**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 in 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   shown in Attachment “A.”

You may rely upon this notice and the provided to begin preliminary utility activities, such as design, subsurface utility engineering, and material procurement. If TxDOT changes its 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 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.

Financial assistance for relocating utilities is available through TxDOT’s State Infrastructure Bank (SIB). The SIB is a low-cost financing option for transportation projects that don’t charge fees to apply, offers flexible repayment schedules, including deferments, and provides interest rate discounts for entities in economically disadvantaged counties. See the following link <https://www.txdot.gov/business/grants-and-funding/state-infrastructure-bank.html> for more details.

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 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,

Sender

Director of TP&D (or designee)

Enclosure