

STANDARD UTILITY AGREEMENT

U-0003: AT&T Corp.
 County: Fort Bend
 Highway: FM 1093 Westpark Extension

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and AT&T Corp., ("**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 (underground fibre optic cable) into a predesignated corridor according to the following schedule:

Start Date – November 01, 2015
 Completion Date – January 08, 2016

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


 Fort Bend County

10/27/2015
 Date

ASQ 9/30/15
 Initial Date
 AT&T Corp.

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. Plans & Specifications (Exhibit "A");
3. Utility Construction Cost Estimate (Exhibit "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Exhibit "C").

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.

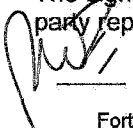
The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States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

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


Date 10/27/2015
Fort Bend County


Date 9/30/15
AT&T Corp.

UTILITY

Utility: AT&T Corp.
Name of Utility

By: *Alvin S. Richardson*
Authorized Signature

Alvin S. Richardson
Print or Type Name

Title: AT&T Senior Technical Project Manager

Date: 9/30/15

EXECUTION RECOMMENDED:

COUNTY

By: *Robert E. Hebert*
Authorized Signature

Robert E. Hebert
Print or Type Name

Title: Fort Bend county Judge

Date: 10-27-2015

RSH 10/27/2015
Date
Fort Bend County

ASR 9/30/15
Initial *Date*
AT&T Corp.

Exhibit A

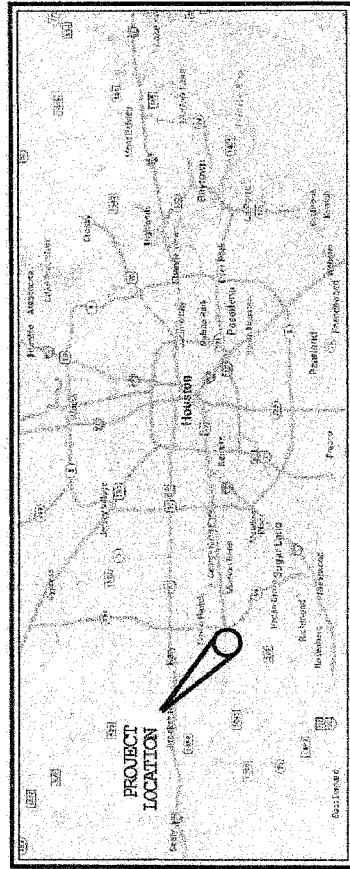
AT&T Legacy Plans

(12 Pages)

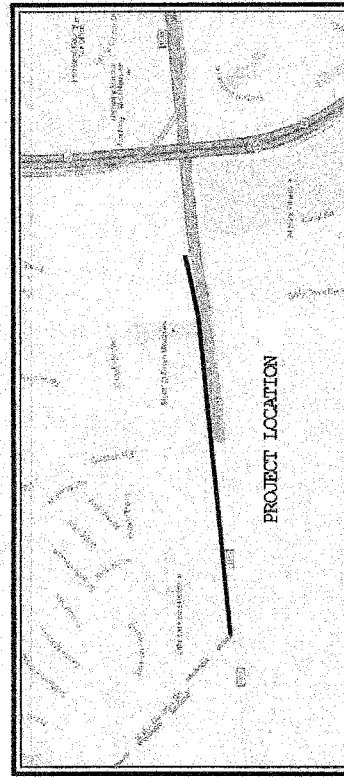
LIGHTGUIDE SYSTEM AT&T (LEGACY T) NEXGEN

WESTPARK TOLL EXT. PHASE 1 KATY

FORT BEND COUNTY, TEXAS



HOUSTON CITY LOCATION MAP



PROJECT LOCATION MAP

**BARNSDALE
TECHNOLOGIES, INC**

at&t

REVISIONS:

CONSTRUCTION
8-10-2015

NOTES:



BARNSDALE
TECHNOLOGICAL, INC.

PROJECT NO. 1500000000
DATE: 8/10/15
DRAWN BY: J. BARNES
CHECKED BY: J. BARNES
DATE: 8/10/15
PROJECT: WESTPARK TOLL EXTENSION PHASE I

BY: J. BARNES
DATE: 8/10/15
PROJECT: WESTPARK TOLL EXTENSION PHASE I

PROJECT: WESTPARK TOLL EXTENSION PHASE I

PROJECT: WESTPARK TOLL EXTENSION PHASE I

PROJECT: WESTPARK TOLL EXTENSION PHASE I

PROJECT: WESTPARK TOLL EXTENSION PHASE I

PROJECT: WESTPARK TOLL EXTENSION PHASE I

LEGEND

Dimension	---
Cable Proposed	---
Cable Existing	---
U-Electric-Future	---
U-Electric-Underground	---
U-Electric-Future	---
U-Gas-Future	---
U-Gas Underground	---
U-Water Line-Future	---
U-Water Line	---
U-Cable TV-Future	---
U-Cable TV	---
U-Telephone - Underground Future	---
U-Telephone-Underground	---
U-Telephone-Aerial Future	---
U-Telephone	---
U-Storm Drain-Future	---
U-Storm Drain	---
U-Sanitary Sewer-Future	---
U-Sanitary Sewer	---
Fence-Barbwire	---
Fence-Chain Link	---
Right of Way	---
Road-BOC	---
Road-CL	---
Road-EOP	---
Road-Fog Line	---
Ditch	---

AT&T-MH, HH	
AT&T MH, HH	
Sign	
Fire Hydrant	
Culvert	
Light Post	
Storm Drain	
Storm Sewer	
Existing Electrical Box, MH, HH	
Property line Marker / Iron	
Dimension	
Dimension	
Dimension	
Power Pole	
Anchor/Guywire	
Tree	
Existing Comm. Box, MH, HH	
Dimension	
at&t Marker pole	
Caution Arrow	
Splice Chevron	

PROJECT: WESTPARK TOLL EXTENSION PHASE I

BARNSDALE
TECHNOLOGICAL, INC.

REVISIONS:
CONSTRUCTION
 9-10-2015

NOTES:



BLANKSDALE
 TECHNICAL DESIGN, INC.

PREPARED FOR: BROWN
 PROJECT NO.: 1500000000000000
 DATE: 09/10/15

REVISIONS ON THIS DOCUMENT IN
 ANY MANNER SHALL BE THE SOLE
 RESPONSIBILITY OF THE CLIENT.
 THIS DOCUMENT IS THE PROPERTY OF
 BLANKSDALE TECHNICAL DESIGN, INC.
 AND SHALL NOT BE REPRODUCED OR
 TRANSMITTED IN ANY MANNER WITHOUT
 THE WRITTEN CONSENT OF BLANKSDALE TECHNICAL DESIGN, INC.

PROJECT NO.: 1500000000000000
 PROJECT NAME: N/A
 PROJECT LOCATION: N/A
 PROJECT OWNER: ASSET
 PROJECT NO.: N/A
 PROJECT DATE: N/A
 SCALE: N/A

WEST PARK TOLL EXTENSION
 PHASE I
 FORT BEND COUNTY
 TEXAS

ABBREVIATIONS

ABBREVIATIONS

AC	ASPHALIC CONCRETE	MIN	MINIMUM
APPROX	APPROXIMATE	N	NORTH
AT&T	AMERICAN TELEPHONE AND TELEGRAPH	NO	NUMBER
AVE	AVENUE	ODOT	OREGON DEPARTMENT OF TRANSPORTATION
BLDG	BUILDING	PCC	PORTLAND CEMENT CONCRETE
C.O.	CENTRAL OFFICE	P/L	PROPERTY LINE
C/L	CENTER LINE	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PLCS	PLACES
CNTY	COUNTY	POLY	POLYETHYLENE
CONC	CONCRETE	PP	POWER POLE
CULV	CULVERT	PROP	PROPOSED
DEPT	DEPARTMENT	PVC	POLYVINYLCHLORIDE
DIA	DIAMETER	R/W	RIGHT OF WAY
DIST	DISTRICT	RCB	REINFORCED CONCRETE BOX
DR	DRIVE	RCP	REINFORCED CONCRETE PIPE
DWG	DRAWING	RD	ROAD
E	EAST	REQD	REQUIRED
ENC	ENCASED	RGS	RIGID GALVANIZED STEEL
ENGS	ENGINEERS	R	RANGE
EOP	EDGE OF PAVEMENT	S	SOUTH
EQUIP	EQUIPMENT	SDR	STANDARD DIMENSION RATIO
FOC	FACE OF CURB	SEC	SECTION
F/L	FOG LINE	SP	SPLICE
FH	FIRE HYDRANT	S.P.R.R.	SOUTH PACIFIC RAILROAD
FND	FOUND	ST	STREET
FTA	FIBER TRANSMISSION "A" CABLE	STA	STATION
HDPE	HIGH DENSITY POLYETHYLENE	TP	TRENCH PLUG
HWY	HIGHWAY	T	TOWNSHIP
INC	INCORPORATED	TYP	TYPICAL
INT	INTERMEDIATE	US	UNITED STATES
LGTH	LENGTH	W	WEST
LN	LANE	W/	WITH
LP	LIGHT POLE	WW	WALL TO WALL
MAX	MAXIMUM	WH	WHITE
MH	MANHOLE		

BLANKSDALE
 TECHNICAL DESIGN, INC.

CONSTRUCTION NOTES

1. Technical "special provisions" are supplemental to the "standard specifications for outside plant cable construction and removal" prepared by at&t communications, inc.

2. The contractor shall comply with all requirements of the various permits obtained for the project and on file in the offices of the engineer.

3. Miscellaneous structures and obstructions such as sign posts, fences, mail boxes, meter boxes etc. shall be avoided or removed and reinstalled to original or better condition.

4. Mail boxes that must be removed or relocated by the contractor's operation shall be reinstalled prior to the end of the day on which they are removed. the contractor shall not disrupt the delivery of mail service and shall coordinate temporary relocation of mail boxes with property owners and the u.s. postal service.

5. The contractor shall be responsible at all times for the maintenance of streets and other utilities affected by construction operations, debris and rubbish shall not be permitted to accumulate and all premises shall be maintained in a neat and workmanlike condition.

6. Contractors shall take adequate precautions to protect existing lawns, trees, and shrubs outside right-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by contractor's operations to the satisfaction of the engineer, except as otherwise provided for.

7. The following special provisions shall apply to traffic regulation during the extent of this contract:

- a. There shall be at all times adequate vehicle and pedestrian access for ingress and egress from the properties adjacent to the project.
- b. During non-working hours, the contractor shall keep the existing traffic lanes clear for traffic without interference from his operations including all approaches and intersections.
- c. The contractor shall notify the agency traffic engineering departments (fire department, police department, ambulance service, the school bus garage, operations so that these agencies may reroute their emergency and service vehicles around the construction zone.

8. Where hazardous conditions exist, proper signing, flagging and barricading shall be provided by the contractor, whenever directed by the engineer. Supplemental signs and barricades, including lanterns and/or high rise warning devices, shall be provided by the contractor.

9. Trenches in paved areas shall be saw cut to a full depth of all surfacing.

10. The requirements of the occupational safety and health act (OSHA) apply to all excavation, trenching, and ditching operations on this project. all trenches four (4) feet in depth shall be shored in compliance with applicable federal and/or state regulations as a general rule, shoring shall be required in all street area excavations, and sloping to the angle of repose will be excavations, and sloping to the angle of repose will be permitted only in non-critical, off-street areas.

11. A waste site has not been provided by the owner for the disposal of excess materials and debris.

12. No trench or excavation shall be left open overnight or unattended.

13. All bridge hangers, exposed conduit, expansion joints, bolts, nuts, and misc. metal items shall be hot dipped galvanized after fabrication unless otherwise specified.

14. Backfill requirements are shown on sheet 832 - trench details.

15. The contractor shall notify property occupants at least 24 hours prior to any disruption of their driveways.

16. Any paved surfaces shall be repaired within two weeks of said disruption with the same type of material as they were originally constructed.

17. Any vegetation disturbed during construction including lawns, trees, and shrubs shall be replace in kind.

18. Hours of construction shall be limited by permits obtained for the project.

19. Any streets or sidewalks disturbed by construction shall be repaired or replaced at the direction of the public works department.

REVISIONS:

CONSTRUCTION
9-10-2015.

NOTES:



at&t

at&t COMMUNICATIONS, INC.

10000 WESTFAIRWAY, SUITE 100
FORT WORTH, TEXAS 76154
TEL: 817.339.3333
WWW.ATANDT.COM

PROFESSIONAL SEAL

REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS

NO. 12345

EXPIRES 12/31/2015

PROPERTY OF THE PROJECT IS
PROPERTY AND SHALL NOT BE LOANED,
REPRODUCED, COPIED, REPRODUCED,
OR TRANSMITTED IN ANY MANNER
WITHOUT THE WRITTEN PERMISSION OF
AT&T COMMUNICATIONS, INC.

DATE: 09/10/2015

PROJECT NO.: 12345

DATE: 09/10/2015

SCALE: 1/8" = 1'-0"

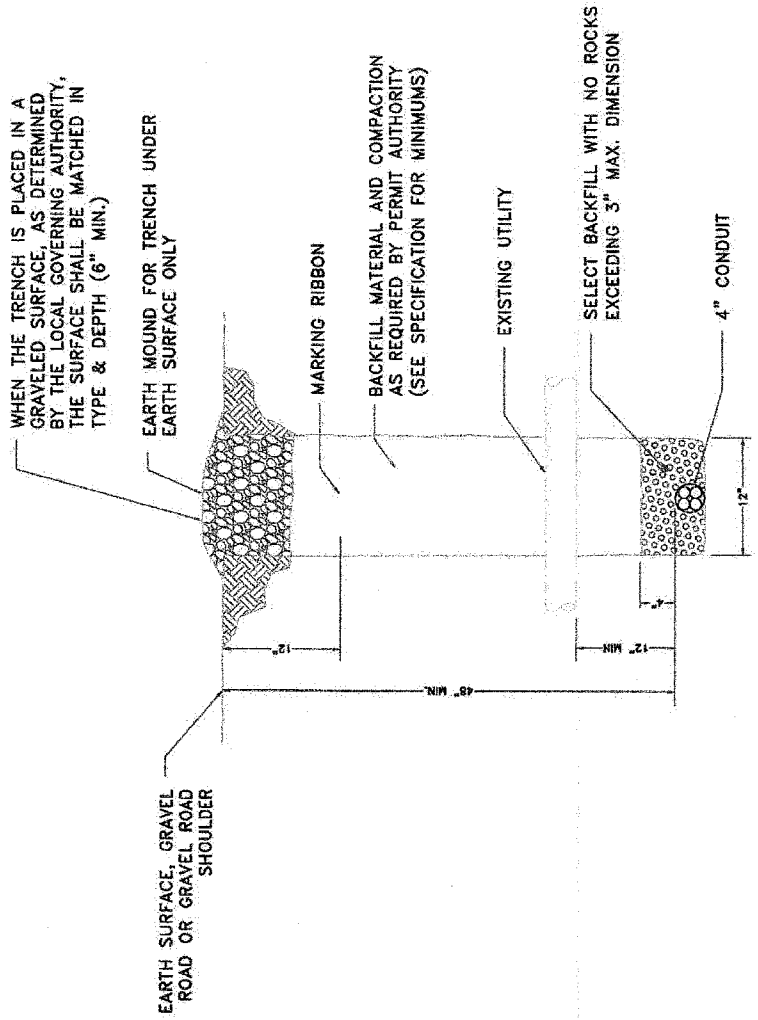
WESTFAIRWAY TOLL EXTENSION
PHASE 1

FORT BEND COUNTY
TEXAS

NOTES



REVISIONS: CONSTRUCTION 9-10-2015	NOTES: at&t BARKSDALE TECHNOLOGIES, INC. PREPARED FOR: STC009 PROJECT NO.: SHEET NO.: DATE:
I HEREBY CERTIFY THAT THE DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS. SIGNATURE: _____ TITLE: _____ EXPLANATION OF THE WORK: THIS IS A TYPICAL CROSS SECTION OF A TRENCH FOR A 4" CONDUIT UNDER EARTH OR GRAVEL. THE TRENCH SHALL BE 12" WIDE AND 12" DEEP. THE TRENCH SHALL BE BACKFILLED WITH SELECT BACKFILL WITH NO ROCKS EXCEEDING 3" MAX. DIMENSION. THE TRENCH SHALL BE COVERED WITH A 4" CONDUIT. THE TRENCH SHALL BE COVERED WITH A 4" CONDUIT. THE TRENCH SHALL BE COVERED WITH A 4" CONDUIT.	
WESTPARK TOLL EXTENSION PHASE 1 FORT BEND COUNTY TEXAS SCALE: N78	
TYPICAL TRENCH	



TYPICAL BURIED CONDUIT UNDER EARTH OR GRAVEL
N.T.S.

REVISIONS

CONSTRUCTION
6-27-2015

NOTE

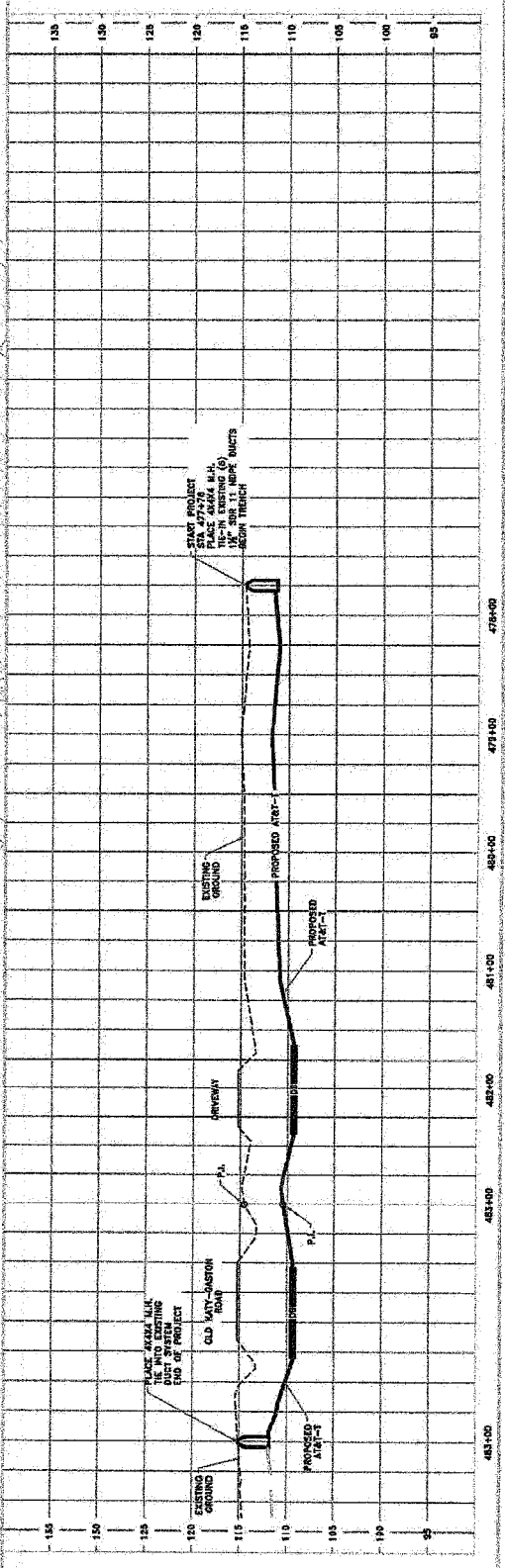
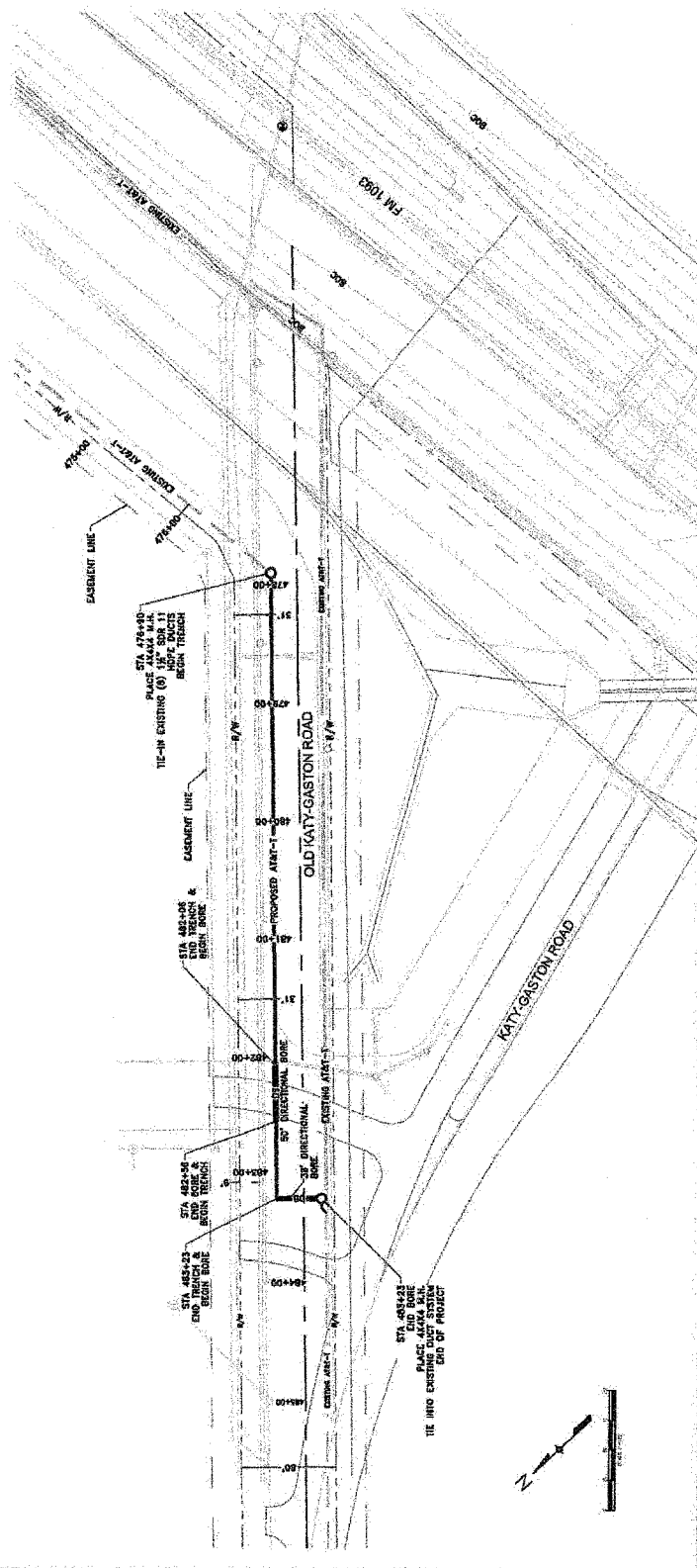


PREPARED BY: [Name]
DATE: [Date]
SCALE: P-110'

BARKSDALE TECHNOLOGIES, INC.
PROPERTY: [Name]
USE: [Name]
OWNER: [Name]
LINE CODE: [Code]
SCALE: P-110'

WESTPARK TOLL EXTENSION
PHASE I
FORT BEND COUNTY
TEXAS

1A



REVISIONS:

CONSTRUCTION
9-10-2015

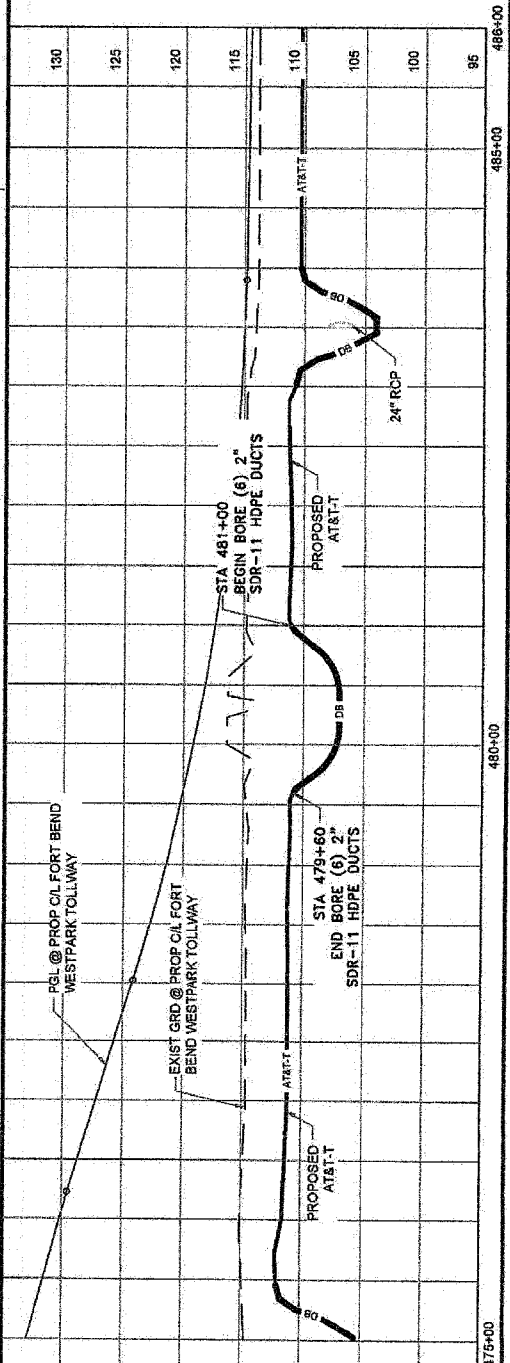
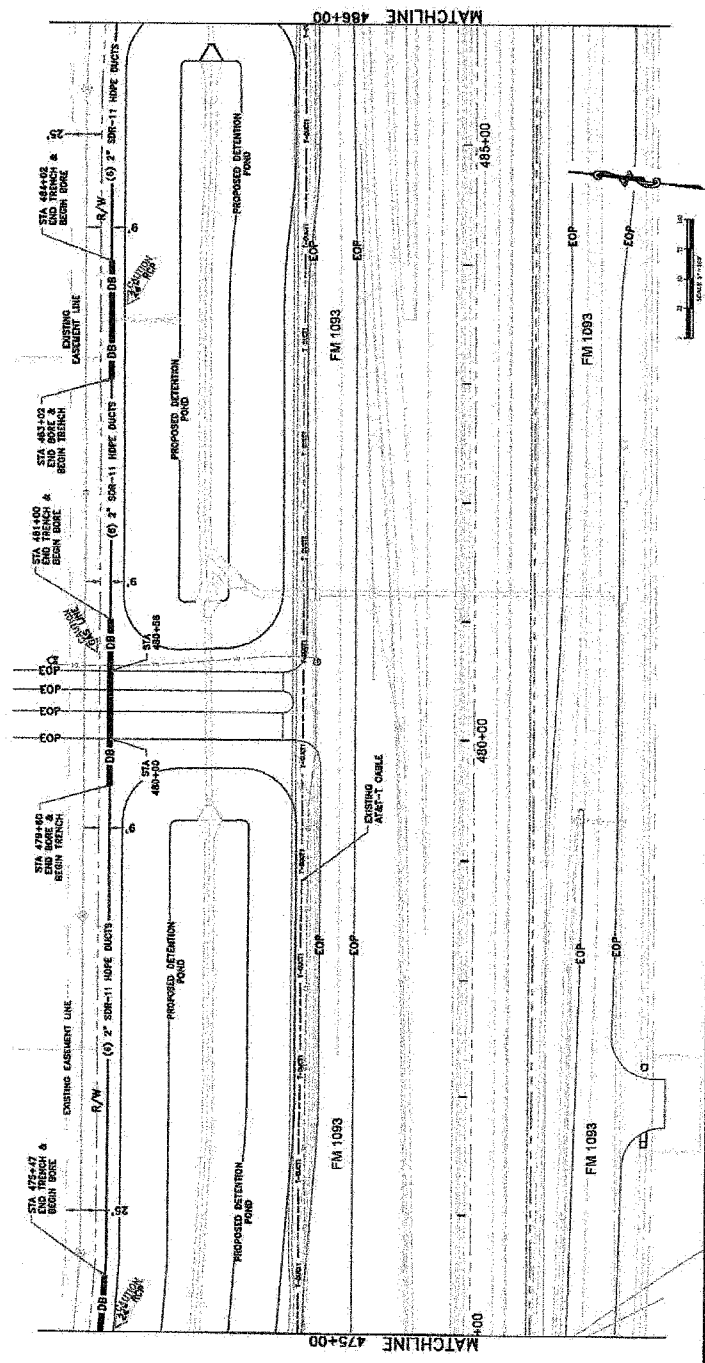
NOTE:



PREPARED FOR: RECORD
 PROJECT NO.:
 DATE: 08/12/15
 SCALE: 1"=100'

BARNSDALE
TECHNOLOGICAL, INC.
 PROJECT NO.:
 PROJECT NUMBER: 57
 OWNER: AT&T
 LINE CODE: SA
 CABLE CELL: NA
 SCALE: 1"=100'

WESTPARK TOLL EXTENSION
 PHASE 1
 FORT BEND COUNTY
 TEXAS



130
 125
 120
 115
 110
 105
 100
 95

475+00 480+00 485+00 486+00

REVISIONS
CONSTRUCTION
9-10-2015

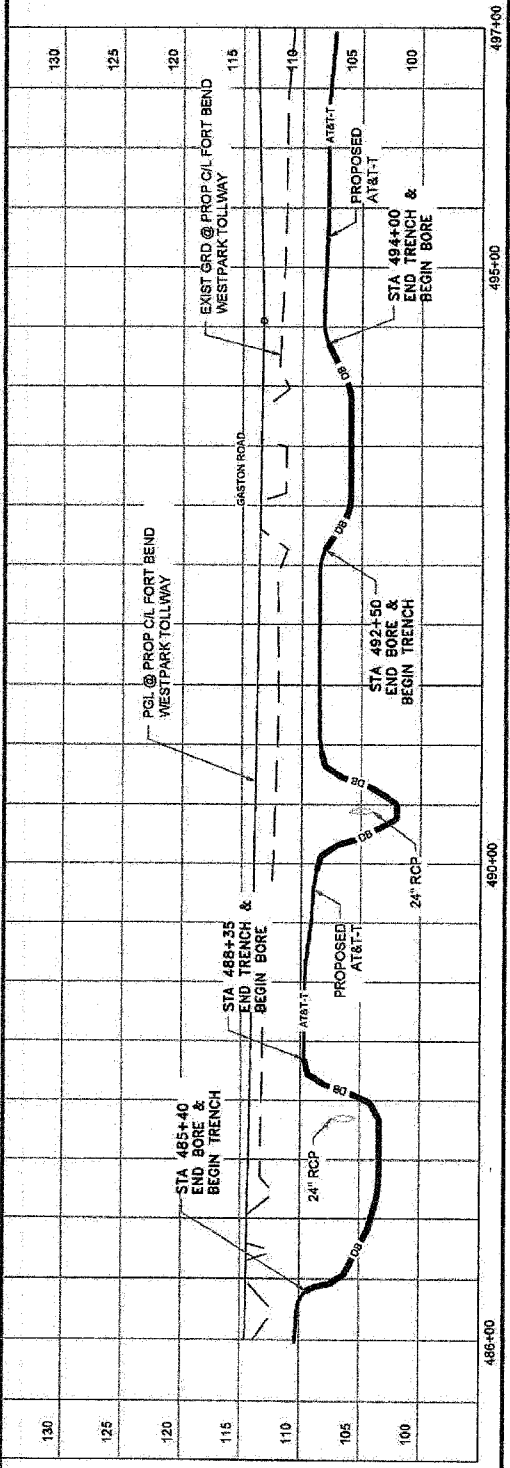
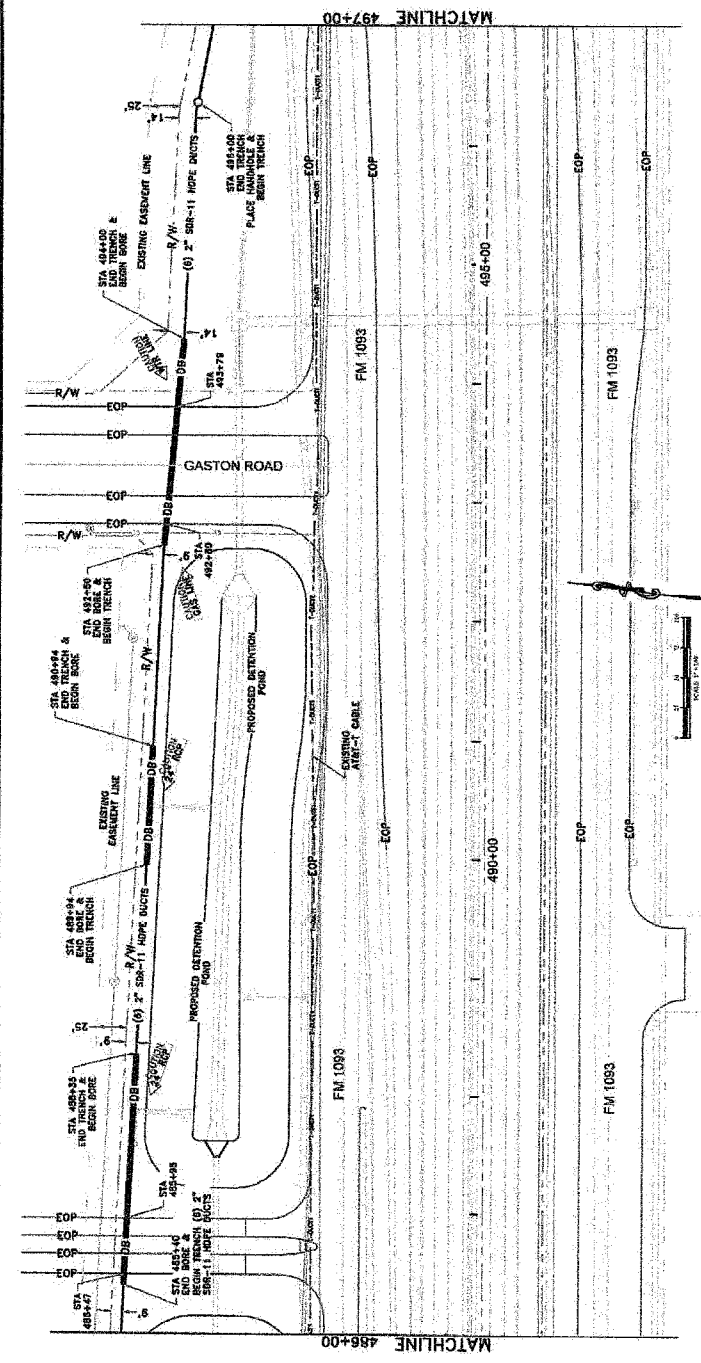
NOTE:



PROPOSED FOR RECORD
AS SHOWN ON THIS PLAN, THE DESIGN AND CONSTRUCTION OF THIS PROJECT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.
DATE: _____
SCALE: 1" = 40'

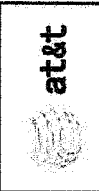
BANKSDALE TECHNOLOGIES, INC.
PROJECT NO.: _____
PROJECT NAME: _____
OWNER: AVETT
ENGINEER: _____
DATE: _____

WESTPARK TOLL EXTENSION
PHASE 1
PORT BEND COUNTY
TEXAS
3



REFERENCE
CONSTRUCTION
 9-10-2015

ROAD



PREPARED FOR RECORD
 APPROVED FOR THE STATE OF TEXAS
 DIRECT SUPERVISION AND THAT IT IS
 THE PROPERTY OF THE STATE OF TEXAS
 DATE: _____
 SCALE: 1"=100'

BARKSDALE
 TECHNICAL SERVICES, INC.
 ONE PERMANENT TOOKWANT INDUSTRIES
 REGISTRATION NO. _____
 EXPIRES 12/31/2015
 OWNERSHIP: AT&T
 LICENSE NO. SA _____
 CONTRACT NO. SA _____
 SCALE: 1"=100'

WESTPARK TOLL EXTENSION
 PHASE I
 FORT BEND COUNTY
 TEXAS

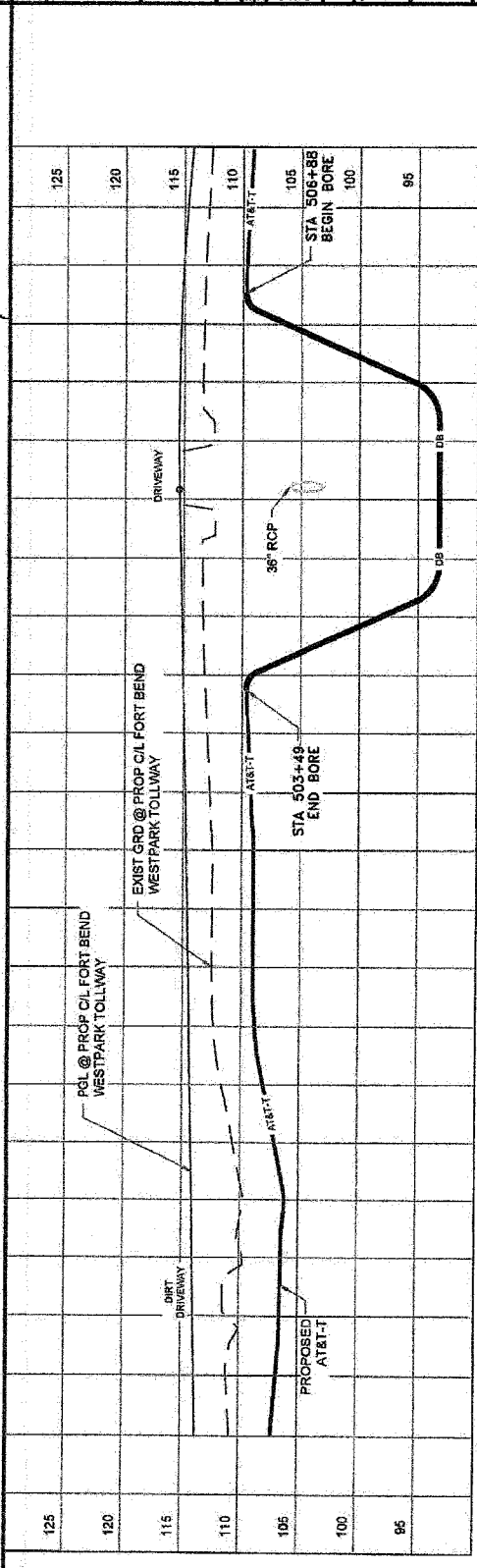
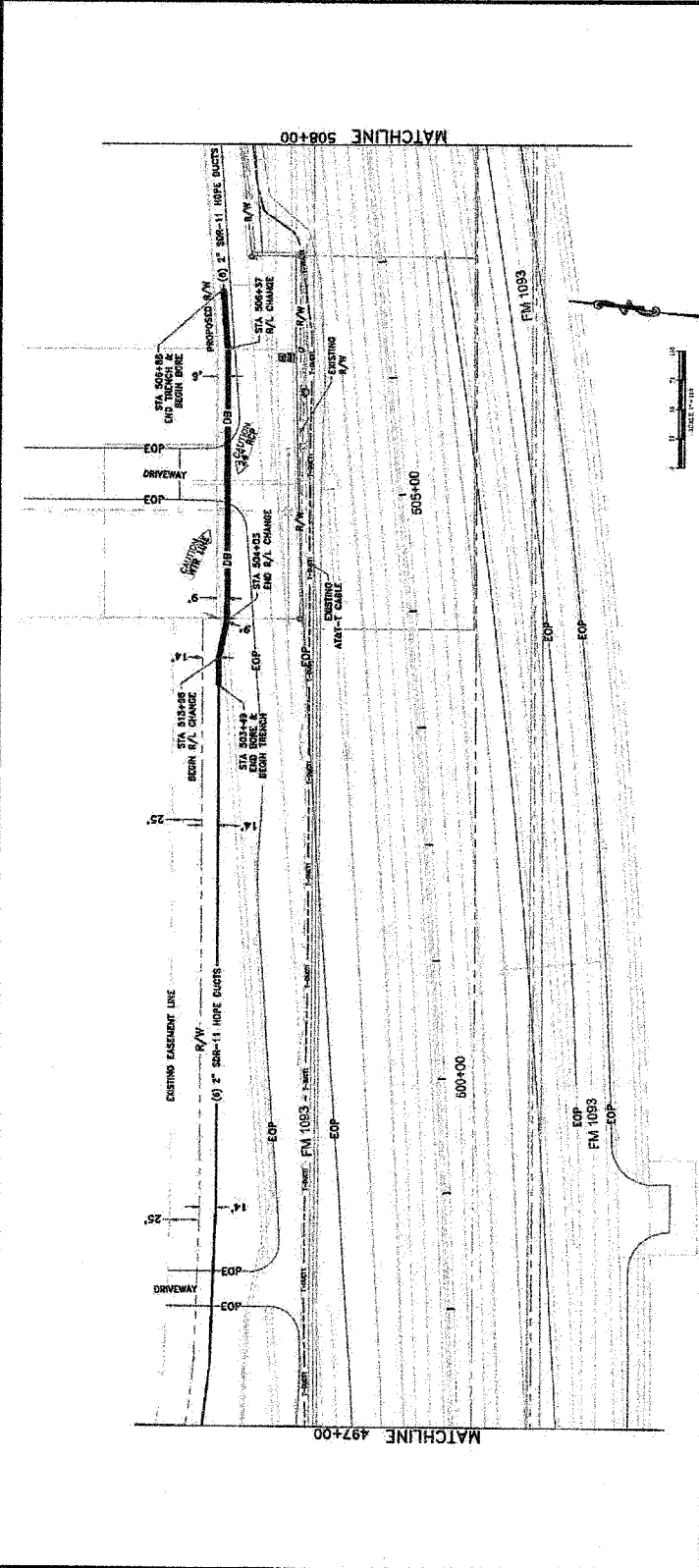


Exhibit B
AT&T Legacy Cost Estimate
(1 Pages)

FM 1093 Westpark Extension – Phase I
AT&T Legacy Construction Cost Estimate
Katy-Gaston Road to Grand Parkway/SH99

Contractors travel time	\$ 7,000.00
Extra depth trenching	\$ 1,600.00
Pipe placement	\$127,940.00
Existing cables removal	\$ 24,000.00
Mkr. Poles	\$ 1,750.00
Pull in fiber cables	\$ 20,000.00
M.H. Placement	\$ 11,875.00
H.H. Placement	\$ 2,625.00
Engineering & Inspection	\$ 39,359.00

Total Construction Cost: \$236,154.00

Barksdale Technologies, Inc.
Terry Hopper
9/11/15

Exhibit C
AT&T Legacy Schedule
(1 Pages)

Start Date – November 1, 2015

Completion Date – January 8, 2016 (includes extra time to allow for weather delays)