

EXHIBIT
"A"

CSJ #0015-10-062, #0015-13-389
ROW CSJ #0015-10-065, #0015-13-406
Utility ID# U00009528
District #14-Austin
Code Chart 64 #36750
Project: Capital Express North- IH 35
from SH 45N to FM 1825, from FM 1825
to US 290E

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation (“State”) and City of Round Rock (“Utility”),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number 115291, 115550, and 116073 authorizes the State to undertake and complete a highway improvement generally described as: add one northbound and one southbound non-tolled managed lanes, reconstruct ramps, and add frontage road and main lane auxiliary lanes (“Project”); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State’s highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which

is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or

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employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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Utility:	State:
City of Round Rock	Director of Contract Services
Utility Director or Designee	Texas Department of Transportation
3400 Sunrise Road	125 E. 11 th Street
Round Rock, TX 78665	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

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

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

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Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Craig Morgan

Typed or Printed Name

Mayor

Title

Date

THE STATE OF TEXAS

Tucker Ferguson, P.E., Austin District Engineer

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing waterline shall be relocated and adjustments shall be made along IH 35 from SH 45N to FM 1825. The waterline facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$298,259.00. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the waterline items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ 197,674.08. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A.** The **Utility** shall provide the following services under this contract:
 - i.** Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along IH 35 from SH 45N to FM 1825.

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- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's North Travis Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the waterline line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed waterline during construction, and the relocation of the waterline and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing waterline during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the waterline relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and

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efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

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ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
\$298,259.00

Less Betterment Amount Due from Utility
\$197,674.08

**Amount of total utility relocation Costs
\$100,584.92**

Estimated Amount Eligible for Reimbursement
(Calculated eligibility Ratio – 100%)
\$100,584.92

Amount of Utility Adjustment Due from Utility
\$197,674.08

Estimated amount to be included in Construction Agreement

A. Betterment	<u>\$197,674.08</u>
B. Utility Adjustment	<u>\$100,584.92</u>

GRAND TOTAL **\$298,259.00**

Betterment Ratio Calculation

Estimated Betterment Costs

1. Extend 12" Waterline

Betterment Calculation:

Total Costs of Betterment (Estimated)	-	<u>\$211,104.00</u>
Total Costs of Project (Estimated)	-	<u>\$421,680.44</u>

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***Betterment Percentage for final cost determination: 50.07% of final cost of relocation
Determination of Betterment – Comparison of estimated cost to replace “as is”
versus estimated costs associated with the betterment.***

Item A: \$210,576.44 is the estimated cost of relocation, replacing “as is.”

Item B: \$421,680.44 is the estimated cost of relocation with betterment.

STANDARD UTILITY AGREEMENT

U Number: Utility ID: U00009528

District: Austin
Federal Project No.: F 2022(459)
ROW CSJ: 0015-10-065; 0015-13-406
Highway Project Letting Date: 4/2022

County: TRAVIS
Highway: IH 35
From: US 290E
To: SH45N

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

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

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

Existing 16" DI WL is in conflict with relocation of overhead electric facilities. It was determined during utility coordination that a new alignment of the existing 16" WL within TxDOT ROW was in the best interest of the project. There is also elective betterment of a 12" WL to fill in a gap in the water system.

; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

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

NOW, THEREFORE, BE IT AGREED:

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

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

Initial Date
TxDOT

Initial Date
Utility

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

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

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

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

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

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

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

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

Initial Date
TxDOT

Initial Date
Utility

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

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

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

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

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

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

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

Initial Date
TxDOT

Initial Date
Utility

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

UTILITY

EXECUTION RECOMMENDED:

Utility: City of Round Rock
Name of Utility

Director of TP&D (or designee), Austin District

By: _____
Authorized Signature

Craig Morgan
Print or Type Name

Title: Mayor

Date: _____

THE STATE OF TEXAS

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

By: _____
District Engineer (or designee)

Date: _____

Attachment "A"

Plans, Specifications, and Estimated Costs

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

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

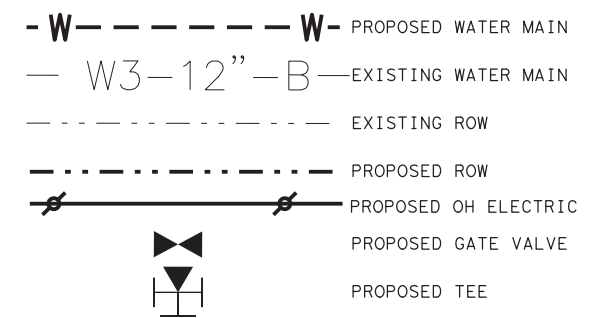
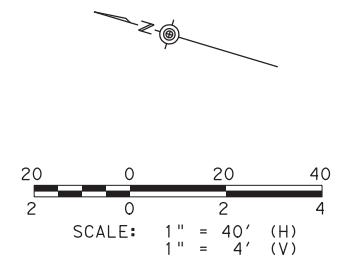
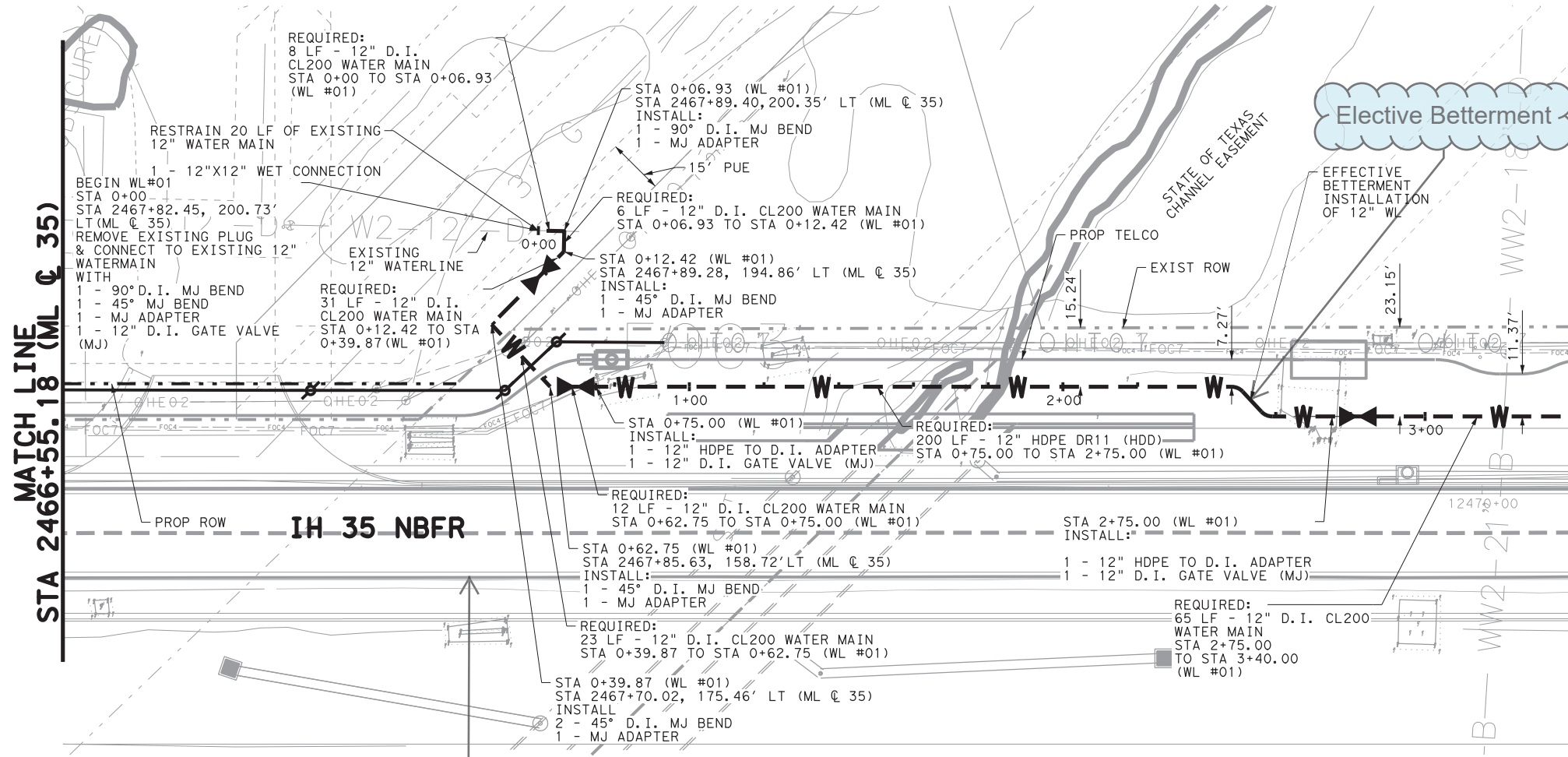
Initial Date
TxDOT

Initial Date
Utility

DATE: 02-JUN-2022 20:31
 FILE: Projects\1048600 - CAPEX North\5 - Utilities\NCAPEX_PROP_WATERLINE CORR_001.dgn

MATCH LINE STA 2466+55.18 (ML @ 35)

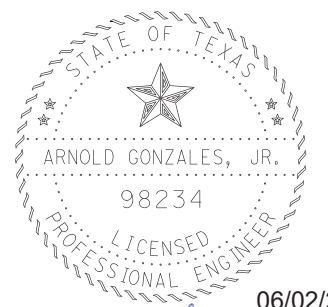
MATCH LINE STA 3+40 (ML @ 35)
 STA 2470+59.82 (ML @ 35)



- NOTES:**
1. ALL WATERLINE BENDS, FITTINGS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY ELEVATIONS PRIOR TO CONSTRUCTION.
 3. HDPE PIPE SHALL BE SIZED USING DIPS TO MATCH DUCTILE IRON PIPE SIZING. STATIONING BASED ON IH-35 MAINLANE ALIGNMENT
 - 4.

FOR PROFILE VIEW SEE SHEET 2 OF 4

2467+65



06/02/2022

Arnold Gonzales, Jr.



VOLKERT
 F-12679

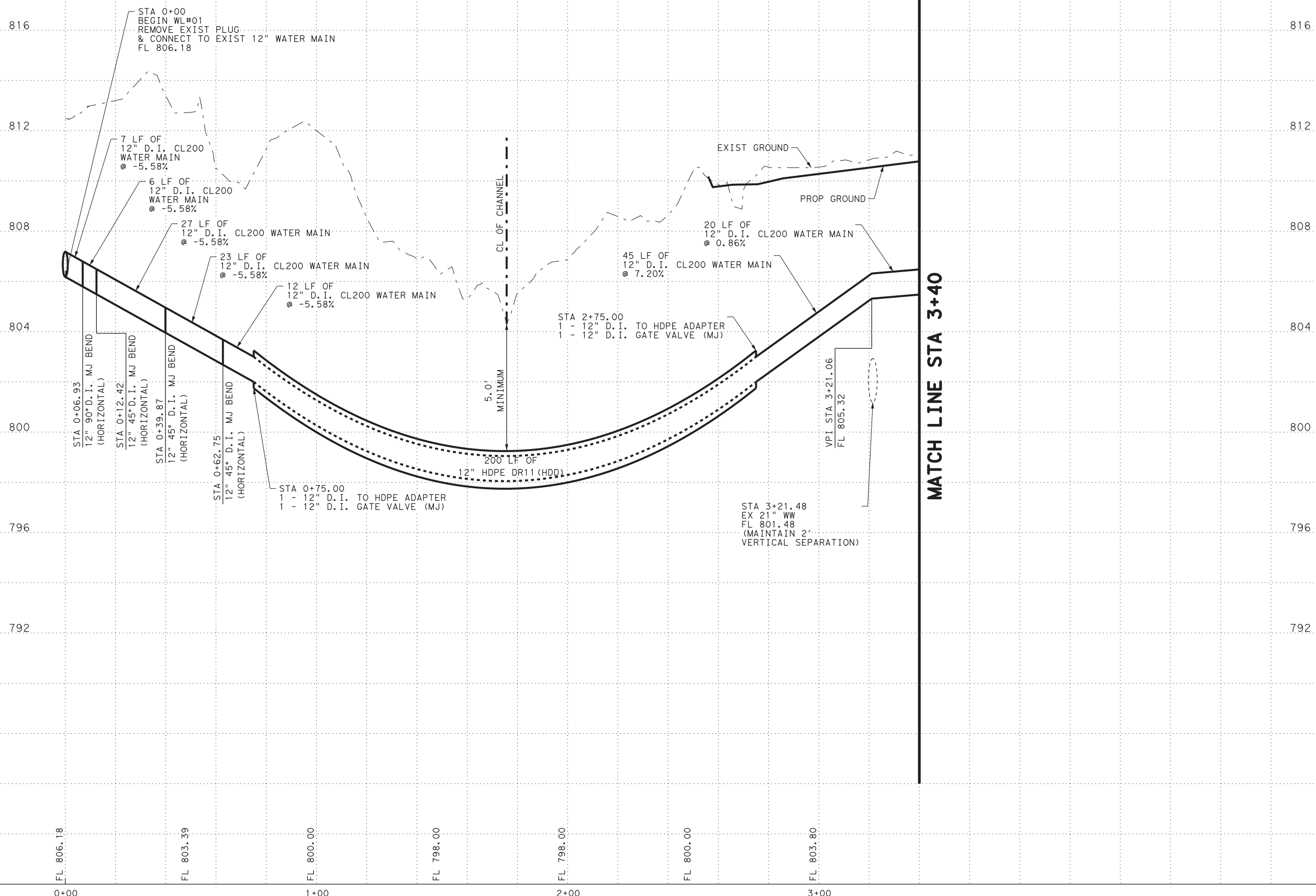
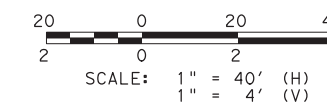


**IH 35 CAPITAL EXPRESS
 CITY OF ROUND ROCK
 BETTERMENT
 PLAN AND PROFILE**

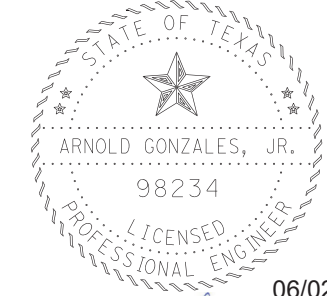
SHEET 1 OF 4

CONT	SECT	JOB	HIGHWAY
0015	10	062, ETC.	IH 35
DIST	COUNTY	SHEET NO.	
AUS	TRAVIS	4443	

FOR PLAN VIEW SEE SHEET 1 OF 4



- NOTES:**
1. ALL WATERLINE BENDS, FITTINGS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY ELEVATIONS PRIOR TO CONSTRUCTION.
 3. HDPE PIPE SHALL BE SIZED USING DIPS TO MATCH DUCTILE IRON PIPE SIZING.



06/02/2022
Arnold Gonzales, Jr.



VOLKERT
F-12679



**IH 35 CAPITAL EXPRESS
CITY OF ROUND ROCK
BETTERMENT
PLAN AND PROFILE**

SHEET 2 OF 4

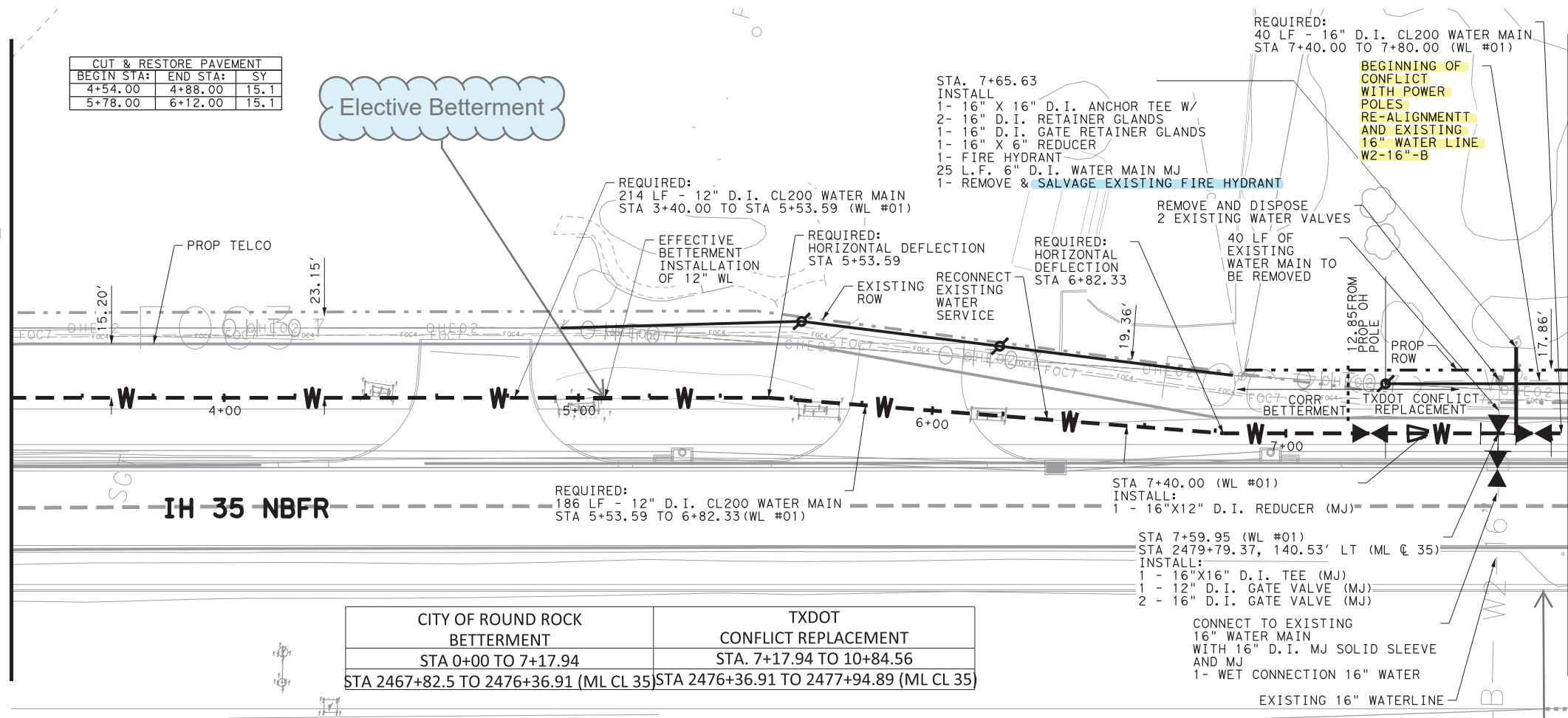
CONT	SECT	JOB	HIGHWAY
0015	10	062, ETC.	IH 35
DIST	COUNTY	SHEET NO.	
AUS	TRAVIS	4444	

DATE: 02-JUN-2022 20:31
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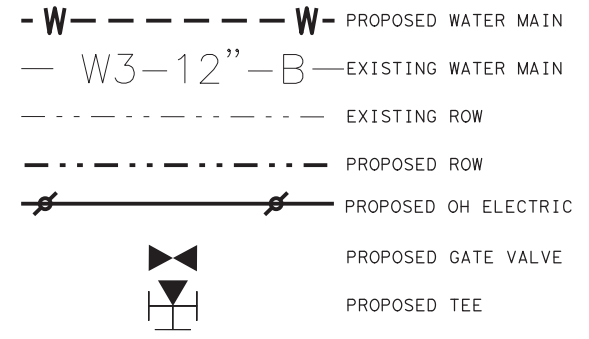
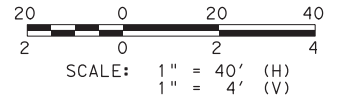
BEGIN STA:	END STA:	SY
4+54.00	4+88.00	15.1
5+78.00	6+12.00	15.1

Elective Betterment

MATCH LINE STA 3+40
STA 2470+59.82 (ML C 35)

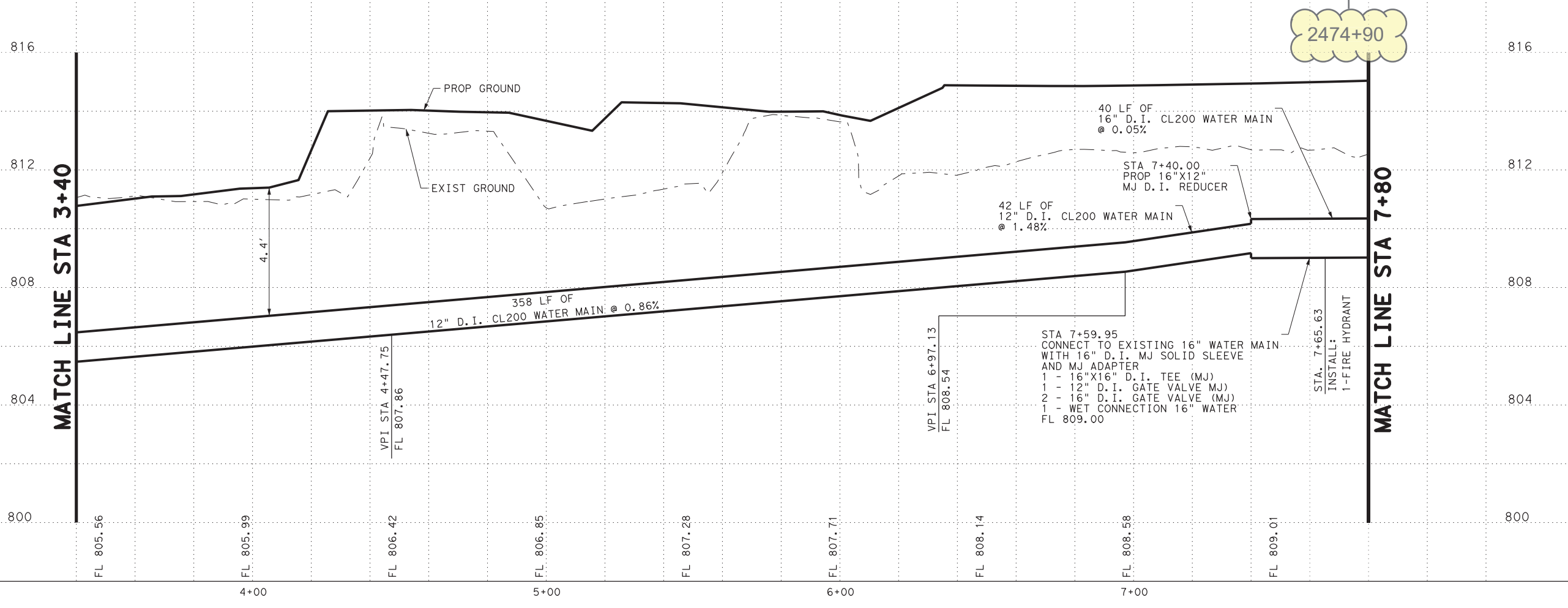


CITY OF ROUND ROCK BETTERMENT	TXDOT CONFLICT REPLACEMENT
STA 0+00 TO 7+17.94	STA. 7+17.94 TO 10+84.56
STA 2467+82.5 TO 2476+36.91 (ML CL 35)	STA 2476+36.91 TO 2477+94.89 (ML CL 35)

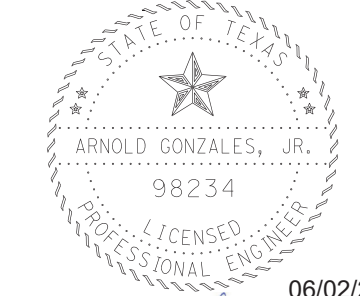


- NOTES:
- ALL WATERLINE BENDS, FITTINGS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY ELEVATIONS PRIOR TO CONSTRUCTION.
 - STATIONING BASED ON IH-35 MAINLANE ALIGNMENT

DATE: 02-JUN-2022 20:31
FILE: Projects\1048600 - CAPEX North\5 - Utilities\NCAPEX_PROP_WATERLINE CORR_002.dgn



2474+90



06/02/2022

Arnold Gonzales, Jr.

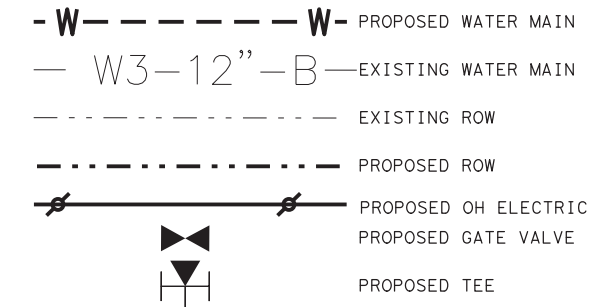
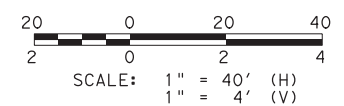
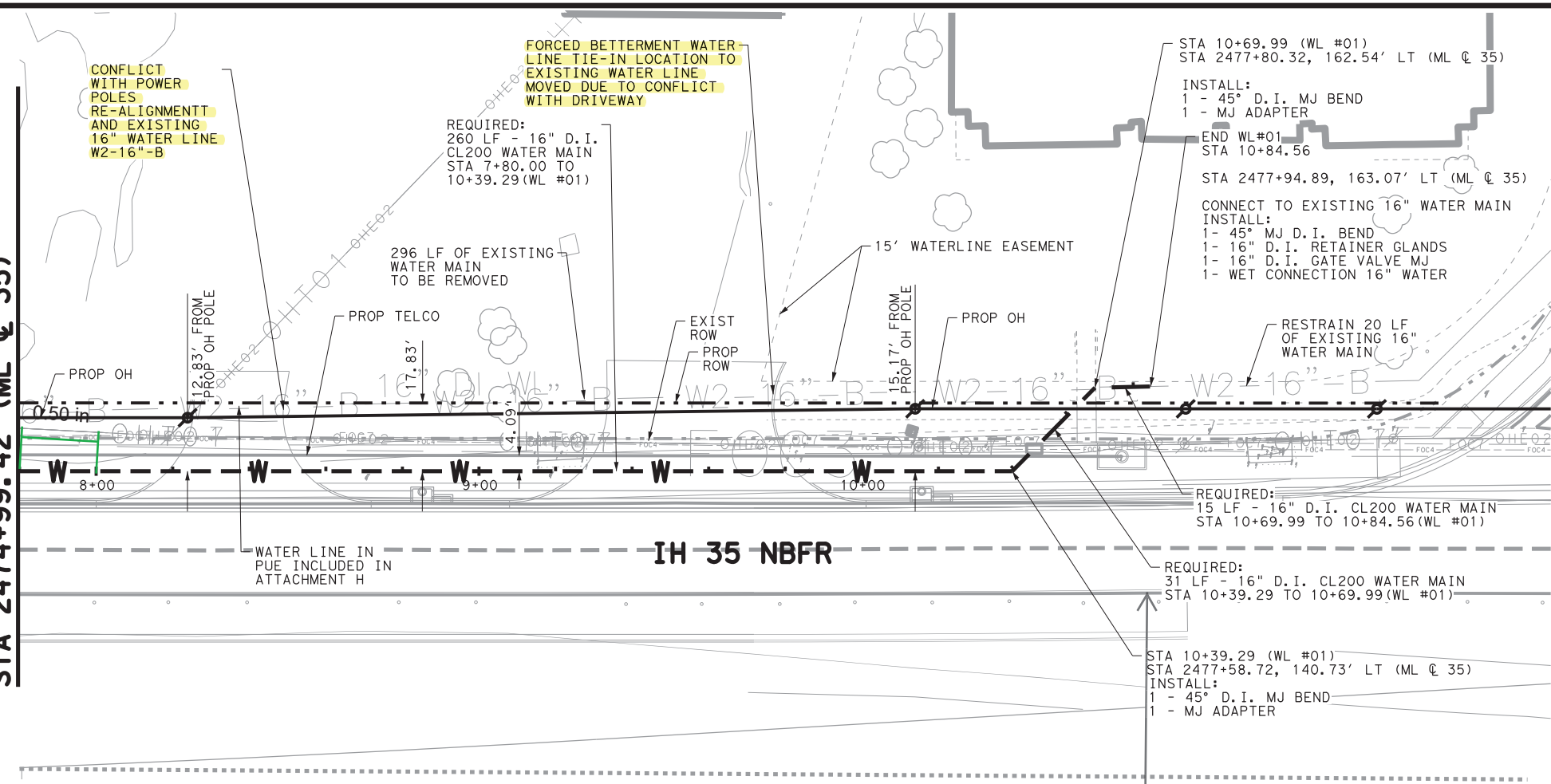


**IH 35 CAPITAL EXPRESS
CITY OF ROUND ROCK
BETTERMENT
PLAN AND PROFILE**

SHEET 3 OF 4			
CONT	SECT	JOB	HIGHWAY
0015	10	062, ETC.	IH 35
DIST	COUNTY	SHEET NO.	
AUS	TRAVIS	4445	

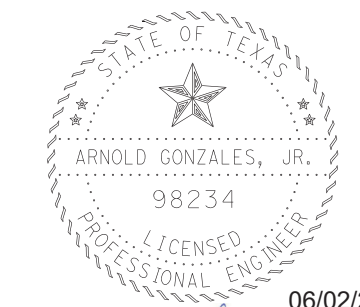
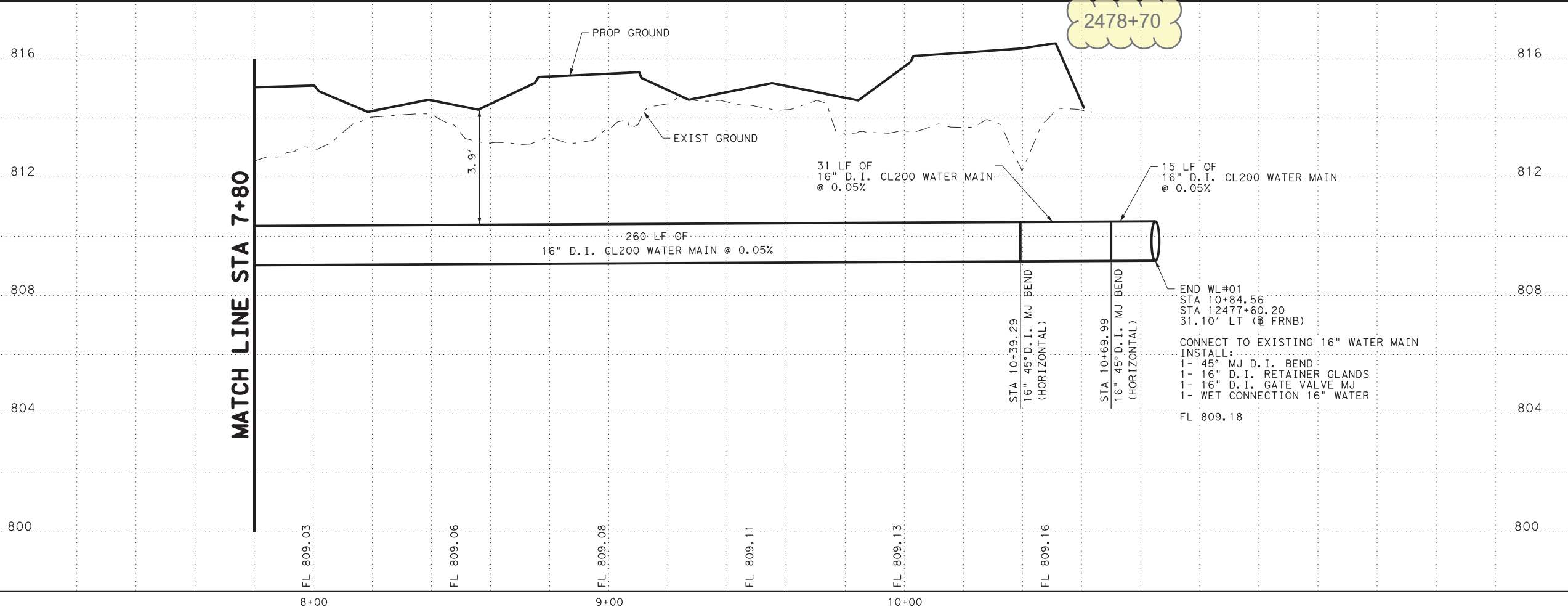
CUT & RESTORE PAVEMENT		
BEGIN STA:	END STA:	SY
8+18.00	8+52.00	15.1
9+26.00	9+82.00	26.2
10+40.00	10+84.56	19.8

MATCH LINE STA 7+80 (ML @ 35)
STA 2474+99.42 (ML @ 35)



- NOTES:**
- ALL WATERLINE BENDS, FITTINGS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY ELEVATIONS PRIOR TO CONSTRUCTION.
 - STATIONING BASED ON IH-35 MAINLANE ALIGNMENT

MATCH LINE STA 7+80



06/02/2022

Arnold Gonzales, Jr.



VOLKERT
F-12679



**IH 35 CAPITAL EXPRESS
CITY OF ROUND ROCK
BETTERMENT
PLAN AND PROFILE**

SHEET 4 OF 4

CONT	SECT	JOB	HIGHWAY
0015	10	062, ETC.	IH 35
DIST		COUNTY	SHEET NO.
AUS		TRAVIS	4446

DATE: 02-JUN-2022 20:32
FILE: Projects\1048600 - CAPEX North\5 - Utilities\NCAPEX_PROP_WATERLINE CORR_003.dgn

Utility Adjustment for TxDOT Project

TxDOT STANDARD
SUA ESTIMATE
6/2021

City of Round Rock - Water
IH 35 CapEx North - SH 45N to US 290E

RCSJ: 0015-10-065 &
0015-13-406
Utility ID#: U00009528
UNUMBER: NA

ESTIMATE for PROPOSED INCLUDING BETTERMENT

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit

TxDOT Bid Item #	Line Item / Item Description	Unit	Quantity	\$/Unit	Total	
Materials & Labor provided by TxDOT - JOINT BID						
	CUT & RESTORE PAVEMENT	SQ. YDS	91	\$130.00	\$ 11,869.00	
	TRENCH EXCAVATION PROTECTION	LF	885	\$4.00	\$ 3,540.00	
*	WTR (RESTRAINED JOINT) (DI) 12" (ALL DEPTHS)	LF	545	\$135.00	\$ 73,575.00	
*	WTR (RESTRAINED JOINT) (DI) 16" (ALL DEPTHS)	LF	345	\$140.00	\$ 48,300.00	
	BORE OR JACK PIPE (16" HDPE DR 11) 12"					
	WATER LINE ENCASUREMENT PIPE	LF	200	\$330.00	\$ 66,000.00	
*	VALVE (GATE) (12")	EA	4	\$3,500.00	\$ 14,000.00	
	HDPE TO DI ADAPTER (MEGALUG)	EA	2	\$200.00	\$ 400.00	
*	VALVE (GATE) (16")	EA	3	\$6,500.00	\$ 19,500.00	
	WET CONNECTION 12" DIA X 12" DIA	EA	1	\$5,000.00	\$ 5,000.00	
	WET CONNECTION 16" DIA X 16" DIA	EA	2	\$8,000.00	\$ 16,000.00	
*	FIRE HYDRANT	EA	1	\$5,000.00	\$ 5,000.00	
	FH WTR SERVICE CONNECTION (6")	LF	25	\$75.00	\$ 1,875.00	
	RMV AND SALVAGE EXIST FIRE HYDRANT	EA	1	\$500.00	\$ 500.00	
	DI FITTINGS	TON	3	\$6,000.00	\$ 18,000.00	
	ABND/RMV/DISPOSE EXIST LINE (ALL TY/SZ)	LF	336	\$20.00	\$ 6,720.00	
	REMOVE AND DISPOSE EXIST WATER VALVE	EA	2	\$1,000.00	\$ 2,000.00	
	WATER MAIN TESTING & DISINFECTION	LF	1,090	\$2.00	\$ 2,180.00	
	RESTRAIN EXIST WATERLINE (ALL TY/SZ)	EA	40	\$95.00	\$ 3,800.00	
					SUBTOTAL	\$ 298,259.00
MATERIALS SUBTOTAL					\$	298,259.00

* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.						
X	Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.			Sum of De Minimus Items	\$0.00	
Internal Labor Costs - documented with Certified Ledger at payment.						
					SUBTOTAL	\$ -
External Labor Costs - documented with Invoices and / or checks						
LABOR SUBTOTAL					\$	-

Line Item / Item Description	Unit	Quantity	\$/Unit	Total	
Engineering Procured by TxDOT - 100% eligiibty required					
Sr. Tech Advisor	HR	12	\$211.25	\$ 2,535.00	
Quality Manager	HR	24	\$197.58	\$ 4,741.92	
Sr. Engineer	HR	84	\$189.98	\$ 15,958.32	
Project Engineer	HR	180	\$151.98	\$ 27,356.40	
EIT	HR	260	\$104.87	\$ 27,266.20	
Sr. Eng Tech	HR	12	\$112.71	\$ 1,352.52	
Sr. CADD Operator	HR	28	\$106.39	\$ 2,978.92	
CADD Operator	HR	160	\$88.15	\$ 14,104.00	
Admin/ Clerical	HR	4	\$60.79	\$ 243.16	
				SUBTOTAL	\$ 96,536.44

Internal Engineering - Costs Documented with Certified Ledger at payment.						
					SUBTOTAL	\$ -
Internal Survey / Landman						
					SUBTOTAL	\$ -
Internal Inspection						
					SUBTOTAL	\$ -
Internal Administration						
					SUBTOTAL	\$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
OVERHEAD (%)			Enter % if applicable	0.00%	\$ -	
					SUBTOTAL	\$ -

External Engineering - Cost documented with INVOICES and / or CHECKS						
Project Manager	HR	28	\$243.31	\$ 6,812.68		
Deputy Project Manager	HR	6	\$215.02	\$ 1,290.12		
Project Engineer	HR	56	\$161.26	\$ 9,030.56		
Sr. Engineering Tech	HR	78	\$113.17	\$ 8,827.26		
Admin/Clerical	HR	6	\$70.73	\$ 424.38		
Reimbursables	EA	1	\$500.00	\$ 500.00		
				SUBTOTAL	\$ 26,885.00	
External Survey/ Landman						
					SUBTOTAL	\$ -
External Inspection						
					SUBTOTAL	\$ -

Engineering / Administration / Inspection SUBTOTAL **\$ 123,421.44**

SUMMARY:	
TOTAL PROJECT COST	\$ 421,680.44
Amount Payable in TxDOT Contract (Joint Bid)	\$ 394,795.44
Gross Reimbursable to Utility	\$ 26,885.00
Amount Due to TxDOT Via an Advance Funding Agreement	\$ 197,674.08
SALVAGE (existing fire hydrant assembly 500 lbs X \$.10) and/or Depreciation CREDIT \$ 50.00	
BETTERMENT RATIO 50.07%	Ratio Deduction \$ 13,461.32
Amount reimbursable after Betterment and Salvage Credit	\$ 13,373.68
ELIGIBILITY RATIO 100.00%	
NET REIMBURSEMENT TO UTILITY	\$ 13,373.68



Mayor
Craig Morgan

Councilmembers
Michelle Ly
Matthew Baker
Frank Ortega
Kristin Stevens
Hilda Montgomery

City Manager
Laurie Hadley

Mayor Pro-Tem
Rene Flores

City Attorney
Stephan L. Sheets

August 20, 2021

Brian Young
LJA Engineering
7500 Rialto Boulevard, Building II, Suite 100
Austin, TX 78735

RE: NCAPEX I-35 Betterment- City of Round Rock Reimbursement

Mr. Young,

The City of Round Rock will not be seeking City personnel costs within the Standard Utility Agreement between the City of Round Rock and the Texas Department of Transportation regarding the NCAPEX I-35 Betterment Project & the proposed Highway Project.

Sincerely,

Kaitlyn Saucedo
Engineer - Associate
City of Round Rock

Attachment “B” Accounting Method

Actual Cost Method of Accounting

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

Lump Sum Method of Accounting

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

Initial Date
TxDOT

Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date: 11/01/2023 ,
(subject to physical work restrictions prior to the issuance
of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 90

Estimated Completion Date: 01/31/2024

Initial Date
TxDOT

Initial Date
Utility

Attachment "D" Statement Covering Contract Work

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

Construction Contract:

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

Engineering Contract:

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

Initial Date
TxDOT

Initial Date
Utility



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

U-Number: Utility ID: U00009528
ROW CSJ Number: 0015-10-065; 0015-13-406 District: Austin
County: TRAVIS Highway No.: IH 35
Federal Project No.: F 2022(459)

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

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

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed. Associated bid tabulations will be provided to the State.
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to
the State. Such presently known contractors are listed below:
1.
2.
3.
4.
5.
C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for Owner and under which the lowest available costs are developed. The existing continuing contract will be made
available to the State for review at a location mutually acceptable to the Owner and the State. If only part of the
contract work is to be done under an existing contract, give detailed information by attachment hereto.
D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract
awarded by the State. In the best interest of both the State and the Owner, the Owner requests the State to include
the plans and specifications for this work in the general contract for construction of Highway IH 35
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the
terms of which are incorporated herein by reference.

Signature
Mayor
Title

Date

**Statement Covering Utility Construction Contract Work – In the State’s
Highway Construction Contract
(As Referenced in Form ROW-U-48, Option E)**

Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along _____.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation’s North Travis _____ Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the _____ Water _____ line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed work area during construction, and the relocation of _____ Water and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing _____ Water lines during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility’s staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the Water relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

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

- Utility Joint Use Agreement (ROW-U-JUA)

- Utility Installation Review/Permit Number:

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 100.00 %

- Non-interstate Highway (Calculations attached)
- Interstate Highway

ROW Utility Manual Chapter 8, Section 2

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

Please see example of eligibility ratio calculations below.

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

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

Initial _____ Date _____
 TxDOT

Initial _____ Date _____
 Utility

Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: 50.06% %
(Calculation attached and justification below)

- Forced Betterment
(Provide supporting documentation)

- Not Applicable

Elective betterment justification statement:

THE CITY HAS A SECTION (GAP) BETWEEN THE WATERLINE CROSSING NORTH OF GREENLAWN BLVD AND WATERLINE SERVING THE ROUND ROCK CROSSING SHOPPING MALL (NBFR). THIS ELECTIVE BETTERMENT IS TO FILL IN THIS GAP WHICH WILL ASSIST WITH WATER SYSTEM EFFECTENCY AND LOOPING.

Initial Date
TxDOT

Initial Date
Utility

Utility Adjustment for TxDOT Project

TxDOT STANDARD
SUA ESTIMATE
6/2021

Comparative Estimate

City of Round Rock - Water
IH 35 CapEx North - SH 45N to US 290E

RCSJ: 0015-10-065 &
0015-13-406
Utility ID#: U00009528
UNNUMBER: NA

- ESTIMATE INCLUDING BETTERMENT
- ACTUAL COST
- SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

IN-KIND ("as is") UTILITY ADJUSTMENT

PROPOSED UTILITY ADJUSTMENT INCLUDING BETTERMENT

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Materials & Labor provided by TxDOT - JOINT BID				
CUT & RESTORE PAVEMENT	SQ. YDS	63.30	\$130.00	\$ 8,229.00
TRENCH EXCAVATION PROTECTION	0	346	\$4.00	\$ 1,384.00
* WTR (RESTRAINED JOINT) (DI) 12" (ALL DEPTHS)	LF	0	\$135.00	\$ -
* WTR (RESTRAINED JOINT) (DI) 16" (ALL DEPTHS)	LF	346	\$140.00	\$ 48,440.00
BORE OR JACK PIPE (16" HDPE DR 11) 12" WATER LINE ENCASUREMENT PIPE	LF	0	\$400.00	\$ -
* VALVE (GATE) (12")	EA	0	\$3,500.00	\$ -
HDPE TO DI ADAPTER (MEGALUG)	EA	0	\$200.00	\$ -
* VALVE (GATE) (16")	EA	3	\$6,500.00	\$ 19,500.00
WET CONNECTION 12" DIA X 12" DIA	EA	0	\$5,000.00	\$ -
WET CONNECTION 16" DIA X 16" DIA	EA	2	\$8,000.00	\$ 16,000.00
* FIRE HYDRANT	EA	1	\$5,000.00	\$ 5,000.00
FH WTR SERVICE CONNECTION (6")	LF	25	\$75.00	\$ 1,875.00
RMV AND SALVAGE EXIST FIRE HYDRANT	EA	1	\$500.00	\$ 500.00
DI FITTINGS	TON	0.30	\$6,000.00	\$ 1,800.00
ABND/RMV/DISPOSE EXIST LINE (ALL TY/SZ)	LF	336	\$20.00	\$ 6,720.00
REMOVE AND DISPOSE EXIST WATER VALVE	EA	2	\$1,000.00	\$ 2,000.00
WATER MAIN TESTING & DISINFECTION	LF	346	\$2.00	\$ 692.00
RESTRAIN EXIST WATERLINE (ALL TY/SZ)	EA	20	\$95.00	\$ 1,900.00
SUBTOTAL				\$ 114,040.00
MATERIALS & LABOR SUBTOTAL				\$ 114,040.00

Unit	Quantity	\$/Unit	Total
SQ. YDS	91	\$130.00	\$ 11,869.00
LF	885	\$4.00	\$ 3,540.00
LF	545	\$135.00	\$ 73,575.00
LF	345	\$140.00	\$ 48,300.00
LF	200	\$330.00	\$ 66,000.00
EA	4	\$3,500.00	\$ 14,000.00
EA	2	\$200.00	\$ 400.00
EA	3	\$6,500.00	\$ 19,500.00
EA	1	\$5,000.00	\$ 5,000.00
EA	2	\$8,000.00	\$ 16,000.00
EA	1	\$5,000.00	\$ 5,000.00
LF	25	\$75.00	\$ 1,875.00
EA	1	\$500.00	\$ 500.00
TON	3	\$6,000.00	\$ 18,000.00
LF	336	\$20.00	\$ 6,720.00
EA	2	\$1,000.00	\$ 2,000.00
LF	1,090	\$2.00	\$ 2,180.00
EA	40	\$95.00	\$ 3,800.00
SUBTOTAL			\$ 298,259.00
MATERIALS & LABOR SUBTOTAL			\$ 298,259.00

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items	\$0.00
-------------------------	--------

	\$0.00
--	--------

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Engineering Procured by TxDOT - 100% eligibility required				
Sr. Tech Advisor	HR	12	\$211.25	\$ 2,535.00
Quality Manager	HR	24	\$197.58	\$ 4,741.92
Sr. Engineer	HR	84	\$189.98	\$ 15,958.32
Project Engineer	HR	180	\$151.98	\$ 27,356.40
EIT	HR	260	\$104.87	\$ 27,266.20
Sr. Eng Tech	HR	12	\$112.71	\$ 1,352.52
Sr. CADD Operator	HR	28	\$106.39	\$ 2,978.92
CADD Operator	HR	160	\$88.15	\$ 14,104.00
Admin/ Clerical	HR	4	\$60.79	\$ 243.16
SUBTOTAL				\$ 96,536.44
Internal Engineering - Costs Documented with Certified Ledger at payment.				
SUBTOTAL				\$ -
Internal Inspection				
SUBTOTAL				\$ -
Internal Administration				
SUBTOTAL				\$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead				
SUBTOTAL				\$ -
External Engineering - Cost documented with INVOICES and / or CHECKS				
Project Manager	HR	0	\$0.00	\$ -
Deputy Project Manager	HR	0	\$0.00	\$ -
Project Engineer	HR	0	\$0.00	\$ -
Sr. Engineering Tech	HR	0	\$0.00	\$ -
Admin/Clerical	HR	0	\$0.00	\$ -
Reimbursables	EA	0	\$0.00	\$ -
SUBTOTAL				\$ -
External Survey/ Landman				
SUBTOTAL				\$ -
External Inspection				
SUBTOTAL				\$ -
Engineering / Administration / Inspection SUBTOTAL				\$ 96,536.44

Unit	Quantity	\$/Unit	Total
HR	12	\$211.25	\$ 2,535.00
HR	24	\$197.58	\$ 4,741.92
HR	84	\$189.98	\$ 15,958.32
HR	180	\$151.98	\$ 27,356.40
HR	260	\$104.87	\$ 27,266.20
HR	12	\$112.71	\$ 1,352.52
HR	28	\$106.39	\$ 2,978.92
HR	160	\$88.15	\$ 14,104.00
HR	4	\$60.79	\$ 243.16
SUBTOTAL			\$ 96,536.44
SUBTOTAL			\$ -
SUBTOTAL			\$ -
SUBTOTAL			\$ -
SUBTOTAL			\$ -
SUBTOTAL			\$ -
SUBTOTAL			\$ -
SUBTOTAL			\$ -
SUBTOTAL			\$ 123,421.44

SUMMARY:		IN-KIND ("as is") UTILITY ADJUSTMENT	PROPOSED UTILITY ADJUSTMENT INCLUDING BETTERMENT
TOTAL PROJECT COST		\$ 210,576.44	\$ 421,680.44
Amount Payable in TxDOT Contract (Joint Bid)		\$ 210,576.44	\$ 394,795.44
Gross Reimbursable to Utility		\$ -	\$ 26,885.00
Amount Due to TxDOT Via an Advance Funding Agreement		\$ -	\$ 197,674.08
SALVAGE (existing fire hydrant assembly 500 lbs X \$.10) and/or Depreciation CREDIT		\$ 50.00	\$ 50.00
BETTERMENT RATIO	0.00%	Ratio Deduction	\$ -
Amount reimbursable after Betterment and Salvage Credit		\$ (50.00)	\$ 13,461.32
ELIGIBILITY RATIO	100.00%	Eligibility Ratio	\$ 13,373.68
NET REIMBURSEMENT TO UTILITY		\$ (50.00)	\$ 13,373.68

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment.
Please attach both estimates.

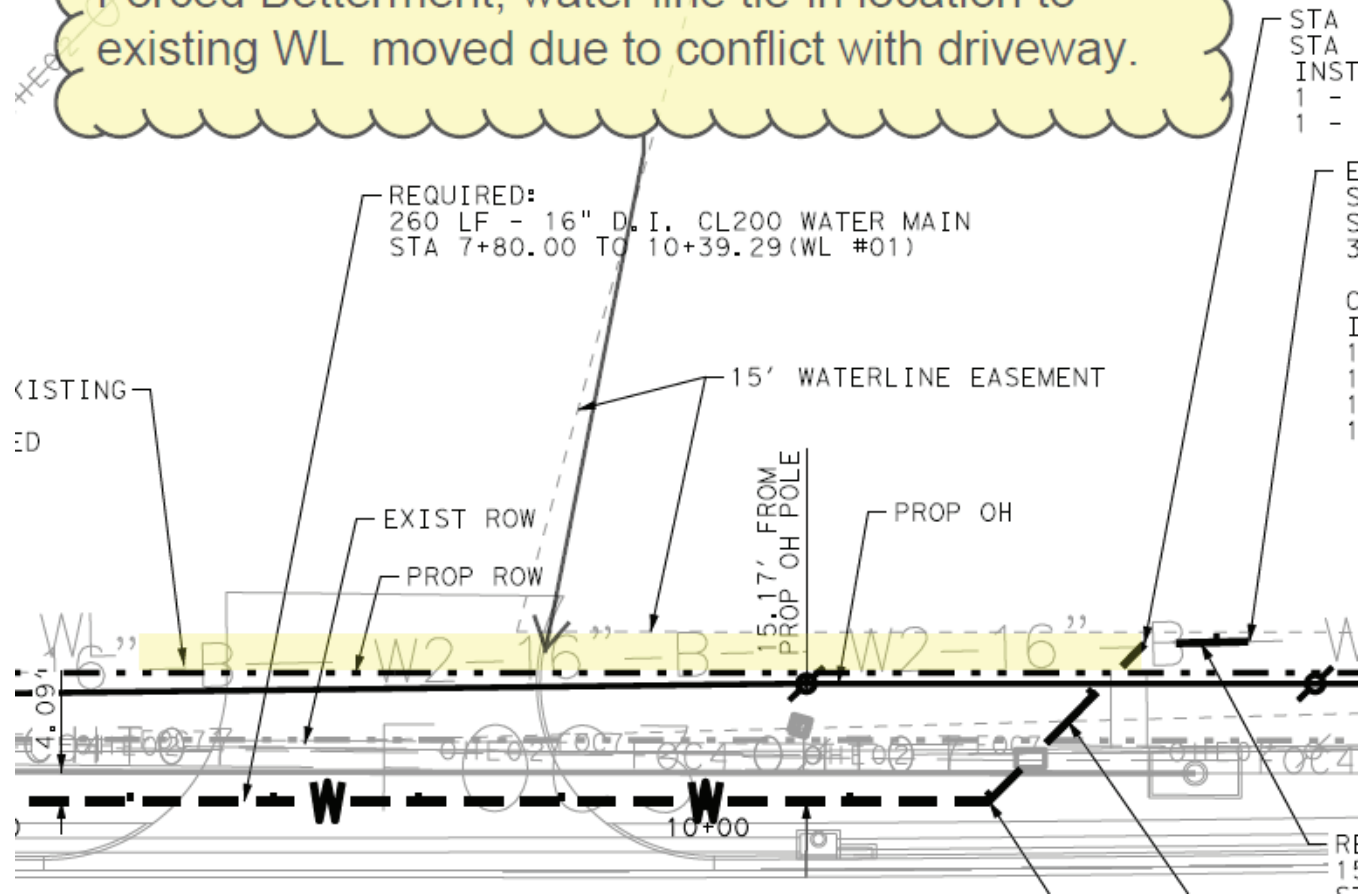
The total estimated cost of the project **INCLUDING BETTERMENT**

The total estimated cost of the project **NOT** including **BETTERMENT**

THE AMOUNT OF BETTERMENT

The **BETTERMENT RATIO IS:**

Forced Betterment, water line tie-in location to existing WL moved due to conflict with driveway.



Attachment “H” Proof of Property Interest

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

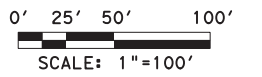
Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

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

Initial Date
TxDOT

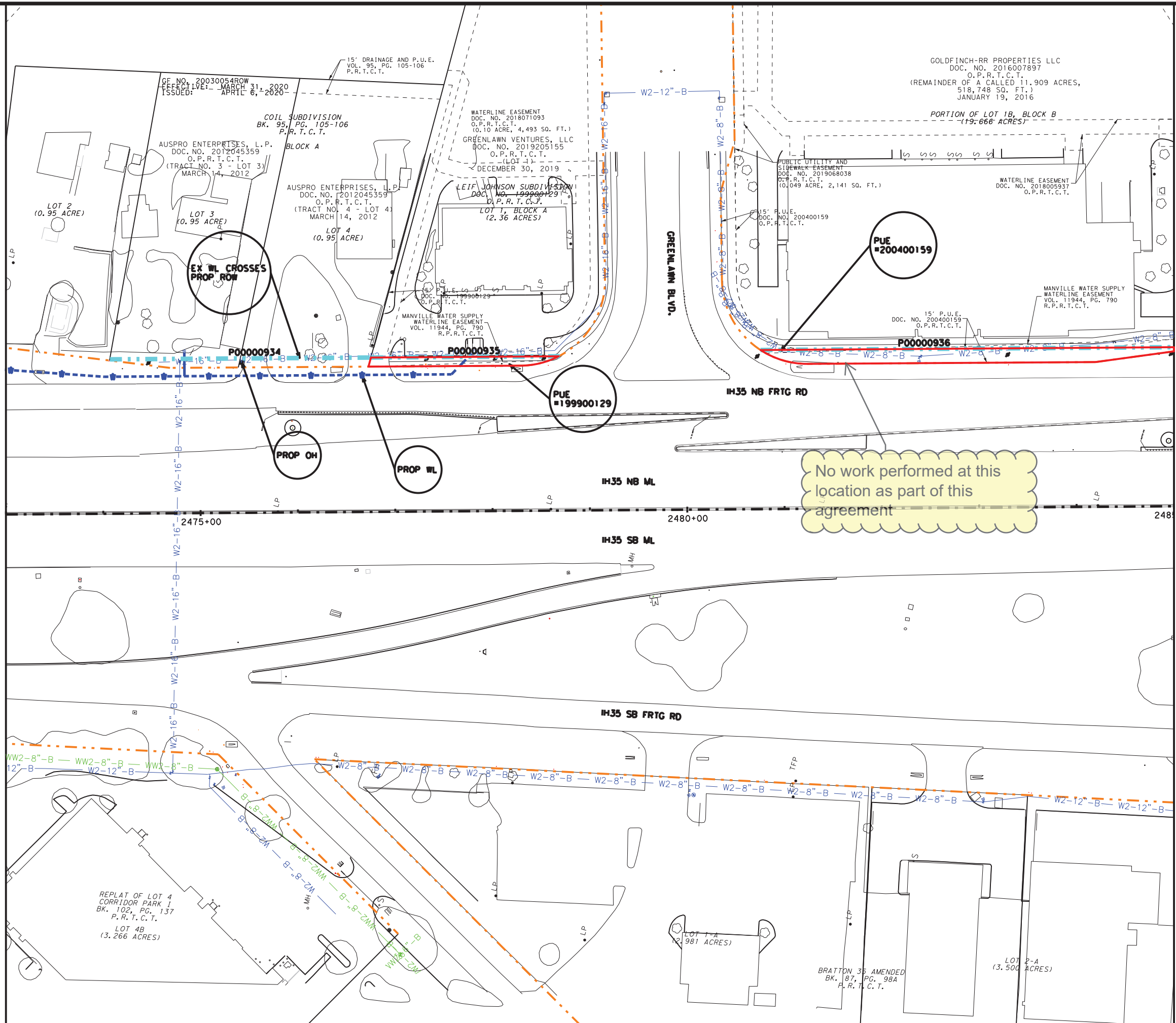
Initial Date
Utility



- W1-48"-Ø W1: COA WATERLINE
- WW1-8"-Ø WW1: COA WASTEWATER LINE
- W2-16"-Ø W2: CORR WATERLINE
- WW2-21"-Ø WW2: CORR WASTEWATER LINE
- W3-12"-Ø W3: WINDERMERE WATERLINE
- - - PROP ROW
- - - EXIST ROW
- QUICKCLAIM DEED
- JOINT-USE
- PUE
- P#: PARCEL NO.

MATCHLINE STA 2473+00

MATCHLINE STA 2485+00



No work performed at this location as part of this agreement



LJA Engineering, Inc.
 FRN-F-1388



**IH35 CAPITAL EXPRESS
 UTILITY EASEMENTS
 STA 2473+00 TO STA 2485+00**

SHEET 2 OF 43

CONT	SECT	JOB	HIGHWAY
0015	10	062, ETC	IH35
DIST		COUNTY	SHEET NO.
AUS		TRAVIS	