

To: Harris County Commissioners Court
Russell A Poppe
Through: Russell A. Poppe, P.E., Executive Director, Harris County Flood Control District
Prepared By: Matthew K. Zeve, P.E., Deputy Executive Director, Harris County Flood Control District
Subject: Utility Adjustment Agreement with Southwestern Bell Telephone Company dba AT&T Texas
Project ID (If applicable): D100-00-00-B007

Purpose and Request:

Authorization to execute a utility adjustment agreement with Southwestern Bell Telephone Company dba AT&T Texas associated with the relocation of their facilities near HCFCD Unit D100-00-00 and the Forest Hill Bridge. Funds are available in the amount of \$59,986. (Brays Bayou Watershed, Bond ID C-11, Project ID D100-00-00-B007, Agreement No. 2021-139, Precinct 2).

Background and Discussion:

The Flood Control District reconstructed the Forest Hill Street bridge over Brays Bayou in support of the Brays Bayou Federal Flood Damage Reduction Project. During the construction, the AT&T utilities had to be removed and replaced. The Flood Control District is required to reimburse AT&T for the cost of the utility replacement.

Fiscal Impact:

The Flood Control District will reimburse AT&T for the cost of replacing the utility line at Forest Hill Street. The cost is \$59,986 which will be submitted to the U.S. Army Corps of Engineers for reimbursement to the Flood Control District. Once the Flood Control District receives reimbursement from the Corps of Engineers, the cost to the District will be \$0.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: [Please provide service or division where expenditure will be used]*			
Existing Budget	\$0	\$0	\$0
Additional Appropriation Requested	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0
Funding Sources	\$0	\$0	\$0
Existing Department Budget	\$0	\$0	\$0
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)	\$0	\$0	\$0
2018 HCFCD Bond Program – C-11*	\$0	\$59,986	\$0
Total Sources	\$0	\$59,986	\$0

Alternatives:

The alternative to not paying AT&T for the cost of the new utility line is to risk a lawsuit with AT&T. Previous lawsuits have determined that AT&T must be reimbursed for these costs, so it is not advisable to not make this payment.

Alignment with Strategic Objective:

[INSTRUCTIONS: Please write out the Department Strategic Objective impacted by this item.]

Attachments: Agreement

AGREEMENT FOR UTILITY ADJUSTMENTS

<p>THE STATE OF TEXAS §</p> <p>§</p> <p>COUNTY OF HARRIS §</p>	<p>HARRIS COUNTY FLOOD CONTROL DISTRICT</p> <p>PROJECT ID D100-00-00-B007</p>
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This Agreement entered into by and between the **Harris County Flood Control District**, a body corporate and politic of the State of Texas, hereinafter called the "DISTRICT" or "HCFCD," and **Southwestern Bell Telephone Company dba AT&T Texas** hereinafter called the "OWNER."

WITNESSETH:

WHEREAS, the OWNER, in an Affidavit attached hereto as Exhibit "A," and incorporated herein by reference for all purposes as though fully set forth verbatim herein, has asserted an interest in certain lands and that proposed public flood control and drainage improvement(s) necessitated the adjustment, relocation or removal of certain facilities of the OWNER located upon such lands as indicated in the following statement of work ("Work"):

Adjust, relocate or remove OWNER's facilities as referenced in OWNER's estimate received February 3, 2021, to accommodate proposed improvements to HCFCD Unit D100-00-00, Forest Hill Bridge, Precinct 2.

WHEREAS, the OWNER has accomplished the adjustment, relocation or removal of the OWNER's utility facilities and desires to enter into an agreement for reimbursement for its costs from the DISTRICT.

Based upon approval by the DISTRICT of the plans, Cost Estimate, Affidavit with attachments, and other exhibits and instruments attached hereto, the DISTRICT has authorized the OWNER to proceed with the Work and the OWNER has prosecuted the Work diligently and completed the Work in such manner as did not result in interference or delay in either the DISTRICT's construction or in said Work, and further, the OWNER carried out said Work in accordance with the plans attached hereto within.

The instruments attached to and made a part of this Agreement are Exhibit "A," Affidavit with attachments; Exhibit "B," Approval of Cost Estimate; Exhibits "C-1 and C-2," Owner's Estimate of Cost; Exhibit "D," Permit; Exhibits "E-1 and E-2," Plans; and Exhibit "F," County Auditor's Guidelines for Utility Adjustment Claims, and Exhibit "G", insurance requirements.

The amount paid by the DISTRICT pursuant to this Agreement shall be full compensation to the OWNER for performing the Work.

The District agrees to pay OWNER and the OWNER agrees to accept 100% of the total actual and related indirect costs of the Work, reduced by salvage and betterment, if any, which may result from the subject adjustment, relocation or removal; said payment representing that portion of the Work for which the DISTRICT is legally required to pay and for which the OWNER is legally entitled to be reimbursed.

The DISTRICT and OWNER understand and agree that the maximum amount the DISTRICT has to pay for the Work under this Agreement is \$59,986.16, which is represented by the dollar figure in Exhibit "C", Estimate of Cost, and that the DISTRICT cannot pay any additional costs over that maximum amount without approval from the Harris County Commissioners Court.

The reimbursement due under this Agreement is based on OWNER's actual direct and related indirect costs of Work executed in a commercially reasonable manner and in accordance with the approved plans. Completion in accordance with the approved plans must be certified in writing and signed by OWNER, or an as built drawing be provided clearly noting any deviations from the approved design which is signed by the OWNER. Reimbursement will be forthcoming within sixty (60) days after the DISTRICT receives said completion certification documents and approves a final billing itemized in accordance with the County Auditor's guidelines, attached hereto.

OWNER did cause to be inserted in the contract for the Work with OWNER's contractor that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the DISTRICT and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the Work, or on account of any act of omission by the contractor. OWNER and its contractor shall not be liable for the DISTRICT's negligent acts or willful misconduct. OWNER shall furthermore require that its contractor maintain insurance as provided for in Exhibit "G".

OWNER's interests in the land within the right of way shall be subject to the Permit attached hereto as Exhibit "D" and made a part hereof for all purposes as though fully set forth verbatim herein.

All notices and communications, including, but not limited to billings, permitted or required to be given hereunder shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, or by courier service, addressed as follows:

If to OWNER:	AT&T Texas 11930 Airline Drive, Room 219 Houston, TX 77037 Attention: Director – Network Operations
With a Copy to:	AT&T Services, Inc. 208 S. Akard Street Dallas, TX 75202 Attention: Legal Department – Network Services Director – Network Operations
If to DISTRICT:	Harris County Flood Control District 9900 Northwest Freeway Houston, Texas 77092 Attention: Executive Director

Any notice or communication sent by mail or delivery service as herein provided shall be deemed given and completed on the date of actual receipt thereof.

It is expressly understood that this Agreement is subject to cancellation by the DISTRICT at any time up to the date that any Work has been performed, and that such cancellation will not create any liability on the part of the DISTRICT, and neither the DISTRICT nor the OWNER will have any further obligation hereunder; except that the DISTRICT agrees to pay the OWNER 100% of the total, actual, and related indirect costs of the Work, including materials specifically purchased to perform the Work, reduced by salvage and betterment, if any, for authorized Work performed prior to such cancellation.

This Agreement may be amended or supplemented only in written form, signed by all parties.

The parties herein warrant and defend that the signatories hereto have the legal right and authority and have discussed with all required parties and are authorized to approve this Agreement.

OWNER agrees that Work will be conducted in accordance with Federal, State and local laws.

EXECUTED in triplicate _____.

APPROVED AS TO FORM:

HARRIS COUNTY FLOOD CONTROL
DISTRICT

CHRISTIAN D. MENEFEE
Harris County Attorney

DocuSigned by:

D9FE318CE1BA4BE...
By _____
Laura Fiorentino Cahill
Senior Assistant County Attorney

By _____
Lina Hidalgo
County Judge

ATTEST:

Southwestern Bell Telephone Company
dba AT&T Texas

DocuSigned by:

1F57510C0B334D8...
By _____
Ann Beck
Assistant Vice President-Senior Legal Counsel

DocuSigned by:

BE191D01105E453...
By _____
Alfonso Martinez
Director-Network Services

AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

HARRIS COUNTY FLOOD CONTROL DISTRICT
PROJECT ID D100-00-00-B007

WHEREAS, the **Harris County Flood Control District**, hereinafter referred to as the "District," has deemed it necessary to make certain conveyance improvements to HCFCU Unit D100-00-00 in Harris County, and

WHEREAS, it is anticipated that the above referred to improvements will affect the facilities of **Southwestern Bell Telephone Company dba AT&T Texas**, hereinafter referred to as the "OWNER," at the following described locations:


Crossing HCFCU Unit D100-00-00 crossing channel downstream of Forest Hill Blvd.

WHEREAS, the District has requested that the OWNER furnish the District information relative to interests that OWNER holds in lands at the above indicated location.

NOW, THEREFORE, before me, the undersigned authority, this day personally appeared Ann Beck, who, after being by me duly sworn, did depose and say:

That deponent is Alfonso Martinez, Director, Network Services, of Southwestern Bell Telephone Company dba AT&T Texas, and as such, has knowledge of the facts contained herein, and that to the best of deponent's knowledge, said OWNER is the owner of the following described interests in the above indicated lands, copies of the instruments under which said OWNER claims said interest being attached hereto and made a part hereof:

Signed:



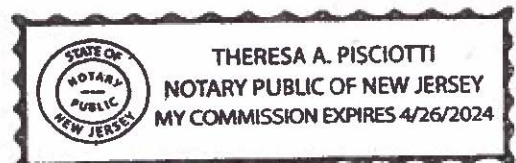
Alfonso Martinez
Director
Network Services
Southwestern Bell Telephone Company
dba AT&T Texas

Sworn to and subscribed before me on 16th day of March 2021



NOTARY PUBLIC in and for the State of ~~Texas~~ New Jersey

EXHIBIT "A"



MEMORANDUM



DATE: February 12, 2021

TO: R Russell Lannin, P.E.
Project Manager

FROM: Diana C. Ward, P.E.
On-Call Utility Coordinator

RE: Utility Adjustments
Southwestern Bell Telephone Company dba AT&T Texas
Project ID No. D100-00-00-B007
Agreement No. 2021-139; Bond ID C-11

9900 Northwest Freeway
Houston, TX 77092
713-684-4000

Attached for your approval is the estimated cost and the construction drawing of the proposed adjustment to Southwestern Bell Telephone Company dba AT&T Texas facilities near HCFCD Unit D100-00-00, Forest Hill Bridge.

The estimated cost is

A012R4C Package	\$38,038.34
A01EX9X Package	\$21,947.82
TOTAL	\$59,986.16

APPROVED:

A handwritten signature in blue ink, appearing to be "R Lannin", written over a horizontal line.

R Russell Lannin, P.E.
Project Manger

DCW:RRL:abr
Enclosures: Estimated Cost
Drawing

HARRIS COUNTY BRAYS BAYOU
Forest Hill Boulevard
ATT Texas/SWBT

ATT Project #
A012R4C

A. NEW MATERIALS

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Copper Cable				
<i>24 gauge</i>				
600pr	667.00	Foot	\$ 8.22	\$ 5,482.74
100pr	291.00	Foot	\$ 1.95	\$ 566.43
Aerial Materials				
Strand (10M)	560.00	Foot	\$ 0.73	\$ 408.80
Anchor (5/8")	1.00	Each	\$ 24.64	\$ 24.64
Down Guy Wire	80.00	Foot	\$ 0.31	\$ 24.80
EST Materials Total:				\$ 6,507.41

B. CONTRACT LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Placing Cable				
<i>Aerial Cable (22C/822C/1C)</i>				
Place Copper Cable	873.00	Foot	\$ 0.86	\$ 750.78
<i>Backhoe/Hand Trench Buried Cable</i>				
Place Copper Cable	7.00	Foot	\$ 2.05	\$ 14.35
Placing Aerial Facilities				
Place Aerial Strand	560.00	Foot	\$ 0.63	\$ 355.04
Place Anchor & Down Guy Wires	2.00	Each	\$ 82.47	\$ 164.94
Place Riser	1.00	Each	\$ 234.78	\$ 234.78
Removals				
<i>Removing Cable</i>				
Remove Underground Conduit - All	470.00	Foot	\$ 1.78	\$ 836.60
Remove Aerial Cable - All (includes strands)	430.00	Foot	\$ 0.64	\$ 275.20
Remove Buried Cable - All	505.00	Foot	\$ 0.84	\$ 424.20
Remove Aerial Facilities (includes load coils, anchors and down guy)	1.00	Each	\$ 271.67	\$ 271.67
Remove Concrete Pavement, Dig, Expose & Cut Steel Casing	1.00	Each	\$ 5,000.00	\$ 5,000.00
EST Contract Labor Total:				\$ 8,327.56

C. AT&T LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Splicing	88.75	Hour	\$ 61.12	\$ 5,424.40
EST AT&T Texas Labor Total:				\$ 5,424.40

HARRIS COUNTY BRAYS BAYOU
Forest Hill Boulevard
ATT Texas/SWBT

ATT Project #
A012R4C

D. CONTRACT ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Conflict Identification & Plan of Adjustment	890.00	Foot	\$ 1.50	\$ 1,335.00
Design Administrative per AT&T Job - Engineering Work Order (EWO)	1.00	EWO	\$ 250.00	\$ 250.00
Cable Design	890.00	Sheath LF	\$ 1.76	\$ 1,566.40
Cable Removals	1405.00	Sheath LF	\$ 1.00	\$ 1,405.00
Pole Loading Analysis	2.00	Each	\$ 125.00	\$ 250.00
EST Contract Engineering Total:				\$ 4,806.40

E. AT&T ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Project Manager	23.00	Hour	\$ 203.00	\$ 4,669.00
EST AT&T Texas Project Management Total:				\$ 4,669.00

F. AT&T PAYROLL TAXES/BENEFITS

ITEM	EST TOTAL COST
Benefits & Payroll Taxes	\$ 3,036.47
EST AT&T Payroll Taxes/Benefits Total:	\$ 3,036.47

G. MINOR AND MISC EXPENSE

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Minor and Misc. Expense (Spl. & Insp.)	88.75	Hour	\$ 17.24	\$ 1,530.05
Vendor Other (Shipping & Freight Charges)	1.00	Each	\$ 9.58	\$ 9.58
EST Minor and Misc Expense Total:				\$ 1,539.63

H. CORPORATE OVERHEAD LOADINGS

EST Corporate Overhead Loadings	
ITEM	EST TOTAL COST
Corporate Overhead	\$ 4,560.26
EST Corporate Overhead Loadings Total:	\$ 4,560.26

I. ACCRUED DEPRECIATION CREDIT

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

HARRIS COUNTY BRAYS BAYOU
Forest Hill Boulevard
ATT Texas/SWBT

ATT Project #
A012R4C

J. SALVAGE CREDIT

ITEM	EST QTY	EST UNIT	PER UNIT	EST TOTAL COST
Total Pounds Copper at \$0.45/Pound	1850.65	Pound	\$ 0.45	\$ 832.79
EST Salvage Credit Total:				\$ 832.79
TOTAL ESTIMATED COST:				\$ 38,871.13
TOTAL ESTIMATED COST (MINUS DEPRECIATION AND SALVAGE):				\$ 38,038.34

Cost Estimate Summary		
Estimated Total Cost of Relocation		\$ 38,871.13
Less Accrued Depreciation		\$ -
Less Salvage		\$ 832.79
<i>Revised Estimate Total</i>		\$ 38,038.34
Eligibility Ratio		100.00%
Estimated State Cost Participation		\$ 38,038.34

HARRIS COUNTY FLOOD CONTROL DISTRICT
Brays Bayou - Forest Hill
ATT Texas/SWBT

ATT Project #
A01EX9X

A. NEW MATERIALS

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Copper Cable				
<i>24 gauge</i>				
50pr	399.00	Foot	\$ 1.19	\$ 474.81
Fiber Optic Cable				
24 Fiber	1756.00	Foot	\$ 0.26	\$ 456.56
Aerial Materials				
Strand (6M)	255.00	Foot	\$ 2.48	\$ 632.40
Anchor (5/8")	3.00	Each	\$ 24.33	\$ 72.99
Down Guy Wire	120.00	Foot	\$ 0.31	\$ 37.20
EST Materials Total:				\$ 1,673.96

B. CONTRACT LABOR

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
<i>Aerial Cable (22C/822C/1C)</i>				
Place Copper Cable	389.00	Foot	\$ 1.10	\$ 427.90
Place Fiber Cable	1536.00	Foot	\$ 0.94	\$ 1,443.84
Placing Aerial Facilities				
Place Aerial Strand	255.00	Foot	\$ 1.00	\$ 255.00
Place Anchors & Down Guy Wires	3.00	Each	\$ 140.00	\$ 420.00
Removals				
<i>Removing Cable</i>				
Remove Aerial Cable - All (includes strands)	2113.00	Foot	\$ 0.51	\$ 1,077.63
EST Contract Labor Total:				\$ 3,624.37

C. AT&T LABOR

ITEM	EST QTY	EST UNIT	PER UNIT	EST TOTAL COST
Splicing	52.00	Hour	\$ 66.96	\$ 3,481.92
EST AT&T Texas Labor Total:				\$ 3,481.92

D. CONTRACT ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Design Administrative per AT&T Job - Engineering Work Order (EWO)	1.00	EWO	\$ 250.00	\$ 250.00
Cable Design	2125.00	Sheath LF	\$ 1.50	\$ 3,187.50
Cable Removals	1916.00	Sheath LF	\$ 1.00	\$ 1,916.00
Pole Loading Analysis	4.00	Each	\$ 125.00	\$ 500.00
Meetings, Inspection and Project Updates (includes phone calls, emails, etc)	1.00	Each	\$ 225.00	\$ 225.00
EST Contract Engineering Total:				\$ 6,078.50

HARRIS COUNTY FLOOD CONTROL DISTRICT
Brays Bayou - Forest Hill
ATT Texas/SWBT

ATT Project #
A01EX9X

E. AT&T ENGINEERING

ITEM	EST QTY	EST UNIT	EST AMOUNT PER UNIT	EST TOTAL COST
Project Manager	9.00	Hour	\$ 203.00	\$ 1,827.00
EST AT&T Texas Project Management Total:				\$ 1,827.00

F. AT&T PAYROLL TAXES/BENEFITS

ITEM	EST TOTAL COST
Benefits & Payroll Taxes	\$ 1,666.41
EST AT&T Payroll Taxes/Benefits Total:	\$ 1,666.41

G. MINOR AND MISC EXPENSE

ITEM	EST QTY	EST UNIT	PER UNIT	EST TOTAL COST
Minor and Misc. Expense (Spl. & Insp.)	52.00	Hour	\$ 26.95	\$ 1,401.40
Vendor Other (Shipping & Freight Charges)	1.00	Each	\$ 35.33	\$ 35.33
EST Minor and Misc Expense Total:				\$ 1,436.73

H. CORPORATE OVERHEAD LOADINGS

ITEM	EST TOTAL COST
Corporate Overhead	\$ 2,350.21
EST Corporate Overhead Loadings Total:	\$ 2,350.21

I. ACCRUED DEPRECIATION CREDIT

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

J. SALVAGE CREDIT

ITEM	EST QTY	EST UNIT	PER UNIT	EST TOTAL COST
Total Pounds Copper at \$0.45/Pound	425.07	Pound	\$ 0.45	\$ 191.28
EST Salvage Credit Total:				\$ 191.28
TOTAL ESTIMATED COST:				\$ 22,139.10
TOTAL ESTIMATED COST (MINUS DEPRECIATION AND SALVAGE):				\$ 21,947.82

Cost Estimate Summary		
Estimated Total Cost of Relocation		\$ 22,139.10
Less Accrued Depreciation		\$ -
Less Salvage		\$ 191.28
<i>Revised Estimate Total</i>		\$ 21,947.82
Eligibility Ratio		100.00%
Estimated State Cost Participation		\$ 21,947.82

PERMIT

**THE STATE OF TEXAS §
§
COUNTY OF HARRIS §**

**HARRIS COUNTY FLOOD CONTROL DISTRICT

PROJECT ID D100-00-00-B007**

WHEREAS, the **Harris County Flood Control District**, hereinafter referred to as the "District," proposes to make certain channel improvements to HCFCF Unit D100-00-00 generally located as follows:

D100-00-00 along Forest Hill Blvd., near HCFCF Unit D100-00-00, Forest Hill Bridge, Precinct 2.

WHEREAS, it is understood that **Southwestern Bell Telephone Company dba AT&T Texas**, hereinafter referred to as the "Owner," acting by and through Alfonso Martinez, Director, Network Services is in possession of, and will retain possession of, certain properties that the District must cross and encroach upon in the construction and maintenance of these improvements, and such crossings or encroachments being as detailed and to the extent as shown and described on the sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted to the District to cross and encroach upon the Owner's said properties for the purposes set forth herein and as detailed and to the extent as shown and described on the attached sketch sheet or sheets.

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either the District or the Owner in the area jointly occupied by this permit, where such work will disturb, detrimentally affect, interfere with or be inconvenient to the facilities or responsibilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of any emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as possible.

The Owner by execution of this permit retains all rights, including but not limited to prior title rights, and does not waive any of the rights which the Owner may legally have within the limits of the laws of this State.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures.

**HARRIS COUNTY FLOOD
CONTROL DISTRICT**

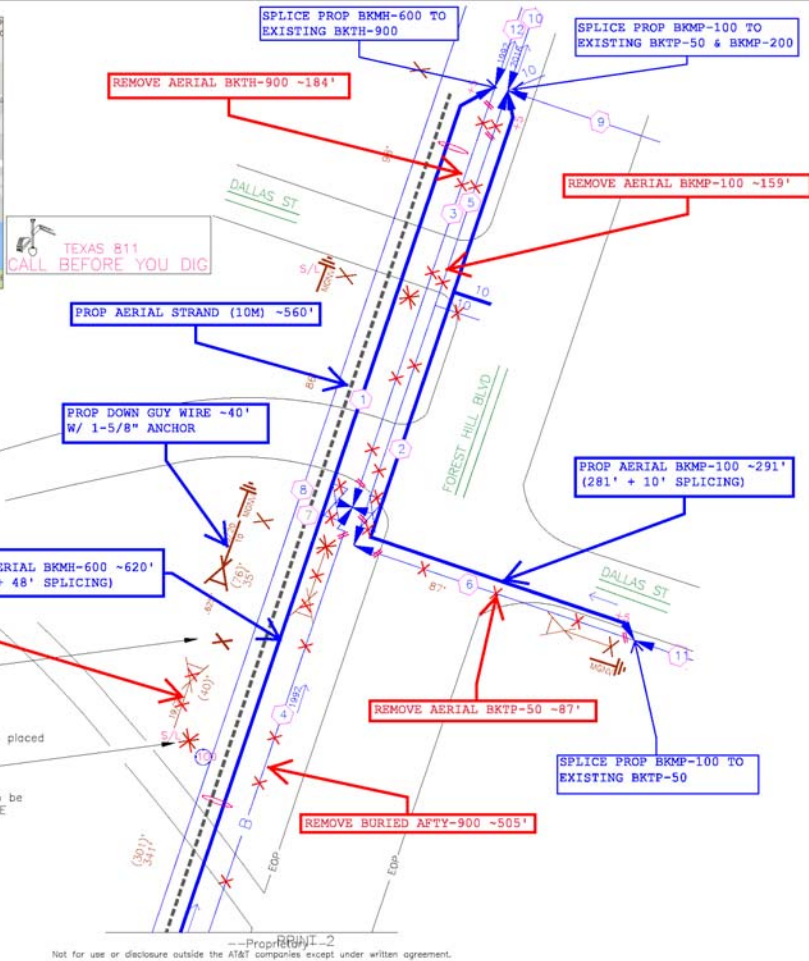
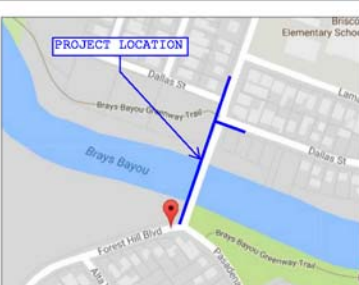
**Southwestern Bell Telephone Company
dba AT&T Texas**

By _____
Lina Hidalgo
County Judge

By  _____
Alfonso Martinez
Director
Network Services

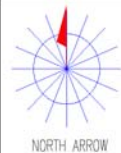
Date _____

Date 3/17/2021

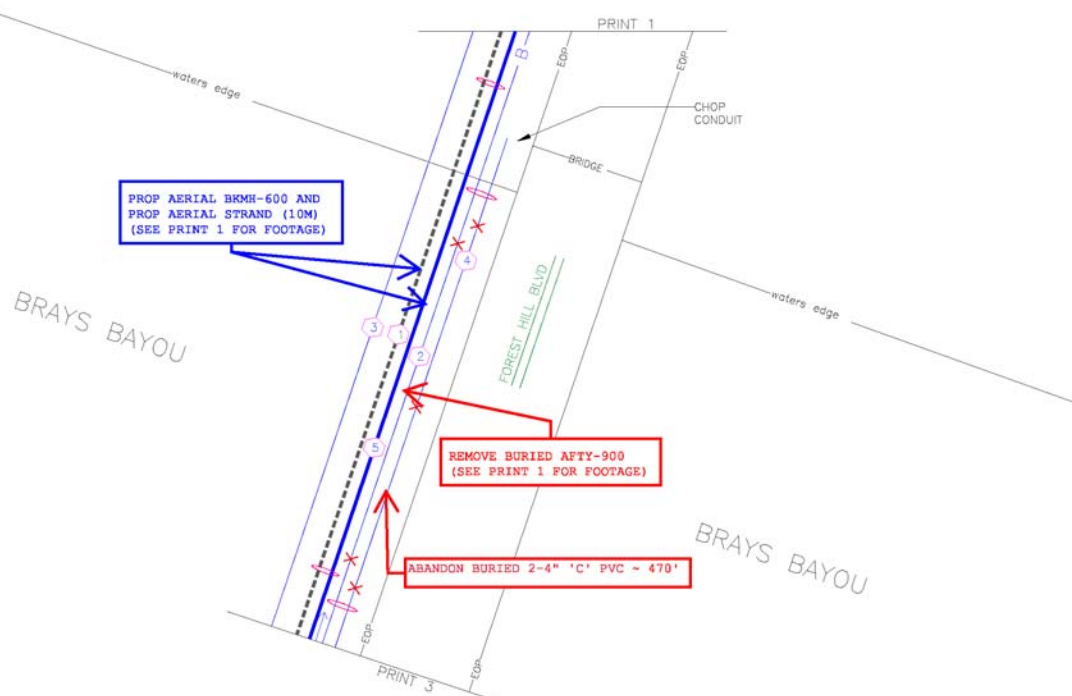


PROJECT NO. A012RAC EAC#2
TOT.PRINTS 3 PRINT NO. 1

EXHIBIT "E-1"



NORTH ARROW

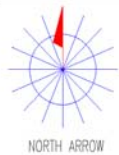
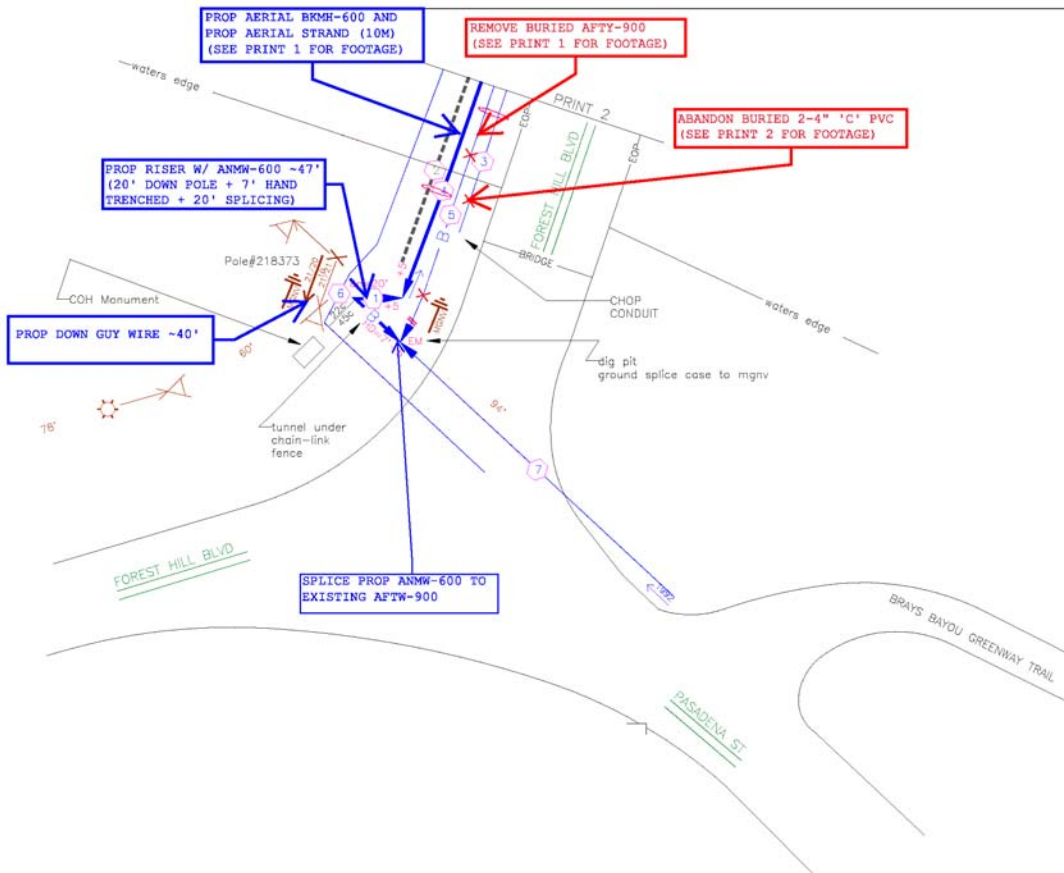


--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

PROJECT NO. A012R4C

TOT. PRINTS 3

PRINT NO. 2

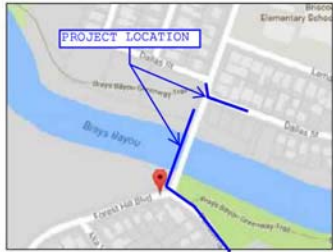


NORTH ARROW

PROJECT NO A012RAC

TOT.PRINTS 3

PRINT NO. 3



PROP DOWN GUY WIRE ~40'
W/ 1-5/8" ANCHOR

PROP AERIAL STRAND (6M) ~60'

SPLICE PROP BKMP-50 TO
EXISTING BKMP-50



PROP AERIAL STRAND (6M) ~86'

PROP AERIAL BKMP-50 ~399'
(389' + 10' SPLICING)

PROP DOWN GUY WIRE ~40'
W/ 1-5/8" ANCHOR

SPLICE PROP 5BQ2MT-024 TO
EXISTING 5BQ2MT-024

SPLICE PROP BKMP-50 TO
EXISTING BKMP-50

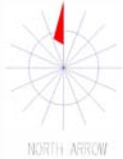
PROP AERIAL 5BQ2MT-024 ~1756'
(1536' + 2-100' LOOPS + 20' SPLICING)

REMOVE AERIAL BKMP-100 ~455'

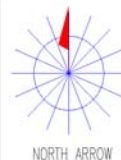
REMOVE AERIAL 5BQ2MT-024 ~1461'

REMOVE AERIAL BKMP-50 ~197'

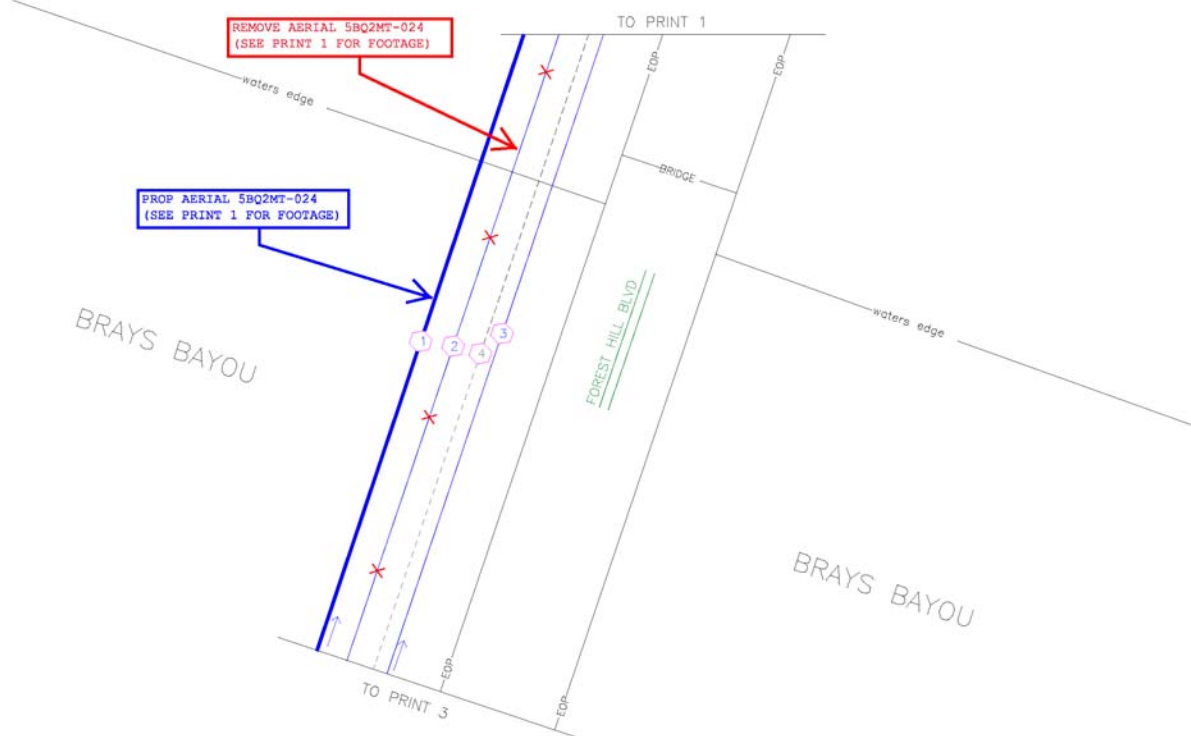
PROP DOWN GUY WIRE ~40'
W/ 1-5/8" ANCHOR



PROJECT NO. 40100
TOT. PRINTS 6 PRINT NO. 1



NORTH ARROW



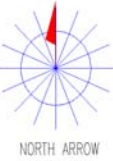
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TOT. PRINTS **6**

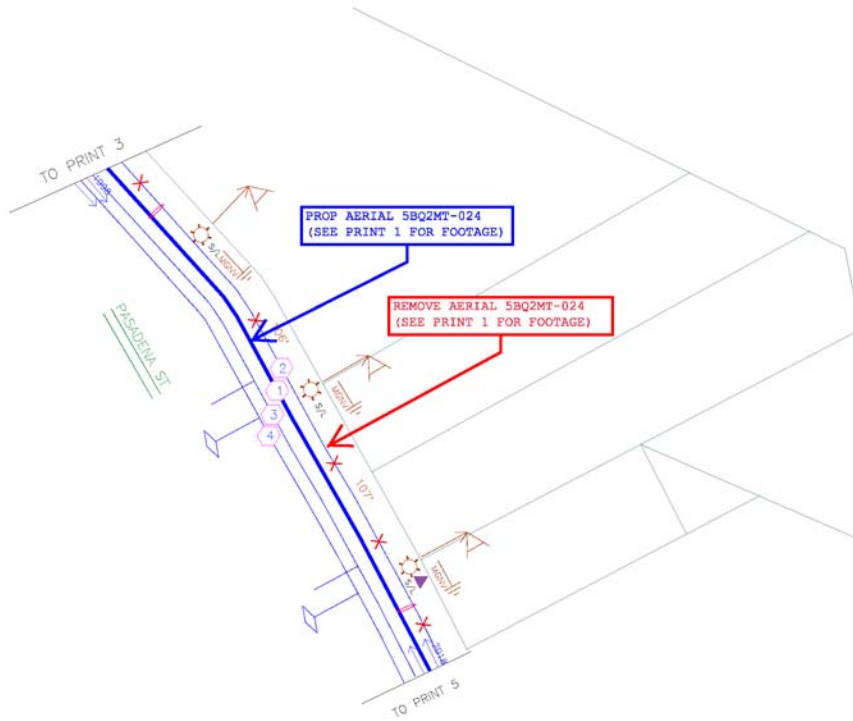
PRINT NO. **2**

---Proprietary---

Not for use or disclosure outside the AT&T companies except under written agreement.



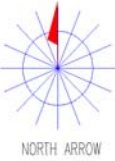
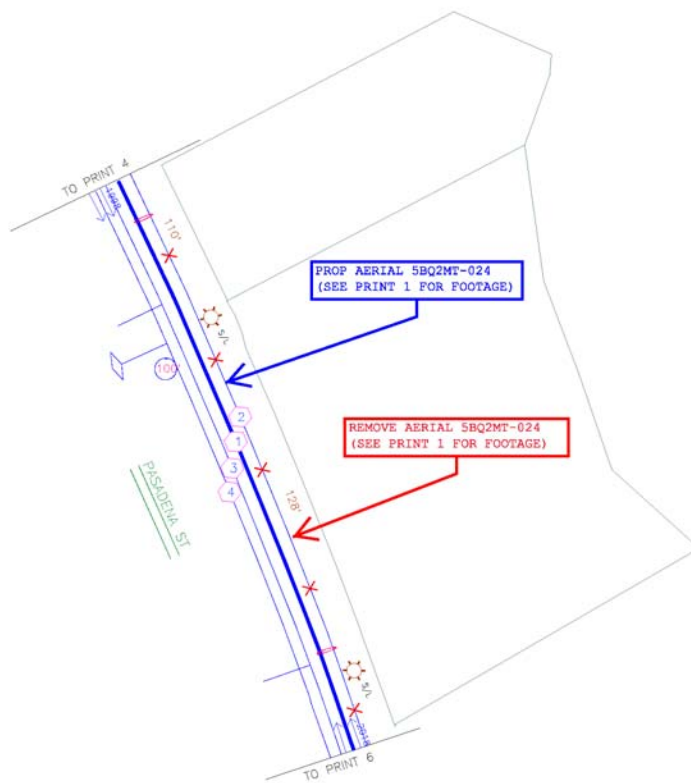
NORTH ARROW



PROJECT NO. A01EX9X

TOT. PRINTS 6

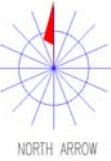
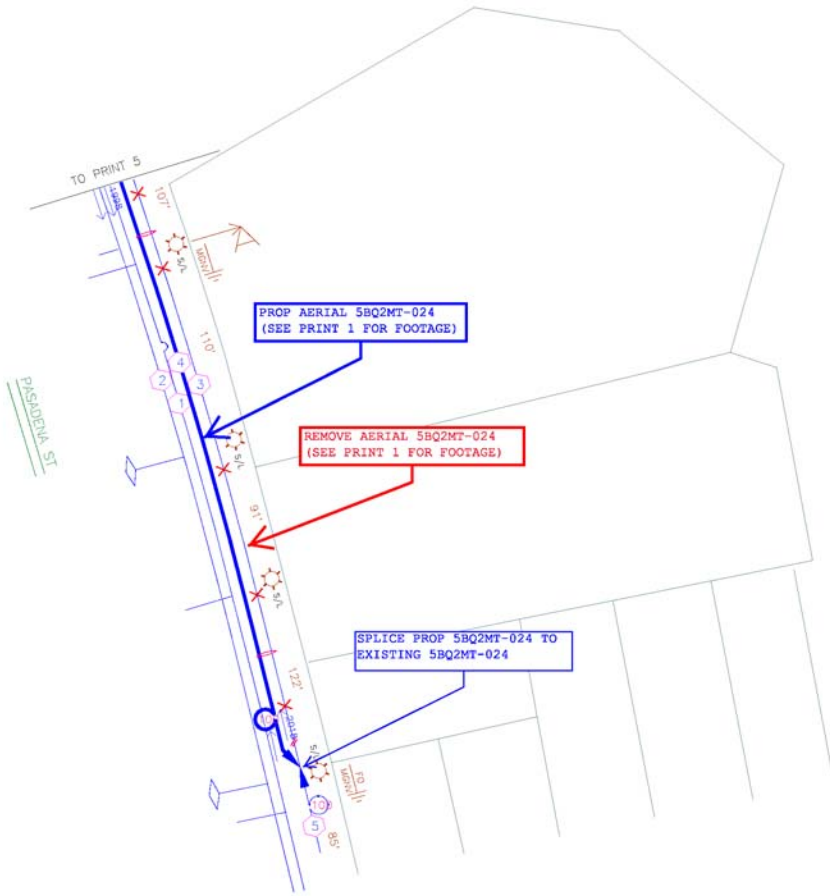
PRINT NO. 4



PROJECT NO. A01EX9X

TOT. PRINTS 6

PRINT NO. 5



PROJECT NO. **A01EX9X**
 TOT. PRINTS **6** PRINT NO. **6**

Leslie Wilks Garcia, C.P.A., C.F.E.
First Assistant County Auditor

Errika Perkins, C.P.A., C.I.A.
Chief Assistant County Auditor
Audit Division



1001 Preston, Suite 800
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Help Line (832) 927-4558

MICHAEL POST, C.P.A., M.B.A.
HARRIS COUNTY AUDITOR

April 15, 2019

To: All Utility Companies

From: Auditor's Office
Harris County, Texas

Re: Harris County Flood Control District
Guidelines for Utility Adjustments Claims

This memorandum is to serve as clarification regarding the documentation required to support utility adjustment claims submitted to the Harris County Flood Control District.

- A. All costs should be itemized on a claim.
- B. Individual cost items that are over \$500.00, or that are over 5% of the total contract amount, whichever is smaller, shall require copies of invoices to be furnished as back-up documentation.
- C. Items requiring back-up documentation include but are not limited to, the following:
 - 1. All work done by subcontractors.
 - 2. Work done by the company, such as:
 - a. Material and equipment cost, including in-house requisitions and transfers.
 - b. Employee expenses, including vouchers for hotel expenses, transportation, etc.
- D. Categories of items not requiring back-up, but still needing to be itemized, include:
 - I. Overhead Cost
 - a. Overhead shall be applied to company labor expenses and materials taken from stores only. Expenses such as sub-contract labor or services and materials purchases on a project specific basis shall not have overhead cost applied.
 - 2. Employee Benefits (insurance, taxes, etc.)
 - 3. Salvage Costs
- E. Company labor costs should be itemized to include employee title or job title; hours worked, and total earnings. In certain instances, the Auditor's Office may ask for copies of payroll journals as documentation.

If you have any questions regarding the above "guidelines", please call the Harris County Flood Control District and ask for the utility coordinator who handles Utility Adjustments at (346) 286-4801.

Sincerely,

A handwritten signature in blue ink that reads "Michael Post".

Michael Post
County Auditor

EXHIBIT "F"

INSURANCE

Coverage and Limits. During the Term of this Agreement and any extensions thereto, OWNER at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, OWNER shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

- (b) Commercial General Liability, on ISO form CG 00 01 or equivalent, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement or provision for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Separation of Insureds coverage. Where exposure exists, the Harris County Flood Control District may require coverage for blasting, collapse, explosions, blowout, cratering, underground damage, and other coverage. *The Harris County Flood Control District shall be included as an Additional Insured by endorsement with respect to this Agreement on primary/non-contributory basis.*

(i)	Each Occurrence	\$2,000,000
(ii)	Personal and Advertising Injury	\$2,000,000
(iii)	Products/Completed Operations	\$2,000,000
(iv)	General Aggregate	\$3,000,000

- (c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- (d) Automobile Liability insurance to include OWNER's liability for death, bodily injury, and property damage resulting from OWNER's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *The Harris County Flood Control District shall be included as an Additional Insured by endorsement with respect to this Agreement on primary/non-contributory basis.*

Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by OWNER, OWNER shall provide the Harris County Flood Control District evidence of all of the above coverage on forms. OWNER must maintain a valid Certificate of Insurance as described herein on file with the Harris County Flood Control District at all times during the term of this Agreement. OWNER must either mail the Certificate of Insurance to the Harris County Flood Control District at 9900 Northwest Freeway, Houston, TX 77092.

Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

EXHIBIT "G"

Certificates of Insurance. OWNER shall provide unaltered Certificates of Insurance that evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
- (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

Copies of Policies and Endorsements. In the event that the Harris County Flood Control District has tendered a claim to Licensee, or its insurer, or its insurer has denied coverage to the Harris County Flood Control District, Licensee (in its Dallas, TX office) will make available to the Harris County Flood Control District within ten (10) days of the Harris County Flood Control District's written request to Licensee, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the Harris County Flood Control District first executing a non-disclosure agreement. The policy review is limited to no more than three days during a consecutive six-month period and must be conducted during Licensee's normal business hours while the Harris County Flood Control District's representative is accompanied by a Licensee Risk Management professional. **OWNER Renewal Certificates.** Renewal certificates are due to the Harris County Flood Control District at least ten (10) days prior to the expiration of the current policies.

Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. OWNER shall furnish evidence of such insurance to the Harris County Flood Control District as well.

Additional Insured. OWNER shall include the Harris County Flood Control District and its respective officers, directors, agents, and employees as an Additional Insured by endorsement with respect to this Agreement on the Commercial General Liability and Automobile Liability, insurance certificates. OWNER's coverage shall be primary insurance to any similar insurance maintained by the Harris County Flood Control District and must contain an endorsement stating such. Coverage to the Harris County Flood Control District as an Additional Insured on any of OWNER's insurance coverage shall not be subject to any deductible

Deductibles. OWNER shall be responsible for and pay any claims or losses to the extent of any deductible or self-insured retention amounts applicable under all such policies and waives any claim it may have for the same against the Harris County Flood Control District, its officers, directors, agents, or employees.

Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a period of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). OWNER shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

Waiver of Subrogation. OWNER waives any claim or right of subrogation to recover against the Harris County Flood Control District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

Notice of Cancellation, Non-Renewal, or Material Change. OWNER shall provide the Harris County Flood Control District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage that is not replaced.

Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. OWNER could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage that causes OWNER to be in noncompliance with the requirements of this Section. Upon notice from the Harris County Flood District, OWNER shall thirty (30) days receipt of notice to cure any material breach related to this Section.

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present, to wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF A CONTRACTUAL AGREEMENT FOR
 RIGHT-OF-WAY UTILITY ADJUSTMENTS BY AND BETWEEN THE
 HARRIS COUNTY FLOOD CONTROL DISTRICT AND SOUTHWESTERN BELL
 TELEPHONE COMPANY DBA AT&T TEXAS**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the OWNER, in an Affidavit attached hereto as Exhibit "A," and incorporated herein by reference for all purposes as though fully set forth verbatim herein, has asserted an interest in certain lands and that proposed public flood control and drainage improvement(s) necessitated the adjustment, relocation or removal of certain facilities of the OWNER located upon such lands as indicated in the following statement of work ("Work"):

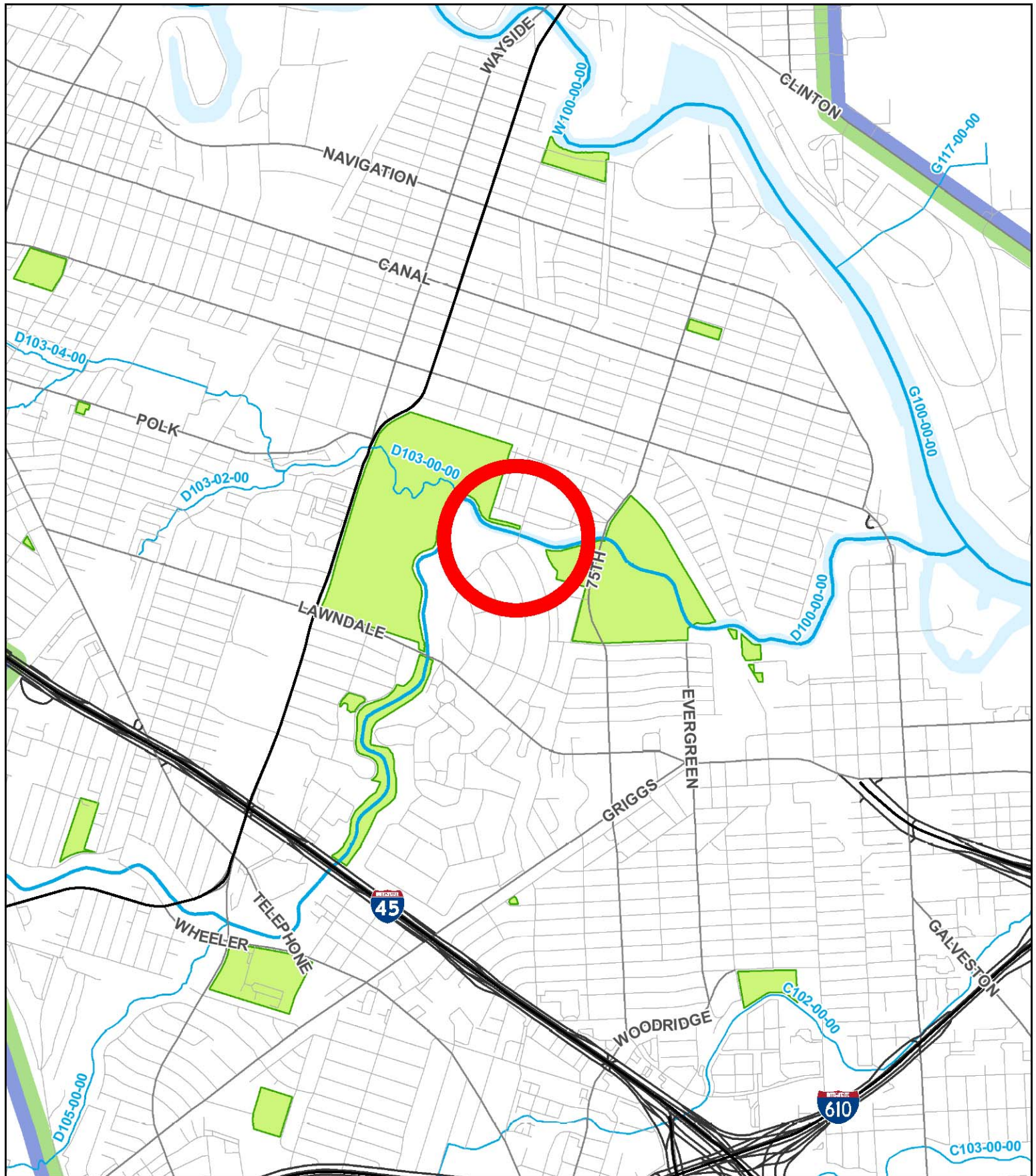
Adjust, relocate or remove OWNER's facilities as referenced in OWNER's estimate received February 3, 2021, to accommodate proposed improvements to HCFCF Unit D100-00-00, Forest Hill Bridge, Precinct 2.

WHEREAS, the OWNER has accomplished the adjustment, relocation or removal of the OWNER's utility facilities and desires to enter into an agreement for reimbursement for its costs from the DISTRICT.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, a Contractual Agreement for Right of Way Utility Adjustments by and between the Harris County Flood Control District and Southwestern Bell Telephone Company dba AT&T Texas, for a Maximum Amount to be paid by the District of Fifty Nine Thousand Nine Hundred Eighty Six Dollars and Sixteen Cents (\$59,986.16), said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



Project ID: D100-00-00-B007
Watershed: Brays Bayou
Precinct: 2

Pct No

- 1
- 2
- 3
- 4

