

STANDARD UTILITY AGREEMENT

U-Number: **U******* Project ID # **A*******

District: San Antonio
Federal Project No.: NH 2019 (797)
ROW CSJ: 0016-05-***
Highway Project Letting Date: 03/2017

County: Comal
Highway: IH 35
From: At FM 1103
To:

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Schertz - Sewer, ("**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: Relocate approximately 605 L.F. of 8-inch Sanitary Sewer, install 4 precast Manholes, 21.96 V.F. of precast Manholes (extra depth), reconstruct 2 manholes, abandon 582.1 L.F. of 8 inch sewer main, remove 3 sewer Manholes, 645.28 L.F. of trench excavation safety protection, 50 L.F. of Steel casing (18in) (open cut), 32 L.F. of water pipe (PVC) (12 IN) (open cut). 19.4 C.Y. of flowable fill, In addition adjust 32 feet of 12" water main due to conflict with the proposed 8 inch sanitary sewer main.; 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.

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.

Initial Date
TxDOT

Initial Date
Utility

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**.

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");

Initial Date
TxDOT

Initial Date
Utility

- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Acknowledgment – ROW-U-JUAA 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-1A, ROW-U-1B, or ROW-U-1C (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

Utility: City of Schertz - Sewer
Name of Utility

By: _____
Authorized Signature

Mark Browne
Print or Type Name

Title: City Manager

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), San Antonio District

THE STATE OF TEXAS

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

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

Attachment "A"

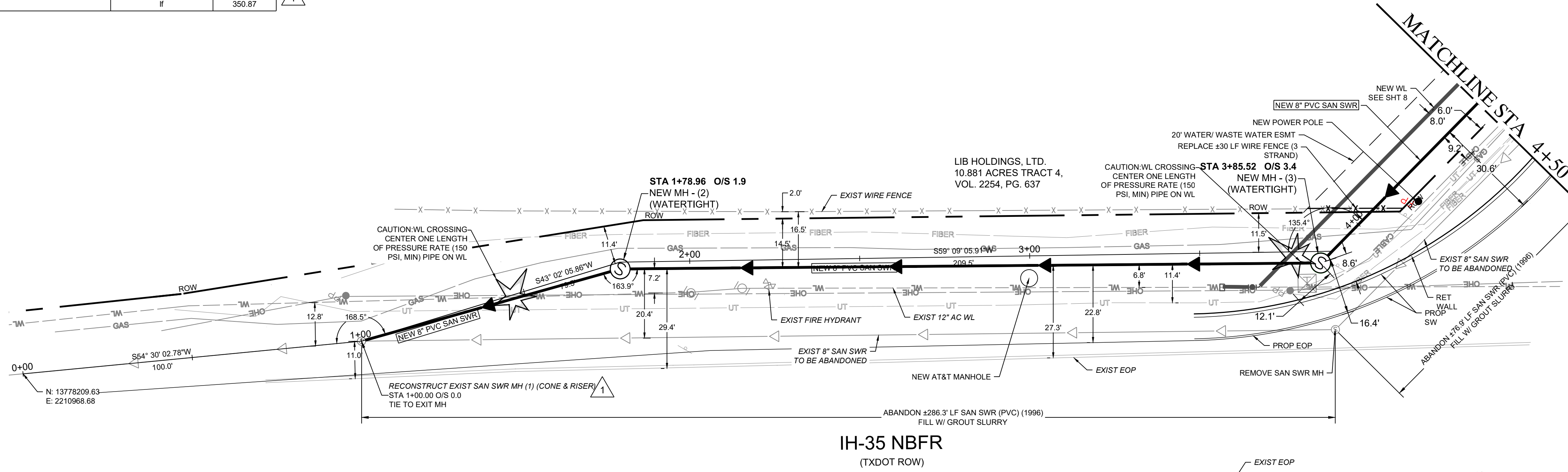
Plans, Specifications, and Estimated Costs

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

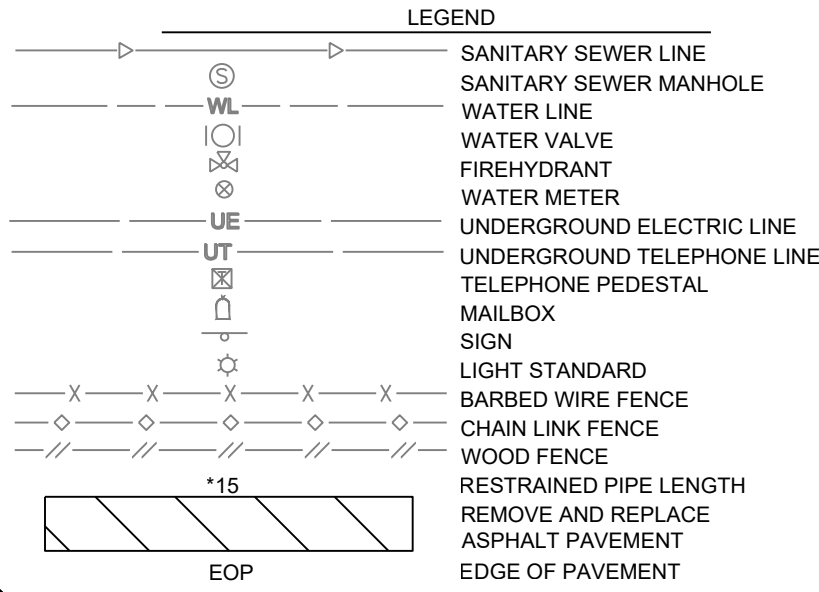
Initial Date
TxDOT

Initial Date
Utility

QUANTITY TABLE			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01740	Site Restoration (Utility Construction)	lf	350.87
02082	Precast Manholes (0-6ft deep)	ea	2
02082	Precast Manholes (extra depth)	vf	9.96
02086	Reconstruct Manhole (Cone and Riser)	ea	1
02222	Abandon Sewer (8 IN)	lf	363.2
02222	Remove Sewer Manhole	ea	1
02260	Trench Excavation Safety Protection	lf	350.87
02531	Sanitary Sewer (PVC) (8 IN) (Complete) (Open Cut)	lf	350.87

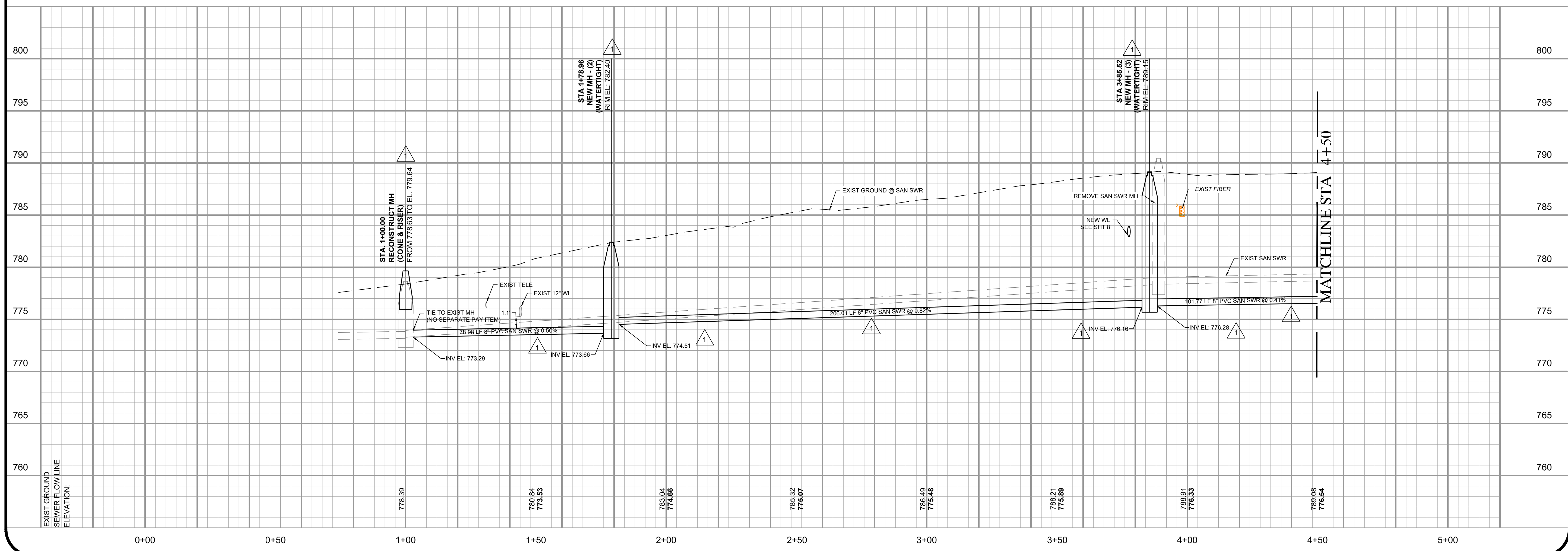


- ABANDONMENT OF SEWER MAIN (TXDOT ROW):**
- CUT, PLUG & ABANDON THE EXISTING 8" SANITARY SEWER AS SHOWN IN PLANS.
 - ABANDONED PIPE DOES NOT CONTAIN HAZARDOUS MATERIAL. THE PIPE IS COMPOSED OF ASBESTOS CEMENT PIPE (ACP).
 - RETURN MANHOLE LIDS TO THE CITY.
 - REMOVE ALL ABANDONED MAIN IN CONFLICT W/ PROP TXDOT WORK, AS SHOWN IN PLANS. PLUG EXIST ABANDONED MAIN & FILL W/ GROUT SLURRY (ITEM 02516).
 - REMOVE MANHOLE = REMOVE CONE AND LID AND RESTORE PAVEMENT (ITEM 02222).



- NOTES:**
- LOCATIONS OF EXISTING UTILITIES IS APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND HORIZONTAL LOCATION.
 - "N.S.P.I." IS "NO SEPARATE PAY ITEM".
 - TEST ALL SANITARY SEWER BY AIR PRESSURE TEST, DEFLECTION TESTING AND PROVIDE A POST CONSTRUCTION TELEVISION.
 - CONTRACTOR TO PROVIDE SUPPORT AS NEEDED FOR POWER POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION FROM DAMAGE DONE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 01740.
 - PROP = WORK BY TXDOT, APPROX LOCATION, SHOWN FOR REFERENCE.
 - WHEN WORKING IN TXDOT ROW COMPLY W/ TXDOT PERMIT ISSUED BY TXDOT. CONTACT TXDOT MAINTENANCE DIVISIONS 48 HRS PRIOR TO BEGINNING WORK.
 - EXCAVATION WITHIN 10 LF OF PROP TXDOT EOP TO BE BACKFILLED W/ FLOWABLE BACKFILL PER TXDOT SPEC 401.
 - ALL PIPE TO BE PVC SDR 26, PS 115 UNLESS OTHERWISE SHOWN ON PLANS. ITEM 02531 IS INCLUSIVE OF ALL TYPES.
 - ALL CROSSING WATER MAINS TO COMPLY W/ TAC RULES 217.53 D.
 - ALL EXCAVATION WITHIN 10' OF TXDOT EDGE OF PYMT TO BE BACKFILLED TO WITHIN 6" OF FINISH GRADE WITH FLOWABLE BACKFILL PER TXDOT SPEC 401.
 - PROVIDE BYPASS PUMPING TO ASSUME 8" PIPE FLOWING FULL @ 0.4% SLOPE.

HORIZONTAL SCALE : 1" = 20'
 VERTICAL SCALE : 1" = 10'



FORD ENGINEERING INC.
 ENGINEERING SURVEYING PLANNING
 10827 WYE DRIVE, STE 104, SAN ANTONIO, TEXAS 78217 • P: (210) 960-4777 • F: (210) 960-4940
 TBP# No. 1162 • WWW.FORDEENGINEERING.COM • TPL# No. 10018400



NO.	DATE	DESCRIPTION
1	2019-12-17	ADJUST MANHOLE LOCATIONS TO AVOID GAS AND NEW TEL AND ELECTRICALS

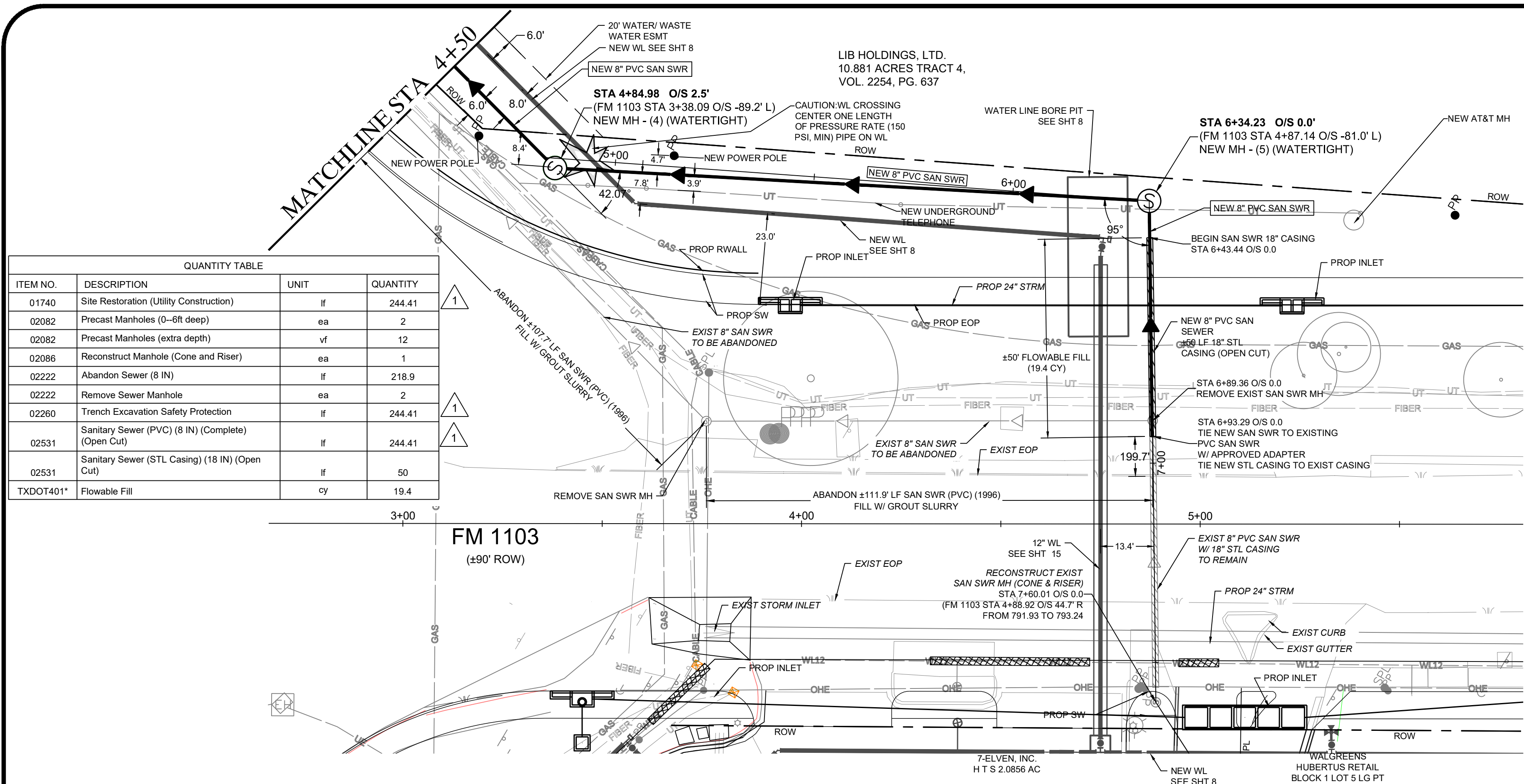
CITY OF SCHERTZ
FM 1103 TXDOT UTILITY ADJUSTMENTS
 CSJ 12-6801-013 NON-JOINT BID ADJUSTMENT
 SEWER PLAN AND PROFILE
 STA 1+00 TO 4+50

PROJECT NO. 1124.9211
 2-6-2019
 20 OF 29

H:\CIVIL\PROJ\SCHERTZ\1249211 FM 1103 Waterline Replacement\Drawings\1249211 SEWER PLAN AND PROFILE.dwg, 20 STA 1+00 TO 4+50, 12/18/2019 8:47:26 AM, 1:1

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DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT/ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE COVERED IN THE CONTRACT, WITHOUT WRITTEN AGREEMENT WITH AND APPROPRIATE COMPENSATION TO FORD ENGINEERING, INC.



QUANTITY TABLE			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01740	Site Restoration (Utility Construction)	sf	244.41
02082	Precast Manholes (0-6ft deep)	ea	2
02082	Precast Manholes (extra depth)	vf	12
02086	Reconstruct Manhole (Cone and Riser)	ea	1
02222	Abandon Sewer (8 IN)	lf	218.9
02222	Remove Sewer Manhole	ea	2
02260	Trench Excavation Safety Protection	lf	244.41
02531	Sanitary Sewer (PVC) (8 IN) (Complete) (Open Cut)	lf	244.41
02531	Sanitary Sewer (STL Casing) (18 IN) (Open Cut)	lf	50
TXDOT401*	Flowable Fill	cy	19.4
			3+00

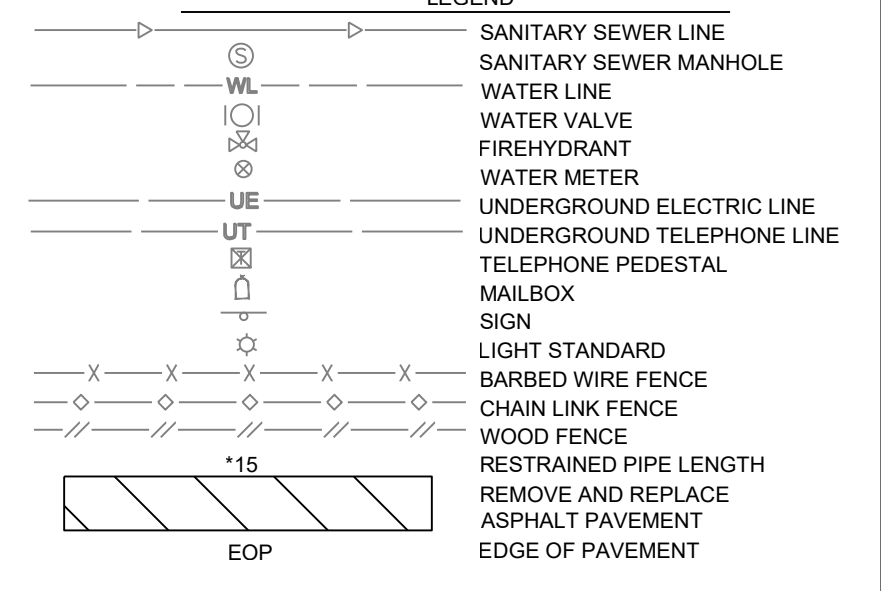
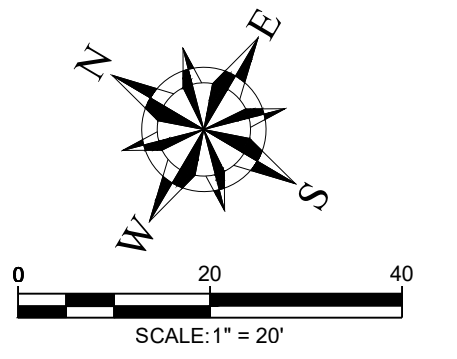
- ABANDONMENT OF SEWER MAIN (TXDOT ROW):**
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 - ABANDONED PIPE DOES NOT CONTAIN HAZARDOUS MATERIAL. THE PIPE IS COMPOSED OF ASBESTOS CEMENT PIPE (ACP)
 - RETURN MANHOLE LIDS TO THE CITY.
 - REMOVE ALL ABANDONED MAIN IN CONFLICT W/ PROP TXDOT WORK, AS SHOWN IN PLANS. PLUG EXIST ABANDONED MAIN & FILL W/ GROUT SLURRY (ITEM 02516).
 - REMOVE MANHOLE = REMOVE CONE AND LID AND RESTORE PAVEMENT (ITEM 02222)

Horizontal Alignment Report

Alignment Name: NEW SEWER
 Station Range: Start: 0+00.01, End: 8+04.82
 Description: NEW SEWER ALONG IH-35

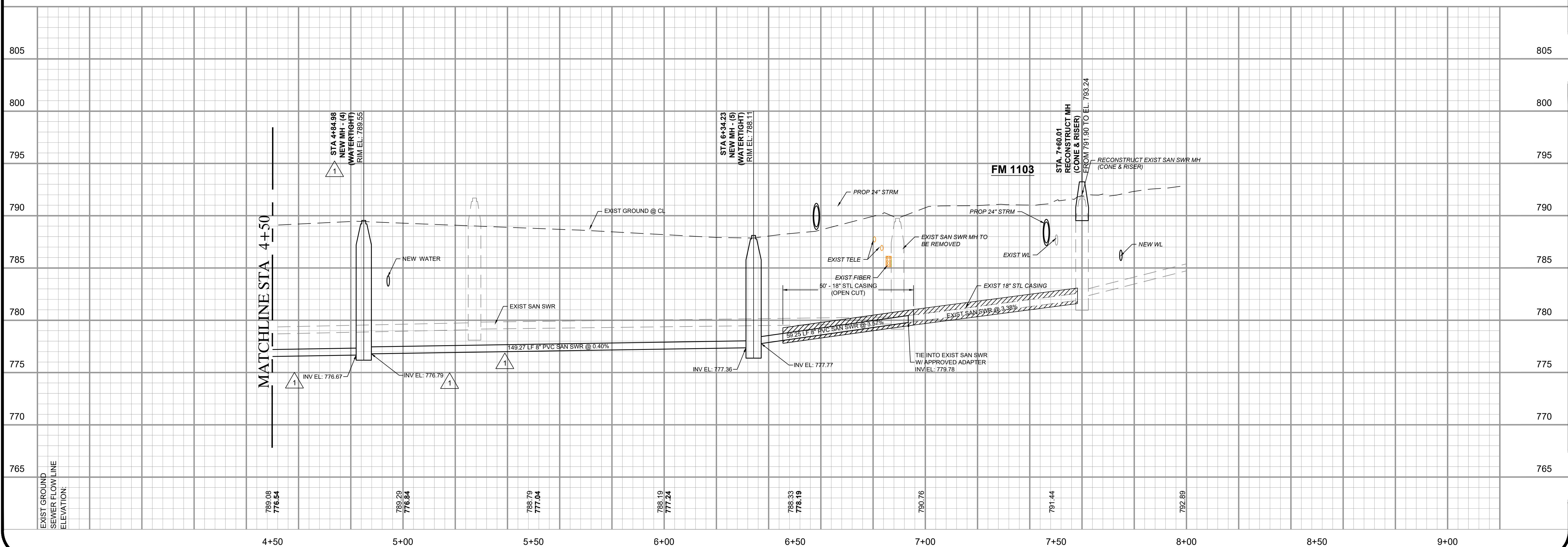
Line	Description	Station
Begin Alignment - SEWER	N 13,778,209.6348 E 2,210,968.6771	0+00.01
Line (1)	S54° 30' 02.78"W 99.992'	N 13,778,151.5700 E 2,210,887.2710
Line (1)	N 13,778,151.5700 E 2,210,887.2710	1+00.00
Line (2)	S43° 02' 05.86"W 79.514'	N 13,778,093.4500 E 2,210,833.0069
Line (2)	N 13,778,093.4500 E 2,210,833.0069	1+79.51
Line (3)	S59° 09' 05.91"W 209.451'	N 13,777,986.0501 E 2,210,653.1871
Line (3)	N 13,777,986.0501 E 2,210,653.1871	3+88.97
Line (4)	S14° 32' 56.66"W 93.205'	N 13,777,895.8334 E 2,210,629.7730
Line (4)	N 13,777,895.8334 E 2,210,629.7730	4+82.17
Line (5)	S26° 38' 50.27"E 152.082'	N 13,777,759.9226 E 2,210,697.9725
Line (5)	N 13,777,759.9226 E 2,210,697.9725	6+34.23
Line (6)	S58° 21' 23.17"W 55.123'	N 13,777,731.0034 E 2,210,651.0450
Line (6)	N 13,777,731.0034 E 2,210,651.0450	6+89.36
Line (7)	S58° 34' 02.59"W 70.650'	N 13,777,694.1600 E 2,210,590.7630
Line (7)	N 13,777,694.1600 E 2,210,590.7630	7+60.01
Line (8)	S26° 24' 34.34"W 44.817'	N 13,777,654.0200 E 2,210,570.8290
Line (8)	N 13,777,654.0200 E 2,210,570.8290	8+04.82
End Alignment - SEWER	N 13,777,654.0200 E 2,210,570.8290	8+04.82

COORDINATES PROVIDED ARE IN MODIFIED TEXAS STATE PLANE COORDINATES, NAD 83, NAVD 88, WITH A SCALE FACTOR OF 1.00017 APPLIED



- NOTES:**
- LOCATIONS OF EXISTING UTILITIES IS APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND HORIZONTAL LOCATION.
 - "N.S.P." IS "NO SEPARATE PAY ITEM"
 - TEST ALL SANITARY SEWER BY AIR PRESSURE TEST, DEFLECTION TESTING AND PROVIDE A POST CONSTRUCTION TELEVISION.
 - CONTRACTOR TO PROVIDE SUPPORT AS NEEDED FOR POWER POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION FROM DAMAGE DONE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 01740
 - PROP = WORK BY TXDOT, APPROX LOCATION, SHOWN FOR REFERENCE.
 - WHEN WORKING IN TXDOT ROW COMPLY W/ TXDOT PERMIT ISSUED BY TXDOT. CONTACT TXDOT MAINTENANCE DIVISIONS 48 HRS PRIOR TO BEGINNING WORK.
 - EXCAVATION WITHIN 10 LF OF PROP TXDOT EOP TO BE BACKFILLED W/ FLOWABLE BACKFILL PER TXDOT SPEC 401.
 - ALL PIPE TO BE PVC SDR 26, PS 115 UNLESS OTHERWISE SHOWN ON PLANS. ITEM 02531 IS INCLUSIVE OF ALL TYPES.
 - ALL CROSSING W/ WATER MAINS TO COMPLY W/ TAC RULES 217.53 D.
 - ALL EXCAVATION WITHIN 10' OF TXDOT EDGE OF PAVT TO BE BACKFILLED TO WITHIN 6" OF FINISH GRADE WITH FLOWABLE BACKFILL PER TXDOT SPEC 401.
 - PROVIDE BYPASS PUMPING TO ASSUME 8" PIPE FLOWING FULL @ 0.4% SLOPE.

HORIZONTAL SCALE : 1" = 20'
 VERTICAL SCALE : 1" = 10'



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REVISIONS:

NO.	DATE	DESCRIPTION
1	2019-12-18	ADJUST MANHOLE LOCATIONS TO AVOID GAS AND NEW TEL AND ELECTRICALS

CITY OF SCHERTZ

FM 1103 TXDOT UTILITY ADJUSTMENTS

CSJ 12-6801-013 NON-JOINT BID ADJUSTMENT

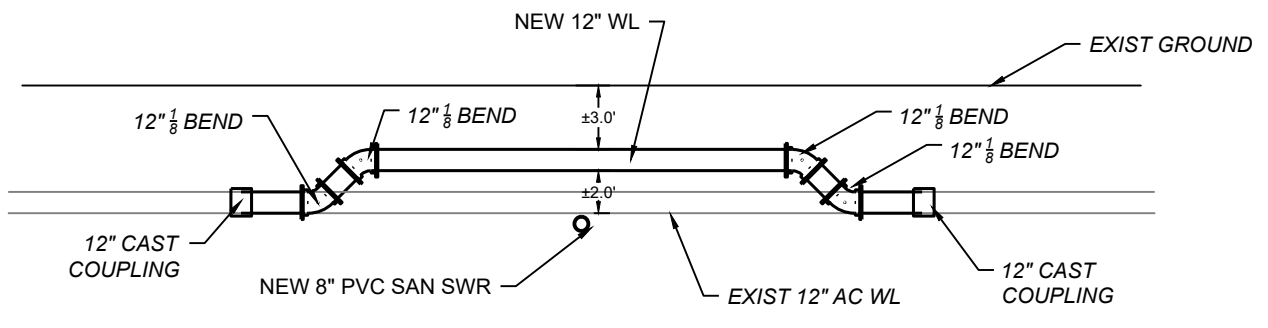
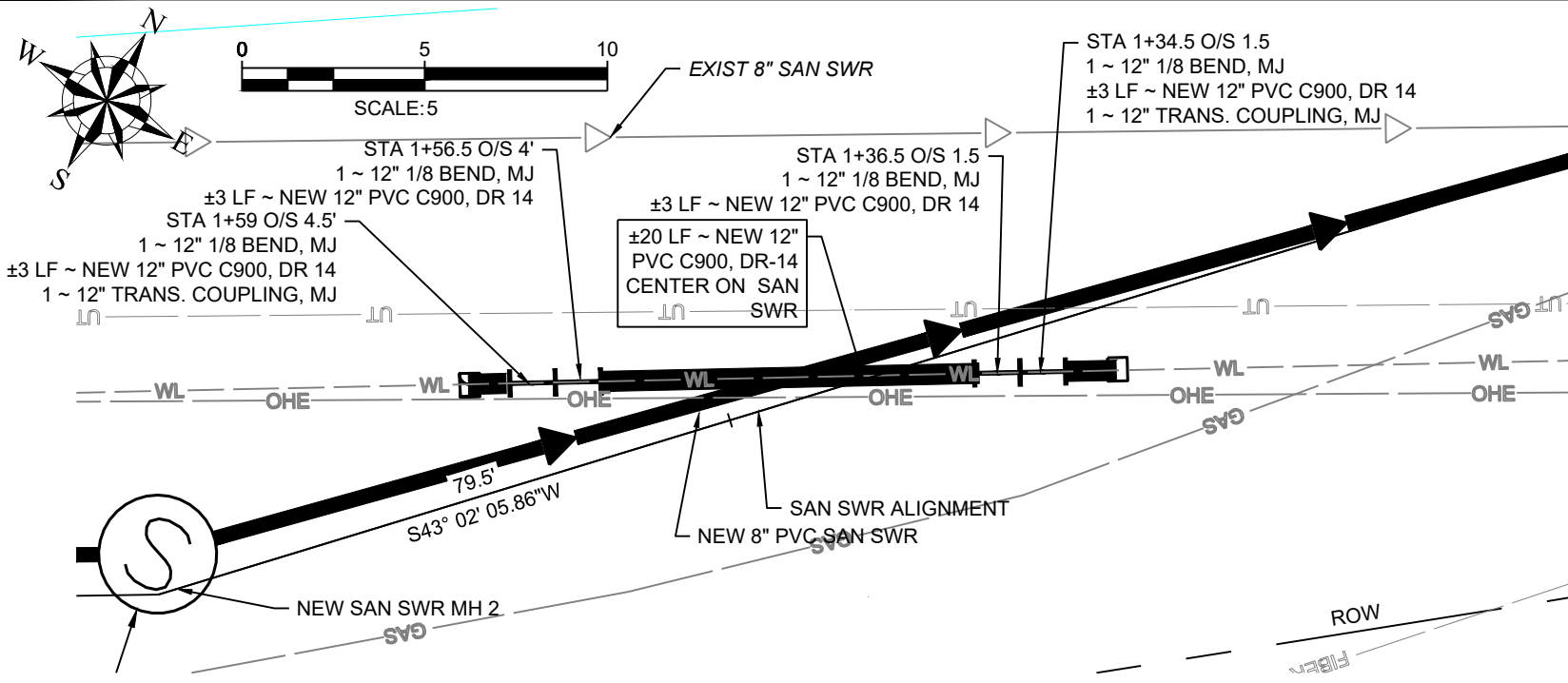
SEWER PLAN AND PROFILE

STA 4+50 TO END

PROJECT NO. 1124.9211

2-6-2019

21 OF 29



VERTICAL OFFSET OF 12" WL
 NOT TO SCALE

SCALE: 1" = 100'
 2/13/20
 PROJECT NO. 1124.9211
21B

WATERLINE OFFSET AT SAN SWR STA 1+45
 #####
 FM 1103 TXDOT UTILITY ADJUSTMENTS
 CSJ 12-6801-013 NON-JOINT BID ADJUSTMENT

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 TBP# No. 1162 • WWW.FORDEngineering.COM • TPL#S No. 10016400

City of Schertz
Sewer Reimbursement Estimate

8/17/2020

U-Number:	***** Project I.D. #A*****
Highway:	IH-35
ROW CSJ:	0016-05-***
Const CSJ:	0016-05-115
County:	Comal
Limits:	At F.M. 1103

Internal Design Phase: Project Management

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
		City of Schertz - Water/Wastewater Manager (Interim Director)	hr	16	\$ 61.03	\$ 976.48
		City of Schertz - Engineering Project Manager	hr	4	\$ 45.71	\$ 182.84
Internal Design Phase: Subtotal						\$ 1,159.32

External Design Phase: Consulting Engineering

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
		Ford Engineering - Principal (Engineer of Record)	hr	16	\$ 200.00	\$ 3,200.00
		Ford Engineering - Senior Engineer, PE	hr	40	\$ 165.00	\$ 6,600.00
		Ford Engineering - EIT	hr	150	\$ 95.00	\$ 14,250.00
External Design Phase: Subtotal						\$ 24,050.00

Internal Construction Phase: Project Management and Inspections

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
		City of Schertz - Engineering Project Manager	hr	26	\$ 45.71	\$ 1,188.46
		City of Schertz - Senior Graduate Engineer	hr	11	\$ 43.29	\$ 454.55
		City of Schertz - Inspector	hr	53	\$ 32.54	\$ 1,708.35
Internal Construction Phase: Subtotal						\$ 3,351.36

External Construction Phase: Consulting Engineering

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
		Ford Engineering - Principal (Engineer of Record)	hr	6	\$ 200.00	\$ 1,200.00
External Construction Phase: Subtotal						\$ 1,200.00

Construction Contract

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	01502	Mobilization	ls	1.0	\$ 9,340.59	\$ 9,340.59
2	01555	Traffic Control and Regulation	ls	1.0	\$ 10,000.00	\$ 10,000.00
3	01740	Site Restoration (Utility Construction)	lf	593.30	\$ 10.00	\$ 5,933.00
4	02082	Precast Manholes (0--6ft deep)	ea	4.0	\$ 8,200.00	\$ 32,800.00
5	02082	Precast Manholes (extra depth)	vf	21.96	\$ 800.00	\$ 17,568.00
6	02531	Sanitary Sewer (PVC) (8 IN) (Complete) (Open Cut)	lf	593.3	\$ 110.00	\$ 65,263.00
7	02531	**Sanitary Sewer (STL Casing) (18 IN) (Open Cut)**	lf	50.0	\$ 260.00	\$ 13,000.00

City of Schertz
Sewer Reimbursement Estimate

8/17/2020

8	02086	Reconstruct Manhole (Cone and Riser)	ea	2.0	\$ 4,300.00	\$ 8,600.00
9	02221	Remove Asphalt Pavement (complete)	sy	44.4	\$ 10.00	\$ 444.44
10	02221	Remove Concrete Sidewalk and Driveway	sy	5.6	\$ 40.00	\$ 222.40
11	02221	Remove Concrete Curbing, Curb & Gutter	lf	10.0	\$ 5.00	\$ 50.00
12	02221	Existing Manhole Excavation	cy	10.0	\$ 350.00	\$ 3,500.00
13	02222	Abandon Sewer w/ Grout (8 IN)	lf	582.1	\$ 12.00	\$ 6,985.20
14	02222	Remove/Abandon Existing Sewer Manhole	ea	3.0	\$ 300.00	\$ 900.00
15	02260	Trench Excavation Safety Protection	lf	593.30	\$ 1.00	\$ 593.30
16	02511	Water Pipe (PVC) (12 IN) (Complete) (Open Cut)	lf	32.0	\$ 112.48	\$ 3,599.36
17	02513	Water Tie-In (Complete) (12")	ea	2.0	\$ 2,460.00	\$ 4,920.00
18	02771	Curbing, Curb and Gutter	lf	10.0	\$ 30.00	\$ 300.00
19	02775	Concrete Sidewalk (5 feet)	sy	5.6	\$ 75.00	\$ 417.00
20	TXDOT401	Flowable Fill	cy	19.4	\$ 140.00	\$ 2,716.00
21	MISC 1	Bypass Pumping	ls	1.0	\$ 9,000.00	\$ 9,000.00
Construction Contract: Subtotal						\$ 196,152.29
TOTAL ESTIMATE						\$ 225,912.97

Steel Casing to be Compliant with Buy America

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: Work has been completed, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 90 days, Work performed under a Emergency Work Authorization

Estimated Completion Date: 4/15/20

Initial Date
TxDOT

Initial Date
Utility

Attachment "D" Statement Covering Contract Work

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

Initial Date
TxDOT

Initial Date
Utility



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

Form ROW-U-48
(Rev. 3/19)
Page 1 of 1

U-Number: ~~U15618~~ _____

ROW CSJ Number: ~~0016-05-124~~ _____ District: San Antonio
 County: Comal Highway No.: IH 35
 Federal Project No.: NH 2019 (507)

I, Julie Gohlke, a duly authorized and qualified representative of City of Schertz - Sewer, 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 indicate 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**. *see attached*
- 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.

Julie Gohlke
 Signature
Purchasing + Asset Manager
 Title

7/28/2020
 Date

City of Schertz bid the sewer relocations in the same project as the water relocations for the FM 1103 expansion project. Highlighted bid items reflect items included in Sewer SUA Estimate, below is a breakdown of the costs split that were split between sewer and water (highlighted blue).

FM 1103 TXDOT UTILITY ADJUSTMENTS													
Bid Tabulation													
Bid date:													
Project No. 1124.9211													
				Engineers Estimate		D&D Contractors		D Guerra Construction		EZ Bel Construction		Pronto Sandblasting	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	TPDES -Storm Water Pollution Prevention Plan	ls	1	\$24,865.87	\$24,865.87	\$10,452.85	\$10,452.85	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$30,000.00	\$30,000.00
2.0	Mobilization	ls	1	\$82,886.25	\$82,886.25	\$125,434.15	\$125,434.15	\$80,000.00	\$80,000.00	\$100,000.00	\$100,000.00	\$120,000.00	\$120,000.00
3.0	Traffic Control and Regulation	ls	1	\$24,865.87	\$24,865.87	\$55,748.51	\$55,748.51	\$11,500.00	\$11,500.00	\$25,000.00	\$25,000.00	\$90,000.00	\$90,000.00
4.0	Site Restoration (Utility Construction)	lf	3032.29	\$30.00	\$90,968.70	\$48.78	\$147,915.11	\$10.00	\$30,322.90	\$18.00	\$54,581.22	\$40.00	\$121,291.60
5.0	Precast Manholes (0--6ft deep)	ea	4	\$7,500.00	\$30,000.00	\$10,452.85	\$41,811.40	\$8,200.00	\$32,800.00	\$15,000.00	\$60,000.00	\$15,000.00	\$60,000.00
6.0	Precast Manholes (extra depth)	vf	21.6	\$300.00	\$6,480.00	\$836.23	\$18,062.57	\$800.00	\$17,280.00	\$1.00	\$21.60	\$1,000.00	\$21,600.00
7.0	Reconstruct Manhole (Cone and Riser)	ea	1	\$2,000.00	\$2,000.00	\$3,484.28	\$3,484.28	\$4,300.00	\$4,300.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
8.0	Remove Asphalt Pavement (complete)	sy	311	\$7.00	\$2,177.00	\$34.84	\$10,835.24	\$10.00	\$3,110.00	\$20.00	\$6,220.00	\$20.00	\$6,220.00
9.0	Remove Concrete Pavment (complete)	sy	20	\$5.00	\$100.00	\$48.78	\$975.60	\$40.00	\$800.00	\$40.00	\$800.00	\$100.00	\$2,000.00
10.0	Remove Concrete Sidewalk and Driveway	sy	6	\$7.00	\$42.00	\$76.65	\$459.90	\$40.00	\$240.00	\$50.00	\$300.00	\$50.00	\$300.00
11.0	Remove Concrete Curbing, Curb & Gutter	lf	121	\$7.00	\$847.00	\$13.94	\$1,686.74	\$5.00	\$605.00	\$5.00	\$605.00	\$10.00	\$1,210.00
12.0	Abandon Sewer (8 IN)	lf	582.1	\$30.00	\$17,463.00	\$34.84	\$20,280.36	\$12.00	\$6,985.20	\$10.00	\$5,821.00	\$20.00	\$11,642.00
13.0	Remove Sewer Manhole	ea	3	\$1,500.00	\$4,500.00	\$7,665.42	\$22,996.26	\$300.00	\$900.00	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00
14.0	Trench Excavation Safety Protection	lf	3032.29	\$2.00	\$6,064.58	\$3.48	\$10,552.37	\$1.00	\$3,032.29	\$1.00	\$3,032.29	\$10.00	\$30,322.90
15.0	Water Pipe (DI) (12 IN) (Complete) (Open Cut)	lf	45	\$113.00	\$5,085.00	\$167.25	\$7,526.25	\$150.00	\$6,750.00	\$125.00	\$5,625.00	\$240.00	\$10,800.00
16.0	Water Pipe (PVC) (12 IN) (Complete) (Open Cut)	lf	2089	\$113.00	\$236,057.00	\$104.53	\$218,363.17	\$110.00	\$229,790.00	\$125.00	\$261,125.00	\$150.00	\$313,350.00
17.0	Water Pipe (PVC) (12 IN) (Complete) (Open Cut w/ 24" DIA SH Casing)	ea	60	\$200.00	\$12,000.00	\$209.06	\$12,543.60	\$230.00	\$13,800.00	\$275.00	\$16,500.00	\$120.00	\$7,200.00
18.0	Water Pipe (PVC) (12 IN) (Complete) (Augered w/ 24" DIA STL Casing)	ea	261	\$350.00	\$91,350.00	\$627.17	\$163,691.37	\$492.00	\$128,412.00	\$550.00	\$143,550.00	\$500.00	\$130,500.00
19.0	Water Service (1 IN) (short side)	ea	12	\$790.00	\$9,480.00	\$1,393.71	\$16,724.52	\$1,450.00	\$17,400.00	\$4,000.00	\$48,000.00	\$900.00	\$10,800.00
20.0	Water Service (2 IN) (short side)	ea	1	\$790.00	\$790.00	\$3,484.28	\$3,484.28	\$2,400.00	\$2,400.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00
21.0	Water Tie-In (Complete) (12")	ea	13	\$3,000.00	\$39,000.00	\$2,787.43	\$36,236.59	\$2,460.00	\$31,980.00	\$7,500.00	\$97,500.00	\$2,400.00	\$31,200.00
22.0	Water Cut, Plug, Abandon (12 IN)	lf	2080	\$20.00	\$41,600.00	\$13.94	\$28,995.20	\$15.00	\$31,200.00	\$12.00	\$24,960.00	\$15.00	\$31,200.00
23.0	Water Cut, Plug, Remove (12 IN)	lf	245	\$20.00	\$4,900.00	\$285.71	\$69,998.95	\$35.00	\$8,575.00	\$18.00	\$4,410.00	\$30.00	\$7,350.00
24.0	Fire Hydrant Assembly (Complete)	ea	7	\$4,800.00	\$33,600.00	\$6,271.71	\$43,901.97	\$5,000.00	\$35,000.00	\$7,500.00	\$52,500.00	\$7,000.00	\$49,000.00
25.0	Salvage Fire Hydrant	ea	7	\$600.00	\$4,200.00	\$1,045.28	\$7,316.96	\$315.00	\$2,205.00	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00
26.0	Gate Valves (12 IN)	ea	8	\$3,000.00	\$24,000.00	\$4,877.99	\$39,023.92	\$2,875.00	\$23,000.00	\$3,500.00	\$28,000.00	\$3,000.00	\$24,000.00
27.0	Blow Off Valve (12"x2") (TEMP)	ea	11	\$1,250.00	\$13,750.00	\$4,877.99	\$53,657.89	\$2,300.00	\$25,300.00	\$2,500.00	\$27,500.00	\$1,200.00	\$13,200.00
28.0	Water Meter Relocate (Complete)	ea	13	\$250.00	\$3,250.00	\$487.80	\$6,341.40	\$470.00	\$6,110.00	\$200.00	\$2,600.00	\$150.00	\$1,950.00
29.0	Sanitary Sewer (PVC) (8 IN) (Complete) (Open Cut)	lf	593.29	\$100.00	\$59,329.00	\$48.78	\$28,940.69	\$110.00	\$65,261.90	\$100.00	\$59,329.00	\$300.00	\$177,987.00
30.0	Sanitary Sewer (STL Casing) (18 IN) (Open Cut)	lf	50	\$100.00	\$5,000.00	\$348.43	\$17,421.50	\$260.00	\$13,000.00	\$250.00	\$12,500.00	\$350.00	\$17,500.00
31.0	Curbing, Curb and Gutter	lf	128	\$16.00	\$2,048.00	\$48.78	\$6,243.84	\$30.00	\$3,840.00	\$35.00	\$4,480.00	\$40.00	\$5,120.00
32.0	Concrete Sidewalk (5 FT)	sy	20	\$65.00	\$1,300.00	\$243.90	\$4,878.00	\$75.00	\$1,500.00	\$110.00	\$2,200.00	\$150.00	\$3,000.00
33.0	Wire Fence (3 STRAND)	lf	30	\$17.00	\$510.00	\$62.72	\$1,881.60	\$20.00	\$600.00	\$35.00	\$1,050.00	\$30.00	\$900.00
34.0	Flowable Fill	cy	230	\$110.00	\$25,300.00	\$418.11	\$96,165.30	\$140.00	\$32,200.00	\$200.00	\$46,000.00	\$250.00	\$57,500.00
35.0	Fence (Chain Link) (4 ft)	lf	260	\$17.00	\$4,420.00	\$62.72	\$16,307.20	\$30.00	\$7,800.00	\$25.00	\$6,500.00	\$50.00	\$13,000.00
36.0	Bypass Pumping	ls	1	\$5,000.00	\$5,000.00	\$27,874.25	\$27,874.25	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00
				\$915,229.27		\$1,378,213.79		\$890,999.29		\$1,148,710.11		\$1,491,643.50	

- 2.0 Mobilization: Calculated at 5% of total cost of reimbursement: \$9,165.59
- 3.0 Traffic Control and Regulation: \$10,000.00
- 4.0 Site Restoration (Utility Construction): \$5,933.00
- 8.0 Remove Asphalt Pavement (complete): \$444.44
- 10.0 Remove Concrete Sidewalk and Driveway: \$222.40
- 11.0 Remove Concrete Curbing, Curb & Gutter: \$50.00
- 14.0 Trench Excavation Safety Protection: \$593.30
- 16.0 Water Pip (PVC)(12in)(Complete)(Open Cut): \$3,599.36
- 21.0 Water Tie-In (Complete)(12"): \$4,920.00
- 31.0 Curbing, Curb and Gutter: \$300.00
- 32.0 Concrete Sidewalk (5 FT): \$417.00
- 34.0 Flowable Fill: \$2,716.00
- **Total: \$38,361.09**

- 5.0 Precast Manholes (0--6ft deep): \$32,800.00
- 6.0 Precast Manholes (extra depth): \$17,568.00
- 7.0 Reconstruct Manhole (Cone and Riser): \$8,600.00
- 12.0 Abandon Sewer w/ Grout (8 IN): \$6,985.20
- 13.0 Remove/Abandon Existing Sewer Manhole: \$900.00
- 29.0 Sanitary Sewer (PVC) (8 IN) (Complete) (Open Cut): \$65,263.00
- 30.0 Sanitary Sewer (STL Casing) (18 IN) (Open Cut): \$13,000.00
- 36.0 Bypass Pumping: \$9,000.00
- **Total: \$154,116.20**

Attachment “E”

Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)

- Utility Joint Use Acknowledgment (ROW–U–JUAA)

- Utility Installation Review/Permit Number: SAT20190301170415

Initial Date
TxDOT

Initial Date
Utility

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

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

Initial Date
TxDOT

Initial Date
Utility

Attachment “G” Betterment Calculation and Estimate

- Elective Betterment Ratio established: 0 %
(Calculation attached)
- Forced Betterment
(Provide supporting documentation)
- Not Applicable

Initial Date
TxDOT

Initial Date
Utility

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-1A **and**

ROW-U-1B

Or

ROW-U-1C

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