

STANDARD UTILITY AGREEMENT

County: Williamson

Project No.: _____

Highway Project Letting Date: October 2018

Highway: IH-35 at Ronald Reagan Boulevard

From: At Theon Road (Ronald Reagan Blvd)

To:

This Agreement by and between Williamson, ("**County**"), and Frontier Communications, ("**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 **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: 400 linear feet of SL50X24. 250' of cooper cable to be direct buried and place to 2 telephone peds. 150' of slack to be placed in telephone peds; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or 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 **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that 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 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

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 **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **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 **County** or any other party with **Utility's** ability to proceed with the relocation, or any

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, 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 **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

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 **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** 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 which **Utility** may have within the limits of the law.

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

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

UTILITY

WILLIAMSON COUNTY

Utility: Frontier Communications
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Print or Type Name

Kevin Moseley
Print or Type Name

Title: _____

Title: Manager

Date: _____

Date: 4/6/17

Attachment A
Plans, Specifications, and Estimated Costs



7/13/2017

5210300

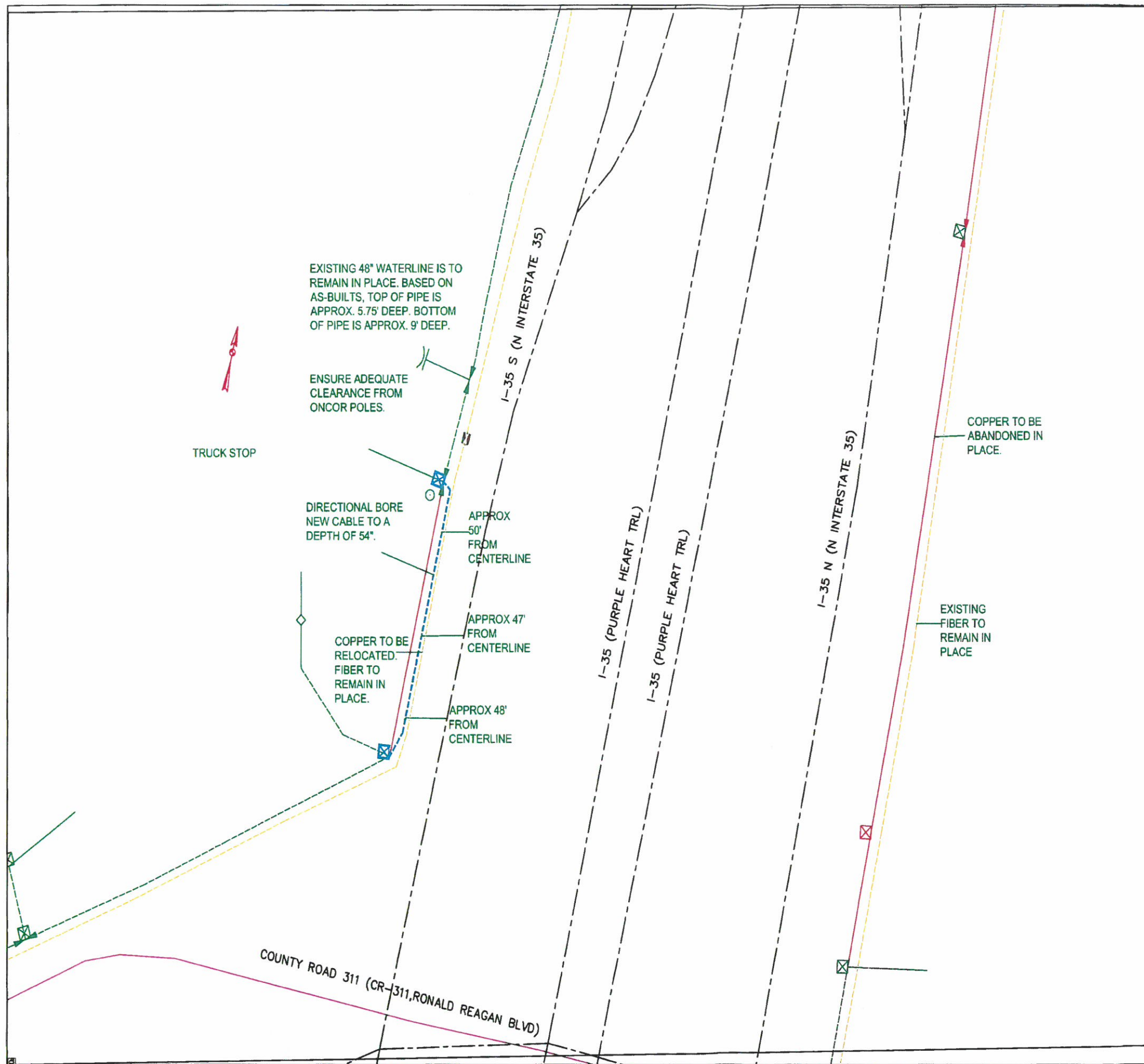
Exchange: Jarrell
 70426-JRRLTXXA

Project Name: Ronald Reagan @ IH 35, Phase I
 U Number

MATERIALS	UNITS	QTY	PER FOOT	TOTALS	REMARKS
AL50X24	Feet	400	1.242	\$ 496.80	
6" Ped	Each	2	80.85	\$ 161.70	

LABOR	UNITS	QTY	HOURLY RATE	TOTALS	REMARKS
Engineering Labor	Hours	80	\$124.80	\$ 9,984.00	
Splicing Labor	Hours	32	\$105.63	\$ 3,380.00	
Inspector	EA	1	\$99.00	\$ 99.00	
Contractor	Bid			\$ 9,951.00	

Contractor's Breakdown					
Place Cable	Feet	400	\$23.688750	\$ 9,475.50	
Place Peds	Each	2	\$237.75	\$ 475.50	\$ 9,951.00
TOTAL ESTIMATED COST FOR CUSTOMER				\$ 24,072.50	



RR 35 FTR RELO

PROJECT NUMBER:	C.O. AREA:	EXCH. CODE:
DRAWN DATE:	ENGR: Steve Wolff	CNTY:
SCALE: 1"=100'	PHONE: 512-863-2744	FILE:
TWNSHP:	TAX DISTRICT:	DWG OF
	RNG:	SEC:

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/28/2016

Estimated Completion Date: 11/22/2016

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.

Attachment F

Copy of Approved TXDOT Online Installation Permit

TxDOT Utility Installation Request System

Installation Request No.: AUS20170407102421

Thank you for submitting the installation request. This request is now under review at TxDOT.

Installation Owner: Frontier
Office Name: Georgetown
Applicant Name: Steve Wolff
Phone: 512-863-2745

Mobile:
Email: steve.w.wolff@ftr.com
Route: IH0035
Control Section: 001508

Approval Form
Online version 11/2005

APPROVAL

To Steve Wolff

Frontier

1700 Austin Ave

Georgetown, TX 78626

Date 5/17/2017

Application No. AUS20170407102421

District App. No. 012

Highway IH 0035

Control Section 001508

Maintenance Section Williamson Co Maintenance

County Williamson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20170407102421 (District Application No. 012) dated 5/17/2017 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

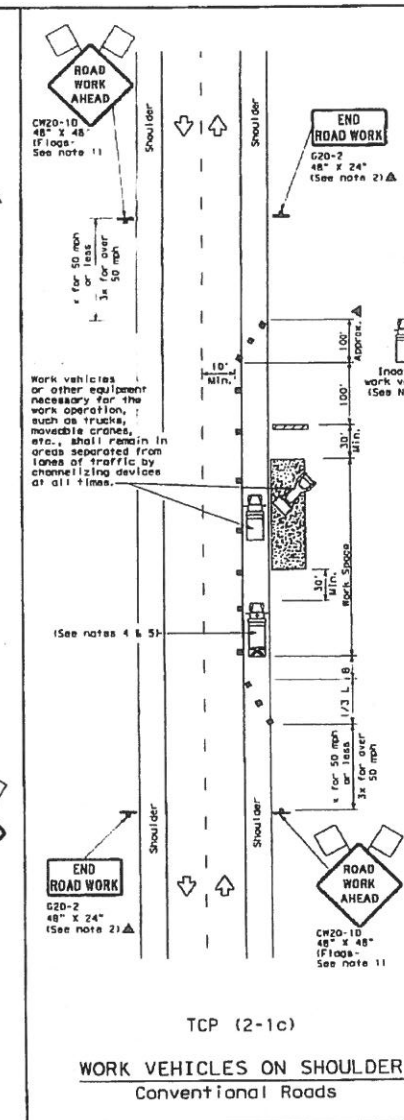
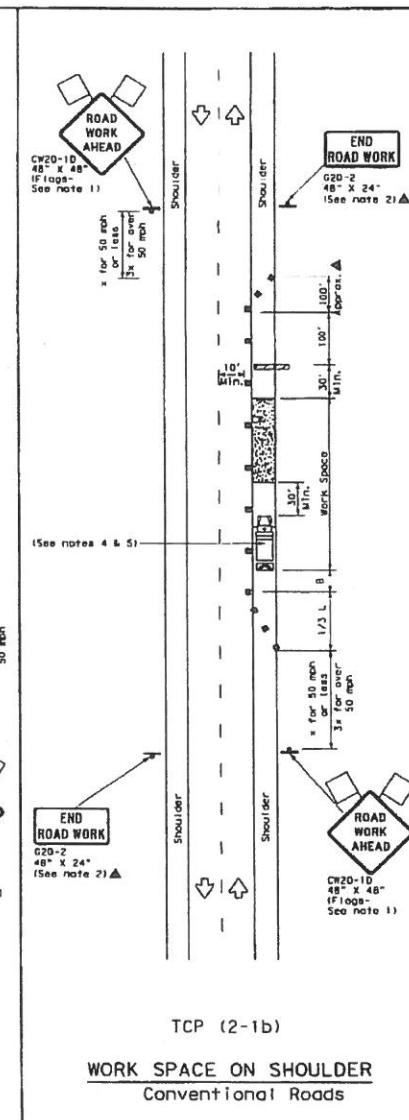
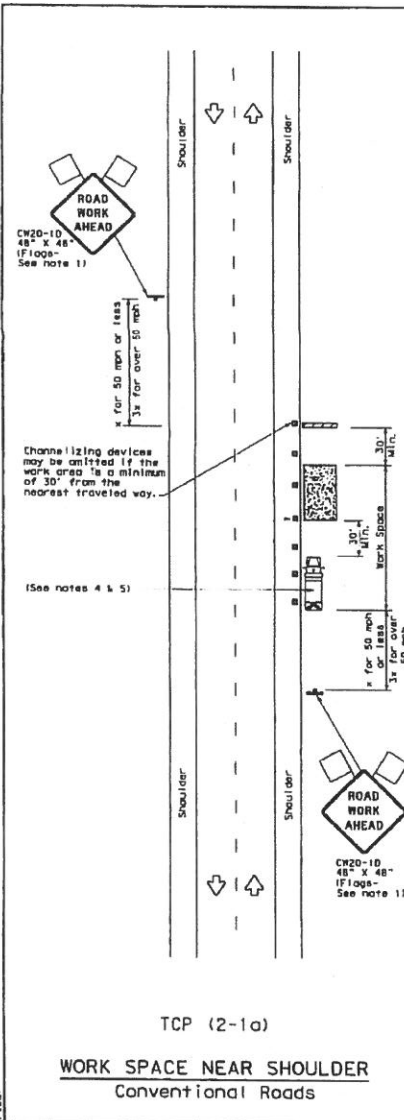
Special Provisions:
TCP 2-1 12

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	Tracy House
Title	Permit Coordinator
District	Austin

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for the use of this standard for any purpose other than that for which it was developed. The Texas Department of Transportation is not responsible for any liability or damages resulting from the use of this standard.

DATE: FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Floating Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed H	Formula	Minimum Desirable Taper Lengths L	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space
30	150'	150'	30'	120'	90'
35	150'	150'	30'	120'	90'
40	205'	205'	35'	160'	120'
45	265'	265'	40'	240'	155'
50	450'	450'	45'	320'	195'
55	550'	550'	50'	400'	240'
60	600'	600'	55'	480'	295'
65	715'	715'	60'	560'	350'
70	770'	770'	65'	640'	410'
75	825'	825'	70'	720'	475'

* Conventional Roads Only
 W Taper Lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those indicated with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiles of material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCPIS-1 for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

REVISED	DATE	BY	CHKD	APPD
2-94	2-12			
1-97				
4-98				
1-01				

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-IH35@RR BLVD- FRONTIER COMMUNICATIONS

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: IH 35 at Ronald Reagan
Bldv.:

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Frontier Communications, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 6 day of April, 2017, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Frontier Communications

Williamson County

Utility Name

By *Kenn Maly*
Authorized Signature

By _____
Authorized Signature

Title: *Manager*

Title: Williamson County Judge

Date: *4/6/17*

Date: _____

Attachment I

Inclusion in Highway Construction Contract

"Not Applicable"

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: 07/13/2017
CobbFendley Job: 1703-011-01
Re: IH 35 at Ronald Reagan Blvd

Frontier's Utility Agreement

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	DESCRIPTION
5	Frontier's - Utility Agreement Package

Received

JUL 13 2017

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

HNTB Corporation
Round Rock

Mr. Church:

Please see the attached Frontier's Utility Agreement Package for the above project. We have reviewed and approved Frontier's Utility Agreement Package in the amount of \$24,072.50.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED Melissa Horn
Melissa Horn, Principal