

STANDARD UTILITY AGREEMENT
Non Federal-aid

Agreement No. _____

County Brazos ROW Account No. 8017-1-47
Federal Project No. _____ Highway No. BS 6
CSJ No. 0050-01-065 Contract No. _____

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the **State**, and City of College Station, hereinafter called the **Owner**, 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 generally described as follows: County Brazos Highway BS 6 located from Dominik Dr. to FM 2818; and,

WHEREAS, this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of **Owner** as indicated in the following statement of work:

Adjustment of the water and sanitary sewer lines along BS 6-R (Texas Avenue) from FM 2347 (George Bush Drive) to FM2818

and such work is shown in more detail in **Owner's** preliminary plans, specifications and cost estimates which are attached hereto and made a part hereof; and,

WHEREAS, the **State** desires to implement the adjustment, removal or relocation of **Owner's** facilities by entering into an agreement with said **Owner** as soon as possible;

NOW, THEREFORE, BE IT AGREED:

The **State**, subject to the acquisition of such rights or interests as may be deemed necessary along or across **Owner's** interest in land, will pay to **Owner** the costs incurred in adjusting, removing or relocating **Owner's** facilities up to the amount said costs may be eligible for State participation.

The **Owner** has determined that the method to be used in developing the adjustment, removal or relocation costs shall be as specified for the method checked and described hereafter:

- (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **State**.
- (3) An agreed lump sum of \$ _____, as supported by the analysis of estimated cost attached hereto.

If costs are developed under procedure (1) or (2) as hereinbefore specified, the **State** will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a detailed final billing prepared in acceptable form and manner, make payment in the amount of ninety (90) percent of the eligible costs as shown in the final billing prior to the required audit and after such audit shall make final payment in an amount so that the total payments will equal the amount found eligible for State reimbursement by the final audit. When requested, the **State** will make intermediate payments at not less than monthly intervals to **Owner** when properly billed and such payments will not exceed eighty (80) percent 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. If costs are developed under procedure (3) as hereinbefore specified, the **State** will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a billing prepared in acceptable form and manner, make payment to **Owner** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Owner** to proceed with the necessary removal, adjustment or relocation, and the **Owner** agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the **State's** highway construction or in the said work. The **Owner** will carry out said removal, adjustment or relocation, accurately record the costs, and retain such records in accordance with applicable rules, regulations and procedures of the **State**, and the costs paid by the **State** pursuant to this agreement shall be full compensation to **Owner** for all costs incurred by **Owner** in making such adjustment, removal or relocation. Bills for work hereunder should be submitted to **State** not later than ninety (90) days after completion of the work.

In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefor shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the **State**.

It is expressly understood that 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 that such cancellation will not create any liability on the part of the **State**. The **Owner** by execution of the agreement does not waive any of the rights which **Owner** may legally have within the limits of the law.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: City of College Station
Utility Name

EXECUTION RECOMMENDED:

By: _____
Authorized Signature

District Engineer, Texas Department of Transportation

Title: MAYOR

Date: _____

THE STATE OF TEXAS

Certified as being executed 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: _____
Director of Right of Way
Texas Department of Transportation

Date: _____

CITY OF COLLEGE STATION

ATTEST: _____
Connie Hooks, City Secretary

Date: _____

APPROVED:

Thomas E. Brymer, City Manager

Date: _____

Carla A Robinson

Carla A Robinson
City Attorney

Date: _____

Charles Cryan, Director of Fiscal Services

Date: _____