



NOTICE OF REQUIRED ACCOMMODATION (NORA)

November 6, 2023

Jared A. Guinn
American Electric Power
212 E. 6th St.
Tulsa, OK 74119

CMRR #:

County : Webb
Highway: SH 84
Limits from: FM 1472
Limits To: IH 35 West Frontage Road
CCSJ 3483-02-002
ROWCSJ 3483-02-003

Dear Mr. Guinn:

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 are located in Conflict Locations at Stations: 165+00, 275+00, & 366+50. These conflicts will necessitate that the structures be relocated.

It is imperative to have all utility companies complete their relocations by our Ready to Let date of January 5, 2024. Given the extensive scope of the relocation, it is understandable that relocations might not be complete by such date. That being said, a construction timeline with total construction days shall be required to be submitted for TxDOT no later than November 15, 2023 in order to secure the Ready to Let date and coordinate construction activities.

TxDOT's project plans can be downloaded by clicking on the link below:

https://www.dropbox.com/scl/fi/yu9qg2u4o8n6d73wxj29b/WEBB-3483-02-002-SH84_PLANS-90.pdf?rlkey=ueueas32je4pvk671b29b8cp1&dl=0

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 "A"), 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 the 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 after 90 days, then City of Laredo 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 an eminent domain.

If the Parties have not agreed to resolve the conflict, an escalation process will be utilized. If the Utility fails to resolve the conflicts within the timeline specified in the Standard Utility Agreement, TxDOT will invoke its right under Transportation Code §203.0935 to relocate the facility itself. All reimbursements are subject to audit and standard documentation requirements in accordance with TxDOT policies.

Please contact point of contact at email address or phone number if additional information is needed.

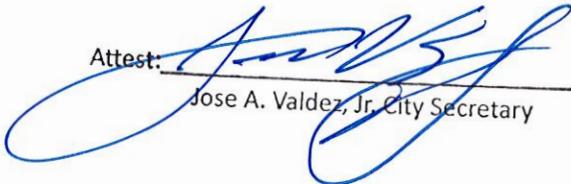
Sincerely,

JAC



Joseph Neeb
City Manager
City of Laredo

Attest:



Jose A. Valdez, Jr. City Secretary



STANDARD UTILITY AGREEMENT

Utility ID: U00018328

County : Webb
Highway: SH 84
Limits from: FM 1472
Limits To: IH 35 West Frontage Road
CCSJ 3483-02-002
ROWCSJ 3483-02-003

This Agreement by and between the City of Laredo, Texas, ("City"), and American Electric Power (AEP) , ("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 **City**.

WHEREAS, the **City** has deemed it necessary to make certain highway improvements as designated by the **City** 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: [TxDOT has requested AEP transmission line relocations for their Hachar-Reuthinger Highway project in Webb County, Texas.

To meet TxDOT project needs, AEP will relocate six structures; Structures 5/7 and 5/8 located along Mines Road to North Laredo 138kV line, Structures 5/7 and 5/8 located along North Laredo SW to Asherton 138kV line, and structures 190 and 191 located along Encinal - Wormser 138kV line.] ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

WHEREAS, the **City**, 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 **City** 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 **City** 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 City 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 **City**, 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 _____
City

Initial _____ Date _____

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 City 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 **City** 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 **City**, or may, with the **City'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 **City** 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 **City** 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 **City** 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 **City** reimbursement.

Alternatively, the **City** agrees to pay the **Utility** an agreed lump sum of \$ as supported by the attached estimated costs. The **City** 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 **City** 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 **City** 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 _____
City

Initial _____ Date _____
Utility

- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **City** and the **Utility**.

This agreement is subject to cancellation by the **City** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **City**. However, the **City** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The City Auditor may conduct an audit or investigation of any entity receiving funds from the **City** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the City Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial _____ Date _____
City

Initial _____ Date _____
Utility

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:

City:

Name of City

By:

Authorized Signature

Print or Type Name

Title:

Date:

Initial _____ Date _____
City _____

Initial _____ Date _____
Utility _____

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
A23071001 Mines Rd - North Laredo
U00018326

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	\$	\$
Internal Labor	1	Project Manager	Hours	100.00	90.00	9,000.00
	2	Project Coordinator	Hours	100.00	75.00	7,500.00
	3	Engineer	Hours	100.00	75.00	7,500.00
	4	Environmental Specialist	Hours	40.00	75.00	3,000.00
	5	Siting Specialist	Hours	20.00	75.00	1,500.00
	6	Community Outreach Specialist	Hours	20.00	75.00	1,500.00
	7	ROW Agent (For communication with landowners during construction)	Hours	40.00	75.00	3,000.00
Outside Services	1	ABM OSE - Eng & Design - Contract Engineering	Hours	350.00	160.00	56,000.00
	2	ABM OSE - Eng & Design - Survey & Structure Photos	Miles	0.60	30,000.00	18,000.00
	3	ABM OSE - Eng & Design - Soil Borings & Subsurface UE	Each	4.00	6,000.00	24,000.00
	4	ABM 570 - Mobilization (Cost per Structure)	Str	4.00	9,000.00	36,000.00
	5	ABM 571 - ROW Clearing (Cost per mile)	Miles	0.60	20,000.00	12,000.00
	6	ABM 572 - Site Work & Clearing (Cost per mile)	Miles	0.60	50,000.00	30,000.00
	7	ABM 573 - Access Roads (Cost per mile)	Miles	0.60	2,000,000.00	1,200,000.00
	8	ABM 574 - Environmental (SWPPP - Cost per mile)	Miles	0.60	10,000.00	6,000.00
	9	ABM 575 - Foundations (Cost per Foundation)	CY	52.00	2,500.00	130,000.00
	10	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	4.00	30,000.00	120,000.00
	11	ABM 582 - Wire Installation (Cost per foot of wire)	FT	11,700.00	10.00	117,000.00
	12	ABM 584 - Removal (Cost per Structure) - Removing 4 Structures	Str	3.00	18,000.00	54,000.00
	13	ABM 585 - Restoration (Cost per mile)	Miles	0.60	40,000.00	24,000.00
	14	ABM 586 - Demobilization (Cost per Structure)	Str	4.00	9,000.00	36,000.00
	15	ABM 589 - Constr Management	Hours	200.00	140.00	28,000.00
Material	1	Conductor Wire (Drake ACSR)	FT	8,750.00	2.00	17,500.00
	2	Shield Wire	FT	2,950.00	1.00	2,950.00
	3*	Steel Poles	Each	4.00	100,000.00	400,000.00
	4*	Anchor Bolt Cage (number of structures)	Each	2.00	80,000.00	160,000.00
	5	Conductor Hardware Assemblies Per Structure	Each	4.00	8,000.00	32,000.00
Employee Expenses	1	Travel (assumes 2 hotel nights - \$300; 6 meals - \$200 per trip)	Trips	3.00	500	1,500.00
Overheads	1	AEP Overhead	%	1.00	20.0%	507,590.00
					Total	3,045,540.00

NOTES:

- 1) Buy America items have ** next to them.
- 2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
- 3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
- 4) Outside services will be invoiced as lump sum.

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
A23071003 North Laredo - Asherton
U00018326

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	\$	\$
Internal Labor	1	Project Manager	Hours	80.00	90.00	7,200.00
	2	Project Coordinator	Hours	80.00	75.00	6,000.00
	3	Engineer	Hours	80.00	75.00	6,000.00
Outside Services	1	ABM OSE - Eng & Design - Contract Engineering	Hours	200.00	150.00	30,000.00
	2	ABM 570 - Mobilization (Cost per Structure)	Str	1.00	15,000.00	15,000.00
	3	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	1.00	55,000.00	55,000.00
	4	ABM 582 - Wire Installation (Cost per foot of wire)	FT	5,300.00	10.00	53,000.00
	5	ABM 584 - Removal (Cost per Structure) - Removing conductor/insulators	FT	5,300.00	10.00	53,000.00
	6	ABM 589 - Constr Management	Hours	40.00	140.00	5,600.00
Material	1	Conductor Wire (Drake ACSR)	FT	5,300.00	2.00	10,600.00
Overheads	1	AEP Overhead	%	1.00	20.0%	48,280.00
					Total	289,680.00

NOTES:

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- 2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
- 3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
- 4) Outside services will be invoiced as lump sum.

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
A23071005 Encinal - Wormser
U00018326

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	\$	\$
Internal Labor	1	Project Manager	Hours	100.00	90.00	9,000.00
	2	Project Coordinator	Hours	100.00	75.00	7,500.00
	3	Engineer	Hours	100.00	75.00	7,500.00
	4	Environmental Specialist	Hours	40.00	75.00	3,000.00
	5	Siting Specialist	Hours	20.00	75.00	1,500.00
	6	Community Outreach Specialist	Hours	20.00	75.00	1,500.00
	7	ROW Agent (For communication with landowners during construction)	Hours	40.00	75.00	3,000.00
Outside Services	1	ABM OSE - Eng & Design - Contract Engineering	Hours	325.00	160.00	52,000.00
	2	ABM OSE - Eng & Design - Survey & Structure Photos	Miles	0.30	30,000.00	9,000.00
	3	ABM OSE - Eng & Design - Soil Borings & Subsurface UE	Each	2.00	6,000.00	12,000.00
	4	ABM 570 - Mobilization (Cost per Structure)	Str	4.00	9,000.00	36,000.00
	5	ABM 571 - ROW Clearing (Cost per mile)	Miles	0.30	20,000.00	6,000.00
	6	ABM 572 - Site Work & Clearing (Cost per mile)	Miles	0.30	50,000.00	15,000.00
	7	ABM 573 - Access Roads (Cost per mile)	Miles	0.30	1,000,000.00	300,000.00
	8	ABM 574 - Environmental (SWPPP - Cost per mile)	Miles	0.30	10,000.00	3,000.00
	9	ABM 575 - Foundations (Cost per Foundation)	CY	49.00	2,500.00	122,500.00
	10	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	4.00	30,000.00	120,000.00
	11	ABM 582 - Wire Installation (Cost per foot of wire)	FT	20,500.00	5.00	102,500.00
	12	ABM 584 - Removal (Cost per Structure) - Removing 4 Structures	Str	4.00	18,000.00	72,000.00
	13	ABM 585 - Restoration (Cost per mile)	Miles	0.30	40,000.00	12,000.00
	14	ABM 586 - Demobilization (Cost per Structure)	Str	4.00	9,000.00	36,000.00
	15	ABM 589 - Constr Management	Hours	150.00	140.00	21,000.00
Material	1	Conductor Wire (Drake ACSR)	FT	17,500.00	2.00	35,000.00
	2	Shield Wire	FT	3,000.00	1.00	3,000.00
	3*	Steel Poles	Each	4.00	100,000.00	400,000.00
	4*	Anchor Bolt Cage (number of structures)	Each	2.00	80,000.00	160,000.00
	5	Conductor Hardware Assemblies Per Structure	Each	4.00	8,000.00	32,000.00
Employee Expenses	1	Travel (assumes 2 hotel nights - \$300; 6 meals - \$200 per trip)	Trips	3.00	500	1,500.00
Overheads	1	AEP Overhead	%	1.00	20.0%	316,700.00
					Total	1,900,200.00

NOTES:

- 1) Buy America items have ** next to them.
- 2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
- 3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
- 4) Outside services will be invoiced as lump sum.