AN ORDINANCE OF THE CITY OF DENTON APPROVING A WATER AND UTILITY RELOCATION WASTEWATER STANDARD UTILITY **AGREEMENT** ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON ("CITY") AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR (I) 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 288 TO GANZER RD AND MORE SPECIFICALLY CALLED TXDOT PROJECTS CONSTRUCTION CSJ# 0195-02-074 AND ROW CSJ # 0195-02-079 AND (II) THE QUITCLAIM OF A PORTION OR ALL OF THE UNDERLYING LAND INTERESTS (" UTILITY RELOCATIONS PROJECT"), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER THE AGREEMENT AND RELATED QUITCLAIM DEEDS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$6,872,339.48 FOR UTILITY RELOCATIONS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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 US-288 to Ganzer Road ("Utility Relocation Project"); and

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within Denton city limits in anticipation of TxDOT's I-35E Widening project with a current project letting schedule of August 2025; 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) Water Line-

- a. Relocate approximately 66 LF of 16" DIP water line longitudinal to Barthold Dr/FM 1173 from Barthold Dr Sta 91+77 to Barthold Dr Sta 92+42.
- b. Approximately 115 LF of 16" DIP water line to be removed or grout filled from Barthold Dr Sta 91+70 to Barthold Dr Sta 92+42.

2) Force Main Pipe

a. Relocate 9,601 LF of 12" HDPE force main pipe longitudinal to IH35 from IH35 Sta 2300+37 to IH35 Sta 2206+69 in conflict with proposed pavement, and storm sewer into City of Denton easement.

3) Drainage Crossings

a. Install approximately 762 LF of 18" steel casing by other than open cut crossing US 77 at Sta 115+00 (IH-35 Sta 2225+62, offset 1357' RT) and at other various drainage easement crossings (IH-35 Sta 2298+47, IH-35 Sta 2295+90, IH-35 Sta 2273+51, IH-35 Sta 2260+21) for force main.

4) Sanitary Sewer

a. Install 48 LF of 30" FRP Sanitary Sewer from IH 35 Sta 2301+39 to IH35 Sta 2301+18. Install approximately 469 LF of 48" steel casing crossing IH-35 at IH-35 Sta 2301+39, and 199 LF of 30" steel casing crossing Barthold Dr at Barthold Sta

91+76 for Sanitary Sewer. Approximately 495 LF of 8", 10", and 12" PVC sewer line to be removed and 169 LF of 8" PVC sewer line to be grout filled.

5) Lift Station

a. Install 1 - 1,300 gpm Lift Station at IH35 Sta 2301+39. Abandon and remove existing Border Cowboy Lift Station which was previously in conflict with IH-35 ROW at IH35 Sta 2233+96.

WHEREAS, the City 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-288 and Ganzer Road; and

WHEREAS, 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, will request that the City to abandon, relinquish, and quitclaim various easement property interests owned by the City ("Abandonment Tracts"), as the Abandonment Tracts encumber an area of TxDOT's property and the area of the Abandonment Tracts is generally described in Exhibit "B"; and

WHEREAS, the City shall quitclaim the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the new easements acquired in relation to the Utility Relocation Project; 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 is responsible for the minimum required water main relocations which should be fully reimbursable in accordance with TxDOT ROW Utilities Manual, and Texas Administrative Code Title 43, Chapter 21; 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:

<u>SECTION 1.</u> The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

<u>SECTION 2.</u> The City Manager, or designee, is authorized to expend funds in an amount not to exceed of Six Million, Eight Hundred Seventy-Two Thousand, Three Hundred Thirty-Nine

Dollars and 48/100 (\$6,872,339.48) for the I-35 E From US-288 to Ganzer 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. U00018749, 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 hereby authorized to execute any and all quitclaim deeds required to quitclaim the Abandonment Tracts as depicted in Exhibit B. The City shall quitclaim the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the new easements acquired in relation to the Utility Relocation Project and approved for voluntary acquisition or eminent domain by future City Council action as required by City policy.

<u>SECTION 5.</u> 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.

<u>SECTION 6.</u> That this ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinan seconded by	ce was	made b	y ordinanc	e was r	assed an	d anni	and
seconded by: the following vote []:		The v	Stamano	e was p	rassea an	а аррі	oved by
	<u>Aye</u>		<u>Nay</u>	4	<u>Abstain</u>	ē	Absent
Gerard Hudspeth, Mayor:		_		-		-	
Vicki Byrd, District 1:		_		-		-	
Brian Beck, District 2:				-		-	
Suzi Rumohr,, District 3:				-		-	
Joe Holland, District 4:		_		-		-	
Brandon Chase McGee, At Large Place 5:		_		-		-	
Jill Jester, At Large Place 6:				-		-	
PASSED AND APPROVED this the	e	_day of _				2025.	
		GERAI	RD HUE) SPETI	H, MAYO	OR	_

ATTEST: INGRID REX, INTERIM CITY SECRETARY	
By:	
APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY	
By: Marcella Lunn	

Exhibit A

(Standard Utility Agreement U00018749)



Standard Utility Agreement

Form ROW-U-35 (Rev. 03/24) Page 1

U Number: Utility ID: U00018749

District: Dallas County: Denton ROW Project ID (TxC): R00002955 Highway: IH35

ROW CSJ: 0195-02-079 From: US 77 North of Denton Construction CSJ: 0195-02-074

Highway Project Letting Date: 12/01/2026 To: South of FM 455

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:

Relocate approximately 66 LF of 16" DIP water line longitudinal to Barthold Dr/FM 1173 from Barthold Dr Sta 91+77 to Barthold Dr Sta 92+42. Approximately 115 LF of 16" DIP water line to be removed or grout filled from Barthold Dr Sta 91+70 to Barthold Dr Sta 92+42.

Relocate 9,601 LF of 12" HDPE force main pipe longitudinal to IH35 from IH35 Sta 2300+37 to IH35 Sta 2206+69 in conflict with proposed pavement, and storm sewer into city of Denton easement. Install approximately 762 LF of 18" steel casing by other than open cut crossing US 77 at Sta 115+00 (IH-35 Sta 2225+62, offset 1357' RT) and at other various drainage easement crossings (IH-35 Sta 2298+47, IH-35 Sta 2295+90, IH-35 Sta 2273+51, IH-35 Sta 2260+21) for force main.

Install 48 LF of 30" FRP Sanitary Sewer from IH 35 Sta 2301+39 to IH35 Sta 2301+18. Install approximately 469 LF of 48" steel casing crossing IH-35 at IH-35 Sta 2301+39, and 199 LF of 30" steel casing crossing Barthold Dr at Barthold Sta 91+76 for Sanitary Sewer. Approximately 495 LF of 8", 10", and 12" PVC sewer line to be removed and 169 LF of 8" PVC sewer line to be grout filled.

Install 1 - 1,300 gpm Lift Station at IH35 Sta 2301+39. Abandon and remove existing Border Cowboy Lift Station which was previously in conflict with IH-35 ROW at IH35 Sta 2233+96; 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	Date	Initial	Date
-	TxDOT	Utili	tv

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 noncompliant 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, if the approved accounting method is a lump sum, 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.

Initial	Date	Initial	Date
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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");
- 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.

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$\begin{array}{ll} Form & ROW\text{-}U\text{-}35 \end{array} \text{(Rev. 03/24)} \\ \text{Page 4} \end{array}$

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

ITU IT	v.	
UTILIT		EXECUTION RECOMMENDED:
Utility:	City of Denton	
	Name of Utility	Director of TP&D (or designee), Dallas District
Ву:		
	Authorized Signature	THE STATE OF TEXAS
Title:	Print or Type Name	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
1140.		heretofore approved and authorized by the Texas Transportation Commission.
Date:		
		District Engineer (or designee)
		Date:

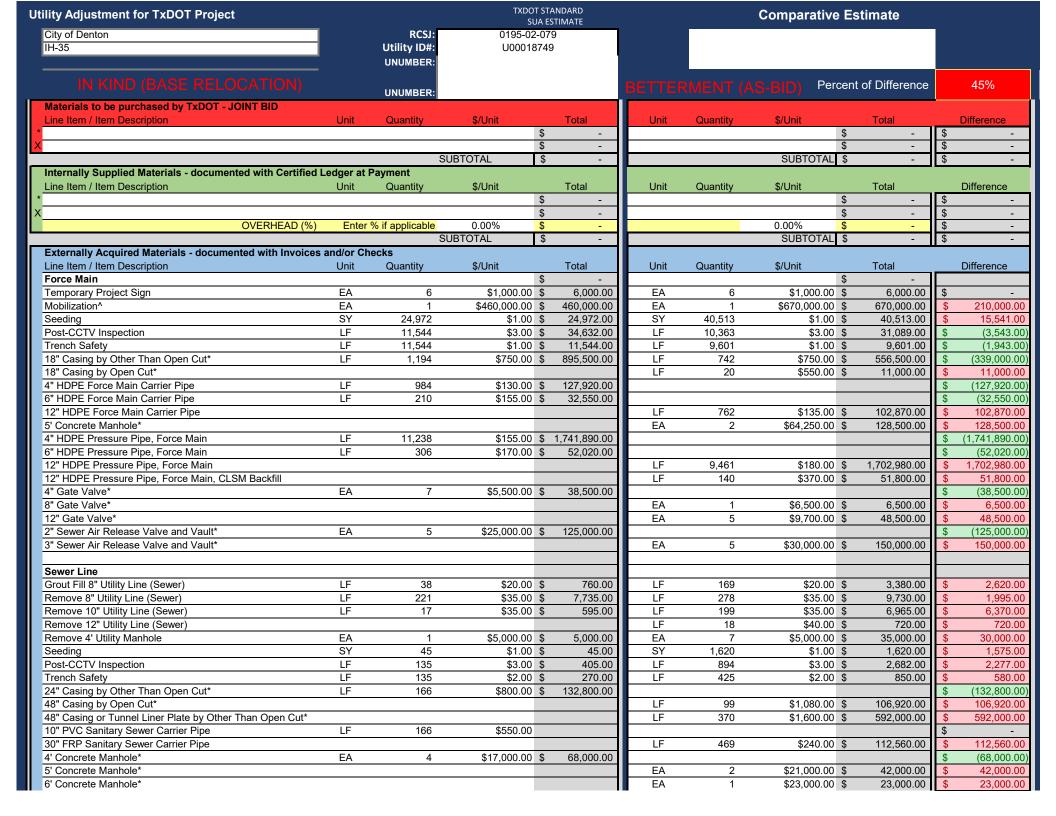
Initial	Date	Initial	Date
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Attachment "A" Plans, Specifications, and Estimated Costs

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 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 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 installation of the materials:

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

Initial	Date	Initial	Date
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4' Extra Depth Concrete Manhole*	VF	2	\$600.00 \$	1,200.00					\$	(1,200.00)
5' Extra Depth Concrete Manhole*			\$715.00	·	VF	20	\$715.00 \$	14,300.00	\$	14,300.00
6' Extra Depth Concrete Manhole*					VF	16	\$1,000.00 \$	16,000.00	\$	16,000.00
10" PVC Gravity Sewer Pipe	LF	135	\$550.00 \$	74,250.00			ψ1,000.00 ψ	10,000.00	\$	(74,250.00)
6" Sewer Service	EA	1	\$4,230.00 \$		EA	2	\$4,230.00 \$	8,460.00	\$	4,230.00
30" Fiberglass Reinforced Sanitary Sewer Pipe		•	ψ1,200.00 ψ	1,200.00	LF	48	\$490.00 \$	23,520.00	\$	23,520.00
oo i iborgiaco i territoroca carintary cower i ipo							ψ100.00 ψ	20,020.00	Ψ	20,020.00
Lift Station										
Lift Station Mechanical	EA	1	\$1,262,320.00 \$	1 262 320 00	EA	1	\$1,900,000.00 \$	1,900,000.00	\$	637,680.00
6' Wetwell	EA	1	Ψ1,202,020.00 Ψ	1,202,020.00		<u>'</u>	ψ1,000,000.00 ψ	1,000,000.00	Ψ	001,000.00
12' Wetwell	L/\	<u>'</u>			EA	1	\$500,000.00			
Junction Structure	EA	1			EA	1	\$300,000.00			
Lift Station Piping	EA	<u> </u>			EA	1	\$275,000.00			
300 GPM Pumps	EA	2			EA	'	φ213,000.00			
1,300 GPM Pumps	EA				EA	2	\$350,000.00			
Valve Vault	ΓΛ	4			EA		\$250,000.00			
	EA	1 1				11				
Meter Vault	EA		#050 000 00 #	050 000 00	EA	1	\$225,000.00	4.050.000.00	_	000 000 00
Lift Station Electrical	EA	1	\$350,000.00 \$	350,000.00	EA	1	\$1,250,000.00 \$	1,250,000.00	\$	900,000.00
Submittals	EA	1			EA	1	\$20,000.00			
Mobilization	EA	11			EA	1	\$50,000.00			
Electrical Underground	EA	11			EA	1	\$190,000.00			
Exposed Conduit and Fittings	EA	1			EA	1	\$85,000.00			
Power Distribution	EA	1			EA	1	\$75,000.00			
Wire and Cable	EA	1			EA	1	\$86,000.00			
Termination Enclosures	EA	1			EA	1	\$12,000.00			
Lights and Light Poles	EA	1			EA	11	\$30,000.00			
Electrical Equipment Racks	EA	1			EA	11	\$60,000.00			
230 KW Generator and 400 Amp ATS	EA	1			EA	1	\$200,000.00			
Lightning Protection	EA	1			EA	1	\$25,000.00			
Grounding	EA	1			EA	1	\$35,000.00			
Project Management, Design, Coordination, and Accour	EA	1			EA	1	\$40,000.00			
Submittal Development	EA	1			EA	1	\$13,000.00			
Panel Design/CAD	EA	1			EA	1	\$15,000.00			
PLC/HMI/SCADA System Software Development	EA	1			EA	1	\$45,000.00			
Fabrication Services/QAQC	EA	1			EA	1	\$30,000.00			
Fully Assembled I&C Control Cabinet	EA	1			EA	1	\$75,000.00			
RF Material (Antenna, Coax, Radio, 40' Rohn Tower)	EA	1			EA	1	\$10,000.00			
Float/Transducer Terminal Box	EA	1			EA	1	\$9,000.00			
Pressure Transmitter	EA	1			EA	1	\$8,000.00			
Float Switches	EA	1			EA	1	\$7,000.00			
Radar Level Transmitter	EA	1			EA	1	\$8,000.00			
Pressure Gauge	EA	1			EA	1	\$5,000.00			
Flow Transmitter	EA	1			EA	1	\$12,000.00			
Instrumentation Installation	EA	1			EA	1	\$50,000.00			
Field Commissioning I&C Cabinet	EA	1			EA	1	\$20,000.00			
Commissioning/Testing/Calibrations	EA	<u>'</u> 1			EA	1	\$15,000.00			
ORT/SAT Testing	EA	1			EA	1	\$12,000.00			
O&M Development/Calibration and Closeout	EA	<u></u>			EA	1	\$8,000.00			
Site Improvements	EA	<u></u>	\$198,125.00 \$	198,125.00	EA	1	\$500,000.00 \$	500,000.00	\$	301,875.00
Abandon Lift Station and Related Structures	EA	<u>'</u> 1	\$45,000.00 \$		EA	2	\$45,000.00 \$	90,000.00	\$	45,000.00
Remove Sewer ARV Appurtenance	EA	<u> </u>	\$1,500.00 \$		EA	1	\$1,500.00 \$	1,500.00	\$	+0,000.00
Tomove dewer Arry Appartendince	LA	1	ψ1,500.00 Φ	1,300.00		ı	ψ1,500.00 Φ	1,000.00	Ψ	
Water Line										
Grout Fill 16" Utility Line (Water)	LF	115	\$100.00 \$	11,500.00	LF	115	\$100.00 \$	11,500.00	¢	
							,		φ	-
Remove 16" Water Valve	EA	2	\$1,000.00 \$		EA	2	\$1,000.00 \$	2,000.00	\$	-
Remove Fire Hydrant	EA	1	\$1,000.00 \$		EA OY	1	\$1,000.00 \$	1,000.00	\$	-
Concrete Paving Repair for Utility Trench*	SY	2	\$280.00 \$		SY	2	\$280.00 \$	560.00	\$	-
Trench Safety	LF	66	\$5.00 \$		LF	66	\$5.00 \$	330.00	\$	-
16" Water Main Connection with Shutdown	EA	1	\$20,000.00 \$	20,000.00	EA	1	\$20,000.00 \$	20,000.00	\$	-

16" DIP Water Pipe	LF	66	\$1,000.0	0 \$	66,000.00	LF	66	\$1,000.00	\$	66,000.00	\$	-
Fire Hydrant Assembly	LF	1	\$20,000.0	0 \$	20,000.00	LF	1	\$20,000.00		20,000.00	\$	-
		_	SUBTOTAL		5,824,153.00			SUBTOTAL		,378,450.00	\$	2,554,297.00
		LS SUBTOTAL			5,824,153.00		MATE	RIALS SUBTOTAL	\$ 8	,378,450.00	\$	2,554,297.00
* Indicated items are being tracked for BUY AMERICA COMPL	IANCE and	d will be docume	ented using Form 18	318 ar	nd all							
supporting documentation prior to installation.									_			
X Indicated items are IRON or STEEL, but will not be tracked for BUY			Sum of De Minimus									
due to falling under the DE MINIMUS of \$2,500, or .1% of the project greater.	t total cost,	Whichever is	Items		\$0.00					\$0.00		
TxDOT contractor labor - JOINT BID												
Line Item / Item Description	Unit	Quantity	\$/Unit		Total	Unit	Quantity	\$/Unit		Total		Difference
Entertent / Item Beschption	Offic	Quartity	ψ/ΟΤΙΙ	\$	-	Onic	Quartity	φιστιτ	\$	-	\$	-
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL		\$0.00	\$	-
Internal Labor Costs - documented with Certified Ledger a	t payment	.										
Line Item / Item Description	Unit	Quantity	\$/Unit		Total	Unit	Quantity	\$/Unit		Total		Difference
OVERHEAR (6/)	Cote::	0/ if applicable		th.					¢.		•	
OVERHEAD (%)	Enter	% if applicable	SUBTOTAL	\$				SUBTOTAL	\$	-	\$	
External Labor Costs - documented with Invoices and / or	checks		CODIOTAL	Ψ				CODICIAL	Ψ		Ψ	
Line Item / Item Description	Unit	Quantity	\$/Unit		Total	Unit	Quantity	\$/Unit		Total		Difference
Enterior Herri Beechpiten	Onne	Quantity	φισιπι		Total	Offic	Quantity	φισιπε		- Otal		Dilloronoo
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL	\$	-	\$	-
	LABC	R SUBTOTAL	\$		-				\$	-	\$	-
Engineering Procured by TxDOT - 100% eligibiity required												
Line Item / Item Description	Unit	Quantity	\$/Unit		Total	Unit	Quantity	\$/Unit		Total	- 1	Difference
		,		\$	-				\$	-	\$	-
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL	\$	-	\$	-
Internal Engineering - Costs Documented with Certified Le	-	•	A (1.1.)		T		0 "	* // 1 '/		.		D: (f
Line Item / Item Description Staff Time (additional hourly backup provided)^^	Unit	Quantity 0.379	\$/Unit \$585,646.14	\$	Total 221,959.89	Unit	Quantity 0.544	\$/Unit \$585,646.14		Total 318,591.50	\$	Difference
Engineer (Hr rate subject to change, Payroll verified)	HR	1200	\$585,646.14	Ф	221,959.89	HR	1200	\$65.31	Ф	318,591.50	Ф	96,631.61
Supervisor (Hr rate subject to change, Payroll verified)	HR	800	\$68.27			HR	800	\$68.27				
Project Manager (Hr rate subject to change, Payroll verified)	HR	1200	\$57.60			HR	1200	\$57.60				
Real Estate (Hr rate subject to change, Payroll verified)	HR	591	\$52.49			HR	591	\$52.49				
			SUBTOTAL	\$	221,959.89			SUBTOTAL	\$	318,591.50	\$	96,631.61
Internal Survey / Landman												
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			CLIDTOTAL	\$	-	\$	-
Internal Inspection			SUBTUTAL	\$	-			SUBTOTAL	Ф		\$	
Inspector (Hr rate subject to change, Payroll verified)	HR	8000	\$38.24			HR	8000	\$38.24			\$	_
(into damper to diffully a from formed)			Ψ00. <u></u>	\$	-	1111	2200	Ψ	\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL	\$	-	\$	-
Internal Administration												
Admin (Hr rate subject to change, Payroll verified)	HR	1001	\$46.55			HR	1001	\$46.55			\$	-
	•			\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL	\$	-	\$	-
Internal Engineering/ Survey/ Inspection/ Administration Overh		0/ :=!	40.000/		00.000.45			40.000/	Φ.	400,000,40	Φ.	40 505 60
OVERHEAD (%)	Enter	% if applicable	42.00% SUBTOTAL	\$	93,223.15			42.00%	\$	133,808.43		40,585.28
			SUBTUTAL	\$	315,183.04				\$	452,399.93	Ф	137,216.89

External Engineering - Cost documented with INVOICES a	nd / or CH	ECKS										
Line Item / Item Description	Unit	Quantity	\$/Unit		Total	Unit	Quantity	\$/Unit		Total	[Difference
Kimley-Horn and Associates (Contracts Provided)^		0.379	\$1,135,400.00	\$	430,316.60		0.544	\$1,135,400.00	\$	617,657.60	\$	187,341.00
Senior Professional II	HR	200	(\$330-\$350)			HR	200	(\$330-\$350)				
Senior Professional I	HR	1200	(\$295-\$315)			HR	1200	(\$295-\$315)				
Professional	HR	1600	(\$255-\$275)			HR	1600	(\$255-\$275)				
Senior Tech Support	HR	140	(\$115-\$150)			HR	140	(\$115-\$150)				
Support Staff	HR	40	(\$125-\$135)			HR	40	(\$125-\$135)				
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	430,316.60			SUBTOTAL	- \$	617,657.60	\$	187,341.00
External Survey/ Landman												
				\$	-				\$	=	\$	=
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL	\$	-	\$	-
External Inspection												
Raba Kistner (Inspection Services) (Contracts Provided)^^		0.379	\$561,179.00	\$	212,686.84		0.544	\$561,179.00	\$	305,281.38	\$	92,594.54
Srav Jangam (Inspection Services)	HR	4640	\$110.00			HR	4640	\$110.00				
Bruce Nipp (Management)	HR	116	\$202.75			HR	116	\$202.75				
Denise Pemberton (Administrative)	HR	116	\$72.50			HR	116	\$72.50				
Company Auto Miles	Mile	29000	\$0.65			Mile	29000	\$0.65				
			OLIDTOTAL		040 000 04			OUDTOTAL		005 004 00		00 504 54
			SUBTOTAL	\$	212,686.84			SUBTOTAL	- \$	305,281.38	\$	92,594.54
Engin	eering / Adr	ministration / I	nspection SUBTOTAL	- \$	958,186.48				\$	1,375,338.91	\$	417,152.43
Existing Easement Compensation - following Quit Claim / Elig	ibility Ratio	not applied		Will I	be							
Line Item / Item Description	Unit	Quantity	\$/Unit		Total	Unit	Quantity	\$/Unit		Total		Difference
		,		\$	_			<u>.</u>	\$	-	\$	_
				\$	-				\$	-	\$	-
			SUBTOTAL	\$	-			SUBTOTAL	\$	-	\$	-
Replacement Easement Compensation - following Quit Claim	/ Eliaibility F	Ratio is applie	d. RC	W PN	M must							
concur with rate. Documentation of actual cost must be supply												
Lift Station Property Acquisition - TxDOT Parcel 8	SQ. FT	6,954	\$12.94	\$	90,000.00	SQ. FT	42,994	\$4.17	\$	179,484.00	\$	89,484.00
		,	•	\$	-		•	•	\$	-	\$	-
			SUBTOTAL	\$	90,000.00			SUBTOTAL	\$	179,484.00	\$	89,484.00
Fasement Co	nmnensatio	n SUBTOTAL	\$		90,000.00		Г	\$		179,484.00	\$	89,484.00
Lascincit	Jiliperisatio	II CODIOTAL	Ψ		30,000.00		L	Ψ		173,404.00	Ψ	03,404.00
SUMMARY:		TO	TAL PROJECT COST	•	6 072 220 40				\$	9,933,272.91	¢	3,060,933.43
					0,072,339.40					9,933,272.91		3,000,933.43
	Amount Pa	yable in TxDC	OT Contract (Joint Bid) \$	-				\$	-	\$	-
			Utility Cos	t \$	6,872,339.48				\$	9,933,272.91	\$	3,060,933.43
0 0			· · · · · · · · · · · · · · · · · · ·	<u>+</u>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	00			<u></u>	0,000,000	_	-,,
General & Administrative OH				\$	-	G&/	4		\$	-	\$	-
		Gross Rein	nbursable to the Utility	/ \$	6,872,339.48				\$	9,933,272.91	\$	3,060,933.43
Amount Due	to TxDOT \	/ia an Advanc	e Funding Agreemen	t \$					\$		\$	
Amount buc									Ě		H	
	SAL	VAGE and/or	Depreciation CREDIT	<u>L</u>					<u>Щ</u>		\$	
BETTERMENT RATIO	0.00%		Ratio Deduction	1 \$	-	BF	R 30.81%		\$	3,060,933.43	\$	3,060,933.43
	``	after Retterme	nt and Salvage Credi		6 872 330 48				\$	6,872,339.48		_
_		I	and Galvage Gledi	Ψ	0,012,000.40				Ψ	0,012,000.40	Ψ	-
ELIGIBILITY RATIO	100.00%			<u></u>		EF	R 100.00%					
	N	ET REIMBUR	SEMENT TO UTILITY	\$	6,872,339.48				\$	6,872,339.48	\$	-
							г	Porcont of Difforcases		45%		
								Percent of Difference=		4370	version	3.0
											VEISIUI	13.0

Engineer Notes:

^{*}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

[^] Mobilization is an assumed cost based on the percentage bid on Mobilization by Mountain Cascade. Mountain Cascade bid 8.7123% of the overall bid on Mobilization. Please refer to supplemental calculations

^{^^}The city staff and KH engineering contract is adjusted to a percentage of construction dollars to theoverall bid from Mountain Cascade. Please refer to supplemental calculations

BETTERMENT RATIO CALCULATOR
Two estimates are required to calculate betterment. One with, and one without betterment. Please attach both estimates.
The total estimated cost of the project INCLUDING BETTERMENT \$9,933,272.91
The total estimated cost of the project NOT including BETTERMENT \$6,872,339.48
THE AMOUNT OF BETTERMENT \$3,060,933.43
The BETTERMENT RATIO IS: 30.81%

THE CITY OF DENTON, TEXAS **PLANS FOR THE:**

SHEET INDEX: IH-35 SPLIT TO MILAM PHASE 2 **General Sheets**

GANZER ROAD LIFT STATION FORCE MAIN AND GRAVITY SEWER GANZER LIFT STATION SITE

IFB NO. 7968-005

VOLUME 1 PLAN SET

GANZER RD E

DENTON. TX 76207

Lift Station Sheets

1 - COVER SHEET 2 - GENERAL NOTES

Pipeline Sheets

5 - SEWER LOCATION MAP

7 - PROJECT SEQUENCING

6 - FORCE MAIN LOCATION MAP

3 - PROJECT CONTROL AND BENCHMARKS

4 - PROJECT CONTROL AND BENCHMARKS LIFT STATION

8 - PROPOSED 30-IN SANITARY SEWER A STA 0+00 - END

25 - SITE PLAN 26 - PAVING AND DIMENSIONS PLAN - SHEET 1 OF 2 27 - PAVING AND DIMENSIONS PLAN - SHEET 2 OF 2

22 - PROPOSED 12-IN FORCE MAIN A STA 93+00 - 99+00 23 - PROPOSED 12-IN FORCE MAIN A STA 99+00 - END

24 - PROPOSED 30IN WATER A CASING STA 0+00 - END

28 - YARD PIPING PLAN

29 - GRADING PLAN - SHEET 1 OF 2 30 - GRADING PLAN - SHEET 2 OF 2

31 - MECHANICAL PLAN AND SECTION

32 - JUNCTION STRUCTURE PLAN AND SECTION

Standard Details

33 - STANDARD SEWER DETAILS I 34 - STANDARD SEWER DETAILS II

35 - STANDARD SEWER DETAILS III 36 - STANDARD SEWER DETAILS IV

37 - STANDARD SEWER DETAILS V

38 - STANDARD SEWER DETAILS VI

50 - EROSION CONTROL DETAILS

39 - SEWER DETAILS I

40 - SEWER DETAILS II 41 - SEWER DETAILS III

42 - SEWER DETAILS IV

43 - SEWER DETAILS V 44 - CONSTRUCTION DETAILS

45 - STRUCTURAL DETAILS I

46 - EROSION CONTROL PLAN 1 OF 4 47 - EROSION CONTROL PLAN 2 OF 4

48 - EROSION CONTROL PLAN 3 OF 4 49 - EROSION CONTROL PLAN 4 OF 4

51 - PROPOSED SURFACE REPAIR 1 OF 3

52 - PROPOSED SURFACE REPAIR 2 OF 3

53 - PROPOSED SURFACE REPAIR 3 OF 3 54 - TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

55 - TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

Electrical Sheets

E1 - ELECTRICAL LEGENDS NOTES & SCHEDULES

E2 - ELECTRICAL SITE PLAN

E3 — ELECTRICAL WET WELL PLAN & ELEVATION E4 - ELECTRICAL ONE-LINE DIAGRAM

E5 - ELECTRICAL CONTROL DIAGRAMS SHEET 1 OF 3 E6 - ELECTRICAL CONTROL DIAGRAMS SHEET 2 OF 3

E7 - ELECTRICAL CONTROL DIAGRAMS SHEET 3 OF 3

E8 - ELECTRICAL DETAILS SHEET 1 OF 6

E9 - ELECTRICAL DETAILS SHEET 2 OF 6

E10 - ELECTRICAL DETAILS SHEET 3 OF 6

E11 - ELECTRICAL DETAILS SHEET 4 OF 6 E12 - ELECTRICAL DETAILS SHEET 5 OF 6

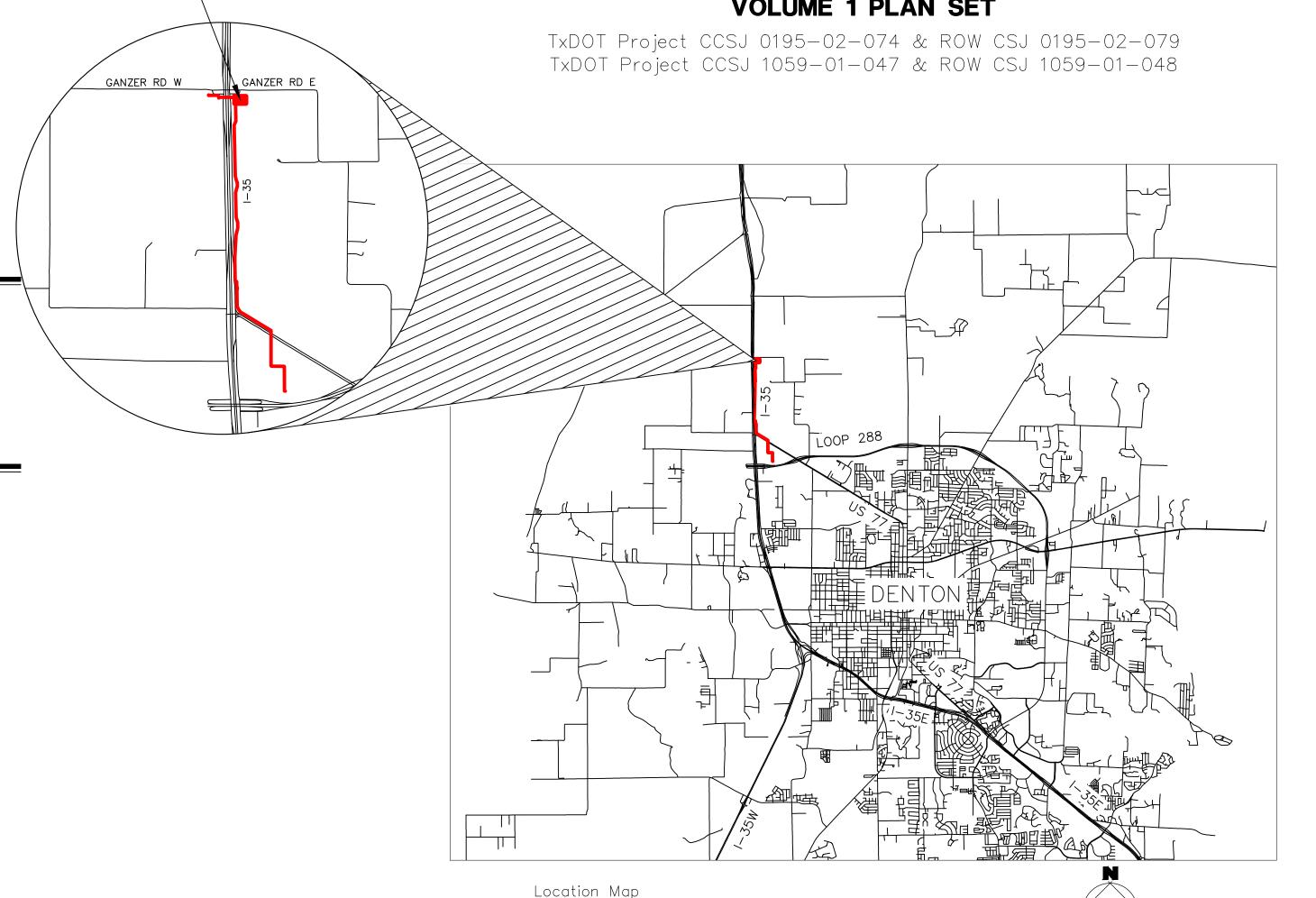
E13 - ELECTRICAL DETAILS SHEET 6 OF 6

Structural Sheets

S1 - GENERAL NOTES S2 - WET WELL DETAILS

S3 - VAULT DETAILS

S4 - JUNCTION STRUCTURE DETAILS S5 - EQUIPMENT PAD DETAILS



Kimley» Horn

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

FEBRUARY 2025





CITY OFFICIALS:

MAYOR..... GERARD HUDSPETH COUNCIL MEMBERS: DISTRICT 1......VICKI BYRD DISTRICT 2...... BRIAN BECK DISTRICT 3...... PAUL MELTZER DISTRICT 4...... JOE HOLLAND AT LARGE PLACE 5.....BRANDON MCGEE AT LARGE PLACE 6......CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES

DIRECTOR OF CAPITAL PROJECTS TREVOR CRAIN

PROJECT MANAGER, **CAPITAL PROJECTS**

SHAWN MESSICK

STEPHEN GAY

TxDOT General Notes

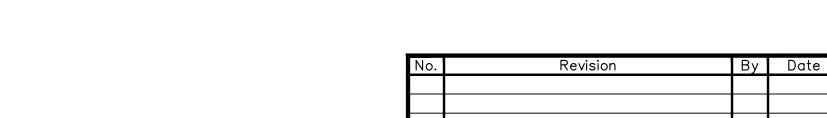
- 1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES 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.

Wir Ugo

(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



GENERAL NOTES:

- 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 CITY 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.
- NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
- CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS ENERGY (940-380-7479) 48 HOURS PRIOR TO EXCAVATION.
- 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 AND AT&:T (817-338-6013).
- CAUTION! OVERHEAD ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT COSERV (940-321-7800) 48 HOURS PRIOR TO EXCAVATING NEAR EXISTING LINES.
- 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.

- CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
- ONLY THOSE ITEMS LISTED IN THE BID TABULATION AND/OR SUBSEQUENT SCHEDULE OF VALUES FOR LUMP SUM PROJECTS 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. SPECIFIC REQUIREMENTS INDICATED ELSEWHERE MAY BE MORE STRINGENT
- 10. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
- 11. 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.
- 12. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
- 13. $\,$ 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
- 14. 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.**
- 15. 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.
- 16. 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.
- 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.
- 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.
- 19. 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
- 20. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR

—— EXISTING WATER LINE

EXISTING GAS LINE

— EXISTING STORM SEWER LINE

—— EXISTING COMMUNICATION LINE

EXISTING OVERHEAD ELECTRIC

EXISTING UNDERGROUND ELECTRIC

-----x" ss ------ EXISTING SANITARY SEWER LINE

LEGEND:

- OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE
- 21. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
- 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
- 23. A MINIMUM COVER OF THREE AND ONE HALF (3.5) 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.
- 24. THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 50% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION.
- 25. CONTRACTOR SHALL ADHERE TO TCEQ RULES FOR POTABLE WATER AND SANITARY SEWER CHAPTERS 217 AND 290.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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 OR TEMPORARY EASEMENTS 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED. AS DETERMINED BY THE CITY. AT THE EXPENSE OF THE CONTRACTOR.
- 35. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
- 36. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS
- 37. 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.
- 38. 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.
- 39. WITHIN THE LIFT STATION SITE, THRUST BLOCKS ARE NOT REQUIRED, BUT ALL JOINTS SHALL BE MECHANICALLY RESTRAINED. OUTSIDE OF THE LIFT STATION SITE ALL 24-INCH AND SMALLER HORIZONTAL AND VERTICAL BENDS, TEES, WYES, AND ALL 6-INCH AND LARGER OUTLETS SHALL BE FULLY RESTRAINED AS REQUIRED BY THE CONTRACT DOCUMENTS.

— — — PROPERTY LINE/ROW

— — — EXISTING EASEMENT

RE: A/B

— PROPOSED EASEMENT

—— PROPOSED SEWER LINE

REFERENCE FIGURE A ON SHEET B

- 40. 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.
- 41. THE CONTRACTOR SHALL SUBMIT A SEQUENCE OF WORK SCHEDULE TO THE ENGINEER PRIOR TO COMMENCING WORK.
- 42. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A NEAT AND ACCURATE RECORD OF CONSTRUCTION FOR THE CITY'S RECORDS. THE CONTRACTOR SHALL PROVIDE THE CITY FULL SIZE REPRODUCIBLE MARKUPS THAT RECORD ALL CONSTRUCTION DEVIATING FROM THE PLANS.
- 43. UNTIL THE WORK IS ACCEPTED BY THE CITY. THE PROJECT SHALL BE UNDER THE CHARGE AND CUSTODY OF THE CONTRACTOR, AND THE CONTRACTOR SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST INJURY AND/OR DAMAGE TO THE WORK.
- 44. CONTRACTOR SHALL MAINTAIN SITE SECURITY AT ALL TIMES.
- 45. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. THE CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR AS APPROVED BY THE CITY.

PROJECT SPECIFIC NOTES:

- ALL CONSTRUCTION ACCESS SHALL BE THROUGH EASEMENTS. SEE PROJECT CONTROL SHEET, PAGE 3.
- 2. 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.
- 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.
- 4. SUBMERSIBLE PUMPS SHALL BE IN ACCORDANCE WITH SECTION 43 25 01 AND SHALL MEET THE FOLLOWING REQUIREMENTS:
- 4.1. PUMP PERFORMANCE DATA: 4.1.1. NUMBER OF REQUIRED UNITS TWO (2) 4.1.2. SHUTOFF HEAD (FLOW @ HEAD (TDH)) 0 GPM @ 107.0 FEET 1270 GPM @ 154.0 FEET 4.1.3. DUTY POINT (FLOW @ HEAD (TDH)) 2350 GPM @ 82.0 FEET 4.1.4. PUMP RUNOUT (FLOW @ HEAD (TDH)) 4.1.5. MINIMUM PUMP EFFICIENCY FOR DUTY POINT 4.1.6. MINIMUM OVERALL EFFICIENCY 32% 85 HP 4.1.7. MAXIMUM HORSEPOWER REQUIRED 460 VOLT, 60 HZ, 3 PH 4.1.8. ELECTRICAL CHARACTERISTICS REQUIRED 4.1.9. MAXIMUM OPERATING SPEED 1,775 RPM 4.1.10. MINIMUM DISCHARGE SIZE 6-INCH 4.1.11. MINIMUM SOLID SIZE REQUIRED TO PASS IMPELLER 3-INCH WASTEWATER 4.1.12. LIQUID TO BE PUMPED
- BE EQUIPPED WITH PANEL COOLED VARIABLE FREQUENCY DRIVES. 5. THE IMPELLER SHALL BE IN ACCORDANCE WITH SECTION 43 25 01. THE IMPELLER SHALL BE TWO-VANE OR MULTIPLE-VANE, SEMI-OPEN NON-CLOGGING DESIGN, AND CAPABLE OF

PASSING 3-INCH DIAMETER SPHERICAL SOLIDS. THE IMPELLER SHALL BE A HIGH CHROME

WHITE CAST IRON IN ACCORDANCE WITH ASTM A532 (ALLOY III A 25% CHROME CAST IRON).

4.2. PUMPS SHALL BE NP 3301 HT3~464 AS MANUFACTURED BY FLYGT CORPORATION AND SHALL

THE IMPELLER SHALL BE COATED WITH ALKYD RESIN PRIMER. 6. ODOR CONTROL UNIT SHALL BE IN ACCORDANCE TO THE SPECIFICATIONS AND MANUFACTURED SPECIFICATIONS OF A WET WELL WIZARD. A SINGLE WIZ SHALL BE INSTALLED FOR EVERY 80 SQFT OF WET WELL. A 1.5 HP REGENERATIVE BLOWER IS NECESSARY TO MEET

EXISTING GUY WIRE

CONTROL POINT

BENCHMARK

EXISTING LIGHT POLE

GEOTECHNICAL BORE

EXISTING WATER ISOLATION VALVE

 \Diamond

 \bowtie

7. CONTRACTOR SHALL COORDINATE WITH CITY 2 WEEKS IN ADVANCE OF INTENDED MOBILIZATION DATE TO PERMIT THE CITY TIME TO NOTIFY PROPERTY OWNER.

REQUIRED SOURCE POWER.

TXDOT STANDARD NOTES

ALL WORK WITHIN THE STATE RIGHT OF WAY.

- 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.
- SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR
- 3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN
- 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.
- CONTRACTOR TO CONTACT TXDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
- 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.
- CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED)

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SHEET

PROPOSED SEWER LINE (SEPARATE SHEET) PROPOSED SEWER MANHOLE EXISTING CURB EXISTING WATER MANHOLE EXISTING SEWER MANHOLE EXISTING ASPHALT PAVEMENT EXISTING WATER METER EXISTING BRICK/WOODEN FENCE ___ EXISTING SIGN EXISTING FIRE HYDRANT EXISTING CONCRETE PAVEMENT ---- EXISTING BARBED WIRE FENCE EXISTING TREE EXISTING POWER POLE ----- // ---- // ---- // ---- PROPOSED TEMPORARY BARBED WIRE FENCE EXISTING TREE TO BE REMOVED

CLEANOUT

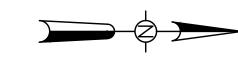
PROPOSED REDUCER

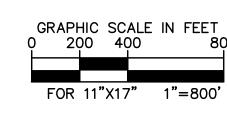
PROPOSED AIR RELEASE VALVE

PROPOSED WATER GATE VALVE

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED WATER GATE VALVE AND VAULT



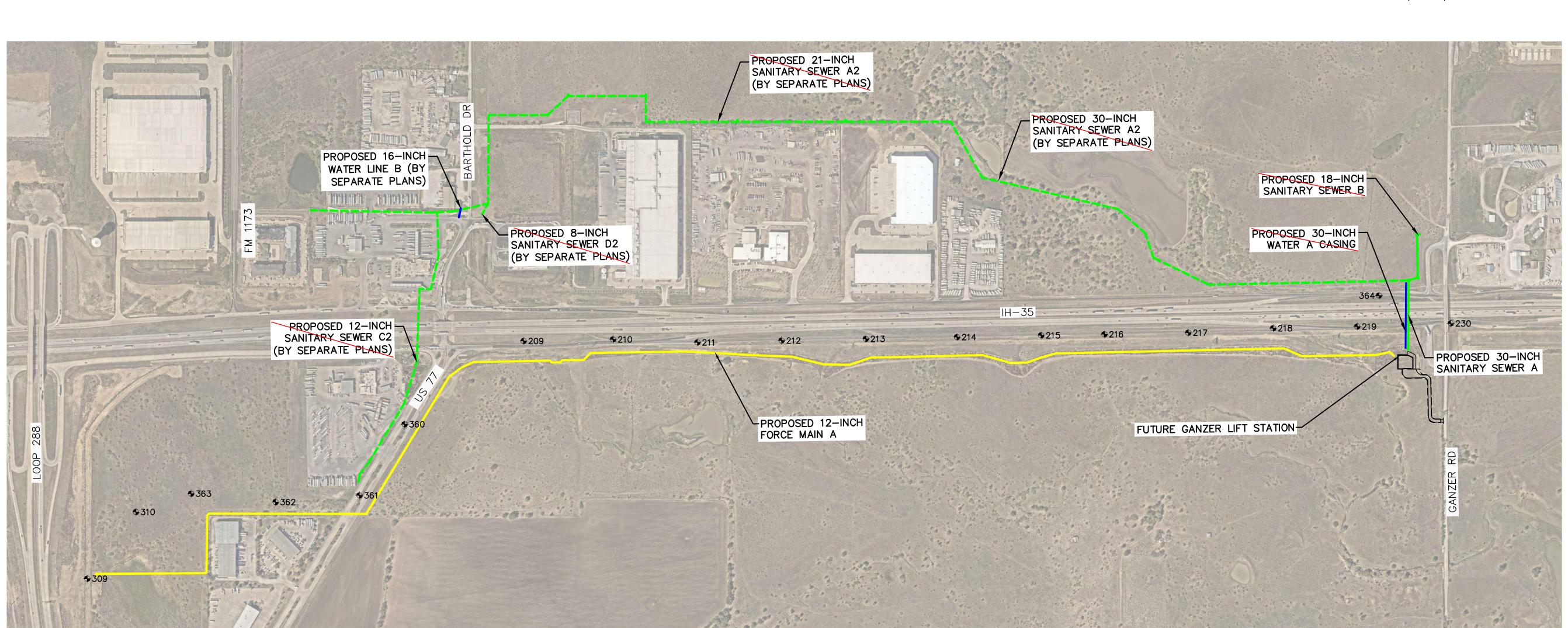


LEGEND:

	PROPOSED FORCE MAIN
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
A	EXISTING CONTROL POINT
• 4	EXISTING BENCHMARK

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

172 | 675.17 | 7128861.22 | 2376078.97 | BM CP MAG W/ SHINER [YP CONTROL POINT]

209 687.30 7146866.49 2373040.47 BM CP MAG W/ SHINER (YP CONTROL POINT)
210 686.68 7147505.11 2373029.06 BM CP MAG W/ SHINER (YP CONTROL POINT)
211 688.71 7148106.51 2373050.77 BM CP MAG W/ SHINER (YP CONTROL POINT)

212 686.01 7148706.97 2373037.27 BM CP MAG W/ SHINER (YP CONTROL POINT)

213 689.90 7149307.38 2373025.22 BM CP MAG W/ SHINER (YP CONTROL POINT)

214 697.23 7149958.01 2373012.62 BM CP MAG W/ SHINER (YP CONTROL POINT)

215 697.78 7150558.25 2373000.21 BM CP MAG W/ SHINER (YP CONTROL POINT)

216 693.34 7151009.35 2372992.88 BM CP MAG W/ SHINER (YP CONTROL POINT)

217 673.83 7151607.83 2372981.46 BM CP MAG W/ SHINER (YP CONTROL POINT)

218 | 662.15 | 7152213.23 | 2372949.69 | BM CP MAG W/ SHINER (YP CONTROL POINT)

219 660.05 7152812.90 2372936.98 BM CP MAG W/ SHINER (YP CONTROL POINT)

230 665.24 7153479.83 2372915.58 BM CP MAG W/ SHINER (YP CONTROL POINT)

SIR 1/2 Y (YP CONTROL POINT)

SIR 1/2 Y (YP CONTROL POINT)

BM CP MNW (YP CONTROL POINT)

BM CP MNW (YP CONTROL POINT)

BM CP SIR 1/2 Y (YP CONTROL POINT)

BM CP SIR 1/2 Y (YP CONTROL POINT)

BM CP MNW (YP CONTROL POINT)

Point # | Elevation | Northing | Easting

309 | 741.04 | 7143754.77 | 2374735.54 |

310 743.27 7144101.84 2374260.11

360 | 699.05 | 7146017.58 | 2373634.70 |

361 | 702.20 | 7145696.02 | 2374141.62 |

 362
 719.94
 7145097.38
 2374189.37

 363
 751.77
 7144495.33
 2374129.26

364 | 662.64 | 7152967.73 | 2372716.14 |









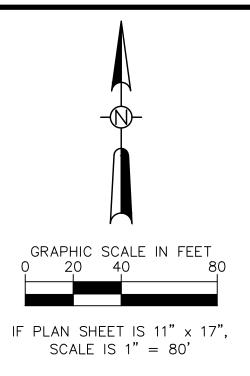
IH-35 SPLIT TO M GANZER ROAD I FORCE MAIN AND

OJECT CONTROL ANI BENCHMARKS

DRAWN: NDCH CHECKED: JRA KHA NO.: 061024063	DESIGN:	CPI
	DRAWN:	NDCH
	CHECKED:	JRA
	KHA NO.:	061024063

3

SHEET



LEGEND:

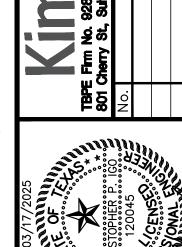
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EXISTING BENCHMARK

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.

			Point	Table
Point #	Northing	Easting	Elevation	Description
219	7152812.90	2372936.98	660.05	BM CP MAG W/ SHINER (YP CONTROL POINT)
230	7153479.83	2372915.58	665.24	BM CP MAG W/ SHINER (YP CONTROL POINT)



Orn





CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2

GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER

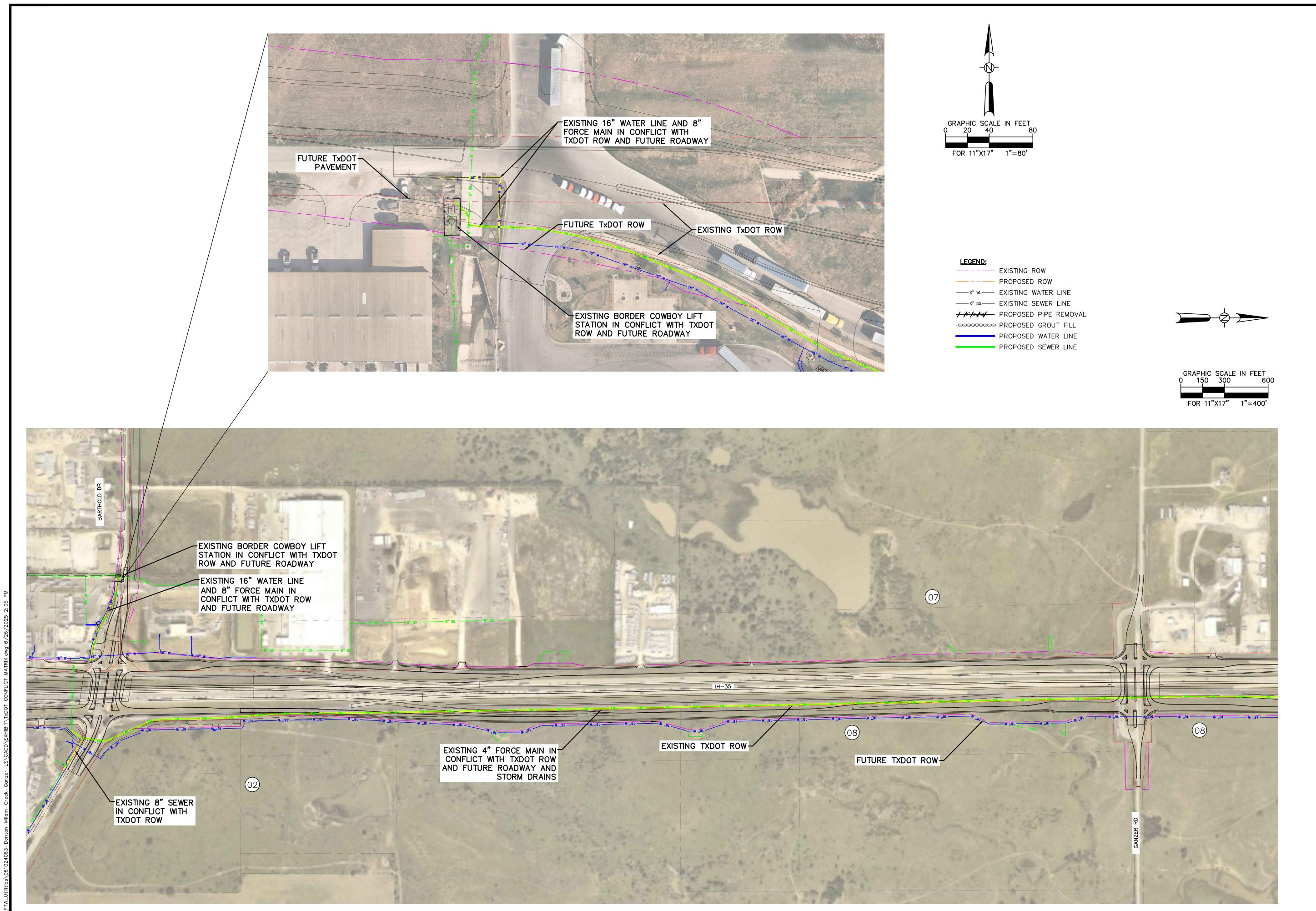
VOLUME 1

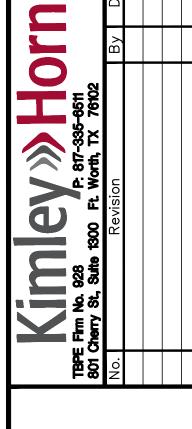
PROJECT CONTROL AND BENCHMARKS LIFT STATION

061024063	KHA NO.:
JRA	CHECKED:
NDCH	DRAWN:

SHEET







CITY OF DENTON

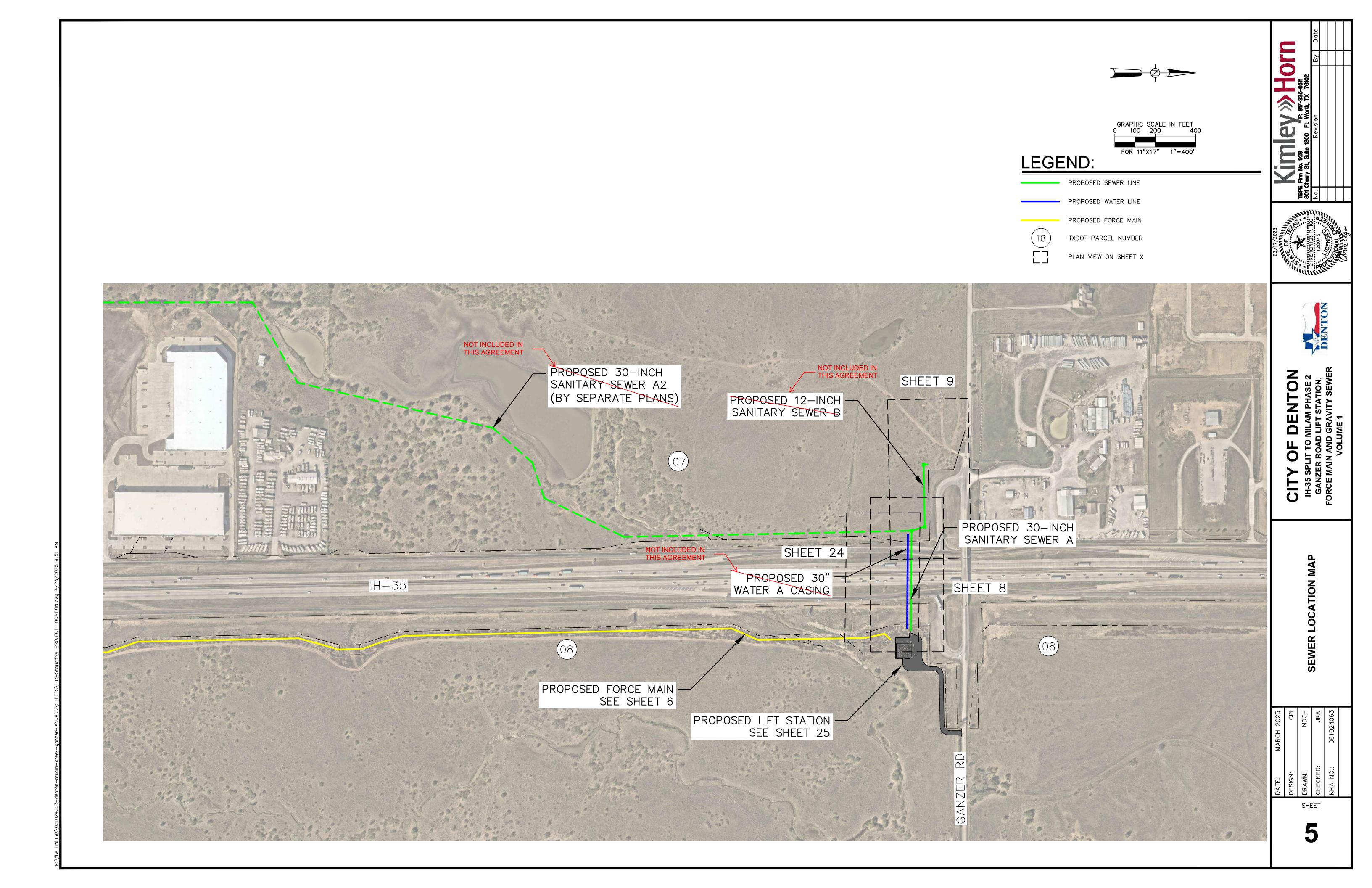
IH-35 SPLIT TO MILAM PHASE 2

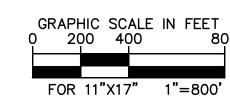
GANZER ROAD LIFT STATION

VOLUME 2

T CONFLICT MAP

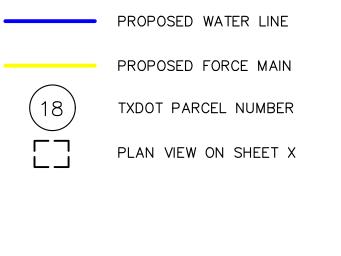
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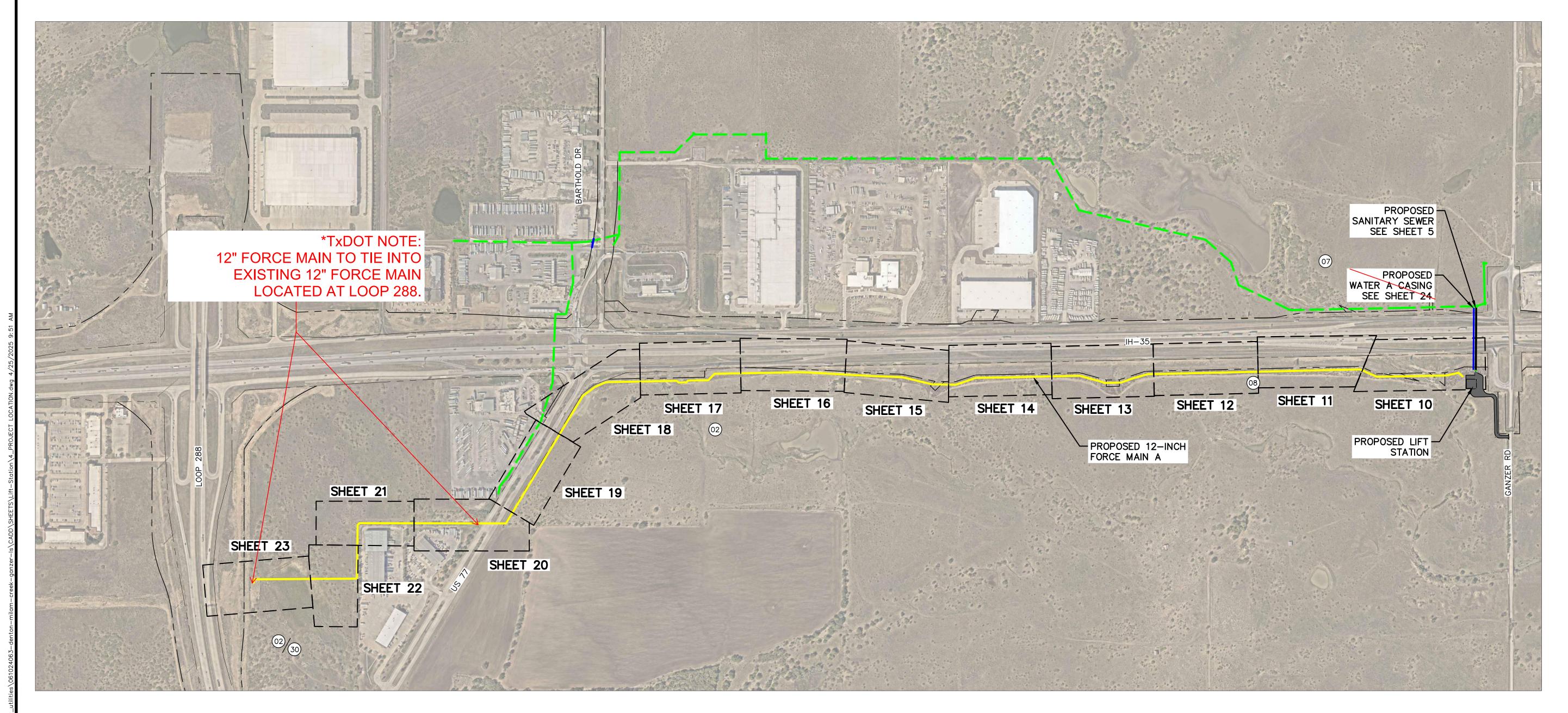


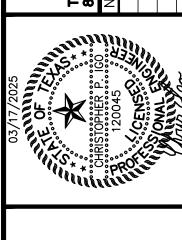


LEGEND:

PROPOSED SEWER LINE









CPI	NDCH	JRA	061024063	
DESIGN:	DRAWN:	CHECKED:	KHA NO.:	

SHEET 6

SEQUENCING NOTES

GENERAL NOTES

- 1. NOTIFY THE CITY OF DENTON INSPECTOR, KIMLEY-HORN, AND PROJECT MANAGER TWO (2) WEEKS PRIOR TO COMMENCING WORK TO SCHEDULE A SEQUENCING COORDINATION MEETING.
- 2. ONCE CONSTRUCTION ON A PARTICULAR LINE HAS COMMENCED, IT MUST BE COMPLETED PRIOR TO THE BEGINNING OF WORK ON ANY OTHER SEGMENT OR LINE INCLUDED IN THIS PROJECT. WITH PRIOR APPROVAL OF THE CITY, THE CONTRACTOR MAY BE ALLOWED TO WORK CONCURRENTLY ON MORE THAN ONE SEGMENT OF THE CONSTRUCTION PROVIDED THAT WORK CONTINUES ON EACH PORTION OF THE PROJECT UNTIL COMPLETE.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

IN GENERAL, THE SEQUENCE OF CONSTRUCTION SHALL OCCUR AS FOLLOWS:

PHASING:

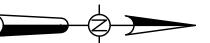
VOLUME 1

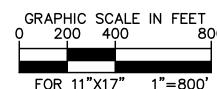
- GANZER LIFT STATION
- 2. FORCE MAIN A STATION 0+00 END
- 3. SANITARY SEWER A 0+00 END
- 4. WATER CASING A 0+00 END
- 5. SANITARY SEWER B STATION 0+00 END

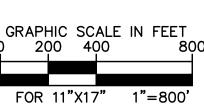
**CRITICAL THAT THE NEW GANZER LIFT STATION HAS BEEN COMPLETED BEFORE ANY SEWER FLOW CAN DIVERT INTO SEWER LINE A OR B. COORDINATE WITH CITY.

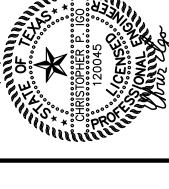
VOLUME 2

- 6. SANITARY SEWER A2 STATION 0+00 79+04.50 (NEAR BARTHOLD RD.)
- **CRITICAL THAT THE NEW GANZER LIFT STATION (BY OTHERS) HAS BEEN COMPLETED BEFORE ANY SEWER FLOW CAN DIVERT INTO SEWER LINE A OR C. COORDINATE WITH CITY PRIOR TO PHASES 6-12.
- 7. SANITARY SEWER D2 0+00 END
- 8. SANITARY SEWER A2 STATION 79+04.50 END
- 9. BORDER COWBOY LS TO BE DECOMMISSIONED/ABANDONED AFTER ALL SERVICES CONNECTED TO SANITARY SEWER A
- 10. REMOVE EXISTING FORCE MAIN INSIDE EXISTING CASING UNDER IH-35
- 11. SANITARY SEWER C2 STATION 0+00 END
- 12. TA LIFT STATION TO BE DECOMMISSIONED/ ABANDONED AFTER ALL SERVICES CONNECTED TO LINE C
- 13. WATER LINE B2 0+00 END









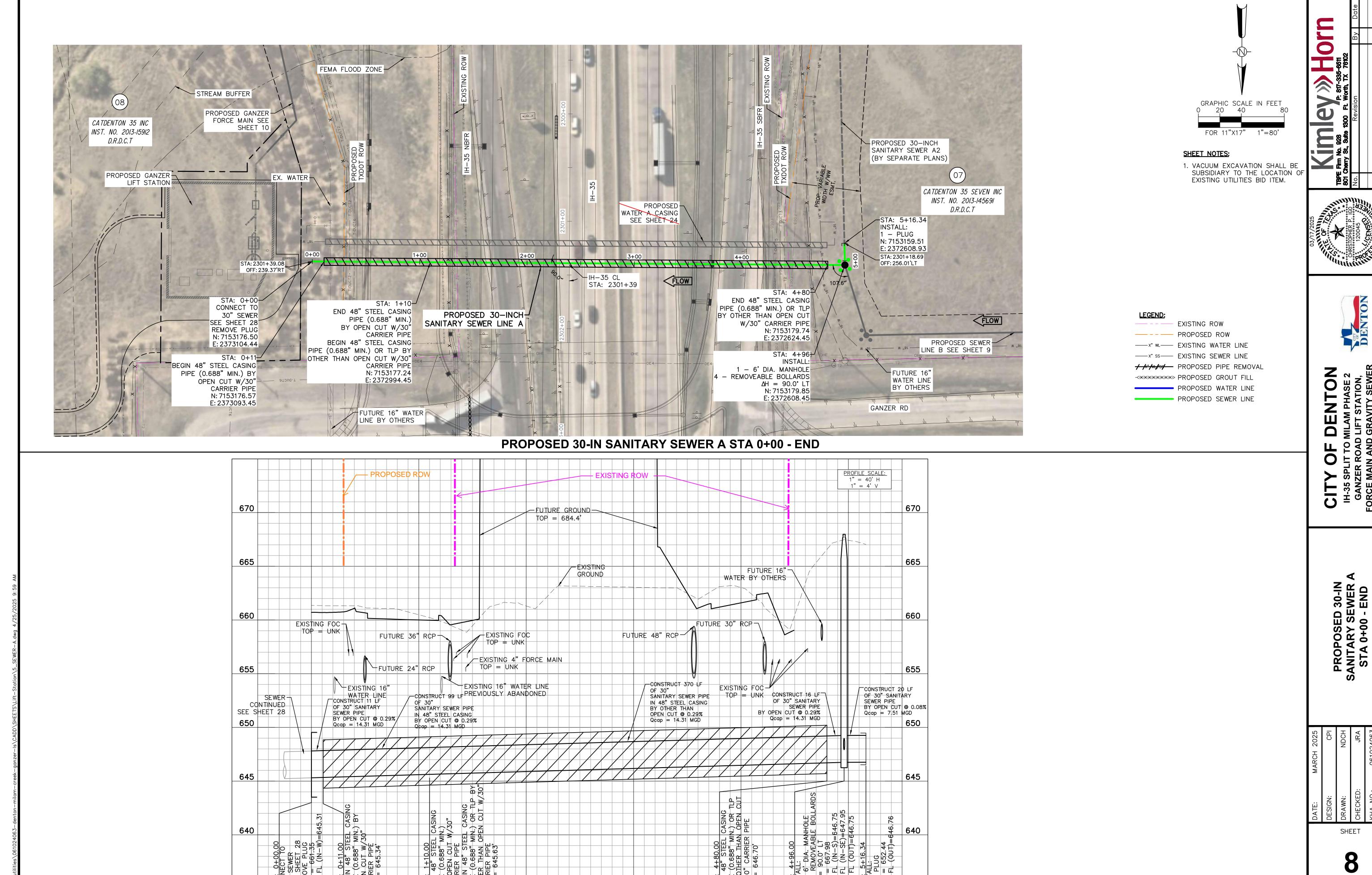
Horn

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NDCH	DRAWN:

14. REMOVE AND ABANDON ALL REMAINING SEWER AND FORCE MAIN ABANDONMENT PROPOSED SANITARY SEWER A2 FUTURE 12" SANITARY SEWER CONTINUED BY OTHERS EXISTING 18" PROPOSED SANITARY SEWER B SANITARY SEWER PROPOSED SANITARY SEWER D2 WATER A CASING PROPOSED SANITARY SEWER PROPOSED GANZER LIFT STATION BY OTHERS FORCE MAIN CONTINUED BY OTHERS



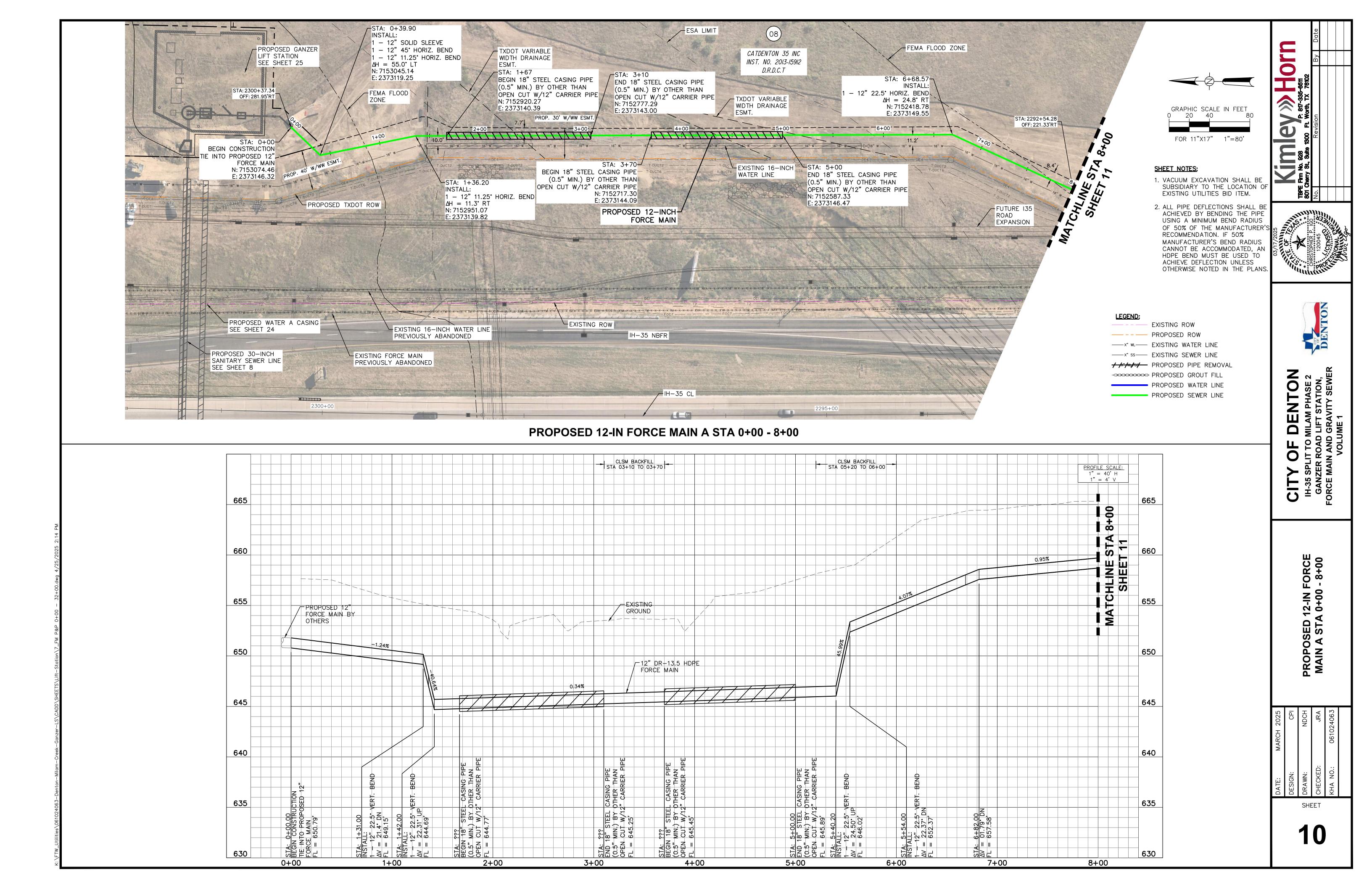
0+00

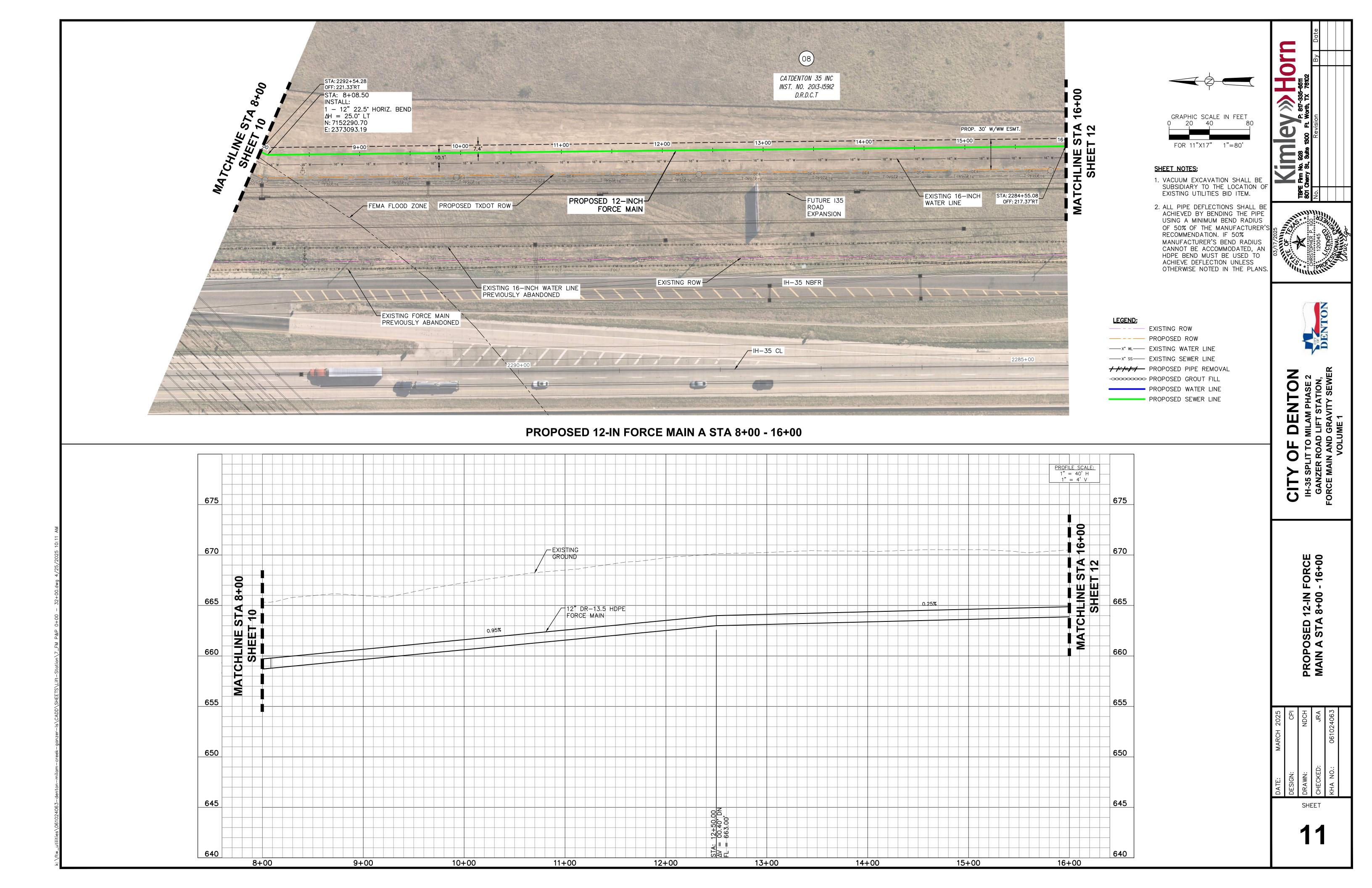
1+00

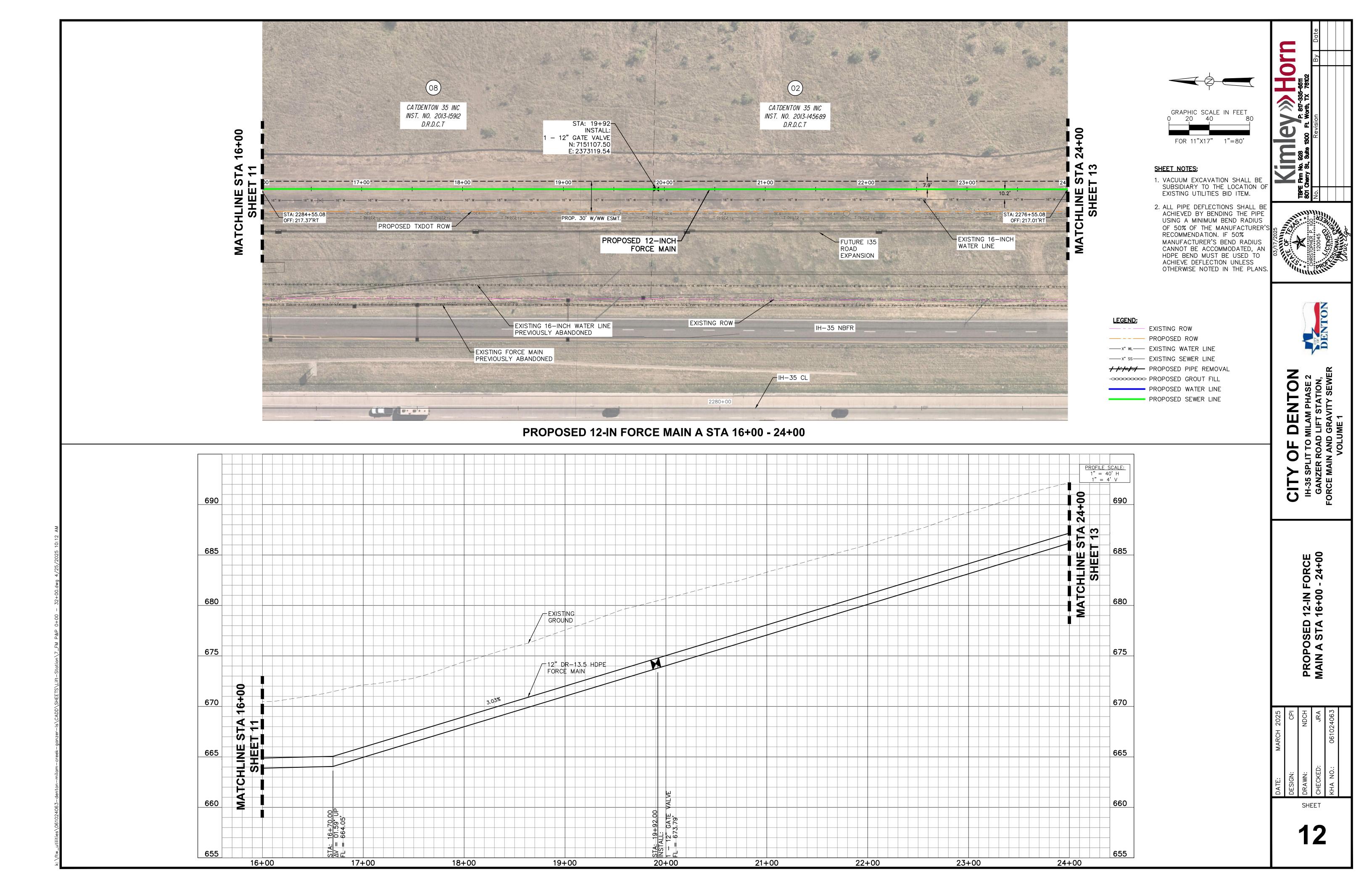
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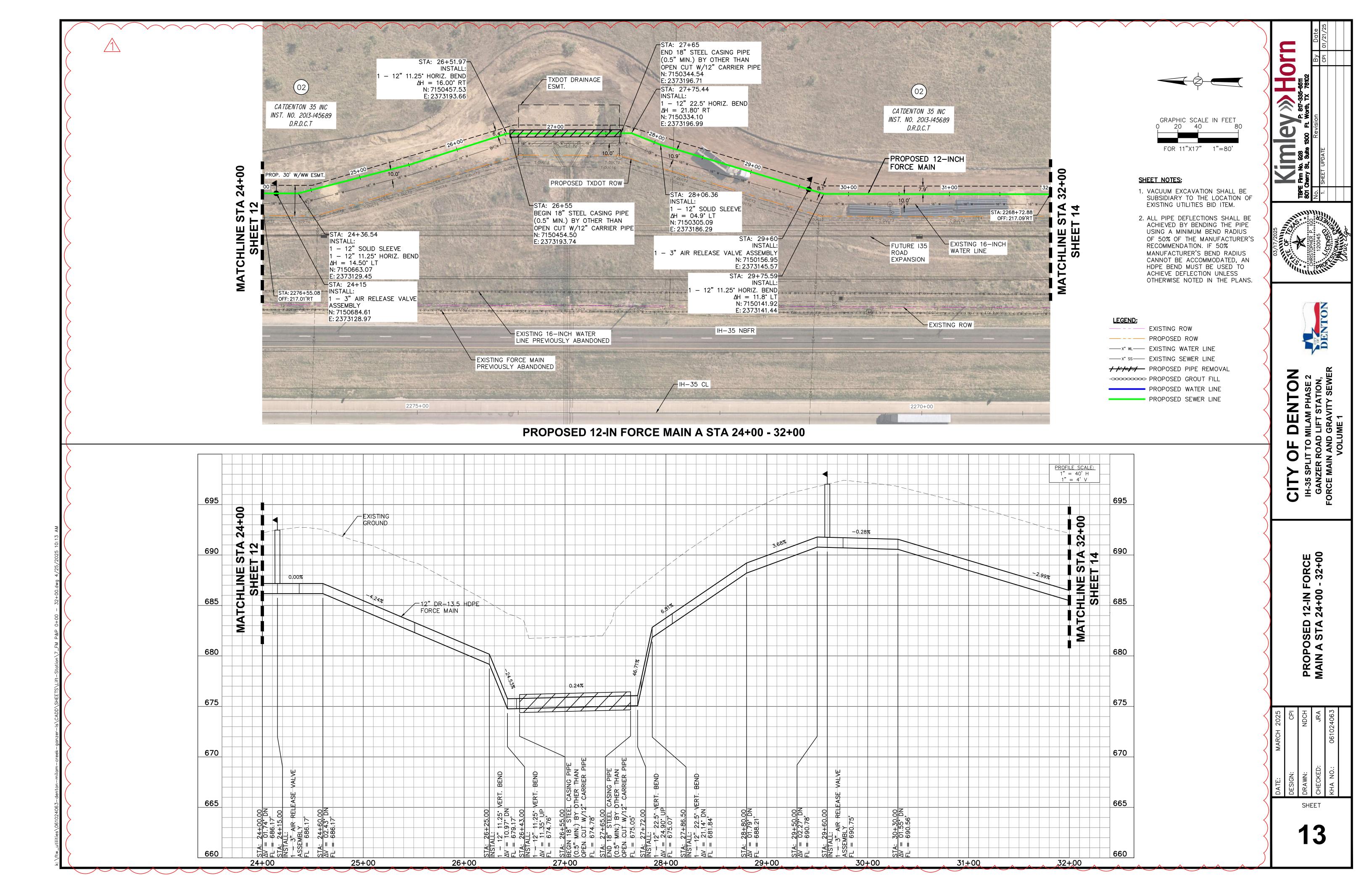
3+00

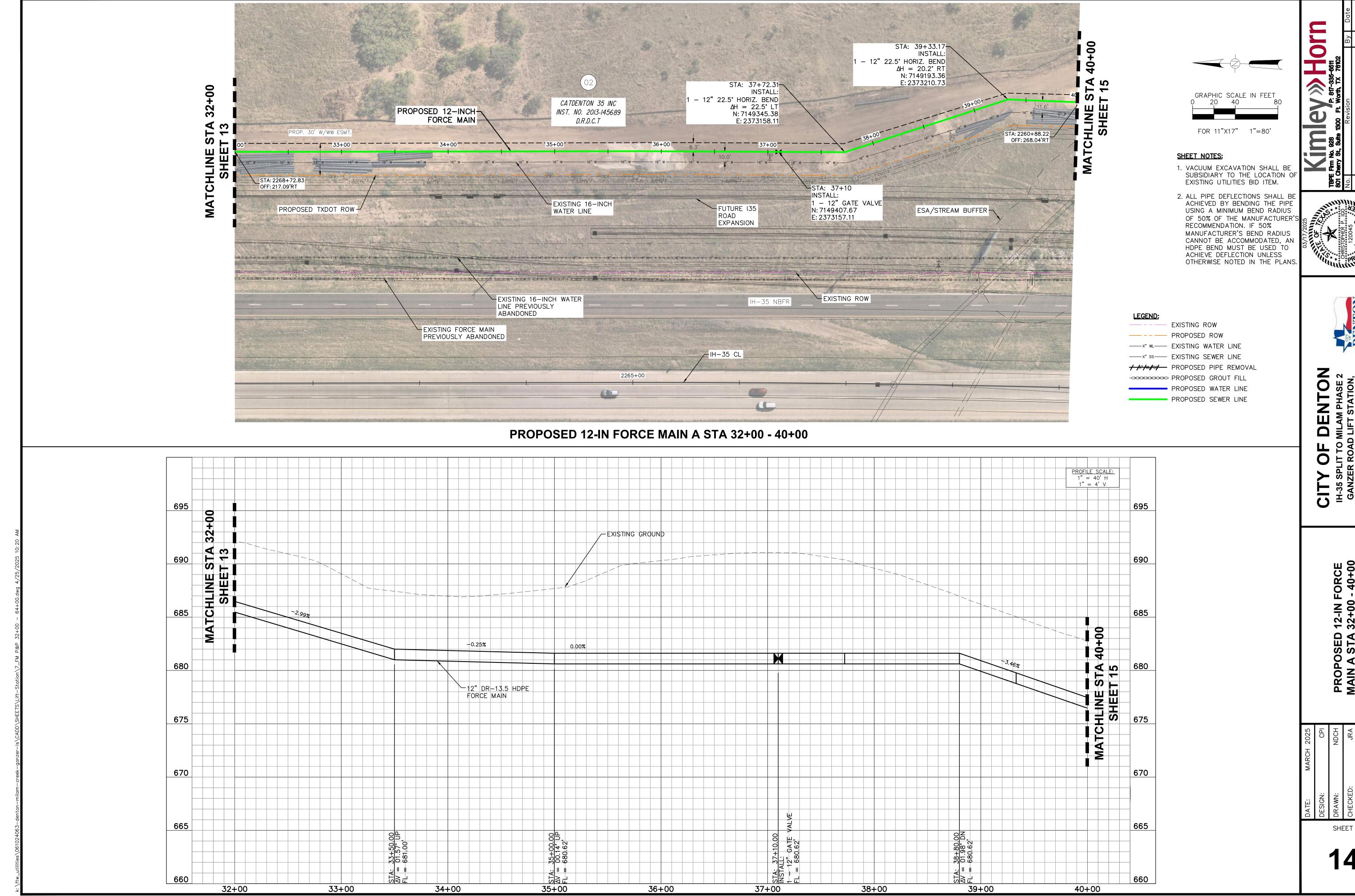
4+00











37+00

38+00

39+00

40+00

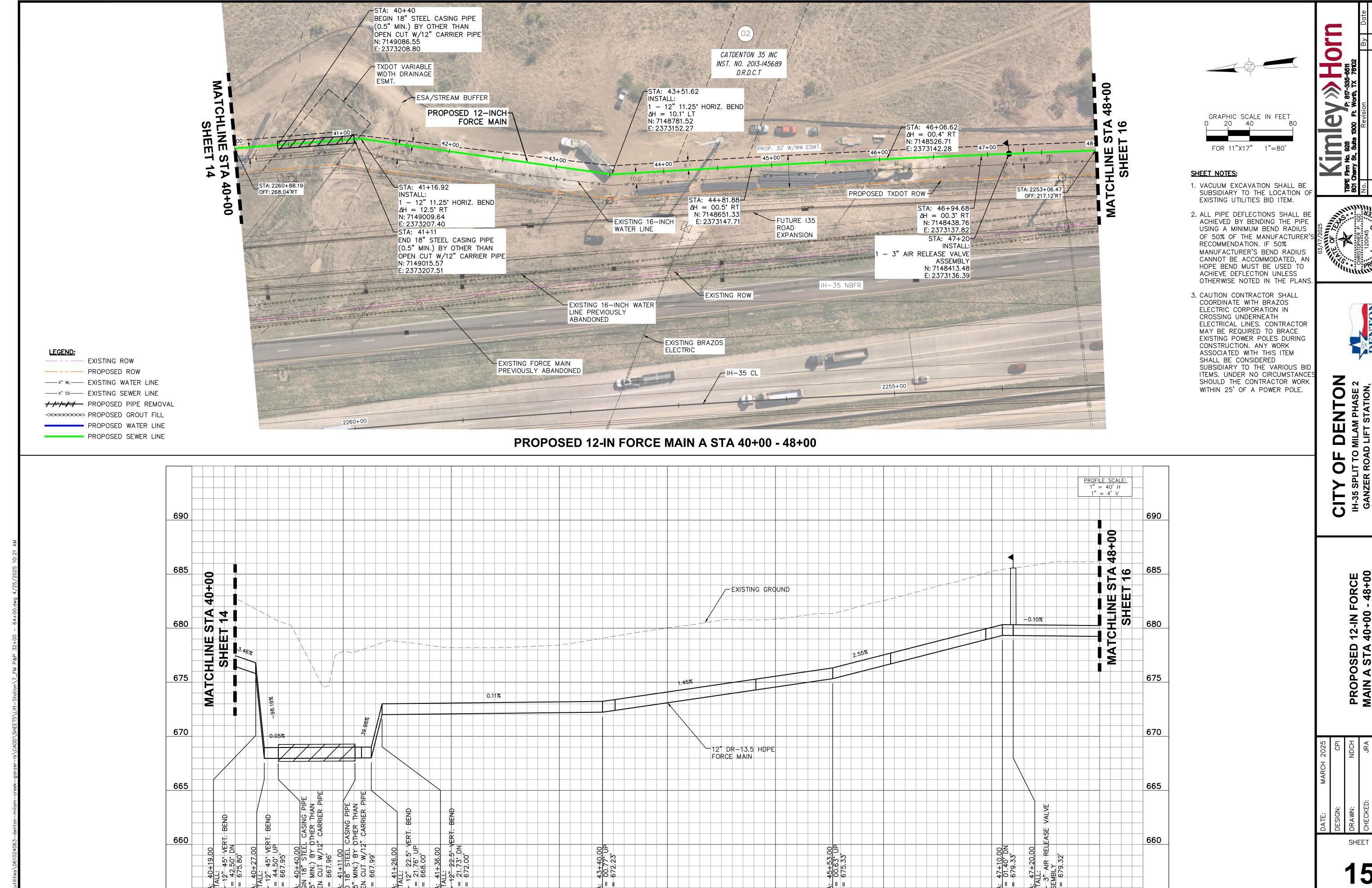
32+00

33+00

34+00

PROPOSED 12-IN FORCE MAIN A STA 32+00 - 40+00

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45+00

40+00

41+00

42+00

43+00



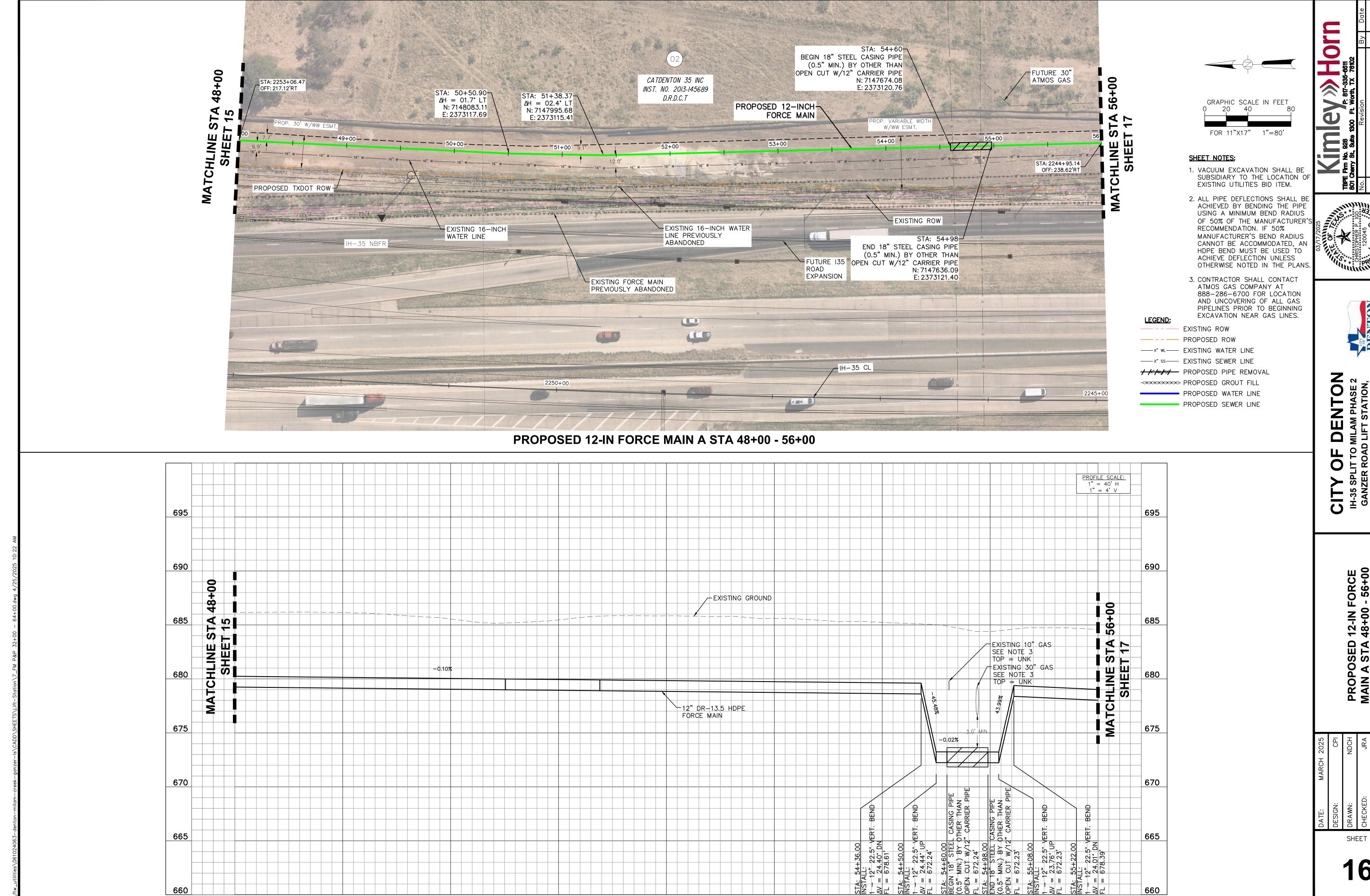
PROPOSED 12-IN FORCE MAIN A STA 40+00 - 48+00

15

47+00

48+00

46+00



53+00

54+00

55+00

48+00

49+00

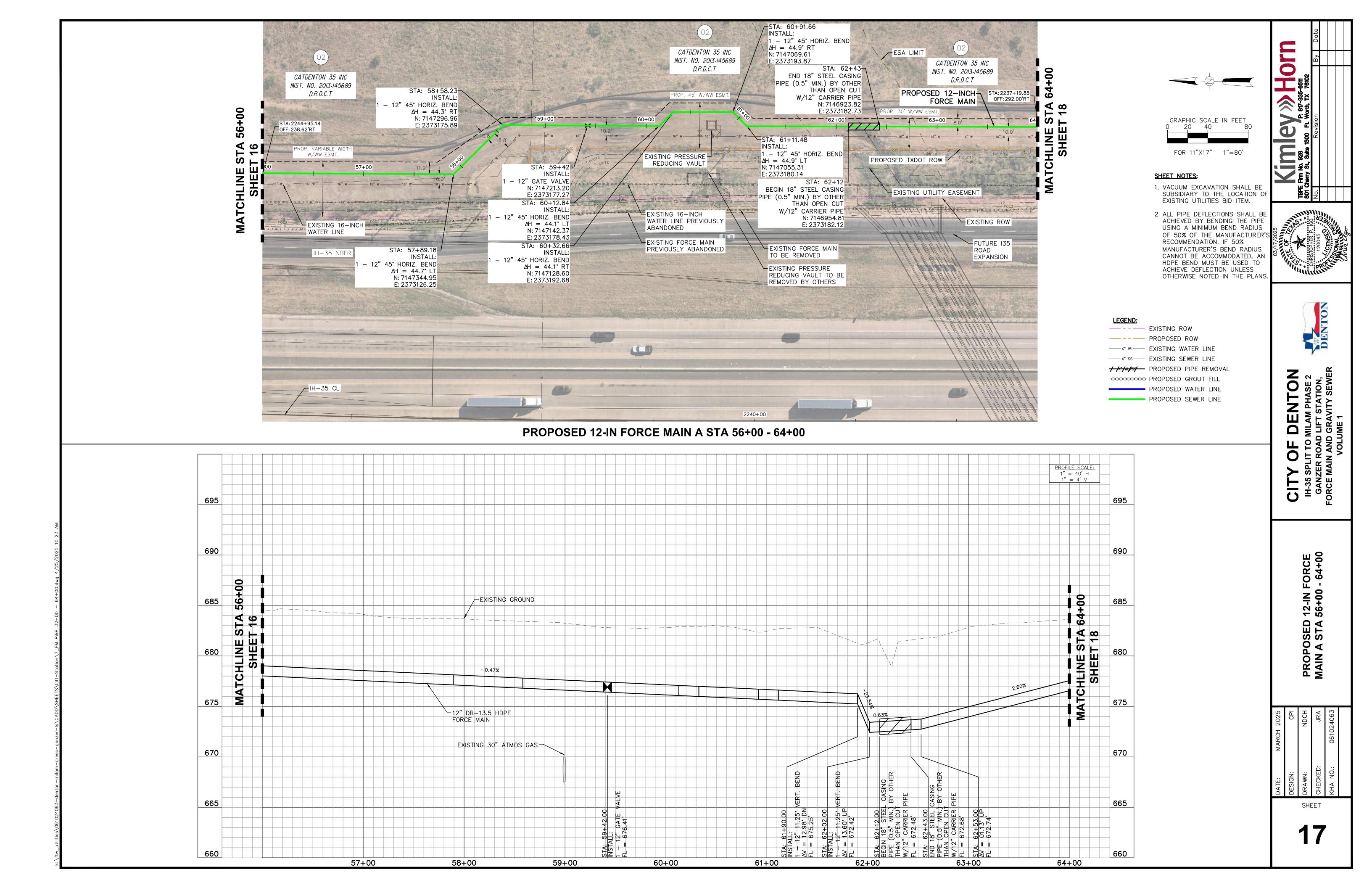
50+00

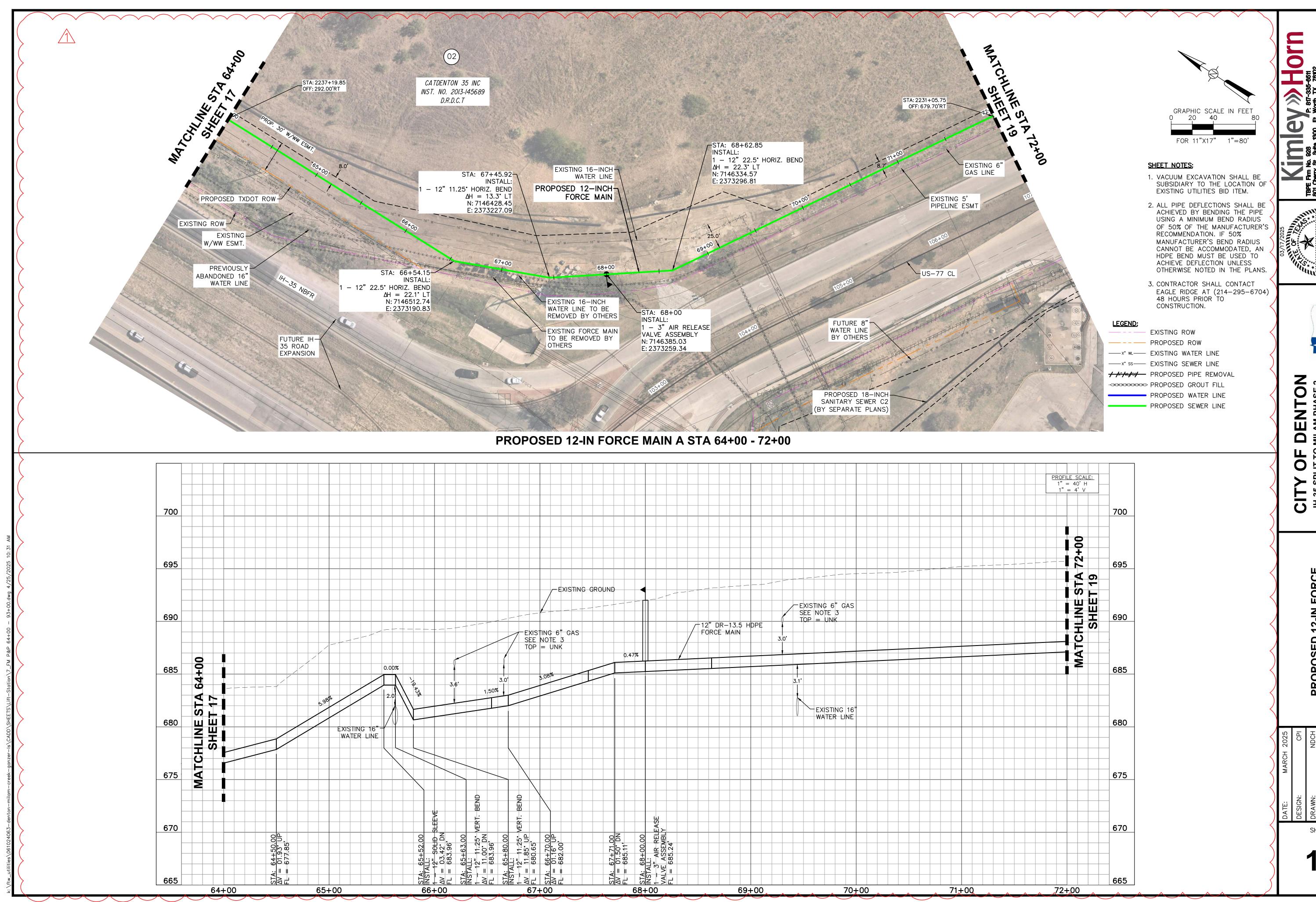
51+00

PROPOSED 12-IN FORCE MAIN A STA 48+00 - 56+00

16

56+00

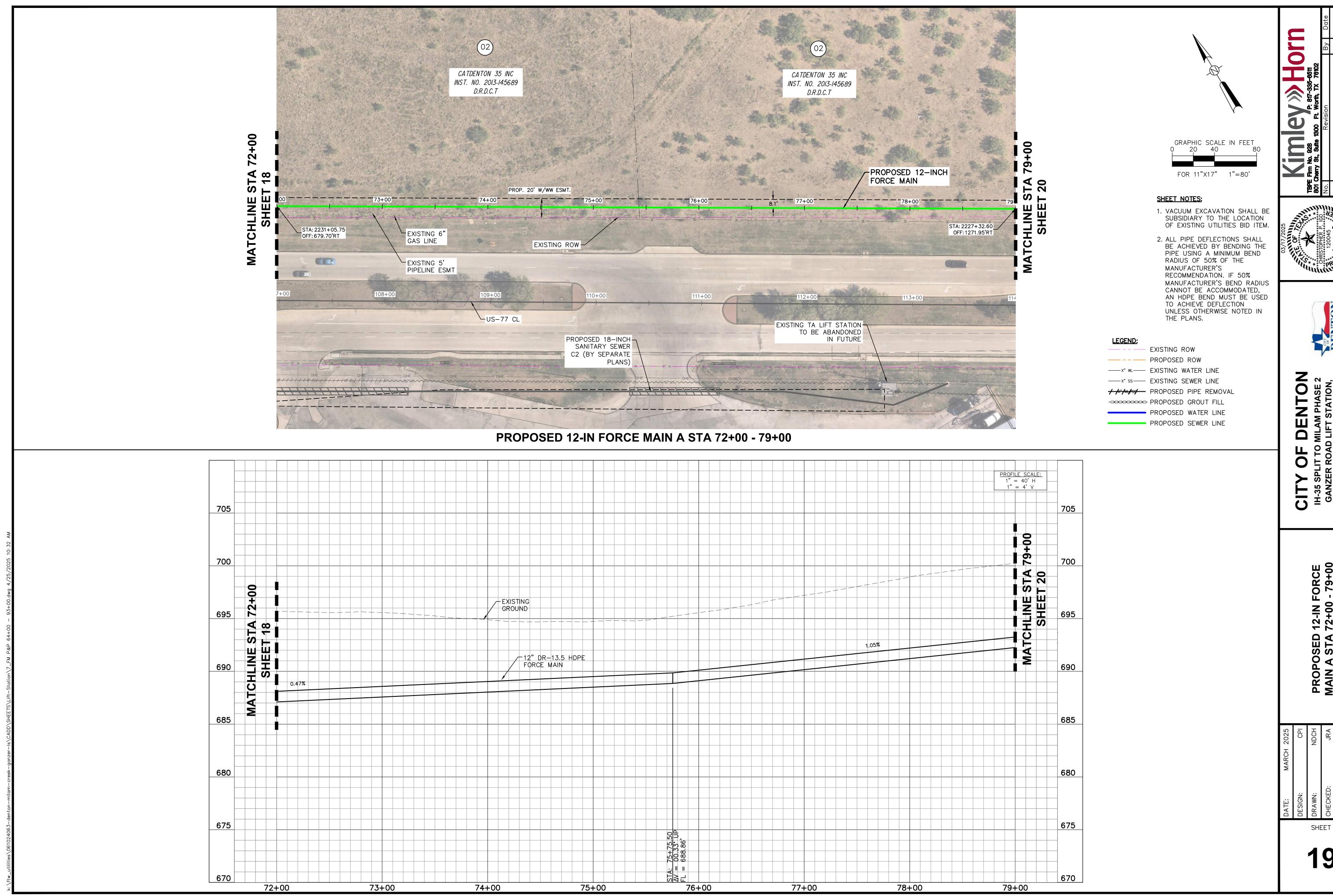


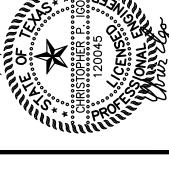


PROPOSED 12-IN FORCE MAIN A STA 64+00 - 72+00

SHEET

18



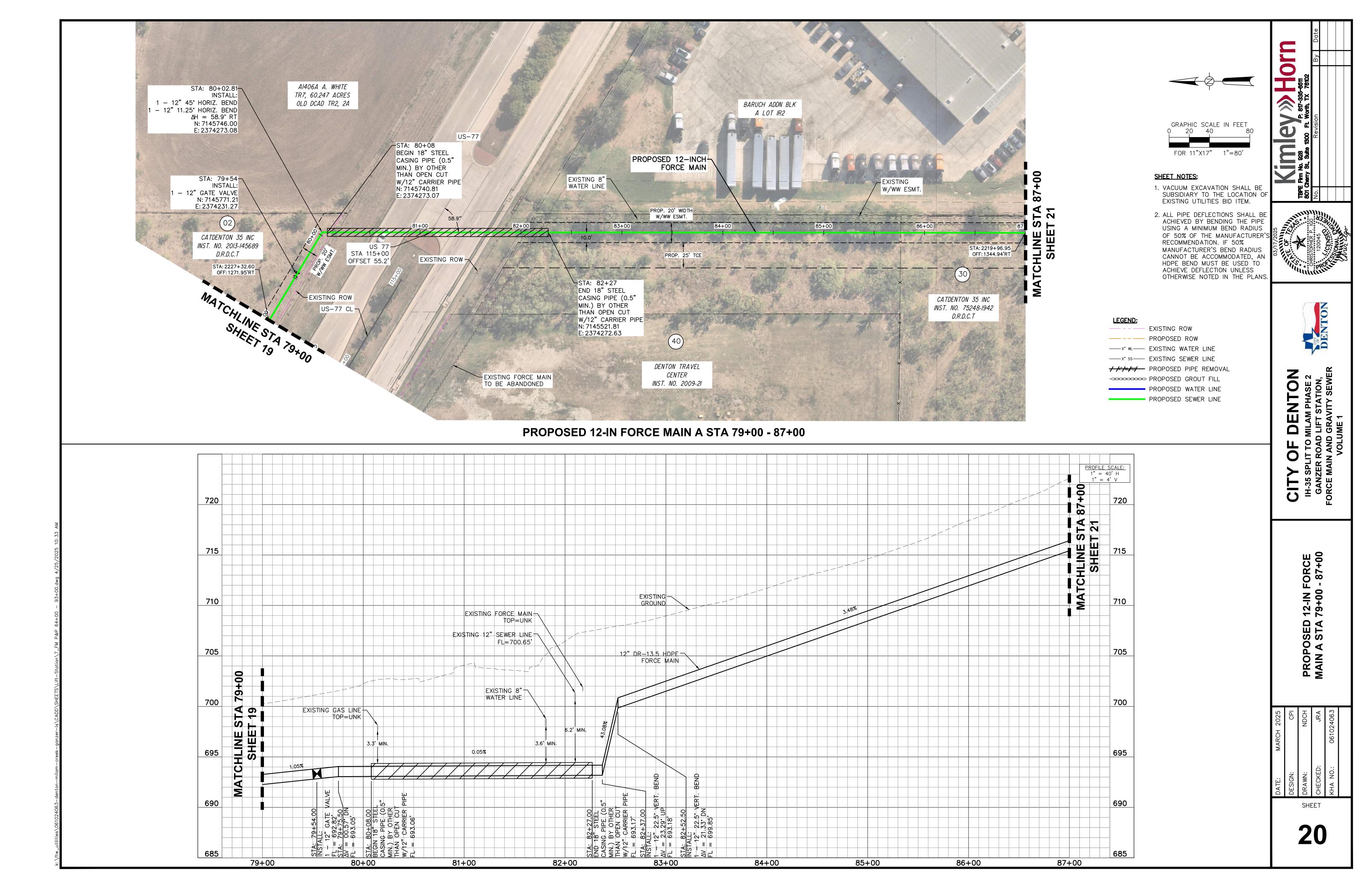


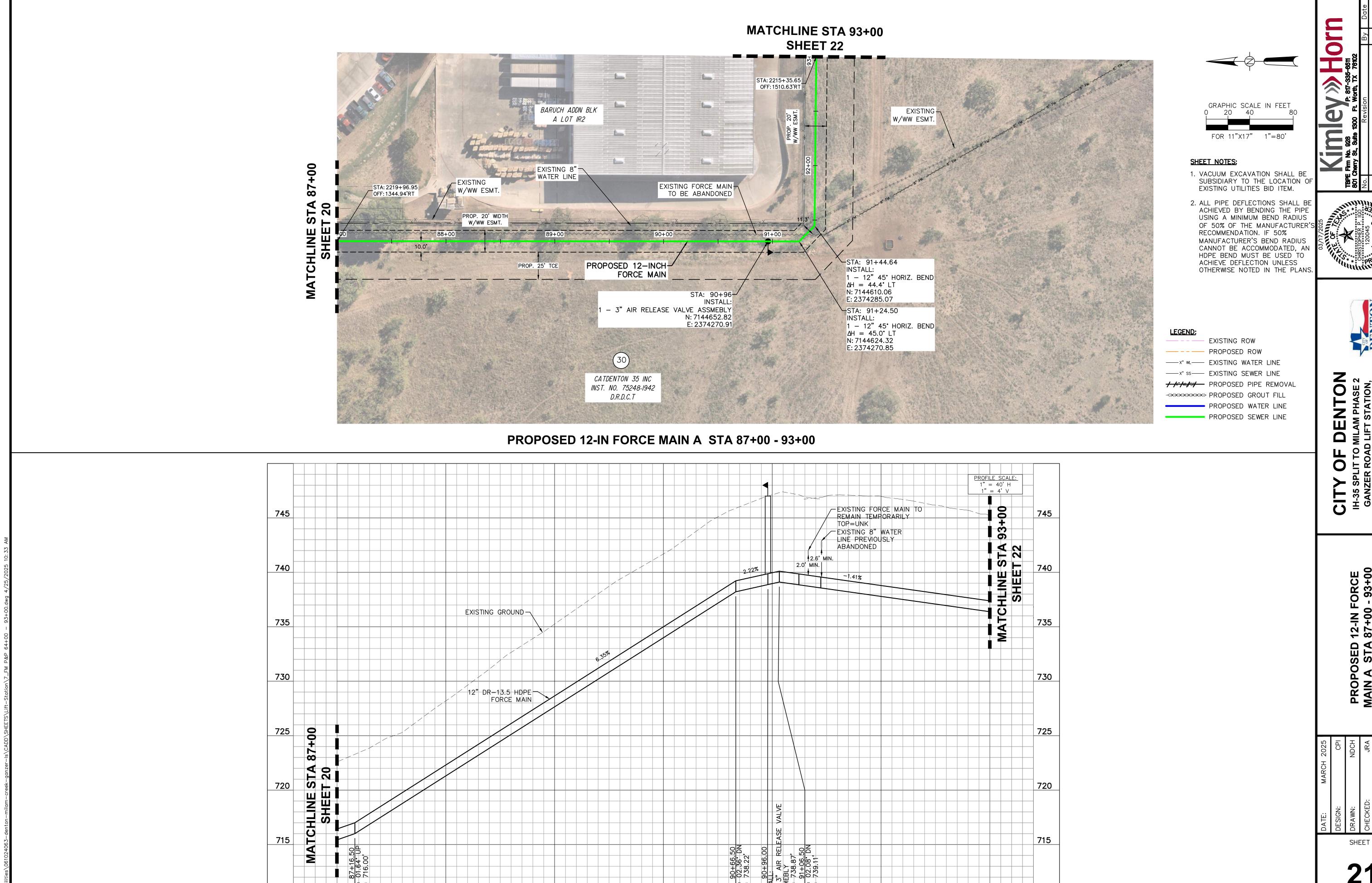


PROPOSED 12-IN FORCE MAIN A STA 72+00 - 79+00

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CHECKED:	JRA
KHA NO.:	061024063

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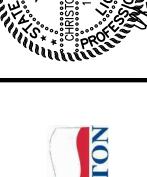
91+00

87+00

88+00

89+00







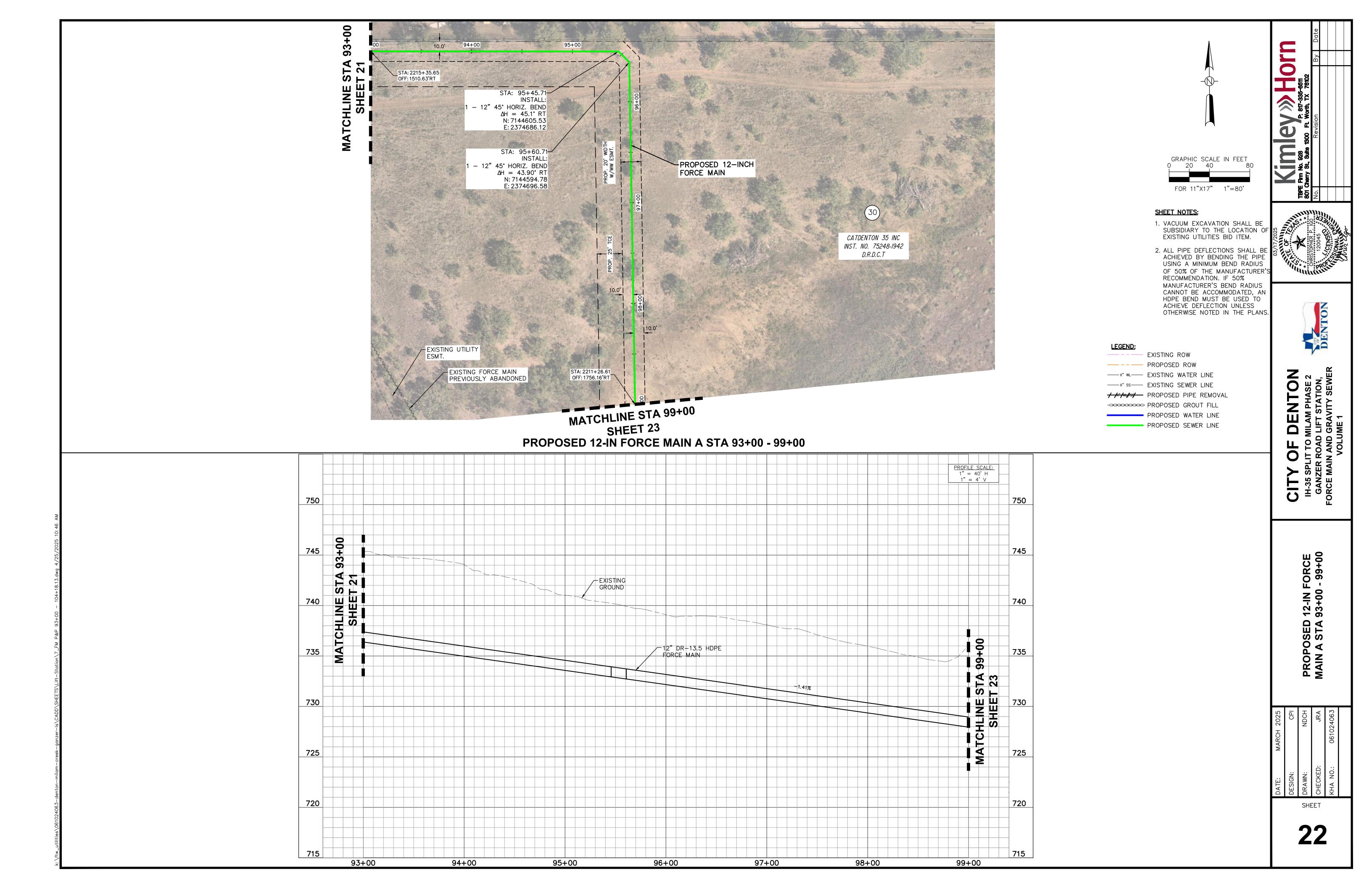
PROPOSED 12-IN FORCE MAIN A STA 87+00 - 93+00

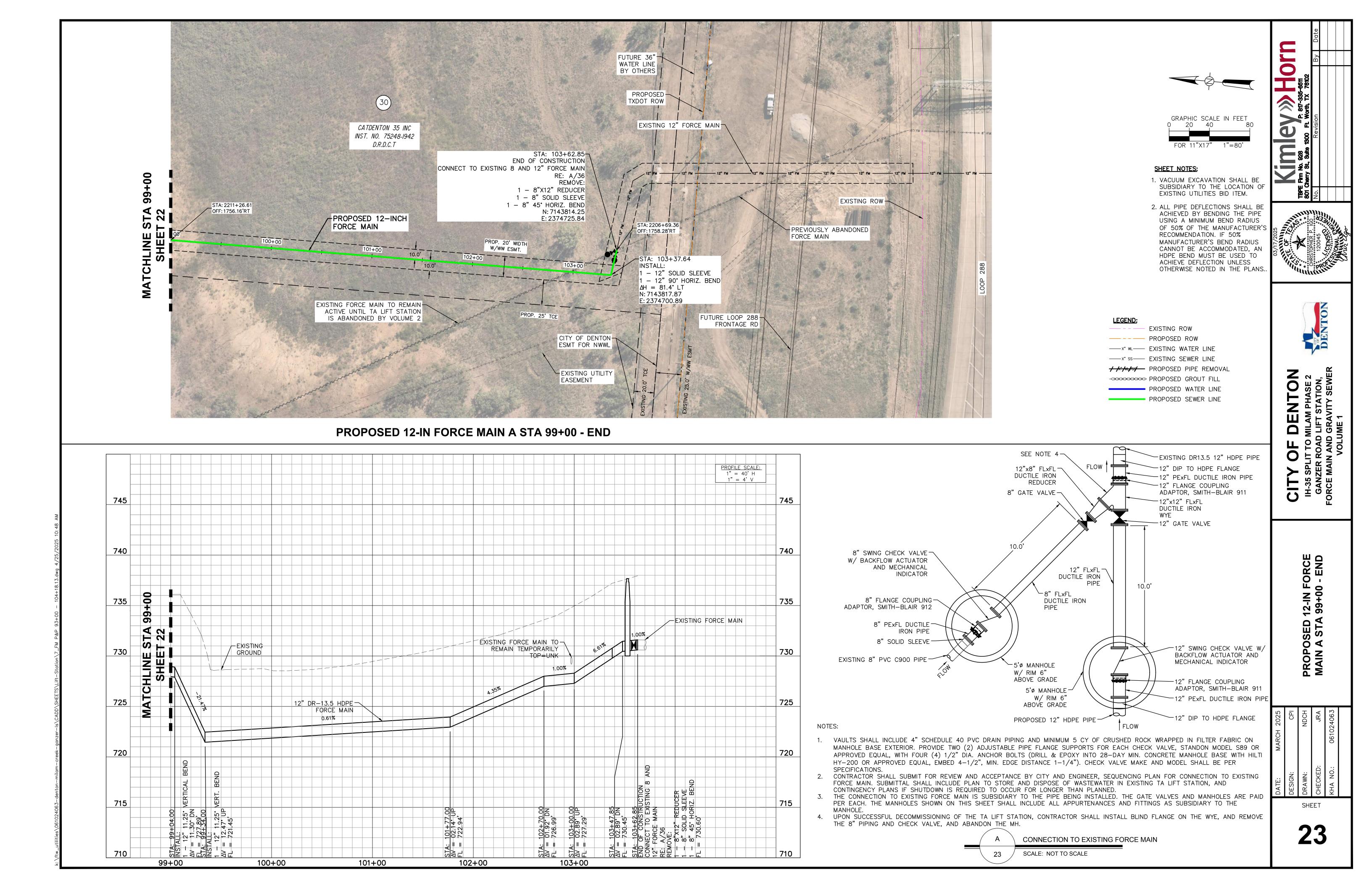
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JRA	CHECKED:
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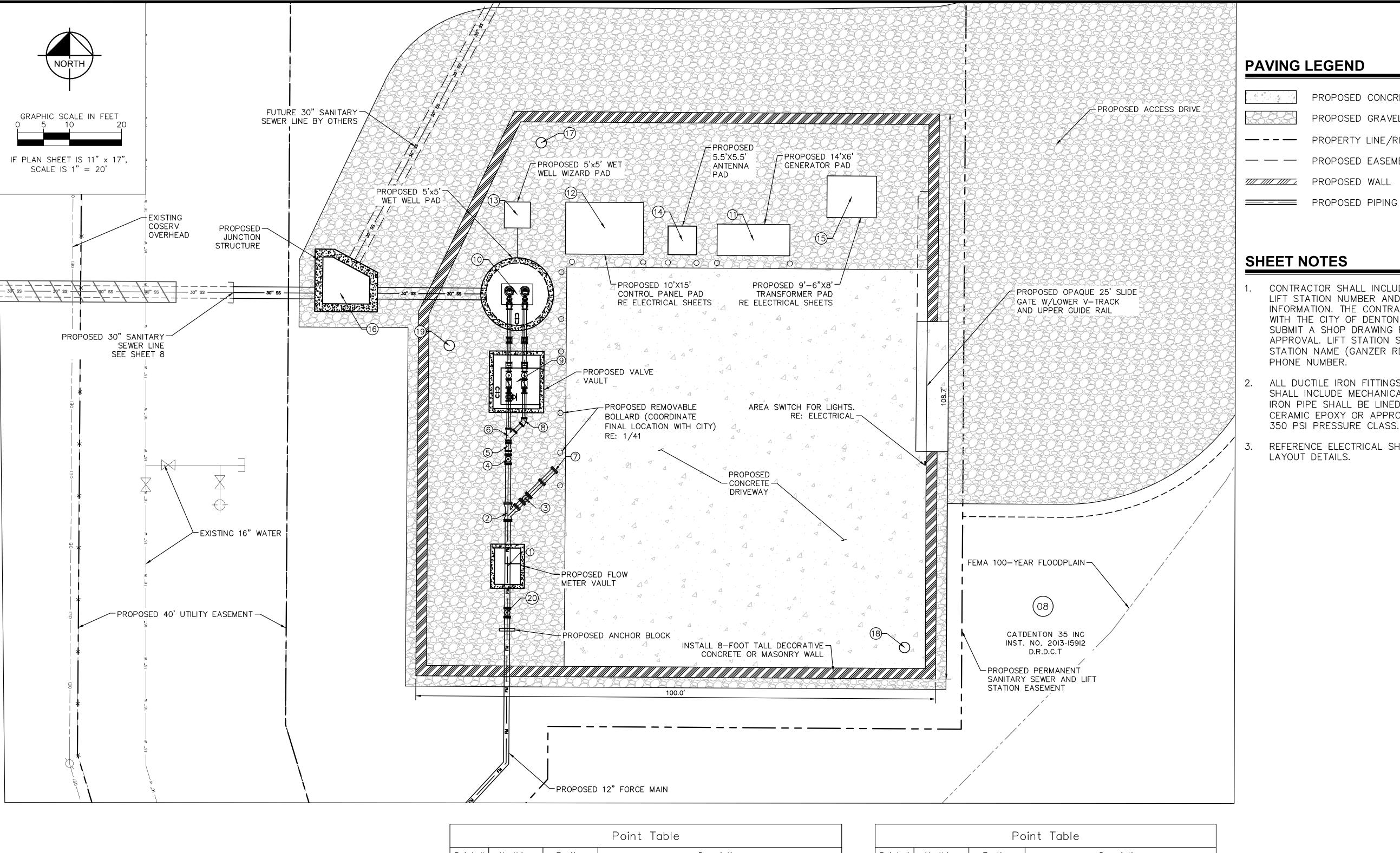
710

93+00

92+00







Point Table				
Point #	Northing	Easting	Description	
1	7153123.82	2373157.21	CENTER OF 5' X 7' PROPOSED FLOW METER VAULT	
2	7153134.12	2373157.28	CENTER OF 12"X12" MJ WYE	
3	7153136.87	2373160.66	CENTER OF 12" PLUG VALVE	
4	7153144.43	2373157.35	CENTER OF 12" PLUG VALVE	
5	7153147.04	2373157.37	CENTER OF 12"X8" REDUCER	
6	7153148.89	2373157.38	CENTER OF 8"X8" MJ WYE	
7	7153142.23	2373166.36	CENTER OF 12" BYPASS WITH QUICK CONNECT FITTINGS	
8	7153151.95	2373160.37	CENTER OF 8" 45° MJ BEND	
9	7153159.30	2373158.95	CENTER OF PROPOSED 9'X10' VALVE VAULT	
10	7153176.18	2373159.07	CENTER OF PROPOSED 12' PRECAST CONCRETE WET WELL	

Point Table			
Point #	Northing	Easting	Description
11	7153186.58	2373204.54	CENTER OF PROPOSED GENERATOR PAD
12	7153188.91	2373175.91	CENTER OF PROPOSED CONTROL PANEL PAD
13	7153191.42	2373159.10	CENTER OF PROPOSED ODOR CONTROL PAD
14	7153186.55	2373190.85	CENTER OF PROPOSED ANTENNA PAD
15	7153194.93	2373223.43	CENTER OF PROPOSED TRANSFORMER PAD
16	7153176.33	2373125.04	CENTER OF PROPOSED JUNCTION STRUCTURE
17	7153205.32	2373163.71	CENTER OF LIGHT POLE FOUNDATION
18	7153108.18	2373233.65	CENTER OF LIGHT POLE FOUNDATION
19	7153166.29	2373146.00	CENTER OF LIGHT POLE FOUNDATION
20	7153114.94	2373157.15	CENTER OF PLUG VALVE

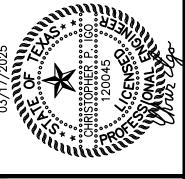
PAVING LEGEND

PROPOSED CONCRETE PAVING, RE: NOTE 1 PROPOSED GRAVEL DRIVEWAY PROPERTY LINE/RIGHT-OF-WAY PROPOSED EASEMENT TIII PROPOSED WALL

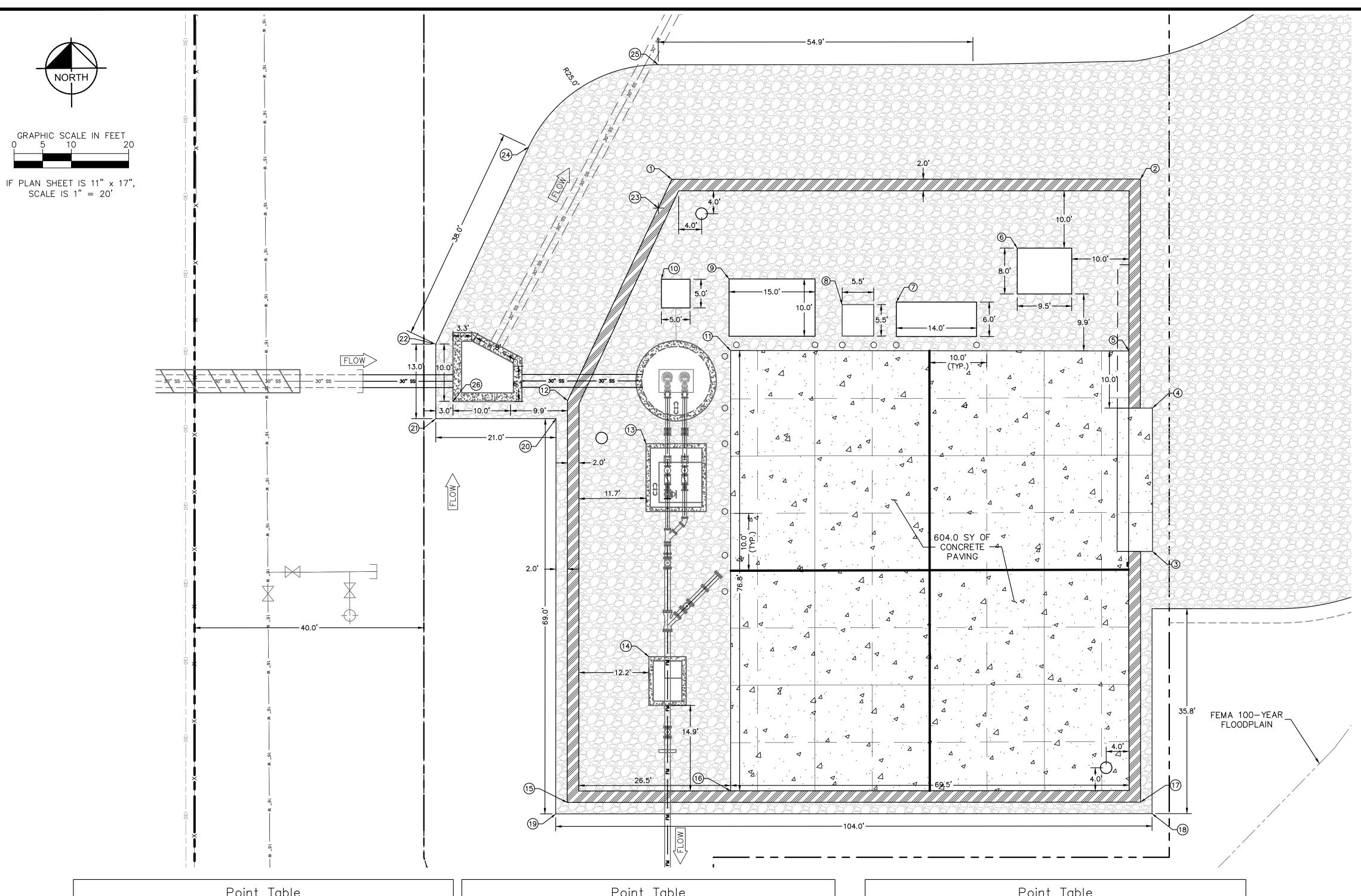
SHEET NOTES

- CONTRACTOR SHALL INCLUDE IDENTIFICATION SIGN WITH LIFT STATION NUMBER AND EMERGENCY CONTACT INFORMATION. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF DENTON FOR INFORMATION AND SUBMIT A SHOP DRAWING FOR THE SIGN DETAILS FOR APPROVAL. LIFT STATION SIGN TO INCLUDE LIFT STATION NAME (GANZER RD.), ADDRESS, AND CONTACT PHONE NUMBER.
- 2. ALL DUCTILE IRON FITTINGS FOR THE FORCE MAIN SHALL INCLUDE MECHANICAL RESTRAINT. ALL DUCTILE IRON PIPE SHALL BE LINED W/40 MIL PROTECTO 401 CERAMIC EPOXY OR APPROVED EQUAL AND BE MINIMUM 350 PSI PRESSURE CLASS.
- REFERENCE ELECTRICAL SHEETS FOR ADDITIONAL LAYOUT DETAILS.









PAVING LEGEND

PROPOSED CONCRETE PAVING, RE: NOTE 1 PROPOSED FLEXBASE GRAVEL PAVING PROPERTY LINE/RIGHT-OF-WAY PROPOSED EASEMENT PROPOSED WALL PROPOSED PIPING SAWED DUMMY JOINT RE: 02/42 EXPANSION JOINT RE: 04/42

SHEET NOTES

1. SITE CONCRETE PAVING SHALL BE CONSTRUCTED PER THE DETAILS ON SHEET 42 AND INCLUDE
WATER-TIGHT EXPANSION JOINTS AT ALL SLAB COLD JOINTS OR PENETRATIONS.

CONSTRUCTION JOINT RE: 01/42

FLEXIBLE BASE SHALL BE TYPE A, GRADE 1 IN ACCORDANCE WITH TXDOT ITEM 427, TYPE A, GRADE 1 OR 2.

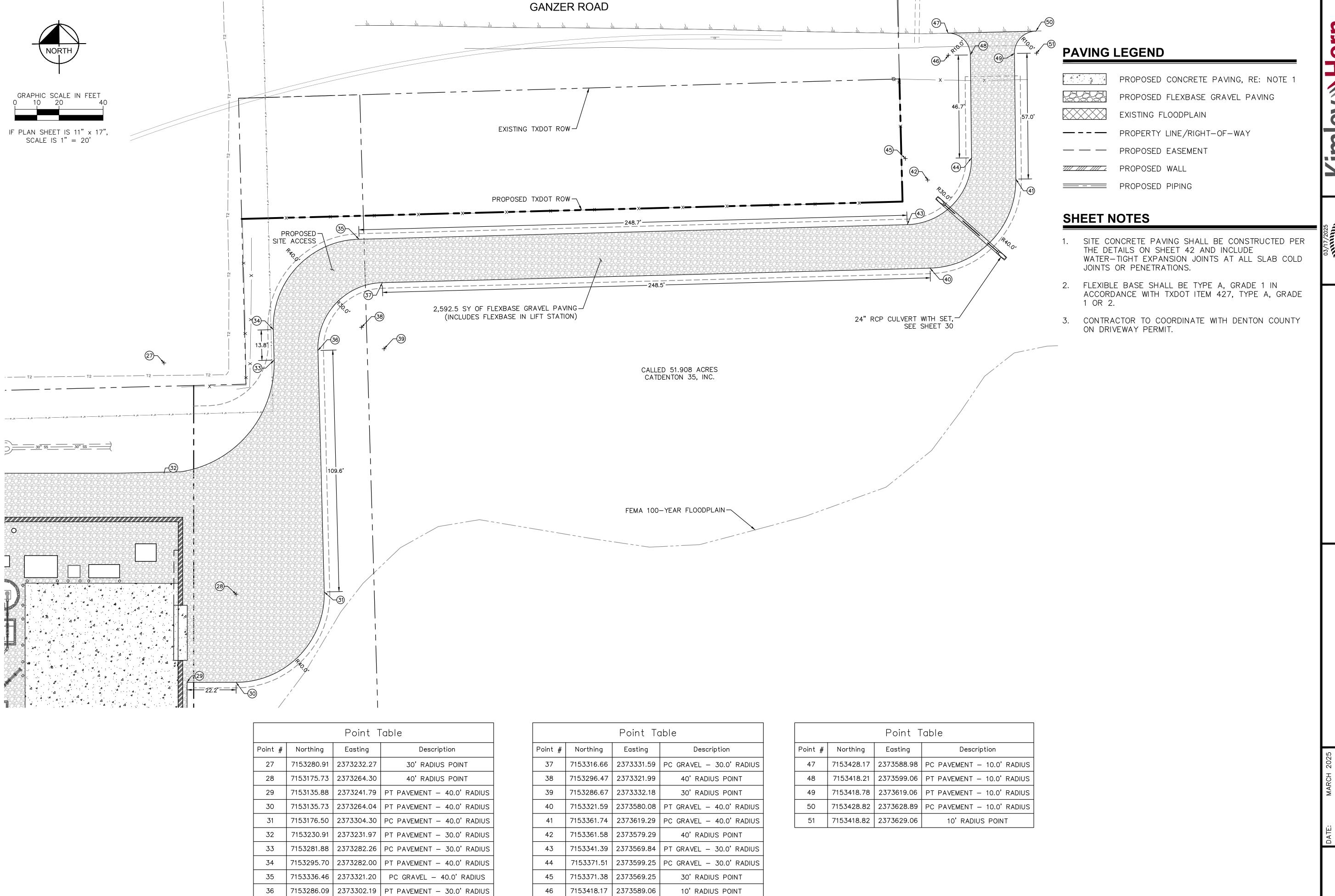
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DRAWN:	KHA NO.:
Z	. 061024063

		1 1	1		
Point Table					
Point #	Northing	Easting	Description	F	oint
1	7153211.36	2373158.55	NORTHWEST CORNER OF WALL		11
2	7153210.86	2373240.30	NORTHEAST CORNER OF WALL		12
3	7153145.88	2373241.96	BEGIN SOUTH SIDE OF CONCRETE DRIVE		13
4	7153170.88	2373242.09	BEGIN NORTH SIDE OF CONCRETE DRIVE		14
5	7153180.88	2373238.07	NORTHEAST CORNER OF CONCRETE DRIVE		15
6	7153198.96	2373218.71	NORTHWEST CORNER OF TRANSFORMER PAD		16
7	7153189.67	2373197.56	NORTHWEST CORNER OF GENERATOR PAD		17
8	7153189.31	2373188.11	NORTHWEST CORNER OF ANTENNA PAD		18
9	7153193.91	2373168.41	NORTHWEST CORNER OF CONTROL PANEL PAD		19
10	7153193.94	2373156.61	NORTHWEST CORNER OF WET WELL WIZARD		20

	Point To		Po	oint Table
	Point #	Northing	Easting	Description
	11	7153181.41	2373168.60	NORTHWEST CORNER OF CONCRETE DRIVE
	12	7153172.85	2373140.10	NORTHWEST CORNER OF WALL
	13	7153165.26	2373153.74	NORTHWEST CORNER OF VALVE VAULT
	14	7153128.09	2373153.99	NORTHWEST CORNER OF FLOW METER VAULT
	15	7153102.75	2373139.57	SOUTHWEST CORNER OF WALL
D	16	7153104.57	2373168.08	SOUTHWEST CORNER OF CONCRETE DRIVE
	17	7153102.14	2373239.56	SOUTHEAST CORNER OF WALL
	18	7153100.12	2373241.55	CORNER OF FLEXBASE PAVEMENT
٩D	19	7153100.77	2373137.55	CORNER OF FLEXBASE PAVEMENT
	20	7153169.74	2373138.07	CORNER OF FLEXBASE PAVEMENT

Point Table			
Point #	Northing	Easting	Description
21	7153169.88	2373117.10	CORNER OF FLEXBASE PAVEMENT
22	7153182.89	2373117.19	CORNER OF FLEXBASE PAVEMENT
23	7153206.37	2373156.16	25' RADIUS POINT
24	7153217.17	2373133.62	CORNER OF FLEXBASE PAVEMENT
25	7153231.37	2373156.31	CORNER OF FLEXBASE PAVEMENT
26	7153172.86	2373120.12	SOUTHEAST CORNER OF JUNCTION STRUCTURE





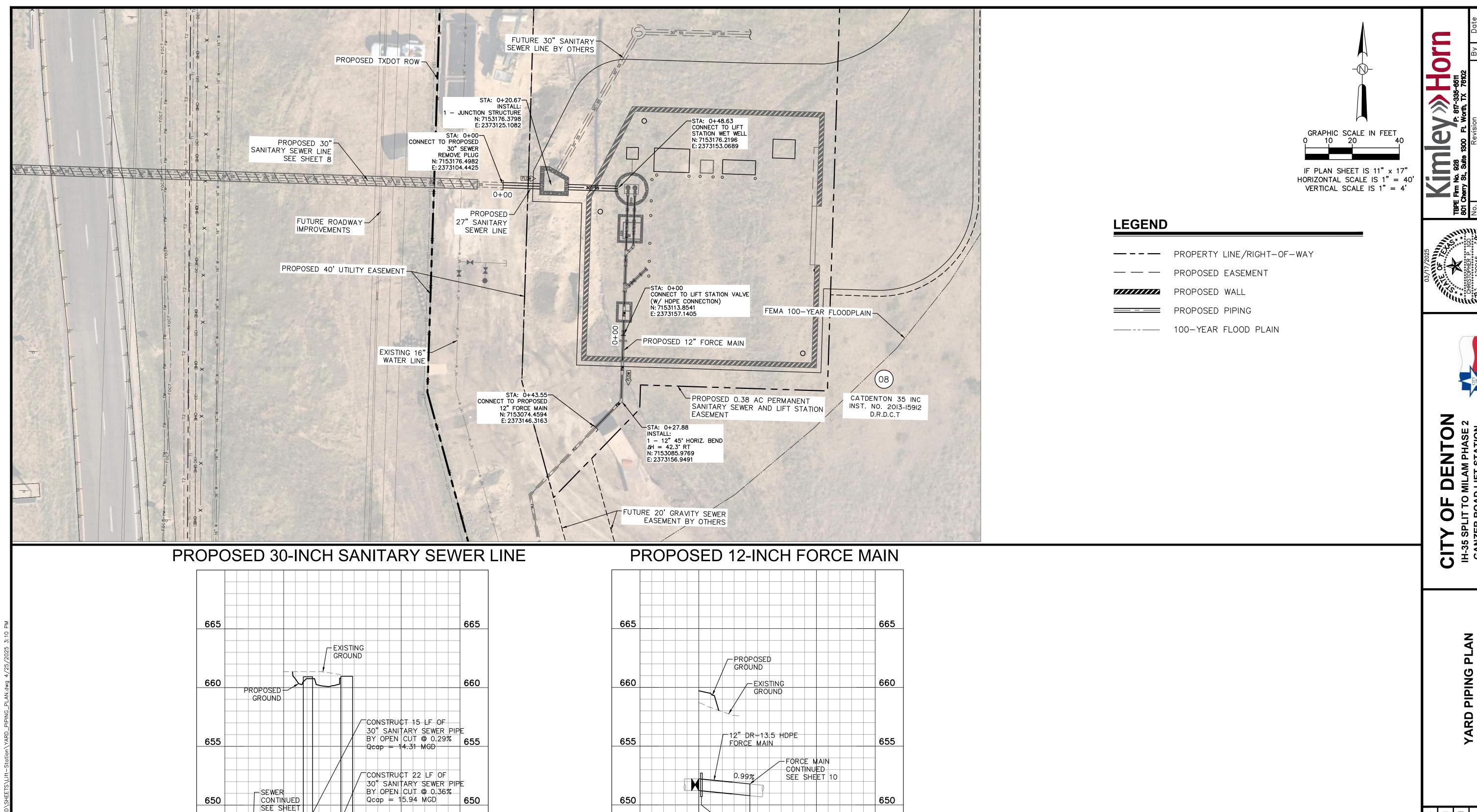


CITY OF DENTC IH-35 SPLIT TO MILAM PHASI GANZER ROAD LIFT STATIO FORCE MAIN AND GRAVITY SE

PAVING AND DIMENSIONS PLAN - SHEET 2 OF 2

DESIGN:	CFI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET



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0+00

DESIGN: CPI

CHECKED: JRA

KHA NO.: 061024063

GRADING NOTES

- 1. IN ALL AREAS WHERE PAVEMENT OR STRUCTURES WILL BE CONSTRUCTED ON FILL, THE FILL MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- 2. THE CONTRACTOR SHALL HAUL AWAY AND DISPOSE OF SURPLUS EXCAVATED MATERIALS AT NO ADDITIONAL COST. ANY REQUIRED PERMITS, OR OTHER ASSOCIATED DISPOSAL REQUIREMENTS, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- 3. THE CONTOURS SHOWN ARE APPROXIMATE AND BASED ON GROUND CONDITIONS SURVEYED PRIOR TO DESIGN. IF THE GRADES AND ELEVATIONS ARE DIFFERENT THAN THAT OF THE GRADES AND ELEVATIONS SHOWN IN THE PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
- 4. CONTRACTOR SHALL COORDINATE THE LOCATIONS OF THE BOLLARDS AND WALL FOOTINGS SUCH THAT THEY ARE NOT IN CONFLICT WITH PAVEMENT OR DRAINAGE STRUCTURES.
- 5. UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES CONTRACTOR SHALL HYDROMULCH ALL DISTURBED AREAS OUTSIDE THE FENCE IN ACCORDANCE WITH NCTCOG ITEM 202.6.

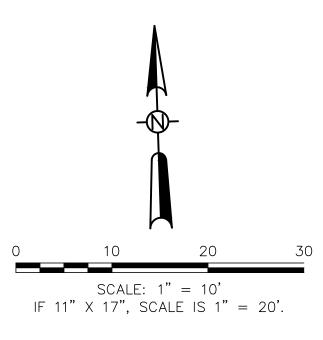
KEYNOTES

1 WALL CUT OUTS AT BASE OF MASONRY WALL FOR DRAINAGE BY MANUFACTURER.

LEGEND

PROPERTY/RIGHT-OF-WAY LINE
PROPOSED SANITARY FORCEMAIN PIPING
PROPOSED GRAVITY SEWER PIPING
PROPOSED GRAVEL DRIVE
PROPOSED CONCRETE DRIVE
PROPOSED CONTOURS
EXISTING CONTOURS

(XXX.XX)
PROPOSED GROUND ELEVATION





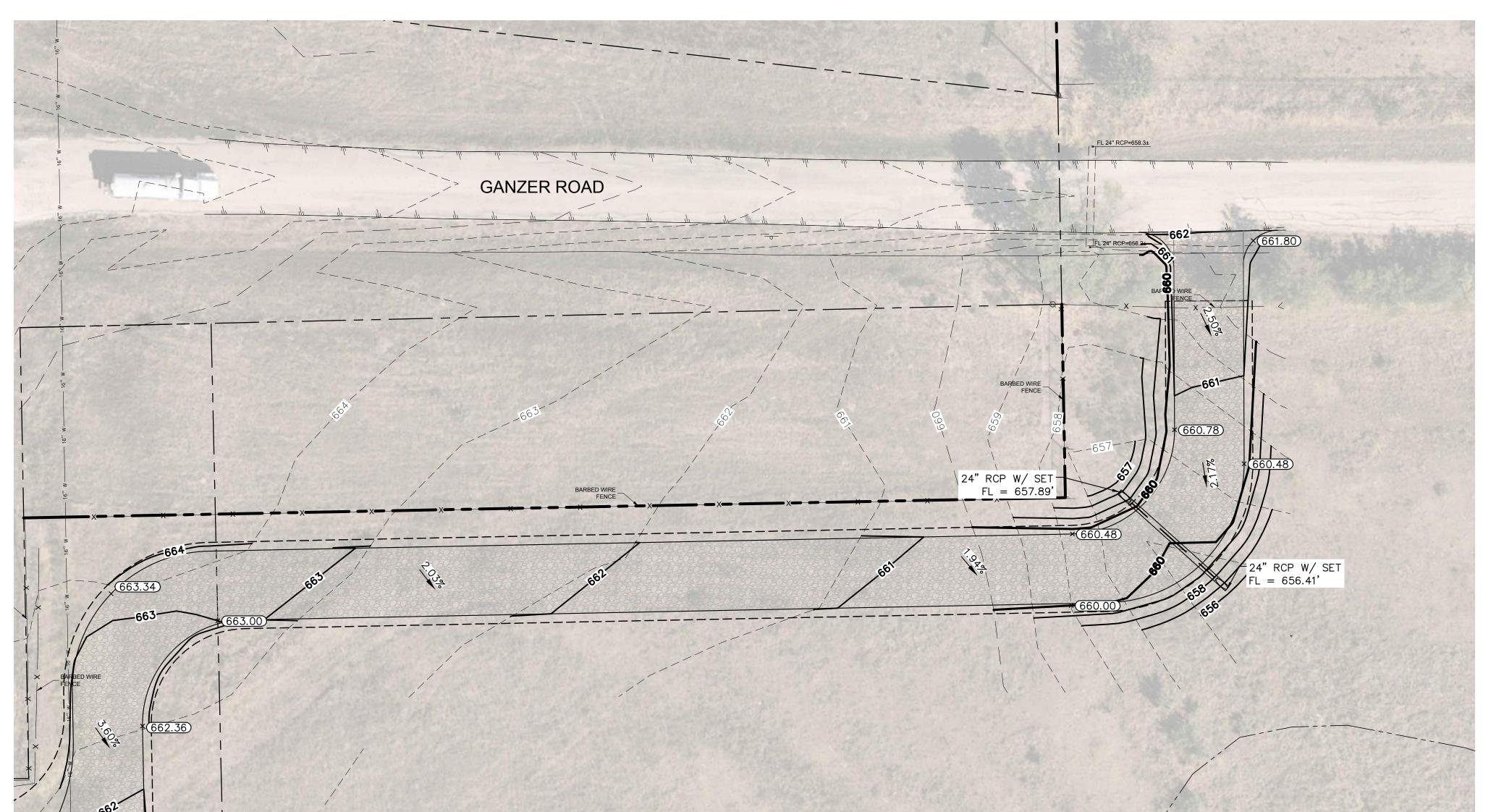


FO MILAM PHASE 2
AD LIFT STATION,
AND GRAVITY SEWER

2 GANZER ROAL FORCE MAIN AND

ADING PLAN - SHEET 1 O

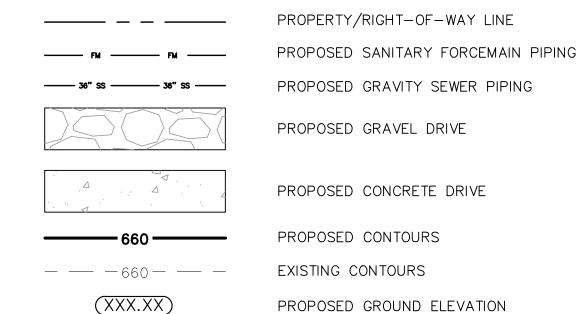
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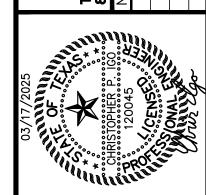


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LEGEND

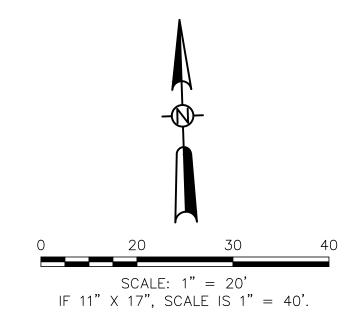


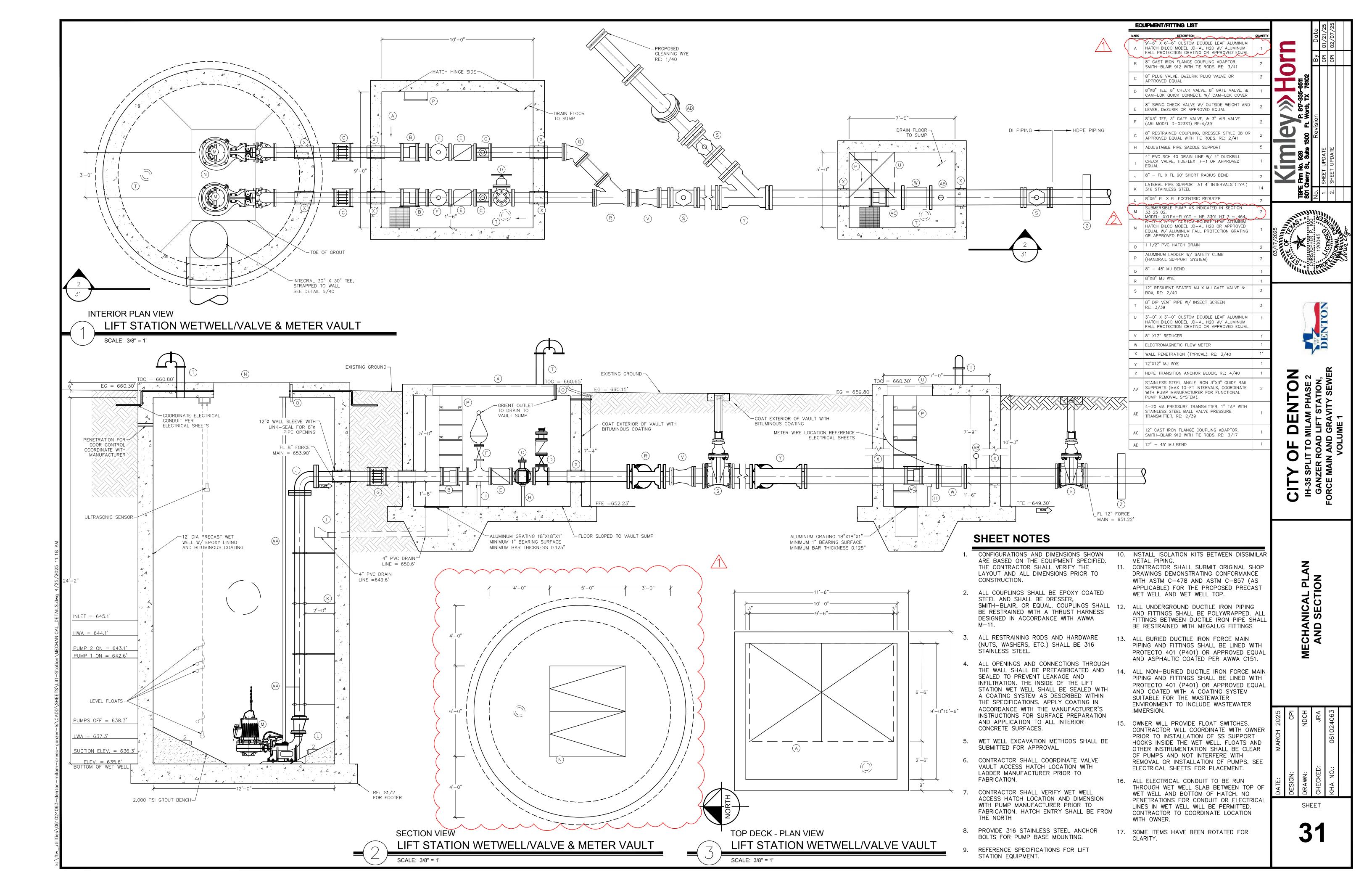


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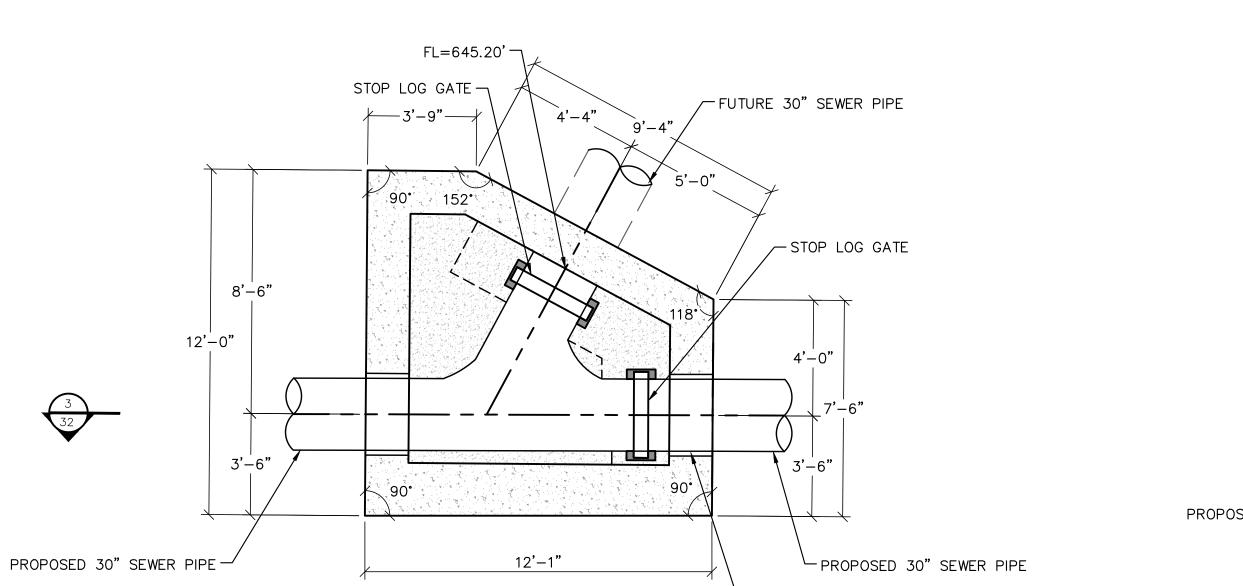
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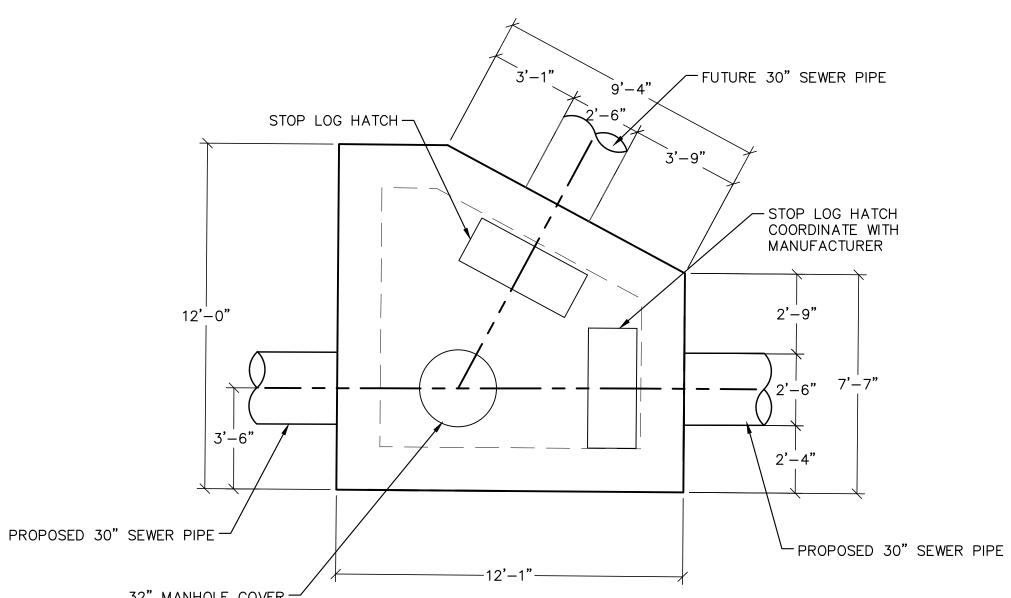






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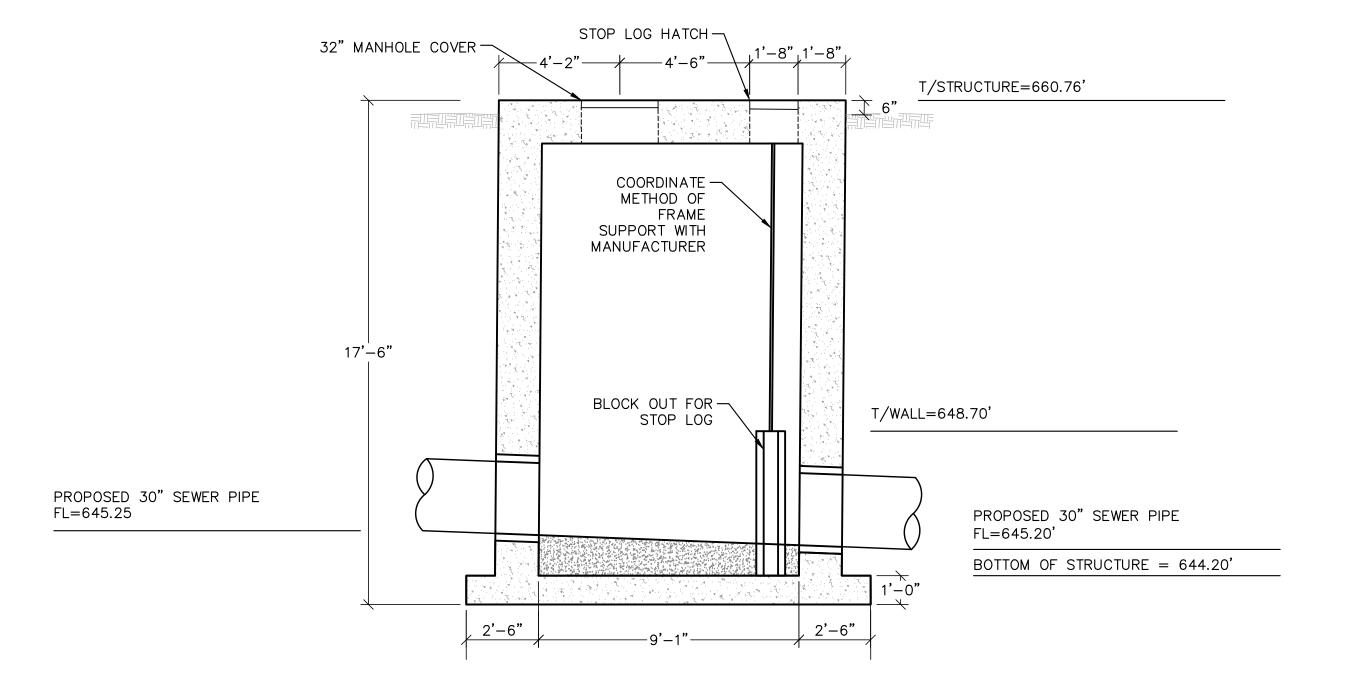


SHEET NOTES

- 1. ALL INTERIOR SURFACES OF JUNCTION STRUCTURE INCLUDING TOP SHALL BE EPOXY LINED.
- 2. CONSTRUCT CAST-IN-PLACE JUNCTION STRUCTURE IN ACCORDANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS.
- 3. IF GROUNDWATER IS ENOUNTERED DURING EXCAVATION FOR ANY STRUCTURES, CONSULT THE GEOTECHNICAL REPORT FOR DEWATERING AND SEEPAGE PREVENTION GUIDANCE.
- 4. ALL BELOW GRADE WALLS SHALL BE WATER PROOFED AND WATER SEALS SHOULD BE INSTALLED AT ALL CONSTRUCTION JOINTS.
- 5. CONTRACTOR TO VERIFY ELEVATIONS FOR EXISTING UPSTREAM AND DOWNSTREAM SANITARY SEWER LINE CONNECTIONS PRIOR TO POURING BASE SLAB, AS PROPOSED FLOW LINES MAY NEED MODIFICATIONS TO ACCOMMODATE EXISTING FIELD CONDITIONS.
- 6. STOP LOGS AND FRAMES SHALL BE FONTAINE SERIES 95 STAINLESS STEEL ASTM A-240 TYPE 304L OR 316L IN ACCORDANCE WITH SPEC SECTION 33 39 70. CHANNEL WIDTH SHALL BE 36" TALL. SHOP DRAWINGS SHALL BE SUBMITTED TO THE CITY FOR REVIEW PRIOR TO FABRICATION OF THE STOP LOGS AND FRAMES IN ACCORDANCE WITH SPEC SECTION 33 39 70.
- 7. STOP LOGS SHOULD BE STORED ON LIFT STATION SITE FOR CITY USE.

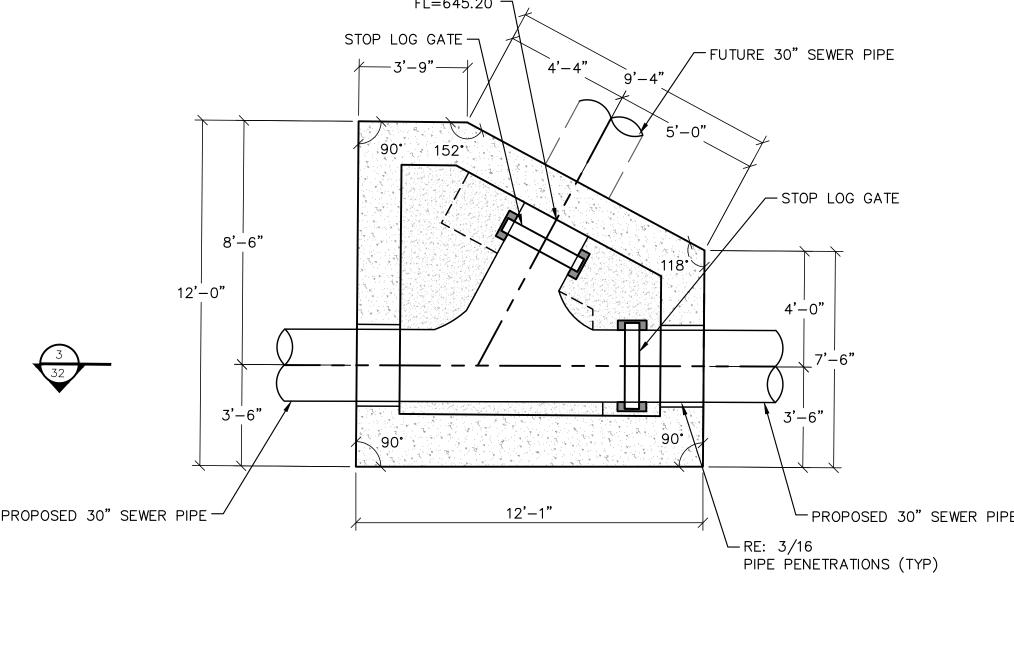


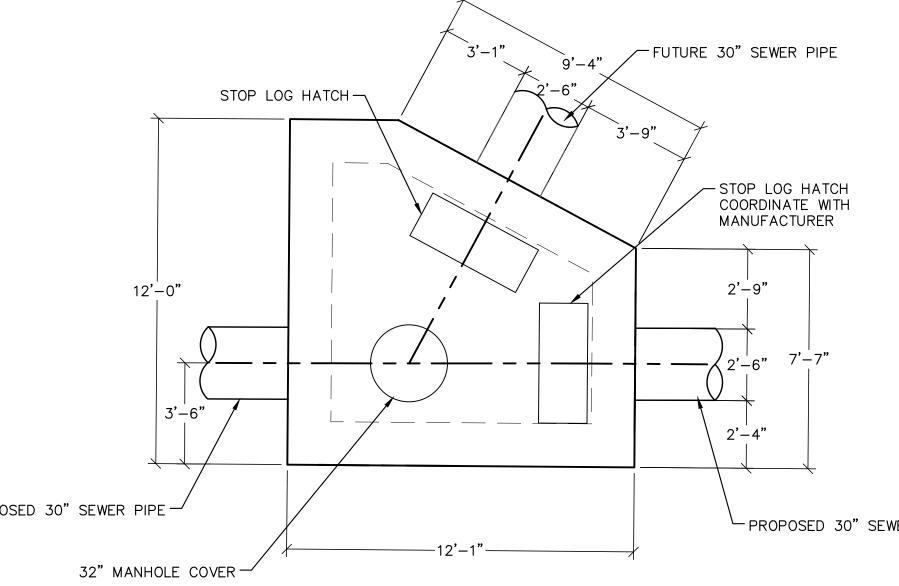


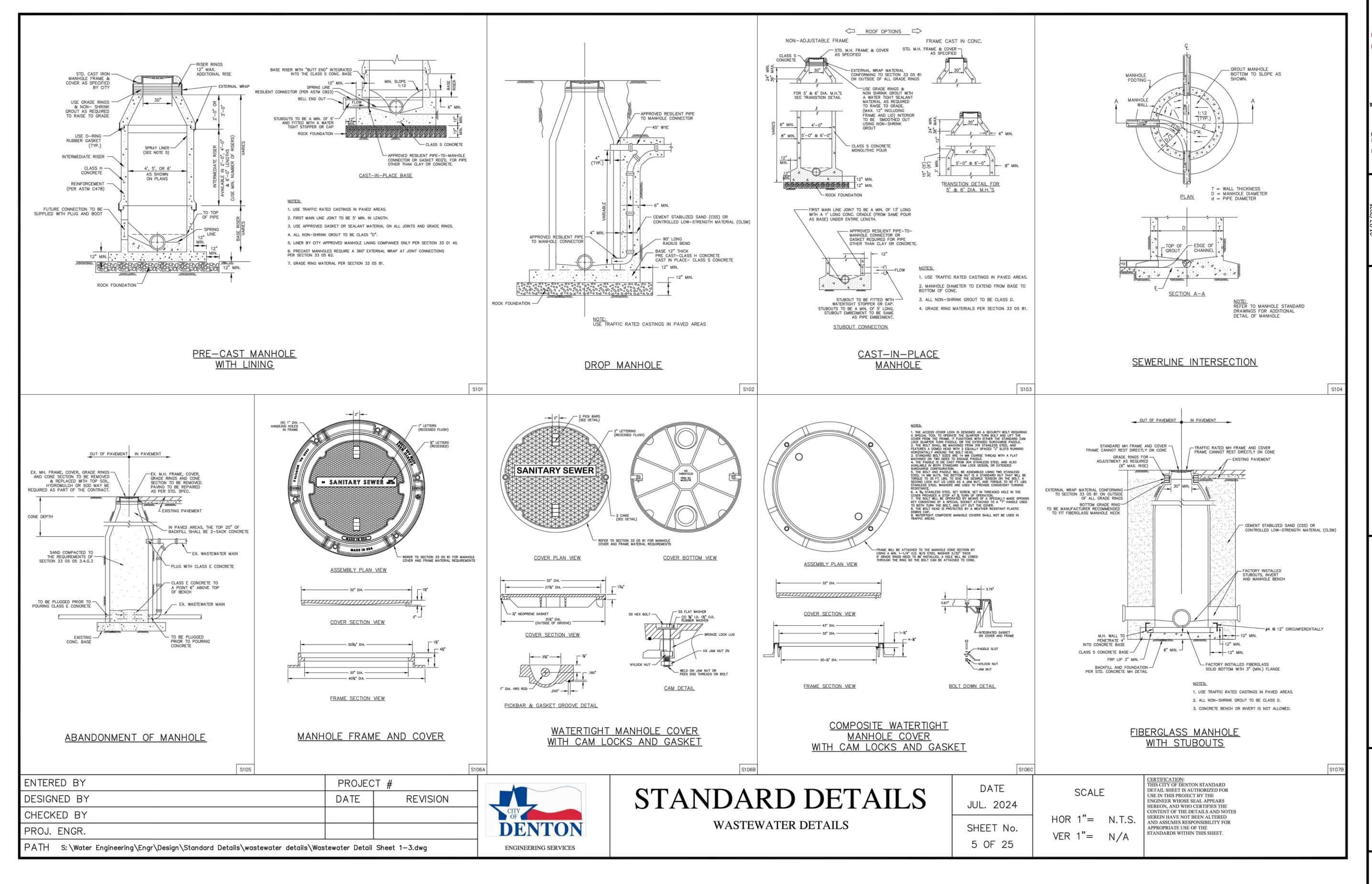




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-35 SPLIT TO MILAM PHASE 2

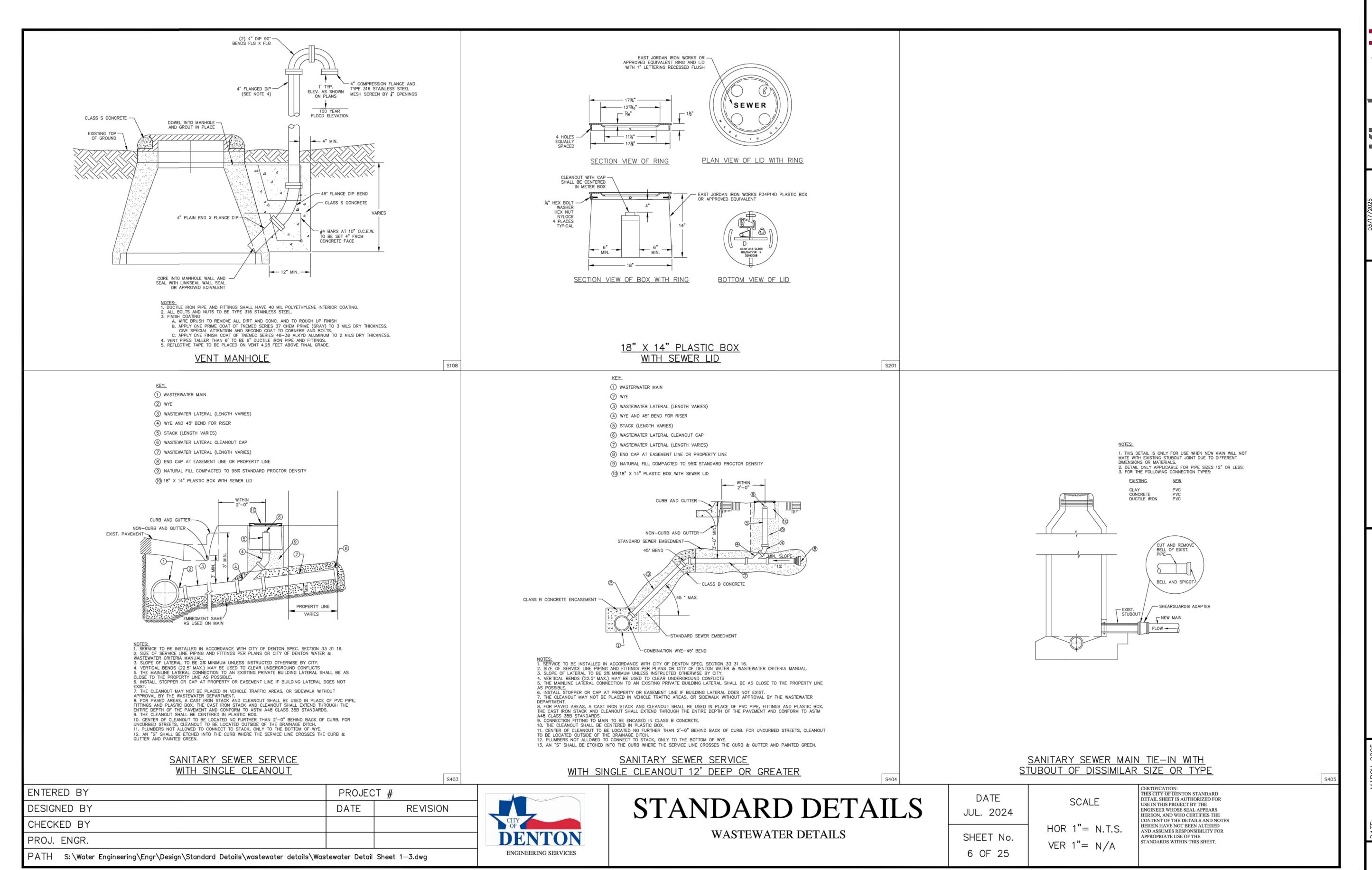
ANZER ROAD LIFT STATION,

GF MAIN AND GRAVITY SEWER

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1-35 SPLIT TO MILAM PHASE 2

SANZER ROAD LIFT STATION,

CF MAIN AND GRAVITY SEWER

DARD SEWER DETAILS I

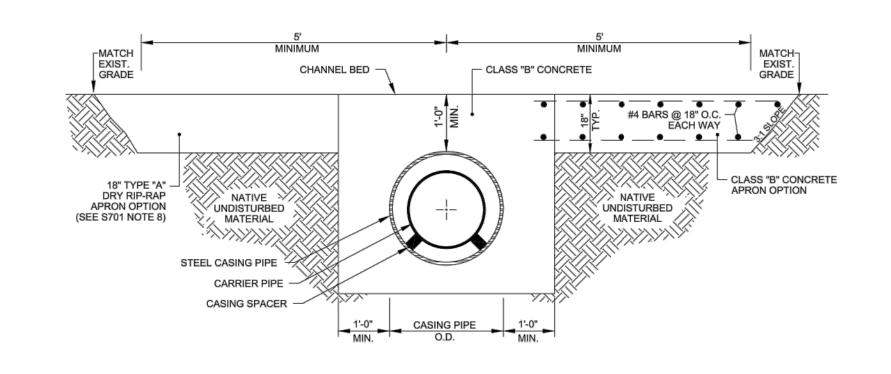
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- 1. CROSSING RAMPS (10' WIDE) SHALL BE PROVIDED ON BOTH SIDES OF THE CHANNEL FOR A MOVING TRACTOR TO
- 2. A STORM WATER EROSION CONTROL AND POLLUTION PREVENTION PLAN MUST BE DESIGNED AND IMPLEMENTED TO MITIGATE THE IMPACT OF CONSTRUCTION ACTIVITIES ON THE FEATURE BEING CROSSED.
- 3. PIPE SHOULD BE FULLY RESTRAINED AND PRESSURE RATED AS DETERMINED BY THE ENGINEER.

 4. ACCESS TO THE BANKS ON EITHER SIDE OF THE CROSSING MUST BE AVAILABLE AS WELL AS ADEQUATE ROOM FOR ASSEMBLY AND EQUIPMENT. BANK GRADE AND STABILITY MUST BE ADEQUATE. A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED TO ASSIST WITH BANK ANALYSIS AND STREAM BED ANALYSIS TO PROVIDE ADDITIONAL DATA AND RECOMMENDATIONS ON THE VIABILITY OF OPEN—CUT VS TRENCHLESS CROSSINGS.
- 5. PIPE USED FOR LOW WATER CROSSINGS SHALL BE RESTRAINED FOR A MINIMUM OF 20 FT BEYOND TOP OF BANK ON EACH SIDE OF CREEK. 6. CASING PIPE IS REQUIRED WHEN DEPTH OF COVER IS LESS THAN 3 FT.
- 7. PLACE STONE RIP-RAP A MINIMUM OF 5 FT UPSTREAM & 5 FT DOWNSTREAM FROM CENTERLINE OF PIPE ALONG LOW WATER CROSSING BED.
- 8. STONES SHALL WEIGH BETWEEN 50 LBS & 150 LBS EACH, AND AT LEAST 60% SHALL WEIGH MORE THAN 100 LBS. 9. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.
- 10. CHANNEL BED SHALL BE A CLASS B CONCRETE APRON OF TYPE "A" DRY RIP-RAP PER PLANS.

LOW WATER CHANNEL CROSSING DETAIL SECTION I



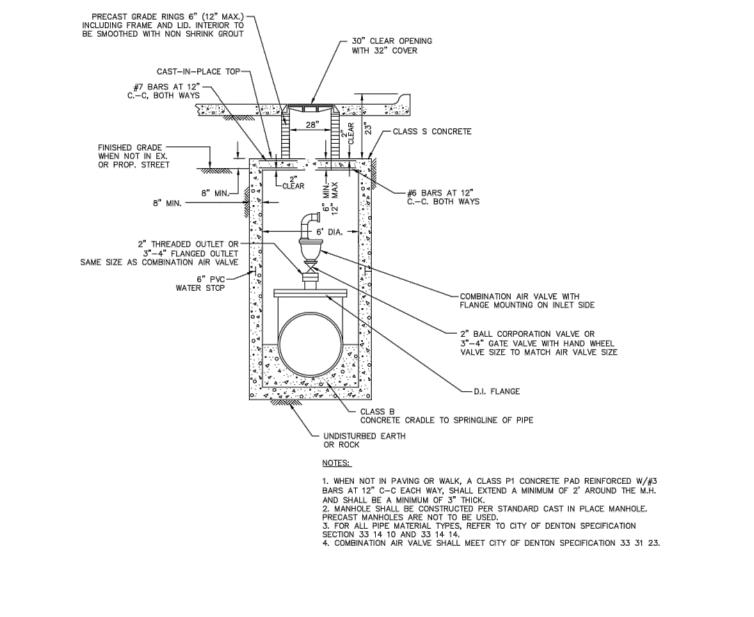
NOTES:

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- 1. RIP-RAP OR CONCRETE IN ACCORDANCE WITH THE DRAWINGS. 2. APRON & PIPE TRENCH MUST HAVE A CONSTANT UPSTREAM TO DOWNSTREAM SLOPE TO MATCH PRE-CONSTRUCTION CHANNEL BED.
- 3. FOR CARRIER PIPE LESS THAN 36".

4. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.

LOW WATER CHANNEL CROSSING DETAIL SECTION II



COMBINATION AIR VALVE 2" TO 4" DIA. VALVES FOR SEWER FORCE MAINS

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STANDARD DETAILS

WASTEWATER DETAILS

DATE JUL. 2024 SHEET No.

S702

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SCALE

CERTIFICATION: THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

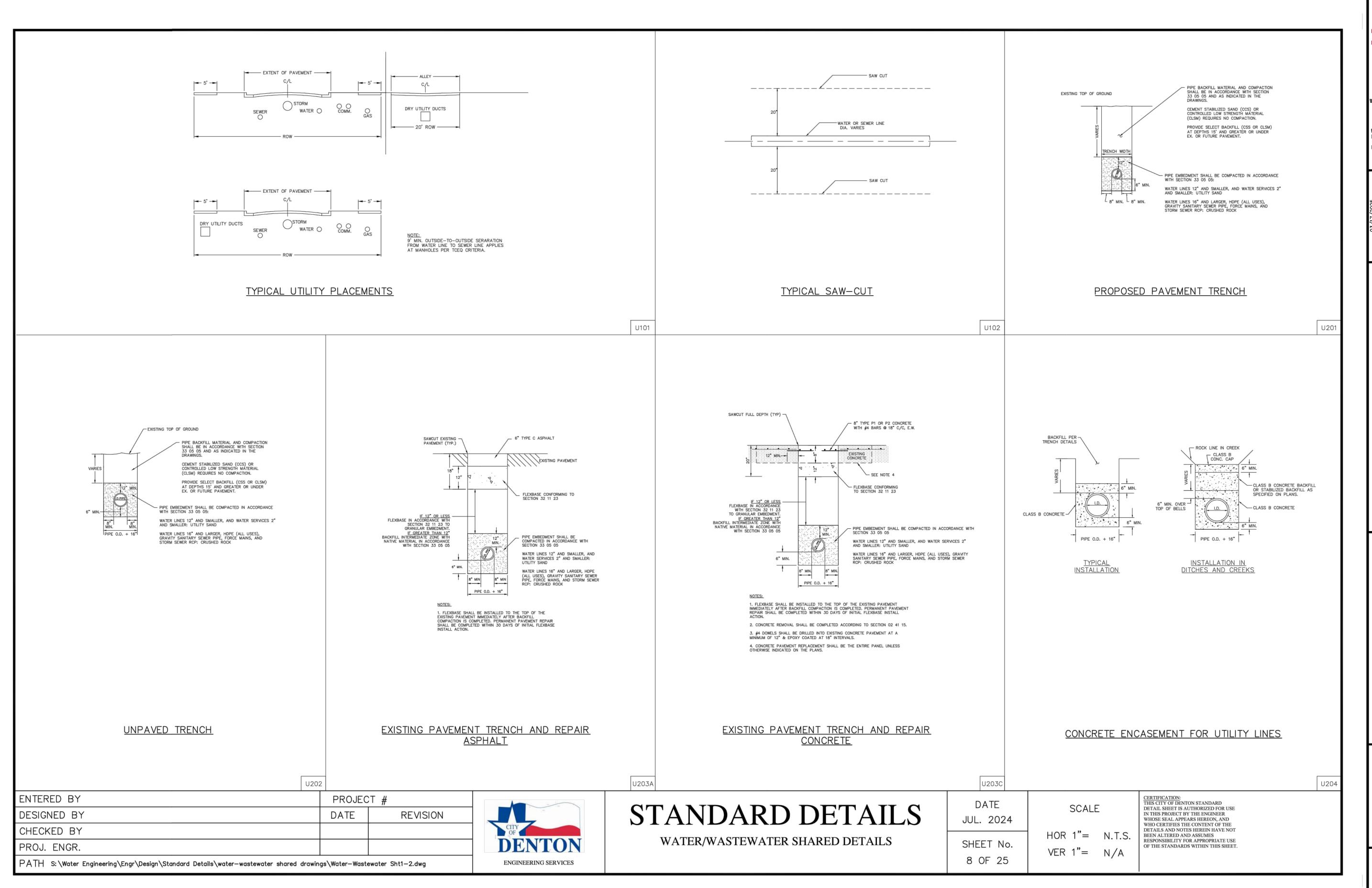
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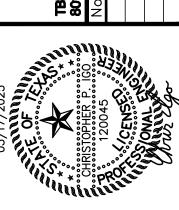
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V St. Suite 1300 Ft. Worth, TX 76102

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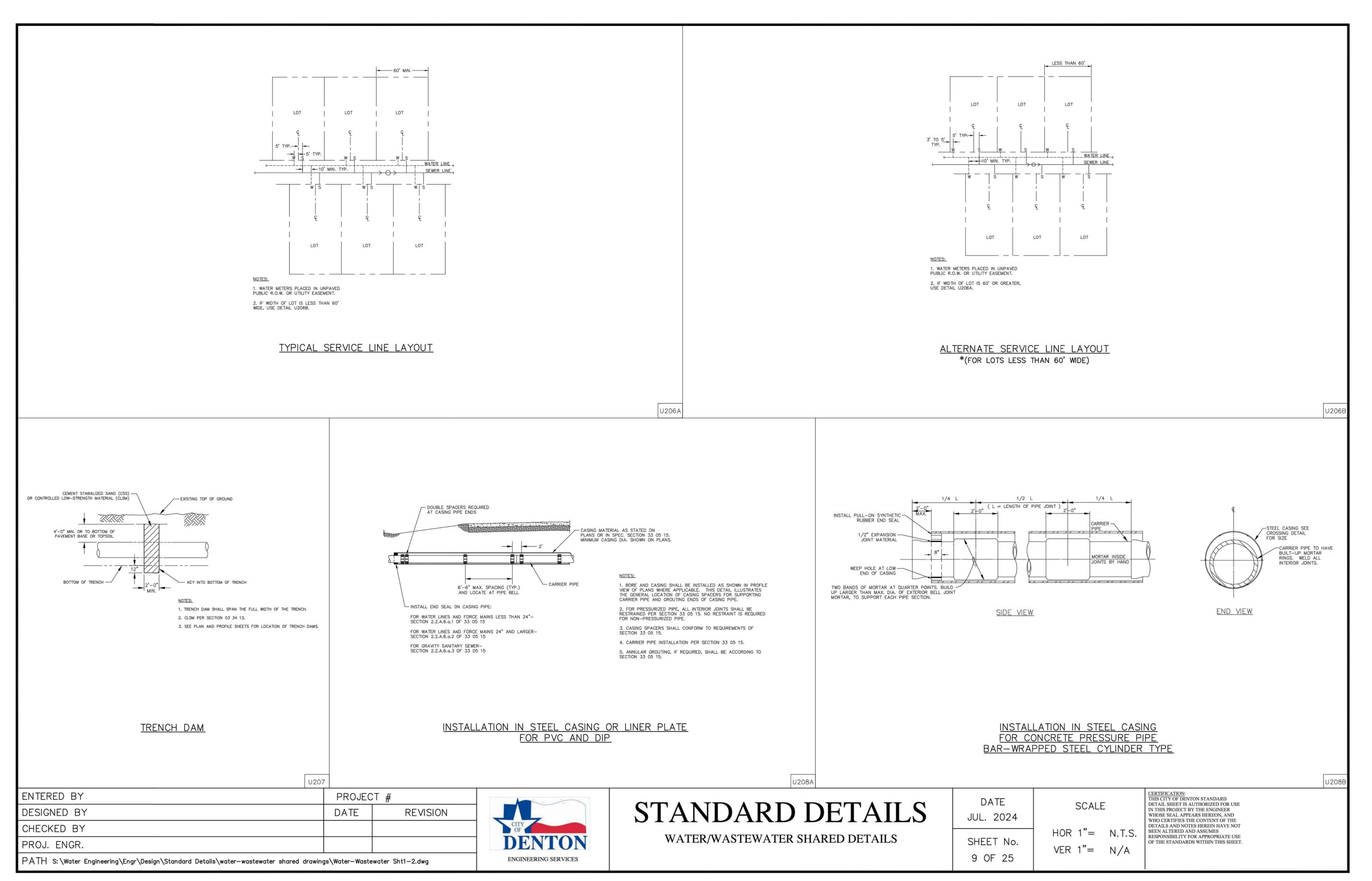
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-35 SPLIT TO MILAM PHASE 2
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NCTCOG DIVISION 1000 EROSION & SEDIMENT CONTROL

TABLE OF CONTENTS

Drawing #	Subject	Section I: Item #
1020A	Silt Fence	202.5
1020B	Silt Fence, General Notes	202.5
1030A	Interceptor Swale	202.6
1030B	Interceptor Swale, General Notes	202.6
1040A	Diversion Dike	202.7
1040B	Diversion Dike with Swale	202.7
1040C	Diversion Dike, General Notes	202.7
1050A	Triangular Sediment Filter Dike	202.8
1050B	Triangular Sediment Filter Dike, General Notes	202.8
1060A	Rock Check Dam	202.9
1060B	Rock Check Dam, General Notes	202.9
1070A	Stabilized Construction Exit	202.11
1070B	Stabilized Construction Exit, General Notes	202.11
1080A	Sack Gabion Check Dams	N/A
1090	Filter Tube Check Dam	202.10
	Sediment Trap	
1100A	Excavated Stone Outlet Sediment Trap	202.12
1100B	Excavated Stone Outlet Sediment Trap, General Notes	202.12
1110	Bermed Stone Outlet Trap	202.12
1120	Sediment Basin with Overflow Riser	N/A
1130A	Pipe Slope Drain	202.13
1130B	Pipe Slope Drain, General Notes	202.13
1140	Filter Tube Curb Inlet Protection	202.14
1150A	Wire Weir Curb Inlet Protection	202.14
1150B	Wire Weir Curb Inlet Protection General Notes	202.14
1160	Curb Rock Sock On-Grade Curb Inlet Protection	202.14

THE CITY IS ADOPTING USE OF THE NCTCOG EROSION AND SEDIMENTATION STANDARD DETAIL DRAWINGS REFERENCED IN THE
TABLE ABOVE. THE DRAWINGS CAN BE FOUND IN THE AMENDED 5TH EDITION OF THE NCTCOG SPECIFICATIONS, AUGUST 2023.
 MODIFICATIONS TO THE ABOVE REFERENCED DRAWINGS MAY BE CONSIDERED FOR INDIVIDUAL PROJECTS UPON SUBMITTAL BY A
REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND SUPPORTING DOCUMENTATION AS TO WHY THE MODIFICATION IS
BEING REQUESTED.

TXDOT EROSION CONTROL **DETAILS**

TABLE OF CONTENTS

Drawing #	<u>Name</u>
EC(1)-16	Fence and Vertical Tracking
EC(2)-16	Rock Filter Dams
EC(3)-16	Construction Exits
EC(4)-16	Dikes
EC(5)-16	Swales
EC(6)-16	Sediment Basins and Traps
EC(7)-16	Temporary Pipe Slope Drain
EC(8)-16	Temporary Paved Flumes
EC(9)-16	Erosion Control Log

NOTE:

THE CITY WILL ALLOW THE USE OF THE TXDOT EROSION CONTROL DRAWINGS REFERENCED IN THE TABLE ABOVE FOR LINEAR CONSTRUCTION PROJECTS IN PLACE OF THE CORRESPONDING NCTCOG DIVISION 1000 DRAWINGS. LINEAR CONSTRUCTION PROJECTS ARE CONSTRUCTION PROJECTS WHICH ARE CONTAINED WITHIN PUBLIC RIGHT—OF—WAY OR EASEMENTS AND DO NOT ENCOMPASS MASS GRADING ON PUBLIC OR PRIVATE PROPERTY. ONLY THE JULY 1016 VERSION OF THESE DRAWINGS WILL BE ALLOWED.

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STANDARD DETAILS

EROSION & SEDIMENTATION CONTROL DETAILS

DATE JUL. 2024

HOR 1"=N.T.S.SHEET No. VER 1"= N.T.S. 25 OF 25

SCALE

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KHA NO.:	061024063

STABILIZED CONSTRUCTION ACCESS **GENERAL NOTES:** 1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE. 2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET. 3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.

OF ALL POINTS OF INGRESS OR EGRESS. 5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL

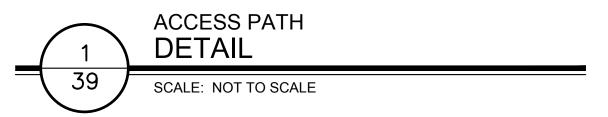
BE PREVENTED FROM ENTERING ANY STORM DRAIN.

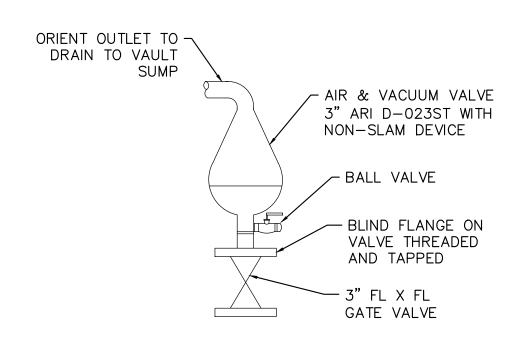
DITCH OR WATERCOURSE USING APPROVED METHODS.

4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH

6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED 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.



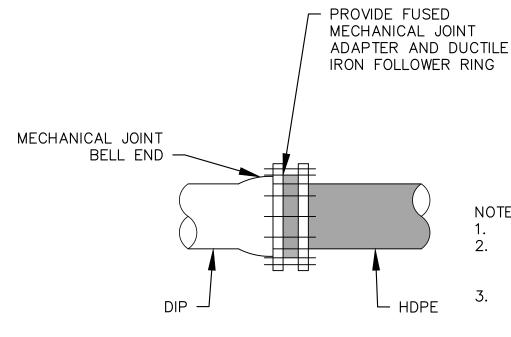


TYPICAL VALVE VAULT AIR VACUUM VALVE ASSEMBLY DETAIL

39

- PRESSURE TRANSMITTER PRESSURE GAUGE BRASS PRESSURE SNUB ─ S.S. PROTECTIVE DIAGRAM 1/2" THREADED BRONZE VALVE 1" THREADED BRONZE VALVE 1" X 1/2" ¬ 300[°] lb. BUSHING NOTE:
PROVIDE PRESSURE GAUGES WITH 4.5-INCH DIAMETER FACES AND CALIBRATED FROM 0 TO 200 PSI. GAUGE SHALL BE FILLED WITH AN NSF APPROVED LIQUID AND INSTALLED WITH A PRESSURE SNUBBER AND SHALL BE OF STAINLESS STEEL CONSTRUCTION. INSTALL WITH A 0.5-INCH NPT CONNECTION AND INCLUDE A CORPORATION STOP AND AIR BLEED VALVE. VALVES SHALL BE RATED AT 200 PSI MIN.





POLYWRAP JOINT PER X MECHANICAL JOINT ADAPTER SHALL HAVE AN INTEGRAL STAINLESS STEEL STIFFENER. ISCO OR ENGINEER APPROVED EQUIVALENT. MEGA-LUGS AND PLAIN-END HDPE PIPE ARE NOT AN ACCEPTABLE ALTERNATIVE.

5	DIP TO HDPE FORCE MAIN TRANSITION DETAIL
39	SCALE: NOT TO SCALE

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SHEET

39

-8" 90° BEND (FL. DI) 8" 90° BEND — (FL. DI) TOP OF STRUCTURE --STAINLESS STEEL MESH INSECT SCREEN BOLTED BETWEEN BEND AND 8" SLIP-ON FLANGE GROUT SEAL COLLAR SIDE VIEW

> 1. INSTALL KITS BETWEEN DISSIMILAR 2. ENSURE INSECT SCREEN ALLOWS FULL

SCALE: NOT TO SCALE

VENT PIPE

DETAIL

8" ID OF AIR FLOW

SCALE: NOT TO SCALE

1. GATE VALVES SHALL BE RESILIENT SEATED. 2. PROVIDE 3" MIN. OF COVER OVER

REINFORCEMENT IN ALL DIRECTIONS. 3. COLLARS SHALL BE 4,000 PSI CONCRETE.

3/4" CHAMFER (TYP.)

-IF VALVE OPERATING NUT IS AWWA THREE-PIECE-MORE THAN 3' BELOW VALVE BOX OR PAVEMENT SURFACE, PROVIDE APPROVED EQUAL EXTENSION STEM TO 1' BELOW PAVEMENT SURFACE.

> -USE RETAINER GLANDS FOR VALVE RESTRAINT

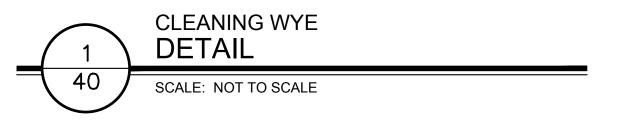
%"×45° CHAMFER ─ 2" SQUARE STOCK-W/ 1" DIA. HOLE DRILLED THROUGH 1"ø SOLID-ROUND STOCK 2" SQUARE STOCK — W/ 1" DIA. HOLE DRILLED THROUGH 2½" SQUARE TUBING W/ 1/4" THICK WALL

1. 1" ROUND SOLID BAR & 2" SQUARE PER ASTM A-108-81. SAE 1020, COLD DRAWN OR BETTER.

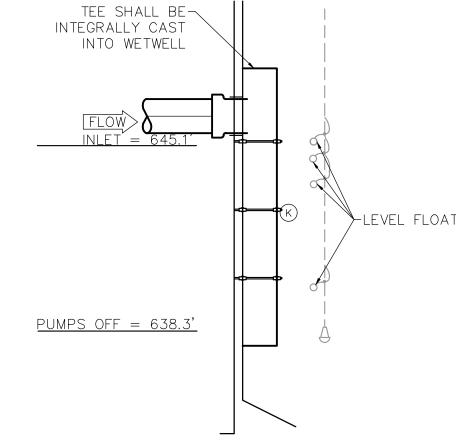
2. $2-\frac{1}{2}$ " SQUARE TUBING PER ASTM A-512-79, SAE 1020, COLD DRAWN OR BETTER.

3. ALL WELDS SHALL COMPLY WITH A.W.S. CODE FOR PROCEDURE, APPEARANCE AND QUALITY OF WELDS.

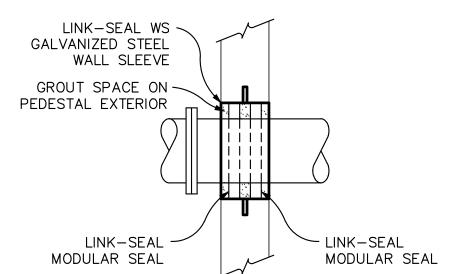
SECTION VIEW



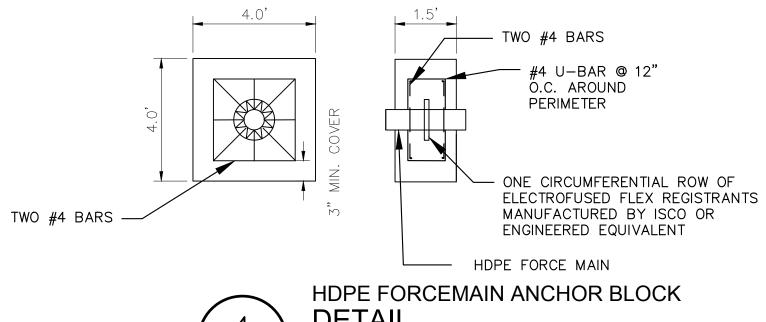




30" X 30" TEE STRAPPED TO WALL **DETAIL** SCALE: NOT TO SCALE







DETAIL SCALE: NOT TO SCALE

-CONCRETE CURB W/ CLASS "A" CONC. #3 LONGITUDINAL BAR ÄND CRUSHED ROCK, (PER SECTION 03 00 00) BASE BLOCK VALVE BOX AND

DUCTILE COVER (TYP.) IRON PIPE ─ VALVE TO BE SET CLOSED AFTER INSTALLATION NOTES:

1. CONCRETE CURB SHALL BE LINED AT BOTTOM WITH 30 MIL HDPE LINER BY AGRU AMERICA, OR EQUAL AND BACKFILLED WITH CONNECT TO PROPOSED TXDOT ITEM NO. 247 4" GRAVEL. 12" X 12" WYE 12" 45° -

SEE NOTE 1

-CRUSHED ROCK

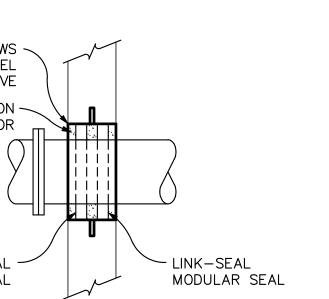
PLAN VIEW

-PROPOSED 12"

1' MIN.

BLIND FLANGE

MJ BEND └─ GATE VALVE L CONCRETE RE: 2/16 CRADLE DETAIL



WALL PENETRATION SCALE: NOT TO SCALE

(TYP.) <u>CONCRETE COLLAR</u> UNPAVED AREAS <u>PAVED AREAS</u>

GATE VALVE

VALVE STEM EXTENSION

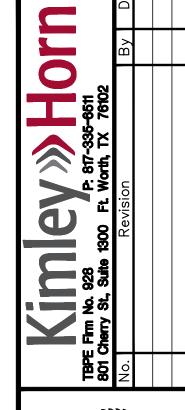
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SEE TABLE T

3

3

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3

MIN NUMBER REQUIRED

3 3

3 3

RESTRAINT BOLT PLATE

- BOLT AS SPECIFIED

3

OF CIT

SHEET

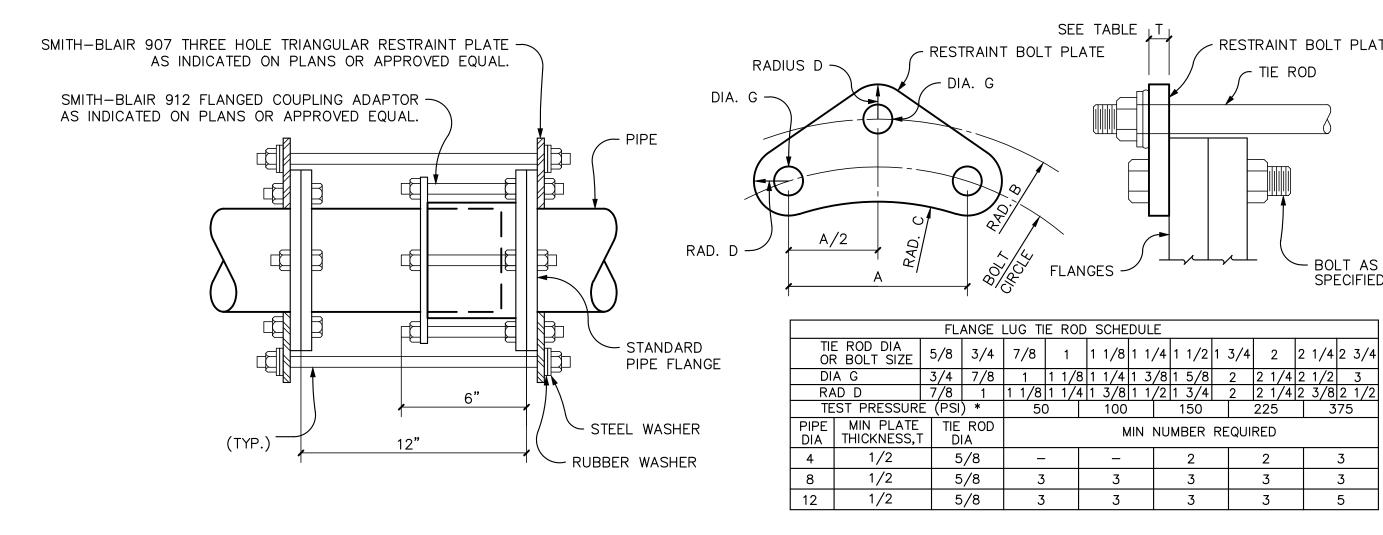
SEE TABLE T - RESTRAINT BOLT PLATE - RESTRAINT BOLT PLATE RADIUS D SMITH-BLAIR 907 THREE HOLE TRIANGULAR RESTRAINT PLATE — AS INDICATED ON PLANS OR APPROVED EQUAL. DIA. G — SMITH-BLAIR 411 FLEXIBLE COUPLING ~ AS INDICATED ON PLANS OR APPROVED EQUAL. – BOLT AS SPECIFIED FLANGE LUG TIE ROD SCHEDULE TIE ROD DIA OR BOLT SIZE 5/8 3/4 7/8

 DIA G
 3/4
 7/8
 1
 1 1/8 1 1/4 1 3/8 1 5/8
 2
 2 1/4 2 1/2 3

 RAD D
 7/8
 1
 1 1/8 1 1/4 1 3/8 1 1/2 1 3/4
 2
 2 1/4 2 3/8 2 1/2

 TEST PRESSURE (PSI) *
 50
 100
 150
 200
 250

 STANDARD PIPE FLANGE PIPE MIN PLATE TIE ROD DIA THICKNESS,T DIA ➤ STEEL WASHER 1/2 5/8 1/2 2 5/8 RUBBER WASHER 1/2 5/8 2 1/2 5/8 2 2



FLANGE COUPLING ADAPTER W/ TIE RODS **DETAIL** SCALE: NOT TO SCALE

COUPLING ADAPTER W/ TIE RODS **DETAIL**

SCALE: NOT TO SCALE

4. RADIUS "B" EQUALS 1/2 X (FLANGE CIRCLE) + D + 1/8". 5. INSTALL TIE ROD ASSEMBLIES SUCH THAT ALL RODS ARE EQUALLY SPACED AROUND FLANGE. ON PIPING 20-INCHES AND LARGER, RODS MAY BE GROUPED IN PAIRS BUT GROUPS MUST BE EQUALLY SPACED AROUND FLANGE. THE TOTAL NUMBER OF THE RODS SHALL BE INCREASED ABOVE THAT TABULATED AS NECESSARY TO MEET SPACING REQUIREMENTS. * MIN. TEST PRESSURE SHALL BE 150 PSI UNLESS

OTHERWISE SPECIFIED.

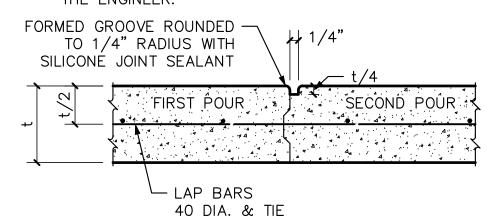
 ALL DIMENSIONS IN INCHES
 DIMENSION "A" AS REQUIRED BY FLANGE SPECIFIED. 3. RADIUS "C" EQUALS 1/2 X (BOLT CIRCLE) - D.

EXPANSION JOINT

NOTE:

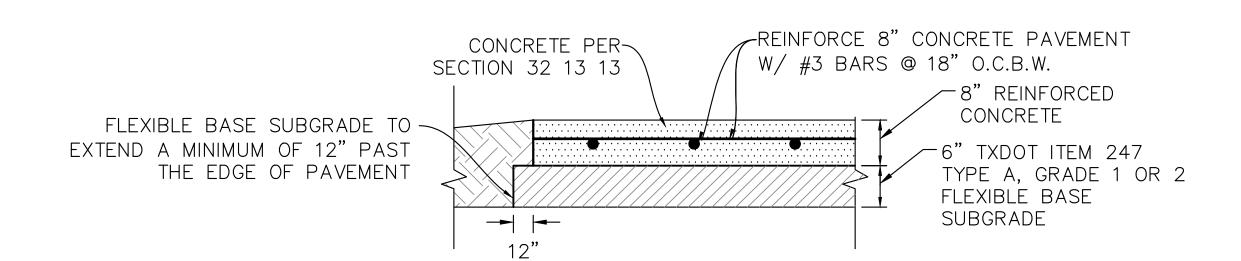
1. ALL DOWEL BARS SHALL BE INSTALLED PERPENDICULAR TO JOINT @ 18" SPACING.

- 2. SILICONE JOINT SEALANT SHALL BE DOW CORNING 890 SL, OR APPROVED EQUAL.
- 3. HOT-POURED RUBBER MAY BE USED AS A SUBSTITUTE FOR SILICONE JOINT SEALANT WITH THE APPROVAL OF THE ENGINEER.

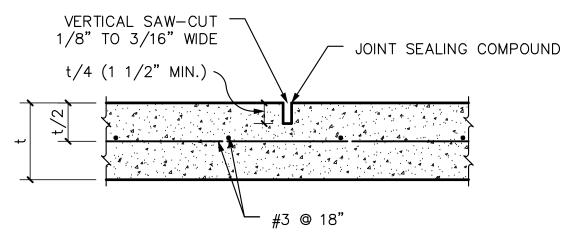


CONSTRUCTION JOINT





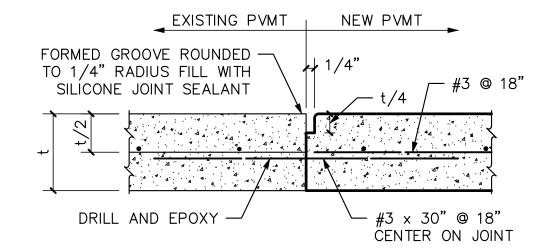




SAW JOINT

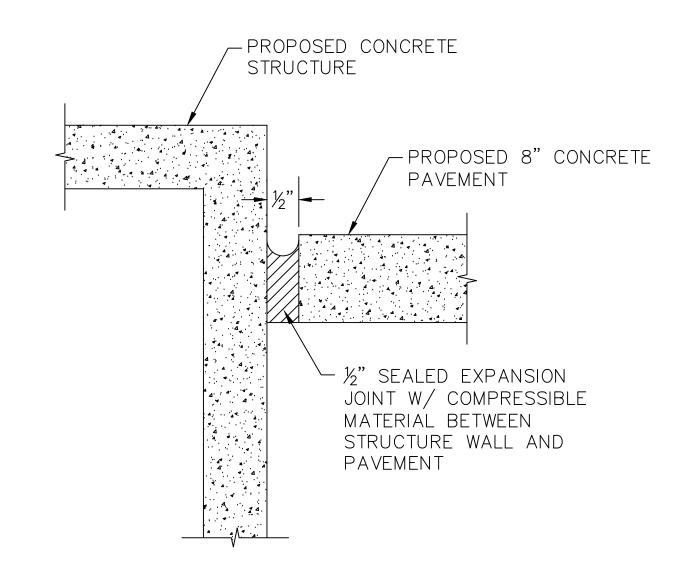
1. ALL DOWEL BARS SHALL BE INSTALLED PERPENDICULAR TO JOINT @ 18" SPACING.

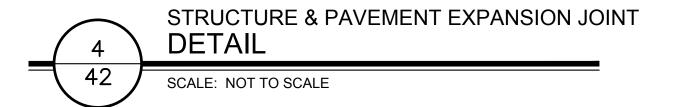
- 2. SILICONE JOINT SEALANT SHALL BE DOW CORNING 890 SL, OR APPROVED EQUAL.
- 3. TOP OF CUT SHALL BE CHAMFERED @ 45° ANGLE, MINIMUM OF 1/4" DEEP.
- 4. HOT-POURED RUBBER MAY BE USED AS A SUBSTITUTE FOR SILICONE JOINT SEALANT WITH APPROVAL OF THE ENGINEER.



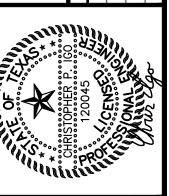
SAWED CONSTRUCTION JOINT







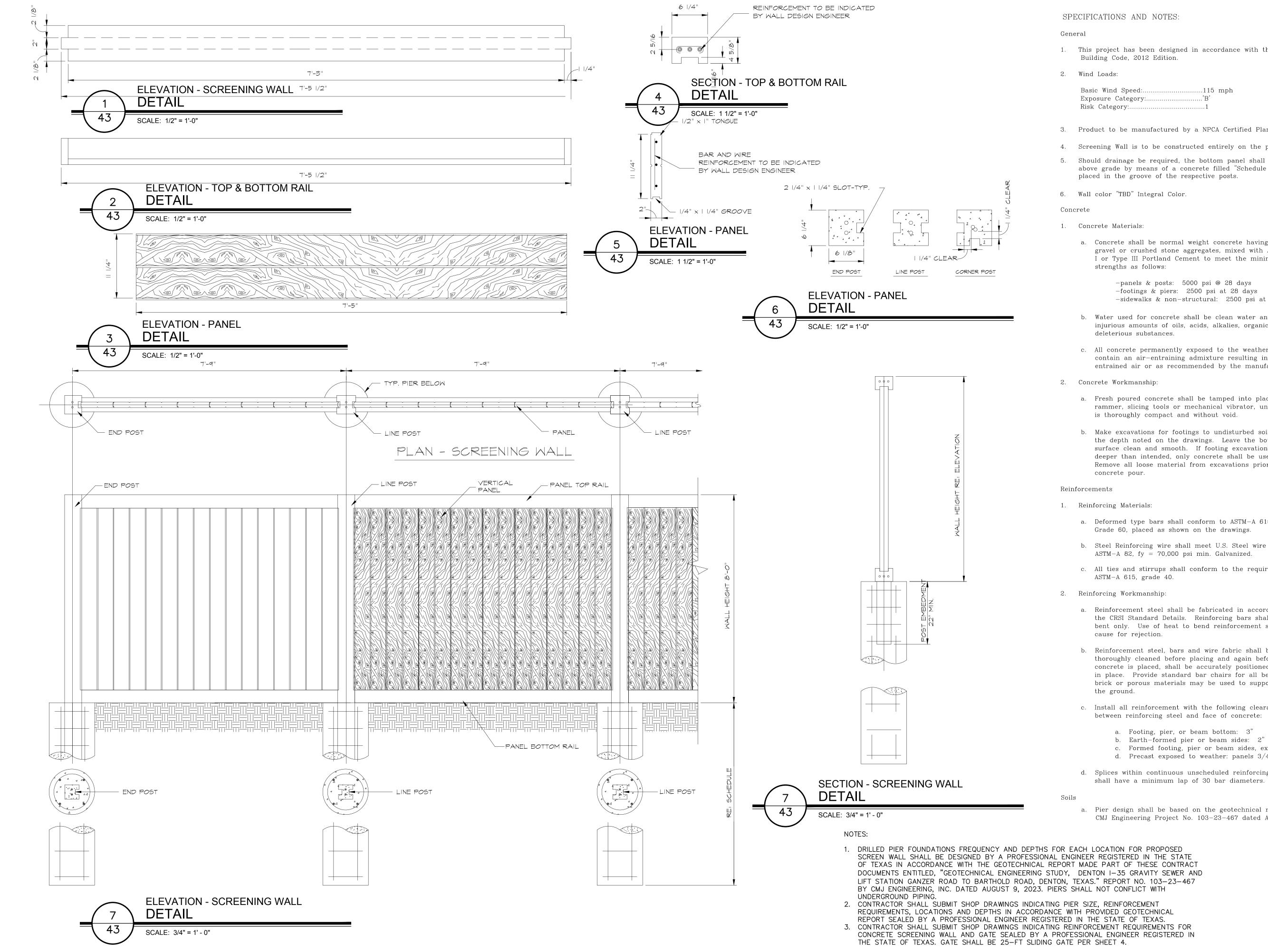
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1. This project has been designed in accordance with the International

..115 mph

- 3. Product to be manufactured by a NPCA Certified Plant.
- 4. Screening Wall is to be constructed entirely on the project property.
- 5. Should drainage be required, the bottom panel shall be raised 2"-4" above grade by means of a concrete filled "Schedule 80 PVC Pipe" placed in the groove of the respective posts.

a. Concrete shall be normal weight concrete having sand and gravel or crushed stone aggregates, mixed with ASTM-C150, Type I or Type III Portland Cement to meet the minimum compressive

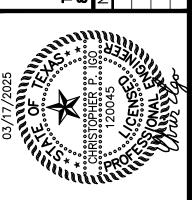
> -panels & posts: 5000 psi @ 28 days -footings & piers: 2500 psi at 28 days -sidewalks & non-structural: 2500 psi at 28 days

- b. Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalies, organic or other
- c. All concrete permanently exposed to the weather shall contain an air-entraining admixture resulting in 3 to 6% entrained air or as recommended by the manufacturer.
- a. Fresh poured concrete shall be tamped into place by steel rammer, slicing tools or mechanical vibrator, until concrete is thoroughly compact and without void.
- b. Make excavations for footings to undisturbed soil or to the depth noted on the drawings. Leave the bottom bearing surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from excavations prior to
- a. Deformed type bars shall conform to ASTM-A 615, Grade 60, placed as shown on the drawings.
- b. Steel Reinforcing wire shall meet U.S. Steel wire gage, ASTM-A 82, fy = 70,000 psi min. Galvanized.
- c. All ties and stirrups shall conform to the requirements of
- a. Reinforcement steel shall be fabricated in accordance with the CRSI Standard Details. Reinforcing bars shall be coldbent only. Use of heat to bend reinforcement steel shall be
- b. Reinforcement steel, bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed, shall be accurately positioned and secured in place. Provide standard bar chairs for all beam steel. No brick or porous materials may be used to support the steel off
- c. Install all reinforcement with the following clearances between reinforcing steel and face of concrete:
 - a. Footing, pier, or beam bottom: 3"
 - c. Formed footing, pier or beam sides, exposed: 1" d. Precast exposed to weather: panels 3/4"; posts 1 1/4"
- d. Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 30 bar diameters.

a. Pier design shall be based on the geotechnical report from CMJ Engineering Project No. 103-23-467 dated Aug. 9, 2023.

SCREEN WALL SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS IN ACCORDANCE WITH THE GEOTECHNICAL REPORT MADE PART OF THESE CONTRACT DOCUMENTS ENTITLED, "GEOTECHNICAL ENGINEERING STUDY, DENTON I-35 GRAVITY SEWER AND LIFT STATION GANZER ROAD TO BARTHOLD ROAD, DENTON, TEXAS." REPORT NO. 103-23-467

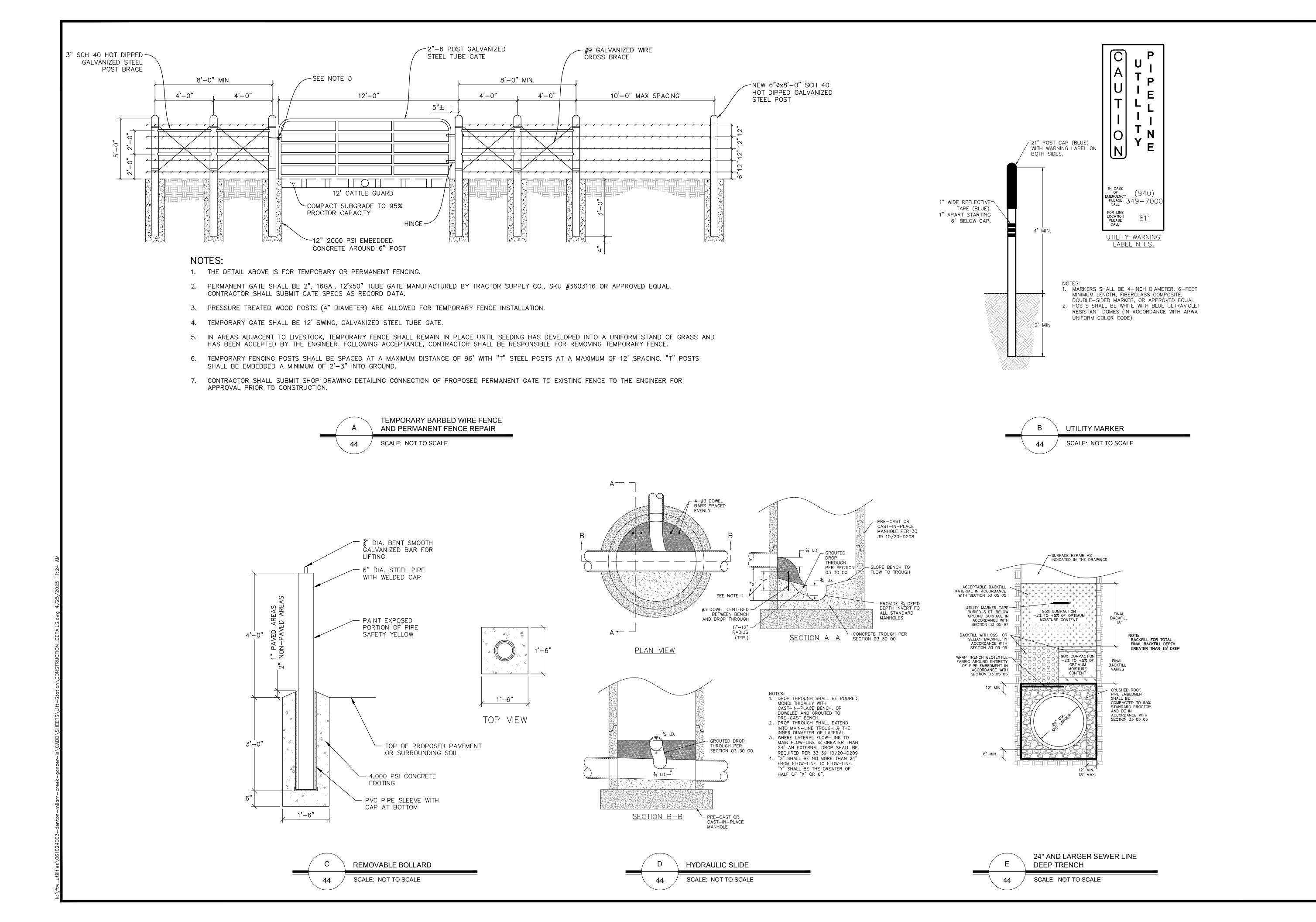
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING REINFORCEMENT REQUIREMENTS FOR CONCRETE SCREENING WALL AND GATE SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN orn





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DETAIL



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ITY OF DENTON
-35 SPLIT TO MILAM PHASE 2
ANZER ROAD LIFT STATION
VOLUME 2

ONSTRUCTION DETAILS

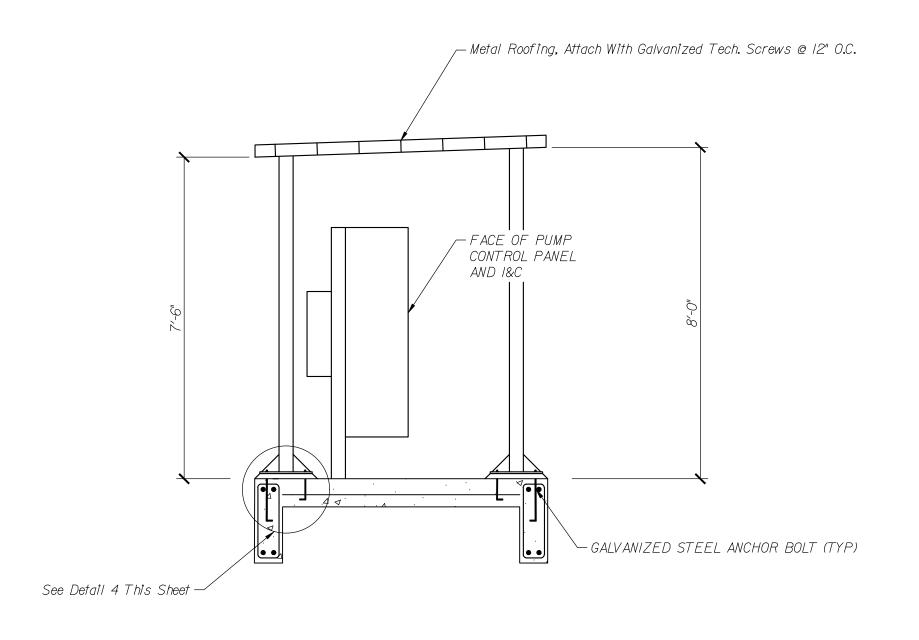
CPI	NDCH	JRA	061024063					
DESIGN:	DRAWN:	CHECKED:	KHA NO.:					
	SHEET							

2'-0"

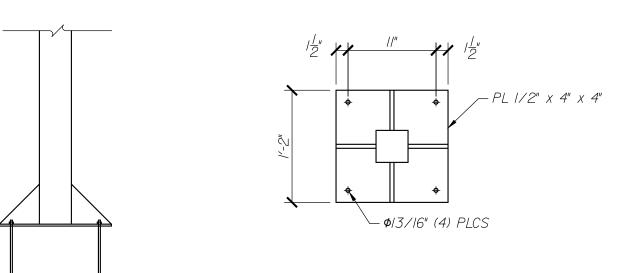
CONTROL SHELTER
PLAN
45 SCALE: 1/2" = 1'-0"

2'-0"





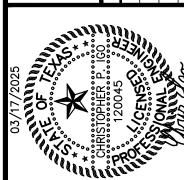
2 CONTROL SHELTER FRONT ELEVATION SCALE: 1/2" = 1'-0"





GENERAL NOTES

- 1. PREFABRICATED SHELTER STRUCTURE SHALL CONSIST OF FACTORY—ASSEMBLED STEEL COLUMN ASSEMBLIES, ROOF TRUSS, AND METAL ROOFING. STRUCTURE SHALL BE AS MANUFACTURED BY ROMTEC OR APPROVED EQUAL. THE EQUIPMENT SHALL BE SUPPLIED OR MANUFACTURED BY A SINGLE SOURCE MANUFACTURER CAPABLE OF PRODUCING A COMPLETE, PRE—ENGINEERED, PACKAGED, SHELTER. STRUCTURE SHALL MEET LOCAL CODES (INCLUDING WIND LOAD) FOR SITE CONDITIONS.
- 2. ALL STEEL SHALL BE POWDER COATED BLACK.
- 3. CONTRACTOR SHALL SUBMIT A SHOP DRAWING FOR THE PROPOSED CONTROL SHELTER. PRIOR TO ORDERING MATERIAL, CONTRACTOR REQUIRED TO VERIFY ENOUGH CLEARANCE AVAILABLE FOR CONTROL PANELS AND I&C EQUIPMENT.
- 4. METAL ROOFING SHALL BE FEBRAL DELTA—RIB, 29 GA. STEEL ROOFING, WITH 24" COVERAGE WIDTH.



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H-35 SPLIT TO MILAM PHASE 2 GANZER ROAD LIFT STATION, RCE MAIN AND GRAVITY SEW

RUCTURAL DETAILS I

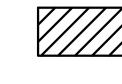
061024063	KHA NO.:
JRA	CHECKED:
NDCH	DRAWN:
CPI	DESIGN:

SHEET

— SF —

SILT FENCE

STONE OVERFLOW STRUCTURE



INLET PROTECTION



FLOW ARROW

MATCHLINE 1 SHEFT 47



IH-35 SPLIT TO MILAM PHA GANZER ROAD LIFT STAT FORCE MAIN AND GRAVITY S

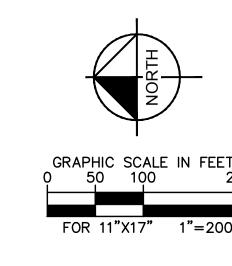
ON CONTROL PLAN 1 OF 4

ESIGN: CPI
RAWN: NDCH
:HECKED: JRA
.HA NO.: 061024063

SHEET

CATDENTON 35 SEVEN, INC INST. NO. 2013-145691

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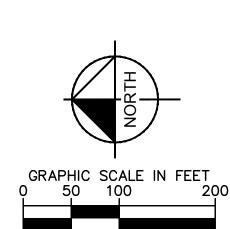




SILT FENCE

STONE OVERFLOW STRUCTURE

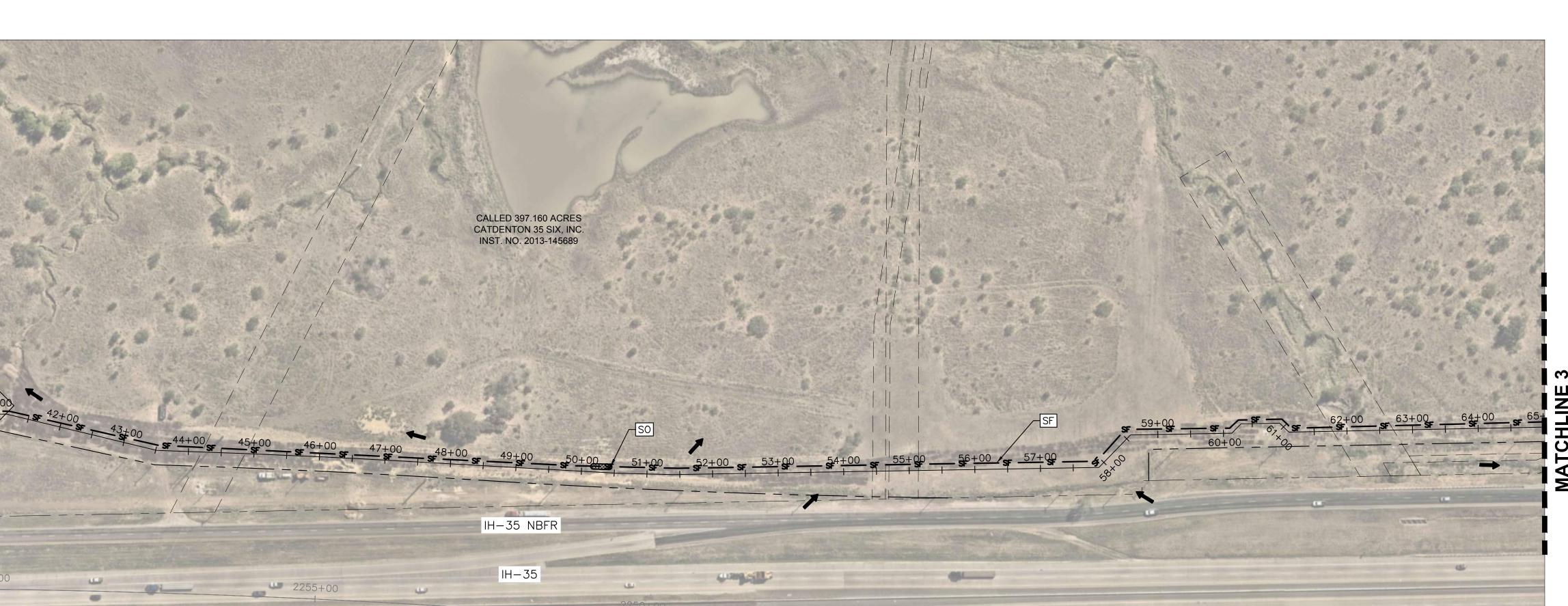
INLET PROTECTION

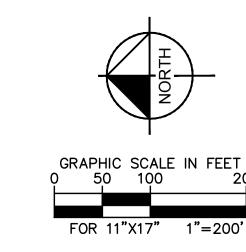


EROSION CONTROL 2 OF 4

SHEET

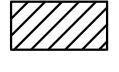
IH-35 NBFR IH-35





<u>LEGEND</u>

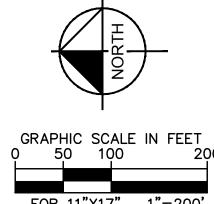
STONE OVERFLOW STRUCTURE

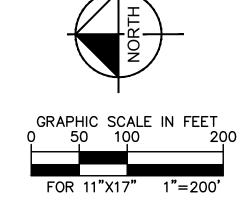


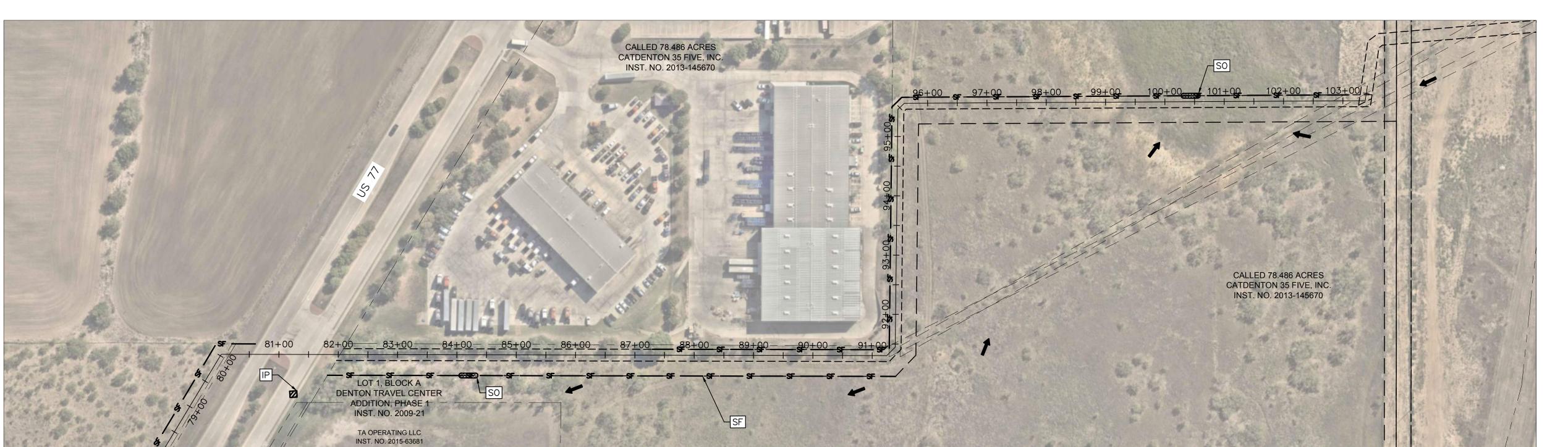
INLET PROTECTION

SILT FENCE







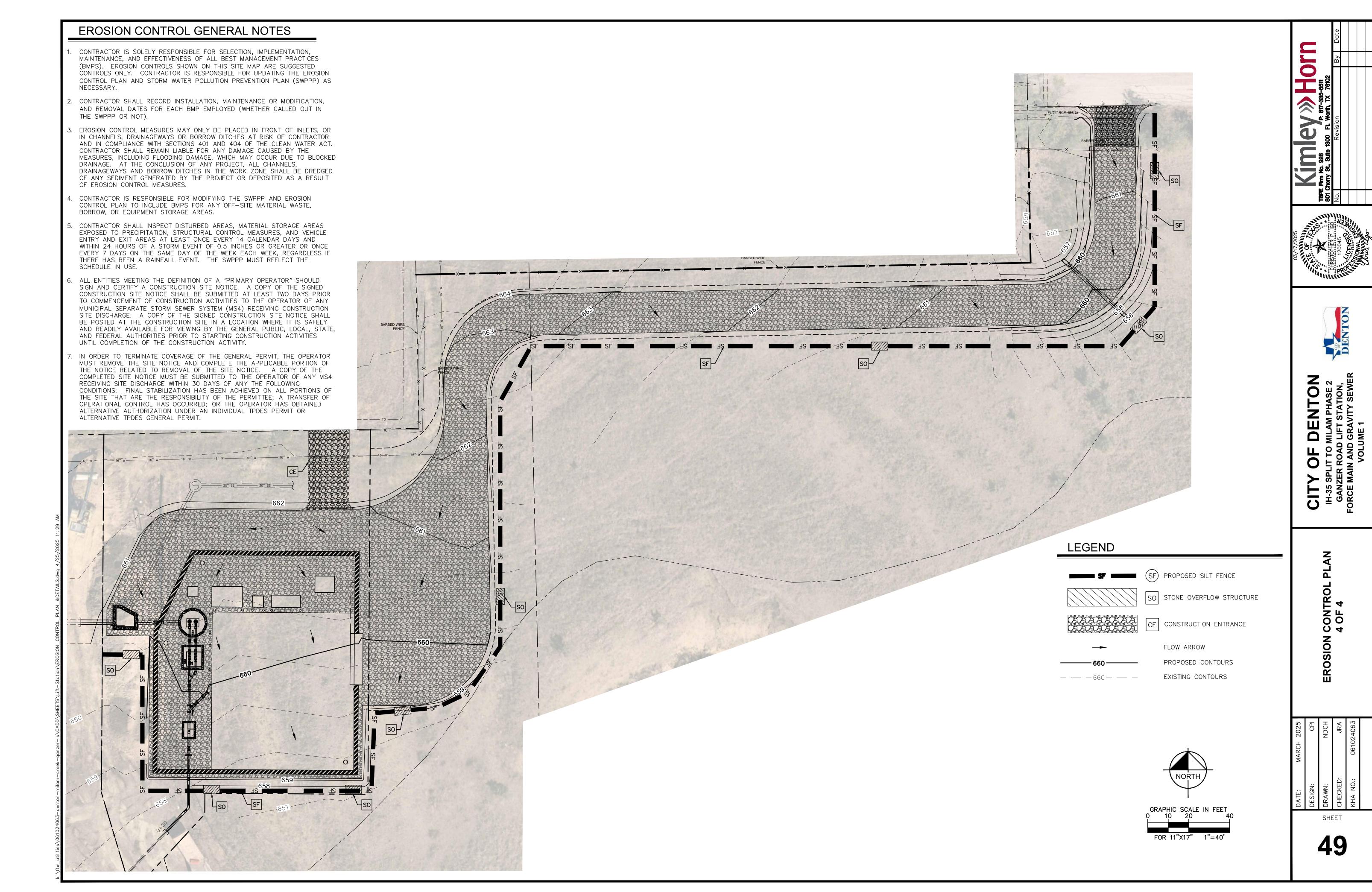


SHEET

CONTROL 3 OF 4

48

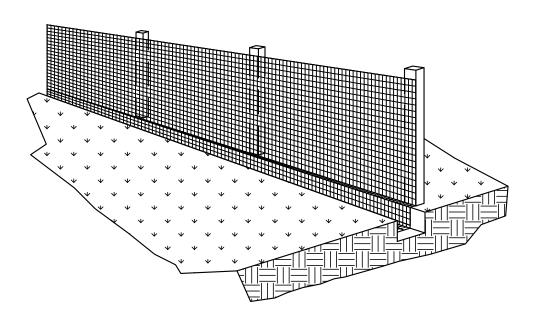
MATCHLINE 4
THIS SHEET



SHEET

1. SET THE STAKES.

3. STAPLE FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.



NOTES:

— EXISTING GROUND

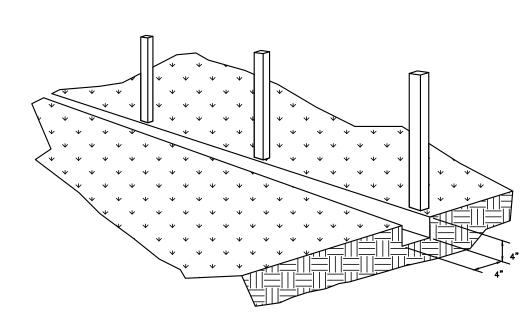
FABRIC

CRUSHED -ROCK

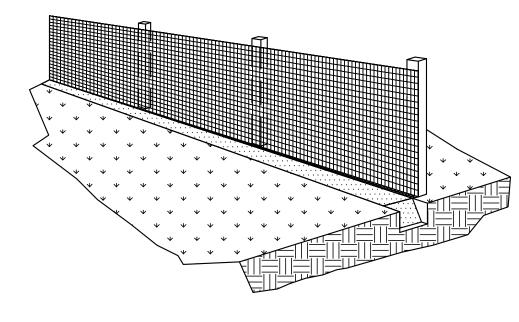
─ 8" MIN.

- 1. STONE SIZE 3 TO 5 INCHES CRUSHED ROCK.
- 2. LENGTH AS EFFECTIVE, BUT NOT LESS THAN 35 FEET.
- 3. THICKNESS NOT LESS THAN 8 INCHES.
- 4. WIDTH NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS OR 24 FEET.
- WASHING WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED TRAP OR SEDIMENT
- MAINTENANCE THE ENTRANCE SHALL BE MAINTAINED IN CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED,
- DRAINAGE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

2. EXCAVATE A 4" X 4" TRENCH UPSLOPE ALONG THE LINE OF STAKES.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



CONSTRUCTION SPECIFICATIONS FOR SILT BARRIER FENCE <u>MATERIALS</u>

1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS (PER ASTM METHODS):

REQUIREMENTS PHYSICAL PROPERTY

FILTERING EFFICIENCY TENSILE STRENGTH AT 20% EXT. STRENGTH = 50 LBS./LIN. IN. (MIN.) MAXIMUM ELONGATION

2. SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND

STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0° TO 120°.

FLOW RATE

BARRIER SHALL BE OF SUFFICIENT LENGTH TO ELIMINATE END FLOW. THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE WITH THE ENDS ORIENTED UPSLOPE. STD. STRENGTH = 30 LBS./LIN. IN. (MIN.)30 GAL./SQ. FT./MINUTE (MIN.)

9. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

6. THE SILT FENCE SHALL BE STAPLED TO THE STAKES WITH 8" (MIN.) OF FABRIC

7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE

8.IF A SILT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, THE

EXTENDED INTO THE TRENCH. HEAVY DUTY WIRE STAPLES (1/2 INCH LONG

MIN.) SHALL BE USED. THE FENCE SHALL NOT BE STAPLED TO EXISTING TREES.

<u>MAINTENANCE</u>

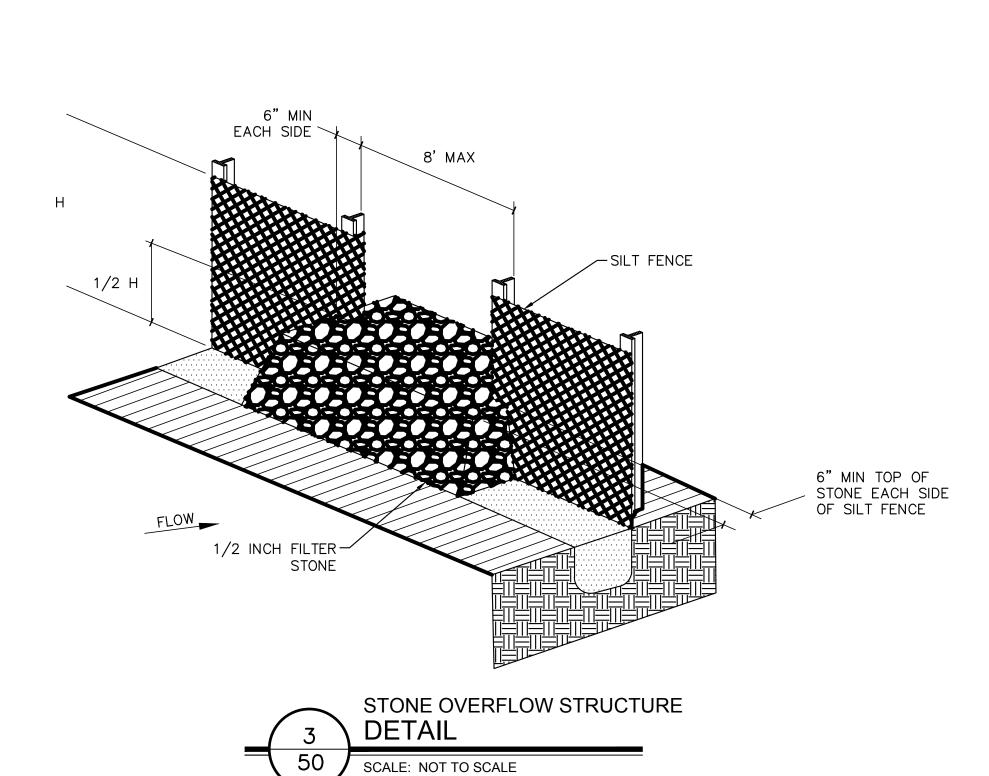
FENCE MATERIAL.

- 1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- 2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE SILT FENCE IS STILL NECESSARY, IT SHALL BE REPLACED IMMEDIATELY.
- 3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/3 THE HEIGHT OF THE FENCE.
- 4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
- 5. THERE SHOULD BE NO GAPS OR SAGS IN THE SILT FENCE.

<u>INSTALLATION</u>

- 1. THE HEIGHT OF THE SILT FENCE SHALL BE A MINIMUM OF 15" AND A MAXIMUM OF 18" ABOVE FINAL GRADE.
- 2. STANDARD STRENGTH SYNTHETIC FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS (AND THUS IMPROVE THE BARRIER'S STRENGTH AND EFFICIENCY).
- 3. STAKES FOR THE SILT FENCE SHALL BE 2"x 2" WOOD WITH A MINIMUM LENGTH OF 3 FEET.
- 4. THE STAKES SHALL BE SPACED A MAXIMUM OF 5 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (18" MIN.).
- 5. A TRENCH SHALL BE EXCAVATED APPROX. 6" WIDE AND 6" DEEP ALONG THE LINE OF STAKES AND UPSLOPE FROM THE BARRIER.



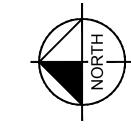


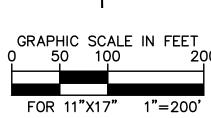
BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

WASHED OR TRACKED ONTO PUBLIC ROADWAY, MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE

SCALE: NOT TO SCALE

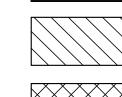




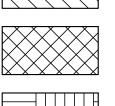
SHEET NOTES:

- 1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
- CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
- 3. CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE LARGER THAN 12", AND 5-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
- 4. CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE INSTALLATION AND THE PAVING REPAIR BID ITEM QUANTITY.

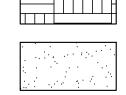
<u>LEGEND</u>



ASPHALT PAVEMENT REPAIR (RE: A/65)

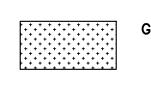


CONCRETE PAVEMENT REPAIR (RE: B/65)



SODDING SURFACE REPAIR

SEEDING SURFACE REPAIR



GRAVEL SURFACE REPAIR



0

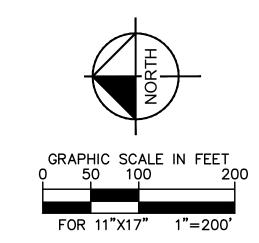


IH-35 SPLIT TO MILAM PH.
GANZER ROAD LIFT STA

OSED SURFACE REPAIR 1 OF 3

DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

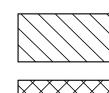


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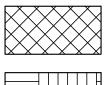
SHEET NOTES:

- CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS.
- 2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
- 3. CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE LARGER THAN 12", AND 5-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
- 4. CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE INSTALLATION AND THE PAVING REPAIR BID ITEM QUANTITY.

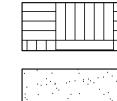
LEGEND



ASPHALT PAVEMENT REPAIR (RE: A/65)



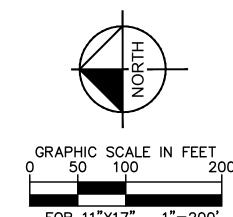
CONCRETE PAVEMENT REPAIR (RE: B/65)

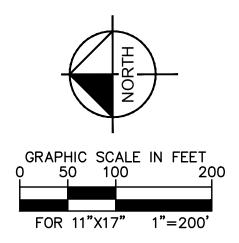


SEEDING SURFACE REPAIR



SODDING SURFACE REPAIR

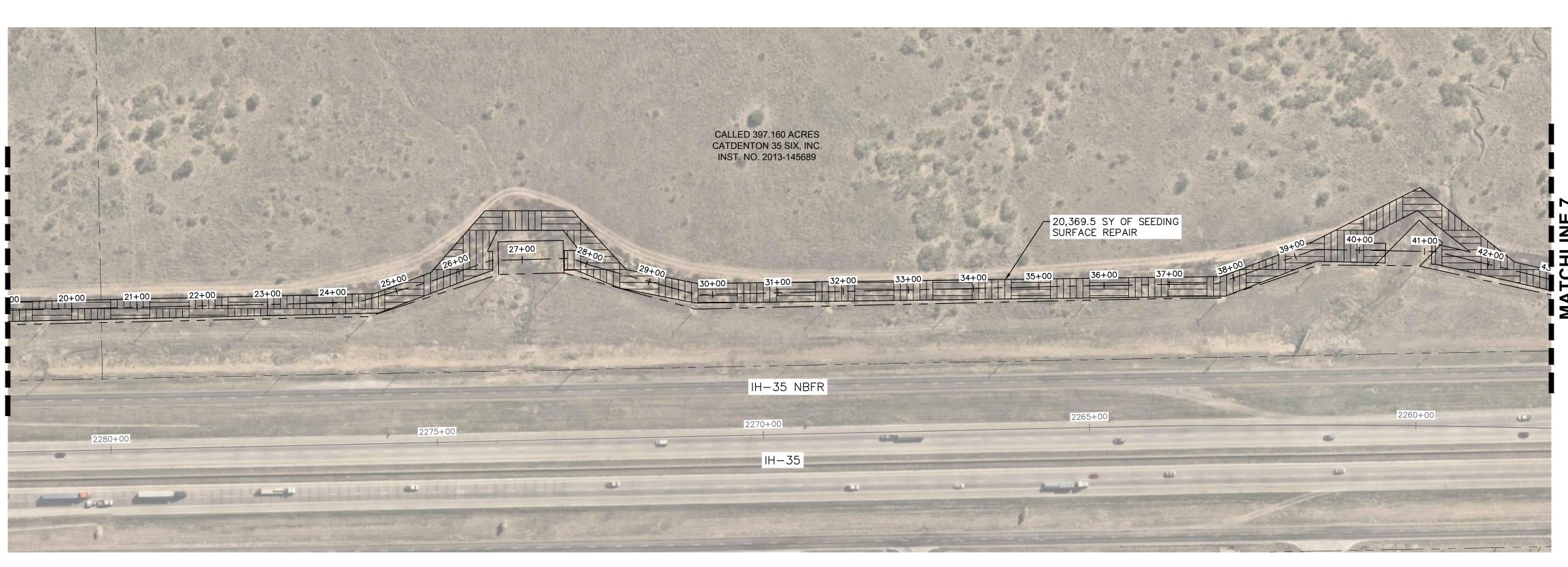




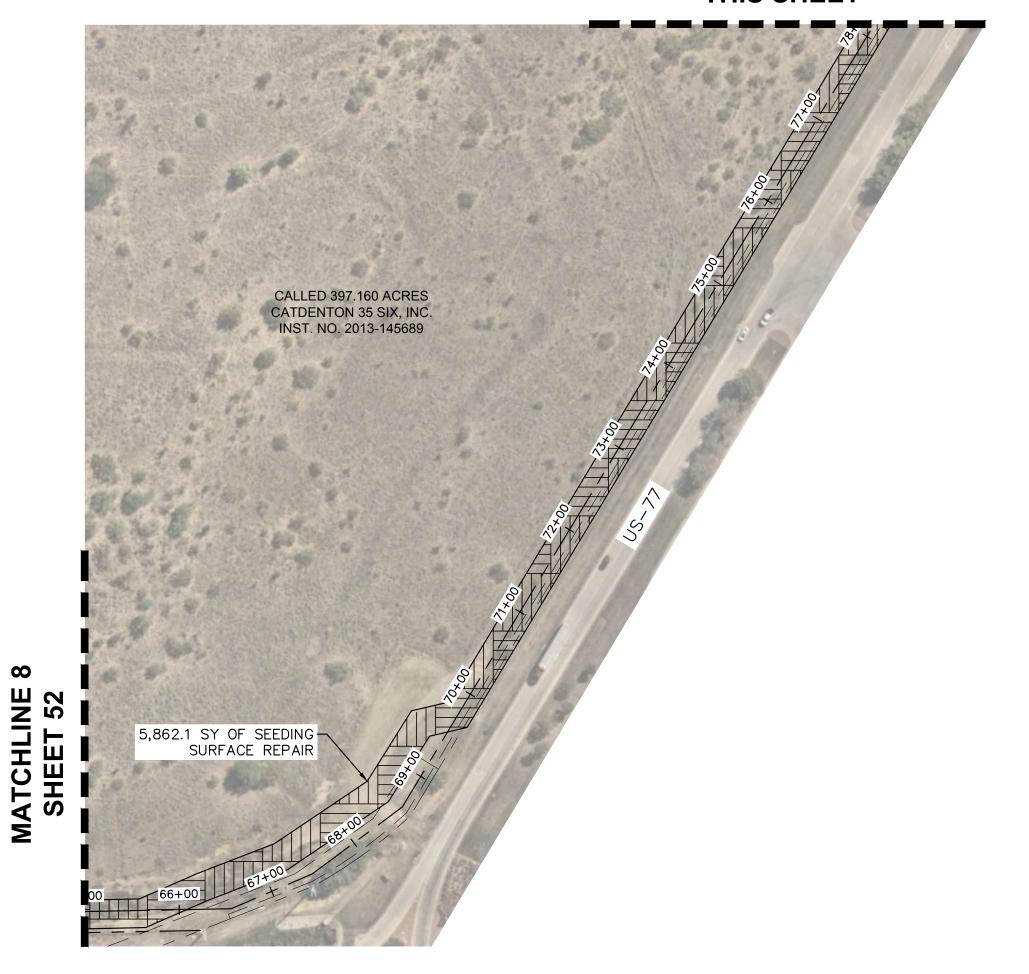
NORTH
GRAPHIC SCALE IN FEET 0 50 100 200
FOR 11"X17" 1"=200'

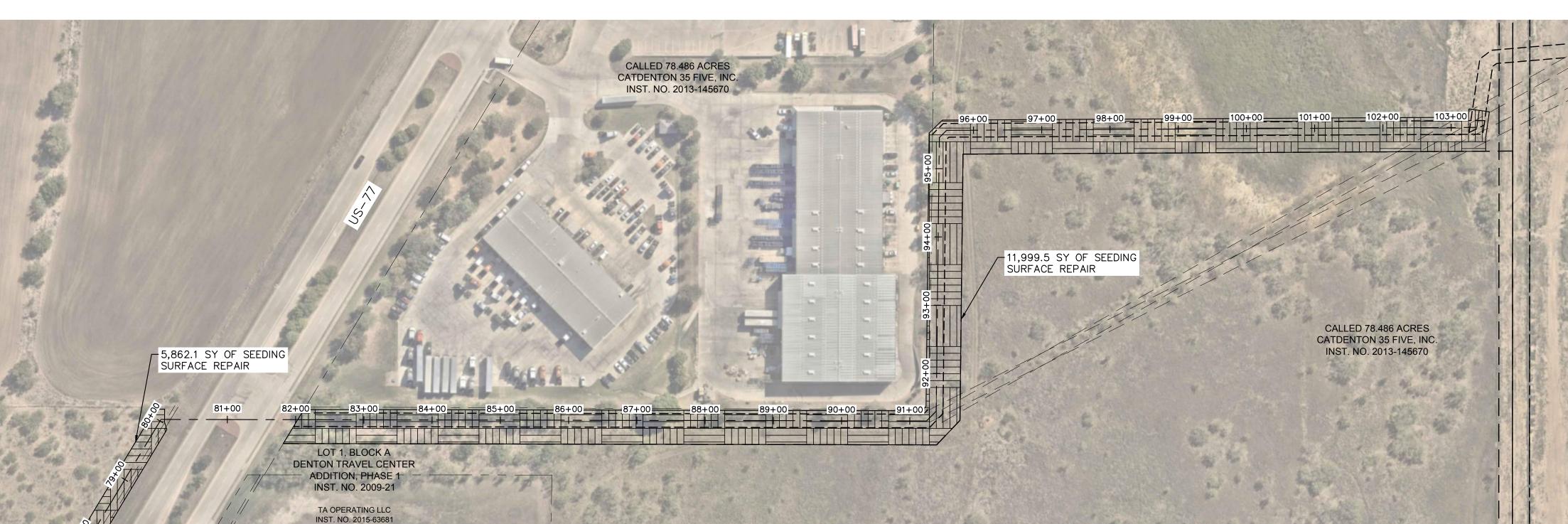
SURF 2 OF

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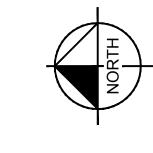


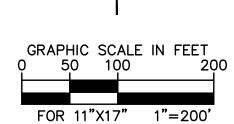






MATCHLINE 9 THIS SHEET

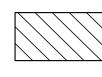




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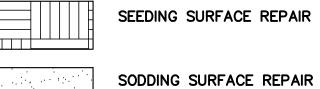
LEGEND

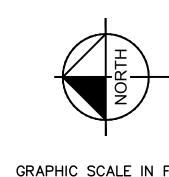


ASPHALT PAVEMENT REPAIR (RE: A/65)



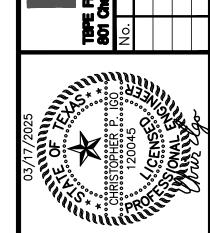
CONCRETE PAVEMENT REPAIR (RE: B/65)





GRAPHIC SCALE IN FEET 0 50 100 20 FOR 11"X17" 1"=200'





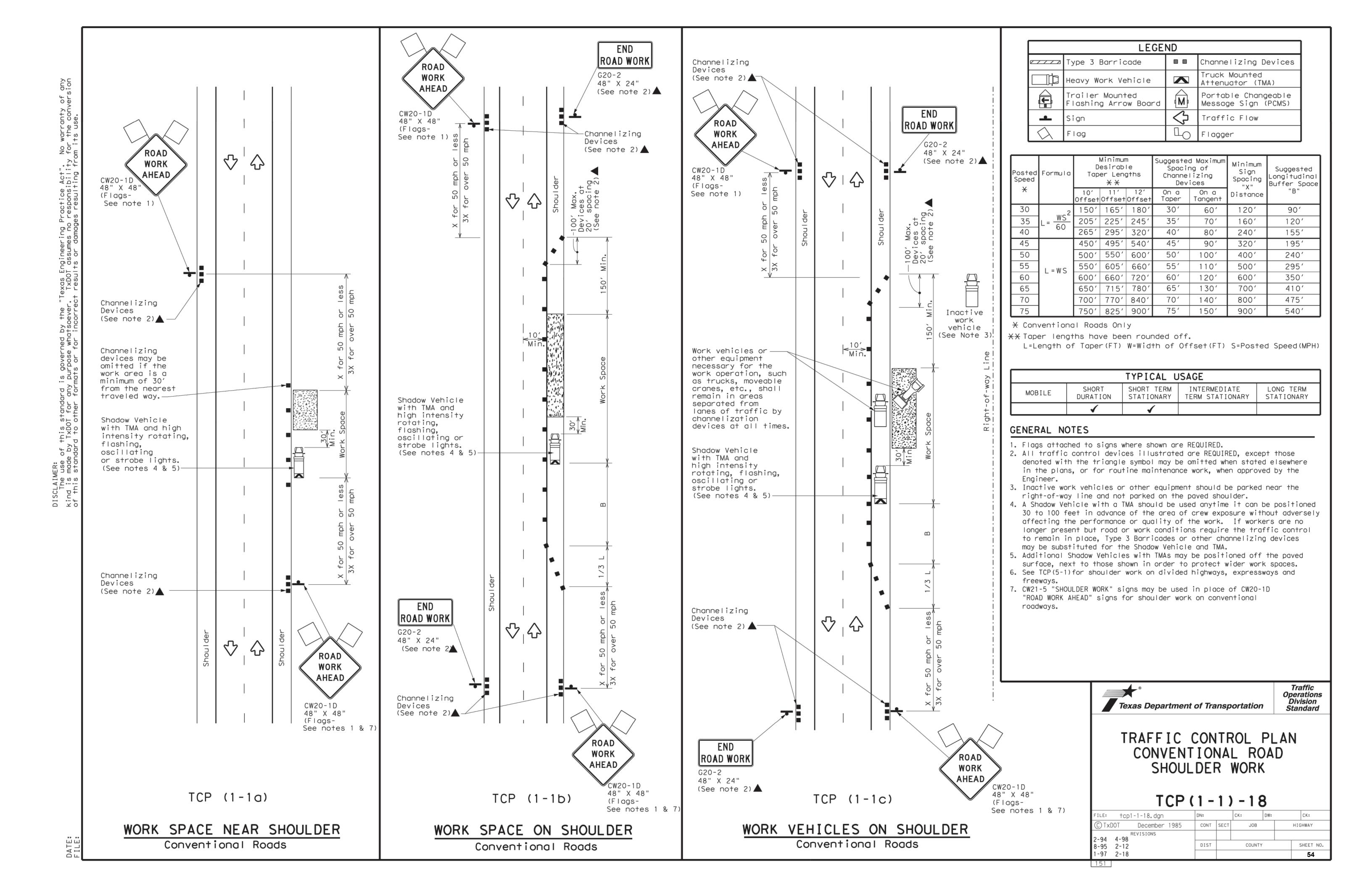


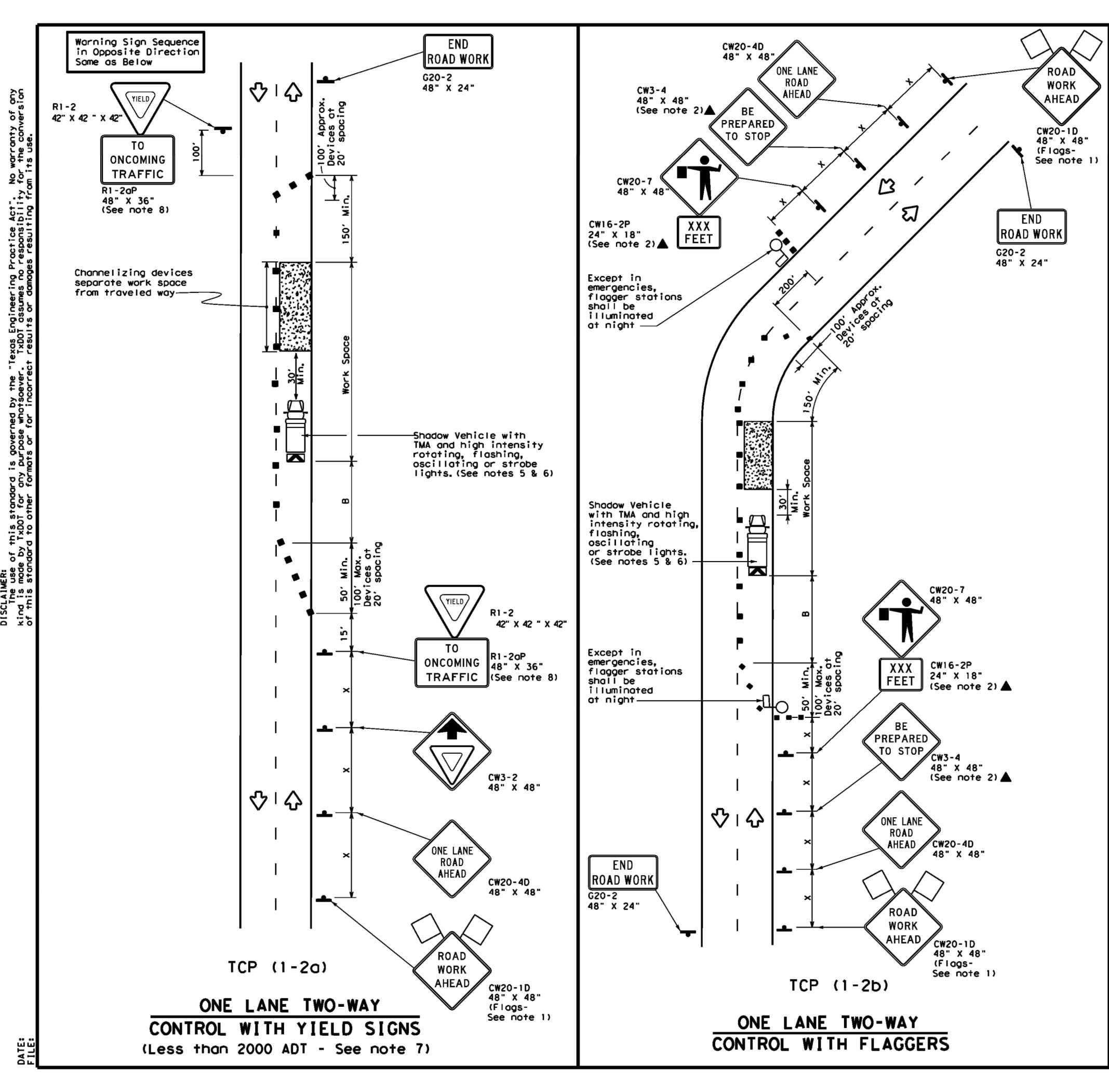
5

SURE 3 OF 3

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CPI		DESIGN:
2025	MARCH 2	DATE:

SHEET





LEGEND										
	Type 3 Barricade	••	Channelizing Devices							
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)							
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)							
4	Sign	♡	Traffic Flow							
\Diamond	Flag	Ф	Flagger							

Speed	formula	D	Minimur esirab er Len **	le	Spaci: Channe		Minimum Sign Spacing "X"	Suggested Longitudinal Buffer Space	Stopping Sight Distance
*		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	-B"	
30	2	150'	165'	1801	30'	60′	120'	90,	2001
35	L = WS ²	2051	225′	245'	35′	70′	160′	120′	2501
40	60	2651	295′	3201	40′	80'	240'	155′	3051
45		450′	495′	5401	45′	90'	320'	195'	360′
50		500′	550′	6001	50′	100′	4001	240′	425'
55	L=WS	550'	6051	6601	55′	110'	500′	295′	4951
60	L-#3	600'	6601	7201	60,	120'	6001	350′	570′
65		6501	715'	780′	65′	130'	700′	410′	6451
70		7001	770'	8401	701	140′	8001	475′	730′
75		7501	8251	9001	75′	150′	900'	540'	820'

* 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 DURATION		SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY					
	1	1							

GENERAL NOTES

- 1. Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be amitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- 3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- 4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- 5. A Shadow 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 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.
- 6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- 7. 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 one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- 8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- 9. Flaggers should use two-way radios or other methods of communication to control traffic.
 10. Length of work space should be based on the ability of flaggers to communicate.
- 11. 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).
- 12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- 13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.



TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	CN‡		CK:	DWt	CK:	
© TxDOT December 1985	CONT	SECT	JOB		HIGHWAY	
4-90 4-98						
2-94 2-12	DEST		COUNTY	-	SHEET NO.	
1-97 2-18					55	

THE CITY OF DENTON, TEXAS **PLANS FOR THE:**

IH-35 SPLIT TO MILAM PHASE 2

MILAM/CLEAR CREEK BASIN **GRAVITY SEWER**

IFB NO. 7968-005

VOLUME 2 PLAN SET

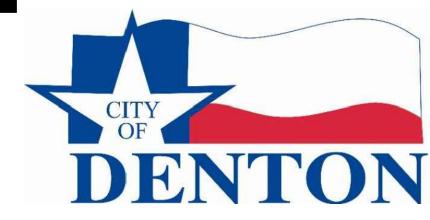
TxDOT Project CCSJ 0195-02-074 & ROW CSJ 0195-02-079 TxDOT Project CCSJ 1059-01-047 & ROW CSJ 1059-01-048

PROJECT AREA 1173 UNIVERSITY Location Map

Kimley» Horn

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

FEBRUARY 2025



CITY OFFICIALS:

MAYOR	GERARD HUDSPETH
COUNCIL MEMBERS:	
DISTRICT 1	VICKI BYRD
DISTRICT 2	BRIAN BECK
DISTRICT 3	PAUL MELTZER
DISTRICT 4	JOE HOLLAND
AT LARGE PLACE 5	BRANDON MCGEE
AT LARGE PLACE 6	CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES

DIRECTOR OF CAPITAL PROJECTS

PROJECT MANAGER, CAPITAL PROJECTS

SHAWN MESSICK

STEPHEN GAY

TREVOR CRAIN

- 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.
- 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

*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

TxDOT General Notes

- 1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER
- 2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT
- WORK WITHIN THE STATE RIGHT OF WAY.

(CHRISTOPHER IGO, P.E. #120045)

Surface Repair Sheets

Erosion Control Plans

SHEET INDEX:

6 - PROJECT SEQUENCING

3 - PROJECT CONTROL AND BENCHMARKS

5 - UTILITY ABANDONMENT (SHEET 1 OF 1)

19 - PROPOSED 8IN SANITARY SEWER D2 STA 0+00 - END

20 - PROPOSED 16IN WATER LINE B STA 0+00 - END

30 - BORDER COWBOY LIFT STATION DEMOLITION LAYOUT

General Sheets

Sewer Sheets

Water Sheets

Standard Details

21 - CITY STANDARD DETAILS 1 22 - CITY STANDARD DETAILS 2 23 - CITY STANDARD DETAILS 3

24 - CITY STANDARD DETAILS 4 25 - CITY STANDARD DETAILS 5

26 - CITY STANDARD DETAILS 6

27 - CITY STANDARD DETAILS 7

28 - EROSION CONTROL DETAILS

31 TA LIFT STATION DEMOLITION LAYOUT

32 - LIFT STATION DEMOLITION DETAILS

33 - EROSION CONTROL PLAN 1 OF 3

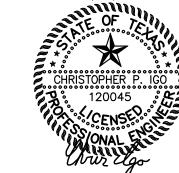
34 - EROSTON CONTROL PLAN 2 OF 3

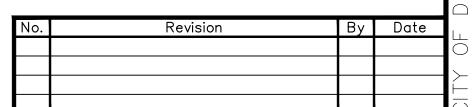
35 - EROSION CONTROL PLAN 3 OF 3

36 - PROPOSED SURFACE REPAIR 1 OF 3 37 - PROPOSED SURFACE REPAIR 2 OF 3 38 - PROPOSED SURFACE REPAIR 3 OF 3

Traffic Control Plan

39 - TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK 40 - TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL





GENERAL NOTES:

- 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. 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.
- 7. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
- 8. 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.
- 9. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
- 10. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING
- 11. 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 AFTIER 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.
- 12. 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.
- 13. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
- 14. 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.

LEGEND:

 \bowtie

-----x" ss ------ EXISTING SANITARY SEWER LINE

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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
- 19. 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.
- 20. 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.
- 21. 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.
- 22. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
- 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
- 24. A MINIMUM COVER OF THREE AND ONE HALF (3.5) 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.
- 25. 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°
- 26. CONTRACTOR SHALL ADHERE TO TCEQ RULES FOR POTABLE WATER AND SANITARY SEWER MINIMUM SEPARATION CHAPTERS 217 AND 290.
- 27. 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.
- 28. 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.

CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID. 30. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED

29. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND

- 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
- 36. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
- 37. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
- 38. 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 (THOMAS WITTMIS/940-349-7128), THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION.
- 39. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS
- 40. 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.
- 41. 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
- 42. 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 AND SHOWN ON THE DETAILS.

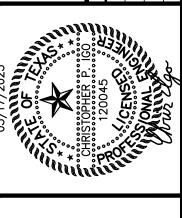
PROJECT SPECIFIC NOTES:

- 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. 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.

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
- 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).







0 0

SHEET

OHE DME — EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC OHE CSV — EXISTING COSERV OVERHEAD ELECTIRC EXISTING CURB ----- EXISTING GUARD RAIL/PIPE FENCE EXISTING BRICK/WOODEN FENCE PROPOSED WATER/SEWER LINE PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC PROPOSED UNDERGROUND _____ OH ____ DENTON MUNICIPAL ELECTRIC RE: A/B REFERENCE FIGURE A ON SHEET B PROPOSED WATER/SEWER LINE IN STEEL CASING PIPE WATER/SANITARY SEWER LINE TO BE GROUT FILLED AND ABANDONED EXISTING WATER/SANITARY SEWER \times \times \times \times \times \times \times LINE PREVIOUSLY ABANDONED EXISTING WATER MANHOLE EXISTING WATER METER EXISTING FIRE HYDRANT -O-EXISTING POWER POLE

EXISTING LIGHT POLE

EXISTING SEWER MANHOLE

EXISTING WATER ISOLATION VALVE

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 UTILITY MARKER

EXISTING ASPHALT PAVEMENT

EXISTING GRAVEL PAVEMENT

EXISTING GRAVEL AND ASPHALT PAVEMENT

EXISTING TXDOT PARCEL NUMBER

GRAPHIC SCALE IN FEET

MATCHLINE THIS SHEET

LEGEND

//////////////////// PROPOSED UTILITY LINE REMOVAL

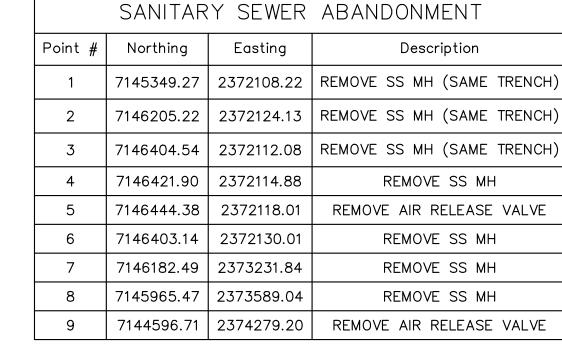
<<pre><<pre><<pre><<pre>PROPOSED UTILITY GROUT FILL AND ABANDON PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.

SHEET NOTES:

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



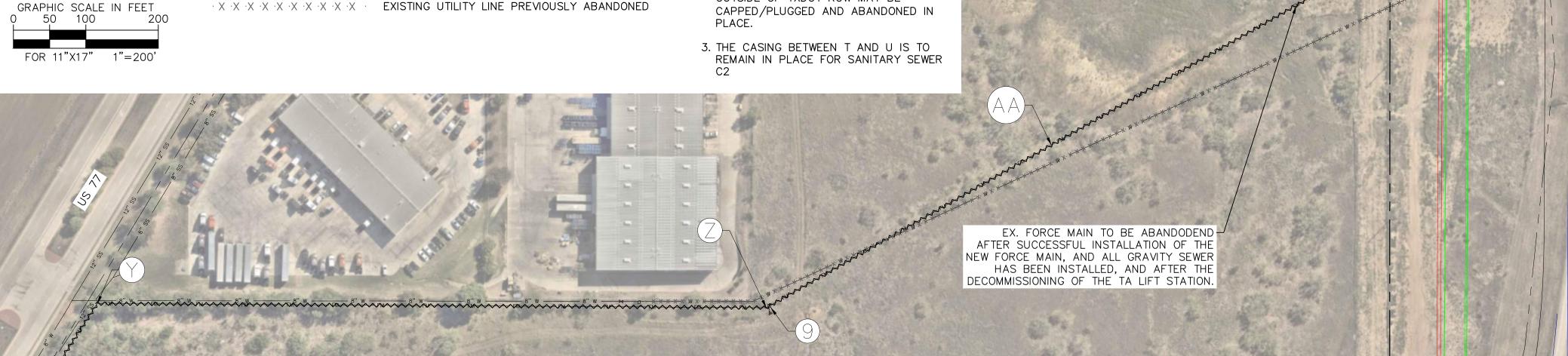
WATER LINE ABANDONMENT					
Point #					
10	7146425.46	2372158.34	REMOVE 16" GATE VALVE		
11	7146463.37	2372120.03	REMOVE 16" GATE VALVE		
12	7146465.85	2372107.95	REMOVE FH		

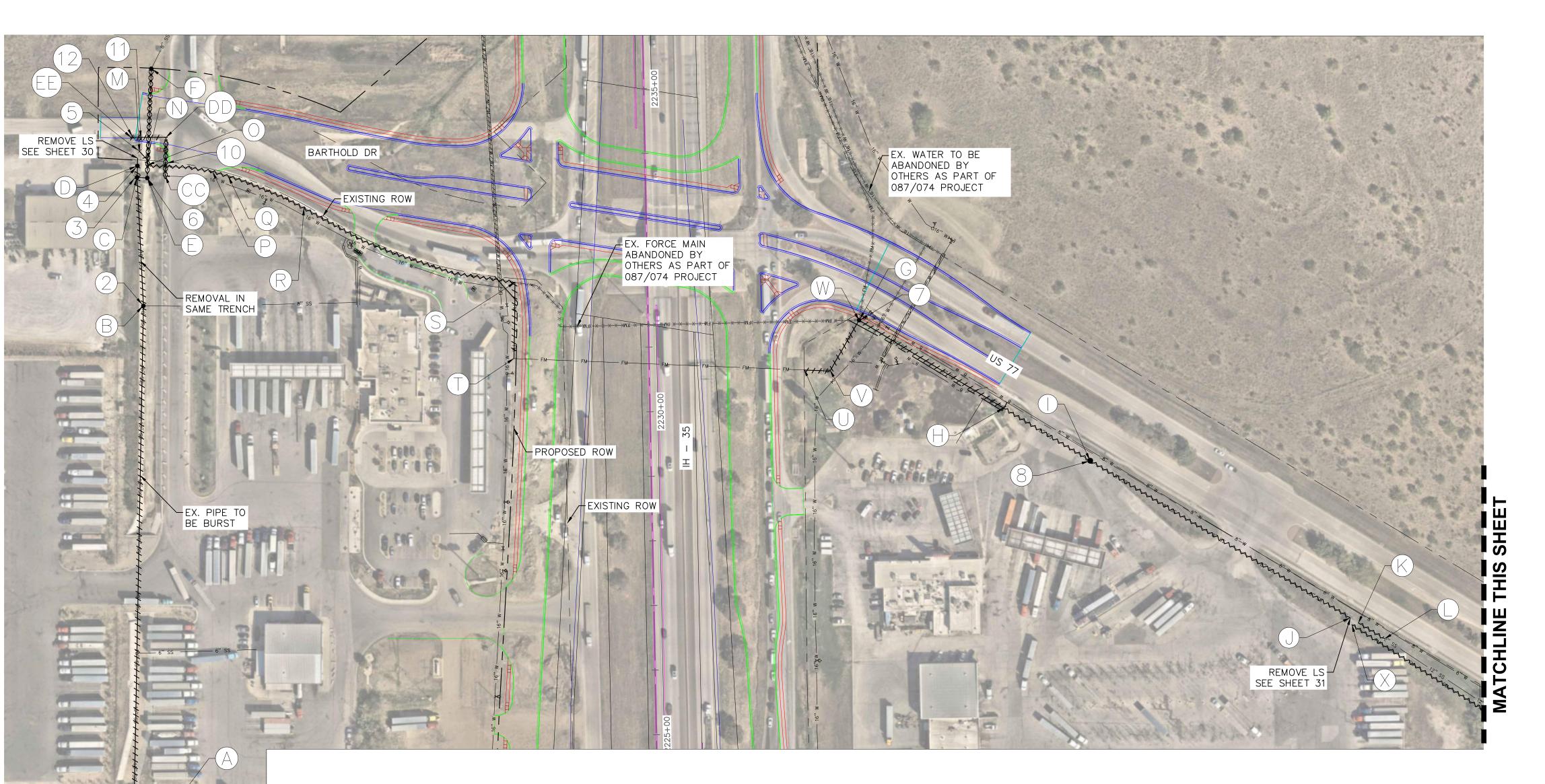
SANITARY SEWER LINE ABANDONMENT					
Begin	End	Length	Description		
Α	В	856'	REMOVE BY PIPE BURST		
В	С	199'	REMOVE 10" SS PIPE (SAME TRENCH)		
С	E	16'	REMOVE 8" SS PIPE		
О	D	18'	REMOVE 12" SS PIPE		
E	F	169'	GROUT FILL AND ABANDON 8" SS PIPE		
G	Н	262'	REMOVE 8" SS PIPE		
Н	I	157'	ABANDON IN PLACE 8" SS PIPE		
1	J	470'	ABANDON IN PLACE 8" SS PIPE		
K	L	48'	ABANDON IN PLACE 12" SS PIPE		

FORCE MAIN ABANDONMENT					
Begin	End	Length	Description		
AA	BB	453'	ABANDON IN PLACE 8" FM		
М	N	18'	REMOVE 6" FM		
N	0	9'	REMOVE 6" FM		
0	Р	101'	GROUT FILL AND ABANDON 6" FM		
Р	Q	26'	ABANDON IN PLACE 6" FM		
Q	R	127'	ABANDON IN PLACE 6" FM		
R	S	349'	ABANDON IN PLACE 6" FM		
S	Т	118'	REMOVE 6" FM		
U	٧	40'	REMOVE 6" FM		
V	W	89'	REMOVE 6" FM		
X	Υ	344'	ABANDON IN PLACE 8" FM		
Υ	Z	924'	ABANDON IN PLACE 8" FM		
Z	AA	453'	ABANDON IN PLACE 8" FM		

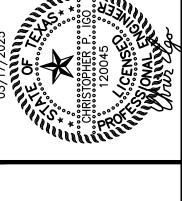
WATER LINE ABANDONMENT				
Begin	End	Length	Description	
CC	DD	60'	REMOVE 16" WL 16" WL PIPE	
DD	EE	54'	REMOVE 16" WL 16" WL PIPE	

\P\ 5		SCALE 100	E IN	FEET 20)O
R	11"	'X17"	1"	=200'	





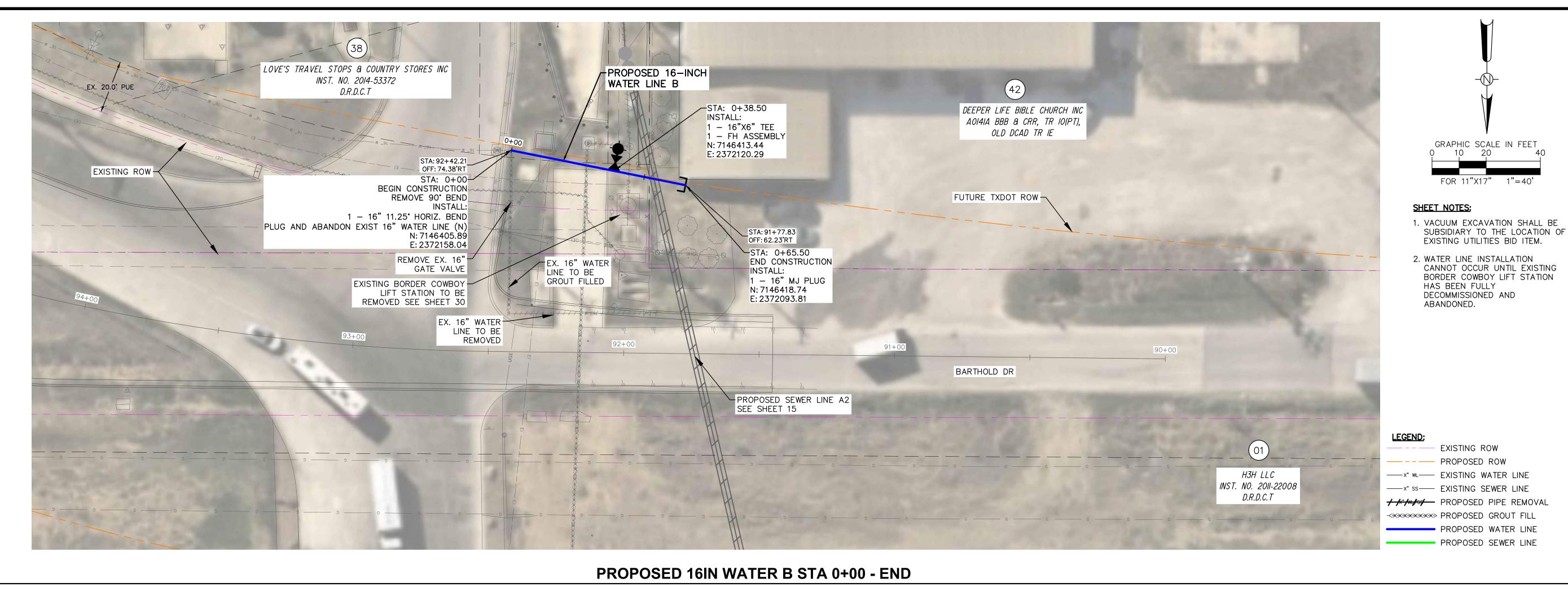
REMOVE AIR RELEASE VALVE

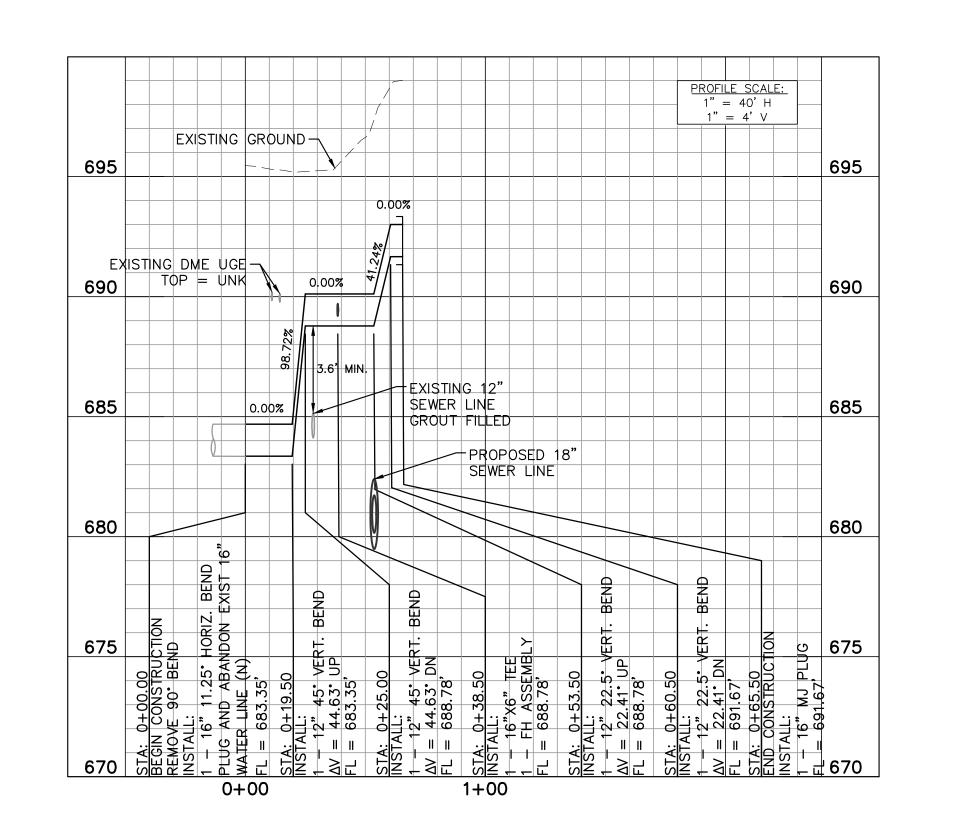


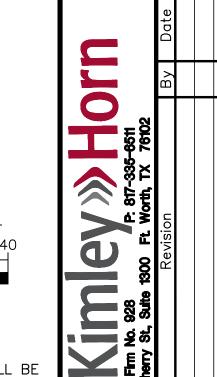


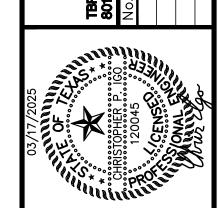


CPI	NDCH	JRA	061024063					
DESIGN:	DRAWN:	CHECKED:	KHA NO.:					
	SHE	EET	SHEET					











SPLIT TO MILAM PHASE 2
SER ROAD LIFT STATION

PROPOSED 16IN WATER B STA 0+00 - END

DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

20

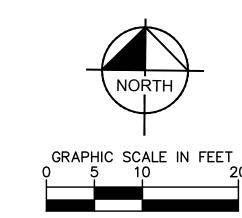
LEGEND

PROPOSED UTILITY LINE REMOVAL

PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

·X ·X ·X ·X ·X ·X ·X ·X ·X · EXISTING UTILITY LINE PREVIOUSLY ABANDONED

PROPOSED REMOVALS



IF PLAN SHEET IS 11" x 17", SCALE IS 1" = 20'

NOTES:

- 1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON (RUSTY WILLARD, 940—349—8601) REGARDING LOCATION FOR DELIVERY OF SALVAGED ITEMS. NO SEPARATE PAYMENTS SHALL BE MADE FOR DELIVERY OF SALVAGED ITEMS.
- 2. REMOVE ALL FENCES AND TREES IN ACCORDANCE WITH SPECIFICATION SECTION 31 11 00 CLEARING. REMOVE AND ABANDON ALL INDICATED UTILITIES IN ACCORDANCE WITH SECTION 02 41 14.
- 3. UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES CONTRACTOR SHALL HYDROMULCH ALL DISTURBED AREAS (~50 SY).
- 4. CONTRACTOR SHALL COORDINATE WITH CITY TO REMOVE EXISTING FENCES AND TO SECURE ANY OPENINGS CAUSED BY FENCE REMOVAL.

TABLE 1: REMOVAL		
NAME	DESCRIPTION (THE FOLLOWING ITEMS TO BE SALVAGED AND RETURNED TO THE CITY)	
1	CONTROL PANEL TO BE REMOVED	
2	LIFT STATION AND SLAB TO BE REMOVED, RE: 1/48	
3	VALVE VAULT TO BE ABANDONED, RE: 2/48	
4	ELECTRIC SERVICE POLE TO BE REMOVED	
5	AIR RELEASE VALVE TO BE REMOVED	
6	ELECTRIC SERVICE POLE TO BE REMOVED	
7	SERVICE LINE TO BE RECONNECTED TO NEW SEWER LINE. CLEANOUTS TO BE RELOCATED.	







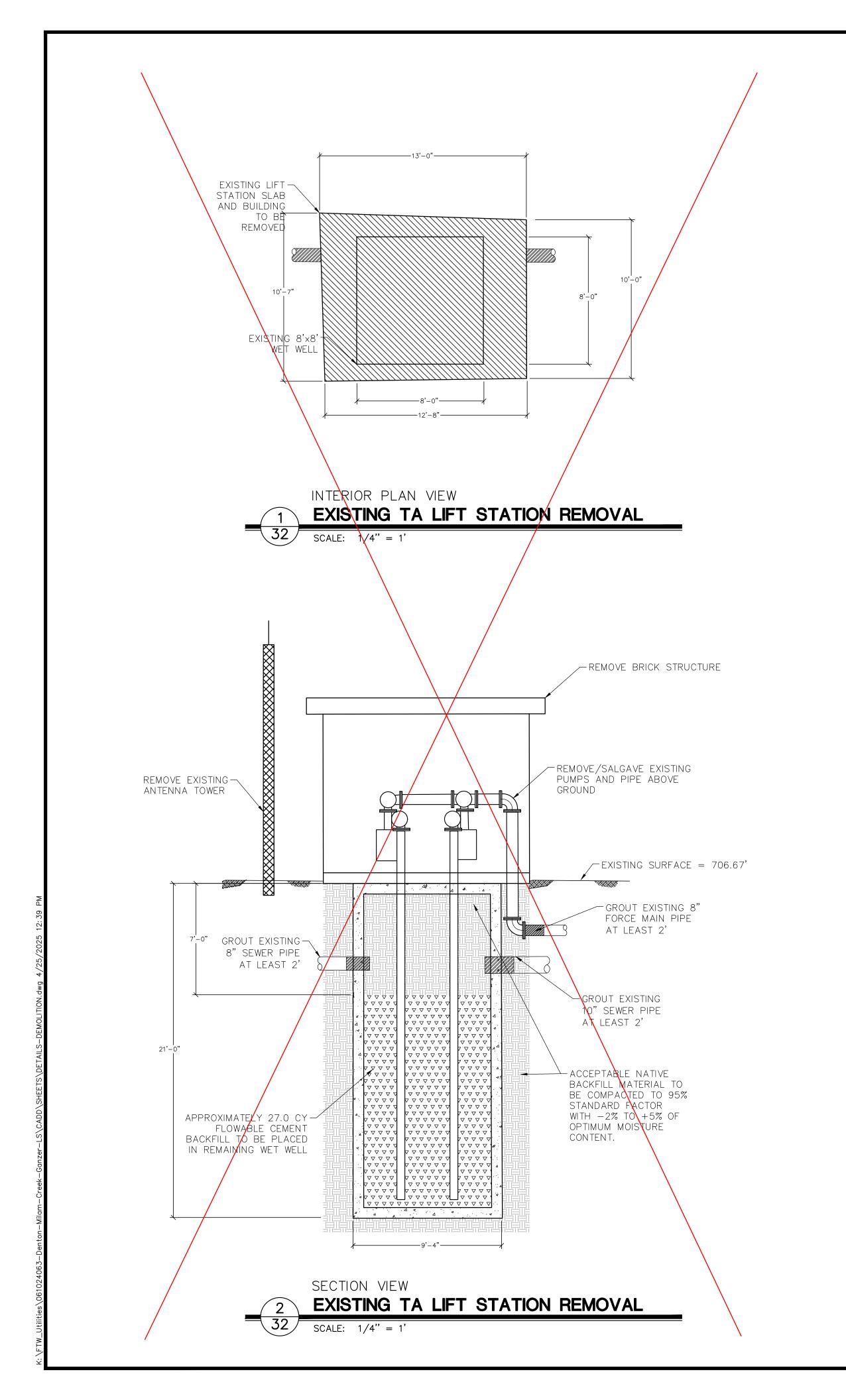
H-35 SPLIT TO MILAM PHAS
GANZER ROAD LIFT STATIC

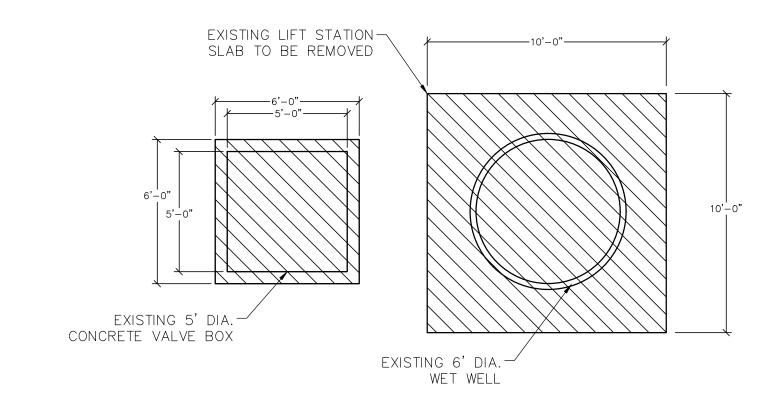
BORDER COWBOY LIFT STATION DEMOLITION LAYOUT

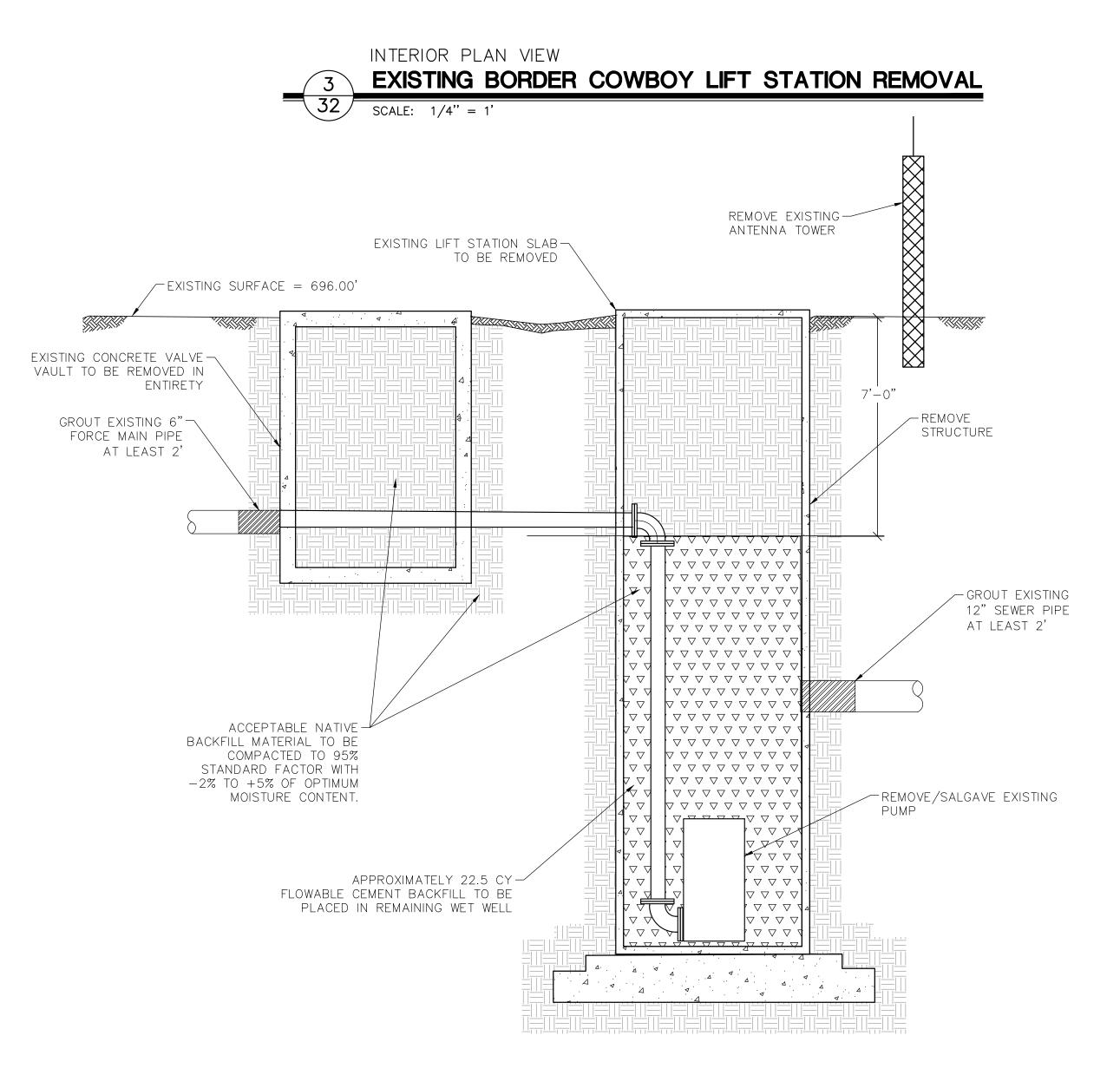
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

30













DENTON

MILAM PHASE 2

AD LIFT STATION

LIFT STATION
DEMOLITION DETAILS

JESIGN: CPI
JRAWN: NDCH
SHECKED: JRA
THA NO.: 061024063

SHEET

32

Attachment "B" Accounting Method

\boxtimes	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.

Attachment "C" Schedule of Work

Estimated Start Date (mm/dd/yyyy): 08/01/2025, 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): 480

Estimated Completion Date (mm/dd/yyyy): 03/24/2026

Initial	Date	Initial	Date
	TxDOT	Utilit	ty

Attachment "D" Statement Covering Contract Work

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 a utility engineering consultant.	
Date Initial Date	

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 <u>421</u> Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: I35 Split to Milam Phase II (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 \$751,100 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:

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 1 of 18

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

Amendments to Section 4, if any, are included in Attachment B.

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

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 2 of 18 (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

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 3 of 18 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

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 4 of 18 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.

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 7 of 18

- 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 it 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.
- I. 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

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 9 of 18 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 B.

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.

<u>SECTION 6</u> General Legal Provisions

Amendments to Section 6, if any, are included in Attachment B.

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:
 - Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
 - 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

City of Denton, Texas Standard Agreement for Engineering Related Design Services Revised Date: 9/6/18 Page 15 of 18 at the time the Engineer submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Engineer 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:

- 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 Engineer 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, Compensation, Project Schedule Attachment B - Amendments to Standard Agreement for Engineering Services

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.

ENGINEER KIMLEY-HORN AND ASSOCIATES, INC	CITY OF DENTON, TEXAS SARA HENSLEY, CITY MANAGER
BY: Dea Heirs 2507303EA77F421 AUTHORIZED SIGNATURE	BY:
John Atkins Printed Name:	ATTEST: ROSA RIOS, CITY SECRETARY DocuBigned by:
Title: 817-339-2272	BY:
PHONE NUMBER	
john.atkins@kimley-horn.com	APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY
EMAIL ADDRESS 2022-873387	BY: Marcella lunin
TEXAS ETHICS COMMISSION 1295 CERTIFICATE NUMBER	
	THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.
	Stephen D. Gay SIGNATURE PRINTED NAME
	Director
	TITLE
	Water Utilities
	DEPARTMENT

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement: I-35 – SPLIT TO MILAM PHASE 2 Scope of Services

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 I-35 – SPLIT TO MILAM PHASE 2 project under the Professional Service Agreement (7574-010).

Project Understanding

Under the first phase of the IH-35 utility Relocation contract, The CITY 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. This analysis indicated that the existing sewer infrastructure is undersized and would need to be upsized and rerouted to allow for several current proposed developments.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to provide a design for an approximately Three-Million Gallon per Day (3.27-MGD) regional sanitary sewer lift station, force main, and gravity sewer mains in order to promote the future development planned for the I-35 north west corridor and clear the conflicts identified with the I-35 TxDOT project. This lift station will be designed to allow for the abandonment of the Border-Cowboy and TA lift stations and be phased to allow for initial flows of 1,200 gallons per minute (gpm) up to 2,300 gpm.

The task descriptions listed below are in addition to the previously authorized items.

Task 1 Design Management

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

A. Project Management

- 1. Attend up to one additional meeting with City.
- 2. Prepare and execute up to two (2) additional subconsultant amendments.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

- 1. Site Investigation
 - a. Walk general alignment.

- b. Document alignment corridor with photographs.
- c. Note visible potential alignment, conflicts and issues.

2. 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. Revise roll plot maps to include full project limits
 - f. 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 six (6) 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. The previously provide geotechnical report will be amended and 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. 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 two (2) 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.

C. Preliminary Waterline and Sanitary Sewer Line Design

- 1. Visit the site to perform field verification of the survey.
- 2. Additional Preliminary plan and profile drawings preparation for approximately 1,800 linear feet of 20-inch through 6-inch water main 330 linear feet of 12-inch sanitary sewer force main, and 13,500 feet of 18-inch through 36-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, flowline of pipe, pipe material, embedment, length and construction method.

- e. 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.
- f. 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.

D. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

o ENGINEER will incorporate findings from additional field investigations into the previously authorized memorandum.

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 (table of contents)
 - iii. Geotech report (additional bores will be included in one report)
 - iv. NWP 12 Memo (additional findings included in memo)

v. 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. 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 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.

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. Additional assistance to the previously authorized scope items.

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Additional assistance to the previously authorized scope items.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Additional assistance to the previously authorized scope items.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Additional assistance to the previously authorized scope items.

Task 9 – PERMITTING

A. Permitting

- 1. Additional assistance to the previously authorized scope items.
- 2. Submit lift station plans to appropriate regulatory agencies: City, DME, TCEQ, and TDLR for review.
- 3. The City will be responsible for administration of Platting, Zoning and Obtaining building permits for the City of Denton. The ENGINEER will prepare exhibits as directed by City, including preliminary and final plat exhibits.

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 seven (7) 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 13,700 linear feet.
- b. Establish up to five (5) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
- 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 seven (7) permanent water line easements and up to seven (7) temporary construction easements.
- 2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISTION 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 six (6) 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 six (6) parcels.
- 3. Provide property negotiation services for up to six (6) 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 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 will be abandoned and replaced with a new Ganzer lift station. 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
 - Prepare and Submit a conceptual site plan for the proposed lift station replacement
 - b. System and Pump Curves
 - c. Wet Well Sizing
 - 1. Sized to accommodate existing flows and interim flows from Denton Commerce site, approximately 1,200 gpm. Will be designed to be expandable up to 2,300 gpm peak flow.
 - e. Site Access and Security per TCEQ
 - f. Flood Protection
 - h. Emergency Power (portable). Considerations will be made to add permanent backup generation if desired by City.
- 3. Prepare and Submit a conceptual site plan for the proposed lift station.

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 sizing for initial as well as future capacity, and station configuration.
- 2. Prepare electrical site layout
- 3. Coordination with primary electric provider for design
- 4. The following items may be considered for inclusion into the design:
 - a. Flow metering.
 - b. Control Narrative operational narrative of the pumps for normal, low flow and peak operations.
 - c. SCADA System.
 - d. City architectural requirements and City design preferences.
 - e. Geotechnical and structural requirements.
 - f. Site lighting requirements.

- g. Junction Structure/Manhole design for up to 4 structures for future phasing
- h. On-site generator considerations.
- i. Noise Control requirements.
- j. City landscaping requirements.
- k. City fencing requirements.
- 1. City storm drainage detention requirements.
- 5. 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
- 6. 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:
 - Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
 - 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), junction structures 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:
 - vi. Preliminary design plans (22"x34")
 - vii. Preliminary technical specifications (table of contents)
 - viii. 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:
 - ix. Preliminary design plans (22"x34")
 - x. Preliminary technical specifications (table of contents)
 - xi. 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 additional bidding assistance as previously authorized to aid in bidding the larger, combined lift station.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift station to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

A. Construction Phase Services

1. Provide additional construction phase services as previously authorized to aid in the larger, combined lift station.

Compensation

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed \$751,100** 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 **\$751,100**.

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	Task Amount
Task 1 – Design Management	\$5,500
Task 2 – Alignment Study	\$19,700
Task 3 – Preliminary Design	\$142,000
Task 4 – Final Design	\$98,600
Task 5 – Construction Contract Documents	\$4,600
Task 6 – Bid Phase Services	\$3,800
Task 7 – Construction Phase Services	\$6,600
Task 8 – Record Drawings Preparation	\$5,000
Task 9 – Permitting	\$50,200
Task 10 – Survey and Easements	\$80,100
Task 11 – Easement Acquisition Services	\$80,800
Task 12 – Conflict Analysis	N/A
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$26,000
Task 14 – Lift Station Prelim/Final Design	\$184,300
Task 15 – Lift Station Bid Phase Services	\$6,300
Task 16 – Lift Station Const. Phase Services	\$37,600

Totals:	\$751,100
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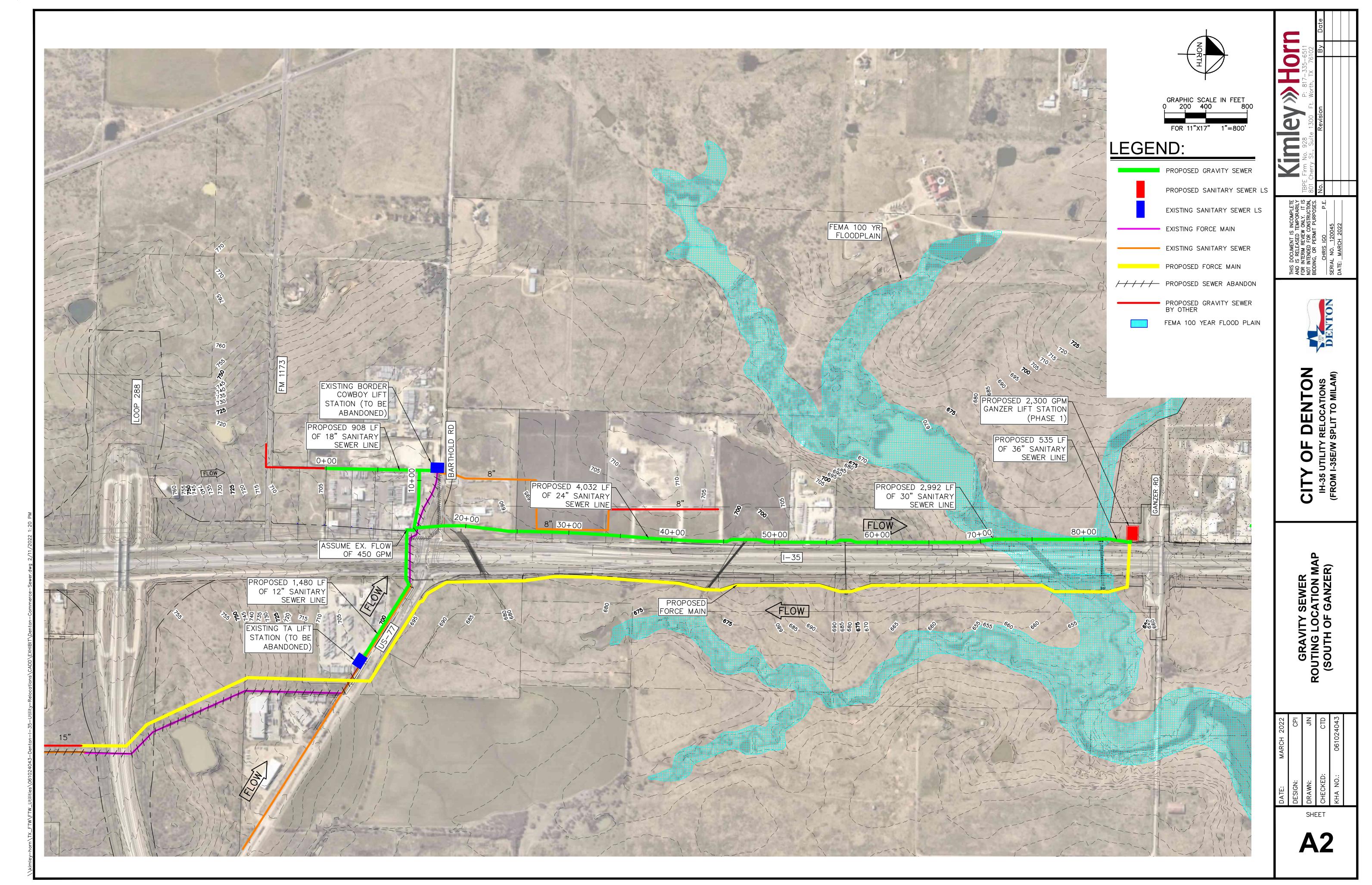
ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

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.

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



Date:



General Project Information

City of Denton Client:

IH-35 Utility Reloc (split to Milam) Project:

KHA No. **061024043** PM: Chris Igo

Task Bud	dget Summary				Task 700		Task 888		
No.	Task Name	Hours	Labor	E	xpenses	Of	fice Exp.	S	Subtotal
100	Design Mgmt	24	\$ 5,200			\$	300	\$	5,500
200	Align Routing-Esmt ID	84	\$ 18,800			\$	900	\$	19,700
201	Prelim Design	534	\$ 121,100	\$	15,300	\$	5,600	\$	142,000
202	Final Design	421	\$ 94,200			\$	4,400	\$	98,600
203	Contract Docs	24	\$ 4,400			\$	200	\$	4,600
204	Bidding Services	16	\$ 3,600			\$	200	\$	3,800
205	CCA	26	\$ 6,300			\$	300	\$	6,600
206	Record Drawings	22	\$ 4,700			\$	300	\$	5,000
207	Permitting	205	\$ 47,900			\$	2,300	\$	50,200
208	Survey and Easements	200	\$ 38,100	\$	40,200	\$	1,800	\$	80,100
209	Easement Acquisition	28	\$ 6,500	\$	74,000	\$	300	\$	80,800
210	Conflict Analysis								
213	LS PER	115	\$ 24,800			\$	1,200	\$	26,000
214	LS Prelim and Final Desi	630	\$ 139,300	\$	38,500	\$	6,500	\$	184,300
215	LS Bidding	26	\$ 6,000			\$	300	\$	6,300
216	LS CCA	121	\$ 25,400	\$	11,000	\$	1,200	\$	37,600
777	Contingency					\$	-		
	TOTALS:	2,476	\$ 546,300	\$	179,000	\$	25,800	\$	751,100

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

Project Buc	lget Sı	ummary
Labor:	\$	546,300
Expenses:	\$	204,800
TOTAL:	\$	751,100



General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milam

KHA No: **061024043** PM: **Chris Igo**

Task Effort Summary

Labor: \$ 5,200

Expenses: \$ Allocation: \$ 300

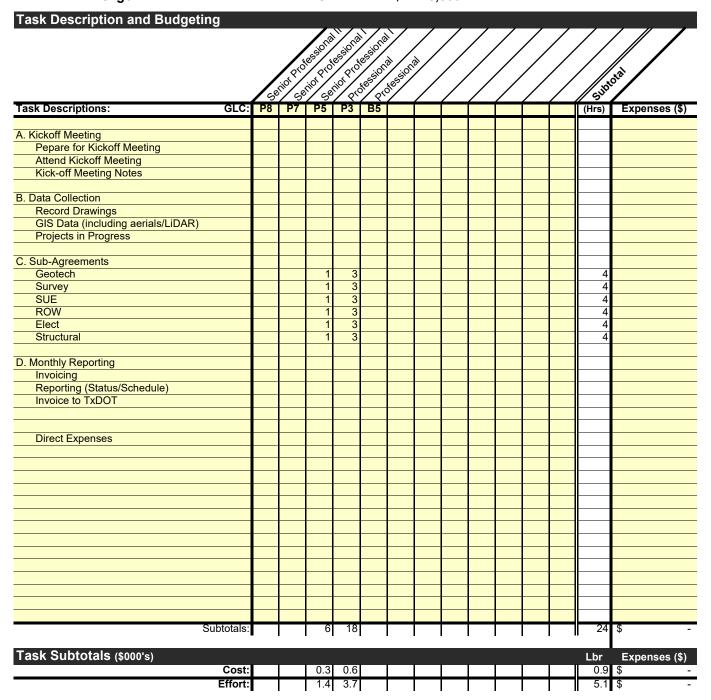
TOTAL: \$ 5,500

Date:

Task Information
Number: 100

July 1, 2019

Name: Design Mgmt





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milam

KHA No: **061024043** PM: **Chris Igo**

Task Effort Summary

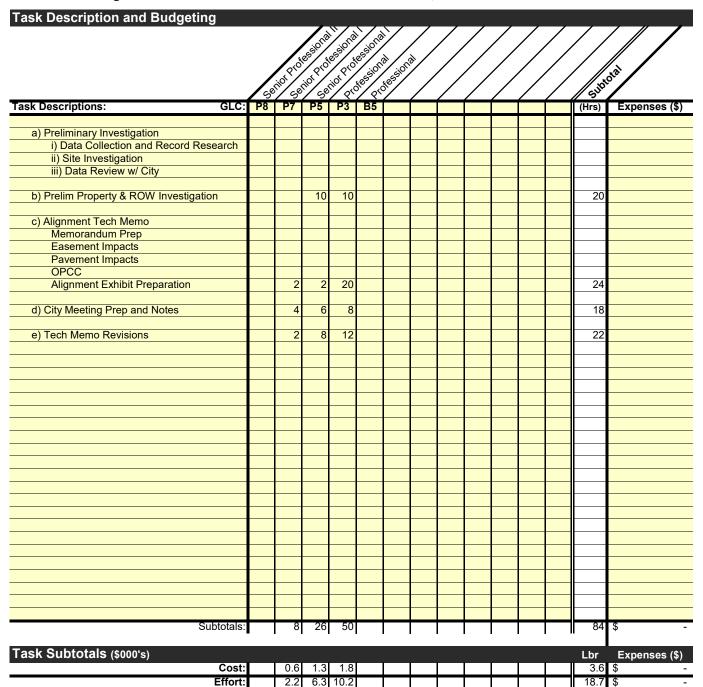
Labor: \$ 18,800

Expenses: \$ -Allocation: \$ 900 TOTAL: \$ 19,700 Date:

Task Information

Number: 200 Name: Align Routing-Esmt ID

July 1, 2019





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milan

KHÁ No: 061024043 PM: Chris Igo

Task Effort Summary

Labor: \$ 121,100 Expenses: \$ 15,300

Allocation: 5,600 TOTAL: 142,000

Date: Task Information

Number: 201

July 1, 2019

Name:

Prelim Design Task Mgr:

Task Description and Budgeting			10	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\										
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		21 21 25 EST	id Pic		i esidi			//	//	//	//	//	Sub	Cotal
Task Descriptions: GLC	် P8	් / ශි P7	ි/ ශි P5	P3	B5	2/							(Hrs)	Expenses (\$
a) Dealineir and Daging														
a) Preliminary Design i) Field Verification			40	40									40	
		8	_										40	
ii) Prelim WL/SS/RC Layout			10	10									20	
iii) Prelim WL/SS/RC Plans Cover Sheet													4	
				2										
Control Sheets (2)				2									2	
Overall WL Layout Sheet			1	2									3	
Overall SS Layout Sheet			1	2									3	
P&P (FM/SS) ~ 25sheets (.5/2/4/8)		50	100	200									350	
		50	100	200									330	
iv) TCP v) Franchise Utility Coord														
vi) Con Notos/Indov/Logard													 	
vi) Gen Notes/Index/Legend													 	
vii) City Std Dtls viii) WL Connection Dtls													 	
													 	
ix) Prelim Tech Specs				_									4.4	
x) OPCC		2	4	8									14	
xi) deliverables			4	6									10	
xii) Meetings													l	
(1) Kickoff Meeting		4	4										12	
(2) On-Site Meeting		8											24	
(3) Prelim Plan Review Meeting		4	4	5									13	
b) design survey	see s	survey	& eas	semer	nts tas	k								
A second selection of the selection of				_		0							4.4	* 0.00
c) geotechnical engineering		2	4	8		Geot	ech - (CIVIJ					14	\$ 9,90
d) Subsurface Utility Engineering			2	4		SHE	- Rios						6	\$ 4,00
d) Substitute Stillty Engineering						OOL	- 11103						- U	Ψ 4,00
f) easement instruments (7)	See	surve	/ & ea	seme	nts tas	k k								
i) edeement met amente (i)	- 000	T .	1		I									
g) Tunnel/Bore Design														
h) Meter Vault Station Design														
i) PRV Vault Design														
1) I IV Vault Design														
2.5 NWP 12 Memo (additional length)		5	5	5									15	
QC and Review with Client		1	1	5									7	
Submit to Client		<u>'</u>		1									1	
Submit to Cilent				-									l '	
													1	
													1	
													11	
													1	



General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: 061024043 PM: Chris Igo

Task Effort Summary

Labor: \$ 121,100 Expenses: 15,300

Date:

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

July 1, 2019

Task Mgr:

Allocation: 5,600 TOTAL: 142,000 **Task Description and Budgeting**

		csi	ill ce	ilo / ce	inol St	50°/ 21	567	/	/	/	/		Subt	9/
Task Descriptions:	GLC:	P8	P7	P5	Р3	В5							(Hrs)	Expenses (\$)
	Subtotals:		84	164	286							l	534	\$ 13,900
Took Cubtotale (2000)														- (4)
Task Subtotals (\$000's)													Lbr	Expenses (\$)
	Cost:		6.1	8.1	10.2								24.4	\$ 13,900

Task Subtotals (\$000 s)								LDI	Expen	1562 (á)
Cost:	(3.1 8.	1 10.2					24.4	\$	13,900
Effort:	22	2.9 39.	6 58.6					121	\$	15.300



General Project Information

City of Denton Client:

Project: IH-35 Utility Reloc (split to Milan

KHÁ No: 061024043 PM: Chris Igo

Task Effort Summary

\$ 94,200 Labor:

Expenses: \$ Allocation: \$ 4.400 TOTAL: 98,600 Date:

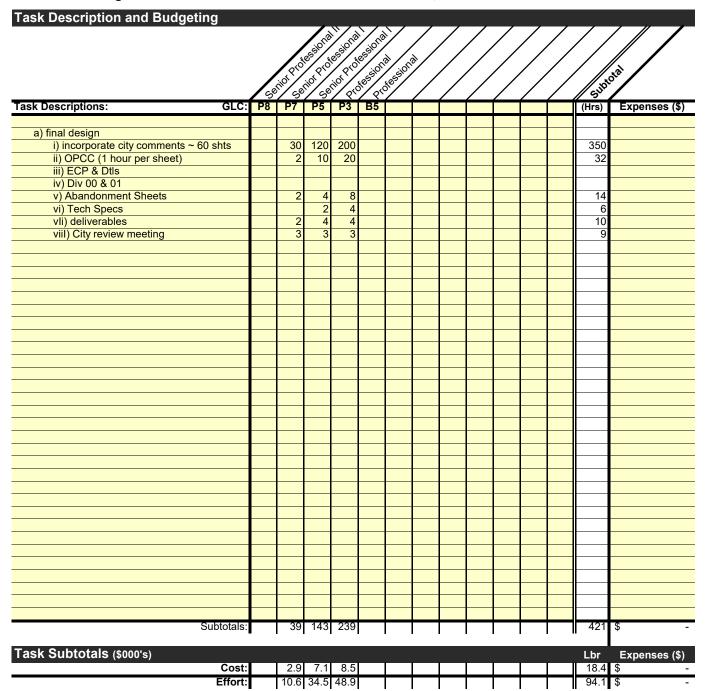
Task Information 202

July 1, 2019

Final Design Name:

Task Mgr:

Number:





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milan

KHÁ No: 061024043 PM: Chris Igo

Task Effort Summary

Labor: \$ 4,400 Expenses: \$

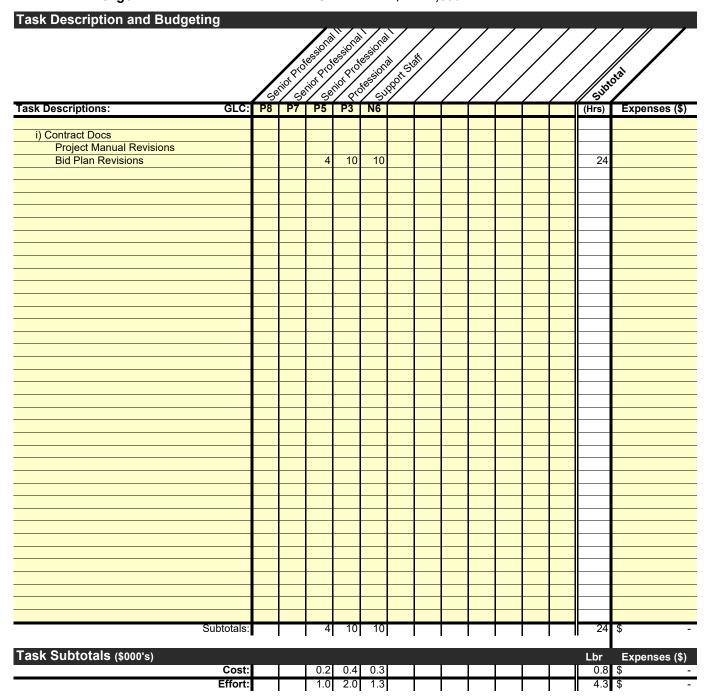
200 Allocation: \$ TOTAL: 4,600

Date: Task Information

203 Number:

July 1, 2019

Name: **Contract Docs** Task Mgr:





General Project Information

City of Denton Client:

Project: IH-35 Utility Reloc (split to Milan

KHA No: 061024043 PM: Chris Igo

Task Effort Summary

\$ Labor: 3,600 **Expenses:** \$

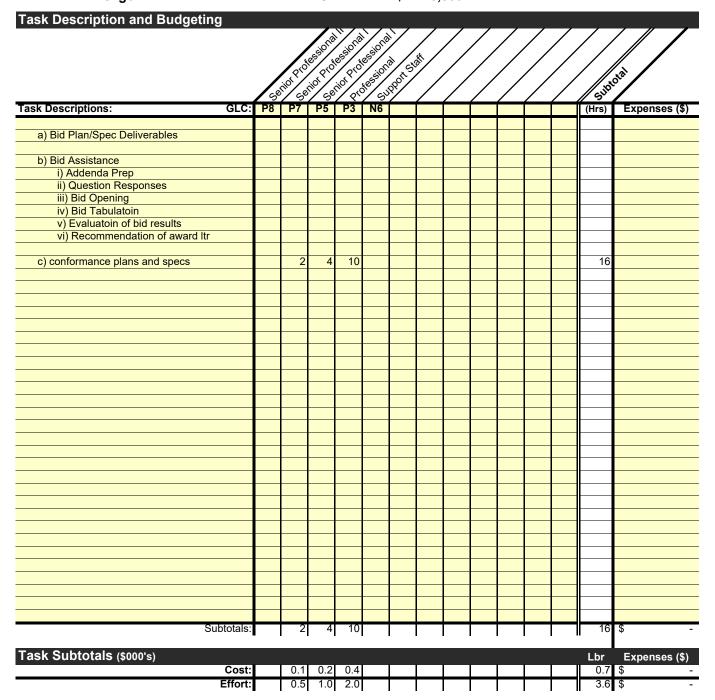
200 Allocation: \$ TOTAL: 3,800

Date: **Task Information**

204 Number:

July 1, 2019

Name: **Bidding Services** Task Mgr:





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

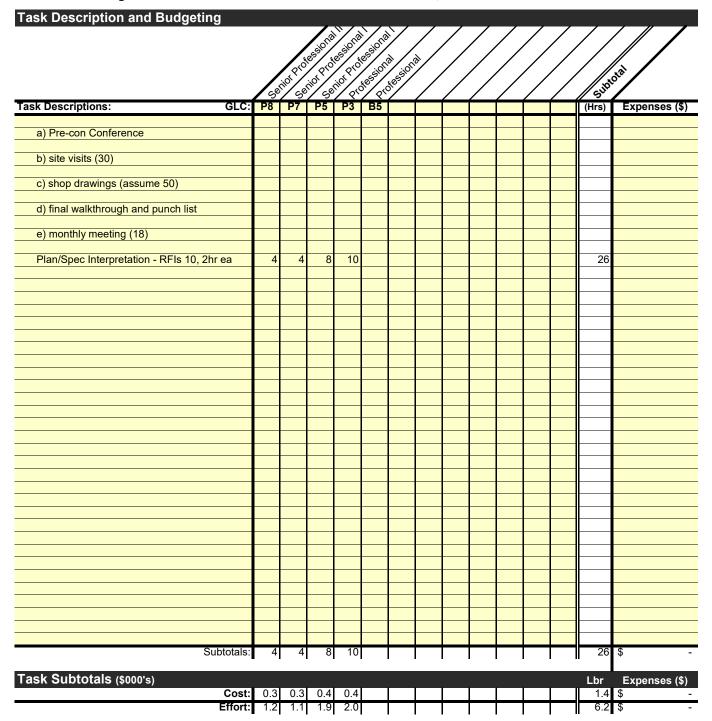
Task Effort Summary

Labor: \$ 6,300 Expenses: \$ -

Allocation: \$ 300 TOTAL: \$ 6,600 Date:

Task Information
Number: 205
Name: CCA

July 1, 2019





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milan

KHÁ No: 061024043 PM: Chris Igo

Task Effort Summary

Labor: \$ 4,700

Expenses: \$ 300 Allocation: \$ TOTAL: 5,000

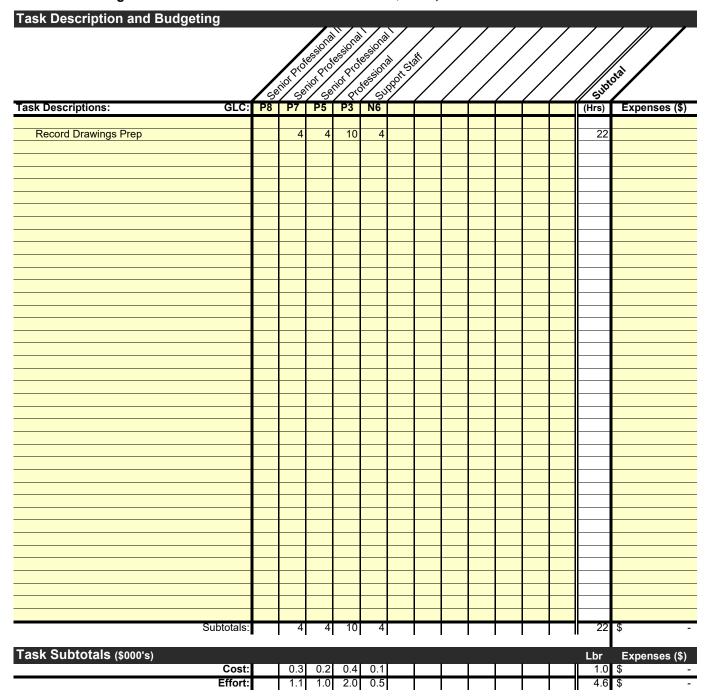
Date:

July 1, 2019

206

Task Information Number:

Record Drawings Name: Task Mgr:





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milan

PM:

Task Effort Summary

Labor: \$ 47,900

Expenses: \$ Date:

Task Information 207 Number: Name: **Permitting**

July 1, 2019

KHÁ No: 061024043 2,300 Allocation: Task Mgr: TOTAL: 50,200 Chris Igo **Task Description and Budgeting**

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			RIO CO	iot/	ild .	SES OF	d design	//	//	//	//	//	//	Subt	ota
Task Descriptions:	GLC:	ල් P8	/ ශ් P7	6 / 10 / 10 / 10 / 10 / 10 / 10 / 10 / 1	P3	B5								(Hrs)	Expenses (\$)
a) TxDOT UIR Permit			2	10	10									22	
	_														
b) Coordinate Utility Agreement w/TxDO) [6	10	20									36	
c) Franchise Utility Coordination			2	6	10									18	
d) Platting															
PDM Meeting Coordination with Survey Sub			3	3	3									9 5	
Drainage Area Map and Calcs			10	25	20									55	
Coordination with Dev Ser			2	20										22	
Address Plat Comments Coordinate Filing			5 2	15 6	10									30 8	
Coordinate Filing				0										0	
														1	
														1	
														1	
Subf	totals:		33	99	73									205	

Subtotals: 205 \$ Task Subtotals (\$000's) Lbr Expenses (\$) Cost:



General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

Task Effort Summary

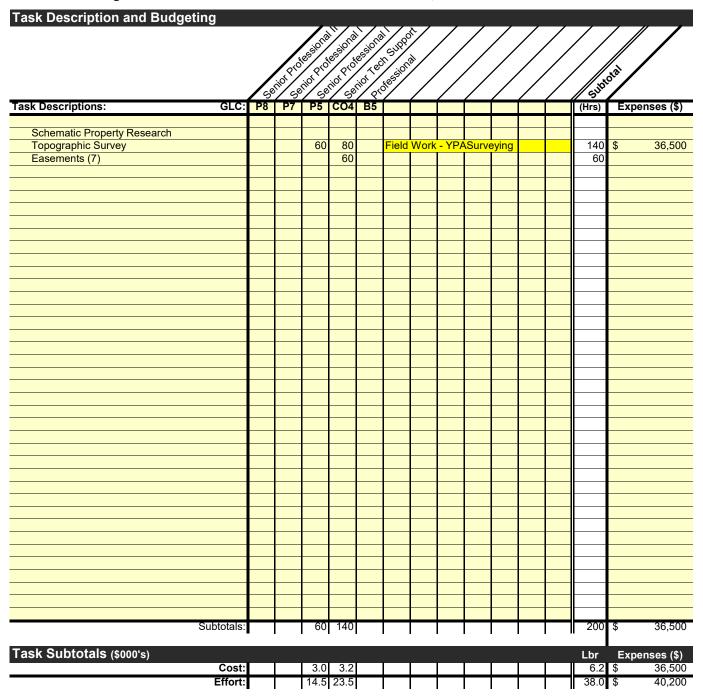
Labor: \$ 38,100 Expenses: \$ 40,200

Allocation: \$ 1,800 TOTAL: \$ 80.100 Date:

July 1, 2019

Task Information
Number:

Number: 208
Name: Survey and Easements





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHA No: **061024043** PM: **Chris Igo**

Task Effort Summary

Labor: \$ 6,500 Expenses: \$ 74,000

Allocation: \$ 300 TOTAL: \$ 80,800 Date:

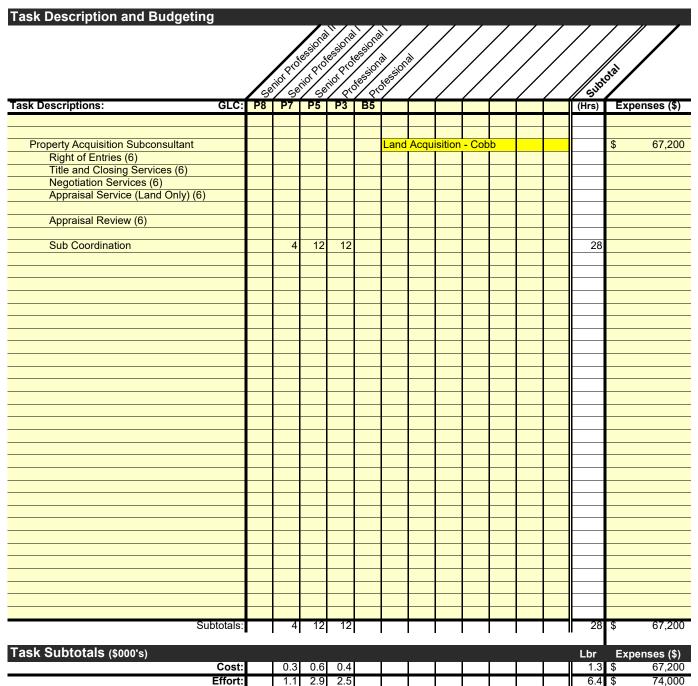
Task Information

July 1, 2019

Number: 209

Easement Acquisition

Name: **E** Task Mgr:





General Project Information

Client: **City of Denton** Project: IH-35 Utility Reloc (split to Milan

KHÁ No: 061024043 PM: Chris Igo

Task Effort Summary Labor:

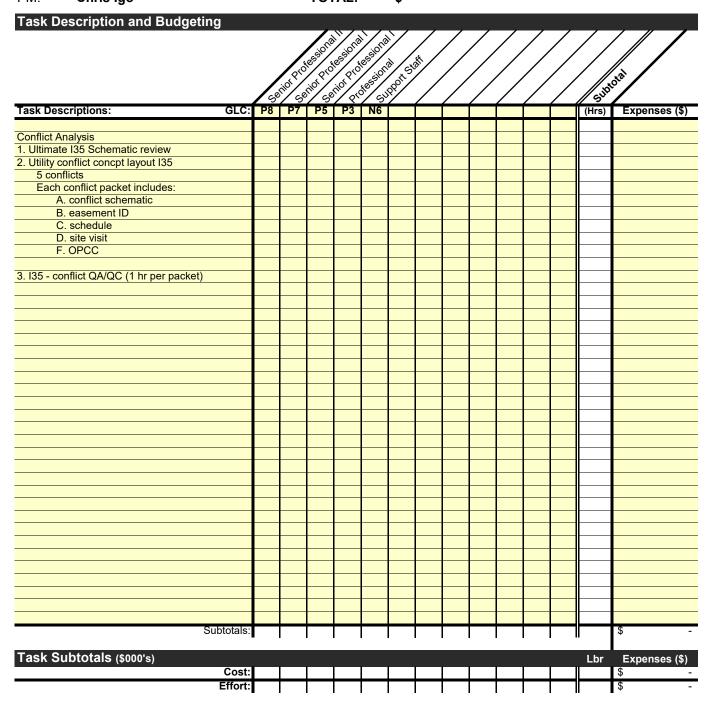
Expenses: \$ Allocation: \$ TOTAL:

Date: **Task Information**

210 Number:

July 1, 2019

Name: **Conflict Analysis** Task Mgr:





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

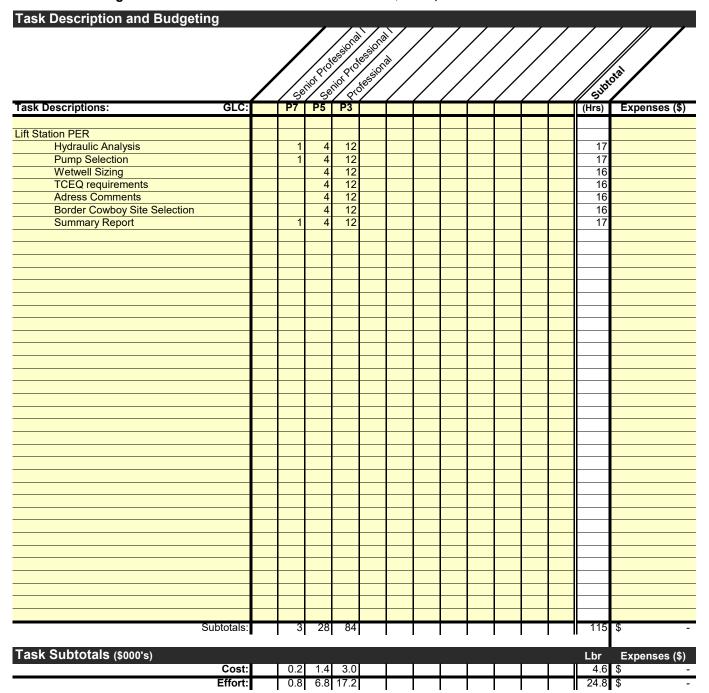
Task Effort Summary

Labor: \$ 24,800

Expenses: \$ -Allocation: \$ 1,200 TOTAL: \$ 26,000 Date:

July 1, 2019

Task Information
Number: 213
Name: LS PER





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

Task Effort Summary

Labor: \$ 139,300 Expenses: \$ 38,500

Allocation: \$ 6,500 TOTAL: \$ 184,300 Date: Task Information

Number: 214

July 1, 2019

Name: LS Prelim and Final Desi Task Mgr:

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				sion's	Sign		//	//	//	//	/ /	/ /	//		
		/	\8\ ⁰	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Sid	a sion	»/	/,	/,	/,	/,	/,	/ /	atal /	
		13	P5	P3	EST OF	design	/			/	/	/	Sub	/	
Task Descriptions: GL0): 	P7	P5	P3	B5								(Hrs)	Expe	enses (\$)
Lift Station Prelim Design (for (1) LS, 12,000 gpr	n)					Struc	tural -	Falko	fske					\$	10,000
2.2 Prelim Design Considerations															
Site Layout meeting with Client		.		40									0.4		
Meeting prep Attend meeting		8	8	16									24 16		
Document meeting results		4	4	16									24		
2.3 Prelim Design (Site Civil)		-	7	10									24		
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	60									84		
LS grading plan sheet (1)		4	20	60									84		
LS details sheet (1) pumps and piping		4	4	16									24		
Ex LS Demolition sheet (1)			4	4									8		
Ex LS Site grading sheet (1)			4	20									24		
2.4 Sub Coordination - Electrical			4	4		Floot	rical -	PCD.					8	\$	25,000
2.4 Sub Coordination - Electrical			4	4		Elect	ncai -	I GD					0	Ф	25,000
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	2	6									10		
LS Mech sheet (1) pumps and piping		20	40	80									140		
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		
													ll		



General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

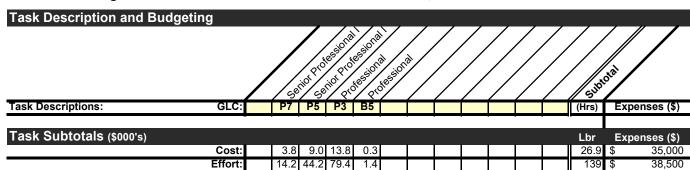
Task Effort Summary

Labor: \$ 139,300 Expenses: \$ 38,500

Allocation: \$ 6,500 TOTAL: \$ 184,300 Date: July 1, 2019

Task Information

Number: 214
Name: LS Prelim and Final Desi





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

Task Effort Summary

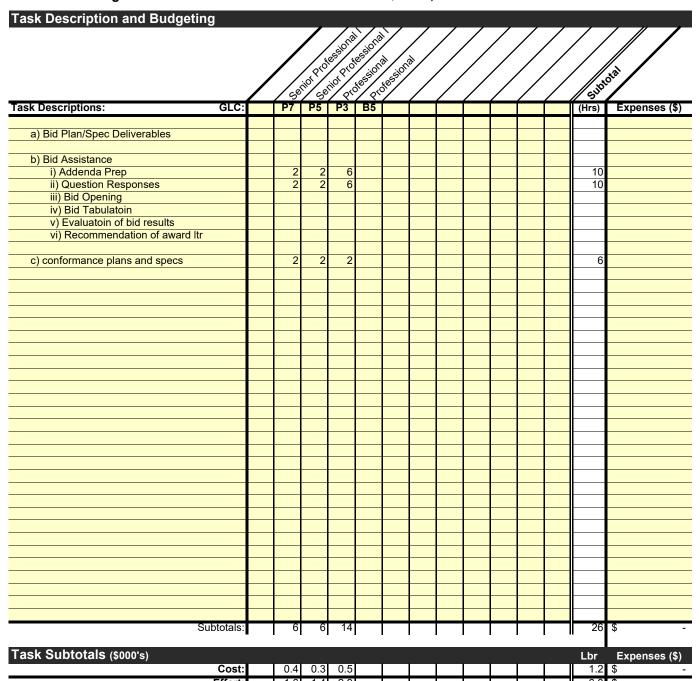
Labor: \$ 6,000 Expenses: \$ -

Allocation: \$ 300 TOTAL: \$ 6,300 Date:

Task Information

Number: 215 Name: LS Bidding

July 1, 2019





General Project Information

Client: City of Denton

Project: IH-35 Utility Reloc (split to Milar

KHÁ No: **061024043** PM: **Chris Igo**

Task Effort Summary

Labor: \$ 25,400 Expenses: \$ 11,000

Allocation: \$ 1,200 TOTAL: \$ 37,600 Date:

July 1, 2019

LS CCA

Task Information
Number: 216

Name: Task Mgr:

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Task Description and Budgeting															
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Task Descriptions: GLC	1	P7	P5	Р3			ĺ			ĺ	ĺ	ĺ	(Hrs)	Ехр	enses (\$)
													-		
													 		
a) shop drawings (assume 20)	2	10	30	40									82		
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		
rian/opec interpretation - Nr 13 4, Zin ea				- 0									10		
2.4 Sub Coordination - Electrical			2		5	Elect	rical -	BGD					7	\$	8,00
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FIRST AMENDMENT TO CONTRACT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND KIMLEY-HORN AND ASSOCIATES, INC. PSA 7574-010

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7574-010 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc. ("Engineer"); to that certain contract executed on May 17, 2022, in the original not-to-exceed amount of \$751,100 (the "Agreement"); for professional services related to the I-35 Split to Milam Phase II project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$224,300 with this Amendment for an aggregate not-to-exceed amount of \$975,400; 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 I-35 Split to Milam Phase II 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, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$224,300.
- 2. This Amendment modifies the Agreement amount to provide an additional \$224,300 for the additional services with a revised aggregate not to exceed total of \$975,400.

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.

Amendment electronically, by and through thei and officers on this date09/19/2023	r respective duly authorized representatives
"City"	"Engineer"
CITY OF DENTON, TEXAS A Texas Municipal Corporation	KIMLEY-HORN AND ASSOCIATES, INC.
By: Sara Henricy SANA TIEINSTEE I CITY MANAGER	By: John Atlans AU I FIORIZED SIGNOR, TITLE
ATTEST: JESUS SALAZAR, CITY SECRETARY	
BY:	THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.
APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY Docusigned by: Marulla lunn	June Claum, PMF Trevor Crain, PMF 7846EEAB11BC4F2 **RINTED NAME
BY: MARCULA LUNK	rector of Capital Projects TITLE
	Capital Projects DEPARTMENT

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:

I-35 - SPLIT TO MILAM PHASE 2 GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (7574-010) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on May 17, 2022.

Scope of Services

This project was originally intended to be bid and constructed as a single construction set, along with the I-35 Utility Relocations. There are now two (2) separate I-35 utility relocation projects, as well as two (2) projects to be bid and constructed under this contract. Due to recent developments, the original corridor for design and proposed easement were no longer were feasible, thus there was a need for additional survey and design phase services for the gravity and force main sewers. The CITY has requested that the ENGINEER perform the following additional services:

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Provide additional Preliminary/Final plan and profile drawings preparation for an addition of approximately 500 linear feet water main, 330 linear feet of 12-inch sanitary sewer force main, and 400 feet of 18-inch through 33-inch gravity sanitary sewer line.

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

- 1. Provide electronic bid documents to the City purchasing department for bidding.
- 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

Amendment No. 1 I-35 - SPLIT TO MILAM PHASE 2 GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN

- 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.
- d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) 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 thirty (30) 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. ENGINER 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

- Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - 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 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Provide an additional 7,000 linear feet of topographic survey due to a change in alignment. Survey will be provided per the previously authorized scope items.

Task 15 - LIFT STATION BID PHASE SERVICES

A. Bid Phase Services

- 1. Provide electronic bid documents to the City purchasing department for bidding.
- 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.
 - ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION 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

Amendment No. 1 I-35 - SPLIT TO MILAM PHASE 2 GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN

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.
- d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) 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.
- b. 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

7. 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. ENGINER 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.
- b. Disagreements between City and Contractor
- c. 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.

8. Final Walkthrough and Punchlist Preparation

- Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
- b. 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.
- c. Compile punch list from information gathered during final walkthrough with City and Contractor.

SCHEDULE

At a mutually agreed upon date.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$224,300. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	\$5,500	-	\$5,500
Task 2 – Alignment Study	\$19,700	-	\$19,700
Task 3 – Preliminary Design	\$142,000	-	\$142,000
Task 4 – Final Design	\$98,600	\$22,700	\$121,300
Task 5 – Construction Contract Documents	\$4,600	-	\$4,600
Task 6 – Bid Phase Services	\$3,800	\$12,200	\$16,000
Task 7 – Construction Phase Services	\$6,600	\$61,100	\$67,700
Task 8 – Record Drawings Preparation	\$5,000	-	\$5,000
Task 9 – Permitting	\$50,200	-	\$50,200
Task 10 – Survey and Easements	\$80,100	\$25,300	\$105,400
Task 11 – Easement Acquisition Services	\$80,800	-	\$80,800
Task 12 – Conflict Analysis	N/A	-	-
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$26,000	-	\$26,000
Task 14 – Lift Station Prelim/Final Design	\$184,300	-	\$184,300
Task 15 – Lift Station Bid Phase Services	\$6,300	\$28,900	\$35,200
Task 16 – Lift Station Const. Phase Services	\$37,600	\$74,100	\$111,700

Totals:	\$751,100	\$224,300	\$975,400
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Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.





Project Fee Calculation

General Project Information

Client: City of Denton
Project: I-35 Split to Mila Ph2

KHA No. **061024063** PM: **Chris Igo**

Task Bud	get Summary				Task 700	Т	ask 888		
No.	Task Name	Hours	Labor	E	xpenses	Off	ice Exp.	S	Subtotal
400	Final Design	80	\$ 21,700			\$	1,000	\$	22,700
600	Bid Phase	48	\$ 11,600			\$	600	\$	12,200
700	CCA	175	\$ 53,100	\$	5,500	\$	2,500	\$	61,100
1000	Survey	39	\$ 9,800	\$	15,000	\$	500	\$	25,300
1500	LS Bidding	92	\$ 27,600			\$	1,300	\$	28,900
1600	LS CCA	241	\$ 70,800			\$	3,300	\$	74,100
777	Contingency					\$	-		
	TOTALS:	675	\$ 194,600	\$	20,500	\$	9,200	\$	224,300

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

Project Bud	get S	ummary
Labor:	\$	194,600
Expenses:	\$	29,700
TOTAL:	\$	224,300



General Project Information

Client: **City of Denton** Project: I-35 Split to Mila Ph2

KHA No: **061024063** PM: Chris Igo

Task Effort Summary

Labor: \$ 21,700 \$ **Expenses:**

Allocation: 1,000 TOTAL: 22,700 **Task Information**

Date:

Number: 400

Task Mgr:

Name: **Final Design**

July 13, 2022

Task Description and Bu	dgeting				\										
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·															
Additional Design		10		10	40	20								80	
Additional Design		10		10	40	20								80	
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General Project Information

Task Effort Summary

Task Information

Date:

July 13, 2022

Client:	City of Denton	Labor:	\$ 11,600	Number:	600
Project:	I-35 Split to Mila Ph2	Expenses:	\$ _	Name:	Bid Phase
•	061024063	Allocation:	\$ 600	Task Mgr:	
PM:	Chris Igo	TOTAL:	\$ 12,200	-	
Task De	scription and Budgeting				

Task Description and Budgetin	9		P7		CO4			<u>*</u>				$\overline{}$	$\overline{}$		
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ask Descriptions:	GLC:	P8	P7	P5	CO4	B5								(Hrs)	Expenses (\$
a) Bid Plan/Spec Deliverables															
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b) Bid Assistance			2	2	0									10	
i) Addenda Prep ii) Question Responses			2	2	9 10									13 14	
iii) Bid Opening					10									14	
iv) Bid Tabulatoin					1									1	
v) Evaluatoin of bid results					1	1								2	
v) Evaluation of bid results						'									
c) conformance plans and specs			2	2	12	1								17	
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General Project Information

Client: City of Denton
Project: I-35 Split to Mila Ph2

KHA No: **061024063** PM: **Chris Igo**

Task Effort Summary

 Labor:
 \$ 53,100

 Expenses:
 \$ 5,500

 Allocation:
 \$ 2,500

 TOTAL:
 \$ 61,100

Task Information

Date:

Number: 700 Name: CCA

July 13, 2022

Task Description and Budgeting				\											
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ask Descriptions: GLC	: P8	P7	P5	P3	B5								(Hrs)	Expen	ses (\$
a) Pre-con Conference	1		4	4									9		
a) Tre-con conference	1		7	-									9		
b) site visits (12)	6		12	12									30	\$	5,00
c) shop drawings (assume 30)	6		12	12									30		
d) final walkthrough and punch list	8		8	8									24		
													24		
e) monthly meeting (12)	12		12	24									48		
Plan/Spec Interpretation - RFIs 10, 2hr ea	4	2	8	20									34		
Subtotals	: 37	2	56	80									175	\$	5,00
ask Subtotals (\$000's)													Lbr	Expen	ses (<u>\$</u>
Cost	3.6 : 13.6												10.4		5,00 5,50



General Project Information

Client: City of Denton
Project: I-35 Split to Mila Ph2

KHA No: **061024063** PM: **Chris Igo**

Task Effort Summary

 Labor:
 \$ 9,800

 Expenses:
 \$ 15,000

 Allocation:
 \$ 500

 TOTAL:
 \$ 25,300

Task Information

Date:

Number: 1000 Name: Survey

July 13, 2022

Fask Description and Budgeting				/ >	N/>	\/>	\/ a	~ /								
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ïeld Crew												YPA			\$	13,60
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ask Subtotals (\$000's)														Lbr	Eve	enses (\$
ask oubtotals (\$000 s)	Cost:			1.0	0.6						l			1.6	\$	13,60
	Effort:		-		4.8				 	-				9.8	•	15,00



Task Fee Calculation

General Project Information

City of Denton Ρ

Task Effort Summary

Labor: 27 600 **Task Information**

Date:

1500 Number:

July 13, 2022

Client.	City of Denton	Labor:	Ф	27,000	number.	1500
Project:	I-35 Split to Mila Ph2	Expenses:	\$	-	Name:	LS Bidding
KHA No:	061024063	Allocation:	\$	1,300	Task Mgr:	
PM:	Chris Igo	TOTAL:	\$	28,900		
Task Des	cription and Budgeting					
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				Sign	Sign	Sign	(/	(/	/ /	/ /		/ /	/ /	//	
			810	S AND S		Sion		*/	Ι,	/,	/,	Ι,	/,		***
		C. C.	ilo Ce	cio ce			369							Subt	ş./
Task Descriptions:	GLC:	P8	P7	P5	P3	B5								(Hrs)	Expenses (\$)
Occasionalism its Boschools		0												40	
Coordination with Purchasing		2		8										10	
Prepare and Submit Addenda (2)		2		6	20									28	
Electriical Coord				5	20									5	
Answer Bidder Qs		2		10										12	
Prepare for and conduct prebid		1		4	4									9	
Prepare for and attend bid opening		1		1	1									3	
Bid Tabulation					4									4	
Recommendation of Award		2		2										4	
Conformed Docs		1		8	8									17	
		-													
S	ubtotals:	11		44	37									92	\$
ask Subtotals (\$000's)														Lbr	Expenses (\$)
	Cost:	1.1		2.6	1.5									5.2	\$



Task Fee Calculation

General Project Information

Client: **City of Denton** Project: I-35 Split to Mila Ph2

KHA No: **061024063** PM: Chris Igo

Task Effort Summary

Labor: \$ 70,800 \$ Expenses:

Allocation: \$ 3,300 TOTAL: 74,100

July 13, 2022 **Task Information**

Date:

Number: 1600 Name: LS CCA

Task Mgr:

ask Description and Budgeting				, ma	, ma	, Cro		/	$\overline{}$	$\overline{/}$	$\overline{}$	$\overline{/}$	$\overline{}$	//	
			Q101 Q1 Q5	P5		B5	in significant design in the second design in the s		/	/	/	/	/		
			ild se	id se	ild of	185 V			/	/	/		/	Subt	
ask Descriptions:	GLC:	P8	P7	P5	P3	B5								(Hrs)	Expenses (\$
Assist with Contract Execution		2		2	2									6	
Conduct Preconstruction Meeting		4		4	4									12	
Coordination Meetings and Notes (12)		10		10	30									50	
Coordination Meetings and Notes (12)		10		10	30									50	
Shop Drawings & Submittal Review		10		10	40									60	
RFIs		5		10	30									45	
Change Orders		5		5	10									20	
Public Mtg				4	4									8	
Startup				6	6									12	
Dunchlist Wallsthrough				4										10	
Punchlist Walkthrough				4	6									10	
Final Walkthrough				3	3									6	
Electrical Coord				4	8									12	
Liectrical Coold				7	0									12	
	total -	00		00	4.40									044	¢.
Sut	ototals:	36		62	143			l	I	İ	I	l	ļ	241	Ф
ask Subtotals (\$000's)														Lbr	Expenses (S
	Cost: Effort:	3.5		3.7 19.2	6.0									13.1	\$

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:

I-35 - SPLIT TO MILAM PHASE 2 GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN Amendment Scope of Services

This is Amendment Number 02 to the Professional Service Agreement (7574-010) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on May 17, 2022.

Scope of Services

Construction duration has been extended. Also, this project was originally intended to be a single agreement package and permitted with TxDOT as a single project, but it has since been split into two CSJ's for CSJ 074 and CSJ 047. There was substantial coordination to have TxDOT agree to the way the project is split and how the reimbursement percentage was set up. There has also been a need for additional coordination with the City and others in relation to easement acquisition. In order to facilitate the longer design and permitting process, budgets were moved to accommodate those steps, but now there is a need to add compensation back to the original construction phase service task. The CITY has requested that the ENGINEER perform the following services:

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 sixteen (16) times during construction to perform construction observation. 16 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 twelve (12) meetings.

Amendment No. 2 I-35 - SPLIT TO MILAM PHASE 2 GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN

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 thirty (30) shop drawings.

7. Substitutes and "or-equal"

- 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. ENGINER 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
 - Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - 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.

SCHEDULE

At a mutually agreed upon date.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$120,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amd. 1	Amd. 2	Revised Contract
Task 1 – Design Management	\$5,500	-	-	\$5,500
Task 2 – Alignment Study	\$19,700	-	-	\$19,700
Task 3 – Preliminary Design	\$142,000	-	-	\$142,000
Task 4 – Final Design	\$98,600	\$22,700	-	\$121,300
Task 5 – Construction Contract Documents	\$4,600	-	-	\$4,600
Task 6 – Bid Phase Services	\$3,800	\$12,200	(\$16,000)	\$0
Task 7 – Construction Phase Services	\$6,600	\$61,100	(\$67,700)	\$0
Task 8 – Record Drawings Preparation	\$5,000	-	-	\$5,000
Task 9 – Permitting	\$50,200	-	-	\$50,200
Task 10 – Survey and Easements	\$80,100	\$25,300	\$14,472	\$119,872
Task 11 – Easement Acquisition Services	\$80,800	-	-	\$80,800
Task 12 – Conflict Analysis	N/A	-	-	-
Task 13 – Lift Station Preliminary Engineering Report (PER)	\$26,000	-	-	\$26,000
Task 14 – Lift Station Prelim/Final Design	\$184,300	-	\$173,964	\$358,264
Task 15 – Lift Station Bid Phase Services	\$6,300	\$28,900	(\$13,300)	\$21,900
Task 16 – Lift Station Const. Phase Services	\$37,600	\$74,100	\$28,564	\$140,264

Totals:	\$751,100	\$224,300	\$120,000	\$1,095,400

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

** TxDOT NOTE: AMENDMENT 2 IS CURRENTLY PENDING COUNCIL APPROVAL

Jul 13, 2022

Date:



Project Fee Calculation

General Project Information

Client: City of Denton
Project: I-35 Split to Mila Ph2

KHA No. **061024063** PM: **Chris Igo**

Task Bud	lget Summary			Task 700	Task			
No.	Task Name	Hours	Labor	Expenses	Office	Exp.	S	ubtotal
400	Final Design							
600	Bid Phase							
700	CCA							
1000	Survey							
1500	LS Bidding							
1600	LS CCA	387	\$ 114,700		\$	5,300	\$	120,000
777	O a d'a ma a a a				•			
777	Contingency				\$	-		
	TOTALS:	387	\$ 114,700	-	\$	5,300	\$	120,000

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

Project Budget Summary											
Labor:	Labor: \$ 114,700										
Expenses:	\$	5,300									
TOTAL:	\$	120,000									

Release v2016.1 Page 1 of 2



Task Fee Calculation

General Project Information

City of Denton Client:

Project: I-35 Split to Mila Ph2

KHA No: **061024063** PM: Chris Igo

Task Effort Summary

Labor: \$ 114,700

Expenses: \$ Allocation: 5,300

120,000 TOTAL:

Date: **Task Information**

Number: 1600 Name:

Task Mgr:

LS CCA

July 13, 2022

Task Description and Budgeting Selid Pode sold Solid Politica Color Ardes drg Professional P7 P5 | P3 | B5 Task Descriptions: GLC: (Hrs) Expenses (\$) Assist with Contract Execution Conduct Preconstruction Meeting 2 4 10 64 Coordination Meetings and Notes (16) 30 64 158 Shop Drawings & Submittal Review 10 20 60 90 RFIs 5 20 30 55 20 Change Orders 5 10 Public Mtg 8 Startup 6 6 12 Punchlist Walkthrough 4 6 10 Final Walkthrough 3 3 6 **Electrical Coord** 8 12 136 197

Release v2016.1 Page 2 of 2

Estimate

PROJECT:

City of Denton - Construction Inspection Services

RKI Project Number: ADI23-001-00



CLIENT:

The City of Denton

Client No. A05046

Capital Projects 401 N. Elm Street Denton, Tx 76201 Phone: 469-982-7444

Attn:Shawn Messick

Invoice Number:

Estimate Date: 5/14/2025

Client Contract #:

\$

City of Denton Proj. #: CSJ-XXX RKI Project Number: ADI23-001-00

Professional Services

CSJ-XXX - Milam Lift Station

Professional Personnel

		Hours		Rate	Amount
Srav Jangam	Inspection Services	4640	\$	110.00	\$ 510,400.00
Bruce Nipp	Management	116	\$	202.75	\$ 23,519.00
Denise Pemberton	Administrative	116	\$	72.50	\$ 8,410.00
Totals		4872	_		\$ 542,329.00

Total Labor \$ 542,329.00

Unit Billing

 Company Auto Miles
 Miles
 Rate
 Amount

 11/30/2023
 Mileage - 290000
 29,000
 \$ 0.650
 \$ 18,850.00

Miles @ 0.65

Total Units

Total this Invoice \$ 561,179.00

18,850.00 \$

Bruce D. Nipp

RKI Representative: Signature

5/14/2025

Date

18,850.00

Bruce D. Nipp

Printed Name



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

Form ROW-U-48 (Rev. 3/19) Page of

+ - + - + -

U-Number: <u>U00</u>	018749
ROW CSJ Number: <u>0195-02-079</u>	District: <u>Dallas</u>
County: Denton	Highway No.: IH 35
Federal Project No.: NH 2020 (576)	
I, Shawn Messick	, 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 vestimate to which this statement is attached.	which will or may be done on a contract basis as it appears in the
It is more economical and/or expedient for Owner to contract perform the necessary work on this project with its own force	t this adjustment, or Owner is not adequately staffed or equipped to es to the extent as indicate on the estimate.
Procedure to be U	Used in Contracting Work
	n open advertising and contract is to be awarded to the lowest mity with the requirements and specifications for the work to be vided to the State .
contractors and such contract is to be awarded to	lating to a list of pre-qualified contractors or known qualified the lowest qualified bidder who submits a proposal in conformity work to be performed. Associated bid tabulations will be provided to sted below:
 Mountian Cascade SJ Louis Oscar Renda 5. 	
for Owner and under which the lowest available co available to the State for review at a location muto	ntinuing contract under which certain work is regularly performed osts are developed. The existing continuing contract will be made ually acceptable to the Owner and the State . If only part of the tract, give detailed information by attachment hereto.
is attached to the estimate in order to obtain the c	oing requirements and therefore evidence in support of its proposal concurrence of the State, and the Federal Highway Administration g action thereon (approval of the agreement shall be considered as
awarded by the State. In the best interest of both the plans and specifications for this work in the gethat the work can be coordinated with the other cawarded by the State to the lowest qualified bidden.	ent of the State, will be included in the construction contract the State and the Owner , the Owner requests the State to include eneral contract for construction of Highway in this area, so construction operations; and the construction contract is to be er who submits a proposal in conformity with the requirements and option is chosen, attach form ROW-U-48-1, the terms of which are
Signature	Date Contact/Help
Title	<u> </u>

SECTION 00 42 43 - UNIT PRICE BID FORM



City of Denton From: Mountain Cascade of Texas, LLC.

901-B Texas Street 5340 E US Hwy 67

Denton, TX 76209 Alvarado, TX 76009

Attn: Purchasing Dept. Andrew L. McCulloch

817-783-3094

PROJ.: IH-35 Split to Milam Phase 2 Ganzer Road Lift Station, Force Main and Gravity Sewer

amcculloch@mountaincascade.com

IFB: **7968-005**

ENG PMO:

BIDDERS APPLICATION - UNIT PRICE BID

				BID QTY	Unit Price		Extended Price		
		VOLUME 1							
		UID: U00018749 RCSJ: 019	5-02-0	79					
		FORCE MAIN							
1	32 93 00	Temporary Project Sign	EA	3	\$ 1,000.00	\$	3,000.00		
2	01 70 00	Mobilization	EA	1	\$ 670,000.00	\$	670,000.00		
3	32 93 00	Seeding	SY	40,513	\$ 1.00	\$	40,513.00		
4	33 01 30	Post-CCTV Inspection	LF	10,363	\$ 3.00	\$	31,089.00		
5	33 05 05	Trench Safety	LF	9,601	\$ 1.00	\$	9,601.00		
6	33 05 07	18" Casing by Other Than Open Cut*	LF	742	\$ 750.00	\$	556,500.00		
7	33 05 07	18" Casing by Open Cut*	LF	20	\$ 550.00	\$	11,000.00		
8	33 05 15, 33 14 14	12" HDPE Force Main Carrier Pipe	LF	762	\$ 135.00	\$	102,870.00		
9	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	\$ 64,250.00	\$	128,500.00		
10	33 14 14	12" HDPE Pressure Pipe, Force Main	LF	9,461	\$ 180.00	\$	1,702,980.00		
11	33 14 14	12" HDPE Pressure Pipe, Force Main, CLSM Backfill	LF	140	\$ 370.00	\$	51,800.00		
12	33 14 20	8" Gate Valve*	EA	1	\$ 6,500.00	\$	6,500.00		
13	33 14 20	12" Gate Valve*	EA	5	\$ 9,700.00	\$	48,500.00		
14	33 31 23	3" Sewer Air Release Valve and Vault*	EA	5	\$ 30,000.00	\$	150,000.00		
	TOTAL BID AMOUNT (VOL 1 FORCE MAIN): \$								
		UID: U00018749 RCSJ: 019	5-02-0	79					
		GRAVITY SEWER							
18	32 93 00	Seeding	SY	1,620	\$ 1.00	\$	1,620.00		
19	33 01 30	Post-CCTV Inspection	LF	894	\$ 3.00	\$	2,682.00		
20	33 05 05	Trench Safety	LF	425	\$ 2.00	\$	850.00		
21	33 05 07	48" Casing by Open Cut	LF	99	\$ 1,080.00	\$	106,920.00		
22	33 05 08	48" Casing or Tunnel Liner Plate by Other Than Open Cut*	LF	370	\$ 1,600.00	\$	592,000.00		
23	33 05 15, 33 31 10	30" FRP Sanitary Sewer Carrier Pipe	LF	469	\$ 240.00	\$	112,560.00		
24	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	\$ 21,000.00	\$	42,000.00		
25	33 05 61, 33 05 62	6' Concrete Manhole*	EA	1	\$ 23,000.00	\$	23,000.00		
26	33 05 61, 33 05 62	5' Extra Depth Concrete Manhole	VF	20	\$ 715.00	\$	14,300.00		
27	33 05 61, 33 05 62	6' Extra Depth Concrete Manhole	VF	16	\$ 1,000.00	\$	16,000.00		
28	33 31 10	30" Fiberglass Reinforced Sanitary Sewer Pipe	LF	48	\$ 490.00	\$	23,520.00		
					, .50.00	_			
		TOTAL BI	D AMO	UNT (VOI	. 1 GRAVITY SEWER):	Ś	935,452.00		

Lift Station Mechanical: Including but not limited to the installation of cast-in-place wetwell and associated appurtenances, junction structure and associated gravity pipe, two (2) 1,270 gpm non-clog submersible sewage		Unit Price	Extended Price
installation of cast-in-place wetwell and associated appurtenances, junction structure and associated gravity pipe, two (2) 1,270 gpm non-clog submersible sewage			
pumps and guide rails, discharge piping, pump base elbows, valve vault with valves, piping, and appurtenances, gravity and force main yard piping, flow meter and vault, and any other improvements not specifically identified in the other lump sum items, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	1	\$ 1,900,000.00	\$ 1,900,000.00
Lift Station Electrical: Including but not limited to procurement and installation of all proposed electrical, instrumentation, and controls equipment, SCADA equipment, level, pressure and temperature instruments, conduit, grounding and lightning protection, switchboard and automatic transfer switch, onsite generator, VFD and associated cooling units, connection to electric utility, and site lighting, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	1	\$ 1,250,000.00	\$ 1,250,000.00
Site Improvements: Including but not limited to site grading, paving, fencing, gates, landscaping improvements, equipment pads, erosion control and preparation of SWPPP, site restoration, as-built survey of underground improvements, and including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion	1	\$ 500,000.00	\$ 500,000.00
lof the Work. TOTAL BID AMOUN	NT (VOL 1 LIFT STATION)	\$ 3,650,000.00
		·	
TOTAL B	BID A	AMOUNT VOLUME 1	\$ 8,098,305.00
VOLUME 2			
UID: U00018749 RCSJ: 0195-02-079			
GRAVITY SEWER			
34 32 93 00 Temporary Project Sign EA			\$ 3,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1	169	\$ 20.00	\$ 3,380.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2	169 278	\$ 20.00 \$ 35.00	\$ 3,380.00 \$ 9,730.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1	169 278 199	\$ 20.00 \$ 35.00 \$ 35.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 1	169 278 199 18	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA	169 278 199 18	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00
34 32 93 00 Temporary Project Sign EA 35 02 41 14 Grout Fill 8" Utility Line (Sewer) LF 1 36 02 41 14 Remove 8" Utility Line (Sewer) LF 2 37 02 41 14 Remove 10" Utility Line (Sewer) LF 1 38 02 41 14 Remove 12" Utility Line (Sewer) LF 39 02 41 14 Remove 4' Utility Manhole EA 40 02 41 14 Abandon Lift Station and Related Structures EA	169 278 199 18 7	\$ 20.00 \$ 35.00 \$ 35.00 \$ 40.00 \$ 5,000.00 \$ 45,000.00	\$ 3,380.00 \$ 9,730.00 \$ 6,965.00 \$ 720.00 \$ 35,000.00 \$ 90,000.00

Item No.	Spec. Section No.	Description	uo	M BID QTY		Unit Price		Extended Price
71	33 31 23	6" Sewer Service	EA	. 2	\$	4,230.00	\$	8,460.00
			TOTAL BID AN	OUNT (VO	L 2 (GRAVITY SEWER):	\$	158,755.00
73	02 41 14	Grout Fill 16" Utility Line (Water)	LF	115	\$	100.00	\$	11,500.00
74	02 41 14	Remove 16" Water Valve	EA	. 2	\$	1,000.00	\$	2,000.00
75	02 41 14	Salvage Fire Hydrant	EA	. 1	\$	1,000.00	\$	1,000.00
76	32 01 17	Concrete Paving Repair for Utility Trench	SY	2	\$	280.00	\$	560.00
77	33 05 05	Trench Safety	LF	66	\$	5.00	\$	330.00
78	33 05 98	16" Water Main Connection with Shutdown	EA	. 1	\$	20,000.00	\$	20,000.00
79	33 14 10	16" DIP Water Pipe	LF	66	\$	1,000.00	\$	66,000.00
80	34 14 10	Fire Hydrant Assembly	LF	1	\$	20,000.00	\$	20,000.00
			TOTAL BI	O AMOUNT	· (V(OL 2 WATER LINE)	\$	121,390.00
		·		TOTAL BID	ΔΜ	IOUNT VOLUME 2	Ś	280.145.00

TOTAL PROJECT BID AMOUNT (BOTH VOLUME 1&2 AND RCSJ: 0195-02-079):

8,378,450.00

*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. Contractor to track Buy America items in their Schedule of Values. END BID ITEMS

Attn: Purchasing Dept.

Mountain Cascade of Texas, LLC.

IFB: IH-35 Split to Milam Phase 2Ganzer Road Lift Station, Force Main and Gravity Sewer

SECTION 00 42 43 - UNIT PRICE BID FORM



To: City of Denton From: S.J. Louis Construction of Texas, LTD.

901-B Texas Street 520 S 6th Ave

Denton, TX 76209 Mansfield, Texas 76063

(817) 905-3535

Attn: Purchasing Dept. Adam Lunsford

PROJ.: IH-35 Split to Milam Phase 2

Ganzer Road Lift Station, Force Main and Gravity Sewer

AdamL@silouis.com

IFB: 7968-005

ENG PMO:

BIDDERS APPLICATION - UNIT PRICE BID

ltem No.	Spec. Section No.	Description	иом	BID QTY		Unit Price	E	xtended Price
		VOLUME 1						
		UID: U00018749 RCSJ: 019	5-02	-079				
		FORCE MAIN						
1	32 93 00	Temporary Project Sign	EA	3	\$	700.00	\$	2,100.00
2	01 70 00	Mobilization	EA	1	\$	375,000.00	\$	375,000.00
3	32 93 00	Seeding	SY	40,513	\$	0.80	\$	32,410.40
4	33 01 30	Post-CCTV Inspection	LF	10,363	\$	2.00	\$	20,726.00
5	33 05 05	Trench Safety	LF	9,601	\$	0.01	\$	96.01
6	33 05 07	18" Casing by Other Than Open Cut*	LF	742	\$	883.00	\$	655,186.00
7	33 05 07	18" Casing by Open Cut*	LF	20	\$	400.00	\$	8,000.00
8	33 05 15, 33 14 14	12" HDPE Force Main Carrier Pipe	LF	762	\$	247.00		188,214.00
9	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	\$	18,400.00	\$	36,800.00
10	33 14 14	12" HDPE Pressure Pipe, Force Main	LF	9,461	\$	249.00	\$	2,355,789.00
11	33 14 14	12" HDPE Pressure Pipe, Force Main, CLSM Backfill	LF	140	\$	469.00	\$	65,660.00
12	33 14 20	8" Gate Valve*	EA	1	\$	2,400.00	\$	2,400.00
13	33 14 20	12" Gate Valve*	EA	5	\$	6,800.00	\$	34,000.00
14	33 31 23	3" Sewer Air Release Valve and Vault*	EA	5	\$	27,400.00	\$	137,000.00
		TOTA	AL BID	AMOUN [*]	r (VOL	1 FORCE MAIN):	\$	3,913,381.41
		UID: U00018749 RCSJ: 019	5-02	-079				
		GRAVITY SEWER	0 02	. 07 7				
18	32 93 00	Seeding	SY	1,620	Ś	0.80	Ś	1,296.00
19	33 01 30	Post-CCTV Inspection	LF	894	Ś	2.00	Ś	1,788.00
20	33 05 05	Trench Safety	LF	425	\$	0.01	\$	4.25
21	33 05 07	48" Casing by Open Cut	LF	99	\$	593.00	\$	58,707.00
		48" Casing or Tunnel Liner Plate by Other						,
22	33 05 08	Than Open Cut*	LF	370	\$	1,492.00	\$	552,040.00
23	33 05 15, 33 31 10	30" FRP Sanitary Sewer Carrier Pipe	LF	469	\$	528.00	\$	247,632.00
24	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	\$	23,300.00	\$	46,600.00
25	33 05 61, 33 05 62	6' Concrete Manhole*	EA	1	\$	26,700.00	\$	26,700.00
26	33 05 61, 33 05 62	5' Extra Depth Concrete Manhole	VF	20	\$	510.00	\$	10,200.00
27	33 05 61, 33 05 62	6' Extra Depth Concrete Manhole	VF	16	\$	693.00	\$	11,088.00
28	33 31 10	30" Fiberglass Reinforced Sanitary Sewer Pipe	LF	48	\$	490.00	\$	23,520.00
		TOTAL B	ID AN	/IOUNT (V	OL 1 G	RAVITY SEWER):	\$	979,575.25

31	Various	Lift Station Mechanical: Including but not limited to the installation of cast-in-place wetwell and associated appurtenances, junction structure and associated gravity pipe, two (2) 1,270 gpm non-clog submersible sewage pumps and guide rails, discharge piping, pump base elbows, valve vault with valves, piping, and appurtenances, gravity and force main yard piping, flow meter and vault, and any other improvements not specifically identified in the other lump sum items, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	\$	2,430,000.00	\$	2,430,000.00
32	Various	Lift Station Electrical: Including but not limited to procurement and installation of all proposed electrical, instrumentation, and controls equipment, SCADA equipment, level, pressure and temperature instruments, conduit, grounding and lightning protection, switchboard and automatic transfer switch, onsite generator, VFD and associated cooling units, connection to electric utility, and site lighting, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	\$	1,220,000.00	\$	1,220,000.00
33	Various	Site Improvements: Including but not limited to site grading, paving, fencing, gates, landscaping improvements, equipment pads, erosion control and preparation of SWPPP, site restoration, as-built survey of underground improvements, and including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	\$	525,000.00	\$	525,000.00
		=	VI BIL	AMOUN	T (VC	L 1 LIFT STATION)	ć	4,175,000.00
		1017	AL DIL	AIVIOUN	1 (00	LI LIFT STATION)	ş	4,175,000.00
				TOTAL BI	D AIV	OUNT VOLUME 1	Ś	9,067,956.66
							<u> </u>	7,55
		VOLUME 2						
		UID: U00018749 RCSJ: 019	5-02	-079				
_	1	GRAVITY SEWER						
34 35	32 93 00 02 41 14	Temporary Project Sign Grout Fill 8" Utility Line (Sewer)	EA LF	3 169	\$	700.00 10.00		2,100.00 1,690.00
36	02 41 14	Remove 8" Utility Line (Sewer)	LF	278	\$	50.00	\$	13,900.00
37 38	02 41 14 02 41 14	Remove 10" Utility Line (Sewer) Remove 12" Utility Line (Sewer)	LF LF	199 18	\$	70.00 90.00	_	13,930.00 1,620.00
39	02 41 14	Remove 12 Otility Line (Sewer) Remove 4' Utility Manhole	EA	7	\$	2,000.00		14,000.00
40	02 41 14	Abandon Lift Station and Related Structures	EA	2	\$	40,000.00		80,000.00
41	02 41 14	Remove Sewer ARV Appurtenance	EA	1	\$	3,000.00	\$	3,000.00
							L	
							L	
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		T	_		ı	
71	33 31 23	6" Sewer Service	EA	2	\$ 8,400.00	\$ 16,800.00
		TOTAL B	ID AN	JOUNT (V	OL 2 GRAVITY SEWER):	\$ 147,040.00
73	02 41 14	Grout Fill 16" Utility Line (Water)	LF	115	\$ 20.00	\$ 2,300.00
74	02 41 14	Remove 16" Water Valve	EA	2	\$ 500.00	\$ 1,000.00
75	02 41 14	Salvage Fire Hydrant	EA	1	\$ 500.00	\$ 500.00
76	32 01 17	Concrete Paving Repair for Utility Trench	SY	2	\$ 180.00	\$ 360.00
77	33 05 05	Trench Safety	LF	66	\$ 0.01	\$ 0.66
78	33 05 98	16" Water Main Connection with Shutdown	EA	1	\$ 19,000.00	\$ 19,000.00
						·
79	33 14 10	16" DIP Water Pipe	LF	66	\$ 1,045.00	68,970.00
80	34 14 10	Fire Hydrant Assembly	LF	1	\$ 10,000.00	 10,000.00
		TO	TAL B	ID AMOUN	IT (VOL 2 WATER LINE)	\$ 102,130.66
				TOTAL BI	D AMOUNT VOLUME 2	\$ 249,170.66

TOTAL PROJECT BID AMOUNT (BOTH VOLUME 1&2 AND CSJ 074 & 047):

\$ 9,317,127.32

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into

END BID ITEM

Attn: Purchasing Dept.

S.J. Louis Construction of Texas LTD.

IFB: IH-35 Split to Milam Phase 2Ganzer Road Lift Station, Force Main and Gravity Sewer



401 N. Elm St., Denton, TX 76201 • (940) 349-8910

March 4, 2025

TxDOT – Dallas District Utility and Survey Supervisor 4777 E. Highway 80 Mesquite, Texas 76021 214-320-6648

Dear TxDOT Dallas District Utilities:

This correspondence aims to elucidate the reasons behind the limited participation in the bidding process for the IH-35 Split to Milam Phase 2 (CSJ-074) (RCSJ-079) - Utility ID#: U00018749 project by the City of Denton.

The City of Denton initiated the solicitation for this project utilizing a Prequalified List of Utility Relocation Construction Services, consisting of three (3) contractors: Mountain Cascade of Texas, Oscar Renda Contracting, Inc., and S.J. Louis Construction of Texas, Ltd. However, bids were only received from Mountain Cascade of Texas and Oscar Renda Contracting, Inc., as submitted to the City of Denton's Procurement Office. It's noteworthy that the City lacks the authority to mandate participation from all parties, hence S.J. Louis Construction of Texas, Ltd. did not fulfill the bid requirements.

Should you find this letter and its accompanying enclosure insufficient in addressing this matter, please don't hesitate to contact us for further assistance.

Sincerely,

Shawn Messick Construction Project Manager

Enclosure(s): Bid Opportunity Detail

OUR CORE VALUES



Contact



Bid Opportunity Detail

Return to Listing Replier Registration

Bid Information

Type Invitation for Bid Name

Unsealed Status Address

Number 7968-005 Addendum 3 (I-35H Utility Relocation Split to Milam Phase 2)

Phone Issue Date & Time 1/10/2025 01:09:28 PM (CT) Fax 2/12/2025 01:00:00 PM (CT) Close Date & Time Email Question Cut Off Date 1/31/2025 02:00:00 PM (CT)

Duration 1 month 2 days

Notes

IFB 7968-005 - IH-35 UTILITY RELOCATION SPLIT TO MILAM PHASE 2: **GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER**

The submittal process may take significant time. The City highly recommends that respondents do not wait until minutes before the due date and time to submit proposal.

Submissions via email will not be accepted.

Original Hard Copy Bid Bonds (w/raised seal) are required.

A Pre-Bid Meeting will be conducted on Friday, January 24, 2025, at 9:00AM CST

To attend the Public Opening in-person, see physical location below:

Development Service Center Training Room ONE 401 N. Elm Street Denton, TX 76201

To attend the Public Opening virtually follow the link:

Click here to join the meeting

Meeting ID: 257 027 977 694 Passcode: PL9KN22c Download Teams | Join on the web

A Public Opening will be conducted for this solicitation on Wednesday, February 12, 2025, at 1:30PM CST

To attend the Public Opening in-person, see physical location below:

Development Service Center Training Room ONE 401 N. Elm Street Denton, TX 76201

To attend the Public Opening virtually follow the link:

Click here to join the meeting Meeting ID: 285 540 652 776 Passcode: T334nZ9q Download Teams I Join on the web Learn More | Meeting options

In accordance with the provisions of Texas State Law, the City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing goods or services of this solicitation. The responses and the cost solutions shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

Only firms prequalified under the Request for Qualifications (RFQ 7968 - Prequalification for Utility Relocation Construction Services) portion of this two-step process are allowed to submit bids in response to this Invitation for Bid (IFB). The firms who have been prequalified are as follows (listed alphabetically):

- · Mountain Cascade of Texas
- Oscar Renda Contracting, Inc.
- S.J. Louis Construction of Texas, Ltd.

Bid Documents

Document name	Format
Bid Invitation	Acrobat / PDF
Public Question & Answer	Acrobat / PDF
1	2 items in 1 pages

Bid	Δt	tac	hm	ent	-

File Name	Description	File Size
IFB 7968-005 I35 Split to Milam Ph2 Project Manual - SPECS.pdf (please login to view this document)	IFB 7968-005 I35 Split to Milam Ph2 Project Manual - SPECS (**SEE ADDENDUM 2 FOR REVISIONS**)	22.5 MB
00 42 43 - Unit Price Bid Form.xlsx (please login to view this document)	00 42 43 - Unit Price Bid Form (**SEE ADDENDUM 2 FOR REVISIONS**)	42 KB
IFB 7968-005 I35 Split to Milam Ph2-Volume 1 - PLANS.pdf (please login to view this document)	IFB 7968-005 I35 Split to Milam Ph2-Volume 1 - PLANS (**SEE ADDENDUM 1 & 3 FOR REVISIONS**)	59.21 MB
IFB 7968-005 I35 Split to Milam Ph2-Volume 2 - PLANS.pdf (please login to view this document)	IFB 7968-005 I35 Split to Milam Ph2-Volume 2 - PLANS	51.5 MB
IFB 7968-005 - Safety Record Questionnaire.pdf	IFB 7968-005 - Safety Record Questionnaire	21 KB
ADDENDUM 1 - IFB 7968-005 Summary of Changes.pdf (please login to view this document)	**ADDENDUM 1** IFB 7968-005 Summary of Plan Changes	2.67 MB
ADDENDUM 2 - IFB 7968-005 Pre-Bid Meeting Recording.mp4	**ADDENDUM 2** IFB 7968-005 Pre-Bid Meeting Recording	23.30 MB
ADDENDUM 2 - IFB 7968-005 Pre-Bid Meeting Agenda Attendance.pdf	**ADDENDUM 2** IFB 7968-005 Pre-Bid Meeting Agenda & Attendance	272 KB
ADDENDUM 2 - IFB 7968-005 Summary of Changes.pdf (please login to view this document)	**ADDENDUM 2** IFB 7968-005 Summary of Changes	274 KB
ADDENDUM 2 - 00 42 43 - Unit Price Bid Form - REVISED.xlsx (please login to view this document)	**ADDENDUM 2** 00 42 43 - Unit Price Bid Form - REVISED	42 KB
ADDENDUM 3 - IFB 7968-005 Summary of Changes.pdf (please login to view this document)	**ADDENDUM 3** IFB 7968-005 Summary of Changes	688 KB
1		11 items in 1 pages

Bid Questions

Question	There is specification mentioned in drawing sheet 31 that references submersible pump as indicated in section 43 25 01. However, there is no specification included with the bid documents. Can you please provide the specification so we can determine who to reach out to for pricing?
Answer	Sheet 31 should reference the sewage pump section 33 25 02 found in the contract documents. An updated sheet 31 to reflect the correct spec section number and include the pump model number will be provided in Addendum 3.
Submitted	2/7/2025 03:31:16 PM (CT)
Question	Please provide CAD plans/models for the entire lengths of the sanitary sewers, and force main pipelines. The provided Vol 1 and Vol 2 plans do not show existing elevation lines within the plan views.
Answer	The City will provide CADs to the selected contractor after contract award.
Submitted	1/29/2025 10:00:38 AM (CT)
Question	What is the project budget?
Answer	Total project budget is \$20,000,000, including without limitation, construction services, design services, soft costs, and right of ways required to deliver the projects per the Contract Documents.
Submitted	1/24/2025 05:31:48 PM (CT)

Question Sheet 13 is missing station numbers. Can this sheet be provided?

Answer A corrected plan sheet 13 will be provided in Addendum #1.

Submitted 1/20/2025 09:29:23 AM (CT)

Bid Event Participation Activity

Activity Date	Activity Name	Description
1/24/2025 09	:00:00 AM (CT) Pre-Bid Conference	A non-mandatory Pre-Bid Conference will be available to interested contractors. Attendance at the Pre-Bid Conference is strongly encouraged prior to submission of a response.
		To attend the meeting virtually through Microsoft Teams, follow instructions on 'Event Details' Tab.
		To attend the meeting in-person, see physical location below:

Denton Vendor Registration

Activity Date	Activity Name			Description		
				City of Denton Develo	opment Service Bldg.	
				Training Room ONE		
				401 N. Elm Street		
				Denton, TX 76201		
1						1 items in 1 pages
Plan Holders						
Supplier Name		City	State	Contact Name	Email	Phone
mountain cascade of texas		Alvarado	TX	Cody Sears	codys@mountaincascade.com	(817) 783-3094
Oscar Renda Contracting, Inc.		Grapevine	TX	Janie Rodriguez	bidding@southlandholdings.com	(817) 293-4263
S.J. Louis Construction of Texas, I	td	Mansfield	TX	Adam Lunsford	AdamL@sjlouis.com	(817) 477-0320
1						3 items in 1 pages

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

Utility Joint Use Agreement (ROW–U–JUA) ☐ Plans with joint use area highlighted are included.
RULIS Permit Number: 00002/20240509/43058/98302/UP 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 Initial Date Utility

UTILITY PERMIT APPROVAL

TO:	Tankersley City of Denton - Cole		
	401 N. Elm St. Denton,76201		

Date:	04-29-2025
Application/Permit No.:	00002/20240509/43058/98302/UP
District:	Dallas

Highway	Control Section	Maintenance Section	County
IH0035-A: From milepost 472.533 To milepost 472.534	0195-02		Denton
IH0035-K: At milepost 472+0.768	0195-02		Denton
IH0035-L: At milepost 472.557	0195-02		Denton
IH0035-R: From milepost 472.553 To milepost 472.554	0195-02		Denton
IH0035-X: From milepost 473.039 To milepost 473.04	0195-02		Denton
IH0035-A: From milepost 472.541 To milepost 472.542	0195-02		Denton
IH0035-L: At milepost 472.565	0195-02		Denton
IH0035-R: At milepost 472.562	0195-02		Denton
IH0035-X: From milepost 473.047 To milepost 473.048	0195-02		Denton
IH0035-X: At milepost 473.047	0195-02		Denton
FM1173-K: From milepost 999Z+1.513 To milepost 999Z+1.717	1059-02		Denton
IH0035-X: From milepost 471.531 To milepost 473.046	0195-02		Denton
FM1173-K: From milepost 999Z+1.719 To milepost 999Z+1.813	1059-02		Denton
IH0035-A: At milepost 471.202	0195-03		Denton
IH0035-L: At milepost 471.219	0195-03		Denton
IH0035-X: At milepost 471.71	0195-02		Denton
US0077-R: From milepost 0.115 To milepost 0.284	0195-02		Denton
IH0035-A: From milepost 471.411 To milepost 472.355	0195-02		Denton
US0077-L: From milepost 0.094 To milepost 0.283	0195-02		Denton
US0077-R: From milepost 0.385 To milepost 0.502	0195-02		Denton

Schedule Dates: from 04/22/2025 to 10/17/2025

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. 00002/20240509/43058/98302/UP dated

12/06/2024 and accompanying documentation, except as noted below.

Reviewed and approved by the Area Office with the understanding from the Utility representative the following. The exception request and documents are no longer needed. The roadway which the utility has requested an exception under a non-maintained section of roadway on US 77. Abandonment will be finalized upon completion and will be submitted with as-builts or an amendment.

Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of workdays and traffic control plans. Use the RULIS 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 and any approved amendments at the job site.

When installing utility lines on 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 intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for routine service and maintenance operations. The Installation Owner's rights of access to the

Utility Permit Approval - Permit number: 00002/20240509/43058/98302/UP Date of Approval: 04-29-2025

through-traffic roadways and ramps shall be subject to the same rules and regulations as that apply to the general public except, however, if an emergency occurs and usual means of access for routine 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 the 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. If the Utility Installation Owner fails to comply with any or all the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

SME - Utility Coordinator Review

Review Answer: Recommend Approval w/ Comments/Changes

Response text: City of Denton to coordinate with the Area Office on placement and field changes.

SME - Utility Coordinator Review Review Answer: Recommend Approval

Response text:

Reviewed and approved by the Area Office with the understanding from the Utility representative the following.

This new installation falls within a proposed Txdot road widening project CSJ: 1315-01-036 FM1385 section 2 and will be scoped & adjusted during Altice's ultimate relocate design. Txdot plans are currently at 60% and subject to change. If changes result in placement to be within conflict of proposed construction Altice will be responsible in adjusting to clear by the projects ready to let date.

SME - Utility Coordinator Review Review Answer: Recommend Approval

Response text: Reviewed and approved by the Area Office.

SME - Utility Coordinator Review Review Answer: Recommend Approval

Response text: approve

SME ATTACHMENTS:

Included attachments:

SME Answers Summary 2875716.pdf SME Answers Summary 2841084.pdf

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

	Non-interstate Highway (Calculations attached)
\boxtimes	Interstate Highway
	Toll Road
	SP2125 Approved Application (100%) Minute Order #:
	Master Utility Agreement

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.

	In Easement	In Public ROW
Dian Chaot an	(Eligible)	(Ineligible)
Plan Sheet or	Existing # of Poles	Existing a of Poles
Page#	or LF	orlF
1	0	0
2	84	
3	9,1	385
4	23.3	96
Totals		503

Total Existing # on Pole's or LF (Eligible)	412
Tota Fusting # of Poles or LF (Ineligible)	503
Total visting # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

Initial	Date	Initial	Date
	TxDOT	Utilit	V

Attachment "G" Betterment Calculation and Estimate

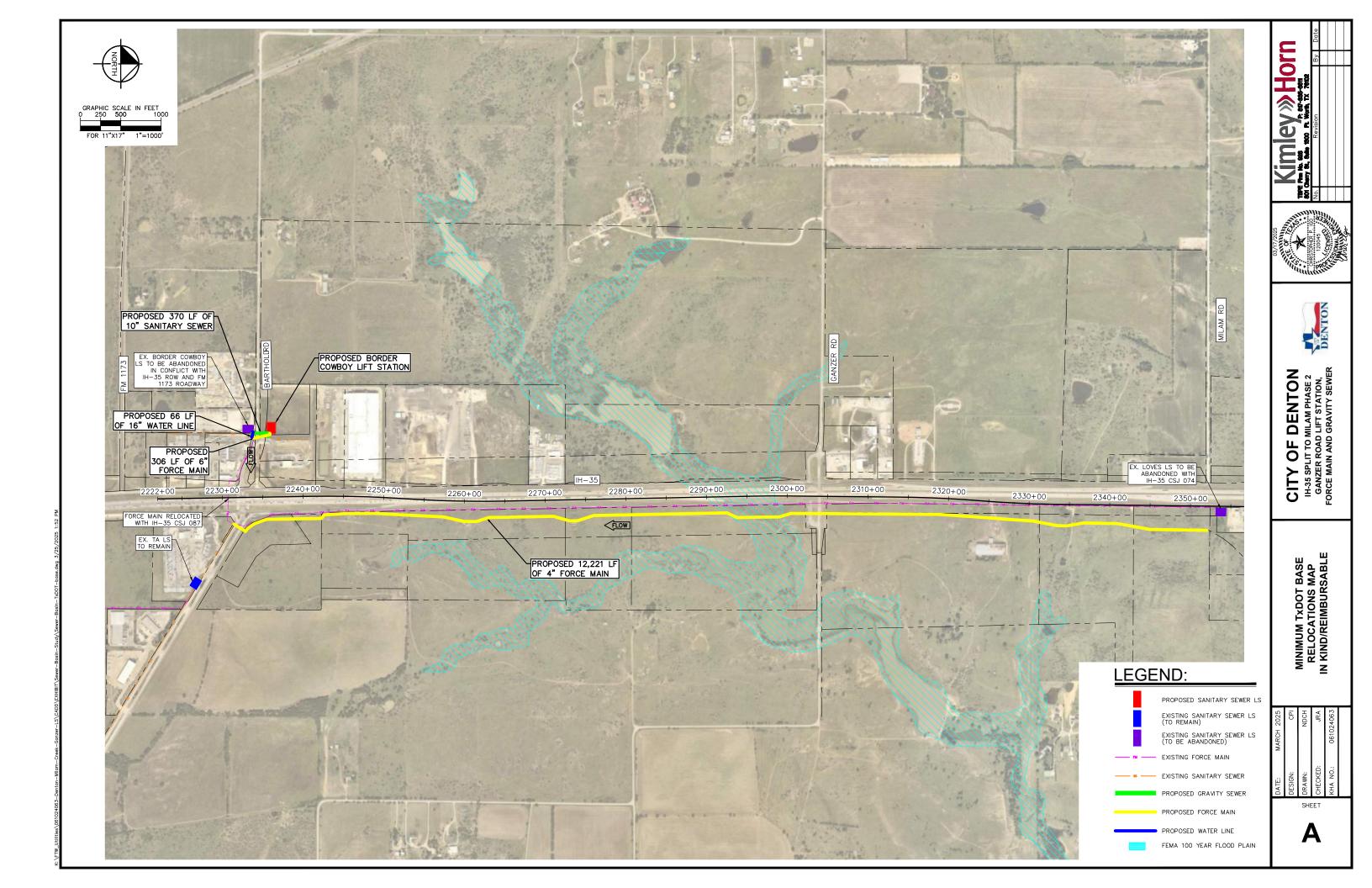
Elective Betterment Ratio established: 30.81 % Calculation is attached and the justification is included below A betterment and an in-kind estimate are included
Forced Betterment To comply with regulated industry standards, laws, and regulations. (Supporting documentation required) To comply with published 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:

The City maintains a 4-inch sanitary sewer force main that was in conflict with the CSJ 074 project from Milam Road to US 77 along the east side of I-35. In order to replace this asset and develop a sewer solution that fits with the City of Denton Wastewater Masterplan, a new 12-inch force main from Ganzer Road to Loop 288 has been planned to be constructed. This is being considered an elective betterment. There are other improvements shown in close vicinity that are planned to be constructed by the same contractor, but will be tracked in relation to the TxDOT conflicts

Initial	Date	Initial	Date
	TxDOT	Utilit	.y

BETTERMENT RATIO CALCULATOR			
Two estimates are required to calculate betterment. One with, and one without betterment. Please attach both estimates.			
The total estimated cost of the project INCLUDING BETTERMENT \$9,933,272.91			
The total estimated cost of the project NOT including BETTERMENT \$6,872,339.48			
THE AMOUNT OF BETTERMENT \$3,060,933.43			
The BETTERMENT RATIO IS: 30.81%			



PROPOSED GRAVITY SEWER VOLUME 1

PROPOSED FORCE MAIN VOLUME 1 PROPOSED WATER LINE VOLUME 2

PROPOSED SANITARY SEWER LS

EXISTING SANITARY SEWER LS (TO BE ABANDONED)

EXISTING FORCE MAIN

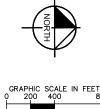
---- ** ---- EXISTING SANITARY SEWER

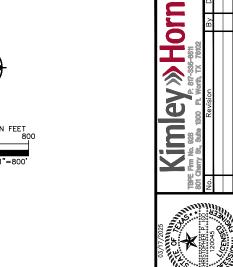
FEMA 100 YEAR FLOOD PLAIN

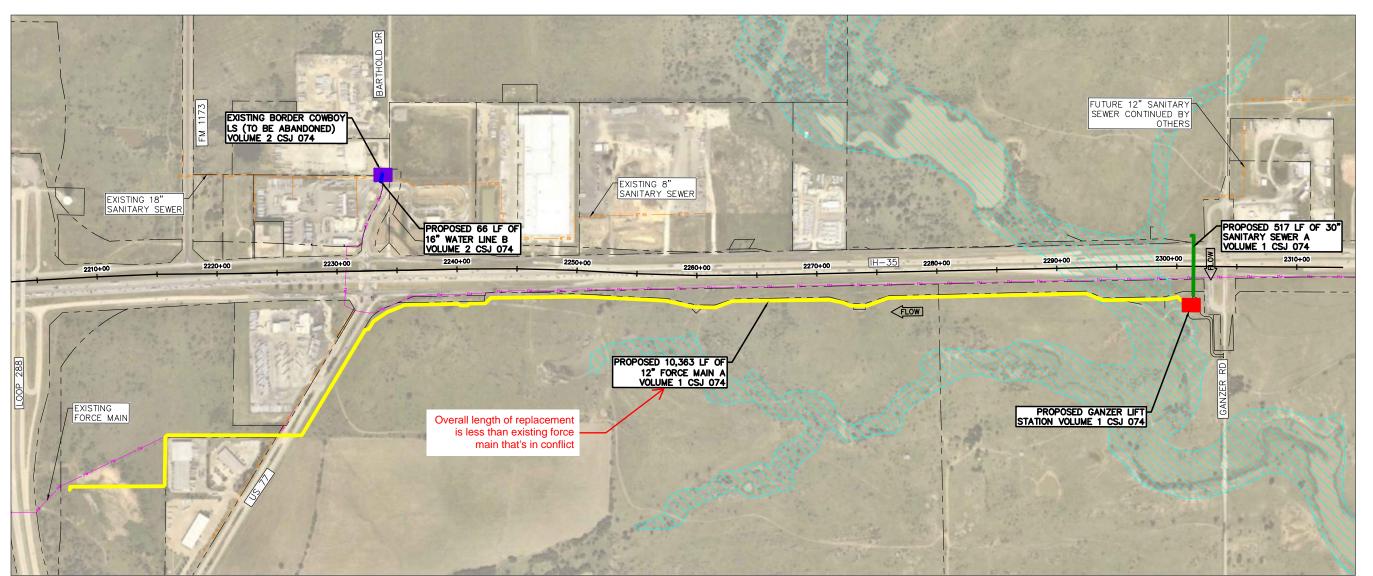
IH35 TxDOT PROJECT

UID: U00018749 CSJ: 0195-02-074

RCSJ: 0195-02-079







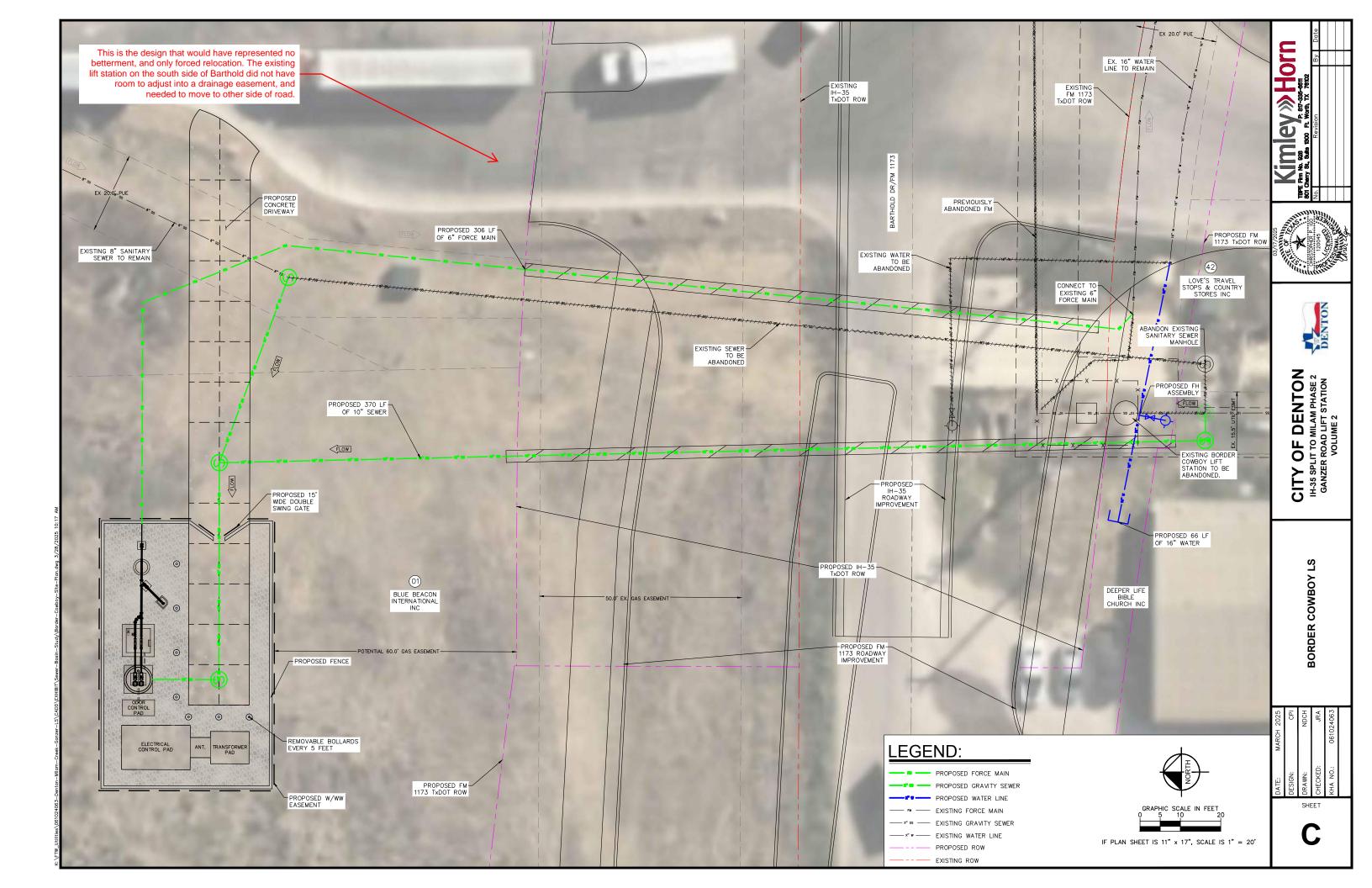
CITY OF DENTON

1H-35 SPLIT TO MILAM PHASE 2

GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER

TXDOT BETTERMENT RELOCATIONS MAP CSJ 074

B



Attachment "H" Proof of Property Interest

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. Supporting documentation for existing easements is required for easement replacement.
$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $
☐ SP2125
☐ Master Utility Agreement

Initial	Date	Initial	Date
	TxDOT	Utilit	.y

City of Denton Utility Easements Status Report													
Denton CAD No.	TxDOT Parcel No.	Property Owner	Notes	LF of Easement Acquisition	` '	Total (SF)			Easement % of Fee Value		ent Title Policy F	ee	Total Easement Total
					Permanent			Permanent					Permanent + Temporary Construction Easement + Title Policy Fee
					CSJ-0	47							
37353	CSJ 074-8	Catdenton 35 Inc	LS Access Easement	127	,	18,634	;	\$ 4.15	80%	\$ 77,341	.46 \$ 713.0	00	\$78,054.46
37353	CSJ 074-8	Catdenton 35 Inc	LS Easement	178	3	24,360	;	\$ 4.15	80%	\$ 101,107	.54 \$ 322.0	00	\$101,429.54
-			_	_							Total:		\$179,484.00

INDEX OF SHEETS

LEGEND

RECORD INFORMATION

─V DISTANCE NOT TO SCALE

PARCEL NUMBER FOR R.O.W. ACQUISITION

-- III- ACCESS DENIAL LINE

P.O.C. POINT OF COMMENCEMENT

P.U.E. PUBLIC UTILITY EASEMENT

PI POINT OF INTERSECTION

O.R.D.C.T. OFFICIAL RECORDS, DENTON COUNTY, TEXAS M.R.D.C.T. MAP RECORDS, DENTON COUNTY, TEXAS

R.P.R.D.C.T. REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS

PC POINT OF CURVATURE

PT POINT OF TANGENCY PRC POINT OF REVERSE CURVE

R.O.W. RIGHT-OF-WAY P.O.B. POINT OF BEGINNING

N.T.S. NOT TO SCALE

ESMT. FASEMENT

SET 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED TXDOT SURVEY MARKER. RIGHT-OF-WAY MONUMENT FOUND MONUMENT (AS INDICATED)

 $-\mathbb{R}^{-}$ PROPERTY LINE (OWNERSHIP DIVISION)

DEED LINE (OWNERSHIP IN COMMON)

SET 1/2" IRON ROD WITH "MCGRAY & MCGRAY" CAP

SHEET NO	DESCRIPTION									
1	TITLE SHEET									
2 - 9	CONTROL & INDEX SHEETS									
10 - 39	PLAN SHEETS									
40 - 4	OWNERSHIP TABLE									

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

> 5,000′ 10,000 SCALE 1" = 5,000' SCALE 1" = 10,000' 11"X17"

LAT=33°15′49.6747" N

LONG=97°10′40.9930" W

FED. ROAD DIV. NO. FEDERAL AID PROJECT NO IH 35 6 STATE DIST. CONTROL SECTION JOB SHEET NO. COUNTY 18 DENTON 0195 02 079 R. C. S. J. 074 0195 02

END PROJECT

DENTON

KRUGERVILLE

SANGER

REVISIONS:

PROJECT LOCATION -

455

BEGIN PROJECT

2450

FROM: BARTHOLD ROAD TO: BOLIVAR STREET NET LENGTH OF PROJECT = 6.82 MILES = 36,000.00 FEET

RCSJ NO. 0195-02-079 STATION 2593+00.00 N = 7, 182, 208.27E= 2.371.391.05 LAT=33° 21′ 44.6701"N LONG=97°10′53.4859"W CROW WRIGH DÁVIDSON HAWKEYE **HOPKINS**

THIS MAP IS AN INTERNAL TXDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

LOCATION MAP

EQUATIONS - NO EXCEPTIONS - NO RAILROAD CROSSINGS - STATION 2418+65.60 TO STATION 2419+79.87

END PROJECT SANGER RECTOR MOORES MILAM 3163 2450 BEGIN PROJECT RCSJ NO. 0195-02-079 STATION 2233+00.00 KRUM N= 7,146,341.33 E= 2,372,902.15

RECOMMENDED FOR ACQUISITION DISTRICT SURVEYOR OR ROW ADMINISTRATOR DATE

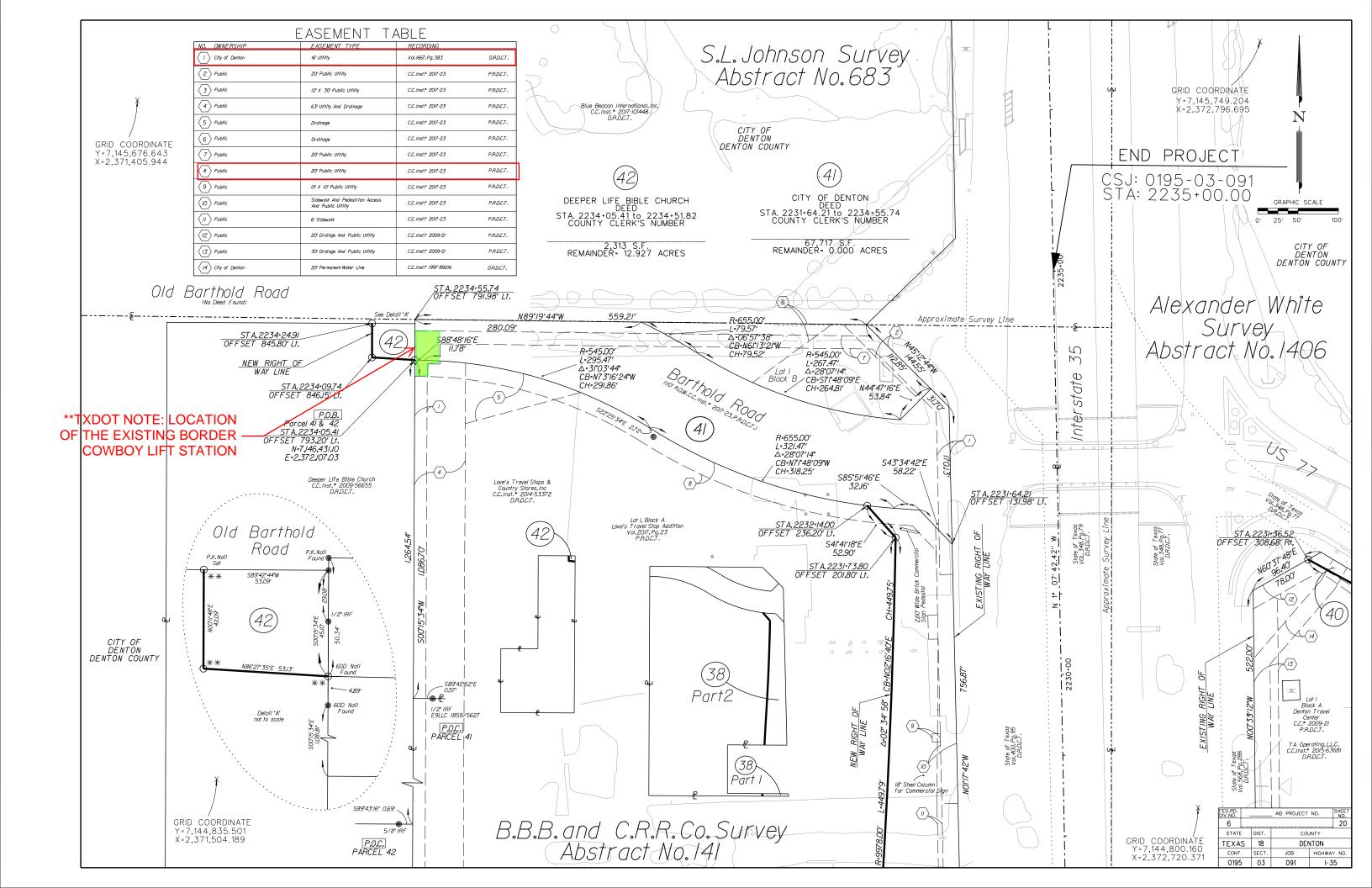
KRUM

VICINITY MAP NOT TO SCALE

RECOMMENDED FOR ACQUISITION DATE AREA ENGINEER OR DESIGN ENGINEER

FINAL APPROVAL - ACQUISITION COMPLETE DISTRICT ENGINEER DATE

- 1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), 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.
- 2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
- 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. LATTITUDE AND LONGITUDE SHOWN HEREON ARE IN DEGREES MINUTES SECONDS, BASED ON GRID COORDINATES.
- 7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 8.** 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.



TxDOT Highway Project Number: 0195-02-074 TxDOT Parcel 08

RCSJ 0195-02-079 From: US77/Barthold Dr. To: Milam Rd

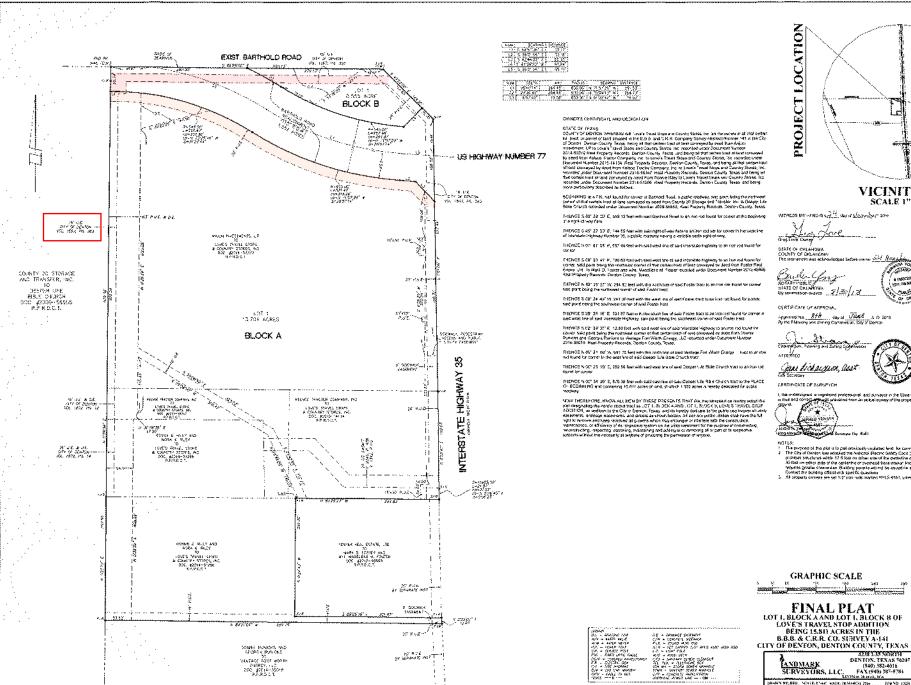
Utility Longitudinal Stations: Sta 2300+06 RT to Sta 2303+95 RT

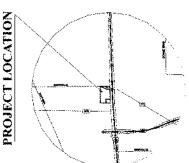
Existing Easement
Existing Border Cowboy Lift Station: 16' U.E. City of Denton
Vol. 1667, Pg 383 & 20' P.U.E Instrument 2017-23

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

TXDOT NOTE: EXISTING BORDER **COWBOY LIFT STATION SITE**





VICINITY MAP **SCALE 1" = 2000**

MITMEDE MY OF NO HE SEE TO CASE A LEGISHING TO SOME

Executive Ching of States of States of China Structure and States of China Structure of States o

CYRTIFICATE OF AFPROVAL

Approves the RFB day of JRAC A in some Ay the Flating sen Koning Commission, City of Demon

AFTR FIEC

Care lickardion, asst

CERTIFICATE OF SURMEYOR

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ACT SET.

The process of the plan is to call enclosed validate than the commercial case.

The process of the plan is to call enclosed the section of these codes, cold the CODE; the CODE generally colded to reclaim within 18 feet in on their section of the recention of control enclosed enclosed process process or process of the code of the c

OWNER/DEVELOPER LOVE'S TEAVEL STOPS 10601 N. PENNSYVANIA ORCAHOMA COTT, OK 135

4238 1-38 NORTH DENTON, TEXAS 16207 (940) 382-4016 FAX (940) 387-9784

ANN DESCRIPTION OF THE PROPERTY OF THE PROPERT

Sunveron : Asomark (surveron: 4238 (+35 N 05870N, FEXAS 7800 (940) 282-4615

FP16-6031

Field for Becoming the Chieval Angusts of the



DENTON COUNTY TAX ASSESSOR/COLLECTOR P O BOX 90223 DENTON, TX 76202 (940) 349-3500

Tax Certificate

Property Account Number:

638203DEN

Statement Date:

12/19/2016

Owner:

Mailing Address:

LOVE'S TRAVEL STOPS &

COUNTRY S

10601 N PENNSYLVANIA AVE

Property Location:

0000000

Legal:

A0141A BBB & CRR. TR 3A. 0.722 ACRES. OLD DCAD

TR 1C

TAX CERTIFICATE FOR ACCOUNT: 638203DEN AD NUMBER: A0141A-000-0003-0000A

GE NUMBER:

CERTIFICATE NO 31386327

DATE: 12/19/2016

PAGE 1 OF 1

FEE: \$10.00

PROPERTY DESCRIPTION

A0141A BBB & CRR. TR 3A, 0.722

ACRES, OLD DCAD TR 1C

COLLECTING AGENCY DENTON COUNTY

P O BOX 90223

DENTON TX 76202

0000000

0.722 ACRES

REQUESTED BY

LANDMARK SURVEYORS LLC

4238 I 35 NORTH DENTON TX 76207 PROPERTY OWNER

LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73120-4198

THIS IS TO CERT: FY 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 QUITE HAVE NOT BEEN BILLED OR CALCULATED. 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

1	$\overline{\Box}$	RREN	ΙT	V/AI	TIES

LAND MKT VALUE 125.801 AG LAND VALUE 125.801 APPRAISED VALUE

IMPROVEMENT DEF HOMESTEAD LIMITED VALUE

0 0 0

EXEMPTIONS LAWSUITS:

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
I I	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
2010					2016 S	SUB TOTAL	\$0.00

TOTAL CERTIFIED TAX DUE12/2016:

\$ 0.00

ISSUED TO

ACCOUNT NUMBER

LANDMARK SURVEYORS LLC

638203DEN

CERTIFIED BY

HORIZED ALTEN OF DENTONICOUNTY

Oesign

901-A Texas Street Denton, TX 76209

COUNTY SENTO Filed for Record in the Official Records Of: **Denton County**

On: 1/26/2017 3:19:38 PM in the PLAT Records LOVES TRAVEL STOP ADDITIC

DENTON Number of Pages: 1

Amount: 50.00 Order#:20170126000431

By: TD



DENTON COUNTY TAX ASSESSOR/COLLECTOR P O BOX 90223 **DENTON, TX 76202** (940) 349-3500

Tax Certificate

Property Account Number:

111203DEN

Statement Date:

12/19/2016

Owner:

LOVE'S TRAVEL STOPS &

Mailing Address:

COUNTRY S

10601 N PENNSYLVANIA AVE

Property Location:

0006421 N I35

Legal:

A0141A BBB & CRR, TR 1. 7.728 ACRES. OLD DCAD

TR 1A(2A)

TAX CERTIFICATE FOR ACCOUNT: 111203DEN

AD NUMBER: A0141A-000-0001-0000

GF NUMBER

CERTIFICATE NO: 31386326

DATE: 12/19/2016

PAGE 1 OF 1

FEE: \$10.00

PROPERTY DESCRIPTION

A0141A BBB & CRR, TR 1, 7.728 ACRES, OLD DCAD TR 1A(2A)

0006421 N I35 7.728 ACRES

COLLECTING AGENCY DENTON COUNTY

P O BOX 90223 DENTON TX 76202

REQUESTED BY

LANDMARK SURVEYORS LLC

4238 | 35 NORTH DENTON TX 76207 PROPERTY OWNER

LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73120-4198

THIS IS TO CERT!FY 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.

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TAXES FOR (21) HAVE NOT BEEN BILLED OR CALCULATED 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

CURRENT VALUES

LAND MKT VALUE AG LAND VALUE APPRAISED VALUE **EXEMPTIONS**

LAWSUITS

1,178,209 1.265,348 IMPROVEMENT **DEF HOMESTEAD** LIMITED VALUE

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O

87.139 0 0

AMOUNT DUE INT **DEF INT ATTY** PEN **LEVY** YEAR TAX UNIT 0.00 0.00 0.00 0.00 0.00 CITY OF DENTON 0.00 2016 0.00 0.00 0.00 0.00 0.00 2016 DENTON COUNTY 0.00 0.00 0.00 0.00 0.00 0.00 0.00 2016 DENTON ISD \$0.00 2016 SUB TOTAL

TOTAL CERTIFIED TAX DUE12/2016:

\$ 0.00

ISSUED TO ACCOUNT NUMBER LANDMARK SURVEYORS LLC

111203DEN

CERTIFIED BY

HORIZED AGENT OF DENTON COUNTY

City of Denton

Design

901-A Texas Street Denton, TX 76209

COUNTY > S COUNTY'S Filed for Record in the Official Records Of: Denton County

On: 1/26/2017 3:19:38 PM In the PLAT Records

Doc No. Number of Pay Amount: 50.00 Order#:2017017 LOVES TRAVEL STOP ADDITIO ---- Doc Number: 2017 – 23

Doc Number of Pages: 1 Order#:20170126000431



DENTON COUNTY TAX ASSESSOR/COLLECTOR P O BOX 90223 **DENTON, TX 76202** (940) 349-3500

Tax Certificate

Property Account Number:

36962DEN

Statement Date:

12/19/2016

Owner:

LOVE'S TRAVEL STOPS &

Mailing Address:

COUNTRY S

10601 N PENNSYLVANIA AVE

Property Location:

0006415 N I35E

Legal:

A0141A BBB & CRR. TR 3, 1.565 ACRES, OLD DCAD

PAGE 1 OF 1

TR 1C

TAX CERTIFICATE FOR ACCOUNT: 36962DEN

AD NUMBER: A0141A-000-0003-0000

GF NUMBER:

CERTIFICATE NO: 31386322

DATE: 12/19/2016

FEE: \$10.00

PROPERTY DESCRIPTION

A0141A BBB & CRR. TR 3, 1.565

ACRES, OLD DCAD TR 1C

COLLECTING AGENCY

DENTON COUNTY P O BOX 90223

DENTON TX 76202

0006415 N I35E 1.565 ACRES

REQUESTED BY

LANDMARK SURVEYORS LLC

4238 | 35 NORTH DENTON TX 76207 PROPERTY OWNER

LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73120-4198

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.

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LAWSUITS

TAXES FOR LATE HAVE NOT BEEN BILLED OR CALCULATED. 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

CURRENT VALUES

LAND MKT VALUE 272,686 AG LAND VALUE 286,780 APPRAISED VALUE **EXEMPTIONS**

IMPROVEMENT DEF HOMESTEAD LIMITED VALUE

14.094 0 0

AMOUNT DUE PEN INT **DEF INT ATTY** LEVY TAX UNIT YEAR 0.00 0.00 0.00 0.00 0.00 0.00 2016 CITY OF DENTON 0.00 0.00 0.00 0.00 0.00 0.00 2016 DENTON COUNTY 0.00 0.00 0.00 0.00 0.00 2016 DENTON ISD 0.00 2016 SUB TOTAL \$0.00

TOTAL CERTIFIED TAX DUE12/2016:

\$ 0.00

ISSUED TO ACCOUNT NUMBER LANDMARK SURVEYORS LLC

36962DEN

CERTIFIED BY

AUTHORIZED AGENT PE

Design

901-A Texas Street Denton TX 76209

Filed Filed COUNTY TO Filed for Record in the Official Records Of: Denton County On: 1/26/2017 3:19:38 PM

In the PLAT Records LOVES TRAVEL STOP ADDITE

Doc Number: 2017 – 23 Number of Pages: 1 Amount: 50.00 Order#:20170126000431

By: TD

ū



BLLECTOR

Tax Certificate

Property Account Number:

36948DEN

Statement Date:

Owner:

Mailing Address:

GF NUMBER

COUNTRY S

TAX CERTIFICATE FOR ACCOUNT: 36948DEN

AD NUMBER: A0141A-000-0005-0000

10601 N PENNSYLVANIA AVE

Property Location:

0000000 135

Legal:

A0141A BBB & CRR. TR 5, 2.35 ACRES, OLD DCAD TR

PAGE 1 OF 1

DATE: 12/19/2016

FEE: \$10.00

PROPERTY DESCRIPTION

A0141A BBB & CRR. TR 5, 2.35 A

CRES, OLD DCAD TR 1B

COLLECTING AGENCY

CERTIFICATE NO 31386318

DENTON COUNTY P O BOX 90223 DENTON TX 76202

0000000 135 ACRES 2.35

REQUESTED BY

LANDMARK SURVEYORS LLC

4238 | 35 NORTH DENTON TX 76207 PROPERTY OWNER

LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73120-4198

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__ TAXES FOR OUT HAVE NOT BEEN BILLED OR CALCULATED. 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

	CUE	RRENT VALUES		
LAND MKT VALUE AG LAND VALUE APPRAISED VALUE	179.141 0 179.141	IMPROVEMENT DEF HOMESTEAD LIMITED VALUE	0 0 0	
EXEMPTIONS LAWSUITS				

YEAR	TAX UNIT	LEVY	PEN	INT	DEF_INT	ATTY	AMOUNT DUE
	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
	DENTON ISD	0.00	0.00	0.00	0 00	0.00	0.00
2010 1	DENTONION				2016 S	UB TOTAL	\$0.00

TOTAL CERTIFIED TAX DUE12/2016:

\$ 0.00

ISSUED TO

ACCOUNT NUMBER

LANDMARK SURVEYORS LLC

36948DEN

HORIZED AGENT OF DENTON COUNTY

City of Denton

Design 901-A Texas Street Denton, TX 75209

Filed for Record ■in the Official Records Of: **Denton County**

On: 1/26/2017 3:19:38 PM

In the PLA.
LOVES TRAVEL STUP P.
Doc Number: 2017 – 23
Number of Pages: 1
150.00 LOVES TRAVEL STOP ADDITIC

Order#:20170126000431

Bw: TD



DENTON COUNTY TAX ASSESSOR/COLLECTOR P Q BOX 90223 **DENTON, TX 76202** (940) 349-3500

Tax Certificate

Property Account Number:

36942DEN

Statement Date:

12/19/2016

Owner:

LOVE'S TRAVEL STOPS &

Mailing Address:

COUNTRY S

10601 N PENNSYLVANIA AVE

Property Location:

0006421 135

Legal:

A0141A BBB & CRR, TR 2, 2.25 ACRES. OLD DCAD TR

1A(2)

TAX CERTIFICATE FOR ACCOUNT: 36942DEN

AD NUMBER: A0141A-000-0002-0000

GE NUMBER:

CERTIFICATE NO 31386314

DATE: 12/19/2016

PAGE 1 OF 1

FEE: \$10.00

PROPERTY DESCRIPTION

A0141A BBB & CRR. TR 2, 2.25 A

CRES, OLD DCAD TR 1A(2)

COLLECTING AGENCY **DENTON COUNTY**

P O BOX 90223

DENTON TX 76202

0006421 135 2.25 ACRES

REQUESTED BY

LANDMARK SURVEYORS LLC

4238 | 35 NORTH DENTON TX 76207 PROPERTY OWNER

LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73120-4198

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 RECE!VING 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 LITTHAVE NOT BEEN BILLED OR CALCULATED. 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE. AG LAND VALUE APPRAISED VALUE. 343.035 343.035 IMPROVEMENT DEF HOMESTEAD LIMITED VALUE

0 0

0

EXEMPTIONS LAWSUITS

YEAR	TAX UNIT	LEVY	PEN	INT	DEFINT	ATTY	AMOUNT DUE
	OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
I I	FON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016 DENT		0.00	0.00	0.00	0 00	0.00	0.00
2010 DEN	011 1012				2016 S	UB TOTAL	\$0.00

TOTAL CERTIFIED TAX DUE12/2016:

\$ 0.00

ISSUED TO

ACCOUNT NUMBER

LANDMARK SURVEYORS LLC

36942DEN

CERTIFIED BY

AUTHORIZED AGENT OF DENTON COUNTY

Filed for Record in the Official Records Of:

Denton County

On: 1/26/2017 3:19:38 PM In the PLAT Records
LOVES TRAVEL STOP ADDITION
Doc Number: 2017 – 23
Number of Pages: 1

Amount: 50.00 Order#:20170126000431

Bv: TD



DENTON COUNTY TAX ASSESSOR/COLLECTOR P O BOX 90223 **DENTON, TX 76202** (940) 349-3500

Tax Certificate

Property Account Number:

111210DEN

Statement Date:

12/19/2016

Owner:

LOVE'S TRAVEL STOPS &

Mailing Address:

COUNTRY S

10601 N PENNSYLVANIA AVE

Property Location:

0006417 N I35

Legal:

A0141A BBB & CRR, TR 4, 1.1834 ACRES, OLD DCAD

TR 1C(1)

TAX CERTIFICATE FOR ACCOUNT: 111210DEN AD NUMBER: A0141A-000-0004-0000

GF NUMBER.

CERTIFICATE NO 31386313

DATE: 12/19/2016 FEE: \$10.00

PAGE 1 OF 1

PROPERTY DESCRIPTION

A0141A BBB & CRR. TR 4, 1.1834 ACRES, OLD DCAD TR 1C(1)

COLLECTING AGENCY DENTON COUNTY

P O BOX 90223 DENTON TX 76202

0006417 N I35 1.1834 ACRES

REQUESTED BY

LANDMARK SURVEYORS LLC

4238 | 35 NORTH DENTON TX 76207 PROPERTY OWNER

LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE OKLAHOMA CITY OK 73120-4198

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 A CHAVE NOT BEEN BILLED OR CALCULATED. 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

C	CURRENT VALUES	
103.096	IMPROVEMENT .	0
0	DEF HOMESTEAD:	0
103.096	LIMITED VALUE:	0

EXEMPTIONS LAWSUITS.

LAND MKT VALUE AG LAND VALUE

APPRAISED VALUE

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
	OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
1	ITON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016 DEN		0.00	0.00	0.00	0.00	0.00	0.00
EO IO DEII		<u> </u>			2016 \$	SUB TOTAL	\$0.00

TOTAL CERTIFIED TAX DUE12/2016:

\$ 0.00

ISSUED TO ACCOUNT NUMBER LANDMARK SURVEYORS LLC

111210DEN

CERTIFIED BY

AUTHORIZED AGENT OF DENTON COUNTY

Filed for Record in the Official Records Of:

Denton County

On: 1/26/2017 3:19:38 PM On: 1/20/40 / On the PLAT Records

No the PLAT Records

LOVES TRAVEL STOP ADDITION

Doc Number: 2017 - 23 Number of Pages: 1 Amount: 50.00 Order#:20170126000431

By: TD

EXHIBIT A PARCEL 074-8 LSE

METES & BOUNDS DESCRIPTION

LIFT STATION EASEMENT

TXDOT NOTE: LEGAL
DESCRIPTION OF FUTURE LIFT
STATION SITE. RECORDED COPY
WILL BE PROVIDED WHEN FILED.

BEING a 24,360 square foot (0.5592 acre) tract of land situated in the Ignacio De Los Santos Coy Survey, Abstract No. 212, Denton, County, Texas, and being part of Tract 4 described in Special Warranty Deed to Catdenton 35, Inc. recorded in Instrument No. 2013-15912, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod found for an interior corner of a called 4.20 acre tract of land described in the Deed to the State of Texas, recorded in Volume 400, Page 223, Deed Records, Denton County, Texas, and being in the west line of said Tract 4, and being at the intersection of the east right-of-way line of Interstate Highway No. 35, a variable width right-of-way, and the south right-of-way line of Ganzer Road;

THENECE North 88°55'11" East, along a south line of the said called 4.20 acre tract, at a distance of 106.40 feet passing a 5/8-inch iron rod with cap stamped "TXDOT" found, and continuing along the said south line, in all a total distance of 146.39 feet to the **POINT OF BEGINNING**:

THENCE North 88°55'11" East, continuing along the said south line, a distance of 130.05 feet to a point for corner, from which a PK nail found bears North 88°55'11" East, a distance of 23.72 feet;

THENCE South 00°23'14" West, departing the said south line, a distance of 178.13 feet to a point for corner;

THENCE North 89°36'46" West, a distance of 79.50 feet to a point for corner;

THENCE South 00°23'35" West, a distance of 10.19 feet to a point for corner;

THENCE South 42°42'47" West, a distance of 52.61 feet to a point for corner;

THENCE North 16°41'25" West, a distance of 51.34 feet to a point for corner;

THENCE North 00°23'14" East, a distance of 174.80 feet to the **POINT OF BEGINNING** and containing 24,360 square feet or 0.5592 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.

JØSHUA 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



LIFT STATION EASEMENT IGNACIO DE LOS SANTOS COY SURVEY ABSTRACT NO. 212 DENTON COUNTY, TEXAS

Kimley >>> Horn 801 Cherry Street, Unit 11, # 1300

Fort Worth, Texas 76102 FIRM # 10194040

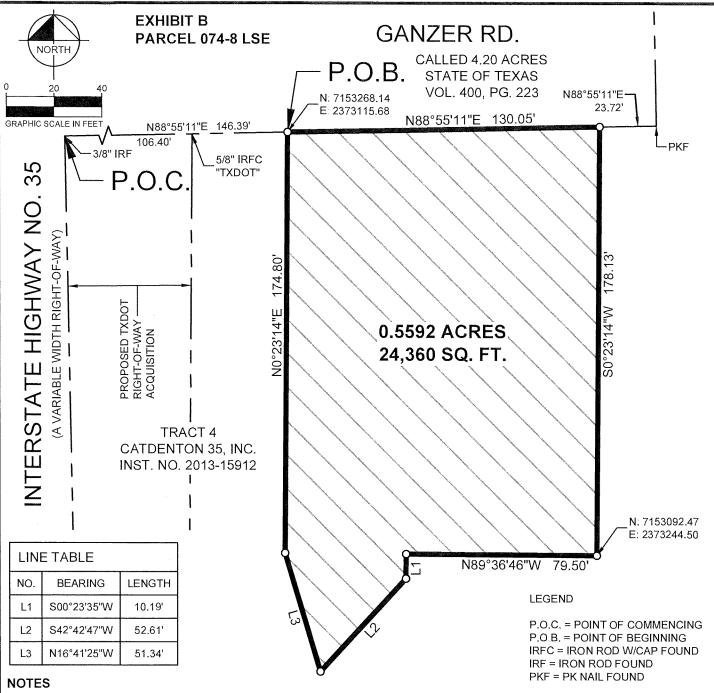
www.kimley-hom.com

N/A

Drawn by DMD

Project No.

Sheet No. 1 OF 2



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.

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 LIFT STATION EASEMENT IGNACIO DE LOS SANTOS **COY SURVEY** ABSTRACT NO. 212 DENTON COUNTY, TEXAS

Scale

DMD

Date JDW

JOSHUA D. WARGO

EXHIBIT A PARCEL 074-8 AE

METES & BOUNDS DESCRIPTION

ACCESS EASEMENT

BEING an 18,634 square foot (0.4278 acre) tract of land situated in the Ignacio De Los Santos Coy Survey, Abstract No. 212, Denton County, Texas, and being part of Tract 4 described in Special Warranty Deed to Catdenton 35, Inc. recorded in Instrument No. 2013-15912, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod found for an interior corner of a called 4.20 acre tract of land described in the Deed to the State of Texas, recorded in Volume 400, Page 223, Deed Records, Denton County, Texas, and being in the west line of said Tract 4, and being at the intersection of the east right-of-way line of Interstate Highway No. 35, a variable width right-of-way, and the south line of Ganzer Road;

THENCE North 88°55'11" East, along a south line of the said called 4.20 acre tract, at a distance of 106.40 feet passing a 5/8-inch iron rod with cap stamped "TXDOT" found, and continuing along the said south line, in all a total distance of 276.44 feet to a point, from which a PK nail found bears North 88°55'11" East, a distance of 23.72 feet;

THENCE South 0°23'14" West, departing the said south line, a distance of 9.34 feet to the POINT OF BEGINNING;

THENCE North 88°53'50" East, a distance of 7.01 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 27.50 feet, a central angle of 90°00'00", and a chord bearing and distance of North 43°53'50" East, 38.89 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 43.20 feet to a point for corner;

THENCE North 01°06'10" West, a distance of 6.23 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 42.50 feet, a central angle of 89°58'01", and a chord bearing and distance of North 43°52'51" East, 60.09 feet;

THENCE in a northerly direction, with said tangent curve to the right, an arc distance of 66.73 feet to a point for corner;

THENCE North 88°51'51" East, a distance of 248.70 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 27.50 feet, a central angle of 89°05'58", and a chord bearing and distance of North 44°18'52" East, 38.58 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 42.76 feet to a point for corner;

THENCE North 00°14'07" West, a distance of 36.72 feet to a point for corner in the south line of aforementioned Ganzer Road, from which a 5/8-inch iron rod with cap stamped "4573" found at the easternmost southeast corner of the said called 4.20 acre tract, bears South 88°42'40" West, a distance of 29.82 feet;

THENCE North 88°42'40" East, along the said south line, a distance of 25.00 feet to a point for corner;

THENCE South 00°14'04" East, departing the said south line, a distance of 47.02 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 42.50 feet, a central angle of 89°05'58", and a chord bearing and distance of South 44°18'52" West, 59.63 feet;

THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 66.09 feet to a point for corner;

(CONTINUED ON SHEET 2)

ACCESS EASEMENT
IGNACIO DE LOS SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS



JDW

 Fort Worth, Texas 76102
 FIRM # 10194040

 Scale
 Drawn by
 Checked by
 Date

 Date
 Project No.
 Sheet No.

 5/8/2023
 061024063
 1 OF 4

EXHIBIT A PARCEL 074-8 AE

METES & BOUNDS DESCRIPTION CONTINUED

ACCESS EASEMENT

THENCE South 88°51'51" West, a distance of 248.55 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 27.50 feet, a central angle of 89°58'01", and a chord bearing and distance of South 43°52'51" West, 38.88 feet;

THENCE in a southerly direction, with said tangent curve to the left, an arc distance of 43.18 feet to a point for corner;

THENCE South 01°06'10" East, a distance of 109.61 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 42.50 feet, a central angle of 91°28'59", and a chord bearing and distance of South 44°38'20" West, 60.88 feet;

THENCE in a southerly direction, with said tangent curve to the right, an arc distance of 67.86 feet to a point for corner:

THENCE North 89°31'15" West, a distance of 19.25 feet to a point for corner;

THENCE North 00°23'14" East, a distance of 127.87 feet to the **POINT OF BEGINNING** and containing 18,634 square feet or 0.4278 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.

JÓSHUA D. WARGO

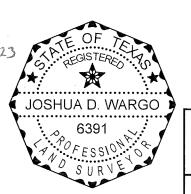
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6391

801 CHERRY STREET UNIT 11 SUITE 1300

FORT WORTH, TEXAS 76102

PH. 817-335-6511

josh.wargo@kimley-horn.com



ACCESS EASEMENT
IGNACIO DE LOS SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

Kimley >>> Horn

Of Cherry Street, Unit 11, # 1300

Tel. No. (817) 335-

Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511 www.kimley-hom.com

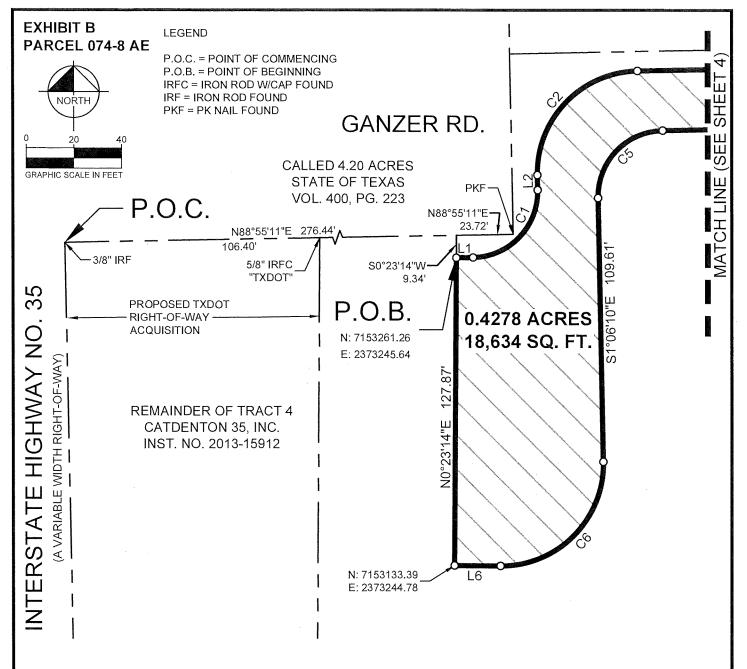
 Scale
 Drawn by

 N/A
 DMD

N 5/8

 Project No.
 Sheet No.

 061024063
 2 OF



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.

ÆOSHUA D. WARGO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6391 801 CHERRY STREET **UNIT 11 SUITE 1300** FORT WORTH, TEXAS 76102

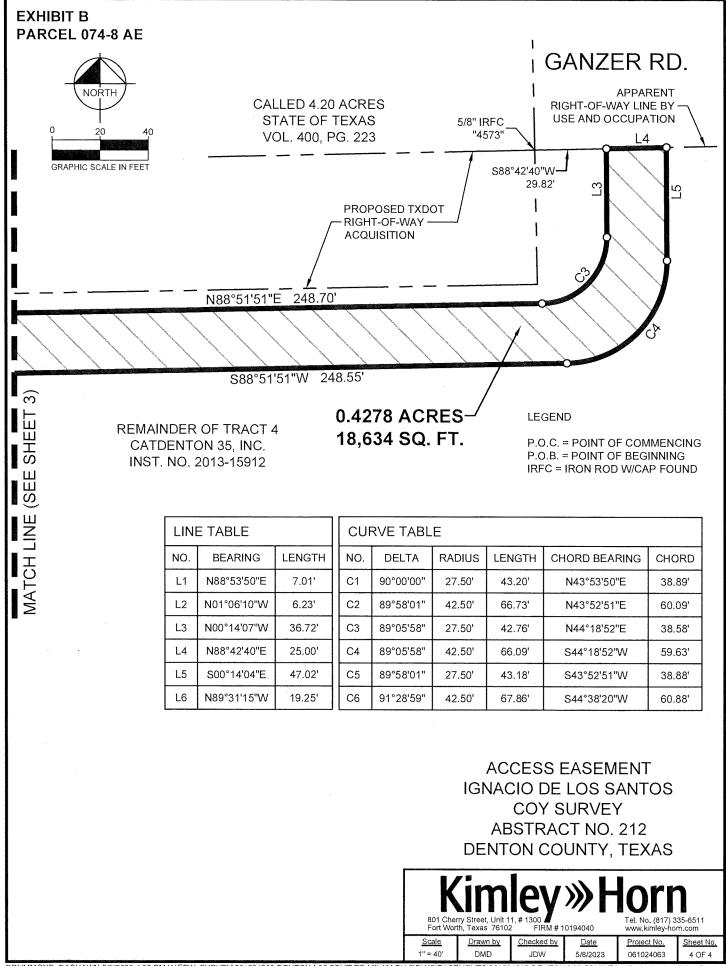
PH. 817-335-6511 josh.wargo@kimley-horn.com



ACCESS EASEMENT IGNACIO DE LOS SANTOS **COY SURVEY** ABSTRACT NO. 212 DENTON COUNTY, TEXAS

Scale

Drawn by





TABULATION OF VALUES

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

Taking Type: Partial District: Dallas
Size of Remainder: 696,960 SF (16.0000 Acres) County: Denton
Type of Property: Vacant Land Federal Project: N/A

Contract Fencing: N/A
Appraised by: Brent Pitts
Date Appraised: July 6, 2023

Access will be provided or denied to the new facility. If access will be partially provided or denied, explain in

comments.

Agency	Participating Percentage	Expense Description	
N/A	N/A	N/A	

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
CatDenton 35 Inc	Access and Lift Station Easements	42,994 SF	\$138,333.00	N
		TOTAL	\$138,333.00	N

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
\$138,333.00	\$1,087.00	\$0.00	\$40,064.00	\$179,484.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
Α	Fencing	150 LF – Barbed Wire	\$1,087.00	\$11.00	
		Total	\$1,087.00	\$11.00	

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
\$16,817.00	\$0.00	\$23,247.00	\$40,064.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A					
		Total			

V. Recapitulation

Date:	July 6, 2023	Recomn Val	
Appraiser's Name:	Brent Pitts		
Value of Whole Property	\$2,266,207.00		
Parcel Area: Square Feet	42,994		
VALUE FOR PARCEL	\$0.00		\$0.00
Land: Per Square Foot – Fee Simple	\$3.25		
Land: Per Square Foot – Access and Lift Station Easements	\$3.2175		
Easement	\$138,333.00	\$1	38,333.00
Improvements	\$1,087.00		\$1,087.00
Net Damages or (Enhancements)	\$40,064.00	\$	540,064.00
OAS Value(s)			
TOTAL COMPENSATION	\$179,484.00	\$1	79,484.00

Calculations for Net Damages or (Enhancements) consider Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VI. Comments and Conclusions on Values in the Appraisal Report

Project: The proposed project is for the relocation of water, wastewater, and electric lines owned by the City of Denton. The project is a result of the new right-of-way line after acquisitions by the Texas Department of Transportation for the IH-35 roadway project. The City of Denton indicates that installation of the new utility lines will be by open cut sections and any site improvements affected will be restored to similar or better than what was present before. The project will extend from Post Oak Drive to Loop 288.

The appraisal under review considers an easement acquisition represented as Parcel 074-8 AE & 074-8 LSE of the IH-35 Utility Relocation in the City of Denton, Denton County, Texas. The appraisal report is prepared by Mr. Brent Pitts, dated August 14, 2023, and is effective as of July 6, 2023 (the date of the last inspection). The parent tract consists of two tax parcels containing a total of 63.025 acres, or 2,745,369 square feet, of vacant land. The appraiser uses a smaller economic unit for valuing the subject property. The subject is a 16.0000-acre, or 696,960-square-foot tract of vacant land and supporting site improvements. For this analysis, the whole property is land and affected site improvements (barbed wire fencing) within the acquisition. The land is valued via the sales comparison approach. The cost approach is utilized to value the affected site improvements. The sales comparison and income approaches to value, with respect to improved properties, are not applicable and are omitted. The appraiser uses the subject land size as stated by the survey provided by the client and other information. The area of the proposed easement acquisition is stated in the parcel survey and field notes. The appraiser has calculated the remainder land area by subtracting the easement acquisition from the whole property size.

Location and Property Owner: The property is located at the southeast corner of Ganzer Road and IH 35, in the northern portion of the City of Denton, Denton County, Texas. The site does not have a physical address. The ownership is listed as CatDenton 35 Inc. There have been no property transfers within the past five years. The property is not currently listed for sale or under contract. Mr. Pitts sent a certified letter to the property owner discussing the project and requesting a site visit. The property owner did not respond, so the property was inspected from the public right-of-way.

Whole Property and Highest and Best Use: The subject parcel is rectangular in shape and contains 16.0000 acres, or 696,960 square feet. The site has approximately 560 linear feet of frontage along the IH 35 service road and approximately 800 front feet along Ganzer Road. The subject resides in the City of Denton and is zoned "GO", General Office, and "RR", Rural Residential. All utilities are available to service the property. Approximately 45% of the site is encumbered by flood land.

The subject and market area are examined with respect to the four tests of highest and best use. The appraiser states the highest and best use, as vacant, is for commercial use. Because the subject is appraised as vacant land, a highest and best use, as improved, is not necessary.

Valuation (Land Only): The market area is analyzed for trends and information that affect real estate value, and the conclusions thereof are adequately supported. The land is valued via the sales comparison approach, using five comparable sales in the market area. The sales transacted between August 2020 and January 2023. Adjustments are supported by the appraiser's reasoning and logic with respect to the market data and analysis presented. After applicable adjustments for market conditions, location, access, size, topography, zoning, utilities, and floodplain, the sale prices range from \$2.03 to \$3.93 per square foot. The reconciled unit value for the subject land is concluded at \$3.25 per square foot. This equates to \$2,265,120 for the subject land in the whole property condition, as detailed below.

Subject Land – 696,960 SF x \$3.25/SF = \$2,265,120

The cost approach is developed to value the site improvements affected by the acquisition. The appraiser states there are 150 linear feet of barbed wire fencing with a contributory value of \$1,087.

By combining the land value of \$2,265,120 and \$1,087 for the site improvements, Mr. Pitts estimates the whole property value to be \$2,266,207.

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VI. Comments and Conclusions on Values in the Appraisal Report

Partial Acquisition: The easement acquisition contains 42,994 square feet, is irregular in shape, and is located near the northwest corner of the site.

The easement acquisition is for an access and lift station easement. The appraiser estimates the value of the easement areas to be 99% of fee simple, or 99% of \$3.25 per square foot. This equates to \$3.2175 per square foot for the easement areas. The appraiser states that 99% is used because the area within the easement will not be accessible after the proposed acquisition and it is unlikely that any improvements will be permitted within the proposed easement. The unit value of \$3.2175 per square foot is applied to the 42,994 square feet of land within the easement acquisition parcels. The result is a value of \$138,333 as detailed below.

42,994 SF x \$3.2175/SF = \$138,333

In addition to the land, there are 150 linear feet of barbed wire fencing with a contributory value of \$1,087.

The total estimated value for the part acquired is \$139,420, consisting of \$138,333 for the land and \$1,087 for the affected site improvements.

Remainder Property (Land Only): The remainder **before** the acquisition is \$2,126,787, as detailed below.

Easement Land 42,994 SF x \$0.0325 per square foot = \$ 1,398 Remainder Land 653,966 SF x \$3.25 per square foot = \$2,125,389 Remainder Before 696,960 SF \$2.126,787

The remainder **after** property of 696,960 square feet is appraised using the same five comparable sales as in the whole property valuation. The value conclusion is unchanged at \$3.25 per square foot. However, the easement will include perimeter fencing that will restrict access to a strip of land on the northern portion of the site. The severed area measures approximately 5,227 square feet, which will be valued similarly to the easement land. This equates to \$2,109,970 for the subject land in the remainder after as detailed below.

Easement Land 42,994 SF x \$0.0325 per square foot = \$ 1,398 Severed Land 5,227 SF x \$0.0325 per square foot = \$ 170 Remainder Land 648,739 SF x \$3.25 per square foot = \$2,108,402 Remainder Before 696,960 SF \$2,109,970

The highest and best use of the subject property is not changed or affected. A portion of the remainder will be severed by the proposed easement and will therefore suffer reduced utility, resulting in permanent damages to the remainder property because of the acquisition.

Total Compensation: Page 6.0 summarizes the total compensation due the property owner as **\$179,484**, comprised of \$139,420 for the part acquired and \$23,247 as a cost to cure.

Cost-To-Cure: The fencing with new gates will need to be reestablished on the remainder, creating a cost-to-cure. Page 6.1 of the appraisal provides the appraiser's estimate. Costs are based on Marshall & Swift and local contractors. The appraiser indicates the total cost to be \$24,334. To avoid double compensation, the appraiser deducts \$1,087, which was paid for the site improvements in the part acquired. After deducting money already paid in the part acquired the cost to cure totals \$23,247.

Form ROW-A-10 (Rev. 09/16) Page 5 of 10

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VI. Comments and Conclusions on Values in the Appraisal Report

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

- 1. Is there a denial of direct access to this parcel? No
- 2. If so, is the denial of direct access material? N/A
- 3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.00.

Form ROW-A-10 (Rev. 09/16) Page 6 of 10

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VII. Justification and Explanation for Credit if Retained.

The fencing is considered to have a salvageable value of 1%.

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.

Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.

The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser	Date	
Tommy Matthews Contract Reviewing Appraiser (if applicable)	<u>August 15, 2023</u> Date	
Division Reviewing Appraiser (if applicable)	Date	
X. Approval of Values		
County/City Representative	Date	
ROW Staff Representative	Date	

Form ROW-A-10 (Rev. 09/16) Page 7 of 10

APPRAISAL REVIEW

In keeping with USPAP Standards Rule 3-2 and 3-5, the following information is provided:

Client: The City of Denton and Cobb, Fendley, & Associates

Intended User(s): Cobb, Fendley, & Associates, The City of Denton, its counsel, employees, agents, and assigns.

Intended Use: to provide a recommendation of the appraisal for use by The City of Denton for acquisition purposes as it pertains to the parcel described herein.

Purpose of Review: To determine if the conclusions and methodology used in the appraisal report are reasonable and appropriate, and if the elements in the report meet the standards of the intended users, and communicate my findings to the client, by written review. This assignment does not include the development of my own opinion of value. This review assignment is intended to aid in decision-making and property acquisition with respect to The City of Denton's IH-35 Utility Relocation project and includes a review opinion related only to the work under review.

Effective Date of Review: the work was under review on August 13, 2023, and this is considered the effective date of the review.

Date of Work Under Review (Appraisal Report Date): August 14, 2023

Effective Date of the Appraisal under review: July 6, 2023

Date of this Appraisal Review Report: August 15, 2023

Scope of Review: with respect to the appraisal review process, I have completed the following:

I have read the appraisal report in its entirety, examined it for completeness, and have provided comments to the appraiser for consideration. I have not reviewed the appraiser's work file and assume that items referenced in the appraisal report are retained in the work file; and the work file includes all information necessary to produce a credible opinion of value of the subject appraised. I did not research the market for additional comparable sales or other market data. I personally inspected the subject property and comparable sales utilized in the appraisal report under review. The subject property was inspected from the public right-of-way and/or subject property, and I had an unobstructed view of the proposed acquisition area (excepting areas of dense vegetation).

My opinion of the work under review is limited to the report and information provided by the appraiser, and when necessary, information provided by The City of Denton (e.g., ROW maps). No other information was relied on. The information provided in the appraisal report is considered reliable but is not guaranteed. I did not confirm any of the subject, or comparable sale data. I did not perform any additional research, and I have not formed an independent opinion of market value for the subject property, acquisition, or remainder property. I have adequate knowledge of this property type and market area to meet the competency requirements set forth in USPAP.

No extraordinary assumptions or additional hypothetical conditions are necessary in this review assignment. I have prepared a written report with my recommendations regarding the appraisal report.

Form ROW-A-10 (Rev. 09/16) Page 8 of 10

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statement of facts and data reported by the reviewer and used in the review process are true and correct.
- The analyses, opinions and conclusions in this review are limited only by the reported assumptions and limiting
 conditions stated in this review report, and are my personal, impartial, and unbiased professional analysis, opinions
 and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and have no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this
 review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*, and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have made a personal inspection of the subject property of the report under review and the comparable sales included in that report.
- No one provided significant real or personal property appraisal review assistance to the person signing this
 certification.
- As of the date of this review, I am certified under the requirements of the State of Texas as a general real estate appraiser.
- As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

Tommy Matthews

State Certified General Appraiser, TX-1337544-G

mmy Matthews

DONALD THOMAS MATTHEWS 2400 CARDINAL BOULEVARD CARROLLTON, TX 75010



Certified General Real Estate Appraiser

Appraiser: DONALD THOMAS MATTHEWS

License #: TX 1337544 G License Expires: 11/30/2023

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz Commissioner

Chilson BE

Form ROW-A-10 (Rev. 09/16) Page 10 of 10

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

To assist the reader in interpreting this appraisal review report, general assumptions and limiting conditions are set forth below.

Information provided by others is assumed to be true, accurate, and reliable.

The legal description used in the appraisal report under review is assumed to be correct.

No opinion is expressed or assumed for legal matters that may affect title or use of the subject property.

The date of the review opinion on which the opinions expressed in this report apply, is set forth in the report. I assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated.

All opinions and comments pertaining to the work under review represent my opinion, formed after examination of the appraisal report reviewed. While it is believed the information and analyses are correct, I do not guarantee them and assume no liability for errors in fact, analysis or judgment.

The analyses, opinions and conclusions in this appraisal review report are based solely on the data, analyses and conclusions contained in the appraisal report under review. It is assumed that this data is representative of existing market conditions.

All analyses, opinions, and conclusions expressed by me are limited by the scope of the review process.

Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without my written consent and approval.

I am not required to give testimony or to appear in court because of this review assignment, unless prior arrangements have been made.

No responsibility for hidden defects or conformity to specific governmental requirements can be assumed without provision of specific professional or governmental inspections. While the general conditions of the property were observed, no guarantee can be made concerning the individual components of the property.

I am not qualified to make a complete inspection of any well, septic system, underground storage tanks, or environmental condition, and these are beyond the scope of this report. No statements can be made concerning the adequacy or condition of these or other systems, or any effect on value.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in completing this review assignment.

The possession of this report, or any part of it, or a copy of it, does not convey the right of publication; it may not be used for any purpose other than the intended purpose stated herein, by any person or entity other than the intended users stated herein, without my written consent.

Your acceptance and/or use of this report acknowledges your acceptance of the foregoing General Assumptions and Limiting Conditions.