

**REIMBURSEMENT AGREEMENT WITH DEVELOPER FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS**

THE STATE OF TEXAS                   §  
  §   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS                   §

This Reimbursement Agreement (the “Agreement”) is by and between the City of Pflugerville, a Texas municipal corporation (the “City”), and Project Charm, owner and/or developer of certain hereinafter described property located within the City (the “Developer”), all collectively referred to as “Parties”, and is effective upon the execution of this Agreement by the Developer and the City (the “Effective Date”).

**WHEREAS**, Developer wishes to develop certain property (the “Development”) located within the City limits, which has been submitted for development review as Project Charm site plan; and

**WHEREAS**, the City currently has plans, specifications and a project budget that have been approved and awarded for construction of the SH 130 Interceptor Wastewater Project (the “Improvements Contract”), and

**WHEREAS**, during the development review process for the Development, the Developer shall be required to construct and dedicate certain public improvements in accordance with the city’s development regulations, attached as Exhibit "A;” and

**WHEREAS**, Developer has requested the City add these public improvements to its current Improvements Contract, as part of the Improvements, which will increase the life of the City infrastructure and benefit the City; and

**WHEREAS**, Developer has agreed to pay for said Public Improvements that must be constructed for the Development by reimbursing the costs to the City; and

**WHEREAS**, the City is willing to include the construction of the additional Public Improvements, and has funds appropriated and available to do so and be reimbursed by Developer.

**NOW THEREFORE**, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

**ARTICLE I – Definitions.**

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

- 1.1. “Agreement” means this agreement, including any amendments hereto, between the City and Developer.

**Change Order No. 1**

Project Name: <u>West SH-130 Interceptor Phase I</u>		Project Number: <u>20101349</u>
Project Owner and Address:	City of Pflugerville	Date of Change Order Issuance: <u>04/29/2020</u>
	100 E. Main Street	
Project Contractor and Address:	P.O. Box 589	Date of Original Agreement: <u>March 17, 2020</u>
	Pflugerville, TX 78691	Notice to Proceed Date: <u>March 18, 2020</u>
	<u>SJ Louis Construction of Texas</u>	Original Contract End Date: <u>August 6, 2021</u>
	<u>10515 Gulfdale St, Ste 111</u>	Original Contract Days: <u>506</u>
	<u>San Antonio, TX 78216</u>	Original Contract Price <u>\$ 12,762,393.94</u>

It is agreed to modify the Contract referred to above as follows:



Description of Changes				
Item #	Description Of Changes	Deduct from Contract	Change in Contract Price	Change in Contract Time
1	Move MH A-11 from Sta: 51+46.40 to Sta: 52+88.40 in order to extend tunneling beyond retaining wall.		\$157,492.20	0
2	Revise rim elevation for MH A-11 from 658.08' to 650.00'		(\$1,371.15)	0
3	Revise rim elevation for MH A-10 B from 680.56 to 683.50'		\$8,467.20	0
4	Revise rim elevation for MH A-10 C from 680.51 to 681.25'		\$2,131.20	0
5	Revise shaft elevation for MH A-10 B from 680.56 to 683.50'		\$5,292.00	0
6	Revise shaft elevation for MH A-10 C from 680.51 to 681.25'		\$1,332.00	0
<b>Difference Net =</b>			<b>\$173,343.45</b>	<b>0</b>

\*Provide attachment(s) for new items or price quotes

It is agreed to modify the contract referred to as description of changes as follows:

Contract Change Summary	
Net Increase (decrease) of this Change Order	
Contract Price prior to this change: <u>\$ 12,762,393.94</u>	Days: <u>0</u>
Net Increase (decrease) of this Change Order: <u>\$ 173,343.45</u>	Revised Contract Time with all approved Change orders
Revised Contract Price with all approved Change Orders: <u>\$ 12,935,737.39</u>	Final (Days and Date): <u>506</u>

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by:  Curtis A. Ostrander, P.E., SJ Louis Construction of Texas, Ltd.  
 Recommended for Approval by:  Darren C. Strozewski, P.E., DCS Engineering, LLC

5/14/2020  
Date:  
5/15/2020  
Date:

Recommended for Approval by: Patricia A. Davis, M.S.C.E., P.E. City Engineer

Date:

Approved for Owner by: Sereniah Breland, City Manager

Attest:

Date:

Distribution: Contractor \_\_\_\_\_ File \_\_\_\_\_ Field \_\_\_\_\_ Owner \_\_\_\_\_ Other \_\_\_\_\_



## Change Order No. 1 - Summary

DCS coordinated with Project Charm's proposed infrastructure (i.e. retaining wall, site roads, finished grades) and anticipated construction schedule for these elements of the Project Charm facilities as they relate to the temporary or proposed easements for the SH-130 Interceptor project. Upon completion of this coordination, two issues were identified including adjusting manhole rim elevations being installed as part of the SH-130 Interceptor project due to Project Charm's proposed finished grades; and a sequence of construction issue with Project Charm's proposed retaining wall that crosses the SH-130 Interceptor on the north side of the Project Charm site. DCS, SJ Louis, Jones and Carter, Conlan (i.e. Project Charm's General Contractor), Seefried, and the City reviewed potential alternatives, met via teleconference to discuss, and collectively came to the below proposed resolution. It was determined, that the issue at hand is primarily a timing issue which was identified once the two separate projects had their detailed construction schedules developed and distributed in early April.

The timing conflict exists between manhole 11 and 12 on the interceptor, see attached plan markups of the SH-130 Interceptor. Specifically, Project Charm desires to start construction on the retaining wall (Drawing 51 of 198 for Project Charm) by approximately April 30, 2020 with construction anticipated to be 100% complete by May 21, 2020. This is required for their construction sequence in order to complete the construction of the building with associated construction access/equipment movement during construction. However, SJ Louis is rapidly working to procure pipe, tunnel plate liner, equipment, manholes, etc for installation of the 45 ft deep open cut interceptor segment in question but these are custom items and have long lead times. The interceptor pipe won't be installed via open cut to the north of MH A-11 until about October 2020.

The retaining wall has significant size and materials associated with it as shown in Drawing 101 of 198 for Project Charm making it logistically difficult (if not impossible) to remove and replace once it is installed. This wall is about 10 ft high at the interceptor crossing location with a maximum height of about 21 feet at it tallest location. Therefore, all interested parties agreed the best alternative was for the interceptor tunnel coming up from the south to MH A-11 to be extended past the proposed retaining wall to a minimum safe distance beyond the toe of this wall to allow open cut installation of the interceptor after the wall was constructed. This distance was determined by evaluating the open cut space requirements needed by SJ Louis. To open cut at this location will require 90 feet of clear space for SJ Louis to install the pipe at a depth of 45 ft. As a result of the above geometry, MH A-11 is required to be moved by 142' north along the interceptor alignment and results in extending the tunneled section beyond the proposed retaining wall by this same distance.

This change order has been agreed to be funded by Seefried (i.e. Project Charm) for the above mentioned reasons and includes adds and deducts to extend the tunneled section of pipe; and manhole adjustments to accommodate finished grades.

Change Order No. 1 Bid Quantity Adjustments

Bid Item	Description	Contract Quantity	Add (Deduct)	Revised Quantity	Unit	Unit Price	Contract Amount	Add (Deduct)	Revised Amount
16	Furnish and Install 42" SN 72, (ASTM D3262) FRP Pipe with bedding per Specification 02515, backfill with select common fill, pipe trench collars per Detail 2, Drawing 04C-07, groundwater and surface water control/dewatering, tracer tape, and appurtenances, Depth 35-45 ft., Complete in Place:	2,207	-142	2,065	LF	\$ 395.05	\$ 871,875.35	\$ (56,097.10)	\$ 815,778.25
20	Furnish and Install Extra Depth on City of Pflugerville 6 Diameter Sanitary Sewer Manhole with 4' Riser including groundwater and surface water control/dewatering, Complete in Place:	28.0	-8.3	19.7	VF	\$ 165.00	\$ 4,620.00	\$ (1,371.15)	\$ 3,248.85
	<b>TUNNELING ITEMS:</b>								
33	Furnish and Install 42" Jacking Pipe (SN 508) (ASTM D3262) FRP Pipe for use with one-pass tunneling method; or 42" SN 72 (ASTM D3262) FRP Pipe and initial support/casing pipe for use with two-pass tunneling method via tunneling including but not limited to: sealed plans for tunneling design by a Professional Engineer, annulus grouting, slurry disposal, labor, material, equipment, and appurtenances at a depth of 45-70 ft, Complete in Place:	1,865	142	2,007	LF	\$ 1,504.15	\$ 2,805,239.75	\$ 213,589.30	\$ 3,018,829.05
35	Furnish and Install Extra Depth on 8' Diameter Cast in Place or Precast Sanitary Sewer Manhole inside Temporary Tunnel Shaft at a depth of 63.5 - 70 ft inclusive of adjustments associated with adjacent development project's finished grade elevations; Complete in Place:	11.4	3.7	15.1	VF	\$ 2,880.00	\$ 32,832.00	\$ 10,598.40	\$ 43,430.40



Project Name: West SH-130 Interceptor Phase I	Owner's Project No. (if applicable): 20101349	
Project Owner: City of Pflugerville	Regulatory Agency Project No. (if applicable):	
Project No.:	Initiated by: <u> X </u> Engineer <u> </u> Contractor	Date: 5/14/20
Contractor: SJ Louis Construction of Texas, Ltd		

Attention:

The following change in the contract on this project is proposed.

- A breakdown of cost SHALL be attached.
- Work shall not commence until authorized by the Owner

Description of the Proposed Change:


Increase shaft at MH A-10 B and MH A-10 C 3.68 vertical feet to accommodate the revised ground elevations.
SJL proposal backup attached.

  
 By: SJ Louis Construction of Texas, Ltd

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Recommended Acceptance       Do Not Recommend Acceptance


Increased  Decreased  Unchanged  
 by  0  calendar days.

  
 By: DCS Engineering, LLC

5/15/2020   
 Date


This change will:  Add  Deduct  Not Change  
 \$  173,343.45

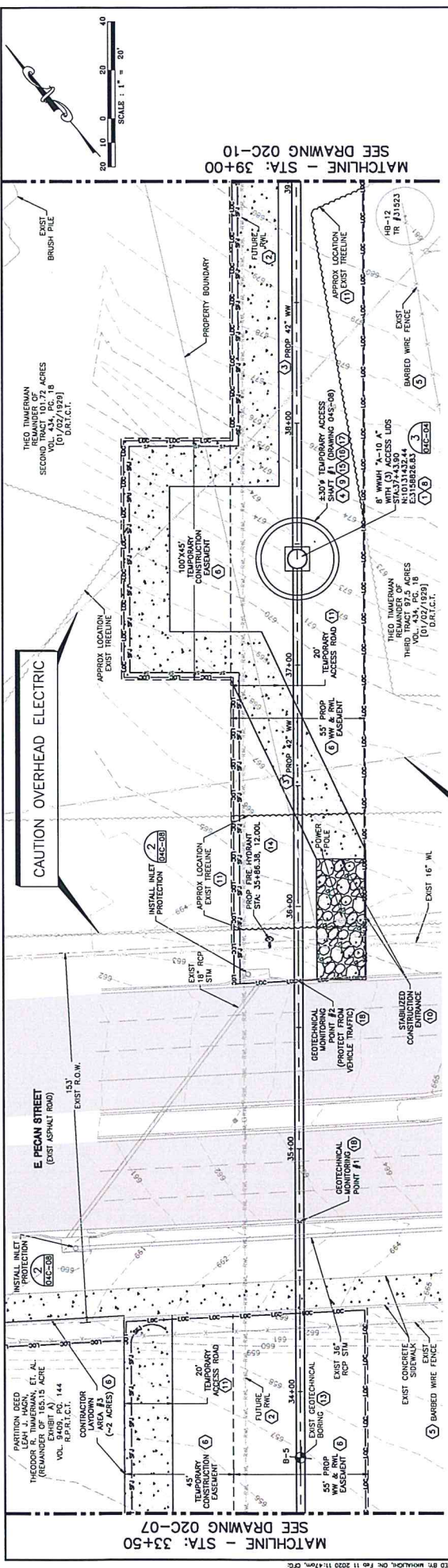
Owner's Action:  
 Accepted  Not Accepted

Contractor  
  
 Date  5/15/2020

By: Owner  
 Date

## Proposal

<b>Project Name</b> West SH-130 Interceptor Phase I		<b>Proposal No.</b> <b>1</b>	<b>Date</b> 5/14/20		
<b>Response Required By</b> City of Pflugerville 100 E. Main Street P.O. Box 589 Pflugerville, TX 78691		<b>Transmitted By</b> Brandon Meyer Project Manager <b>Signature</b> 			
<b>Description of Change</b>  SJ Louis is submitting proposal 01 for the increased depth of the two shafts at MH A-10 B and MH A-10 C. The increase depth is due to the recent fill/grading of Project Charm.  SJ Louis is submitting proposal 01 for backup to Change Order 01.  Note: All materials and work not specifically described herein are excluded. Any labor or materials resulting from any other utility conflict during installation is not included in this proposal.					
<b>Breakdown of Proposal</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit \$</b>	<b>Total Cost</b>
<b>ADDITIONS</b>					
1	Revise shaft elevation for MH A-10 B from 680.56 to 683.50'	Vertical Foot	2.94	\$ 1,800.00	\$ 5,292.00
2	Revise shaft elevation for MH A-10 C from 680.51 to 681.25'	Vertical Foot	0.74	\$ 1,800.00	\$ 1,332.00
3	OHP Mark- Up	Percent	0%	\$ 6,624.00	-
Subtotal Additions (A)					\$ 6,624.00
<b>DELETIONS</b>					
N/A	N/A	N/A	0.00	\$ -	\$ -
Subtotal Deletions (B)					\$ -
<b>TOTAL ADDITIONAL COST (A - B)</b>					<b>\$ 6,624.00</b>
<b>NET CONTRACT CHANGE</b>					<b>\$ 6,624.00</b>
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					<b>0</b>
<b>S.J. Louis Construction Action</b>					
xc Les V. Whitman, S.J. Louis Construction of Texas, Ltd.					



- KEY NOTES:**
- FINISH GRADE SHALL SLOPE AWAY FROM CONCRETE SLAB AT 3:1 IN ALL DIRECTIONS.
  - LOCATION OF LINE IS CONCEPTUAL AND SHALL BE INSTALLED AT A FUTURE DATE BY OTHERS.
  - FOR CORRESPONDING PROFILE SHEET FOR STA. 33+50 TO STA. 39+00, SEE DRAWING 02C-09.
  - CONTRACTOR SHALL REFER TO GEOTECHNICAL BASELINE REPORT FOR INFORMATION ON TRENCHLESS CONSTRUCTION METHODS.
  - REMOVE EXISTING FENCE AS NEEDED AND REPAIR FOLLOWING CONSTRUCTION. INSTALL TEMPORARY TYPE "X" BARBED WIRE FENCE AS REQUIRED TO MAINTAIN EXISTING EASEMENTS. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES.
  - ALL THIS PROJECT PER DWG 02C-12 AND 02C-13. PAVEMENT SHALL BE FOR FIELD INSTALLED QUANTITIES PER BID ITEMS.
  - PIPE MATERIAL AND TEMPORARY ACCESS SHAWT DIAMETER MAY CHANGE SUBJECT TO CONTRACTORS' TUNNELING METHOD. ANY CHANGE IN THESE SHALL BE APPROVED BY OWNER.
  - CONTRACTOR SHALL ADJUST MANHOLE RIM UP OR DOWN BY .25 FT TO ACCOMMODATE FINISHED GRADE ELEVATIONS FROM STATION 35+00 TO 51+50. FINAL QUANTITY ADJUSTMENT SHALL BE PER THE BID SCHEDULE.
  - UPON COMPLETION OF WORK, THE TOP OF THE TEMPORARY SHAWT SHALL BE 3'-0" (MIN) BELOW THE FINISHED GRADE.
  - CONTRACTOR SHALL REMOVE AND REPLACE CONCRETE CURB DAMAGED BY CONSTRUCTION ACTIVITIES.
  - FIELD LOCATE TEMPORARY ACCESS ROAD. CONTRACTOR SHALL CLEAR AND GRUB THE WIDTH OF THE PERMANENT TEMPORARY ROAD. REMOVE ROAD UPON COMPLETION OF WORK. ROAD SHALL NOT BLOCK STORMWATER RUNOFF FROM UPDRAINAGE AREAS. CROSS-SLOPE ROAD AND/OR INSTALL 12% TEMPORARY CULVERT(S) WHERE NEEDED DURING CONSTRUCTION.
  - NOT USED.
  - GEOTECHNICAL BORE HOLES WERE BACKFILLED WITH A MIXTURE OF ASBESTOS CEMENT AND BENTONITE. CONTRACTOR SHALL ACCOUNT FOR THIS DISTURBED EARTH IN HIS CHOSEN TUNNEL BORING METHOD.
  - INSTALL FIRE IMPROVANT PER DETAIL W-10 ON SHEET 04C-06 USING A 6" TAPPING SLEEVE AND SMOKE WITH 6" GATE VALVE ON EXIST 16" WATERLINE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING TEMPORARY WATER METER FROM THE CITY AND REPORTING WATER USAGE TO ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING TEMPORARY WATER METER FROM THE CITY AND REPORTING WATER USAGE TO ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING TEMPORARY WATER METER FROM THE CITY AND REPORTING WATER USAGE TO ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING TEMPORARY WATER METER FROM THE CITY AND REPORTING WATER USAGE TO ENGINEER.

**CONTRACTOR SHALL INSTALL TEMPORARY CHAINLINK FENCING AROUND HIS ACCESS SHAWT AND ADJACENT EQUIPMENT DEVELOPMENT PROJECT. SECURITY AND SAFETY OF THESE AREAS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE PAY.**

**MAINTAIN SITE DRAINAGE DURING CONSTRUCTION TO ENSURE SURFACE RUNOFF AWAY FROM TEMPORARY ACCESS SHAWT. TIMES BACKFILL STRUCTURE AS SOON AS PRACTICAL. IMMEDIATELY PUMP WATER OUT OF OPEN EXCAVATIONS IF FLOODED.**

**CONTRACTOR SHALL INSTALL A 4" THICK SEAL SLAB COVERING THE ENTIRE FLOOR OF THE SHAWT IMMEDIATELY AFTER REACHING THE REQUIRED DEPTH.**

**PROVIDE SURFACE SETTLEMENT MARKER (ON CONCRETE CURB) AND SUBSURFACE SHALLOW SETTLEMENT INDICATOR (BEHIND CONCRETE CURB) PER SPECIFICATION.**

**LEGEND:**

- 8" SUI FENCE
- 6" FENCE WITH J-HOOKS
- LOC LIMIT OF CONSTRUCTION
- TP CHAIN LINK FENCE
- 100 YEAR FLOODPLAIN
- OVERHEAD FLOODPLAIN
- UNDERGROUND FLOODPLAIN
- ELECTRIC LINE
- MANHOLE
- WATER LINE
- FIBER OPTIC LINE

**BORE LOG LEGEND:**

- Limestone
- Shale
- USCS CLAYEY SAND
- USCS CLAYEY GRAVEL
- USCS HIGH PLASTICITY CLAY
- USCS LOW PLASTICITY CLAY
- WEATHERED SHALE

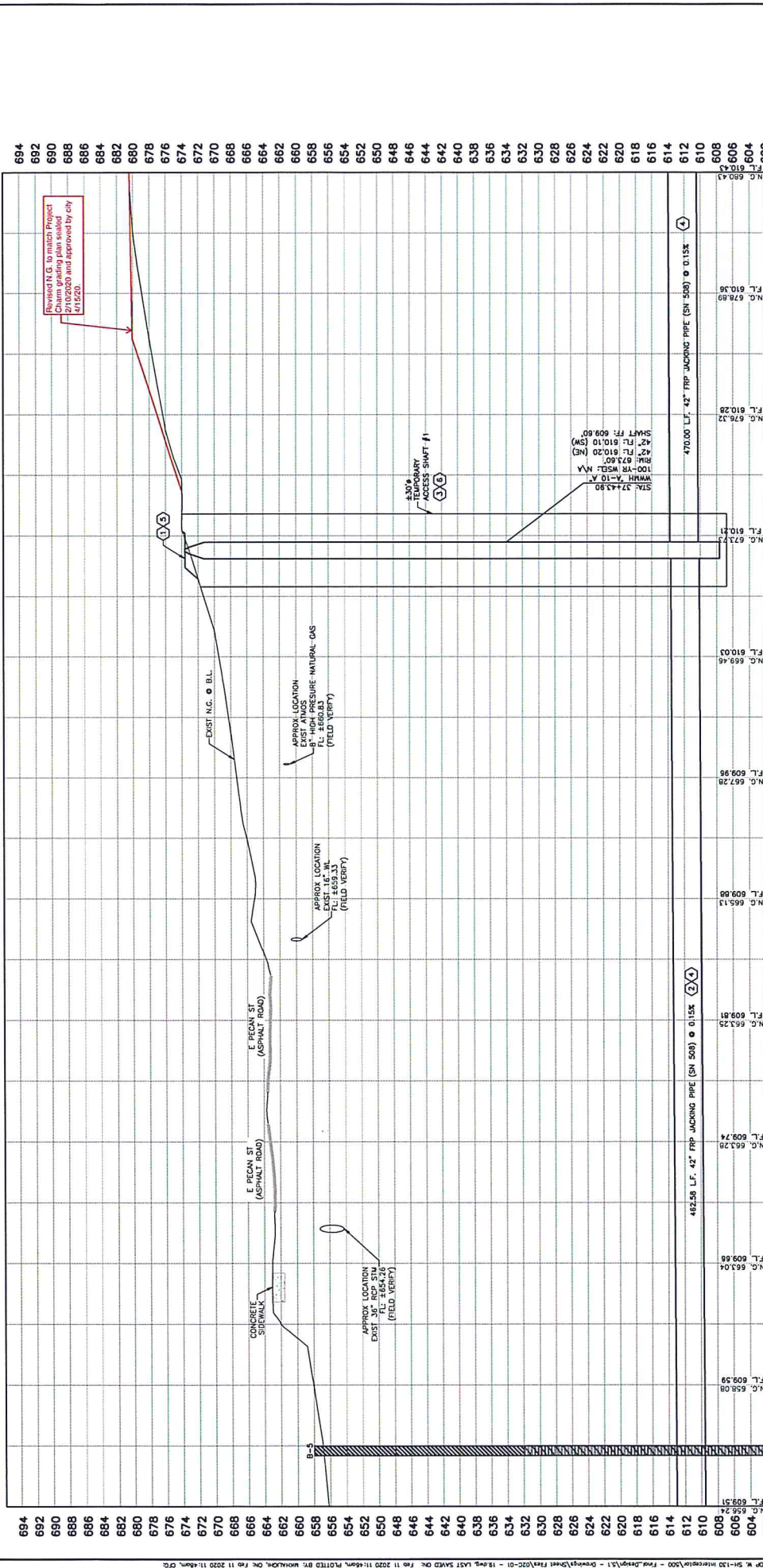
**NOTES:**

- NOTES ARE SHOWN ON 000-04 FOR CONTRACTOR SHALL MINIMIZE DISTURBANCE OF LAND WITHIN THE CONSTRUCTION VEHICLE PARKING AREA. THE FLOODPLAIN DISTURBED LAND WITHIN FLOODPLAIN SHALL BE REVEGETATED IMMEDIATELY AFTER THE AREA IS WATED.

<p>THEO TIMMERMAN SECOND TRACT 10.57 ACRES VOL. 434, P.C. 18 [01/27/1979] D.R.A.C.T.</p> <p>THEO TIMMERMAN THIRD TRACT 92.5 ACRES VOL. 434, P.C. 18 [01/27/1979] D.R.A.C.T.</p> <p>THEO TIMMERMAN PARTITION DEED LEAH J. HORN, ET AL. (REMAINDER OF 153.15 ACRE VOL. 859, P.C. 144 [01/27/1979] D.R.A.C.T.)</p> <p>CONTRACTOR LAYDOWN AREA #3 (~2 ACRES)</p> <p>100'X45' TEMPORARY CONSTRUCTION EASEMENT</p> <p>55' PROP. 2" RW</p> <p>35'-00"</p> <p>37'-00"</p> <p>38'-00"</p> <p>39'-00"</p> <p>40'-00"</p> <p>41'-00"</p> <p>42'-00"</p> <p>43'-00"</p> <p>44'-00"</p> <p>45'-00"</p> <p>46'-00"</p> <p>47'-00"</p> <p>48'-00"</p> <p>49'-00"</p> <p>50'-00"</p> <p>51'-00"</p> <p>52'-00"</p> <p>53'-00"</p> <p>54'-00"</p> <p>55'-00"</p> <p>56'-00"</p> <p>57'-00"</p> <p>58'-00"</p> <p>59'-00"</p> <p>60'-00"</p> <p>61'-00"</p> <p>62'-00"</p> <p>63'-00"</p> <p>64'-00"</p> <p>65'-00"</p> <p>66'-00"</p> <p>67'-00"</p> <p>68'-00"</p> <p>69'-00"</p> <p>70'-00"</p> <p>71'-00"</p> <p>72'-00"</p> <p>73'-00"</p> <p>74'-00"</p> <p>75'-00"</p> <p>76'-00"</p> <p>77'-00"</p> <p>78'-00"</p> <p>79'-00"</p> <p>80'-00"</p> <p>81'-00"</p> <p>82'-00"</p> <p>83'-00"</p> <p>84'-00"</p> <p>85'-00"</p> <p>86'-00"</p> <p>87'-00"</p> <p>88'-00"</p> <p>89'-00"</p> <p>90'-00"</p> <p>91'-00"</p> <p>92'-00"</p> <p>93'-00"</p> <p>94'-00"</p> <p>95'-00"</p> <p>96'-00"</p> <p>97'-00"</p> <p>98'-00"</p> <p>99'-00"</p> <p>100'-00"</p>		<p>DATE: NOVEMBER 2019</p> <p>SCALE: 1"=20'</p> <p>HORIZ: 1"=20'</p> <p>VERT: 1"=6"</p> <p>DRAWING NO: 02C-08</p>
<p>WASTEWATER LINE</p> <p>WASTEWATER LINE #A</p> <p>PLAN - STA 39+60 TO STA 39+00</p>		
<p>CITY OF PFLUGERVILLE</p> <p>WEST SH-130 INTERCEPTOR PHASE I</p>		
<p>DCS ENGINEERING, LLC</p> <p>HIGHWAY, BUILDING C-100</p> <p>AUSTIN, TX 78746</p> <p>TEL: (512) 614-6171</p> <p>FAX: (512) 264-6572</p> <p>FIGURE: PLAN NO. 1-13162</p>		
<p>PROJECT MANAGER: DCS</p> <p>DESIGNED BY: JKH</p> <p>CHECKED BY: DCS</p> <p>DRAWN BY: MMS</p> <p>DCS PROJECT NO: 20101349</p>		
REV. NO.	DATE	DESCRIPTION

- BORE LOG LEGEND:**
  - Blank: Limestone
  - Stippled: Shale
  - Diagonal lines (SW-NE): USGS Clayey Sand
  - Diagonal lines (NW-SE): USGS Clayey Gravel
  - Diagonal lines (TL-BR): USGS High Plasticity Clay
  - Diagonal lines (BL-TL): USGS Low Plasticity Clay
  - Horizontal lines: Weathered Shale
- ROBOTS LEGEND:**
  - SF: Salt Fence
  - SF-J: Salt Fence with J-Hooks
  - LOC: Limit of Construction
  - TP: Chain Link Fence
  - 100 Year Floodplain
  - 100 Year Floodplain
- OVERLAP LEGEND:**
  - Open circle: Overlap
  - Circle with X: Underlap
  - Circle with solid line: Electric Line
  - Circle with dashed line: Manhole
  - Circle with horizontal lines: Water Line
  - Circle with vertical lines: Fiber Optic Line
  - Circle with diagonal lines: Existing Tree to Remain
  - Circle with diagonal lines (45 deg): Existing Tree to be Demolished
- INDEXES:**
  - EXIST USE TO REMAIN WITH WOOD SITS
  - EXIST TREE TO REMAIN WITH CHAIN LINK FENCE
  - EXIST TREE TO BE DEMOLISHED
- METHODS:**
  - FINISH GRADE SHALL SLOPE AWAY FROM CONCRETE SHAFT AT 3:1 IN ALL DIRECTIONS.
  - CONTRACTOR SHALL PLACE DISTURBED STORAGE AND CONSTRUCTION VEHICLE STORAGE AREAS TO BE REGENERATED IMMEDIATELY AFTER THE AREA IS VACATED.
  - CONTRACTOR SHALL ADJUST MANHOLE RIM UP OR DOWN BY CONSTRUCTION AT THE SAME TIME AS THE SH-150 PROJECT ADJUSTMENT SHALL BE PER THE BID SCHEDULE.
  - UPON COMPLETION OF WORK, THE TOP OF THE TEMPORARY SHAFT SHALL BE 3'-0" (MIN) BELOW THE FINISHED GRADE.

**WASTEWATER LINE**



REV. NO.	DATE	DESCRIPTION
001	11/15/19	34+00 - 34+50
002	11/15/19	35+50 - 38+00
003	11/15/19	38+00 - 38+50
004	11/15/19	38+50 - 39+00
005	11/15/19	39+00 - 39+50
006	11/15/19	39+50 - 40+00
007	11/15/19	40+00 - 40+50
008	11/15/19	40+50 - 41+00
009	11/15/19	41+00 - 41+50
010	11/15/19	41+50 - 42+00
011	11/15/19	42+00 - 42+50
012	11/15/19	42+50 - 43+00
013	11/15/19	43+00 - 43+50
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080	11/15/19	76+50 - 77+00
081	11/15/19	77+00 - 77+50
082	11/15/19	77+50 - 78+00
083	11/15/19	78+00 - 78+50
084	11/15/19	78+50 - 79+00
085	11/15/19	79+00 - 79+50
086	11/15/19	79+50 - 80+00
087	11/15/19	80+00 - 80+50
088	11/15/19	80+50 - 81+00
089	11/15/19	81+00 - 81+50
090	11/15/19	81+50 - 82+00
091	11/15/19	82+00 - 82+50
092	11/15/19	82+50 - 83+00
093	11/15/19	83+00 - 83+50
094	11/15/19	83+50 - 84+00
095	11/15/19	84+00 - 84+50
096	11/15/19	84+50 - 85+00
097	11/15/19	85+00 - 85+50
098	11/15/19	85+50 - 86+00
099	11/15/19	86+00 - 86+50
100	11/15/19	86+50 - 87+00

**CITY OF PFLUGERVILLE**  
 WEST SH-150 INTERCEPTOR  
 PHASE I

**DCS ENGINEERING, LLC**  
 HIGHWAY, BUILDING C-100  
 AUSTIN, TX 78746  
 TEL: (512) 614-6171  
 FAX: (512) 284-8021  
 I.B.P.E. FIRM NO. P-13162

**DESIGNED BY:** JKH  
**CHECKED BY:** DCS  
**DRAWN BY:** MMS

**PROJECT MANAGER:** DCS  
**20101348**

**DATE:** NOVEMBER 2019  
**SCALE:** 1"=20'  
**HORIZ:** 1"=20'  
**VERT:** 1"=6'

**DRAWING:** 02C-09

**WASTEWATER LINE**  
**WASTEWATER LINE #A\***  
 PROFILE - STA 33+50 TO STA 39+00

*Signature*





**BORE LOG LEGEND:**

- LMSTONE
- SHALE
- USGS CLAY/ SAND
- USGS CLAY/ GRAVEL
- USGS LOW PLASTICITY CLAY
- WEATHERED SHALE

**OVERHEAD:**

- 60" OVERHEAD POWER LINE
- 48" OVERHEAD ELECTRIC LINE
- MANVILLE WATER LINE
- FIBER OPTIC LINE

**CONSTRUCTION:**

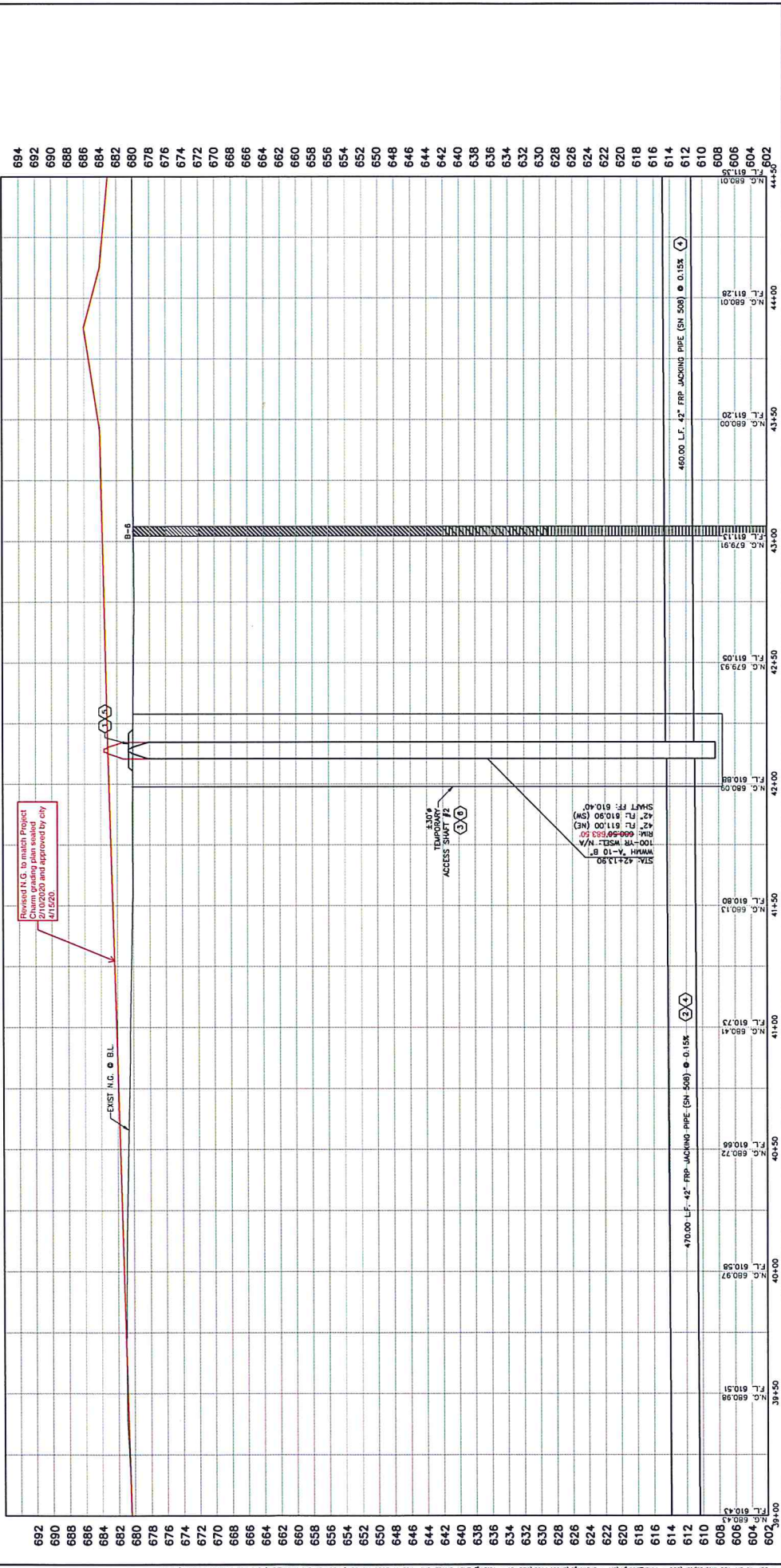
- SF SILT FENCE
- SFJ SILT FENCE WITH J-HOOKS
- LOC LIMIT OF CONSTRUCTION
- TP CHAIN LINK FENCE
- 100 YEAR FLOODWAY
- 100-YR FLOODPLAIN

**EXISTING:**

- EXIST TREE TO REMAIN WITH HOOD SIGNS
- EXIST TREE TO REMAIN WITH SHAW LINK FENCE
- EXIST TREE TO BE PRESERVED

**WASTEWATER LINE**

EXIST N.G. @ B.L.



REV. NO.	DATE	DESCRIPTION
602	09+00	394+50
608	606	40+00
610	612	41+00
614	616	42+00
618	620	43+00
622	624	44+00
626	628	44+50
630	632	45+00
634	636	46+00
638	640	47+00
642	644	48+00
646	648	49+00
650	652	50+00
654	656	51+00
658	660	52+00
662	664	53+00
666	668	54+00
670	672	55+00
674	676	56+00
678	680	57+00
682	684	58+00
686	688	59+00
690	692	60+00
694	696	61+00
698	700	62+00
702	704	63+00
706	708	64+00
710	712	65+00
714	716	66+00
718	720	67+00
722	724	68+00
726	728	69+00
730	732	70+00
734	736	71+00
738	740	72+00
742	744	73+00
746	748	74+00
750	752	75+00
754	756	76+00
758	760	77+00
762	764	78+00
766	768	79+00
770	772	80+00
774	776	81+00
778	780	82+00
782	784	83+00
786	788	84+00
790	792	85+00
794	796	86+00
798	800	87+00
802	804	88+00
806	808	89+00
810	812	90+00
814	816	91+00
818	820	92+00
822	824	93+00
826	828	94+00
830	832	95+00
834	836	96+00
838	840	97+00
842	844	98+00
846	848	99+00
850	852	100+00

**KEY NOTES:**

- FINISH GRADE SHALL SLOPE AWAY FROM CONCRETE SLAB AT 3:1 IN ALL DIRECTIONS.
- FOR CORRESPONDING PLAN SHEET FOR STA. 394+00 TO STA. 444+50, SEE DRAWING 02C-10.
- CONTRACTOR SHALL REFER TO GEOTECHNICAL BASELINE REPORT FOR INFORMATION ON TRENCHLESS CONSTRUCTION METHODS.
- PIPE MATERIAL AND TEMPORARY ACCESS SHWAT DIAMETER MAY CHANGE SUBJECT TO CONTRACTORS' TUNNELING METHOD. ANY CHANGE IN THESE SHALL BE APPROVED BY ENGINEER.

**NOTES:**

- AREAS ARE SHOWN ON 02C-04 FOR THIS DRAWING.
- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING UTILITIES AND CONSTRUCTION VEHICLE STORAGE AND CONSTRUCTION VEHICLE STORAGE SHALL BE OUTSIDE THE LIMITS OF FLOODPLAIN SHALL BE REGENERATED IMMEDIATELY AFTER THE AREA IS VACATED.

**REVISIONS:**

- 1. Revised N.G. to match Project Chart grading plan sealed 4/15/20.

**PROJECT MANAGER:** JPH  
**DESIGNED BY:** DCS  
**CHECKED BY:** DCS  
**DRAWN BY:** MMS

**DCS PROJECT NO:** 2010349

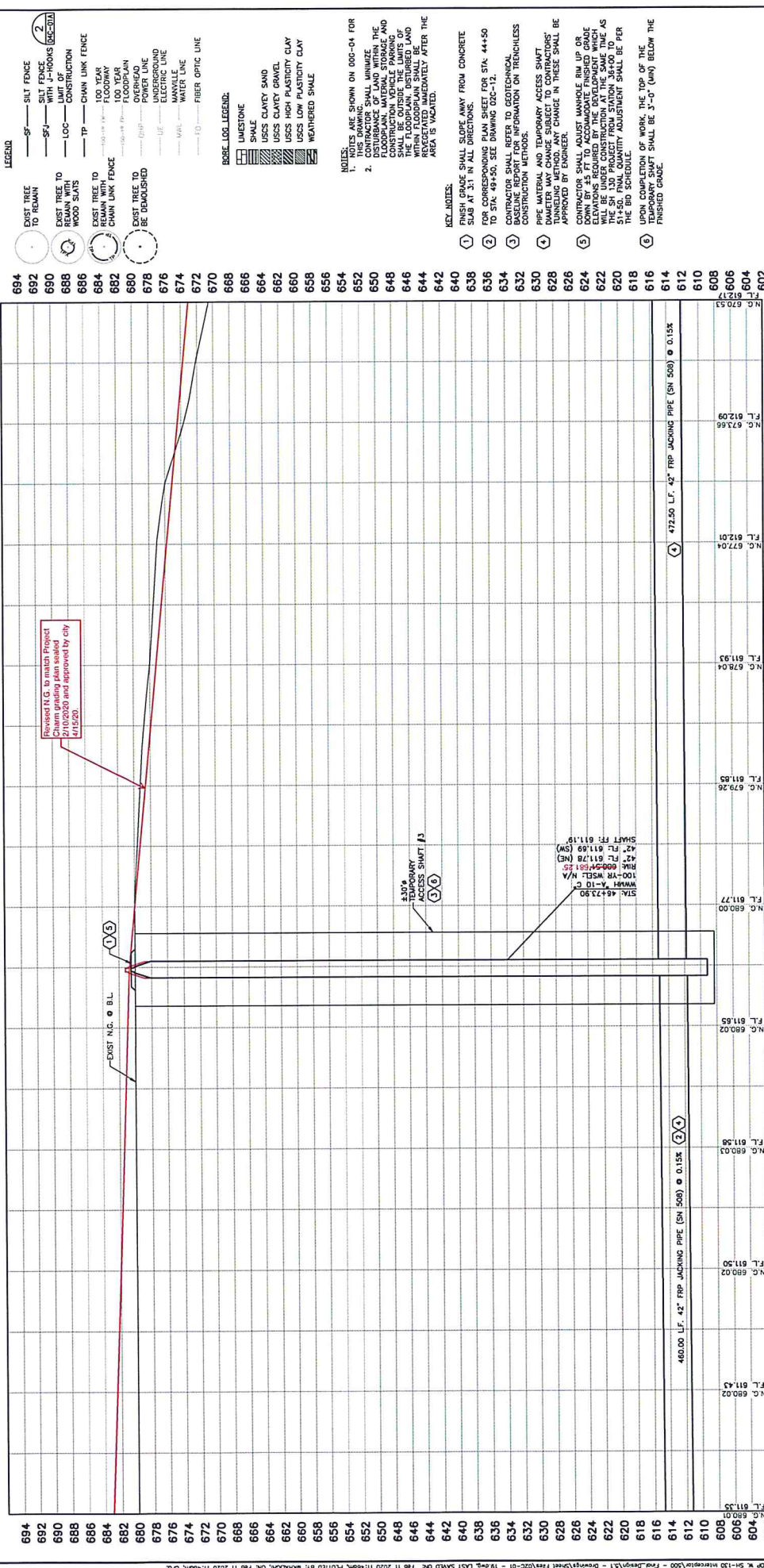
**CITY OF PFLUGERVILLE**  
**WEST SH-130 INTERCEPTOR PHASE I**

**WASTEWATER LINE**  
**WASTEWATER LINE "A"**  
**PROFILE - STA 394+00 TO STA 444+50**

**DATE:** NOVEMBER 2019  
**SCALE:** HORIZ: 1"=20'  
 VERT: 1"=6'  
**DRAWING:** 02C-11



# WASTEWATER LINE



- ### LEGEND
- EXIST TREE TO REMAIN
  - EXIST TREE TO REMAIN WITH WOOD SLATS
  - EXIST TREE TO REMAIN WITH FLOODWAY FENCE
  - EXIST TREE TO BE DEMOLISHED
  - SFT — SILT FENCE
  - SF4 — SILT FENCE WITH J-HOOKS
  - LOC — CONSTRUCTION
  - TP — CHAIN LINK FENCE
  - 100 YEAR FLOODWAY
  - 100 YEAR FLOODWAY FENCE
  - FLOODWAY
  - FLOODWAY FENCE
  - POWER LINE
  - UNDERGROUND POWER LINE
  - ELECTRIC LINE
  - WATER LINE
  - FIBER OPTIC LINE

- ### ROCK LOG LEGEND:
- ☐ LIMESTONE
  - ☐ SHALE
  - ☐ 100% CLAYEY SAND
  - ☐ 75% SAND 25% CLAY
  - ☐ 50% SAND 50% PLASTIC CLAY
  - ☐ 25% SAND 75% PLASTIC CLAY
  - ☐ WEATHERED SHALE

**NOTES:**

1. FINISH GRADE IS SHOWN ON 00C-04 FOR THIS DRAWING. CONTRACTOR SHALL MAINTAIN THE FLOODWAY, MATERIAL STORAGE AND FLOODWAY FENCE WITHIN THE LIMITS OF THE FLOODWAY. DISTURBED LAND SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. REVEGETATED IMMEDIATELY AFTER THE AREA IS VACATED.

**KEY NOTES:**

1. FINISH GRADE SHALL SLOPE AWAY FROM CONCRETE SLAB AT 3:1 IN ALL DIRECTIONS.
2. FOR CORRESPONDING PLAN SHEET FOR STA. 44+50 TO STA. 49+50, SEE DRAWING 02C-12.
3. CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORT FOR INFORMATION ON FRICTIONLESS CONSTRUCTION METHODS.
4. PIPE MATERIAL AND TEMPORARY ACCESS SHIRT DIAMETER MAY CHANGE, SUBJECT TO CONTRACTORS' APPROVAL BY ENGINEER. CHANGE IN THESE SHALL BE APPROVED BY ENGINEER.
5. CONTRACTOR SHALL ADJUST WHOLE RIM UP OR DOWN BY 45 FT TO ACCOMMODATE FINISHED GRADE. CONTRACTOR SHALL MAINTAIN THE WHOLE RIM UP OR DOWN BY 45 FT TO ACCOMMODATE FINISHED GRADE. THE SH-130 PROJECT FROM STATION 36+00 TO 44+50 SHALL BE UNDER CONSTRUCTION AT THE SAME TIME AS THIS PROJECT. CONTRACTOR SHALL BE PER THE BID SCHEDULE.
6. UPON COMPLETION OF WORK, THE TOP OF THE TEMPORARY SHIRT SHALL BE 3'-0" (MIN) BELOW THE FINISHED GRADE.

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
694			DESIGNED BY:	DCS
692			CHECKED BY:	DCS
690			DRAWN BY:	MKS
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DATE: NOVEMBER 2019  
 HORIZ. SCALE: 1"=20'  
 VERT. SCALE: 1"=6'  
 DRAWING: 02C-13

WASTEWATER LINE  
 WASTEWATER LINE 'A'  
 PROFILE - STA 44+50 TO STA 49+50



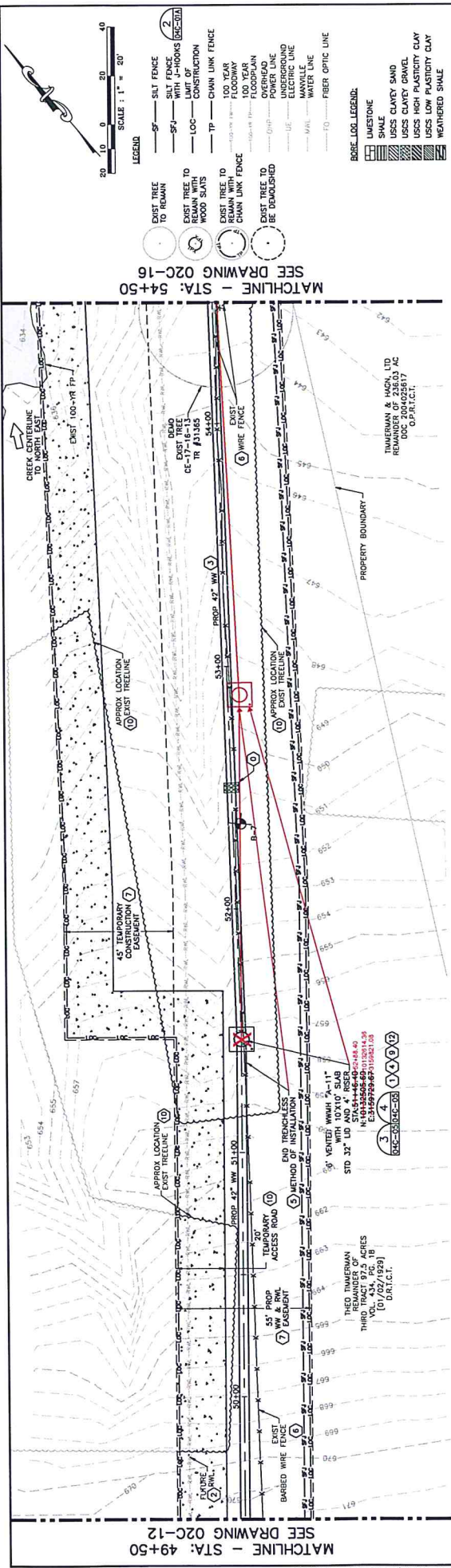
CITY OF PELUGERVILLE  
 WEST SH-130 INTERCEPTOR  
 PHASE I

DCS ENGINEERING, LLC  
 CAPITAL CITY CENTER  
 HIGHWAY BILLING G-100  
 AUSTIN, TX 78746  
 TEL: (512) 614-6171  
 FAX: (512) 614-6172



PROJECT MANAGER: DCS  
 DESIGNED BY: DCS  
 CHECKED BY: DCS  
 DRAWN BY: MKS

DCS PROJECT NO.: 20101349





MATCHLINE - STA: 49+50  
SEE DRAWING 02C-12

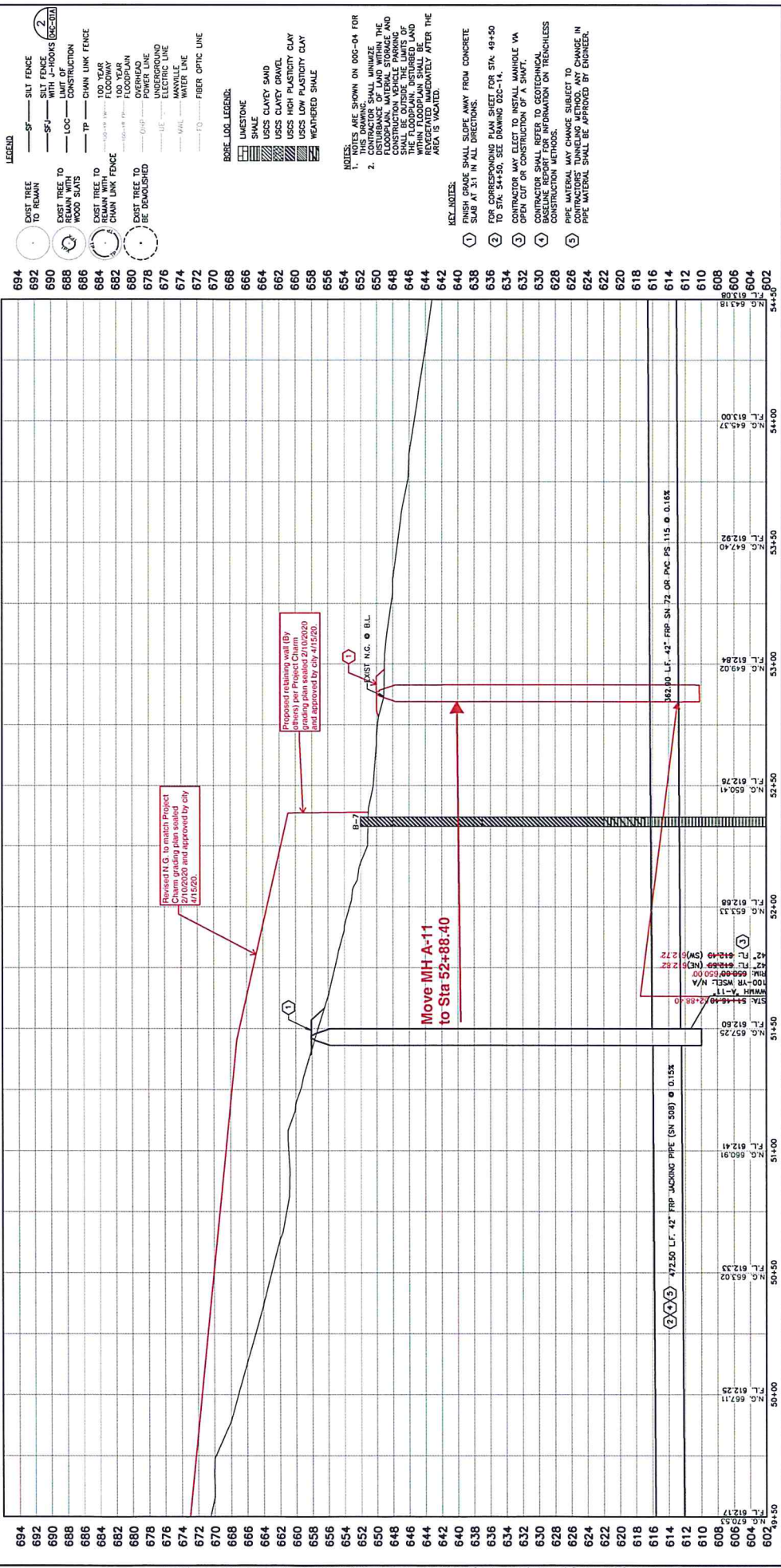
MATCHLINE - STA: 54+50  
SEE DRAWING 02C-16

- LEGEND**
- 5' SILT FENCE
  - 5' SILT FENCE WITH J-HOOKS (02C-12)
  - LOC - CONSTRUCTION
  - TP - CHAIN LINK FENCE
  - 100 YEAR FLOODWAY
  - FLOODPLAIN
  - POWER LINE
  - UNDERGROUND
  - ELECTRIC LINE
  - WATER LINE
  - FIBER OPTIC LINE
- EXIST TREES TO REMAIN**
- EXIST TREE TO REMAIN WITH WOOD SLATS
  - EXIST TREE TO REMAIN WITH CHAIN LINK FENCE
  - EXIST TREE TO BE DEMOLISHED
- EXIST TREES TO REMAIN WITH CHAIN LINK FENCE**
- EXIST TREES TO BE DEMOLISHED**
- SOIL LOG LEGEND:**
- LIMESTONE
  - SHALE
  - USCS CLAYEY SAND
  - USCS CLAYEY GRAVEL
  - USCS HIGH PLASTICITY CLAY
  - USCS LOW PLASTICITY CLAY
  - NUMBERED SHALE

- NOTES:**
1. NOTES ARE SHOWN ON 02C-04 FOR THIS DRAWING.
  2. CONTRACTOR SHALL MINIMIZE THE DISTURBANCE TO EXISTING FLOODPLAIN, MATERIAL STORAGE AND CONSTRUCTION VEHICLE PARKING AREAS. ALL MATERIALS TO BE STORED WITHIN FLOODPLAIN SHALL BE COVERED IMMEDIATELY AFTER THE AREA IS VACATED.
- KEY NOTES:**
1. INSTALL PIPELINE TRENCH COLLAR AT 400' SPACING PER DETAIL 2, DWG 04C-07.
  2. FINISH GRADE SHALL SLOPE AWAY FROM CONCRETE SLAB AT 3:1 IN ALL DIRECTIONS.
  3. LOCATION OF LINE IS CONCEPTUAL AND SHALL BE INSTALLED AT A FUTURE DATE BY OTHERS.
  4. FOR CORRESPONDING PROFILE SHEET FOR STA. 49+50 TO STA. 54+50, SEE DRAWING 02C-15.
  5. CONTRACTOR MAY ELECT TO INSTALL MANHOLE VIA OPEN CUT OR CONSTRUCTION OF A SHWFT.
  6. CONTRACTOR SHALL REFER TO GEOTECHNICAL BASELINE REPORT FOR INFORMATION ON TRENCHLESS CONSTRUCTION METHODS.
  7. REMOVE EXISTING FENCE AS NEEDED AND REPLACE FOLLOWING CONSTRUCTION. INSTALL TEMPORARY TYPE "A" BARRED WIRE FENCE AS REQUIRED TO MAINTAIN SECURE FENCELINE FOR CATTLE.
  8. INSTALL HYDROBULWGE SEEDING AND/OR EXCESSOR BLANKET ON ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES UNDER 100' WIDE.
  9. PIPE MATERIAL MAY CHANGE SUBJECT TO CONTRACTORS' TUNNELING METHOD. ANY CHANGE IN PIPE MATERIAL SHALL BE APPROVED BY ENGINEER.
  10. 10' X 10' SLAB SHALL BE 6" THICK WITH #4 @ 12" O.C.W.
  11. FIELD LOCATE TEMPORARY ACCESS ROAD. CONTRACTOR SHALL CLEAR AND GRUB THE WIDTH OF THE PERMANENT EASEMENT (INCLUDING THE ROAD) FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE WASTEWATER LINE. THE ROAD SHALL NOT BLOCK STORMWATER RUNOFF FROM UPGRADE AREAS. CROSS-SLOPE ROAD AND/OR INSTALL 12" TEMPORARY CULVERT(S) WHERE NEEDED DURING CONSTRUCTION.
  12. NOT USED.
  13. CONTRACTOR SHALL ADJUST MANHOLE RIM UP OR DOWN BY .53 FT TO ACCOMMODATE FINISHED GRADE ELEVATIONS REQUIRED BY THE DEVELOPMENT WHICH WILL BE UNDER CONSTRUCTION AT THE SAME TIME AS THE SH 130 PROJECT FROM STATION 38+00 TO 51+50. FINAL QUANTITY ADJUSTMENT SHALL BE PER THE 04C-05/06/07.

DATE:	NOVEMBER 2019
SCALE:	HORIZ: 1"=20'
	VERT: 1"=6'
PROJECT NO.:	02C-14
<b>WASTEWATER LINE</b> <b>WASTEWATER LINE 'A'</b> PLAN - STA 49+50 TO STA 54+50	
	
<b>CITY OF PFLUGERVILLE</b> WEST SH-130 INTERCEPTOR PHASE I	
DCS ENGINEERING, LLC 2744 S. GULF SHORE BLVD. #145 HOUSTON, TX 77046 TEL: (512) 614-0171 FAX: (512) 284-9921 T.E.P.E. FIRM NO. 7-13162	
	
PROJECT MANAGER:	DCS
DESIGNED BY:	JCH
CHECKED BY:	DCS
DRAWN BY:	MIS
DCS PROJECT NO.:	20101349

WASTEWATER LINE



REV. NO.	DATE	DESCRIPTION
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51+50		
52+50		
53+00		
54+50		

PROJECT MANAGER: DCS  
 DESIGNED BY: JPH  
 CHECKED BY: DCS  
 DRAWN BY: MMS

DCS PROJECT NO: 2019J49

CITY OF PFLUGERVILLE  
 WEST SH-130 INTERCEPTOR  
 PHASE I

DCS ENGINEERING, LLC  
 HIGHWAY, BUILDING C-100  
 AUSTIN, TX 78746  
 TEL (512) 614-6171  
 FAX (512) 284-6021  
 FBPEL PERM NO. P-13162

WASTEWATER LINE  
 WASTEWATER LINE "A"  
 PROFILE - STA 49+50 TO STA 54+50

NOVEMBER 2019  
 SCALE: 1"=20'  
 HORIZ: 1"=60'  
 VERT: 1"=6"  
 DRAWING: 02C-15

LEGEND

- 5'- SILT FENCE
- 5'-4" SILT FENCE WITH J-HOOKS
- LOC LIMIT OF CONSTRUCTION
- TP CHAIN LINK FENCE
- 100 YEAR FLOODWAY
- FLOODPLAIN
- OVERHEAD POWER LINE
- ELECTRIC LINE
- MANVILLE
- FIBER OPTIC LINE

EXIST TREE TO REMAIN  
 EXIST TREE TO BE DEMOLISHED  
 EXIST TREE TO CHAIN LINK FENCE

EXIST TREE TO REMAIN  
 EXIST TREE TO BE DEMOLISHED  
 EXIST TREE TO CHAIN LINK FENCE

BRIDGE LOG LEGEND:  
 LIMESTONE  
 SHALE  
 USGS CLAYEY SAND  
 USGS CLAYEY GRAVEL  
 USGS HIGH PLASTICITY CLAY  
 USGS LOW PLASTICITY CLAY  
 WEATHERED SHALE

NOTES:  
 1. NOTES ARE SHOWN ON 00G-04 FOR CONTRACTOR SHALL MINIMIZE DISTURBANCE OF LAND WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SHALL BE WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SHALL BE WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SHALL BE WITHIN THE LIMITS OF CONSTRUCTION.  
 2. NOTES ARE SHOWN ON 00G-04 FOR CONTRACTOR SHALL MINIMIZE DISTURBANCE OF LAND WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SHALL BE WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SHALL BE WITHIN THE LIMITS OF CONSTRUCTION.

REMARKS:  
 ① FINISH GRADE SHALL SLOPE AWAY FROM CONCRETE  
 ② SUB IN 2" IN ALL SIZES/DIRS.  
 ③ FOR COMPRESSIONS PLANNED FOR STA. 49+50 CONTRACTOR SHALL VERIFY IN NEUTRALIZABLE VA OPEN CUT ON CONSTRUCTION OF A SHWT.  
 ④ CONTRACTOR SHALL REFER TO GEOTECHNICAL BASELINE REPORT FOR INFORMATION ON TRENCHLESS CONSTRUCTION METHODS.  
 ⑤ PIPE MATERIAL MAY CHANGE SUBJECT TO CHANGE IN PIPE MATERIAL SHALL BE APPROVED BY ENGINEER.

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51+50  
52+50  
53+00  
54+50

Revised N.G. to match Project Cham grading plan sealed 2/10/2020 and approved by city 4/13/2020

Proposed Utilities shall be per the City of Pflugerville grading plan sealed 2/10/2020 and approved by city 4/13/2020

EXIST N.C. & B.L.

Move MH A-11 to Sta 52+88.40

362.30 LF. 42" FRP SN 72 OR P/C PS 1.15 @ 0.15%

42" FC 472.50 (SN) 72

42" FC 362.30 (SN) 72

100-YR WSEL: N/A  
 STA. 51+50 @ 2+88.40  
 42" FC 472.50 (SN) 72

N.G. 657.25  
F.L. 612.80  
N.C. 650.41  
F.L. 612.76  
N.C. 647.40  
F.L. 612.92  
N.C. 643.18  
F.L. 613.08

DATE: NOVEMBER 2019  
 SCALE: 1"=20'  
 HORIZ: 1"=60'  
 VERT: 1"=6"  
 DRAWING: 02C-15

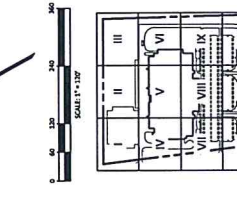
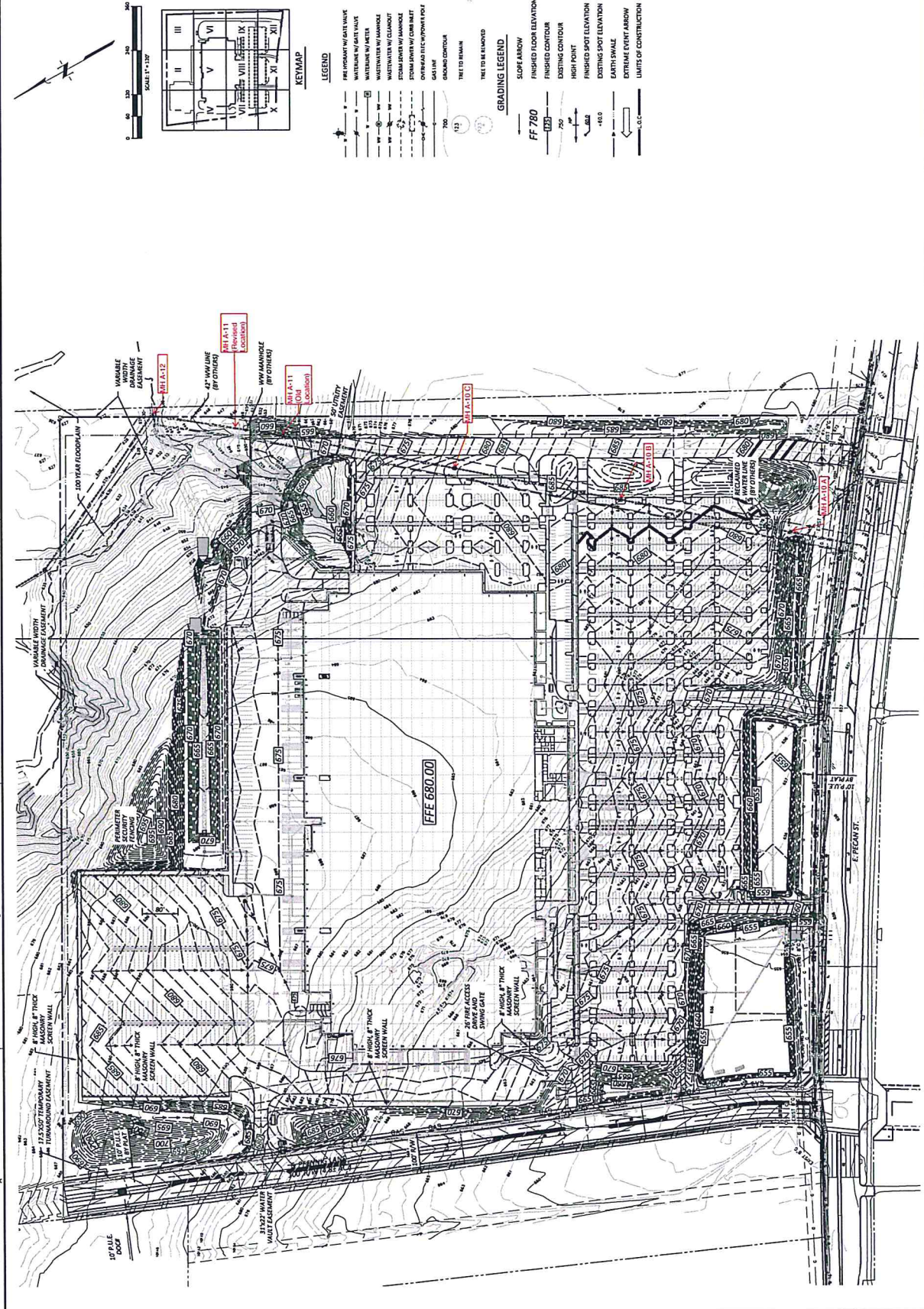
**PLUGGERVILLE EAST DISTRIBUTION CENTER**  
**OVERALL SITE GRADING PLAN**



**JONES CARTER**  
 12345 North Carolina Highway 1000, Suite 1000, Raleigh, North Carolina 27601  
 SCALE: AS SHOWN  
 DATE: 11/18/2020  
 JOB NO.: 15681.0003.00  
 DRAWN BY: CAD  
 CHECKED BY: NTC  
 DESIGNED BY: NTC

REVISIONS

No.	Date	Change
1	02/20/21	CHANG RAINFALL 1



- LEGEND**
- FIRE HYDRANT W/ GATE VALVE
  - WATERMETER W/ GATE VALVE
  - WATERMETER W/ METER
  - WATERMETER W/ METER
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CUMULATIVE
  - OVERHEAD 120V W/ POWER POLE
  - GAS LINE
  - GRADING CONTOUR
  - TREE TO REMAIN
  - TREE TO BE REMOVED
- GRADING LEGEND**
- SLOPE ARROW
  - FINISHED FLOOR ELEVATION
  - FINISHED CONTOUR
  - EXISTING CONTOUR
  - HIGH POINT
  - FINISHED SPOT ELEVATION
  - EXISTING SPOT ELEVATION
  - EARTH SWALE
  - EXTREME EVENT ARROW
  - LIMITS OF CONSTRUCTION

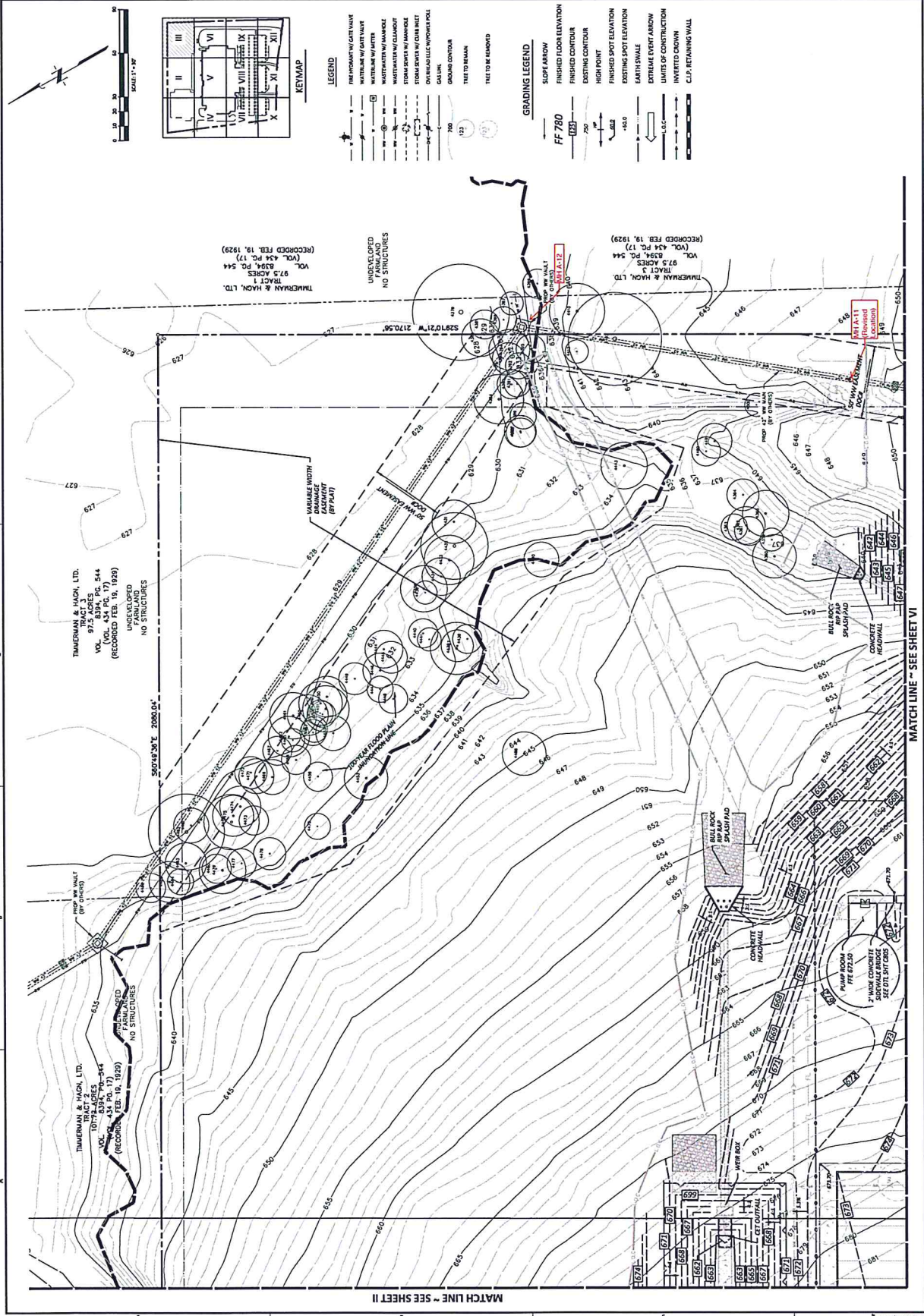
**SITE GRADING PLAN - III**  
 PFLUGEVILLE EAST DISTRIBUTION CENTER  
 PROJECT CHARTER



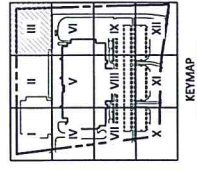
**JONES CARTER**  
 3128A South of Professional Engineers Registration No. 47668  
 11000 Old Dominion Drive, Suite 1000, Fairfax, VA 22031-1100  
 SCALE: AS SHOWN  
 DATE: 11/11/11  
 CHECKED BY: J/M/C  
 DRAWN BY: C/AJ

REVISIONS

No.	Date	Change
1	2/20/2018	CHANGE BULLETIN 1



- LEGEND**
- FINISH GRADE W/ GATE VALVE
  - WATERLINE W/ GATE VALVE
  - WASTEWATER W/ MANHOLE
  - WASTEWATER W/ CLEANOUT
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CLEAN INLET
  - OVERHEAD LULC CONDUIT
  - UNDERGROUND CONDUIT
  - TRAIL TO MAIN
  - TRAIL TO BE REMOVED
- GRADING LEGEND**
- SLOPE ARROW
  - FINISHED FLOOR ELEVATION
  - FINISHED CONTOUR
  - EXISTING CONTOUR
  - HIGH POINT
  - FINISHED SPOT ELEVATION
  - EXISTING SPOT ELEVATION
  - EARTH SWALE
  - EXTREME EVENT ARROW
  - LIMITS OF CONSTRUCTION
  - INVERTED DRAIN
  - CLIP, RETAINING WALL



TIMBERMAN & HAYON, LTD.  
 97.5 ACRES  
 VOL. 434 PG. 17  
 (RECORDED FEB. 18, 1929)  
 UNDEVELOPED FARMLAND  
 NO STRUCTURES

TIMBERMAN & HAYON, LTD.  
 TRACT 1  
 97.5 ACRES  
 VOL. 434 PG. 544  
 (RECORDED FEB. 18, 1929)  
 UNDEVELOPED  
 NO STRUCTURES

TIMBERMAN & HAYON, LTD.  
 TRACT 3  
 97.5 ACRES  
 VOL. 434 PG. 544  
 (RECORDED FEB. 18, 1929)

MATCH LINE - SEE SHEET VI

MATCH LINE - SEE SHEET II

DATE PLOTTED: 11/11/11 10:00 AM. PLOTTER: HP DesignJet T1100PS. PLOT SCALE: 1"=40'. PLOT SHEET: C303. PLOT STATUS: SUCCESS.





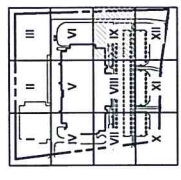
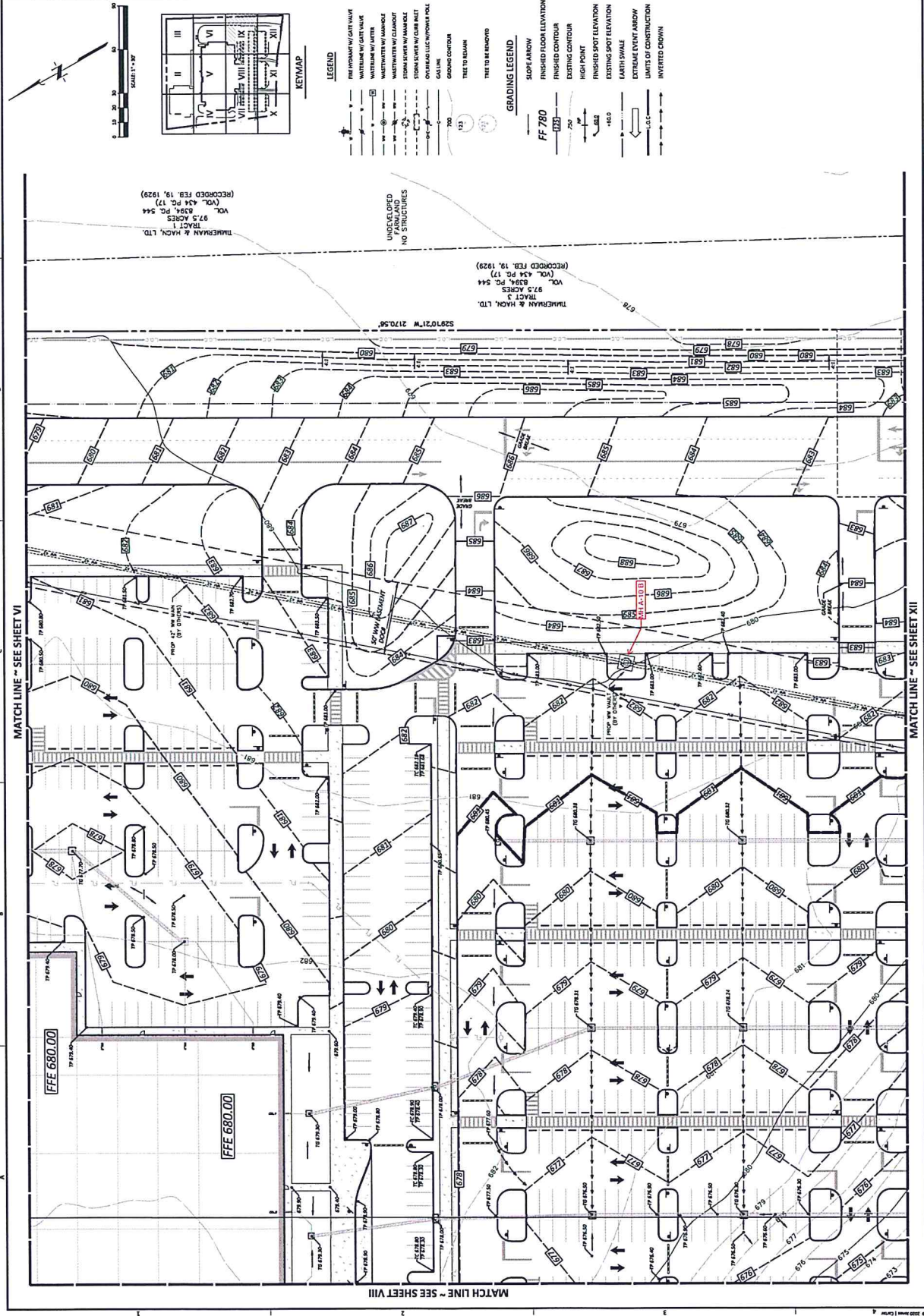
**FLUGERVILLE EAST DISTRIBUTION CENTER**  
**SITE GRADING PLAN - IX**



SCALE: AS SHOWN  
 DESIGNED BY: J/C  
 CHECKED BY: M/ZC  
 DRAWN BY: C/AO  
 JOB NO.: 15481-0023-02  
 DATE: 11/20/07

REVISIONS

No.	Date	Change
1	2020.02.18	CHANGE BULLETIN 1



- LEGEND**
- PIPE EXPOSED AT GATE VALVE
  - WATERLINE W/ GATE VALVE
  - WASTEWATER W/ MANHOLE
  - WASTEWATER W/ MANHOLE
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CURB GULLY
  - OVERHEAD L.I.C. W/ POWER POLE
  - COIL LINE
  - GROUND CONTOUR
  - 750
  - 700
  - 650
  - 600
  - 550
  - 500
  - 450
  - 400
  - 350
  - 300
  - 250
  - 200
  - 150
  - 100
  - 50
  - 0
  - NEG
- GRADING LEGEND**
- SLOPE ARROW
  - FINISHED FLOOR ELEVATION
  - FINISHED CONTOUR
  - EXISTING CONTOUR
  - HIGH POINT
  - FINISHED SPOT ELEVATION
  - EXISTING SPOT ELEVATION
  - FAHRS SWALE
  - EXTREME EVENT ARROW
  - LIMITS OF CONSTRUCTION
  - INVERTED CROWN

THURMAN & HAYN, LTD.  
 97.3 ACRES  
 VOL. 8394, PG. 544  
 (RECORDED FEB. 19, 1929)

THURMAN & HAYN, LTD.  
 97.3 ACRES  
 VOL. 8394, PG. 544  
 (RECORDED FEB. 19, 1929)

S29°12'11"W 2170.56'

MATCH LINE - SEE SHEET VI

MATCH LINE - SEE SHEET XII

MATCH LINE - SEE SHEET VIII

MATCH LINE - SEE SHEET VII

**PLUGGERVILLE EAST DISTRIBUTION CENTER**  
**SITE GRADING PLAN - XII**

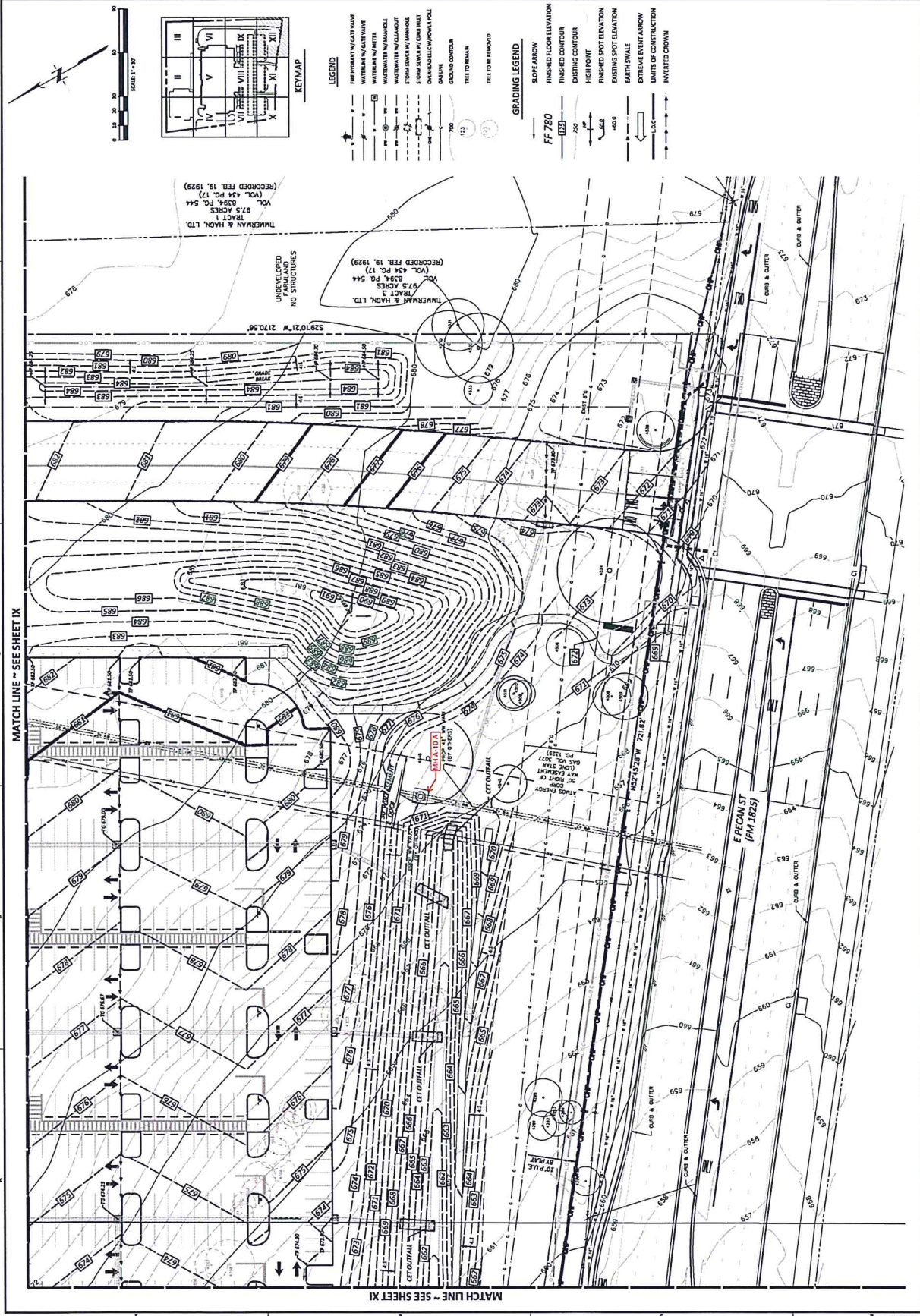


**JONES CARTER**  
 2200 South of Professional Engineers Registration No. 2,479  
 1200 South of Professional Engineers Registration No. 1211 - 1212 M-349

SCALE: AS SHOWN  
 DESIGNED BY: T/JC  
 CHECKED BY: T/JC  
 DATE: 1/26/21 00:00  
 JOB NO.: 15681 0003 00  
 DRAWN BY: CAD

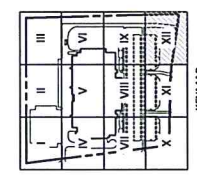
REVISIONS

No.	Date	Change Description
1	2020.02.18	CHANGE BULKHEAD 1

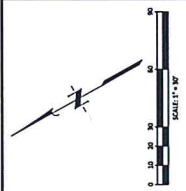


MATCH LINE - SEE SHEET IX

MATCH LINE - SEE SHEET XI



- LEGEND**
- FINISHED FLOOR ELEVATION
  - FINISHED CONTOUR
  - EXISTING CONTOUR
  - HIGH POINT
  - FINISHED SPOT ELEVATION
  - EXISTING SPOT ELEVATION
  - EARTH SWALE
  - EXTREME EARTH SWALE
  - LIMITS OF CONSTRUCTION
  - INVESTED CROWN
- GRADING LEGEND**
- SLOPE ARROW
  - FF 780
  - TRAIL TO BE MAINTAINED
  - TRAIL TO BE REMOVED
- LEGEND**
- PROPOSED W/ GATE VALVE
  - WATERWAY W/ GATE VALVE
  - WATERWAY W/ WEIR
  - WATERWAY W/ CHECK DAM
  - WATERWAY W/ DAM
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CHECK DAM
  - STORM SEWER W/ CHECK VALVE
  - OVERHEAD TIE W/ CHECK VALVE
  - GALVANIZED STEEL
  - GRADING CONTOUR
  - TRAIL TO BE MAINTAINED
  - TRAIL TO BE REMOVED



UNRECORDED PARCEL AND NO STRUCTURES

THURMAN & HOOK, LTD. TRACT 3 (VOL. 434 PG. 17) 97.5 ACRES 8394 PG. 544 (RECORDED FEB. 19, 1929)

THURMAN & HOOK, LTD. TRACT 1 (VOL. 434 PG. 17) 97.5 ACRES 8394 PG. 544 (RECORDED FEB. 19, 1929)

SECTION 27, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 28, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 29, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 30, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 31, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 32, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 33, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 34, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 35, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 36, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 37, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 38, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 39, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 40, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 41, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 42, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 43, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 44, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 45, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 46, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 47, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 48, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 49, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

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SECTION 51, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 52, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 53, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 54, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 55, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 56, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 57, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

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SECTION 60, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 61, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 62, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

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SECTION 73, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

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SECTION 75, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 76, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 77, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 78, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 79, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 80, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 81, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 82, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 83, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 84, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 85, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 86, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 87, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 88, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 89, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 90, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 91, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 92, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 93, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 94, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 95, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 96, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 97, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

SECTION 98, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

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SECTION 100, T. 21 N., R. 10 E., S. 23 W., CO. 10, TX.

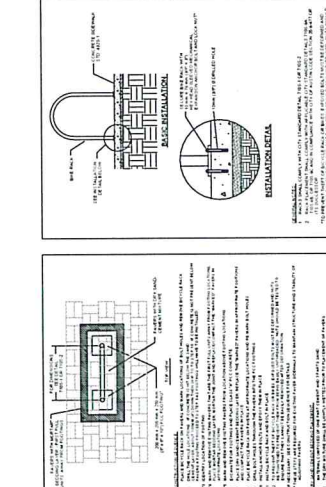
**RETAINING WALL NOTE:**

1. RETAINING WALL STRUCTURE ARE ANTICIPATED TO BE PRIMARILY "MECHANICAL OR MASS-GRAVITY STABILIZED WALLS". THESE WALLS ARE TO BE DESIGNED TO RESIST THE FULL RANGE OF LOADS AND TO BE CONSTRUCTED BY THE CHOSEN PROPRIETARY SYSTEM. JONES AND CARTER HAS REVIEWED THE DESIGN AND SPECIFICATIONS FOR THESE WALLS AND HAS PROVIDED COMMENTS AND REVISIONS TO THE DESIGN. JONES AND CARTER HAS NOT ACCEPTED ANY RESPONSIBILITY FOR THE DESIGN, FUNCTION AND PERFORMANCE OF THE WALLS. THE DESIGN PREPARED BY THE SUPPLIER SHALL BE THE RESPONSIBILITY OF THE SUPPLIER. THE SUPPLIER SHALL PROVIDE ALL NECESSARY DETAILS AND ALLOWANCE FOR PROPOSED UTILITIES, SIGNS, WALLS ETC. THE RETAINING WALL SECTIONS AND RELATED BACKSLOPE DRAINAGE SCHEMATIC AND INTERIORIZED CONTRACTOR SHALL SUBMIT WALL DESIGN SHOP DRAWINGS AND DESIGN TO BE REVIEWED AND APPROVED BY A PROFESSIONAL ENGINEER FOR REVIEW AND APPROVAL.

**WALL WIDTH CHART (GRAVITY WALLS)**

WALL H <sub>1</sub> OF WALL	WALL H <sub>2</sub> OF WALL	WALL WIDTH
1'	2'	2'
2'	3'	2'
3'	4'	2.5'
4'	5'	3'
5'	6'	3.5'
6'	7'	4.5'
7'	8'	5.5'
8'	9'	6'
9'	10'	6.5'
10'	11'	7'
11'	12'	7.5'
12'	13'	8'
13'	14'	8.5'
14'	15'	9'
15'	16'	9.5'
16'	17'	10'
17'	18'	10.5'

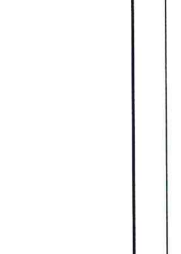
**GRAVITY RETAINING WALL (R/S)**



**1 GRAVITY RETAINING WALL (R/S)**



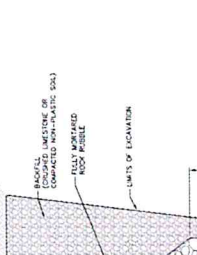
**2 REINTEGRATED RETAINMENT WALL (R/S)**



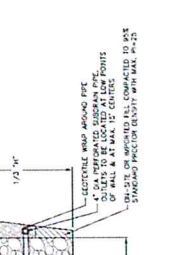
**3 LINEAR BACK RESTRICTION (R/S)**



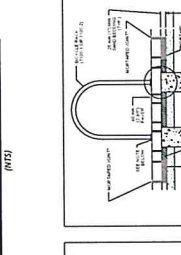
**4 PARALLEL BACK RESTRICTION (R/S)**



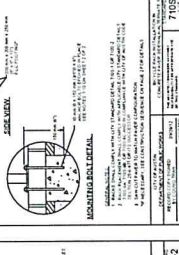
**5 REINTEGRATED RETAINMENT WALL (R/S)**



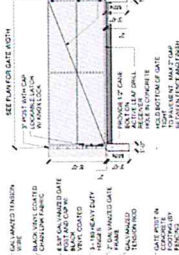
**6 LINEAR BACK RESTRICTION (R/S)**



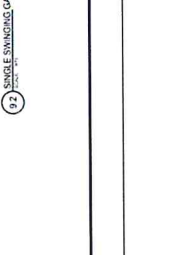
**7 PARALLEL BACK RESTRICTION (R/S)**



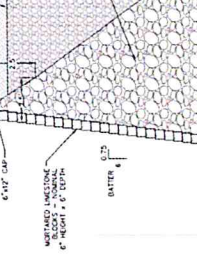
**8 REINTEGRATED RETAINMENT WALL (R/S)**



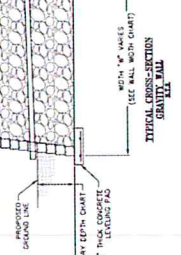
**9 LINEAR BACK RESTRICTION (R/S)**



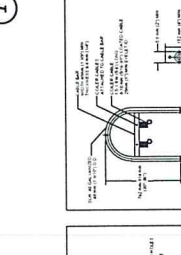
**10 PARALLEL BACK RESTRICTION (R/S)**



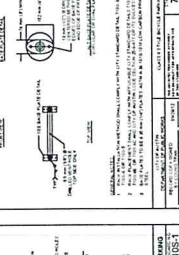
**11 REINTEGRATED RETAINMENT WALL (R/S)**



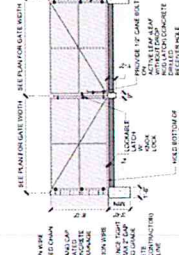
**12 LINEAR BACK RESTRICTION (R/S)**



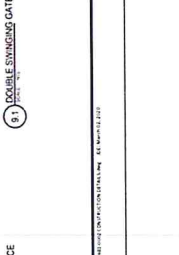
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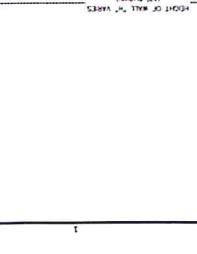
**14 REINTEGRATED RETAINMENT WALL (R/S)**



**15 LINEAR BACK RESTRICTION (R/S)**



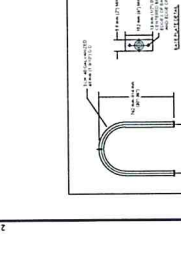
**16 PARALLEL BACK RESTRICTION (R/S)**



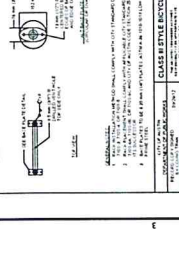
**17 REINTEGRATED RETAINMENT WALL (R/S)**



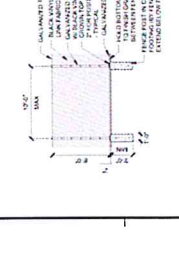
**18 LINEAR BACK RESTRICTION (R/S)**



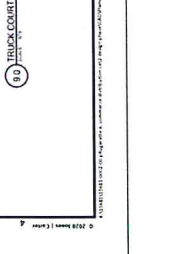
**19 PARALLEL BACK RESTRICTION (R/S)**



**20 REINTEGRATED RETAINMENT WALL (R/S)**



**21 LINEAR BACK RESTRICTION (R/S)**



**22 PARALLEL BACK RESTRICTION (R/S)**

**TRUCK COURSE FENCE (R/S)**



**80 TRUCK COURSE FENCE (R/S)**

**DOUBLE SWINGING GATE (R/S)**



**81 DOUBLE SWINGING GATE (R/S)**

**SINGLE SWINGING GATE (R/S)**



**82 SINGLE SWINGING GATE (R/S)**

**WATER UTILITY AND STORM SEWER CROSSING (R/S)**



**10 WATER UTILITY AND STORM SEWER CROSSING (R/S)**

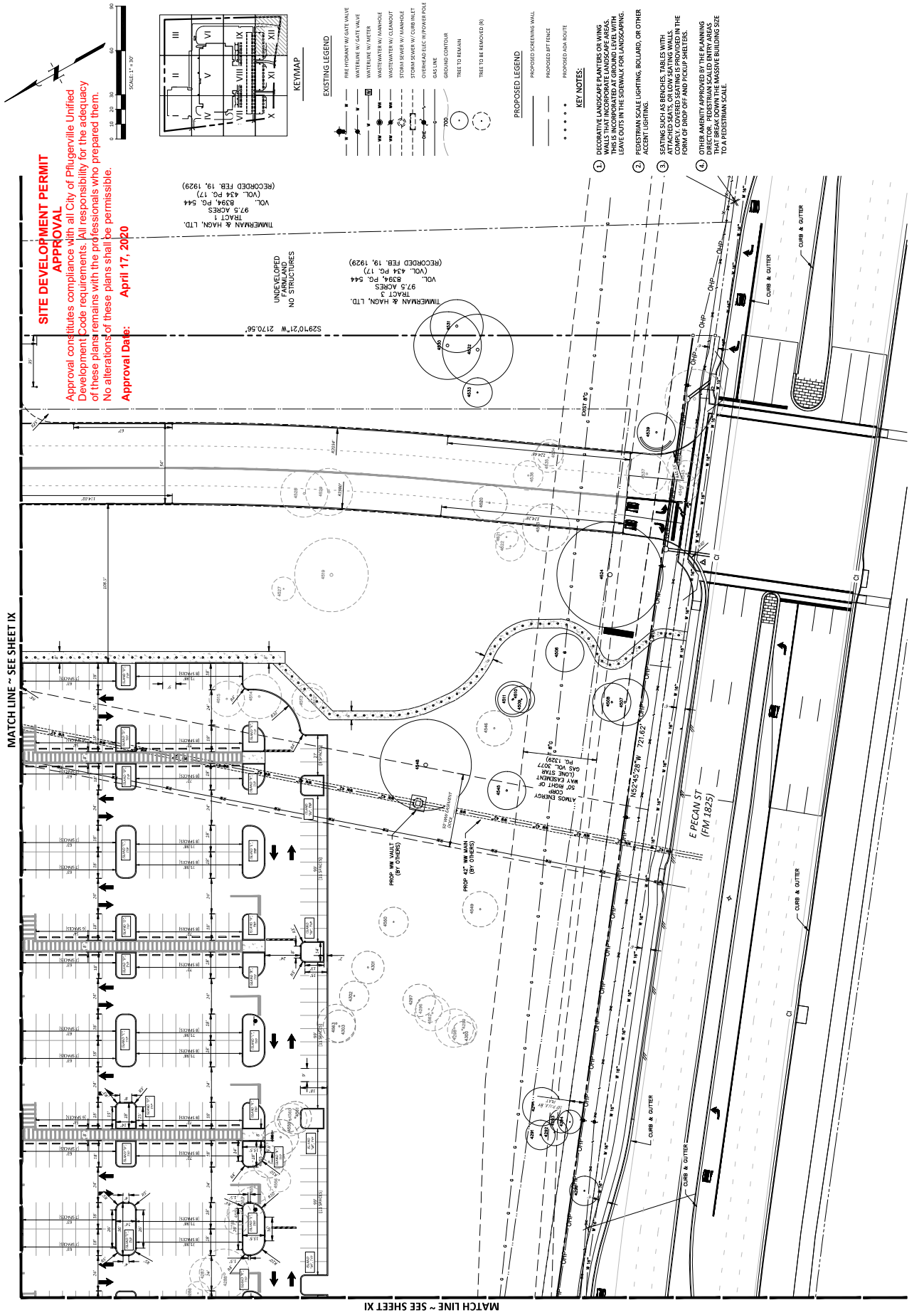
**PLUGERVILLE EAST DISTRIBUTION CENTER**  
**SITE DIMENSION PLAN - XII**



SCALE: AS SHOWN  
DATE: 1/26/21  
JOB NO.: 15481.0002.00  
DESIGNED BY: J/M/C  
CHECKED BY: J/R/C  
DRAWN BY: C/A/D

REVISIONS

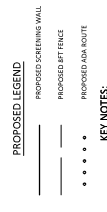
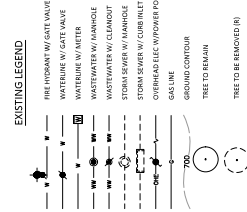
No.	Date	Description
1	2/20/2021	CHANGE BULLETIN 1



**SITE DEVELOPMENT PERMIT APPROVAL**  
Approval constitutes compliance with all City of Plugerville Unified Development Code requirements. All responsibility for the adequacy of these plans remains with the professionals who prepared them. No alterations of these plans shall be permissible.  
**Approval Date: April 17, 2020**

UNDEVELOPED TRACT 4  
NO. STRUCTURES  
TIMBERMAN & HAON, LTD.  
97.5 ACRES  
VOL. 8394, PG. 544  
(RECORDED FEB. 19, 1929)

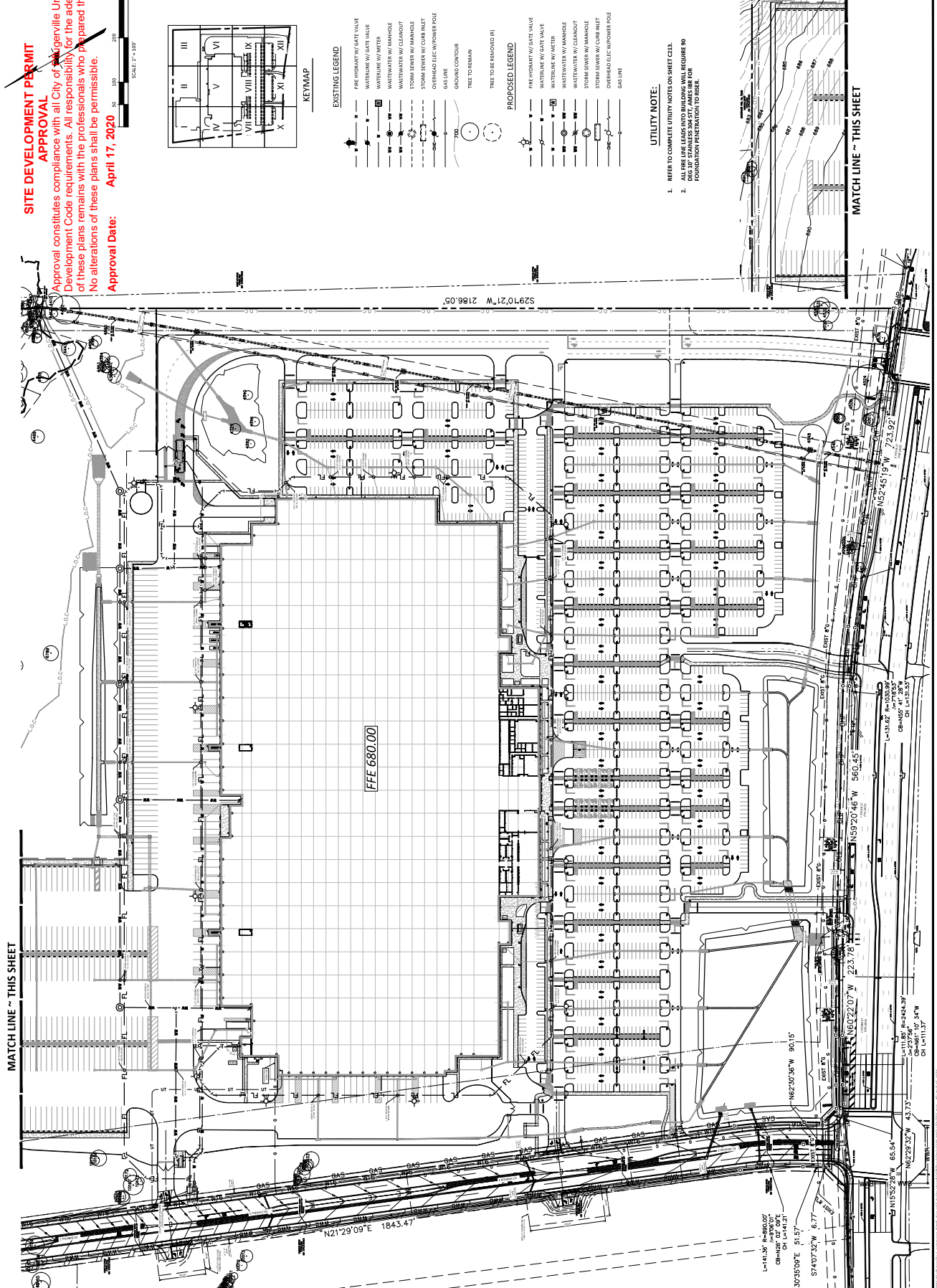
UNDEVELOPED TRACT 3  
NO. STRUCTURES  
TIMBERMAN & HAON, LTD.  
97.5 ACRES  
VOL. 8394, PG. 544  
(RECORDED FEB. 19, 1929)



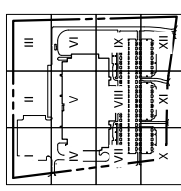
- KEY NOTES**
- DECORATIVE LANDSCAPE PLANTERS OR WING WALLS THAT INCORPORATE LANDSCAPE AREAS, SUCH AS BRICHES, TABLES WITH SEATING, COVERED SEATING IS PROVIDED IN THE FORM OF DROP OFF AND PICKUP SHETERS. LEAVE OUTS IN THE SIDEWALK FOR LANDSCAPING.
  - PEDESTRIAN SCALE LIGHTING, BOLLARD, OR OTHER ACCENT LIGHTING.
  - SEATING SUCH AS BRICHES, TABLES WITH SEATING, COVERED SEATING IS PROVIDED IN THE FORM OF DROP OFF AND PICKUP SHETERS.
  - OTHER AMENITY APPROVED BY THE PLANNING DIRECTOR. PEDESTRIAN SCALE ENTRY AREAS SHALL BE PROVIDED IN THE FORM OF MASSIVE BUILDING SCALE TO A PEDESTRIAN SCALE.

MATCH LINE - SEE SHEET IX

MATCH LINE - SEE SHEET XI



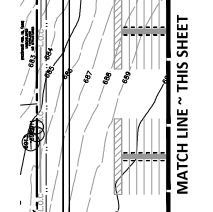
**SITE DEVELOPMENT PERMIT APPROVAL**  
 Approval constitutes compliance with all City of Greenville Unified Development Code requirements. All responsibility for the adequacy of these plans remains with the professionals who prepared them. No alterations of these plans shall be permissible.  
**Approval Date: April 17, 2020**



- EXISTING LEGEND**
- FIRE HYDRANT W/ GATE VALVE
  - WATERLINE W/ GATE VALVE
  - WATERLINE W/ METER
  - WATERLINE W/ MANHOLE
  - WATERLINE W/ CLEANOUT
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CLEANOUT
  - OVERHEAD ELEC W/ POWER POLE
  - GAS LINE
  - GROUND CONTOUR
  - TREE TO REMAIN
  - TREE TO BE REMOVED (R)
- PROPOSED LEGEND**
- FIRE HYDRANT W/ GATE VALVE
  - WATERLINE W/ GATE VALVE
  - WATERLINE W/ METER
  - WATERLINE W/ MANHOLE
  - WATERLINE W/ CLEANOUT
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CLEANOUT
  - OVERHEAD ELEC W/ POWER POLE
  - GAS LINE

**UTILITY NOTE:**

- REFER TO COMPLETE UTILITY NOTES ON SHEET C211.
- ALL FIRE LINE LEADS INTO BUILDING WILL REQUIRE 90 DEG UP STAIRWELL/STY. JAMB FOR PROVISION FOR PENETRATION TO RISER.



**UTILITY PLAN - III**

**PLUGERVILLE EAST DISTRIBUTION CENTER**

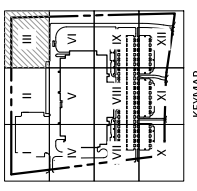
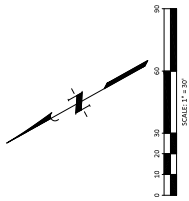
PROJECT CHARTER



SCALE: AS SHOWN  
DATE: 1/26/21  
JOB NO.: 15621.0002.00  
DESIGNED BY: J/MC  
CHECKED BY: J/RG  
DRAWN BY: CAD

REVISIONS

No.	Date	Description
1	2020.02.18	CHANGE BULLETIN 1



**EXISTING LEGEND**

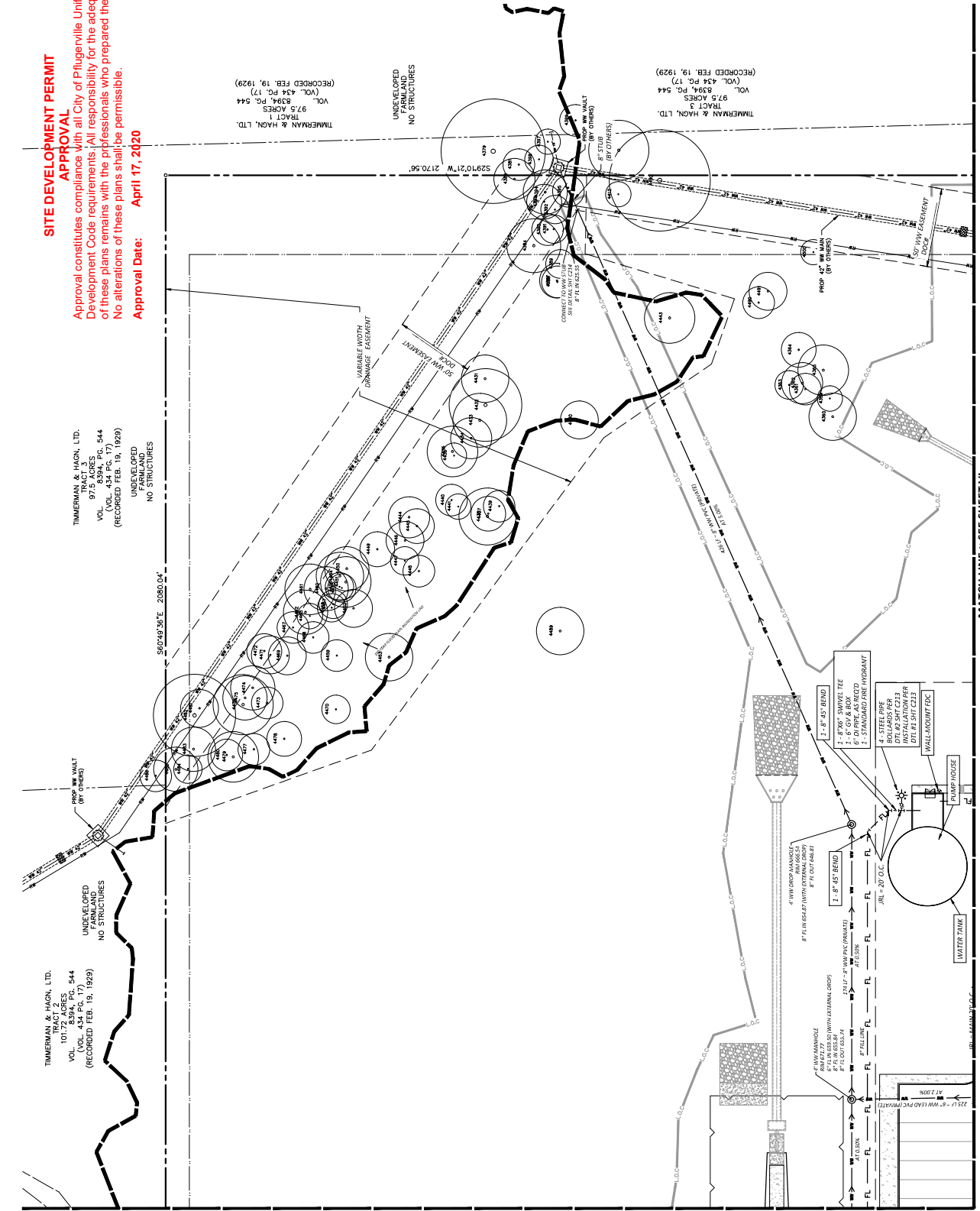
- 8" FIRE HYDRANT W/ GATE VALVE
- 8" WATER MAIN W/ GATE VALVE
- WASTEWATER W/ MANHOLE
- WASTEWATER W/ CLEANOUT
- STORM SEWER W/ MANHOLE
- STORM SEWER W/ CLEANOUT
- OVERHEAD ELEC. W/ POWER POLE
- GAS LINE
- GROUND CONTOUR
- TREE TO REMAIN

**PROPOSED LEGEND**

- 8" FIRE HYDRANT W/ GATE VALVE
- 8" WATER MAIN W/ GATE VALVE
- WASTEWATER W/ MANHOLE
- WASTEWATER W/ CLEANOUT
- STORM SEWER W/ MANHOLE
- STORM SEWER W/ CLEANOUT
- OVERHEAD ELEC. W/ POWER POLE
- GAS LINE
- TREE TO BE REMOVED (R)

- UTILITY NOTE:**
- REFER TO COMPLETE UTILITY NOTES OF SHEET C211.
  - ALL THE LINES AND BUILDINGS WILL REQUIRE 90' FOUNDATION PENETRATION TO DEEP.
  - JUL JOINT RESTRAINT LENGTH. REFER TO DETAIL ON SHEET M02.

**SITE DEVELOPMENT PERMIT APPROVAL**  
Approval constitutes compliance with all City of Plugerville Unified Development Code requirements. All responsibility for the adequacy of these plans remains with the professionals who prepared them. No alterations of these plans shall be permissible.  
**Approval Date: April 17, 2020**



MATCH LINE - SEE SHEET II (left) | MATCH LINE ~ SEE SHEET VI (right)

**UTILITY PLAN - VI**  
Pflugerville East Distribution CenterPROJECT CHAIRMAN



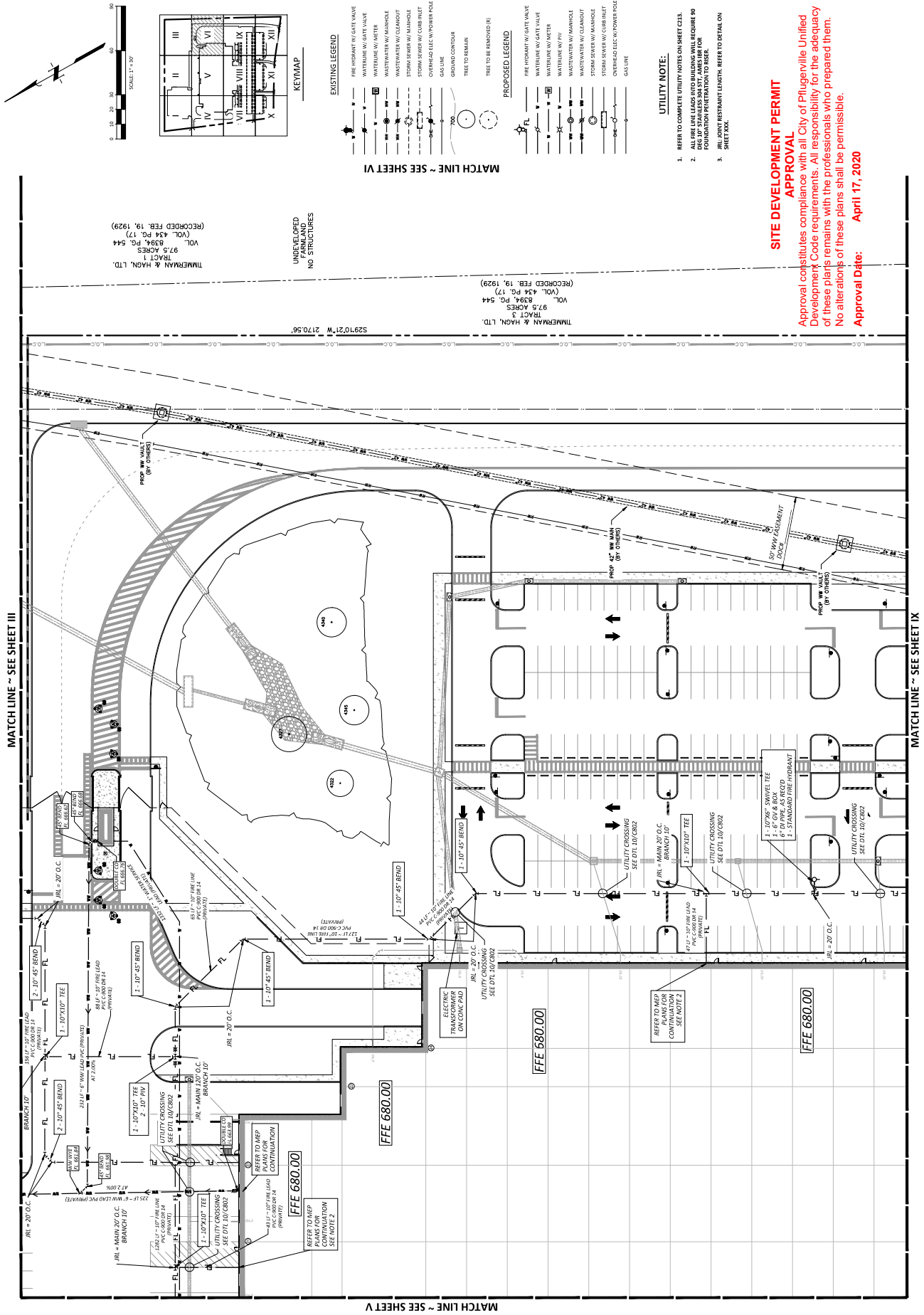
**JONES CARTER**  
1300 Main Street, Suite 200, Pflugerville, TX 78661 (512) 441-4499  
TRAFFIC ENGINEERS REGISTERED NO. 7439

SCALE: AS SHOWN  
DATE: 1/26/21  
CHECKED BY: JY/RC  
DESIGNED BY: JY/RC  
DRAWN BY: CAD

REVISIONS

No.	Date	Description
1	2/20/21	CHANGE BULLETIN 1

APP.





**UTILITY PLAN - IX**

PLUGGERVILLE EAST DISTRIBUTION CENTER

PROJECT CHARTER



**JONES CARTER**

SCALE: AS SHOWN  
DESIGNED BY: JWC  
CHECKED BY: JYR  
DRAWN BY: CAD

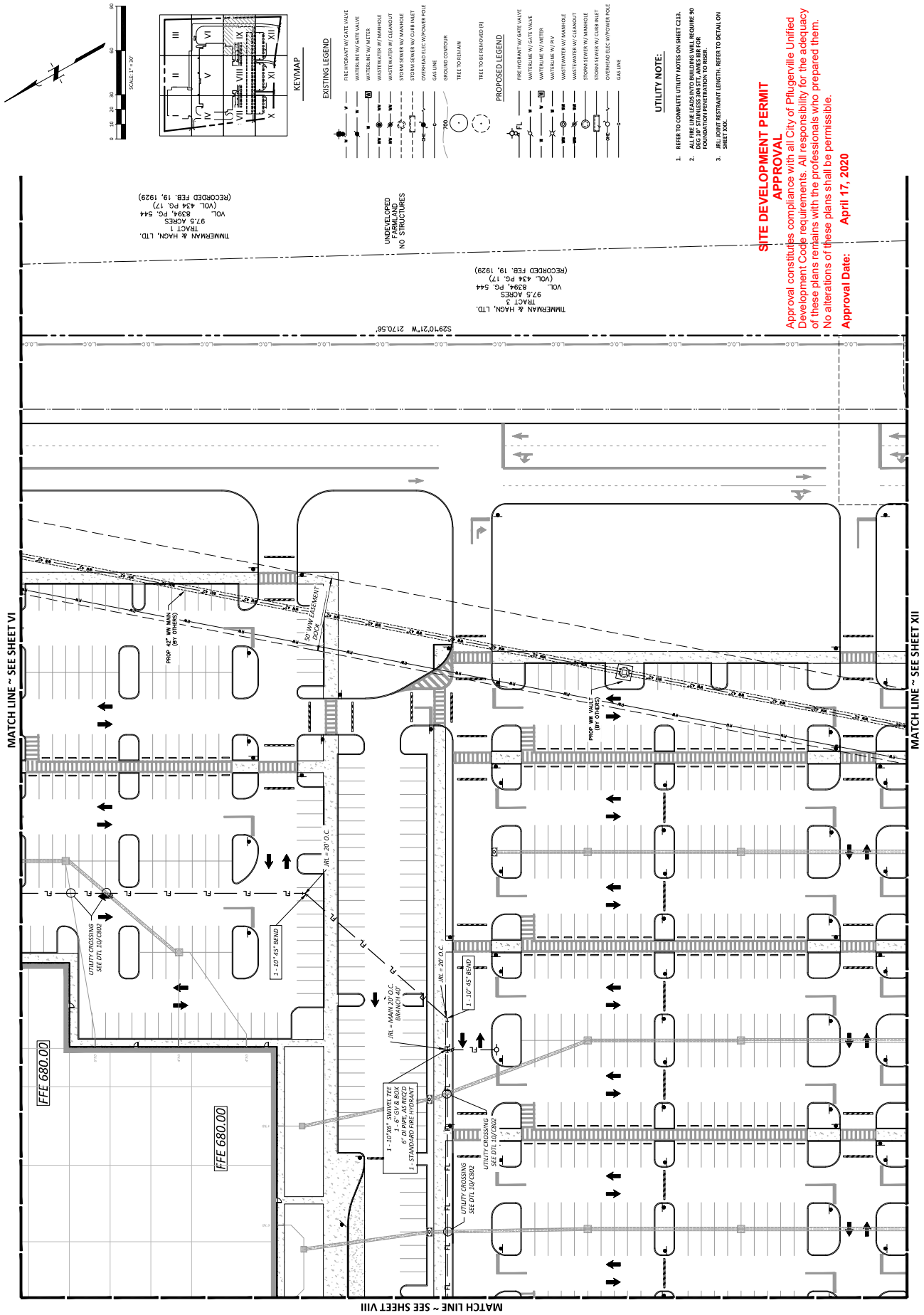
JOB NO.: 15681-0002-00  
DATE: 05/17/2020

Professional Engineer Registration No. F-439  
Tennessee Board of Professional Engineers

REVISIONS

No.	Date	Description
1	2020.02.18	CHANGE BULLETIN 1

APP.



**SITE DEVELOPMENT PERMIT APPROVAL**

Approval constitutes compliance with all City of Pluggerville Unified Development Code requirements. All responsibility for the adequacy of these plans remains with the professionals who prepared them. No alterations of these plans shall be permissible.

**Approval Date: April 17, 2020**

1.2. “Contractor” shall mean the person, firm, corporation, partnership, association, or other entity currently under contract with City for construction of the Improvements under the Improvements Contract and who will construct the Public Improvements.

1.3. “Development” shall mean that certain property owned by Developer identified herein as “Project Charm” (name of project), and as more specifically identified above in the recitals.

1.4. “Improvements Contract” shall mean the City’s construction contract for SH 130 Interceptor Wastewater Project.

1.5. “Public Improvements” shall mean the public improvements required for the Development as described on Exhibit “A”.

1.6. “Developer Participation Costs” shall mean costs associated with the design, construction and inspection of the Public Improvements, as designated on Exhibit “B”, which are the responsibility of the Developer.

## **ARTICLE II – Construction of Public Improvements.**

2.1. Construction of Public Improvements. City agrees to construct the Public Improvements in accordance with the plans and specifications of the City Engineer as illustrated in Exhibit “A” attached hereto. No change in the construction plans shall be made by Developer without the prior written consent of the City Engineer. The entire cost of the design, construction and inspection of said Public Improvements shall be the responsibility and obligation of Developer, except as herein provided.

2.2. Contracts for Construction. City shall use its Improvements Contract with Contractor to construct the Public Improvements in accordance with the approved plans and specifications. The City Engineer shall draft all plans, specifications and any other documents and cost estimates for the Public Improvements, which shall be approved by City and Developer prior to delivery to Contractor. Developer shall be solely responsible for payment of the Public Improvements and shall make all payments in a timely manner to the City for reimbursement of Developer Participation Costs incurred for the Public Improvements.

2.3. Inspection. The City Engineer or designee shall oversee and inspect the construction of the Public Improvements in the same manner, and shall possess the same authority, as is provided during the construction of the City’s Improvements Contract and pursuant to the City of Pflugerville Subdivision Ordinance, as amended.

2.4. Accounting. City shall submit to Developer a complete accounting of all costs incurred by City in the design, construction and inspection of the Public Improvements. City will not contribute or pay for any costs attributable to said Public Improvements. City shall maintain the accounting of the Public Improvements for a period of two years from the date of completion.

**2.5. Indemnity. Developer agrees to protect, indemnify and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by Developer or Developer’s agents, representatives, employees, contractors, or subcontractors.**

### **ARTICLE III – Obligations and Payments.**

3.1. City Obligations. The City will invoice the Developer the Developer Participation Costs, as designated on Exhibit “B”, which shall equate to the actual costs for the Public Improvements, as illustrated on Exhibit “A”. Notwithstanding any provision of this Agreement to the contrary, Developer’s obligation shall only be for the reimbursement of costs incurred by City and shall not in any event exceed One Hundred Seventy-Three Thousand Three Hundred Forty-Three Dollars and Seventy-Six Cents (\$173,343.76).

3.2. Developer Obligations. The Developer will pay the Developer Participation Costs, as designated on Exhibit “B”, and as may be amended or modified by written approval of the Developer, irrespective of whether the Development is constructed and completed according to the plans approved by the City.

3.3. Payment Procedures. Developer shall deliver to City full payment of the Developer Participation Costs as provided in this section.

3.2.1 Submittal and review. City’s contractor shall submit and the City Engineer shall review documentation, as may be reasonably required by City Engineer, showing final, actual construction for approval. If approved, City Engineer shall create a Change Order to the city’s current Improvements Contract incorporating all costs associated with the Public Improvements.

3.2.2 Upon the City Engineer’s review and approval of the documents, a final inspection on the Public Improvements shall be conducted, noting any required corrections or repairs. Once corrections or repairs are made and deemed acceptable, the City Engineer will submit to City the Public Improvements and Change Order for approval.

3.2.3 Within 30 days of approval of the Public Improvements and Change Order, the Developer will pay to City the Developer Participation Costs set out in the Change Order. Any additional costs above One Hundred Seventy-Three Thousand Three Hundred Forty-Three Dollars and Seventy-Six Cents (\$173,343.76) must have written approval by the Developer prior to being incurred.

### **Article IV – Miscellaneous Provisions.**

4.1. Assignment. This Agreement shall bind and benefit the respective Parties and

their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

4.2. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

4.3. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.4. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.5. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.7. Venue. This Agreement shall be performable and enforceable in the state district courts of Travis County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.8. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

CITY OF PFLUGERVILLE  
P O BOX 589

Pflugerville, TX 78691-0589  
Attention: City Manager

With copy to: Denton Navarro Rocha Bernal & Zech, P.C.  
2417 N. Main Avenue  
San Antonio, TX 78212  
Attention: Charles Zech

If to Developer: Seefried Development Management, Inc.  
3030 LBJ Freeway, Suite 1650  
Dallas, TX 75234  
Attn: Jonathan Stites, Senior Vice President

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

4.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

4.12. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

4.13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

4.14. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

4.15. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

*[ Signatures and acknowledgments on the following pages]*

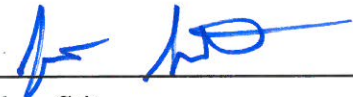
**Signature Page to**  
**Agreement with Developer for Construction of Public Improvements**

This Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

SEEFRIED DEVELOPMENT MANAGEMENT, INC.

by:



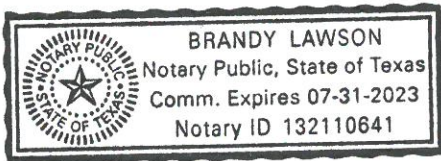
Name: Jonathan Stites

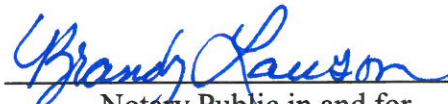
Title: Senior Vice President

THE STATE OF Texas           §  
  §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on the 29 day of June, 2020 by Jonathan Stites "Title of signer" for Seefried Development Management, Inc. (Development Name), for the purposes herein expressed.

(SEAL)



  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: 07/31/2023

**Signature Page to**  
**Agreement with Developer for Construction of Public Improvements**

This Community Facilities Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

**CITY OF PFLUGERVILLE,**  
a Texas municipal corporation

By: \_\_\_\_\_  
Name: Sereniah Breland, City Manager

THE STATE OF TEXAS            §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020 by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**PUBLIC IMPROVEMENTS**

**EXHIBIT B**  
**DEVELOPER PARTICIPATION COSTS**