

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 26th day of October, 2016, by and between Charter Spectrum (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain overhead fiber cable reattached to PEC's poles (herein called Facilities).

WHEREAS, County desires to construct proposed Seward Junction Southeast: From US 183 at CR 259 to SH 29 to CR 266. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- ☒ Charter Spectrum relocation consist of: Installation of new fiber and attached to PEC's new pole locations, place guys wires, anchors and facilities equipment attached to the new poles.
- ☒ County will reimburse Utility for Engineering Services, Relocation, Inspection Services and Internal cost.
- ☒ Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 9 Power Poles and removal of existing fiber along with apparatus defined as Work = \$21,869.00

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

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

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)

4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

WILLIAMSON COUNTY

Utility: Chapter Spectrum
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Jerry Doyle
Print or Type Name

Title: Williamson County Judge

Title: Manager

Date: _____

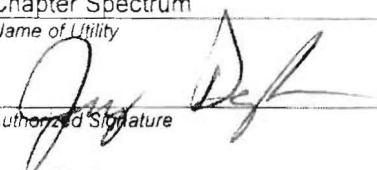
Date: 11-17-16

4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest - ROW-U-1A (Attachment "E")
7. Wilco-U-80A - Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Chapter Spectrum
Name of Utility

By: 
Authorized Signature
Jerry Doyle
Print or Type Name

Title: Manager

Date: 11-17-16

WILLIAMSON COUNTY

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: 12-08-2016

Attachment A

Plans, Specifications, and Estimated Costs

- Weight: 0.067 lbs/ft
- Hot Tension (120, F): 254 lbs
- Cold Tension (15, I): 689 lbs

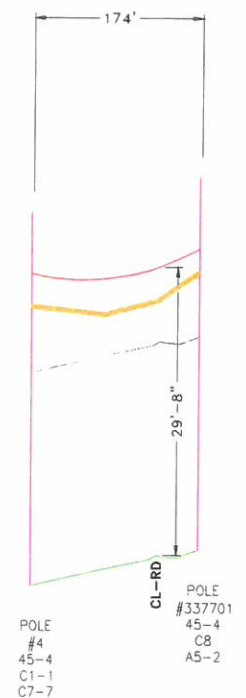
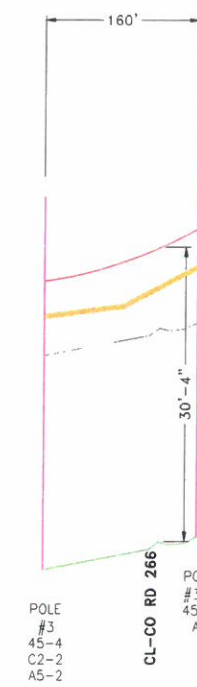
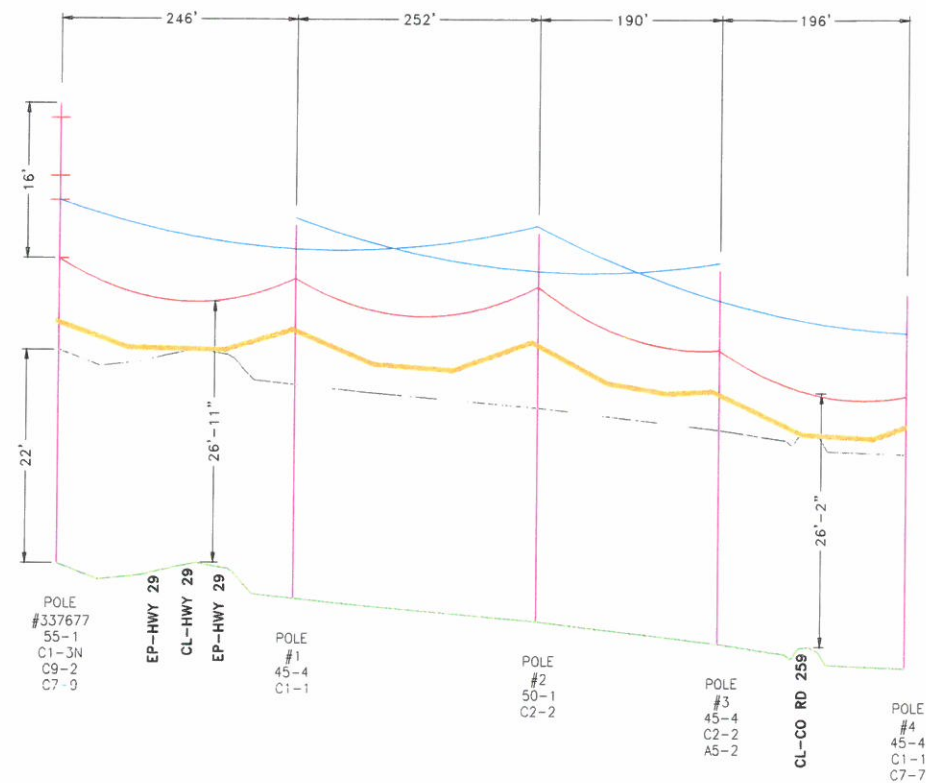
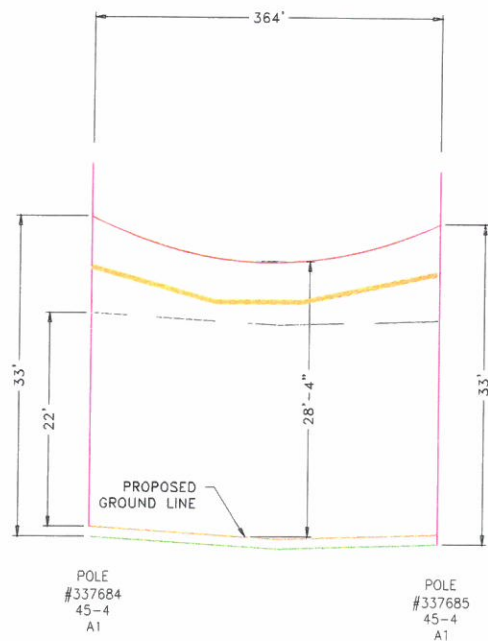
- Weight: 0.1453 lbs/ft
- Hot Tension (120,F): 326 lbs
- Cold Tension (15, I): 1209 lbs

SLACK (120,F): 47 lbs

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SLACK (120,F): 47 lbs



SCALE = V - 1:20
H - 1:200

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO PEC'S NEW POLES

——— GROUND LINE
 - - - NEUTRAL CLEARANCES
 ——— EXISTING POLE
 ——— FINAL SAG 120°F UNLOADED
 ——— INITIAL SAG @ 15° UNLOADED
 ——— PROPOSED GROUND LINE

CHARTER SPECTRUM RELOCATION PLANS

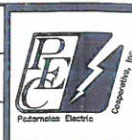
ISSUED: 5-27-16
PRELIMINARY FOR REVIEW

PROFILE VIEW

DATE
5-27-16
SCALE
AS NOTED
DWG. NO.
5PECL3010-4

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR
EPEC ELECTRICAL FACILITIES SHOWN ONLY.
INFORMATION CONCERNING OTHER FACILITIES
PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

						K									
						J									
						H									
5/27	UPDATED WITH COMMENTS FROM COBB FENDLEY	RBK	GJL	GJL		G									
5/16	INCLUDED NEW ANCHOR CONFLICT	RBK	GJL	GJL		F									
Date	Revision	By	Chkd.	Appd.	Ltr.	Date						Revision	By	Chkd.	Appd.



PEDERNALES ELECTRIC COOPERATIVE, INC.

JOHNSON CITY, TEXAS

WILCO STEWARD JUNCTION SE

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 30 days after PEC completes their relocation

Estimated Completion Date: Duration of relocation will take 45 days

Attachment C
Eligibility Ratio

**See Attachment "H" for proof of property interest, which is established at
100 % eligible.**

Seward Junction Southeast

ELIGIBILITY RATIO SUMMARY

Pedernales Electric Coop

SHEET No. & Sta. Limits		Poles Non-Eligible	Poles Eligible	Poles Outside of Project
15PECL3010-01	272+27 to 265+37	0	4	1
15PECL3010-02	258+57 to 263+69	0	2	2
15PECL3010-02	210+84 to 212+91	0	2	0
15PECL3010-03	254+48 to 258+57	0	2	0
TOTAL =		0	10	3

ELIGIBILITY RATIO = 100.00%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E
Proof of Property Interest

Attachment F
"TxDOT Permit"

APPROVAL

To Mark Evans

Pedernales Electric Coop

PO Box 2048

Liberty Hill, TX 78642

Date 6/17/2016

Application No. AUS20160516105416

District App. No. 012

Highway SH 0029

Control Section 033701

Maintenance Section Williamson Co Maintenance

County Williamson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20160516105416 (District Application No. 012) dated 6/17/2016 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

Aerial TCP 2-1 12

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	Wayne Robinson
Title	Utility Coordinator
District	Austin

SPECIAL PROVISIONS FOR THE INSTALATION OF POWER AND COMMUNICATION LINES

Texas Department of Transportation Austin District Permit Office
7901 N. IH35 Bldg 1, Austin, TX 78753

The contractor performing the utility installation work will be held responsible for verifying the existence of all utility lines within the right of way (ROW) prior to performing ground work such as, but not limited to: trenching, digging or boring. If there are any traffic signals or street lighting within 1,000' of the approved assignment, the contractor must notify TX Dot's Traffic Signal Dept at 512-832-7200 for a cable locate. One Call will not locate utility lines that operate traffic signals, flashing beacons, or street lighting, belonging to TxDOT. It will be the contractor's responsibility to check with TxDOT before doing ground work that may damage these existing facilities. If any TxDOT traffic signal or street lighting system becomes damaged, the contractor must notify TxDOT immediately to coordinate repairs.

The applicant will be responsible for the safety and convenience of the traveling public at all times, and shall meet all applicable requirements of the "Texas Manual on Uniform Traffic Control Devices" to view this online: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/eserve/standard.toc.htm> as well as any special TxDOT recommendations and requirements.

In work areas, where construction equipment might have direct contact with the roadway, it will be the responsibility of the contractor, and or utility company performing the work to keep the roadways clean and free of debris at all times. Any mud and or debris must be removed from the road immediately. Work must be suspended in inclement weather until the road surface becomes dry.

Utility companies or their contractors may work on TxDOT right of way (ROW) during daylight hours Monday thru Friday unless night time lane closures are required by TxDOT. No utility construction work will be allowed on Saturdays and Sundays unless the contractor has written permission from TxDOT personal reflected on the approved permit. Day Time lane closure hours are from 9:00 AM to 4:00 PM Monday through Friday. If Night Time Lane Closure is required by TxDOT, the times are from 8:00 PM to 5:00 AM Sunday Evening through Friday morning.

The minimum clearance's for aerial lines within the state ROW are as follows:

Communication and CATV lines shall be eighteen feet 18'.

Power lines twenty-two feet 22'.

Bridges and roadways with grade separation require thirty feet 30'.

All poles, cable closures, and risers for underground utilities shall be located within eighteen inches (18") of the right-of-way line.

No guy wires shall be set in the right-of-way farther than three feet (3') from the property line.

Pole installations shall not exceed twenty-four inches (24") from the right-of-way line to the centerline of pole. The base of the pole and or where the pole enters the ground should not exceed 36".

Damaged or missing monuments, signs, or right-of-way markers, must be repaired or replaced at the expense of the utility company or their contractor. If this work is not done within a timely manner and to our standards, TxDOT will correct the deficiency and bill the utility for all associated expenses incurred.

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: November 21, 2016
CobbFendley Job: 1403-088-03
Re: Seward Junction SE
Charter Spectrum Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Charter Spectrum's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ As Requested

☐ For Your Use

☐ For Review & Comment

Received

NOV 21 2016

HNTB Corporation
Round Rock

Mr. Church:

Please see the attached Charter Spectrum's Utility Agreement Package for the above project, we have reviewed and approved it in the amount of \$21,869.00.


If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED



Melissa Horn, Principal