

#### STANDARD UTILITY AGREEMENT

U Number: N/A Utility ID: U00017757

District: Dallas County: Denton Federal Project No.: NH 2020(576) Highway: IH35 ROW CSJ: 0195-02-079 From: US77

Highway Project Letting Date: Jan. 2024 To: Cooke County Line

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and The City of Sanger Electric, ("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: The City of Sanger Electric Department will relocate approximately 25,500 circuit feet of electrict power distribution facilities that are in conflict with TxDOT construction from approximately STA 2542+20 to STA 2822+00; 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 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

Initial	Date	Initial	Date
	TxDOT	Utility	/

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 Initial Date TxDOT 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.

Initial	Date	Initial	Date
	TxDOT	Utilit	:y

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

Name of Utility  Director of TP&D (or designee), Dallas District  THE STATE OF TEXAS  John C. Noblitt  Print or Type Name  Title: City Manager  Title: City Manager  Director of TP&D (or designee), Dallas District  THE STATE OF TEXAS  Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.	UTILIT	(	EXECUTION RECOMMENDED:
By:    Authorized Signature   THE STATE OF TEXAS     John C. Noblitt   Print or Type Name   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.    Date:   District Engineer (or designee)   District Engineer (or designeer	Utility:		
Authorized Signature  John C. Noblitt  Print or Type Name  Title: City Manager  City Manager  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)		Name of July	Director of TP&D (or designee), Dallas District
John C. Noblitt  Print or Type Name  Title: City Manager  City Manager  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)	Ву:		
John C. Noblitt  Print or Type Name  Title: City Manager  City Manager  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)		Authorized Signature	
Print or Type Name  Title: City Manager  City Manager  City Manager  Date:  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)		John C. Nighlitt	THE STATE OF TEXAS
Title: City Manager orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.  By: District Engineer (or designee)			Transportation Commission for the purpose
By:  District Engineer (or designee)	Title:	City Manager	orders, established policies or work programs heretofore approved and authorized by the
District Engineer (or designee)	Date:		
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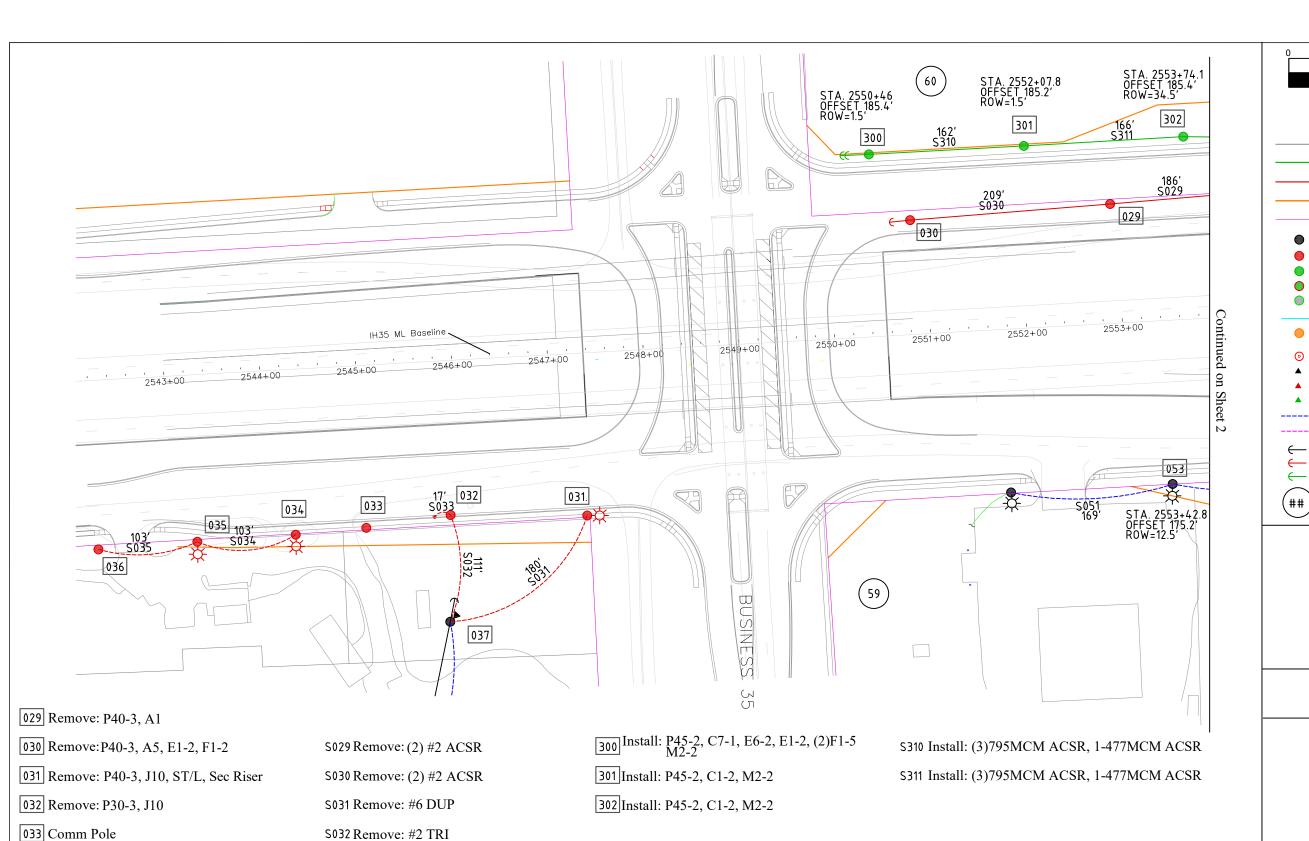
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	TxDOT	Utilit	у

# Attachment "A" Plans, Specifications, and Estimated Costs

Preference Provision requirements must be indicated with an asterisk (*).
Currently, <b>we do not have</b> 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 Minimus 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	— Utility	Date



034 Remove: P30-3, J10, S/L

035 Remove: P30-3, J10, S/L

053 Existing: P40-3, (2)J10, S/L

036 Remove: P30-3, J10

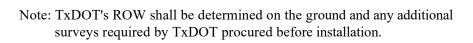
037 Remove: J10

S033 Remove: #2 TRI

\$034 Remove: #6 DUP

S035 Remove: #6 DUP

S051 Existing: #2 TRI





6 / 5 / 23

1:100

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RAS

**LEGEND** 

EXISTING POLE
REMOVE EXISTING POLE
PROPOSED POLE

**COSERV LINE** 

EXISTING ELECTRIC LINE
PROPOSED ELECTRIC LINE
REMOVE EXISTING LINE
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY

CHANGE OUT EXISTING POLE PROPOSED SELF SUPPORTING POLE

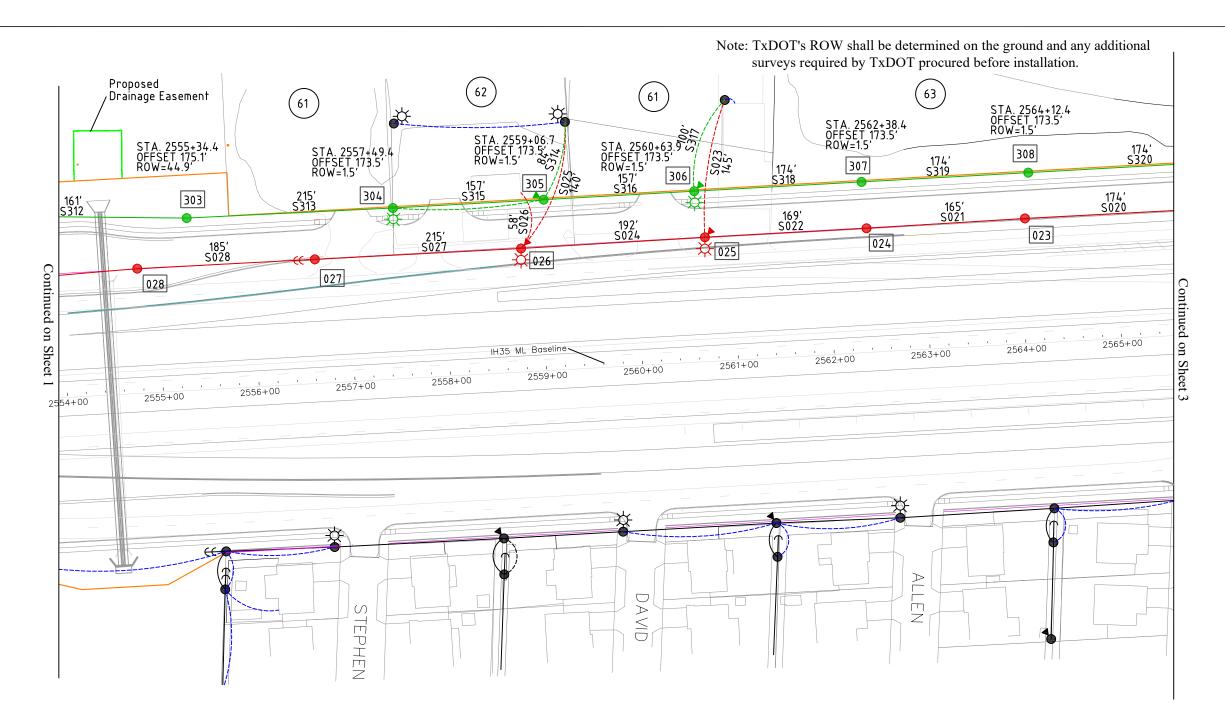
COSERV EXISTING POLE

COSERV PROPOSED POLE

**EXISTING TRANSFORMER** 

PROPOSED TRANSFORMER

REMOVE EXISTING TRANSFORMER



028 Remove: P40-3, A1

027 Remove: SP40-3, A5, C7-1, E6-2, E1-2 (2)F1-2, M5-10

Q26 Remove: SP40-3, C1-2, (2)J10, ST/L G9, T25

025 Remove: SP40-3, C1-2, G9, T25, J10, ST/L

024 Remove: SP40-3, C1-2 023 Remove: SP40-3, C1-2 \$028 Remove: (2) #2 ACSR

S027 Remove: (4) 477MCM ACSR

S026 Remove: #2 TRI

S025 Remove: 1/0 TRI

\$024 Remove: (4) 477MCM ACSR

S023Remove: 1/0 TRI

S022 Remove: (4) 477MCM ACSR

S021 Remove: (4) 477MCM ACSR

S020 Remove: (4) 477MCM ACSR

303 Install: P45-2, C1-2, M2-2

304 Install: P45-2, C1-2, K14, S/L, M2-2

306 Install: P45-2, C1-2, G9, T25, K14, M2-1

307 Install: P45-2, C1-2, M2-2

308 Install: P45-2, C1-2, M2-2

S312 Install: (3)795MCM ACSR, 1-477MCM ACSR

S313 Install: (3)795MCM ACSR, 1-477MCM ACSR

305 Install: P45-2, C1-2, G9, T25, K14, M2-1, M2-2 S314 Install: 1/0 TRI

S315 Install: (3)795MCM ACSR, 1-477MCM ACSR

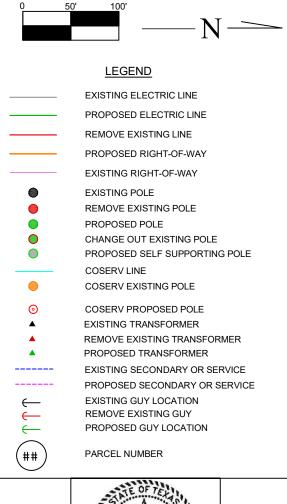
S316 Install: (3)795MCM ACSR, 1-477MCM ACSR

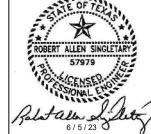
S317 Install: 1/0 TRI

S318 Install: (3)795MCM ACSR, 1-477MCM ACSR

S319 Install: (3)795MCM ACSR, 1-477MCM ACSR

S320 Install: (3)795MCM ACSR, 1-477MCM ACSR



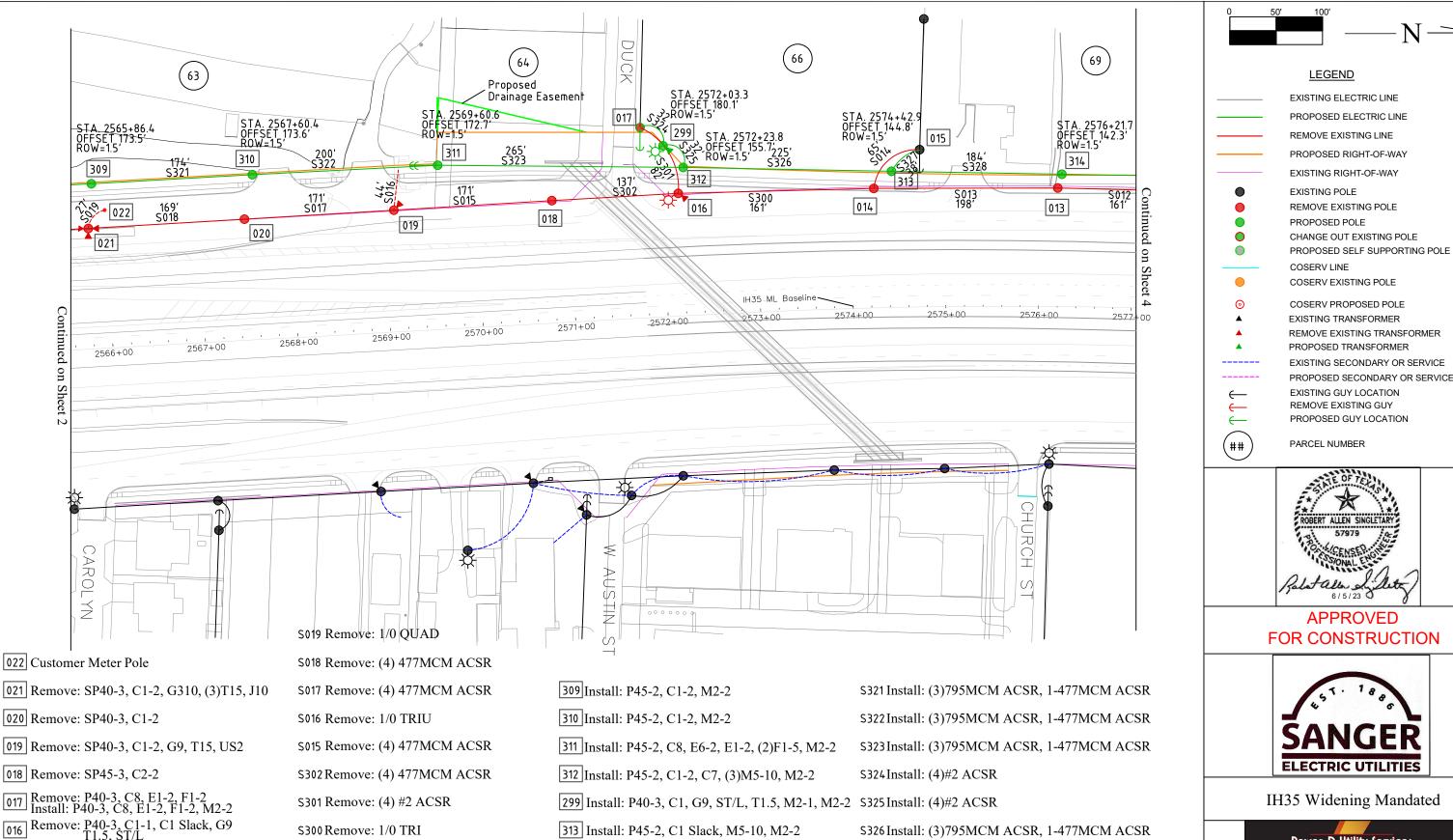


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#### IH35 Widening Mandated





| 314 | Install: P45-2, C1-2, M2-2

S327Install: (4)#2 ACSR

S328Install: (3)795MCM ACSR, 1-477MCM ACSR

Note: TxDOT's ROW shall be determined on the ground and any additional

surveys required by TxDOT procured before installation.

015 Existing P40-3

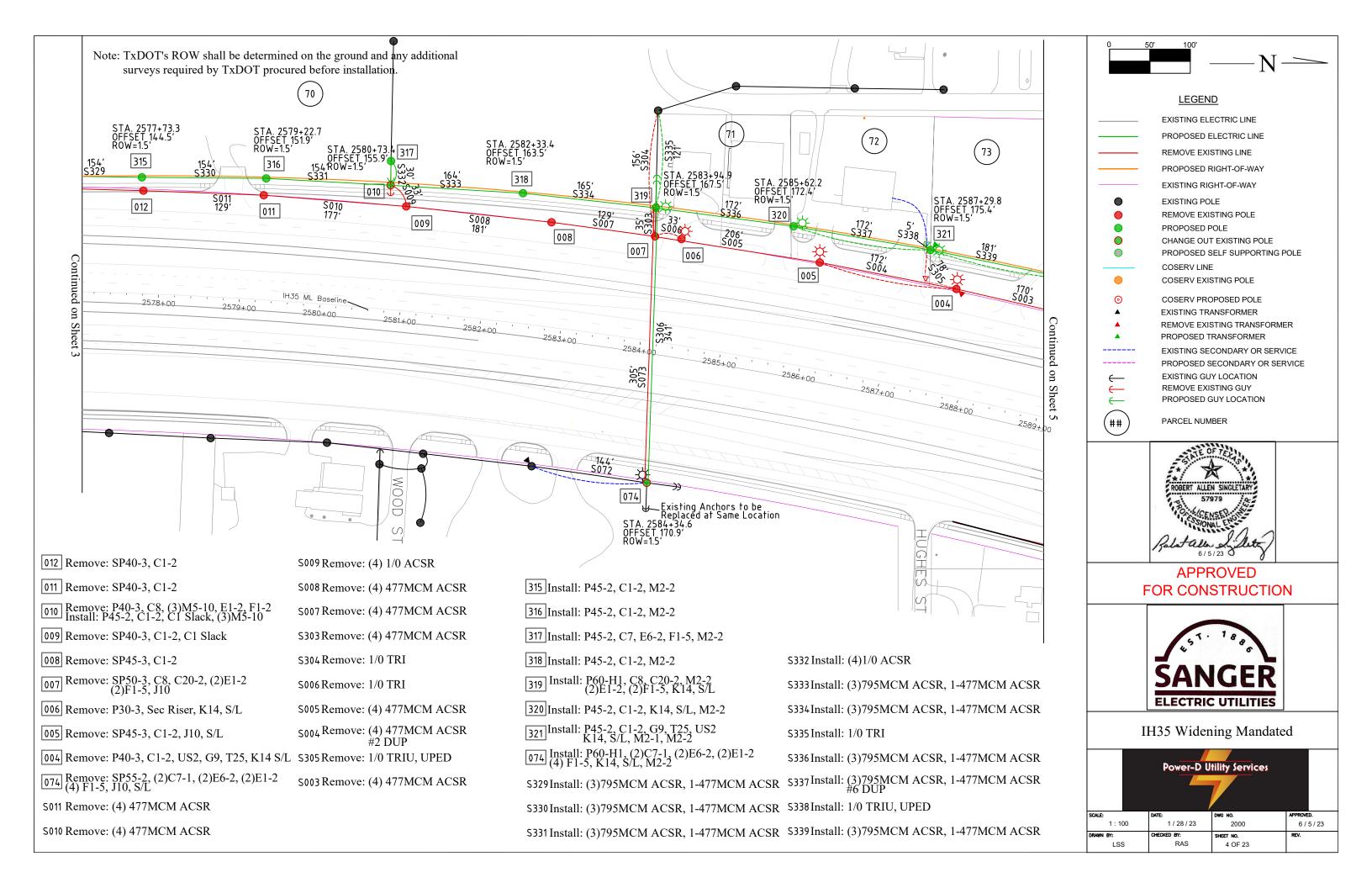
014 Remove: SP40-3, C2-2, C1 Slack

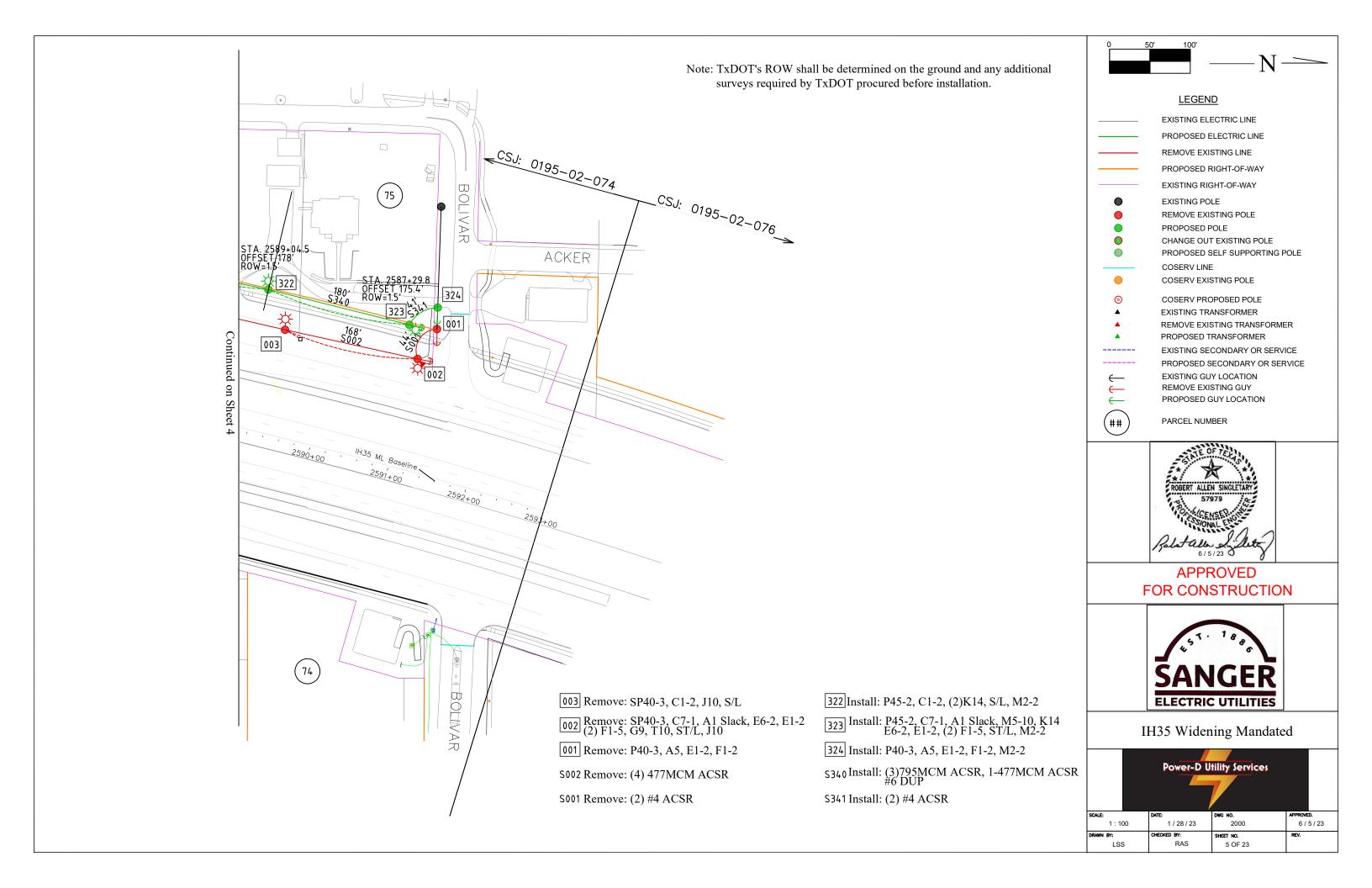
013 Remove: SP40-3, C1-2

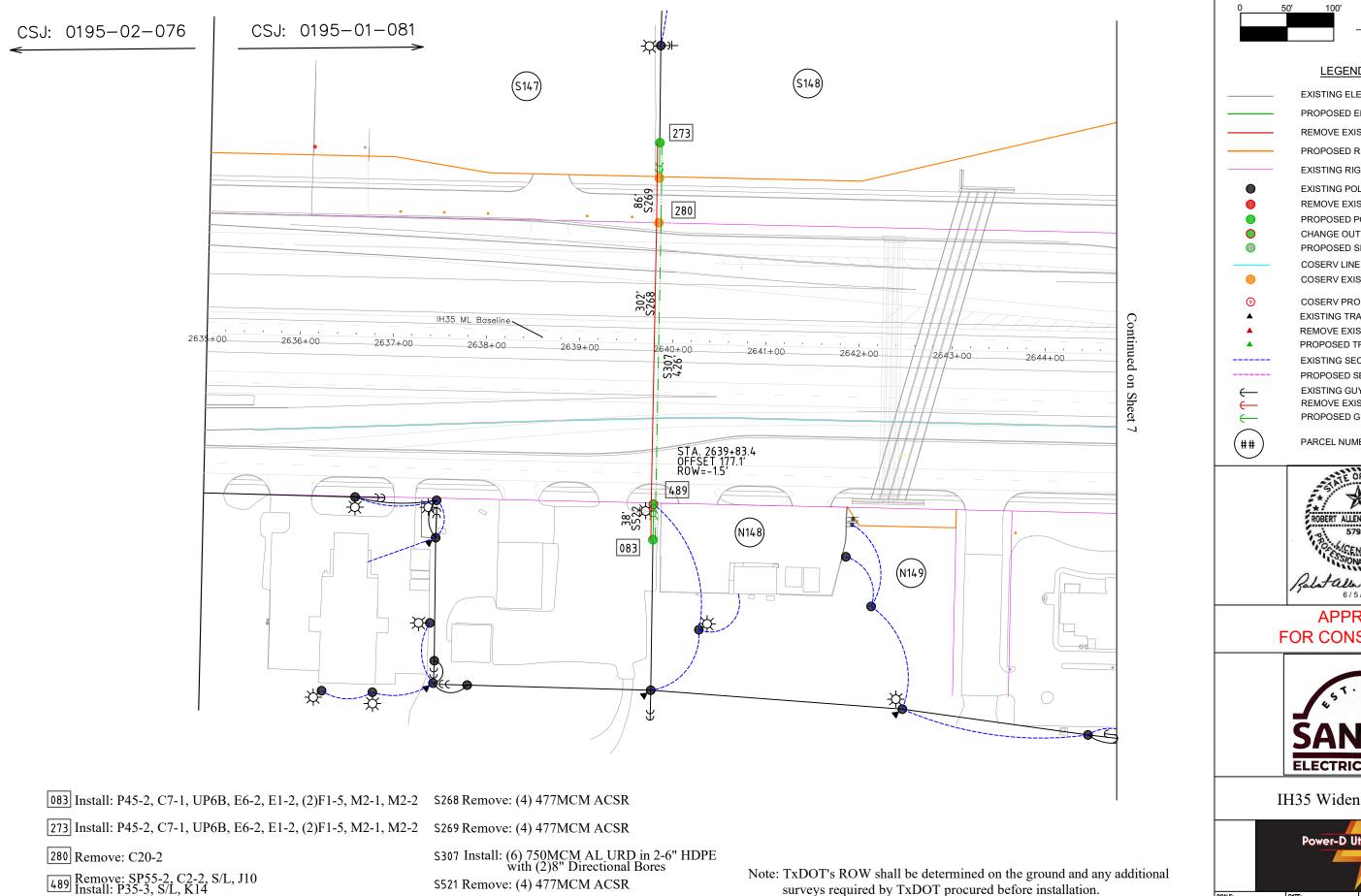
S014 Remove: (4) #2 ACSR

S013 Remove: (4) 477MCM ACSR

S012 Remove: (4) 477MCM ACSR

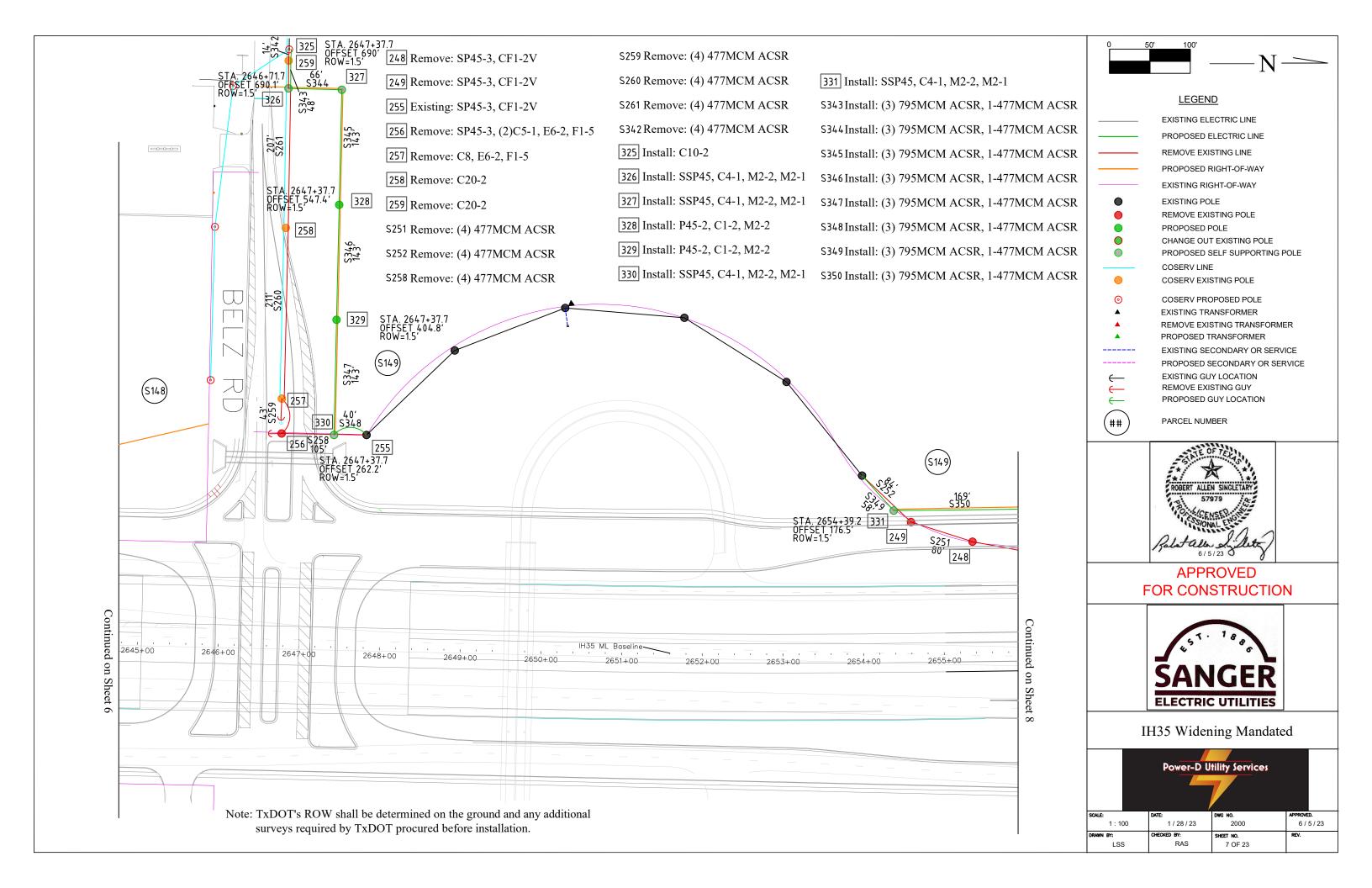


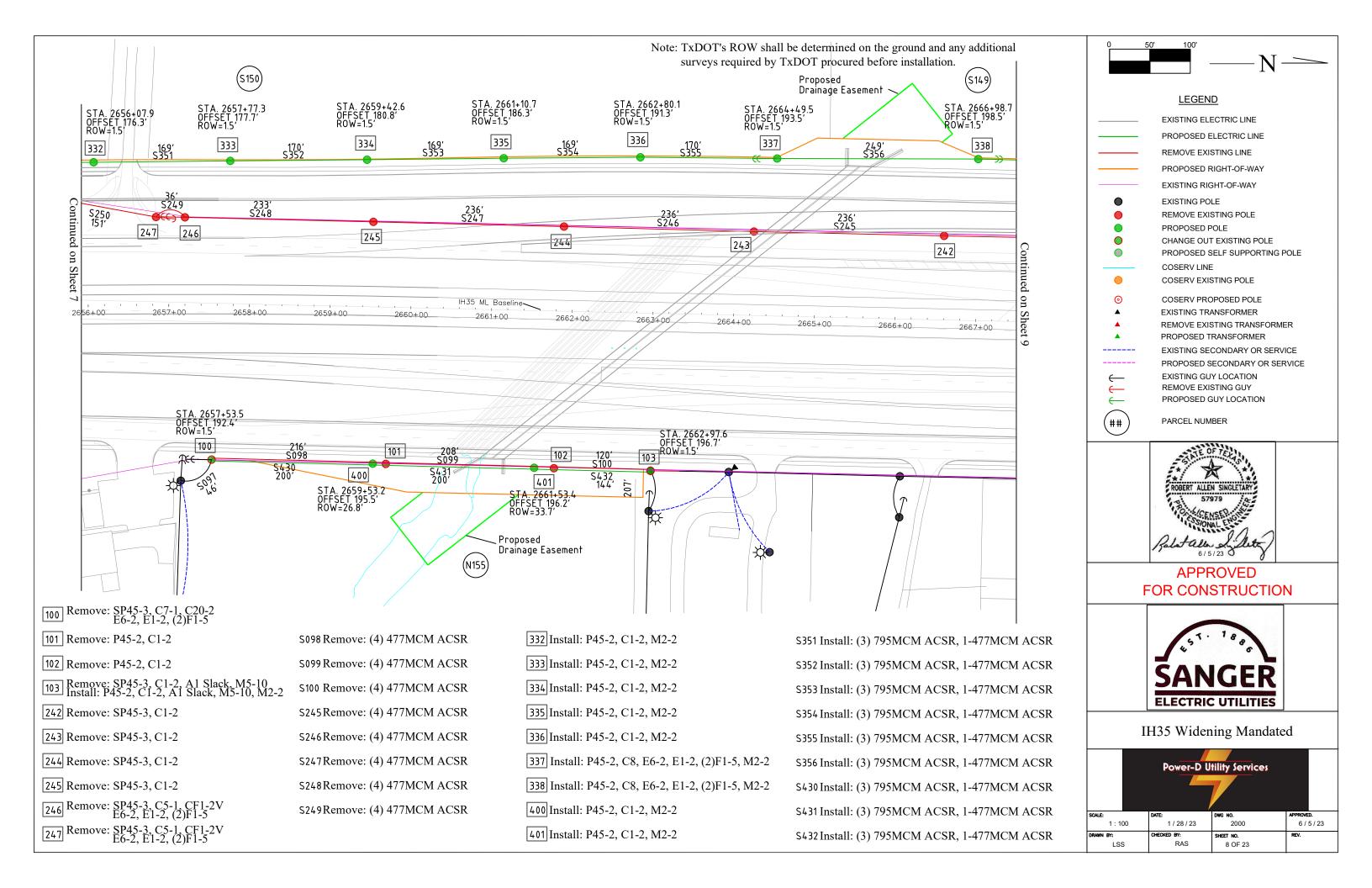


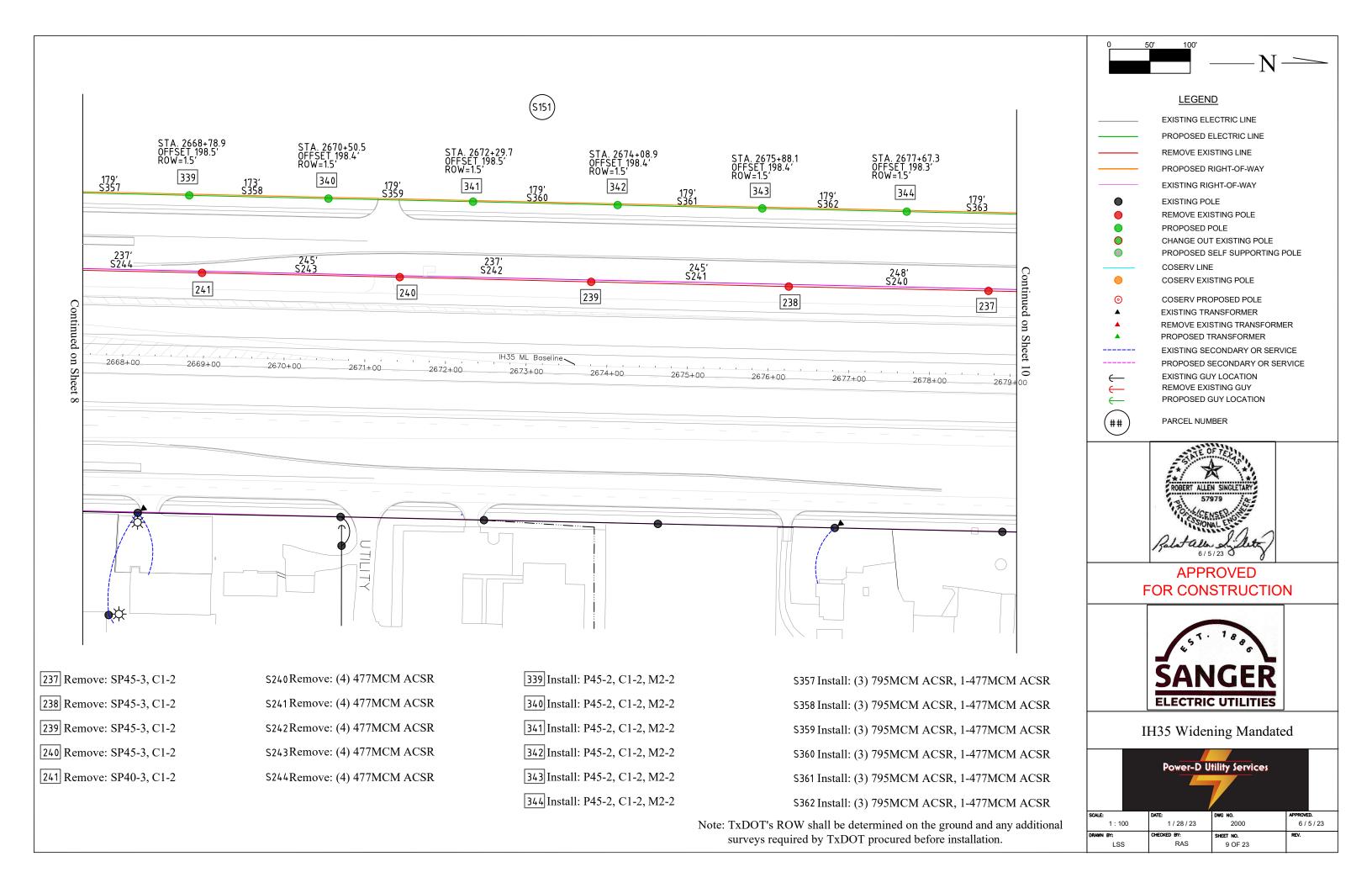


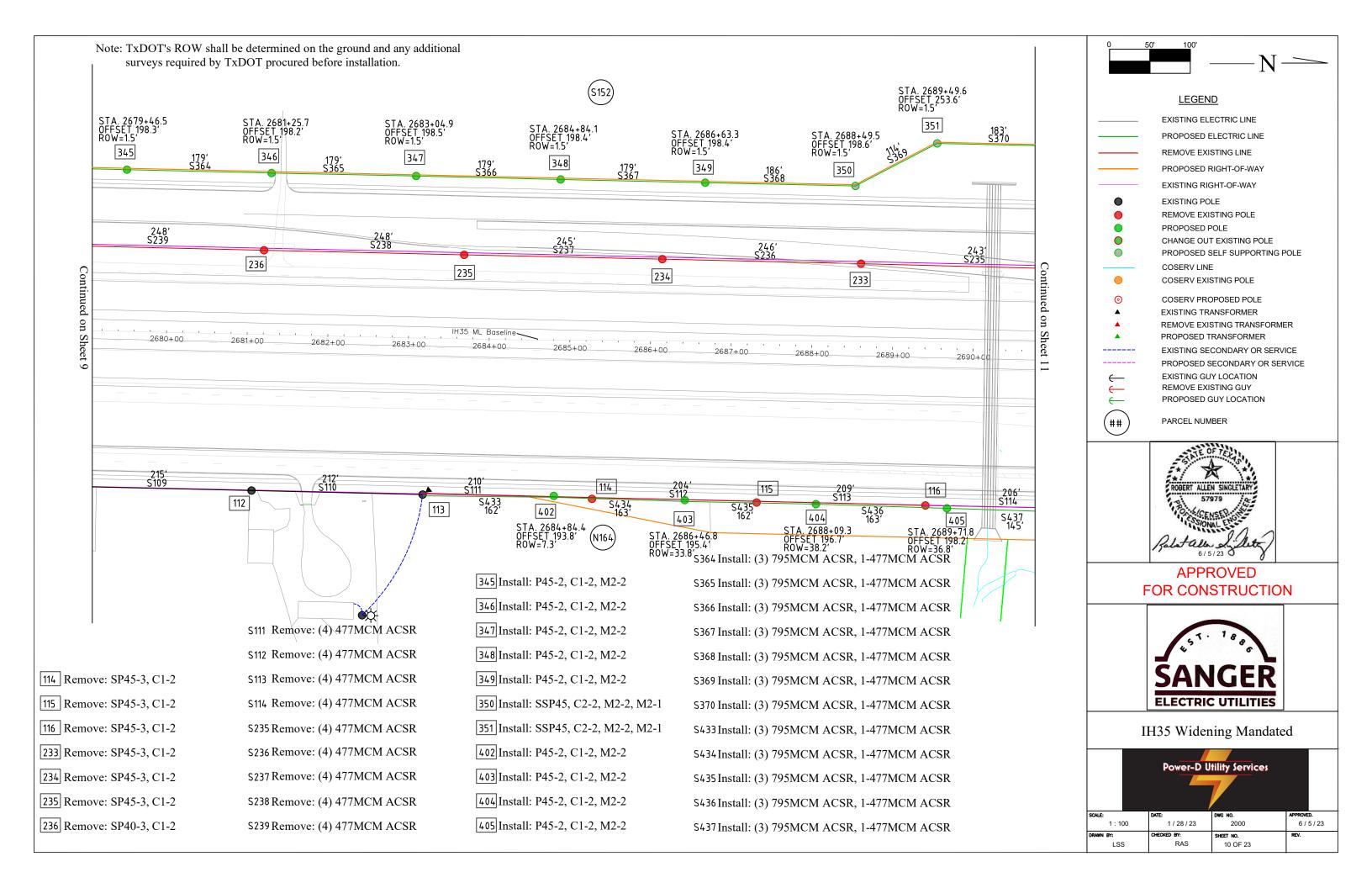
**LEGEND** EXISTING ELECTRIC LINE PROPOSED ELECTRIC LINE REMOVE EXISTING LINE PROPOSED RIGHT-OF-WAY **EXISTING RIGHT-OF-WAY** EXISTING POLE REMOVE EXISTING POLE PROPOSED POLE CHANGE OUT EXISTING POLE PROPOSED SELF SUPPORTING POLE COSERV LINE COSERV EXISTING POLE COSERV PROPOSED POLE EXISTING TRANSFORMER REMOVE EXISTING TRANSFORMER PROPOSED TRANSFORMER EXISTING SECONDARY OR SERVICE PROPOSED SECONDARY OR SERVICE **EXISTING GUY LOCATION** REMOVE EXISTING GUY PROPOSED GUY LOCATION PARCEL NUMBER **APPROVED** FOR CONSTRUCTION **ELECTRIC UTILITIES** IH35 Widening Mandated

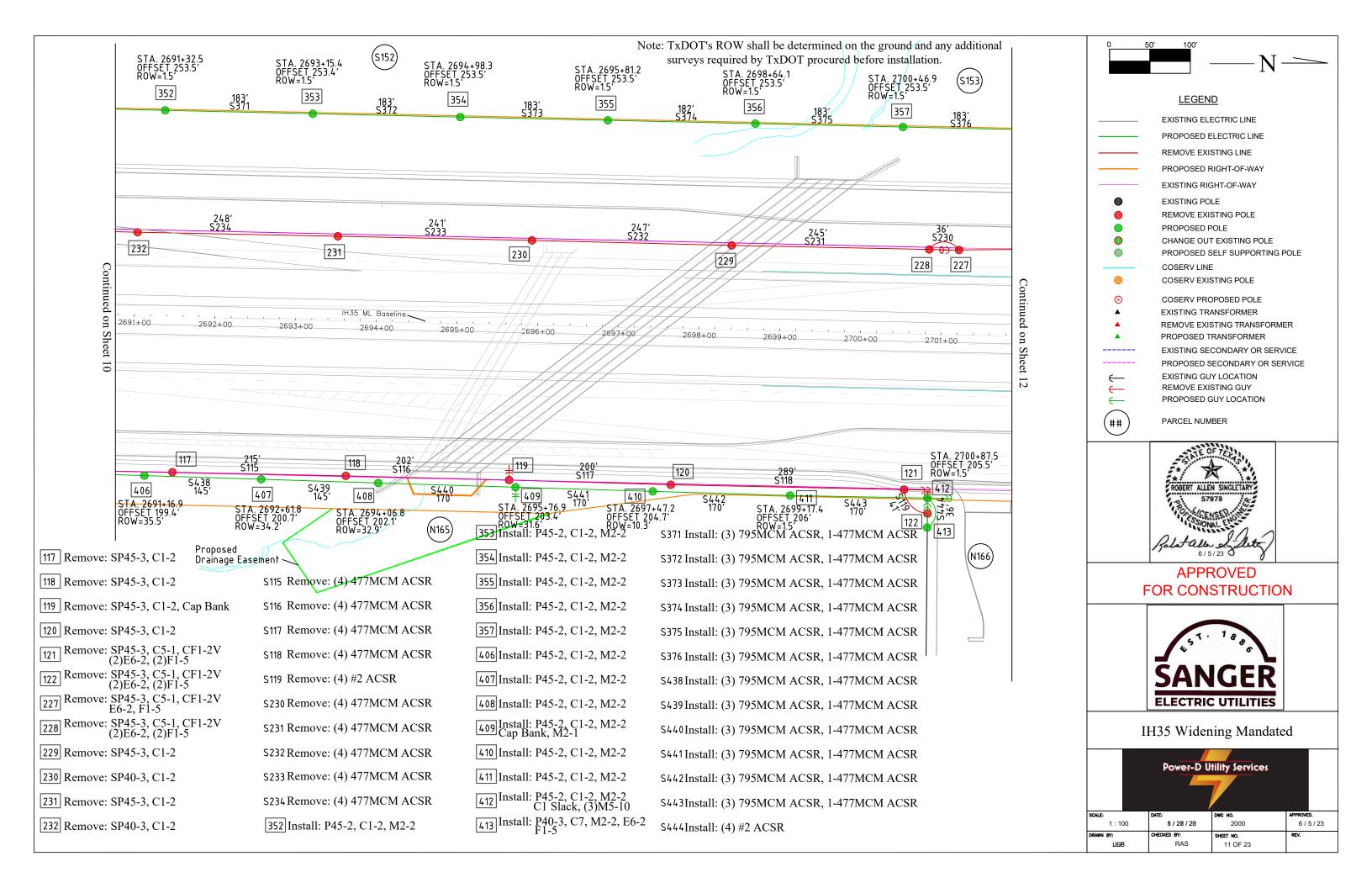


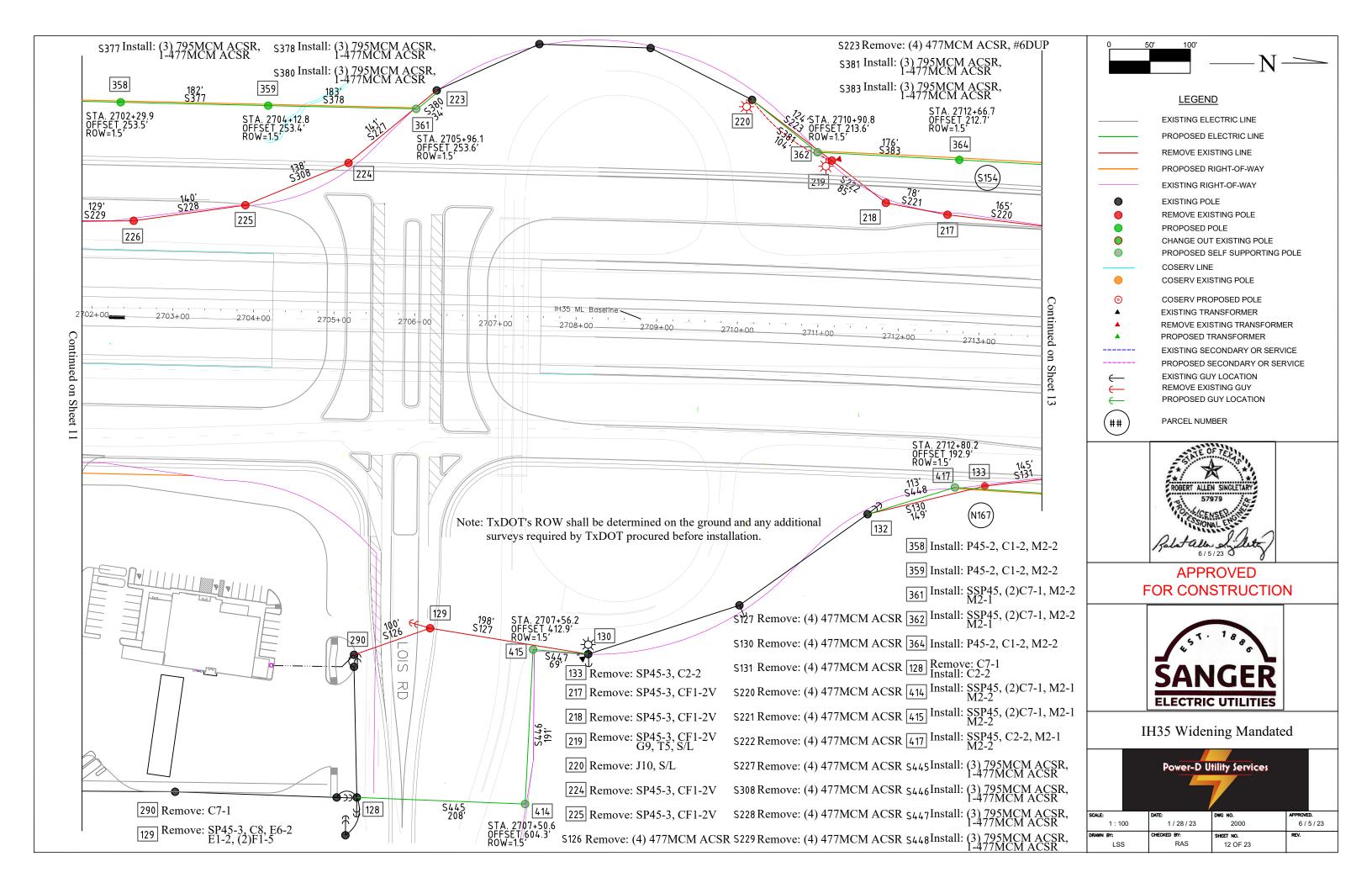


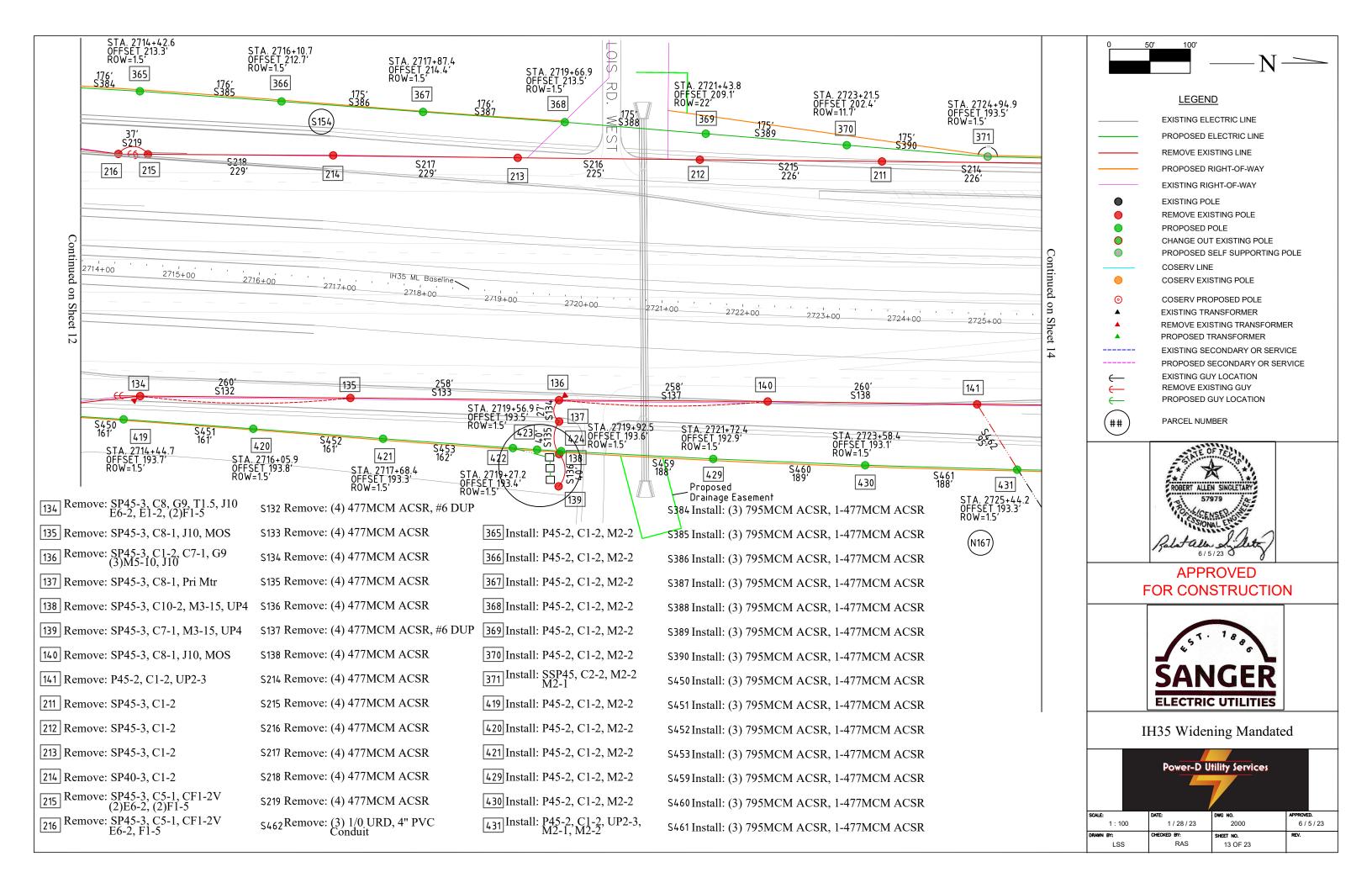


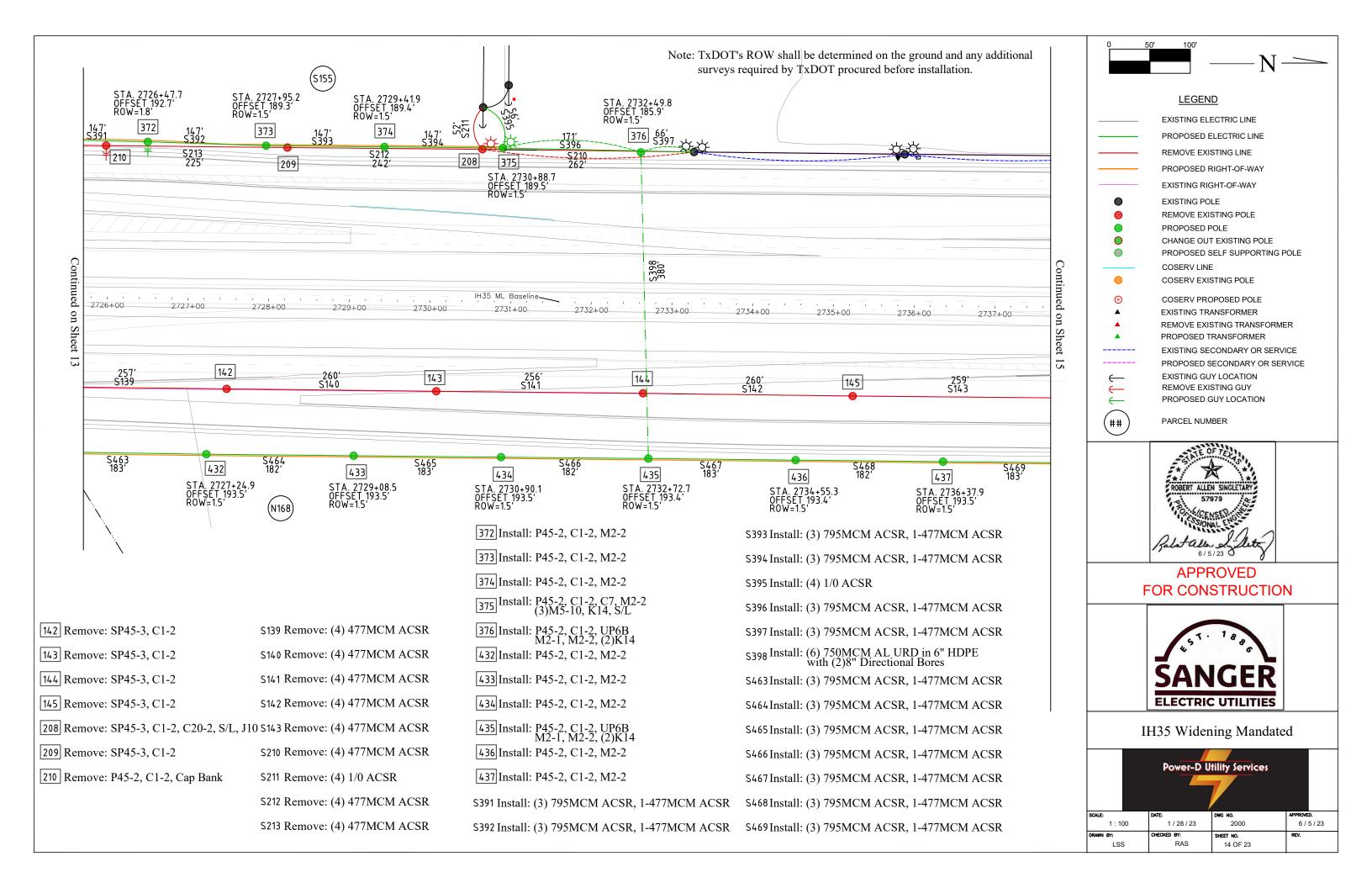


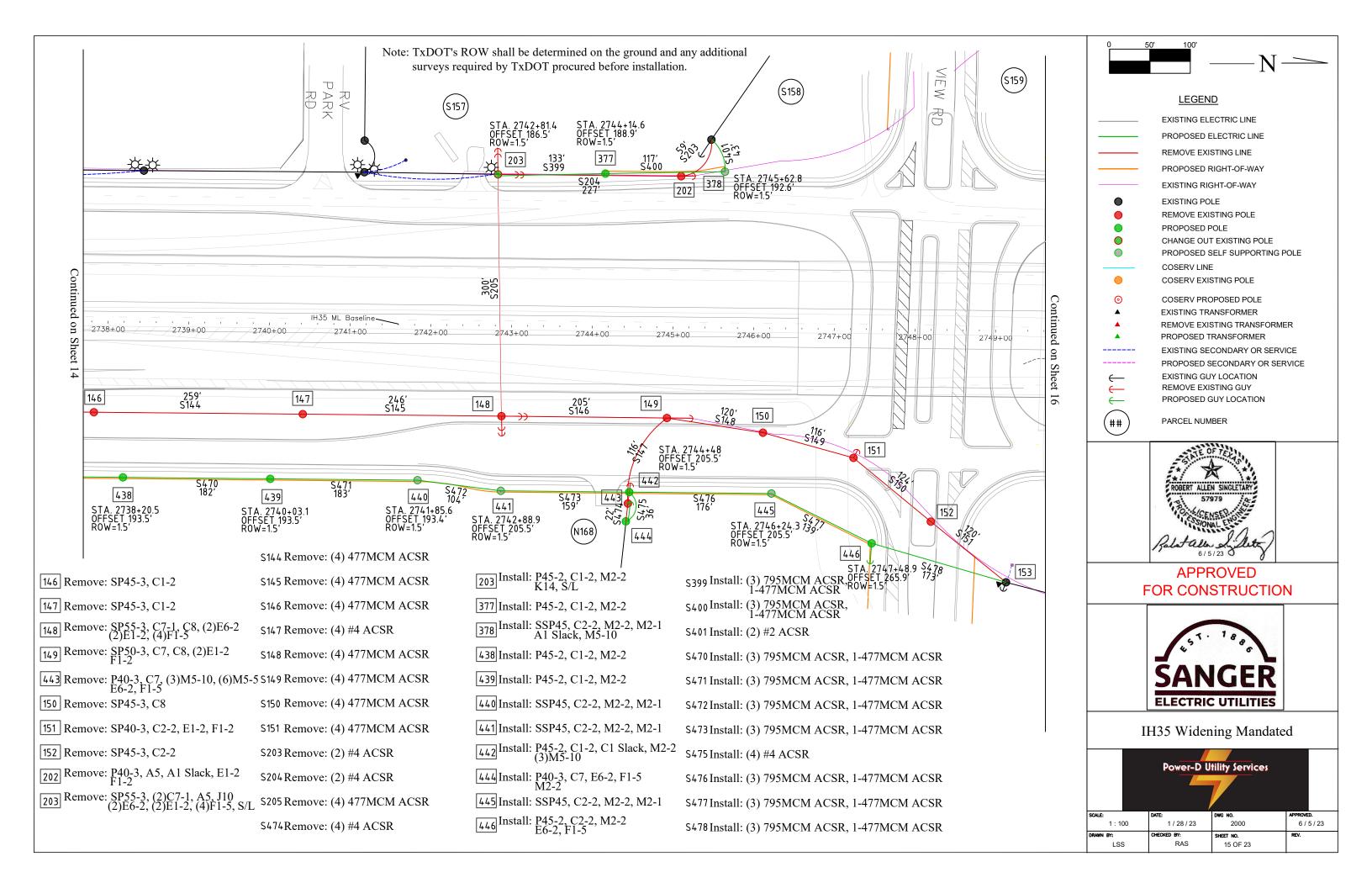


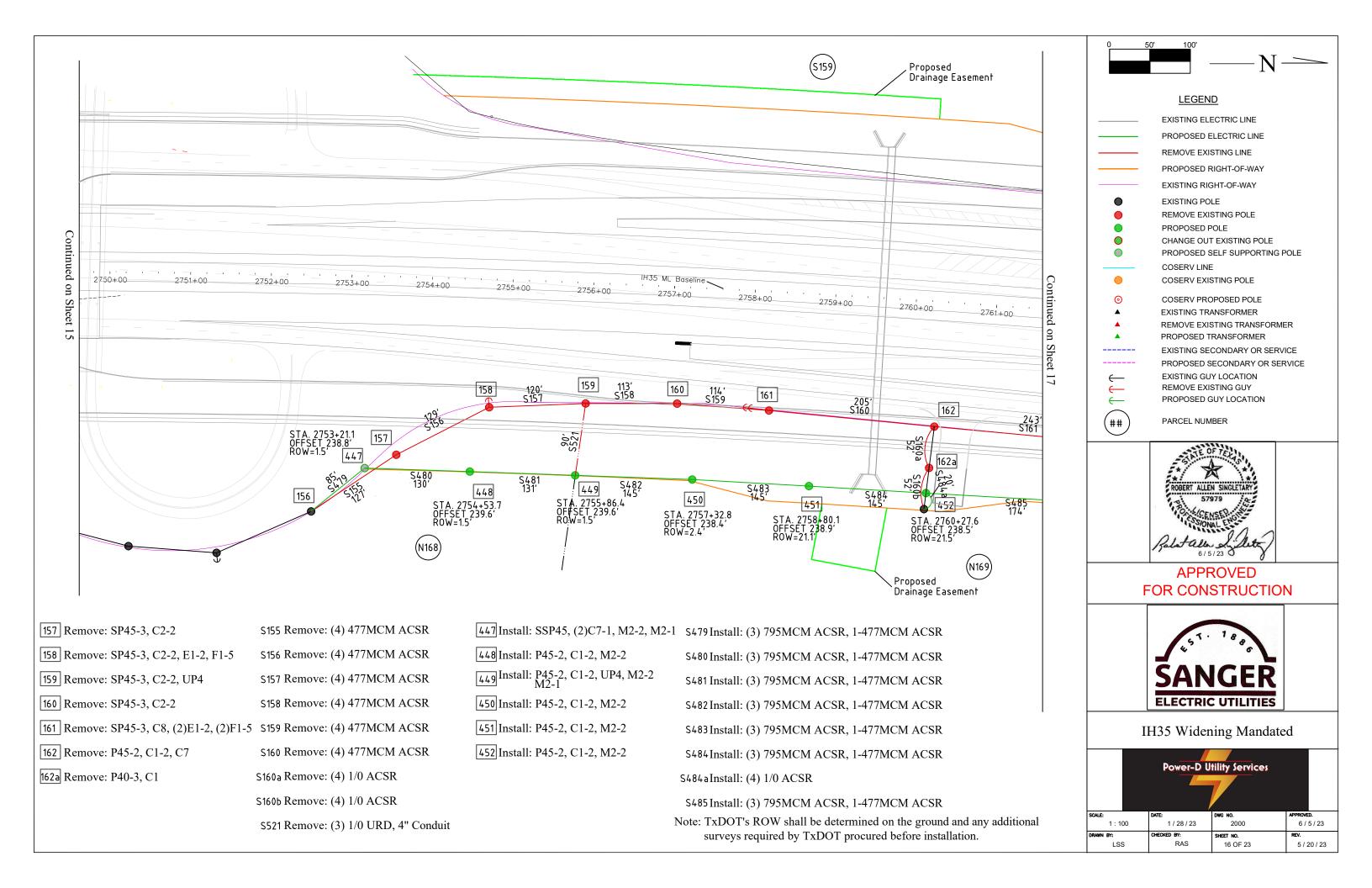


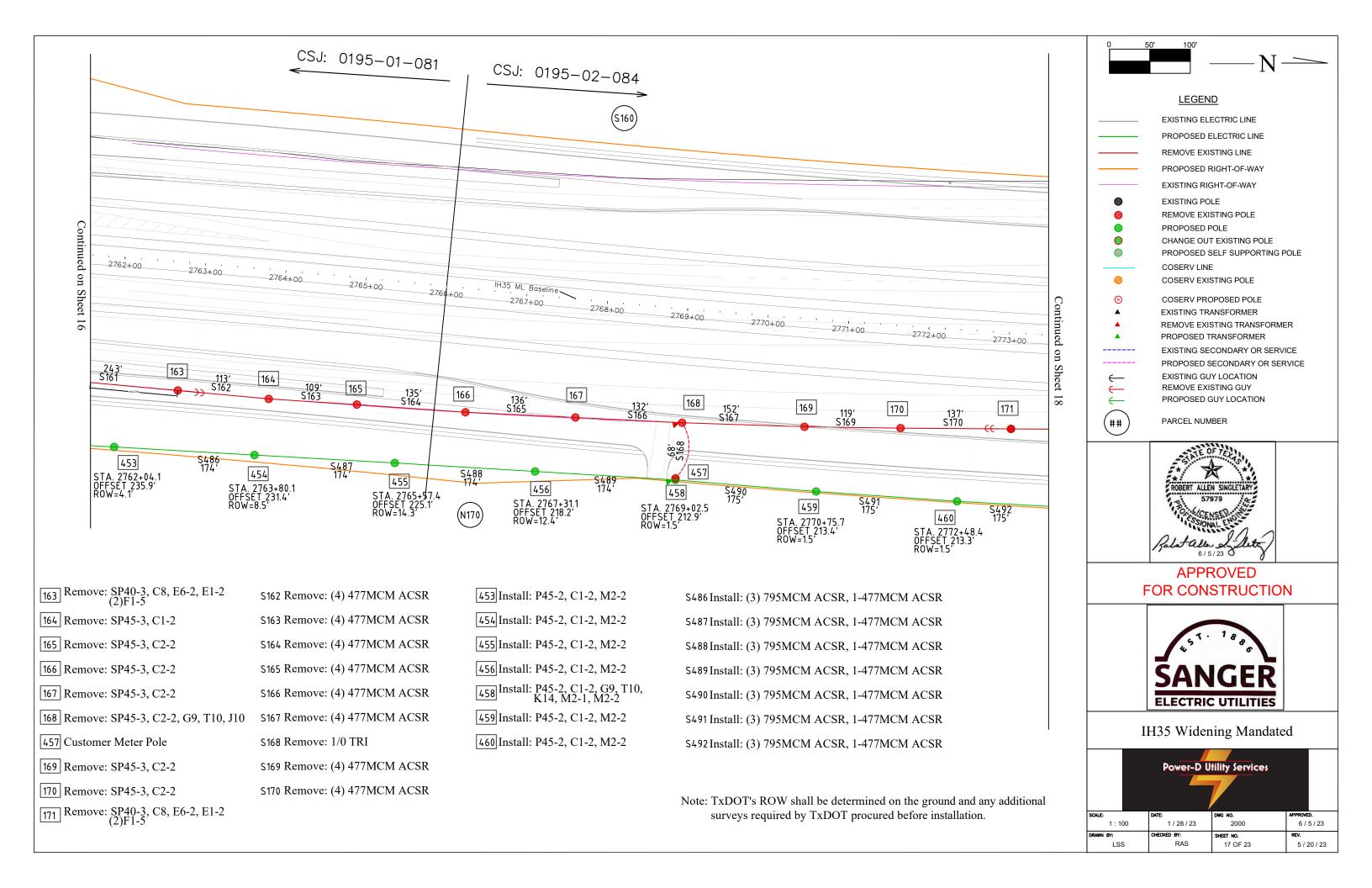


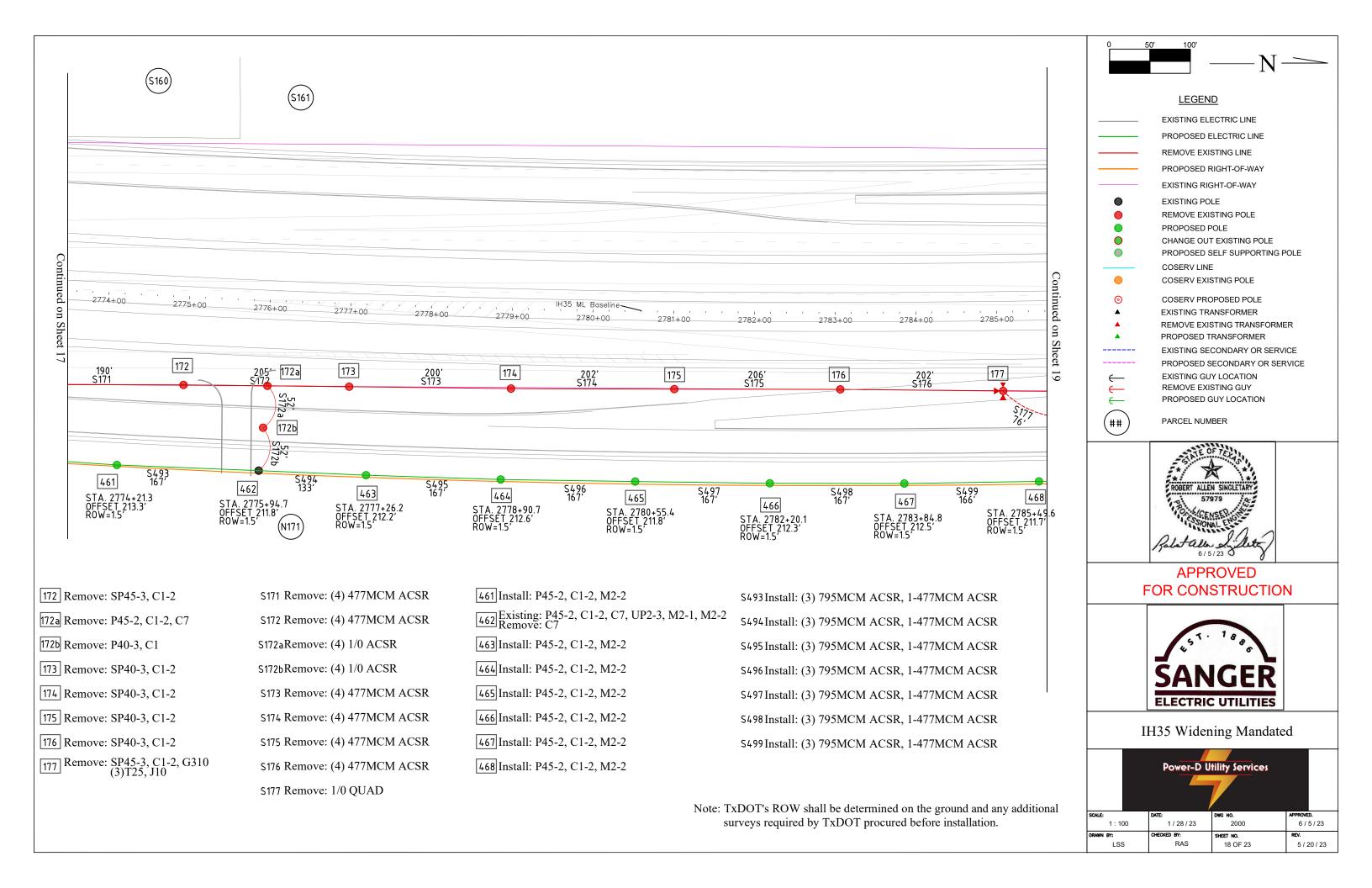


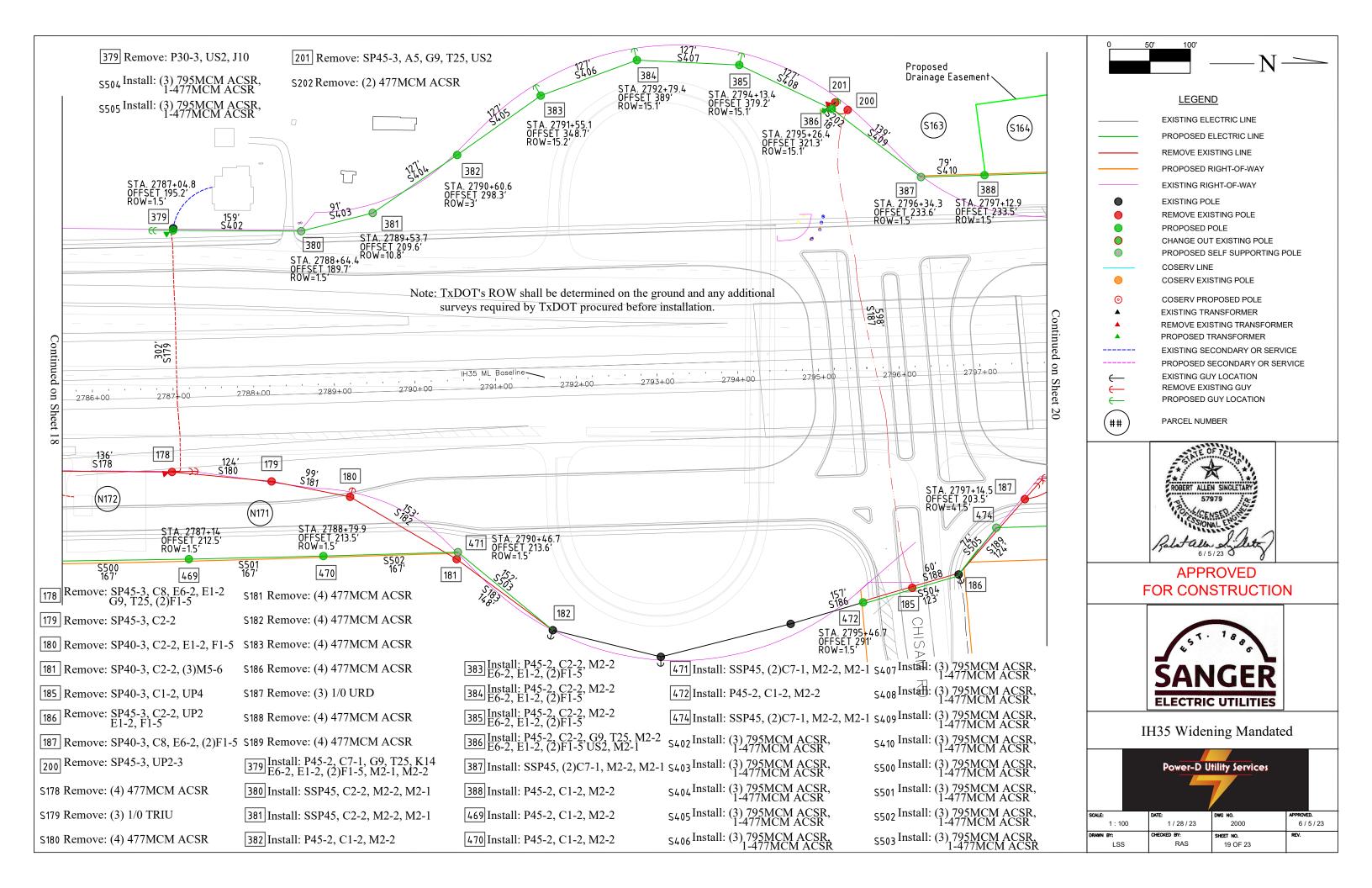


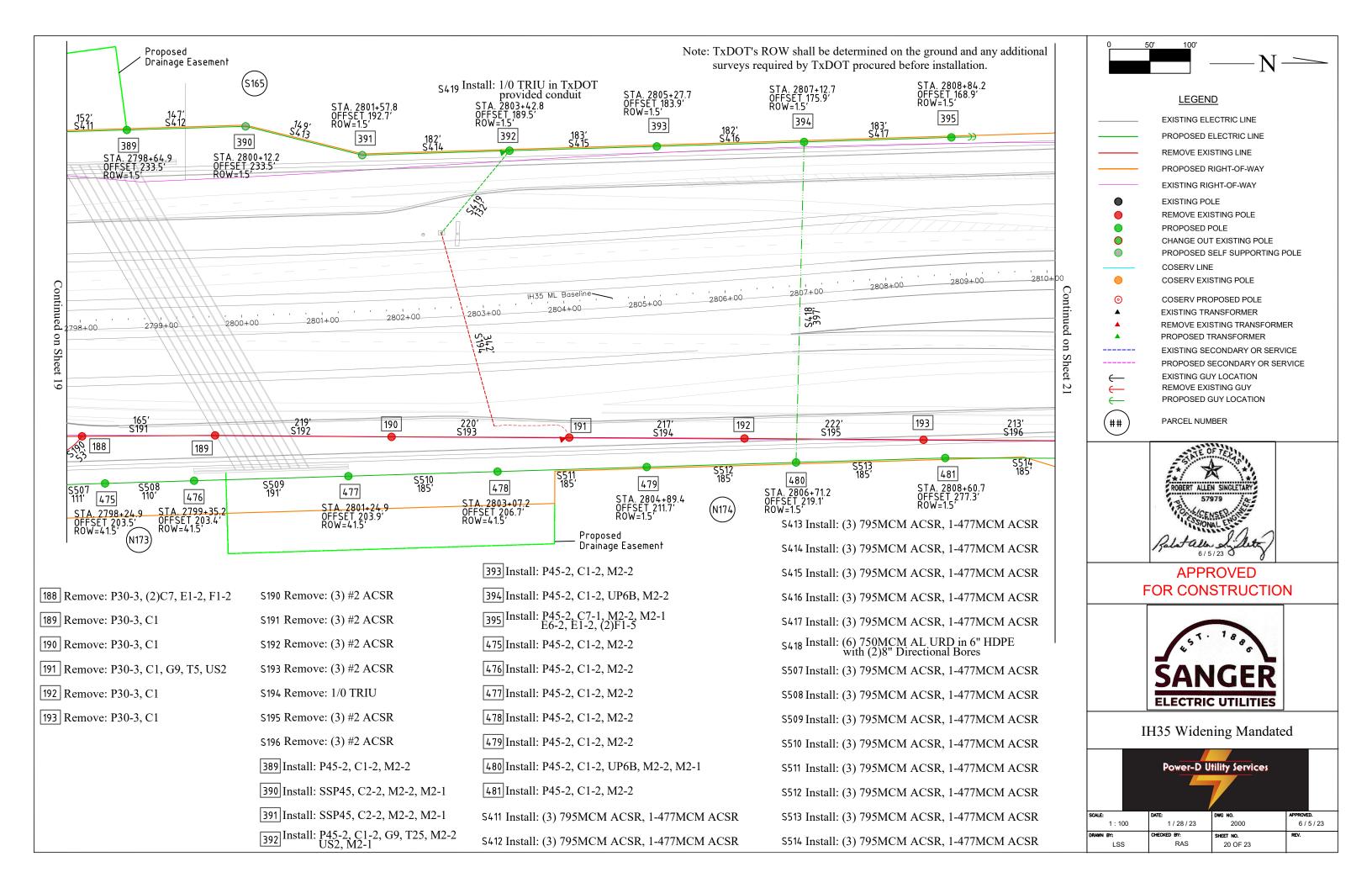


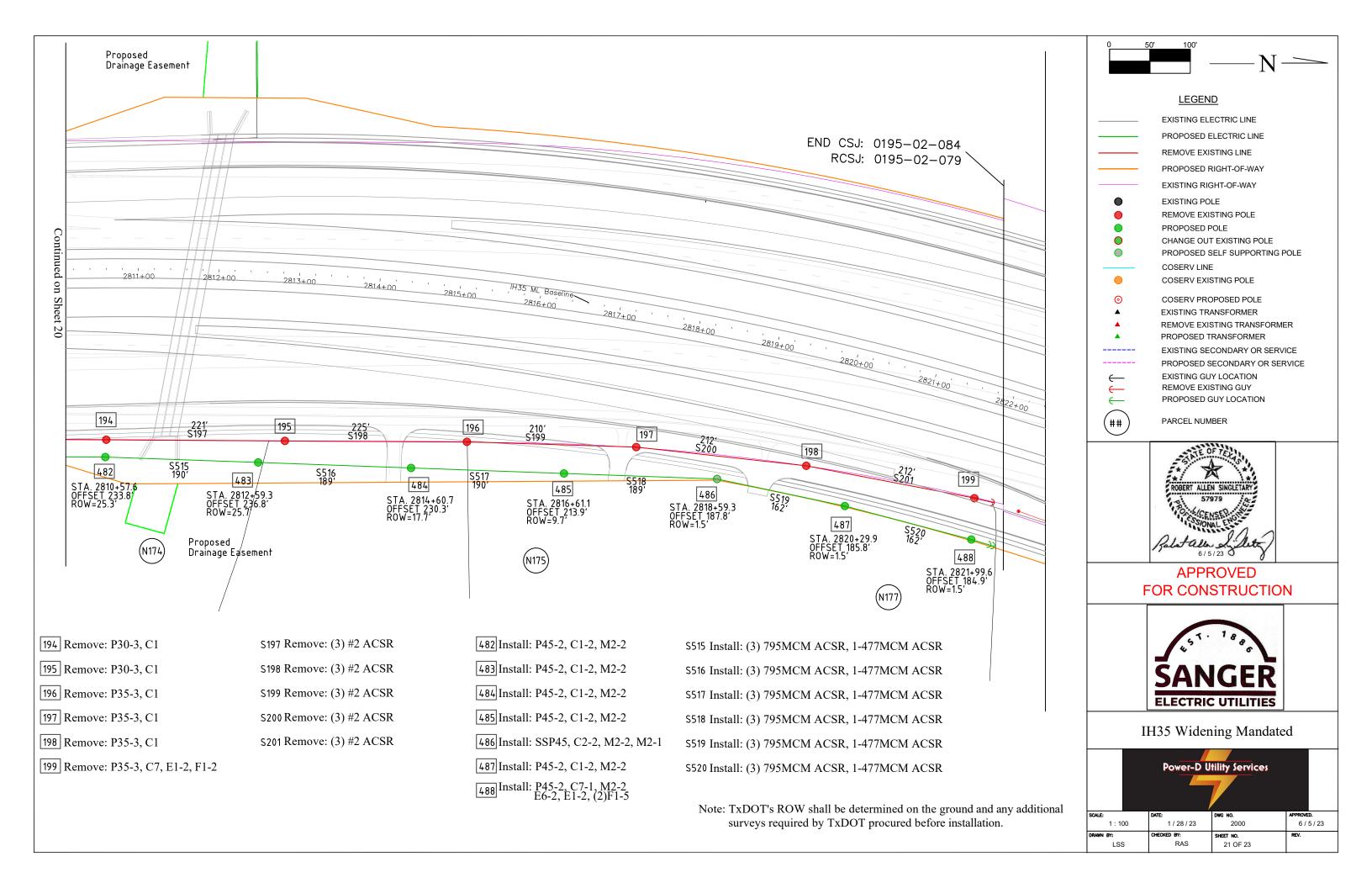


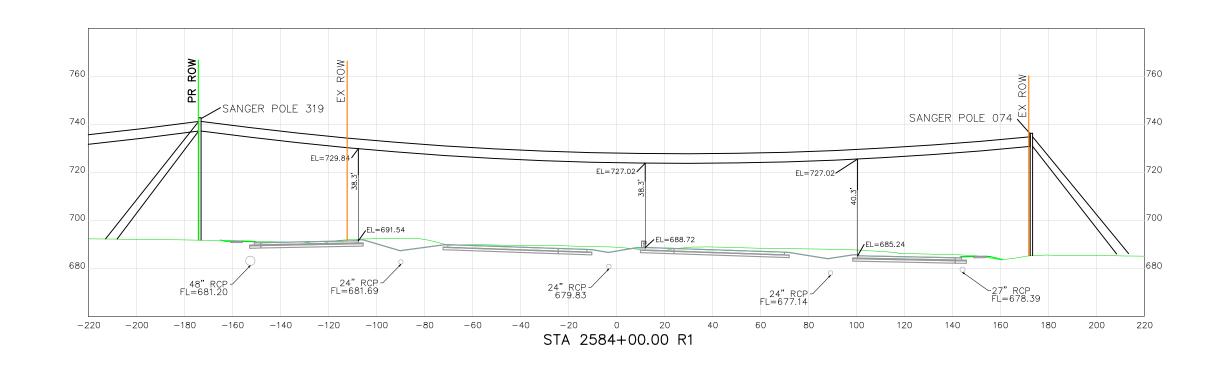


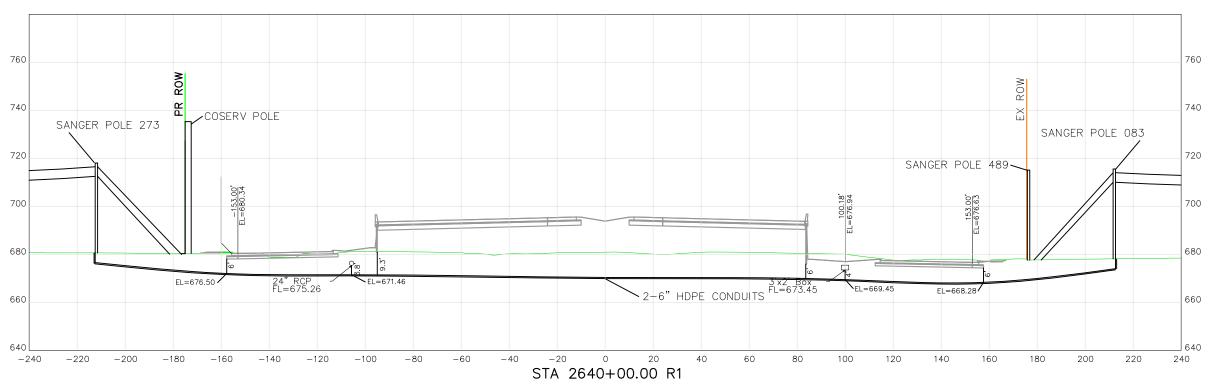




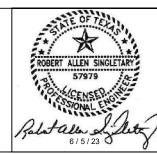








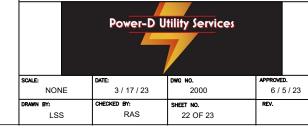
Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

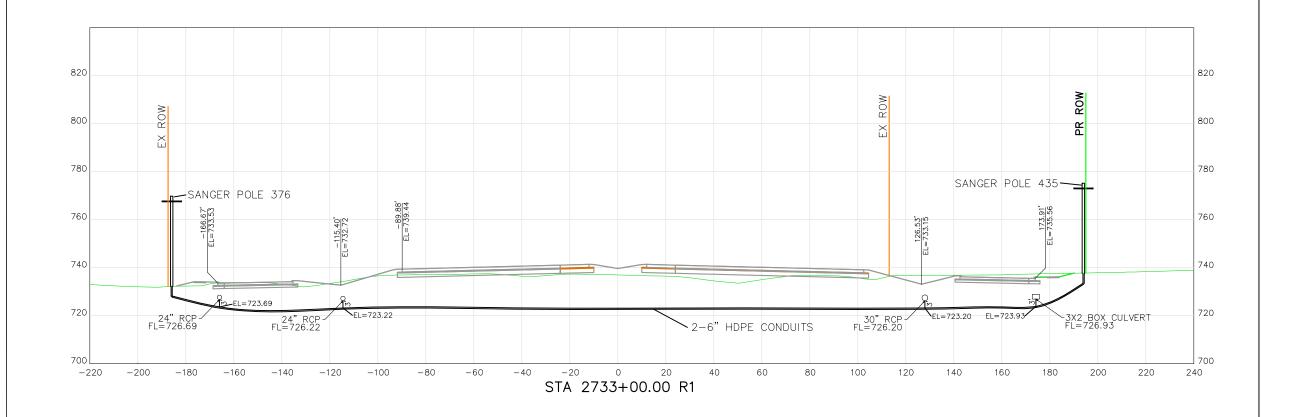


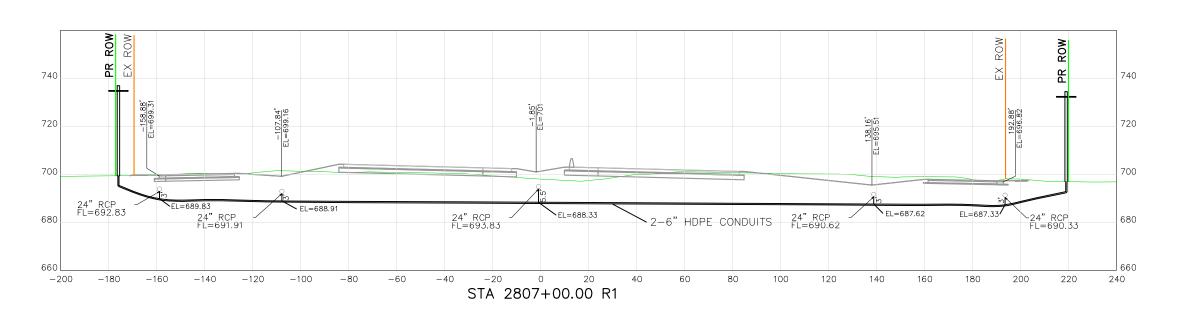
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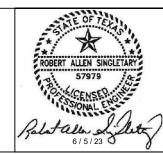
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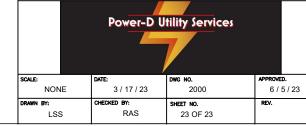
Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



## APPROVED FOR CONSTRUCTION



IH35 Widening Mandated



#### **CITY OF SANGER ELECTRIC**

## Cost Estimate IH35 Project

#### STA 2542+20 - STA 2822+00

Labor	
Contract Construction Labor & Equipment	\$1,621,117.00
Contractor Provided ROW Marking	\$ 32,000.00
Material	
In-Kind Replacement Materials	\$1,612,029.98
* There are Buy American Required Materials on this Project	
Salvaged Material	(\$23,610.77)
Professional Services	
Design, Engineering, Staking & Support	\$78,050.00
Project Management/Oversight	
City of Sanger Electric Personnel	\$14,800.00
Total Estimated Cost	\$3,334386.21

	IH35 REIMBURSABLE POINT	ΓUNIT R	EMOVALS		
CONST					
UNIT	DESCRIPTION	UNIT	LABOR PRICE	QTY	TOTAL PRICE
A1	SINGLE PHASE TANGENT	ea.	\$ 79.01	2	\$ 158.02
A1 Slack	SINGLE PHASE SLACK TAKEOFF	ea.	\$ 123.13	3	\$ 369.39
A5	SINGLE PHASE DEADEND	ea.	\$ 115.26	6	\$ 691.56
C1	3 PHASE TANGENT SM	ea.	\$ 189.19	12	\$ 2,270.28
C1-1	3 PHASE DBL SUPPORT SM	ea.	\$ 228.40	1	\$ 228.40
C1-2	3 PHASE TANGENT LG	ea.	\$ 206.95	67	\$ 13,865.65
C1 Slack	3 PHASE SLACK TAKEOFF	ea.	\$ 241.61	3	\$ 724.83
C2-2	3 PHASE DBL SUPPORT LG	ea.	\$ 271.58	20	\$ 5,431.60
C5-1	3 PHASE VERT DEADEND LG	ea.	\$ 313.10	10	\$ 3,131.00
C20-2	3 PHASE FLAT DBL SUPPORT LG	ea.	\$ 243.82	6	\$ 1,462.92
C7	3 PHASE DEADEND SM	ea.	\$ 338.42	8	\$ 2,707.36
C7-1	3 PHASE DEADEND LG	ea.	\$ 338.42	12	\$ 4,061.04
C8	3 PHASE DBL DEADEND W/JUMPERS	ea.	\$ 620.09	14	\$ 8,681.26
C8-1	3 PHASE DBL DEADEND WO/JUMPERS	ea.	\$ 620.09	3	\$ 1,860.27
C10-2	3 PHASE FLAT SINGLE SUPPORT LG	ea.	\$ 181.26	1	\$ 181.26
CF1-2V	3 PHASE VERTICAL FBRGLASS SUPPORT	ea.	\$ 232.19	15	\$ 3,482.85
G9	SINGLE PHASE XFMR FRAMING	ea.	\$ 414.68	13	\$ 5,390.84
G310	3 PHASE 120/240 XFMR BANK FRAMING	ea.	\$ 1,278.24	2	\$ 2,556.48
E1-2	SINGLE DOWN GUY	ea.	\$ 145.80	32	\$ 4,665.60
E6-2	DBL DOWN GUY	ea.	\$ 263.02	30	\$ 7,890.60
F1-2	SINGLE HELIX ANCHOR	ea.	\$ 158.30	15	\$ 2,374.50
F1-5	MULTI HELIX/TOUGH ONE ANCHOR	ea.	\$ 168.08	48	\$ 8,067.84
J10	SECONDARY CLEVIS	ea.	\$ 35.92	26	\$ 933.92
K14	J-HOOK	ea.	\$ 36.35	2	\$ 72.70
M5-6	ARRESTER	ea.	\$ 79.40	3	\$ 238.20
M5-10	СИТОИТ	ea.	\$ 120.86	11	\$ 1,329.46
M3-15	GANG OPEREATED SWITCH	ea.	\$ 1,971.58	2	\$ 3,943.16
M5-5	INSULATOR & PIN	ea.	\$ 35.59	6	\$ 213.54
MOS	MOTOR OPEREATED SWITCH	ea.	\$ 1,971.58	2	\$ 3,943.16
P30-3	WOOD POLE 30FT CLASS 3	ea.	\$ 463.78	14	\$ 6,492.92
P35-3	WOOD POLE 35FT CLASS 3	ea.	\$ 463.78	4	\$ 1,855.12
P40-3	WOOD POLE 40FT CLASS 3	ea.	\$ 500.99	10	\$ 5,009.90
P45-2	WOOD POLE 45FT CLASS 2	ea.	\$ 563.62	6	\$ 3,381.72
SP40-3	STEEL POLE 40FT CLASS 3	ea.	\$ 662.15	35	\$ 23,175.25
SP45-3	STEEL POLE 45FT CLASS 3	ea.	\$ 662.15	81	\$ 53,634.15
SP50-3	STEEL POLE 50FT CLASS 3	ea.	\$ 723.84	2	\$ 1,447.68
SP55-2	STEEL POLE 55FT CLASS 2	ea.	\$ 832.42	2	\$ 1,664.84
SP55-3	STEEL POLE 55FT CLASS 3	ea.	\$ 832.42	2	\$ 1,664.84
PRI MTR	3 PHASE PRIMARY METER	ea.	\$ 1,401.47	1	\$ 1,401.47
M9-13	CAP BANK W/CONTROLER	ea.	\$ 1,401.47	2	\$ 2,802.94

	IH35 REIMBURSABLE POINT UN	IIT REMO	OVALS (CONT)			
CONST						
UNIT	DESCRIPTION	UNIT	LABOR PRICE	QTY	TO	TAL PRICE
ST/L	STREET LIGHT	ea.	\$ 188.52	5	\$	942.60
S/L	SECURITY LIGHT	ea.	\$ 188.52	12	\$	2,262.24
SEC RISER	SECONDARY RISER SM	ea.	\$ 250.75	2	\$	501.50
T1.5	XFMR 1.5kVA	ea.	\$ 414.68	2	\$	829.36
T5	XFMR 5kVA	ea.	\$ 414.68	4	\$	1,658.72
T10	XFMR 10kVA	ea.	\$ 414.68	2	\$	829.36
T15	XFMR 15kVA	ea.	\$ 414.68	4	\$	1,658.72
T25	XFMR 25kVA	ea.	\$ 414.68	6	\$	2,488.08
US2	SECONDARY RISER 2"	ea.	\$ 250.75	5	\$	1,253.75
UP2	SINGLE PHASE PRIMARY RISER 2"	ea.	\$ 500.39	1	\$	500.39
UP2-3	3 PHASE PRIMARY RISER 3-2"	ea.	\$ 1,114.10	1	\$	1,114.10
UP4	3 PHASE PRIMARY RISER 4"	ea.	\$ 927.97	5	\$	4,639.85
UPED	SECONDARY PEDESTAL	ea.	\$ 122.00	1	\$	122.00

	IH35 REIMBURSABLE SPAN	UNIT RE	MOVA	ALS			
CONST		SPAN	LA	BOR			
UNIT	DESCRIPTION	UNIT	PRI	CE/ft	QTY	T	OTAL PRICE
4ACSR	#4ACSR OH CONDUCTOR	ft	\$	0.71	1212	\$	860.52
2ACSR	#2ACSR OH CONDUCTOR	ft	\$	0.80	8428	\$	6,742.40
1/0ACSR	1/0ACSR OH CONDUCTOR	ft	\$	0.92	340	\$	312.80
477ACSR	477ACSR OH CONDUCTOR	ft	\$	1.67	90676	\$	151,428.92
6DUP	#6 DUPLEX OH CONDUCTOR	ft	\$	1.06	386	\$	409.16
2DUP	#2 DUPLEX OH CONDUCTOR	ft	\$	0.96	814	\$	781.44
2TRI	#2 TRIPLEX OH CONDUCTOR	ft	\$	1.43	186	\$	265.98
1/0TRI	1/0 TRIPLEX OH CONDUCTOR	ft	\$	1.45	1005	\$	1,457.25
1/0TRIU	1/0 TRIPLEX UG CONDUTOR	ft	\$	1.76	596	\$	1,048.96
1/0QUAD	1/0 QUADRAPLEX OH CONDUCTOR	ft	\$	1.73	103	\$	178.19
1/0URD	1/0 URD UG CABLE	ft	\$	2.70	2744	\$	7,408.80
4PVC	4" PVC IN GROUND	ft	\$	9.01	185	\$	1,666.85
							·
TOTAL						\$	384,820.46

	IH35 RE	IMBURS	SAB	LE POINT U	NIT	INSTALLS					
CONST			٨	//ATERIAL			Т	OTAL UNIT			
UNIT	DESCRIPTION	UNIT		PRICE	LA	BOR PRICE		PRICE	QTY	Т	OTAL PRICE
P35-3	WOOD POLE 35FT CLASS 3	ea.	\$	825.00	\$	610.00	\$	1,435.00	1	\$	1,435.00
P40-3	WOOD POLE 40FT CLASS 3	ea.	\$	948.00	\$	681.35	\$	1,629.35	5	\$	8,146.75
SSP45	SELF SUPPORTING POLE 45' EQ *	ea.	\$	2,630.00	\$	6,833.30	\$	9,463.30	25	\$	236,582.50
P45-2	WOOD POLE 45FT CLASS 2	ea.	\$	990.00	\$	772.96	\$	1,762.96	145	\$	255,629.20
P60-H1	WOOD POLE 60FT CLASS H1	ea.	\$	3,177.00	\$	1,139.10	\$	4,316.10	2	\$	8,632.20
A1-Slack	SINGLE PHASE SLACK TAKEOFF	ea.	\$	386.36	\$	202.09	\$	588.45	3	\$	1,765.35
A5	SINGLE PHASE DEADEND	ea.	\$	172.00	\$	189.16	\$	361.16	1	\$	361.16
C1	3 PHASE TANGENT SM	ea.	\$	242.90	\$	276.31	\$	519.21	1	\$	519.21
C1-2	3 PHASE TANGENT LG	ea.	\$	269.70	\$	286.13	\$	555.83	128	\$	71,146.24
C1-Slack	3 PHASE SLACK TAKEOFF	ea.	\$	623.28	\$	390.89	\$	1,014.17	4	\$	4,056.68
C2-2	3 PHASE DBL SUPPORT LG	ea.	\$	359.76	\$	459.68	\$	819.44	19	\$	15,569.36
C4-1	3 PHASE VERTICAL 30-60	ea.	\$	744.16	\$	823.68	\$	1,567.84	4	\$	6,271.36
C7	3 PHASE DEADEND SM	ea.	\$	686.00	\$	519.28	\$	1,205.28	5	\$	6,026.40
C7-1	3 PHASE DEADEND LG	ea.	\$	730.00	\$	519.28	\$	1,249.28	25	\$	31,232.00
C8	3 PH DBL DEADEND W/JUMPERS	ea.	\$	1,316.62	\$	925.84	\$	2,242.46	5	\$	11,212.30
C10-2	3 PHASE FLAT SINGLE SUPPORT LG	ea.	\$	302.92	\$	256.42	\$	559.34	1	\$	559.34
C20-2	3 PHASE FLAT DBL SUPPORT LG	ea.	\$	416.72	\$	387.76	\$	804.48	1	\$	804.48
E1-2	SINGLE DOWN GUY	ea.	\$	89.00	\$	214.56	\$	303.56	20	\$	6,071.20
E6-2	DBL DOWN GUY	ea.	\$	147.50	\$	405.28	\$	552.78	20	\$	11,055.60
F1-2	SINGLE HELIX ANCHOR	ea.	\$	37.75	\$	273.62	\$	311.37	2	\$	622.74
F1-5	MULTI HELIX/TOUGH ONE ANCHOR	ea.	\$	88.00	\$	281.44	\$	369.44	38	\$	14,038.72
G9	SINGLE PHASE XFMR FRAMING	ea.	\$	350.00	\$	585.14	\$	935.14	8	\$	7,481.12
K14	J-HOOK	ea.	\$	4.33	\$	55.38	\$	59.71	19	\$	1,134.49
M2-1	GALV 8' GROUND ROD	ea.	\$	17.44	\$	39.58	\$	57.02	42	\$	2,394.84
M2-2	POLE GROUND W/BUTT PLATE	ea.	\$	11.06	\$	107.32	\$	118.38	177	\$	20,953.26
M5-10	ситоит	ea.	\$	108.95	\$	189.37	\$	298.32	19	\$	5,668.08
M9-13	CAP BANK W/CONTROLER	ea.	\$	18,100.00	\$	2,524.51	\$	20,624.51	3	\$	61,873.53
S/L	SECURITY LIGHT	ea.	\$	150.00	\$	253.63	\$	403.63	9	\$	3,632.67
ST/L	STREET LIGHT	ea.	\$	275.00	\$	253.63	\$	528.63	1	\$	528.63
T1.5	XFMR 1.5kVA	ea.	\$	770.00	\$	515.14	\$	1,285.14	1	\$	1,285.14
T10	XFMR 10kVA	ea.	\$	2,280.00	\$	585.14	\$	2,865.14	1	\$	2,865.14
T25	XFMR 25kVA	ea.	\$	3,800.00	\$	585.14	\$	4,385.14	6	\$	26,310.84
UP6B	3 PHASE PRIMARY RISER 2-6"	ea.	\$	2,868.00	\$	4,165.93	\$	7,033.93	6	\$	42,203.58
UP4	3 PHASE PRIMARY RISER 4"	ea.	\$	1,661.00	\$	2,030.45	\$	3,691.45	1	\$	3,691.45
UP2-3	3 PHASE PRIMARY RISER 3-2"	ea,	\$	2,316.00	\$	2,211.11	\$	4,527.11	1	\$	4,527.11
UPED	SECONDARY PEDESTAL	ea.	\$	890.00	\$	192.00	\$	1,082.00	1	\$	1,082.00
US2	SECONDARY RISER 2"	ea.	\$		\$	592.60	\$	1,948.60	3	\$	5,845.80
XFRCAB	600A AUTO TRANSFER PM CABINET	ea.	\$	92,111.00	\$	3,836.92	\$	95,947.92	1	\$	95,947.92
MTRCAB	200A PRIMARY MTR CABINET	ea.	+	31,847.00	\$	2,027.54	\$	33,874.54	1	\$	33,874.54

<sup>\*</sup>Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.

	IH35 REIMBURSABLE SPAN UNIT INSTALLS										
CONST			١	//ATERIAL			T	OTAL UNIT			
UNIT	DESCRIPTION	UNIT		PRICE	LA	BOR PRICE		PRICE	QTY	Т	OTAL PRICE
795ACSR	795ACSR OH CONDUCTOR	ft	\$	6.99	\$	2.70	\$	9.69	83178	\$	805,994.82
477ACSR	477ACSR OH CONDUCTOR	ft	\$	6.50	\$	2.51	\$	9.01	27726	\$	249,811.26
2ACSR	#2ACSR OH CONDUCTOR	ft	\$	1.01	\$	1.10	\$	2.11	782	\$	1,650.02
4ACSR	#4ACSR OH CONDUCTOR	ft	\$	0.62	\$	1.01	\$	1.63	82	\$	133.66
1/0ACSR	1/0ACSR OH CONDUCTOR	ft	\$	1.39	\$	1.30	\$	2.69	424	\$	1,140.56
1/0TRI	1/0 TRIPLEX OH CONDUCTOR	ft	\$	3.54	\$	2.02	\$	5.56	305	\$	1,695.80
1/0TRIU	1/0 TRIPLEX UG CONDUTOR	ft	\$	3.16	\$	1.39	\$	4.55	5	\$	22.75
6DUP	#6 DUPLEX OH CONDUCTOR	ft	\$	1.05	\$	1.58	\$	2.63	352	\$	925.76
750URD	750MCM URD UG CABLE	ft	\$	33.40	\$	13.07	\$	46.47	7218	\$	335,420.46
6DBORE	DIRECTIONAL BORE W/6" HDPE	ft	\$	25.00	\$	157.25	\$	182.25	2406	\$	438,493.50
	TOTAL MATERIAL									\$ :	1,612,029.98
	TOTAL LABOR									\$	1,236,296.54
TOTAL										\$ :	2,848,326.52

IH35 REIMBURSABLE MISC UNIT INSTALLS					
		SPAN	LABOR		
UNIT	DESCRIPTION	UNIT	PRICE/hr	QTY	TOTAL PRICE
SURVEYOR	FIELD SURVEYOR TO MARK ROW	hr	\$ 400.00	80	\$ 32,000.00

#### POWER-D UTILITY SERVICES, LLC.

## Estimated Level of Effort IH35 Project

#### STA 2542+20 - STA 2822+00

Prof	essiona	al Ser	vices
			V1000

Design, Engineering & Support	
Senior Engineer: 100 hrs @ \$200/hr	
Designer: 300 hrs @ \$76.67/hr	- \$23,000.00
Likility A greenest	
Utility Agreement	
Senior Engineer: 26.25 hrs @ \$200/hr	\$5,250.00
Bid Specification, Opening & Council Meeting	
Senior Engineer: 9 hrs @ \$200/hr	\$5,250.00
Staking Services	
2-Man Staking Crew: 40 hrs @ \$150/hr	\$6,000.00
Construction Phase Services	
Senior Engineer: 75.25 hrs @ \$200/hr	\$15,050.00
Post Construction Services	
Senior Engineer: 17.5 hrs @ \$200/hr	\$3,500.00
Total Cost of Services Not to Exceed	- \$78,050.00

#### THE CITY OF SANGER ELECTRIC DEPARTMENT

## Project/Construction Management Estimated Level of Effort IH35 Project

#### STA 2542+20 - STA 2822+00

#### Project/Construction Management

#### Personnel

Utility Director: 128 hrs @ \$50.00/hr	- \$6,400.00
Electric Superintendent: 114 hrs @ \$42.10/hr	- \$4,800.00
Administration: 41 hrs @ \$40.23/hr	\$3,600.00

Total Estimated Cost of Services Not to Exceed ------\$14,800.00

Initial

Date

**TxDOT** 

# 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

Utility

## Attachment "C" Schedule of Work

Estimated Start Date: 9/1/2023, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 240

Estimated Completion Date: 4/30/2024

Initial Date Initial Date
TxDOT Utility

**TxDOT** 

# 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 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: N/A	Utility ID: U00017757
ROW	V CSJ	Number: 195-02-079	District: Dallas
Cou	nty:	Denton	Highway No.: IH35
Fede	eral P	Project No.: NH 2020(576)	
I, Jo	hn C.	. Noblitt	, a duly authorized and qualified representative of
The	City	of Sanger Electric	, hereinafter referred to as <b>Owner</b> , am fully cognizant of the
		make the following statements in respect to to which this statement is attached.	work which will or may be done on a contract basis as it appears in the
			contract this adjustment, or <b>Owner</b> is not adequately staffed or equipped own forces to the extent as indicated on the estimate.
		Procedure	to be Used in Contracting Work
$\boxtimes$	A.		chrough open advertising and contract is to be awarded to the lowest conformity with the requirements and specifications for the work to be be provided to the <b>State</b> .
	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 conformi with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided the <b>State</b> . Such presently known contractors are listed below:		
		<ol> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>	
	C.	for <b>Owner</b> and under which the lowest ava available to the <b>State</b> for review at a location	ting continuing contract under which certain work is regularly performed illable costs are developed. The existing continuing contract will be made on mutually acceptable to the <b>Owner</b> and the <b>State</b> . If only part of the ng 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 <b>State</b> , 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.	awarded by the <b>State</b> . In the best interest of the plans and specifications for this work in in this area, so that the work can be coordin contract is to be awarded by the <b>State</b> to the	e consent of the <b>State</b> , will be included in the construction contract of both the <b>State</b> and the <b>Owner</b> , the <b>Owner</b> requests the <b>State</b> to include in the general contract for construction of Highway in the other construction operations; and the construction he lowest qualified bidder who submits a proposal in conformity with the ork to be performed. If this option is chosen, attach form ROW-U-48-1, the reference.
Sign	ature	2	Date
	Mana	ager	
Title			

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

	Utility Joint Use Agreement (ROW-U-JUA)
$\boxtimes$	Utility Installation Review/Permit Number: DAL20230323151406

Initial Date Initial Date
TxDOT Utility

Approval Form Online version 11/2005	APPROVAL
To Bobby Singletary	Date 5/10/2023
City of Sanger Electric Utilities	Application No. DAL20230323151406
202 Railroad Avenue	District App. No. DAL20230323151406
Sanger, TX 76266	Highway IH 0035
	Control Section 019502
	Maintenance Section Denton County Maintenance

County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20230323151406 (District Application No. DAL20230323151406) dated 5/10/2023 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-ofway, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

#### Special Provisions: General

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation	
By Justin Braudrick	
Title Utility Coordinator	
District Dallas	

## Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

	Non-interstate Highway (Calculations attached)
$\boxtimes$	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)	kisting # 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	Initial	Date
	TxDOT	Utility	

## Attachment "G" Betterment Calculation and Estimate

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

Forced betterment justification statement:

This project affects our trunk feeder conductor that is presently 477MCM wire. Due to load growth in the area along with limited numbers of feeder circuits, the City of Sanger adopted a new trunk feeder circuit conductor size of 795MCM, see standard on following sheet. Reconductoring will be phased in using feeder extensions and forced relocations then the remainder of the feeder as load justifies.

Two existing overhead crossings will be converted to underground. Station 2640+00 crossing is at an approach to an overpass raising the road elevation by approximately 16 feet making an overhead crossing impractacle and more expensive than underground. The crossing at station 2733+00 is replacing an existing overhead crossing at 2743+00. Due to the ROW width expansion to 382 feet along with inability to obtain guying easements,

directional boring with HDPE conduit is less costly than self-supporting structures.

The new underground crossing at station 2807+00 will replace existing underground crossings at station 2807+00 will replace existing underground crossings.

The new underground crossing at station 2807+00 will replace existing underground crossings at stations 2787+00 and 2796+00. Combining these crossings into 1 is the least costly and most effective way to serve these customers.

Initial	Date	Initial	Date
7	TXDOT	DOT Utility	



June 12, 2023

Ms. Darla Payberah TxDOT – Dallas District 4777 East Highway 80 Mesquite, TX 75150

RE:

U00017757 Forced Betterment Request, City of Sanger Electric

IH 35 from US 380 to north of US 77, ROW CSJ 0195-03-087

Dear Ms. Payberah,

The City of Sanger Electric respectfully requests consideration of reimbursing forced betterment costs as for the reasons clarified below:

The IH 35 ROW expansion creates conflicts that affect our trunk feeder conductor that is presently 477MCM wire. Due to loading requirements for the area along with the limited numbers of feeder circuits, the City of Sanger adopted a new trunk feeder circuit conductor size of 795MCM. Please see the City standard on following sheet. Reconductoring will be phased in using feeder extensions and forced relocations then the remainder of the feeder as load justifies.

Two existing overhead crossings will be converted to underground. Station 2640+00 crossing is at an approach to an overpass raising the road elevation by approximately 16 feet making an overhead crossing impractical and more expensive than relocating it underground.

However, the underground crossing at station 2733+00 is replacing an existing overhead crossing at 2743+00. Due to the ROW width expansion to 382 feet along with inability to obtain guying easements, directional boring with HDPE conduit is less costly than self-supporting pole structures. Finally, the new underground crossing at station 2807+00 will replace existing underground crossings at stations 2787+00 and 2796+00. Combining these crossings into 1 is the least costly and most effective way to serve these customers.

Please feel free to contact me at 940.458.7930 or at <a href="mailto:JNoblitt@sangertexas.org">JNoblitt@sangertexas.org</a> if you have any questions. Thank you for this consideration.

Respectfully,

John Noblitt City Manager

City of Sanger, Texas

CIRCUIT DESIGN CAPACITY SHALL BE AS FOLLOWS:

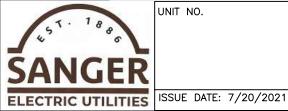
- 1. FEEDER TRUNKS 900 AMPS
- 2. 3 PHASE TAPS 200 AMPS
- 3. SINGLE PHASE TAPS 100 AMPS

#### OVERHEAD STANDARD WIRE SIZES

WIRE SIZE	RATING (AMPS)	APPLICATION	STOCK NUMBER
795ACSR	907	FEEDER TRUNKS	
477ACSR	646	NEUTRAL ON FEEDER TRUNKS	
1/0ACSR	242	3 PHASE TAPS	
#4ACSR	140	SINGLE PHASE TAPS	

CONDUCTOR SHALL BE SAGGED ACCORDING TO NESC HEAVY LOADING **DISTRICT** 

> OH PRIMARY CONDUCTOR



UNIT NO.

# Attachment "H" Proof of Property Interest

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

Initial Date Initial Date
TxDOT Utility