



Standard Utility Agreement

Form WILCO-U-SUA

(Rev. 3/25)

Page 1

Project Name:
Project Letting Date:
Utility ID (TxDOT LUP):

Roadway:
From:
To:

This Standard Utility Agreement ("Agreement") by and between Williamson County, Texas ("County"), 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 County.

WHEREAS, the County has deemed it necessary to make certain infrastructure improvements as designated by the County and, if applicable, approved by the Federal Roadway Administration and/or the State of Texas, within the limits of the project as indicated above;

WHEREAS, the proposed Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: [Enter scope of work here or submission will not be complete] ; and more specifically as shown in the 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 relocation of certain facilities to the extent as may be eligible for the County participation.

WHEREAS, the County, 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 County 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 County 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, state, and county 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 County, 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 County's right of way or future right of way, until the County provides the Utility with written authorization to proceed with the physical work upon the County's completion and clearance of its environmental review of the Project. Any such work by the Utility prior to the County'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 Project that has not yet been acquired by the County. 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 the County has not obtained completion and clearance of its environmental review of the Project prior to the execution of this Agreement by the County and the Utility.

If State and/or Federal funding applies to the Project, 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

Initial Date
County

Initial Date
Utility

Form WILCO-U-SUA

(Rev. 3/25)

Page 2

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. If State and/or Federal funding applies to the Project, 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 County 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 County, or may, with the County'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 County not later than six (6) months after completion of the field work. Failure to submit the request for final payment, in addition to all supporting documentation, within six (6) months after completion of the field work may result in forfeiture of payment for said work.

When requested, the County 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.

Alternatively, if the approved accounting method is a lump sum, the County agrees to pay the Utility an agreed lump sum of \$ _____ as supported by the attached estimated costs. The County 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 County 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 County 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 – WILCO-U-SUA;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – WILCO-U-JB (Attachment "D");
- Utility Joint Use Agreement – WILCO-U-JUA (Attachment "E");
- Eligibility Ratio Calculation (Attachment "F");
- Comparative Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – WILCO-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 County and the Utility.

This Agreement is subject to termination, without cause and for convenience, by the County 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

_____ Initial	_____ Date	_____ Initial	_____ Date
County		Utility	

Form WILCO-U-SUA

(Rev. 3/25)

Page 3

part of the County. However, the County will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the County 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 County Auditor with access to any information the County 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 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

Utility: _____

By: _____

Print Name: _____

Title: _____

Date: _____

THE COUNTY OF WILLIAMSON

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

By: _____
County Judge

Date: _____

Initial Date
County

Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

Funding Sources

Select all that apply

- ☐ City of _____
- ☐ Williamson County, Texas
- ☐ State of Texas *
- ☐ Federal *

*Buy America Compliance only applies when State or Federal funding is present.

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

- ☐ Currently, **this Project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of 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. Calculations 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 for iron and steel and will supply the required documentation to the County indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

Initial Date
County

Initial Date
Utility

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
County

Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date (mm/dd/yyyy): , subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this Agreement. (If construction will be joint bid and included in the highway contract, enter the Project let date.)

Estimated Duration (number of days): _____

Estimated Completion Date (mm/dd/yyyy): _____

- ☐ Joint Bid Construction – Actual construction dates may vary as determined by the Project contractor or the County.

Initial Date
County

Initial Date
Utility

Attachment "D" Statement Covering Contract Work

Engineering Contract:

- ☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)
- ☐ Utility will use consultant contract (Continuing contract rate sheets of fee schedule must be attached.)
- ☐ The County will procure a utility engineering consultant (Engineering rate sheet must be attached.)

Construction Contract:

- ☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)
- ☐ Utility will use outside forces to perform the accommodation. (Complete the Procedure to be used in Contracting Work below.)
- ☐ The County will complete the accommodation joint-bid as indicated below. (Option D) (WILCO-U-JB also required)

Statement Covering Utility Construction Contract Work

I, [Name], a duly authorized and qualified representative of [Company], hereinafter referred to as Utility, am fully cognizant of the facts and make the following statements in respect to the work which will or may be done on a contract basis as it appears in the estimate (Attachment A), to which this statement is attached.

It is more economical and/or expedient for Utility to contract this accommodation, or Utility is not adequately stated 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:

☐ **Option A:**

Solicitation of 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 must be provided to the County at billing.

Initial Date
County

Initial Date
Utility

**Option B:**

Solicitation of bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors 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 County. Such presently known contractors are listed below: (a list may be attached)

1. _____

2. _____

3. _____

**Option C:**

The work is to be performed under an existing continuing contract under which certain work is regularly performed for Utility and under which the lowest available costs are developed. The existing continuing contract will be made available for the County for review at a location mutually acceptable to the Utility and the County. If only part of the work is to be done under an existing contract, a Continuing Contract Rate sheet must be attached.

**Option D:**

The Utility plans and specifications, with the consent of County, will be included in the construction contract awarded by the County. In the best interest of both the County and Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of the Project [Project Name], so that the work may be can be coordinated with the other construction operations; and the construction contract is to be awarded by the County 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 WILCO-U-JB, the terms of which are incorporated herein by reference.



Signature

Date

Title

Initial Date
County

Initial Date
Utility

WILCO-U-JB

Statement Covering Utility Construction Contract Work – In the Williamson County's Project Construction Contract

Work Responsibilities

- A. The _____ (Utility or County) is responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for the required accommodations along _____.
- B. The _____ (Utility or County) will develop the plans and specifications for the County to include in the current planning specifications and estimate package being prepared by representatives of the County.
- C. The _____ (Utility or County) will secure all necessary permitting as may be required for the installation of the _____ line on behalf of the utility.
- D. The _____ (Utility or County) will secure all necessary easements as may be required for the installation of the _____ line on behalf of the utility.
- E. The **Utility** shall provide the following services under this Agreement:
- 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 County to include in the current planning specifications and estimate package being prepared by representatives of the Williamson County.
 - iii. Secure all necessary permitting as may be required for the installation of the _____ line.
 - iv. Arrange and coordinate with the contractor, through the County, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed _____ during construction, and the relocation of _____ and connection of services to customers.
 - v. Advise the County of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the County of the results of these activities.
 - vii. Provide inspection services for the construction, notify the County of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.

Initial

Date

County

Initial

Date

Utility

- viii. Assume all responsibility for the maintenance of the existing _____ 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.

F. The County shall provide the following services under this Agreement:

- 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 County 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 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.

Initial

Date

County

Initial

Date

Utility

Attachment "E" Utility Joint Use Agreement

- ☐ Utility Joint Use Agreement (WILCO-U-JUA)
 - ☐ Plans with highlighted areas to be joint used are included.

- ☐ Utility Installation Review/Permit Number:
The utility must obtain an approved permit before the start of construction inside the County right of way.

- ☐ Utility Prior Rights Agreement
 - ☐ Plans with prior rights area highlighted are included.

- ☐ Quit Claim will be submitted at the Final Billing
Area of existing easements to be quit claimed is noted in the plans.

Initial Date
County

Initial Date
Utility

Attachment "F" Eligibility Ratio

Eligibility Ratio established: %

- ☐ Interstate roadway
- ☐ Non-interstate roadway / project

Initial Date
County

Initial Date
Utility

Attachment "G"

Betterment Calculation and Estimate

- ☐ No Betterment
- ☐ Elective Betterment Ratio established: %
- ☐ Betterment % Calculation is attached
- ☐ Comparative Estimate including betterment and in-kind is attached
- ☐ Forced Betterment
- ☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation is attached)
- ☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation is attached)
- ☐ Due to proposed project design. (Provide explanation below)

Description of Elective Betterment included in this accommodation:

Statement justifying Forced Betterment included in this accommodation:

Initial Date
County

Initial Date
Utility

**Attachment “H”
Proof of Property Interest**

- ☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility.

- ☐ Property interest documented through the following applicable affidavits and required attachments are attached.
 - ☐ WILCO-U-Affidavit
 - ☐ Utility Owner
AND
 - ☐ Disinterested Party or Landowner

 - ☐ Pole attachment with utility holding a compensable property interest.

Initial Date
County

Initial Date
Utility