

## STANDARD UTILITY AGREEMENT

County: Williamson

Project No.:     

Highway Project Letting Date: November 2016

Highway: IH-35 at CR 305

From: Approx. 0.1 Miles North of Existing CR 305

To: Approx. 0.2 Miles South of Existing CR 305

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: **JRRL-LTV-TxDot-C.R.305 & 304 Relocate Facilities**; 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

#### 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: Engineering Supervisor

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

Date: 9.30.16

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.

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

**UTILITY**

Utility: Frontier Communications  
Name of Utility

By:   
Authorized Signature

Kerin Moseley  
Print or Type Name

Title: Engineering Supervisor

Date: 9.30.16

CR 305 at IH 35 Phase I - Utility Reimbursement Agreement

**WILLIAMSON COUNTY**

By:   
Authorized Signature

Lisa L. Birtman  
Print or Type Name

Title: Comm., Pct. 1

Date: 11-15-16

**Attachment "A"**

**Frontier**

**Cost Summary**

Frontier Cost:	
Material and Labor	\$32,653.77
Contractor Breakdown	<u>\$27,378.17</u>
	\$60,031.94

**Attachment A**

**Plans, Specifications, and Estimated Costs**



September 29, 2016

70426 – 5203420

Exchange: Jarrell, Tx  
70426 – JRRLTXA

Project Name: IH35 & C.R.305  
U-Number

MATERIAL	UNITS	QTY	TOTALS	REMARKS
ALS25x24	Feet	2100	915.60	.436 cents

LABOR	UNITS	QTY	TOTALS	REMARKS
Engineering Labor	Hours	40	\$2600.00	\$65/hr.
Splicing Labor	Hours	32	\$1760.00	\$55/hr.
Contractor			\$27,378.17	

<b>TOTAL ESTIMATED COST FOR CUSTOMER</b>	\$32,653.77
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Networking Engineering & Technology  
1700 N. Austin Ave, Georgetown, TX,  
78626

October 3, 2016

[www.Frontier.com](http://www.Frontier.com)

<b>Contractor Breakdown</b>
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Account	Description	Quantity	Rate	Total \$
2423.101	P73A Splice Pit	4 EA	@\$1,325.98	\$5,303.92
2423.101	P60B Place Buried Ca	1700 FT	@ \$5.2166588	\$8,868.32
2423.101	P70B Rock Saw	1700 FT	@ \$6.4160705	\$10,907.32
2423.101	P61A Place Pedestal	7 EA	@ \$328.37285	\$2,298.61

<b>Total</b>	<b>\$27,378.17</b>
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NOTE: Clearance between water and cable be a minimum 24"

NOTE: TELEPHONE CABLE WILL BE PLACED 2FT OFF OF R.O.W AND BE PLACED AT A DEPTH OF 36 INCHES

The cable in cyan is for the new ROW and will be buried at 36 inches

CAUTION PROPOSED WATER LINE

CAUTION

Peds 20&21 are 56ft from center of pavement

COUNTY ROAD 305 (CR-305)

(454') (06.1979)  
(UEF25)  
(CPDCO 1,601-625)

CR 304 b/w station 120+00 to 123+56 telephone line will be moved closer to fence line with 2 pedestals

(82') (06.1984)  
(AEF25)  
(CPDCO 1,601-625)

(452') (06.1979)  
(UEF25)  
(CPDCO 1,601-611+  
XDD,12+  
CPDCO 1,613-625)

The cable in red is the existing cable and is located on the edge of pavement

CAUTION  
EXISTING  
WATERLINE  
CROSSING

1237' 10.2016  
AEF 25  
CPDCO 1,601-625

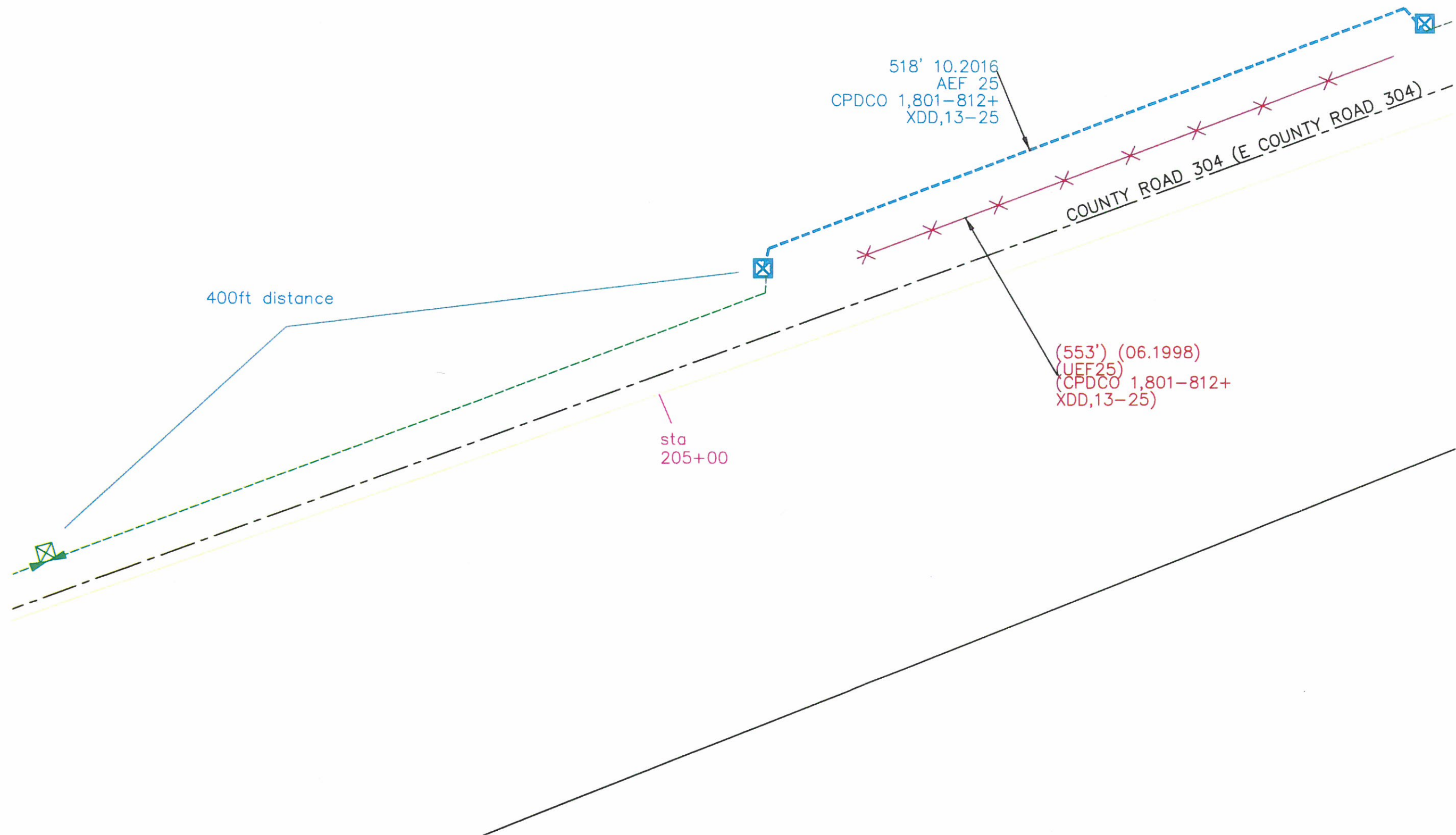
Ped 19 is 86ft from center of pavement

Ped 18 is 30ft from center of pavement

1237' 10.2016  
AEF 25  
CPDCO 1,601-625

Ped 22 is 30ft from center of pavement

Note: Will be placing 2 new peds and plowing  
new cable in at 36 inches and as close to the  
fence line as possible.





## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: 11/22/2016**

**Estimated Completion Date: 03/31/2017**

## **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.: AUS20160927103439

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

Installation Owner: Frontier

Office Name: Georgetown

Applicant Name: Trey Valdez

Phone: 512-869-2230

Mobile:

Email: [lorenzo.t.valdez@ftr.com](mailto:lorenzo.t.valdez@ftr.com)

Route: IH0035

Control Section: 001508

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 111- Frontier

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: CR 111:  
From FM 1460  
To SH 130.

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

**WHEREAS**, Frontier, 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 30 day of SEPT, 2016, 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

Williamson County

By Kemi Maly  
Utility Name  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Title: Engineering Supervisor

Title: Williamson County Judge

Date: 9.30.16

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

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

Owner: Frontier

Utility Name

By Kemi Maly

Authorized Signature

Title: Engineering Supervisor

Date: 9.30.16

Williamson County

By Jim Bonbman

Authorized Signature

Title: Williamson County Judge Comm., Pct 1

Date: 11-15-16



**Attachment I**

**Inclusion in Highway Construction Contract**

**“Not Applicable”**

## **Attachment I**

### **Inclusion in Highway Construction Contract (if applicable)**

In the best interest of both the County and the Utility, the Utility request the County 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 County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility:

\_\_\_\_\_  
*Name of Utility*

By:

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title:

Date:

## LETTER OF TRANSMITTAL

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

Date: November 8, 2016  
CobbFendley Job: \_\_\_\_\_  
Re: CR 305 at IH 35  
Frontier's Utility Agreement Package

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

### PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ As Requested

☐ For Your Use

☐ For Review & Comment

Received

NOV 08 2016

HNTB Corporation  
Round Rock

Mr. Church:

We have reviewed and recommend execution of Frontier's Utility Agreement Package in the amount of \$60,031.94.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED



Melissa Horn, Principal