

STANDARD UTILITY AGREEMENT

U-Number: **U15660**

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 -Wastewater, ("**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: Remove approx. 747 LF of existing forcemain pipe, install approx. 743 LF of new 6" PVC sanitary sewer pipe, install new 6" plug valve and box; 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

Initial Date
TxDOT

Initial Date
Utility

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
TxDOT

Initial

Date
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 - Wastewater
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
TxDOT

Initial Date
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 (*).

Initial Date
TxDOT

Initial Date
Utility


I:\32000s\32540\003\CADD\Sheets\VC220-QUANTS-32540-003.dgn DATE:1/10/2019 TIME:9:26:59 AM PROJECT # 32540 OFFICE:AUS on2167

TxDOT CSJ #0072-06-074

| SHEET NO. | TxDOT CL STA. TO STA. | XXXX-XXXX TRENCH EXCAVATION PROTECTION | XXXX-XXXX ABANDON (& REMOVE) SEWER LINES (6" FORCE MAIN) | XXXX-XXXX DUCTILE IRON FITTINGS (4" THROUGH 24") | XXXX-XXXX WET CONNECTION | XXXX-XXXX SANITARY SEWER (6" ASTM 2241, SDR-17 PVC) | XXXX-XXXX CASING PIPE (OPEN CUT) (16" STEEL 3/8" THICK) | XXXX-XXXX 6" PLUG VALVE & BOX | XXXX-XXXX FLOWABLE FILL | XXXX-XXXX TEMP SDMT CONT FENCE (INSTALL) | XXXX-XXXX TEMP SDMT CONT FENCE (REMOVE) | XXXX-XXXX ASPHALT REPAIR | XXXX-XXXX CONCRETE REPAIR |
|-----------|-----------------------|---|---|---|-----------------------------|--|--|----------------------------------|----------------------------|---|--|-----------------------------|------------------------------|
| | | LF | LF | TON | EA | LF | LF | EA | CY | LF | LF | SY | SY |
| 1 OF 2 | 945+33 TO 949+76 | 450 | 445 | 0.180 | 1 | 450 | 122 | 0 | 15 | 495 | 495 | 8 | 19 |
| 2 OF 2 | 949+76 TO 952+70 | 293 | 302 | 0.24 | 1 | 293 | 0 | 1 | 4 | 322 | 322 | 0 | 5 |
| TOTALS | | 743 | 747 | 0.420 | 2 | 743 | 122 | 1 | 19 | 817 | 817 | 8 | 24 |



| | | | |
|-----|----------|----|------|
| | | | |
| NO. | REVISION | BY | DATE |

9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600 FIRM #F-312

Texas Department of Transportation
© 2018

UTILITY QUANTITY TOTALS

| | | | | |
|-------------------|-------------------------|---------|--------------|-------|
| SCALE:NTS | | | SHEET 1 OF 1 | |
| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | | SHEET |
| 6 | | | | 745 |
| STATE | DISTRICT | COUNTY | | |
| TEXAS | SAT | KENDALL | | |
| CONTROL | SECTION | JOB | HIGHWAY NO. | |
| 0072 | 06 | 074 | IH-10 | |

GENERAL CONSTRUCTION NOTES

1.

These utility plans do not include erosion and sedimentation control measures. Any such measures necessary will be placed in accordance with the stipulations and requirements of the TxDOT highway project contract.
2.

Contractor to notify the City of Boerne in writing a minimum of 7 days prior to any scheduled interruption of service or isolation. Interruption of service shall not exceed 4 hours and must be performed during times of minimal demand, which may require work at night.
3.

Contractor to coordinate with the City of Boerne inspector prior to closing any valves.
4.

Unless otherwise noted in the plans, all concrete will conform to TxDOT item 421 Class A.

SEWER CONSTRUCTION NOTES

1.

All materials and construction procedures within the scope of this project shall be approved by the City of Boerne and comply with the following as applicable:

A.

Texas Commission on Environmental Quality's Design Criteria for Sewerage Systems [30 TAC 317.1, 30 TAC 317.2, 30 TAC 317.3 and 30 TAC 317.13].

B.

City of Boerne Standard Specifications for Public Works Construction.

C.

TxDOT Standard Specification for Construction of Highways, Streets and Drainage.
2.

The locations and depths of existing utilities, including service laterals, and drainage structures shown on the plans are approximate only. The Contractor shall verify the exact location and depths of underground utilities at least 48 hours prior to construction whether shown on plans or not, and to protect the same during construction.
3.

The Contractor shall be responsible for restoring to its original or better condition from damage done to existing fences, curbs, streets, driveways, landscaping and structures.
4.

The Contractor shall avoid cutting roots larger than one inch in diameter when excavating near existing trees unless otherwise directed by the construction plans. Excavation in vicinity of trees shall proceed with caution.
5.

The Contractor shall maintain service to existing sanitary sewers at all times during construction.
6.

Due to Federal Regulations Title 49, Part 192.181, City Public Service must maintain access to gas valves at all times. The Contractor must protect and work around gas valves that are in the project areas.
7.

Contractor and/or Contractor's independently retained employee or structural design/geotechnical/safety/equipment consultant, if any, shall review these plans and available geotechnical information and the anticipated installation site(s) within the project work area in order to implement Contractor's trench excavation safety protection systems, programs and/or procedures. The Contractor's implementation of the systems, programs and/or procedures shall provide for adequate trench excavation safety protection that complies with as a minimum, OSHA Standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA Standards governing the presence and activities of individuals working in and around trench excavation.
8.

Contractor is responsible for removal of all waste materials upon project completion. The Contractor shall not permanently place any waste materials in the 100-year flood plain.
9.

The Texas Commission on Environmental Quality and Environmental Protection Agency (EPA) require erosion and sedimentation control for construction of sewer collection systems. Developer or authorized representative shall provide erosion and sedimentation control as notes on the project's plan and profile sheets.
10.

All temporary erosion and sedimentation controls shall be removed by the Contractor at final acceptance of the project by TxDOT.
11.

No extra-payment shall be allowed for work called for on the plans but not included on the bid schedule. This incidental work will be required and shall be included under the pay item to which it relates.
12.

Abandoned City of Boerne facilities must be excavated and removed from TxDOT ROW. Abandoned facilities will be sanitized in accordance with TCEQ requirements prior to disposal. Work and materials for the removal and disposal of abandoned utilities will be paid for under the bid item "Abandon (& Remove) Sewer Lines."
13.

Contractor will provide City of Boerne minimum of seven (7) days notice prior to the shut down of any utility lines for connection. Only City of Boerne staff may operate Boerne utility valves.
14.

Excess discharge from force main wet connections shall be collected and disposed of in accordance with TCEQ regulations. Contractor shall coordinate with City of Boerne to purge force main prior to wet connections to minimize discharge. Work and materials necessary to complete this work shall be paid for under bid item "Wet Connections."
15.

Prior to any excavation, Contractor shall submit an excavation safety plan signed and sealed by a Professional Engineer.
16.

Contractor to maintain an emergency backup pump on site and provide a contingency pump and haul plan in accordance with TCEQ regulations.
17.

Pressure pipe installation and testing for forcemain to be in accordance with special specification 7156.

STATE OF TEXAS

NOAH S. SHAFFER

107722

LICENSED

PROFESSIONAL ENGINEER

12/4/2018

| | | | |
|-----|----------|----|------|
| | | | |
| NO. | REVISION | BY | DATE |

HALFF

9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600 FIRM #F-312

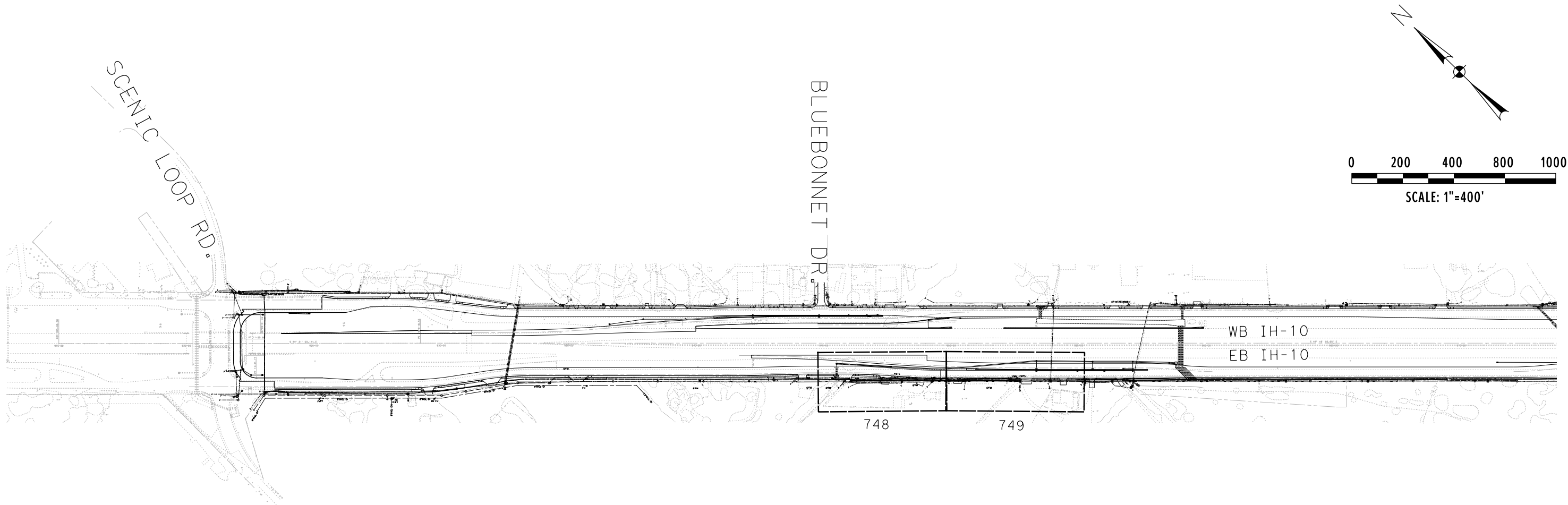
Texas Department of Transportation

© 2018

UTILITY NOTES

SCALE: NTS SHEET 1 OF 1

| | | | | |
|-------------------|-------------------------|---------|-------------|-------|
| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | | SHEET |
| 6 | | | | 746 |
| STATE | DISTRICT | COUNTY | | |
| TEXAS | SAT | KENDALL | | |
| CONTROL | SECTION | JOB | HIGHWAY NO. | |
| 0072 | 06 | 074 | IH-10 | |



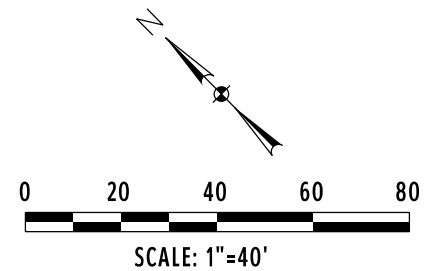
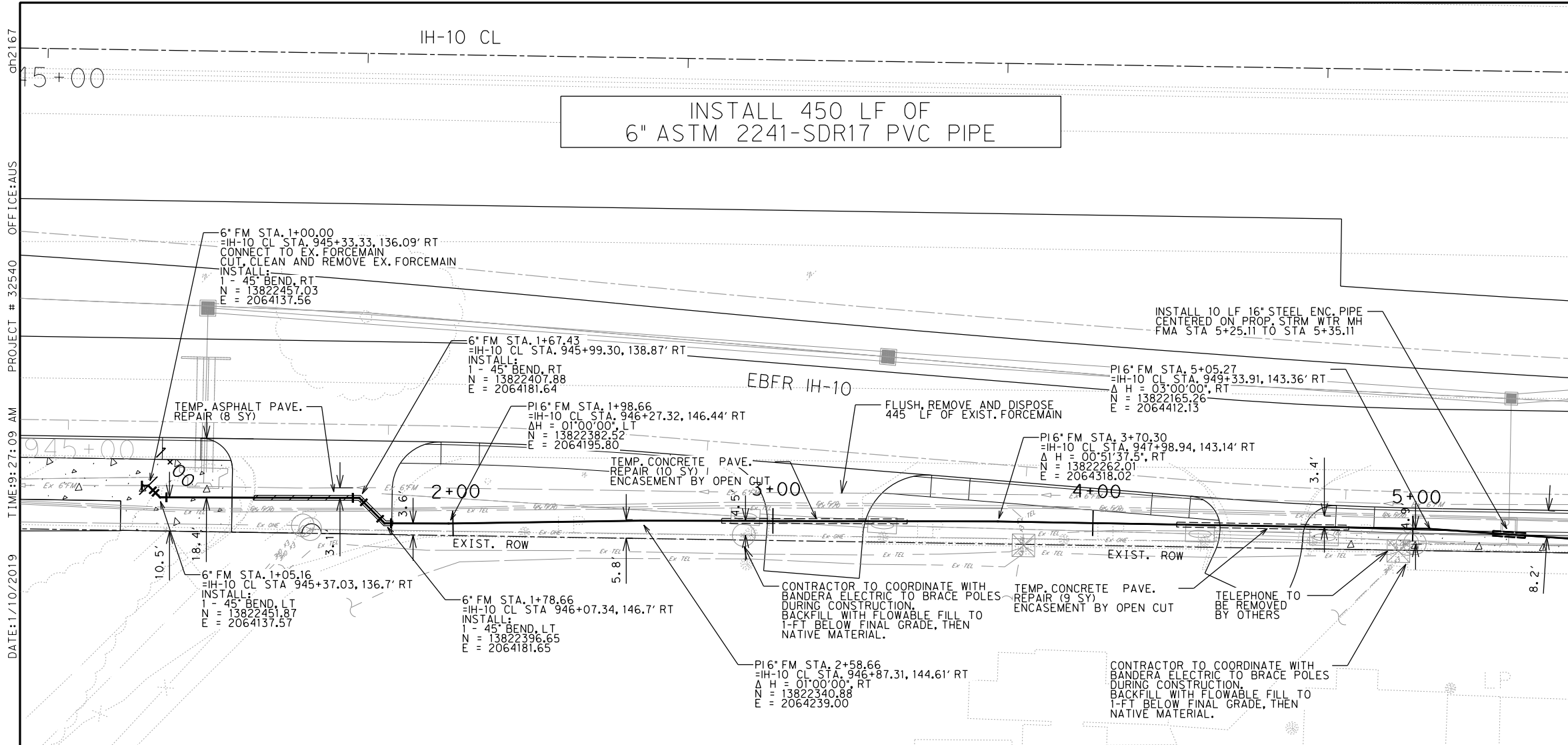
HALFF 9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600 FIRM #F-312



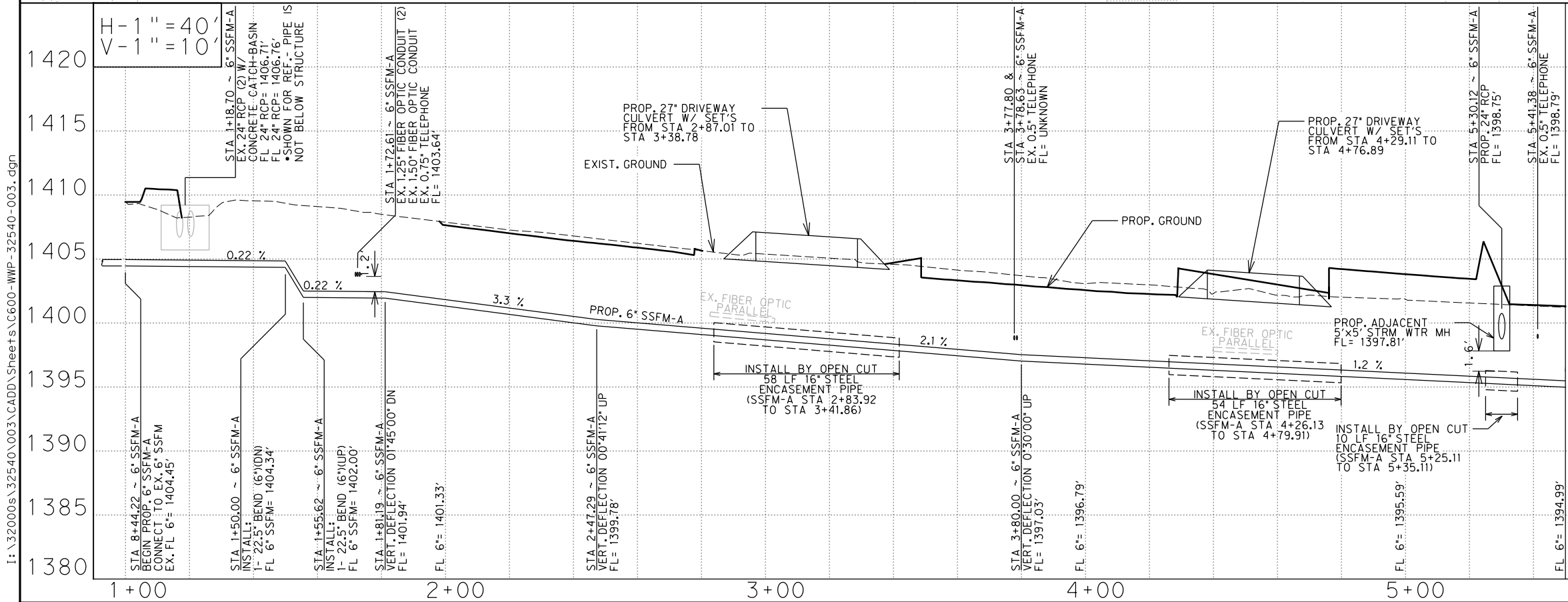
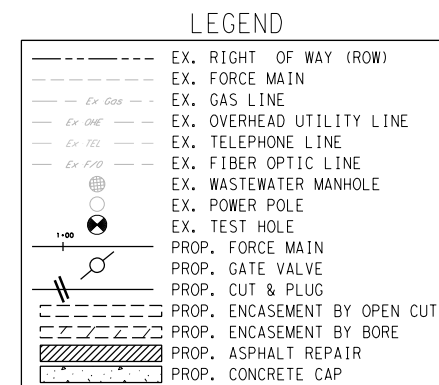
PROJECT LAYOUT

SCALE: 1"=400' SHEET 1 OF 1

| | | | | |
|-------------------|-------------------------|---------|-------------|-------|
| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | | SHEET |
| 6 | | | | 747 |
| STATE | DISTRICT | COUNTY | | |
| TEXAS | SAT | KENDALL | | |
| CONTROL | SECTION | JOB | HIGHWAY NO. | |
| 0072 | 06 | 074 | IH-10 | |



- NOTES:
1. CONTRACTOR MUST COORDINATE WITH CITY ON OPERATION OF EXISTING LIFE STATION AND FORCE MAIN PRIOR TO CONNECTION. SEE GENERAL SEWER NOTES.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND FLOWLINES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY AT NO ADDITIONAL COST.
 3. CONTRACTOR TO MAINTAIN ACCESS TO AND THROUGH ALL DRIVEWAYS DURING CONSTRUCTION. THROUGH CONSTRUCTION PHASING OR THE USE OF MATERIALS SUCH AS METAL PLATING AS NECESSARY.
 4. CONTRACTOR SHALL NOT EXCEED MANUFACTURER'S RECOMMENDED MINIMUM BENDING RADIUS FOR DEFLECTION.



| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|-----|----------|----|------|

HALFF 9500 AMBERGLEN BLVD., BLDG. F, SUITE 125 AUSTIN, TEXAS 78729-1102 TEL (512) 777-4600 FIRM #F-312

Texas Department of Transportation © 2018

WASTEWATER PLAN & PROFILE 6" FORCEMAIN

| | | | |
|---------------------|-------------------------|----------------|-------------------|
| SCALE: 1"=40' | | SHEET 1 OF 2 | |
| FED. RD. DIV. NO. 6 | FEDERAL AID PROJECT NO. | | SHEET 748 |
| STATE TEXAS | DISTRICT SAT | COUNTY KENDALL | |
| CONTROL 0072 | SECTION 06 | JOB 074 | HIGHWAY NO. IH-10 |

MATCHLINE STA 5+50.00

950+00

IH-10 CL

INSTALL 293 LF OF
6" ASTM 2241-SDR17 PVC PIPE

PI 6" FM STA. 5+67.38
=IH-10 CL STA. 949+95.93, 146.71' RT
ΔH = 03'00"00" RT
N = 13822118.54
E = 2064453.05

PI 6" FM STA. 6+20.00
=IH-10 CL STA. 950+48.55, 146.80' RT
ΔH = 02'00"00" LT
N = 13822080.82
E = 2064489.74

PI 6" FM STA. 6+60.00
=IH-10 CL STA. 950+88.53, 145.48' RT
ΔH = 02'00"00" RT
N = 13822052.78
E = 2064518.97

EBFR IH-10

FLUSH, REMOVE AND DISPOSE
302 LF OF EXIST. FORCEMAIN

REMOVE AND DISPOSE OF
EXISTING GATE VALVE

6" FM STA. 8+39.69
=IH-10 CL STA. 952+68.18, 146.90' RT
INSTALL:
2 - 45° BEND
N = 13821923.56
E = 2064643.06

6" FM STA. 8+43.22
=IH-10 CL STA. 952+69.98, 149.69' RT
CONNECT TO EX. FORCEMAIN
N = 13821920.33
E = 2064642.32

PI 6" FM STA. 8+30.66
=IH-10 CL STA. 952+59.16, 146.87' RT
ΔH = 02'00"00" LT
N = 13821930.03
E = 2064636.76

6" FM STA. 8+20.00
=IH-10 CL STA. 952+48.52, 146.50' RT
INSTALL:
1 - PRATT SERIES 620 MJ PLUG VALVE (6")
OR APPROVED EQUAL
N = 13821937.92
E = 2064629.61

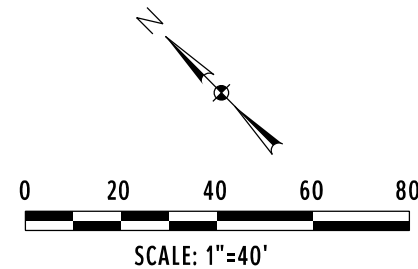
PI 6" FM STA. 7+97.74
=IH-10 CL STA. 952+26.27, 145.69' RT
ΔH = 02'00"00" RT
N = 13821954.40
E = 2064614.66

TELEPHONE TO
BE REMOVED
(BY OTHERS)

CONTRACTOR TO COORDINATE WITH
BANDERA ELECTRIC TO BRACE POLES
DURING CONSTRUCTION.
BACKFILL WITH FLOWABLE FILL TO
1-FT BELOW FINAL GRADE, THEN
NATIVE MATERIAL.

CONTRACTOR TO COORDINATE WITH
BANDERA ELECTRIC TO BRACE POLES
DURING CONSTRUCTION.
BACKFILL WITH FLOWABLE FILL TO
1-FT BELOW FINAL GRADE, THEN
NATIVE MATERIAL.

TEMP. CONCRETE PAVE.
REPAIR (5 SY)



- NOTES:
1. CONTRACTOR MUST COORDINATE WITH CITY ON OPERATION OF EXISTING LIFE STATION AND FORCE MAIN PRIOR TO CONNECTION. SEE GENERAL SEWER NOTES.
 2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND FLOWLINES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY AT NO ADDITIONAL COST.
 3. CONTRACTOR TO MAINTAIN ACCESS TO AND THROUGH ALL DRIVEWAYS DURING CONSTRUCTION. THROUGH CONSTRUCTION PHASING OR THE USE OF MATERIALS SUCH AS METAL PLATING AS NECESSARY.
 4. CONTRACTOR SHALL NOT EXCEED MANUFACTURER'S RECOMMENDED MINIMUM BENDING RADIUS FOR DEFLECTION.

| LEGEND | |
|--------|------------------------------|
| --- | EX. RIGHT OF WAY (ROW) |
| --- | EX. FORCE MAIN |
| --- | EX. GAS LINE |
| --- | EX. OVERHEAD UTILITY LINE |
| --- | EX. TELEPHONE LINE |
| --- | EX. FIBER OPTIC LINE |
| --- | EX. WASTEWATER MANHOLE |
| --- | EX. POWER POLE |
| --- | EX. TEST HOLE |
| --- | PROP. FORCE MAIN |
| --- | PROP. GATE VALVE |
| --- | PROP. CUT & PLUG |
| --- | PROP. ENCASEMENT BY OPEN CUT |
| --- | PROP. ENCASEMENT BY BORE |
| --- | PROP. ASPHALT REPAIR |
| --- | PROP. CONCRETE CAP |

MATCHLINE STA 5+50.00

H-1" = 40'
V-1" = 10'

STA. 5+60.88 ~ 6" SSFM-A
EX. 0.5" TELEPHONE
FL = 1398.58

EX. FIBER OPTIC
PARALLEL

FL 6" = 1394.99

6+00

FL 6" = 1394.38

7+00

STA. 7+00 ~ 6" SSFM-A
VERT. DEFLECTION 00'18"52" UP
FL = 1393.25

FL 6" = 1393.25

8+00

FL 6" = 1392.60

STA. 8+20.00 ~ 6" SSFM-A
INSTALL:
1 - PRATT SERIES
620 MJ PLUG VALVE (6")
OR APPROVED EQUAL
FL 6" SSFM-A 1392.47

STA. 8+44.22 ~ 6" SSFM-A
END PROP. 6" SSFM-A
CONNECT TO EX. 6" SSFM
EX. FL 6" = 1392.31

PROP. GROUND

EXIST. GROUND

PROP. 6" SSFM-A

0.65 %

1.2 %

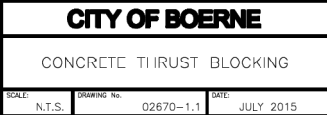
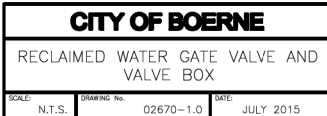
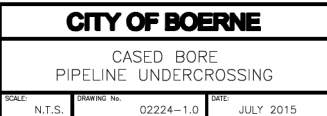
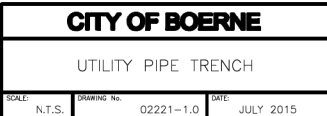


HALFF 9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600 FIRM #F-312

Texas Department of Transportation
© 2018

WASTEWATER
PLAN & PROFILE
6" FORCEMAIN

| | | | |
|------------------------|-------------------------|-------------------|----------------------|
| SCALE: 1"=40' | | SHEET 2 OF 2 | |
| FED. RD. DIV. NO. 6 | FEDERAL AID PROJECT NO. | | SHEET 749 |
| STATE TEXAS | DISTRICT SAT | COUNTY KENDALL | |
| CONTROL 0072 | SECTION 06 | JOB 074 | HIGHWAY NO. IH-10 |



| | | | |
|-----|----------|----|------|
| | | | |
| | | | |
| NO. | REVISION | BY | DATE |



9500 AMBERGLEN BLVD.,
BLDG. F, SUITE 125
AUSTIN, TEXAS 78729-1102
TEL (512) 777-4600 FIRM #F-312



WASTEWATER DETAILS
CITY OF BOERNE UTILITIES

SCALE: NA SHEET 1 OF 1

| | | | | |
|----------------------|-------------------------|---------|-------------|-------|
| FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | | SHEET |
| 6 | | | | 750 |
| STATE | DISTRICT | COUNTY | | |
| TEXAS | SAT | KENDALL | | |
| CONTROL | SECTION | JOB | HIGHWAY NO. | |
| 0072 | 06 | 074 | IH-10 | |

CITY OF BOERNE - WASTEWATER
 IH-10 FROM SCENIC LOOP/CASCADE CAVERNS TO KENDALL/BEXAR COUNTY LINE
 CSJ: 0072-06-074/RCSJ: 0072-06-079
 U NUMBER: U15660

| Original Utility Agreement Summary Cost | | | |
|--|---|----------------------------------|----------------------|
| | Non-reimbursable (Elective Betterment) Amount | Reimbursable (In-Kind) Amount | Total |
| Construction Cost (In Highway Contract) | | | |
| Construction Cost (Elective Betterment- 0.00%) | \$ - | \$ 157,365.25 | \$ 157,365.25 |
| | | | |
| Total Construction Cost (In Highway Contract): | \$ - | \$ 157,365.25 | \$ 157,365.25 |
| | | | |
| Utility Costs [C.O.B.] | | | |
| Engineering Services (Utility hired Consultant) | \$ - | \$ 34,104.00 | \$ 34,104.00 |
| Admin Fee (Utility-COB) | \$ - | \$ 7,720.00 | \$ 7,720.00 |
| Construction Phase Services (Utility-COB) | \$ - | \$ 8,536.00 | \$ 8,536.00 |
| Construction Phase Services (Utility hired Consultant) | \$ - | \$ 12,199.00 | \$ 12,199.00 |
| | | | |
| Total Utility Costs | \$ - | \$ 62,559.00 | \$ 62,559.00 |
| | | | |
| | | | |
| Total Original Agreement Cost | \$ - | \$ 219,924.25 | \$ 219,924.25 |

Control CSJ 0072-06-074
ROW CSJ 0072-06-079
U15660

Joint Bid Estimate

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS (IN-KIND) IH-10, FROM SCENIC LOOP ALONG I-10 E FRONTAGE ROAD CITY OF BOERNE

DATE: 1/9/2019
PREPARED BY: HALFF ASSOC., INC.
TxDOT CSJ. NO: 0072-06-074

| PAY ITEM NO | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | ITEM COSTS | SUB-TOTALS |
|---------------------------------|---|-------|----------|---|--------------|-------------|
| 7XXX-XXXX | TRENCH EXCAVATION PROTECTION | LF | 743 | \$2.50 | \$1,857.50 | \$1,857.50 |
| 7XXX-XXXX | REMOVE SEWER LINES (6" FORCE MAIN) | LF | 747 | \$25.00 | \$18,675.00 | \$18,675.00 |
| 7XXX-XXXX* | DUCTILE IRON FITTINGS (4" THROUGH 24") | TON | 0.42 | \$14,000.00 | \$5,880.00 | \$5,880.00 |
| 7XXX-XXXX* | WET CONNECTION | EA | 2 | \$4,600.00 | \$9,200.00 | \$9,200.00 |
| 7XXX-XXXX | SANITARY SEWER (6" ASTM 2241, SDR-17 PVC) | LF | 743 | \$92.00 | \$68,356.00 | \$68,356.00 |
| 7XXX-XXXX* | CASING PIPE (OPEN CUT) (16" STEEL 3/8" THICK) | LF | 122 | \$250.00 | \$30,500.00 | \$30,500.00 |
| 7XXX-XXXX* | 6" PLUG VALVE & BOX | EA | 1 | \$3,200.00 | \$3,200.00 | \$3,200.00 |
| 7XXX-XXXX | FLOWABLE FILL | CY | 19 | \$350.00 | \$6,650.00 | \$6,650.00 |
| 7XXX-XXXX | TEMP SDMT CONT FENCE (INSTALL) | LF | 817 | \$2.25 | \$1,838.25 | \$1,838.25 |
| 7XXX-XXXX | TEMP SDMT CONT FENCE (REMOVE) | LF | 817 | \$0.50 | \$408.50 | \$408.50 |
| 7XXX-XXXX | ASPHALT REPAIR | SY | 8 | \$300.00 | \$2,400.00 | \$2,400.00 |
| 7XXX-XXXX | CONCRETE REPAIR | SY | 24 | \$350.00 | \$8,400.00 | \$8,400.00 |
| * INDICATES "BUY AMERICA" ITEMS | | | | CONST. COST (IN HIGHWAY CONTRACT) | \$157,365.25 | |
| | | | | ENGINEERING SERVICES | \$34,104.00 | |
| | | | | ADMIN FEE (CITY) | \$7,720.00 | |
| | | | | CONST. PHASE SERVICES (CITY) | \$8,536.00 | |
| | | | | CONST. PHASE SERVICES (CONSULTANT-HALFF) | \$12,199.00 | |
| | | | | OVERALL TOTAL | \$219,924.25 | |

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be held liable to Owner or third party for any failure to accurately estimate the cost of the project, or any part thereof. Unit prices are in current dollars and should be adjusted as required when letting schedule for project is determined.

RESOLUTION NO. 2018-R62

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND MANAGE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOERNE AND HALFF ASSOCIATES, INC. FOR WASTEWATER UTILITY RELOCATION DESIGN AND CONSTRUCTION SERVICES ON TXDOT IH 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 water and wastewater relocation projects associated with TxDOT 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 into and manage an agreement with Halff Associates, Inc. for wastewater utility relocation design and construction services of IH 10 improvements between Scenic Loop Road and the Bexar County Line in an amount not to exceed \$46,303.00.


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., City Engineer
Email: sreich@boerne-tx.gov

**RE: Interstate Highway 10 Phase 2 Wastewater Relocations
(Texas Dept. of Transportation - CSJ 0072-06-074)**

Dear Mr. Reich:

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

The scope of services includes necessary engineering, subsurface utility exploration, and construction phase services necessary for completion of the wastewater 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
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 512-777-4606.

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 ASSOCIATES, INC.**

Signature:

A handwritten signature in blue ink, appearing to read "Dan Franz", written over a horizontal line.

Name: Dan Franz, P.E., CFM

Title: Public Works Team Leader

Date: 8/3/2018

APPROVED: CITY OF BOERNE, TEXAS

Client: City of Boerne

Signature:

A handwritten signature in blue ink, appearing to read "Ronald C. Bowman", written over a horizontal line.

Name: Ronald C. Bowman

Title: City Manager

Date: 8/15/18

Exhibit "A"
Scope of Services
For
IH-10 Phase 2 Utility Relocates
City of Boerne

PROJECT DESCRIPTION

The Texas Department of Transportation (TxDOT) currently is contracted with Halff Associates (Halff) for design services associated with IH-10 Phase 2 roadway improvements from Scenic Loop Drive to Kendall/Bexar County (CSJ 0072-06-74). This project includes converting frontage roads from two-way traffic to one-way traffic, ramp, main lane and drainage improvements. The City of Boerne (City) requested a proposal from Halff for the relocation design of wastewater utilities in conflict with the proposed IH-10 Phase 2 roadway improvements. Halff is also contracted with TxDOT to perform subsurface utility exploration (SUE) for the I-10 roadway project and has preliminary identified all City of Boerne utilities which are in conflict.

PROJECT ASSUMPTIONS

- Contract for utility relocations will be between Halff 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 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 Drive to Kendall/Bexar County Line Rd (CSJ 0072-06-074)
- Utility relocation PS&E will be prepared and included as part of the Phase 2 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
- Special Specification 7157 will be administratively approved by TxDOT for modifications necessary for the proposed IH-10 wastewater force main improvements.

PHASE 1 – Project Management and Coordination

- a) Engineer will manage the design team schedule and budgets, including sub-consultants (if applicable), and maintain project records 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 will review existing record drawing and existing easement information obtained from the City including but not limited to:

- a) As-built records for all available City wastewater (gravity and forcemain) within the area of study.
- b) Existing plat and separate instrument easement documents recorded with the Boerne and Kendall Counties.
- c) Pending development plans with anticipated connections or easement dedications to the City of Boerne.

Task 2 – Subsurface Utility Engineering and Utility Coordination

- a) Provide up to four (4) SUE quality level 'A' test holes at locations of potential conflict as identified through the preliminary conflict analysis process for IH-10 Phase 2. A copy of these identified locations is included as Attachment "A" to this proposal.
- b) Perform conflict analysis with proposed improvements.

Deliverables –SUE test hole data sheets, meeting minutes

PHASE 3 – Preliminary Design

- a) Based upon the information from Phase 2, Tasks 1 & 2, Halff will investigate possible design alternatives for each identified conflict.
- b) Halff will include a preliminary Engineer's Opinion of Probable Construction cost for the identified conflicts and mitigation.
- c) Halff will present the 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 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:
 - Modified Special Specification 7157 incorporating City of Boerne standards and approved by TxDOT as part of the current IH-10 Phase 1 joint bid project.
 - City of Boerne standards and specifications relative to wastewater force mains
 - Texas Commission on Environmental Quality (TCEQ)
- Utility relocation design will be submitted for review and approval by TxDOT
- TxDOT approved utility relocation design will be incorporated into the IH-10 Phase 2 construction drawings

Task 1 - 60% PS&E Documents

1. The 60% PS&E construction plan set shall consist of the following:
 - a) Utility general notes
 - b) Demo and Removal plan
 - c) Construction traffic control plan
 - d) Wastewater plan/profile sheets
 - e) Standard and project specific details
2. Prepare draft technical specifications for the wastewater utility relocations for the IH-10 Phase 2 project. TxDOT Special Specifications 7157 will be modified and provided to the City and TxDOT for administrative approval. Such modified special specifications are anticipated to be utilized to supplement TxDOT general conditions.
3. Prepare a 60% opinion of probable construction costs (OPCC)

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

1. The 95% PS&E construction plan shall consist of the following:
 - a) Incorporate City of Boerne and TxDOT review comments on the 60% submittal.
 - b) Prepare any additional sheets required that were not included in the 60% submittal phase.
 - c) Revise technical specifications for the water and wastewater utility relocations associated with the IH-10 project. TxDOT Special Specifications 7157 will be modified and provided to the City and TxDOT for administrative approval. Such modified special specifications are anticipated to be utilized to supplement TxDOT general conditions.
 - d) Prepare a 95% opinion of probable construction costs (OPCC)

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 Phase 2 project bid construction document package.
- c) Engineer will address contractor questions during the TxDOT bid process. For estimating purposes, (2) two contractor questions are included.
- d) Engineer will prepare any Addenda necessary during the TxDOT bid process. For estimating purposes, (1) Addenda issuance is included.

Deliverables –60%, 95%, and bid construction submittals of plans, specifications and opinion of probable construction cost

PHASE 5 – Construction Phase Services

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. Administration Services as defined below.

Task 1 – Submittals

Review of Shop Drawings, Samples and Submittals - Halff review and approve all submittals for the wastewater relocation of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. Halff will log and track all shop drawings, samples and submittals. Halff shall coordinate with City of Boerne for quality control. For estimating purposes, two (2) submittals are estimated to be reviewed. Additionally, two (2) rounds of comments and review of revised submittals are anticipated for this task.

Task 2 - Requests for Information (RFI)

Halff will review the Contractor's requests for information or clarification of the contract for construction. Halff will coordinate and issue responses to requests to Contractor. Halff will log and track the Contractor's requests. Three (3) RFI's are assumed as part of this proposal.

Task 3- Review of Contractor's Requested Changes

Halff shall review all Contractor-requested changes to the contract for construction. Halff 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 shall prepare and submit supporting change order documents and plan revisions.

Task 4- Contractor Pay Application Review

Halff will review each contractor 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 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 of the City.

Task 5 -Completion of Record Documents

Halff shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide one (1) set of paper hard copy reproducible and 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

1. 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
2. USFWS and TPWD coordination/consultation
3. Field surveys for federal and state-listed threatened and endangered species.
4. Phase I Environmental Site Assessment
5. Design of public and franchised utility adjustments that are not noted in the above scope
6. Analyzing or simulating water supply networks
7. Storm Water Pollution Prevention Plan (SWPPP)
8. Property acquisition or negotiations, including easements
9. Filing fees, permit fees, and license fees
10. Coordination with individual property owners
11. Construction Site visit or status meetings
12. Drafting any City Council agenda items, exhibits, ordinances, resolutions or attendance of council meetings
13. 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

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 | \$75.15 |
| Survey Manager (RPLS) | \$159.54 |
| Surveyor (RPLS) | \$150.29 |
| SUE Manager | \$159.31 |
| Survey/SUE Tech | \$84.16 |
| Sr. Survey Tech | \$105.30 |
| SUE Test Hole (each) | \$1,300 |
| Landscape Architect I | \$102.20 |
| Administrative Assistant | \$66.13 |

Schedule of Payment for each phase (Breakdown of estimated hours is included in Attachment B to this proposal):

PHASE 1 – Project Management and Coordination

| | |
|----------------------------------|------------|
| Task 1 – Project Management..... | \$3,564.00 |
|----------------------------------|------------|

PHASE 2 – Data

| | |
|--|------------|
| Task 1 – Data Collection and Review..... | \$2,038.00 |
|--|------------|

| | |
|---|------------|
| Task 2 – Subsurface Utility Engineering and Utility Coordination... | \$6,222.00 |
|---|------------|

| | |
|--|------------|
| SUB-TOTAL PHASE 2 FEE (including direct expenses)..... | \$8,260.00 |
|--|------------|

PHASE 3 – Preliminary Design

| | |
|----------------------------------|------------|
| Task 1 – Preliminary Design..... | \$6,296.00 |
|----------------------------------|------------|

PHASE 4 –Design

| | |
|--|------------|
| Task 1 - 60% Construction Documents..... | \$7,329.00 |
|--|------------|

| | |
|--|------------|
| Task 2 - 95% Construction Documents..... | \$3,950.00 |
|--|------------|

| | |
|--|------------|
| Task 3 – Bid Construction Documents..... | \$3,151.00 |
|--|------------|

| | |
|--|----------|
| Task 4 – Bid Phase Services – RFI's (2)..... | \$532.00 |
|--|----------|

| | |
|---|------------|
| Task 5 – Bid Phase Services – Addenda (1) | \$1,022.00 |
|---|------------|

| | |
|--|-------------|
| SUB-TOTAL PHASE 4 FEE (including direct expenses)..... | \$15,984.00 |
|--|-------------|

PHASE 5 – Construction Phase Services

| | |
|--------------------------|------------|
| Task 1 – Submittals..... | \$3,998.00 |
|--------------------------|------------|

| | |
|--|------------|
| Task 2 - Requests for Information (RFI)..... | \$2,844.00 |
|--|------------|

| | |
|---|------------|
| Task 3 – Review of Contractors Requested Changes..... | \$2,399.00 |
|---|------------|

| | |
|--------------------------------------|------------|
| Task 4 – Pay Application Review..... | \$1,498.00 |
|--------------------------------------|------------|

| | |
|-------------------------------|------------|
| Task 5 – Record Drawings..... | \$1,461.00 |
|-------------------------------|------------|

| | |
|--|-------------|
| SUB-TOTAL PHASE 5 FEE (including direct expenses)..... | \$12,199.00 |
|--|-------------|

FEE SUMMARY

| | |
|--|------------------------|
| SUB-TOTAL PHASE 1 | \$3,564.00 |
| SUB-TOTAL PHASE 2 | \$8,260.00 |
| SUB-TOTAL PHASE 3 | \$6,296.00 |
| SUB-TOTAL PHASE 4 | \$15,984.00 |
| SUB-TOTAL PHASE 5 | \$12,199.00 |
| TOTAL FOR PHASES 1-5 (including direct expenses)..... | \$46,303.00 |

| TASK / DESCRIPTION | | | PROJECT MANAGER | SR PE | PROJECT ENGINEER | DESIGN ENGINEER | SR ENG TECH | EIT I | SR CAD/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) |
|----------------------------|---|--|--------------------|-------------|---------------------|--------------------|----------------|----------|-----------------------|-----------------------|------------------|----------------------------|------------------------|---------------------|-----------------------------|------------------|-----------------------|---------------------------|--------------------|--|
| | Sheets | | | | | | | | | | | | | | | | | | | |
| PH1 | PROJECT STARTUP & MANAGEMENT & COORDINATION | | | | | | | | | | | | | | 16 6 | | | | | \$2,263.28 \$1,300.68 |
| | PROGRESS MANAGEMENT | | 8 | | | | | | | | | | | 8 | | \$2,263.28 | | | | |
| | PROJECT REPORTING AND INVOICING | | 6 | | | | | | | | | | | | | \$1,300.68 | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL HOURS/COSTS | | | 14 | | | | | | | | | | | 8 | 22 | \$3,563.96 | | | | \$3,563.96 |
| PH2 | DATA COLLECTION AND REVIEW | | | | | | | | | | | | | | 15 12 | | | | | \$2,038.38 \$6,222.02 |
| TASK 1 | DATA ACQUISITION | | 1 | 4 | | | 10 | | | | | | | | | \$2,038.38 | | | | |
| TASK 2 | SUE | | | 2 | | | 6 | | | | 4 | | | | | \$6,222.02 | | | | |
| SUBTOTAL HOURS/COSTS | | | 1 | 6 | | | 16 | | | | 4 | | | | 27 | \$8,260.40 | | | | \$8,260.40 |
| PH3 | PRE DESIGN PHASE | | | | | | | | | | | | | | 24 11 14 | | | | | \$2,973.23 \$1,461.24 \$1,861.03 |
| | PRELIM DESIGN | | 1 | 3 | | | 20 | | | | | | | | | \$2,973.23 | | | | |
| | OPCC Estimates | | 1 | 2 | | | 8 | | | | | | | | | \$1,461.24 | | | | |
| | Alternatives to Boerne | | 1 | 3 | | | 10 | | | | | | | | | \$1,861.03 | | | | |
| SUBTOTAL HOURS/COSTS | | | 3 | 8 | | | 38 | | | | | | | | 49 | \$6,295.50 | | | | \$6,295.50 |
| PH 4 | DESIGN PHASE | | | | | | | | | | | | | | 59 31 25 3 8 | | | | | \$7,328.84 \$3,950.16 \$3,150.58 \$532.05 \$1,022.02 |
| 4.1 | 60% CONSTRUCTION PLANS & SUBMITTAL | | 1 | 10 | | | 48 | | | | | | | | | \$7,328.84 | | | | |
| 4.2 | 90% CONSTRUCTION PLANS & SUBMITTAL | | 1 | 6 | | | 24 | | | | | | | | | \$3,950.16 | | | | |
| 4.3 | CONSTRUCTION BID PLANS & SPECIFICATIONS | | 1 | 4 | | | 20 | | | | | | | | | \$3,150.58 | | | | |
| 4.4 | BID QUESTIONS (2) | | | 3 | | | | | | | | | | | | \$532.05 | | | | |
| 4.5 | ADDENDA (1) | | | 2 | | | 6 | | | | | | | | | \$1,022.02 | | | | |
| SUBTOTAL HOURS/COSTS | | | 3 | 25 | | | 98 | | | | | | | | 126 | \$15,983.65 | | | | \$15,983.65 |
| PH5 | CONSTRUCTION ADMINISTRATION & PROJECT CLOSE OUT | | | | | | | | | | | | | | 30 22 18 8 11 | | | | | \$3,997.90 \$2,843.62 \$2,398.74 \$1,497.66 \$1,461.24 |
| TASK 1 | SHOP DRAWINGS & SUBMITTALS | | | 10 | | | 20 | | | | | | | | | \$3,997.90 | | | | |
| TASK 2 | RFT'S | | | 6 | | | 16 | | | | | | | | | \$2,843.62 | | | | |
| TASK 3 | REVIEW OF CONTRACTORS CHANGES | | | 6 | | | 12 | | | | | | | | | \$2,398.74 | | | | |
| TASK 4 | PAY APPLICATION REVIEW | | 2 | 6 | | | | | | | | | | | | \$1,497.66 | | | | |
| TASK 5 | RECORD DRAWINGS | | 1 | 2 | | | 8 | | | | | | | | | \$1,461.24 | | | | |
| SUBTOTAL HOURS/COSTS | | | 3 | 30 | | | 56 | | | | | | | | 89 | \$12,199.16 | | | | \$12,199.16 |
| | | | | | | | | | | | | | | | | | | | | |
| FEE SUMMARY | | | | | | | | | | | | | | | 22 27 49 126 89 | | | | | \$3,563.96 \$8,260.40 \$6,295.50 \$15,983.65 \$12,199.16 |
| PH1 | PROJECT STARTUP & MANAGEMENT & COORDINATION | | 14 | | | | | | | | | | | 8 | | \$3,563.96 | | | | |
| PH2 | DATA COLLECTION AND REVIEW | | 1 | 6 | | | 16 | | | | 4 | | | | | \$8,260.40 | | | | |
| PH3 | PRE DESIGN PHASE | | 3 | 8 | | | 38 | | | | | | | | | \$6,295.50 | | | | |
| PH 4 | DESIGN PHASE | | 3 | 25 | | | 98 | | | | | | | | | \$15,983.65 | | | | |
| PH5 | CONSTRUCTION ADMINISTRATION & PROJECT CLOSE OUT | | 3 | 30 | | | 56 | | | | | | | | 89 | \$12,199.16 | | | | \$12,199.16 |
| | | | | | | | | | | | | | | | | | | | | |
| TOTAL HOURS | | | 24 | 69 | | | 208 | | | | 4 | | | 8 | 313 | | | | | |
| CONTRACT RATES (\$) | | | \$216.78 | \$177.35 | \$145.78 | \$123.24 | \$111.22 | \$96.19 | \$93.18 | \$75.15 | \$1,300.00 | \$159.54 | \$105.30 | \$66.13 | | | | | | |
| BASE RATES & REIMB'S TOTAL | | | \$5,202.72 | \$12,237.15 | | | \$23,133.76 | | | | \$5,200.00 | | | \$529.04 | | \$46,302.67 | | | | \$46,302.67 |
| | | | | | | | | | | | | | | | | | | | | |
| TOTAL BY CATEGORY | | | 11.24% | 26.43% | | | 49.96% | | | | 11.23% | | | 1.14% | 100% | \$46,302.67 | | | | \$46,302.67 |
| | | | | | | | | | | | | | | | | | | | | |
| TOTAL FEE | | | | | | | | | | | | | | | | \$46,302.67 | | | | \$46,302.67 |

EXHIBIT "B"
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF BOERNE (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I. **SCOPE** - Halff Associates, 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 Halff shall not be construed to exceed those services specifically set forth in the Scope of Services as listed in Exhibit A attached hereto. 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

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 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.

Control CSJ 0072-06-074
ROW CSJ 0072-06-079
U15660

City of Boerne IH10 Phase 2 Wastewater Cost Estimates

| ADMIN COST FOR COB (PAID BY CITY TO BE REIMBURSED BY TXDOT) | | | | |
|--|-----|---------|------|------------|
| DESCRIPTION | QTY | PRICE | UNIT | COST |
| City Services - City Engineer | 38 | \$74.00 | HR | \$2,812.00 |
| City Services - Operations Admin | 22 | \$67.00 | HR | \$1,474.00 |
| City Services - Sr. Construction Inspector | 51 | \$56.00 | HR | \$2,856.00 |
| City Services - Project Admin | 6 | \$43.00 | HR | \$258.00 |
| City Services - Public Works Inspector | 10 | \$32.00 | HR | \$320.00 |
| ADMIN TOTAL | | | | \$7,720.00 |
| TAX (0.00%) | | | | |
| ADMIN COST TOTAL | | | | \$7,720.00 |

| CONSTRUCTION PHASE SPECIAL SERVICES (PAID BY CITY TO BE REIMBURSED BY TXDOT) | | | | |
|---|-----|---------|------|------------|
| DESCRIPTION | QTY | PRICE | UNIT | COST |
| 3RD PARTY INSPECTION ESTIMATE- Contracted Lab Services | 88 | \$97.00 | HR | \$8,536.00 |
| CONST. SPEC. SVCS. TOTAL | | | | \$8,536.00 |
| TAX (0.00%) | | | | |
| ADMIN COST TOTAL | | | | \$8,536.00 |

| | |
|--------------|--------------------|
| Total | \$16,256.00 |
|--------------|--------------------|

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

TxDOT

Initial

Date

Utility

Attachment "C" Schedule of Work

Estimated Start Date: 7/2/2019

Estimated Duration (days): 30 days

Estimated Completion Date: 8/1/2019

Initial Date
TxDOT

Initial Date
Utility

Attachment “D”

Statement Covering Contract Work

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

Initial Date
TxDOT

Initial Date
Utility



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

Form ROW-U-48
(Rev. 9/18)
Page 1 of 1

U-Number: U15660

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 - Wastewater, 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

**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 proposed 6" wastewater 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" wastewater line during construction, and the relocation of 6" wastewater 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" wastewater 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" wastewater 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

Initial Date
TxDOT

Initial Date
Utility



Utility Installation Request

Form 1082
(Rev. 12/09)
Page 1 of 2

| | | |
|---|---------------|----------------|
| PERMIT NUMBER | *****TBD***** | |
| GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD) | | |
| | LATITUDE (DD) | LONGITUDE (DD) |
| BEGIN | 29.7492868° | -98.6997071° |
| END | 29.7478218° | -98.6981046° |

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

Date 01/09/19

Formal notice is hereby given that City of Boerne

proposes to place a 6" Forcemain Sanitary Sewer

line within the right of way of IH-10, RM 544, Displ. EBFR, to RM 545 Displ. EBFR in Kendall County Texas, MNT Sec. No. 2 as follows: (give location, length, general design, etc. Use additional sheet as needed)

Remove approx. 747 LF of existing forcemain pipe, install approx. 743 LF of new 6" PVC sanitary sewer pipe, install new 6" plug valve and box.

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: |
| <input type="checkbox"/> Are attached. |
| <input type="checkbox"/> Are not attached. |
| • As-built Plans/Certifications of Construction: |
| <input type="checkbox"/> Are required and shall be certified as accurate by an authorized representative of the company. |
| <input type="checkbox"/> Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer. |
| <input type="checkbox"/> Are not required |
| <input type="checkbox"/> 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: |
| <input type="checkbox"/> in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or: |
| <input type="checkbox"/> 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: 01/09/19 | 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
TxDOT

Initial Date
Utility

Attachment “G” Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established: %
(Calculation attached)
- ☐ Forced Betterment
(Provide supporting documentation)
- ☒ Not Applicable

Initial Date
TxDOT

Initial Date
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.

Initial Date
TxDOT

Initial Date
Utility