STANDARD UTILITY AGREEMENT

U-Number: **U15659**

District: San Antonio
Federal Project No.: NH 2019(776)
ROW CSJ: 0072-06-079
Highway Project Letting Date: 4/3/2019

County: Kendall
Highway: IH-10
From: Scenic Loop/Cascade Caverns
To: Kendall/Bexar County Line

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, (**"State**"), and City of Boerne - Gas, ("**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 **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration 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 the **Utility** as indicated in the following statement of work: Due to conflict with drainage culverts and ditches along westbound frontage road, install approx. 3,341 LF of 6" poly natural gas main (trench method), remove approx. 3,837 LF of existing gas main; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

WHEREAS, the **State,** 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 **State** 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 **State** 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 and state 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. §§ 4231, 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 **State**, 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 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 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. 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 **State** 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 **State**, or may, with the **State'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 **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** 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.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, 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 **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** 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 **State** 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 **State** 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:

1. Standard Utility Agreement – ROW-U-35;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Accounting Method (Attachment "B");
4. Schedule of Work (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
7. Eligibility Ratio (Attachment "F");
8. Betterment Calculation and Estimate (Attachment "G"); and
9. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (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 **State** and the **Utility**.

_____	_____		_____	_____
Initial	Date		Initial	Date
TxDOT			Utility	

This agreement is subject to cancellation by the **State** 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 part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** 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 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 **State** 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: City of Boerne - Gas
Name of Utility

By: _____
Authorized Signature

Ronald C. Bowman
Print or Type Name

Title: City Manager

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), San Antonio District

THE STATE OF TEXAS

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

By: _____
District Engineer (or designee)

Date: _____

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "A"
Plans, Specifications, and Estimated Costs

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

TxDOT CSJ #0072-06-074

SHEET NO.	STA. TO STA.	402 6001 TRENCH EXCAVATION PROTECTION LF	7XXX XXXX NGP MAIN (6" DIA) (TRENCH) LF	7XXX XXXX NGP MAIN (6" DIA) (INSERT) LF	7XXX XXXX GAS ELL (6" DIA) EA	7XXX XXXX GAS CAP (6" DIA) EA	7XXX XXXX GAS TEE (6" DIA X 6" DIA) EA	7XXX XXXX NGP STOPPLE (6" DIA & BYPASS) EA	7XXX XXXX REMOVAL LF	7XXX XXXX NGP SLEEVE (10" PE 2406) (BORING) LF	7XXX XXXX GAS VALVE (6" DIA) EA	7XXX XXXX GAS TRANSITION (6" DIA) EA	7XXX XXXX NGP SERVICE (1" DIA) EA	7XXX XXXX NGP SERVICE (2" DIA) EA
1 OF 5	0+00 TO 8+75	631	631	256	1	1	1	1	875	256	0	1	1	1
2 OF 5	8+75 TO 17+75	889	889	11	0	0	0	0	900	11	0	0	0	0
3 OF 5	17+75 TO 26+75	787	787	114	0	0	0	0	900	114	0	0	0	1
4 OF 5	26+75 TO 35+75	764	764	137	0	0	0	0	900	137	0	0	0	0
5 OF 5	35+75 TO 38+15	270	270	0	1	0	0	0	262	0	1	1	0	0
	TOTALS	3341	3341	518	2	1	1	1	3837	518	1	2	1	2

SHEET INDEX

SHEET NUMBER	SHEET DESCRIPTION
1 OF 1	QUANTITY SHEET
1 OF 1	GENERAL NOTES
1 OF 1	OVERALL PLAN
1 OF 5	GAS PLAN & PROFILE
2 OF 5	GAS PLAN & PROFILE
3 OF 5	GAS PLAN & PROFILE
4 OF 5	GAS PLAN & PROFILE
5 OF 5	GAS PLAN & PROFILE

STATE OF TEXAS
DUSTIN L. LECROY
127894
LICENSED
PROFESSIONAL ENGINEER

1/7/2019

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DUSTIN L. LECROY, P.E. #127894 ON 1/7/2019 . ALTERATION OF A SEALEDDOCUMENT WITHOUT PROPER NOTIFICATION TO THERESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF HALFF TRITEX, 1201 NORTH BOWSER RD., RICHARDSON, TEXAS 75081. TBPE FIRM #F-15767

NO.	REVISION	BY	DATE

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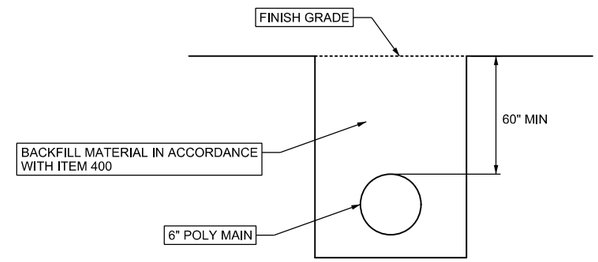
QUANTITY SHEET

SHEET 1 OF 1

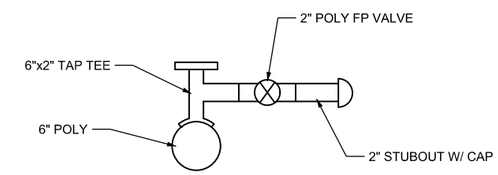
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		751
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10

GENERAL NOTES:

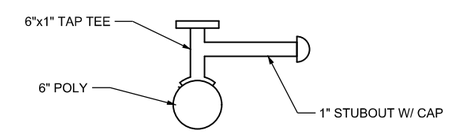
1. All work shall be completed in accordance with all applicable federal, state, and local regulations; including but not limited to the Code of Federal Regulations (CFR) Title 49, Subtitle B, Chapter I, Subchapter D, Part 192 (Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards), and the Texas Administrative Code (TAC) Title 43, Part 1, Chapter 21, Subchapter C (Utility Accomodation). Construction practices shall conform to the latest versions of City of Boerne Construction Procedures Manual, the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering, and the City or County standards.
2. The Contractor shall abide by all applicable federal, state, and local laws governing excavation. When required by the regulations, the Contractor shall provide detailed plans and specifications for trench safety systems that comply with applicable laws governing excavation. These plans shall be sealed by an Engineer experienced in the design of trench safety systems and licensed by the State of Texas. Submit plan to the Owner prior to commencing work. The Contractor shall be solely responsible for all aspects of work related to excavation.
3. The Contractor shall notify City of Boerne personnel at least 48 hours prior to the start of construction.
4. All existing and proposed City of Boerne pipelines and other known obstructions shall be marked prior to the start of construction. Prior to commencing construction, Contractor shall contact Texas811 and municipal utility owners.
5. The Contractor shall maintain a minimum clearance of 24" from any underground obstruction in open cut sections and 48" from any underground obstruction in bore sections, except upon approval of variance by City of Boerne personnel.
6. The coordinates listed are in North American Datum 1983 (NAD83), Texas State Plane - South Central Zone (4204), surface coordinates with the TxDOT Bexar County scale factor of 1.00017 applied.
7. Fill material shall be placed in lifts not exceeding eight (8) inches in loose thickness in public roadway or railway Right-Of-Way (ROW), unless noted otherwise in the contract documents. Compaction procedures outside of public ROW, including fill material and moisture content, shall comply with City of Boene standards.
8. It shall be the Contractor's responsibility to collect and provide as-built coordinate data, including elevation data, as required per City of Boerne standards and as noted in the contract documents. The data shall be provided with World Geodetic System (WGS) 1984 latitude and longitude coordinates in decimal degree format with a minimum of 7 decimals.
9. The Contractor shall maintain the minimum cover requirements to the top of pipe as specified below: (Any deviation from design needs to have City of Boerne, Project Utility Coordinator, TxDOT and/or City approvals.)
   A. Medium Density Polyethylene pipe (i.e. MDPE or poly):
      i. Unpaved cover / parallel to Road Right-of-Way: 60 inches
      ii. Perpendicular to Road Right-of-Way: 60 inches
      iii. Within Railroad Right-of-Way: Requires steel casing pipe (Refer to AREMA guidelines)
   B. Steel pipe:
      i. Unpaved cover / parallel to Road Right-of-Way: 60 inches
      ii. Perpendicular to Right-of-Way: 60 inches
      iii. Within Railroad Right-of-Way: 72 inches (Shall meet AREMA guidelines)
10. For pipeline installations, location markers shall be provided by City of Boerne. The markers shall be placed at a minimum of every 400 feet within TxDOT ROW. Location markers shall also be placed at important positions along the alignment, including the ROW line and other critical locations along the pipeline alignment, as directed by City of Boerne personnel.
11. For pipeline installations, install test stations every 500 feet. Test stations will not be paid for directly but will be considered subsidiary to the pipe installation.
12. Prior to commencing construction, Contractor shall contact Texas811 and municipal utility owners. Existing utility locations shown are taken from available records provided by the utility Owner and field locations of surface appurtenances. Locations shown are generally schematic in nature and may not accurately reflect the size and location of each individual utility. Some utility lines may not be shown. Contractor shall assume responsibility for actual field location and protection of existing facilities, whether shown or not. Contractor shall also assume responsibility for coordination of repairs to existing facilities, whether shown or not, damaged by contractor's activities. Contractor shall be responsible for adjustment to utility appurtenances, such as utility manhole lids and valve covers, when required for construction. Contractor shall coordinate utility adjustments with other disciplines and the appropriate utility agencies and provide for all fees for permits, connections, inspections, etc. These adjustments shall be considered incidental to the construction contract. Differences in horizontal or vertical location of existing utilities shall not be a basis for additional expense.
13. Barricading and traffic control during construction shall be the responsibility of the Contractor and shall conform to the latest edition of the "Texas Manual on Uniform Traffic Control Devices", Part VI, in particular. Traffic flow and access shall be maintained during all phases of the construction. The Contractor is responsible for providing traffic safety measures for work on project.
14. Any damages that may occur to real property or existing improvements shall be restored by the Contractor to at least the same condition that the real property or existing improvements were in prior to the damages. This restoration shall be subject to the Owner's approval; moreover, this restoration shall not be a basis for additional compensation to the Contractor. Restoration shall include, but not be limited to, regrassing, revegetation, replacing fences, replacing trees, etc.
15. It shall be the responsibility of the Contractor to:
   A. Prevent any damage to private property and property owner's poles, fences, shrubs, etc.
   B. Provide access to all drives during construction.
   C. Protect all underground utilities to remain in service.
   D. Notify all utility companies and verify location of all utilities prior to start of construction.
16. The drawings contained herein are not, and should not be solely considered to be a storm water pollution prevention plan. Should the Contractor choose to use the information herein, he shall do so with the provision that he at a minimum meets all applicable rules, regulations, codes, and permit requirements for construction activities
17. Bore profile is intended as a guide only. Driller is responsible for final profile and must be pre-approved by City of Boerne.
18. Where there is a discrepancy between requirements in any part of the contract documents, the most stringent requirements shall be followed.
19. Existing gas mains to be abandoned in accordance with the Texas Administrative Code (TAC) Title 43, Part 1, Chapter 21, Subchapter C, Section 21.39 (Ownership, Function, Abandonment, and Idling of Facilities).



TYPICAL TRENCH DETAIL
NTS



2" SERVICE DETAIL
NTS



1" SERVICE DETAIL
NTS

STATE OF TEXAS
DUSTIN L. LECROY
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LICENSED PROFESSIONAL ENGINEER
1/7/2019

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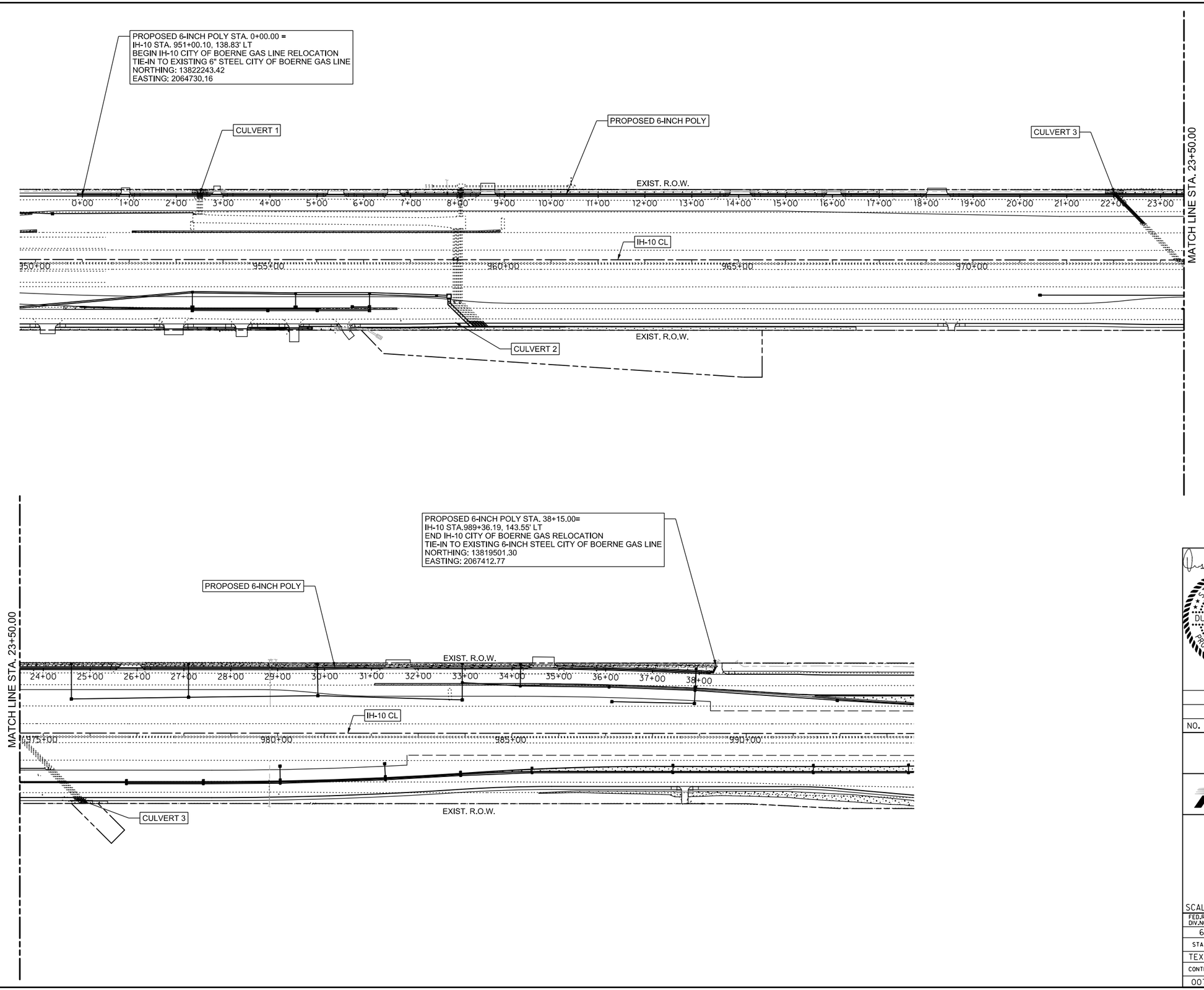
GENERAL NOTES

SCALE: 1"=80' SHEET 1 OF 1

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		752
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10



0 40 80 120
HORIZ SCALE IN FEET

LEGEND

	EX. RIGHT OF WAY (ROW)
Ex W	EX. WATER LINE
Ex SS	EX. WASTEWATER LINE
Ex Gas	EX. GAS LINE
Ex UGE	EX. ELECTRIC LINE
	EX. TELEPHONE LINE
Ex F/O	EX. FIBER OPTIC LINE
Ex CATV	EX. CABLE TELEVISION LINE
	EX. STORM SEWER LINE
	EX. OVERHEAD UTILITY LINE
EB	EX. ELECTRICAL BOX
FH	EX. FIRE HYDRANT
WV	EX. WATER VALVE
WM	EX. WATER METER
	EX. WASTEWATER MANHOLE
TMH	EX. TELEPHONE MANHOLE
	EX. FIBER HANDHOLE
TPED	EX. TELEPHONE PEDESTAL
GV	EX. GAS VALVE
PP/R	EX. POWER POLE WITH TRANSFORMER
PP	EX. POWER POLE
LP	EX. LIGHT POLE
TSP	EX. TRAFFIC SIGNAL POLE
	EX. UTILITY CONTINUATION
	EX. UTILITY END/PLUG
	EX. TEST HOLE
	EX. EDGE OF PAVEMENT
	PROP. EDGE OF PAVEMENT
	PROP. STORM SEWER LINE
	PROP. CULVERT
1"HD	PROP. 6-INCH POLY GAS LINE
	REMOVE EXISTING GAS LINE
	PROP. GAS VALVE
	PROP. GAS TEST STATION
	EX. GRADE (PROFILE)
	PROP. GRADE (PROFILE)
	GRATE INLET

STATE OF TEXAS
DUSTIN L. LECROY
127894
LICENSED PROFESSIONAL ENGINEER
1/7/2019

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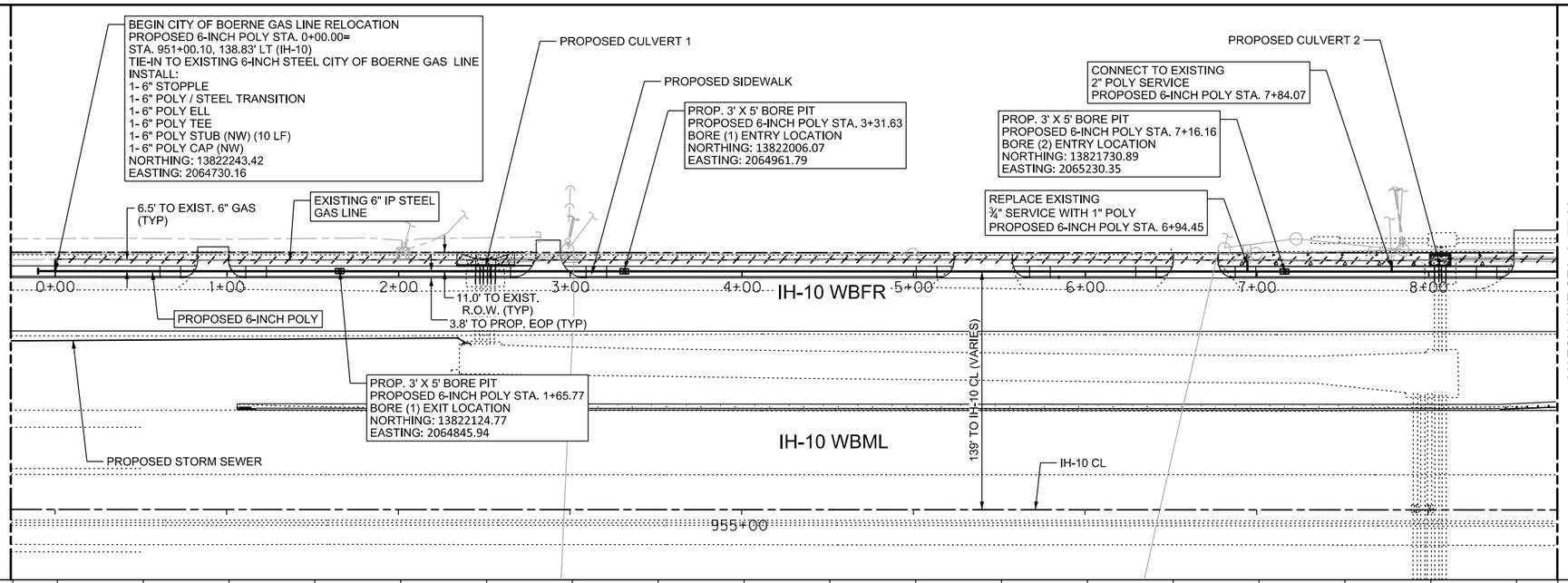
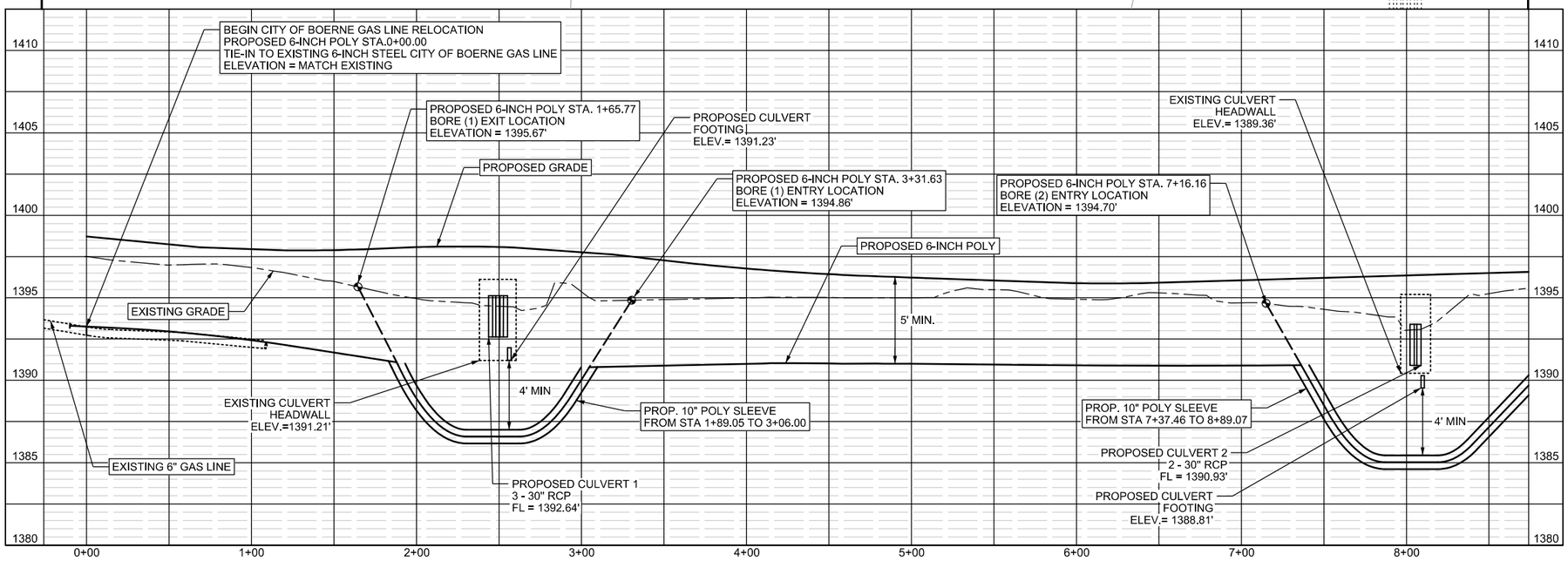
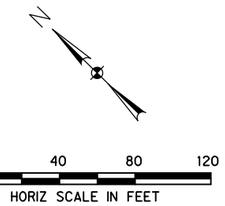
OVERALL PLAN

SCALE: 1"=200' SHEET 1 OF 1

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		753
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10







LEGEND

	EX. RIGHT OF WAY (ROW)
Ex W	EX. WATER LINE
Ex SS	EX. WASTEWATER LINE
Ex Gas	EX. GAS LINE
Ex UGE	EX. ELECTRIC LINE
	EX. TELEPHONE LINE
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	EX. STORM SEWER LINE
	EX. OVERHEAD UTILITY LINE
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	EX. WASTEWATER MANHOLE
TMH	EX. TELEPHONE MANHOLE
	EX. FIBER HANDHOLE
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PP/R	EX. POWER POLE WITH TRANSFORMER
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	PROP. EDGE OF PAVEMENT
	PROP. STORM SEWER LINE
	PROP. CULVERT
1"HDPE	PROP. 6-INCH POLY GAS LINE
	REMOVE EXISTING GAS LINE
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	EX. GRADE (PROFILE)
	PROP. GRADE (PROFILE)
	GRATE INLET

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GAS PLAN & PROFILE

SCALE: 1"=80' SHEET 1 OF 5

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		754
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10

POLY BORE GUILDLINES		
NAME		BORE (1)
ENTRY	ANGLE	9°
	RADIUS	200 FT.
TANGENT		32 FT.
EXIT	ANGLE	11°
	RADIUS	200 FT.
TOTAL LENGTH		166 FT.

POLY BORE GUILDLINES		
NAME		BORE (2)
ENTRY	ANGLE	10°
	RADIUS	200 FT.
TANGENT		32 FT.
EXIT	ANGLE	6°
	RADIUS	200 FT.
TOTAL LENGTH		216 FT.

* TOTAL LENGTH OF BORES ARE CALCULATED FROM ENTRY GRADE TO EXIT GRADE.

POLY PIPE TABLE							
PIPING SPECIFICATIONS				DESIGN DATA	TESTING REQUIREMENTS		
DESCRIPTION	O.D. (IN.)	W.T. (IN.)	PIPE GRADE	DESIGN PRESSURE (P.S.I.G.)	MINIMUM TEST PRESSURE (P.S.I.G.)	MAX TEST PRESSURE (P.S.I.G.)	TEST DURATION (HOURS)
6" PIPE	6.6250	0.576	PE2406	60	90	120	***

*** USE SPEC FOR MINIMUM DURATION OF TEST.

NOTE: CONTRACTOR TO MAINTAIN GAS FEED DURING CONSTRUCTION

!! CAUTION !!
ALL UNDERGROUND OBSTRUCTIONS MAY NOT BE LOCATED

BARLOW EQUATION FOR POLY PIPE P=(2 x S x (t / D - t) x(DF)	
OUTSIDE PIPE DIAMETER (IN) = D	6.625
WALL THICKNESS (IN) = t	0.602
0.32, PER CFR 192.121 = DF	0.32
HDB AT 73% DF (PSI) = S	1,250
MAOP (PSI) = P	80.0

AH3322 OFFICE: SAN PROJECT # 35236 TIME: 5:52:13 PM DATE: 1/7/2019

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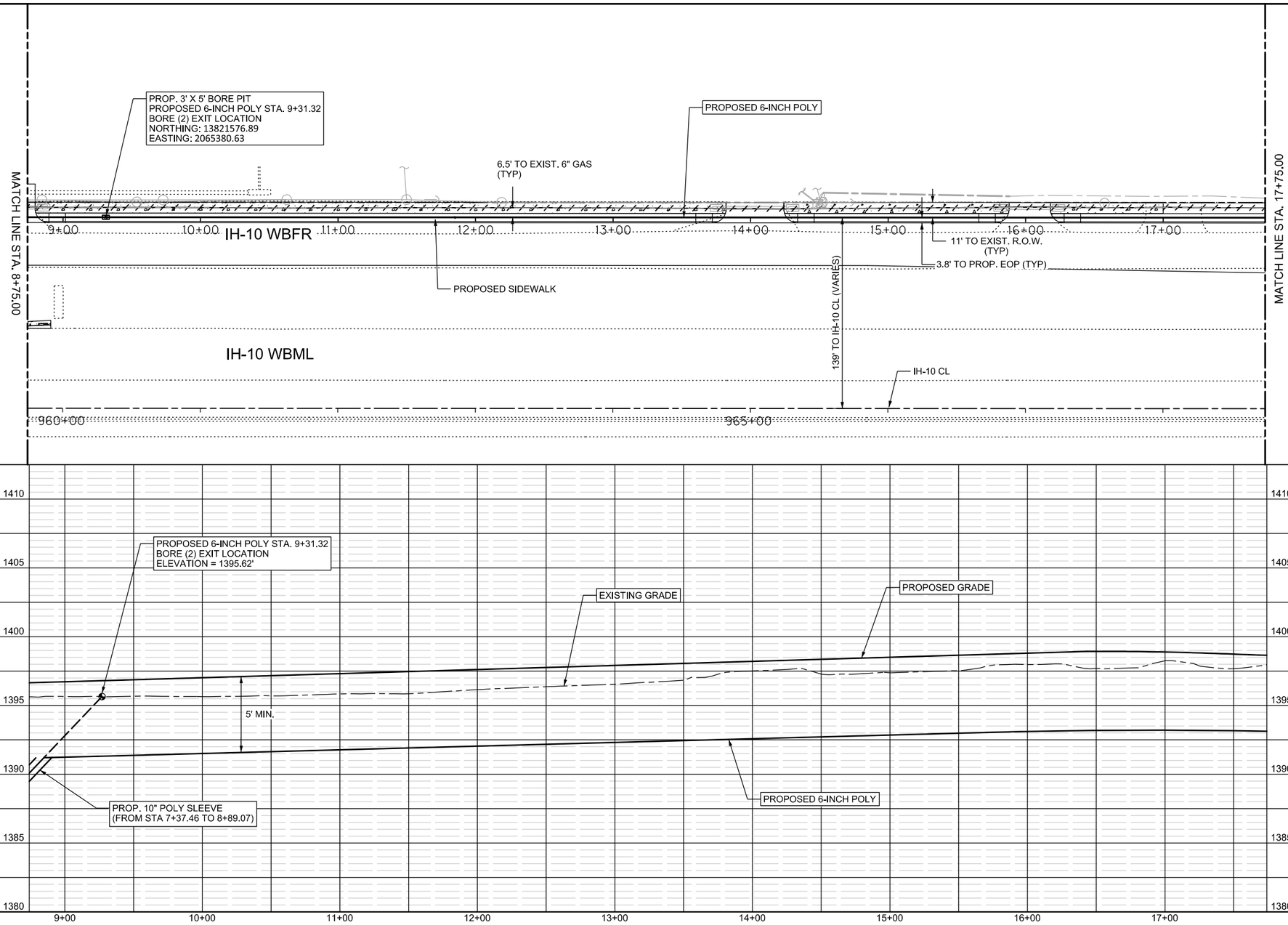

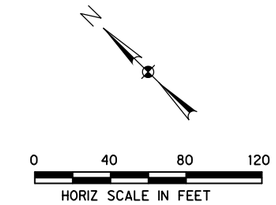

LEGEND

	EX. RIGHT OF WAY (ROW)
Ex W	EX. WATER LINE
Ex SS	EX. WASTEWATER LINE
Ex Gas	EX. GAS LINE
Ex UGE	EX. ELECTRIC LINE
	EX. TELEPHONE LINE
Ex F/O	EX. FIBER OPTIC LINE
Ex CATV	EX. CABLE TELEVISION LINE
	EX. STORM SEWER LINE
	EX. OVERHEAD UTILITY LINE
EB	EX. ELECTRICAL BOX
FH	EX. FIRE HYDRANT
WV	EX. WATER VALVE
WM	EX. WATER METER
	EX. WASTEWATER MANHOLE
TMH	EX. TELEPHONE MANHOLE
	EX. FIBER HANDHOLE
TPED	EX. TELEPHONE PEDESTAL
GV	EX. GAS VALVE
PP/R	EX. POWER POLE WITH TRANSFORMER
PP	EX. POWER POLE
LP	EX. LIGHT POLE
TSP	EX. TRAFFIC SIGNAL POLE
	EX. UTILITY CONTINUATION
	EX. UTILITY END/PLUG
	EX. TEST HOLE
	EX. EDGE OF PAVEMENT
	PROP. EDGE OF PAVEMENT
	PROP. STORM SEWER LINE
	PROP. CULVERT
1"HDPE	PROP. 6-INCH POLY GAS LINE
	REMOVE EXISTING GAS LINE
	PROP. GAS VALVE
	PROP. GAS TEST STATION
	EX. GRADE (PROFILE)
	PROP. GRADE (PROFILE)
	GRATE INLET

STATE OF TEXAS
DUSTIN L. LECROY
127894
LICENSED PROFESSIONAL ENGINEER
1/7/2019

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1201 NORTH BOWSER ROAD
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(214) 233-2536

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GAS PLAN & PROFILE

SCALE: 1"=80'

SHEET 2 OF 5

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		755
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10

POLY PIPE TABLE

PIPING SPECIFICATIONS				DESIGN DATA	TESTING REQUIREMENTS		
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6" PIPE	6.6250	0.576	PE2406	60	90	120	***

*** USE SPEC FOR MINIMUM DURATION OF TEST.

NOTE: CONTRACTOR TO MAINTAIN GAS FEED DURING CONSTRUCTION

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0.32, PER CFR 192.121 = DF	0.32
HDB AT 73% DF (PSI) = S	1,250
MAOP (PSI) = P	80.0

AH3322 OFFICE: SAN PROJECT # 35236 TIME: 5:52:14 PM DATE: 1/7/2019
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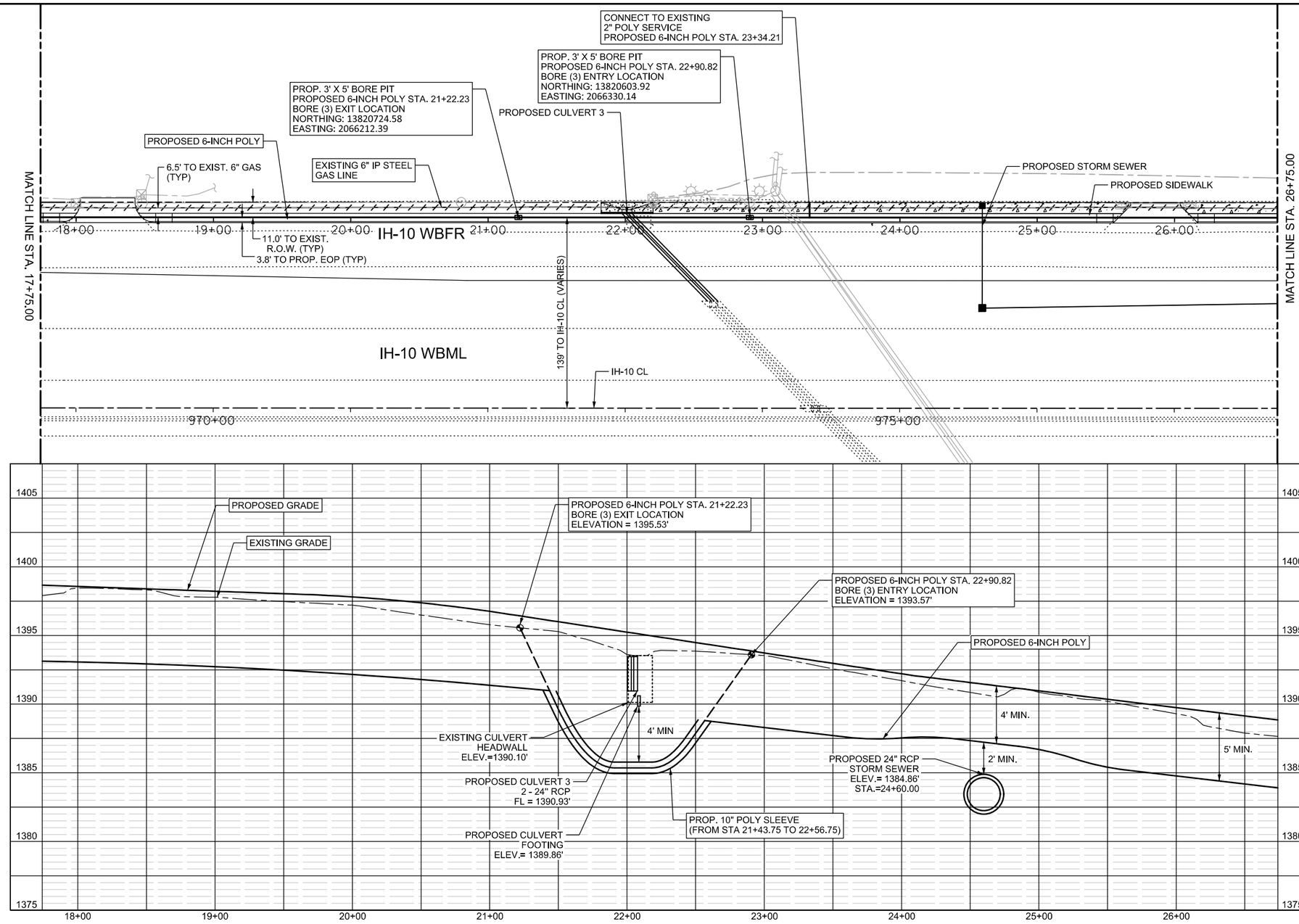

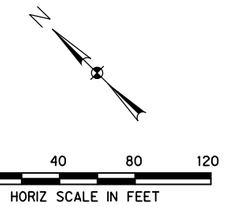

LEGEND

	EX. RIGHT OF WAY (ROW)
Ex W	EX. WATER LINE
Ex SS	EX. WASTEWATER LINE
Ex Gas	EX. GAS LINE
Ex UGE	EX. ELECTRIC LINE
	EX. TELEPHONE LINE
Ex F/O	EX. FIBER OPTIC LINE
Ex CATV	EX. CABLE TELEVISION LINE
	EX. STORM SEWER LINE
	EX. OVERHEAD UTILITY LINE
EB	EX. ELECTRICAL BOX
FH	EX. FIRE HYDRANT
WV	EX. WATER VALVE
WM	EX. WATER METER
	EX. WASTEWATER MANHOLE
TMH	EX. TELEPHONE MANHOLE
	EX. FIBER HANDHOLE
TPED	EX. TELEPHONE PEDESTAL
GV	EX. GAS VALVE
PP/R	EX. POWER POLE WITH TRANSFORMER
PP	EX. POWER POLE
LP	EX. LIGHT POLE
TSP	EX. TRAFFIC SIGNAL POLE
	EX. UTILITY CONTINUATION
	EX. UTILITY END/PLUG
	EX. TEST HOLE
	EX. EDGE OF PAVEMENT
	PROP. EDGE OF PAVEMENT
	PROP. STORM SEWER LINE
	PROP. CULVERT
1400	PROP. 6-INCH POLY GAS LINE
	REMOVE EXISTING GAS LINE
	PROP. GAS VALVE
	PROP. GAS TEST STATION
	EX. GRADE (PROFILE)
	PROP. GRADE (PROFILE)
	GRATE INLET

STATE OF TEXAS
DUSTIN L. LECROY
127894
LICENSED PROFESSIONAL ENGINEER
1/7/2019

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GAS PLAN & PROFILE

SCALE: 1"=80' SHEET 3 OF 5

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		756
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10

POLY PIPE TABLE

PIPING SPECIFICATIONS				DESIGN DATA	TESTING REQUIREMENTS		
DESCRIPTION	O.D. (IN.)	W.T. (IN.)	PIPE GRADE	DESIGN PRESSURE (P.S.I.G.)	MINIMUM TEST PRESSURE (P.S.I.G.)	MAX TEST PRESSURE (P.S.I.G.)	TEST DURATION (HOURS)
6" PIPE	6.6250	0.576	PE2406	60	90	120	***

*** USE SPEC FOR MINIMUM DURATION OF TEST.

NOTE: CONTRACTOR TO MAINTAIN GAS FEED DURING CONSTRUCTION

!! CAUTION !!
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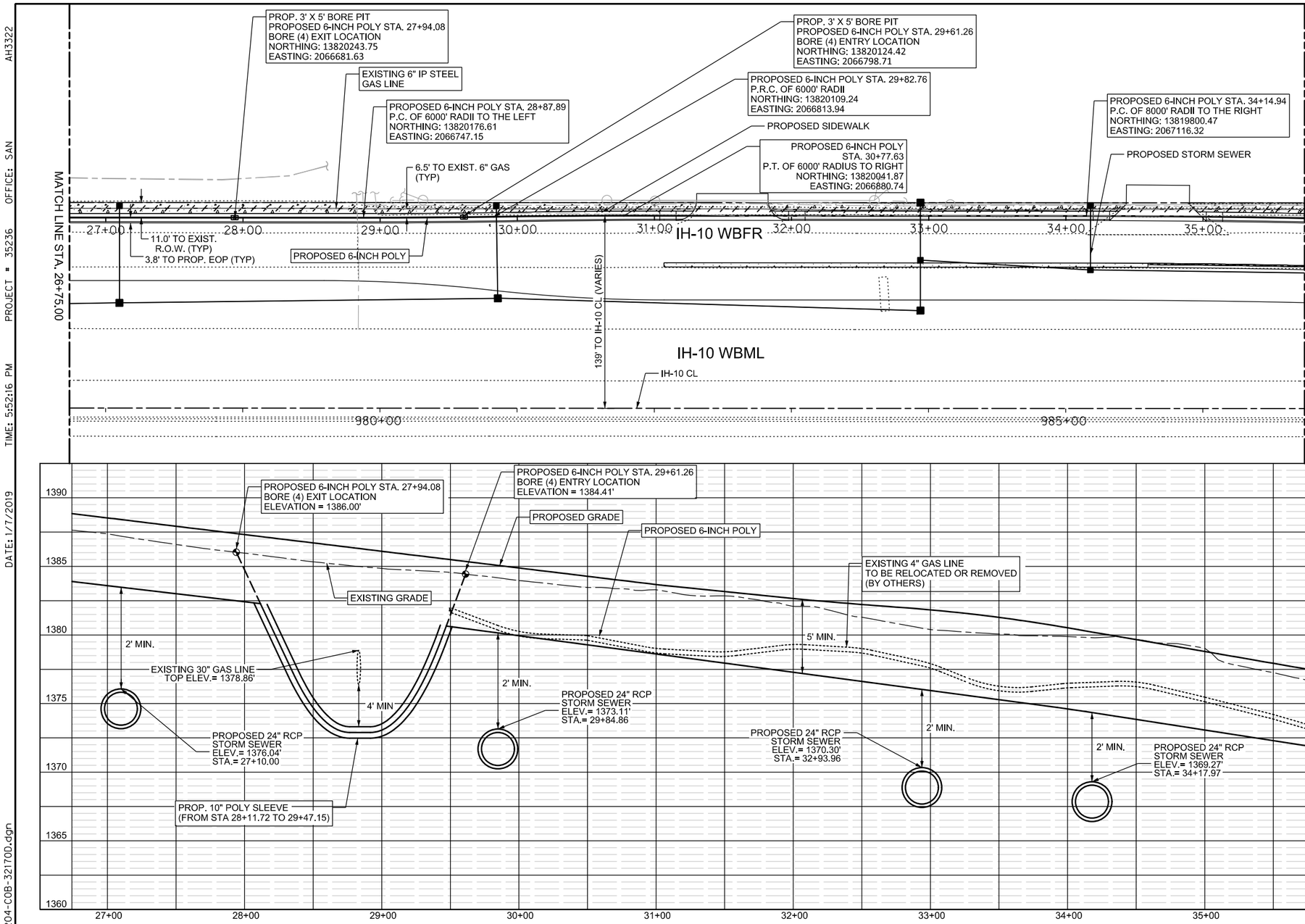
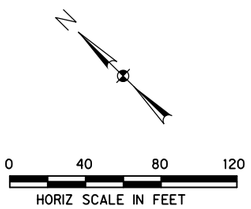
0.32, PER CFR 192.121 = DF	0.32
HDB AT 73% DF (PSI) = S	1,250
MAOP (PSI) = P	80.0

POLY BORE GUILDLINES		
NAME		BORE (3)
ENTRY	ANGLE	8°
	RADIUS	200 FT.
TANGENT		27 FT.
EXIT	ANGLE	12°
	RADIUS	200 FT.
TOTAL LENGTH		169 FT.

* TOTAL LENGTH OF BORES ARE CALCULATED FROM ENTRY GRADE TO EXIT GRADE.





LEGEND

	EX. RIGHT OF WAY (ROW)
Ex W	EX. WATER LINE
Ex SS	EX. WASTEWATER LINE
Ex Gas	EX. GAS LINE
Ex UGE	EX. ELECTRIC LINE
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	PROP. GAS TEST STATION
	EX. GRADE (PROFILE)
	PROP. GRADE (PROFILE)
	GRATE INLET

STATE OF TEXAS
DUSTIN L. LECROY
127894
LICENSED PROFESSIONAL ENGINEER
1/7/2019

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GAS PLAN & PROFILE

SCALE: 1"=80'

SHEET 4 OF 5

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		757
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10

POLY PIPE TABLE

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POLY BORE GUILDLINES		
NAME		BORE (4)
ENTRY	ANGLE	15°
	RADIUS	200 FT.
TANGENT		15 FT.
EXIT	ANGLE	12°
	RADIUS	200 FT.
TOTAL LENGTH		167 FT.

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AH3322 OFFICE: SAN PROJECT # 35236 TIME: 5:52:16 PM DATE: 1/7/2019

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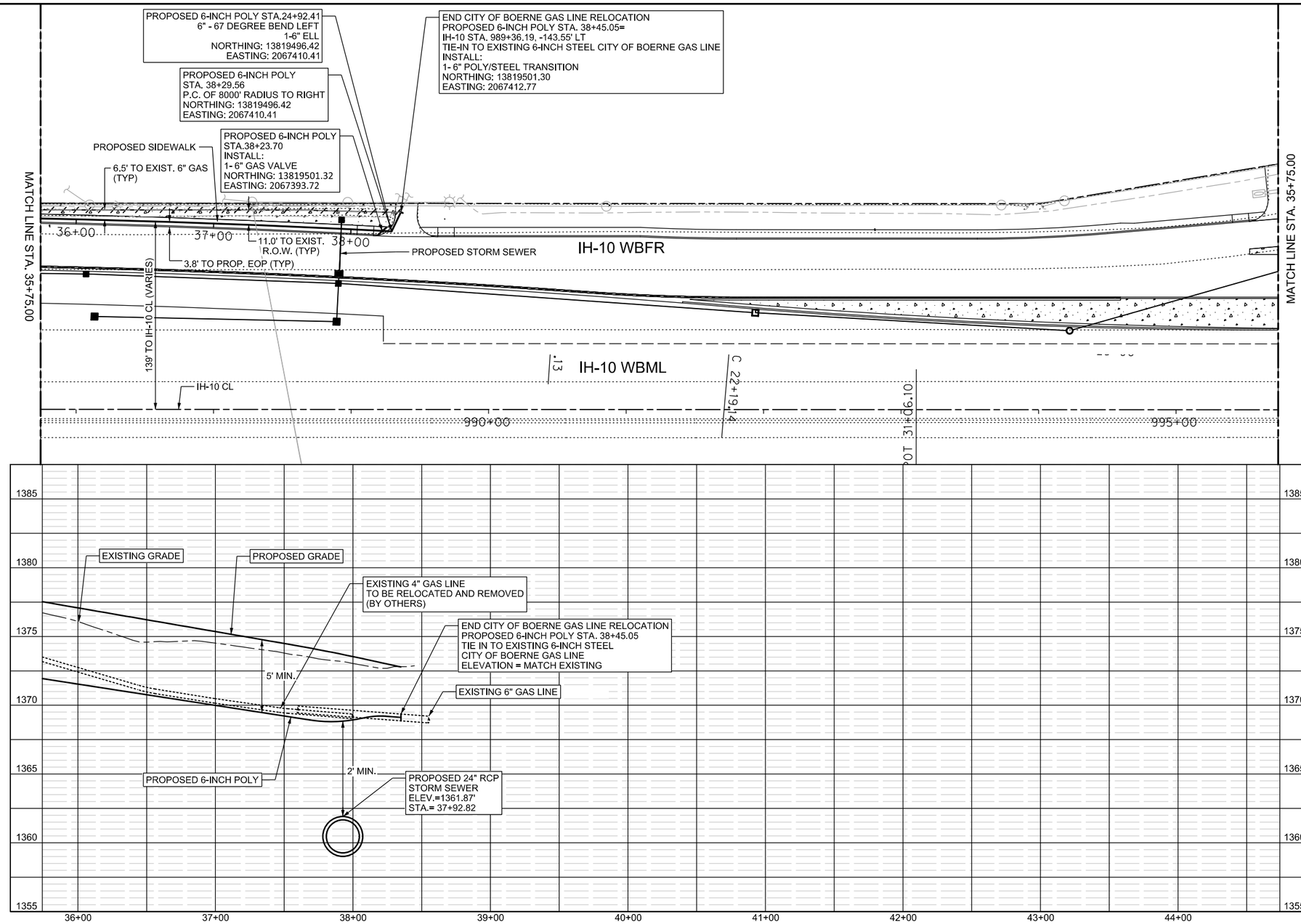

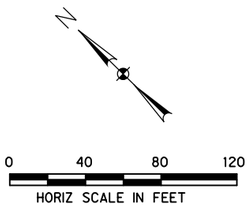

LEGEND

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GAS PLAN & PROFILE

SCALE: 1"=80' SHEET 5 OF 5

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET
6	SEE TITLE SHEET		758
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
0072	06	074	IH-10

POLY PIPE TABLE

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CITY OF BOERNE - GAS

IH-10 FROM SCENIC LOOP/CASCADE CAVERNS TO KENDALL/BEXAR COUNTY LINE

CSJ: 0072-06-074/RCSJ: 0072-06-079

U NUMBER: U15659

Original Utility Agreement Summary Cost			
	(Elective Betterment)	**Amount**	**Total**
Construction Cost (In Highway Contract)			
Construction Cost (Elective Betterment- 0.00%)	$ -	$ 831,898.84	$ 831,898.84
Total Construction Cost (In Highway Contract):	$ -	**$ 831,898.84**	$ 831,898.84
Utility Costs [C.O.B.]			
Engineering Services (Utility hired Consultant)	$ -	$ 77,899.00	$ 77,899.00
Admin Fee (Utility-COB)	$ -	$ 14,866.00	$ 14,866.00
Construction Phase Services (Utility-COB)	$ -	$ 51,640.14	$ 51,640.14
	$ -	$ -	$ -
Total Utility Costs	$ -	**$ 144,405.14**	**$ 144,405.14**
Total Original Agreement Cost	**$ -**	**$ 976,303.98**	**$ 976,303.98**

IH-10 City of Boerne Gas Estimate
U-15659

JOINT BID COST (PAID BY TXDOT THROUGH HIGHWAY CONTRACT)					
DESCRIPTION	QTY		PRICE	UNIT		COST
NGP MAIN (6" DIA. PE 2406/2708 DR 11)(TRENCH)	3,341	$	155.42	FT	$	519,258.22
NGP MAIN (6" DIA. PE 2406/2708 DR 11)(INSERT)	518	$	18.00	FT	$	9,324.00
NGP STOPPLE (6" DIA.)**	1	$	33,077.01	EA	$	33,077.01
NGP SLEEVE (10" PE 2406/2078 DR 11)	518	$	357.73	FT	$	185,304.14
GAS ELL (6" DIA. POLY)	2	$	239.06	EA	$	478.12
GAS CAP (6" DIA. POLY)	1	$	307.05	EA	$	307.05
GAS TEE (6" DIA. X 6" DIA. POLY)	1	$	298.02	EA	$	298.02
GAS VALVE (6" DIA. POLY)	1	$	1,975.75	EA	$	1,975.75
GAS POLY/STEEL TRANSITION (6" DIA.)**	2	$	423.75	EA	$	847.50
NGP SERVICE (1" DIA. POLY)	1	$	1,200.00	EA	$	1,200.00
NGP SERVICE (2" DIA. POLY)	2	$	1,800.00	EA	$	3,600.00
REMOVAL	3,837	$	17.69	FT	$	67,876.53
TRENCH EXCAVATION PROTECTION	3,341	$	2.50	FT	$	8,352.50
				CONSTRUCTION AND MATERIALS SUBTOTAL	$	831,898.84
				TAX (0.0%)	$	-
				FREIGHT (0.0%)	$	-
				CONSTRUCTION AND MATERIALS TOTAL	**$**	**831,898.84**

All steel material to be purchased from a domestic manufacturer per the Buy America clause.

ENGINEERING COST BY HALFF TRITEX (PAID BY COB & TO BE SUBMITTED TO TXDOT FOR REIMBURSEMENT)					
DESCRIPTION	QTY		PRICE	UNIT		COST
CONTRACT ENGINEERING - Project Manager	22	$	217.00	HR	$	4,774.00
CONTRACT ENGINEERING - Sr. Project Engineer	44	$	180.00	HR	$	7,920.00
CONTRACT ENGINEERING - Design Engineer	310	$	123.00	HR	$	38,130.00
CONTRACT ENGINEERING - CAD Technician	285	$	95.00	HR	$	27,075.00
				ENGINEERING TOTAL	$	77,899.00
				TAX (0.0%)	$	-
				ENGINEERING TOTAL	**$**	**77,899.00**

ADMIN COST FOR COB (TO BE SUBMITTED TO TXDOT FOR REIMBURSEMENT)					
DESCRIPTION	QTY		PRICE	UNIT		COST
CITY SERVICES - City Engineer	72	$	74.00	HR	$	5,328.00
CITY SERVICES - Operations Admin	40	$	67.00	HR	$	2,680.00
CITY SERVICES - Sr. Const. Insp.	98	$	56.00	HR	$	5,488.00
CITY SERVICES - Project Admin	14	$	43.00	HR	$	602.00
CITY SERVICES - Public Works Inspector	24	$	32.00	HR	$	768.00
				ADMIN TOTAL	$	14,866.00
				TAX (0.0%)	$	-
				ADMIN COST TOTAL	**$**	**14,866.00**

CONSTRUCTION PHASE SPECIAL SERVICES (PAID BY COB & TO BE SUBMITTED TO TXDOT FOR REIMBURSEMENT)					
DESCRIPTION	QTY		PRICE	UNIT		COST
3RD PARTY INSPECTION ESTIMATE - Contracted Lab Services	350	$	120.00	HR	$	42,000.00
CITY OF BOERNE - Gas Department Install[1]	1	$	9,640.14	EA	$	9,640.14
				SPECIAL SERVICES TOTAL	$	51,640.14
				TAX (0.0%)	$	-
				SPECIAL SERVICES COST TOTAL	**$**	**51,640.14**

(1) City of Boerne will perform tie-in to existing mains and services

TOTAL REIMBURSABLE COSTS	**$**	**144,405.14**
TOTAL PROJECT COSTS	**$**	**976,303.98**

RESOLUTION NO. 2018-R61

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOERNE AND HALFF TRITEX, INC. FOR NATURAL GAS UTILITY RELOCATION DESIGN AND CONSTRUCTION SERVICES ON TXDOT IH 10 IMPROVEMENTS BETWEEN SCENIC LOOP ROAD AND THE BEXAR COUNTY LINE

WHEREAS, the City of Boerne finds it necessary to enter into and manage an agreement for design and construction services of natural gas utility relocations associated with TxDOT's IH 10 improvements between Scenic Loop Road and the Bexar County Line.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

that the City Council hereby authorizes the City Manager to enter and manage an agreement with Halff TriTex, Inc. for design and construction services of the IH 10 natural gas utility relocations in an amount not to exceed $77,900.00.

PASSED and APPROVED on this the 14th day of August, 2018.

APPROVED:

Mayor

ATTEST:

City Secretary

August 3, 2018

City of Boerne
402 E. Blanco
Boerne, Texas 78006

Attention: Mr. Sean Reich, P.E., PMP, City Engineer
Email: sreich@boerne-tx.gov

RE: Interstate Highway 10 Gas Relocations
(Texas Dept. of Transportation - CSJ 0072-06-074)

Dear Mr. Reich:

Halff TriTex, Inc. (Halff TriTex) is pleased to present our proposal for professional services required for the above referenced project.

The scope of services includes necessary engineering, subsurface utility engineering, and construction phase services necessary for completion of the gas utility relocations affiliated with the IH-10 roadway project being conducted by the Texas Department of Transportation (TxDOT). We have developed the attached scope of work and fee schedule for the proposed project. The following attachments are included with the Proposal:

Exhibit "A" Proposed Scope of Services
Attachment "A" Schedule of Fees
Exhibit "B" Standard Agreement

The scope of services for this utility relocation project was developed from a request provided to Halff on July 18, 2018 as part of utility coordination meeting for the IH-10 highway project. That request specified certain measures that were to be included within the scope of services, specifically a time and materials proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. We are available to meet with you to discuss this scope and answer any questions you may have. Feel free to contact me at 214-346-6200.

It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

APPROVED:

Engineer: **HALFF TRITEX, INC.**

Signature:

Name: Jared Canuteson, P.E.

Title: Vice-President

Date: 8/3/2018

APPROVED:

Client: **CITY OF BOERNE, TEXAS**

Signature: Ronald C. Bowman

Name: Ronald C. Bowman

Title: City Manager

Date: 8/15/18

Exhibit "A"
Scope of Services
For
IH-10 WA4 Gas Utility Relocates
City of Boerne

PROJECT DESCRIPTION

Currently the Texas Department of Transportation (TxDOT) has contracted with Halff Associates (Halff) for design services associated with IH-10 roadway improvements from Scenic Loop Road to the Kendall/Bexar County Line (CSJ 0072-06-074). This project includes ramp, main lane, and drainage improvements, as well as conversion of the frontage roads from two-way to one-way. Halff is contracted with TxDOT to perform subsurface utility engineering (SUE) for the I-10 roadway project and has preliminarily identified all City of Boerne utilities which are in conflict. The City of Boerne (City) has requested a proposal from Halff TriTex for the determination of existing natural gas utilities in conflict with the proposed IH-10 roadway improvements and preparation of relocation designs.

PROJECT ASSUMPTIONS

- Contract for utility relocations will be between Halff TriTex and the City of Boerne
- The IH-10 roadway project is interstate; therefore, the City will be reimbursed 100% by TxDOT for costs associated with the required in-kind utility relocations
- The roadway improvements are planned to be let for bidding in April 2019
- Utility conflict mitigation limits for the City of Boerne are Scenic Loop Road to the Kendall/Bexar County Line
- Utility relocation plans, specifications, and estimate (PS&E) will be prepared and included as part of the TxDOT IH-10 project. TxDOT online utility review of the relocation plans is not included with this scope of services. If online submittal and review of the plans will be required by TxDOT, a supplemental service agreement will be executed.

PHASE 1 – Project Management and Coordination

A) Engineer will manage the design team schedule and budgets, including sub-consultants, and maintain project records and contracts in accordance with the agreement.
B) Engineer will prepare monthly invoices in a format acceptable to the city along with a progress report of activities accomplished during the period.
C) Attend up to two (2) coordination meetings at the city offices with city staff

Deliverables – Monthly Progress Reports, Meeting Minutes

PHASE 2 – Data Collection and Review

Task 1 – Data Acquisition

Halff TriTex will review existing record drawings and easement information obtained from the City, including, but not limited to:

A) As-built records for all available City water, wastewater and gas utilities within the area of study.

B) Existing plat and separate instrument easement documents recorded with the City of Boerne and Kendall Counties.

C) Pending development plans with anticipated connections or easement dedications to the City of Boerne.

Task 2 – Utility Coordination

A) Perform conflict analysis with proposed improvements

B) Attend up to two (2) utility coordination meetings on behalf of the City as part of the associated TxDOT IH-10 roadway improvement project.

Deliverables –Conflict analysis spreadsheet, meeting minutes

PHASE 3 – Preliminary Design

A) Based upon the information from Phase 2, Tasks 1 & 2, Halff TriTex will investigate possible design alternatives for each identified conflict.

B) Halff TriTex will include a preliminary Engineer's Opinion of Probable Construction Cost for the identified conflicts and mitigation.

C) Halff TriTex will present a conceptual design along with mitigation alternatives to the City of Boerne for review and direction on how to proceed with formal utility relocation design.

PHASE 4 – Utility Design

Based on direction from City as a result of Task 3, Halff TriTex shall develop plans, specifications, and estimate (PS&E) to be incorporated into construction documents for use in bidding and constructing of the TxDOT initiated IH-10 project. Plans will be prepared and submitted to the City of Boerne and TxDOT to coincide with the 60%, 95%, and Bid phase submittals. The final design will consist of the following tasks and is based on the assumptions below:

- Utility design will in accordance with the following manuals and standards:
  - City of Boerne Utility requirements, Codes and Ordinances, and Standard Construction Details
  - Texas Administrative Code (TAC)
- Utility relocation design will be submitted for review and approval by TxDOT
- TxDOT approved utility relocation design will be incorporated into the I-10 construction drawings

Task 1 - 60% PS&E Documents

A) The 60% PS&E construction plan set shall consist of the following:
   1. Utility general notes
   2. Gas plan/profile sheets
   3. Project-specific and standard detail sheets

B) Prepare draft technical specifications for the gas utility relocations for the IH-10 project. City of Boerne specifications to supplement TxDOT general conditions.

C) Prepare a 60 percent Opinion of Probable Construction Costs.

Task 2 - 95% and Bid Set PS&E Documents

A) The 95% PS&E construction plan shall consist of the following:
   1. Incorporate City of Boerne and TxDOT review comments on the 60 percent submittal.
   2. Prepare any additional sheets required that were not included in the 60% submittal phase.
   3. Revise technical specifications for the gas utility relocations associated with the IH-10 project. City of Boerne specifications to supplement TxDOT general conditions.
   4. Prepare a 95 percent Opinion of Probable Construction Costs.

Task 3- Bid Construction Documents

A) Incorporate City of Boerne and TxDOT review comments on the 95% submittal.

B) Finalize, seal, and incorporate the utility relocation plans into the IH-10 project bid construction document package.

Deliverables –60% PS&E Documents, 95% PS&E Documents, and Bid Construction submittals of plans, specifications and opinion of probable construction cost

<u>PHASE 5 – Construction Phase Services</u>

These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. The Construction Phase Services are as defined below.

Task 1 – Submittals

Halff TriTex will review all submittals associated with the utility relocation provided by the Contractor related to shop drawings, samples, and other submittals for conformance with the design concept and general agreement of the contract. Halff TriTex will log and track all shop drawings, samples and submittals. Halff shall coordinate with City of Boerne for quality control.

Task 2 - Requests for Information (RFI)

Halff TriTex will review the Contractor's requests for information or clarification of the contract for construction. Halff TriTex will coordinate and issue responses to requests to Contractor. Halff will log and track the Contractor's requests. Five (5) RFI's are assumed as part of this proposal.

Task 3- Review of Contractor's Requested Changes

Halff TriTex shall review all requested changes from the Contractor to the contract for construction. Halff TriTex will make recommendations to City regarding the acceptability of the Contractor's request and, upon approval of the City, assist in negotiations of the requested change. Upon agreement and approval, Halff TriTex shall prepare and submit supporting change order documents and plan revisions.

Task 4- Contractor Pay Application Review

Halff TriTex will review each pay application submitted by the contractor to TxDOT (or TxDOT's third party construction inspection engineer) and verify quantities installed with the onsite construction inspector. Halff TriTex will coordinate with the City Project Manager on any submitted pay application and formally send correspondence onto TxDOT (or TxDOT's third party construction inspection engineer) upon direction from the City.

Task 5 -Completion of Record Documents

Halff TriTex shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction. Halff TriTex shall provide one (1) set of paper hard copy reproducible as well as one (1) electronic set of record drawings and documents to the City of Boerne. These record documents are a compilation of the sealed engineering drawings for the IH-10 utility relocation project, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness.

ITEMS EXCLUDED FROM SCOPE OF SERVICES

- Archeological survey and/or historic structure survey, including application for an Antiquities Permit, preparation of a historic research design, performing cultural resources reconnaissance or intensive surveys, evaluation of any resources for eligibility for listing in the NRHP, evaluation of effects on NRHP-eligible or NRHP-listed sites, or development of mitigation plans
- USFWS and TPWD coordination/consultation
- Field surveys for federal and state-listed threatened and endangered species.
- Phase I Environmental Site Assessment
- Design of public and franchised utility adjustments that are not noted in the above scope
- Analyzing or simulating water supply networks
- Storm Water Pollution Prevention Plan (SWPPP)
- Property acquisition or negotiations
- Filing fees, permit fees, and license fees
- Coordination with individual property owners
- Drafting any City Council agenda items, exhibits, ordinances, resolutions or attendance of council meetings.
- Engineers certificates. The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Engineer, increase the Engineer's risk or the availability or cost of his professional or general liability insurance.
- Performing any SUE level A, B, or C/D as part of this proposal.

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided. Additional services, if requested, will be separately identified and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

Payment Terms

Payment for services is on a time and materials basis, not to exceed the total amount listed below. This amount shall be payable by the City pursuant to the rate schedule listed below. Reimbursable expenses will be billed at cost plus 10%.

Job Title	Hourly Rate
Project Manager/Sr QC	$216.78
Senior Project Engineer (PE)	$177.35
Project Engineer (PE)	$145.78
Design Engineer (PE)	$123.24
Sr. Engineer Tech.	$111.22
Engineer in Training I	$96.19
Sr. CADD/GIS Tech	$93.18
CADD/GIS Tech I	$75.15
Survey Manager (RPLS)	$159.54
Surveyor (RPLS)	$150.29
SUE Manager	$159.31
Sr. Survey/SUE Tech	$105.30
Survey/SUE Tech	$84.16
SUE Test Hole (each)	$1,300
Administrative Assistant	$66.13

Schedule of Payment for each phase:

PHASE 1 – Project Management and Coordination

Task 1 – Project Management.....	$ 5,100.00
SUB-TOTAL PHASE 1 FEE (including direct expenses).....	$ 5,100.00

PHASE 2 – Data Collection and Review

Task 1 – Data Collection and Review.....	$ 1,400.00
Task 2 – Utility Coordination.....	$ 1,000.00
SUB-TOTAL PHASE 2 FEE (including direct expenses).....	$ 2,400.00

PHASE 3 – Preliminary Design

Task 1 – Preliminary Design.....	$ 6,400.00
SUB-TOTAL PHASE 3 FEE (including direct expenses).....	$ 6,400.00

PHASE 4 – Utility Design

Task 1 – 60% PS&E Documents.....	$ 16,400.00
Task 2 – 95% PS&E Documents.....	$ 21,500.00
Task 3 – Bid Construction Documents.....	$ 12,500.00
SUB-TOTAL PHASE 4 FEE (including direct expenses).....	$ 50,400.00

PHASE 5 – Construction Phase Services

Task 1 - Submittals.....	$ 1,700.00
Task 2 – Request for Information.....	$ 1,700.00
Task 3 – Review of Contractors Requested Changes.....	$ 2,000.00
Task 4 – Contractor Pay Application Review.....	$ 1,900.00
Task 5 – Record Drawings.....	$ 6,300.00
SUB-TOTAL PHASE 5 FEE (including direct expenses).....	$ 13,600.00

FEE SUMMARY

SUB-TOTAL PHASE 1	$ 5,100.00
SUB-TOTAL PHASE 2	$ 2,400.00
SUB-TOTAL PHASE 3	$ 6,400.00
SUB-TOTAL PHASE 4	$50,400.00
SUB-TOTAL PHASE 5	$13,600.00
**TOTAL FOR PHASES 1-5 (including direct expenses).....	**$ 77,900.00**

Professional Services on Time Materials Basis
IH-10 Utility Relocations - Water and Wasteawater

Date: 12/14/2018

TASK/DESCRIPTION		Design Sheets	PROJECT MANAGER	SR PE	PROJECT ENGINEER	DESIGN ENGINEER	SR ENGINEER TECH	EIT I	SR CADD/ GIS TECH	CADD / GIS TECH	SUE TEST HOLE	SURVEY / SUE MANAGER	SURVEY/ SUE TECH	CLERICAL / ADMIN	TOTAL MAN-HOURS	LABOR CHARGES	PRINTING, PLOTTING	DELIV, TRAVEL & SUE	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
PH 1	PROJECT STARTUP & MANAGEMENT & COORDINATION																			
TASK 1	PROGRESS MANAGEMENT		8	8		15									31	$5,001.64				$5,001.64
	SUBTOTAL HOURS/COSTS		8	8		15									31	$5,001.64				$5,001.64
PH 2	DATA COLLECTION AND REVIEW																			
TASK 1	DATA ACQUISITION			2		8									10	$1,340.62				$1,340.62
TASK 2	UTILITY COORDINATION					8									8	$985.92				$985.92
	SUBTOTAL HOURS/COSTS			2		16									18	$2,326.54				$2,326.54
PH 3	PRELIM DESIGN PHASE																			
TASK 1	PRELIM DESIGN		2	4		24			24						54	$6,337.04				$6,337.04
	SUBTOTAL HOURS/COSTS		2	4		24			24						54	$6,337.04				$6,337.04
PH 4	DESIGN PHASE																			
TASK 1	60% CONSTRUCTION PLANS & SUBMITTAL		4	4		56			85						149	$16,398.26				$16,398.26
TASK 2	95% CONSTRUCTION PLANS & SUBMITTAL		4	4		80			108						196	$21,499.16				$21,499.16
TASK 3	CONSTRUCTION BID PLANS & SUBMITTAL		1	4		68			34						107	$12,474.62				$12,474.62
	SUBTOTAL HOURS/COSTS		9	12		204			227						452	$50,372.04				$50,372.04
PH 5	CONSTRUCTION ADMINISTRATION & PROJECT CLOSE OUT																			
TASK 1	SHOP DRAWINGS & SUBMITTALS			3		9									12	$1,641.21				$1,641.21
TASK 2	RFI'S			3		9									12	$1,641.21				$1,641.21
TASK 3	REVIEW OF CONTRACTOR CHANGES		1	4		8									13	$1,912.10				$1,912.10
TASK 4	CONTRACTOR PAY APPLICATION REVIEW			4		9									13	$1,818.56				$1,818.56
TASK 5	RECORD DRAWINGS		2	4		16			34						56	$6,282.92				$6,282.92
	SUBTOTAL HOURS/COSTS		3	18		51			34						106	$13,296.00				$13,296.00
	SUBTOTAL HOURS/COSTS																			
FEE SUMMARY																				
PH 1	PROJECT STARTUP & MANAGEMENT & COORDINATION		8	8		15									31	$5,001.64				$5,001.64
PH 2	DATA COLLECTION AND REVIEW			2		16									18	$2,326.54				$2,326.54
PH 3	PRELIM DESIGN PHASE		2	4		24			24						54	$6,337.04				$6,337.04
PH 4	DESIGN PHASE		9	12		204			227						452	$50,372.04				$50,372.04
PH 5	CONSTRUCTION ADMINISTRATION & PROJECT CLOSE OUT		3	18		51			34						106	$13,296.00				$13,296.00
TOTAL HOURS			22	44		310			285						661					
CONTRACT RATES ($)			$216.78	$177.35	$145.78	$123.24	$111.12	$96.19	$93.18	$75.15	$1,300.00	$150.00	$145.00	$66.13						
BASE RATES & REIMB'S TOTAL			$4,769	$7,803		$38,204			$26,556							$77,333.26				$77,333.26
TOTAL BY CATEGORY			6%	10%		49%			34%						100%	$77,333.26				$77,333.26
TOTAL FEE																				$77,333.26

EXHIBIT "B"

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF BOERNE (CLIENT) AND HALFF TRITEX, INC. (ENGINEER)

I. SCOPE - Halff TriTex, Inc. (hereinafter "Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by the Parties hereto (i.e. Client and Engineer), the duties of HTT shall not be construed to exceed those services specifically set forth in the Scope of Services as listed in Exhibit A attached hereto dated August 3, 2018. The Scope of Services and this Standard form of Agreement, when executed by ***City of Boerne, Texas*** (hereinafter "Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other Party.

II. COMPENSATION - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident engineering or inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules and regulations.

IV. SCOPE OF CLIENT SERVICES - Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees that Engineer, Engineer's subconsultants and independent associates will have no liability arising from any reuse. Engineer may reuse

NOB / 8-15-18
Client Initial / Date

all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INTENTIONALLY LEFT BLANK

VII. INSURANCE - Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $1,000,000.
B. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.
C. Statutory workers' compensation and employers' liability insurance as required by state law.
D. Professional liability insurance (Errors and Omissions) with a limit of $1,000,000 per claim/annual aggregate.

VIII. SUBCONTRACTS - Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

X. INTEGRATION – This Standard Form of Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in ***Kendall*** County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate by the Client, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate by the Client, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If the Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability to the Client for any costs or damages resulting from a suspension occasioned by any breach of this Agreement by Client.

XIII. TERMINATION OF WORK - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

XIV. TAXES – Client is a political subdivision of the state of Texas and is exempt from taxes. Therefore, to the extent applicable under Texas law, the fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of

NeB / 8.15.18
Client Initial / Date

this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

XV. MEDIATION OF DISPUTES - Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

XVI. MERGER AND SEVERABILITY – This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. EXCLUSIVITY OF REMEDIES – The Parties acknowledge and agree that the remedies set forth in this Agreement, are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVIII. TIMELINESS OF PERFORMANCE - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XIX. It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

RCB / 8-15-18
Client Initial / Date

City of Boerne Gas Dept.

SPECIAL SERVICE WORKSHEET

Date	November 13, 2018	**Total Charges**	**$1,762.32**
Address	IH 10 WBFR Station 6 + 00		
Account Number	TxDOT Gas Phase 2		
Customer			
Type of Service Completed:	Tie-in new 6" Poly Main to Existing 1" Service/Meter Loop @ Cavender Chevrolet		

Materials Used / Actual Cost	Qty		Cost/Unit		Total
Poly Socket Sz: 1"	3		$2.40		$7.20
Nipples Black Sz: 1" x 3"	1		$0.87		$0.87
Yds of Red Sand	4		$32.40		$129.60
EFV Stick 1800	1		12.43		$12.43
Loop 1-1/4" 45LT	1		117.05		$117.05
Pipe Poly Sz: 1"	10		0.55		$5.50
Regulator Sz: 143	1		50.06		$50.06
Riser Andoless Sz: 1"	1		27.79		$27.79
Stop Brass Sz: 1"	1		27.36		$27.36
Swage Sz: 1" x 1-1/4"	1		8.48		$8.48
Union Black Non-Ins Sz: 1-1/4"	1		5.35		$5.35
Bolt Split	1		1.01		$1.01
Tracer Wire Yellow	10		0.09		$0.90
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
			Total Material Cost		**$393.60**

EQUIPMENT COST	Hours	Cost/Hr.			Total
Backhoe 310 G	4.00	$17.50			**$70.00**
3/4 ton truck	8.00	$9.67			**$77.36**
Dump Truck #8	4.00	$12.50			**$50.00**
Backhoe 310 K	0.00	$16.67			**$0.00**
Altec Digger #7	0.00	$33.33			**$0.00**
Diesel Digger Derrick	0.00	$27.08			**$0.00**
Bucket Truck #22	0.00	$25.00			**$0.00**
Vac Truck	0.00	$18.50			**$0.00**
			Total Equipment Cost		**$197.36**

LABOR COST	Hours	Wage/Hr.	OT Hours	Wage/Hr.	Total
JW	8.00	$41.43			**$331.44**
MR	8.00	$20.25			**$162.00**
JM	8.00	$20.25			**$162.00**
NR	8.00	$20.25			**$162.00**
AG	8.00	$23.48			**$187.84**
JM	8.00	$20.76			**$166.08**
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			Total Labor Cost		**$1,171.36**

City of Boerne Gas Dept.
SPECIAL SERVICE WORKSHEET

Date	November 13, 2018	**Total Charges**	**$1,526.23**
Address	IH 10 WBFR Station 6 + 00		
Account Number	TxDOT Gas Phase 2		
Customer			
Type of Service Completed:	Tie-in new 6" Poly Main to Existing 6" Steel Main @ Cavender Chevrolet		

Materials Used / Actual Cost	**Qty**		**Cost/Unit**		**Total**
Electrofusion Sz: 2"	2		$8.35		$16.70
Yds of Red Sand	4		$32.40		$129.60
Pipe poly Sz: 2"	10		$0.93		$9.30
Bolt Split	1		1.01		$1.01
Tracer Wire Yellow	10		0.09		$0.90
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			Total Material Cost		**$157.51**

EQUIPMENT COST	**Hours**	**Cost/Hr.**			**Total**
Backhoe 310 G	4.00	$17.50			**$70.00**
3/4 ton truck	8.00	$9.67			**$77.36**
Dump Truck #8	4.00	$12.50			**$50.00**
Backhoe 310 K	0.00	$16.67			**$0.00**
Altec Digger #7	0.00	$33.33			**$0.00**
Diesel Digger Derrick	0.00	$27.08			**$0.00**
Bucket Truck #22	0.00	$25.00			**$0.00**
Vac Truck	0.00	$18.50			**$0.00**
			Total Equipment Cost		**$197.36**

LABOR COST	**Hours**	**Wage/Hr.**	**OT Hours**	**Wage/Hr.**	**Total**
JW	8.00	$41.43			**$331.44**
MR	8.00	$20.25			**$162.00**
JM	8.00	$20.25			**$162.00**
NR	8.00	$20.25			**$162.00**
AG	8.00	$23.48			**$187.84**
JM	8.00	$20.76			**$166.08**
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			Total Labor Cost		**$1,171.36**

City of Boerne Gas Dept.
SPECIAL SERVICE WORKSHEET

Date	November 13, 2018	**Total Charges**	**$1,861.48**
Address	IH 10 WBFR Station 0 + 00		
Account Number	TxDOT Gas Phase 2		
Customer			
Type of Service Completed:	Tie-in new 6" Poly Main to Existing 6" Steel Main		

Materials Used / Actual Cost	Qty		Cost/Unit		Total
Coupling Dresser Maxi Sz: 6"	1		$201.59		$201.59
Electrofusion Sz: 6"	1		$60.63		$60.63
Yds of Red Sand	2		$32.40		$64.80
Trans Poly Sz: 6"	1		165.74		$165.74
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Total Material Cost			**$492.76**

EQUIPMENT COST	Hours	Cost/Hr.			Total
Backhoe 310 G	4.00	$17.50			**$70.00**
3/4 ton truck	8.00	$9.67			**$77.36**
Dump Truck #8	4.00	$12.50			**$50.00**
Backhoe 310 K	0.00	$16.67			**$0.00**
Altec Digger #7	0.00	$33.33			**$0.00**
Diesel Digger Derrick	0.00	$27.08			**$0.00**
Bucket Truck #22	0.00	$25.00			**$0.00**
Vac Truck	0.00	$18.50			**$0.00**
		Total Equipment Cost			**$197.36**

LABOR COST	Hours	Wage/Hr.	OT Hours	Wage/Hr.	Total
JW	8.00	$41.43			**$331.44**
MR	8.00	$20.25			**$162.00**
JM	8.00	$20.25			**$162.00**
NR	8.00	$20.25			**$162.00**
AG	8.00	$23.48			**$187.84**
JM	8.00	$20.76			**$166.08**
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Total Labor Cost			**$1,171.36**

City of Boerne Gas Dept.
SPECIAL SERVICE WORKSHEET

Date	November 13, 2018	**Total Charges**	**$1,526.23**
Address	IH 10 WBFR Station 23 + 00		
Account Number	TxDOT Gas Phase 2		
Customer			
Type of Service Completed:	Tie-in new 6" Poly Main to Existing 6" Steel Main @ Boerne Dodge		

Materials Used / Actual Cost	Qty		Cost/Unit		Total
Electrofusion Sz: 2"	2		$8.35		$16.70
Yds of Red Sand	4		$32.40		$129.60
Pipe poly Sz: 2"	10		$0.93		$9.30
Bolt Split	1		1.01		$1.01
Tracer Wire Yellow	10		0.09		$0.90
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Total Material Cost			**$157.51**

EQUIPMENT COST	Hours	Cost/Hr.			Total
Backhoe 310 G	4.00	$17.50			**$70.00**
3/4 ton truck	8.00	$9.67			**$77.36**
Dump Truck #8	4.00	$12.50			**$50.00**
Backhoe 310 K	0.00	$16.67			**$0.00**
Altec Digger #7	0.00	$33.33			**$0.00**
Diesel Digger Derrick	0.00	$27.08			**$0.00**
Bucket Truck #22	0.00	$25.00			**$0.00**
Vac Truck	0.00	$18.50			**$0.00**
		Total Equipment Cost			**$197.36**

LABOR COST	Hours	Wage/Hr.	OT Hours	Wage/Hr.	Total
JW	8.00	$41.43			**$331.44**
MR	8.00	$20.25			**$162.00**
JM	8.00	$20.25			**$162.00**
NR	8.00	$20.25			**$162.00**
AG	8.00	$23.48			**$187.84**
JM	8.00	$20.76			**$166.08**
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Total Labor Cost			**$1,171.36**

City of Boerne Gas Dept.
SPECIAL SERVICE WORKSHEET

Date	November 13, 2018	**Total Charges**	**$2,963.88**
Address	IH 10 WBFR Station 38 + 00		
Account Number	TxDOT Gas Phase 2		
Customer			
Type of Service Completed:	Tie-in new 6" Poly Main to Existing 6" Steel Main @IH 10 Gate Station		

Materials Used / Actual Cost	Qty		Cost/Unit		Total
Coupling Dresser Maxi Sz: 6"	1		$201.59		$201.59
Electrofusion Sz: 6"	3		$60.63		$181.89
Yds of Red Sand	6		$32.40		$194.40
Trans Poly Sz: 6"	1		165.74		$165.74
Valve Ball Poly Sz: 6"	1		655.52		$655.52
Anode Sz: 17#	1		107.99		$107.99
Box Valve Bottom Sz: 6" x 30"	1		40.39		$40.39
Box Valve Top Sz: 27"	1		47.64		$47.64
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Total Material Cost			**$1,595.16**

EQUIPMENT COST	Hours	Cost/Hr.			Total
Backhoe 310 G	4.00	$17.50			**$70.00**
3/4 ton truck	8.00	$9.67			**$77.36**
Dump Truck #8	4.00	$12.50			**$50.00**
Backhoe 310 K	0.00	$16.67			**$0.00**
Altec Digger #7	0.00	$33.33			**$0.00**
Diesel Digger Derrick	0.00	$27.08			**$0.00**
Bucket Truck #22	0.00	$25.00			**$0.00**
Vac Truck	0.00	$18.50			**$0.00**
		Total Equipment Cost			**$197.36**

LABOR COST	Hours	Wage/Hr.	OT Hours	Wage/Hr.	Total
JW	8.00	$41.43			**$331.44**
MR	8.00	$20.25			**$162.00**
JM	8.00	$20.25			**$162.00**
NR	8.00	$20.25			**$162.00**
AG	8.00	$23.48			**$187.84**
JM	8.00	$20.76			**$166.08**
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		Total Labor Cost			**$1,171.36**

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	Initial	Date
TxDOT		Utility	

Attachment "C"
Schedule of Work

Estimated Start Date: 07/02/2019

Estimated Duration (days): 90 days

Estimated Completion Date: 09/30/2019

Attachment "D"
Statement Covering Contract Work

(ROW–U–48)
(ROW–U–48–1, if applicable)

_____	_____	_____	_____
Initial	Date	Initial	Date
TxDOT		Utility	

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: U15659

ROW CSJ Number: 0072-06-079 District: San Antonio

County: Kendall Highway No.: IH-10

Federal Project No.: NH 2019(776)

I, Ronald C. Bowman, a duly authorized and qualified representative of City of Boerne - Gas, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for 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 will be provided to the **State**.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such 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 will be provided to the **State**. Such presently known contractors are listed below:

1.
2.
3.
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. A copy of the existing contract will be provided to the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☒ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH-10 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 **State** 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 ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature Date

City Manager
Title

U48

Statement Covering Utility Construction Contract Work – In the State's Highway Construction Contract (As Referenced in Form ROW-U-48, Option E)

Work Responsibilities

A. The **Utility** shall provide the following services under this contract:

i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along IH-10.

ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's San Antonio Area Office.

iii. Secure all necessary permitting as may be required for the installation of the 6" natural gas line.

iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed 6" natural gas line during construction, and the relocation of 6" natural gas line and connection of services to customers.

v. Advise the State of work that Utility determines should be corrected or rejected.

vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.

vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.

viii. Assume all responsibility for the maintenance of the existing 6" natural gas line 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.

B. The **State** shall provide the following services under this contract:

i. Combine the 6" natural gas line 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 State 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 waterline 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.

Attachment "E"
Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Acknowledgment (ROW–U–JUAA)

☒ Utility Installation Review/Permit Number: *TBD

Utility Installation Request

PERMIT NUMBER	**********TBD**********	
GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD)		
	LATITUDE (DD)	LONGITUDE (DD)
BEGIN	29.7486953°	-98.6978418°
END	29.7411364°	-98.6894119°

To the Texas Transportation Commission
c/o District Engineer Texas Department of Transportation

Date 01/10/19

San Antonio, Texas

Formal notice is hereby given that City of Boerne

proposes to place a 6" poly natural gas pipeline

line within the right of way of IH-10, RM 544, Displ. WBFR, to RM 545 Displ. WBFR in

Kendall County Texas, MNT Sec. No. 2 as follows: (give location, length, general design, etc. Use additional sheet as needed)

Due to conflict with drainage culverts and ditches along westbound frontage road, install approx. 3,341 LF of 6" poly natural gas main (trench method), remove approx. 3,837 LF of existing gas main.

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT at any time, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request (Request). We will give plans to TxDOT for each future proposed modification or expansion to our facility and TxDOT will have 30 days to review and approve the plans prior to commencement of the work. A new Request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions." We will also ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing, modifying or maintaining our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031 (http://www.statutes.legis.state.tx.us/). We shall limit access for servicing this installation 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 road; 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. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title or easement in or upon highway right of way. TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving us at least 30 days written notice. We understand a new Request will be required for the relocation. We will notify TxDOT prior to commencement of any operation which requires pruning of trees so that TxDOT may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway beautification plantings and by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances. We will make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. We will not open-cut driveways or intersecting roadways without specific written permission from the owner.

Following approval, we will begin construction on or after 07/02/19

Month/Day/Year

We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

Additional Provisions and Requirements (for TxDOT input only)

- **General Special Provisions:**
  - ☐ Are attached.
  - ☐ Are not attached.

- **As-built Plans/Certifications of Construction:**
  - ☐ Are required and shall be certified as accurate by an authorized representative of the company.
  - ☐ Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.
  - ☐ Are not required
  - ☐ Certification that utility was installed as approved

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:

☐ in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:
☐ as indicated on the attachment.

TxDOT Representative to be notified 48 hours prior to beginning construction:

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will at our expense remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

REQUESTOR			APPROVED BY TxDOT		
Date: 01/10/19			**Date:**		
By: Ronald C. Bowman			**By:**		
Signature:			**Signature:**		
Title: City Manager			**Title:**		
Address: 402 E. Blanco			**Address:**		
Boerne	TX	78006			
City	**State**	**Zip Code**	**City**	**State**	**Zip Code**
(830)	249-9511		( )		
Area Code	**Telephone Number**		**Area Code**	**Telephone Number**	

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☐ Non-interstate Highway (Calculation attached)

☒ Interstate Highway

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: %
(Calculation attached)

☐ Forced Betterment
(Provide supporting documentation)

☒ Not Applicable

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "H"
Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A **and**

☐ ROW-U-1B

Or

☐ ROW-U-1C

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.