



Standard Utility Agreement Supplemental Agreement No. 1 to U Number N/A Utility ID U00029398

District: Dallas
ROW Project ID: R00002655
ROW CSJ: 0816-02-081
Construction CSJ: 0816-02-072
Proposed Highway Project Letting Date: 01/2022

County: Denton
Highway: FM 455
From: FM 2450
To: Marion Road

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Sanger ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on August 27, 2021 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: The boring depth and installation for sewer line increased due to existing field conditions. As a result, additional PVC carrier pipe, steel casing, sewer connections; and gate valves were required, which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is ☒ increased or ☐ decreased to a total of \$1,527,549.77, or ☐ no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

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

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Sanger

By: _____

Title: Mayor

Date: _____

EXECUTION RECOMMENDED:

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.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” Plans, Specifications, and Estimated Costs

☐ Not Applicable

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

- ☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of 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. Calculations 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 for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” (Continued) Plans, Specifications, and Estimated Costs

☒ Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

☐ This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

Signature

Title

Initial Date
TxDOT

Initial Date
Utility

City of Sanger Pipeline Relocation FM 455 Waste Water
Probable and Actual Cost Comparison
U00029398 & RCSJ: 0816-02-081 / CCSJ: 0816-02-072

Estimate Costs			Actual Costs		
C	Professional Service Cost			Professional Service Cost	
	Design Services			Design Services	
	1 Engineering Preliminary & Final Design	\$186,523		1 Engineering Preliminary & Final Design	\$159,185.69
	2 Geotechnical (ECS Southwest, LLP)	\$4,027		2 Geotechnical (ECS Southwest, LLP)	\$4,007.40
	3 SUE (The Rios Group)	\$6,571		3 SUE (The Rios Group)	\$1,011.73
	4 Survey and Esmt Prep. (Original Contract)	\$2,628		4 Survey and Esmt Prep. (Original Contract)	\$118.90
	5 Sruvey and GIS (Addendum 2)	\$3,075		5 Survey and GIS (Addendum 2)	\$0.00
	6 Survey and Gis (Addendum 3)	\$3,075		6 Survey and Gis (Addendum 3)	\$0.00
	7 Printing Costs (Addendum 1)	\$79		7 Printing Costs (Addendum 1)	\$156.94
	8 Travel and Reimbursable Expenses	\$79		8 Travel and Reimbursable Expenses (addendum 1)	\$156.94
	9 Printing Costs (Addendum 1)	\$79		9 Printing Costs (Addendum 1)	\$0.00
	10 Travel and Reimbursable Expenses (addendum 1)	\$79		10 Travel and Reimbursable Expenses (addendum 6)	\$0.00
	Total	\$206,215		Inspection (VRX, Inc.)	\$72,735.63
				Material Testing (Atlas Technical Consultants)	\$14,268.00
				Total	\$251,641.23
Reimbursement Summary Information					
A	Total Professional Services	\$206,215.00	A	Total Professional Services	\$251,641.23
B	Total Construction Cost	\$1,055,187.00	B	Total Construction Cost	\$1,275,908.54
C	Total Betterment Cost		C	Total Betterment	\$0.00
D	Betterment Credit Percentage (C/B)	0.00%	D	Betterment Amount	\$0
E	Composite Eligibility Ratio (CER)	5.80%	E	Total Cost	\$1,527,549.77
F	Total Proessional services and Construction In Kind Co	\$1,261,402.00	F	Total Cost minus Elective betterment (E-C)	\$0.00
G	Total Cost minus Elective betterment (F-C)	\$1,261,402.00	G	Composite Eligibility Ratio (CER)	5.80%
	Total TxDot Reimbursement (E*F)	\$73,161.32		TXDOT Reimbursement (E*G)	\$88,597.89
	Total Cost to Sanger	\$1,188,240.68		Total Cost to Sanger	\$1,438,951.88

City of Sanger Sewer Pipeline Relocation FM 455 Wastewater
Probable and Actual Cost Cost Comparison
U00029398 RCSJ: 0816-02-081 / CCSJ: 0816-02-072

PAY ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT	PAY ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	Mobilization & Demobilization	\$ 43,250.00	\$43,250.00	1	1	EA	Mobilization, Demobilization & Clean Up	\$21,722.00	\$21,722.00
2	4459	LF	Site Protection and Site Preparation	\$ 2.50	\$11,147.50	2	5459	LF	Site Protect & Prep	\$1.10	\$6,004.90
3	3	MO	Erosion, Sedimentation Control and SW3P	\$ 2,800.00	\$8,400.00	3	5459	LF	Erosion, Sediment Ctr1 & SW3P	\$1.80	\$9,826.20
4	1	EA	Traffic Control Plan	\$ 1,730.00	\$1,730.00	4	0.25	EA	Traffic Control Plan	\$1,150.00	\$287.50
5	3	MO	Barricades, Signs and Traffic Control	\$ 2,500.00	\$7,500.00	5	5459	LF	Barncades, Sians, Trfc Sftv, & Pvmt Mkas	\$1.00	\$5,459.00
6	5	EA	Exploratory Excavation of Existing Utilities	\$ 1,750.00	\$8,750.00	6	1	EA	Exoloratorv Exca of Exist Utilties	\$1,500.00	\$1,500.00
7	5308	LF	Trench Safety Program	\$ 3.50	\$18,578.00	7	5459	LF	Trench Safetv Plan	\$0.50	\$2,729.50
8	9	EA	Temporary Bypass Piping (various locations)	\$ 1,250.00	\$11,250.00	8	6	EA	Temp Water or Wastewater Bypass Piping	\$1,600.00	\$9,600.00
9	490	LF	8" PVC SDR 18 SS Pipe by OC	\$ 58.00	\$28,420.00	29	490	LF	8" PVC SDR 26 SS Pipe by Open Cut	\$116.00	\$56,840.00
10	3441	LF	12" PVC SDR 26 SS Pipe by OC	\$ 77.00	\$264,957.00	30	1254	LF	12" PVC SDR 26 SS Pipe by Open Cut (0-8' deep)	\$95.00	\$119,130.00
						31	1972	LF	12" PVC SDR 26 SS Pipe by Open Cut (8'-16' deep)	\$101.00	\$199,172.00
						32	80	LF	12" PVC SDR 26 SS Pipe by Open Cut (>16' deep)	\$131.00	\$10,480.00
11	175	LF	12" PVC SDR 26 SS Carrier Pipe	\$ 97.00	\$16,975.00	33	245	LF	12" PVC SDR 26 Carrier Pipe	\$84.00	\$20,580.00
12	1342	LF	12" HDPE SS Pipe by Pipe Burst Method	\$ 158.00	\$212,036.00	34	1354	LF	12" HDPE SS Pipe by Pipe Burst Method	\$141.00	\$190,914.00
13	132	LF	24" PVC SDR 26 by OC	\$ 180.00	\$23,760.00	35	130	LF	24" PVC SS Pipe Open Cut (6' to 12' deep)	\$256.00	\$33,280.00
14	90	LF	24" PVC SDR 26 SS in Carrier Pipe	\$ 310.00	\$27,900.00	36	90	LF	24" PVC SS Carrier Pipe	\$345.00	\$31,050.00
15	25	LF	Wastewater Service Line Reconnection	\$ 950.00	\$23,750.00	37	7	EA	WW Service Line Reconnection	\$2,909.00	\$20,363.00
16	75	LF	18" Steel Casing by OC *	\$ 195.00	\$14,625.00	11	75	LF	18" Steel Casing by Open Cut (OC)*	\$132.00	\$9,900.00
17	100	LF	18" Steel Casing by OTOC *	\$ 310.00	\$31,000.00	12	80	LF	18" Steel Casing by other than Open Cut (OTOC)*	\$350.00	\$28,000.00
18	55	LF	30" Steel Casing by OC *	\$ 305.00	\$16,775.00	32	55	LF	36" Steel Casing by Open Cut (8' to 12' deep)*	\$347.00	\$19,085.00
19	35	LF	30" Steel Casing Pipe by OTOC *	\$ 575.00	\$20,125.00	33	35	LF	36" Steel Casing Pipe by other than Open Cut (OTOC)*	\$532.00	\$18,620.00
20	14	EA	New Standard 4' Dia. SSMH	\$ 7,500.00	\$105,000.00	40	16	EA	New Std 4' Dia SSMH*	\$5,127.00	\$82,032.00
21	3	EA	New Standard 4' Dia. Eccentric SSMH	\$ 8,200.00	\$24,600.00	41	1	EA	New Std 4' Dia Eccentric SSMH*	\$5,027.00	\$5,027.00
						42	2	EA	New Std 5' Dia SSMH*	\$7,581.00	\$15,162.00
22	4	EA	New Standard 5' Dia. Eccentric SSMH	\$ 8,600.00	\$34,400.00	43	4	EA	New Std 5' Dia Eccentric SSMH*	\$8,120.00	\$32,480.00
						44	33.3	LF	Extra Depth 4' Dia SSMH (over 6')*	\$553.00	\$18,414.90
						45	48.7	LF	Extra Depth 5' Dia SSMH (over 6')*	\$696.00	\$33,895.20
						46	13.1	LF	Extra Depth 5' Dia Eccentric SSMH (over 6')*	\$697.00	\$9,130.70
						47	2.0	EA	Rehab Exist SSMH & Connect New SS	\$6,565.00	\$13,130.00
23	1	EA	Install Cleanout	\$ 1,350.00	\$1,350.00						\$0.00
24	17	EA	Remove Existing SSMH	\$ 1,450.00	\$24,650.00	48	4.00	EA	Rmv Existing SSMH	\$870.00	\$3,480.00
25	2316	LF	Remove Existing SS Pipe	\$ 19.00	\$44,004.00	49	2316	LF	Sanger Contractor to Rmv Exist SS Pipe	\$40.00	\$92,640.00
26	46	SY	Asphalt Pavement Repair	\$ 125.00	\$5,750.00	50	65	SY	Asphalt Pvmt Repair	\$41.00	\$2,665.00
27	39	SY	Concrete Pavement Repair *	\$ 125.00	\$4,875.00	51	51	SY	Conc Sdwlk Rel & Pvmt Repalr*	\$87.00	\$4,437.00

28	45	LF	Curb and Gutter Replacement or Repair *	\$ 35.00	\$1,575.00	52	3	LF	Curb & Gutter Repl or Repair*	\$114.00	\$342.00
29	10	LF	Remove and Replace Fence *	\$ 42.00	\$420.00	53	18	LF	Repair or Replace Fence	\$23.00	\$414.00
30	1276	SY	Seeding, Hydromulch	\$ 1.50	\$1,914.00	54	500	SY	Seeding, Hydromulch	\$1.00	\$500.00
31	196	SY	Top Soil and Placement	\$ 20.00	\$3,920.00	55	0	CY	Topsoil & Placement	\$63.00	\$0.00
32	2	EA	Clay Dam	\$ 850.00	\$1,700.00	59	2	EA	Clay Dam, CIP	\$456.00	\$912.00
33	116	LF	Geotextile Fabric Liner for trench (8' wide)	\$ 12.50	\$1,450.00	60	116	LF	Geotextile Fabric Liner for Trench (8' wide)	\$5.00	\$580.00
34	1	EA	Material Testing and Miscellaneous Testing as per City	\$ 8,650.00	\$8,650.00	62	0	EA	Material Testing & Misc.	\$15,000.00	\$0.00
Total						\$1,055,186.50				Total	\$1,129,784.90
									Change Order 1		
Attachment B	91	LF	18" Steel Casing by other than Open Cut (OTOC)*							\$350.00	\$31,850.00
Attachment B	71	LF	12" PVC SDR 26 Carrier Pipe							\$84.00	\$5,964.00
									Change Order 2		
Attachment B	17	LF	36" Steel Casing Pipe by other than Open Cut*							\$532.00	\$9,044.00
									Change Order 6		
Attachment B	250	EA	6" PVC SDR 26 SS Pipe by Open Cut							\$55.00	\$13,750.00
Attachment B	1	EA	6" Mainline Cleanout							\$780.00	\$780.00
Attachment B	2	EA	WW Service Reconnection							\$2,909.00	\$5,818.00
									Change Order 8		
Attachment B	340	LF	6" Sewer Line							\$55.00	\$18,700.00
									Change Order 9		
Attachment B	6	EA	Exploratory Exca of Exist Utilities							\$1,500.00	\$9,000.00
Attachment B	1	EA	Temp Water or Wastewater Bypass Piping							\$1,600.00	\$1,600.00
Attachment B	4	EA	6" Resilient Seat Gate Valve *							\$1,415.00	\$5,660.00
Attachment B	128	LF	8" PVC SDR 26 SS Pipe by Open Cut							\$116.00	\$14,848.00
Attachment B	25		12" HDPE SS Pipe by Pipe Burst Method							\$141.00	\$3,525.00
Attachment B	21.5	LF	Extra Depth 5' Dia Eccentric SSMH (over 6')*							\$697.00	\$14,985.50
Attachment B	6	EA	Rmv Existing SSMH							\$870.00	\$5,220.00
Attachment B	14	LF	12" PVC SDR 26 Carrier Pipe							\$84.00	\$1,176.00
Attachment B	2	EA	WW Service Line Reconnection							\$2,909.00	\$5,818.00
Attachment B	-14	LF	12" PVC SDR 26 SS Pipe by Open Cut (8'-16' deep)							\$101.00	-\$1,414.00
Attachment B	-71	LF	12" PVC SDR 26 SS Pipe by Open Cut (8'-16' deep)							\$101.00	-\$7,171.00
Attachment B	-17	LF	36" Steel Casing by Open Cut (8' to 12' deep)*							\$347.00	-\$5,899.00
Attachment B	1	EA	6" Sewer Connection to existing 8" sewer							\$4,500.00	\$4,500.00
Attachment B	1	EA	Rmv Existing SSMH							\$870.00	\$870.00
Attachment B	82	SY	Asphalt Pvmnt Repair							\$41.00	\$3,362.00
Attachment B	14.22	SY	Conc Sdwk Rel & Pvmnt Repalr*							\$87.00	\$1,237.14
Attachment B	1	EA	WW Service Line Reconnection							\$2,900.00	\$2,900.00
Construction Total										\$1,275,908.54	

Note(*) - Buy America documentation provided.

Attachment “B” Accounting Method

☒ Not Applicable

☐ **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**

The 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

☐ Not Applicable

Estimated Start Date (mm/dd/yyyy): 09/01/2021, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 525

Estimated Completion Date (mm/dd/yyyy): 04/29/2023

Initial Date
TxDOT

Initial Date
Utility

Attachment “D” Statement Covering Contract Work

☒ Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- ☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- ☐ The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- ☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- ☐ The Utility will use a consultant contract (verification of fee schedule is required).
- ☐ TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☒ Not Applicable

- ☐ Utility Joint Use Agreement (ROW–U–JUA)
 - ☐ Plans with joint use area highlighted are included.
- ☐ RULIS Permit Number:
The utility should obtain an approved permit before the start of construction inside of the highway right of way.
- ☐ Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

☒ Not Applicable

Eligibility Ratio established: _____ %

- ☐ Non-interstate Highway (Calculations attached)
- ☐ Interstate Highway
- ☐ Toll Road (Minimum of 50%)
- ☐ SP2125 Approved Application (100%)
Minute Order #: _____
- ☐ Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Attachment “G” Betterment Calculation and Estimate

☒ Not Applicable

- ☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included
- ☐ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)
- ☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

Attachment “H” Proof of Property Interest

☒ Not Applicable

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

☐ Property interest is documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility