



MEMO

October 11, 2023

To: Kyle Madsen, JD, CTCM
Director, Right of Way Division

Through: Gina Gallegos
District Engineer, San Antonio District

Initial: _____

From: Diana Rogerio
Transportation Engineer Supvr, San Antonio District

Initial: _____

Subject: Standard Utility Agreement Assembly

Utility ID #: U00012732	ROWIS U#: U	Utility: City of Fair Oaks Ranch
RCSJ: 3212-05-017	County: Comal	
CCSJ: 3212-05-013	HWY: FM 3351	
From: At Cibolo Creek	To: N/A	

Our District has executed a Standard Utility Agreement with the subject Utility for the above-referenced project and is now being submitted for file. This agreement provides funding for the utility to adjust their facilities in correlation with the included Agreement Assembly that contains the Standard Utility Agreement (ROW-U-35), attachments 'A' through 'H', and attached checklist.

The location of the Utility is in conflict with the Highway Construction Project as follows:

Approx. 1175 LF of existing 6" water line (TOU: 1267.58) is in conflict with proposed ditch/grading. Remove/replace with new 6" line at least 36" below existing grade. Adjust water meter to proposed grade. Approx. 1400 LF of existing 4" water line (TOU: 1253.87) is in conflict with proposed grading, driveway, and culvert. Remove/replace with new 4" line at least 36" below existing grade.

The utility will complete the following to clear the conflict:

City of Fair Oaks will be relocating a 4-in line from Sta. 255+74.33, 65.49' LT to Sta. 278+59.85, 71.24' LT (TxDOT stationing). A 6-in line will be relocated from Sta. 255+75.52, 62.48' LT to 274+15.00, 77.48' LT (TxDOT stationing).

The following will be used by the utility:
(all that apply)

ROW-U-48 E Joint Bid with TxDOT

The Utility is aware that they will need to submit specific documents, prior to or at billing, as designated on the attached checklist.

A courtesy review was performed by: courtesy review not requested

This Standard Utility Agreement has been reviewed and approved by San Antonio Districts Utility Coordinator, TP&D Director, and District Engineer.

Should you have any questions please contact:

Bassam BaniYassin
Utility Coordinator
210.952.0242
Bassam.BaniYassin@tx



Utility Coordinator's Agreement Checklist

Project / Agreement Information

Your Name: Bassam BaniYassin
Your Title: Utility Coordinator
Your Phone: 210.952.0242
Your Email: Bassam.BaniYassin@txdot.gov
Supervisors Name: Diana Rogerio
Supervisors Title: Transportation Engineer Supvr
Supervisors Phone: 210.615.5870
Supervisors Email: Diana.Rogerio@txdot.gov
District Engineer: Gina Gallegos
Title: District Engineer
District Engineer's Phone: 210.615.5801
District Engineer's Email: Gina.Gallegos@txdot.gov
District: San Antonio
Utility Name: City of Fair Oaks Ranch
ROWIS U#: U
Utility ID#: U00012732
Date Received (District): 7/11/2023
Accounting Method (SUA B): Actual Costs
Reimbursement Justification: Property Interest - Pre-TxDOT
Assembled By: TxDOT Consultant
CSJ: 3212-05-013
RCSJ: 3212-05-017
HWY Construction Let Date: 2/1/2024
Highway: FM 3351
Limits From: At Cibolo Creek
Limits To: N/A
TxDOT Project Stationing Start: 250+00
TxDOT Project Stationing End: 281+75.00
Utility Adjustment Starting Station: 255+74.33
Utility Adjustment Ending Station: 278+59.85
Federal-Aid ROW Project No.: N/A
County: Comal
Process: SUP - Non-Interstate

Checklist

Description of Work:	City of Fair Oaks Ranch will be relocating a 4-in line from Sta. 255+74.33, 65.49' LT to Sta. 278+59.85, 71.24' LT (TxDOT stationing). A 6-in line will be relocated from Sta. 255+75.52, 62.48' LT to 274+15.00, 77.48' LT (TxDOT stationing).	
GENERAL:		
Are all applicable forms submitted complete, up-to-date, and unmodified?		YES
Are explanations or clarifications included where necessary for complete understanding?		YES
Is Signature authority included for representative signing forms if other than officer level? ROW-U-40		N/A
Is the CPA screenshot included? (Include immediately after checklist)		NO
Does TxDOTCONNECT TIN match CPA screenshot TIN?		NO
Does TxDOTCONNECT mail code match CPA screenshot mail code?		NO
Does TxDOTCONNECT address match CPA screenshot, and the invoice remittance address?		NO
Has the TxDOTCONNECT utility page, including utility status, been updated?		NO
ATTACHMENT A - Plans and Estimate		
PLANS:		
Is the project or vicinity plat provided where needed to understand scope of proposed work?		YES
Is the adjustment within Project limits or DIRECTLY related to work required within Project limits?		YES
Are the existing and proposed ROW lines, and the existing and proposed utility easements shown?		YES
Is the existing facility including nature of conflicts and eligibility lengths or pole count per page shown?		YES
Is the proposed installation demonstrating TAC compliance, distance from ROW, and depth or clearance shown?		YES
Are profile view or cross-sections of crossings to show casing, depth or clearance provided?		YES
Do the plans indicate TxDOT project stationing and offsets from centerline?		YES
Are specifications for both existing and proposed facility sufficient to verify betterment or in-kind?		YES
ESTIMATE:		
Is the estimate properly and adequately itemized and detailed?		YES
Have materials subject to Buy America compliance have been identified on the estimate? (*)		N/A
Is the estimate free of all ineligible costs? (Utility Manual, Ch 7, Sec 2)		YES
Have replacement easement costs been verified and approved as appropriate? (ROW Manager approval)		N/A
Have the estimate quantities been compared and reconciled to plans and statement of work in agreement?		YES
Is a Betterment ratio applicable? (if so, see Attachment "G")		N/A
If yes, is ratio calculated and applied properly?		N/A
Is a Depreciation credit applicable?		N/A
If yes, is credit calculated and applied properly?		N/A
Is a Salvage credit applicable?		N/A
If yes, is credit calculated and applied properly?		N/A
Have overheads and loadings been explained and checked for reasonableness?		N/A
Are all units and rates multiplied correctly to obtain a sum? Are all subtotals and totals correct?		YES
Has the utility consultant engineering contract been reviewed and approved by the District?		YES
Attachment "B" - Utility's Accounting Method		
Is an acceptable accounting method (Actual cost or Lump Sum) indicated?		YES
Attachment "C" - Utility's Schedule of Work and Estimated Date of Completion		
Has the schedule of work been provided by the utility?		YES
Is the start date of the accommodation included? (physical adjustment or relocation)		YES
Attachment "D" - Statement covering Contract Work - Is the ROW-U-48 included?		
Attachment "E" - Utility Joint Use Agreement		
Is Joint Use Agreement Included? (plans showing area of Joint Use required)		N/A
Is the Permit included?		NO
Attachment "F" - Eligibility Ratio - correctly calculated and recommended?		
Attachment "G" - Betterment Calculation and Estimates		
Are betterment and in-kind estimates included?		N/A
Is the betterment ratio applied properly?		N/A
Attachment "H" - Proof of Property Interest - ROW-U-Affidavit		
Has proof of property or compensable interest ownership by utility been established?		YES
Have corporate succession documentation been provided? (chain of ownership)		YES
Is a quit claim required?		NO
This SUA will be submitted to ROW Division in a single PDF file via:		EMAIL
Remittance Address:		
TIN# / Mail Code:		
Prepared By:	10/12/2023	
Signature:		

FULL AUTHORITY DATE:	1/0/1900
Agreement Execution Date:	
Emergency Work Authorization Date:	NA
Dates of Work:	Start Date: 04/03/24
	End Date: 08/01/24
Estimated Duration (Calendar Days):	120
TOTAL ADJUSTMENT COSTS:	\$614,370.70
Betterment %:	0.00%
Salvage Credit:	\$0.00
Depreciation:	\$0.00
Eligibility Ratio:	60.95%
Amount Due from Utility via AFA:	\$203,536.68
Amount in TxDOT Contract:	\$521,220.70
Amount Payable to Utility:	\$56,774.93

Utility Primary Contact Information:

Utility Primary Contact: Julio Colunga
Email: jcolunga@fairoaksranchtx.org
Phone: (210) 698-0900

Documents Included in this package:

Documents that will be supplied at or prior to billing:

*Modified forms will require ROW Attorney's approval.

STANDARD UTILITY AGREEMENT

U Number: Utility ID: **U00012732**

District: San Antonio
Federal Project No.: N/A
ROW CSJ: 3212-05-017
Highway Project Letting Date: 02/01/2024

County: Comal
Highway: FM 3351
From: At Cibolo Creek
To: N/A

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Fair Oaks, ("**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 (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: City of Fair Oaks will be relocating a 4-in line from Sta. 255+74.33, 65.49' LT to Sta. 278+59.85, 71.24' LT (TxDOT stationing) since it is in conflict with proposed ditch/grading. A 6-in line will be relocated from Sta. 255+75.52, 62.48' LT to 274+15.00, 77.48' LT (TxDOT stationing) since it is in conflict with proposed ditch/grading; 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. §§ 4321, 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 not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the **Utility** with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work

Initial Date
TxDOT

Initial Date
Utility

by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

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:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

Initial Date
TxDOT

Initial Date
Utility

- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (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**.

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.

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by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

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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:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
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Initial Date
TxDOT

Initial Date
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- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (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**.

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.

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TxDOT

Initial Date
Utility

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

UTILITY**EXECUTION RECOMMENDED:**Utility: City of Fair Oaks*Name of Utility*Director of TP&D (or designee), San Antonio District

By: _____

*Authorized Signature*Print or Type Name

Title: _____

Date: _____

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

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Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

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

- ☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- ☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- ☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
- 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

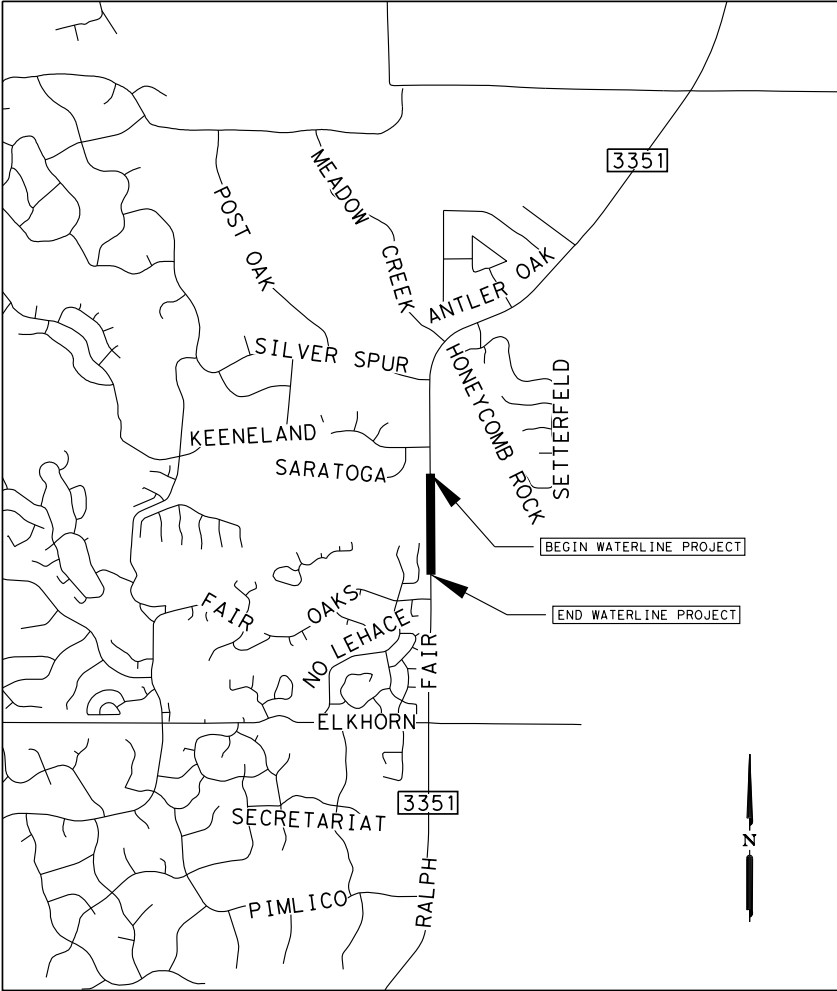
CITY OF FAIR OAKS RANCH

WATER WELL REPLACEMENT PROJECT

RALPH FAIR ROAD (FM 3351)



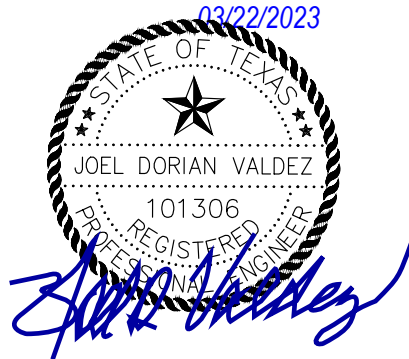
EMILY STROUP	PLACE 1
ROY ELIZONDO	PLACE 2
MICHELLE BLISS	PLACE 3
LAURA KOERNER	PLACE 4
SCOTT PARKER	PLACE 5
CHELSEY MUENCHOW	PLACE 6



NOT TO SCALE

SHEET INDEX:

1	COVER
2	GENERAL NOTES
3-5	WATER LINE PLANS
6	WATER DETAILS



PREPARED BY:



40 NE INTERSTATE 410 LOOP, SUITE 545
SAN ANTONIO, TX 78216
210.491.2391

TBPE FIRM REGISTRATION NO: 6535

PLOTDRIVER: \$PLTDIVS\$
 PENTABLE: ...PLOTDRIVER: \$PLTDIVS\$

DATE: 3/15/2023
 PLOTTING TIME: 10:49:33 AM

File Name: 0704*WL*NTS01.dgn
 User: NTS01

GENERAL NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS.

2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].

3. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].

4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].

5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].

6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].

7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT [§290.44(B)].

8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].

9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(F)(1)].

10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].

11. PURSUANT TO 30 TAC § 290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.

- THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC § 290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

Q = (LD√P) / 148,000

WHERE:

Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

- THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC § 290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

L = (SD√P) / 148,000

WHERE:

L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET § 290.44(E)(1)-(4).

13. THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(E)(5)].

14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].

15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].

16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].

17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C- 651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].


18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

19. CONTRACTOR TO REMOVE ALL EXISTING WATERLINES AS DIRECTED BY TXDOT. ABANDONMENT OF EXISTING WATERLINES IN PLACE IS NOT PERMITTED BY TXDOT.

CONTRACTOR SHALL INSTALL ALL WATER LINES A MINIMUM OF 4-FT DEEP BELOW FINISH GRADE UNLESS OTHERWISE NOTED IN THE PLANS. CONTRACTOR TO REVIEW ROADWAY/BRIDGE LAYOUTS FOR ELEVATIONS.

NO.	DATE	REVISION	APPR BY

03/22/2023



JOEL DORIAN VALDEZ
101306
REGISTERED PROFESSIONAL ENGINEER



**K•FRIESE
+ ASSOCIATES**
PUBLIC PROJECT ENGINEERING

40 NE Interstate Loop 410
Suite 545
San Antonio, Texas 78216
P 210.491.2391 F 512.338.1784
TBPE Firm Number 6535
www.kfrieese.com



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GENERAL NOTES

ITEM NO.	1	2	3	4	5	6	7	8	9	10	11
	PIPE WATER MAIN (PVC)(4")	PIPE WATER MAIN (PVC)(6")	TRENCH EXCAVATION	4" GATE VALVE	6" GATE VALVE	FITTINGS	2-INCH BLOWOFF	CONC. ENCASEMENT	4-INCH TIE-IN	6-INCH TIE-IN	HYDROSTATIC PRESSURE TEST
SPEC NO.											
DESCRIPTION	SS7196-5.1	SS7196-5.1	SS7196-5.21	SS7196-5.9	SS7196-5.9	SS7196-5.44	SS7196-5.18	SS7196-5.14	SS7196-5.22	SS7196-5.22	SS7196-5.40
PAGE	LF	LF	LF	EA	EA	TON	EA	CY	EA	EA	EA
PLAN 01	637	634	1271	1	1	0.4		1.3	1	1	2
PLAN 02	952	932	1884			0.3		13.84		1	
PLAN 03	759	295	1054	1	1	0.3	1	6.41	1		
TOTAL	2348	1861	4209	2	2	1.0	1	21.55	2	2	2

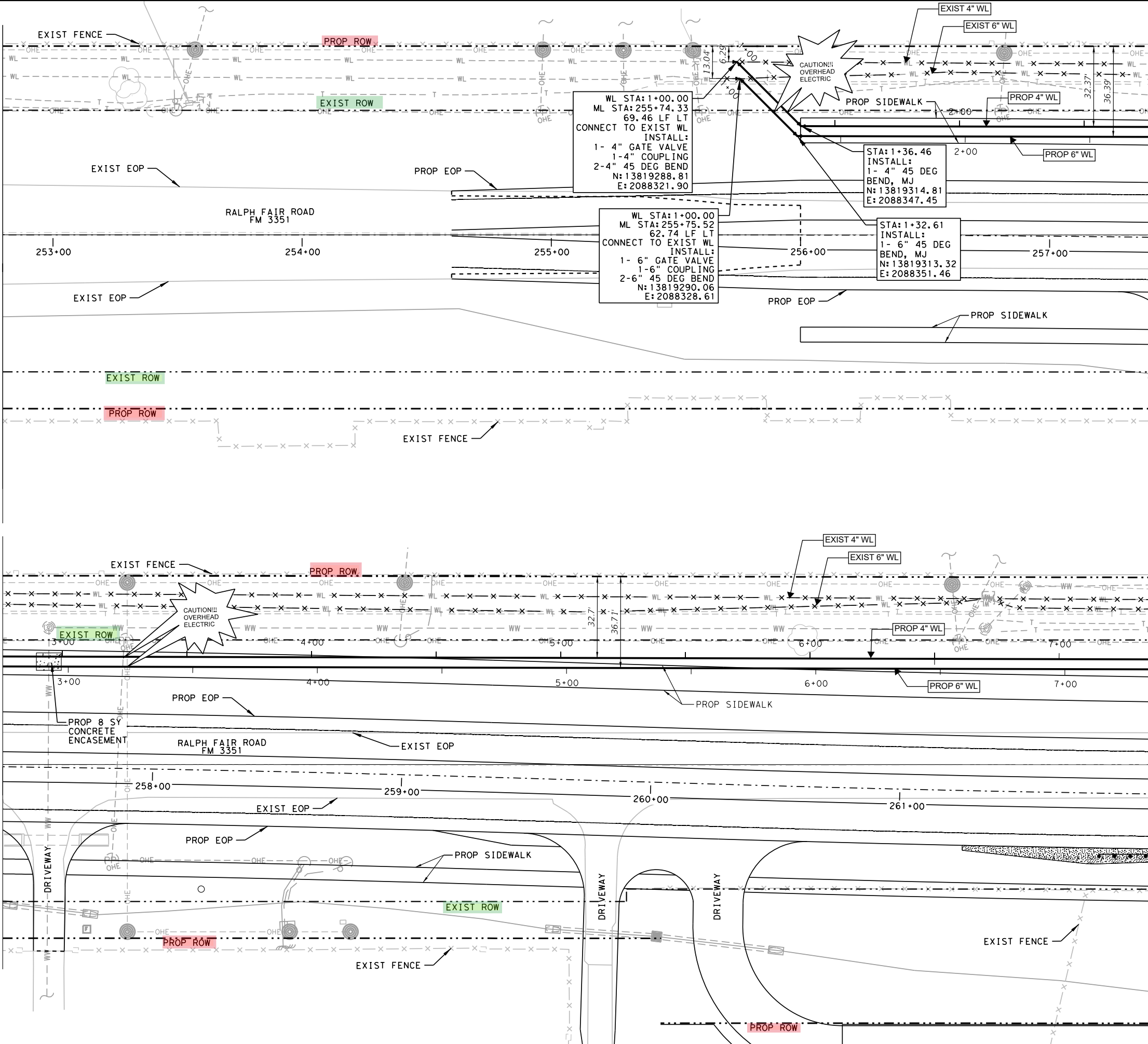
SHEET 1 OF 1					
DSN: JV	STATE	FED RD. DIV NO.	FEDERAL PROJECT NO.	HIGHWAY NO.	
CR: XX	TEXAS	6	SEE TITLE SHEET	FM 3351	
DRN: LB	COUNTY	DIST.	CONT.	SECT.	JOB SHEET NO.
CR: XX	COMAL	SAT	3212	05 013	2

MATCHLINE STA 252+80.00

MATCHLINE STA 257+40.00

MATCHLINE STA 257+40.00

MATCHLINE STA 262+00.00



LEGEND

PROP WATER MAIN	—●—
EXIST WATER MAIN	—○— 6" C. I. WL
GAS MAIN	— 2" G —
SANITARY SEWER	— 8" SS —
STORM SEWER	— 24" ST —
UTILITY POLE LINE	—●—●—
ELECTRIC CABLE	— E —
TELEPHONE CABLE	— T —

- NOTES:
1. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 2. UTILITY CROSSINGS TO BE CONDUCTED PER WATER DETAIL A ON SHEET 6.
 3. CULVERT CROSSINGS TO BE CONDUCTED PER WATER DETAIL B ON SHEET 6.
 4. ALL PIPE SHALL BE C900 UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
 5. CONTRACTOR TO REFER TO GENERAL NOTES FOR ABANDONING AND REMOVAL OF EXISTING 6" WATERLINE.



NO.	DATE	REVISION	APPR BY

03/22/2023

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San Antonio, Texas 78216
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FM 3351
PLAN
WATER WELL LINE
STA 252+80 TO STA 262+00

SCALE: 1"=40' SHEET 1 OF 3

DSN: JV	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.	HIGHWAY NO.
CR: XX	TEXAS	6	SEE TITLE SHEET	FM 3351
DRN: LB	COUNTY	DIST.	CONT.	SECT.
CR: XX	COMAL	SAT	3212	05 013
				SHEET NO. 3

60% PLANS SUBMITTAL

PLOTDRIVER: \$PLTDVRS\$
PENTABLE: ...APLOTENVKfrieSEPEN.tbl

DATE: 3/15/2023
PLOT TIME: 10:49:36 AM

File Name: 0704*WL*PLAN02.dgn
User Name: bdu

MATCHLINE STA 262+00.00

MATCHLINE STA 266+60.00

MATCHLINE STA 266+60.00

MATCHLINE STA 271+20.00

LEGEND

PROP WATER MAIN	—●—
EXIST WATER MAIN	—○— 6" C. I. W.
GAS MAIN	—2" G—
SANITARY SEWER	—8" SS—
STORM SEWER	—24" ST—
UTILITY POLE LINE	—●—●—
ELECTRIC CABLE	—E—
TELEPHONE CABLE	—T—

- NOTES:
1. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 2. UTILITY CROSSINGS TO BE CONDUCTED PER WATER DETAIL A ON SHEET 6.
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NO.	DATE	REVISION	APPR BY

03/22/2023

Joel Dorian Valdez

K. FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

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FM 3351
PLAN
WATER WELL LINE
STA 262+00 TO STA 271+20

SCALE: 1"=40' SHEET 2 OF 3

DSN: JV	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.	HIGHWAY NO.
CR: XX	TEXAS	6	SEE TITLE SHEET	FM 3351
DRN: LB	COUNTY	DIST.	CONT.	SECT.
CR: XX	COMAL	SAT	3212	05
			013	4

MATCHLINE STA 271+20.00

MATCHLINE STA 275+80.00

MATCHLINE STA 275+80.00

MATCHLINE STA 280+40.00

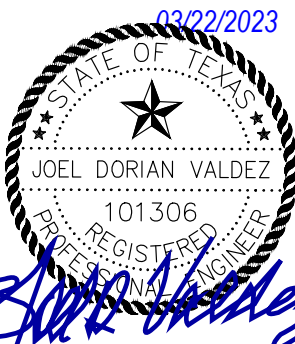
LEGEND

- PROP WATER MAIN —●—
EXIST WATER MAIN —○— 6" C.I. —
GAS MAIN —2"G—
SANITARY SEWER —8"SS—
STORM SEWER —24"ST—
UTILITY POLE LINE —●—
ELECTRIC CABLE —E—
TELEPHONE CABLE —T—

- NOTES:
1. CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
 2. UTILITY CROSSINGS TO BE CONDUCTED PER WATER DETAIL A ON SHEET 6.
 3. CULVERT CROSSINGS TO BE CONDUCTED PER WATER DETAIL B ON SHEET 6.
 4. ALL PIPE SHALL BE C900 UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
 5. CONTRACTOR TO REFER TO GENERAL NOTES FOR ABANDONING AND REMOVAL OF EXISTING 6" WATERLINE.



NO.	DATE	REVISION	APPR BY
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FM 3351
PLAN
WATER WELL LINE
STA 271+20 TO STA 280+40

SCALE: 1"=40'

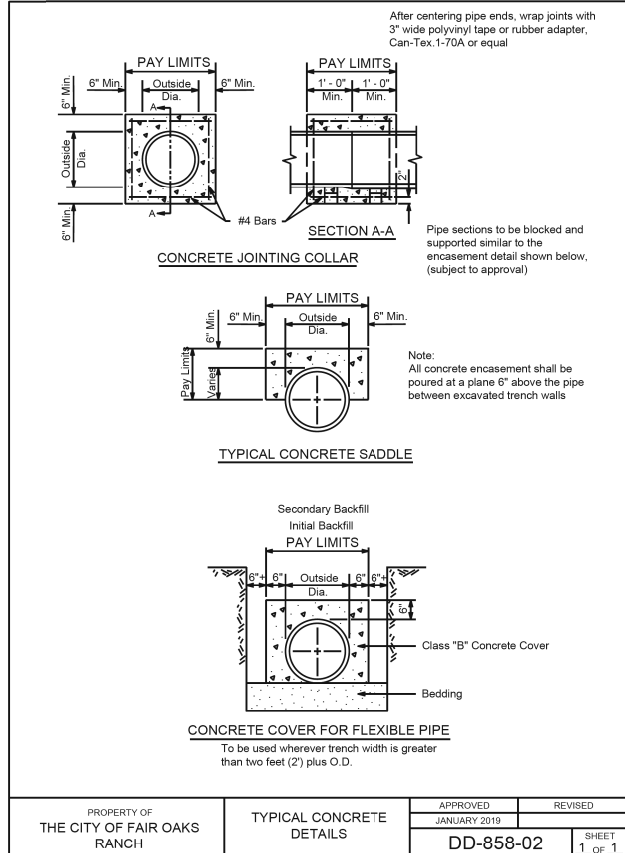
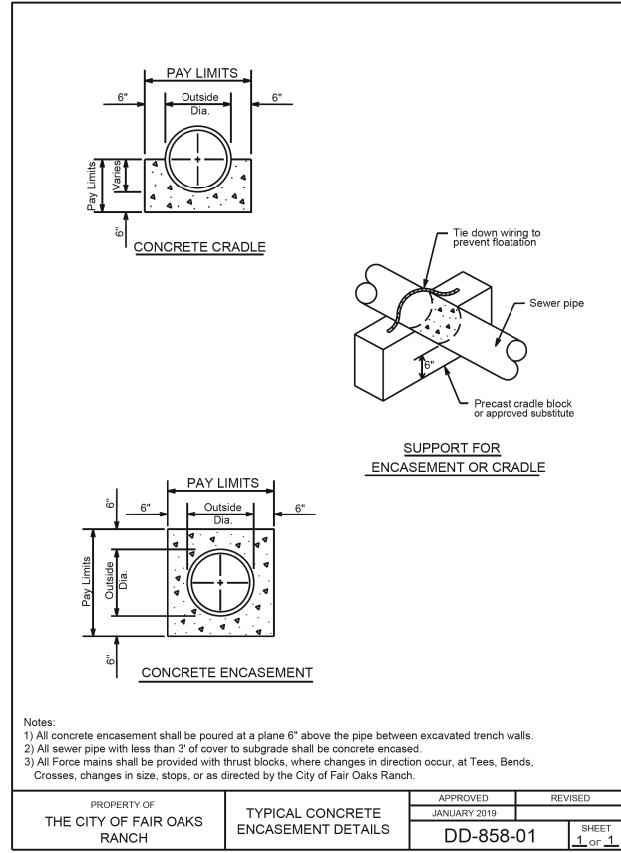
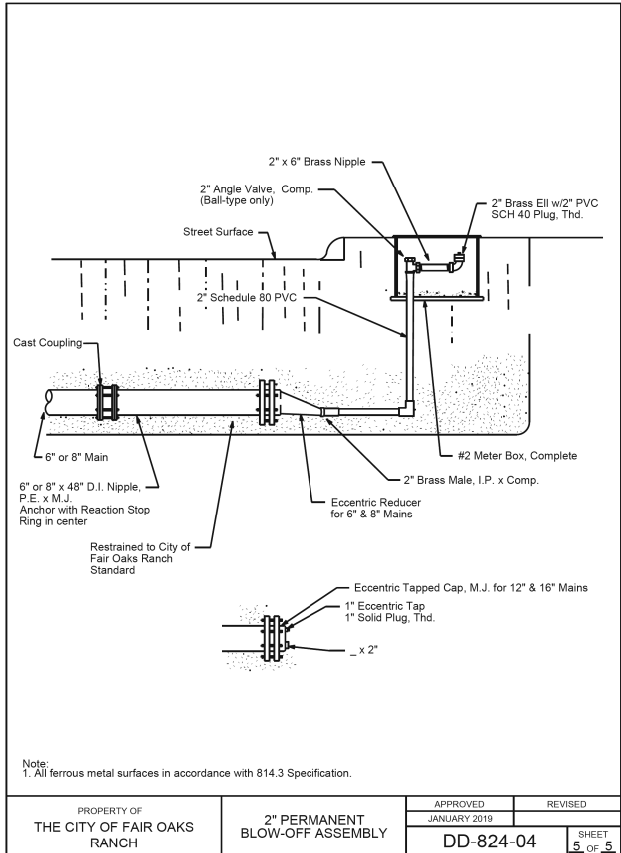
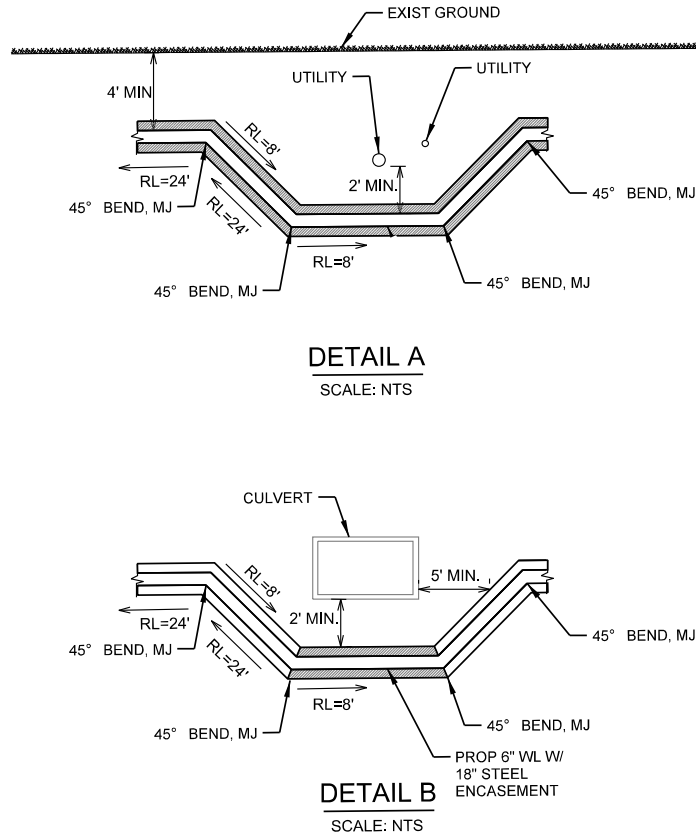
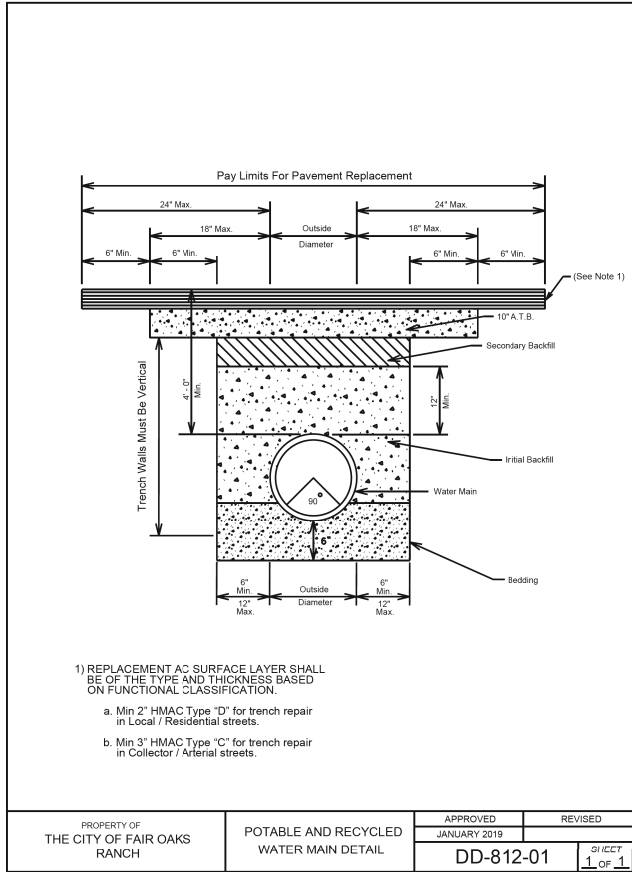
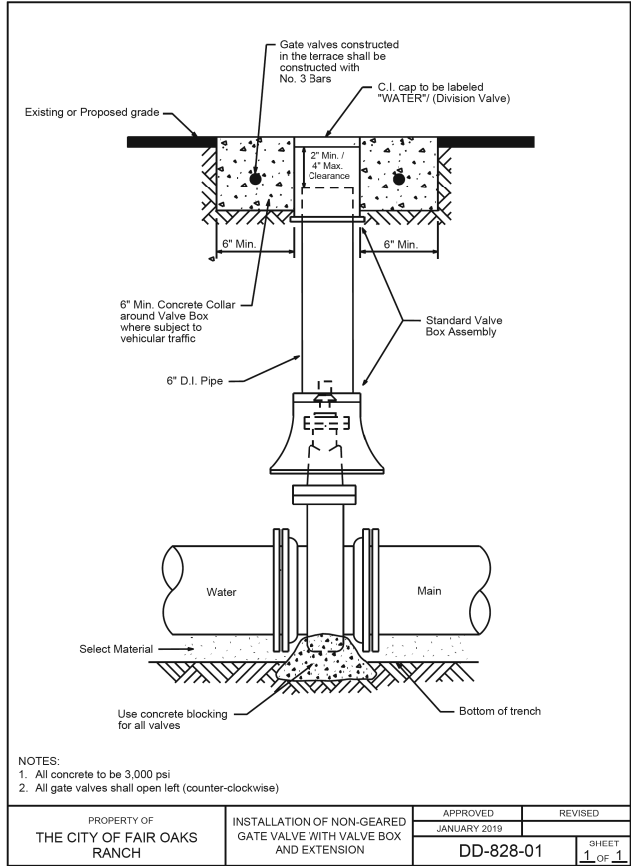
SHEET 3 OF 3

DSN:	JV	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.		HIGHWAY NO.	
CR:	XX	TEXAS	6	SEE TITLE SHEET		FM 3351	
DRN:	LB	COUNTY	DIST.	CONT.	SECT.	JOB	SHEET NO.
CR:	XX	COMAL	SAT	3212	05	013	5

PLOTDRIVER: \$PLTDVRS\$
PENTABLE: ...PLOTDRIVER: \$PLTDVRS\$

DATE: 3/15/2023
PLOT TIME: 10:49:37 AM

File Name: 0704*WL*DET01.dgn
User Name: bdu



NO.	DATE	REVISION	APPR BY

03/22/2023

STATE OF TEXAS

JOEL DORIAN VALDEZ

101306

REGISTERED PROFESSIONAL ENGINEER

Joel Dorian Valdez

K•FRIESE + ASSOCIATES

PUBLIC PROJECT ENGINEERING

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Texas Department of Transportation

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WATER DETAILS

SHEET 1 OF 1

DSN:	STATE	FED RD. DIV. NO.	FEDERAL PROJECT NO.	HIGHWAY NO.		
CK: XX	TEXAS	6	SEE TITLE SHEET	FM 3351		
DRN:	COUNTY	DIST.	CONT.	SECT.	JOB	SHEET NO.
CK: XX	COMAL	SAT	3212	05	013	6

CITY OF FAIR OAKS RANCH (U NUMBER NOT ASSIGNED)

		ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
UTILITIES - JOINT BID						
CITY OF FAIR OAKS WATER (U-NOT ASSIGNED)						
SS7196-5.1		PIPE WATER MAIN (PVC)(4")	LF	91	2,348	\$ 213,668
SS7196-5.1		PIPE WATER MAIN (PVC)(6")	LF	103	1,861	\$ 191,683
SS7196-5.21		TRENCH EXCAVATION	LF	4	4,209	\$ 16,836
SS7196-5.9		4" GATE VALVE	EA	1,391	2	\$ 2,782
SS7196-5.9		6" GATE VALVE	EA	1,809	2	\$ 3,618
SS7196-5.44		FITTINGS	TON	6,420	1	\$ 6,420
SS7196-5.18		2" BLOWOFF	EA	4,500	1	\$ 4,500
SS7196-5.14		CONCRETE ENCASEMENT	CY	600	22	\$ 12,930
SS7196-5.22		4" WATER TIE-IN	EA	4,400	2	\$ 8,800
SS7196-5.22		6" WATER TIE-IN	EA	4,800	2	\$ 9,600
SS7196-5.40		HYDROSTATIC PRESSURE TEST	EA	1,500	2	\$ 3,000
		CONTINGENCY (10%)	LS		1	\$ 47,384
						\$ 521,221

This document is released for interim review under the authority of Joel Valdez, P.E., #101306 on January 12, 2023 and is not to be used for other purposes.



7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
Bus: 210-698-0900
www.fairoaksranchtx.org

June 14, 2023

Cassandra Wallof, P.E.
HDR, Inc.
17111 Preston Road, Suite 300
Dallas, TX 75248-1232

RE: City of Fair Oaks Ranch Management/Administration Fees for TxDOT FM 3351 Project

Dear Ms. Wallof:

The City of Fair Oaks Ranch (CoFOR) has prepared the following summary of Project Management/Administration Fees for the City's Well Waterline Relocation project which will be joint bid with TxDOT FM 3351 Cibolo Creek Bridge Project (CSJ 3212-05-013). Please note we retain Legacy Engineering Group, PLLC (LEG) as our General Engineering Consultant (GEC), and LEG's estimated costs have been included in the summary as well. The below summary includes the estimated time and effort for all project management, contract administration, project meetings, field inspections, and general oversight for the duration of the project.

CoFOR	Rate	Hours	Fee
Engineering	\$100	16	\$1,600.00
Technical/Operator	\$75	24	\$1,800.00
Inspection	\$50	24	\$1,200.00
Support Staff/Admin	\$50	8	\$400.00
GEC-LEG	Rate	Hours	Fee
Project Manager	\$190	16	\$3,040.00
Engineer II	\$150	24	\$3,600.00
Senior Technician	\$105	24	\$2,520.00
TOTALS:		136	\$14,160.00

Please also find the professional engineering services scope and fee proposal from K Friese & Associates, Inc. (KFA) for the City's Well Waterline Relocation in the amount of \$79,665.00. A copy of the proposal is enclosed for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Grant Watanabe'.

Grant Watanabe, P.E.
Director of Public Works & Engineering Services

Enclosure: KFA Proposal dated May 23, 2023

Cc: Joel Valdez, PE, K Friese & Associates
Mike Garza, PE, PTOE, RSP1, Legacy Engineering Group

May 23, 2023

Mr. Grant Watanabe
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

VIA: E-Mail

**RE: Engineering Design Services for the
FM 3351 Well Waterline Relocation
KHA Project No. 0704 | 164**

Dear Mr. Watanabe:

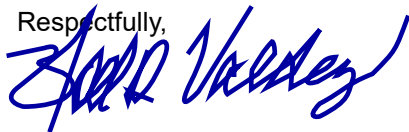
K Friese & Associates, Inc. (KFA) is pleased to provide you with the attached scope of services to perform professional engineering design services for the well water relocation designs related to the TxDOT FM 3351 Expansion Project. The scope will also include supporting the City with TxDOT coordination, easement acquisition process, and TxDOT funding agreements.

We propose to perform the tasks described in the attached documents on a lump sum basis in the amount of \$79,665.00 for base service. Additional detail on the project can be found in the attached Manpower Estimate and Scope of Services.

PHASE	WATER FEE	DURATION
90% Design	\$34,035.00	Follow TxDOT Schedule
100% Design	\$20,555.00	Follow TxDOT Schedule
Bid Phase	\$6,315.00	Follow TxDOT Schedule
Construction	\$15,280.00	Follow TxDOT Schedule
Closeout	\$3,480.00	Follow TxDOT Schedule
Base Services	\$79,665.00	

Thank you very much for the opportunity to serve the City of Fair Oaks Ranch and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Respectfully,



Joel D. Valdez, PE, CFM, LEED AP
Senior Engineer

**KFA FEE SCHEDULE
CITY OF FAIR OAKS RANCH - FM 3351**

Task		QC/ Senior	Sr PM	Engineer I, PE	Engineer in	Contract	Total Labor	Total Labor	Expenses	Total
		Project II	Hours	Hours	Hours	Training				
		Hours	Hours	Hours	Hours	Hours	Hours	Cost		Cost
		\$ 200.00	\$ 210.00	\$ 125.00	\$ 110.00	\$ 85.00				
90% Design - Water (Subtotals)		8	78	60	74	4	224	\$33,960.00	\$75.00	\$34,035.00
1.1	Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
1.2	FOR Coordination		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.3	Review survey, maps, as-builts		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.4	Easement Aquistion memo and Coordination		16	12			28	\$4,860.00	\$0.00	\$4,860.00
1.5	Walk Project		4	4			8	\$1,340.00	\$75.00	\$1,415.00
1.6	TxDOT Coordination		20				20	\$4,200.00	\$0.00	\$4,200.00
1.7	Plans Preparation		4	32	62		98	\$11,660.00	\$0.00	\$11,660.00
1.8	Prepare Expected Construction Cost		12		8		20	\$3,400.00	\$0.00	\$3,400.00
1.9	QA/QC	8	4				12	\$2,440.00	\$0.00	\$2,440.00
1.10	Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
100% Design - Water (Subtotals)		4	50	32	44	4	134	\$20,480.00	\$75.00	\$20,555.00
2.1	Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
2.2	Project Walkthrough with FOR and Coordination		4	4			8	\$1,340.00	\$75.00	\$1,415.00
2.3	TxDOT Coordination		16				16	\$3,360.00	\$0.00	\$3,360.00
2.4	Plans Preparation		4	24	32		60	\$7,360.00	\$0.00	\$7,360.00
2.5	Revise Expected Construction Cost		8		8		16	\$2,560.00	\$0.00	\$2,560.00
2.6	QA/QC	4	4				8	\$1,640.00	\$0.00	\$1,640.00
2.7	Prepare Draft Bid Documents		4				4	\$840.00	\$0.00	\$840.00
2.8	Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
Bid Phase (Subtotals)		0	14	18	8	2	42	\$6,240.00	\$75.00	\$6,315.00
3.1	Project Administration		2			2	4	\$590.00	\$0.00	\$590.00
3.2	Provide Bid Docs		2	4	8		14	\$1,800.00	\$0.00	\$1,800.00
3.3	Attend Pre-bid Conference		4	2			6	\$1,090.00	\$75.00	\$1,165.00
3.4	Prepare & Issue Addenda		2	4			6	\$920.00	\$0.00	\$920.00
3.5	Attend Bid Opening		2	2			4	\$670.00	\$0.00	\$670.00
3.6	Review FOR Portion of Bid Tab		1	4			5	\$710.00	\$0.00	\$710.00
3.7	Conformed Documents		1	2			3	\$460.00	\$0.00	\$460.00
Construction Phase (Subtotals)		0	38	38	16	4	96	\$14,830.00	\$450.00	\$15,280.00
4.1	Project Administration		8			4	12	\$2,020.00	\$0.00	\$2,020.00
4.2	Preconstruction Conference		4	4			8	\$1,340.00	\$0.00	\$1,340.00
4.3	Review Submittals		4	8	16		28	\$3,600.00	\$0.00	\$3,600.00
4.4	Monthly Construction Meetings (2 meetings)		4	4			8	\$1,340.00	\$150.00	\$1,490.00
4.5	Observe Construction (4 visits)		8	8			16	\$2,680.00	\$300.00	\$2,980.00
4.6	Prepare Monthly Observation Report		2	2			4	\$670.00	\$0.00	\$670.00
4.7	Review RFIs, RFPs, and Change Orders		4	8			12	\$1,840.00	\$0.00	\$1,840.00
4.8	Meet for Final Field Acceptance		4	4			8	\$1,340.00	\$0.00	\$1,340.00
Project Closeout - Water (Subtotals)		0	4	0	24	0	28	\$3,480.00	\$0.00	\$3,480.00
5.1	Prepare Water Plan of Record		2		16		18	\$2,180.00	\$0.00	\$2,180.00
5.2	Revise and Resubmit per Comments		2		8		10	\$1,300.00	\$0.00	\$1,300.00
Overall Project Total		12	184	148	166	14	524	\$78,990.00	\$675.00	\$79,665.00

Utility Adjustment for TxDOT Project

City of Fair Oaks Ranch

FM 3351

RCSJ: 3212-05-017

Utility ID#: U00012732

UNNUMBER:

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Materials to be purchased by TxDOT - JOINT BID						
Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total	
PIPE WATER MAIN (PVC)(4")	SS7196-5.1	LF	2348	91	\$	213,668.00
PIPE WATER MAIN (PVC)(6")	SS7196-5.1	LF	1861	103	\$	191,683.00
TRENCH EXCAVATION	SS7196-5.21	LF	4209	4	\$	16,836.00
4" GATE VALVE - B/A	SS7196-5.9	EA	2	1391	\$	2,782.00
6" GATE VALVE - B/A	SS7196-5.9	EA	2	1809	\$	3,618.00
FITTINGS	SS7196-5.44	EA	1	6420	\$	6,420.00
2" BLOWOFF	SS7196-5.18	EA	1	4500	\$	4,500.00
CONCRETE ENCASEMENT	SS7196-5.14	CUB. YDS	21.55	600	\$	12,930.00
4" WATER TIE-IN	SS7196-5.22	EA	2	4400	\$	8,800.00
6" WATER TIE IN	SS7196-5.22	EA	2	4800	\$	9,600.00
HYDROSTATIC PRESSURE TEST	SS7196-5.40	EA	2	1500	\$	3,000.00
MOBILIZATION (10%)		LS	1	\$ 47,383.70	\$	47,383.70
SUBTOTAL					\$	521,220.70
Internally Supplied Materials - documented with Certified Ledger at Payment						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
OVERHEAD (%)		Enter % if applicable		0.00%	\$	-
SUBTOTAL					\$	-
Externally Acquired Materials - documented with Invoices and/or Checks						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
MATERIALS SUBTOTAL				\$	521,220.70	
* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.						
X	Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.			Sum of De Minimus Items	\$0.00	
TxDOT contractor labor - JOINT BID						
Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Labor Costs - documented with Certified Ledger at payment.						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
Technical / Operator		HR	24	\$ 75.00	\$	1,800.00
Inspection		HR	24	\$ 50.00	\$	1,200.00
Support Staff / Admin		HR	8	\$ 50.00	\$	400.00
OVERHEAD (%)		Enter % if applicable		0.00%	\$	-
SUBTOTAL					\$	3,400.00
External Labor Costs - documented with Invoices and / or checks						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-

Engineering Procured by TxDOT - 100% eligibiity required

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Engineering	HR	16	\$ 100.00	\$ 1,600.00
Project Manager	HR	16	\$ 190.00	\$ 3,040.00
Engineer II	HR	24	\$ 150.00	\$ 3,600.00
Senior Technician	HR	24	\$ 105.00	\$ 2,520.00
SUBTOTAL				\$ 10,760.00
Internal Survey / Landman				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Inspection				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Administration				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead				
OVERHEAD (%)		Enter % if applicable	0.00%	\$ -
SUBTOTAL				\$ 10,760.00

External Engineering - Cost documented with INVOICES and / or CHECKS

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
QC / Senior Project II	HR	12	\$200.00	\$ 2,400.00
Senior PM	HR	184	\$210.00	\$ 38,640.00
Engineer I, PE	HR	148	\$125.00	\$ 18,500.00
Engineer in Training	HR	166	\$110.00	\$ 18,260.00
Contract Specialist	HR	14	\$85.00	\$ 1,190.00
SUBTOTAL				\$ 78,990.00
External Survey/ Landman				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -

SUBTOTAL

\$

-

Exhibit C

External Inspection

\$

-

Select this row and Insert to add rows. Drag to fill formulas from top cell.

\$

-

SUBTOTAL

\$

-

Engineering / Administration / Inspection SUBTOTAL

\$

89,750.00

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied.

ROW

PM must confirm rate.

Line Item / Item Description

Unit

Quantity

\$/Unit

Total

\$

-

Select this row and Insert to add rows. Drag to fill formulas from top cell.

\$

-

SUBTOTAL

\$

-

Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied.

ROW

PM must confirm rate. Documentation of actual cost must be supplied at billing.

\$

-

Select this row and Insert to add rows. Drag to fill formulas from top cell.

\$

-

SUBTOTAL

\$

-

Easement Compensation SUBTOTAL

\$

-

SUMMARY:

Total Project Cost

\$

614,370.70

Amount Payable in TxDOT Contract (Joint Bid)

\$

521,220.70

Utility Cost

\$

93,150.00

General & Administrative OH

0%

\$

-

Gross Reimbursable to Utility

\$

93,150.00

Amount Due to TxDOT Via an Advance Funding Agreement

\$

203,536.68

SALVAGE and/or Depreciation CREDIT

\$

-

BETTERMENT RATIO

0.00%

Ratio Deduction

\$

-

Amount reimbursable after Betterment and Salvage Credit

\$

93,150.00

ELIGIBILITY RATIO

60.95%

NET REIMBURSEMENT TO UTILITY

\$

56,774.93

Version 3.0

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: April 2024, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 120

Estimated Completion Date: August 2024

Initial	Date
TxDOT	

Initial	Date
Utility	

Attachment “D” Statement Covering Contract Work

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

Construction Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- ☒ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☐ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- ☐ TxDOT will procure utility consultant.

Initial Date
TxDOT

Initial Date
Utility



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

Form ROW-U-48
(Rev. 10/20)
Page 1 of 1

U-Number: _____ Utility ID: U00012732
 ROW CSJ Number: 3212-05-017 District: San Antonio
 County: Comal Highway No.: FM 3351
 Federal Project No.: N/A

I, _____, a duly authorized and qualified representative of
 City of Fair Oaks Ranch, 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 indicated 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. The existing continuing contract will be made
 available to the **State** for review at a location mutually acceptable to the **Owner** and 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 _____
 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 _____

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 FM 3351.
 - 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 water 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 ditches, driveways, and drainage during construction, and the relocation of water 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 water 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 water 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.



7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
Bus: 210-698-0900
www.fairoaksranchtx.org

June 14, 2023

Cassandra Wallof, P.E.
HDR, Inc.
17111 Preston Road, Suite 300
Dallas, TX 75248-1232

RE: City of Fair Oaks Ranch Management/Administration Fees for TxDOT FM 3351 Project

Dear Ms. Wallof:

The City of Fair Oaks Ranch (CoFOR) has prepared the following summary of Project Management/Administration Fees for the City's Well Waterline Relocation project which will be joint bid with TxDOT FM 3351 Cibolo Creek Bridge Project (CSJ 3212-05-013). Please note we retain Legacy Engineering Group, PLLC (LEG) as our General Engineering Consultant (GEC), and LEG's estimated costs have been included in the summary as well. The below summary includes the estimated time and effort for all project management, contract administration, project meetings, field inspections, and general oversight for the duration of the project.

CoFOR	Rate	Hours	Fee
Engineering	\$100	16	\$1,600.00
Technical/Operator	\$75	24	\$1,800.00
Inspection	\$50	24	\$1,200.00
Support Staff/Admin	\$50	8	\$400.00
GEC-LEG	Rate	Hours	Fee
Project Manager	\$190	16	\$3,040.00
Engineer II	\$150	24	\$3,600.00
Senior Technician	\$105	24	\$2,520.00
TOTALS:		136	\$14,160.00

Please also find the professional engineering services scope and fee proposal from K Friese & Associates, Inc. (KFA) for the City's Well Waterline Relocation in the amount of \$79,665.00. A copy of the proposal is enclosed for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Grant Watanabe'.

Grant Watanabe, P.E.
Director of Public Works & Engineering Services

Enclosure: KFA Proposal dated May 23, 2023

Cc: Joel Valdez, PE, K Friese & Associates
Mike Garza, PE, PTOE, RSP1, Legacy Engineering Group

May 23, 2023

Mr. Grant Watanabe
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015

VIA: E-Mail

**RE: Engineering Design Services for the
FM 3351 Well Waterline Relocation
KHA Project No. 0704 | 164**

Dear Mr. Watanabe:

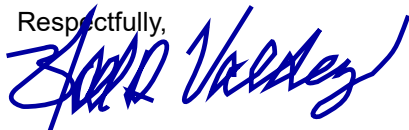
K Friese & Associates, Inc. (KFA) is pleased to provide you with the attached scope of services to perform professional engineering design services for the well water relocation designs related to the TxDOT FM 3351 Expansion Project. The scope will also include supporting the City with TxDOT coordination, easement acquisition process, and TxDOT funding agreements.

We propose to perform the tasks described in the attached documents on a lump sum basis in the amount of \$79,665.00 for base service. Additional detail on the project can be found in the attached Manpower Estimate and Scope of Services.

PHASE	WATER FEE	DURATION
90% Design	\$34,035.00	Follow TxDOT Schedule
100% Design	\$20,555.00	Follow TxDOT Schedule
Bid Phase	\$6,315.00	Follow TxDOT Schedule
Construction	\$15,280.00	Follow TxDOT Schedule
Closeout	\$3,480.00	Follow TxDOT Schedule
Base Services	\$79,665.00	

Thank you very much for the opportunity to serve the City of Fair Oaks Ranch and we look forward to working with you on this project. Please do not hesitate to contact me with any questions or comments.

Respectfully,



Joel D. Valdez, PE, CFM, LEED AP
Senior Engineer

PROJECT DESCRIPTION

The City of Fair Oaks Ranch (FOR) has requested engineering design services for the relocation of two well line segments to accommodate future FM 3351 improvements. The proposed project will be a joint bid with the TxDOT project and will generally follow the TxDOT schedule. The project will include a review of easement acquisition documents, funding agreements and preparation of supporting exhibits. This project will consist of the replacement of the following:

- 2,300 of 4-inch well line
- 1,200 of 6-inch well line

SCOPE OF SERVICES

The KFA Team will provide engineering design services to accommodate expansion of the FM 3351. Conflict analysis was performed by others. Scope includes the following:

- Project Administration and coordination with FOR and TxDOT
- Construction plans for water main replacement segment
- Plans will be submitted for review to FOR at the 90% phase, and a final (100%) sealed set of plans will be submitted for construction
- Easement acquisition analysis and recommendations
- Review of funding agreements and supporting easements
- Bid Phase Services
- Limited construction phase services, including monthly site visits, and preparation of as-builts

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: design survey, temporary water main design, structural engineering, geotechnical engineering, environmental studies, traffic control plans, bypass pumping plans, TxDOT Exception requests, and permitting fees. Any additional submittal or plan changes after the 100% signed and sealed documents will be considered additional services.

FOR standard details and specifications will be referenced. Anticipated plan sheets (11"X17") to be prepared for this assignment include:

Well Line:

- 1 – Cover
- 1 – General Notes
- 3 – Plan Sheets (1" = 40' scale) (Double Banked views)
- 1 – Standard Details Sheet

1. 90% Submittal

- 1.1 Project Administration – This task includes routine communication with FOR, managing manpower, budgets, and schedules, and invoicing.
- 1.2 FOR Coordination – Coordinate with FOR and TxDOT regarding the proposed water line improvements and the alignment of the proposed roadway. KFA will attend design meetings with FOR, the roadway design team, and TxDOT.
- 1.3 Review Surveys, Maps, As-Builts – Review documents depicting the existing water infrastructure provided by TxDOT.

- 1.4 KFA will review the easement acquisition offer letter, review findings and prepare a memorandum describing findings and recommendations. The memorandum will include a cost estimate.
- 1.5 Walk Project – The KFA Team will visit the site to walk the project and assess existing conditions that are visible in order to evaluate new alignments.
- 1.6 TxDOT Coordination – Coordinate with TxDOT regarding the proposed roadway improvements and the alignment of proposed utilities. KFA will attend design meetings with TxDOT, the roadway design consultant, and the City to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 1.7 Prepare Plan Sheets – Prepare Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will prepare plan sheets for the segments of water main replacement via open cut. TxDOT will provide the design survey and proposed roadway design files, both of which will be the basis for the plan sheets. Existing utilities will be shown where information was found to be available and based on field mark-outs of utilities.
- 1.8 Prepare Opinion of Probable Construction Cost – KFA will prepare a construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 1.9 QA/QC – KFA will conduct QA/QC of the plans for each design phase.
- 1.10 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 90% design stage. A copy of the Plan Sheets will be provided for TxDOT for coordination purposes.

2. 100% Design Phase

- 2.1 Project Administration – This task includes routine communication with FOR, managing manpower, budgets, and schedules; and invoicing.
- 2.2 Walk Project with FOR and Coordination – The KFA Team will walk the project with FOR to review the preliminary plans and existing site conditions.
- 2.3 TxDOT Coordination – Coordinate with TxDOT regarding the proposed roadway improvements and the alignment of the proposed water mains. KFA will attend design meetings with TxDOT and the roadway design consultant to discuss the design of the roadway and utilities, and to mitigate potential conflicts.
- 2.4 Prepare Revised Plan Sheets – Revise Title, Index, General Notes, Details, and Quantity sheets for the project. The KFA Team will update plan sheets for the segments of water main replacement via open cut. The KFA Team will summarize and respond to comments received from FOR/TxDOT at the 90% submittal.
- 2.5 Prepare Revised Opinion of Probable Construction Cost – KFA will prepare an updated construction cost estimate based on updated quantities developed in the plans and pricing on recent similar construction projects.
- 2.6 QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 2.7 Prepare Draft Bid Documents – Draft bid documents and submit to FOR.

- 2.8 Design Submittal - The KFA Team will prepare and submit plans to FOR for review at the 100% design stage.

3. Bid Phase

- 3.1 Project Administration – This task includes routine communication with FOR, managing manpower, budgets, and schedules; and invoicing.
- 3.2 Provide Bid Docs for TxDOT Bid Package – Prepare the necessary documents for the TxDOT bid package for the project.
- 3.3 Attend Pre-Bid Conference – KFA will attend the pre-bid conference.
- 3.4 Prepare and Issue Addenda – KFA will prepare addenda required to clarify, correct, or change the bid documents.
- 3.5 Attend Bid Opening – KFA will attend the bid opening.
- 3.6 Review FOR Portion of Bid Tab – TxDOT will provide a bid tabulation and bid packets from each bidder to KFA. KFA will review the bids, verify the accuracy of the bid tabulation, determine the responsiveness of the low bidder, and prepare a letter of recommendation of award.
- 3.7 Conformed Documents – KFA will update the Contract Documents based on the Addenda issued and will issue Conformed Documents to TxDOT.

4. Construction Administration

- 4.1 Project Administration – This task includes routine communication with FOR, managing subconsultants, manpower, budgets, and schedules; and invoicing.
- 4.2 Preconstruction Conference – KFA will attend the preconstruction conference, discuss the water main project, and contribute to the meeting minutes.
- 4.3 Review Submittals – KFA will review material data submittals, cut sheets, and layout drawings submitted by the Contractor.
- 4.4 Construction Meetings – KFA will attend up to two construction meetings as requested by TxDOT or FOR.
- 4.5 Observe Construction - KFA will attend up to 2 site visits per month during the construction phase. It is anticipated that the field construction phase of the FOR portion of the project will last approximately 4 months, and 8 site visits will be necessary.
- 4.6 Prepare Monthly Construction Observation Report – KFA will prepare a construction observation report each month summarizing the site visits during that month.
- 4.7 Review RFIs, RFPs, and Change Orders - KFA will evaluate and respond to RFIs from the Contractor. KFA will assist FOR in reviewing RFPs and Change Orders received from the Contractor regarding required plan modifications. Change Order paperwork will be completed by others.
- 4.8 Meet for Final Field Acceptance - KFA will meet with FOR and TxDOT inspectors to perform a final walkthrough and sign construction acceptance paperwork prepared by others.

5. Project Closeout

- 5.1 Prepare Record Drawings – The KFA Team will prepare Record Drawings based on redlines provided by the Contractor and Inspector.
- 5.2 Revise and Resubmit per Comments – KFA will revise and resubmit Record Drawings based on comments provided by FOR.

**KFA FEE SCHEDULE
CITY OF FAIR OAKS RANCH - FM 3351**

Task		QC/ Senior	Sr PM	Engineer I, PE	Engineer in	Contract	Total Labor	Total Labor	Expenses	Total
		Project II	Hours	Hours	Hours	Training				
		Hours	Hours	Hours	Hours	Hours	Hours	Cost		Cost
		\$ 200.00	\$ 210.00	\$ 125.00	\$ 110.00	\$ 85.00				
90% Design - Water (Subtotals)		8	78	60	74	4	224	\$33,960.00	\$75.00	\$34,035.00
1.1	Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
1.2	FOR Coordination		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.3	Review survey, maps, as-builts		4	4			8	\$1,340.00	\$0.00	\$1,340.00
1.4	Easement Aquistion memo and Coordination		16	12			28	\$4,860.00	\$0.00	\$4,860.00
1.5	Walk Project		4	4			8	\$1,340.00	\$75.00	\$1,415.00
1.6	TxDOT Coordination		20				20	\$4,200.00	\$0.00	\$4,200.00
1.7	Plans Preparation		4	32	62		98	\$11,660.00	\$0.00	\$11,660.00
1.8	Prepare Expected Construction Cost		12		8		20	\$3,400.00	\$0.00	\$3,400.00
1.9	QA/QC	8	4				12	\$2,440.00	\$0.00	\$2,440.00
1.10	Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
100% Design - Water (Subtotals)		4	50	32	44	4	134	\$20,480.00	\$75.00	\$20,555.00
2.1	Project Administration		8	4		4	16	\$2,520.00	\$0.00	\$2,520.00
2.2	Project Walkthrough with FOR and Coordination		4	4			8	\$1,340.00	\$75.00	\$1,415.00
2.3	TxDOT Coordination		16				16	\$3,360.00	\$0.00	\$3,360.00
2.4	Plans Preparation		4	24	32		60	\$7,360.00	\$0.00	\$7,360.00
2.5	Revise Expected Construction Cost		8		8		16	\$2,560.00	\$0.00	\$2,560.00
2.6	QA/QC	4	4				8	\$1,640.00	\$0.00	\$1,640.00
2.7	Prepare Draft Bid Documents		4				4	\$840.00	\$0.00	\$840.00
2.8	Submittal to FOR (PDF)		2		4		6	\$860.00	\$0.00	\$860.00
Bid Phase (Subtotals)		0	14	18	8	2	42	\$6,240.00	\$75.00	\$6,315.00
3.1	Project Administration		2			2	4	\$590.00	\$0.00	\$590.00
3.2	Provide Bid Docs		2	4	8		14	\$1,800.00	\$0.00	\$1,800.00
3.3	Attend Pre-bid Conference		4	2			6	\$1,090.00	\$75.00	\$1,165.00
3.4	Prepare & Issue Addenda		2	4			6	\$920.00	\$0.00	\$920.00
3.5	Attend Bid Opening		2	2			4	\$670.00	\$0.00	\$670.00
3.6	Review FOR Portion of Bid Tab		1	4			5	\$710.00	\$0.00	\$710.00
3.7	Conformed Documents		1	2			3	\$460.00	\$0.00	\$460.00
Construction Phase (Subtotals)		0	38	38	16	4	96	\$14,830.00	\$450.00	\$15,280.00
4.1	Project Administration		8			4	12	\$2,020.00	\$0.00	\$2,020.00
4.2	Preconstruction Conference		4	4			8	\$1,340.00	\$0.00	\$1,340.00
4.3	Review Submittals		4	8	16		28	\$3,600.00	\$0.00	\$3,600.00
4.4	Monthly Construction Meetings (2 meetings)		4	4			8	\$1,340.00	\$150.00	\$1,490.00
4.5	Observe Construction (4 visits)		8	8			16	\$2,680.00	\$300.00	\$2,980.00
4.6	Prepare Monthly Observation Report		2	2			4	\$670.00	\$0.00	\$670.00
4.7	Review RFIs, RFPs, and Change Orders		4	8			12	\$1,840.00	\$0.00	\$1,840.00
4.8	Meet for Final Field Acceptance		4	4			8	\$1,340.00	\$0.00	\$1,340.00
Project Closeout - Water (Subtotals)		0	4	0	24	0	28	\$3,480.00	\$0.00	\$3,480.00
5.1	Prepare Water Plan of Record		2		16		18	\$2,180.00	\$0.00	\$2,180.00
5.2	Revise and Resubmit per Comments		2		8		10	\$1,300.00	\$0.00	\$1,300.00
Overall Project Total		12	184	148	166	14	524	\$78,990.00	\$675.00	\$79,665.00

Attachment “E”

Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Agreement (ROW–U–JUA)

☒ Utility Installation Review/Permit Number:
00002/20230815/11699/18001/UP

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 60.95 %

☒ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

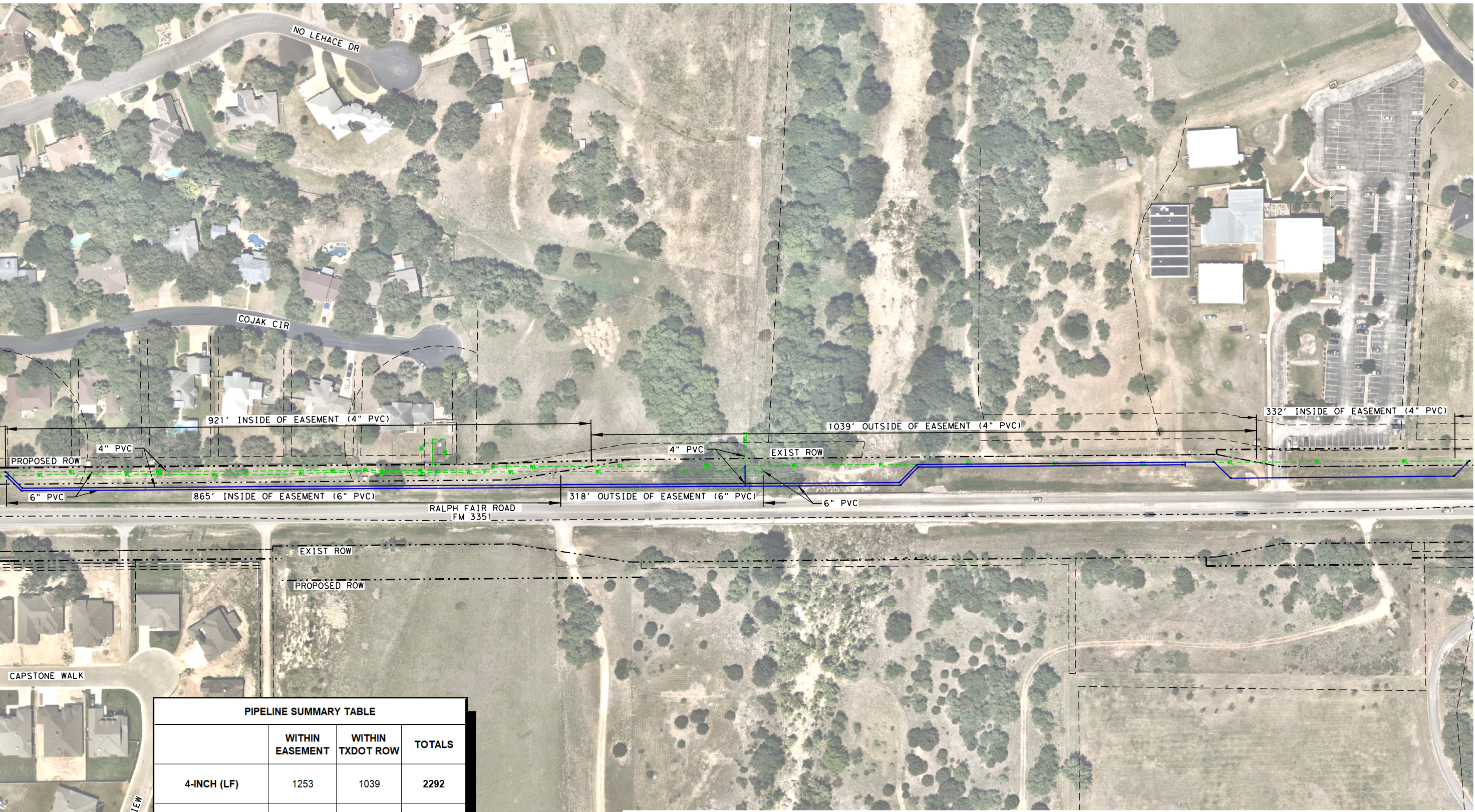
Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Eligibility Ratio Calculations

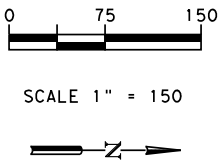
	In Easement (Eligible) Existing LF	In Public ROW (Ineligible) Existing LF	Total
4-in (LF)	1253	1039	2292
6-in (LF)	865	318	1183
Total	2118	1357	3475
ELIG. %	60.95%	39.05%	100%



PIPELINE SUMMARY TABLE			
	WITHIN EASEMENT	WITHIN TXDOT ROW	TOTALS
4-INCH (LF)	1253	1039	2292
6-INCH (LF)	865	318	1183
TOTALS	2118	1357	3475
PROJECT SUMMARY	61%	39%	100%



- LEGEND**
- WL — EXIST WATERLINE
 - PROP WATERLINE
 - - - - EXIST ROW
 - - - - PROP ROW



CITY OF FAIR OAKS RANCH FM 3351 WATER WELL LINE REPLACEMENT

WATER WELL LINE EASEMENT EXHIBIT VICINITY MAP



**K-FRIESE
+ ASSOCIATES**
PUBLIC PROJECT ENGINEERING

10001 Reunion Place
Suite 404
San Antonio, Texas 78216
P. 210.491.2391 F. 512.338.1784
TBPE Firm Number 6535
www.kfriesse.com

Attachment "G"

Betterment Calculation and Estimate

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

Elective betterment justification statement:

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-Affidavit

☐ 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

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COMAL

§

2
M

THAT RALPH E. FAIR, INC., a Delaware corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto FAIR OAKS RANCH HOMEOWNERS ASSOCIATION, INC., 7786 Dietz-Elkhorn Road, Fair Oaks Ranch, Texas 78015, the following described real property in Bexar County, Texas, to-wit:

That area designated as a "common area" in the following subdivisions:

1. Fair Oaks Ranch, Comal County, Unit C-3, as shown on plat recorded in Volume 12, page 101, Plat Records of Comal County, Texas.
2. Fair Oaks Ranch, Comal County, Unit C-4, as shown on plat recorded in Volume 11, page 355, Plat Records of Comal County, Texas.
3. Fair Oaks Ranch, Comal County, Unit C-5, as shown on plat recorded in Volume 12, page 226, Plat Records of Comal County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors, and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Grantee, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor.

This conveyance is made and accepted subject to the following:

- (1) There is hereby excepted and reserved unto the grantor, its successors and assigns, the right to use said common areas at any time for utility easements.
- (2) This conveyance is made and accepted subject to conditions, restrictions, reservations and easements of record as shown in the office of the County Clerk of Comal County, Texas, including gas pipeline easement in Comal County, Unit C-5.
- (3) This conveyance is further made and accepted subject to the following: Grantor excepts from this conveyance and reserves to itself, its successors and assigns, all of the oil, gas and mineral rights and estate in and under the land herein described and conveyed, together with the right

Doc# 9906022933

of access, ingress and egress thereto for the purposes of exploring and drilling for, developing, operating and producing the same, subject, however, to the following restriction hereby granted to grantee, their successors and assigns: That no exploration or drilling of oil, gas and other minerals, nor development, operation or production of oil, gas and other minerals shall be conducted on or upon the surface of the land herein described and conveyed or upon the surface of other land owned by grantor adjacent to and within 300 feet of the land herein described and conveyed except with the prior written consent of the owner or owners of any part of the land herein described and conveyed which is situated within 300 feet of the location upon which such explorations or drilling for or development, operation and production of oil, gas and other minerals is conducted.

(4) Grantor, its successors and assigns, retains rights of ingress and egress to the property herein conveyed for driveway crossing purposes, utilities and any other uses required for the development of the adjacent property as a residential subdivision area.

EXECUTED this 23 day of August, 1999.

RALPH E. FAIR, INC.

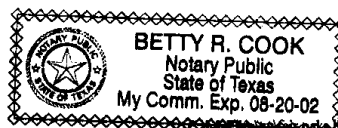
By: Robert J. Weiss, Jr.
Robert J. Weiss, Jr., President

(Corporate Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the 23 day of August, 1999, by Robert J. Weiss, Jr., President of RALPH E. FAIR, INC., a Delaware corporation, on behalf of said corporation.

Betty R. Cook
Notary Public, State of Texas



RETURN TO:

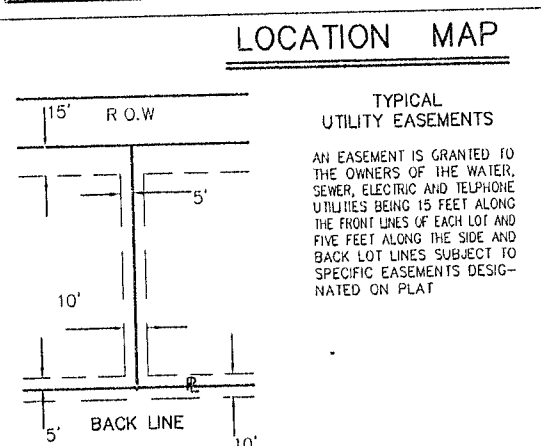
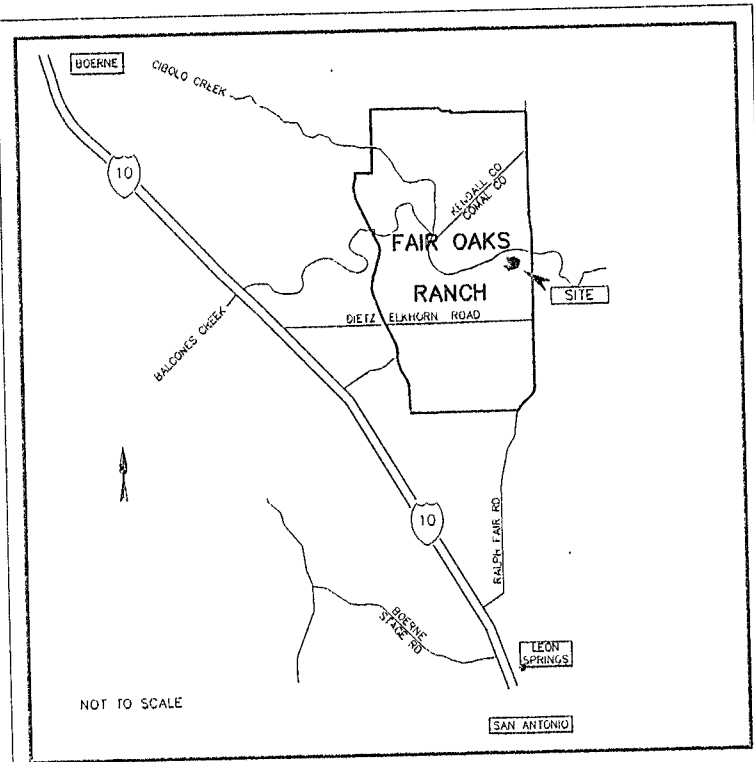
RICHARD R. BILLY
1020 N.E. LOOP #10, SUITE 610
SAN ANTONIO, TEXAS 78209

2

Doc# 9906022933
Pages 2
08/27/99 08:36:57 AM
Filed & Recorded in
Official Records of
COMAL COUNTY
JOY STREETER
COUNTY CLERK
Fees \$11.00

Doc# 9906022933

Book: 9552
Page: 81
Filed & Recorded
09/17/2001 09:42:34 AM
COUNTY CLERK
BEXAR COUNTY
RECORDING
RECORDS MANAGER
COURTHOUSE SEC 4
\$ 25.00
\$ 3.00
\$ 1.00



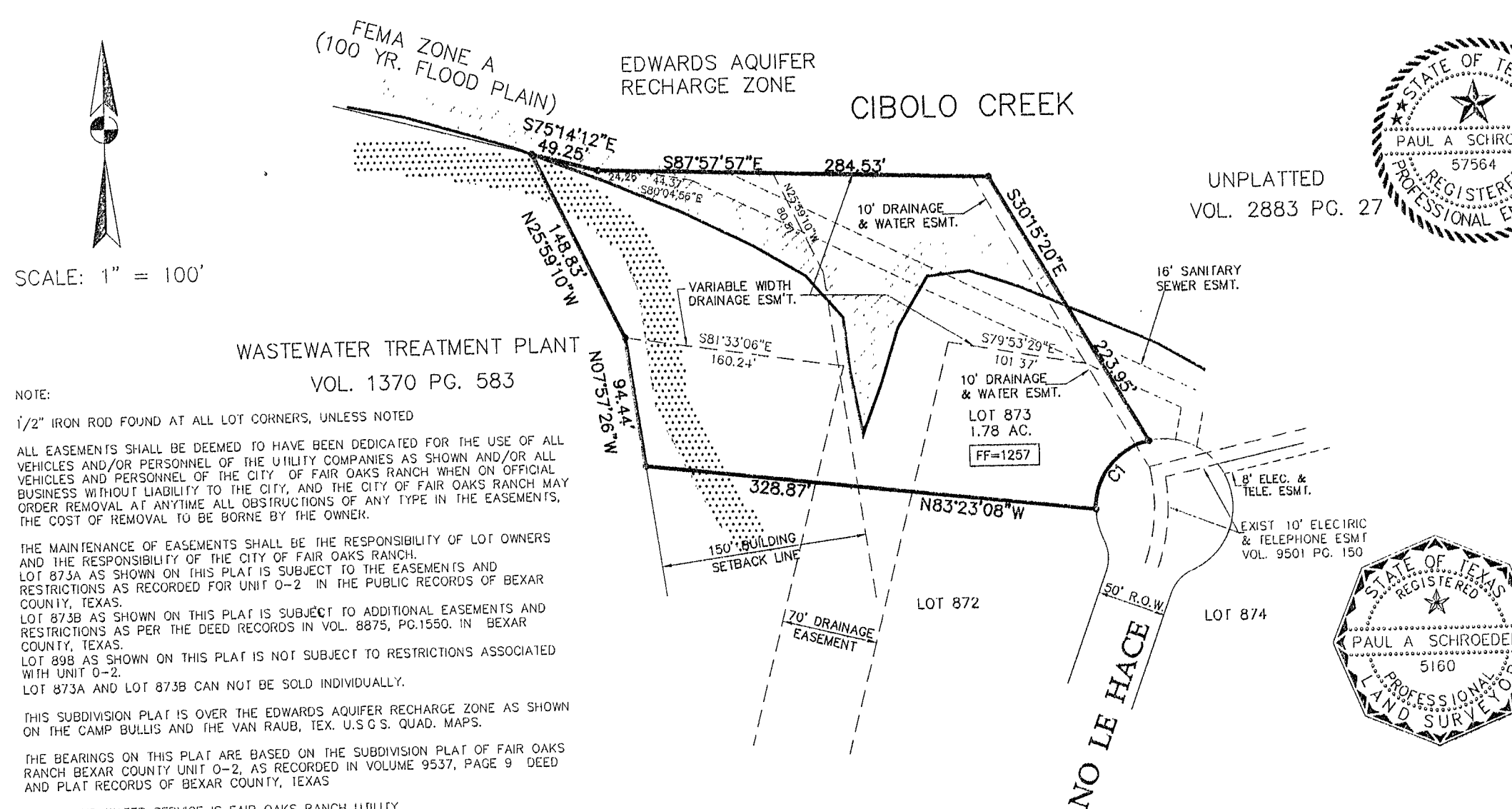
THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "SEWER EASEMENT", "OVERHEAD EASEMENT", "UTILITY EASEMENT", "ANCHOR EASEMENT" AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING, IMPROVING, PATROLLING AND ERECTING POLES, HANGING OR BURNING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSDUCERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER GRANTORS' ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE, OR HAVE REMOVED, ANY OBSTRUCTIONS TO SAID FACILITIES OR TO THE EASEMENT OR RIGHT-OF-WAY AREAS, AND THE RIGHT TO INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREIN. IT IS UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY OPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF OPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

CONCRETE UNDERWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.

ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE (5) FOOT WIDE EASEMENTS.

THIS PLAT DOES NOT AFFECT, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.



NOTE:
1/2" IRON ROD FOUND AT ALL LOT CORNERS, UNLESS NOTED

ALL EASEMENTS SHALL BE DEEMED TO HAVE BEEN DEDICATED FOR THE USE OF ALL VEHICLES AND/OR PERSONNEL OF THE UTILITY COMPANIES AS SHOWN AND/OR ALL VEHICLES AND/OR PERSONNEL OF THE CITY OF FAIR OAKS RANCH WHEN ON OFFICIAL BUSINESS WITHOUT LIABILITY TO THE CITY, AND THE CITY OF FAIR OAKS RANCH MAY ORDER REMOVAL AT ANYTIME ALL OBSTRUCTIONS OF ANY TYPE IN THE EASEMENTS, THE COST OF REMOVAL TO BE BORNE BY THE OWNER.

THE MAINTENANCE OF EASEMENTS SHALL BE THE RESPONSIBILITY OF LOT OWNERS AND THE RESPONSIBILITY OF THE CITY OF FAIR OAKS RANCH.

LOT 873A AS SHOWN ON THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS AS RECORDED FOR UNIT 0-2 IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

LOT 873B AS SHOWN ON THIS PLAT IS SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS AS PER THE DEED RECORDS IN VOL. 8875, PG. 1550. IN BEXAR COUNTY, TEXAS.

LOT 898 AS SHOWN ON THIS PLAT IS NOT SUBJECT TO RESTRICTIONS ASSOCIATED WITH UNIT 0-2.

LOT 873A AND LOT 873B CAN NOT BE SOLD INDIVIDUALLY.

THIS SUBDIVISION PLAT IS OVER THE EDWARDS AQUIFER RECHARGE ZONE AS SHOWN ON THE CAMP BULLIS AND THE VAN RAUB, TEX. U.S.G.S. QUAD. MAPS.

THE BEARINGS ON THIS PLAT ARE BASED ON THE SUBDIVISION PLAT OF FAIR OAKS RANCH BEXAR COUNTY UNIT 0-2, AS RECORDED IN VOLUME 9537, PAGE 9 DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

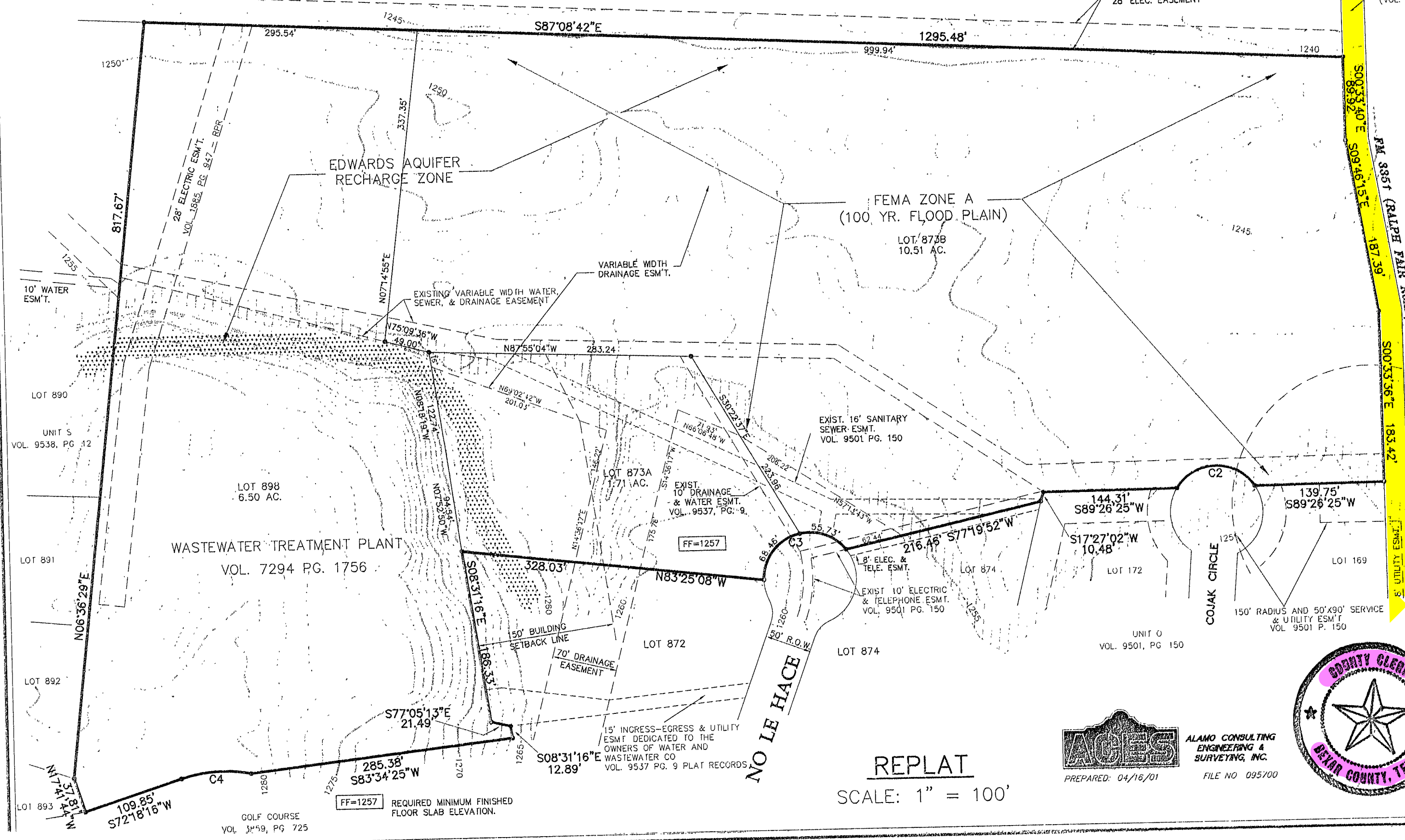
SEWER AND WATER SERVICE IS FAIR OAKS RANCH UTILITY.

THIS SUBDIVISION IS IN THE 100 YEAR FLOOD ZONE AS DESIGNATED BY F.E.M.A. BASED ON F.I.R.M. COMMUNITY-PANEL NUMBERS 48029C0085E AND 48029C0105E EFFECTIVE DATE FEBRUARY 16, 1996.

THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY, ALAMO CONSULTING ENGINEERING & SURVEYING, INC. DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPOGRAPHY.

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CURD	CRD BRG
C1	50.00'	68.46'	40.81'	78°26'37"	63.83	S39°03'16"W
C2	50.00'	99.78'	77.50'	114°20'40"	94.23	S89°26'25"W
C3	50.00'	124.19'	146.51'	142°11'51"	94.64	S70°51'57"W
C4	150.00'	76.42'	39.06'	29°11'26"	75.60	S86°53'59"W

HOA 46.84 AC.
VOL. 6348 PG. 727 R.P.R.



REPLAT
SCALE: 1" = 100'

ALAMO CONSULTING
ENGINEERING &
SURVEYING, INC.
PREPARED: 04/16/01
FILE NO. 095700



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

PAUL A. SCHROEDER
REGISTERED PROFESSIONAL ENGINEER #57564
140 HEIMER RD. SUITE 617
SAN ANTONIO, TEXAS 78232
828-0891

SWORN TO AND SUBSCRIBED BEFORE ME THIS 19 DAY OF SEPTEMBER A.D. 2001.

LARRY W. DOLLE
Notary Public, State of Texas
My Comm. Expires May 6, 2004

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PAUL A. SCHROEDER
REGISTERED PROFESSIONAL LAND SURVEYOR 5160
140 HEIMER RD. SUITE 617
SAN ANTONIO, TEXAS 78232
828-0691

SWORN TO AND SUBSCRIBED BEFORE ME THIS 19 DAY OF SEPTEMBER A.D. 2001.

LARRY W. DOLLE
Notary Public, State of Texas
My Comm. Expires May 6, 2004

VACATE AND SUBDIVISION PLAT ESTABLISHING LOT 873A, 873B AND LOT 898 FAIR OAKS RANCH BEXAR COUNTY UNIT 0-2

BEING: 18.72 ACRES OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, COUNTY BLOCK 4708, CITY OF FAIR OAKS RANCH, BEXAR COUNTY, TEXAS.

THIS REPLAT AND SUBDIVISION PLAT ESTABLISHING FAIR OAKS RANCH UNIT 0-2 BEXAR COUNTY HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL DATED THIS 20 DAY OF September, A.D. 2001.

By: *[Signature]* Mayor

STATE OF TEXAS By: *[Signature]* Secretary

COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HEREIN, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF SEPTEMBER A.D. 2001.

Larry W. Dolle
Notary Public, State of Texas
My Commission Expires MAY 06, 2004

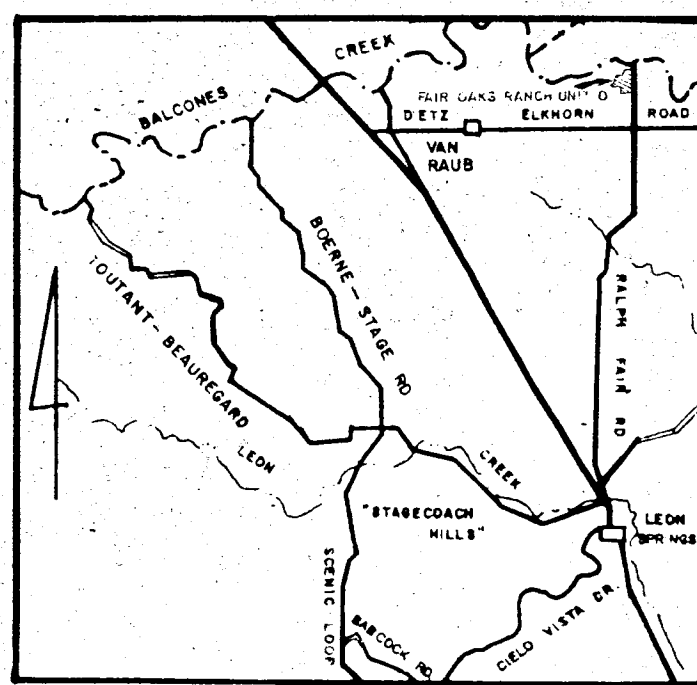
STATE OF TEXAS
COUNTY OF BEXAR

I, *[Signature]* COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 19th DAY OF September, A.D. 2001, AT 9:42 AM, AND DULY RECORDED THE 19th DAY OF September, A.D. 2001, AT 11:47 AM, IN THE RECORDS OF Deeds & Plats OF SAID COUNTY, IN BOOK VOLUME 9552 ON PAGE 81.

IN TESTIMONY WHEREOF, I WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 19th DAY OF September, A.D. 2001.

COUNTY CLERK, BEXAR COUNTY, TEXAS
By: *[Signature]* DEPUTY

578105



VICINITY MAP

NO.	RAD.	DELTA	TANG.	LENG.
1	25.00'	109°13'50"	5.20'	97.61'
2	75.00'	46°25'40"	32.11'	40.72'
3	150.00'	62°05'32"	33.09'	62.56'
4	50.00'	114°20'40"	77.50'	99.78'
5	25.00'	91°24'56"	25.63'	39.89'
6	1209.20'	06°47'40"	71.75'	143.35'
7	524.31'	02°13'55"	10.21'	20.41'
8	150.00'	82°54'31"	132.49'	217.05'
9	100.00'	82°54'31"	88.33'	144.70'
10	368.93'	23°00'30"	75.09'	148.15'
11	318.93'	23°00'30"	64.91'	128.07'
12	455.49'	34°40'30"	142.20'	275.66'
13	505.49'	34°40'30"	157.81'	305.92'
14	880.93'	10°40'46"	82.34'	164.20'
15	830.93'	10°40'46"	77.66'	154.88'
16	337.75'	36°19'58"	110.85'	214.18'
17	277.75'	36°19'58"	91.14'	176.13'
A	25.00'	110°27'02"	36.00'	48.19'
B	15.00'	70°47'25"	10.66'	18.53'
C	15.00'	109°12'35"	21.11'	28.59'
D	50.00'	300°00'00"	28.87'	261.80'

NOTE
IRON RODS SET AT ALL LOT CORNERS

- — 3'x3' ELEC. EASEMENT
- — 7'x7' ELEC. EASEMENT
- — 3'x3' TELE. EASEMENT

TYPICAL 7'x7' ELEC. EASEMENT
LOT OWNER TO PROVIDE TWO
1/2" JAMES IF FENCE IS INSTALLED
ON REAR PROPERTY LINE
ALLEY, STREET OR ACCESS EASEMENT

The City of San Antonio as a part of its electric and gas system (City Public Service Board) is hereby dedicating the easements and rights-of-way for electric and gas distribution and service facilities in the areas designated on this plat as "Electric Easement", "Gas Easement", "Anchor Easement", "Service Easement", "Overhang Easement", "Utility Easement", and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines or transformers, each with its necessary appurtenances; together with the right of ingress and egress over grantor's adjacent land, the right to relocate said facilities within said easement and right-of-way areas, and the right to remove from said lands all trees or parts thereof or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said easement areas.

Any CPS monetary loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.

R.O.W.

TYPICAL UTILITY EASEMENTS

AN EASEMENT IS GRANTED TO THE OWNERS OF THE WATER AND SEWER UTILITIES BEING 15 FEET ALONG THE FRONT LINES OF EACH LOT AND 6 FEET ALONG THE SIDE AND BACK LOT LINES, SUBJECT TO SPECIFIC EASEMENTS DESIGNATED ON PLAT.

CURVE DATA

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GOLF COURSE
HOLE # 13

PLATTED UNIT E

FAIR

OAKS

PLATTED

UNIT B



C. A. Bolner
& Associates, Inc.
CONSULTING ENGINEERS

SCALE: 1"=100'

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 12 DAY OF May
A.D. 19 83

NOTARY PUBLIC

STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

RALPH E. FAIR, INC.

PRES. ROBERT J. WEISS, JR.

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Robert J. Weiss, Jr., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 DAY OF April
A.D. 1983

NOTARY PUBLIC

SUBDIVISION PLAT
OF

FAIR OAKS RANCH

BEXAR COUNTY UNIT 0

BEING 20.077 ACRES OUT OF THE MARIA DE LA LUZ GUERRA SURVEY NO. 172, COUNTY BLOCK 4708, BEXAR COUNTY, TEXAS.

11 May 83
Robert J. Weiss, Jr.
R.J. Weiss, Jr. 5-12-83

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 12 DAY OF May
A.D. 1983

NOTARY PUBLIC

STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I, Robert J. Weiss, Jr. COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 12 DAY OF May

AD 1983 AT 10:30 A.M. AND DULY RECORDED THE 12 DAY OF MAY

AD 1983 AT 11:30 A.M. IN THE RECORDS OF Subdiv. Plats

OF SAID COUNTY, IN BOOK VOLUME 9501 ON PAGE 150

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 12 DAY OF MAY A.D. 1983

COUNTY CLERK, BEXAR COUNTY, TEXAS

VOL 9501

BY James J. Bolner 150

EXHIBIT A

County: Comal
 Highway: FM 3351
 Limits: At Cibolo Creek
 CCSJ No.: 3212-05-013
 RCSJ No.: 3212-05-017

December 2021
 Parcel P00060805.001
 Project ID: A00064127
 Page 1 of 4

Property Description for Parcel P00060805.001

Being a 0.0154 of an acre (669 square feet) parcel of land situated in the Maria de la Luz Guerra Survey Number 172, Abstract Number 173, Comal County, Texas and being out and part of the called Lot 1801 as shown on the plat of FAIR OAKS RANCH COMAL COUNTY UNIT 3 recorded April 3, 1997 in Volume 12, Page 101 of the Map and Plat Records of Comal County, Texas (M.P.R.C.C.T.) (Unit 3) also described in deed to Cibolo Creek Community Church of Fair Oaks Ranch, Inc. dated February 1, 2000 as recorded in Document Number 200006003772 of the Official Records of Comal County, Texas (O.R.C.C.T.) (existing parent tract acreage calculated as 8.9309 acres), being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found on the east right-of-way line of Saratoga Lane (a 50 foot wide right-of-way) as recorded in said plat, for the northwest corner of the called Lot 1802 of said plat described in deed to Austin Rentz executed September 24, 2018 as recorded in Document Number 201806038243 of the Official Public Records of Comal County, Texas and for the southwest corner of Lot 1819 as shown on the plat of FAIR OAKS RANCH COMAL COUNTY UNIT 4 recorded March 21, 1996 in Volume 11, Page 355 M.P.R.C.C.T.;

With said east right-of-way line of Saratoga Lane and a curve to the right, having a radius of 475.00 feet, a central angle of 17°16'22", a chord which bears South 32°31'49" West a distance of 142.65 feet and an arc distance of 143.20 feet to the northwest corner of said Lot 1801 and the southwest corner of said Lot 1802;

Departing said east right-of-way line of Saratoga Lane with the common line of said Lot 1801 and said Lot 1802, South 53°06'37" East a distance of 98.51 feet to an angle point;

Continuing with said common line, South 86°47'39" East a distance of 483.16 feet to a 1/2 inch iron rod with aluminum TXDOT ROW cap set at Station 277+60.47, 88.36 feet left of the Farm to Market 3351 (FM 3351) Baseline in the proposed west right-of-way line of FM 3351 (a variable width right-of-way) for the POINT OF BEGINNING (N: 13,821,474.56, E: 2,088,283.86) being the northwest corner of the herein described parcel of land;

1. THENCE, continuing with said common line, South 86°47'39" East a distance of 3.32 feet to the west line of a Common Area shown on said Unit 3 plat for the southeast corner of said Lot 1802, also being the northeast corner of said Lot 1801 and the herein described parcel of land, from which a 1/2 inch iron rod found bears South 86°47'39" East a distance of 0.70 feet;
2. THENCE, departing said common line with the common line of said Lot 1801 and said Common Area, South 00°29'49" East a distance of 194.37 feet to a calculated point for an angle point of the herein described parcel of land;

EXHIBIT A

County: Comal
Highway: FM 3351
Limits: At Cibolo Creek
CCSJ No.: 3212-05-013
RCSJ No.: 3212-05-017

December 2021
Parcel P00060805.001
Project ID: A00064127
Page 2 of 4

3. THENCE, continuing with the common line of said Lot 1801 and said Common Area, South $10^{\circ}48'42''$ West a distance of 16.76 feet to a 1/2 inch iron rod with aluminum TXDOT ROW cap set in said proposed west right-of-way line of FM 3351 for the south corner of the herein described parcel of land;
4. THENCE, departing said west line of the Common Area with said proposed west right-of-way line of FM 3351, over and across said Lot 1801, North $00^{\circ}30'17''$ West a distance of 211.02 feet to the POINT OF BEGINNING and containing 0.0154 of an acre (669 square feet) of land.

NOTE: All bearings shown herein are referenced to the Texas Coordinate System of 1983, South Central Zone (NAD83, 2011 Adjustment) based on TxDOT GPS VRS Network observations. All coordinates and distances are in U.S. Survey Feet displayed in surface values and may be converted to grid by applying the TxDOT combined scale factor for Bexar County of 1.00017. The project was surveyed on-the-ground in December 2021.


This property description was prepared in conjunction with a parcel plat of even date.

This survey was prepared without the benefit of a commitment for Title Insurance.

** The monument described and set may be replaced with a TxDOT Type II right-of-way marker upon completion of the construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

I, Jibrael Ahmad, a Registered Professional Land Surveyor, do hereby certify that the property description hereon and the accompanying parcel plat of even date represent an actual on-the-ground survey made by me or under my supervision.



Jibrael K. Ahmad
Registered Professional Land Surveyor
Texas Registration Number 6183



Prepared by: Jones | Carter
4350 Lockhill-Selma Road, Suite 100
San Antonio, TX 78249
210.494.5511
TBPELS Firm Registration Number 10046105

LEGEND:

(1) PARCEL NUMBER FOR
R.O.W. ACQUISITION
 P.R. PROPERTY LINE
 R.O.W. RIGHT-OF-WAY
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 N.T.S. NOT TO SCALE
 D.R.C.C.T. DEED RECORDS
 COMAL COUNTY, TEXAS
 O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
 COMAL COUNTY, TEXAS
 M.P.R.C.C.T. MAP AND PLAT RECORDS
 COMAL COUNTY, TEXAS
 O.R.C.C.T. OFFICIAL RECORDS
 COMAL COUNTY, TEXAS

□ FOUND TXDOT TYPE I MONUMENT,
CONCRETE POST
 ■ FOUND TXDOT TYPE II MONUMENT, DISC IN
CONCRETE
 ● FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
 ● FOUND IRON ROD (1/2" UNLESS NOTED)
 ● FOUND IRON PIPE (1/2" UNLESS NOTED)
 △ CALCULATED POINT, NOT SET
 ⊗ MAGNAIL WITH SHINER
 ○ 1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP
 ◇ UNABLE TO SET AT THIS TIME, ACCESS DENIED
 - - - - - PROPOSED R.O.W.
 ——— EXISTING R.O.W.

NOT TO SCALE

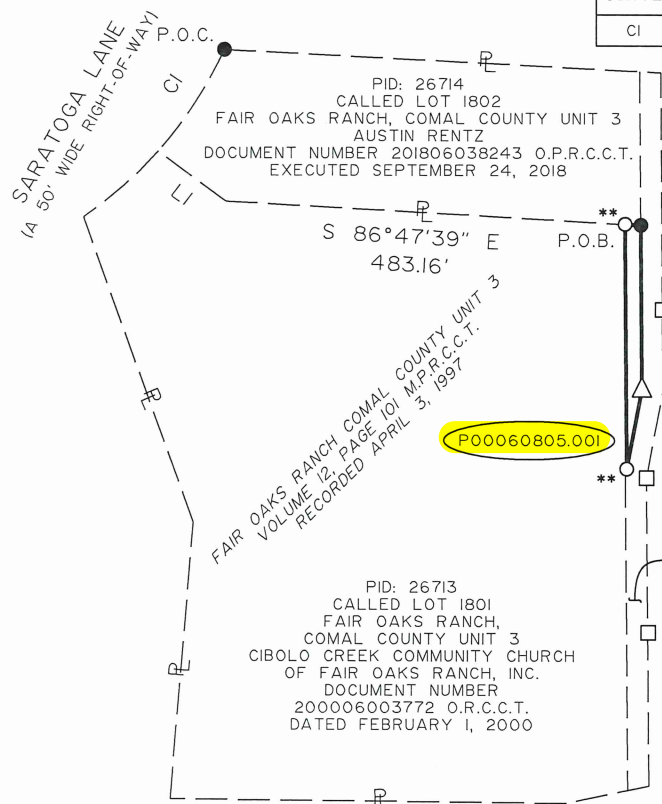
CURVE TABLE

CURVE	DELTA	RT/LT	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
CI	17°16'22"	RT	475.00'	143.20'	S 32°31'49" W	142.65'

LINE TABLE

LINE	BEARING	DISTANCE
LI	S 53°06'37" E	98.51'

MARIA DE LA LUZ GUERRA
SURVEY NUMBER 172
ABSTRACT NUMBER 173



I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION.

JIBRAEL K. AHMAD, R.P.L.S. NO. 6183

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD83, 2011 ADJUSTMENT).
- ALL COORDINATES AND DISTANCES ARE IN US SURVEY FEET DISPLAYED IN SURFACE VALUES WITH THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00017.
- BEARINGS ARE REFERENCED TO THE TXDOT VRS NETWORK.
- XX THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
- FIELD SURVEYING WAS PERFORMED IN DECEMBER 2021.
- PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE.

DATE	BY	REVISIONS
EXISTING ACREAGE (CALCULATED)	TAKING AREA (ACRES / SQ. FT.)	REMAINING ACRES
8.9282	0.0154 / 669	8.9128

**JONES CARTER**

4350 Lockhill Selma Road, Suite 100 • San Antonio, Texas 78249 • 210.494.5511
Texas Board of Professional Engineers and Land Surveyors Registration No. 10046105

POZNECKI
CAMARILLO

(210) 349-3273
(210) 349-4395 (FAX)

5835 CALLAGHAN RD. SUITE 200
SAN ANTONIO, TEXAS, 78228

TBPE REG. NO. F-483
<http://www.pozcom.com/>

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Texas Department of Transportation

PARCEL PLAT SHOWING
PARCEL P00060805.001
FARM TO MARKET 3351
COMAL COUNTY, TEXAS
C.C.S.J. No.: 3212-05-011 R.C.S.J. No.: 3212-05-017

DATE: DECEMBER 2021 PAGE 3 OF 4 NOT TO SCALE

MARIA DE LA LUZ GUERRA
SURVEY NUMBER 172
ABSTRACT NUMBER 173

PID: 26713
CALLED LOT 1801
FAIR OAKS RANCH, COMAL COUNTY UNIT 3
CIBOLO CREEK COMMUNITY CHURCH OF FAIR OAKS RANCH, INC.
DOCUMENT NUMBER 200006003772 O.R.C.C.T.
DATED FEBRUARY 1, 2000

SARATOGA LANE
(A 50' WIDE RIGHT-OF-WAY)
VOLUME II, PAGE 355 M.P.R.C.C.T.

P.O.C.
PARCEL
P00060805.001
LOT 1819

FAIR OAKS RANCH, COMAL COUNTY UNIT 4
VOLUME II, PAGE 355 M.P.R.C.C.T.
RECORDED MARCH 21, 1996

P00060805.001

0.0154 OF AN ACRE
(669 Sq. Ft.)

PARCEL P00060805.001

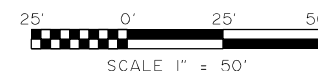
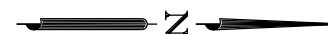
N: 13,821,474.56
E: 2,088,283.86
STA. 277+60.47,
88.36' LT

PROPOSED R.O.W.

S 00°29'49" E 194.37'

CALLLED 25' COMMON AREA
FAIR OAKS RANCH HOMEOWNERS ASSOCIATION, INC.
DOCUMENT NO. 9906022933 O.R.C.C.T.
EXECUTED AUGUST 23, 1999

STA. 277+60.25, 85.04' LT
BEARS S 86°47'39" E, 0.70'



FARM TO MARKET 3351
(RALPH FAIR ROAD)
(A VARIABLE WIDTH R.O.W.)

VOLUME 667, PAGE 406 O.R.C.C.T.
VOLUME 673, PAGE 699 O.R.C.C.T.
VOLUME 673, PAGE 704 O.R.C.C.T.
VOLUME 673, PAGE 710 O.R.C.C.T.

DATE	BY	REVISIONS
EXISTING ACREAGE (CALCULATED)	TAKING AREA (ACRES / SQ. FT.)	REMAINING ACRES LT
8.9282	0.0154 / 669	8.9128



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Texas Department of Transportation

PARCEL PLAT SHOWING

PARCEL P00060805.001

FARM TO MARKET 3351

COMAL COUNTY, TEXAS

C.C.S.J. No.: 3212-05-013 R.C.S.J. No.: 3212-05-017

DATE: DECEMBER 2021 PAGE 4 OF 4 SCALE 1" = 50'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 53°06'37" E	98.51'
L2	S 86°47'39" E	3.32'
L3	S 10°48'42" W	16.76'

LEGEND:

- ① PARCEL NUMBER FOR
R.O.W. ACQUISITION
- ℙ PROPERTY LINE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- D.R.C.C.T. COMAL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
- COMAL COUNTY, TEXAS
- M.P.R.C.C.T. MAP AND PLAT RECORDS
- COMAL COUNTY, TEXAS
- O.R.C.C.T. OFFICIAL RECORDS
- COMAL COUNTY, TEXAS

PID: 26714
CALLED LOT 1802
FAIR OAKS RANCH, COMAL COUNTY UNIT 3
AUSTIN RENTZ
DOCUMENT NUMBER 201806038243 O.P.R.C.C.T.
EXECUTED SEPTEMBER 24, 2018

CURVE TABLE

CURVE	DELTA	RT/LT	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
CI	17°16'22"	RT	475.00'	143.20'	S 32°31'49" W	142.65'

- FOUND TxDOT TYPE I MONUMENT,
CONCRETE POST
- FOUND TxDOT TYPE II MONUMENT, DISC IN
CONCRETE
- FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- ⊙ MAGNAIL WITH SHINER
- 1/2" IRON ROD SET W/ TxDOT ALUMINUM CAP
- PROPOSED R.O.W.
- EXISTING R.O.W.