

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 2-1

PROJECT MANAGEMENT PLAN CONTENTS

RFP ADDENDUM #7

NOVEMBER 4, 2016

ATTACHMENT 2-1 PROJECT MANAGEMENT PLAN CONTENTS

The Project Management Plan Contents and Schedule for provision of the component parts.

Legend

A = Submitted by DB Contractor within 30 days after issuance of NTP1 and approved by TxDOT prior to commencement of Design Work

A1 = Submitted by DB Contractor within 30 days after issuance of NTP1 and concurrence by TxDOT prior to commencement of Design Work

B = Submitted by DB Contractor within 90 days after issuance of NTP1 and approved by TxDOT prior to commencement of Construction Work

Part	Ref	Section	Contents	Required by
1. Project Administration				
	1.1	Organization	Organization diagram	A
	1.2	Personnel	Names and contract details, titles, and job roles	A
	1.3	Subcontractors	Procedures to establish how the DB Contractor will manage Subcontractors	A
	1.4	Schedule	Project Baseline Schedule in accordance with the Technical Provision Section 2	A
	1.5	Quality Control	Procedures to establish and encourage continuous improvement	A
	1.6	Audit	Procedures to facilitate review and audit by TxDOT and consultants.	A
			Auditing and management review of DB Contractor's own activities under the Project Management Plan (PMP)	A
			Auditing and management review of Subcontractor's activities and management procedures	A
	1.7	PMP Update	Procedures for preparation of amendments and submission of amendments to any part of the PMP	A
	1.8	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use.	A
			Document management procedures in compliance with the Technical Provisions Section 2.	A
Procedures for establishing required Plans not specifically stated in this Attachment 2-1 inclusive of the PMP, including but not limited to: Aesthetics and Landscaping Plan, Acceptance Test Plan, Maintenance Management Plan, and Demolition and Abandonment Plan, etc.			A	
2. Quality Management Plan				
2A. Design Quality Management Plan				
	2A.1	Organization	DB Contractor's main contractual arrangements	A
			Organizational structure covering the activities to be performed in accordance with the Contract Documents	A

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PROJECT MANAGEMENT PLAN CONTENTS

Part	Ref	Section	Contents	Required by
	2A.2	Personnel	DB Contractor's plan to provide experienced personnel for Design Work	A
			Arrangements for coordinating and managing staff interaction with TxDOT and its consultants including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	A
			Names and contact details, titles, job roles and specific experience required for the Key Personnel and for other principal personnel during Design Work	A
			Names and contact details, titles, job roles and specific experience required for the principal personnel for Subcontractors and any third party with which DB Contractor will coordinate activities.	A
	2A.3	Subcontractors	Overall control procedures for Subcontractors, including consultants and Subconsultants	A
			Responsibility of Subcontractors and their affiliates	A
			Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	A
	2A.4	Interfaces	Interfacing between the DB Contractor, Subcontractors and TxDOT and its consultants or its System Integrator (if applicable) during the period of Design Work	A
			Coordination with environmental agencies, Utility Owners, general public, stakeholders, and affected property owners	A
	2A.5	Environmental	Integration of the interface between environmental requirements (including landscaping) and the design of the Project to verify compliance with environmental commitments	B
	2A.6	Procedures	Procedures describing how the principal activities will be performed during the design stage: to include geotechnical site investigation, surveys and mapping, environmental management, safety audit, structural audit, and checking	A
	2A.7	Quality Control / Quality Assurance	Design Quality Management Plan, including control procedures including a resource table for monitoring and auditing all design services, design review and certification, and verification of plans	A
			Procedures to establish DB Contractor's hold points in the design process at which checking and review will take place	A
			Procedures to ensure accuracy, completion, and quality in submittals to TxDOT, Governmental Entities and other third parties.	A
			Procedures to establish and encourage continuous improvement	A
	2A.8	Audit	Name of DB Contractor's representative(s) with defined authority for establishing, maintaining, auditing and reporting on the PMP	A
			Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
	2A.9	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use	A
			Document management procedures in compliance with the Technical Provisions Section 2	A
2B. Construction Quality Management Plan				
	2B.1	Organization	DB Contractor's main contractual arrangements	A

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PROJECT MANAGEMENT PLAN CONTENTS

Part	Ref	Section	Contents	Required by
			Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	2B.2	Personnel	DB Contractor's plan to provide experienced personnel for Construction Work	B
			Arrangements for coordinating and managing staff interaction with TxDOT and its consultants including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	B
			Names and contact details, titles, job roles and specific experience required for the Key Personnel as related to Construction Work	A
			Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which DB Contractor will coordinate its activities	B
	2B.3	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	B
			Responsibility of Subcontractors and their affiliates	A
			Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	B
	2B.4	Interfaces	Interfacing between the DB Contractor, Subcontractors, including any testing contractor, and TxDOT and its consultants or its System Integrator (if applicable) during Construction Work	A
			Coordination with environmental agencies, Utility Owners, general public, stakeholders, and affected property owners	A
	2B.5	Environmental	Integration of component parts of the Comprehensive Environmental Protection Program (CEPP) into construction quality management	B
			Procedures for the integration of the Hazardous Materials Management Plan (HMMP)	B
	2B.6	Procedures	List of Project specific construction procedures	B
			Construction detailed procedure for each major activity whether directly undertaken or subcontracted to include pavement, structures, drainage, communications	B
			Procedure for Punch List development and closeout procedures	B
			Traffic Management Plan	B
	2B.7	Quality Control/Quality Assurance	Control, identification and traceability of materials, including any material or samples temporarily or otherwise removed from site for testing or other reasons.	B
			Procedures for tests and inspections for the purpose of the DB Contractor certifying that prior to burying, each part of the Works is complete and conforms to the Contract Documents	B
			Observation and reporting of all tests in compliance with the Technical Provisions Section 2	B
			Quality control and quality assurance procedures including a resource table for monitoring and auditing during construction any work and testing undertaken by Subcontractors and Suppliers both on and off Site	B
			Procedures to establish DB Contractor's hold points in construction	B
			Procedures to ensure accuracy, completion, and quality in submittals to TxDOT, Governmental Entities and other third parties	B

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Part	Ref	Section	Contents	Required by
			Procedures to establish and encourage continuous improvement	A
	2B.8	Audit	Inspection and test plans that identify the proforma and/or databases to be used for recording the inspection and test results	B
			Examinations and audit of Construction Work, review of examination and audit, issue of certificates	B
			Name of DB Contractor's representative with defined authority for establishing, maintaining, auditing and reporting on the PMP	A
			Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority.	B
	2B.9	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use	B
			Document management procedures in compliance with the Technical Provisions Section 2	A
2C. Maintenance Quality Management Plan				
	2C.1	Organization	DB Contractor's main contractual arrangements	A
			Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	2C.2	Personnel	DB Contractor's plan to provide experienced personnel for the maintenance of the Project	B
			Arrangements for coordinating and managing staff interaction with TxDOT and its consultants including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	B
			Names and contact details, titles, job roles and specific experience required for the Key Personnel as related to maintenance activities	A
			Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which DB Contractor will coordinate its activities	B
	2C.3	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	B
			Responsibility of Subcontractors and their affiliates	A
			Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	B
	2C.4	Interfaces	Interfacing between the DB Contractor, Subcontractors and TxDOT and its consultants or its System Integrator (if applicable) during the Term	A
			Coordination with environmental agencies, Utility Owners, general public, stakeholders, and affected property owners	B
			Procedures to minimize the impact of the Project's operations on neighboring facilities	A
			Procedures to ensure enforcement (permitting) of overloaded/oversized vehicles	A
	2C.5	Environmental	Coordination of the interface between environmental requirements and the operation and maintenance of the Project	A

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Part	Ref	Section	Contents	Required by
			Procedures to implement Storm Water Pollution Prevention Plans (SW3P)	A
			Procedures for the Spill Prevention and Countermeasures Plan (SPCP) and the Hazardous Materials Management Plan (HMMP)	B
	2C.6	Procedures	Procedures for managing records of inspection and maintenance activities	A
			Traffic Management Plan	A
	2C.7	Quality Control/Quality Assurance		
			Observation and reporting of all tests in compliance with the Technical Provisions Section 2	A
			Integration of component parts of the Comprehensive Environmental Protection Program (CEPP) into maintenance quality management	B
			Quality control procedures including a resource table for monitoring and auditing all maintenance activities	A
			Procedures to ensure accuracy, completion, and quality in submittals to TxDOT, Governmental Entities and other third parties	A
			Procedures to establish and encourage continuous improvement	A
	2C.8	Audit	Examinations and audit of maintenance activities, review of examination and audit, issue of certificates of compliance	A
			Name of DB Contractor's representative with defined authority for establishing, maintaining, auditing and reporting on the PMP	A
			Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
	2C.9	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use	A
			Document management procedures in compliance with the Technical Provisions Section 2	A
3. Comprehensive Environmental Protection Program (CEPP)				
	3.1	Organization	DB Contractor's main contractual arrangements	A
			Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	3.2	Personnel	DB Contractor's plan to provide experienced personnel for the Environmental Team	A
			Arrangements for coordinating and managing staff interaction with TxDOT and its consultants, including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	A
			Names and contact details, titles, job roles and specific experience required for Key Personnel and for other environmental personnel	A
			Implement Environmental Protection Training Plan (EPTP) for all DB Contractor employees in accordance with the Technical Provisions Section 4	B
	3.3	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants.	A

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Part	Ref	Section	Contents	Required by
			Responsibility of Subcontractors and their affiliates	A
			Implement Environmental Protection Training Plan (EPTP) for employees of Subcontractors in accordance with the Technical Provisions Section 4	B
	3.4	Environmental	Establishment of the component parts of the Environmental Compliance and Mitigation Plan (ECMP) in accordance with the Technical Provisions Section 4	B
			Procedures to verify compliance with environmental commitments	B
	3.5	Quality Control / Quality Assurance	Procedures to ensure accuracy, completion, and quality in submittals to TxDOT, Governmental Entities and other third parties	A
			Procedures to establish and encourage continuous improvement	A
	3.6	Audit	Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
	3.7	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use	A
Identify environmental documentation and reporting requirements, including environmental permits, issues, and commitments			B	
4. Public Information and Communications Plan				
	4.1	Organization	DB Contractor's main contractual arrangements	A
			Organizational structure covering the activities to be performed in accordance with the Contract Documents.	A
	4.2	Personnel	DB Contractor's plan to provide experienced personnel to perform Work in accordance with the Technical Provisions Section 3	A
			Arrangements for coordinating and managing staff interaction with TxDOT and its consultants, including colocation of Key Personnel and description of approach to coordinating work of off-site personnel	A
			Names and contact details, titles, job roles and specific experience required for Key Personnel and for other principal personnel	A
			Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which DB Contractor will coordinate his activities	A
	4.3	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	A
			Responsibility of Subcontractors and their affiliates	A
			Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	A
	4.4	Interfaces	Procedures for liaison with the public, the media and other Customer Groups in accordance with the Technical Provisions Section 3 and the press media policy of TxDOT	A
			Procedures to coordinate with Project Stakeholders such as Governmental Entities and other Customer Groups	A
	4.5	Procedures	Procedures describing how the principal activities will be performed	A
	4.6	Quality Control/Quality Assurance	Quality control procedures including a resource table for monitoring and auditing all public information and communication services	A

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PROJECT MANAGEMENT PLAN CONTENTS

Part	Ref	Section	Contents	Required by
			Procedures to ensure accuracy, completion, and quality in submittals to TxDOT, Governmental Entities and Customer Groups	A
			Procedures to establish and encourage continuous improvement	A
	4.7	Audit	Name of DB Contractor's representative with defined authority for establishing, maintaining, auditing and reporting on PMP	A
			Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
	4.8	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use	A
			Document management procedures in compliance with the Technical Provisions Section 2	A
5. Safety and Health Plan				
	5.1		Policies, plans, training programs, Work Site controls, and Incident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project	A1
	5.2		Procedures for notifying TxDOT of Incidents arising out of or in connection with the performance of the Work	A1
6. TxDOT – DB Contractor Communications Plan				
	6.1		The manner in which the DB Contractor's organization will respond to unexpected requests for information, communicate changes or revisions to necessary DB Contractor personnel and notify the affected stakeholders before and after the changes are made to the Contract Documents.	A
	6.2		Processes and procedures for communication of Project information between the DB Contractor's organization and TxDOT	A
7. ROW Acquisition Plan				
	7.1	Organization	DB Contractor's main contractual arrangements	A
			Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	7.2	Personnel	DB Contractor's plan to provide experienced personnel to perform Work in accordance with the Technical Provisions Section 7	A
			Arrangements for coordinating and managing staff interaction with TxDOT and its consultants, including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	A
			Names and contact details, titles, job roles and specific experience required for the Key Personnel as related to ROW acquisition and Utility Adjustment activities.	A
			Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which DB Contractor will coordinate activities	A
	7.3	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	A
			Responsibility of Subcontractors and their affiliates	A
			Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	A

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PROJECT MANAGEMENT PLAN CONTENTS

Part	Ref	Section	Contents	Required by
	7.4	Interfaces	Interfacing between the DB Contractor, Subcontractors and the Independent Engineer during Project ROW acquisition, including the interfaces between Project ROW acquisition, Project design, and quality review processes	A
			Coordination with Utility Owners	A
			Procedures for establishing Utility Adjustment Concept Plans and Utility Adjustment Plans	B
	7.5	Relocation	Relocation Plan (Right of Way)	B
	7.6	Environmental	Control of the interface between environmental requirements (including Hazardous Materials and demolition) and Project ROW acquisition activities	A
			Applicable procedures for the Hazardous Materials Management Plan (HMMP) in accordance with the Technical Provisions Section 4	B
			Applicable procedures to implement the Stormwater Pollution Prevention Plan, recycling program and waste management in accordance with the Technical Provisions Section 4	A
			Integration of component parts of the Comprehensive Environmental Protection Program (CEPP) into ROW acquisition management	B
	7.7	Schedule	Logic linked ROW acquisition activities on a parcel-by-parcel basis as part of the Project Baseline Schedule, including adequate time periods for TxDOT review and condemnation activities in accordance with the Technical Provisions Section 7	A
	7.8	Procedures	Procedures describing how the principal activities will be performed during the Project ROW acquisition, whether directly undertaken or subcontracted	A
	7.9	Quality Control/Quality Assurance	Procedures to ensure accuracy, completion, and quality in submittals to TxDOT and Governmental Entities	A
			Procedures to establish and encourage continuous improvement	A
			Quality control procedures and quality review standards for Project ROW acquisition in accordance with the Technical Provisions Section 7	A
	7.10	Audit	Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
7.11	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems DB Contractor will use	A	
		Document management procedures in compliance with the Technical Provisions Section 2	A	
8. Risk Management Plan				
	8.1		Procedures for identifying, assessing, analyzing, controlling and managing project risks to meet its obligations under the Agreement	A
9. Maintenance Management Plan				
	9.1	Procedures	Procedures describing how the principal activities will be performed during the Work including general maintenance and operations obligations	A
			Procedures setting out Developer's response to maintenance issues such as mitigation of hazards, and defects that require prompt attention or are a safety concern	A
	9.2	Performance Standards	Procedures to be followed by Developer pursuant to the Technical Provisions to comply with all applicable maintenance requirements for the Term	A

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PROJECT MANAGEMENT PLAN CONTENTS

Part	Ref	Section	Contents	Required by
	9.3	Procurement	Procedures for procurement of services, materials, and products including methods to ensure best value	A
	9.4	Equipment	Procedures to ensure performance, condition and availability of equipment	A
	9.5	Emergency Response	Procedures setting out how Developer will respond to accidents and Incidents on the Project	A

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 2-2

WORK BREAKDOWN STRUCTURE REQUIREMENTS

RFP ADDENDUM #7

NOVEMBER 4, 2016

ATTACHMENT 2-2
WORK BREAKDOWN STRUCTURE REQUIREMENTS

The following Work Breakdown Structure (WBS) shall be the basis for organizing all Work under the Contract Documents and shall be used to structure the baseline schedule and other cost control systems, including the Payment Progress Process if applicable.

Table 1 represents the minimum levels of the WBS that all cost and schedule information shall rollup to once the Project Baseline Schedule is fully developed.

The WBS shall conform to level structure as follows:

Table 1: WBS Minimum Requirements

- 1 [Name of Project]**
 - 1.1. Project Administration**
 - 1.1.1. Mobilization
 - 1.1.1.1. Developer
 - 1.1.1.2. DB Contractor
 - 1.1.2. Submittals and Permitting
 - 1.1.2.1. (By Governmental Agency)
 - 1.1.2.1.1. (By Specific Permit/Submittal Requirement)
 - 1.2. Right-of Way Acquisition**
 - 1.2.1. Acquisition By TxDOT
 - 1.2.1.1. (By Parcel No.)
 - 1.2.2. Acquisition by Developer
 - 1.2.2.1. (By Parcel No.)
 - 1.3. Utility Adjustments**
 - 1.3.1. Utility Coordination
 - 1.3.1.1. Administration and Planning
 - 1.3.1.1.1. Site Utility Engineering
 - 1.3.1.1.2. Conceptual Design
 - 1.3.1.2. (By Owner)
 - 1.3.1.2.1. Master Agreements
 - 1.3.1.2.2. Utility Assemblies
 - 1.3.2. Utility Relocations
 - 1.3.2.1. (By Owner)
 - 1.3.2.1.1. (By Line No.)
 - 1.4. Design**
 - 1.4.1. General Activities and Field Work
 - 1.4.1.1. Design Mobilization
 - 1.4.1.2. Schematics
 - 1.4.1.3. Survey Work
 - 1.4.1.4. Geotechnical Investigations
 - 1.4.1.5. Additional Field Investigations
 - 1.4.2. Develop Specifications
 - 1.4.2.1. (By Discipline)
 - 1.4.3. Geotechnical Design
 - 1.4.3.1. General
 - 1.4.3.2. Earthwork Geotech
 - 1.4.3.3. Bridge Geotech
 - 1.4.3.4. Culvert Geotech

ATTACHMENT 2-2
WORK BREAKDOWN STRUCTURE REQUIREMENTS

1.4. Design (Continued)

- 1.4.3.5. Wall Geotech
- 1.4.4. Pavement Design
 - 1.4.4.1. Data Analysis and Draft Report
 - 1.4.4.2. Final Design and Report
- 1.4.5. Drainage Design
 - 1.4.5.1. Hydrologic and Hydraulic Design
 - 1.4.5.2. Preliminary System Design
 - 1.4.5.3. Detailed Drainage Design
- 1.4.6. Roadway Design
 - 1.4.6.1. Alignments
 - 1.4.6.2. Sections
 - 1.4.6.3. Detailed Design
- 1.4.7. Bridge Design
 - 1.4.7.1. Establish Criteria and Procedures
 - 1.4.7.2. Bridge layouts
 - 1.4.7.3. Substructure Design
 - 1.4.7.4. Superstructure Design
- 1.4.8. Retaining Wall Design
 - 1.4.8.1. Establish Criteria and Procedures
 - 1.4.8.2. Fill Wall Design
 - 1.4.8.3. Cut Wall Design
- 1.4.9. Traffic Management
 - 1.4.9.1. (By Phase)
- 1.4.10. Environmental Design
 - 1.4.10.1. Erosion Control/SWPPP
 - 1.4.10.2. Noise Wall Design
 - 1.4.10.3. Wetland and habitat Mitigation
 - 1.4.10.4. TCEQ Best Management Practices
- 1.4.11. Landscape and Aesthetic Design
 - 1.4.11.1. Landscape Design
 - 1.4.11.2. Aesthetic Design
- 1.4.12. Electrical Design
 - 1.4.12.1. Illumination
 - 1.4.12.2. Traffic Signals
- 1.4.13. ITS & TCS Design
 - 1.4.13.1. Duct Bank System and Power Supply
 - 1.4.13.2. ITS/TCS Equipment and Structures
- 1.4.14. Signage and Marking Design
 - 1.4.14.1. Overhead
 - 1.4.14.2. Small signs and pavement markings
- 1.4.15. Design Packages
 - 1.4.15.1. Package Preparation
 - 1.4.15.2. QA/QC Review
 - 1.4.15.3. Submittal
 - 1.4.15.4. TxDOT/IE Reviews
 - 1.4.15.5. Comment Resolution

1.5. Construction

- 1.5.1. General
 - 1.5.1.1. Material Submittals, Procurement and Long-lead Items

ATTACHMENT 2-2
WORK BREAKDOWN STRUCTURE REQUIREMENTS

1.5. Construction (Continued)

- 1.5.1.2. Mobilization
- 1.5.1.3. Administration
- 1.5.1.4. Quality Control
- 1.5.2. By Work Areas – NBFR, SBFR, NBGPL, SBGPL, ML, XR, etc.
 - 1.5.2.1. Removals
 - 1.5.2.1.1. Building Removals
 - 1.5.2.1.2. ROW Preparation
 - 1.5.2.1.3. Roadway Removals
 - 1.5.2.1.4. Bridge Removals
 - 1.5.2.2. Earthwork
 - 1.5.2.2.1. Topsoil Stripping and Placing
 - 1.5.2.2.2. Excavation
 - 1.5.2.2.3. Embankment
 - 1.5.2.2.4. Special Geotechnical Measures
 - 1.5.2.3. Landscaping
 - 1.5.2.3.1. Seeding and Sodding
 - 1.5.2.3.2. Fertilizer and Watering
 - 1.5.2.3.3. Special Aesthetic Landscaping (if applicable)
 - 1.5.2.4. Subgrade Treatment and Base
 - 1.5.2.4.1. Lime Treatment
 - 1.5.2.4.2. Flexible Base
 - 1.5.2.5. Pavement
 - 1.5.2.5.1. Asphalt Pavement
 - 1.5.2.5.2. Concrete Pavement
 - 1.5.2.5.3. Curb and Gutter
 - 1.5.2.5.4. Driveways
 - 1.5.2.5.5. Sidewalks and Median Paving
 - 1.5.2.6. Retaining Walls
 - 1.5.2.6.1. (By Wall No.)
 - 1.5.2.7. Bridges
 - 1.5.2.7.1. (By Bridge No.)
 - 1.5.2.8. Drainage
 - 1.5.2.8.1. Culverts
 - 1.5.2.8.2. Storm Sewer
 - 1.5.2.8.3. Riprap
 - 1.5.2.9. Traffic Control and Temporary Work
 - 1.5.2.9.1. Barricades, Signs and Traffic Handling
 - 1.5.2.9.2. Erosion Control
 - 1.5.2.9.3. Detour Construction/Removal
 - 1.5.2.9.4. Portable Traffic Barrier
 - 1.5.2.9.5. Workzone Pavement Marking
 - 1.5.2.9.6. Temporary Bridges
 - 1.5.2.9.7. Temporary Walls/Shoring
 - 1.5.2.9.8. Temporary Drainage
 - 1.5.2.9.9. Temporary Illumination
 - 1.5.2.10. Permanent Barriers
 - 1.5.2.10.1. Permanent Concrete Barriers
 - 1.5.2.10.2. Metal Beam Guard Fence

ATTACHMENT 2-2
WORK BREAKDOWN STRUCTURE REQUIREMENTS

1. 5. Construction (Continued)

- 1.5.2.10.3. Crash Attenuators
- 1.5.2.11. Signals and Illumination
 - 1.5.2.11.1. Roadway Illumination
 - 1.5.2.11.2. High Mast Illumination
 - 1.5.2.11.3. Electrical Services
 - 1.5.2.11.4. Traffic Signals
- 1.5.2.12. ITS/TCS
 - 1.5.2.12.1. Duct Bank System
 - 1.5.2.12.2. Equipment Foundations
 - 1.5.2.12.3. Support Structures and Equipment
- 1.5.2.13. Permanent Signing and Marking
 - 1.5.2.13.1. Overhead Sign Structures
 - 1.5.2.13.2. Small Signs
 - 1.5.2.13.3. Pavement Markings
- 1.5.2.14. Environmental Mitigation
 - 1.5.2.14.1. Noise Walls
 - 1.5.2.14.2. Wetland and Habitat Mitigation
- 1.5.2.15. Hazardous Materials
 - 1.5.2.15.1. Site Assessments
 - 1.5.2.15.2. Remediation

1.6. Close-out

- 1.6.1. Inspections
- 1.6.2. Punchlist
- 1.6.3. Closing Documentation
 - 1.6.3.1. As-Builts
 - 1.6.3.2. O&M's
 - 1.6.3.3. Warranty Documents
- 1.6.4. Substantial Completion
- 1.6.5. Final Acceptance

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 2-3

ORGANIZATIONAL STRUCTURE FOR COST REPORTING

RFP ADDENDUM #7

NOVEMBER 4, 2016

ATTACHMENT 2-3
ORGANIZATIONAL STRUCTURE FOR COST REPORTING

PROJECT DESCRIPTION

- 1.1. Project Administration**
 - 1.1.1. Mobilization
 - 1.1.2. Submittals and Permitting
- 1.2. Right-of Way Acquisition**
 - 1.2.1. Acquisition by TxDOT
 - 1.2.2. Acquisition by Developer
- 1.3. Utility Adjustments**
 - 1.3.1. Utility Coordination
 - 1.3.2. Utility Relocations
- 1.4. Design**
 - 1.4.1. General Activities and Field Work
 - 1.4.2. Develop Specifications
 - 1.4.3. Geotechnical Design
 - 1.4.4. Pavement Design
 - 1.4.5. Drainage Design
 - 1.4.6. Roadway Design
 - 1.4.7. Bridge Design
 - 1.4.8. Retaining Wall Design
 - 1.4.9. Traffic Management
 - 1.4.10. Environmental Design
 - 1.4.11. Landscape and Aesthetic Design
 - 1.4.12. Electrical Design
 - 1.4.13. ITS & TCS Design
 - 1.4.14. Signage and Marking Design
 - 1.4.15. Design Packages
- 1.5. Construction**
 - 1.5.1. Traffic Control and Temporary Work
 - 1.5.2. Environmental Mitigation
 - 1.5.3. Hazardous Materials
 - 1.5.4. Removals
 - 1.5.5. Earthwork
 - 1.5.6. Subgrade Treatment and Base
 - 1.5.7. Drainage
 - 1.5.8. Pavement
 - 1.5.9. Retaining Walls
 - 1.5.10. Bridges
 - 1.5.11. Permanent Barrier
 - 1.5.12. Signals and Illumination
 - 1.5.13. ITS/TCS
 - 1.5.14. Landscaping
 - 1.5.15. Permanent Signing and Marking
- 1.6. Changes Modifications**
 - 1.6.1. Change Order #xx

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 2-4

I2MS TEST FIELD FORMS

RFP ADDENDUM #7

NOVEMBER 4, 2016

ATTACHMENT 2-4 I2MS TEST FIELD FORMS

File: I2MSFieldReport.xls

File Type: Microsoft Excel (spreadsheet)

File Description: Describes what fields are required to be submitted per test, including pertinent header and footer information. All fields are required to be submitted, if possible.

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Liquid Limit, Plastic Limit, Plastic Index (DB-104-6)

Table Name: VALUE_DB104E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Liquid Limit	liquid_limit_total	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB104E_SAMPLE

Maximum Rows: 6

Field Description	Field Name	Datatype	Length	Values	Required
Dish No.	dish_no	nvarchar	100		FALSE
Liquid Limit (%)	liquid_limit	decimal	(19, 8)		FALSE
Mass of Dry Sample + Tare (g)	mass_dry_sample	decimal	(19, 8)		FALSE
Mass of Wet Sample + Tare (g)	mass_wet_sample	decimal	(19, 8)		FALSE
Moisture Content, %	moisture_content	decimal	(19, 8)		FALSE
Number of Blows	number_blows	int			FALSE
Tare Mass (g)	tare_mass	decimal	(19, 8)		FALSE

Table Name: VALUE_DB105E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Plastic Limit	plastic_limit_total	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB105E_SAMPLE

Maximum Rows: 3

Field Description	Field Name	Datatype	Length	Values	Required
Dish No.	dish_no	nvarchar	100		FALSE
Mass of Dry Sample + Tare (g)	mass_dry_sample	decimal	(19, 8)		FALSE
Mass of Wet Sample + Tare (g)	mass_wet_sample	decimal	(19, 8)		FALSE
Plastic Limit (%)	plastic_limit	decimal	(19, 8)		FALSE
Tare Mass (g)	tare_mass	decimal	(19, 8)		FALSE
Mass of Water (g)	water_mass	decimal	(19, 8)		FALSE

Table Name: VALUE_DB106E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Plastic Index	plasticity_index	int			TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE
Use Bar Linear Shrinkage to Calculate Plasticity Index?	use_bar_linear	nvarchar	100	{Yes, No}	FALSE

Bar Linear Shrinkage (DB-107-E)

Table Name: VALUE_DB107E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Calculate Plasticity Index	calculate_plasticity_index	bit		{Yes, No}	FALSE
Final Length	final_length	decimal	(19, 8)		FALSE
Initial Length	initial_length	decimal	(19, 8)		FALSE
Linear Shrinkage	linear_shrinkage	decimal	(19, 8)		TRUE
Maximum By Specification	maximum_by_specification	decimal	(19, 8)		FALSE
Minimum By Specification	minimum_by_specification	decimal	(19, 8)		FALSE
Plasticity Index	plasticity_index	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Unit	unit	nvarchar	100		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Particle Size Analysis (DB-110-E)

Table Name: VALUE_DB110E_SIEVE

Maximum Rows: 6

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Percent Retained	cumulative_pct_retained	decimal	(19, 8)		TRUE
Cumulative Weight Retained	cumulative_weight_retained	decimal	(19, 8)		FALSE
Lower Spec Limit	lower_spec_limit	decimal	(19, 8)		FALSE
Master Grading	master_grading	nvarchar	100		TRUE
Sieve Size	sieve_size	nvarchar	100	CVL	TRUE
Upper Spec Limit	upper_spec_limit	decimal	(19, 8)		FALSE
Weight Retained	weight_retained	decimal	(19, 8)		FALSE

Table Name: VALUE_DB110E_TEST

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Method	individual_cumulative	nvarchar	100	{Cumulative, Individual}	FALSE
Negative No.40	negative_no_40	nvarchar	100		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE
Total	total	nvarchar	100		FALSE

Moisture-Density Work Sheet (DB-113-E)

Table Name: VALUE_DB113E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Dry Density Scale Max	dry_density_scale_max	decimal	(19, 8)		FALSE
Dry Density Scale Min	dry_density_scale_min	decimal	(19, 8)		FALSE
Dry Density Scale unit	dry_density_scale_unit	decimal	(19, 8)		FALSE
Hygroscopic Moisture	hygroscopic_moisture	decimal	(19, 8)		FALSE
Max Density (kg)	max_density_kg	decimal	(19, 8)		FALSE
Max Density (pcf)	max_density_pcf	decimal	(19, 8)		TRUE
Moisture scale max	moisture_scale_max	decimal	(19, 8)		FALSE
Moisture scale min	moisture_scale_min	decimal	(19, 8)		FALSE
Moisture scale unit	moisture_scale_unit	decimal	(19, 8)		FALSE
Optimum Moisture	optimum_moisture	decimal	(19, 8)		TRUE
Oven Dry Weight	oven_dry_weight	decimal	(19, 8)		FALSE
Soil Description	soil_desc	nvarchar	100		TRUE
Specific Gravity (Apparent)	specific_gravity	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Weight of Aggr., Pycn. & Water	weight_of_aggr	decimal	(19, 8)		FALSE
Weight of Pycnometer & Water	weight_of_pycnometer	decimal	(19, 8)		FALSE

Table Name: VALUE_DB113E_SPECIMEN

Maximum Rows: 4

Field Description	Field Name	Datatype	Length	Values	Required
Dry Density	dry_density	decimal	(19, 8)		FALSE
Dry Mass Material	dry_mass_material	decimal	(19, 8)		FALSE
Dry Mass Pan & Specimen	dry_mass_pan_specimen	decimal	(19, 8)		FALSE
Estimated Dry Density	est_dry_density	decimal	(19, 8)		FALSE
Height of Specimen	height_specimen	decimal	(19, 8)		FALSE
Mass Material	mass_material	decimal	(19, 8)		FALSE
Mass Water	mass_water	decimal	(19, 8)		FALSE
Mass Water Added	mass_water_added	decimal	(19, 8)		FALSE
Percent Water Content	pct_water_content	decimal	(19, 8)		FALSE
Percent Water On Total	pct_water_total	decimal	(19, 8)		FALSE
Tare Mass Mold	tare_mass_mold	decimal	(19, 8)		FALSE
Tare Mass Pan	tare_mass_pan	decimal	(19, 8)		FALSE
Volume Per Linear	volume_per_linear	decimal	(19, 8)		FALSE
Volume of Specimen	volume_specimen	decimal	(19, 8)		FALSE
Wet Density of Specimen	wet_density_specimen	decimal	(19, 8)		FALSE
Wet Mass Of Pan & Specimen	wet_mass_pan_specimen	decimal	(19, 8)		FALSE
Wet Mass Specimen	wet_mass_specimen	decimal	(19, 8)		FALSE
Wet Mass Specimen & Mold	wet_mass_specimen_mold	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Moisture-Density Relationship of Subgrade and Embankment Soils (DB-114-E)

Table Name: VALUE_DB114E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Dry Density Scale Max	dry_density_scale_max	decimal	(19, 8)		FALSE
Dry Density Scale Min	dry_density_scale_min	decimal	(19, 8)		FALSE
Dry Density Scale unit	dry_density_scale_unit	decimal	(19, 8)		FALSE
Hygroscopic Moisture	hygroscopic_moisture	decimal	(19, 8)		FALSE
Max Density (kg)	max_density_kg	decimal	(19, 8)		FALSE
Max Density (pcf)	max_density_pcf	decimal	(19, 8)		TRUE
Moisture scale max	moisture_scale_max	decimal	(19, 8)		FALSE
Moisture scale min	moisture_scale_min	decimal	(19, 8)		FALSE
Moisture scale unit	moisture_scale_unit	decimal	(19, 8)		FALSE
Optimum Moisture	optimum_moisture	decimal	(19, 8)		TRUE
Oven Dry Weight	oven_dry_weight	decimal	(19, 8)		FALSE
Soil Descript	soil_description	nvarchar	100		TRUE
Specific Gravity	specific_gravity	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Weight of Aggr., Pycn. & Water	weight_of_aggr	decimal	(19, 8)		FALSE
Weight of Pycnometer & Water	weight_of_pycnometer	decimal	(19, 8)		FALSE

Table Name: VALUE_DB114E_SPECIMEN

Maximum Rows: 4

Field Description	Field Name	Datatype	Length	Values	Required
Dry Density	dry_density	decimal	(19, 8)		FALSE
Dry Mass Material	dry_mass_material	decimal	(19, 8)		FALSE
Dry Mass Pan & Specimen	dry_mass_pan_specimen	decimal	(19, 8)		FALSE
Estimated Dry Density	est_dry_density	decimal	(19, 8)		FALSE
Height of Specimen	height_specimen	decimal	(19, 8)		FALSE
Mass Material	mass_material	decimal	(19, 8)		FALSE
Mass Water	mass_water	decimal	(19, 8)		FALSE
Mass Water Added	mass_water_added	decimal	(19, 8)		FALSE
Percent Water Content	pct_water_content	decimal	(19, 8)		FALSE
Percent Water Total	pct_water_total	decimal	(19, 8)		FALSE
Tare Mass Mold	tare_mass_mold	decimal	(19, 8)		FALSE
Tare Mass Pan	tare_mass_pan	decimal	(19, 8)		FALSE
Volume Per Linear mm	volume_per_linear	decimal	(19, 8)		FALSE
Volume of Specimen	volume_specimen	decimal	(19, 8)		FALSE
Wet Density of Specimen	wet_density_specimen	decimal	(19, 8)		FALSE
Wet Mass of Pan & Specimen	wet_mass_pan_specimen	decimal	(19, 8)		FALSE
Wet Mass Specimen	wet_mass_specimen	decimal	(19, 8)		FALSE
Wet Mass Specimen & Mold	wet_mass_specimen_mold	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Nuclear Density and Moisture Determination (DB-115-1)

Table Name: VALUE_DB115_1

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Density Count	density_count	int			FALSE
Density, %	density_pct	decimal	(19, 8)		TRUE
Pass/Fail	density_pct_pass_fail	nvarchar	100		FALSE
Max Density Specification Requirement	density_specification_req_max	decimal	(19, 8)		FALSE
Low Density Specification Req	density_specification_req_min	decimal	(19, 8)		FALSE
Density Standard	density_standard	int			FALSE
Determined By Test Method	determined_by_test_method	nvarchar	100	(DB-113-E, DB-114-E)	FALSE
Dry Density, pcf	dry_density_pcf	decimal	(19, 8)		TRUE
Gauge No.	gauge_no	nvarchar	100		TRUE
Maximum Dry Density	max_dry_density_pcf	decimal	(19, 8)		TRUE
Moisture Content, %	moisture_content_pct	decimal	(19, 8)		TRUE
Moisture Content Pct Pass or Fail	moisture_content_pct_pass_fail	nvarchar	100	{Pass, Fail}	FALSE
Moisture Count	moisture_count	int			FALSE
Max Moisture Specification Requirement	moisture_specification_req_max	decimal	(19, 8)		FALSE
Low Moisture Specification Req	moisture_specification_req_min	decimal	(19, 8)		FALSE
Moisture Standard	moisture_standard	int			FALSE
Optimum Moisture Content	optimum_moisture_content_pct	decimal	(19, 8)		TRUE
Probe Depth	probe_depth	decimal	(19, 8)		TRUE
Soil Description	soil_desc	nvarchar	100		TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE
Wet Density , pcf	wet_density_pcf	decimal	(19, 8)		FALSE

Soil /Aggregate Field Unit Weight Tests (DB-115-2)

Table Name: VALUE_DB115_2

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Compaction, %	compaction_pct	decimal	(19, 8)		FALSE
Compaction Required	compaction_req_pct	decimal	(19, 8)		FALSE
Dry unit weight	dry_unit_weight	decimal	(19, 8)		FALSE
Dry Weight Total Moisture Sample	dry_weight_total_moisture	decimal	(19, 8)		FALSE
Final Weight Apparatus & Sand	final_weight_apparatus	decimal	(19, 8)		FALSE
Final Weight of Sand	final_weight_sand	decimal	(19, 8)		FALSE
Initial Weight Apparatus & Sand	initial_weight_apparatus	decimal	(19, 8)		FALSE
Initial Weight of Sand	initial_weight_sand	decimal	(19, 8)		FALSE
Maximum dry unit weight	max_dry_unit_weight	decimal	(19, 8)		FALSE
Moisture Required	moisture_req_pct	decimal	(19, 8)		FALSE
Optimum Moisture (% if of dry unit weight)	optimum_moisture	decimal	(19, 8)		FALSE
Pass/Fail % Density	pass_fail_pct_density	nvarchar	100		FALSE
Pass/Fail % Moisture	pass_fail_pct_moisture	nvarchar	100		FALSE
% Moisture	pct_moisture	decimal	(19, 8)		FALSE
Sand bulk unit weight	sand_bulk_unit_weight	decimal	(19, 8)		FALSE
Soil Descript	soil_desc	nvarchar	100		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE
Total Volume-Sand Userd	total_volume	decimal	(19, 8)		FALSE
Volume of Hole	volume_hole	decimal	(19, 8)		FALSE
Volume of Surface	volume_surface	decimal	(19, 8)		FALSE
Weight of Material From Hole	weight_material_hole	decimal	(19, 8)		FALSE
Wet Unit Weight	wet_unit_weight	decimal	(19, 8)		FALSE
Wet Weight Total Moisture Sample	wet_weight_total_moisture	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Test Resistance to Degradation By Wet Ball Mill Method (DB-116-E)

Table Name: VALUE_DB116E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Method	cumulative_method	nvarchar	50	(Cumulative, Individual)	FALSE
Total of 3000g weight retained	individual_weight_retained_3000g_total	decimal	(19, 8)		FALSE
Total of 3500g weight retained	individual_weight_retained_3500g_total	decimal	(19, 8)		FALSE
Percent Soil Binder	pct_soil_binder	decimal	(19, 8)		FALSE
Percent Soil Binder Increase	pct_soil_binder_increase	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Wet Ball Mill -No.40 Individual Percent Retained	wbm_individual_pct_retained_minusno40	decimal	(19, 8)		FALSE
Wet Ball Mill No.40 Individual Percent Retained	wbm_individual_pct_retained_no40	decimal	(19, 8)		FALSE
Wet Ball Mill Initial Weight	wbm_initial_weight	decimal	(19, 8)		FALSE
Wet Ball Mill Value	wbm_value	decimal	(19, 8)		TRUE
Wet Ball Mill -No.40 Weight Retained	wbm_weight_retained_minusno40	decimal	(19, 8)		FALSE
Wet Ball Mill No.40 Weight Retained	wbm_weight_retained_no40	decimal	(19, 8)		FALSE
Total of weight retained	weight_retained_total	decimal	(19, 8)		FALSE
Washed Sieve Analysis No.40 Individual Percent Retained	wsa_individual_pct_retained_no40	decimal	(19, 8)		FALSE
Washed Sieve Analysis -No.40 Individual Percent Retained	wsa_individual_pct_retained_minusno40	decimal	(19, 8)		FALSE
Washed Sieve Analysis Initial Weight	wsa_initial_weight	decimal	(19, 8)		FALSE
Washed Sieve Analysis -No.40 Weight Retained	wsa_weight_retained_minusno40	decimal	(19, 8)		FALSE
Washed Sieve Analysis No.40 Weight Retained	wsa_weight_retained_no40	decimal	(19, 8)		FALSE

Table Name: VALUE_DB116E_SIEVE

Maximum Rows: 7

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Percent Retained	cumulative_pct_retained	decimal	(19, 8)		FALSE
3000g Cumulative Weight Retained	cumulative_weight_retained_3000g	decimal	(19, 8)		FALSE
3500g Cumulative Weight Retained	cumulative_weight_retained_3500g	decimal	(19, 8)		FALSE
Individual Percent Retained	individual_pct_retained	decimal	(19, 8)		FALSE
3000g Individual Weight Retained	individual_weight_retained_3000g	decimal	(19, 8)		FALSE
3500g Individual Weight Retained	individual_weight_retained_3500g	decimal	(19, 8)		FALSE
Sieve Size	sieve_size	nvarchar	100		FALSE
Weight Retained	weight_retained	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Triaxial Compression Tests (DB-117-E)

Table Name: VALUE_DB117E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Corrected Strength, 00 psi	average_corrected_strength_0psi	decimal	(19, 8)		TRUE
Average Corrected Strength, 15 psi	average_corrected_strength_15psi	decimal	(19, 8)		TRUE
Classification	classification	nvarchar	100		FALSE
Cohesion, psi	cohesion_psi	decimal	(19, 8)		FALSE
Correlation Factor	correlation_factor	decimal	(19, 8)		FALSE
Grade, 00 psi	grade_0psi	nvarchar	100		FALSE
Grade, 15 psi	grade_15psi	nvarchar	100		FALSE
Internal Angle of Friction	internal_angle_friction	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB117E_SPECIMEN

Maximum Rows: 8

Field Description	Field Name	Datatype	Length	Values	Required
Area, in. ²	area	decimal	(19, 8)		FALSE
Avg. Cross Sectional Area, in. ²	avg_cross_sectional_area	decimal	(19, 8)		FALSE
Average Diameter, in.	avg_diameter	decimal	(19, 8)		FALSE
Corrected Stress, psi.	corrected_stress_psi	decimal	(19, 8)		FALSE
Dry Density of Specimen, pcf	dry_density_specimen_pcf	decimal	(19, 8)		FALSE
Final Weight of Stones	final_weight_stones	decimal	(19, 8)		FALSE
Height of Stone 1, in.	height_stone1	decimal	(19, 8)		FALSE
Height of Stone 2, in.	height_stone2	decimal	(19, 8)		FALSE
I-Strain, in./in.	i_strain	decimal	(19, 8)		FALSE
Initial Height of Specimen, in.	initial_height	decimal	(19, 8)		FALSE
Lateral Pressure, psi.	lateral_pressure_psi	decimal	(19, 8)		FALSE
New Height of Specimen, in.	new_height	decimal	(19, 8)		FALSE
Moisture of Specimen, %	pct_moisture_specimen	decimal	(19, 8)		FALSE
% Strain, in./in.	pct_strain	decimal	(19, 8)		FALSE
Uncorrected Stress, psi.	uncorrected_stress_psi	decimal	(19, 8)		FALSE
Weight of Specimen	weight_specimen	decimal	(19, 8)		FALSE
Weight of Stones and Specimen	weight_stones_specimen	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Determining Soil pH (DB-128-E)

Table Name: VALUE_DB128E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Soil pH	soil_ph	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

Measuring Resistivity of Soil Materials (DB-129-E)

Table Name: VALUE_DB129E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Resistance using resistivity meter	resistance_using_meter	decimal	(19, 8)		FALSE
Resistivity	resistivity_result	decimal	(19, 8)		TRUE
A= Area of one electrode	sbfc_area	decimal	(19, 8)		FALSE
Distance between electrodes	sbfc_distance	decimal	(19, 8)		FALSE
Soil Box Factor	sbfc_factor	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

Measuring Thickness of Pavement Layer (DB-140-E)

Table Name: VALUE_DB140E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Depth:	avg_depth	decimal	(19, 8)		TRUE
Depth 1:	depth_1	decimal	(19, 8)		FALSE
Depth 2:	depth_2	decimal	(19, 8)		FALSE
Depth 3:	depth_3	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

OVF HMAC Test Data: DB-200-F, DB-207-FPR, DB-227-F, DB-236-F, DB-207-F (DB-200/07/36)

Table Name: VALUE_DB207F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Specific Gravity of Asphalt Binder	specific_gravity	decimal	(19, 3)		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	FALSE
Voids in Mineral Aggregate (VMA)	vma	decimal	(19, 1)		TRUE

Table Name: VALUE_DB207FPR

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Actual Specific Gravity (Ga):	GA	nvarchar	100		TRUE
Lab Molded Density, %:	LMD	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	nvarchar	100	CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB227F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Rice Specific Gravity (Gr):	rice_specific_gravity	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	nvarchar	100	CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB229F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Stamp Code	stamp_code	nvarchar	100	CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB229F_SIEVE

Maximum Rows: 10

Field Description	Field Name	Datatype	Length	Values	Required
Current JMF	Current_JMF	nvarchar	100		FALSE
Design JMF	Design_JMF	nvarchar	100		FALSE
Adjusted Individual % Retained	pct	decimal	(19, 8)		TRUE
Sieve Size	sieve_size	nvarchar	100	CVL	TRUE

Table Name: VALUE_DB236F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Asphalt Content, %:	AC	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	nvarchar	100	CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Sieve Analysis of Non-Surface Treatment Aggregates (DB-200-F)

Table Name: VALUE_DB200F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Weight Retained Minusno14	cumulative_weight_retained_minusno14	decimal	(19, 8)		FALSE
Dry Weight After Washing	dry_weight_after_washing	decimal	(19, 8)		FALSE
Limit As Percent	limit_as_percent	nvarchar	100	{Passing, Retained}	FALSE
Original Dry Weight	original_dry_weight	decimal	(19, 8)		FALSE
Sieve Analysis Result 1	sieve_analysis_result1	nvarchar	100		FALSE
Sieve Analysis Result 2	sieve_analysis_result2	decimal	(19, 8)		FALSE
Sieve Analysis Result 3	sieve_analysis_result3	decimal	(19, 8)		FALSE
Sieve Analysis Result 4	sieve_analysis_result4	decimal	(19, 8)		FALSE
Sieving Loss	sieving_loss	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Total Weight	total_weight	decimal	(19, 8)		FALSE
Washing Loss	washing_loss	decimal	(19, 8)		FALSE

Table Name: VALUE_DB200F_SIEVE

Maximum Rows: 12

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Percent Passing	cumulative_pct_passing	decimal	(19, 8)		TRUE
Cumulative Percent Retained	cumulative_pct_retained	decimal	(19, 8)		FALSE
Cumulative Weight Retained	cumulative_weight_retained	decimal	(19, 8)		FALSE
Individual Weight Retained	individual_weight_retained	decimal	(19, 8)		FALSE
Lower Limit Grading	lower_limit_grading	decimal	(19, 8)		FALSE
Sieve Size	sieve_size	nvarchar	100	{2", 1-3/4", 1-1/2", 1-1/4", 1", 7/8", 3/4", 5/8", 1/2", 7/16", 3/8", 5/16", 1/4", No. 4, No. 6, No. 8, No. 10, No. 14, No. 16, No. 20, No. 30, No. 40, No. 50, No. 80, No. 100, No. 200}	TRUE
Upper Limit Grading	upper_limit_grading	decimal	(19, 8)	}	FALSE
Within Grading Limits	within_grading_limits	bit			TRUE

Sand Equivalent (DB-203-F)

Table Name: VALUE_DB203F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Sand Equivalent	average_sand_equivalent	decimal	(19, 8)		TRUE
Clay No.1 Reading	clay1_reading	decimal	(19, 8)		FALSE
Clay No.2 Reading	clay2_reading	decimal	(19, 8)		FALSE
Sand No.1 Calculated	sand1_calculated	decimal	(19, 8)		FALSE
Sand No.1 Reading	sand1_reading	decimal	(19, 8)		FALSE
Sand No.1 Reported	sand1_reported	decimal	(19, 8)		FALSE
Sand No.2 Calculated	sand2_calculated	decimal	(19, 8)		FALSE
Sand No.2 Reading	sand2_reading	decimal	(19, 8)		FALSE
Sand No.2 Reported	sand2_reported	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

QC/QA Test Data (DB-207-FPL)

Table Name: VALUE_DB207FPL

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
In Place Air Void, %	air_void	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	nvarchar	100	CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Deleterious Material & Decantation For Coarse Aggr (DB-217-F)

Table Name: VALUE_DB217F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Original Weight Retained	part1_orig_weight_retained	decimal	(19, 8)		FALSE
Percent Deterious Material	part1_pct_deleterious_material	decimal	(19, 8)		TRUE
Sieve Size	part1_sieve_size	nvarchar	100		FALSE
Weight Deleterious Material	part1_weight_deleterious_material	decimal	(19, 8)		FALSE
Dry Weight after Washing	part2_dry_weight_after_washing	decimal	(19, 8)		FALSE
Percent Loss By Decantation	part2_loss_by_decantation	decimal	(19, 8)		TRUE
Original Weight Retained	part2_orig_weight_retained	decimal	(19, 8)		FALSE
Sieve Size	part2_sieve_size	nvarchar	53		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Sieve Analysis for Fine & Coarse Aggregate (DB-401-A)

Table Name: VALUE_DB401A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Equivalent Exceed 85	equivalent_exceed_85	bit			FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Total	total	decimal	(19, 8)		FALSE

Table Name: VALUE_DB401A_SIEVE

Maximum Rows: 8

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Percent Passing	cumulative_pct_passing	decimal	(19, 8)		FALSE
Cumulative Percent Retained	cumulative_pct_retained	decimal	(19, 8)		TRUE
Cumulative Weight Retained	cumulative_weight_retained	decimal	(19, 8)		FALSE
Individual Weight Retained	individual_weight_retained	decimal	(19, 8)		FALSE
Lower Spec Limit	lower_retained_spec_limit	decimal	(19, 8)		FALSE
Sieve Size	sieve_size	nvarchar	100		TRUE
Upper Spec Limit	upper_retained_spec_limit	decimal	(19, 8)		FALSE
Within Master Grading	within_master_grading	varchar	20		TRUE

Table Name: VALUE_DB402A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Fineness Modulus	fineness_modulus	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	FALSE

Decantation Test For Concrete Aggregates (DB-406-A)

Table Name: VALUE_DB406A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Dry Mass After Washing	dry_mass_after_washing	decimal	(19, 8)		FALSE
Mass of Pycnometer Containing Sample and Water To Fill After Washing	mass_of_pycnometer_after_washing	decimal	(19, 8)		FALSE
Mass of Pycnometer Containing Sample and Water To Fill Before Washing	mass_of_pycnometer_before_washing	decimal	(19, 8)		FALSE
Mass of Pycnometer Filled With Water at Approx. Same Temperature as above	mass_of_pycnometer_with_water	decimal	(19, 8)		FALSE
Original Dry Mass of Sample	original_dry_mass	decimal	(19, 8)		FALSE
% Loss	percent_loss_part1	decimal	(19, 8)		TRUE
Percent Loss	percent_loss_part2	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Test By:	test_by	nvarchar	100	{Part I - Lab Method, Part II - Field Method}	FALSE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested By - Part II	tested_by_part2	nvarchar	100	CVL	FALSE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Tested Date - Part II	tested_date_part2	datetime		MM/dd/yyyy	FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Organic Impurities in Fine Aggregate for Concrete (DB-408-A)

Table Name: VALUE_DB408A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Color of the Supernatant Liquid	color_of_supernatant_liquid	nvarchar	100	{LIGHTER THAN STANDARD, EQUAL TO STANDARD, DARKER THAN STANDARD}	TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

Deleterious Material (DB-413-A)

Table Name: VALUE_DB413A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Clay	clay_value1	decimal	(19, 8)		FALSE
Clay Percentage	clay_value2	decimal	(19, 8)		TRUE
Friable	friable_value1	decimal	(19, 8)		FALSE
Friable Percentage	friable_value2	decimal	(19, 8)		TRUE
Laminated	laminated_value1	decimal	(19, 8)		FALSE
Laminated Percentage	laminated_value2	decimal	(19, 8)		TRUE
Other	other_value1	decimal	(19, 8)		FALSE
Other Percentage	other_value2	decimal	(19, 8)		FALSE
Deleterious Material Retained	percent_deleterious_material_retained	decimal	(19, 8)		TRUE
Shale	shale_value1	decimal	(19, 8)		FALSE
Shale Percentage	shale_value2	decimal	(19, 8)		TRUE
Sieve Size	sieve_size	nvarchar	100		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE
Total	total	decimal	(19, 8)		FALSE
Total Weight Sample	total_weight_sample	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Field Form Concrete Sample - Cylinders (DB-418-A)

Table Name: VALUE_DB418A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Actual Water	actual_water	nvarchar	100		TRUE
Agg. Correction Factor	agg_correction_factor	nvarchar	100	CVL	TRUE
Agg. Size	agg_size	nvarchar	100	CVL	TRUE
Air Temperature	air_temperature	nvarchar	100		TRUE
Batch Size	batch_size	nvarchar	100		TRUE
Batch Time	batch_time	nvarchar	100		TRUE
Class of Concrete	class_of_concrete	nvarchar	100	CVL	TRUE
Concrete Temperature	concrete_temperature	nvarchar	100		TRUE
Corrected Air Content	corrected_air_content	decimal	(19, 8)		TRUE
Design Water	design_water	nvarchar	100		TRUE
Mix ID	mix_id	nvarchar	100		TRUE
Placement Air	placement_air	decimal	(19, 8)		TRUE
Placement Slump	placement_slump	decimal	(19, 8)	CVL	TRUE
Pump Air Loss	pump_air_loss	decimal	(19, 8)		TRUE
Pump Slump Loss	pump_slump_loss	decimal	(19, 8)		TRUE
Req. Strength	req_strength	nvarchar	100		TRUE
Sample Time	sample_time	nvarchar	100		TRUE
Average 7 Day Compressive Strength	seven_day_average	decimal	(19, 8)		FALSE
Slump	slump	decimal	(19, 8)		TRUE
Specimen Size	specimen_size	nvarchar	100	{4x8, 6x12}	TRUE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Ticket #	ticket_number	nvarchar	100		TRUE
Total Water	total_water	nvarchar	100		TRUE
Truck #	truck_number	nvarchar	100		TRUE
Average 28 Day Compressive Strength	twenty_eight_day_average	decimal	(19, 8)		FALSE
Unit Wt.	unit_weight	nvarchar	100		TRUE
Water Added	water_added	nvarchar	100		TRUE

Table Name: VALUE_DB418A_AVERAGE

Maximum Rows: 3

Field Description	Field Name	Datatype	Length	Values	Required
Average Age	average_age	nvarchar	100		TRUE
Average Strength	average_strength	decimal	(19, 8)		TRUE

Table Name: VALUE_DB418A_SPECIMEN

Maximum Rows: 7

Field Description	Field Name	Datatype	Length	Values	Required
Age(days)	age	nvarchar	100	CVL	TRUE
Area	area	decimal	(19, 8)		TRUE
Load(lbs)	load_lbs	decimal	(19, 8)		TRUE
Pass/Fail	pass_fail	nvarchar	5		FALSE
Specimen	specimen	nvarchar	100		FALSE
Strength	strength	decimal	(19, 8)		TRUE
Test Date	test_date	smalldatetime		MM/dd/yyyy	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Type Fracture	type_fracture	varchar	50	{A, B, C, D, E}	TRUE

Determining Pavement Thickness By Direct Measurement (DB-423-A)

Table Name: VALUE_DB423A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Measure Unit	measure_unit	nvarchar	100	{Inches, Millimeters}	FALSE
Pavement Depth	pavement_depth	decimal	(19, 8)		TRUE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB423A_LOCATION

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average	average	decimal	(19, 8)		TRUE
Measurement 1	measurement_1	decimal	(19, 8)		FALSE
Measurement 2	measurement_2	decimal	(19, 8)		FALSE
Measurement 3	measurement_3	decimal	(19, 8)		FALSE
Measurement Identification / Location	measurement_id_location	nvarchar	100		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Soil-Cement, Soil-Lime Testing (DB-120-E) ** INACTIVE **

Table Name: VALUE_DB120E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Avg. Corrected Stress, psi:	avg_corrected_stress_psi	decimal	(19, 8)		FALSE
Percent Cement, (%)	percent_cement	decimal	(19, 8)		TRUE
Performed By DB-120-E:	performed_by	nvarchar	200		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Target Percent Cement, %:	target_percent_cement	decimal	(19, 8)		FALSE
Target Stress, psi:	target_stress_psi	decimal	(19, 8)		FALSE
Tested By	tested_by	nvarchar	200	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB120E_SPECIMEN

Maximum Rows: 3

Field Description	Field Name	Datatype	Length	Values	Required
Area, in. ² :	area	decimal	(19, 8)		FALSE
Avg. Corrected Stress, psi:	avg_corrected_stress	decimal	(19, 8)		FALSE
Avg. Cross Sectional Area, in. ² :	avg_cross_section_area	decimal	(19, 8)		FALSE
Average Diameter, in.:	avg_diameter	decimal	(19, 8)		FALSE
Circumference, in.:	circumference	decimal	(19, 8)		FALSE
Corrected Stress, psi.:	corrected_stress	decimal	(19, 8)		FALSE
Dead Load, lbs.:	dead_load	decimal	(19, 8)		FALSE
Deformation at Max Load, in.	deformation_at_max_load	decimal	(19, 8)		FALSE
Height of Stone 1, in.	height_stone1	decimal	(19, 8)		FALSE
Height of Stone 2, in.	height_stone2	decimal	(19, 8)		FALSE
I-Strain, in./in.:	i_strain	decimal	(19, 8)		FALSE
Initial Height of Specimen, in.:	initial_height_specimen	decimal	(19, 8)		FALSE
Lateral Pressure, psi.:	lateral_pressure	decimal	(19, 8)		FALSE
Max. Load Reading, div.	max_load_reading	decimal	(19, 8)		FALSE
New Height of Specimen, in.:	new_height_specimen	decimal	(19, 8)		FALSE
% Strain, in./in.:	pct_strain	decimal	(19, 8)		FALSE
Percent Cement, (%)	percent_cement	decimal	(19, 8)		FALSE
Ring Factor, lbs./div	ring_factor	decimal	(19, 8)		FALSE
Specimen Number:	specimen_no	int			FALSE
Uncorr'd Stress, psi.:	uncorrected_stress	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Soil-Lime Testing: DB-121-E (DB-121-E) ** INACTIVE **

Table Name: VALUE_DB121E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Corrected Strength, 00 psi	average_corrected_strength_0psi	decimal	(19, 8)		TRUE
Average Corrected Strength, 15 psi	average_corrected_strength_15psi	decimal	(19, 8)		FALSE
Classification	classification	nvarchar	100		FALSE
Cohesion, psi	cohesion_psi	decimal	(19, 8)		FALSE
Correlation Factor	correlation_factor	decimal	(19, 8)		FALSE
Grade, 00 psi	grade_0psi	nvarchar	100		FALSE
Grade, 15 psi	grade_15psi	nvarchar	100		FALSE
Internal Angle of Friction	internal_angle_friction	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE

Table Name: VALUE_DB121E_SPECIMEN

Maximum Rows: 8

Field Description	Field Name	Datatype	Length	Values	Required
Area, in. ²	area	decimal	(19, 8)		FALSE
Avg. Cross Sectional Area, in. ²	avg_cross_sectional_area	decimal	(19, 8)		FALSE
Average Diameter, in.	avg_diameter	decimal	(19, 8)		FALSE
Corrected Stress, psi.	corrected_stress_psi	decimal	(19, 8)		FALSE
Dry Density of Specimen, pcf	dry_density_specimen_pcf	decimal	(19, 8)		FALSE
Final Weight of Stones	final_weight_stones	decimal	(19, 8)		FALSE
Height of Stone 1, in.	height_stone1	decimal	(19, 8)		FALSE
Height of Stone 2, in.	height_stone2	decimal	(19, 8)		FALSE
I-Strain, in./in.	i_strain	decimal	(19, 8)		FALSE
Initial Height of Specimen, in.	initial_height	decimal	(19, 8)		FALSE
Lateral Pressure, psi.	lateral_pressure_psi	decimal	(19, 8)		FALSE
New Height of Specimen, in.	new_height	decimal	(19, 8)		FALSE
Moisture of Specimen, %	pct_moisture_specimen	decimal	(19, 8)		FALSE
% Strain, in./in.	pct_strain	decimal	(19, 8)		FALSE
Uncorrected Stress, psi.	uncorrected_stress_psi	decimal	(19, 8)		FALSE
Weight of Specimen	weight_specimen	decimal	(19, 8)		FALSE
Weight of Stones and Specimen	weight_stones_specimen	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Density of Asphalt Stabilized Base (DB-126-E) ** INACTIVE **

Table Name: VALUE_DB126E

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Percent Asphalt in Mix(max)	asphalt_pct_max	decimal	(19, 8)		FALSE
Percent Asphalt in Mix(min)	asphalt_pct_min	decimal	(19, 8)		FALSE
Broken Method	broken_method	nvarchar	20	{Fast Break, Slow Break}	FALSE
Date Broken(max)(max)	date_broken_max	smalldatetime		MM/dd/yyyy	FALSE
Date Broken(min)	date_broken_min	smalldatetime		MM/dd/yyyy	FALSE
Density of Specimen(max)	density_of_specimen_max	decimal	(19, 8)		FALSE
Density of Specimen(min)	density_of_specimen_min	decimal	(19, 8)		FALSE
Gauge Reading(max)	gague_reading_psi_max	decimal	(19, 8)		FALSE
Gauge Reading (min)	gague_reading_psi_min	decimal	(19, 8)		FALSE
Height of Specimen(max)	height_max	decimal	(19, 8)		FALSE
Height of Specimen(min)	height_min	decimal	(19, 8)		FALSE
Measured Weight(max)	measured_weight_max	decimal	(19, 8)		FALSE
Measured Weight(min)	measured_weight_min	decimal	(19, 8)		FALSE
Minimum Allowable Density	min_allowable_density	decimal	(19, 8)		FALSE
Minimum Percent Density	min_pct_density	decimal	(19, 8)		FALSE
Minimum Specimen Unconfined Compressive Strength	min_specimen_UCS	decimal	(19, 8)		FALSE
Mold Number(max)	mold_number_max	nvarchar	100		FALSE
Mold Number(min)	mold_number_min	nvarchar	100		FALSE
Date Molded(max)	molded_date_max	smalldatetime		MM/dd/yyyy	FALSE
Date Molded(min)	molded_date_min	smalldatetime		MM/dd/yyyy	FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE
Unconfined Compressive Strength (max)	UCS_max	nvarchar	100		FALSE
Unconfined Compressive Strength (min)	UCS_min	nvarchar	100		FALSE
Volume of Mold(max)	volume_of_mold_max	decimal	(19, 8)		FALSE
Volume of Mold(min)	volume_of_mold_min	decimal	(19, 8)		FALSE
Volume of Specimen(max)	volume_of_specimen_max	decimal	(19, 8)		FALSE
Volume of Specimen(min)	volume_of_specimen_min	decimal	(19, 8)		FALSE
Weight of Filters(max)	weight_of_filters_max	decimal	(19, 8)		FALSE
Weight of Filters(min)	weight_of_filters_min	decimal	(19, 8)		FALSE
Weight of Material(max)	weight_of_mat_max	decimal	(19, 8)		FALSE
Weight of Material(min)	weight_of_mat_min	decimal	(19, 8)		FALSE
Weight of Plates(max)	weight_of_plates_max	decimal	(19, 8)		FALSE
Weight of Plates(min)	weight_of_plates_min	decimal	(19, 8)		FALSE
Weight of Specimen(max)	weight_of_specimen_max	decimal	(19, 8)		FALSE
Weight of Specimen(min)	weight_of_specimen_min	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Sieve Analysis of Surface Treatment Aggregate (DB-200-ST) ** INACTIVE **

Table Name: VALUE_DB200ST

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Sphalt	asphalt_pct	decimal	(19, 8)		FALSE
Dry Weight After Washing	dry_weight_after_washing	decimal	(19, 8)		FALSE
Moisture	moisture_pct	decimal	(19, 8)		FALSE
Original Dry Weight	orig_dry_weight	decimal	(19, 8)		FALSE
Total	pan_weight	decimal	(19, 8)		FALSE
Percent Difference	percent_difference	decimal	(19, 8)		FALSE
Sieving Loss	sieving_loss	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE
Total Weight	total_weight	decimal	(19, 8)		FALSE
Type	type	nvarchar	100	{A, B, C, D, E, L, PA, PB, PC, PD, PE, PL}	FALSE
Washing Loss	washing_loss	decimal	(19, 8)		FALSE
Weight Difference	weight_difference	decimal	(19, 8)		FALSE
PrePan	weight_retained	decimal	(19, 8)		FALSE

Table Name: VALUE_DB200ST_SIEVE

Maximum Rows: 8

Field Description	Field Name	Datatype	Length	Values	Required
Cumulative Percent Passing	cumulative_percent_passing	decimal	(19, 8)		FALSE
Lower Retained Limit	lower_retained_limit	decimal	(19, 8)		FALSE
Cumulative Percent Retained	percent_retained_cumulative	decimal	(19, 8)		FALSE
Individual Percent Retained	percent_retained_individual	decimal	(19, 8)		FALSE
Sieve Size	sieve_size	nvarchar	100		FALSE
Upper Retained Limit	upper_retained_limit	decimal	(19, 8)		FALSE
Cumulative Weight Retained	weight_retained_cumulative	decimal	(19, 8)		FALSE
Individual weight Retained	weight_retained_individual	decimal	(19, 8)		FALSE
Within Master Grading	within_master_grading	nvarchar	100		FALSE

Determining Flakiness Index (DB-224-F) ** INACTIVE **

Table Name: VALUE_DB224F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Flakiness Index	flakiness_index	decimal	(19, 8)		TRUE
Number of Particles	num_particles_1	decimal	(19, 8)		FALSE
Number of Particles	num_particles_2	decimal	(19, 8)		FALSE
Number of Particles	num_particles_3	decimal	(19, 8)		FALSE
Number of Particles Passing for 1/4" slot	slot_1_4	decimal	(19, 8)		FALSE
Number of Particles Passing for 3/8" slot	slot_3_8	decimal	(19, 8)		FALSE
Number of Particles Passing for 5/32" slot	slot_5_32	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE
Total Particles	total_particles	decimal	(19, 8)		FALSE
Total Passing Particles	total_passing_particles	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Determining Draindown Characteristics in Bituminous Materials (DB-235-F) ** INACTIVE **

Table Name: VALUE_DB235F

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Percent of Draindown for Two Samples	avg_pct_draindown	decimal	(19, 8)		FALSE
Final Weight Plate	final_weight_plate_1	decimal	(19, 8)		FALSE
Final Weight Plate	final_weight_plate_2	decimal	(19, 8)		FALSE
Initial Sample Weight	init_sample_weight_1	decimal	(19, 8)		FALSE
Initial Sample Weight	init_sample_weight_2	decimal	(19, 8)		FALSE
Initial Weight Plate	init_weight_plate_1	decimal	(19, 8)		FALSE
Initial Weight Plate	init_weight_plate_2	decimal	(19, 8)		FALSE
Percent Of Draindown	pct_draindown_1	decimal	(19, 8)		FALSE
Percent Of Draindown	pct_draindown_2	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	datetime		MM/dd/yyyy	TRUE

Resistance To Degradation By Abrasion & Impact in Los Angeles Machine (DB-410-A) ** INACTIVE **

Table Name: VALUE_DB410A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Final Weight	final_weight	decimal	(19, 8)		FALSE
Initial Weight	initial_weight	decimal	(19, 8)		FALSE
La Abrasion Type	la_abrasion_type	nvarchar	100	CVL	FALSE
La Abrasion Value	la_abrasion_value	decimal	(19, 8)		FALSE
Loss of Weight	loss_of_weight	decimal	(19, 8)		FALSE
Number of Spheres	number_of_spheres	int			FALSE
Percent Loss	percent_loss	decimal	(19, 8)		FALSE
Sieve	sieve	nvarchar	100		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE
Weight of Charge	weight_of_charge	nvarchar	100		FALSE

Table Name: VALUE_DB410A_SAMPLE

Maximum Rows: 4

Field Description	Field Name	Datatype	Length	Values	Required
Actual Weight	actual_weight	decimal	(19, 8)		FALSE
Passing Sieve	passing_sieve	nvarchar	100		FALSE
Projected Weight	projected_weight	nvarchar	100		FALSE
Retained Sieve	retained_sieve	nvarchar	100		FALSE
Within Range	within_range	bit			FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Magnesium Sulfate Soundness (DB-411-M) ** INACTIVE **

Table Name: VALUE_DB411M

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Normalized Individual Percent Retained Total	ni_pct_retained_total	decimal	(19, 8)		FALSE
% Loss Total	pct_loss_total	decimal	(19, 8)		FALSE
Soundness Loss	soundness_loss	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Weighted Average % Loss Total	weighted_avg_pct_loss_total	decimal	(19, 8)		FALSE

Table Name: VALUE_DB411M_CYCLE

Maximum Rows: 5

Field Description	Field Name	Datatype	Length	Values	Required
Cycle	cycle	nvarchar	5		FALSE
In Oven Date	in_oven_date	smalldatetime		MM/dd/yyyy	FALSE
In Oven Time In	in_oven_time_in	smalldatetime		MM/dd/yyyy	FALSE
In Oven Time Out	in_oven_time_out	smalldatetime		MM/dd/yyyy	FALSE
In Solution Date	in_solution_date	smalldatetime		MM/dd/yyyy	FALSE
In Solution Time In	in_solution_time_in	smalldatetime		MM/dd/yyyy	FALSE
In Solution Time Out	in_solution_time_out	smalldatetime		MM/dd/yyyy	FALSE
Out Oven Date	out_oven_date	smalldatetime		MM/dd/yyyy	FALSE
Out Oven Time In	out_oven_time_in	smalldatetime		MM/dd/yyyy	FALSE
Out Oven Time Out	out_oven_time_out	smalldatetime		MM/dd/yyyy	FALSE
Out Solution Date	out_solution_date	smalldatetime		MM/dd/yyyy	FALSE
Out Solution Time In	out_solution_time_in	smalldatetime		MM/dd/yyyy	FALSE
Out Solution Time Out	out_solution_time_out	smalldatetime		MM/dd/yyyy	FALSE
Remarks	remarks	nvarchar	250		FALSE

Table Name: VALUE_DB411M_PARTICLE

Maximum Rows: 8

Field Description	Field Name	Datatype	Length	Values	Required
Final Weight (g)	final_weight	decimal	(19, 8)		FALSE
Initial Weight (g)	initial_weight	decimal	(19, 8)		FALSE
Loss of Weight (g)	loss_of_weight	decimal	(19, 8)		FALSE
Normalized Individual Percent Retained	ni_pct_retained	decimal	(19, 8)		FALSE
% Loss	pct_loss	decimal	(19, 8)		FALSE
Particle Size Range Passing	size_range_passing	nvarchar	100		FALSE
Particle Size Range Retained	size_range_retained	nvarchar	100		FALSE
Weighted Average % Loss	weighted_avg_pct_loss	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Testing Of Drilled Cores Of Portland Cement Concrete (DB-424-A, Part III) ** INACTIVE **

Table Name: VALUE_DB424A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested By - Part II	tested_by_part2	nvarchar	100	CVL	FALSE
Tested By - Part III	tested_by_part3	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE
Tested Date - Part II	tested_date_part2	datetime		MM/dd/yyyy	FALSE
Tested Date - Part III	tested_date_part3	datetime		MM/dd/yyyy	FALSE

Table Name: VALUE_DB424A_CORE

Maximum Rows: 4

Field Description	Field Name	Datatype	Length	Values	Required
Age (Days)	age	int			FALSE
Compressive Strength	compressive_strength1	decimal	(19, 8)		FALSE
Compressive Strength	compressive_strength2	decimal	(19, 8)		FALSE
Diameter of Core (inches)	core_diameter1	decimal	(19, 8)		FALSE
Diameter of Core (inches)	core_diameter2	decimal	(19, 8)		FALSE
Length of Core (inches)	core_length1	decimal	(19, 8)		FALSE
Length of Core (inches)	core_length2	decimal	(19, 8)		FALSE
Core Number	core_number1	nvarchar	100		FALSE
Core Number	core_number2	nvarchar	100		FALSE
Failure Type	failure_type1	nvarchar	100		FALSE
Failure Type	failure_type2	nvarchar	100		FALSE
Max Load (Lbs)	max_load1	decimal	(19, 8)		FALSE
Max Load (Lbs)	max_load2	decimal	(19, 8)		FALSE

Texture Depth By Sand Patch Method (DB-436-A) ** INACTIVE **

Table Name: VALUE_DB436A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Average Diameter	avg_diameter	decimal	(19, 8)		FALSE
Diameter 1	measurement_1	decimal	(19, 8)		FALSE
Diameter 2	measurement_2	decimal	(19, 8)		FALSE
Diameter 3	measurement_3	decimal	(19, 8)		FALSE
Diameter 4	measurement_4	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	varchar	200	CVL	FALSE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	FALSE
Thickness	thickness	decimal	(19, 8)		FALSE
Volume of Cylinder	vol_cylinder	decimal	(19, 8)		FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Concrete Sample - Beams (DB-448-A) ** INACTIVE **

Table Name: VALUE_DB448A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Actual Water	act_water	decimal	(19, 8)		FALSE
Added Gal	added_gal	decimal	(19, 8)		FALSE
Agg. Correction Factor	agg_corr_factor	decimal	(19, 8)	CVL	FALSE
Agg Size	agg_size	nvarchar	100	CVL	FALSE
Air Temperature	air_temp	decimal	(19, 8)		FALSE
Batch Size	batch_size	decimal	(19, 8)		FALSE
Batch Time	batch_time	smalldatetime		MM/dd/yyyy	FALSE
Class of Concrete	class_concrete	nvarchar	100	CVL	FALSE
Concrete Temperature	concrete_temp	decimal	(19, 8)		FALSE
Corrected Air Content	corrected_air_content	decimal	(19, 8)	CVL	FALSE
Design Water	des_water	decimal	(19, 8)		FALSE
Mix ID	mix_id	nvarchar	100	CVL	FALSE
Qty Load	qty_load	decimal	(19, 8)		FALSE
Req. Strength, psi	req_strength	decimal	(19, 8)		FALSE
Sample Time	sample_time	smalldatetime		MM/dd/yyyy	FALSE
Slump	slump	decimal	(19, 8)	CVL	FALSE
Specimen Dimensions	spec_dimensions	nvarchar	100	CVL	FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE
Ticket Number	ticket_num	decimal	(19, 8)		FALSE
Total Water	total_water	decimal	(19, 8)		FALSE
Truck Number	truck_num	decimal	(19, 8)		FALSE
Unit Weight	unit_weight	decimal	(19, 8)		FALSE

Table Name: VALUE_DB448A_SPECIMEN

Maximum Rows: 6

Field Description	Field Name	Datatype	Length	Values	Required
Age	age	nvarchar	100	CVL	FALSE
Avg Depth	avg_depth	decimal	(19, 8)		FALSE
Avg. Width	avg_width	decimal	(19, 8)		FALSE
Correction Factor	corr_factor	decimal	(19, 8)		FALSE
Max Load, lbs	max_load_psi	decimal	(19, 8)		FALSE
Mod Rupture	mod_rupture	decimal	(19, 8)		FALSE
Pass Fail	pass_fail	nvarchar	100		FALSE
Specimen	specimen	nvarchar	100		FALSE
Test Date	test_date	smalldatetime		MM/dd/yyyy	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE

Coarse Aggregate Angularity By Fractured Faces Count (DB-460-A) ** INACTIVE **

Table Name: VALUE_DB460A

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Number of Particles w/ one or no FF	number_of_particles_with_one	int			FALSE
Number of Particles w/ 2 or more FF	number_of_particles_with_two	int			FALSE
Number of Questionable Particles	number_of_questionable_particles	int			FALSE
Percent Crushed Particles	percent_crushed_particles	decimal	(19, 8)		FALSE
Percent Crushed Particles	percent_crushed_particles_result	decimal	(19, 8)		TRUE
Sieve Size	sieve_size	nvarchar	100		FALSE
Stamp Code	stamp_code	int		CVL	TRUE
Tested By	tested_by	nvarchar	100	CVL	TRUE
Tested Date	tested_date	smalldatetime		MM/dd/yyyy	TRUE
Total Number of Particles	total_number_of_particles	int			FALSE

ATTACHMENT 2 -4 I2MS TEST FIELD FORMS

Effect of Water On Bituminous Paving Mixtures (DB-530-C) ** INACTIVE **

Table Name: VALUE_DB530C

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Estimated Percent of Stripping	est_pct_stripping	nvarchar	100		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	datetime		MM/dd/yyyy	FALSE

Determining Chloride and Sulfate Content in Soils (DB-620-J) ** INACTIVE **

Table Name: VALUE_DB620J

Maximum Rows: 1

Field Description	Field Name	Datatype	Length	Values	Required
Chloride (CL) (PPM)	chloride_ppm	decimal	(19, 8)		FALSE
Crucible + Residue Weight	crucible_residue_weight	decimal	(19, 8)		FALSE
Crucible Weight	crucible_weight	decimal	(19, 8)		FALSE
Ending	ending	decimal	(19, 8)		FALSE
Normality of AgNO3	normality_of_agno3	decimal	(19, 8)		FALSE
Residue Weight	residue_weight	decimal	(19, 8)		FALSE
Sample Weight	sample_weight_chloride	decimal	(19, 8)		FALSE
Sample Weight	sample_weight_sulfate	decimal	(19, 8)		FALSE
Stamp Code	stamp_code	int		CVL	FALSE
Starting	starting	decimal	(19, 8)		FALSE
Sulfate (SO4) (PPM)	sulfate_ppm	decimal	(19, 8)		FALSE
Tested By	tested_by	nvarchar	100	CVL	FALSE
Tested Date	tested_date	nvarchar	100		FALSE
Total	total	decimal	(19, 8)		FALSE

CQAF Sample

File: CQAFSample.xml

File Type: XML (Extensible Markup Language). The de facto standard for transferring data.

File Description: An example of an electronic submission that can be read into I2MS. The example provided was used for a previous project and passed the verification process for that particular project's inputs. This file can be submitted to I2MS via a web service run on I2MS using SOAP (Simple Object Access Protocol), which is a standard programming protocol by which software developers send data between systems.

CQAF Sample

```
<?xml version='1.0' encoding='UTF-8'?>
<form name="DB-115-1" version_no="1.0" key="0020905270501151" date="2009-05-
27T00:00:00" display_key="00209052705">
  <owner_name value="CQAF" />
  <security username="CQAFDataXfer" password="as9-3958$h@" />
  <header>
    <column name="sample_id" value="00209052705" />
    <column name="sampled_date" value="5/27/2009 12:00:00 AM" />
    <column name="sample_type" value="Random-Independent" />
    <column name="split_sample_id" />
    <column name="report_type" value="Original" />
    <column name="section" value="5.1" />
    <column name="sampled_by" value="Al Jones" />
    <column name="spec_year" value="2004" />
    <column name="material" value="14" />
    <column name="spec_item" value="247" />
    <column name="supplier" value="Pit" />
    <column name="special_provision" />
    <column name="structure_number" />
    <column name="grade" value="1" />
    <column name="sample_location" />
    <column name="feature" value="Mainlane" />
    <column name="course_lift" value="2" />
    <column name="station" value="342+49" />
    <column name="dist_from_cl" value="5' LT" />
    <column name="misc" />
    <column name="roadway" value="Loop 375" />
    <column name="direction" value="NB" />
  </header>
  <test name="DB-115-1"> <!-- This can be the same value as the form name. -->
    <table name="VALUE_DB115_1">
      <row>
        <column name="determined_by_test_method" value="DB-113-E"
        />
        <column name="max_dry_density_pcf" value="132.5" />
        <column name="optimum_moisture_content_pct" value="7.7" />
        <column name="density_standard" value="4200" />
        <column name="moisture_standard" value="420" />
        <column name="density_count" value="1045" />
        <column name="moisture_count" value="231" />
        <column name="probe_depth" value="10" />
        <column name="wet_density_pcf" value="140.5" />
        <column name="dry_density_pcf" value="133.5" />
        <column name="moisture_content_pct" value="5.2" />
        <column name="gauge_no" value="3242" />
        <column name="moisture_content_pct_pass_fail" />
        <column name="density_pct" value="100.7" />
      </row>
    </table>
  </test>
</form>
```

<column name="density_pct_pass_fail" />

CQAF Sample

<column name="density_specification_req_max" />

<column name="moisture_specification_req_max" />

<column name="soil_desc" />

<column name="density_specification_req_min" value="100" />

<column name="moisture_specification_req_min" value="5.2" />

<column name="tested_by" value="Al Jones" />

<column name="tested_date" value="5/27/2009 12:00:00 AM" />

<column name="stamp_code" value="1" />

</row>

</table>

</test>

<footer>

<column name="remarks" />

<column name="reviewed_by" />

<column name="completed_date" />

<column name="authorized_by" />

<column name="authorized_date" />

</footer>

</form>

Web Form Validation

File: WebFormValidation.xsd

File Type: XSD (XML Schema Document). Describes a schema used for an XML document.

File Description: Describes elements, annotations, and documentation used in the aforementioned XML. XSD files are the standard used to describe XML file formats and are often used to assist in developing XML files with added features such as intellisense (which is an added type ahead feature used by developers).

Web Form Validation

```
<?xml version="1.0" encoding="utf-8"?>
<xs:schema id="FormValidation" xmlns:xs="http://www.w3.org/2001/XMLSchema">
  <xs:element name="form">
    <xs:complexType>
      <xs:sequence>
        <xs:choice minOccurs="1" maxOccurs="1" id="owner">
          <xs:annotation>
            <xs:documentation>
```

The owner of the record must be supplied to upload successfully.
The user login provided in the security element
must have permission to add a record for the owner as part of the
validation process.

The record owner can be identified by a variety of properties. In
general, when submitting XML from an external source,
the owner_name attribute is the preferred method.

```
          </xs:documentation>
        </xs:annotation>
      <xs:element name="owner_name" minOccurs="1" maxOccurs="1">
        <xs:annotation>
          <xs:documentation>
            The name of the owner of this record. For example, "OVF" or
            "CQAF".
```

```
          </xs:documentation>
        </xs:annotation>
      <xs:complexType>
        <xs:attribute name="value" type="xs:string" use="required" />
      </xs:complexType>
    </xs:element>
    <xs:element name="owner_guid" minOccurs="1" maxOccurs="1">
      <xs:complexType>
        <xs:attribute name="value" type="xs:string" use="required" />
      </xs:complexType>
    </xs:element>
    <xs:element name="owner_id" minOccurs="1" maxOccurs="1">
      <xs:complexType>
        <xs:attribute name="value" type="xs:int" use="required" />
      </xs:complexType>
    </xs:element>
  </xs:choice>
  <xs:element name="security" minOccurs="1" maxOccurs="1">
    <xs:annotation>
      <xs:documentation>
        User login credentials must be provided to upload a record.
        Supply a username and password.
      </xs:documentation>
    </xs:annotation>
```

<xs:complexType>

Web Form Validation

<xs:attribute name="user_guid" type="xs:string" />

<xs:attribute name="username" type="xs:string" />

<xs:attribute name="password" type="xs:string" />

</xs:complexType>

</xs:element>

<xs:element name="header" minOccurs="0" maxOccurs="1">

<xs:annotation>

<xs:documentation>

The collection of header column values common to multiple forms.

</xs:documentation>

</xs:annotation>

<xs:complexType>

<xs:sequence>

<xs:element name="column" type="ColumnType" maxOccurs="unbounded" />

</xs:sequence>

</xs:complexType>

</xs:element>

<xs:element name="test" minOccurs="0" maxOccurs="unbounded">

<xs:annotation>

<xs:documentation>

Container element for Body Table elements, which contain the data specific to the form type being uploaded.

This element can be used to logically group the body tables by the test method they represent, but it is not required to do so.

All body table elements can be placed under one test element, and the test name attribute is inconsequential.

</xs:documentation>

</xs:annotation>

<xs:complexType>

<xs:sequence>

<xs:element name="table" minOccurs="1" maxOccurs="unbounded">

<xs:annotation>

<xs:documentation>

A collection of rows of form data for a specific table.

The number of rows permitted for each table depends on the form and table name. For testing forms, the number of rows allowed for each table can be found in the I2MS Test Form Fields report.

</xs:documentation>

</xs:annotation>

<xs:complexType>

<xs:sequence>

<xs:element name="row" minOccurs="0" maxOccurs="unbounded">

<xs:annotation>

<xs:documentation>

A collection of body column values.

</xs:documentation>
</xs:annotation>
Web Form Validation

```
<xs:complexType>
  <xs:sequence>
    <xs:element name="column" type="ColumnType"
minOccurs="0" maxOccurs="unbounded" />
  </xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
<xs:attribute name="name" type="xs:string" use="required">
  <xs:annotation>
    <xs:documentation>
      The name of the body table.
```

For testing forms, the list of supported table names can be found in the I2MS Test Form Fields report.

```
</xs:documentation>
</xs:annotation>
</xs:attribute>
</xs:complexType>
</xs:element>
</xs:sequence>
<xs:attribute name="name" type="xs:string" use="required" />
</xs:complexType>
</xs:element>
<xs:element name="footer" minOccurs="0" maxOccurs="1">
  <xs:annotation>
    <xs:documentation>
      The collection of footer column values common to multiple forms.
    </xs:documentation>
  </xs:annotation>
</xs:complexType>
<xs:sequence>
  <xs:element name="column" type="ColumnType" minOccurs="0"
maxOccurs="unbounded" />
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
<xs:attribute name="name" form="unqualified" type="xs:string" use="required" >
  <xs:annotation>
    <xs:documentation>
      The short name of the I2MS form for which data is being
submitted. This value determines the data columns that are supported and required
for the header, body, and footer elements.
```

For testing forms, the list of supported form names can be found in the I2MS Test Form Fields report.

Web Form Validation

The form name is the value in parentheses for each subheading under the Body Fields section.

```
</xs:documentation>
</xs:annotation>
</xs:attribute>
<xs:attribute name="key" form="unqualified" use="required">
  <xs:annotation>
    <xs:documentation>
      A value representing the test record in I2MS. This value is
      required to be unique for each owner (OVF/CQAF).
      The same key is used for all revisions of the record. To add a
      new revision, supply the same key with the new form data and a
      new value for the version_no attribute.
    </xs:documentation>
  </xs:annotation>
  <xs:simpleType>
    <xs:restriction base="xs:string">
      <xs:maxLength value="100"></xs:maxLength>
    </xs:restriction>
  </xs:simpleType>
</xs:attribute>
<xs:attribute name="version_no" use="required">
  <xs:annotation>
    <xs:documentation>
      The version number of this revision within the series of revisions
      identified by the key attribute.
      The revision in the series with the greatest version number will be
      considered the latest revision regardless of the order in which revisions were submitted to I2MS.
      Submitting a record with the same key and version number as
      another record in the system is an error.
    </xs:documentation>
  </xs:annotation>
  <xs:simpleType>
    <xs:restriction base="xs:decimal">
      <xs:totalDigits value="19" />
      <xs:fractionDigits value="9" />
    </xs:restriction>
  </xs:simpleType>
</xs:attribute>
<xs:attribute name="display_key">
  <xs:annotation>
    <xs:documentation>
```

The value displayed to users as the ID value of the record (for example, Sample ID for testing forms).

This value is not required to be unique.

```
</xs:documentation>
</xs:annotation>
<xs:simpleType>
  <xs:restriction base="xs:string">
```

Web Form Validation

```
    <xs:maxLength value="100"></xs:maxLength>
  </xs:restriction>
</xs:simpleType>
</xs:attribute>
<xs:attribute name="version_key">
  <xs:annotation>
```

<xs:documentation>
 An optional identifier for this revision. For example, when submitting XML to I2MS from an external source, this could be the Version ID of the record in the external system.

```
    </xs:documentation>
  </xs:annotation>
</xs:simpleType>
  <xs:restriction base="xs:string">
    <xs:maxLength value="100"></xs:maxLength>
  </xs:restriction>
</xs:simpleType>
</xs:attribute>
<xs:attribute name="action_name" type="xs:string">
  <xs:annotation>
```

<xs:documentation>
 The name of a custom workflow action to execute when submitting the form. The user login submitting the form must have permissions in I2MS for the action and validation rules must pass before allowing the action.

When submitting XML to I2MS from an external source, this attribute should generally be omitted unless other instructions have been provided.

```
    </xs:documentation>
  </xs:annotation>
</xs:attribute>
<xs:attribute name="date" type="xs:dateTime">
  <xs:annotation>
```

<xs:documentation>
 The value displayed to users as the date of the record (for example, Sampled Date for testing forms).

```
    </xs:documentation>
  </xs:annotation>
</xs:attribute>
</xs:complexType>
</xs:element>
```

```
<xs:complexType name="ColumnType">
  <xs:attribute name="name" type="xs:string" use="required">
    <xs:annotation>
      <xs:documentation>
```

The name of the column for which a value is being provided.

Web Form Validation

For testing forms, the list of supported data columns can be found
in the I2MS Test Form Fields report.

```
      </xs:documentation>
    </xs:annotation>
  </xs:attribute>
  <xs:attribute name="value" type="xs:string" use="optional">
    <xs:annotation>
      <xs:documentation>
        The value of the column.
      </xs:documentation>
    </xs:annotation>
  </xs:attribute>
</xs:complexType>
```

```
</xs:schema>
```

Form Submission Service

File: FormSubmissionService.wsdl

File Type: WSDL (Web Services Description Language). Describes a web service and its respective protocols in XML format.

File Description: Describes the web service used by I2MS for submitting data electronically for the purposes of Validation (i.e. Verification) and Submission. The I2MS system takes in data electronically via a web service (often via the SOAP protocol), for the purposes of verifying or submitting a test (submitted in XML format).

Form Submission Service

```
<?xml version="1.0" encoding="utf-8"?>
<wsdl:definitions xmlns:s="http://www.w3.org/2001/XMLSchema"
xmlns:soap12="http://schemas.xmlsoap.org/wsdl/soap12/"
xmlns:mime="http://schemas.xmlsoap.org/wsdl/mime/" xmlns:tns="http://tempuri.org/"
xmlns:soap="http://schemas.xmlsoap.org/wsdl/soap/"
xmlns:tm="http://microsoft.com/wsdl/mime/textMatching/"
xmlns:http="http://schemas.xmlsoap.org/wsdl/http/"
xmlns:soapenc="http://schemas.xmlsoap.org/soap/encoding/"
targetNamespace="http://tempuri.org/" xmlns:wsdl="http://schemas.xmlsoap.org/wsdl/">
  <wsdl:types>
    <s:schema elementFormDefault="qualified" targetNamespace="http://tempuri.org/">
      <s:element name="SubmitForm">
        <s:complexType>
          <s:sequence>
            <s:element minOccurs="0" maxOccurs="1" name="xmlForm" type="s:string" />
          </s:sequence>
        </s:complexType>
      </s:element>
      <s:element name="SubmitFormResponse">
        <s:complexType>
          <s:sequence>
            <s:element minOccurs="1" maxOccurs="1" name="SubmitFormResult" type="s:int" />
          </s:sequence>
        </s:complexType>
      </s:element>
      <s:element name="ValidateForm">
        <s:complexType>
          <s:sequence>
            <s:element minOccurs="0" maxOccurs="1" name="xmlForm" type="s:string" />
          </s:sequence>
        </s:complexType>
      </s:element>
      <s:element name="ValidateFormResponse">
        <s:complexType>
          <s:sequence>
            <s:element minOccurs="0" maxOccurs="1" name="ValidateFormResult" type="s:string" />
          </s:sequence>
        </s:complexType>
      </s:element>
    </s:schema>
  </wsdl:types>
  <wsdl:message name="SubmitFormSoapIn">
    <wsdl:part name="parameters" element="tns:SubmitForm" />
  </wsdl:message>
  <wsdl:message name="SubmitFormSoapOut">
```



```
<wsdl:part name="parameters" element="tns:SubmitFormResponse" />
</wsdl:message>
```

Form Submission Service

```
<wsdl:message name="ValidateFormSoapIn">
  <wsdl:part name="parameters" element="tns:ValidateForm" />
</wsdl:message>
<wsdl:message name="ValidateFormSoapOut">
  <wsdl:part name="parameters" element="tns:ValidateFormResponse" />
</wsdl:message>
<wsdl:portType name="FormSubmissionServiceSoap">
  <wsdl:operation name="SubmitForm">
    <wsdl:input message="tns:SubmitFormSoapIn" />
    <wsdl:output message="tns:SubmitFormSoapOut" />
  </wsdl:operation>
  <wsdl:operation name="ValidateForm">
    <wsdl:input message="tns:ValidateFormSoapIn" />
    <wsdl:output message="tns:ValidateFormSoapOut" />
  </wsdl:operation>
</wsdl:portType>
<wsdl:binding
                                name="FormSubmissionServiceSoap"
type="tns:FormSubmissionServiceSoap">
  <soap:binding transport="http://schemas.xmlsoap.org/soap/http" />
  <wsdl:operation name="SubmitForm">
    <soap:operation soapAction="http://tempuri.org/SubmitForm" style="document" />
    <wsdl:input>
      <soap:body use="literal" />
    </wsdl:input>
    <wsdl:output>
      <soap:body use="literal" />
    </wsdl:output>
  </wsdl:operation>
  <wsdl:operation name="ValidateForm">
    <soap:operation soapAction="http://tempuri.org/ValidateForm" style="document" />
    <wsdl:input>
      <soap:body use="literal" />
    </wsdl:input>
    <wsdl:output>
      <soap:body use="literal" />
    </wsdl:output>
  </wsdl:operation>
</wsdl:binding>
<wsdl:binding
                                name="FormSubmissionServiceSoap12"
type="tns:FormSubmissionServiceSoap">
  <soap12:binding transport="http://schemas.xmlsoap.org/soap/http" />
  <wsdl:operation name="SubmitForm">
    <soap12:operation soapAction="http://tempuri.org/SubmitForm" style="document" />
    <wsdl:input>
      <soap12:body use="literal" />
    </wsdl:input>
```

```
</wsdl:input>
<wsdl:output>
  <soap12:body use="literal" />
```

Form Submission Service

```
</wsdl:output>
</wsdl:operation>
<wsdl:operation name="ValidateForm">
  <soap12:operation soapAction="http://tempuri.org/ValidateForm" style="document" />
  <wsdl:input>
    <soap12:body use="literal" />
  </wsdl:input>
  <wsdl:output>
    <soap12:body use="literal" />
  </wsdl:output>
</wsdl:operation>
</wsdl:binding>
<wsdl:service name="FormSubmissionService">
  <wsdl:port
    name="FormSubmissionServiceSoap"
    binding="tns:FormSubmissionServiceSoap">
    <soap:address
      location="https://i2ms-
sh130.txdot.gov/i2ms/i2ms/formsubmissionservice.asmx" />
    </wsdl:port>
    <wsdl:port
      name="FormSubmissionServiceSoap12"
      binding="tns:FormSubmissionServiceSoap12">
      <soap12:address
        location="https://i2ms-
sh130.txdot.gov/i2ms/i2ms/formsubmissionservice.asmx" />
      </wsdl:port>
    </wsdl:service>
</wsdl:definitions>
```

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-1

**CITY OF DAYTON (LIBERTY COUNTY) MUNICIPAL
MAINTENANCE AGREEMENT**

RFP ADDENDUM #7

NOVEMBER 4, 2016

Municipal Maintenance Agreement

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made this 17th day of August, 19 93, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of DAYTON, LIBERTY County, Texas (population 5,151, 19 90, Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

WITNESSETH

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such City; and

WHEREAS, the Engineer-Director, acting for and in behalf of the State Highway and Public Transportation Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision and regulation of State Highway routes within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the State Highway and Public Transportation Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.

Post-it® Fax Note	7671	Date <u>4-24-09</u>	# of pages <u>11</u>
To <u>John Sudela</u>	From <u>Darlene Boles</u>		
Co./Dept.	Co.		
Phone #	Phone #		
Fax #	Fax #		

of 6

10. The City agrees that traffic control devices, such as signs, traffic signals and pavement markings, in respect to type of device, points of installation and necessity will be determined by traffic and engineering surveys. The City agrees that it will not install, maintain or permit the installation of any type of traffic control device which will affect or influence the utility of the State Highway routes unless approved in writing by the State. Traffic control devices installed prior to the date of this Agreement are hereby made subject to the terms of this Agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by signature of the plans.
11. The City agrees to assure the grantee's conformance, for proper construction and maintenance of access driveway facilities, in accordance with "Regulations for Access Driveways to State Highways" adopted by the State Department of Highways and Public Transportation or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the State Department of Highways and Public Transportation.
12. It is understood that the use of unused right-of-way and areas beneath structures will be as determined by a separate agreement.
13. On those State Highway routes and portions thereof which are listed and/or graphically shown on Exhibit "A" as "City Maintained" routes, the City agrees to provide bridge inspection and inventory data to the State in accordance with National Bridge Inspection Standards.

Non-Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to non-controlled access highways in addition to the "General Conditions" contained herein above. Routes of non-controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup.
3. Assist in sweeping and otherwise cleaning the pavement.
4. Assist in snow and ice control.
5. Maintain drainage facilities within the limits of the right-of-way.
6. Install and maintain normal regulatory warning and guide signs and normal markings for directing highway traffic in a safe and efficient manner. This includes school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.
7. Install, operate and maintain traffic signals in cities with less than 50,000 population.

5. Install and maintain all normal markings and signs on the main lanes and frontage roads necessary for the proper use of the facility and direction of traffic thereon. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections.
7. Maintain all drainage facilities within the limits of the right-of-way.

City's Responsibilities

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligations of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the State Department of Highways and Public Transportation.

Exhibit "A"
Non-Controlled Access Highways

C I T Y O F D A Y T O N

(Liberty County)

I. STATE MAINTAINED

- A. U.S. HIGHWAY 90: From the west city limits to the east city limits at the Liberty city limit
- B. STATE HIGHWAY 146: From the Junction U.S. Highway 90 to the south city limits
- C. STATE HIGHWAY 321: From the Junction U.S. Highway 90 to north city limits
- D. FARM-TO-MARKET 686: From the Junction State Highway 321 to the west city limits
- E. FARM-TO-MARKET 1008: From the Junction State Highway 321 to the north city limits
- F. FARM-TO-MARKET 1409: From the Junction U.S. Highway 90 to to the south city limits
- G. FARM-TO-MARKET 1960: From the Junction State Highway 321 to the west city limits

II. CITY MAINTAINED

N O N E

City of

Liberty County, Texas

Exhibit "A"
Non-Controlled Access Highways

STATE MAINTAINED: ~~XXXXXXXXXX~~
CITY MAINTAINED: N O N E

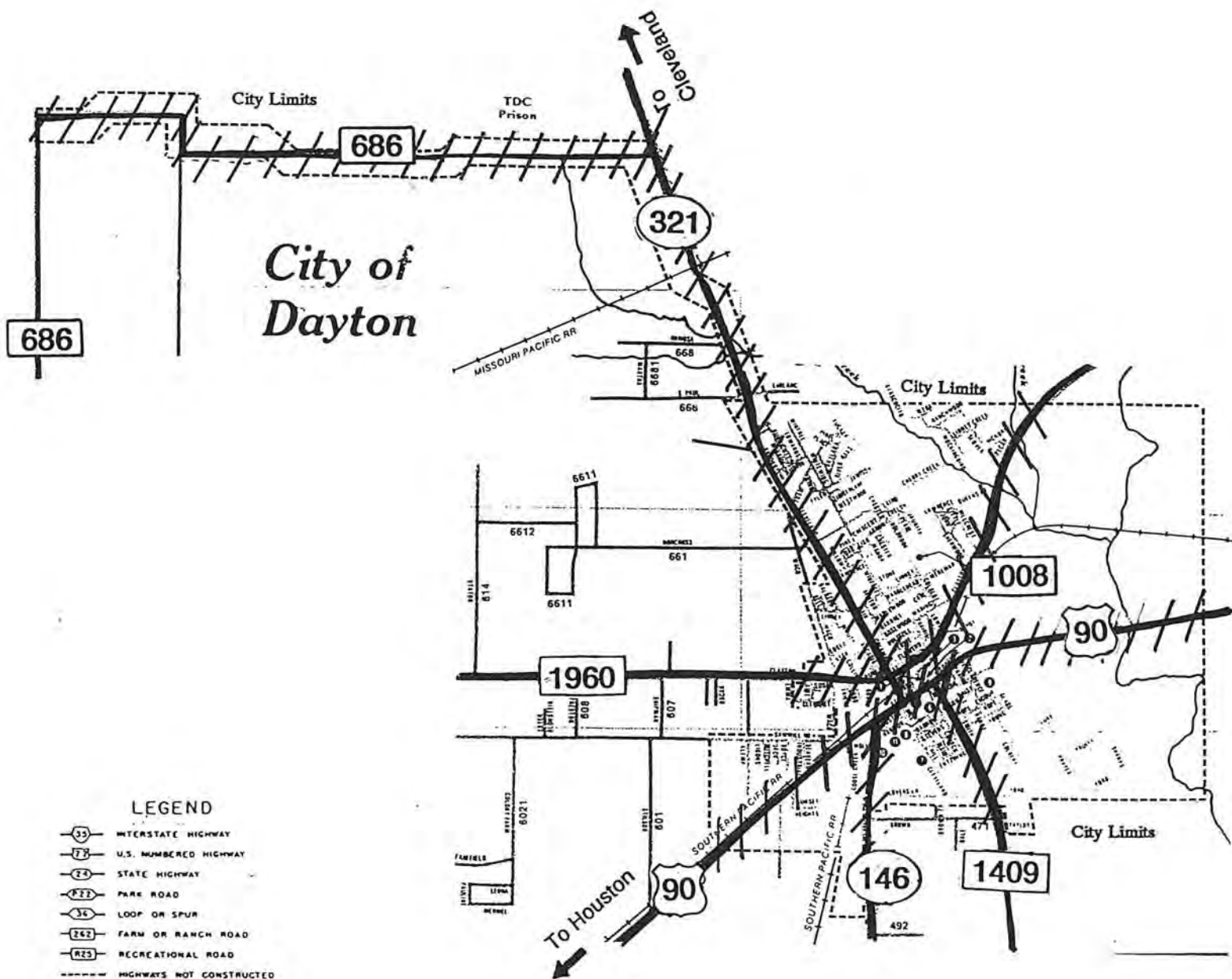


Exhibit "B"
Controlled Access Highways

C I T Y O F D A Y T O N
(Liberty County)

I. STATE MAINTAINED

N O N E

II. CITY MAINTAINED

N O N E

RESOLUTION

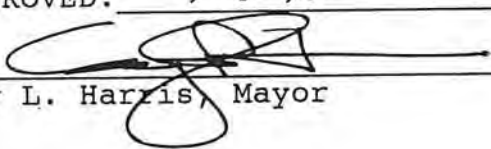
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON:

SECTION 1. That the certain agreement dated July 6, 1993 between State of Texas and the City of Dayton, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signals/illumination at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of Dayton, be and the same is hereby approved, and Guy L. Harris is hereby authorized to execute said contract on behalf of said city and to transmit the same to the State of Texas for appropriate action.

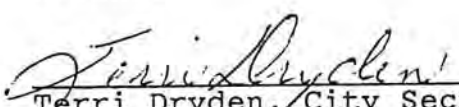
SECTION 2. That this Resolution shall take effect immediately upon its passage.

ADOPTED: 7-6-93

APPROVED: 7-6-93


Guy L. Harris, Mayor

ATTEST:


Terri Dryden, City Secretary

APPROVED AS TO FORM:


Neal Iverson, City Attorney

The City of Dayton

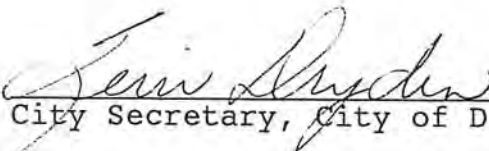
PHONE 409-258-2642

111 N. CHURCH STREET

Dayton, Texas 77535

I, Terri Dryden, City Secretary in and for the City of Dayton, Liberty County, Texas, do hereby certify that the attached is a true and correct copy of the Resolution by the City Council of the City of Dayton adopted at a regular meeting on July 6, 1993 executing the Agreement dated July 6, 1993 between the State of Texas and the City of Dayton .

Given under my hand and seal of Office, this ninth day of August, 1993.



City Secretary, City of Dayton, Texas

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-2

CITY OF MONT BELVIEU (CHAMBERS COUNTY)
MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 5th day of October, 2001, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of MONT BELVIEU, CHAMBERS County, Texas (population 2,324, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties written concurrence. Additional exhibits may also be added with both parties written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
3. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

4. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
5. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
6. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
7. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
8. Traffic control devices; such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

9. Should the City have a city-wide driveway permit process, the City will issue permits for access driveways and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or with other standards and specifications for the design, construction, and maintenance details subject to approval in writing by the State. Should the City not have a city-wide driveway permit process, the State may issue access driveway permits on State highway routes in accordance with its "Regulations for Access Driveways to State Highways".
10. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in paragraph 6 above), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 4).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in underdeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 4).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of **MONT BELVIEU** on the 24th day of September, 2001, and the Texas Department of Transportation, on the 5th day of October, 2001.

ATTEST:

Donna Lee

CITY OF **MONT BELVIEU**

BY *Mayor*
(Title of Signing Official)

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 under the authority of Minute Order 85383.

BY *Walter D. Cook*
District Engineer

BEAUMONT District

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

CITY OF MONT BELVIEU, TEXAS

Chambers County

Exhibit "A"

Non-Controlled Access Highways

I. State Maintained:

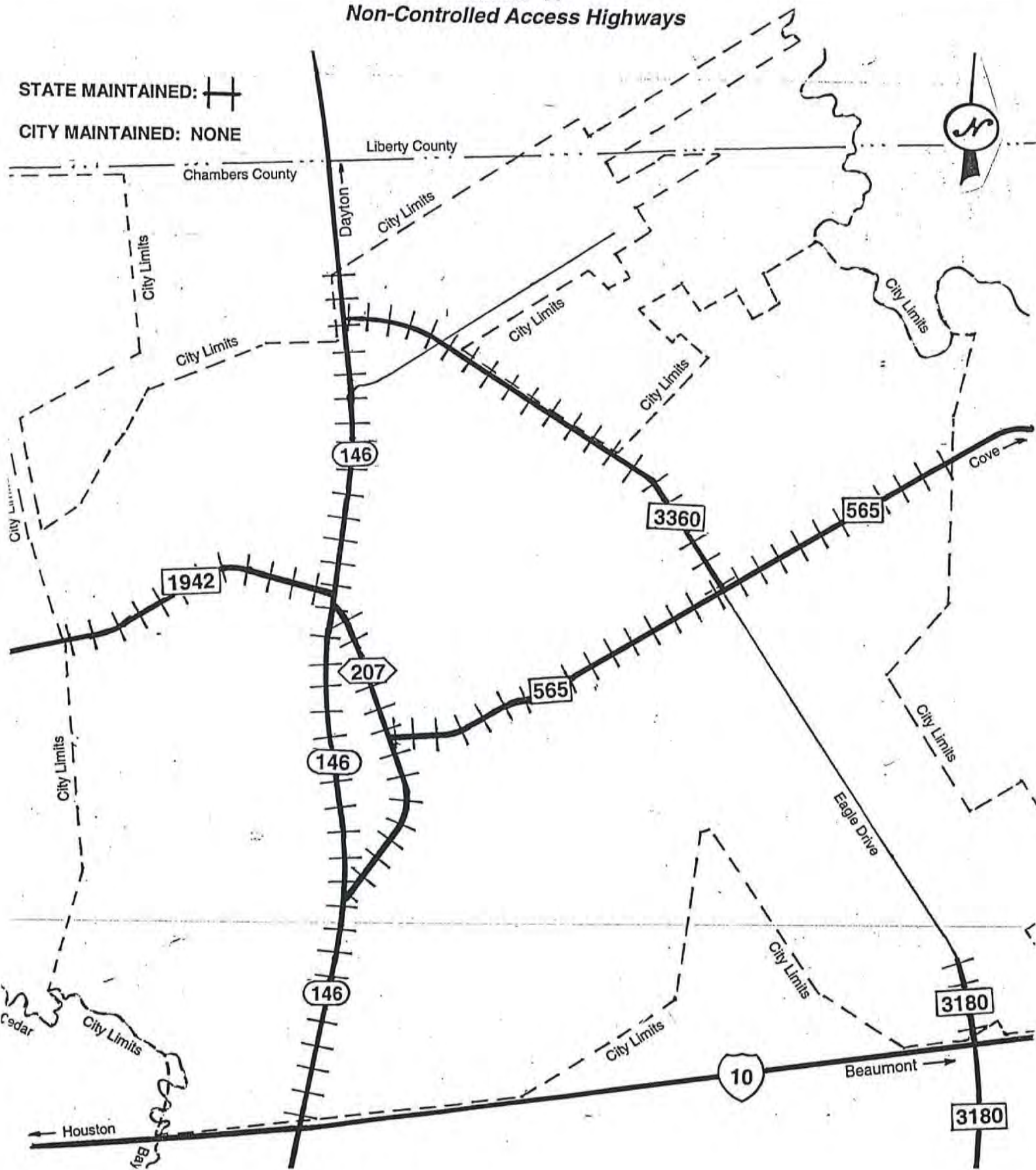
- A. State Highway 146: from the south city limits to the north city limits
- B. Farm-to-Market 565: from the junction with Loop 207 to the east city limits
- C. Farm-to-Market 1942: from the west city limits to the junction with S.H. 146
- D. Farm-to-Market 3180: from the south city limits to the end of state maintenance
- E. Farm-to-Market 3360: from the junction with F.M. 565 to the junction with S.H. 146
- F. Loop 207: from the south junction with S.H. 146 to the north junction with S.H. 146

II. City Maintained:

N O N E

CITY OF MONT BELVIEU, TEXAS
Chambers County

Exhibit "A"
Non-Controlled Access Highways



CITY OF MONT BELVIEU, TEXAS
Chambers County

Exhibit "B"
Controlled Access Highways

I. State Maintained:

N O N E

II. City Maintained:

N O N E

ORDINANCE NO. 2001-022

AN ORDINANCE APPROVING THE AGREEMENT DATED 9-24-01,
BETWEEN THE STATE OF TEXAS AND THE CITY OF **MONT BELVIEU**,
FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE
HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF **MONT BELVIEU**;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF **MONT BELVIEU**:

SECTION 1. That the certain agreement dated 9-24-01, between the State of Texas and
the City of **MONT BELVIEU** for the maintenance, control, supervision, and regulation
of certain State Highways and/or portions of State Highways in the City of **MONT BELVIEU**,
and the same is, hereby approved; and that _____ is hereby
authorized to execute said agreement on behalf of the City of **MONT BELVIEU** and to transmit
the same to the State of Texas for appropriate action.

SECTION 2. The fact that the work contemplated under the above mentioned agreement is needed, creates an
emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires
that this Ordinance take effect immediately from and after its passage and it is accordingly so ordained.

PASSED: 9-24-01

APPROVED: Ronnie Felli 9/24/01

Ronnie Felli
Mayor

ATTEST:

[Signature]
Secretary

City of **MONT BELVIEU**
Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, Phyllis B Jockwell, the duly appointed, qualified, and acting city secretary of the City of **MONT BELVIEU**, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held on 9-24, A.D., 2001, at 6:00 o'clock P. m.

To certify which, witness my hand and seal of the City of **MONT BELVIEU**, TEXAS, this due 1st day of October, 2001, at Mont Belvieu, Texas.

Phyllis B Jockwell
City Secretary of the City of

MONT BELVIEU, Texas

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-3

**CITY OF BAYTOWN (HARRIS COUNTY) MUNICIPAL
MAINTENANCE AGREEMENT**

RFP ADDENDUM #7

NOVEMBER 4, 2016



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 869-4571

June 14, 1993

Contact: DJM

Municipal Maintenance Agreement
Harris County
City of Baytown

Hon. Bobby Credille
Mayor, City of Baytown
P. O. Box 424
Baytown, Texas 77522

Dear Mayor Credille:

In April of 1989 we requested a current city limits map for the City of Baytown to update the Municipal Maintenance Agreement. Due to certain circumstances, there has been a delay in the updating of these records; however, we are now ready to proceed and are requesting your help in the verification of the current city limits of Baytown with our records.

Attached are copies of maps of the City of Baytown and exhibits delineating the controlled and non-controlled access highways within your city limits. Please verify and notify this office in writing as to the correctness of the maps. If there are any discrepancies, please send a map showing the correct city limits.

We appreciate your attention to this matter, and if you require any further information, please do not hesitate to contact Liz Gerstenberger of my office at 713/802-5567.

Sincerely,

ORIGINAL SIGNED BY
DENNIS J. MLCAK, P.E.
Dennis J. Mlcak, P.E.
Director of Maintenance
District No. 12

EKG:rs
Attachments
MMA1.LTR

JUN 15 1993

CITY OF BAYTOWN

EXHIBIT "B"

STATE CONTROLLED ACCESS HIGHWAYS

A. IH 10: West City Limit to East City Limit





The attached Exhibits "A" & "B", which consist of the Roadway Listing and Map, are amendments to the Municipal Maintenance Agreement dated April 4, 1968.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Baytown on the 27th day of March, 1981, and the State Department of Highways and Public Transportation on the 28th day of May, 1981.

ATTEST:

Edison R. Hall

CITY OF BAYTOWN

BY

Emilio S. Soto

MAYOR

(Title of Signing Official)

APPROVAL RECOMMENDED:

Frank J. Herman
District Engineer, District 12

Edward G. Lane
Engineer of Maintenance

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 State Department of Highways and Public Transportation.

BY

[Signature]
Chief Engineer of Safety and Maintenance Operations

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. State maintained

A. State Highway 146: From the southwest city limit to East Republic Avenue (base, surface, structures, and assist in mowing, litter pick up and maintenance of roadway ditches).

From East Republic Avenue to a point 458 feet northeast of Mabry Road (surface only and assist in mowing and litter pick up of median only).

From 458 feet northeast of Mabry Road to the east city limits (base, surface, structures and assist in mowing, litter pick up and maintenance of roadway ditches).

II. City maintained: None

III. The State will issue permits on rural-type sections of non-controlled access highways using the standard permit form with the clause "Subject to the concurrence of the City of Baytown." On curb and gutter sections of non-controlled access highways the State will issue no permits.

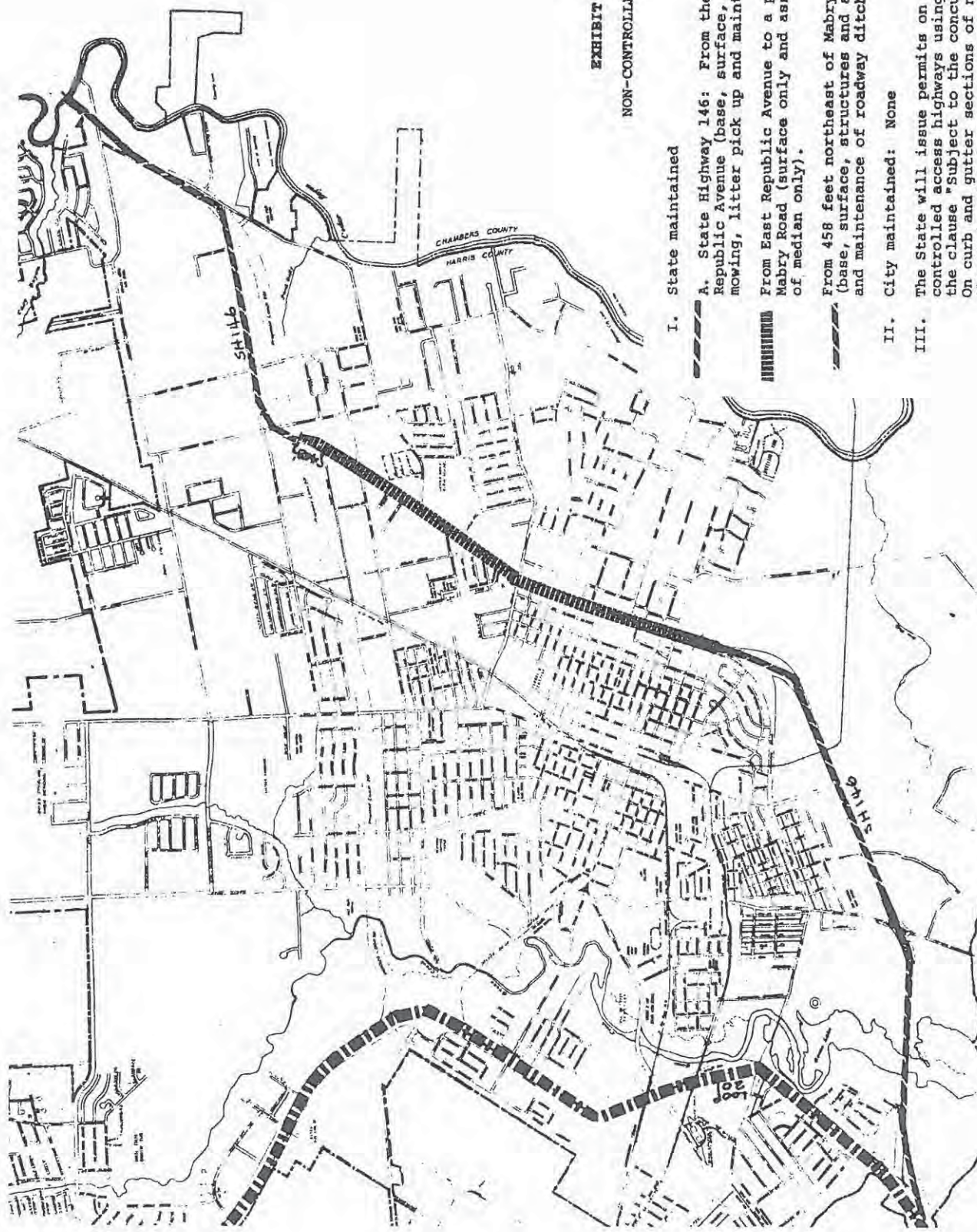


EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. State maintained

A. State Highway 146: From the southwest city limit to East Republic Avenue (base, surface, structures, and assist in mowing, litter pick up and maintenance of roadway ditches).

From East Republic Avenue to a point 458 feet northeast of Mabry Road (surface only and assist in mowing and litter pick up of median only).

From 458 feet northeast of Mabry Road to the east city limits (base, surface, structures and assist in mowing, litter pick up and maintenance of roadway ditches).

II. City maintained: None

III. The State will issue permits on rural-type sections of non-controlled access highways using the standard permit form with the clause "Subject to the concurrence of the City of Baytown." On curb and gutter sections of non-controlled access highways the State will issue no permits.

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. State maintained

A. Interstate Highway 10: From the west city limits, 2,156.32' west of centerline Garth Road, to the east city limits, 300' east of centerline Garth Road. Then from west city limits, 3,453' west of centerline T&NO Railroad to east city limits, 2,934' west of centerline T&NO Railroad.

B. Loop 201: From State Highway 146 to Spur 330.

C. Spur 330: From the north city limits to Loop 201.

II. City maintained: None

III. On controlled access highways, the Highway Department will assist the City by issuing the standard access permit form with the clause "Subject to the concurrence of the City of Baytown."

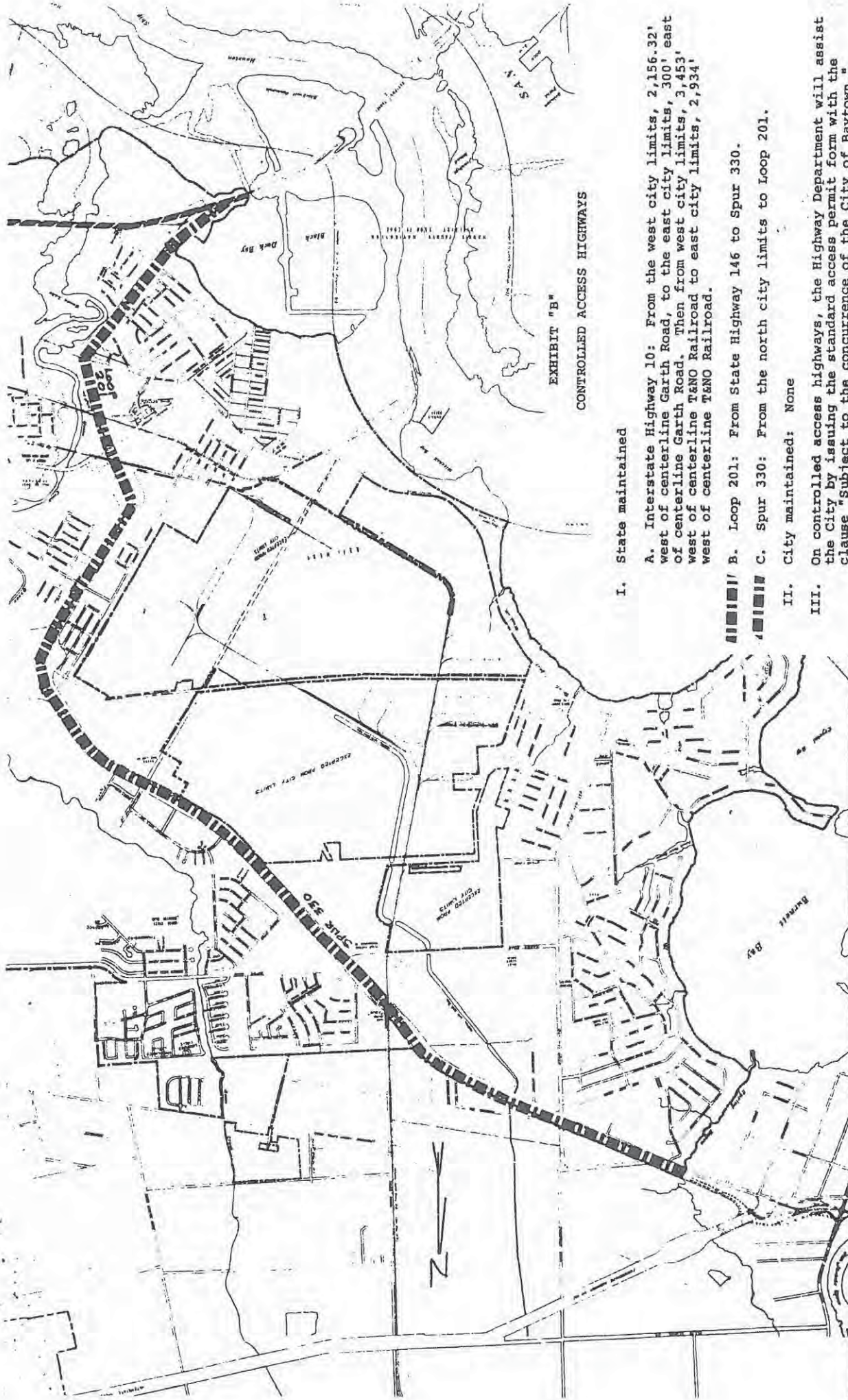


EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. State maintained

- A. Interstate Highway 10: From the west city limits, 2,156.32' west of centerline Garth Road, to the east city limits, 300' east of centerline Garth Road. Then from west city limits, 3,453' west of centerline T&NO Railroad to east city limits, 2,934' west of centerline T&NO Railroad.

- B. Loop 201: From State Highway 146 to Spur 330.

- C. Spur 330: From the north city limits to Loop 201.

II. City maintained: None

- III. On controlled access highways, the Highway Department will assist the City by issuing the standard access permit form with the clause "Subject to the concurrence of the City of Baytown."

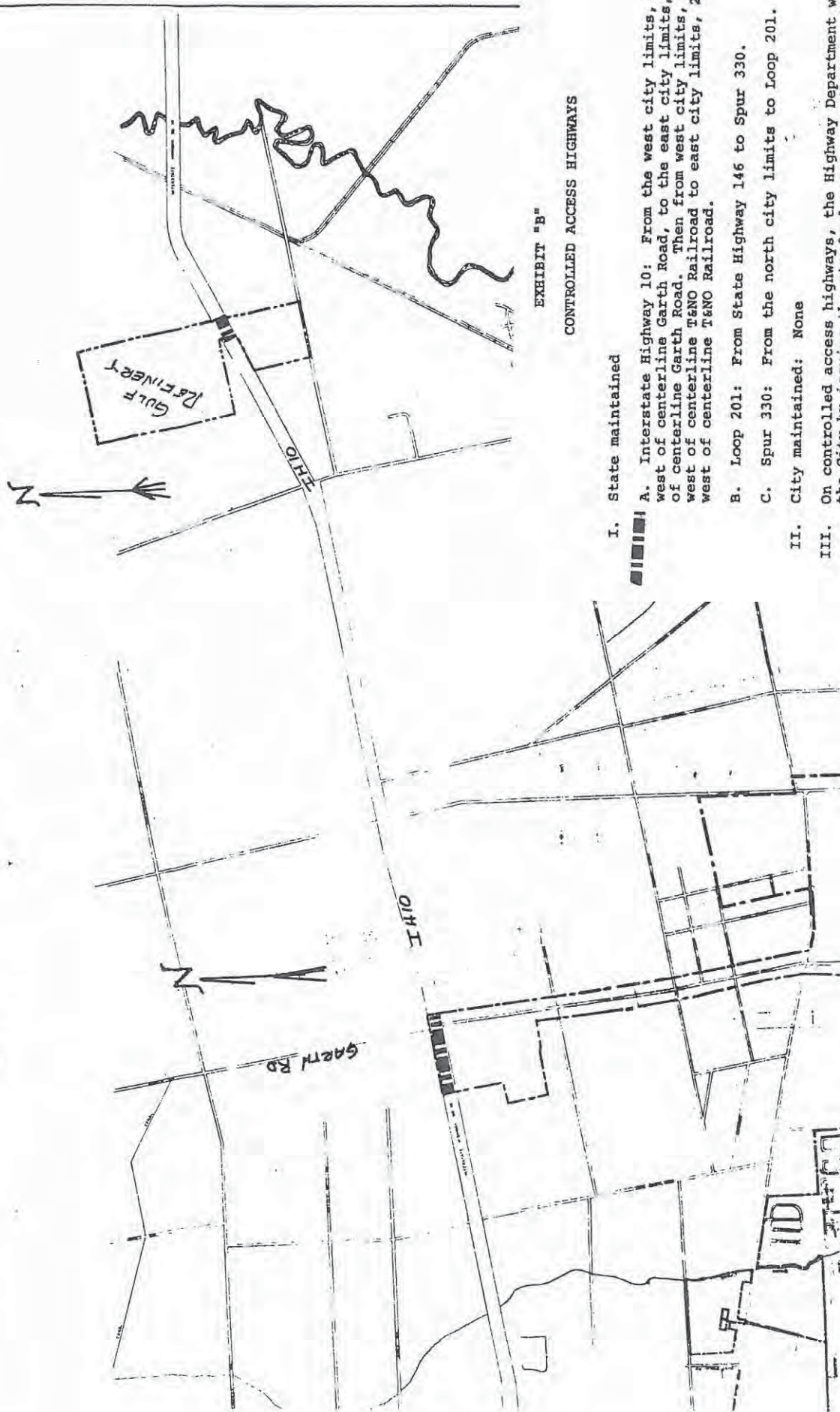


EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. State maintained

A. Interstate Highway 10: From the west city limits, 2,156.32' west of centerline Garth Road, to the east city limits, 300' east of centerline Garth Road. Then from west city limits, 3,453' west of centerline T&NO Railroad to east city limits, 2,934' west of centerline T&NO Railroad.

B. Loop 201: From State Highway 146 to Spur 330.

C. Spur 330: From the north city limits to Loop 201.

II. City maintained: None

III. On controlled access highways, the Highway Department will assist the City by issuing the standard access permit form with the clause "Subject to the concurrence of the City of Baytown."

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED April 4, 1968,
BETWEEN THE STATE OF TEXAS AND THE CITY OF Baytown,
FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF
CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE
CITY OF Baytown; AND PROVIDING FOR THE EXECUTION
OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Baytown:

SECTION 1. That the certain agreement dated April 4, 1968
between the State of Texas and the City of Baytown
for the maintenance, control, supervision and regulation of certain
State Highways and/or portions of State Highways in the City of
Baytown be, and the same is, hereby approved; and
that _____ is hereby authorized to execute said
agreement on behalf of the City of Baytown and to
transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

Secretary

City

Clerk

APPROVED AS TO FORM:

City Attorney

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 4 day of April, 1968,
by and between the State of Texas, hereinafter referred to as the "State",
party of the first part, and the City of Baytown, Harris
County, Texas (population 28,159, 1960 Federal Census) acting by
and through its duly authorized officers, hereinafter called the "City",
party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such city; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision, and regulation of State Highway routes within such city, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Highway Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the City to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.
3. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

GENERAL CONDITIONS

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.

2. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.
3. Traffic regulations including speed limits, will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.
4. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installation specifically covered by separate agreements between the City and State.
5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
6. The City shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed in Vernon's Penal Code 827a for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
7. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.
8. The City agrees that traffic control devices, such as stop and slow signs, traffic signal lights and other types of devices for traffic control, in respect to type of device, points of installation, and necessity will be fixed by agree-

ment with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that future traffic signal lights installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.

9. The City agrees to continue its responsibility for proper construction, maintenance and control of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Highway Department or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Highway Department.
10. It is understood that the use of unused right of way and areas beneath structures for parking, will be the responsibility of the City as determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.
2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".
4. Assist in snow and ice control as availability of labor and equipment will allow.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.
3. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean-up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways, and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
5. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.
6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.

2. Pass and enforce an ordinance providing for one way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practicable.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Baytown on the 4 day of April 19 68, and the Highway Department on the 15th day of April 19 68.

ATTEST:

Edna C. Blair
City Secretary

CITY OF Baytown
BY Seaborn Cravens
Moyers
(Title of Signing Official)

STATE OF TEXAS

APPROVAL RECOMMENDED:

A. E. Cummings
District Engineer, District

R. D. Spence 12
Engineer of Maintenance

BT

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 State Highway Commission.

By: C. W. Legend
Chief Engineer of Maintenance

Operations
AUTHORITY FOR EXECUTION IS ACCOMPLISHED UNDER
MINUTE ORDER NO. 60394

Note: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

- A. STATE HIGHWAY 146: From the southwest city limit to East Republic Avenue (Assist in mowing, litter pick-up, and maintenance of roadway ditches)

From East Republic Avenue to a point 458 feet northeast of Mabry Road (Assist in mowing and litter pick-up of median only)

From 458 feet northeast of Mabry to the east city limit (Assist in mowing, litter pick-up, and maintenance of roadway ditches)

- B. LOOP 201: From State Highway 146 to West Main (Assist in mowing, litter pick-up, and maintenance of roadway ditches)

II. CITY MAINTAINED: None

- III. The State will handle access driveway permits in areas where assisting in maintenance of roadway ditches

EXHIBIT "B"


CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

- A. SPUR 330: From the north city limit to Airhart Drive

II. CITY MAINTAINED: None

LEGEND

 State Maintained
 (Base, Surface, and Structures,
 and Assist in Mowing, Litter Pick-
 up, and Maintenance of Roadway
 Ditches)


 State Maintained
 (Assist in Mowing and Litter Pick-
 up of Median Only)

Exhibit "A"

The State will handle Access
 Driveway Permits in areas where
 assisting in Maintenance of
 Roadway Ditches



Baytown

Black Duck

Bay

To C L



Baytown

Black Duck Bay

State Maintained
(Controlled Access)

Exhibit "B"

LEGEND




Baytown to Port Turner & Galveston

STATE OF TEXAS §

COUNTY OF HARRIS §

I, EDNA OLIVER, the duly appointed and acting City Clerk of the City of Baytown, Harris County, Texas, do hereby certify that this is a true copy of a resolution unanimously adopted by the City Council at its regular meeting on May 23rd, 1968.

WITNESS my hand and seal of the city this the 27th day of May, 1968.



Edna Oliver, City Clerk

RESOLUTION NO. 208

A RESOLUTION APPROVING THE AGREEMENT DATED APRIL 4, 1968, BETWEEN THE STATE OF TEXAS AND THE CITY OF BAYTOWN, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN:

Section 1: That the certain agreement dated April 4, 1968 between the State of Texas and the City of Baytown, Texas for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Baytown, Texas be, and the same is, hereby approved; and that the Mayor is hereby authorized to execute said agreement on behalf of the City of Baytown, Texas and to transmit the same to the State of Texas for appropriate action.

INTRODUCED, READ and PASSED by a majority of the City Council of the City of Baytown on this the 23rd day of May, 1968.

/s/ Seaborn Cravey

Seaborn Cravey, Mayor

ATTEST:

/s/ Edna Oliver

Edna Oliver, City Clerk

APPROVED AS TO FORM:

/s/ Wm. R. Laughlin

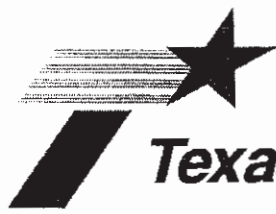
William R. Laughlin, City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-4
AMENDMENT TO CITY OF BAYTOWN (HARRIS COUNTY)
MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

November 14, 2012

Mr. Bob Leiper
City Manager
2401 Market Street
Baytown, Texas 77522

Amendment to Municipal Maintenance Agreement
Harris County
City of Baytown

Dear Mr. Leiper:

Attached is one original Agreement for your record.

If you should have any questions or need further clarification, please contact our Special Project Coordinator, Walter W. Hambrick, at (713) 802-5564.

Sincerely,

James V. Hunt, P.E.
Director of Maintenance
Houston District

WWH
Attachments
cc: Walter W. Hambrick
Todd D. Hebert

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 4th day of April 1968, the Texas Department of Transportation, the "State" and the City of Baytown, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

WHEREAS, the State under the aforementioned Agreement, provides mowing and litter clean up maintenance on 228 acres on certain state routes within the City, including SP 330, BS 146 and SH 146; and

WHEREAS, the State conducts this mowing and litter control maintenance through its mowing and litter control contractors; and

WHEREAS, the City desires to perform additional mowing and/or litter control maintenance on the aforementioned state routes; and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

CONTROLLED ACCESS HIGHWAYS

State's Duties

2. Reimburse the City for mowing and clean up litter within the outermost curbs of the frontage roads and assist in performing these operations between the right of way line and in the outermost curb or crown line of the frontage road in undeveloped areas. Reimbursement shall be limited to 3 mowing cycles per year (in approximately May, July and October), and up to 12 litter cycles per year (on a monthly basis). The rates of reimbursement shall be based on the average 2012 mowing and litter pick up cost for Harris County. The average cost for each cycle was \$37.00/acre for mowing and \$12.00/acre for litter clean up. Reimbursement may be further limited if the state adopts a statewide policy reducing the number of mowing cycles to less than three per year or the number of litter clean up cycles to less than 12 per year. If the State's policy changes to further reduce the State's

mowing or litter clean up cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

City's Duties

5. Mow and clean up litter within the outermost curbs of the frontage roads and assist in performing these operations between the right of way line and in the outermost curb or crown line of the frontage road in undeveloped areas for a minimum period of five (5) years.
6. Submit invoices for mowing and litter clean cycles at intervals as established above.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The City will also require any contractor(s) to agree to indemnify and save harmless the state from all claims and liability due the contractor(s) material or activities of itself, its agent, or employees, performed under agreement with city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to State.

Termination

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to the City to terminate this Amendment without cause upon notice after five (5) years, and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any services under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

In all other respect, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed. In all other respects, the Municipal Maintenance Agreement shall remain in full force and effect without change.

THE CITY OF BAYTOWN

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

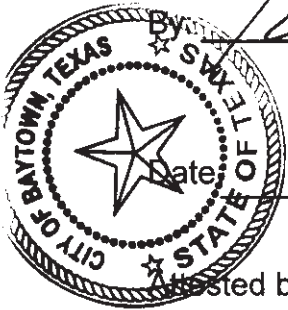
Approved:

By:

Michael W. Afford, PE
Houston District Engineer,
Texas Department of Transportation

Date:

11-13-12



By:

Robert D. Luper
City Manager

Date:

7-17-12

Attested by:

Patricia B. Bynum
City Secretary

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-5
AMENDMENT TO CITY OF BAYTOWN (HARRIS COUNTY)
MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016



MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev. 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 24 day of April 2013, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Baytown (population 71,802, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Baytown

on the 15 day of April, 2013, and the Texas Department of Transportation, on the 24 day of April, 2013.

ATTEST:

Robert D. Leiper

CITY OF BAYTOWN

BY Robert D. Leiper, City Manager

(Title of Signing Official)



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, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY

Tueben Lynaen

(District Engineer)

Beaumont

District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

CITY OF BAYTOWN, TEXAS

Chambers County

Exhibit "A"

Non-Controlled Access Highways

1. **SH 146:** **From the north city limits at IH 10, south to the
Chambers/Harris county line**
2. **FM 565:** **From the Junction of SH 146, east to the east city limits**

CITY OF BAYTOWN, TEXAS

Chambers County

Exhibit "B"

Controlled Access Highways

1. **IH 10:** **From the Chambers/Harris county line, east to the east city limits**



CITY OF BAYTOWN CERTIFICATION OF ORDINANCE

I, LETICIA BRYSCH, THE DULY APPOINTED CITY CLERK OF THE CITY OF BAYTOWN, HARRIS AND CHAMBERS COUNTIES, TEXAS, DO HEREBY CERTIFY AND ATTEST THAT AS PART OF MY DUTIES, I DO SUPERVISE AND ACT AS LAWFUL CUSTODIAN OF THE RECORDS OF THE CITY OF BAYTOWN; THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 12,235.

ORDINANCE No. 12,235

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MUNICIPAL MAINTENANCE AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING THE MAINTENANCE AND OPERATION OF STATE HIGHWAYS WITHIN THAT PORTION OF THE CITY LYING WITHIN CHAMBERS COUNTY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

ADOPTED BY THE CITY COUNCIL AT ITS MEETING HELD ON APRIL 11, 2013

WITNESS MY HAND AND SEAL OF THE CITY ON APRIL 17, 2013.


LETICIA BRYSCH, CITY CLERK



ORDINANCE NO. 12,235

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MUNICIPAL MAINTENANCE AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING THE MAINTENANCE AND OPERATION OF STATE HIGHWAYS WITHIN THAT PORTION OF THE CITY LYING WITHIN CHAMBERS COUNTY; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

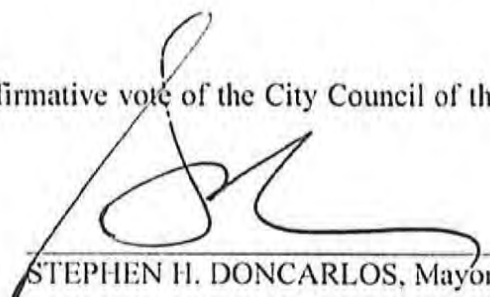
Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute the Municipal Maintenance Agreement with the State of Texas through the Texas Department of Transportation concerning the maintenance and operation of state highways within that portion of the City lying within Chambers County. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 11th day of April, 2013.

ATTEST:


LETICIA BRYSCH, City Clerk


STEPHEN H. DONCARLOS, Mayor

APPROVED AS TO FORM:


MINACIO RAMIREZ, SR., City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-6

CITY OF PATTON VILLAGE (MONTGOMERY COUNTY)
MUNICIPAL MAINTENANCE AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 869-4571

June 28, 1993

Contact: DJM

Municipal Maintenance Agreement
Montgomery County
City of Patton Village

Hon. Cecil White
Mayor Pro Tem, City of Patton Village
P. O. Box 437
Splendora, Texas 77372

Dear Sir:

In April of 1989 we requested a current city limits map for the City of Patton Village to update the Municipal Maintenance Agreement. Due to certain circumstances, there has been a delay in the updating of these records; however, we are now ready to proceed and are requesting your help in the verification of the current city limits of Patton Village with our records.

Attached is a copy of a map of the City of Patton Village and an exhibit delineating the non-controlled access highways within your city limits. Please verify and notify this office in writing as to the correctness of the map. If there are any discrepancies, please send a map showing the correct city limits.

We appreciate your attention to this matter, and if you require any further information, please do not hesitate to contact Liz Gerstenberger of my office at 713/802-5567.

Sincerely,

ORIGINAL SIGNED BY
DENNIS J. MLCIAK, P.E.
Dennis J. Mlcak, P.E.
Director of Maintenance
District No. 12

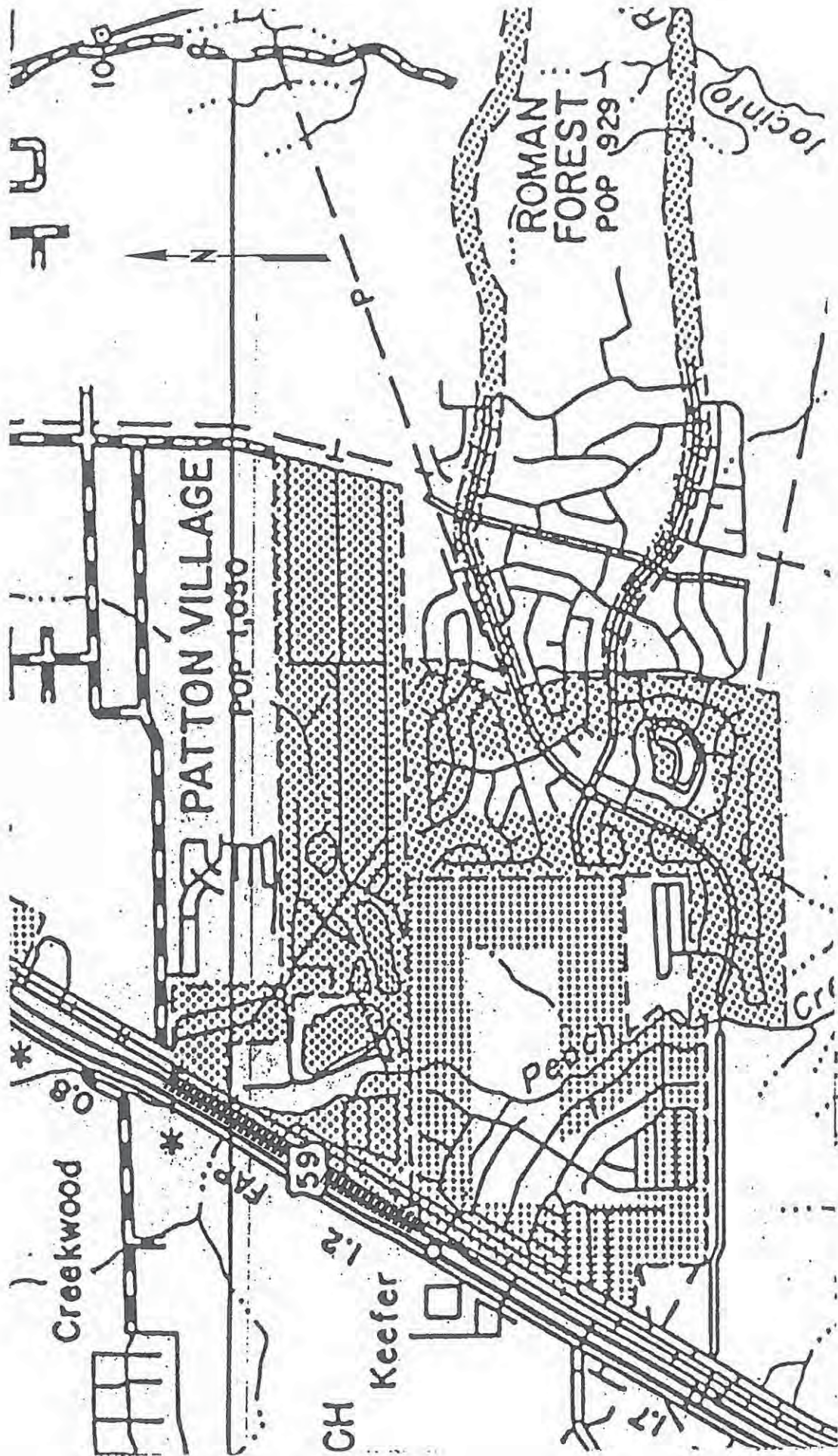
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Attachments
MMA2.LTR

CITY OF PATTON VILLAGE

EXHIBIT "A"

STATE NON-CONTROLLED ACCESS HIGHWAYS

A. US 59: North City Limit to South City Limit



February 13, 1974

Municipal Maintenance Agreement
Patton Village
Montgomery County

Hon. H. L. Patton
Mayor, City of Patton Village
Route 1, Box 500
Splendora, Texas 77372

Dear Sir:

Attached for your file is one copy of the Municipal Maintenance Agreement which has been executed by the State Highway Department.

Yours very truly,

Omer F. Poorman
District Engineer
District No. 12

Attachment
MQ/cp

cc: Mr. Poorman
Mr. Doss
Mr. Holzwarth
Mr. Anthis

Y.H.

mailed
2-13-74

Am

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS' ()

THIS AGREEMENT made this 4th day of February, 1974,
by and between the State of Texas, hereinafter referred to as the "State",
party of the first part, and the City of PATTON VILLAGE, MONTGOMERY
County, Texas (population 667, 1970 Federal Census) acting by
and through its duly authorized officers, hereinafter called the "City",
party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such city; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision, and regulation of State Highway routes within such city, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Highway Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the City to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.
3. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

GENERAL CONDITIONS

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.

2. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.
3. Traffic regulations including speed limits, will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.
4. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and State.
5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
6. The City shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed in Vernon's Penal Code 827a for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
7. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.
8. The City agrees that traffic control devices, such as stop and slow signs, traffic signal lights and other types of devices for traffic control, in respect to type of device, points of installation, and necessity will be fixed by agree-

ment with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that future traffic signal lights installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.

9. The City agrees to continue its responsibility for proper construction, maintenance and control of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Highway Department or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Highway Department.
10. It is understood that the use of unused right of way and areas beneath structures for parking, will be the responsibility of the City as determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.
2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".
4. Assist in snow and ice control as availability of labor and equipment will allow.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.
3. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean-up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways, and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
5. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.
6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.

2. Pass and enforce an ordinance providing for one way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practicable.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signa-

tures, the City of PATTON VILLAGE on the 12 day of JANUARY 1974, and the Highway Department on the 4th day of February 1974.

ATTEST:



Ronald E. Eames
City Sec

CITY OF

BY

[Signature]

Mayor

(Title of Signing Official)

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 State Highway Commission.

By:

[Signature]

Chief Engineer of Maintenance
Operations

AUTHORITY FOR EXECUTION IS ACCOMPLISHED UNDER
MINUTE ORDER NO. 67022

Note: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

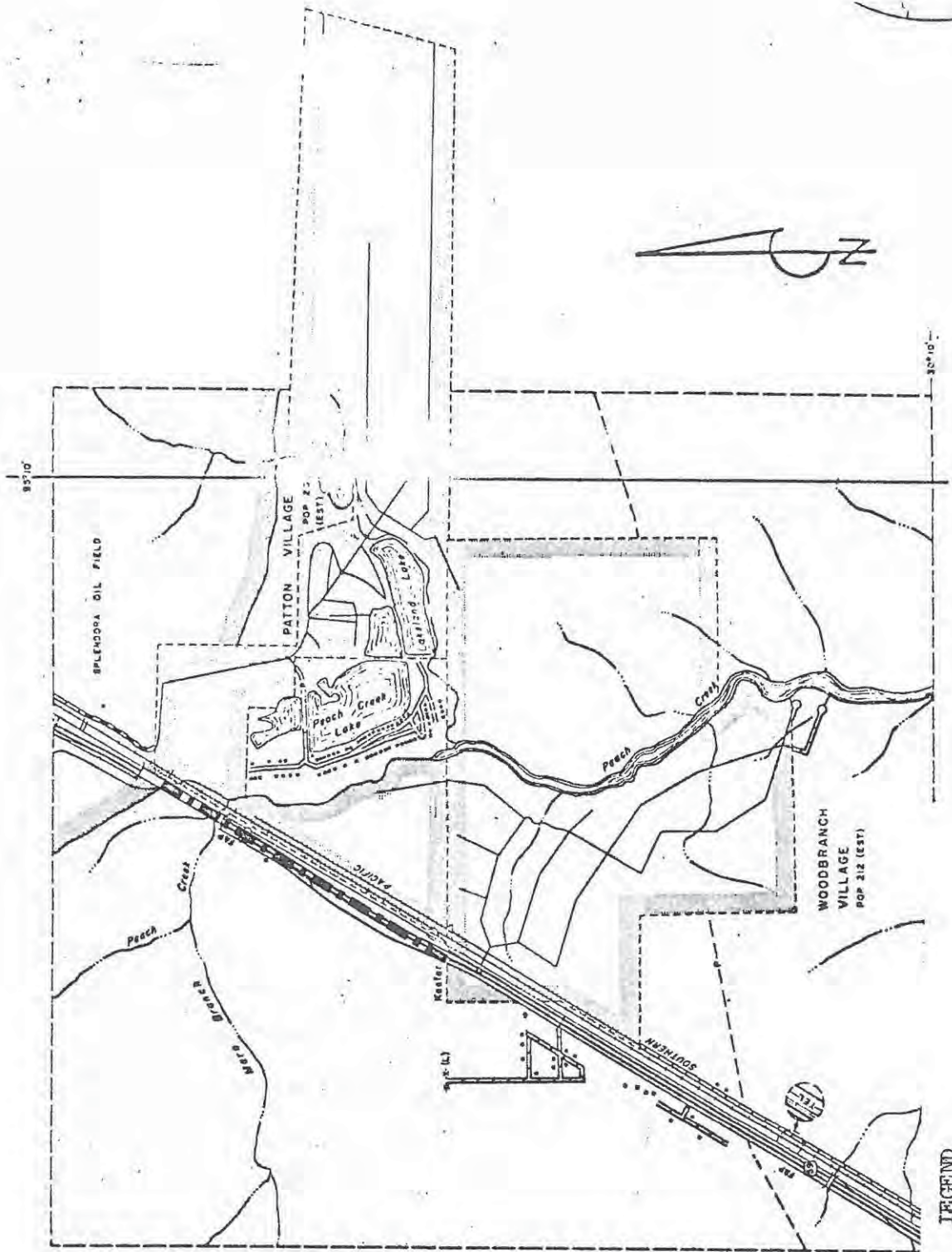
NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

- A. UNITED STATES HIGHWAY 59: From the north city limit to the south city limit (Base, Surface, Structures, Assist in mowing, litter pick-up and maintenance of roadside ditches).

II. CITY MAINTAINED: None

- III. The State will handle access driveway permits in areas where assisting in maintenance of roadway ditches.



PATTON VILLAGE

State Maintained (Base, Surface, and Structures, and Assist in Mowing, Litter Pick-up, and Maintenance of Roadway Ditches).

The State will handle Access Driveway permits in areas where assisting in Maintenance of Roadway Ditches.

EXHIBIT "A"

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF PATTON VILLAGE, COUNTY OF MONTGOMERY, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE OF THE SAID MAINTENANCE PROJECT: AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas, enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense, enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part hereof, and marked "MUNICIPAL MAINTENANCE AGREEMENT"; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked "MUNICIPAL MAINTENANCE AGREEMENT."

NOW, THEREFORE, BE IT ORDAINED by the CITY OF PATTON VILLAGE

SECTION 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance project.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked "MUNICIPAL MAINTENANCE AGREEMENT." The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

STATE OF TEXAS

COUNTY OF MONTGOMERY

I, DONALD E. EAMES, the duly
appointed, qualified and acting city secretary of the City of PATTON VILLAGE,
Texas, hereby certify that the foregoing pages constitute a true and correct copy of an
ordinance
resolution duly passed by the City Council at a meeting held on JAN. 19,
A. D., 19 74, at 10:00 o'clock A. M.

To certify which, witness my hand and seal of the City of PATTON VILLAGE,
Texas, this 19 day of JANUARY, 19 74, at
PATTON VILLAGE, Texas.



Donald E. Eames
City Secretary of the City of

PATTON VILLAGE, Texas

W. W.

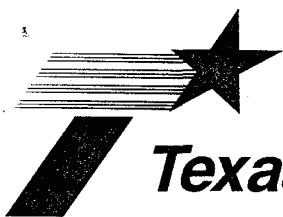
TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-7

**OVERPASS AGREEMENT INDUSTRY TRACK
(ECONORAIL) AGREEMENT, CHAMBERS COUNTRY,
TEXAS (AUGUST 1, 2003)**

RFP ADDENDUM #7

NOVEMBER 4, 2016



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

August 11, 2003

Chambers Co. - DOT No. 762 816L, RRMP5.93

TxDOT Contract No. 123XXX4014

CSJ 3510-10-003

Project NH 2003 (506)

SH 99 (Grand Parkway) at Cedar Crossing

Industry Spur Track east of Plumwood

Mr. Charles lupe

President

Cedar Crossing CCLP

11811 North Freeway, Suite 300

Houston, Texas 77060-3238

Dear Mr. lupe:

Attached is a copy of the executed Railroad original Overpass agreement for the above project. As of this date, we have not received an estimate for flagging for this project. As soon as one becomes available to you, please forward a copy to this office. The Houston District Office estimates 20 days of flagging for this project. Also, please let us know the name and telephone number of the person we need to contact for flagging schedule of trains.

The Railroad shall perform the flagging to be done by the Railroad as required by the project only after receipt of a **written Work Order** from the State. Payment will not be made for flagging done by the Railroad that is performed at the project site prior to the issuance of a "Work Order" by the State.

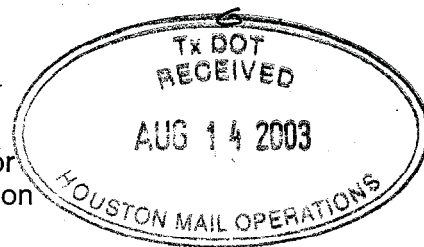
This was to let to contract **August 5, 2003**. A written Work Order will be issued to you by the Houston District Office. Materials should be assembled and work should begin at this location only after a **written Work Order** has been issued. If you have any questions regarding the scheduling of this project, please contact the Houston District Area Engineer, Texas Department of Transportation, Houston, Texas, telephone number (713) 802-5000.

Your cooperation in this matter is appreciated. If you have any questions, please contact Sher Neely at telephone number (512) 416-3208.

Sincerely,

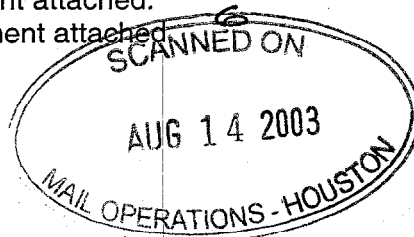
Darin K. Kosmak

Railroad Section Director
Traffic Operations Division



Attachments

cc: Steve Calles, Houston District, TxDOT - Copy of agreement attached.
Norma Lopez, Finance Division, TxDOT - Copy of agreement attached.
Bill Reed, Finance Division, TxDOT - Copy of letter.
Rosemary Zamora, Construction Division, TxDOT



Chambers County
CSJ 3510-10-003
Project NH (← 2003/506)
SH 99(Grand Parkway) at
Fisher Road east of Plumwood
DOT No. 762 816L, RRMP5.93

COUNTY OF TRAVIS §

OVERPASS AGREEMENT

WITNESSETH

A G R E E M E N T

a. The Industry hereby gives to the State and/or its' Contractor license and permission for the construction, maintenance, and use of the aforesaid overpass structure, turnaround roads, box culverts, and highway across its property and over its tracks at the intersection of the railroad and highway, as shown on the attached Exhibit "A". The license, given hereby, shall not prevent the Industry from operating its trains or multiplying or changing its tracks across the land over which license has been given or under the overpass(es) contemplated hereby, as shown on the attached Exhibit "A".

b. The Industry hereby grants additional license and permission to the State and/or its Contractor to install and maintain drainage structures, to include drainage inlets and storm water system lines and manholes on Industry right of way as shown on the attached Exhibit "A".

c. The license given subject to the rights of utility companies to maintain and operate pole and wire lines thereon and thereover, and the State will make its own arrangements with the utility companies for any necessary relocation or alteration of said pole and wire lines.

d. No legal right which the Industry now has to reconstruct, maintain, and operate its existing track and appurtenances or to construct, maintain, and operate an additional track or tracks and appurtenances upon and across said property shall in anyway be affected by the giving of this license.

e. It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

2. PLANS, ESTIMATES, CONSTRUCTION, and MAINTENANCE.

a. In order to provide for the safety of rail traffic, the Industry may provide, at State's expense, flaggers during the period of performance of work in or incident to the proposed overpass construction. The State shall give the Industry at least ten (10) days written notice prior to commencement of any flagging work hereunder.

b. The Industry shall perform the flagging to be done by the Industry, as required by the project, only after receipt of a written Work Order from the State to proceed with same. Payment will not be made for flagging done by the Industry which is performed at the project site, prior to the issuance of a "Work Order" by the State. The providing of this service shall not relieve the State and/or its Contractor of any responsibility or liability.

c. The Industry shall commence all other force account work including removing the grade crossing and all related equipment when all construction is completed on the overpass within thirty (30) days, after receipt of written notice from the State, that the work may proceed and shall proceed diligently to the conclusion of its obligations herein. Assembly of materials should be made sufficiently in advance of the work to assure prompt delivery to the jobsite.

d. The State agrees to prepare plans and specifications, subject to approval by the Industry, for the proposed overpass. Said plans and specifications, after having been approved in writing by the State and the Industry, are hereby adopted as plans and specifications covering the construction of said overpass structure and, when so approved, shall be marked "Exhibit B", and, by reference, made a part hereof. No changes on the Exhibit "B" are to be made without the written approval of such changes by the State and the Industry.

e. The State shall furnish material for and perform the work to be done by it hereunder in accordance with the approved plans and specifications. The State shall construct the overpass structure, drainage facilities, and build its roadway, sidewalks, and pavement across the Industry's right of way, as shown on the plans and in accordance with approved specifications. Upon completion of the construction activities, the State shall maintain or arrange for the maintenance of these facilities.

f. The Industry, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal pole and wire lines, pipe sewer and drainage, or other facilities or buildings located upon the Industry's right of way, which may be displaced or required by the construction of the project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during, or following

construction of said work. The Industry shall prepare a written cost estimate, subject to approval by the State, for the adjustment of such facilities, attached hereto and to be identified as Attachment "1". The Railroad should also include the costs associated with flagging and engineering in the approved estimate. Only work shown in the estimates will be reimbursed by the State.

g. The State assumes the entire responsibility for the construction, maintenance, and use of said highway upon the Industry's property at the location herein described and nothing contained herein shall ever be construed to place upon the Industry any manner of liability for injury to or death of persons, or for damage to or loss of property arising from or in any manner connected with the construction, maintenance, or use of the portion of said highway located upon the Industry's said property.

h. The Industry, under terms of this agreement, gives the State and/or its Contractor permission to enter the Industry right of way to perform routine maintenance and/or emergency work as required. This permission is granted solely for the work performed under this agreement.

3. INSURANCE.

The contract or contracts to be let by the State for the construction of the work to be undertaken by it hereunder shall provide:

a. Comprehensive General Liability Insurance Policy. The State's Contractor shall furnish evidence to the State that, with respect to the operations the Contractor performs, the Contractor carries a Standard Comprehensive General Liability Insurance Policy providing limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, and not less than two million dollars (\$2,000,000) aggregate for all occurrences.

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations.

b. Contractors' Protective Liability Insurance. The State's Contractor shall furnish evidence to the State that, with respect to the operations performed for the Contractor by subcontractors, the Contractor carries on his own behalf a Contractors' Protective Liability Insurance Policy providing for a limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, and not less than two million dollars (\$2,000,000) aggregate for all occurrences.

c. Railroad Protective Liability Insurance (which includes Bodily Injury, Property Damage, and Physical Damage Insurance). The State's Contractor shall furnish an original policy to the State for and on behalf of the Railroad which, with respect to the operations the Contractor or any subcontractors perform, provides the Standard Railroad Protective Liability Insurance Policy with a limit of not less than two million dollars (\$2,000,000) for bodily injury, property damage and physical damage to property, and not less than six million dollars (\$6,000,000) aggregate for all occurrences.

d. General. The insurance specified in paragraphs a. and b. shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the State.

The insurance specified in paragraph c. above shall be carried until all work performed on the Railroad right of way has been completed and the temporary grade crossing, if any, is no longer used by the Contractor.

4. PAYMENT.

a. No payment will be due the Industry unless a Work Order for work to begin is issued. This Work Order will normally be issued shortly after the contract letting.

b. Reimbursement to the Industry will be made for work performed and materials furnished, including but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached, in accordance with the provisions of the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration on December 9, 1991, and amendments thereto except as modified by the provisions herein. Work performed and materials furnished by the Industry will be reimbursed by the State based on actual costs incurred by the Industry as they relate to the development of the project and approved in the cost estimate.

c. The cost of preliminary engineering is ineligible for reimbursement with Federal funds due to being incurred prior to date of program approval and will therefore be reimbursed with State funds if incurred after the State's request for preparation of estimates.

d. The Industry may submit monthly bills of at least \$500.00, prepared in satisfactory form for flagging and engineering work performed. Payment will be made within thirty (30) days for as much as 95% of the costs detailed on the bills.

e. The Industry will submit a complete and final bill, including all eligible costs, when the project is completed, and the State will pay to the Industry as much as 95% of the costs detailed on the bill. The State shall make payment within thirty (30) days of receipt of the bill. After audit of the Industry's documentation for the final bill, the State will make payment of the eligible balance due the Industry.

5. TERMINATION.

a. The State reserves the right to cancel this agreement for any reason and at any time prior to the issuance of a Work Order by the State to the Industry to proceed with any part of the work outlined herein. The State will not be responsible for any expense incident to any cost incurred in the event of the cancellation of this contract, unless a "Work Order" was issued by the State and the Industry incurred expenses pursuant to that "Work Order."

b. All provisions concerning the State, which are stipulated herein, shall automatically cease and terminate and be assigned to the State upon official completion of the project and payment of the final bill.

6. RECORDS & AUDITS. The Industry shall retain adequate cost accounting records for auditing purposes for a period of three (3) years after payment of the final bill.

7. EXISTING AGREEMENTS. It is agreed that all existing agreements between the Industry and the State concerning licenses, permits, leases or easements at this location shall remain in full force and effect.

8. RESPONSIBLE FOR ITS OWN ACTIONS. The parties hereto acknowledge that they are not an agent, servant, or employee of the other party and is responsible for their own acts and deeds and for those of its agents and employees during performance of contract work.

9. PROTECTION OF FIBER OPTIC CABLE SYSTEMS. Fiber optic cable systems may be buried on the Industry's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The State and/or its Contractor shall telephone (800) CALLDIG to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the State. If it is, the State and/or its Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

10. LIMITED ACCESS. The State hereby agrees that during the performance of the proposed improvements it will keep its employees, material, and machinery within the defined area of the premises unless otherwise specified on the attached Exhibit "A". There shall be no crossings of the Industry's tracks except at existing, open, and public crossings.

11. INDUSTRY RETAINS TITLE. Upon execution by both parties, this agreement will be in effect and continue thereafter for so long as the Industry premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Industry premises, or any part thereof, for such purposes, this license and permission and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon the Industry shall have the same complete title to the Industry premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, its successors, and assigns.

12. TRANSFER. The State shall not assign the Agreement, in whole or in part, or any rights herein granted, without the written consent of the Industry, and it is agreed that any transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Industry, shall terminate this Agreement.

13. AGREEMENT NOT A WAIVER. This permission is granted solely for the purposes of the State, at its sole cost and expense, for the proposed drainage improvements as shown on the attached Exhibit "A" and is expressly subject and subordinate to the present and future rights of the Industry, its successors, assignees, lessees, grantees and licensees, to maintain, use, operate, and renew on, beneath, or above the surface of the Industry premises any telephone, telegraph, power, communication, or signal lines, poles and/or appurtenances, fiber optic communications, tracks, roadways, pipelines, structures, improvements or facilities of similar or different character, as now located, and to construct, install, establish, and thereafter maintain, use, operate, and to renew on, beneath, or above the surface of the Industry premises, any or all said things, provided the same do not materially interfere with the State's use of the Industry premises as hereinabove provided.

14. NOTIFICATION. The State agrees to notify the Industry in writing when all work on the Industry's right of way is complete. The Industry will notify the State when the grade crossing and all related equipment has been removed.

15. CONDITIONS. In accordance with the Federal Aid-Policy Guide, Subchapter G, Part 646, Subpart B, issued by the Federal Highway Administration on December 9, 1991, the Industry will not be required to participate in the cost of the project.

IN WITNESS WHEREOF, the State and the Industry have executed duplicate counterparts of this agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director 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 Carlos A. Lopez, P.E. Date 8/1/03
Carlos A. Lopez, P.E., Director, Traffic Operations Division

CEDAR CROSSING L.P., a Texas limited partnership

Cedar Crossing Management, L.L.C., its general partner

By: Charles S. Iupe
Charles S. Iupe
Manager
Date: 7-9-03

Notices:

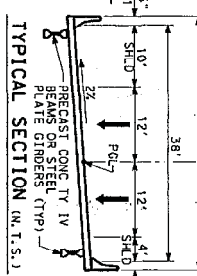
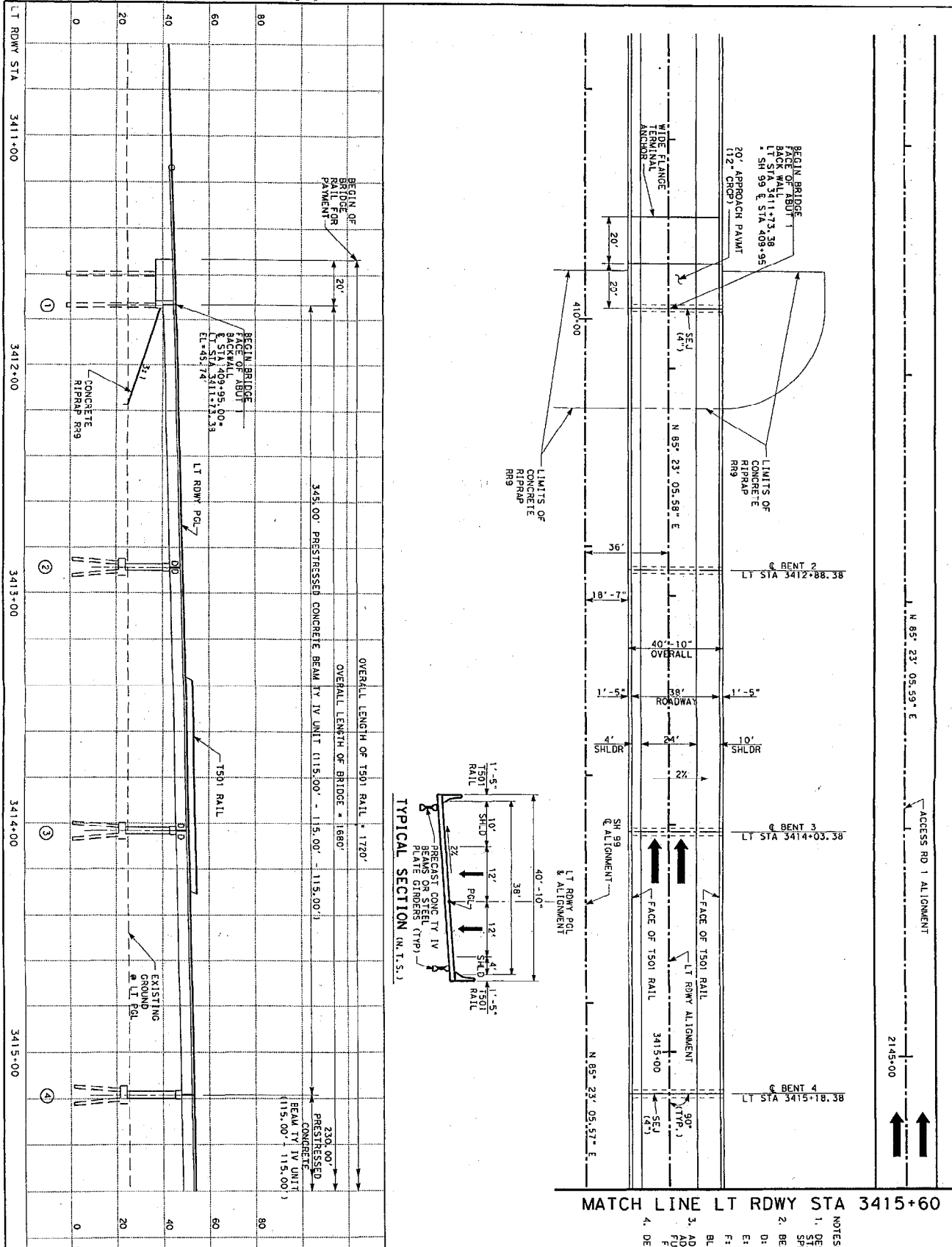
For the purposes of this agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas

Railroad Section Director
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, TX 78701-2483

For the Cedar Crossing, L.P.

Charles Iupe, President
Cedar Crossing, L.P.
11811 North Freeway, Suite 300
Houston, TX 77060-3238



MATCH LINE LT RDWY STA 3415+60

- NOTES:**
- DESIGNED ACCORDING TO AASHTO 1996 STANDARD AND CURRENT INTERIM SPECIFICATIONS (HS20 LOADING)
 - BEAM END CONDITIONS:
 - ADT (2003) = 16,300 VPD
ADT (2023) = 45,800 VPD
DESIGN SPEED = 10 MPH
 - DESIGN SPEED = 10 MPH

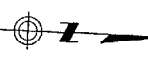


EXHIBIT "A"

SH 99
LT ROADWAY
@ TGS ECONO
RAILROAD OVERPASS
MP 5.93
DOT 762 816L

TECHNICAL DATA:

STATE	TEXAS	COUNTY	CHAMBERS
SECTION	BMT	SHEET	10
PROJECT NUMBER	003	SHEET	SH 99

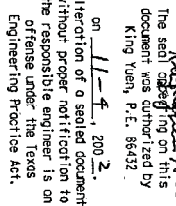
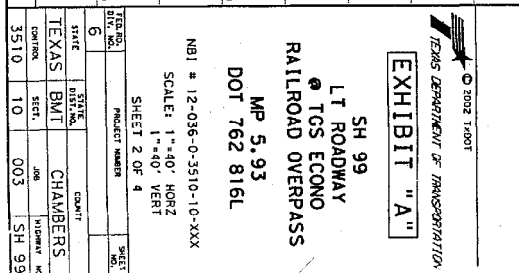
SCALE: 1"=40' HORIZ
 1"=40' VERT

SHEET 1 OF 4

on 11-4-2002

The seal appearing on this document was authorized by King Yuen P.E. 86432

Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



86432
LICENSED
PROFESSIONAL ENGINEER

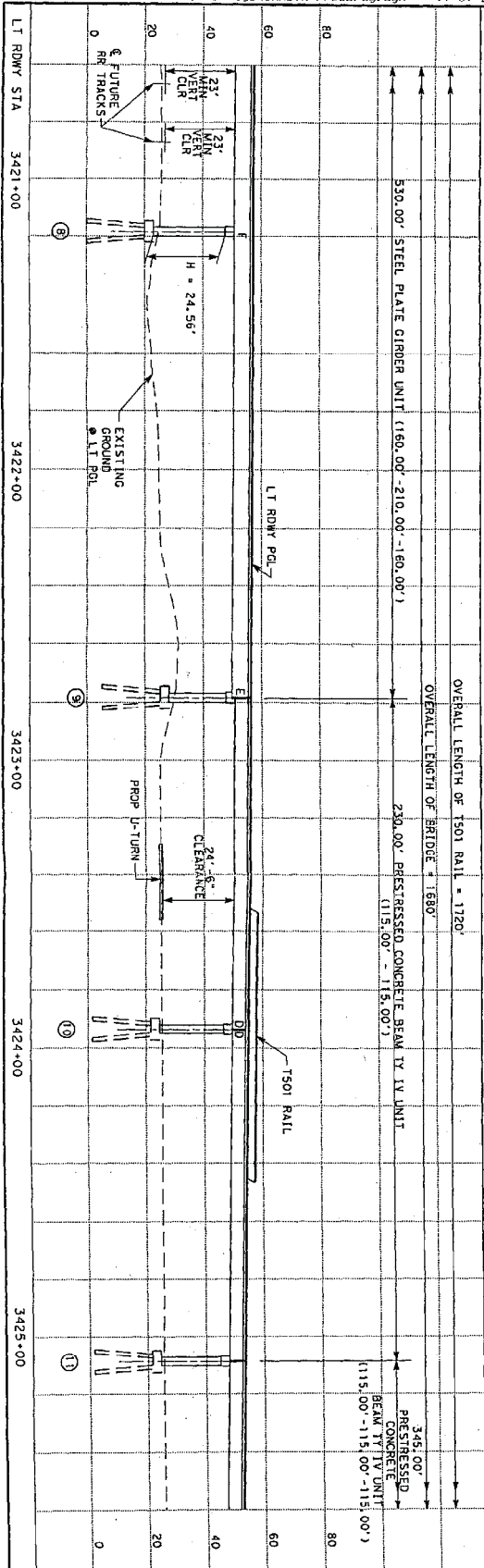
KING TIEN

SHEET 1 OF 4 FOR
ELECTRICAL SECTION.

SHEET 1 OF 4 FOR NOTES.

I

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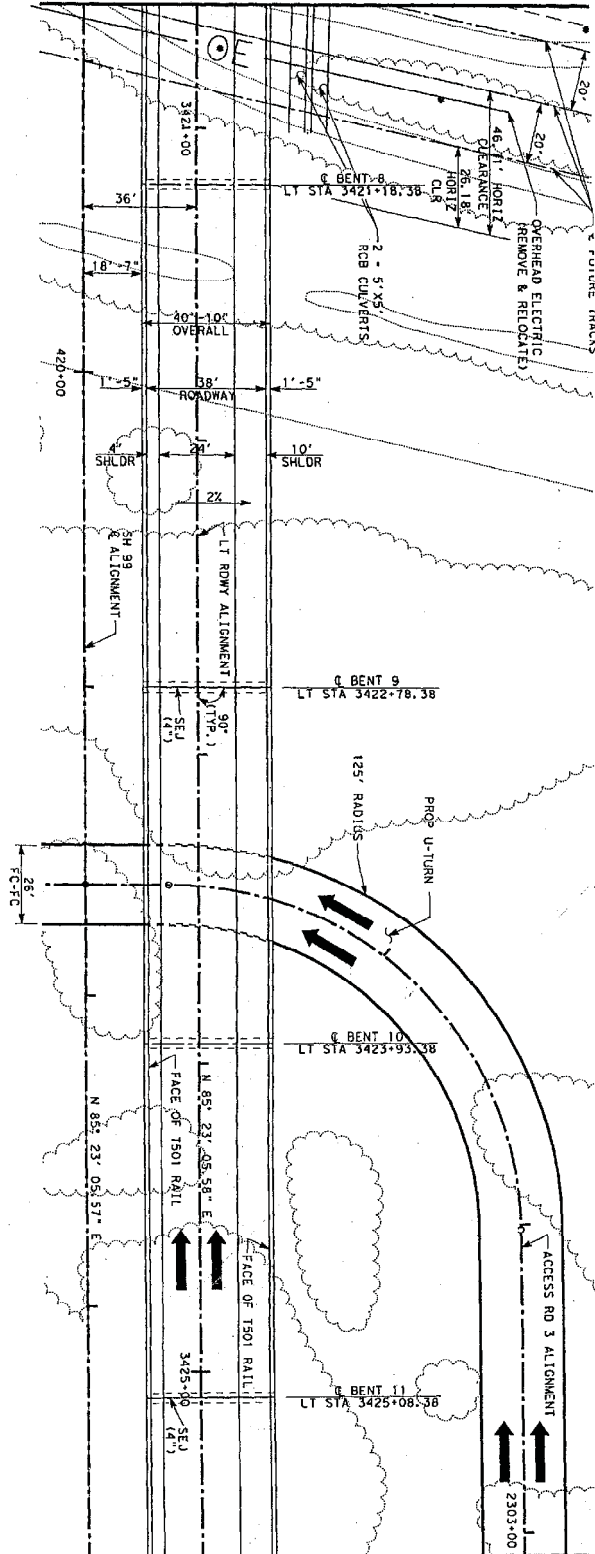


FILE NO.	3510	DATE	11-01-2002
PROJECT NAME	SH 99 LT RDWY TGS ECONO RAILROAD OVERPASS		
SCALE	1"=40' HORIZ 1"=40' VERT		
SHEET	SHEET 3 OF 4		
DESIGNER	CHAMBERS	CHECKER	CHAMBERS
DATE	10	003	SH 99

on 11-4-2002
The seal appearing on this document was authorized by King Yuen, P.E. 86432
Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Franchise Act.



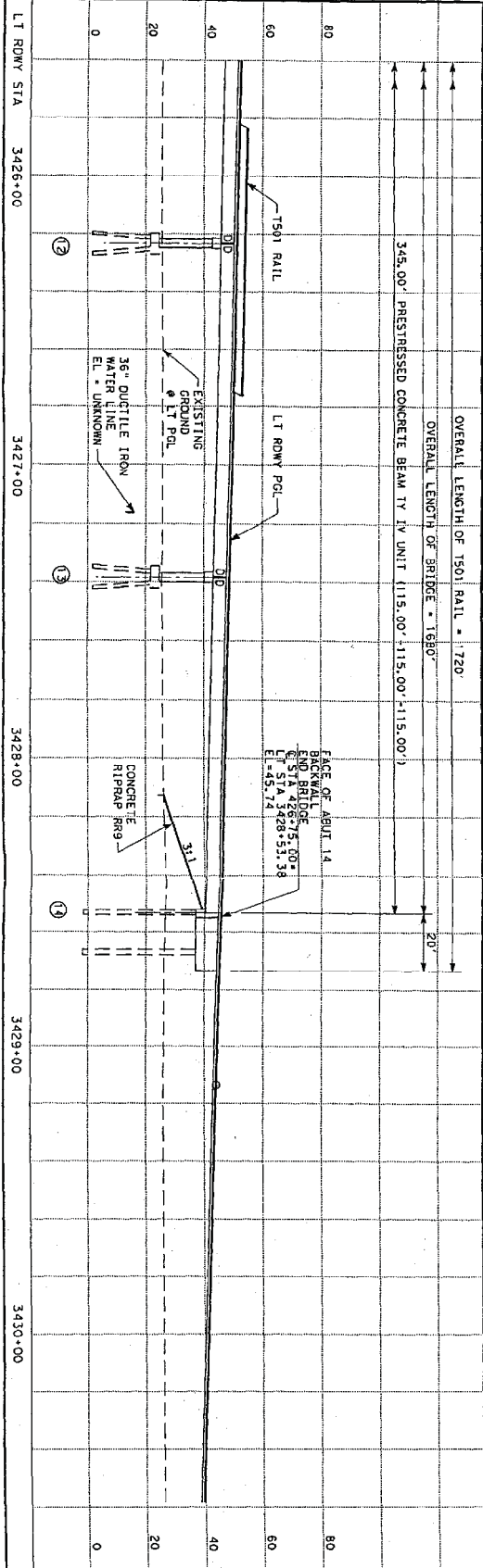
MATCH LINE LT RDWY STA 3420+60



MATCH LINE LT RDWY STA 3425+60

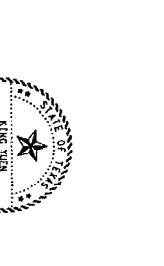
- NOTES:
1. SEE SHEET 1 OF 4 FOR NOTES.
 2. SEE SHEET 1 OF 4 FOR TYPICAL SECTION.



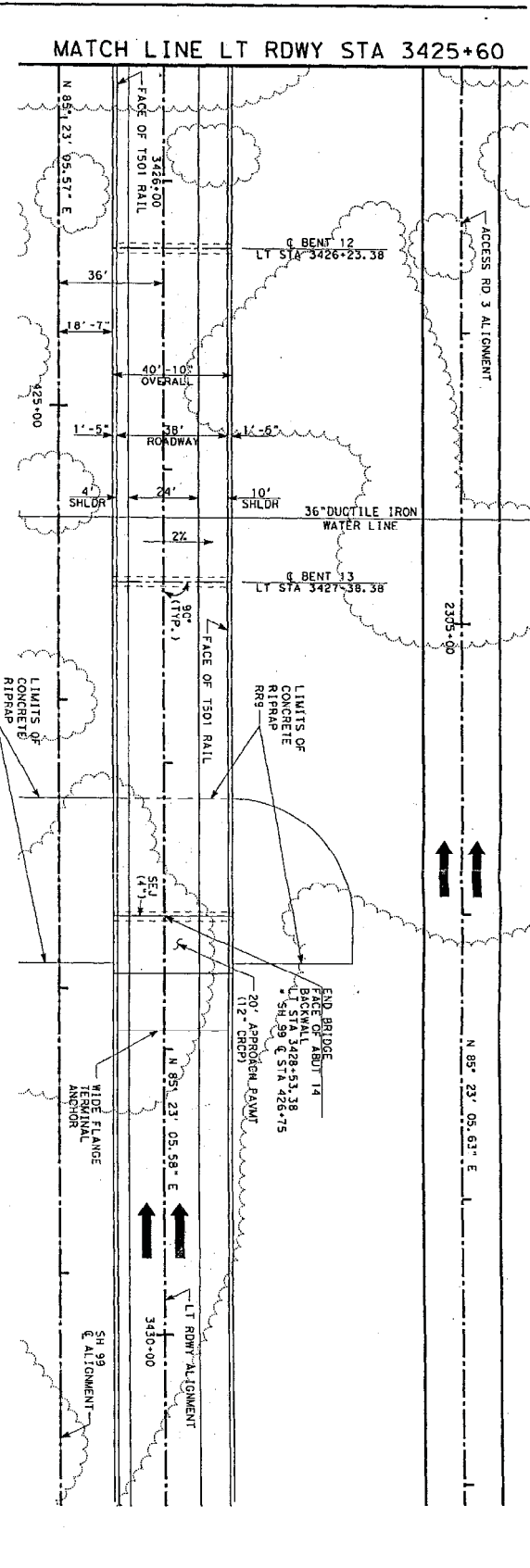


STATE	COUNTY
TEXAS	BMT
CHAMBERS	CHAMBERS
3510	10 003
SH 99	

EXHIBIT "A"
 SH 99
 LT ROADWAY
 TOS ECONO
 RAILROAD OVERPASS
 MP 5.93
 DOT 762 816L
 NBI # 12-036-0-3510-10-XXX
 SCALE: 1"=40' HORIZ
 1"=40' VERT
 SHEET 4 OF 4
 PROJECT NUMBER
 SHEET

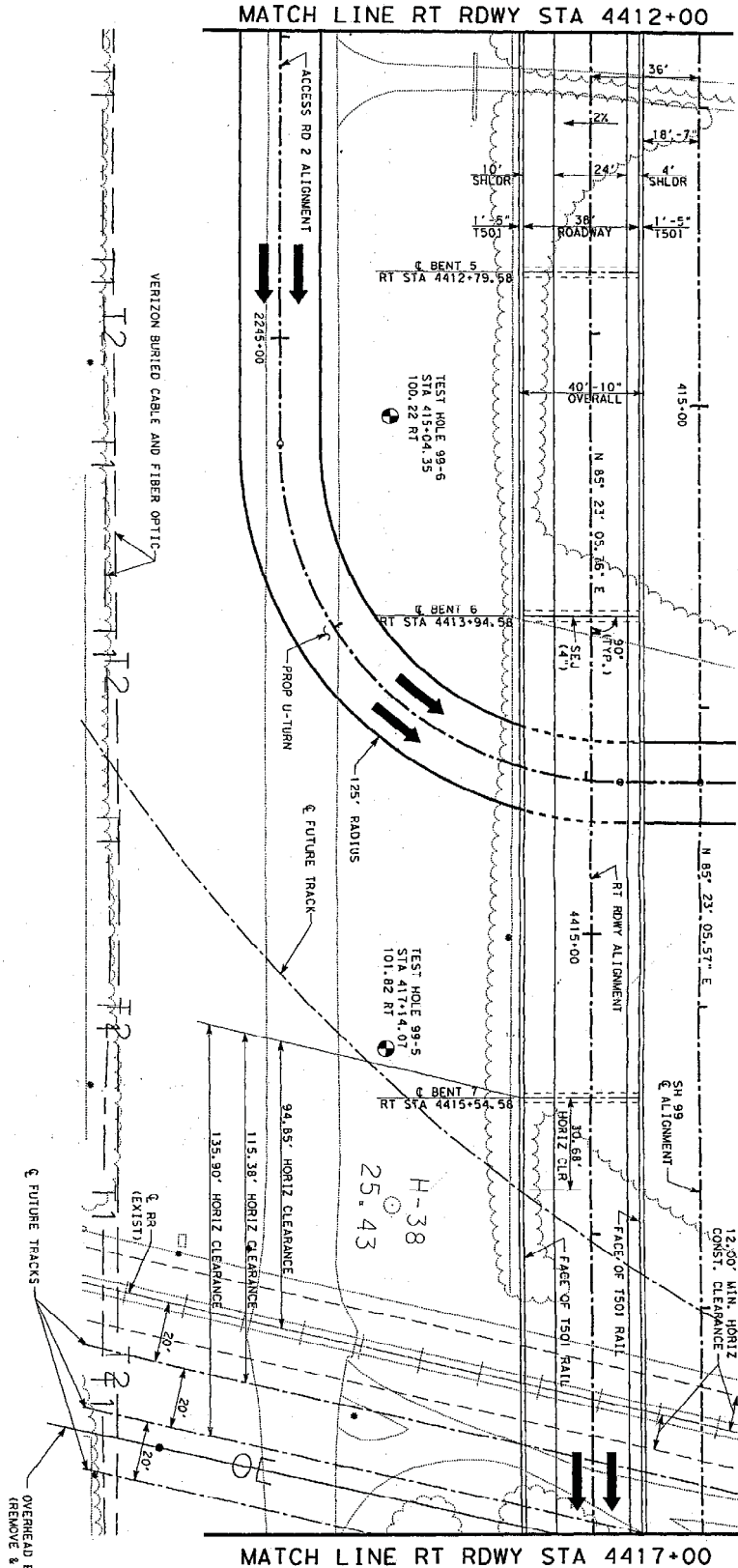
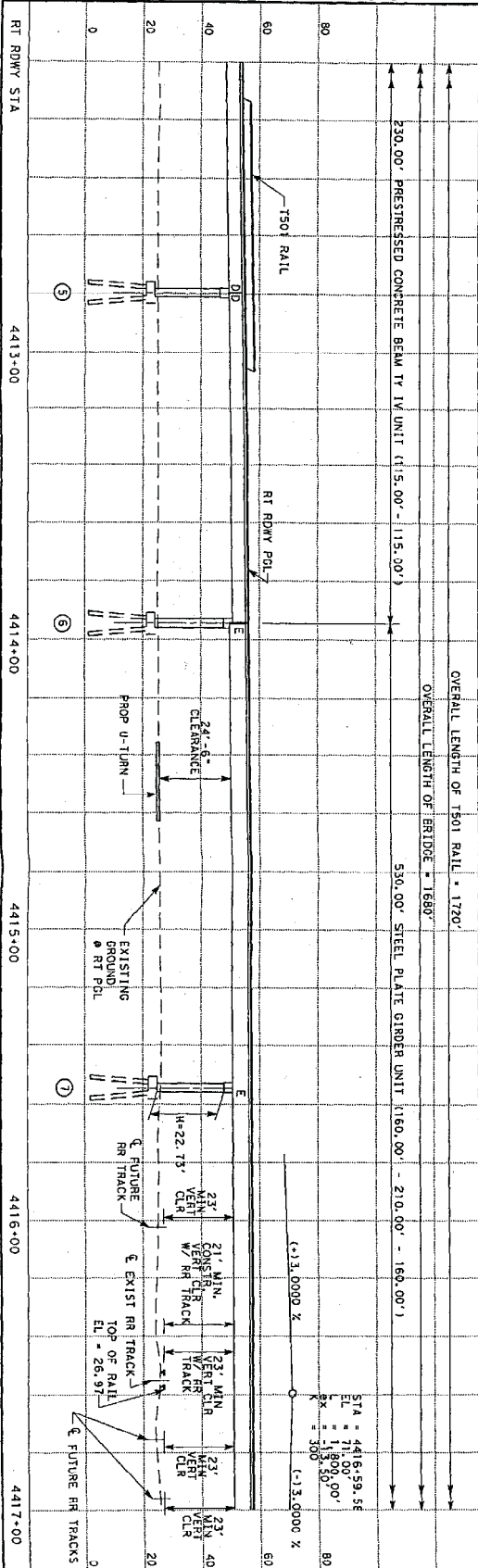


Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.
 on 11-4-2002
 The seal of King Yuen, P.E. 86432
 King Yuen, P.E. 86432



NOTES:
 1. SEE SHEET 1 OF 4 FOR NOTES.
 2. SEE SHEET 1 OF 4 FOR TYPICAL SECTION.





TEXAS DEPARTMENT OF TRANSPORTATION		2002 1x200	
EXHIBIT "A"			
SH 99			
RT ROADWAY			
TGS ECONO			
RAILROAD OVERPASS			
MP 5.93			
DOT 762 816L			
NBI # 12-036-0-3510-10-XXX			
SCALE: 1"=40' HORIZ			
1"=40' VERT			
SHEET 2 OF 4			
PROJECT NUMBER			
SHEET			
STATE			
COUNTY			
TEXAS			
BMT			
CHAMBERS			
CONTRACT			
JOB			
HIGHWAY			
3510			
10			
003			
SH 99			

NOTES:

- SEE SHEET 1 OF 4 FOR NOTE
- SEE SHEET 1 OF 4 FOR TYPICAL SECTION.

Alteration of a sealed document without proper certification to the responsible engineer is an offense under the Texas Engineering Practice Act.

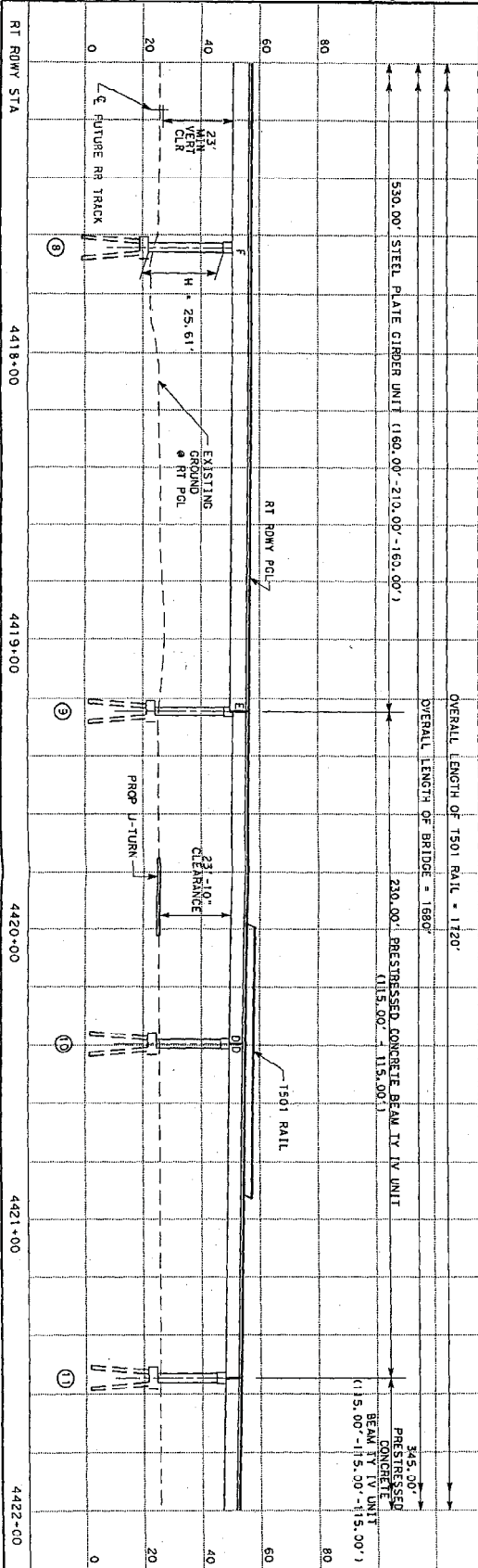
on 11-4, 2002

The seal appearing on this document was countersigned by King Jian, P.E. 86432

86432

86432

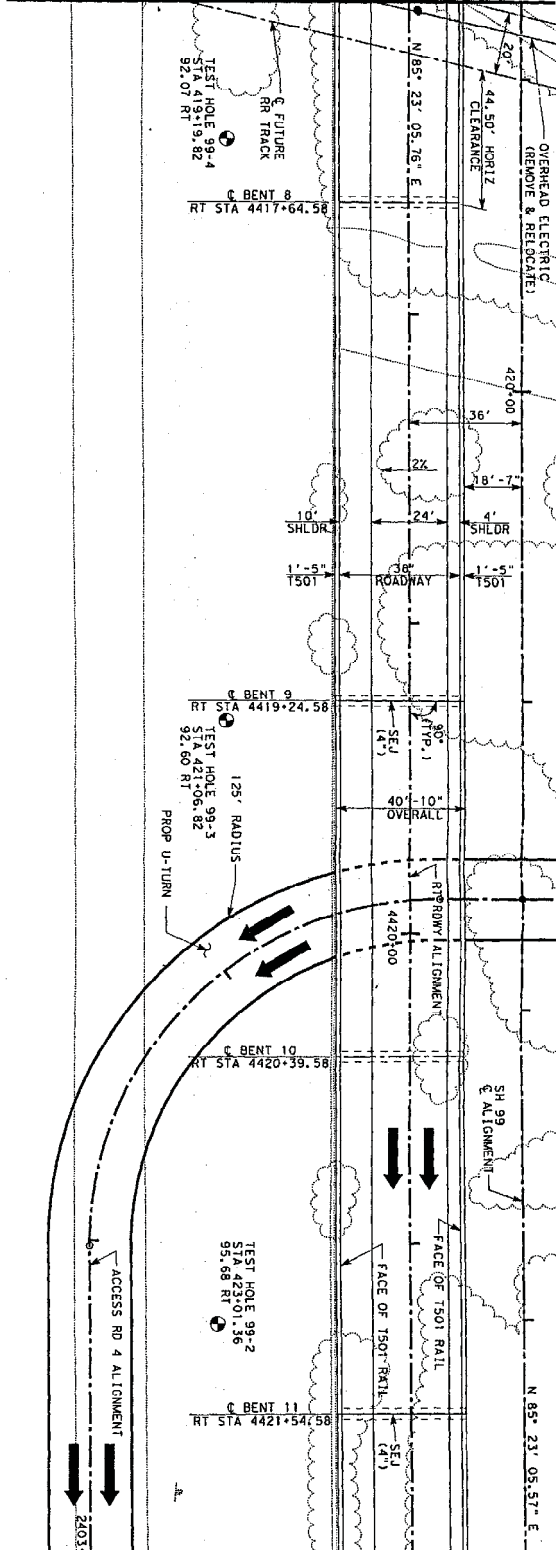




STATE	DISTRICT	COUNTY
TEXAS	BMT	CHAMBERS
PROJECT NO.	JOB	WORK NO.
3510	10	003
SHEET 3 OF 4		
PROJECT NAME		
SH 99		
RT ROADWAY		
TOS ECONO		
RAILROAD OVERPASS		
MP 5.93		
DOT 762 816L		
NBI # 12-036-0-3510-10-XXX		
SCALE: 1"=40' HORIZ		
1"=40' VERT		

on 11-4, 2002
The seal ordering on this document was authorized by King Yuen, P.E. 86432
Alteration of a sealed document without proper notification to the responsible engineer is on offense under the Texas Engineering Practices Act.

MATCH LINE RT RDWY STA 4417+00



MATCH LINE RT RDWY STA 4422+00

- NOTES:
1. SEE SHEET 1 OF 4 FOR NOTES.
 2. SEE SHEET 1 OF 4 FOR TYPICAL SECTION.



Plan view of bridge approach and abutment. The drawing shows the alignment of the road (RT RDW ALIGNMENT), the 1501 rail (FACE OF 1501 RAIL), and the 36" ductile iron water line. Key features include:

- Access Road:** ACCESS RD & ALIGNMENT, 24'03'00' long.
- Bridge Approach:** 20' APPROACH PAVEMENT (12' CROWN).
- Abutment:** ABUTMENT 14, BACKWALL, RT STA 4424+99.58, SM 99 @ STA 426+75.
- Utility:** 36" DUCTILE IRON WATER LINE.
- Rail:** FACE OF 1501 RAIL, 40' 10" OVERALL.
- Shoal:** 10' SHOAL, 4' SHOAL.
- Limit of Concrete Riprap:** RR9, RR10, RR11, RR12.
- Wide Flange Terminal Anchor:** N 85° 23' 05.16" E.
- Test Hole:** TEST HOLE 99-1, 42'06.37'.
- Bent:** BENT 12, RT STA 4422+69.58; BENT 13, RT STA 4423+84.58.
- Alignment:** N 85° 23' 05.57" E, N 85° 23' 05.63" E.
- Other:** VERIZON BURIED CABLE AND FIBER OPTIC.



A circular professional engineer seal for the State of Texas. The outer ring contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars on each side. The inner circle features a five-pointed star in the center. Below the star, the name "KING YUEN" is printed, followed by the license number "86432".

SH 99
RT ROADWAY
@ TGS ECONO
RAILROAD OVERPASS
MP 5.93
DOT 762 816L

NBI # 12-036-C-3510-10
SCALE: 1"=40' HORIZ
1"=40' VERT
SHEET 4 OF 4

FED. RD. DIST. NO.	PROJECT NUMBER	SHEET NO.
6		
STATE	STATE DIST. NO.	COUNTY
TEXAS	BMT	CHAMBERS
CONTRACT	SECT.	JOB
3510	10	003
		SH 95

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-8

**UNDERPASS AGREEMENT SH 146 MISSOURI PACIFIC
RAILROAD (NOW UNION PACIFIC RAILROAD) SPUR
TRACK TO U.S. STEEL CO. PLANT SITE EAST OF
BAYTOWN, TEXAS**

RFP ADDENDUM #7

NOVEMBER 4, 2016



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

February 13, 1967

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. **D-5**

Harris County
Control 389-12
State Highway 146
Railroad Underpass Under Missouri Pacific Railroad Company
Spur Track to U.S. Steel Plant Site S.E. of Baytown

Mr. C. Baker
Chief Engineer
Missouri Pacific Railroad Company
210 W. 13th Street
Room 1200, Missouri Pacific Bldg.
St. Louis 3, Missouri 63103

R.R. File:
B-80229

Dear Sir:

The answers given in your letter dated February 6, 1967 and the details shown on the accompanying plan sheet, "Deck Plan, Proposed Underpass State Highway 146 At New Track to U. S. Steel, Baytown, Texas", dated 11-22-66 and revised 2-2-67 meet with our entire approval.

Yours truly,

D. C. Greer
State Highway Engineer

By:

Clyde F. Silvas
Bridge Engineer

LP:sw

bcc: District 12

Send one print to
Dist 12, the
to D-5 File

2/13/67
Dist 12
L.P.

CFS
LP

MISSOURI PACIFIC RAILROAD COMPANY
THE TEXAS AND PACIFIC RAILWAY COMPANY

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 MA 1-1000

W. E. LAIRD
ENGINEER OF TRACK

E. T. FRANZEN
ENGINEER OF STRUCTURES

C. BAKER
CHIEF ENGINEER

C. W. PLUNKETT
ENGINEER OF SIGNALS,
COMMUNICATIONS AND EQUIPMENT

A. R. MILLER
ASSISTANT TO CHIEF ENGINEER

February 6, 1967

File B-80229

Mr. Clyde F. Silvus
Bridge Engineer
Texas Highway Department
Austin, Texas 78701

Harris County Control 389-12
State Hwy. 146 Underpass
Mo. Pac. Spur Track to U. S. Steel
S.E. of Baytown, Texas

Dear Mr. Silvus:

This refers to your letter of January 13, file D-5, concerning your review of our construction plans in connection with the above-titled project.

We note the possibility that you may require a slight change in the modified highway grade to provide for intersection with proposed City of Baytown boulevard extension. Consultants, Baker, Wachstetter & Associates, of Houston, have been retained to prepare the plans for modifying the highway. They have been in touch with your District people, and plans will be prepared to include necessary modification to provide for the boulevard intersection.

We understand you are exploring the possibility of constructing two (2) additional lanes at the underpass. If this should materialize, we would appreciate early advice to allow us to give this matter consideration in working up our underpass construction schedule.

Your comments regarding our plans will be answered in sequence, as follows:

1. Tellepsen Construction Company, our contractor on this project, has been instructed to follow your recommendation that exposed concrete receive Type 1 finish in accordance with Item 420, and that structural steel receive a field coat of aluminum paint compatible with other highway structures.
2. Contractor has been instructed that concrete rip rap must conform with provisions of Item 432.
3. Difference between elevations shown on our plan and highway datum will be taken into consideration by Baker, Wachstetter & Associates in preparing plans for highway modification.
4. Attached are two (2) prints of our deck plan, revised in accordance with your request. Please advise at your earliest convenience if this plan now meets with your approval.

If you have any further questions or comments regarding this project, please let us hear from you at an early date.

The writer is acting as a salaried corporate officer with address as above indicated, and if this communication constitutes an appearance under the law requiring registration with state agencies, this shall constitute such registration.

Yours very truly,

C. Baker

M. Carmichael



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTOEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

January 20, 1967

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. **D-5**

Harris County
Control 389-12
State Highway 146

Missouri Pacific Railroad Company underpass southeast of Baytown
(spur track to U. S. Steel Corporation Plant)

Mr. C. Baker
Chief Engineer
Missouri Pacific RR Co.
210 N. 13th Street
St. Louis, Missouri 63103

Your file: B-80229

Dear Sir:

Enclosed is the "Railroad Original" copy of the agreement dated January 2, 1967, and twelve additional copies of the agreement as requested.

It is possible that we may want to make a slight change in the agreement Exhibit "A" sketch to show and allow for a proposed City of Baytown boulevard extension which will intersect the highway just to the west of the point where the highway is to come out of the underpass cut. This may require lowering the proposed grade line change some at the west end. It is not anticipated that the change will increase the railroad participation very much if any. We are sending you the agreement with the understanding that the above mentioned change may be made if necessary.

Yours truly,

D. C. Greer
State Highway Engineer

By:

Clyde F. Silvas
Clyde F. Silvas
Bridge Engineer

VW/ar

3bcc: District 12
1bcc: D-7

Harris County
Control 389-12
S.H. 146
Missouri Pacific R.R. Co.
Spur track to U.S. Steel Co.
Plant Site East of Baytown
Grade Separation S.E. of
Baytown

STATE OF TEXAS X

COUNTY OF TRAVIS X

THIS AGREEMENT, made this 2 day of January, 1967, by and between the State of Texas, hereinafter called the "State", Party of the First Part, and the Missouri Pacific Railroad Company, hereinafter called the "Railroad", Party of the Second Part, acting by and through J. H. LLOYD, its Vice President - Operation under and by virtue of authority shown in Exhibit "C" attached and made a part hereof.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways, including State Highway 146, for public use and benefit; and

WHEREAS, the Railroad desires to serve a plant site east of Baytown, Texas of the U. S. Steel Company with a spur track rail facility; and

WHEREAS, the U. S. Steel Company's plant site is located on the opposite side of State Highway 146 from the main line of the Railroad; and

WHEREAS, the State has determined, due to the heavy volume of highway traffic, that a grade separation structure is required; and

WHEREAS, application has been made by the Railroad to the State for a permit to cross said State Highway 146 by means of a spur track on a highway - railway grade separation structure at the location and as shown on Exhibit "A".

A G R E E M E N T

NOW, THEREFORE, in consideration of one dollar (\$1.00) paid by the Railroad to the State, receipt of which is hereby acknowledged, the State grants permission and authority for the construction,

maintenance and use of a spur track highway - railway grade separation structure (an underpass with the highway carried under the spur track) and suitable approaches over and across State Highway 146 southeast of Baytown, Texas at the location and as shown on the sketch marked Exhibit "A" attached and made a part hereof and the parties hereto mutually covenant and agree to and with each other as follows:

1. This request and authority is for the construction and use of one spur track carried over the highway on an underpass including its embankment approaches across said highway right of way.

2. The Railroad will, at its entire expense, construct, maintain and operate said underpass and portions of spur track and railroad embankment approaches located on or adjacent to the highway right of way to conform to the design and plans approved by the State. Plans and specifications, after having been approved in writing by the State Highway Engineer, are hereby adopted as plans and specifications covering the construction of said underpass and when so approved, shall be attached hereto and marked Exhibit "B" and made a part hereof. No changes in these plans and specifications are to be made without the written approval of such changes by the State Highway Engineer.

7. 3. It is understood that should the underpass license hereunder cease to be used for a spur track which is in use, this license shall cease and terminate and the Railroad agrees that it will then at its entire expense remove the entire underpass structure from the highway right of way and restore the State Highway 146 right of way to a condition satisfactory to the State.

4. The Railroad shall provide such detours and barricades, signs, flares, and flagmen as are deemed necessary by the State, to direct or protect highway traffic while work on the underpass and railroad approaches is in progress.

5. The Railroad agrees to have the structural steel portion of the underpass superstructure given a final field coat of aluminum color paint and in future maintenance painting, will retain the original aluminum color unless otherwise agreed in writing by the State Highway Engineer, and the Railroad also agrees to keep the underpass structure free from all advertising matter or insignia except such identification lettering as may be approved by the State.

6. The Railroad assumes the entire responsibility for the construction, maintenance, and use of said spur and underpass on the property of the State; and nothing contained herein shall ever be construed to place upon the State any liability for injury to or death of persons, or for damage to or loss of property, arising from, or in any manner connected with the construction, maintenance, or use of the spur track and underpass upon State property.

7. The license, granted hereby, shall not prevent, in any way, the State from changing the highway across the land over which license has been granted, provided such change shall not affect, in any way, the safety of the railway traffic.

8. The contract or contracts let by the Railroad for the construction of the underpass shall provide:

A. Standard Manufacturer's and Contractor's Liability Insurance.

The Railroad shall furnish evidence to the Texas Highway Department that, with respect to the operations its contractor performs, its contractor carries regular Contractor's Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars (\$250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Property Damage Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars (\$250,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractor's Protective Liability Insurance.

The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractor's Protective Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars (\$250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Protective Property Damage Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars (\$250,000.00) for all damages arising out of injury to/or

destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

9. The reconstruction of the highway to accommodate the construction of the railroad spur track and underpass shall be made at the entire expense of the Railroad and shall be accomplished as follows:

(a) The Railroad will prepare or provide for the preparation of plans and specifications for reconstructing the highway to accommodate the railroad spur and underpass. Such plans shall provide for the maintenance of highway traffic by means of satisfactory all-weather detours. Plans shall be prepared in conformity to the State's usual practices and shall be subject to the approval by the State. Said plans and specifications shall become a part hereof, and shall be designated Exhibit "B".

(b) The Railroad shall provide for all required highway right of way, channel easements and/or channel right of way, temporary construction easements and adjustment of utilities.

(c) After plans and specifications are approved by the State, after the utilities are adjusted, after all required interests in property are secured by the railroad for the State, after the Railroad advises the State that it has secured all permits or licenses in accordance with applicable laws, regulations and ordinances, and has made the necessary financial arrangement, the State will publicly advertise for bids for the reconstruction of the highway. Upon receipt of bids and approval by the Railroad and State, the State will award a construction contract to the lowest responsible bidder.

(d) The State will supervise the construction of the reconstruction of the highway.

(e) The State will make partial (monthly) and final payments to the construction contractor as provided in Item 9 of the Standard Specifications of the Texas Highway Department and furnish the Railroad monthly and final estimates so that the State may be reimbursed by the Railroad as provided in the following paragraph.

(f) The Railroad shall reimburse the State for the amounts paid by the State under the construction contract. Such reimbursement shall be made on a monthly basis. The Railroad shall also reimburse the State for all preliminary and construction engineering costs incurred and/or expended by the State. Reimbursement by the Railroad shall be made within 15 days of billing by the State.

(g) It is further understood and agreed that the Railroad agrees to indemnify the State against all damages and claims for damage to adjoining, abutting or other property, arising out of, incident to, or in any way occasioned by this construction.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

THE MISSOURI PACIFIC RAILROAD
COMPANY

By
(Title) Vice President - Operation

ATTEST:

APPROVED:

CHIEF ENGINEER

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 State Highway Commission.

By

Executed as State Highway Engineer and approved for State Highway Commission. 1-12-67

RECOMMENDED FOR APPROVAL:

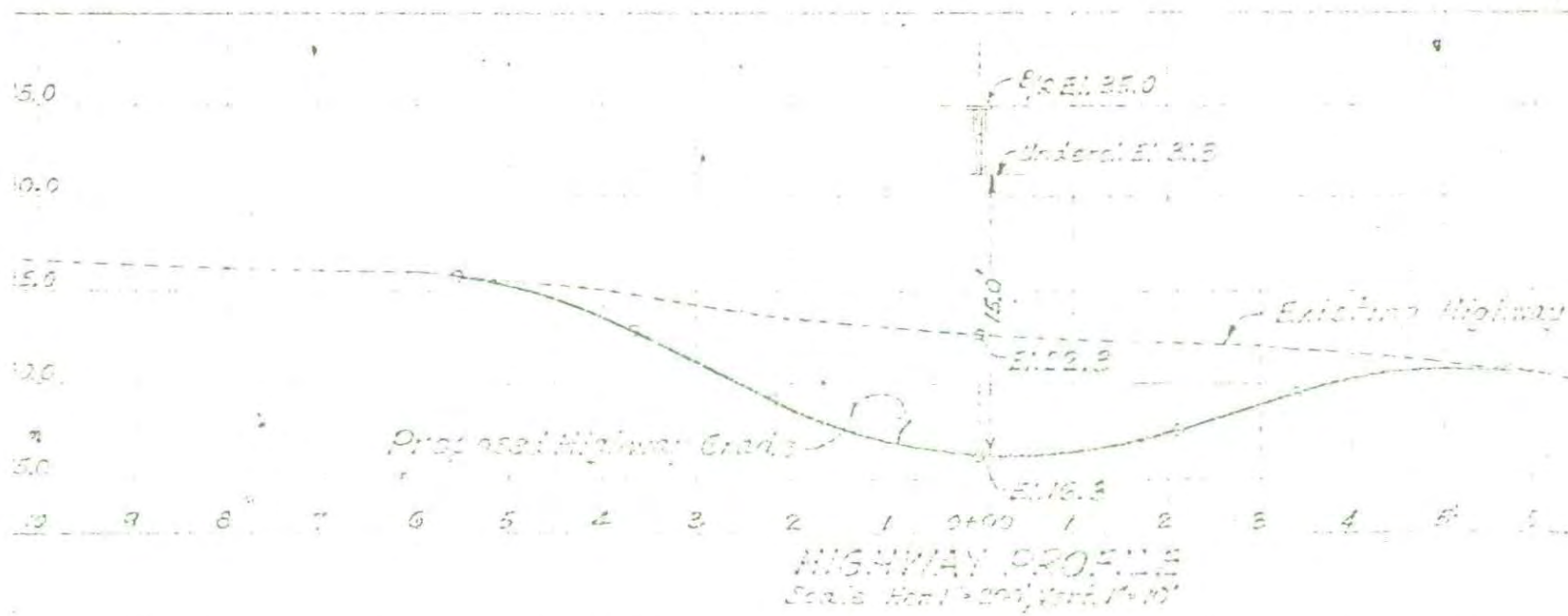
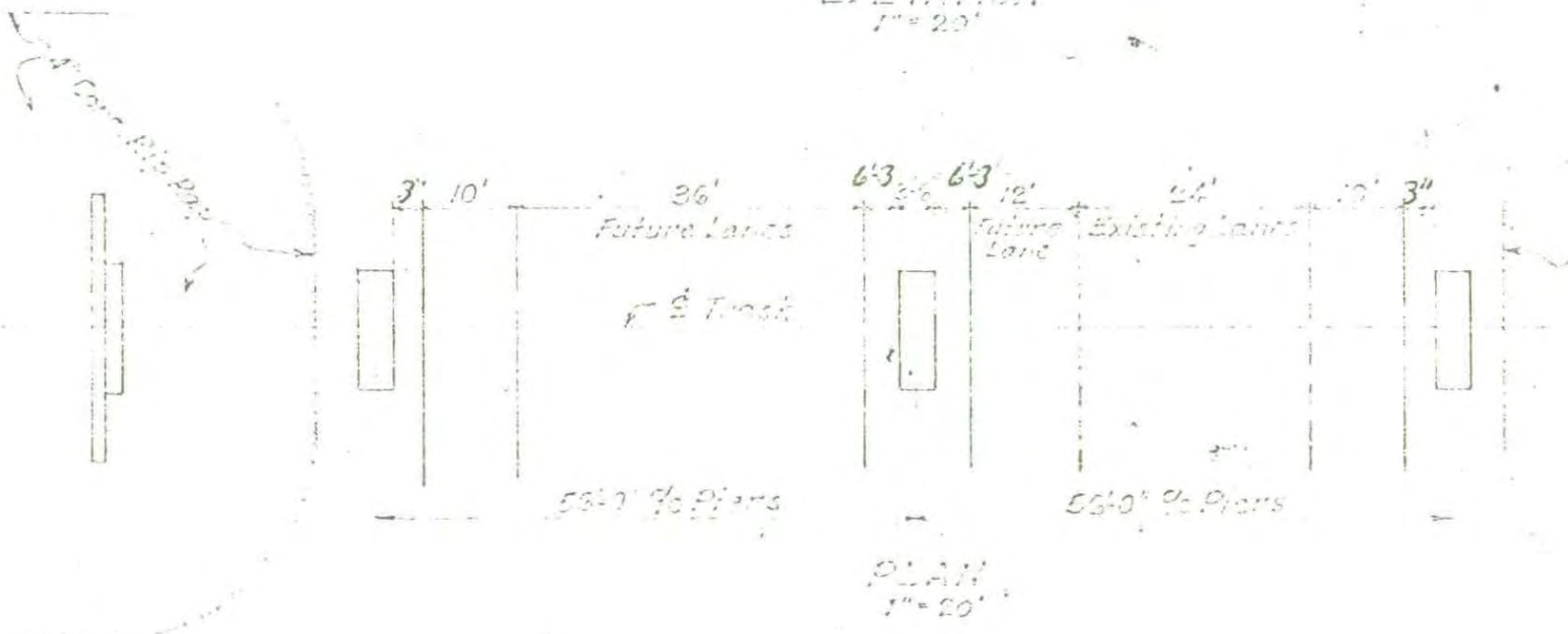
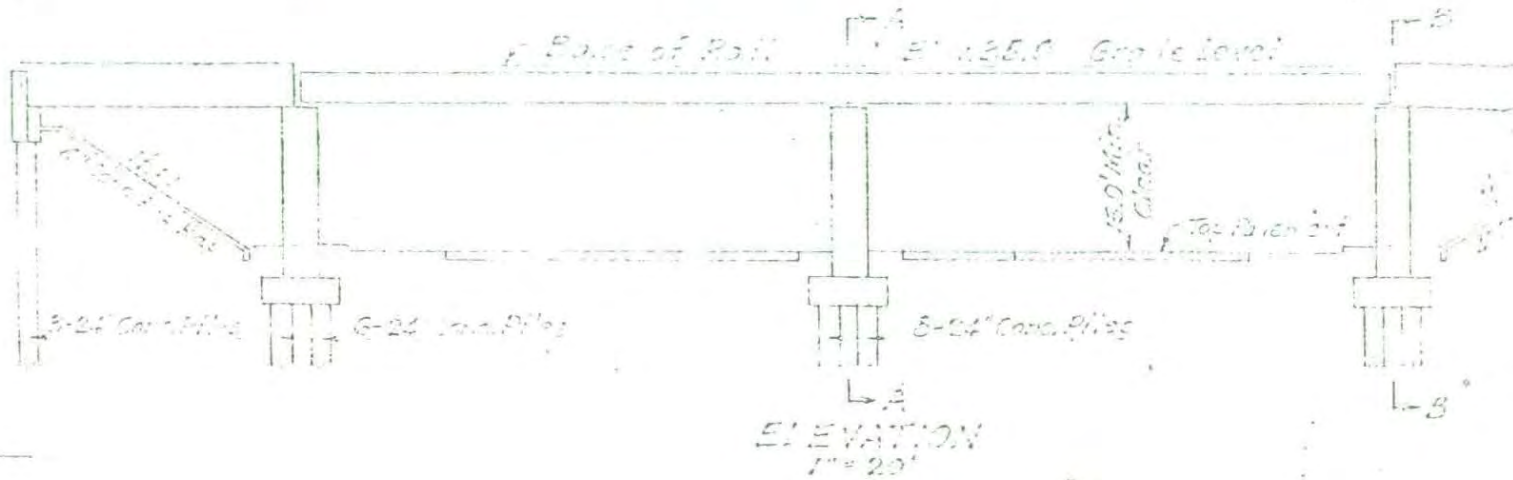
Bridge Engineer

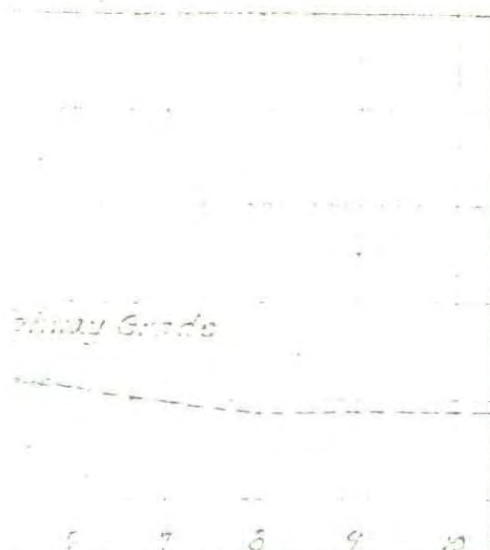
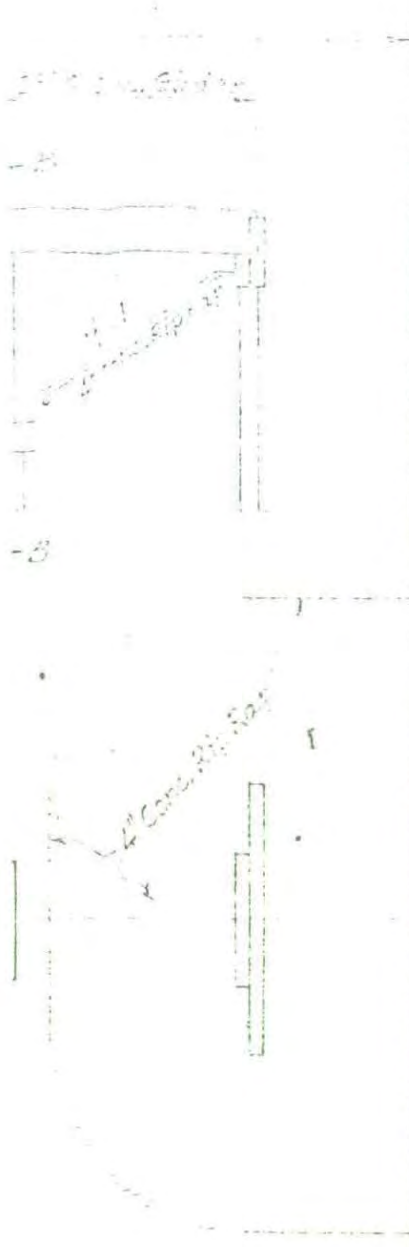
Chief Engineer of Highway Design

District Engineer

250' Highway

112'-0" Continuous Span
250' 33" PFS 250'

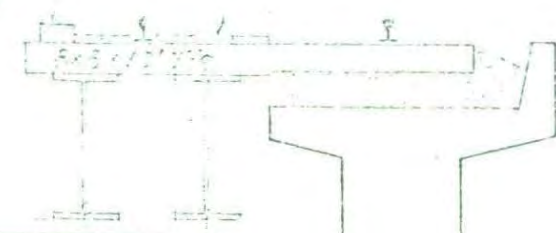




5' 0" Flg to
Underpass

2'

14x5



2' 6" 1' 3"



HALF SECTION A-A HALF SECTION B-B

4"=1'

EXHIBIT A

MISSOURI PACIFIC R.R. CO.
PROPOSED UNDERPASS
STATE HIGHWAY 146
AT NEW TRACK TO U.S. STEEL
RAYTOWN, TEXAS
Office of Chief Engineer, St. Louis, Mo. Sept. 1, 1911

THE STATE OF Missouri
COUNTY OF St. Louis

BEFORE ME, Wm. J. Herold, A Notary Public in
and for said County and State, on this day personally appeared

J. H. Herold

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 consideration
and in the capacity therein expressed, and as the act and deed of said

Missouri Pacific Railroad Company

GIVEN under my hand and seal of office this 29th day of
November, 1966.

Wm. J. Herold

Notary Public in and for
County of _____
State of _____

My Comm. Ex. 13, 1970

Comm. to be in force in the State of St. Louis,
Missouri, which expires on the 1st day of St. Louis, Missouri,
where this act was performed.

CERTIFICATE OF AUTHORITY

I, H. J. Chatfield, hereby certify that I am an Assistant
Secretary of the Missouri Pacific Railroad Company,
the corporation referred to herein and which executed the attached agreement, with
the State of Texas; that J. H. Herold, who executed said
agreement as Vice President of the Missouri
Pacific Railroad Company, has been duly authorized and empowered
to execute said agreement on behalf of the Company by authority delegated to him by
the President in accordance with the Bylaws of the Company; that I know the
signature of said J. H. Herold, and that the signature affixed
to said agreement is his signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal
of said Company this 28TH day of NOVEMBER, 1966.

H. J. Chatfield
Assistant Secretary

EXHIBIT "C"



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

August 18, 1966

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. D-5

A I R M A I L

Harris County
Control 389-12
State Highway 146
Proposed Crossing of S.H. 146 Spur Track to
U.S. Steel Company Plant Site East of Baytown

Mr. C. Baker
Chief Engineer
Missouri Pacific RR Co.
210 N. 13th Street
St. Louis, Missouri 63103

R.R. File
B-80229

Dear Sir:

We have your letter dated July 5, 1966 in regard to the above grade separation.

Attached hereto are prints of an elevation of the roadway and underpass geometrics which is recommended at the underpass site. It will be noted that the planned initial construction provides for the replacement of the existing two lane roadway which will be lowered and that spaces are provided for future expansion to a six lane divided highway.

Within the time limitations imposed, we do not have available design personnel to prepare plans for this work. We believe that the railroad should either prepare or provide for the preparation of plans for the work. We do, however, have sufficient field personnel to supervise the construction.

Using plans prepared by the railroad, and approved by the State, our present thinking is that the State should award a contract and supervise the construction of the underpass

Mr. C. Baker

-2-

August 18, 1966

cut, the all-weather detour road, highway roadway, drainage facilities including a pump house and the placement of the excavated material in the railway embankment. The railroad would then award contracts for the remainder of the work including the railroad underpass structure.

Prior to preparation of plans or the writing of an agreement for the crossing and work, we believe that it would be well for representatives of the railway and the Department to hold a joint meeting at say the District office of the Highway Department in Houston to reach an agreement on a number of items. If you concur in this thinking, we will be glad to make the necessary arrangements for such a meeting.

Yours truly,

D. C. Greer
State Highway Engineer

By:


Clyde F. Silvus
Bridge Engineer

LP:sw

✓bcc: District 12

bcc: D-8



HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

November 14, 1966

STATE HIGHWAY ENGINEER
D. C. GREER

IPE 889 RR

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-5-34
Project F1081(21)
State Highway 146:

Overpass over the Southern Pacific Company's
track 1571.9' south of R.R. Mile Post 28

Mr. L. A. Loggins
Chief Engineer
Southern Pacific Company
913 Franklin Avenue
Houston, Texas 77002

Your file: 62540

Attn: Haroldson
CC: Garrison w/ agreement
Done
11-21
file in construction

Dear Sir:

Enclosed is your Company's original copy of the executed agreement for the above mentioned overpass dated November 10, 1966. Also enclosed are seven extra copies of the agreement for your use.

We are sending, under separate cover, the Railroad Company's copy of Exhibit "B" referred to in the agreement together with an Exhibit "B" Title Sheet. The Exhibit "B" and Title Sheet have been approved by the Assistant State Highway Engineer. If the Exhibit "B" is satisfactory please approve the Title Sheet marked "State Copy" and return it to this office. The Exhibit "B" is for attachment to your copy of the fully approved agreement.

This is to advise you that bids were received and a contract was awarded for construction of this project on November 10, 1966, to Williams Brothers Construction Co, Inc. of Houston, Texas. No work is to be performed at the site by your forces prior to receipt of a Work Order, which will be issued by Mr. W. E. Carmichael, District Engineer, Texas Highway Department, P. O. Box 1386, Houston, Texas.

Yours truly,

D. C. Greer
State Highway Engineer

By: *Clyde F. Silvus*
Clyde F. Silvus
Bridge Engineer

NAL/elk

11/16
11/21
11/21
bccc: Dist. 12 - Attached are three copies of the agreement. Estimate will follow. Please issue the work order in time to permit the S.P. Co. to order materials and schedule it's work. Please furnish D-5 and D-7 a copy of your work order.

lbcc: D-7 - Attached is a copy of the agreement. Estimate will follow.

STATE OF TEXAS

X

COUNTY OF TRAVIS

X

THIS AGREEMENT, made this 10th day of November, 1955, by and between the State of Texas, hereinafter called the "State", Party of the First Part, and the Southern Pacific Company

a corporation hereinafter, whether one or more, called the "railroad company" or "company", Party of the Second Part, acting by and through B. M. Stephens, its Asst. General Manager, under and by virtue of authority shown in Exhibit "D" attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, State Highway 146 _____ crosses the line of the railroad company at a point 1571.9' south of Railroad Mile Post 28 in _____

_____ Harris _____ County, Texas, and the State proposes to separate the grades of the railroad and highway by the construction of an overpass over the railroad company's track, as shown on print, marked Exhibit "A", attached hereto and made a part hereof.

A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The railroad company hereby grants to the State license and permission for the construction and use of the aforesaid overpass and highway across its property and over its track at the intersection of the railroad and highway, as shown on Exhibit "A".

2. The State agrees to and will prepare plans and specifications, subject to approval by the Chief Engineer of the railroad company, for the proposed overpass structure. Said plans and specifications, after having been approved in writing by the State Highway Engineer and the Chief Engineer of the railroad company, are hereby adopted as plans and specifications covering the construction of said overpass, and when so approved, shall be attached hereto, marked Exhibit "B", and made a part hereof. No changes in these plans and specifications are to be made without the written approval of such changes by the State Highway Engineer and the Chief Engineer of the railroad company.

3. Cost of preliminary engineering ineligible for reimbursement with Federal funds due to being incurred prior to date of program approval will be reimbursed with State funds if incurred after the State's request for preparation of plans and estimates.

4. The railroad company, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal, pole and wire line, pipe sewer and drainage or other facilities or buildings located upon the railroad company's right of way, which may be displaced or required by the construction of the project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during or following construction of said work, all of which, as far as known to the railroad company, shall be shown on the said plans. The railroad company shall prepare plans and estimates subject to approval by the State, for the adjustment of such facilities. Such plans and estimates shall be attached hereto and made a part of Exhibit "B". Any known work to be done, not shown on the plans and in the estimates will not be paid for.

5. The railroad company shall commence the work to be done by it hereunder within two weeks after receipt of written notice from the State that the work may proceed and shall proceed diligently to the conclusion of its obligations herein. Reimbursement will not be made for work undertaken by the railroad company which is performed at the site of the project prior to the issuance of such work order by the State. This does not apply to the assembly at the railroad stores or loading points of materials which might be used on the project. Such assembly may be undertaken sufficiently in advance to assure prompt delivery but reimbursement for any materials or handling charges will be contingent upon the issuance of a work order by the State to the railroad company.

6. Reimbursement to the railroad company will be made for work performed and materials furnished, including, but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached, in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 issued by the United States Bureau of Public Roads on October 15, 1966, and amendments thereto except as modified by the provisions herein.

7. Railroad and utility company bills.

a. In the event that the railroad company desires, it may submit monthly bills prepared in satisfactory form for work performed in compliance with this agreement. Upon receipt of said monthly bills, the State will make a payment to the railroad company. The amount of such payment may be up to 90% of the cost of the work performed and as covered by said bill. Subsequent to the final audit the State will make final payment to the railroad company for work performed and materials furnished in accordance with this agreement and approved plans and specifications and approved changes thereof.

b. In the event that the railroad company does not desire monthly payments, then upon satisfactory completion of the work performed by the railroad company under this agreement and receipt of a statement in proper form, the State shall make payment to the railroad company. The amount of said payment may be up to 90% of the cost of such work. Subsequent to the audit the State will make final payment to the railroad company for work performed and materials furnished in accordance with this agreement and approved plans and specifications and approved changes thereof.

8. The State expects to be reimbursed for its expenditures hereunder from funds provided by the United States Government. Such reimbursement can only be obtained by the State by compliance with the statutes, rules and regulations from time to time enacted and promulgated by the United States Government and its Bureau of Public Roads. In case such statutes, rules or regulations shall hereafter be altered or amended in such manner as to affect the State's right to such reimbursement or funds from which this construction is proposed are not available, the State reserves the right to cancel this agreement at any time prior to the actual letting of a contract by the State hereunder.

9. In the event that construction is not undertaken, or in the absence of a work order being issued by the State to the railroad company, the State will not be responsible for any expenses incident to any cost incurred in connection with any provision of this contract.

10. It is agreed that should the property licensed hereunder or any portion thereof cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

11. The State shall furnish material for and perform the work to be done by it hereunder in accordance with approved plans and specifications referred to in paragraph 2 hereof.

The State shall install the overpass structure, drainage facilities and build its roadway, sidewalks and pavement across the railroad company's right of way as shown on plans and in accordance with approved specifications and shall maintain or arrange for the maintenance of these facilities.

12. If provided by the plans and specifications, the railroad company shall furnish and install materials for the inner guard rail, of the railroad company's standard design through the overpass structure. The rail, angle bars, tie plates and frog points, for the guard rail, shall be secondhand.

13. The State assumes the entire responsibility for the construction, maintenance and use of said highway upon the railroad company's property at the location herein described; and nothing contained herein shall ever be construed to place upon the railroad company any manner of liability for injury to or death of persons, or for damage to or loss of property, arising from or in any manner connected with the construction, maintenance or use of the portion of said highway located upon the railroad company's said property.

14. The license, granted hereby, shall not in any way prevent the railroad company from operating its trains or multiplying or changing its tracks across the land over which license has been granted, or under the overpass contemplated hereby.

15. The contract or contracts to be let by the State for the construction of the work to be undertaken by it hereunder shall provide:

A. Standard Manufacturer's and Contractor's Liability Insurance. The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations he performs, he carries regular Contractors' Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars (\$250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Property Damage Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars (\$250,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractors' Protective Liability Insurance. The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractors' Protective Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars (\$250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Protective Property Damage Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars (\$250,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

C. Railroads' Protective Liability and Property Damage and Physical Damage to Property Insurance. In addition to the above, the Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the railroad company the Standard Railroad Protective Liability Policy, with coverage as outlined in General Casualty Bulletin No. 258, dated July 9, 1958, issued by the State Board of Insurance of Texas, providing for Bodily Injury Liability a limit of not less than two hundred fifty thousand dollars (\$250,000.00) for each person and five hundred thousand dollars (\$500,000.00) for each occurrence and for Property Damage a limit of not less than two hundred fifty thousand dollars (\$250,000.00) for each occurrence and five hundred thousand dollars (\$500,000.00) aggregate during the policy period.

D. General. The insurance, as specified in paragraphs A. and B. above, shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Texas Highway Department.

The insurance, as specified in paragraph C. above, shall be carried until all work to be performed on the railroad right of way has been completed and the temporary grade crossing, if any, is no longer used by the Contractor.

16. Compliance with Title VI of the Civil Rights Act of 1964.

During the performance of this contract, the Railroad Company, (referred to as the "contractor" in the following paragraphs numbered 1 through 6) for itself, its assignees and successors in interest, agrees to comply with the following six paragraphs except in those instances where work undertaken under this agreement is performed by its own forces.

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. In accordance with the provisions of Policy and Procedure Memorandum No. 21-10, issued by the Bureau of Public Roads, October 3, 1958, this project has been determined to conform to Class 4, "Existing Railroad Crossed by New Highway". Under this classification no benefits shall be construed as accruing to the railroad company and no contribution by the railroad company will be required.

THE SOUTHERN PACIFIC COMPANY

By:

(Title)

(Title)

(Title)

Baker, Bost, Shepherd & Coates
Attorneys for Railroad Company

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 State Highway Commission:

By:

Assistant State Highway Engineer

Clyde F. Selms
Bridge Engineer *HWK*

F. L. Hawks

Chief Engineer of Highway Design

THE STATE OF TEXAS

COUNTY OF HARRIS

W. T. MAGEE

BEFORE ME, _____, a Notary Public in and
for said County and State, on this day personally appeared _____
B. M. STEPHENS Asst. General Manager

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 consideration
and in the capacity therein expressed, and as the act and deed of said _____
Southern Pacific Company

GIVEN under my hand and seal of office this 8th day of
November, 1966.


Notary Public in and for
County of HARRIS
State of TEXAS

CERTIFICATE OF AUTHORITY

I, H. T. Sterett, hereby certify that I am an Assistant
Secretary of the Southern Pacific Company, the corporation
referred to herein and which executed the attached agreement, with the State of
Texas; that B. M. STEPHENS, who executed said agreement as
Asst. General Manager of the Southern Pacific Company,
has been duly authorized and empowered to execute said agreement on behalf of the
Company by authority delegated to him by the President in accordance with the By-
laws of the Company; that I know the signature of said B. M. STEPHENS
and that the signature affixed to said agreement is his signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate
seal of said Company this 8th day of November, 1966.


Assistant Secretary



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

January 13, 1967

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. **D-5**

Harris County
Control 389-12
S.H. 146
Proposed Underpass Under MoPac Spur track to
U.S. Steel Plant Site S.E. of Baytown

Mr. C. Baker
Chief Engineer
Missouri Pacific R.R. Co.
210 N. 13th Street
St. Louis, Missouri 63103

R.R. File:
B-80229

Dear Sir:

We have your letter dated December 22, 1966. The State - Railroad agreement is being processed for signatures. It is possible that we may need to make a slight change in the exhibit "A" sketch to show a proposed City of Baytown boulevard extension which will intersect the highway just to the west of the point where the highway is to come out of the railway underpass cut. This may require lowering the proposed grade line change some at the west end. It is not anticipated that the change, if made, will increase the railroad participation very much if any. This matter should be resolved within the next week.

Our comments in regard to the drawings which accompanied your letter are as follows:

1. We recommend that exposed structural concrete receive Type 1 finish in accordance with Item 420 and that structural steel receive a field coat of aluminum paint for compatibility with other highway structures.

O.S. is done.

January 13, 1967

2. We assume concrete specifications for riprap will be equal to Item 432.

3. We are unable to comment on the elevations shown on the plans as these elevations are not tied to the highway datum or the new vertical alignment proposed for the highway.

4. To minimize the possibility of loosened track hardware, and debris from freight cars falling onto the highway, we would like for you to use timber scabs between the ties so as to close the opening in the deck beside each tie plate. Two 4"x4"x1'-6" scabs on each tie should suffice.

From a rough check of the sections used it appears that impact due to the rolling effect (10%) was not used and also it appears that allowable stresses were not reduced on account of the decreased depth of beam ratios. This procedure is certainly all right with us.

Yours truly,

D. C. Greer
State Highway Engineer

By:

CFS
Clyde F. Silvus
Bridge Engineer

LP:sw

✓ bcc: District 12



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

January 5, 1967

IN REPLY REFER TO
FILE NO. **D-8**

Harris County
Control 389-12
S.H. 146: Missouri Pacific Railroad Spur Crossing

District 12 - Houston

Reference is made to your letter dated December 27, 1966, and previous correspondence, all pertaining to the subject project. We have carefully studied this matter and are still of the opinion that the construction of a four lane divided section beneath the railroad, flanked by two lane sections on each end, would be a very undesirable arrangement. Experience has shown that each point of transition from two lane to multilane and vice versa creates hazardous conditions which induce accidents. For this reason, we believe that a multilane section should be constructed initially; however, if you deem such construction to be inadvisable, a much safer arrangement would be to construct only a two lane section throughout, including that portion beneath the railroad separation. The structure, of course, should be constructed to accommodate the future section as planned.

If you should elect to construct only the two lanes at this time, we assume that it would not be necessary to retain a consulting engineer for preparation of PS & E since it appears that all items of work would be considered betterment and would, therefore, be handled by the railroad company in the usual manner.

Your consideration of the above and comments concerning the same are respectfully requested.

JCS - Try to resolve this at the
time you visit in Austin next week.
WEC 1/6

Very truly yours,

D. C. Greer
State Highway Engineer

By: Original Signed by T. S. Huff

T. S. Huff, Chief Engineer
of Highway Design

cc: D-5



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

STATE HIGHWAY ENGINEER
D. C. GREER

December 27, 1966

IN REPLY REFER TO
FILE NO.

Harris County
State Highway 146
Missouri-Pacific Railroad Spur Crossing
Control 389

Mr. D. C. Greer
State Highway Engineer
Austin, Texas 78701

Attention: File D-8

Dear Sir:

In reply to your letter dated December 20, 1966, concerning the proposed work at the above crossing, we do not agree that the work involved in connection with the underpass should be expanded to include additional lanes between Lee and Alexander Drives. The section from Spur 201 to Alexander Drive should be included in a package deal and this likely will include a grade separation structure at Alexander Drive and perhaps one at Lee Drive. To proceed at this time with additional lanes could only result in doing work which would be subject to early revision. For your ready reference, 1965 ADT between Lee and Alexander Drives was 4960 and between Lee Drive and Spur 201 was 8660. The arrangement of roads to serve the U.S. Steel plant to be built just east of Baytown is yet to be planned and this planning could result in substantial changes in State Highway 146 not now anticipated. The cost of necessary addition in any event will be a very substantial amount.

For the above reasons, our request for financing and approval of an engineering contract should be processed at an early date as it is our understanding that the Railroad Company is expecting an early beginning of operation on this extension of their line.

Very truly yours,

W. E. Carmichael
District Engineer
District No. 12

LGJr:ds



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

December 20, 1966

IN REPLY REFER TO
FILE NO. D-8

Harris County
Control 389-12
SH 146: Proposed Missouri Pacific Railroad
Spur to US Steel Plant

District 12 - Houston

Reference is made to your letter of December 6, 1966, submitting schematics showing the proposed work at the above railroad crossing. We have reviewed your submission and strongly recommend that consideration be given to the construction at this time of the additional lanes shown on your layout in yellow and labeled as future construction. This arrangement would provide a continuous multilane facility rather than such a facility interspersed with short sections of two lane highway. We believe that the construction of these lanes in conjunction with the work at the railroad crossing will provide a much more desirable facility both from an operational and safety standpoint and be more economical to construct than at a later date.

You also asked that a request for financing the State's portion of the work be submitted to the Administration. Before forwarding your request, we believe that the above recommendation should be considered and an estimate furnished which would include the addition of the aforementioned additional lanes.

At such time as we submit a request to the Administration for financing of this project, we will also submit your request for Administrative approval of a contract with a consulting engineer for the preparation of PS & E.

Very truly yours,

D. C. Greer
State Highway Engineer

By: Original Signed by T. S. Huff

T. S. Huff, Chief Engineer
of Highway Design

cc: D-5



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

December 9, 1966

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. **D-5**

Harris County
Control 389-12
State Highway 146

Missouri Pacific Railroad Company underpass southeast of Baytown
(spur track to U. S. Steel Corp. Plant).

Mr. W. E. Carmichael
District Engineer
Houston, Texas

Dear Sir:

Attached for your review and signature are two copies of the
State-Railroad agreement on the above identified project.

Please return the agreements to this office so they can be
processed. Copies of the agreement will be sent to you when
they are fully executed.

Yours truly,

D. C. Greer
State Highway Engineer

By: *Clyde F. Silvus*
Clyde F. Silvus
Bridge Engineer

DE file copy *12/14*

FW/er

Sent to DOE
12/13



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

November 15, 1966

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
S.H. 146
Proposed Underpass for MoPac RR Spur Track to
U. S. Steel Southeast of Baytown

Mr. W. E. Carmichael
District Engineer
Houston, Texas

Dear Sir:

Attached hereto are copies of a letter dated November 2, 1966 from Mr. C. Baker, Chief Engineer, Missouri Pacific Railroad. For your ready reference, we have also included copies of the form of the agreement being made with the railroad. The agreement shows the underpass and the general roadway section which is to be used.

It is suggested that you furnish us with detailed sections desired as well as a list of specifications and special provisions which you will want to use on this project. We will in turn furnish the material to the railroad.

JCS - Handle
Tellepsen has been selected by
RR Co. to do their constr. and
planning as well - Tellepsen(Howard)
told me that he would contact
J.L. Baker redoing the highway
planning.

WEC

11/16

Yours truly,

D. C. Greer
State Highway Engineer

By:

Clyde F. Silvas
Bridge Engineer

LP:sw

cc: D-8

CFS
LP

MISSOURI PACIFIC RAILROAD COMPANY
THE TEXAS AND PACIFIC RAILWAY COMPANY

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 MA 1-1000

W. E. LAIRD
ENGINEER OF TRACK
E. T. FRANZEN
ENGINEER OF STRUCTURES

C. BAKER
CHIEF ENGINEER

C. W. PLUNKETT
ENGINEER OF SIGNALS,
COMMUNICATIONS AND EQUIPMENT
A. R. MILLER
ASSISTANT TO CHIEF ENGINEER

November 2, 1966

File B-80229

Mr. Clyde F. Silvus,
Bridge Engineer,
Texas Highway Department
Austin, Texas 78701

Harris County Control 389-12
State Hwy. 146 Proposed Underpass
MoPac RR Spur Track to U.S. Steel
Southeast of Baytown, Texas

Dear Mr. Silvus:

This has reference to your letter of October 31, file D-5, particularly that portion concerning the preparation of plans covering adjustment of the existing highway lanes in connection with the above-titled project.

To aid us in preparing these plans, please furnish prints of the standard sheets and details of roadway section, as mentioned in your letter. We would also like to have a sample copy of your specifications covering a similar project. Any other information you can furnish, that will be of some value in preparing these plans, will be appreciated.

We should also have a print of profile sheet showing your required grade line for the depressed highway.

Handling at your earliest convenience will be appreciated.

Yours very truly,

C. Baker

The writer is acting as a salaried corporate officer with address as above indicated; and if this communication constitutes an appearance under the law requiring registration with state agencies, Mr. Baker constitutes such registration.

RECEIVED

NOV - 7 1966

BRIDGE DIVISION



COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

October 31, 1966

STATE HIGHWAY ENGINEER
D. C. GREER

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
State Highway 146
Proposed Underpass for MoPac R.R. Spur Track to
U.S. Steel Company Plant Southeast of Baytown, Texas

Mr. C. Baker, Chief Engineer
Missouri Pacific Railroad Company
210 N. 13th Street
St. Louis, Missouri 63103

R.R. File
B-80229

Dear Sir:

We have your letter dated October 17, 1966.

Attached hereto are copies of the certificate of authority sheet for the crossing agreement which has been corrected to show Exhibit "C".

In regard to Section 9(a) of the agreement draft, we will be glad to cooperate to the fullest extent possible with the railroad, if the railroad prepares the plans, or with a consulting engineer of your choice if you use a consultant. A number of the sheets used in the plans will be our standard sheets, and we will also furnish you details of the roadway section.

The requirement that we be advanced the estimated cost of the highway modification contract (\$139,000.00) is not, insofar as we know, a State law. It is, however, a Highway Department policy that we have necessary funds for meeting obligations to be incurred under a construction contract before we advertise for bids and enter into such a contract.

Yours truly,

D. C. Greer
State Highway Engineer

By:

C. F. S.
Clyde F. Silvus
Bridge Engineer

LP:SW
bcc: District 12
bcc: D-8

TELEPHONE CONVERSATIONS

TO: Lewis Pennock August 19, 1966
2:00 P.M.
FROM: M. A. Wohlschlaeger, Public Works Engr.
Missouri Pacific Railroad Co., St. Louis, Mo.
SUBJECT: Harris County
Control 389-12
S.H. 146
Proposed Crossing of S.H. 146 by Spur
Track to U.S. Steel Company Plant Site
East of Houston

Mr. Wohlschlaeger said that he wanted Mr. Pennock to make the necessary arrangements for a meeting with the railroad people to be held on Tuesday, August 23, 1966 at 12:30 noon on the 9th floor of the Houston Club in Houston. Joe Orsten, Vice President, Missouri Pacific R.R., wants to discuss the general details of the crossing after dinner at the club. He also wanted to know the approximate number of highway people who would be present.

Mr. Pennock said that he would call back before 4:00 P.M., Austin time.

TO: Mr. M. A. Wohlschlaeger August 19, 1966
3:00 P.M.
FROM: Lewis Pennock

Mr. Pennock said that the time, date and place for the meeting was all right. He had talked to Mr. T. S. Huff, Chief Engr. Highway Design, and Mr. Huff would try, but not guarantee, to have someone represent that division at the meeting. Mr. Pennock had also talked to W. E. Carmichael, District Engr., Houston, and the District would have either two or three people present. Mr. Pennock said that he would be there.

LP:sw

cc: D-8

~~cc: District 12~~



INTEROFFICE MEMORANDUM

TO: Mr. D. C. Greer

Date August 17, 1966

FROM: Clyde F. Silvus

Responsible

SUBJECT: Harris County
Control 389-12
State Highway 146
Proposed Crossing of S.H. 146
By Missouri Pacific Railroad Spur Track
To U.S. Steel Company Plant Site East of Baytown

Desk **D-5**

The Missouri Pacific Railroad Company is planning the construction of a spur track from downtown in Baytown to the U.S. Steel Company plant site east of Baytown in Chambers County. The railroad proposes to cross S.H. 146 just southeast of Baytown by means of a railroad underpass. (See attached map)

S.H. 146 is a two lane highway at the site of the crossing. The pavement is positioned on a 200 foot right of way so that it can readily be expanded to a four or six lane divided highway.

Subject to your approval we propose to negotiate an agreement with the railroad which will provide that the railroad bear the cost of lowering our grade, about 9 feet, and the underpass cut and structure will be so constructed that our highway may be readily improved to a four or six lane divided highway. State's cost if any at this time will be limited to betterments.

C.F.S.

LP:sw

bcc: D-8

bcc: District 12

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-9

UTILITY AGREEMENT U1-4121
SH 99: FROM FM 565 TO FM 1405

RFP ADDENDUM #7

NOVEMBER 4, 2016



MEMORANDUM

TO: Mr. John P. Campbell, P.E.
Director, Right of Way Division

DATE: November 14, 2003

FROM: Frances Willison, P.E.

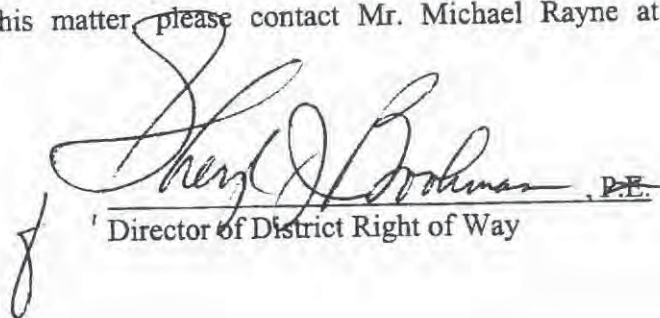
Originating Office
Houston District
ROW

SUBJECT: Utility Agreement U1-4121
Master Resources, L.L.C.
Account 8012-02-036
ROW CSJ 3510-10-004
Control 3510-10-003
Chambers County
SH 99: From FM 565 to FM 1405

Resubmitted for your review and further handling are four (4) copies of Master Resources, L.L. C.'s Utility Agreement Assembly in the amount of \$577,633.04 and four (4) copies of the Utility Joint Use Agreement on the above captioned project. This is an area of new Right of Way. In accordance with the attached easement documentation the adjustment should be approved at 100 percent of actual cost. Also attached is the Utility Adjustment Checklist.

We recommend approval as submitted.

If you have any questions concerning this matter, please contact Mr. Michael Rayne at (713) 802-5779.


Cheryl J. Bohman, P.E.
Director of District Right of Way

MR:trd
Attachments
cc: Mr. Michael Rayne

UTILITY ADJUSTMENT CHECKLIST
(to be included with submittal)

U-No.: U1-4121 Date Review Started
District: _____ Division: _____

Utility Name: MasterResources, L.L.C.

County: Chambers Dollar Amount of Adjustment/
Cost to State: \$577,633.04

L.P.A.(s)(if applicable): _____

ROW Account No: 8012-02-036

ROWCSJ No.: 3510-10-004

CCSJ No.: 3510-10-003 CHECK ONE
☒ Actual Cost OR ☐ Lump Sum

Federal-Aid ROW Project No. (if applicable): _____

Contract No.(if applicable): _____

ROW Project Release Date OR Early Release for Utilities Date: _____

Alternate Procedure Approval Date (if applicable): _____

Date of Eligibility (if applicable): 07/25/03

Highway: SH 99

Limits: From FM 565 to FM 1405

Description/Scope of Work: Adjust Pipeline depths for Highway Improvements

Submission Type: ☐ AP ☐ OAP ☐ 90-10 ☒ 100% State ☐ PASS
☐ Other: (specify) _____

(Note: Other pertinent checklists/worksheets appear in Utility Manual Secs.: 3.02, 12.04, 14.04, 16.06, 22.09, 22A.06-07)

1. Approved & current ROW Map on file with ROW Division?
☒ YES ☐ NO ☐ N/A
2. Is utility adjustment within ROW Project limits or DIRECTLY related to work required within ROW Project limits?
☒ YES ☐ NO ☐ N/A
3. Where necessary for a complete understanding, are there explanations, clarifications included in the transmittal?
☒ YES ☐ NO ☐ N/A

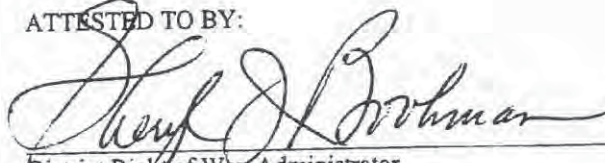
4. Correct number of copies for agreement (4) and billing (2) submitted?
☒ YES ☐ NO ☐ N/A
5. Alternate Procedure approval obtained where there is Federal-Aid in ROW/Utilities?
☐ YES ☐ NO ☒ N/A
6. Local funding secured from LPA where necessary?
☐ YES ☐ NO ☒ N/A
7. Utility consultant engineering contract reviewed and approved by District (if applicable)?
☐ YES ☐ NO ☒ N/A
8. All forms submitted are completed and correct for the situation/circumstance?
(all entry fields populated, force account or contracted work [open advertise low bid, prequalified low bid, existing continuing contract, box D with explanation])
☒ YES ☐ NO ☐ N/A
9. Signatory authority vested in utility representative signing forms if other than officer level?
☐ YES ☐ NO ☒ N/A
10. Corporate succession documented for property interest "chain of ownership"?
☒ YES ☐ NO ☐ N/A
11. Plans folded so as to fit into 8.5" x 11" file?
☒ YES ☐ NO ☐ N/A
12. Proof of property or compensable interest ownership by utility established where applicable?
☒ YES ☐ NO ☐ N/A
13. Is the estimate/bill properly and adequately itemized and detailed?
☒ YES ☐ NO ☐ N/A
14. Replacement utility ROW charges justified and supported?
☐ YES ☐ NO ☒ N/A
15. Information on plans sufficient and adequate to:
determine necessity and justification of proposed work?
☒ YES ☐ NO ☐ N/A
demonstrate Utility Accommodation Policy compliance?
☒ YES ☐ NO ☐ N/A
indicate highway stationing and affected parcels, offsets from centerline, edge of pavement or ROW lines?
☒ YES ☐ NO ☐ N/A
provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?
☒ YES ☐ NO ☐ N/A
16. Project or vicinity plat provided where needed to understand aspects pertinent to proposed work?
☒ YES ☐ NO ☐ N/A
17. Backfill requirements met?
☐ YES ☐ NO ☒ N/A
18. Schedule of work provided by/required of utility company if large, complex adjustment?
☐ YES ☐ NO ☒ N/A
19. Estimate compared and reconciled to plans and statement of work in agreement?
☐ YES ☐ NO ☒ N/A

20. Eligibility ratio calculated and recommended?
☒ YES ☐ NO ☐ N/A
21. Betterment credit applicable?
☐ YES ☒ NO ☐ N/A
If yes, is credit calculated and applied properly?
☐ YES ☐ NO ☐ N/A
22. Accrued Depreciation credit applicable?
☐ YES ☒ NO ☐ N/A
If yes, is credit calculated and applied properly?
☐ YES ☐ NO ☐ N/A
23. Salvage credit applicable?
☐ YES ☐ NO ☒ N/A
If yes, is credit applied properly?
☐ YES ☐ NO ☐ N/A
24. Adequate unencumbered ROW project funds available?
☒ YES ☐ NO ☐ N/A
25. Overheads and loadings checked for reasonableness?
☒ YES ☐ NO ☐ N/A
26. Estimate extensions checked?
☒ YES ☐ NO ☐ N/A
27. Bill extensions checked?
☐ YES ☐ NO ☒ N/A
28. Correct & recorded Quitclaim submitted if required?
☐ YES ☐ NO ☒ N/A
29. Beginning and ending dates of work included with final billing?
☐ YES ☐ NO ☒ N/A
30. Costs incurred after:
ROW project release date?
☐ YES ☐ NO ☒ N/A
Alternate Procedure approval date?
☐ YES ☐ NO ☒ N/A
Date of eligibility?
☒ YES ☐ NO ☐ N/A
Date of Agreement Assembly approval?
☐ YES ☐ NO ☒ N/A
County Judge/County Commissioners Work Order date?
☐ YES ☐ NO ☒ N/A
31. Bill compared and reconciled to approved agreement, estimate and plans?
☐ YES ☐ NO ☒ N/A
32. Conditions applied to agreement assembly at time of approval have been addressed by time of final billing?
☐ YES ☐ NO ☒ N/A
33. Inspectors diary used to verify charges on bill?
☐ YES ☐ NO ☒ N/A

34. Utility contractor's continuing contract with rate schedule used to verify charges on bill?
☐ YES ☐ NO ☒ N/A
35. Correct payee number and mail code used on Form 132?
☐ YES ☐ NO ☒ N/A
36. Amount of Form 132 agrees with utility invoice and supporting data?
☐ YES ☐ NO ☒ N/A
37. Name on Form 132 agrees with name on approved agreement assembly?
☐ YES ☐ NO ☒ N/A
38. "Final" or "Partial" wording appears on Form 132? .
☐ YES ☐ NO ☒ N/A
39. Location of records for auditing and mailing purposes shown?
☐ YES ☐ NO ☒ N/A
40. Database entries made (ROW Division only)?
☐ YES ☐ NO ☐ N/A
41. Significant/major changes to approved scope of work explained and justified by time of final billing?
☐ YES ☐ NO ☒ N/A
42. DETAILED & ITEMIZED estimate and matching plans provided if using Lump Sum method?
☐ YES ☒ NO ☐ N/A
43. ROW map noted/annotated (ROW Division only)?
☐ YES ☐ NO ☐ N/A

Comments: _____

ATTESTED TO BY:

for 
District Right of Way Administrator

11/17/03
Date

RJ HAECHTEN ENGINEERING AND CONSULTING

**3033 GLEN IRIS DRIVE
LEAGUE CITY, TEXAS 77573
(281) 334-3421 FAX (281) 334-3461**

November 11, 2003

Michael Rayne

Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

Re: CSJ No. 3510-10-004
SH99, Chamber County
Utility Adjustment U1-4121

Mr. Rayne,

Please reference your fax dated October 31, 2003. Per your request we have revised our estimate to include additional breakdown of the estimate costs, additional comments about the estimate, and modified the format. Please note that some estimated costs have been replaced with actual bid costs which we have received since our initial estimate submittal.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Randy Haechten

TEXAS DEPARTMENT OF TRANSPORTATION
RECEIVED

NOV 12 2003

HOUSTON DISTRICT R.O.W.

**MASTERS RESOURCES, LLC
ESTIMATE FOR TXDOT RELOCATIONS
UTILITY ADJUSTMENT U1-4121**

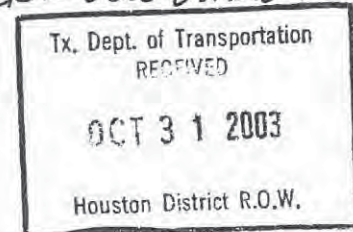
DESCRIPTION	QTY	UNITS	PRICE	TOTAL
ENGINEERING:				
Project Coordination	50	hours	\$75.00	\$3,750.00
Correspondence and Documentation	30	hours	\$75.00	\$2,250.00
Design	30	hours	\$75.00	\$2,250.00
Estimate	30	hours	\$75.00	\$2,250.00
Bid prep., bidding, and bid evaluation	60	hours	\$75.00	\$4,500.00
Construction Management	52	hours	\$75.00	\$3,900.00
Mileage	1600	miles	\$0.375	\$600.00
TOTAL ENGINEERING				\$19,500.00
SURVEYING:				
3 Man Survey Crew	9	days	\$975.00	\$8,775.00
4 Man Survey Crew	4	days	\$1,190.00	\$4,760.00
Supervision	102	hours	\$65.00	\$6,630.00
GPS equipment	5	days	\$271.00	\$1,355.00
All terrain vehicle	6	days	\$81.00	\$486.00
Mileage	1960	miles	\$0.43	\$842.80
Miscellaneous	1	lot	\$151.20	\$151.20
TOTAL SURVEYING				\$23,000.00
DRAFTING:				
Supervision	36	hours	\$65.00	\$2,340.00
Cad Operator	150	hours	\$56.50	\$8,475.00
Draftsman	10	hours	\$35.00	\$350.00
Mileage	400	miles	\$0.39	\$156.00
Miscellaneous	1	lot	\$679.00	\$679.00
TOTAL DRAFTING				\$12,000.00
RIGHT OF WAY:				

Right of Way Agent		82	hours		\$5,330.00
Mileage		500	miles		\$195.00
Miscellaneous		1	lot		\$975.00
TOTAL RIGHT OF WAY					\$6,500.00
8" Pipeline Crossing @ SH99 Sta. 362+94					
Bid price for labor and equipment		1	Bid	\$15,561.00	\$15,561.00
Bid price for 125 feet of 8.635", Gr. B, Std WT pipe and misc. material		1	Bid	\$1,765.00	\$1,765.00
Inspection		2	days	\$500.00	\$1,000.00
Radiograph Welds		6	welds	\$16.00	\$96.00
Inspection		6	days	\$400.00	\$2,400.00
Asbestos Abatement		125	feet	\$30.00	\$3,750.00
Misc. including temporary ROW and grazing damages		1	lot	\$1,000.00	\$1,000.00
Install of new anodes, relocate rectifier, and new power connection		1	lot	\$26,500.00	\$26,500.00
TOTAL					\$52,072.00
8" Pipeline Crossing @ Channel 'K' @ Sta. 10+97					
Bid price for labor and equipment		1	Bid	\$44,308.00	\$44,308.00
Bid price for 240' of 8.625", Gr. B, Std WT pipe, 4 ea. 45 3R ells, and misc. material		1	Bid	\$4,580.00	\$4,580.00
Radiographic Crew		3	days	\$500.00	\$1,500.00
Radiograph Welds		16	welds	\$16.00	\$256.00
Inspection		6	days	\$400.00	\$2,400.00
Asbestos Abatement		300	feet	\$30.00	\$9,000.00
Additional pipeline ROW width		1	lot	\$7,500.00	\$7,500.00
TOTAL					\$69,544.00
8" Pipeline Crossing @ SH99 @ Sta. 514+59 and Channel 'E' @ Sta. 20+93					
Bid price for labor and equipment		1	Bid	\$43,256.00	\$43,256.00
Bid price for 850 feet of 8.635", Gr. B, Std WT pipe and misc. material		1	Bid	\$11,050.00	\$11,050.00
Radiographic Crew		4	days	\$500.00	\$2,000.00
Radiograph Welds		22	welds	\$16.00	\$352.00
Inspection		6	days	\$400.00	\$2,400.00
Asbestos Abatement		850	feet	\$30.00	\$25,500.00
Misc. including temporary ROW and grazing damages		1	lot	\$1,000.00	\$1,000.00
Blowdown, purge, and refill 21,000 feet of 8" pipe at 650 psig		413	mcf	\$4.80	\$1,982.40

TOTAL							\$87,540.40
6" Pipeline Crossing @ SH99 @ Sta. 514+59 and Channel 'E' @ Sta. 20+93							
Bid price for labor and equipment				1	Bid	\$24,583.00	\$24,583.00
Misc. material bid price				1	Bid	\$985.00	\$985.00
Inspection				6	days	\$400.00	\$2,400.00
Misc. including temporary ROW and grazing damages				1	lot	\$1,000.00	\$1,000.00
Blowdown, purge, and refill 21,000 feet of 6" pipe at 650 psig				149	mcf	\$4.80	\$715.20
TOTAL							\$29,683.20
REROUTE PRODUCTION							
Actual bid price for labor, equipment, and material				1	Bid	\$193,450.00	\$193,450.00
COMPANY LABOR							
Average Labor Cost				150	hours	\$50.00	\$7,500.00
Overhead				20	percent	\$7,500.00	\$1,500.00
TOTAL							\$9,000.00
TOTAL ESTIMATE							
Subtotal							\$502,289.60
Contingency				15	percent	\$502,289.60	\$75,343.44
TOTAL ESTIMATE							\$577,633.04



Memorandum



Date: October 30, 2003

To: Frances Willison, P.E.
Houston District
Right of Way Section

From: Jesse R. Cooper, RPLS
Maps, Survey & Utility Section
Right of Way Division *[Signature]*

Subject: Utility Adjustment U1-4121
Master Resources, L.L.C.
Chambers County
CSJ No.: 3510-10-004
8012-02-036
SH 99: From 565 to FM 1405

The above utility agreement package is being returned unprocessed because the estimate is not in accordance with the Utility Manual.

In Section 7 of the Utility Manual,.....The estimate in support of the agreement shall set forth the items of work to be performed, broke down as to estimated costs of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, right of way, preliminary engineering, and construction engineering, including an itemization of appropriate credits for salvage and betterments, all in sufficient detail to provide the State a reasonable basis for analysis..... Also, please color code 2 set of plans.

Once you obtain the necessary documents, please resubmit for continued processing.

If you have further questions, please contact Melissa Owen at (512) 416-2956.

Attachments

Row

MASTERS RESOURCES, LLC.

AN
OIL AND GAS PRODUCTION
COMPANY

September 30, 2003

Michael Rayne

Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

Re: CSJ No. 3510-10-004
SH99, Chamber County
Utility Adjustment U1-4121

Mr. Rayne,

Please reference your letter dated March 17, 2003. As you are aware Masters acquired these pipelines at the beginning of this year. The need to familiarize ourselves with the operation of these pipelines and the complexity of rerouting production during the relocation of these pipelines caused the delay in our response. Please find enclosed the following documents for your review and further handling:

- Form D-15-131, Standard Utility Agreement
- Form D-15-80A, Utility Joint Use Agreement
- Form D-15-48, Statement
- Form D-15-U1, Affidavit
- Six copies each of the instruments verifying Masters Resources interests in the land affected by the project.
- Two copies each of drawings detailing Masters plan of adjustment for each pipeline.
- Cost estimate to adjust the pipelines.

Relocation Plans: The physical relocation plans for the pipelines are detailed on the enclosed drawings. The relocation of our eight inch diameter pipeline located at approximate station number 10+97 of Channel 'K' will be accomplished by replacing the line with new pipe. The line is currently inactive and rerouting production or venting the line will not be required.

The relocation of our eight inch pipeline located at approximate station number 362+94 of SH 99 will be accomplished by replacing line with new pipe. We will also need to relocate the rectifier and ground bed. This is the same line that will be adjusted at Channel 'K'.

The relocation of our six inch pipeline located at approximate station number 21+03 of Channel 'E' and 514+66 of SH 99 will be accomplished by free stressing the existing line of the appropriate elevation. The pipeline is currently under pressure and will be vented before the line is lowered.

The relocation of our eight inch pipeline located at the same approximate stations as the six inch will be accomplished by replacing the pipe at both locations. This pipeline is currently in service and taking it out of service is a major concern for Masters. This pipeline is the only means of transportation for gas produced from Masters' off shore wells in Galveston Bay. Current production from Masters' wells is approximately 3 MMSCFD of natural gas and 400 BPD of crude oil and natural gas liquids.

Masters has explored four separate alternatives for rerouting the gas during the relocation of this pipeline. Alternative No. 1 is to shut in production from Masters' wells during the relocation. We decided against this alternative due to the potential high cost. Not only would production be lost, but there is a high degree of probability that the production could not be restored due to fluid loading of the wells.

Alternative No. 2 is to reroute gas through the six inch pipeline during the relocation of the eight inch. We also decided against this alternative for two reasons. There is no existing contract for gas on this pipeline. Establishing a contract even on a temporary basis could take several months. Secondly, the hazards associated with working in close proximity to the pipeline transporting the gas again places the production at risk.

Alternative No. 3 is to stopple and by pass the eight inch pipeline. This pipeline is believed to be over 50 years old and its condition is unknown. Again, if there were an incident during the stopple operation this would require shutting in the wells.

Alternative No.4 is to establish a new temporary tie in to be used during the relocation. We have contacted the property owner and included the estimated cost to establish this tie in on their property.

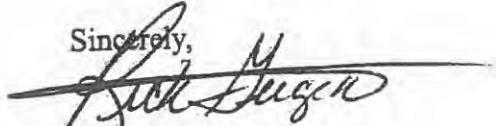
Estimate: Our estimated cost to adjust the pipelines is \$612,021. Asbestos abatement has been included in the estimated cost. At this time we are unaware of asbestos in the coating, but must abate the coating if found to contain asbestos fibers when tested. We have also included tenant/ROW damages. We are in the process of contacting the landowners to determine if there are any tenants and begin negotiating any possible damages. Salvage value of the pipe will be minimal and has not been estimated. Our current plans are to offset the cost of abatement by giving the pipe to the abatement contractor or by offering the pipe to the construction contractors as part of the bid.

Relocation of the pipelines will be bid to five pipeline construction contractors. Radiographic services, inspection, asbestos testing and abatement, and relocation of the rectifier will be performed on a time and material basis. Installation of the new temporary tie in will be bid to three facility rental and construction companies.

All the adjustments will be performed outside existing roadways and traffic control plans will not be required.

If you have any questions or require additional information, please contact Randy Haechten at 281/731-7436.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Geiger", with a long horizontal flourish extending to the right.

Rick Geiger
Operations Manager

Texas Department of Transportation
Form D-15-131
Page 1 of 2 Rev. 02/01

STANDARD UTILITY AGREEMENT
Non Federal-aid

Agreement No. _____

County	Chambers	ROW Account Number	8012-02-036
Federal Project Number		Highway Number	SH 99
CSJ Number	3510-10-004	Control Number	3510-10-003

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the State, and **MASTERS RESOURCES, LLC.**, 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 **CHAMBERS** Highway **SH 99**
located from **FM 365**
to **FM 1405**

; 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:

*Relocate 8" pipeline @ Channel 'K' Station 10+97,
Relocate 8" pipeline and rectifier @ SH 99 Station 362+94
Relocate 6" and 8" pipelines @ Channel 'C' Station 20+93
Relocate 6" and 8" pipelines @ SH 99 Station 514+59*

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.

Texas Department of Transportation
Form D-15-131
Page 2 of 2 Rev. 02/01

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 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 adjustments, 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 cost 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 this 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.

Company: Martin Rescon, LLC
Utility Name

By: [Signature]
Authorized Signature

Title: Managing Partner

Date: 7/7/03

EXECUTION RECOMMENDED:

[Signature]
District Engineer, Texas Department of Transportation

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: _____

04/24/2003 08:22 FAX 7138025700

TXDOT ROW

002

Texas Department of Transportation
Form D-15-80A
Page 1 of 2 Rev. 2/01

Utility Joint Use Agreement
(Control Access Highway)

Agreement No.

THE STATE OF TEXAS)

COUNTY OF CHAMBERS)

County

Federal Project No.

ROW CSJ No.

ROW Account No.

Highway No.

Limits

Chambers

3510-10-004

8012-02-036

SH 99

FM 565 to Fm 1405

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Department of Transportation, proposes to make certain highway improvements on that section of the aboveindicated highway; and

WHEREAS, the MASTERS RESOURCES, LLC, herein after called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Standard Utility Agreement as executed by Owner on the 7 day of July, 20 03, or on location sketches attached hereto except as provided hereinbelow:

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Department of Transportation prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

Owner hereby agrees that access for servicing its facilities normally will be limited to access via: (a) frontage roads where provided, (b) nearby or adjacent public roads and streets or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through traffic roadways and ramp as necessary to accomplish the required emergency repairs.

04/24/2003 08:22 FAX 7138025700

TxDOT ROW

Texas Department of Transportation
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Participation in actual costs incurred by the Owner for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the Owner and the State, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

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

Owner:

MASTERS RESOURCES, LLC
Utility Name

EXECUTION RECOMMENDED:

By:

[Signature]
Authorized Signature

for

[Signature]
District Engineer, Texas Department of Transportation

Title:

Managing Partner

Date:

7/7/03

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:

Texas Department of Transportation
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STATEMENT
(Covering Contract Work as Appears in Preliminary Estimate)
Agreement No. _____

County	Chambers	Account No.	8012-02-036
Federal Project No.		Highway No.	SH 99
ROW CSJ No.	3510-10-004	Control No.	3510-10-003

I, Richard H. Lee, a duly authorized and qualified representative of, MASTERS RESOURCES, LLC, hereinafter referred to as **Owner**, and fully aware of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

I. It is more economical and/or expedient for **Owner** to contract this adjustment because:

II. 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 preliminary 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.

B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified 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. Such presently known contractors are listed below:

1. DRIVER PIPELINE Co., INC.
(PIPELINE)

2. TROY CONSTRUCTION
(PIPELINE)

3. TEPSCO, INC.
(PIPELINE)

4. TANNER PIPELINE, LLC
(PIPELINE)

5. M. J. SHERIDAN OF TEXAS, INC.
(PIPELINE)

1) STREAMLINE (FACILITY)

2) WPS (FACILITY)

3) HANOVER (FACILITY)

Texas Department of Transportation

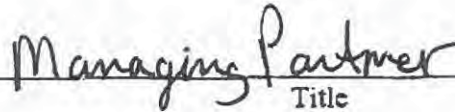
Form D-15-48

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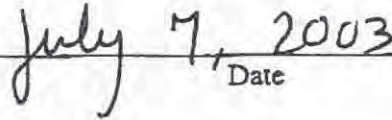
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information 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 preliminary 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).



Signature



Title



Date

Texas Department of Transportation
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AFFIDAVIT

Agreement No. _____

THE STATE OF TEXAS)
)
COUNTY OF CHAMBERS)

County	Chambers
Federal Project No.	
ROW CSJ No.	3510-10-004
ROW Account No.	8012-02-036
Highway No.	SH 99

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, herein called the State, has deemed it necessary to make certain improvements on SH 99 in CHAMBERS County, Texas, from FM 565 to FM 1405; and

WHEREAS, it is anticipated that the hereinabove mentioned improvements will affect the facilities of MASTERS RESOURCES, LLC., hereinafter called the OWNER, at the following described locations:

*RELOCATE 8" pipeline @ Channel 'K' Station 10+97
Relocate 8" pipeline and rectifier @ SH 99 Station 362+94
Relocate 6" and 8" pipeline @ Channel 'E' Station 20+93
Relocate 6" and 8" pipeline @ SH 99 Station 514+59*

WHEREAS, the State has requested that the Owner furnish to the State information relative to interests that Owner hold in lands at each of the hereinabove referenced locations;

NOW THEREFORE, before me, the undersigned authority, this day personally appeared Richard H. Lee, who, after being by me duly sworn, did depose and say:

That he/she is Managing Partner of MASTERS RESOURCES, LLC. and, as such, has knowledge of the facts contained herein, and

That, to the best of his/her knowledge, said Owner is the owner of the following described interests in the hereinabove-indicated lands, copies of the instruments under which said Owner claims said interests being attached hereto and made a part hereof.

Texas Department of Transportation
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Page 2 of 2 Rev. 02/01

Rights of way for 6" and 8" pipelines
and cathodic protection rectifier.

ATTACHMENT No. 1 - ASSIGNMENT AND BILL OF SALE

ATTACHMENT No. 2 - PIPELINE EASEMENT - CHANNEL "G" @ STA 21+03
SH99 @ STA 514+66

ATTACHMENT No. 3 - PIPELINE EASEMENT - SH99 @ STA 362+94
CHANNEL "K" @ STA 10+97

RJM/L

Signature

Managing Partner

Title

Martin Resources, LLC.

Company

Sworn to and subscribed before me this

7th

day of

July

A.D. 20 03

Claudia R. Helmkamp

Notary Public, State of Texas (Signature)

CLAUDIA R. Helmkamp

(Print or Type Name of Notary Public)



Commission expires on the

day of

20

Attachment #1

Vol. 595, Pg. 740

Assignment and Bill of Sale

**Vintage Petroleum, Inc. to
Masters Resources, L.L.C.**

10288-13

ASSIGNMENT AND BILL OF SALE

02 595 740

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and subject to the other provisions in this Assignment, Vintage Petroleum, Inc. ("Vintage"), a Delaware corporation having its principal place of business at 110 West Seventh Street, Tulsa, Oklahoma 74119, assigns to Masters Resources, L.L.C. ("Assignee"), a Texas limited liability company having its principal place of business at 9801 Westheimer, Suite 1070, Houston, Texas 77042, its entire interest in:

- the Point Barrow Gathering System (the "Point Barrow System") highlighted in yellow on Exhibit A (attached and incorporated into this Assignment) and described on Exhibit B (attached and incorporated into this Assignment);
- the Hematite Pipeline System (the "Hematite System") highlighted in yellow on Exhibit C (attached and incorporated into this Assignment) and described on Exhibit D (attached and incorporated into this Assignment);
- the oil, gas and mineral leases described on Exhibit E-1 (attached and incorporated into this Assignment), and the oil gas and mineral leases described on Exhibit E-2 (attached and incorporated into this Assignment) but only insofar as those leases cover the wellbores of the Sterling Unit Well # 1 and Sterling Unit Well # 2. All of the oil, gas and mineral leases are collectively referred to as the "Leases;"
- all oil and gas wells, salt water disposal wells, injection wells and other wells and pits located on or attributable to the Point Barrow System, Hematite System or Leases (collectively the "Wells"), including the Wells described on Exhibit F (attached and incorporated into this Assignment);
- all equipment, machinery, flowlines, gathering lines, pipelines, pole lines, appurtenances, materials, fixtures, improvements and other personal property located on, used in the operation of or relating to the production, treatment, sale or disposal of hydrocarbons, water or associated substances produced from or attributable to the Point Barrow System, Hematite System, Leases or Wells (collectively the "Personal Property");
- all hydrocarbons, including natural gas, casing head gas, drip gasoline, natural gasoline, natural gas liquids, condensate products and crude oil, whether gaseous or liquid, produced from or attributable to the Point Barrow System, Hematite System, Leases or Wells on or after the Effective Date, as defined below (collectively the "Hydrocarbons");
- all contracts, instruments and orders relating to the Point Barrow System, Hematite System, Leases, Wells, Personal Property and Hydrocarbons (collectively the "Contracts"), including the Contracts described on Exhibit G (attached and incorporated into this Assignment); and

- all files, records, information and materials, including licensed raw or processed geophysical data and interpretations of that data, relating to the Point Barrow System, Hematite System, Leases, Wells, Personal Property, Hydrocarbons and Contracts owned by or in the possession of Vintage which Vintage is not prohibited from transferring to Assignee by law or existing contractual relationship (collectively the "Records").

The Point Barrow System, Hematite System, Leases, Wells, Personal Property, Hydrocarbons, Contracts and Records are collectively referred to in this Assignment as the "Assigned Interests." But Vintage reserves and does not assign to Assignee the following:

- (A) all of Vintage's reserve estimates, economic analysis, pricing forecasts, legal opinions and other analysis, except title opinions and abstracts, relating to the Assigned Interests and all information relating to the Assigned Interests which Vintage considers confidential or protected by attorney-client privilege;
- (B) all rights and claims relating to the Assigned Interests, other than rights or claims in connection with gas imbalances, arising, occurring or existing in favor of Vintage prior to the Effective Date, including all contract rights, claims, penalties, receivables, revenues, recoupment rights, recovery rights, pollution credits, accounting adjustments, mispayments, erroneous payments, property damage claims, insurance claims, indemnity claims, bond claims and condemnation claims;
- (C) all corporate, financial and tax records of Vintage. But, upon request, Assignee will be entitled to receive copies of all financial and tax records which directly relate to the Assigned Interests and which are necessary for Assignee's ownership, administration or operation of the Assigned Interests;
- (D) all claims of Vintage for refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem, income, franchise and all other taxes attributable to the Assigned Interests for all periods prior to the Effective Date;
- (E) all amounts due or payable to Vintage as adjustments or refunds under any contract affecting the Assigned Interests for all periods prior to the Effective Date;
- (F) all amounts due or payable to Vintage as adjustments to insurance premiums related to the Assigned Interests for all periods prior to the Effective Date;
- (G) all monies, proceeds, accruals, benefits, receipts, credits, income, revenues, security or deposits attributable to the Assigned Interests prior to the Effective Date;
- (H) all of Vintage's patents, trade secrets, copyrights, names, marks and logos;
- (I) all computers, hardware, software and software licenses;

02 595 741

- 02 595 742
- (J) all vehicles, boats and vessels;
 - (K) all licensed raw or processed geophysical data and all interpretations of that data which Vintage is prohibited from transferring to Assignee by law or existing contractual relationship;
 - (L) all of the materials and equipment described on Exhibit H (attached and incorporated into this Assignment) which are located near the Point Barrow System;
 - (M) the Cedar Point Salt Water Disposal Well # 1 that Vintage utilizes with its Umbrella Point Field operations; and
 - (N) all of the real and personal property, including roads and docks, located on or within the area highlighted in yellow on Exhibit I (attached and incorporated into this Assignment).

This Assignment is effective December 1, 2002 (the "Effective Date"), and is subject to the following provisions:

1. **No Warranties or Representations.** This Assignment is signed without any warranty or representation of any kind, including warranty of title, warranty of merchantability and warranty for a particular purpose, as to the Assigned Interests. Vintage makes no warranty or representation of any kind as to the accuracy or completeness of any data, information or material furnished to Assignee in connection with the Assigned Interests, the quality or quantity of hydrocarbon reserves attributable to the Assigned Interests or the ability of the Assigned Interests to produce hydrocarbons. Assignee has inspected the Assigned Interests and is satisfied with their physical and environmental condition, both surface and subsurface. Assignee accepts the Assigned Interests in an "As Is, Where Is" condition.
2. **Assumption of Duties and Obligations.** As of the Effective Date, Assignee will assume all duties and obligations of Vintage with respect to the Assigned Interests, including any request or order to plug, re-plug or abandon any of the Assigned Interests, remove any of the Assigned Interests, or take any clean-up or remediation action with respect to the Assigned Interests.
3. **Indemnity.** ASSIGNEE WILL INDEMNIFY VINTAGE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND HOLD THEM HARMLESS FOR ALL EXPENSES, SETTLEMENTS, JUDGMENTS, COURT COSTS, INTEREST AND ATTORNEY'S FEES INCURRED AS A RESULT OF ANY LITIGATION OR THREAT OF LITIGATION RELATING TO THIS ASSIGNMENT, THE ASSIGNED INTERESTS OR ANY PRIOR OR FUTURE OPERATIONS ON, OF OR WITH RESPECT TO THE ASSIGNED INTERESTS.

4. **Taxes / Fees.** Assignee will pay all transactional taxes, including sales, use, lease and ad valorem taxes, and all recording fees due as a result of this Assignment.
5. **Other Assignments.** This Assignment is made subject to the Purchase and Sale Assignment, between Vintage and Assignee, dated December 10, 2002.
6. **Effect of Assignment and Bill of Sale.** This Assignment binds the parties as well as their heirs, successors and assigns.

Signed: December 23, 2002.

Vintage Petroleum, Inc.

By: 

Name: Robert W. Cox

Title: Vice President

Masters Resources, L.L.C.

By: 

Name: Richard H. Lee

Title: Managing Member

CORPORATE ACKNOWLEDGEMENT

State of Oklahoma)

) ss.

County of Tulsa)


Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 2002, personally appeared Robert W. Cox to me known to be the Vice President of Vintage Petroleum, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Robert W. Cox acknowledged that he executed the same in the capacity therein stated and for the purposes therein set forth.

I have hereunto set my hand and official seal this 23rd day of December 2002.

My Commission Expires:

6-18-05
#0101046




Notary Public

02 595 743

CORPORATE ACKNOWLEDGEMENT

State of Texas)
County of Harris) ss.

02 595 744

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 2002, personally appeared Richard H. Lee to me known to be the Managing Member of Masters Resource LLC, who subscribed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

I have hereunto set my hand and official seal this 23rd day of Dec., 2002.

My Commission Expires:

4/28/2006



Claudia R. Helmkamp
Notary Public

EXHIBIT A

to the Assignment and Bill of Sale
dated December 23, 2002

02 595 745

POINT BARROW
GATHERING SYSTEM

Beach
URPG

CHILDS

ESERCH

ESERCH

ESERCH

ESERCH

ESERCH

ESERCH

ESERCH

ESERCH

ESERCH



Exhibit B
to the Assignment and Bill of Sale
dated December 23, 2002

Description of the Point Barrow Gathering System

The Point Barrow Gathering System is comprised of approximately 29 miles of 4" to 8" offshore and onshore pipelines, plus an onshore separation and dehydration facility located in Chambers County, Texas. The pipeline portion of the Point Barrow Gathering System consists of approximately 15.5 miles of 8" steel pipe, 12.0 miles of 6" steel pipe, and 1.5 miles of 4" steel pipe.

02 595 746

EXHIBIT C

02 595 747

to the Assignment and Bill of Sale
dated December 23, 2002

HEMATITE #2
HEMATITE #1
STERLING
6.625" O.D. x 219" W.T.
HEMATITE TO UMPRELLA POINT

UPRC



**Exhibit D
to the Assignment and Bill of Sale
dated December 23, 2002**

Description of the Hematite Pipeline System

The Hematite Pipeline System is comprised of approximately 3.5 miles of 6" onshore pipeline in Chambers County, Texas.

02 595 748

**Exhibit E-1
to Assignment and Bill of Sale
dated December 23, 2002**

FISHERS REEF OIL & GAS LEASES

02 595 749

LEASE NO.: M-96828
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/3/95
RECORDED: 95 284 730
DESCRIPTION: NE/2 of tract 2-3A, Trinity Bay, Chambers County, Texas
containing 320 acres, as shown on the official map of Trinity Bay
now on file in the Texas General Land Office. Limited to:
(a) lands within the aerial boundaries of the State Tract 1-4A Unit
Pooling Agreement dated eff. 12-11-01 Rec. 02 551 735. (b) State
Tract 2-3A Unit Pooling Agreement eff. 10-6-98 Rec. 98 395 730

LEASE NO.: M-96829
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 739
DESCRIPTION: SW/2 of Tract 2-3A, Trinity Bay, Chambers County, Texas
containing 320 acres, as shown of the official map of Trinity Bay
now on file in the Texas General Land Office. Limited to:
(a) lands within the aerial boundaries of the State Tract 1-4A Unit
Pooling Agreement dated eff. 12-11-01 Rec. 02 551 735. (b) State
Tract 2-3A Unit Pooling Agreement eff. 10-6-98 Rec. 98 395
730. State Tract 46 No. 1 Unit Pooling Agreement dated eff. 9-
15-98 Rec. 98 395 65.

LEASE NO.: M-96830
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 748
DESCRIPTION: SW/2 of Tract 6-7A, Trinity Bay, Chambers County, Texas
containing 320 acres, as shown of the official map of Trinity Bay
now on file in the Texas General Land Office. Limited to lands
within the aerial boundaries of the State Tract 1-4A Unit Pooling
Agreement dated eff. 12-11-01 Rec. 02 551 735.

LEASE NO.: M-96834
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 766
DESCRIPTION: NE/2 of Tract 47, Trinity Bay, Chambers County, Texas
as shown of the official map of Trinity Bay now on file in the
Texas General Land Office. Limited to lands within the aerial
boundaries of the State Tract 46 No. 1 Unit Pooling Agreement
dated eff. 9-15-98 Rec. 98 395 65.

LEASE NO.: M-96835
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 775
DESCRIPTION: SW/2 of Tract 47, Trinity Bay, Chambers County, Texas
as shown of the official map of Trinity Bay now on file in the
Texas General Land Office. Limited to lands within the aerial
boundaries of the State Tract 46 No. 1 Unit Pooling Agreement
dated eff. 9-15-98 Rec. 98 395 65.

LEASE NO.: M-19755
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 2/6/36
RECORDED: Vol. 52 Pg. 116
DESCRIPTION: Tract 46, containing 637.1 acres, more or less, Galveston Bay,
Chambers County, Texas, as shown on General Land Office map
of Galveston, Turtle and East Bays, dated December 1935. Lease
calls 620 acres; surveyed on the ground to contain 637.1 acres in
report dated February 13, 1952.

LEASE NO.: M-28471
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 3/9/44
RECORDED: Vol. 86 Pg. 524
DESCRIPTION: Tract 45, containing 627.4 acres, more or less, Galveston Bay,
Chambers County, Texas, as shown on General Land Office map
of Galveston, Turtle and East Bays, dated December 1935. Lease
calls 620 acres; surveyed on the ground to contain 627.4 acres in
report dated February 13, 1952.

02 595 750

LEASE NO.: M-30083
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 275
DESCRIPTION: Tract 1-4A, containing 606 acres, more or less, Galveston Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office. Lease calls 660 acres; surveyed on the ground to contain 606 acres in report dated February 13, 1952.

LEASE NO.: M-30084
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 279
DESCRIPTION: Tract 1-4B, containing 640 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office. Lease calls 671 acres; surveyed on the ground to contain 640 acres in report dated February 13, 1952.

LEASE NO.: M-30085
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 283
DESCRIPTION: Tract 5-8A, containing 606 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office.

LEASE NO.: M-30086
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 287
DESCRIPTION: Tract 5-8B, containing 640 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office.

02 595 751

LEASE NO.: M-30088
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 295
DESCRIPTION: Tract 9-12B, containing 640 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office

02 595 752

LEASE NO.: M-44164
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 5/10/55
RECORDED: Vol. 167 Pg. 398
DESCRIPTION: S/2 Tract 9-12A, containing 303 acres, more or less, Trinity Bay, Chambers County, Texas, as shown by the official map of Trinity Bay on file in General Land Office.

LEASE NO.: M-47494
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 12/12/56
RECORDED: Vol. 189 Pg. 517
DESCRIPTION: NW/2 Tract 1-4C, containing 320 acres, more or less, Trinity Bay, Chambers County, Texas, as shown by official map of Trinity Bay, now on file in General Land Office.

U.S. STEELE HEMATITE UNIT, ET AL

LESSOR: USX Corporation
LESSEE: Vintage Petroleum. Inc.
DATED: January 31, 1999
RECORDED: Volume 409, Page 602 of the Official Records of Chambers County, Texas

LESSOR: Saw Pipes USA, Inc.
LESSEE: Yuma Exploration and Production Company, Inc.
DATED: January 5, 1998
RECORDED: Volume 366 , Page 229 of the Official Records of Chambers County, Texas

LESSOR: U.S. Denro Steels, Inc.
LESSEE: Yuma Exploration and Production Company, Inc.
DATED: April 5, 1998
RECORDED: Volume 366, Page 224 of the Official Records of Chambers County, Texas

LESSOR: Valerie Jean Nix
LESSEE: Vintage Petroleum, Inc.
DATED: May 5, 1999
RECORDED: Volume 412, Page 735 of the Official Records of Chambers County, Texas

LESSOR: Karen Gilbert
LESSEE: Vintage Petroleum, Inc.
DATED: May 5, 1999
RECORDED: Volume 412, Page 738 of the Official Records of Chambers County, Texas

LESSOR: Billy E. Wood, Jr.
LESSEE: Vintage Petroleum, Inc.
DATED: May 5, 1999
RECORDED: Volume 419, Page 774 of the Official Records of Chambers County, Texas

LESSOR: Lonnie Earl Williams
LESSEE: Vintage Petroleum, Inc.
DATED: February 16, 2000
RECORDED: Volume 453, Page 146 of the Official Records of Chambers County, Texas

LESSOR: Anna Ruby Smith
LESSEE: Vintage Petroleum, Inc.
DATED: February 16, 2000
RECORDED: Volume 453, Page 142 of the Official Records of Chambers County, Texas

LESSOR: Mary Francis Poston
LESSEE: Vintage Petroleum, Inc.
DATED: February 28, 2000
RECORDED: Volume 463, Page 438 of the Official Records of Chambers County, Texas

02 595 753

LESSOR: Ervin and Chloe Laughlin, husband and wife
LESSEE: Vintage Petroleum, Inc.
DATED: June 9, 2000
RECORDED: Volume 464, Page 410 of the Official Records of Chambers
County, Texas

LESSOR: Clayton Plante
LESSEE: Vintage Petroleum, Inc.
DATED: March 10, 2000
RECORDED: Volume 453, Page 695 of the Official Records of Chambers
County, Texas

LESSOR: Darrell Plante
LESSEE: Vintage Petroleum, Inc.
DATED: March 10, 2000
RECORDED: Volume 455, Page 789 of the Official Records of Chambers
County, Texas

LESSOR: Donald Plante
LESSEE: Vintage Petroleum, Inc.
DATED: March 10, 2000
RECORDED: Volume 453, Page 692 of the Official Records of Chambers
County, Texas

LESSOR: Wesley Plante
LESSEE: Vintage Petroleum, inc.
DATED: March 10, 2000
RECORDED: Volume 455, Page 792 of the Official Records of Chambers
County, Texas

02 595 754

**Exhibit E-2
to Assignment and Bill of Sale
dated December 23, 2002**

02 595 755

The following leases are being conveyed only insofar as they cover the wellbores of the
Sterling Unit Well #1 and the Sterling Unit Well #2.

LESSOR: USX Corporation
LESSEE: Vintage Petroleum, Inc.
DATED: January 31, 1999
RECORDED: Volume 409, Page 602 of the Official Public Records of
Chambers County, Texas

LESSOR: Robert E. Lanser and wife, Marilyn S. Lanser
LESSEE: Vintage Petroleum, Inc.
DATED: August 23, 2000
RECORDED: Volume 471, Page 350 of the Official Public Records of
Chambers County, Texas

LESSOR: Allen E. Carroll
LESSEE: Vintage Petroleum, Inc.
DATED: September 22, 2000
RECORDED: Volume 475, Page 122 of the Official Public Records of
Chambers County, Texas

LESSOR: Mozelle Carroll as Agent and Attorney-in-Fact for Myrtle Carroll
LESSEE: Vintage Petroleum, Inc.
DATED: September 29, 2000
RECORDED: Volume 475, Page 124 of the Official Public Records of
Chambers County, Texas

LESSOR: Richard B. Walmsley and wife, Katherine T. Walmsley
LESSEE: Vintage Petroleum, Inc.
DATED: October 19, 2000
RECORDED: Volume 476, Page 521 of the Official Public Records of
Chambers County, Texas

LESSOR: Cynthia Veselka
LESSEE: Vintage Petroleum, Inc.
DATED: July 10, 2000
RECORDED: Volume 476, Page 246 of the Official Public Records of
Chambers County, Texas

LESSOR: Ann Rejmaniak
LESSEE: Vintage Petroleum, Inc.
DATED: July 10, 2000
RECORDED: Volume 467, Page 222 of the Official Public Records of
Chambers County, Texas

LESSOR: Dorothy Sue Kelly
LESSEE: Vintage Petroleum, Inc.
DATED: August 9, 2000
RECORDED: Volume 471, Page 358 of the Official Public Records of
Chambers County, Texas

LESSOR: Richard Kelly and wife, Dorothy Sue Kelly
LESSEE: Vintage Petroleum, Inc.
DATED: August 9, 2000
RECORDED: Volume 471, Page 354 of the Official Public Records of
Chambers County, Texas

LESSOR: Melba A. Ambrose
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 218 of the Official Public Records of
Chambers County, Texas

LESSOR: Cecil Howard McBroom, Jr.
LESSEE: Vintage Petroleum, Inc.
DATED: June 22, 2000
RECORDED: Volume 463, Page 462 of the Official Public Records of
Chambers County, Texas

LESSOR: C. C. Gregory
LESSEE: Vintage Petroleum, Inc.
DATED: July 13, 2000
RECORDED: Volume 464, Page 417 of the Official Public Records of
Chambers County, Texas

LESSOR: Joe Rouse and wife, Virginia Gay Rouse
LESSEE: Vintage Petroleum, Inc.
DATED: June 22, 2000
RECORDED: Volume 463, Page 464 of the Official Public Records of
Chambers County, Texas

LESSOR: William M. Deskin and wife, Margaret Deskin
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 464, Page 429 of the Official Public Records of
Chambers County, Texas

LESSOR: Ruth Adele Vance
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 467, Page 266 of the Official Public Records of
Chambers County, Texas

LESSOR: Edwardine Zavodney
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 471, Page 334 of the Official Public Records of
Chambers County, Texas

LESSOR: Dorothy Mae Forster
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 471, Page 336 of the Official Public Records of
Chambers County, Texas

LESSOR: Edward S. Cathriner
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 471, Page 338 of the Official Public Records of
Chambers County, Texas

LESSOR: Nathan L. Franks and Cathryn Franks
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 473, Page 390 of the Official Public Records of
Chambers County, Texas

LESSOR: Eugene Charles Chauviere and wife, Anna Marie Chauviere
LESSEE: Vintage Petroleum, Inc.
DATED: July 11, 2000
RECORDED: Volume 467, Page 248 of the Official Public Records of
Chambers County, Texas

LESSOR: Ann Lawrence
LESSEE: Vintage Petroleum, Inc.
DATED: July 12, 2000
RECORDED: Volume 464, Page 421 of the Official Public Records of
Chambers County, Texas

02 595 757

LESSOR: William Alan Sproat and wife, Pam Sproat
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 471, Page 348 of the Official Public Records of
Chambers County, Texas

LESSOR: Don Lee Brown
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 274 of the Official Public Records of
Chambers County, Texas

LESSOR: Rosealie Elaine Brown
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 244 of the Official Public Records of
Chambers County, Texas

LESSOR: Minnie Mae Brown
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 224, of the Official Public Records of
Chambers County, Texas

LESSOR: Patricia Bartle
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 476, Page 525, of the Official Public Records of
Chambers County, Texas

LESSOR: Cleo V. Pike
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 476, Page 527, of the Official Public Records of
Chambers County, Texas

LESSOR: Gennie Ernst
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 486, Page 259 of the Official Public Records of
Chambers County, Texas

02 595 758

LESSOR: Howard Holmes
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 480, Page 711 of the Official Public Records of
Chambers County, Texas

LESSOR: Susan Lambert
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 480, Page 713, of the Official Public Records of
Chambers County, Texas

LESSOR: Debbie Stine
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 486, Page 257, of the Official Public Records of
Chambers County, Texas

LESSOR: C. W. Woodall, Jr.
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 471, Page 356, of the Official Public Records of
Chambers County, Texas

LESSOR: Travis E. Reed
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 458, of the Official Public Records of
Chambers County, Texas

LESSOR: Thomas Villalovas
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 456 of the Official Public Records of
Chambers County, Texas

LESSOR: Shannon Lynn Havard, Benjamin Trent Havard & Dana Suzanne
Havard
LESSEE: Vintage Petroleum, Inc.
DATED: June 15, 2000
RECORDED: Volume 471, Page 342 of the Official Public Records of
Chambers County, Texas

02 595 759

LESSOR: Nelda Delores Wright
LESSEE: Vintage Petroleum, Inc.
DATED: October 17, 2000
RECORDED: Volume 476, Page 519 of the Official Public Records of
Chambers County, Texas

LESSOR: Cedar Bayou Methodist Church
LESSEE: Vintage Petroleum, Inc.
DATED: June 19, 2000
RECORDED: Volume 464, Page 423 of the Official Public Records of
Chambers County, Texas

LESSOR: Louis Hughes, Executor of Emery H. Hughes Estate
LESSEE: Vintage Petroleum, Inc.
DATED: August 22, 2000
RECORDED: Volume 476, Page 517 of the Official Public Records of
Chambers County, Texas

LESSOR: Arthur R. Booth
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 471, Page 332, of the Official Public Records of
Chambers County, Texas

LESSOR: Rowena F. Young
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 467, Page 264, of the Official Public Records of
Chambers County, Texas

LESSOR: Claude F. Galloway
LESSEE: Vintage Petroleum, Inc.
DATED: June 22, 2000
RECORDED: Volume 463, Page 441, of the Official Public Records of
Chambers County, Texas

LESSOR: Homer P. Haber
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 460, of the Official Public Records of
Chambers County, Texas

02 595 760

LESSOR: Dorothy Williams
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 466, of the Official Public Records of
Chambers County, Texas

LESSOR: Naomi H. McClellan
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 467, Page 216, of the Official Public Records of
Chambers County, Texas

LESSOR: J. C. Godwin and wife, Hattie Lou Godwin
LESSEE: Vintage Petroleum, Inc.
DATED: June 15, 2000
RECORDED: Volume 464, Page 153, of the Official Public Records of
Chambers County, Texas

LESSOR: Julius Whittington, II and wife, Janice Lea Whittington
LESSEE: Vintage Petroleum, Inc.
DATED: August 14, 2000
RECORDED: Volume 474, Page 519, of the Official Public Records of
Chambers County, Texas

LESSOR: Julie Ann Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 444, of the Official Public Records of
Chambers County, Texas

LESSOR: Mark Edward Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 447, of the Official Public Records of
Chambers County, Texas

LESSOR: Mary Virginia Neberman and Janet Kay Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 450, of the Official Public Records of
Chambers County, Texas

LESSOR: Michael Allen Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 453, of the Official Public Records of
Chambers County, Texas

02 595 761

LESSOR: Robyn Havard
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 471, Page 330, of the Official Public Records of
Chambers County, Texas

LESSOR: James Gordon Spencer
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 467, Page 220, of the Official Public Records of
Chambers County, Texas

LESSOR: Glen Van Derbeek and wife, Patty Van Derbeek
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 478, Page 535, of the Official Public Records of
Chambers County, Texas

LESSOR: James Douglas Crawley and wife, Martie Lee Crawley
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 464, Page 415, of the Official Public Records of
Chambers County, Texas

LESSOR: Carl W. Allen and wife, Judy Allen
LESSEE: Vintage Petroleum, Inc.
DATED: July 7, 2000
RECORDED: Volume 464, Page 427, of the Official Public Records of
Chambers County, Texas

LESSOR: E. P. Lemmon and wife, Lilie Mae Lemmon
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 474, of the Official Public Records of
Chambers County, Texas

LESSOR: Jerry Mack Galloway and wife, Suzanne Galloway
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 464, Page 413, of the Official Public Records of
Chambers County, Texas

02 595 762

LESSOR: James D. Rosemeier
LESSEE: Vintage Petroleum, Inc.
DATED: October 5, 2000
RECORDED: Volume 476, Page 529, of the Official Public Records of
Chambers County, Texas

LESSOR: Cesar G. Galindo and wife, Shirley Ann Galindo
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 464, Page 425, of the Official Public Records of
Chambers County, Texas

LESSOR: Hattie Glesman
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 472, of the Official Public Records of
Chambers County, Texas

LESSOR: Lucy Nanette Burke
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 725, of the Official Public Records of
Chambers County, Texas

LESSOR: Robin Chavers
LESSEE: Vintage Petroleum, Inc.
DATED: July 7, 2000
RECORDED: Volume 467, Page 252, of the Official Public Records of
Chambers County, Texas

LESSOR: Stephen R. Dauzat and wife, Kern Dauzat
LESSEE: Vintage Petroleum, Inc.
DATED: July 10, 2000
RECORDED: Volume 467, Page 250, of the Official Public Records of
Chambers County, Texas

LESSOR: Robert J. Hanson and wife, Marsha H. Hanson
LESSEE: Vintage Petroleum, Inc.
DATED: October 10, 2000
RECORDED: Volume 476, Page 531, of the Official Public Records of
Chambers County, Texas

LESSOR: Ruby Graves Hill
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 470, of the Official Public Records of
Chambers County, Texas

02 595 763

LESSOR: Leonard Herbert Oliver
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 468, of the Official Public Records of
Chambers County, Texas

LESSOR: Roy E. Collins and wife, Donna O. Collins
LESSEE: Vintage Petroleum, Inc.
DATED: December 1, 2000
RECORDED: Volume 486, Page 226, of the Official Public Records of
Chambers County, Texas

LESSOR: Sharon Evans
LESSEE: Vintage Petroleum, Inc.
DATED: July 25, 2000
RECORDED: Volume 467, Page 270, of the Official Public Records of
Chambers County, Texas

LESSOR: Murray Person
LESSEE: Vintage Petroleum, Inc.
DATED: July 25, 2000
RECORDED: Volume 467, Page 268, of the Official Public Records of
Chambers County, Texas

LESSOR: Sybil Vesta Rodrigues
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 467, Page 272, of the Official Public Records of
Chambers County, Texas

LESSOR: Orlan L. Watson and wife, Mayme A. Watson
LESSEE: Vintage Petroleum, Inc.
DATED: July 11, 2000
RECORDED: Volume 467, Page 254, of the Official Public Records of
Chambers County, Texas

LESSOR: David Brady and wife, Beth A. Brady
LESSEE: Vintage Petroleum, Inc.
DATED: July 12, 2000
RECORDED: Volume 476, Page 523, of the Official Public Records of
Chambers County, Texas

02 595 764

LESSOR: Chateaux-Mer, Inc.
LESSEE: Vintage Petroleum, Inc.
DATED: August 21, 2000
RECORDED: Volume 480, Page 707, of the Official Public Records of
Chambers County, Texas

LESSOR: Berley C. Fields and wife, Ruby H. Fields
LESSEE: Vintage Petroleum, Inc.
DATED: October 22, 2000
RECORDED: Volume 480, Page 717, of the Official Public Records of
Chambers County, Texas

LESSOR: Michael J. Newsome
LESSEE: Vintage Petroleum, Inc.
DATED: October 31, 2000
RECORDED: Volume 480, Page 729, of the Official Public Records of
Chambers County, Texas

LESSOR: Yvette E. Calloway
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 735, of the Official Public Records of
Chambers County, Texas

LESSOR: Ouida Bowles
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 727, of the Official Public Records of
Chambers County, Texas

LESSOR: F. B. McWilliams and wife, Geraldine McWilliams
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 703, of the Official Public Records of
Chambers County, Texas

LESSOR: Patricia Smith-Prather
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 731, of the Official Public Records of
Chambers County, Texas

LESSOR: James O. Perry
LESSEE: Vintage Petroleum, Inc.
DATED: January 20, 2001
RECORDED: Volume 486, Page 232, of the Official Public Records of
Chambers County, Texas

02 595 765

LESSOR: Willie Carriere
LESSEE: Vintage Petroleum, Inc.
DATED: October 22, 2000
RECORDED: Volume 480, Page 721, of the Official Public Records of
Chambers County, Texas

LESSOR: Perry E. Weston and wife, Eunice G. Weston
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 737, of the Official Public Records of
Chambers County, Texas

LESSOR: Theresa P. Allen
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 723, of the Official Public Records of
Chambers County, Texas

LESSOR: Adolph Harris
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 715, of the Official Public Records of
Chambers County, Texas

LESSOR: Earl St. Clair Newsome, Jr. and wife, Exa Mae Newsome
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 733, of the Official Public Records of
Chambers County, Texas

LESSOR: Tommy L. Evans and wife, Ida Evans
LESSEE: Vintage Petroleum, Inc.
DATED: October 22, 2000
RECORDED: Volume 480, Page 719, of the Official Public Records of
Chambers County, Texas

LESSOR: Robert L. Haller
LESSEE: Vintage Petroleum, Inc.
DATED: January 15, 2001
RECORDED: Volume 486, Page 230, of the Official Public Records of
Chambers County, Texas

02 595 766

LESSOR:	Thomas H. Dotson and wife, Clara Dotson
LESSEE:	Vintage Petroleum, Inc.
DATED:	January 15, 2001
RECORDED:	Volume 486, Page 228, of the Official Public Records of Chambers County, Texas
LESSOR:	Nancy Lawrence
LESSEE:	Vintage Petroleum, Inc.
DATED:	August 10, 2000
RECORDED:	Volume 474, Page 525, of the Official Public Records of Chambers County, Texas
LESSOR:	Marylin Barrow
LESSEE:	Vintage Petroleum, Inc.
DATED:	August 10, 2000
RECORDED:	Volume 473, Page 396, of the Official Public Records of Chambers County, Texas
LESSOR:	Joseph Lawrence II
LESSEE:	Vintage Petroleum, Inc.
DATED:	August 10, 2000
RECORDED:	Volume 476, Page 515, of the Official Public Records of Chambers County, Texas
LESSOR:	Carolyn Guidry
LESSEE:	Vintage Petroleum, Inc.
DATED:	August 10, 2000
RECORDED:	Volume 474, Page 523, of the Official Public Records of Chambers County, Texas
LESSOR:	Maggie Lawrence Mickley
LESSEE:	Vintage Petroleum, Inc.
DATED:	August 11, 2000
RECORDED:	Volume 473, Page 394, of the Official Public Records of Chambers County, Texas
LESSOR:	Robert Crawley
LESSEE:	Vintage Petroleum, Inc.
DATED:	July 1, 2000
RECORDED:	Volume 467, Page 256, of the Official Public Records of Chambers County, Texas
LESSOR:	Vera Crawley
LESSEE:	Vintage Petroleum, Inc.
DATED:	July 1, 2000
RECORDED:	Volume 464, Page 419, of the Official Public Records of Chambers County, Texas

02 595 767

LESSOR:
LESSEE:
DATED:
RECORDED:

Kinder Morgan, Inc. and Occidental Texas Pipeline, L. P.
Vintage Petroleum, Inc.
July 11, 2000
Volume 487, Page 525, of the Official Public Records of
Chambers County, Texas

02 595 768

Exhibit F
to Assignment and Bill of Sale
dated December 23, 2002

02 595 769

WELL LIST

WELL NAME	PROPERTY NAME	PROPERTY NAME	OPERATOR
CEDAR PT/ HEMATITE	STERLING #1	STERLING #1	
CEDAR PT/ HEMATITE	STERLING #2	STERLING #2	VINTAGE PETROLEUM, INC.
CEDAR PT/ HEMATITE	USX HEMATITE UNIT #1	U.S. STEEL HEMATITE UNIT #1	CARRIZO OIL & GAS
CEDAR PT/ HEMATITE	USX HEMATITE UNIT #1	USX HEMATITE UNIT #1 WELL #2	VINTAGE PETROLEUM, INC.
CEDAR PT/ HEMATITE	USX HEMATITE UNIT #1	USX HEMATITE UNIT #1 WELL #4	VINTAGE PETROLEUM, INC.
			CARRIZO OIL & GAS
FISHERS REEF	FR STATE TRACT 9-12A	FISHER REEF STATE TRACT 9-12A#1	
FISHERS REEF	FR FIELD UT 1 # 010	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 112	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 089-F	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 012	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 114	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 115	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 089-D	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 2 # 070-D	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 2 # 067-H	FISHERS REEF FIELD UNIT #2	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 2 # 068-F	FISHERS REEF FIELD UNIT #2	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #67-D	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #68-D	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #67-F	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #68-H	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #70-F	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #70-H	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #84-F	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #84-D	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #59-D	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #59-F	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #02	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #51	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 5-8B #104	FISHERS REEF TRACT 5-8B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 9-12B #110-L	FISHERS REEF TRACT 9-12B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 9-12B #110-U	FISHERS REEF TRACT 9-12B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 13-16 A # 1	FISHERS REEF TRACT 13-16A # 1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 1-4A	STATE TRACT 1-4A	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 2-3 A	STATE TRACT 2-3A #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 46 #1	STATE TRACT 46 #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 6-7 A	STATE TRACT 6-7A #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 9-12 B #1	STATE TRACT 9-12B #1	VINTAGE PETROLEUM, INC.
			VINTAGE PETROLEUM, INC.
	POINT BARRROW SWD # 1	POINT BARRROW SWD # 1	VINTAGE PETROLEUM, INC.

Exhibit G
to the Assignment and Bill of Sale
dated December 23, 2002

Fishers Reef Easements

02 595 770

File No.	Date	Grantor	County	Recording
840252	1/29/95	State of Texas ME-840252	Chambers	95 267 817
850066	6/11/95	State of Texas ME-850066	Chambers	95 273 364
850086	8/6/95	State of Texas ME-850086	Chambers	95 273 357
850228	1/1/96	State of Texas ME-850228	Chambers	96 304 610
860242	11/1/96	State of Texas ME-860242	Chambers	96 304 642
870078	7/20/92	State of Texas ME-870078	Chambers	97 337 450
800151	7/1/00	State of Texas ME-800151	Chambers	00 466 289
820139	8/28/92	State of Texas ME-820139	Chambers	93 197 821
890056	4/1/99	State of Texas ME-890056	Chambers	99 409 386
840177	10/19/94	State of Texas ME-840177	Chambers	95 262 123
850256	1/15/95	State of Texas ME-850256	Chambers	95 268 1
840255	1/15/95	State of Texas ME-840255	Chambers	95 267 849
980035	2/1/98	State of Texas ME-980035	Chambers	98 385 416
850226	1/1/96	State of Texas ME-850226	Chambers	96 304 580
20010013	11/1/00	State of Texas ME-20010013	Chambers	01 487 789
20000018	1/1/00	State of Texas ME-20000018	Chambers	00 457 593
20000047	5/1/00	State of Texas ME-20000047	Chambers	00 462 527
980016	1/1/98	State of Texas ME-980016	Chambers	98 373 57
820109	6/23/92	State of Texas ME-820109	Chambers	92 191 393

File No.	Date	Grantor	County	Recording
Point Barrow Gathering System Easements				
VINPIPE 1367-B	3/18/96	USX Corporation (1)	Chambers	96 292 42
3319-B	5/24/99	USX Corporation (1)	Chambers	99 413 797
VINPIPE 1368	3/18/96	USX Corporation	Chambers	96 292 57
7052-B	10/26/98	USX Corporation	Chambers	98 389 645
VINPIPE 7565-B	10/1/00	Cedar Crossing L.P.	Chambers	00 478 261
VINPIPE 7560-B	10/18/00	Robert E. Smith	Chambers	00 478 239
VINPIPE 7561-B	10/18/00	Patricia Reed	Chambers	00 478 244
VINPIPE 7562-B	10/18/00	Marie Pfistner Delahoussave	Chambers	00 478 248
VINPIPE 7563-B	10/18/00	Jacky Neubauer	Chambers	00 478 252
VINPIPE 7564-B	10/10/00	Jay Eshbach	Chambers	00 478 256
VINPIPE 7053-B	10/26/98	USX Corporation	Chambers	98 389 655
	5/1/91	Exxon Corpotation	Chambers	95 267 584
8526	6/12/41	F. I. Fisher, et ux (1)	Chambers	Vol 72, P 47
8533	6/18/41	Mrs. Lizzie Wilburn (1)	Chambers	Vol 72, P 57
8537	6/14/41	A. M. Wilburn (1)	Chambers	Vol 72, P 61
8544	6/12/41	Joe Syer, et ux (1)	Chambers	Vol 72, P 70
8539	6/16/41	Kirby Petroleum Company (1)	Chambers	Vol 72, P 63

02 595 771

File No.	Date	Grantor	County	Recording
8538	6/14/41	Mrs. Elizabeth Wmfree, et al	Chambers	Vol 72, P 174
8538	7/24/41	Mrs. Edwin W. Lillie	Chambers	Vol 72, P 175
8540	6/17/41	Charles T. Kilgore, et al	Chambers	Vol 72, P 64
8541	6/25/41	Mrs. Vera Harrold	Chambers	Vol 72, P 66
8542	6/12/41	B. D. Fisher, et ux	Chambers	Vol 72, P 65
8543	6/13/41	B. E. Fisher, et ux	Chambers	Vol 72, P 69
8543	12/12/62	B.E. Fisher, et ux	Chambers	Vol 241, P 417
8545	7/2/41	Dr. John G. Schilling, et al	Chambers	Vol 72, P 71
8545	10/30/70	Mobay Chemical Company	Chambers	Vol 320, P 79
8546	6/20/41	The 1st Nat'l Bk of Goose Creek	Chambers	Vol 72, P 73
8547	6/14/41	Mrs. Ella Ifrey	Chambers	Vol 72, P 75
8548	6/18/41	Will Wright, et al	Chambers	Vol 72, P 76
8549	6/14/81	O. K. Winfree	Chambers	Vol 72, P 77
8550	6/25/41	L. W. Massey, et al	Chambers	Vol 72, P 78
8551	6/16/41	T. F. Casey, et al	Chambers	Vol 72, P 80
8552	6/14/41	R. R. Zierlein	Chambers	Vol 72, P 80
8553	6/17/41	J. N. Nelson, et ux	Chambers	Vol 72, P 82
8554	6/23/41	S. R. Williams, et al	Chambers	Vol 72, P 83
8555	7/1/41	Vance McLean, et al	Chambers	Vol 72, P 86
8555	6/14/41	Mrs. Ella Ifrey, et al	Chambers	Vol 72, P 84
8556	6/17/41	J. N. Thornton, et al	Chambers	Vol 72, P 87
8556	5/26/66	Evelyn Spurlock, et al	Chambers	Vol 282, P 282

02 595 772

02 595 773

File No.	Date	Grantor	County	Recording
8557	6/14/41	M. W. Epperson, et ux	Chambers	Vol 72, P 88
8559	6/13/41	W. W. Daniel, et ux	Chambers	Vol 72, P 91
8562	6/16/41	I. R. Williams, et ux	Chambers	Vol 72, P 95
8576	4/18/79	St. Dept. of HWYs & Pub. Trans.	Chambers	-
14060	5/8/47	Kirby Petroleum Company	Chambers	Vol 103, P 34
15948	9/27/48	Dr. John G. Schilling, et al	Chambers	Vol 110, P 499
17086	5/27/49	Kirby Petroleum Company	Chambers	Vol 115, P 600
20412	2/19/51	B. E. Fisher, et ux	Chambers	Vol 130, P 526
22726	2/8/52	R. C. Fisher Sr., et ux	Chambers	Vol 139, P 210
28027	7/8/54	W. J. Moreah	Chambers	Vol 159, P 425
4452	11/12/36	Joshua H. Williams, et ux	Chambers	Vol. 57 P 36
8563	6/16/41	J. H. Williams	Chambers	Vol 72, P 96
8564	8/31/70	J. H. williams	Chambers	Vol 319, P 392
20358	2/13/51	A. R. Schearer, et al	Chambers	Vol 130, P 457
20359	2/14/51	Joe Syer, et ux	Chambers	Vol 130, P 429
20392	2/19/51	Mrs. Lizzie Wilburn	Chambers	Vol 130, P 585
20400	2/20/51	M. H. Barrow et ux	Chambers	Vol 130, P 457
20443	2/20/84	R. C. Lawrence, et al	Chambers	Vol 131, P 61
20472	2/21/51	William Clark Richardson, et al	Chambers	Vol 130, P 587
20472	2/28/51	L.R. Van Sant, et ux	Chambers	Vol 123, P 585
20555	3/9/51	Southern Canal Co.	Chambers	Vol 464, P 335
20594	4/23/57	Texas Highway Department	Chambers	Rdxing Permit

02 595 774

File No.	Date	Grantor	County	Recording
20684	4/3/81	Joe Syer, et ux	Chambers	Vol 132, P 172
54881	2/28/74	Chamber County	Chambers	Rdxing
810029	4/10/91	State of Texas ME-810029	Chambers	Vol 474 P 55
810040	4/1/01	State of Texas ME-810040	Chambers	01 509 369
810039	4/1/01	State of Texas ME-810039	Chambers	01 509 385
830206	1/14/94	State of Texas ME-830206	Chambers	94 232 160
810041	5/1/01	State of Texas ME-810041	Chambers	01 517 70
980101	10/1/98	State of Texas ME-98101	Chambers	98 390 527

USX Hematite Unit #1 Well#2 Pipeline Easement

7903-B	11/17/00	USX Corporation	Chambers	00 480 113
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(1) Only insofar only as easements covers lands North of Latitude 29° 42' 10" North and Longitude 94° 54' 50" West.

Contracts:

K #: 1165 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement, as amended, dated May 1, 2000 (eff. 05/25/2000, initial delivery), by and between Vintage Petroleum, Inc., as "Shipper", and Vintage Pipeline, Inc., as "Operator".

K #: 1152 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement, as amended, dated September 1, 2000 (eff. 09/01/2000) by and between Davis Petroleum Corp., as "Shipper", and Vintage Pipeline, Inc., as "Operator".

K #: 1158 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement, as amended, dated September 1, 2000 (eff. 09/01/2000) by and between Andex Resources, L.L.C., as "Shipper", and Vintage Pipeline, Inc., as "Operator".

K #: 1318 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement dated October 1, 2002 (eff. 10/01/2002) by and between EEX Corporation, as "Shipper", and Vintage Pipeline, Inc., as "Operator".

Fishers Reef Field

Comments:

Subject to one or more Amendments to Lease of varying dates providing for the addition to the lease of rework and/or shut-in gas well clauses.

Subject to Pooling Agreement dated 10-6-98 covering 320 acres of State Tract 2-3A -3A, (State Tract 2-3A Unit #1). Rec. 98 395 730

Subject to Pooling Agreement dated 9-15-98 covering 320 acres, being 110 acres of State Tract 2-3A -3A, 75 acres of State Tract 46 and 135 acres of State Tract 47. (State Tract 46 No. 1). Rec. 00 453 686

Subject to Pooling Agreement dated 12-11-2001 covering 320 acres, being 76 acres out of State Tract 1-4A, 152 acres out of State Tract 5-8A, 80 acres of State Tract 2-3A, 90 acres out of State Tract of State Tract 2-3A, 40 acres out of State Tract 6-7A. (State Tract 1-4A Unit).

Subject to Participation and Farmout Agreement dated 3-6-2000 between Vintage Petroleum Inc. and Davis Petroleum Corp.

Subject to JOA dated 6-20-2000 between Vintage Petroleum Inc., Palace Exploration Company, Davis Petroleum Corp., Andex Resources, L.L.C. covering lands within the Pooled Unit for the State Tract 1-4A No. 1 well. (State Tract 1-4A No. 1 Well)

Subject to JOA dated 3-6-2000 between Vintage Petroleum Inc., Palace Exploration Company, Davis Petroleum Corp., Andex Resources, L.L.C. covering lands within the Pooled Unit for the State Tract 46 No. 1. (State Tract 46 No. 1 Well)

Subject to JOA dated 9-1-2000 between Vintage Petroleum Inc., Davis Petroleum Corp., Andex Resources, L.L.C., covering 250 acres within that portion of State Tract 9-12B, Limited from the surface of the ground down to the stratigraphic equivalent of the total depth drilled in the Initial Test, except the Unitized Formations established by the Unit Agreement for the Fishers Reef Field Unit No. 1, but including any wellbore interest earned therein, as more specifically identified and defined in those certain Participation Farmout Agreements, as amended, between Vintage and each of the other parties. (State Tract 9-12B#1 Well)

Subject to JOA date 1-6-98 between Vintage Petroleum Inc 50%. and EEX Corporation 50%, covering all lands located on State Tract 6-7A: SW. (State Tract 6-7A Well)

Subject to call on oil and gas production. Assignment and Bill of Sale dated 5-1-91 rec. 91 146 152 Exxon to Vintage, Exxon reserves a preferential right to purchase oil and gas for a term of 21 years from date effective date. Expires 5-1-2012.

Maybe subject to two final judgments which are as follows: (1) Final Judgment dated July 24, 1974, in the case of the State of Texas et al, Plaintiff vs. Exxon Corporation, Defendant, in the

02 595 775

District Court of Travis, Texas, the 53rd Judicial District, Case No. 207,789 and (2) Final Judgment dated February 23, 1976, in the case of the State of Texas et al, Plaintiff vs. Exxon Corporation and Sun Oil Company (Delaware), Defendants, in the District Court of Travis County, Texas, 53rd judicial District, Case No. 238,904.

02 595 776

Cedar Point/ Hematite Field

Comments:

Subject to that certain Operating Agreement dated February 15, 1999 (Prospect Area No. 1) by and between Vintage Petroleum Inc. (Operator) and MCNIC O&G Properties, Inc.; Carrizo O&G, Inc.; Century Offshore Management Corp; and Yuma Exploration and Production Company, Inc. (Non-Operators)

Subject to that certain Participation Agreement by and between Yuma Exploration and Production Company, Inc., Vintage Petroleum Inc., Carrizo Oil & Gas, Inc., and MCNIC Oil & Gas Properties, Inc. dated April 6, 1998.

Point Barrow Facility:

Comments:

Subject to Letter Agreement dated December 19, 2001 between Vintage Petroleum Inc. and Masters Resources, L.L.C. for use of Vintage's boat dock located at the Point Barrow District Office.

Subject to Saltwater Disposal Agreement dated October 1, 2001 between Vintage Petroleum Inc. and Masters Resources, L.L.C. Whereby Vintage will accept Masters' water produced from Masters' wells located in the Trinity Bay Field, Chambers County, Texas, for disposal in its Point Barrow saltwater disposal facility located on the Point Barrow Facility so long as excess capacity in the Facility exists over and above that required by Vintage's operations.

Subject to Surface Lease and Easement date December 19, 2002 between Vintage Petroleum Inc. Lessor, and Masters Resources, L.L.C, Lessee. Wherein Lessor grants to Lessee a non-exclusive easement on over the Point Barrow Facility to lessee for the purpose of operating and maintaining and constructing pipelines, facilities, power lines or roads to and from the leased premises. Lessee owns equipment currently located on the leased premises, including: (1) TB #1 - 1500 Bbl - Bottled Gun Barrel. (2) TB #2 - 500 Bbl - Settling Tank. (3) TB #3 - 1000 Bbl - Sales Tank. (4) TB Heater. (5) Associated flow lines.

Subject to all easements, rights of way, surface leases and all similar grants of surface use affecting this land whether recorded or unrecorded in addition to those specifically described in Deed and Bill of Sale dated 5-31-91 between Exxon Corporation, Grantor and Vintage Petroleum Inc., grantee, rec. 91 146 205.

Subject to reservation of 1/16 of 8/8 non-participating royalty interest in favor of Estelle Ervine and J.E. Bishop, individually and as Independent Executors of the estate of J.E. Ervine, and their predecessors in interest.

Subject to call on oil and gas production. Assignment and Bill of Sale dated 5-1-91 rec. 91 146 152 Exxon to Vintage, Exxon reserves a preferential right to purchase oil and gas for a term of 21 years from date effective date. Expires 5-1-2012.

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Exhibit H
to the Assignment and Bill of Sale
dated December 23, 2002

1. AIR COMPRESSOR 24" X 48" TANK, 2 STAGE WITH 7.5 H P MOTOR AND TRANSFORMER (NEEDED AT WRA)
2. KUBOTA LA 650 TRACTOR WITH FRONT END LOADER, IMPLEMENTS INCLUDED: 5' SHREDDER, 4' TILLER AND BOX BLADE
3. GROVE RT 58 DIESEL POWERED 14 TON CHERRY PICKER
4. TANDEM AXLE UTILITY TRAILER
5. 5' X 3' X 3' ALUMINUM MECHANICS TOOL BOX WITH TOOLS
6. MILLER BOBCAT 225 HELI-ARC WELDING MACHINE
7. 4 H P HONDA WITH 2" WAYNE PUMP
8. HUSKY 42" RIDING MOWER (16 H P)
9. 5 H P CAMPBELL/HAUSFIELD PORTABLE AIR COMPRESSOR
10. LINCOLN AC 224 ARC WELDER
11. 5 H P TROY BUILT TILLER
12. STACK PACK PRODUCTION UNIT WITH 1.5 MMBTU 10M W.P. LINE HEATER AND 10' X 30' 1440 W.P. SEPERATOR WITH CONTROLS
13. NATCO 1.5 MMBTU 10M W.P. LINE HEATER
14. NATCO 10' X 30' 1440 W.P. 3 PHASE SEPERATOR (SKID MOUNTED)
15. 399 CAT WITH 2 STAGE C.P. COMPRESSOR PACKAGE
16. 398 CAT WITH 2 STAGE C.P. COMRESSOR PACKAGE
17. 2 - 1197 WAUKESHA WITH 100 KV GENERATOR SET
18. 135 WAKESHA WITH 31 KV GENERATOR SET
19. ASSORTED VALVES AND C-CLASS CONDITION SEPERATORS AND DEHYS STACKED IN POINT BARROW YARD

02 595 778

02 595 780

WALTER H. WALNE, III
ATTORNEY
17 SOUTH BRIAR HOLLOW, SUITE 208
HOUSTON, TEXAS 77027
TELEPHONE: 713/622-2881 TELECOPIER: 713/622-2888

57.44

470208-5

STATE OF TEXAS
COUNTY OF CHAMBERS
I, SUSAN E. ROSHTO, hereby certify that this instrument
as FILED in file number sequence on the date and at the
time stamped hereon by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Chambers County, Texas, as stamped hereon by me on



JAN 14 2003
Susan E. Roshto
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

FILED FOR RECORD
2002 DEC 30 PM 1:42
Susan E. Roshto
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

See Envelope

Attachment #2

Vol. 292, Pg. 257

**Pipeline Easement
USX Corporation to Vintage Petroleum, Inc.**

EXHIBIT "G"

**Channel "E" @ Station 21+03
State Hwy. 99 @ Station 514+66**

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Norma (Beanie) Rowland County Clerk

1368-B 96 292 57
FISHER'S REEF PIPELINE EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CHAMBERS §

THAT USX Corporation, a Delaware corporation, formerly known as United States Steel Corporation, having offices at Suite 100, 5200 East McKinney Road, Baytown, Chambers County, Texas, hereinafter referred to as "Grantor", in consideration of payment of the sum of Ten and No/100 (\$10.00) Dollars and for other good and valuable considerations, the receipt and sufficiency of which are acknowledged by Grantor, and intending to be legally bound hereby, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto Vintage Petroleum, Inc., incorporated in the State of Delaware, having an office at 4200 One William Center, Tulsa, Oklahoma, and authorized to do business in the State of Texas, hereinafter referred to as "Grantee", a pipeline easement 50 feet in width on Grantor's property described on Exhibits F and G attached hereto and made parts hereof, situate in the John Steele Survey, Abstract No. 227; the Chambers County School Land Survey, Abstract No. 321; and the Solomon Barrow Survey, Abstract No. 3 all situate in Chambers County, Texas, hereinafter referred to as the "Easement".

This Easement is granted by Grantor for the existing Fisher's Reef 6" and 8" Pipeline hereinafter referred to as the "Pipeline" and for the use, operation, servicing, maintenance, repair, removal and replacement of the Pipeline and all necessary equipment by Grantee at Grantee's cost.

Grantor also grants unto Grantee temporary access rights to the Easement over and on land owned by Grantor abutting the Easement for the use, operation, servicing, maintenance, repair, removal and replacement of the Pipeline, at the risk and expense of the Grantee and provided Grantee restores Grantor's land as nearly as practicable to the condition existing prior to Grantee's access hereto.

Grantee may cut and remove from the Easement any bushes or trees which interfere with Grantee's operations provided all debris is removed from the Easement and Grantor's property.

Grantor reserves the right to use the Easement land for any lawful purpose provided that use does not interfere with Grantee's pipeline operation, and Grantor also reserves the right to grant to others easements, rights-of-way or licenses to cross over, under or through the Easement, provided Grantee's rights hereunder are maintained and provided Grantor notifies Grantee. Grantor reserves all minerals and mineral rights in and under the Easement, including the rights of exploration and extraction of all minerals and the right to grant any such rights to others subject to Grantee's rights herein. Grantor also reserves the right to encase the Pipeline or any part thereof at Grantor's cost and upon notice to and approval of the Grantee.

Grantor shall upon notice to and approval of Grantee have the right to relocate and replace any part of the Pipeline in the Easement at Grantor's cost, in which case, Grantor shall provide Grantee with a new easement upon the same terms contained herein.

This Easement supersedes all prior grants whether or not of record in and for the Pipeline, including but not limited to all those certain easements granted to Humble Oil &

Refining Company and any predecessor of Grantee, to the end that all prior easement rights of Grantee and its predecessors to the Pipeline are hereby extinguished.

This Easement is granted and subject to:

1. all roads, public and private;
2. all mineral rights and royalties of record;
3. all visible easements and rights-of-way;
4. all recorded easements, rights-of-way, restrictions, conditions, reservations, covenants and other rights;
5. all canals and waterways.

Grantee by accepting this grant agrees to comply with all local, county, state and federal rules, regulations, ordinances, orders, decrees, permits, laws or statutes applicable to Grantee's use of the Easement and its ownership and use of the Pipeline, and GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS, SUITS, COSTS, OR ANY OTHER LIABILITIES ARISING FROM GRANTEE'S USE OF THE EASEMENT AND OWNERSHIP AND USE OF THE PIPELINE. In the event that any leakage, spillage, discharge or releases of any product in the Pipeline occurs, Grantee shall without notice clean up and remediate the Easement and land thereunder at Grantee's cost.

Grantee shall have no right to assign or transfer to anyone any right or interest under this Easement without Grantor's prior approval, which approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described Easement unto Grantee, its successors and assigns until the Pipeline is abandoned.

Grantor, for itself, its successors and assigns hereby agrees to warrant and defend the above described Easement unto the Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

WITNESS the due execution by Grantor and Grantee this 14th day of

March, 1996.

GRANTOR:
USX CORPORATION

By A. E. Ferrara, Jr.

A. E. Ferrara, Jr.
President-USX Realty Development
a Division of U. S. Steel Group
USX Corporation

GRANTEE:
VINTAGE PETROLEUM, INC.

By Lynn D. Fees

Title Manager, Gathering & Processing

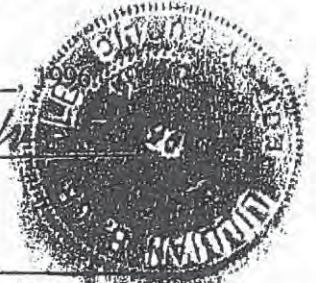
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA §
 COUNTY OF ALLEGHENY §

Before me, the undersigned Notary Public, personally appeared A. E. Ferrara, Jr., who being duly sworn according to law deposes that he is the President-USX Realty Development, a Division of U.S. Steel Group, USX Corporation, and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 8th day of MARCH, 1996.

Lillian B. Grindle
 Notary Public

**AFFIDAVIT**

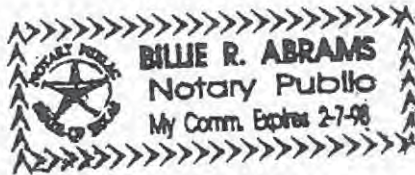
STATE OF TEXAS §
 COUNTY OF CHAMBERS §

Notarial Seal
 Lillian B. Grindle, Notary Public
 Pittsburgh, Allegheny County
 My Commission Expires Dec. 1, 1997
 Member, Pennsylvania Association of Notaries

Before me, the undersigned Notary Public, personally appeared Lynn D. Fees, who being duly sworn according to law deposes that he is the Manager, Gathering & Processing of Vintage Petroleum, Inc., and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 13 day of March, 1996.

Billie R. Abrams
 Notary Public



STATE OF TEXAS
COUNTY OF CHAMBERS

EXHIBIT "F"

The centerline of a 50 foot wide pipeline easement situated in the JOHN STEELE SURVEY, Abstract No. 227 Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: All Bearings are Lambert Grid Bearings and all Coordinates refer to the State Plane Coordinate System, South Central Zone, 1927 Datum.

BEGINNING at a point at the "T" intersection of three (3) exposed pipelines in a fenced valve site, having a State Plane Coordinate System value of $X = 3,297,512.78$ and $Y = 716,398.54$ and situated in USX REALTY DEVELOPMENT Tract 35-G. Tract 35-G, being the same tract conveyed by Dorene Shoemaker et vir, to United States Steel Corporation by Deed recorded in Volume 300, Page 715 of the Deed Records of Chambers County, Texas, and being South $03^{\circ}01'33''$ East - 2236.09 feet from a U. S. Steel Corporation concrete monument with brass cap marked 3-5D found for the Southwest corner of a 15.774 acre tract called Tract 2 conveyed by Fleda Schilling et al, to Houston Lighting & Power Company by Deed dated March 22, 1967 and recorded in Volume 284, Page 833 of the Deed Records of Chambers County, Texas;

THENCE North $85^{\circ}39'43''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 35-G a distance of 22.57 feet to an angle point in said pipeline;

THENCE North $78^{\circ}19'49''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 35-G and USX Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967, and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, a distance of 1168.31 feet to the TERMINAL POINT of this easement in the Northwest right of way line of State F. M. Highway No. 1405, having a State Plane Coordinate System value of $X = 3,298,679.32$ and $Y = 716,633.12$, from which a concrete highway right of way monument in the Northwest right of way line bears South $38^{\circ}40'38''$ West - 241.97 feet;

STATE OF TEXAS
COUNTY OF CHAMBERS

EXHIBIT "G"

The centerline of a 50 foot wide pipeline easement situated in the JOHN STEELE SURVEY, Abstract No. 227, the CHAMBERS COUNTY SCHOOL LAND SURVEY, Abstract No. 321, and the SOLOMON BARROW SURVEY, Abstract No. 3, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: All Bearings are Lambert Grid Bearings and all Coordinates refer to the State Plane Coordinate System, South Central Zone, 1927 Datum.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the Southeast right of way line of State F. M. Highway No. 1405, having a State Plane Coordinate System value of X= 3,299,137.26 and Y= 716,727.70, from which a concrete highway right of way monument in the said Southeast right of way line bears South 38°30'00" West - 600.36 feet;

THENCE North 78°19'49" East with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967, and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, a distance of 1468.69 feet to an angle point in said pipeline;

THENCE South 86°04'31" East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 10 and USX Tract No. 1, being the same tract of land conveyed to United States Steel Corporation by G. A. Laughlin by deed March 16, 1967, and recorded in Volume 283 at Page 726 of the Deed Records of Chambers County, Texas, and across an easement conveyed to United States Steel Corporation by Southern Pacific Company by instrument dated May 24, 1966, and recorded in Volume 276 at Page 114 of the Deed Records of Chambers County, Texas, at 7135.6 feet pass the East line of said STEELE SURVEY and the West line of said CHAMBERS COUNTY SCHOOL LAND SURVEY and continue for a total distance of 8795.47 feet to an angle point in said pipeline;

PAGE NO. 2 OF 2 - EXHIBIT "G"

THENCE North $85^{\circ}33'37''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 1 at 130.1 feet pass the East line of said CHAMBERS COUNTY SCHOOL LAND SURVEY and the West line of said SOLOMON BARROW SURVEY and the East line of USX Tract No. 1 and the West line of USX Tract No. 6, being the same tract of land conveyed to United States Steel Corporation by Elizabeth Barrow by deed dated May 1, 1967, and recorded in Volume 285 at Page 378 of the Deed Records of Chambers County, Texas, and continue across USX Tract No. 6 and USX Tract No. 100 A, being the same tract of land conveyed to United States Steel Corporation by Billy G. Lawrence by deed dated April 17, 1967, and recorded in Volume 284 at Page 879 of the Deed Records of Chambers County, Texas, for a total distance of 5083.52 feet to an angle point in said pipeline;

THENCE North $84^{\circ}59'24''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 100 A a distance of 1519.01 feet to an angle point in said pipeline in a fenced pig trap site;

THENCE North $02^{\circ}10'30''$ West continuing with the approximate existing centerline of said pipeline and the centerline of this easement a distance of 5.47 feet to an angle point in said pipeline in a fenced pig trap site;

THENCE North $84^{\circ}48'24''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract 100 A a distance of 897.36 feet to an angle point in said pipeline;

THENCE North $88^{\circ}14'40''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 100 A a distance of 140.46 feet to the TERMINAL POINT of this easement in the West right of way line of State F. M. Highway No. 2354 and in the East line of USX REALTY DEVELOPMENT Tract No. 100 A having a State Plane Coordinate System value of $X= 3,316,963.67$ and $Y= 717,039.92$, from which a wood fence corner post at the Southeast corner of Tract No. 100A and the Northeast corner of USX Tract No. 7, being the same tract of land conveyed to United States Steel Corporation by V. P. Ringer by deed dated October 31, 1969, and recorded in Volume 338 at Page 716 of the Deed Records of Chambers County, Texas, bears South $02^{\circ}00'40''$ East - 15.48 feet.

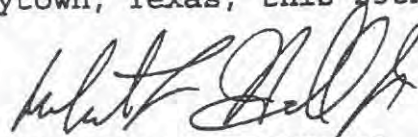
96 292 65

SURVEYED: January, 1993, and March, 1994

SURVEYOR'S CERTIFICATE

I, Robert L. Hall, Jr., Registered Professional Land Surveyor No. 1610, do hereby certify that the foregoing field notes identified as Exhibits F and G were prepared from an actual survey made on the ground on the date shown and that all lines, boundaries and landmarks are accurately described therein.

WITNESS my hand and seal at Baytown, Texas, this 25th day of May, A.D., 1994.

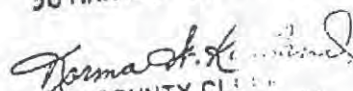


REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1610



FILED FOR RECORD

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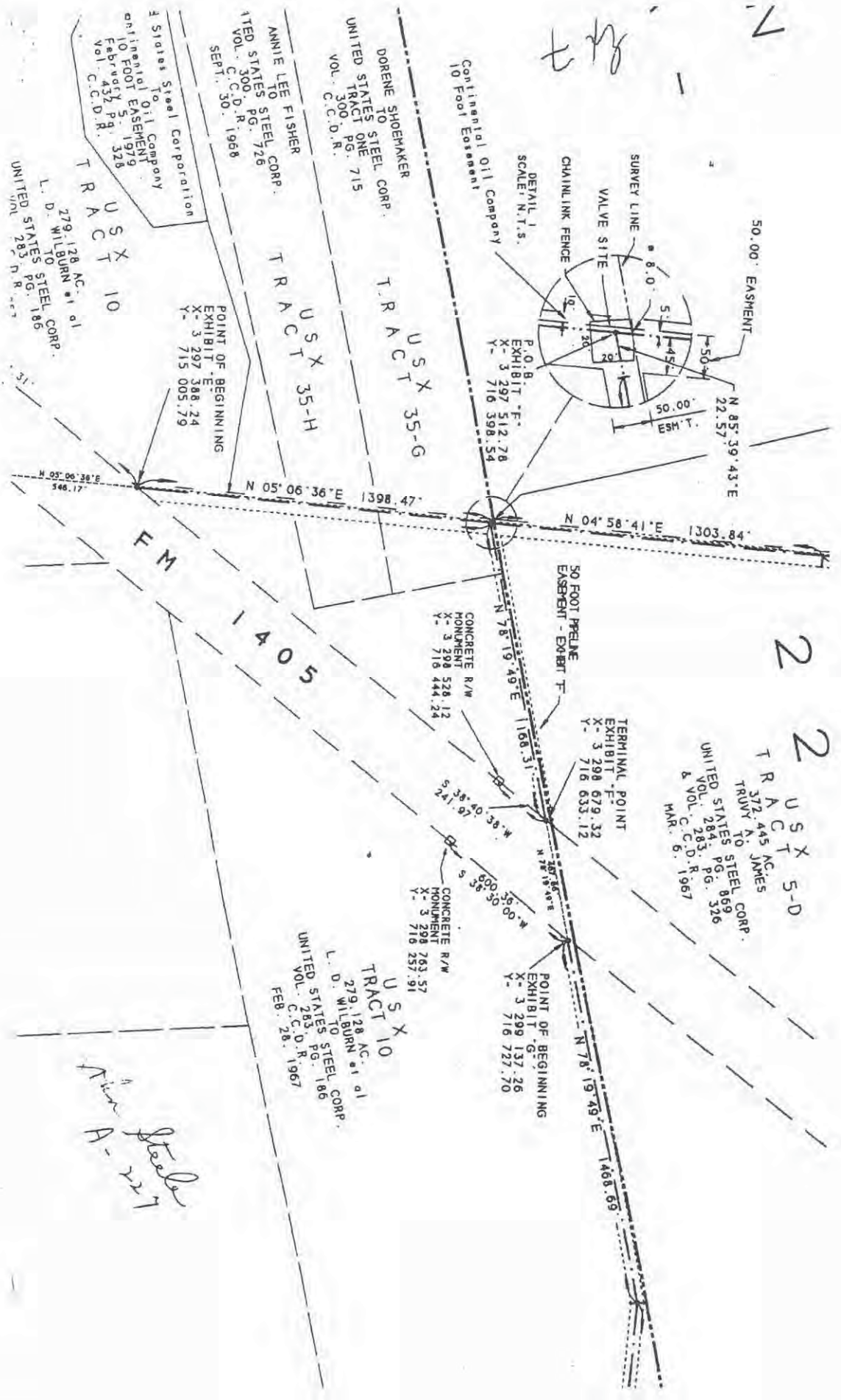

COUNTY CLERK
CHAMBERS COUNTY

STATE OF TEXAS
COUNTY OF CHAMBERS
I, NORMA (Henderson) Henderson, hereby certify that this instrument
as FILED in the number sequence on the date and at the
time stamped herein by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Chambers County, Texas, as stamped herein by me.

MAR 22 1996




COUNTY CLERK
CHAMBERS COUNTY, TEXAS



X 5-D
AC. JAMES
STEEL CORP.
PG. 869
D. R. 326
G. 1967

1403

POINT OF BEGINNING
EXHIBIT - G
X-3 299 137.26
Y-3 716 727.70

CONCRETE R/W
MONUMENT
X-3 298 763.57
Y-3 716 257.91

U S X
TRACT 10
279.128 AC. of
L. D. WILTO
UNITED STATES STEEL CORP.
VOL. 283 D. R. 186
FEB. 28, 1967

U S X
TRACT 1
G. A. LAUGHLIN
TO
UNITED STATES STEEL CORP.
VOL. 283 D. R. 726
MAR. 15, 1967

FISHER REEF
8" PIPE LINE

50 FOOT PIPE LINE EASEMENT
EXHIBIT - G

SURVEY LINE

S 86° 04' 31" E 8795.47'

SOUTHERN-PACIFIC TRACT #

SOUTHERN
UNITED S
VOL.
M.

24

22

STEEL

SURVEY LINE

FISHER REEF

8" PIPE LINE

S 80° 04' 31" E

8795.47'

50 FOOT PIPE LINE EASEMENT
EXHIBIT 'G'

U S X
TRACT 1
G. A. LAUGHLIN
TO STEEL CORP.
UNITED STATES PG. 726
VOL. 283 D.R.
MAR. 16, 1967

U S X
TRACT 1
G. A. LAUGHLIN
TO STEEL CORP.
UNITED STATES PG. 726
VOL. 283 D.R.
MAR. 16, 1967

SOUTHERN PACIFIC COMPANY
TO
UNITED STATES STEEL CORP.
TRACT # 1
VOL. 276 D.R. PG. 114
MAR. 24, 1966

SOUTHERN-PACIFIC TRACT # 1

MATCH

SEE SHEET 4 OF 4
LINE

S
T
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L
C
O
R
P.

MATCH

LINE

SEE SHEET 3 OF 4

U S X
T R A C T I

G. A. LAUGHLIN

UNITED STATES STEEL CORP.

VOL. 285, PG. 726

C. C. D. R.

MARCH 16, 1967

STEEL
622

4

HAMBERS
SCHOLARS
COUNTY

FISHER REEF
8" PIPELINE

Proposed
Channel "E"

SURVEY LINE

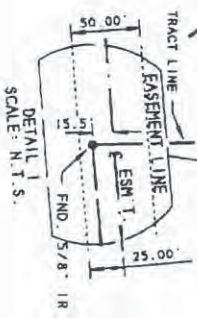
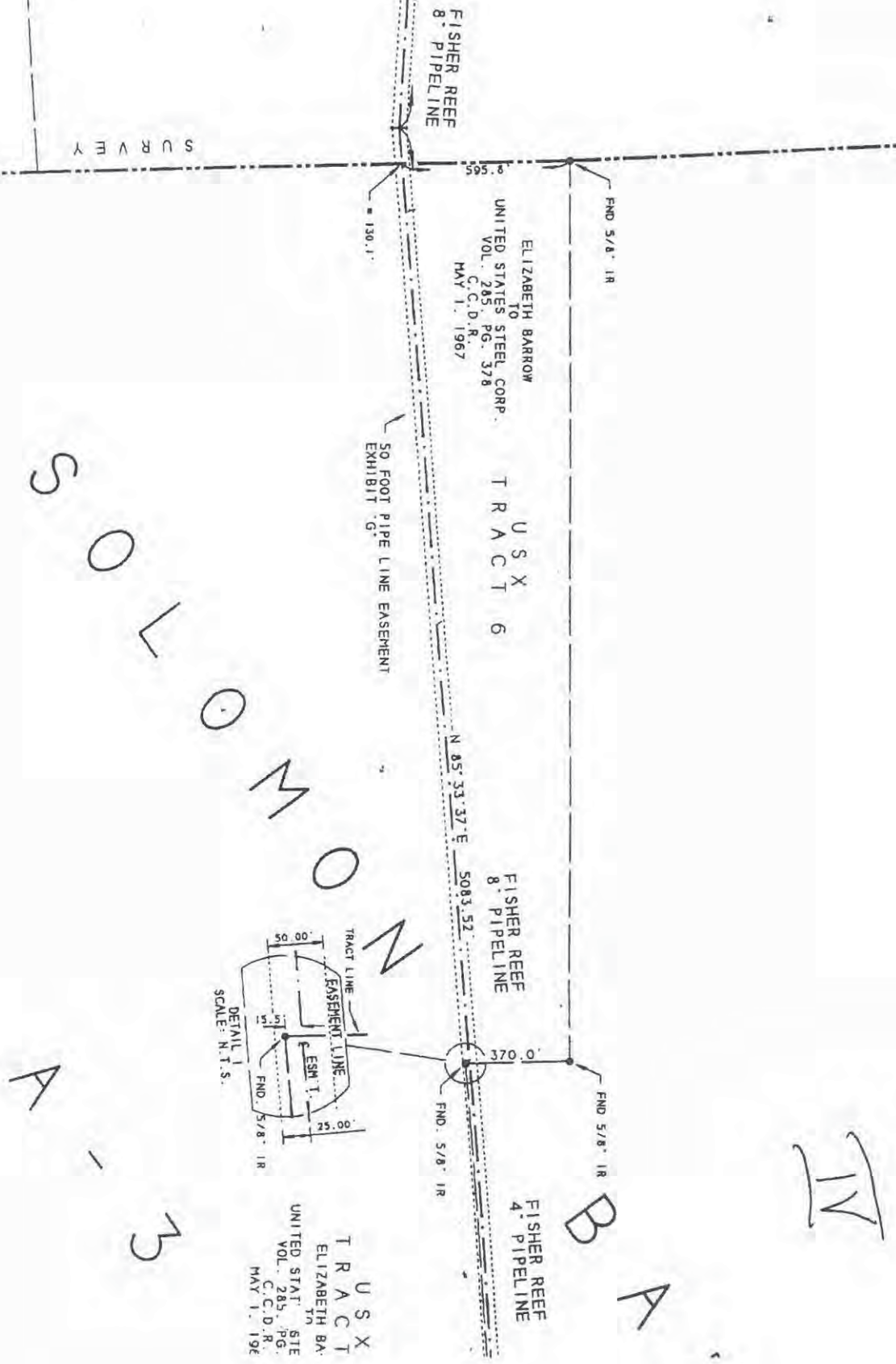
Proposed SH 99

ELIZABETH BARI
UNITED STATES STEEL COR
VOL. 285, PG. 378
C. C. D. R.
MAY 1, 1967

END 5/8" IR



CHAMBERS COUNTY LAND SURVEY



U S X
T R A C T
ELIZABETH BA
UNITED STAT
VOL. 285, PG.
C.C.D.R.
MAY 1, 1967

S O L O M O N

A

3

B

A

IV

Attachment #3

Vol. 413, Pg. 797

**Pipeline Easement
USX Corporation to Vintage Petroleum, Inc.**

**EXHIBIT "C-2"
State Hwy. 99 @ Station 362+94**

**EXHIBIT "D"
Channel "K" @ Station 10+97**

3319-13

RED FISH REEF PIPELINE EASEMENT AMENDMENT

99 413 797

STATE OF TEXAS

COUNTY OF CHAMBERS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, heretofore under the date of March 18, 1996, **USX CORPORATION**, formerly known as United States Steel Corporation, (hereinafter called "Grantor"), executed and delivered to **Vintage Petroleum, Inc.**, (hereinafter called "Grantee", an instrument titled "Red Fish Reef Pipeline Easement" (hereinafter called "Instrument") recorded in Volume 292, Page 42, of the Official Public Records of Chambers County, Texas, granting, selling and conveying a Pipeline Easement 50 feet in width on Grantor's property situate in the John Ijams Survey, Abstract No. 15; the John Steel Survey, Abstract No. 227; and the Christian Smith Survey, Abstract No. 22, all situate in Chambers County, Texas, described in said Instrument; and

WHEREAS, Grantor and Grantee, now desire to amend the said Instrument to change the location and width of portions of the Pipeline Easement to the location and width described in "**Exhibits A, C-1, C-2, D and E**" attached hereto and made a part hereof and to establish a non-exclusive Surface Easement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Grantor and Grantee hereby agree that the location of the centerline of the underground Pipeline Easement is changed to the location as described in "**Exhibit A**" attached hereto and made a part hereof and that the width of the underground Pipeline Easement is changed from 50 feet to two (2) feet as described in "**Exhibits A, C-1, C-2, D and E**" attached hereto and made a part hereof.

Further, Grantee hereby specifically abandons and releases unto Grantor that portion of the prior easement as described in "**Exhibit H**" attached hereto and made a part hereof.

Grantor also grants unto Grantee a 40-foot wide non-exclusive Surface Easement, the centerline or base line of which is the same as the centerline of the underground Pipeline Easement herein before described, for the use, operation, servicing, maintenance, repair, removal and replacement of the Pipeline. The location and extent of such Surface Easement is as described in "Exhibits A, C-1, C-2, D and E" attached hereto and made a part hereof.

It is agreed by the parties hereto that nothing herein contained shall be construed as altering, amending or affecting said Instrument or any of its terms and provisions except as (i) the same are specifically amended to change the location and width of the 50 foot wide Pipeline Easement and (ii) the prior 50 foot wide easement granted to Grantee is hereby abandoned and released by Grantee to the extent the prior easement differs from the amended location and width. The provisions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS the execution hereof in duplicate originals on this 24th day of May, 1999.

ATTEST:

By: [Signature]
Title: Assistant Secretary

GRANTOR:

USX CORPORATION

By: [Signature]
Peter Moller, President
USX Realty Development
a Division of U. S. Steel Group
USX Corporation



ATTEST:

By: [Signature]
Its: Asst. Secretary

GRANTEE:

VINTAGE PETROLEUM, INC.

By: [Signature]
Lynn D. Fees
Manager, Gathering & Facilities

AFFIDAVIT

99 413 799

COMMONWEALTH OF PENNSYLVANIA

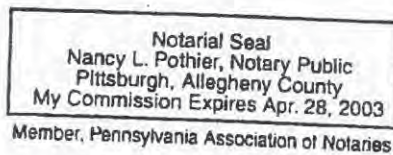
COUNTY OF ALLEGHENY

§
§
§

Before me, the undersigned Notary Public, personally appeared Peter Moller, who being duly sworn according to law deposes that he is the President-USX Realty Development, a Division of U.S. Steel Group, USX Corporation, and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 24th day of May, 1999.

Nancy L. Pothier
Notary Public



AFFIDAVIT

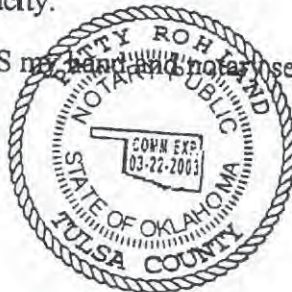
STATE OF Oklahoma

COUNTY OF Tulsa

§
§
§

Lynn D. Fees Before me, the undersigned Notary Public, personally appeared Mr. Catherine Facilities, who being duly sworn according to law deposes that he is the Mr. Catherine Facilities of Vintage Petroleum, Inc. and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 12th day of May, 1999.



Betty Rohland
Notary Public

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 800

EXHIBIT "A"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot surface easement situated in the John Ijams Survey, Abstract No. 15, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the North right of way line of Cedar Point Road, and in the South line of a tract of land called Tract No. 3 in a deed dated December 28, 1966, from Jones and Laughlin Steel Corporation to United State Steel Corporation, recorded in Volume 281, Page 128 et seq., of the Deed Records of Chambers County, Texas, having a State Plane Coordinate System value of X= 3,295,523.94 and Y= 686,912.23, from which a 1 inch iron pipe found at an interior corner in the South line of said Tract No. 3 and the Southwest corner of a 5.0 acre tract conveyed to Humble Oil and Refining Company by deed recorded in Volume 236, Page 348 of the Chambers County Deed Records bears North 87°19'05" East 1180.79 feet.

THENCE in a Northerly direction with the approximate centerline of said existing pipeline and the centerline of these easements and over and across said Tract No. 3 the following courses:

North 05°31'49" East, 993.90 feet;
North 05°28'26" East, 2227.40 feet;
North 07°42'28" East, 57.42 feet;
North 47°00'37" East, 12.65 feet;
North 29°29'42" East, 88.84 feet;
North 39°30'52" East, 71.80 feet;
North 70°13'55" East, 608.49 feet;
North 64°59'32" East, 20.67 feet;
North 46°17'33" East, 96.84 feet;
North 42°30'06" East, 117.36 feet;

North $39^{\circ}56'45''$ East, 185.22 feet to the TERMINAL POINT of these easements, in the Northeast line of said Tract No. 3, and in the Southwest right of way line of Tri - City Beach Road, 80 foot wide right of way, having a State Plane Coordinate Value of $Y = 690,826.49$ and $X = 3,296,798.03$. From this TERMINAL POINT the North corner of said Tract No. 3 in the Southwest right of way of Tri - City Beach Road bears North $47^{\circ}18'33''$ West a distance of 770.30 feet.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 802

EXHIBIT "C-1"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot wide surface easement situated in the John Ijams Survey, Abstract No. 15 and the John Steele Survey, Abstract No. 227, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the North line of a 331.1178 acre tract of land conveyed to U.S. Denro Steels, Inc., by USX Corporation by deed dated November 4, 1997, and recorded in Volume 348 at Page 741 of the Official Public Records Chambers County, Texas, and in a South line of the residue of USX Realty Tract No. 5-A, being the same tract of land conveyed to United States Steel Corporation by David T. Searls by deed dated August 3, 1966, and recorded in Volume 277 at Page 342 of the Deed Records of Chambers County, Texas having a State Plane Coordinate Value of $X = 3,296,743.62$ and $Y = 703,370.00$. From the BEGINNING point a $3/4$ inch iron rod for the Northwest corner of said 331.1178 acre tract in the East right of way line of State F. M. Highway No. 1405, 300 foot wide right of way, bears West 45.37 feet.

THENCE North $01^{\circ}35'29''$ East continuing with the approximate centerline existing of said pipeline and the centerline of these easements, across USX Tract No. 5-A and USX Tract No. 3-A, being the same tract of land conveyed to United States Steel Corporation by John R. Kilgore by deed dated February 21, 1967, and recorded in Volume 282 at Page 696 of the Deed Records of Chambers County, Texas, a distance of 1561.32 feet to an angle point in said pipeline.

THENCE North 01°31'30" East continuing with the approximate centerline of said existing pipeline and the centerline of these easements, across USX Tract 3-A, USX Tract 2-B, being the same tract of land conveyed to United States Steel Corporation by Earl W. Wilburn by deed dated March 1, 1967, and recorded in Volume 283 at Page 110 of the Deed Records of Chambers County, Texas, and across USX Tract No. 2, being the same tract of land conveyed to United States Steel Corporation by Marjorie W. Laughlin by deed dated March 16, 1967, and recorded in Volume 283 at Page 711 of the Deed Records of Chambers County, Texas, at 1227.60 feet pass the North line of the said Ijams Survey and the South line of the said Steele Survey, in all a total distance of 2129.23 feet to the TERMINAL POINT of these easements, and the Southwest corner of a 15.9975 acre tract of land conveyed to Mobley Company, Inc by USX Corporation by deed dated February 28, 1993 and recorded in Volume 201 at Page 260 of the Official Public Records of Chambers County, Texas, having a State Plane Coordinate System value of $X = 3,296,843.63$ and $Y = 705,058.77$.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 804

EXHIBIT "C-2"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot wide surface easement situated in the John Steele Survey, Abstract No. 227, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, and the Northwest corner of a 13.1569 acre tract of land conveyed to Mobley Company, Inc by USX Corporation by deed dated February 28, 1993 and recorded in Volume 201 at Page 260 of the Official Public Records of Chambers County, Texas in the Southeast right of way line of a United States Steel Corporation 80 foot wide railroad reserve. This BEGINNING point has a State Plane Coordinate Value of $X = 3,296,894.84$ and $Y = 708,713.38$. From this BEGINNING point the Southwest corner of said 13.1569 acre tract, and the Southeast corner of said 4.4205 acre tract in the North line of a 80 foot wide easement conveyed by United States Steel Corporation to Houston Lighting & Power Company by Deed recorded in Volume 307, Page 332 of the Deed Records of Chambers County, Texas bears South $02^{\circ}05'49''$ East a distance of 546.89 feet.

THENCE North $01^{\circ}29'57''$ East continuing with the approximate centerline of said existing pipeline and the centerline of these easements crossing said railroad reserve and USX Tract No. 60, being the same tract of land conveyed to United States Steel Corporation by David T. Searls by deed dated June 22, 1966, and recorded in Volume 276 at Page 216 of the Deed Records of Chambers County, Texas, a distance of 937.17 feet to an angle point in said pipeline.

THENCE North 04°40'09" East continuing with the approximate centerline of said existing pipeline and the centerline of these easements across USX Tract No. 60 and USX Tract 28-U, being the same tract of land conveyed to United States Steel Corporation by Bert E. Fisher by deed dated April 3, 1967, and recorded in Volume 284 at Page 373 of the Deed Records of Chambers County, Texas, a distance of 1150.23 feet to the TERMINAL POINT of these easements in the South right of way line of State Highway Spur No. 55 and the existing North line of the residue of USX Realty Development Tract No. 28-U, having a State Plane Coordinate System value of X = 3,297,012.97 and Y = 710,796.39, from which a iron rod at the Northeast corner of said Houston Lighting & Power Co. 80 foot right of way bears South 15°40'41" East 2731.40 feet.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 806

EXHIBIT "D"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot wide surface easement situated in the John Steele Survey, Abstract No. 227, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, at the North right of way line of State Highway Spur No. 55 and the existing South line of the residue of USX Realty Development Tract No. 13-B, being the same tract of land conveyed to United States Steel Corporation by Rosemary Jennings by deed dated March 8, 1967, and recorded in Volume 283 at Page 421 of the Deed Records of Chambers County, Texas, having a State Plane Coordinate System value of $X = 3,297,075.50$ and $Y = 711,508.50$ from which an iron rod at the Northeast corner of an 80 foot wide easement conveyed by United States Steel Corporation to Houston Lighting & Power Company by Deed recorded in Volume 307, Page 332 of the Deed Records of Chambers County, Texas bears South $11^{\circ}25'42''$ East 3409.58 feet.

THENCE North $05^{\circ}06'36''$ East with the approximate centerline of said existing pipeline and the centerline of these easements across USX Tract No. 13-B and Usx Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967 and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, a distance of 2965.49 feet to the TERMINAL POINT of these easements in the Southeast right of way line of State F. M. Highway No. 1405, having a State Plane Coordinate System value of $X = 3,297,339.60$ and $Y = 714,461.86$, from which a concrete highway right of way monument in the said Southeast right of way line bears South $38^{\circ}28'30''$ West 1158.60 feet.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 807

EXHIBIT "E"

The centerline of a 2 foot wide underground pipeline easement and the baseline of a 40 foot wide surface easement being parallel to and 5 feet West of said baseline and 35 feet East and parallel to said baseline situated in the John Steele Survey, Abstract No. 227 and the Christian Smith Survey, Abstract No. 22, Chambers County, Texas, said centerline and baseline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the Northwest right of way line of State F. M. Highway No. 1405, 300 foot wide right of way, having a State Plane Coordinate System value of X = 3,297,388.24 and Y = 715,005.79 from which a concrete highway right of way monument bears South 38°28'30" West 1614.31 feet.

THENCE North 05°06'36" East with the approximate centerline of said existing pipeline, the centerline of said underground pipeline easement, and the baseline of said surface easement across USX Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967 and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, and across USX Tract 35-H, being the same tract of land conveyed to United States Steel Corporation by Annie Lee Fisher by deed dated September 30, 1968, and recorded in Volume 300 at Page 726 of the Deed Records of Chambers County, Texas, and across USX Tract No. 35-G, being the same tract of land conveyed to United States Steel Corporation by Dorene Shoemaker by deed recorded in Volume 300 at Page 715 of the Deed Records of Chambers county, Texas, a distance of 1398.47 feet to an angle point in said pipeline centerline and baseline at the "T" intersection of three (3) exposed pipelines, having a State Plane Coordinate System value of X = 3,297,512.78 and Y = 716,398.54 situated in USX Realty Development Tract No. 35-G, located within a fenced valve site.

PAGE NO. 2 - EXHIBIT "E"

THENCE North 04°58'41" East with the approximate centerline of said existing pipeline, the centerline of said pipeline easement, and the baseline of said surface easement, at 8.0 feet pass the North line of said Steele Survey and the South line of said Smith Survey, the North line of USX Tract 35-G and the South line of USX Tract No. 5-D, being the same tract of land conveyed to United States Steel Corporation by Truvy A. James by deed dated March 6, 1967, and recorded in Volume 284 at Page 869 and Volume 283 at Page 326 of the Deed Records of Chambers County, Texas, and continue for a total distance of 1303.84 feet to an angle point in said pipeline, centerline, and baseline.

THENCE North 05°40'46" East continuing with the approximate centerline of said existing pipeline, the centerline of said pipeline easement, and the baseline of said surface easement across USX Tract 5-D a distance of 971.44 feet to an angle point in said pipeline, centerline, and baseline.

THENCE North 06°25'08" West continuing with the approximate centerline of said existing pipeline, the centerline of said pipeline easement, and the baseline of said surface easement across USX Tract 5-D a distance of 35.95 feet to the TERMINAL POINT of these easements in the North line of USX Tract No. 5-D and the South line of a 15.774 acre tract called Tract Two (2) conveyed by Fleda Schilling et al, to Houston Lighting & Power Company by deed dated March 22, 1967 and recorded in Volume 284, Page 833 of the Deed Records of Chambers County, Texas, said TERMINAL POINT having a State Plane Coordinate System value of X = 3,297,718.02 and Y = 718,699.58 and being North 78°03'51" East 330.43 feet from U.S. Steel Corp. monument No. 3-5 D at the Southwest corner of said 15.774 acre tract.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

EXHIBIT "H"

The centerline of an abandoned 50 foot wide pipeline easement situated in the John Ijams Survey, Abstract No. 15, Chambers County, Texas, said centerline is more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, having a State Plane Coordinate Value of X = 3,295,832.17 and Y = 690,118.35.

THENCE North 05°28'26" East with the centerline of this pipeline easement abandonment over and across a tract of land called Tract No. 3 in a deed dated December 28, 1966, and recorded in Volume 281 at Page 128 et seq., from Jones and Laughlin Steel Corporation to United States Steel Corporation in the Deed Records of Chambers County, Texas, a 20 foot wide Private Road and USX REALTY DEVELOPMENT Tract No. 33-C being the same tract of land conveyed to United States Steel Corporation by deed recorded in Volume 429 at Page 512 of the Deed Records of Chambers County, Texas, a distance of 1,478.21 feet to the TERMINAL POINT of the centerline of this pipeline easement abandonment, in the Northeast line of said Tract No. 33-C, and in the Southwest right of way line of Tri - City Beach Road, 80 foot wide right of way. This TERMINAL POINT has a State Plane Coordinate Value of X = 3,295,973.16 and Y = 691,589.66. From this TERMINAL POINT US Steel Monument No. 37-33 found in the Southwest right of way of Tri - City Beach Road bears North 47°02'29" West a distance of 1,291.68 feet.

SURVEYED: September, 1998.

PAGE NO. 2 - EXHIBIT "H"

SURVEYOR'S CERTIFICATE

I, Roy Lynn Fisher, Registered Professional Land Surveyor No. 5068, do hereby certify that the foregoing field notes of Exhibits "A", "C-1", "C-2", "D", "E", and "H" were prepared from an actual survey made under my supervision on the ground on the date shown and that all lines, boundaries and landmarks are accurately described therein.

WITNESS my hand and seal at Baytown, Texas, this 19th. day of October A.D., 1998.

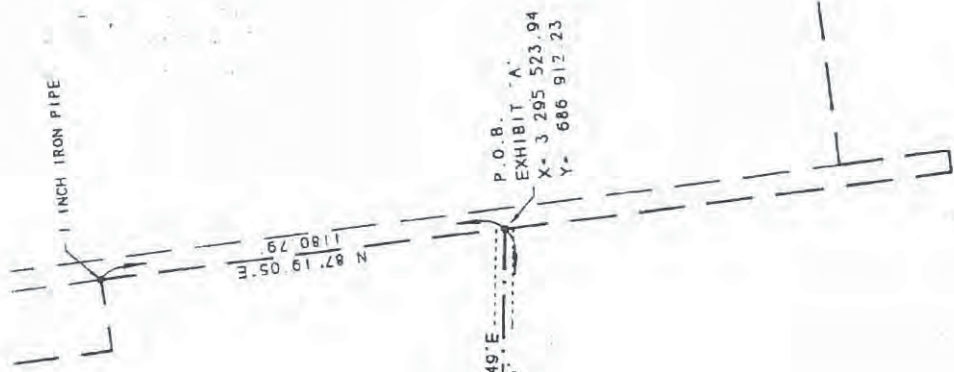


REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5068
98-1499.FDN



REVISED: MARCH 29, 1999.

ED STATES STEEL CORP.
TRACT
VOL. 281 PG. 3
C.C.D.R. 128
DEC. 28, 1966

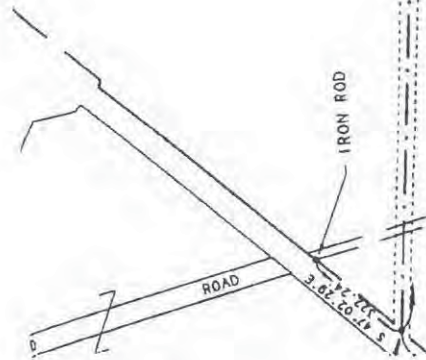


RED FISH REEF 8" EXTENSION PIPELINE

N 05° 31' 49" E
993.90'

N 05° 28' 26" E
3705.61'

50 FOOT PIPELINE EASEMENT
EXHIBIT 'A'

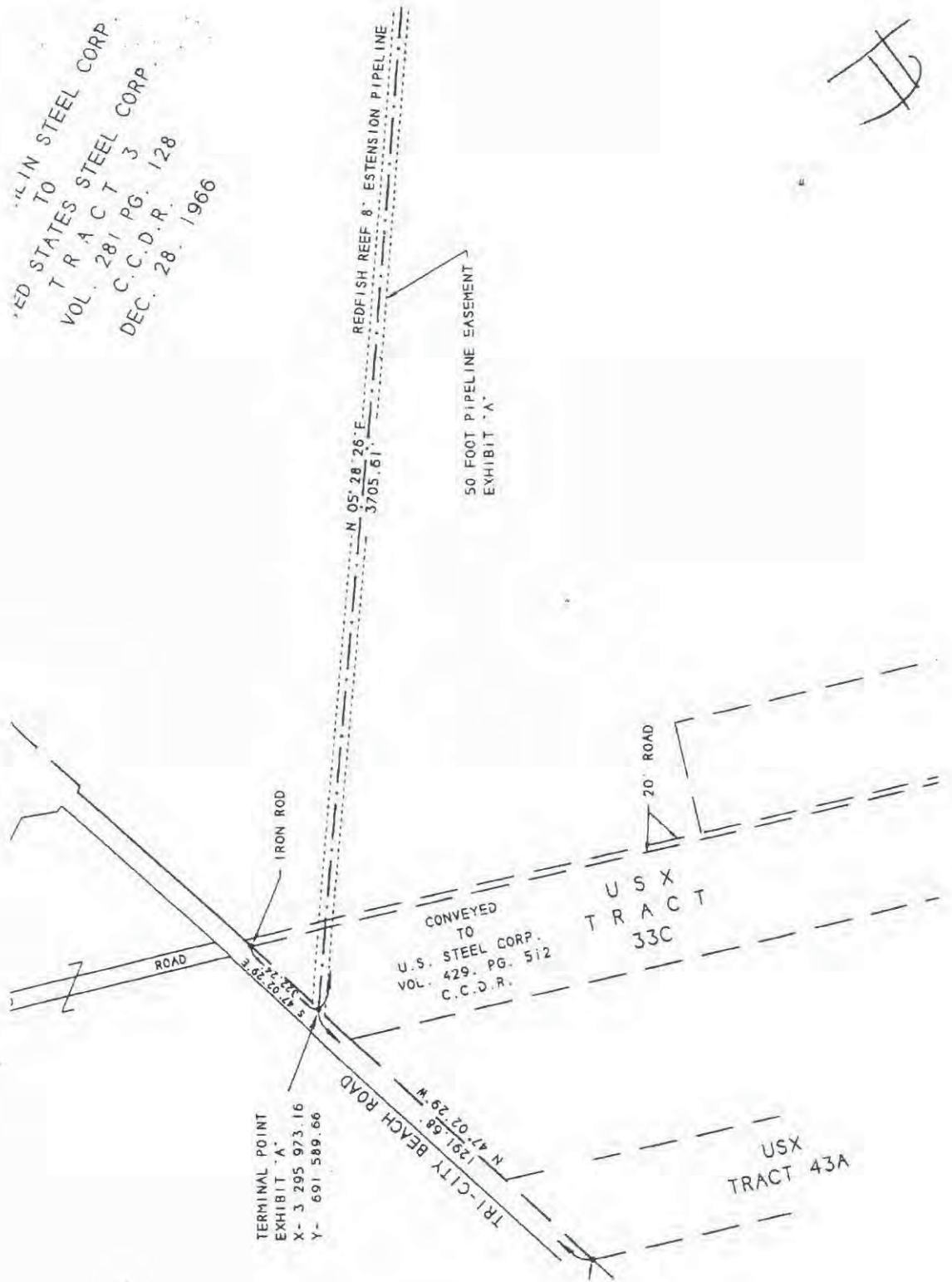


CONVEYED
TO
U.S. STEEL CORP.
VOL. 429. PG. 512
C.C.D.R.

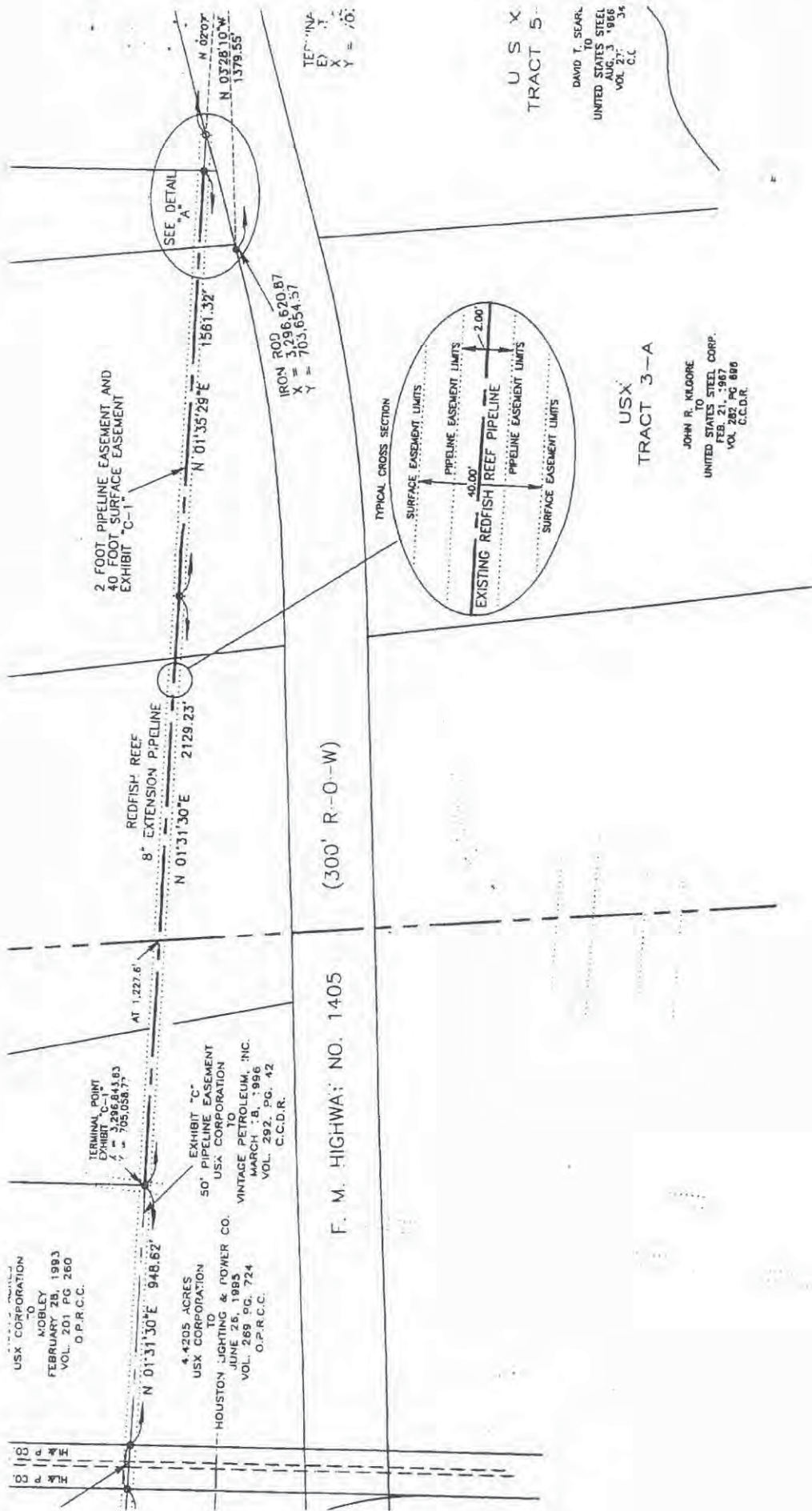
USX
TRACT
33C

EX A

U.S. STEEL CORP.
 TO
 TRACT
 VOL. 281 PG. 3
 C.C.D.R. 128
 DEC. 28. 1966



Ex A contd



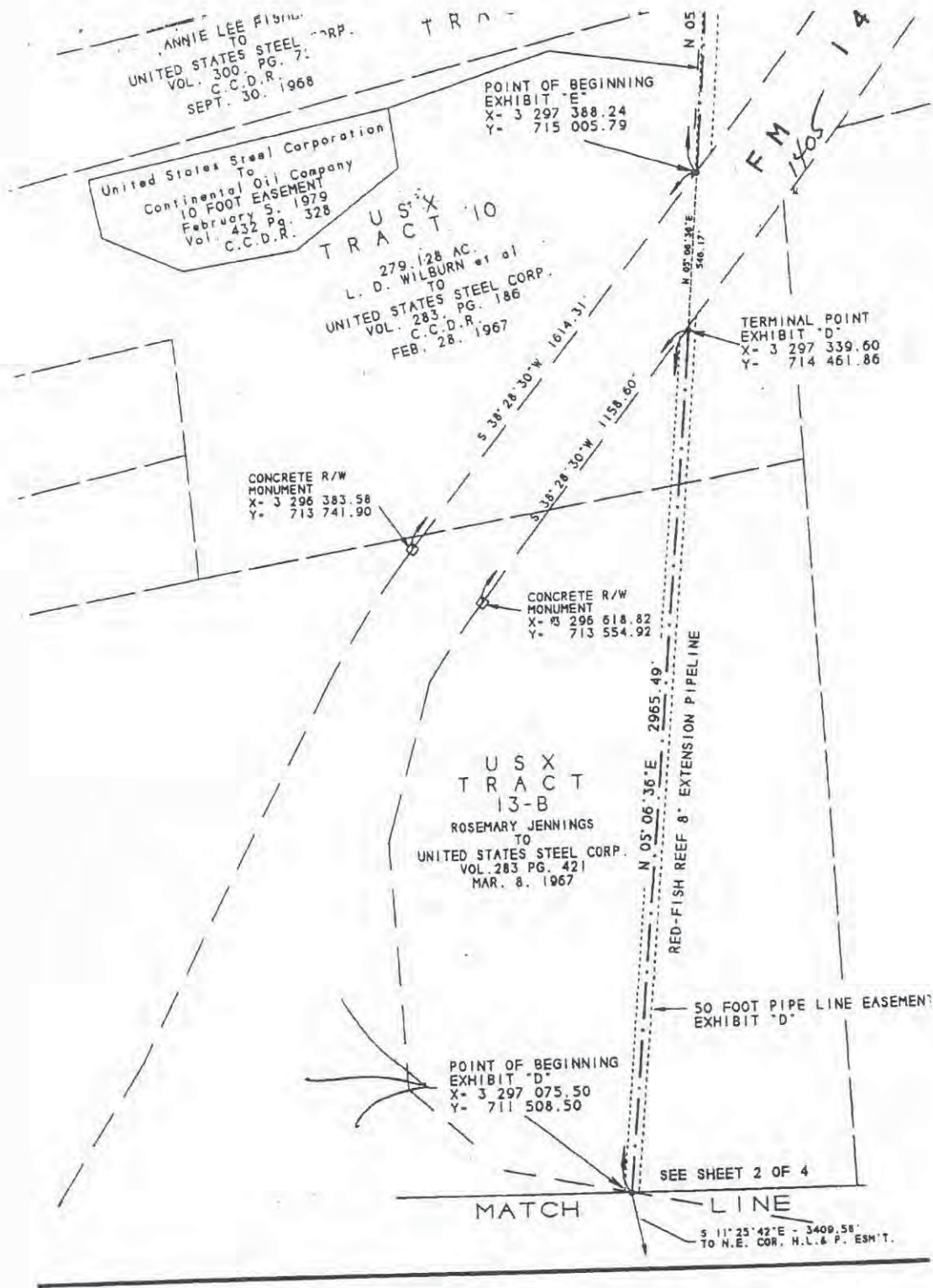


EX C-2

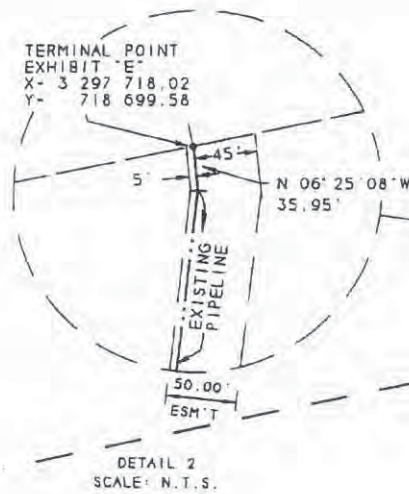
I, Roy Lynn Fisher
do hereby certify
the ground survey
and that all lines
shown hereon.

WITNESS my hand
October, A. D.,

R/L
REG. PROFESSIONAL
NO. 5068



EX 9



TRACT 2
15.774 AC.
FLEDA SCHILLING TO
H.L. & P. CO.
VOL. 284, PG. 833
C.C.D.R.
MARCH 22, 1967

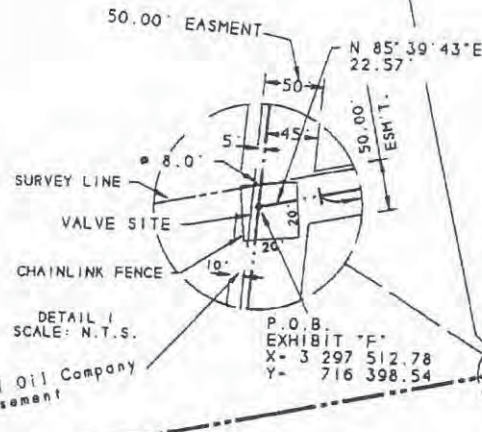
FND MON 3-5D
X- 3 297 394.77
Y- 718 631.25

FND MON 2-5D

Continental
10 Foot Easement

50 FOOT PIPELINE EXHIBIT "E"

S 03° 01' 33" E
2236.09'



UNIT

TERMINA
EXHIBIT
X- 3 29
Y- 71

50 FOOT PIPELINE
EASEMENT - EXHIBIT "F"

CONCRETE R/W
MONUMENT
X- 3 298 528.12
Y- 716 444.24

DORENE SHOEMAKER
TO
UNITED STATES STEEL CORP.
TRACT ONE
VOL. 300, PG. 715
C.C.D.R.

USX
TRACT 35-G

ANNIE LEE FISHER
TO
UNITED STATES STEEL CORP.
VOL. 300, PG. 726
C.C.D.R.
SEPT. 30, 1968

USX
TRACT 35-H

United States Steel Corporation
To
Continental Oil Company
10 FOOT EASEMENT
February 3, 1979
Vol. 432, PG. 328
C.C.D.R.

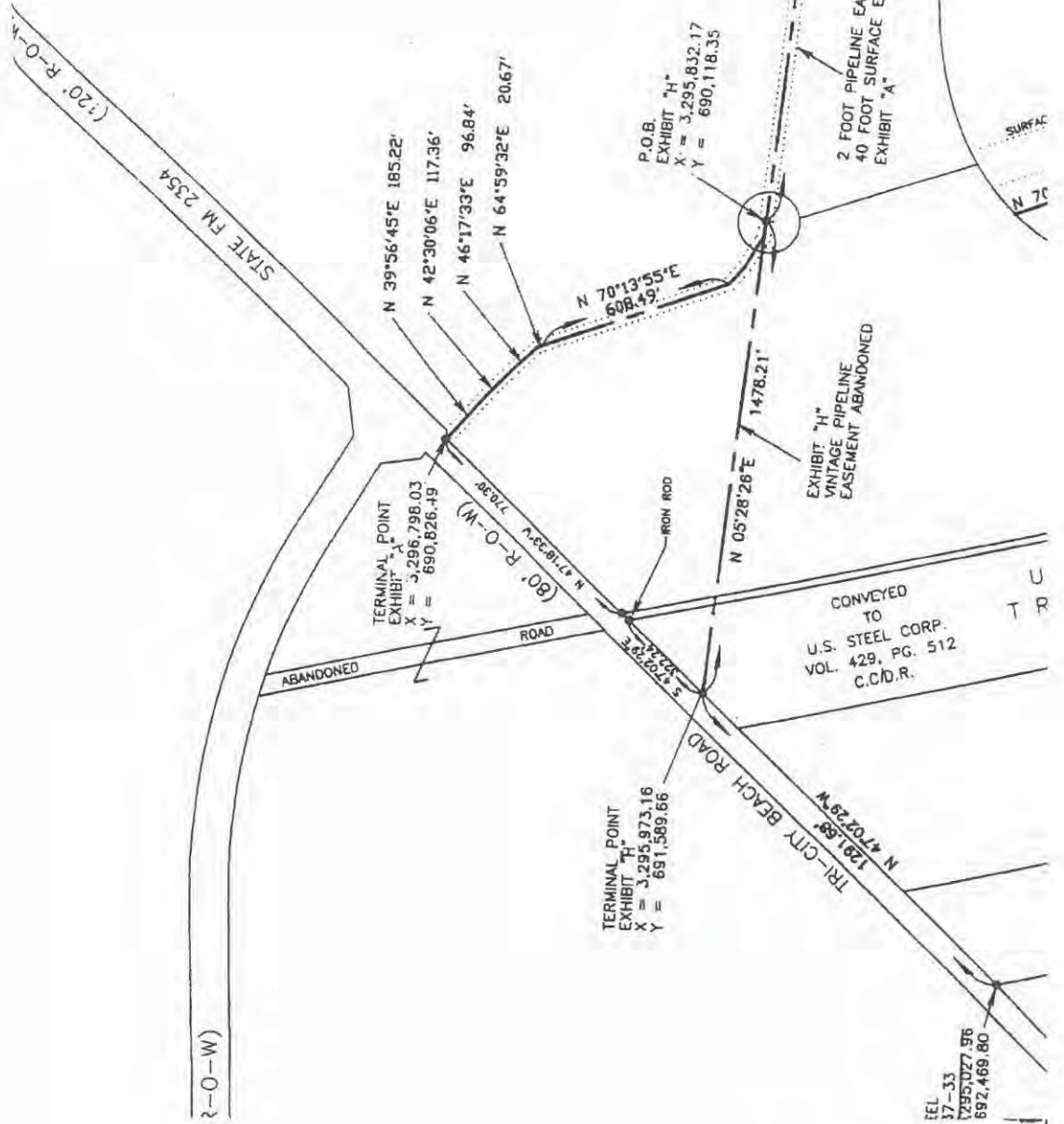
POINT OF BEGINNING
EXHIBIT "E"
X- 3 297 388.24
Y- 715 005.79

USX
TRACT 10

279.128 AC.
L. D. WILBURN et al
TO
UNITED STATES STEEL CORP.
VOL. 186

FM
1405

TRACT
JONES & LAUGHLIN
TO
UNITED STATES
DEC. 21
VOL. 281
P. D.



Handwritten signature

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

(Note: Citations - Volume 611, Page 463)
 Fisher Industries Corp.
 611-463-463
 Volume 611, Page 728
 Chrysler Credit Corp.
 611-728-728



(1983) Corporation - Volume 811, Page 440
United States Steel Corporation
600,000,000
Volume 811, Page 720
Dundee County Golf Course
03-0-07

PLAN

Proposed State Highway 98, R/W



MASTERO R		F.A. 3076, Pgs. 8-11
FEL		
EXISTING 6" PIPE UNDER PROPOSED CHAMBERS CONSTRUCT		11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

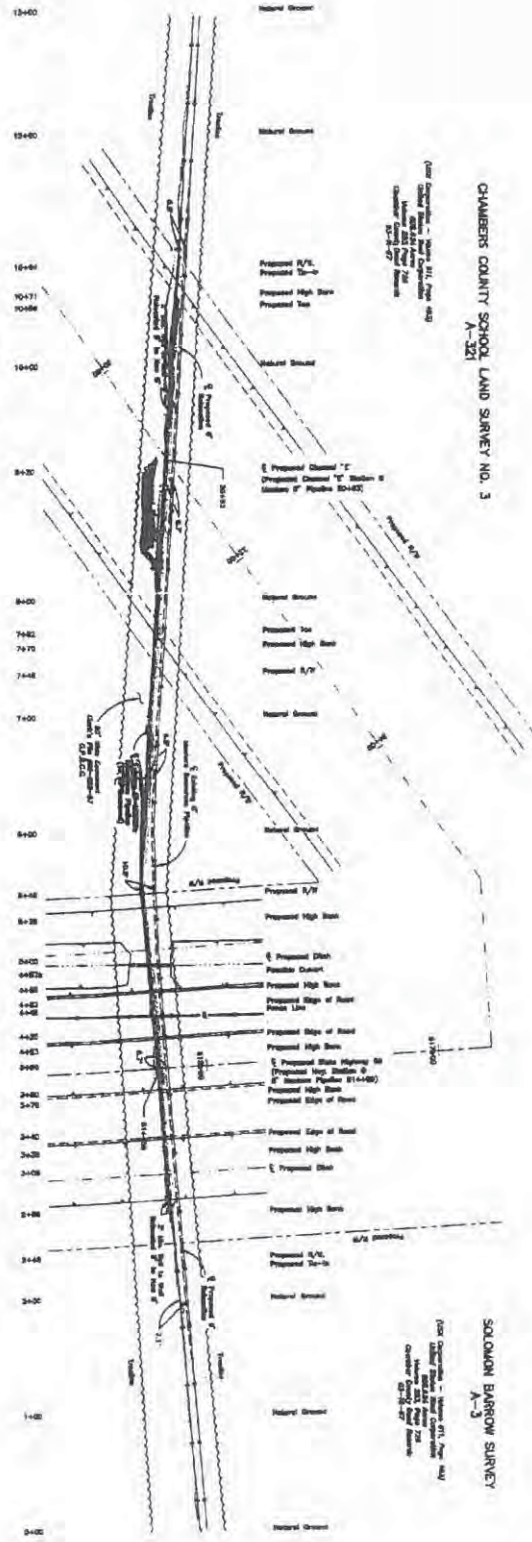
CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321
CHAMBERS COUNTY, TEXAS

SOLUTION BARROW SURVEY
A-3

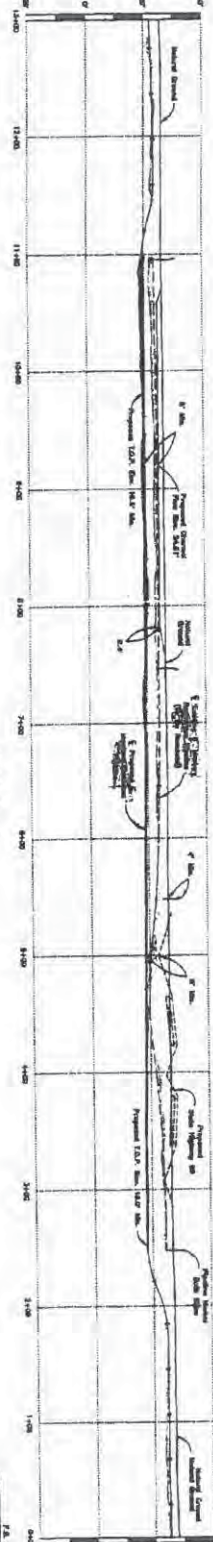
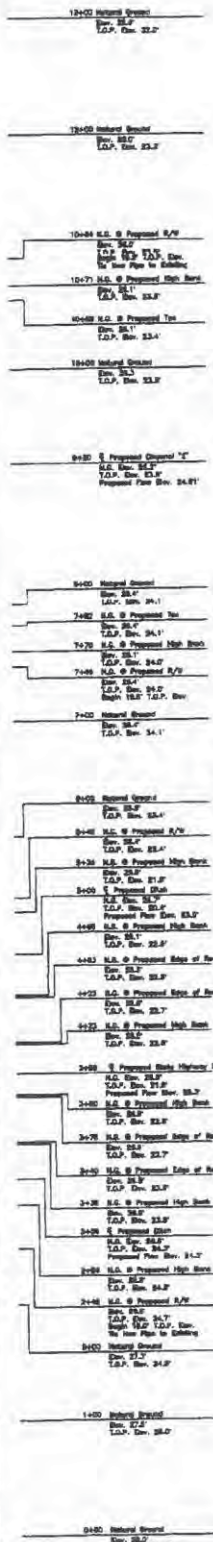
SOLUTION BARROW SURVEY
A-3
CHAMBERS COUNTY, TEXAS



Proposed Channel F

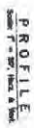
PLAN

Proposed State Highway 99, R/W

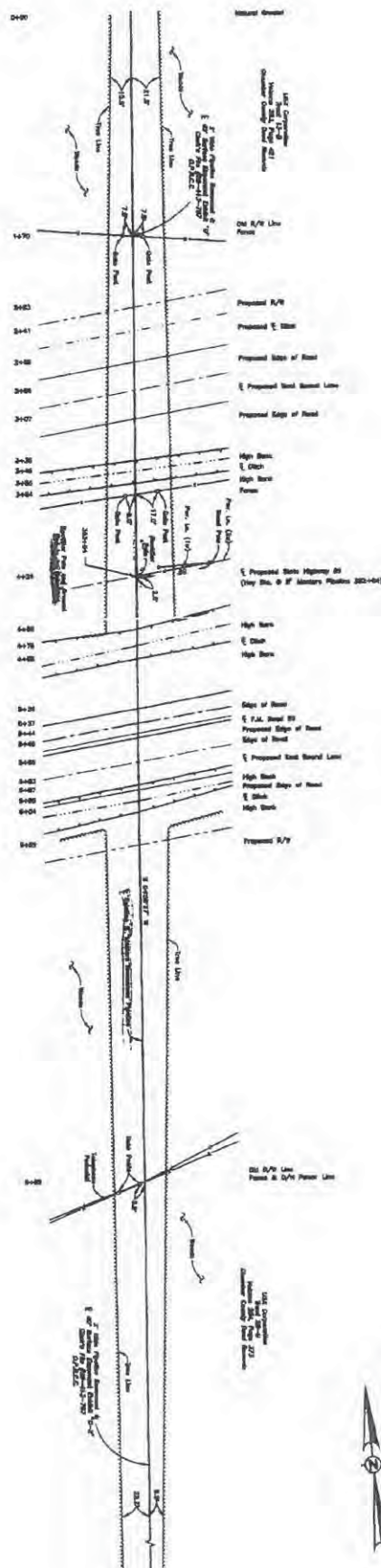
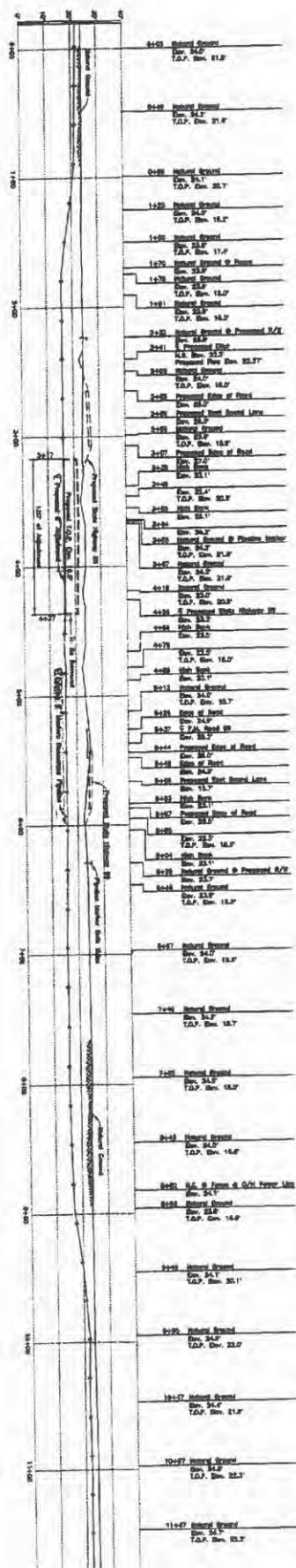


PROFILE

DATE	BY	REVISION
11/1/81	J. L. BROWN	1.0
11/1/81	J. L. BROWN	1.1
11/1/81	J. L. BROWN	1.2
11/1/81	J. L. BROWN	1.3
11/1/81	J. L. BROWN	1.4
11/1/81	J. L. BROWN	1.5
11/1/81	J. L. BROWN	1.6
11/1/81	J. L. BROWN	1.7
11/1/81	J. L. BROWN	1.8
11/1/81	J. L. BROWN	1.9
11/1/81	J. L. BROWN	2.0

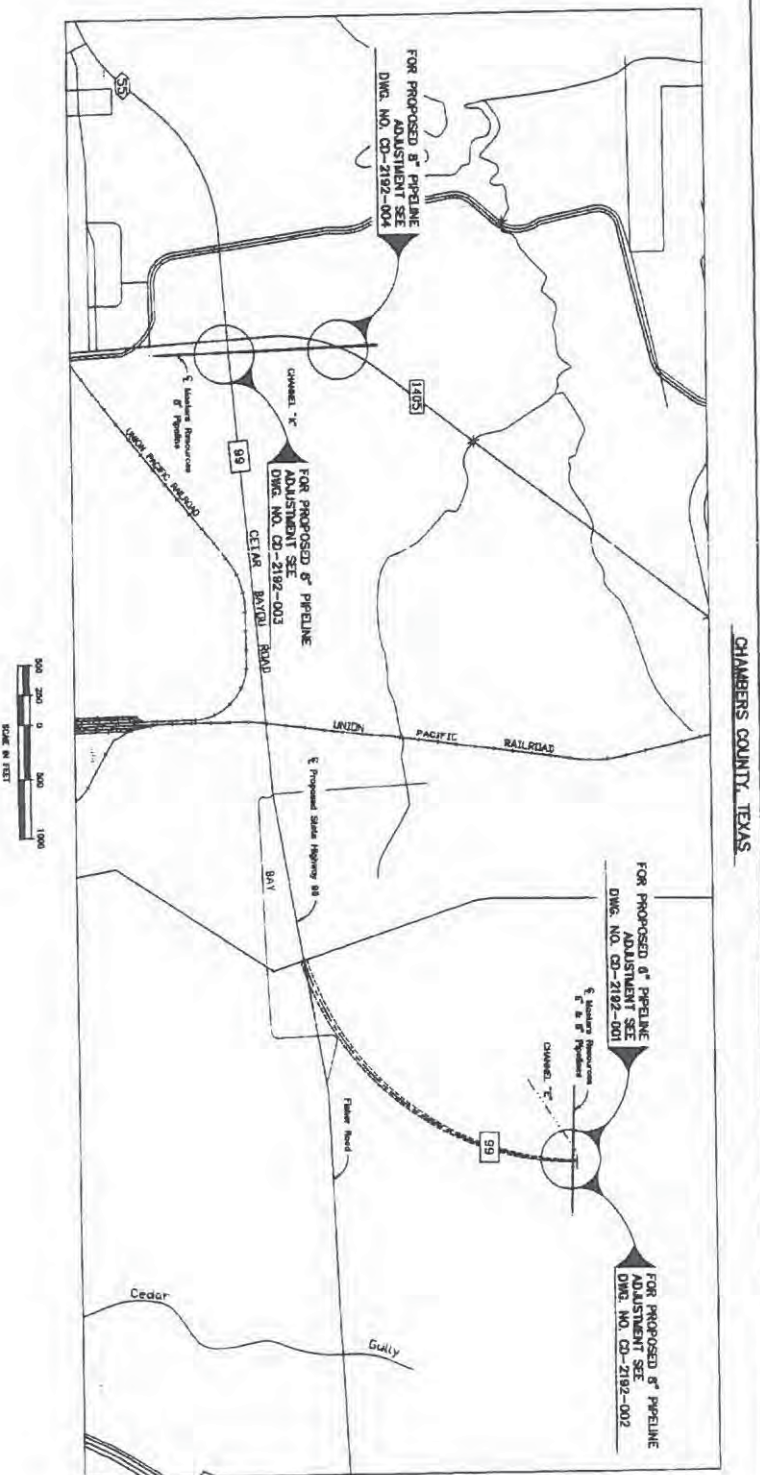


FA 0000, 0000-0000	
MASTERS R	00
EASTING 8' P	
UNDER PROP	
& F.M.	
CHAMBERS	
CONSTRUCT	



CHAMBERS COUNTY, TEXAS
JOHN STEELE SURVEY, A-227

PROPOSED MASTERS RESOURCES 6" & 8" PIPELINE ADJUSTMENTS CHAMBERS COUNTY, TEXAS



DATE	BY	REVISION
11/11/11	CHAMBERS	MASTERS RESOURCES
11/11/11	CHAMBERS	PROPOSED 6\"/>



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

December 16, 2003

CONTACT: ROW

Utility Agreement U1-4121
Account 8012-02-036
ROW CSJ 3510-10-004
Control 3510-10-003
Chambers County
SH 99: From FM 565 to FM 1405

Ms. Claudia Helmkamp
MastersResources, L.L.C.
9801 Westheimer #1070
Houston, Texas 77042

Dear Ms. Helmkamp:

Attached for your files is one (1) executed copy of the Utility Agreement Assembly. The adjustment is 100 percent reimbursable for all eligible cost. As noted in previous correspondence you are authorized to proceed with the adjustment of your facilities on the above captioned project. If a Traffic Control Plan is necessary, please be sure to submit the plan within a reasonable time frame to the Area Engineer for review and approval. Mr. Don Brandon, P.E., the Area Engineer, office is located at 7505 SH 65, Anahuac, Texas 77514. The office telephone number is (713) 267-8379.

The work must be completed to the State inspector's satisfaction and in accordance with the Texas Department of Transportation (TxDOT) Utility Accommodation Policy. Please notify the Area Engineer's office at least forty-eight (48) hours prior to beginning your adjustment to provide for the inspection of this work.

Unsuitable excavation and excavation that is not needed for construction shall be known as "waste" and shall become the property of the contractor, to be disposed of by him outside the limits of the right of way or at a location approved by the engineer. The backfill will need to be placed in uniform layers six inches in depth, with each layer compacted to a density comparable with the adjacent undisturbed soil.

Ms. Claudia Helmkamp
December 16, 2003
Page 2

Adequate provisions must be made to create a minimum of inconvenience to traffic and adjacent property owners. Barricades, warning signs, and flagmen when necessary, shall be provided by the contractor or the owner. It is understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the owner. All traffic control measures shall comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways*.

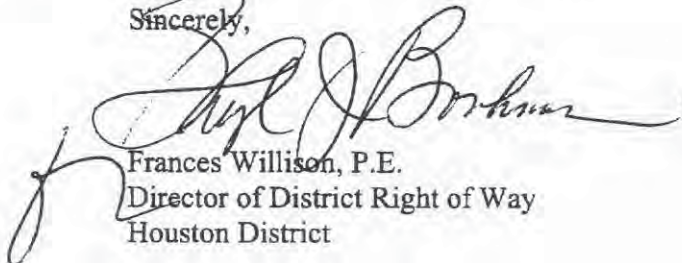
The owner acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed improvement. Your office will need to coordinate your relocation with the other utilities located on this project. Also, note that highway facilities shown as proposed on TxDOT's plans may be installed prior to your adjustment. If during or after construction of your facilities a modification is necessary due to a revision of the State plans, this office should be notified prior to the implementation of the change.

With this notification of an approved agreement, billing statements for cost incurred may be forwarded for processing. They will be reviewed in intervals of not less than thirty (30) days. All costs should be clearly defined and indicated in a line item format that should match the items shown in the original cost estimate. All major items should be supported by contractor invoices. There will be a twenty (20) percent retainer prior to final billing.

Your final billing will need to compare the estimated quantities and cost to the actual quantities and cost. Then, an explanation of any overruns or underruns in the quantities or cost will need to be provided. Also, submit with your final billing the date construction began and ended, and the address and telephone number of the location where the records may be audited.

It is requested that your office complete this work as soon as possible. If you require the status of any right of way acquisition, or if there is a change in the scope of work or if you are unable to meet the proposed schedule of relocation, please contact Mr. Michael Rayne at (713) 802-5779.

Sincerely,



Frances Willison, P.E.
Director of District Right of Way
Houston District

MR:trd
Attachment
cc: Mr. Don Brandon, P.E.
Mr. Michael Rayne

Texas Department of Transportation
Form D-15-131
Page 1 of 2 Rev. 02/01

STANDARD UTILITY AGREEMENT
Non Federal-aid

Agreement No. 11-4121

County	Chambers	ROW Account Number	8012-02-036
Federal Project Number		Highway Number	SH 99
CSJ Number	3510-10-004	Control Number	3510-10-003

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the State, and **MASTERS RESOURCES, LLC.**, 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 **CHAMBERS**
located from **FM 565**
to **FM 1405**

Highway **SH 99**

; 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:

*Relocate 8" pipeline @ Channel 'K' Station 10+97,
Relocate 8" pipeline and waterline @ SH 99 Station 362+94
Relocate 6" and 8" pipelines @ Channel 'C' Station 20+93
Relocate 6" and 8" pipelines @ SH 99 Station 514+59*

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.

Texas Department of Transportation
Form D-15-131
Page 2 of 2 Rev. 02/01

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 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 adjustments, 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 cost 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 this 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.

Company: Martin Resources, LLC
Utility Name

By: [Signature]
Authorized Signature

Title: Managing Partner

Date: 7/7/03

EXECUTION RECOMMENDED:

[Signature]
District Engineer, Texas Department of Transportation

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: [Signature]
Director of Right of Way
Texas Department of Transportation

Date: 12/10/03

Texas Department of Transportation
Form D-15-80A
Page 1 of 2 Rev. 2/01

Utility Joint Use Agreement
(Control Access Highway)

Agreement No. 11-4121

THE STATE OF TEXAS)	County	Chambers
)	Federal Project No.	
COUNTY OF CHAMBERS)	ROW CSJ No.	3510-10-004
		ROW Account No.	8012-02-036
		Highway No.	SH 99
		Limits	FM 565 to Fm 1405

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Department of Transportation, proposes to make certain highway improvements on that section of the aboveindicated highway; and

WHEREAS, the MASTERS RESOURCES, LLC, herein after called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicted on the plans attached to Standard Utility Agreement as executed by Owner on the 7 day of July, 20 03, or on location sketches attached hereto except as provided hereinbelow;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Department of Transportation prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

Owner hereby agrees that access for servicing its facilities normally will be limited to access via: (a) frontage roads where provided, (b) nearby or adjacent public roads and streets or (c) trails along or near the highway right of way lines, connecting only to an intersecting road: from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Texas Department of Transportation
Form D-15-80A
Page 2 of 2 Rev. 2/01

Participation in actual costs incurred by the Owner for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the Owner and the State, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

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

Owner: MASTERS RESOURCES, LLC
Utility Name

EXECUTION RECOMMENDED:

By: Richard A. Lee
Authorized Signature

For Travis
District Engineer, Texas Department of Transportation

Title: Managing Partner

Date: 7/7/03

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: [Signature]
Director of Right of Way
Texas Department of Transportation

Date: 12/10/03

Texas Department of Transportation
Form D-15-48
Page 1 of 2 Rev. 02/01

STATEMENT

(Covering Contract Work as Appears in Preliminary Estimate)
Agreement No. _____

County	Chambers	Account No.	8012-02-036
Federal Project No.		Highway No.	SH 99
ROW CSJ No.	3510-10-004	Control No.	3510-10-003

I, Richard H. Lee, a duly authorized and qualified representative of, MASTERS RESOURCES, LLC, hereinafter referred to as **Owner**, and fully aware of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

I. It is more economical and/or expedient for **Owner** to contract this adjustment because:

II. 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 preliminary 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.

B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified 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. Such presently known contractors are listed below:

1. DRIVER PIPELINE Co., INC.
(PIPELINE)

1) STREAMLINE (FACILITY)

2. TROY CONSTRUCTION
(PIPELINE)

2) WPS (FACILITY)

3) HANOVER (FACILITY)

3. TEPSCO, INC.
(PIPELINE)

4. TANNER PIPELINE, LLC
(PIPELINE)

5. M. J. SHERIDAN OF TEXAS, INC.
(PIPELINE)

Texas Department of Transportation

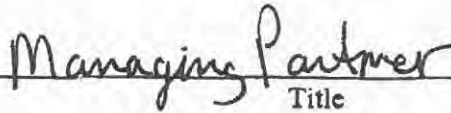
Form D-15-48

Page 2 of 2 Rev. 02/01

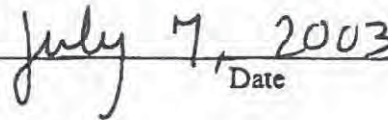
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information 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 preliminary 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).



Signature



Title



Date

10/22/2003 20:22 2813343461

RJ HAECHTEN

DESIGN PRESSURE FOR STEEL PIPE

Yield strength of steel in psi =	35,000
Nominal outside diameter in inches =	6.625
Wall thickness in inches =	0.280
Design factor =	0.50
Longitudinal joint factor =	1.0
Temperature derating factor =	1.0

Maximum allowable pressure in psi based on design = **1479****Notes:**

Assume 24,000 psi for the yield strength if unknown.
Use a longitudinal joint factor of 1.0 for all pipe except butt weld.
Use a temperature derating factor of 1.0 if temperature is less than 250 degrees F.
Use a design factor of .72 for liquid pipelines. Consult DOT 192 for gas pipelines.

DESIGN PRESSURE FOR STEEL PIPE

Yield strength of steel in psi =	35,000
Nominal outside diameter in inches =	8.625
Wall thickness in inches =	0.322
Design factor =	0.50
Longitudinal joint factor =	1.0
Temperature derating factor =	1.0

Maximum allowable pressure in psi based on design = 1307

Notes:

Assume 24,000 psi for the yield strength if unknown.
Use a longitudinal joint factor of 1.0 for all pipe except butt weld.
Use a temperature derating factor of 1.0 if temperature is less than 250 degrees F.
Use a design factor of .72 for liquid pipelines. Consult DOT 192 for gas pipelines.

Account No.: 8012-02-036
 ROW CSJ: 3510-10-008
 CSJ: 3510-10-003

Company Name: Master Services, LLC.
 Company Contact: Tony Coleman
(713) 602-5700
(713) 602-5700 (Fax)

Pipeline Diameter	Pipe Schedule	Gas or Fluid Pipeline	Operating Pressure	Nominal Wall Thickness	Maximum Design Pressure	PSI	Minimum Wall Thickness
6.625	40	GAS	650	.280	1479	1000	.190
8.625	40	GAS	650	.322	1309	1000	.247

Once complete, please fax to M.C. Michael Payne at (713) 802-5700. Thank you.
 Please Do Not Write Below This Line.

BARLOW'S FORMULA

$$T = \frac{D \times P}{2 \times F \times S}$$

D = Outside diameter of pipe
 P = Maximum design pressure of pipe
 S = Yield strength in PSI
 F = Design factor (0.6)
 T = Minimum wall thickness

$$I =$$

**MASTERS RESOURCES, LLC
ESTIMATE FOR TXDOT RELOCATIONS
UTILITY ADJUSTMENT U1-4121**

DESCRIPTION	QTY	UNITS	PRICE	TOTAL
ENGINEERING:				
Project Coordination	50	hours	\$75.00	\$3,750.00
Correspondence and Documentation	30	hours	\$75.00	\$2,250.00
Design	30	hours	\$75.00	\$2,250.00
Estimate	30	hours	\$75.00	\$2,250.00
Bid prep., bidding, and bid evaluation	60	hours	\$75.00	\$4,500.00
Construction Management	52	hours	\$75.00	\$3,900.00
Mileage	1600	miles	\$0.375	\$600.00
TOTAL ENGINEERING				\$19,500.00
SURVEYING:				
3 Man Survey Crew	9	days	\$975.00	\$8,775.00
4 Man Survey Crew	4	days	\$1,190.00	\$4,760.00
Supervision	102	hours	\$65.00	\$6,630.00
GPS equipment	5	days	\$271.00	\$1,355.00
All terrain vehicle	6	days	\$81.00	\$486.00
Mileage	1960	miles	\$0.43	\$842.80
Miscellaneous	1	lot	\$151.20	\$151.20
TOTAL SURVEYING				\$23,000.00
DRAFTING:				
Supervision	36	hours	\$65.00	\$2,340.00
Cad Operator	150	hours	\$56.50	\$8,475.00
Draftsman	10	hours	\$35.00	\$350.00
Mileage	400	miles	\$0.39	\$156.00
Miscellaneous	1	lot	\$679.00	\$679.00
TOTAL DRAFTING				\$12,000.00
RIGHT OF WAY:				

Right of Way Agent		82	hours		
Mileage		500	miles		\$5,330.00
Miscellaneous		1	lot		\$195.00
TOTAL RIGHT OF WAY					\$975.00
					\$6,500.00
8" Pipeline Crossing @ SH99 Sta. 362+94					
Bid price for labor and equipment		1	Bid		\$15,561.00
Bid price for 125 feet of 8.635", Gr. B, Std WT pipe and misc. material		1	Bid		\$1,765.00
Inspection		2	days		\$500.00
Radiograph Welds		6	welds		\$96.00
Inspection		6	days		\$2,400.00
Asbestos Abatement		125	feet		\$3,750.00
Misc. including temporary ROW and grazing damages		1	lot		\$1,000.00
Install of new anodes, relocate rectifier, and new power connection		1	lot		\$26,500.00
TOTAL					\$52,072.00
8" Pipeline Crossing @ Channel 'K' @ Sta. 10+97					
Bid price for labor and equipment		1	Bid		\$44,308.00
Bid price for 240' of 8.625", Gr. B, Std WT pipe, 4 ea. 45 3R ells, and misc. material		1	Bid		\$4,580.00
Radiographic Crew		3	days		\$1,500.00
Radiograph Welds		16	welds		\$256.00
Inspection		6	days		\$2,400.00
Asbestos Abatement		300	feet		\$9,000.00
Additional pipeline ROW width		1	lot		\$7,500.00
TOTAL					\$69,544.00
8" Pipeline Crossing @ SH99 @ Sta. 514+59 and Channel 'E' @ Sta. 20+93					
Bid price for labor and equipment		1	Bid		\$43,256.00
Bid price for 850 feet of 8.635", Gr. B, Std WT pipe and misc. material		1	Bid		\$11,050.00
Radiographic Crew		4	days		\$2,000.00
Radiograph Welds		22	welds		\$352.00
Inspection		6	days		\$2,400.00
Asbestos Abatement		850	feet		\$25,500.00
Misc. including temporary ROW and grazing damages		1	lot		\$1,000.00
Blowdown, purge, and refill 21,000 feet of 8" pipe at 650 psig		413	mcf		\$1,982.40

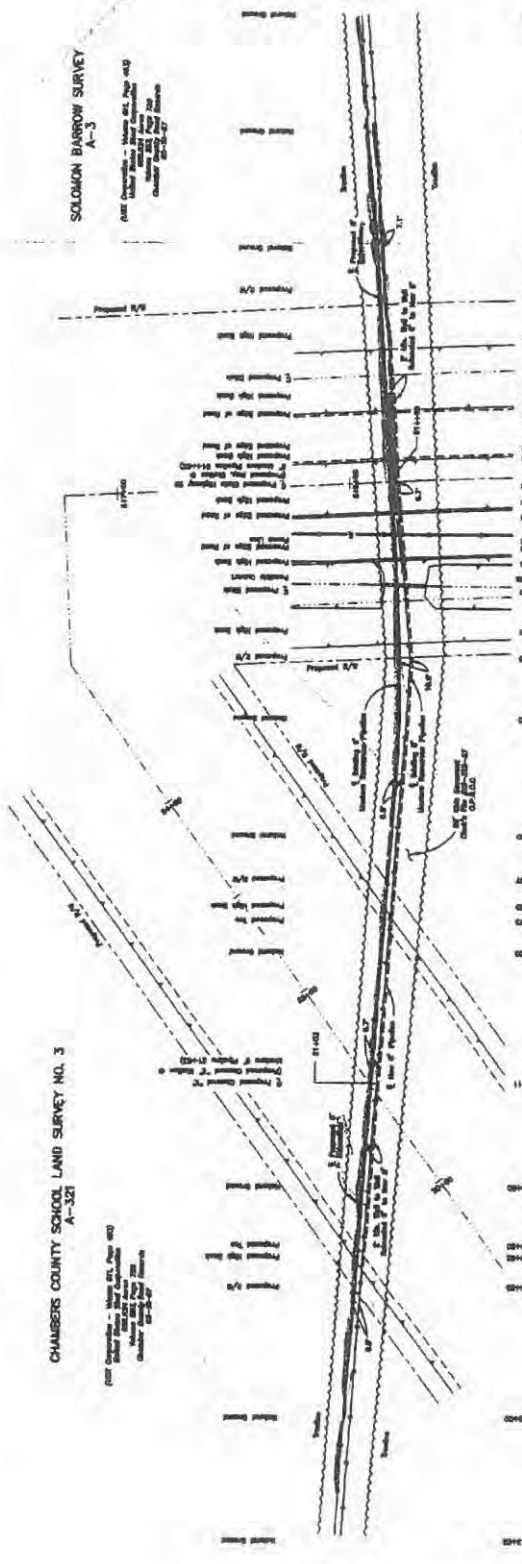
CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

SOLOMON BARROW SURVEY
A-3

NOTE: Computations - Volume 401, Page 402
Surveyed by: [Name]
Checked by: [Name]
Date: 10-2-27

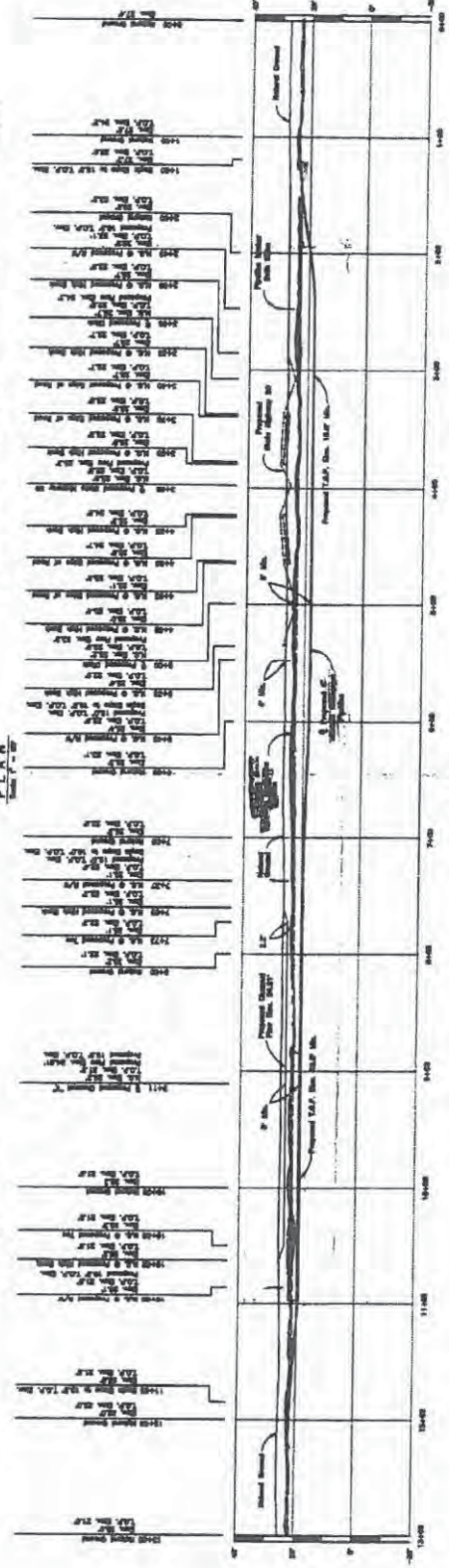
NOTE: Computations - Volume 401, Page 402
Surveyed by: [Name]
Checked by: [Name]
Date: 10-2-27



Proposed Channel 1

Proposed State Highway 99, R/V

PLAN
Scale 1" = 40'



PROFILE
Scale 1" = 40'

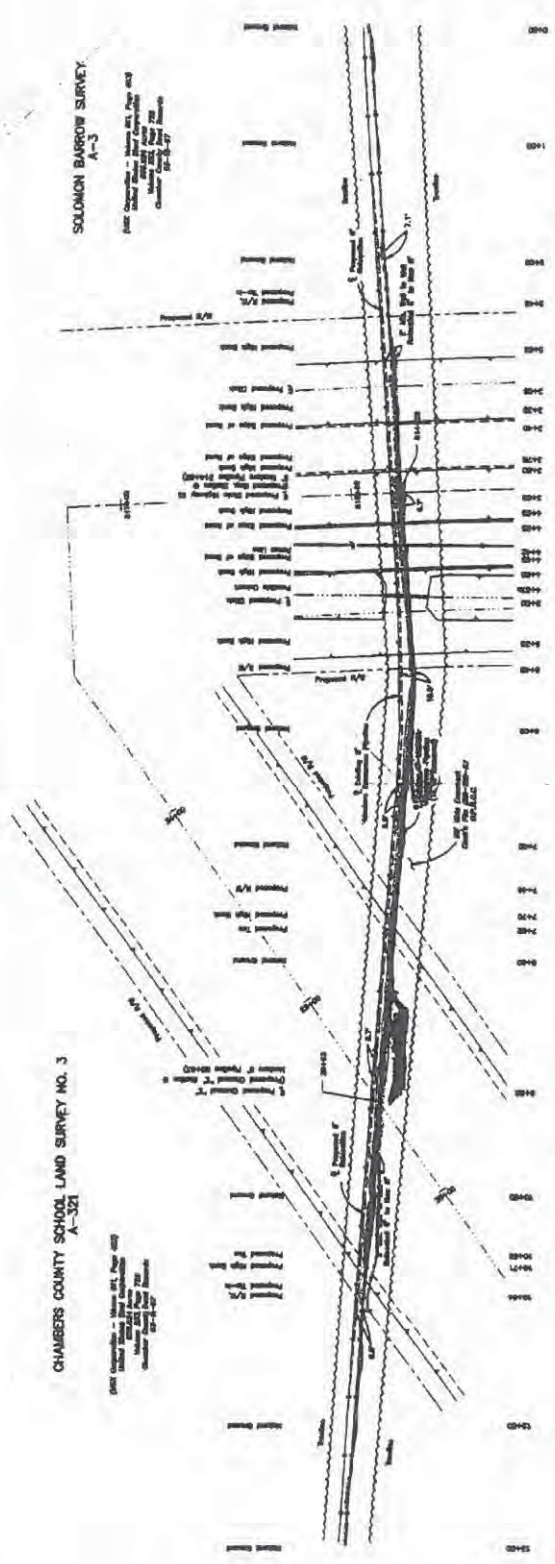
CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

SOLOMON BARROW SURVEY
A-3

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

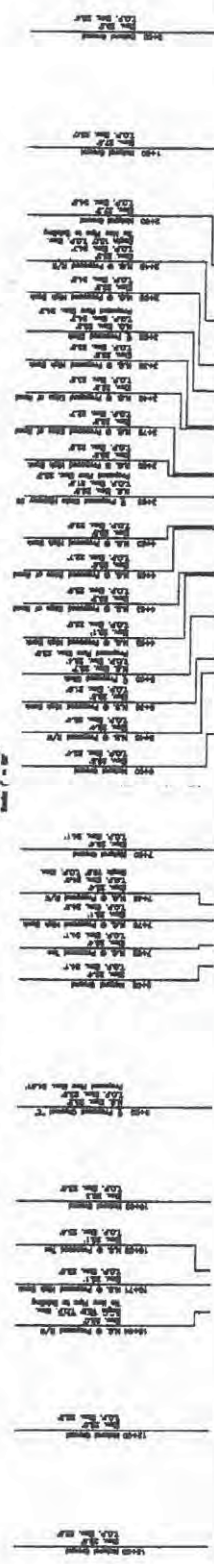
SOLOMON BARROW SURVEY
A-3



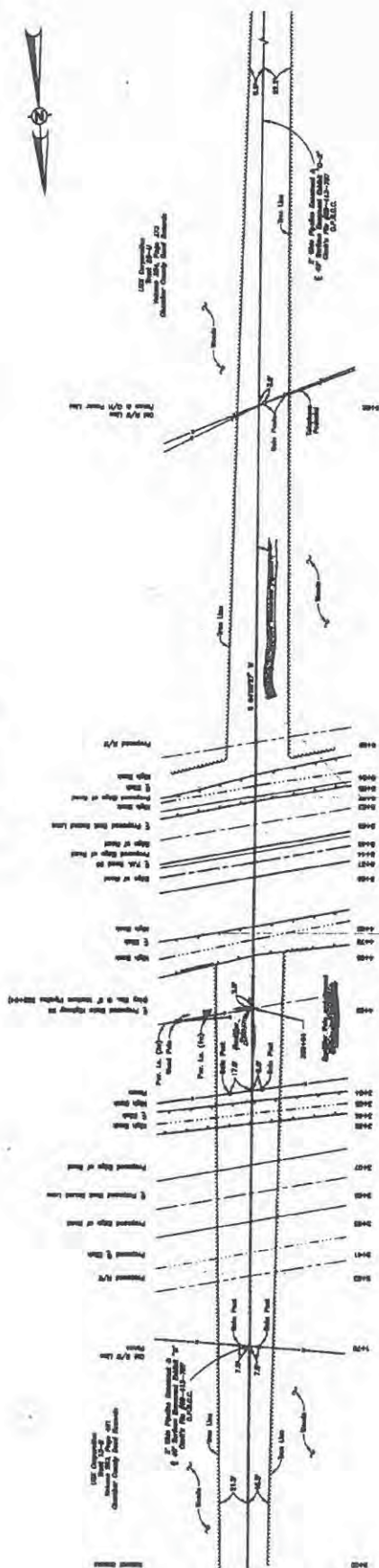
Proposed Channel 1

Proposed State Highway 89 R/W

PLAN

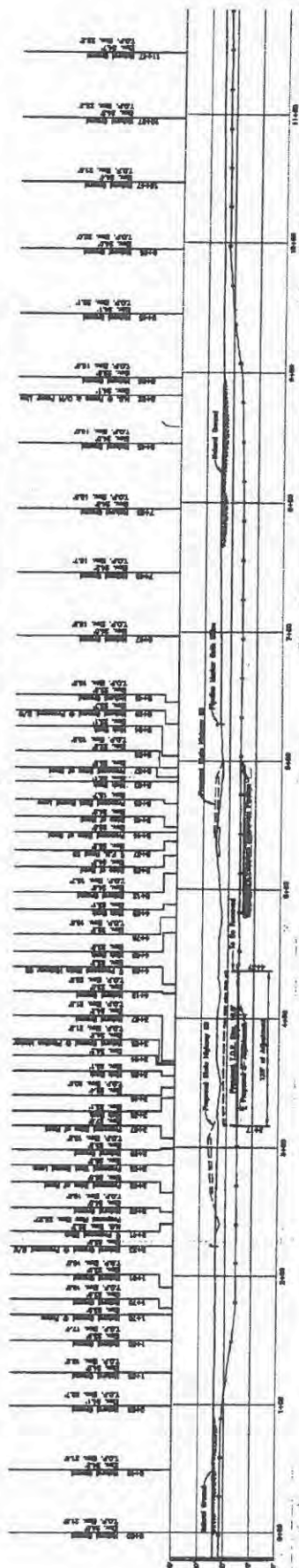


PROFILE



State Highway 99

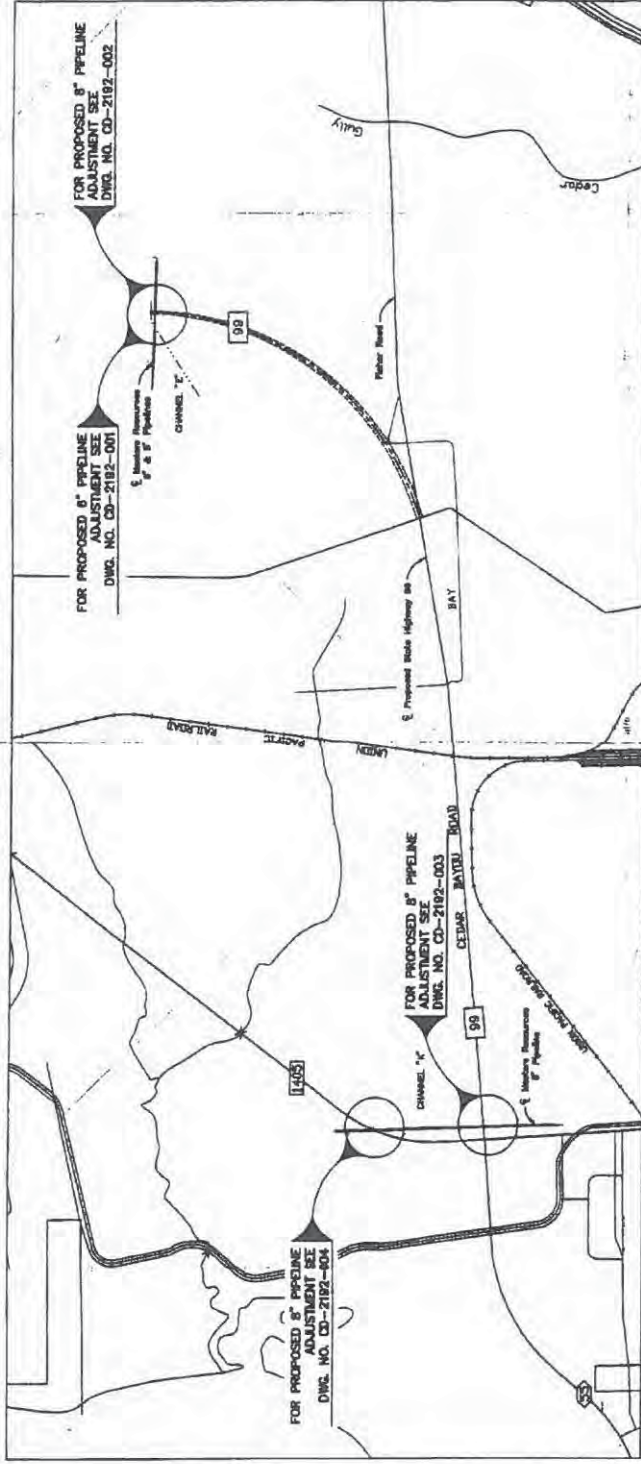
PLAN
Scale 1" = 40'



PROFILE
 Number 1 - 1st Part.
 Number 2 - 2nd Part.

27	CRIMINAL JUSTICE	28	CRIMINAL JUSTICE
29	CRIMINAL JUSTICE	30	CRIMINAL JUSTICE
31	CRIMINAL JUSTICE	32	CRIMINAL JUSTICE
33	CRIMINAL JUSTICE	34	CRIMINAL JUSTICE
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93	CRIMINAL JUSTICE	94	CRIMINAL JUSTICE
95	CRIMINAL JUSTICE	96	CRIMINAL JUSTICE
97	CRIMINAL JUSTICE	98	CRIMINAL JUSTICE
99	CRIMINAL JUSTICE	100	CRIMINAL JUSTICE

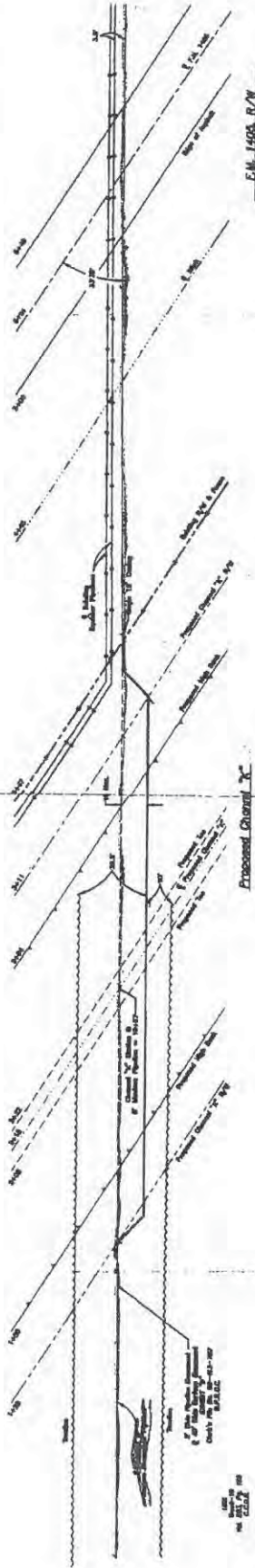
CHAMBERS COUNTY, TEXAS



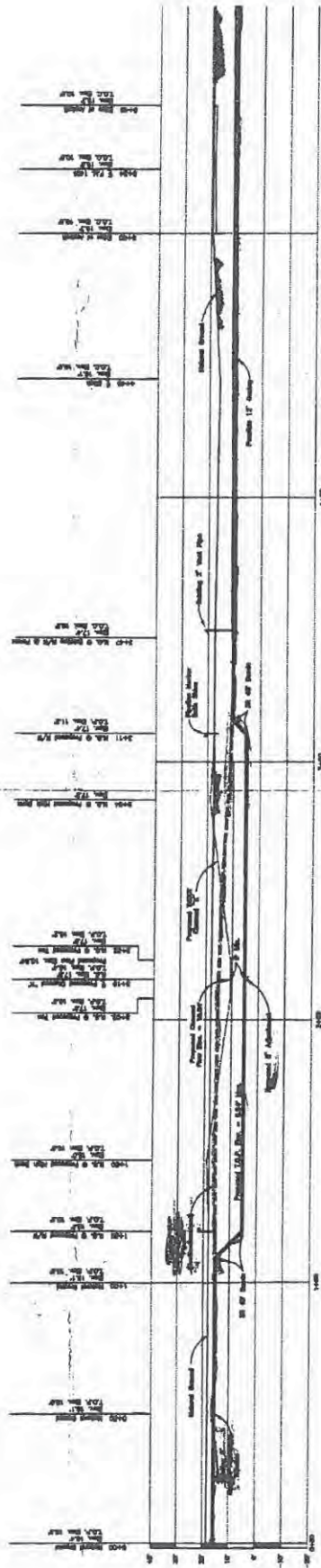
PROPOSED MASTERS RESOURCES 6" & 8" PIPELINE ADJUSTMENTS CHAMBERS COUNTY, TEXAS

1	2	MASTERS RESOURCES
3	4	PROPOSED 6" ADJUSTMENTS
5	6	CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY, TEXAS
JOHN STEEL SURVEY, A-227



PLAN



PROFILE

MASTERS IN	CHAMBERS COUNTY, TEXAS
EXISTING & PROPOSED	UNDER PROPOSED
A.F.M.	A.F.M.
CHAMBERS COUNTY, TEXAS	CHAMBERS COUNTY, TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 6-1

UTILITY FORMS

RFP ADDENDUM #7

NOVEMBER 4, 2016

County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

EXHIBIT A

PLANS, SPECIFICATIONS, COST ESTIMATES AND ALLOCATION

County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

EXHIBIT B

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(SPD ROW-U-UAAA-DM)**

County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

EXHIBIT A

PLANS, SPECIFICATIONS, COST ESTIMATES AND ALLOCATION

County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

EXHIBIT B

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(SPD ROW-U-UAAA-OM)**



District:
County:
CSJ No.:
Highway:
Limits:
Fed. Proj. No.:

AFFIDAVIT
(Utility Owner)

Agreement No.

STATE OF TEXAS §

COUNTY OF §

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, herein called TxDOT, has deemed it necessary to make certain highway improvements on Highway in County, Texas, from to .

WHEREAS, it is anticipated that the hereinabove mentioned improvements will affect the facilities of hereinafter called the **Owner**, at the following described locations: .

WHEREAS, TxDOT has requested that the **Owner** furnish to the information relative to interests that Owner hold in lands at each of the hereinabove referenced locations;

NOW THEREFORE, before me, the undersigned authority, this day personally appeared , who, after being by me duly sworn, did depose and say:

That he/she is of and, as such, has knowledge of the facts contained herein; and

That, to the best of his/her knowledge, said **Owner** is the owner of the following described interests in the hereinabove-indicated lands, copies of the instruments under which said **Owner** claims said interests being attached hereto and made a part hereof.

Signature

Title

Company



ACKNOWLEDGMENT

State of Texas
County of _____

Sworn to and subscribed before me this _____ day of _____, A.D. 20_____.

[Insert Seal]

Notary Public, State of Texas

My Commission expires:



District: _____

County: _____

ROW CSJ No.: _____

Highway: _____

Fed. Proj. No.: _____

Limits: _____

AFFIDAVIT
(Disinterested Party)

Agreement No. _____

STATE OF TEXAS §

COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who after being by me duly sworn upon his/her oath deposes and says as follows:

I, _____, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current residence is [Address #1] [Address #2], [City], Texas;
2. I am familiar with the land that is the subject of this Affidavit because _____ (*reason for knowledge – i.e., county commissioner, agricultural agent*);
3. I have personal knowledge that _____ (“Utility”) has occupied _____ (*description of land*) for a period of _____ years; and
4. The Utility has occupied the land by the placing of _____ (*i.e., electric poles and lines, water lines, etc.*) and said facilities have been present continuously during the period of the Utility’s occupation.

Signature

ACKNOWLEDGMENT

State of Texas

County of _____

Sworn to and subscribed before me this _____ day of _____, A.D. 20_____.

[Insert Seal]

Notary Public, State of Texas

My Commission expires:



District: _____

County: _____

ROW CSJ No.: _____

Highway: _____

Fed. Proj. No.: _____

Limits: _____

AFFIDAVIT

(Property Owner)

Agreement No. _____

STATE OF TEXAS §

COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who after being by me duly sworn upon his/her oath deposes and says as follows:

I, _____, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current residence is [Address #1] [Address #2], [City], Texas;
2. I have lived at the above residence for _____ years, and am familiar with the land that is the subject of this Affidavit;
3. I have personal knowledge that _____ ("Utility") has occupied _____ (*description of land*) for a period of _____ years; and
4. The Utility has occupied the land by the placing of _____ (*i.e., electric poles and lines, water lines, etc.*) and said facilities have been present continuously during the period of the Utility's occupation.

Signature

ACKNOWLEDGMENT

State of Texas

County of _____

Sworn to and subscribed before me this _____ day of _____, A.D. 20_____.

[Insert Seal]

Notary Public, State of Texas

My Commission expires:



Texas Department of Transportation
Form SPD ROW-U-48
Page **1** of **3** REV 04/2015

County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

EXHIBIT C

STATEMENT COVERING CONTRACT WORK



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-No. _____

District: _____

County: _____

ROW CSJ No.: _____

Federal Project No.: _____

Highway No.: _____

I, _____, a duly authorized and qualified representative of _____, 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 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.
- ☐ 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. 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. (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



Texas Department of Transportation

Form SPD ROW-U-48

Page **3** of **3** REV 04/2015

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.

[Signature of Officer/Representative]

Date

[Title of Officer/Representative]



Utility Installation Request

PERMIT NUMBER		
GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD)		
BEGIN	LATITUDE (DD)	LONGITUDE (DD)
END		

To the Texas Transportation Commission

c/o District Engineer, Texas Department of Transportation

Date: _____

_____, Texas

Formal notice is hereby given that _____
proposes to place a _____
line within the right of way of _____, RM _____, Displ. _____, to RM _____, Displ. _____, in _____
County Texas, MNT Sec. No. _____ as follows: (give location, length, general design, etc. Use
additional sheet as needed)

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT at any time, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request (Request). We will give plans to TxDOT for each future proposed modification or expansion to our facility and TxDOT will have 30 days to review and approve the plans prior to commencement of the work. A new Request may be required as a condition of approval. Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions." We will also ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

When installing, modifying or maintaining our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031 (<http://www.statutes.legis.state.tx.us/>). We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title or easement in or upon highway right of way. TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving us at least 30 days written notice. We understand a new Request will be required for the relocation. We will notify TxDOT prior to commencement of any operation which requires pruning of trees so that TxDOT may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and



clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway beautification plantings and by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances. We will make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. We will not open-cut driveways or intersecting roadways without specific written permission from the owner.

Following approval, we will begin construction on or after

Month / Day / Year

We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

Additional Provisions and Requirements (for TxDOT input only)
• General Special Provisions:
<input checked="checked" type="checkbox"/> Are attached.
<input type="checkbox"/> Are not attached.
• As-built Plans/Certifications of Construction:
<input type="checkbox"/> Are required and shall be certified as accurate by an authorized representative of the company.
<input type="checkbox"/> Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.
<input type="checkbox"/> Are not required
<input type="checkbox"/> Certification that utility was installed as approved
• Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:
<input type="checkbox"/> In accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used; or
<input type="checkbox"/> As indicated on the attachment.
TxDOT Representative to be notified 48 hours prior to beginning construction:

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will, at our expense, remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.



REQUESTOR	APPROVED BY TXDOT
Date:	Date:
By:	By: Donald C. Toner, Jr., SR/WA
Signature:	Signature:
Title:	Title: Director, SPD Right of Way
Address:	Address: TxDOT – SPD ROW Office
	125 E 11th Street
	Austin, TX 78701-2483
City State Zip Code	City State Zip Code
()	(512) 531 - 5904
Area Code Telephone Number	Area Code Telephone Number

GENERAL SPECIAL PROVISION

1. Requestor agrees to perform all project coordination, scheduling, notifications, permit requirements and submittals through TxDOT's designated design-build contractor or Developer listed below:

[Insert contractors contact information]



CDA UTILITY ADJUSTMENT CHECKLIST

(To be included with Utility Assembly Submittal)

U-No.: _____

District: _____
Utility Owner: _____
County(ies): _____
CSJ No(s).: R-_____ C-_____
Project Limits: _____ to _____
Federal ROW Project No.: _____
Reimbursement (*check one (1) box*): Actual Cost ☐ Lump Sum ☐ Non-Reimbursable ☐
Alternate Procedure Approval Date: _____

Description of Work (*Approximate from/to stationing and line type*):

Estimated Start Date: _____, 20____

Estimated Completion or Duration: _____, 20____

Estimated Total Adjustment Costs:	<u>\$0.00</u>	
Estimated Betterment (<i>in dollars and calculated %</i>):	<u>\$0.00</u>	<u>0%</u>
Estimated Accrued Depreciation:	<u>\$0.00</u>	
Estimated Salvage:	<u>\$0.00</u>	
Credits and Vouchers:	<u>\$0.00</u>	
Eligibility Ratio (<i>calculated and supported %</i>)	<u>\$0.00</u>	<u>0%</u>

Noteworthy Issues/Items: _____



ASSEMBLY PACKAGE

1. Have the required number of Utility Adjustment Assemblies of which the TxDOT Copy is color coded, been submitted?

Yes ☐

No ☐

N/A ☐

2. Have the following forms been submitted?

PUAA/UAAA:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
UJUA:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Statement - Contract Work:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
U-1 Affidavit:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Quitclaim Deed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
UM/UDC Sign Off:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

3. Are all forms submitted complete and correct for the situation/circumstance of the Utility Adjustment?

Yes ☐

No ☐

N/A ☐

TRANSMITTAL MEMO

4. If the Adjustment has unique characteristics, does the transmittal include explanations and clarifications?

Yes ☐

No ☐

N/A ☐

5. Has a recommendation for approval been stated?

Yes ☐

No ☐

N/A ☐

6. If the Utility Adjustment is in more than one (1) RCSJ (Local Jurisdictional Boundary), have the percentages in each jurisdiction been detailed?

Yes ☐

No ☐

N/A ☐



UTILITY ADJUSTMENT AGREEMENT

7. Have language modifications to the utility agreement been approved by TxDOT?
- Yes ☐ No ☐ N/A ☐
8. Has the Utility consultant-engineering contract been reviewed and approved by the Developer's Utility Manager (UM)?
- Yes ☐ No ☐ N/A ☐

UTILITY ADJUSTMENT PLANS AND SPECIFICATIONS

9. Plans folded so as to fit into 8.5" x 11" file?
- Yes ☐ No ☐ N/A ☐
10. Have the Utility Adjustments been designed for the Proposed Configuration?
- Yes ☐ No ☐ N/A ☐
11. Project or vicinity plan provided?
- Yes ☐ No ☐ N/A ☐
12. Have the plans for the Utility Adjustment been sealed by a Registered Professional Engineer (PE)?
- Yes ☐ No ☐ N/A ☐
13. Has the Utility Owner signed the cover sheet of the plans verifying review and approval, if Developer is responsible for Engineering on either Owner Managed or Developer Managed Agreement?
- Yes ☐ No ☐ N/A ☐
14. Backfill requirements met (item 400 referenced)?
- Yes ☐ No ☐ N/A ☐
15. If excavation is required, do the plans included a note on OSHA trench excavation protection?
- Yes ☐ No ☐ N/A ☐
16. Is a note provided in the plans that the adjustment will conform with the TMUTCD?



- Yes ☐ No ☐ N/A ☐
17. If the adjustment involves a plastic water, sanitary sewer, or gas line, has a metal detection wire been included in the estimate or with detailed in the plans?
- Yes ☐ No ☐ N/A ☐
18. Has Barlow's Formula information been submitted for un-encased high pressure pipelines? (The Barlow's calculation must be provided by the utility owner. The following information is required to complete Barlow's formula. $S = \text{Yield Strength}$, $t = \text{Wall thickness}$, $D = \text{Outside Diameter}$, $F = \text{Design Factor}$. Maximum Operating Pressure must also be given and compared to the pressure calculated with Barlow's. The Barlow calculation must be shown with the submission.)
- Yes ☐ No ☐ N/A ☐
19. If the pipeline is un-encased, is there adequate coating, wrapping and cathodic protection?
- Yes ☐ No ☐ N/A ☐
20. Information on plans sufficient and adequate to:
- Determine necessity and justification of proposed work?
- Yes ☐ No ☐ N/A ☐
- Demonstrate Utility Accommodation Rules compliance?
- Yes ☐ No ☐ N/A ☐
- Indicate highway stationing, existing and proposed ROW, offsets from proposed ROW, existing and proposed grades, and edge of pavement lines?
- Yes ☐ No ☐ N/A ☐
- Provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?
- Yes ☐ No ☐ N/A ☐
21. Is this Utility Adjustment within ROW project limits or directly related to work required within project limits?
- Yes ☐ No ☐ N/A ☐
22. Are any of the proposed utility facilities installed longitudinally within a control of access?
- Yes ☐ No ☐ N/A ☐



COST ESTIMATE

23. Has the Developer's Utility Design Coordinator located on the plans the major items of material listed on the estimate by scaling or stationing?

Yes ☐

No ☐

N/A ☐

24. If the agreed sum method has been marked, has a detailed, itemized estimate and matching plans been provided?

Yes ☐

No ☐

N/A ☐

25. Is the estimate properly and adequately itemized and detailed?

Yes ☐

No ☐

N/A ☐

26. Are overheads and loadings checked for reasonableness?

Yes ☐

No ☐

N/A ☐

27. Replacement utility ROW charges justified and supported?

Yes ☐

No ☐

N/A ☐

28. Eligibility ratio calculated and recommended?

Yes ☐

No ☐

N/A ☐

29. Betterment credit applicable?

Yes ☐

No ☐

N/A ☐

If yes, is credit calculated and applied properly?

Yes ☐

No ☐

N/A ☐

30. Accrued Depreciation credit applicable?

Yes ☐

No ☐

N/A ☐

If yes, is credit calculated and applied properly?



31. Yes ☐ No ☐ N/A ☐
Salvage credit applicable?

Yes ☐ No ☐ N/A ☐

If yes, is credit applied properly?

Yes ☐ No ☐ N/A ☐

32. Estimate extensions checked?

Yes ☐ No ☐ N/A ☐

AFFIDAVIT OF PROPERTY INTEREST

33. Proof of compensable property interest established by utility where applicable?

Yes ☐ No ☐ N/A ☐

If yes, according to the “**Real Property Interest**” paragraph of the PUAA:

Does the estimate detail reimbursement for “New Property” interest?

Yes ☐ No ☐ N/A ☐

Does the estimate detail compensation for relinquishing “Existing Property” interest?

Yes ☐ No ☐ N/A ☐

Did the utility owner provide a letter stating that they will quitclaim their property interest at no costs or an agreed sum if new utility property interests are not being acquired?

Yes ☐ No ☐ N/A ☐

34. Have the parcel ID numbers to be Quitclaimed been identified?

Yes ☐ No ☐ N/A ☐

35. Has the owner provided a signed letter of intent to Quitclaim, and has a copy of the correct Quitclaim Deed(s) been submitted?

Yes ☐ No ☐ N/A ☐



R.O.W. MAPS

36. Approved and current ROW Maps on file with project office?

Yes ☐

No ☐

N/A ☐

37. Have the existing and proposed utility facilities been plotted on the ROW map and attached to this assembly?

Yes ☐

No ☐

N/A ☐

COMMENTS: _____

Prepared by:

Utility Design Coordinator

Date

Recommended for
Approval by:

Quality Control

Date

Approved by:

Utility Manager

Date



County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

**PROJECT UTILITY ADJUSTMENT AGREEMENT
(DB Contractor-Managed)**

Agreement No.: _____ -U- _____

THIS AGREEMENT, by and between [DB Contractor], hereinafter identified as the “**DB Contractor**” and [Utility Owner], hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “TxDOT”, is authorized to design, construct, operate, maintain, and improve projects as part of the state highway system throughout the State of Texas, all in conformance with the applicable provisions of Chapters 201, 203, 222, 223, 224 and 228 of the Texas Transportation Code, as amended; and

WHEREAS, the TxDOT proposes to construct a project identified as [Project Name] (the “Project”) and classified as either Interstate, Toll or Traditional (meaning eligibility based on existing compensable interest in the land occupied by the facility to be relocated within the proposed highway right of way limits) as indicated below (*check one (1) box*). Reimbursement will be authorized by the type of project selected below in conformance with §203.092 of the Transportation Code,

- ☐ Interstate
- ☐ Toll
- ☐ Traditional

; and

WHEREAS, pursuant to that certain Comprehensive Development Agreement (the “CDA”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, finance, operate and maintain the Project and adhere to all requirements in the CDA; and

WHEREAS, the DB Contractor’s duties pursuant to the CDA include causing the relocation, removal or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”), subject to the provisions herein; and

WHEREAS, the Project may receive Federal funding, financing and/or credit assistance; and



WHEREAS, the DB Contractor has notified the Owner that certain of its facilities and appurtenances (the “Owner Utilities”) are in locational conflict with the Project (and/or with the Ultimate Configuration of the Project), and the Owner has requested that the DB Contractor undertake the Adjustment of the Owner Utilities as necessary to accommodate the Project (and the Ultimate Configuration) and the Owner agrees that the “Project” will be constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement); and

WHEREAS, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., “adjust 12” waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*:

____; and

WHEREAS, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

WHEREAS, the DB Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DB Contractor and the Owner agree as follows:

1. **Preparation of Plans.** *[Check one (1) box that applies:]*

- ☐ The DB Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the “Plans”), for the proposed Adjustment of the Owner Utilities. The DB Contractor represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation (“TxDOT”), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the “UAR”). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves and confirms that the Plans are in compliance with the “standards” described in Paragraph 3(a)(4).
- ☐ The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the “Plans”), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation (“TxDOT”), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the “UAR”). By its execution of this Agreement, the DB Contractor and the Owner hereby approve the Plans. The Owner also has provided to the DB Contractor a Utility plan view map illustrating the location of existing and proposed Utility facilities on the DB Contractor’s right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows *[check one (1) box that applies]*:



- ☐ The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.
- ☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

- (a) Upon execution of this Agreement by the DB Contractor and the Owner, the DB Contractor will submit this Agreement, together with the attached Plans, to TxDOT for its review and approval as part of a package referred to as a "Utility Assembly". The parties agree to cooperate in good faith to modify this Agreement and/or the Plans, as necessary and mutually acceptable to all parties, to respond to any comments made by TxDOT thereon. Without limiting the generality of the foregoing:
 - (1) The Owner agrees to respond (with comment and/or acceptance) to any modified Plans and/or Agreement prepared by the DB Contractor in response to TxDOT comments within **14 Business Days** after receipt of such modifications; and
 - (2) If the Owner originally prepared the Plans, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the DB Contractor for its comment and/or approval (and re-submittal to TxDOT for its comment and/or approval) within **14 Business Days** after receipt of TxDOT's comments.

The Owner's failure to timely respond to any modified Plans submitted by the DB Contractor pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the DB Contractor shall have the right to modify the Plans for the Owner's approval as if the DB Contractor had originally prepared the Plans. The process set forth in this paragraph will be repeated until the Owner, the DB Contractor and TxDOT have all approved this Agreement and the Plans.

- (b) The parties hereto acknowledge and agree that TxDOT's review, comments and approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the State Highway right of way (the "ROW"), subject to the DB Contractor and the Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner Utilities or components for their quality or adequacy to provide the intended Utility service.



3. **Design and Construction Standards.**

- (a) All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:
 - (1) All applicable local and State Laws, regulations, decrees, ordinances and policies, including the UAR, the *Utility Manual* issued by TxDOT (to the extent its requirements are mandatory for the Utility Adjustment necessitated by the Project, as communicated to the Owner by the DB Contractor or TxDOT), the requirements of the CDA, and the policies of TxDOT;
 - (2) All Federal Laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation, 23 CFR 645 Subpart A and B; and the Buy America provisions of 23 U.S.C. §313 and 23 CFR 635.410. The Utility Owner shall supply, upon request by the DB Contractor or TxDOT, proof of compliance with the aforementioned Laws, rules and regulations prior to the commencement of construction;
 - (3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
 - (4) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to Utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the DB Contractor in writing; and
 - (5) Owner agrees that all service matters must be placed outside of the State ROW.
- (b) Such design and construction also shall be consistent and compatible with:
 - (1) The DB Contractor's current design and construction of the Project;
 - (2) The Ultimate Configuration for the Project; and
 - (3) Any other Utilities being installed in the same vicinity.

The Owner acknowledges receipt of Project plans and Ultimate Configuration documents from the DB Contractor as necessary to comply with the foregoing. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

- (c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all Utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically



identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the DB Contractor shall not pay for the assessment and remediation or other corrective action relating to soil and ground water contamination caused by the Utility facility prior to the removal.

4. **Responsibility for Costs of Adjustment Work.** With the exception of any Betterment (hereinafter defined), the parties shall allocate the cost of any Adjustment between themselves as identified in Exhibit A and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A.

5. **Construction by the DB Contractor.**

- (a) The Owner hereby requests that the DB Contractor perform the construction necessary to adjust the Owner Utilities and the DB Contractor hereby agrees to perform such construction. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 16).
- (b) The DB Contractor shall retain such contractor or contractors as are necessary to adjust the Owner Utilities.
- (c) The DB Contractor shall obtain all permits necessary for the construction to be performed by the DB Contractor hereunder, and the Owner shall cooperate in that process as needed.

6. **Reimbursement of Owner's Indirect Costs.**

- (a) DB Contractor agrees to reimburse the Owner its share, if applicable, of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one (1) box*]:

☐

(1) Actual related indirect costs accumulated in accordance with:

- (i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body, or
- (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations

(either (i) or (ii) referred to as "**Actual Cost**"), OR



☐ (2) The agreed sum of \$_____ (“**Agreed Sum**”) as supported by the analysis of the Owner’s estimated costs attached hereto as part of Exhibit A.

(c) All indirect costs charged to the DB Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner’s expense. The DB Contractor’s performance of the Adjustment work hereunder and payment of the DB Contractor’s share of the Owner’s costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in adjusting the Owner Utilities (including without limitation, costs of relinquishing and/or acquiring right of way).

7. **Advancement of Funds by Owner for Construction Costs.**

(a) Advancement of Owner’s share, if any, of estimated costs, Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner’s and DB Contractor’s respective shares of the estimated costs. The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by the DB Contractor, in accordance with the following terms:

☐ The Adjustment of the Owner’s Utilities does not require advancement of funds.

☐ The Adjustment of the Owner’s Utilities does require advancement of funds and the terms agreed to between the DB Contractor and the Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner]

(b) Adjustment Based on Actual Costs or Agreed Sum

[Check the one (1) appropriate provision, if advancement of funds is required]:

☐ The Owner is responsible for its share of the DB Contractor’s actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) *plus* the actual cost of Owner’s share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Agreement. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.



8. **Invoices.** On invoices prepared by either the Owner or the DB Contractor, all costs developed using the “**Actual Cost**” method described in Paragraph 6(b)(1) shall be itemized in a format allowing for comparisons to the approved estimates, including listing each of the services performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with (i) such supporting information to substantiate all invoices as reasonably requested, and (ii) such waivers and releases of liens as the other party may reasonably require, shall be submitted to the other party at the address for notices stated in Paragraph 21, unless otherwise directed pursuant to Paragraph 22.

The Owner and the DB Contractor shall make commercially reasonable efforts to submit final invoices no later than 120 days after completion of work. The Owner and the DB Contractor hereby acknowledge and agree that any costs submitted to the other party within 12 months following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived.

9. **Betterment and Salvage.**

- (a) For purposes of this Agreement, the term “Betterment” means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility; *provided, however*, that the following are not considered Betterments:

- (1) Any upgrading which is required for accommodation of the Project;
- (2) Replacement devices or materials that are of equivalent standards although not identical;
- (3) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
- (4) Any upgrading required by applicable Laws, regulations or ordinances;
- (5) Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items that may be uneconomical to purchase); or
- (6) Any upgrading required by the Owner’s written “standards” meeting the requirements of Paragraph 3(a)(4) and deemed to be of direct benefit to the Project.

[Include the following for fiber optic Owner Utilities only:] Extension of an adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

- (b) It is understood and agreed that the DB Contractor shall not pay for any Betterments and that the Owner shall be solely responsible therefor. No Betterment may be performed hereunder which is incompatible with the Project or the Ultimate Configuration or which



cannot be performed within the other constraints of applicable Law, any applicable governmental approvals, including without limitation the scheduling requirements thereunder.

Accordingly, the parties agree as follows [check the one (1) box that applies, and complete if appropriate]:

- ☐ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.
- ☐ The Adjustment of the Owner Utilities pursuant to the Plans includes a Betterment to the Owner Utilities by reason of [Insert explanation, e.g. "replacing 12" pipe with 24" pipe]: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor's work hereunder which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 Business Days** prior to the date scheduled for commencement of construction for Adjustment of the Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to advance payment to the DB Contractor **14 Business Days** prior to commencement of the Adjustment construction, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. [If Paragraph 9(b) identifies Betterment, check the one (1) appropriate provision]:

- ☐ The estimated cost stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- ☐ The Owner is responsible for the DB Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **60 calendar days** after the Owner's receipt of the DB Contractor's invoice therefor, together with supporting documentation; any refund shall be due within **60 calendar days** after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the



Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the DB Contractor pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.

- (d) If Paragraph 9(b) identifies Betterment, the amount allocable to Betterment in the Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b) to the Owner's indirect costs. The Owner's invoice to the DB Contractor for the DB Contractor's share of the Owner's indirect costs, shall credit the DB Contractor with any Betterment amount determined pursuant to this Paragraph 9(d).
 - (e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the Owner's invoice to the DB Contractor for its costs shall credit the DB Contractor with the salvage value for such materials and/or parts.
 - (f) The determinations and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15.
10. **Management of the Adjustment Work.** The DB Contractor will provide project management during the Adjustment of the Owner Utilities.
11. **Utility Investigations.** At the DB Contractor's request, the Owner shall assist the DB Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by the Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted Utilities owned or operated by the Utility Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such Utilities horizontally on the ground in advance of Project construction in the immediate area of such Utilities.
12. **Inspection and Acceptance by the Owner.**
- (a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by Owner. Further, upon request by the DB Contractor or its Subcontractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual 40 hour work week and at such other times as reasonably required. The Owner agrees to promptly notify the DB Contractor of any concerns resulting from any such inspection.
 - (b) The Owner shall perform a final inspection of the adjusted Owner Utilities, including conducting any tests as are necessary or appropriate, within **five (5) Business Days** after completion of construction hereunder. The Owner shall accept such construction if it is consistent with the performance standards described in Paragraph 3, by giving written notice of such acceptance to the DB Contractor within said **five (5) day** period. If the Owner does not accept the construction, then the Owner shall, not later than the



expiration of said **five (5) day** period, notify the DB Contractor in writing of its grounds for non-acceptance and suggestions for correcting the problem, and if the suggested corrections are justified, the DB Contractor will comply. The Owner shall re-inspect any revised construction (and retest if appropriate) and give notice of acceptance, no later than **five (5) Business Days** after completion of corrective work. The Owner's failure to inspect and to give any required notice of acceptance or non-acceptance within the specified time period shall be deemed accepted.

- (c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.
13. **Design Changes.** The DB Contractor will be responsible for additional Adjustment design and construction costs necessitated by design changes to the Project, upon the terms specified herein.
14. **Field Modifications.** The DB Contractor shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities.
15. **Real Property Interests.**
- (a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the DB Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT's approval as part of its review of the DB Contractor Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as "**Existing Utility Property Interests**".
 - (b) If acquisition of any new easement or other interest in real property ("**Replacement Utility Property Interest**") is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the DB Contractor's Project schedules. The DB Contractor shall be responsible for its share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such Replacement Utility Property Interest (including without limitation the Owner's reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); *provided, however*, that all acquisition costs shall be subject to the DB Contractor's prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner's estimates and invoices. Any such Replacement Utility Property Interest shall have a written valuation and shall be acquired in accordance with applicable Law.
 - (c) The DB Contractor shall pay its share only for a replacement in kind of an Existing Utility Property Interest (e.g., in width and type), unless a Replacement Utility Property Interest exceeding such standard:



- (1) Is required in order to accommodate the Project or by compliance with applicable Law; or
- (2) Is called for by the DB Contractor in the interest of overall Project economy.

Any Replacement Utility Property Interest which is not the DB Contractor's responsibility pursuant to the preceding sentence shall be considered Betterment to the extent that it upgrades the Existing Utility Property Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Utility Property Interest. Betterment costs shall be solely the Owner's responsibility.

- (d) For each Existing Utility Property Interest located within the Project right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Utility Property Interest to TxDOT, unless the affected Owner Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. If the Owner's facilities are remaining within the existing property interest, a Utility Joint Use Acknowledgement will be required. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Utility Property Interest relinquished by the Owner, the DB Contractor shall do one (1) of the following to compensate the Owner for such Existing Utility Property Interest, as appropriate:
 - (1) If the Owner acquires a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall reimburse the Owner for the DB Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or
 - (2) If the Owner does not acquire a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall compensate the Owner for the DB Contractor's share of the market value of such relinquished Existing Utility Property Interest, as mutually agreed between the Owner and the DB Contractor and supported by a written valuation.

The compensation, if any, provided to the Owner pursuant to either subparagraph (i) or (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and not further compensation shall be due to the Owner from the DB Contractor or TxDOT on account of such Existing Utility Property Interest or Replacement Utility Property Interest.

- (e) All Utility Joint Use Acknowledgments (UJUA) or Utility Installation Requests, Form 1082 shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2. A Utility Joint Use Acknowledgment is required where an Existing Utility Property Interest exists and the existing or proposed Utility will remain or be adjusted within the boundaries of the Existing Utility Property Interest. All other accommodations not located on Existing Utility Property Interests will require a Utility Installation Request, Form 1082.



16. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below:
- (a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment (“UAAA”) in the form of Exhibit B hereto (SPD ROW-U-UAAA-DM). The UAAA form can be used for a new scope of work with concurrence of the DB Contractor and TxDOT as long as the design and construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.
 - (b) For purposes of this Paragraph 16(b), “**Utility Adjustment Field Modification**” shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 inch water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the DB Contractor and the Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added Utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14.
 - (c) This Agreement does not alter and shall not be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the DB Contractor and TxDOT to design and construct the Project, including the Adjustment.
17. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.
18. **Assignment; Binding Effect; TxDOT as Third-Party Beneficiary.** Neither the Owner nor the DB Contractor may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party and of TxDOT, which consent may not be unreasonably withheld or delayed; *provided, however*, that the DB Contractor may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity engaged by TxDOT to fulfill the DB Contractor’s obligations, at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the DB Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; *provided, however*, that the Owner and the DB Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.



19. **Breach by the Parties.**

- (a) If the Owner claims that the DB Contractor has breached any of its obligations under this Agreement, the Owner will notify the DB Contractor and TxDOT in writing of such breach, and the DB Contractor shall have **30 days** following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; *provided, however*, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the DB Contractor. Without limiting the generality of the foregoing:
 - (1) TxDOT shall have no liability to the Owner for any act or omission committed by the DB Contractor in connection with this Agreement, including without limitation any claimed defect in any design or construction work supplied by the DB Contractor or by its Subcontractors; and
 - (2) In no event shall TxDOT be responsible for any repairs or maintenance to the Owner Utilities adjusted pursuant to this Agreement.
- (b) If the DB Contractor claims that the Owner has breached any of its obligations under this Agreement, the DB Contractor will notify the Owner and TxDOT in writing of such breach, and the Owner shall have **30 days** following receipt of such notice in which to cure such breach, before the DB Contractor may invoke any remedies which may be available to it as a result of such breach.

20. **Traffic Control.** The DB Contractor shall provide traffic control or shall reimburse the Owner for the DB Contractor's share (if any, as specified in Paragraph 4) of the costs for traffic control made necessary by the Adjustment work performed by either the DB Contractor or the Owner pursuant to this Agreement, in compliance with the requirements of the Texas *Manual on Uniform Traffic Control Devices*. Betterment percentages calculated in Paragraph 9 shall also apply to traffic control costs.

21. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

Owner: _____ Address Line #1 _____
 Address Line #2 _____
 City, State Zip _____
 Phone: (_____) _____ - _____
 Fax: (_____) _____ - _____

DB Contractor: Address Line #1
Address Line #2
City, State Zip
Phone: () -
Fax: () -

A party sending notice of default of this Agreement to another party shall also send a copy of such notice to TxDOT and the CDA Utility Manager at the following addresses:

TxDOT: Texas Department of Transportation
Attention: Strategic Projects Division – ROW Office
125 E 11th Street
Austin, TX 78701-2483

TxDOT CDA Utility Manager: [Insert project address and contact]

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

22. **Approvals.** Any acceptance, approval, or any other like action (collectively “**Approval**”) required or permitted to be given by the DB Contractor, the Owner or TxDOT pursuant to this Agreement:
- (a) Must be in writing to be effective (except if deemed granted pursuant hereto);
 - (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding



such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

- (c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then **14 calendar days**), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 21.

23. **Time.**

- (a) Time is of the essence in the performance of this Agreement.
- (b) All references to “days” herein shall be construed to refer to calendar days, unless otherwise stated.
- (c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence (“**Force Majeure**”), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.

24. **Continuing Performance.** In the event of a dispute, the Owner and the DB Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.

25. **Equitable Relief.** The DB Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties’ remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, the parties hereto (and TxDOT as well, as a third-party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; *provided, however*, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.

26. **Authority.** The Owner and the DB Contractor each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.



27. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the DB Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the DB Contractor agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the DB Contractor's current and future construction schedules for the Project.
28. **Termination.** If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the DB Contractor shall notify the Owner in writing and the DB Contractor reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.
29. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.
30. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the Laws of the State of Texas, without regard to the Conflict of Laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of _____ County, Texas [or the United States District Court for the Western District of Texas (Austin)].
31. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the DB Contractor be considered as or represent itself to be an agent of the other.
32. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise) for any punitive, exemplary, special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of use, claims of customers, or loss of business opportunity.
33. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.
34. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
35. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or DB Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative below.



APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: Donald C. Toner, Jr., SR/WA
[Printed Name]

By: _____
Authorized Signature

Director of SPD Right of Way
Strategic Projects Division

Date: _____

OWNER

By: _____
[Print Owner Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____



County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

**PROJECT UTILITY ADJUSTMENT AGREEMENT
(Owner-Managed)**

Agreement No.: _____ -U- _____

THIS AGREEMENT, by and between [DB Contractor], hereinafter identified as the "**DB Contractor**" and [Utility Owner], hereinafter identified as the "**Owner**", is as follows:

WITNESSETH

WHEREAS, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", is authorized to design, construct, operate, maintain, and improve projects as part of the state highway system throughout the State of Texas, all in conformance with the applicable provisions of Chapters 201, 203, 222, 223, 224 and 228 of the Texas Transportation Code, as amended; and

WHEREAS, TxDOT proposes to construct a project identified as the [Project Name] (the "Project") and classified as either Interstate, Toll or Traditional (meaning eligibility based on existing compensable interest in the land occupied by the facility to be relocated within the proposed highway right of way limits) as indicated below (*check one (1) box*). Reimbursement will be authorized by the type of project selected below in conformance with Transportation Code 203.092,

- ☐ Interstate
- ☐ Toll
- ☐ Traditional

;and

WHEREAS, pursuant to that certain Comprehensive Development Agreement (the "CDA") by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, finance, operate and maintain the Project and adhere to all requirements in the CDA; and

WHEREAS, the DB Contractor's duties pursuant to the CDA include causing the relocation, removal, or other necessary adjustment of existing Utilities impacted by the Project (collectively, "Adjustment"), subject to the provisions herein; and

WHEREAS, the Project may receive Federal funding, financing and/or credit assistance; and



WHEREAS, the DB Contractor has notified the Owner that certain of its facilities and appurtenances (the "Owner Utilities") are in locational conflict with the Project (and/or the Ultimate Configuration of the Project), and the Owner has decided to undertake the Adjustment of the Owner Utilities and agrees that the "Project" will be constructed in accordance with §203.092 of the Texas Transportation Code, as amended, and 23 CFR 645 Subpart A (Utility Relocations, Adjustments and Reimbursement); and

WHEREAS, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00")]*:

_____; and

WHEREAS, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

WHEREAS, the DB Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DB Contractor and the Owner agree as follows:

1. **Preparation of Plans.** *[Check one (1) box that applies:]*

- ☐ The DB Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The DB Contractor represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), set forth in 43 Texas Administrative Code, Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves and confirms that the Plans are in compliance with the "standards" described in Paragraph 3(a)(4).
- ☐ The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), as set forth in 43 Texas Administrative Code Part 1, Chapter 21, Subchapter C, *et seq.* (the "UAR"). By its execution of this Agreement, the DB Contractor and the Owner hereby approve the Plans. The Owner also has provided to the DB Contractor a Utility plan view map illustrating the location of existing and proposed Utility facilities on the DB Contractor's right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows *[check one (1) box that applies]*:



- ☐ The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.
- ☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

- (a) Upon execution of this Agreement by the DB Contractor and the Owner, the DB Contractor will submit this Agreement, together with the attached Plans, to TxDOT for its review and approval as part of a package referred to as a "Utility Assembly". The parties agree to cooperate in good faith to modify this Agreement and/or the Plans, as necessary and mutually acceptable to all parties, to respond to any comments made by TxDOT thereon. Without limiting the generality of the foregoing:
 - (1) The Owner agrees to respond (with comment and/or acceptance) to any modified Plans and/or Agreement prepared by the DB Contractor in response to TxDOT comments within **14 business days** after receipt of such modifications; and
 - (2) If the Owner originally prepared the Plans, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the DB Contractor for its comment and/or approval (and resubmit to TxDOT for its comment and/or approval) within **14 business days** after receipt of TxDOT's comments.

The Owner's failure to timely respond to any modified Plans submitted by the DB Contractor pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the DB Contractor shall have the right to modify the Plans for the Owner's approval as if the DB Contractor had originally prepared the Plans. The DB Contractor shall be responsible for providing Plans to and obtaining comments on and approval of the Plans from the DB Contractor. The process set forth in this paragraph will be repeated until the Owner, the DB Contractor and TxDOT have all approved this Agreement and the Plans.

- (b) The parties hereto acknowledge and agree that TxDOT's review, comments, and/or approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the State Highway right of way (the "ROW"), subject to the DB Contractor and Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner facilities or components for their quality or adequacy to provide the intended Utility service.



3. **Design and Construction Standards.**

- (a) All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:
 - (1) All applicable local and State Laws, regulations, decrees, ordinances and policies, including the UAR, the Utility Manual issued by TxDOT (to the extent its requirements are mandatory for the Utility Adjustment necessitated by the Project, communicated to the Owner by the DB Contractor or TxDOT), the requirements of the CDA, and the policies of TxDOT;
 - (2) All Federal Laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation 23 CFR 645 Subparts A and B and the Buy America provisions of 23 U.S.C § 313 and 23 CFR 635.410. The Utility Owner shall supply, upon request by the DB Contractor or TxDOT, proof of compliance with the aforementioned Laws, rules and regulations prior to the commencement of construction;
 - (3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
 - (4) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the DB Contractor in writing; and
 - (5) Owner agrees that all service meters must be placed outside of the State ROW.
- (b) Such design and construction also shall be consistent and compatible with:
 - (1) The DB Contractor's current design and construction of the Project;
 - (2) The Ultimate Configuration for the Project; and
 - (3) Any other utilities being installed in the same vicinity.

The Owner acknowledges receipt from the DB Contractor of Project plans and Ultimate Configuration documents as necessary to comply with the foregoing. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

- (c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all Utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age, and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the DB Contractor shall not pay for the assessment and



remediation or other corrective action relating to soil and ground water contamination caused by the utility facility prior to the removal.

4. **Construction by the Owner; Scheduling.**

- (a) The Owner hereby agrees to perform the construction necessary to adjust the Owner Utilities. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 17). The Owner agrees that during the Adjustment of the Owner Utilities, the Owner and its contractors will coordinate their work with the DB Contractor so as not to interfere with the performance of work on the Project by the DB Contractor or by any other party. "Interfere" means any action or inaction that interrupts, interferes, delays or damages Project work.
- (b) The Owner may utilize its own employees or may retain such contractor or contractors as are necessary to adjust the Owner Utilities, through the procedures set forth in Form "Statement Covering Contract Work" attached hereto as Exhibit C. If the Owner utilizes its own employees for the Construction work portion of the Adjustment of Owner Utilities, this form is not required.
- (c) The Owner shall obtain all permits necessary for the construction to be performed by the Owner hereunder, and the DB Contractor shall cooperate in that process as needed. The Owner shall submit a traffic control plan to the DB Contractor as required for Adjustment work to be performed on existing road rights of way.
- (d) The Owner shall commence its construction for Adjustment of each Owner Utility hereunder promptly after (i) receiving written notice to proceed therewith from the DB Contractor, and (ii) any Project right of way necessary for such Adjustment has been acquired either by DB Contractor (for adjusted facilities to be located within the Project right of way) or by the Owner (for adjusted facilities to be located outside of the Project right of way), or a right-of-entry permitting Owner's construction has been obtained from the landowner by the DB Contractor or by the Owner with the DB Contractor's prior approval. The Owner shall notify the DB Contractor at least 72 hours prior to commencing construction for the Adjustment of each Owner Utility hereunder.
- (e) The Owner shall expeditiously stake the survey of the proposed locations of the Owner Utilities being adjusted, on the basis of the final approved Plans. The DB Contractor shall verify that the Owner's Utilities, whether moving to a new location or remaining in place, clear the planned construction of the Project as staked in the field as well as the Ultimate Configuration.
- (f) The Owner shall complete all of the Utility reconstruction and relocation work, including final testing and acceptance thereof [*check one (1) box that applies*]:
 - ☐ On or before **[Month] [Day], 20[15]**.
 - ☐ A duration not to exceed _____ calendar days upon notice to proceed by the DB Contractor.



- (g) The amount of reimbursement due to the Owner pursuant to this Agreement for the affected Adjustment(s) shall be reduced by 10% for each 30-day period (and by a pro rata amount of said 10% for any portion of a 30-day period) by which the final completion and acceptance date for the affected Adjustment(s) exceeds the applicable deadline. The provisions of this Paragraph 4(g) shall not limit any other remedy available to the DB Contractor at Law or in equity as a result of the Owner's failure to meet any deadline hereunder.

The above reduction applies except to the extent due to:

- (1) Force Majeure as described in Paragraph 24(c);
- (2) Any act or omission of the DB Contractor, if the Owner fails to meet any deadline established pursuant to Paragraph 4(f); or
- (3) If the DB Contractor and/or TxDOT determine, in their sole discretion, that a delay in the relocation work is the result of circumstances beyond the control of the Owner or Owner's contractor and the DB Contractor will not reduce the reimbursement.

5. **Costs of the Work.**

- (a) The Owner's costs for Adjustment of each Owner Utility shall be derived from:
- (1) The accumulated total of costs incurred by the Owner for design and construction of such Adjustment, *plus*
 - (2) The Owner's other related costs to the extent permitted pursuant to Paragraph 5(b) (including without limitation the eligible engineering costs incurred by the Owner for design prior to execution of this Agreement), *plus*
 - (3) The Owner's right of way acquisition costs, if any, which are reimbursable pursuant to Paragraph 16.
- (b) The Owner's costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one (1) box*]:
- ☐ (1) Actual costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body ("**Actual Cost**");
- ☐ (2) Actual costs accumulated in accordance with an established accounting procedure developed by the Owner and which the Owner uses in its regular operations ("**Actual Cost**"); or
- ☐ (3) The agreed sum of \$_____ ("**Agreed Sum**"), as supported by the analysis of estimated costs attached hereto as part of Exhibit A.



6. **Responsibility for Costs of Adjustment Work.** The Agreed Sum or Actual Cost, as applicable, of all work to be performed pursuant to this Agreement shall be allocated between the DB Contractor and the Owner as identified in Exhibit A and in accordance with § 203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; *provided, however*, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 10. All costs charged to the DB Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner's expense. Payment of the costs allocated to the DB Contractor pursuant to this Agreement (if any) shall be full compensation to the Owner for all costs incurred by the Owner in Adjusting the Owner Utilities (including without limitation costs of relinquishing and/or acquiring right of way).
7. **Billing, Payment, Records and Audits: Actual Cost Method.** The following provisions apply if the Owner's costs are developed under procedure (1) or (2) described in Paragraph 5(b):
 - (a) After (i) completion of all Adjustment work to be performed pursuant to this Agreement, (ii) the DB Contractor's final inspection of the Adjustment work by Owner hereunder (and resolution of any deficiencies found), and (iii) receipt of an invoice complying with the applicable requirements of Paragraph 9, the DB Contractor shall pay to the Owner an amount equal to 90% of the DB Contractor's share of the Owner's costs as shown in such final invoice (less amounts previously paid, and applicable credits). After completion of the DB Contractor's audit referenced in Paragraph 7(c) and the parties' mutual determination of any necessary adjustment to the final invoice resulting therefrom, the DB Contractor shall make any final payment due so that total payments will equal the total amount of the DB Contractor's share reflected on such final invoice (as adjusted, if applicable).
 - (b) When requested by the Owner and properly invoiced in accordance with Paragraph 9, the DB Contractor shall make intermediate payments to the Owner based upon the progress of the work completed at not more than monthly intervals, and such payments shall not exceed 90% of the DB Contractor's share of the Owner's eligible costs as shown in each such invoice (less applicable credits). Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
 - (c) The Owner shall maintain complete and accurate cost records for all work performed pursuant to this Agreement. The Owner shall maintain such records for four (4) years after receipt of final payment hereunder. The DB Contractor and their respective representatives shall be allowed to audit such records during the Owner's regular business hours. Unsupported charges will not be considered eligible for reimbursement. The parties shall mutually agree upon (and shall promptly implement by payment or refund, as applicable) any financial adjustment found necessary by the DB Contractor's audit. TxDOT, the Federal Highway Administration (FHWA), and their respective representatives also shall be allowed to audit such records upon reasonable notice to the Owner, during the Owner's regular business hours.



8. **Billing and Payment: Agreed Sum Method.** If the Owner's costs are developed under procedure (3) described in Paragraph 5(b), then the DB Contractor shall pay its share of the Agreed Sum to the Owner after completion of:
- (a) All Adjustment work to be performed pursuant to this Agreement;
 - (b) The DB Contractor's final inspection of the Adjustment work by Owner hereunder (and resolution of any deficiencies found); and
 - (c) The receipt of an invoice complying with the applicable requirements of Paragraph 9.
9. **Invoices.** If the Owner's costs are developed under procedure (1) or (2) described in Paragraph 5(b), then Owner shall list each of the services performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice shall be submitted to the DB Contractor at the address for notices stated in Paragraph 22, unless otherwise directed by the DB Contractor pursuant to Paragraph 23, together with:
- (a) Such supporting information to substantiate all invoices as reasonably requested by the DB Contractor; and
 - (b) Such waivers or releases of liens as the DB Contractor may reasonably require.

The Owner shall make commercially reasonable efforts to submit final invoices not later than 120 days after completion of work. Final invoices shall include any necessary quitclaim deeds pursuant to Paragraph 16, and all applicable record drawings accurately representing the Adjustment as installed. The Owner hereby acknowledges and agrees that any right it may have for reimbursement of any of its costs not submitted to the DB Contractor within 12 months following completion of all Adjustment work to be performed by both parties pursuant to this Agreement shall be deemed to have been abandoned and waived. Invoices shall clearly delineate total costs and those costs that are reimbursable pursuant to the terms of this Agreement.

10. **Betterment.**
- (a) For purposes of this Agreement, the term "Betterment" means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility facility or an expansion of the existing Utility facility; provided, however, that the following are not considered Betterments:
 - (1) Any upgrading which is required for accommodation of the Project;
 - (2) Replacement devices or materials that are of equivalent standards although not identical;
 - (3) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
 - (4) Any upgrading required by applicable Laws, regulations or ordinances;



- (5) Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); or
- (6) Any upgrading required by the Owner's written "standards" meeting the requirements of Paragraph 3(a)(4) and deemed to be of direct benefit to the Project.

[Include the following for fiber optic Owner Utilities only:] Extension of an Adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

- (b) It is understood and agreed that the DB Contractor will not pay for any Betterments and that the Owner shall not be entitled to payment therefor. No Betterment may be performed in connection with the Adjustment of the Owner Utilities which is incompatible with the Project or the Ultimate Configuration or which cannot be performed within the other constraints of applicable Law and any applicable governmental approvals, including without limitation the scheduling requirements thereunder. Accordingly, the parties agree as follows *[check the one (1) box that applies and complete if appropriate]*:

☐ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.

☐ The Adjustment of the Owner Utilities pursuant to the Plans includes Betterment to the Owner Utilities by reason of *[insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____. The Owner has provided to the DB Contractor comparative estimates for (i) all costs for work to be performed by the Owner pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the DB Contractor. The estimated amount of the Owner's costs for work hereunder which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the Owner's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder shall be *divided* by (i).

- (c) If Paragraph 10(b) identifies Betterment, then the following shall apply:

- (1) If the Owner's costs are developed under procedure (3) described in Paragraph 5(b), then the Agreed Sum stated in that Paragraph includes any credits due to the DB Contractor on account of the identified Betterment, and no further adjustment shall be made on account of same.
- (2) If the Owner's costs are developed under procedure (1) or (2) described in Paragraph 5(b), the parties agree as follows *[If Paragraph 10(b) identifies Betterment and the Owner's costs are developed under procedure (1) or (2), check the one (1) appropriate provision]*:

☐ The estimated cost stated in Paragraph 10(b) is the agreed and final amount due for Betterment hereunder. Accordingly, each intermediate invoice submitted pursuant to Paragraph 7(b) shall include a credit for an



appropriate percentage of the agreed Betterment amount, proportionate to the percentage of completion reflected in such invoice. The final invoice submitted pursuant to Paragraph 7(a) shall reflect the full amount of the agreed Betterment credit. For each invoice described in this paragraph, the credit for Betterment shall be applied before calculating the DB Contractor's share (pursuant to Paragraph 6) of the cost of the Adjustment work. No other adjustment (either up or down) shall be made based on actual Betterment costs.

- ☐ The Owner is responsible for the actual cost of the identified Betterment, determined by *multiplying* (a) the Betterment percentage stated in Paragraph 10(b), by (b) the actual cost of all work performed by the Owner pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the Owner to the DB Contractor. Accordingly, each invoice submitted pursuant to either Paragraph 7(a) or Paragraph 7(b) shall credit the DB Contractor with an amount calculated by *multiplying* (x) the Betterment percentage stated in Paragraph 10(b), by (y) the amount billed on such invoice.

- (d) The determinations and calculations of Betterment described in this Paragraph 10 shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 16.
11. **Salvage.** For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the DB Contractor is entitled to a credit for the salvage value of such materials and/or parts. If the Owner's costs are developed under procedure (1) or (2) described in Paragraph 5(b), then the final invoice submitted pursuant to Paragraph 7(a) shall credit the DB Contractor with the full salvage value. If the Owner's costs are developed under procedure (3) described in Paragraph 5(b), then the Agreed Sum includes any credit due to the DB Contractor on account of salvage.
12. **Utility Investigations.** At the DB Contractor's request, the Owner shall assist the DB Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted Utilities owned or operated by the Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such Utilities horizontally on the ground in advance of Project construction in the immediate area of such Utilities.
13. **Inspection and Ownership of Owner Utilities.**
- (a) The DB Contractor shall have the right, at its own expense, to inspect the Adjustment work performed by the Owner or its contractors, during and upon completion of construction. All inspections of work shall be completed and any comment provided within **five (5) business days** after request for inspection is received.
- (b) The Owner shall accept full responsibility for all future repairs and maintenance of said Owner Utilities. In no event shall the DB Contractor or TxDOT become responsible for making any repairs or maintenance, or for discharging the cost of same. The provisions of this Paragraph 13(b) shall not limit any rights which the Owner may have against the DB



Contractor if either party respectively damages any Owner Utility as a result of its respective Project activities.

14. **Design Changes.** The DB Contractor will be responsible for additional Adjustment design and responsible for additional construction costs necessitated by design changes to the Project made after approval of the Plans, upon the terms specified herein.
15. **Field Modifications.** The Owner shall provide the DB Contractor with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes as described in Paragraph 17(b), occurring in the Adjustment of the Owner Utilities.
16. **Real Property Interests.**
 - (a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the DB Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT's approval as part of its review of the DB Contractor's Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as "**Existing Utility Property Interests**".
 - (b) If acquisition of any new easement or other interest in real property ("**Replacement Utility Property Interest**") is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the DB Contractor's Project schedules. The DB Contractor shall be responsible for its share (if any, as specified in Paragraph 6) of the actual and reasonable acquisition costs of any such Replacement Utility Property Interest (including without limitation the Owner's reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 16(c), and subject to the provisions of Paragraph 16(e); *provided, however*, that all acquisition costs shall be subject to the DB Contractor's prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner's estimates and invoices. Any such Replacement Utility Property Interest shall have a written valuation and shall be acquired in accordance with applicable Law.
 - (c) The DB Contractor shall pay its share only for a replacement in kind of an Existing Utility Property Interest (e.g., in width and type), unless a Replacement Utility Property Interest exceeding such standard:
 - (1) Is required in order to accommodate the Project or by compliance with applicable Law; or
 - (2) Is called for by the DB Contractor in the interest of overall Project economy.

Any Replacement Utility Property Interest which is not the DB Contractor's cost responsibility pursuant to the preceding sentence shall be considered a Betterment to the extent that it upgrades the Existing Utility Property Interest which it replaces, or in its



entirety if the related Owner Utility was not installed pursuant to an Existing Utility Property Interest. Betterment costs shall be solely the Owner's responsibility.

- (d) For each Existing Utility Property Interest located within the Project right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Utility Property Interest to TxDOT, unless the affected Owner Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each Existing Utility Property Interest relinquished by the Owner, the DB Contractor shall do one (1) of the following to compensate the Owner for such Existing Utility Property Interest, as appropriate:
 - (1) If the Owner acquires a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall reimburse the Owner for the DB Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 16(b) and subject to Paragraph 16(c); or
 - (2) If the Owner does not acquire a Replacement Utility Property Interest for the affected Owner Utility, the DB Contractor shall compensate the Owner for the DB Contractor's share of the market value of such relinquished Existing Utility Property Interest, as mutually agreed between the Owner and the DB Contractor and supported by a written valuation.

The compensation, if any, provided to the Owner pursuant to either subparagraph (i) or subparagraph (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and no further compensation shall be due to the Owner from the DB Contractor or TxDOT on account of such Existing Utility Property Interest or Replacement Utility Property Interest.

- (e) All Utility Joint Use Acknowledgments (UJUA) or Utility Installation Requests (UIR), Form 1082 shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2. A Utility Joint Use Acknowledgment is required where an Existing Utility Property Interest exists and the existing or proposed Utility will remain or be adjusted within the boundaries of the Existing Utility Property Interest. All other accommodations not located on Existing Utility Property Interests will require a Utility Installation Request, Form 1082.

17. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 17(a) or Paragraph 17(b) below:

- (a) Except as otherwise provided in Paragraph 17(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("UAAA") in the form of Exhibit B hereto (SPD ROW-U-UAAA-OM). The UAAA form can be used for a new scope of work with concurrence of the DB Contractor and TxDOT as long as the Design and Construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to



its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.

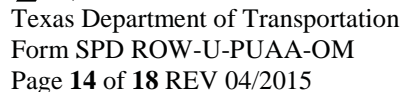
- (b) For purposes of this Paragraph 17(b), "**Utility Adjustment Field Modification**" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 inch water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the DB Contractor and the Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added Utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 15.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.
19. **Assignment; Binding Effect; TxDOT as Third Party Beneficiary.** The Owner and the DB Contractor may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties and of TxDOT, which consent may not be unreasonably withheld or delayed; *provided, however*, that the DB Contractor may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity with which TxDOT contracts to fulfill the DB Contractor's obligations at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the DB Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; *provided, however*, that the Owner and the DB Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

20. **Breach by the Parties.**

- (a) If the Owner claims that the DB Contractor has breached any of its obligations under this Agreement, the Owner will notify the DB Contractor and TxDOT in writing of such breach, and the DB Contractor shall have **30 days** following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; *provided, however*, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the DB Contractor. Without limiting the generality of the foregoing:
- (1) TxDOT shall have no liability to the Owner for any act or omission committed by the DB Contractor in connection with this Agreement; and



- Owner: _____ Address Line #1 _____
 Address Line #2 _____
 City, State Zip _____
 Phone: (_____) _____ - _____
 Fax: (_____) _____ - _____

- DB Contractor:
- Address Line #1
Address Line #2
City, State Zip
Phone: () -
Fax: () -

TxDOT: Texas Department of Transportation
Attention: Strategic Projects Division - ROW Office
125 E. 11th Street
Austin, Texas 78701-2483

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed



delivered upon receipt and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

23. **Approvals.** Any acceptance, approval, or any other like action (collectively "**Approval**") required or permitted to be given by either the DB Contractor or the Owner pursuant to this Agreement:

- (a) Must be in writing to be effective (except if deemed granted pursuant hereto);
- (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and
- (c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then **14 calendar days**), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 22.

24. **Time; Force Majeure.**

- (a) Time is of the essence in the performance of this Agreement.
- (b) All references to "days" herein shall be construed to refer to calendar days, unless otherwise stated.
- (c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence ("**Force Majeure**"), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts. If any such event of Force Majeure occurs, the Owner agrees, if requested by the DB Contractor, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as the DB Contractor agrees to reimburse the Owner for the reasonable and actual costs of such efforts.

25. **Continuing Performance.** In the event of a dispute, the Owner and the DB Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.

26. **Equitable Relief.** The DB Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties' remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, the parties hereto (and



TxDOT as well, as a third party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; *provided, however*, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.

27. **Authority.** The Owner and the DB Contractor each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.
28. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the DB Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the DB Contractor agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the DB Contractor's current and future construction schedules for the Project. The Owner further agrees to require its contractors to coordinate their respective work hereunder with the DB Contractor.
29. **Termination.** If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the DB Contractor shall notify the Owner in writing and the DB Contractor reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.
30. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.
31. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the Laws of the State of Texas, without regard to the conflict of laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of _____ County, Texas [or the United States District Court for the Western District of Texas (Austin)].
32. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the DB Contractor be considered as or represent itself to be an agent of the other.
33. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise), for any punitive, exemplary, special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of use, claims of customers, or loss of business opportunity.



34. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.
35. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
36. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the DB Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative below.



APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: Donald C. Toner, Jr., SR/WA
[Printed Name]

By: _____
Authorized Signature

Director of SPD Right of Way
Strategic Projects Division

Date: _____

OWNER

By: _____
[Print Owner Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____



County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(DB Contractor-Managed)**

(Amendment No. _____ to Agreement No.: _____ -U-_____)

THIS AMENDMENT TO PROJECT UTILITY ADJUSTMENT AGREEMENT (this “Amendment”), by and between, [DB Contractor] hereinafter identified as the “**DB Contractor**” and [Utility Owner], hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “**TxDOT**”, proposes to construct the project identified above (the “Project”, as more particularly described in the “Original Agreement”, defined below); and

WHEREAS, pursuant to that certain Comprehensive Development Agreement (the “**CDA**”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, and potentially maintain the Project, including causing the removal, relocation, or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”); and

WHEREAS, the Owner and DB Contractor are parties to that certain executed Project Utility Adjustment Agreement (PUAA) designated by the “Agreement No.” indicated above, as amended by previous amendments, if any (the “Original Agreement”), which provides for the Adjustment of certain Utilities owned and/or operated by the Owner (the “Owner Utilities”); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the Adjustment of Owner Utilities facilities) not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner Utility facility(ies), on the terms and conditions hereinafter set forth.



NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following Utility facility(ies) (“**Additional Owner Utilities**”) and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., “adjust 12” waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00)]*: _____.
- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the Plans, specifications and cost estimates attached hereto as Exhibit A; and
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Utility Property Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 15(a) of the Original Agreement.

1.2 **Reimbursement of Owner’s Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) DB Contractor agrees to reimburse the Owner its share of the Owner’s indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 90% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner’s indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one (1) box]*:

☐

(1) Actual related indirect costs accumulated in accordance with:

- (i) A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or



- (ii) Established accounting procedure developed by the Owner and which the Owner uses in its regular operations;

(either (i) or (ii) referred to as “**Actual Cost**”), or

- ☐ (2) The agreed sum of \$_____ (“**Agreed Sum**”) as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.3 **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner's share, if any, of estimated costs. Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner's and DB Contractor's respective shares of the estimated costs.

The Owner shall advance to the DB Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by DB Contractor, in accordance with the following terms:

- ☐ The Adjustment of the Owner's Utilities does not require advancement of funds.
- ☐ The Adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the DB Contractor and Owner are listed below.

[Insert terms of advance funding to be agreed between DB Contractor and Owner.]

- _____
- (b) Adjustment Based on Actual Costs or Agreed Sum.

[Check the one (1) appropriate provision, if advancement of funds is required]:

- ☐ The Owner is responsible for its share of the DB Contractor Actual Cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment:
- (i) The Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (as determined in Paragraph 9(b)) *plus* the Actual Cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner; or



- (ii) The DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on Actual Costs.

- 1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the DB Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092 of the Texas Transportation Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; *provided however*, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement.

1.5 **Betterment.**

- (a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following *[Check the one (1) box that applies, and complete if appropriate]*:

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.

☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of *[insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____.

The DB Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the DB Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the DB Contractor work under this Amendment which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the DB Contractor work under this Amendment which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i), which remainder is *divided* by (i).

- (b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the DB Contractor, at least **14 days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the DB Contractor on



or before the foregoing deadline, the DB Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one (1) appropriate provision]:*

- ☐ The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
 - ☐ The Owner is responsible for the DB Contractor Actual Cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the DB Contractor the amount, if any, by which the Actual Cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the DB Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such Actual Cost, as applicable. Any additional payment by the Owner shall be due within **60 days** after the Owner's receipt of the DB Contractors invoice therefor, together with supporting documentation; any refund shall be due within **60 days** after completion of the Adjustment work under this Amendment. The Actual Cost of Betterment incurred by the DB Contractor shall be calculated by *multiplying* (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the Actual Cost of all work performed by the DB Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the DB Contractor to the Owner.
- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right of way acquisition costs. Betterment in connection with right of way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 **Miscellaneous.**

- (a) The Owner and the DB Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.
 - (b) *[Include any other proposed amendments allowed by applicable Law.]*
- _____

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.



- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the DB Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the DB Contractor) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative below.

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: Donald C. Toner, Jr., SR/WA
[Printed Name]

By: _____
Authorized Signature

Director of SPD Right of Way
Strategic Projects Division

Date: _____

OWNER

By: _____
[Print Name]

By: _____
Duly Authorized Representative Signature

[Title]
[Company]

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____



County: _____
ROW CSJ No.: _____
Const. CSJ No.: _____
Highway: _____
Fed. Proj. No.: _____
Limits: _____ to _____

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT
(Owner-Managed)**

(Amendment No. _____ to Agreement No.: _____ - U - _____)

THIS AMENDMENT TO PROJECT UTILITY ADJUSTMENT AGREEMENT (this “Amendment”), by and between, [DB Contractor] hereinafter identified as the “**DB Contractor**” and [Utility Owner], hereinafter identified as the “**Owner**”, is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as “**TxDOT**”, proposes to construct the project identified above (the “Project”, as more particularly described in the “Original Agreement”, defined below); and

WHEREAS, pursuant to that certain Comprehensive Development Agreement (the “**CDA**”) by and between TxDOT and the DB Contractor with respect to the Project, the DB Contractor has undertaken the obligation to design, construct, and potentially maintain the Project, including causing the removal, relocation, or other necessary adjustment of existing Utilities impacted by the Project (collectively, “Adjustment”); and

WHEREAS, the Owner and DB Contractor are parties to that certain executed Project Utility Adjustment Agreement (PUAA) designated by the “Agreement No.” indicated above, as amended by previous amendments, if any (the “Original Agreement”), which provides for the Adjustment of certain Utilities owned and/or operated by the Owner (the “Owner Utilities”); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the Adjustment of Owner Utilities facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner Utility facility(ies), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

Plans.

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following Utility



facility(ies) (“**Additional Owner Utilities**”) and proposed Adjustment(s) *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., “adjust 12” waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00”)]*: _____.

- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the Plans, specifications and cost estimates attached hereto as Exhibit A.
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Utility Property Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 16(a) of the Original Agreement.
- (d) Paragraph 4(f) of the Original Agreement is hereby amended to add the following deadline for the Adjustment of the Additional Owner Utilities *[check one (1) box that applies]*:
- ☐ Owner shall complete all of the Utility reconstruction and relocation work, including final testing and acceptance thereof, on or before [Month] [Day], 2015.
- ☐ Owner shall complete all of the Utility reconstruction and relocation work, including final testing and acceptance thereof, within _____ **calendar days** after delivery to Owner of a notice to proceed by DB Contractor;
- (e) For purposes of Paragraph 5(b) of the Original Agreement, the Owner’s costs associated with Adjustment of the Additional Owner Utilities shall be developed pursuant to the method checked and described below *[check only one (1) box]*:
- ☐ (1) Actual costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body (“**Actual Cost**”);
- ☐ (2) Actual costs accumulated in accordance with an established accounting procedure developed by the Owner and which the Owner uses in its regular operations (“**Actual Cost**”); or
- ☐ (3) The agreed sum of \$_____ (“**Agreed Sum**”), as supported by the analysis of estimated costs attached hereto as part of Exhibit A.
- (f) For purposes of Paragraph 6 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the DB Contractor and the Owner as identified in Exhibit A and in accordance with §203.092 of the Texas Transportation



Code. An allocation percentage may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; *provided, however*, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 10 of the Original Agreement.

- (g) Paragraph 10(b) of the Original Agreement is hereby amended to add the following [Check the one (1) box that applies]:

- ☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.
- ☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of [insert explanation, e.g. "replacing 12" pipe with 24" pipe]: _____.

The Owner has provided to the DB Contractor comparative estimates for (i) all costs for work to be performed by the Owner pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without Betterment, which estimates are hereby approved by the DB Contractor. The estimated amount of the Owner's costs for work under this Agreement which is attributable to Betterment is \$_____, calculated by *subtracting* (ii) from (i). The percentage of the total cost of the Owner's work hereunder which is attributable to Betterment is _____%, calculated by *subtracting* (ii) from (i) which remainder shall be *divided* by (i).

- (h) The following shall apply to any Betterment described in Paragraph 1(g) of this Amendment:
- (i) If the Owner's costs are developed under procedure (3) described in Paragraph 1(e) of this Amendment, then the Agreed Sum stated in that Paragraph includes any credits due to the DB Contractor on account of the identified Betterment, and no further adjustment shall be made on account of same.
- (ii) If the Owner's costs are developed under procedure (1) or (2) described in Paragraph 1(e) of this Amendment, the parties agree as follows [check the one (1) appropriate provision]:
- ☐ The estimated cost stated in Paragraph 1(g) of this Amendment is the agreed and final amount due for Betterment under this Amendment. Accordingly, each intermediate invoice submitted for Adjustment(s) of the Additional Owner Utilities pursuant to Paragraph 7(b) of the Original Agreement shall credit the DB Contractor with an appropriate amount of the agreed Betterment amount, proportionate to the percentage of completion reflected in such invoice. The final invoice submitted for Adjustment(s) of the Additional Owner Utilities pursuant to Paragraph 7(a) of the Original Agreement shall reflect the full amount of the agreed Betterment credit. For each invoice described in this paragraph, the credit for Betterment shall be applied before calculating the DB Contractor's share (pursuant to Paragraph 1(e) of this Amendment) of the cost of the



Adjustment work. No other adjustment (either up or down) shall be made based on actual Betterment costs.

☐ The Owner is responsible for the Actual Cost of the identified Betterment, determined by *multiplying* (a) the Betterment percentage stated in Paragraph 1(g) of this Amendment, by (b) the actual cost of all work performed by the Owner pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the Owner to the DB Contractor. Accordingly, each invoice submitted for Adjustment of the Additional Owner Utilities pursuant to either Paragraph 7(a) or Paragraph 7(b) of the Original Agreement shall credit the DB Contractor with an amount calculated by *multiplying* (x) the Betterment percentage stated in Paragraph 1(g) of this Amendment, by (y) the amount billed on such invoice.

- (i) The determinations and calculations of Betterment described in this Amendment shall exclude right of way acquisition costs. Betterment in connection with ROW acquisition is addressed in Paragraph 16 of the Original Agreement.
- (j) Owner and the DB Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.
- (k) *[Include any other proposed amendments in compliance with the applicable Law.]*

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.
- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the DB Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the DB Contractor) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative below.



APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: Donald C. Toner, Jr., SR/WA
[Printed Name]

By: _____
Authorized Signature

Director of SPD Right of Way
Strategic Projects Division

Date: _____

OWNER

By: _____
[Print Owner Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____

DB CONTRACTOR

By: _____
[Print Name]

By: _____
Duly Authorized Representative

[Title]
[Company]

Date: _____



UTILITY JOINT USE ACKNOWLEDGMENT REIMBURSABLE UTILITY ADJUSTMENT

Agreement No.: _____

ROW CSJ:	_____	County:	_____
District:	_____	Highway:	_____
Fed. Proj. No.:	_____	Limits:	_____
Projected Letting Date:	_____	From _____ to _____	

WHEREAS, the State of Texas, (“**State**”), acting by and through the Texas Department of Transportation (“**TxDOT**”), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the _____, (“**Utility**”), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgments herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgment shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility’s** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility’s** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility’s** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately highway traffic. Except as expressly provided herein, the **Utility’s** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations that apply to the general public.

If **Utility’s** facilities are located along a non-controlled access highway, the **Utility’s** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations that apply to the general public.



Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal or relocation, and thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **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 any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal and/or relocation at its own risk and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgment, do not waive or relinquish any right that they may have under the law.

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

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

UTILITY

EXECUTION RECOMMENDED:

Utility:

Name of Utility

District Engineer, 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: _____
Director, SPD Right of Way

Date: _____



DB Contractor's Utility Design Coordinator

Utility No Conflict Sign-Off Form

Utility Design Coordinator: _____
Date plans received: _____
Utility Company: _____
Assembly "U" number: _____
Type of Utilities: _____
Date on Utility's plans: _____ No. of sheets in Utility's plans: _____

I, _____, the Utility Design Coordinator (UDC) on behalf of the DB Contractor (_____) certify that a review of the above referenced Utility Plans concerning the proposed highway improvements on the _____ has been completed and have not identified any conflicts between the Utility's proposed relocation and any design features.

Design features include but are not limited to pavement structures, drainage facilities, bridges, retaining walls, traffic signals, illumination, signs, foundations, duct/conduit, ground boxes, erosion control facilities, water quality facilities and other DB Contractor-Managed Utilities.

Any design changes to the _____ after the signing of this form will be coordinated through the DB Contractor's Utility Manager and the affected Utility Owner.

☐ Check box if any areas of concern and insert comments below:

Utility Design Coordinator: _____
(UDC) (Signature) Date _____

(Print Name)

Utility Coordination Firm: _____
(Print Name)

This form must be completed/signed and included in each Utility Assembly submitted to the Texas Department of Transportation.



DB Contractor's Utility Manager

Utility No Conflict Sign-Off Form

Utility Manager: _____
Date plans received: _____
Utility Company: _____
Assembly "U" number: _____
Type of Utilities: _____
Date on Utility's plans: _____ No. of sheets in Utility's plans: _____

I, _____, the Utility Manager (UM) working on behalf of the DB Contractor (_____) certify that a review of the above referenced Utility Plans concerning the proposed highway improvements on the _____ has been completed and have not identified any conflicts between the Utility's proposed relocation and any existing and/or proposed Utilities.

The proposed Utility Plans conform to Title 43 of the Texas Administrative Code, Section 21.31 – 21.56 of the Utility Accommodation Rules.

☐ Check box if any areas of concern and insert comments below:

Utility Manager:
(UM)

(Signature)

Date

(Print Name)

**Utility Design
Coordinator:**
(UDC)

(Signature)

Date

(Print Name)

**Utility
Coordination
Firm:**

(Print Name)



Form 1818
Rev. 08/12)
(a.k.a. Form D-9-USA-1)

Material Statement

Sheet _____ of _____

Supplier: _____

Address: _____

Contract No.: _____

County: _____

Project: _____

Control: _____

Contractor: _____

Purchase Order No.	Quantity (Amt./Units)	Material Description	Mill Name	Heat No.	Material Use	Required Spec.	Documentation MTR	Cert.

This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. Manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The attached mill test reports (MTRs) and Certifications (Cert.) are offered as proof of Domestic Origin.

Subscribed and sworn to before me this _____ day of

_____, _____

Notary Public _____

My Commission expires: _____, _____

I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct and that I am authorized to sign for the Firm listed below.

(Authorized Corporate Official Signature) _____ Date

(Type Name and Title)

(Firm Name)

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 7-1
RIGHT OF ENTRY AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016



Atkins North America, Inc.
1250 Wood Branch Park Drive, Suite 300
Houston, Texas 77079

Telephone: +1.281.493.5100
Fax: +1.281.493.1047

www.atkinsglobal.com/northamerica

Today's Date

Last Name, First Name

Street Address

City, State Zip

Parcel ID Number: _____ Tax ID Number: _____

Land Referencing Address: _____

Re: Proposed State Highway 99 (Grand Parkway) Segments H and I-1
Property Access for Surveying, Environmental, Geotechnical, and Subsurface Utility Studies

Dear Property Owner:

The Texas Department of Transportation (TxDOT) is investigating the Selected Alternative Alignment for the construction of Grand Parkway Segment H (US 59/IH 69 to US 90) and Segment I-1 (US 90 to IH 10-E). As the project progresses, TxDOT will solicit proposals from private Developers to design and build this transportation facility. TxDOT has obtained the services of Atkins North America, acting on behalf of TxDOT, to secure the permissions necessary for TxDOT's consulting teams and prospective Developer teams to conduct surveying, environmental, geotechnical, and subsurface utility engineering (SUE) field investigations.

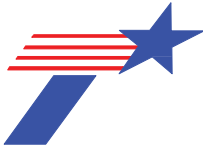
Representatives of the TxDOT consulting team and prospective Developers will be conducting environmental investigations to determine potential effects the proposed alignment would have on environmental resources in the area and to comply with regulatory permitting requirements. Additionally, geotechnical and SUE studies consisting of soil borings would be taken to determine the types of soils and utilities below the proposed right-of-way of Grand Parkway Segments H and I-1. The investigations will require that scientists and geotechnical experts obtain entry to areas of private land with the understanding that livestock, fences, buildings, etc., will not be disturbed.

All of the field work will be within the proposed project limits and conducted by walking and/or all-terrain vehicle. In some locations, small shovel holes and/or small borings will be excavated to evaluate soil characteristics. The holes will be filled on the same day as soon as work is completed. Temporary flagging may be placed on your property during the field efforts. You and/or your representative may request to be present during the fieldwork. Field surveyors, scientists, and geotechnical experts may need to access your property at various times within the next three years.

We appreciate your cooperation in this effort. Please review the Right of Entry document, and if acceptable, sign and return the enclosed form as soon as possible using the enclosed postage-paid envelope. Alternatively, you can scan and e-mail the form to James.Lowe@atkinsglobal.com or fax to (281) 493-1047. If you have any questions about the above work, please contact James Lowe at (281) 529-4162 at the Atkins Houston, Texas, office. If you need additional information regarding the proposed project, please contact Terri Dedhia with TxDOT at Terri.Dedhia@txdot.gov.

Sincerely,

Project Manager - Atkins



Rev 04/12/13

Grand Parkway – SH 99

Right of Entry

Parcel ID No. _____ Tax ID No. _____

Land Referencing Address: _____

CSJ No. 3510-07-003. -08-001. 09-001. -09-002. -10-001

Segment H & I-1

The Owner, or authorized representative known to be _____, hereby grants a Right of Entry to TxDOT, its contractors, consultants, agents, and all others TxDOT deems necessary, including prospective Developers, to perform work necessary for the completion of the design, surveying, geotechnical evaluation, sounding, environmental studies, utility investigation, and other examination required to be performed in anticipation of the final design of the project and/or prior to the acquisition of property necessary for the Project.

- The Owners reserve all rights, title, and interest in and to the property, and this Right of Entry shall in no way prejudice Owner's right to contest the acquisition of the property or to receive full and just compensation as allowed by law for any interest in and to the property that may be needed by the State of Texas, and damages, if any, to the remainder of the Owner's interest to and in the property.
- This Right of Entry shall not prejudice Owner's rights to any relocation benefits for which the Owner would be eligible.
- The Owner, or authorized representative, grants TxDOT, its contractors, consultants, agents, and all others, necessary to perform work required, at its own risk and expense, the right of ingress and egress over and across the property for the purpose of accessing the proposed Right of Way.
- TxDOT and all others sharing in the Right of Entry granted hereunder will attempt to utilize only non-destructive testing methods but, if necessary, will restore the property to prior condition for any damage or make reimbursement to the owner for any damage to the property.
- The Right of Entry shall be effective the date this document is executed and shall remain in effect until the sooner of (1) the date that this Right of Entry is revoked in writing by Owner, or (2) the date that the proposed right of way is acquired in the name of the State of Texas.
- The Owner, or authorized representative, shall have the right to accompany any or all operations being performed as a result of the use of this document.
- If there are any tenants or lessees on the property who must be contacted, the Owner, or authorized representative, agrees to contact them or to provide TxDOT, and upon request, any party sharing in this Right of Entry, the names and contact numbers so that TxDOT and others sharing in this Right of Entry may give them proper notice prior to entering the property.
- The Right of Entry, unless revoked or terminated, shall extend to and bind the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right of Entry.

Grand Parkway Project
Parcel ID No.
Tax ID No.
Land Referencing Address:
Owner Name:

- If Owner is other than an individual, the undersigned representative of the Owner warrants and represents that he or she is duly authorized and empowered to enter into and to execute this Right of Entry on behalf of the Owner.

The Grand Parkway Project is progressing to the next level. TxDOT appreciates previous Right of Entry's but now requires additional access for highway design activities. If there are any questions, please contact:

James Lowe at James.Lowe@atkinsglobal.com and 281.529.4162. Fax: 281.493.1047.

This Right of Entry is in addition to any prior right of entry granted to TxDOT by the Owner in respect of the parcel identified at the top of page one, is for specific purposes described in the introductory paragraph for the benefit of the persons identified in that paragraph and is subject to the terms of the Owner's grant of this Right of Entry. Should the Owner have any concerns or questions regarding the activities of any person sharing or claiming to share in this Right of Entry, the Owner shall be entitled to enlist the assistance of TxDOT through Terri Dedhia at Terri.Dedhia@txdot.gov.

IN WITNESS WHEREFORE, this instrument is executed on and shall be effective as of this _____ day of _____, 2014.

OWNER

Telephone Number

PRINT NAME

Alternate Mailing Address (if Applicable)

COMMENTS / CONDITIONS FOR RIGHT OF ENTRY (IF APPLICABLE):

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 8-1
HOUSTON DISTRICT GUIDELINES FOR FOUNDATION
DESIGN

RFP ADDENDUM #7

NOVEMBER 4, 2016

September 12, 1988

MEMORANDUM TO: District 12 Bridge Designers
and Laboratory Geotechnical
Engineers

FROM: E. J. Suchicki, P.E.
Michael Ho, P.E.

SUBJECT: Guidelines for Foundation Design

The purpose of this memo is to record the foundation practices and design assumptions used over the years in this district and to standardize guidelines for foundation design.

Square Concrete Piles

Precast prestressed square concrete piles have become the standard, most used, pile in this district. The main reasons being economy and durability. The most commonly used sizes are the 16", 18", and 20" square pile. The 14" sq. pile is not recommended for use because of frequent breakage during driving and handling. The 16" sq. is the most frequently used pile and is recommended for general use. The 18" sq. and 20"sq. are used for high loads and/or when slenderness is a factor. The 24" sq. pile is seldom used and the fabricators do not stock the forms which leads to higher unit cost.

1. Maximum Design Loads & Total Length

Concrete Piling Max Service Load & Lengths				
Size	At Abutments & Trestle Bents		Under Footings	
	Max Load	Max Length	Max Load	Max Length
16" Sq.	75 Tons	75 Ft.	125 Tons	75 Ft.
18" Sq.	90 Tons	90 Ft.	175 Tons	90 Ft.
20" Sq.	110 Tons	100 Ft.	225 Tons	100 Ft.

2. Piling Lengths

Abutment Bents:

All fill material should be disregarded for load carrying capacity. Minimum length of 20 ft. At least 15 ft. penetration into natural ground except for wingwall piles.

Interior Bents:

Dry Crossings: Minimum effective penetration 20 ft. Discount the top 5 ft. of pile to allow for moisture fluctuation.

Wet Crossings: Minimum effective penetration 20 ft. below scour line. Discount the top 10 ft. below flow line for scouring. If a stream has a history of turbulent flow, more footage should be discounted for scouring.

3. Piling Length for Stability

Trestle pile bents:

Piling below scour line shall not be less than 70% of pile and cap above scour line.

Individual or strapped column footing on piling: Minimum length 30' below scour line.

One homogenous footing as under a river bridge pier: Minimum length 30' below scour line.

4. Skin friction is used in the design of a pile foundation. Point bearing is neglected in the capacity calculation.

Drilled Shafts

The amount of footage to be disregarded due to moisture fluctuations and non-reliable friction transfer is 10 ft. from finished grade.

Total capacity is based on skin friction and point bearing on soils.

For shafts with or without casing, drilled dry or with drilling mud and concrete placed normally, use soil reduction factor (S_R) of 0.7.

Maximum skin friction is 1.25 tons/sq. ft. which is further reduced by the 0.7 reduction factor.

In general, use 2 tons/sq. ft. for point bearing, regardless of soil type where the shaft is tipped in. No point bearing capacity is assumed for drilled shafts with diameter equal to or less than 24". For drilled shafts with diameters over 5 ft., the allowable point bearing load is based on Cone Penetrometer tests (Blow counts) and Figure 2 in the Foundation Exploration and Design Manual.

General Information

Piling/drilled shafts should not tip into or just above soft stratum.

When soil condition varies quite considerably from one test hole to another, the designer should consider the use of test piling. He/She shall discuss this matter with the Laboratory Engineer before making any final decision.


If the piling/drilled shafts are located in the vicinity between two test holes, a weaker hole design curve should be used for calculating the capacity.

Interoffice Memorandum
September 12, 1988
Page 4

The above are intended as guidelines only. If you have any questions on foundation design, please contact either Michael Ho, District laboratory Engineer, at extension 619 or Stanley Yin at extension 620.

All foundation designs are to be sent to the District lab for design and/or final review prior to submission to D-5. The District Laboratory is also responsible for any discussion with D-5 Geotechnical Division pertaining to foundation design matters.


District Bridge Engineer


District Laboratory Engineer

EJS:ach

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 8-2
ESALS AND TRAFFIC DATA

RFP ADDENDUM #7

NOVEMBER 4, 2016

ATTACHMENT 8-2 ESALS and Traffic Data

Mainlanes- 30 years								Total # of 18k ESAL Applications in One Direction Expected for a 30 Year Period (2019-2049)	
	Average Daily Traffic		Percent Truck				% Tandem Axles in ATHWLD		
Location	2019	2049	ADT	DHV		ATHWLD		Flexible Pavement	Rigid Pavement
SEGMENT H From I-69 to US 90	15,700	26,300	14.3	9.4		12,000	50	15,000,000	21,102,000
SEGMENT I-1 From US 90 to I-10	20,000	33,300	14.9	9.8		12,200	50	19,830,000	27,900,000
SEGMENT I-2 From FM 1405 to SH 146	23,700	37,500	9.6	6.3		12,000	40	13,955,000	19,162,000

ATTACHMENT 8-2 ESALS and Traffic Data

Frontage Roads - 30 years								Total # of 18K ESAL Applications in One Direction Expected for a 30 Year Period (2019-2049)	
	Average Daily Traffic		Percent Truck				% Tandem Axles in ATHWLD		
Location	2019	2049	ADT	DHV		ATHWLD		Flexible Pavement	Rigid Pavement
I-69/US 59 to I-10	15,500	23,800	6.6	5.0		11,300	20	4,030,000	4,449,000

Frontage Roads - 30 years								Total # of 18K ESAL Applications in One Direction Expected for a 30 Year Period (2011-2041)	
	Average Daily Traffic		Percent Truck				% Tandem Axles in ATHWLD		
Location	2006	2036	ADT	DHV		ATHWLD		Flexible Pavement	Rigid Pavement
FM 1405 to SH 146	10,100	16,600	10.8	7.1		11,300	60	5,225,000	6,819,000

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 9-1
SURVEY CONTROLS
RFP ADDENDUM #7
NOVEMBER 4, 2016

ATTACHMENT 9-1 - SURVEY CONTROLS

Segments H and I -1 (From East of US 59 to North of Interstate 10)

Notes: All bearings and coordinates are based on the Texas coordinate system, North American datum of 1983, (1993 adjustment). The project from US 59 interchange to US 90 (Segment H) distances and coordinates shown are surface and may be converted to grid by dividing by a central zone adjustment factor of 1.0000437. The projects from US 90 to IH 10 (Segment I) distances and coordinates shown are surface and may be converted to grid by dividing by a south central zone adjustment factor of 1.00013.

H and I-1 Project Elevation Datum

All elevations shown are referenced to the North American vertical datum of 1988 with a 1991 adjustment.

Project control coordinate values were established by constraining to values for control points g2h84 and g2h85 and h1-500 all elevations shown are based on TxDOT published elevation for g2h85 = 104.14 and h1-500 = 29.47 verified through digital 3-wire leveling and adjusting to match at the both ends.

Segment I-2 (From North of Interstate 10 to SH 146)

Horizontal control for this project is referenced to the Texas Coordinate System, South Central Zone, North American Datum of NAD 83 (1993) (1996 Adjusted). All coordinates are surface and are in U.S. Survey feet and were derived by applying a combined adjustment factor of 1.00013.

I-2 Project Elevation Datum

Vertical control for this project is based on monument H2002012. All elevations are based on NAVD 88(1991 Adj.) and are in U.S. Survey feet.