

STANDARD UTILITY AGREEMENT

U-0002: Southwestern Bell Telephone Company, dba AT&T Texas
County: Fort Bend
Highway: FM 1093 Westpark Extension

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and **Southwestern Bell Telephone Company, dba AT&T Texas, ("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 **County**.

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

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: relocation of assets into a predesignated corridor according to the following schedule:

Start Date: May 1, 2016
Completion Date: December 31, 2017

and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits "A," "B," "C" and "D."

WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of 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 **County** will pay to **Utility** fifty percent (50%) of the documented actual costs incurred for relocation of the utility in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** 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. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

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 **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such

Date
Fort Bend County

Initial
AT&T

Date
3/1/2016

billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

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

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside **Utility's** control, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, 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 **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Statement of Work, Plans & Specifications (Exhibit "A");
3. Utility Construction Cost Estimate (Exhibit "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Exhibit "C");
5. Utility's Betterment Ratio (Exhibit "D").

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 **County and Utility**.

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

The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **County** 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.

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

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

Date
Fort Bend County

RS 3/1/2016
Initial Date

AT&T

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

UTILITY

Utility: Southwestern Bell Telephone Company, dba
AT&T Texas
Name of Utility

By: 
Authorized Signature

Robert C. Scalapino
Print or Type Name

Title: Director - Construction & Engineering

Date: 3 / 1 / 2016

EXECUTION RECOMMENDED:

COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

Date
Fort Bend County

RS 3/1/2016
Initial Date
AT&T

Exhibit A

AT&T Statement of Work & Plans & Specifications

Date
Fort Bend County

AS 3/1/2016
Initial Date
AT&T

U-0002

Attachment A

Statement of Work

FM 1093 – WestPark Tollway

AT&T Texas

AT&T Texas (Utility) proposes to relocate their facilities conflicting with the proposed improvements of FM 1093 – Westpark Tollway from FM 1463 to Grand Parkway Sta. 298+65 to Sta. 517+00. The proposed facilities are placed in the most economical method based on AT&T Texas published and current design practices regularly followed by the utility; See Attachment “G” for further explanation as to what is non-elective and elective betterment.

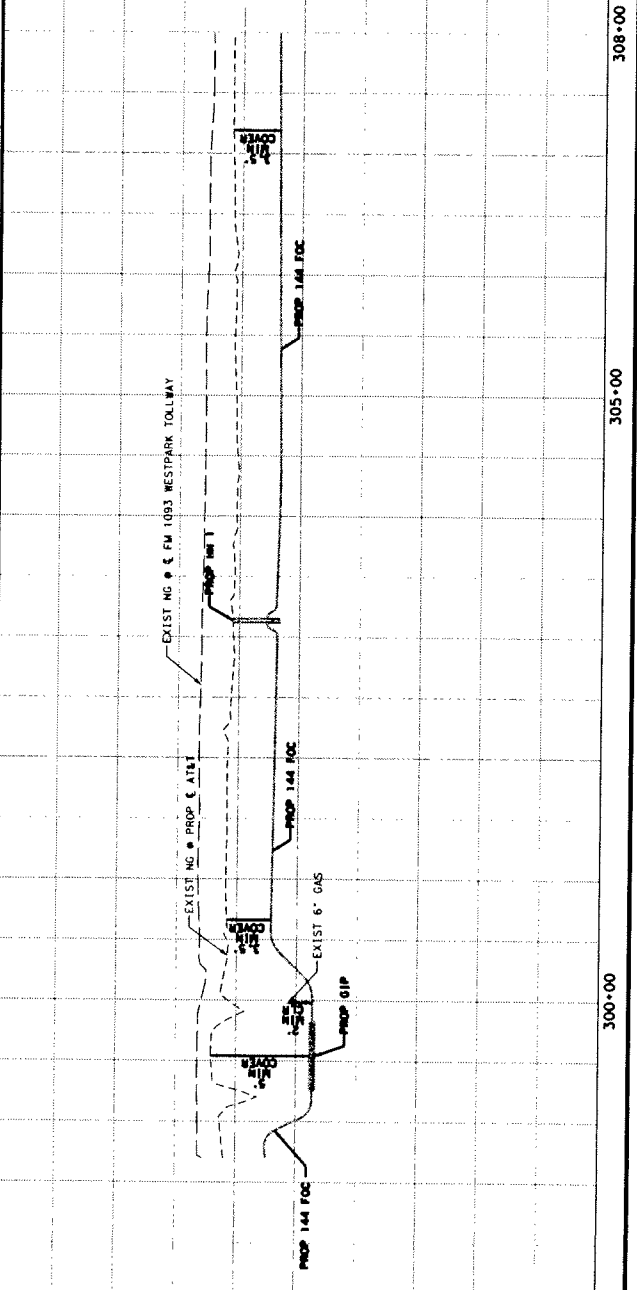
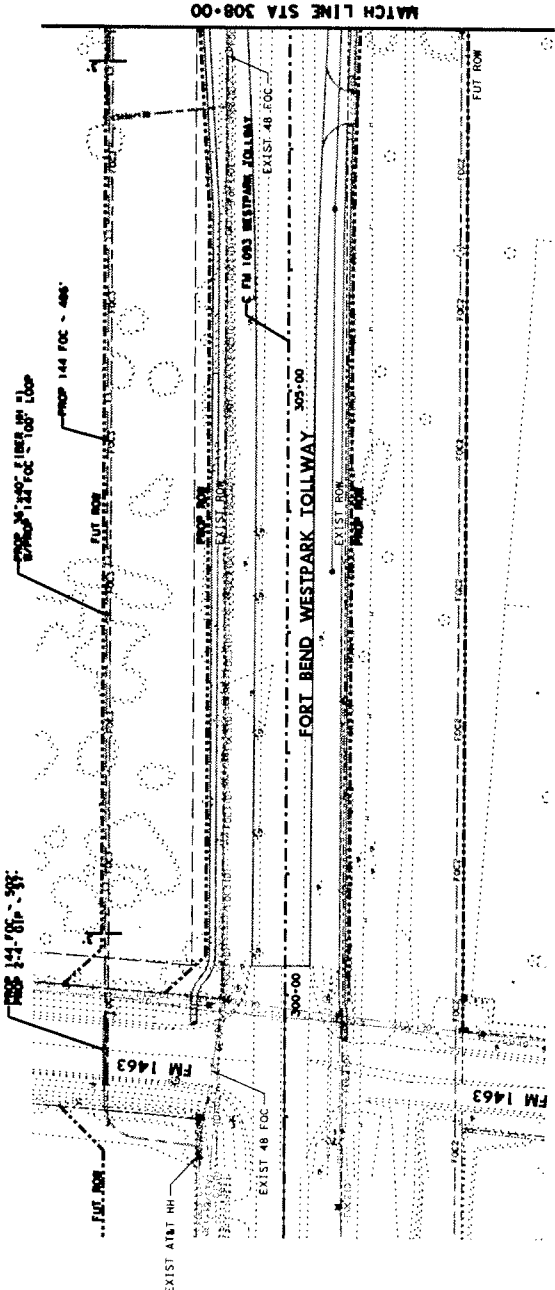
The relocation of AT&T facilities to resolve conflicts with TxDOT's proposed pavement, bridges, and storm sewer comprises placement of proposed 9,590 LF of 200 PR copper cable, 465 LF of 24 fiber optic cable, 1382 LF of 48 fiber optic cable, and 23,671 LF of 144 fiber optic cable, 3,422 LF of 1-4” GIP, and 19-fiber optic 40” handhole as shown on the attached exhibits and as described below:

Minimum depth of cover beneath natural ground for buried copper cable is 24”, fiber optic cable is 42”, and 4” duct bank is 48”. Minimum depth of cover beneath Westpark Tollway and side street pavement is 60”.

Trenching: Contractor will use various methods including machine trenching and boring for this task. The price for trenching will include all labor, equipment and materials (unless specified by other line items) used by the contractor to complete their work. Also included in this price is implementation and maintenance of the Storm Water Pollution Prevention Plan and Traffic Control Plans.

Corporate Overhead: This rate is in effect until August 2016.

Contract Engineering: This item includes the development of the exhibit plans for the TxDOT agreement package, and the design and preparation of the cable design plans for construction. This item also includes construction phase service.



MATCH LINE STA 308+00

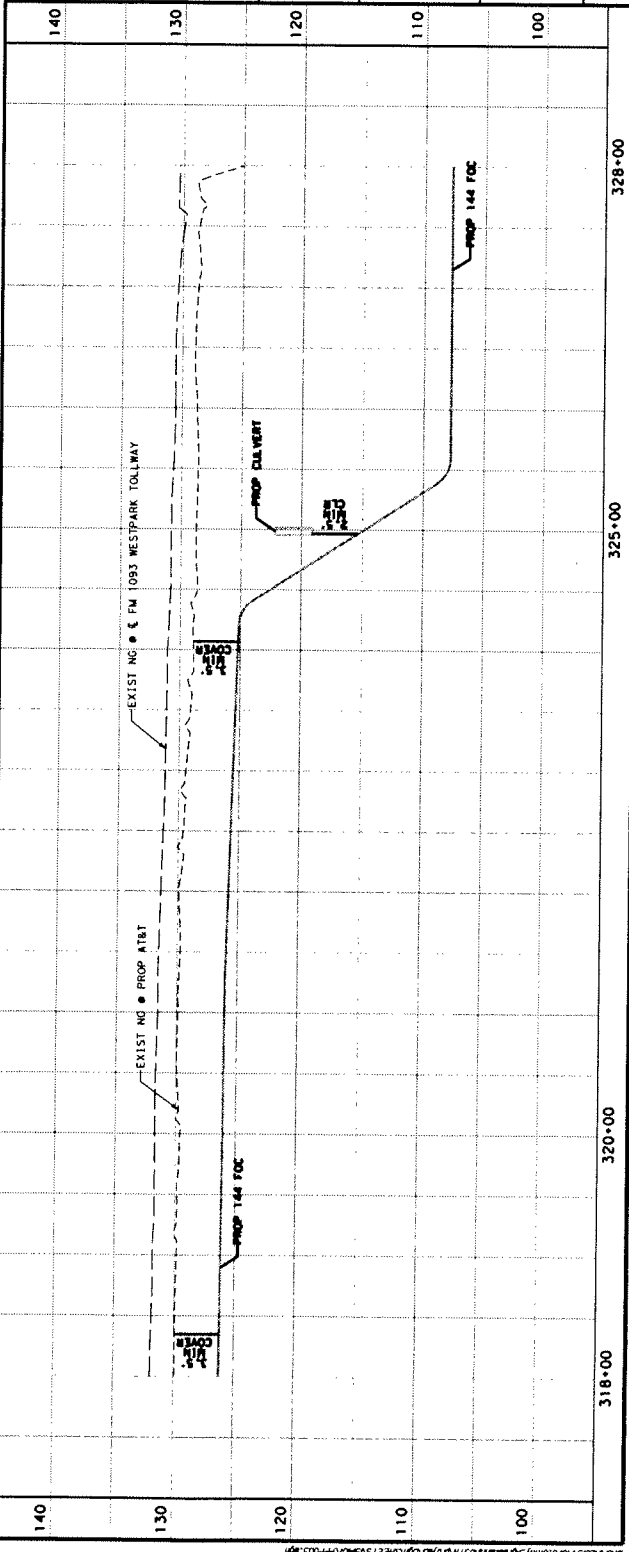
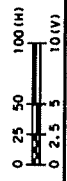
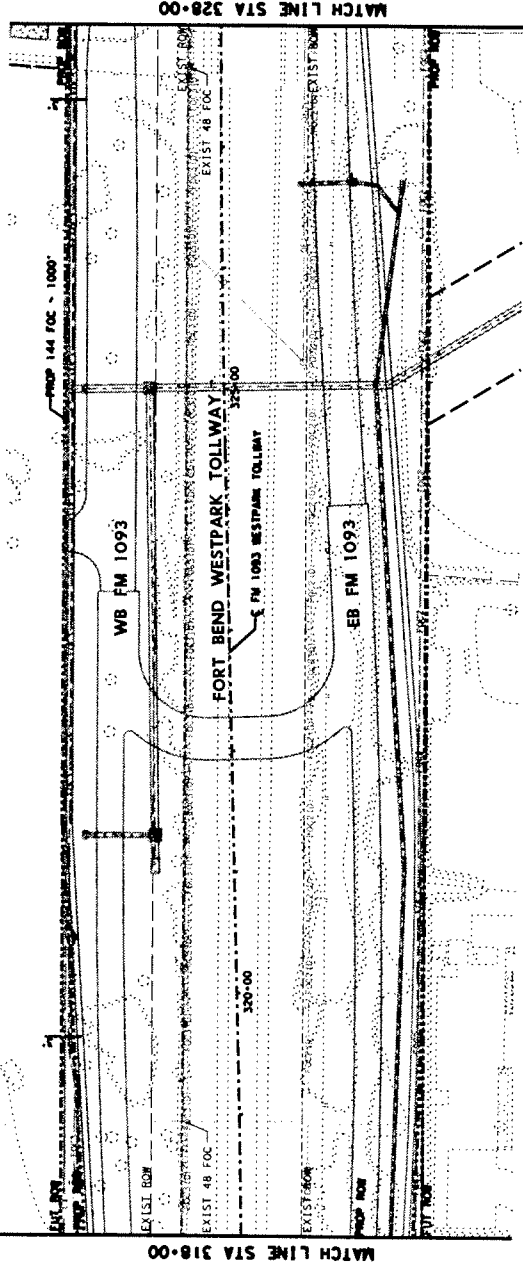
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 13430 Northwest Freeway, Suite 1100
 Houston, Texas 77040
 713-462-3942 | Fax 713-462-3962
 www.cobbhendley.com

FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 298+00 TO STA 308+00
 SHEET 1 OF 25

DATE: 11/11/10
 PROJECT: 1093
 SHEET: 1-106
 DRAWN BY: CDF
 CHECKED BY: XX

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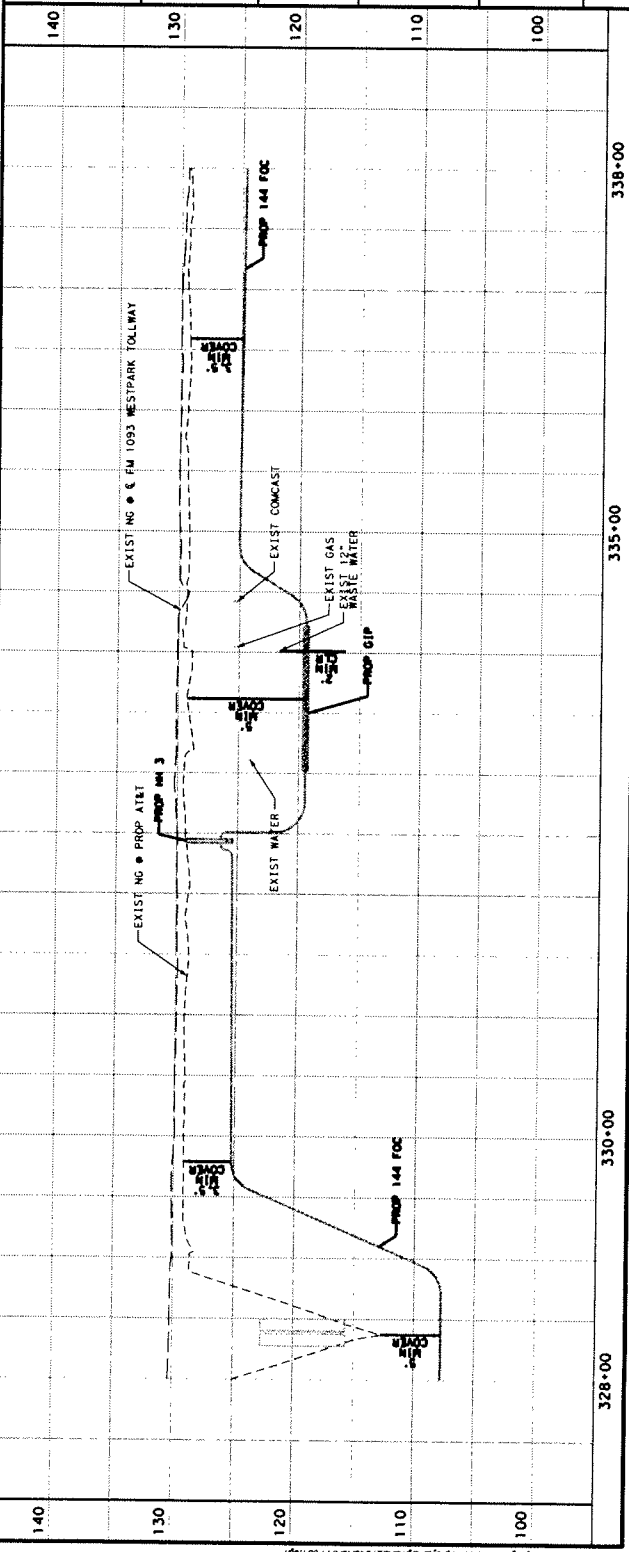
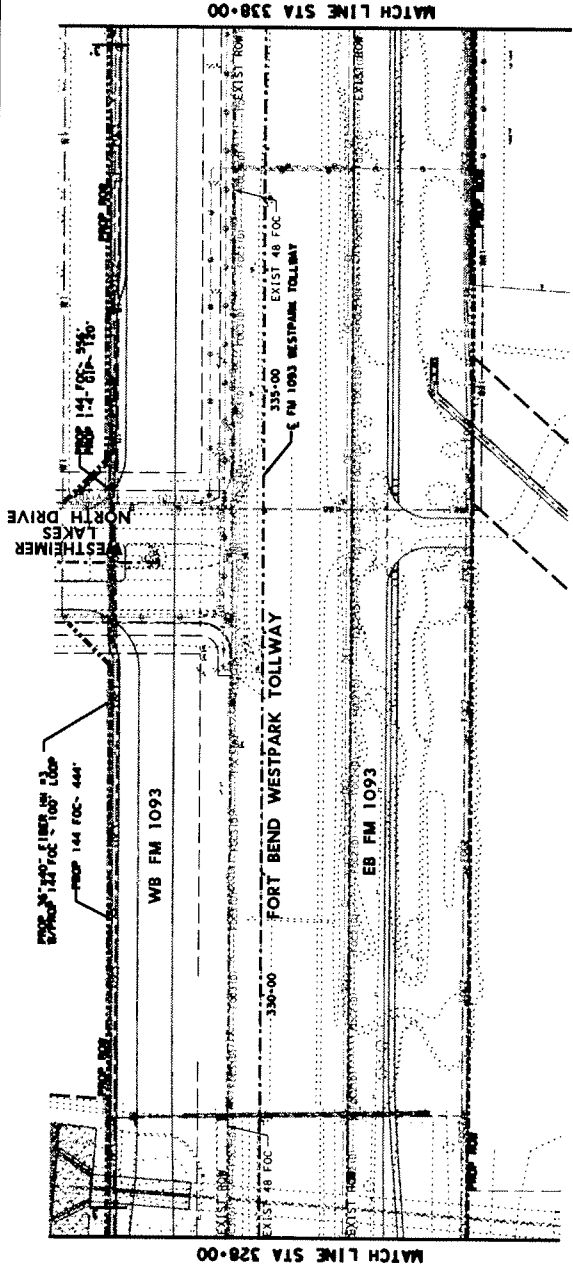


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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 318+00 TO STA 328+00
 SHEET 3 OF 25

DATE: 11/11/10
 DRAWN BY: JLD
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 SHEET: 3 OF 25
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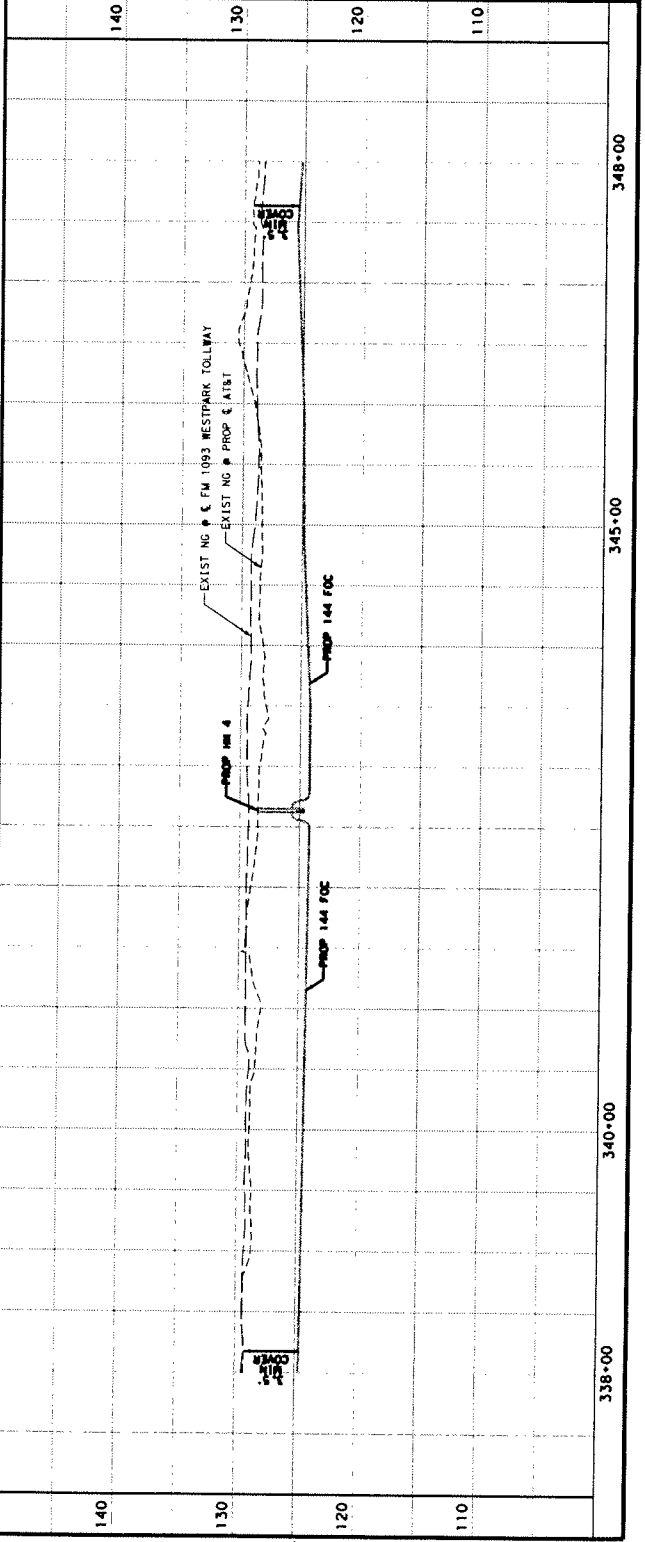
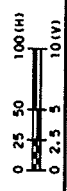
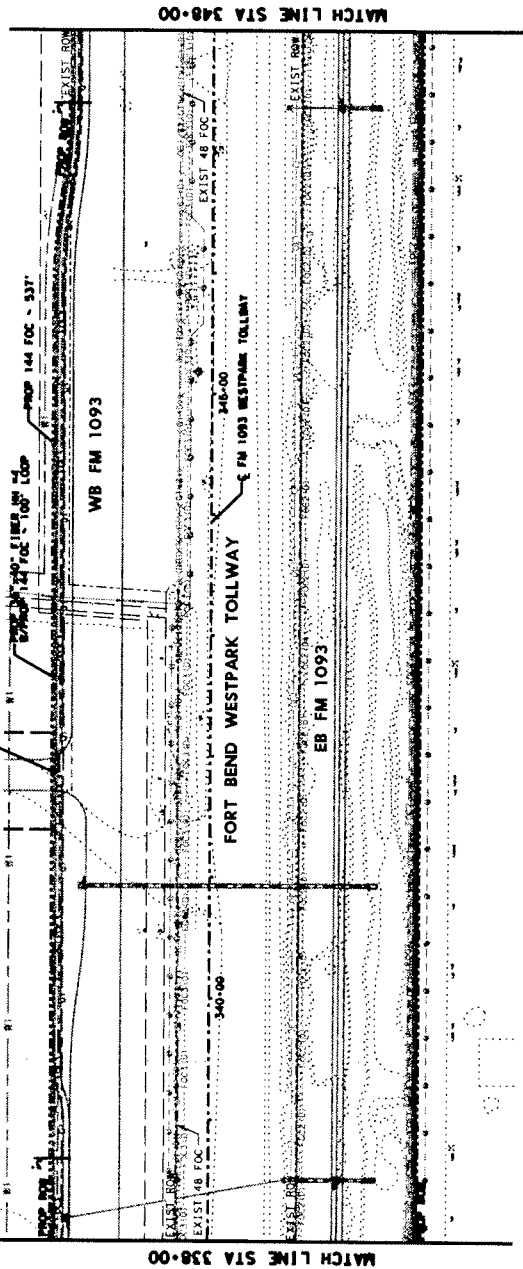
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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 328+00 TO STA 338+00
 SHEET 4 OF 25

DATE: 11-11-16
 PROJECT: 16-106
 SHEET: 4 OF 25
 CMT: XX

City of Fort Bend, Houston, TX SELECTed for use in the City of Fort Bend, TX

DATE: 11-11-16
 PROJECT: 16-106
 SHEET: 4 OF 25
 CMT: XX



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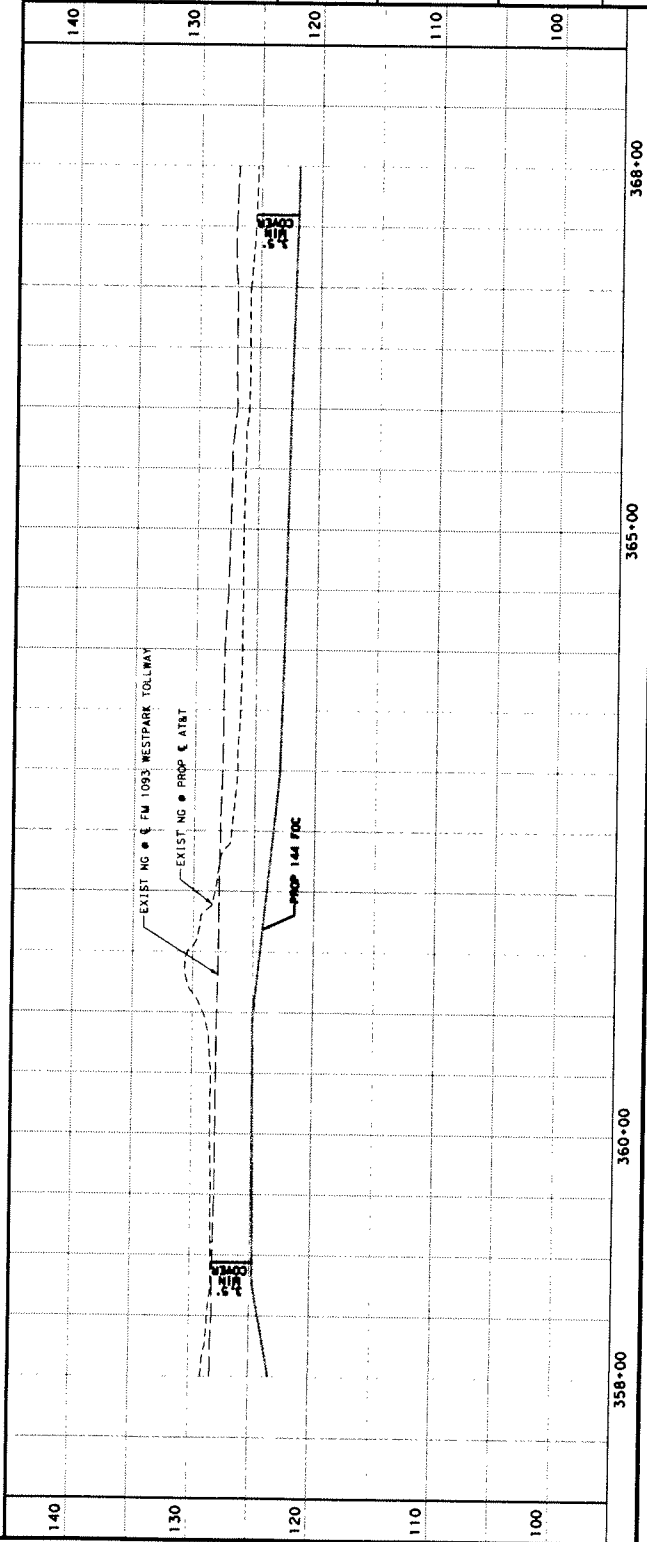
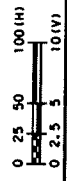
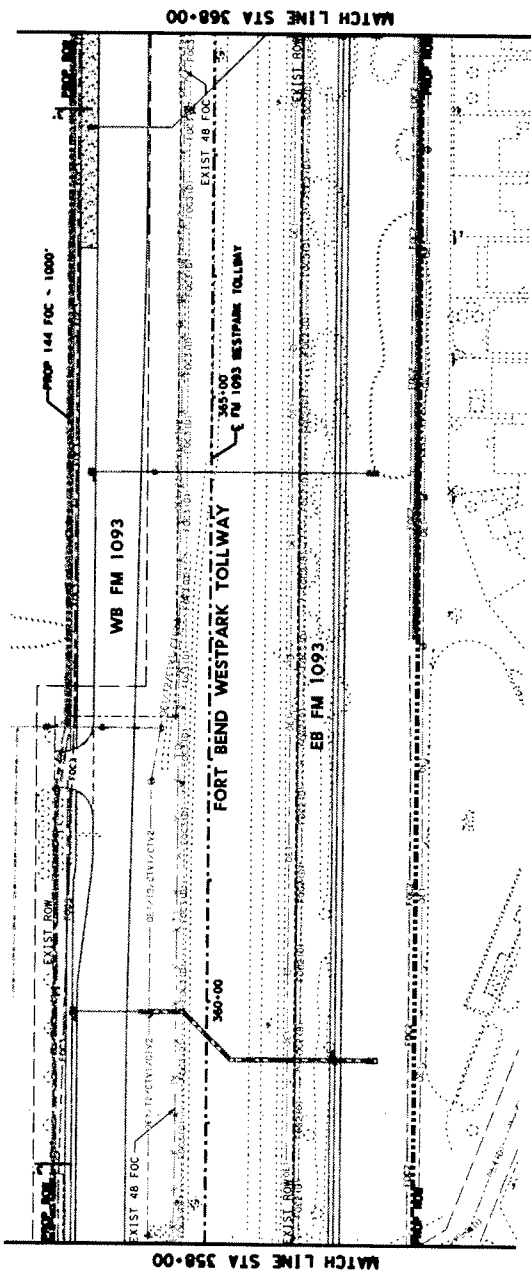
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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 338+00 TO STA 348+00
 SHEET 5 OF 25

DATE	SCALE	SHEET
11/10/06	1"=100'	5 OF 25
DATE	SCALE	SHEET
11/10/06	1"=100'	5 OF 25

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 PROJECT: FM 1093 WESTPARK EXTENSION
 SHEET: 5 OF 25

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 PROJECT: FM 1093 WESTPARK EXTENSION
 SHEET: 5 OF 25

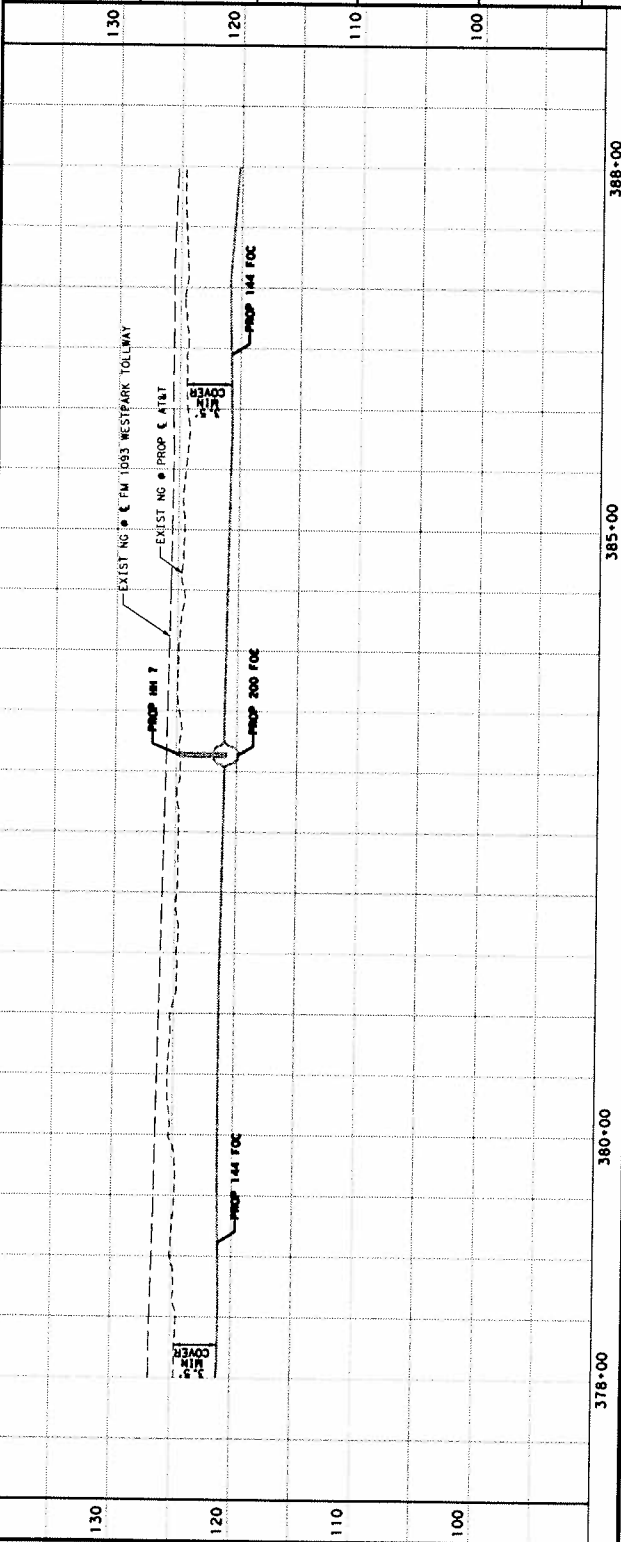
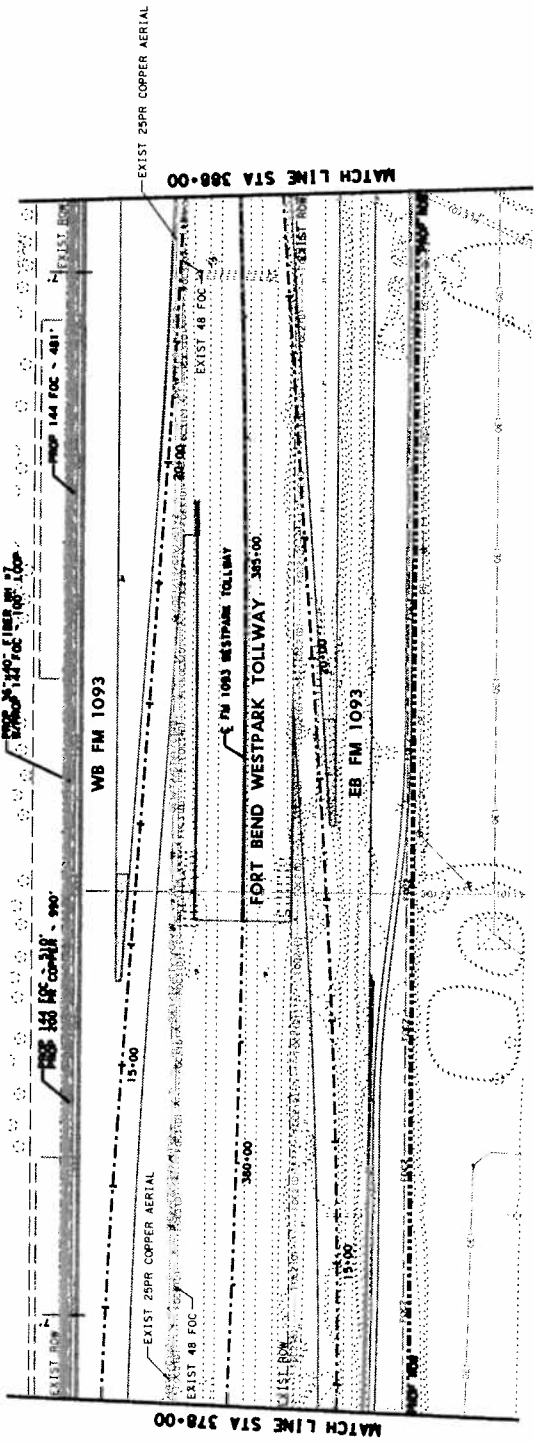


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 15430 Northwest Freeway, Suite 1100
 Houston, Texas 77040
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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 358+00 TO STA 368+00
 SHEET 7 OF 25

DATE: 03/01/06
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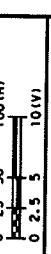
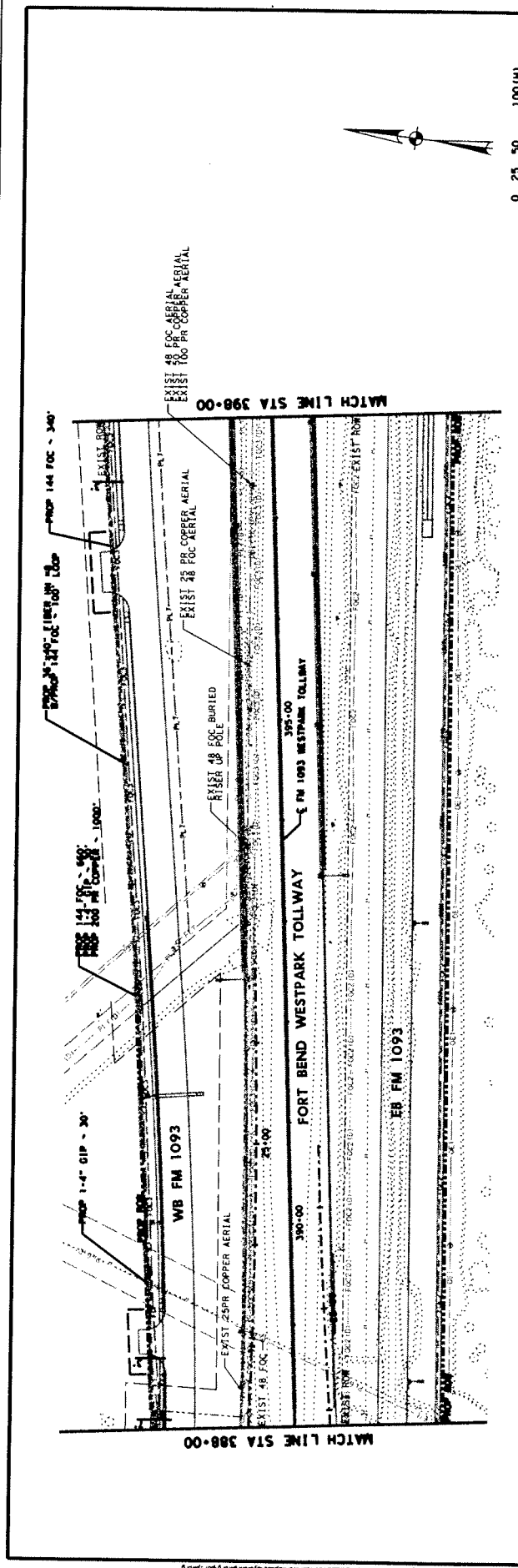


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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 378+00 TO STA 388+00
 SHEET 9 OF 25

DATE: 11/11/10
 DRAWN BY: J. J. JONES
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 SCALE: 1" = 100'
 SHEET: XX



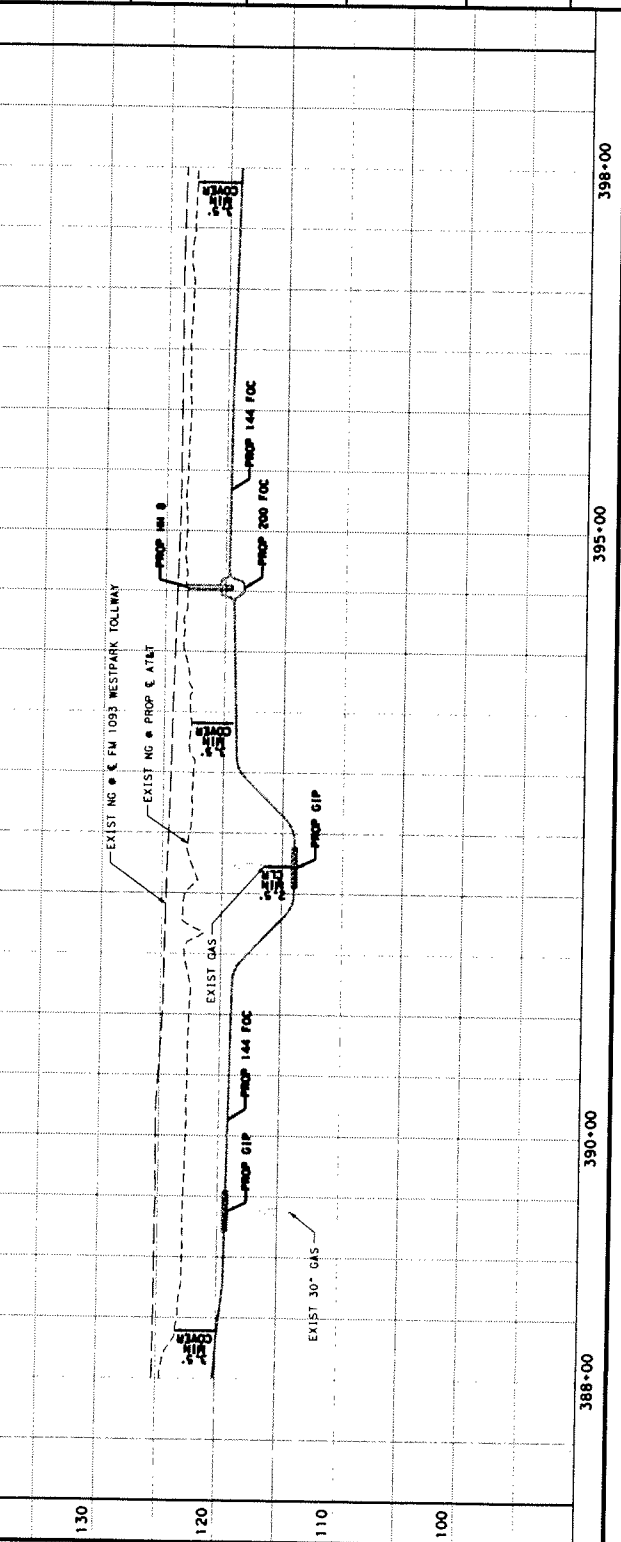
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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 STA 398+00 TO STA 399+00
 SHEET 10 OF 25

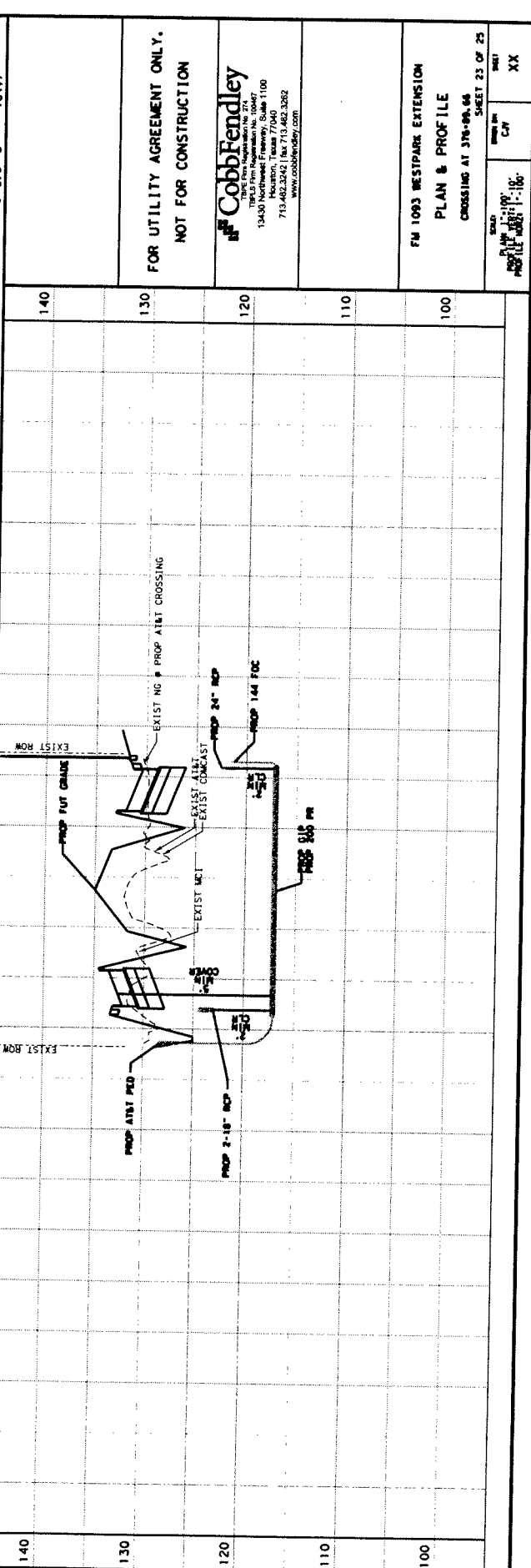
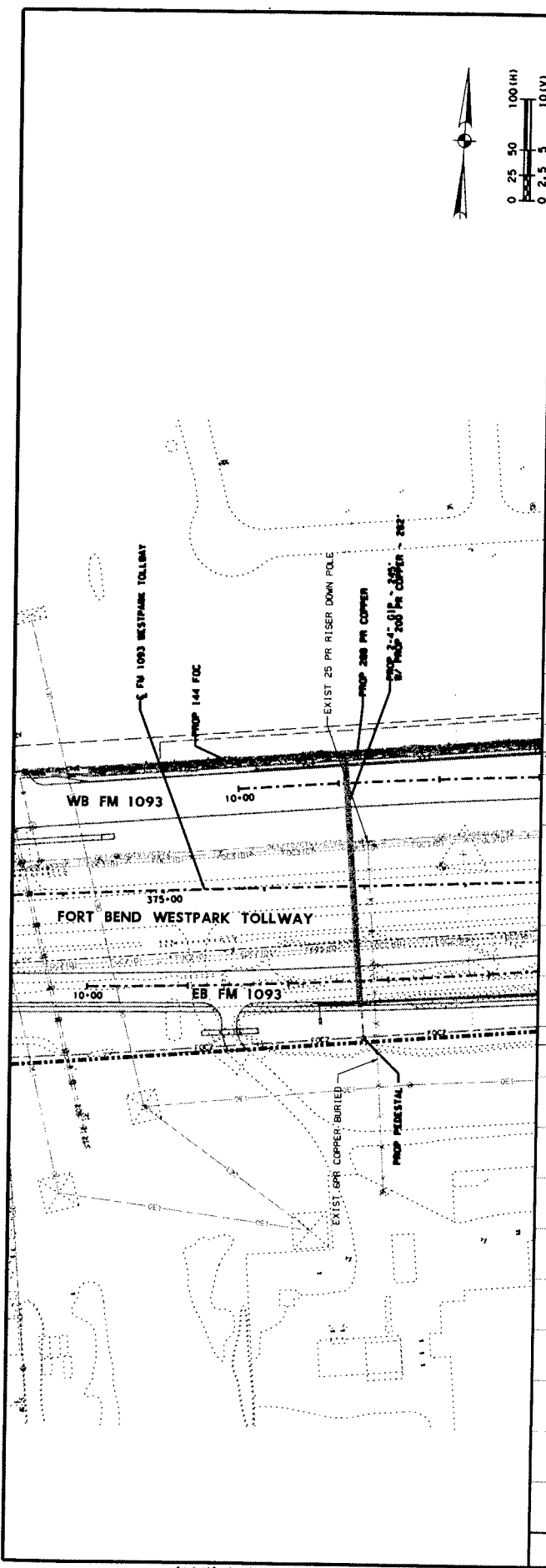
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DATE: 11/11/10
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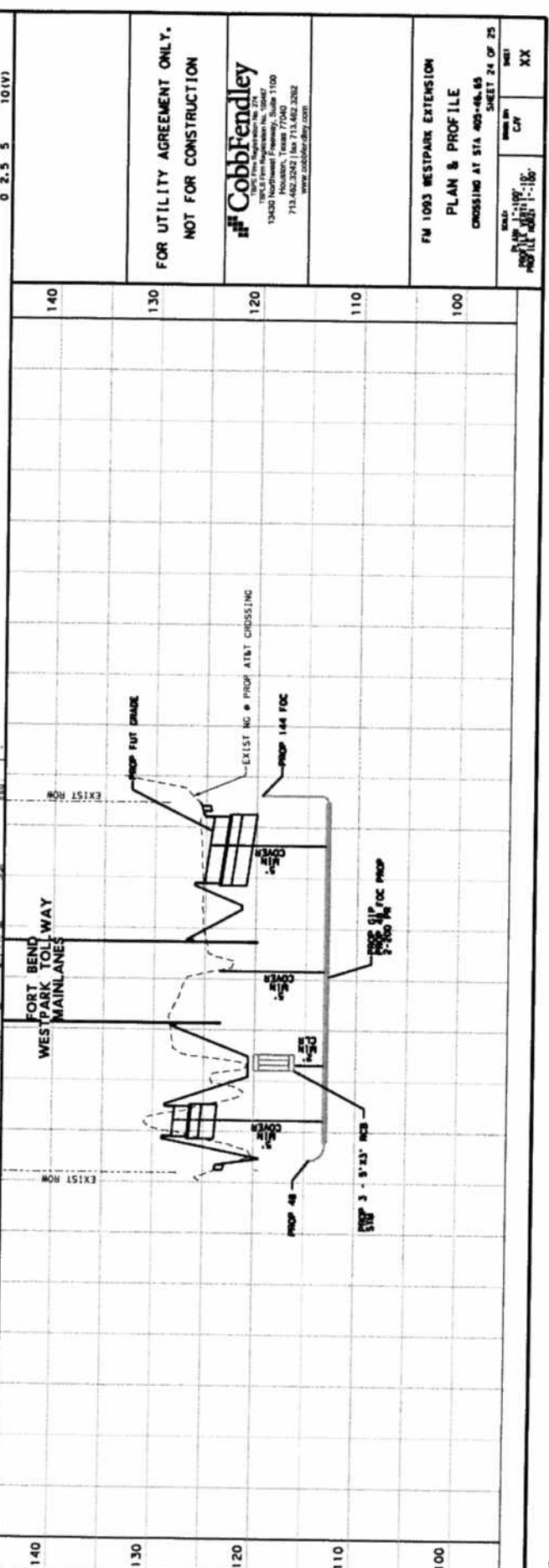
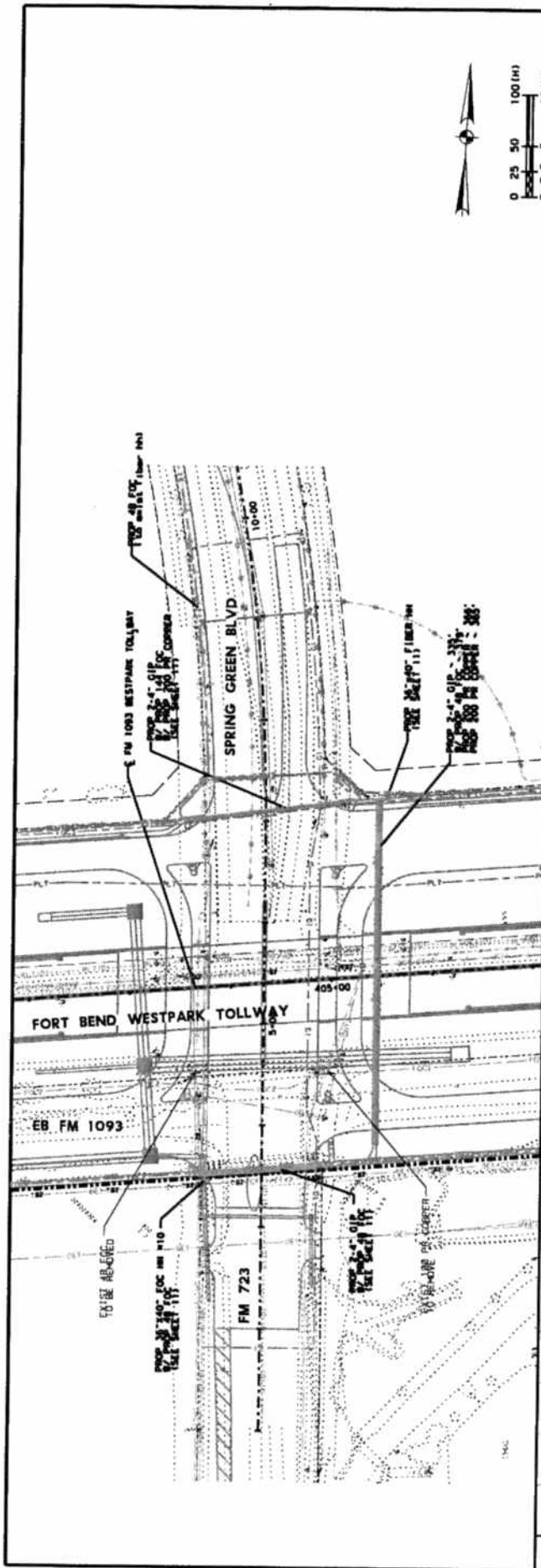
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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 CROSSING AT 375+00.44
 SHEET 23 OF 25

SCALE: PLAN 1"=100'
 PROFILE 1"=10'

DATE: 11/10/10
 DRAWN BY: CAY
 CHECKED BY: XX



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FM 1093 WESTPARK EXTENSION
 PLAN & PROFILE
 CROSSING AT STA 405+48.68

DATE: 11-11-10	SCALE: 1"=10'	SHEET: 24 OF 25
PROJECT: FM 1093 WESTPARK EXTENSION	DATE: 11-11-10	SCALE: 1"=10'
DESIGNER: C/F	CHECKER: C/F	DATE: 11-11-10
PROJECT: FM 1093 WESTPARK EXTENSION	DATE: 11-11-10	SCALE: 1"=10'

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11/11/10 10:10:10 AM

Exhibit B

AT&T Construction Cost Estimate

Date
Fort Bend County

AS 3/1/2016
Initial Date
AT&T

A. CONTRACT LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Conventional Bore Steel Casing				
Place steel casing 4" to 8" (GIP)	1,541	Foot	\$ 100.00	\$ 154,100.00
Bore Buried Cable				
Place Copper Cable	35,108	Foot	\$ 5.20	\$ 182,561.60
Remove Aerial Cable (22X/822X/1X)				
Remove Aerial Cable - All	8,765	Foot	\$ 1.00	\$ 8,765.00
Remove Underground Cable				
Remove Buried Cable - All	41,583	Foot	\$ 4.95	\$ 205,835.85
Splice Pit				
Splice Pit dig-up	2	Foot	\$ 601.52	\$ 1,203.04
Place Handholes and Manholes				
Fiber Optic Handhole 40"	19	Each	\$ 1,500.00	\$ 28,500.00
Contract Inspection				
Contractor Inspector	180	Hour	\$ 62.00	\$ 11,186.78
EST Contract Labor Total:				\$ 592,152.27

B. NEW MATERIALS

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Conduit				
Conduit - GIP - 4"	3,422	Foot	\$ 13.13	\$ 44,930.86
Underground/Buried Copper Cable				
24 Gauge				
200pr	9,590	Foot	\$ 3.32	\$ 31,838.80
100pr	0	Foot	\$ 1.77	\$ -
50pr	0	Foot	\$ 0.98	\$ -
25pr	0	Foot	\$ 0.54	\$ -
Underground/Buried Fiber Cable				
24 Fiber (Armored)	465	Foot	\$ 0.33	\$ 153.45
48 Fiber (Armored)	1,382	Foot	\$ 0.44	\$ 608.08
144 Fiber (Armored)	23,671	Foot	\$ 0.92	\$ 21,777.32
Handholes and Manholes				
Fiber Optic Handhole 40"	19	Each	\$ 1,500.00	\$ 28,500.00
EST Materials Total:				\$ 127,808.51

C. AT&T LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER HOUR	EST TOTAL COST
Contract Coordinator	90	Hour	\$ 180.38	\$ 16,273.16
Splicing	683	Hour	\$ 58.82	\$ 40,174.06
EST AT&T Texas Labor Total:				\$ 56,447.22

D. AT&T ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER HOUR	EST TOTAL COST
Project Manager	355	Hour	\$ 173.94	\$ 61,748.70

EST AT&T Texas Project Management Total: **\$ 61,748.70**

E. MINOR AND MISC EXPENSE

ITEM				EST TOTAL COST
Minor and Misc. Expense (Spl. & Insp.)	773	Hour	\$ 23.79	\$ 18,394.81
EST Minor and Misc Expense Total:				\$ 18,394.81

F. AT&T PAYROLL TAXES/BENEFITS

ITEM				EST TOTAL COST
Benefits & Payroll Taxes (0.30 x Item 'C' and 'D' Total)				\$ 35,458.78
EST AT&T Payroll Taxes/Benefits Total:				\$ 35,458.78

G. CONTRACT ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER HOUR	EST TOTAL COST
Agreement Development: Utility research, review of TxDOT plans and conflicts, development of plan and profile exhibits, compilation of agreement forms and attachments				
Engineer	282	Hour	\$ 140.00	\$ 39,480.00
Administrative Assistant	80	Hour	\$ 65.00	\$ 5,200.00
CAD Operator	170	Hour	\$ 90.00	\$ 15,300.00
Layout/Conduit Engineer	170	Hour	\$ 115.00	\$ 19,550.00
Draftsperson/Opti	120	Hour	\$ 65.00	\$ 7,800.00
3-Person Survey Field Crew	170	Hour	\$ 145.00	\$ 24,650.00
Field Coordinator	0	Hour	\$ 65.00	\$ -
Locator	170	Hour	\$ 62.00	\$ 10,540.00
Conduit and Cable Design: Development of plan and profile conduit drawings including details, TCP, SWPPP, conversion of conduit drawings into OPTI, Development of cable plans in OPTI, Staking				
Engineer	110	Hour	\$ 140.00	\$ 15,400.00
Administrative Assistant	24	Hour	\$ 65.00	\$ 1,560.00
CAD Operator	46	Hour	\$ 90.00	\$ 4,140.00
Layout/Conduit Engineer	46	Hour	\$ 115.00	\$ 5,290.00
Draftsperson/Opti	46	Hour	\$ 65.00	\$ 2,990.00
3-Person Survey Field Crew	46	Hour	\$ 145.00	\$ 6,670.00
Field Coordinator	0	Hour	\$ 65.00	\$ -
Locator	0	Hour	\$ 62.00	\$ -
Construction Oversight: Coordination with TxDOT and Contractor, Weekly Meetings, Field Visits, Design Changes, As-built plans, Billing				
Engineer	260	Hour	\$ 140.00	\$ 36,400.00
Administrative Assistant	40	Hour	\$ 65.00	\$ 2,600.00
CAD Operator	100	Hour	\$ 90.00	\$ 9,000.00
Layout/Conduit Engineer	95	Hour	\$ 115.00	\$ 10,925.00
Draftsperson/Opti	90	Hour	\$ 65.00	\$ 5,850.00
3-Person Survey Field Crew	0	Hour	\$ 145.00	\$ -
Field Coordinator	90	Hour	\$ 65.00	\$ 5,850.00
Locator	80	Hour	\$ 62.00	\$ 4,960.00
EST Contract Engineering Total:				\$ 234,155.00

H. CORPORATE OVERHEAD LOADINGS

ITEM				EST TOTAL COST
Corporate Overhead (0.553031 x Item 'C' and 'D' Total)				\$ 65,366.01
EST Corporate Overhead Loadings Total:				\$ 65,366.01

I. ACCRUED DEPRECIATION CREDIT

ITEM				EST TOTAL COST
Accrued Depreciation				\$ -
EST Accrued Depreciation Credit Total:				\$ -

J. SALVAGE CREDIT

ITEM	EST QTY	AMOUNT	EST TOTAL COST
Total Pounds Copper at \$0.30/Pound	4,722	\$ 0.30	\$ 1,416.60
EST Salvage Credit Total:			\$ 1,416.60
TOTAL ESTIMATED COST:			\$ 1,190,114.70

TOTAL ESTIMATED BETTERMENT FOR AT&T TEXAS - See Attachment G	
Total Estimated Cost for Option 1 - Betterment	\$ 1,190,114.70
<i>minus</i> Total Estimated Cost for Option 2 - No Betterment	\$ 1,163,395.31
Total Estimated Betterment Cost for AT&T TEXAS:	\$ 26,719.39

Betterment Ratio **2.25%**

FORT BEND COUNTY PARTICIPATION

ITEM			EST TOTAL COST
Fort Bend County Participation is	50%	of Total minus Betterment	\$ 581,697.65
EST Reimbursement to AT&T Texas:			\$ 581,697.65

A. CONTRACT LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Conventional Bore Steel Casing				
Place steel casing 4" to 8" (GIP)	1,541	Foot	\$ 100.00	\$ 154,100.00
Bore Buried Cable				
Place Copper Cable	35,108	Foot	\$ 5.20	\$ 182,561.60
Remove Aerial Cable (22X/822X/1X)				
Remove Aerial Cable - All	8,765	Foot	\$ 1.00	\$ 8,765.00
Remove Underground Cable				
Remove Buried Cable - All	41,583	Foot	\$ 4.95	\$ 205,835.85
Splice Pit				
Splice Pit dig-up	2	Foot	\$ 601.52	\$ 1,203.04
Place Handholes and Manholes				
Fiber Optic Handhole 40"	19	Each	\$ 1,500.00	\$ 28,500.00
Contract Inspection				
Contractor Inspector	180	Hour	\$ 62.00	\$ 11,160.00
EST Contract Labor Total:				\$ 592,125.49

B. NEW MATERIALS

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Conduit				
Conduit - GIP - 4"	3,422	Foot	\$ 13.13	\$ 44,930.86
Underground/Buried Copper Cable				
24 Gauge				
200pr	782	Foot	\$ 3.32	\$ 2,596.24
100pr	731	Foot	\$ 1.77	\$ 1,293.87
50pr	5,765	Foot	\$ 0.98	\$ 5,649.70
25pr	2,312	Foot	\$ 0.54	\$ 1,248.48
Underground/Buried Fiber Cable				
24 Fiber (Armored)	465	Foot	\$ 0.33	\$ 153.45
48 Fiber (Armored)	12,736	Foot	\$ 0.44	\$ 5,603.84
144 Fiber (Armored)	12,317	Foot	\$ 0.92	\$ 11,331.64
Handholes and Manholes				
Fiber Optic Handhole 40"	19	Each	\$ 1,500.00	\$ 28,500.00
EST Materials Total:				\$ 101,308.08

C. AT&T LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER HOUR	EST TOTAL COST
Contract Coordinator	90	Hour	\$ 180.38	\$ 16,234.20
Splicing	683	Hour	\$ 58.82	\$ 40,174.06
EST AT&T Texas Labor Total:				\$ 56,408.26

D. AT&T ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER HOUR	EST TOTAL COST
Project Manager	355	Hour	\$ 173.94	\$ 61,748.70

EST AT&T Texas Project Management Total: **\$ 61,748.70**

E. MINOR AND MISC EXPENSE

ITEM				EST TOTAL COST
Minor and Misc. Expense (Spl. & Insp.)	773	Hour	\$ 23.79	\$ 18,389.67
EST Minor and Misc Expense Total:				\$ 18,389.67

F. AT&T PAYROLL TAXES/BENEFITS

ITEM				EST TOTAL COST
Benefits & Payroll Taxes (0.30 x Item 'C' and 'D' Total)				\$ 35,447.09
EST AT&T Payroll Taxes/Benefits Total:				\$ 35,447.09

G. CONTRACT ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER HOUR	EST TOTAL COST
Agreement Development: Utility research, review of TxDOT plans and conflicts, development of plan and profile exhibits, compilation of agreement forms and attachments				
Engineer	282	Hour	\$ 140.00	\$ 39,480.00
Administrative Assistant	80	Hour	\$ 65.00	\$ 5,200.00
CAD Operator	170	Hour	\$ 90.00	\$ 15,300.00
Layout/Conduit Engineer	170	Hour	\$ 115.00	\$ 19,550.00
Draftsperson/Opti	120	Hour	\$ 65.00	\$ 7,800.00
3-Person Survey Field Crew	170	Hour	\$ 145.00	\$ 24,650.00
Field Coordinator	0	Hour	\$ 65.00	\$ -
Locator	170	Hour	\$ 62.00	\$ 10,540.00
Conduit and Cable Design: Development of plan and profile conduit drawings including details, TCP, SWPPP, conversion of conduit drawings into OPTI, Development of cable plans in OPTI, Staking				
Engineer	110	Hour	\$ 140.00	\$ 15,400.00
Administrative Assistant	24	Hour	\$ 65.00	\$ 1,560.00
CAD Operator	46	Hour	\$ 90.00	\$ 4,140.00
Layout/Conduit Engineer	46	Hour	\$ 115.00	\$ 5,290.00
Draftsperson/Opti	46	Hour	\$ 65.00	\$ 2,990.00
3-Person Survey Field Crew	46	Hour	\$ 145.00	\$ 6,670.00
Field Coordinator	0	Hour	\$ 65.00	\$ -
Locator	0	Hour	\$ 62.00	\$ -
Construction Oversight: Coordination with TxDOT and Contractor, Weekly Meetings, Field Visits, Design Changes, As-built plans, Billing				
Engineer	260	Hour	\$ 140.00	\$ 36,400.00
Administrative Assistant	40	Hour	\$ 65.00	\$ 2,600.00
CAD Operator	100	Hour	\$ 90.00	\$ 9,000.00
Layout/Conduit Engineer	95	Hour	\$ 115.00	\$ 10,925.00
Draftsperson/Opti	90	Hour	\$ 65.00	\$ 5,850.00
3-Person Survey Field Crew	0	Hour	\$ 145.00	\$ -
Field Coordinator	90	Hour	\$ 65.00	\$ 5,850.00
Locator	80	Hour	\$ 62.00	\$ 4,960.00
EST Contract Engineering Total:				\$ 234,155.00

H. CORPORATE OVERHEAD LOADINGS

ITEM				EST TOTAL COST
Corporate Overhead (0.553031 x Item 'C' and 'D' Total)				\$ 65,344.46
EST Corporate Overhead Loadings Total:				\$ 65,344.46

I. ACCRUED DEPRECIATION CREDIT

ITEM				EST TOTAL COST
Accrued Depreciation				\$ -
EST Accrued Depreciation Credit Total:				\$ -

J. SALVAGE CREDIT

ITEM	EST QTY		AMOUNT	EST TOTAL COST
Total Pounds Copper at \$0.30/Pound	4,722		\$ 0.30	\$ 1,416.60
EST Salvage Credit Total:				\$ 1,416.60
TOTAL ESTIMATED COST:				\$ 1,163,510.15

U#0002
Betterment

Westpark Tollway Expansion
ATT Texas/SWBT
Cable and Removals

ATT Project # A005JCN

COST ESTIMATE FOR AT&T TEXAS FACILITIES

SUMMARY OF CHARGES
BETTERMENT vs. NO BETTERMENT

	Betterment Cost	No Betterment Cost
A. Contract Labor	\$ 592,152.27	\$ 592,125.49
B. New Materials	\$ 127,808.51	\$ 101,193.24
C. AT&T Labor	\$ 56,447.22	\$ 56,408.26
D. AT&T Engineering	\$ 61,748.70	\$ 61,748.70
E. Minor & Miscellaneous Expenses	\$ 18,394.81	\$ 18,389.67
F. AT&T Payroll Taxes/Benefits	\$ 35,458.78	\$ 35,447.09
G. Contract Engineering	\$ 234,155.00	\$ 234,155.00
H. Corporate Overhead Loadings	\$ 65,366.01	\$ 65,344.46
I. Accrued Depreciation Credit	\$ -	\$ -
J. Salvage Credit	\$ 1,416.60	\$ 1,416.60
Total Estimated Cost	\$ 1,190,114.70	\$ 1,163,395.31

Exhibit C

AT&T Schedule of Work and Estimated Dates of Completion.

Schedule:

ESTIMATED DATE TO BEGIN: May 01, 2016

Date dependent upon receiving both authorized Utility Agreement and notice to proceed. Also pending ROW acquisition.

ESTIMATED COMPLETION DATE: December 31st, 2017

This date is based on contractor working days and does not account for any unforeseen delays.

Estimated Schedule is calculated based on current work force availability and typical durations required for placing and splicing.

Date
Fort Bend County

RI *3/1/2016*
Initial Date
AT&T

Exhibit D

AT&T Betterment Ratio Calculation & Explanation

Date
Fort Bend County

RS 3/1/2016
Initial Date
AT&T

U0002

ATTACHMENT "D"

BETTERMENT RATIO

1 – BETTERMENT IS ASSOCIATED WITH THIS ADJUSTMENT SEE
BETTERMENT VERSUS NO BETTERMENT COST ESTIMATE IN
ATTACHMENT "A"

Calculation of Betterment Ratio:

TOTAL ESTIMATED BETTERMENT FOR AT&T TEXAS	
Total Estimated Cost for - Betterment	\$ 1,190,114.70
<i>Minus</i> Total Estimated Cost for - No Betterment	\$ 1,163,510.15
Total Estimated Betterment Cost for AT&T TEXAS:	\$ 26,719.39

Replacement with Betterment – Replacement No Betterment
Replacement with Betterment

$$\text{Betterment Ratio} = \frac{\$ 1,190,114.70 - \$ 1,163,510.15}{\$ 1,190,114.70} = 0.02245 = 2.25\%$$

Elective Betterment Description:

FM 1093 WBFR Sta. 298+65 to Sta. 405+65 (See Exhibit Sheet 1-11): The increase in fiber optic cable (FOC) size from an existing 1-48 FOC to a proposed 1-144 FOC for 11,354 LF from existing handhole at FM 1093 Sta. 298+65 to proposed Fiber HH # 9 at the intersection of FM 1093 and Spring Green Blvd. at Sta. 405+65 is considered elective betterment. See betterment vs. no betterment cost estimate in Attachment "A" and betterment ratio above.

FM 1093 WBFR Sta. 376+80 to Sta. 460+25 (See Exhibit Sheets 8-17): The increase in copper cable size from an existing 25 PR to a proposed 200 PR for 2,312 LF from Sta. 376+80 to Sta. 397+30 is considered elective betterment. The increase in copper cable size from an existing 50 PR to a proposed 200 PR for 5,765 LF from Sta. 405+25 to Sta. 460+25 is considered elective betterment. Lastly, the increase in copper cable size from an existing 100 PR to a proposed 200 PR for 731 LF crossing FM 1093 at Spring Green Blvd is considered elective betterment. See betterment vs. no betterment cost estimate in Attachment "A" and betterment ratio above.

Non-Elective/Forced Betterment Description:

FM 1093 WBFR Sta. 405+65 to Sta. 517+00 (See Exhibit Sheet 11-25): Utility will replace existing buried 2-48 FOC from proposed Fiber HH #9 at Sta 405+65 to Sta 506+55 at Fiber HH # 19 with 1-144 FOC. Similarly, from Sta 506+55 to Sta 517+00 the existing buried 1-48 FOC and existing aerial 1-48 FOC is replaced with the proposed 1-144 FOC.

The increase in FOC size from existing 2-48 to a proposed 144 FOC is considered non-elective betterment/forced betterment as a 96 FOC is no longer a standard cable used by AT&T according to guidelines stated in the AT&T C&E Handbook section 1.10.2.

The addition of proposed fiber loops at regular intervals as noted on the plans provides slack for emergency restoration and accommodates fusion splicing per ATT-TELCO-002-206-007 – Fiber Plant Section 7.2.3.2 and 7.2.3.3. The additional loop footage is considered non-elective betterment/forced betterment.

FM 1093 WBFR Sta. 397+25 to Sta. 405+50 (See Exhibit Sheet 10-11):

Utility will replace existing 50 PR & 100 PR aerial copper cables with one proposed 200 PR underground copper cable for an equivalent standard although not identical.

AT&T Texas Standard Practices: Bell System Practices, AT&T C&E Handbook & Outside Plant

AT&T C&E Handbook ATT-TELCO-002-206-001 – Feeder Planning Section 1

1.10.2.3. (G) Use standard fiber cable sizes: see Section 7, with 48 fibers as the minimum for new feeder cables (including laterals). Document sizing for all new feeder cables to support ongoing fiber monitoring and administration (see Section 1.14.3).

AT&T C&E Handbook ATT-002-201-708 – Underground Conduit Section 2

2.1. Place 4" Feeder Conduit Place 4" feeder conduit only where you will need multiple cables and it is more economical than placing buried cable

2.3. Sizing Feeder Conduit:

- Adjust the cross-section to the number of cables actually identified in the 20-year study. Consider reductions in conduit cross-section sizing for feeder routes that will implement FTTP.
- Add a 4" maintenance (restoration) duct. See Section 2.4 below.
- Where required by franchise agreements, add a duct for municipal use.
- Add ducts for other carriers where there are bona fide requests.
- Place subsidiary ducts for future laterals.

Background: Conduit may be more economical than the initial and subsequent costs of trenching buried cable where there is limited R/W or re-paving is required. In addition, FTTP technology will reduce the cross-section requirements for conduit.

2.4. Maintenance Duct The last duct in a conduit section will be reserved as maintenance duct and will always be available on a nondiscriminatory basis to all entities (including AT&T, local providers, and other joint users) having facilities in the conduit section.

- This maintenance duct will be reserved for short term emergency repairs (cut-arounds) or for short term nonemergency conditions in providing customer service. Maintenance duct(s) must only be occupied for 30 days or less in non-emergency conditions.
- If a maintenance duct is not vacated within 30 days, the joint user must request a 30 day extension and state the reason why they need the additional time and when they anticipate vacating. The approval will depend on the circumstances but will typically be approved unless there is another company waiting to use the maintenance duct.

2.5. Maintaining Maintenance Ducts Maintain a maintenance duct for cable restoration in isolated conduit systems and in non-reinforceable sections under major highways, turnpikes, bridges, etc.

AT&T C&E Handbook ATT-TELCO-002-206-003 - Distribution Planning Section 3

3.1.6. (G) Place conduit in distribution plant where limited right-of-way or easements would prohibit or dramatically increase construction cost for future extensions of distribution plant to phased developments.

AT&T C&E Handbook ATT-TELCO-002-206-007 – Fiber Plant Section 7

7.1.4. Approved Cable Sizes (P) Uni-tube ribbon fiber cables approved for:

- AT&T Midwest, West, Southeast and Southwest use: 24, 48, 72, 144, 216, 288, 360, 432, 576, & 864

7.2.3.1. (P) Only cut fiber cables where there is a limitation due to pulling requirements (600 lbs). Never cut fiber cables just because it is a designated splice point, but instead loop fiber for future fiber access points (FAPS) or splices.

7.2.3.2. (G) In addition to planned FAP and splice locations (Section 7.2.3.1), fiber loops should be designed and stored at regular intervals in non-facility demand locations. These loops provide slack for emergency restoration in underground or aerial plant, and unforeseen splicing requirements in all environments. Consider the local environment to determine frequency and location of these loops.

7.2.3.3. (P) Where practicable, all fiber loops should contain sufficient cable length to accommodate fusion splicing in clean environments (mainly trailers). Subject to more specific considerations for future splices or FAPs, assume 100 foot loops to accommodate approximately 50 feet from cable location (MH, vault, or pole) to splice work location;

7.3.1 Fusion splicing is the preferred splicing method. Mechanical splicing will only be performed during cases of cable restoration but must be replaced with a fusion splice within thirty days.

AT&T Outside Plant ATT-TELCO-002-600-374 – Underground Conduit Manholes

1.1. Overview The purpose of manholes is to provide readily accessible space in the conduit system for joining main cable sections, splicing subsidiary cable, splicing in stub cables for cable flexibility and locations for installing load coil cases or other items of equipment that are necessary for the efficient operation and proper maintenance of the cable plant. All manholes should be constructed to provide sufficient and suitable space for installation of the cables and associated equipment installed and enough additional space for a man to work.

TxDOT ROW Utility Manual

Section 12: Federal Rulings: Spare Conduits or Ducts

One spare conduit or duct may be approved for reimbursement where the frequency of interruptions of utility service and the importance of the service together with the expected interference with highway traffic by the utility installing temporary overhead lines, warrants such an approval for the benefit of the highway, or where building lines or ground conditions make subsequent boring impossible.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-19734

Date Filed:
 02/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Southwestern Bell Telephone Company, dba AT&T Texas
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

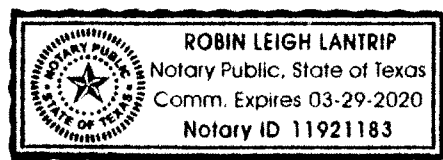
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

23381
 03/08/16 - Utility Relocation regarding FM 1093/Westpark, Mobility Bond Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Scalapino, this the 2nd day of March, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Robin Leigh Lantrip Paralegal - Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath