

EXHIBIT
"A"

STANDARD UTILITY AGREEMENT

U Number: Utility ID:

District:
Federal Project No.:
ROW CSJ:
Highway Project Letting Date:

County:
Highway:
From:
To:

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and _____, ("**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:

; 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 \$ _____ 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:

Name of Utility

Director of TP&D (or designee), District

By:

Authorized Signature

Print or Type Name

Title:

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:

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

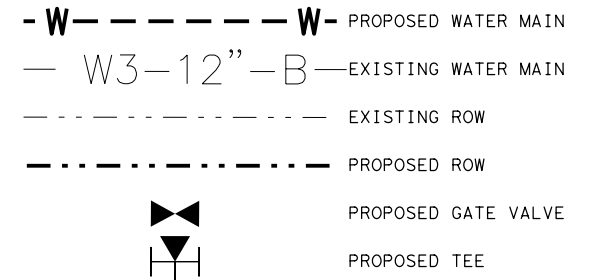
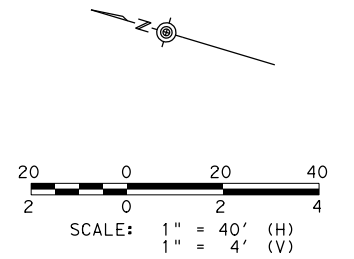
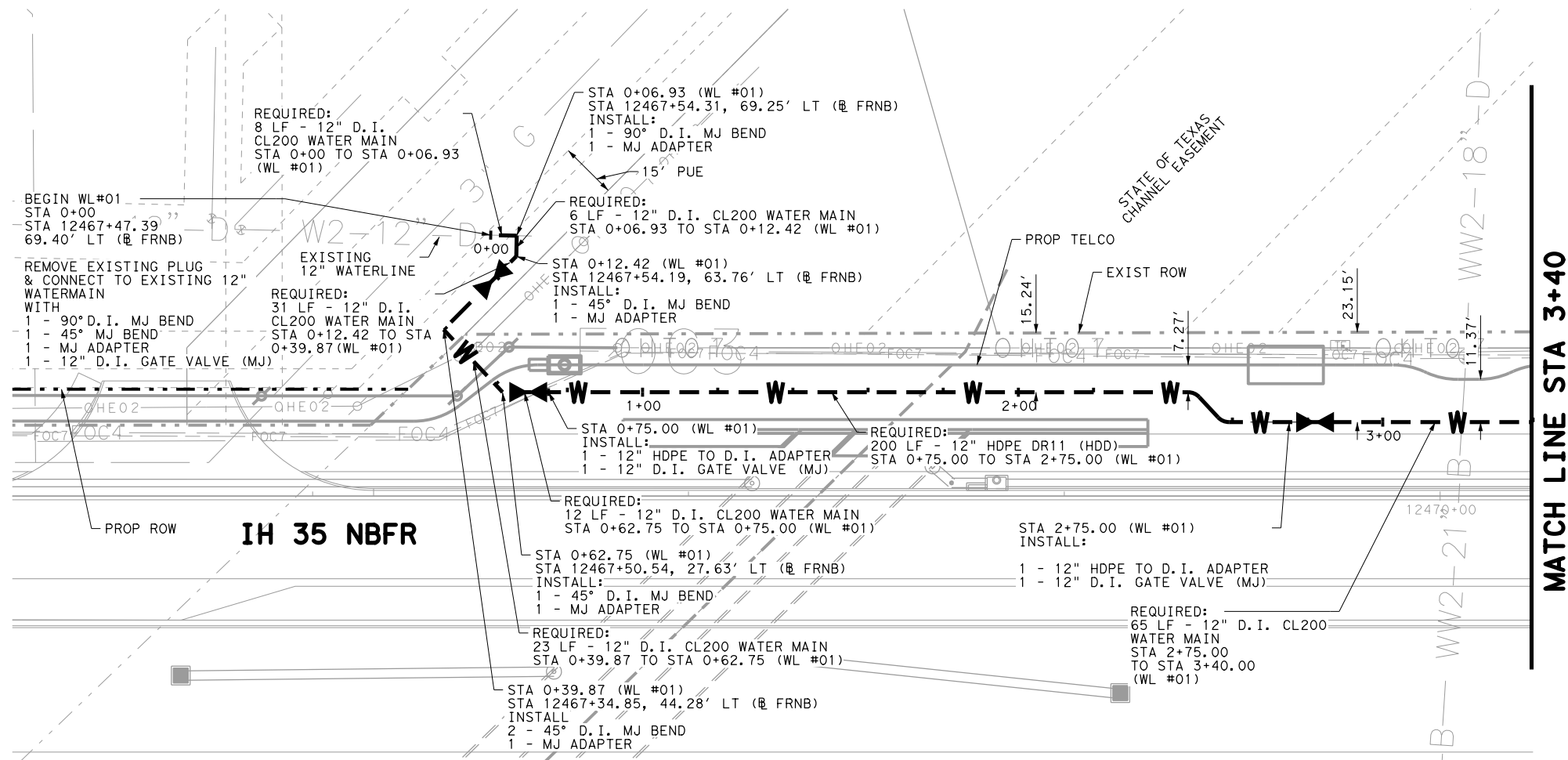
All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- ☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- ☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis 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: 29-SEP-2021 20:27
FILE: Projects\1048600 - CAPEX North\5 - Utilities\NCAPEX_PROP_WATERLINE_CORR_001.dgn





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

FOR PROFILE VIEW SEE SHEET 2 OF 4

NOT FOR CONSTRUCTION

DOCUMENT FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

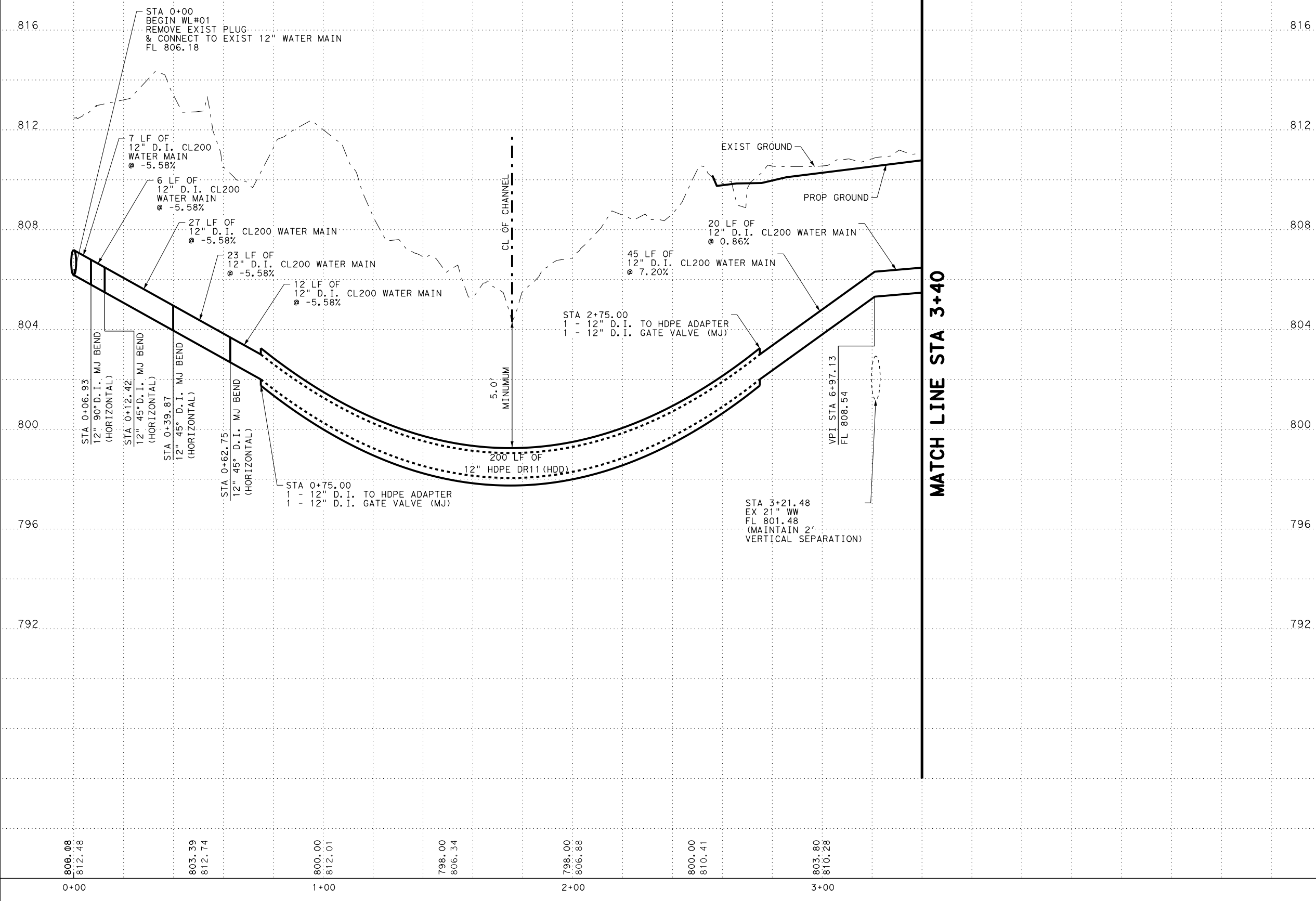
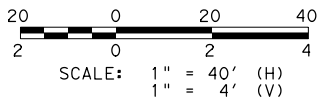
ARNOLD GONZALES, JR.
No. 98234


VOLKERT
F-12679
© 2021

**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 | 3902 | |

DATE: 29-SEP-2021 20:26
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FOR PLAN VIEW SEE SHEET 1 OF 4

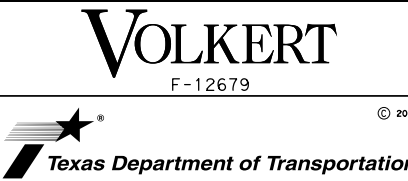


- NOTES:
1. ALL WATERLINE BENDS, FITTINGS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY ELEVATIONS PRIOR TO CONSTRUCTION.
 3. HDPE PIPE SHALL BE SIZED USING DIPS TO MATCH DUCTILE IRON PIPE SIZING.

NOT FOR CONSTRUCTION

DOCUMENT FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ARNOLD GONZALES, JR.
No. 98234



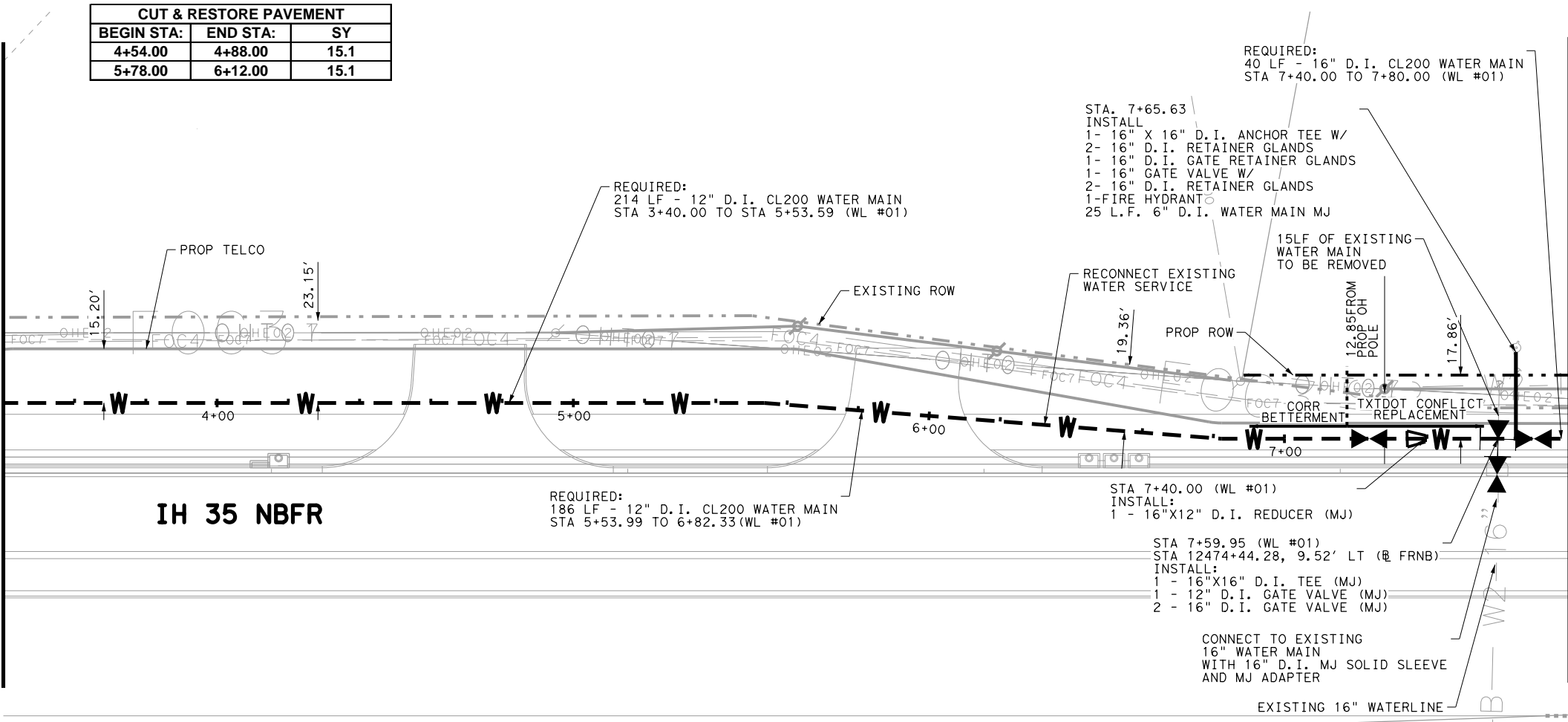
**IH 35 CAPITAL EXPRESS
CITY OF ROUND ROCK
BETTERMENT
PLAN AND PROFILE**

| | | | |
|--------------|--------|-----------|-----------|
| SHEET 2 OF 4 | | | |
| CONT | SECT | JOB | HIGHWAY |
| 0015 | 10 | 062, ETC. | IH 35 |
| DIST | COUNTY | | SHEET NO. |
| AUS | TRAVIS | | 3903 |

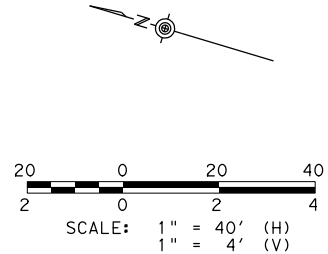
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MATCH LINE STA 3+40

| CUT & RESTORE PAVEMENT | | |
|------------------------|----------|------|
| BEGIN STA: | END STA: | SY |
| 4+54.00 | 4+88.00 | 15.1 |
| 5+78.00 | 6+12.00 | 15.1 |



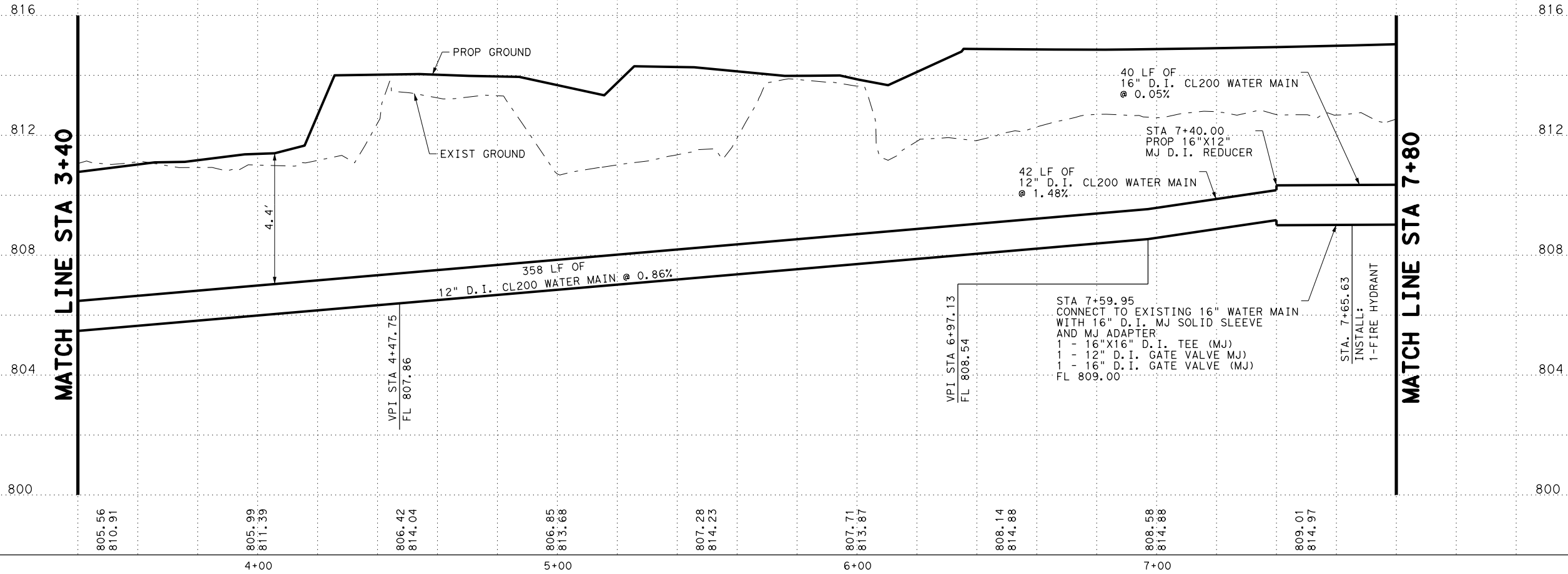
MATCH LINE STA 7+80



- W - - - - - W - PROPOSED WATER MAIN
- W3-12\" - B - EXISTING WATER MAIN
- - - - - EXISTING ROW
- - - - - PROPOSED ROW
 PROPOSED GATE VALVE
 PROPOSED TEE

- NOTES:
- ALL WATERLINE BENDS, FITTINGS, AND VALVES TO BE RESTRAINED AND THRUST BLOCKED.
 - CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY ELEVATIONS PRIOR TO CONSTRUCTION.

MATCH LINE STA 3+40



MATCH LINE STA 7+80

NOT FOR CONSTRUCTION

DOCUMENT FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

ARNOLD GONZALES, JR.
No. 98234



**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 | | 3904 |

Utility Adjustment for TxDOT Project

TXDOT STANDARD
SUA ESTIMATE

Comparative Estimate

CITY OF ROUND ROCK
NCAPEX IH35RCSJ: 0-065 / CCSJ 0015-10-462; RCSJ 0015- 6/2021CSJ 0015-13-389
Utility ID#: U00009528
UNNUMBER:☒ 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

Percent of Difference

-53.0%

| Line Item / Item Description | Unit | Quantity | \$/Unit | Total |
|--|---------|----------|------------|---------------|
| Materials & Labor provided by TxDOT - JOINT BID | | | | |
| CUT & RESTORE PAVEMENT | SQ. YDS | 81.3 | \$130.00 | \$ 10,569.00 |
| TRENCH EXCAVATION PROTECTION | LF | 884.1 | \$4.00 | \$ 3,536.40 |
| WTR (RESTRAINED JOINT) (DI) 12" (ALL DEPTHS) | LF | 745.0 | \$135.00 | \$ 100,575.00 |
| WTR (RESTRAINED JOINT) (DI) 16" (ALL DEPTHS) | LF | 346.0 | \$140.00 | \$ 48,440.00 |
| BORE OR JACK PIPE (HDPE DR 11) 12" | LF | 200.0 | \$330.00 | \$ 66,000.00 |
| VALVE (GATE) (12") | EA | 4.0 | \$3,500.00 | \$ 14,000.00 |
| HDPE TO DI ADAPTER (MEGALUG) | EA | 2.0 | \$200.00 | \$ 400.00 |
| VALVE (GATE) (16") | EA | 4.0 | \$6,500.00 | \$ 26,000.00 |
| WET CONNECTION 12" DIA X 12" DIA | EA | 1.0 | \$5,000.00 | \$ 5,000.00 |
| WET CONNECTION 16" DIA X 16" DIA | EA | 2.0 | \$8,000.00 | \$ 16,000.00 |
| FIRE HYDRANT | EA | 1.0 | \$5,000.00 | \$ 5,000.00 |
| FH WTR SERVICE CONNECTION (6") | LF | 25.0 | \$75.00 | \$ 1,875.00 |
| RMV AND SALVAGE EXIST FIRE HYDRANT | EA | 1.0 | \$500.00 | \$ 500.00 |
| DI FITTINGS (TON) | EA | 3.0 | \$6,000.00 | \$ 18,000.00 |
| ABND/RMV/DISPOSE EXIST LINE (ALL TY/SZ) | LF | 336.0 | \$20.00 | \$ 6,720.00 |
| REMOVE AND DISPOSE EXIST WATER VALVE | EA | 2.0 | \$1,000.00 | \$ 2,000.00 |
| WATER MAIN TESTING & DISINFECTION | LF | 1091.0 | \$2.00 | \$ 2,182.00 |
| RESTRAIN EXIST WATERLINE (ALL TY/SZ) | EA | 40.0 | \$95.00 | \$ 3,800.00 |
| SUBTOTAL | | | | \$ 330,597.40 |

| | | | | |
|---|-----------------------|-------|----|------------|
| Internally Supplied Materials - documented with Certified Ledger at Payment | | | | |
| | | | \$ | - |
| | | | \$ | - |
| OVERHEAD (%) | Enter % if applicable | 0.00% | \$ | - |
| SUBTOTAL | | | \$ | - |
| Externally Acquired Materials - documented with Invoices and/or Checks | | | | |
| | | | \$ | - |
| | | | \$ | - |
| SUBTOTAL | | | \$ | - |
| MATERIALS SUBTOTAL | | | \$ | 330,597.40 |

* 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 |
|-------------------------|--------|

| Line Item / Item Description | Unit | Quantity | \$/Unit | Total |
|---|-----------------------|----------|---------|-------|
| Internal Labor Costs - documented with Certified Ledger at payment. | | | | |
| | | | \$ | - |
| | | | \$ | - |
| OVERHEAD (%) | Enter % if applicable | 0.00% | \$ | - |
| SUBTOTAL | | | \$ | - |
| External Labor Costs - documented with Invoices and / or checks | | | | |
| | | | \$ | - |
| | | | \$ | - |
| SUBTOTAL | | | \$ | - |
| LABOR SUBTOTAL | | | \$ | - |

| 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 Survey / Landman | | | | |
| | | | \$ | - |
| | | | \$ | - |
| SUBTOTAL | | | \$ | - |
| Internal Inspection | | | | |
| | | | \$ | - |
| | | | \$ | - |
| SUBTOTAL | | | \$ | - |
| Internal Administration | | | | |
| | | | \$ | - |
| | | | \$ | - |
| SUBTOTAL | | | \$ | - |
| Internal Engineering/ Survey/ Inspection/ Administration Overhead | | | | |
| OVERHEAD (%) | Enter % if applicable | 0.00% | \$ | - |
| SUBTOTAL | | | \$ | - |

| Unit | Quantity | \$/Unit | Total | Difference |
|----------|----------|------------|---------------|---------------|
| SQ. YDS | 53.3 | \$130.00 | \$ 6,929.00 | -\$3,640.00 |
| LF | 346.0 | \$4.00 | \$ 1,384.00 | -\$2,152.40 |
| LF | 0.0 | \$135.00 | \$ - | -\$100,575.00 |
| LF | 346.0 | \$140.00 | \$ 48,440.00 | \$0.00 |
| LF | 0.0 | \$400.00 | \$ - | -\$66,000.00 |
| EA | 0.0 | \$3,500.00 | \$ - | -\$14,000.00 |
| EA | 0.0 | \$200.00 | \$ - | -\$400.00 |
| EA | 4.0 | \$6,500.00 | \$ 26,000.00 | \$0.00 |
| EA | 0.0 | \$5,000.00 | \$ - | -\$5,000.00 |
| EA | 1.0 | \$8,000.00 | \$ 8,000.00 | -\$8,000.00 |
| EA | 1.0 | \$5,000.00 | \$ 5,000.00 | \$0.00 |
| LF | 25.0 | \$75.00 | \$ 1,875.00 | \$0.00 |
| EA | 1.0 | \$500.00 | \$ 500.00 | \$0.00 |
| EA | 0.3 | \$6,000.00 | \$ 1,923.00 | -\$16,077.00 |
| LF | 346.0 | \$20.00 | \$ 6,920.00 | \$200.00 |
| EA | 2.0 | \$1,000.00 | \$ 2,000.00 | \$0.00 |
| LF | 346.0 | \$2.00 | \$ 692.00 | -\$1,490.00 |
| EA | 20.0 | \$95.00 | \$ 1,900.00 | -\$1,900.00 |
| SUBTOTAL | | | \$ 111,563.00 | -\$219,034.40 |

| | | | | |
|--------------------|--|----|------------|---------------|
| | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| 0.00% | | \$ | - | \$0.00 |
| SUBTOTAL | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| SUBTOTAL | | \$ | - | \$0.00 |
| MATERIALS SUBTOTAL | | \$ | 111,563.00 | -\$219,034.40 |

| | | | | |
|----------|----------|---------|--------|------------|
| | | | | |
| | | | \$0.00 | |
| Unit | Quantity | \$/Unit | Total | Difference |
| | | | \$ - | \$0.00 |
| | | | \$ - | \$0.00 |
| | 0.00% | | \$ - | \$0.00 |
| SUBTOTAL | | | \$ - | \$0.00 |
| | | | | |
| | | | \$ - | \$0.00 |
| | | | \$ - | \$0.00 |
| SUBTOTAL | | | \$ - | \$0.00 |
| | | | \$ - | \$0.00 |

| Unit | Quantity | \$/Unit | Total | Difference |
|----------|----------|----------|--------------|------------|
| HR | 12 | \$211.25 | \$ 2,535.00 | \$0.00 |
| HR | 24 | \$197.58 | \$ 4,741.92 | \$0.00 |
| HR | 84 | \$189.98 | \$ 15,958.32 | \$0.00 |
| HR | 180 | \$151.98 | \$ 27,356.40 | \$0.00 |
| HR | 260 | \$104.87 | \$ 27,266.20 | \$0.00 |
| HR | 12 | \$112.71 | \$ 1,352.52 | \$0.00 |
| HR | 28 | \$106.39 | \$ 2,978.92 | \$0.00 |
| HR | 160 | \$88.15 | \$ 14,104.00 | \$0.00 |
| HR | 4 | \$60.79 | \$ 243.16 | \$0.00 |
| SUBTOTAL | | \$ | 96,536.44 | \$0.00 |
| | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| SUBTOTAL | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| SUBTOTAL | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| SUBTOTAL | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |
| SUBTOTAL | | \$ | - | \$0.00 |
| 0.00% | | \$ | - | \$0.00 |
| | | \$ | - | \$0.00 |

Attachment “B” Accounting Method

☐ **Actual Cost Method of Accounting**

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

☐ **Lump Sum Method of Accounting**

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

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

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

Estimated Duration (days): _____

Estimated Completion Date: _____

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)

Form ROW-U-48
(Rev. 10/20)
Page 1 of 1

U-Number: _____ Utility ID: _____
ROW CSJ Number: _____ District: _____
County: _____ Highway No.: _____
Federal Project No.: _____

I, _____, a duly authorized and qualified representative of
_____, 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 _____
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

Date

Title

INFORMATION PAGE
not part of the agreement package

The Austin District no longer
maintains separate templates for
joint-bid and non-joint bid agreements.

Please remove the following
U-48-1 from this agreement package
if this is not an agreement with
Joint-Bid Utility Work.

**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 Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the 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 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 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 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:

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TxDOT

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Attachment “F” Eligibility Ratio

Eligibility Ratio established: %

- ☐ 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% |

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Attachment “G” Betterment Calculation and Estimate

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

Elective betterment justification statement:

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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**

\$464,018.84

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

\$218,099.44

THE AMOUNT OF BETTERMENT

\$245,919.40

The BETTERMENT RATIO IS:

53.0%

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.

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 W1: COA WATERLINE
 WW1: COA WASTEWATER LINE
 W2: CORR WATERLINE
 WW2: CORR WASTEWATER LINE
 W3: WINDERMERE WATERLINE

 PROP ROW
 EXIST ROW

STUART COWELL
No. 126674



LJA Engineering, Inc. 
FRN • F-1386



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

SHEET 1 OF 18

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