

STANDARD UTILITY AGREEMENT

U-0016: Phonoscope Enterprises Group LLC
 County: Fort Bend
 Highway: FM 1093 Westpark Extension

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and Phonoscope Enterprises Group LLC, ("**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 01, 2016
Completion Date:	August 01, 2016

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

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.

 4/29/16
 Date
 Fort Bend County

 4/24/2016
 Initial Date
 Phonoscope

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.

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 (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "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.


Date 4/29/16
Fort Bend County

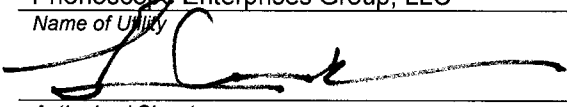

Initial Date 4/26/2016
Phonoscope

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.

UTILITY

Utility: Phonoscope Enterprises Group, LLC
Name of Utility

By: 
Authorized Signature

Lee Cook
Print or Type Name

Title: President

Date: 04/26/2016

EXECUTION RECOMMENDED:

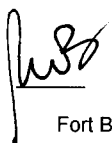
COUNTY


By: 
Authorized Signature

Robert E. Hebert
Print or Type Name

Title: County Judge

Date: May 19, 2016

 4/29/16
Date
Fort Bend County

 4/26/2016
Initial Date
Phonoscope



Attachment “A”

Plans and Specifications

Phonoscope Enterprises Group, LLC

County Utility Agreement Number: U-0016

Federal Project No.: 1258-03-042

ROW CSJ: N/A

County: Fort Bend

Highway: FM 1093

Limits: From FM 1463 to Canal Street

Subject: *Phonoscope Fiber Relocation Along FM 1093*



Exhibit A

Phonoscope Enterprises Group FM 1093 from FM 1463 to Canal Street

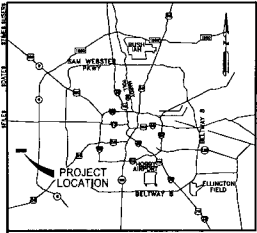
Scope of Work:

At existing splice case EN 3952 on the north ROW of FM 1093 west of FM 1463 start overlashing 156CT fiber optic cable to existing Messenger cable proceed to the northeast corner of FM 1093 and FM 1463 and place a Class 3 Telecommunications pole with downguys and anchors. Continue to overlash on existing strand and cable going north along the east ROW of FM 1463 for approximately 1,600' to new CenterPoint Energy new pole route. Continue overlashing on existing Messenger cable to the east on CNP pole route for approximately 2,750' then turn south and proceed back to north ROW of FM 1093. Continue on north ROW of FM 1093 to existing splice case EN 3114 west of Spring Green Blvd. From splice case EN 3114 go east to Spring Green Blvd. and place a handhole then bore under FM 1093 and install a 4" steel casing with 3 – 1-1/4" innerducts to the south ROW and place another handhole. Riser up on existing pole and continue south approximately 750' along the west ROW of FM 723 and place proposed splice case EN 3115.

Splice fiber on each end to existing Phonoscope fiber optic cables to cut over customers.

At existing splice case EN 1779 on the northwest corner of SH 99 and FM 1093 begin overlashing to existing Messenger cable heading west toward Canal Street. At Sta. 514+78, 132' LT install a handhole then bore under FM 1093 and place 3 – 1-1/4" encase in a 4" steel casing to the Sta. 514+66, 185' RT on south ROW then install a handhole. Continue west to Sta. 513+91, 177' RT and place another handhole. Proceed overlashing fiber south along the east ROW of Canal Street for approximately 2,200' to existing splice case EN 3792.

Splice fiber on each end to existing Phonoscope fiber optic cable to cut over customers.




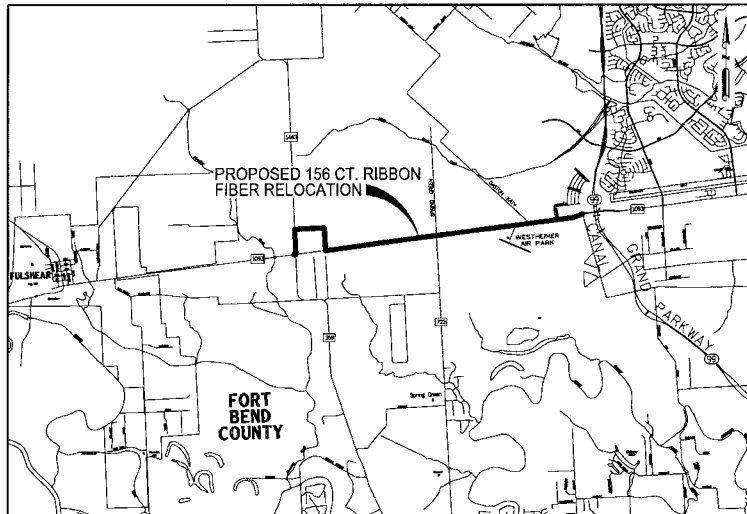
LOCATION MAP

Not To Scale
KEY MAP No. 524 F, G, H, & 525 E

TEXAS DEPARTMENT OF TRANSPORTATION

1. FIBER CONSTRUCTION CONTRACTOR SHALL RESTORE RIGHT-OF-WAY TO ORIGINAL OR BETTER CONDITION WITHIN 10 DAYS AFTER WORK IS COMPLETED.
2. ORIGINAL BACKFILL COMPACTED IN LIFTS TO COMPARABLE DENSITY.
3. MAINTAIN EXISTING DITCHES AND CULVERTS FOR UNOBSTRUCTED DRAINAGE AT ALL TIMES.
4. CONTRACTOR SHALL CONTACT TxDOT 48 HOURS PRIOR TO BEGINNING WORK TO OBTAIN AN APPROVED TRAFFIC CONTROL PLAN.
5. NO DIRT MESSAGE TO ROADWAY.
6. ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND THE EXCAVATION FINISHED FLUSH WITH SURROUNDING NATURAL GROUND.
7. NO BORE PITS TO BE LEFT UNPROTECTED.
8. AREA DISTURBED BY WORK SHALL BE RE-SEEDDED.
9. FIBER CONTRACTOR SHALL CONTRACT TxDOT WHEN JOB STARTS AND IS COMPLETED.


PHONOSCOPE ENTERPRISES GROUP LLC
PROPOSED 156 CT. RIBBON FIBER RELOCATION FROM F.M. 1463 TO CANAL ST. ALONG F.M. 1093 (PHASE 1)



VICINITY MAP

Not To Scale
KEY MAP No. 524 F, G, H, AND 525 E
ZIP CODES: 77494



INDEX TO DRAWINGS



SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES
3-6	AERIAL LAYOUTS
7-8	PLAN AND PROFILE
9	HANDHOLE DETAILS
10	CONSTRUCTION DETAILS
11	STREET CUT DETAILS
12	SWP



ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!
911

ACCORDING TO MAP NO. 482010015 L OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR HARRIS COUNTY AND INCORPORATED AREAS, DATED JUNE 16, 2007, THE SUBJECT TRACT IS SITUATED WITHIN ZONE X.

REV.	DATE	DESCRIPTION	BY	APP.

 Binkley & Barfield, Inc. Consulting Engineers Texas Registration Number F-282 10000 Katy Freeway, Suite 1000 Houston, Texas 77054	
PHONOSCOPE FIBER RELOCATION TITLE SHEET FM 1463 TO CANAL STREET ALONG FM 1093	
DRAWN BY: M. GONZALES DATE: 07/25/2015 CHECKED: D. BERRY FORREAR: T. L. N. AM APPROVED: M. GONZALES	SCALE: N/A SHEET: 1 OF 12

GENERAL NOTES - INSIDE CITY LIMITS:

- CONSTRUCT WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE AND STREET PAVING IN ACCORDANCE WITH THE LATEST EDITION OF THE PUBLICATION STANDARD CONSTRUCTION SPECIFICATIONS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING, AND STANDARD CONSTRUCTION DETAILS FOR WASTE WATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING PUBLISHED BY FORT BEND COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGINEERING.
- UTILITIES PRESENTED ON THESE DRAWINGS ARE SHOWN BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL NOTIFY TEXAS ONE CALL AT 713-223-4567/811 OR 800-344-8377 AND LONG STAR NOTIFICATION CENTER AT 800-868-8344 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION. UTILITIES MARKED WITH THE PUBLIC RIGHT OF WAY OR IN EASEMENTS SHALL COMPLY WITH TAC TITLE 16, PART 1 CHAPTER 18, RULE 18.6 AND THE AMERICAN PUBLIC WORKS ADMINISTRATION (APWA) UNIFORM COLOR CODE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING WATER, WASTEWATER, STORM WATER LINES AND TRAFFIC CONTROL DEVICES. DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH FORT BEND COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGINEERING STANDARD CONSTRUCTION SPECIFICATIONS FOR WASTEWATER COLLECTION SYSTEM, WATER LINES, STORM DRAINAGE AND STREET PAVING AND STANDARD CONSTRUCTION DETAILS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE, AND STREET PAVING, REFERENCED ABOVE, AT NO ADDITIONAL COST.
- CONTRACTOR SHALL NOTIFY THE OFFICE OF THE CITY ENGINEER, DEPARTMENT OF PUBLIC WORKS AND ENGINEERING # 832-JM-9038 OR VIA FAX AT 832-325-4224 FOR INSPECTION AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DESTROYED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.
- CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES AROUND THE AREA OF EXCAVATION.
- CONTRACTOR SHALL COMPLY WITH LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.
- CONTRACTOR SHALL MAINTAIN A SET OF REDLINE DRAWINGS AND RECORD AS-BUILT CONDITIONS DURING CONSTRUCTION. THESE REDLINE MARKED UP DRAWINGS WILL BE SUBMITTED TO THE DESIGN CONSULTANT WHO WILL MAKE THE CHANGES ON THE ORIGINAL DRAWINGS. LABEL EACH SHEET IN THE SET AS "RECORD DRAWINGS", AND RETURN IT TO THE OFFICE OF THE CITY ENGINEER.

NOTES:

- ALL INFORMATION CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREIN. THE CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND PIPELINES, CONDUITS AND STRUCTURES BY CONTACTING OWNERS OF UNDERGROUND UTILITIES OR BY EXCAVATING IN ADVANCE OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES WHEN AND WHERE THEY FALL IN THE PATH OF CONSTRUCTION.
- THE CONTRACTOR IS ALSO RESPONSIBLE FOR CONTACTING THE UTILITY COORDINATING COMMITTEE # 713-223-4567 AND TEXAS ONE CALL # 1-800-249-4545, FORTY-EIGHT (48) HOURS PRIOR TO ANY CONSTRUCTION.
- THE LOCATION OF AT&T UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.
- ALL PROPOSED FACILITIES SHALL MAINTAIN 12" CLEAR FROM ALL EXISTING UTILITIES.

CAUTION: UNDERGROUND GAS FACILITIES

- LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY INTRASTATE PIPELINE, LLC WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN OUR SONARING ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (713) 223-4567 OR 1-800-668-8344 OR 811 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.
- WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (713) 967-8037 OR (713) 943-9037 (7:00 A.M. TO 4:30 P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
 - WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
 - WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
 - FOR EMERGENCIES REGARDING GAS LINES CALL (713)659-3552 OR (713)207-4200.
 - THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

WARNING: OVERHEAD ELECTRICAL FACILITIES

- OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVER HEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW TITLE 192, CHAPTER 15, SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES SPECIFICALLY:
- ANY ACTIVITY WHERE PERSON OR THING MAY COME WITHIN SIX(6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
 - OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.
- PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL (713) 207-2222.
- ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY IS GIVEN IF YOU NEED TO USE CENTERPOINT PROPERTY. PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-6248 OR (713) 207-6789.

AT&T TEXAS/SWBT CONSTRUCTION NOTES:

- THE LOCATIONS OF AT&T TEXAS/SWBT FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CALL 1-800-344-8377 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.
- WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF AT&T TEXAS/SWBT FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES. WHEN BURIED, THE CONTRACTOR SHALL EXPOSE THE AT&T TEXAS/SWBT FACILITIES.
- WHEN AT&T TEXAS/SWBT FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES THE CONTRACTOR SHALL BRACE THE POLE FOR SUPPORT.
- THE PRESENCE OR ABSENCE OF AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES OR BURIED CABLE FACILITIES SHOWN ON THESE PLANS DOES NOT MEAN THAT THERE ARE NO DIRECT BURIED CABLES OR OTHER CABLES IN CONDUIT IN THE AREA.
- PLEASE CONTACT THE AT&T TEXAS DAMAGE PREVENTION MANAGER MR. ROOSEVELT LEE, JR. AT (713)567-4592 OR E-MAIL HM AT 713558491.COM IF THERE ARE QUESTIONS ABOUT BURIED OR EXCAVATING NEAR OUR AT&T TEXAS/SWBT FACILITIES.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND STORM WATER QUALITY MANAGEMENT PLAN (SWQMP) COMPLIANCE NOTES:

- A. < 1.0 ACRE**
- IF AREA IS DISTURBED, (CLEARING AND GRUBBING AND/OR EXCAVATION INVOLVED)
 - PROVIDE BMP'S TO PREVENT ANY RUNOFF INTO THE CITY MS4
 - PROVIDE SWPPP NOTES FOR CONSTRUCTION PLANS
 - ANY CONSTRUCTION SITE RUNOFF INTO THE CITY'S MS4 IS A VIOLATION OF THE CITY STORM WATER ORDINANCE
- B. > 1.0 < 5.0 ACRES**
- CONSIDERED SMALL CONSTRUCTION ACTIVITIES
 - SUBMIT A CONSTRUCTION SITE NOTICE (CSN) TO THE CITY AND TCEQ.
 - REQUIRED TO DEVELOP A SWPPP
 - NOT REQUIRED TO SUBMIT A NOI OR NOTICE OF TERMINATION (NOT).
 - ANY SUPPORTING CONCRETE OR ASPHALT PLANT IS SEPARATELY AUTHORIZED TO DISCHARGE UNDER AN INDIVIDUAL TPDES PERMIT.
- C. < 5.0 ACRES AND PART OF THE LARGER COMMON PLAN OF DEVELOPMENT THAT WILL EQUALLY DISTURB AREA THAT IS EQUAL TO OR GREATER (>=) 5.0 ACRES**
- CONSIDERED LARGE CONSTRUCTION ACTIVITIES
 - CONTRACTOR IS REQUIRED TO SUBMIT A NOI TO FORT BEND COUNTY AND TCEQ
 - SUBMIT A SWPPP FOR DESIGNED STRUCTURAL AND NON-STRUCTURAL CONTROL FEATURES
 - DEVELOP A SWPPP TO BE RETAINED ON SITE DURING CONSTRUCTION OF PROJECTS FROM BEGINNING TO END
 - SUBMIT A NOI WITHIN 30 DAYS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE. ALL SILT FENCES OR TEMPORARY EROSION CONTROL FEATURES MUST BE REMOVED OR SCHEDULED FOR REMOVAL AS DEFINED UNDER THE SWPPP.

D. > 5.0 ACRES (SAME AS ABOVE) SWPPP CONSTRUCTION NOTES



- CONTRACTOR SHALL IMPLEMENT INLET PROTECTION DEVICES AND REINFORCED FILTER FABRIC BARRIER ALONG ROAD AND SIDE DITCHES AT LOCATIONS SHOWN ON THE TYPICAL SWPPP TO KEEP SILT AND/OR EXCAVATED MATERIALS FROM ENTERING INTO THE STORM WATER INLETS AND DITCHES EVENTUALLY POLLUTING THE RECEIVING STORM.
- DURING THE EXCAVATION PHASE OF THE PROJECT, CONTRACTOR SHALL SCHEDULE THE WORK IN SHORT SEGMENTS SO THAT EXCAVATED MATERIAL CAN BE QUICKLY HAULED AWAY FROM THE SITE AND TO PREVENT IT FROM STAYING UNCOLLECTED ON THE EXISTING PAVEMENT. ANY LOOSE EXCAVATED MATERIAL WHICH FALLS ON PAVEMENTS OR DRIVEWAYS SHALL BE SWEPT BACK INTO THE EXCAVATED AREA.
- CONTRACTOR SHALL CLEAN UP THE EXISTING STREET INTERSECTIONS AND DRIVEWAYS DAILY, AS NECESSARY, TO REMOVE ANY EXCESS MUD, SILT OR ROCK TRACKED FROM THE EXCAVATED AREA.
- CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES DURING THE CONSTRUCTION OF THE PROJECT, ALWAYS CLEANING UP DIRT AND LOOSE MATERIAL AS CONSTRUCTION PROGRESSES.
- CONTRACTOR TO INSPECT AND MAINTAIN THE AREAS LISTED BELOW AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER.
 - DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FULLY STABILIZED
 - AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
 - STRUCTURAL CONTROL MEASURES.
 - LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
- CONTRACTOR TO BE RESPONSIBLE TO MAINTAIN EXISTING DITCHES AND/OR CULVERTS FOR UNOBSTRUCTED DRAINAGE AT ALL TIMES. WHERE SODDING IS DISTURBED BY EXCAVATION OR BACKFILLING OPERATIONS, SUCH AREAS SHALL BE REPLACED BY SEEDING OR SODDING SLOPES 4:1 OR STEEPER SHALL BE REPLACED BY BLOCK SODDING.

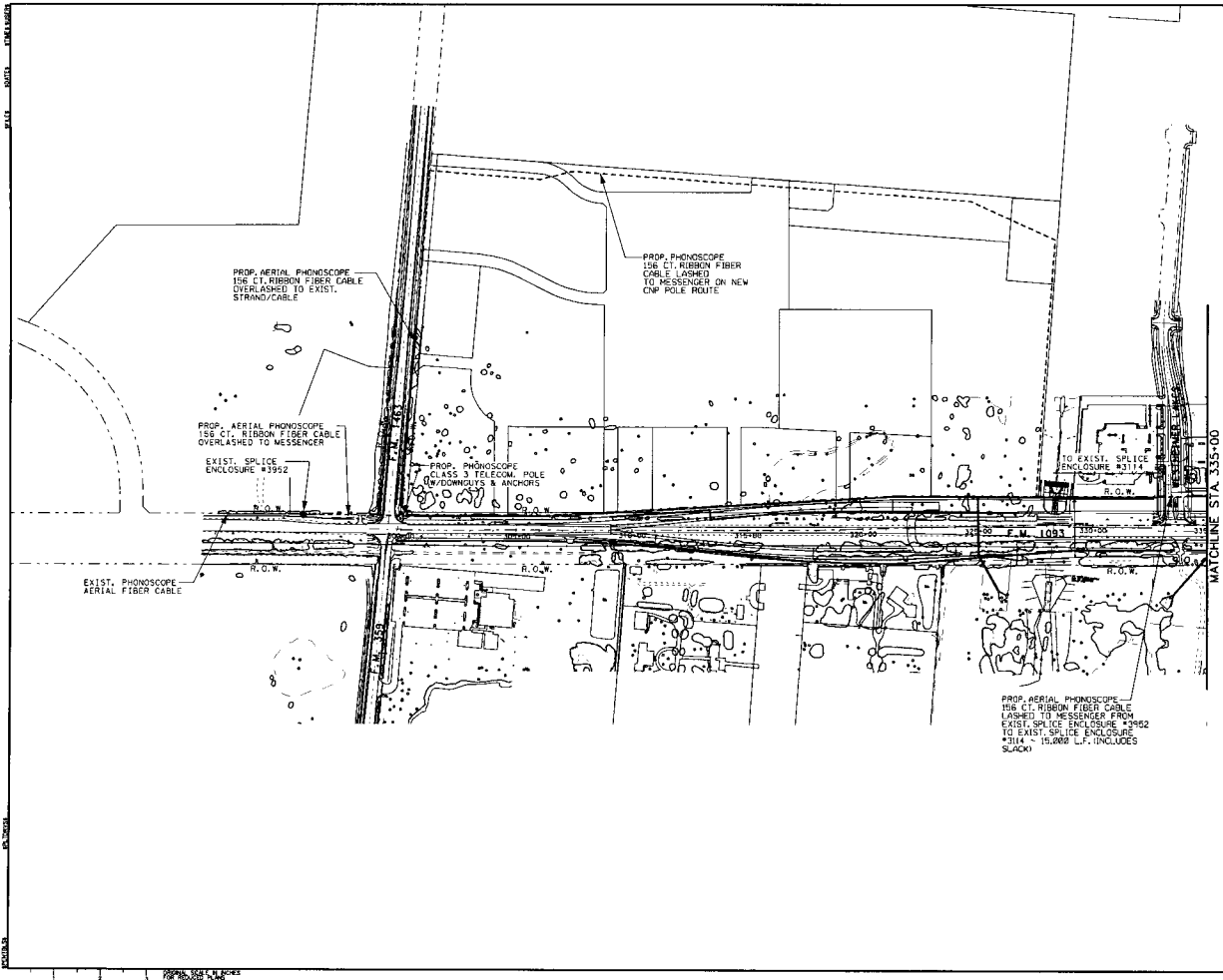
NOTE FOR DIRECTIONAL BORE

THE CONTRACTOR SHALL REMOVE EXCESS BORE MATERIAL AFTER CUTTING PIPE AND BEGINNING TRENCH SECTION. ANY DEVIATION FROM ALIGNMENT AND DEPTH OF DIRECTIONAL BORE AS SHOWN ON THE PLANS SHALL REQUIRE APPROVAL FROM THE ENGINEER PRIOR TO CONSTRUCTION. FOLLOWING APPROVAL AND COMPLETION OF BORE, THE CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION FOR ANY VARIATION OF ALIGNMENT AND DEPTH OF BORE PATH.

NOTE:
IN CASE OF ANY CONFLICT BETWEEN THE INDIVIDUAL ITEM REQUIREMENTS OF CITY DRAWINGS # 83272610 & 02424318, THE MORE STRINGENT REQUIREMENTS FOR EACH PARTICULAR ITEM WILL PREVAIL.

**ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
811**

REV. NO.	DATE	DESCRIPTION	BY	APP.
			04/23/19	
PHONSCOPE ENTERPRISES GROUP LLC				
PHONSCOPE FIBER RELOCATION CONSTRUCTION NOTES FM 1463 TO CANAL STREET ALONG FM 1093				
DRAWN BY:	M. GONZALES	SCALE:		
DATE:	01/15/2015			
CHECKED BY:	D. BROWN			
PROJECT:	T. L. RAM			
APPROVED BY:	M. GONZALES	DATE:	04/23/19	SHEET NO. 2 OF 12



- BASELINE INFORMATION**
 BASELINE COINCIDE WITH THE CENTERLINE OF PROPOSED FIBER CONDUITS
- CONTROL BENCHMARK**
1. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204 NORTH AMERICAN DATUM OF 1983 (NAD 83).
 2. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83) (2001 ADJ.) EXISTING MCG25 AND MCG32 WERE USED FOR HORIZONTAL AND VERTICAL CONTROL. AS PREVIOUSLY ESTABLISHED BY OTHERS AND PROVIDED TO THIS SURVEYING BY METRO.
 3. SURFACE COORDINATES WERE CONVERTED TO GRID BY MULTIPLYING BY A SCALE FACTOR OF 0.99987010RD COORDINATE SURFACE COORDINATE = 0.99987010RD
 4. ALL INFORMATION CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERE TO. THE CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND PIPELINES, CONDUITS AND STRUCTURES BY CONTACTING OWNERS OF UNDERGROUND UTILITIES OR BY EXCAVATING IN ADVANCE OF CONSTRUCTION.
 5. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES WHEN AND WHERE THEY FALL IN THE PATH OF CONSTRUCTION.
 6. THE CONTRACTOR IS ALSO RESPONSIBLE FOR CONTACTING THE UTILITY COORDINATING COMMITTEE # 713-223-4587 AND TEXAS ONE CALL # 800-245-4545, FORTY EIGHT HOURS PRIOR TO ANY CONSTRUCTION.
 7. ALL PROPOSED FACILITIES SHALL MAINTAIN A CLEAR FROM ALL CITY OF HOUSTON UTILITIES.

REV.	DATE	DESCRIPTION	BY	APP.

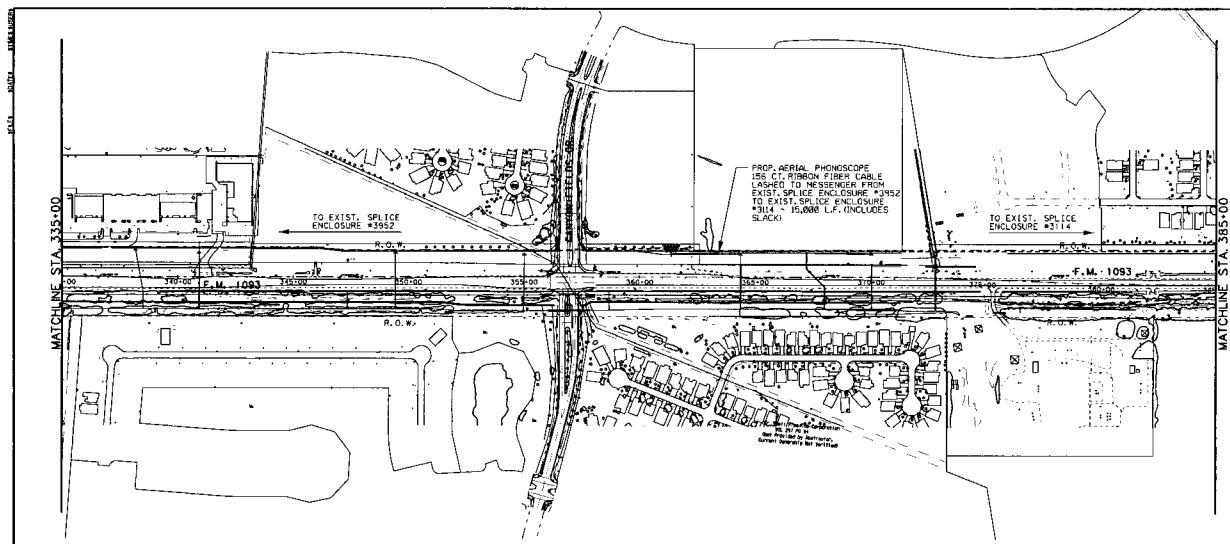
Binkley & Barfield, Inc.
 consulting engineers
 10000 Katy Road, Suite 700
 Houston, TX 77055

PHONOSCOPE ENTERPRISES GROUP LLC


PHONOSCOPE FIBER RELOCATION
 AERIAL LAYOUT
 FM 1463 TO CANAL STREET
 ALONG FM 1093
 STA. 300+00 TO STA. 335+00

DESIGNED BY: M. GONZALES	SCALE:
DATE: 07/27/2015	1"=200' (H. & V.)
DRAWN BY: D. BROWN	1"=400' (W. & L.)
CHECKED BY: T. LAMAR	
PROJECT NO.: 15-000	SHEET NO.: 1 OF 12


FOR REDUCED PLANS



REV.	DATE	DESCRIPTION	BY	APP.



Binkley & Barfield, Inc.
CONSULTING ENGINEERS
Texas Professional Engineer F-32
1901 W. 19th St., Suite 100
Irving, TX 75039



TRISEP ALLRED
97342
YOUNG & RUBICAM

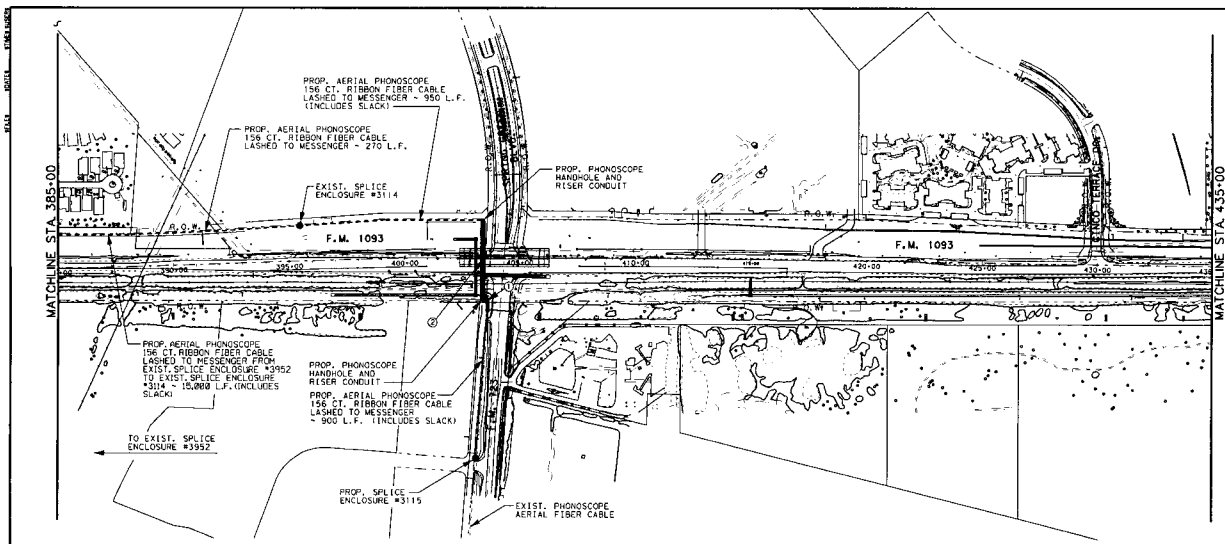


PHONOSCOPE ENTERPRISES GROUP LLC

**PHONOSCOPE FIBER RELOCATION
AERIAL LAYOUT
FM 1463 TO CANAL STREET
ALONG FM 1093
STA. 335+00 TO STA. 385+00**

DESIGNED BY: M. GONZALES	CHECKED BY: [Signature]
DATE: 01/05/2015	PROJECT: F-40000-00013
DRAWN BY: D. BROWN	SCALE: AS SHOWN
CORRECTED BY: T. LAKAW	DATE: 01/05/2015
APPROVED BY: M. ESPINOSA	SHEET: 4 OF 12

FOR REDUCED SCALE



- ① OPEN CUT AND INSTALL 1-4" H.D.P.E. CONDUIT W/ 3-1 1/4" H.D.P.E. INNERDUCTS AND PLACE PHONOSCOPE 156 CT. RIBBON FIBER CABLE - 30 L.F.
- ② DIRECTIONAL BORE 1-4" H.D.P.E. CONDUIT W/ 3-1 1/4" H.D.P.E. INNERDUCTS AND PLACE PHONOSCOPE 156 CT. RIBBON FIBER CABLE - 350 L.F.

REV.	DATE	DESCRIPTION	BY	APP.



Bartfield, Inc.
CONSULTING ENGINEERS
Texas Registration Number 1382

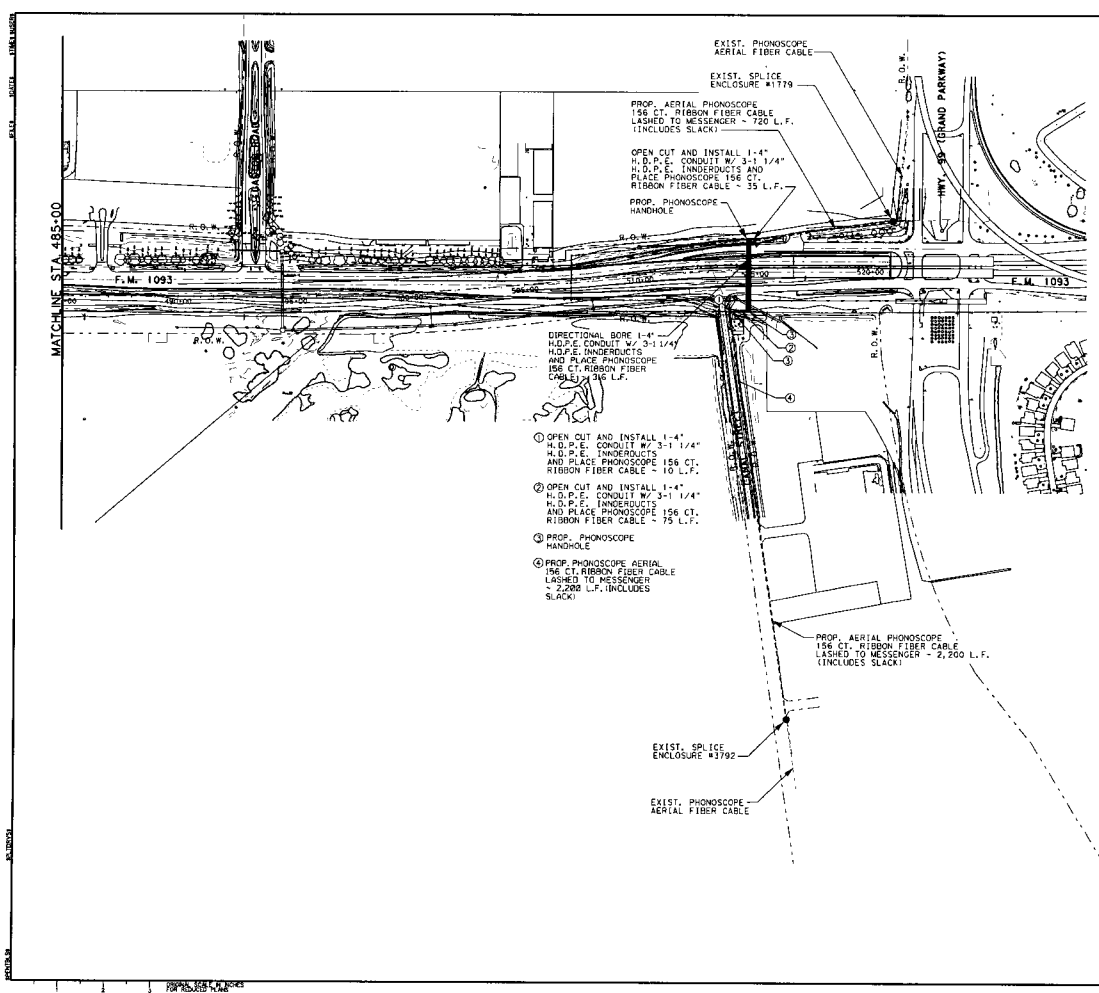


STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
NO. 97342
JAMES W. BARTFIELD

PHONOSCOPE ENTERPRISES GROUP LLC

PHONOSCOPE FIBER RELOCATION AERIAL LAYOUT
FM 1463 TO CANAL STREET
ALONG FM 1093
STA. 385+00 TO STA. 435+00

DRAWN BY: M. GONZALES	SCALE:
DATE: 07/15/2015	1"=200' (H) 1/8"=1"
CHECKED: G. BROWN	1"=100' (V) 1/4"=1"
DESIGNED: T. LAMM	
APPROVED: M. SPRUELL	SHEET: 8 OF 12



REV. NO.	DATE	DESCRIPTION	BY	APP.

Binkley & Barfield, Inc.
consulting engineers
Texas Registration Number F-287
P.O. Box 1028 • P.O. Box 1028
Yousville, TX 75454

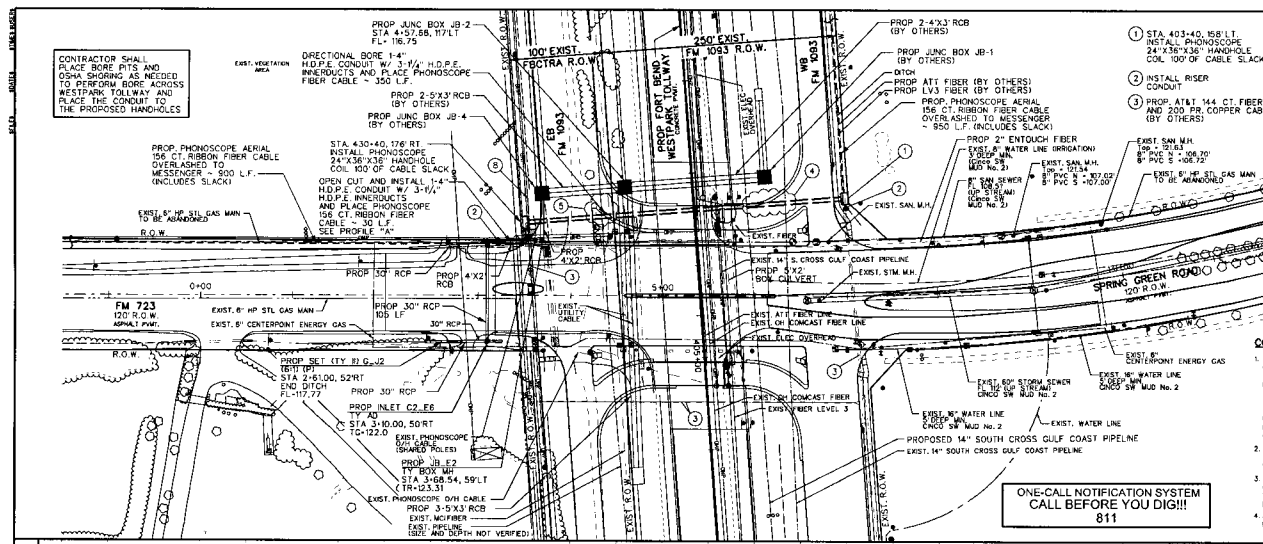
PHONOSCOPE ENTERPRISES GROUP LLC

PHONOSCOPE FIBER RELOCATION
AERIAL LAYOUT
FM 1463 TO CANAL STREET
ALONG FM 1093
STA. 485+00 TO STA. 520+00

DESIGNED BY: M. CONZALE	SCALE:
DATE: 07/15/2015	1"=200' (H) 1/8"=1' (V)
PROJECT: CLARKSON	1"=400' (H) 0"=1' (V)
APPROVED: T. LAMAR	
DATE: 07/15/2015	

SHEET: 6 OF 12

CONTRACTOR SHALL PLACE BORE PITS AND OSHA SHORING AS NEEDED TO PERFORM BORE ACROSS WESTPARK TOLLWAY AND PLACE THE CONDUIT TO THE PROPOSED HANDHOLES

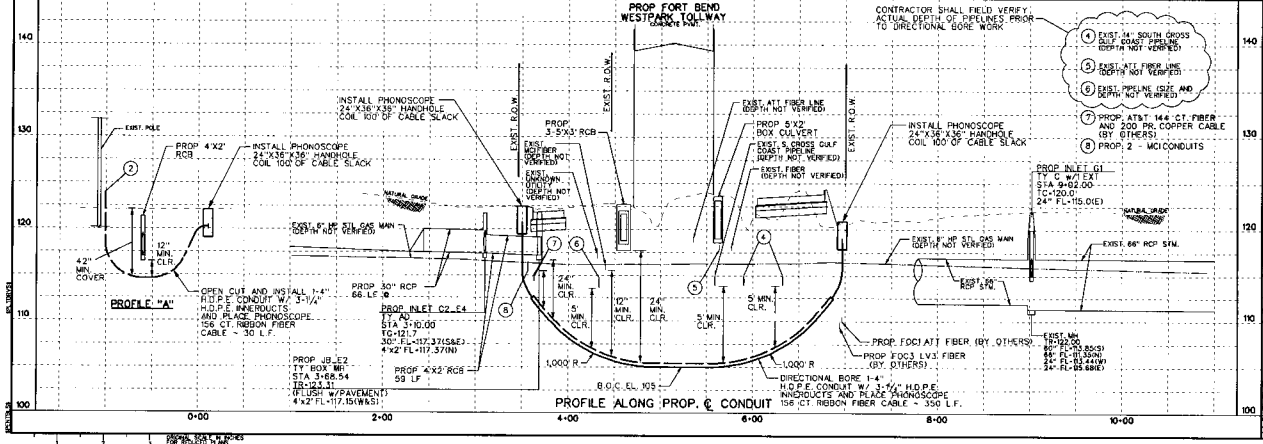


- 1 STA. 403+40, 158' LT. INSTALL PHONOSCOPE 24"x36"x36" HANDHOLE COL. 100' OF CABLE SLACK
- 2 INSTALL RISER CONDUIT
- 3 PROP. AT&T 144 CT. FIBER AND 200 PR. COPPER CABLE (BY OTHERS)

CONSTRUCTION NOTES

1. ALL INFORMATION CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREIN. THE CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND PIPELINES, CONDUITS AND STRUCTURES BY CONTACTING OWNERS OF UNDERGROUND UTILITIES OR BY EXCAVATING IN ADVANCE OF CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES WHEN AND WHERE THEY FALL IN THE PATH OF CONSTRUCTION.
3. THE CONTRACTOR IS ALSO RESPONSIBLE FOR CONTACTING THE UTILITY COORDINATING COMMITTEE 8713-23-4567 AND TEXAS ONE CALL 811-800-245-4545. FORTY-EIGHT (48) HOURS PRIOR TO ANY CONSTRUCTION.
4. ALL PROPOSED FACILITIES SHALL MAINTAIN 12" CLEAR FROM ALL UTILITIES.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
811



CONTRACTOR SHALL FIELD VERIFY ACTUAL DEPTH OF PIPELINES PRIOR TO DIRECTIONAL BORE WORK

- 1 EXIST. 24" SOUTH CROSS GULF COAST PIPELINE (DEPTH NOT VERIFIED)
- 2 EXIST. AT&T FIBER LINE (DEPTH NOT VERIFIED)
- 3 EXIST. 14" SOUTH CROSS GULF COAST PIPELINE (DEPTH NOT VERIFIED)
- 4 PROP. AT&T 144 CT. FIBER AND 200 PR. COPPER CABLE (BY OTHERS)
- 5 PROP. 2 - 4" CONDUITS

SCALE: 1"=100'-H
1"=40'-V

REV.	DATE	DESCRIPTION	BY	APP.

Binkley & Barfield, Inc.
CONSULTING ENGINEERS
1000 WESTPARK TOLLWAY, SUITE 100
DALLAS, TEXAS 75241

PHONOSCOPE ENTERPRISES GROUP LLC

PHONOSCOPE FIBER RELOCATION
PLAN & PROFILE
FM 1463 TO CANAL STREET
ALONG FM 1093

DRAWN BY: M. GONZALES SCALE:
DATE: 07/15/2016 PROJECT: 16-029N (0813)
DESIGNED BY: D. BRUNNEN PROJECT: 16-029N (0817)
FORSEER: T. L. RYAN

SHEET: 1 OF 12



Attachment "B"

Utility Construction Cost Estimate

Phonoscope Enterprises Group, LLC

County Utility Agreement Number: U-0016

Federal Project No.: 1258-03-042

ROW CSJ:

County: Fort Bend

Highway: FM 1093

Limits: From FM 1463 to Canal Street

Subject: *Phonoscope Fiber Relocation Along FM 1093*

Acceptable methods for developing relocation costs include. Please Check One;

Actual Cost Method of Accounting: The Utility agrees to develop relocation or adjustment costs by accumulating actual direct or related indirect costs in accordance with a worker order accounting procedure prescribed by the Federal or State regulatory body; and the utility proposes to request reimbursement for actual direct and related indirect costs.

Alternate Method of Accounting: With the State's approval, the Utility accumulates costs under an accounting procedure developed the Utility.

Lump Sum Method of Accounting: The Utility proposes to request reimbursement based upon an agreed lump sum amount supported by a detailed cost analysis (not to exceed \$10,000).

**Phonoscope Enterprises Group, LLC
Fort Bend County Relocation
Cost Summary FM 1093 From 1463 to Canal St**

A - MATERIALS				
ITEM	QTY	UNIT	AMOUNT PER UNIT	Estimate Total
156 ct Fiber Optic Cable	21,086	Foot	\$ 1.20	\$ 25,370.40
4" HDPE	816	Foot	\$ 2.50	\$ 2,040.00
Three 1.25" Innerducts	816	Foot	\$ 1.54	\$ 1,254.00
Handholes	5	Each	\$ 650.00	\$ 3,250.00
Splice Enclosure/ Fiber Cases	2	Each	\$ 1,150.00	\$ 2,300.00
Slack Spans	10	Each	\$ 98.00	\$ 980.00
Materials Total				\$ 35,194.40

B - LABOR				
ITEM	QTY	UNIT	AMOUNT PER UNIT	Estimate Total
Project Management	55	Hour	\$ 160.00	\$ 8,800.00
Administration	11	Hour	\$ 72.00	\$ 792.00
CAD Design / Engineering	75	Hour	\$ 135.00	\$ 10,125.00
Surveying / Permitting (Internal) for Relocation	48	Hour	\$ 90.00	\$ 4,320.00
Splicing	48	Hour	\$ 42.00	\$ 2,016.00
In-House Line Crew	8	Hour	\$ 78.00	\$ 624.00
Phonoscope Labor Total				\$ 26,677.00

C - SUBCONTRACTOR				
ITEM	QTY	UNIT	AMOUNT PER UNIT	Estimate Total
Fiber	21,086	Foot	\$ 1.32	\$ 27,833.52
Fiber Splicing	936	Each	\$ 25.00	\$ 23,400.00
4" Bore	666	Foot	\$ 29.00	\$ 19,314.00
3, 1.25" Bore	666	Foot	\$ 29.00	\$ 19,314.00
Bore Pits	4	Each	\$ 2,800.00	\$ 11,200.00
Hand Holes	5	Each	\$ 400.00	\$ 2,000.00
				\$ -
Subcontractor Total				\$ 103,061.52

\$ 164,932.92

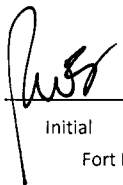
D - CORPORATE OVERHEAD				
ITEM	QTY	UNIT	AMOUNT PER UNIT	Estimate Total
Purchase and Stores Indirect Cost (10%)				\$ 16,493.29
Corporate Overhead Total				\$ 16,493.29

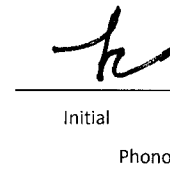
TOTAL ESTIMATED COST \$ 181,426.21

Buy America Provisions Statement

* Materials indicated with asterisk -* are to be 'Buy America' compliant. Otherwise, materials with no asterisk are exempt from 'Buy America' provisions.

Utility agrees to comply with Buy America provisions in accordance with TxDOT / FHWA guidance for all utility work performed and accomplished in furtherance of this agreement. Certification, where indicated, will be provided with the FINAL billing documents.

 4/29/16
Initial Date
Fort Bend County

 4-26-16
Initial Date
Phonoscope



Attachment "C"

Utility's Schedule of Work and Estimated Date of Completion

Phonoscope Enterprises Group, LLC

County Utility Agreement Number: U-0016

Federal Project No.: 1258-03-042

ROW CSJ:

County: Fort Bend

Highway: FM 1063

Limits: FM 1463 to Canal Street

Subject: *Phonoscope Fiber Relocation Along FM 1093*

Estimated Start Date: May 1, 2016

Construction to begin within 90 Working Days once the proposed ROW is acquired, staked and cleared.

Estimated Duration: 30 Days

Mobilization to clean-up, weather permitting

Estimated Completion: August 1, 2016

Actual completion date is contingent upon the date of Utility Agreement approval and formal notification to commence construction.

