

STANDARD UTILITY AGREEMENT

County: WILLIAMSON
Project No.: 1103-003-01

Highway Project Letting Date: November 2012

Highway: IH 35 NB AND FRONTAGE

From: Westinghouse Rd.

To: RM 2243

This Agreement by and between Williamson, ("**County**"), and Verizon, ("**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: Verizon construction will consist of relocating 1712' of 300x24 cooper cable and 1712 48 fiber cable in conduit. Verizon must place 1712' of 300x24, 1900' 48 fiber and hand holes at extra depth in rocky terrain to clear the confines of the road construction; 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

other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

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.

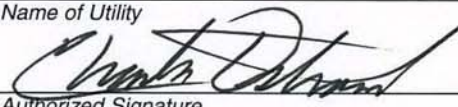
The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

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

Utility: GTE Southwest Incorporated D/B/A Verizon
Southwest
Name of Utility

By: 
Authorized Signature

Charles Ostrander
Print or Type Name

Title: Director

Date: 11/5/12

WILLIAMSON COUNTY

By: 
Authorized Signature

DAK A GAYTON
Print or Type Name

Title: County Judge

Date: 12-18-2012

Attachment A

Plans, Specifications, and Estimated Costs

5428-8P0A0BY WILCO IH 35 NB Frontage Rd

Estimated Totals	
Class 1 Material Cost:	\$53,623.84
Engineering Labor:	\$8,340.00
Splicing Labor:	\$8,160.00
Placing Contractor:	\$29,182.40
Estimated Total:	\$99,306.24

Class 1 Material Cost

IPID	Material Code	Account	Description	Quantity	Unit Price	Totals
2871901	919797	242320	48 SM Fiber cable	1900	2.48	\$4,712.00
2871903	282483	242310	300X24 Copper cable	1712	28.57	\$48,911.84

Engineering Labor

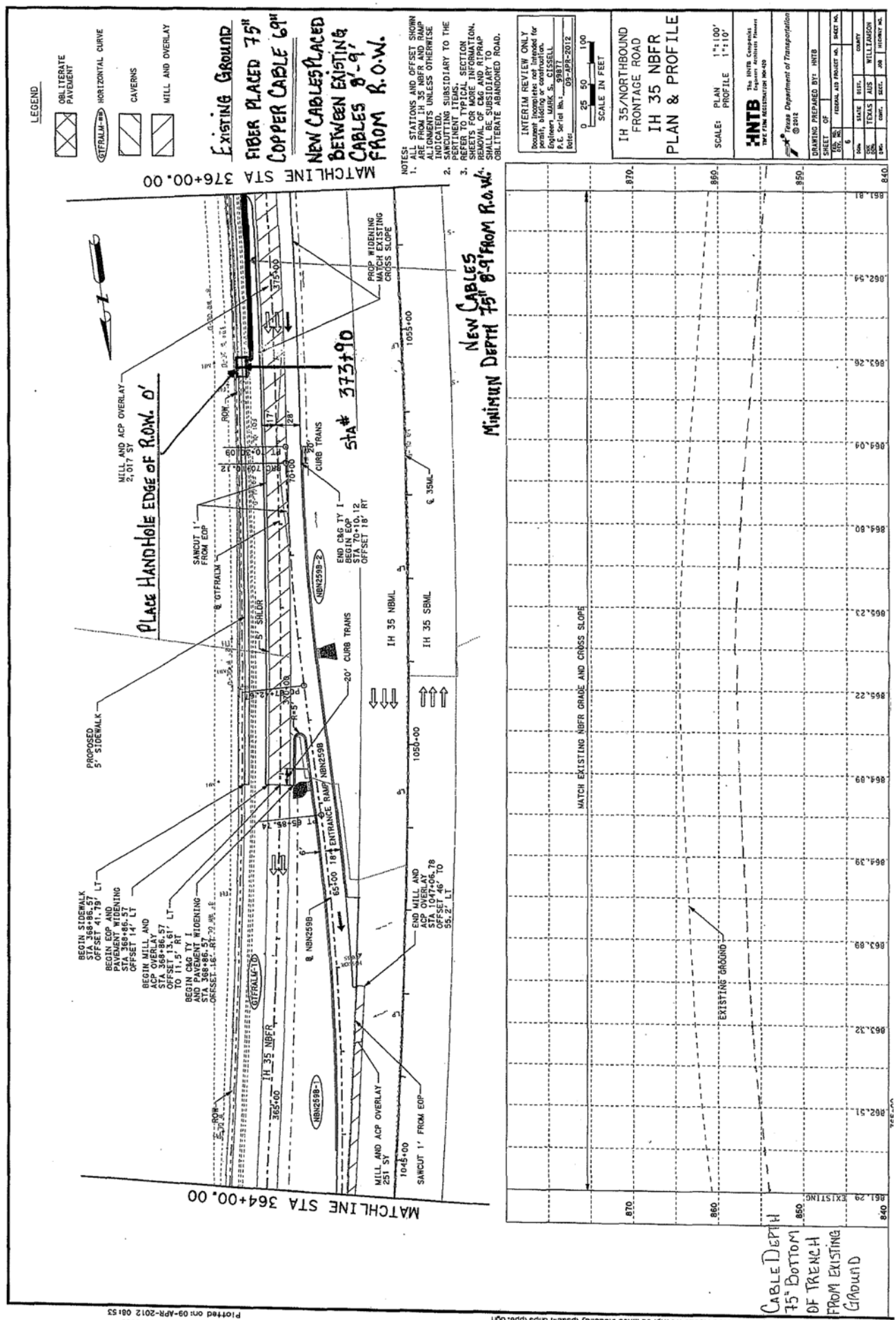
	Account	Work Function	Quantity	Unit Price	Totals
	242320	Detail Engineering	60	139	\$8,340.00

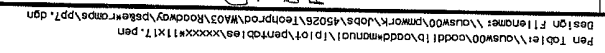
Splicing Labor

	Account	Work Function	Quantity	Unit Price	Totals
	242310	splice copper	84	80	\$6,720.00
	242320	splice fiber	18	80	\$1,440.00

Placing

	Account	Description	Quantity	Unit Price	Totals
	242320	Pull fiber in conduit/ sub-duct	1900	2.09	\$3,971.00
	242310	place conduit/ sub-duct in open trench	1900	0.75	\$1,425.00
	242310	Place cable in open trench	1712	1.09	\$1,866.08
	242310	Rock saw trench	1712	5.24	\$8,970.88
	242310	Rock saw extra depth	1900	4.52	\$8,588.00
	242310	Bore	160	16.28	\$2,604.80
	242310	Place Hand Hole	3	346.78	\$1,040.34
	242310	Dig splice pit	2	358.15	\$716.30





Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 01/2/2013

Estimated Completion Date: 2/10/2013

Attachment C

Eligibility Ratio

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for federal participation. Pursuant to current state and federal law, federal participation is 100% of all eligible costs; therefore, an eligibility ratio calculation is “Not Applicable

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 costs are eligible for federal participation. Pursuant to current state and federal law, federal participation is 100% of all eligible costs; therefore, an eligibility ratio calculation is “Not Applicable

Attachment F

Copy of Approved TxDOT Online installation Permit

Per discussion with local TXDOT no permit is required. All facilities will remain in the same alignment however the depth will be much lower.

Attachment I

Inclusion in Highway Construction Contract (if applicable)

Not Applicable