO THE UTILITY FACILITY, IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 65.410 AS AMENDED.
- THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS FOR SEQUENCING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL CONSIDERED SUBSIDIARY TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
- CONTRACTOR SHALL SEQUENCE WORK BY PRIORITIZING TXDOT CROSSINGS AND AVAILABLE LANDSCAPINGS. THIS WILL PRIMARILY START WITH IAA (074) AND PMA (087) INITIALLY. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF THEM SHALL BE MADE. CONTRACTOR WILL BE SUBSIDIARY TO CONNECTION ID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
- ALL OUTLETS, APPURTENANCES AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
- IF HOPE IS THE PIPE MATERIAL SELECTED FOR THE 10" LINE, THIS WILL REQUIRE AN USIZE IN DIAMETER TO 20" DR41 HOPE. GATE VALVES APPURTENANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS. THEREFORE, REDUCERS WOULD BE REQUIRED TO THE 10" SIZES SHOWN.
- CONSTRUCTION PROTECTION REQUIREMENTS: THE CONTRACTOR WILL BE REQUIRED TO CURB AND INSTALL THE FOLLOWING CURB AND PROTECTION SYSTEMS.
 - A CORROSION CONTROL SYSTEM CONSISTING 8" 140 ENHANCED POLYETHYLENE
 - JOINT BONDING
 - ELECTRICAL ISOLATION AT CASING CROSSINGS
 - ELECTRICAL ISOLATION AT CASING CROSSINGS

THE CITY OF DENTON
1000 W. WORTH ST. 79003
DENTON, TEXAS 76201



CITY OF DENTON
(FROM US-380 TO MILAM)
HIGH-UTILITY RELOCATIONS

GENERAL NOTES I

DATE:	MARCH 2023
CR:	
DRWING:	
CHECKED:	JFA
PKA NO.:	061024043

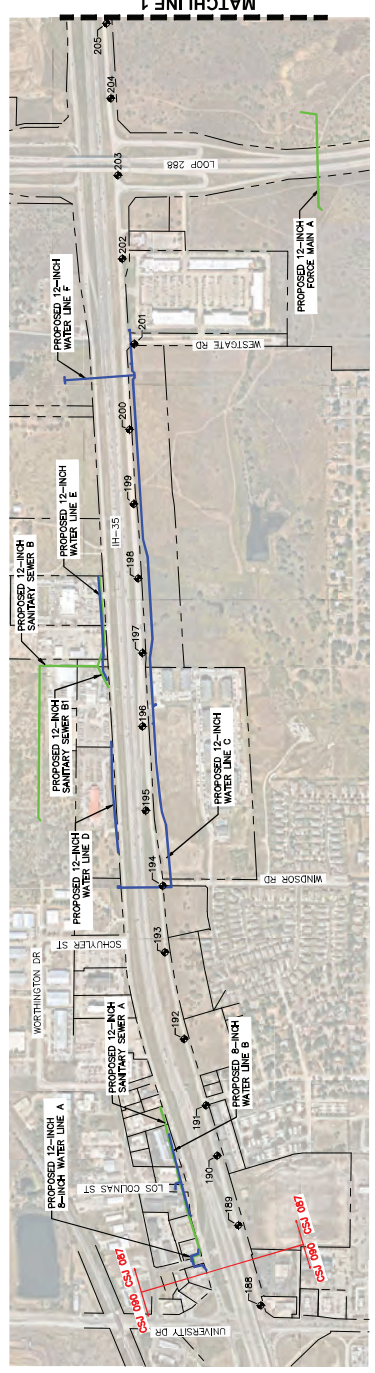


GRAPHIC SCALE IN FEET
 0 250 500 1000
 FOR 1"=100'
 FOR 11"x17" 1"=1000'

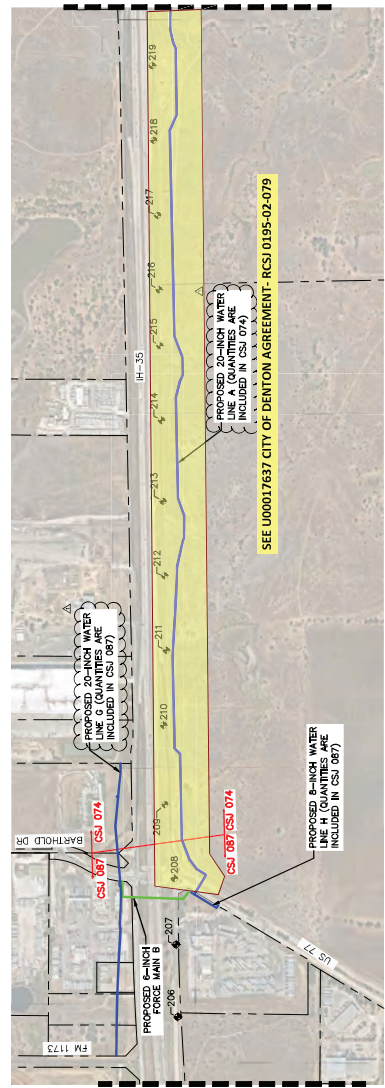
- LEGEND:**
- PROPOSED WATER LINE
 - PROPOSED SEWER LINE
 - EXISTING CONTROL POINT

SHEET NOTES

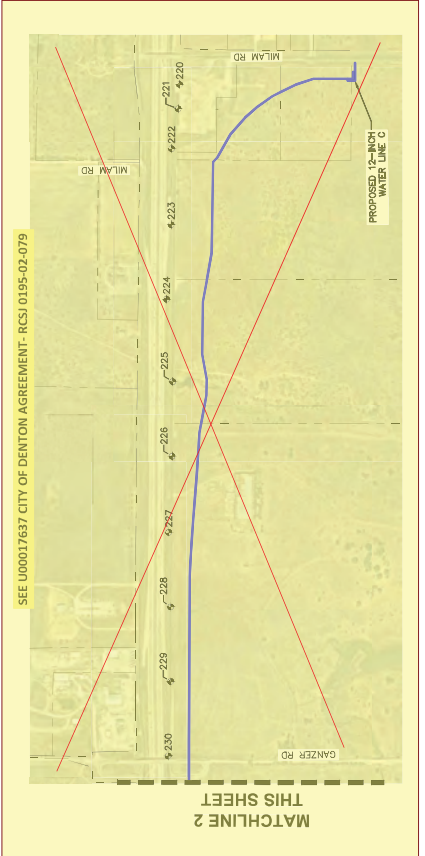
1. CONTROL POINT COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, TEXAS STATE PLAT 100,000, 6608, HARRIS NORTH CENTRAL ZONE (4204), ADJUSTED TO SURFACE ELEVATION. THE SURFACE ADJUSTMENT FACTOR IS 1.0001606330.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM (NAD83) USING SCGD 12B.



MATCHLINE 1
 THIS SHEET



MATCHLINE 2
 THIS SHEET



MATCHLINE 2
 THIS SHEET

Point #	Benchmark	Existing	Elevation	Description
188	755.44	714268.70	2274455.44	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
189	755.44	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
190	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
191	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
192	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
193	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
194	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
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215	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
216	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
217	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
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219	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
220	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
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227	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
228	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
229	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)
230	755.36	714485.58	2274222.02	BM OF M&S W/ SHIRNER (VP CONTROL POINT)

Kimley-Horn
 801 Chevy St., Suite 1000 Ft. Worth, TX 76102
 Tel: 817.335.1111
 Fax: 817.335.1111
 Web: www.kimley-horn.com



CITY OF DENTON
 HIGH-UTILITY RELOCATIONS
 (FROM US-380 TO MILAM)

PROJECT CONTROL AND
 BENCHMARKS

DATE:	APRIL 2023
DESIGN:	CFM
DRAWING:	ND08
CHECKED:	JFA
RMA NO.:	061024043

3
 SHEET

DATE:	MARCH 2023
DESIGN:	CPJ
DRAWN:	NDCH
CHECKED:	JFA
RHA NO.:	061024043

PROPOSED SEWER
LOCATION MAP

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)



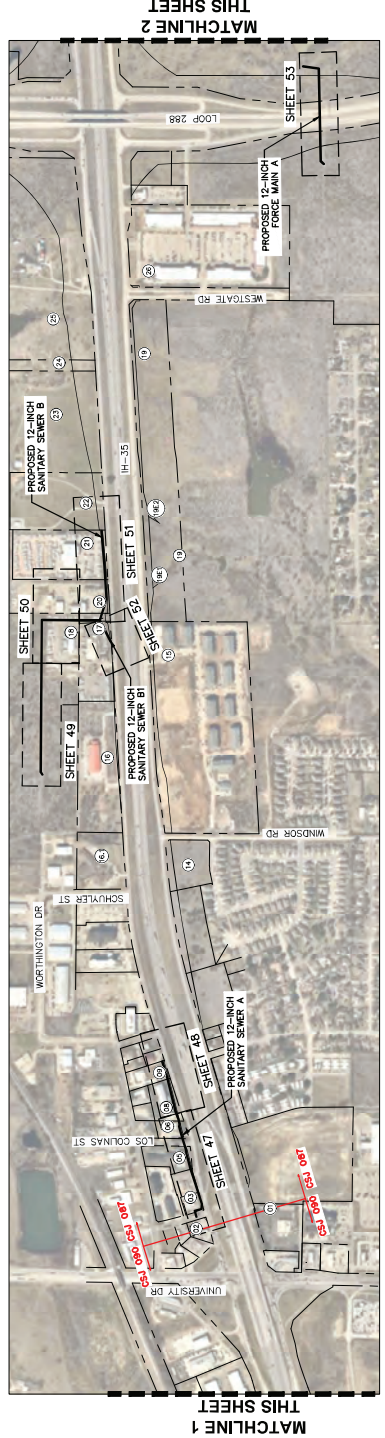
Kimley-Horn
 501 Greenway Blvd., Suite 1000 Ft. Worth, TX 76102
 TEL: 817.333.8888 FAX: 817.333.8889
 Revision: _____
 No. _____
 By: DDT



GRAPHIC SCALE IN FEET
 0 50 100
 PLAN SCALE
 1"=1000'
 FOR 11"x17" 1"=1000'

LEGEND:

- PROPOSED SEWER LINE
- TADDT PARCEL NUMBER
- PLAN VIEW ON SHEET X







City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: July 13, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Samsara Inc., amending the contract approved by City Council on June 3, 2025, in the not-to-exceed amount of \$434,929.00; said first amendment to provide additional devices for the light duty vehicles for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (File 8679 – providing for an additional first amendment expenditure amount not-to-exceed \$73,685.00, with the total contract amount not-to-exceed \$508,614.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

The Solid Waste and Recycling Department is requesting this amendment to support the installation of additional monitoring and tracking devices within the light-duty truck fleet. These devices are vital tools for enhancing overall fleet management and operational effectiveness. They improve driver safety monitoring, provide real-time visibility into vehicle and equipment activity, and strengthen accountability across all daily operations. They also ensure that comprehensive, accurate data is consistently captured for fleet-related reporting and analysis.

By expanding this technology to more vehicles, the department will be able to optimize route efficiency, reduce operational risks, and further support timely, data-driven decision-making. Implementing this amendment will help maintain reliable service delivery while advancing the department’s long-term safety, performance, and operational improvement goals.

Description	Cost
October 2026-2027	\$18,359.42
October 2027-2028	18,359.42
October 2028-2029	18,359.42
November 2029-June 2030	6,119.81
Shipping	246.78
Subtotal	\$61,444.85
Contingency (New Vehicles)	12,240.15
Total	\$73,685.00

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 3, 2025, City Council approved a contract with Samsara Inc., in the not-to-exceed amount of \$434,929 (Ordinance 25-994).

RECOMMENDATION

Award Amendment No. 1 with Samsara Inc., for additional devices for the light duty vehicles for the Solid Waste and Recycling Department, in a not-to-exceed amount of \$73,685, for a total amended contract amount of \$508,614.

PRINCIPAL PLACE OF BUSINESS

Samsara Inc.
San Francisco, CA

ESTIMATED SCHEDULE OF PROJECT

This contract expires June 3, 2030.

FISCAL INFORMATION

These services will be funded from Solid Waste & Recycling Department account 660001.7803. Purchase Order #214222 will be revised to include the first amendment amount of \$73,685. The total amended amount of this contract is \$508,614.

EXHIBITS

- Exhibit 1: Agenda Information Sheet
- Exhibit 2: Original Ordinance
- Exhibit 3: Ordinance and Amendment 1

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Adrian Hill, 940-349-8061.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 25-994

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SAMSARA INC. THROUGH THE SOURCEWELL COOPERATIVE PURCHASING NETWORK CONTRACT NO. 020221, FOR THE SAMSARA CAMERA SOFTWARE SYSTEM FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8679 – AWARDED TO SAMSARA INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$434,929.00).

WHEREAS, pursuant to Ordinance 20-197, Sourcewell has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law on behalf of the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Sourcewell program at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8679	Samsara Inc.	\$434,929.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Sourcewell for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with Sourcewell and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a

result of the City’s ratification of bids awarded by Sourcewell, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be referenced herein; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to Sourcewell, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Gerard Hudspeth and seconded by Joe Holland. This ordinance was passed and approved by the following vote [6 - 0 - 1]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Vicki Byrd, District 1:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Brian Beck, District 2:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Paul Meltzer, District 3:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Joe Holland, District 4:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Brandon Chase McGee, At Large Place 5:	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Jill Jester, At Large Place 6:	<u> </u>	<u> </u>	<u> </u>	<u> X </u>

PASSED AND APPROVED this the 3rd day of June, 2025.



 GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND SAMSARA INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON JUNE 3, 2025, IN THE NOT-TO-EXCEED AMOUNT OF \$434,929.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL DEVICES FOR THE LIGHT DUTY VEHICLES FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8679 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$73,685.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$508,614.00).

WHEREAS, on June 3, 2025, City Council awarded a contract to Samsara Inc. in the amount of \$434,929.00, for the Samsara Camera Software System for the Solid Waste and Recycling Department; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Samsara Inc., which is on file in the office of the Purchasing Agent, in the amount of Seventy-Three Thousand Six Hundred Eighty-Five and 0/100 (\$73,685.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment referenced herein. The total contract amount increases to \$508,614.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

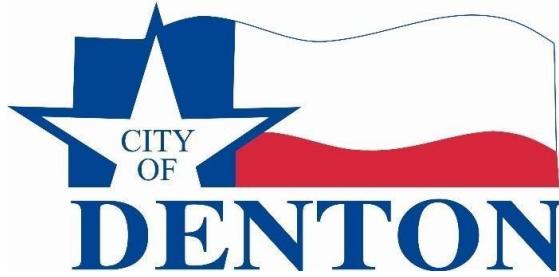
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



DocuSign City Council Transmittal Coversheet

COOP	8679
File Name	SAMSARA CAMERA SOFTWARE SYSTEM-AMENDMENT 1
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND SAMSARA INC.

THIS FIRST AMENDMENT TO CONTRACT 8679 (this “Amendment”) by and between the City of Denton, Texas (“City”) and SAMSARA INC. (“Contractor”) to that certain contract executed on June 3, 2025, in the original not-to-exceed amount of \$434,929 (the “Agreement”); for services related to the **Samsara Camera Software System**.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount **\$73,685.00** with this First Amendment for an aggregate not-to-exceed amount of **\$508,614.00**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional \$73,685.00 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of \$508,614.00.
2. The additional goods/services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for goods/services related to the Samsara Camera Software System, are hereby authorized to be performed by Contractor. For and in consideration of the additional goods/services to be performed by Contractor, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date _____.

“CONTRACTOR”
SAMSARA, INC.

Signed by:
By: Adam Eltonky Executive Vice President,
AUTHORIZED SIGNATURE, TITLE

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.
Chief Administrative Officer

Signed by:
Brenda Haney Brenda Haney
SIGNATURE PRINTED NAME

“CITY”
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

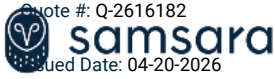
Director
TITLE
Solid Waste & Recycling
DEPARTMENT

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:
_____ CITY SECRETARY

By: _____



Quote #: Q-2616182
Issued Date: 04-20-2026
Expires 05-20-2026
Order Number: S-2859481

EXHIBIT A

The Connected Operations Cloud

Sourcewell Contract #: 020221-SAM

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 10-30-2026

Prepared For:

City of Denton
215 E. McKinney
Denton,
Texas
76201

Prepared By:

Matthew Rangel
matthew.rangel@samsara.com

Cost Overview

License Term: contract expiration June 3, 2030

Total License Cost	USD \$61,198.07
Hardware and Accessories	Included
Shipping and Handling*	USD \$246.78
Total Sales Tax*	USD \$0.00
Total	\$61,444.85



The Connected Operations Cloud

Product Overview

SHIP TO Adrian Hill
1527 S. Mayhill Rd
Denton, Texas, 76208
United States

Hardware & Accessories

Net Unit Price

Total Price

Vehicle IoT Gateway, model VG55

Included

Included

HW-VG55-NA• QTY: 30

Enhanced VG Series OBDII J1962 L-mount cable

Included

Included

CBL-VG-COBDII-Y1• QTY: 30

Dual-facing dash-camera, series 4

Included

Included

HW-CM34• QTY: 30

Total Price:

Included

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com



The Connected Operations Cloud

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 30	\$192.00	\$5,760.00
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 30	\$419.98	\$12,599.42
Total Price:		\$18,359.42

Samsara Inc.

1 De Haro Street, San Francisco, CA 94017 • samsara.com

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

SAMSARA INC.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

Signed by:
Adam Eltonky

6/24/2026

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 8AACC931-265F-853A-8055-3825D1977D57
 Subject: Please DocuSign: City Council Contract 8679 Amendment 1
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Crystal Westbrook
 901B Texas Street
 Denton, TX 76209
 crystal.westbrook@cityofdenton.com
 IP Address: 198.49.140.104

Record Tracking

Status: Original
 5/18/2026 1:11:00 PM

Holder: Crystal Westbrook
 crystal.westbrook@cityofdenton.com

Location: DocuSign

Signer Events

Crystal Westbrook
 crystal.westbrook@cityofdenton.com
 Senior Buyer
 City of Denton
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lori Hewell
 lori.hewell@cityofdenton.com
 Purchasing Manager
 City of Denton
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Leah Bush
 leah.bush@cityofdenton.com
 Assistant City Attorney
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Adam Eltoukhy
 legalsignatures@samsara.com
 Executive Vice President, Chief Administrative
 Officer
 Samsara Inc.
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
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Signature

Completed

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Initial

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Signed by:

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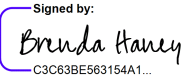
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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p>	<p>Sent: 6/24/2026 2:41:44 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None)</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Kristi Fogle kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None)</p>
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 5/18/2026 1:31:04 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Carbon Copy Events	Status	Timestamp
<p>Legal Team legalnotices@samsara.com EVP, Chief Legal Officer Samsara Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/2/2025 11:23:13 AM ID: 3e54f1d2-9bf1-45ca-abdf-626e3865113a</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 6/9/2026 8:59:35 AM Viewed: 6/9/2026 9:20:42 AM</p>
<p>Iva Gaylord Iva.Gaylord@samsara.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/23/2026 12:05:21 PM ID: ee8bf83-1790-443e-b2ac-94da64b6eafb</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 6/24/2026 1:40:47 PM Viewed: 6/24/2026 1:41:55 PM</p>
<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 10px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 6/24/2026 2:41:45 PM Viewed: 6/24/2026 4:27:44 PM</p>
<p>Adrian Hill adrian.hill@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/20/2026 8:29:39 AM ID: 81cc793a-46f3-4eb8-bae4-cdd39be73399</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/18/2026 1:29:13 PM
Envelope Updated	Security Checked	6/9/2026 8:59:34 AM
Envelope Updated	Security Checked	6/9/2026 8:59:34 AM
Envelope Updated	Security Checked	6/9/2026 8:59:34 AM
Envelope Updated	Security Checked	6/23/2026 8:45:13 AM
Envelope Updated	Security Checked	6/23/2026 8:45:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: July 13, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 9050 for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric; and providing an effective date (RFP 9050).

INFORMATION/BACKGROUND

The City of Denton solicited proposals for transformer oil and breaker SF6 testing for 42 transformers and 160 transmission breakers located across 23 substations in and around the city. The current solicitation combined two (2) distinct service areas; testing and maintenance into a single scope of work. During the evaluation process, it became clear that the bundled structure limited competition and did not yield proposals that fully met the operational and technical needs of the department.

By splitting the scope into two (2) independent solicitations, the department can refine the specifications for each service, improve clarity, and encourage more competitive and specialized responses. For these reasons, the department recommends rejecting all current bids and proceeding with a revised approach that separates testing services from maintenance services into two distinct solicitations.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

RECOMMENDATION

Staff recommends rejection of all proposals for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

For information concerning this acquisition, contact: Brian Walding, 940-349-7600.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 9050 FOR ELECTRIC SUBSTATIONS TRANSFORMER OIL AND BREAKER SF6 TESTING FOR DENTON MUNICIPAL ELECTRIC; AND PROVIDING AN EFFECTIVE DATE (RFP 9050).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Transformer Oil and Breaker SF6 Testing (RFP 9050) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFP 9050 – Transformer Oil and Breaker SF6 Testing) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFP 9050.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the RFP 9050 to reject said proposals to the City Manager, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [__ - __]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
June 22, 2026

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, June 22, 2026, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock

Also present: General Manager Antonio Puente, Jr., and First Assistant City Attorney Marcella Lunn

Absent:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

There were no presentations from the public.

2. CONSENT AGENDA

The Consent Agenda consisted of Item 2 A.

Board Member Rayner moved to recommend adoption of agenda items 2 A. Motion seconded by Board Member Newquist; motion carried.

YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock

NO (0):

A. PUB26-096 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Titan Utility Services, LLC, for electric utility specific training for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 9000 - awarded to Titan Utility Services, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$1,500,000.00).

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB26-099 Consider approval of the June 8, 2026 minutes.

Board Member Newquist moved to recommend adoption of agenda item 3 A. Motion seconded by Board Member Parker; motion carried.

YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock

NO (0):

- B. PUB26-083** Consider recommending adoption of an ordinance considering all matters incident and related to the issuance, sale and delivery of up to \$316,338,000 in principal amount of "City of Denton General Obligation refunding and improvement bonds, Series 2026"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date.

Matt Hamilton gave a presentation for Item B and C and answered questions from the board.

Board Member Parker moved to recommend adoption of agenda item 3 B. Motion seconded by Board Member Plock; motion carried.

YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock

NO (0):

- C. PUB26-082** Consider recommending adoption of an ordinance considering all matters incident and related to the issuance, sale and delivery of up to \$295,000,000 in principal amount of "City of Denton Certificates of Obligation, Series 2026"; authorizing the issuance of the certificates; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to said certificates; enacting other provisions relating to the subject; and providing an effective date.

Matt Hamilton gave a presentation for Item B and C and answered questions from the board.

Board Member Riback moved to recommend adoption of agenda item 3 C. Motion seconded by Board Member Newquist; motion carried.

YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, Thomas Plock

NO (0):

The Public Utilities Board convened into closed session at 9:14 AM.

CLOSED MEETING

- A. PUB26-090** Deliberations Regarding Certain Public Power Utilities: Competitive Matters - Under Texas Government Code Section 551.086

Receive information from staff regarding the energy cost adjustment schedule of rates for large load commercial customers that include public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same. This agenda item is related to Individual Consideration Agenda item ID PUB26-084 and will be a placeholder if Public Utilities Board members have questions requiring confidential discussion as allowed by law.

The Public Utilities Board reconvened at 9:31 AM from the closed session and no official action was taken.

D. PUB26-084 Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates for Electric Service; providing for a repealer; providing for a severability clause; and providing for an effective date.

Melissa Cuevas gave a presentation and answered questions from the board.

Board Member Parker moved to recommend adoption of agenda item 3 D. Motion seconded by Board Member Plock; motion carried.

YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, Thomas Plock

NO (0):

E. PUB26-101 Management Reports

2. Future Agenda Items
3. New Business Action Items

4. CONCLUDING ITEMS

With no further business, the meeting was adjourned at 9:37 am.

DEVIN TAYLOR
CHAIR
CITY OF DENTON, TEXAS
Minutes approved on: 07/13/26

GINA REDFEARN
ADMINISTRATIVE MANAGER
CITY OF DENTON, TEXAS



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Water Utilities
ACM: Christine Taylor
DATE: July 13, 2026

SUBJECT

Consider recommending approval of a resolution of the City of Denton, Texas authorizing the submission of an application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant Program in an amount up to \$35,000,000 for the funding of an Advanced Metering Infrastructure project; designating the City Manager as the authorized representative of the City for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB, and to take those actions necessary in connection with such application, award and administration of the grant; designating the City's financial advisor, engineer and bond counsel and authorizing them to aid, assist and appear on behalf of the City before TWDB; approving the TWDB application filing and authorized representative resolution document and the execution thereof by the Mayor; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

INFORMATION/BACKGROUND

Denton Water Utilities is seeking up to \$35,000,000 in funding from the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG). TWDB introduced a one-time grant opportunity to implement water supply and water infrastructure projects. The City of Denton is eligible to receive a grant of up to \$35,000,000 to fund one applicable project that is ready to proceed with construction. Denton Water Utilities has identified the Advanced Metering Infrastructure Implementation Program as an ideal candidate to take advantage of this grant opportunity, as it addresses one of the grant's focus areas: water loss.

On April 21, 2026, City Council awarded a contract with Badger Meter Inc. for \$26,000,000 for the AMI Implementation Program. This program will replace all the water meters throughout the City of Denton with "smart meters" in an effort to reduce overall meter reading costs and provide valuable data on water demand patterns. This project includes a customer-facing data portal that will facilitate customers' ability to better manage their water usage and empower water conservation efforts. Smart meters continuously monitor flow and compare usage data against established patterns, allowing abnormal flows to be easily identified and alert both the customer and the utility to these conditions. The additional granularity and availability of water use data through the AMI system is expected to greatly increase the effectiveness of many future water conservation management efforts. Staff is coordinating with Badger Meter to prepare an amendment to the contract that incorporates the supplemental contract conditions required by the TWDB and formally includes the installation of new meter boxes. This amendment is necessary because the original AIS incorrectly indicated that new boxes were included, when in practice the contract provided for the use of existing City of

Denton standard meter cans with new plastic lids. The inclusion of all new meter boxes is the vendor's recommendation and aligns with industry-accepted practices to ensure project uniformity and support the overall success of the installation.

The WSIG has a tiered level of funding support based on the applicant's population. Denton's population is over 150,000, which allows us to be eligible for up to \$35,000,000 in grant funding for construction costs. Due to our population, we are not eligible to receive funding for planning and design. The grant does not require any matching funds and is expected to fund 100% of the eligible project costs. The application deadline is July 31, 2026, and approvals are anticipated to be administered by the end of the year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 21, 2026, City Council approved RFP 8623 for a Professional Services Agreement between the City of Denton and Badger Meter Inc. in the not-to-exceed amount of \$26,000,000.

RECOMMENDATION

Staff recommends approval of the resolution authorizing submission of a TWDB Water Supply and Infrastructure Grant application for the Advanced Metering Infrastructure (AMI) Implementation Program and authorizing the necessary actions related to the application, award, and administration of the grant.

SUSTAINABILITY MEASURES

The project will enhance water conservation by providing customers with increased transparency into their consumption data, enabling early detection of leaks and promoting more efficient usage. Waste will be reduced through improved system monitoring and automated data collection. In addition, the project will help mitigate fossil fuel emissions by significantly reducing the need for vehicle trips traditionally required for manual meter reading and maintenance.

ESTIMATED SCHEDULE OF PROJECT

The Advanced Metering Infrastructure Implementation Program will begin meter replacements in September 2026 and is anticipated to be complete in Q4 2028.

FISCAL INFORMATION

These services are currently funded from Water Metering account 630465523 but will be reimbursed when the grant funds are released in 2027.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Resolution
Exhibit 3: Presentation

Respectfully submitted:
Stephen D. Gay
General Manager
Water Utilities and Street Operations
940-349-8086

For information concerning this resolution, contact: Terrance Jones at 940-349-7273.

Legal point of contact: Susan Keller at 940-349-8132.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON, TEXAS AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) FOR THE WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM IN AN AMOUNT UP TO \$35,000,000 FOR THE FUNDING OF AN ADVANCED METERING INFRASTRUCTURE PROJECT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE OF THE CITY FOR THE PURPOSES OF FURNISHING SUCH INFORMATION AND EXECUTING SUCH DOCUMENTS AS MAY BE REQUIRED IN CONNECTION WITH SUCH GRANT APPLICATION AND THE RULES OF THE TWDB, AND TO TAKE THOSE ACTIONS NECESSARY IN CONNECTION WITH SUCH APPLICATION, AWARD AND ADMINISTRATION OF THE GRANT; DESIGNATING THE CITY'S FINANCIAL ADVISOR, ENGINEER AND BOND COUNSEL AND AUTHORIZING THEM TO AID, ASSIST AND APPEAR ON BEHALF OF THE CITY BEFORE TWDB; APPROVING THE TWDB APPLICATION FILING AND AUTHORIZED REPRESENTATIVE RESOLUTION DOCUMENT AND THE EXECUTION THEREOF BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Water Development Board's mission is to provide leadership, technical services, and financial assistance to support planning, conservation and responsible development of water for Texas; and

WHEREAS, House Bill 500, passed during the 89th Legislative Session, appropriated \$1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board (TWDB) as a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply and water infrastructure projects; and

WHEREAS, the City of Denton, Texas (the "City") has developed the necessary application materials and desires to apply to the TWDB for a grant in an amount not to exceed thirty-five million dollars (\$35,000,000) to fully fund, with no city matching funds required, an advanced metering infrastructure project for the City of Denton; and

WHEREAS, in accordance with the rules and regulations for making such application to the TWDB, a resolution in the form attached hereto as Exhibit A must be approved by City Council; and

WHEREAS, the Public Utilities Board reviewed the proposed grant application and project on July 13, 2026, and forwarded its recommendation to the City Council; and

WHEREAS, the City Council finds it is in the best interest of the City to submit an application for the purpose stated above; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals are hereby incorporated and made part of this resolution for all purposes.

SECTION 2. Submittal of the application for the Water Supply and Infrastructure Grant Program by the City is hereby approved and authorized.

SECTION 3. The City Manager or designee is hereby designated the authorized representative of the City to take those actions necessary in connection with such application, award and administration of the grant, including for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB and to act on behalf of the City of Denton in all matters related to the grant application, receipt of funds, and any subsequent agreements and projects that may result.

SECTION 4. The City Manager, together with the City's Bond Counsel, Financial Advisor, and Engineers named in such application are hereby authorized to appear before the TWDB in support of such application and project.

SECTION 5. The City Manager is further specifically authorized to make the required assurances to the TWDB in accordance with the rules, regulations and policies of the TWDB.

SECTION 6. The Application Filing and Authorized Representative Resolution attached hereto as Exhibit A is hereby approved and the Mayor is hereby authorized to sign such resolution.

SECTION 7. The funds will be used solely for the purposes for which they are intended under the grant.

SECTION 8. This resolution is effective immediately upon its passage.

The motion to approve this resolution was made by [_____] and seconded by [_____].

This resolution was passed and approved by the following vote [__ – __ – __]:

	Aye	Nay	Abstain	Absent
Chris Watts, Mayor	_____	_____	_____	_____
Jordan Villareal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____, MAYOR

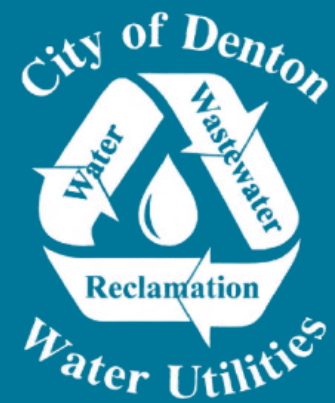
ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Texas Water Development Board - Water Supply and Infrastructure Grant

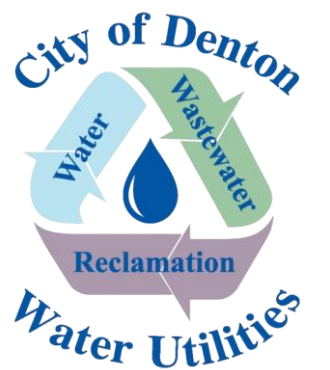


Kyle Pedigo
Planning & Engineering Division Manager



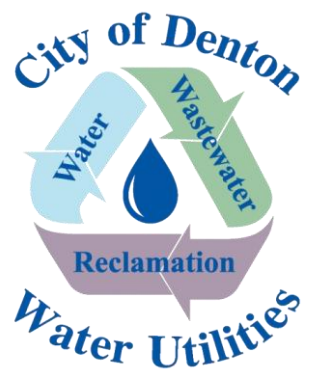
Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant

- TWDB's Water Supply and Infrastructure Grant (WSIG)
 - Established under House Bill 500 of the 89th Legislature
 - Provides 100% Grant, no local match required
 - Funds exclusively used for water supply and infrastructure projects (wastewater, drainage, or flood control projects are not allowed).
 - Application deadline is July 30, 2026
- Eligible Costs
 - Projects must address water loss, a TCEQ violation, or provide additional water supply
 - Denton is eligible to receive up to \$35,000,000, based on population
 - Construction funding (project planning and design costs are not eligible)
 - Projects must be ready to proceed (i.e., "Shovel Ready")



Advanced Metering Infrastructure (AMI) Implementation Program

- On April 21, 2026, City Council awarded the AMI Implementation Program (\$26,000,000)
 - Addresses water loss
 - Shovel ready
 - Scheduled to begin in September 2026
 - Two-year implementation schedule
- Staff is working on an amendment to the AMI contract to include new meter boxes and necessary operational equipment



WSIG Timeline

Application Deadline: July 30, 2026

Grant Commitments: Fall 2026

Grant Closing: Winter 2026 to Spring 2027

Construction must be complete by February
2031



Recommendation and Next Steps

Staff Recommendation:

The Public Utility Board recommend that City Council approve a resolution authorizing the submission of an application to the Texas Water Development Board Water Supply and Infrastructure Grant Program for funding of the Advanced Metering Infrastructure Implementation Program; authorizing the City Manager, or designee, to execute all documents necessary to apply for, accept, and administer such funding if awarded.

Next Steps:

- City Council Approval on 7/21





Questions?



Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
July 13, 2026	Budget Workshop	Budget
July 27, 2026	Water/Wastewater Quarterly Report Rate and Budget Recommendation	Water Budget
August 10, 2026		
August 24, 2026		
September 14, 2026		
September 28, 2026	Water/Wastewater Quarterly Report	Water
October 12, 2026	2027 PUB Schedule	DME
October 26, 2026		
November 16, 2026		
December 14, 2026	Water/Wastewater Quarterly Report	Water

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.	2/9/26	Riback	Major Water and Wastewater infrastructure projects such as Ray Roberts Expansion, Pecan Creek Expansion and any others the department may deem responsive to this request.	Water/Waste water – Stephen Gay	Quarterly Reports 7/27/26, 9/28/26, 12/14/26
2.					



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Office of Strategy, Budget, and Performance

ACM: Christine Taylor, Assistant City Manager

DATE: July 13, 2026

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Solid Waste, Water, Wastewater, Drainage, Electric, and Customer Service budgets.

BACKGROUND

The purpose of this work session is to provide the Public Utilities Board (PUB) with details regarding the utility funds operating budgets. This work session will include a review of prior fiscal year financial performance for each utility, current year-end forecasts, and an overview of the FY 2026-27 budget process. The City's budget emphasis continues to be focused on cost containment, financial transparency, long-term maintenance of utility assets, and system reliability.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

Respectfully submitted:
Aimée Kaslik
Chief Strategic Officer
(940) 349-7899

Prepared By:
Seth Herrell
Interim Budget Manager
(940) 349-7216

FY 2026-27 Preliminary Utility Budgets and Rates

*Understanding Today's Budget
and Preparing for Tomorrow*

Seth Herrell
Interim Budget Manager



Agenda

- **Budget Calendar**
- **Budget Development**
- **How the Budget Works**
- **2026-27 Preliminary Utility Rates & Budgets**
 - **Electric**
 - **Customer Service**
 - **Water**
 - **Wastewater**
 - **Drainage**
 - **Solid Waste**
- **Next Steps**

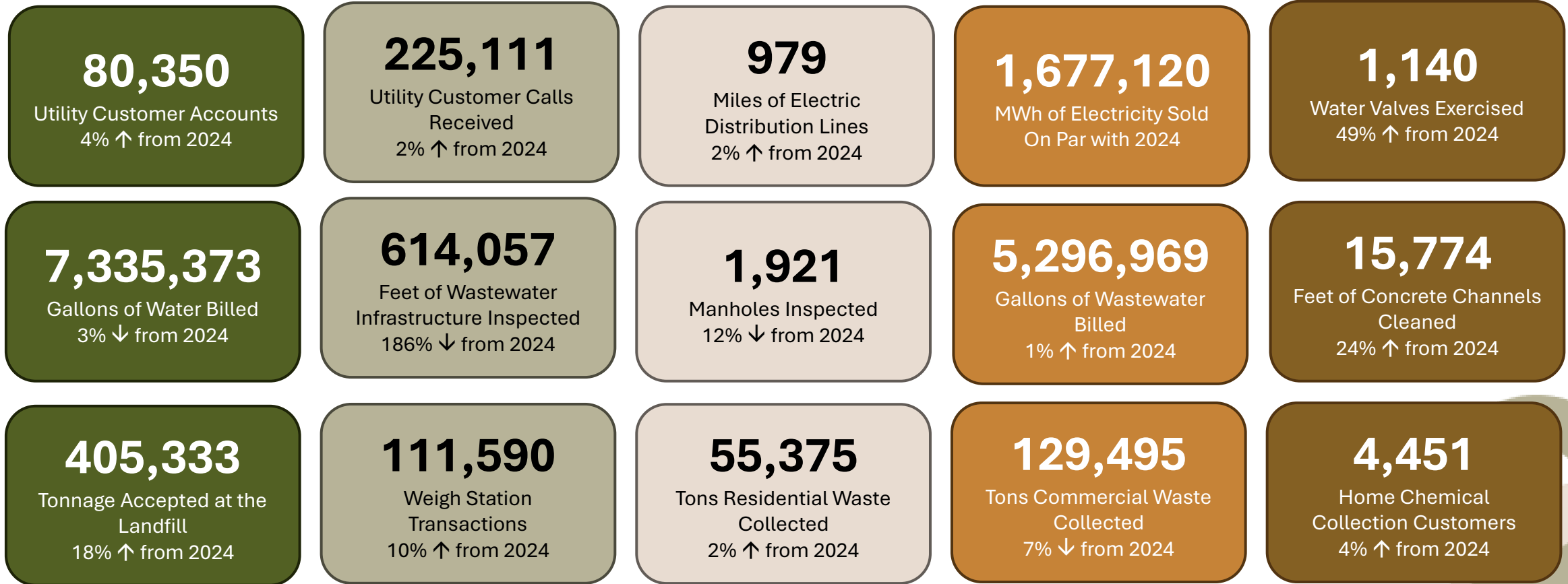
FY 2026-27 Budget Development

Annual Planning Calendar



How the Budget Works

What the Utility Funds Supports



Electric

Overview

- About
 - The Electric Fund is an enterprise fund for Denton Municipal Electric's (DME) operations, maintenance, and debt service to provide electric utility services in the City of Denton.
- Financial Assumptions
 - 3% base rate increase (effectively 1.5% increase)
 - Energy Cost Adjustment (ECA) and Transmission Cost Recovery Factor (TCRF) are pass through charges reviewed and adjusted quarterly.
 - Revenue Projections:
 - \$ 514,901,400
 - Expense Projections:
 - \$ 498,731,666
- Major Changes in Budget
 - Overall reduction of 2.8% in expenditures.
 - Creation of new Electric Planning & Inspections Division
 - Existing personnel and resources will be moved under the new Home Business Unit (HBU) to align position responsibilities with funding used to perform those operations.

Electric

Proforma

	2024-25 ACTUALS	2025-26 MOD BUDGET	2025-26 EOY ESTIMATE	2026-27 BUDGET	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	\$ 123,467,546	\$ 110,368,104	\$ 148,716,335	\$ 146,330,784	\$ 162,500,517	\$ 193,244,613	\$ 236,407,533	\$ 281,461,038
Rate Revenues								
Base Rate Revenue	\$ 112,237,946	\$ 139,864,728	\$ 113,476,209	\$ 147,327,947	\$ 169,361,607	\$ 181,206,647	\$ 190,068,757	\$ 198,048,617
TCRF Revenue	27,250,700	51,111,143	27,951,071	41,054,643	57,094,804	65,957,675	67,511,977	68,862,216
ECA Revenue	57,176,711	233,486,207	90,966,474	238,309,435	287,602,895	291,681,934	331,750,425	358,619,623
Non-rate Revenue	48,527,649	36,478,497	36,345,823	34,521,816	34,493,625	35,494,587	36,525,578	37,587,499
DEC Revenue	21,990,498	65,690,445	41,804,028	53,687,558	60,572,211	66,347,342	65,004,041	71,601,559
Total Revenue	\$ 267,183,504	\$ 526,631,020	\$ 310,543,605	\$ 514,901,400	\$ 609,125,142	\$ 640,688,184	\$ 690,860,779	\$ 734,719,514
Purchased Power	\$ 77,860,647	\$ 287,689,067	\$ 125,635,504	\$ 278,774,040	\$ 331,871,891	\$ 341,396,418	\$ 378,340,355	\$ 410,542,105
Transmission of Power	28,106,539	45,695,176	27,464,934	36,646,961	51,090,773	59,068,422	60,461,636	61,670,868
Personnel Services	24,496,835	29,473,911	24,893,119	29,681,678	30,721,251	31,792,011	32,894,894	34,030,864
Materials & Supplies	1,902,691	2,584,103	2,147,354	2,430,982	2,503,911	2,579,029	2,656,400	2,736,092
Maintenance & Repair	1,755,342	1,708,161	1,750,651	1,871,082	1,927,214	1,985,031	2,044,582	2,105,919
Insurance	1,779,695	2,081,278	2,081,277	2,109,795	2,173,089	2,238,282	2,305,430	2,374,593
Administrative Cost	22,889,347	34,480,289	24,251,650	34,737,152	40,911,663	43,045,429	46,309,601	49,210,398
Miscellaneous	1,348,599	1,031,615	1,466,876	1,524,615	1,569,603	1,615,942	1,663,670	1,712,830
Operations	8,158,662	12,009,467	9,838,853	13,786,033	14,192,018	14,610,183	15,040,892	15,484,523
Debt Service Transfers	75,129,629	71,913,275	72,483,048	75,163,503	78,558,632	75,728,356	80,034,666	83,654,095
Interfund Transfers	18,209,263	19,340,890	19,340,890	18,505,826	19,061,001	19,632,831	20,221,815	20,828,470
Transfers to Capital Projects	2,178,517	1,575,000	1,575,000	3,500,000	3,800,000	3,833,333	3,833,333	3,833,333
Total Expenditures	\$ 263,815,765	\$ 509,582,232	\$ 312,929,156	\$ 498,731,666	\$ 578,381,046	\$ 597,525,265	\$ 645,807,274	\$ 688,184,088
Ending Fund Balance	\$ 126,835,286	\$ 127,416,892	\$ 146,330,784	\$ 162,500,517	\$ 193,244,613	\$ 236,407,533	\$ 281,461,038	\$ 327,996,465
Change in Fund Balance (Use of Reserves)	\$ 3,367,740	\$ 17,048,788	\$ (2,385,551)	\$ 16,169,733	\$ 30,744,096	\$ 43,162,920	\$ 45,053,505	\$ 46,535,427
Base Rate increases				3.0%	7.0%	7.0%	4.0%	3.0%
Working Capital (8%) & Op Reserves (>38%)	\$ 121,355,252	\$ 234,407,827	\$ 143,947,412	\$ 229,416,567	\$ 266,055,281	\$ 274,861,622	\$ 297,071,346	\$ 316,564,680
Working Capital (8%) & Op Reserves (>61%)	\$ 182,032,878	\$ 351,611,740	\$ 215,921,117	\$ 344,124,850	\$ 399,082,922	\$ 412,292,433	\$ 445,607,019	\$ 474,847,020
Ending Fund Balance Minimum Target Met	YES	NO	YES	NO	NO	NO	NO	YES
Debt Service Coverage Ratio (DSCR)	1.38	1.74	1.32	1.72	1.96	2.19	2.19	2.19

Electric

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
DISTRIBUTION SUBSTATIONS	\$ 7,250	\$ 3,850	\$ 5,200	\$ 4,600	\$ 350	\$ 21,250
DISTRIBUTION TRANSFORMERS	17,000	12,000	12,000	12,000	12,000	65,000
DME - PRODUCTION PLANT	-	7,900	833	7,433	4,833	21,000
ELECTRIC - RELOCATIONS	5,500	5,500	1,500	1,500	1,500	15,500
FEEDER EXTENSIONS & IMPROVEMENTS	12,875	12,210	10,146	10,434	9,424	55,089
METERING OPERATIONS	1,940	1,931	20,853	20,833	864	46,421
NEW RESIDENTIAL & COMMERCIAL	9,450	9,553	9,670	9,789	9,908	48,369
POWER FACTOR IMPROVEMENT	250	200	200	200	200	1,050
STREET LIGHTING	695	695	495	495	295	2,675
TECHNOLOGY - SOFTWARE/HARDWARE	2,400	1,700	2,750	4,750	1,250	12,850
TRANSMISSION LINES	1,020	2,300	13,750	15,590	13,900	46,560
TRANSMISSION SUBSTATIONS	4,610	3,580	7,780	7,530	1,330	24,830
VEHICLES	3,000	3,000	3,000	3,000	3,000	15,000
BUILDING CONSTRUCTION	2,000	-	-	-	-	2,000
TOTAL	\$ 67,990	\$ 64,418	\$ 88,178	\$ 98,154	\$ 58,854	\$ 377,595

Funding Source	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt	\$ 59,490	\$ 55,618	\$ 81,595	\$ 39,671	\$ 315,855
Revenue	3,500	3,800	3,833	3,833	18,800
Cost Participation	5,000	5,000	2,750	15,350	42,940
TOTAL	\$ 67,990	\$ 64,418	\$ 88,178	\$ 58,854	\$ 377,595

Customer Service

- About
 - Provides utility billing support and processing
 - Operates Denton 311, a user friendly 24/7 connection to City services to efficiently report concerns and request response by City departments
- Major Changes in Budget
 - A credit card processing fee will be implemented October 1, 2026.
 - A percentage for all online payments for all residential and commercial customer.
 - Implementing the fee results in a \$1 million savings to the department.

Customer Service

	2024-25 ACTUALS	2025-26 BUDGET	2025-26 EOY ESTIMATE	2026-2027 PROPOSED	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	\$ 550,280	\$ 439,317	\$ 613,892	\$ 771,866	\$ 771,866	\$ 771,866	\$ 771,866	\$ 771,866
Other Revenue	\$ 572,680	\$ 397,198	\$ 552,172	\$ 484,496	\$ 494,123	\$ 508,990	\$ 519,106	\$ 534,783
Cost of Service - General Fund	763,742	749,409	749,409	358,652	369,412	380,494	391,909	403,666
Cost of Service - Electric	4,557,711	5,551,134	5,551,134	4,448,638	4,582,097	4,719,560	4,861,147	5,006,981
Cost of Service - Water	1,516,916	1,793,762	1,793,762	1,317,274	1,356,792	1,397,496	1,439,421	1,482,603
Cost of Service - Wastewater	1,693,106	1,202,726	1,202,726	1,143,152	1,177,447	1,212,770	1,249,153	1,286,628
Cost of Service - Drainage	-	533,653	533,653	498,709	513,670	529,080	544,953	561,301
Cost of Service - Solid Waste	1,905,484	1,519,476	1,519,476	1,678,768	1,729,131	1,781,005	1,834,435	1,889,468
Cost of Service - Streets	69,525	92,960	92,960	-	-	-	-	-
Cost of Service - Airport	9,131	12,621	12,621	7,574	7,801	8,035	8,276	8,525
Cost of Service - Fleet Svcs	6,002	8,035	8,035	3,782	3,895	4,012	4,133	4,257
Cost of Service - Tech Svcs	-	1,146	1,146	946	974	1,004	1,034	1,065
Cost of Service - Engineering	5,648	11,478	11,478	5,678	5,848	6,024	6,205	6,391
Total Revenue	\$ 11,099,945	\$ 11,873,598	\$ 12,028,572	\$ 9,947,669	\$ 10,241,192	\$ 10,548,470	\$ 10,859,770	\$ 11,185,667
Personnel Services	\$ 5,414,047	\$ 5,950,996	\$ 5,950,996	\$ 6,214,778	\$ 6,401,221	\$ 6,593,258	\$ 6,791,056	\$ 6,994,787
Materials & Supplies	461,343	408,995	408,995	416,130	428,614	441,472	454,716	468,358
Insurance	82,401	108,340	108,340	108,938	112,206	115,572	119,039	122,611
Miscellaneous	-	2,310	2,310	4,270	4,398	4,530	4,666	4,806
Operations	3,302,376	3,502,964	3,502,964	1,811,373	1,865,714	1,921,686	1,979,336	2,038,716
Transfers	1,697,641	1,819,818	1,819,818	1,311,930	1,351,288	1,391,827	1,433,581	1,476,589
Debt Service Transfers	78,525	77,175	77,175	80,250	77,750	80,125	77,375	79,800
Total Expenditures	\$ 11,036,333	\$ 11,870,598	\$ 11,870,598	\$ 9,947,669	\$ 10,241,192	\$ 10,548,470	\$ 10,859,770	\$ 11,185,667
Ending Fund Balance	\$ 613,892	\$ 442,317	\$ 771,866	\$ 771,866	\$ 771,866	\$ 771,866	\$ 771,866	\$ 771,866
Change in Fund Balance	\$ 63,612	\$ 3,000	\$ 157,974	\$ -	\$ -	\$ -	\$ -	\$ -

Water

Overview

- About
 - The Water Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's water utility system. It is entirely self-supported through user charges.
- Financial Assumptions
 - 5% overall rate increase
 - WIFIA federal funding approved and received in FY27
 - TMRS update from 18.6% to 18.28%
- Major Changes in Budget (reductions/additions)
 - Implementation of SCADA system

Water

Proforma

	2024-25 ACTUALS	2025-26 MOD BUDGET	2025-26 EOY ESTIMATE	2026-27 BUDGET	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	\$ 43,229,553	\$ 43,886,171	\$ 50,070,761	\$ 47,099,711	\$ 44,815,826	\$ 38,987,483	\$ 33,322,581	\$ 35,053,327
Rate Revenues	\$ 45,527,340	\$ 53,841,143	\$ 50,972,882	\$ 56,949,350	\$ 63,269,727	\$ 70,298,903	\$ 76,686,433	\$ 79,753,891
Non-rate Revenues	1,340,503	1,277,072	1,302,087	1,315,006	1,387,558	1,464,934	1,525,684	1,532,697
Interfund Transfers	3,803,921	2,944,874	2,944,874	3,231,687	3,328,638	3,428,497	3,531,352	3,637,292
Interest Income	1,537,620	1,104,267	1,602,514	1,137,395	1,171,517	1,206,662	1,242,862	1,280,148
Total Revenue	\$ 52,209,384	\$ 59,167,356	\$ 56,822,357	\$ 62,633,438	\$ 69,157,440	\$ 76,398,996	\$ 82,986,331	\$ 86,204,028
Purchased Power	\$ 2,205,082	\$ 2,212,016	\$ 2,221,739	\$ 2,463,126	\$ 2,537,020	\$ 2,613,130	\$ 2,691,524	\$ 2,772,270
Purchased Water	1,685	2,060	2,060	3,000	3,090	3,183	3,278	3,377
Personnel Services	11,167,287	13,616,587	11,178,984	13,487,567	13,892,194	14,308,960	14,738,229	15,180,375
Materials and Supplies	3,463,890	4,763,232	3,851,286	4,922,912	5,066,895	5,218,902	5,375,469	5,536,733
Maintenance and Repair	2,268,891	2,874,640	3,058,694	2,970,990	3,060,120	3,151,923	3,246,481	3,343,875
Insurance	377,004	495,690	495,690	498,435	513,388	528,790	544,653	560,993
Administrative Cost	3,947,981	4,761,342	4,414,563	4,927,637	5,377,927	5,975,407	6,518,347	6,779,081
Miscellaneous Expense	28,803	55,288	30,288	30,393	30,515	30,640	30,769	30,903
Operations	2,762,600	4,265,231	3,743,996	4,925,634	5,073,403	5,225,605	5,382,373	5,543,844
Debt Service Transfers	15,127,402	18,537,125	19,829,799	21,753,823	29,814,152	35,116,016	32,550,628	32,952,850
Capital Transfers	-	1,332,500	1,082,500	58,000	475,000	475,000	475,000	475,000
Interfund Transfers	10,607,246	9,883,809	9,883,809	8,875,806	9,142,080	9,416,343	9,698,833	9,989,798
Total Expenditures	\$ 51,957,872	\$ 62,799,520	\$ 59,793,407	\$ 64,917,323	\$ 74,985,783	\$ 82,063,898	\$ 81,255,585	\$ 83,169,100
Ending Fund Balance	\$ 43,481,066	\$ 40,254,007	\$ 47,099,711	\$ 44,815,826	\$ 38,987,483	\$ 33,322,581	\$ 35,053,327	\$ 38,088,255
Change in Fund Balance (Use of Reserves)	\$ 251,513	\$ (3,632,164)	\$ (2,971,050)	\$ (2,283,885)	\$ (5,828,343)	\$ (5,664,902)	\$ 1,730,746	\$ 3,034,928
Rate Increases				5.0%	7.0%	7.0%	5.0%	0.0%
Working Capital (8%) & Op Reserves (>25%)	\$ 17,146,098	\$ 20,723,842	\$ 19,731,824	\$ 21,422,717	\$ 24,745,308	\$ 27,081,086	\$ 26,814,343	\$ 27,445,803
Working Capital (8%) & Op Reserves (>42%)	\$ 25,978,936	\$ 31,399,760	\$ 29,896,704	\$ 32,458,662	\$ 37,492,892	\$ 41,031,949	\$ 40,627,793	\$ 41,584,550
Ending Fund Balance Minimum Target Met	YES	YES	YES	YES	YES	YES	YES	YES
Use of Impact Fees		\$ 1,732,674	\$ 1,732,674	\$ 4,500,000	\$ 3,500,000	\$ 5,500,000	\$ 16,300,000	\$ 20,000,000
Debt Service Coverage Ratio (DSCR)	1.28	1.13	1.13	1.12	1.00	1.02	1.27	1.31

Water

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Plant Improvements	\$69,154	\$134,366	\$122,528	\$100,648	\$52,512	\$479,207
Booster Stations	43	128	-	-	-	171
Facility Improvements	-	6,000	6,000	4,000	-	16,000
Transmission Lines	6,225	14,148	42,450	39,424	31,431	133,678
Taps, Fire Hydrants, & Meters	9,276	1,641	1,659	1,675	1,065	15,315
Replace Lines	20,0003	14,265	18,626	22,175	1,000	76,069
Field Service Replacements	500	500	500	500	500	2,500
Oversize Lines	2,672	4,240	5,583	3,135	1,568	17,198
Vehicle Replacements	58	475	475	475	475	1,958
TOTAL	\$107,930	\$175,762	\$197,822	\$172,032	\$88,551	\$742,097

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	\$107,872	\$175,287	\$197,347	\$171,557	\$88,076	\$740,139
Revenue Funded	58	475	475	475	475	1,958
TOTAL	\$107,930	\$175,762	\$197,822	\$172,032	\$88,551	\$742,097

Wastewater

Overview

- About
 - The Wastewater Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's wastewater utility systems. It is entirely self-supported through user charges.
- Financial Assumptions
 - 9% overall rate increase
 - WIFIA federal funding approved and received in FY27
 - TWDB Clean Water state funding approved and received in FY27
 - TMRS update from 18.6% to 18.28%

Wastewater

Proforma

	2024-25 ACTUALS	2025-26 MOD BUDGET	2025-26 EOY ESTIMATE	2026-27 BUDGET	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	\$ 16,185,182	\$ 16,810,056	\$ 18,024,248	\$ 19,662,314	\$ 19,071,656	\$ 18,538,539	\$ 20,464,307	\$ 22,523,571
Residential Sales	\$ 16,870,524	\$ 19,270,544	\$ 19,182,489	\$ 22,449,600	\$ 24,972,935	\$ 27,522,672	\$ 29,765,769	\$ 32,191,680
Commercial Sales	17,685,372	20,933,470	19,745,783	24,490,668	27,243,419	30,024,972	32,472,007	35,118,476
Non-rate Revenues	3,751,273	3,889,009	3,854,832	3,914,529	4,031,965	4,148,202	4,267,926	4,391,241
Interest Income	635,739	470,942	581,063	423,848	436,563	449,660	463,150	477,045
Interfund Transfers	507,000	-	-	-	-	-	-	-
Total Revenue	\$ 39,449,908	\$ 44,563,965	\$ 43,364,167	\$ 51,278,645	\$ 56,684,882	\$ 62,145,506	\$ 66,968,853	\$ 72,178,441
Purchased Power	\$ 1,387,680	\$ 1,236,000	\$ 1,426,934	\$ 1,466,189	\$ 1,510,175	\$ 1,555,480	\$ 1,602,144	\$ 1,650,209
Fuel	26,189	35,000	30,547	35,266	36,324	37,414	38,536	39,692
Personnel Services	6,588,213	8,479,393	6,639,614	8,250,016	8,497,516	8,752,442	9,015,015	9,285,466
Materials and Supplies	2,102,654	2,624,461	2,064,782	2,178,386	2,243,738	2,311,050	2,380,381	2,451,793
Maintenance and Repair	2,045,814	2,293,205	2,111,538	2,049,108	2,110,581	2,173,899	2,239,116	2,306,289
Insurance	282,206	371,051	371,051	373,105	384,298	395,827	407,702	419,933
Administrative Cost	3,145,290	3,514,468	3,512,964	4,202,884	4,438,390	4,891,550	5,290,211	5,721,363
Miscellaneous Expense	3,035	4,238	4,238	3,940	4,018	4,099	4,182	4,267
Operations	1,525,697	2,237,929	2,163,350	2,356,173	2,426,858	2,499,664	2,574,654	2,651,893
Debt Service Transfers	9,785,288	9,663,658	9,663,658	16,528,930	20,142,403	21,801,527	25,176,579	29,196,390
Capital Transfers	-	2,830,000	2,830,000	2,198,414	2,830,000	2,830,000	2,830,000	2,830,000
Interfund Transfers	10,530,816	10,896,951	10,907,425	12,226,892	12,593,698	12,966,787	13,351,069	13,746,878
Total Expenditures	\$ 37,422,883	\$ 44,186,354	\$ 41,726,101	\$ 51,869,303	\$ 57,218,000	\$ 60,219,738	\$ 64,909,589	\$ 70,304,174
Ending Fund Balance	\$ 18,212,207	\$ 17,187,667	\$ 19,662,314	\$ 19,071,656	\$ 18,538,539	\$ 20,464,307	\$ 22,523,571	\$ 24,397,838
Change in Fund Balance (Use of Reserves)	\$ 2,027,025	\$ 377,611	\$ 1,638,066	\$ (590,658)	\$ (533,118)	\$ 1,925,768	\$ 2,059,264	\$ 1,874,268
Rate Increases				9.0%	8.0%	7.0%	5.0%	5.0%
Working Capital (8%) & Op Reserves (>20%)	\$ 10,478,407	\$ 12,372,179	\$ 11,683,308	\$ 14,523,405	\$ 16,021,040	\$ 16,861,527	\$ 18,174,685	\$ 19,685,169
Working Capital (8%) & Op Reserves (>31%)	\$ 14,594,924	\$ 17,232,678	\$ 16,273,180	\$ 20,229,028	\$ 22,315,020	\$ 23,485,698	\$ 25,314,740	\$ 27,418,628
Ending Fund Balance Minimum Target Met	YES	YES	YES	YES	YES	YES	YES	YES
Use of Impact Fees		\$ 8,858,946	\$ 8,858,946	\$ 11,300,000	\$ 15,500,000	\$ 22,000,000	\$ 28,000,000	\$ 31,000,000
Debt Service Coverage Ratio (DSCR)	1.53	1.70	1.83	1.35	1.33	1.44	1.40	1.36

Wastewater

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Plant Improvements	\$95,221	\$216,776	\$302,172	\$261,726	\$147,893	\$1,023,789
Replace Lines	28,457	11,357	11,077	7,436	13,205	71,531
Lift station Improvements	15,299	14,245	-	-	-	29,544
Collection System Upgrade	1,733	-	-	3,111	-	4,844
Oversize Lines	2,840	1,690	1,000	1,000	1,000	7,530
Taps, Fire Hydrants, & Meters	255	260	265	270	275	1,325
Miscellaneous	1,345	6,806	6,205	2,705	344	17,406
Vehicle Replacements	2,198	2,830	2,830	2,830	2,830	13,518
TOTAL	\$147,349	\$253,963	\$323,550	\$279,079	\$165,547	\$1,169,487

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	\$143,805	\$249,827	\$320,014	\$275,543	\$162,373	\$1,151,563
Revenue Funded	3,544	4,136	3,535	3,535	3,174	17,925
TOTAL	\$147,349	\$253,963	\$323,550	\$279,079	\$165,547	\$1,169,487

Drainage

Overview

- About
 - The Drainage Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's drainage utility systems. It is entirely self-supported through user charges.
- Financial Assumptions
 - 13.5% overall rate increase supported by Raftelis Cost-of-Service study
 - TMRS update from 18.6% to 18.28%
- Major Changes in Budget (reductions/additions)
 - Watershed HBU moved from Drainage to Environmental Services
 - Increased transfer to Engineering for Capital Project management

Drainage

Proforma

	2024-25 ACTUALS	2025-26 MOD BUDGET	2025-26 EOY ESTIMATE	2026-27 BUDGET	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	\$ 2,312,617	\$ 2,312,617	\$ 2,312,617	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Residential Fees	\$ 2,222,484	\$ 2,365,364	\$ 2,374,821	\$ 2,740,219	\$ 3,203,453	\$ 3,744,997	\$ 4,378,088	\$ 5,118,204
Nonresidential Fees	3,194,678	3,169,207	3,554,207	3,643,988	4,260,004	4,980,158	5,822,054	6,806,272
Watershed Inspection Fee	13,960	18,370	14,885	-	-	-	-	-
Investment Income	-	-	21,475	9,574	9,861	10,157	10,462	10,776
General Fund Transfer	389,511	309,666	309,666	-	-	-	-	-
Total Revenue	\$ 5,820,633	\$ 5,862,607	\$ 6,275,055	\$ 6,393,781	\$ 7,473,318	\$ 8,735,312	\$ 10,210,604	\$ 11,935,252
Personnel Services	\$ 2,579,921	\$ 2,797,128	\$ 2,309,037	\$ 1,816,213	\$ 1,870,699	\$ 1,926,820	\$ 1,984,625	\$ 2,044,164
Materials and Supplies	76,097	94,295	89,965	101,058	104,090	107,212	110,429	113,742
Maintenance and Repair	186,080	381,157	309,747	217,300	223,819	230,534	237,450	244,573
Insurance	53,959	70,940	70,940	46,116	47,499	48,924	50,392	51,904
Miscellaneous Expense	1,812	6,275	6,275	595	613	631	650	670
Operations	463,937	838,863	730,832	780,674	804,094	828,217	853,064	878,655
Capital Transfers	1,935,665	1,834,157	2,918,468	228,925	1,123,516	2,195,016	3,474,099	4,996,652
Interfund Transfers	523,162	1,152,409	1,152,409	3,202,900	3,298,987	3,397,957	3,499,895	3,604,892
Total Expenditures	\$ 5,820,633	\$ 7,175,224	\$ 7,587,672	\$ 6,393,781	\$ 7,473,318	\$ 8,735,312	\$ 10,210,604	\$ 11,935,252
Ending Fund Balance	\$ 2,312,617	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Change in Fund Balance (Use of Reserves)	\$ -	\$ (1,312,617)	\$ (1,312,617)	\$ -	\$ -	\$ -	\$ -	\$ -
Rate Increases				13.5%	13.5%	13.5%	13.5%	13.5%

Drainage

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Elm & Locust Phase 2	\$2,000	\$4,000	\$2,000	\$ -	\$ -	\$8,000
Westgate Dr Phase 2	717	2,000	-	-	-	2,717
Ryan Road	-	560	1,959	280	-	2,799
Bonnie Brae 4B	-	-	5,000	-	-	5,000
Longridge Street	-	2,000	-	-	-	2,000
Oaktree Drainage Phase 1	-	-	3,000	-	-	3,000
Oaktree Drainage Phase 2	-	-	-	-	3,000	3,000
Infrastructure Repair	500	500	500	500	500	2,500
Weather Station and Flood Monitoring	150	-	-	-	-	150
Storm Sewer Repair Bundles	6,979	5,644	-	-	6,000	18,623
Mingo Road Bridge	-	-	750	14,850	-	15,600
Panhandle	-	500	5,000	-	-	5,500
1700 Audra Channel	-	-	-	25	200	225
TOTAL	\$10,346	\$15,204	\$18,209	\$15,655	\$9,700	\$69,114

Solid Waste

Overview

- Solid Waste and Recycling is the exclusive provider of Municipal Solid Waste (MSW) for the City of Denton.
- Diversion Goals – Current Diversion Rate 25%
 - 30% diversion by 2030
 - 40% diversion by 2040
 - 75% diversion by 2075
- Financial Assumptions
 - The TMRS contribution rate has been updated from 18.6% to 18.28%
 - Includes new revenue in the amount of \$36,000 for special/recyclable waste fees
- Major Changes in Budget (reductions/additions)
 - Includes Supplementals of \$731,132
 - Added \$1M to the "Cost of Service Transfers" line as a placeholder for the Land swap.

Solid Waste

Proforma

	FY 2024-25 Actual	FY 2025-26 Budget	FY 2025-26 EOY Estimate	FY 2026-27 Proposed	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	\$ 12,248,136	\$ 12,533,781	\$ 16,891,720	\$ 22,633,800	\$ 14,749,484	\$ 12,265,215	\$ 10,834,085	\$ 10,009,594
Resources								
Rate Revenues	\$ 37,021,444	\$ 38,214,251	\$ 39,602,575	\$ 38,821,469	\$ 41,562,265	\$ 44,496,561	\$ 47,873,850	\$ 50,746,281
Wholesale Agreements	6,315,745	5,521,140	6,775,819	5,111,856	5,111,856	5,111,856	5,111,856	5,111,856
Non-Rate Revenues	3,019,713	1,618,282	2,219,360	3,155,334	4,669,135	5,463,008	7,163,046	7,165,503
Total Revenues	46,356,902	45,353,673	48,597,754	47,088,660	51,343,256	55,071,425	60,148,752	63,023,640
Use of Reserves	-	-	-	7,884,316	2,484,268	1,431,130	824,491	125,564
Total Resources	\$ 46,356,902	\$ 45,353,673	\$ 48,597,754	\$ 54,972,976	\$ 53,827,524	\$ 56,502,555	\$ 60,973,243	\$ 63,149,204
Expenditures								
Personnel Services	\$ 14,009,149	\$ 14,210,046	\$ 13,141,628	\$ 14,018,888	\$ 14,860,021	\$ 15,751,623	\$ 16,696,720	\$ 18,199,425
Materials & Supplies	400,186	549,831	491,968	724,196	745,922	768,300	791,349	815,089
Maintenance and Repair	201,336	242,035	268,046	218,559	225,116	231,869	238,825	245,990
Insurance	505,395	664,506	664,506	666,215	686,201	706,787	727,991	749,831
Miscellaneous Expense	26,525	33,085	33,085	38,475	39,629	40,818	42,043	43,304
Operations	7,941,586	8,476,170	7,078,441	9,289,042	9,567,713	9,854,745	10,150,387	10,454,899
Cost of Service Transfers	7,663,471	7,198,011	7,198,011	8,969,073	8,208,145	8,454,390	8,708,021	8,969,262
Fixed Assets	776,071	966,576	966,576	1,524,027	1,569,748	1,616,840	1,665,345	1,715,306
Vehicle Replacement	1,839,910	3,463,000	3,463,000	7,268,000	5,000,000	5,000,000	5,000,000	5,000,000
Closure/Post Closure	752,632	946,819	946,819	1,256,748	1,256,748	1,256,748	1,256,748	1,256,748
Debt Service	5,269,872	6,417,619	6,417,619	8,012,460	8,589,884	9,572,984	12,256,486	12,092,701
Franchise Fees	2,223,501	2,185,975	2,185,975	2,256,161	2,333,706	2,480,421	2,649,285	2,792,907
Supplemental Requests				731,132	744,690	767,031	790,042	813,743
Total Expenditures	41,609,633	45,353,673	42,855,674	54,972,976	53,827,524	56,502,555	60,973,243	63,149,204
Ending Fund Balance	\$ 16,995,405	\$ 12,533,781	\$ 22,633,800	\$ 14,749,484	\$ 12,265,215	\$ 10,834,085	\$ 10,009,594	\$ 9,884,031
Net Change	\$ 4,747,269	\$ -	\$ 5,742,080	\$ (7,884,316)	\$ (2,484,268)	\$ (1,431,130)	\$ (824,491)	\$ (125,564)
Revenue Sufficiency Requirement	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	1.5%	0.0%
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	\$ 5,825,349	\$ 6,349,514	\$ 5,999,794	\$ 7,696,217	\$ 7,535,853	\$ 7,910,358	\$ 8,536,254	\$ 8,840,889
Wrking Cptl - 8% / Op Reserve Target - 10%	\$ 7,489,734	\$ 8,163,661	\$ 7,714,021	\$ 9,895,136	\$ 9,688,954	\$ 10,170,460	\$ 10,975,184	\$ 11,366,857
Ending Fund Balance Target Met	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Solid Waste

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Structural	\$ -	\$ 500	\$ -	\$ 500	\$ 4,500	\$ 5,500
Building Construction	1,400	-	27,100	-	-	28,500
Vehicles	11,133	5,871	5,400	3,635	-	26,039
TOTAL	\$ 12,533	\$ 6,371	\$ 32,500	\$ 4,135	\$ 4,500	\$ 60,039

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	\$5,265	\$6,050	\$31,000	\$4,135	\$4,500	\$50,950
Revenue Funded	7,268	5,000	5,000	5,000	5,000	27,268
TOTAL	\$12,533	\$11,050	\$36,000	\$9,135	\$9,500	\$78,218

Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	\$ 25.42	\$ 25.42	\$ -
Electric	140.00	142.36	2.36
Water	52.87	55.52	2.65
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.80	0.45
Total	\$ 267.82	\$ 277.45	\$ 9.63

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	\$ 33.75	\$ 33.75	\$ -
Electric	182.33	185.70	3.37
Water	65.13	68.39	3.26
Wastewater	76.03	82.89	6.86
Drainage	2.79	3.17	0.38
Total	\$ 360.03	\$ 373.90	\$ 13.87

Historical Utility Rate Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric	-	-	-	3.00%	1.50%	-	3%
Water	-2.00%	-	-	-	3.00%	3.00%	5%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9%
Solid Waste	-5.00%	-	-	-	1.50%	-	0%
Drainage	-	-	-	-	-	-	13.5%

Next Steps

- July 27th: Utility Budget and Rate Recommendations (PUB)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption