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Texas Department of Transportation

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

January 13, 2023

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

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

Dear Mrs. Hensley,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

DocuSigned by:
CD610F6E0D581EF...
John Hudspeth, P.E.
Deputy District Engineer, Dallas District

Attachments
cc: Jeremy Miller
Darla Payberah, P.E.
Luis G. Nieto, M.B.A., M.S.C.E., P.E., C.F.M.
Travis Campbell, P.E.
Area Office Engineer
Utility Representative

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STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00008008**

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT AGREED:

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

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

BP 1/17/2023
Initial Date
TxDOT

Initial 12/7/22
Date
Utility

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

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

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

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

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

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

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

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

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

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

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

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

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

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

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

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

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

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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 Water
Name of Utility

By: Sara Hensley
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

Date: 12/7/22

EXECUTION RECOMMENDED:

DocuSigned by: Travis Campbell 1/17/2023
01C1FD5FAADC42F...
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

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

By: DocuSigned by: [signature] P.E.
CD610F6E0D584EF...
District Engineer (or designee)

Date: 1/18/2023

DP 1/17/2023
Initial Date
TxDOT

Initial 12/7/22
Date
Utility

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Attachment "A"
Plans, Specifications, and Estimated Costs

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

☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

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

DS DP	1/17/2023		12/7/22
Initial	Date	Initial	Date
TxDOT		Utility	

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Date

07/13/2022

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

RE: Abandonment Request

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

County: Denton

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

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

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

Dear Mr. Bur:

The City of Denton

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

1. Areas of abandonment will not have negative impacts on TxDOT's facilities and/or construction. Areas proposed for abandonment have exhibits included such as Plan/Profile(s), Plan/Cross Section(s), etc.

2. The need for abandonment will benefit TxDOT in the following manner:

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

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

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

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

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

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

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

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

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

The enclosed plans and supporting documentation includes:

1. UIR Installation Request (Permit)
2. Relocation plans in the form of Plan/Profile(s), Plan/Cross Section(s), etc. that includes:

- Age, condition, size, current status, type (material composition) and length of the utility facility to be abandoned.
- The approximate depth of the existing pipeline or conduit to be abandoned.
- Existing pipeline or conduit operating condition (Optimal/Compromised).
- Existing pipeline or conduit is not in conflict with other existing utilities.
- Abandonment will not cause conflict with either the proposed construction and/or other utilities.
- The removal of abandoned facilities as shown will be coordinated in advance with the designated TxDOT Contractor and/or Utility Coordinator in the Area Office.

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

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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 U

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

Phone Number: (940) 349-8480

Email Address: David.Brown@cityofdenton.com

Your consideration to this matter is greatly appreciated.

Sincerely,

Please sign above and include name and title below

David Brown
Project Manager

Attachments: Permit, Plans, Exhibits and Supporting Documentation

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

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

DALLAS DISTRICT APPROVAL

DS MkB DISTRICT ENGINEER

DS cc DEPUTY DISTRICT ENGINEER

DS DIRECTOR OF TP&D

DS DP UTILITIES SUPERVISOR

DS JTC AREA ENGINEER

DS DVP Design PM

Rev. 09-07-2021

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

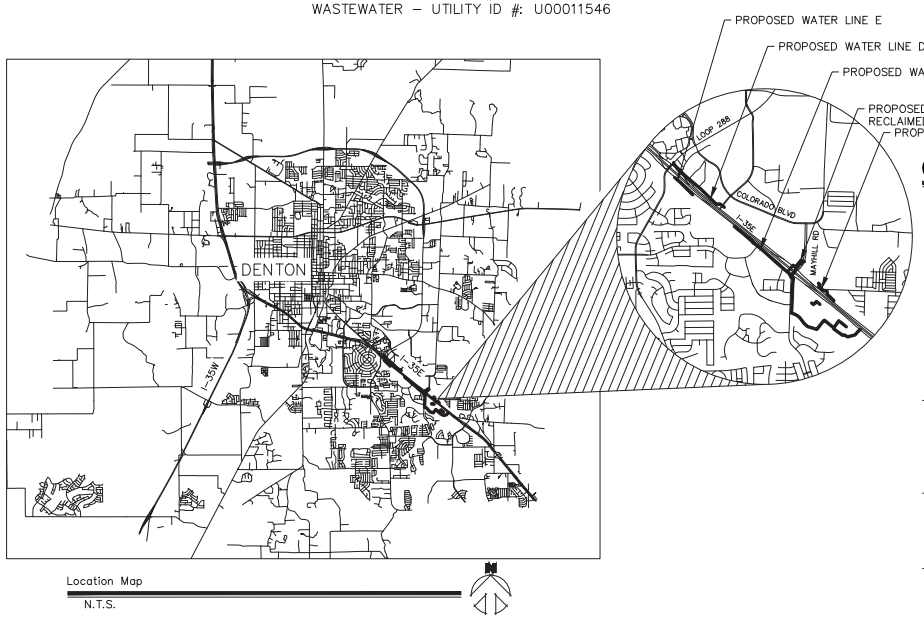
IH-35E MAYHILL UTILITY RELOCATIONS

IFB #7968-001

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

SHEET INDEX:

2 – GENERAL NOTES
3 – PROJECT CONTROL AND BENCHMARKS
4 – PROPOSED UTILITY ABANDONMENT (SHEET 1 OF 2)
5 – PROPOSED UTILITY ABANDONMENT (SHEET 2 OF 2)
6 – PROPOSED 24-INCH WATER LINE A STA 00+00 TO 10+00
7 – PROPOSED 24 & 20-INCH WATER LINE A STA 10+00 TO 20+00
8 – PROPOSED 20-INCH WATER LINE A STA 20+00 TO 30+00
9 – PROPOSED 20-INCH WATER LINE A STA 30+00 TO 40+00
10 – PROPOSED 20-INCH WATER LINE A STA 40+00 TO 50+00
11 – PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00
12 – PROPOSED 20-INCH WATER LINE A STA 60+00 TO 70+00
13 – PROPOSED 20-INCH WATER LINE A STA 70+00 TO 80+00
14 – PROPOSED 20-INCH WATER LINE A STA 80+00 TO 86+00
15 – PROPOSED 20-INCH WATER LINE A STA 86+00 TO END
16 – PROPOSED 6-INCH WATER LINE A1
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 END
20 – PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION
21 – PROPOSED 12-INCH WATER LINE C STA 0+00 TO 6+00
22 – PROPOSED 12-INCH WATER LINE C STA 6+00 TO END
23 – PROPOSED 8 & 12-INCH WATER LINE D STA 0+00 TO 10+00
24 – PROPOSED 8-INCH WATER LINE D STA 10+00 TO 20+00
25 – PROPOSED 8-INCH WATER LINE D STA 20+00 TO END
26 – PROPOSED 24-INCH WATER LINE E STA 0+00 TO 6+00
27 – PROPOSED 24-INCH WATER LINE E STA 6+00 TO END
28 – PROPOSED 20-INCH RECLAIMED WATER LINE STA 0+00 TO END
29 – CITY STANDARD DETAILS
30 – CITY STANDARD DETAILS 2
31 – CITY STANDARD DETAILS 3
32 – CITY STANDARD DETAILS 4
33 – CITY STANDARD DETAILS 5
34 – CITY STANDARD DETAILS 6
35 – CONSTRUCTION DETAILS 1
36 – EROSION CONTROL PLAN 1
37 – EROSION CONTROL PLAN 2
38 – EROSION CONTROL DETAILS
39 – PROPOSED SURFACE REPAIR (SHEET 1 OF 3)
40 – PROPOSED SURFACE REPAIR (SHEET 2 OF 3)
41 – PROPOSED SURFACE REPAIR (SHEET 3 OF 3)
42 – TCP (1-1)-18 TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK
43 – TCP (1-2)-18 TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL



Location Map
N.T.S.

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 Igo

(CHRISTOPHER IGO, P.E. #120045)
*THE STANDARD TXDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

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

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IGO
120045
LICENSED
PROFESSIONAL ENGINEER

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

OCTOBER 2022

No.	Revision	By	Date
1	PIPE SIZE CHANGE TO REFLECT BID MATERIAL	CIR	10/12/2022

KH NO. 061024021

CITY OF DENTON, TEXAS – IH-35E-MAYHILL-UTILITY RELOCATIONS

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS MARTINEZ (918-493-5104) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (940-380-7463) 48 HOURS PRIOR TO EXCAVATION.
5. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: VERIZON (972-318-5260), GTE (940-381-9294), ZAYO (817-665-4702), AND AT&T (817-338-6013).
6. CAUTION! BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: COSERV (940-321-7800) AND DENTON MUNICIPAL ELECTRIC (940-349-8700).
7. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
8. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
9. ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
12. CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN ONE WEEK PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
13. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
14. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
15. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
16. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
17. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
18. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
19. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
20. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS. TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
21. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
22. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
23. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
25. A MINIMUM COVER OF SIX FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
26. THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION.
27. CONTRACTOR SHALL ENSURE A MINIMUM OF TEN FEET SEPARATION BETWEEN PROPOSED WATER LINE AND EXISTING PARALLEL SANITARY SEWER LINES AND MANHOLES.
28. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
29. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
30. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
31. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
32. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
33. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
35. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
36. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
37. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
38. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
39. AT EACH LOCATION WHERE THE PROPOSED WATER LINE TIES INTO AN EXISTING WATER LINE CONTRACTOR SHALL COORDINATE SHUT DOWNS 7 DAYS IN ADVANCE WITH CITY. THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION.
40. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
41. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
42. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
43. CONCRETE THRUST BLOCKING SHALL BE USED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, AND WYES, AS WELL AS ADDITIONAL RESTRAINT AS REQUIRED BY THE CONTRACT DOCUMENTS.

PROJECT SPECIFIC NOTES:

1. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON TO INCORPORATE INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY - IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
2. THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS AND/OR VALVES FOR SEQUENCING OF CONSTRUCTION AND TESTING OF PROPOSED WATER LINES. TEMPORARY PLUGS AND/OR VALVES SHALL BE CONSIDERED SUBSIDIARY TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
3. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
4. ALL OUTLETS, APPURTENANCES, AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
5. CORROSION PROTECTION REQUIREMENTS: THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND INSTALL THE FOLLOWING CORROSION PROTECTION SYSTEMS.

   DUCTILE IRON PIPE

   a. A CORROSION CONTROL SYSTEM CONSISTING 8-MIL V-BIO ENHANCED POLYETHYLENE ENCASEMENT, AND ZINC COATED PIPE IN ACCORDANCE WITH ISO 8179-1
   b. JOINT BONDING
   c. JOINT ISOLATION AT CONNECTIONS TO EXISTING NON-PVC PIPELINES
   d. ELECTRICAL ISOLATION AT CASED CROSSINGS
6. SEQUENCING: GENERALLY, THE CONTRACTOR SHALL BEGIN WORK ON WATER LINE D WORKING TOWARDS THE SOUTH DOWN TO THE EAST SIDE OF WATER LINE C AND THEN DOWN TO WATER LINE B. AFTER, CONTRACTOR SHALL MOVE TO THE WEST SIDE OF I-35 AND WORK BACK UP TO THE NORTH, INSTALLING WATER LINE A AND ULTIMATELY WATER LINE E.
7. IF HDPE IS THE PIPE MATERIAL SELECTED FOR THE 16" AND 20" LINES, THIS WILL REQUIRE AN UPSIZE IN DIAMETER TO 20" AND 24" DR-11 HDPE, RESPECTIVELY. GATE VALVES/APPURTENANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS, THEREFORE, REDUCERS WOULD BE REQUIRED TO TIE INTO THE SIZES SHOWN.

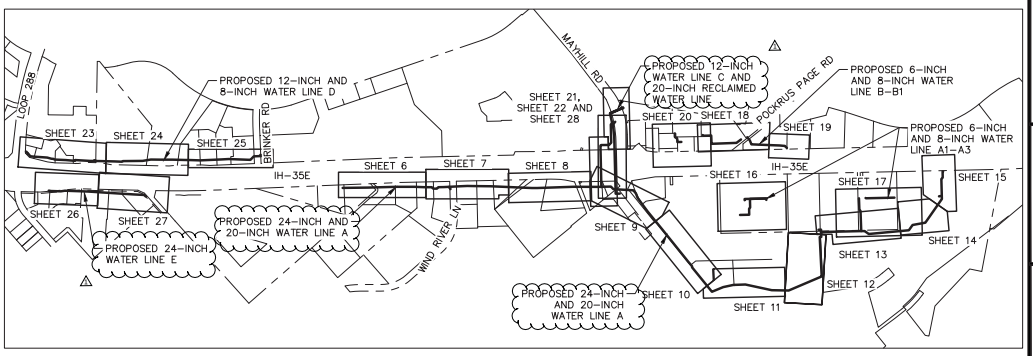
TxDOT STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY INSPECTORS.
7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TXDOT ROW AND THAT THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

LEGEND:

X" WL	EXISTING WATER LINE
X" SS	EXISTING SANITARY SEWER LINE
X" SD	EXISTING STORM SEWER LINE
X" G	EXISTING GAS LINE
OHE DME	EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC
OHE CSV	EXISTING COSERV OVERHEAD ELECTIRC
UGE	EXISTING UNDERGROUND ELECTRIC
COMM	EXISTING COMMUNICATION LINE
	EXISTING CURB
	EXISTING GUARD RAIL/PIPE FENCE
	EXISTING BRICK/WOODEN FENCE
	EXISTING BARBED WIRE FENCE
	PROPOSED WATER LINE
PUGE	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
RE: A/B	REFERENCE FIGURE A ON SHEET B
	PROPOSED WATER LINE IN STEEL CASING PIPE
	PROPOSED WATER GROUT FILL AND ABANDON
	PROPOSED WATER LINE REMOVAL
	PROPOSED WATER LINE TO BE ABANDONED IN PLACE
W	EXISTING WATER MANHOLE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING WATER ISOLATION VALVE

	EXISTING ROW
	PROPOSED ROW
	PROPOSED EASEMENT
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED METER
	PROPOSED FIRE HYDRANT
	PROPOSED WATER ISOLATION VALVE
	PROPOSED METER
	PROPOSED REDUCER
	EXISTING SIGN
	EXISTING GUY WIRE
	EXISTING TREE
	CONTROL POINT
	BENCHMARK
W	UTILITY MARKER
	EXISTING ASPHALT PAVEMENT
	EXISTING GRAVEL PAVEMENT
	EXISTING GRAVEL AND ASPHALT PAVEMENT
66	EXISTING TxDOT PARCEL NUMBER



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No.	Revision	By	Date
1	PER DCE CHANGE TO SELECT BID MATERIAL	CPI	10/31/2022

10/31/2022
CHRISTOPHER P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

GENERAL NOTES

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
2

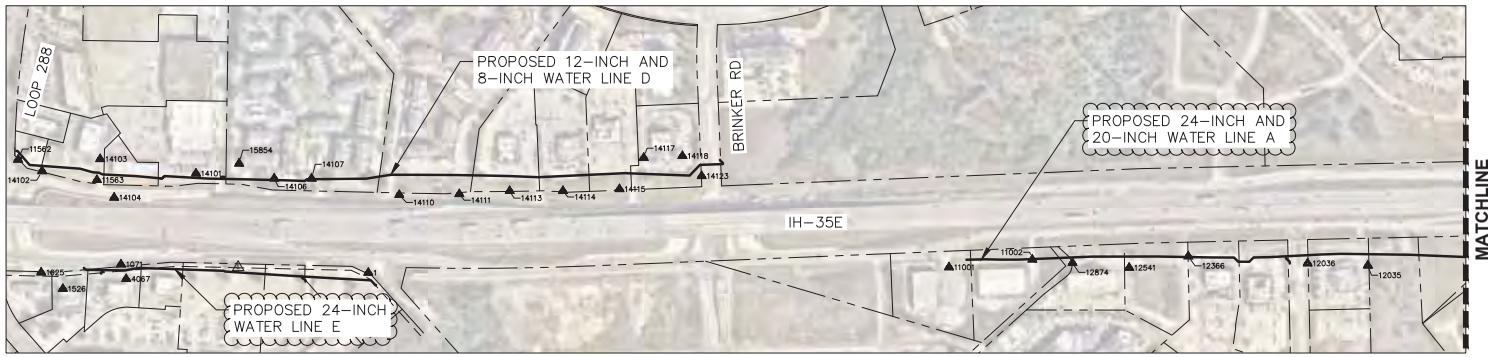
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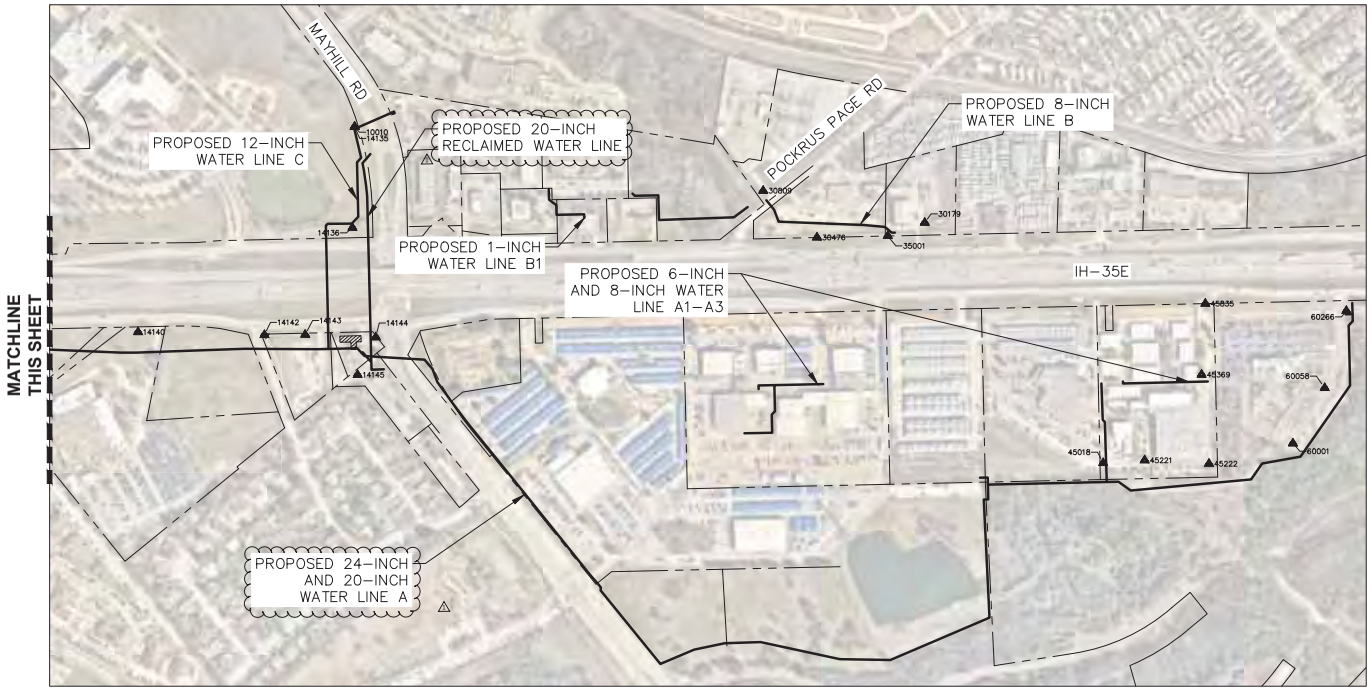
LEGEND:

PROPOSED WATER LINE

EXISTING CONTROL POINT

GRAPHIC SCALE IN FEET
0 125 250 500
FOR 11"X17" 1"=500'





CONTROL POINT TABLE				
Point #	Northing	Easting	Elevation	Description
1	7116278.54	2395342.59	678.88	CP SIR 12
1071	7116955.14	2394611.86	660.43	CP NLS
1526	7117033.78	2394370.85	665.30	CP NLS
1625	7117140.67	2394347.86	660.73	CP NLS
2133	7117281.16	2394127.11	667.85	CP NLS
4067	7116897.10	2394589.18	663.29	CP XS
10010	7113316.94	2400232.03	626.82	CP XS
11001	7114765.99	2397124.21	643.67	CP XS
11002	7114570.26	2397398.11	630.94	CP XS
11562	7117545.18	2394574.92	659.67	CP XS
11563	7117275.40	2394761.12	671.35	CP XS
12035	7113668.20	2398403.37	648.94	CP XS
12036	7113833.58	2398225.91	645.83	CP XS
12366	7114169.25	2397881.13	640.37	CP XS
12541	7114289.97	2397671.39	631.04	CP XS
12874	7114453.56	2397511.26	630.54	CP XS
14101	7117034.41	2395079.69	686.62	CP XS
14102	7117446.40	2394617.33	662.66	CP XS
14103	7117330.53	2394826.10	673.54	CP XS
14104	7117176.48	2394766.99	672.18	CP XS
14106	7116813.10	2395304.67	689.75	CP XS
14107	7116714.21	2395418.17	687.07	CP XS
14110	7116433.91	2395641.92	674.87	CP XS
14111	7116278.20	2395826.89	682.31	CP XS
14113	7116154.86	2395988.13	683.52	CP XS
14114	7116014.95	2396150.55	674.64	CP XS
14115	7115871.38	2396327.20	660.70	CP XS
14117	7115903.03	2396483.65	656.24	CP XS
14118	7115806.65	2396606.16	652.28	CP XS
14123	7115694.80	2396611.76	641.25	CP XS
14135	7113316.94	2400232.03	626.98	CP XS
14136	7113015.62	2399959.85	619.57	CP XS
14140	7113262.64	2399032.67	638.85	CP XS
14142	7112920.90	2399409.58	623.91	CP XS
14143	7112814.70	2399534.38	622.08	CP XS
14144	7112620.76	2399742.38	621.30	CP XS
14145	7112554.46	2399588.15	621.27	CP XS
15854	7116951.08	2395236.93	692.55	CP XS
30179	7111523.91	2401714.86	616.10	CP XS
30476	7111762.66	2401347.91	612.73	CP XS
30809	7112046.70	2401307.32	607.02	CP XS
35001	7111580.68	2401567.36	617.17	CP XS
45018	7110322.60	2401624.82	603.66	CP XS
45221	7110221.52	2401758.33	603.09	CP XS
45222	7110041.69	2401945.03	602.70	CP XS
45369	7110332.27	2402157.35	603.36	CP XS
45835	7110538.47	2402355.53	599.62	CP XS
60001	7109882.70	2402254.14	594.74	CP XS
60058	7109967.35	2402496.56	595.87	CP XS
60266	7110145.13	2402765.78	593.84	CP XS

SHEET NOTES:

1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, AND ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS NORTH CENTRAL ZONE 4202 WITH THE DENTON COUNTY SCALE FACTOR 0.999849393 APPLIED (SURFACE*0.999849393 = GRID VALUE).

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No.	Revision	By	Date
1	ADD SOUTHWEST BENCHMARK	CPI	10/12/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
REGISTERED PROFESSIONAL ENGINEER

CITY OF DENTON

IH-35E MAYHILL
UTILITY RELOCATIONS

PROJECT CONTROL AND BENCHMARKS

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
3

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\3_CONTROL POINTS AND BENCHMARKS.dwg 10/12/2022 12:11 PM

WATER ABANDONMENT			
Point #	Northing	Easting	Description
1	7117573.98	2394590.63	BEGIN 12" WL ABANDONMENT BY GROUT FILL
2	7117377.29	2394691.61	END 12" WL ABANDONMENT BY GROUT FILL AND BEGIN 12" WL REMOVAL
3	7116943.19	2395147.85	END 12" WL REMOVAL
4	7116943.44	2395153.04	BEGIN 8" WL REMOVAL
5	7115565.08	2396693.80	END 8" WL REMOVAL
6	7115654.08	2396579.15	END 8" WL REMOVAL AND BEGIN 8" GROUT FILL
7	7115606.97	2396639.45	END 8" WL GROUT FILL AND BEING 8" WL REMOVAL
8	7117271.55	2394769.28	BEGIN 8" WL REMOVAL AND REMOVE 8" GATE VALVE
9	7117282.33	2394783.75	END 8" WL REMOVAL
10	7117102.93	2394947.14	BEGIN 6" WL REMOVAL AND REMOVE 6" GATE VALVE
11	7117113.67	2394956.59	END 6" WL REMOVAL
12	7116954.59	2395134.08	BEGIN 6" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
13	7116944.96	2395154.55	END 6" WL REMOVAL AND REMOVE 6" GATE VALVE
14	7116870.84	2395186.35	BEGIN 6" WL REMOVAL AND REMOVE 6" GATE VALVE
15	7116892.00	2395206.60	END 6" WL REMOVAL
16	7116785.31	2395317.35	END 6" WL REMOVAL
17	7116758.72	2395294.20	BEGIN 6" WL REMOVAL
18	7116624.03	2395437.34	BEGIN 6" WL REMOVAL
19	7116657.44	2395465.55	END 6" WL REMOVAL
20	7116509.12	2395561.92	BEGIN 6" WL REMOVAL
21	7116545.33	2395605.16	END 6" WL REMOVAL
22	7116544.14	2395685.37	END 8" WL REMOVAL
23	7116480.79	2395592.18	BEGIN 8" WL REMOVAL
24	7116118.28	2396146.30	END 8" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
25	7116067.31	2396074.25	BEGIN 8" WL REMOVAL
26	7115691.16	2396706.79	END 8" WL REMOVAL
27	7115607.31	2396640.43	BEGIN 8" WL REMOVAL
28	7115653.69	2396673.01	REMOVE FH AND 6" VALVE
29	7116034.02	2396123.03	REMOVE FH AND 6" VALVE
30	7116069.13	2396075.98	REMOVE 8" GATE VALVE
31	7116193.94	2395934.81	REMOVE FH AND 6" VALVE
32	7116227.63	2395886.29	REMOVE 8" GATE VALVE
33	7116421.87	2395663.93	REMOVE FH AND 6" VALVE
34	7116512.33	2395686.47	REMOVE FH AND 6" VALVE
35	7116507.34	2395563.81	REMOVE FH AND 6" VALVE
36	7116866.22	2395191.03	REMOVE 8" GATE VALVE

WATER ABANDONMENT			
Point #	Northing	Easting	Description
37	7116923.30	2395133.28	REMOVE 8" GATE VALVE
38	7116946.65	2395143.68	REMOVE 12" GATE VALVE
39	7117090.96	2394951.18	REMOVE FH AND 6" VALVE
40	7116625.77	2395439.15	REMOVE 6" GATE VALVE
41	7117286.57	2394732.02	REMOVE FH AND 6" VALVE
42	7117542.29	2394571.15	REMOVE FH AND 6" VALVE
43	7116893.68	2395173.65	REMOVE FH AND 6" VALVE
44	7116492.81	2395605.89	REMOVE CONCRETE WATER VAULT AND SALVAGE WATER METER
45	7115883.99	2396291.34	BEGIN 6" WL REMOVAL
46	7115906.18	2396310.60	REMOVE 6" GATE VALVE
47	7115926.04	2396327.83	END 6" WL REMOVAL
48	7115833.90	2396350.22	REMOVE 8" GATE VALVE

WATER ABANDONMENT			
Point #	Northing	Easting	Description
49	7117275.38	2394765.92	REMOVE 12" GATE VALVE
53	7117163.55	2394863.51	REMOVE WATER METER
54	7117174.23	2394878.92	REMOVE WATER METER
55	7116625.65	2395452.46	REMOVE WATER METER
56	7116447.81	2395636.20	REMOVE WATER METER
57	7117281.31	2394765.09	SALVAGE WATER METER
58	7117490.13	2394607.55	REMOVE WATER METER
59	7117442.68	2394643.35	REMOVE WATER METER

SEWER ABANDONMENT			
Point #	Northing	Easting	Description
50	7115648.52	2396626.01	REMOVE SS MH
51	7115674.29	2396593.96	BEGIN 8" SS GROUT FILL
52	7115815.25	2396758.17	END 8" SS GROUT FILL
98	7113797.10	2398208.20	END 12" SS GROUT FILL
99	7113900.66	2398174.40	BEGIN 12" SS GROUT FILL
100	7113842.25	2398245.50	REMOVE SS MH

WATER ABANDONMENT			
Point #	Northing	Easting	Description
60	7117039.46	2394493.88	BEGIN 14" WL REMOVAL
61	7116998.06	2394544.95	BEGIN 8" WL REMOVAL
62	7116992.36	2394539.65	END 8" WL REMOVAL
63	7116996.43	2394543.44	REMOVE 8" GATE VALVE
64	7116467.94	2395175.90	BEGIN 8" WL REMOVAL
65	7116465.04	2395173.10	REMOVE 8" GATE VALVE
66	7116423.65	2395134.57	END 8" WL REMOVAL
67	7116353.19	2395296.05	REMOVE 2" AIR RELEASE VALVE
68	7116230.07	2395338.49	REMOVE 14" GATE VALVE
69	7116226.89	2395338.34	END 14" WL REMOVAL

LEGEND

PROPOSED UTILITY GROUT FILL AND ABANDON

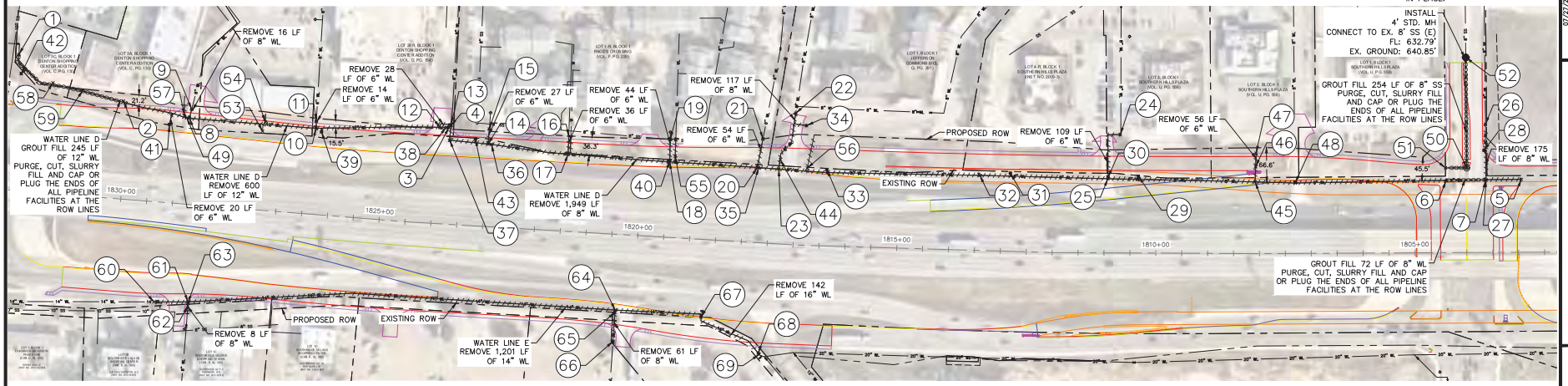
PROPOSED UTILITY LINE REMOVAL

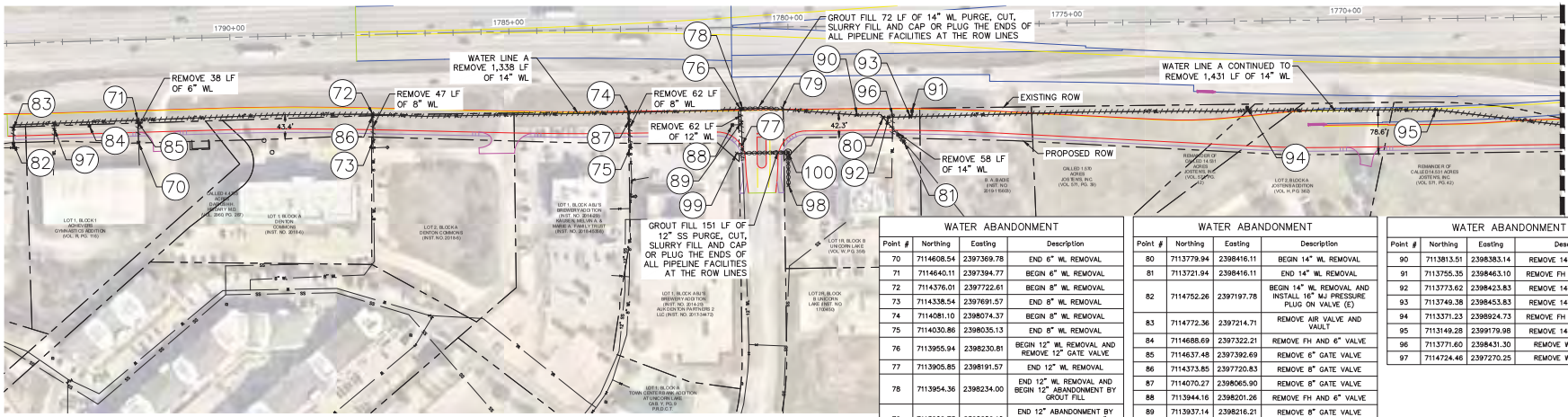
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

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

SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR PURGE, CUT, SLURRY FILL AND CAP, OR PLUG THE ENDS OF ALL PIPELINE FACILITIES AT THE ROW LINES. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.





WATER ABANDONMENT			
Point #	Northing	Easting	Description
70	7114608.54	2397369.78	END 6" WL REMOVAL
71	7114640.11	2397394.77	BEGIN 6" WL REMOVAL
72	7114376.01	2397722.61	BEGIN 8" WL REMOVAL
73	7114338.54	2397691.57	END 8" WL REMOVAL
74	7114081.10	2398074.37	BEGIN 8" WL REMOVAL
75	7114030.86	2398035.13	END 8" WL REMOVAL
76	7113955.94	2398230.81	BEGIN 12" WL REMOVAL AND REMOVE 12" GATE VALVE
77	7113905.85	2398191.57	END 12" WL REMOVAL
78	7113954.36	2398234.00	END 12" WL REMOVAL AND BEGIN 12" ABANDONMENT BY GROUT FILL
79	7113909.73	2398289.10	END 12" ABANDONMENT BY GROUT FILL AND BEGIN 12" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
80	7113779.94	2398416.11	BEGIN 14" WL REMOVAL
81	7113721.94	2398416.11	END 14" WL REMOVAL
82	7114752.26	2397197.78	BEGIN 14" WL REMOVAL AND INSTALL 16" MJ PRESSURE PLUG ON VALVE (E)
83	7114772.36	2397214.71	REMOVE AIR VALVE AND VAULT
84	7114688.69	2397322.21	REMOVE FH AND 6" VALVE
85	7114637.48	2397392.69	REMOVE 6" GATE VALVE
86	7114373.85	2397720.83	REMOVE 8" GATE VALVE
87	7114070.27	2398065.90	REMOVE 8" GATE VALVE
88	7113944.16	2398201.26	REMOVE FH AND 6" VALVE
89	7113937.14	2398216.21	REMOVE 8" GATE VALVE

WATER ABANDONMENT			
Point #	Northing	Easting	Description
90	7113813.51	2398383.14	REMOVE 14" GATE VALVE
91	7113755.35	2398463.10	REMOVE FH AND 6" VALVE
92	7113773.62	2398423.83	REMOVE 14" GATE VALVE
93	7113749.38	2398453.83	REMOVE 14" GATE VALVE
94	7113371.23	2398924.73	REMOVE FH AND 6" VALVE
95	7113149.28	2399179.98	REMOVE 14" GATE VALVE
96	7113771.60	2398431.30	REMOVE WATER METER
97	7114724.46	2397270.25	REMOVE WATER METER

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
LICENSED PROFESSIONAL ENGINEER

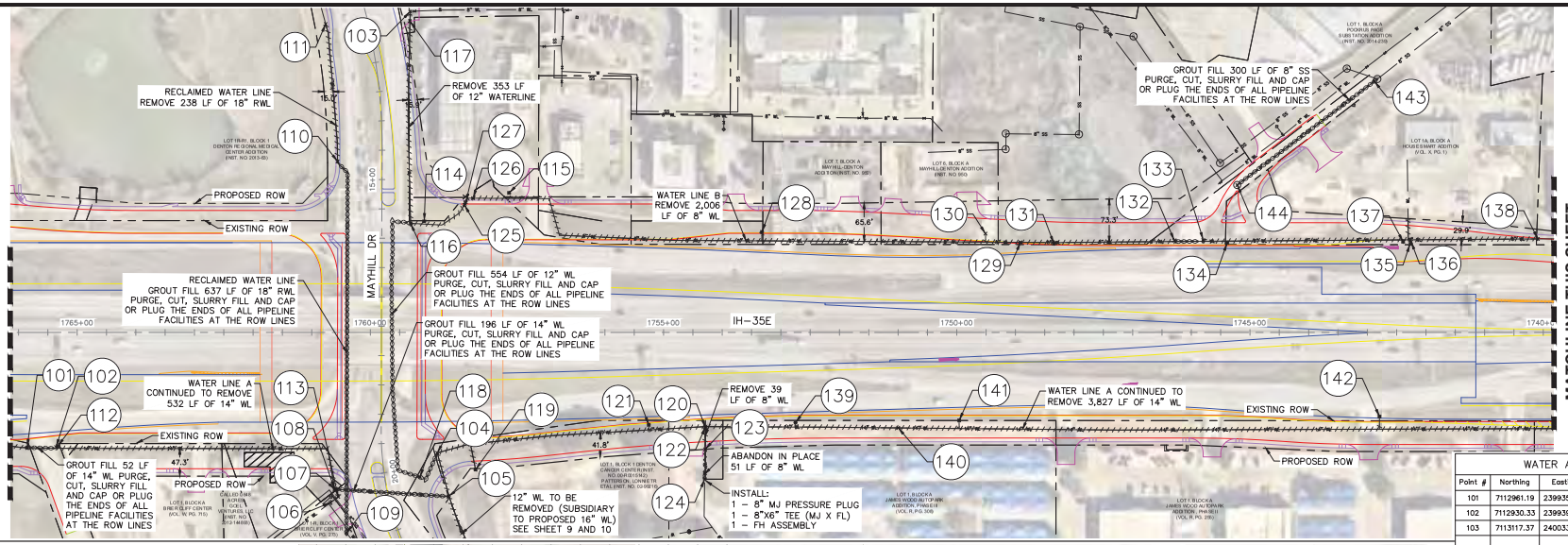
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

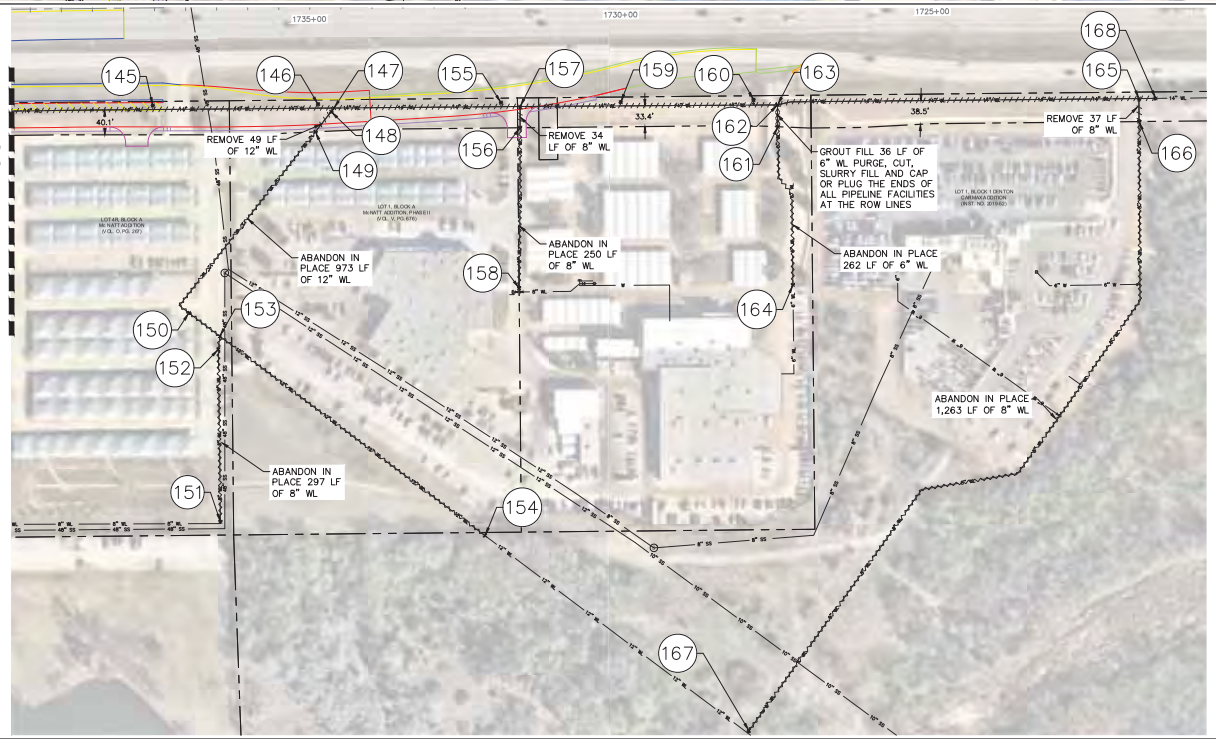
PROPOSED UTILITY ABANDONMENT
(SHEET 1 OF 2)

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

SHEET
4

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SEWER ABANDONMENT			
Point #	Northing	Easting	Description
143	7111977.96	2401524.13	BEGIN 8" SS ABANDONMENT BY GROUT FILL
144	7111990.59	2401231.18	REMOVE SS MH AND END 8" SS ABANDONMENT BY GROUT FILL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
145	7111186.87	2401562.33	REMOVE FH AND 6" VALVE
146	7111016.90	2401766.93	REMOVE FH AND 6" VALVE
147	7110995.64	2401782.63	BEGIN 12" WL REMOVAL
148	7110994.12	2401775.30	REMOVE 12" GATE VALVE
149	7110985.71	2401734.96	END 12" WL REMOVAL AND BEGIN 12" ABANDON IN PLACE
150	7110894.29	2401391.36	REMOVE 12" GATE VALVE
151	7110604.59	2401213.28	END 8" WL ABANDON IN PLACE
152	7110818.81	2401389.75	REMOVE 8" GATE VALVE
153	7110833.59	2401405.20	BEGIN 8" WL ABANDON IN PLACE
154	7110312.64	2401524.50	END 8" WL ABANDON IN PLACE W/ ABANDONMENT PLUG
155	7110828.85	2401993.59	REMOVE FH AND 6" VALVE
156	7110778.14	2401991.10	END 8" WL REMOVAL AND BEGIN 8" ABANDON IN PLACE
157	7110804.17	2402013.08	BEGIN 8" WL REMOVAL AND REMOVE 8" GATE VALVE
158	7110582.18	2401823.42	END 8" WL ABANDON IN PLACE AND INSTALL 8" PRESSURE PLUG
159	7110705.03	2402141.35	REMOVE FH AND 6" VALVE
160	7110570.29	2402307.32	REMOVE FH AND 6" VALVE
161	7110511.71	2402309.15	END 6"WL ABANDONMENT BY GROUT FILL AND BEGIN 6" ABANDON IN PLACE
162	7110539.11	2402331.42	BEGIN 6" WL ABANDONMENT BY GROUT FILL
163	7110538.97	2402331.67	REMOVE 6" GATE VALVE
164	7110301.61	2402163.48	END 6" WL ABANDON IN
165	7110171.60	2402782.65	BEGIN 8" WL REMOVAL AND REMOVE 8" GATE VALVE
166	7110143.07	2402758.81	END 8" WL REMOVAL AND BEGIN 8" ABANDON IN PLACE
167	7109798.76	2401646.45	END 8" WL ABANDON IN PLACE AND INSTALL RESTRAINED PLUG ON 8" GATE VALVE
168	7110154.40	2402803.26	END 14" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
101	7112961.19	2399355.98	BEGIN 12" WL REMOVAL
102	7112930.33	2399394.65	BEGIN 12" WL REMOVAL
103	7113117.37	2400332.85	END 12" WL REMOVAL
104	7112508.41	2399889.09	END 8" WL ABANDONMENT BY GROUT FILL AND BEGIN 12" WL REMOVAL
105	7112439.31	2399856.31	END 14" WL REMOVAL AND REMOVE 12" GATE VALVE
106	7112559.13	2399694.89	END 8" WL REMOVAL
107	7112571.41	2399715.75	REMOVE 12" GATE VALVE
108	7112572.25	2399714.85	BEGIN 8" WL REMOVAL
109	7112501.88	2399682.89	BEGIN 18" RWL ABANDONMENT BY GROUT FILL
110	7112999.52	2400074.76	END 18" RWL ABANDONMENT BY GROUT FILL AND BEGIN 18" REMOVAL AND REMOVE 18" GATE VALVE
111	7113192.84	2400208.40	END 18" RWL REMOVAL
112	7112929.80	2399398.04	REMOVE FH AND 6" VALVE
113	7112558.31	2399711.29	REMOVE 8" GATE VALVE
114	7112826.63	2400123.46	REMOVE FH AND 6" VALVE
115	7112771.77	2400265.89	REMOVE FH AND 6" VALVE
116	7112838.78	2400103.39	BEGIN 8" WL ABANDONMENT BY GROUT FILL
117	7113105.18	2400322.34	REMOVE 12" GATE VALVE
118	7112495.35	2399839.98	REMOVE 12" GATE VALVE
119	7112444.93	2399921.42	REMOVE FH AND 6" VALVE
120	7112249.82	2400268.95	REMOVE 8" GATE VALVE
121	7112315.23	2400197.51	REMOVE FH AND 6" VALVE
122	7112251.35	2400270.23	BEGIN 8" WL REMOVAL
123	7112221.96	2400245.10	END 8" WL REMOVAL AND BEGIN 8" ABANDON IN PLACE
124	7112183.04	2400211.93	END 8" WL REMOVAL
125	7112804.49	2400194.07	REMOVE 8" GATE VALVE
126	7112803.93	2400212.90	REMOVE 8" GATE VALVE
127	7112806.66	2400199.00	REMOVE 8" GATE VALVE
128	7112445.64	2400555.84	REMOVE FH AND 6" VALVE
129	7112151.04	2400884.28	REMOVE 8" GATE VALVE
130	7112200.56	2400847.61	REMOVE WATER METER
131	7112113.03	2400926.66	REMOVE FH AND 6" VALVE
132	7111986.45	2401088.28	BEGIN 12" WL REMOVAL
133	7111955.44	2401126.85	BEGIN 12" WL REMOVAL
134	7111925.67	2401155.25	REMOVE FH AND 6" VALVE
135	7111725.53	2401394.36	REMOVE WATER METER
136	7111727.31	2401398.16	REMOVE WATER METER
137	7111735.78	2401387.57	REMOVE FH AND 6" VALVE
138	7111593.20	2401567.80	END 8" WL REMOVAL
139	7112158.69	2400392.57	REMOVE FH AND 6" VALVE
140	7112040.32	2400522.10	REMOVE 14" GATE VALVE
141	7111983.75	2400610.23	REMOVE FH AND 6" VALVE
142	7111532.03	2401166.72	REMOVE FH AND 6" VALVE

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1700 Pacific Ave., Suite 2600 Dallas, TX 75201
601 Cherry St., Suite 1000 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER PHILLIPS
103741
LICENSED PROFESSIONAL ENGINEER

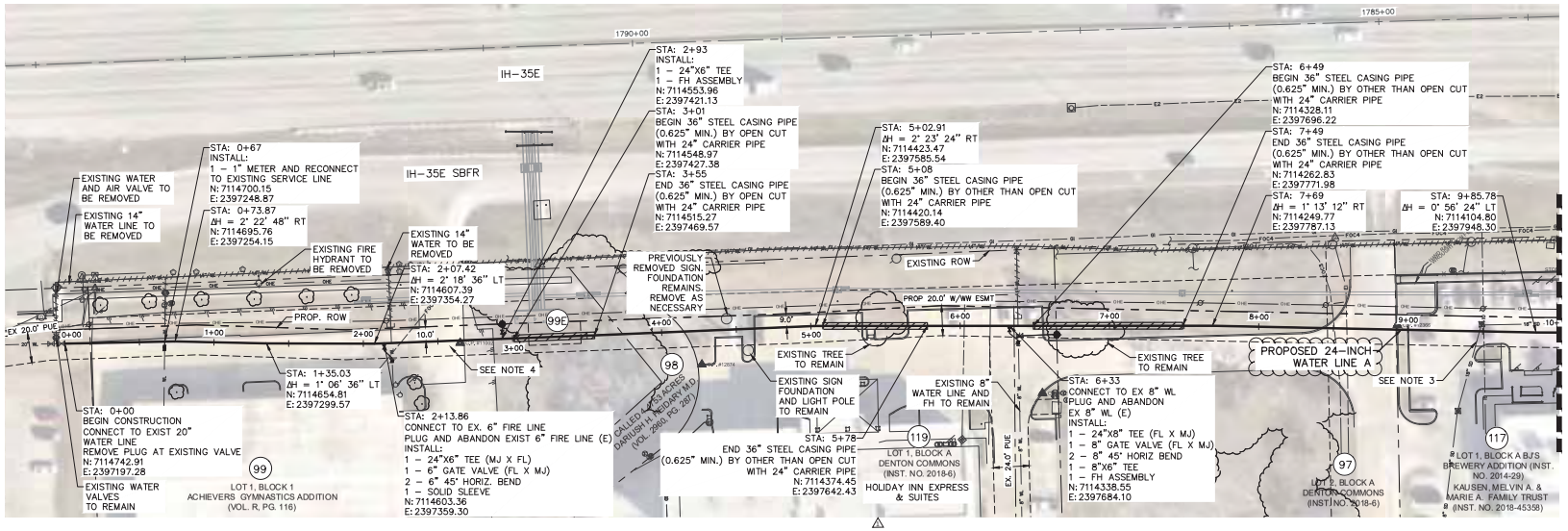
CITY OF DENTON
IH-35E MAYHILL UTILITY RELOCATIONS

PROPOSED UTILITY ABANDONMENT (SHEET 2 OF 2)

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

SHEET
5

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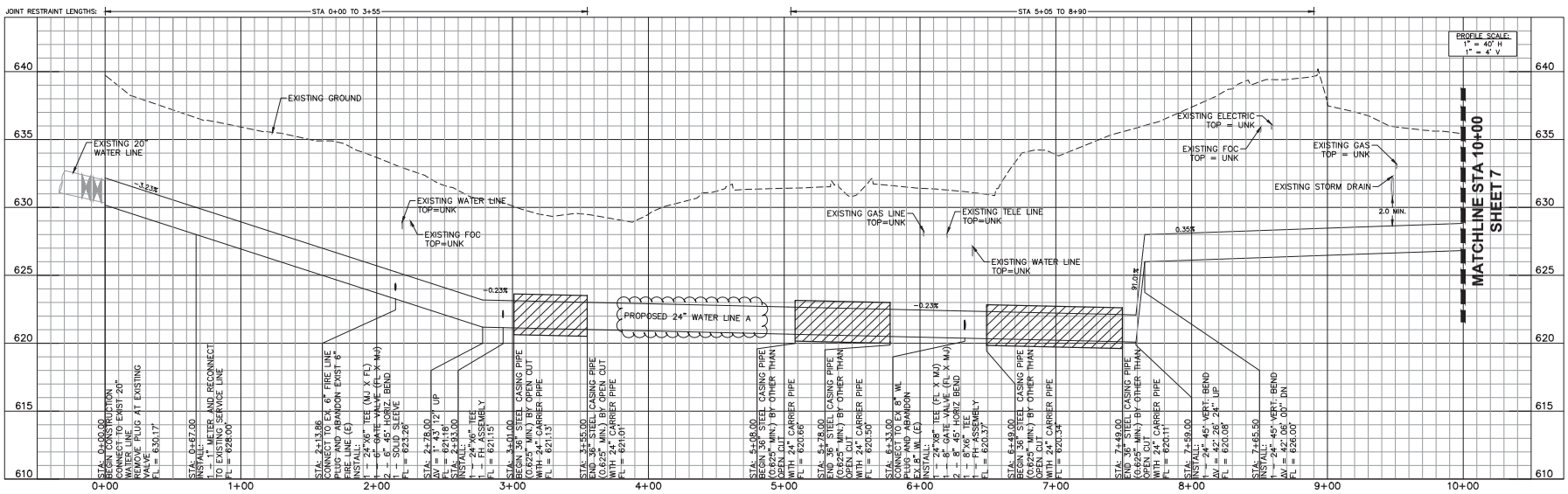


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. REPAIR AND REPLACE ANY DAMAGED PRIVATE STORM DRAIN LATERALS AND INLETS.
4. CONTRACTOR TO COORDINATE WITH ACHIEVERS GYMNASTICS ON TIMING OF EXCAVATION AND SURFACE REPAIR. PROVIDE STEEL TRENCH PLATES AS NECESSARY OR PROVIDE TEMPORARY DRIVEWAY FOR ACCESS TO PROPERTY.

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



No.	Revision	By	Date
1	PER RECHANGE TO PROJECT BID MATERIAL	CPI	10/12/2022

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1700 Pacific Ave., Suite 2600 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

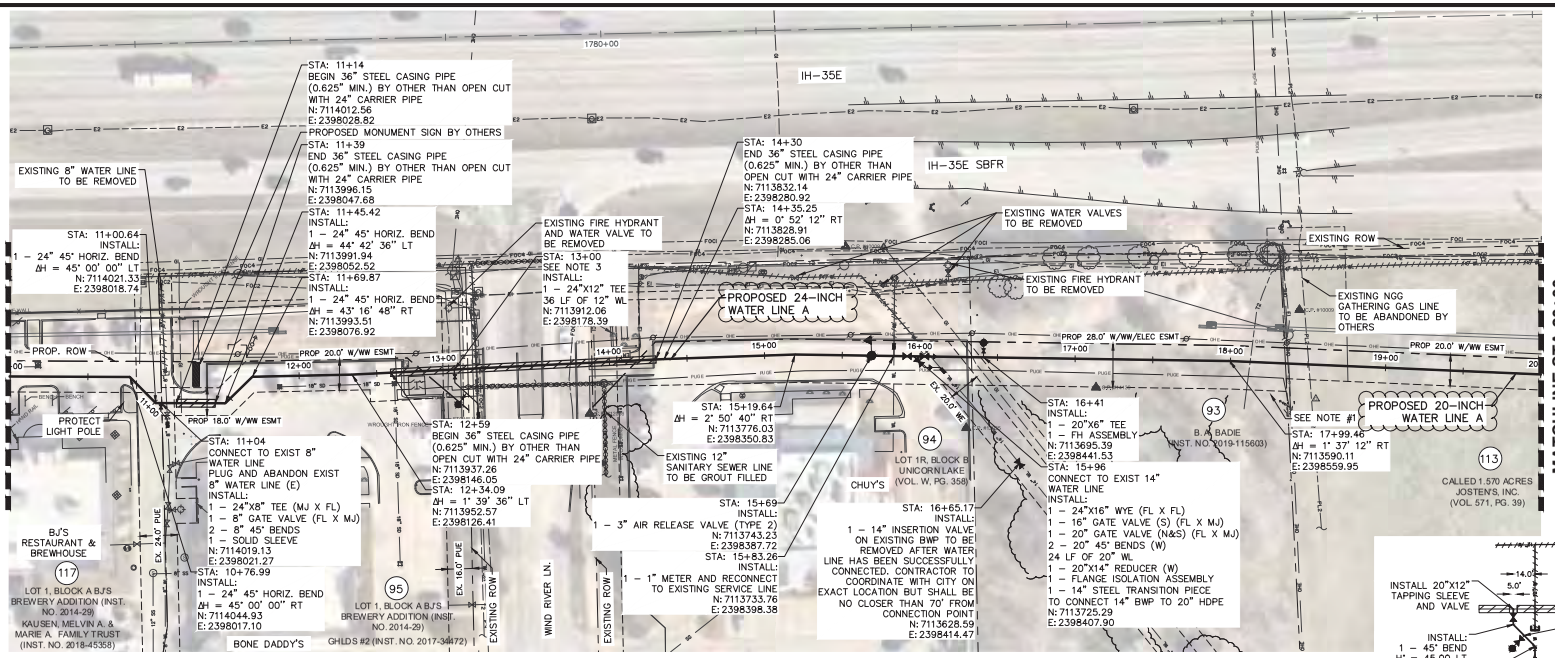
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

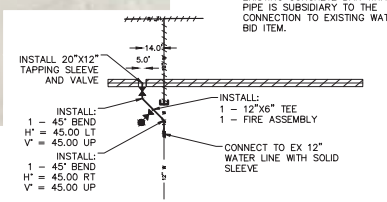
SHEET
6

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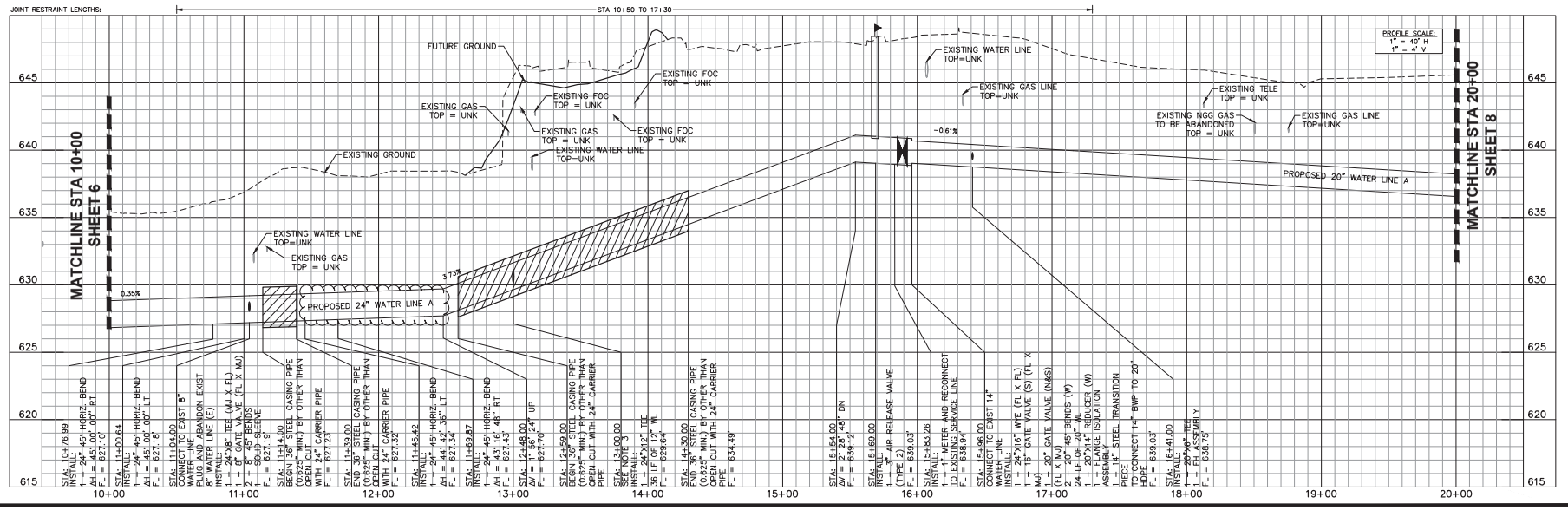


SHEET NOTES:

1. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING ACROSS PARCEL 93 AND COORDINATE WITH PROPERTY OWNER'S NEEDS. WORK IS SUBSIDIARY TO PIPE INSTALLATION.
2. FOR PARCELS 93 AND 94, SITE FENCING SHALL BE STAGED SUCH THAT ADJACENT PROPERTIES REMAIN FENCED AT ALL TIMES. TEMPORARY FENCING WILL BE REQUIRED TO BE INSTALLED ALONG TEMPORARY CONSTRUCTION EASEMENT AND MUST BE MAINTAINED.
3. SEE DETAIL BELOW. AFTER COMPLETION OF BORE AND INSTALLATION OF CARRIER PIPE EXPOSE 36" CASING AND CUT OUT 5 LF.
4. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
5. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM. LOCATE EXISTING 14" PRIOR TO CONNECTION. PROPOSED INSERTION VALVE ON EXISTING CONCRETE BAR WRAPPED PIPE IS SUBSIDIARY TO THE CONNECTION TO EXISTING WATER LINE BID ITEM.



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



No.	Revision	By	Date
1	SCHEMATIC DESCRIPTION AND ALIGNMENT UPDATES	CPI	08/31/2022
2	90% SUBMITTAL	CPI	10/12/2022
3	90% SUBMITTAL RESPONSE TO PROJECT REVIEW COMMENTS		

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601 Cherry St., Suite 1500 Ft. Worth, TX 76102

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
LICENSED PROFESSIONAL ENGINEER

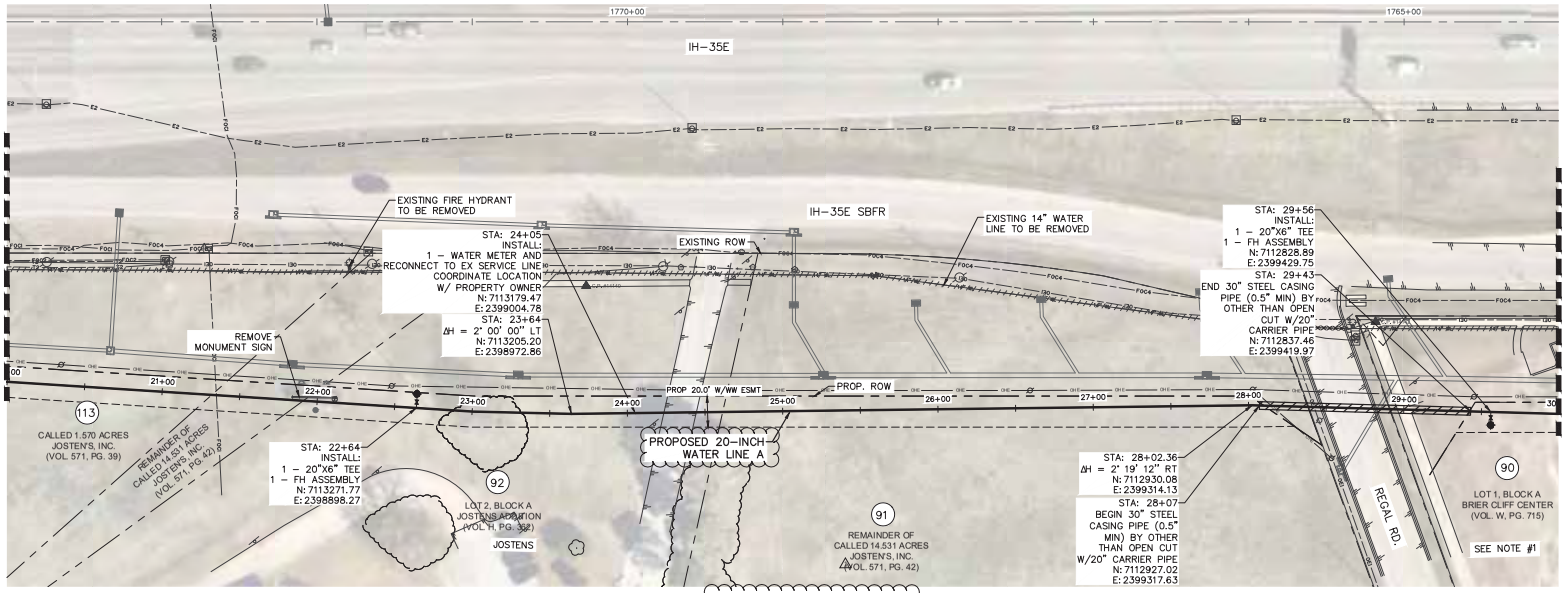
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039
SCALE:

SHEET
7

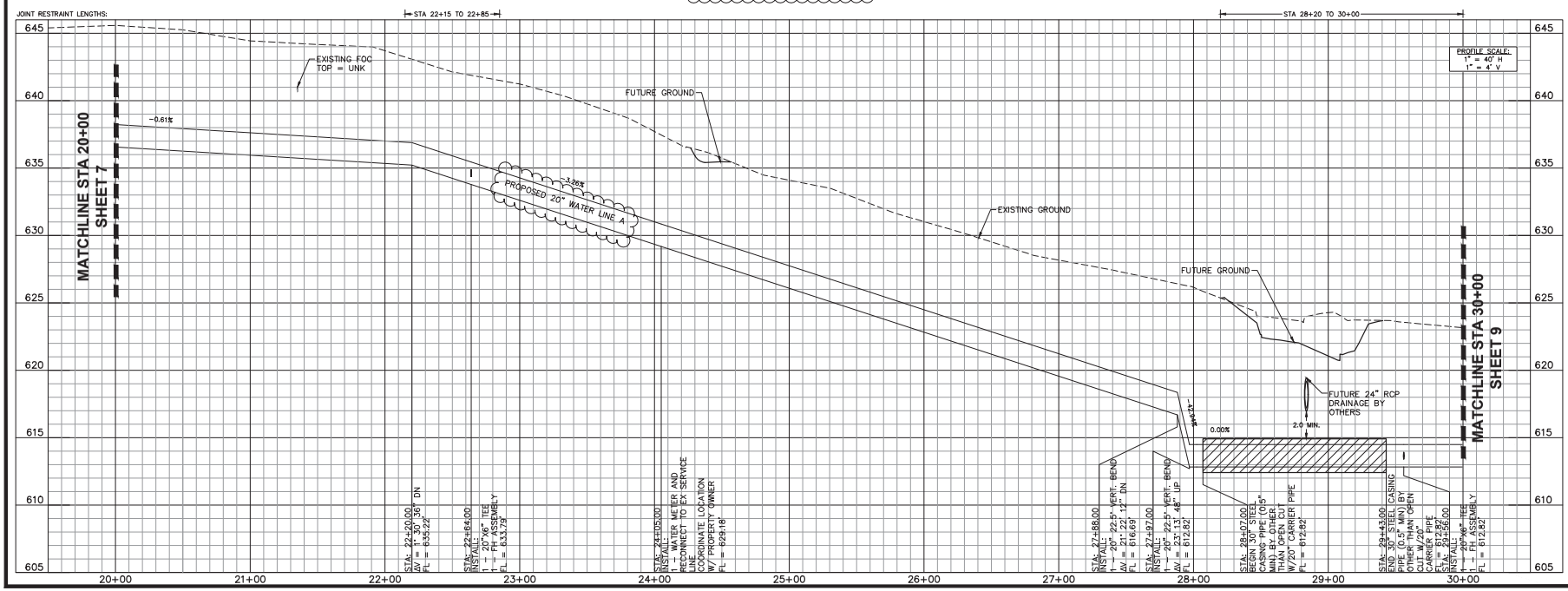
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SHEET NOTES:

1. STRUCTURE PREVIOUSLY REMOVED BY TxDOT PRIOR TO CONSTRUCTION.
2. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING POWER POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

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



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No.	Revision	By	Date
1	PER RECHANGE TO PROJECT RESTRICTIONS	CPI	10/3/2022

10/12/2022

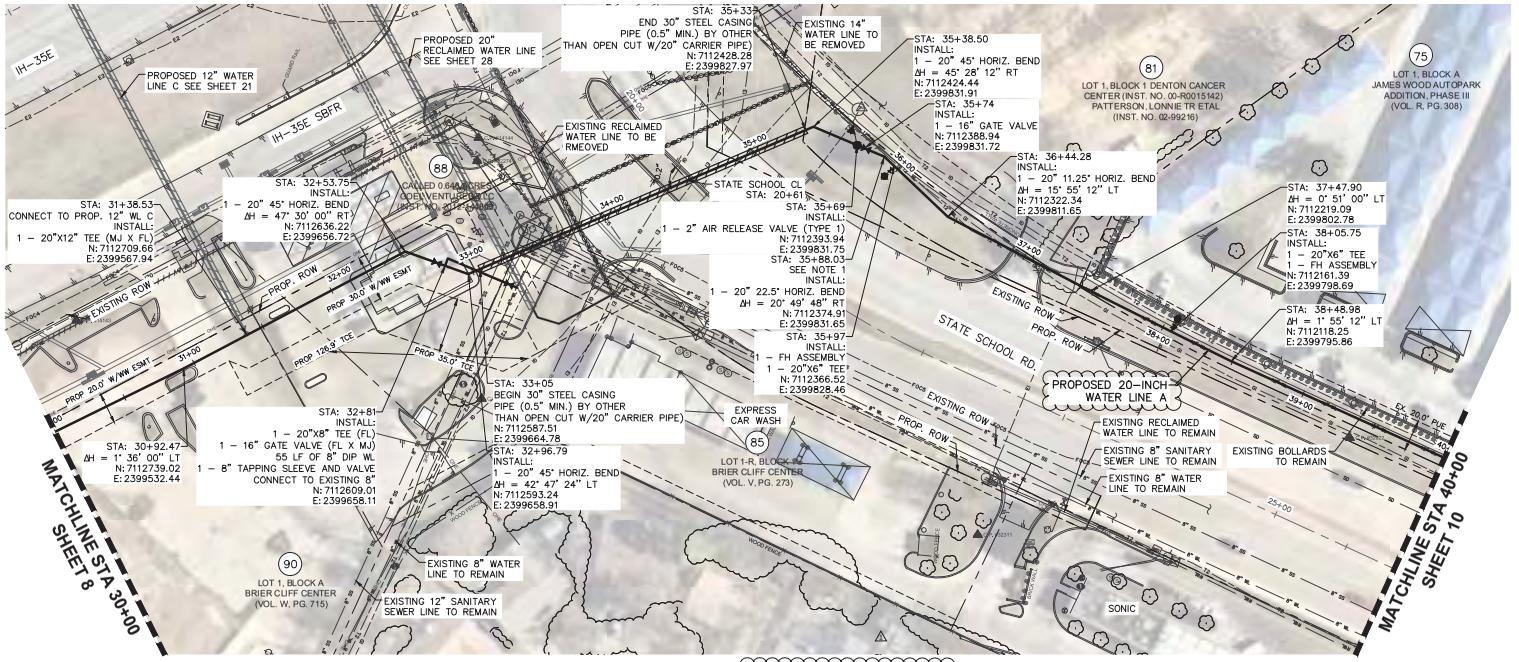
CITY OF DENTON
IH-35E MAYHILL UTILITY RELOCATIONS

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

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
8

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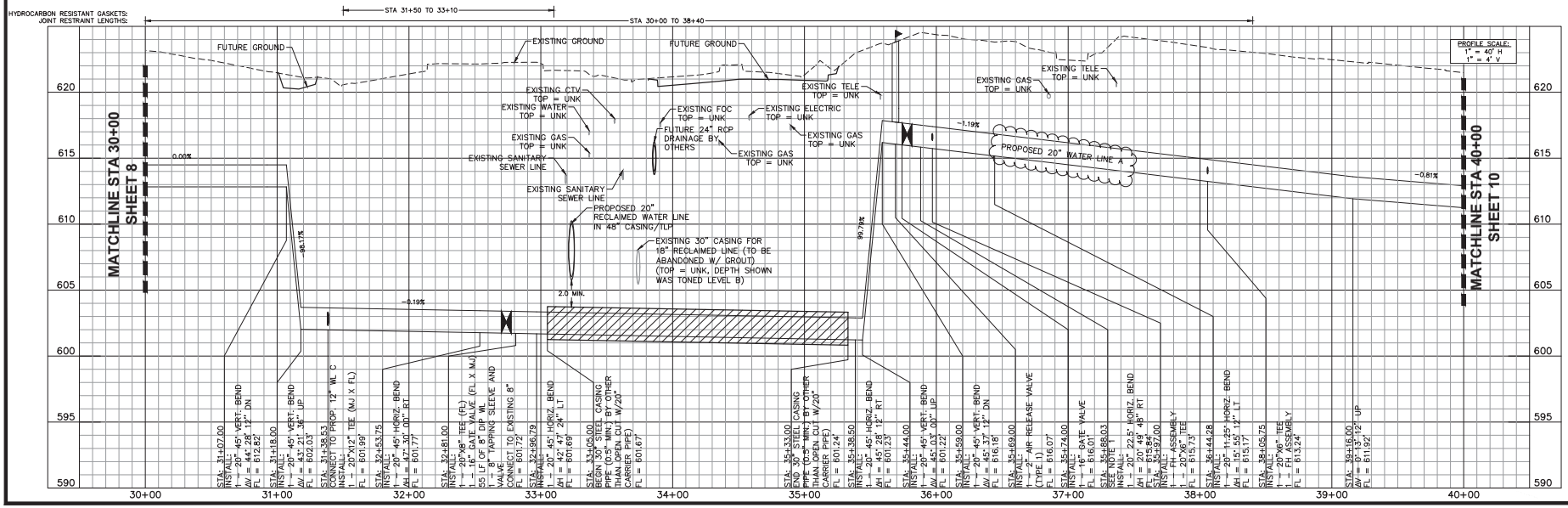


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING 12" WATER LINE WITH 20" WATER LINE FROM STA 36+00 TO 47+00. PRIOR TO INSTALLING THIS SECTION OF LINE, CONTRACTOR REQUIRED TO GIVE 2 WEEKS NOTICE TO CITY WATER DEPT. REMOVAL OF 12" WATER LINE IS SUBSIDIARY TO THE INSTALLATION OF THE 20" WATER LINE. REPLACE LANDSCAPE AND PLANTINGS TO EXISTING CONDITIONS.
2. INSTALL HYDROCARBON RESISTANT GASKETS FROM STA 31+50 TO 33+05 INCLUDING THE 8–INCH WATER LINE.
3. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING POWER AND LIGHT POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.
4. PARCEL 88 BUILDING IS PLANNED TO BE DEMOLISHED BY OTHERS.

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



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12700 Park Central Dr., Suite 1900 Dallas, TX 75251
801 Cherry St., Suite 2300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	ADD RECLAIMED WATER LINE	CPI	10/21/2022

10/21/2022
CHRISTOPHER P. IRWIN
103570
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

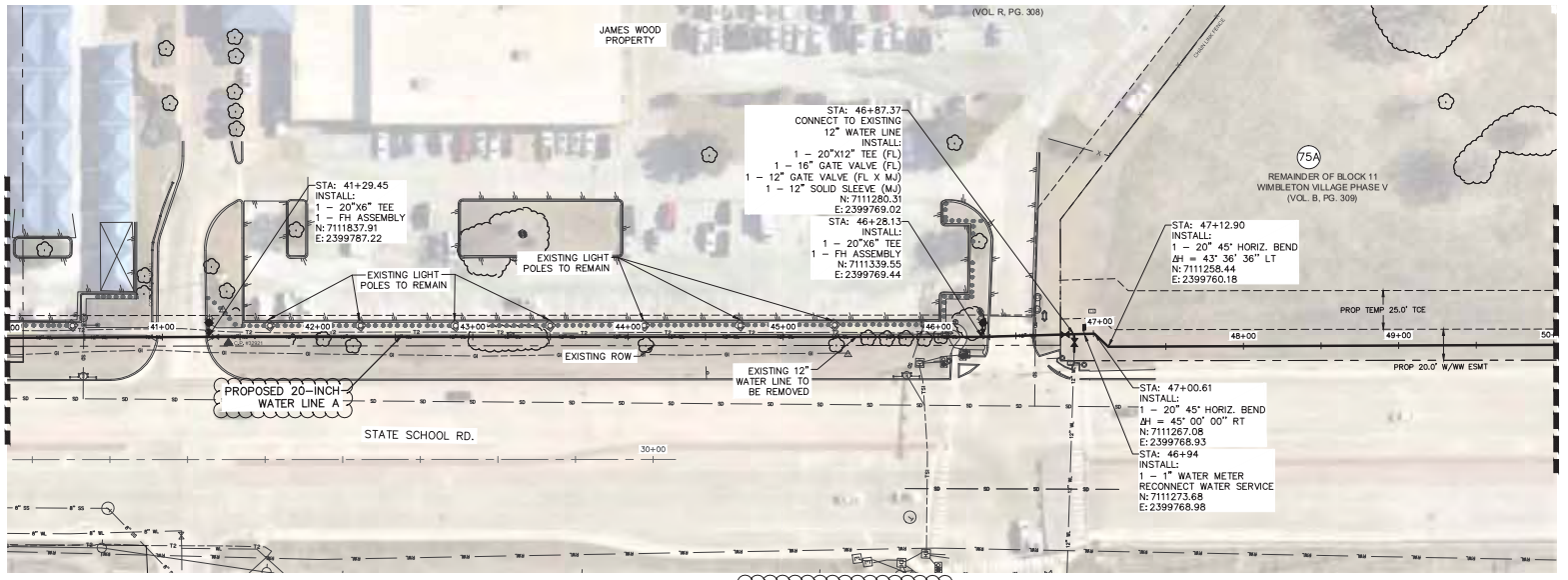
CITY OF DENTON

IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

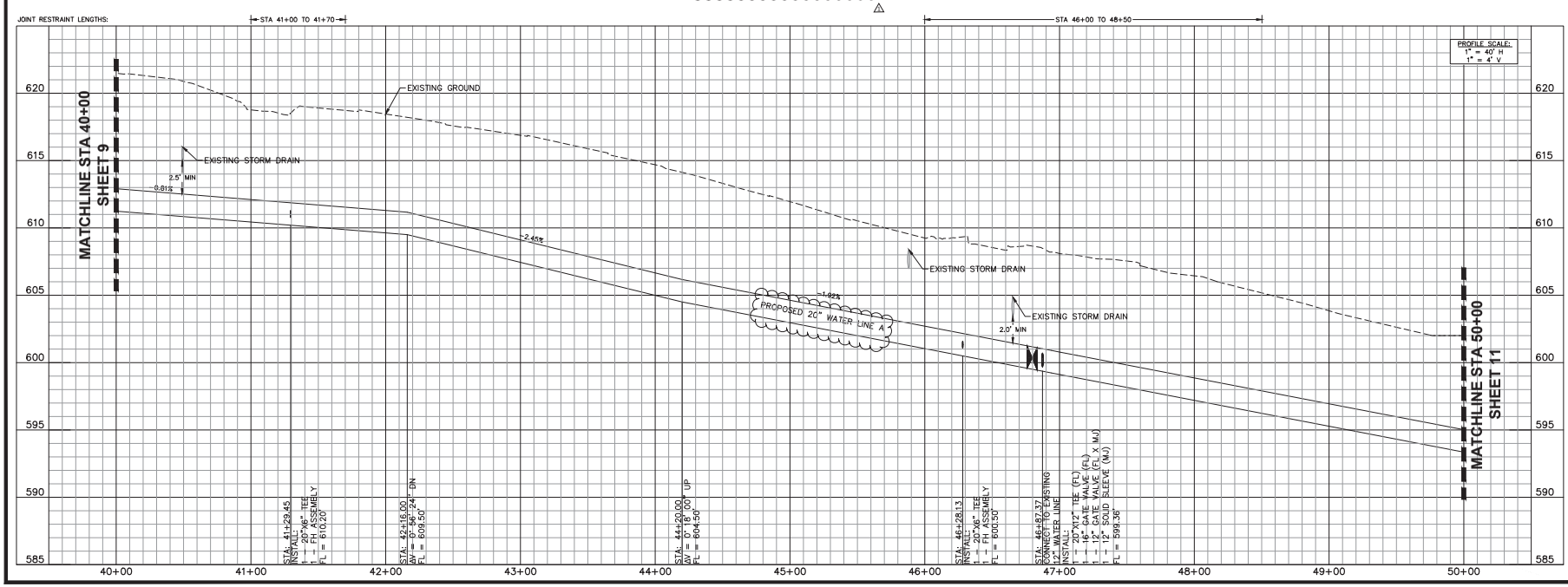
SHEET
9



SHEET NOTES:

1. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING 12" WATER LINE WITH 20" WATER LINE FROM STA 36+00 TO 47+00. REMOVAL OF 12" WATER LINE IS SUBSIDIARY TO THE INSTALLATION OF THE 20" WATER LINE LINE.
2. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING LIGHT AND POWER POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

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



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No.	Revision	By	Date
1	PER RECHARGE TO PROJECT RESTRICTIONS	CPI	10/21/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

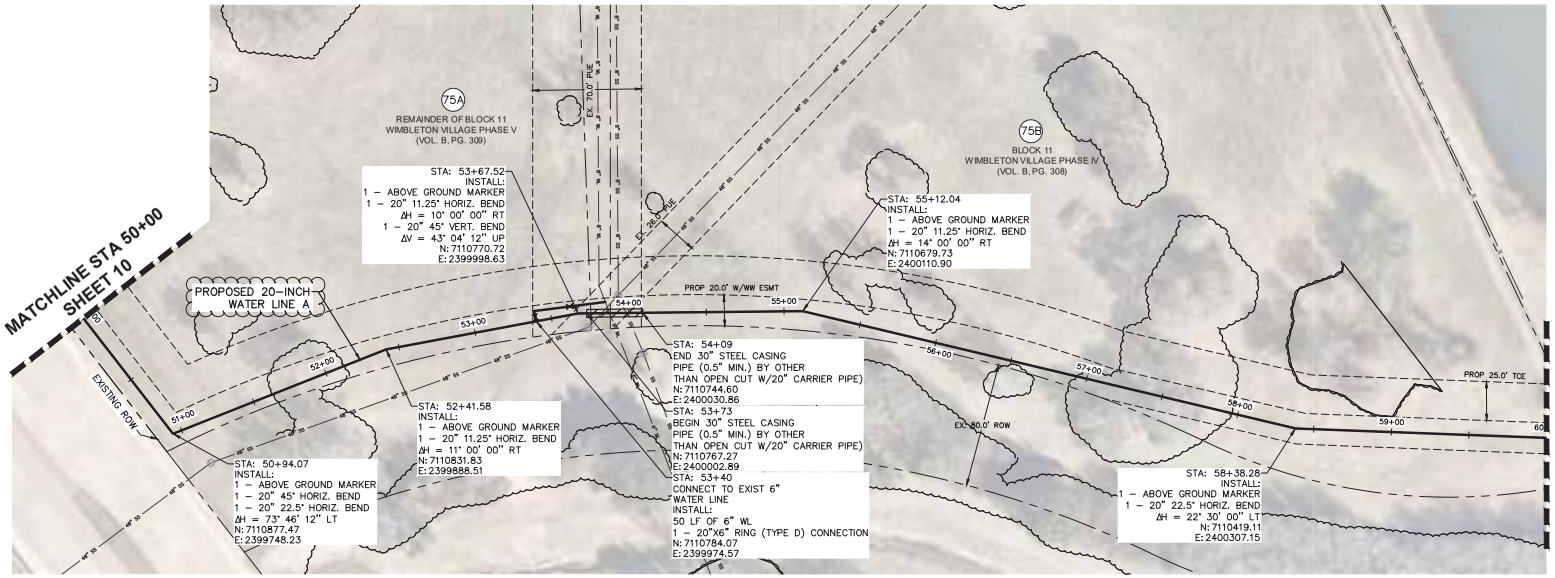
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
10

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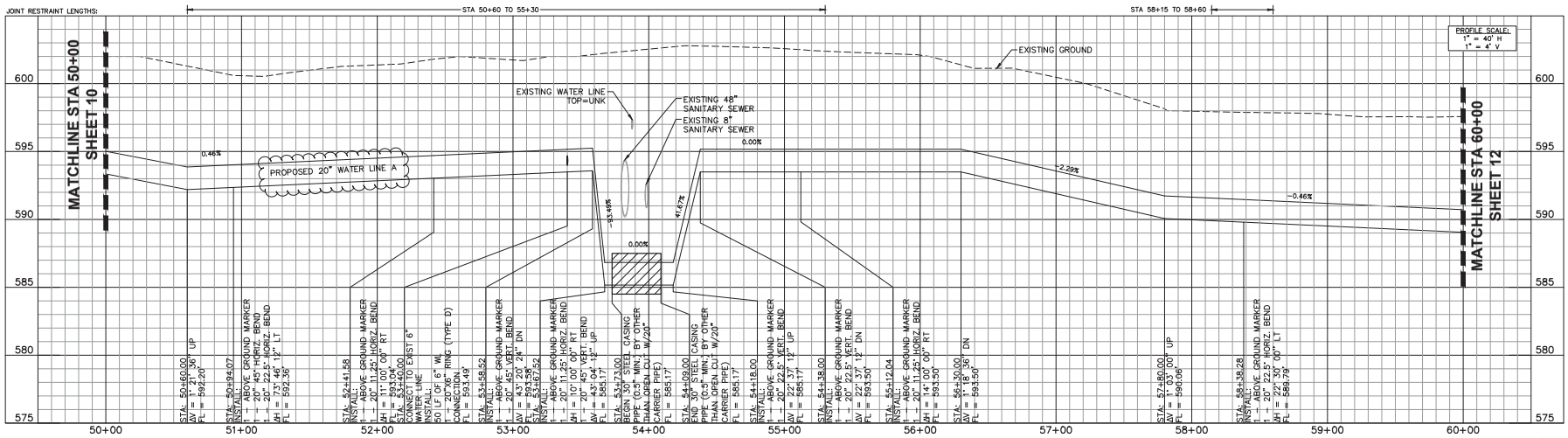


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL LOCATE EXISTING 8-INCH WATER LINE PRIOR TO SETTING TEE AT 54+14.

PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00



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

No.	Revision	By	Date
1	ADJUSTED FOR UPDATES	CPI	08/31/2022
2	PER CLIENT COMMENTS TO REFLECT RSR MATERIAL	CPI	09/23/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

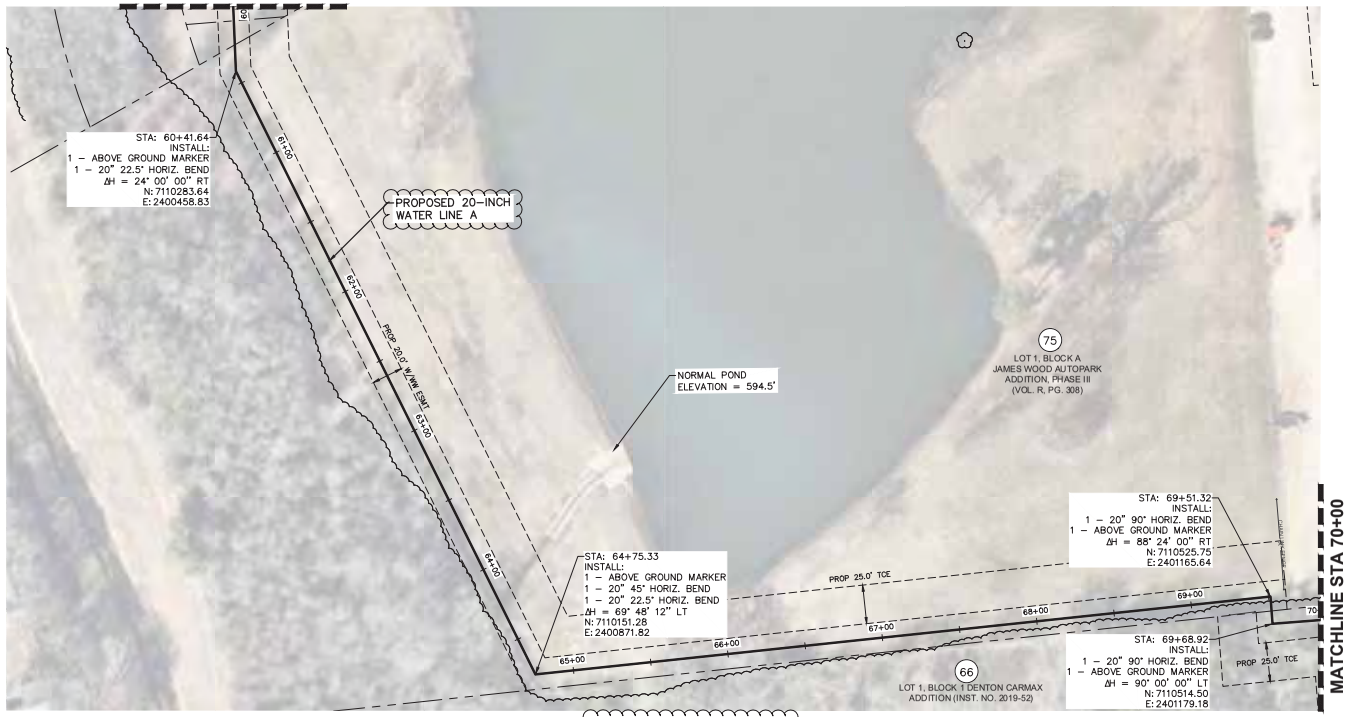
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

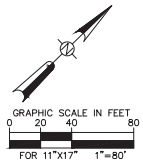
PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
11

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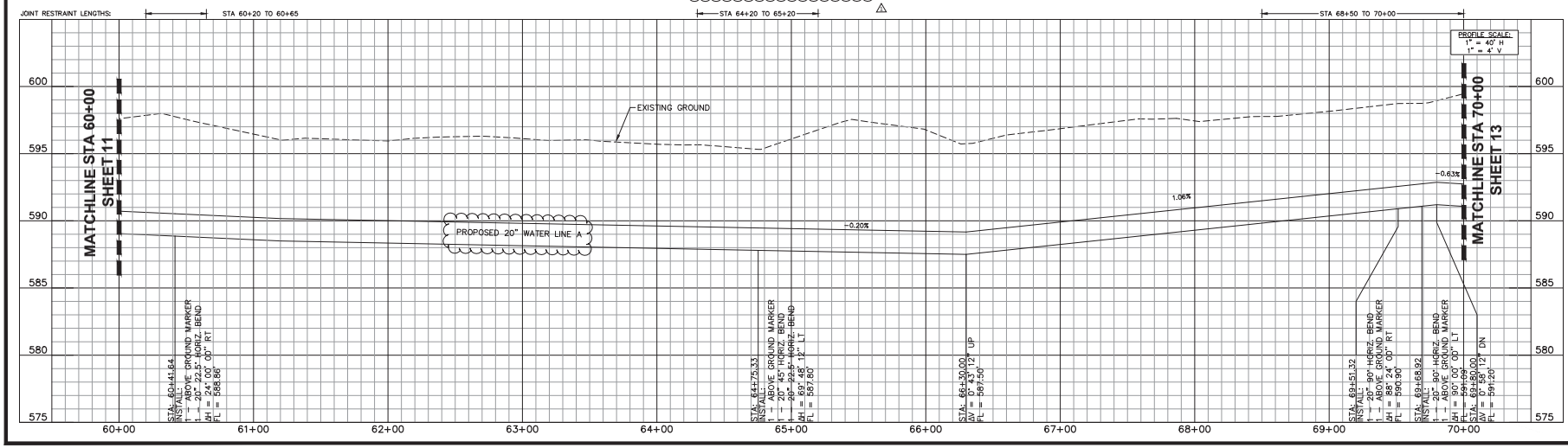




SHEET NOTES:

1. CONTRACTOR TO REPAIR CHAIN LINK FENCE TO EXISTING OR BETTER CONDITIONS.

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



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601 Cheery St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECEIVED CHANGE TO PROJECT BENCHMARK	CPI	10/31/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103745
LICENSED PROFESSIONAL ENGINEER

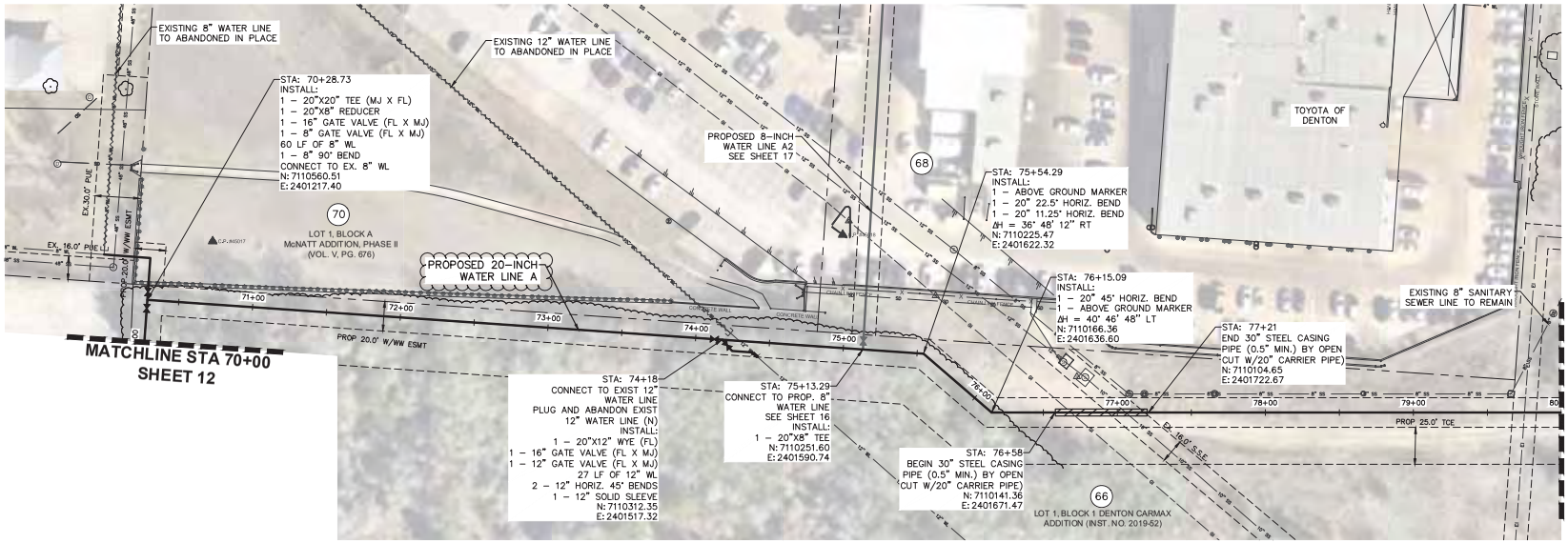
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
12

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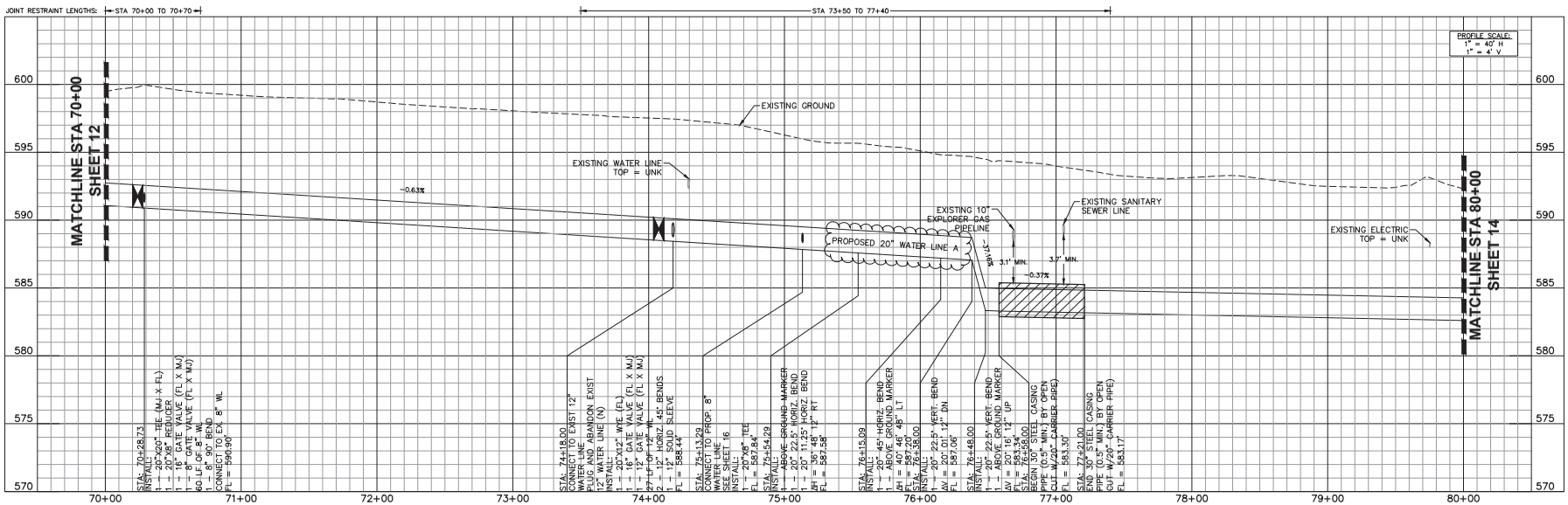


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL CONTACT EXPLORER PIPELINE (877–921–7473) PRIOR TO CROSSING GAS LINE.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM. LOCATE EXISTING 12" PRIOR TO CONNECTION.

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



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601 Cherry St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECEIVED CHANGE TO PROJECT RELOCATIONS	CPI	10/12/2022

10/12/2022
STATE OF TEXAM
CHRISTOPHER P. IRWIN
103736
LICENSED
PROFESSIONAL ENGINEER

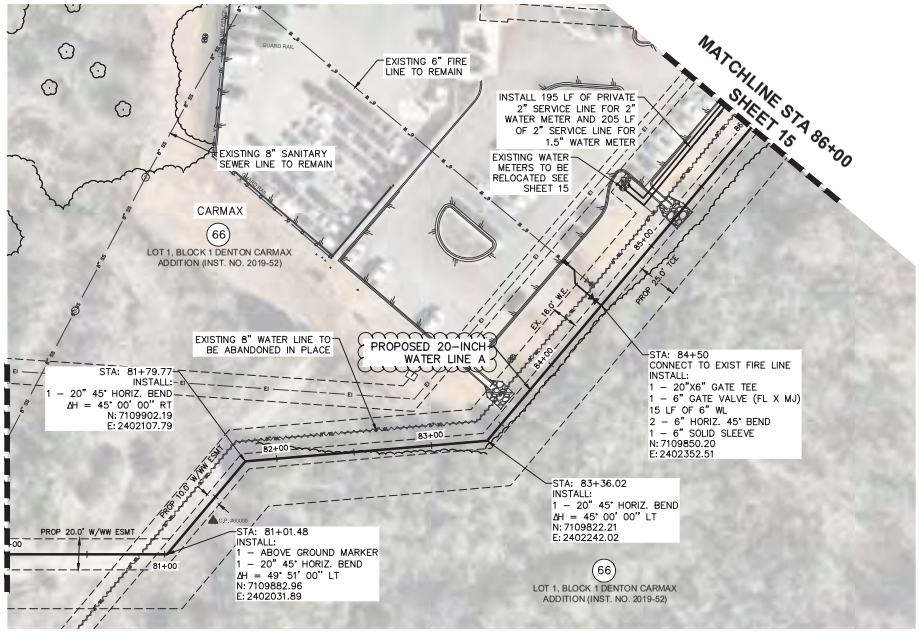
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

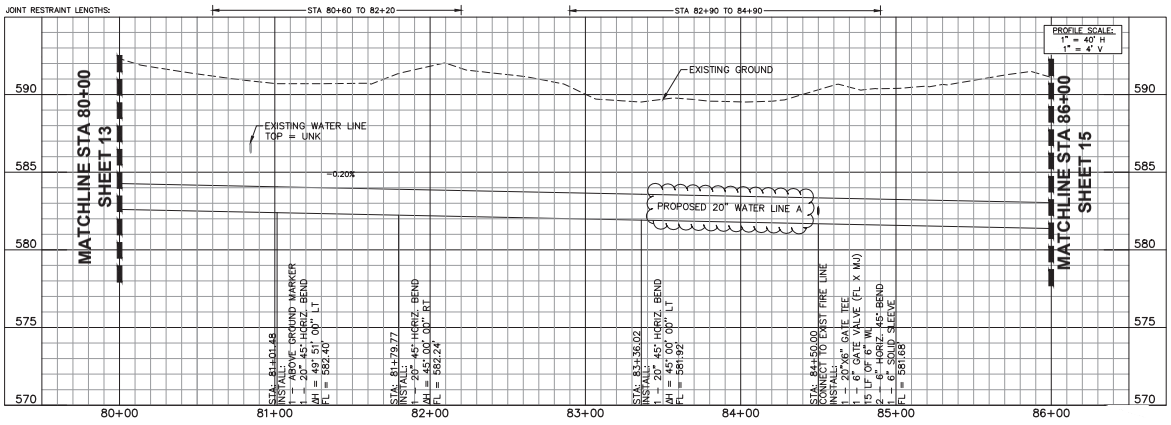
DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

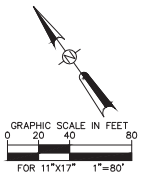
SHEET
13

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PROPOSED 20-INCH WATER LINE A STA 80+00 TO 86+00





SHEET NOTES:

1. ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.

Kimley»Horn
TBPE Firm No. 928 2600 Ft. Worth, TX 76102

No.	Revision	By	Date
1	ADDITIONAL UPDATES	CPI	08/31/2022
2	PER CITY COMMENTS	CPI	09/12/2022

10/12/2022
STATE OF TEXAM
CHRISTOPHER P. IRWIN
103749
LICENSED
PROFESSIONAL ENGINEER

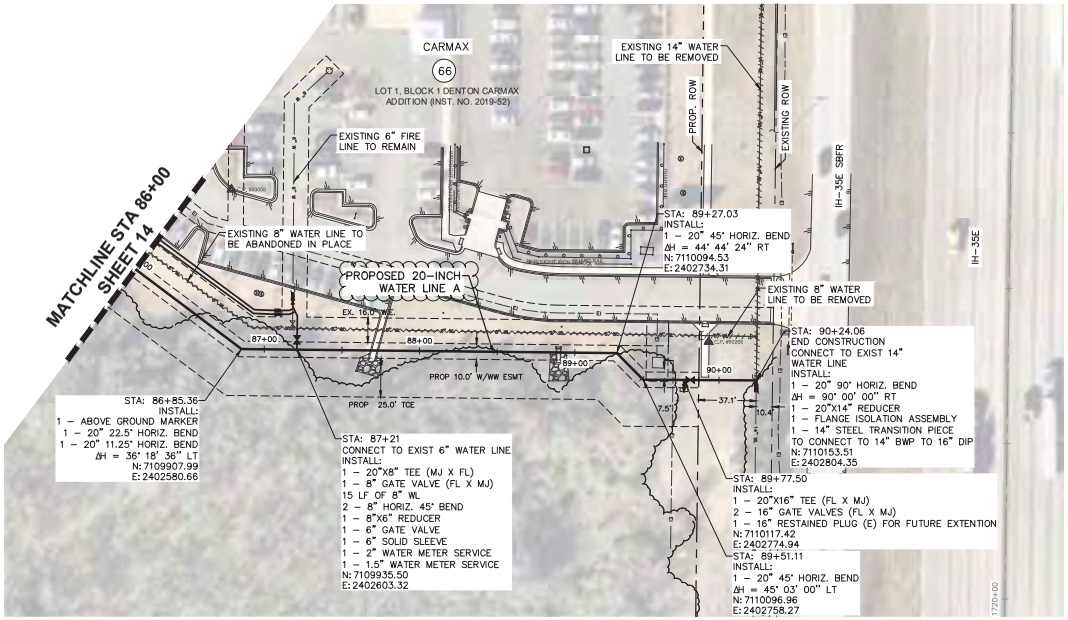
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 80+00 TO 86+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
14

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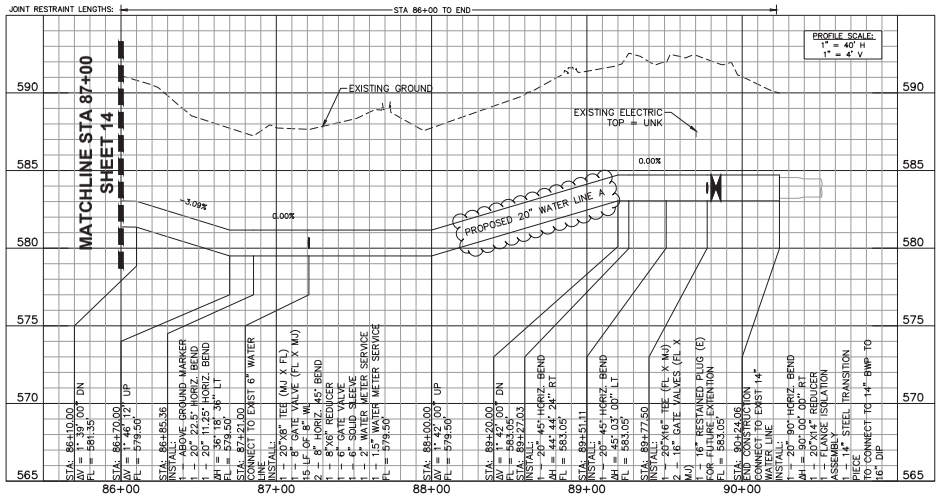


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN. THERE ARE 3 ISOLATION VALVES APPROXIMATELY 640 FEET EAST AND 3 MORE APPROXIMATELY 1,700 FEET TO THE WEST.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM. LOCATE EXISTING 14" PRIOR TO CONNECTION.

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



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Kimley»Horn
1700 Pacific Ave., Suite 2000 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RESPONSE TO REQUEST FOR INFORMATION	CPI	10/12/2022

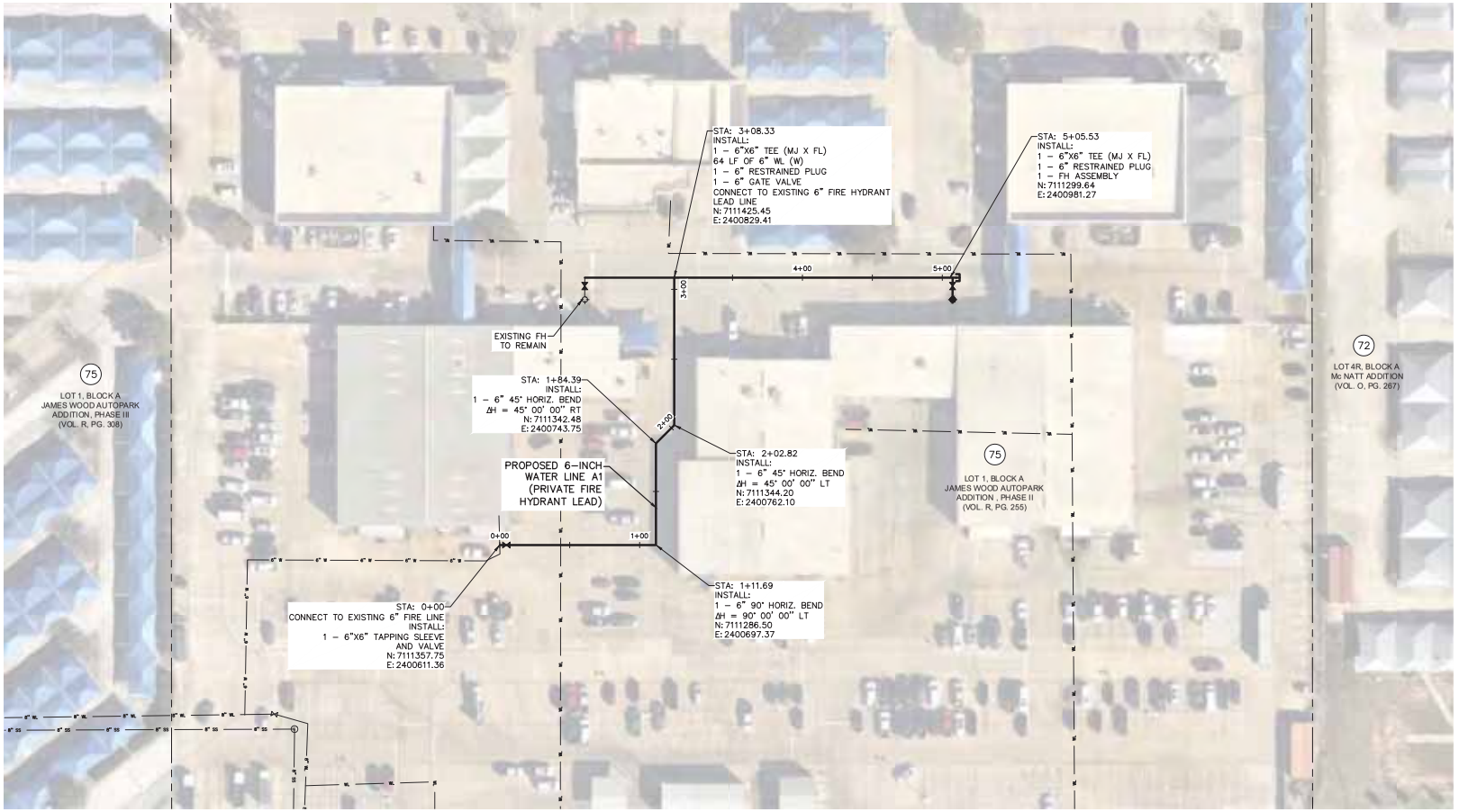
10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103736
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
15



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL ENSURE MINIMUM 2 FT CLEARANCE FOR ALL CROSSING UTILITIES.
2. COORDINATE ACCESS WITH PROPERTY OWNER PRIOR TO STARTING WORK. VERIFY LIMITS OF WORK WITH JEFF MARTINEZ (817–403–1900).

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022

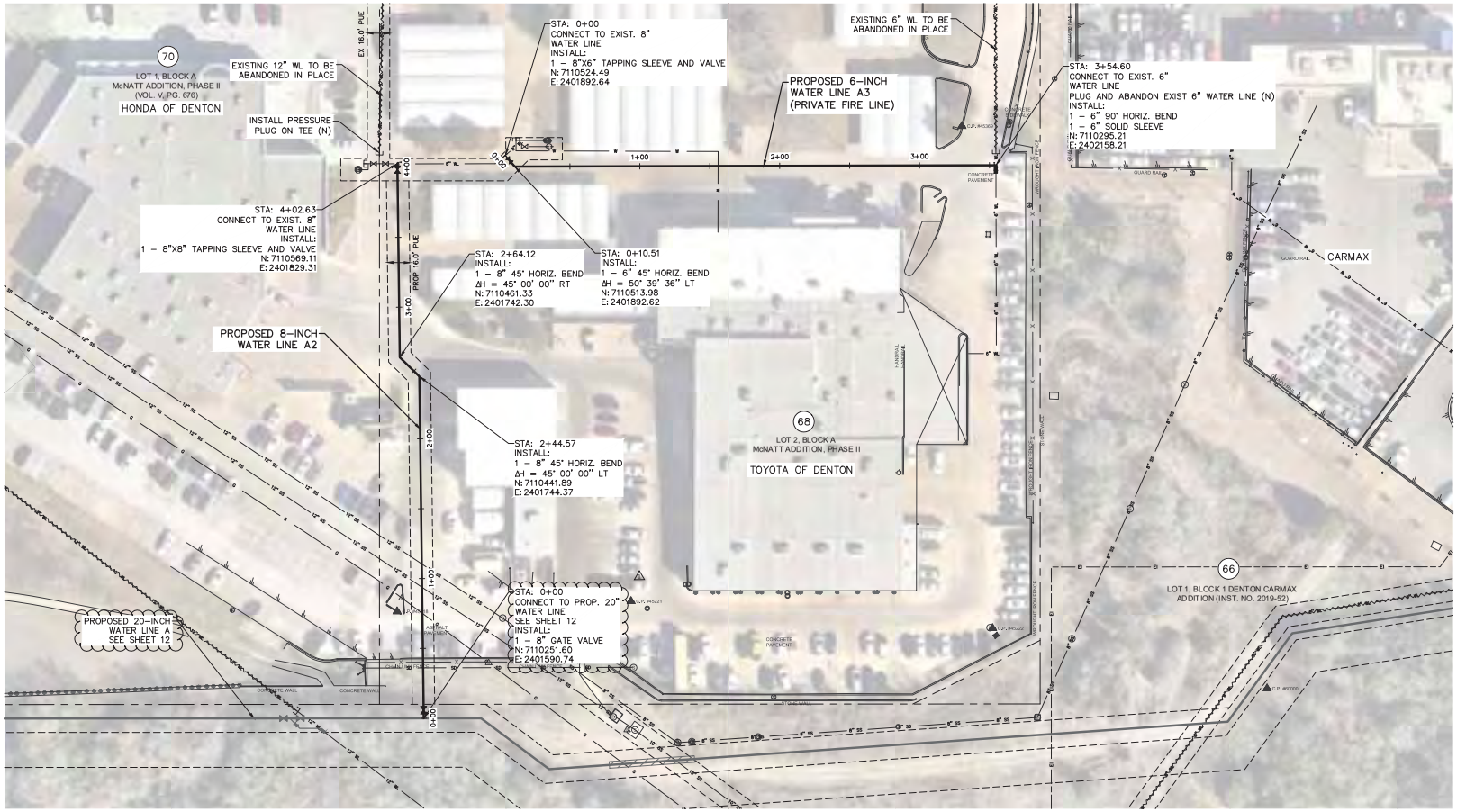
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 6-INCH WATER LINE A1

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

SHEET
16

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GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL ENSURE MINIMUM 2 FT CLEARANCE FOR ALL CROSSING UTILITIES.
2. CONTRACTOR SHALL CONTACT EXPLORER PIPELINE (877-921-7473) PRIOR TO CROSSING GAS LINE.
3. COORDINATE ACCESS WITH PROPERTY OWNER FOR FIRE LINE ACCESS.

Kimley»Horn
TBPE Firm No. 928 TBPLS Firm No. 10193973
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER DESIGN CHANGE TO ABOVE GROUND INSTALL	CPI	10/12/2022

10/12/2022
CHRISTOPHER P. IRWIN
103973
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

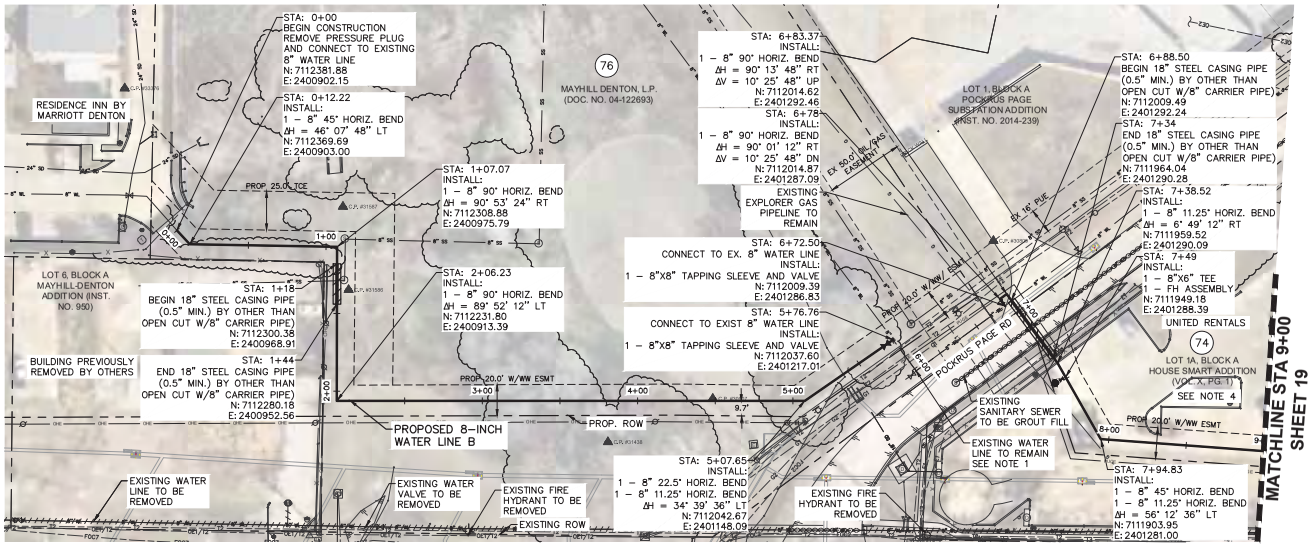
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 6 & 8-INCH WATER LINE
A2&3

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
17

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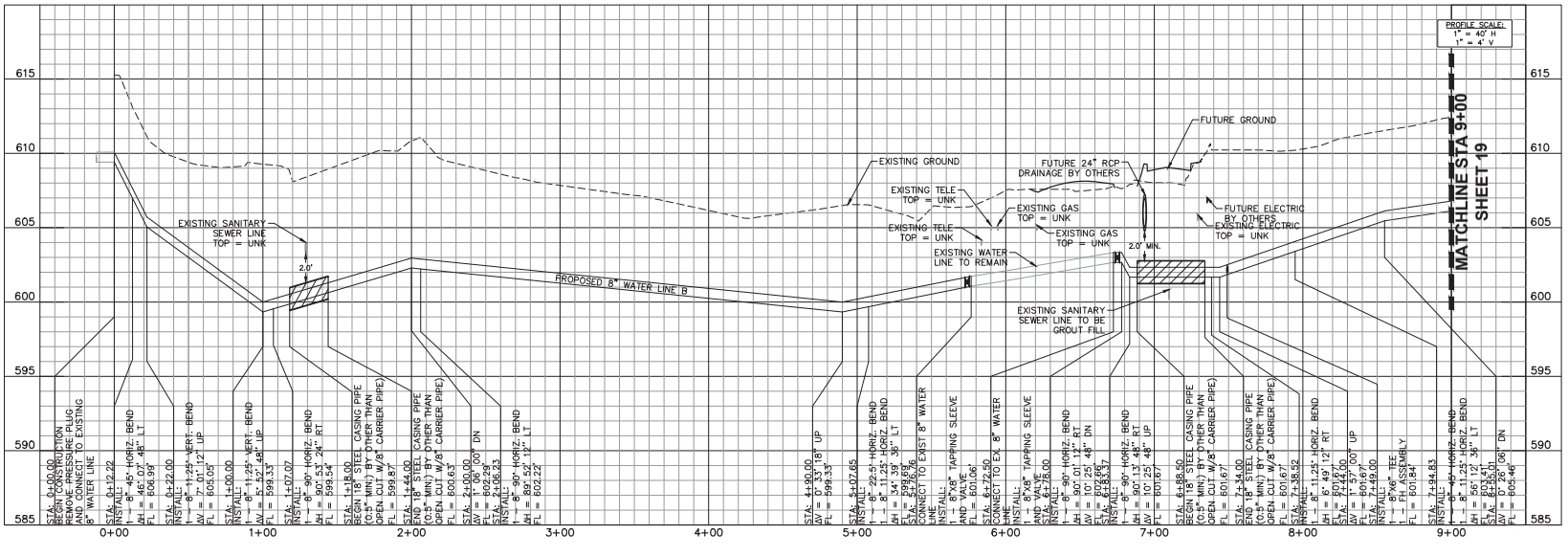


PROPOSED 8-INCH WATER LINE B STA 0+00 TO 9+00

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. EXISTING WATER LINE AND VALVE ARE TO REMAIN FROM STA 5+76 TO 6+78.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
4. VERIFY FENCING REQUIREMENTS WITH PROPERTY OWNER.



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TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

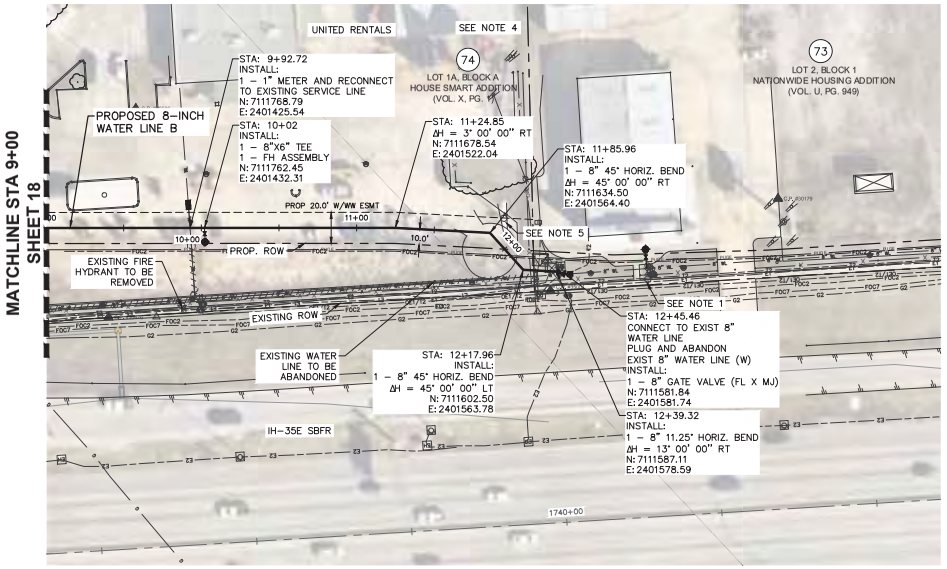
07/27/2022
JOSEPH A. KOZLOWSKI
103746
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

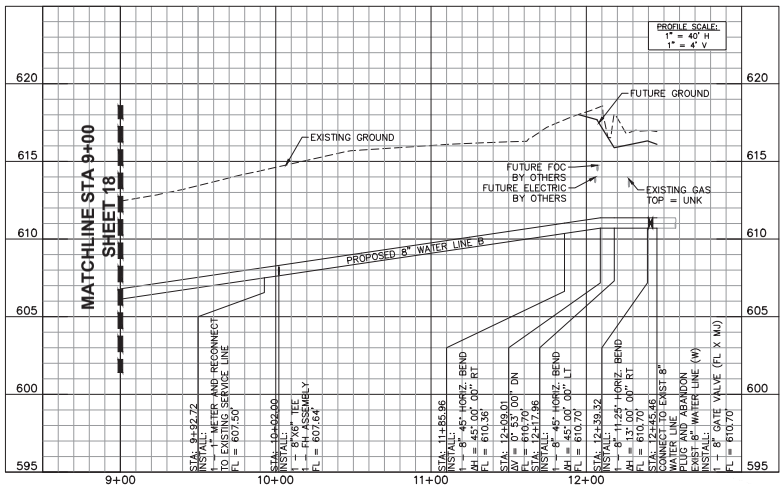
PROPOSED 8-INCH WATER LINE B
STA 0+00 TO 9+00

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

SHEET
18



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



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. EXISTING WATER LINE TO REMAIN. FIRE HYDRANT, VALVES AND METERS ARE TO BE SET AT ROW LINE. CONNECT BACK TO EX 3/4" SERVICE LINES. INSTALL (2) 3/4" WATER METERS. WATER LINE REMAINS IN TXDOT ROW FROM IH–35 CL STA 1740+00 AND REMAINS TO THE SOUTH.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
4. VERIFY FENCING REQUIREMENTS IF EXISTING FENCE IS REQUIRED TO BE REMOVED FOR CONSTRUCTION. IT SHALL BE REPLACED TO EXISTING CONDITIONS AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.
5. EXISTING SIGN TO REMAIN.

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

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

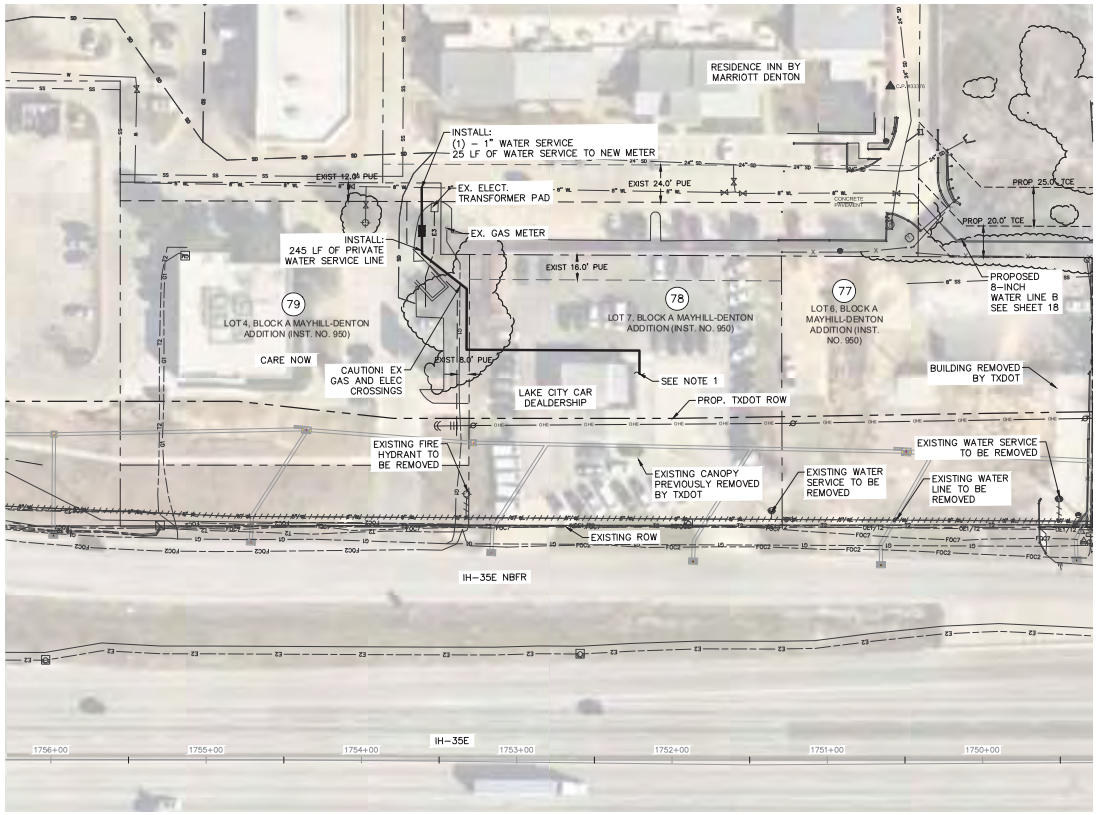
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

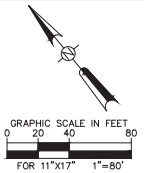
PROPOSED 8-INCH WATER LINE B
STA 9+00 TO END

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

SHEET
19

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SHEET NOTES:

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

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

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

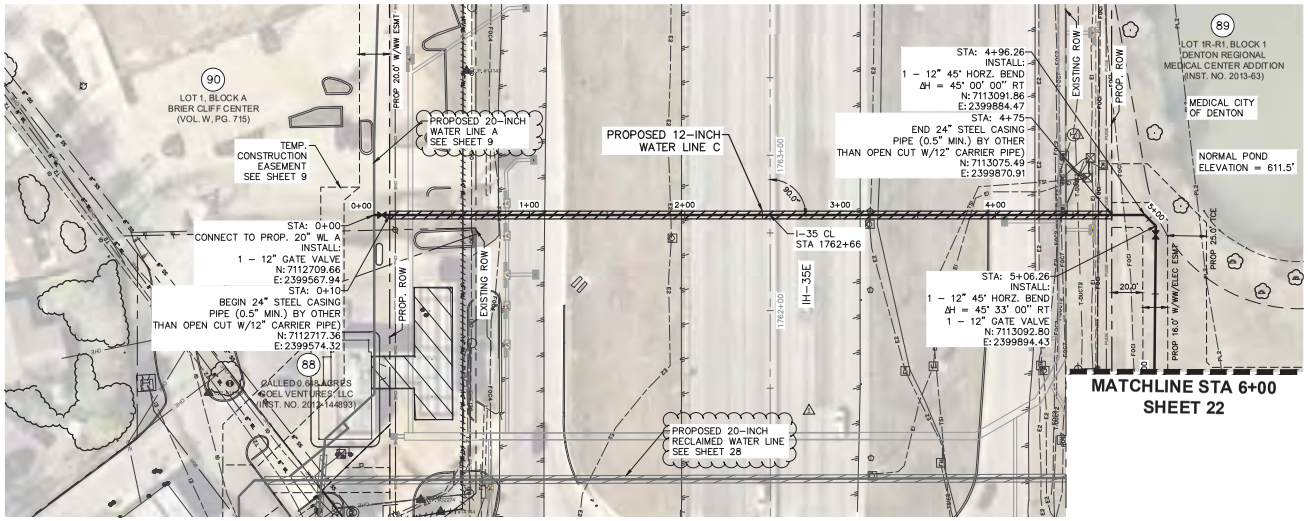
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION

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

SHEET
20

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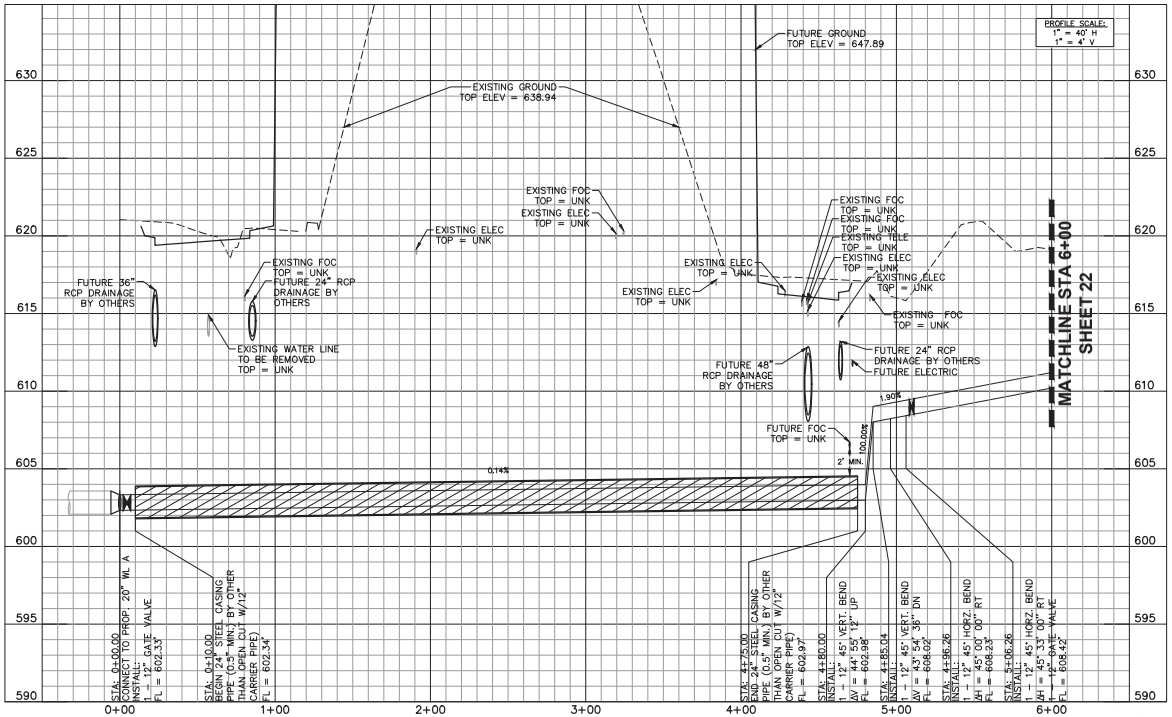


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

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



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No.	Revision	By	Date
1	PER RECEIVED CHANGE TO REQUEST FOR INFORMATION	CPI	10/31/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER

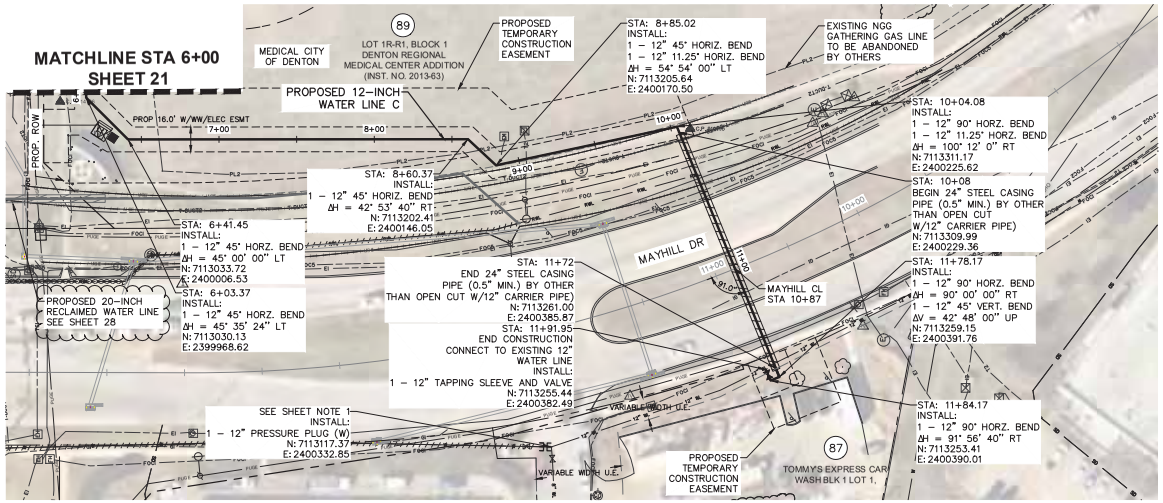
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

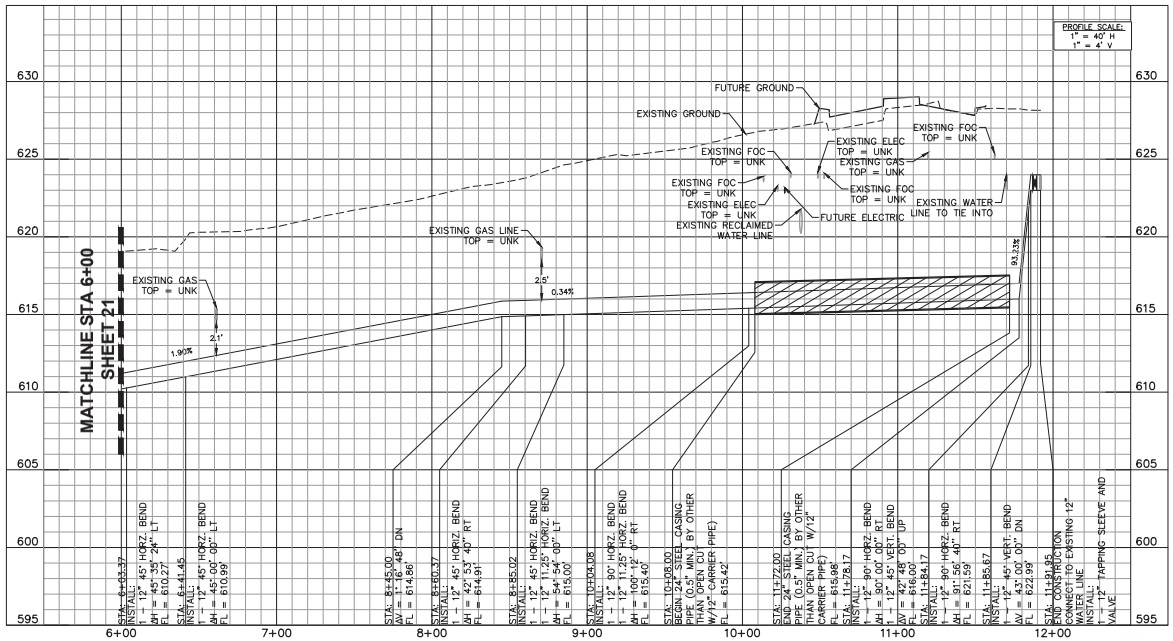
DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
21

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





SHEET NOTES:

1. CONTRACTOR TO LOCATE EXISTING VALVE AND INSTALL PRESSURE PLUG. ABANDON WATER LINE TO THE SOUTH.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

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No.	Revision	By	Date
1	PER RECEIVED COMMENTS AND REVISIONS	CPI	10/13/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

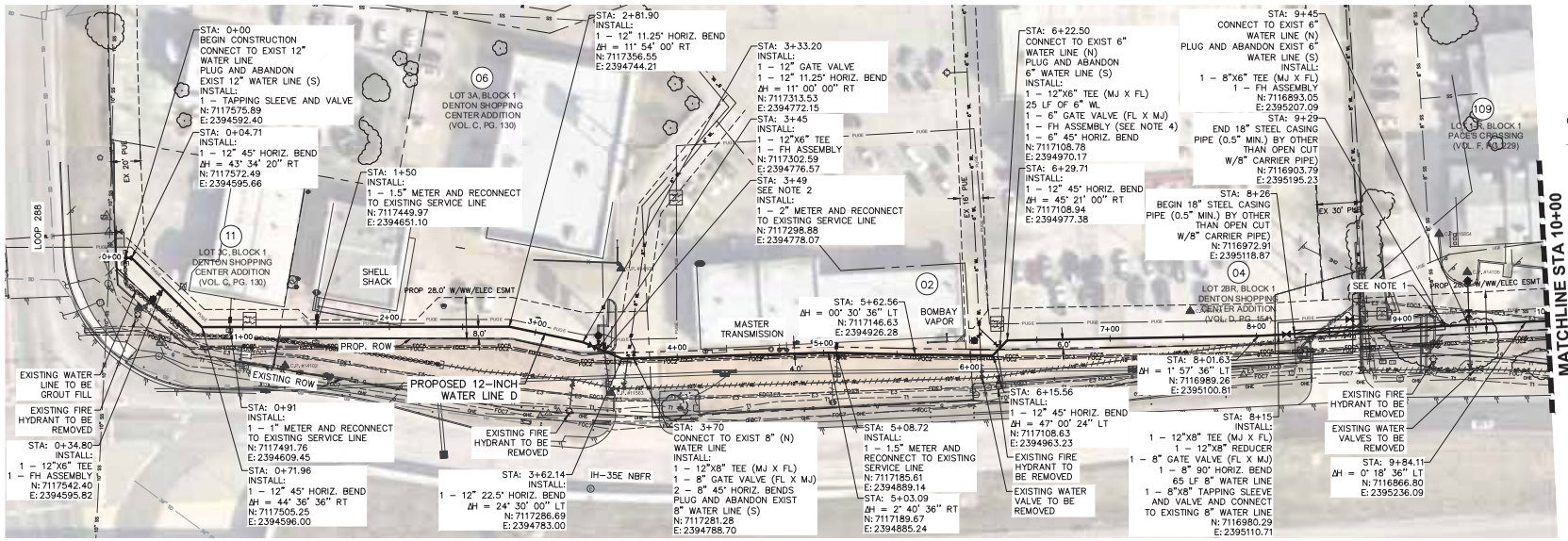
IH-35E MAYHILL
UTILITY RELOCATIONS

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

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
22

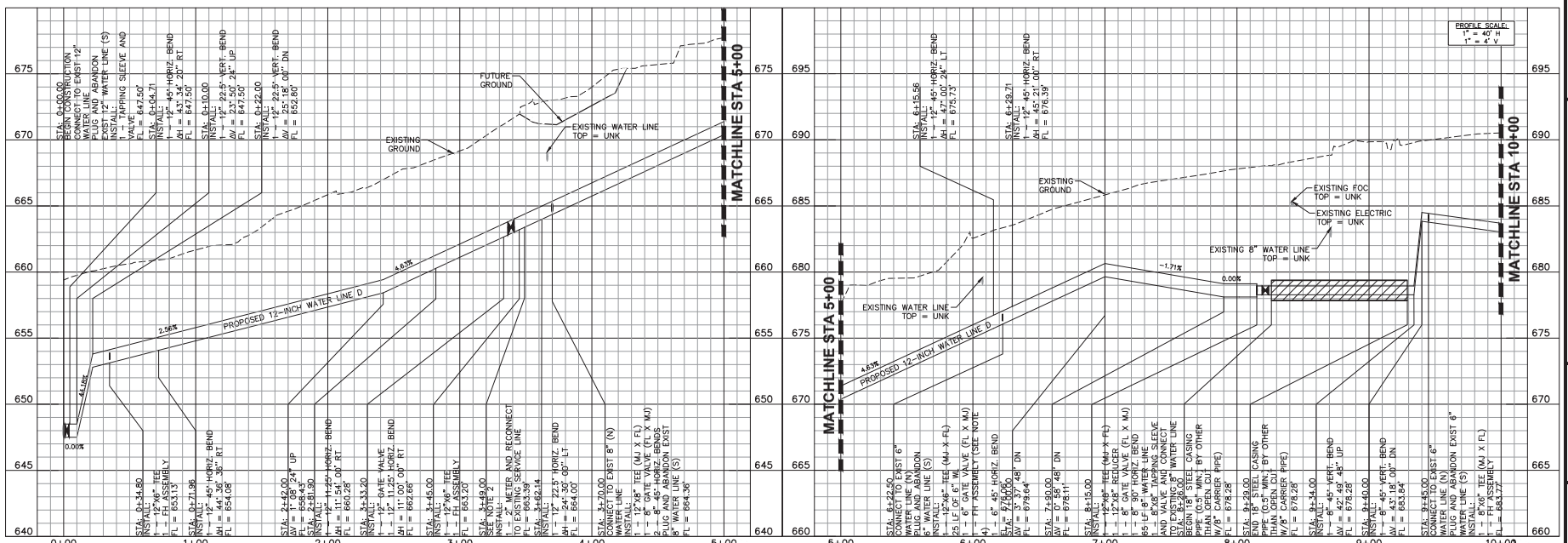
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SHEET NOTES:

1. 8" SANITARY SEWER LINE AND MANHOLE TO REMAIN.
2. EXISTING MONUMENT SIGN MAY BE PRESENT DURING CONSTRUCTION. CONTRACTOR TO PROTECT AND NOT DISTURB.
3. WATER LINE TO REMAIN IN TXDOT ROW FROM IH–35 CL STA 1828+72 TO 1826+19.
4. FIRE HYDRANT TO BE PLACED OUTSIDE OF ANY DRIVE AISLE OR FIRE LANE.

PROPOSED 8 & 12-INCH WATER LINE D STA 0+00 TO 10+00



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No.	Revision	By	Date

07/27/2022
CHRISTOPHER A. PRATT
103220
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

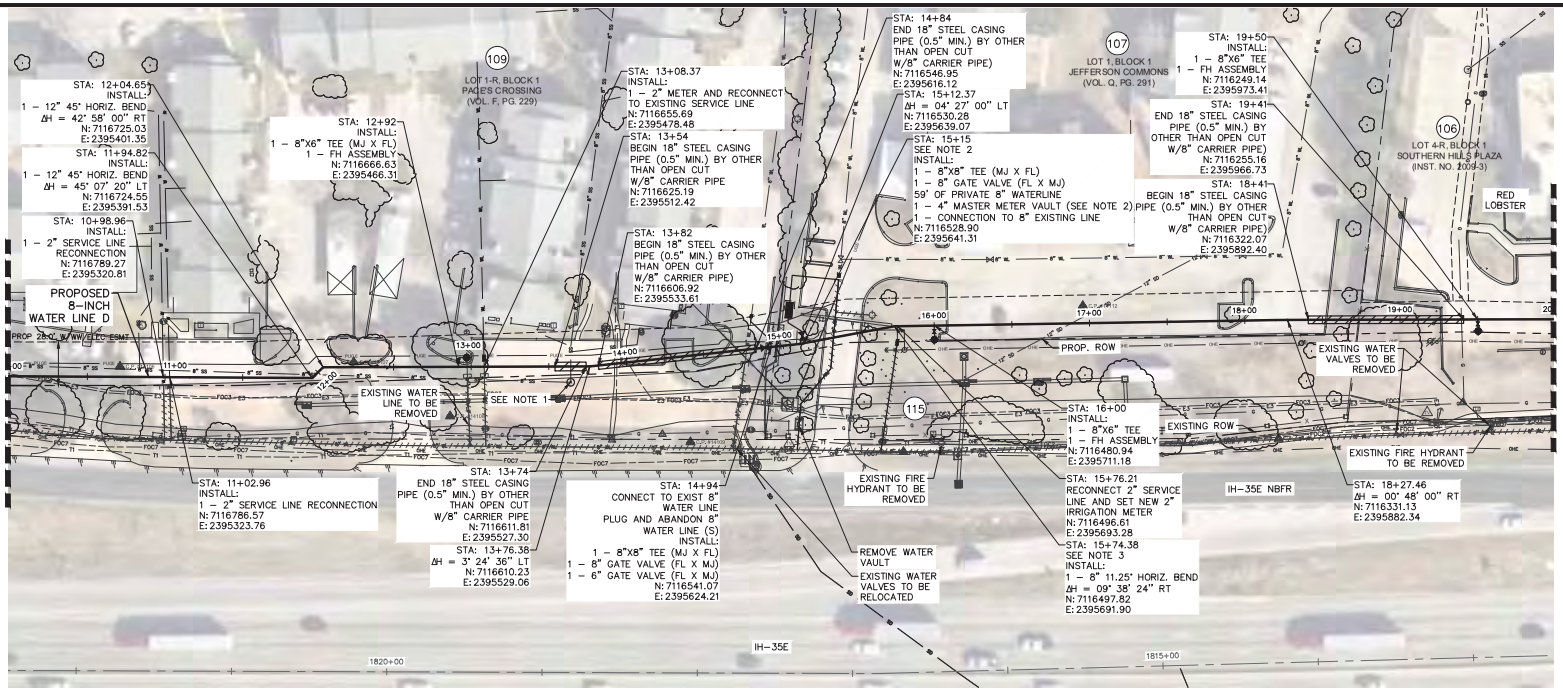
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 8 & 12-INCH WATER LINE D
STA 0+00 TO 10+00

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

SHEET
23

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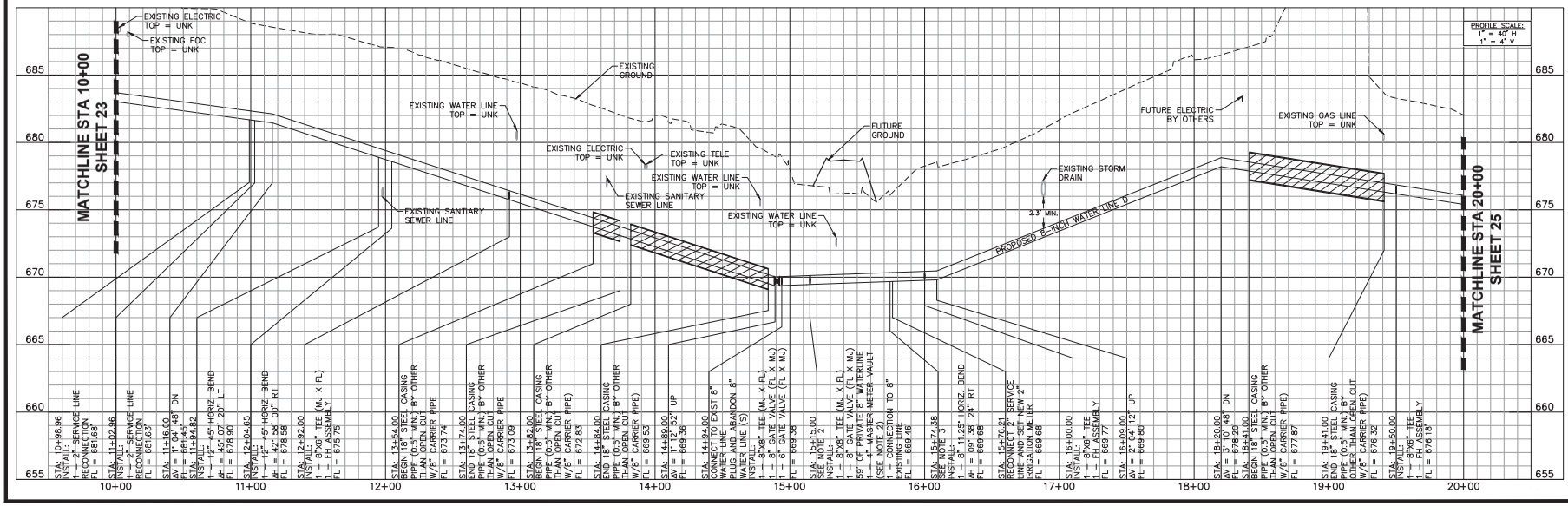


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. SANITARY SEWER MANHOLE TO REMAIN.
2. CENTER OF VAULT:
   N: 2395648.5
   E: 7116551.0
3. REMOVE GATE IF NOT ALREADY RELOCATED BY PROPERTY OWNER.

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



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

No.	Revision	By	Date

07/27/2022
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

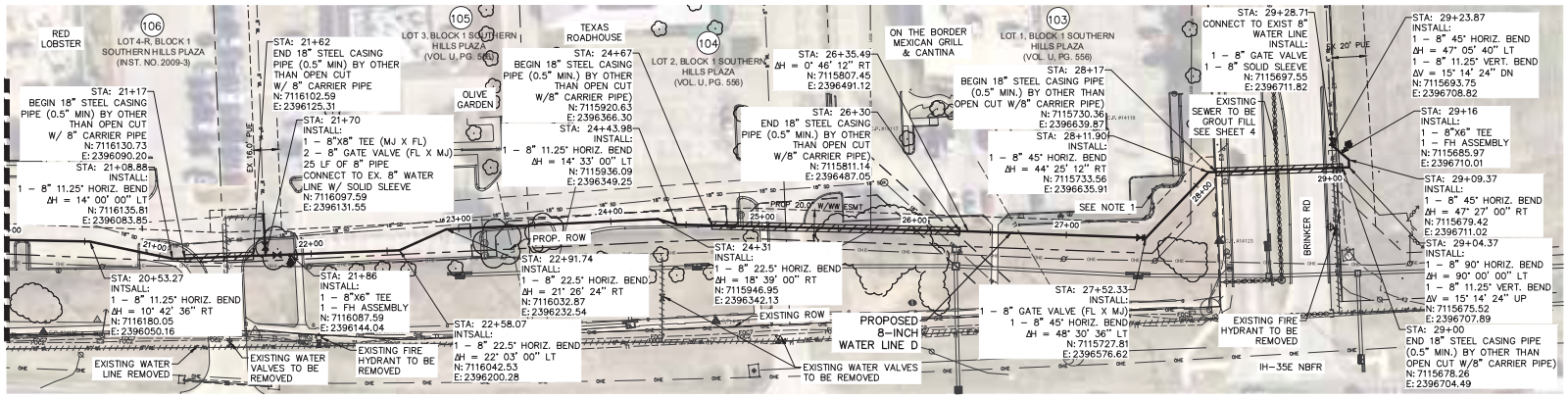
CITY OF DENTON

IH-35E MAYHILL
UTILITY RELOCATIONS

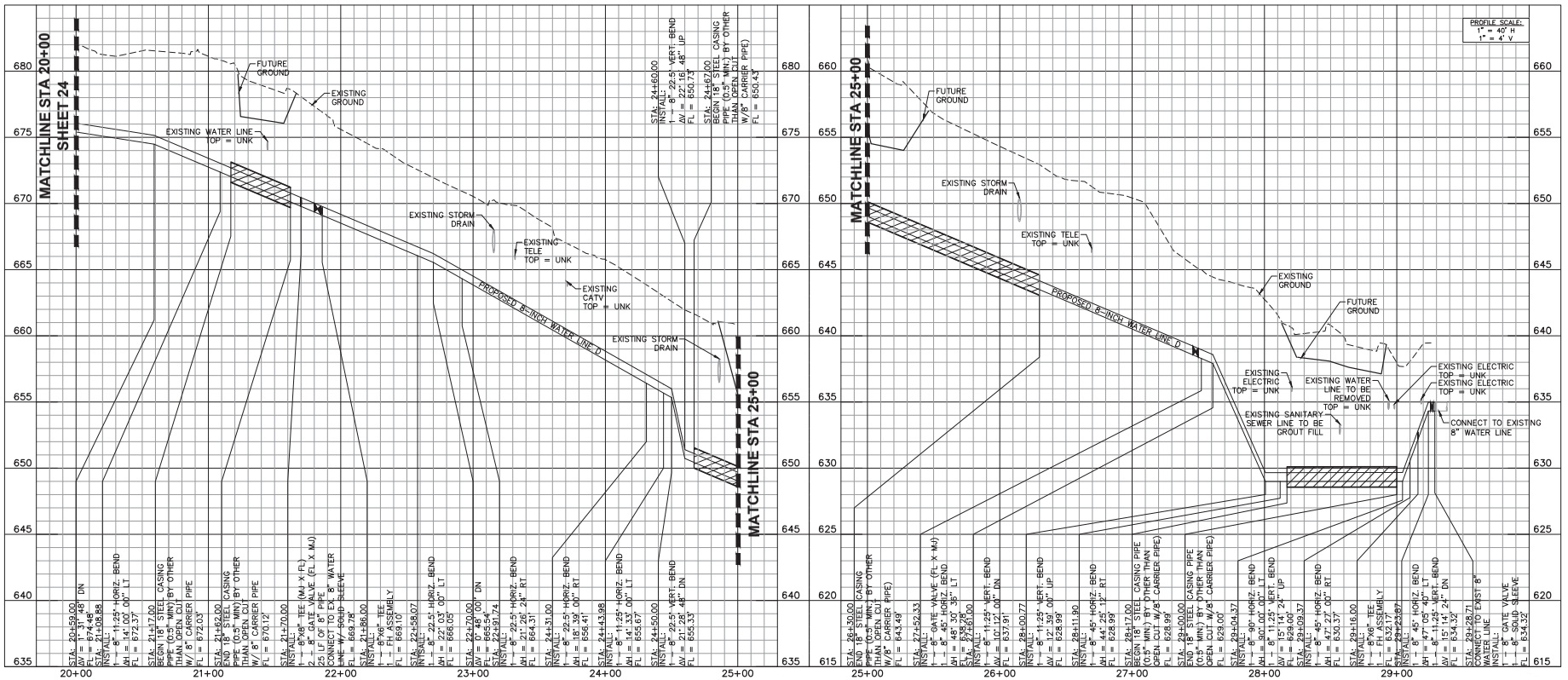
PROPOSED 8-INCH WATER LINE D
STA 10+00 TO 20+00

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

SHEET
24



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



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No.	Revision	By	Date

07/27/2022
JOSEPH A. PEREZ
103741
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON

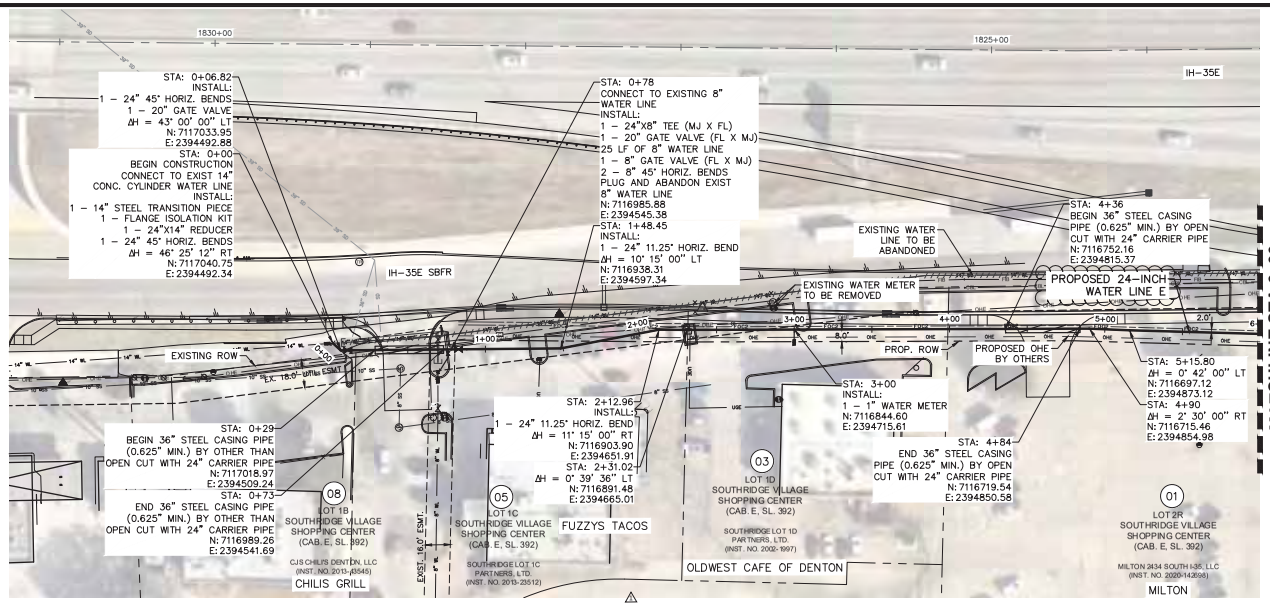
IH-35E MAYHILL
UTILITY RELOCATIONS

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

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

SHEET
25

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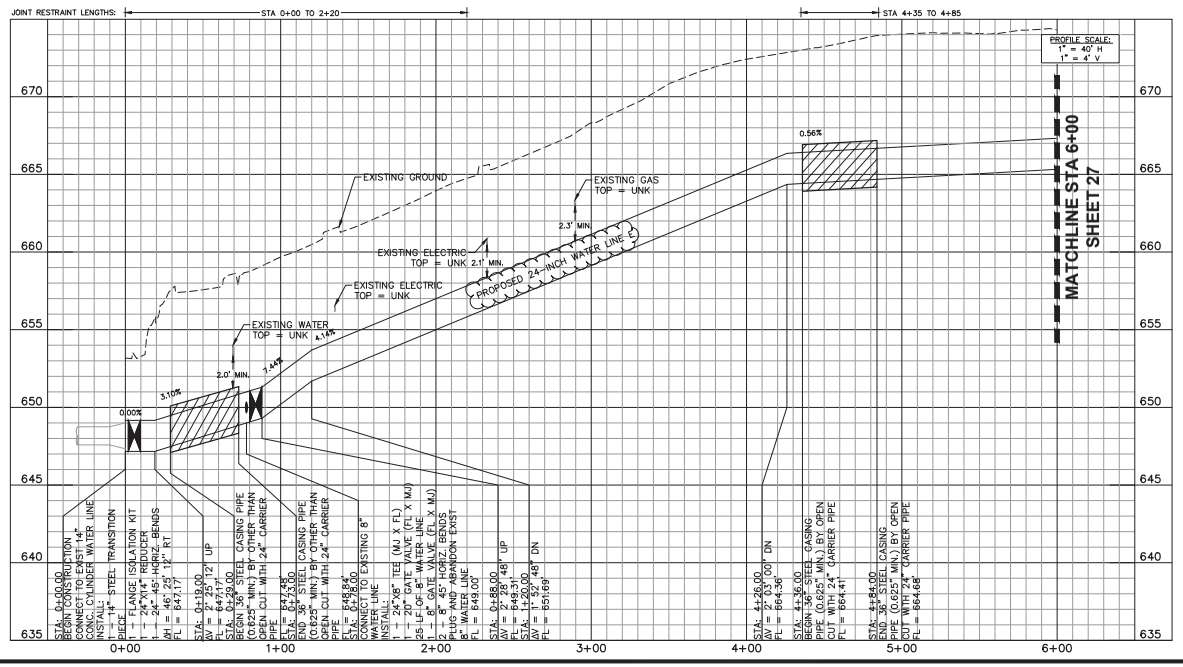


PROPOSED 24-INCH WATER LINE E STA 0+00 TO 6+00

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. WATER MAIN REMAINS IN EXISTING EASEMENT FROM STA 0+00 TO 0+90, AND THEN TRANSITIONS INTO TXDOT ROW. CONTRACTOR TO TAKE EXTREME CAUTION WORKING ADJACENT TO MULTIPLE OTHER UTILITIES IN THE CORRIDOR.



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

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12700 Park Central Dr., Suite 1900 Dallas, TX 75251
801 Cherry St., Suite 2300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER DESIGN CHANGE TO REFLECT BID MATERIAL	CPI	10/13/2022

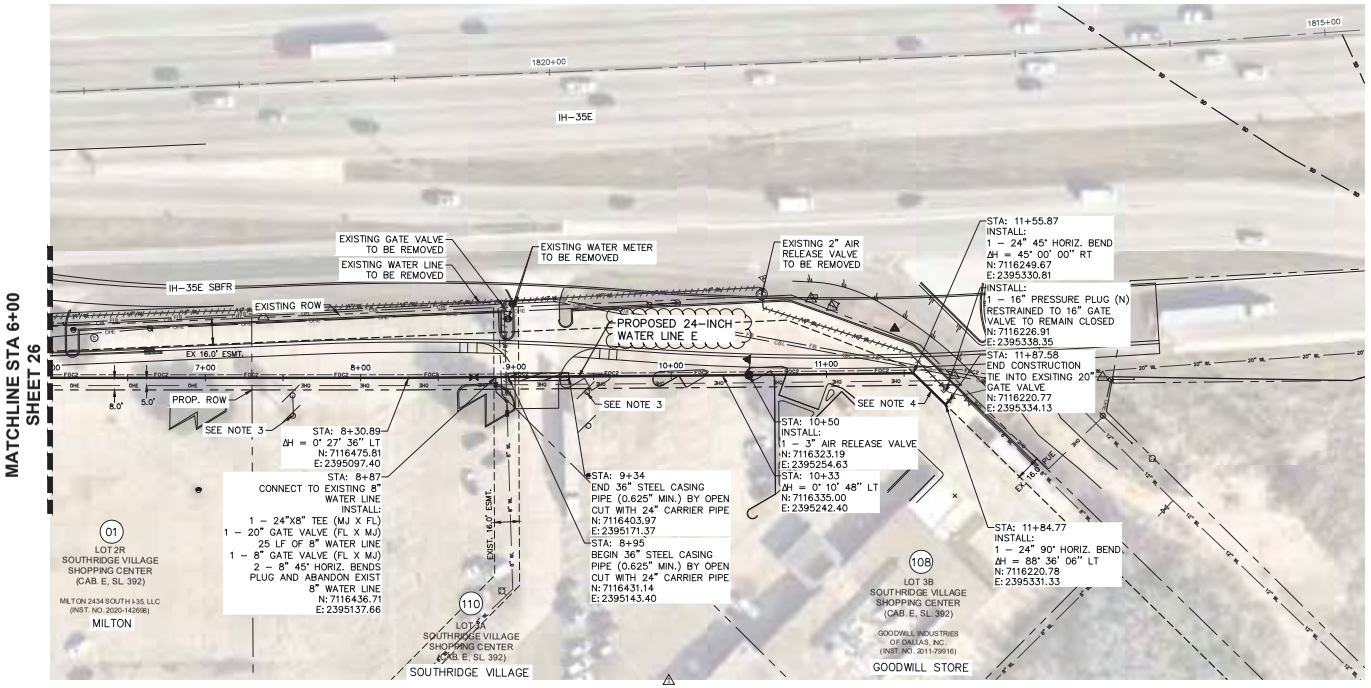
10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103740
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

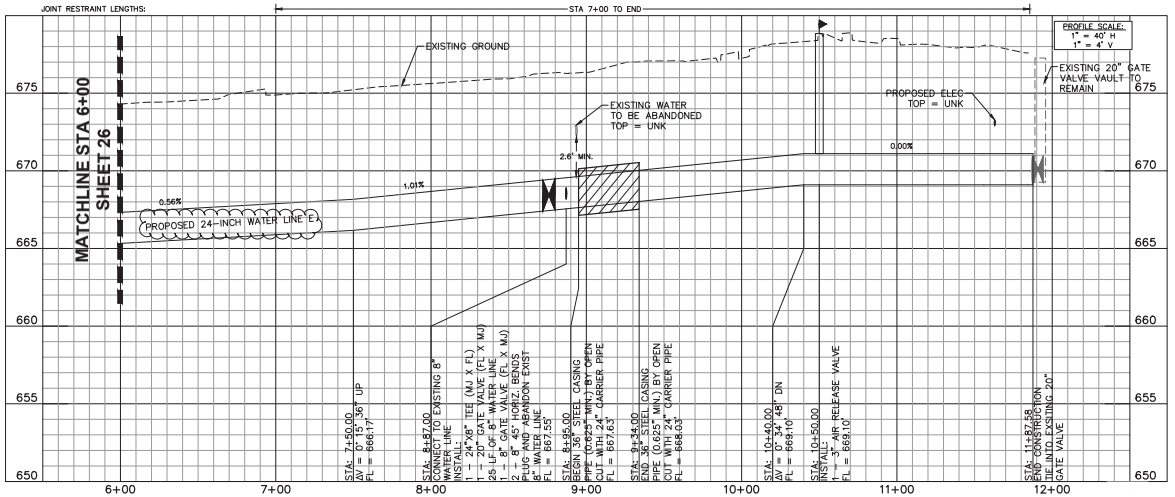
DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
26

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



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. EXISTING SIGNS TO BE REMOVED BY OTHERS.
4. NO TEMPORARY CONSTRUCTION EASEMENTS ARE PROVIDED. CONTRACTOR TO COORDINATE CONSTRUCTION ACCESS WITH ADJACENT PROPERTY OWNERS.

Kimley»Horn
1700 Pacific Ave., Suite 1600 Dallas, TX 75201
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PRELIMINARY NOT FOR CONSTRUCTION PURPOSES	CPI	10/12/2022

10/12/2022
CHRISTOPHER P. IRWIN
103232
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

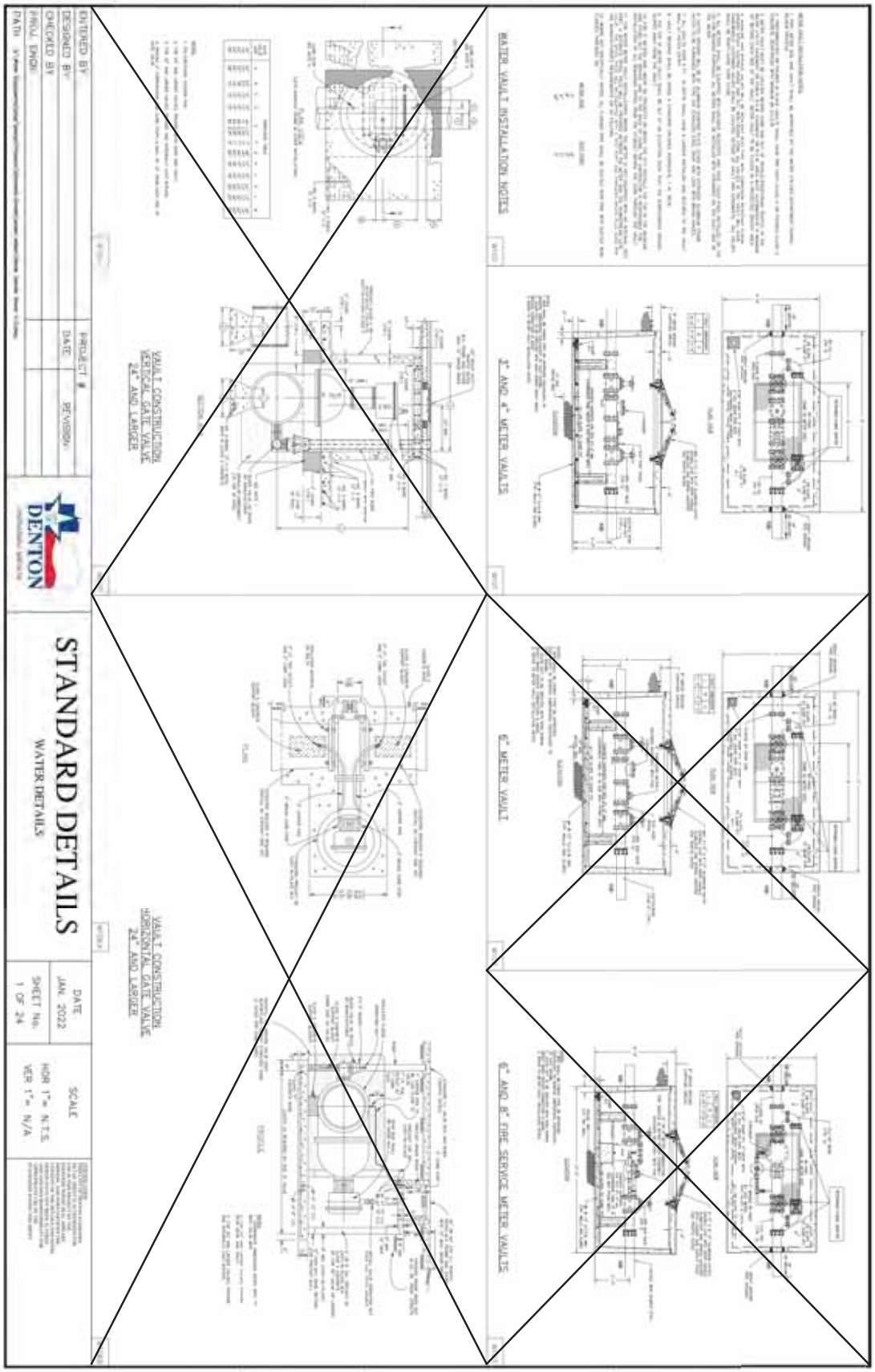
PROPOSED 24-INCH WATER LINE E
STA 6+00 TO END

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
27

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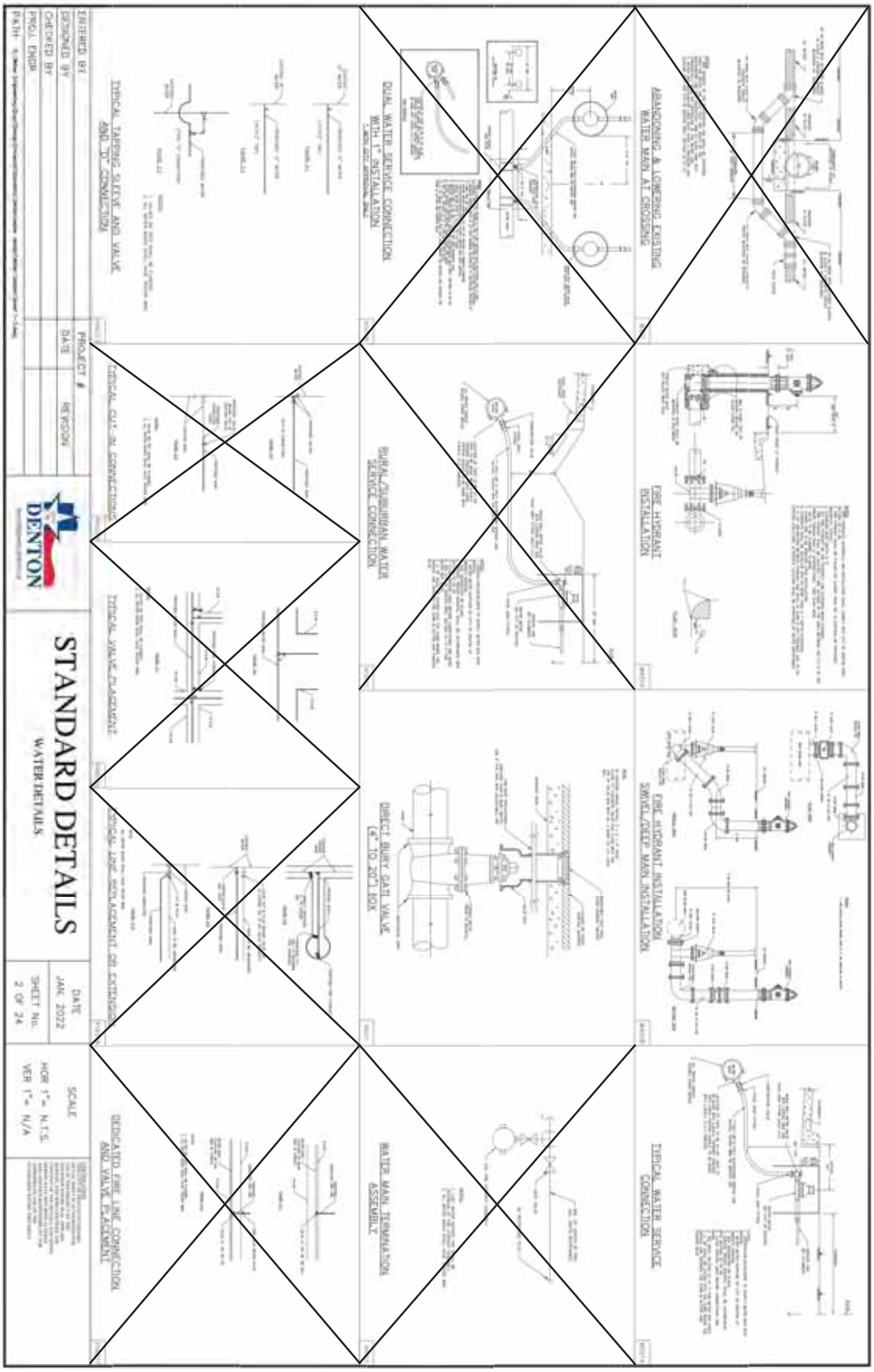
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07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IVEY
120042
LICENSED
PROFESSIONAL ENGINEER

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

No.	Revision	By	Date

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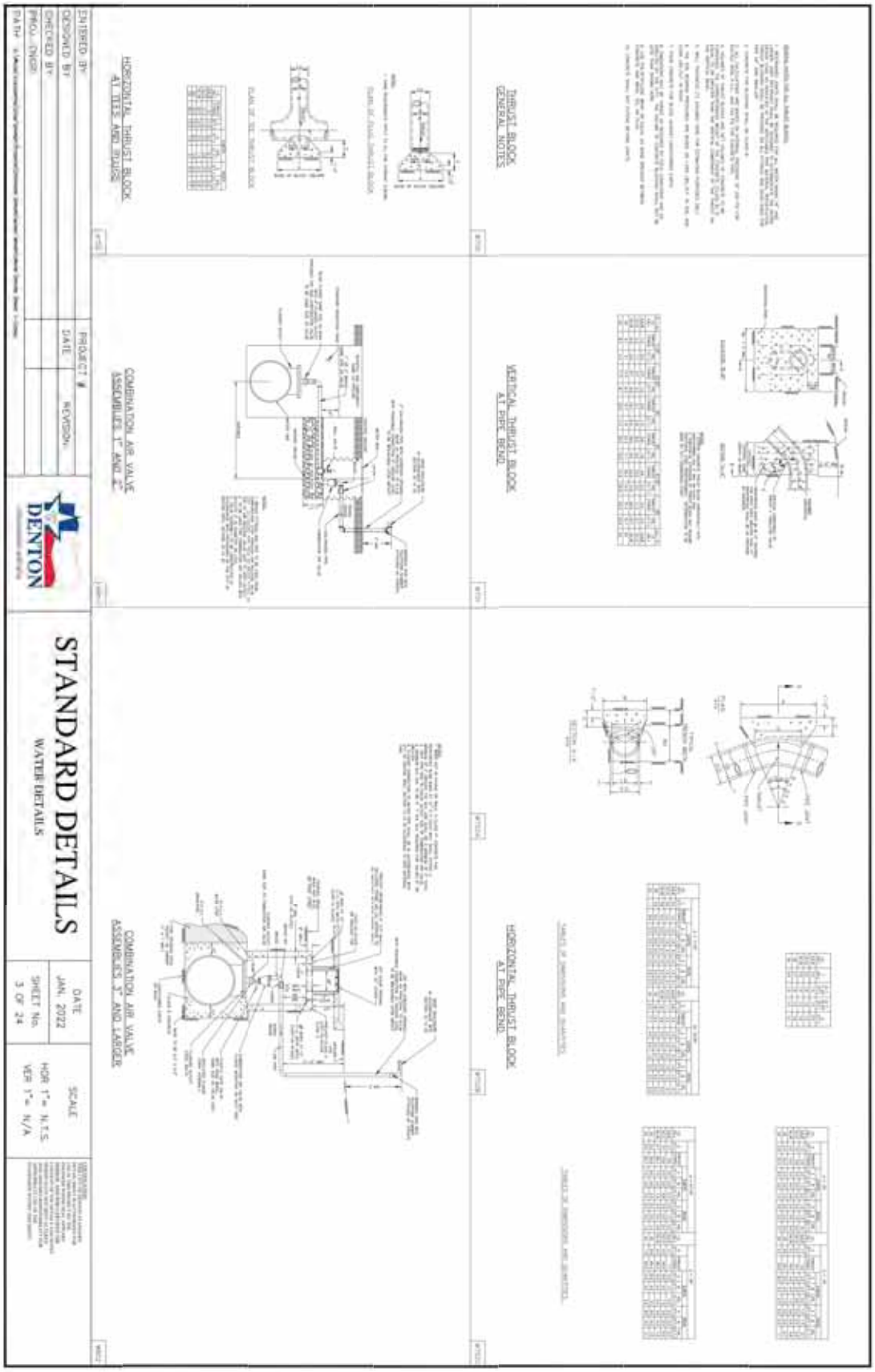
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	DESIGN: CPI		
	DRAWN: NDCH		
	CHECKED: JRA		
	KHA NO.: 061024039		

07/27/2022 STATE OF TEXAS CHRISTOPHER P. IVEY 120042 LICENSED PROFESSIONAL ENGINEER

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

No.	Revision	By	Date

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SHEET 31	DATE: JULY 2022	CITY STANDARD DETAILS 3	CITY OF DENTON
	DESIGN: CPI		IH-35E MAYHILL
	DRAWN: NDCH		UTILITY RELOCATIONS
	CHECKED: JRA		
	KHA NO.: 061024039		

07/27/2022 STATE OF TEXAS CHRISTOPHER P. IDE 120042 LICENSED PROFESSIONAL ENGINEER

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

No.	Revision	By	Date

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

CITY STANDARD DETAILS 4

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

SHEET 32

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

No.	Revision	By	Date

CITY STANDARD DETAILS 5

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

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

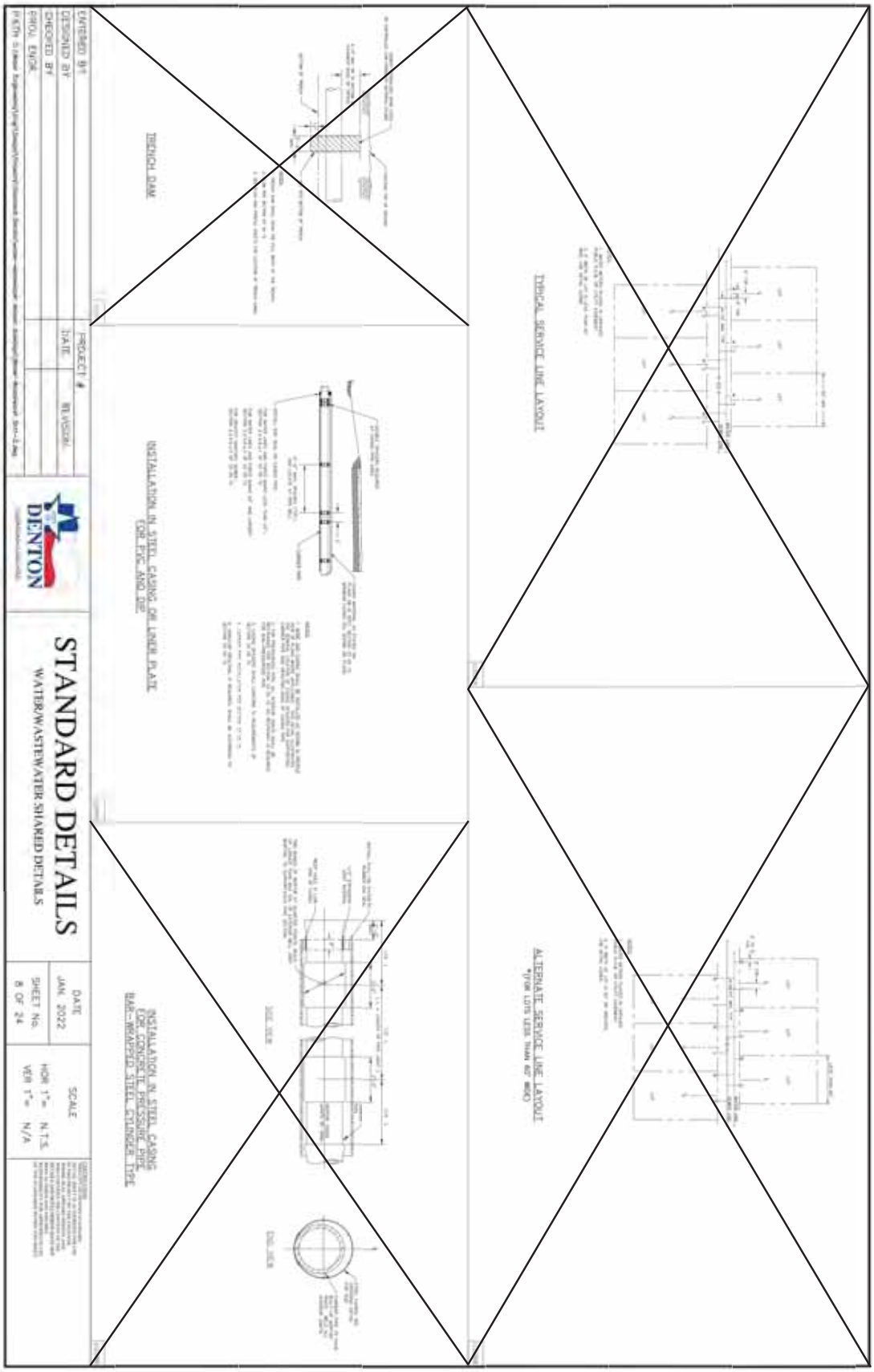
SHEET 33

07/27/2022
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
120045
JOSEPH R. ANDREWS

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

No.	Revision	By	Date

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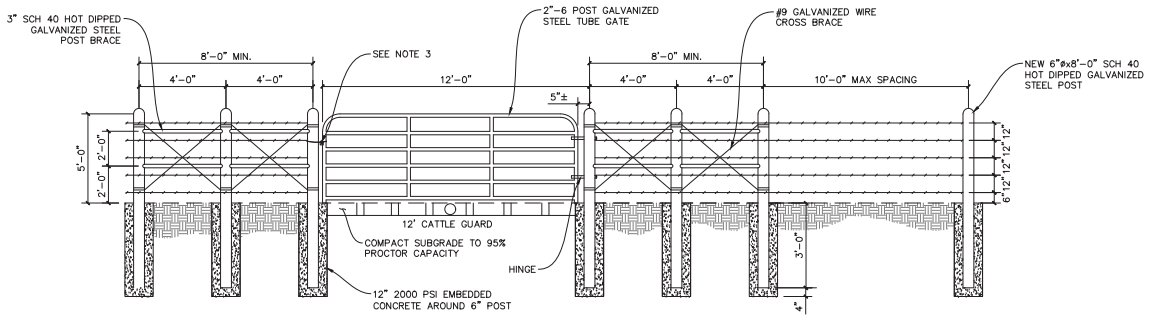


34 SHEET	DATE: JULY 2022 DESIGN: CPI DRAWN: NDCH CHECKED: JRA KHA NO.: 061024039	CITY STANDARD DETAILS 6	CITY OF DENTON IH-35E MAYHILL UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. TOY
120042
LICENSED
PROFESSIONAL ENGINEER

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

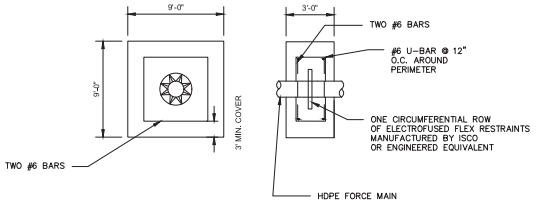
No.	Revision	By	Date



NOTES:

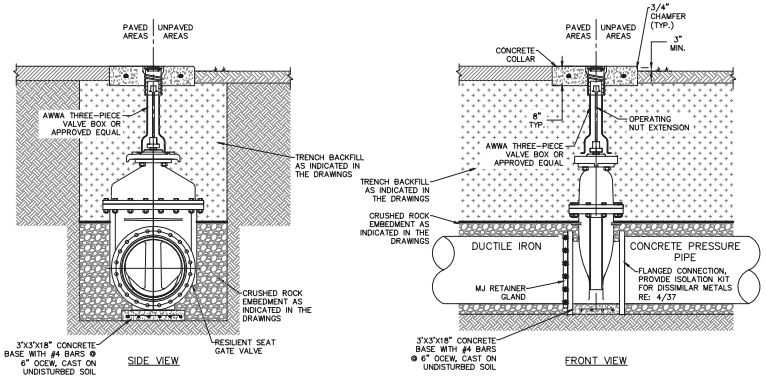
1. THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
2. PERMANENT GATE SHALL BE 2", 16GA., 12'x50" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #3603116 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
3. PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
4. TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
5. IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
6. TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96' WITH "T" STEEL POSTS AT A MAXIMUM OF 12' SPACING. "T" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

A 35 TEMPORARY BARBED WIRE FENCE AND PERMANENT FENCE REPAIR
SCALE: NOT TO SCALE



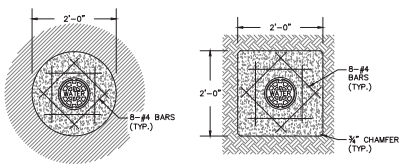
UTILIZE DETAIL IF HDPE IS THE SELECTED PIPE MATERIAL.
INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES.

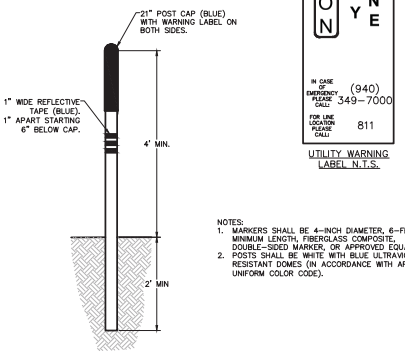
B 35 HDPE THRUST BLOCK
SCALE: NOT TO SCALE



NOTES:
1. DIRECT BURY GATE VALVES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH AWWA C105.
2. OPERATING NUT/STEM EXTENSION SHALL BE REQUIRED WHERE VALVE OPERATING NUTS ARE MORE THAN 24" BELOW FINISHED GRADES.

C 35 20" DIRECT BURY RESILIENT SEATED GATE VALVE
SCALE: NOT TO SCALE

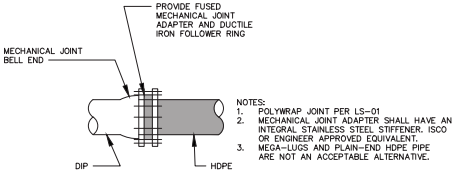




UTILITY WARNING LABEL N.T.S.

NOTES:
1. MARKERS SHALL BE 4-INCH DIAMETER, 6-FEET MINIMUM LENGTH, FIBERGLASS COMPOSITE, DOUBLE-SIDED MARKER, OR APPROVED EQUAL.
2. POSTS SHALL BE WHITE WITH BLUE ULTRAVIOLET RESISTANT DOMES (IN ACCORDANCE WITH APWA UNIFORM COLOR CODE).

D 35 UTILITY MARKER
SCALE: NOT TO SCALE



NOTES:
1. POLYWRAP JOINT PER LS-01
2. MECHANICAL JOINT ADAPTER SHALL HAVE AN INTEGRAL STAINLESS STEEL STIFFENER. ISCO OR ENGINEER APPROVED EQUIVALENT.
3. MEGA-LUGS AND PLAIN-END HDPE PIPE ARE NOT AN ACCEPTABLE ALTERNATIVE.

UTILIZE DETAIL IF HDPE IS THE SELECTED PIPE MATERIAL.
INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES. INSTALL AT ALL DIP APPURTENANCES AND FITTINGS

E 35 DIP TO HDPE WATER MAIN TRANSITION
SCALE: NOT TO SCALE

Kimley»Horn
TBPE Firm No. 928 801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817.335.6511

No.	Revision	By	Date

07/27/2022
ENGINEERING
JAMES A. RAY
103671
LICENSED
STATE OF TEXAS

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

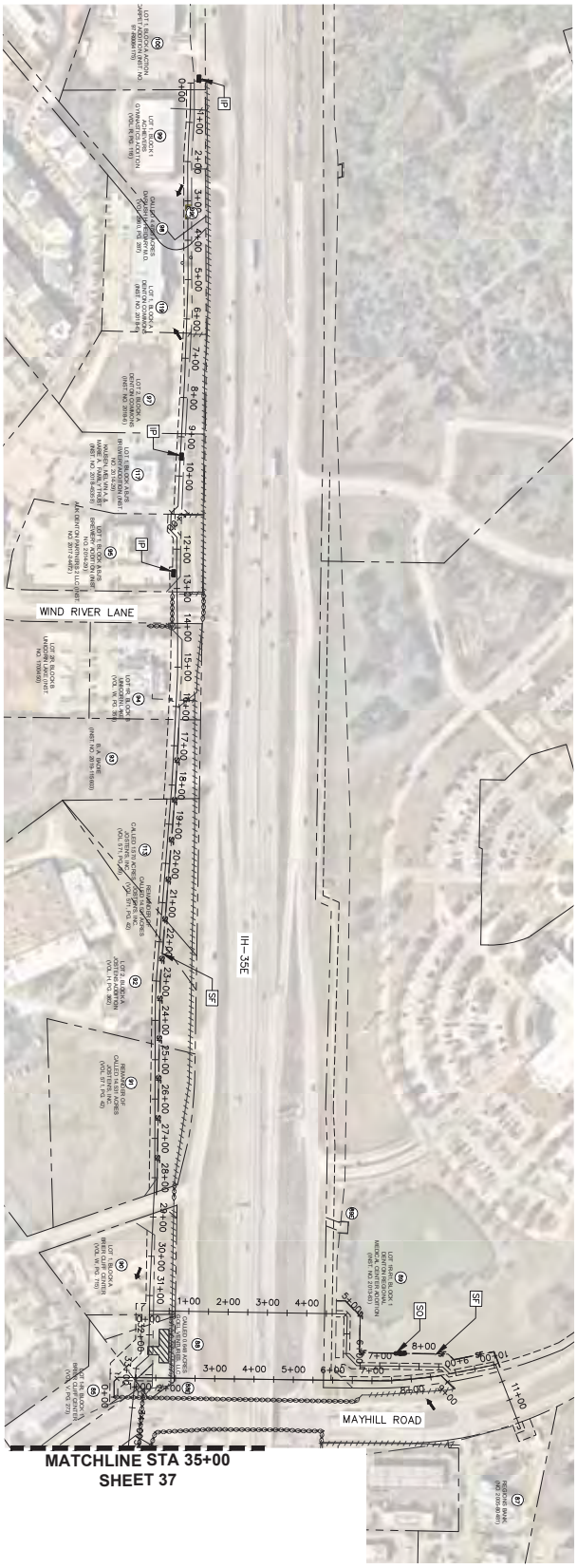
CONSTRUCTION DETAILS 1

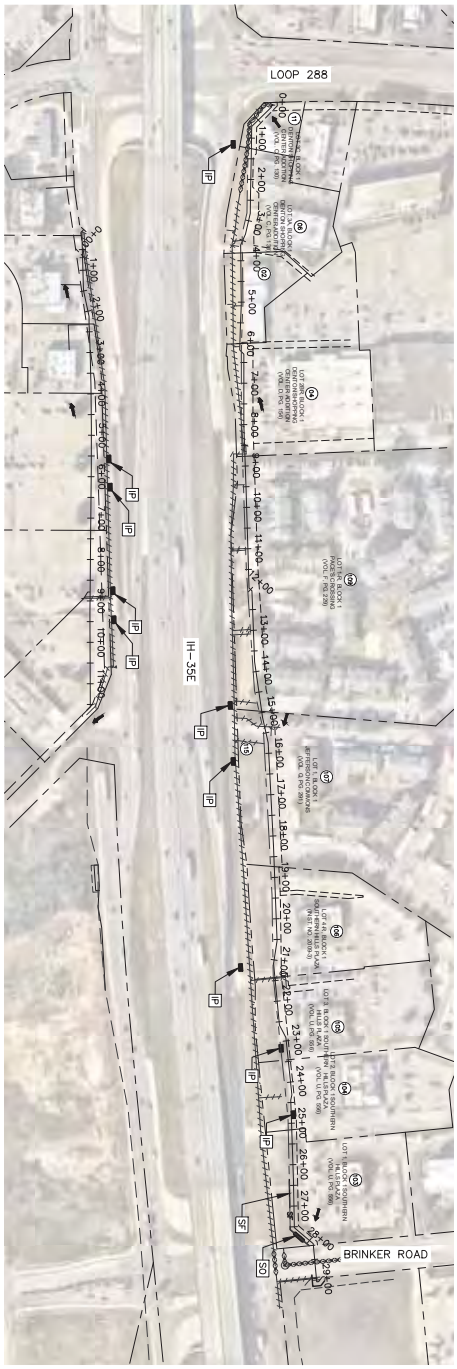
DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
35

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LEGEND

- FLOW ARROW
- IP — INLET PROTECTION RE: C/38
- SO — STONE OVERFLOW STRUCTURE RE: B/38
- SF — SILT FENCE RE: A/38

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

SHEET 36	DATE: JULY 2022	EROSION CONTROL PLAN 1
	DESIGN: CPI	
	DRAWN: NDCH	
	CHECKED: JRA	
	KHA NO.: 061024039	

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IDE
120042
LICENSED PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
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No.	Revision	By	Date

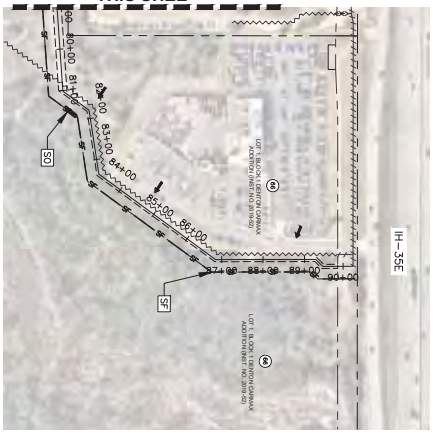
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MATCHLINE STA 35+00
SHEET 36

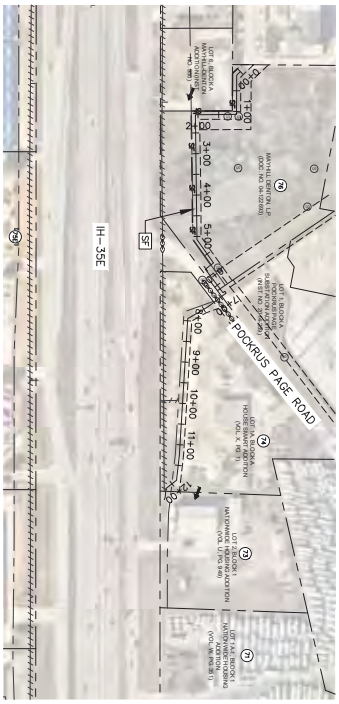


MATCHLINE STA 79+00
THIS SHEET

MATCHLINE STA 79+00
THIS SHEET



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

LEGEND

SF	SILT FENCE RE: A/38
SO	STONE OVERFLOW STRUCTURE RE: B/38
IP	INLET PROTECTION RE: C/38
	FLOW ARROW

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

SHEET	37
DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

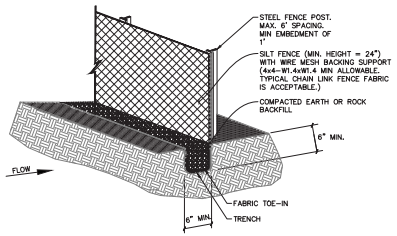
EROSION CONTROL PLAN 2

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IVEY
120049
LICENSED PROFESSIONAL ENGINEER

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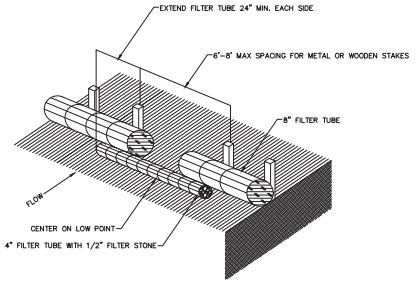
No.	Revision	By	Date



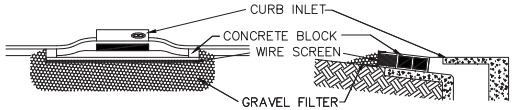
NOTES:

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WIRE BACKING, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. PROVISIONS FOR SILT FENCE CAN BE COMBINED WITH TEMPORARY FENCE IN LOCATION WHERE BOTH ARE REQUIRED.
9. CONTRACTOR SHALL PREPARE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE SPECIFICATIONS.

A / 38 — SILT FENCE INSTALLATION
SCALE: NOT TO SCALE

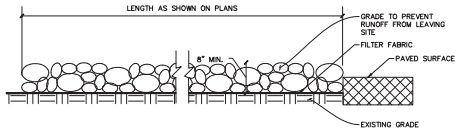


B / 38 — OVERFLOW STONE STRUCTURE
SCALE: NOT TO SCALE

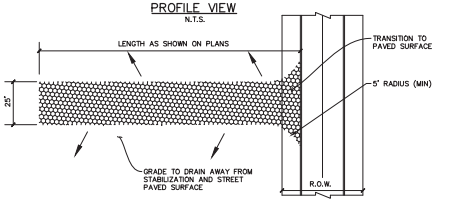


1. PLACE CONCRETE BLOCKS IN A SINGLE ROW IN FRONT OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE ROCK, BROKEN CONCRETE THAT WILL SLOW THE FLOW OF THE WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

C / 38 — INLET PROTECTION
SCALE: NOT TO SCALE

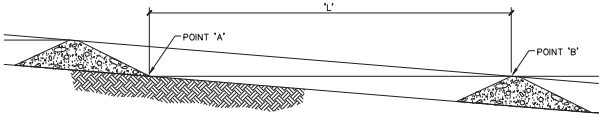


PROFILE VIEW
N.T.S.

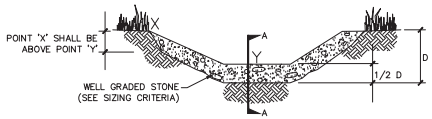


PLAN VIEW
N.T.S.

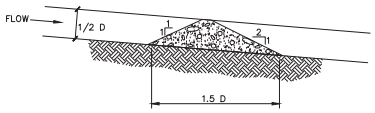
'L' = THE DISTANCE SUCH THAT POINTS 'A' AND 'B' ARE OF EQUAL ELEVATION.



SPACING BETWEEN CHECK DAMS



VIEW LOOKING UPSTREAM



SECTION A-A

ROCK CHECK DAM GENERAL NOTES:

1. STONE SHALL BE WELL GRADED WITH SIZE RANGE FROM 1-½ TO 3-½ INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
2. THE CHECK DAM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE.
3. THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
5. WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

D / 38 — ROCK CHECK DAM
SCALE: NOT TO SCALE

STABILIZED CONSTRUCTION ACCESS GENERAL NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

A / 38 — CONSTRUCTION ENTRANCE
SCALE: NOT TO SCALE

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No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER PHILLIPS
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

EROSION CONTROL DETAILS

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

SHEET
38

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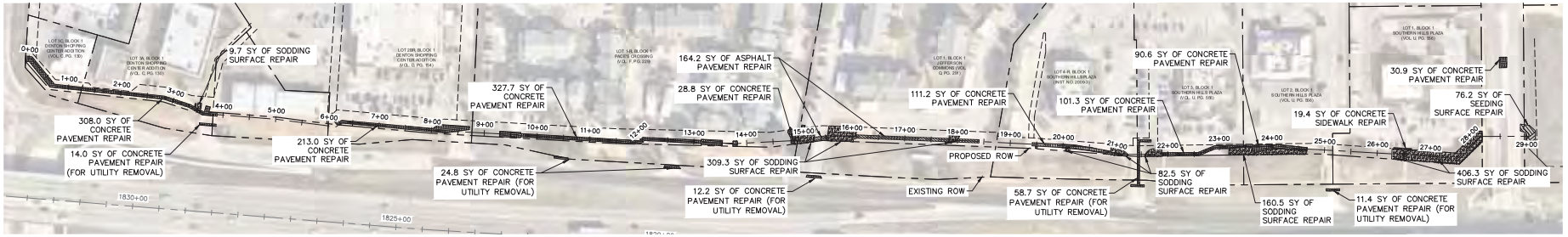
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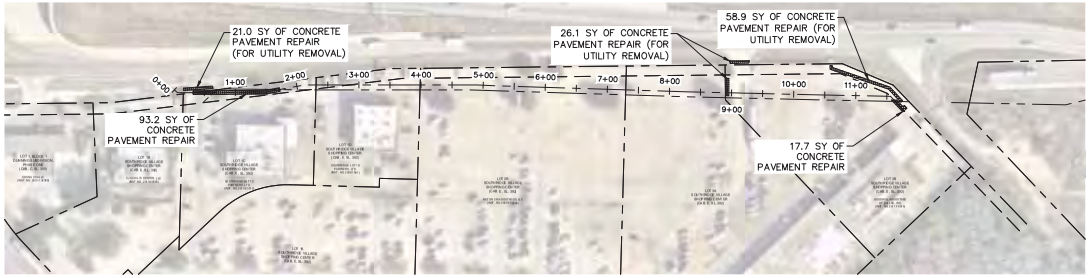
- ASPHALT PAVEMENT REPAIR (RE: A/35)
- CONCRETE PAVEMENT REPAIR (RE: B/35)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR

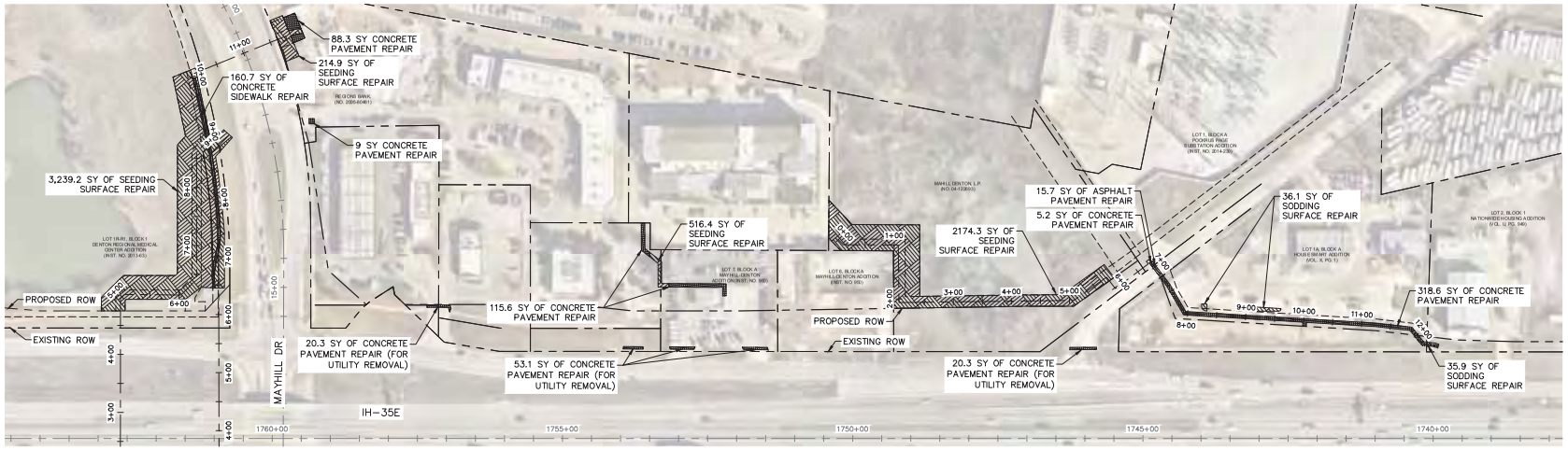
SHEET NOTES:

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

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







Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
JOSEPH A. KOLLMAN
103749
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

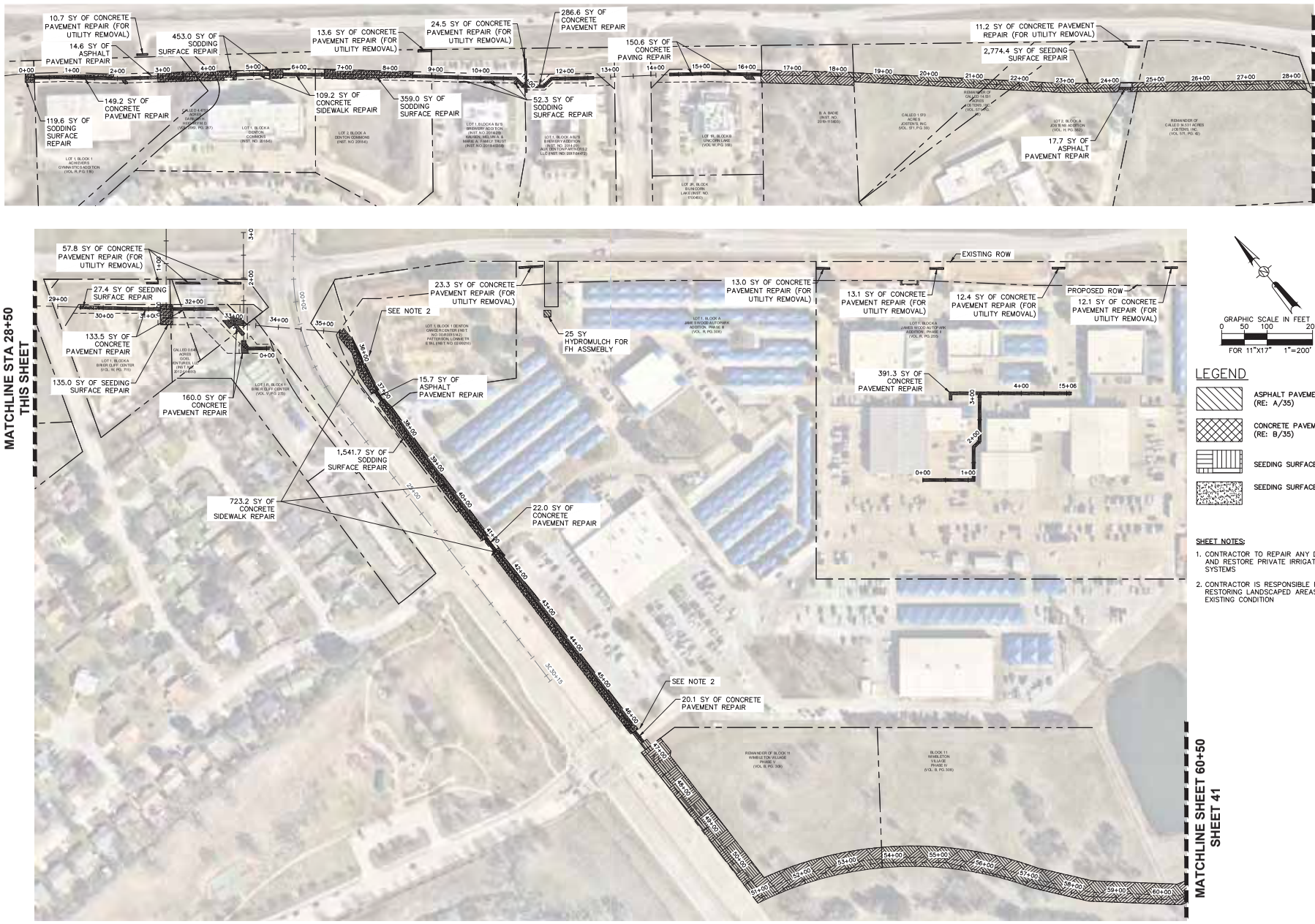
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR (SHEET 1 OF 3)

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

SHEET
39

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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

Kimley»Horn
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801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103734
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR (SHEET 2 OF 3)

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

SHEET
40

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LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/35)
- CONCRETE PAVEMENT REPAIR (RE: B/35)
- SEEDING SURFACE REPAIR
- SEEDING SURFACE REPAIR

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

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

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

No.	Revision	By	Date

07/27/2022

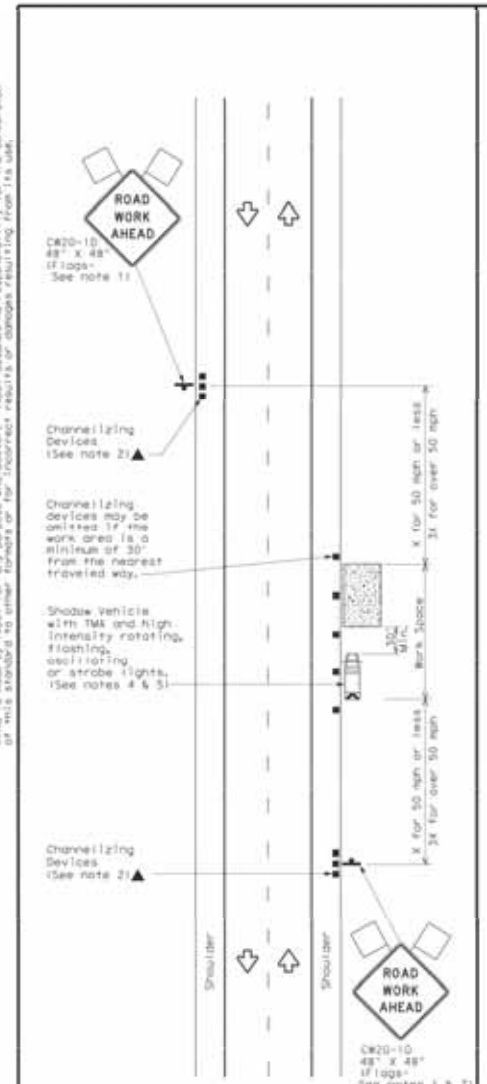
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR
(SHEET 3 OF 3)

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

SHEET
41

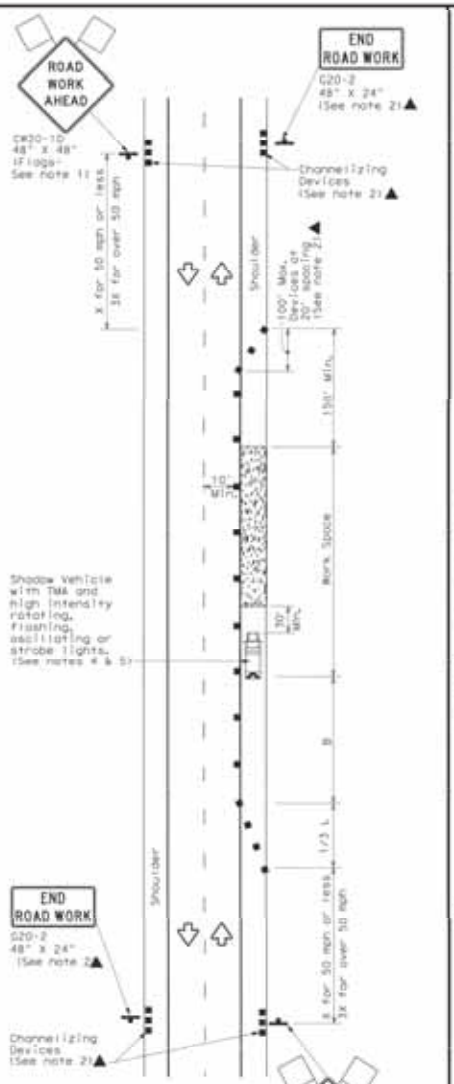
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TCP (1-1a)

WORK SPACE NEAR SHOULDER

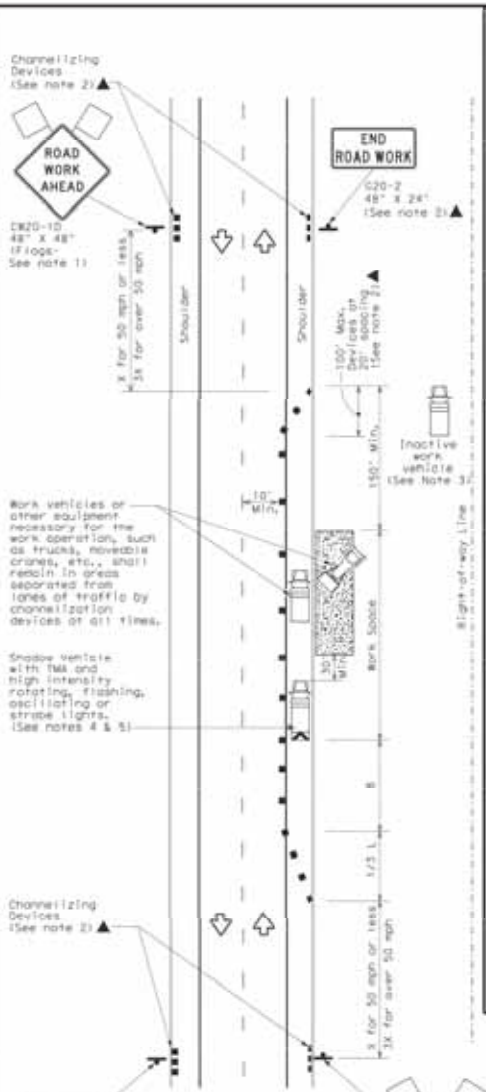
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices 0ft & Taper	0ft & Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. 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.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. 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.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(S-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

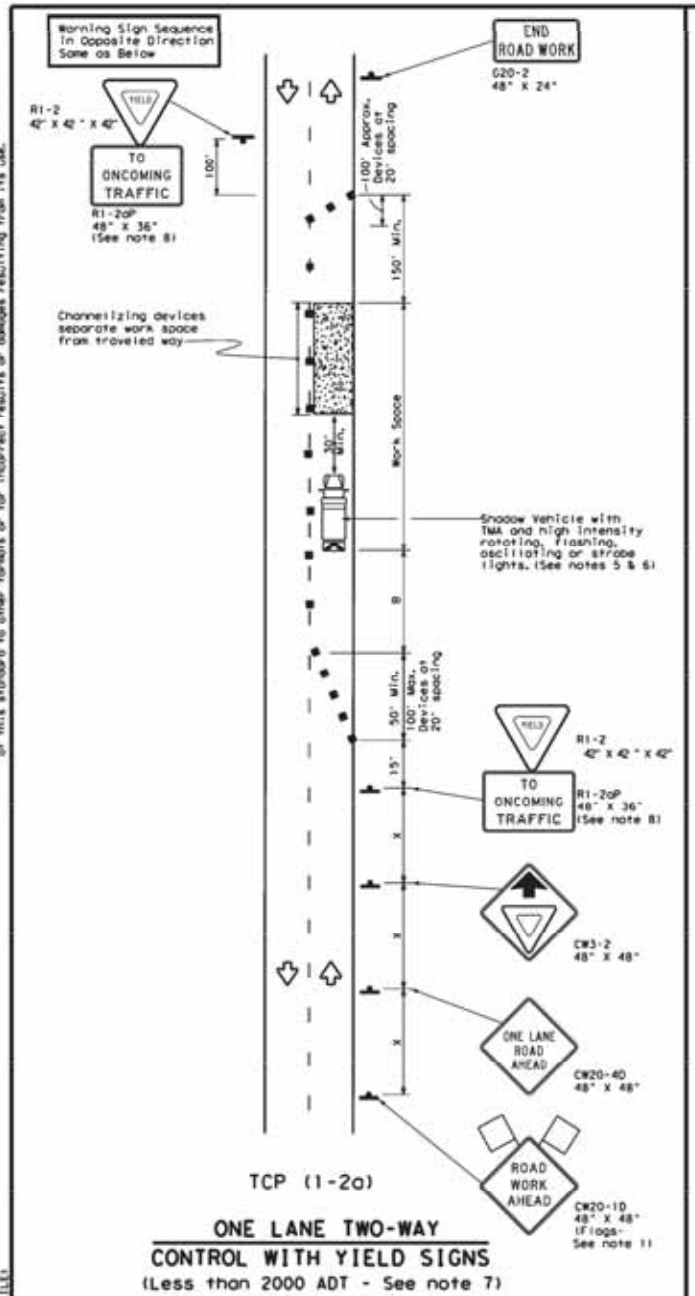
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 42

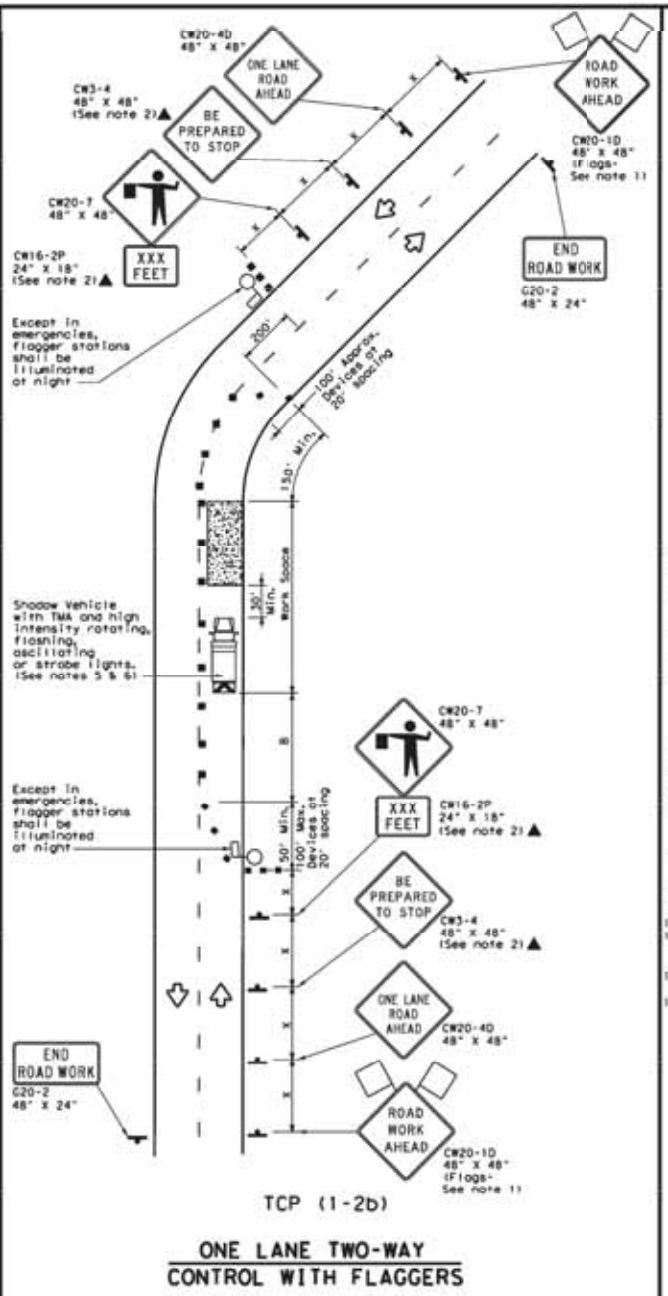
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DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND

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

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. 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.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 8-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 43

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DATE:
FILE:

City of Denton **Reimbursable Cost Estimate**

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

Title: **Water Cost Projection Summary**

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

Basis for Cost Projection:

- ☐ No Design Completed
- ☐ Preliminary Design
- ☑ Final Design

ACTUAL BID TABULATION PROVIDED AS BACKUP

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

SECTION 00 42 43 - UNIT PRICE BID FORM

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

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

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

BIDDERS APPLICATION - UNIT PRICE BID

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

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

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate intc 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	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	Title Policy Fee	Appraised Value	Total Cost to City
Water Department Easement			Permanent			Permanent		Temporary Construction Easement			Temporary Construction Easement				
749512	66	Carmaxx	2,056.60	10 & 20	31,714.00	$0.20	$6,343.00		25	51,500.00	$0.08	$4,120.00	$238.00	$10,463.00	$10,701.00
268908	68	TT of Denton, Inc., a Texas corporation	778.00	16.00	6,088.00	$7.39	$45,000.00						$487.00	$45,000.00	$45,487.00
268907	70	TT of North Texas	3,070.01	16	574.00	$11.73	$6,731.00						$238.00	$6,731.00	$6,969.00
245161	74	Arthur W. Hollingsworth	355.79	28	9,962.00	$14.40	$143,426.00			-			$321.00	$143,426.00	$143,747.00
216449, 75161, 74951	75, 75A, 75B	J&S Wood, LP	3,070.01	20	45,553.00	$1.24	$56,661.00		25	55,226.00	$0.24	$13,255.00	$568.00	$69,916.00	$70,484.00
106979	76	Mayhill Denton, LP, a Texas limited partnership	630.75	28	13,241.00	$5.75	$76,136.00		25	6,766.00	$2.30	$15,562.00	$706.00	$91,698.00	$92,404.00
282973	87	Regions Bank	23.60	25	613.00	$16.31	$10,001.00		25	1,473.00	$3.20	$4,714.00	$238.00	$14,715.00	$14,953.00
39171	88	Goel Ventures, LLC, a Texas limited liability company	136.00	20	6,942.00	$11.25	$78,097.50		25	4,134.00	$3.00	$12,402.00	$720.00	$90,499.50	$91,219.50
290984	90	Mayhill/2499, LLC, a Texas limited liability company	373.50	20	4,279.00	$12.00	$51,348.00		25	470.00	$4.80	$2,256.00	$527.00	$53,604.00	$54,131.00
39195	91	Josten's, Inc.	373.15	20	7,073.00	$18.00	$127,314.00			-			$321.00	$127,314.00	$127,635.00
162646	92/92A	Josten's, Inc.	280.83	20	6,588.00	$8.79	$57,916.00			-			$575.00	$57,916.00	$58,491.00
725123	97	Denton Commons, LLC	237.83	20	4,555.00	$23.00	$104,765.00			-			$321.00	$104,765.00	$105,086.00
132850	98	Dariush H. Heidary, M.D.	38.65	20	811.00	$12.00	$9,732.00			-			$238.00	$9,732.00	$9,970.00
33066	99/99E	F & J Partners, Ltd.	364.63	20	7,144.00	$11.50	$82,156.00			-			$748.00	$82,156.00	$82,904.00
243009	103	Cole OB Denton, TX, LLC, a Delaware limited liability company	299.49	20	6,011.00	$11.50	$69,127.00			-			$656.00	$69,127.00	$69,783.00
243010	104	Roadhouse Enterprises, Inc., a Texas corporation	168.98	20	3,381.00	$11.50	$38,882.00			-			$441.00	$38,882.00	$39,323.00
243011	105	FCPT SW Properties, LLC, a Delaware limited liability company	200.99	20	4,021.00	$11.50	$46,242.00			-			$493.00	$46,242.00	$46,735.00
619927	106	ARCP RL Portfolio IV, LLC, a Delaware limited liability company	265.45	20	5,344.00	$16.16	$86,365.00			-			$776.00	$86,365.00	$87,141.00
162862	113	Josten's, Inc.	342.79	20	5,912.00	$17.25	$101,982.00			-			$321.00	$101,982.00	$102,303.00
633163	117	Melvin A. Kausen and Marie A. Kausen Family Trust	207.50	20	4,103.00	$11.50	$47,185.00			-			$499.00	$47,185.00	$47,684.00
725122	119	Windriver Lodging, Ltd.	233.81	20	4,995.00	$12.50	$62,437.50			-			$607.00	$62,437.50	$63,044.50
Shared Easement with DME															
81677	4	Pick'n'Sav Stores, Inc. #96	267.09	28	7,510.00	$18.75	$140,812.00			-			$321.00	$140,812.00	$141,133.00
81681	6	Santander Denton, Ltd., a Texas limited partnership	260.27	28	5,659.00	$18.75	$106,106.25			-			$321.00	$106,106.25	$106,427.25
81693	11	Halle Properties, LLC, an Arizona limited liability company	134.62	20	2,637.00	$3.75	$9,889.00			-			$238.00	$9,889.00	$10,127.00
563626	89	Columbia Medical Center of Denton	419.93	16	9,558.00	$11.75	$112,307.00		25	15,395.00	$4.70	$72,357.00	$321.00	$184,664.00	$184,985.00
39175	93	B.A. Badie	290.00	28	5,667.00	$11.00	$62,337.00			-			$607.00	$62,337.00	$62,944.00
282709	94	Carroll Family Investments, Ltd.	331.00	28	6,089.00	$12.00	$73,068.00			-			$685.00	$73,068.00	$73,753.00
659973	95	GHLDS #2, LLC,a Texas limited liability company	195.18	20	3,742.00	$11.51	$43,068.00			-			$471.00	$43,068.00	$43,539.00
215296	107	Texas Student Housing Corporation -- Denton Project	376.03	28	10,576.00	$5.39	$56,973.00			-			$568.00	$56,973.00	$57,541.00
121075	109	Denton PCR, Ltd., a Texas limited liability company	620.75	28	17,336.00	$5.25	$91,014.00			-			$813.00	$91,014.00	$91,827.00
Total															
		Water Department Easement	13,508.35		179,262.62	-	$1,307,847.00	-	-	119,569.00	-	$52,309.00	$10,039.00	$1,360,156.00	$1,370,195.00
		Shared Easements with DME	2,894.87		68,774.00	-	$695,574.25	-	-	15,395.00	-	$72,357.00	$4,345.00	$767,931.25	$772,276.25
		Combined Total	16,403.23		248,036.62	-	$2,003,421.25	-	-	134,964.00	-	$124,666.00	$14,384.00	$2,128,087.25	$2,142,471.25

$133,641

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

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

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

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

Task Description and Budgeting

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

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

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Sep 1, 2020

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

Task Budget Summary

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

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

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

Kimley»Horn

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

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

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

Amendment 1

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

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

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

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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.

DP	1/17/2023		12/7/22
Initial	Date	Initial	Date
TxDOT		Utility	

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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

Initial	1/17/2023 Date	Initial	12/7/22 Date
TxDOT		Utility	

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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.

US DP 1/17/2023
Initial Date
TxDOT

Initial 12/7/22
Date
Utility

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

Form ROW-U-48
(Rev. 10/20)
Page of

U-Number: N/A

Utility ID: U00008008

ROW CSJ Number: 0196-01-114

District: Dallas

County: Denton

Highway No.: IH-35E

Federal Project No.: N/A

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

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

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☑ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. Mountain Cascade of Texas, LLC
2. Oscar Renda Contracting, Inc.
3. S.J. Louis Construction of Texas, Ltd
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

12/2/22
Date

Contact/Help

City Manager
Title

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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

DS
LH

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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.

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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

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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

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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

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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

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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.

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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

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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 it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

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.

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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

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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.

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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.

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(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.

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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.

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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.**

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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

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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.

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

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
B376C...

TODD HILEMAN, CITY MANAGER

Date: 1/15/2020

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Glenn Gary
...DB15720A1C6421...

GLENN GARY
SR. VICE PRESIDENT

Date: 12/10/2019

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

DocuSigned by:
Frank Pugsley
22943FE13318483...

Signature

Water and Wastewater Utilities Director

Title

Water Utilities

Department

Date Signed: 12/10/2019

2019-565945

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By:

DocuSigned by:
Mack Reinwand
7F9D328BF0204E5...

ATTEST:
ROSA RIOS, CITY SECRETARY

By:

DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

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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

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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.

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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.

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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:

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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.

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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

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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.

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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.

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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

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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. ENGINER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
    a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
    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.

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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 ACQUISTION 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.

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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

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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.

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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

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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.

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ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

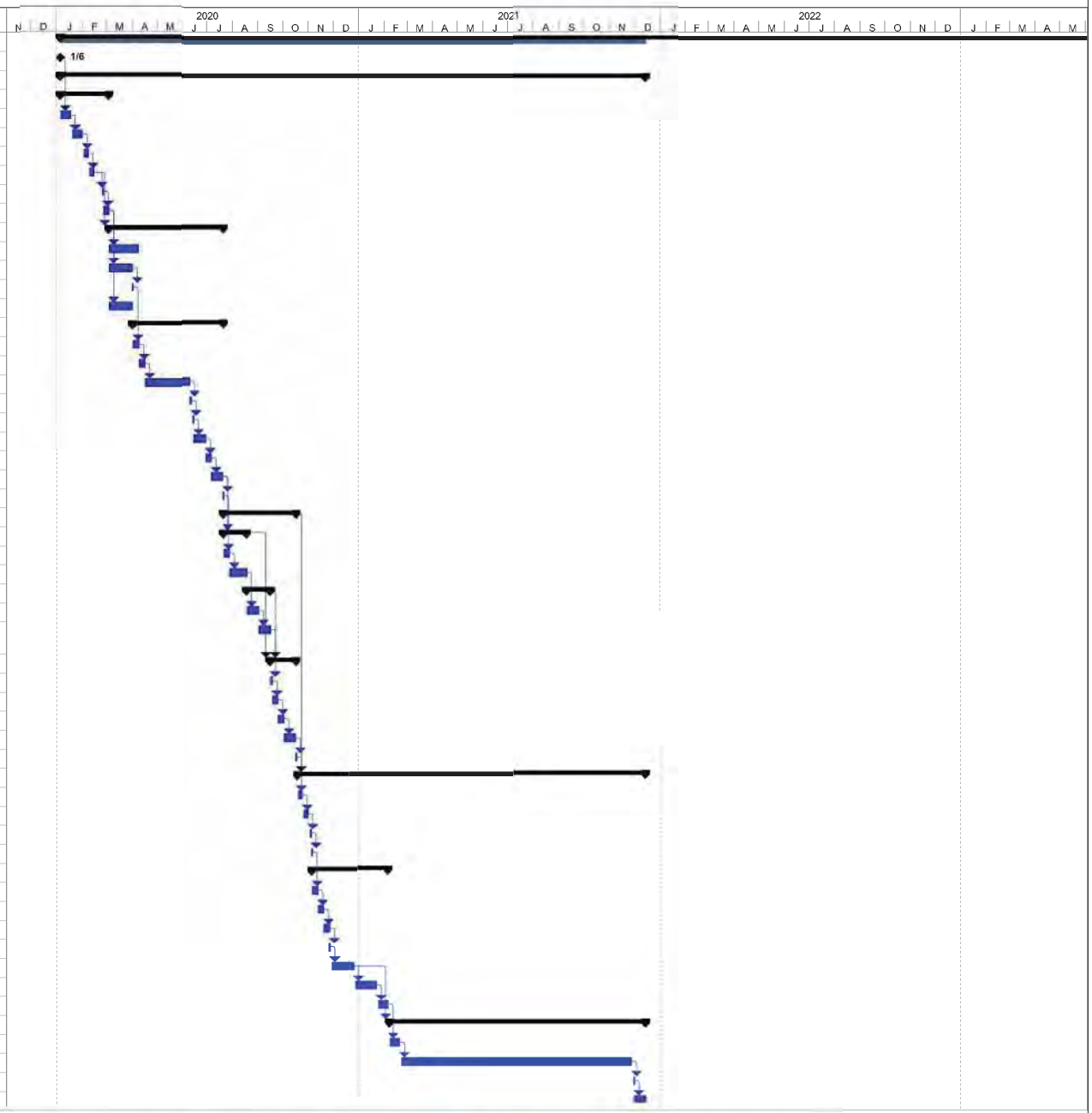
IH-35E-MAYHILL - UTILITY-RELOCATIONS

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

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

ID	Task Name	Duration	Start	Finish	Predec	Successors
1	**IH35E-Mayhill - Utility Relocations**	**3117 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	**IH-35E-MAYHILL-UTILITY-RELOCATIONS**	**506 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	2	6
6	Alignment Study Memorandum	2 wks	Mon 1/20/20	Fri 1/31/20	5	7
7	QAQC	1 wk	Mon 2/3/20	Fri 2/7/20	6	8
8	City Review	1 wk	Mon 2/10/20	Fri 2/14/20	7	11,9
9	Review Meeting	1 day	Tue 2/25/20	Tue 2/25/20	8	10
10	Revise Memorandum	1 wk	Wed 2/26/20	Tue 3/3/20	9	13,12,15
11	**Preliminary Design**	**100 days**	Wed 3/4/20	**Tue 7/21/20**	8	
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	10	14
14	Preliminary Site Visit	1 day	Wed 4/1/20	Wed 4/1/20	13	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	14	18
18	General Sheets	1 wk	Thu 4/9/20	Wed 4/15/20	17	19
19	Civil Sheets	8 wks	Thu 4/16/20	Wed 6/10/20	18	20
20	Prepare OPCC	2 days	Thu 6/11/20	Fri 6/12/20	19	21
21	Site Visit	1 day	Mon 6/15/20	Mon 6/15/20	20	22
22	QA/QC	2 wks	Tue 6/16/20	Mon 6/29/20	21	23
23	Revisions	1 wk	Tue 6/30/20	Mon 7/6/20	22	24
24	City Review	2 wks	Tue 7/7/20	Mon 7/20/20	23	27,25
25	Review Meeting	1 day	Tue 7/21/20	Tue 7/21/20	24	28
26	**Final Design**	**63 days**	**Wed 7/22/20**	**Fri 10/16/20**		**39**
27	**Prepare Plans**	**20 days**	**Wed 7/22/20**	**Tue 8/18/20**	**24**	**33**
28	General Sheets	1 wk	Wed 7/22/20	Tue 7/28/20	25	29
29	Civil Sheets	3 wks	Wed 7/29/20	Tue 8/18/20	28	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	29	32
32	Non-Standard Technical Specifications	2 wks	Wed 9/2/20	Tue 9/15/20	31	34
33	**90% Submittal**	**23 days**	**Wed 9/16/20**	**Fri 10/16/20**	**27,30**	
34	OPCC	2 days	Wed 9/16/20	Thu 9/17/20	32	35
35	QA/QC	1 wk	Fri 9/18/20	Thu 9/24/20	34	36
36	Revisions	1 wk	Fri 9/25/20	Thu 10/1/20	35	37
37	City Review	2 wks	Fri 10/2/20	Thu 10/15/20	36	38
38	Review Meeting	1 day	Fri 10/16/20	Fri 10/16/20	37	40
39	**Construction Doc Preparation**	**301 days**	**Mon 10/19/20**	**Mon 12/13/21**	**26**	
40	Plan Revisions	1 wk	Mon 10/19/20	Fri 10/23/20	38	41
41	Project Manual Revisions	1 wk	Mon 10/26/20	Fri 10/30/20	40	42
42	Final OPCC	2 days	Mon 11/2/20	Tue 11/3/20	41	43
43	Construction Doc Submittal	1 day	Wed 11/4/20	Wed 11/4/20	42	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	43	46
46	Pre-Bid Meeting	1 wk	Thu 11/12/20	Wed 11/18/20	45	47
47	Advertisement 2	1 wk	Thu 11/19/20	Wed 11/25/20	46	48
48	Bid Opening/Tabulation/Award Rec	2 days	Thu 11/26/20	Fri 11/27/20	47	49
49	PUB Recommendation	4 wks	Mon 11/30/20	Fri 12/25/20	48	52,50
50	Council Award	4 wks	Mon 12/28/20	Fri 1/22/21	49	51
51	Contract Doc Execution	2 wks	Mon 1/25/21	Fri 2/5/21	50	53
52	**Construction**	**221 days**	**Mon 2/8/21**	**Mon 12/13/21**	**49**	
53	Preconstruction Meeting	2 wks	Mon 2/8/21	Fri 2/19/21	51	54
54	Construction	10 mons	Mon 2/22/21	Fri 11/26/21	53	55
55	Final Walk Through	1 day	Mon 11/29/21	Mon 11/29/21	54	56
56	Record Drawings	2 wks	Tue 11/30/21	Mon 12/13/21	55	



Project: 2018-04_100996-Clear-Fork_LS
Date: Fri 10/25/19

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

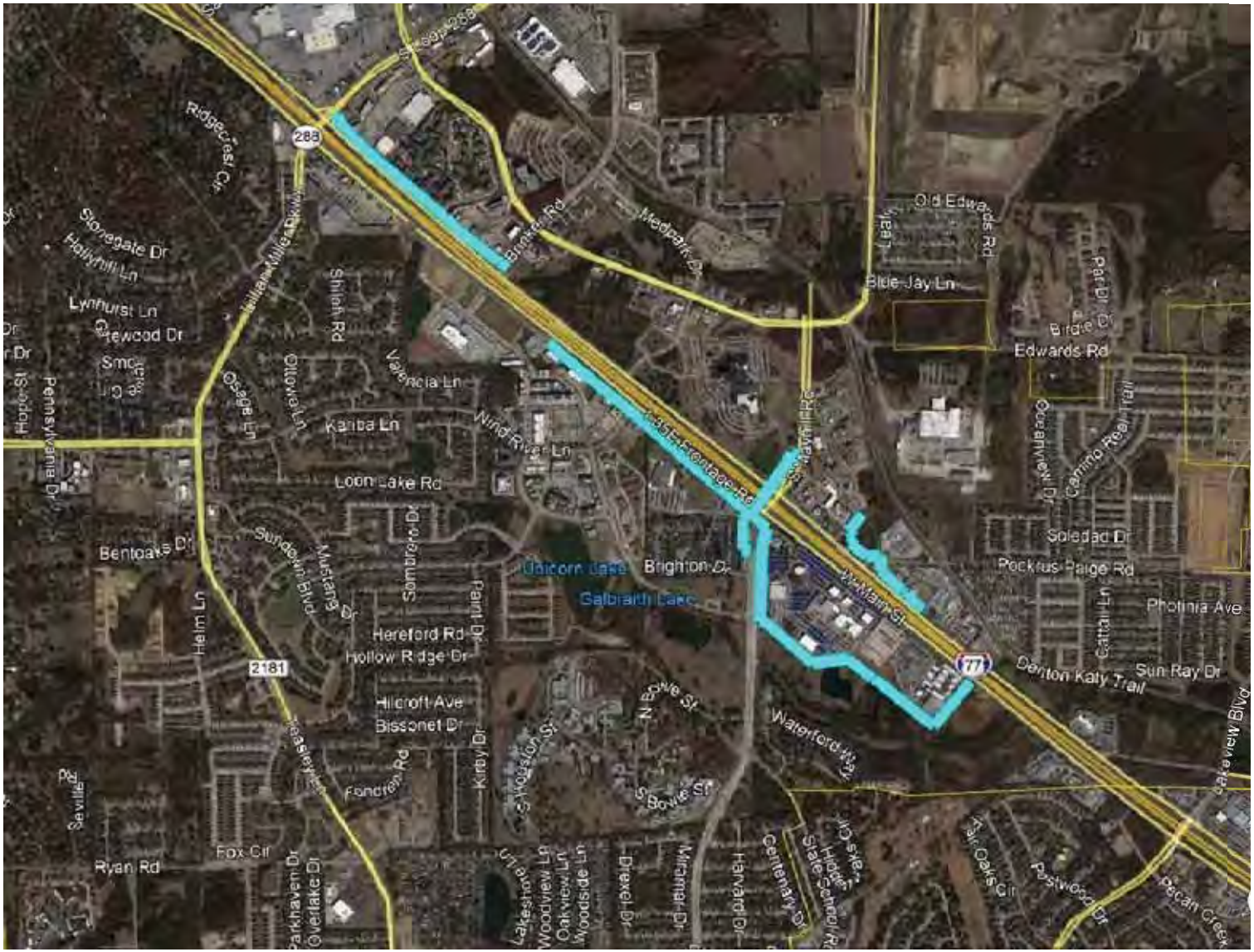
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ATTACHMENT "E"

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

Task Information	
Number:	**100**
Name:	**Design Mgmt**
Task Mgr:	

Task Description and Budgeting

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

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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:	**$**	**44,100**
Expenses:	**$**	**-**
Allocation:	**$**	**2,100**
TOTAL:	**$**	**46,200**

Task Information	
Number:	**200**
Name:	**Align Routing-Esmt ID**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Investigation														
i) Data Collection and Record Research				8	8								16	
ii) Site Investigation			8	8	8								24	
iii) Data Review w/ City			8	8	8								24	
b) Prelim Property & ROW Investigation				16	16								32	
c) Alt Alignment Tech Memo														
Memorandum Prep			4	4	16								24	
Easement Impacts			1	2									3	
Pavement Impacts			1	2									3	
OPCC			2	4	16								22	
Alignment Exhibit Preparation			2	4	30								36	
d) City Meeting Prep and Notes			4	6	7								17	
Subtotals:			30	62	109								201	$ -

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 P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
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		Geotech - CMJ						14	$ 17,000
d) Subsurface Utility Engineering			2	4		SUE - Rios						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

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:	**$**	**68,300**
Expenses:	**$**	**-**
Allocation:	**$**	**3,200**
TOTAL:	**$**	**71,500**

Task Information	
Number:	**202**
Name:	**Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) final design														
i) incorporate city comments ~ 40 shts		20	20	60	100								200	
ii) OPCC			2	4	8								14	
iii) ECP & Dtls			4	8	16								28	
iv) Div 00 & 01			2	4	8								14	
v) Abandonment Sheets			2	4	8								14	
vi) Tech Specs			1	2	6								9	
vIi) deliverables			2	4	8								14	
viiI) City review meeting			4	4	6								14	
Subtotals:		20	37	90	160								307	$ -

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:	**$**	**12,500**
Expenses:	**$**	**-**
Allocation:	**$**	**600**
TOTAL:	**$**	**13,100**

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

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
i) Contract Docs														
Project Manual Revisions			2	8	16	3							29	
Bid Plan Revisions			4	8	16	3							31	
Subtotals:			6	16	32	6							60	$ -

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

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

Task Description and Budgeting

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

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

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

Task Description and Budgeting

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

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:	**$**	**8,700**
Expenses:	**$**	**-**
Allocation:	**$**	**400**
TOTAL:	**$**	**9,100**

Task Information	
Number:	**206**
Name:	**Record Drawings**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
Record Drawings Prep			2	12	25	3							42	
Subtotals:			2	12	25	3							42	$ -

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

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

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) TxDOT UIR Permit			2	8	8								18	
b) Coordinate Utility Agreement w/TxDOT			4	20	24								48	
c) Franchise Utility Coordination			4	20	13								37	
Subtotals:			10	48	45								103	$ -

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

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

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Subtotal (Hrs)	Expenses ($)
Schematic Property Research				6	20								26	
Topographic Survey				20	60		Field Work - KAZ Surveying						80	$ 52,500
Easements (35)				62	143								205	
Subtotals:				88	223								311	$ 52,500

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

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

Task Description and Budgeting

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

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

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

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

Task Description and Budgeting

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

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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

DS
LH

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

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.

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

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"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Todd Hileman
E7F5C771EAD2454...
TODD HILEMAN, CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

By: DocuSigned by: Rosa Rios
1C5CA8C5E175493...

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Glenn Mary Sr. Vice Presedent
EBB4642294C8424...
AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn
02051D0D427E4E5...

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

DocuSigned by: Terrance Naulty
B0F331381D69478...
SIGNATURE

Terrance Naulty
PRINTED NAME

Interim Director Water/Wastewater
TITLE

Water/Wastewater Utilities
DEPARTMENT

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

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

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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**

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
B6F331381089478...

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**

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

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.

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

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: Sara Hensley 5236DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

By: DocuSigned by: Rosa Rios 1C5CA8C5E175493...

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

By: DocuSigned by: Marcella Lunn 02051D0D427E4E5...

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

DocuSigned by: Stephen D. Gay FEB48BB9726E4A9...
SIGNATURE

Stephen D. Gay
PRINTED NAME

Director, Water Utilities
TITLE

Water Utilities
DEPARTMENT

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

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

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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.

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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.

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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:_____

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Sep 1, 2020

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

Task Budget Summary

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

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

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

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

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

Task Effort Summary		
Labor:	**$**	**2,700**
Expenses:	**$**	**-**
Allocation:	**$**	**200**
TOTAL:	**$**	**2,900**

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

Task Description and Budgeting

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

Kimley»Horn

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

Task Information	
Number:	**201**
Name:	**WL-Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
P&P ~ 2 Sheets (2/4/8/16)		1	8	16	32								57	
Erosion Control Sheets				4	8								12	
SUE				2	4								6	
Meetings			4	8	8								20	
OPCC				2	4								6	
Subtotals:		1	12	32	56								101	$ -

Task Subtotals ($000's)

	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3								Lbr	Expenses ($)
Cost:	0.1	0.9	1.6	2.0								4.6	$ -
Effort:	0.3	3.3	7.7	11.5								22.8	$ -

Kimley»Horn

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:	**$**	**10,600**
Expenses:	**$**	**-**
Allocation:	**$**	**500**
TOTAL:	**$**	**11,100**

Task Information	
Number:	**202**
Name:	**WL-Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional								Subtotal	
		P8	P7	P5	P3								(Hrs)	Expenses ($)
P&P ~ 2 Sheets (1/2/4/8)		2	4	8	16								30	
Erosion Control Sheets				1	1								2	
Meetings			2	4	4								10	
OPCC				2	2								4	
Subtotals:		2	6	15	23								46	$ -

Task Subtotals ($000's)

	Lbr	Expenses ($)
Cost:	2.2	$ -
Effort:	10.5	$ -

Kimley»Horn

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

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

Task Description and Budgeting

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

Kimley»Horn

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 P5	Professional P3											Subtotal (Hrs)	Expenses ($)
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

Kimley»Horn

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

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

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

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.

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

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

☐ Utility Joint Use Agreement (ROW–U–JUA)

☒ Utility Installation Review/Permit Number: DAL20210118130643

DS DP Initial 1/17/2023 Date TxDOT

Initial 11/7/22 Date Utility

Approval Form
Online version 11/2005

APPROVAL

To David Brown
City of Denton Water Utilities
901 A Texas St
Denton, TX 76209

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

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

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

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

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

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

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

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

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

Texas Department of Transportation
By Justin Braudrick
Title Utility Coordinator
District Dallas

Construction of Highway Crossing by Bore

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

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

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

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

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

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

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

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

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

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

Water & Sanitary Sewer Lines

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

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

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

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

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

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

   The depth of cover for crossings shall be twenty-four (24) inches for non-plastic pipe and thirty (30) inches for plastic pipe under ditches. The encasement pipe must be a minimum of eighteen (18) inches or ½ the diameter of the pipe, whichever is greater, below the bottom of the pavement structure.

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

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

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

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

General Utility Installations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trench Excavation and Pit Location

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

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

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

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

2. TRENCHING - Longitudinal installations must be placed as near a uniform alignment to the right of way line as possible. Trenching machine or backhoe may be used. A backhoe will be required if a uniform alignment can't be maintained by use of a trenching machine.

3. SAFETY CLEAR ZONE DISTANCES - Minimum clear zone distances required for trench excavations and bore pit locations are as follows:

For UNCURBED Highways

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

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

For CURBED Highways

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

Backfill Specifications

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

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

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

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

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

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

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

Form 1082 Additional Page 3

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

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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%

DP 1/17/2023
Initial Date
TxDOT

Initial 1/19/22 Date
Utility

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "G"
Betterment Calculation and Estimate

☒ Elective Betterment Ratio established: 4.8307 %
(Calculation attached and justification below)

☒ Forced Betterment
(Provide supporting documentation)

☐ Not Applicable

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

Initial 1/17/2023 Date
TxDOT

Initial 12/21/22 Date
Utility

Attachment G: Forced Betterment

Water Comparison HDPE to DIP

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

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

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

HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE

JM Eagle

DELIVERING GOOD WATER TO YOU

SUBMITTAL AND DATA SHEET

HDPE DUCTILE IRON OUTSIDE DIAMETER PRESSURE PIPE

PIPE SIZE (IN)	AVG O.D. (IN)	DR 7 (335 psi) MIN. T. (IN)	DR 7 (335 psi) AVG I.D. (IN)	DR 7 (335 psi) WGT (LBS/FT)	DR 9 (250 psi) MIN. T. (IN)	DR 9 (250 psi) AVG I.D. (IN)	DR 9 (250 psi) WGT (LBS/FT)	DR 11 (200 psi) MIN. T. (IN)	DR 11 (200 psi) AVG I.D. (IN)	DR 11 (200 psi) WGT (LBS/FT)
4	4.800	0.686	3.346	3.87	0.533	3.670	3.13	0.436	3.876	2.62
6	6.900	0.986	4.868	7.99	0.767	5.274	6.46	0.627	5.571	5.41
8	9.050	1.293	6.309	13.75	1.006	6.917	11.12	0.823	7.305	9.32
10	11.100	1.586	7.738	20.68	1.233	8.486	16.72	1.009	8.961	14.01
12	13.200	1.886	9.202	29.25	1.467	10.090	23.65	1.200	10.656	19.82
14	15.300	2.186	10.666	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.

Ductile Iron Pipe Inside Diameter Chart

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

U.S. PIPE
A Forterra Company

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

Attachment G- Elective Betterment

City of Denton **Reimbursable Cost Estimate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

US DP

1/17/2023
Date
TxDOT

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.

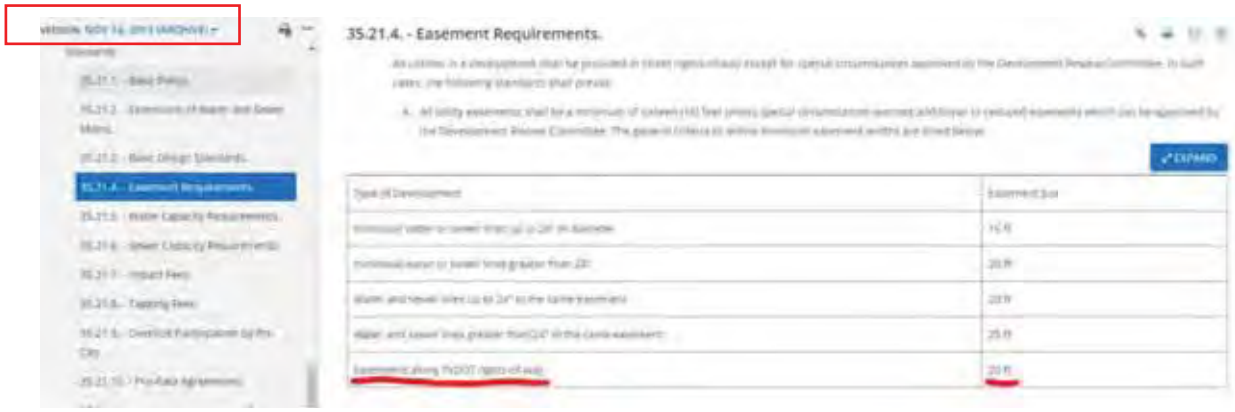
C. Dead-end easements are not acceptable unless approved for special circumstances by the Development Review Committee.

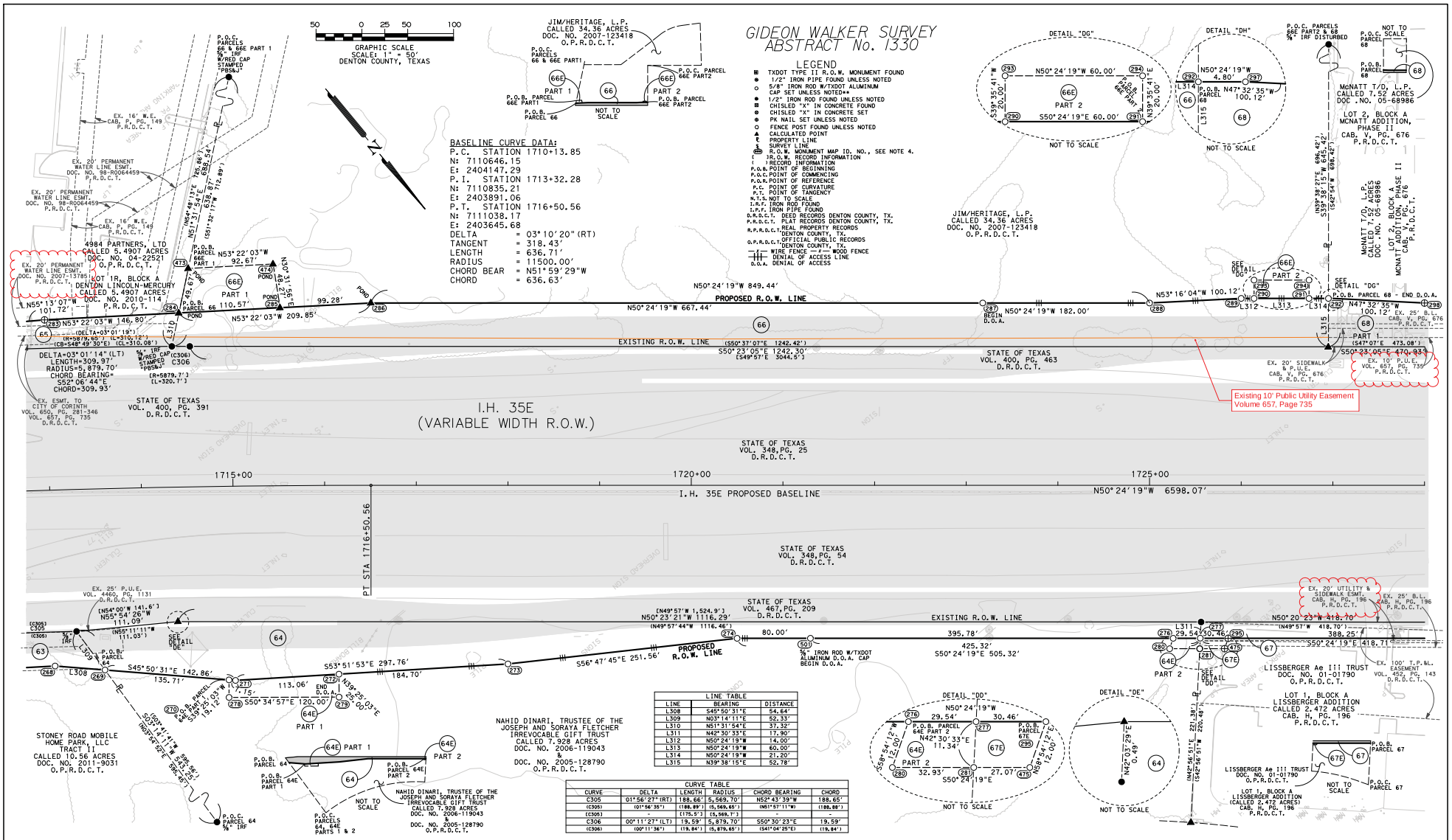
D. Fences within utility easements are prohibited.

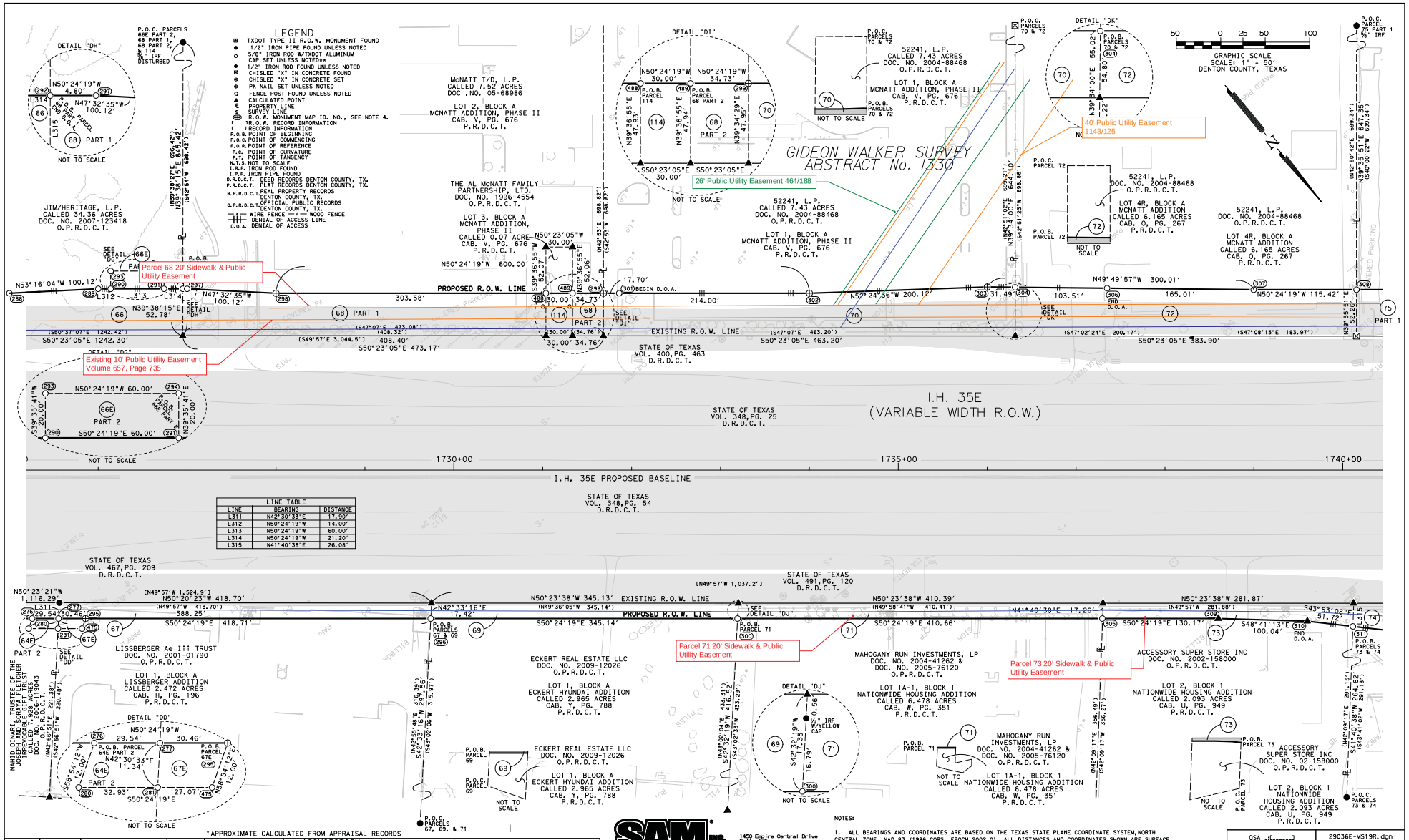
1. No fences will be allowed to be built that cross dedicated utility easements.
2. Any existing fence that crosses dedicated utility easements that conflict with the purpose and intent of the easement may be removed by the City at any time.
3. The City is under no obligation to repair or replace any 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.




GIDEON WALKER SURVEY
ABSTRACT No. 1330
GRAPHIC SCALE
SCALE: 1" = 50'
DENTON COUNTY, TEXAS
LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID, NO., SEE NOTE 4.
TXDOT R.O.W. RECORD INFORMATION
RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
BASELINE CURVE DATA:
P.C. STATION 1710+13.85
N: 7110646.15
E: 2404147.29
P.I. STATION 1713+32.28
N: 7110835.21
E: 2403891.06
P.T. STATION 1716+50.56
N: 7111038.17
E: 2403645.68
DELTA = 03°10'20" (RT)
TANGENT = 318.43'
LENGTH = 636.71'
RADIUS = 11500.00'
CHORD BEAR = N51°59'29"W
CHORD = 636.63'
4984 PARTNERS, LTD
CALLED 5.4907 ACRES
DOC. NO. 04-22521
O.P.R.D.C.T.
LOT 1R, BLOCK A
DENTON LINCOLN-MERCURY
CALLED 5.4907 ACRES
DOC. NO. 2010-114
P.R.D.C.T.
JIM/HERITAGE, L.P.
CALLED 34.36 ACRES
DOC. NO. 2007-123418
O.P.R.D.C.T.
McNATT T/D, L.P.
CALLED 7.52 ACRES
DOC. NO. 05-68986
LOT 2, BLOCK A
McNATT ADDITION, PHASE II
CAB. V, PG. 676
P.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 391
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 463
D.R.D.C.T.
STATE OF TEXAS
VOL. 348, PG. 25
D.R.D.C.T.
STATE OF TEXAS
VOL. 348, PG. 54
D.R.D.C.T.
STATE OF TEXAS
VOL. 467, PG. 209
D.R.D.C.T.
I.H. 35E
(VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
PT STA 1716+50.56
1715+00
1720+00
1725+00
N50°24'19"W 6598.07'
N50°24'19"W 849.44'
N50°24'19"W 667.44'
N50°24'19"W 182.00'
N53°16'04"W 100.12'
S50°23'05"E 470.93'
S50°24'19"E 418.71'
S50°24'19"E 505.32'
S50°24'19"E 395.78'
N50°23'21"W 1116.29'
S56°47'45"E 251.56'
S53°51'53"E 297.76'
S45°50'31"E 142.86'
N53°22'03"W 209.85'
N53°22'03"W 146.80'
N55°13'07"W 101.72'
DELTA=03°01'14" (LT)
LENGTH=309.97
RADIUS=5,879.70'
CHORD BEARING=
S52°06'44"E
CHORD=309.93'
Existing 10' Public Utility Easement
Volume 657, Page 735
STONEY ROAD MOBILE HOME PARK, LLC
TRACT II
CALLED 10.56 ACRES
DOC. NO. 2011-9031
O.P.R.D.C.T.
NAHID DINARI, TRUSTEE OF THE JOSEPH AND SORAYA FLETCHER IRREVOCABLE GIFT TRUST
CALLED 7.928 ACRES
DOC. NO. 2006-119043
&
DOC. NO. 2005-128790
O.P.R.D.C.T.
LISSBERGER Ae III TRUST
DOC. NO. 01-01790
O.P.R.D.C.T.
LOT 1, BLOCK A
LISSBERGER ADDITION
CALLED 2.472 ACRES
CAB. H, PG. 196
P.R.D.C.T.
LOT 1, BLOCK A
LISSBERGER ADDITION
(CALLED 2.472 ACRES)
CAB. H, PG. 196
P.R.D.C.T.
DETAIL "DD"
DETAIL "DE"
DETAIL "DG"
DETAIL "DH"
NOT TO SCALE
LINE TABLE
LINE | BEARING | DISTANCE
L308 | S45°50'31"E | 54.64'
L309 | N03°14'11"E | 52.33'
L310 | N51°31'54"E | 37.32'
L311 | N42°30'33"E | 17.90'
L312 | N50°24'19"W | 14.00'
L313 | N50°24'19"W | 60.00'
L314 | N50°24'19"W | 21.20'
L315 | N39°38'15"E | 52.78'
CURVE TABLE
CURVE | DELTA | LENGTH | RADIUS | CHORD BEARING | CHORD
C305 | 01°56'27" (RT) | 188.66' | 5,569.70' | N52°43'39"W | 188.65'
(C305) | (01°56'35") | (188.89') | (5,569.65') | (N51°57'11"W) | (188.88')
(C305) | -- | (175.5') | (5,569.7') | | |
C306 | 00°11'27" (LT) | 19.59' | 5,879.70' | S50°30'23"E | 19.59'
(C306) | (00°11'36") | (19.84') | (5,879.65') | (S41°04'25"E) | (19.84')
PARCEL NO. | DEED ACREAGE | PROPERTY OWNER | TYPE OF CONV. | CONVEYANCE DOCUMENT NO. | ACQUISITION PROP. ℄ STATIONS FROM | TO | ACQUIRED SQ FT (ACRES) | APPROXIMATE REMAINDER LEFT | RIGHT
64E PART1 | 7.928 | NAHID DINARI, TRUSTEE OF THE JOSEPH AND SORAYA FLETCHER IRREVOCABLE GIFT TRUST | | | 1714+92.54 | 1716+15.00 | 2,591 SQ FT (0.059 AC) | | 7.869
64E PART2 | 7.928 | NAHID DINARI, TRUSTEE OF THE JOSEPH AND SORAYA FLETCHER IRREVOCABLE GIFT TRUST | | | 1725+21.81 | 1725+55.32 | 354 SQ FT (0.008 AC) | | 7.920
65 | 5.4907 | 4984 PARTNERS, LTD. | | | 1710+44.47 | 1714+44.38 | 11,841 SQ FT (0.272 AC) | 5.219 |
66 | 34.36 | JIM/HERITAGE, L.P. | | | 1714+44.38 | 1726+95.20 | 59,367 SQ FT (1.363 AC) | 32,997 |
66E PART1 | 34.36 | JIM/HERITAGE, L.P. | | | 1714+44.38 | 1715+53.05 | 4,878 SQ FT (0.112 AC) | 34,248 |
66E PART2 | 34.36 | JIM/HERITAGE, L.P. | | | 1726+14.00 | 1726+74.00 | 1,200 SQ FT (0.028 AC) | 34,332 |
67 | 2.472 | LISSBERGER Ae III TRUST | | | 1725+55.32 | 1729+74.03 | 7,385 SQ FT (0.170 AC) | | 2.302
67E | 2.472 | LISSBERGER Ae III TRUST | | | 1725+54.74 | 1725+85.78 | 326 SQ FT (0.007 AC) | | 2.465
†APPROXIMATE CALCULATED FROM APPRAISAL RECORDS
SAM, LLC
SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive
Suite 175
Dallas, Texas 75247
(214) 631-7888
Fax (214) 631-7103
REVISIONS
07/18/2012 REVISE D.O.A. LINES
NOTES:
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4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.
RIGHT OF WAY WIDENING PROJECT
QSA -x(_____)
29036E-MS18R.dgn
RF - ----------
FED.RD. DIV.NO.
FEDERAL AID PROJECT NO.
SHEET NO.
18
STATE | DIST. | COUNTY
TEXAS | 18 | DENTON
CONT. | SECT. | JOB | HIGHWAY NO.
0196 | 01 | 100 | IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L311	N42°30'33"E	17.90'
L312	N50°24'19"W	14.00'
L313	N50°24'19"W	60.00'
L314	N50°24'19"W	21.20'
L315	N41°40'38"E	26.08'

† APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
68 PART 1	7.52	McNATT T/D, L.P.			1726+95.20	1731+03.58	19,816 SQ FT (0.455 AC)	7.027	
68 PART 2	7.52	McNATT T/D, L.P.			1731+33.58	1731+68.30	1,666 SQ FT (0.038 AC)		
114	0.07	THE AL McNATT FAMILY PARTNERSHIP, LTD.			1731+03.58	1731+33.58	1,438 SQ FT (0.033 AC)	0.037	
69	2.965	ECKERT REAL ESTATE LLC			1729+74.03	1733+19.17	5,992 SQ FT (0.138 AC)		2.827
70	7.43	52241, L.P.			1731+68.30	1736+31.49	23,164 SQ FT (0.532 AC)	6.898	
71	6.478	MAHOGANY RUN INVESTMENTS, LP			1733+19.17	1737+29.83	7,097 SQ FT (0.163 AC)		6.315
72	6.165	52241, L.P.			1736+31.49	1740+15.42	20,396 SQ FT (0.468 AC)	5.697	
73	2.093	ACCESSORY SUPER STORE INC			1737+29.83	1740+11.38	5,310 SQ FT (0.122 AC)		1.971

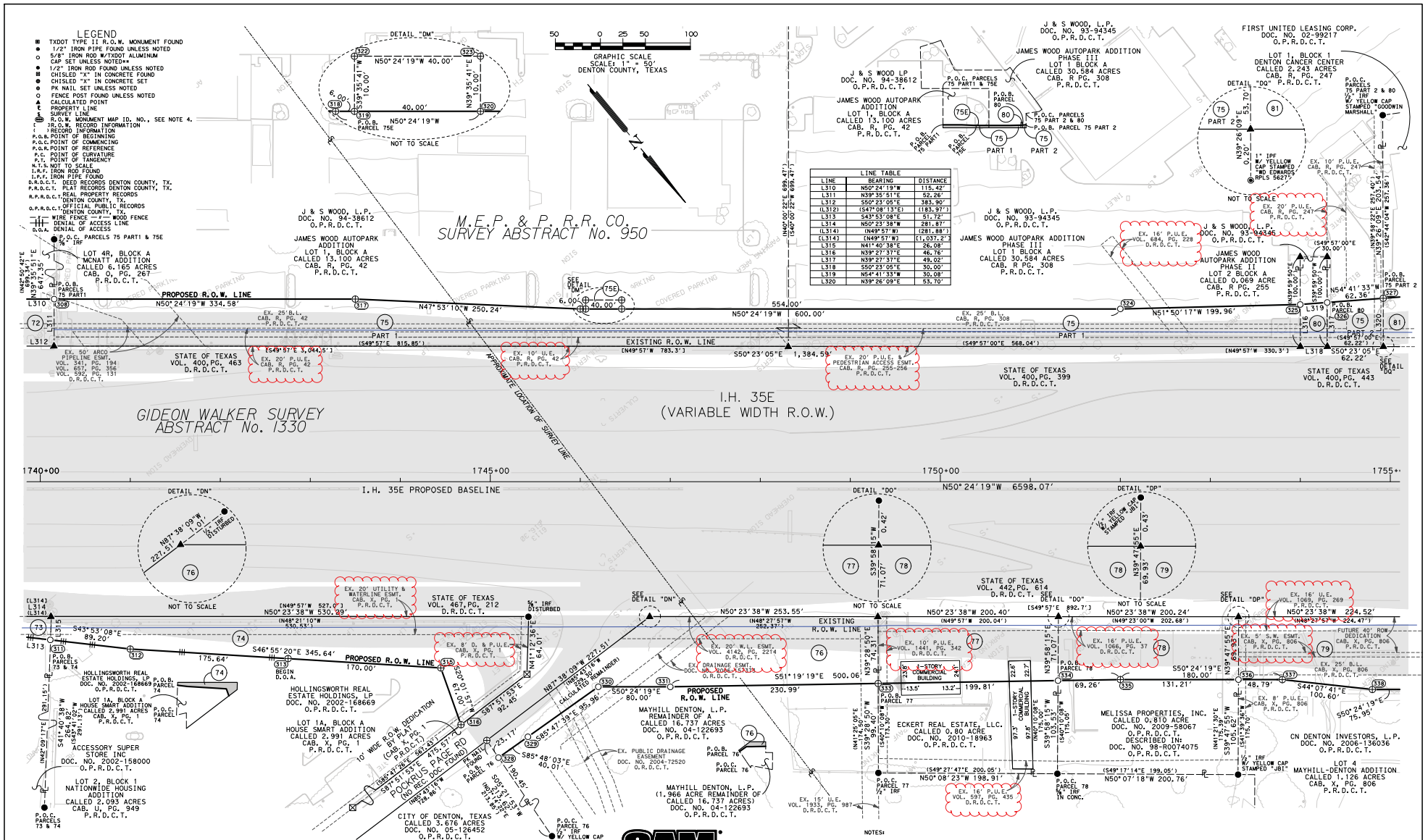
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REVISIONS
07/18/2012 REVISE D.O.A. LINES

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4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -#_____-		29036E-MS19R.dgn	
RF - ----------			
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.		SHEET NO.
			19
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



†APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
74	3.086	HOLLINGSWORTH REAL ESTATE HOLDINGS, LP			1740+11.38	1744+67.43	27,641 SQ FT (0.635 AC)	-	2,451
75 PART 1	43.684	J & S WOOD, L.P.			1740+15.42	1753+99.90	63,025 SQ FT (1.447 AC)	-	-
75 PART 2	43.684	J & S WOOD, L.P.			1754+29.89	1754+92.08	3,195 SQ FT (0.073 AC)	42.164	-
75E	43.684	J & S WOOD, L.P.			1746+06.00	1746+46.00	400 SQ FT (0.009 AC)	43.675	-
76	1.966	MAYHILL DENTON, L.P.			1745+09.15	1749+30.97	26,302 SQ FT (0.604 AC)	-	1,362
77	0.80	ECKERT REAL ESTATE, LLC.			1749+30.97	1751+30.75	14,544 SQ FT (0.334 AC)	-	0.466
78	0.810	MELISSA PROPERTIES, INC.			1751+30.75	1753+31.21	14,051 SQ FT (0.323 AC)	-	0.487
79	1.126	CN DENTON INVESTORS, L.P.			1753+31.21	1755+55.95	17,088 SQ FT (0.392 AC)	-	0.734
80	0.069	J & S WOOD, L.P.			1753+99.90	1754+29.89	1,437 SQ FT (0.033 AC)	0.036	-

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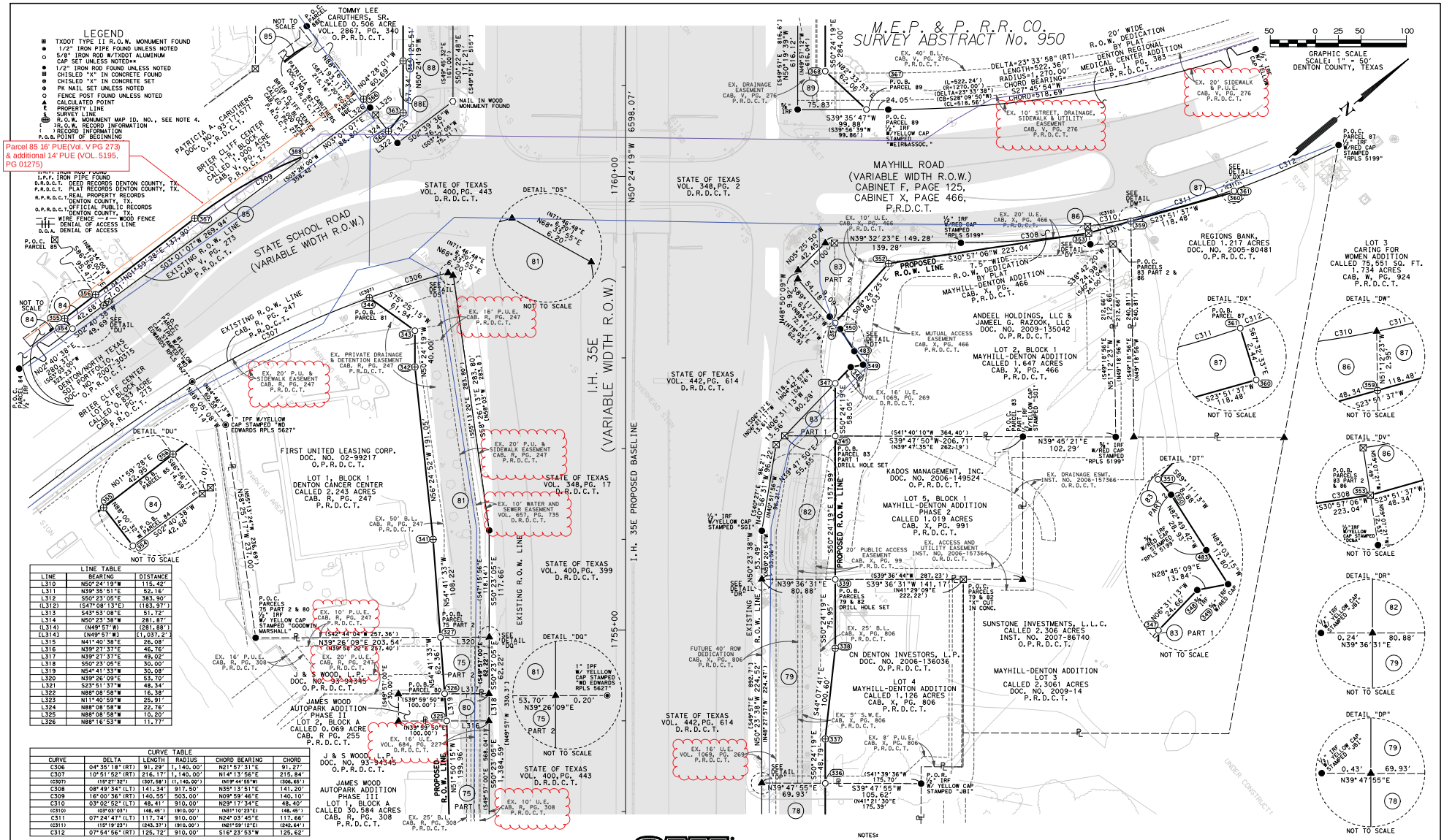
REVISIONS
07/18/2012 REVISE D.O.A. LINES

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4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -#_____	29036E-MS20R.dgn	
RF -		
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO. 20
STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L310	N50°24'19"W	115.42'
L311	N39°35'51"E	62.16'
L312	S50°23'05"E	383.90'
(L312)	(S47°08'13"E)	(183.97')
L313	S43°53'08"E	51.72'
L314	N50°23'38"W	281.87'
(L314)	(N49°57'W)	(281.88')
(L314)	(N49°57'W)	(1,037.2')
L315	N41°40'38"E	26.08'
L316	N39°27'37"E	46.76'
L317	N39°27'37"E	49.02'
L318	S50°23'05"E	30.00'
L319	N54°41'33"W	30.08'
L320	N39°26'09"E	53.70'
L321	S23°51'37"W	48.34'
L322	N88°08'58"W	16.38'
L323	N11°40'59"W	25.91'
L324	N88°08'58"W	22.76'
L325	N88°08'58"W	10.20'
L326	N88°16'53"W	11.77'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C306	04°35'18"(RT)	91.29'	1,140.00'	N21°57'31"E	91.27'
C307	10°51'52"(RT)	216.17'	1,140.00'	N14°13'56"E	215.84'
(C307)	(10°27'32")	(207.58')	(1,140.00')	(N19°44'55"W)	(206.65')
C308	08°49'34"(LT)	141.34'	917.50'	N35°13'51"E	141.20'
C309	16°00'36"(RT)	140.55'	503.00'	N09°59'46"E	140.10'
C310	03°02'52"(LT)	48.41'	910.00'	N29°17'34"E	48.40'
(C310)	(03°03'03")	(48.45')	(910.00')	(N31°10'23"E)	(48.45')
C311	07°24'47"(LT)	117.74'	910.00'	N24°03'45"E	117.66'
(C311)	(15°19'23")	(243.37')	(910.00')	(N21°59'12"E)	(242.64')
C312	07°54'56"(RT)	125.72'	910.00'	S16°23'53"W	125.62'

† APPRAISAL CALCULATED FROM RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
81	2.243	FIRST UNITED LEASING CORP.			1754+92.08	1758+66.25	23,836 SQ FT (0.547 AC)	1,696	-
82	1.019	KADOS MANAGEMENT, INC.			1755+55.95	1757+13.95	11,835 SQ FT (0.272 AC)	-	0.747
83 PART 1	1.647	ANDEEL HOLDINGS, LLC & JAMEEL G. RAZOOK, LLC			1757+13.95	1757+72.00	1,615 SQ FT (0.037 AC)		1.444
83 PART 2	1.647	ANDEEL HOLDINGS, LLC & JAMEEL G. RAZOOK, LLC			1758+38.55	1759+37.56	7,250 SQ FT (0.166 AC)	-	-
83AC	1.647	ANDEEL HOLDINGS, LLC & JAMEEL G. RAZOOK, LLC			1757+72.00	1758+38.55		-	-
84	0.833	DENTON/NORTH TEXAS DEVELOPMENT PORTFOLIO, LTD			1758+32.23	1758+69.58	614 SQ FT (0.014 AC)	0.819	-
85	1.000	BRIER CLIFF CENTER			1758+69.58	1760+22.93	3,818 SQ FT (0.088 AC)	0.912	-
86	2.306	SUNSTONE INVESTMENTS, L.L.C.			1759+37.56	1759+50.67	240 SQ FT (0.006 AC)	-	2.300
87	1.217	REGIONS BANK			1759+50.67	1759+85.13	163 SQ FT (0.004 AC)	-	1.213
88E	0.506	TOMMY LEE CARUTHERS, SR.			1760+49.78	1761+27.34	1,813 SQ FT (0.042 AC)	0.464	-

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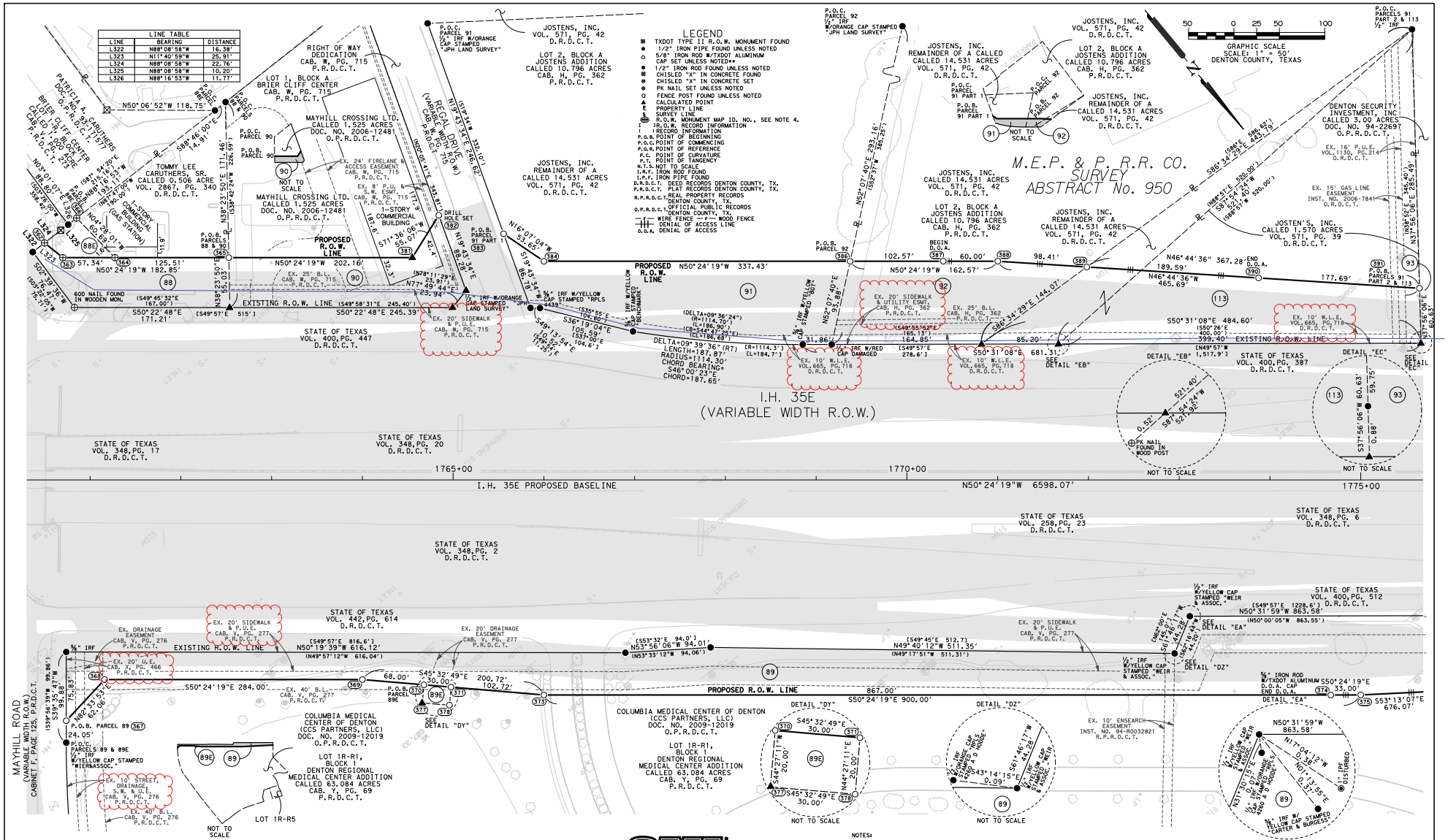
REVISIONS
07/18/2012 REVISE D.O.A. LINES

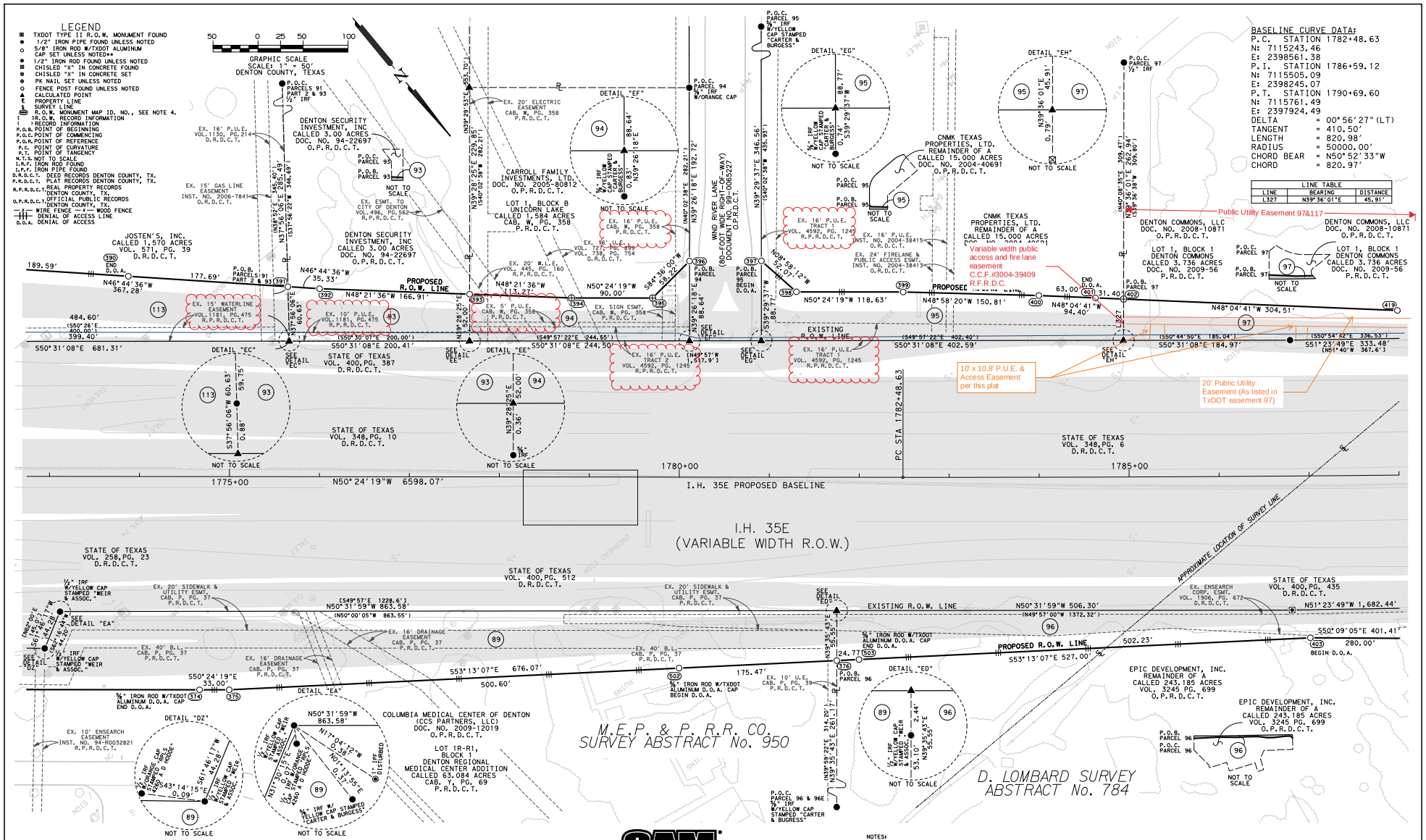
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4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -[_____]	29036E-MS21R.dgn	
RF - [_____]		
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO. 21
STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E


LINE TABLE
LINE | BEARING | DISTANCE
L322 | N88°08'58"W | 16.38'
L323 | N11°40'59"W | 25.91'
L324 | N88°08'58"W | 22.76'
L325 | N88°08'58"W | 10.20'
L326 | N88°16'53"W | 11.77'
LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED*M
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
IRO.N. RECORD INFORMATION
( ) RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE
WOOD FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
GRAPHIC SCALE
SCALE: 1" = 50'
DENTON COUNTY, TEXAS
M.E.P. & P.R.R. CO. SURVEY
ABSTRACT No. 950
I.H. 35E
(VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
MAYHILL ROAD
(VARIABLE WIDTH R.O.W.)
CABINET F, PAGE 125, P.R.D.C.T.
TOMMY LEE CARUTHERS, SR. CALLED 0.506 ACRE VOL. 2867, PG. 340 D.R.D.C.T.
PATRICIA A. CARUTHERS CALLED 0.506 ACRE VOL. 2867, PG. 340 D.R.D.C.T.
BRIER CLIFF CENTER CAB. W, PG. 715 P.R.D.C.T.
LOT 1, BLOCK A BRIER CLIFF CENTER CAB. W, PG. 715 P.R.D.C.T.
RIGHT OF WAY DEDICATION CAB. W, PG. 715 P.R.D.C.T.
MAYHILL CROSSING LTD. CALLED 1.525 ACRES DOC. NO. 2006-12481 O.P.R.D.C.T.
MAYHILL CROSSING LTD. CALLED 1.525 ACRES DOC. NO. 2006-12481 O.P.R.D.C.T.
REGAL WOOD DRIVE (VARIABLE WIDTH R.O.W.) CAB. W, PG. 715 P.R.D.C.T.
JOSTENS, INC. VOL. 571, PG. 42 D.R.D.C.T.
LOT 2, BLOCK A JOSTENS ADDITION CALLED 10.796 ACRES CAB. H, PG. 362 P.R.D.C.T.
JOSTENS, INC. REMAINDER OF A CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTENS, INC. REMAINDER OF A CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTENS, INC. CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTENS, INC. REMAINDER OF A CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTEN'S, INC. CALLED 1.570 ACRES VOL. 571, PG. 39 D.R.D.C.T.
DENTON SECURITY INVESTMENT, INC. CALLED 3.00 ACRES DOC. NO. 94-22697 O.P.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 447 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 17 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 20 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 2 D.R.D.C.T.
STATE OF TEXAS VOL. 442,PG. 614 D.R.D.C.T.
STATE OF TEXAS VOL. 258,PG. 23 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 6 D.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 512 D.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 387 D.R.D.C.T.
COLUMBIA MEDICAL CENTER OF DENTON (CCS PARTNERS, LLC) DOC. NO. 2009-12019 O.P.R.D.C.T.
LOT 1R-R1, BLOCK 1 DENTON REGIONAL MEDICAL CENTER ADDITION CALLED 63.084 ACRES CAB. Y, PG. 69 P.R.D.C.T.
LOT 1R-R5
NOT TO SCALE
DETAIL "DY"
DETAIL "DZ"
DETAIL "EA"
DETAIL "EB"
DETAIL "EC"
EX. 20' SIDEWALK & P.U.E. CAB. W, PG. 715 P.R.D.C.T.
EX. 24' FIRELANE W ACCESS EASEMENT CAB. W, PG. 715 P.R.D.C.T.
EX. 8' P.U. & S.W. ESMT. CAB. W, PG. 715 P.R.D.C.T.
EX. 25' B.L. CAB. W, PG. 715 P.R.D.C.T.
EX. 20' SIDEWALK & P.U.E. CAB. W, PG. 715 P.R.D.C.T.
EX. 20' SIDEWALK & P.U.E. CAB. H, PG. 362 P.R.D.C.T.
EX. 25' B.L. CAB. H, PG. 362 P.R.D.C.T.
EX. 10' W.L.E. VOL. 665, PG. 718 D.R.D.C.T.
EX. 15' GAS LINE EASEMENT INST. NO. 2006-7841 O.R.D.C.T.
EX. 16' P.U.E. VOL. 1130, PG. 214 D.R.D.C.T.
EX. DRAINAGE EASEMENT CAB. V, PG. 276 P.R.D.C.T.
EX. 20' U.E. CAB. X, PG. 466 P.R.D.C.T.
EX. 10' STREET, DRAINAGE, S.W. & U.E. CAB. V, PG. 276 P.R.D.C.T.
EX. 40' B.L. CAB. V, PG. 276 P.R.D.C.T.
EX. 20' DRAINAGE EASEMENT CAB. V, PG. 277 P.R.D.C.T.
EX. 40' B.L. CAB. V, PG. 277 P.R.D.C.T.
EX. 20' SIDEWALK & P.U.E. CAB. V, PG. 277 P.R.D.C.T.
EX. 10' ENSEARCH EASEMENT INST. NO. 94-R0032821 R.P.R.D.C.T.
PROPOSED R.O.W. LINE
PROPOSED R.O.W. MONUMENT
DRILL HOLE SET
1/2" IRF W/ORANGE CAP STAMPED "JPH LAND SURVEY"
1/2" IRF W/RED CAP DAMAGED
1/2" IRF W/YELLOW CAP STAMPED "RPLS 5439"
1/2" IRF W/YELLOW CAP STAMPED "CARTER & BURGESS"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."
5/8" IRF W/YELLOW CAP STAMPED "WIER&ASSOC."
5/8" IRF W/ORANGE CAP STAMPED "JPH LAND SURVEY"
1/2" IRF W/ORANGE CAP STAMPED "JPH LAND SURVEY"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."
PK NAIL FOUND IN WOOD POST
60D NAIL FOUND IN WOODEN MON.
1/2" IRF W/YELLOW CAP STAMPED "RPLS 5439"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."
5/8" IRON ROD W/TXDOT ALUMINUM CAP STAMPED "CARTER & BURGESS"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."



† APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
93	3.00	DENTON SECURITY INVESTMENT, INC			1775+64.74	1777+66.80	11,243 SQ FT (0.258 AC)	2,742	
94	1.584	UNICORN LAKE, LTD.			1777+66.80	1780+11.17	12,744 SQ FT (0.293 AC)	1,291	
95	4.759 †	CNMK TEXAS PROPERTIES, LTD.			1780+90.96	1784+94.69	21,558 SQ FT (0.495 AC)	4,264	
96	34.057 †	EPIC DEVELOPMENT, INC.			1781+75.26	1803+61.86	89,013 SQ FT (2.043 AC)		32,014
97	3.736	DENTON COMMONS, LLC			1784+94.69	1789+81.54	18,236 SQ FT (0.419 AC)	3,317	

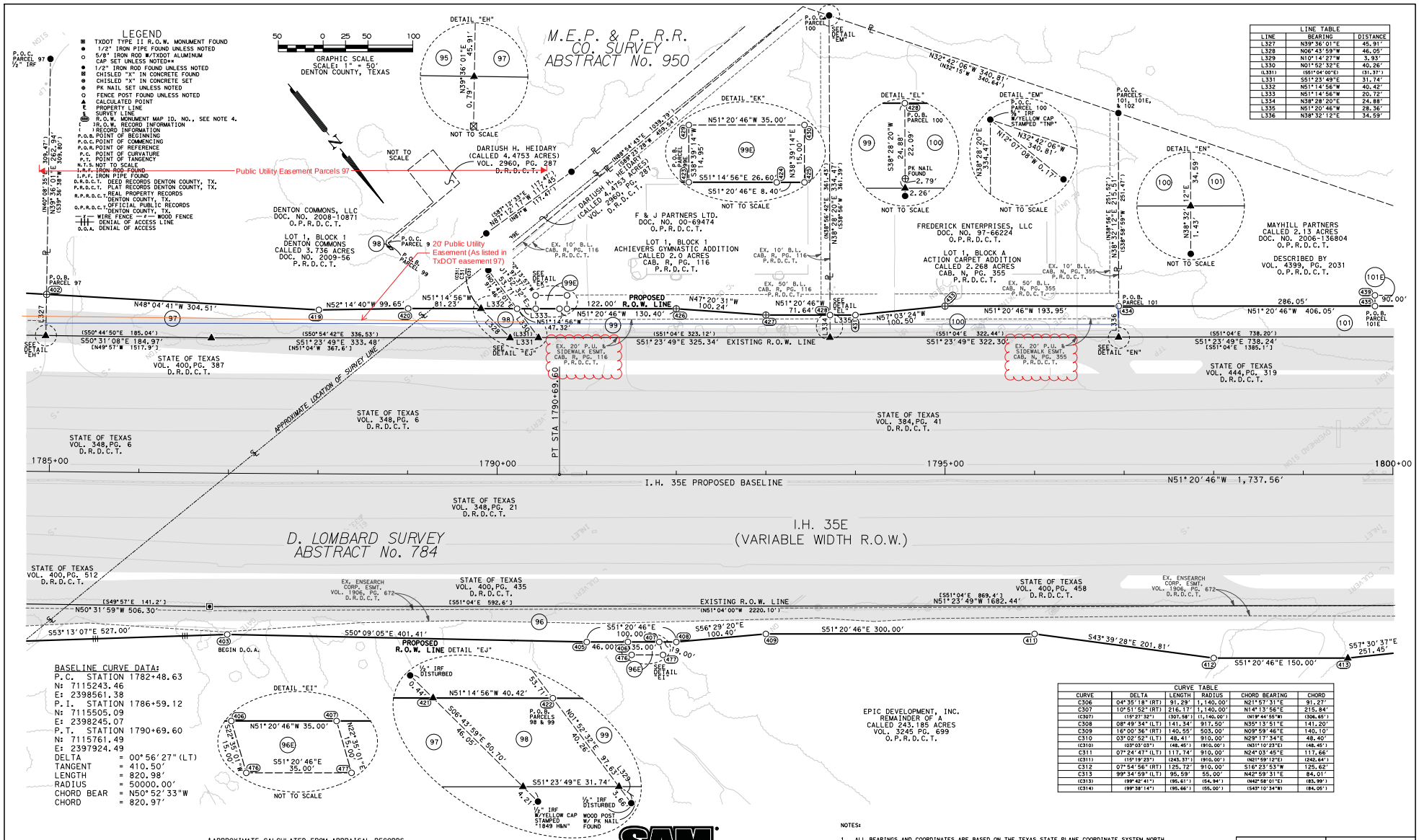
SAM, LLC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax (214) 631-7103

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

NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -[_____]		29036E-MS23R.dgn	
RF -			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO. 23
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L327	N39° 36' 01"E	45.91'
L328	N06° 43' 59"W	46.05'
L329	N10° 14' 27"W	5.93'
L330	N01° 52' 32"E	40.26'
(L331)	(S51° 04' 00"E)	(31.37')
L331	S51° 23' 49"E	31.74'
L332	N51° 14' 56"W	40.42'
L333	N51° 14' 56"W	20.72'
L334	N38° 28' 20"E	24.88'
L335	N51° 20' 46"W	28.36'
L336	N38° 32' 12"E	34.59'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C306	04° 35' 18" (RT)	91.29'	1,140.00'	N21° 57' 31"E	91.27'
C307	10° 51' 52" (RT)	216.17'	1,140.00'	N14° 13' 56"E	215.84'
(C307)	(15° 27' 32")	(307.58')	(1,140.00')	(N19° 44' 55"W)	(306.65')
C308	08° 49' 34" (LT)	141.34'	917.50'	N35° 13' 51"E	141.20'
C309	16° 00' 36" (RT)	140.55'	503.00'	N09° 59' 46"E	140.10'
C310	03° 02' 52" (LT)	48.41'	910.00'	N29° 17' 34"E	48.40'
(C310)	(03° 03' 03")	(48.45')	(910.00')	(N31° 10' 23"E)	(48.45')
C311	07° 24' 47" (LT)	117.74'	910.00'	N24° 03' 45"E	117.66'
(C311)	(15° 19' 23")	(243.37')	(910.00')	(N21° 59' 12"E)	(242.64')
C312	07° 54' 56" (RT)	125.72'	910.00'	S16° 23' 53"W	125.62'
C313	99° 34' 59" (LT)	95.59'	55.00'	N42° 59' 31"E	84.01'
(C313)	(99° 42' 41")	(95.61')	(54.94')	(N42° 58' 01"E)	(83.99')
(C314)	(99° 38' 14")	(95.66')	(55.00')	(S43° 10' 34"W)	(84.05')

† APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
96E	34.057 †	EPIC DEVELOPMENT, INC.			1791+46.00	1791+85.15	504 SQ FT (0.012 AC)		34.045
98	4.4753	DARIUSH H. HEIDARY			1789+81.54	1790+22.11	1,165 SQ FT (0.027 AC)	4.448	
99	2.0	F & J PARTNERS LTD.			1790+22.11	1793+71.64	9,953 SQ FT (0.228 AC)	1.772	
99E	2.0	F & J PARTNERS LTD.			1790+42.90	1790+78.00	524 SQ FT (0.012 AC)	1.988	
100	2.268	FREDERICK ENTERPRISES, LLC			1793+71.64	1796+93.95	10,412 SQ FT (0.239 AC)	2.029	
101	2.13	MAYHILL PARTNERS			1796+93.95	1803+51.39	22,898 SQ FT (0.526 AC)	1.604	
101E	2.13	MAYHILL PARTNERS			1799+80.00	1800+70.00	1,080 SQ FT (0.025 AC)	2.105	

SAM, INC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax: (214) 631-7103

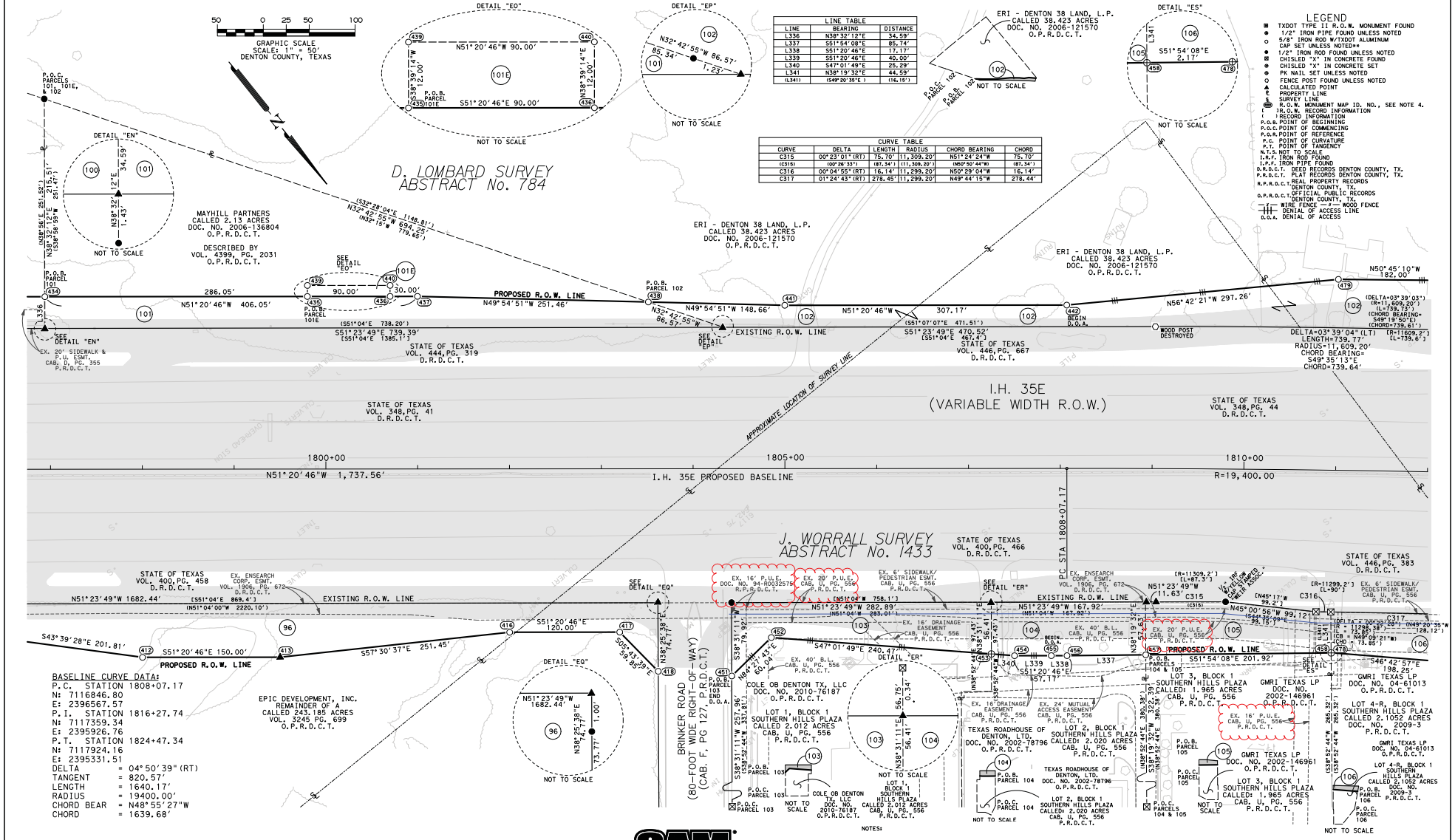
REVISIONS
07/18/2012 REVISE D.O.A. LINES

NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -[_____]	29036E-MS24R.dgn	
RF -		
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.	SHEET NO.
		24

STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L336	N38°32'12"E	34.59'
L337	S51°54'08"E	85.74'
L338	S51°20'46"E	17.17'
L339	S51°20'46"E	40.00'
L340	S47°01'49"E	25.29'
L341	N38°19'32"E	44.59'
(L341)	(S49°20'35"E)	(16.15')

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C315	00°23'01" (RT)	75.70'	11,309.20'	N51°24'24"W	75.70'
(C315)	(00°26'33")	(87.34')	(11,309.20')	(N50°50'44"W)	(87.34')
C316	00°04'55" (RT)	16.14'	11,299.20'	N50°29'04"W	16.14'
C317	01°24'43" (RT)	278.45'	11,299.20'	N49°44'15"W	278.44'

LEGEND
- TXDOT TYPE II R.O.W. MONUMENT FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
- 1/2" IRON ROD FOUND UNLESS NOTED
- CHISLED "X" IN CONCRETE FOUND
- CHISLED "X" IN CONCRETE SET
- PK NAIL SET UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- SURVEY LINE
- R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
- [R.O.W. RECORD INFORMATION
- (RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- N.T.S. NOT TO SCALE
- I.R.F. IRON ROD FOUND
- I.P.F. IRON PIPE FOUND
- D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
- R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
- WIRE FENCE / WOOD FENCE
- DENIAL OF ACCESS LINE
- D.O.A. DENIAL OF ACCESS

†APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
102	38.423	ERI - DENTON 38 LAND, L.P.			1803+51.39	1816+52.85	53,376 SQ FT (1.225 AC)	37,198	
103	2.012	COLE OB DENTON TX, LLC			1804+41.95	1807+24.78	13,875 SQ FT (0.319 AC)		1,765
104	2.020	TEXAS ROADHOUSE OF DENTON, LTD.			1807+24.78	1808+93.81	9,751 SQ FT (0.224 AC)		1,693
105	1.965	GMRI TEXAS LP			1808+93.81	1810+97.81	10,740 SQ FT (0.247 AC)		1,718
106	2.1052	GMRI TEXAS LP			1810+97.81	1813+69.07	14,156 SQ FT (0.325 AC)		1,780

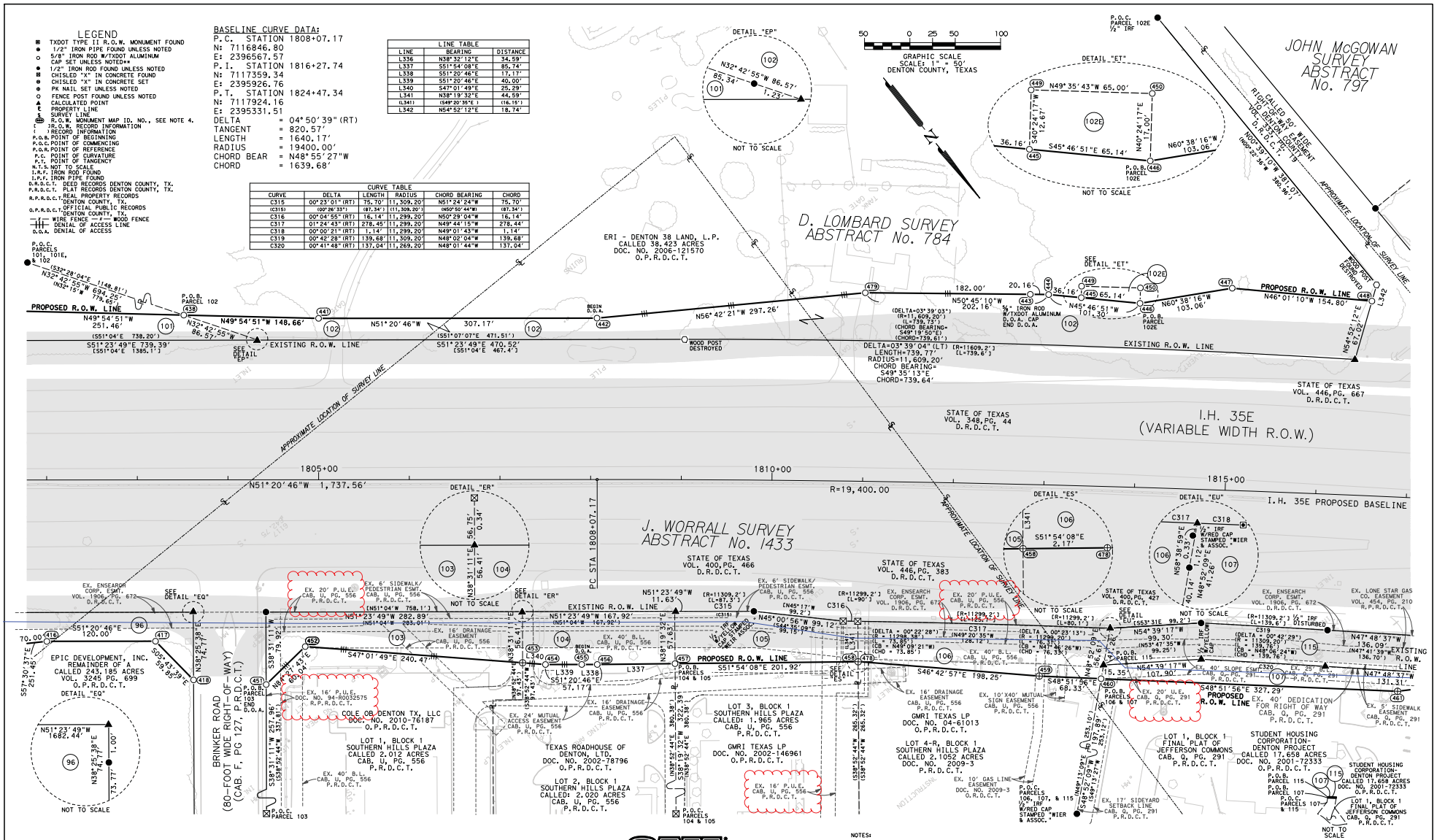
SAM, INC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive
Suite 175
Dallas, Texas 75247
(214) 631-7888
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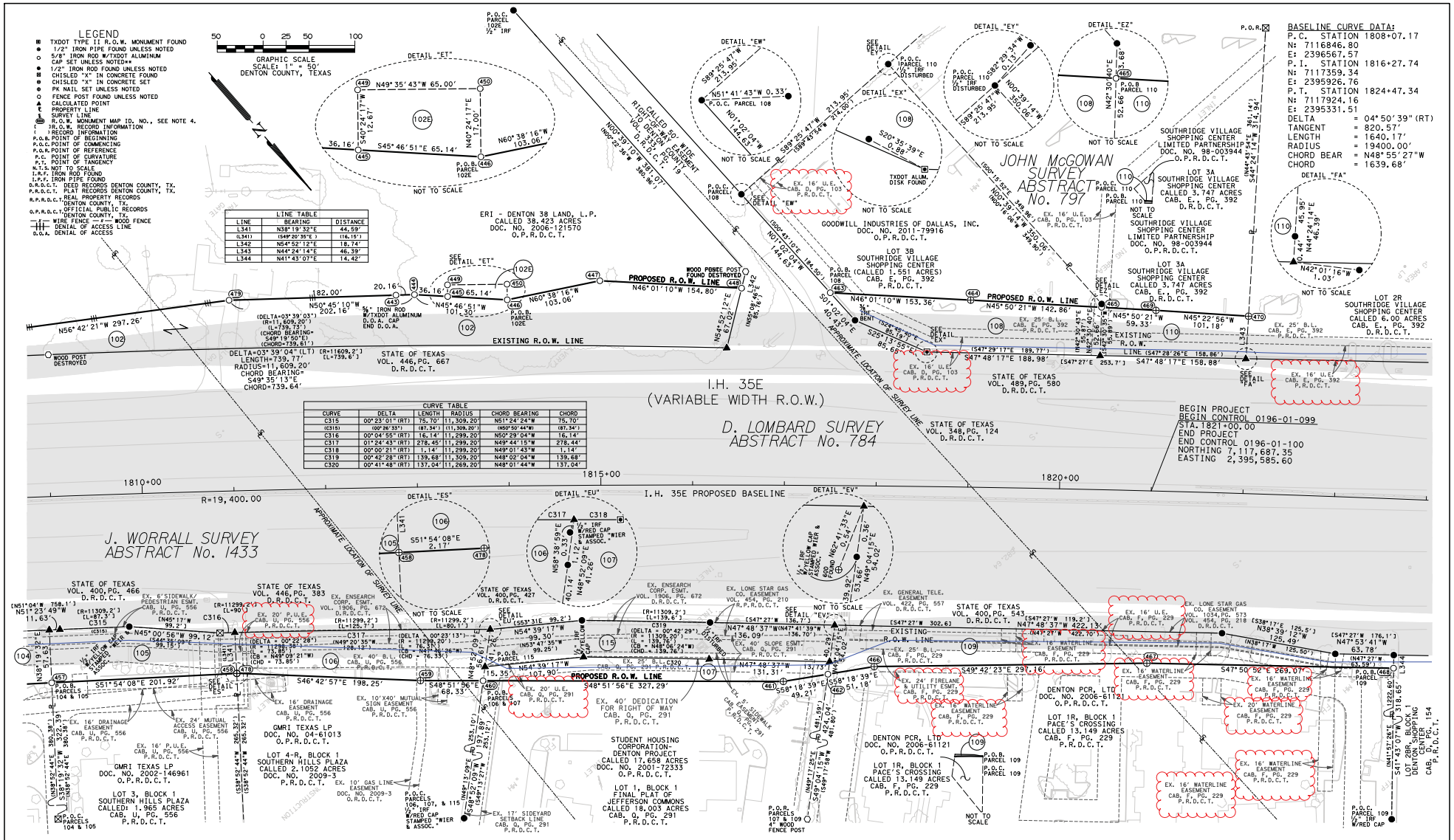
REVISIONS
07/18/2012 REVISE D.O.A. LINES

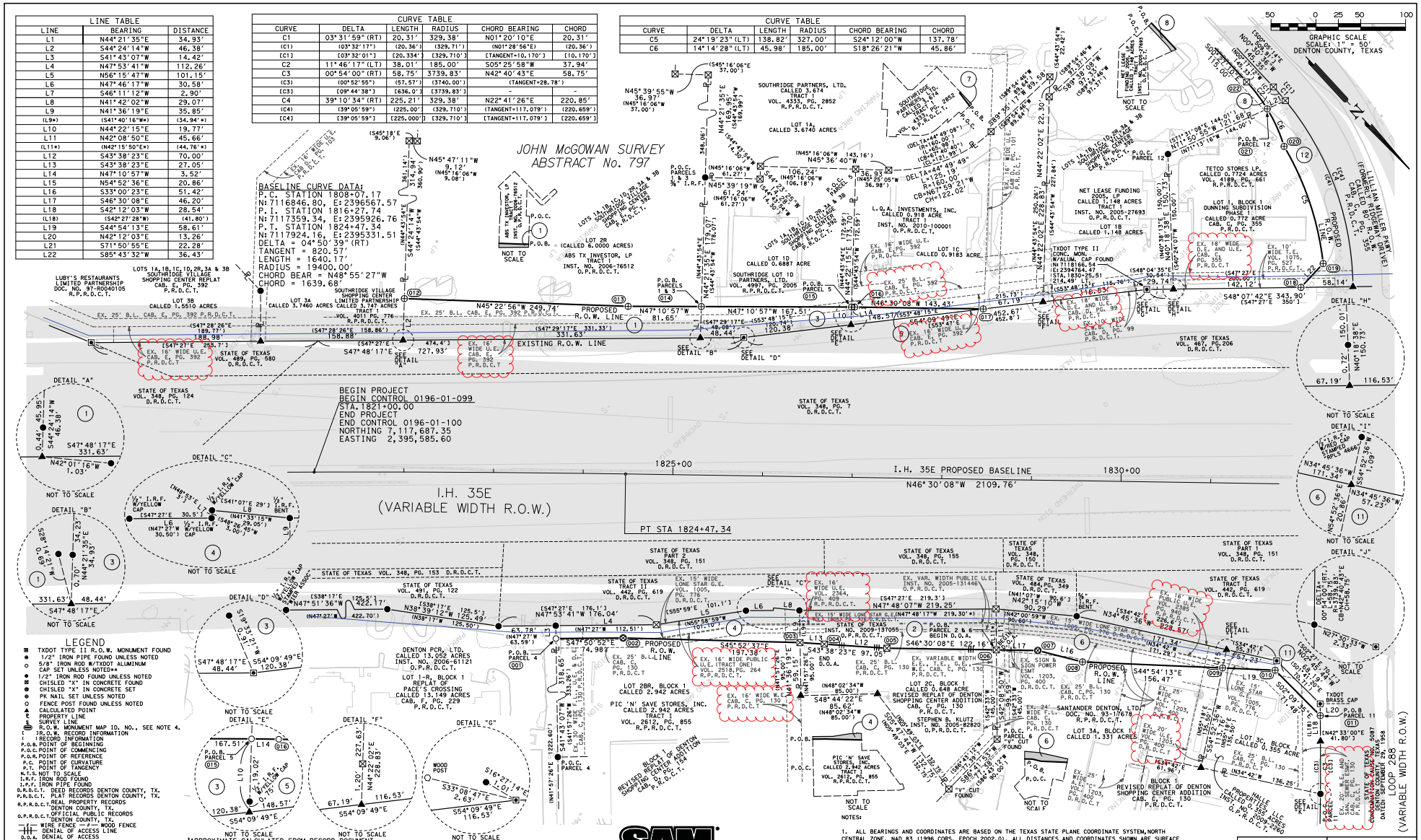
NOTES:
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3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -F(_____)		29036E-MS25R.dgn	
RF -			
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.		SHEET NO. 25
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E

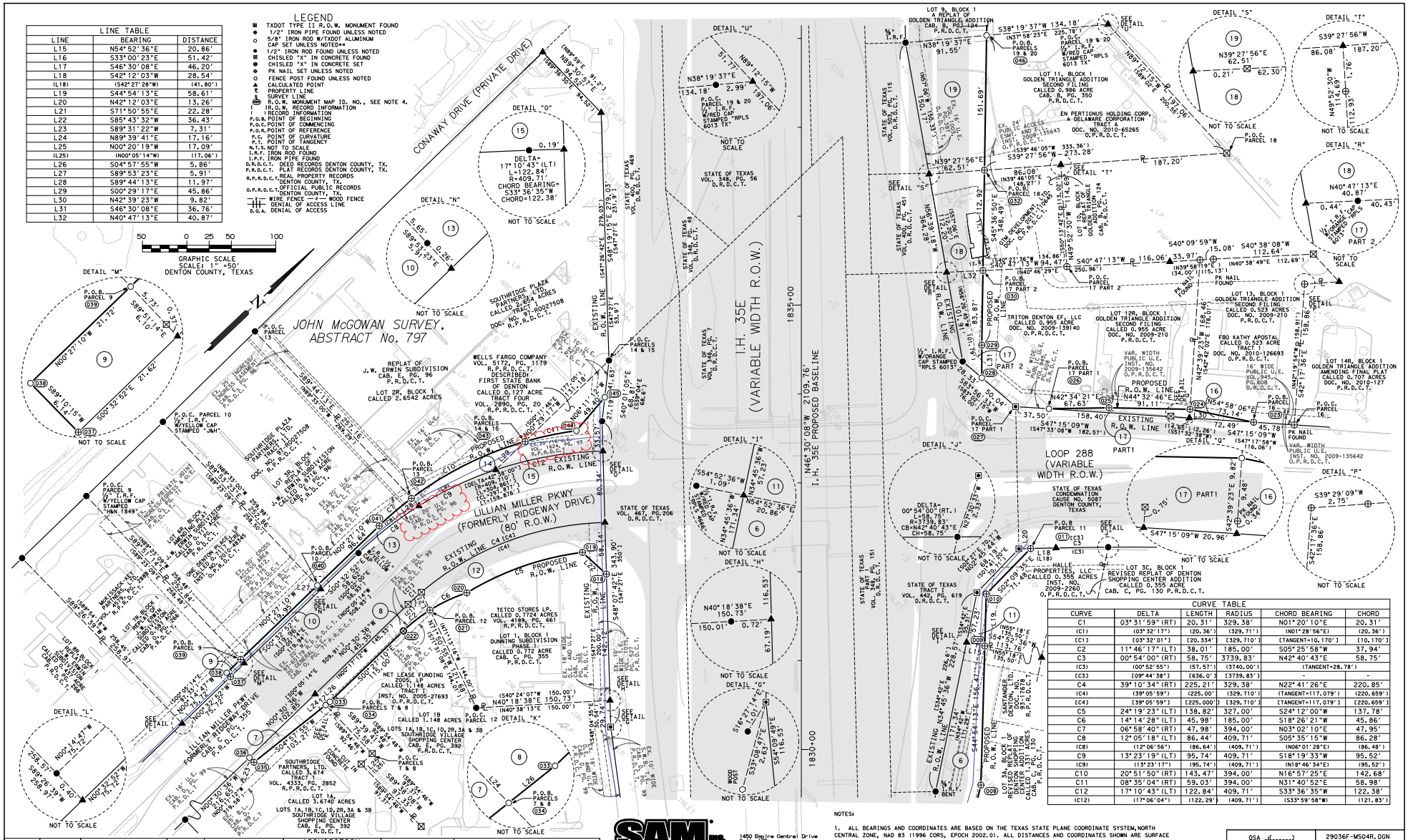

LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
JR.O.W. RECORD INFORMATION
RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE — x — WOOD FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
BASELINE CURVE DATA:
P.C. STATION 1808+07.17
N: 7116846.80
E: 2396567.57
P.I. STATION 1816+27.74
N: 7117359.34
E: 2395926.76
P.T. STATION 1824+47.34
N: 7117924.16
E: 2395331.51
DELTA = 04°50'39"(RT)
TANGENT = 820.57'
LENGTH = 1640.17'
RADIUS = 19400.00'
CHORD BEAR = N48°55'27"W
CHORD = 1639.68'
LINE TABLE
LINE | BEARING | DISTANCE
L336 | N38°32'12"E | 34.59'
L337 | S51°54'08"E | 85.74'
L338 | S51°20'46"E | 17.17'
L339 | S51°20'46"E | 40.00'
L340 | S47°01'49"E | 25.29'
L341 | N38°19'32"E | 44.59'
(L341) | (S49°20'35"E) | (16.15')
L342 | N54°52'12"E | 18.74'
CURVE TABLE
CURVE | DELTA | LENGTH | RADIUS | CHORD BEARING | CHORD
C315 | 00°23'01"(RT) | 75.70' | 11,309.20' | N51°24'24"W | 75.70'
(C315) | (00°26'33") | (87.34') | (11,309.20') | (N50°50'44"W) | (87.34')
C316 | 00°04'55"(RT) | 16.14' | 11,299.20' | N50°29'04"W | 16.14'
C317 | 01°24'43"(RT) | 278.45' | 11,299.20' | N49°44'15"W | 278.44'
C318 | 00°00'21"(RT) | 1.14' | 11,299.20' | N49°01'43"W | 1.14'
C319 | 00°42'28"(RT) | 139.68' | 11,309.20' | N48°02'04"W | 139.68'
C320 | 00°41'48"(RT) | 137.04' | 11,269.20' | N48°01'44"W | 137.04'
JOHN McGOWAN SURVEY ABSTRACT No. 797
D. LOMBARD SURVEY ABSTRACT No. 784
J. WORRALL SURVEY ABSTRACT No. 1433
I.H. 35E (VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
APPROXIMATE LOCATION OF SURVEY LINE
BRINKER ROAD (80-FOOT WIDE RIGHT-OF-WAY) (CAB. F, PG 127, P.R.D.C.T.)
ERI - DENTON 38 LAND, L.P. CALLED 38.423 ACRES DOC. NO. 2006-121570 O.P.R.D.C.T.
STATE OF TEXAS VOL. 348, PG. 44 D.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 466 D.R.D.C.T.
STATE OF TEXAS VOL. 446, PG. 383 D.R.D.C.T.
STATE OF TEXAS VOL. 400, PG. 427 D.R.D.C.T.
STATE OF TEXAS VOL. 446, PG. 667 D.R.D.C.T.
EPIC DEVELOPMENT, INC. REMAINDER OF A CALLED 243.185 ACRES VOL. 3245, PG. 699 O.P.R.D.C.T.
COLE OB DENTON TX, LLC DOC. NO. 2010-76187 O.P.R.D.C.T.
LOT 1, BLOCK 1 SOUTHERN HILLS PLAZA CALLED 2.012 ACRES CAB. U, PG. 556 P.R.D.C.T.
LOT 2, BLOCK 1 SOUTHERN HILLS PLAZA CALLED: 2.020 ACRES CAB. U, PG. 556 P.R.D.C.T.
TEXAS ROADHOUSE OF DENTON, LTD. DOC. NO. 2002-78796 O.P.R.D.C.T.
LOT 3, BLOCK 1 SOUTHERN HILLS PLAZA CALLED: 1.965 ACRES CAB. U, PG. 556 P.R.D.C.T.
GMRI TEXAS LP DOC. NO. 2002-146961 O.P.R.D.C.T.
GMRI TEXAS LP DOC. NO. 04-61013 O.P.R.D.C.T.
LOT 4-R, BLOCK 1 SOUTHERN HILLS PLAZA CALLED 2.1052 ACRES DOC. NO. 2009-3 P.R.D.C.T.
LOT 1, BLOCK 1 FINAL PLAT OF JEFFERSON COMMONS CAB. Q, PG. 291 P.R.D.C.T.
STUDENT HOUSING CORPORATION-DENTON PROJECT CALLED 17.658 ACRES DOC. NO. 2001-72333 O.P.R.D.C.T.
STUDENT HOUSING CORPORATION-DENTON PROJECT CALLED 17.659 ACRES DOC. NO. 2001-72333 O.P.R.D.C.T.
P.O.C. PARCELS 101, 101E, & 102
P.O.B. PARCEL 102
P.O.C. PARCEL 102E ½" IRF
P.O.B. PARCEL 102E
P.O.B. PARCEL 446
P.O.C. PARCEL 103
P.O.C. PARCELS 104 & 105
P.O.C. PARCELS 106, 107, & 115
P.O.B. PARCEL 103
P.O.B. PARCELS 104 & 105
P.O.B. PARCELS 106 & 107
P.O.B. PARCEL 115
P.O.C. PARCEL 107
P.O.C. PARCELS 107 & 115
P.O.B. PARCEL 107
DETAIL "EP"
DETAIL "ET"
DETAIL "EQ"
DETAIL "ER"
DETAIL "ES"
DETAIL "EU"
NOT TO SCALE
GRAPHIC SCALE: 1" = 50' DENTON COUNTY, TEXAS
50 0 25 50 100
1805+00
1810+00
1815+00
PC STA 1808+07.17
R=19,400.00
N51°20'46"W 1,737.56'
N51°20'46"W 1,682.44'
N51°23'49"W 282.89'
N51°23'49"W 167.92'
S51°54'08"E 201.92'
S46°42'57"E 198.25'
S48°51'56"E 327.29'
S47°01'49"E 240.47'
S51°20'46"E 120.00'
S51°54'08"E 2.17'
N49°54'51"W 148.66'
N56°42'21"W 297.26'
N50°45'10"W 202.16'
N45°46'51"W 101.30'
N60°38'16"W 103.06'
N46°01'10"W 154.80'
N54°52'12"E 67.02'
N49°35'43"W 65.00'
S45°46'51"E 65.14'
N40°24'17"E 17.00'
S40°24'17"E 12.67'
N54°39'17"W 107.90'
N47°48'37"W 136.09'
N47°48'37"W 131.31'
N54°39'17"W 99.30'
N45°00'36"W 99.12'
S51°54'08"E 68.33'
S38°31'11"W 79.92'
N38°31'11"E 56.41'
N38°19'32"E 57.63'
S38°31'11"W 257.96'
N38°25'38"E 147.77'
S57°30'37"E 251.45'
S05°43'39"E 73.77'
N38°25'38"E 73.77'
S51°20'46"E 17.17'
N38°19'32"E 380.28'
S38°52'44"E 380.28'
N38°52'44"W 265.32'
S38°52'44"E 265.32'
N48°57'13"W 197.89'
S48°57'13"E 253.10'
S38°52'44"E 331.81'
N38°52'44"W 331.81'
S38°52'44"E 331.81'
N38°52'44"W 331.81'
S38°52'44"E 331.81'
N38°52'44"W 331.81


LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
JR.O.W. RECORD INFORMATION
RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE
WOOD FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
GRAPHIC SCALE
SCALE: 1" = 50'
DENTON COUNTY, TEXAS
50 0 25 50 100
DETAIL "ET"
DETAIL "EU"
DETAIL "EV"
DETAIL "EW"
DETAIL "EX"
DETAIL "EY"
DETAIL "EZ"
DETAIL "ES"
DETAIL "FA"
NOT TO SCALE
LINE TABLE
LINE BEARING DISTANCE
L341 N38°19'32"E 44.59'
(L341) (S49°20'35"E) (16.15')
L342 N54°52'12"E 18.74'
L343 N44°24'14"E 46.39'
L344 N41°43'07"E 14.42'
CURVE TABLE
CURVE DELTA LENGTH RADIUS CHORD BEARING CHORD
C315 00°23'01"(RT) 75.70' 11,309.20' N51°24'24"W 75.70'
(C315) (00°26'35") (87.34') (11,309.20') (N50°50'44"W) (87.34')
C316 00°04'55"(RT) 16.14' 11,299.20' N50°29'04"W 16.14'
C317 01°24'43"(RT) 278.45' 11,299.20' N49°44'15"W 278.44'
C318 00°00'21"(RT) 1.14' 11,299.20' N49°01'43"W 1.14'
C319 00°42'28"(RT) 139.68' 11,309.20' N48°02'04"W 139.68'
C320 00°41'48"(RT) 137.04' 11,269.20' N48°01'44"W 137.04'
BASELINE CURVE DATA:
P.C. STATION 1808+07.17
N: 7116846.80
E: 2396567.57
P.I. STATION 1816+27.74
N: 7117359.34
E: 2395926.76
P.T. STATION 1824+47.34
N: 7117924.16
E: 2395331.51
DELTA = 04°50'39"(RT)
TANGENT = 820.57'
LENGTH = 1640.17'
RADIUS = 19400.00'
CHORD BEAR = N48°55'27"W
CHORD = 1639.68'
I.H. 35E
(VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
APPROXIMATE LOCATION OF SURVEY LINE
J. WORRALL SURVEY
ABSTRACT No. 1433
D. LOMBARD SURVEY
ABSTRACT No. 784
JOHN McGOWAN SURVEY
ABSTRACT No. 797
BEGIN PROJECT
BEGIN CONTROL 0196-01-099
STA. 1821+00.00
END PROJECT
END CONTROL 0196-01-100
NORTHING 7,117,687.35
EASTING 2,395,585.60
1810+00
1815+00
1820+00
R=19,400.00
ERI - DENTON 38 LAND, L.P.
CALLED 38.423 ACRES
DOC. NO. 2006-121570
O.P.R.D.C.T.
GOODWILL INDUSTRIES OF DALLAS, INC.
DOC. NO. 2011-79916
O.P.R.D.C.T.
LOT 3B SOUTHRIDGE VILLAGE SHOPPING CENTER (CALLED 1.551 ACRES)
CAB. E, PG. 392
P.R.D.C.T.
LOT 3A SOUTHRIDGE VILLAGE SHOPPING CENTER CALLED 3.747 ACRES
CAB. E, PG. 392
D.R.D.C.T.
SOUTHRIDGE VILLAGE SHOPPING CENTER LIMITED PARTNERSHIP
DOC. NO. 98-003944
O.P.R.D.C.T.
LOT 2R SOUTHRIDGE VILLAGE SHOPPING CENTER CALLED 6.00 ACRES
CAB. E, PG. 392
D.R.D.C.T.
STATE OF TEXAS
VOL. 446, PG. 667
D.R.D.C.T.
STATE OF TEXAS
VOL. 489, PG. 580
D.R.D.C.T.
STATE OF TEXAS
VOL. 348, PG. 124
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 466
D.R.D.C.T.
STATE OF TEXAS
VOL. 446, PG. 383
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 427
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 543
D.R.D.C.T.
GMRI TEXAS LP
DOC. NO. 2002-146961
O.P.R.D.C.T.
LOT 3, BLOCK 1
SOUTHERN HILLS PLAZA
CALLED: 1.965 ACRES
CAB. U, PG. 556
P.R.D.C.T.
GMRI TEXAS LP
DOC. NO. 04-61013
O.P.R.D.C.T.
LOT 4-R, BLOCK 1
SOUTHERN HILLS PLAZA
CALLED 2.1052 ACRES
DOC. NO. 2009-3
P.R.D.C.T.
STUDENT HOUSING CORPORATION-DENTON PROJECT
CALLED 17.658 ACRES
DOC. NO. 2001-72333
O.P.R.D.C.T.
LOT 1, BLOCK 1
FINAL PLAT OF JEFFERSON COMMONS
CALLED 18.003 ACRES
CAB. Q, PG. 291
P.R.D.C.T.
DENTON PCR, LTD
DOC. NO. 2006-61121
O.P.R.D.C.T.
LOT 1R, BLOCK 1
PACE'S CROSSING
CALLED 13.149 ACRES
CAB. F, PG. 229
P.R.D.C.T.
LOT 1, BLOCK 1
DENTON SHOPPING CENTER
CAB. F, PG. 154
P.R.D.C.T.
EX. 16' U.E. CAB. D, PG. 103 P.R.D.C.T.
EX. 20' U.E. CAB. Q, PG. 291 P.R.D.C.T.
EX. 25' B.L. CAB. E, PG. 392 P.R.D.C.T.
EX. 40' DEDICATION FOR RIGHT OF WAY CAB. Q, PG. 291 P.R.D.C.T.
EX. 24' FIRELANE & UTILITY ESMT. CAB. F, PG. 229 P.R.D.C.T.
EX. 16' WATERLINE EASEMENT CAB. F, PG. 229 P.R.D.C.T.
EX. 20' WATERLINE EASEMENT CAB. F, PG. 229 P.R.D.C.T.
EX. 16' DRAINAGE EASEMENT CAB. U, PG. 556 P.R.D.C.T.
EX. 24' MUTUAL ACCESS EASEMENT CAB. U, PG. 556 P.R.D.C.T.
EX. 16' P.U.E. CAB. U, PG. 556 P.R.D.C.T.
EX. 10'X40' MUTUAL SIGN EASEMENT CAB. U, PG. 556 P.R.D.C.T.
EX. 10' GAS LINE EASEMENT DOC. NO. 2009-3 O.R.D.C.T.
EX. 17' SIDEWARD SETBACK LINE CAB. Q, PG. 291 P.R.D.C.T.
EX. 6' SIDEWALK/ PEDESTRIAN ESMT. CAB. U, PG. 556 P.R.D.C.T.
EX. ENSEARCH CORP. ESMT. VOL. 1906, PG. 672 D.R.D.C.T.
EX. LONE STAR GAS CO. EASEMENT VOL. 454, PG. 210 R.P.R.D.C.T.
EX. LONE STAR GAS CO. EASEMENT VOL. 1054, PG. 573 R.P.R.D.C.T.
EX. GENERAL TELE. EASEMENT VOL. 422, PG. 557 D.R.D.C.T.
EX. 40' SLOPE ESMT. CAB. Q, PG. 291 P.R.D.C.T.
EX. 25' B.L. CAB. F, PG. 229 P.R.D.C.T.
EX. 16' WATERLINE EASEMENT CAB. F, PG. 229 P.R.D.C.T.
EX. 20' P.U.E. CAB. U, PG. 556 P.R.D.C.T.
EX. 16' U.E. CAB. F, PG. 229 P.R.D.C.T.
EX. 25' B.L. CAB. E, PG. 392 P.R.D.C.T.
EX. 25' B.L. CAB. F, PG. 229 P.R.D.C.T.
EX. 16' U.E. CAB. E, PG. 392 P.R.D.C.T.
EX. 25' B.L. CAB. E, PG. 392 P.R.D.C.T.
EX. 16' WATERLINE EASEMENT CAB. F, PG. 229



PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	REMAINDER† LEFT	RIGHT
1	6.000	ABS TX INVESTOR, LP			1822+00.11	1825+28.98	13,152 SQ FT (0.302AC)	5.698	-
2	0.648	STEPHEN B. KLUTZ	DEED	2009-137055	1826+44.71	1828+63.80	9,027 SQ FT (0.2072 AC)	-	0.441
3	0.6887	SOUTHRIDGE LOT 1D PARTNERS, LTD.			1825+28.98	1826+96.48	4903 SQ FT (0.113 AC)	0.576	-
4	2.942	PIC 'N' SAVE STORES, INC.			1823+71.66	1826+44.71	6277 SQ FT (0.144 AC)	-	2.798
5	0.918	L.Q.A. INVESTMENTS, INC.			1826+96.48	1828+43.43	1455 SQ FT (0.033 AC)	0.885	-
6	1.331	SANTANDER DENTON, LTD.			1828+63.80	1831+16.41	9939 SQ FT (0.228AC)	-	1.103
8	1.148	NET LEASE FUNDING 2005, LP			1830+49.97	1831+56.82	2943 SQ FT (0.068 AC)	1.080	-
11	0.355	HALLE PROPERTIES, LLC			1831+16.41	1832+26.12	1529 SQ FT (0.035 AC)	-	0.320
12	0.7724	TETCO STORES LP.			1831+56.82	1831+97.30	7065 SQ FT (0.162 AC)	0.610	-

†APPROXIMATE CALCULATED FROM RECORD DOCUMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L15	N54°52'36"E	20.86'
L16	S33°00'23"E	51.42'
L17	S46°30'08"E	46.20'
L18	S42°12'03"W	28.54'
(L18)	(S42°27'28"W)	(41.80')
L19	S44°54'13"E	58.61'
L20	N42°12'03"E	13.26'
L21	S71°50'55"E	22.28'
L22	S85°43'32"W	36.43'
L23	S89°31'22"W	7.31'
L24	N89°39'41"E	17.16'
L25	N00°20'19"W	17.09'
(L25)	(N00°05'14"W)	(17.06')
L26	S04°57'55"W	5.86'
L27	S89°53'23"E	5.91'
L28	S89°44'13"E	11.97'
L29	S00°29'17"E	45.86'
L30	N42°39'23"W	9.82'
L31	S46°30'08"E	36.76'
L32	N40°47'13"E	40.87'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	03°31'59"(RT)	20.31'	329.38'	N01°20'10"E	20.31'
(C1)	(03°32'17")	(20.36')	(329.71')	(N01°28'56"E)	(20.36')
[C1]	[03°32'01"]	[20.334']	[329.710']	[TANGENT=10.170']	[10.170']
C2	11°46'17"(LT)	38.01'	185.00'	S05°25'58"W	37.94'
C3	00°54'00"(RT)	58.75'	3739.83'	N42°40'43"E	58.75'
(C3)	(00°52'55")	(57.57')	(3740.00')	(TANGENT=28.78')	-
[C3]	[09°44'38"]	[636.0']	[3739.83']	-	-
C4	39°10'34"(RT)	225.21'	329.38'	N22°41'26"E	220.85'
(C4)	(39°05'59")	(225.00')	(329.710')	(TANGENT=117.079')	(220.659')
[C4]	[39°05'59"]	[225.000']	[329.710']	(TANGENT=117.079')	[220.659']
C5	24°19'23"(LT)	138.82'	327.00'	S24°12'00"W	137.78'
C6	14°14'28"(LT)	45.98'	185.00'	S18°26'21"W	45.86'
C7	06°58'40"(RT)	47.98'	394.00'	N03°02'10"E	47.95'
C8	12°05'18"(LT)	86.44'	409.71'	S05°35'15"W	86.28'
(C8)	(12°06'56")	(86.64')	(409.71')	(N06°01'28"E)	(86.48')
C9	13°23'19"(LT)	95.74'	409.71'	S18°19'33"W	95.52'
(C9)	(13°23'17")	(95.74')	(409.71')	(N18°46'34"E)	(95.52')
C10	20°51'50"(RT)	143.47'	394.00'	N16°57'25"E	142.68'
C11	08°35'04"(RT)	59.03'	394.00'	N31°40'52"E	58.98'
C12	17°10'43"(LT)	122.84'	409.71'	S33°36'35"W	122.38'
(C12)	(17°06'04")	(122.29')	(409.71')	(S33°59'58"W)	(121.83')

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	REMAINDER† LEFT	RIGHT
7	3.674	SOUTHRIDGE PARTNERS, LTD.			1829+85.63	1830+49.97	1258 SQ FT (0.029 AC)	3.645	-
9	0.587	McKISSACK-KEY PARTNERS, LTD.			1830+81.88	1831+01.34	133 SQ FT (0.003 AC)	0.584	-
10	0.7117	ONE DENTON PLACE, LP			1831+01.34	1831+84.59	720 SQ FT (0.017 AC)	0.695	-
13	0.8716	SOUTHRIDGE PLAZA PARTNERS, LTD.			1831+84.59	1832+82.79	1055 SQ FT (0.024 AC)	0.848	-
14	2.654	SOUTHRIDGE PLAZA PARTNERS, LTD.			1832+82.79	1833+46.54	1968 SQ FT (0.045 AC)	2.609	-
15	0.127	WELLS FARGO COMPANY			1833+46.54	1833+96.28	2946 SQ FT (0.068 AC)	0.059	-
16	0.523	FBO KATHY APOSTAL			1833+68.20	1833+82.75	356 SQ FT (0.008 AC)	-	0.515
17 PART 1	0.955	TRITON DENTON EF, LLC			1833+82.75	1833+83.32	884 SQ FT (0.020 AC)	-	0.858
17 PART 2	0.955	TRITON DENTON EF, LLC			1834+18.24	1835+38.86	3354 SQ FT (0.077AC)	-	0.858

SAM, LLC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax (214) 631-7103

REVISIONS
07/11/2012 REVISE D.O.A. LINES

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.00015630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 06 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -#_____-	29036F-MS04R.DGN
RF -	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO. / SHEET NO. 04

STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB / HIGHWAY NO.
0196	01	099 / IH 35E

SEE SHEET 5 FOR PARCELS 18 AND 19

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

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

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

Existing Easement

Instrument Number 2019-52

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc., dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

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

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

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

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

EXECUTED THIS 3rd day of May, 19 72.

ATTEST

M.F.A., INC.

By: T W Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. W. Reilly, President whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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

(L. S.)

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 1973.

Jefferson Printery Co., Dallas

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

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

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

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

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

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

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

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

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

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

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

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

THENCE South 50° 21' East with said right-of-way 3055.2 feet to fence corner;

THENCE South 32° 33' West with a fence 10.16 feet to an angle point;

THENCE North 50° 21' West a distance of 3048.8 feet to an angle point;

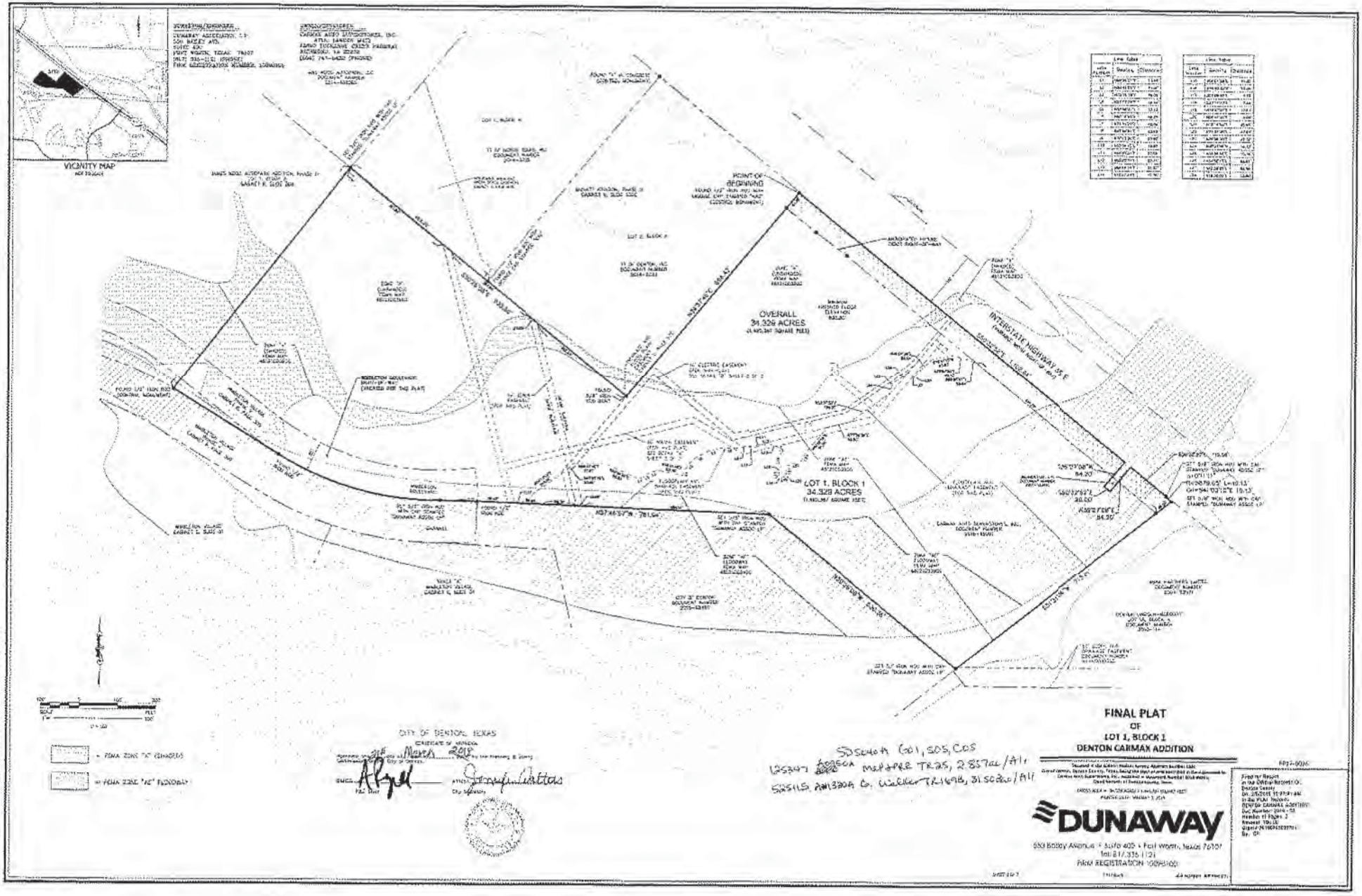
THENCE North 1° 51' East a distance of 12.67 feet to the point of beginning.

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

EXHIBIT "A"

FILED FOR RECORD: 18th DAY OF October A.D.1972 at 12:45 o'clock P M.
RECORDED: 25th DAY OF October A.D.1972 at 11:20 o'clock A. M.
BY E. Heinrich DEPUTY

THETA PARKER, COUNTY CLERK
DENTON COUNTY, TEXAS



SD24-0014 G01, S05, C05
125347 MEP&PRR TR35, 2.857ac/A11
535115, 2413804 G. Walker TR169B, 31.502ac/A11

LEGAL DESCRIPTION

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

BEGINNING at the northernmost northwest corner of said Lot 1;

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

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

THENCE the following seven (7) calls:

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

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

THENCE the following eleven (11) calls:

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

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

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

NOTES:

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

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

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

2/6/21

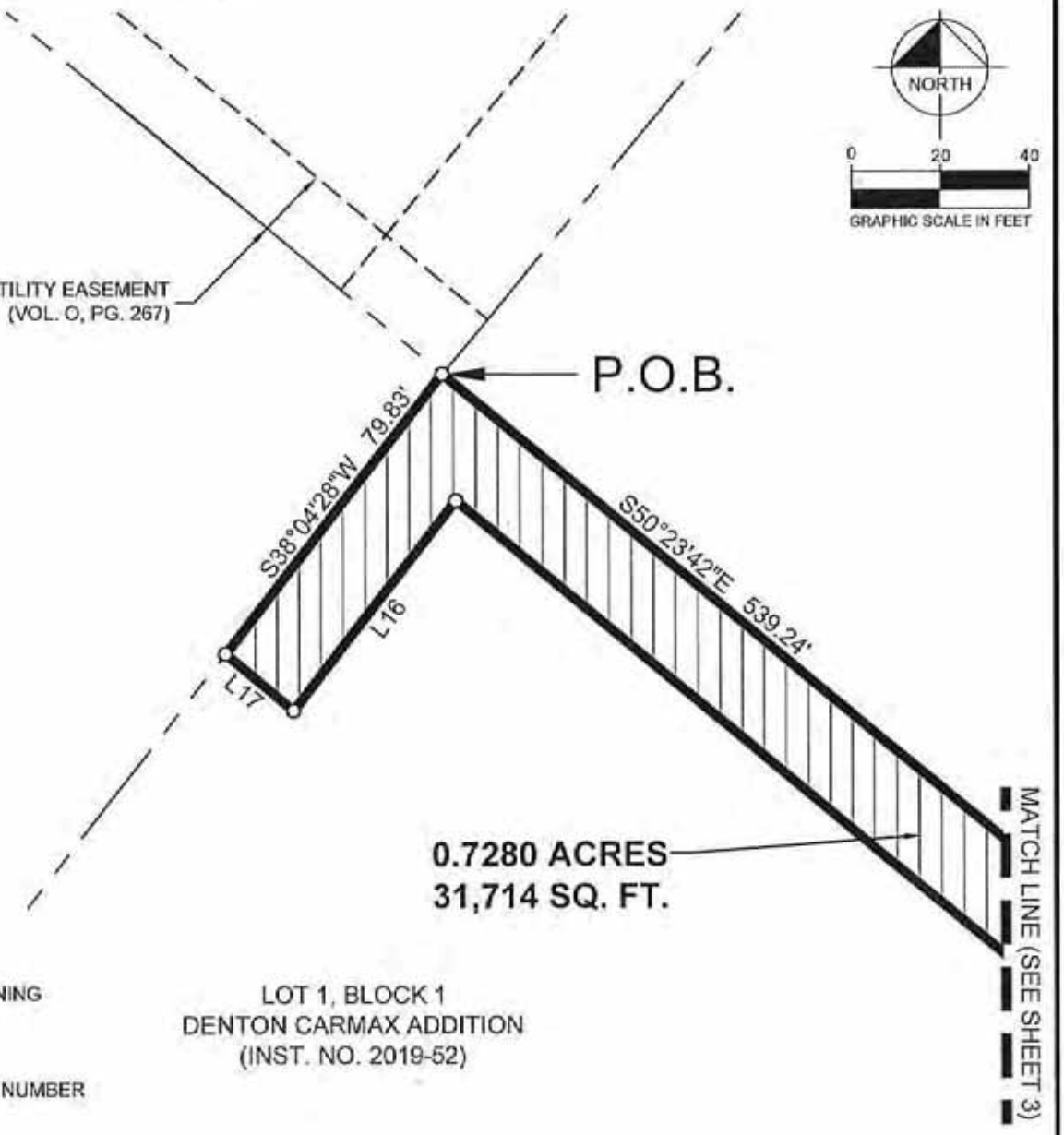
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

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

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/3/2021	061024039	1 OF 8



LEGEND

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IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
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LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

NOTES:

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

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

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

2/8/21

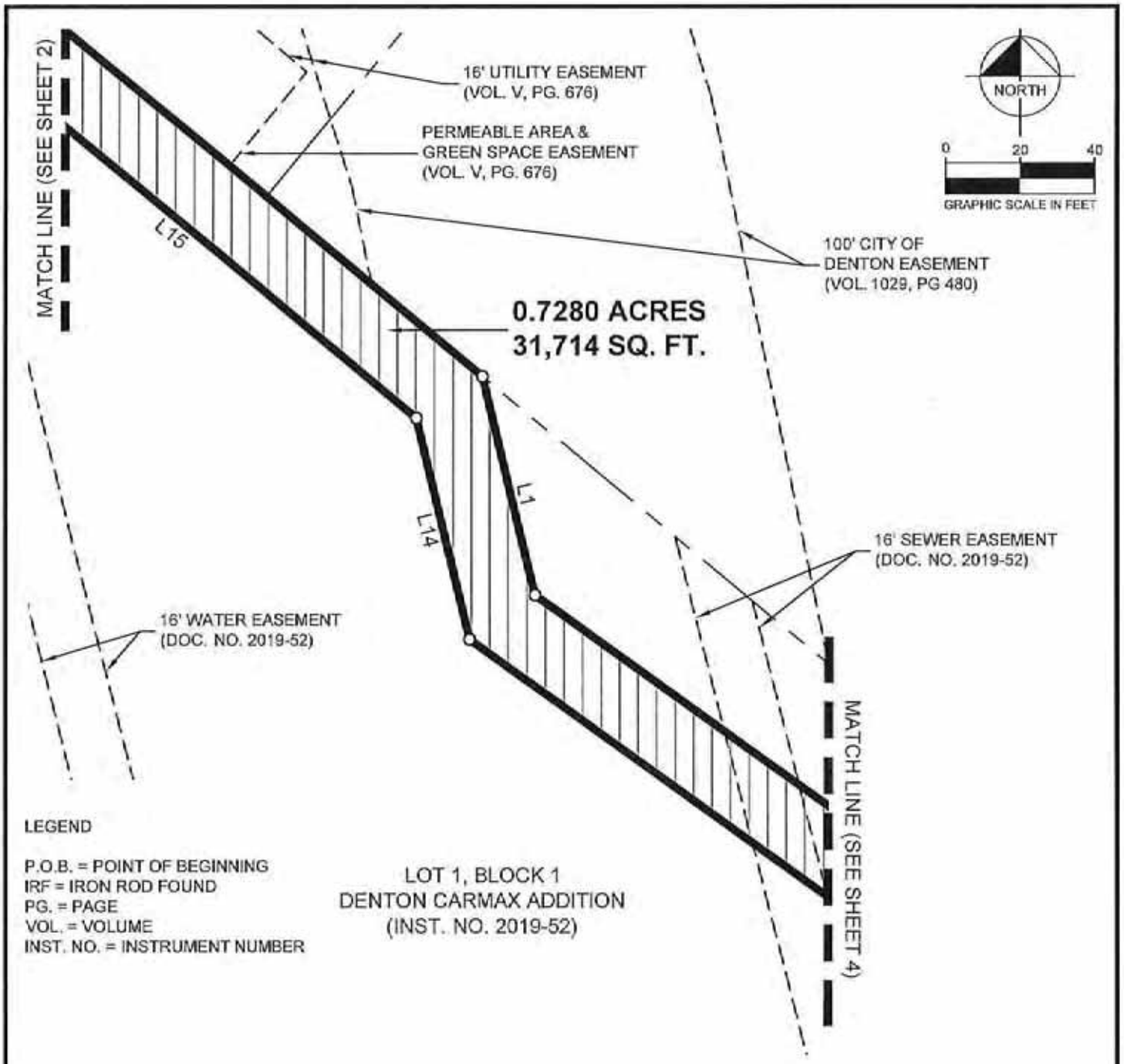
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LEGEND

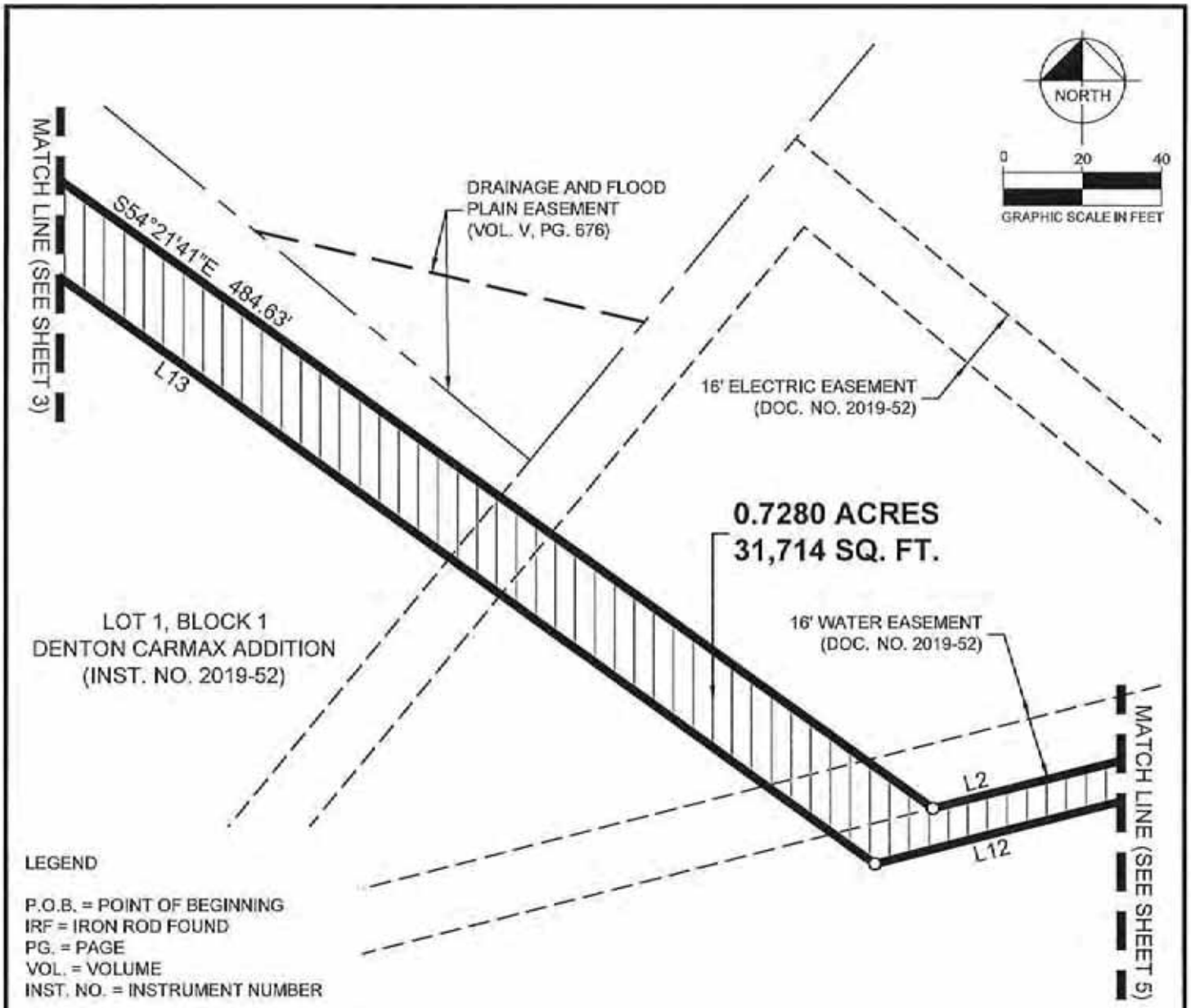
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DENTON CARMAX ADDITION
(INST. NO. 2019-52)

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
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1" = 40'	CRG	MCB	2/3/2021	061024039	3 OF 6



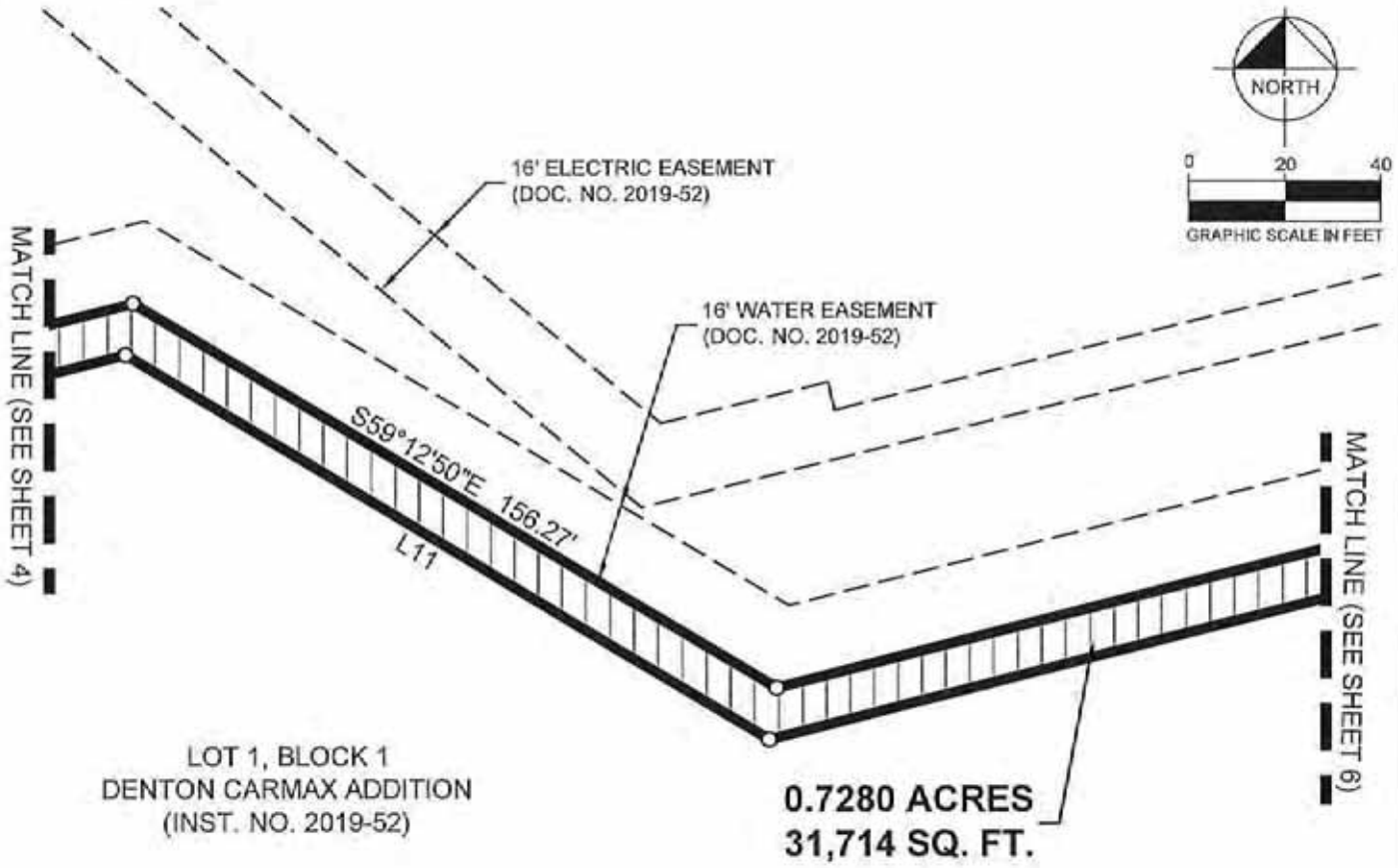
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1" = 40'	CRG	MCB	2/3/2021	061024039	4 OF 8



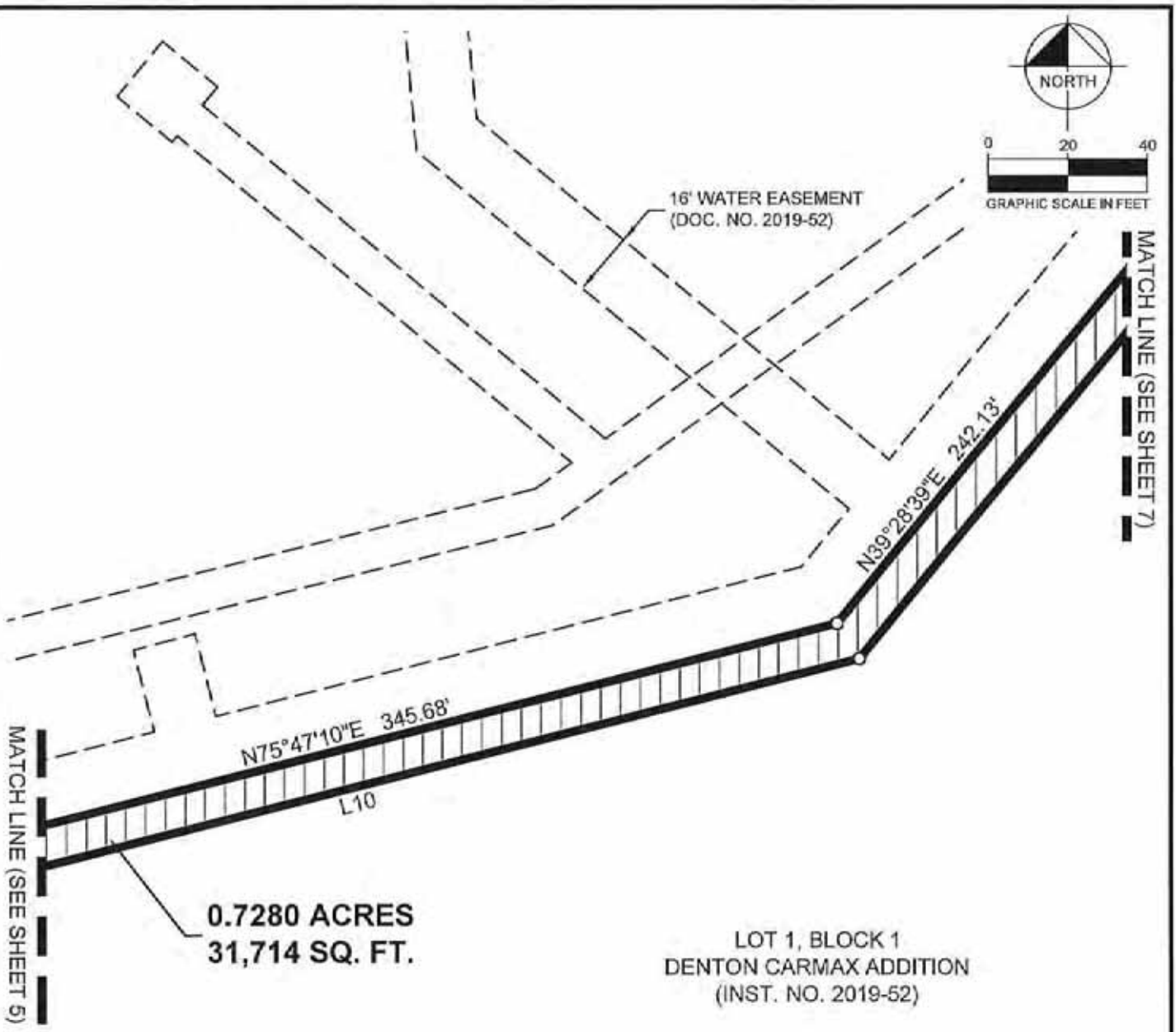
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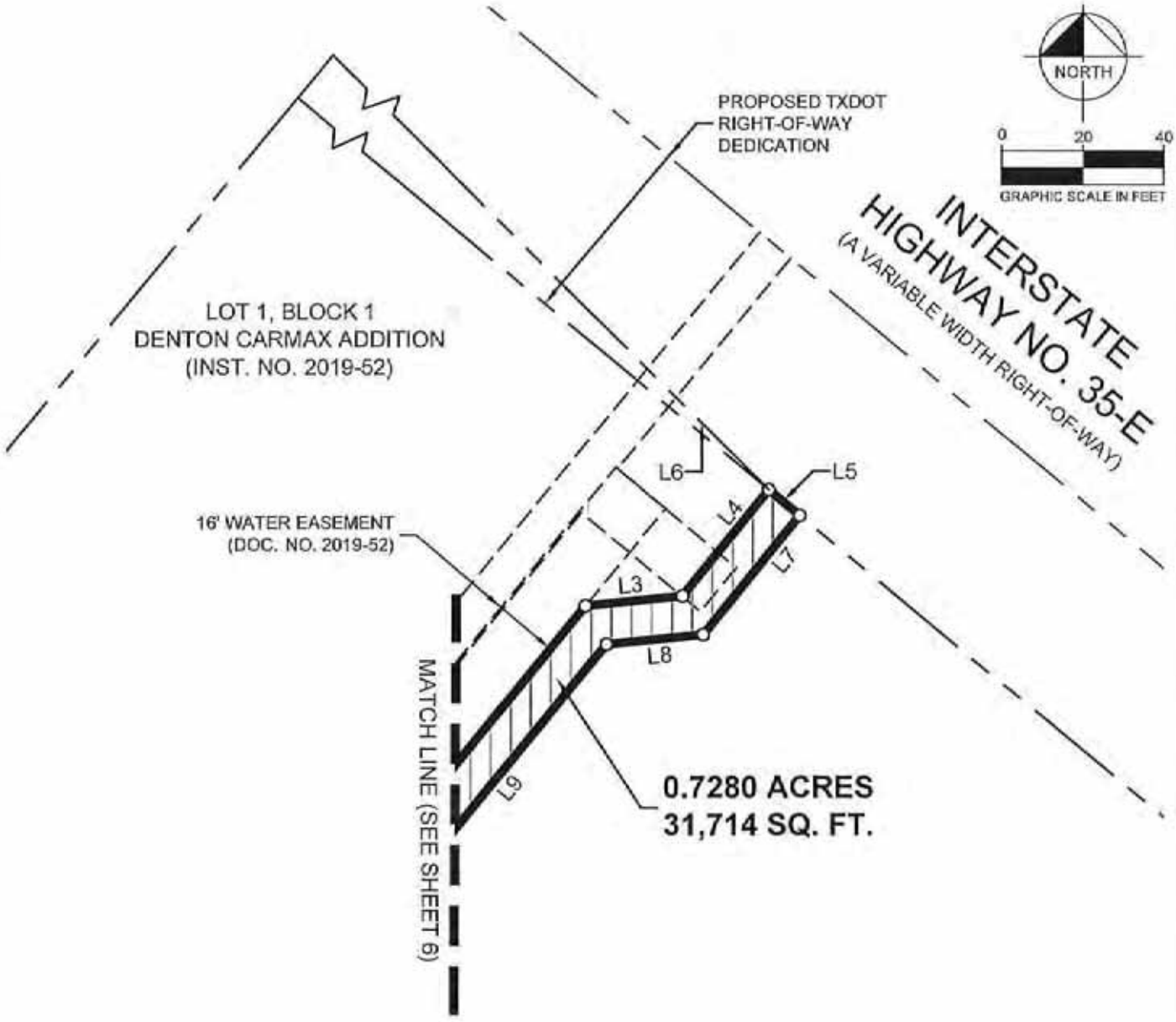
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	7 OF 8

LINE TABLE		
NO.	BEARING	LENGTH
L1	S13°34'46"E	60.42'
L2	N75°47'10"E	71.52'
L3	N84°13'03"E	24.07'
L4	N39°10'34"E	33.86'
L5	S50°23'38"E	10.00'
L6	N45°27'26"W	553.73'
L7	S39°10'34"W	37.93'
L8	S84°16'10"W	24.08'
L9	S39°26'39"W	241.32'
L10	S75°47'10"W	353.10'
L11	N59°12'50"W	156.27'
L12	S75°47'10"W	85.11'
L13	N54°21'41"W	488.28'
L14	N13°34'46"W	61.21'
L15	N50°23'42"W	512.05'
L16	S38°03'08"W	59.87'
L17	N50°16'45"W	20.02'

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

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	8 OF 8

LEGAL DESCRIPTION

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

COMMENCING at the northernmost northwest corner of said Lot 1;

THENCE South 38°04'28" West, along the northernmost northwest line of said Lot 1, a distance of 79.83 feet to the **POINT OF BEGINNING;**

THENCE departing the said northernmost northwest line of said Lot 1, South 50°16'45" East, a distance of 20.02 feet to a point for corner;

THENCE the following nine (9) calls:

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

THENCE North 39°10'34" East, a distance of 37.93 feet to a point for corner; from said point the northernmost northeast corner of said Lot 1 bears North 45°32'41" West, a distance of 563.70 feet;

THENCE the following twelve (12) calls:

South 50°23'38" East, a distance of 25.00 feet to a point for corner;
South 39°10'34" West, a distance of 48.12 feet to a point for corner;
South 84°16'10" West, a distance of 24.15 feet to a point for corner;
South 39°28'39" West, a distance of 239.22 feet to a point for corner;
South 75°47'10" West, a distance of 371.66 feet to a point for corner;
North 59°12'50" West, a distance of 156.27 feet to a point for corner;
South 75°47'10" West, a distance of 86.37 feet to a point for corner;
North 54°21'41" West, a distance of 509.19 feet to a point for corner;
North 13°34'46" West, a distance of 62.18 feet to a point for corner;
North 50°23'42" West, a distance of 478.04 feet to a point for corner;
South 38°03'08" West, a distance of 59.92 feet to a point for corner;

CONTINUED ON SHEET 3

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

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/8/2021	061024039	1 OF 9

LEGAL DESCRIPTION (CONTINUED)

THENCE North 50°16'45" West, a distance of 45.04 feet to a point for corner in the said northernmost northwest line of Lot 1;

THENCE North 38°04'28" East, along the said northernmost northwest line of Lot 1; a distance of 25.01 feet to the **POINT OF BEGINNING** and containing 51,500 square feet or 1.1823 acres of land.

NOTES:

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

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

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

2/9/21

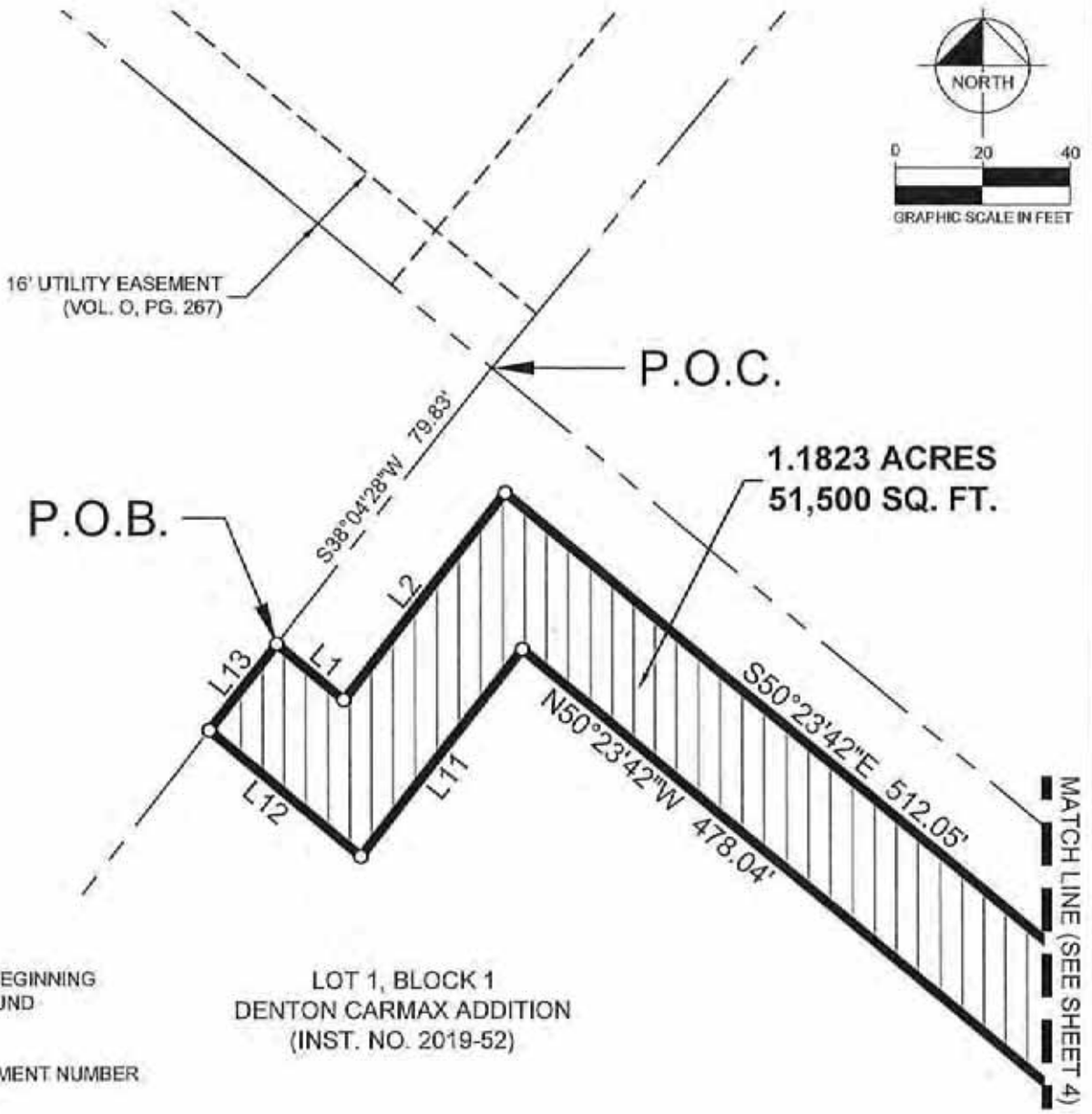
MICHAEL C. BILLINGSLEY
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michael.billingsley@kimley-horn.com



TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
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N/A	CRG	MCB	2/9/2021	061024039	2 OF 9



LEGEND

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LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

NOTES:

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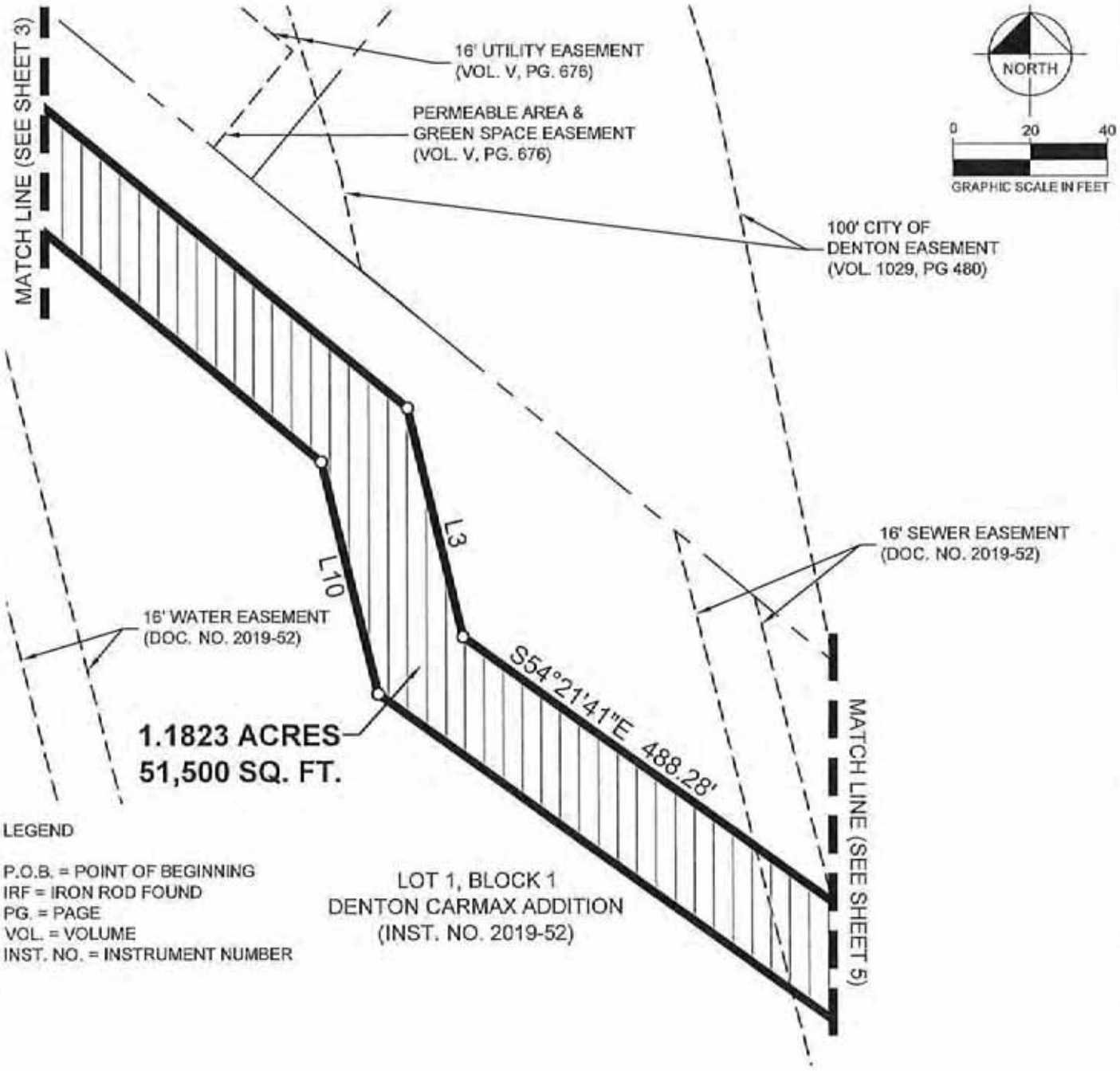
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1" = 40'	CRG	MCB	2/8/2021	061024039	3 OF 9



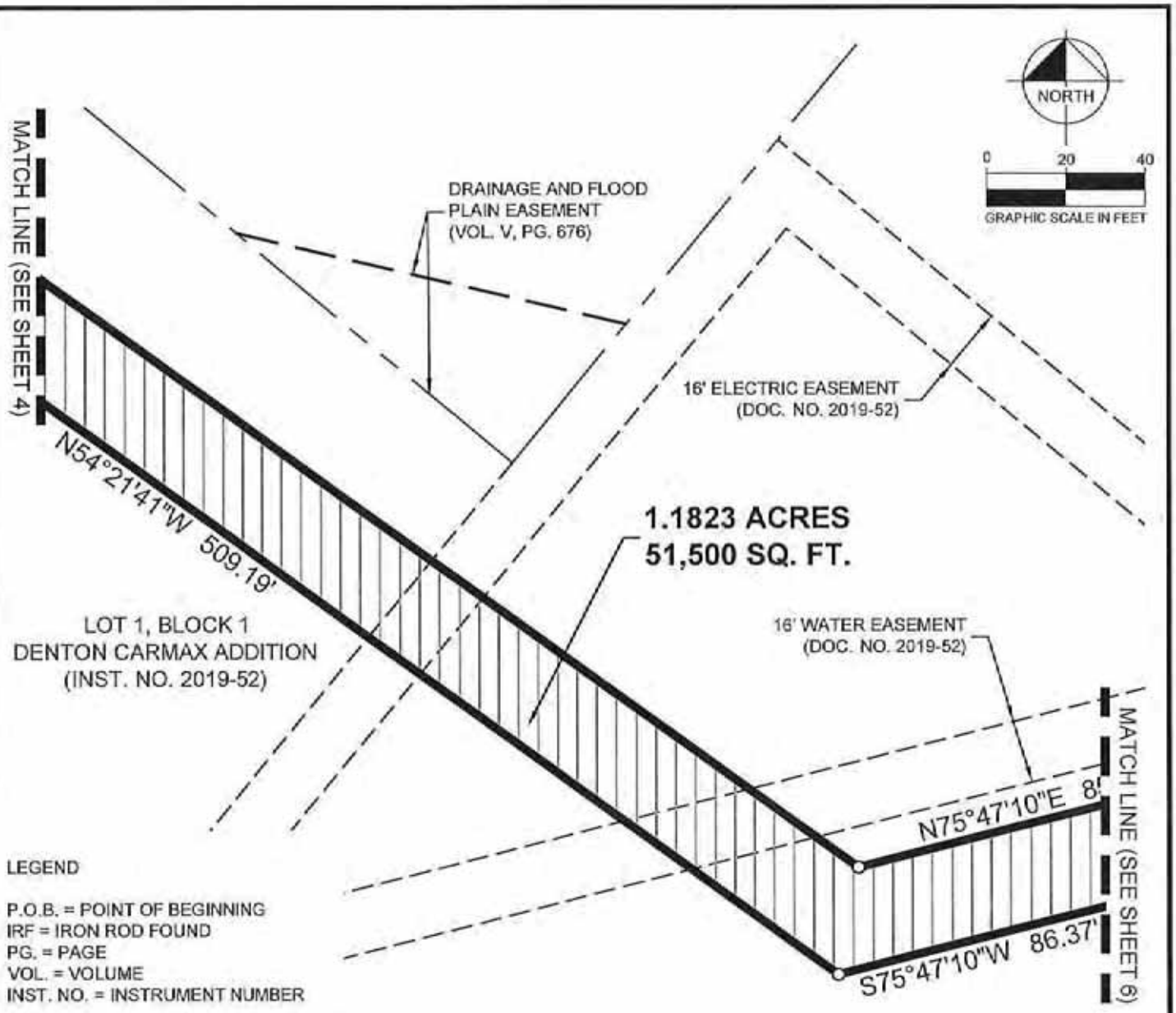
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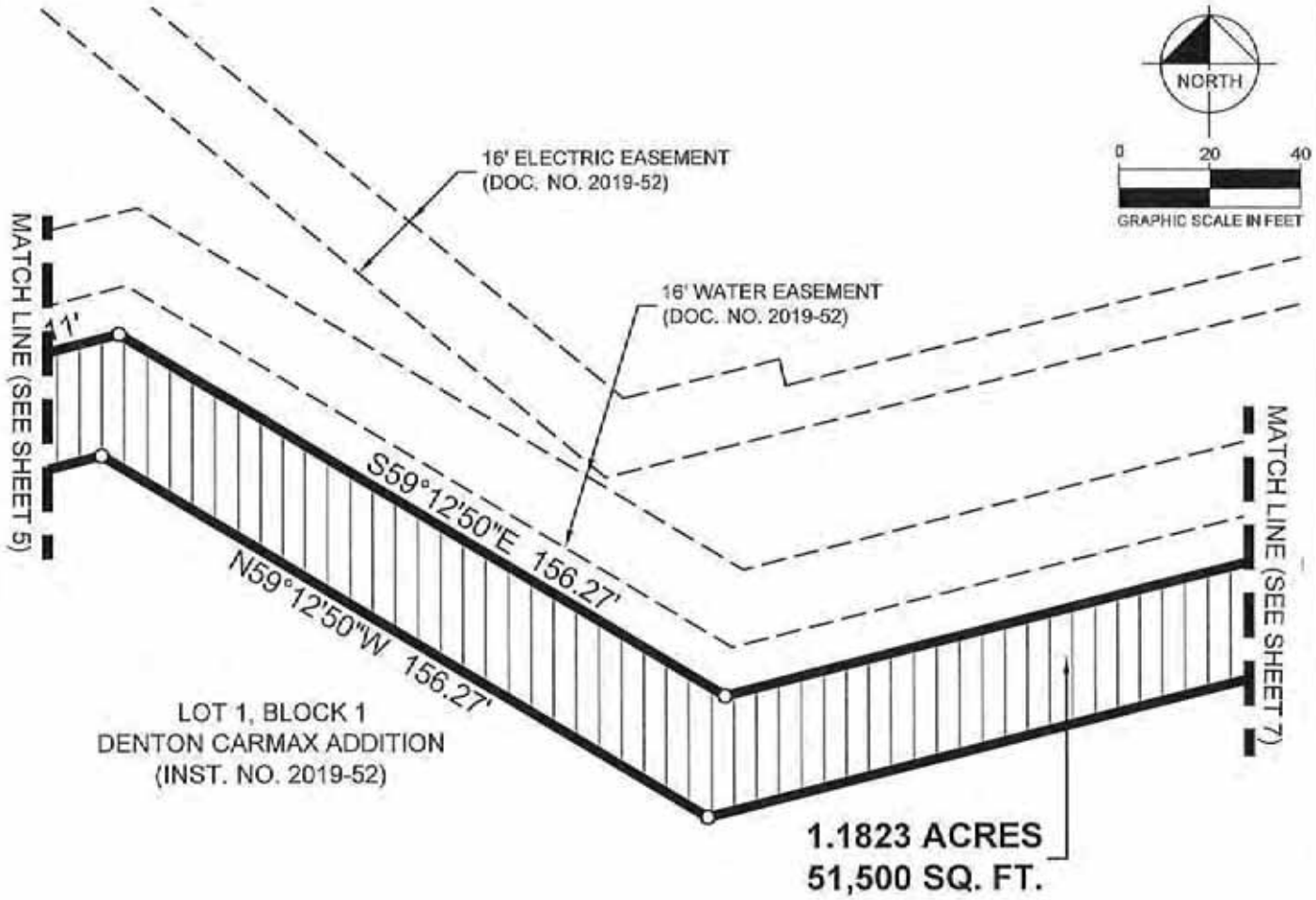
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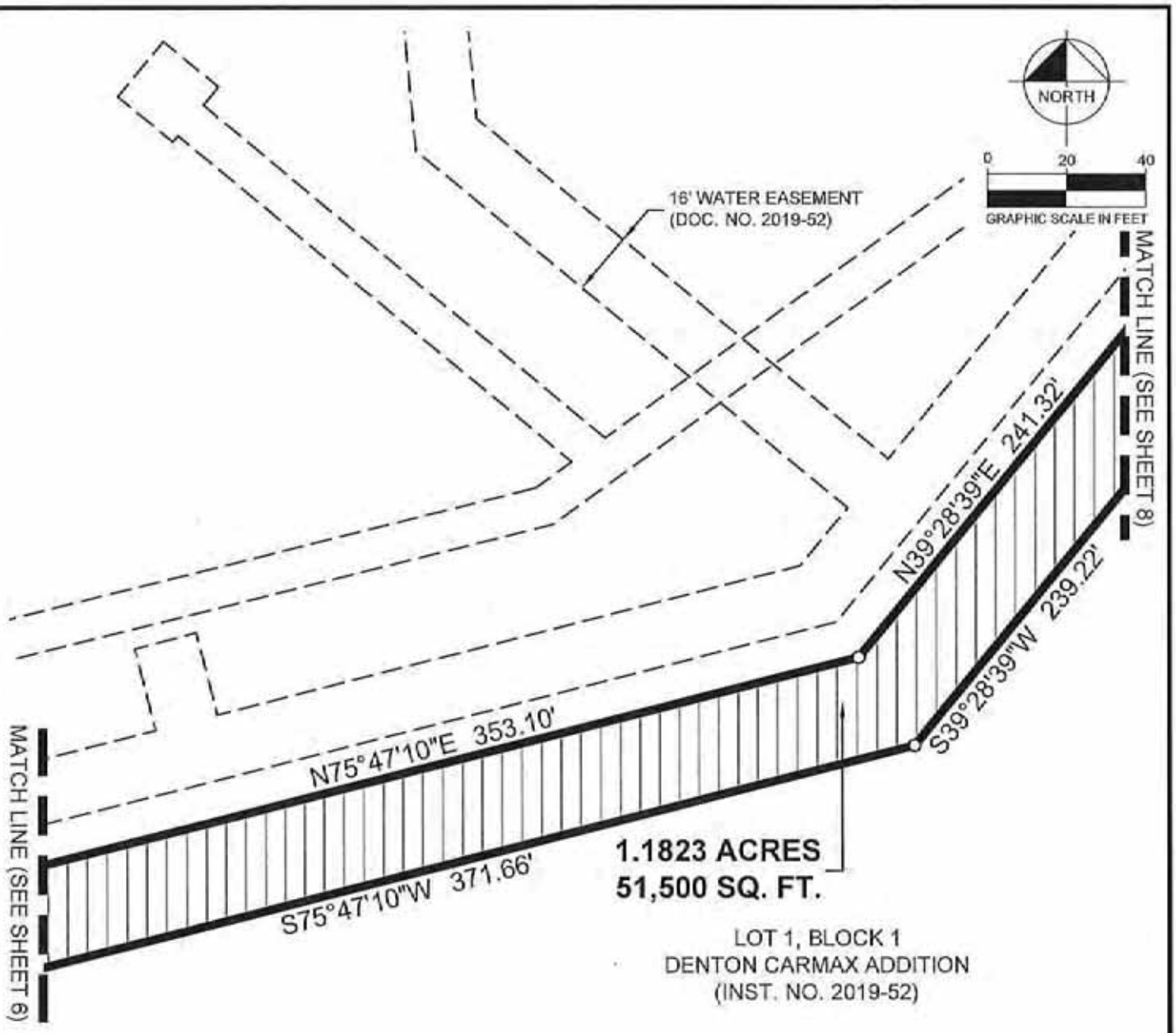
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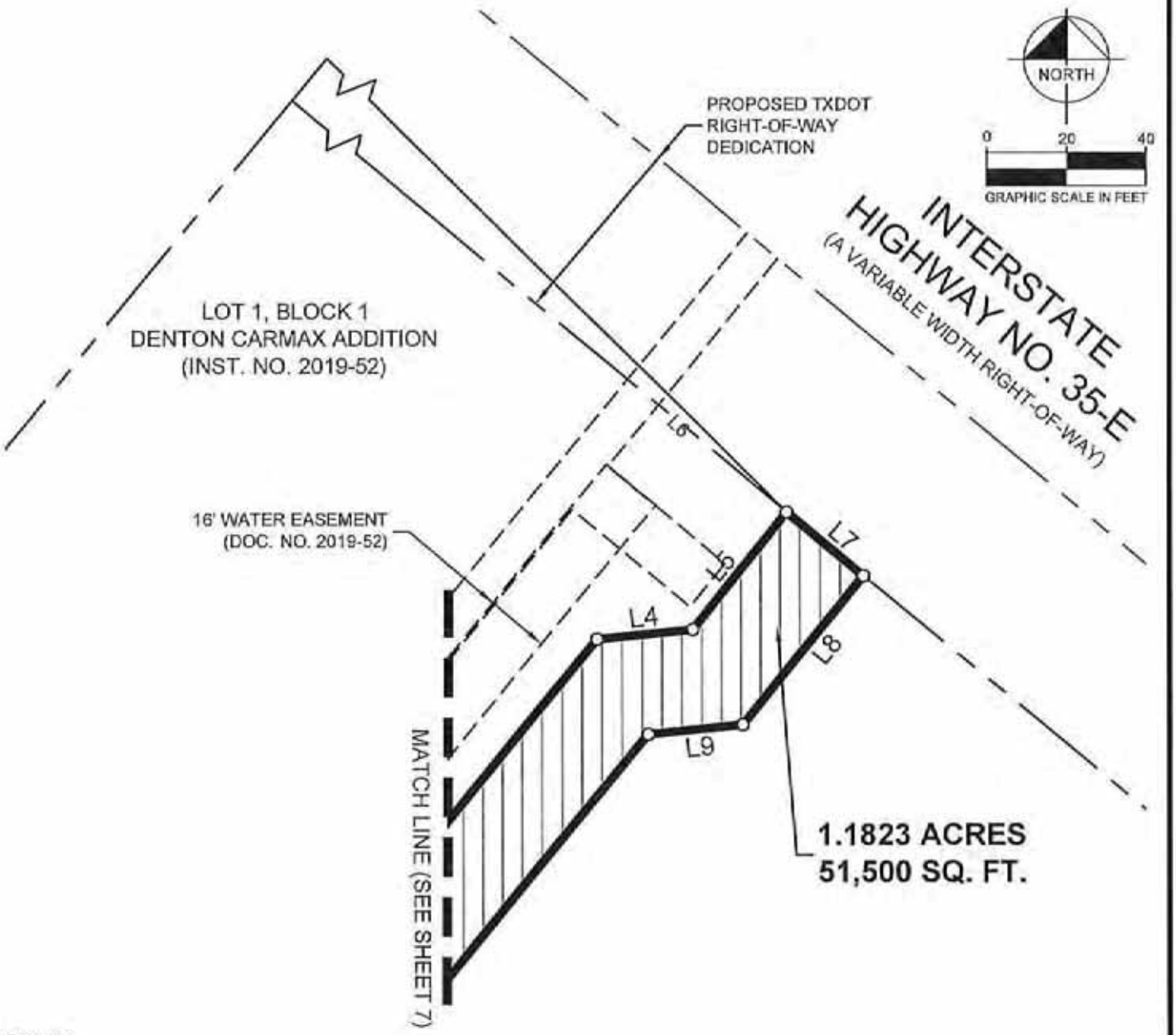
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1" = 40'	CRG	MCB	2/8/2021	061024039	8 OF 9

LINE TABLE		
NO.	BEARING	LENGTH
L1	S50°16'45"E	20.02'
L2	N38°03'08"E	59.87'
L3	S13°34'46"E	61.21'
L4	N84°16'10"E	24.08'
L5	N39°10'34"E	37.93'
L6	N45°32'41"W	563.70'
L7	S50°23'38"E	25.00'
L8	S39°10'34"W	48.12'
L9	S84°16'10"W	24.15'
L10	N13°34'46"W	62.18'
L11	S38°03'08"W	59.92'
L12	N50°16'45"W	45.04'
L13	N38°04'28"E	25.01'

TEMPORARY CONSTRUCTION EASEMENT
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TxDOT Highway Project Number: 0196-02-109
TxDOT Parcel 68

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

Utility Longitudinal Stations:
Sta 1731+41 LT to Sta 1731+61 LT

Existing Easement

Volume V, Page 225

PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc., dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

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

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

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

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

EXECUTED THIS 3rd day of May, 19 72.

ATTEST

M.F.A., INC.

By: T. W. Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. W. Reilly, President whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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

(L. S.)

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 1973

Dallas Printing Co., Dallas

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

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

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

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

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

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

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

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

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

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

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

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

THENCE South 50° 21' East with said right-of-way 3055.2 feet to fence corner;

THENCE South 32° 33' West with a fence 10.16 feet to an angle point;

THENCE North 50° 21' West a distance of 3048.8 feet to an angle point;

THENCE North 1° 51' East a distance of 12.67 feet to the point of beginning.

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

EXHIBIT "A"

FILED FOR RECORD: 18th DAY OF October A.D.1972 at 12:45 o'clock P M.
RECORDED: 25th DAY OF October A.D.1972 at 11:20 o'clock A. M.
BY E. Heinrich DEPUTY

THETA PARKER, COUNTY CLERK
DENTON COUNTY, TEXAS

Cab V Pg 1076

NUMBER

DRAWING NUMBER V

DRAWING NUMBER 676

GENERAL NOTES:
Water service to be provided by the City of Denton.

Sanitary sewer to be handled by the City of Denton.

Telephone Service to be handled by the Street, P.O. Box 1719, Decatur, Texas 76234, Ph. 940-627-8901.

Electric Service to be handled by Cserv, 740 S. Stemmons, Denton, Texas 76205, Ph. 800-274-4014.

The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and do not constitute acceptance of same for maintenance purposes by the City of Denton.

No Deed Restrictions imposed on this plat.

FLOOD STATEMENT: I have consulted the F.I.R.M. Flood Insurance Rate Map for the City of Denton, Denton County, Texas, Community Number 480194, effective date April 2, 1997 and that map indicates that a portion of this property is located in ZONE AE, which is defined as "Areas subject by the 100-year flood with base flood elevations determined" and a portion is in Non-Shaded ZONE X, which is defined as "areas determined to be outside the 500-year flood" as shown on Panel 287 E of said map.

Proposed 4' Concrete Sidewalk set 1' off of Property/Line along I-35 Service Road



LEGEND

OWNER: Jim McNatt & The Al McNatt Family Partnership, Ltd
6060 North Bell Avenue
Denton, Tx 76201
CONTACT: Al McNatt
Ph# 940-382-1020

100 0 100 200 300
GRAPHIC SCALE - FEET

WHEREAS, Jim McNatt & The Al McNatt Family Partnership, Ltd., through its duly sworn representative, Al McNatt, is the owner of that certain tract of land situated in the GIDEON WALKER SURVEY, ABSTRACT NUMBER 1330, Denton County, Texas, and being a called 15.0031 acre tract described in deed from Mark L. McNatt to The Al McNatt Family Partnership, Ltd. as recorded in County Clerk's File Number 96-R0004054 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron rod found in the South line of Interstate Highway 35 Access Road for the most Northeasterly corner of the tract being described herein and the most Southeasterly corner of Lot 4A, Block A, of McNATT ADDITION, an addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in Cabinet Q, Page 267, Plat Records of Denton County, Texas;

THENCE South 47 degrees 07 minutes 00 seconds East with the South right-of-way of said Access Road a distance of 936.28 feet to a 1/2" iron rod found for the most Southeasterly corner of the tract being described herein;

THENCE South 42 degrees 54 minutes 00 seconds West a distance of 698.42 feet to a 1/2" capped iron rod set for the most Southwesterly corner of the tract being described herein;

THENCE North 47 degrees 08 minutes 24 seconds West a distance of 935.68 feet to a 1/2" capped iron rod set for the most Northwesterly corner of the tract being described herein and the most Southwesterly corner of said McNatt Addition;

THENCE North 42 degrees 51 minutes 02 seconds East with the most Southerly line of said McNatt Addition a distance of 683.21 feet to the POINT OF BEGINNING and containing 15.02 acres of land more or less.

KNOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT Jim McNatt & The Al McNatt Family Partnership, Ltd., through it's duly sworn representative, Al McNatt, does adopt this plat designating the herein described property as McNatt Addition, Phase II, to the City of Denton, Denton County, Texas and does hereby dedicate to the public use forever, the streets rights-of-way and public easements shown hereon.

By: _____

STATE OF TEXAS

BEFORE ME, the undersigned Notary in and for the State of Texas, on this day personally appeared, Al McNatt, known to me to be the person, whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 1st DAY OF May 2004.

Notary Public in the State of Texas
My Commission expires 1/4/2008

N. MCKINNEY
MY COMMISSION EXPIRES
April 2, 2008

SURVEYORS CERTIFICATE

I, John E. Thompson a Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "Alliance" under my direction and supervision in accordance with the Ordinances of the City of Denton, Texas.

JE Thompson 05-14-04
John E. Thompson, R.P.L.S. # 4857 Date

CERTIFICATE OF APPROVAL

Approved this 18th day of May 2004 by the Planning Commission for the City of Denton, Texas.

Chairman

City Secretary: Jennifer Walters

PRIVATE DRAINAGE AND DRAINAGE EASEMENT

As per Subdivision and Land Development Regulations and subject to the following conditions that shall be binding upon the owners, the heirs, grantees, and successors, the portion of Block A, as shown on the plat, is called "Private Drainage & Detention Easement". The private drainage & detention easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot(s) that are traversed by or adjacent to the private drainage & detention easement. The City of Denton will not be responsible for the maintenance and operation of said easements for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the private drainage & detention easement, as herein above defined, unless approved by the City of Denton. The property owner shall keep the private drainage & detention easement clear of debris, silt, and any substance that will result in unsanitary conditions, or obstruct the flow of water. And, the City of Denton shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any unsanitary conditions that may occur. The natural drainage through the private drainage & detention easement is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City of Denton shall not be held liable for any of these natural phenomena, or resulting from the failure of any structure, or structures, within the easement.

PERMEABLE AREA/GREEN SPACE EASEMENT

No building, structures, parking lot, fire lane, road, or other impermeable improvements shall be constructed or installed in the permeable area/green space area. No impermeable improvements are to be made, except necessary driveway access and construction plans shall be submitted for review and approval by the City of Denton for all public and private drainage systems. Other rules and regulations related to platting in the City of Denton Subdivision and Land Regulations would apply.

Gol, Sal Pol
R179455 Alyson Walker
TR 168A, ES. 067/alc
SD2378A

ALLIANCE AREA SURVEYING
P.O. BOX 507
KRUM, TX 76249
(940)482-6723

JOB NUMBER:	001542PP
DRAWN BY:	MRE
CHECKED BY:	JET
DATE:	03-12-01
REVISIONS:	04-01-01 05-13-04/S.P.A./Rem'L

FINAL PLAT
McNATT ADDITION, PHASE II
LOTS 1, 2 & 3, BLOCK A

BEING 15.02 ACRES IN THE GIDEON WALKER SURVEY, ABSTRACT # 1330 CITY OF DENTON, DENTON COUNTY, TEXAS

Filed for Record in: Denton County
On: Dec 21, 2004 at 02:40P
Document Number: 152760
Receipt #: 45240
By: (Illegible)
Deputy
Fee: 15.00
Denton County - Cynthia Mitchell

LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 2, Block A, McNatt Addition, Phase II, an addition to the City of Denton, Texas according to the plat recorded in Volume V, Page 676 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point in the southwest line of said Lot 2; from said point a 1/2-inch iron rod found for the south corner of Lot 1, Block A, James Wood Autopark Addition, Phase II, an addition to the City of Denton, Texas according to the plat recorded in Volume R, Page 255 of said Plat Records bears North 50°23'42" West, a distance of 870.69 feet;

THENCE departing the said southwest line of Lot 2, North 38°54'54" East, a distance of 231.19 feet to a point for corner;

THENCE North 6°05'01" West, a distance of 19.55 feet to a point for corner;

THENCE North 38°55'07" East, a distance of 129.73 feet to a point for corner;

THENCE South 50°21'36" East, a distance of 16.00 feet to a point for corner;

THENCE South 38°55'07" West, a distance of 122.90 feet to a point for corner;

THENCE South 6°05'01" East, a distance of 19.55 feet to a point for corner;

THENCE South 38°54'54" West, a distance of 238.02 feet to a point for corner in the said southwest line of Lot 2; from said point the south corner of said Lot 2 bears South 50°23'42" East, a distance of 432.99 feet;

THENCE along the said southwest line of Lot 2, North 50°23'42" West, a distance of 16.00 feet to the **POINT OF BEGINNING** and containing 0.1398 acres or 6,088 square feet of land.

NOTES:

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

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

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

11/16/20

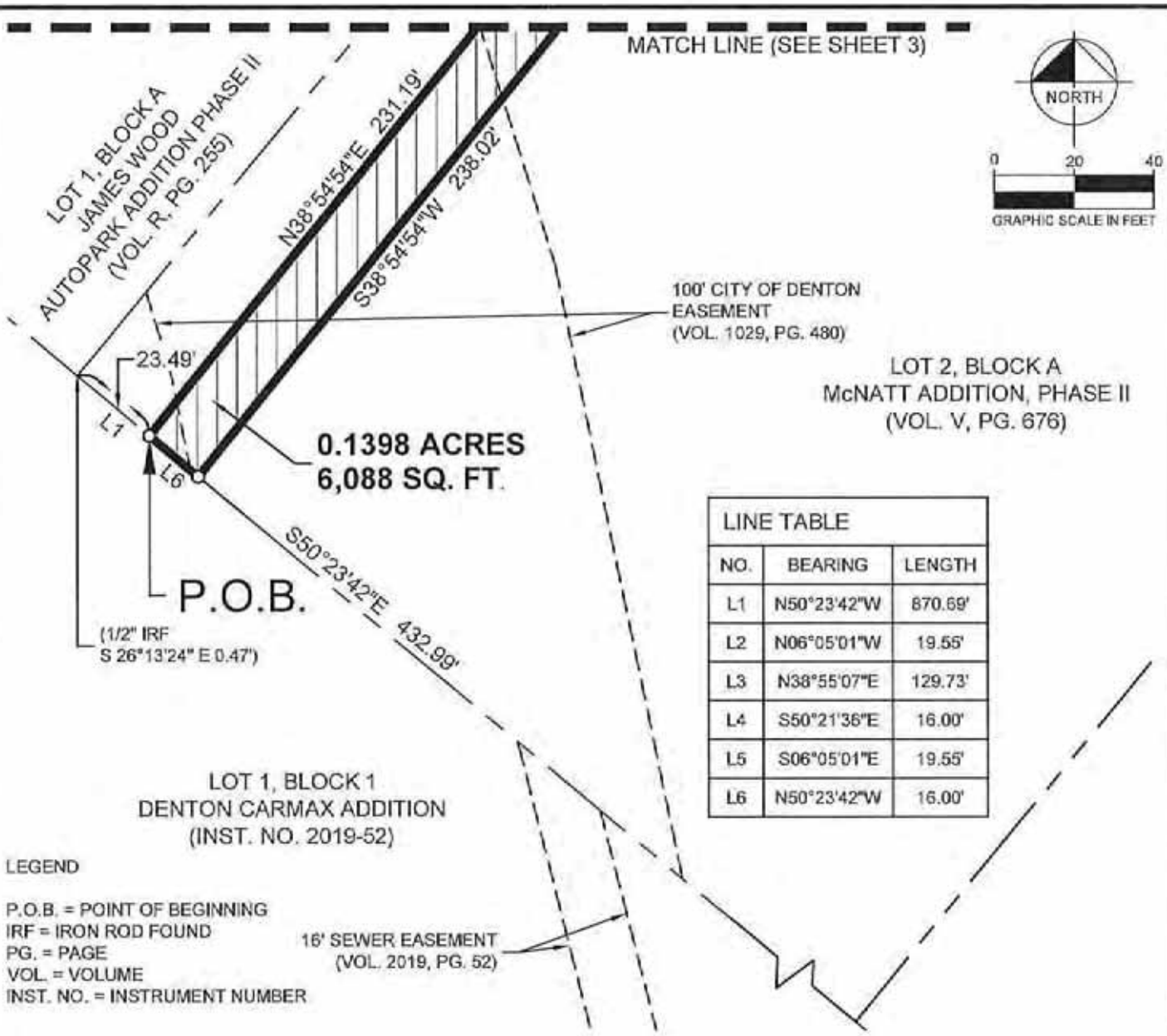
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	11/16/2020	061024039	1 OF 3



LINE TABLE		
NO.	BEARING	LENGTH
L1	N50°23'42"W	870.69'
L2	N06°05'01"W	19.55'
L3	N38°55'07"E	129.73'
L4	S50°21'36"E	16.00'
L5	S06°05'01"E	19.55'
L6	N50°23'42"W	16.00'

LEGEND

P.O.B. = POINT OF BEGINNING
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.

11/16/20

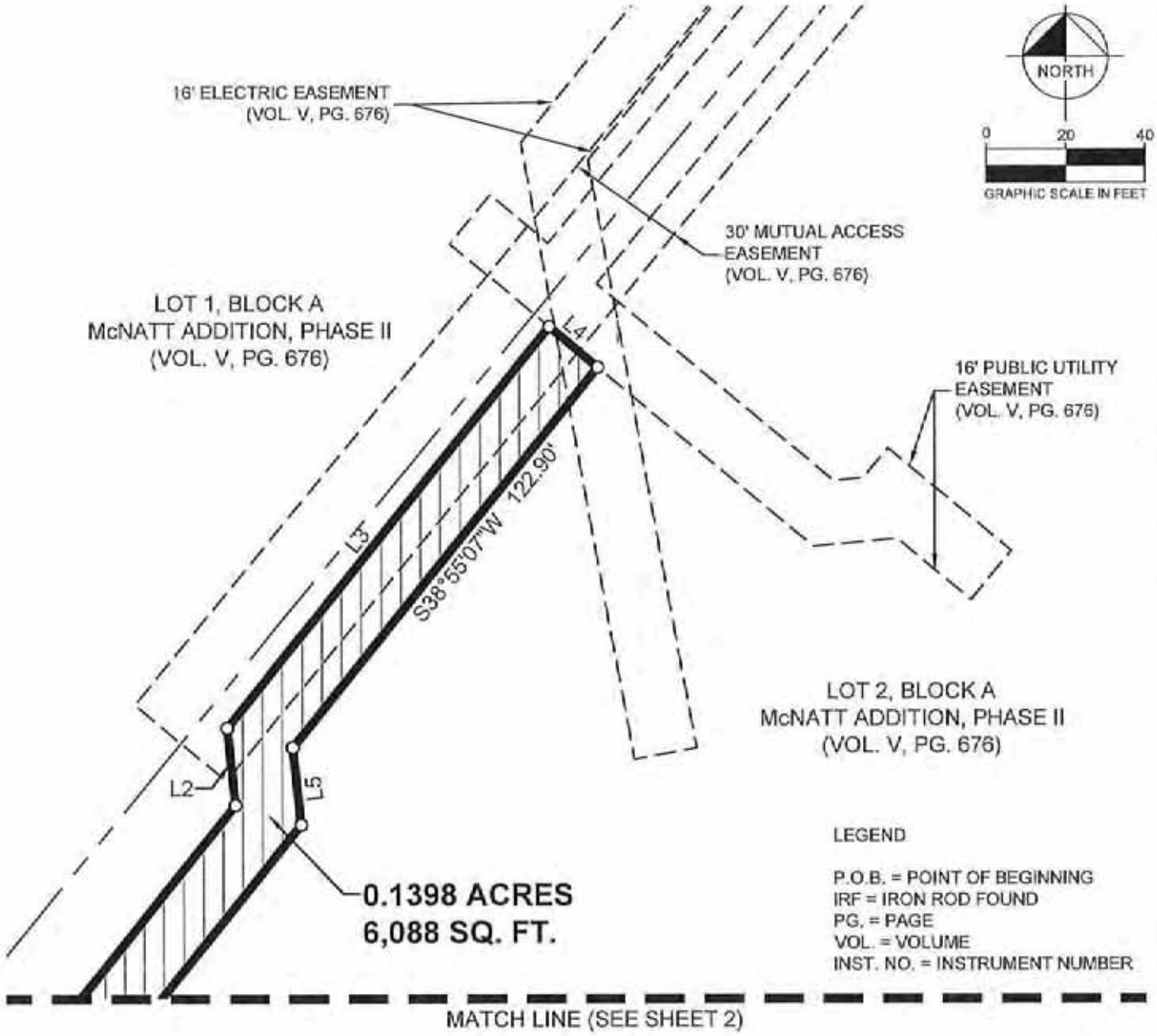
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STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	11/16/2020	061024039	2 OF 3



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
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MATCH LINE (SEE SHEET 2)

WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	11/16/2020	061024039	3 OF 3

TxDOT Highway Project Number: 0196-02-109
TxDOT Parcel 70

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

Utility Longitudinal Stations:
Sta 1736+11 LT to Sta 1736+31 LT

Existing Easement

Volume V, Page 676

PART OF LOT 1, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc., dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

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

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

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

EXECUTED THIS 3rd day of May, 19 72.

ATTEST

M.F.A., INC.

By: T. W. Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. W. Reilly, President whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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

(L. S.)

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 1973

Dallas Printing Co., Dallas

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