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 funs 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.

SECTON 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]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Paul Meltzer, District 3:	✓			
Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:				✓

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: Benjamin N. Samples, II _____

CITY OF DENTON
DENTON, TEXAS

Texas Department of Transportation

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:
P.E.
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

Lina T. Ramey
and Associates, Inc.

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 0195-03-091 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 Ordnance 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

Lina T. Ramey
and Associates, Inc.

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 Ordnance, 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 logitudinal 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

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	SH	7/31/2023
Initial	Date	Initial	Date
TxDOT		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.

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: DocuSigned by: Sara Hensley 8236DB290270423...
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

Date: 7/31/2023

EXECUTION RECOMMENDED:

DocuSigned by: James P. Campbell 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: DocuSigned by: John Hampe, P.E. CD610F6E0D584EF...
District Engineer (or designee)

Date: 8/2/2023

DS BP 8/1/2023
Initial Date
TxDOT

DS SH 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

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

IH-35 UTILITY RELOCATIONS

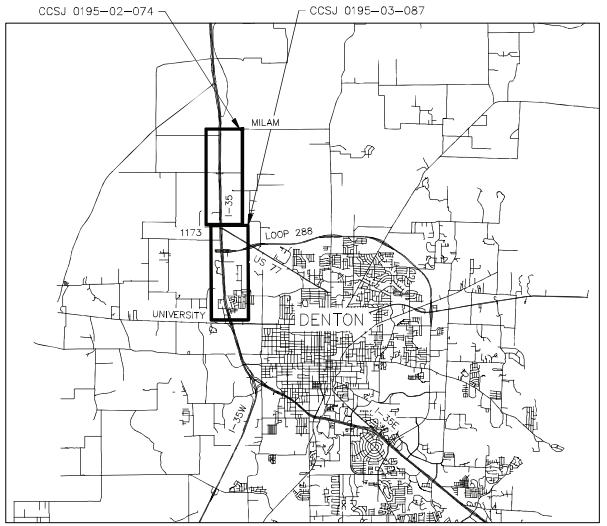
FROM US-380 TO MILAM

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~~

KH NO. 061024021

SHEET INDEX:



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 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.
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.

Ulrich Igo
(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.

Kimley»Horn
801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070

05/10/2023
STATE OF TEXAS
CHRISTOPHER I. IGO
120045
LICENSED PROFESSIONAL ENGINEER

MAY 2023

No.	Revision	By	Date
1	FONT SIZE CHANGE TO REFLECT BID MATERIAL	CPI	5/10/2023

CITY OF DENTON, TEXAS – IH-35 UTILITY RELOCATIONS FROM US-380 TO MILAM)

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA; AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS MARTINEZ (918-493-5104) 48 HOURS PRIOR TO EXCAVATION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (940-380-7463) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: VERIZON (972-318-5260), GTE (940-381-9294), ZAYO (817-665-4702), AND AT&T (817-338-6013).
5. CAUTION! BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: COSERV (940-321-7800) AND DENTON MUNICIPAL ELECTRIC (940-349-8700).
6. 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 BEGIN OPERATED OR HANDLED BE KEPT A SAFE DISTANCE FROM POWER LINES. OSHA ALSO REQUIRES THAT THE POWER LINES SHALL EITHER BE DE-ENERGIZED AND GROUNDED OR OTHER PROTECTIVE MEASURES SHALL BE TAKEN BEFORE WORK IS STARTED. OSHA HAS PRESCRIBED CERTAIN DISTANCES THAT WORKMEN, TOOLS, AND EQUIPMENT MUST 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 138,000 VOLTS.
7. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
8. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
9. 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.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
12. CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN ONE WEEK PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
13. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
14. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
15. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
16. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
17. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
18. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
19. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
20. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS. TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
21. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
22. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
23. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
25. A MINIMUM COVER OF SIX FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
26. AT WATER LINE FITTINGS, THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION. IF DEFLECTIONS ARE CALLED OUT IN PLAN, OR IN THE EVENT THAT FIELD CONDITIONS RESULT IN THE NEED TO DEFLECT PIPE, AND C-900 IS BEING INSTALLED, A MAXIMUM ALLOWABLE DEFLECTION OF 1° IS PERMISSIBLE.
27. CONTRACTOR SHALL ENSURE A MINIMUM OF TEN FEET SEPARATION BETWEEN PROPOSED WATER LINE AND EXISTING PARALLEL SANITARY SEWER LINES AND MANHOLES.
28. IN GENERAL, MAINTAIN 2' MIN VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER LINES AND 1' MIN VERTICAL SEPARATION BETWEEN SANITARY SEWER AND STORM SEWER AT CROSSINGS.
29. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
30. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
31. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
32. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
33. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
34. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
36. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
37. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
38. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
39. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
40. AT EACH LOCATION WHERE THE PROPOSED WATER LINE TIES INTO AN EXISTING WATER LINE CONTRACTOR SHALL COORDINATE SHUT DOWNS 7 DAYS IN ADVANCE WITH CITY (KYLE PEDIGO/940-349-8425), THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS IN WORKING ORDER AT ALL TIMES. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
41. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
42. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
43. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
44. CONCRETE THRUST BLOCKING SHALL BE USED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, AND WYES, AS WELL AS ADDITIONAL RESTRAINT AS REQUIRED BY THE CONTRACT DOCUMENTS.
45. ALL GATE VALVES SHALL BE MJ, UNLESS ON A TEE, IN WHICH CASE THEY SHOULD BE MJxFLG. ALL TEES SHALL BE MJxFLG UNLESS SPECIFIED OTHERWISE.
46. THE CONTRACTOR SHALL BE LIABLE FOR DAMAGES TO BUSINESSES, HOMES, OR BASEMENTS FROM BACKUP WHICH MAY RESULT DURING THE INSTALLATION OF NEW SEWER PIPE. THE CONTRACTOR WILL BE ALLOWED TO OPEN CLEANOUTS WHERE AVAILABLE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CLEAN-UP ASSOCIATED WITH OPENING CLEANOUTS AND FOR REPLACEMENT OF REMOVED CAPS.
47. CONTRACTOR SHALL FURNISH AND INSTALL PIPE DETECTION TAPE OVER ALL WATER OR SEWER LINES INSTALLED. THE PIPE TAPE SHALL CONTINUOUSLY INDICATE THE PRESENCE OF BURIED WATER OR SANITARY SEWER PIPE UNDERNEATH. THE PIPE TAPE SHALL BE INSTALLED ON TOP OF THE GRANULAR PIPE EMBEDMENT, OR AS SHOWN ON THE PLANS, ALONG THE CENTER LINE OF THE PIPELINE.
48. CONTRACTOR SHALL PREPARE AND PRESENT A PLAN TO THE CITY ON HOW TIE-INS BETWEEN EXISTING LATERALS AND THE NEW SANITARY SEWER SHALL BE COORDINATED. NO EXISTING LATERAL LINES WILL BE ALLOWED TO REMAIN UNCONNECTED TO THE COLLECTION SYSTEM OVERNIGHT. TEMPORARY TIE-IN WORK SHALL BE SUBSIDIARY TO THE COST OF THE PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.
49. CONTRACTOR SHALL PREPARE AND PRESENT A PLAN ON HOW TO SUPPORT WATER, STORM DRAIN, OR OTHER LINES THAT SPAN THE CONSTRUCTION TRENCH PRIOR TO BEGINNING ANY WORK ON THE PROJECT.
50. SERVICE LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LOCATION IN FIELD PRIOR TO INSTALLING NEW SERVICE LINES THAT SPAN THE CONSTRUCTION TRENCH PRIOR TO BEGINNING ANY WORK ON THE PROJECT.
51. EXISTING SERVICES MAY NOT MATCH TO SIZE OF NEW SERVICE LINES. CONTRACTOR SHALL SUPPLY CONNECTORS/ADAPTORS TO MAKE SERVICE SIZE TRANSITIONS AT NO ADDITIONAL COST.
52. NEW UTILITY LINES SHALL BE BACKFILLED & HAVE TEMPORARY PAVEMENT REPAIR (COMPACTED FLEXBASE AT A MINIMUM) TO ALLOW LOCAL TRAFFIC PER THE STANDARD DETAILS UNLESS OTHERWISE INDICATED ON THE PLANS AND UNTIL FINAL PAVING IS COMPLETED.
53. CLEANOUT BOX AND MATERIAL TO BE DETERMINED BY SURFACE LOCATION (SEE SPECIFICATIONS)
54. ALL TAPPING SLEEVE AND VALVE LOCATIONS SHALL BE MADE BY CITY CREWS UTILIZING CITY PROVIDED TAPPING SLEEVES AND VALVES.
55. CONTRACTOR SHALL PROTECT EXISTING CURB WITH INSTALLATION OF WATER OR SEWER LINE, UNLESS EXPLICITLY CALLED OUT TO BE REPLACED.
56. EXISTING FIRE HYDRANT REMOVALS ARE SUBSIDIARY TO THE NEW FIRE HYDRANTS TO BE INSTALLED. CONTRACTOR SHALL DISPOSE OF HYDRANT AND VALVE.
57. WHERE PRESSURE RATED GRAVITY SEWER IS NEEDED, CONTRACTOR TO VERIFY SEWER FITTINGS (TEES, WYES, ETC.) ARE COMPATIBLE WITH THE MATERIAL OF THE SEWER MAIN AS WELL AS THE SEWER SERVICE LATERALS.

LEGEND:

- X" WL — EXISTING WATER LINE
- X" SS — EXISTING SANITARY SEWER LINE
- X" SD — EXISTING STORM SEWER LINE
- X" G — EXISTING GAS LINE
- OHE DME — EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC
- OHE CSV — EXISTING COSERV OVERHEAD ELECTRIC
- UGE — EXISTING UNDERGROUND ELECTRIC
- COMM — EXISTING COMMUNICATION LINE
- EXISTING CURB
- EXISTING GUARD RAIL/PIPE FENCE
- EXISTING BRICK/WOODEN FENCE
- EXISTING BARBED WIRE FENCE
- PROPOSED WATER/SEWER LINE
- RE: A/B — REFERENCE FIGURE A ON SHEET B
- PROPOSED WATER/SEWER LINE IN STEEL CASING PIPE
- WATER/SANITARY SEWER LINE TO BE ABANDONED
- WATER/SANITARY SEWER LINE TO BE GROUT FILLED
- EXISTING WATER/SANITARY SEWER LINE PREVIOUSLY ABANDONED
- EXISTING WATER MANHOLE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING WATER ISOLATION VALVE
- EXISTING SEWER MANHOLE
- PUGE — PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
- OH — PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
- PROPOSED SEWER MANHOLE
- PROPOSED AIR RELEASE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER ISOLATION VALVE
- PROPOSED METER
- PROPOSED REDUCER
- EXISTING SIGN
- EXISTING GUY WIRE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- CONTROL POINT
- BENCHMARK
- W — UTILITY MARKER
- EXISTING ASPHALT PAVEMENT
- EXISTING GRAVEL PAVEMENT
- EXISTING GRAVEL AND ASPHALT PAVEMENT
- 66 — EXISTING TxDOT PARCEL NUMBER

TxDOT STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC 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 MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY 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 ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

PROJECT SPECIFIC NOTES:

1. 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.
2. THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS FOR SEQUENCING OF CONSTRUCTION AND TESTING OF PROPOSED WATER LINES. TEMPORARY PLUGS SHALL BE CONSIDERED SUBSIDIARY TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
3. CONTRACTOR SHALL SEQUENCE WORK BY PRIORITIZING TXDOT CROSSINGS AND AVAILABLE LAND/EASEMENTS. THIS WILL PRIMARILY START WITH WLA (074) AND FMA (087) INITIALLY.
4. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
5. ALL OUTLETS, APPURTENANCES, AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
6. IF HDPE IS THE PIPE MATERIAL SELECTED FOR THE 16" LINE, THIS WILL REQUIRE AN UPSIZE IN DIAMETER TO 20" DR-11 HDPE. GATE VALVES/APPURTENANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS, THEREFORE, REDUCERS WOULD BE REQUIRED TO TIE INTO THE SIZES SHOWN.
7. CORROSION PROTECTION REQUIREMENTS: THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND INSTALL THE FOLLOWING CORROSION PROTECTION SYSTEMS.

DUCTILE IRON PIPE

a. A CORROSION CONTROL SYSTEM CONSISTING 8-MIL V-BIO ENHANCED POLYETHYLENE ENCASEMENT, AND ZINC COATED PIPE IN ACCORDANCE WITH ISO 8179-1
b. JOINT BONDING
c. JOINT ISOLATION AT CONNECTIONS TO EXISTING NON-PVC PIPELINES
d. ELECTRICAL ISOLATION AT CASED CROSSINGS

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No.	Revision	By	Date

STATE OF TEXAS — CHRISTOPHER P. IGO — 120045 — LICENSED PROFESSIONAL ENGINEER — 03/08/2023

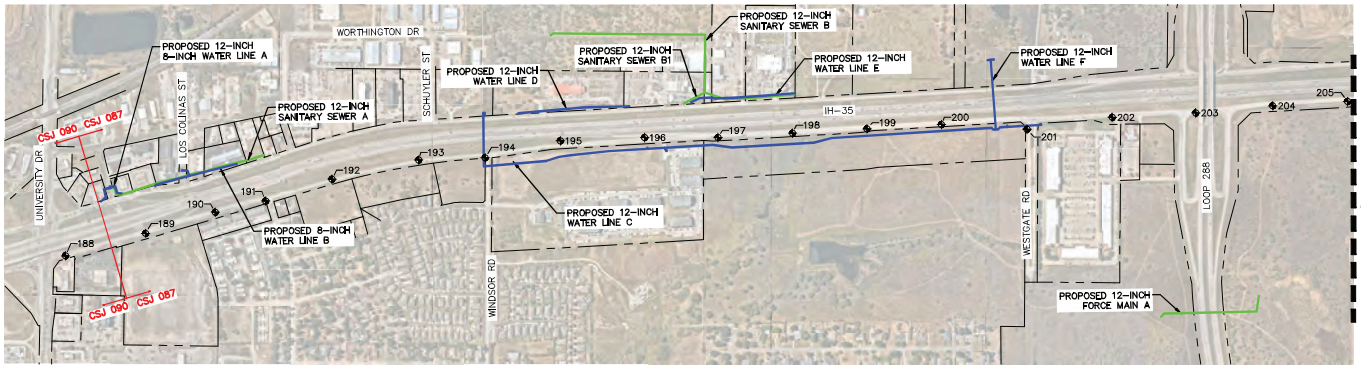
CITY OF DENTON

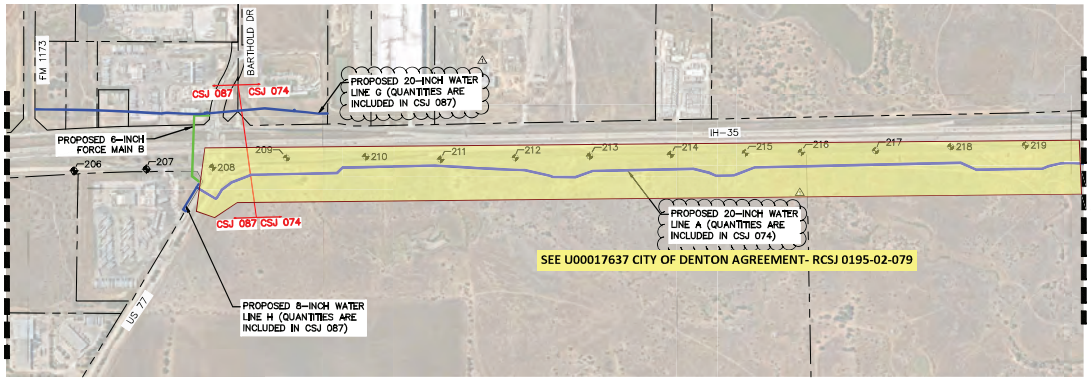
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

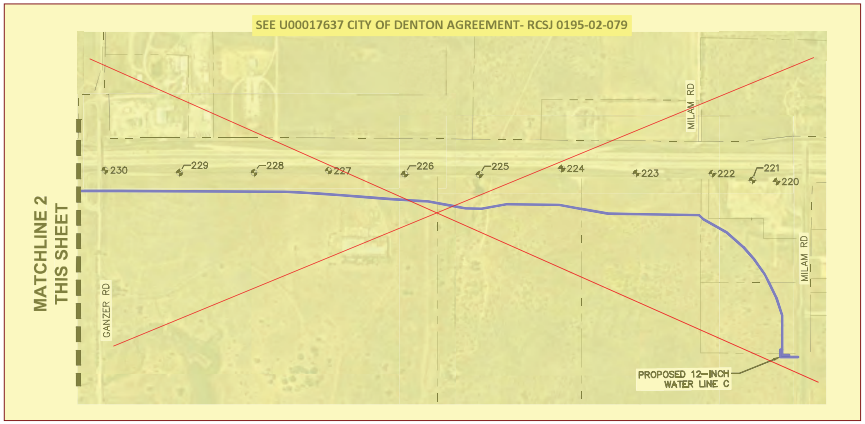
GENERAL NOTES I

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET 2







LEGEND:

- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- EXISTING CONTROL POINT

SHEET NOTES:

1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 NORTH CENTRAL ZONE (4204), ADJUSTED TO SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.000150630.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING GEOID 12B.

CONTROL POINT TABLE

Point #	Elevation	Northing	Easting	Description
188	702.46	7134208.73	2374402.54	BM OF MAG W/ SHINER (YP CONTROL POINT)
189	703.86	7134854.06	2374222.02	BM OF MAG W/ SHINER (YP CONTROL POINT)
190	712.32	7135414.14	2374051.94	BM OF MAG W/ SHINER (YP CONTROL POINT)
191	717.80	7135819.92	2373961.60	BM OF MAG W/ SHINER (YP CONTROL POINT)
192	727.87	7136353.50	2373785.94	BM OF MAG W/ SHINER (YP CONTROL POINT)
193	740.62	7137051.39	2373631.05	BM OF MAG W/ SHINER (YP CONTROL POINT)
194	734.13	7137586.13	2373613.73	BM OF MAG W/ SHINER (YP CONTROL POINT)
195	734.12	7138191.90	2373477.24	BM OF MAG W/ SHINER (YP CONTROL POINT)
196	743.80	7138870.02	2373450.82	BM OF MAG W/ SHINER (YP CONTROL POINT)
197	734.15	7139460.98	2373450.77	BM OF MAG W/ SHINER (YP CONTROL POINT)
198	728.87	7140060.26	2373415.95	BM OF MAG W/ SHINER (YP CONTROL POINT)
199	737.10	7140660.00	2373380.90	BM OF MAG W/ SHINER (YP CONTROL POINT)
200	743.55	7141259.30	2373345.91	BM OF MAG W/ SHINER (YP CONTROL POINT)
201	745.51	7141947.82	2373384.40	BM OF MAG W/ SHINER (YP CONTROL POINT)
202	762.45	7142633.39	2373288.13	BM OF MAG W/ SHINER (YP CONTROL POINT)
203	751.69	7143305.88	2373252.66	BM OF MAG W/ SHINER (YP CONTROL POINT)
204	749.97	7143925.45	2373195.59	BM OF MAG W/ SHINER (YP CONTROL POINT)
205	737.38	7144528.11	2373160.22	BM OF MAG W/ SHINER (YP CONTROL POINT)
206	713.58	7145156.85	2373143.52	BM OF MAG W/ SHINER (YP CONTROL POINT)
207	700.65	7145739.33	2373130.44	BM OF MAG W/ SHINER (YP CONTROL POINT)
208	692.43	7146269.88	2373115.26	BM OF MAG W/ SHINER (YP CONTROL POINT)
209	687.30	7146866.49	2373040.47	BM OF MAG W/ SHINER (YP CONTROL POINT)
210	686.68	7147505.11	2373029.06	BM OF MAG W/ SHINER (YP CONTROL POINT)
211	688.71	7148106.51	2373050.77	BM OF MAG W/ SHINER (YP CONTROL POINT)
212	686.01	7148706.97	2373037.27	BM OF MAG W/ SHINER (YP CONTROL POINT)
213	689.90	7149307.38	2373025.22	BM OF MAG W/ SHINER (YP CONTROL POINT)
214	697.23	7149958.01	2373012.62	BM OF MAG W/ SHINER (YP CONTROL POINT)
215	697.78	7150558.25	2373000.21	BM OF MAG W/ SHINER (YP CONTROL POINT)
216	693.34	7151009.35	2372992.88	BM OF MAG W/ SHINER (YP CONTROL POINT)
217	673.83	7151607.83	2372981.46	BM OF MAG W/ SHINER (YP CONTROL POINT)
218	662.15	7152213.23	2372949.69	BM OF MAG W/ SHINER (YP CONTROL POINT)
219	660.05	7152812.90	2372936.98	BM OF MAG W/ SHINER (YP CONTROL POINT)
220	692.89	7153884.01	2373007.47	BM OF MAG W/ SHINER (YP CONTROL POINT)
221	690.15	7158688.42	2372996.41	BM OF MAG W/ SHINER (YP CONTROL POINT)
222	682.76	7158367.16	2372943.07	BM OF MAG W/ SHINER (YP CONTROL POINT)
223	678.44	7157755.14	2372939.82	BM OF MAG W/ SHINER (YP CONTROL POINT)
224	679.46	7157156.04	2372902.26	BM OF MAG W/ SHINER (YP CONTROL POINT)
225	674.12	7156492.52	2372952.08	BM OF MAG W/ SHINER (YP CONTROL POINT)
226	676.08	7155891.85	2372947.08	BM OF MAG W/ SHINER (YP CONTROL POINT)
227	677.63	7155279.50	2372920.34	BM OF MAG W/ SHINER (YP CONTROL POINT)
228	683.03	7154679.76	2372935.74	BM OF MAG W/ SHINER (YP CONTROL POINT)
229	678.96	7154079.56	2372935.94	BM OF MAG W/ SHINER (YP CONTROL POINT)
230	665.24	7153479.83	2372915.58	BM OF MAG W/ SHINER (YP CONTROL POINT)

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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817.335.6511

No.	Revision	By	Date
1	PER CITY CHANGE TO PROJECT BENCHMARK	CPI	5/10/2023

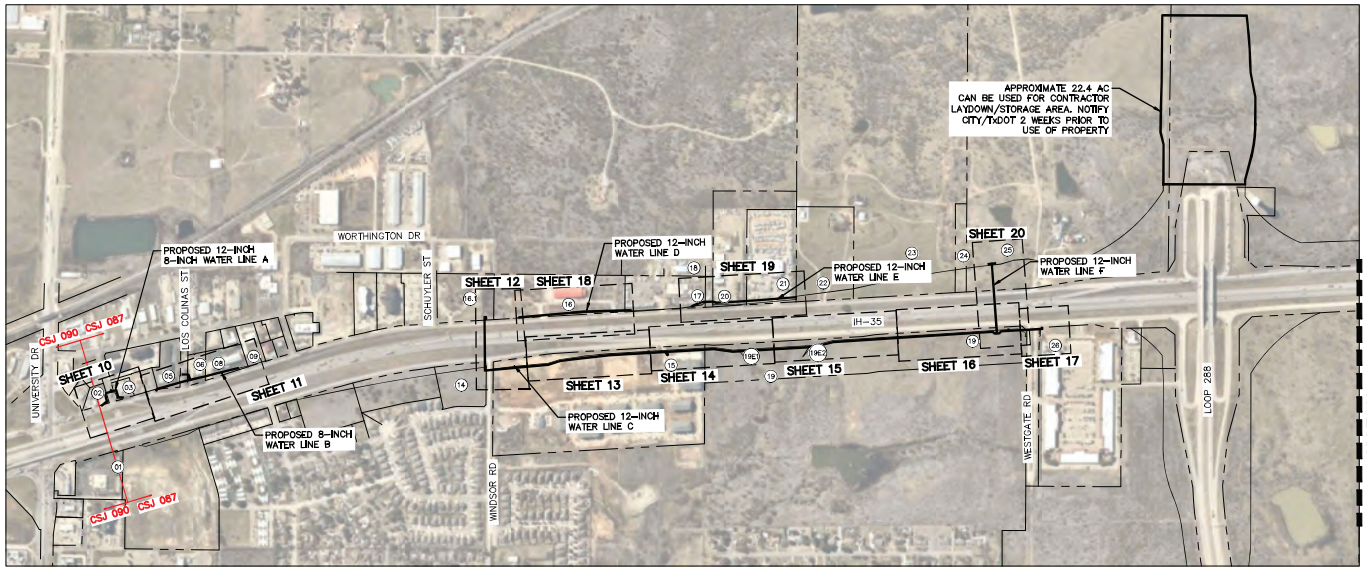
CITY OF DENTON

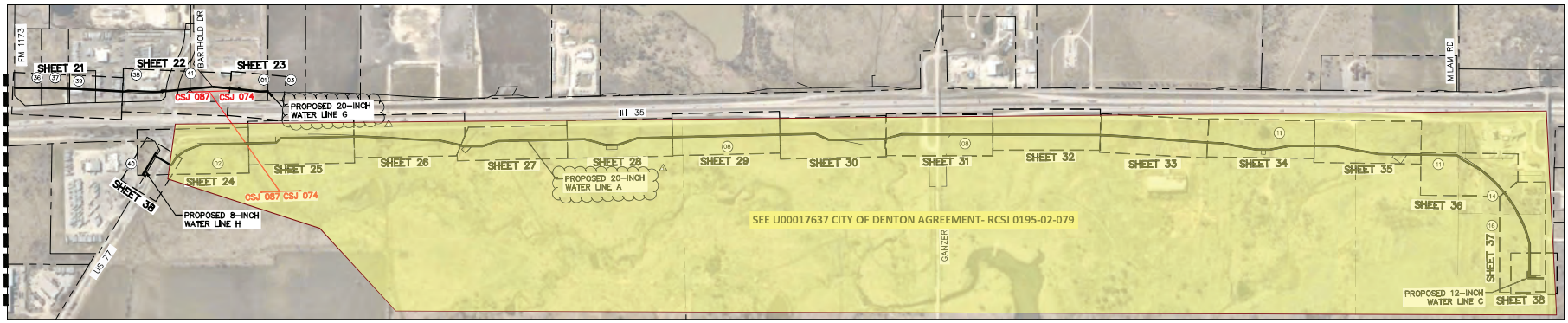
IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

PROJECT CONTROL AND BENCHMARKS

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JPA
KHA NO.:	061024043

SHEET 3





LEGEND:

- PROPOSED WATER LINE
- (18) TXDOT PARCEL NUMBER
- PLAN VIEW ON SHEET X

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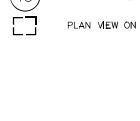
No.	Revision	By	Date
1	PER CITY COMMENTS	GPI	9/7/2023



CITY OF DENTON

IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

PROPOSED WATER LOCATION MAP

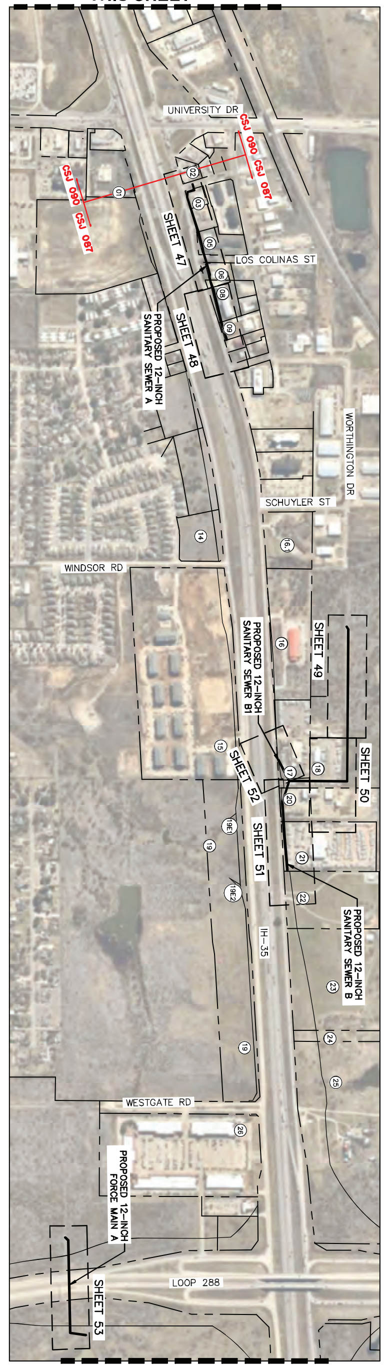
DATE:	APRIL 2023
DESIGN:	GPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET

4

MATCHLINE 2
THIS SHEET

MATCHLINE 1
THIS SHEET



MATCHLINE 2
THIS SHEET

LEGEND:

Symbol	Description
(line)	PROPOSED SEWER LINE
(18)	TXDOT PARCEL NUMBER
[ ]	PLAN VIEW ON SHEET X

GRAPHIC SCALE IN FEET
0 250 500 1000
FOR 11"X17" 1"=1000'

NORTH

SHEET		
5	DATE:	MARCH 2023
	DESIGN:	CPI
	DRAWN:	NDCH
	CHECKED:	JRA
	KHA NO.:	061024043

PROPOSED SEWER
LOCATION MAP

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

DENTON

03/08/2023
STATE OF TEXAS
CHRISTOPHER P. IGO
120045
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn
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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

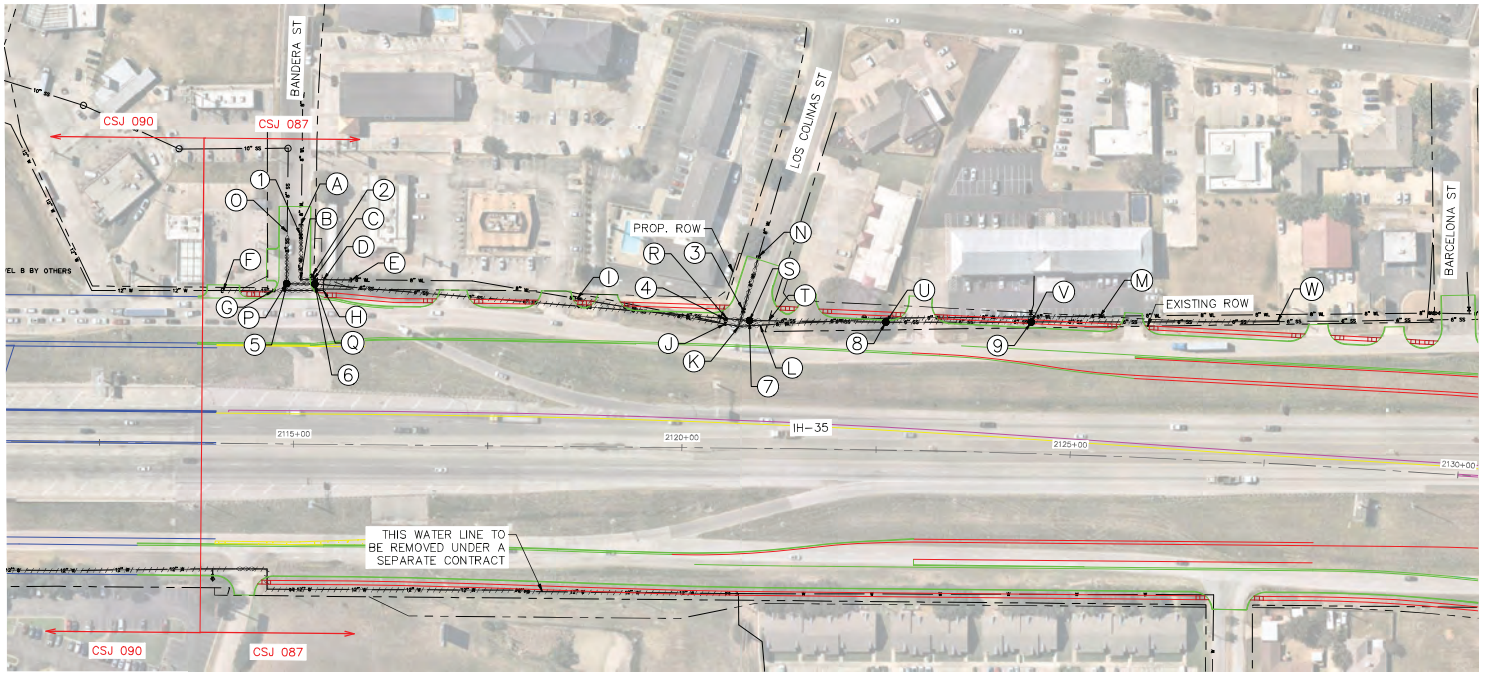
No.	Revision	By	Date

LEGEND

PROPOSED UTILITY GROUT FILL AND ABANDON
PROPOSED UTILITY LINE REMOVAL
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160
FOR 11"X17" 1"=160'



SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR FILLED WITH GROUT. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.

WATER ABANDONMENT

Point #	Northing	Easting	Description
1	7134573.53	2373867.51	REMOVE 6" GATE VALVE
2	7134601.95	2373912.28	REMOVE FH AND 6" VALVE
3	7135146.40	2373793.24	REMOVE 6" GATE VALVE
4	7135127.89	2373810.62	REMOVE FH AND 6" VALVE

SANITARY SEWER ABANDONMENT

Point #	Northing	Easting	Description
5	7134573.73	2373931.35	REMOVE SS MH
6	7134608.36	2373921.12	REMOVE SS MH
7	7135157.76	2373803.22	REMOVE SS MH
8	7135326.25	2373754.08	REMOVE SS MH
9	7135505.45	2373699.56	REMOVE SS MH

WATER LINE ABANDONMENT

Begin	End	Length	Description
A	B	71'	GROUT FILL AND ABANDON 8" WL PIPE
B	C	17'	GROUT FILL AND ABANDON 8" WL PIPE
C	D	13'	REMOVE 8" WL PIPE
D	E	36'	REMOVE 8" WL PIPE
F	G	65'	REMOVE 12" WL PIPE
H	D	14'	GROUT FILL AND ABANDON 12" WL PIPE
I	J	193'	REMOVE 8" WL PIPE
J	K	18'	GROUT FILL AND ABANDON 8" WL PIPE
K	L	27'	GROUT FILL AND ABANDON 8" WL PIPE
L	M	438'	REMOVE 8" WL PIPE
K	N	94'	GROUT FILL AND ABANDON 8" WL PIPE
G	H	65'	GROUT FILL AND ABANDON 12" WL PIPE

SANITARY SEWER LINE ABANDONMENT

Begin	End	Length	Description
O	P	66'	GROUT FILL AND ABANDON 8" SS PIPE
P	Q	36'	GROUT FILL AND ABANDON 8" SS PIPE
Q	R	533'	REMOVE 6" SS PIPE
R	S	29'	GROUT FILL AND ABANDON 6" SS PIPE
S	T	24'	GROUT FILL AND ABANDON 6" SS PIPE
T	U	151'	REMOVE 6" SS PIPE
U	V	187'	REMOVE 6" SS PIPE
V	W	317'	REMOVE 6" SS PIPE

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No. | Revision | By | Date

03/08/2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

UTILITY ABANDONMENT
(SHEET 1 OF 4)

DATE: MARCH 2023
DESIGN: CP
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

SHEET
6