



## Supplemental to Standard Utility Agreement

Supplemental Agreement No.:

Project Name:  
Project Letting Date:  
Utility ID:

Roadway:  
From:  
To:

THIS SUPPLEMENTAL AGREEMENT by and between Williamson County, Texas ("County") and [ ] ("Utility") shall be effective upon the date of acceptance and execution by and on behalf of the County.

**WHEREAS**, the County and Utility executed a Standard Utility Agreement on [Month] [Day], [Year] concerning the adjustment, relocation, or removal of certain of the Utility's facilities;

**WHEREAS**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**WHEREAS**, due to newly discovered information by the Utility deemed sufficient by the County, the County and Utility agree that supplementation to the Standard Utility Agreement is necessary; and

**WHEREAS**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: [ ], which is more specifically shown in Utility's plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

### NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is ☐ increased or ☐ decreased to a total of \$ [ ], or ☐ no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

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.

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
Initial Date  
County

\_\_\_\_\_  
Initial Date  
Utility

## Attachment "A"

### Plans, Specifications, and Estimated Costs

☐ Not Applicable

#### 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

☐ Not Applicable

☐ **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

☐ Not Applicable

Estimated Start Date:

Estimated Duration (days):

Estimated Completion Date:

☐ 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

☐ Not Applicable

### 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

\_\_\_\_\_  
Initial      Date  
County

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Utility

requirements and specifications for the work to be performed. Associated bid tabulations must be provided to the County at billing.

☐ **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

☐ Not Applicable

### 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. 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.

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Initial

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Date

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Date

Utility

- vii. Assume all responsibility for the maintenance of the existing \_\_\_\_\_ during and upon completion of the construction contract.
- viii. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- ix. 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.
- x. 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

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Initial

\_\_\_\_\_  
Date

Utility

## **Attachment "E"**

### **Utility Joint Use Agreement – (WILCO-U-JUA) and/or Utility Installation Request**

☐ Not Applicable

☐ 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

☐ Not Applicable

Eligibility Ratio established:  %

☐ Interstate roadway

☐ Non-interstate roadway / project

\_\_\_\_\_  
Initial      Date  
County

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment "G" Betterment Calculation and Estimate

☐ Not Applicable

☐ 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  
Williamson County

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment "H" Proof of Property Interest

☐ Not Applicable

☐ 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  
Williamson County

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Initial      Date  
Utility