



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

January 13, 2023

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

RE: Approved Standard Utility Agreement – UID: U00011546
City of Denton
IH 35E From: South of Mayhill to: South of SL 288
RCSJ: 0196-01-114 / CCSJ: 0196-01-106
Federal Project Number: N/A
Denton County

Dear Mr. Hull,

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

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

Also attached are the specifications for utility construction including: General Utility Installations, Aerial Installations, Underground Power Line Installations, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications, "Buy America" guidelines, and a copy of Form 1818.

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. Install 1 manhole at Brinker Road at IH 35 Sta 1804+13. Reclaimed Water Line: Install approximately 31 LF of 20" HDPE water line, and 595 LF of 48" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1760+93. Approximately 238 LF of 18" reclaimed water line to be removed. Approximately 637 LF of 18" reclaimed water line and 554 LF of 8" sanitary sewer and 151 of 12" sanitary sewer to be abandoned by grout fill. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

City of Denton has submitted a calculated total estimated cost for this adjustment of \$1,510,007.00. There is no elective betterment associated with this plan of adjustment. There is no elective betterment or declared salvage credit associated with this plan of adjustment.

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

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

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

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

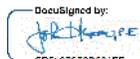
1. Highway Name – RCSJ XXXX XX XXX – Utility Name (U# and/or Utility ID#)
2. Starting and Ending Dates of Construction
3. If applicable, "Buy America" Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be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

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

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

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

Sincerely,

DocuSigned by:


John Hudspeth, P.E.

Deputy District Engineer, Dallas District

Attachments

cc: Jeremy Miller 

Darla Payberah, P.E. 

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

Travis Campbell, P.E. 
 Area Office Engineer



Form ROW-U-35
(Rev. 10/20)
Page 1

STANDARD UTILITY AGREEMENT

U Number: N/A Utility ID: U00011546

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

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

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

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

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

- Sanitary Sewer Line: Install 1 manhole at Brinker Road at IH 35 Sta 1804+13.
- Reclaimed Water Line: Install approximately 331 LF of 20" HDPE water line, and 595 LF of 48" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1760+93.
- Approximately 238 LF of 18" reclaimed water line to be removed.
- Approximately 637 LF of 18" reclaimed water line and 554 LF of 8" sanitary sewer and 151 of 12" sanitary sewer to be abandoned by grout fill; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

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

NOW, THEREFORE, BE IT AGREED:

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

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

 1/17/2023
Date
TxDOT

 
Initial Date
Utility

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

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

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

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

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

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

Upon execution of this agreement by both parties hereto, the State will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the State or any other party with the Utility's ability to proceed with the work, or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");


 Date
 1/17/2023
 TxDOT


 Initial
 Date
 12/7/22
 Utility

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

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

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

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

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

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


 Initial _____
 Date 1/17/2023
 TxDOT


 Initial _____
 Date 12/7/22
 Utility

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

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

UTILITY

Utility: City of Denton Wastewater
Name of Utility

By: 
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

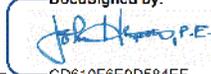
Date: 12/7/22

EXECUTION RECOMMENDED:

DocuSigned by:
 12/7/2023
04C4FD5FAADC42F...
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:  P.E.
CD610F6E0D584EF...
District Engineer (or designee)

Date: 1/18/2023

 1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility

Attachment "A" Plans, Specifications, and Estimated Costs

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

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

 1/17/2023

Initial Date
TxDOT

 12/7/22

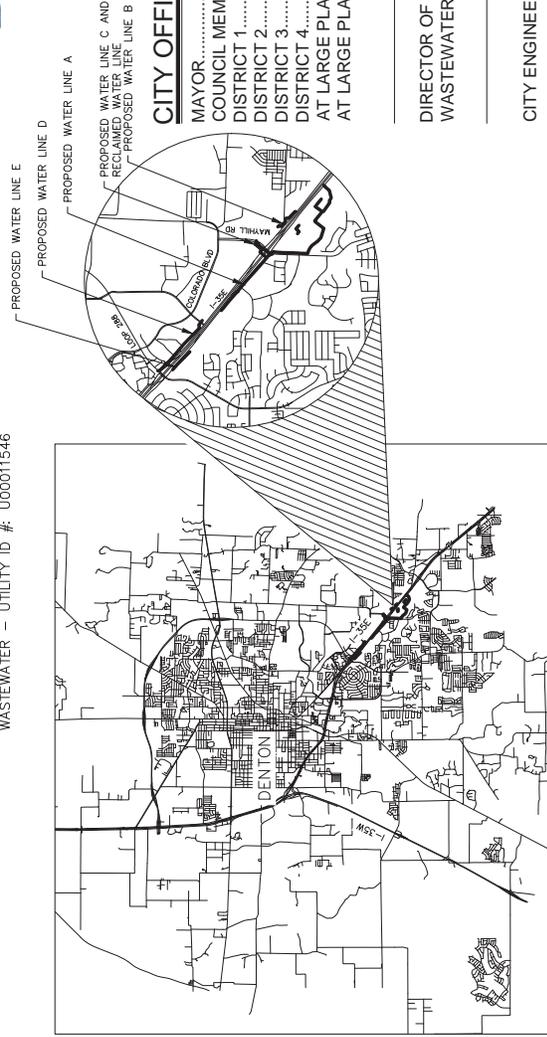
Initial Date
Utility

THE CITY OF DENTON, TEXAS PLANS FOR THE:

IH-35E MAYHILL UTILITY RELOCATIONS

IFB #7968-001

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



Location Map
N.T.S.

SHEET INDEX:

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

TxDOT GENERAL NOTES:

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

Chris Gay

(CHRISTOPHER GAY, P.E. #22045)
*THE STANDARD TxDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

CITY OFFICIALS:

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

DIRECTOR OF WATER AND
WASTEWATER UTILITIES

STEPHEN GAY

CITY ENGINEER

REBECCA DIVINEY, P.E.

PROGRAM MANAGER
CAPITAL PROJECTS
ENGINEERING

KYLE PEDIGO



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

OCTOBER 2022

No.	Revision	By	Date
1A	FOR THE BOARD OF PUBLIC UTILITIES	CAJ	10/12/2022



Point #	Northing	Easting	Elevation	Description
1	7116278.54	2395342.59	678.88	CP SR 12
1071	7116955.14	2394611.86	666.43	CP NLS
1526	7117033.78	2394370.85	665.50	CP NLS
1625	7117140.87	2394347.86	666.73	CP NLS
2133	7117291.16	2394127.11	667.85	CP NLS
4267	7116897.10	2394469.18	663.29	CP XS
10010	7113316.04	2400320.03	626.82	CP XS
11593	7114765.99	2397742.21	634.82	CP XS
11602	7114707.28	2397398.11	630.94	CP XS
11863	7117254.18	2394743.92	659.67	CP XS
11883	7117275.40	2394761.72	671.35	CP XS
12035	7113968.20	2394403.37	646.94	CP XS
12036	7113933.56	2398225.91	646.83	CP XS
12366	7114669.25	2397881.13	640.37	CP XS
12541	7114689.97	2397871.39	631.04	CP XS
12874	7114453.56	2397511.26	630.54	CP XS
14101	7117034.41	2395079.09	686.62	CP XS
14102	7117446.40	2394617.33	662.66	CP XS
14103	7117330.53	2394626.10	673.54	CP XS
14106	7117176.48	2394766.99	672.18	CP XS
14107	7116714.21	2395418.17	687.07	CP XS
14110	7116433.91	2395641.92	674.87	CP XS
14111	7116278.20	2395626.89	682.31	CP XS
14113	7116154.86	2395988.13	683.52	CP XS
14114	7116914.95	2396150.15	674.64	CP XS
14115	7115971.36	2396372.20	662.70	CP XS
14117	7115933.03	2396433.55	656.24	CP XS
14118	7115906.63	2396306.16	652.28	CP XS
14123	7115894.80	2396111.76	641.25	CP XS
14125	7115316.84	2400232.03	626.98	CP XS
14126	7115015.62	2399959.85	619.57	CP XS
14140	7113822.64	2399032.67	638.85	CP XS
14142	7112920.90	2399409.98	623.91	CP XS
14143	7112814.70	2399524.38	622.08	CP XS
14144	7112620.76	2399742.38	621.30	CP XS
14145	7112554.48	2399588.15	621.27	CP XS
15854	7116951.08	2395236.03	692.55	CP XS
30779	7111523.91	240714.86	616.10	CP XS
30478	7111622.66	240147.91	612.73	CP XS
30809	7112046.70	2401507.32	607.02	CP XS
45018	7110322.60	2401024.42	603.66	CP XS
45221	7110221.52	2401758.33	603.09	CP XS
45222	7110041.89	2401945.03	602.70	CP XS
45369	7110332.27	2402167.35	603.36	CP XS
45835	7110538.47	2402355.53	599.62	CP XS
60001	7109882.70	2402554.14	596.74	CP XS
60568	7109872.35	2402568.56	596.87	CP XS
60286	71104513	2402768.28	593.84	CP XS

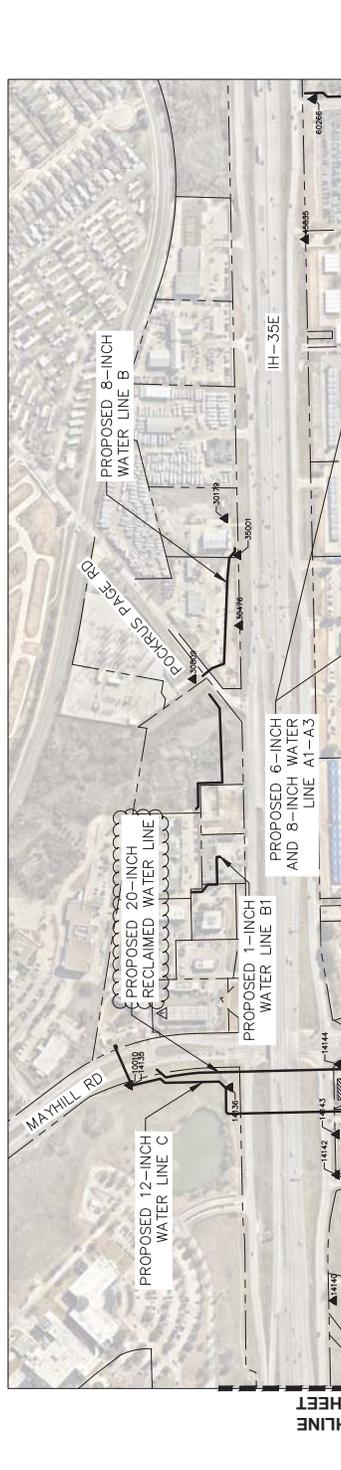
CONTROL POINT TABLE



THIS SHEET



THIS SHEET



SHEET NOTES:
 1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. FEET AND DECIMALS THEREOF, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83). THE HORIZONTAL COORDINATE SYSTEM WITH THE DENTON COUNTY SCALE FACTOR 0.998849393 IS APPLIED (SURFACE) 0.998849393 = GRID VALUE.



Date

07/13/2022

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

RE: Abandonment Request

Installation Request No. (Permit): DAL20220504165610 (WW)

County: Denton

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

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

IH-35E Mayhill
From: South of Mayhill Road To: South of SL 288
RCSJ: 0196-01-100 CCSJ: 0196-02-109
Federal Project Number: n/a
U00011546 (WW)

Dear Mr. Bur:

The City of Denton

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

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

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

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

The existing 8" sanitary sewer and 18" reclaimed water lines to be abandoned will be adjusted and/or relocated in compliance with TXDOT's UAR.

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

The existing type of utility facility to be abandoned by removal or grout fill is identified as approximately: 554 LF of 8" sanitary sewer line, 151 LF of 12" sanitary sewer line, and 875 LF of 18" non potable/reclaimed water line, as described further on the attached exhibits. The existing lines consist of clay and PVC, with average bury depths of 8-feet, but varying from 6-ft to 10-ft.

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

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

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

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

The enclosed plans and supporting documentation includes:

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

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

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

If you have any questions, please contact,

Utility Owner Contact: David Brown Project Manager Denton Water Utility

Address: 901 -A Texas Street
Denton, Texas 76209

Phone Number: 940-349-8480

Email Address: David.Brown@cityofdenton.com

Your consideration to this matter is greatly appreciated.

Sincerely,



Please sign above and include name and title below

David Brown
Project Manager

Attachments: Permit, Plans, Exhibits and Supporting Documentation

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

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

DALLAS DISTRICT APPROVAL

DS
MB DISTRICT ENGINEER

CC
CC DEPUTY DISTRICT ENGINEER

DS
JH DIRECTOR OF TP&D

DS
DP UTILITIES SUPERVISOR

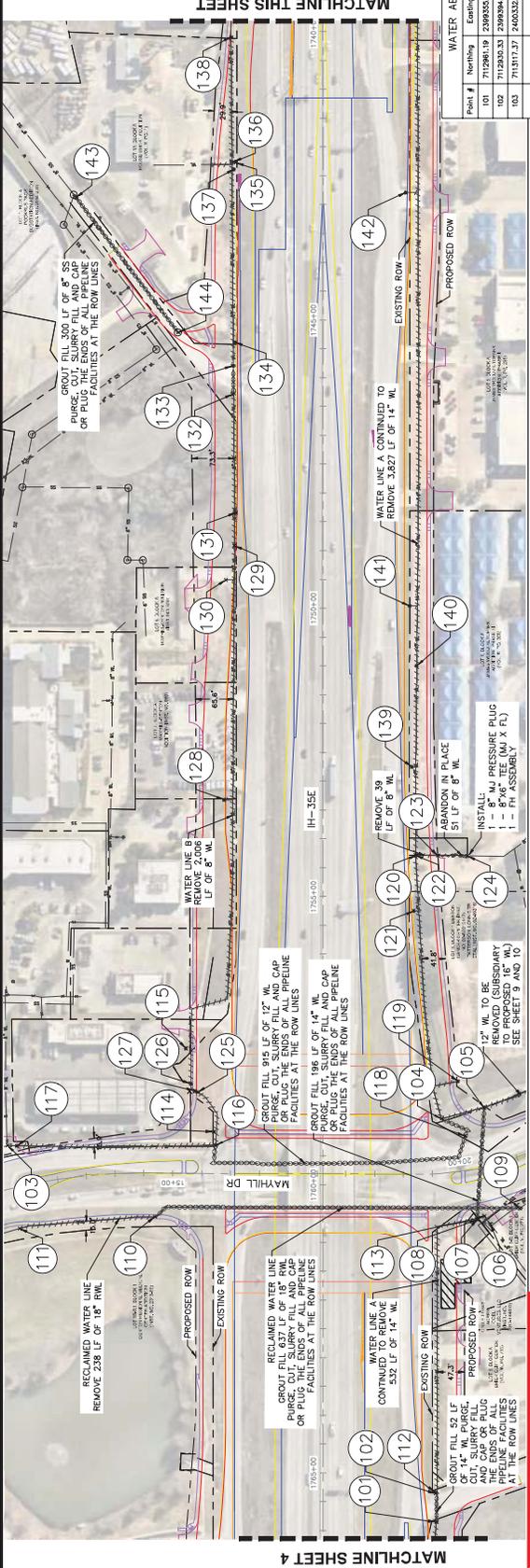
DS
JTC AREA ENGINEER

DS
DVP Design PM

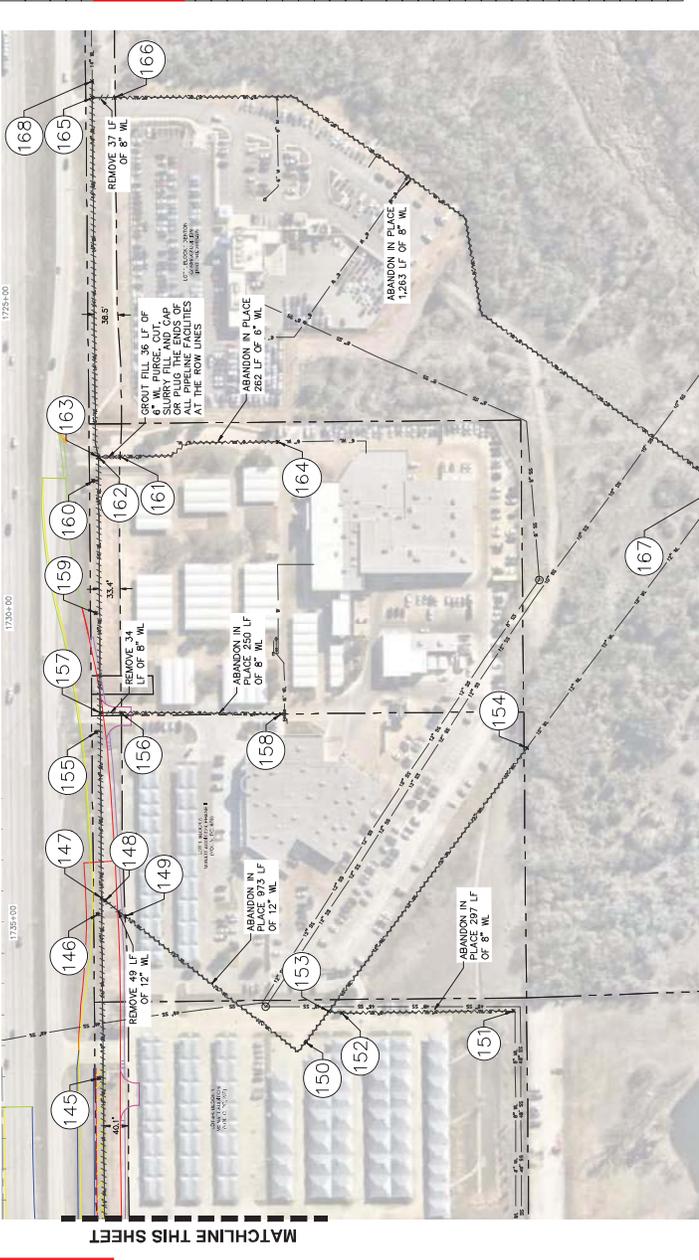
CITY OF DENTON
 UTILITY REVISIONS
 HI-35E MAYHILL
 (SHEET 2 OF 2)
 PROPOSED UTILITY ABANDONMENT



DATE: JULY 2022
 DESIGN: CFI
 DRAWING: NDOH
 CHECKED: JRA
 KHA NO.: 061204039



Point #	Northing	Easting	Description
101	712981.19	239035.98	BEIN 12\"/>



Point #	Northing	Easting	Description
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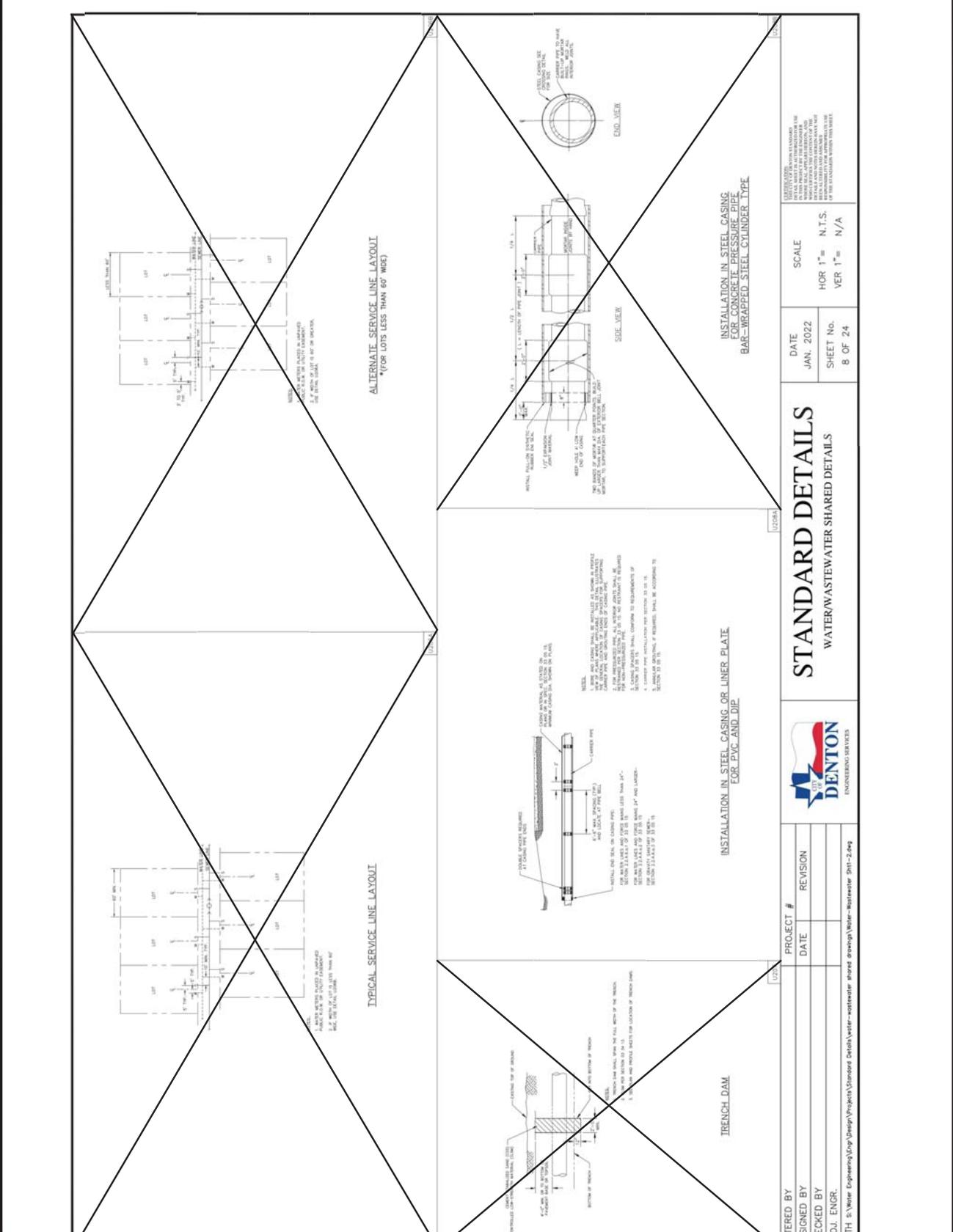


STANDARD DETAILS WASTEWATER DETAILS		SCALE	DATE	SHEET No.
		HOR 1" = N/A VER 1" = N/A	JAN. 2022	4 OF 24
			ENTERED BY DESIGNED BY CHECKED BY PROJ. ENGR. PATH: S:\Water_Engineering\Utility\Design\Projects\Standard Details\Wastewater Details Sheet 1-3.dwg	PROJECT # DATE REVISION

SECTION	SECTION	SECTION	SECTION	SECTION
<p>PRE-CAST MANHOLE WITH LINING</p>	<p>DROP MANHOLE</p>	<p>CAST-IN-PLACE MANHOLE</p>	<p>SEWERLINE INTERSECTION</p>	<p>ABANDONMENT OF MANHOLE</p>
<p>WATERTIGHT MANHOLE COVER WITH CAM-LOCKS AND GASKET</p>	<p>COMPOSITE WATERTIGHT MANHOLE COVER WITH CAM-LOCKS AND GASKET</p>	<p>FIBERGLASS MANHOLE WITH STUBBOUS</p>		



<p>TYPICAL UTILITY PLACEMENTS</p>	<p>TYPICAL SAW-CUT</p>	<p>PROPOSED PAVEMENT TRENCH</p>	<p>CONCRETE ENCASMENT FOR UTILITY LINES</p>						
<p>UNPAVED TRENCH</p>	<p>EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT</p> <p>• MODIFIED</p> <p>• FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 65</p>	<p>EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE</p> <p>• MODIFIED</p> <p>• FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 65</p>	<p>STANDARD DETAILS WATER/WASTEWATER SHARED DETAILS</p> <p>DATE: JAN. 2022 SHEET No. 7 OF 24</p>						
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>ENTERED BY: _____ DESIGNED BY: _____ CHECKED BY: _____ PROJ. ENGR. _____</p> <p>PATH: S:\Water_Engineering\Eng\Design\Projects\Standard_Details\Water-Resistor\SH11-2.dwg</p>				NO.	DATE	REVISION			
NO.	DATE	REVISION							

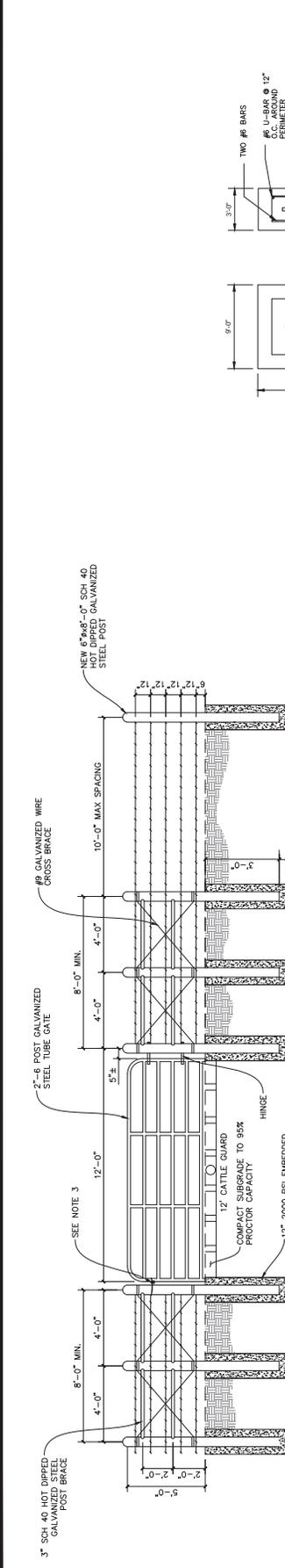


STANDARD DETAILS
 WATER/WASTEWATER SHARED DETAILS

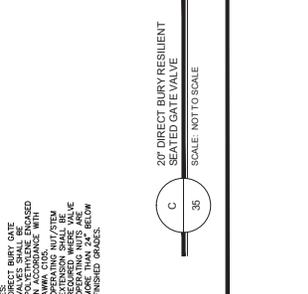
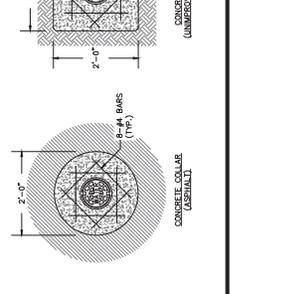
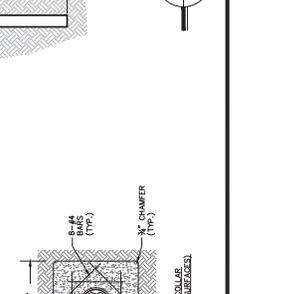
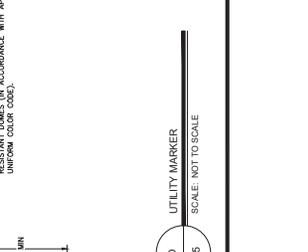
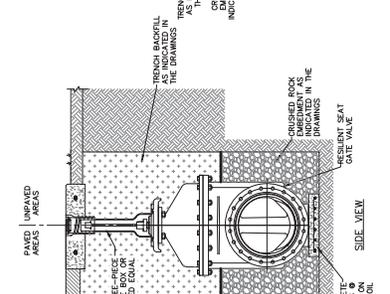
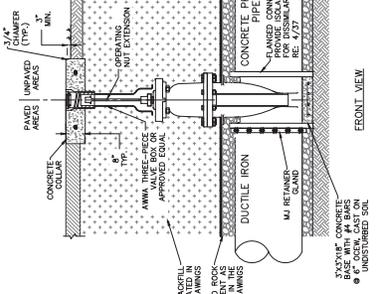
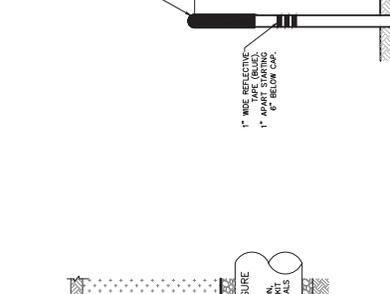
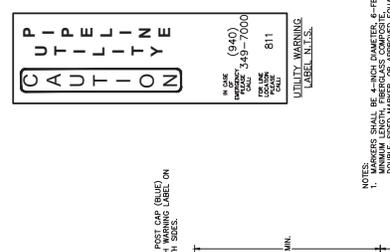
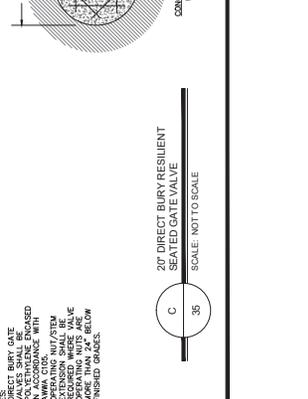
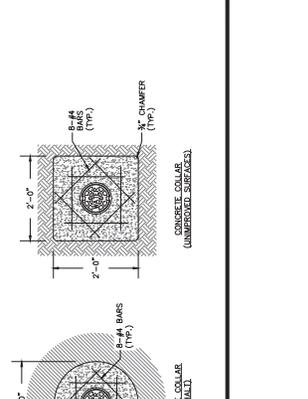
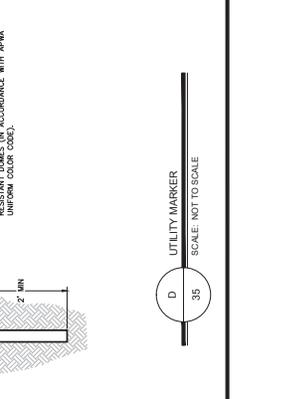
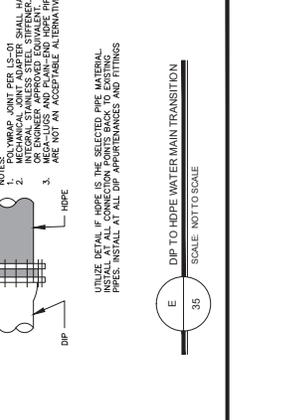
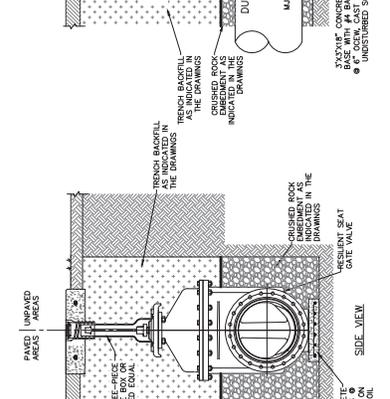
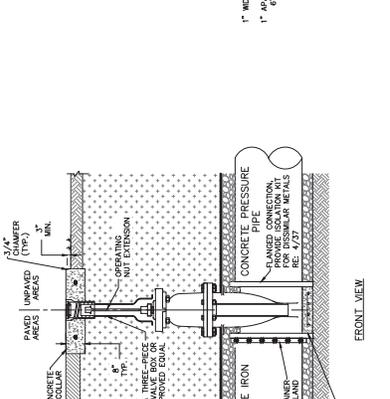
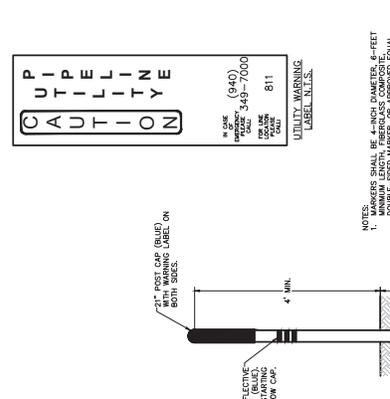
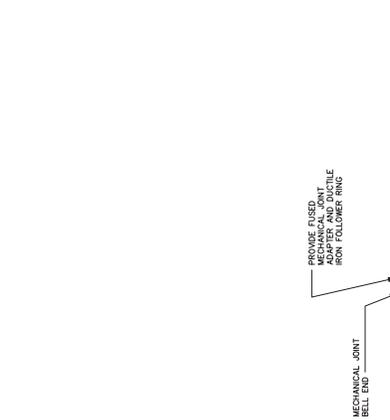
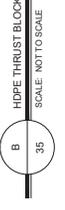


ENTERED BY	PROJECT #	DATE	REVISION
DESIGNED BY			
CHECKED BY			
PROJ. ENGR.			

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- NOTES:**
- THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
 - PERMANENT GATE SHALL BE 2" 16GA. 12"x40" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #360316 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
 - PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
 - TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
 - IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
 - TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96" WITH 1" STEEL POSTS AT A MAXIMUM OF 12' SPACING. 1" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
 - CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.



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

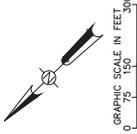
EROSION CONTROL PLAN 1

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS



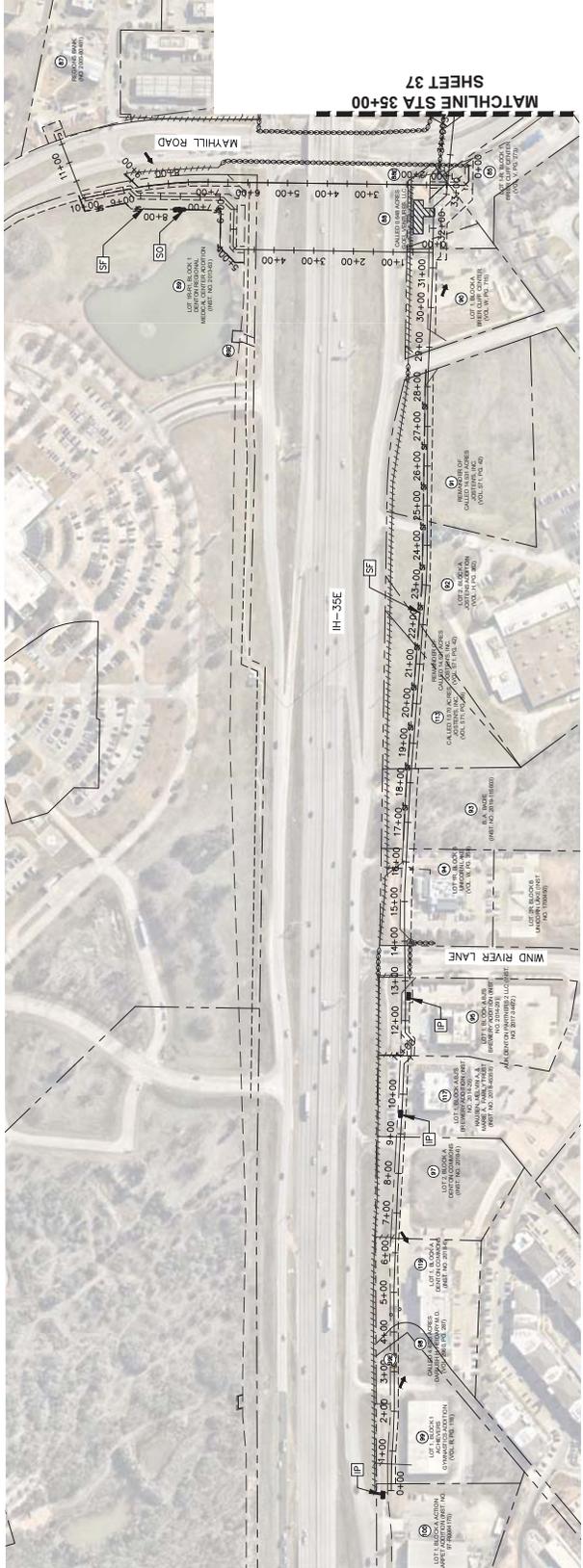
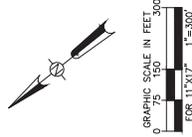
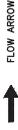
No.	Revision	By	Date
1	07/27/2022		

Kimley-Horn
7801 Cherry St., Suite 1300 Ft. Worth, TX 76102
Tel: 817-752-6511



LEGEND

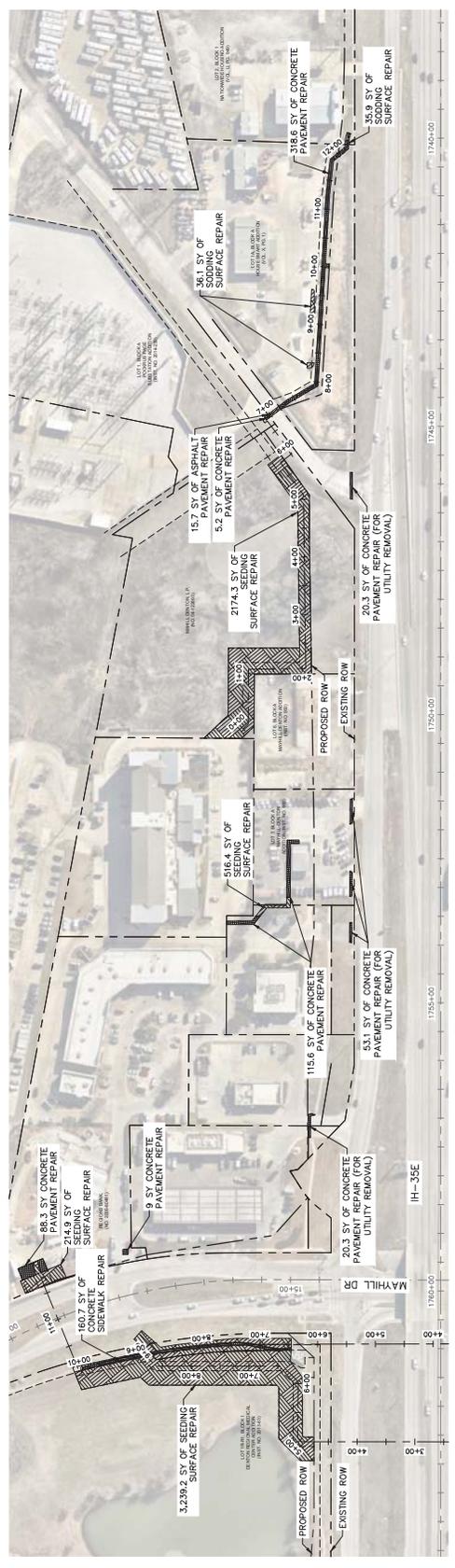
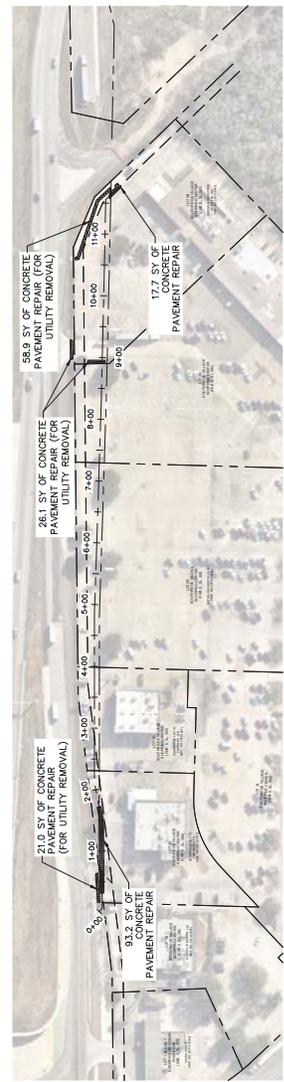
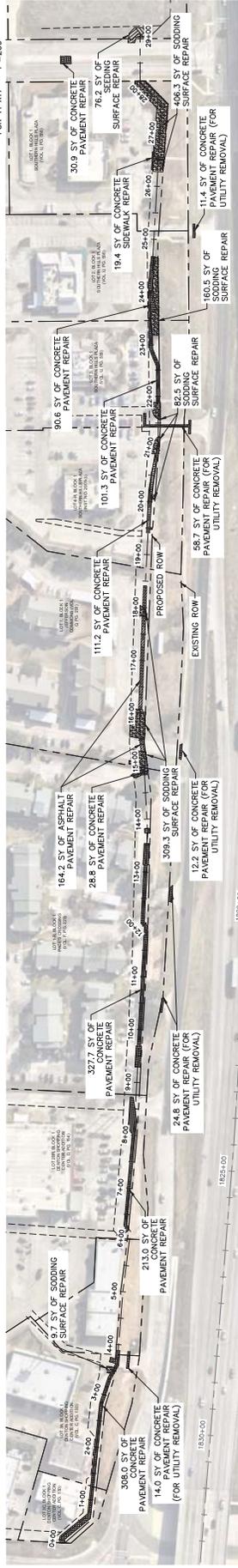
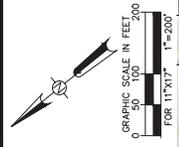
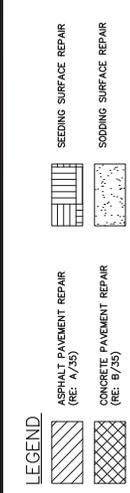
- SF — SILT FENCE
RE: A/28
- SO — STONE OVERFLOW STRUCTURE
RE: B/28
- IP — INLET PROTECTION
RE: C/28

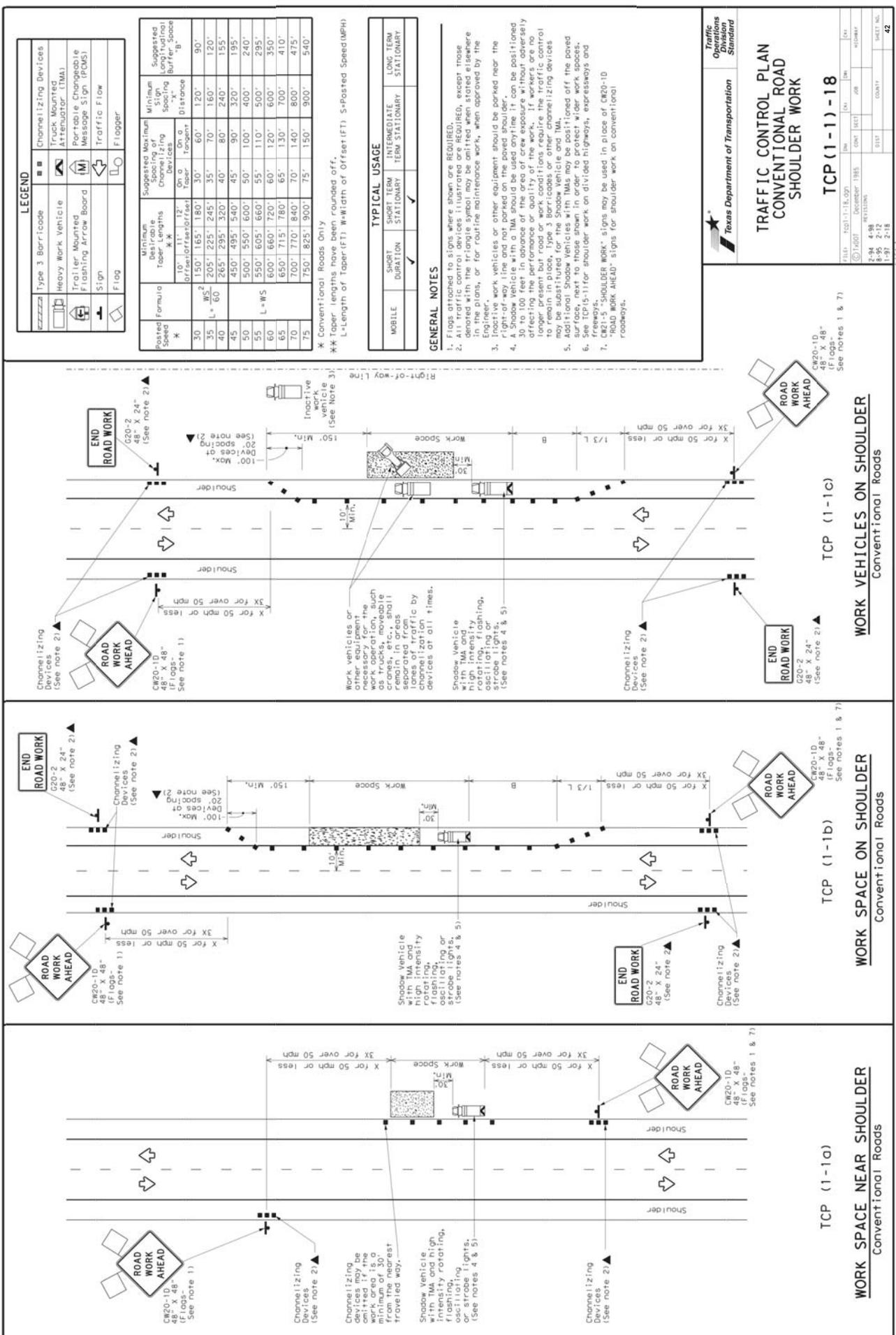


MATCHLINE STA 35+00
SHEET 37



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





LEGEND

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

Posted Speed *	Formula	Minimum Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Spacing of Sign Posts	Suggested Longitudinal Buffer Spacing	Suggested Minimum Spacing of Sign Posts
30	L = WS	150' - 165'	180'	30'	60'	120'
35	L = WS	205' - 225'	240'	35'	70'	140'
40	L = WS	265' - 295'	320'	40'	80'	160'
45	L = WS	450' - 495'	540'	45'	90'	180'
50	L = WS	500' - 550'	600'	50'	100'	200'
55	L = WS	600' - 660'	660'	55'	110'	220'
60	L = WS	650' - 720'	720'	60'	120'	240'
65	L = WS	750' - 840'	840'	65'	130'	260'
70	L = WS	850' - 960'	960'	70'	140'	280'
75	L = WS	1000' - 1120'	1120'	75'	150'	300'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- Signs with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the work area.
- 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 devices, a Shadow Vehicle with a TMA may be used.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCI(5-1) for shoulder work on divided highways, expressways and freeways.
- "ROAD WORK AHEAD" signs may be used in place of CB20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation
 Traffic Operations Division
 Standard

**TRAFFIC CONTROL PLAN
 CONVENTIONAL ROAD
 SHOULDER WORK**

TCP (1-1) - 18

FILED	PROJECT	DATE	BY	CHKD	APP'D
11/15/13	11-18-1300	11/15/13	SM	SM	SM
DESIGNED	DATE	BY	CHKD	APP'D	
11/15/13	11/15/13	SM	SM	SM	
DRAWN	DATE	BY	CHKD	APP'D	
11/15/13	11/15/13	SM	SM	SM	
CHECKED	DATE	BY	CHKD	APP'D	
11/15/13	11/15/13	SM	SM	SM	
APPROVED	DATE	BY	CHKD	APP'D	
11/15/13	11/15/13	SM	SM	SM	

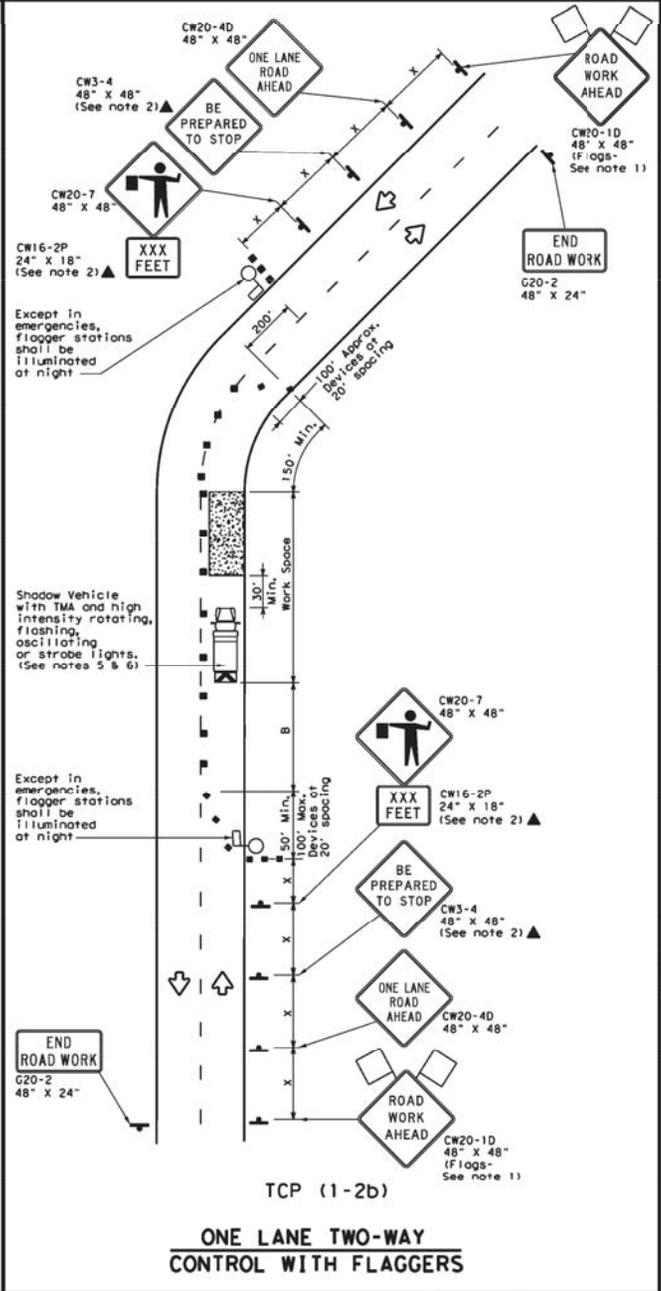
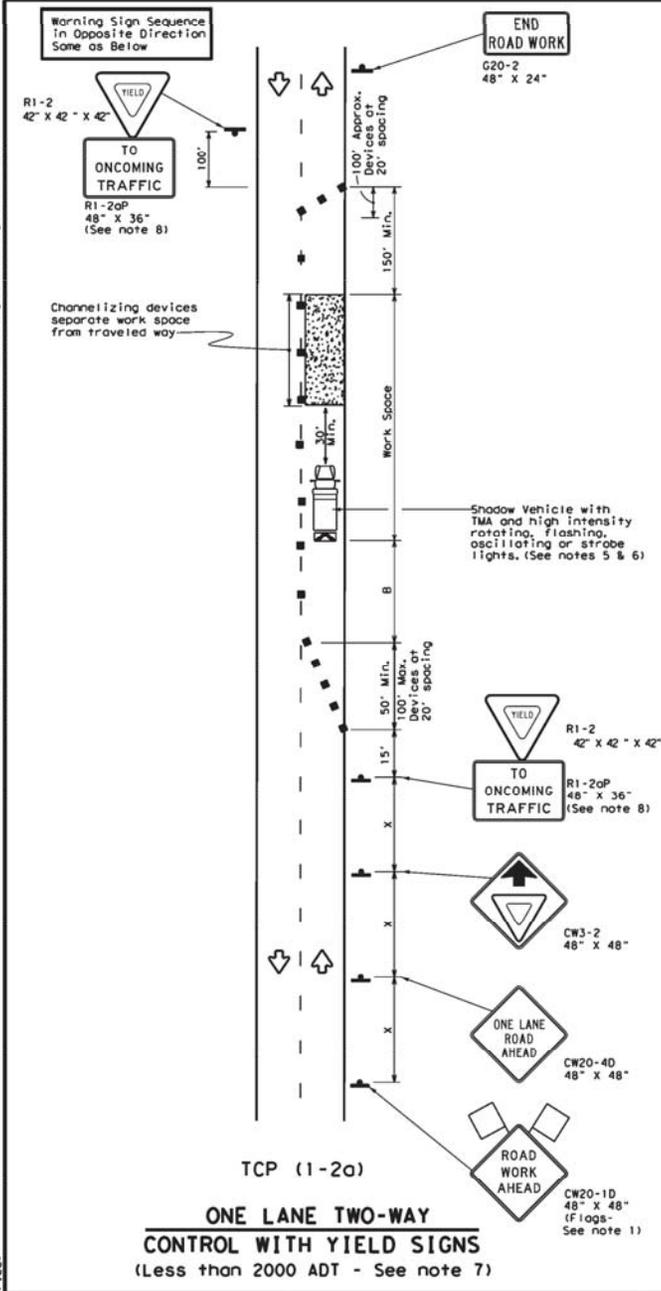
TCP (1-1C)
WORK VEHICLES ON SHOULDER
 Conventional Roads

TCP (1-1B)
WORK SPACE ON SHOULDER
 Conventional Roads

TCP (1-1A)
WORK SPACE NEAR SHOULDER
 Conventional Roads

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



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

Posted Speed #	Formula	Minimum Desirable Taper Lengths # X			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "A" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS/2	150'	165'	180'	30'	60'	120'	90'	200'
35	L = WS/2	205'	225'	245'	35'	70'	160'	120'	250'
40	L = WS/2	265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS/2	450'	495'	540'	45'	90'	320'	195'	360'
50	L = WS/2	500'	550'	600'	50'	100'	400'	240'	425'
55	L = WS/2	550'	605'	660'	55'	110'	500'	295'	495'
60	L = WS/2	600'	660'	720'	60'	120'	600'	350'	570'
65	L = WS/2	650'	715'	780'	65'	130'	700'	410'	645'
70	L = WS/2	700'	770'	840'	70'	140'	800'	475'	730'
75	L = WS/2	750'	825'	900'	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)

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

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The 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.
 - 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.
 - 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.
 - 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)**
- 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.
 - 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)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

		Traffic Operations Division Standard	
TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL			
TCP (1-2) - 18			
FILE: tcp1-2-18.dgn	DATE: December 1985	DESIGNER: []	CHECKED: []
REVISIONS:	NO. 1	DATE	BY
4-90	4-98		
2-94	2-12		
1-97	2-18		
		COUNTY: []	SHEET NO.: 43

City of Denton

Reimbursable Cost Estimate

Client: City of Denton	Date: 10/21/2022
Project: IH35E Mayhill from Loop 288 to Post Oak - Utility Relocations	Prepared By: CPI
KHA No.: 061024039	Checked By: JRA

Title: Wastewater Cost Projection Summary
--

Project Description			Total
Wastewater Relocations	1	EA	\$36,000
Reclaimed Water Line Relocations (Drawing Sheets 27)	926	LF	\$1,393,220
Utility Abandonments	1,429	LF	\$80,787
<u>Construction Total</u>			\$1,510,007
Property Acquisition for Proposed Easements	1	parcel	\$17,102.40
Property Acquisition Consultant Services (Task 11 in Kimley-Horn Contract Attached)			\$27,700.00
Engineering (Contract Attached) (includes design, survey, CA, permitting, geotech and SUE))			\$61,000.00
City Staff Time (backup estimate provided)			\$9,015
<u>Combined Total</u>			\$1,624,824.40
<u>Total Reimbursable Amount:</u>			\$1,624,824.40

Basis for Cost Projection:

- No Design Completed
 Preliminary Design
 Final Design

ACTUAL BID TABULATION PROVIDED AS BACKUP

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

SECTION 00 42 43 - UNIT PRICE BID FORMPROJ.: **IH-35E - Mayhill Utility Relocations**IFB: **7968-001**

City of Denton Capital Projects From: Mountain Cascade of Texas, LLC
 901-B Texas Street 5340 East US Highway 67
 Denton, TX 76209 Alvarado, TX 76009
 Attn: Cori Power/Purchasing Dept. Andrew L. McCulloch
 817-783-3094
amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
Unit II - WASTEWATER IMPROVEMENTS						
73a	33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water (Purple in Color)	331	LF	\$ 540.00	\$ 178,740.00
74a	33 05 15,33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	595	LF	\$ 180.00	\$ 107,100.00
75	33 05 07	3305.040 - 48" Casing or Tunnel Liner Plate by Other Than Open Cut*	595	LF	\$ 1,600.00	\$ 952,000.00
76	33 14 20	3314.3xx - 18" Gate Valve*	1	EA	\$ 75,000.00	\$ 75,000.00
77	33 14 25	3314.395 - 18" Water Main Connection with Shutdown	2	EA	\$ 20,000.00	\$ 40,000.00
78	33 05 05	3305.021 - Trench Safety	331	LF	\$ 1.00	\$ 331.00
79	32 93 00	3293.016 - Seeding	519	SY	\$ 1.00	\$ 519.00
80	32 12 16	3216.005 - 4" Concrete Sidewalk*	161	SY	\$ 130.00	\$ 20,930.00
81	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	93	SY	\$ 200.00	\$ 18,600.00
82	33 01 12	3301.059 - Manhole Adjustment, Major	1	EA	\$ 4,000.00	\$ 4,000.00
83	32 01 29	3305.145 - Concrete Collar*	1	EA	\$ 2,000.00	\$ 2,000.00
84	33 01 12	3305.126 - 4' Concrete Manhole*	1	EA	\$ 30,000.00	\$ 30,000.00
85	02 41 14	0241.036 - Remove 18" Utility Line	238	LF	\$ 110.00	\$ 26,180.00
86	02 41 14	0241.017 - Grout Fill 18" Utility Line	637	LF	\$ 37.00	\$ 23,569.00
87	02 41 14	0241.062 - Remove 18" Water Valve	1	EA	\$ 1,000.00	\$ 1,000.00
88	02 41 14	0241.053 - Utility Line Plugging (Sanitary Sewer)	3	EA	\$ 4,000.00	\$ 12,000.00
89	02 41 14	0241.011 - Grout Fill 8" Utility Line (Sanitary Sewer)	554	EA	\$ 17.00	\$ 9,418.00
90	02 41 14	0241.013 - Grout Fill 12" Utility Line (Sanitary Sewer)	151	EA	\$ 20.00	\$ 3,020.00
91	02 41 14	0241.050 - Remove 4' Utility Manhole	2	EA	\$ 2,800.00	\$ 5,600.00
TOTAL BID AMOUNT (Unit II): \$						1,510,007.00

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

END BID ITEMS

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

Mountain Cascade of Texas, LLC

City of Denton Utility Easements Appraisals

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition		Total (SF)	Anticipated Fee Price/SF		Total Easement Value		LF of Easement Acquisition		Total (SF)	Anticipated Fee Price/SF		Total Easement Value		Title Policy Fee	Appraised Value	Total Cost to City
			Permanent	Temporary Construction Easement		Permanent	Temporary Construction Easement	Permanent	Temporary Construction Easement	Permanent	Temporary Construction Easement		Permanent	Temporary Construction Easement					
259376	85	CB Green Investments, L.L.C., a Texas limited liability company	55.00	20	1,770.00	\$9.00	\$15,930.00	\$9.00	\$15,930.00	25	249.00	\$3.60	\$896.40	\$276.00	\$16,826.40	\$17,102.40			
Total			55.00	20	1,770.00	\$9.00	\$15,930.00	\$9.00	\$15,930.00	25	249.00	\$3.60	\$896.40	\$276.00	\$16,826.40	\$17,102.40			

Total with Permanent, Temporary Easements and Title:

\$17,102.40



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

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	40	\$ 50.00	\$ 2,000.00
	Admin(s)	15	\$ 35.00	\$ 525.00
	Inspector(s)	200	\$ 30.00	\$ 6,000.00
	Supervisor(s)	7	\$ 70.00	\$ 490.00
Sum Total				\$  9,015.00

Attachment "B" Accounting Method

Actual Cost Method of Accounting

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

Lump Sum Method of Accounting

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

 ^{DS}
DP
1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility

Attachment "C" Schedule of Work

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

Estimated Duration (days): 240

Estimated Completion Date: 09/13/23

 ^{DS}
DP
1/17/2023
Date
TxDOT


Initial
12/7/22
Date
Utility

Attachment "D" Statement Covering Contract Work

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

Construction Contract:

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

Engineering Contract:

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

 DP 1/17/2023
Initial Date
TxDOT

 12/7/22
Initial Date
Utility



DocuSign City Council Transmittal Coversheet

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

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES #6590-084

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

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$922,800 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

SECTION 4 **Obligations of the Engineer**

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

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

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

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

C. Subsurface Investigations

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

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

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

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

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

G. Construction Progress Payments

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

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

H. Record Drawings

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

I. Right to Audit

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

the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

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

K. Independent Consultant

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

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

N. Permitting Authorities - Design Changes

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

O. Schedule

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

P. Equal Opportunity

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

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

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

SECTION 5 **Obligations of the City**

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

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

I. CITY's Insurance

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

J. Litigation Assistance

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

K. Changes

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

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

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

B. Reuse of Project Documents

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

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

L. Prohibition On Contracts With Companies Boycotting Israel

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

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

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

N. Certificate of Interested Parties Electronic Filing

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

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

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

The contractor shall:

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

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

O. Agreement Documents

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

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

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

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

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Todd Hileman
TODD HILEMAN, CITY MANAGER

DocuSigned by:
Glenn Gary
GLENN GARY
SR. VICE PRESIDENT

Date: 1/15/2020

Date: 12/10/2019

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

2019-565945
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

DocuSigned by:
Frank Pugzley
Signature

Water and Wastewater Utilities Director

Title

Water Utilities

Department

Date Signed: 12/10/2019

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: Mack Peinward

ATTEST:
ROSA RIOS, CITY SECRETARY

By: Rosa Rios

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

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

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

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

ENGINEER's scope of services is as follows:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

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

IH-35 - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

Task 1 DESIGN MANAGEMENT

A. Project Management

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

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

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

B. Prepare Alternate Alignment Technical Memorandum.

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

C. Deliverables

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

D. Meetings

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

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

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

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

B. Geotechnical Engineering

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

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

C. Subsurface Utility Engineering (SUE)

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

D. Preliminary Water Line Design

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

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

E. Deliverables

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

F. Meetings

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

Task 4 – FINAL DESIGN

A. Easement Preparation

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

B. Final Design

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

C. Deliverables:

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

D. Meetings

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

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

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

B. Deliverables:

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

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

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

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

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

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

7. Substitutes and “or-equal”

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

8. Inspections and Tests

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

9. Disagreements between City and Contractor

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

10. Final Walkthrough and Punchlist Preparation

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

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

Task 8 – RECORD DRAWINGS

A. Record Drawings

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

Task 9 – PERMITTING

A. Permitting

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

Task 10 – SURVEY AND EASEMENTS

A. Survey and Easements

1. See components of Task 3 and Task 4.

Task 11 – EASEMENT ACQUISITION SERVICES

A. Easement Acquisition Services

ENGINEER will perform the following services for this task:

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

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

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

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

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

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

B. Deliverables:

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

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

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

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

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

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

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

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

Grand Total **\$922,800** 

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

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

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

ATTACHMENT “C”

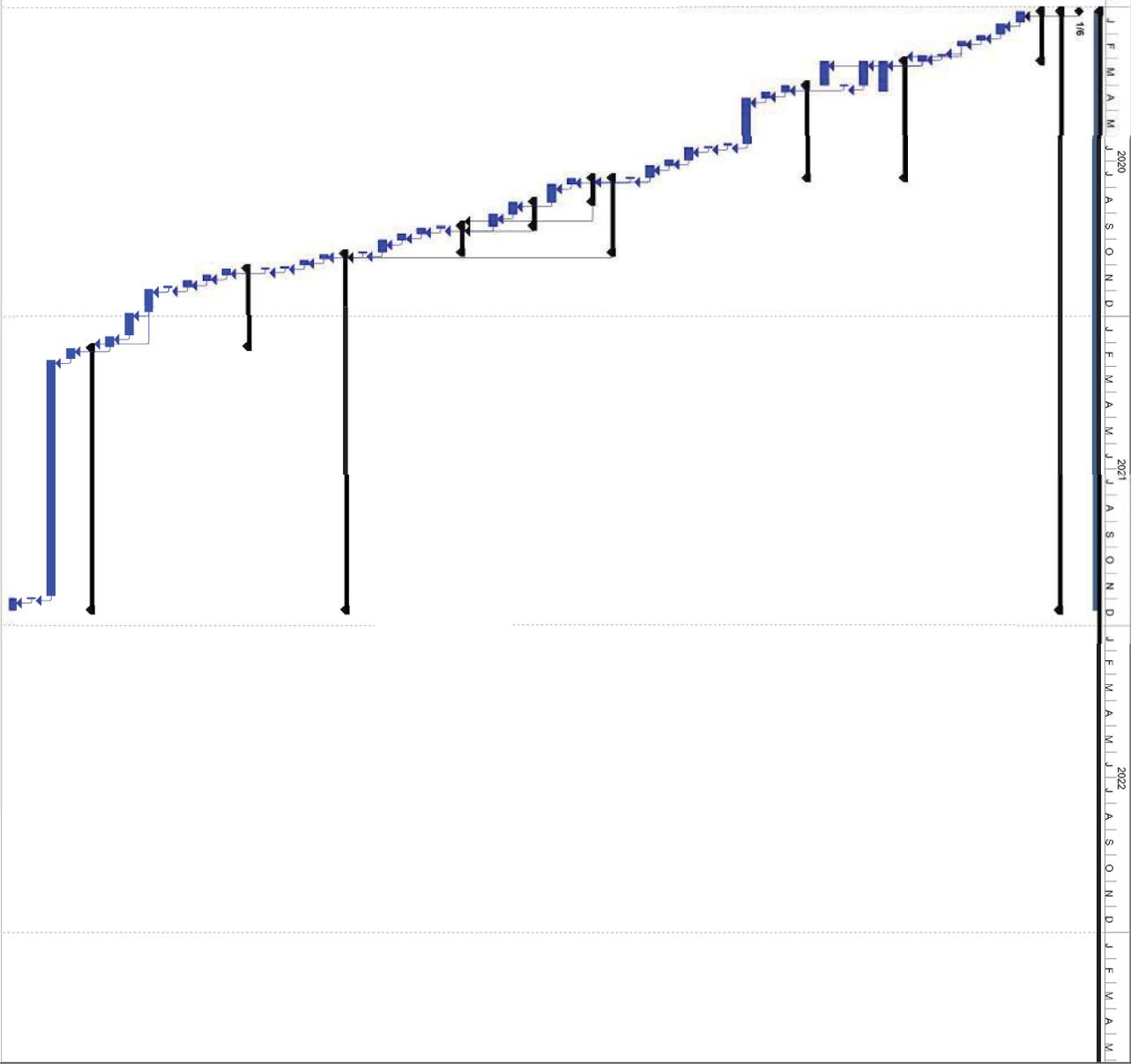
CHANGES AND AMENDMENTS TO STANDARD AGREEMENT
Design Services for

IH-35E-MAYHILL - UTILITY-RELOCATIONS

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

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

ID	Task Name	Duration	Start	Finish	Predecessors
1	H35E-44/Mill - Utility Relocations	3177 days	Mon 1/6/20	Tue 12/16/31	
2	Notice to Proceed	0 days	Mon 1/6/20	Mon 1/6/20	5
3	H35E-MAYHILL-UTILITY-RELOCATIONS	596 days	Mon 1/6/20	Mon 12/13/21	
4	Alignment Study	42 days	Mon 1/6/20	Tue 3/3/20	
5	Data Collection	2 wks	Mon 1/6/20	Fri 1/17/20	6
6	Alignment Study Memorandum	2 wks	Mon 1/20/20	Fri 1/31/20	7
7	QA/QC	1 wk	Mon 2/3/20	Fri 2/17/20	8
8	City Review	1 wk	Mon 2/7/20	Fri 2/14/20	11,9
9	Review Meeting	1 day	Tue 2/25/20	Tue 2/25/20	10
10	Review Memorandum	1 wk	Wed 2/26/20	Tue 3/2/20	13,12,15
11	Preliminary Design	100 days	Wed 3/4/20	Tue 4/7/20	
12	Geotechnical Investigation	5 wks	Wed 3/4/20	Tue 4/7/20	10
13	Survey	4 wks	Wed 3/4/20	Tue 3/31/20	14
14	Primary Site Visit	1 day	Wed 4/1/20	Wed 4/1/20	17
15	Subsurface Utility Engineering (SUE)	4 wks	Wed 3/4/20	Tue 3/31/20	10
16	Preliminary Plans	79 days	Thu 4/2/20	Tue 7/21/20	
17	Breakdown Survey	1 wk	Thu 4/2/20	Wed 4/8/20	18
18	General Sheets	1 wk	Thu 4/9/20	Wed 4/15/20	19
19	City Sheets	8 wks	Thu 4/16/20	Wed 6/10/20	18
20	Prepare OHCC	2 days	Thu 6/11/20	Fri 6/12/20	19
21	Site Visit	1 day	Mon 6/15/20	Mon 6/15/20	22
22	QA/QC	2 wks	Tue 6/16/20	Mon 6/29/20	23
23	Revisions	1 wk	Tue 6/30/20	Mon 7/6/20	24
24	City Review	2 wks	Tue 7/7/20	Mon 7/20/20	27,25
25	Review Meeting	1 day	Tue 7/21/20	Tue 7/21/20	28
26	Final Design	63 days	Wed 7/22/20	Fri 10/16/20	
27	Prepare Plans	20 days	Wed 7/22/20	Tue 8/18/20	33
28	General Sheets	1 wk	Wed 7/22/20	Tue 7/28/20	29
29	City Sheets	3 wks	Wed 7/29/20	Tue 8/18/20	31
30	Project Manual	20 days	Wed 8/19/20	Tue 9/15/20	33
31	City Standard Specifications	2 wks	Wed 8/19/20	Tue 9/1/20	32
32	Non-Standard Technical Specifications	2 wks	Wed 9/2/20	Tue 9/15/20	34
33	90% Submittal	23 days	Wed 9/16/20	Fri 10/16/20	27,30
34	OHCC	2 days	Wed 9/16/20	Thu 9/17/20	35
35	QA/QC	1 wk	Fri 9/18/20	Thu 9/24/20	36
36	Revisions	1 wk	Fri 9/25/20	Thu 10/1/20	37
37	City Review	2 wks	Fri 10/2/20	Thu 10/15/20	38
38	Review Meeting	1 day	Fri 10/16/20	Fri 10/16/20	40
39	Construction Doc Preparation	301 days	Mon 10/19/20	Mon 12/13/21	28
40	Plan Revisions	1 wk	Mon 10/19/20	Fri 10/23/20	41
41	Project Manual Revisions	1 wk	Mon 10/26/20	Fri 10/30/20	42
42	Final OHCC	2 days	Mon 11/2/20	Tue 11/3/20	43
43	Construction Doc Submittal	1 day	Wed 11/4/20	Wed 11/4/20	45
44	Bidding	67 days	Thu 11/5/20	Fri 2/5/21	
45	Advertisement 1	1 wk	Thu 11/5/20	Wed 11/11/20	46
46	Pre-Bid Meeting	1 wk	Thu 11/12/20	Wed 11/18/20	47
47	Advertisement 2	1 wk	Thu 11/19/20	Wed 11/25/20	48
48	Big Opening/Reduction/Award Rec	2 days	Thu 11/26/20	Fri 11/27/20	49
49	PUB Recommendation	4 wks	Mon 11/30/20	Fri 12/25/20	52,50
50	Council Award	4 wks	Mon 12/28/20	Fri 1/22/21	51
51	Contract Doc Execution	2 wks	Mon 1/25/21	Fri 2/6/21	53
52	Construction Meeting	221 days	Mon 2/8/21	Mon 12/13/21	49
53	Preconstruction Meeting	2 wks	Mon 2/8/21	Fri 2/19/21	54
54	Construction	10 mos	Mon 2/22/21	Fri 11/28/21	55
55	Final Walk Through	1 day	Mon 11/29/21	Mon 11/29/21	56
56	Record Drawings	2 wks	Tue 11/30/21	Mon 12/13/21	56

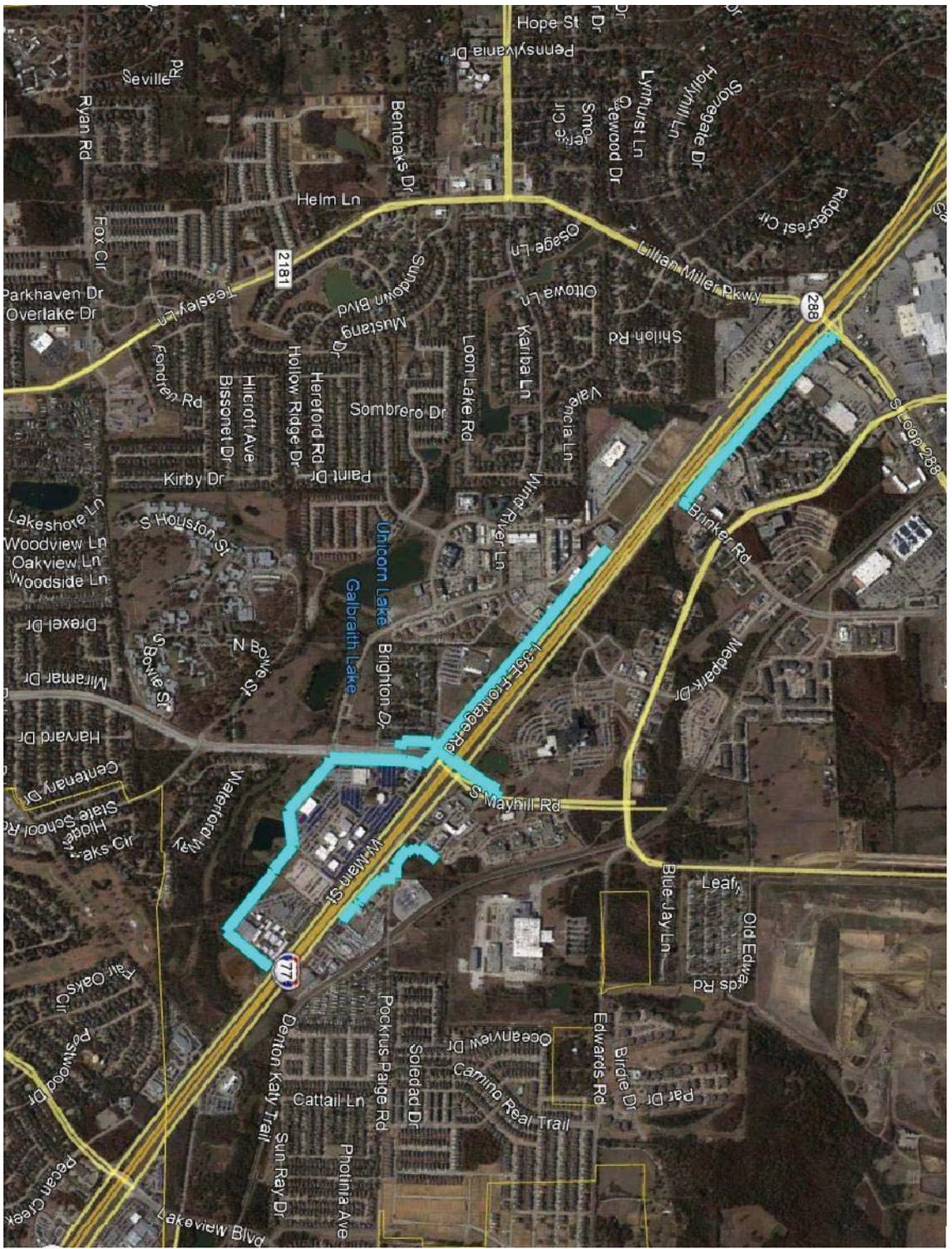


Project: 2019-2021 - 009396-Clear-Fork-US
Date: Fri 10/25/19

Task Summary: External Milestone Inactive Task Inactive Milestone Manual Task Manual Summary Manual Summary Rollup Finish-only Progress Deadline

Milestone: External Tasks Duration-only Start-only C

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



Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information

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

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

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

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

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

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information

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

Task Effort Summary

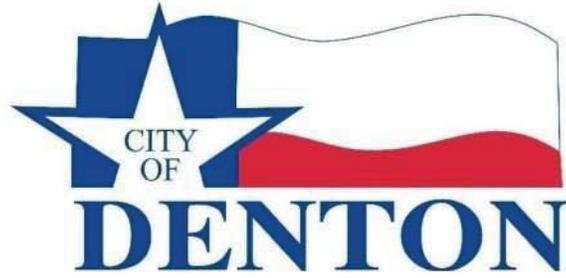
Labor: \$ **118,700**
 Expenses: \$ **29,700**
 Allocation: \$ **5,500**
TOTAL: \$ 153,900

Task Information

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

Task Description and Budgeting

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



DocuSign City Council Transmittal Coversheet

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

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

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

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

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

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

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

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

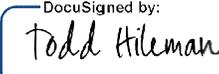
IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 01/12/2021.

“CITY”

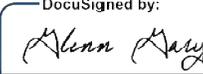
“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

KIMLEY-HORN AND ASSOCIATES,
INC.

By: 

TODD HILEMAN, CITY MANAGER

By: 

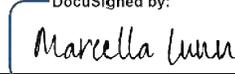
Sr. Vice President
AUTHORIZED SIGNATURE, TITLE

ATTEST:
ROSA RIOS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: 

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By: 

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



SIGNATURE Terrance Naulty

PRINTED NAME

Interim Director Water/Wastewater

TITLE

Water/Wastewater Utilities

DEPARTMENT

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

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

Task 11 – Easement Acquisition Services

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

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

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

Compensation**Previous Task 11 Amount:**

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

Revised Task 11 Amount:

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

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



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

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

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

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Terrance Naulty
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Interim Director Water/Wastewater
TITLE

Date: 10-8-2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Title: Glenn Gary, Senior Vice President

Date: 10-8-2020

Total Task 11

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	\$880.00	\$22,000.00
Title and Closing Services	35	\$550.00	\$19,250.00
Negotiation Services	35	\$4,950.00	\$173,250.00
Appraisal Service (Land Only)	30	\$4,180.00	\$125,400.00
Appraisal Service (Improved Property)	5	\$6,820.00	\$34,100.00
Appraisal Service (Independent Review)	35	\$1,760.00	\$61,600.00
Engineer Assistance	30	\$220.00	\$6,600.00
TOTAL SERVICES FEE			\$442,200.00



Amendment 1

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



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

THE STATE OF TEXAS §

COUNTY OF DENTON §

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

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

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

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

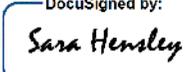
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services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

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

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

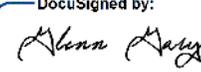
“CITY”

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

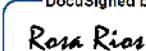
By:  DocuSigned by:
5236DB296270423...

“Engineer”

KIMLEY-HORN AND ASSOCIATES,
INC.

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

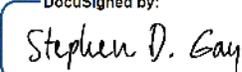
ATTEST:
ROSA RIOS, CITY SECRETARY

By:  DocuSigned by:
1C5CA8C5E175493...

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

By:  DocuSigned by:
02051D0D427E4E5...

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

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

Director, Water Utilities

TITLE

Water Utilities

DEPARTMENT

EXHIBIT A

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES****Professional Services Agreement:
IH-35E-MAYHILL - UTILITY-RELOCATIONS
Amendment Scope of Services****Scope of Services**

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

Task 1 Design Management

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

A. Project Management

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

Task 3 Preliminary Design

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

A. Preliminary Water Line Design

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

B. Deliverables

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

C. Meetings

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

Task 4 Final Design

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

A. Final Design

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

B. Deliverables:

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

Task 9 Permitting

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

A. Permitting

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

Task 10 Survey and Easements

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

A. Design Survey

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

B. Easement Preparation

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

Task 11 – Easement Acquisition Services

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

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

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

Compensation

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

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

Totals:	\$922,800	\$165,000	\$217,500	\$1,305,300
----------------	------------------	------------------	------------------	--------------------



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

BY:
CITY OF DENTON, TEXAS

Title: _____

Date: _____

BY:
ENGINEER
Kimley-Horn and Associates, Inc

John R. Atkins, P.E.

Title: John Atkins, Vice President

Date: _____



Task Fee Calculation

Date: September 1, 2020

General Project Information

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

Task Effort Summary

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

Task Information

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

Task Description and Budgeting

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

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



Task Fee Calculation

Date: September 1, 2020

General Project Information

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

Task Effort Summary

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

Task Information

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

Task Description and Budgeting

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

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

Hourly Fee Schedule

Kimley-Horn and Associates, Inc.**Standard Rate Schedule**

(Hourly Rate)

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

Effective September 2020 and subject to revision.



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

U-Number: N/A Utility ID: U00011546
ROW CSJ Number: 0196-01-114 District: Dallas
County: Denton Highway No.: IH-35E
Federal Project No.: N/A

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

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

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder...
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors...
C. The work is to be performed under an existing continuing contract...
D. The utility proposes to contract outside the foregoing requirements...
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract...



Signature: [Handwritten Signature]
City Manager
Title

Date: 12/7/22

Contact/Help

Form ROW-U-35
(Rev. 10/20)
Page 9

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

- Utility Joint Use Agreement (ROW-U-JUA)
- Utility Installation Review/Permit Number: DAL20220504165610

 1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility

a a t a l e

Utility Installation Request

Form 1082
(Rev. 12/09)
Page 1 of 2

PERMIT NUMBER	DAL20220504165610	
GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD)		
	LATITUDE (DD)	LONGITUDE (DD)
BEGIN	33.186	97.107
END	33.166	97.08

To the Texas Transportation Commission
c/o District Engineer Texas Department of Transportation

Date 05/25/22

Denton, Texas

Formal notice is hereby given that City of Denton

proposes to place a 1 LF of 8-inch sewer line and 926 FL of reclaimed waterline

line within the right of way of IH 35, RM _____, Displ. _____, to RM _____ Displ. _____ in
_____ County Texas, MNT Sec. No. _____ as follows: (give location, length, general design, etc.

Use additional sheet as needed)

See additional page

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT at any time, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request (Request). We will give plans to TxDOT for each future proposed modification or expansion to our facility and TxDOT will have 30 days to review and approve the plans prior to commencement of the work. A new Request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions." We will also ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing, modifying or maintaining our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031 (<http://www.statutes.legis.state.tx.us/>). We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title or easement in or upon highway right of way. TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving us at least 30 days written notice. We understand a new Request will be required for the relocation. We will notify TxDOT prior to commencement of any operation which requires pruning of trees so that TxDOT may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway beautification plantings and by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances. We will make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. We will not open-cut driveways or intersecting roadways without specific written permission from the owner.

Following approval, we will begin construction on or after _____

09/01/22

Month/Day/Year

We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

Additional Provisions and Requirements (for TxDOT input only)
<p>• General Special Provisions:</p> <p><input type="checkbox"/> Are attached.</p> <p><input type="checkbox"/> Are not attached.</p>
<p>• As-built Plans/Certifications of Construction:</p> <p><input type="checkbox"/> Are required and shall be certified as accurate by an authorized representative of the company.</p> <p><input type="checkbox"/> Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.</p> <p><input type="checkbox"/> Are not required</p> <p><input type="checkbox"/> Certification that utility was installed as approved</p>
<p>• Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:</p> <p><input type="checkbox"/> in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:</p> <p><input type="checkbox"/> as indicated on the attachment.</p>
<p>TxDOT Representative to be notified 48 hours prior to beginning construction:</p>

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will at our expense remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

REQUESTOR	
Date:	
By:	
Signature:	
Title:	
Address:	
Denton	TX
City	State Zip Code
()	
Area Code	Telephone Number

APPROVED BY TxDOT		
Date:		
By:		
Signature:		
Title:		
Address:		
City	State	Zip Code
()		
Area Code	Telephone Number	

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

- Non-interstate Highway (Calculations attached)
 Interstate Highway

ROW Utility Manual Chapter 8, Section 2

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

Please see example of eligibility ratio calculations below.

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

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


1/17/2023
 Date
 TxDOT


02/07/22
 Initial Date
 Utility

Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: 0 %
(Calculation attached and justification below)
- Forced Betterment
(Provide supporting documentation)
- Not Applicable

Elective betterment justification statement:

Due to long lead times for PVC of this non-standard size, the City offered HDPE as an alternate bid item to PVC. To achieve the comparable inner pipe diameter of the 18-inch PVC, a 20-inch HDPE pipe is required. Therefore, this is also considered a forced betterment as this is a direct benefit to the highway project, so there is no betterment ratio provided.

 1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility

Attachment G: Forced Betterment

Wastewater Comparison HDPE to PVC

Similarly, there is an existing 18-inch PVC pressurized reclaimed/reuse wastewater line that is in conflict and proposed to be replaced with same material type. Due to long lead times for PVC of this non-standard size, the City offered HDPE as an alternate bid item to PVC. To achieve the comparable inner pipe diameter of the 18-inch PVC, a 20-inch HDPE pipe is required. Therefore, this is also considered a forced betterment as this is a direct benefit to the highway project, so there is no betterment ratio provided.

HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE



SUBMITTAL AND DATA SHEET

HDPE DUCTILE IRON OUTSIDE DIAMETER PRESSURE PIPE

PIPE SIZE (IN)	AVG O.D. (IN)	MIN. T. (IN)	AVG I.D. (IN)	WGT (LBS/FT)	MIN. T. (IN)	AVG I.D. (IN)	WGT (LBS/FT)	MIN. T. (IN)	AVG I.D. (IN)	WGT (LBS/FT)
		DR 7 (335 psi)			DR 9 (250 psi)			DR 11 (200 psi)		
4	4.800	0.686	3.346	3.87	0.533	3.670	3.13	0.436	3.876	2.62
6	6.900	0.986	4.868	7.99	0.767	5.274	6.46	0.627	5.571	5.41
8	9.050	1.293	6.309	13.75	1.006	6.917	11.12	0.823	7.305	9.32
10	11.100	1.586	7.738	20.68	1.233	8.486	16.72	1.009	8.961	14.01
12	13.200	1.886	9.202	29.25	1.467	10.090	23.65	1.200	10.656	19.82
14	15.300	2.186	10.666	39.29	1.700	11.696	31.77	1.391	12.351	26.63
16	17.400	2.486	12.130	50.82	1.933	13.302	41.08	1.582	14.046	34.44
18	19.500	2.786	13.594	63.82	2.167	14.906	51.61	1.773	15.741	43.25
20	21.600	3.086	15.058	78.31	2.400	16.512	63.32	1.964	17.436	53.07
24	25.800	N/A	N/A	N/A	2.867	19.722	90.35	2.345	20.829	75.69
30	32.000	N/A	N/A	N/A	N/A	N/A	N/A	2.909	25.833	116.46
36	38.300	N/A	N/A	N/A	N/A	N/A	N/A	3.482	30.918	166.84

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

Blue Brute | C900

PRESSURE-RATED PVC PIPE



SUBMITTAL AND DATA SHEET

PIPE SIZE (IN)	AVERAGE O.D. (IN)	NOM. I.D. (IN)	MIN. T. (IN)	APPROX. E _s (IN)	APPROX. E _w (IN)	APPROX. D ¹ (IN)	APPROX. WGT (LBS/FT)
PRESSURE CLASS 235 psi (DR 18)							
PIPE STIFFNESS: 364 psi							
4	4.80	4.23	0.267	4.5	5.5	6.204	2.6
6	6.90	6.09	0.383	5.25	6.25	8.654	5.3
8	9.05	7.98	0.503	6.25	7.25	11.195	9.2
10	11.10	9.79	0.617	7.25	8.25	13.699	13.9
12	13.20	11.65	0.733	8.25	9.25	16.125	19.7
14	15.30	13.50	0.850	6.5	8	18.603	26.75
16	17.40	15.35	0.967	7.25	8.75	21.135	34.86
18	19.50	17.20	1.083	7.75	9.25	23.832	48.95
20	21.60	19.06	1.200	8.75	10.25	26.107	54.22
24	25.80	22.76	1.433	9.75	11.25	31.089	77.97
30	32.00	28.23	1.778	11.5	13.5	38.264	117.82

Product Standard: ANSI/AWWA C900-16
CSA B137.3* (DR 18, 25, 4"-18"; DR 14, 4"-12")
Pipe Compound: ASTM D1784 Cell Class 12454
Gasket: ASTM F477
Integral Bell Joint: ASTM D3139
Certifications: ANSI/NSF 61, ANSI/NSF 14*
UL 1285 (DR 14, 18, 25, up to 24"), FM 1612* (DR 14 / DR 18; 4-12"), CSA B137.3*
Note: FM Approvals Pressure Class 185 psi for DR 18 and 250 psi for DR 14.
Nominal Laying Length: 20 feet
(Laying length tolerances with AWWA and/or CSA standards)
Installation: JM Eagle™ Blue Brute Installation Guide
Manning Coefficient (n) = 0.009 • Hazen-Williams Coefficient (c) = 150
*Please call regarding availability.

Attachment "H" Proof of Property Interest

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

Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

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



1/17/2023

Date
TxDOT

SA

Initial

12/7/22

Date
Utility

35.21.4. - Easement Requirements.

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

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

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

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

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

VERSION: NOV 14, 2013 (ARCHIVE) -

Standards

- 35.21.1. - Basic Policy.
- 35.21.2. - Extensions of Water and Sewer Mains.
- 35.21.3. - Basic Design Standards.
- 35.21.4. - Easement Requirements.**
- 35.21.5. - Water Capacity Requirements.
- 35.21.6. - Sewer Capacity Requirements.
- 35.21.7. - Impact Fees.
- 35.21.8. - Tapping Fees.
- 35.21.9. - Oversize Participation by the City.
- 35.21.10. - Pro-Rata Agreements.

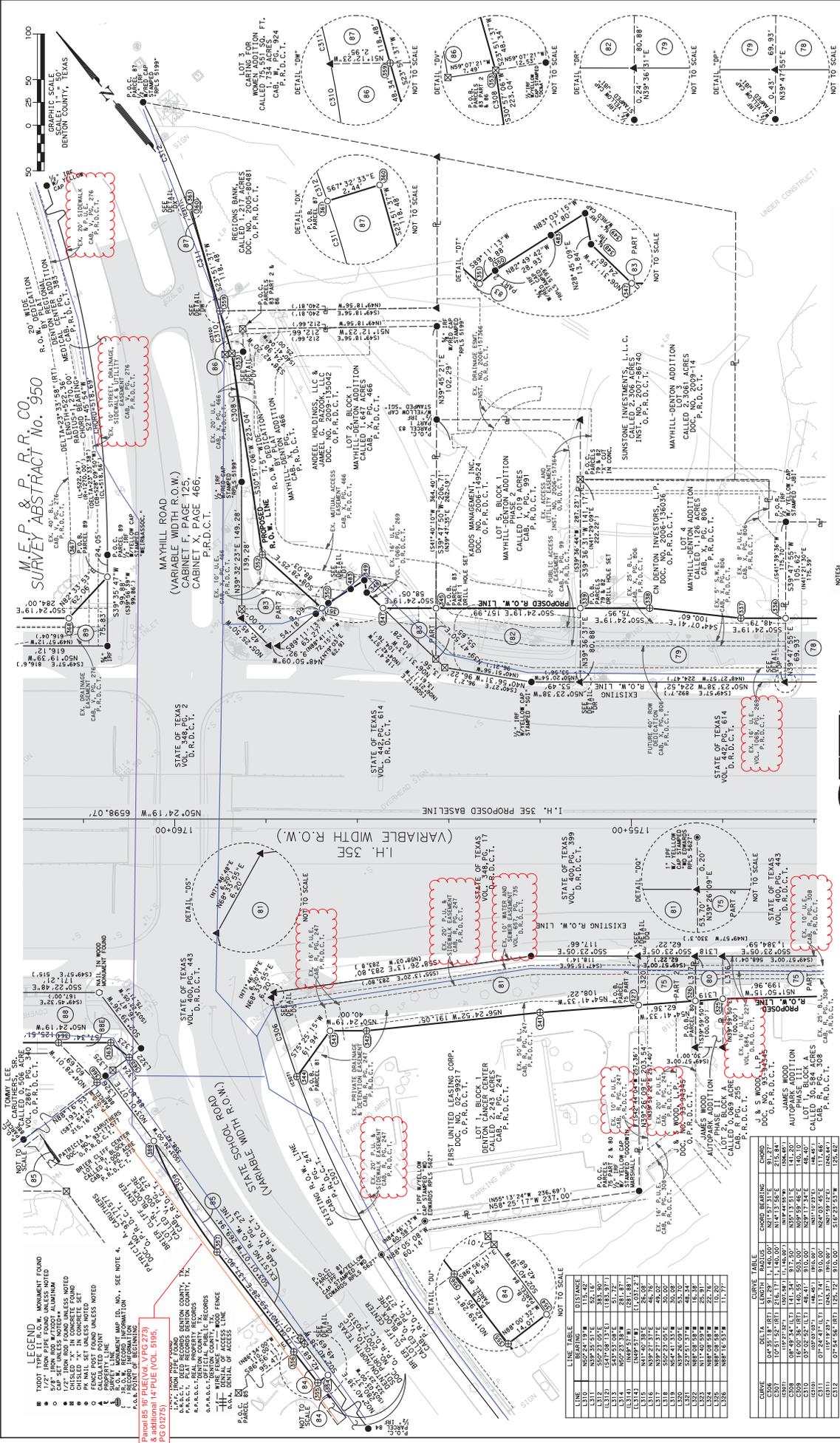
35.21.4. - Easement Requirements.

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Individual water or sewer lines greater than 24"	20 ft.
Water and sewer lines up to 24" in the same easement	20 ft.
Water and sewer lines greater than 24" in the same easement	25 ft.
<u>Easements along TxDOT rights-of-way</u>	<u>20 ft.</u>

EXPAND



LEGEND

- TRADITIONAL R.O.W. MONUMENT FOUND
- 5/8" IRON ROD WITH ALUMINUM CAP
- 1/2" IRON ROD WITHOUT ALUMINUM CAP
- CHISELED "X" IN CONCRETE FOUND
- CHISELED "X" IN BRICK FOUND
- PK NAIL SET UNLESS NOTED
- CALCULATED POINT UNLESS NOTED
- SHOULDER LINE
- PROPERTY LINE
- R.O.W. RECORD INFORMATION
- P.A.B. RECORD INFORMATION

Parcel 85 16 PUE (Vol. VFG 2739) & additional 14 PUE (Vol. 5195):
 P. 01721720-00
 P. 01721720-01
 P. 01721720-02
 P. 01721720-03
 P. 01721720-04
 P. 01721720-05
 P. 01721720-06
 P. 01721720-07
 P. 01721720-08
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 P. 01721720-97
 P. 01721720-98
 P. 01721720-99
 P. 01721720-100

LINE TABLE

CURVE	BEARING	DISTANCE
1	N39°36'31"E	56.18
2	S89°53'11"E	56.18
3	S00°00'00"E	56.18
4	N00°00'00"E	56.18
5	N39°36'31"E	56.18
6	S89°53'11"E	56.18
7	S00°00'00"E	56.18
8	N00°00'00"E	56.18
9	N39°36'31"E	56.18
10	S89°53'11"E	56.18
11	S00°00'00"E	56.18
12	N00°00'00"E	56.18
13	N39°36'31"E	56.18
14	S89°53'11"E	56.18
15	S00°00'00"E	56.18
16	N00°00'00"E	56.18
17	N39°36'31"E	56.18
18	S89°53'11"E	56.18
19	S00°00'00"E	56.18
20	N00°00'00"E	56.18
21	N39°36'31"E	56.18
22	S89°53'11"E	56.18
23	S00°00'00"E	56.18
24	N00°00'00"E	56.18
25	N39°36'31"E	56.18
26	S89°53'11"E	56.18
27	S00°00'00"E	56.18
28	N00°00'00"E	56.18
29	N39°36'31"E	56.18
30	S89°53'11"E	56.18
31	S00°00'00"E	56.18
32	N00°00'00"E	56.18
33	N39°36'31"E	56.18
34	S89°53'11"E	56.18
35	S00°00'00"E	56.18
36	N00°00'00"E	56.18
37	N39°36'31"E	56.18
38	S89°53'11"E	56.18
39	S00°00'00"E	56.18
40	N00°00'00"E	56.18
41	N39°36'31"E	56.18
42	S89°53'11"E	56.18
43	S00°00'00"E	56.18
44	N00°00'00"E	56.18
45	N39°36'31"E	56.18
46	S89°53'11"E	56.18
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57	N39°36'31"E	56.18
58	S89°53'11"E	56.18
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64	N00°00'00"E	56.18
65	N39°36'31"E	56.18
66	S89°53'11"E	56.18
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81	N39°36'31"E	56.18
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83	S00°00'00"E	56.18
84	N00°00'00"E	56.18
85	N39°36'31"E	56.18
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87	S00°00'00"E	56.18
88	N00°00'00"E	56.18
89	N39°36'31"E	56.18
90	S89°53'11"E	56.18
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93	N39°36'31"E	56.18
94	S89°53'11"E	56.18
95	S00°00'00"E	56.18
96	N00°00'00"E	56.18
97	N39°36'31"E	56.18
98	S89°53'11"E	56.18
99	S00°00'00"E	56.18
100	N00°00'00"E	56.18

PROPERTY OWNER

PARCEL NO.	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUIRED STATIONS	ACQUIRED 50 FT. (ACRES)	APPROXIMATE REMAINDER	RIGHT
81	STATE OF TEXAS						LEFT
82	STATE OF TEXAS						RIGHT
83	STATE OF TEXAS						LEFT
84	STATE OF TEXAS						RIGHT
85	STATE OF TEXAS						LEFT
86	STATE OF TEXAS						RIGHT
87	STATE OF TEXAS						LEFT
88	STATE OF TEXAS						RIGHT
89	STATE OF TEXAS						LEFT
90	STATE OF TEXAS						RIGHT
91	STATE OF TEXAS						LEFT
92	STATE OF TEXAS						RIGHT
93	STATE OF TEXAS						LEFT
94	STATE OF TEXAS						RIGHT
95	STATE OF TEXAS						LEFT
96	STATE OF TEXAS						RIGHT
97	STATE OF TEXAS						LEFT
98	STATE OF TEXAS						RIGHT
99	STATE OF TEXAS						LEFT
100	STATE OF TEXAS						RIGHT

NOTES

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1983), EPOCH 2002.0. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE DISTANCES.
- THE BEARING AND DISTANCE OF THE PROPOSED RIGHT-OF-WAY LINE IS 11.41° 14' 14.14" S, 11.41' 14.14" E.
- UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
- SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

REVISIONS

NO.	DATE	DESCRIPTION
1	07/18/2012	REVISION D.O.A. LINES
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RIGHT OF WAY WIDENING PROJECT

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

2. THE BEARING AND DISTANCE OF THE PROPOSED RIGHT-OF-WAY LINE IS 11.41° 14' 14.14" S, 11.41' 14.14" E.

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

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

PROPERTY OWNER

PARCEL NO.	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUIRED STATIONS	ACQUIRED 50 FT. (ACRES)	APPROXIMATE REMAINDER	RIGHT
81	STATE OF TEXAS						LEFT
82	STATE OF TEXAS						RIGHT
83	STATE OF TEXAS						LEFT
84	STATE OF TEXAS						RIGHT
85	STATE OF TEXAS						LEFT
86	STATE OF TEXAS						RIGHT
87	STATE OF TEXAS						LEFT
88	STATE OF TEXAS						RIGHT
89	STATE OF TEXAS						LEFT
90	STATE OF TEXAS						RIGHT
91	STATE OF TEXAS						LEFT
92	STATE OF TEXAS						RIGHT
93	STATE OF TEXAS						LEFT
94	STATE OF TEXAS						RIGHT
95	STATE OF TEXAS						LEFT
96	STATE OF TEXAS						RIGHT
97	STATE OF TEXAS						LEFT
98	STATE OF TEXAS						RIGHT
99	STATE OF TEXAS						LEFT
100	STATE OF TEXAS						RIGHT

REVISIONS

NO.	DATE	DESCRIPTION
01	07/18/2012	REVISION D.O.A. LINES
02		
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**TxDOT Highway Project Number:
0196-02-109
TxDOT Parcel 85**

RCSJ 0196-01-114
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1760+21 LT to Sta 1761+16 LT

Existing Easement

Instrument No. 2012-144892

Volume V, Page 273

PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY
SURVEY, ABSTRACT NO. 950
CITY OF DENTON, DENTON COUNTY, TEXAS

5195 01273

use of the easement for the purposes granted.

7. Grantor's Rights. Grantor shall have the right to make use of the easement for any purpose that does not interfere with the City's rights in the easement for the purposes granted, subject to the restrictions contained herein.

8. Neither party has made any representations or promises outside the written provisions of this easement document relating to the subject matter of this easement document.

9. Successors and Assigns. This grant shall run with the land and shall be binding upon the parties and their heirs, successors and assigns.

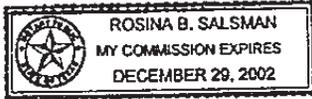
Witness my hand, this the 8 day of OCTOBER, 2002.

By: Tommy Caruthers
Tommy Lee Caruthers

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Denton §

This instrument was acknowledged before me on 10-8, 2002 by Tommy Lee Caruthers, of Tommy Lee Caruthers.



Rosina B. Salsman
Notary Public, in and for the State of TEXAS
My Commission Expires: 12-29-02

Accepted this 8 day of October, 2002 for the City of Denton, Texas (Resolution No. 91-073).

By: Pamela England for Paul Williamson
Paul Williamson

AFTER RECORDING RETURN TO:

City of Denton
Engineering Department
601 East Hickory
Suite B
Denton, Texas 76205
ATTN: Paul Williamson

EXHIBIT A

LEGAL DESCRIPTION
M.E.P. & P.R.R. SURVEY, ABS. No. 950
CITY OF DENTON, DENTON COUNTY, TEXAS

SITUATED in the City of Denton, Denton County, Texas and being a strip of land out of a tract of land conveyed to TOMMY LEE CARUTHERS by deed recorded in Volume 1178, Page 371 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said tract also being Lot 1, Block 1 of Briarcliff Subdivision according to the plat recorded in Cabinet 6, Page 45 of the Plat Records of Denton County, Texas (P.R.D.C.T.), said strip of land being herein described as a proposed 14.00 feet wide Permanent Public Utility Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the south property line of the said Lot 1 and on the existing northerly right-of-way of Brighton Drive, said beginning point being located South 89 degrees 38 minutes 14 seconds West 16.02 feet from the southeast property corner of the said Lot 1.

THENCE, South 89 degrees 38 minutes 14 seconds West, along the said property line and said right-of-way, 14.02 feet to a point;

THENCE, North 2 degrees 48 minutes 14 seconds East 331.00 feet to a point;

THENCE, North 1 degree 29 minutes 36 seconds East 358.47 feet to a point on the north property line of the said Lot 1;

THENCE, South 88 degrees 05 minutes 21 seconds East, along the said property line, 14.00 feet to a point;

THENCE, South 1 degree 29 minutes 36 seconds West 358.71 feet to a point;

THENCE, South 2 degrees 48 minutes 14 seconds West 330.57 feet to the POINT OF BEGINNING;

The proposed Permanent Public Utility Easement being herein described contains 0.2215 acres (9,649 square feet) of land.

I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner



Registered Professional Land Surveyor,
Texas No. 4183
Date of Survey: 3-28-02
Revised 4-22-02

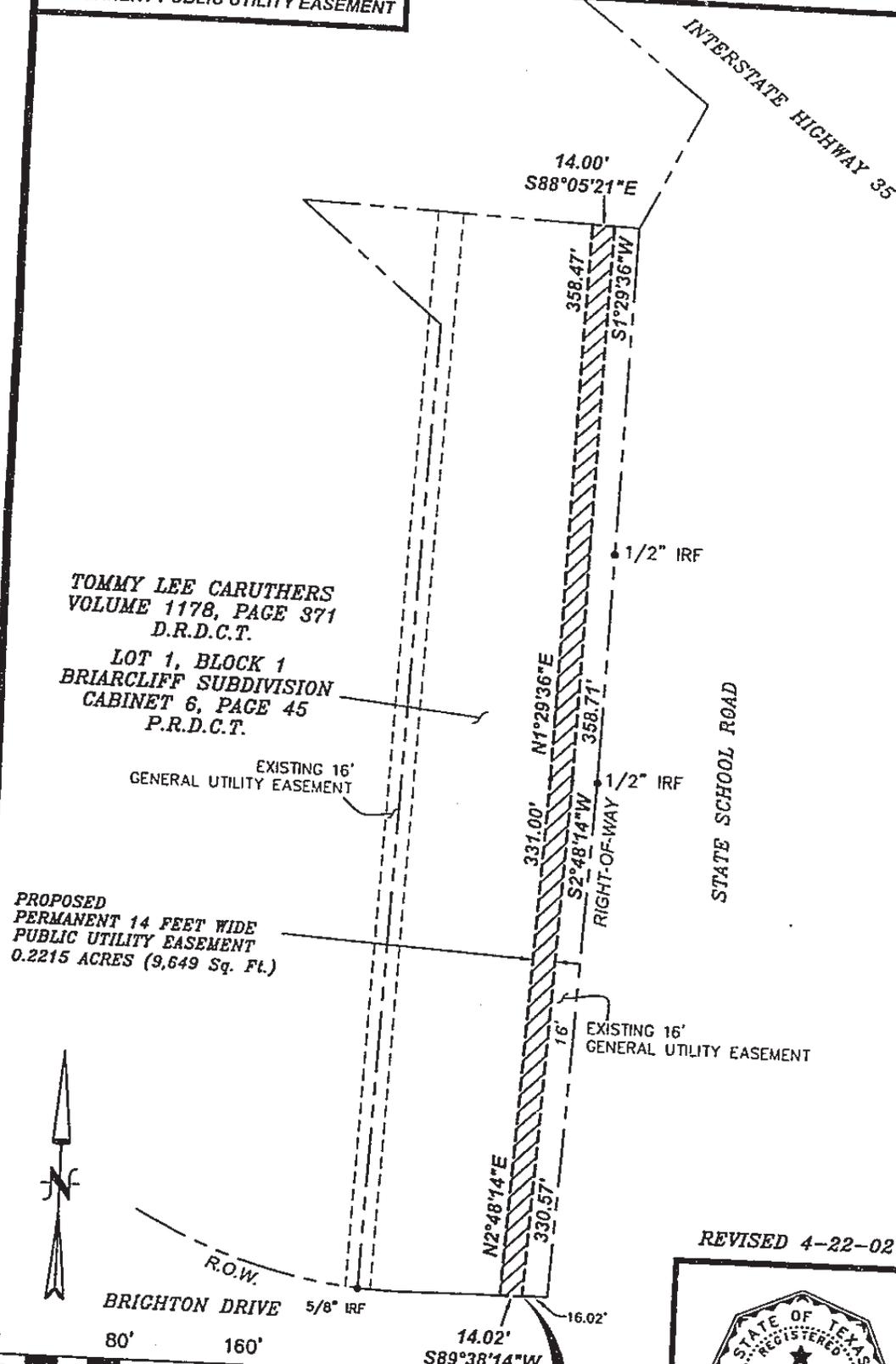
EXHIBIT B

SURVEY: MEP & PRR SURVEY, ABS NO. 950
LOCATION: CITY OF DENTON, DENTON COUNTY, TEXAS

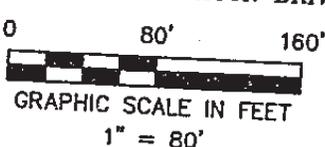
PROPERTY LOCATION: STATE SCHOOL & I-35E
PERM. PUBLIC UTILITY EASEMENT: 0.2215 AC.

PERMANENT PUBLIC UTILITY EASEMENT

5195 01275



TOMMY LEE CARUTHERS
VOLUME 1178, PAGE 371
D.R.D.C.T.
LOT 1, BLOCK 1
BRIARCLIFF SUBDIVISION
CABINET 6, PAGE 45
P.R.D.C.T.



REVISED 4-22-02



SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

7417 CONTINENTAL TRAIL
No. RICHLAND HILLS, TX 76180
817-281-2355

DATE 3-28-02
JOB NO. 1053-7-01
ACAD FILE 1053-EASE-9

5195 01276

PLEASE RETURN TO:
City of Denton
Engineering Department
City Hall East
601 E. Hickory, Suite B
Denton, Texas 76205
Attention: Paul Williamson

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Oct 18 2002
At 10:51am

Receipt #: 59522
Recording: 11.00
Doc/Hgmt: 6.00
Doc/Num: 2002-R0132732
Doc/Type: EAS
Deputy -ALVIN

ABSTRACT OF JUDGMENT
CAUSE NO. GC-99-00537

5108 N

CLERK OF THE COURT
Cynthia Mitchell
1450 E. McKinney, Suite 2412
Denton, Texas 76209

ATTORNEY FOR PLAINTIFF
BICKLEY, NEIL A.
301 S. Sherman Street, Suite 103
Richardson, Texas 75081

132733

THE STATE OF TEXAS §
COUNTY OF DENTON §

I, Cynthia Mitchell, CLERK of the County Courts of Denton County, Texas, do hereby certify that in the County Court at Law No. 2 of Denton County, Texas, in a certain suit heard in said court, wherein:

LORIE MEDLEY AND JIM FLETCHER, Plaintiff(s)
vs.
ROBERT FOWLER, JR., Defendant(s)

Plaintiff recovered judgment against the following Defendant(s):

FOWLER, ROBERT JR.
1795 BOWIE ST.

Sanger, Texas 76266

DRIVER'S LICENSE: TX- 12273807
BIRTH DATE: 1-31-67
S.S # UNKNOWN

5195 01277

On 31st day of august , 1999, for:

\$8,759.00 ; as the principle amount due;
Interest on said sums at the rate of ten percent (10%) from the date of judgment, until paid ; and
\$150.00 ; as costs of court :

If a Defendant's address is not shown, the nature of citation and the date and place citation was served is/are NOT APPLICABLE

Said judgment is entitled to the following credits to-wit: NONE

GIVEN UNDER MY HAND AND SEAL OF OFFICE, at Denton, Texas, Friday, September 27, 2002.

CYNTHIA MITCHELL, COUNTY CLERK,
DENTON COUNTY, TEXAS

BY: Zahra Kadkhoda, Deputy Clerk
ZAHRA KADKHODA



THE STATE OF TEXAS §
COUNTY OF _____ §

I, _____, County Clerk of _____ County, do hereby certify that this Abstract of Judgment was filed for record in my office the _____ day of _____, 200____, at _____ o'clock _____ .M., and was immediately recorded the _____ day of _____, 200____, at _____ o'clock _____ .M., in the Judgment Records of said County in Volume _____, Page _____, and was also at the same time entered upon the Index to said Judgment Records, showing the names of each Plaintiff(s) and each Defendant(s) in said Judgment, and the numbers of the pages of the Book upon which said abstract is recorded.

WITNESSES MY HAND AND SEAL OF OFFICE, this _____ day of _____, 200____.

County Clerk
County, Texas
BY: _____
Deputy Clerk

LEGAL DESCRIPTION

BEING a tract of land situated in the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 950, City of Denton, Denton County, Texas, and being part of Lot 1-R, Block 1, Brier Cliff Center, an addition to the City of Denton, Texas according to the plat recorded in Volume V, Page 273 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point in the southwest right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), and being the northeast corner of Lot 1, Block 1, Brier Cliff Center Addition, an addition to the City of Denton, Texas according to the plat recorded in Volume West, Page 715 of the Plat Records of Denton, Texas; from said point a 1/2-inch iron rod found bears North 50°22'36" West, a distance of 277.87 feet;

THENCE South 50°22'36" East, along the said southwest right-of-way line of Interstate Highway No. 35, a distance of 171.28 feet to a point at the intersection of the said southwest right-of-way line of Interstate Highway No. 35 and the northwest right-of-way line of State School Road (a variable width right-of-way);

THENCE South 29°40'54" West, along the said northwest right-of-way line of said State School Road, a distance of 87.08 feet to the northeast corner of said Lot 1-R;

THENCE continuing along the said northwest right-of-way line of State School Road, South 3°02'50" West, a distance of 26.67 feet to the southeast corner of a called 0.077 acre tract of land described in Special Warranty Deed with Vendor's Lien to Goel Ventures, LLC recorded in Instrument No. 2012-144892 of said Official Public Records;

THENCE departing the said northwest right-of-way line of State School Road, North 86°49'47" West, along the south line of said 0.077 acre tract, a distance of 30.00 feet to the **POINT OF BEGINNING**;

THENCE departing the said south line of the 0.077 acre tract, South 3°02'50" West, a distance of 22.60 feet to a point for corner;

THENCE the following five (5) calls:

- South 50°12'22" East, a distance of 24.96 feet to a point for corner;
- South 3°02'50" West, a distance of 24.69 feet to a point for corner;
- South 17°59'36" West, a distance of 0.23 feet to a point for corner;
- North 50°12'22" West, a distance of 78.68 feet to a point for corner;
- North 39°27'46" East, a distance of 19.19 feet to a point for corner in the said south line of the 0.077 acre tract;

THENCE South 86°49'47" East, along the said south line of the 0.077 acre tract, a distance of 31.71 feet to the **POINT OF BEGINNING** and containing 1,770 square feet or 0.0406 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 and bounds description.
 The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

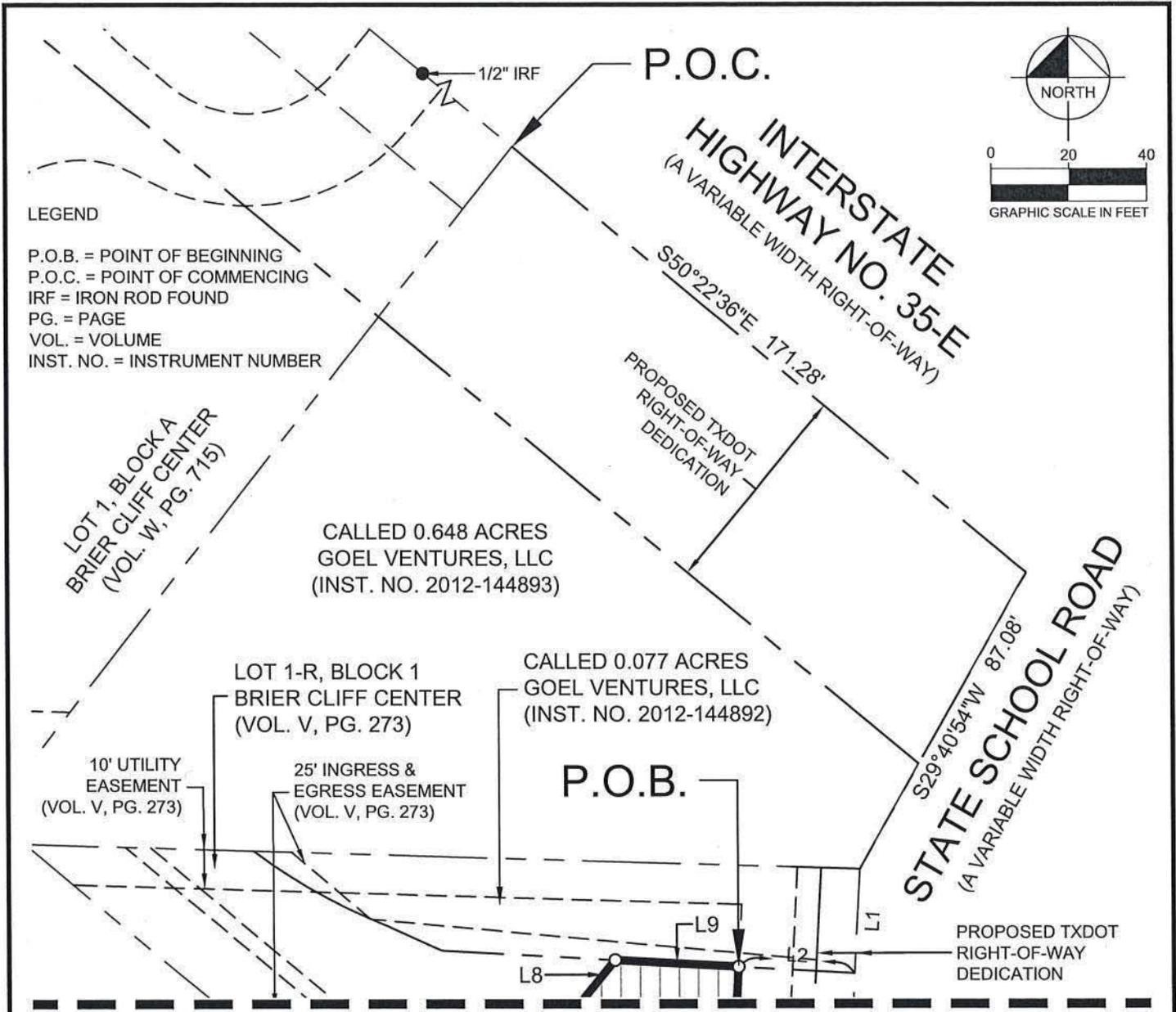
[Signature] 12/7/21
 MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



WATER AND WASTEWATER EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
 CITY OF DENTON, DENTON COUNTY, TEXAS

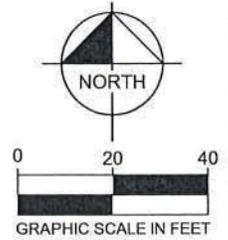
Kimley»Horn
 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG/JBH	MCB	12/7/2021	061024039	1 OF 3



LEGEND

P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCING
 IRF = IRON ROD FOUND
 PG. = PAGE
 VOL. = VOLUME
 INST. NO. = INSTRUMENT NUMBER



NOTES:

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

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

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

[Signature]
 12/7/21
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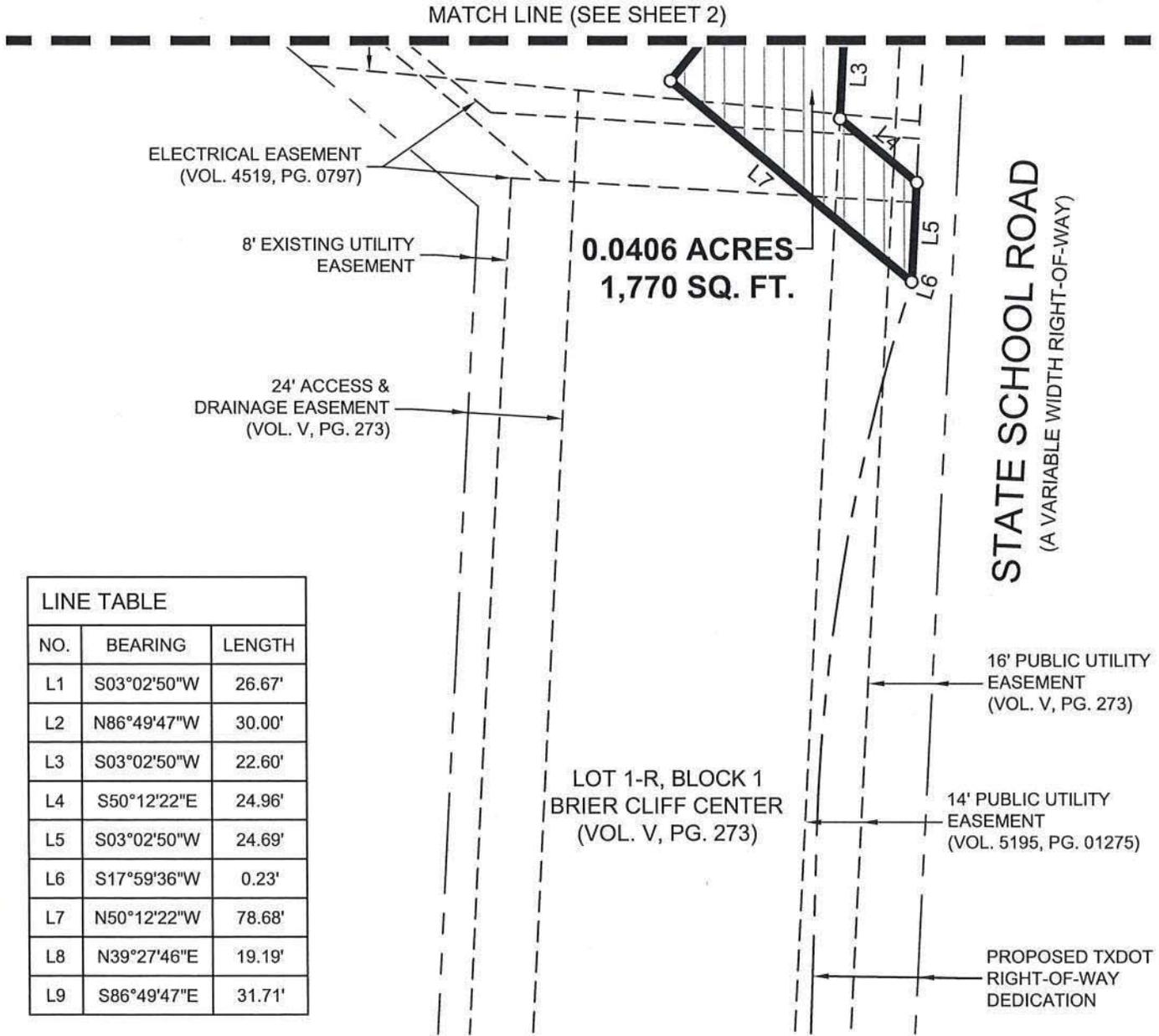
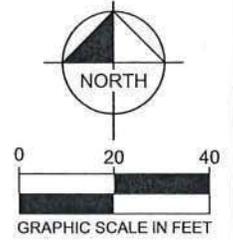
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG/JBH	MCB	12/7/2021	061024039	2 OF 3

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LINE TABLE		
NO.	BEARING	LENGTH
L1	S03°02'50"W	26.67'
L2	N86°49'47"W	30.00'
L3	S03°02'50"W	22.60'
L4	S50°12'22"E	24.96'
L5	S03°02'50"W	24.69'
L6	S17°59'36"W	0.23'
L7	N50°12'22"W	78.68'
L8	N39°27'46"E	19.19'
L9	S86°49'47"E	31.71'

WATER AND WASTEWATER EASEMENT
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THENCE departing the said northwest right-of-way line of State School Road, North 86°49'47" West, along the south line of said 0.077 acre tract, a distance of 61.71 feet to the **POINT OF BEGINNING**;

THENCE departing the said south line of the 0.077 acre tract, South 39°27'46" West, a distance of 19.19 feet to a point for corner;

THENCE North 50°12'22" West, a distance of 25.93 feet to a point for corner in the said south line of the 0.077 acre tract;

THENCE South 86°49'47" East, along the said south line of the 0.077 acre tract, a distance of 32.18 feet to the **POINT OF BEGINNING** and containing 249 square feet or 0.0057 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 and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

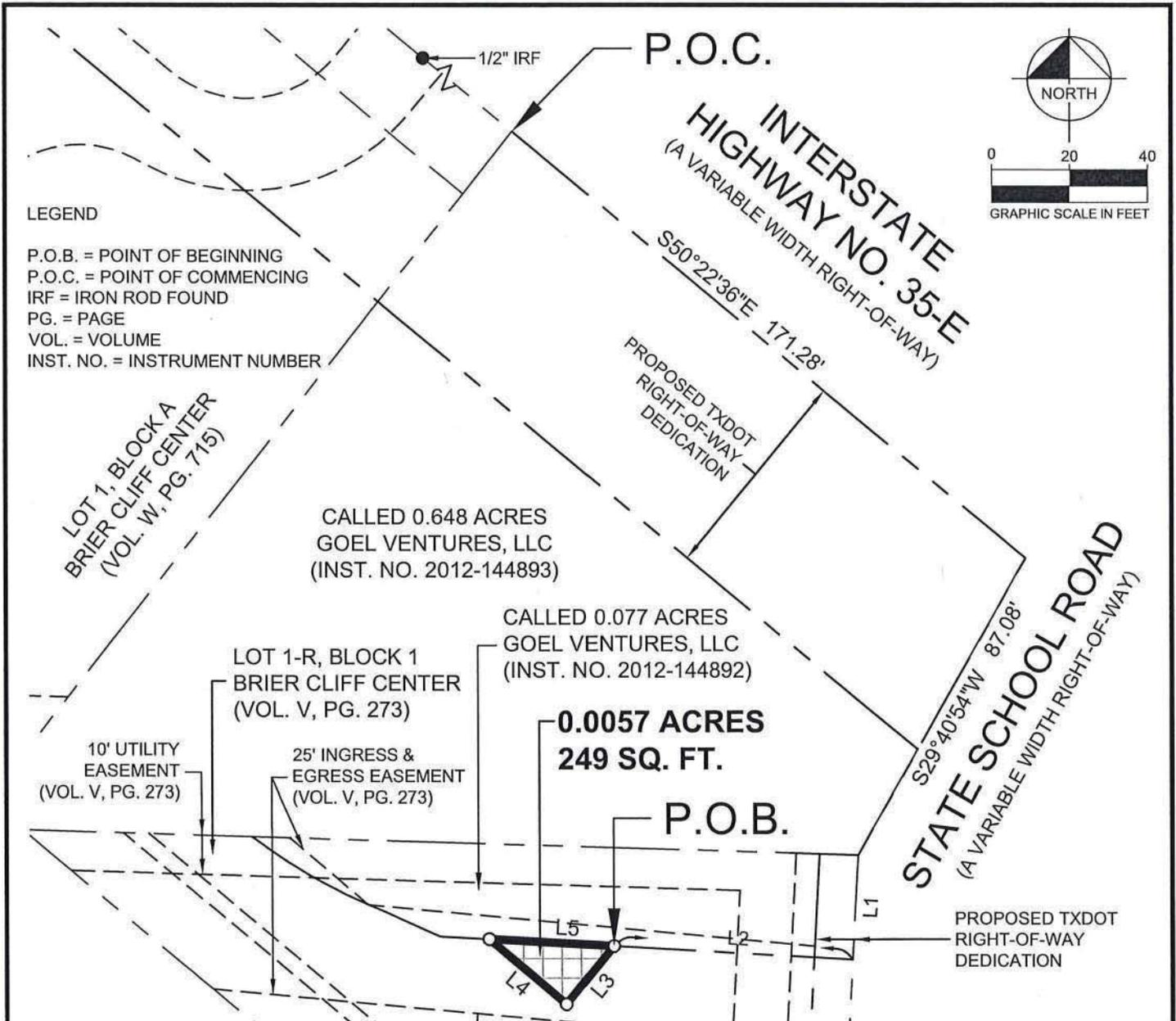
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TEMPORARY CONSTRUCTION EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
 CITY OF DENTON, DENTON COUNTY, TEXAS

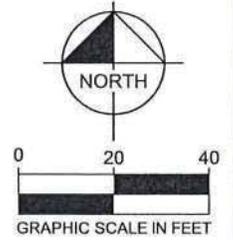
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CITY OF DENTON, DENTON COUNTY, TEXAS

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