

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
Methyl Chloride											
Methylene Chloride											
1,1,2,2-Tetra-chloroethane											
Tetrachloroethylene											
Toluene											
1,2-Trans-Dichloroethylene											
1,1,1-Trichloroethane											
1,1,2-Trichloroethane											
Trichloroethylene											
Vinyl Chloride											
ACID COMPOUNDS											
2-Chlorophenol											
2,4-Dichlorophenol											
2,4-Dimethylphenol											
4,6-Dinitro-o-Cresol											
2,4-Dinitrophenol											
2-Nitrophenol											
4-Nitrophenol											
P-Chloro-m-Cresol											
Pentachlorophenol											
Phenol											

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		Date	Date	Date	Date			Date	Date	Date	Date
2,4,6-Trichlorophenol											
BASE/NEUTRAL COMPOUNDS											
Acenaphthene											
Acenaphthylene											
Anthracene											
Benzidine											
Benzo(a)Anthracene											
Benzo(a)Pyrene											
3,4-Benzofluoranthene											
Benzo(ghi)Perylene											
Benzo(k)Fluoranthene											
Bis(2-Chloroethoxy)Methane											
Bis(2-Chloroethyl)Ether											
Bis(2-Chloroisopropyl)Ether											
Bis(2-Ethylhexyl)Phthalate											
4-Bromophenyl Phenyl Ether											
Butylbenzyl Phthalate											
2-Chloronaphthalene											
4-Chlorophenyl Phenyl Ether											

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		Date	Date	Date	Date			Date	Date	Date	Date	
Chrysene												
Dibenzo(a,h)Anthracene												
1,2-Dichlorobenzene												
1,3-Dichlorobenzene												
1,4-Dichlorobenzene												
3,3-Dichlorobenzidine												
Diethyl Phthalate												
Dimethyl Phthalate												
Di-n-Butyl Phthalate												
2,4-Dinitrotoluene												
2,6-Dinitrotoluene												
Di-n-Octyl Phthalate												
1,2-Diphenyl Hydrazine												
Fluoranthene												
Fluorene												
Hexachlorobenzene												
Hexachlorobutadiene												
Hexachloro-cyclopentadiene												
Hexachloroethane												
Indeno(1,2,3-cd)pyrene												
Isophorone												

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		Date	Date	Date	Date			Date	Date	Date	Date
Naphthalene											
Nitrobenzene											
N-Nitrosodimethylamine											
N-Nitrosodi-n-Propylamine											
N-Nitrosodiphenylamine											
Phenanthrene											
Pyrene											
1,2,4-Trichlorobenzene											
PESTICIDES											
Aldrin											
Alpha-hexachlorocyclohexane (BHC)											
beta-BHC											
gamma-BHC (Lindane)											
delta-BHC											
Chlordane											
4,4-DDT											
4,4-DDE											
4,4-DDD											
Dieldrin											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
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		Date	Date	Date	Date			Date	Date	Date	Date
alpha-Endosulfan											
beta-Endosulfan											
Endosulfan Sulfate											
Endrin											
Endrin Aldehyde											
Heptachlor											
Heptachlor Epoxide											
Polychlorinated biphenols (PCBs) <i>The sum of PCB concentrations not to exceed daily average value.</i>											
PCB-1242							See PCBs				
PCB-1254							See PCBs				
PCB-1221							See PCBs				
PCB-1232							See PCBs				
PCB-1248							See PCBs				
PCB-1260							See PCBs				
PCB-1016							See PCBs				
Toxaphene											
ADDITIONAL TOXIC POLLUTANTS REGULATED UNDER 30 TAC CHAPTER 307											
Aluminum											
Barium											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
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		Date	Date	Date	Date			Date	Date	Date	Date
Bis(chloromethyl) ether ⁷											
Carbaryl											
Chlorpyrifos											
Cresols											
2,4-D											
Danitol ⁸											
Demeton											
Diazinon											
Dicofol											
Dioxin/Furans ⁹											
Diuron											
Fluoride											
Guthion											
Hexachlorophene											
Malathion											
Methoxychlor											
Methyl Ethyl Ketone											
Mirex											
Nitrate-Nitrogen											
N-Nitrosodiethylamine											

PRETREATMENT PROGRAM INFLUENT AND EFFLUENT MONITORING RESULTS											
POLLUTANT	MAHL, if Applicable in lb/day	Influent Measured in µg/L (Actual Concentration or < MAL)				Average Influent % of the MAHL ²	Daily Average Effluent Limit (µg/L) ³	Effluent Measured in µg/L (Actual Concentration or < MAL) ⁴			
		Date	Date	Date	Date			Date	Date	Date	Date
N-Nitroso-di-n-Butylamine											
Nonylphenol											
Parathion											
Pentachlorobenzene											
Pyridine											
1,2-Dibromoethane											
1,2,4,5-Tetrachlorobenzene											
2,4,5-TP (Silvex)											
Tributyltin ⁹											
2,4,5-Trichlorophenol											
TTHM (Total Trihalomethanes)											

Endnotes:

1. It is advised that the permittee collect the influent and effluent samples considering flow detention time through each wastewater treatment plant (WWTP).
2. The MAHL of the approved TBLs or for each pollutant of concern (POC) for which the permittee has calculated a MAHL. Only complete the column labeled "Average Influent % of the MAHL," as a percentage, for pollutants that have approved TBLs or for each POC for which the permittee has calculated a MAHL (U.S. Environmental Protection Agency *Local Limits Development Guidance*, July 2004, EPA933-R-04-002A).

The % of the MAHL is to be calculated using the following formulas:

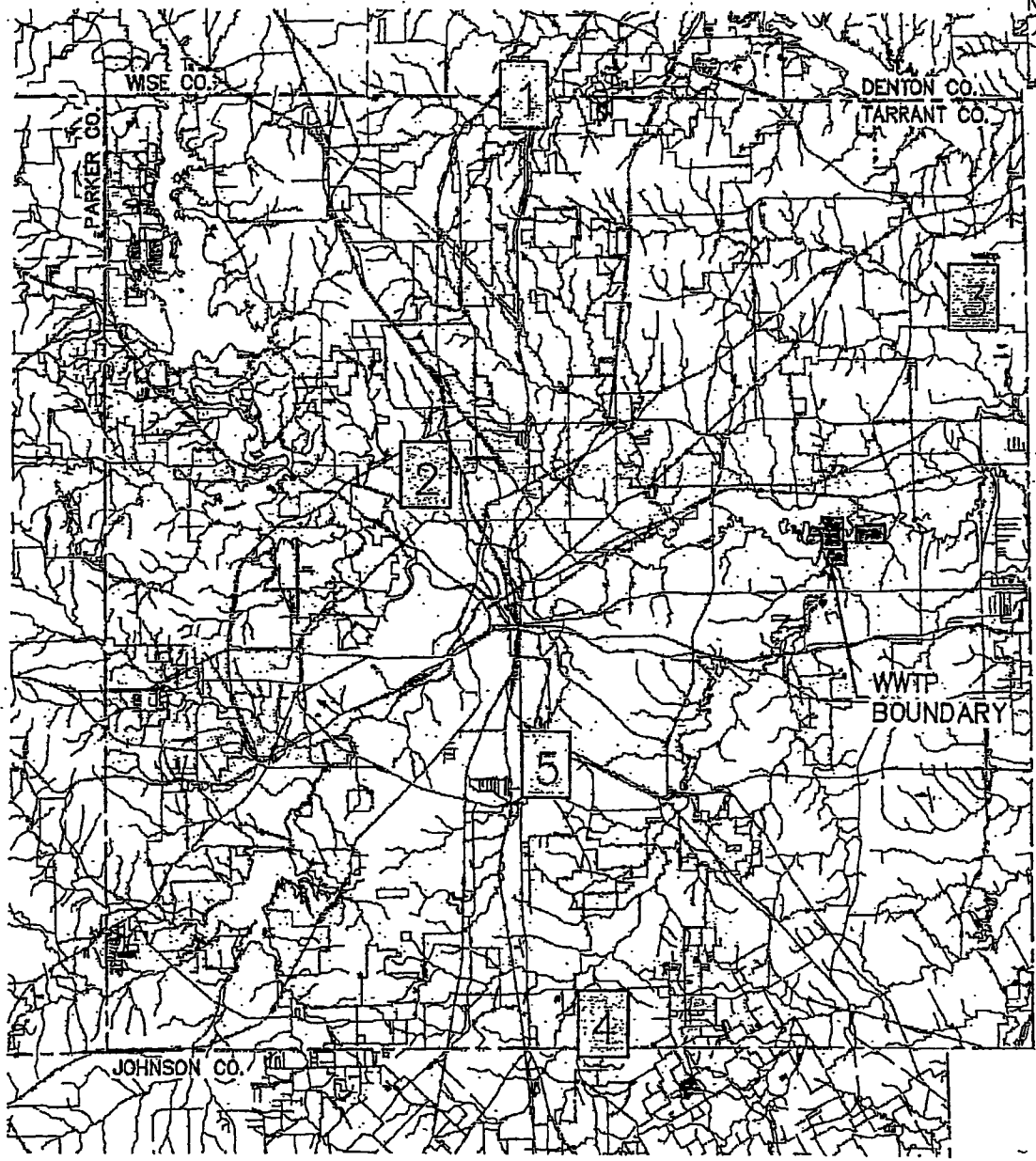
$$\text{Equation A: } L_{INF} = (C_{POLL} \times Q_{WWTP} \times 8.34) / 1000$$

$$\text{Equation B: } L\% = (L_{INF} / \text{MAHL}) \times 100$$

Where:

L_{INF} =	Current Average (Avg) influent loading in lb/day
C_{POLL} =	Avg concentration in $\mu\text{g/L}$ of all influent samples collected during the pretreatment year.
Q_{WWTP} =	Annual average flow of the WWTP in MGD, defined as the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months (or during the pretreatment year), and as described in the Definitions and Standard Permit Conditions section.
$L\%$ =	% of the MAHL
MAHL =	Calculated MAHL in lb/day
8.34 =	Unit conversion factor

3. Daily average effluent limit (metal values are for total metals) as derived by the Texas Toxicity Modeling Program (TexTox). Effluent limits as calculated are designed to be protective of the Texas Surface Water Quality Standards. The permittee shall determine and indicate which effluent limit is the most stringent between the 30 TAC Chapter 319, Subchapter B (Hazardous Metals) limit, TexTox values, or any applicable limit in the Effluent Limitations and Monitoring Requirements Section of this TPDES permit. Shaded blocks need not be filled in unless the permittee has received a permit requirement/limit for the particular parameter.
4. Minimum analytical levels (MALs) and analytical methods as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), as amended and adopted by the TCEQ. Pollutants that are not detectable above the MAL need to be reported as less than (<) the MAL numeric value.
5. Report result by subtracting Hexavalent Chromium from Total Chromium.
6. Either the method for Amenable to Chlorination or Weak-Acid Dissociable is authorized.
7. Hydrolyzes in water. Will not require permittee to analyze at this time.
8. EPA procedure not approved. Will not require permittee to analyze at this time.
9. Analyses are not required at this time for these pollutants unless there is reason to believe that these pollutants may be present.



- SITE IDENTIFICATION
- 1. ALLIANCE AIRPORT
 - 2. MEACHAM AIRPORT
 - 3. D/FW AIRPORT
 - 4. SPINKS AIRPORT
 - 5. ROLLING HILLS NURSERY

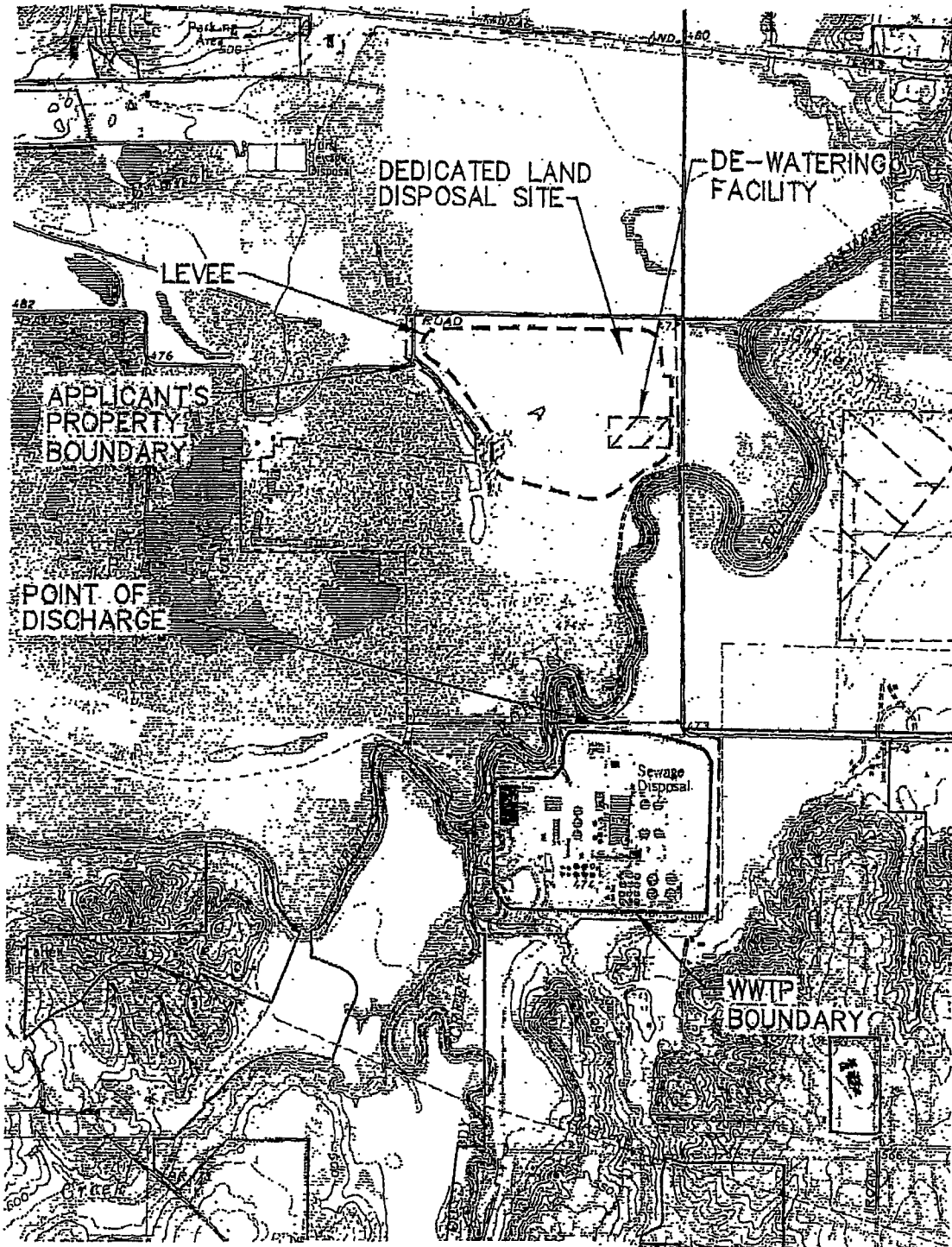
ATTACHMENT A
FORT WORTH VILLAGE CREEK WWTP
TPDES PERMIT APPLICATION
LOCATION MAP OF CITY OWNED PROPERTY
FOR CLASS A SLUDGE LAND APPLICATION

03/10/06-13:26 Mt:\Projects\318\3902\Acad\52class\Sites.dwg

ALAN PLUMM
ASSOCIATES.

City of Fort Worth

TPDES Permit No. WQ0010494013

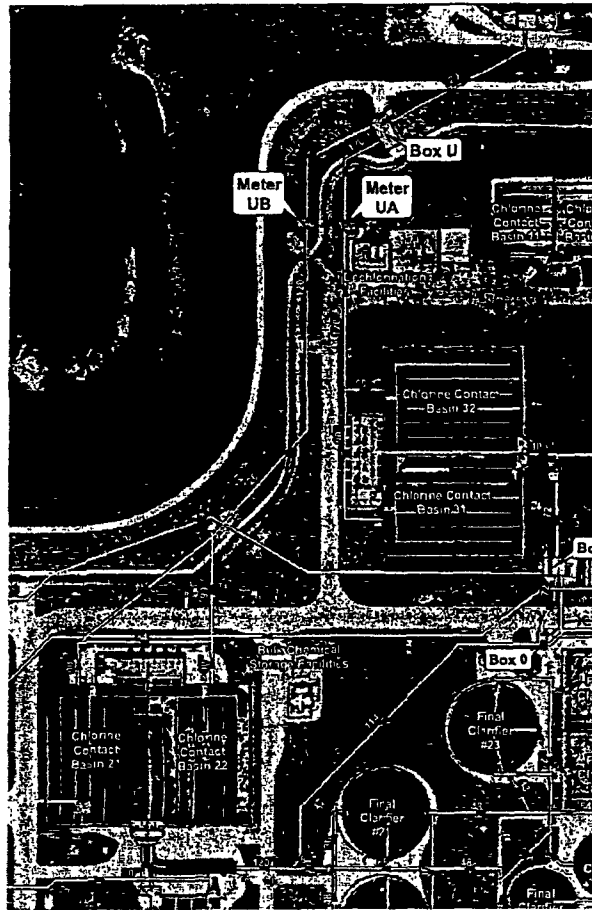


ATTACHMENT B

FORT WORTH VILLAGE CREEK WWTP
TPDES PERMIT APPLICATION
LEVEE LOCATION MAP

03/28/05-02-59 M:\Projects\318\3801\Acad\TDD\FloodCentral.dwg

ATTACHMENT C



Attachment C
Pre-Development Conference Requests



Pre-Development Conference Request
Planning and Development Department
 1000 Throckmorton St., Fort Worth, TX 76102
 Office: 817-392-2239 / Fax: 817-392-7985
 david.schroeder@fortworthgov.org

Date Jan 7, 2013

Applicant Barham Interests, Inc. Address / City / State 600 Summit Avenue/Fort Worth/TX
 Representative Robert Barham Contact Number 817.377.2900
 Email Address rhb@barhaminterests.com Fax Number 817.332.8387

Project Name Mary's Creek Meadows Proposed Use Single Family Detached Residential or Commercial Residential
 # of Buildings _____ Total Sq Ft _____ # of Floors _____
 Project Address 13128 Old Weatherford Rd. (approximate) Mapsco 761D Site Acreage 63.35
 Subdivision M.C. Moulton Survey, Abstract 934 Lot / Block _____

Project Description
42 single family detached 1 acre residential lots

If this information below is unknown, please leave the space blank

Zoning ETJ Transportation Impact Fee Service Area n/a NEZ n/a
 Council District n/a Urban Village n/a
 Design District na/ TIF District n/a
 Surrounding Land Uses North undeveloped South undeveloped East undeveloped West Walsh Ranch

Zoning

- Review Current Zoning Regulation
- Building Setbacks
- Parking Requirements
- Screening Requirements
- Landscaping Requirements

Platting

- Verify type of Plat required
- Preliminary Plats
- Minor Plats / Replats
- Easements
- Vacation Procedure

Roadway Improvements

- City Standards & Requirements
- Sidewalks & Gutters
- Community Facilities Requirements
- Ingress & Egress
- Master Thoroughfare Plan

Drainage

- City Requirements
- Drainage Study Requirements
- Flood Plain

Water and Sewer

- Verify Existing Lines and Capacity
- Water & Sewer Studies
- Community Facilities Requirements
- Taps / Meters

Urban Forestry

- Site Requirements
- Preservations Methods
- Plan Review & Permit

Parks

- Park Dedication
- Fee Requirements
- Park Criteria

Transportation Impact Fees

- Verify Service Area / Development Unit
- Assessment Process
- Credits

Building Code

- Building Separation
- Occupancy Class
- Exit Requirements
- Allowable Heights & Areas
- Other

Fire

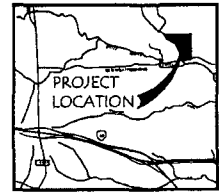
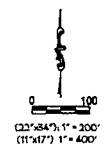
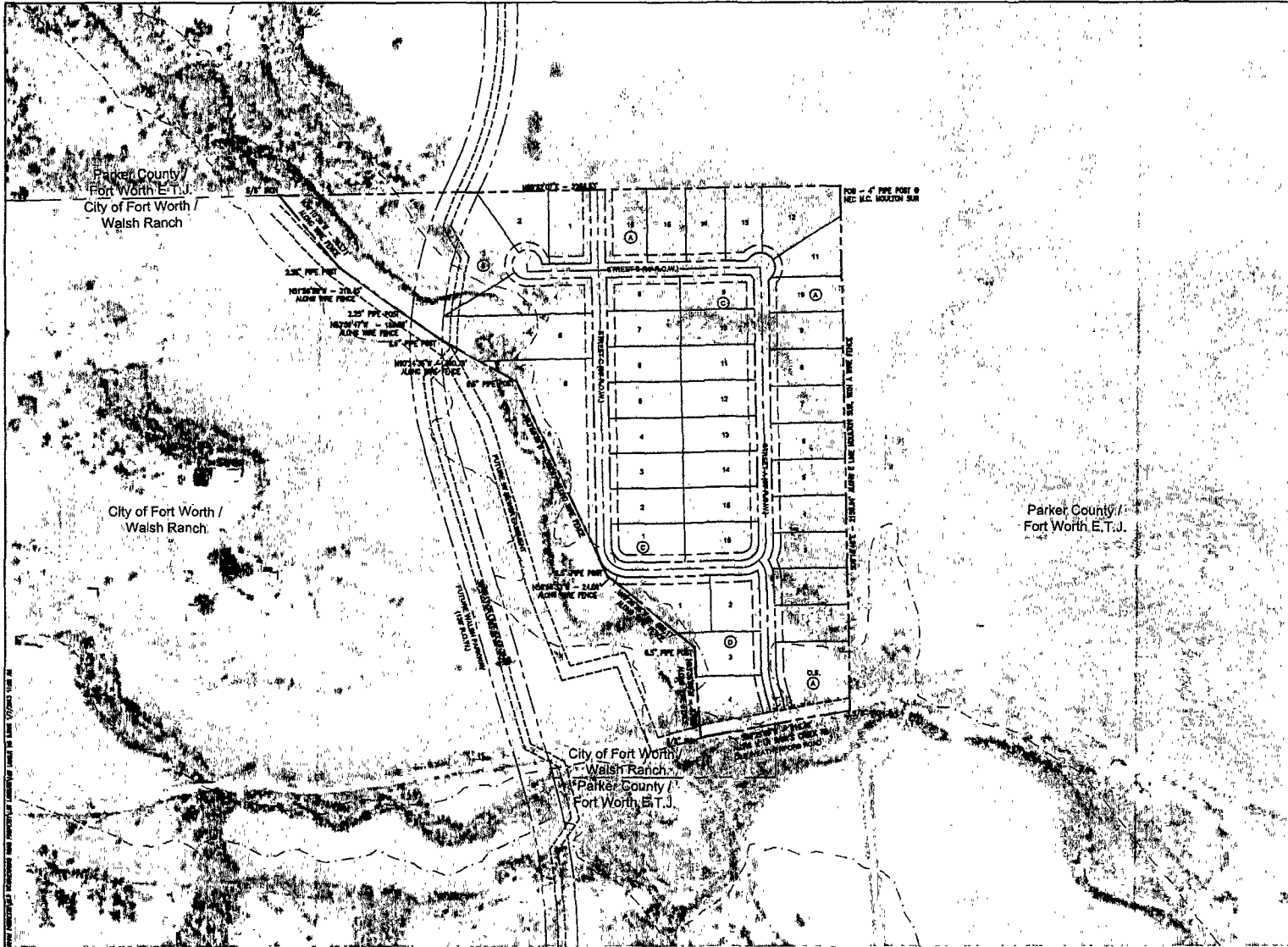
- Fire Lanes / Turning Radii
- Hydrants / Hose Lengths
- Sprinkler & Alarms
- Hazardous Materials

Other Questions

For the Pre-Development Conference to be most effective, please email the Development Project Coordinator PDF copies of available drawings to david.schroeder@fortworthgov.org:

- Conceptual Plans
- Sketches
- Maps
- Site plans
- Building Plans

Print Form



LOCATION MAP

MARY'S CREEK MEADOWS

(42 - 1 Acre Lots and 1 - Open Space Lot)

Aledo, Parker County, Texas
65.55 Acres of Land in the Fort Worth E.T.J.
out of the M. C. Moulton Survey, Abstract No 934


DATE OF PREPARATION:
01/07/2013



OWNER
COMMUNITY FOUNDATION OF NORTH TEXAS
306 WEST 7th STREET
FORT WORTH, TEXAS 76102
PHONE: 817 877 0270



DEVELOPER:
BARHAM INTERESTS, INC.
MR. ROBERT H. BARHAM
400 SUMMIT AVENUE
FORT WORTH, TEXAS 76107
PHONE: 817 577 2900

ENGINEER / SURVEYOR / PLANNER:
 **Baird, Hampton & Brown, Inc.**
Engineering & Planning
Baird, Hampton and Brown, Inc.
MR. OTTIS LEE, P.E.
1820 SANTA FE DRIVE, SUITE 100
WEATHERFORD, TEXAS 76086
PHONE: 817 596 7575



Staff Advisory: Pre-Development Conference

When: Monday, December 19, 2019 (11:00-11:30AM)
Where: Development Conference Room - Northeast Corner, Lower Level, City Hall
Project: Carrell Tract SF
Location: 10821 Old Weatherford Rd.
Applicant: Clairmont Acquisitions

Zoning: Select
TIF: Select
NEZ: N/A
Historic: N/A

Transportation Impact Fee Service Area: ETJ
Urban Village: N/A
Design District: N/A
Council District: ETJ

Contacts:817-392-Ext.

<u>Planning & Development 817-392-2222</u>	<u>Ext.</u>	<u>Water & Sewer 817-392-8240</u>	<u>Ext.</u>
Stephen Murray, Project Facilitator	2883	Scott Taylor- W/S Strategic Planning Eng. Mgr.	7240
Michelle Reynolds, Project Facilitator	8423	Mark J Wilson- Professional Engineer	6529
Julia Ryan, Bike Plan	2593	Reza Broun- W/S Studies	8073
Eric Fladager, Comprehensive Planning Mgr.	8011	Wade Goodman-FireFlow Request & W/S Study Numbers	7139
Jennifer Ezernack, CFA/Encroachment Agrmts.	2737	Soon Woog- W/S Development Eng. Mgr.	8369
Evelyn Roberts, CFA/Encroachment Agrmts.	2025	Vishal Sood-W/S Engineer	8055
Mary Elliott, Platting Mgr.	7844	Melissa Harris- W/S Plat Comments	6430
Alex Parks Platting	2638	<u>Transportation and Public Works</u>	
Jamie DeAngelo, Platting	2309	Mirian Spencer - Sr. Planner	8702
Jane Mathews, Platting	7893	Michael Arthaud- Sr. Engineering Tech TPW	6597
Stuart Campbell, Platting	2412	<u>Storm Water (sds@fortworthtexas.gov)</u>	
Randy Hutcheson, Preservation & Design Mgr.	8008	Stephen Nichols-Storm Water Engineer	8731
Justin Newhart, Urban Design Districts & Overlays	8037	Ron Nason- SW Sr. Engineering Tech	5399
Murray Miller, Preservation/HCLC	8574	Robin Stevens-SW Sr. Engineering Tech	8035
Sevanne Steiner, Downtown Design Review	8012	<u>Floodplain</u>	
Laura Voltmann, Urban Design Districts & Overlays	8015	Clair Davis- Floodplain Sr. Engineer	5981
Julie Westerman, Transportation Impact Fees	2677	Cindy Robinson- Floodplain Grad Engineer	7947
Kendra Davis, Transportation Impact Fees	8074	<u>Park & Recreation</u>	
Cheri Cuellar, Urban Forestry	7931	Lori Gordon, Planning Manager	5743
Lucretia Summers, Urban Forestry	7933	Cornell Gordon, Parks & Recreation Planner	5764
Arty Wheaton-Rodriguez, Zoning Manager	6226	Patrick Benton, Sr Planner	5706
Korrie Becht, Zoning & Land Use Sr Planner	7944	Germaine Joseph, Sr Planner	5710
Laura Evans, Zoning & Land Use	8043	<u>Bureau of Fire Prevention 817-392-6830</u>	
Lynn Goforth, Zoning Plans Review Supervisor	2513	Chip Paiboon-FD Protection Specialist	6848
Lyn Jordan, Zoning & Land Use	2495	Mike McDaniel- FD Projection Specialist	6845
Cody Hughes, Plans Exam Supervisor	2867	Bob Morgan-FD Sr. Engineer	2838
Ken McGowen, Development Inspector Supervisor	7834	Rays Mays- Fire Lieutenant Addressing	6833
Kevin Yarbrough, Development Inspector Supervisor	8793	James McLain- Fire Lieutenant Platting Compliance	6033
Carl Spangler, Development Inspector Supervisor	8118	<u>Environmental Management</u>	
Cecilia Leyba, Gas Well Drilling	2884	Marty Savage- Sr. Environmental Specialist	6083
<u>Neighborhood Empowerment Zone</u>			
Apply For Basic Incentives	7316	Eric Mason- Sr. Environmental Specialist	5456
Sara Odle, NEZ Tax Abatements	2222	<u>Oncor ED</u>	
<u>Solid Waste Services Division</u>			
Pimentel, Joao, Senior Planner	5157	Timothy Dolan, Timothy.Dolan@Oncor.com	817-624-6063
		Keith Williams, Keith.Williams@Oncor.com	817-215-6678
		<u>Economic Development/Neighborhood Svcs.</u>	
		Brenda Hicks-Sorenson, Asst. Director	2606
		Chad LaRoque- Housing Dev. Mgr. [817-870-0154]	2661



Pre-Development Conference Request

Applicant: <u>Clairmont Acquisitions, LLC</u>	Total sq ft (bldg(s)): <u>NA</u>
Contact Number: <u>817-810-0696</u>	Height/ # of Floors: <u>NA</u>
Contact Email: <u>ryan.hill@segpllc.com</u>	Site Acreage: <u>45.2</u>
Project Name: <u>Carrell Tract SF</u>	Subdivision: <u>NA</u>
Project Address: <u>10821 Old Weatherford Road</u>	Lot/Block: <u>NA</u>
Proposed Use: <u>Residential</u>	

Project Description (Provide detailed summary and/or questions related to your project):

This is a proposed 178 lot single family development on a 45.2 acre tract of land located south of Old Weatherford Road, east of Wakecrest Drive in West Fort Worth. This project will include: water, sewer, drainage, paving, and street light improvements. We request to discuss zoning, platting, roadway improvements, drainage improvements, parks, water and sewer, and urban forestry at the PDC.

Project Questionnaire:	Yes	No	Additional Comment(s)
Are you planning to subdivide or combine lots?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Existing Building: Addition/Renovation/Demolition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Do you need to establish new water/sanitary sewer service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are any existing water/sewer services going to be eliminated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Do you plan on installing a commercial kitchen?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NA
Is a fire line/sprinkler needed for the proposed development?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NA
What size? <input type="checkbox"/> 4" <input type="checkbox"/> 6" <input type="checkbox"/> 8" (choose one)			

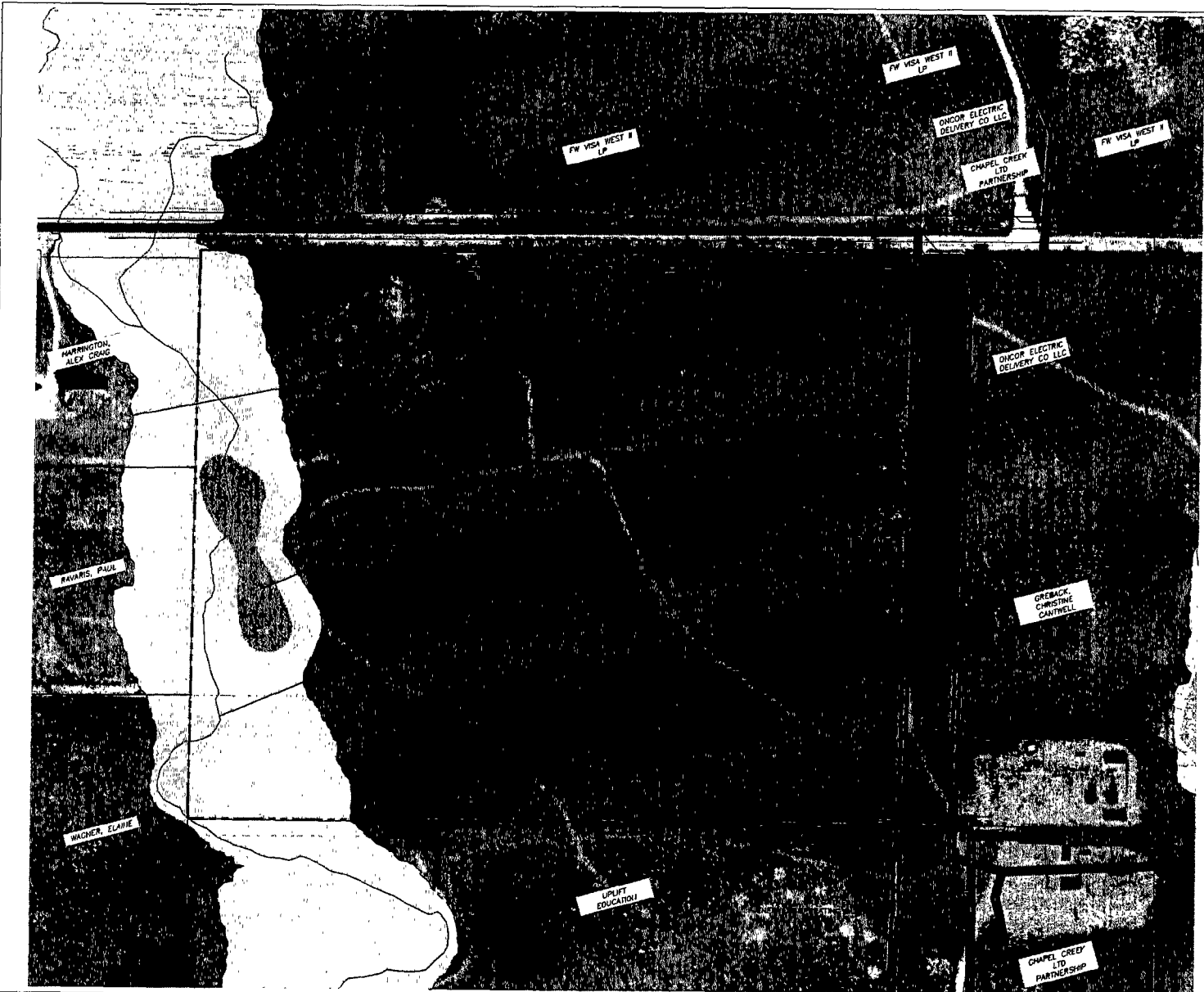
Please provide the following items with the application:

- Location map
- Site plan of your proposal with the following information:
 - ♦ Building footprints with dimensions
 - ♦ Dumpsters/compactors
 - ♦ Surrounding streets, site parking and driveways
 - ♦ Fences and screening
 - ♦ Supplemental surfaces (i.e. grass, concrete, etc.)
 - ♦ Signs

Due to the high number of requests, Pre-Development Conferences will not be scheduled until all items are provided.


Expedited Plan Review Services are available through the City of Fort Worth's X-Team. To learn about Expedited Plan Review Services provided by the City of Fort Worth, please visit <http://fortworthtexas.gov/planninganddevelopment/permits/>.

Planning and Development Department
 200 Texas St Fort Worth, TX 76102
 Projects@fortworthtexas.gov
 817.392.1732


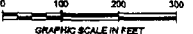


- LEGEND**
- UNDEVELOPABLE AREA DUE TO CONSTRAINTS
 - GAS WELL SETBACK
 - FLOODPLAIN
 - WETLANDS
 - DEVELOPABLE AREA
 - PROJECT LOCATION
 - EXISTING GAS PIPELINE

TOTAL ACREAGE = 45.22 AC
UNDEVELOPABLE AREA = 10.21 AC
NET DEVELOPABLE AREA = 35.01 AC
50' x 118' LOTS = 578 LOTS



SHIELD
ENGINEERING GROUP
7075 FLEMING AVENUE, SUITE 1000, FORT WORTH, TEXAS 76120



 GRAPHIC SCALE IN FEET

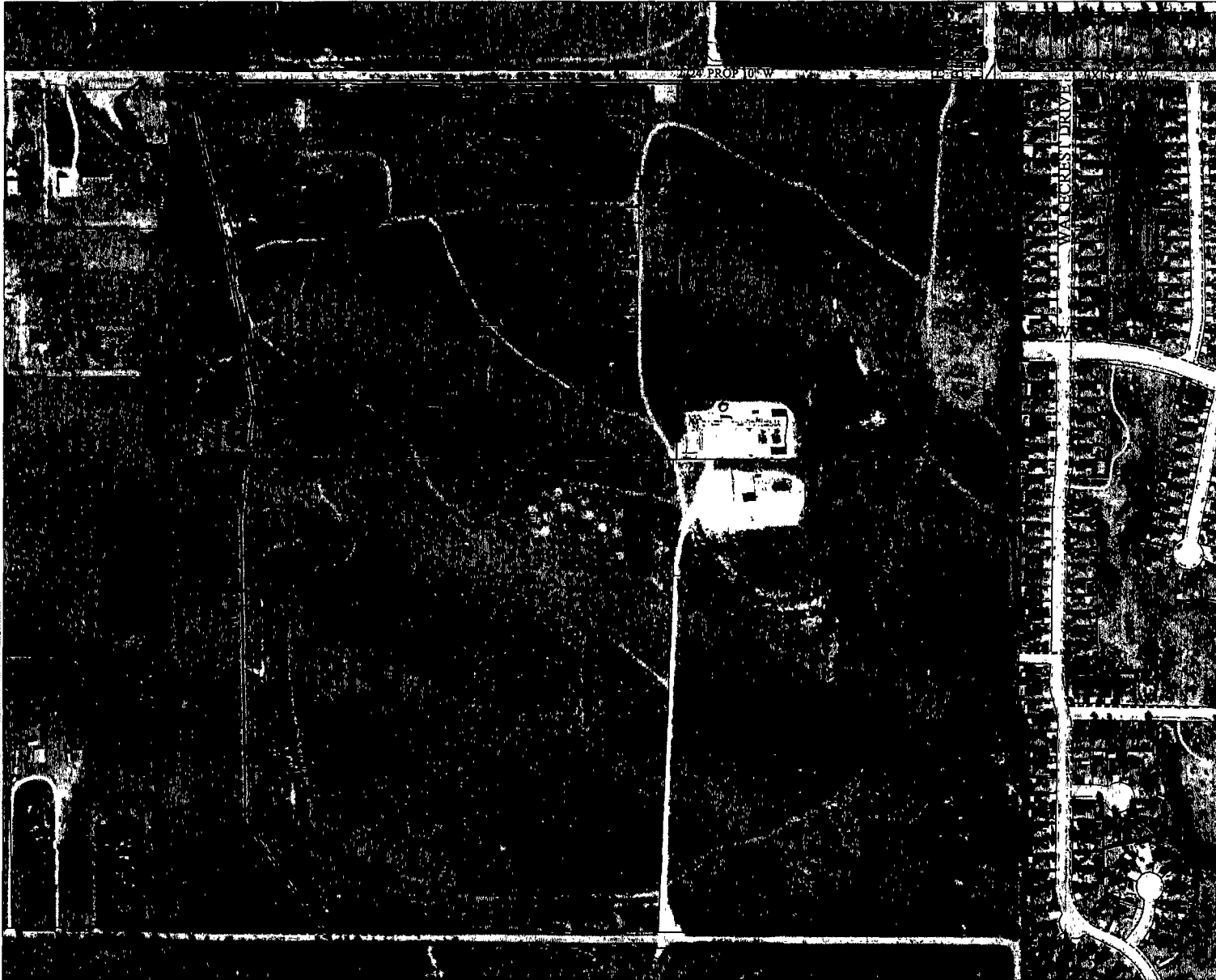
THE CITY OF FORT WORTH
ETJ

CARRELL TRACT

CONCEPT LAND PLAN

DESIGNED _____	SCALE: 1" = 100'	DATE: AUG 2019	SHEET: 1 OF 1
DRAWN _____			

CARRELL TRACT

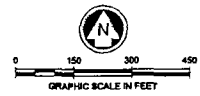


LEGEND

- PROJECT LOCATION
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MAIN
- EXISTING WATER MAIN

PROBABLE COSTS

WATER COSTS =	\$285,640.94
SEWER COSTS =	\$228,006.71
TOTAL COSTS =	\$511,547.21



THE CITY OF FORT WORTH
ETJ

CARRELL TRACT

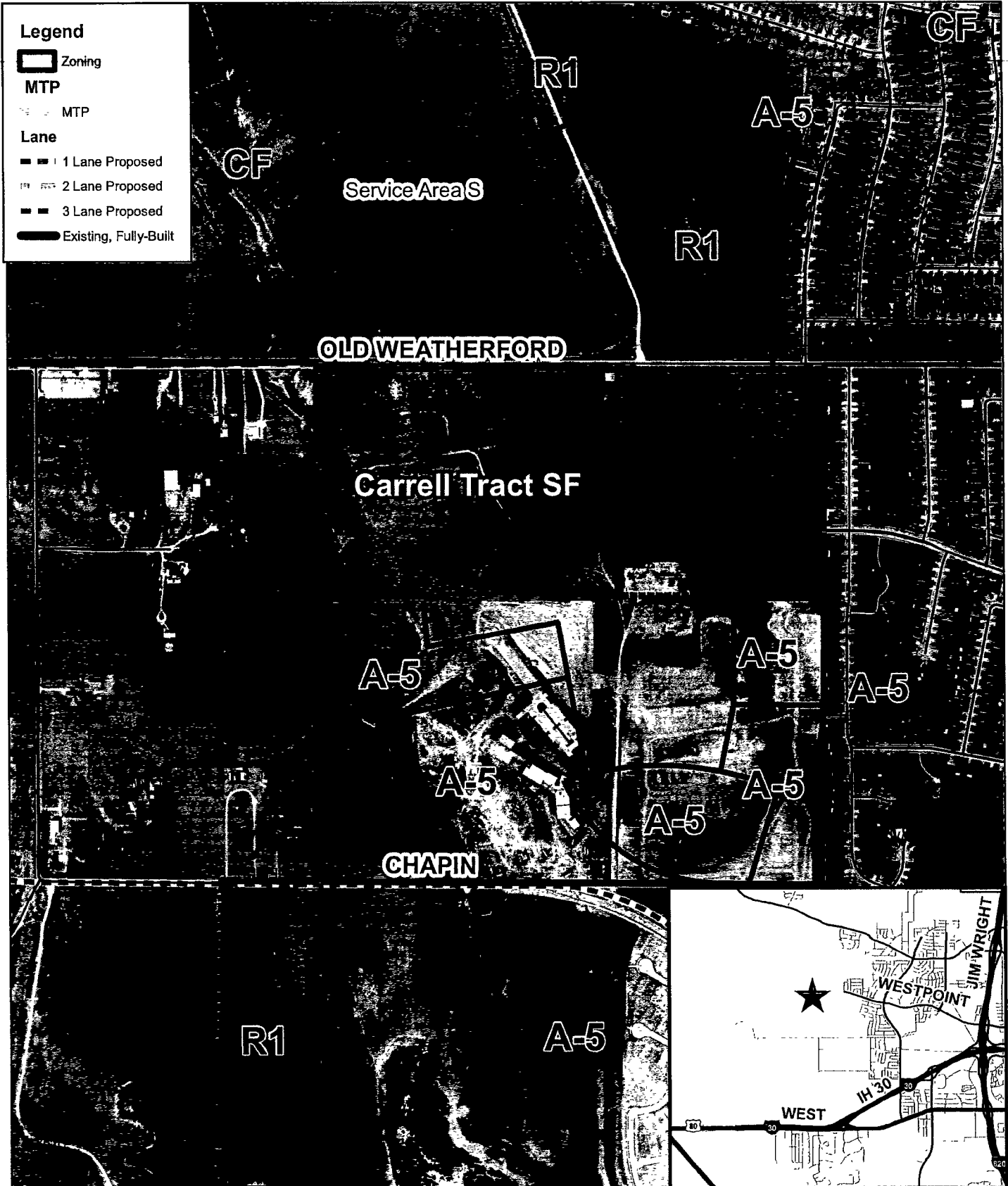
OFFSITE CONNECTION EXHIBIT

DESIGNED: _____	SCALE: 1" = 150'	DATE: OCT 2018	SHEET: 1 OF 1
DRAWN: _____			

CARRELL TRACT

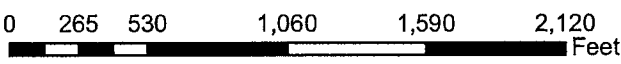
Pre-Development Conference Study Map

Carrell Tract SF 12-19-2019



Legend

- Zoning
- MTP
- Lane
- 1 Lane Proposed
- 2 Lane Proposed
- 3 Lane Proposed
- Existing, Fully-Built



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Staff Advisory: Pre-Development Conference

When: Thursday, December 12, 2019 (9:30-10:00AM)
Where: Development Conference Room - Northeast Corner, Lower Level, City Hall
Project: Onken Tract
Location: 300 Coder Dr. Aledo Tx 76008
Applicant: Ken Davis

Zoning: Select
TIF: N/A
NEZ: N/A
Historic: N/A

Transportation Impact Fee Service Area: ETJ
Urban Village: N/A
Design District: N/A
Council District: ETJ

Contacts: 817-392-Ext.

<u>Planning & Development 817-392-2222</u>	<u>Ext.</u>	<u>Water & Sewer 817-392-8240</u>	<u>Ext.</u>
Stephen Murray, Project Facilitator	2883	Scott Taylor- W/S Strategic Planning Eng. Mgr.	7240
Michelle Reynolds, Project Facilitator	8423	Mark J Wilson- Professional Engineer	6529
Julia Ryan, Bike Plan	2593	Reza Broun- W/S Studies	8073
Eric Fladager, Comprehensive Planning Mgr.	8011	Wade Goodman- FireFlow Request & W/S Study Numbers	7139
Jennifer Ezernack, CFA/Encroachment Agrmts.	2737	Soon Woog- W/S Development Eng. Mgr.	8369
Evelyn Roberts, CFA/Encroachment Agrmts.	2025	Vishal Sood- W/S Engineer	8055
Mary Elliott, Platting Mgr.	7844	Melissa Harris- W/S Plat Comments	6430
Alex Parks Platting	2638	<u>Transportation and Public Works</u>	
Jamie DeAngelo, Platting	2309	Mirian Spencer - Sr. Planner	8702
Jane Mathews, Platting	7893	Michael Arthaud- Sr. Engineering Tech TPW	6597
Stuart Campbell, Platting	2412	<u>Storm Water (sds@fortworthtexas.gov)</u>	
Randy Hutcheson, Preservation & Design Mgr.	8008	Stephen Nichols- Storm Water Engineer	8731
Justin Newhart, Urban Design Districts & Overlays	8037	Ron Nason- SW Sr. Engineering Tech	5399
Murray Miller, Preservation/HCLC	8574	Robin Stevens- SW Sr. Engineering Tech	8035
Sevanne Steiner, Downtown Design Review	8012	<u>Floodplain</u>	
Laura Voltmann, Urban Design Districts & Overlays	8015	Clair Davis- Floodplain Sr. Engineer	5981
Julie Westerman, Transportation Impact Fees	2677	Cindy Robinson- Floodplain Grad Engineer	7947
Kendra Davis, Transportation Impact Fees	8074	<u>Park & Recreation</u>	
Cheri Cuellar, Urban Forestry	7931	Lori Gordon, Planning Manager	5743
Lucretia Summers, Urban Forestry	7933	Cornell Gordon, Parks & Recreation Planner	5764
Arty Wheaton-Rodriguez, Zoning Manager	6226	Patrick Benton, Sr Planner	5706
Korrie Becht, Zoning & Land Use Sr Planner	7944	Germaine Joseph, Sr Planner	5710
Laura Evans, Zoning & Land Use	8043	<u>Bureau of Fire Prevention 817-392-6830</u>	
Lynn Goforth, Zoning Plans Review Supervisor	2513	Chip Paiboon- FD Protection Specialist	6848
Lyn Jordan, Zoning & Land Use	2495	Mike McDaniel- FD Projection Specialist	6845
Cody Hughes, Plans Exam Supervisor	2867	Bob Morgan- FD Sr. Engineer	2838
Ken McGowen, Development Inspector Supervisor	7834	Rays Mays- Fire Lieutenant Addressing	6833
Kevin Yarbrough, Development Inspector Supervisor	8793	James McLain- Fire Lieutenant Platting Compliance	6033
Carl Spangler, Development Inspector Supervisor	8118		
Cecilia Leyba, Gas Well Drilling	2884	<u>Environmental Management</u>	
<u>Neighborhood Empowerment Zone</u>		Marty Savage- Sr. Environmental Specialist	6083
Apply For Basic Incentives	7316	Eric Mason- Sr. Environmental Specialist	5456
Sara Odle, NEZ Tax Abatements	2222	<u>Oncor ED</u>	
<u>Solid Waste Services Division</u>		Timothy Dolan, Timothy.Dolan@Oncor.com	817-624-6063
Pimentel, Joao, Senior Planner	5157	Keith Williams, Keith.Williams@Oncor.com	817-215-6678
		<u>Economic Development/Neighborhood Svcs.</u>	
		Brenda Hicks-Sorenson, Asst. Director	2606
		Chad LaRoque- Housing Dev. Mgr. [817-870-0154]	2661

Pre-Development Conference Request

Applicant: KEN DAVIS, PELTON LAND SALES Total sq ft (bldg(s)): N/A
 Contact Number: 817-694-3042 Height/ # of Floors: N/A
 Contact Email: ken.davis@peltonland.com Site Acreage: ± 245 ACRES
 Project Name: ONKEN TRACT Subdivision: N/A
 Project Address: 300 Coder Drive, Aledo, TX 76008 Lot/Block: N/A
 Proposed Use: SINGLE-FAMILY RESIDENTIAL

Project Description (Provide detailed summary and/or questions related to your project):

*Approximately 869 residential lots on a 245 acre tract lying north of Old Weatherford Road and east of the Monnikester development in the #175 of Fort Worth. The property lies wholly within Parker County. The precise boundary of the tract may change pending a possible land swap with Aledo ISD, who owns the property to the south of the tract. This project is **HIGHLY CONFIDENTIAL**.*

Project Questionnaire:	Yes	No	Additional Comment(s)
Are you planning to subdivide or combine lots?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Existing Building: Addition/Renovation/Demolition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Do you need to establish new water/sanitary sewer service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are any existing water/sewer services going to be eliminated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Do you plan on installing a commercial kitchen?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is a fire line/sprinkler needed for the proposed development?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
What size? <input type="checkbox"/> 4" <input type="checkbox"/> 6" <input type="checkbox"/> 8" (choose one)			

Please provide the following items with the application:

- Location map
- Site plan of your proposal with the following information:
 - ♦ Building footprints with dimensions
 - ♦ Dumpsters/compactors
 - ♦ Surrounding streets, site parking and driveways
 - ♦ Fences and screening
 - ♦ Supplemental surfaces (i.e. grass, concrete, etc.)
 - ♦ Signs

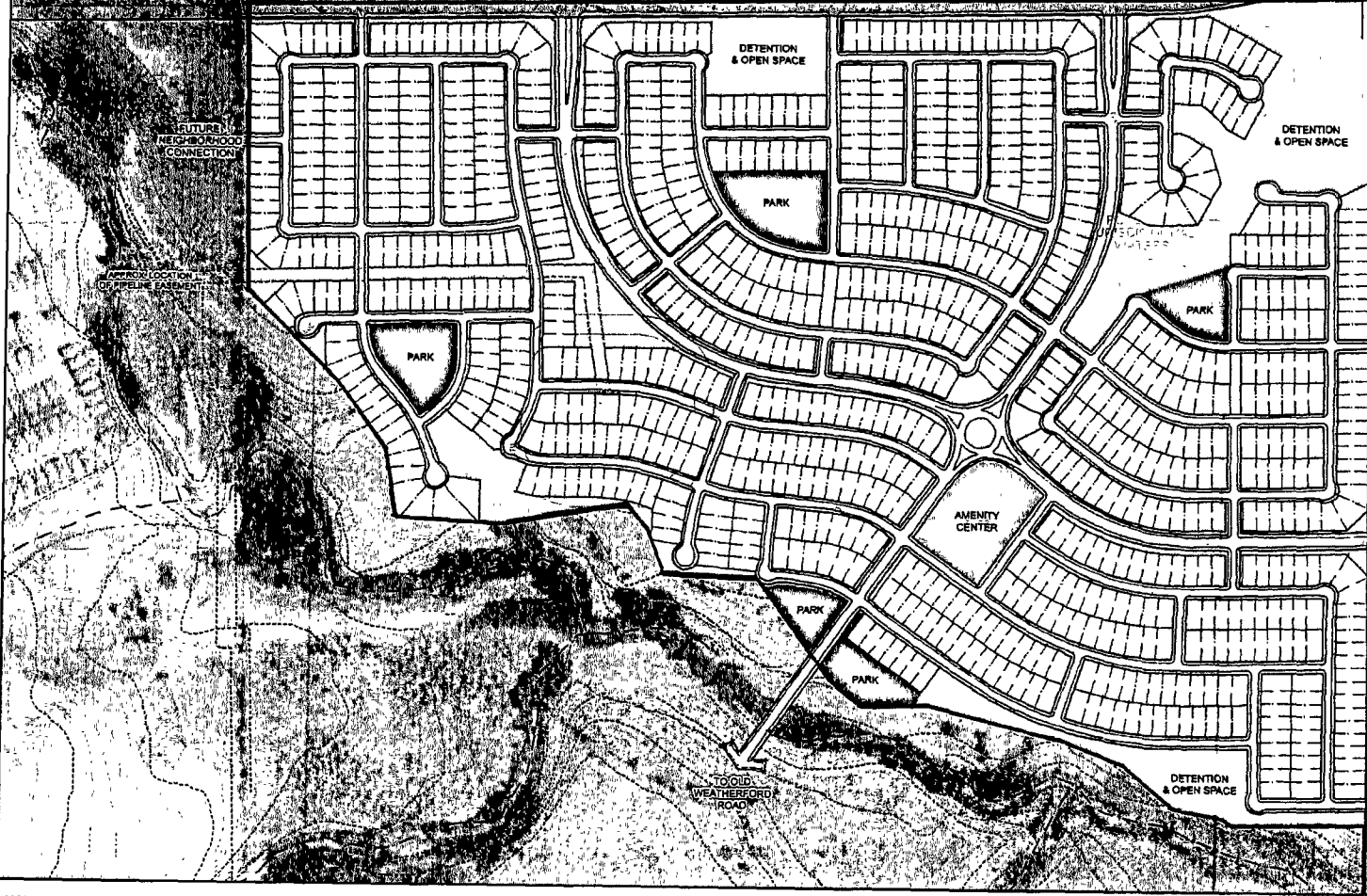
Due to the high number of requests, Pre-Development Conferences will not be scheduled until all items are provided.

Expedited Plan Review Services are available through the City of Fort Worth's X-Team. To learn about Expedited Plan Review Services provided by the City of Fort Worth, please visit <http://fortworth.texas.gov/planninganddevelopment/permits/>.

Planning and Development Department
 200 Texas St., Fort Worth, TX 76102
 Projects@fortworthtexas.gov
 817.392.1732

FUTURE WESTPOINT RD (110' ROW PER COFW:MTP)

WALSH RANCH PD
PRIMARY LAND USE: LOW DENSITY
SINGLE FAMILY RESIDENTIAL



FUTURE NEIGHBORHOOD CONNECTION

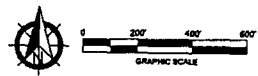
FUTURE NEIGHBORHOOD CONNECTION

FUTURE NEIGHBORHOOD CONNECTION

WALSH RANCH PD
PRIMARY LAND USE: LOW DENSITY
SINGLE FAMILY RESIDENTIAL



ONKEN CONCEPTUAL LOTTING STUDY
FORT WORTH ETJ | ± 245 ACRES | 876 LOTS @ 50' X 120' MIN. | OCTOBER 2019





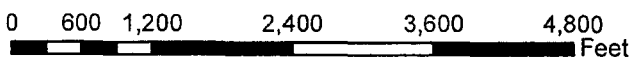
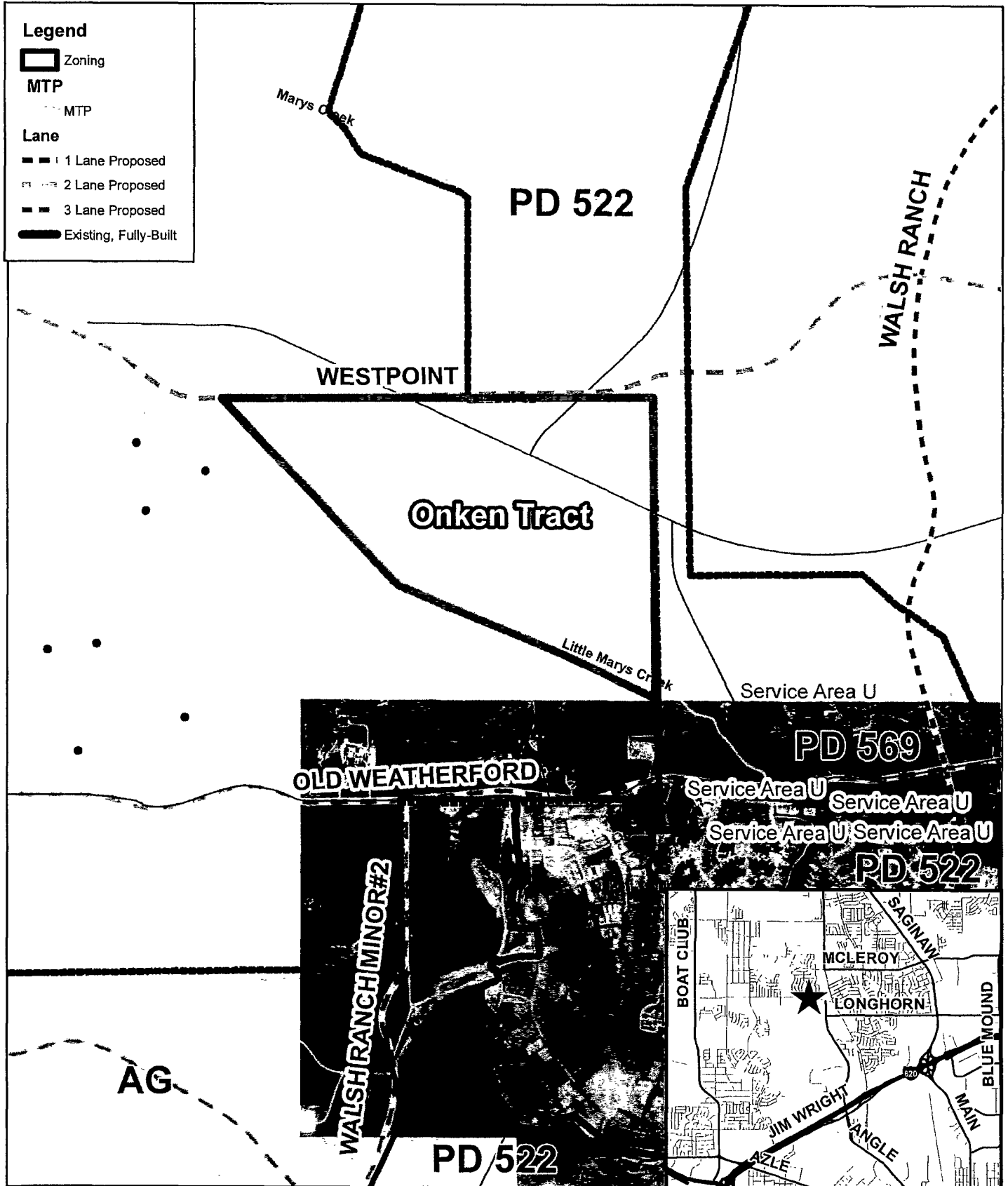
ONKEN CONCEPTUAL LOTTING STUDY

CITY OF FORT WORTH ETJ | ± 245 ACRES | OCTOBER 2018



Pre-Development Conference Study Map

Onken Tract 12-12-2019



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Staff Advisory: Pre-Development Conference

When: Thursday, April 11, 2019 (10:30-11:00AM)
Where: Development Conference Room - Northeast Corner, Lower Level, City Hall
Project: 417 Acre Tract
Location: 12250 Old Weatherford Rd.
Applicant: Craig Malan

Zoning: Select
TIF: Select
NEZ: Select
Historic: N/A
Transportation Impact Fee Service Area: Select
Urban Village: N/A
Design District: N/A
Council District: ETJ

Purpose: Determine Development Issues Prior to Submittal(s)

Contacts:817-392-Ext.

<u>Planning & Development 817-392-2222</u>	<u>Ext.</u>	<u>Water & Sewer 817-392-8240</u>	<u>Ext.</u>
Arty Wheaton-Rodriguez, Project Facilitator	2561	Wendy Chi-Babulal- W/S Strategic Planning Eng. Mgr.	8242
Stephen Murray, Project Facilitator	2883	Mark J Wilson- Professional Engineer	6529
Douglas Bailey, Project Facilitator	2776	Reza Broun- W/S Studies	8073
Michelle Reynolds, Project Facilitator	8423	Wade Goodman-FireFlow Request & W/S Study Numbers	7139
Julia Ryan, Bike Plan	2593	Soon Woog- W/S Development Eng. Mgr.	8369
Eric Fladager, Comprehensive Planning Mgr.	8011	Vishal Sood-W/S Engineer	8055
Jennifer Ezernack, CFA/Encroachment Agrmts.	2737	Yogesh Patel- W/S Engineer	7814
Evelyn Roberts, CFA/Encroachment Agrmts.	2025	Esteban Perez- W/S General Inquiries	8428
Mary Elliott, Platting Mgr.	7844	Melissa Harris- W/S Plat Comments	6430
Alex Parks Platting	2638	Joseph Lopez- W/S General Inquiries	5803
Jamie DeAngelo, Platting	2309	<u>Transportation and Public Works</u>	
Jane Mathews, Platting	7893	Mirian Spencer - Sr. Planner	8702
Stuart Campbell, Platting	2412	Michael Arthaud- Sr. Engineering Tech TPW	6597
Randy Hutcheson, Preservation & Design Mgr.	8008	<u>Storm Water (sds@fortworthtexas.gov)</u>	
Justin Newhart, Urban Design Districts & Overlays	8037	Stephen Nichols-Storm Water Engineer	8731
Murray Miller, Preservation/HCLC	8574	Ron Nason- SW Sr. Engineering Tech	5399
Sevanne Steiner, Downtown Design Review	8012	Robin Stevens-SW Sr. Engineering Tech	8035
Laura Voltmann, Urban Design Districts & Overlays	8015	<u>Floodplain</u>	
Julie Westerman, Transportation Impact Fees	2677	Clair Davis- Floodplain Sr. Engineer	5981
Kendra Davis, Transportation Impact Fees	8074	Cindy Robinson- Floodplain Grad Engineer	7947
Cheri Cuellar, Urban Forestry	7931	<u>Parks & Recreation</u>	
Lucretia Summers, Urban Forestry	7933	David Creek, Parks & Recreation Planning Interim Mgr	5744
Jocelyn Murphy, Zoning Mgr.	6226	Cornell Gordon, Parks & Recreation Planner	5764
Korrie Becht, Zoning & Land Use Sr Planner	7944	Germaine Joseph, Sr Planner	5710
Laura Evans, Zoning & Land Use	8043	<u>Bureau of Fire Prevention 817-392-6830</u>	
Lynn Goforth, Zoning Plans Review Supervisor	2513	Chip Paiboon-FD Protection Specialist	6848
Lyn Jordan, Zoning & Land Use	2495	Greg Nelson- FD Projection Specialist	6845
Cody Hughes, Plans Exam Supervisor	2867	Bob Morgan-FD Sr. Engineer	2838
Chris, Valtierra, Building Code Administrator	7843	Rays Mays- Fire Lieutenant Addressing	6833
Ken McGowen, Development Inspector Supervisor	7834	James McLain- Fire Lieutenant Platting Compliance	6033
Kevin Yarbrough, Development Inspector Supervisor	8793	Environmental Management	
Jimmy Greene, Sign Inspectors Specialist	7848	Marty Savage- Sr. Environmental Specialist	6083
Cecilia Leyba, Gas Well Drilling	2314	Eric Mason- Sr. Environmental Specialist	5456
<u>Neighborhood Empowerment Zone</u>		<u>Oncor ED</u>	
Apply For Basic Incentives	7316	Timothy Dolan, Timonthy.Dolan@Oncor.com	817-624-6063
Sara Odle, NEZ Tax Abatements	2222	Keith Williams, Keith.Williams@Oncor.com	817-215-6678
<u>Solid Waste Services Division</u>		<u>Economic Development/Neighborhood Svcs.</u>	
Pimentel, Joao, Senior Planner	5157	Brenda Hicks-Sorenson, Asst. Director	2606
		Chad LaRoque- Housing Dev. Mgr. [817-870-0154]	2661



Pre-Development Conference Request

Applicant: CRAIG MALAN Total sq ft (bldg(s)): N/A
 Contact Number: 214-952-0233 Height/ # of Floors: N/A
 Contact Email: CRAIG.MALAN@KIMLEY-HORN.COM Site Acreage: ~417 ACRES
 Project Name: 417 ACRE TRACT Subdivision: _____
 Project Address: 12250 OLD WEATHERFORD RD Lot/Block: _____
 Proposed Use: SINGLE FAMILY

Project Description (Provide detailed summary and/or questions related to your project):

- POTENTIAL RESIDENTIAL DEVELOPMENT ON EXISTING UNDEVELOPED TRACT
- STATUS OF SEWER CCN APPLICATION AND CONFIRMATION THAT SUBJECT TRACT IS WITHIN PROPOSE CCN BOUNDARY
- WATER AND SEWER AVAILABILITY FOR THE TRACT
- ANNEXATION, DEVELOPMENT AGREEMENT, AND ZONING APPLICATION PROCESS AND TIMING (POTENTIAL A5 ZONING)

Project Questionnaire:	Yes	No	Additional Comment(s)
Are you planning to subdivide or combine lots?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Existing Building: Addition/Renovation/Demolition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
Do you need to establish new water/sanitary sewer service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are any existing water/sewer services going to be eliminated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Do you plan on installing a commercial kitchen?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is a fire line/sprinkler needed for the proposed development?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
What size? <input type="checkbox"/> 4" <input type="checkbox"/> 6" <input type="checkbox"/> 8" (choose one)			

Please provide the following items with the application:

- Location map
- Site plan of your proposal with the following information:
 - ◆ Building footprints with dimensions
 - ◆ Surrounding streets, site parking and driveways
 - ◆ Supplemental surfaces (i.e. grass, concrete, etc.)
 - ◆ Dumpsters/compactors
 - ◆ Fences and screening
 - ◆ Signs

Due to the high number of requests, Pre-Development Conferences will not be scheduled until all items are provided.

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Planning and Development Department

200 Texas St., Fort Worth, TX 76102

Projects@fortworthtexas.gov

817 392 1732

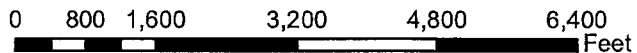
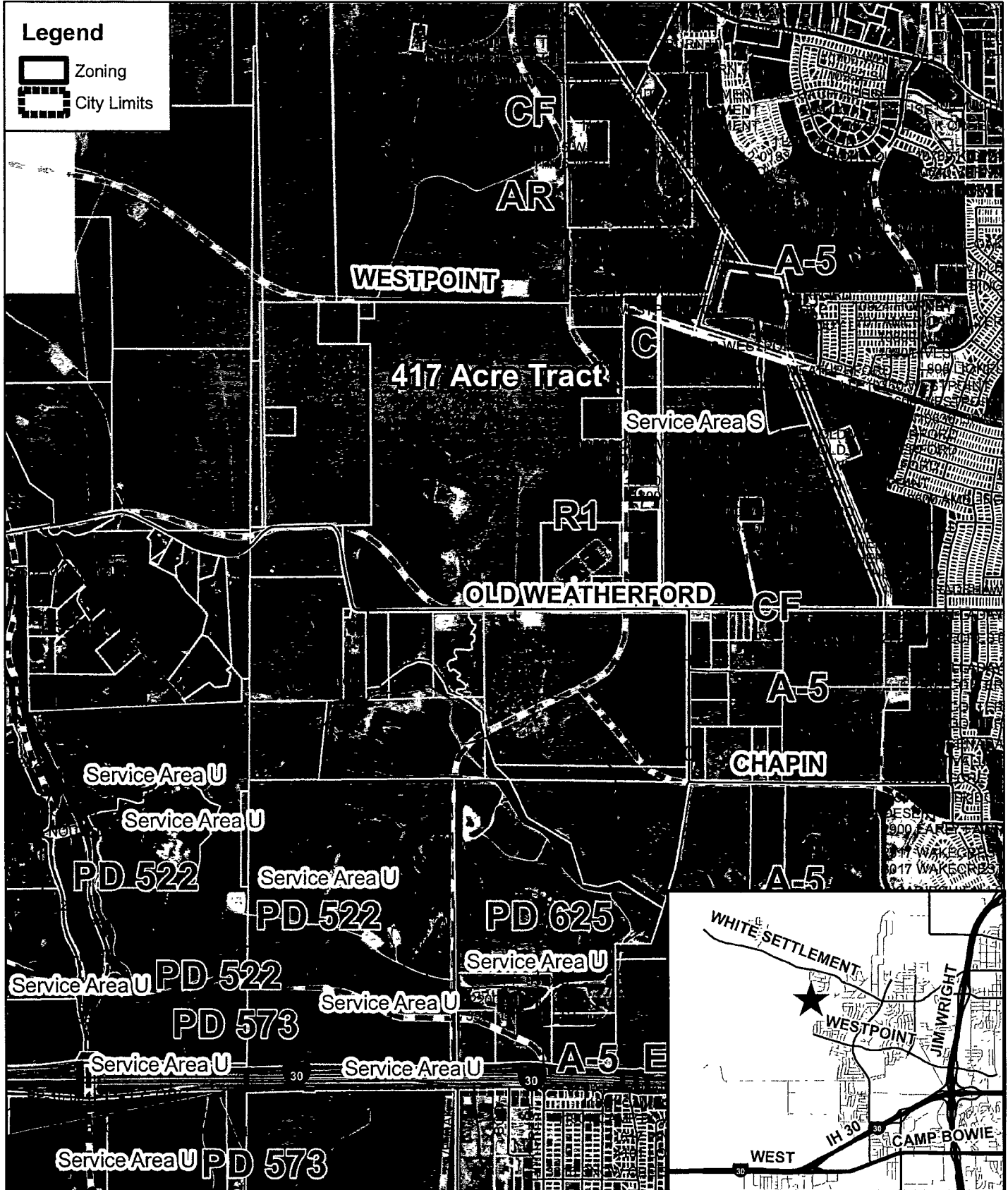


OLD WEATHERFORD ~ 417 ACRES
PROPERTY AND TOPO EXHIBIT
FORT WORTH ETL, TARRANT COUNTY, TEXAS

Kimley»Horn
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Engineering Firm Registration # F-3228

Pre-Development Conference Study Map

417 Acre Tract 4-11-19



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Attachment D
Developer Agreements

Developer and Project Information Cover Sheet:

Developer Company Name: Forestar (USA) Real Estate Group, Inc., a Delaware corporation

Address, State, Zip Code: 14755 Preston Rd., Ste. 130, Dallas, TX 7254

Phone & Email: 972-341-3912, willshannon@forestargroup.com

Authorized Signatory, Title: Thomas H. Burleson, Executive Vice President

Project Name: McKelvey-Cole Tract Sewer Off-Site

Brief Description Sewer

Project Location: FM 156 and Old Blue Mound Road

Plat Case Number: None Plat Name: None

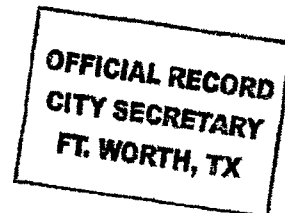
Mapsco: 641M Council District: 7 City Project Number: 101118

CFA Number: 2017-120

To be completed by staff:

Received by: Evelyn Roberts

Date: 03/15/2018



STANDARD COMMUNITY FACILITIES AGREEMENT

THE STATE OF TEXAS § City Secretary
COUNTY OF TARRANT § Contract No. 50406

WHEREAS, Forestar (USA) Real Estate Group, Inc. (“Developer”), desires to make certain specific improvements as described below and on the exhibits attached hereto (“Improvements”) related to a project generally described as McKelvey Cole Tract Sewer Off-Site (“Project”) within the City or the extraterritorial jurisdiction of Fort Worth, Texas (“City”); and

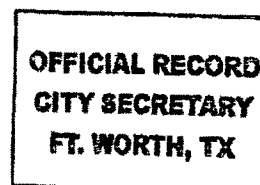
WHEREAS, McKelvey-Cole, LP, a Texas limited partnership, (“McKelvey-Cole”) or its successor or assign, shall be substituted as “Developer”, in place of Forestar (USA) Real Estate Group, Inc. upon satisfaction of the conditions contained in Section S, in which event “Developer” shall mean McKelvey-Cole, LP, or its successor or assign, in accordance with Section S; and

WHEREAS, the City has no obligation to participate in the cost of the Improvements or Project; and

WHEREAS, any future City participation in this CFA is subject to the availability of City funds and approval by the Fort Worth City Council and shall be memorialized as an amendment to this Agreement; and

WHEREAS, the Developer and the City desire to enter into this Community Facilities Agreement (“CFA” or “Agreement”) in connection with the collective Improvements for the Project.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the City and the Developer do hereby agree as follows:



General Requirements

- A. The Policy for the Installation of Community Facilities ("Policy") dated March 2001, approved by the City Council of the City of Fort Worth, as amended, is hereby incorporated into this Agreement as if copied herein verbatim. Developer agrees to comply with all provisions of said Policy in the performance of its duties and obligations hereunder and to cause all contractors hired by Developer to comply with the Policy in connection with the work performed by said contractors.
- B. Developer shall provide financial security in conformance with paragraph 6, Section II, of the Policy and recognizes that there shall be no reduction in the collateral until the Project has been completed and the City has officially accepted the Improvements. Developer further acknowledges that said acceptance process requires the Developer's contractor(s) to submit a signed affidavit of bills paid and consent of Surety signed by its surety to ensure the contractor has paid any sub-contractor(s) and suppliers in full. Additionally, the contractor will provide in writing that the contractor has been paid in full by Developer for all the services provided under this contract.
- C. Developer agrees to cause the construction of the Improvements contemplated by this Agreement and that said construction shall be completed in a good and workmanlike manner and in accordance with all City standards and the City-approved construction plans, specifications and cost estimates provided for the Project and the exhibits attached hereto.
- D. The following checked exhibits describe the Improvements and are incorporated herein: Water (A) , Sewer (A-1) , Paving (B) , Storm Drain (B-1) , Street Lights & Signs (C) .
- E. The Developer shall award all contracts for the construction of the Improvements in accordance with Section II, paragraph 7 of the Policy and the contracts shall be administered in conformance with paragraph 8, Section II, of the Policy. Developer shall ensure its contractor(s) pays the then-current City-established wage rates.

F. For all Improvements included in this Agreement for which the Developer awards construction contract(s), Developer agrees to the following:

- i. To employ a construction contractor who is approved by the director of the department having jurisdiction over the infrastructure to be constructed, said contractor to meet City's requirements for being prequalified, insured, licensed and bonded to do work in public ways and/or prequalified to perform water/wastewater construction as the case may be.
- ii. To require its contractor to furnish to the City a payment and performance bond in the names of the City and the Developer for one hundred percent (100%) of the contract price of the infrastructure, and a maintenance bond in the name of the City for one hundred percent (100%) of the contract price of the infrastructure for a period of two (2) years from the date of final acceptance insuring the maintenance and repair of the constructed infrastructure during the term of the maintenance bond. All bonds to be furnished before work is commenced and to meet the requirements of Chapter 2253, Texas Government Code.
- iii. To require the contractor(s) it hires to perform the construction work contemplated herein to provide insurance equal to or in excess of the amounts required by the City's standard specifications and contract documents for developer-awarded infrastructure construction contracts. The City shall be named as additional insured on all insurance required by said documents and same will be evidenced on the Certificate of Insurance (ACORD or other state-approved form) supplied by the contractor's insurance provider and bound in the construction contract book.
- iv. To require its contractor to give 48 hours advance notice of intent to commence construction to the City's Construction Services Division so that City inspection personnel will be available; to require the contractor to allow the construction to be subject to inspection at any and all times by City inspection forces, to not install or relocate any sanitary sewer, storm drain, or water pipe unless a responsible City

inspector is present and gives his consent to proceed, and to make such laboratory tests of materials being used as may be required by the City.

- v. To require its contractor to have fully executed contract documents submitted to the City in order to schedule a Pre-Construction Meeting. The submittal should occur no less than 10 working days prior to the desired date of the meeting. No construction will commence without a City-issued Notice to Proceed to the Developer's contractor.
 - vi. To delay connections of buildings to service lines of sewer and water mains constructed under this Agreement, if any, until said sewer and water mains and service lines have been completed to the satisfaction of the Water Department.
- G. Developer shall provide at its expense, unless otherwise agreed to by City, all engineering drawings and documents necessary to construct the improvements under this Agreement.
- H. Developer shall cause the installation or adjustment of the required utilities to serve the development or to construct the Improvements required herein.
- I. City shall not be responsible for payment of any costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the community facilities to be installed hereunder.
- J. Developer hereby releases and agrees to indemnify, defend and hold the City harmless for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this Agreement.**
- K. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer and required for the construction of the current and future improvements provided for by this Agreement.
- L. The Developer further covenants and agrees to, and by these presents does hereby, fully indemnify, hold harmless and defend the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for**

or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by said Developer, its contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said Developer, its contractors, sub-contractors, officers, agents or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Fort Worth, its officers, servants, or employees.

- M. Developer will further require its contractors to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property, including death, resulting from, or in any way connected with, the construction of the infrastructure contemplated herein, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Fort Worth, its officers, servants, or employees. Further, Developer will require its contractors to indemnify, and hold harmless the City for any losses, damages, costs or expenses suffered by the City or caused as a result of said contractor's failure to complete the work and construct the improvements in a good and workmanlike manner, free from defects, in conformance with the Policy, and in accordance with all plans and specifications.
- N. Upon completion of all work associated with the construction of the Improvements, Developer will assign to the City a non-exclusive right to enforce the contracts entered into by the Developer with its contractor along with an assignment of all warranties given by the contractor, whether express or implied. Further, Developer agrees that all contracts with any contractor shall include provisions granting to the City the right to enforce such contracts as an express intended third party beneficiary of such contracts.
- O. Inspection and material testing fees are required as follows:

- i. Developer shall pay in cash water and wastewater inspection fees and material testing fees equal to two percent (2%) for a total of 4% of the developer's share of the total construction cost as stated in the construction contract.
- ii. Developer shall pay in cash paving and storm drain inspection fees equal to four percent (4%) and material testing fees equal to two percent (2%) for a total of 6% of the developer's share of the total construction cost as stated in the construction contract.
- iii. Developer shall pay in cash the total cost of streetlights or if the city is not installing the streetlights, inspection fees equal to four percent (4%) of the developer's share of the streetlight construction cost as stated in the construction contract.
- iv. Developer shall pay in cash the total cost of street signs.

P. COMPLETION WITHIN 2 YEARS

- i. Developer shall complete the Improvements within two (2) years, provided, however, if construction of the Improvements has started within the two year period, the developer may request that the CFA be extended for one additional year. **Nothing contained herein is intended to limit the Developer's obligations under the Policy, this Agreement, its financial guarantee, its agreement with its contractor or other related agreements.**
- ii. The City may utilize the Developer's financial guarantee submitted for this Agreement to cause the completion of the construction of the Improvements if at the end of two (2) years from the date of this Agreement (and any extension period) the Improvements have not been completed and accepted.
- iii. The City may utilize the Developer's financial guarantee to cause the completion of the construction of the Improvements or to cause the payment of costs for construction of same before the expiration of two (2) years if the Developer breaches this Agreement, becomes insolvent or fails to pay costs of construction and the financial guarantee is not a Completion Agreement; provided, however, if

Forestar (USA) Real Estate Group, Inc. breaches this Agreement, the City shall not utilize the Developer's financial guarantee to cause the completion of the construction of the Improvements or to cause the payment of costs for construction of same without giving McKelvey-Cole notice of the breach and reasonable opportunity to cure in accordance with Section S. If the financial guarantee is a Completion Agreement and the Developer's contractors and/or suppliers are not paid for the costs of supplies and/or construction, the contractors and/or suppliers may put a lien upon the property which is the subject of the Completion Agreement.

Q. Developer acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the 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 contract, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.***

R. IMMIGRATION NATIONALITY ACT.

Developer 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, Developer shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Developer 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 Developer employee who is not legally eligible to perform such services. DEVELOPER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DEVELOPER, DEVELOPER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to Developer, shall have the right to immediately terminate this Agreement for violations of this provision by Developer.

S. TAKEOVER RIGHTS.

- (1) Intent. This Section S sets out the conditions under which McKelvey-Cole, LP (“McKelvey-Cole”), or its successor or assign, will be added as “Developer”, together with Forestar (USA) Real Estate Group, Inc. (“Forestar”), as referred to in the second recital on page 1.
- (2) Purpose. City, Forestar and McKelvey-Cole acknowledge and agree that McKelvey-Cole, is a direct beneficiary of the work required to complete the Improvements as provided by certain separate agreements by and between Forestar and McKelvey-Cole. City, Forestar and McKelvey-Cole further acknowledge and agree that McKelvey-Cole has entered into a separate written agreement with Exel, Inc., a Massachusetts corporation, in which McKelvey-Cole has agreed that the Improvements being constructed under this CFA will be constructed in order for Exel, Inc. and McKelvey-Cole to connect to the Improvements. Forestar and McKelvey-Cole have informed the City that, pursuant to such separate agreements, McKelvey-Cole has certain rights to construct and complete the Improvements (whether or not Forestar has breached the CFA), as well as the right to cure any breach by Forestar under the CFA.
- (3) Takeover Rights Defined. City, Forestar, and McKelvey-Cole acknowledge and agree that McKelvey-Cole shall have the right, but not the obligation (i) to undertake Forestar’s obligations to construct the Improvements; and (ii) if applicable, to cure any breach of Forestar under the CFA (the “Takeover Rights”). Breach of the CFA by Forestar is not a prerequisite to McKelvey-Cole’s right to undertake Forestar’s obligations to construct the Improvements.
- (4) Assignment of McKelvey-Cole’s Takeover Rights. City, Forestar, and McKelvey-Cole agree that all of McKelvey-Cole’s Takeover Rights may be assigned by McKelvey-Cole to a singular entity. City shall execute a consent to assignment upon receipt of written notice from McKelvey-Cole that the Takeover Rights are being assigned. The consent by the City shall not be unreasonably withheld. Consent by Forestar is not required for McKelvey-Cole to assign the Takeover Rights. If the Takeover Rights are assigned by McKelvey-Cole to another entity, no further assignment of the Takeover Rights shall be made without the written consent of the City.
- (5) Notice of Default. City shall give McKelvey-Cole written notice of any default under the CFA by Forestar at the following address:

McKelvey-Cole, LP
c/o Greenway Investment Company

2808 Fairmount Street, Suite 200
Dallas, TX. 75201

- (6) Notice of Election to Enforce Takeover Rights. In the event McKelvey-Cole elects to undertake Forestar's obligations and to cure Forestar's breach under the CFA (if a breach has occurred), McKelvey-Cole shall deliver written notice to the following address that McKelvey-Cole has exercised such right (the "Notice of Election"):

CFA Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

With copies to the following:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

McKelvey-Cole shall have no obligations pursuant to this Agreement unless McKelvey-Cole delivers the Notice of Election to the City.

- (7) Documentation Accompanying the Notice of Election. McKelvey-Cole shall attach to the Notice of Election delivered to the City the following documentation ("Takeover Documentation"):
- i. Copies of McKelvey-Cole's construction contracts for the Project, evidence that McKelvey-Cole's contractors are pre-qualified with the City to perform the work, and payment and performance bonds and insurance certificates from McKelvey-Cole's contractors;
 - ii. Records showing (A) the amount of the Improvements completed by Forestar's contractors, (B) the amount of Improvements remaining to be completed by McKelvey-Cole, (C) evidence of payments to Forestar's contractors for work completed under the CFA and lien releases from Forestar's contractors for such

payments, (D) itemization of all known outstanding claims for payment by Forestar's contractors for work completed under the CFA, and (E) warranties and maintenance bonds for the Improvements constructed by Forestar's contractors, if available.

iii. Temporary construction easements necessary for McKelvey-Cole to complete the Project.

- (8) Acknowledgement of Takeover and Notice to Proceed. Within ten (10) business days of McKelvey-Cole delivering to the City the Notice of Election and the Takeover Documentation, the City shall inspect the Improvements and the Takeover Documentation and shall execute an acknowledgement that McKelvey-Cole has elected to take over the CFA (the "Takeover Acknowledgement") and issue a notice to proceed with construction of the remaining Improvements (the "Notice to Proceed"). If the City finds that the Notice of Election or the Takeover Documentation is insufficient, the City shall notify McKelvey-Cole immediately and shall execute the Takeover Acknowledgement and notice to proceed upon delivery to the City of sufficient documentation. The City shall not unreasonably withhold the Takeover Acknowledgement or the Notice to Proceed.
- (9) Upon execution of the Takeover Acknowledgement by the City, McKelvey-Cole shall (i) be the "Developer" and assume the rights, duties and responsibilities of Developer contained in the CFA (provided that Forestar shall remain solely liable to City for all of its acts, omissions and defaults arising under the CFA prior to the Notice of Election being given); (ii) have a reasonable time to cure any default by Forestar, but in no event less than 30 days; and (iii) be given credit for the payment of any fees Developer has paid in connection with the CFA. From and after execution of the Takeover Acknowledgement, the City may look to McKelvey-Cole for performance of Developer's obligations pursuant to the CFA, provided that Forestar shall remain solely liable to City for all of its acts, omissions and defaults existing under the CFA prior to the Takeover Acknowledgement being executed. Nothing herein shall be deemed to release Forestar from any obligations to McKelvey-Cole, LP or its successors or assigns under any separate agreement.
- (10) Forestar's Bond to Remain in Effect. From and after the execution of the Takeover Acknowledgement by the City, the developer's bond provided to the City by Forestar (Forestar's financial guarantee) shall continue to remain in effect until completion of the Improvements by McKelvey-Cole, acceptance of the Improvements by the City, and documentation delivered to the City that all contractors and subcontractors, whether retained by Forestar or McKelvey-Cole, have been paid for the Improvements and have

executed a lien release for the Project in favor of the City, and any other documentation required by the City for final acceptance of the Improvements.

- (11) Material Testing and Inspection Fees. Forestar and McKelvey Cole understand that the City will reconcile material testing and inspection fees upon completion of the Project prior to formal acceptance of the Improvements. If McKelvey-Cole enforces the Takeover Rights, McKelvey-Cole will be responsible for paying to the City any shortages for the material testing and inspection fees and McKelvey-Cole will receive from the City any overpayments of material testing and inspection fees that were paid by Forestar for the Project.
- (12) Should McKelvey-Cole elect not to enforce its takeover rights to assume Forestar's obligations or to cure any breach by Forestar of the CFA, then the City shall have the right to use Forestar's financial guarantee in accordance with this CFA.
- (13) Final Plat, Building Permits and Certificates of Occupancy. Forestar and McKelvey-Cole understand and agree that in consideration of the City agreeing to the rights and obligations contained in this Section of the CFA, no final plat shall be filed by the City, no building permits shall be issued by the City and no Certificates of Occupancy or Temporary Certificates of Occupancy shall be issued by the City that are related to the CFA until the Improvements to be constructed under the CFA are completed and accepted by the City.

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Cost Summary Sheet

Project Name: McKelvey Cole Tract Sewer Off-Site

CFA No.: 2017-120

DOE No.: 101118

An Engineer's Estimate of Probable Cost is acceptable. However, the construction contract price will ultimately determine the amount of CFA fees and financial guarantee. The bid price and any additional CFA payments will be required prior to scheduling a pre-construction meeting.

An itemized estimate corresponding to each project-specific exhibit is required to support the following information.

CCN Area 1
 Contract No. 50406
 McKelvey-Cole Tract

Items	Developer's Cost
A. Water and Sewer Construction	
1. Water Construction	\$ -
2. Sewer Construction	\$ 3,009,767.20
Water and Sewer Construction Total	\$ 3,009,767.20
B. TPW Construction	
1. Street	\$ -
2. Storm Drain	\$ -
3. Street Lights Installed by Developer	\$ -
4. Signals	\$ -
TPW Construction Cost Total	\$ -
Total Construction Cost (excluding the fees):	\$ 3,009,767.20
Construction Fees:	
C. Water/Sewer Inspection Fee (2%)	\$ 60,195.34
D. Water/Sewer Material Testing Fee (2%)	\$ 60,195.34
Sub-Total for Water Construction Fees	\$ 120,390.69
E. TPW Inspection Fee (4%)	\$ -
F. TPW Material Testing (2%)	\$ -
G. Street Light Inspection Cost	\$ -
H. Signals Inspection Cost	\$ -
H. Street Signs Installation Cost	\$ -
Sub-Total for TPW Construction Fees	\$ -
Total Construction Fees:	\$ 120,390.69

<i>Financial Guarantee Options, choose one</i>	<i>Amount</i>	<i>Choice (Mark one)</i>
Bond = 100%	\$ 3,009,767.20	x
Completion Agreement = 100% / Holds Plat	\$ 3,009,767.20	
Cash Escrow Water/Sanitary Sewer= 125%	\$ 3,762,209.00	
Cash Escrow Paving/Storm Drain = 125%	\$ -	
Letter of Credit = 125% w/2yr expiration period	\$ 3,762,209.00	

ACCORDINGLY, the City of Fort Worth and Developer have each caused this instrument to be executed in **quadruplicate** in each entity's respective name by its duly authorized signatories effective as of the date executed by the City's City Manager or his/her designee.

ACCORDINGLY, the City of Fort Worth and Developer have each caused this instrument to be executed in **quadruplicate** in each entity's respective name by its duly authorized signatories effective as of the date executed by the City's City Manager or his/her designee.

CITY OF FORT WORTH

Approved as to Form & Legality:

Jesus J. Chapa
Jesus J. Chapa (Mar 15, 2018)
Jesus J. Chapa
Assistant City Manager

Richard A. McCracken
Richard A. McCracken (Mar 16, 2018)
Richard A. McCracken
Assistant City Attorney

Date: Mar 16, 2018

M&C No. N/A
Date: _____
Form 1295: N/A

Recommended by:

ATTEST:

for Soon Wong
for Soon Wong (Mar 16, 2018)
Wendy Chi-Babulal, EMBA, P.E.
Development Engineering Manager
Water Department

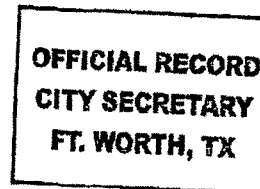
Mary J. Kayser
Mary J. Kayser (Mar 29, 2018)
Mary J. Kayser, City Secretary

Contract Compliance Manager

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

NOT REQUIRED
Douglas W. Wiersig, P.E.
Director
Transportation & Public Works Department

Janie Scarlett Morales
Janie Scarlett Morales (Mar 15, 2018)
Name: Janie Morales
Title: Development Manager



DEVELOPER

Forestar (USA) Real Estate Group, Inc.,
a Delaware corporation

By: Thomas H. Burlison
Thomas H. Burlison (Mar 16, 2018)
Name: Thomas H. Burlison
Title: Senior Vice President

Date: Mar 16, 2018

ATTEST: (Only if required by Developer)

Signature

(Executed for the Purposes Described in
Section S, only)

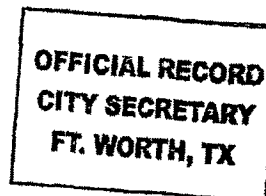
McKelvey-Cole, LP,
By: **Greenway-McKelvey GP, LLC,**
Its General Partner

By: Todd Petty
Todd Petty (Mar 16, 2018)
Name: Todd Petty
Title: Vice President

Date: Mar 16, 2018

ATTEST: (Only if required by Developer)

Signature



Check items associated with the project being undertaken; checked items must be included as Attachments to this Agreement

<u>Included</u>	<u>Attachment</u>
<input checked="" type="checkbox"/>	Location Map
<input type="checkbox"/>	Exhibit A: Water Improvements
<input type="checkbox"/>	Water Cost Estimate
<input checked="" type="checkbox"/>	Exhibit A-1: Sewer Improvements
<input checked="" type="checkbox"/>	Sewer Cost Estimate
<input type="checkbox"/>	Exhibit B: Paving Improvements
<input type="checkbox"/>	Paving Cost Estimate
<input type="checkbox"/>	Exhibit B-1: Storm Drain Improvements
<input type="checkbox"/>	Storm Drain Cost Estimate
<input type="checkbox"/>	Exhibit C: Street Lights and Signs Improvements
<input type="checkbox"/>	Street Lights and Signs Cost Estimate

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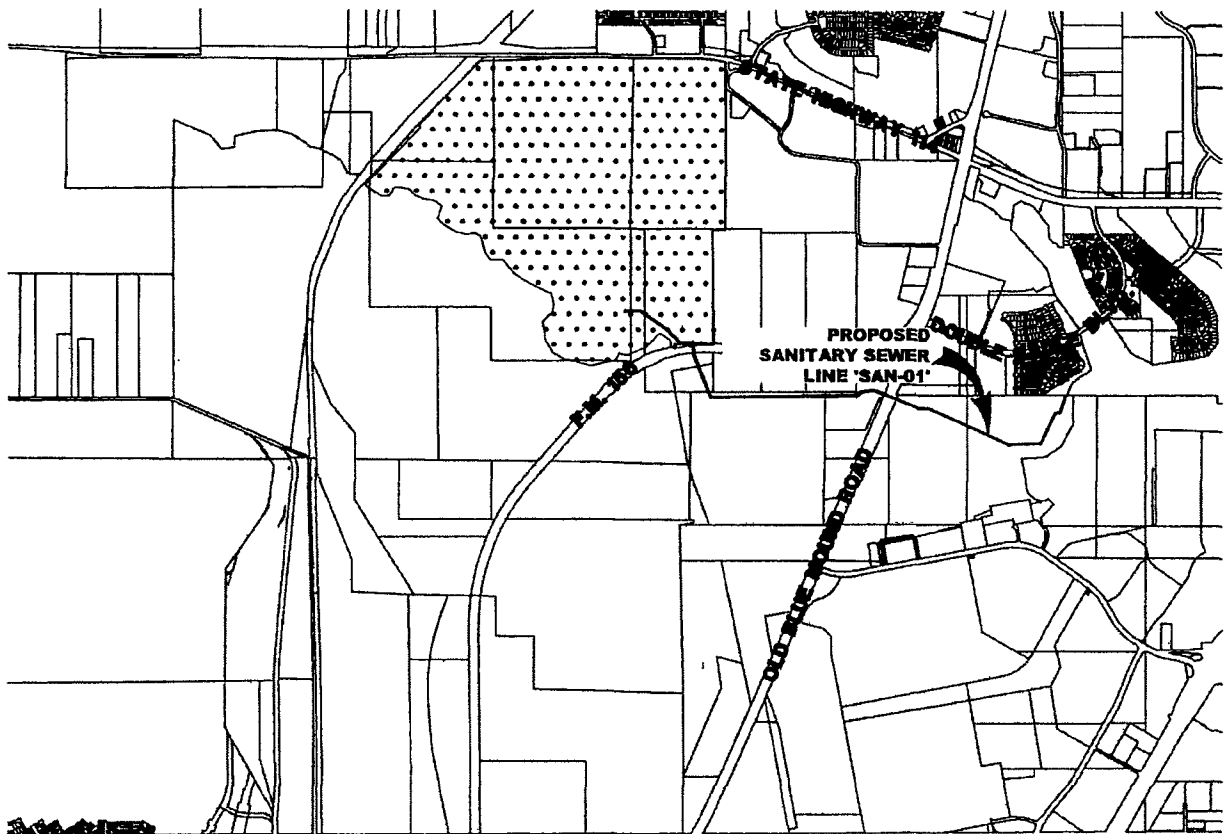
CCN Area 1
Contract No. 50406
McKelvey-Cole Tract

MCKELVEY COLE SEWER IMPROVEMENTS
November 9, 2017
QUANTITY MATRIX

Budget Item No.	Project Item Information			Bidder's Proposal		
	Description	Specification Section No.	Unit of Measure	Unit Price	Est. Quantity	Est. Value
5.01	UNITS 1. SAFTYWAY SEWER IMPROVEMENTS					
5.01	0411000 REMODE FENCE	04 13 13	LF	\$10	400	\$4,000.00
5.02	0412001 SWAMP 1' A/CN	11 12 09	LF	\$3,000.00	1	\$3,000.00
5.03	0412011 BARRIED WIRE FENCE W/ METAL POSTS	04 13 24	LF	\$10	400	\$4,000.00
5.04	0412 0203 UTILITY SERVICE SURFACE RESTORATION FINISH	04 12 33	SF	\$9,444	8444	\$79,444.00
5.05	0416 002 PORT-CITY INSPECTION	04 16 01	LF	\$1,131	1	\$1,131.00
5.06	0416 001 MANHOLE VACUUM TESTING	04 16 30	EA	\$3,040.00	3	\$9,120.00
5.07	0405 010 EXPLOSION PROTECTION OF E/C UTILITY	04 05 01	EA	\$2,687.00	16	\$43,192.00
5.08	0405 009 TRINCH SAFETY	04 05 08	LF	\$2,687.00	16	\$43,192.00
5.09	0406 010 UTILITY MARKER	04 06 25	LS	\$3,231.00	1	\$3,231.00
5.10	0406 012 CONCRETE COLLAR	04 06 17	EA	\$25	25	\$625.00
5.11	0405 015 TRENCH WATER STOPS	04 05 15	LF	\$1,000.00	10	\$10,000.00
5.12	0406 002 IMPROVED LIGHTING/MANHOLE C/S	04 06 50	CF	\$75.00	11	\$825.00
5.13	0404 100 48" CASING BY OTHER THAN OPEN CUT	04 04 23	LF	\$1,050.00	291	\$304,650.00
5.14	0405 100 36" CASING BY OTHER THAN OPEN CUT	04 05 22	LF	\$1,180.00	291	\$343,380.00
5.15	0405 003 30" TOWER CASING PIPE	04 05 24	LF	\$292.00	321	\$93,732.00
5.16	0405 001 24" SEWER CASING PIPE	04 05 21	LF	\$244.00	291	\$70,964.00
5.17	0411 100 12" SEWER PIPE	04 11 30 31 04 11 31 30 31 04 11 32 30 31 04 11 33 30 31	LF	\$67.00	60	\$4,020.00
5.18	0411 101 24" SEWER PIPE	04 11 30 33 04 11 31 32 33 04 11 32 31 33 04 11 33 31 33	LF	\$5.73	5,873	\$33,661.21
5.19	0411 101 30" TOWER PIPE	04 11 30 33 04 11 31 32 33 04 11 32 31 33 04 11 33 31 33	LF	\$115.00	4,022	\$462,900.00
5.20	0411 101 36" SEWER PIPE	04 11 30 33 04 11 31 32 33 04 11 32 31 33 04 11 33 31 33	LF	\$165.00	4,964	\$819,210.00
5.21	0405 001 WARMER MANHOLE LINER	04 05 02	VF	\$240.00	517	\$124,680.00
5.22	0405 101 2' MANHOLE	04 05 05 30 31 04 05 06 30 31 04 05 07 30 31 04 05 08 30 31	EA	\$28	28	\$784.00
5.23	0405 102 2' EXTRA DEPTH MANHOLE	04 05 05 30 31 04 05 06 30 31 04 05 07 30 31 04 05 08 30 31	VF	\$180.00	487	\$87,660.00
5.24	0416 001 GAMES STORE IMPROV. DRY	04 16 02	SF	\$160.00	609	\$97,440.00
5.25	0405 001 MANHOLE VENT	04 05 01	EA	\$6,000.00	6	\$36,000.00
TOTAL UNIT B. SANITARY SEWER IMPROVEMENTS						
						\$1,006,797.20

	6	7	8	9	10	11	12	13	14	15	16	17
810	400					210	90			310		
810	400	0	0	0	0	210	90	0	0	310	0	0
815.11	7955	8489	8578	8444	5858	8533	8444	8444	8444	6767	8036	6008
11.132	896.08	955	965	950	950	960	950	940	950	960	970	675.95
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16					6	1				6	3	
10.520	896.08	955	965	950	950	960	950	950	950	705	904	675.95
4					2					2		
25	3	2	1	2	2	3	1	1	2	3	3	2
10	1		1			3				2	2	1
11										11,180.66		
3.21										255	66	
291					291					255	66	
321										255	66	
291					291					255	66	
60			20			10				10	20	
1,023											337.52	675.95
4,482						390.05	860	950	950	695	546.48	
4,964	896.08	955	945	950	658	559.95						
537	57.53	27.86	21.61	48.71	51.24	65.8	23.32	35.53	29.89	70.31	80.32	45.15
25	3	2	1	2	2	3	1	1	2	3	3	2
809	28					138,889				33,333.93	609	
6	1	1	1		1	1	1	1	1	1	1	

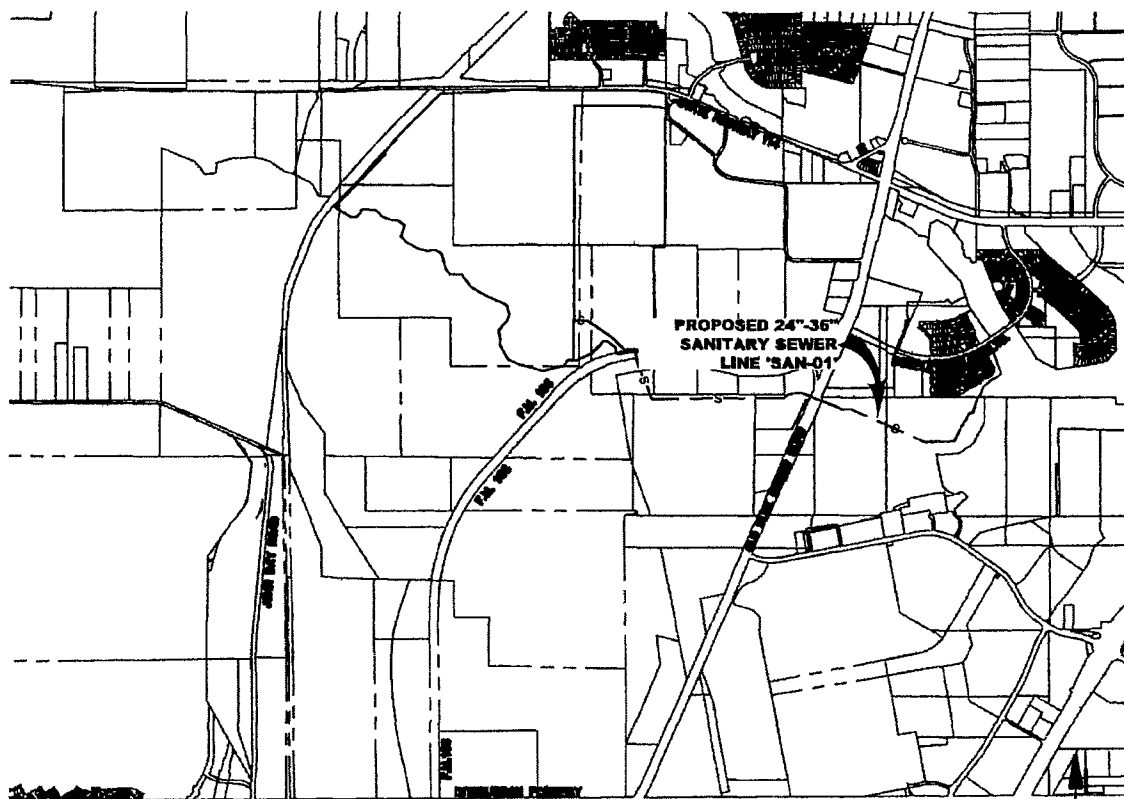
McKELVEY-COLE INFRASTRUCTURE



VICINITY MAP

EXHIBIT A-1 McKELVEY-COLE INFRASTRUCTURE

CITY PROJECT NO. 101118
CFA NO. 2017-120



LEGEND

Existing Sewer —●—

Proposed Sewer —●—

SANITARY SEWER IMPROVEMENTS

01/15/2018

03/04/2019

10:16 AM

**COMMUNITY FACILITIES AGREEMENT
WITH CITY PARTICIPATION**

Developer Company Name: Forestar (USA) Real Estate Group, Inc.

Address, State, Zip Code: 6751 North Freeway, Fort Worth, TX, 76131

Phone & Email: 817-230-0800, bmclark@drhorton.com

Authorized Signatory, Title: Dan Bartok, CEO

Project Name: Brookfield Off-Site Sewer

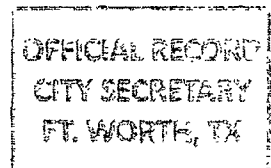
Brief Description: Sewer

Project Location: Fort Worth Along SH114 between Old John Day Rd. and I -35

Plat Case Number: None Plat Name: None

Mapsc: ~~Mapsc~~ Council District: ETJ City Project Number: 101478

CFA Number: 2018-038



**COMMUNITY FACILITIES AGREEMENT
WITH CITY PARTICIPATION**

THE STATE OF TEXAS § City Secretary
COUNTY OF TARRANT § Contract No. 51988

WHEREAS, Forestar (USA) Real Estate Group, Inc. ("Developer"), desires to make certain specific improvements as described below and on the exhibits attached hereto ("Improvements") related to a project generally described as Brookfield Off Site SS ("Project") within the City of Fort Worth, Texas ("City"); and

WHEREAS, the City has reviewed the proposed Improvements and desires to have the Developer oversize the proposed Improvements to provide capacity for future development in the area ("Oversized Improvements"); and

WHEREAS, the Developer and the City desire to enter into this Community Facilities Agreement ("CFA" or "Agreement") in connection with the collective Improvements for the Project; and

WHEREAS, the City has reviewed the Project and desires to participate in the Project in accordance with this Agreement as presented by the Cost Summary Table and Exhibits attached hereto and authorized by City Council via M&C 28922 on November 6, 2018; and

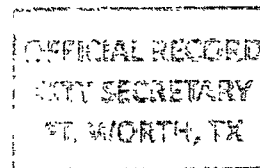
WHEREAS, The City's cost participation shall be in an amount not to exceed \$655,037.44 ("Participation"); and

WHEREAS, the City has requested the Developer to cause, and the Developer agrees to cause, the design, permitting and construction of the Project for which the City will, subject to City Council approval, reimburse the Developer for the City's portion of those costs after City's final acceptance of the Project.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the City and the Developer do hereby agree as follows:

General Requirements

- A. The Policy for the Installation of Community Facilities ("Policy") dated March 2001, approved by the City Council of the City of Fort Worth, as amended, is hereby incorporated into this Agreement as if copied herein verbatim. Developer agrees to comply with all provisions of said Policy in the performance of its duties and obligations hereunder



and to cause all contractors hired by Developer to comply with the Policy in connection with the work performed by said contractors.

- B. Developer shall provide financial security in conformance with paragraph 6, Section II, of the Policy and recognizes that there shall be no reduction in the collateral until the Project has been completed and the City has officially accepted the Improvements. Developer further acknowledges that said acceptance process requires the Developer's contractor(s) to submit a signed affidavit of bills paid signed by its contractor and consent of surety signed by its surety to ensure the contractor has paid any sub-contractor(s) and suppliers in full. Additionally, the contractor will provide in writing that the contractor has been paid in full by Developer for all the services provided under their contract.
- C. Developer agrees to cause the construction of the Improvements contemplated by this Agreement and that said construction shall be completed in a good and workmanlike manner and in accordance with all City standards and the City-approved construction plans, specifications and cost estimates provided for the Project and the exhibits attached hereto.
- D. The following checked exhibits describe the Improvements and are incorporated herein: Water (A) , Sewer (A-1) , Paving (B) , Storm Drain (B-1) , Street Lights & Signs (C) .
- E. The Developer shall award all contracts for the construction of community facilities in accordance with Section II, paragraph 7 of the Policy and the contracts for the construction of the public infrastructure shall be administered in conformance with paragraph 8, Section II, of the Policy. Developer shall ensure its contractor(s) pays the then-current City-established wage rates.
- F. For all Improvements included in this Agreement for which the Developer awards construction contract(s), Developer agrees to the following:
- i. To employ a construction contractor who is approved by the director of the department having jurisdiction over the infrastructure to be constructed, said contractor to meet City's requirements for being prequalified, insured, licensed and bonded to do work in public ways and/or prequalified to perform water/wastewater construction as the case may be.
 - ii. To require its contractor to furnish to the City a payment and performance bond in the names of the City and the Developer for one hundred percent (100%) of

the contract price of the infrastructure, and a maintenance bond in the name of the City for one hundred percent (100%) of the contract price of the infrastructure for a period of two (2) years from the date of final acceptance insuring the maintenance and repair of the constructed infrastructure during the term of the maintenance bond. All bonds to be furnished before work is commenced and to meet the requirements of Chapter 2253, Texas Government Code.

- iii. To require the contractor(s) it hires to perform the construction work contemplated herein to provide insurance equal to or in excess of the amounts required by the City's standard specifications and contract documents for developer-awarded infrastructure construction contracts. The City shall be named as additional insured on all insurance required by said documents and same will be evidenced on the Certificate of Insurance (ACORD or other state-approved form) supplied by the contractor's insurance provider and bound in the construction contract book.
- iv. To require its contractor to give 48 hours advance notice of intent to commence construction to the City's Construction Services Division so that City inspection personnel will be available; to require the contractor to allow the construction to be subject to inspection at any and all times by City inspection forces, to not install or relocate any sanitary sewer, storm drain, or water pipe unless a responsible City inspector is present and gives his consent to proceed, and to make such laboratory tests of materials being used as may be required by the City.
- v. To require its contractor to have fully executed contract documents submitted to the City to schedule a Pre-Construction Meeting. The submittal should occur no less than 10 working days prior to the desired date of the meeting. No construction will commence without a City-issued Notice to Proceed to the Developer's contractor.
- vi. To delay connections of buildings to service lines of sewer and water mains constructed under this Agreement, if any, until said sewer and water mains and service lines have been completed to the satisfaction of the Water Department.

G. Developer shall provide, at its expense, unless otherwise agreed to by City, all engineering drawings and documents necessary to construct the Improvements under this Agreement.

- H. Developer shall cause the installation or adjustment of the required utilities to serve the development or to construct the Improvements required herein.
- I. City shall not be responsible for payment of any costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the community facilities to be installed hereunder. City will be responsible for the costs of utility relocation necessitated by the City's participation in this Agreement.
- J. *Developer hereby releases and agrees to indemnify, defend and hold the City harmless for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this Agreement.*
- K. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer and required for the construction of the current and future improvements provided for by this Agreement.
- L. *The Developer further covenants and agrees to, and by these presents does hereby, fully indemnify, hold harmless and defend the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries (including death) or damages sustained by any persons or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by said Developer, his contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said Developer, its contractors, sub-contractors, officers, agents or employees.*
- M. *The Developer will further require its contractors to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property, including death, resulting from or in any way connected with the construction of the infrastructure contemplated herein, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Fort Worth, its officers, servants, or employees. Further, Developer will require its contractors to indemnify and hold harmless the City for any losses, damages, costs or expenses suffered by the City or caused as a result of said contractor's failure to complete the work and construct the*

improvements in a good and workmanlike manner, free from defects, in conformance with the Policy, and in accordance with all plans and specifications.

- N. Upon completion of all work associated with the construction of the Improvements, Developer will assign to the City a non-exclusive right to enforce the contracts entered into by the Developer with its contractor along with an assignment of all warranties given by the contractor, whether express or implied. Further, Developer agrees that all contracts with any contractor shall include provisions granting to the City the right to enforce such contracts as an express intended third party beneficiary of such contracts.
- O. Inspection and material testing fees are required as follows and further apportioned in the Cost Summary Table below
- i. Developer shall pay in cash water and wastewater inspection fees and material testing fees equal to two percent (2%) for a total of 4% of the Developer's share of the total construction cost as stated in the construction contract.
 - ii. Developer shall pay in cash paving and storm drain inspection fees equal to four percent (4%) and material testing fees equal to two percent (2%) for a total of 6% of the Developer's share of the total construction cost as stated in the construction contract.
 - iii. Developer shall pay in cash the total cost of streetlights or if the City is not installing the streetlights, inspection fees equal to four percent (4%) of the Developer's share of the streetlight construction cost as stated in the construction contract.
 - iv. Developer shall pay in cash the total cost of street signs necessary for Developer's portion of the Project.

P. COMPLETION WITHIN 2 YEARS

- i. The City's obligation to participate (exclusive of front foot charges) in this Agreement shall terminate if the Improvements are not completed within two (2) years; provided, however, if construction of the Improvements has started within the two year period, the Developer may request that the CFA be extended for one (1) additional year. If the Improvements are not completed within such extension period, there will be no further obligation of the City to participate. City participation in this CFA shall be subject to the annual availability of City funds as approved by the City Council.

- ii. Subject to paragraph i, above, the City shall reimburse Developer for the City's costs upon presentation of proper documentation of completion of installation of the Oversized Improvements.
 - iii. **Nothing contained herein is intended to limit the Developer's obligations under the Policy, this Agreement, its financial guarantee, its agreement with its contractor or other related agreements.**
 - iv. The City may utilize the Developer's financial guarantee submitted for this Agreement to cause the completion of the construction of the Improvements if at the end of two (2) years from the date of this Agreement (and any extension period) the Improvements have not been completed and accepted.
 - v. The City may utilize the Developer's financial guarantee to cause the payment of costs for construction of the Improvements before the expiration of two (2) years if the Developer breaches this Agreement, becomes insolvent or fails to pay costs of construction and the financial guarantee is not a Completion Agreement. If the financial guarantee is a Completion Agreement and the Developer's contractors and/or suppliers are not paid for the costs of supplies and/or construction, the contractors and/or suppliers may put a lien upon the property which is the subject of the Completion Agreement.
- Q. Developer acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the 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 contract, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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Cost Summary Sheet

Project Name: Brookfield Off-Site SS

CFA No.: 2017-038

City Project No.: 101478

Items	Developer's Cost	City's Cost	Total Cost
A. Water and Sewer Construction			
1. Water Construction	\$ -	\$ -	\$ -
2. Sewer Construction	\$ 4,112,408.00	\$ 507,780.96	\$ 4,620,188.96
<i>Water and Sewer Construction Total</i>	<u>\$ 4,112,408.00</u>	<u>\$ 507,780.96</u>	<u>\$ 4,620,188.96</u>
B. TPW Construction			
1. Street	\$ -	\$ -	\$ -
2. Storm Drain	\$ -	\$ -	\$ -
3. Street Lights Installed by Developer	\$ -	\$ -	\$ -
4. Signals	\$ -	\$ -	\$ -
<i>TPW Construction Cost Total</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Construction Cost (excluding the fees):	<u><u>\$ 4,112,408.00</u></u>	<u><u>\$ 507,780.96</u></u>	<u><u>\$ 4,620,188.96</u></u>
Construction Fees:			
C. Water/Sewer Inspection Fee (2%)	\$ 82,248.16	\$ 10,155.62	\$ 92,403.78
D. Water/Sewer Material Testing Fee (2%)	\$ 82,248.16	\$ 10,155.62	\$ 92,403.78
<i>Sub-Total for Water Construction Fees</i>	<u>\$ 164,496.32</u>	<u>\$ 20,311.24</u>	<u>\$ 184,807.56</u>
E. TPW Inspection Fee (4%)	\$ -	\$ -	\$ -
F. TPW Material Testing (2%)	\$ -	\$ -	\$ -
G. Street Light Inspection Cost	\$ -	\$ -	\$ -
H. Signals Inspection Cost	\$ -	\$ -	\$ -
J. Civil/Geotechnical Engineering & Survey (20%)	\$ -	\$ -	\$ -
<i>TPW Construction Fees Subtotal</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Construction Fees	<u>\$ 164,496.32</u>	<u>\$ 20,311.24</u>	<u>\$ 184,807.56</u>
TOTAL PROJECT COST	<u>\$ 4,276,904.32</u>	<u>\$ 528,092.20</u>	<u>\$ 4,804,996.52</u>

Financial Guarantee Options, choose one

Amount

Choice

(Mark one)

Bond = 100%	\$ 4,650,000.00	x
Completion Agreement = 100% / Holds Plat		
Cash Escrow Water/Sanitary Sewer= 125%		
Cash Escrow Paving/Storm Drain = 125%		
Letter of Credit = 125% w/2yr expiration period		

The costs stated herein may be based upon construction estimates rather than actual costs. The City's portion of inspection and material testing fees are directly allocated to the City's accounts for charges and does not reimburse the Water Inspection and Material Testing Fees to the Developer. The City's participation estimate shall be limited to the unit prices contained in City of Fort Worth Ordinance No. 19192-06-2010, as amended, ("Unit Price Ordinance") or as determined by public competitive bid. The City's cost participation (excluding inspection and material testing fees) is not a lump sum amount and may be less than stated above

City of Fort Worth, Texas

Standard Community Facilities Agreement with City Participation - Brookfield Off-Site Sewer

CFA Official Release Date: 01.22.2017

Page 8 of 14

depending upon actual quantities as shown on the Notice of Final Completion package ('Green sheet') and based on unit prices from the construction contract documents. In no event shall the City pay more per unit than as determined pursuant to the Unit Price Ordinance or public competitive bid.

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IN TESTIMONY WHEREOF, the City of Fort Worth has caused this instrument to be executed in **quadruplicate** in its name and on its behalf by its Assistant City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in **quadruplicate**, effective as of the date subscribed by the City's designated City Manager.

CITY OF FORT WORTH

Jesus J. Chapa
Jesus J. Chapa (Feb 27, 2019)
Jesus J. Chapa
Assistant City Manager
Date: Feb 27, 2019

Recommended by:

Evelyn Roberts
Evelyn Roberts (Feb 26, 2019)
Evelyn Roberts
Contract Compliance Specialist
Planning and Development

Approved as to Form & Legality:

Richard A. McCracken
Richard A. McCracken (Feb 27, 2019)
Richard A. McCracken
Assistant City Attorney
M&C No. C-28922
Date: 11/6/18
Form 1295: 2018 407247

ATTEST:

Mary J. Kayser
Mary J. Kayser (Mar 4, 2019)
Mary J. Kayser
City Secretary



DEVELOPER

Forestar (USA) Real Estate Group, Inc.

Daniel Bartok
Daniel Bartok (Feb 26, 2019)
Name: Dan Bartok
Title: CEO
Date: Feb 26, 2019

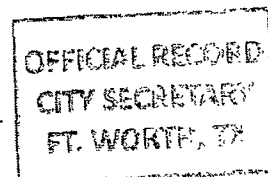
ATTEST: (Only if required by Developer)

Signature
Name:

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Janie Scarlett Morales
Janie Scarlett Morales (Feb 27, 2019)
Janie Morales
Development Manager



Check items associated with the project being undertaken; checked items must be included as Attachments to this Agreement

<u>Included</u>	<u>Attachment</u>
<input checked="" type="checkbox"/>	Attachment 1 - Changes to Standard Community Facilities Agreement with City Participation
<input checked="" type="checkbox"/>	Attachment 2 – Phased CFA Provision
<input checked="" type="checkbox"/>	Location Map
<input type="checkbox"/>	Exhibit A: Water Improvements
<input type="checkbox"/>	Water Cost Estimate
<input checked="" type="checkbox"/>	Exhibit A-1: Sewer Improvements
<input checked="" type="checkbox"/>	Sewer Cost Estimate
<input type="checkbox"/>	Exhibit B: Paving Improvements
<input type="checkbox"/>	Paving Cost Estimate
<input type="checkbox"/>	Exhibit B-1: Storm Drain Improvements
<input type="checkbox"/>	Storm Drain Cost Estimate
<input type="checkbox"/>	Exhibit C: Street Lights and Signs Improvements
<input type="checkbox"/>	Street Lights and Signs Cost Estimate

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ATTACHMENT "1"

**Changes to Standard Agreement
Community Facilities Agreement
City Project No. 101478**

None

ATTACHMENT "2"

Phased CFA Provision

If the improvements contained in this Agreement will connect to improvements Developer is constructing under a separate Community Facilities Agreement and the improvements in the separate Community Facilities Agreement have not been completed and accepted by the City, this Agreement shall be considered a "Phased CFA" and the provisions contained in this section shall apply.

The improvements being constructed by Developer under the separate Community Facilities Agreement shall be defined as the "Parent Project." The improvements being constructed by Developer under this Agreement shall be defined as the "Child Project."

Developer acknowledges and agrees that due to Developer's election to construct a Phased CFA, the potential exists for technical, delivery, acceptance or performance problems (hereinafter "Construction Problems"). Construction Problems may include, but are not limited to: failure of the improvements to comply with the approved plans or City Specifications; failure of the improvements in the Parent Project and the Child Project to properly connect to each other; changes to the design or construction of the improvements in the Parent Project that impact the design and construction of the improvements in the Child Project; construction delays, delay claims, or claims for liquidated damages; increased costs for the Developer; failure of the improvements to pass inspection or material testing; or rejection by the City of some or all of the improvements and Developer having to remove and reconstruct the improvements at Developer's expense. In addition, Developer understands and agrees that disputes may arise between Developer's contractors or their subcontractors relating to responsibility for the Construction Problems. Developer shall be solely responsible for resolving disputes between contractors or disputes between contractors and subcontractors.

Developer further acknowledges and agrees that Developer has notified all of Developer's contractors for the Project that Developer has elected to construct a Phased CFA, the provisions of this section, the risks associated with a Phased CFA, and that the City shall not bear any responsibility for Developer's decision to proceed with a Phased CFA.

Developer shall not make the final connection of the improvements in the Child Project to the improvements in the Parent Project until the improvements in the Parent Project have been constructed and accepted by the City and the City has consented to Developer making the connection.

Developer agrees that if this Agreement is for improvements relating to the construction, renovation or modification of one or more single family residential homes or structures, the City will not record the plat related to the Project until the improvements are constructed and accepted by the City. Developer agrees that if this Agreement is for improvements relating to the construction, renovation or modification of one or more commercial buildings or structures, the Developer shall not receive a Certificate of Occupancy from the City for the building(s) related to the Project until the improvements in this Agreement are constructed and accepted by the City. Developer further understands and agrees that completion of the improvements under this Agreement does not entitle Developer to obtain a

final plat of the property until all other requirements of Federal law, State law, or the City Code relating to the filing and recording of a final plat have been met by Developer.

BY CHOOSING TO CONSTRUCT A PHASED CFA, DEVELOPER ASSUMES ALL RISKS AND DEVELOPER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY AND ALL ECONOMIC DAMAGES PROPERTY LOSS, PROPERTY DAMAGES AND PERSONAL INJURY, (INCLUDING DEATH), OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED. DEVELOPER HEREBY EXPRESSLY RELEASES AND DISCHARGES CITY FROM ANY AND ALL LIABILITY FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY AND ALL ECONOMIC DAMAGES, PROPERTY LOSS, PROPERTY DAMAGE AND PERSONAL INJURY (INCLUDING DEATH) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION OF THE IMPROVEMENTS OR DEVELOPER'S DECISION TO CONSTRUCT A PHASED CFA. DEVELOPER, AT ITS SOLE COST AND EXPENSE, AGREES TO AND DOES HEREBY INDEMNIFY, DEFEND PROTECT, AND HOLD HARMLESS CITY, AND CITY'S OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, AND SERVANTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS (WHETHER AT LAW OR IN EQUITY), LIABILITIES, DAMAGES (INCLUDING ANY AND ALL ECONOMIC DAMAGES, PROPERTY LOSS, PROPERTY DAMAGES AND PERSONAL INJURIES INCLUDING DEATH), LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY OR IN ANY WAY RELATED TO CONSTRUCTION OF THE IMPROVEMENTS OR DEVELOPER'S CHOICE TO CONSTRUCT A PHASED CFA, OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY THE CONSTRUCTIONS OF THE IMPROVEMENTS OR DEVELOPER'S CHOICE TO CONSTRUCT A PHASED CFA WHETHER OR NOT SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE CITY OF FORT WORTH, ITS OFFICERS, SERVANTS, OR EMPLOYEES.

SECTION 00 42 43
 Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT II: SANITARY SEWER IMPROVEMENTS						
1	3137.0104 Medium Stone Riprap, dry	31 37 00	SY	3332	\$67.00	\$223,244.00
2	3292.0200 Seeding, Broadcast	32 92 18	SY	86438	\$1.00	\$88,436.00
3	3301.0002 Post-CCTV Inspection	33 01 31	LF	20975	\$1.00	\$20,975.00
4	3301.0101 Manhole Vacuum Testing	33 01 30	EA	51	\$138.00	\$7,038.00
5	3304.0002 Cathodic Protection	33 04 12	LS	1	\$29,868.00	\$29,868.00
6	3305.0109 Trench Safety	33 05 10	LF	20124	\$1.00	\$20,124.00
7	3305.0113 Trench Water Stops	33 05 15	EA	47	\$1,780.00	\$82,720.00
8	3305.0112 Concrete Collar	33 05 17	EA	23	\$1,260.00	\$28,980.00
9	3305.0116 Concrete Encasement for Utility Pipes	33 05 10	CY	296	\$338.00	\$100,048.00
10	3305.0202 Imported Embedment/Backfill, CSS	33 05 10	CY	4	\$13,199.00	\$52,796.00
11	3305.1006 36" Casing By Open Cut	33 05 22	LF	121	\$305.00	\$36,905.00
12	3305.1106 36" Casing By Other Than Open Cut	33 05 22	LF	240	\$678.00	\$162,720.00
13	3305.1108 48" Casing By Other Than Open Cut	33 05 22	LF	529	\$961.00	\$508,369.00
14	3305.3007 18" Sewer Carrier Pipe	33 05 24	LF	1046	\$146.00	\$152,716.00
15	3305.3009 21" Sewer Carrier Pipe	33 05 24	LF	719	\$190.00	\$138,610.00
16	3305.3012 30" Sewer Carrier Pipe	33 05 24	LF	1287	\$227.00	\$294,419.00
17	3331.4116 8" Sewer Pipe	33 11 10	LF	61	\$64.00	\$3,904.00
18	3331.4206 12" Sewer Pipe	33 11 10	LF	908	\$55.00	\$49,940.00
19	3331.4209 12" Sewer Pipe, CSS Backfill	33 11 10	LF	20	\$78.00	\$1,560.00
20	3331.4225 18" Sewer Pipe	33 11 10	LF	4481	\$69.00	\$309,189.00
21	3331.4226 18" Sewer Pipe, CSS Backfill	33 11 10	LF	140	\$121.00	\$16,940.00
22	3331.4308 21" Sewer Pipe	33 11 10	LF	1136	\$78.00	\$88,608.00
23	3331.4309 21" Sewer Pipe, CSS Backfill	33 11 10	LF	20	\$137.00	\$2,740.00
24	3339.0001 Epoxy Manhole Liner	33 39 60	VF	727	\$249.00	\$181,023.00
25	3339.1001 4' Manhole	33 39 10, 20	EA	4	\$3,309.00	\$13,236.00
26	3339.1003 4' Extra Depth Manhole	33 39 10, 20	VF	38	\$233.00	\$8,854.00
27	3339.1101 5' Manhole	33 39 10, 20	EA	43	\$6,057.00	\$260,451.00
28	3339.1102 5' Drop Manhole	33 39 10, 20	EA	4	\$11,813.00	\$47,252.00
29	3339.1103 5' Extra Depth Manhole	33 39 10, 20	VF	574	\$345.00	\$198,030.00
30	9999.0001 Air Bridge		EA	11	\$3,525.00	\$38,775.00
TOTAL UNIT II: SANITARY SEWER IMPROVEMENTS						\$3,166,470.00

Base Bid Summary

UNIT II: SANITARY SEWER IMPROVEMENTS	\$3,166,470.00
Total Base Construction Bid	\$3,166,470.00

TOTAL UNIT II: TOTAL CONSTRUCTION BID ALT-A

31-A	3331.4317 24" Sewer Pipe	33 11 10	LF	536	\$97.00	\$51,992.00
32-A	3331.4330 27" Sewer Pipe	33 11 10	LF	2010	\$114.00	\$229,140.00
33-A	3331.4331 27" Sewer Pipe, CSS Backfill	33 11 10	LF	20	\$188.00	\$3,760.00
34-A	3331.4401 30" Sewer Pipe	33 11 10	LF	8867	\$130.00	\$1,152,710.00
35-A	3331.4402 30" Sewer Pipe, CSS Backfill	33 11 10	LF	79	\$204.00	\$16,116.00
					Total Base Bid	\$3,166,470.00
					Total Alt -A	\$1,453,718.00
					Total	\$4,620,188.00

SECTION 00 42 43
 Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

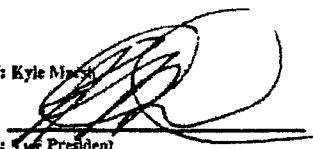
Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
TOTAL UNIT II: ALTERNATIVE CONST. BID ALT - B						
31-B	3331.4324 24" Fiberglass Sewer Pipe	33 31 13	LF	536	\$119.00	\$63,784.00
32-B	3331.4333 27" Fiberglass Sewer Pipe	33 31 13	LF	2010	\$134.00	\$269,340.00
33-B	3331.4331 27" Sewer Pipe, CSS Backfill	33 11 10	LF	20	\$209.00	\$4,180.00
34-B	3331.4408 30" Fiberglass Sewer Pipe	33 31 13	LF	8867	\$149.00	\$1,321,183.00
35-B	3331.4402 30" Sewer Pipe, CSS Backfill	33 11 10	LF	79	\$223.00	\$17,617.00
					Total Base Bid	\$3,166,470.00
					Total Alt - B	\$1,675,104.00
					Total	\$4,842,574.00

This Bid is submitted by the entity named below:

BIDDER:
 Wright Construction Company
 601 W. Wall Street
 Grapevine, TX, 76051

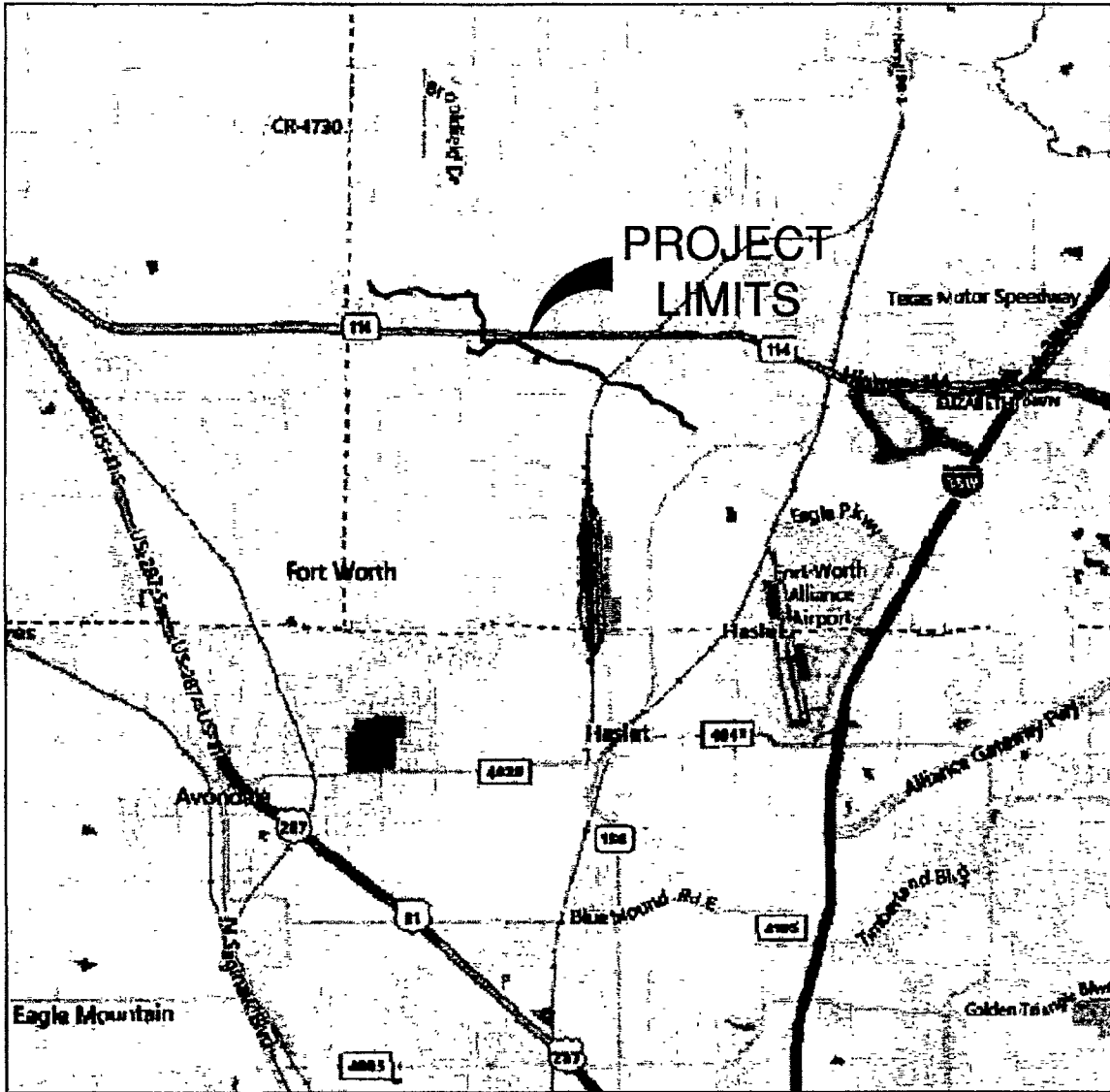
BY: Kyle Massa

TITLE: 
 DATE: 12/12/2018

Contractor agrees to complete WORK for FINAL ACCEPTANCE within
 CONTRACT commences to run as provided in the General Conditions.

240 calendar days after the date when the

END OF SECTION



VICINITY MAP
 NOT-TO-SCALE

CITY PROJECT NO. 101478
 SEWER PROJECT NO. 56008-0700430-101478-00148

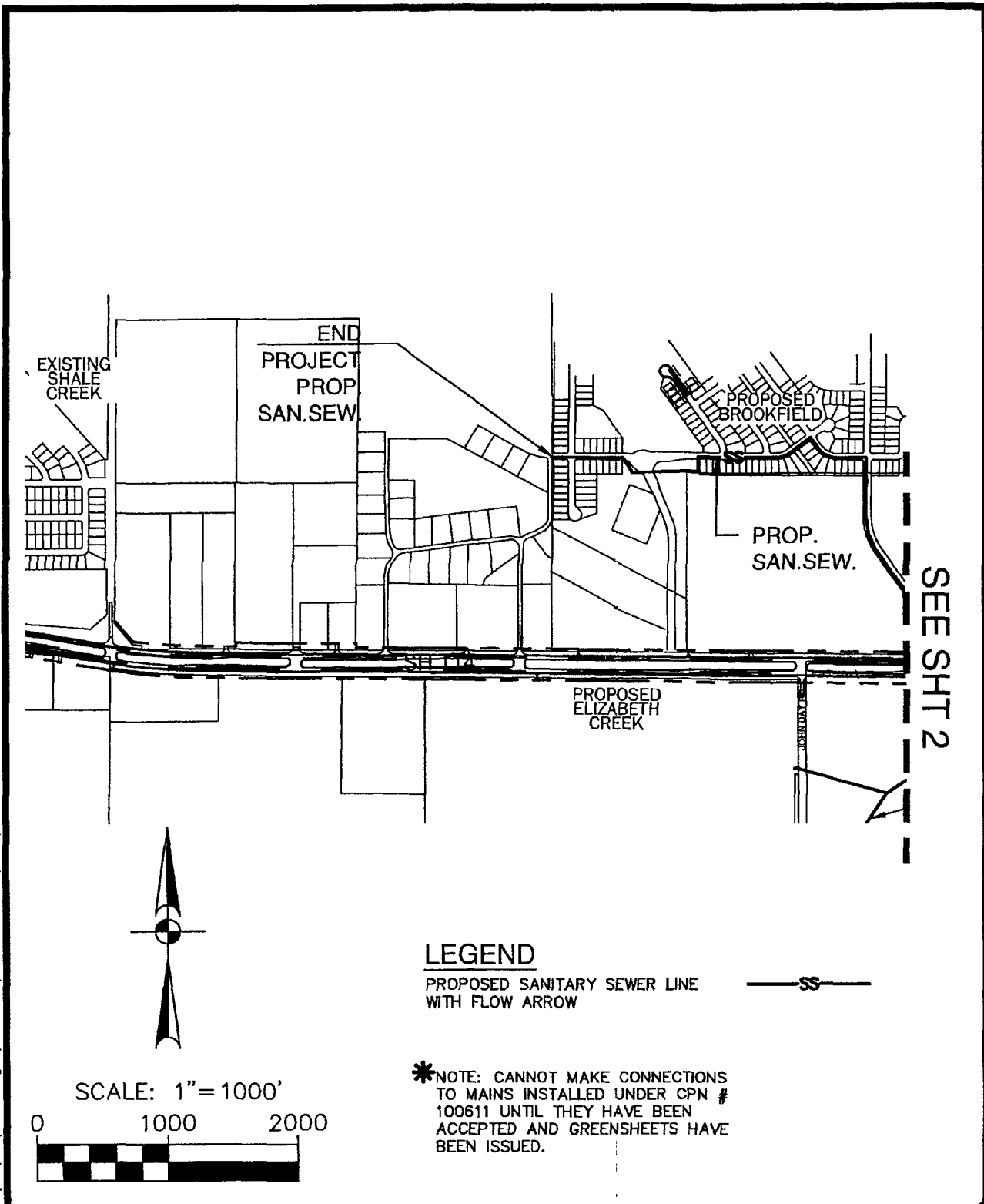
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JOB NO.	61112
DATE	JUN 2018
DESIGNER	JG
CHECKED	DM_DRAWN_JPM
SHEET	1 OF 1

VICINITY MAP EXHIBIT
 BROOKFIELD OFFSITE
 FORT WORTH, TEXAS

PAPE-DAWSON ENGINEERS
 FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
 800 WEST SEVENTH ST, STE 380 | FT. WORTH, TX 76102 | 817.870.3068
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION 4470


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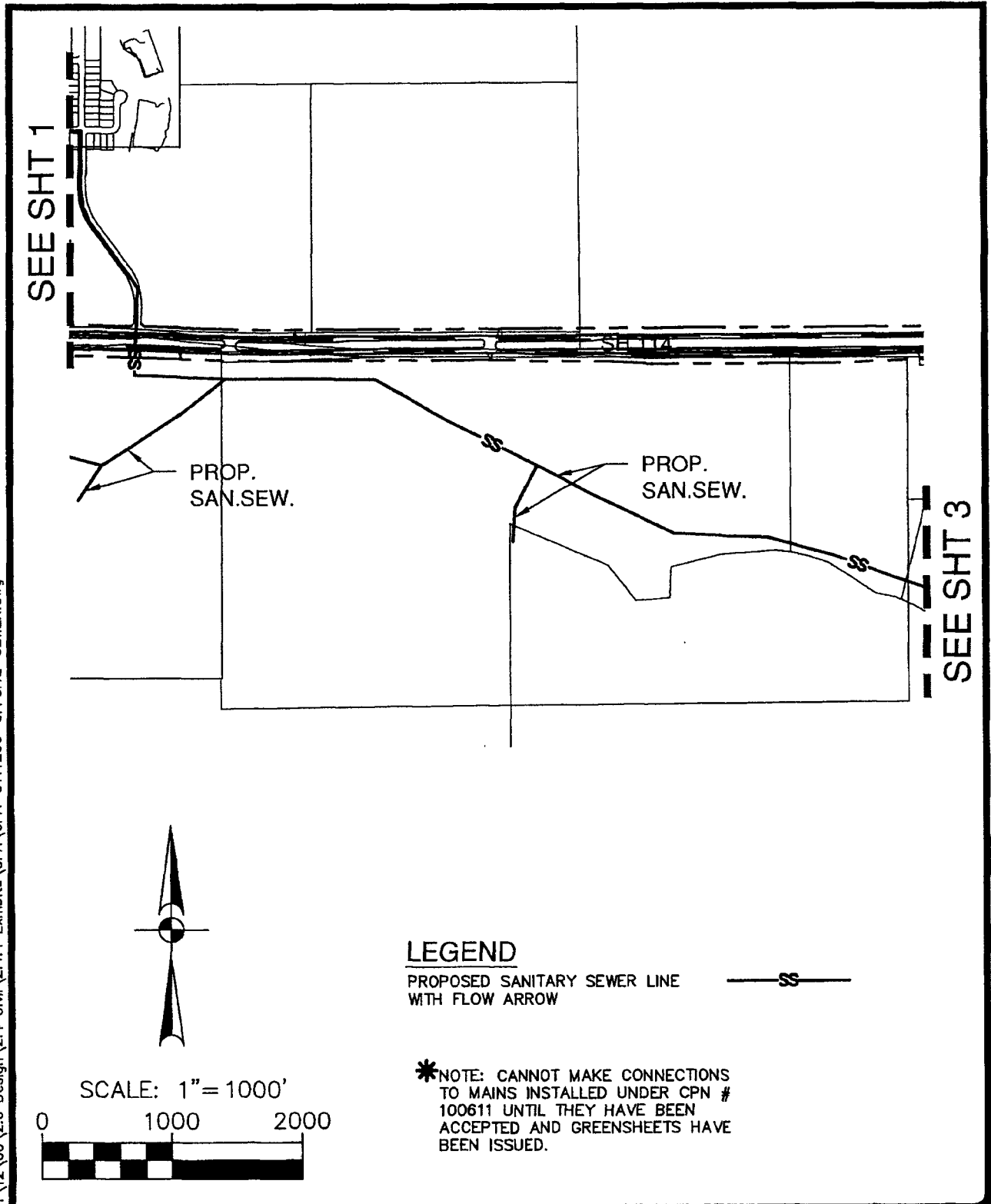
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DATE	JUN 2018
DESIGNER	JG
CHECKED	DM DRAWN JPM
SHEET	1 OF 4

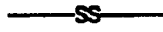
OFFSITE SEWER EXTENSION
BROOKFIELD OFFSITE
FORT WORTH, TEXAS


 FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
 500 WEST SEVENTH ST, STE 350 | FT. WORTH, TX 76102 | 817.870.3668
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

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LEGEND

PROPOSED SANITARY SEWER LINE WITH FLOW ARROW 

*NOTE: CANNOT MAKE CONNECTIONS TO MAINS INSTALLED UNDER CPN # 100611 UNTIL THEY HAVE BEEN ACCEPTED AND GREENSHEETS HAVE BEEN ISSUED.

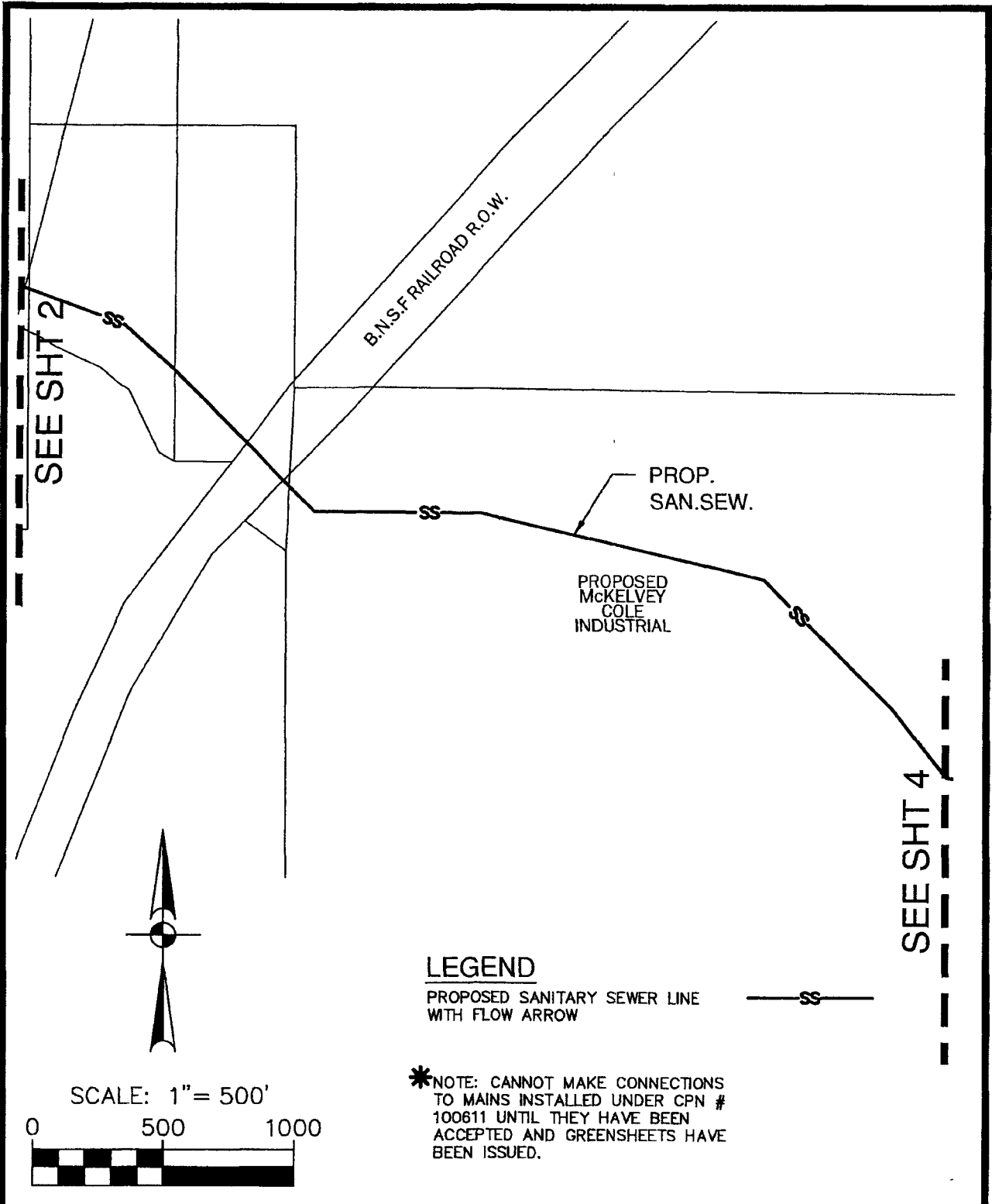
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JOB NO.	61112
DATE	JUN 2018
DESIGNER	JG
CHECKED	DM_DRAWN_JPM
SHEET	2 OF 4

OFFSITE SEWER EXTENSION
 BROOKFIELD OFFSITE
 FORT WORTH, TEXAS

Pape-Dawson ENGINEERS
 FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
 500 WEST SEVENTH ST, STE 380 | FT. WORTH, TX 76102 | 817.870.3668
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

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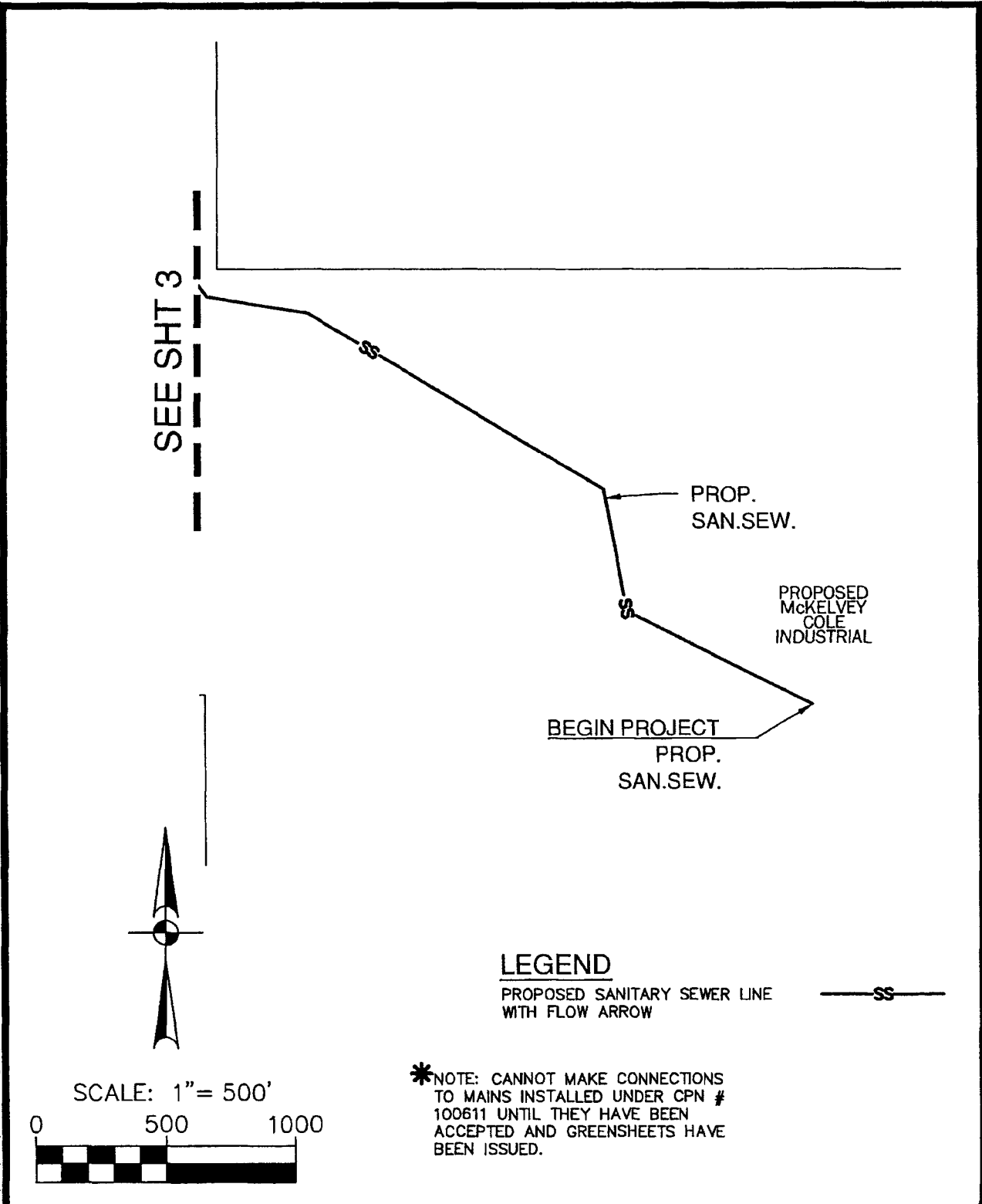
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JOB NO.	61112
DATE	JUN 2018
DESIGNER	JG
CHECKED	DM DRAWN JPM
SHEET	3 OF 4

OFFSITE SEWER EXTENSION
 BROOKFIELD OFFSITE
 FORT WORTH, TEXAS

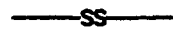
PAPE-DAWSON ENGINEERS
FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
 500 WEST SEVENTH ST, STE 350 | FT. WORTH, TX 76102 | 817.870.3668
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

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LEGEND

PROPOSED SANITARY SEWER LINE WITH FLOW ARROW



*NOTE: CANNOT MAKE CONNECTIONS TO MAINS INSTALLED UNDER CPN # 100611 UNTIL THEY HAVE BEEN ACCEPTED AND GREENSHEETS HAVE BEEN ISSUED.

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JOB NO.	61112
DATE	JUN 2018
DESIGNER	JG
CHECKED	DM_DRAWN.JPM
SHEET	4 OF 4

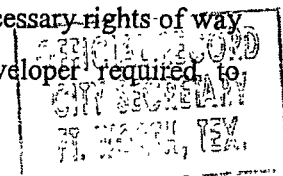
OFFSITE SEWER EXTENSION
 BROOKFIELD OFFSITE
 FORT WORTH, TEXAS

PAPE-DAWSON ENGINEERS

FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
 508 WEST SEVENTH ST., STE 350 | FT. WORTH, TX 76102 | 817.870.3668
 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

- F. The contracts for the construction of the public infrastructure shall be administered in conformance with paragraph 8, Section II, of the Policy.
- G. The Developer further covenants and agrees to, and by these presents does hereby, fully indemnify, hold harmless and defend the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by said Developer, his contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said DEVELOPER, his contractors, sub-contractors, officers, agents or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Fort Worth, its officers, servants, or employees.
- H. Developer shall install or adjust all of the required utilities to serve the development or to construct the improvements required herein.
- I. In the event that City participation exceeds \$25,000, Developer agrees that no street construction or storm drainage will begin prior to City Council approval of this Community Facilities Agreement. (Article 104.100, Ordinance 7234).
- J. Developer agrees that no lot shall be occupied under a certificate of occupancy until the improvements required herein have been constructed (Article 104.100, Ordinance 7234).
- K. Developer hereby releases and agrees to indemnify and hold the City harmless for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this contract.
- L. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer required to,

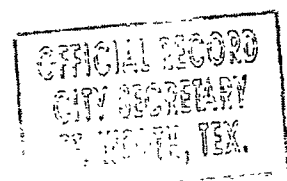


construct current and future improvements provided for in this agreement.

- M. Developer agrees to construct proposed improvements as shown on the exhibits attached hereto. The following exhibits are made a part hereof: Water (A)A; Sewer (A-1) None; Paving (B)Attached Storm Drain (B-1) Attached; Street Lights and Signs (C) Attached.
- N. City shall not be responsible for any costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the community facilities to be installed hereunder.

II. Street and Storm Drain Facilities

- A. The Developer(s) agree to install or to cause to have installed, the street, storm drainage, street lighting, street name sign and other community facilities improvements shown as "current improvements" on the attached Exhibits B, B1 and C.
- B. As shown below in the "Summary of Cost for Street and Storm Drain Facilities", the Developer shall fund its share of "current improvements" and shall pay to the City for its share of the cost of street, storm drainage, street lighting, street name signs as shown on the attached Exhibits B, B1 and C. The estimated total cost of current improvements and related support services specified in this agreement, including design, construction and inspection is estimated to \$ 2,155,755.85



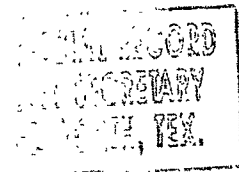
Project Name Sendera Ranch Phase III Sec 3A
CFA 2008-018
DOE No. 5747

<i>Item</i>	<i>Developer</i>	<i>City Cost</i>	<i>Total Cost</i>
	Cost		
A. Construction			
1. Streets	\$ 1,073,582.01		\$ 1,073,582.01
2. Storm Drainage	\$ 877,272.57		\$ 877,272.57
3. Street Lights	\$ 85,400.00		\$ 85,400.00
4. Street Name Signs	\$ 2,450.00		\$ 2,450.00
B. Engineering Design			\$ -
C. Construction Engineering and Management by DOE (4%)	\$ 78,034.18	\$ -	\$ 78,034.18
D. Materials Testing by DOE (2%)	\$ 39,017.09	\$ -	\$ 39,017.09
TOTALS	\$ 2,155,755.85	\$ -	\$ 2,155,755.85

Notes:

1. All Preliminary Plats filed after July 2000 will require sidewalks on all streets.
2. Developer's column for Item C represents four percent (4%) cost for construction inspection fees. The City will pay additional inspection fee over 4%.
3. City not preparing plans and specifications.
4. Developer's column for Item D represents two percent (2%) of paving and storm drain costs for materials testing.


Project Name: Sendera Ranch, Ph 3, Sec 3A
CFA Number: 2008-018
Date: April 21, 2008



IN TESTIMONY WHEREOF, the City of Fort Worth has caused this instrument to be executed in triplicate in its name and on its behalf by its Assistant City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in triplicate, at Fort Worth, Texas this the 8th day of May, 2008.

Approval Recommended:

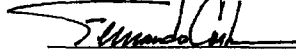
Transportation and Public Works
Department



Robert Goode, P. E.
Director

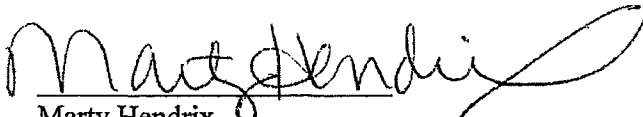
NO M&C REQUIRED

City of Fort Worth



Fernando Costa
Assistant City Manager

ATTEST:



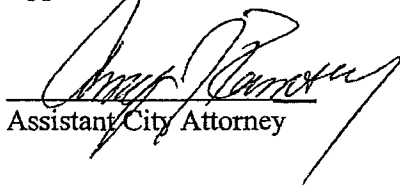
Marty Hendrix
City Secretary

DEVELOPER:

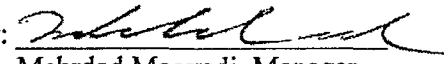
One SR, L.P.,
a Texas limited partnership

By: Centamtar Terras, L.L.C.
A Texas Limited Liability Company
General Partner

Approved as to Form:



Assistant City Attorney

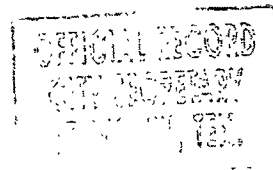
By: 

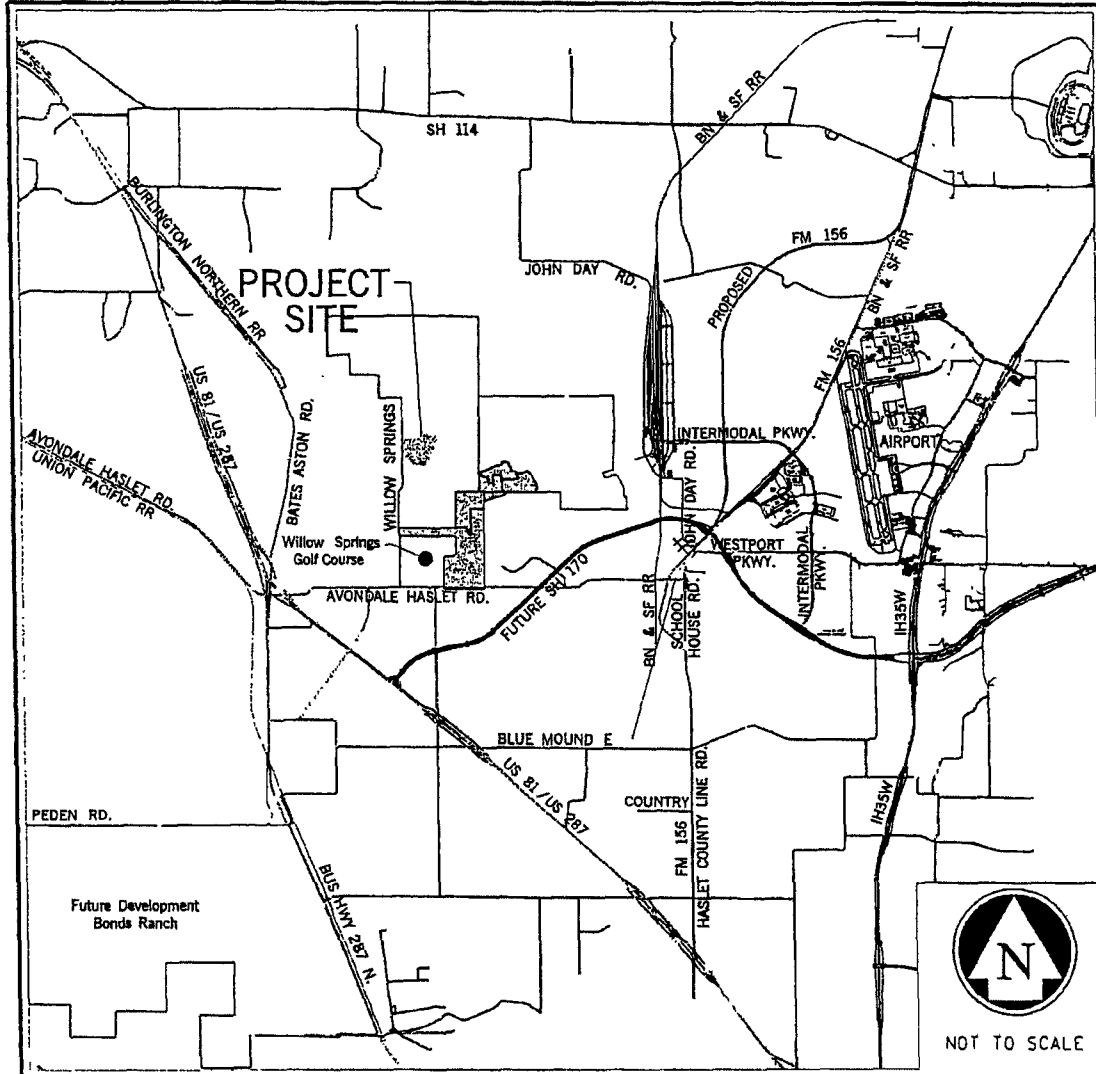
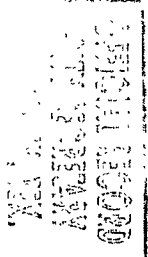
Mehrdad Moayedi, Manager
4/21/2008

ATTEST:

Corporate Secretary

Sendra Ranch Phase III, Section 3A 5
CFA 2007111
12 20 2007





LOCATION MAP
SENDERA RANCH
PHASE III SECTION 3A

Carter & Burgess

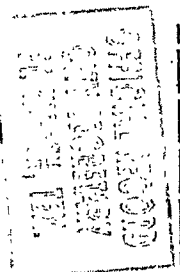
CARTER & BURGESS, INC.
777 MAIN STREET
FORT WORTH, TX 76102
(817) 735-8000

PROJECT NO. 014563.010.001.0001

CON Area 1
Contract No. 3708
Sendera Ranch Phase III Section 3A



SCALE: 1" = 300'



HARV. LOU. LINDENWOOD, ET AL.
VOL. 128, PG. 248
D.P.V.C.T.

OPEN SPACE
BLOCK 94
LOT 12

OPEN SPACE
BLOCK 93
LOT 12

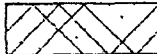
DENTON COUNTY
TARRANT COUNTY

LEGEND

PROP. 29' B/B
ROADWAY/50' ROW



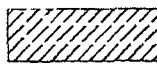
PROP. 41' B/B
ROADWAY/60' ROW



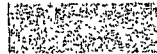
PROP. 28' B/B
1/2 OF 130' ROW



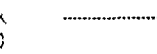
PROP. DIVIDED
THOROUGHFARE
30' ROW



PROP. TLY.
CONC. TRANSITION



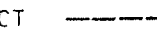
PROP. 4' S. DEWALK
(BY HOME BUILDER)



PROP. 4' S. DEWALK
(BY DEVELOPER)



LIMITS OF PROJECT

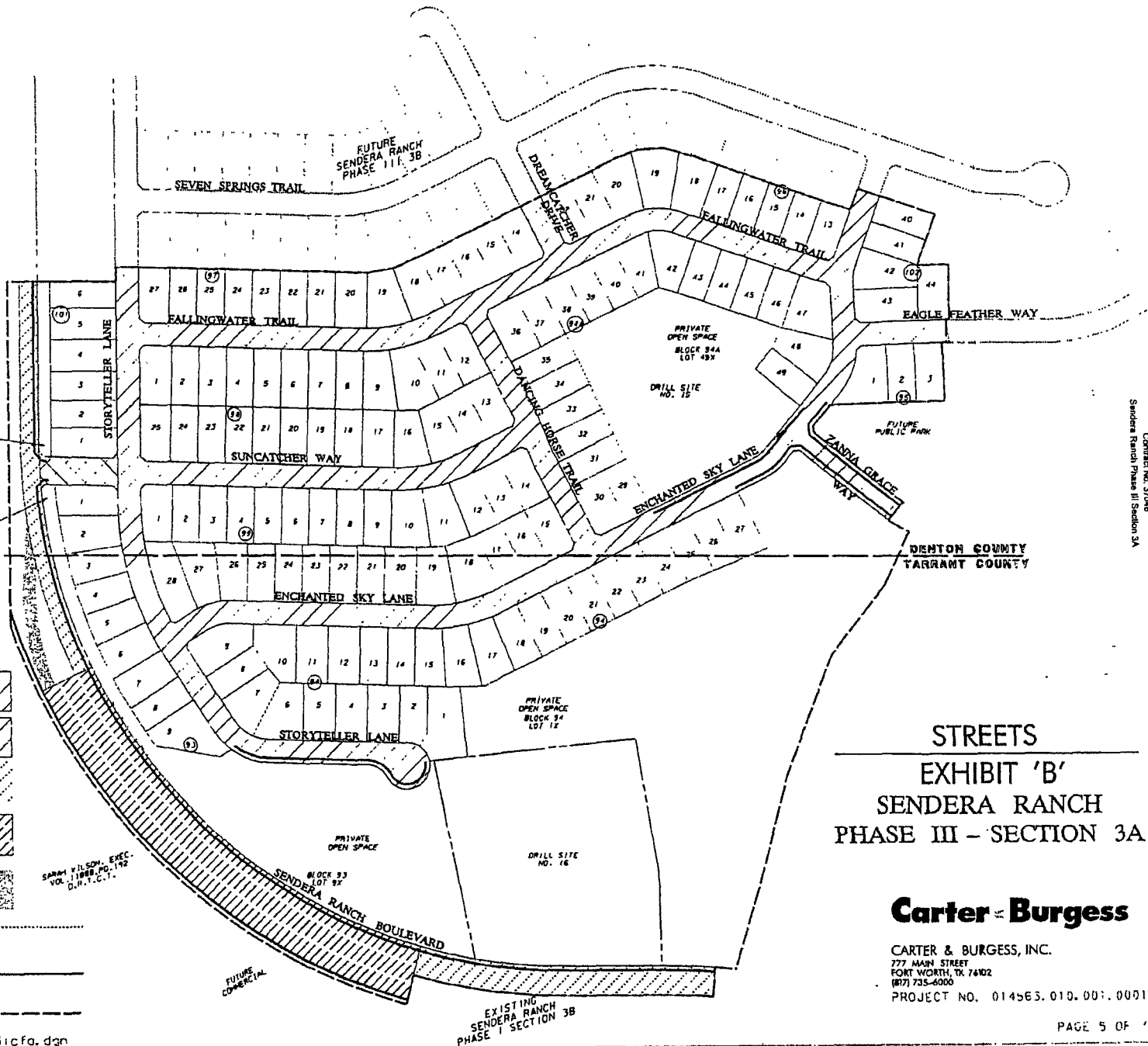


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SARAH WILSON, EXEC.
VOL. 1188, PG. 192
D.P.V.C.T.

FUTURE
COMMERCIAL

EXISTING
SENDERA RANCH
PHASE I SECTION 3B



STREETS EXHIBIT 'B' SENDERA RANCH PHASE III - SECTION 3A

Carter & Burgess

CARTER & BURGESS, INC.
277 MAIN STREET
FORT WORTH, TX 76102
(817) 735-6000
PROJECT NO. 014563.010.001.0001

CON Area 1
Contract No. 37046
Sendera Ranch Phase III Section 3A



SCALE: 1" = 300'



WISE COUNTY
DENTON COUNTY
TARRANT COUNTY

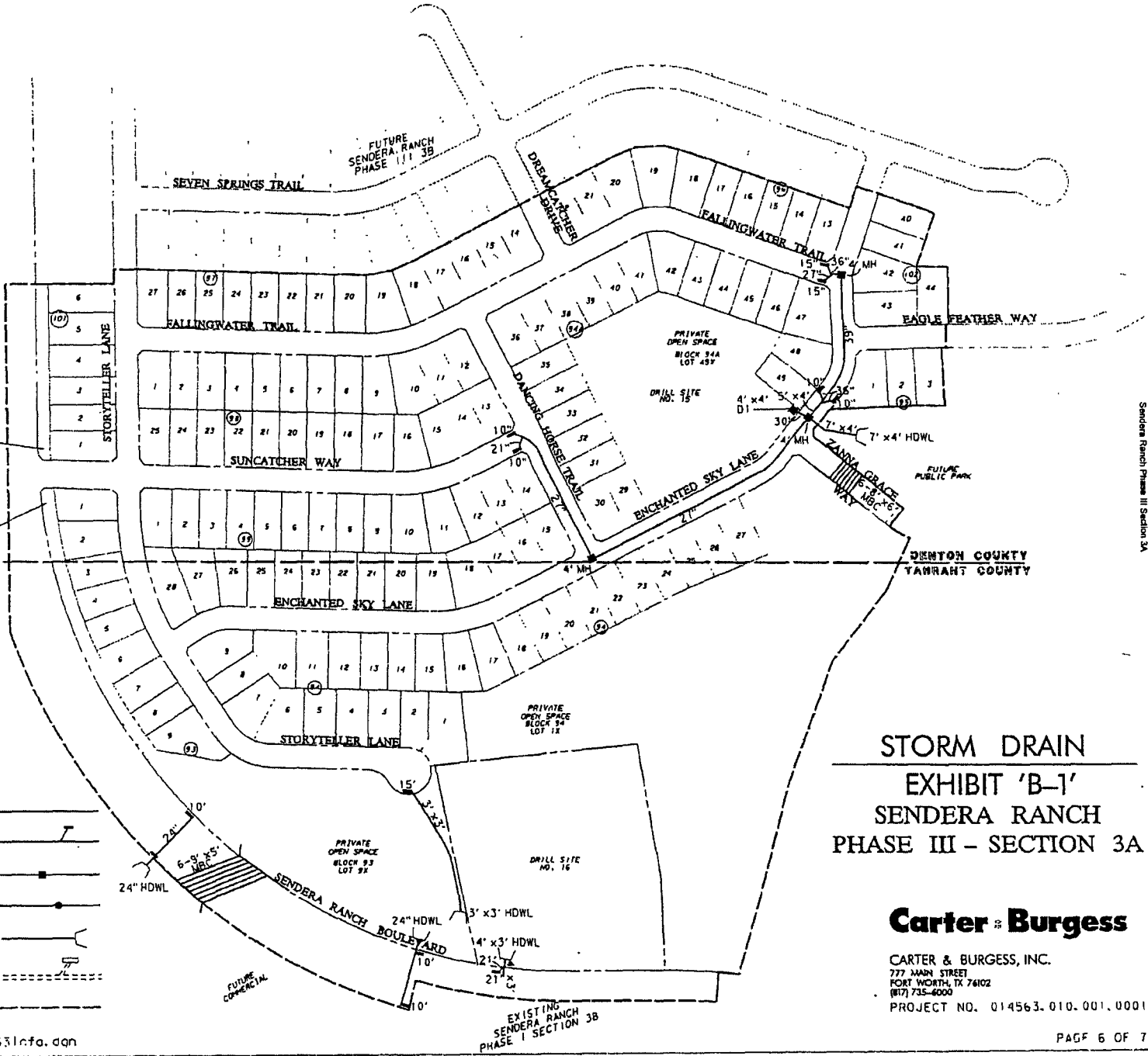
MAY YOU LIVE GOOD ETAL.
VOL. 1189, PG. 448
O.R.W.C.T.

SARAH WILSON, EXEC.
VOL. 1189, PG. 143
O.R.W.C.T.

LEGEND

- PROP. STORM DRAIN LINE
- PROP. INLET
- PROP. MANHOLE
- PROP. MANHOLE RISER
- PROP. HEADWALL
- EXIST. STORM DRAIN LINE
- LIMITS OF PROJECT

001-g\job\349\dwg\st-dm-ph-1-14\5631ofa.dgn



STORM DRAIN EXHIBIT 'B-1' SENDERA RANCH PHASE III - SECTION 3A

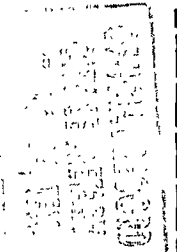
Carter & Burgess

CARTER & BURGESS, INC.
777 MAIN STREET
FORT WORTH, TX 76102
(817) 735-4000
PROJECT NO. 014563.010.001.0001

Contract No. 37046
Sendera Ranch Phase III Section 3A



SCALE: 1" = 300'



WISE COUNTY
DENTON COUNTY

TARRANT COUNTY

DENTON COUNTY
TARRANT COUNTY

LEGEND

PROP. SINGLE STREET LIGHT ●

EX ST. SINGLE STREET LIGHT
(ON STEEL POLE WITH STREET
AND STOP SIGNS ATTACHED) ○

PROP. STREET SIGN ▲

EXIST. STREET SIGN △

LIMITS OF PROJECT - - - - -



SEVEN SPRINGS TRAIL

FALLINGWATER TRAIL

SUNCATCHER WAY

ENCHANTED SKY LANE

STORYTELLER LANE

SENDERA RANCH BOULEVARD

FUTURE
SENDERA RANCH
PHASE III 3B

DREAMCATCHER
SERIES

FALLINGWATER TRAIL

DANCING HORSE TRAIL

ENCHANTED SKY LANE

LANNA GRACE
WAY

EAGLE FEATHER WAY

BLOCK 34A
LOT 17

BLOCK 34
LOT 12

BLOCK 33
LOT 12

BLOCK 34
LOT 12

BLOCK 33
LOT 5X

EXISTING
SENDERA RANCH
PHASE I SECTION 3B

STREET LIGHTS EXHIBIT 'C' SENDERA RANCH PHASE III - SECTION 3A

Carter & Burgess

CARTER & BURGESS, INC.
777 MAIN STREET
FORT WORTH, TX 76102
(817) 735-4000

PROJECT NO. 014563.010.001.0001

PAGE 7 OF 7

Contract No. 37048
Sendera Ranch Phase III Section 3A

CARTER & BURGESS, INC.
 777 MAIN STREET, FORT WORTH, TEXAS 76102
 PHONE NO. (817) 735-6000 or Metro (817) 429-0170

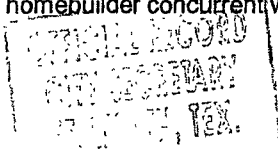
CFA Estimate for:
SENDERA RANCH PHASE III, SECTION 3A
 February 24, 2008

STREET IMPROVEMENTS					
Item No.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1B	8" Lime Stabilized Subgrade	23,082	S.Y.	1.58	36,469.56
2B	6" RC Street Pavement with 7" Curb	21,659	S.Y.	20.05	434,262.95
3B	Hydrated Lime (40#/SY)	462	Ton	104.00	48,048.00
4	STD End of Road Barricade	5	Each	1,870.00	9,350.00
5	STD 4' Sidewalks	6,430	S.F.	3.00	19,290.00
6	Sidewalk Ramps	20	Each	935.00	18,700.00
7	Storm Water Management	1	L.S.	3,179.00	3,179.00
8	Asphalt Temporary Turnaround Pavement	318	S.Y.	50.00	15,900.00
9	6" Lime Stabilized for Temporary Turnaround Pavement	340	S.Y.	2.00	680.00
10	Hydrated Lime (30#/SY) for Temporary Turnaround	5.1	Ton	110.00	561.00
11	50' Rock Check Dam	1	Each	4,400.00	4,400.00
TOTAL - STREET IMPROVEMENTS					\$590,840.51

* Sidewalks to be built by homebuilder concurrent with the construction of each home.

SENDERA RANCH BLVD STREET IMPROVEMENTS					
ITEM#	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1A	8" Lime Stabilized Subgrade	13,690	S.Y.	1.61	22,040.90
2A	9.5" RC Street Pavement with Standard Curbs	12,820	S.Y.	27.19	348,575.80
3A	Hydrated Lime (40#/SY)	274	Ton	106.00	29,044.00
4	Standard End of Road Barricade	1	Each	1,870.00	1,870.00
5	STD 4' Sidewalks	13,350	S.F.	2.97	39,649.50
6	Sidewalk Ramps	2	Each	935.00	1,870.00
7	Centerline Markers Type Y-4 & II-AA-3 (Detail D)	191	L.F.	5.00	955.00
8	Centerline Markers Type Y-4 & II-AA-4 (Detail B)	506	L.F.	19.00	9,614.00
9	Lane Markers Type W-4 & II-CR-4 (Detail A)	1,481	L.F.	1.30	1,925.30
10	Remove Lane Closure Striping	213	S.Y.	9.00	1,917.00
11	Detail C Channel Markers	1	L.S.	2,118.00	2,118.00
12	Construct Concrete Curb and Gutter	120	L.F.	15.00	1,800.00
14	Remove Existing concrete Transition	16,350	S.F.	1.10	17,985.00
15	Traffic Control Plan	1	L.S.	1,727.00	1,727.00
16	Storm Water Mangement	1	L.S.	1,650.00	1,650.00
TOTAL III - 3A SENDERA RANCH BLVD STREET IMPROVEMENTS					\$482,741.50

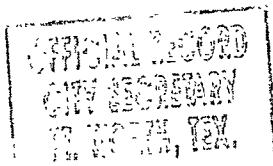
* Sidewalks to be built by homebuilder concurrent with the construction of each home.



CARTER & BURGESS, INC.
 777 MAIN STREET, FORT WORTH, TEXAS 76102
 PHONE NO. (817) 735-6000 or Metro (817) 429-0170

CFA Estimate for:
SENDERA RANCH PHASE III, SECTION 3A
February 24, 2008

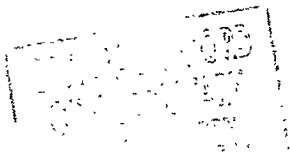
STORM DRAIN SYSTEM					
Item No.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	6-8' x 4' MBC	50	L.F.	1,450.00	72,500.00
2	7' x 4' SBC	134	L.F.	241.25	32,327.50
3	4' x 4' SBC	134	L.F.	133.87	17,938.58
4	3' x 3' SBC	266	L.F.	97.70	25,988.20
5	39" Class III R.C. Pipe, Including Trench Excavation and Backfill	278	L.F.	72.04	20,027.12
6	36" Class III R.C. Pipe, Including Trench Excavation and Backfill	40	L.F.	58.34	2,333.60
7	33" Class III R. C. Pipe, Including Trench Excavation and Backfill	38	L.F.	52.14	1,981.32
8	30" Class III R.C. Pipe, Including Trench Excavation and Backfill	613	L.F.	45.90	28,136.70
9	27" Class III R.C. Pipe, Including Trench Excavation and Backfill	345	L.F.	41.01	14,148.45
10	21" Class III R.C. Pipe, Including Trench Excavation and Backfill	24	L.F.	33.01	792.24
11	Trench Safety (Storm Drain)	1,842	L.F.	0.20	368.40
12	STD 10' Standard Curb Inlet	2	Each	2,450.00	4,900.00
13	STD 15' Standard Curb Inlet	4	Each	3,050.00	12,200.00
14	STD 20' Standard Curb Inlet	1	Each	4,000.00	4,000.00
15	4' x 4' Drop Inlet	1	Each	2,200.00	2,200.00
16	4' Square Manhole	2	Each	3,600.00	7,200.00
17	Junction Box	1	Each	3,900.00	3,900.00
18	4' Diameter Manhole Riser with Steps	1	Each	1,650.00	1,650.00
19	7' x 4' SBC STD, Sloping Headwall	1	Each	2,150.00	2,150.00
20	3' x 3' SBC STD, Sloping Headwall	1	Each	1,950.00	1,950.00
21	Parallel Wingwall 6-8" x 4' MBC	2	Each	16,450.00	32,900.00
22	Pedestrian Handrail	276	L.F.	55.64	15,356.64
23	Rock Rubble Rip Rap (24" Depth)	2,320	S.Y.	45.00	104,400.00
24	Rock Ruble Rip Rap (18" Depth)	26	S.Y.	40.00	1,040.00
25	Storm Water Management	1	L.S.	250.00	250.00
TOTAL - STORM DRAINAGE SYSTEM					\$410,638.75



CARTER & BURGESS, INC.
 777 MAIN STREET, FORT WORTH, TEXAS 76102
 PHONE NO. (817) 735-6000 or Metro (817) 429-0170

CFA Estimate for:
SENDERA RANCH PHASE III, SECTION 3A
 February 24, 2008

SENDERA RANCH BLVD STORM DRAIN IMPROVEMENTS					
ITEM#	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	6-9' x 5' MBC	153	L.F.	1,600.00	244,800.00
2	4' x 3' SBC	61	L.F.	121.06	7,384.66
3	24" Class III R.C. Pipe, Including Trench Excavation and Backfill	296	L.F.	36.52	10,809.92
4	21" Class III R.C. Pipe, Including Trench Excavation and Backfill	12	L.F.	33.01	396.12
6	Trench Safety	522	L.F.	0.20	104.40
7	Standard 10' Recessed Curb Inlet	4	Each	1,700.00	6,800.00
8	4' x 3' RCP Standard Sloping Headwall	1	Each	2,450.00	2,450.00
9	Parallel Wingwall 6-9' x 5' MBC	2	Each	19,750.00	39,500.00
10	24" Sloping Headwall	2	Each	1,100.00	2,200.00
11	Pedestrian Handrail	248	L.F.	55.64	13,798.72
12	Rock Rubble Rip Rap (36" Depth)	549	S.Y.	55.00	30,195.00
13	Rock Rubble Rip Rap (24" Depth)	25	S.Y.	45.00	1,125.00
14	Rock Rubble Rip Rap (18" Depth)	2,658	S.Y.	40.00	106,320.00
15	Remove & Dispose of Existing Wingwalls	1	Each	500.00	500.00
16	Storm Water Management	1	L.S.	250.00	250.00
TOTAL III - 3A SENDERA RANCH BLVD STORM DRAIN IMPROVEMENTS					\$466,633.82

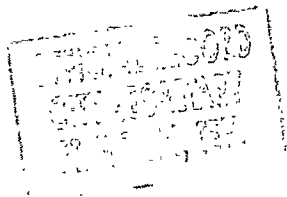


CARTER & BURGESS, INC.
 777 MAIN STREET, FORT WORTH, TEXAS 76102
 PHONE NO. (817) 735-6000 or Metro (817) 429-0170

CFA Estimate for:
SENDERA RANCH PHASE III, SECTION 3A
February 24, 2008

STREET LIGHT BASES & STREET SIGNS					
Item No.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	STREET LIGHTS 100W HPS	23	EA.	2,600.00	59,800.00
2	Street Signs	9	EA.	245.00	2,205.00
TOTAL STREET LIGHT BASES & SIGNS					62,005.00

SENDERA RANCH BLVD STREET LIGHTS & SIGNS					
ITEM#	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	STREET LIGHTS 200W HPS	8	EA.	3,200.00	25,600.00
3	Street Signs	1	EA.	245.00	245.00
TOTAL SENDERA RANCH BLVD STREET LIGHTS AND SIGNS					25,845.00



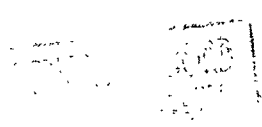
CARTER & BURGESS, INC.
 777 MAIN STREET, FORT WORTH, TEXAS 76102
 PHONE NO. (817) 735-6000 or Metro (817) 429-0170

CFA Estimate for:
SENDERA RANCH PHASE III, SECTION 3A
February 24, 2008

SUMMARY OF TOTAL COST	
TOTAL - WATER DISTRIBUTION SYSTEM	343,702.79
TOTAL - SANITARY SEWER COLLECTION SYSTEM	396,462.50
CHECK- 2% MATERIAL TESTING FEE	14,803.31
CHECK- 2% INSPECTION FEE	14,803.31
TOTAL- WATER DEPARTMENT	769,771.90

TOTAL - PAVING	1,073,582.01
TOTAL - STORM DRAINAGE SYSTEM	877,272.57
CHECK- 2% MATERIAL TESTING FEE	39,017.09
CHECK- 4% INSPECTION FEE	78,034.18
CHECK- STREET LIGHTS & STREET SIGNS	87,850.00
TOTAL- T/PW DEPARTMENT	2,155,755.85

TOTAL COST	2,925,527.75
TOTAL BOND AMOUNT	2,691,019.87



PART B - PROPOSAL

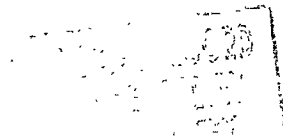
This proposal must not be removed from this book of Contract Documents.

TO: ONE SR, L.P.
DEVELOPER
c/o CARTER & BURGESS

PROPOSAL FOR: STREET IMPROVEMENTS FOR
SENDERA RANCH, PHASE III, SECTION 3A
D.O.E. NO. 5747
FILE NO. W-1981
"X" NO. 20232

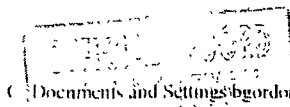
Includes the furnishing of all materials, except materials specified to be furnished by the City, equipment and labor for the installation of water and sanitary sewer facilities and all necessary appurtenances and incidental work to provide a complete and serviceable project designated as:

Pursuant to the foregoing 'Notice to Bidders', the undersigned Bidder, having thoroughly examined the Contract Documents, including plans, special contract documents, and the General Contract Documents and General Specifications for Water Department Projects, the site of the project and understanding the amount of work to be done, and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment and material except as specified to be furnished by the City, which is necessary to fully complete the work as provided in the Plans and Contract Documents and subject to the inspection and approval of the Director of the City Engineering Department of the City of Fort Worth, Texas; and binds himself upon acceptance of this Proposal to execute a contract and furnish an approved Performance Bond, Payment Bond, Maintenance Bond, and such other bonds, if any, as may be required by the Contract Documents for the performing and completing of the said work. Contractor proposes to do the work within the time stated and for the following sums:

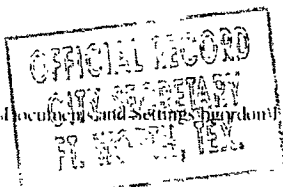


(Furnish and install, including all appurtenant work, complete in place, the following items)
 (D-No. refers to related items in the Part D Special Conditions:)

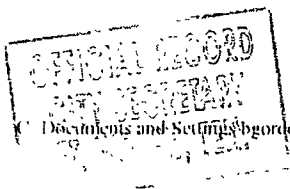
Item No.	Approx. quantity	Unit Measurement	Item Description "D" Item description	Unit Price	Total Amount
STREET IMPROVEMENTS - SENDERA RANCH, PHASE III, SECTION 3A					
1.	23,082	S.Y.	8" Lime Stabilized Subgrade, complete in place for the sum of, Per Square Yard One _____ Dollars & Fifty One _____ Cents	\$ 1.51	\$ 34,469.56
2.	21,659	S.Y.	6" RC Street Pvmnt with 7" curb, complete in place for the sum of, Per Square Yard Twenty _____ Dollars & Five _____ Cents	\$ 20.05	\$ 434,262.95
3.	462	Ton	Hydrated Lime (40#/SY) , complete in place for the sum of, Per Ton One Hundred Four _____ Dollars & No _____ Cents	\$ 104.00	\$ 48,048.00
4.	5	Ea.	STD. End of Road Barricade, Per Each One Thousand _____ Eight Hundred Seventy _____ Dollars & No _____ Cents	\$ 1,870.00	\$ 9,350.00
5.	6,430	S.F.	STD. 4' Sidewalks, complete in place for the sum of, Per Square Foot Three _____ Dollars & No _____ Cents	\$ 3.00	\$ 19,290.00



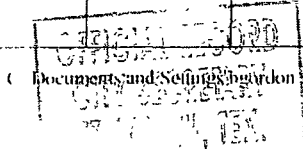
Item No.	Approx. quantity	Unit Measure ment	Item Description "D" Item description	Unit Price	Total Amount
STREET IMPROVEMENTS - SENDERA RANCH, PHASE III, SECTION 3A					
6.	20	Ea.	Sidewalk Ramps, complete in place for the sum of, Per Each <u>Nine Hundred Thirty Five</u> Dollars & <u>No</u> Cents	\$ 935.00	\$ 18,700.00
7.	1	L.S.	Storm Water Management, Per Lump Sum <u>Three Thousand One Hundred Seventy Nine</u> Dollars & <u>No</u> Cents	\$ 3,179.00	\$ 3,179.00
8.	318	S.Y.	Asphalt Temporary Turnaround Pavement, Complete in Place for the Sum of, Per Square Yard <u>Fifty</u> Dollars & <u>No</u> Cents	\$ 50.00	\$ 15,900.00
9.	340	S.Y.	6" Lime Stabilized Subgrade for Temporary Turnaround Pavement, Complete in Place for the Sum of, Per Square Yard <u>Two</u> Dollars & <u>No</u> Cents	\$ 2.00	\$ 680.00
10.	5.1	Ton	Hydrated Lime (30#/SY) for Temporary Turnaround, Complete in Place for the Sum of, Per Ton <u>One Hundred Ten</u> Dollars & <u>No</u> Cents	\$ 110.00	\$ 561.00



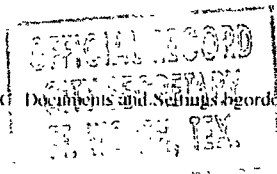
Item No.	Approx. quantity	Unit Measurement	Item Description "D" Item description	Unit Price	Total Amount
STREET IMPROVEMENTS - SENDERA RANCH, PHASE III, SECTION 3A					
11.	1	Ea.	50' Rock Check Dam, Complete in Place for the Sum of, Per Each <u>Four Thousand</u> <u>Four Hundred</u> Dollars & <u>No</u> Cents	\$ 4,400.00	\$ 4,400.00
TOTAL AMOUNT BID PAVING - SENDERA RANCH PHASE III SECTION 3A				\$590,840.51	



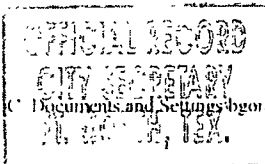
Item No.	Approx. quantity	Unit Measurement	Item Description "D" Item description	Unit Price	Total Amount
STREET IMPROVEMENTS - SENDERA RANCH BOULEVARD PAVING					
1.	13,690	S.Y.	8" Lime Stabilized Subgrade, complete in place for the sum of, Per Square Yard One _____ Dollars & Sixty One _____ Cents	\$ 1.61	\$ 22,040.90
2.	12,820	S.Y.	9.5" RC Street Pavement with Standard Curbs, complete in place for the sum of, Per Square Yard Twenty Seven _____ Dollars & Nineteen _____ Cents	\$ 27.19	\$ 348,575.80
3.	274	Ton	Hydrated Lime (40#/SY) , complete in place for the sum of, Per Ton One Hundred Six _____ Dollars & No _____ Cents	\$ 106.00	\$ 29,044.00
4.	1	Ea.	Standard End of Road Barricade, complete in place for the sum of, Per Square Yard One Thousand Eight Hundred Seventy _____ Dollars & No _____ Cents	\$ 1,870.00	\$ 1,870.00
5.	13,350	S.F.	STD. 4' Sidewalks, complete in place for the sum of, Per Square Foot Two _____ Dollars & Ninety Seven _____ Cents	\$ 2.97	\$ 39,649.50
6.	2	Ea.	Sidewalk Ramps, complete in place for the sum of, Per Each Nine Hundred Thirty Five _____ Dollars & No _____ Cents	\$ 935.00	\$ 1,870.00



Item No.	Approx. quantity	Unit Measurement	Item Description "D" Item description	Unit Price	Total Amount
STREET IMPROVEMENTS - SENDERA RANCH BOULEVARD PAVING					
7.	191	L.F.	Centerline Markers Type Y-4 & II-AA-3 (Detail D) , complete in place for the sum of, Per Linear Foot Five _____ Dollars & No _____ Cents	\$ 5.00	\$ 955.00
8.	506	L.F.	Centerline Markers Type Y-4 & II-AA-4 (Detail B) , complete in place for the sum of, Per Linear Foot Nineteen _____ Dollars & No _____ Cents	\$ 19.00	\$ 9,614.00
9.	1,481	L.F.	Lane Markers Type W-4 & II-CR-4 (Detail A) , complete in place for the sum of, Per Linear Foot One _____ Dollars & Thirty _____ Cents	\$ 1.30	\$1,925.30
10.	213	S.Y.	Remove Lane Closure Striping, complete in place for the sum of, Per Square Yard Nine _____ Dollars & No _____ Cents	\$ 9.00	\$ 1,917.00
11.	1	L.S.	Detail C Channel Markers, complete in place for the sum of, Per Lump Sum Two Thousand _____ One Hundred Eighteen _____ Dollars & No _____ Cents	\$ 2,118.00	\$ 2,118.00

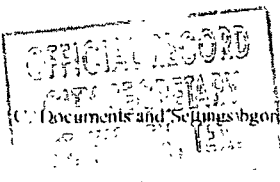


Item No.	Approx. quantity	Unit Measurement	Item Description "D" Item description	Unit Price	Total Amount
STREET IMPROVEMENTS - SENDERA RANCH BOULEVARD PAVING					
12.	120	L.F.	Construct Concrete Curb and Gutter, complete in place for the sum of, Per Linear Foot <u>Fifteen</u> Dollars & <u>No</u> Cents	\$ 15.00	\$ 1,800.00
13.	16,350	S.F.	Remove Existing Concrete Transition, complete in place for the sum of, Per Square Foot <u>One</u> Dollars & <u>Ten</u> Cents	\$ 1.10	\$ 17,985.00
14.	1	L.S.	Traffic Control Plan, complete in place for the sum of, Per Lump Sum <u>One Thousand Seven Hundred</u> <u>Twenty Seven</u> Dollars & <u>No</u> Cents	\$ 1,727.00	\$ 1,727.00
15.	1	L.S.	Storm Water Management, complete in place for the sum of, Per Lump Sum <u>One Thousand Six Hundred</u> <u>Fifty</u> Dollars & <u>No</u> Cents	\$ 1,650.00	\$ 1,650.00
16.	1	L.S.	City Bonds, complete in place for the sum of, Per Lump Sum <u>One Thousand Six Hundred</u> <u>Fifty</u> Dollars & <u>No</u> Cents	\$22,230.00	\$22,230.00
TOTAL AMOUNT BID PAVING - SENDERA RANCH BLVD				\$ 504,971.50	



SUMMARY

TOTAL AMOUNT BID – SENDERA RANCH PHASE 3, SECTION 3A	\$ <u>590,840.51</u>
TOTAL AMOUNT BID – SENDERA RANCH BLVD	\$ <u>504,971.50</u>
GRAND TOTAL AMOUNT BID	\$ <u>1,095,812.01</u>



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B-8

PART B - PROPOSAL (Cont.)

Within ten (10) days after acceptance of this Proposal, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of the Contract. The attached bid security in the amount of 5% is to become the property of the City of Fort Worth, Texas, in the event the contract and bond or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned bidder certified that he has been furnished at least one set of the General Contract Documents and General Specifications for Water Department Projects dated January 1, 1978, and that he has read and thoroughly understands all the requirements and conditions of those General Documents and the specific Contract Documents and appurtenant plans.

The successful bidder shall be required to perform the work in accord with the following publications, both of which are incorporated herein and made a part hereof for all purposes:

- 1. The General Contract Documents and General Specifications for Water Department Projects dated January 1, 1978, which may be purchased from the Water Department.**
- 2. The Standard Specifications for Street and Storm Drain Construction which may be purchased from the Department of Transportation & Public Works.**

The undersigned assures that its employees and applicants for employment and those of any labor organization, subcontractors, or employment agency in either furnishing or referring employee applicants to the undersigned are not discriminated against as prohibited by the terms of City Ordinance No. 7278 as amended by City Ordinance No. 7400.

The Bidder agrees to begin construction within ten (10) calendar days after issue of the work order, and to complete the contract within thirty (30) working days after beginning construction as set forth in the written work order to be furnished by the Owner.

(Complete A or B below, as applicable:)

 A. The principal place of business of our company is in the State of _____.

Nonresident bidders in the State of _____, our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non resident bidders in the State of _____, our principal place of business, are not required to underbid resident bidders.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas.

I (we) acknowledge receipt of the following addenda to the plans and specifications, all of the provisions and requirements of which have been taken into consideration on preparation of the foregoing bid:

Addendum No. 1 (Initials) _____

Addendum No. 3 (Initials) _____

Addendum No. 2 (Initials) _____

Addendum No. 4 (Initials) _____

Respectfully submitted,

LH Lacy Construction

L.H. Lacy Company, Ltd.

By: _____

By: Lycop, LLC, General Partner

Mitchell Bush

Address

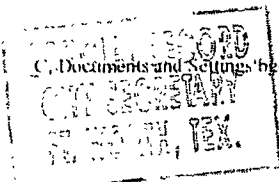
P.O. Box 541297

Dallas, TX 75354-1297

Telephone: 214.357.0146

(Seal)

Date: _____



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B 10

PART B – PROPOSAL

This proposal must not be removed from this book of Contract Documents.

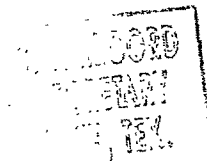
TO: One SR, L.P.
3901 Airport Freeway, Suite 200
Bedford, Texas 76021

PROPOSAL FOR: Sendera Ranch Phase III Section 3A
WATER PROJECT NO. P264-602150085083
SEWER PROJECT NO. P274-702130085083
D.O.E. No. 5747
FILE NO. W-1981
X NO. 20232

Includes the furnishing of all materials, except materials specified to be furnished by the City, equipment and labor for the installation of Water, Sanitary Sewer and Storm Drain Improvements and all necessary appurtenances and incidental work to provide a complete and serviceable project designated as:

Sendera Ranch Phase III Section 3A

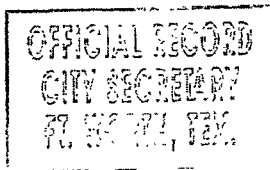
Pursuant to the foregoing 'Notice to Bidders', the undersigned Bidder, having thoroughly examined the Contract Documents, including plans, special contract documents, and the General Contract Documents and General Specifications for Water Department Projects, the General Contract Documents and General specifications for Transportation and Public works Projects, the site of the project and understanding the amount of work to be done, and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment and material except as specified to be furnished by the City, which is necessary to fully complete the work as provided in the Plans and Contract Documents and subject to the inspection and approval of the Director of the Department of Engineering of the City of Fort Worth, Texas; and binds himself upon acceptance of this Proposal to execute a contract and furnish an approved Performance Bond, Payment Bond, Maintenance Bond, and such other bonds, if any, as may be required by the Contract Documents for the performing and completing of the said work. Contractor proposes to do the work within the time stated and for the following sums:



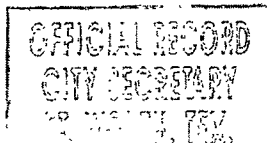
UNIT A: WATER

(Furnish and install, including all appurtenant work, complete in place, the following items)
 (D-No. refers to related items in the Part D Special Conditions:)

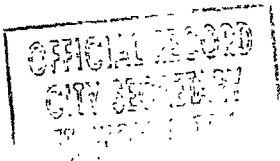
Item No.	Approx. Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit A Water Distribution System					
1.	6,718	L.F.	8" Water Line, Complete in Place for the Sum of, Per Linear Foot <u>Thirteen</u> Dollars & <u>Sixty Four</u> Cents	\$ 13.64	\$ 91,633.52
2.	21	Ea.	8" Gate Valve Complete with Cast Iron Valve Box and Cover, Per Each <u>Eight Hundred Twenty Two</u> Dollars & <u>Seventy Seven</u> Cents	\$ 822.77	\$ 17,278.17
3.	5	Ea.	Fire Hydrant (4'-0" Bury) Per Each <u>Two Thousand Five Hundred Thirty Four</u> Dollars & <u>Fourteen</u> Cents	\$ 2,534.14	\$ 12,670.70
4.	103	Ea.	1" Copper Services, Complete in Place for the Sum of, Per Each <u>Four Hundred Thirty Three</u> Dollars & <u>Eighty Five</u> Cents	\$ 433.85	\$ 44,686.55
5.	103	Ea.	Concrete Meter Box 1" Service, Complete in Place for the Sum of, Per Each <u>Fifty Four</u> Dollars & <u>Fifty</u> Cents	\$ 54.50	\$ 5,613.50



Item No.	Approx. Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit A Water Distribution System					
6.	3.2	Ton	Cast Iron Fittings, Furnish and Install, Complete in place, Including Concrete Blocking Per Ton <u>Three Thousand Two Hundred Fifty Nine</u> Dollars & <u>Twenty Three</u> Cents	\$ 3,259.23	\$ 10,429.54
7.	5	C.Y.	Class B (2500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard <u>Sixty Five</u> Dollars & <u>No</u> Cents	\$ 65.00	\$ 325.00
8.	5	C.Y.	Class E (1500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard <u>Sixty Five</u> Dollars & <u>No</u> Cents	\$ 65.00	\$ 325.00
9.	20	C.Y.	Crushed Limestone, Complete in Place for the Sum of, Per Cubic Yard <u>Twenty Two</u> Dollars & <u>Fifty</u> Cents	\$ 22.50	\$ 450.00
10.	20	C.Y.	Ballast Stone, Complete in Place for the Sum of, Per Cubic Yard <u>Twenty Two</u> Dollars & <u>Fifty</u> Cents	\$ 22.50	\$ 450.00
11.	6,718	L.F.	Trench Safety for Water Mains, Per Linear Foot <u>No</u> Dollars & <u>Twenty</u> Cents	\$ 0.20	\$ 1,343.60



Item No.	Approx. Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit A Water Distribution System					
12.	1	L.S.	Storm Water Management, Complete in Place for the Sum of, Per Lump Sum. Two Hundred Fifty _____ Dollars & No _____ Cents	\$ 250.00	\$ 250.00
Total Amount Bid – Unit A Water Distribution System				\$ 185,455.58	



Item No.	Approx. Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit A1 Water – Sendera Blvd. Water Distribution System					
1.	1,668	L.F.	20" Water Main, Complete in Place for the Sum of, Per Linear Foot <u>Fifty Three</u> Dollars & <u>Sixty Eight</u> Cents	\$ 53.68	\$ 89,538.24
2.	151	L.F.	8" Water Main, Complete in Place for the Sum of, Per Linear Foot <u>Fourteen</u> Dollars & <u>Sixty Four</u> Cents	\$ 14.64	\$ 2,210.64
3.	2	Ea.	20" Gate Valve Complete with Cast Iron Valve Box and Cover, Per Each <u>Twelve Thousand Seven Hundred Sixty Two</u> Dollars & <u>Fifty Three</u> Cents	\$ 12,762.53	\$ 25,525.06
4.	2	Ea.	8" Gate Valve Complete with Cast Iron Valve Box and Cover, Per Each <u>Eight Hundred Twenty Two</u> Dollars & <u>Seventy Seven</u> Cents	\$ 822.77	\$ 1,645.54
5.	3	Ea.	6" Blow Off Valve, Complete in Place for the Sum of, Per Each <u>Two Thousand Six Hundred Fifty Nine</u> Dollars & <u>Eleven</u> Cents	\$ 2,659.11	\$ 7,977.33
6.	3	Ea.	4' Diameter Sump Manhole, Complete in Place for the Sum of, Per Each <u>One Thousand Eight Hundred No</u> Dollars & <u></u> Cents	\$ 1,800.00	\$ 5,400.00

