



# TxDOT Utility Coordination

ROW 101 – Day 1

July 2020 Edition





- TxDOT Utility Coordination
- Instructor Introductions





- Safety minute
  - Know where your exits are
  - Avoid tripping hazards (cords, etc.)





## ■ Housekeeping

- Turn off email & phones, clear other distractions from your training area
- If you leave the training window, please send a chat when you leave and when you return. Please do not leave for more than 5 minutes.
- Breaks are scheduled approximately every hour
- Please mute yourself when not talking





## ■ Ground Rules

- Participate and be prepared to be called on by name
- Be patient waiting for a response to your chat messages

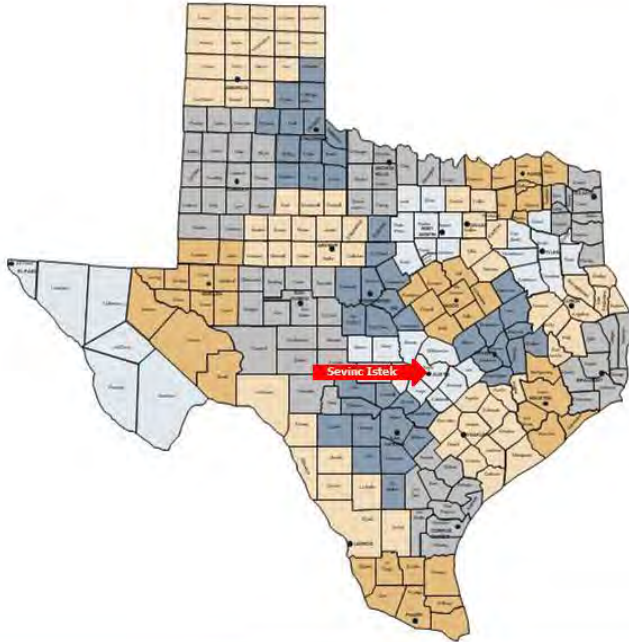


# Raise Hand, Yes/No, Reactions



05

**TxDOT**



Sevinc Istek

DEV240 vILT

Participants

Panelist: 1

Sevinc Istek (Host, me)

Attendee: 0

Chat

Send to: All Participants

Select a participant in the Send to menu first, type chat message, and send...

Send

Connected

5:57 PM  
3/25/2020

# Annotation Tools : Arrow Pointer, Write, Draw



A screenshot of a Cisco Webex meeting interface. The main display area shows a map of Texas with county boundaries, titled "TxDOT". A red arrow points to a specific county, with the text "Sevinc Istek" written above it. The top toolbar is circled in red, highlighting the annotation tools: Arrow Pointer, Write, and Draw. The right sidebar shows the "Participants" list with "Sevinc Istek (Host, me)" and "Attendee: 0". Below the participants list is a "Chat" section. The bottom status bar shows "Full Screen", "100%", and "View". The bottom taskbar shows various application icons and the system clock indicating 5:57 PM on 3/25/2020.

**Annotation Tools:** Arrow Pointer, Write, Draw

**Map Title:** TxDOT

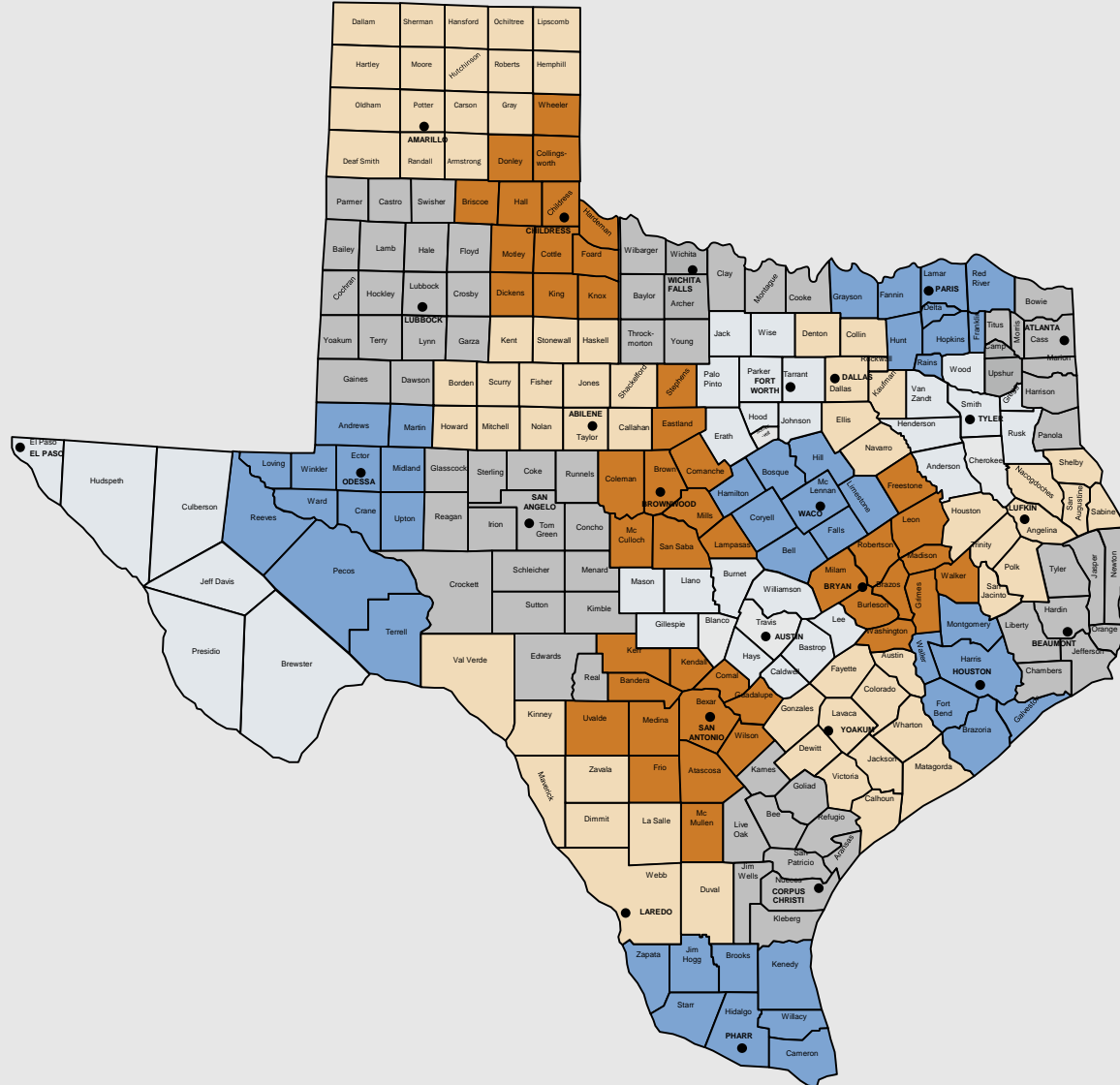
**Participant:** Sevinc Istek (Host, me)

**Attendee:** 0

**Chat:** Send to: All Participants

**Status:** Full Screen, 100%, View

**System Clock:** 5:57 PM, 3/25/2020





- Participant Guide

- Link in email
- [www.txdot.gov](http://www.txdot.gov) > Inside TxDOT > Division > Right of Way > Utility Accommodations Toolkit > Utility Accommodations Training.
  - Materials: ROW101 Participant Guide





- **Texas Transportation Code, Title 6, Subtitle A, Chapter 203**
  - Subchapter E – Relocation of Utility Facilities
    - <http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.203.htm>
- **Texas Administrative Code, Title 43, Part 1, Chapter 21**
  - Subchapter B – Utility Adjustment, Relocation, or Removal
  - Subchapter C – Utility Accommodation (**UAR**)
    - [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=43&pt=1&ch=21](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=43&pt=1&ch=21)
- **R/W Utility Manual (09/18 Update)**
  - <http://onlinemanuals.txdot.gov/txdotmanuals/utl/utl.pdf>
- **Utilities Forms and Publications**
  - <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/row.html#9>
- **Buy America Guidelines**
  - <http://ftp.dot.state.tx.us/pub/txdot-info/row/buy-america.pdf>
- **Utility Accommodations Toolkit**
  - <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>



## ■ Utility Accommodations Toolkit

- <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>

The screenshot displays the Texas Department of Transportation (TxDOT) website. At the top, the TxDOT logo and name are visible. A navigation bar includes links for "Driver", "Government", "Business", "Inside TxDOT" (highlighted with a red box), and "Careers". A search bar is also present. The main banner features a flooded road with the text "Turn Around, Don't Drown. Road Closures 800-452-9292" and a "Read more" link. Below the banner, four categories are listed: "Driver" (with a photo of a woman driving), "Government" (with a photo of a man and a star), "Business" (with a photo of a woman), and "Careers" (with a photo of people at a booth). Each category has a brief description of the resources available.

**TEXAS DEPARTMENT OF TRANSPORTATION**

A - Z Site Index | Contact Us | Español

Search TxDOT

Driver | Government | Business | **Inside TxDOT** | Careers

**Turn Around, Don't Drown.**

Road Closures  
800-452-9292

Read more >

**Driver**

Learn more about Texas travel, driving laws and highway safety.

**Government**

Research studies and laws and learn how we work with communities.

**Business**

Learn about TxDOT business resources and the bidding process.

**Careers**

We're more than a job. At TxDOT, you can build a career.



## ■ Utility Accommodations Toolkit

- <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>

**Inside TxDOT**

Texas Department of Transportation

This page provides a snapshot of the organization. To explore our website more thoroughly, navigate using the tabs on the blue ribbon above, to the right of the gold arrow that says "Inside TxDOT."

Headquartered in Austin, the Texas Department of Transportation (TxDOT) is organized by administration, districts and divisions.

TxDOT's workforce is made up of engineers, administrators, financial experts, designers, architects, sign makers, accountants, purchasers, maintenance workers, travel counselors and many other professions. All of our employees work together to realize the TxDOT mission: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

**Inside TxDOT**

- [About This Site](#)
- [Values, Vision, Mission and Goals](#)
- [Strategic Plan](#)
- [Administrative Rules](#)
- [OneDOT Data Shop](#)
- [Pocket Facts](#)

**TxDOT Structure**

- [Texas Transportation Commission](#)
- [Administration](#)
- [Districts](#)
- [Divisions](#)

**Get Involved**

- [Texas Transportation Commission Meetings](#)
- [Public Hearings and Meetings Schedule](#)
- [Volunteer](#)

**Media**

- [News](#)
- [Public Service Announcements](#)

**Initiatives**

- [Project Tracker](#)
- [Innovation and Cost-Efficiency Suggestions Program](#)
- [Performance Results Summary](#)

**Government Affairs**



## ■ Utility Accommodations Toolkit

- <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>

The screenshot displays the 'Divisions' page of the Texas Department of Transportation website. On the left, there is a sidebar with a list of divisions, each with a dropdown arrow. The main content area on the right is titled 'Divisions' and includes a breadcrumb trail: 'Texas Department of Transportation > Inside TxDOT'. Below this, a paragraph states: 'From rail crossings to right of way, traffic cameras to travel maps, and bridge inspections to bid opportunities, TxDOT's divisions handle a diverse range of services for the agency.' A bulleted list of divisions follows, including Aviation, Bridge, Civil Rights, Communications, Compliance, Construction, Contract Services, Design, Environmental Affairs, Financial Management, Fleet Operations, General Counsel, Government Affairs, Human Resources, Information Management, Internal Audit, Maintenance, Maritime, Occupational Safety, Procurement, Professional Engineering Procurement Services, Project Finance, Debt and Strategic Contracts, Public Transportation, Rail, Research and Technology Implementation, and Right of Way. The 'Right of Way' division is highlighted with a red rectangular box.

**Divisions**

Texas Department of Transportation > Inside TxDOT

From rail crossings to right of way, traffic cameras to travel maps, and bridge inspections to bid opportunities, TxDOT's divisions handle a diverse range of services for the agency.

- Aviation
- Bridge
- Civil Rights
- Communications
- Compliance
- Construction
- Contract Services
- Design
- Environmental Affairs
- Financial Management
- Fleet Operations
- General Counsel
- Government Affairs
- Human Resources
- Information Management
- Internal Audit
- Maintenance
- Maritime
- Occupational Safety
- Procurement
- Professional Engineering Procurement Services
- Project Finance, Debt and Strategic Contracts
- Public Transportation
- Rail
- Research and Technology Implementation
- Right of Way





## ■ Utility Accommodations Toolkit

- <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>

The screenshot shows the Texas Department of Transportation website. The header includes the TxDOT logo, the text "TEXAS DEPARTMENT OF TRANSPORTATION", a search bar, and links for "A - Z Site Index", "Contact Us", and "Español". Below the header is a navigation bar with "Inside TxDOT" highlighted, and links for "Get Involved", "Media Center", "Projects", "Forms & Publications", "Administration", "Districts", and "Divisions".

On the left side, there is a "Divisions" menu with links to Aviation, Bridge, Civil Rights, Communications, Compliance, Construction, Contract Services, Design, Environmental Affairs, Financial Management, Fleet Operations, and General Counsel.

The main content area is titled "Right of Way". It includes a breadcrumb trail: "Texas Department of Transportation > Inside TxDOT > Divisions". The text describes the Right of Way Division's role in coordinating land acquisition, utility adjustments, and outdoor advertising signs. It mentions that Gus Cannon serves as director and provides a "Contact us" link.

Below the text are four sections of links:

- Opportunities**
  - Contracts
  - Available Properties
- Advertising and Signs**
  - Commercial Signs
  - Rules for Posting Campaign Signs
- Forms and Publications**
  - Right of Way
  - Landowner's Rights
- Utility Accommodations**
  - Utility Accommodations Toolkit** (highlighted with a red box)

There are also sections for "Maps" (Real Property Asset Map, Commercial Signs Maps, Statewide Planning Map) and "Training" (ROWIS Basics for Providers, Utility Accommodation Training).





## ■ Utility Accommodations Toolkit

– <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>

Inside TxDOT

[Get Involved](#) | [Media Center](#) | [Projects](#) | [Forms & Publications](#) | [Administration](#) | [Districts](#) | [Divisions](#)

Divisions

[Aviation](#) | [Bridge](#) | [Civil Rights](#) | [Communications](#) | [Compliance](#) | [Construction](#) | [Contract Services](#) | [Design](#) | [Environmental Affairs](#) | [Financial Management](#) | [Fleet Operations](#) | [General Counsel](#) | [Government Affairs](#) | [Human Resources](#) | [Information Management](#)

Utility Accommodations Toolkit

[Texas Department of Transportation](#) | [Inside TxDOT](#) | [Divisions](#) | [Right of Way](#)

The Utility Accommodations Toolkit provides applicable federal and state laws as well as policies and procedures for carrying out utility accommodations activities on transportation projects. These tools assist with assuring compliance with subject laws and policies to ensure that impacted utility owners receive full reimbursement of eligible project costs.

Forms and Publications

- Utility Forms
- [Buy America Guidelines](#)
- Utility Manual
- [Companies with Executed Master Utility Agreements](#)

Resources

- [UIR System](#) (Utility Installation Review)
- Utility Accommodation Training
- Register for Utility Industry Workshop

Federal Codes and Regulations

- [23 USC 123](#) - Relocation of Utility Facilities
- [23 USC 313](#) - Buy America
- [23 CFR 635.410](#) - Buy America Requirements
- [23 CFR 645](#) - Utilities
- [49 CFR Subtitle B, Chapter I, Subchapter D](#) - Pipeline Safety

State Codes and Regulations

- Texas Transportation Code Title 6, Subtitle A, Chapter 203, Subchapter E – Relocation of Utility Facilities
- [43 TAC Part 1, Chapter 21, Subchapter B](#) – Utility Adjustment, Relocation, or Removal
- [43 TAC Part 1, Chapter 21, Subchapter C](#) – Utility Accommodation Rules
- [43 TAC Part 1, Chapter 21, Subchapter O](#) – Utility Accommodation for Rail Facilities



- Introductions
- Goals
- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
- Utilities and Their Rights
- Utility Accommodations Process Overview
- Utility Coordination



- Utility Coordination (continued)
- Buy America/Iron & Steel Preference Provisions
- Cost Estimating
- Monitoring Progress
- Recap of Days 1 & 2



- TxDOTCONNECT
- Billing and Invoicing
- Utility Accommodation Coordination and Verification (UACV) Services
- Summary and Review
- Wrap Up



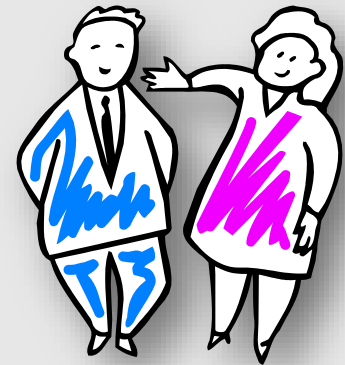
## ■ Introductions

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- Name
- Company
- Role
- Expectations of Class
- Hobby





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The goal of this session is to equip participants with a basic knowledge and understanding of the TxDOT Utility Accommodations process.

By the end of the session, participants will be able to:

- Reference applicable rules, regulations, policies, and procedures
- Identify and coordinate utility conflicts
- Understand the different types of agreements
- Develop agreement and billing packages
- Monitor the utility project progress
- Update the appropriate data systems with utility information





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- **U.S. Code, Title 23 – Highways**

- 23 USC 313 – Buy America

- <https://www.gpo.gov/fdsys/granule/USCODE-2011-title23/USCODE-2011-title23-chap3-sec313>

- **U.S. Code, Title 49 – Transportation**

- 49 USC – Subtitle VIII – Pipelines

- <https://www.gpo.gov/fdsys/pkg/USCODE-2011-title49/html/USCODE-2011-title49.htm>





## ■ Code of Federal Regulations, Title 23 – Highways

### – 635.410 – Buy America Requirements

- [https://www.ecfr.gov/cgi-bin/text-idx?SID=ce6d8dea25fa7228c170625f88164960&mc=true&node=se23.1.635\\_1410&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=ce6d8dea25fa7228c170625f88164960&mc=true&node=se23.1.635_1410&rgn=div8)

### – Part 645 – Utilities

- <https://www.ecfr.gov/cgi-bin/text-idx?SID=ce6d8dea25fa7228c170625f88164960&mc=true&node=pt23.1.645&rgn=div5>

## ■ Code of Federal Regulations, Title 49 – Transportation

### – Subchapter D – Pipeline Safety

- <https://www.ecfr.gov/cgi-bin/text-idx?SID=8ed118913e6b29dcc605dc4781bcd1ca&mc=true&tpl=/ecfrbrowse/Title49/49CISubchapD.tpl>



- **Texas Transportation Code, Title 6, Subtitle A, Chapter 203**
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  - Subchapter C – Utility Accommodation (**UAR**)
    - [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=43&pt=1&ch=21](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=43&pt=1&ch=21)





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## What is a Utility?





### **SUBCHAPTER E. RELOCATION OF UTILITY FACILITIES**

#### ■ Sec. 203.091

**DEFINITION.** In this subchapter, "utility" includes a publicly, privately, or cooperatively owned utility that provides telephone, telegraph, communications, electric, gas, heating, water, railroad, storm sewer, sanitary sewer, or pipeline service.



## Texas Administrative Code

<u>TITLE 43</u>	TRANSPORTATION
<u>PART 1</u>	TEXAS DEPARTMENT OF TRANSPORTATION
<u>CHAPTER 21</u>	RIGHT OF WAY
<u>SUBCHAPTER C</u>	UTILITY ACCOMMODATION
RULE §21.31	Definitions

(53) Utility--Any entity owning a utility facility.

(54) Utility appurtenances--Any attachments or integral parts of a utility facility, including fire hydrants, valves, communication controller boxes and pedestals, electric boxes, and gas regulators.

(55) Utility facilities--All utility lines, pipelines, saltwater pipelines, conduits, cables, and their appurtenances within the highway right of way except those for highway-oriented needs, including underground, surface, or overhead facilities either singularly or in combination, which may be transmission, distribution, service, or gathering lines.

(56) Utility product--The product, such as water, saltwater, steam, electricity, gas, oil, or crude resources or communications, cable television, or waste disposal services, carried by the utility facility.

(57) Utility strip--The area of land established within a control of access highway, located longitudinally within the area between the outer traveled way and the right of way line, for the nonexclusive use, occupancy, and access by one or more authorized utilities.

(58) Utility structure--A pole, bridge, tower, or other aboveground structure on which a conduit, line, pipeline, or other utility facility is attached.



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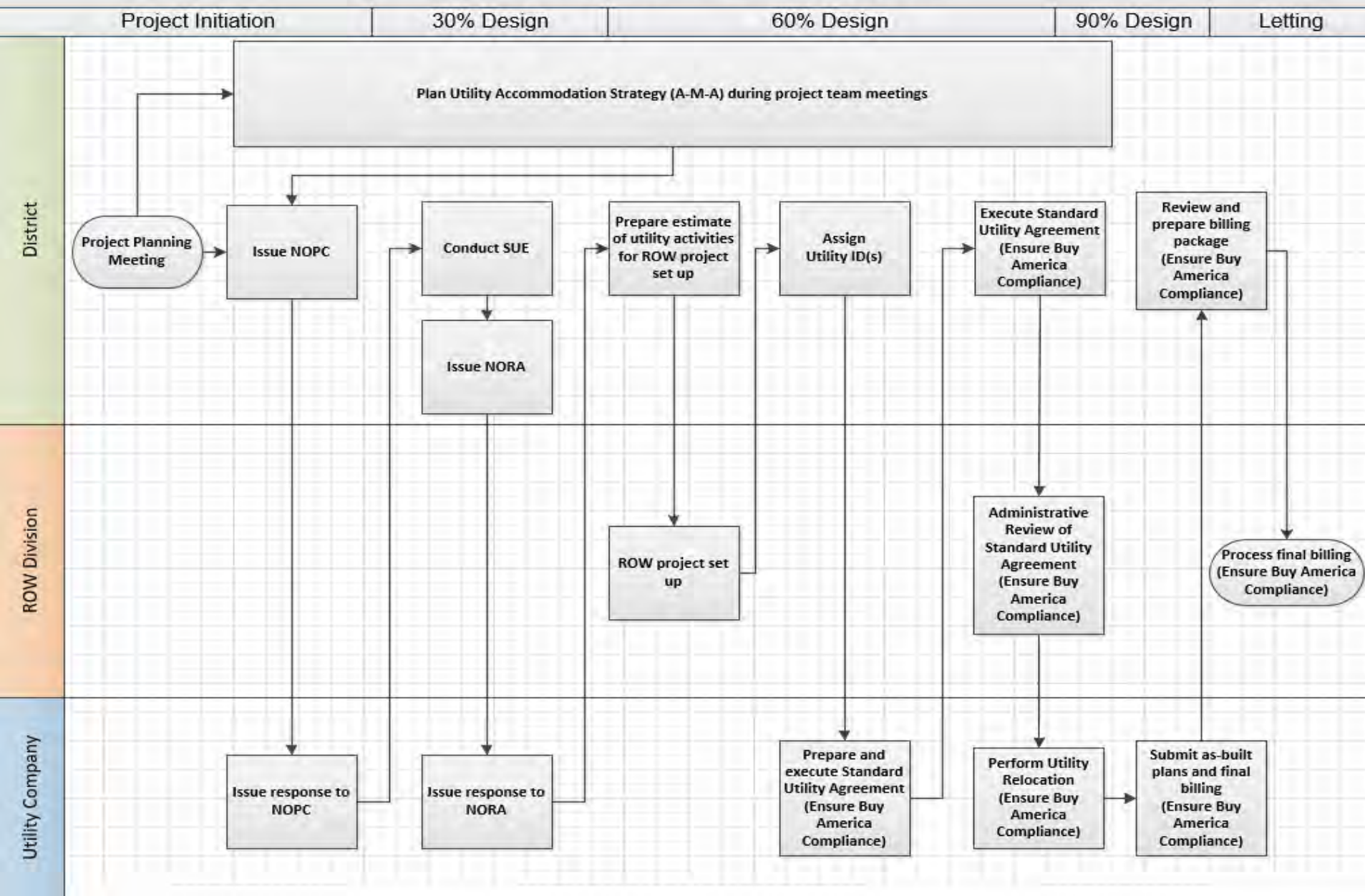




# Utility Accommodations Process



## TxDOT Utility Accommodations Process





Put your questions in the Chat  
Or  
Raise your hand





## Question #1



Give an example of a Public Utility (in the chat window).



Who do Private Utilities serve (in the chat window)?



Use green checkmark when you return





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- Address all impacted utility facilities
- Complete utility accommodations prior to let date





## MEMO

March 7, 2016

**To:** District Engineers

**From:** William L. Hale, P.E. *William L. Hale*  
Chief Engineer

**Subject:** Ready to Let (RTL) Definition for Construction Projects

As we continue transitioning toward effectively managing each project, it is important to again emphasize that our ultimate goal is to deliver and complete transportation improvements for the people of Texas in the most efficient and expeditious manner possible. The portfolio funnel, dashboards, and tools are now in place and being utilized by all district offices. Each of you had the opportunity to recently participate in open discussions with your staff, division/district offices, and the Administration, in order to gauge and better understand this new project development process.

The process being implemented with renewed emphasis on portfolio and project management, resource and budget needs will assist in building the department's Legislative Appropriations Request (LAR) for the next biennium ensuring our ability to execute and deliver. Equally important, we will be better informed on the status of our projects through this process to help us identify project needs such as right of way acquisition, utility adjustments, PS&E, schematic design, environmental and railroad coordination. Ultimately, we should be able to make better decisions in scheduling projects for letting that meet our 'Ready to Let' definition.

Delivering transportation improvements drives our business and will continue to be measured. It is essential that our performance standard for 'ready to let' projects be elevated and defined to ensure consistency in project letting preparation to meet our goal. Therefore, through detailed workshops attended by district and division offices the 'Ready to Let' definition as outlined below was developed and will be implemented on all construction projects effective immediately.

- ENV cleared and ENV mitigation complete (cleared sufficiently to proceed into construction without delays)
- ENV permits secured (cleared sufficiently to proceed into construction without delays)
- ROW cleared (cleared sufficiently to proceed into construction without delays)
- 100% PS&E (includes completed and approved schematic)
- Project agreements in place (includes local funding being received or an amount sufficiently received to proceed into construction without delays)
- Railroad coordination complete and agreement in place
- Utility agreements in place and relocations in progress (cleared sufficiently to proceed into construction without delays)
- The above and any other remaining issues to be cleared in < 3 months

### OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



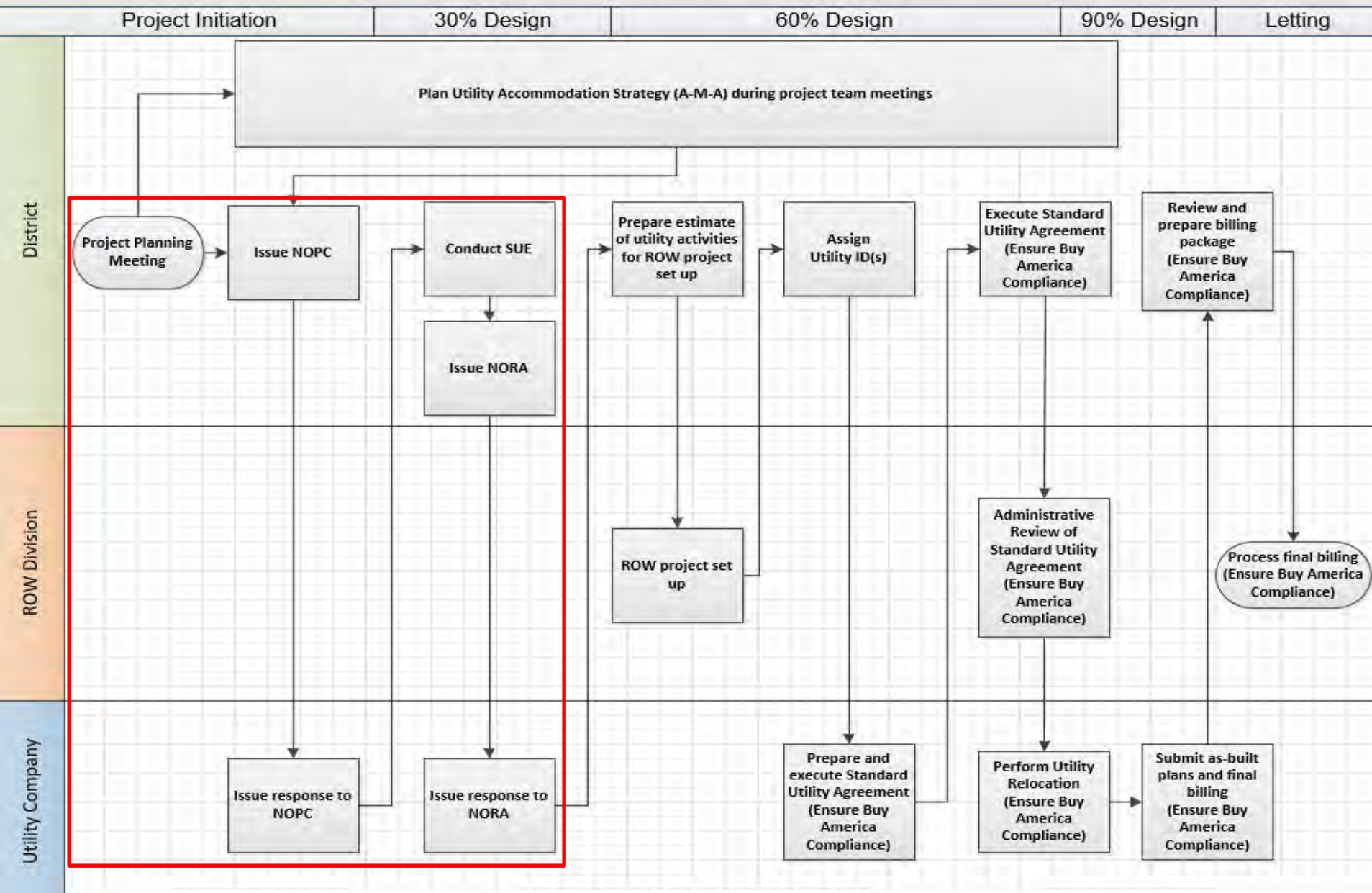


- Early identification of utilities
- Early and continuous communication with TxDOT project teams and utility companies
- A-M-A Process
- Cost estimating
- Agreements with partners
- Timely resolution of conflicts
- Timely reimbursement for eligible costs

# Utility Accommodations Process



## TxDOT Utility Accommodations Process





# Utility Considerations

## Identifying Utilities



## Notice of Proposed Construction

  
Texas  
Department  
of Transportation  
ROW-U-NOPC  
(Rev. 03/20)  
Page 1 of 1

### NOTICE OF PROPOSED CONSTRUCTION (NOPC)

Date

Contact Person  
Address  
City, State, Zip

County:  
Highway:  
Limits From:  
Limits To:  
CCSJ:  
ROW CSJ:

Dear Contact Person:

Formal notice is hereby given that the Texas Department of Transportation proposes construction on Hwy to Scope of Project. The limits and location of this project are indicated in the enclosed Schematic, Plans, Location Map, Right of Way Map, etc.

Presently, this project is scheduled to be ready to let by RTL Date. We ask that you send us the following information or show it on the enclosed layout and return to this office by Request Date:

1. All of your facilities that might be encountered during construction of this project;
2. Approximate boundaries of easements or other interest in lands that you hold along and/or across this route;
3. Name and phone number of the company representative that we should contact regarding this project.

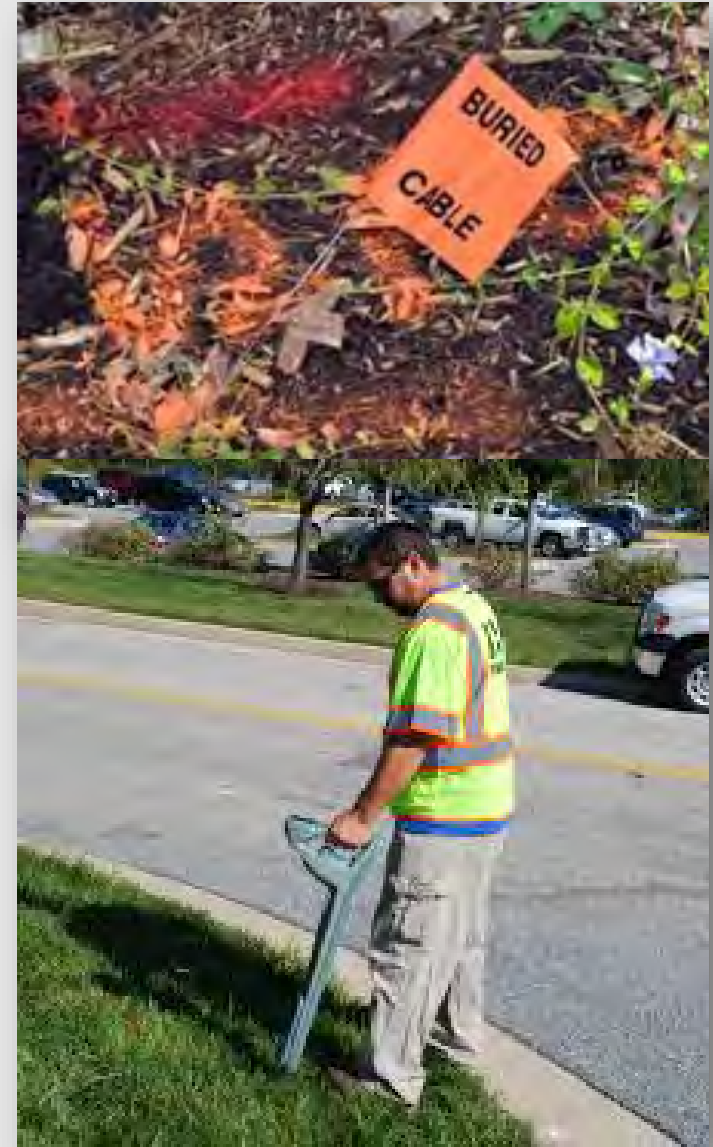
If it is determined that your facilities will not be in conflict with this project, **please notify this office in writing**.

If additional information is needed, or if you have any questions, please contact point of contact at email address or phone number. I appreciate your cooperation in this matter.

Sincerely,

Sender  
Title









## APWA UNIFORM COLOR CODE

	<b>WHITE</b> - Proposed Excavation
	<b>PINK</b> - Temporary Survey Markings
	<b>RED</b> - Electric Power Lines, Cables, Conduit and Lighting Cables
	<b>YELLOW</b> - Gas, Oil, Steam, Petroleum or Gaseous Materials
	<b>ORANGE</b> - Communication, Alarm or Signal Lines, Cables or Conduit
	<b>BLUE</b> - Potable Water
	<b>PURPLE</b> - Reclaimed Water, Irrigation and Slurry Lines
	<b>GREEN</b> - Sewers and Drain Lines

### TYPICAL MARKING

**LARGE PIPE OR MULTIPLE DUCTS**

TOLERANCE ZONE

24" / 600 mm

**SMALL PIPE OR CABLE(S)**

TOLERANCE ZONE

\* REFER TO TEXT ON FRONT OF CARD

## GUIDELINES FOR UNIFORM TEMPORARY MARKING OF UNDERGROUND FACILITIES

This marking guide provides for universal use and understanding of the temporary marking of subsurface facilities to prevent accidents and damage or service interruption by contractors, excavators, utility companies, municipalities or any others working on or near underground facilities.

### ONE-CALL SYSTEMS

The One-Call damage prevention system shall be contacted prior to excavation.

### PROPOSED EXCAVATION

Use white marks to show the location, route or boundary of proposed excavation. Surface marks on roadways do not exceed 1.5" by 18" (40 mm by 450 mm). The facility color and facility owner identity may be added to white flags or stakes.

### USE OF TEMPORARY MARKING

Use color-coded surface marks (i.e., paint or chalk) to indicate the location or route of active and out-of-service buried lines. To increase visibility, color coded vertical markers (i.e., stakes or flags) should supplement surface marks. Marks and markers indicate the name, initials or logo of the company that owns or operates the line, and width of the facility if it is greater than 2" (50 mm). Marks placed by other than line owner/operator or its agent indicate the identity of the designating firm. Multiple lines in joint trench are marked in tandem. If the surface over the buried line is to be removed, supplementary offset markings are used. Offset markings are on a uniform alignment and clearly indicate the actual facility is a specific distance away.

### TOLERANCE ZONE

Any excavation within the tolerance zone is performed with non-powered hand tools or non-invasive method until the marked facility is exposed. The width of the tolerance zone may be specified in law or code. If not, a tolerance zone including the width of the facility plus 18" (450 mm) measured horizontally from each side of the facility is recommended.

### ADOPT UNIFORM COLOR CODE

The American Public Works Association encourages public agencies, utilities, contractors, other associations, manufacturers and all others involved in excavation to adopt the APWA Uniform Color Code, using ANSI standard Z535.1 Safety Colors for temporary marking and facility identification.

Rev. 4/99

<https://www3.apwa.net/content/library/colorcc.pdf>





## SUE (Subsurface Utility Engineering)

A branch of engineering practice that involves managing certain risks associated with:

- utility mapping at appropriate quality levels
- utility coordination
- utility relocation design and coordination
- utility condition assessment
- communication of utility data to concerned parties
- utility relocation cost estimates
- implementation of utility accommodation policies and utility design



## Utility Types:

- Electric
- Gas/ Oil / Steam
- Communications
- Water / Sewer Line

## Investigation Methods:

- Ground Penetrating Radar (GPR)
- Excavating by Vacuum
- Excavating Soil with Caution
- Hand Digging w/Surveying



## Quality Level D

Information derived from existing records or oral recollections.



## Quality Level C

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.



## Quality Level B

Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.



## Quality Level A

Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point.



SUE should be used in the earliest phase of design (i.e. Schematic /30% Design) when possible for all Construction & ROW Projects to ensure that all projects are “Ready to Let”.

## Levels C & D

Are the most commonly used, but can be the most unreliable and the least accurate.



## Benefits

- Enhanced decision-making process
  - A-M-A
- Reduced costs
  - \$4.62 for every \$1 spent
- Save time
- Avoid unnecessary utility relocations
- Enhanced safety

- FHWA

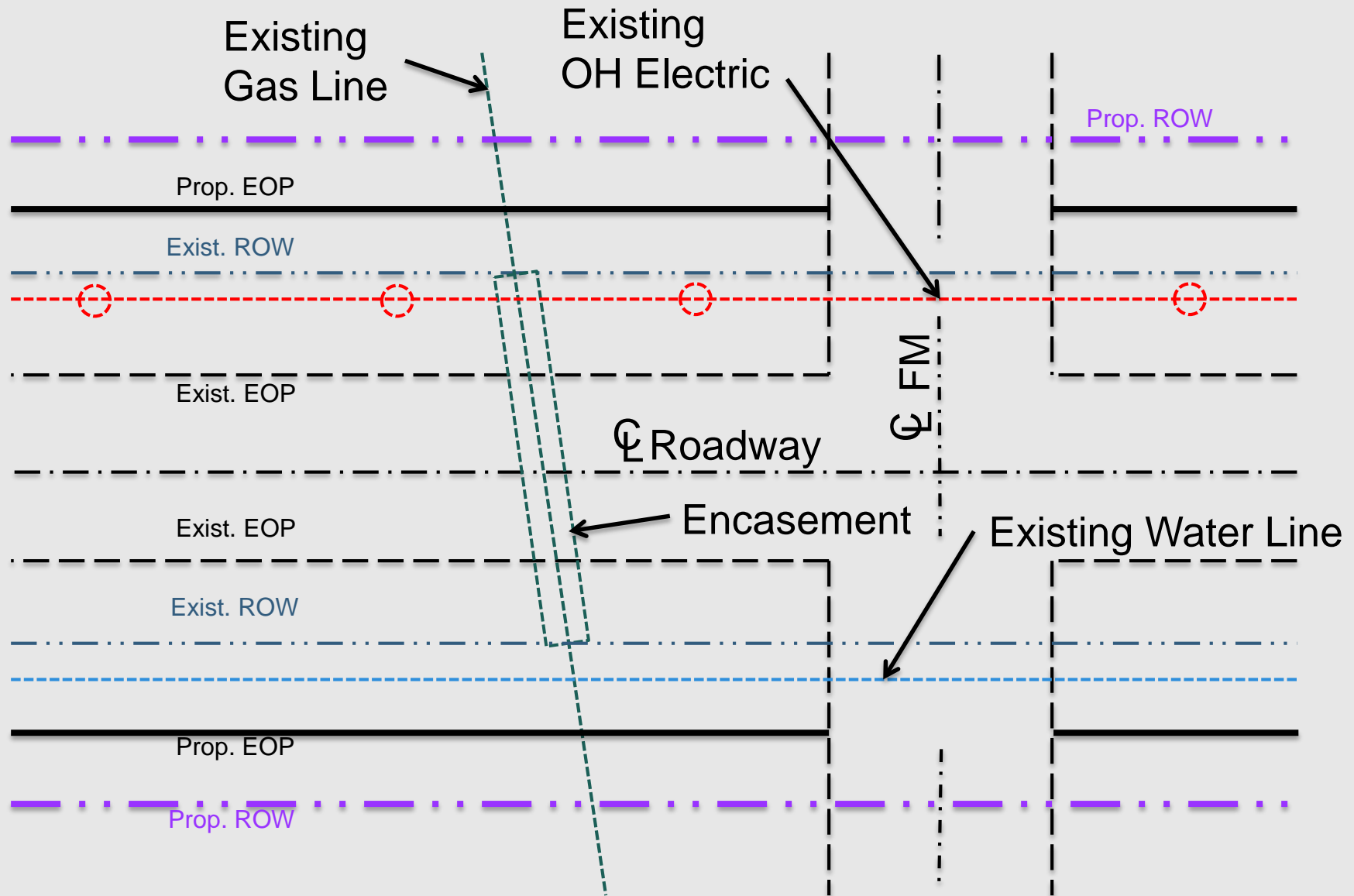
**Part of PEPS budget. Does not impact districts' project budgets.**









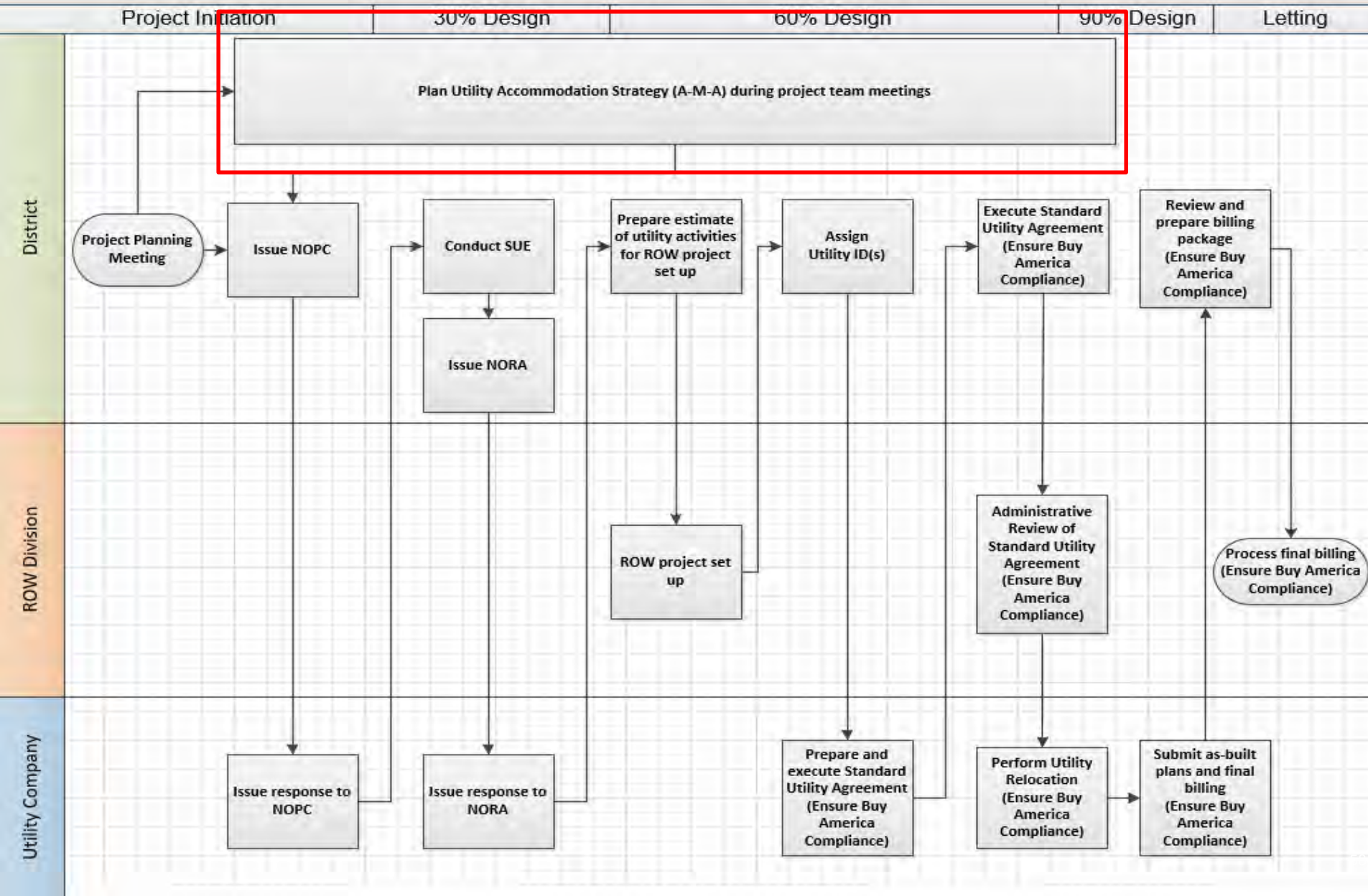




# Utility Accommodations Process



## TxDOT Utility Accommodations Process





# Utility Considerations

Communicate Early and Often





### The following represents key opportunities for communication and coordination of utility accommodation activities:

- Annual Transportation Improvement Program (TIP) Meetings
- Annual Utility Meetings
- Utility Coordination Council Meetings
- Initial Project Notification Meetings
- 30%, 60% and 90% Design Meetings
- Routine UC Meetings
- Pre-Letting Meetings
- Construction Meetings



# Utility Considerations

Avoid, Minimize, Accommodate (AMA)



- It is important that TxDOT work closely with utility industry partners to determine both the identification and scope of the utility effort within the proposed TxDOT project.
- To this end, ROW Division has implemented the AMA principle.



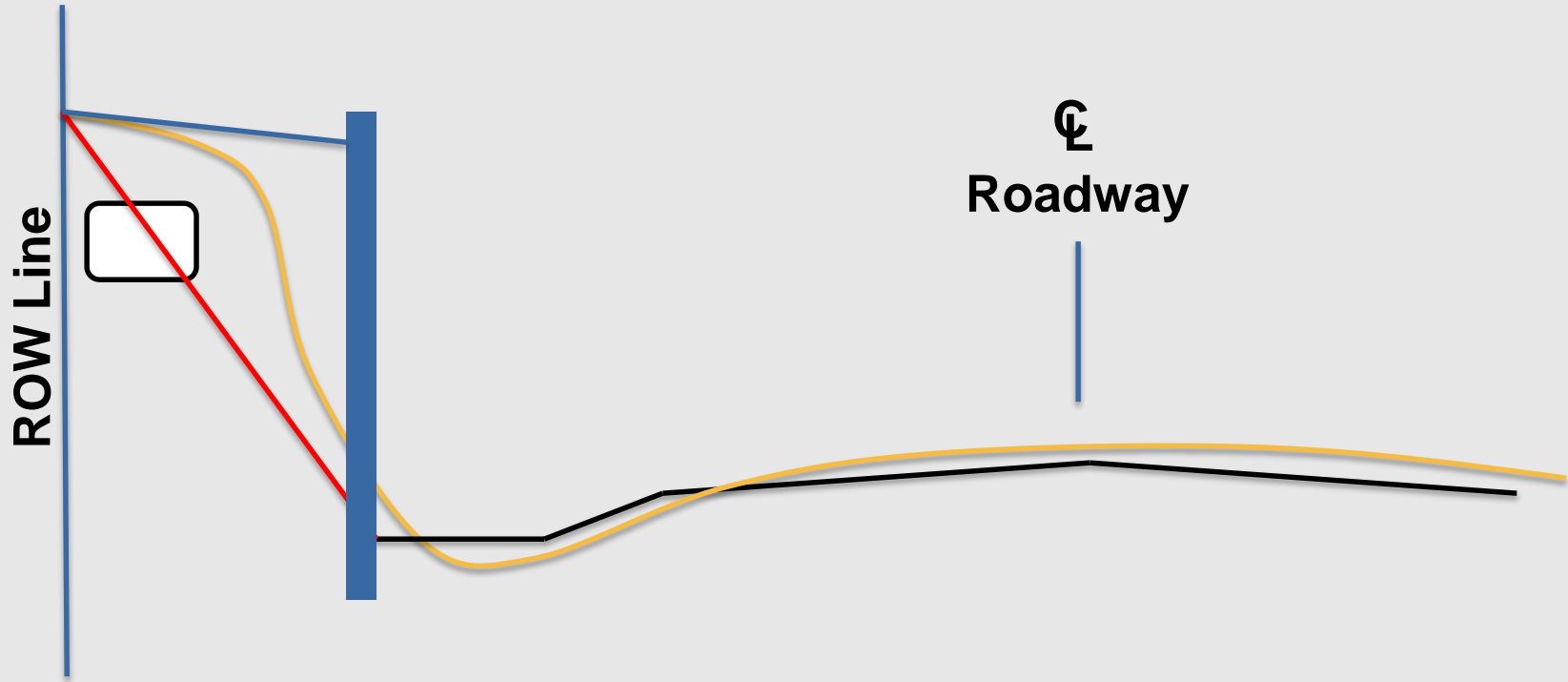
Avoid



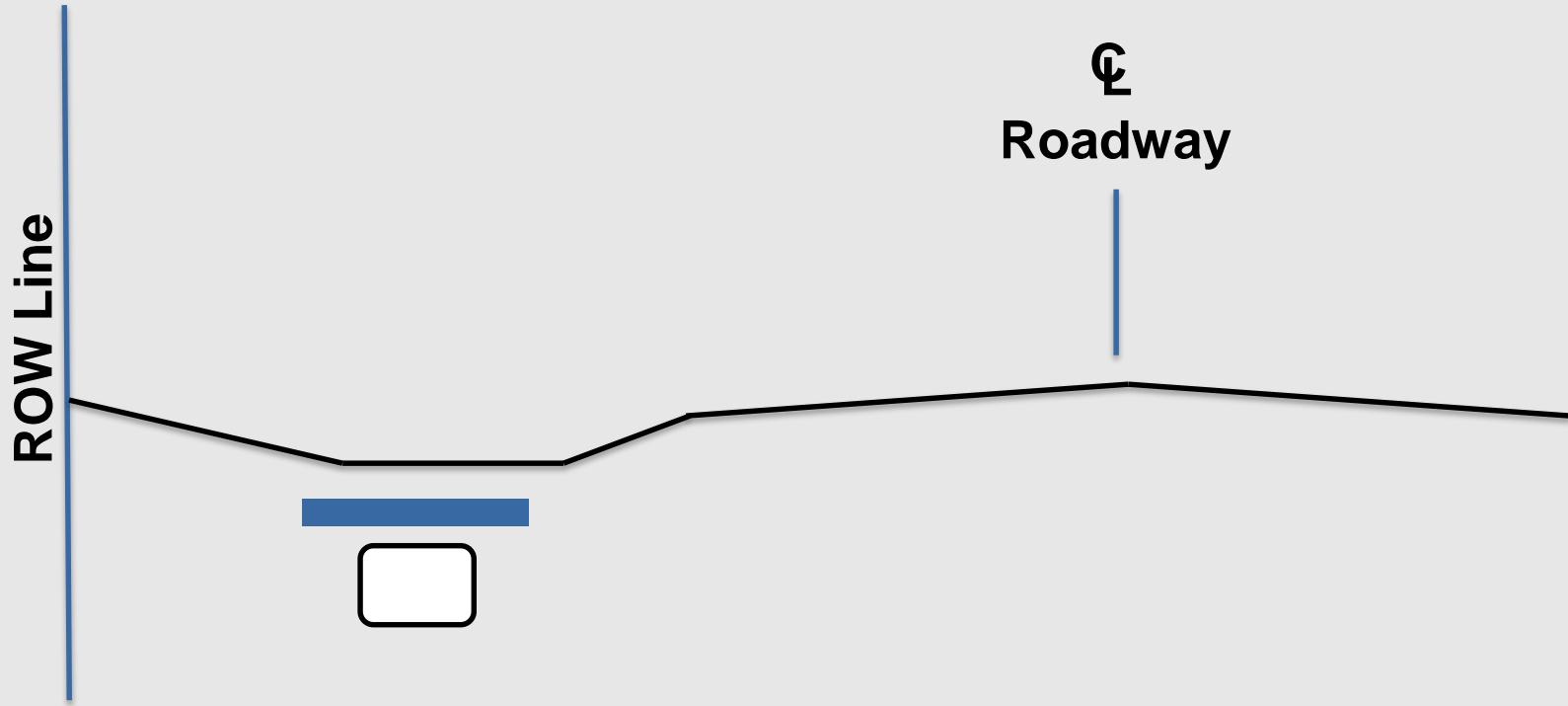
Minimize



Accommodate

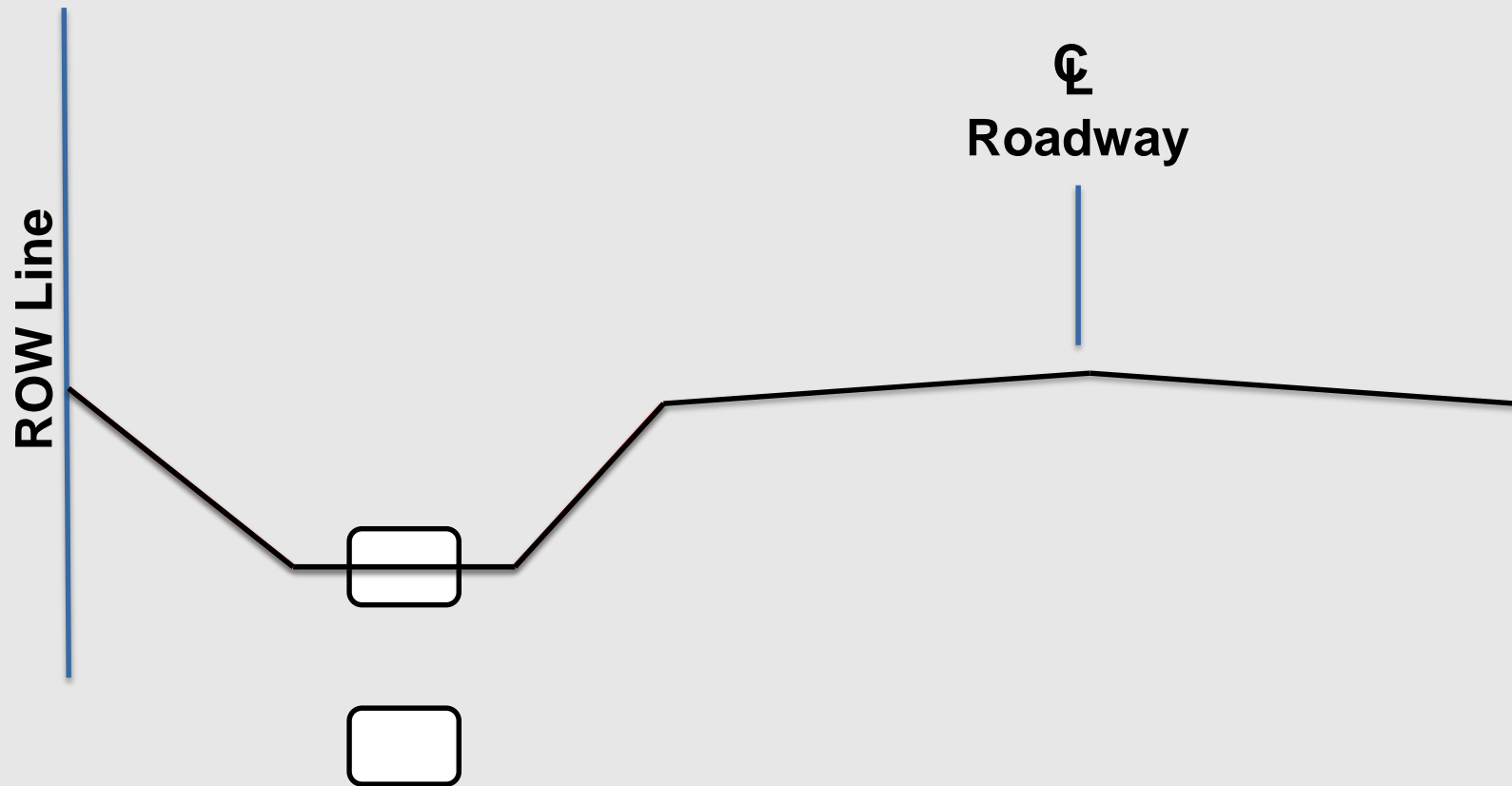


## Avoid Example



## Minimize Example





## Accommodate Example



## Notice of Required Accommodation



### NOTICE OF REQUIRED ACCOMMODATION (NORA)

Date

Utility Company  
Contact Person  
Address  
City, State, Zip

CMRR #:

County:   
Highway:   
Limits From:   
Limits To:   
CCSJ:   
ROW CSJ:

Dear Contact Person:

This letter is being sent to you as a result of the identification of a conflict between TxDOT's subject project and your utility facility, which is/are located Conflict Location(s). This/these conflict(s) will necessitate that the structure(s) be relocated.

It is imperative to have all utility companies complete their relocations by our Ready to Let date of RTL Date. TxDOT's project plans are shown in Attachment "A."

You may rely upon this notice and the provided plans to begin preliminary utility activities, such as design, subsurface utility engineering, and material procurement. If TxDOT changes its plans subsequent to this notice, your company will be entitled to reimbursement of additional eligible expenses incurred relative to the specific change, regardless of the Utility's status under §203.092 of the Transportation Code.

A Utility Permit or Standard Utility Agreement (Attachment "B"), defining the timeline of the relocation and the extent to which the Utility's costs of such relocation are reimbursable, if at all, is required within 90 days of date of this letter, unless otherwise agreed to. **Physical relocation shall not commence until the Utility Permit or Standard Utility Agreement is executed by both parties.**

If your company wishes to relocate its facilities within the highway right of way, we must work together to determine the appropriate location of the relocated facility. Upon determination of the new location, within the highway right of way, and application by the Utility, TxDOT will issue a permit allowing the installation of the utility facility.

If a Standard Utility Agreement or Utility Permit is not executed by date, then TxDOT may initiate actions to relocate/accommodate the utility under the authority of law. This may include relocating the utility facility at the sole cost and expense of the utility, injunctive action, or exercising the power of eminent domain.



## MEMO

October 8, 2018

**To:** District Engineers  
Graham Bettis, BRG  
Gina Gallegos, CST  
Buddy Williams, MTD  
Camille Thomason, DES  
Dan Stacks, MNT  
Michael Chacon, TRF

**From:** William L. Hale, P.E.  
Chief Engineer

**Subject:** Utility Conflict Management

One of our business process improvements to help us achieve "Ready to Let" success has been the implementation of Utility Conflict Management (UCM). This process is designed to reduce the time and cost associated with utility conflicts on a project. It starts by identifying utilities as early as possible during the project development phase. Once the utilities are identified a systematic process of tracking and communicating potential utility conflicts within the project development team is used to determine if the utility can be avoided in the project design, if the utility conflict can be minimized, or as a last resort, if the utility should be adjusted.

Several projects in Dallas, Ft. Worth, Houston and San Antonio were chosen in 2017 to pilot this process and their efforts, which are being tracked by ROW, FHWA and TTI. The results indicate an estimated savings of nearly \$9 million, and as many as 38 months in time savings on these projects. The utility conflicts associated with these savings are those in which each district concluded that the use of the utility conflict management approach was responsible for the identification of an enhanced resolution alternative rather than what would have been the default strategy in years past. These successes will be discussed in more detail at the Utility Workshop scheduled on November 6 in Austin.

### Utility Conflict Management Successes

#### **Dallas District**

The district has identified over \$530,000 and 15 months in estimated utility relocation savings resulting from the implementation of the UCM approach. These savings apply to two utility conflicts.

- \$106,000 and 12 months in savings from an AT&T Legacy line where the District was able to redesign the drainage instead of relocating the utility line.
- \$425,000 and 15 months in savings from a North Texas Municipal Water District (NTMWD) line. The District was also able to redesign the drainage instead of relocating the utility.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



Put your questions in the Chat  
Or  
Raise your hand





When is the best time to send NOPCs to utility owners?

- a) At the beginning of a project, before conducting a utility records research.
- b) In preparation for the 30% PS&E meeting **Answer**
- c) In preparation for the 60% PS&E meeting
- d) Before the Standard Utility Agreement is executed.





What does NORA stand for?

- a) Notice of Requested Assistance
- b) Notice of Required Accommodation
- c) Notice of Reimbursement Availability
- d) Notice of Regulatory Authority

**Answer**

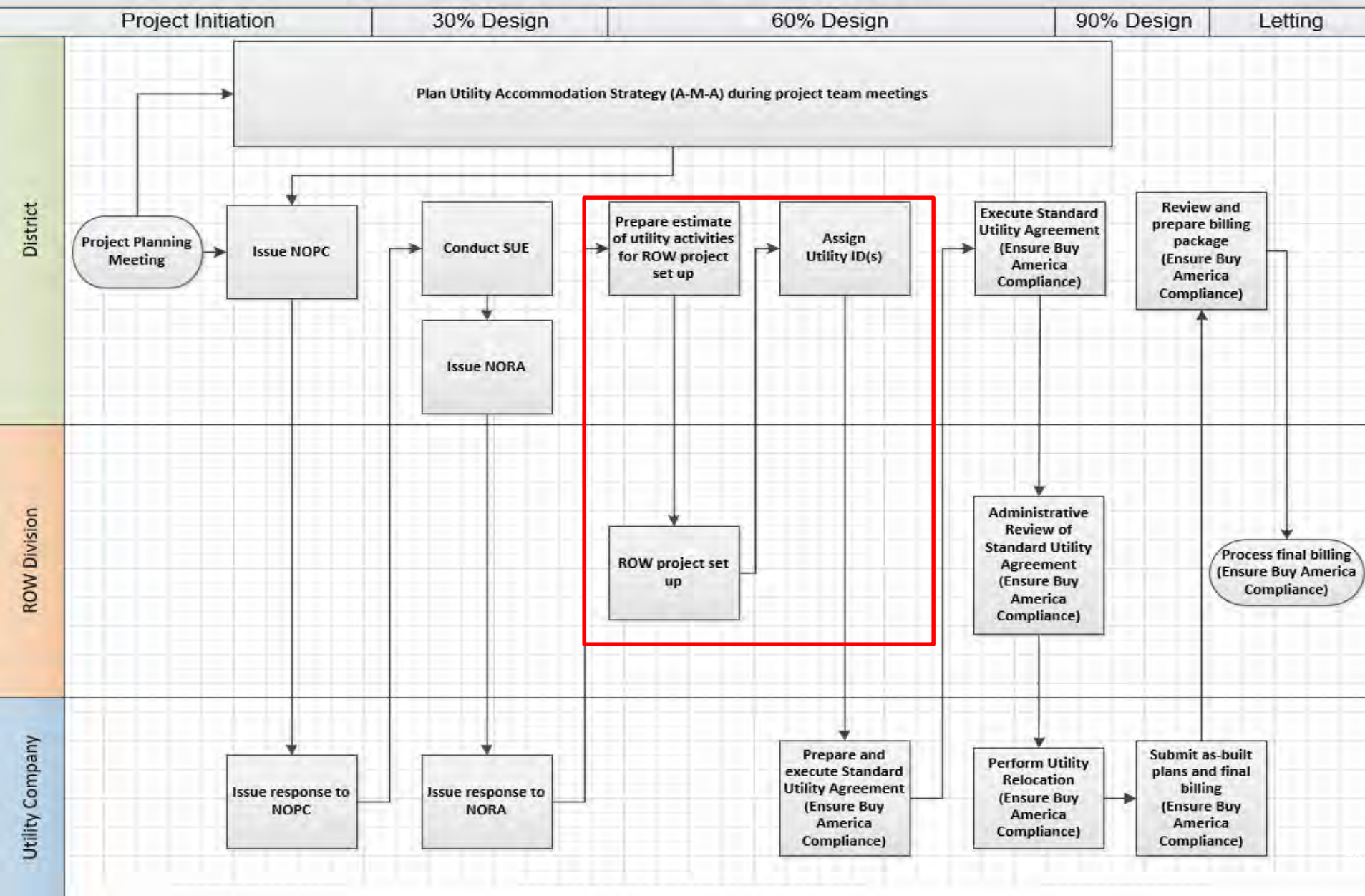
Please return by 1:30pm

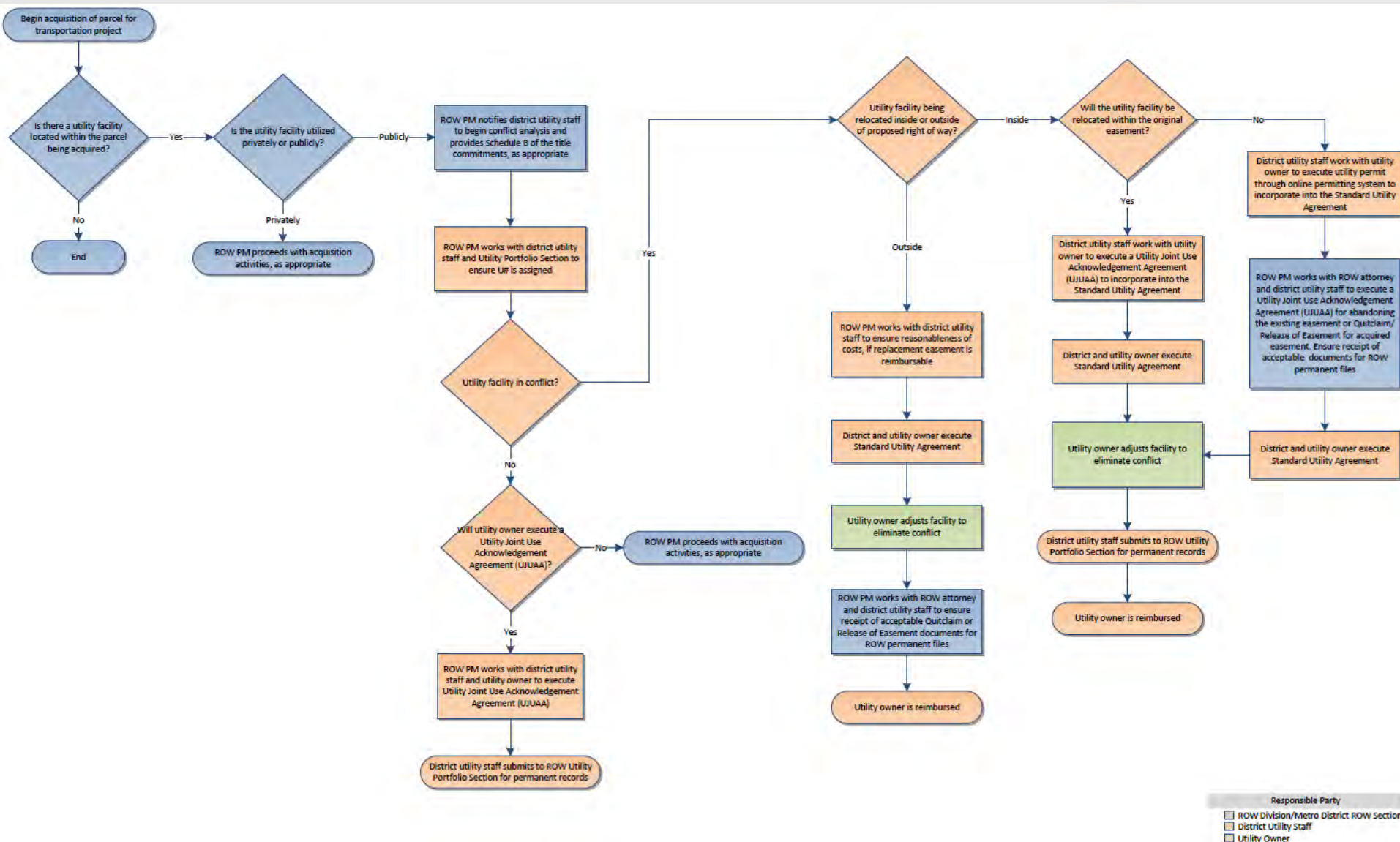


# Utility Accommodations Process



## TxDOT Utility Accommodations Process









☒ INITIAL R/W PROJECT ESTIMATE    ☐ R/W AGREEMENT ESTIMATE

Form ROW-RM-CSJ/TPC  
 (Rev. 9/19)  
 Page 1 of 2

(See Last Page for Instructions)

Date:

## ROW CSJ Form

1. DISTRICT NAME & NO.:	2. HWY/LIMITS:
3. CONSTRUCTION CSJ NO.:	4. TYPE OF RIGHT OF WAY WORK:
5. ROW CSJ NO.:	6. How was the estimate determined?
7. ROW PROJECT END DATE:	8. PROJECT ID:

## ESTIMATED TOTAL PROJECT COSTS

[ Click on (+) to ADD rows (-) to DELETE rows ]

Right of Way Activities (Object of Expenditures)	PID	Name of Utility / LPA and Executed AFA are Required for PID 503	Current Expenditures As of	Remaining Estimated Costs to Project Completion	Projected Total Estimated Cost of Project
Land Acquisition (336/7348)	400				
Appraisal (421/7253, 431/7253, 451/7254), Court Costs (408/7223, 437/7223), Title Fees (438/7222), Utility Rec. Fee (439/7210), Market Rental Fee (448/7461), Removal of Improvements (347/7346), Fees in Lieu of Mitigation (366/7348)	401				
Relocation (392/7348)	410				
Option to Purchase (421/7253, 431/7299, 438/7222, 439/7210)	420				
<b>Reimbursable</b> Utilities in ROW Project (393/7348)	500				
<b>Reimbursable</b> Utilities in Construction Contract (393/7348)	502				
<b>Non-reimbursable</b> Utilities in Construction Contract (393/7348)*	503				
<del>District Time Sheet Costs (function 600/blank)</del>	<del>601</del>				
ROWAPS Work Authorization (Function 600, Object 501/7299) UACV – Utility Accommodation Contract (Function 600, Object 426/7240)	600				
<b>TOTALS</b>					

\*Estimated costs and who is providing funding for any non-reimbursable utility adjustments in the construction contract are required. Obtain a copy of the executed AFA for Right of Way District and Right of Way Program Office files.

Submit by E-mail

NOTE: Function 130, Preliminary Engineering of Right of Way Data, should not be included in the estimated costs for any of the PIDs on this form. These costs are captured under the construction CSJ, mapping to Appn Code 13020.

Comments:

\*RMCSJ TPC\*



ESTIMATED TOTAL PROJECT COSTS						[ Click on (+) to ADD rows (-) to DELETE rows ]
Right of Way Activities (Object of Expenditures)	PID	Name of Utility / LPA and Executed AFA are Required for PID 503	Current Expenditures As of	Remaining Estimated Costs to Project Completion	Projected Total Estimated Cost of Project	
Land Acquisition (336/7348)	400					+
Appraisal (421/7253, 431/7253, 451/7254), Court Costs (408/7223, 437/7223), Title Fees (438/7222), Utility Rec. Fee & Market Rental Fee (439/7210), Removal of Improvements (347/7346), Fees In Lieu of Mitigation (366/7348)	401					-
Relocation (392/7348)	410					
Option to Purchase (421/7253, 431/7299, 438/7222, 439/7210)	420					
<b>Reimbursable</b> Utilities In ROW Project (393/7348)	500					+
<b>Reimbursable</b> Utilities In Construction Contract (393/7348)	502					+
<b>Non-reimbursable</b> Utilities In Construction Contract (393/7348)*	503					+
District Time Sheet Costs (function 600/blank)	601					-
ROWAPS Work Authorization (Function 600. Object 501/7299) UACV – Utility Accommodation Contract (Function 600, Object 426/7240)	600					
<b>TOTALS</b>						





## TABULATION OF UTILITY ADJUSTMENTS

Date: 1/30/2008

Federal Project No.: NA

District: PARIS

ROW CSJ: 0083-03-046

County of HOPKINS, Texas

Highway: SH 11

Utility Company	Utility Agreement Number	Estimate of Relocation by TXDOT	Estimate of Relocation by Utility
Atmos Energy	U-	\$ 250,000.00	\$ 236,000.00
TXU Electric Delivery (Transmission)	U-	\$ 120,000.00	\$ 75,000.00
Shady Grove WSC	U-	\$ 65,000.00	\$ 65,000.00
Sudden Link Communications	U-	\$ NR	\$ NR
People's Telephone	U-	\$ NR	\$ NR
Verizon	U-	\$ NR	\$ NR
ONCOR Electric Delivery	U-	\$ NR	\$ NR
Atmos Energy	U-	\$ NR	\$ NR
City of Sulphur Springs (Water)	U-	\$ 125,000.00	\$ 0.00
City of Sulphur Springs (Sewer)	U-	\$ 85,000.00	\$ 0.00
Total:		\$ 645,000.00	\$ 376,000.00

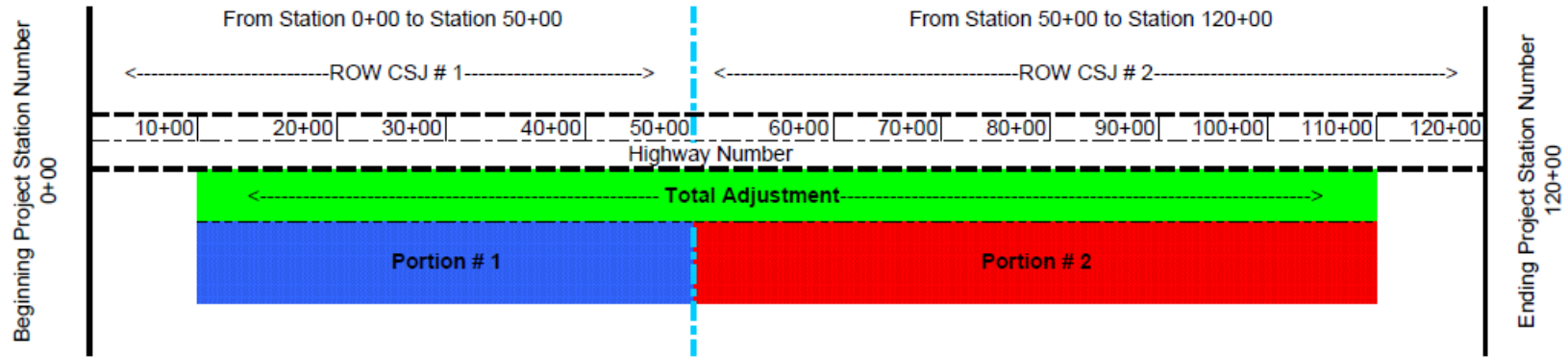
+ Utility



Texas Department of Transportation

## Utility Project with Multiple ROW CSJs

Right of Way Division



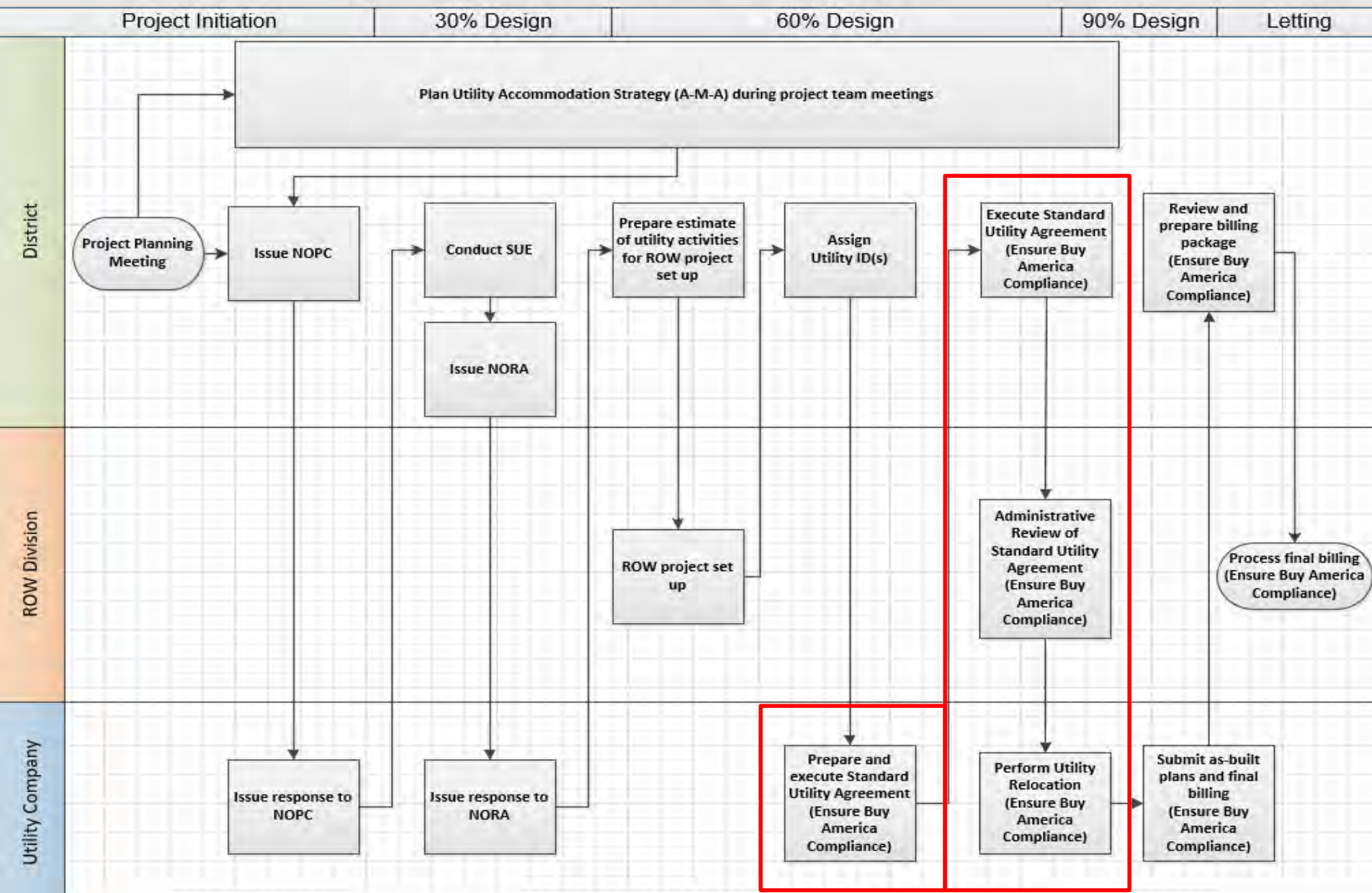
Example: Calculation of Percentage of Adjustment per ROW CSJ:	
Total Length of Adjustment = 10,000 Feet	Percent of adjustment in ROW CSJ # 1
Portion # 1 Length = 4,000 Feet	$4,000 \text{ feet} / 10,000 \text{ feet} = .40 \times 100 = 40\%$
Portion # 2 Length = 6,000 Feet	Percent of adjustment in ROW CSJ # 2
	$6,000 \text{ feet} / 10,000 \text{ feet} = .60 \times 100 = 60\%$

Therefore, by following the calculations above, 40% of the adjustment is in ROW CSJ # 1, and 60% of the adjustment is in ROW CSJ # 2

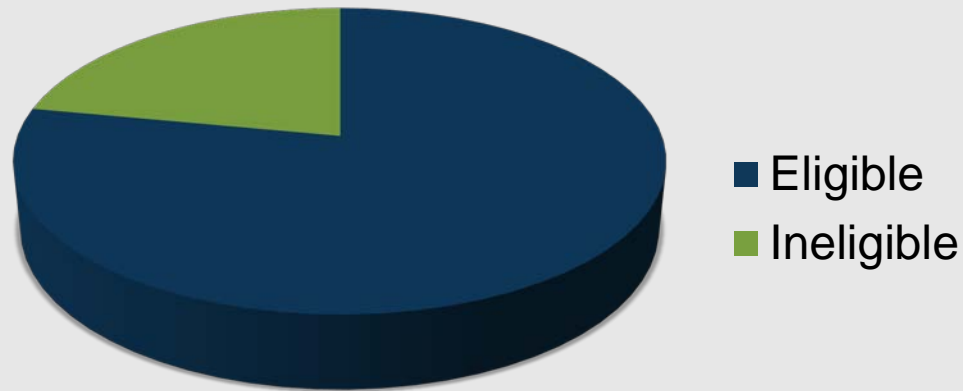
# Utility Accommodations Process



## TxDOT Utility Accommodations Process



## Eligibility



# Utility Considerations

Eligibility

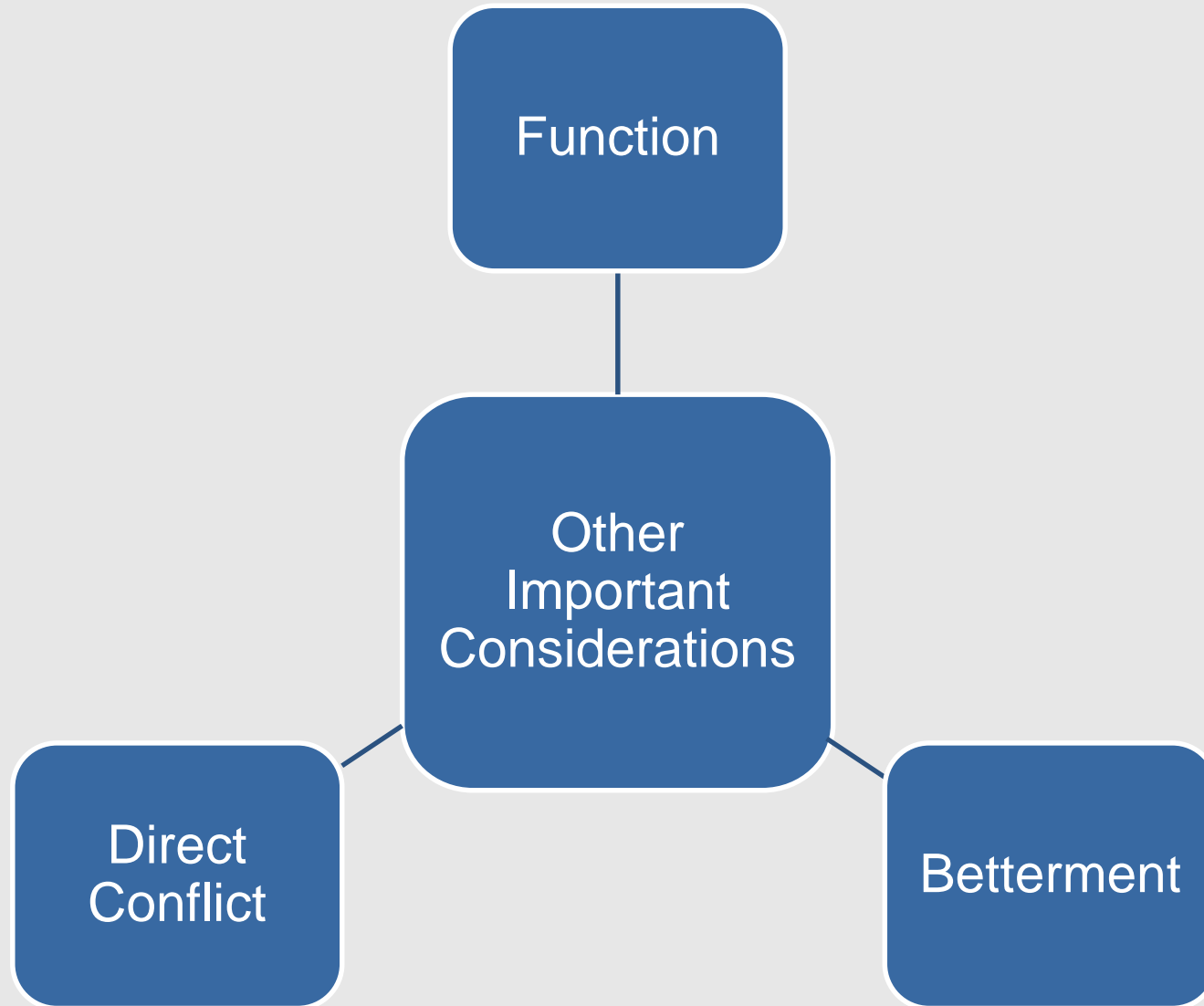




Eligibility for reimbursement is determined by a number of different factors. One such factor is:

- The type of roadway facility
  - Interstate roadways are 100% eligible.
  - Eligibility on Non-interstate roadways is based on the utility having an existing property interest (easement) in which the existing utility facility is located and is impacted by the proposed highway improvements.
  - Toll roads are 50% eligible, at a minimum. May be more if the utility can establish property interest.







## First Step (Type)

Interstate

Non-Interstate

Toll Facility

## Second Step (Proof of Compensable Interest)

Not Applicable

Easement  
Documentation

Easement / Toll  
Designation  
Documentation

## Third Step (Calculate Ratio)

Not Applicable

Eligibility Ratio

Eligibility Ratio

## Fourth Step (Other Considerations)

Function

Direct Conflict

Betterment



# ROW Utility Manual – Chapter 8, Section 2

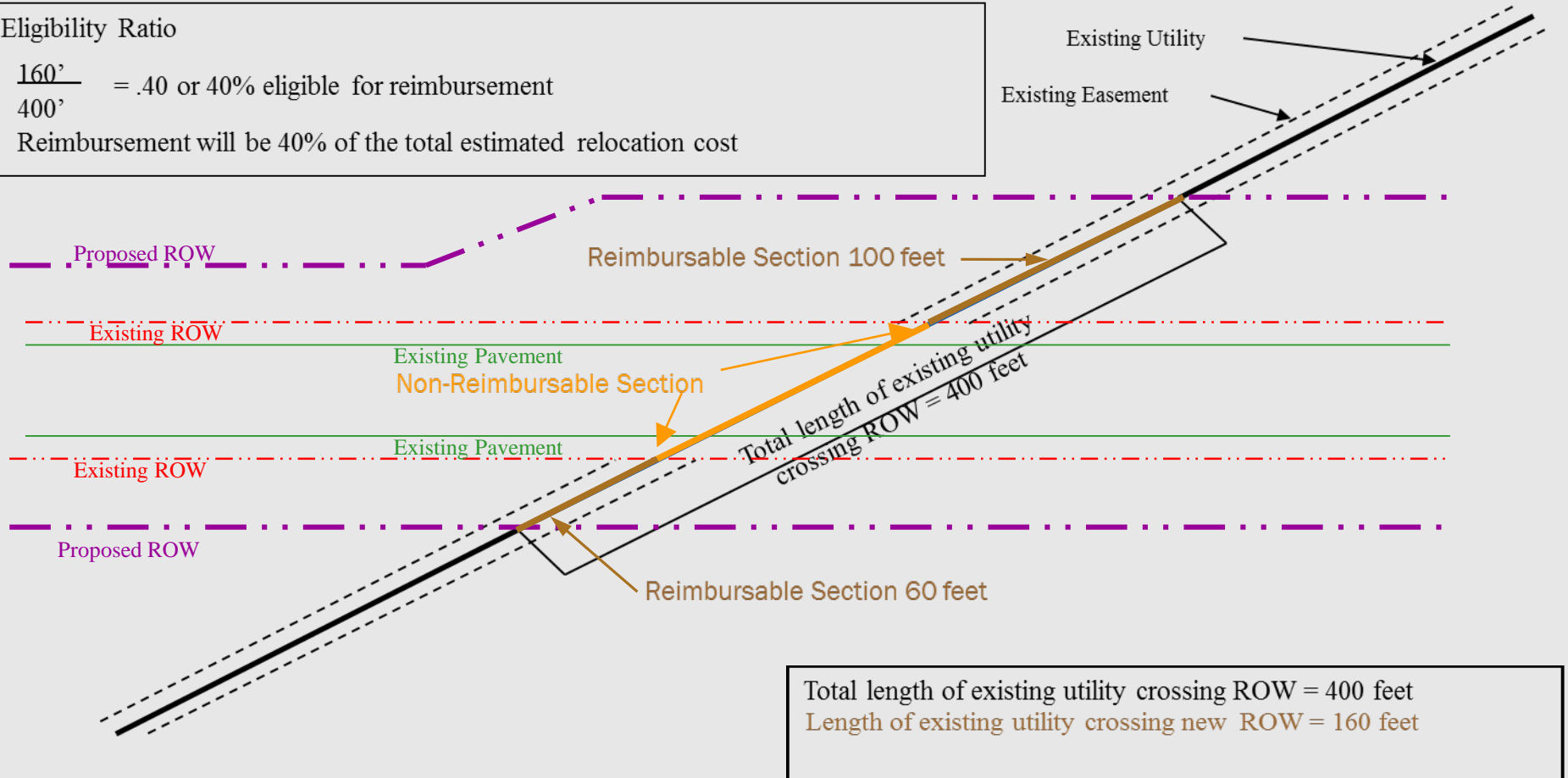
# Eligibility Ratio

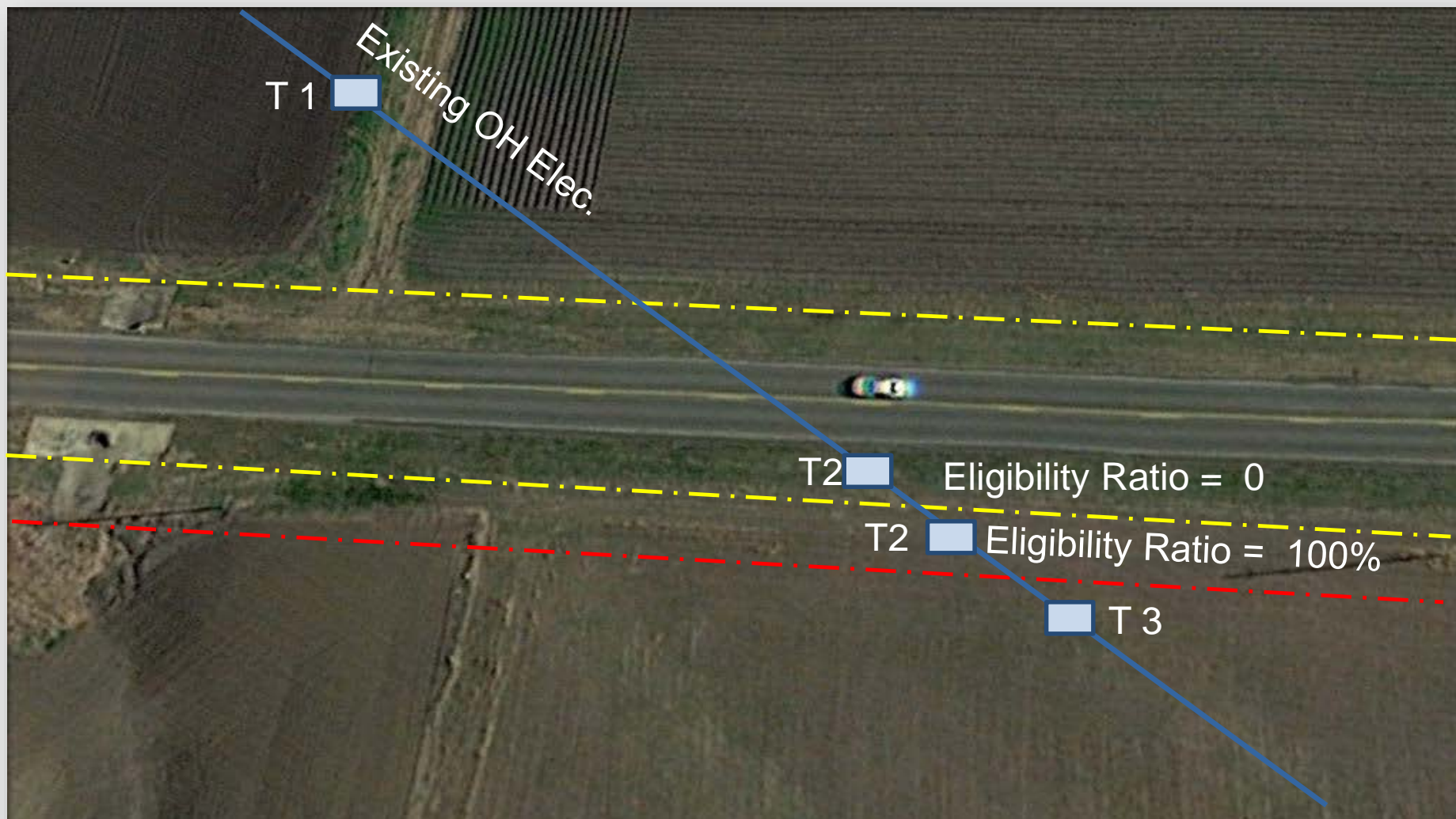
## Calculating Eligibility For Reimbursement

### Eligibility Ratio

$$\frac{160'}{400'} = .40 \text{ or } 40\% \text{ eligible for reimbursement}$$

Reimbursement will be 40% of the total estimated relocation cost





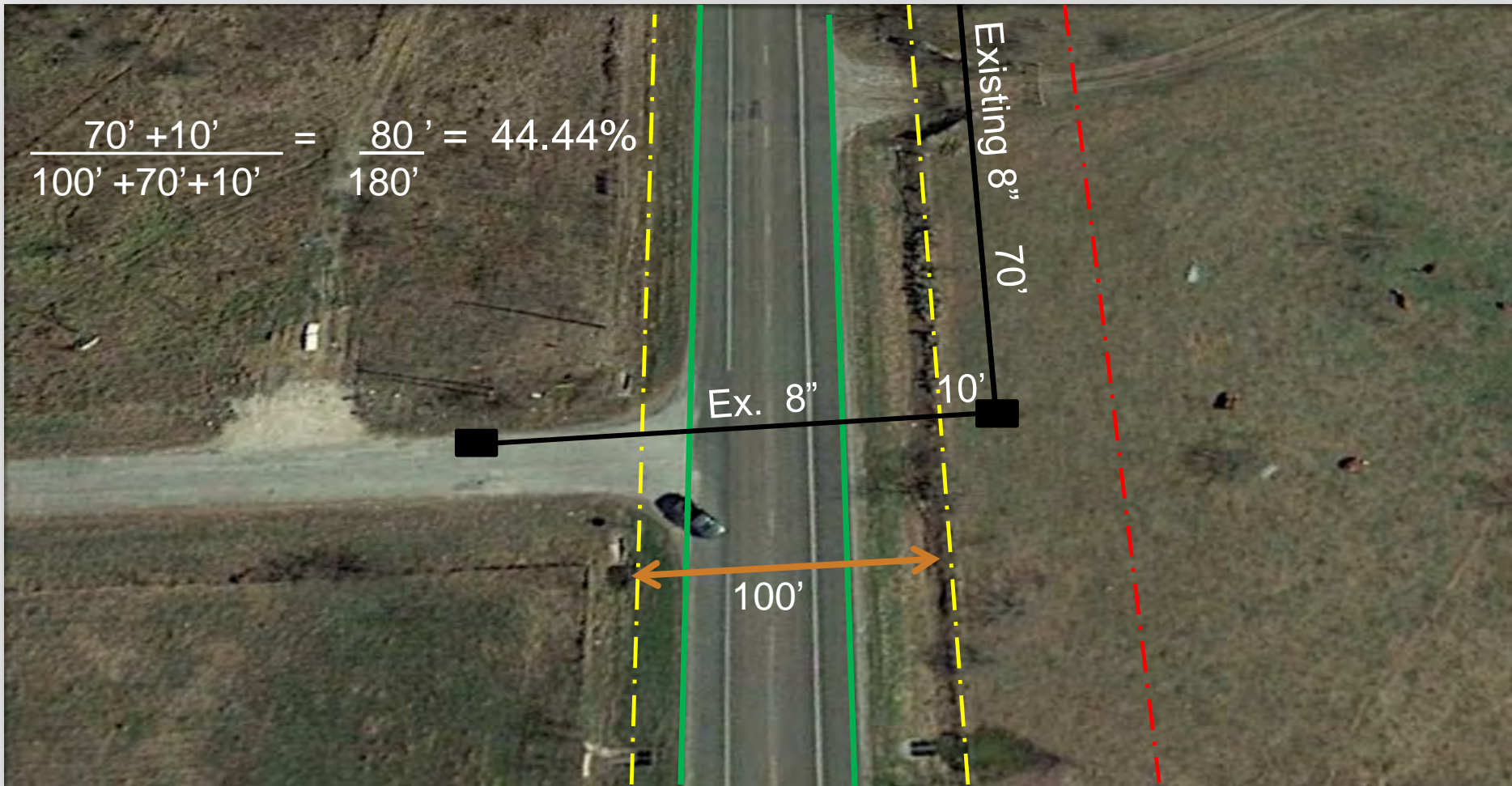
Proposed ROW  
Existing Tower

Existing ROW





$$\frac{70' + 10'}{100' + 70' + 10'} = \frac{80'}{180'} = 44.44\%$$



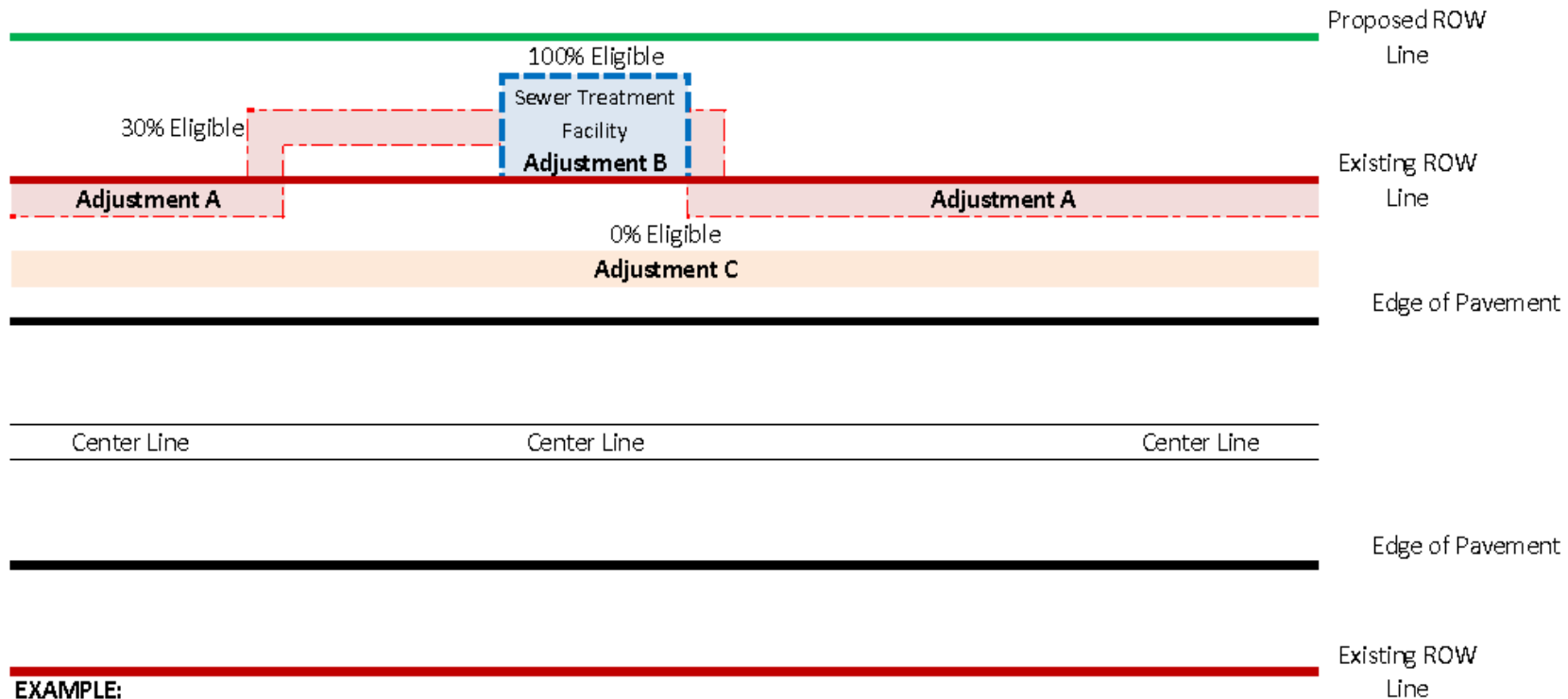
— · — · — Proposed ROW

— · — · — Existing ROW

— Edge of Payment

■ Man Hole

# Eligibility – Composite Eligibility Ratio Example



## EXAMPLE:

Facility to be adjusted	Cost of Adjustment	Individual Eligibility Ratio	X, Y & Z Factors
City Sanitary Sewer – Adjustment A	\$300,000	30%	X = \$90,000
City Sewer Treatment – Adjustment B	\$100,000	100%	Y = \$100,000
City Water Line – Adjustment C	\$20,000	0%	Z = \$0

$$A+B+C = \$420,000 \quad X+Y+Z = \$190,000$$

$$CER = X+Y+Z/A+B+C = 190,000/420,000 = .452381 * 100 = 45.24\%$$

A = Total cost to complete Adjustment A (including engineering, ROW replacement, etc.)

B = Total cost to complete Adjustment B (including engineering, ROW replacement, etc.)

C = Total cost to complete Adjustment C (including engineering, ROW replacement, etc.)

X = "A" times the Eligibility Ratio for Utility "A"

Y = "B" times the Eligibility Ratio for Utility "B"

Z = "C" times the Eligibility Ratio for Utility "C"



# Utility Considerations

Betterment

## What is Betterment?

A betterment is any improvement or upgrade to the existing facility at the time the adjustment or relocation effort is made. Betterments, unless they are forced, are not eligible for reimbursement.

### Example



## Types of Betterment

**Elective  
(Choice)**



**Forced  
(Required)**





## First Step

Existing  
Facility

(Type, Size,  
Length and  
Capacity)

## Second Step

Proposed  
Facility

(Type, Size,  
Length and  
Capacity)

## Third Step

Identify  
Upgrades or  
improvements

## Fourth Step

Betterment  
Ratio

$$\text{Betterment Ratio} = \frac{\text{Elected Betterment Cost} - \text{Replacement "in-kind" Cost}}{\text{Elected Betterment Cost}}$$



Put your questions in the Chat  
Or  
Raise your hand





Eligibility on Non-Interstate roadways is based on \_\_\_\_\_ (in the chat window)?



In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way?

- a) True
  - b) False
- Answer**



Use green checkmark when you return







# Utility Considerations

## Utilities in the Highway Contract



## Joint Bidding



## What is Combined Transportation Utility Construction (CTUC) or joint bidding?

There are times when the utility does not have the resources to handle the scope or level of complexity of the adjustment or relocation work and meet the TxDOT project letting schedule.

If it is a benefit to TxDOT, the utility can be presented with the option to include the work in the TxDOT roadway contract.

The utility adjustment / relocation work would then be constructed by the TxDOT contractor.

## Construction Partnering





## When is an AFA needed?

Anytime that ineligible utility work is included in the highway contract.

## What is an Advance Funding Agreement (AFA)

An agreement that specifies the scope and nature of the utility coordination and accommodation efforts. This is a project level or utility-specific agreement.

An agreement where the utility advances or contributes funds to the TxDOT project for any ineligible cost for utility work that has been included in the TxDOT construction project as joint bid work. This is an agreement to commit or contribute funds.



CSJ # \_\_\_\_\_  
District # \_\_\_\_\_  
Code Chart 64 # \_\_\_\_\_  
Project: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

## ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and \_\_\_\_\_ ("Utility"),

### WITNESSETH

**WHEREAS**, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

**WHEREAS**, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway, and,

**WHEREAS**, Texas Transportation Commission Minute Order Number \_\_\_\_\_ authorizes the State to undertake and complete a highway improvement generally described as: \_\_\_\_\_ ("Project"); and,

**WHEREAS**, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

### AGREEMENT

#### 1. Time Period Covered

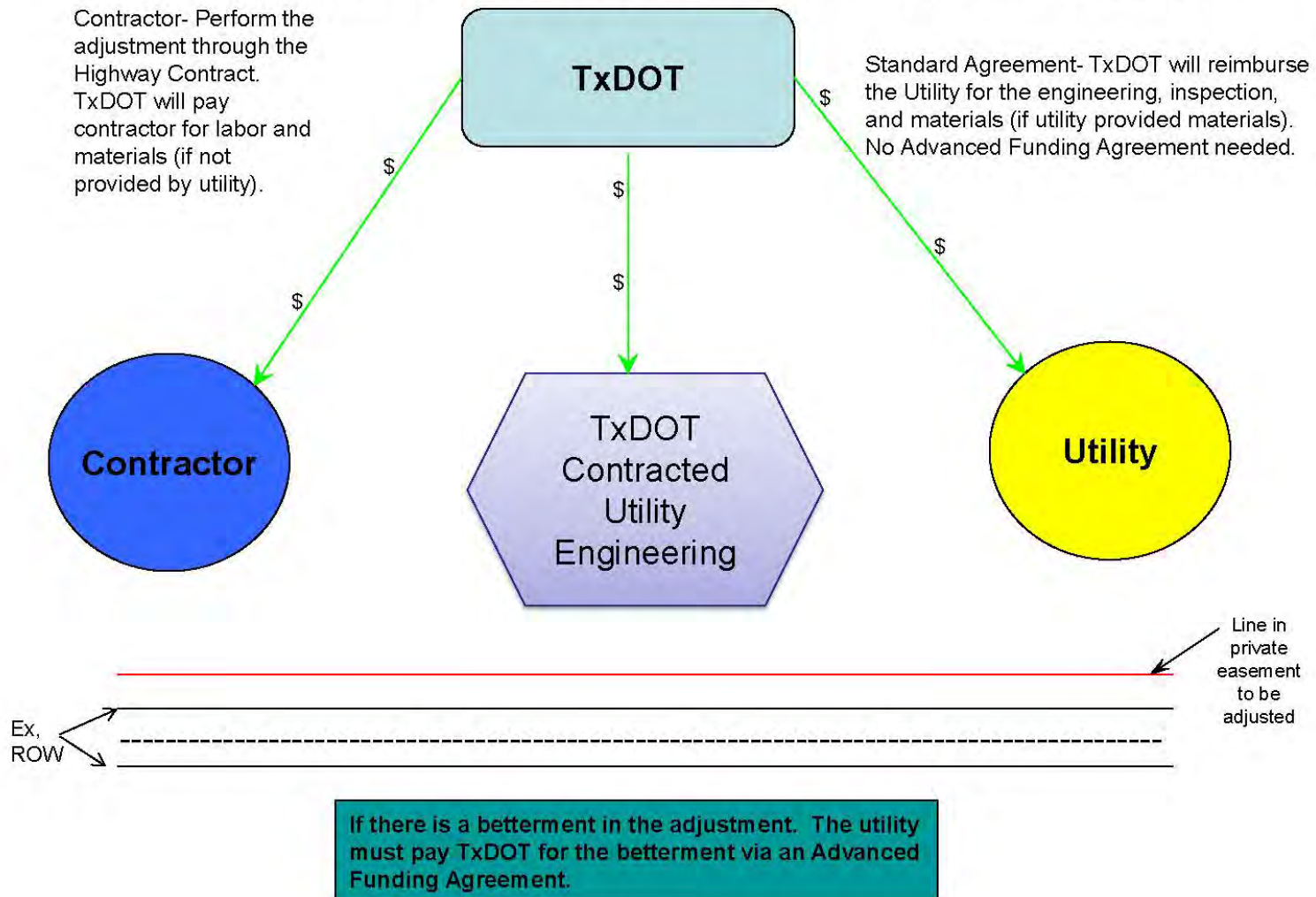
This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

#### 2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

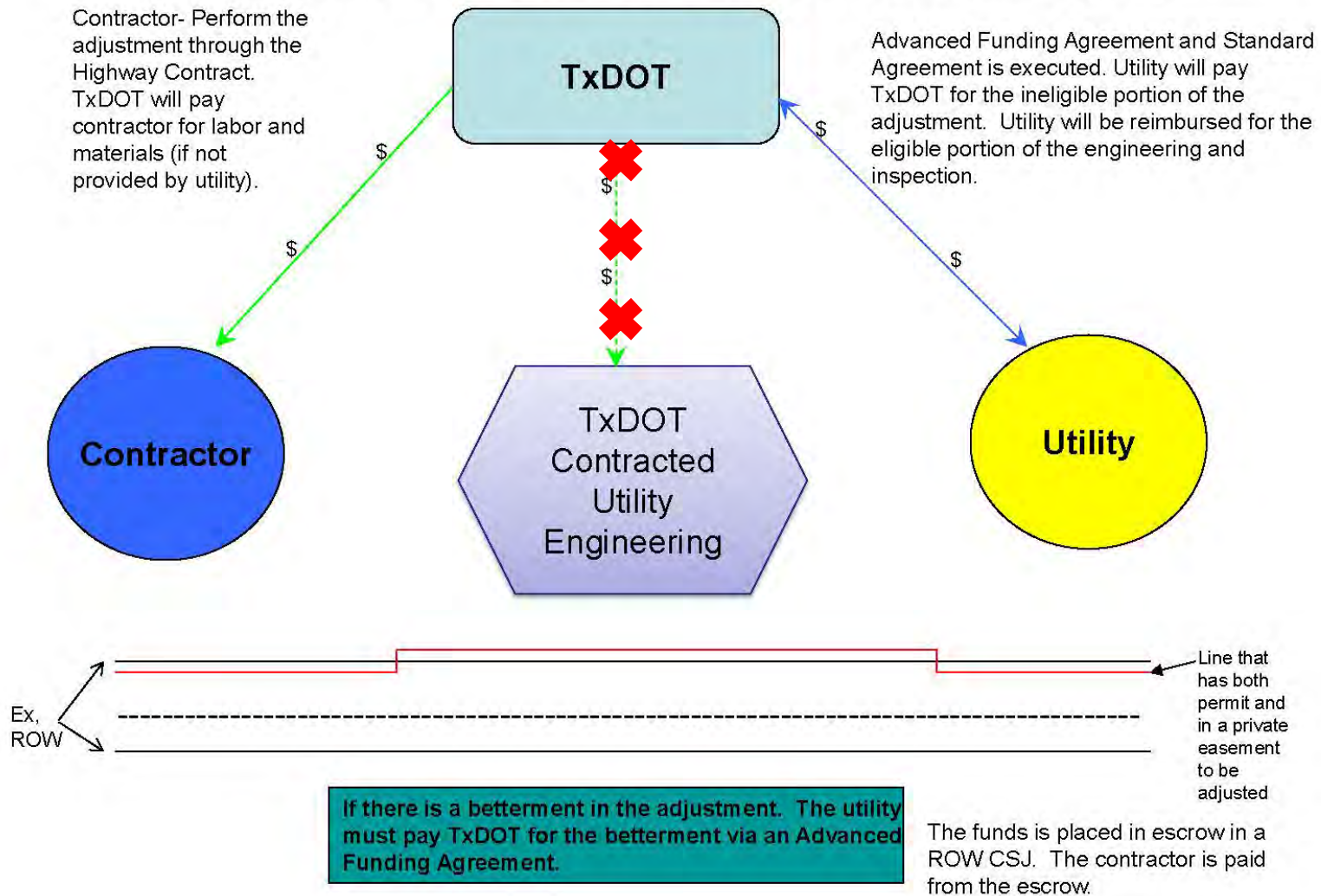


## Utility Adjustment in the Highway Contract- 100% Eligible





## Utility Adjustment in the Highway Contract- Partial Eligible



# Advance Funding Agreements (AFA) – Attachment B



U-Number – U10000

Total Estimated Costs

\$ 212,435.68 ← Total Cost = Construction Labor + Materials

Less Betterment Amount Due from Utility

\$ 0.00

**Amount of total utility relocation Costs**

**\$ 212,435.68**

Estimated Amount Eligible for Reimbursement

(Calculated eligibility Ratio – 14.06 %) ← Relocation Eligibility Ratio

\$ 29,868.46 ← Amount TxDOT Responsible for

Amount of Utility Adjustment Due from Utility

\$ 182,567.22 ← Amount Utility Responsible for

**Estimated amount to be included in Construction Agreement**

A. Betterment \$

B. Utility Adjustment \$ 212,435.68 ← Total Cost

**GRAND TOTAL** **\$ 212,435.68**

1.00  
2.00

Betterment Calculation:

Total Costs of Betterment (Estimated)	\$ 0.00
Total Costs of Project (Estimated)	\$ 212,435.68

*Betterment Percentage for final cost determination: \_\_\_\_% of final cost of relocation  
Determination of Betterment – Comparison of estimated cost to replace “as is”  
versus estimated costs associated with the betterment.*

Item A:

Item B:

AFA Utility

Page 1 of 1

Attachment B

# Standard Utility Agreement – Attachment “A”, Cost Estimate



ITEM NO	TxDOT BIO ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
<b>WATERLINE RELOCATIONS</b>						
1**	7156	6014 CASING PIPE (80R)(30 IN STEEL)	LF	100	\$ 430.00	\$ 43,000.00
2**	7156	6016 TAPPING SLEEVE (16"X12" COMPLETE)	EA	2	\$ 20,000.00	\$ 40,000.00
3	7156	6017 WATER TIE IN (16" X12") (COMPLETE)	EA	2	\$ 2,600.00	\$ 5,200.00
4**	7156	6015 WATER PIPE (16" OR CLASS 250)	LF	193	\$ 265.00	\$ 51,145.00
5**	7156	6002 CASING PIPE (OPEN CUT)(24" STEEL)	LF	35	\$ 190.00	\$ 6,650.00
6	402	6001 TRENCH EXCAVATION PROTECTION	LF	35	\$ 1.80	\$ 63.00
7	401	6002 TEMPORARY SPL SHORING	LF	75	\$ 17.00	\$ 1,275.00
8**	7156	6007 DUCTILE IRON FITTINGS (4" THRU 34")	TON	0.5	\$ 3,000.00	\$ 1,500.00
9	500	6001 MOBILIZATION	LS	1	\$ 10,739.15	\$ 10,739.15
<b>SUBTOTAL WATER</b>						<b>\$ 159,572.15</b>
<b>GAS MAIN RELOCATIONS</b>						
<b>GAS MAIN - LINE A (SHARON DRIVE EAST)</b>						
10	7159	6001 NGP MAIN (4 DIA PE 240)(270R DR 13)	LF	565	\$ 40.00	\$ 22,600.00
11**	7159	GAS VALVE ADJUSTMENT	EA	1	\$ 250.00	\$ 250.00
12**	7159	6015 VALVE BOX (COMPLETE)(6 DIA)	EA	1	\$ 500.00	\$ 500.00
13	402	6001 TRENCH EXCAVATION PROTECTION	LF	565	\$ 1.80	\$ 1,017.00
14	402	6001 MOBILIZATION	LS	1	\$ 2,478.26	\$ 2,478.26
<b>SUBTOTAL GAS</b>						<b>\$ 26,845.26</b>

TxDOT Contractor

**\$ 212,435.68**

Amount to be Reimbursed to  
Utility before eligibility ratio

**\$ 141,599.20**

Sub-Task 3		Construction Phase Services		\$ 17,883.80		
See Attachment A.1 for breakdown				<b>SUBTOTAL \$ 117,613.20</b>		
Estimated Cost						
		City Engineer	Project Admin	Sr. Construction Insp	Total Hours	Total Effort
		Hourly Rate	\$74.00	\$43.00	\$56.00	
Design/Agreement Development	PM/Administration	20	15		35	\$ 2,125.00
	PM/Administration	15	8		23	\$ 1,454.00
Construction Phase	Submittal Review	5		8	13	\$ 818.00
	Field Inspection			135	135	\$ 7,560.00
	BACT			4	4	\$ 224.00
	Soil/Material Testing (3rd party testing Lab) <sup>3)</sup>					\$ 11,735.00
						<b>SUBTOTAL \$ 23,916.00</b>

3) See Attachment A.2 for breakdown

3) See Attachment A.2 for breakdown

WATER AND GAS TOTAL \$ 212,435.68  
PROFESSIONAL SERVICES \$ 117,613.20  
ADMINISTRATIVE COSTS \$ 23,916.00  
TOTAL \$ 353,964.88

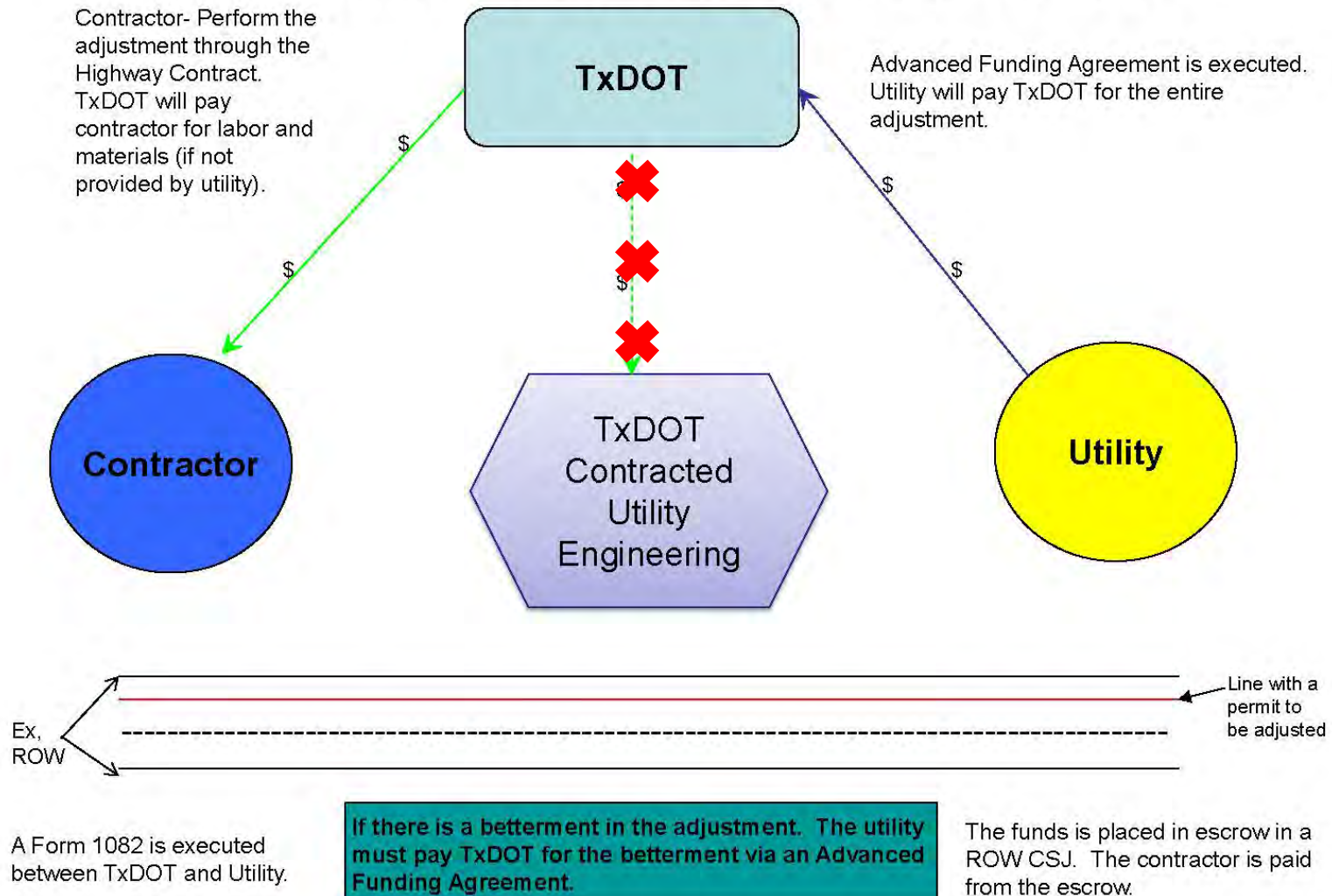
\*\* Materials are to be 'Buy America' compliant. Otherwise, materials with no double asterisk are exempt from 'Buy America' provisions

Eligibility Ratio for this agreement is 14.06% (see AFA)  
The totals for Engineering and Administrative costs:  
 $\$117,613.20 + \$23,916.00 = \$141,529.20$   
 $\$141,529.20 * .1406 = \$19,899.01$  (Eligible for Reimbursement)

Cost paid by Utility, reimbursable  
through this agreement



## Utility Adjustment in the Highway Contract- 0% Eligible





# Utility Considerations

## Exceptions to Policy






### **§21.35. Exceptions**

- a) Exceptions to any provisions contained in the utility accommodation shall be justified and recommended for approval by the district engineer and authorized by:
  - 1) The Right of Way Division Director for all facilities occupying the right of way; or
  - 2) The Maintenance Division Director, when use and occupancy agreement is received for proposed utility facility installation on an existing highway.

- Utility Accommodation Rules





**CERTIFICATION FOR UTILITY ACCOMMODATION**

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

Utility ID:	Exception To:
U No.:	Permit No.:
Utility Name:	Utility Accommodation Limits:
District:	County:
ROW CSJ:	Construction CSJ:
Federal Proj. No.:	Highway:

Hide Exception

Exception: Section: Subsection: Chapter: Section:

Nature of Exception:

+ -

Pursuant to authorities vested in 43TAC, Chapter 21, Section 21.35, the undersigned hereby certifies the following:

The proposed utility accommodation accompanying this certification has been found to not fully comply with provisions of the Utility Accommodation Rules as codified and judicially noticed.

After investigation and analysis of all pertinent information, it is determined the proposed accommodation is compatible with, and does not jeopardize, the public's safety, convenience, or investment in the highway facility and/or offers no impediment to the design, construction, operation or maintenance of the highway facility.

**Certified and Recommended for Approval by:**

<div></div>	<div></div>
District Engineer	Date
District	

**Authorized by:**

<div></div>	<div></div>
Director, Right of Way Division	Date

Contact/Help

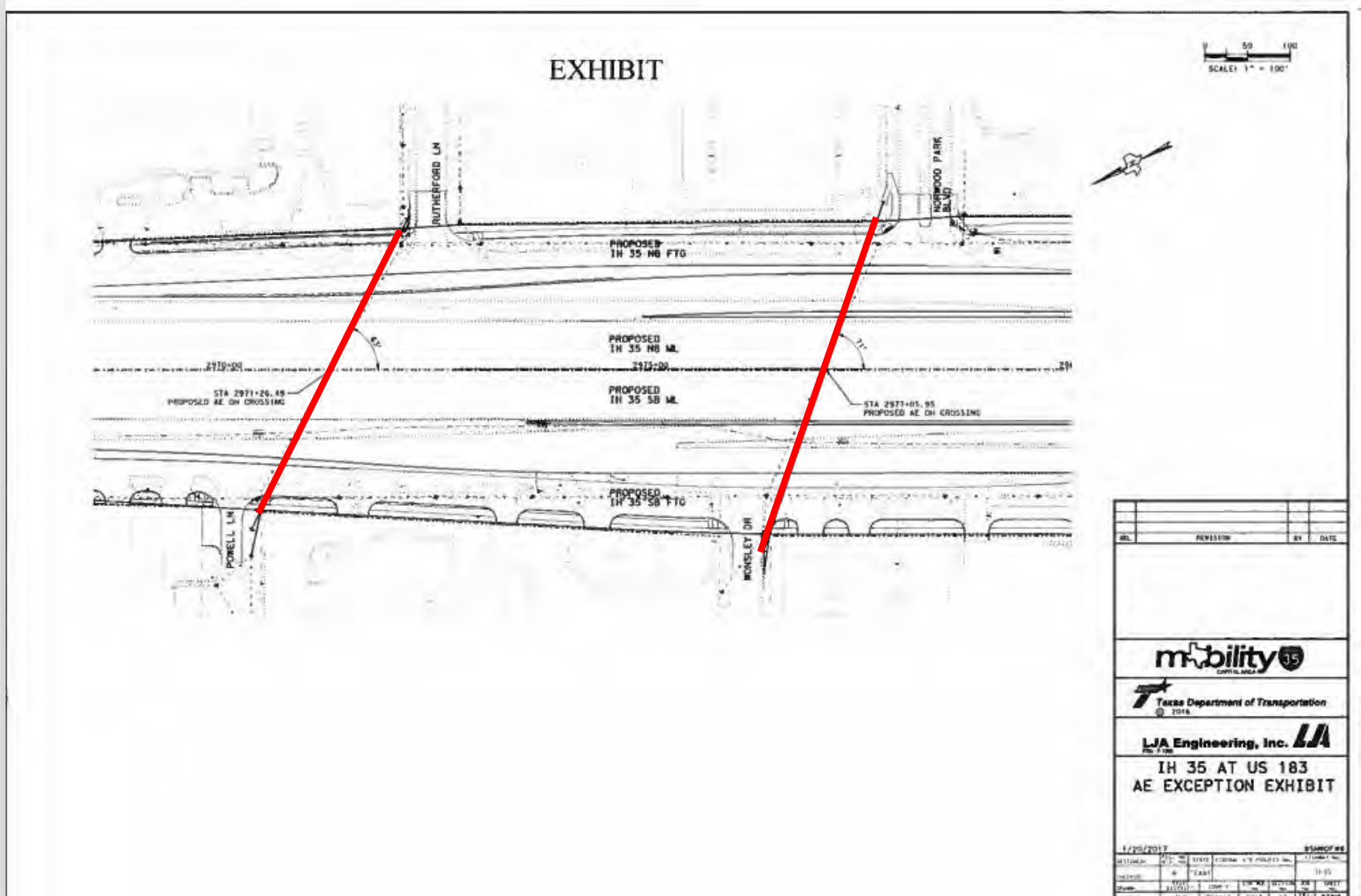


### **§ 21.37. Design.**

#### **(b) Location.**

**(3)** New Utility Facilities crossing the highway shall be installed at approximately 90 degrees to the centerline of the highway.

- Utility Accommodation Rules





## **§21.40. Underground Utilities.**

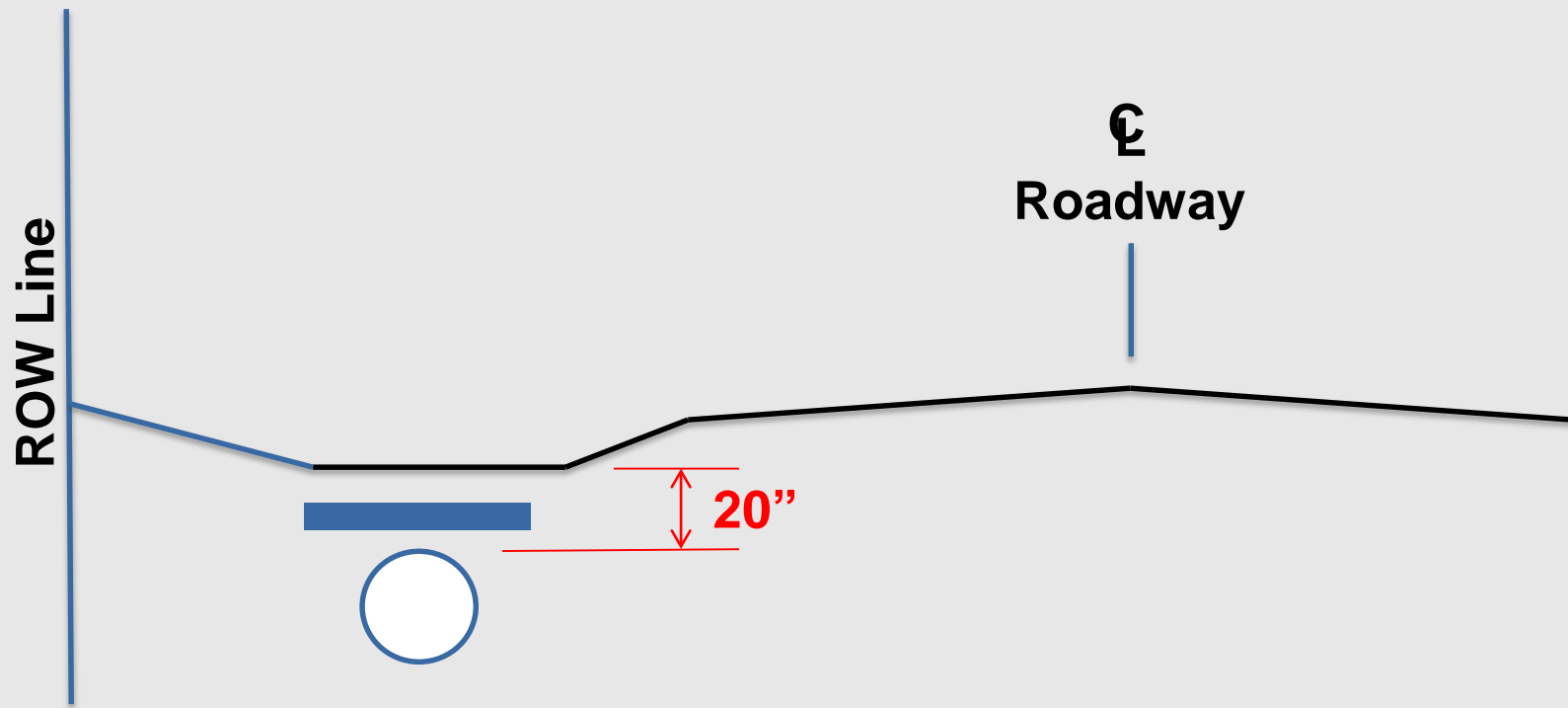
### **(c) Water lines.**

**(2) Depth of cover.** The minimum depth of cover shall be 30 inches, but not less than 18 inches below the pavement structure for crossings.

- Utility Accommodation Rules



## Longitudinal Water Facility



## Exception Example



Put your questions in the Chat  
Or  
Raise your hand





What does the acronym “AFA” represent?

- a) Advanced Funding Agreement **Answer**
- b) Alternative Form of Amount
- c) Accelerated Funding Agreement
- d) Application for Adjustment
- e) Another Freaking Acronym



Who recommends an Exception to Policy for approval and who approves the Exception? (choose all that apply).

- a) District Engineer **Answer**
- b) Right of Way Division Director
- c) Maintenance Division Director
- d) District TP&D Director
- e) None of the above

Will start  
tomorrow at  
10:00am!







# TxDOT Utility Coordination

ROW 101 – Day 2

July 2020 Edition





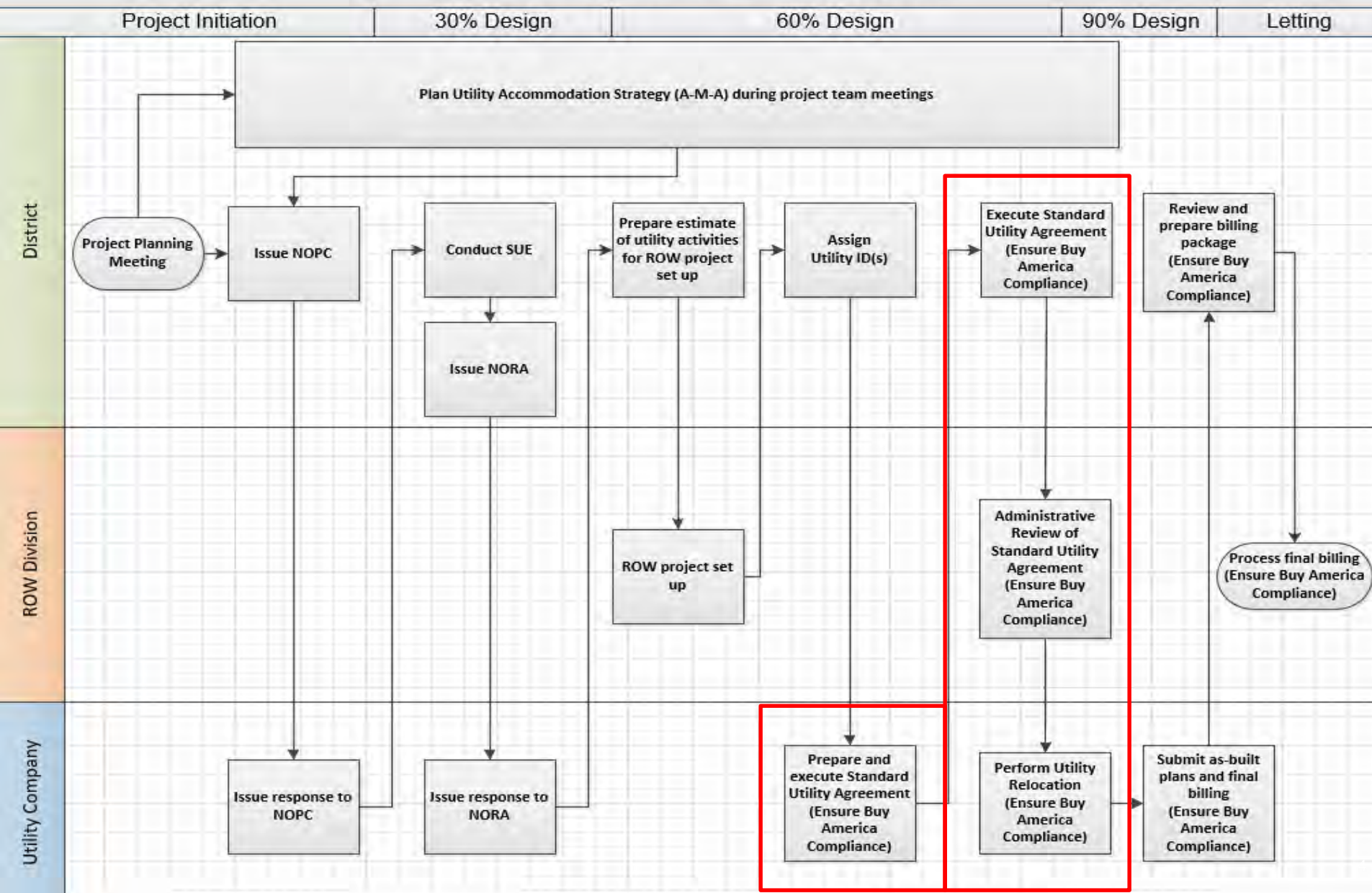


- Utility Coordination (continued)
- Buy America/Iron & Steel Preference Provisions
- Cost Estimating
- Monitoring Progress
- Recap of Days 1 & 2

# Utility Accommodations Process



## TxDOT Utility Accommodations Process







# Utility Considerations

## Utility Agreement Development







## 43TAC §21.21 through §21.24

43TAC, Part 1 affects TxDOT operations. It is necessary to be familiar with the applicable parts and sections of 43TAC. Utility Agreements (43TAC §§21.21 through 21.24) states that the following will be in accordance with a written agreement between the State and the utility or LPA, whichever is applicable:

- Adjustment;
- Relocation;
- Removal of utility facilities on the State highway system; and
- Reimbursement for the costs of the work.



## Sec. 203.092. Reimbursement For Relocation of a Utility

A utility shall make a relocation of a utility facility at the expense of this state if relocation of the utility facility is required by improvement of:

A highway in this state established by appropriate authority as part of the National System of Interstate and Defense Highways and the relocation is eligible for federal participation;

Any segment of the state highway system and the utility has a compensable property interest in the land occupied by the facility to be relocated.

A segment of the state highway system that was designated by the commission as a turnpike project or toll project before September 1, 2005.



### FUP

## Federal Utility Procedures

All utility adjustments are eligible for reimbursement by Federal law for Interstate projects.

---

### SUP

## State Utility Procedures

Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway projects require a determination of eligibility.

---

### LUP

## Local Utility Procedure

On local public agency (LPA) projects with TxDOT cost participation, a written agreement between TxDOT and the utility is not required.

---



Master Utility  
Agreement

Standard  
Utility  
Agreement

Supplemental  
Utility  
Agreement

Utility Joint  
Use  
Agreement

Utility  
Installation  
Request  
(Permit)



## Master Utility Agreement



### TEXAS DEPARTMENT OF TRANSPORTATION MASTER UTILITY AGREEMENT

This Agreement between the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT") and \_\_\_\_\_ ("Utility")(each a "Party" and collectively the "Parties") delineates the responsibilities of the Parties with respect to the coordination and possible relocation of certain utilities resulting from TxDOT transportation projects (the "Project" or "Projects").

#### RECITALS

1. Utility owns, operates, and maintains utility facilities throughout the State of Texas.
2. TxDOT has various Projects throughout the State of Texas. On occasion these Projects require the relocation of Utility's facilities.
3. To facilitate the planning, design, safe construction, and ultimate operation of TxDOT Projects, the Parties will identify the location and nature of Utility's facilities on such Projects.
4. The Parties desire to delineate TxDOT's plan for addressing any Utility conflict and the process and requirements of both Parties for all TxDOT Projects across Texas through the life of a Project.
5. As part of the Utility's conflict process, the Parties have determined that it is in their mutual best interest to coordinate communications and actions on a Project from the initial planning stage through the completion of the Project to avoid unnecessary costs or delays to either party. The Parties have also determined that design should first consider feasible conflict avoidance before any Utility accommodation is recommended or requested as part of a Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties mutually agree as follows:

#### A. PLANNING STAGE

1. Upon initiation of a Project, TxDOT will provide a Notice of Proposed Construction ("NOPC") to Utilities believed to have facilities in and around the Project, in a form substantially similar to that attached in Exhibit "A."
2. The Parties shall cooperate to identify potential conflicts between a Utility's facility and the Project and work towards the most effective resolution of such conflicts.
3. If Utility's conflicts cannot be avoided, the Parties will work toward the most effective resolution of such conflicts, which may include Utility facilities accommodation.

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility





Master Utility  
Agreement

Standard  
Utility  
Agreement


Supplemental  
Utility  
Agreement

Utility Joint  
Use  
Agreement

Utility  
Installation  
Request  
(Permit)



## Standard Utility Agreement

  
Form ROW-U-35  
(Rev. 10/20)  
Page 1

### STANDARD UTILITY AGREEMENT

U Number:  Utility ID:

District:  County:   
Federal Project No.:  Highway:   
ROW CSJ:  From:   
Highway Project Letting Date:  To:

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and  ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the State.

**WHEREAS**, the State has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "Highway Project");

**WHEREAS**, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: Enter scope of work here or submission will not be complete; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the State will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

**WHEREAS**, the State, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

**NOW, THEREFORE, BE IT AGREED:**

The State will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for State participation.

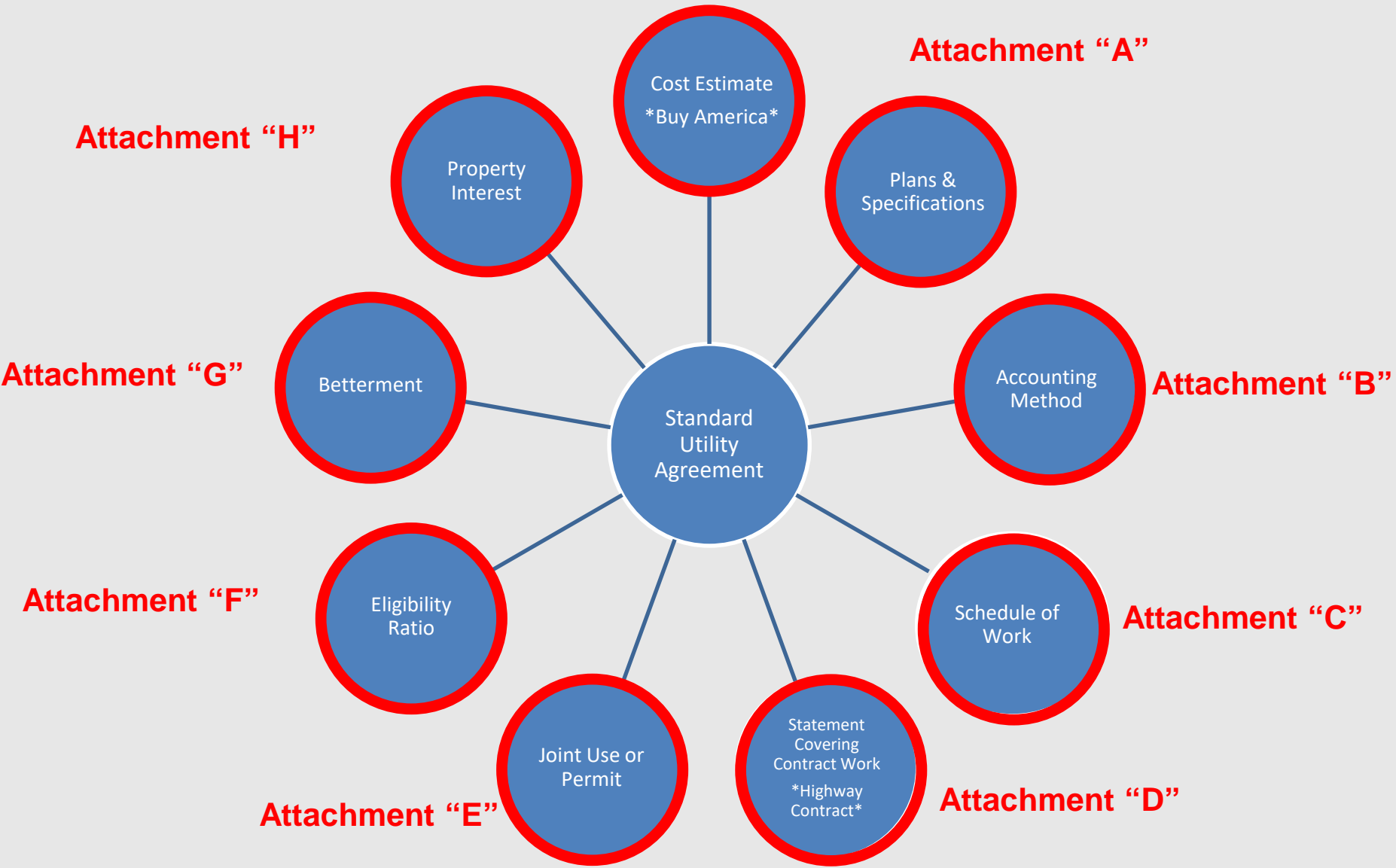
All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The Utility shall supply, upon request by the State, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

Initial Date  
TxDOT

Initial Date  
Utility





CFR: 645.113

(c) The agreement shall be supported by plans, specifications when required, and **itemized cost estimates** of the work agreed upon, including appropriate credits to the project, and shall be sufficiently informative and complete to provide the TD and the FHWA with a clear description of the work required.

Plans – TAC: 21.22

(2) plans and specifications sufficient to determine the proposed location of the facility;



- 23 USC 313
- 23 CFR 635.410
- Transportation Code 223.045
- Senate Bill 1289
- Buy America Guidelines







Form ROW-U-35  
(Rev. 10/20)  
Page 5

## Attachment “A” Plans, Specifications, and Estimated Costs

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

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



Form ROW-U-35  
(Rev. 09/15)  
Page 4

## Attachment “A” **Plans**, Specifications, and Estimated Costs

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

### Plans – Chapter 6, Section 2 of the ROW Utility Manual

- Need to be legible
  - Scanned copy of plans can be difficult to read
  - Prior to execute, review the plans to ensure the plans are legible
- Facilities remain in place, removed, and/or abandoned should be labeled accurately and appropriately.
- Clearly show Existing and Proposed TxDOT ROW, to verify Eligibility Ratio Calculation (see Attachment F)
- Plans will need to show the conflict between the utilities facility and the proposed highway construction
- Existing and proposed utility easement, if applicable
- Proposed and existing utility facility, size and material for Betterment Calculation (see Attachment G)

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility



Form ROW-U-35  
(Rev. 09/18)  
Page 4

## Attachment “A” Plans, Specifications, and Estimated Costs

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

### Estimate – Chapter 7 of the ROW Utility Manual

- Identify the materials subject to Buy America compliance with an (\*)
  - Materials will need to be verified prior to installation by the District
- The estimate should contain the complete narrative of the work to be performed, and should be matched to the Scope of Work (SOW) on the Form ROW-U-35 and the Plans under Attachment “A”
- Distinguish between contract work and “in-house” work
  - For Example: Engineering and Construction
- How is overhead applied?
  - To each category (Labor, Material, equipment, etc.)
  - To the entire project
    - Note: Overhead can only be charged once!
- Easement replacement cost/valuations should be verified by ROW Project Delivery

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility



Form ROW-U-35  
(Rev. 10/20)  
Page 6

### **Attachment “B” Accounting Method**

CFR- 645.113

The preferred method for the development of relocation costs by a utility is on the basis of actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body



Form ROW-41-35  
(Rev. 10/20)  
Page 5

## Attachment “B” Accounting Method

### ☐ Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

### ☐ Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

#### Actual Cost Method of Accounting

- Chapter 7, Section 2: “Records of actual costs incurred from the basis for reimbursement to the utility.”
- The Cost Estimate from Attachment “A” should allow for comparison to actual cost.
  - A requirement of final billing is to compare the estimated cost to the actual cost.
  - See information from Supplemental Agreement (3.4.3)
  - Items identified as Buy America materials will need to be verified prior to installation.

#### Lump Sum Method of Accounting

- Utility companies performing working under contract or with their own forces under a fixed-price contract
- Division recommends that “Lump Sum” be used for projects with small dollar amounts, that are not complex or District has gone out for lump sum bids”
- Bid tabs are required prior to the execution of the agreement
- Items identified as Buy America materials will need to be verified prior to installation.

\_\_\_\_\_  
Initial Date Initial Date  
TxDOT Utility





Form ROW-U-35  
(Rev. 10/20)  
Page 7

## **Attachment “C” Schedule of Work**

CFR – 645.113

furnished a schedule for accomplishing the work

TAC – 21.22

(5) a date by which the utility will begin and an estimated date of completion of the adjustment, modification, relocation, or removal.

CFR 635.121 Contract Time and Time Extensions

Project staff should determine what the controlling operations are and assess the potential impact of the proposed work



Form ROW-U-35  
(Rev. 10/20)  
Page 7

## Attachment “C” Schedule of Work

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

Estimated Duration (days):

Estimated Completion Date:

- Schedule of work on the agreement should be verified prior to execution of the agreement
  - See Texas Transportation Code 203.094: Timely Relocation
- Schedule should be compared with construction schedule. Get with the District Construction office to verify that utility adjustments do not impact the projects critical path.
- Schedule of Work should not reflect dates prior to the execution of the agreement.

Initial Date  
TxDOT

Initial Date  
Utility



Form ROW-U-35  
(Rev. 10/20)  
Page 8

## **Attachment “D” Statement Covering Contract Work**

### CFR – 645.115 Construction

When the utility is not adequately staffed and equipped to perform such work with its own forces and equipment at a time convenient to and in coordination with the associated highway construction, such work may be done by:

- (1) A contract awarded by the TD or utility to the lowest qualified bidder based on appropriate solicitation,
- (2) Inclusion as part of the TD’s highway construction contract let by the TD as agreed to by the utility,
- (3) An existing continuing contract, provided the costs are reasonable, or
- (4) A contract for low-cost incidental work, such as tree trimming and the like, awarded by the TD or utility without competitive bidding, provided the costs are reasonable.



Form ROW-U-35  
(Rev. 10/20)  
Page 8

## Attachment “D” Statement Covering Contract Work

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

### Construction Contract:

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

### Engineering Contract:

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



Form ROW-U-35  
(Rev. 03/18)  
Page 7

## Attachment “D” Statement Covering Contract Work

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

- Attachment D and Form ROW-U-48; Statement Covering Utility Construction Contract Work answers the question of who is going to be performing the construction of the physical relocation of the facility.
  - Bid is awarded to the lowest qualified bidder  
(23 CFR 645.115 (a)(1))
- On the ROW-U-48:
  - Selection A: is a request for bid through open advertising
  - Selection B: selections of bidder is based on “pre-qualified contractors of known qualified contractors”
  - Selection C: work will be performed under an existing continuing contract.
    - Fee schedule is required for comparison to cost estimate.
  - Selection D: Special cases
  - Selection E: is used for when a utility is joint bid with the TxDOT roadway construction project.
    - In addition the Form ROW-U-48-1, which is derived from the Advanced Funding Agreement (pages 6 and 7), which outlines the responsibilities of TxDOT and the Utility for the adjustment and is required as part of the agreement when executed and submitted to ROW Division.

Initial Date  
TxDOT

Initial Date  
Utility





## Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:
1.
  2.
  3.
  4.
  5.
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway  in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

Date

Contact Help

Title



Form ROW-U-35  
(Rev. 10/20)  
Page 9

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

### TAC – 21.53

(a) Joint use agreement forms are to be used when a utility has a prior property interest which is being retained within the highway right of way, and:

- (1) when in connection with active highway projects an adjusted or relocated utility facility occupies that part of the highway right of way; or
- (2) when a utility facility is retained within that part of the highway right of way without adjustment unless the utility has a previously approved department joint use agreement covering the right of way limits and which includes provisions for control of access when applicable.



Form ROW-U-35  
(Rev. 10/20)  
Page 9

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

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

☐ Utility Installation Review/Permit Number:

- Utility Joint Use Acknowledgement, Form ROW-U-JUAA
  - Allows utility companies to retain their property rights inside TxDOT right of way
    - Form to be filled out if a utility is:
      - Remaining in place, inside their existing easement
      - Adjusting the utility facility within their existing easement
- Utility Installation Request, Form 1082 or Approved UIR Permit
  - Utility Owners submit permits through the Utility Installation Review (UIR) System. Once submitted, the Notice of Proposed Installation (NOPI) can be added to the agreement assemblies as part of Attachment “E”, as needed.
  - Permits should be approved prior to installation of utilities facilities.

Initial \_\_\_\_\_ Date \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_



### Transportation Code – 203.092: REIMBURSEMENT FOR RELOCATION OF UTILITY FACILITIES.

- (a) A utility shall make a relocation of a utility facility at the expense of this state if relocation of the utility facility is required by improvement of:
- (1) a highway in this state established by appropriate authority as part of the National System of Interstate and Defense Highways and the relocation is eligible for federal participation;
  - (2) any segment of the state highway system and the utility has a compensable property interest in the land occupied by the facility to be relocated; or
  - (3) a segment of the state highway system that was designated by the commission as a turnpike project or toll project before September 1, 2005.



Form ROW-UJ-35  
(Rev. 10/20)  
Page 10

## Attachment “F” Eligibility Ratio

Eligibility Ratio established:  %

- ☐ Non-interstate Highway (Calculations attached)
- ☐ Interstate Highway

ROW Utility Manual Chapter 8, Section 2

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

Please see example of eligibility ratio calculations below.

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

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

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility





Form ROW-U-35  
(Rev. 09/18)  
Page 9

## Attachment “F” Eligibility Ratio

Eligibility Ratio established:  %

- ☐ Non-interstate Highway (Calculation attached)
- ☐ Interstate Highway

- If the adjustment is on a Non-interstate Highway a calculation is required.
- Calculate Eligibility based on the existing Utility Facilities located within the existing and proposed ROW

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio. However, the percentage established from the ratio will be applied to all applicable costs necessary for the adjustment.

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility



Form ROW-U-35  
(Rev. 10/20)  
Page 11

## **Attachment “G” Betterment Calculation and Estimate**

### CFR 645.117

#### Elected Betterments

(h) Credits. (1) Credit to the highway project will be required for the cost of any betterments to the facility being replaced or adjusted, and for the salvage value of the materials removed

### CFR 645.117

#### Forced Betterments

(3) No betterment credit is required for additions or improvements which are: (i) Required by the highway project, (ii) Replacement devices or materials that are of equivalent standards although not identical, (iii) Replacement of devices or materials no longer regularly manufactured with next highest grade or size, (iv) Required by law under governmental and appropriate regulatory commission code, or (v) Required by current design practices regularly followed by the company in its own work, and there is a direct benefit to the highway project.



Form ROW-U-35  
(Rev. 10/20)  
Page 11

## Attachment “G” Betterment Calculation and Estimate

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

- Where elective betterments are considered, two (2) estimates are required:
  - One (1) estimate showing the improved facility to be constructed
  - One (1) estimate showing Replacement In Kind
- Calculate the betterment ratio as follows:
  - First step – Determine type, size, length, and capacity of existing facility
  - Second step – Determine type, size, length, and capacity of proposed facility
  - Third step – Identify upgrades or improvements to existing facility
  - Fourth step – Calculate the betterment ratio, if any

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility



Form ROW-UI-35  
(Rev. 10/20)  
Page 12

## **Attachment “H” Proof of Property Interest**

Transportation Code – 203.092: REIMBURSEMENT FOR RELOCATION OF UTILITY FACILITIES.

(a) A utility shall make a relocation of a utility facility at the expense of this state if relocation of the utility facility is required by improvement of:

(2) any segment of the state highway system and the utility has a compensable property interest in the land occupied by the facility to be relocated; or



Form ROW-U-35  
(Rev. 10/20)  
Page 12

## Attachment “H” Proof of Property Interest

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

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

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

- To determine this information, conduct a title search of the deed records at the county clerk’s office or possibly from the title commitments issued for new highway right of way parcels. The utility may claim a compensable interest within the existing highway right of way by virtue of property rights that predate the existing highway right of way. To substantiate the utility’s claim, they must provide documentation of owning the prior right.

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility





Form ROW-U-35  
(Rev. 10/20)  
Page 12

## Attachment “H” Proof of Property Interest

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

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

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

- Affidavit of Property Ownership (Utility Owner), Form ROW-U-Affidavit, needs to be filled out if there is a change in ownership

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility



Master Utility  
Agreement

Standard  
Utility  
Agreement

Supplemental  
Utility  
Agreement

Utility Joint  
Use  
Agreement

Utility  
Installation  
Request  
(Permit)



## Supplemental Utility Agreement



### STANDARD UTILITY AGREEMENT SUPPLEMENTAL AGREEMENT NO. [ ] TO U NUMBER [ ] UTILITY ID [ ]

District: [ ]  
Federal Project No.: [ ]  
ROW CSJ: [ ]  
Proposed Highway Project Letting Date: [ ]

County: [ ]  
Highway: [ ]  
From: [ ]  
To: [ ]

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

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

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

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

**WHEREAS**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: [ ] which is more specifically shown in Utility's plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

#### **NOW, THEREFORE, BE IT AGREED:**

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

The estimated cost of the adjustment, relocation or removal is ☐ increased or ☐ decreased to a total of \$ [ ]. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

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

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

Initial Date  
TxDOT

Initial Date  
Utility



**STANDARD UTILITY AGREEMENT**  
**SUPPLEMENTAL AGREEMENT NO. [ ] TO U NUMBER [ ] UTILITY ID [ ]**

## CFR 635.120, Changes and extra work

All major changes in the plans and contract provisions must be approved by the State or FHWA, based on the State stewardship and oversight agreement. The State DOT must conduct and document an independent review of the cost for each change order.



Master Utility  
Agreement

Standard  
Utility  
Agreement


Supplemental  
Utility  
Agreement

Utility Joint  
Use  
Agreement

Utility  
Installation  
Request  
(Permit)



## Utility Joint Use Acknowledgement

 **UTILITY JOINT USE AGREEMENT** Form ROW-U-JUA  
Replaces ROW-U-JUA  
Rev. 10/20  
Page 1 of 2

U-Number: \_\_\_\_\_ Utility ID: \_\_\_\_\_  
ROW CSJ: \_\_\_\_\_ County: \_\_\_\_\_  
District: \_\_\_\_\_ Highway: \_\_\_\_\_  
Federal Project No.: \_\_\_\_\_ From: \_\_\_\_\_  
Projected Highway Letting Date: \_\_\_\_\_ 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 acknowledgements 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 Agreement 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 conflict with the current highway or planned future highway improvements, or could endanger the traveling public 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 when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of 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 as apply to the general public.

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility





Master Utility  
Agreement

Standard  
Utility  
Agreement


Supplemental  
Utility  
Agreement

Utility Joint  
Use  
Agreement

Utility  
Installation  
Request  
(Permit)



## Utility Installation Request (Permit)



### Utility Installation Request

Form 1003  
(Rev. 10/02)  
Page 1 of 2

<b>PERMIT NUMBER</b>		
GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1983 ADJUSTMENT) IN DECIMAL DEGREES/DD		
	LATITUDE (DD)	LONGITUDE (DD)
<b>BEGIN</b>		
<b>END</b>		

To the Texas Transportation Commission  
c/o District Engineer Texas Department of Transportation \_\_\_\_\_, Texas Date \_\_\_\_\_

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.

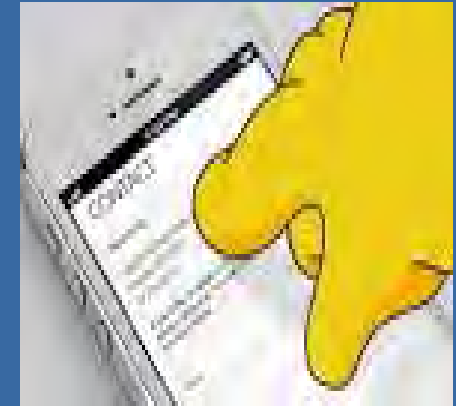
Following approval, we will begin construction on or after \_\_\_\_\_  
Month/Day/Year



Submittal  
Memo To  
Division



Utility  
Agreement  
Checklist



Form -  
ROW-U-35





Put your questions in the Chat  
Or  
Raise your hand





Is a MUA needed from each utility for every project or does the one cover each utility for every project? (Answer in the Chat Window)



A Standard Utility Agreement (SUA )is needed for reimbursable utilities in direct conflict with a TxDOT project.

- a) True **Answer**
- b) False





Use green checkmark when you return





- Utility Coordination (continued)
- Buy America/Iron & Steel Preference Provisions
- Cost Estimating
- Monitoring Progress
- Recap of Days 1 & 2





Set forth in both the 23 USC 313 and 23 CFR 635.410

Requires that “all contracts eligible for assistance under this chapter for a project carried out within the scope of the applicable finding, determination, or decision under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), regardless of the funding source of such contracts, if at least 1 contract for the project is funded with amounts made available to carry out this title.”



Set forth in TTC 223.045/SB 1289

Requires that “A contract awarded by the department for the improvement of the state highway system **without federal aid must contain the same preference provisions for iron and steel and iron and steel products that are required under federal law** for an improvement made with federal aid.”



## Buy America 2019 Guidelines

- Removed 90% and 100% iron and steel composition requirements – replaced with predominately
- Language addressing the need to verify compliance prior to installation of materials
- Language addressing the acceptance of written certifications when Mill Test Reports are not available
- Language addressing betterment utility facilities must comply with Buy America Requirements





## Guidelines

On federal-aid projects, utility facility owners will use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility, in compliance with the Buy America provisions of 23 CFR 635.410 as amended. Examples of such products may include poles, cross arms, and structural support members; towers and girders used to comprise transmission towers and stand-alone structures; conductor support cables; high-strength bolts used as anchor bolts and anchor rods; iron or steel baseplates; encasement pipes, pipes and valves; rebar and other reinforcing iron/steel for all cast-in-place and precast installations; conduit and ducting; fire hydrants; manhole covers, rims, and drop-inlet grates.

Prior to the installation of products subject to Buy America compliance, the utility facility owner will submit an executed TxDOT Form 1818 with attached Mill Test Reports, issued and signed by the initial fabricator, supplier of materials, or utility owner. Mill Test Reports should state that the materials were manufactured domestically. In certain instances, the utility facility owner may demonstrate Buy America compliance by providing a written certification signed by the vendor or manufacturer on company letterhead or other acceptable documentation signed by an authorized representative declaring that all supplied materials subject to the Buy America provisions are fully compliant. The written certification will include the specific project information pertaining to the Standard Utility Agreement and state that all products that are composed predominately of steel and/or iron were manufactured domestically and in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

Certain utility agreements, executed before Dec. 31, 2013, that do not have federal funding for utility materials or relocation are not subject to Buy America (even if other contracts associated with the project were reimbursed with federal funds). The date of the original utility agreement will be used as the date to determine Buy America compliance if the utility agreement is amended after December 31, 2013 unless the amendment includes major changes in the scope of work.

Betterments as part of a reimbursable Utility Agreement must be Buy America compliant.

Buy America does not apply to assembly materials, attachment materials, housing encasements, or miscellaneous electronics, as defined below.

Buy America does not apply to any associated materials (including spare materials) required for maintenance.

Language – verify compliance prior to installation

Language – acceptance of written certification – in certain instances

Removed percentages

Provide example of materials that may be subject to Buy America Requirements

Language – betterments



## Buy America 2019 Updates

- Added the definitions from the 2017 guidelines
- Miscellaneous items do NOT have to be Buy America compliant
- Included option for utility owner to sign Form 1818
- Added language on what to include on written certification letter



## Guidelines

On federal-aid projects, utility facility owners will use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended. Examples of such products may include poles, cross arms, and structural support members; towers and girders used to comprise transmission towers and stand-alone structures; conductor support cables; high-strength bolts used as anchor bolts and anchor rods; iron or steel baseplates; encasement pipes, pipes and valves; rebar and other reinforcing iron/steel for all cast-in-place and precast installations; conduit and ducting; fire hydrants; manhole covers, rims, and drop-inlet grates.

Prior to the installation of products subject to Buy America compliance, the utility facility owner will submit an executed TxDOT Form 1818 with attached Mill Test Reports, issued and signed by the initial fabricator, supplier of materials, or utility owner. Mill Test Reports should state that the materials were manufactured domestically. In certain instances, the utility facility owner may demonstrate Buy America compliance by providing a written certification signed by the vendor or manufacturer on company letterhead or other acceptable documentation signed by an authorized representative declaring that all supplied materials subject to the Buy America provisions are fully compliant. The written certification will include the specific project information pertaining to the Standard Utility Agreement and state that all products that are composed predominately of steel and/or iron were manufactured domestically and in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

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Betterments as part of a reimbursable Utility Agreement must be Buy America compliant.

Buy America does not apply to assembly materials, attachment materials, housing encasements, or miscellaneous electronics, as defined below.

Buy America does not apply to any associated materials (including spare materials) required for maintenance.

Included option for utility owner to sign Form 1818

Added language on what to include on written certification

Buy America does not apply to Miscellaneous items

# Certificate of Compliance Letter - Sample



Project Information

Product description name  
from approved estimate,  
invoice and Form 1818

**Date:**  
**Customer:**  
**Attention:**  
**Customer Order:**  
**(Producer/Fabricator)**  
**Order:**  
**Re: (project name; CSJ)**  
**Material:**

The following products, provided by *(producer/fabricator)* for the above order, are fabricated from steel or iron that is melted and manufactured, and any coating applied, in the United States and meet the requirements of Buy America 23 CFR 635.410:

*(Product)*  
*(Product)*  
*(Product)...*

This certification has been issued for only the products listed above for domestic compliance. Alterations to this document by any agency other than *(producer/fabricator)* will void the certification.

Please contact me if you have any questions regarding this certification.

Very truly yours,

*(name)*  
*(producer/fabricator)*  
*(position)*  
Phone:  
Email :

cc:

*Company Letterhead*

## CERTIFICATE OF COMPLIANCE WITH BUY AMERICA

Official Company  
Letterhead

Buy America 23 CFR  
635.410



# Utility Agreement Revisions



Added language –  
specifically referring to Buy  
America and Steel and Iron  
Preference Provisions

Form ROW-U-35  
(Rev. 08/15)  
Page 2

acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$\_\_\_\_\_ as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35:

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratic (Attachment "F");

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility

# Utility Agreement Revisions



Form ROW-U-35  
(Rev. 08/15)  
Page 2

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The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$\_\_\_\_\_ as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35.

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F").

Initial \_\_\_\_\_ Date \_\_\_\_\_  
TxDOT

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility

Added language –  
consequences of non-  
compliance

Added language –  
consequence of untimely  
submission

Revised language –  
reimbursement requests to  
be submitted within one  
year of work being  
completed





## Standard Utility Agreement

# Utility Agreement Revisions



Form ROW-U-35  
(Rev. 10/20)  
Page 4

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

## UTILITY

Utility:   
Name of Utility

By:   
Authorized Signature

Print or Type Name

Title:

Date:

## EXECUTION RECOMMENDED:

Director of TP&D (or designee),  District

### THE STATE OF TEXAS

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

By:   
District Engineer (or designee)

Date:



Initial Date  
TxDOT

Initial Date  
Utility



## Buy America Compliance Is Not Optional

Utility work that qualifies for reimbursement, based on compensable property interest, cannot be excluded from Buy America compliance requirements.



## Minimal Allowance

Non-domestic iron and steel materials may be used provided the cost of such materials does not exceed one-tenth of one percent (0.1 %) of the individual Utility Agreement amount, or \$2,500.00, whichever is greater.



## Get Involved Early

- Buy America materials should be considered during project design phase
- Must be identified during development of cost estimate
- Be Careful - Third party entities may propose solutions based on specs rather than need to fulfill Buy America requirements



## Document! Document! Document!

- What should you document?
  - Notifications to third parties that project is Buy America / Iron and Steel Provision Compliant
  - Cost estimates
  - Verification prior to installation
    - Mill Test Reports or Certifications
  - Inspections during installation



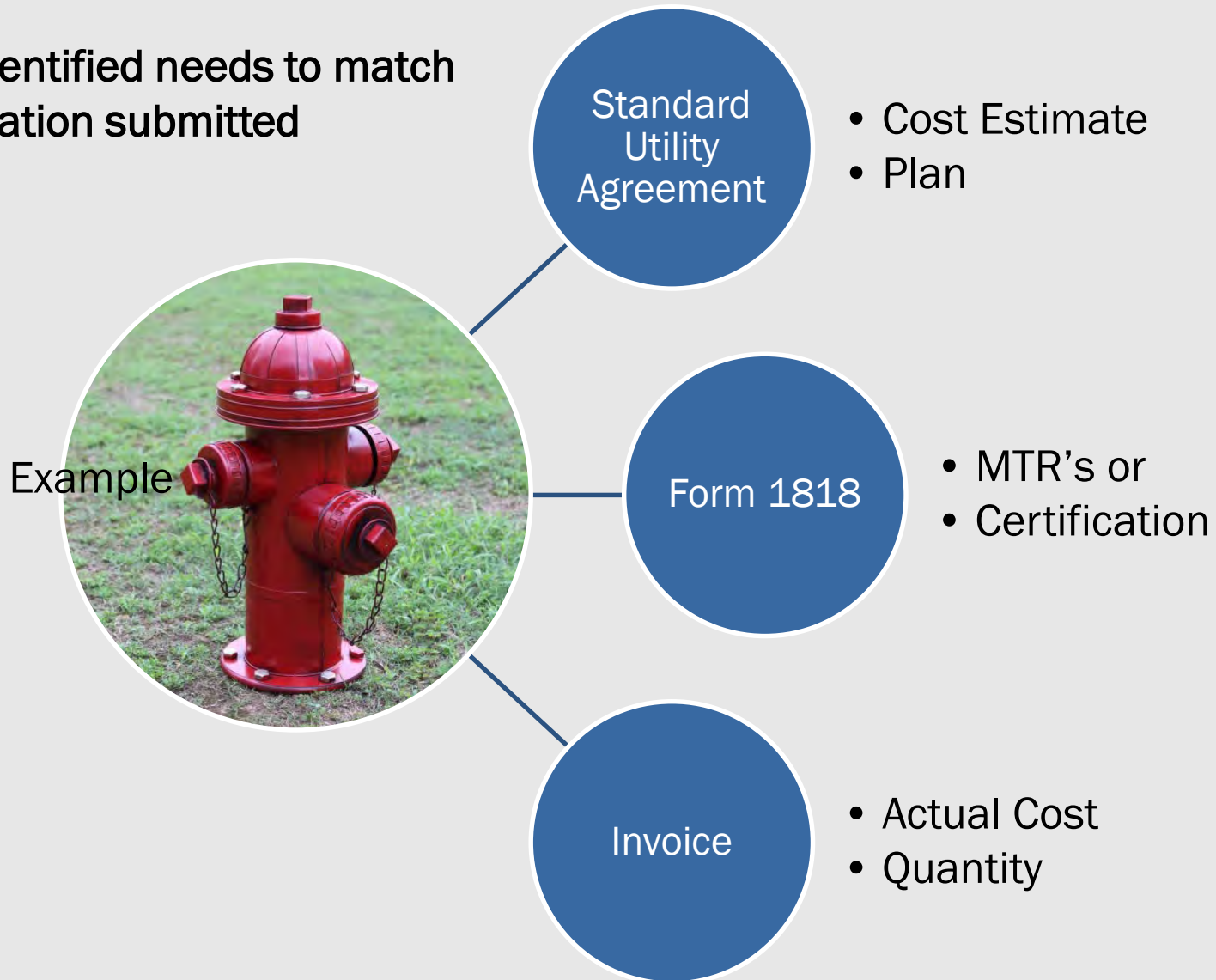


- High Level Sequence of Events
  - Procurement of the material
  - Receipt of the materials along with appropriate documentation (e.g. MTRs)
  - Installation of the materials

[illegible]



- Product identified needs to match documentation submitted



# Buy America/Iron and Steel Preference Provisions



Form 1813  
Rev. 08/12  
(a.k.a. Form D-9-USA-1)

AXIS PIPE AND TUBE, INC.  
1451 Louis E. Mikulin Rd.  
Bryan TX 77807  
TEL (979) 703-6847 FAX(979) 703-6847  
www.axispipeandtube.com

Supplier: **MRC**  
Address: **1901 N. Corpus**  
**361-81**

Contract No: **326188**

Purchase Order No.	Quantity (Amt./Unit)	Part No.	Lot No.	Qty.	Weight (lbs)	Total (lbs)
<b>326188</b>	<b>56'</b>					
<b>326188</b>	<b>2020'</b>					

Part No.	Lot No.	Qty.	Weight (lbs)	Total (lbs)
9505438	LT00002586	18	21008.480	756.000

Part No.	Lot No.	Vendor	Material
9505438	LT00002586	Bree Dynamics Columbus, LLC/US	ST-1

This is to certify that the materials and/or the application of such materials for the application of such materials are of Domestic Origin.

Subscribed and sworn to before  
**November**  
Notary Public  
My Comm. No. **1000000000**

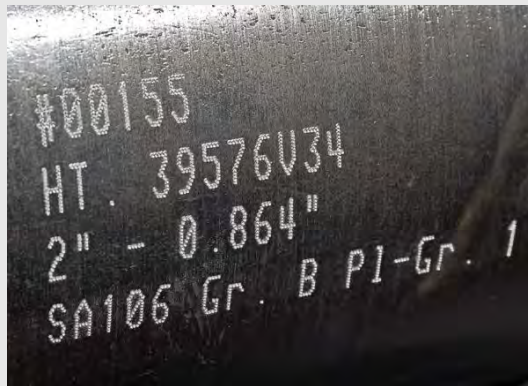
Printed by: TYWALTMAN







- Buy America/Iron and Steel Provisions Documentation
  - **UC verifies materials prior to installation**
    - Supplier of materials must furnish for verification of compliance
      - Form 1818 Material Statement
      - Mill Test Report (MTR) or Written Certification by the vendor on company letterhead stating that materials were “melted and manufactured in the United States”(23 USC 313)(23 CFR 645.410)(TTC 223.045)
    - UC will verify Buy America/Iron and Steel Provisions Material in the field
      - Example: Matching stencil on material to Form 1818



# Buy America/Iron and Steel Preference Provisions



## Material Statement



Sheet 1 of 3

Supplier: CHARBONNEAU IND.  
 Address: 1619 EAST RICHEY RD  
HOUSTON TX 77073  
 Contract No.: (361) 494-9276

County: NUECES CO.  
 Project: HWY 77 CASING EXPANSION  
 Control: \_\_\_\_\_  
 Contractor: \_\_\_\_\_

Purchase Order No.	Quantity (Amt./Units)	Material Description	Mill Name	Heat No.	Material Use	Required Spec.	Documentation MTR	Cert.
TAR33682	300 FT	PIPE 6.625 X .280, X52	TENARIS	1165197	N. GAS	API 5L	YES	
TAR33682	125 FT	PIPE 10.750 X .365, X52	TENARIS	1175460	CASING	API 5L	YES	
TAR33682	125 FT	PIPE 10.750 X .365, X52	TENARIS	1274414	CASING	API 5L	YES	
TAR33682	20 FT	PIPE 2.375 X .218, X52	ZEKEIMAN	A88033	N. GAS	API 5L	YES	
TAR33682	2 EA.	FLANGE BLIND 6" CLASS 600 RF	WELDBEN	N451	N. GAS	A 105	YES	
TAR33682	3 EA.	FLANGE 6" 600 WNRF STD F52	FEDERAL	1C202	N. GAS	A 692	YES	
TAR33682	2 EA.	FLANGE 2" 600 WNRF XH F52	FEDERAL	1757951	N. GAS	A 694	YES	
TAR33682	2 EA.	ELBOW 6" STD 3-R 45 Y-52 SEGM	TFA	A1037N	N. GAS	MSS-SP-75	YES	
TAR33682	4 EA.	ELBOW 6" STD 3-R 90 Y-52 SEGM	WELDBEN	600515	N. GAS	SP-75	YES	
TAR33682	2 EA.	ELBOW 10" STD 3R 45 Y-52 SEGM	TFA	A1220A	CASING	MSS-SP-75	YES	

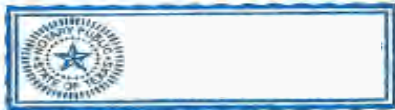
This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) in 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 14th day of

November, 2018

Notary Public \_\_\_\_\_

My Commission expires: 1-25-2022



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)

CONSTRUCTION SPECIALIST

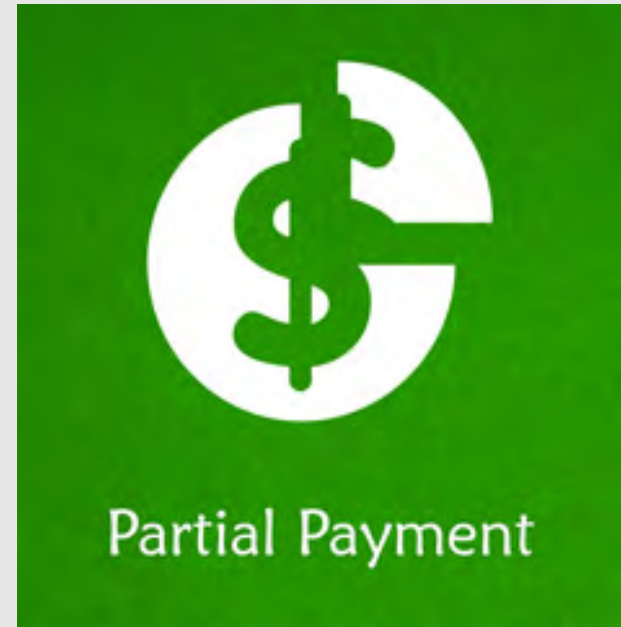
(Firm Name)

71





- **The utility may request partial payments at monthly intervals.**
  - Utilities shall provide all documentation requirements for Buy America or State Iron and Steel Preference Provisions noted in the cost estimate with reimbursement requests prior to a partial payment.



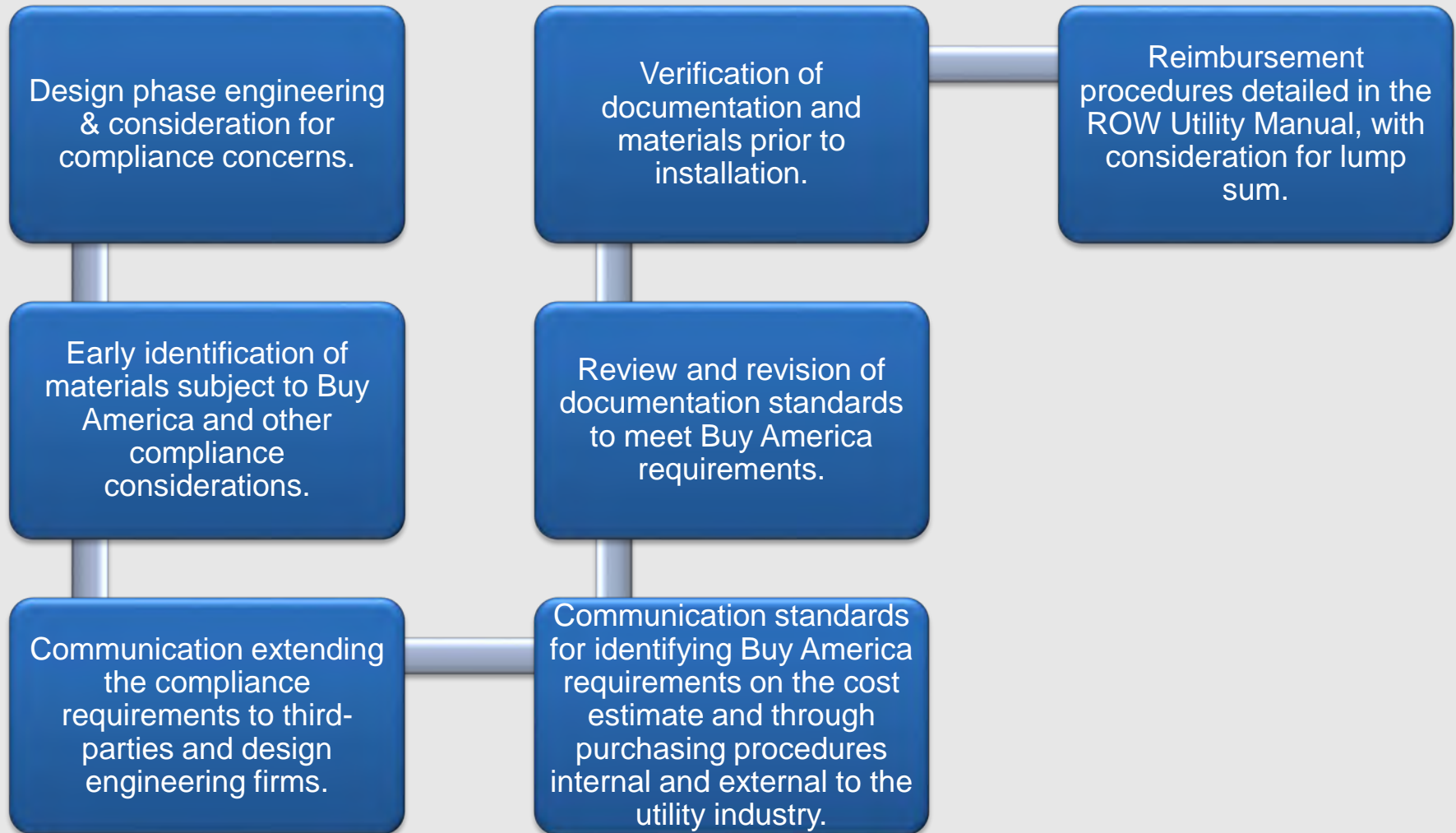


- Invoicing and payment procedures
  - Utility owner will provide one final and complete billing of all costs incurred, or of agreed-to lump-sum, **within one year** following completion of work
  - Must maintain detailed billing records demonstrating compliance with Buy America or State Iron and Steel Preference Provisions





## Process & Procedure Considerations





Put your questions in the Chat  
Or  
Raise your hand





When does Buy America compliance need to be verified?

- a) At the time of billing
- b) Prior to installation **Answer**
- c) After installation
- d) When possible





What documents are needed and acceptable for Buy America?

- a) Form 1818 only
- b) Form 1818, specification and catalogs
- c) Form 1818 and either MTR or Cert. **Answer**
- d) Form 1818 and emails from utility owner or supplier

Please return by 1:30pm





- Utility Coordination (continued)
- Buy America/Iron & Steel Preference Provisions
- Cost Estimating
- Monitoring Progress
- Recap of Days 1 & 2





## Overview

Adjustment costs eligible for reimbursement are those that are:  
Performed in conformity with an approved utility agreement between TxDOT and the utility;

Necessary to restore, in the most economical manner, the utility's functional operations to a level similar to that existing before the adjustment;

Necessary to comply with laws and ordinances; or  
Direct benefit to the transportation facility.





## Foundation

The adjustment and accommodation of utility facilities on the State highway system, and reimbursement for the costs of such work, will be in accordance with the provisions of:

- Federal codes and regulations 23USC123, 23CFR645
- Texas codes and regulations 43TAC §21.21 through §21.24 & Sec. 203.092
- Texas Transportation Commission Minute Orders
- TxDOT policies – ROW Utility Manual



## 23 USC 123

When a State shall pay for the cost of relocation of utility facilities necessitated by the construction of a project on any Federal-aid highway, Federal funds may be used to reimburse the State for such cost in the same proportion as Federal funds are expended on the project.

Federal funds shall not be used to reimburse the State under this section when the payment to the utility violates the law of the State or violates a legal contract between the utility and the State.

Such reimbursement shall be made only after evidence satisfactory to the Secretary shall have been presented to him substantiating the fact that the State has paid such cost from its own funds with respect to Federal-aid highway projects for which Federal funds are obligated subsequent to April 16, 1958, for work, including relocation of utility facilities.



## 23CFR 645 A §645.117 Cost Development & Reimbursement

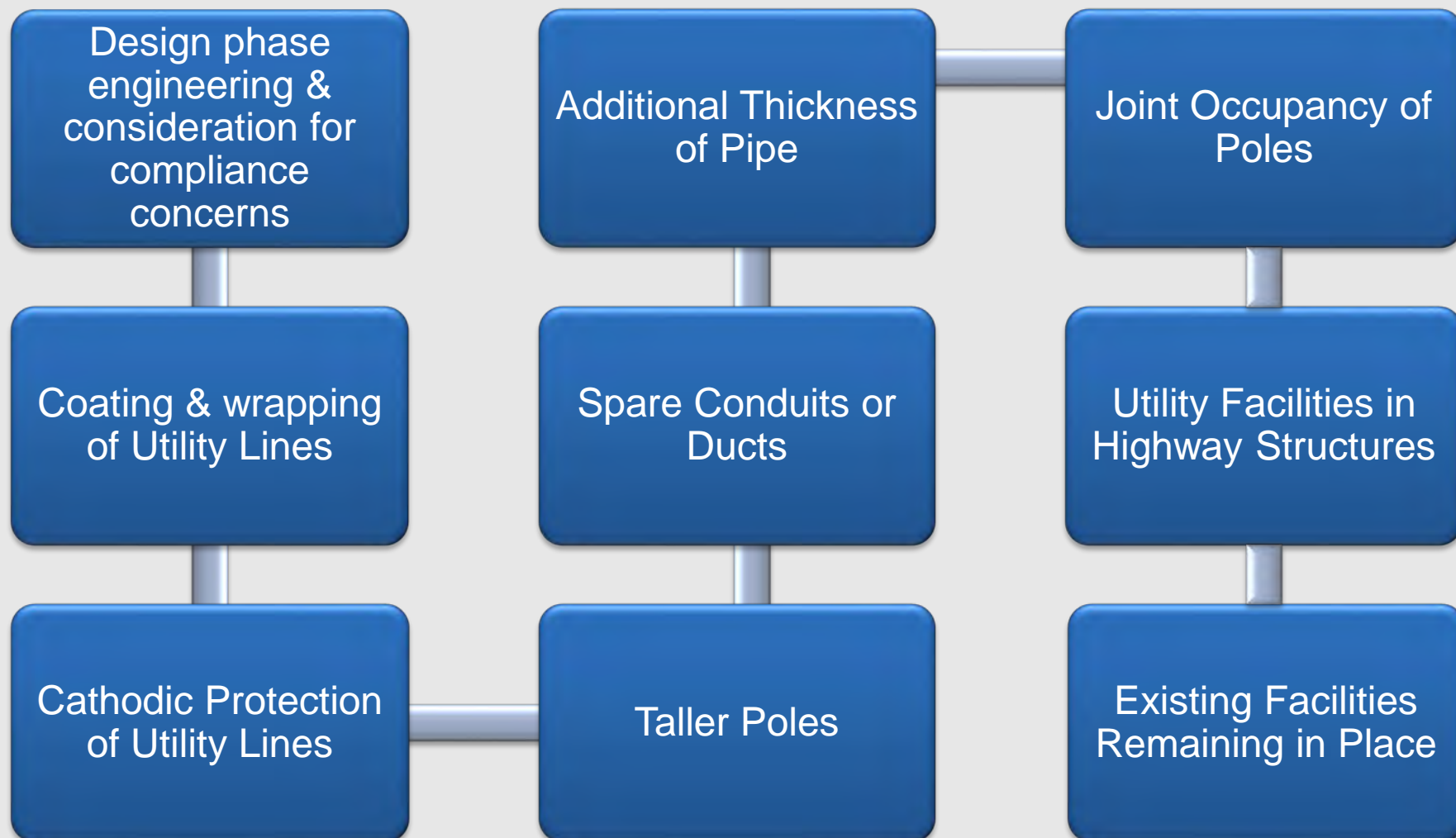
To prescribe the policies, procedures, and reimbursement provisions for the adjustment and relocation of utility facilities on Federal-aid and direct Federal projects.

To prescribe policies and procedures for accommodating utility facilities and private lines on the right-of-way of Federal-aid or direct Federal highway projects.

Provisions of these regulations include applicability, policy, eligibility, definitions, general requirements, permits, and approvals.



## Utility Design Considerations – Reimbursable Costs





## Design Engineering – Highway Contract Construction

In some cases, it will be advantageous to include utility adjustment work in the general highway contract.

Transportation Code, §224.008, requires that the cost of adjusting utility facilities associated with the acquisition of right of way, by or for TxDOT, be a cost of the acquisition.

Therefore, the PS&E must clearly indicate which cost items are for utility adjustment. The utility adjustment work must be accumulated and charged to a right of way control section & job number (ROW CSJ) obtained from ROW Division.



## Consulting Engineers

If the utility is not adequately staffed to perform engineering services for the required adjustment, it may secure consultant services. The method of payment to compensate the consultant for all work required shall be set forth in the original contract and in any contract modifications.

The methods of payment that should be used are:

- Cost per Unit/ Billable Rate
- Profit Amount
- Specific Rates by feet, yards, etc.
- Direct Cost Using Multiplier





## Utility Cost Estimates

Cost estimates may be built using one of multiple cost methods. Acceptable methods for developing relocation costs include:

- actual direct and related indirect costs accumulated in accordance with a work order accounting procedure;
- actual direct and indirect costs accumulated in accordance with an established procedure developed by the utility and which the utility uses in its regular operations;
- an agreed fixed amount (lump sum) payment; and
- other acceptable costing methods, such as unit costs.



## Actual Cost Estimates

Records of actual costs incurred form the basis for reimbursement to the utility.

Cost estimate should allow comparison with the actual records of cost accumulation at billing.

The comparison of cost to actual cost is a requirement at billing.



## Lump Sum

Lump sum over \$500,000.00 must be approved by ROW Division.

Lump sum estimates should detail major cost categories.

Actual bids must be secured to support contract work in the estimate.

Reimbursable contract costs are limited to the amount of the low bid.

Copies of bids received should be included in the agreement assembly.

The estimate should be explicit regarding the work to be performed under contract and the work to be accomplished with internal forces.

If the work to be accomplished is performed under a continuing contract, only the current rate schedules included in the continuing contract must be submitted to support the charges in the estimate.



## Cost Estimate Categories

The cost estimate submitted in support of the agreement will set forth the items of work to be performed, as broken down into the following categories:

- Materials and supplies
- Labor
- Overhead
- Transportation and equipment
- Traffic control
- Right of way
- Salvage, Abandoned Facilities, and Removal of Materials
- Credits, Betterments & Highway Contract Costs



## Utility Cost Estimates – Ineligible Costs

Common ineligible costs that may not be claimed in the utility's overhead account are:

- advertising and sales promotion;
- interest on borrowed funds (allowance for funds used during construction (AFUDC);
- charges for the utility's own funds;
- resource planning and research programs;
- stock and stockholder's expenses;
- Federal and State income taxes;
- provisions for contingent reserves;
- directors' salaries;
- special management studies;
- bad debts;
- sales and rate studies;
- contributions;
- fines and penalties;
- entertainment;
- lobbying; and
- revenue loss (not to be confused with product loss during construction)

A blue notepad graphic with a yellow pencil tip, positioned on the left side of the slide.

## **Cost Estimate Example**



# Actual Cost Estimate – Example: Material Cost Estimate



Line Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	3" SDR 21 CL 200 PVC Water Line	960	LF	\$ 15.00	\$14,400.00
2	3" DR 17 Yelomine Certa-Lok PVC WL	320	LF	\$ 17.00	\$ 5,440.00
3	3" Gate Valve and Box {*}	2	EA	\$1,000.00	\$ 2,000.00
4	2" Flush Valve including G.V. & Box {*}	2	EA	\$1,300.00	\$ 2,600.00
5	3" Mainline Connection	2	EA	\$1,800.00	\$ 3,600.00
6	Bore and 6" HDPE Casing	280	LF	\$ 45.00	\$12,600.00
7	New 3/4" Service Meter, Connection, etc.	1	EA	\$ 750.00	\$ 750.00
8	Markers	8	EA	\$ 60.00	\$ 480.00
9	Metal Detectable Tape	1,000	LF	\$ 0.20	\$ 200.00
<b>ESTIMATE TOTAL</b> (Items 1-9)		<b>\$42,070.00</b>			



TXDOT U-No.: [REDACTED]  
 District: Dallas  
 County: Dallas  
 ROW CSJ No.: 2374-01-151  
 Highway No.: IH 635  
 From: Miller Road  
 To: West of KCS RR (West of SH 78)  
 Eligibility Ratio: 100%  
 WA#: [REDACTED]  
 Estimate No.: [REDACTED]

## Attachment "A"

### Labor Estimate

Contract Labor, Engineering Approx. 695 man-hrs. @ \$72/hr. avg.*	\$50,040.00
[REDACTED] Labor Approx. 186 man-hrs. @ \$28/hr. avg.*	\$5,208.00
Contract Labor, Construction Approx. 1606 man-hrs. @ \$80/hr. avg.*	\$128,480.00
Environmental & Access Controls Environmental Study-Approx. 77 man-hrs. @ \$65/hr. avg.*	\$5,005.00
Mat Rental-Approx. 1000 mat-days @ \$17/mat-day	\$17,000.00
Vegetation Management Approx. 0 man-hrs. @ \$65/hr. avg.*	\$0.00
Geotechnical Study Approx. 116 man-hrs. @ \$65/hr. avg.*	\$7,540.00
Surveying Registered Surveyor-Approx. 24 hrs. @ \$73/hr.*	\$1,752.00
AutoCad Services-Approx. 40 hrs. @ \$63/hr.*	\$2,520.00
Three Man Field Crew-Approx. 215 hrs. @ \$85/hr.*	\$18,275.00
Inspection Services Approx. 192 man-hrs. @ \$52/hr. avg.*	\$9,984.00
Traffic Control / Access Approx. 5 days @ \$5000/day avg.*	\$25,000.00
ROW Labor Approx. 0 man-hrs. @ \$52/hr. avg.*	\$0.00
<b>Total Labor</b>	<b>\$270,804.00</b>

\* All rates expressed as \$/hr. avg. are generalized rates that encompass ratios of many different rates charged under a multitude of personnel.



# Lump Sum Cost Estimate – Example



ITEM #	ITEM DESCRIPTION	[REDACTED], TX			[REDACTED], TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish & Install 2" SDR 21 PVC Waterline with appurtenances	200	\$10.00	\$2,000.00	200	\$10.00	\$2,000.00
2	Furnish & Install 2" DR 11 HDPE Carrier Pipe with appurtenances	405	\$12.00	\$4,860.00	405	\$10.00	\$4,050.00
3	Furnish & Install 6" DR 18 PVC Waterline with appurtenances	815	\$24.00	\$19,560.00	815	\$30.00	\$24,450.00
4	Furnish & Install 6" DR 18 PVC Waterline with appurtenances	7,105	\$29.00	\$206,045.00	7,105	\$35.00	\$248,675.00
5	Furnish & Install 8" DR 11 HDPE Water Pipe with appurtenances	720	\$34.00	\$24,480.00	720	\$40.00	\$28,800.00
6	Furnish & Install FM Road Bore with 4" DR 13.5 HDPE Encasement for 2" HDPE Carrier Pipe with appurtenances	405	\$34.00	\$13,770.00	405	\$50.00	\$20,250.00
7	**Furnish & Install FM Road Bore with 12" Steel Encasement for 6" PVC Carrier Pipe with appurtenances	240	\$107.00	\$25,680.00	240	\$100.00	\$24,000.00
8	Furnish & Install Driveway Bore without Encasement for 8" PVC Carrier Pipe with appurtenances	470	\$71.00	\$33,370.00	470	\$50.00	\$23,500.00
9	Furnish & Install Parking Lot Bore without Encasement for 8" HDPE Carrier Pipe with appurtenances	340	\$71.00	\$24,140.00	340	\$55.00	\$18,700.00
10	Furnish & Install County Road Bore with 15" SDR 35 PVC Encasement for 8" PVC Carrier Pipe with appurtenances	120	\$133.00	\$15,960.00	120	\$55.00	\$6,600.00
11	Furnish & Install Creek Bore with 12" DR 13.5 HDPE Encasement for 8" HDPE Carrier Pipe with appurtenances	380	\$138.00	\$52,440.00	380	\$100.00	\$38,000.00
12	**Furnish & Install 2" Gate Valve with appurtenances	3	\$500.00	\$1,500.00	3	\$750.00	\$2,250.00
13	**Furnish & Install 4" Gate Valve with appurtenances	1	\$715.00	\$715.00	1	\$900.00	\$900.00
14	**Furnish & Install 6" Gate Valve with appurtenances	6	\$800.00	\$4,800.00	6	\$1,000.00	\$6,000.00
15	**Furnish & Install 8" Gate Valve with appurtenances	11	\$1,275.00	\$14,025.00	11	\$1,250.00	\$13,750.00
16	Furnish & Install connection of new 6" PVC to Exist. 6" PVC with appurtenances	2	\$825.00	\$1,650.00	2	\$1,000.00	\$2,000.00



Put your questions in the Chat  
Or  
Raise your hand





Utility work completed within the TxDOT highway construction contract is also called:

- a) Illegal
- b) Joint Bid **Answer**
- c) Legal but, unadvised.
- d) Collaborative Contract





Please list four categories of a cost estimate, or requirements within a cost estimate. (Answer in Chat Window)

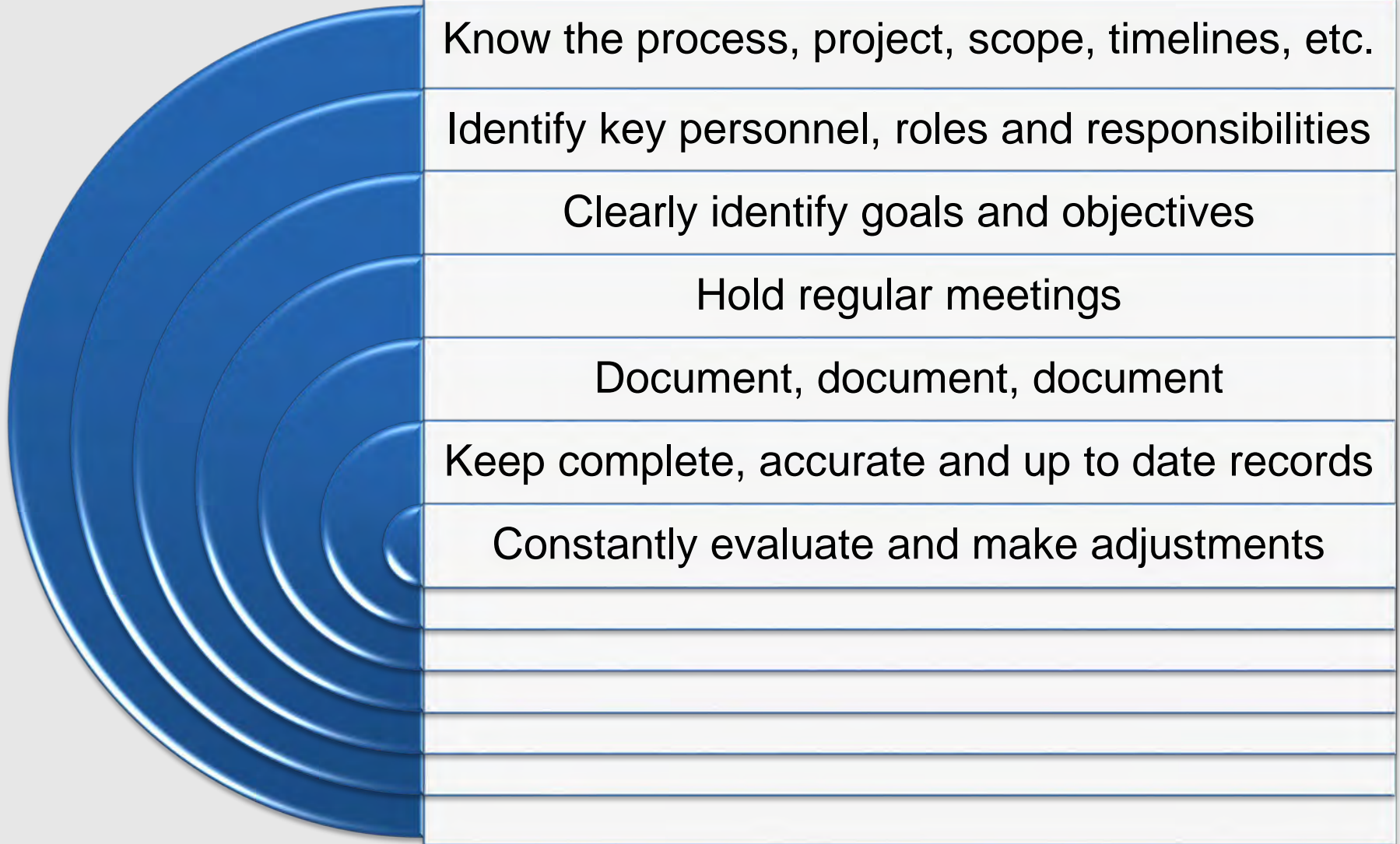



- Utility Coordination (continued)
- Buy America/Iron & Steel Preference Provisions
- Cost Estimating
- Monitoring Progress
- Recap of Days 1 & 2



# Utility Considerations

Monitor Progress





Some changes may require execution of Form ROW-U-COA, Standard Utility Agreement – Supplemental Agreement.



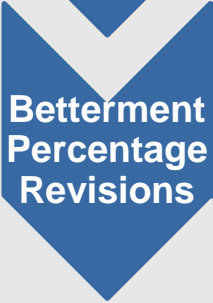
## Lump Sum

Changes to scope of work.



## Major Changes

Major changes are those exceeding \$100,000.00 or 25% of the approved agreement, changes in the scope of work, as approved, and any new additions or major deletions to the approved agreement assembly.



## Betterment Percentage Revisions

Adjustments containing betterment credit require revisions when any changes are involved. Any changes in work may require a revision of the betterment percentage established in the approved agreement assembly.



Put your questions in the Chat  
Or  
Raise your hand







Monitoring the progress of the full accommodation process is complex. Please list 5 tasks or strategies to assist in the monitoring of the process. (Answer in Chat Window)



What is the best solution to the following issue? An Emergency work authorization was executed 6/15/2020. Subsequently on 8/30/2020 the Standard Utility Agreement was executed. The original estimate within the SUA was for \$100,000. During construction, however, on 10/1/2020, it was discovered that the planned route of installation is not possible. A change in scope is required to add 500 LF of line, with an additional expense of \$26,000.

- a) There is no action needed because the changes do not exceed \$100,000.
- b) An additional Emergency Work Authorization is needed to authorize the change in scope, and the additional expense.
- c) No action is needed because it was a Lump Sum Agreement. The utility will have to pay the difference.
- d) A Supplemental Agreement should be executed outlining the change in scope and the additional costs. **Answer**



Use green checkmark when you return





- Utility Coordination (continued)
- Buy America/Iron & Steel Preference Provisions
- Cost Estimating
- Monitoring Progress
- Recap of Days 1 & 2



- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
- Utilities and Their Rights
- Utility Accommodations Process Overview
- Utility Coordination
- Buy America/Iron and Steel Preference Provisions
- Cost Estimating
- Monitoring Progress







- TxDOT Project Development Process Overview
- **Applicable Laws and Regulations**
- Utilities and Their Rights
- Utility Accommodations Process Overview
- Utility Coordination
- Buy America/Iron and Steel Preference Provisions
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- **Texas Transportation Code, Title 6, Subtitle A, Chapter 203**
  - Subchapter E – Relocation of Utility Facilities
    - <http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.203.htm>
- **Texas Administrative Code, Title 43, Part 1, Chapter 21**
  - Subchapter B – Utility Adjustment, Relocation, or Removal
  - Subchapter C – Utility Accommodation (**UAR**)
    - [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=43&pt=1&ch=21](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=43&pt=1&ch=21)
- **R/W Utility Manual (09/18 Update)**
  - <http://onlinemanuals.txdot.gov/txdotmanuals/utl/utl.pdf>
- **Utilities Forms and Publications**
  - <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/row.html#9>
- **Buy America Guidelines**
  - <http://ftp.dot.state.tx.us/pub/txdot-info/row/buy-america.pdf>
- **Utility Accommodations Toolkit**
  - <https://www.txdot.gov/inside-txdot/division/right-of-way/utility-accommodations.html>



- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
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## Texas Administrative Code

<u>TITLE 43</u>	TRANSPORTATION
<u>PART 1</u>	TEXAS DEPARTMENT OF TRANSPORTATION
<u>CHAPTER 21</u>	RIGHT OF WAY
<u>SUBCHAPTER C</u>	UTILITY ACCOMMODATION
RULE §21.31	Definitions

- **Public Utility** - A person, firm, corporation, river authority, municipality, or other political subdivision that is engaged in the business of transporting or distributing a utility product that directly or indirectly serves the public and that is authorized by state law to operate, construct, and maintain its facilities over, under, across, on, or along highways. The term includes a common carrier and a gas corporation.
- **Private Utility** - A person, firm, corporation, or other entity engaged in a utility business other than a public utility or saltwater pipeline operator. The term includes an individual who owns a service line.

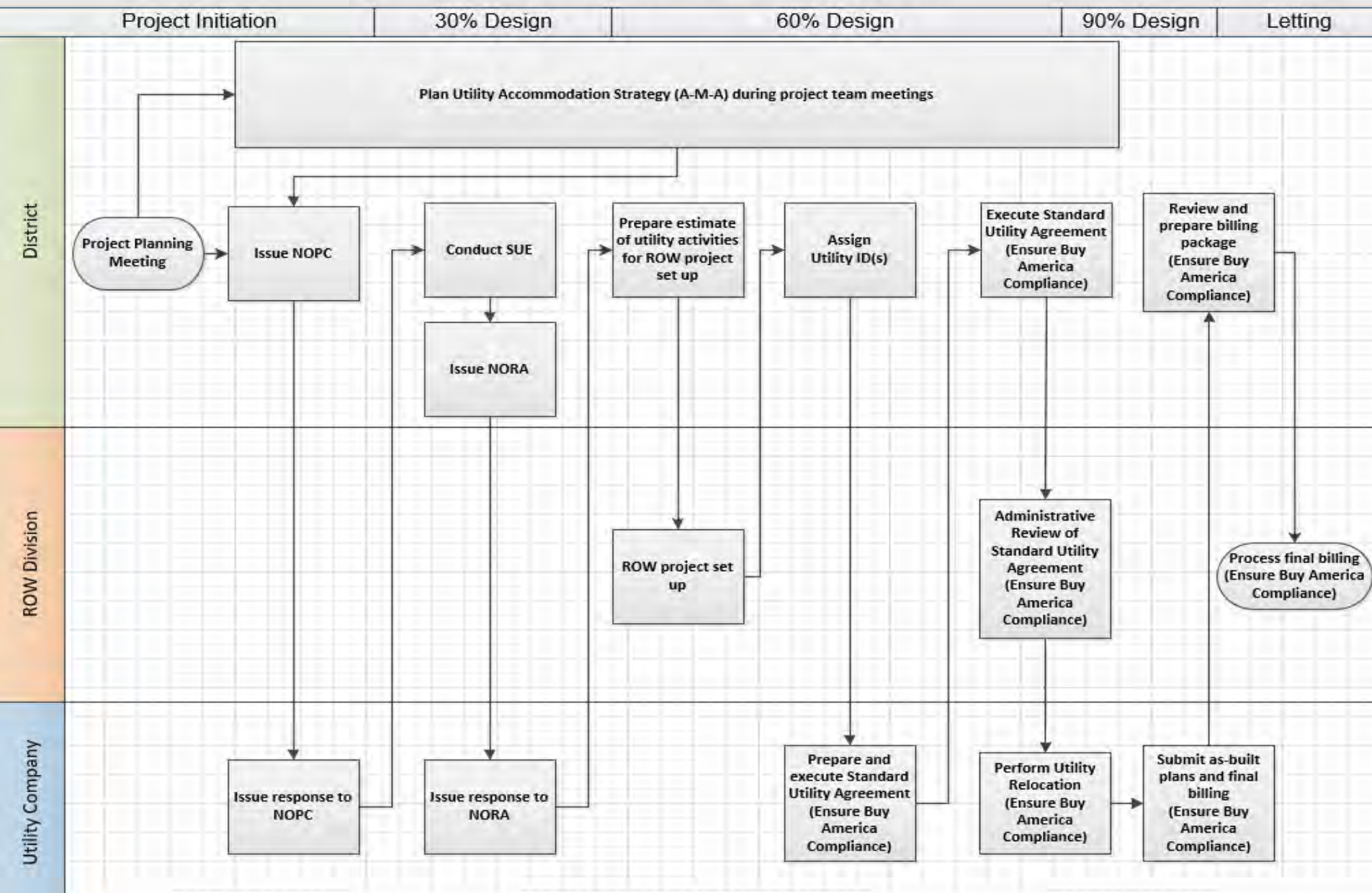


- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
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- **Utility Accommodations Process Overview**
- Utility Coordination
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# Utility Accommodations Process



## TxDOT Utility Accommodations Process







- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
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- Utility Accommodations Process Overview
- **Utility Coordination**
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- It is important that TxDOT **and their Consultants** work closely with utility industry partners to determine both the identification and scope of the utility effort within the proposed TxDOT project.
- To this end, ROW Division has implemented the AMA principle.



Eligibility for reimbursement is determined by a number of different factors. One such factor is:

- The type of roadway facility
  - Interstate roadways are 100% eligible.
  - Eligibility on Non-interstate roadways is based on the utility having an existing property interest (easement) in which the existing utility facility is located and is impacted by the proposed highway improvements.
  - Toll roads are 50% eligible, at a minimum. May be more if the utility can establish property interest.



## First Step (Function)

Interstate

Non-Interstate

Toll Facility

## Second Step (Proof of Compensable Interest)

Not Applicable

Easement  
Documentation

Easement / Toll  
Designation  
Documentation

## Third Step (Calculate Ratio)

Not Applicable

Eligibility Ratio

Eligibility Ratio

## Fourth Step (Other Considerations)

Function

Direct Conflict

Betterment



Master Utility  
Agreement

Standard  
Utility  
Agreement

Supplemental  
Utility  
Agreement

Utility Joint  
Use  
Agreement

Utility  
Installation  
Review  
(Permit)



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## Guidelines

On federal-aid projects, utility facility owners will use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility, in compliance with the Buy America provisions of 23 CFR 635.410 as amended. Examples of such products may include poles, cross arms, and structural support members; towers and girders used to comprise transmission towers and stand-alone structures; conductor support cables; high-strength bolts used as anchor bolts and anchor rods; iron or steel baseplates; encasement pipes, pipes and valves; rebar and other reinforcing iron/steel for all cast-in-place and precast installations; conduit and ducting; fire hydrants; manhole covers, rims, and drop-inlet grates.

Prior to the installation of products subject to Buy America compliance, the utility facility owner will submit an executed TxDOT Form 1818 with attached Mill Test Reports, issued and signed by the initial fabricator, supplier of materials, or utility owner. Mill Test Reports should state that the materials were manufactured domestically. In certain instances, the utility facility owner may demonstrate Buy America compliance by providing a written certification signed by the vendor or manufacturer on company letterhead or other acceptable documentation signed by an authorized representative declaring that all supplied materials subject to the Buy America provisions are fully compliant. The written certification will include the specific project information pertaining to the Standard Utility Agreement and state that all products that are composed predominately of steel and/or iron were manufactured domestically and in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

Certain utility agreements, executed before Dec. 31, 2013, that do not have federal funding for utility materials or relocation are not subject to Buy America (even if other contracts associated with the project were reimbursed with federal funds). The date of the original utility agreement will be used as the date to determine Buy America compliance if the utility agreement is amended after December 31, 2013 unless the amendment includes major changes in the scope of work.

Betterments as part of a reimbursable Utility Agreement must be Buy America compliant.

Buy America does not apply to assembly materials, attachment materials, housing encasements, or miscellaneous electronics, as defined below.

Buy America does not apply to any associated materials (including spare materials) required for maintenance.

Language – verify compliance prior to installation

Language – acceptance of written certification – in certain instances

Removed percentages

Provide example of materials that may be subject to Buy America Requirements

Language – betterments



Added language –  
specifically referring to Buy  
America and Steel and Iron  
Preference Provisions

Form ROW-U-35  
(Rev. 10/20)  
Page 2

acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$\_\_\_\_\_ as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility

# Utility Agreement Revisions



Form ROW-U-35  
(Rev. 10/20)  
Page 2

acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$\_\_\_\_\_ as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

- Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment "A");
  - Accounting Method (Attachment "B");
  - Schedule of Work (Attachment "C");
  - Statement Covering Contract Work – ROW-U-48 (Attachment "D");
  - Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
  - Eligibility Ratio (Attachment "F");

\_\_\_\_\_  
Initial Date  
TxDOT

\_\_\_\_\_  
Initial Date  
Utility

Revised language – reimbursement requests to be submitted within one year of work being completed

Added language – consequences of non-compliance

Added language – consequence of untimely submission



- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
- Utilities and Their Rights
- Utility Accommodations Process Overview
- Utility Coordination
- Buy America/Iron and Steel Preference Provisions
- **Cost Estimating**
- Monitoring Progress



# Actual Cost Estimate – Example



Line Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	3" SDR 21 CL 200 PVC Water Line	960	LF	\$ 15.00	\$14,400.00
2	3" DR 17 Yelomine Certa-Lok PVC WL	320	LF	\$ 17.00	\$ 5,440.00
3	3" Gate Valve and Box {*}	2	EA	\$1,000.00	\$ 2,000.00
4	2" Flush Valve including G.V. & Box {*}	2	EA	\$1,300.00	\$ 2,600.00
5	3" Mainline Connection	2	EA	\$1,800.00	\$ 3,600.00
6	Bore and 6" HDPE Casing	280	LF	\$ 45.00	\$12,600.00
7	New 3/4" Service Meter, Connection, etc.	1	EA	\$ 750.00	\$ 750.00
8	Markers	8	EA	\$ 60.00	\$ 480.00
9	Metal Detectable Tape	1,000	LF	\$ 0.20	\$ 200.00
<b>ESTIMATE TOTAL</b> (Items 1-9)		<b>\$42,070.00</b>			



- TxDOT Project Development Process Overview
- Applicable Laws and Regulations
- Utilities and Their Rights
- Utility Accommodations Process Overview
- Utility Coordination
- Buy America/Iron and Steel Preference Provisions
- Cost Estimating
- **Monitoring Progress**





Some changes may require execution of Form ROW-U-COA, Standard Utility Agreement – Supplemental Agreement.

## Lump Sum

Changes to scope of work.

## Major Changes

Major changes are those exceeding \$100,000.00 or 25% of the approved agreement, changes in the scope of work, as approved, and any new additions or major deletions to the approved agreement assembly.

## Betterment Percentage Revisions

Adjustments containing betterment credit require revisions when any changes are involved. Any changes in work may require a revision of the betterment percentage established in the approved agreement assembly.



Put your questions in the Chat  
Or  
Raise your hand





What Topics that have been discussed to this point?

- a) Utility Coordination
- b) Cost Estimating
- c) Applicable Laws and Regulations
- d) All of the Above **Answer**



Does the type of Highway Facility play a role in the Eligibility ratio?

- a) True **Answer**
- b) False

Will start  
tomorrow at  
10:00am!







# TxDOT Utility Coordination

ROW 101 – Day 3

July 2020 Edition









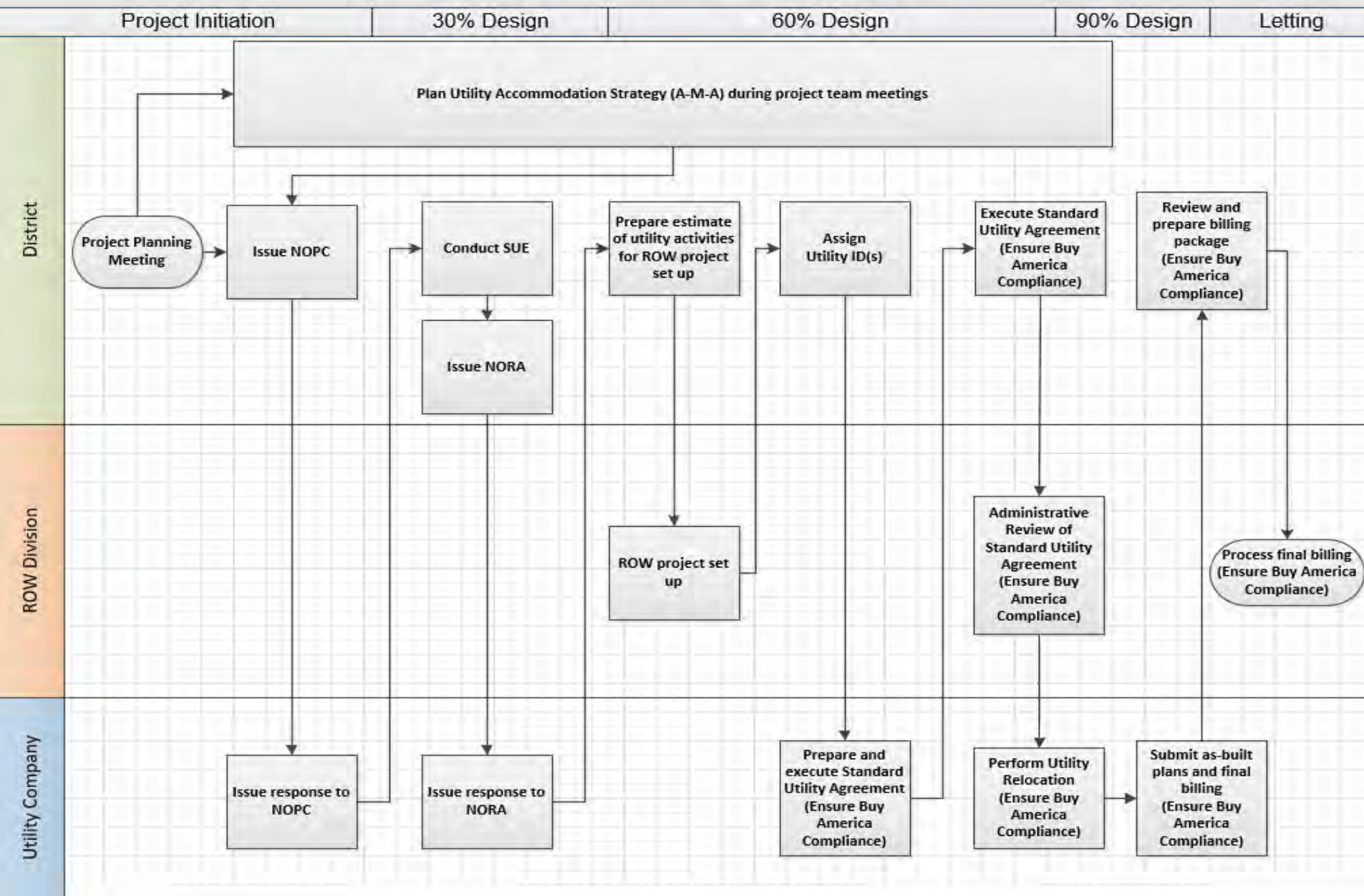
## ■ TxDOTCONNECT

- Billing and Invoicing
- Utility Accommodation Coordination and Verification (UACV) Services
- Summary and Review
- Wrap Up

# Utility Accommodations Process



## TxDOT Utility Accommodations Process





## Pre-Environmental ROW/UTL Activities

Activities that can be performed prior to obtaining full authority; for example: parcel surveys, appraisals and appraisal reviews, and preliminary utility investigations and identification of utility conflicts.

## Post-Environmental ROW/UTL Activities

Activities that can be performed after full authority is obtained, for example, negotiation with the property owner.

## ROW/UTL Activities Completed

Acquisition of all necessary parcels is complete.

## Financial Closeout

All financial transactions have been completed for the project.

## Records Closeout Completed

All records related to the project have been completed.

# Utility Parcels Status Progression

## ***Relevant Parcel status***

## ***When to use***

1

Utility Identified

Use once conflict analysis has found issue with utility

2

Utility Notified of Conflict

Use once utility provider has been notified of the utility conflict

3

Emergency Work  
Authorization Executed

Use when emergency work authorization is executed by TxDOT

4

Agreement sent to Utility

Agreement sent to utility for completion

5

Agreement Received from  
Utility

Completed agreement received by Utility Coordinator from utility provider

6

Utility Agreement Executed

Use once utility agreement has been executed by TxDOT

# Utility Parcels Status Progression

## *Relevant Parcel status*

## *When to use*

7

Adjustment in Progress

Use once utility provider has begun work to move conflicting facility

8

Adjustment Completed

Utility adjustment has been completed in field

9

Adjustment Completed - 90% paid

Utility adjustment has been completed in field, 90% payment made

10

Adjustment Completed – Final Payment Made

Final payment made, no further cost related to adjustment

11

Utility No Longer in Conflict

Utility parcel needs to be canceled or suspended; no adjustment required





## Divisions

[Aviation](#)

[Bridge](#)

[Civil Rights](#)

[Communications](#)

[Compliance](#)

[Construction](#)

[Contract Services](#)

[Design](#)

[Environmental Affairs](#)

[Financial Management](#)

[Fleet Operations](#)

[General Counsel](#)

[Government Affairs](#)

[Human Resources](#)

[Information Technology](#)

[Internal Audit](#)

[Maintenance](#)

## Modernize Portfolio and Project Management Initiative

[Texas Department of Transportation](#) > [Inside TxDOT](#) > [Divisions](#) > [Transportation Programs](#)

TxDOTCONNECT is the agency's new, custom-built system for managing the delivery of transportation programs, projects and right of way. The system allows us to make a leap forward in productivity and consolidate the functionality of many of the legacy systems currently used by TxDOT. The agency launched the system in early 2019.

In October, TxDOT launched the second major release of TxDOTCONNECT, which delivered new functionality for Engineer's Estimate and Bid Item Management.

Right of Way and Utilities functionality will be added to TxDOTCONNECT in the next major release in spring of 2020. Additional information is available on the [Access and Training](#) page.

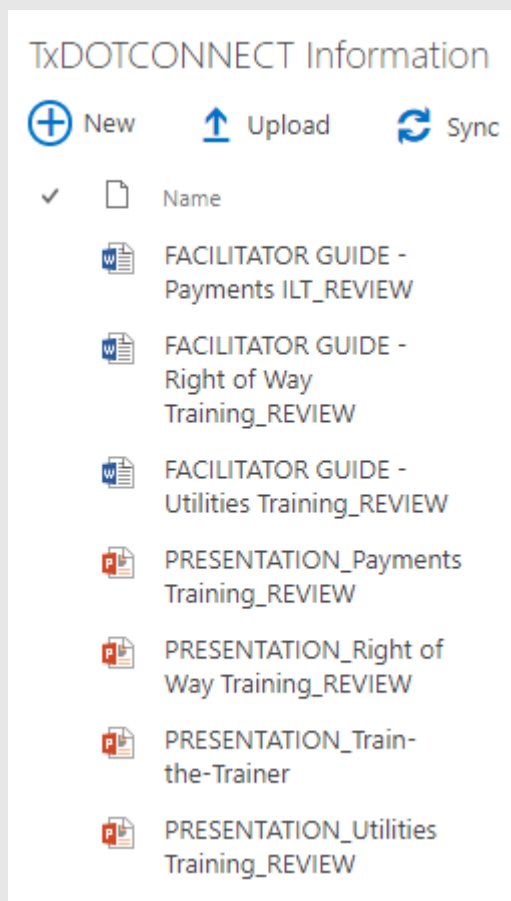
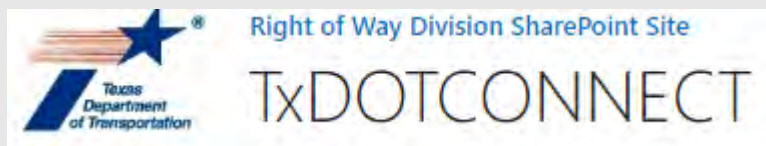
### Key Benefits of TxDOTCONNECT:

- Modern, web-based, user-friendly, custom system.
- Standardizes data and reporting formats.
- Automates workflow between stakeholders.
- Provides a single source for project data.
- Introduces geospatial mapping functions.
- Makes information easier to access and share.
- Consolidates the functionality of up to 40 legacy systems with an enterprise-wide system to plan, manage and measure transportation programs.

TxDOTCONNECT impacts TxDOT employees and our external partners such as consultants, contractors, vendors, metropolitan planning organizations, local governments and the Federal Highway Administration (FHWA).

# TxDOTCONNECT





# Accessing SharePoint for TxDOTCONNECT help



SharePoint

BROWSE PAGE

Right of Way Division SharePoint Site

## TxDOTCONNECT

ROW Home

Topic Pages

- Acquisition & ED
- Contracts & Finance
- Resource Library
- Dispositions & Leasing
- Map & Survey
- Outdoor Advertising
- Real Estate Management
- Staff Support
- Utilities

Recent

- OnBase Support Video Library
- OnBase Support Promoted Links

Site contents

Click here to access the TxDOTCONNECT Crossroads Page

### TxDOTCONNECT

TxDOTCONNECT Links

[+ new link](#) or edit this list

✓	📄	Edit	URL	Notes
	📄		<a href="#">TxDOTCONNECT - Crossroads</a>	...
	📄		<a href="#">TxDOTCONNECT - SharePoint</a>	...
	📄		<a href="#">ROW - TxDOTCONNECT - Discovery</a>	...
	📄		<a href="#">MPPM - TxDOT.gov</a>	...
	📄		<a href="#">Champion Program Materials</a>	...
	📄		<a href="#">View Temporary Work Arounds</a>	...
	📄		<a href="#">View Future Enhancements</a>	...

### TxDOTCONNECT Information

[+ New](#) [Upload](#) [Sync](#) [Share](#) [More](#) ▼

✓	📄	Name	Modified	Modified By
	📄	FACILITATOR GUIDE - Payments ILT_REVIEW	March 26	Bradley Matejowsky
	📄	FACILITATOR GUIDE - Right of Way Training_REVIEW	March 26	Bradley Matejowsky
	📄	FACILITATOR GUIDE - Utilities Training_REVIEW	March 26	Bradley Matejowsky



Put your questions in the Chat  
Or  
Raise your hand







If the Utility is completed in the field the Status should be changed to \_\_\_\_\_.

- a) Utility No Longer in Conflict
- b) Utility adjustment has been completed in field
- c) Adjustment Completed **Answer**
- d) Utility not in Conflict



What are 2 key benefits of TxDOTCONNECT?

- a) Combines the functionality of 250 programs
- b) Provides a single source of project data
- c) Standardizes data and reporting formats
- d) Modern, Non Web based system

Answer

Answer





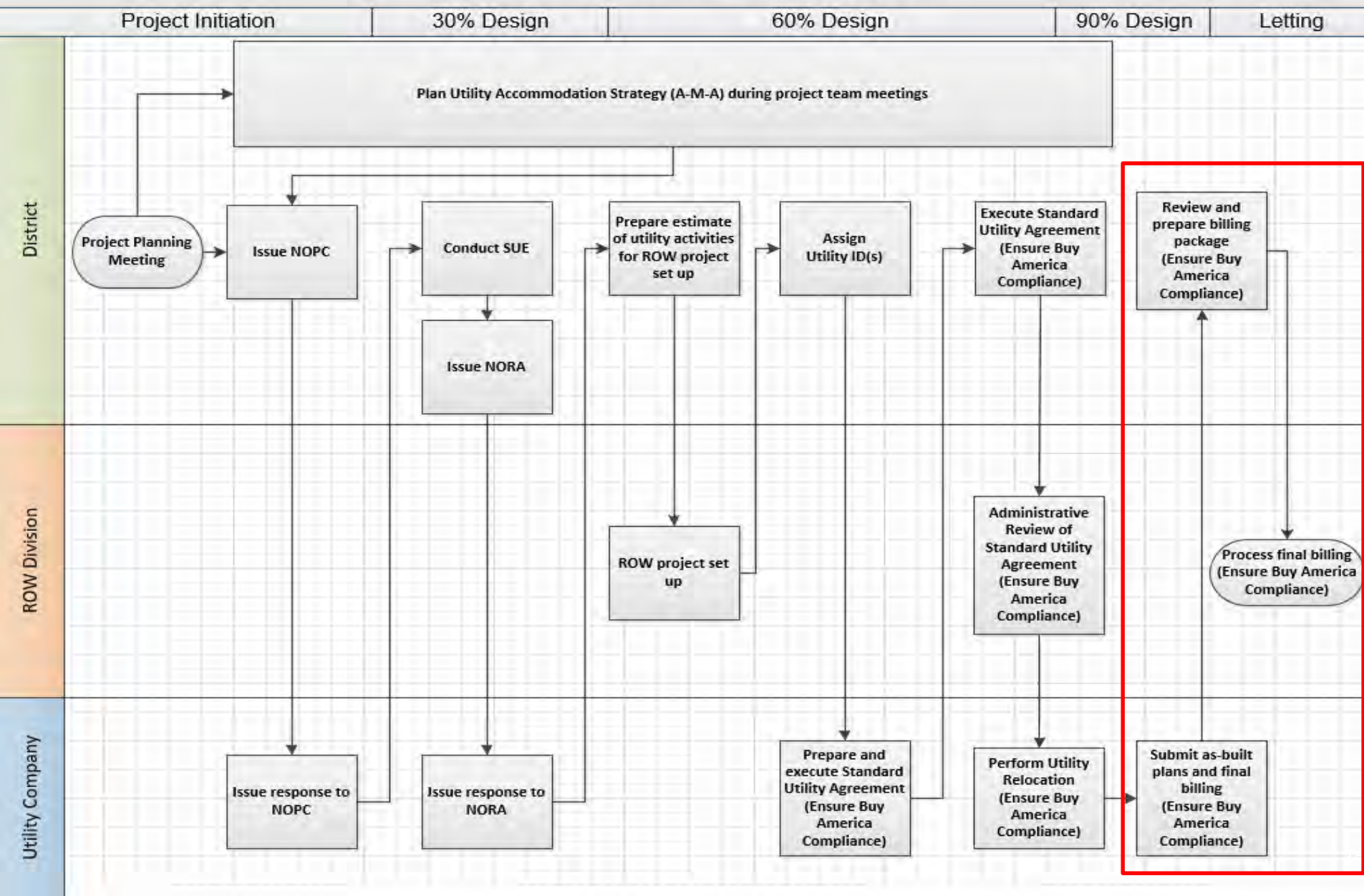
Use green checkmark when you return



# Utility Accommodations Process



## TxDOT Utility Accommodations Process





- TxDOTCONNECT
- Billing and Invoicing
- Utility Accommodation Coordination and Verification (UACV) Services
- Summary and Review
- Wrap Up



# Utility Considerations

## Billing/Invoicing



## Participant Responsibilities

**Utility** – Provide “as-built” plans if significant differences from **approved** plans. Submit a single comprehensive invoice upon compilation of all records. Maintain detailed billing records demonstrating compliance with Buy America or State Iron and Steel Preference Provisions; the documentation must be available for review in the event of an audit.

**LPA** – Adhere to TxDOT guidelines, policies, and promptly process reimbursement requests.

**District** – Provide guidance to utility accounting/billing personnel regarding requirements of reimbursement. Assist the utility with forms, track & manage prompt billings, and review & process invoices.

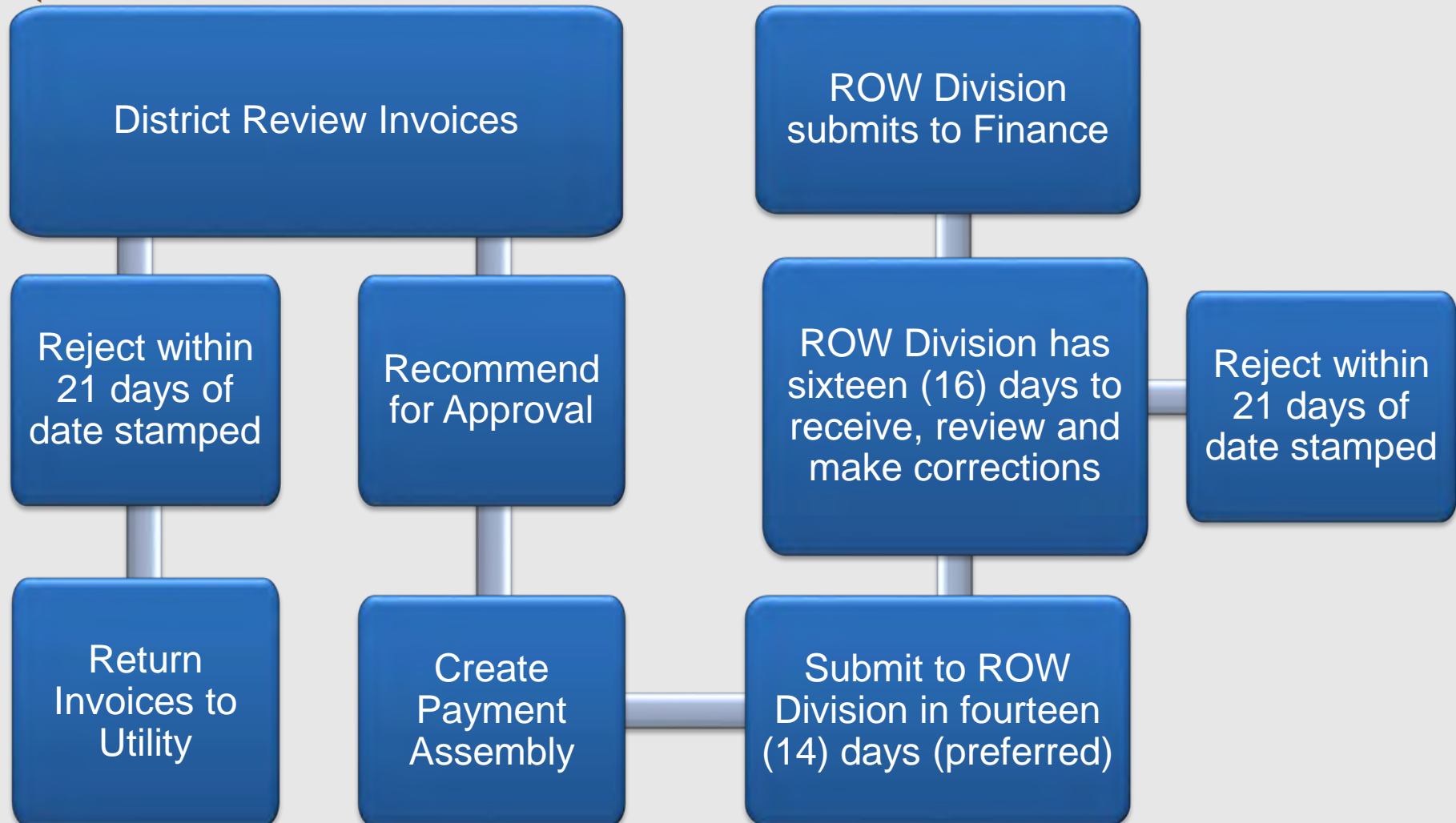
**Division** – Provide guidance, process utility payments, and follow up on all billing / payment concerns.







## Best Practices







## Partial Payments

Partial payments will not be made until all items on the cost estimate related to **Buy America or Steel and Iron Provisions** have been submitted and verified for compliance.

Each item must be listed according to its corresponding item in the estimate.

All Partial Payment Requests must be prepared in a format that corresponds with the Estimate Section of the approved Utility Agreement.

All payment requests must be supported with adequate documentation to support the actual costs.



Support for Certificate of Partial Payment for Utility Accommodation					
Partial Payment Number: 2		Certificate Period:		Form ROW-U-27 (10/20)	
ROW CSJ: 1234-56-789		From: 2/1/2016		<b>Amount of:</b> <input checked="" type="radio"/> ORIGINAL ESTIMATE <input type="radio"/> SUPPLEMENTAL ESTIMATE <b>\$100,000.00</b>	
Utility ID#: U000025698		To: 11/1/2019			
U No.: U12548		Agreement Date: 2/1/2020			
Utility Co.: The Utility Company		District: SAT			

Item	Description of Item	Estimate Amount	Actual Cost Incurred To-Date	Percent of Estimate Invoiced	Percent of Actual Work Completed
1	Inspection	\$25,000.00	\$4,000.00	16%	100%
2	Director of Public Works/ City Manager	\$26,000.00	\$25,000.00	96%	10%
3	Secretarial / Accounting	\$24,000.00	\$25,000.00	104%	20%
4	Engineering	\$25,000.00	\$24,000.00	96%	100%
5					
6					
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30					
<b>TOTALS</b>		<b>\$100,000.00</b>	<b>\$78,000.00</b>	<b>78%</b>	

<b>Total Cost Incurred:</b> \$78,000.00 <b>Less Betterment Ratio Percentage:</b> <b>Less Salvage Credit:</b> <b>Difference:</b> \$78,000.00 <b>Eligibility Ratio:</b> 100.00% <b>Eligibility Amount:</b> \$78,000.00 <b>Less 10% Retained:</b> \$7,800.00 <b>Difference:</b> \$70,200.00 <b>Less Previous Payments:</b> <b>AMOUNT DUE THIS CERTIFICATE:</b> \$70,200.00	Application is hereby made for payment of labor and materials furnished to date in accordance with the above-mentioned agreement.  <div style="border-top: 1px solid black; padding-top: 5px;">                     Utility Company Representative                 </div> <div style="border-top: 1px solid black; padding-top: 5px;">                     Title                 </div> <div style="border-top: 1px solid black; padding-top: 5px;">                     Date                 </div>
--	--

# Utility Payment Review – Utility Payment Checklist - District

Prior to the start of review.

- Fill out the top portion of the Billing Checklist (ROW-U-BillChkDist).
- Pull the agreement associated with the payment request.

**UTILITY PAYMENT/BILLING CHECKLIST**  
(to be included with submittal)

Form ROW-U-BillChkDist  
(Rev. 10/2011)  
Page 1 of 1

U No.: \_\_\_\_\_ Utility ID: \_\_\_\_\_ District: \_\_\_\_\_ Amount Billed: \$ \_\_\_\_\_  
Utility Co.: \_\_\_\_\_ County: \_\_\_\_\_ L.P.A.(s) (if applicable): \_\_\_\_\_  
ROW CSJ No.: \_\_\_\_\_ Con CSJ No.: \_\_\_\_\_ Federal-Aid ROW Project No. (if applicable): \_\_\_\_\_  
Highway & Limits: \_\_\_\_\_ ROW Project Release Date: \_\_\_\_\_  
Agreement Approval Date: \_\_\_\_\_ Emergency Work Authorization Date (if applicable): \_\_\_\_\_  
Payment assembled by: ☐ TxDOT Utility Coordinator ☐ TxDOT Consultant  
Dates of Work (from/to): \_\_\_\_\_ to \_\_\_\_\_  
Funding: ☐ State ☐ County ☐ City ☐ Federal  
The Billing Package Contains: ☐ District Memo ☐ Invoice

☐ Yes ☐ No ☐ N/A TxDOTCONNECT Payment Voucher created and correct (PIN/VID/TIN, Delivery Date, Partial Payments credit applied if applicable, final audit citations reflected if applicable, final or partial wording present, accounting distribution coding correct, correct mail code used, correct utility name shown)

☐ Yes ☐ No ☐ N/A Field verification of charges performed? Inspectors diary used?

☐ Yes ☐ No ☐ N/A Pay pending determination of costs

☐ Yes ☐ No ☐ N/A Materials identified as subject to BuyAmerica compliance have the appropriate documentation (if applicable)

☐ Yes ☐ No ☐ N/A Work billed agrees with work approved / executed agreement

☐ Yes ☐ No ☐ N/A Changes in work approved by District/Division

☐ Yes ☐ No ☐ N/A Consultant engineering contract approved by District/Division

☐ Yes ☐ No ☐ N/A Consultant engineering charges agree with approved contract and do not exceed maximum amount payable clause

☐ Yes ☐ No ☐ N/A Low bid contractor used

☐ Yes ☐ No ☐ N/A Continuing contractor used

☐ Yes ☐ No ☐ N/A Bid tabulation/continuing contract rate sheet included

☐ Yes ☐ No ☐ N/A Established eligibility ratio applied correctly

☐ Yes ☐ No ☐ N/A Established betterment credit applied correctly

☐ Yes ☐ No ☐ N/A Established accrued depreciation applied correctly

☐ Yes ☐ No ☐ N/A Salvage credit given

☐ Yes ☐ No ☐ N/A Extensions and Totals are correct

☐ Yes ☐ No ☐ N/A Utility Joint Use Agreement already executed (if applicable) or is submitted with final billing assembly

☐ Yes ☐ No ☐ N/A Quitclaim executed and recorded (if applicable)

☐ Yes ☐ No ☐ N/A Location/address of records shown

☐ Yes ☐ No ☐ N/A Start of work, work completion, dates of work for billing shown

☐ Yes ☐ No ☐ N/A Conditions applied at time of approval satisfied/addressed

☐ Yes ☐ No ☐ N/A Partial Payments Completed Form ROW-U-27

☐ Yes ☐ No ☐ N/A Database entries made (ROW Division only)

Comments: \_\_\_\_\_

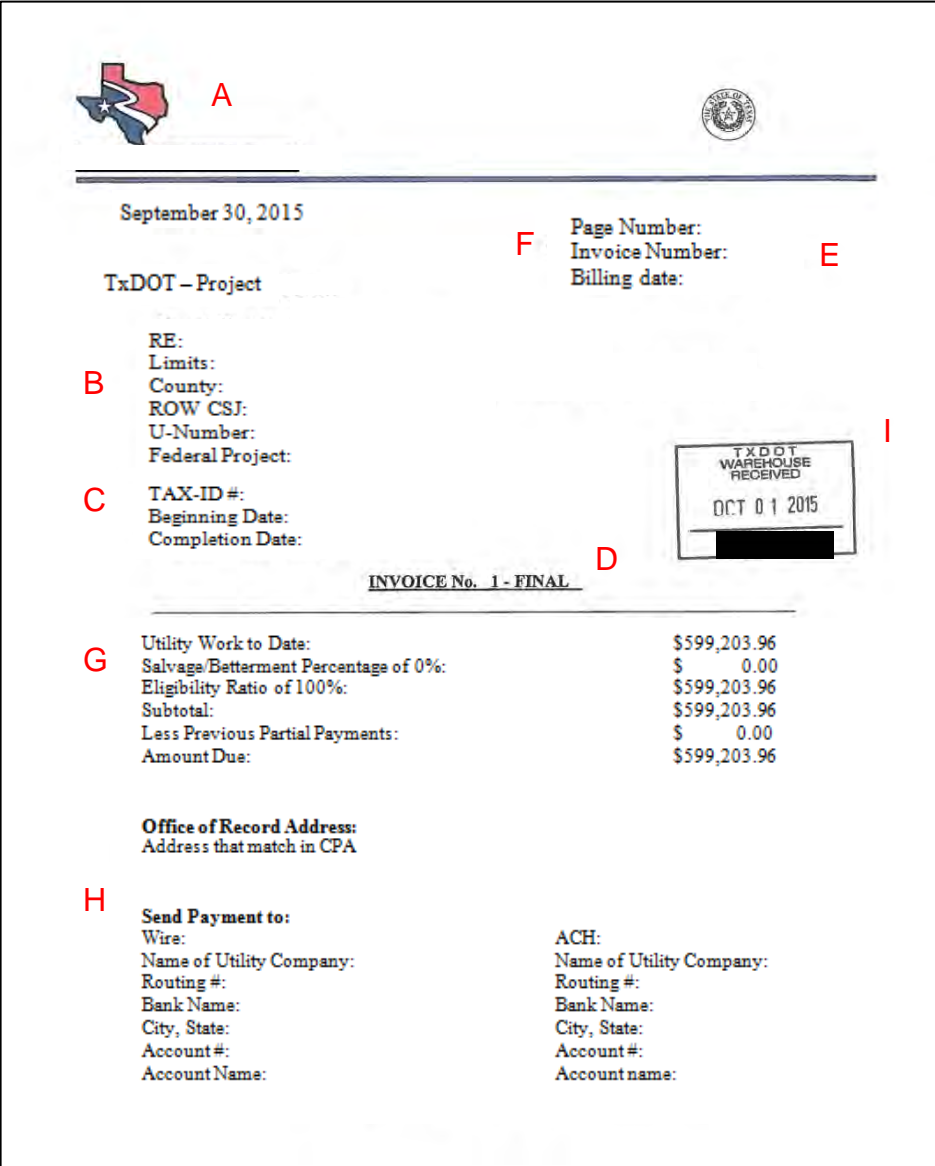
Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_


[Contact/Help](#)



# Invoice from Utility on Company's Letterhead

- A. Every payment request from an utility must have a memo with the company's letterhead.
- B. Project information
- C. Begin and End Date of Installation.
- D. Indicator of Final or Partial Billing
- E. Billing Date
- F. Invoice number (if available)
- G. Reimbursement Breakdown
- H. Location/instruction of where to send the payment.
- I. Date Stamp from District



**A** 


**F** September 30, 2015

**E** Page Number:  
Invoice Number:  
Billing date:

**B** TxDOT – Project

**C** RE:  
Limits:  
County:  
ROW CSJ:  
U-Number:  
Federal Project:

**D** TAX-ID #:  
Beginning Date:  
Completion Date:

**I** 

**G** INVOICE No. 1 - FINAL

Utility Work to Date:	\$599,203.96
Salvage/Betterment Percentage of 0%:	\$ 0.00
Eligibility Ratio of 100%:	\$599,203.96
Subtotal:	\$599,203.96
Less Previous Partial Payments:	\$ 0.00
Amount Due:	\$599,203.96

**H** Office of Record Address:  
Address that match in CPA

**H** Send Payment to:

Wire:	ACH:
Name of Utility Company:	Name of Utility Company:
Routing #:	Routing #:
Bank Name:	Bank Name:
City, State:	City, State:
Account #:	Account #:
Account Name:	Account name:



# Types of Supporting Documentation

<b>Cost Type</b>	<b>Preferred Documentation</b>	<b>Acceptable Documentation</b>
<b>Utility Labor</b>	Certified Time Sheets	Certified Utility Company's accounting ledger
<b>Utility's Equipment</b>	Certified Time Sheets	Certified Utility Company's accounting ledger
<b>Materials and Supplies</b>	Invoice from Supplier	Inspector's diary of material on hand or installed and the Certified Utility Company's accounting ledger
<b>Consultant Engineering</b>	Invoice from Consultant	Completed Plan Sets and Certified Utility Company's accounting ledger
<b>Contractor Services</b>	Invoice from Contractor	Inspector's diary or approval of work and the Certified Utility Company's accounting ledger





- Memo Signed by District Engineer
- Form ROW-U-BillChkDist (Billing Checklist)
- Comptroller of Public Accounts (CPA)
- Invoice from Utility Company
- Actual/Lump Sum Cost Breakdown
- Supporting Documentation including Buy America or Steel and Iron Provisions Documentation

# Reimbursement Supporting Documentation - Ledger

Some companies may supply ledgers for reimbursement. This is acceptable if it has been signed by an authorized representative of the company and printed on a company letterhead.

For review:

Make sure that all the columns add up and clearly indicates the reimbursement amount.

**REIMBURSEMENT REQUEST**

Owner: [Redacted] Date: [Redacted]  
Contractor: [Redacted] Project No. 22234  
Project: U.S. Highway 290 East  
TxDOT CSI No. 0114-06-030  
Bastrop County, Texas

**ITEMIZED SUMMARY**

Item No.	Item Description	Unit Price	Contract Quantity	Installed This Est.	Units Of Ms	Cost This Est.	Installed To Date	Total Cost To Date	Contract Total \$
1	2" SDR 21 PVC Pipe Installed	\$5.00	1090 LF	-	LF	\$0.00	-	\$0.00	\$5,450.00
2	12 Gauge Tracer Wire Installed	\$0.50	1090 LF	1,080	LF	\$540.00	1,080	\$540.00	\$545.00
3	Sand Bedding	\$4.50	1090 LF	860	LF	\$3,870.00	860	\$3,870.00	\$4,905.00
4	2" Flushing Valve Assembly	\$900.00	1 EA	-	EA	\$900.00	1	\$900.00	\$900.00
5	2" Gate Valve w/ valve box	\$600.00	1 EA	-	EA	\$0.00	-	\$0.00	\$600.00
6	Disconnect, Relocate & Reconnect Mtu	\$600.00	2 EA	2	EA	\$1,200.00	2	\$1,200.00	\$1,200.00
7	O/C Gravel Driveway w/ 4" PVC Casing	\$15.00	20 LF	-	LF	\$0.00	-	\$0.00	\$300.00
8	Erosion Control w/ Silt Fencing	-	-	-	-	-	-	-	-
9	2" Wet Connection	\$1,000.00	1 EA	1	EA	\$1,000.00	1	\$1,000.00	\$1,000.00
10	1" Auto. Air/Vac. Release Valve	\$1,400.00	1 EA	-	EA	\$0.00	-	\$0.00	\$1,400.00
11	Trench and Shoring Safety	\$500.00	1 LS	1	LS	\$500.00	1	\$500.00	\$500.00
12	Clearing and Chipping	\$1,500.00	1 LS	-	LS	\$0.00	-	\$0.00	\$1,500.00
13	Directional Bore w/ 4" PVC Casing	\$45.00	-	220	LF	\$9,900.00	220	\$9,900.00	-
14	2" Yelomine Installed	\$7.00	-	1,080	LF	\$7,560.00	1,080	\$7,560.00	-
15	2" Harco 90 Bends	\$350.00	-	2	EA	\$700.00	2	\$700.00	-
16	2" Harco Knock Out	\$350.00	-	1	EA	\$350.00	1	\$350.00	-
17	Temporary Tie In	\$500.00	-	1	EA	\$500.00	1	\$500.00	-
Construction Total:						\$27,020.00		\$27,020.00	\$18,300.00
Materials On Hand:									
Retainage:									
Less Previous Payment Draw:						\$0.00		\$0.00	
<b>AMOUNT DUE:</b>						<b>\$27,020.00</b>		<b>\$27,020.00</b>	

The Contractor hereby certifies that all payments received from the Owner for this project have been or will be applied to discharge in full all obligations incurred by the Contractor in work included in this Pay Request and title to all material and equipment incorporated in said work, will pass to the Owner at time of payment, free and clear of all liens, claims, security interests and encumbrances, except as covered by Bond acceptable to the Owner.

Submitted By: [Redacted] Date: [Redacted]  
Recommended By: [Redacted] Date: [Redacted]  
Approved By: [Redacted] Date: [Redacted]



## Final Payments

Final payments will not be made until all items on the cost estimate related to **Buy America or Steel and Iron Provisions** have been submitted and verified for compliance.

Each item must be listed according to its corresponding item in the estimate.

Final Payment Requests must be prepared in a format that corresponds with the cost estimate.

Payment requests must be supported with adequate documentation evidencing reimbursement of actual costs.

# Reimbursement Supporting Documentation – Cost Comparison

## Estimated Construction Costs Interstate Highway 45/610 Direct Connector Limits: From IH 610 (S Loop) EB to IH 45 NB

U-Number: County: Harris  
Federal Project No.: CM 2013(984) ROW CSJ No.: 0050-03-566

Description	Total	Supplement One	Actual Costs
<b>A. Materials</b>			
Gas Line Relocation Materials			
See Item 1 Material Summary Sheet	230.17	615.24	615.24
See Item 2 Material Summary Sheet	14,443.51	10,318.92	10,453.46
See Item 3 Material Summary Sheet	4,552.93	1,486.37	1,705.79
<b>Material Sub-Total</b>	<b>19,226.61</b>	<b>\$12,420.53</b>	<b>\$12,774.49</b>
<b>B. Labor</b>			
Company			
See Item 1 Labor Sheet	0.00	0.00	0.00
See Item 2 Labor Sheet	1,232.70	1,684.56	1,684.56
See Item 3 Labor Sheet	0.00	0.00	0.00
<b>Labor Sub-Total</b>	<b>1,232.70</b>	<b>\$1,684.56</b>	<b>\$1,684.56</b>
<b>C. Construction</b>			
Subcontractor			
See Item 1 Labor Sheet	3,296.70	6,731.62	6,731.60
See Item 2 Labor Sheet	22,601.10	68,410.34	118,050.45
See Item 3 Labor Sheet	4,223.70	16,538.02	19,568.80
<b>Construction Sub-Total</b>	<b>30,121.50</b>	<b>\$91,679.98</b>	<b>\$144,350.85</b>
<b>D. Engineering</b>			
Binkley & Barfield, Inc.			
See Item 1 Engineering Sheet	6,991.58	8,328.67	3,178.56
See Item 2 Engineering Sheet	50,354.48	59,984.46	59,173.08
See Item 3 Engineering Sheet	12,560.30	14,962.38	8,713.85
<b>Engineering Sub-Total</b>	<b>69,906.36</b>	<b>\$83,275.51</b>	<b>\$71,065.49</b>
<b>E. Transportation &amp; Equipment</b>			
Equipment			
See Item 1 Equipment & Transportation Sheet	2,361.00	527.39	527.39
See Item 2 Equipment & Transportation Sheet	6,107.40	10,798.09	15,116.73
See Item 3 Equipment & Transportation Sheet	2,483.92	304.50	304.50
Transportation			
See Item 1 Equipment & Transportation Sheet	0.00	0.00	0.00
See Item 2 Equipment & Transportation Sheet	849.00	509.95	909.23
See Item 3 Equipment & Transportation Sheet	0.00	0.00	0.00
<b>Transportation &amp; Equipment Sub-Total</b>	<b>11,801.32</b>	<b>\$12,139.93</b>	<b>\$16,857.85</b>
<b>F. Right of Way</b>			
	0.00		
<b>Right of Way Sub-Total</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Estimated Construction Costs Interstate Highway 45/610 Direct Connector Limits: From IH 610 (S Loop) EB to IH 45 NB

Description	Total	Supplement One	Actual Costs
<b>G. Salvage, Abandoned Facilities &amp; Removal of Materials</b>			
Salvage			
Abandoned Facilities			
Required Removal of Materials			
Credits			
<b>Salvage, Abandoned Facilities &amp; Removal of Mat'l's Sub-Total</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>H. Betterments</b>			
Forced Betterments			
<b>Betterment Sub-Total</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>I. Miscellaneous</b>			
Type			
(SWPPP, Security, Product Loss, Trench Safety Plan, Testing & Removal of Contaminated Soils)			
See Item 1 Miscellaneous Sheet	900.00	0.00	0.00
See Item 2 Miscellaneous Sheet	1,835.00	5,563.79	0.00
See Item 3 Miscellaneous Sheet	345.00	0.00	0.00
<b>Miscellaneous Sub-Total</b>	<b>3,080.00</b>	<b>\$5,563.79</b>	<b>\$0.00</b>
<b>J. Overhead &amp; Burden</b>			
Purchase & Stores Overhead			
See Item 1 Estimate Summary Sheet	32.74	140.89	140.89
See Item 2 Estimate Summary Sheet	2,054.44	4,039.75	2,997.53
See Item 3 Estimate Summary Sheet	647.61	340.38	393.91
General Overhead			
See Item 1 Estimate Summary Sheet	3,804.29	4,501.58	1,946.08
See Item 2 Estimate Summary Sheet	27,399.12	44,429.57	36,228.64
See Item 3 Estimate Summary Sheet	6,834.37	9,263.17	5,335.04
<b>Overhead &amp; Burden Sub-Total</b>	<b>40,772.58</b>	<b>\$62,715.34</b>	<b>\$47,042.09</b>
<b>Original Estimated Amount</b>	<b>\$176,141.06</b>	<b>\$269,479.63</b>	
<b>Supplement One</b>		<b>\$93,338.58</b>	
<b>Amount of Final Invoice</b>			<b>\$293,775.33</b>





## Miscellaneous Claims

If a utility does not submit an invoice within 24 months after the end of the fiscal year in which the date the performance of the service under the contract is completed, (i.e., by August 31, 2015 for the fiscal year ending August 31, 2013), the reimbursement must go through the Miscellaneous Claims Process, which may require the **reauthorization of funds by the State Legislature**. Therefore, TxDOT encourages utilities to submit their billings within this time frame.



Put your questions in the Chat  
Or  
Raise your hand





Who is responsible for the assembly of the payment request packet? (all that apply)

- a) Utility      **Answer**
- b) District      **Answer**
- c) ROW Division
- d) FIN Division



Who is responsible for the review of the payment request packet? (all that apply)

- a) Utility
- b) District **Answer**
- c) ROW Division
- d) FIN Division

Please return by 1:30pm





- TxDOTCONNECT
- Billing and Invoicing
- Utility Accommodation Coordination and Verification (UACV) Services
- Summary and Review
- Wrap Up





# Utility Considerations

Utility Accommodation Coordination and Verification  
(UACV) Services



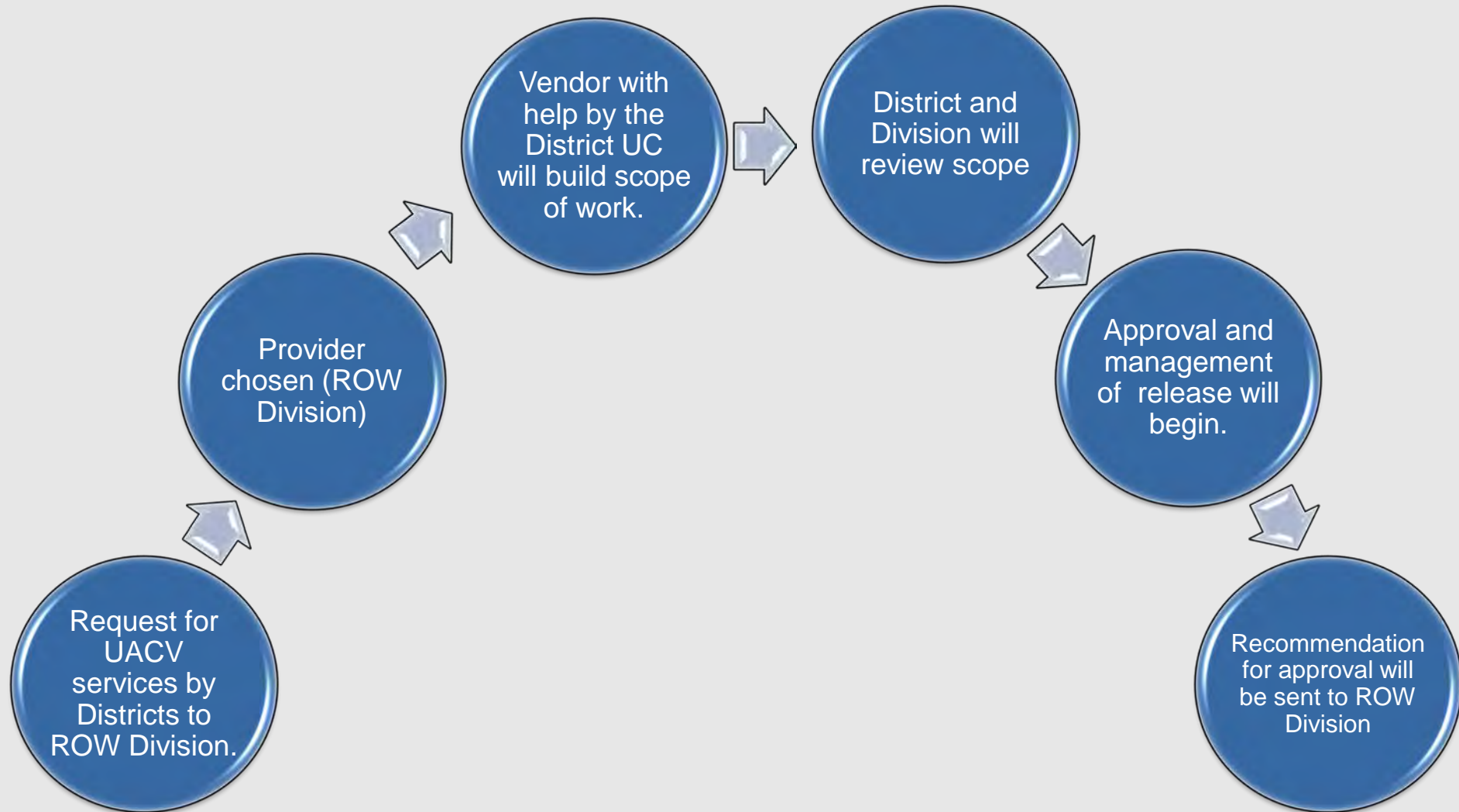
- ROW Division, Utility Portfolio Section (UPS), has procured purchase orders through the Purchasing Division to assist the districts with project delivery.
  - Purpose: Provide utility coordination services (Non-Professional Services)
  - Vendors: 12 Vendors
  - Each Vendor Awarded: \$2,000,000.00
  - Duration: 24 month period



- Some of the services provided are:
  - Internal and external communication
    - » Work plans
    - » Orientation
    - » Initial meetings
    - » Progress Meetings
  - Progress reporting
  - Utility Agreement Assembly and review
  - AFA Review (Where applicable)
  - Invoicing and Payment review
  - On-site Verification of Adjustment or Relocation (Inspection)
  - TxDOTCONNECT Data Entry



## High-Level Process





REQUEST FOR SERVICE- SCOPE

RELEASE

Exhibit A - Work Schedule

Exhibit B - Fee Schedule

Allocation of Funds

## ■ UACV Master Form:

- **First Tab- Request for Service - Scope**—  
(To be filled out by Districts and submitted to assigned Specialist)
- **Second Tab - Release**—  
(To be filled out by the Specialist)
- **Third Tab – Exhibit A – Work Schedule**—  
(To be filled out by Vendor and negotiated with District)
- **Fourth Tab – Exhibit B – Fee Schedule** -  
(To be filled out by Vendor and negotiated with District)
- **Fifth Tab – Allocation of Funds**—  
(For Program Office Use Only)



Right of Way Division - Utility Portfolio Section  
Utility Accommodation, Coordination and Verification (UACV)

**REQUEST FOR SERVICES**

Requesting DDO: SAT - 15	Type of Work Authorization Needed: PO Release ID - Release No.	Date of Initial Request:
-----------------------------	---	--------------------------

**Contact Information****Project Information**

Project Manager (District): Phone Number: Email:	CCSJ: RCSJ: County: HWY: Limits From: Limits To:
Alternate Contact: Phone Number: Email:	Federal Project No: Proposed LET Date: Ready To LET Date:
UPS CONTACT: Rich Truitt Phone Number: (512) 416-2906 Email: richy.truitt@txdot.gov	

Non-Reimbursible Utilities:	Contract Service Date: 2017
Reimbursible Utilities:	
Estimated No. of Utilities: 0	
Estimated Duration: (Months):	

**Comments / Notes**





## Right of Way Division - Utility Portfolio Section Utility Accommodation, Coordination and Verification (UACV)

### RELEASE

Requesting DDO: SAT - 15	Type of Work Authorization Needed: PO Release ID - Release No.	Date of Initial Request:
-----------------------------	---	--------------------------

Contact Information	Project Information
Project Manager (District): Phone Number: Email:	CCSJ: RCSJ: County: HWY: Limits From: Limits To: Federal Project No: Proposed LET Date: Ready To LET Date:
Alternate Contact: Phone Number: Email:	
UPS CONTACT: Rich Truitt Phone Number: (512) 416-2906 Email: <a href="mailto:richey.truitt@txdot.gov">richey.truitt@txdot.gov</a>	

SELECTED VENDOR:

Selected vendor is hereby authorized by the State to begin work (1) one day after the execution of this work authorization.

Selected vendor, acting as an extension of the Texas Department of Transportation (TxDOT), will adhere to the TxDOT Occupational Safety Manual, Chapter 5, Section 14, Personal Protective Equipment.

Project scope is specific to the following: 11. Service Requirements (Ref. Paras. 11.1. thru 11.5.8. And 12. Vendor Deliverables (Ref. Paras. 12.1. thru 12.2.4.).

Invoicing: As per invoicing instructions (Ref. Paras. 11.3.6.2 and 26.1



VENDOR CONTACT INFORMATION	
Primary Contact: <input type="text"/> Phone Number: <input type="text"/> Email: <input type="text"/>	Alternate Contact: <input type="text"/> Phone Number: <input type="text"/> Email: <input type="text"/>
AGREEMENT SPECIFICS	
Total cost shown on the attached Fee Schedule (Exhibit B):	<b>\$24,925.00</b>
Term of this PO Release will begin with the date of execution by the State and expire on:	<input type="text"/>
The terms of the PO Release must not extend past the date of the expiration of the contract unless the contract is amended.	
Responsibilities of the State	
<ol style="list-style-type: none"> <li>1. See attached schematic and electronic files. (If available)</li> <li>2. Provide TxDOT's Standard Payment Submission forms for invoicing (Ref. Paras. 11.3.6.2. and 26.1.).</li> <li>3. Determine the supporting documentation to be submitted with TxDOT's Standard Payment Submission forms (Ref. Para. 11.3.6.2.).</li> </ol>	
See Attached: <ul style="list-style-type: none"> <li>• Work Schedule – Exhibit A</li> <li>• Fee Schedule – Exhibit B</li> </ul>	
Comments / Notes	
This section is intended to be used for additional comments or notes as needed.     	



Right of Way Division - Utility Portfolio Section  
Utility Accommodation, Coordination and Verification (UACV)

## Exhibit A - Work Schedule

START: 9/1/2020

Work Item Description - ITEM NUMBER	10/1/20	10/31/20	11/30/20	12/30/20	1/29/21	2/28/21	3/30/21	4/29/21	5/29/21	6/28/21	7/28/21	8/27/21	9/26/21
<b>11.3. Project Management</b>													
11.3.1. Submit monthly written progress reports for each project, as directed by TxDOT.													
11.3.2. Develop and maintain a detailed project schedule to track project conformance for each work authorization. The schedule submittals shall be hard copy and in an electronic format, as specified by TxDOT.													
11.3.3. Meet on a scheduled basis with TxDOT to review project progress. The meeting schedule will be determined by TxDOT at the post award meeting (Ref. Para. 32.). Assume Bi-Monthly status meetings with TxDOT 24													
11.3.4. Prepare, distribute, and file both written and electronic correspondence.													
11.3.5. Document phone calls and conference calls as required during the project to coordinate the work for various team members.													
<b>11.3.6. File Management</b>													
11.3.6.1. Keep primary project files in the respective district office or Rm PDQ, as requested by TxDOT. Working files shall be kept in the vendor's project administrative office, with all documents generated or received by the respondent forwarded to the Rm PDQ when generated or received.													
11.3.6.2. Use TxDOT's Standard Payment Submission forms for invoicing, or as otherwise specified by TxDOT (Ref. Paras. 25.1 and 27.5.). Supporting documentation shall be submitted with each TxDOT Standard Payment Submission form to TxDOT. Supporting documentation requirements will be determined by the Rm PDM, after the award of the purchase order (Ref. Para. 27.6.).													
11.3.6.3. Maintain records of all payments including warrant number and date paid.													
11.3.6.4. Maintain copies of all correspondence and contacts with utility owners throughout the term of the purchase order.													



## Right of Way Division - Utility Portfolio Section Utility Accommodation, Coordination and Verification (UACV)

### Exhibit B - Fee Schedule

		Staff Type	Total Hours	Rates	Estimate
		Project Manager	8	\$250.00	\$2,000.00
		Senior Utility Accommodation Coordinator	25	\$150.00	\$3,750.00
		Junior Utility Accommodation Coordinator	121	\$150.00	\$18,150.00
		Senior Utility Construction Inspector	0	\$110.00	\$0.00
		Junior Utility Construction Inspector	5	\$105.00	\$525.00
		Administrative Assistant	5	\$100.00	\$500.00
		<b>Total</b>			<b>\$24,925.00</b>

Item Number	Staff Type/Hours	Project Manager	Senior Utility Accommodation Coordinator	Junior Utility Accommodation Coordinator	Senior Utility Construction Inspector	Junior Utility Construction Inspector	Administrative Assistant
	ENTER STAFF RATES	\$250.00	\$150.00	\$150.00	\$110.00	\$105.00	\$100.00
	<b>11.3. Project Management</b>	<b>8</b>	<b>20</b>	<b>111</b>	<b>0</b>	<b>5</b>	<b>5</b>
11.3.1. Submit monthly written progress reports for each project, as directed by TxDOT.				5			
11.3.2. Develop and maintain a detailed project schedule to track project conformance for each work authorization. The schedule submittals shall be hard copy and in an electronic format, as specified by TxDOT.		1	5				
11.3.3. Meet on a scheduled basis with TxDOT to review project progress. The meeting schedule will be determined by TxDOT at the post award meeting (Ref. Para. 32.).		1		4			5
11.3.4. Prepare, distribute, and file both written and electronic correspondence.		1					
11.3.5. Document phone calls and conference calls as required during the project to coordinate the work for various team members.		1	10	2		5	
11.3.6.1. Keep primary project files in the respective district office or Rm PDQ, as requested by TxDOT. Working files shall be kept in the vendor's project administrative office, with all documents generated or received by the respondent forwarded to the Rm PDQ when generated or received.		1	5.00	100			
11.3.6.2. Use TxDOT's Standard Payment Submission forms for invoicing, or as otherwise specified by TxDOT (Ref. Paras. 25.1 and 27.5.). Supporting documentation shall be submitted with each TxDOT Standard Payment Submission form to TxDOT. Supporting documentation requirements will be determined by the Rm PDM, after the award of the purchase order (Ref. Para. 27.6.).		1					
11.3.6.3. Maintain records of all payments including warrant number and date paid.		1					
11.3.6.4. Maintain copies of all correspondence and contacts with utility owners throughout the term of the purchase		1					



Right of Way Division - Utility Portfolio Section		
Utility Accommodation, Coordination and Verification (UACV)		
Allocation of Funds		
Requesting DDO: SAT - 15	Type of Work Authorization Needed: PO Release ID - Release No.	Date of Initial Request: 1/0/1900
Contact Information		Project Information
Project Manager (District): 0 Phone Number: - Email: 0	CCSJ: 0000-- RCSJ: 0000-- County: 0 HWY: 0 Limits From: 0 Limits To: 0 Federal Project No: 0 Proposed LET Date: Jan-00 Ready To LET Date: 1/0/00	
Alternate Contact: 0 Phone Number: - Email: 0		
UPS CONTACT: Rich Truitt Phone Number: (512) 416-2906 Email: <a href="mailto:richey.truitt@txdot.gov">richey.truitt@txdot.gov</a>		
DATE: 7/28/2020 0000	Vendor: SURVEYING & MAPPING LLC (SAM) BPO NO: 601-7237 Original BPO Amount: \$3,000,000.00 Remaining BPO Amount Prior to this Request: \$0.00 PO Release Requested Amount: \$24,925.00 RELEASE NO: <input type="text"/> Remaining BPO Amount: -\$24,925.00	
Financial Management		
DEPT: 150000 ACCT: 7240 AY: 2020 APPN: 13020 FUND: 0006 PC BUS UNIT: 60176 PROJECT: 150000 ACTIVITY: ROW-ST SOURCE: 600	COMMENTS Available for comment.	



- District Utility Staff will need to provide the Vendor with the following information:
  - Ready to Let Date
  - TxDOTCONNECT Status
  - Environmental Clearance Status
  - PS&E – milestones and deliverables
    - In-house or Consultant?
  - Contact list of Utilities within project limits (if available)
  - Utility Conflict Matrix (most current)
  - SUE Data (if applicable)
  - Frequency of update meetings
- NOTE: Vendor is viewed as an extension of TxDOT's Districts Utility Staff, any pertinent information needs to be shared during the scoping meeting.





**Attendees:** Name of people in attendance at the meeting

**Purpose:** The meeting was set up by the \_\_\_\_\_ District to scope the \_\_\_\_\_ project with Name of Vendor for a UACV contract. Purchase Order (PO) will include coordination and inspection/verification.

**Estimated Milestone Dates/General Notes**

- **Let Date:**
- Enviro Clearance Date:
- ROW Cleared Date:
- PS&E:
  - a. In-house design or Consultant?
  - b. Milestones and Deliverables of PS&E (dates)

**Vendor Action Items**

- Name of Vendor will handle all utilities on this project – coordination, reimbursement agreements/packages, billings and inspections.
- Name of Vendor will provide estimates for Exhibits C and D for TxDOT review.

**District Action Items**

- Utility conflict list will be sent to Vendor.
- KMZ file of the project.
- Review and comment on provided Exhibits C and D for TxDOT review with Division.
- Set up kick-off with in-house design PM or PS&E Consultant

**ROW Division Action Items**

- Provide minutes to the scoping meeting.
- Assist with review and comment on provided Exhibits C and D for TxDOT review with District.



- Deliverables shall consist of but not limited to the following:
  - Status reports (Frequency agreed upon by Vendor and District)
  - Daily diary entries
  - Meeting Minutes
  - Schedules of work to be accomplished
  - All documents pertaining to phone calls and phone conferences with utility companies
  - Review all activities performed to ensure compliance documents



- Invoicing as per invoicing instructions (Ref. Paras. 11.3.6.2 and 26.1.)
- District utility coordinator will be required to review invoices for accuracy and give concurrence of charges and recommend or reject payment

**ORIGINAL INVOICE:** A comprehensive and detailed invoice with reference to the line item on the Schedule 1 - Pricing for each item charged. The original invoice shall be e-mailed to the e-mail address indicated on the purchase order to ensure timely payment and shall include the following:

- 26.1.1. Complete purchase order number.
- 26.1.2. Vendor Federal Employer Identification Number (EIN).
- 26.1.3. Date and time of service.
- 26.1.4. Location of service.
- 26.1.5. Vendor's employees' names and titles with hours totaled.
- 26.1.6. Labor hours and rates detailed on each vendor invoice.



Put your questions in the Chat  
Or  
Raise your hand





UACV stands for?

- a) Utility Adjustment Coordination and Verification
- b) Utility Adjustment Construction and Verification
- c) Utility Accommodation Coordination and Verification **Answer**
- d) Utility Accommodation Construction and Verification



Some of the services provided are: (select all that apply)

- a) Internal and external communication **Answer**
- b) Progress reporting **Answer**
- c) Utility Agreement Assembly and review **Answer**
- d) Utility Conflict Matrix
- e) Invoicing and Payment review **Answer**
- f) On-site Verification of Adjustment or Relocation (Inspection) **Answer**
- g) SUE Deliverables





Use green checkmark when you return





- TxDOTCONNECT
- Billing and Invoicing
- Utility Accommodation Coordination and Verification (UACV) Services
- Summary and Review
- Wrap Up



The goal of this session was to equip participants with the basic knowledge and understanding of the TxDOT Utility Accommodations process

Participants should now be able to:

- Reference applicable rules, regulations, policies, and procedures
- Identify and coordinate utility conflicts
- Understand the different types of agreements
- Develop agreement and billing packages
- Monitor the utility project progress
- Update the appropriate data systems with utility information





- TxDOTCONNECT
- Billing and Invoicing
- Utility Accommodation Coordination and Verification (UACV) Services
- Summary and Review
- Wrap Up



Put your questions in the Chat  
Or  
Raise your hand









Please click the link in the Chat to complete the  
Course Evaluation.

