

2. **Scope of Project.** The Project includes the relocation of the existing sanitary sewer and water line along SH 36 as follows:

- (a) from Needville-Fairchilds Road to FM 1236 for the water line, and
- (b) from Buffalo Creek to just north of Poppy Street for the sanitary sewer.

The Project is further described in detail in "Attachment A" of the AFA attached hereto as "Exhibit A" and fully incorporated by reference for all intents and purposes.

3. **Allocation of Project Costs.**

- (a) **County Project Costs:** Pursuant to the AFA, City's estimated cost of the Project \$2,388,186.69. County shall contribute funds not to exceed the lesser amount of either Seventy percent (70%) of City's actual costs incurred for the Project, or \$1,671,730.69. This amount shall be solely used for the costs related to the Project ("Project Costs").
- (b) **Payment of Funds:** City shall submit all applications for payment for approval and processing to County staff designated by the County Engineer, one (1) electronic (pdf) copy of an invoice showing the amount(s) due for the Project in a form acceptable to County. The invoice shall, at minimum, include a description of the work performed for the Project, associated costs, and the total amount billed for the Project. Each Application for Payment shall further be in a form acceptable to the County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) **Final Payment:** Within thirty (30) days of Completion of the Project, City shall furnish County with a full accounting of the funds expended on the Project. Within thirty (30) days of County's acceptance of the full accounting provided by City, County shall remit payment to City for the total amount due for the work performed and completed on the Project.
- (d) **Excess Funds:** If, during the course of full accounting of the Project referenced in section 3(c) above, it is discovered that excess funds were received by City from County for the Project, City shall remit such excess funds that have not been used for the Project to County within thirty (30) days of County's full accounting of the Project.

4. **Design.** The City, acting by and through TXDOT pursuant to the terms of the AFA, shall select the design engineer and design all aspects of the Project. County, upon reasonable notice to City, shall have the right and opportunity to review all documents pertaining to the design of the Project, including any maps, records, photographs, reports, and drawings affecting the construction of the Project. County shall provide any comments or feedback regarding the design of the Project to the City no later than thirty (30) calendar days after its review. County acknowledges and agrees that the comments and feedback provided to City shall not be binding upon City and TXDOT shall have the final determination regarding any comments or feedback received from the County for the design of the Project.

5. **Competitive Bid and Award.** Upon completion of final plans and specifications, the City, acting by and through TXDOT pursuant to the terms of the AFA, will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements of state law. Upon receipt of bids for the Project, City will notify the County of the amount of the recommended bid ("Notice of Bid"). If the County desires to object to the award of the contract, it must provide written notice to City within fifteen (15) days of City's receipt of the Notice of Bid. Otherwise, the County will be deemed to have approved the award of the contract to the lowest responsible bidder, who, in County's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Project. Notwithstanding the foregoing, County acknowledges and agrees that any objections to the award of a contract shall not be binding upon City and TXDOT shall have the final determination regarding any objections to contract awards.

6. **Insurance Requirements.** City shall name Fort Bend County, Texas and all members of the Fort Bend County Commissioners Court as an additional insured on all insurance policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

 - (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

7. **Construction of the Project.** Pursuant to the terms of the AFA, City has or shall acquire all necessary right-of-way and easements for the Project. City shall further provide on-site inspection of the construction of the Project and shall submit reports to the County describing in sufficient detail the progress of the Project. Such reports shall be submitted to County at increments agreed to between the Parties as appropriate for the various phases for the Project. Reports received by the City from TXDOT or its contractors detailing the progress of the Project shall suffice for the reporting requirements of this section, so long as City has reviewed such reports and confirmed the accuracy of the same.
8. **Administration of County Funds for the Project.** The County's sole financial obligation under this Agreement is to provide the funding specified in Section 3. The funds provided by the County are from a Mobility Road Bond initiative and no other funds will be available, regardless and irrespective of any cost overruns or unanticipated expenditures.
9. **Completion of Construction, and Ownership of Project Improvements.** Upon completion of the Project, the City of Needville, at its sole cost and expense, will be responsible for all maintenance and repairs relating to the portion of the Project located within the Needville City limits.
10. **Inspection and Deficiencies.** County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings related to the construction of the Project. County shall further have the right to enter the Project Site and inspect the work performed by City and TXDOT for the Project. Within ten (10) business days of completion of the Project, County shall notify City in writing of any complaints regarding any deficiencies and the quality of workmanship for the Project. City and/or TXDOT shall address and correct such deficiencies within a reasonable time.
11. **Term.** The Parties agree that this Agreement is effective as of September 24, 2019 (the "Effective Date") and shall terminate upon completion of the Project, unless sooner terminated in accordance with the terms of this Agreement. The Parties further agree that the work and services provided for the Project were and are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties. This Agreement may only be renewed upon written instrument executed by both Parties.

12. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson St, 1st Floor
Richmond, Texas 77469

If to City: City of Needville, Texas
Attn: Chad Nesvadba, Mayor
9022 Main St.
Needville, Texas 77461

13. **Termination of Agreement.** Either Party may terminate this Agreement upon sixty (60) days written notice to the other. In the event this Agreement is terminated prior to completion of Project, any financial contribution County has provided to City shall be subject to recoupment if Project is not completed. Upon such termination, City shall refund all amounts provided by County, if any, within thirty (30) days of receipt of written notice and invoice provided by County. Otherwise, this Agreement shall remain in full force until completion of Project.
14. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.
15. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
16. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.

17. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
18. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
21. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
22. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
23. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
24. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

June 25, 2024

Date

ATTEST:

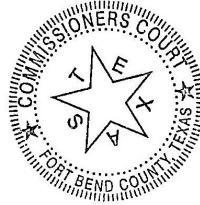
Laura Richard

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, P.E.,
County Engineer



CITY OF NEEDVILLE, TEXAS

Chad Nesvadba

Name – Signature

Chad Nesvadba

Name - Printed Name

Mayor

Title

ATTEST:

Cynthia Sullivan

Name – Signature

Cynthia Sullivan

Name – Printed

City Secretary

Title

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,671,730.69 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant,
County Auditor

i:\agreements\2024 agreements\engineering\city of needville (19-eng-500076-a1)\amended and restated agmt - city of needville.docx –JLF

EXHIBIT A

(Follows Behind)



P. O. Box 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

July 30, 2018

CERTIFIED MAIL 91 7199 9991 7037 5516 1698

Mr. Brian Sebesta
Operations Manager
City of Needville
9022 Main Street
Needville, Texas 77461

RE: Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects
CSJ 0188-02-029
SH 36 Widening, Segment 8

Dear Mr. Sebesta:

Please find attached one fully executed original counterpart of the Advance Funding Agreement for the subject project. We request that you retain this agreement in your permanent records.

In accordance with Attachment A of the Agreement, a payment in the amount of \$2,388,186.69 is due from the City. Please remit a check made payable to the Texas Department of Transportation to the address listed above at least forty-five (45) days prior to the date set for receipt of the construction bids. Please reference the project number (CSJ) above when transmitting payment.

Please contact me at (713) 802 5501, or Julie Dishman at (713) 802-5732 should you have any questions regarding this matter.

Sincerely,

Mark D. Patterson, P.E.
Director of Consultant
Contract Administration
Houston District

Attachment

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

Mr. Brian Sebesta

2

July 30, 2018

bc: David Nitsch
Amer Qureshi, P.E.

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

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 the City of Needville ("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 114872 authorizes the State to undertake and complete a highway improvement generally described as: widening of SH 36 from 0.43 miles north of FM 2218 to 0.284 miles south of Needville-Fairchilds Road to 4 lanes ("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 responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B. If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and

employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Utility:	State:
City of Needville ATTN: Operations Manager 9022 Main Street Needville, TX 77461	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State 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 state 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 state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Utility in duplicate.

THE UTILITY

City of Needville - by Ernie Stuart - City Secretary

Signature

Ernie Stuart

Ernie Stuart
Mayor, City of Needville

7-9-18

Date

THE STATE OF TEXAS

Quincy D. Allen

Quincy D. Allen, P.E.
District Engineer, Houston District

7/27/2018

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing sanitary sewer and water line shall be relocated and adjustments shall be made along SH 36, from Needville-Fairchilds Road to FM 1236 for the water line, and from Buffalo Creek to just north of Poppy Street for the sanitary sewer. The sanitary sewer and water line facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$2,388,186.69. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the sanitary sewer and water line items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A. At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$2,388,186.69. (See Attachment B – Estimated Utility Costs)
- B. In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A. The Utility shall provide the following services under this contract:
 - i. Secure all necessary permitting as may be required for the installation of the sanitary sewer and water line.
 - ii. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed sanitary sewer and

water line during construction, and the relocation of sanitary sewer and water line and connection of services to customers.

- iii. Advise the State of work that Utility determines should be corrected or rejected.
 - iv. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - v. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - vi. Assume all responsibility for the maintenance of the existing sanitary sewer and water line during and upon completion of the construction contract.
 - vii. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - viii. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - ix. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.
- B. The State shall provide the following services under this contract:**
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along SH36.
 - ii. Combine the sanitary sewer and water line relocation and adjustment plans with the plans being prepared for the Project.
 - iii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iv. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - v. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - vi. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
 - vii. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
 - viii. Make timely payment to the contractor for work performed in connection with the Project.
 - ix. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the sanitary sewer and water line construction at all times.

CSJ # 0188-02-029
RCSJ # 0188-02-038
District # 12- Houston
Code Chart 64 # 29750
Project: SH 36 Widening

- x. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- xi. Maintain job file.

**ATTACHMENT B
 ESTIMATED UTILITY COSTS**

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
\$2,388,186.69

Less Betterment Amount Due from Utility
 \$0

**Amount of total utility relocation Costs
 \$2,388,186.69**

Estimated Amount Eligible for Reimbursement
 (Calculated eligibility Ratio – 0%)
 \$0

Amount of Utility Adjustment Due from Utility
\$2,388,186.69

Estimated amount to be included in Construction Agreement

A. Betterment	\$ 0
B. Utility Adjustment	<u>\$2,388,186.69</u>
GRAND TOTAL	<u>\$2,388,186.69</u>

Betterment Ratio Calculation

Estimated Betterment Costs

- 1. N/A
- 2. N/A

Betterment Calculation:		
Total Costs of Betterment (Estimated)	-	<u>\$0</u>
Total Costs of Project (Estimated)	-	<u>\$2,388,186.69</u>

***Betterment Percentage for final cost determination: .0% 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: N/A
 Item B: N/A