MINUTES OF BOARD OF DIRECTORS MEETING APRIL 28, 2020

THE STATE OF TEXAS COUNTY OF HARRIS HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

The Board of Directors (the "*Board*") of Harris County Municipal Utility District No. 109 (the "*District*") convened in special session on Tuesday, April 28, 2020 at 2:15 p.m. via teleconference pursuant to Section 551.125, Texas Gov't Code as modified by the temporary suspension of certain provisions thereof pursuant to guidelines issued by the Texas Attorney General and approved by the Governor for use during the COVID-19 statewide disaster. A roll call was taken of the persons present:

Owen H. Parker, President Chris Green, Vice President Cheryl Moore, Secretary Robin Sulpizio, Assistant Secretary Nancy Frank, Assistant Secretary

All members of the Board were present, thus constituting a quorum. Also attending all or parts of the meeting were Mr. Cory Burton of Municipal Accounts & Consulting, LP, bookkeeper for the District; Mr. Bill Kotlan of BGE, Inc. ("BGE"), engineer for the District; and Mr. Dimitri Millas and Ms. Jane Maher of Norton Rose Fulbright US LLP ("NRF"), attorneys for the District.

Pursuant to Section 551.054, Texas Gov't Code, as modified by the temporary suspension of certain provisions thereof, notice of the meeting was posted on the District's website within the time limits prescribed by law. The agenda packet was posted on the website as items became available. Certificates of such posting are attached hereto as *Exhibit A*.

Call to Order. The President called the meeting to order. He noted that the meeting was being held by teleconference in accordance with federal, state and county directives to slow the spread of COVID-19 by avoiding meetings that bring people together. He said the notice of the meeting included a toll-free dial-in number for members of the public to call so they can hear the meeting and address the Board. He noted that the meeting was being recorded and a recording would be available upon public request. The President then set out guidelines for the conduct of the meeting. He asked each speaker to identify themselves before speaking. He then proceeded with the meeting business:

1. Consider and discuss Standard Utility Agreement and Advance Funding Agreement with Texas Department of Transportation for FM 1960 Widening, and such other matters as may properly come before it. President Parker recognized Mr. Millas, who presented to and reviewed with the Board the draft Advanced Funding Agreement ("AFA"), a copy of which is attached hereto as *Exhibit B*. He stated that the AFA has not been finalized but that the Texas Department of Transportation ("TxDOT") does not foresee any changes to the AFA. He stated that the District's portion of the cost is \$1,273,282.00 and that the District has to pay 45 days prior to the construction bid, which would be sometime in May. Mr. Kotlan noted that under the AFA, the District would provide for the engineering, design, operating and easement services, while TxDOT would handle the relocation of the utilities. He noted that the District's cost for construction, easements and engineering would be \$1,267,471.00. President Parker requested that the approval of the check be included on the next agenda.

Mr. Kotlan reviewed the Standard Utility Agreement ("SUA"), a copy of which is attached hereto as *Exhibit C*. He noted that the SUA is a standard agreement that TxDOT uses for utilities that need to be relocated.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve and authorize the execution of the SUA and AFA subject to the final review from TxDOT and NRF.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, the meeting was adjourned.

* * *

The above and foregoing minutes were passed and approved by the Board of Directors on May 19, 2020.

Isl Owen Parker President, Board of Directors

ATTEST:

<u>Isl Cheryl Moore</u> Secretary, Bøard of Directors



HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

NOTICE

In light of the Office of the Governor's statewide disaster declaration related to the spread of the COVID-19 virus, and the temporary suspension by the Texas Attorney General of certain provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings without requiring a physical meeting location open to the public, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in special session, <u>via</u> teleconference at 2:15 p.m. on **Tuesday, April 28, 2020**. Directors, consultants, and the general public may participate in the meeting by dialing the following telephone number toll free: <u>1-866-203-7023</u>; and using conference code 713-651-5259. Meeting documents will be made available at <u>https://www.waterdistrict109.com/meetings/index.html</u> prior to the meeting. At such meeting, the Board will consider and act on the following matters:

1. Consider and discuss Standard Utility Agreement and Advance Funding Agreement with Texas Department of Transportation for FM 1960 widening, and such other matters as may properly come before it.

(SEAL)



Norton Rose Fulbright US LLP Attorneys for District

Maher, Jane

From:The Texas Network <support@texasnetwork.com>Sent:Friday, April 24, 2020 12:03 PMTo:Maher, JaneSubject:RE: HCMUD No. 109 Special Agenda Posting

posted

Thank You! **The Texas Network LLC** – Creative Content, Design, and Marketing *Keep us in mind for any of your design, web, video, or brand development needs.* <u>www.texasnetwork.com</u>

From: Maher, Jane <jane.maher@nortonrosefulbright.com>
Sent: Thursday, April 23, 2020 3:27 PM
To: The Texas Network <support@texasnetwork.com>
Subject: HCMUD No. 109 Special Agenda Posting

Hi Russ,

Please post the attached agenda to 109's website and return the COP to me at your earliest convenience.

Thanks,

Jane Maher | Paralegal Norton Rose Fulbright US LLP 1301 McKinney, Suite 5100, Houston, Texas 77010-3095, United States Tel +1 713 651 5589 | Fax +1 713 651 5246 jane.maher@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

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STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and **Harris County MUD 109** ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number **115550** authorizes the State to undertake and complete a highway improvement generally described as: widening of FM 1960, from BF 1960A to East of Twigsworth Lane ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those

items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B. If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- **C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- **A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- **B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent

permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Utility:	State:
Harris County MUD 109	Director of Contract Services
c/o Norton Rose Fulbright	Texas Department of Transportation
Attn: Dimitri Millas, Attorney	125 E. 11 th Street
1301 McKinney Street, Suite 5100	Austin, Texas 78701
Houston TX 77010-3095	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State 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.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Owen Parker President

Date

THE STATE OF TEXAS

Eliza C. Paul, P.E. Houston District Engineer

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing waterline and sanitary sewer line shall be relocated and adjustments shall be made along **FM 1960, from BF 1960A to East of Twigsworth Lane**. The waterline facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$1,605,843.25. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the waterline and sanitary sewer line items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A. At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$1,273,282.00. (See Attachment B Estimated Utility Costs)
- **B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- **C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- **D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- **A.** The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline and sanitary sewer relocations and adjustments along FM 1960, from BF 1960A to East of Twigsworth Lane.

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Houston District Office.
- iii. Secure all necessary permitting as may be required for the installation of the waterline and sanitary sewer line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed waterline and sanitary sewer line during construction, and the relocation of waterline and sanitary sewer line and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing waterline and sanitary sewer line during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.
- **B.** The **State** shall provide the following services under this contract:
 - i. Combine the waterline and sanitary sewer line relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs \$1,605,843.25

Less Betterment Amount Due from Utility \$0

Amount of total utility relocation Costs \$1,605,843.25

Estimated Amount Eligible for Reimbursement (Calculated eligibility Ratio – 20.71%) \$332,562.40

Amount of Utility Adjustment Due from Utility \$1,273,282.00

Estimated amount to be included in Construction Agreement

A. BettermentB. Utility Adjustment		\$0 <u>\$1,605,843.25</u>
GRAND TOTAL		<u>\$1,605,843.25</u>

Betterment Ratio Calculation

Estimated Betterment Costs

1. \$0

2. \$0

Betterment Calculation:			
Total Costs of Betterment	(Estimated)	-	<u>\$0</u>
Total Costs of Project (Estima	ated)	-	\$1,605,843.25

Betterment Percentage for final cost determination: .0% of final cost of relocation Determination of Betterment – Comparison of estimated cost to replace "as is" versus estimated costs associated with the betterment.

Item A: N/A Item B: N/A



STANDARD UTILITY AGREEMENT

U-Number: U15952

District: Houston Federal Project No.: N/A ROW CSJ: 1685-03-058 Highway Project Letting Date: July 2020 County: Harris Highway: FM 1960 From: BF 1960A To: East of Twigsworth Ln

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, **("State**"), and HCMUD 109, ("**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 **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** 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 the **Utility** as indicated in the following statement of work: MUD 109 water and wastewater pipeline relocations on FM 1960 W that conflict with the roadway expansion from BF 1960A to east of Twigsworth Lane (STA 2585+05 to STA 2795+00). The pipe diameters of the proposed PVC MUD 109 water line range from 6"-12" and span a length of 3,236 feet. The pipe diameter of the proposed ductile iron MUD 109 water line is 8" and spans a length of 3,351 feet. The easement acquisition is targeted to be completed in November 2020 with construction work starting in December 2020 and ending 8-12 months thereafter.; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the State, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for 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 **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** 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, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility,

Initial Date TxDOT Date Utility

Initial

use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

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 the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. 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.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, 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 **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$331,045 as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **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 **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

- 1. Standard Utility Agreement ROW-U-35;
- 2. Plans, Specifications, and Estimated Costs (Attachment "A");
- 3. Accounting Method (Attachment "B");
- 4. Schedule of Work (Attachment "C");
- 5. Statement Covering Contract Work ROW-U-48 (Attachment "D");
- Utility Joint Use Acknowledgment ROW-U-JUAA and/or Utility Installation Request Form 1082 (Attachment "E");
- 7. Eligibility Ratio (Attachment "F");
- 8. Betterment Calculation and Estimate (Attachment "G"); and
- 9. Proof of Property Interest ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H").

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

Initial	Date
	TxDOT

costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

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

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** 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 that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** 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

EXECUTION RECOMMENDED:

Utility:	Harris County MUD No. 109	
	Name of Utility	

By:

Authorized Signature

Owen Parker Print or Type Name

Title: Board President

Date:

Director of TP&D (or designee), Houston District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:

District Engineer (or designee)

Date:

Attachment "A" Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).



ENGINEER'S OPINION OF TXDOT REIMBURSEMENT FM 1960, CSJ 1685-03-058 MUD 109 - Option B, Summary

ELIGIBILITY RATIO	20.71%	DATE:	4/17/2020
	Cost	HCMUD 109 Portion	TxDOT Portion
Construction	\$1,377,135	\$1,091,938	\$285,198
Easements	\$11,155	\$8,845	\$2,310
Engineering	\$210,225	\$166,688	\$43,537
TOTAL	\$1,598,515	\$1,267,471	\$331,045



ITEM NUMBER	BUY AMERICA	ITEM	CODE	DESCRIPTION	UNIT	UNIT COST	DATE: TOTAL QTY	4/17/2020 COST
01	AMERICA	162	6002	BLOCK SODDING	SY	\$6.00	270	\$1,620.00
02		166	6001	FERTILIZER	AC	\$700.00	0	\$70.00
03		168	6001	VEGETATIVE WATERING	MG	\$16.00	12	\$192.00
04		402	6001	TRENCH EXCAVATION PROTECTION	LF	\$2.40	3360	\$8,064.00
05		7017	6088	AIR RELEASE VALVE (2 IN)	EA	\$12,000.00	3	\$36,000.00
06		7017	6110	POST CONSTRUCTION TELEVISION INSPECTION	LF	\$2.40	3360	\$8,064.00
07		7017	6129	REMOVE EXIST SAN SWR PIPE (8IN)	LF	\$30.00	3351	\$100,530.00
08		7017	6140	PRE-CONSTRUCTION TELEVISION INSPECTION	LF	\$3.60	3360	\$12,096.00
09	*	7017	6141	SAN SEWER (8IN) (DI) (RESTRAINED JT)	LF	\$190.00	3360	\$638,400.00
10		7017		BYPASS SYSTEM	LS		1	\$0.00
11		7017		DUCTILE IRON FITTINGS	TON		1	\$0.00
12		7049	6017	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LF	\$84.00	922	\$77,448.00
13		7049	6068	JCK TUN BOR OR AUG CSG (STL) (16IN)	LF	\$500.00	135	\$67,500.00
14		7049	6076	SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	\$2,400.00	4	\$9,600.00
15		7049	6077	SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	\$2,800.00	3	\$8,400.00
16	*	7049	6104	FIRE HYDRANT ASSEMBLY	EA	\$4,800.00	10	\$48,000.00
17		7049	6115	REMOVING WATER VALVE AND BOX	EA	\$400.00	12	\$4,800.00
18		7049	6116	REMOVING AND RELOCATING METER AND BOX	EA	\$350.00	1	\$350.00
19		7049	6119	REMOVING AND SALVAGING FIRE HYDRANT	EA	\$450.00	10	\$4,500.00
20		7049	6127	CUT AND PLUG WATER MAIN (8IN)	EA	\$1,500.00	2	\$3,000.00
21		7049	6129	CUT AND PLUG WATER MAIN (12IN)	EA	\$1,800.00	2	\$3,600.00
22		7049	6140	WET CONNECTION (8IN)	EA	\$1,800.00	2	\$3,600.00
23		7049	6142	WET CONNECTION (12IN)	EA	\$4,800.00	3	\$14,400.00
24		7049	6176	TRENCH EXCAVATION PROTECTION	LF	\$2.40	3348	\$8,035.20
25	*	7049	6185	CASING STEEL (16 IN)	LF	\$330.00	135	\$44,550.00
26		7049	6200	WTR MAIN PIPE(PVC)(6 IN)(DR 18) (C900)	LF	\$54.00	130	\$7,020.00
27		7049	6201	WTR MAIN PIPE(PVC)(8 IN)(DR 18) (C900)	LF	\$98.00	2452	\$240,296.00
28		7049	6213	2" BLOW-OFF VALVE	EA	\$6,000.00	2	\$12,000.00
29		7049	XXXX	1" AIR RELEASE VALVE	EA	\$5,000.00	3	\$15,000.00
30		7049		GROUT ABANDONED LINES	CY		82	\$0.00
31		7049		12" GATE VALVE AND BOX	EA		2	\$0.00
32		7049		8" GATE VALVE AND BOX	EA		7	\$0.00
33		7049		DUCTILE IRON FITTINGS	TON		3	\$0.00
						Total		\$1,377,135



DATE: 4/17/2020

Conflict #	Total Cost	Eligibility Ratio	HCMUD 109 Portion	TxDOT Portion
1	\$457,160	58.71%	\$188,761	\$268,399
2	2 \$116,821		\$100,022	\$16,799
3	\$803,154	0.00%	\$803,154	\$0
TOTAL	\$1,377,135	20.71%	\$1,091,938	\$285,198



							DATE:	4/17/2020
ITEM NUMBER	BUY AMERICA	ITEM	CODE	DESCRIPTION	UNIT	UNIT COST	TOTAL QTY	COST
01		162	6002	BLOCK SODDING	SY	\$6.00	270	\$1,620.00
02		166	6001	FERTILIZER	AC	\$700.00	0.10	\$70.00
03		168	6001	VEGETATIVE WATERING	MG	\$16.00	12.00	\$192.00
04		402	6001	TRENCH EXCAVATION PROTECTION	LF	\$2.40	0	\$0.00
05		7017	6088	AIR RELEASE VALVE (2 IN)	EA	\$12,000.00	0	\$0.00
06		7017	6110	POST CONSTRUCTION TELEVISION INSPECTION	LF	\$2.40	0	\$0.00
07		7017	6129	REMOVE EXIST SAN SWR PIPE (8IN)	LF	\$30.00	0	\$0.00
08		7017	6140	PRE-CONSTRUCTION TELEVISION INSPECTION	LF	\$3.60	0	\$0.00
09	*	7017	6141	SAN SEWER (8IN) (DI) (RESTRAINED JT)	LF	\$190.00	0	\$0.00
10		7017		BYPASS SYSTEM	LS		0	\$0.00
11		7017		DUCTILE IRON FITTINGS	TON		0.0	\$0.00
12		7049	6017	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LF	\$84.00	867	\$72,828.00
13		7049	6068	JCK TUN BOR OR AUG CSG (STL) (16IN)	LF	\$500.00	40	\$20,000.00
14		7049	6076	SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	\$2,400.00	4	\$9,600.00
15		7049	6077	SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	\$2,800.00	3	\$8,400.00
16	*	7049	6104	FIRE HYDRANT ASSEMBLY	EA	\$4,800.00	9	\$43,200.00
17		7049	6115	REMOVING WATER VALVE AND BOX	EA	\$400.00	12	\$4,800.00
18		7049	6116	REMOVING AND RELOCATING METER AND BOX	EA	\$350.00	1	\$350.00
19		7049	6119	REMOVING AND SALVAGING FIRE HYDRANT	EA	\$450.00	9	\$4,050.00
20		7049	6127	CUT AND PLUG WATER MAIN (8IN)	EA	\$1,500.00	1	\$1,500.00
21		7049	6129	CUT AND PLUG WATER MAIN (12IN)	EA	\$1,800.00	1	\$1,800.00
22		7049	6140	WET CONNECTION (8IN)	EA	\$1,800.00	1	\$1,800.00
23		7049	6142	WET CONNECTION (12IN)	EA	\$4,800.00	1	\$4,800.00
24		7049	6176	TRENCH EXCAVATION PROTECTION	LF	\$2.40	3175	\$7,620.00
25	*	7049	6185	CASING STEEL (16 IN)	LF	\$330.00	40	\$13,200.00
26		7049	6200	WTR MAIN PIPE(PVC)(6 IN)(DR 18) (C900)	LF	\$54.00	120	\$6,480.00
27		7049	6201	WTR MAIN PIPE(PVC)(8 IN)(DR 18) (C900)	LF	\$98.00	2325	\$227,850.00
28		7049	6213	2" BLOW-OFF VALVE	EA	\$6,000.00	2	\$12,000.00
29		7049	XXXX	1" AIR RELEASE VALVE	EA	\$5,000.00	3	\$15,000.00
30		7049		GROUT ABANDONED LINES	CY		64	\$0.00
31		7049		12" GATE VALVE AND BOX	EA		1	\$0.00
32		7049		8" GATE VALVE AND BOX	EA		7	\$0.00
33		7049		DUCTILE IRON FITTINGS	TON		2.0	\$0.00
					•	Total		\$457,160
						Eligibility Ratio		58.71%
						Anticipated ML	JD Portion	\$188,761
						Anticipated Tx	OOT Portion	\$268,399



							DATE:	4/17/2020
ITEM NUMBER	BUY AMERICA	ITEM	CODE	DESCRIPTION	UNIT	UNIT COST	TOTAL QTY	COST
01		162	6002	BLOCK SODDING	SY	\$6.00	0	\$0.00
02		166	6001	FERTILIZER	AC	\$700.00	0.00	\$0.00
03		168	6001	VEGETATIVE WATERING	MG	\$16.00	0.00	\$0.00
04		402	6001	TRENCH EXCAVATION PROTECTION	LF		0	\$0.00
05		7017	6088	AIR RELEASE VALVE (2 IN)	EA	\$12,000.00	0	\$0.00
06		7017	6110	POST CONSTRUCTION TELEVISION INSPECTION	LF	\$2.40	0	\$0.00
07		7017	6129	REMOVE EXIST SAN SWR PIPE (8IN)	LF	\$30.00	0	\$0.00
08		7017	6140	PRE-CONSTRUCTION TELEVISION INSPECTION	LF	\$3.60	0	\$0.00
09	*	7017	6141	SAN SEWER (8IN) (DI) (RESTRAINED JT)	LF	\$190.00	0	\$0.00
10		7017		BYPASS SYSTEM	LS	\$12,000.00	0	\$0.00
11		7017		DUCTILE IRON FITTINGS	TON		0	\$0.00
12		7049	6017	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LF	\$84.00	55	\$4,620.00
13		7049	6068	JCK TUN BOR OR AUG CSG (STL) (16IN)	LF	\$500.00	95	\$47,500.00
14		7049	6076	SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	\$2,400.00	0	\$0.00
15		7049	6077	SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	\$2,800.00	0	\$0.00
16	*	7049	6104	FIRE HYDRANT ASSEMBLY	EA	\$4,800.00	1	\$4,800.00
17		7049	6115	REMOVING WATER VALVE AND BOX	EA	\$480.00	0	\$0.00
18		7049	6116	REMOVING AND RELOCATING METER AND BOX	EA	\$155.00	0	\$0.00
19		7049	6119	REMOVING AND SALVAGING FIRE HYDRANT	EA	\$450.00	1	\$450.00
20		7049	6127	CUT AND PLUG WATER MAIN (8IN)	EA	\$1,500.00	1	\$1,500.00
21		7049	6129	CUT AND PLUG WATER MAIN (12IN)	EA	\$1,800.00	1	\$1,800.00
22		7049	6140	WET CONNECTION (8IN)	EA	\$1,800.00	1	\$1,800.00
23		7049	6142	WET CONNECTION (12IN)	EA	\$4,800.00	2	\$9,600.00
24		7049	6176	TRENCH EXCAVATION PROTECTION	LF	\$2.40	173	\$415.20
25	*	7049	6185	CASING STEEL (16 IN)	LF	\$330.00	95	\$31,350.00
26		7049	6200	WTR MAIN PIPE(PVC)(6 IN)(DR 18) (C900)	LF	\$54.00	10	\$540.00
27		7049	6201	WTR MAIN PIPE(PVC)(8 IN)(DR 18) (C900)	LF	\$98.00	127	\$12,446.00
28		7049	6213	2" BLOW-OFF VALVE	EA	\$6,000.00	0	\$0.00
29		7049	XXXX	1" AIR RELEASE VALVE	EA	\$5,000.00	0	\$0.00
30		7049		GROUT ABANDONED LINES	CY		18	\$0.00
31		7049		12" GATE VALVE AND BOX	EA		1	\$0.00
32		7049		8" GATE VALVE AND BOX	EA		0	\$0.00
33		7049		DUCTILE IRON FITTINGS	TON		1.0	\$0.00
					•	Total	·	\$116,821
						Eligibility Ratio		14.38%
						Anticipated MU	JD Portion	\$100,022
						Anticipated Tx	OOT Portion	\$16,799



ITEM	BUY	ITEM	CODE	DESCRIPTION	UNIT	UNIT	DATE: TOTAL QTY	4/17/202 COST
NUMBER	AMERICA		CODE	DESCRIPTION	ONIT	COST	TOTAL QTT	6051
01		162	6002	BLOCK SODDING	SY	\$6.00	0	\$0.00
02		166	6001	FERTILIZER	AC	\$700.00	0.00	\$0.00
03		168	6001	VEGETATIVE WATERING	MG	\$16.00	0.00	\$0.00
04		402	6001	TRENCH EXCAVATION PROTECTION	LF	\$2.40	3360	\$8,064.00
05		7017	6088	AIR RELEASE VALVE (2 IN)	EA	\$12,000.00	3	\$36,000.00
06		7017	6110	POST CONSTRUCTION TELEVISION INSPECTION	LF	\$2.40	3360	\$8,064.00
07		7017	6129	REMOVE EXIST SAN SWR PIPE (8IN)	LF	\$30.00	3351	\$100,530.00
08		7017	6140	PRE-CONSTRUCTION TELEVISION INSPECTION	LF	\$3.60	3360	\$12,096.00
09	*	7017	6141	SAN SEWER (8IN) (DI) (RESTRAINED JT)	LF	\$190.00	3360	\$638,400.00
10		7017		BYPASS SYSTEM	LS		1	\$0.00
11		7017		DUCTILE IRON FITTINGS	TON		1	\$0.00
12		7049	6017	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LF	\$84.00	0	\$0.00
13		7049	6068	JCK TUN BOR OR AUG CSG (STL) (16IN)	LF	\$500.00	0	\$0.00
14		7049	6076	SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	\$2,400.00	0	\$0.00
15		7049	6077	SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	\$2,800.00	0	\$0.00
16	*	7049	6104	FIRE HYDRANT ASSEMBLY	EA	\$4,800.00	0	\$0.00
17		7049	6115	REMOVING WATER VALVE AND BOX	EA	\$480.00	0	\$0.00
18		7049	6116	REMOVING AND RELOCATING METER AND BOX	EA	\$155.00	0	\$0.00
19		7049	6119	REMOVING AND SALVAGING FIRE HYDRANT	EA	\$450.00	0	\$0.00
20		7049	6127	CUT AND PLUG WATER MAIN (8IN)	EA	\$1,500.00	0	\$0.00
21		7049	6129	CUT AND PLUG WATER MAIN (12IN)	EA	\$1,800.00	0	\$0.00
22		7049	6140	WET CONNECTION (8IN)	EA	\$1,800.00	0	\$0.00
23		7049	6142	WET CONNECTION (12IN)	EA	\$4,800.00	0	\$0.00
24		7049	6176	TRENCH EXCAVATION PROTECTION	LF	\$2.40	0	\$0.00
25	*	7049	6185	CASING STEEL (16 IN)	LF	\$330.00	0	\$0.00
26		7049	6200	WTR MAIN PIPE(PVC)(6 IN)(DR 18) (C900)	LF	\$54.00	0	\$0.00
27		7049	6201	WTR MAIN PIPE(PVC)(8 IN)(DR 18) (C900)	LF	\$98.00	0	\$0.00
28		7049	6213	2" BLOW-OFF VALVE	EA	\$6,000.00	0	\$0.00
29		7049	XXXX	1" AIR RELEASE VALVE	EA	\$5,000.00	0	\$0.00
30		7049		GROUT ABANDONED LINES	CY		0	\$0.00
31		7049		12" GATE VALVE AND BOX	EA		0	\$0.00
32		7049		8" GATE VALVE AND BOX	EA		0	\$0.00
33		7049		DUCTILE IRON FITTINGS	TON		0	\$0.00
						Total	•	\$803,154
						Eligibility Ratio		0.00%
						Anticipated ML	JD Portion	\$803,154
						Anticipated TxI		\$0

			MUD 109 Relocation - Ea	asemen	t Cos	ts		
Tract	<u>PIDN</u>	Legal Description	Owner/Address/Primary Contact/Phone #	<u>Type</u> (W/S)	<u>Linear</u> <u>Feet</u>	<u>Sq. Ft.</u>	FOL Offer \$	<u>Comments</u>
TX-HA-109-001	1020630000008	RES A BLK 1 BELLEAU WOOD EAST	WU & CHEN INVESTMENT LLC 10411 CHAMOMILE GREEN CT HOUSTON TX 77070-5586 Cong lan Chen Shrina 832-270-7786	w	<u>145.00</u>	<u>2900</u>	\$3185	 11-1-19: Vesting complete. Waiting on approved IOL letter, offer amount and easement. Investigating parcels for possible access. 12-3-19: Sent IOL packet. 12-6-19: Agent contacted Mr. Chen. Will have his representative get in touch with us next week to discuss. 12-12-19: Spoke to Ms. Wu. She and her husband will talk about the easement and price and get back to us next week. 1-8-20: CLOSED
TX-HA-109-002	1153460000001	RES A ATASCOCITA WEST SEC 3	81 SANTA CLARA LLC PO BOX 579 DANA POINT CA 92629-0579 Melvin J. Hoeffliger 949-643-0210 Tenant: Starbucks Magnolia lopez 832-317-0705	W	<u>112.00</u>	<u>2240</u>	\$2225	 11-1-19: Vesting complete. Waiting on approved IOL letter, offer amount and easement. Investigating parcels for possible access 12-3-19: Sent IOL packet. 12-7-19: Called Mr. Hoeffliger, left message. 12-9-19: Spoke to Mr. Hoeffliger. Will call us next week, he was out of the country. 12-11-19: Mr. Hoeffliger informed us he'll sign the easement and mail it back to us this week. 12-19-20: Called Mr. Hoeffliger, he's been ill but will get easement back to us after the 1st. 1-13-20: CLOSED.
TX-HA-109-003	1084970000036	RES E1 BLK 10 OAKS OF ATASCOCITA SEC 1	GUARDIAN CLEANER LLC 5407 FM 1960 RD E HUMBLE TX 77346-2626 Kim Tran 832-816-5277 Henry Nguyen 832-656-0000	W	<u>80.20</u>		\$5,745	 11-1-19: Vesting complete. Waiting on approved IOL letter, offer amount and easement. Investigating parcels for possible access. 12-3-19: Sent IOL packet. 12-6-19: Met with Ms. Tran. Discussed possible impact to property. Will discuss with her husband. Set up a meeting on 12-12-19. 12-12-19: Met with Ms. Tran. Concerned about having to close her dry cleaning business during construction if she has no water. I told her we'd get with the engineers to discuss. Meeting her next Fiday. 12-20-19: Met with Ms. Tran. Her husband is out of town and can't meet until January. 1-7-20: Called Ms. Tran, she'll see when husband can meet. Told her we can meet anytime. 1-16-20: Called, left message. 1-24-20: Requested property be staked. 2-10-20: Property will be staked Tuesday. 2-11-20: Property was staked. Agent met with Ms. Tran. Mr. Nguyen is sick but will try to meet to sign the end of this week. 2-17-20: Talked to Mr. Nguyen. Set up meeting for Thursday, 2/20. 2-20-20: CLOSED

337.20 6744 \$11,155

HCMUD 109 0.0102 OF ONE ACRE PROPOSED 10' WIDE WATERLINE EASEMENT

DESCRIPTION OF A 0.0102 ACRE TRACT OF LAND SITUATED IN THE WILLIAM VICKINS SURVEY, ABSTRACT NO. 822 HARRIS COUNTY, TEXAS

BEING a 0.0102 acre (445 square foot) tract of land situated in the Thomas W. Marshall Survey, Abstract No. 540 of Harris County, Texas and being a portion of a called 0.5175 acre tract of land as described in an instrument to 81 Santa Clara, LLC recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20150423891, and being out of Unrestricted Reserve "A" of ATASCOCITA WEST SECTION THREE, a subdivision per plat recorded under Volume 311, Page 8 of the Harris County Map Records (H.C.M.R.), said 0.0102 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to a called 0.6887 acre tract as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

COMMENCING at the common Northeast corner of said 0.5175 acre tract and said Unrestricted Reserve "A", same being the most Easterly Southeast corner of Restricted Reserve "B" of ATASCOCITA WEST SECTION FOUR, a subdivision per plat recorded under Volume 320, Page 118 of the H.C.M.R., lying on the West right-of-way line of Timber Forest Drive (100 feet wide) as shown on OAKS OF ATASCOCITA SECTION ONE, a subdivision per plat recorded under Volume 223, Page 107 of the H.C.M.R. from which an aluminum monument stamped "GULF OIL CORP" bears S 04°20' W, 0.92 feet;

THENCE, S 04°42'00" E, along and with the common East line of said Unrestricted Reserve "A" and said 0.5175 acre tract, same being the West right-of-way line of said Timber Forest Drive, a distance of 100.90 feet to the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

THENCE, S 04°42'00" E, continuing along and with the common East line of said Unrestricted Reserve "A" and said 0.5175 acre tract, same being the West right-of-way line of said timber Forest Drive, a distance of 8.49 feet to an aluminum TXDOT monument found for the most Easterly Southeast corner of the herein described tract and the Northeast corner of a cutback line at the West right-of-way line of said Timber Forest Drive and the North right-of-way line of F.M. 1960 (width varies) recorded under Volume 1017, Page 506 of the Harris County Deed Records and H.C.C.F. No. RP-2019-314279;

THENCE, S 42°19'01" W, along and with said cutback line, a distance of 36.60 feet to an aluminum TXDOT monument found for the most Southerly Southeast corner of the herein described tract and the Southwest corner of said cutback line;

THENCE, S 89°25'34" W, along and with the North right-of-way line of said F.M. 1960, a distance of 13.65 feet to the Southwest corner of the herein described tract;

THENCE, N 42°19'01" E, over and across said Unrestricted Reserve "A" and said 0.5175 acre tract, a distance of 48.01 feet to the Northwest corner of the herein described tract;

HCMUD 109 0.0102 OF ONE ACRE PROPOSED 10' WIDE WATERLINE EASEMENT

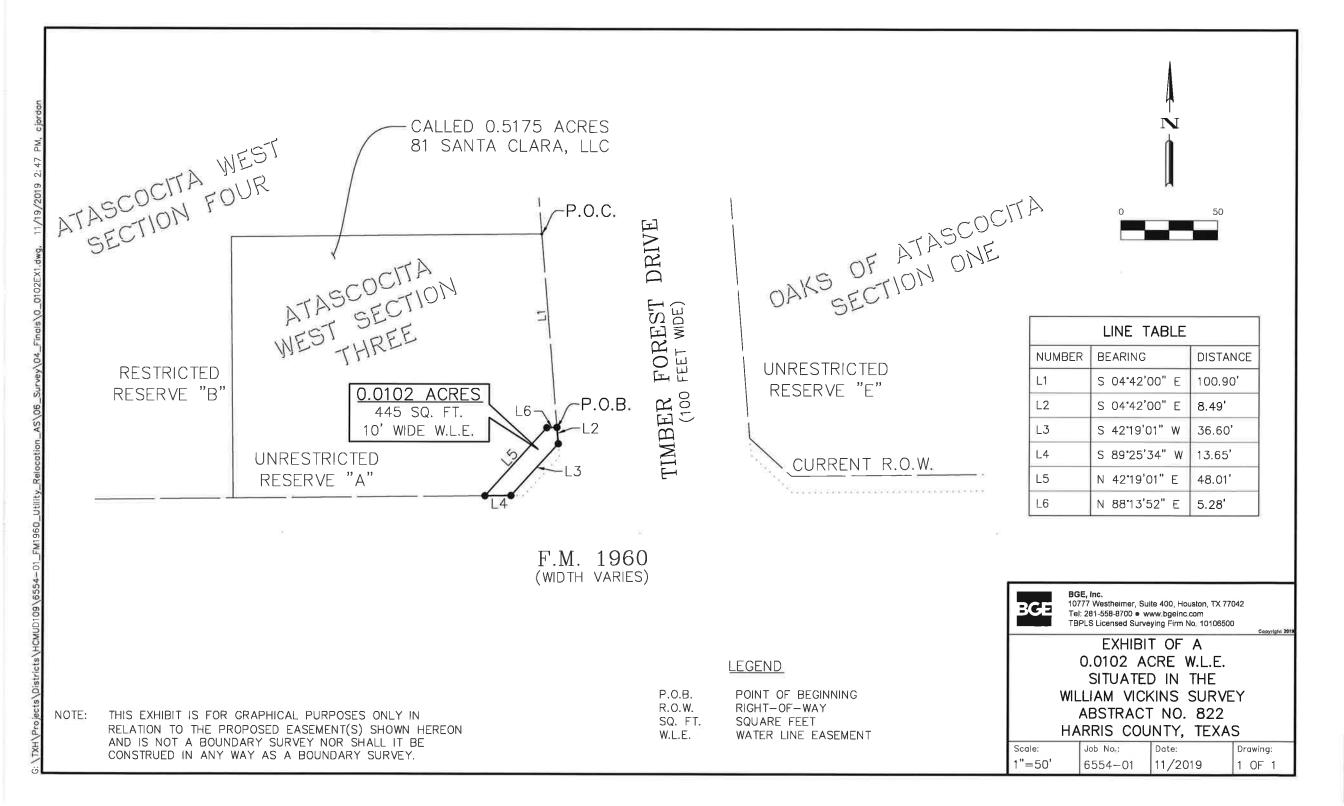
NOVEMBER 19, 2019 JOB NO. 6554-01

THENCE, N 88°13'52" E, continuing over and across said Unrestricted Reserve "A" and said 0.5175 acre tract, a distance of 5.28 feet to the **POINT OF BEGINNING** and containing 0.0102 of one acre (445 square feet) of land.

The above description is not to be used for fee conveyance.



Chris Jordan RPLS No. 6750 BGE, Inc. 10777 Westheimer Road, Suite 400 Houston, Texas 77042 Telephone: (281) 558-8700 TBPLS Licensed Surveying Firm No. 10106500



HCMUD 109 0.0146 OF ONE ACRE PROPOSED 5' WIDE WATERLINE EASEMENT

DESCRIPTION OF A 0.0146 ACRE TRACT OF LAND SITUATED IN THE THOMAS W. MARSHALL SURVEY, ABSTRACT NO. 540 HARRIS COUNTY, TEXAS

BEING a 0.0146 acre (637 square foot) tract of land situated in the Thomas W. Marshall Survey, Abstract No. 540 of Harris County, Texas and being a portion of a called 0.6969 acre tract of land as described in an instrument to Wu & Chen Investment LLC recorded under Harris County Clerk's File Number (H.C.C.F. No.) RP-2017-338251, and being out of Unrestricted Reserve "A" of BELLEAU WOOD EAST, a subdivision per plat recorded under Volume 158, Page 131 of the Harris County Map Records, said 0.0146 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North right-of-way line of F.M. 1960 as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

BEGINNING at a scribed "X" in concrete found for the most Easterly Southeast corner of the herein described tract and the Northeast corner of a called 0.1424 acre tract of land described in an instrument to the State of Texas recorded under H.C.C.F. No. RP-2019-223805, same being the intersection of the North right-of-way line of F.M. 1960 (width varies) recorded under Volume 1014, Page 65 of the Deed Records of Hariss County Texas and H.C.C.F. No. RP-2019-223805 and the West right-of-way line of Artesian Way (80 feet wide) as shown on said BELLEAU WOOD EAST;

THENCE, along and with the North right-of-way line of said F.M. 1960, the following courses and distances:

S 52°28'17" W, a distance of 5.46 feet to a scribed "X" in concrete found for an angle point;

N 88°55'31" W, a distance of 15.22 feet to scribed "X" in concrete found for the beginning of a tangent curve to the left;

In a Westerly direction, along said curve to the left, an arc distance of 109.15 feet, having a radius of 11,525.00 feet, a central angle of 00°32'33" and a chord which bears N 89°11'48" W, a distance of 109.15 feet to the Southwest corner of the herein described tract, lying on the common West line of said 0.6969 acre tract and said Unrestricted Reserve "A", same being the East line of a called 40.77 acre tract of land described in an instrument to Chevron U.S.A., Inc. recorded under H.C.C.F. No. D504809;

THENCE, N 02°03'54" W, along and with the East line of said 40.77 acre tract, same being the common West line of said 0.6969 acre tract and said Unrestricted Reserve "A", a distance of 5.01 feet to the Northwest corner of the herein described tract, same being the beginning of a non-tangent curve to the right from which its center bears S 00°31'52" W, 11,530.00 feet;

THENCE, In an Easterly direction, along said curve to the right and over and across said 0.6969 acre tract and said Unrestricted Reserve "A", an arc distance of 109.42 feet, having a radius of 11,530.00 feet, a central angle of 00°32'38" and a chord which bears S 89°11'50" E, a distance of 109.42 feet to a point for tangency;

HCMUD 109 0.0146 OF ONE ACRE PROPOSED 5' WIDE WATERLINE EASEMENT

NOVEMBER 19, 2019 JOB NO. 6554-01

THENCE, S 88°55'31" E, a distance of 19.75 feet to the Northeast corner of the herein described tract, lying on the West right-of-way line of said Artesian Way, same being the common East line of said 0.6969 acre tract and said Unrestricted Reserve "A", same further being the beginning of a non-tangent curve to the left from which its center bears S 79°21'47" E, 336.00 feet;

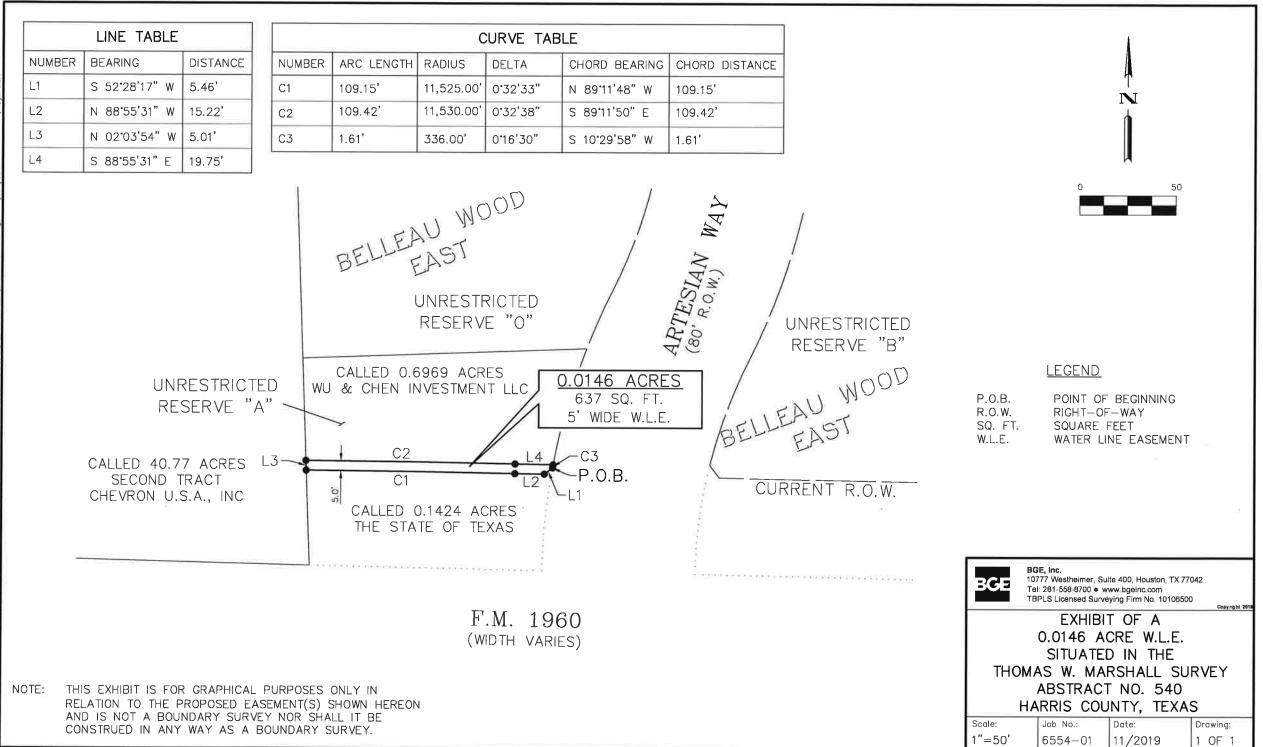
THENCE, In a Southerly direction, along said curve to the left, an arc distance of 1.61 feet, having a radius of 336.00 feet, a central angle of 00°16'30" and a chord which bears S 10°29'58" W, a distance of 1.61 feet to the **POINT OF BEGINNING** and containing 0.0146 of one acre (637 square feet) of land.

The above description is not to be used for fee conveyance.



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Chris Jordan RPLS No. 6750 BGE, Inc. 10777 Westheimer Road, Suite 400 Houston, Texas 77042 Telephone: (281) 558-8700 TBPLS Licensed Surveying Firm No. 10106500



HCMUD 109 0.0088 OF ONE ACRE PROPOSED 10' WIDE WATERLINE EASEMENT

DESCRIPTION OF A 0.0088 ACRE TRACT OF LAND SITUATED IN THE WILLIAM VICKINS SURVEY, ABSTRACT NO. 822 HARRIS COUNTY, TEXAS

BEING a 0.0088 acre (383 square foot) tract of land situated in the Thomas W. Marshall Survey, Abstract No. 540 of Harris County, Texas and being a portion of a called 0.6887 acre tract of land as described in an instrument to Guardian Cleaner, L.C.C. recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20080411652, and being out of Unrestricted Reserve "E" of OAKS OF ATASCOCITA SECTION ONE, a subdivision per plat recorded under Volume 223, Page 107 of the Harris County Map Records, said 0.0088 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to a called 0.6887 acre tract as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

COMMENCING at the Northwest corner of said 0.6887 acre tract, same being the most Westerly Southwest corner of a called 2.306 acre tract of land described in an instrument to Rice Tree, Inc. recorded under H.C.C.F. No. 20070202448, lying on the East right-of-way line of Timber forest Drive (80 feet wide)as shown on said OAKS OF ATASCOCITA SECTION ONE from which a found 1/2-inch iron rod bears S 19°15' W, 0.48 feet;

THENCE, S 04°44'01" E, along and with the common West line of said Unrestricted Reserve "E" and said 0.6887 acre tract, same being the East right-of-way line of said Timber Forest Drive to the **POINT OF BEGINNING** and the Northwest corner of the herein described tract;

THENCE, N 88°13'52" E, over and across said Unrestricted Reserve "E" and said 0.6887 acre tract, a distance of 5.93 feet to the Northeast corner of the herein described tract;

THENCE, S 47°52'36" E, continuing over and across said Unrestricted Reserve "E" and said 0.6887 acre tract, a distance of 42.21 feet to the most Southeast corner of the herein described tract, lying on the North right-of-way line of F.M. 1960 (width varies) recorded under Volume 1017, Page 506 of the Harris County Deed Records and H.C.C.F. No. RP-2019-138616;

THENCE, S 89°22'52" W, along and with the North right-of-way line of said F.M. 1960, a distance of 14.73 feet to an aluminum TXDOT monument found for the most Southerly Southwest corner of the herein described tract, same being the Southeast corner of a cutback line at the North right-of-way line of said F.M. 1960 and the East right-of-way line of said Timber Forest Drive;

THENCE, N 47°52'36" W, along and with said cutback line, a distance of 29.38 feet to the most Westerly Southwest corner of the herein described tract and the Northwest corner of said cutback line;

HCMUD 109 0.0088 OF ONE ACRE PROPOSED 10' WIDE WATERLINE EASEMENT

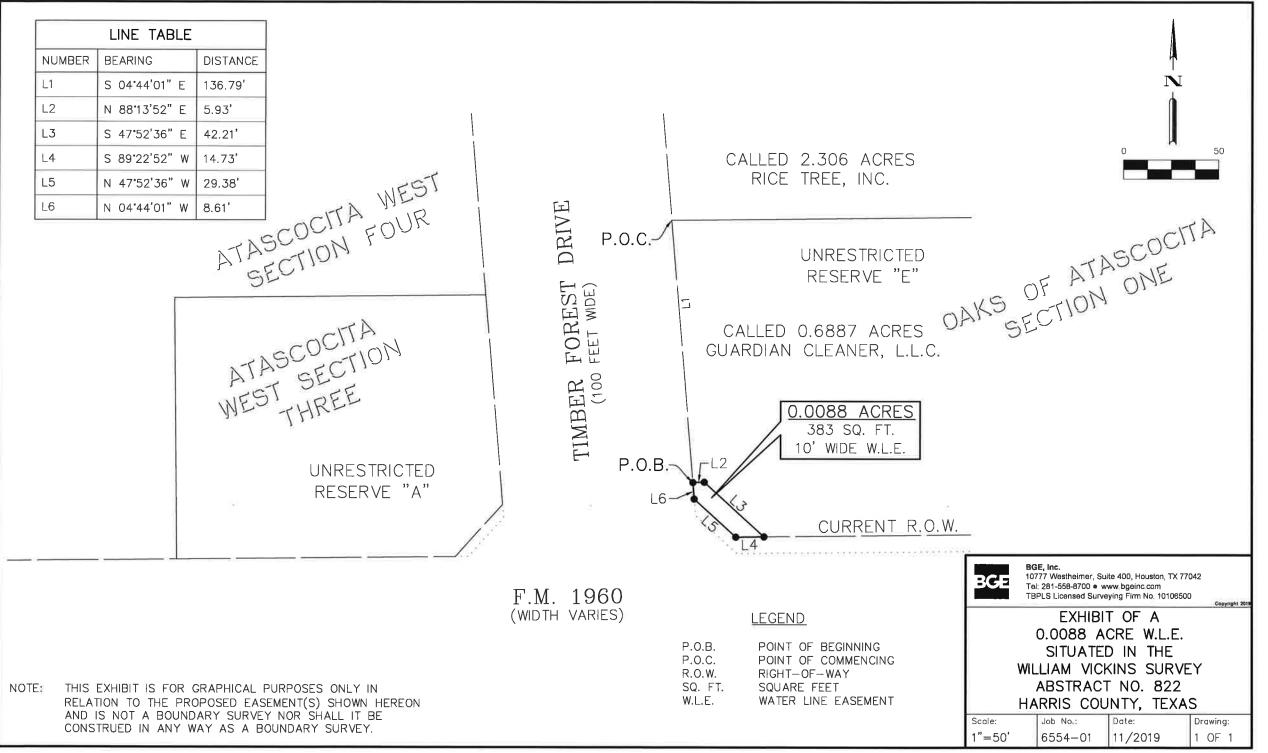
NOVEMBER 19, 2019 JOB NO. 6554-01

THENCE, N 04°44'01" W, along and with the common West line of said Unrestricted Reserve "E" and said 0.6887 acre tract, same being the East right-of-way line of said Timber forest Drive, a distance of 8.61 feet to the **POINT OF BEGINNING** and containing 0.0088 of one acre (383 square feet) of land.

The above description is not to be used for fee conveyance.



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		Project	Easement	Construction					
Title	Design	Management	Acquisition	Coordination	Total Hours	Rate		Tot	al
Senior Project Manager	40	20	20	30	110	\$	220.00	\$	24,200.00
Project Manager	125	50	30	50	255	\$	180.00	\$	45,900.00
Engineer	200	50	30	50	330	\$	120.00	\$	39,600.00
CAD Technician	350	10	10	10	380	\$	90.00	\$	34,200.00
RPLS	0	0	15	0	15	\$	155.00	\$	2,325.00
Survey Technician	0	0	30	0	30	\$	120.00	\$	3,600.00
Survey Crew	0	0	15	0	15	\$	160.00	\$	2,400.00
Easement Acquisition Consultant	0	0	100	0	100	\$	180.00	\$	18,000.00
Attorney	0	10	20	10	40	\$	400.00	\$	16,000.00
MUD Operator	0	0	0	200	200	\$	120.00	\$	24,000.00

Total \$ 210,225.00

PROJECT TOTALS	270	0,1	12	922	135	4	3	10	12	1	10	2	2	2	3	3348	1 35	1 30
В	0	0	0	55	95	0	0	1	0	0	1	1	1	1	2	173	95	10
Α	270	0.1	12	867	40	4	3	9	12	1	9	1	1	1	1	3175	40	120
CSJ 1685-03-058																		
	SY	AC	MG	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LF	LF	LF
	BLOCK SODDING		VEGETATIVE WATERING	WATER MAIN PIPE (PVC) (12IN) (DR18) (C900)	JCK TUN BOR OR AUG CSG (STL) (16IN)	SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	FIRE HYDRANT ASSEMBLY	REMOVING WATER VALVE AND BOX	REMOVING AND RELOCATING METER AND BOX	REMOVING AND SALVAGING FIRE HYDRANT	WATER MAIN (8IN)	CUT AND PLUG WATER MAIN (12IN)	WET CONNECTION (8IN)	WET CONNECTION (12IN)	TRENCH EXCAVATION PROTECTION	CASING STEEL (16 IN)	WTR MAIN PIPE(PVC)(IN)(DR 18 (C900)
LOCATION	# 162 6002	# 166 6001	# 168 6001	7049 6017	7049 6068	7049 6076	7049 6077	7049 6104	7049 6115	7049 6116	7049 6119	7049 6127	7049 6129	7049 6140	7049 6142	7049 6176	7049 6185	7049 6200

LOCATION	7049 6201	7049 6213	7049 XXXX	¥ 7049	X 7049	¥ 7049	¥ 7049
	WTR MAIN PIPE (PVC) (8 IN) (DR 18) (C900)	2" BLOW-OFF VALVE	1" AIR RELEASE VALVE	GROUT ABANDONED LINES	12" GATE VALVE AND BOX	8" GATE VALVE AND BOX	DUCTILE IRON FITTINGS
	LF	EA	EA	CY	EA	ΕA	TON
CSJ 1685-03-058							
Α	2325	2	3	64	1	7	2
В	127	0	0	18	1	0	1
PROJECT TOTALS	2452	2	3	82.0	2.0	7.0	3

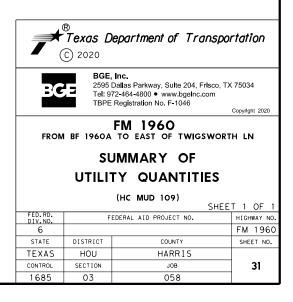
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LOCATION	# 402	7017	7017	7017	7017	7017	X 7017	¥ 7017
	6001	6088	6110	6129	6140	6141		
	TRENCH EXCAVATION PROTECTION	AIR RELEASE VALVE (2 IN)	POST CONSTRUCTION TELEVISION INSPECTION	REMOVE EXIST SAN SWR PIPE (8IN)		SAN SEWER (8IN) (DI) (RESTRAINED JT)	BYPASS SYSTEM	DUCTILE IRON FITTINGS
	LF	EA	LF	LF	LF	LF	LS	TON
CSJ 1685-03-058								
A	3360	3	3360	3351	3360	3360	1	1.03
PROJECT TOTALS	3360	3	3360	3351	3360	3360	1	1.03
			•	•	•			

 \bigstar for contractor's information only

QUANTITIES ARE WITHIN THE AREA OF PROPOSED EASEMENT ONLY. NOTE:

WATER MAIN PIPE (PVC) INCLUDES ALL SUBSIDIARY ITEMS. SUBSIDIARY ITEMS TO INCLUDE BUT NOT LIMITED TO ALL OTHER NECESSARY APPURTENANCES FOR CARRIER PIPE; GROUT ABANDONED LINE, ALL GATE VALVES AND DUCTILE IRON FITTINGS.



GENERAL CONSTRUCTION NOTES

GENERAL NOTES - OUTSIDE CITY LIMITS

- CONSTRUCT WASTEWATER COLLECTION SYSTEMS, WATER LINES AND STORM DRAINAGE IN ACCORDANCE WITH TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL). 1.
- 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 LONE STAR NOTIFICATION CENTER AT 800-669-8344 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING WATER, WASTEWATER AND STORM DRAINAGE LINES. DAMAGES SHALL BE REPAIRED IN ACCORDANCE WITH TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL).
- CONTRACTOR SHALL NOTIFY THE OFFICE OF THE CITY ENGINEER, HOUSTON PUBLIC 4. WORKS IN WRITING PRIOR TO COMMENCING CONSTRUCTION.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION 5. AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.
- CONTRACTOR SHALL COMPLY WITH LATEST EDITION OF OSHA REGULATIONS AND THE 6. STATE OF TEXAS LAWS CONCERNING EXCAVATION.
- CONTRACTOR SHALL COORDINATE WITH ALL LAND OWNERS, MUNICIPAL UTILITY DISTRICTS (MUDS), UTILITY OWNERS, TXDOT, AND OTHER PRIVATE ENTITY IMPACTED BY THIS PROJECT TO OBTAIN THE NECESSARY CONSTRUCTION AND/OR OPERATING EASEMENTS PRIOR TO CONSTRUCTION.

COMPACTION OF SITE FILL

- ALL AREAS TO BE FILLED ARE TO BE FREE OF VEGETATION, DEBRIS, PONDED WATER, LOOSE SOILS, MUD & MUCK. (STRIP 3" MIN.).
- THE PLACEMENT OF ANY FILL OR THE DISPOSAL OF ANY EXCESS MATERIAL ON ANY PORTION OF THIS PROJECT SHALL BE MADE IN EIGHT (8) INCH LOOSE LIFTS, UNIFORMLY SPREAD AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.

STORM WATER QUALITY PRE-CONSTRUCTION

INSPECTION REQUIREMENTS

- THE PROPERTY OWNER OR THE CONTRACTOR SHALL CONTACT THE HARRIS COUNTY STORM WATER QUALITY PERMITTING SECTION AT (713)956-3000 FOR A PRE-CONSTRUCTION INSPECTION PRIOR TO COMMENCING ANY CLEARING OR CONSTRUCTION ACTIVITIES ON THE SITE.
- IN AREAS WHERE THE PROJECT DESIGN INCORPORATES FILL ADJACENT TO NEIGHBORING LANDOWNERS, THE CONTRACTOR SHALL IMPLEMENT GRADING AND/OR PERIMETER RUNOFF CATCHMENT DEVICES (E.G.- PERIMETER DITCHES OR OTHER BEST MANAGEMENT PRACTICES) DURING CONSTRUCTION TO ENSURE THAT ADJACENT PARCELS BORDERING THE PROJECT SITE DO NOT EXPERIENCE INTERIM DRAINAGE FLOWS THAT EXCEED PRE-DEVELOPMENT CONDITIONS FOR STORM EVENTS UP TO AND INCLUDING THE CURRENT STORM DRAINAGE DESIGN CRITERIA AT THE TIME OF PERMIT OR CARRY SEDIMENT GENERATED AS PART OF CONSTRUCTION ACTIVITIES. WHERE APPLICABLE, THESE PRACTICES ARE IN ADDITION TO THE STANDARD STORM WATER POLLUTION DESIGN AND SHALL INCLUDE ADDITIONAD INCLMES REDIRECTING SITE DRAINAGE OR TEMPORARY PIPING. THIS NOTE IS NOT INTENDED TO ADDRESS ANY LIABILITY OR RESPONSIBILITY UNDER TEXAS WATER CODE 11.086

HARRIS COUNTY ENGINEERING DEPARTMENT DEVELOPMENT PROJECT SECTION CONSTRUCTION NOTES:

- AN ALTERNATIVE TO CEMENT STABILIZED SAND MAY BE USED AS BACKFILL FOR PIPES FIFTY FOUR (54) INCH AND LARGER, FROM 1-FOOT ABOVE THE TOP OF THE PIPE TO THE BOTTOM OF THE SUBGRADE. CONTRACTOR MAY BACKFILL WITH SUITABLE MATERIAL, PROVIDED THE BACKFILL MATERIAL IS PLACED IN EIGHT (8) INCH LIFTS AND MECHANICALLY COMPACTED TO NINTEY FIVE PERCENT (95%) STANDARD PROCTOR DENSITY. TESTS SHALL BE TAKEN AT ONE HUNDRED (100) FOOT INTERVALS ON EACH LIFT. BEDDING AND BACKFILL TO ONE (1) FOOT ABOVE THE TOP OF THE PIPE SHALL BE CEMENT-STABILIZED SAND.
- ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8" BRICK WALLS UNLESS OTHERWISE NOTED. 2.
- THE CONTRACTOR SHALL NOTIFY HARRIS COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT ARCHITECTURE AND ENGINEERING DIVISION PERMIT OFFICE TWENTY-FOUR (24) HOURS IN ADVANCE OF COMMENCING UTILITY AND/OR PAVING CONSTRUCTION (713)-274-3823 AND WRITTEN NOTIFICATION FORTY-EIGHT (48) HOURS IN ADVANCE OF COMMENCING CONSTRUCTION AT 10555 NORTHWEST FREEWAY, SUITE 120, HOUSTON, TX 77092.
- GUIDELINES SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"
- OWNER OR OWNER'S AGENT TO OBTAIN ALL PERMITS REQUIRED BY THE "REGULATIONS OF HARRIS COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT" PRIOR TO STARTING CONSTRUCTION.
- OWNER OR OWNER'S AGENT TO OBTAIN ALL NOTIFICATIONS REQUIRED BY HARRIS COUNTY, TEXAS PRIOR TO STARTING CONSTRUCTION OF UTILITIES AND/OR CULVERTS WITHIN HARRIS COUNTY AND HARRIS COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY.

BUY AMERICA REQUIREMENTS

- MATERIALS MUST MEET THE "BUY AMERICA" REQUIREMENTS SET FORTH BY THE 1 TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT).
- THE CONTRACTOR MAY CERTIFY ALL MATERIALS FOR THE ENTIRE PROJECT AT ONCE OR SUPPLIERS CAN CERTIFY EACH INDIVIDUAL STEP OR SEPARATE 2. PRODUCTION PROCESS.
- EVERY CERTIFICATION SHOULD CLEARLY REFERENCE THE HEAT NUMBER. WHEN 3 REVIEWING CERTIFICATIONS, COMPARE THE HEAT NUMBERS OR OTHER TRACING METHODS ON DELIVERED MATERIAL TO THE CERTIFICATION DOCUMENT TO ENSURE THAT THE INFORMATION IS THE SAME.
- A MILL CERTIFICATION SHOULD ALSO BE PRODUCED TO PROVE THAT THE RAW STEEL OR IRON WAS SMELTED AND FORMED IN THE UNITED STATES. THE CERTIFICATION CAN BE A SIGNED LETTER OR MERELY INCLUDED AS A SIGNED STATEMENT ON THE DELIVERY TICKETS.

WATER LINES

- WATER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL) SP7049 FOR WATER MAINS. 1.
- ALL 4" THROUGH 12" WATER LINE TO BE AWWA C-900 PVC DR-18 BLUE PRESSURE RATED WATER MAIN WITH 2" AND SMALLER WATER SERVICE LINE TO BE CONTINUOUS TYPE K COPPER TUBING PER COH STANDARD SPECIFICATION SECTION 02503. ALL 4" THRU 54" DI PIPE WATER LINES SHALL BE AWWA C151 WITH INSIDE LINING WITH AWWA C104 AND DOUBLE WRAPPED WITH 8-MIL POLYETHYLENE SHEETS.
- CONCRETE THRUST BLOCKS SHALL BE PROVIDED AS NECESSARY TO PREVENT PIPE MOVEMENT. USE RESTRAINED JOINTS WHERE PREVENTING MOVEMENT OF 16" OR GREATER PIPE IS NECESSARY DUE TO THRUST. 3.
- ALL WATER LINES UNDER PROPOSED OR FUTURE PAVING AND TO A POINT OF ONE (1) FOOT BACK OF ALL PROPOSED OR FUTURE CURBS SHALL BE ENCASED IN BANK SAND TO 12" OVER PIPE AND BACKFILLED WITH CEMENT STABILIZED SAND TO WITHIN ONE (1) FOOT OF SUBGRADE
- ALL WATER LINE AND SEWER LINE CROSSINGS SHALL BE CONSTRUCTED PER TxDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL) SP7049 FOR WATER MAINS, SP7017 FOR SANITARY SEWERE, AND TCEO REGULATIONS. 5.
- ALL WATER VALVES SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C-500 AND SHALL BE OF THE RESILIENT SEAT TYPE. 6.
- ALL WATER LINES TO BE DISINFECTED IN CONFORMANCE WITH AWWA C-651 AND THE TEXAS STATE DEPARTMENT OF HEALTH. AT LEAST ONE BACTERIOLOGICAL SAMPLE SHALL BE COLLECTED FOR EVERY 1,000 LINEAR FEET OF WATER LINE AND SHALL BE REPEATED 7. CONTMINATION PERSISTS.
- 8. ALL BELOW GRADE VALVES SHALL BE GASKETED, HUB-END GATE VALVES WITH A CAST IRON BOX, EXCEPT WHERE FLANGES ARE CALLED OUT ON THE PLANS.
- 4" THRU 12" FIT TINGS SHALL BE CEMENT MORTAR LINED COMPACT DUCTILE IRON PRESSURE FITTINGS PER ANSI A21.53, OR PUSH ON FITTINGS PER ANSI A21.10 9. PRESSURE RATED AT 250 PSIG.
- 10. HYDROSTATIC TESTING: ALL WATER PIPE SHALL BE TESTED FOR LEAKAGE IN ACCORDANCE WITH TXDOT 2014 ENCLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL) SP7049 FOR WATER MAINS. TESTS ARE TO BE PERFORMED ON THE ENTIRE FOOTAGE OF WATER PIPE LINE INCLUDED IN THE PROJECT.
- 11. ALL WATER LINES TO HAVE 4' MINIMUM COVER TO FINISHED GRADE AND MINIMUM 12 CLEARANCE TO OTHER UTILITIES AT CROSSING UNLESS OTHERWISE NOTED ON PLANS. ALL WATER LINE INSTALLED OVER 8' DEEP SHALL UTILIZE RESTRAINED JOINT FITTINGS.
- 12. CONTRACTOR SHALL KEEP WATER PIPE CLEAN AND CAPPED (OR OTHERWISE EFFECTIVELY COVERED) OPEN PIPE ENDS TO EXCLUDE INSECTS, ANIMALS OR OTHER SOURCES OF CONTAMINATION FROM UNFINISHED PIPE LINES AT TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS.

GRADING NOTES

- 13. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
- 14. BEFORE STARTING CONSTRUCTION, CONTRACTOR SHALL VERIFY BENCHMARK ELEVATION AND NOTIFY ENGINEER IF ANY DISCREPANCY AND/OR CONFLICT IS FOUND.
- CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS, AND SHALL NOTIFY ENGINEER IF ANY GRADING DISCREPANCIES ARE FOUND IN THE EXISTING AND PROPOSED GRADES PRIOR TO 15. PLACEMENT OF PAVEMENT OR UTILITIES.
- 16. CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
- 17. ALL EXISTING CONCRETE PAVING, SIDEWALK, AND CURB DEMOLITION SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR. DISPOSAL SHALL BE AT AN APPROVED OFF-SITE, LAWFUL LOCATION, UNLESS DIRECTED OTHERWISE BY THE OWNER.
- 18. ALL FIRE HYDRANT CONNECTIONS SHALL HAVE A 4.0 NATIONAL HOSE THREAD PITCH.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE APPROPRIATE NUMBER OF CREWS AND EQUIPMENT REQUIRED TO PERFORM CONNECTIONS TO THE EXISTING WATER MAINS. THE CONTRACTOR SHALL HAVE CREWS AVAILABLE 24 HOURS A DAY TO COMPLETE THE PROPOSED CONNECTIONS AND RESTORE SERVICE.
- 20. SHUTDOWNS AFFECTING CUSTOMERS SHALL OCCUR AT TIMES ACCEPTABLE TO THE BUSINESSES. CONSTRACTOR SHALL COORDINATE WITH MUD 109 TO SCHEDULE COORDINATION MEETINGS WITH EXISTING CUSTOMERS.

UTILITY BACKFILL

- BACKFILL FOR UTILITIES SHALL BE IN ACCORDANCE WITH CITY OF HOUSTON SPECIFICATION 02317 AND PER CITY OF HOUSTON DETAILS INCLUDED IN THESE PLANS OR ANY OTHER APPLICABLE CITY OF HOUSTON DETAILS.
- BACKFILL COMPACTION TO BE AT A MINIMUM OF 90 PERCENT (OUTSIDE OF PAVEMENT) AND 95 PERCENT (UNDER OR WITHIN ONE (1) FOOT OF PAVEMENT) OF THE MAXIMUM DRY DENSITY AND AT A MOISTURE CONTENT RECOMMENDED FROM GEOTECHNICAL INVESTIGATION.
- THE TESTING OF MATERIALS USED FOR BEDDING AND BACKFILL OF STORM SEWERS AS WELL AS OTHER UTILITY LOCATED UNDERNEATH OR WITHIN ONE FOOT (1') OF SUBGRADE SHALL BE CONDUCTED TO ENSURE COMPLIANCE WITH "HARRIS COUNTY SPECIFICATION NO. 430" AND THE PROFECT SPECIFICATION FOR THE COMPLICATED AND THE PROFECT SPECIFICATION FOR THE COMPLICATED AND THE PROFECT SPECIFICATION NO. 430" AND THE PROJECT SPECIFICATIONS.
- 4. IN CONSTRUCTION APPLICATIONS WHERE UTILITIES UNDER THE PAVEMENT ON KNUCKLES AND/OR CU-DE-SACS EXIST, A SPECIAL GEOTECHNICAL NOTE SHALL BE PLACED ON THE GEOTECHNICAL CERTIFICATION PAGE DETALING THE METHOD OF STABILIZATION AND BACKFILL USED TO MEET HARRIS COUNTY SPECIFICATIONS FOR THESE APPLICATIONS.

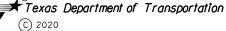
SANITARY SEWERS

- 1. ALL SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH TXDOT 2014 ENGLISH ALL SEWERS SHALL BE CONSTROLOUST ACCONDUCT (2.4LL) SP7017 FOR SANITARY SEWERS SPECIAL PROVISION FOR HOUSTON - DISTRICT 12 (ALL) SP7017 FOR SANITARY SEWERS AND BE SUBJECT TO A STANDARD EXFLITRATION TEST. TESTS ARE TO BE PERFORMED ON THE TOTAL FOOTAGE OF SEWER LINE INCLUDED IN THE PROJECT. REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE, TITLE 30 CHAPTER 317, "DESIGN CRITERIA FOR SEWERAGE SYSTEMS" SHALL GOVERN WHERE CONFLICTS EXIST EXCEPT WHERE CITY REQUIREMENTS ARE MORE STRINGENT.
- 2. ALL MANHOLES ARE TO BE PER TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL) SP7017 FOR SANITARY SEWERS UNLESS OTHERWISE NOTED.
- 3. SANITARY SEWER MANHOLES WILL HAVE BEDDING AND BACKELL PER TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON - DISTRICT 12 (ALL) SP7017 FOR SANITARY SEWERS UNLESS OTHERWISE NOTED.
- 4. THE SANITARY SEWER PVC PIPE SHALL BE ASTM D 3034 TYPE PSM SDR 26 GRAVITY SEWER PIPE, ASTM D2241 SDR 26 PRESSURE RATED SEWER PIPE OR AWWA C-900 DR-18 GREEN PVC PRESSURE RATED SEWER PIPE BASED ON CONSTRUCTION CONDITION REQUIREMENT AND CONFORMING TO ASTM D1784 AND TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON - DISTRICT 12 (ALL) SP7017 FOR SANITARY SEWERS.
- 5. WHEN SS PRESSURE RATED PVC PIPE IS USED ON WATERLINE (WL) CROSSING UNDER CONDITION 1 OF COH IDM TABLE 7.3, THE SAME TYPE OF D2241 SDR 26 PVC PIPE OR C-900 GREEN DR-18 PVC GREEN PRESSURED TO BE UTILIZING IN-BETWEEN TWO SS MH'S. OR TO UTILIZE A DI TRANSITION ADAPTER FOR THE CONNECTING OF ASTIM D-3034 PVC GRAVITY PIPE TO DI-OD AWWA C-900 PVC PIPE CENTERED AT WL WHEN CONNECTING THEOREM TAPEFORD TO DI-OD AWWA C-900 PVC PIPE CENTERED AT WL WHEN CONNECTING TWO DIFFERENT TYPES OF PVC PIPES FOR SEWER CONSTRUCTION
- 6. AWWA C-900 DR-18 PVC PIPE USES EITHER AWWA C900 DR-18 PVC FITTINGS OR DIP FITTINGS.
- 7. ALL SANITARY SEWER LINES UNDER PROPOSED OR FUTURE PAVEMENT AND TO A POINT ONE (1) FOOT BACK OF ALL PROPOSED OR FUTURE CURBS SHALL HAVE BEDDING PER TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL) SP7017 FOR SANITARY SEWERS.
- 8. ALL SANITARY SEWERS CROSSING WATER LINES WITH A CLEARANCE BETWEEN 12 INCHES AND 9 FEET SHALL HAVE A MINIMUM OF ONE 18: JOINT OF 150 PSI DUCTILE IRON OR (GREEN) C900 PVC PIPE MEETING ASTM SPECIFICATION D2241 CENTERED ON WATER LINE. WHEN WATER LINE IS BELOW SANITARY SEWER PROVIDE MINIMUM 2 FOOT SEPARATION.
- 9. CONTRACTOR SHALL PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 9' FEET BETWEEN WATER LINES AND SANITARY SEWER MANHOLES AND LINES EXCEPT WHERE SHOWN IN PLANS.
- 10. SANITARY SEWER MANHOLE RIMS OUTSIDE OF PROPOSED PAVING WILL BE SET 3" 6" ABOVE THE SURROUNDING LEVEL FINISHED GRADE AFTER PAVING WITH SLOPED BACKFILL ADDED FOR STORM WATER TO DRAIN AWAY FROM MANHOLE RIM.
- 11. IN WET STABLE TRENCH AREAS USE BEDDING PER TXDOT 2014 ENGLISH SPECIAL PROVISION FOR HOUSTON DISTRICT 12 (ALL) SP7017 FOR SANITARY SEWERS.
- 12. DEFLECTION TEST: DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE AND SEMI-RIGID SEWER PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5% IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED AS PER 30 TAC 317.2 LATEST AMENDMENT AND WITHOUT MECHANICAL PULLING DEVICES. NO BALL-TYPE MANDREL IS ALLOWED.
- 13. INFILTRATION, EXFILTRATION OR LOW-PRESSURE AIR TEST: EITHER OF THE FOLLOWING TESTS SHALL BE PERFORMED AS PER TAC, TITLE 30 317.2 WITHIN THE SPECIFIED TOLERANCES ON ALL GRAVITY SEWERS.
- A. INFILTRATION OR EXFILTRATION TEST: TOTAL LEAKAGE AS DETERMINED BY A HYDROSTATIC HEAD TEST SHALL NOT EXCEED 50 GALLONS PER INCH DIAMETER PER MILE OF PIPE PER 24 HOURS AT A MINIMUM TEST HEAD OF TWO (2) FEET.
- B. LOW-PRESSURE AIR TEST: PERFORM TEST ACCORDING TO UNI-B-6-90 OR OTHER APPROPRIATE PROCEDURES. FOR SECTIONS OF PIPE LESS THAN 36" (INCH) AVERAGE INSIDE DIAMETER, THE MINIMUM ALLOWABLE TIME FOR PRESSURE DROP FROM 3.5 P.S.I.G. TO 2.5 P.S.I.G. SHALL BE AS FOLLOWS:
- 6" 340 SECONDS OR 0.855(L) FOR TEST LENGTHS GREATER THAN 398
- 8" 454 SECONDS OR 1.520(L) FOR TEST LENGTHS GREATER THAN 298' 10" 567 SECONDS OR 2.374(L) FOR TEST LENGTHS GREATER THAN 298' 15" 850 SECONDS OR 5.342(L) FOR TEST LENGTHS GREATER THAN 159' 18" 1020 SECONDS OR 7.693(L) FOR TEST LENGTHS GREATER THAN 133'

WHERE L . LENGTH OF LINE OF SAME PIPE SIZE IN FEET.

- 14. "SAN, S. E." INDICATES "SANITARY SEWER EASEMENT"
- 15. FOR SANITARY MANHOLE (MH) RIMS SET INSIDE OF OR © CURB & GUTTER PAVEMENT AND/OR BELOW T.C., MH RIMS WILL BE SET FLUSHED WITH AN ABUTTING PAVED SURFACE. THE (VALCUN, NEENAH OR EQUAL) HEAVY DUTY BOLTED SOLID MH COVER SHALL BE PROPERLY (AND SECURELY) ATTACHED AND SEALED TO ITS COMPATIBLE GASKETED FRAME BY USING BOTH A NEOPRENE GASKET AND (AT LEAST) 4 COUNTER-SUNK HEX-HEAD COARSE THREADED 1/2"-13 UNC STAINLESS STEEL BOLTS. THE HEAVY DUTY FRAME MH COVER SHALL BE SOLID (NO AIR HOLES). SAID FRAME SHALL BE BOTH EMBEDDED INTO THE MH'S TOP ALSO SECURELY ANCHORED TO THE UNDERLYING MH STRUCTURE WITH EITHER SECURELY ATTACHED EMBEDDED ANCHOR BOLTS ON THE CONCRETE MH'S EXPOSED REBARS WELDED TO THE FRAME OR OTHER EQUALLY SECURED METDOS TO PREVENT MH COVER SHALPATE AND EACHORE DOLTS ON THE CONCRETE MH'S EXPOSED REBARS WELDED TO THE FRAME OR OTHER EQUALLY SECURED METDOS TO PREVENT MH COVERAFAME BLOW-OFFS/EJECTIONS. METHODS TO PREVENT MH COVER/FRAME BLOW-OFFS/EJECTIONS.
- 16. CONNECTION OF 18-INCH FORCE MAIN. TEMPORARY SHUTDOWN OF THE EXISTING LIFT STATION AND FORCE MAIN WILL BE ALLOWED FOR A MAXIMUM OF 4 HOURS, FROM 12 TO 4 AM, TUESDAY, WEDNESDAY AND THURSDAY ONLY, AND EXCEPTING CITY OF HOUSTON OBSERVED HOLIDAYS.
- 17. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE WITH THE MUD OPERATOR (ALLEN JENKINS OFFICE: 281-209-2100, MOBILE: 281-850-1870) FOR ANY TIE-INS AND SHUTDOWNS OF THE FORCE MAIN AND LIFT STATION, FOR CONNECTION BETWEEN THE NEW AND EXISTING FORCE MAIN. THE CONTRACTOR SHALL PROVIDE, AS A REQUIRED NEW AND EXISTING FORCE MAIN. THE CONTRACTOR SHALL PROVIDE, AS A REGUIRED SUBMITTAL, A SHUTDOWN AND CONNECTION PLAN FOR APPROVAL BY ENGINEER AND MUD 132 PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO PROVIDE 72 HOURS NOTICE PRIOR TO ANY APPROVED SHUTDOWN. THE ENGINEER AND MUD OPERATOR MAY CANCEL ANY SHUTDOWN AT ANY TIME FOR OPERATIONAL CONCERNS OR THREAT OF INCLEMENT WEATHER.
- 18. IF ANY CONNECTION IS PROPOSED TO BE LONGER THAN THE 4 HOUR TEMPORARY SHUTDOWN WINDOW, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PUMPING EQUIPMENT, PIPING AND ALL OTHER NECESSARY APPURTENANCES FOR A FLOW OF 829 GPM. CONTRACTOR MAY EMPLOY BOTH PUMP AND HAUL, ONSITE TEMPORARY TANKAGE, AND BYPASS PUMPING SYSTEMS. THIS IS TO BE A SUPPLEMENT TO THE TEMPORARY SHUTDOWN ONLY, AND NOT A PRIMARY MEANS OF SHUTDOWN OPERATION. ALL MATERIALS, EQUIPMENT, ETC., MUST BE IN GOOD CONDITION, AND SHALL NOT HAVE VISIBLE DAMAGE SUCH AS CRACKS, HOLES, FOREIGN MATERIAL, BLISTERS, ETC.







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FM 1960 FROM BF 1960A TO EAST OF TWIGSWORTH LN

UTILITY GENERAL NOTES

(HC_MUD_109)

FED.RD. DIV.NO.	F	EDERAL AID PROJECT NO.	HIGHWAY NO.
6			FM 1960
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	HOU	HARRIS	
CONTROL	SECTION	JOB	508
1685	03	058	

1. ALL SUE LEVEL B UTILITIES WERE OBTAINED BY GEOPHYSICAL METHODS. ALL SUE LEVEL C UTILITIES WERE DRAWN FROM TOPOGRAPHIC SURVEY.
 ALL SUE LEVEL D UTILITIES WERE DRAWN FROM UTILITY RECORDS. 4. THE UTILITY POLE INVENTORY LISTS THE UTILITIES FROM HIGHEST TO LOWEST.

CENTERPOINT ENERGY

BLUEKNIGHT ENERGY CHEVRON PIPELINE COMPANY

EXPLORER PIPELINE COMPANY

TEXACO PETROLEUM UNITED TEXAS TRANSMISSION UNKNOWN

CITY OF HOUSTON

CITY OF HUMBLE

HCMUD 46

HCMUD 109

UNKNOWN

CITY OF HUMBLE

HCMUD 46 HCMUD 109

UNKNOWN

HCMUD 46

HCMUD 109

WATER

WASTEWATER

STORM SEWER

GAS PIPELINE

COH COH COH COH COH COB COB COB COB COB COB COB MUD46 MUD46 MUD46 MUD46 MUD409 MUD109 MUD100 MUD109 MUD109 MUD100 MUD100 MUD109 MUD100 MUD100 MUD100 MUD1000

COB COB MUD46 MUD109 MUD109 MUD109

UNK

MUD46 MUD46 MUD46

MUD109

MUD109

		LEG	END FOR HOUSTO				WEST	
UTILITY	SYMBOL	SUE QUALITY	DESCRIPTION	NUMBER	COLOR	LINE WEIGHT		LINE STYLE
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ELECTRIC								
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TRAFFIC SYSTEMS								
TRAFFIC SIGNALS	TS TS TS	B C C	UNDERGROUND OVERHEAD UNDERGROUND	1030 1031 1032	3 3 3	1 1	TS-ELEC-QLB TS-OH-ELEC-QLC TS-ELEC-QLC TS-ELEC-QLC	

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12

SIZE NOT KNOWN

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PROF. COM.AG. PROF. COM.AG. PROF. COM.AG.			~~~	PIPELINE MARKER
PROF. COM.AG. PROF. COM.AG. PROF. COM.AG.	COMC-OH COMM-QLC	COMC-COH COMM-QLC	۲	POWER POLE
PROF. COM.AG. PROF. COM.AG. PROF. COM.AG.			Ħ	GI GRATE INLET
PROF. COM.AG. PROF. COM.AG. PROF. COM.AG.	CTL-OH COMM-QLC	CTL-OH COMM-QLC		
PROF. COM.AG. PROF. COM.AG. PROF. COM.AG.	CTL-COMM-QLC		<u> </u>	
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8°-CON+WTR-0LB 9°-CON+WTR-0LB 1°-CON+WTR-0LB 1°-CON+WTR-0LB 1°-CON+WTR-0LD 1°-CON+WTR-0LD 1°-CON+WTR-0LD 1°-CON+WT	UNK-GAS-QLB	- UNK-GAS-QLB	\bigcirc	COLUMN
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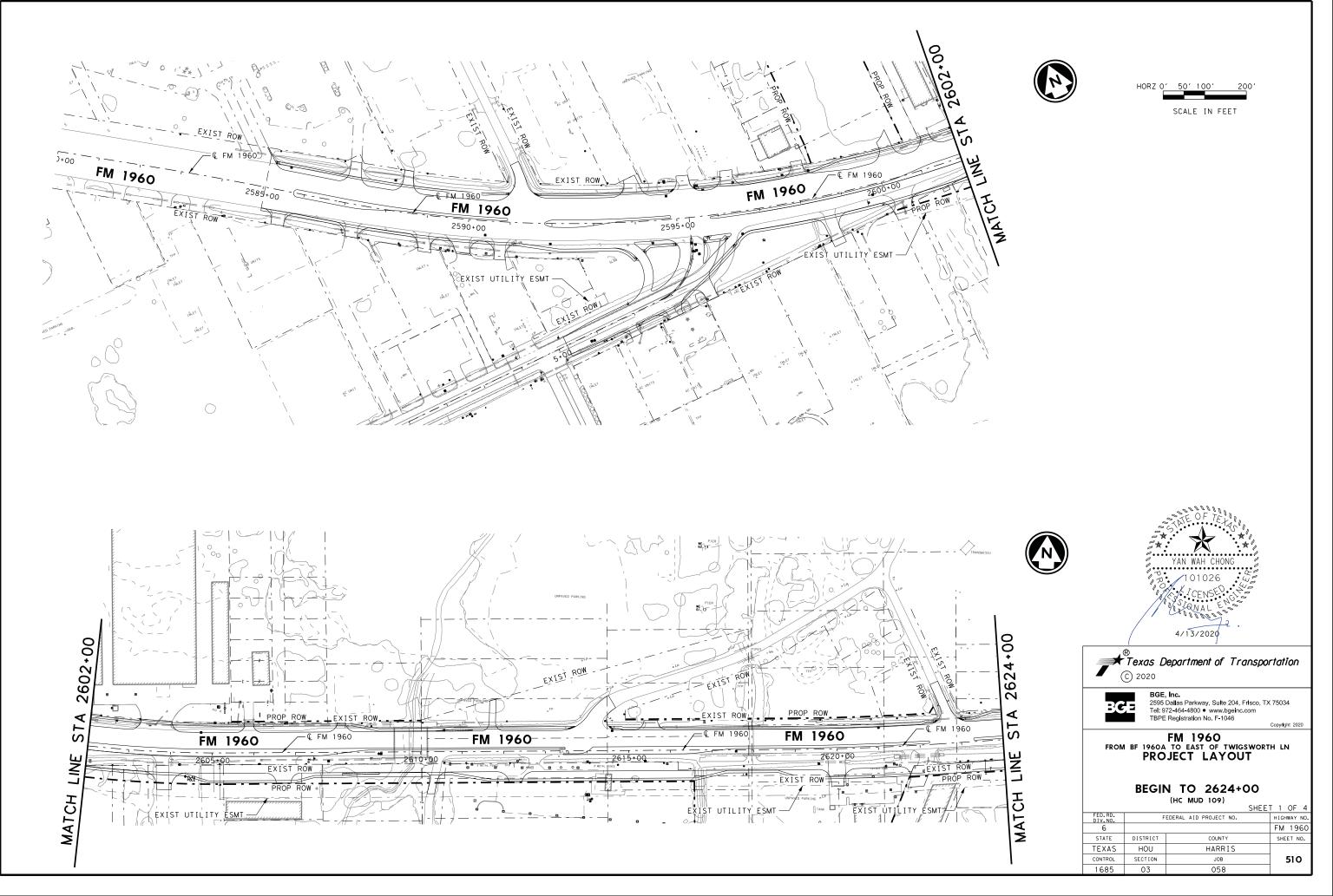
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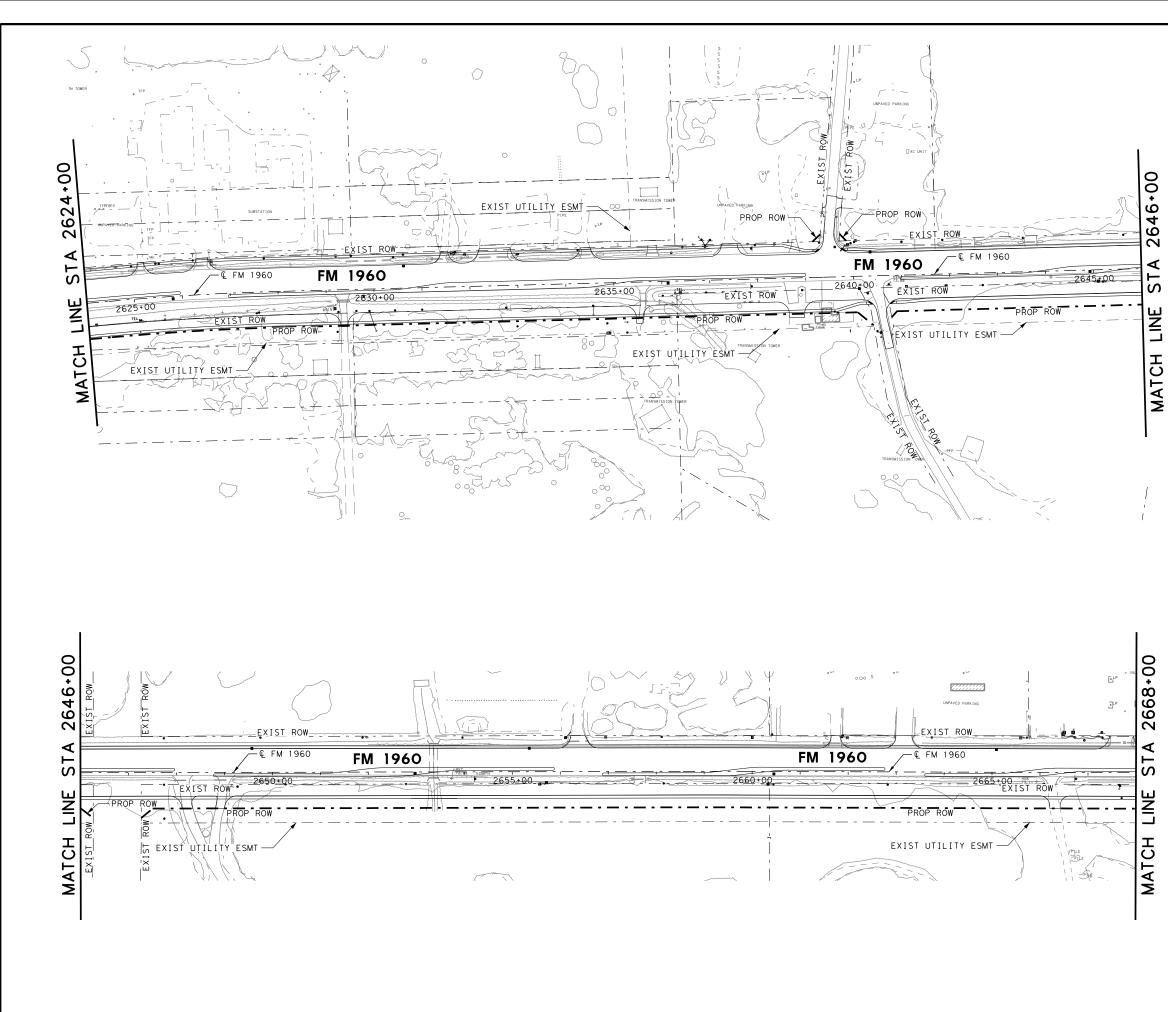
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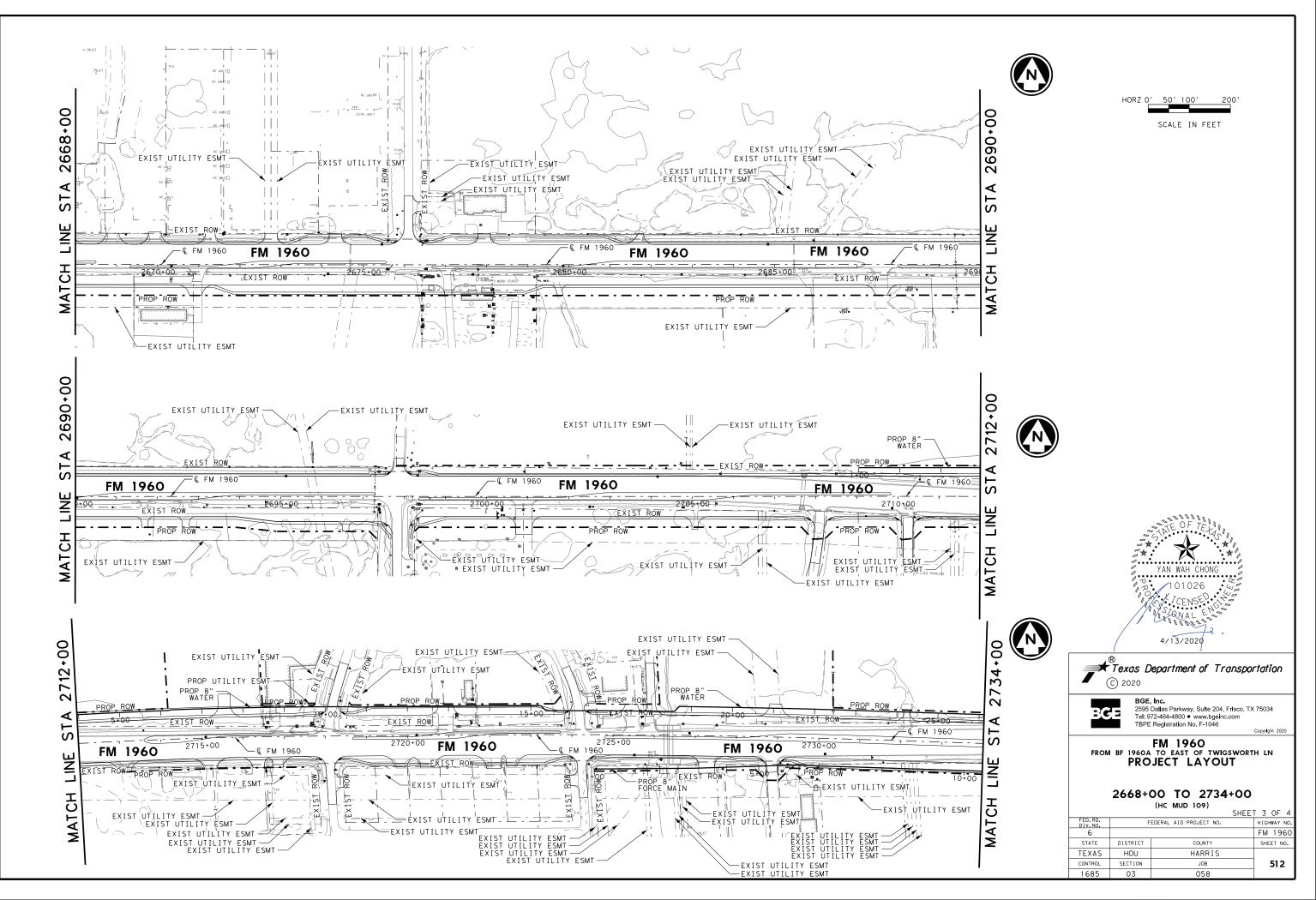
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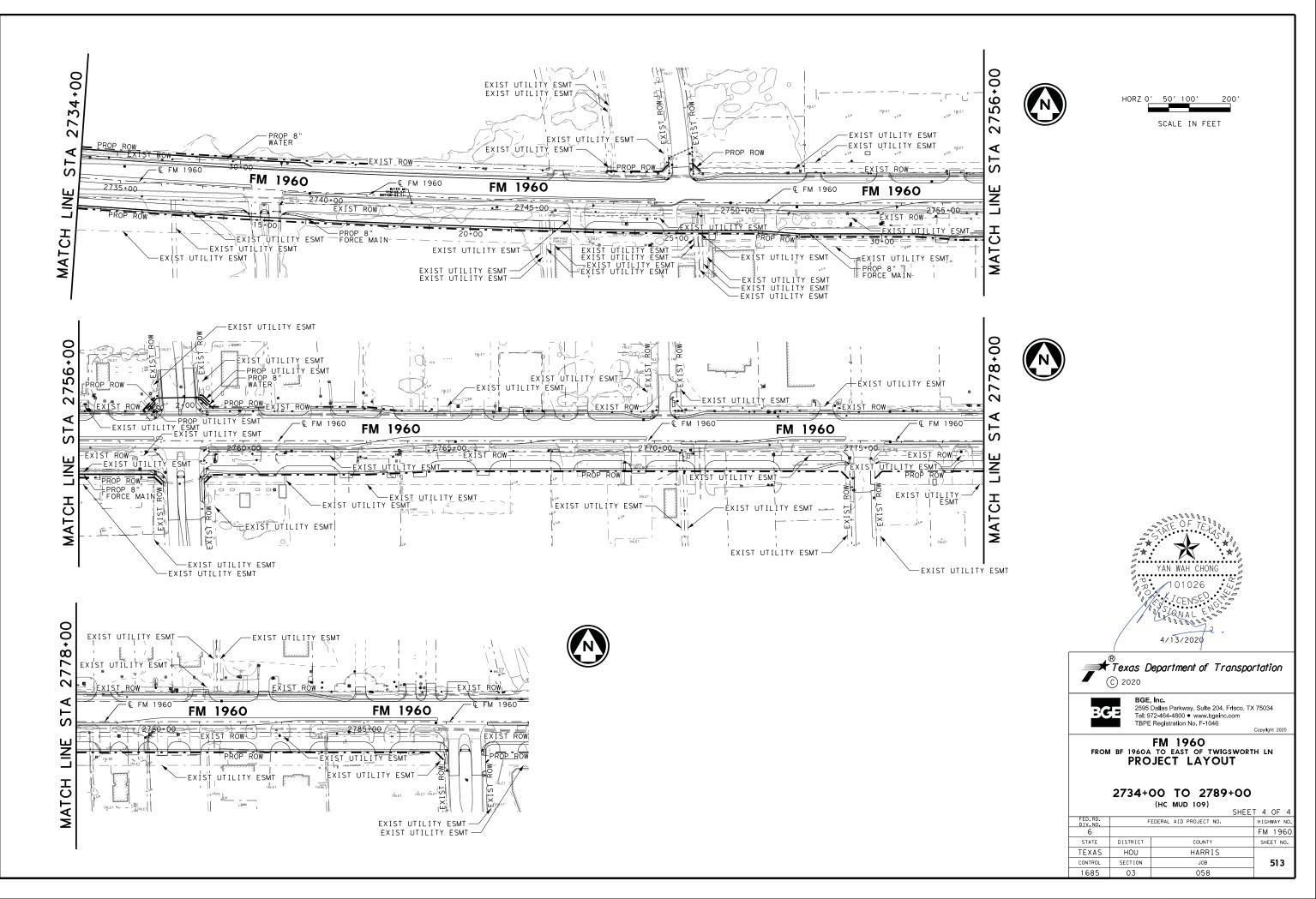


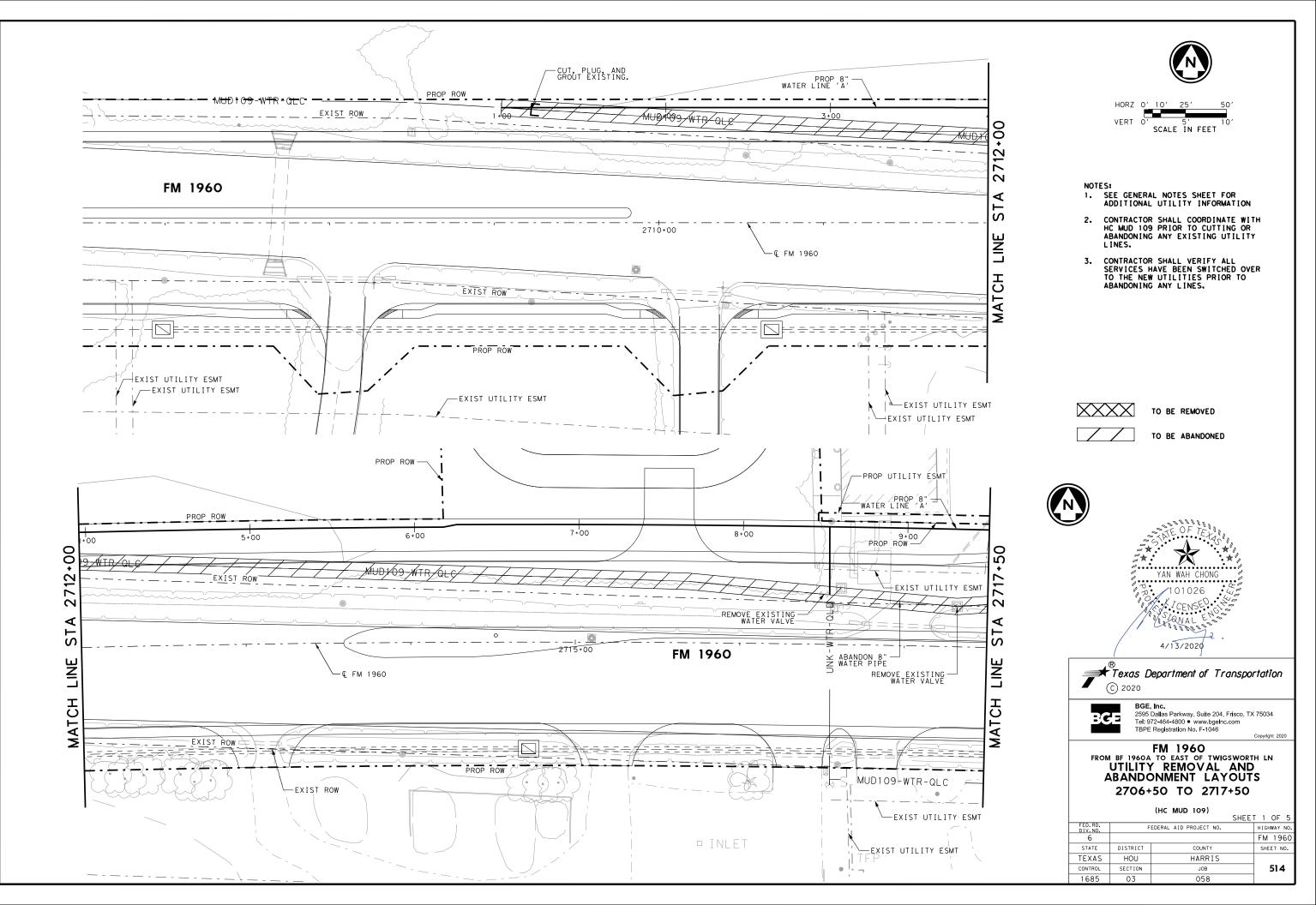
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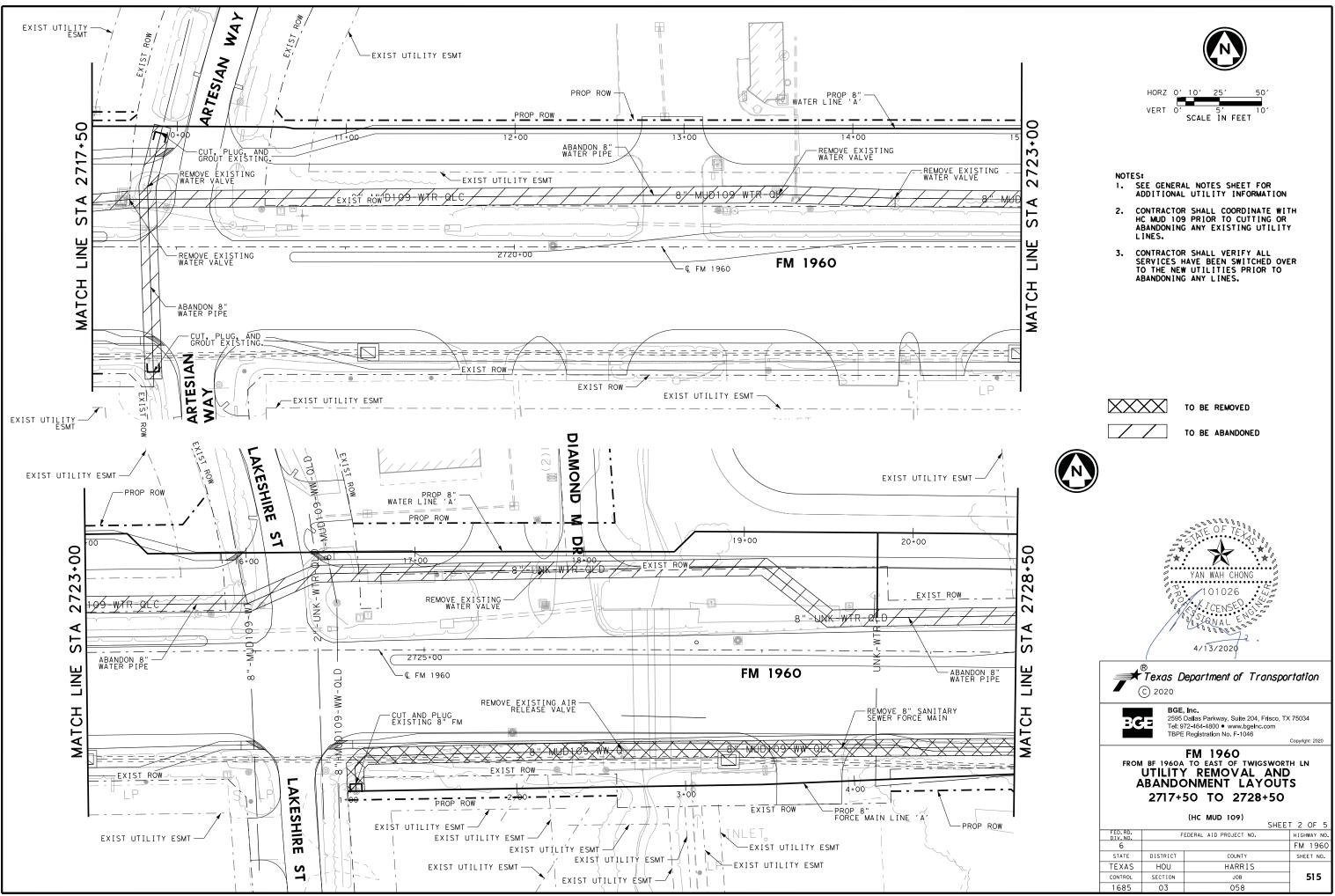


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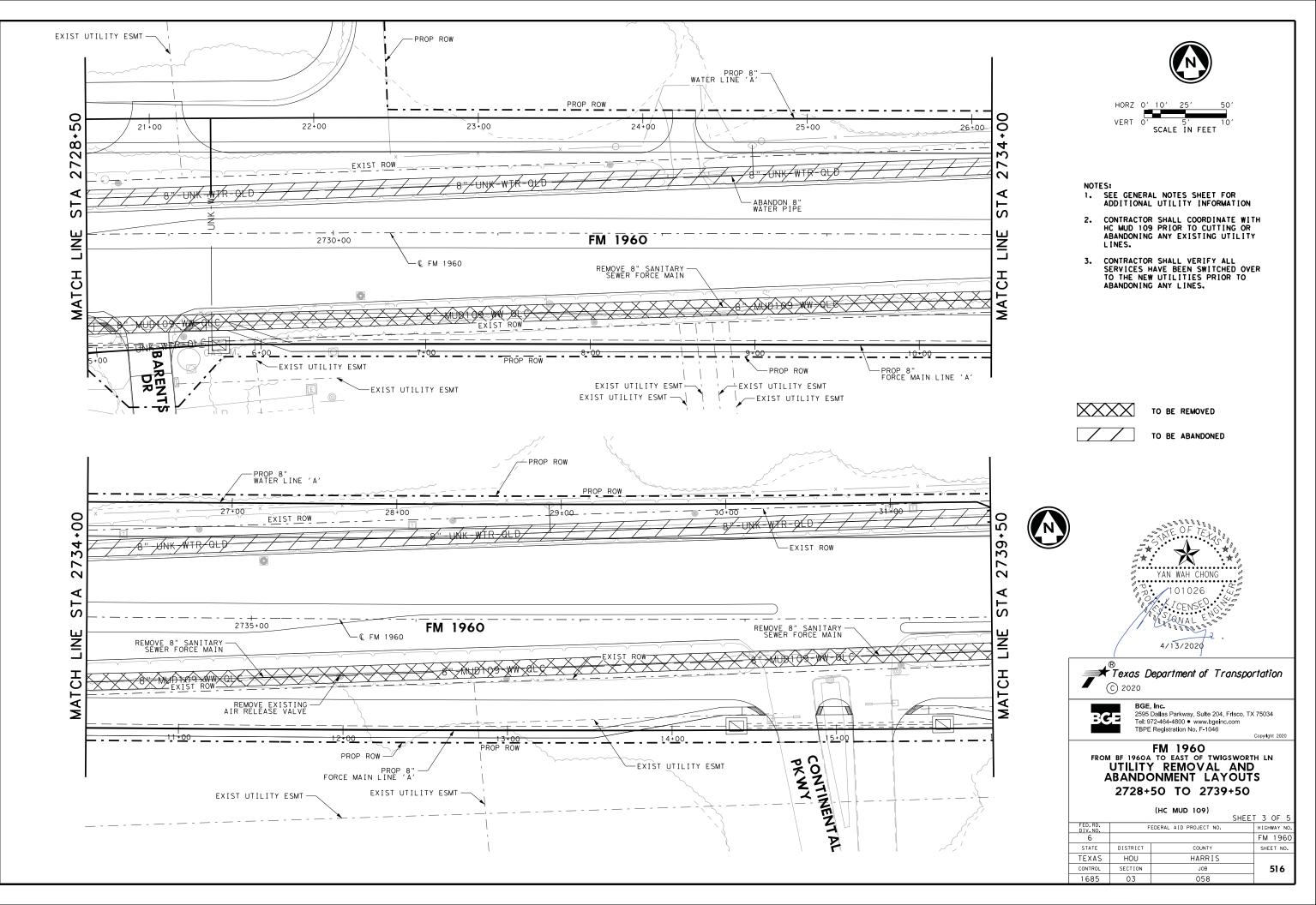


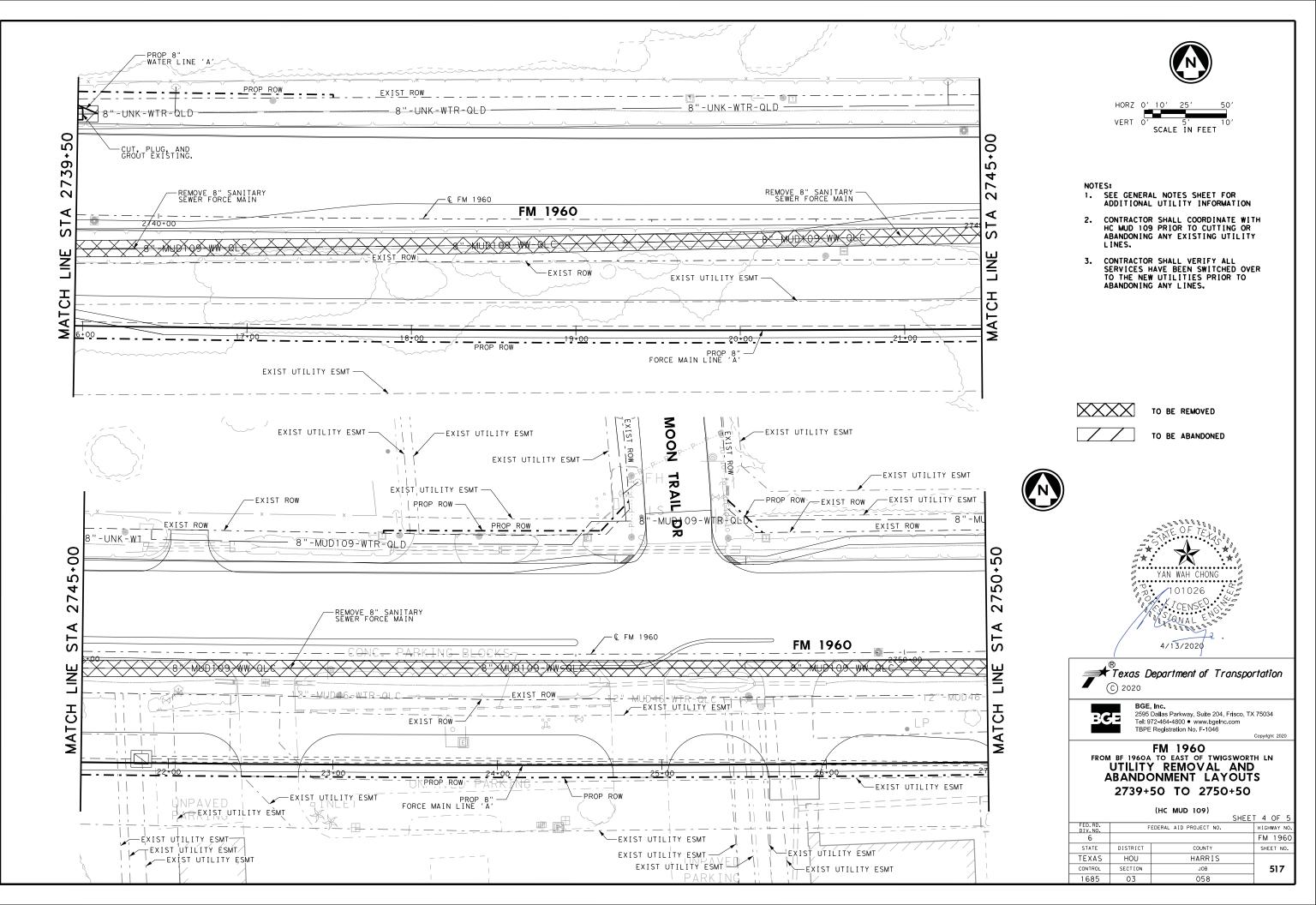




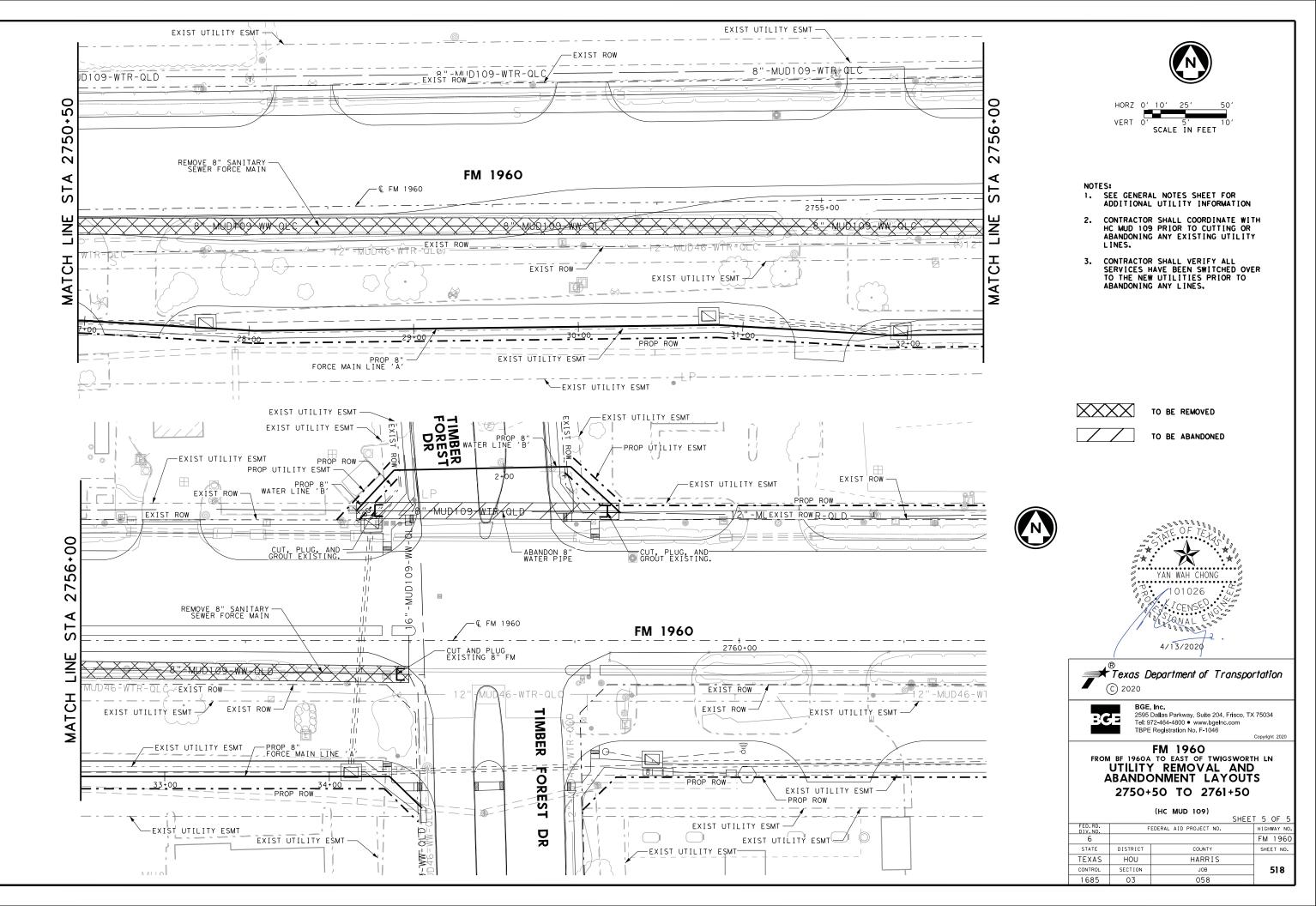
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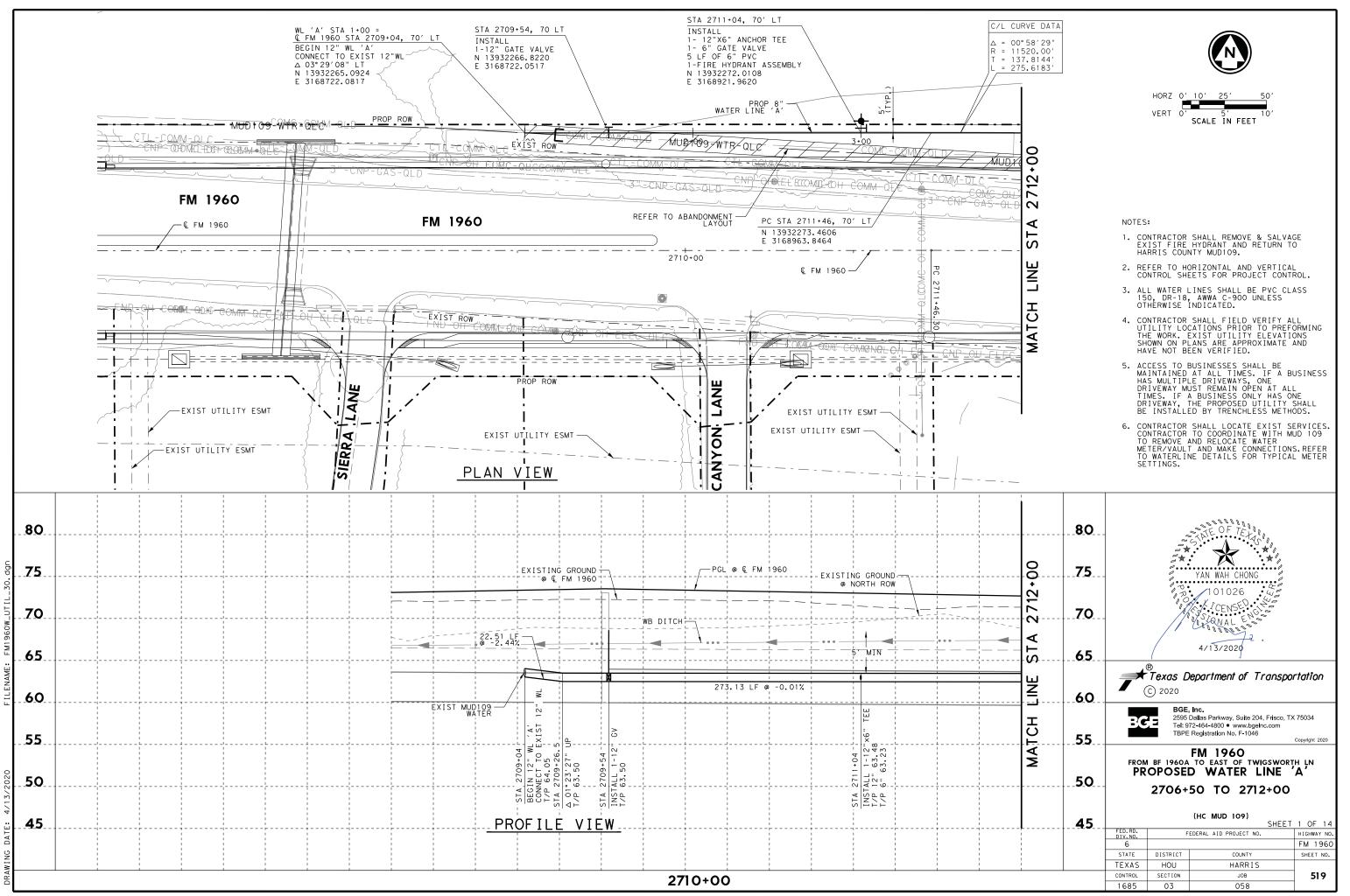
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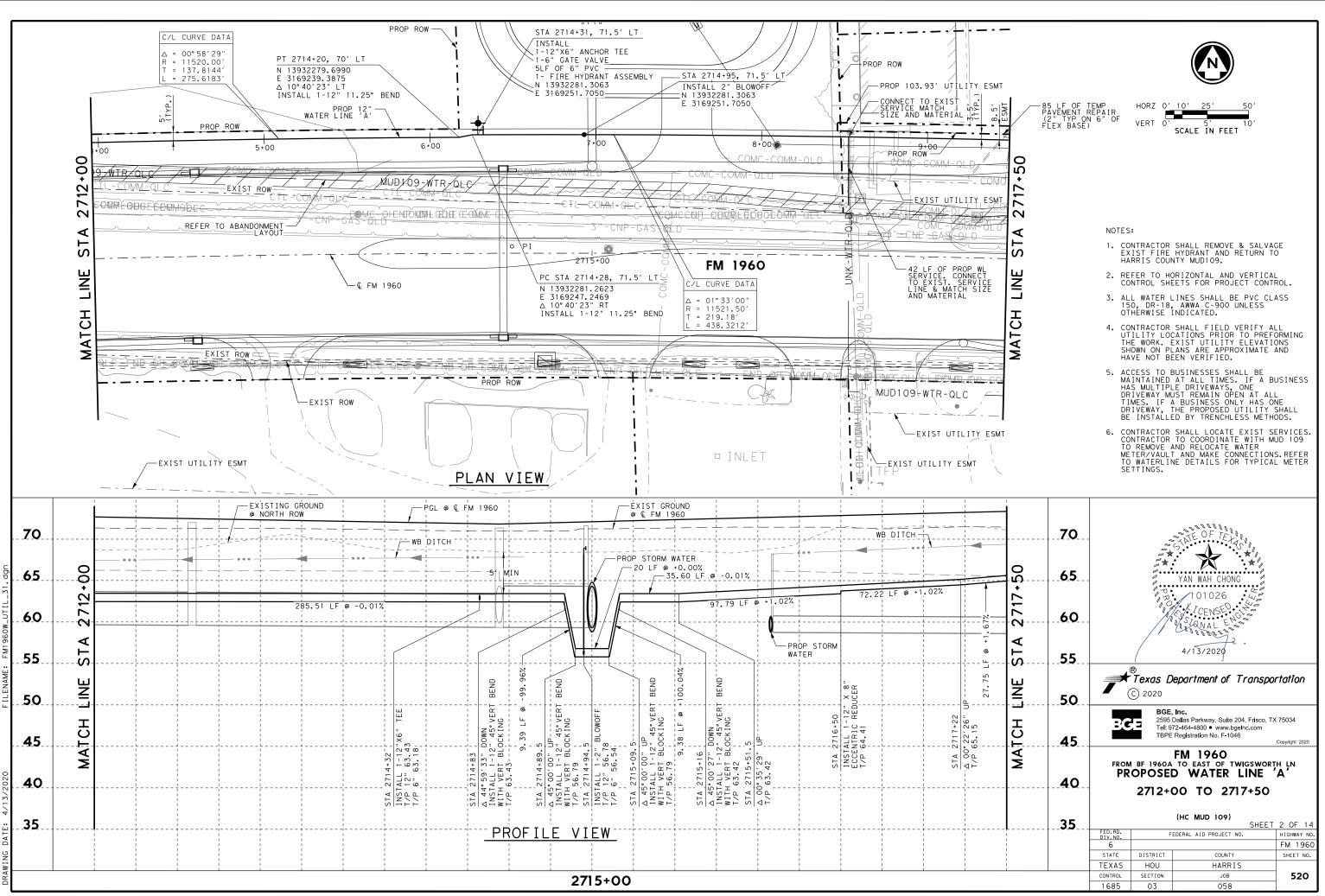


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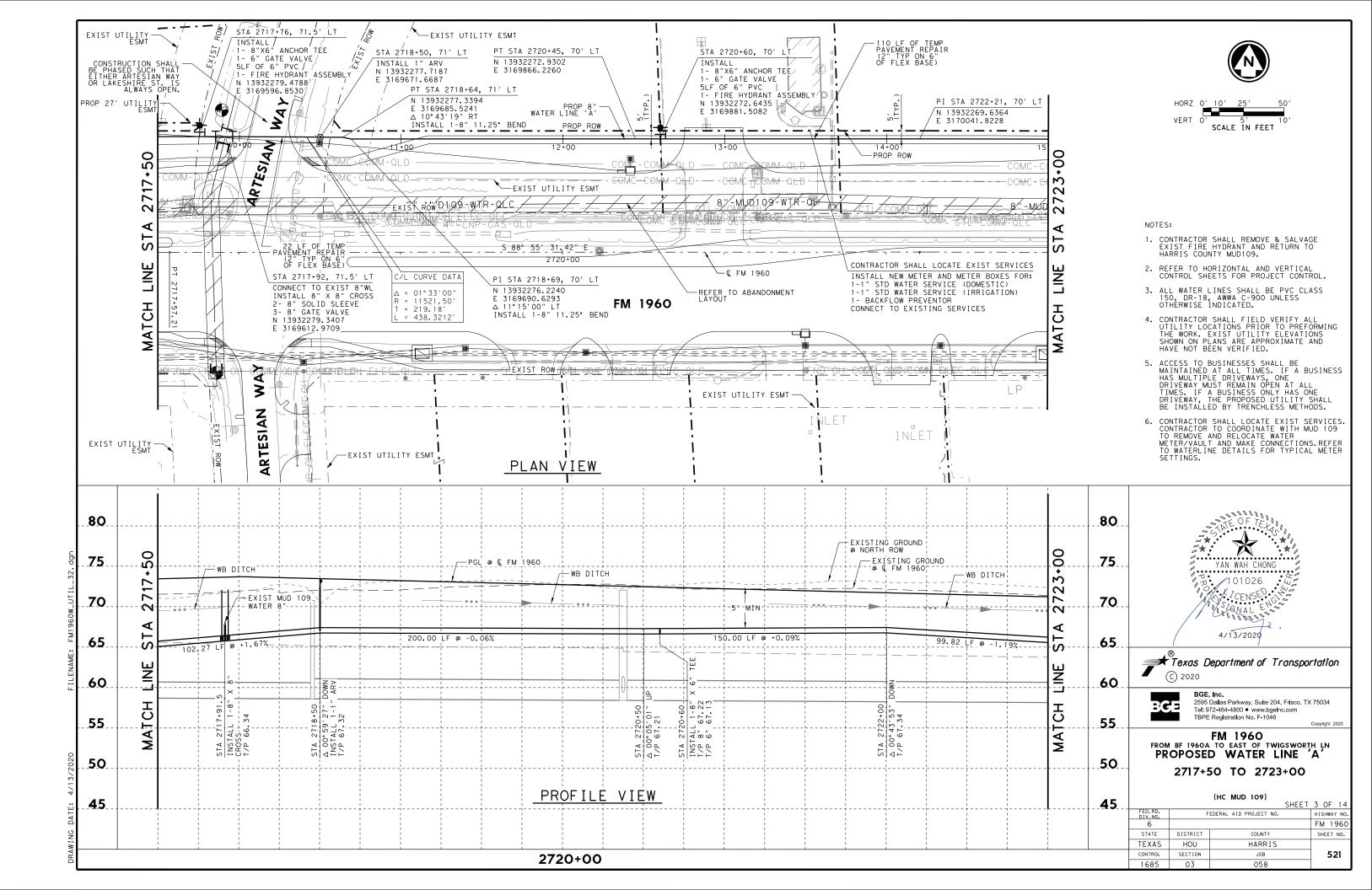


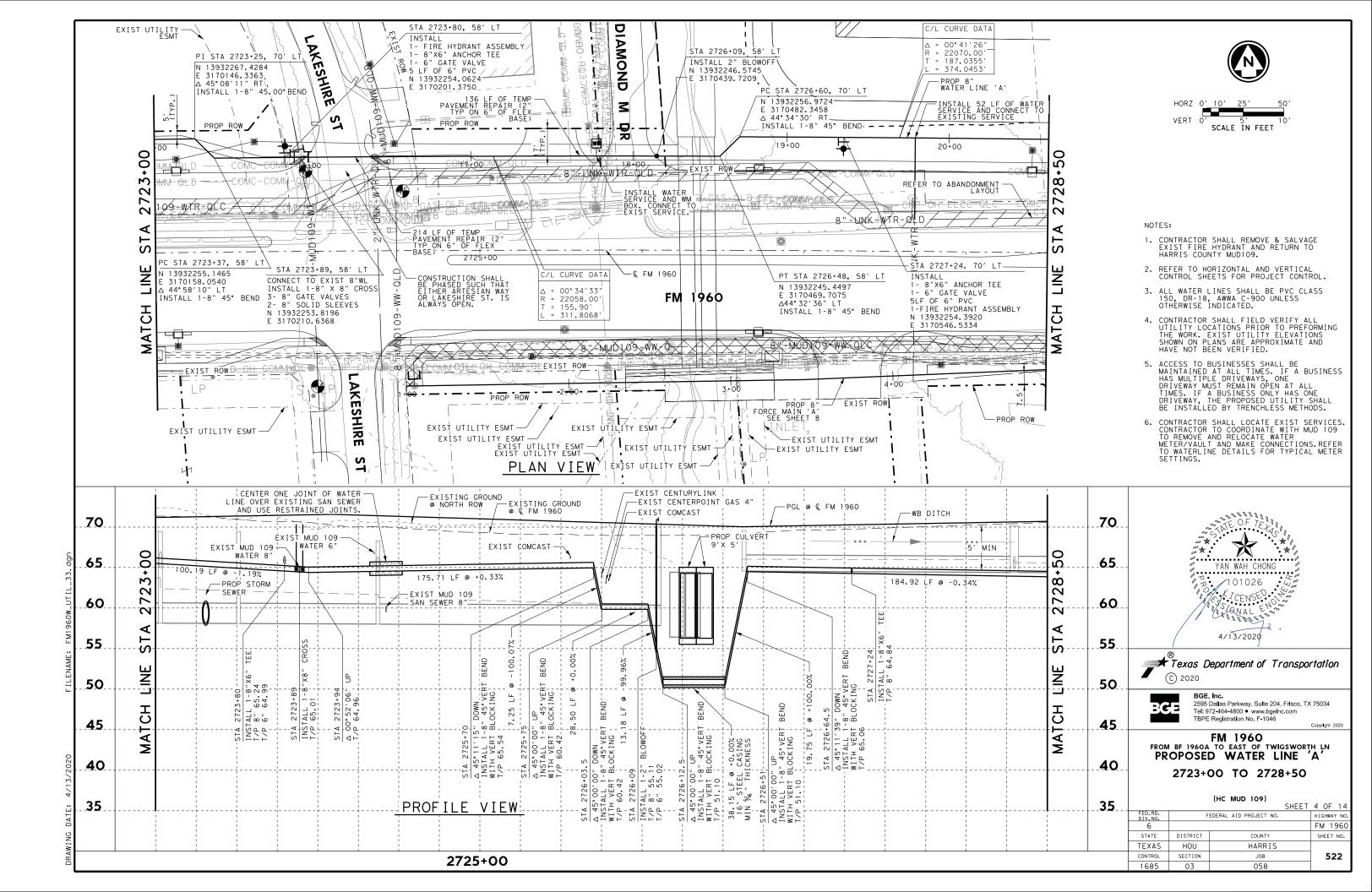


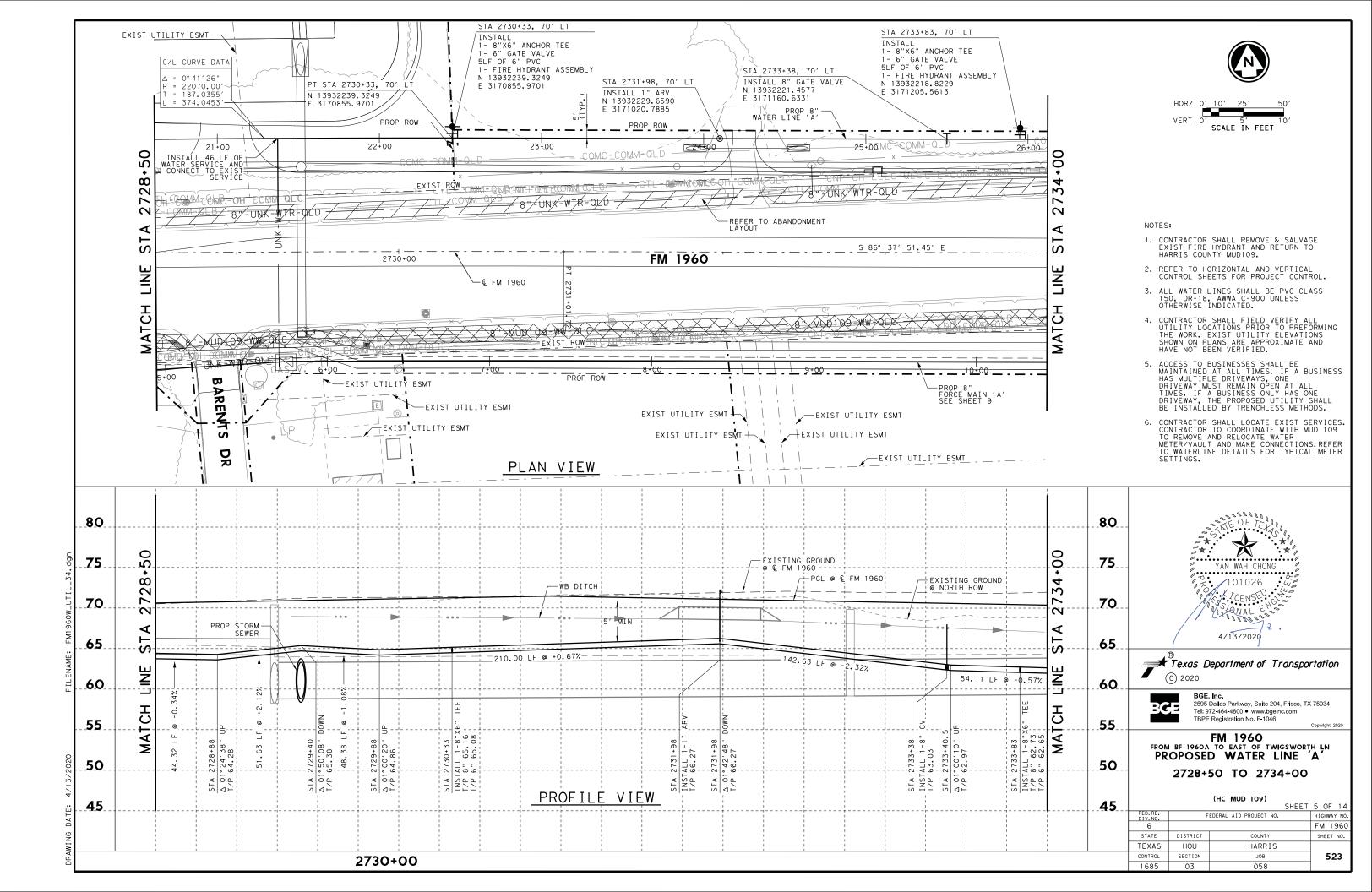
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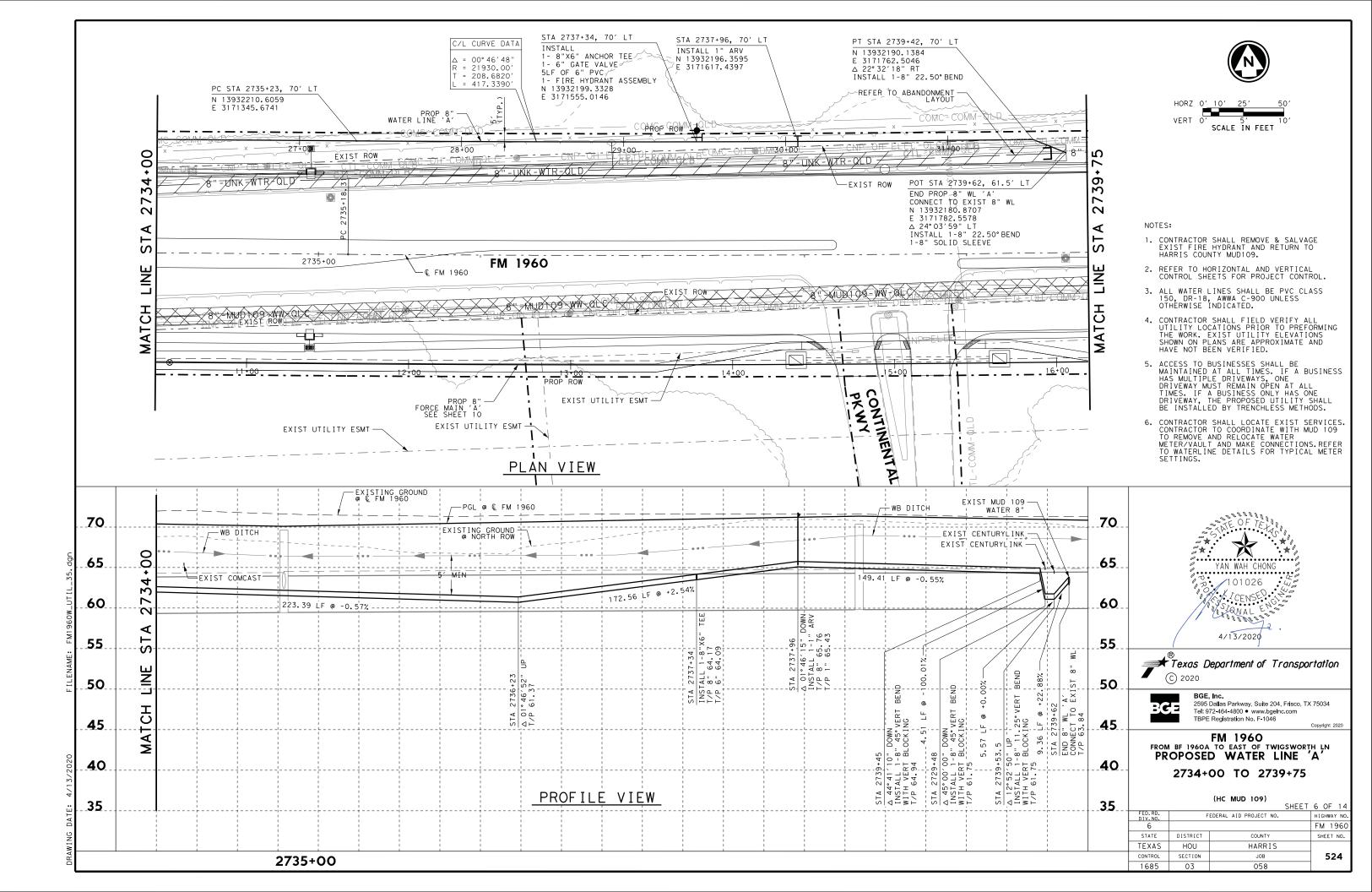


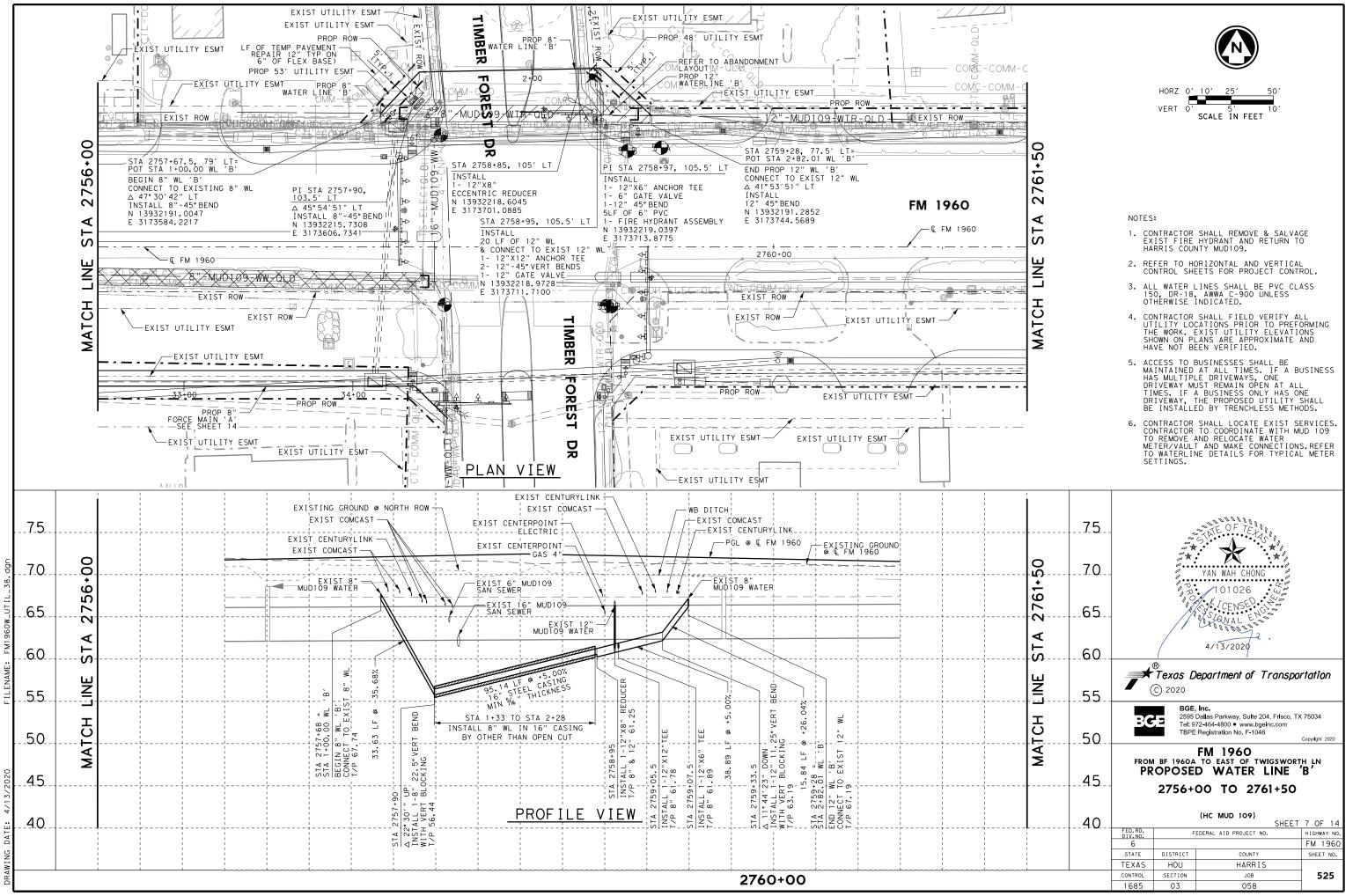
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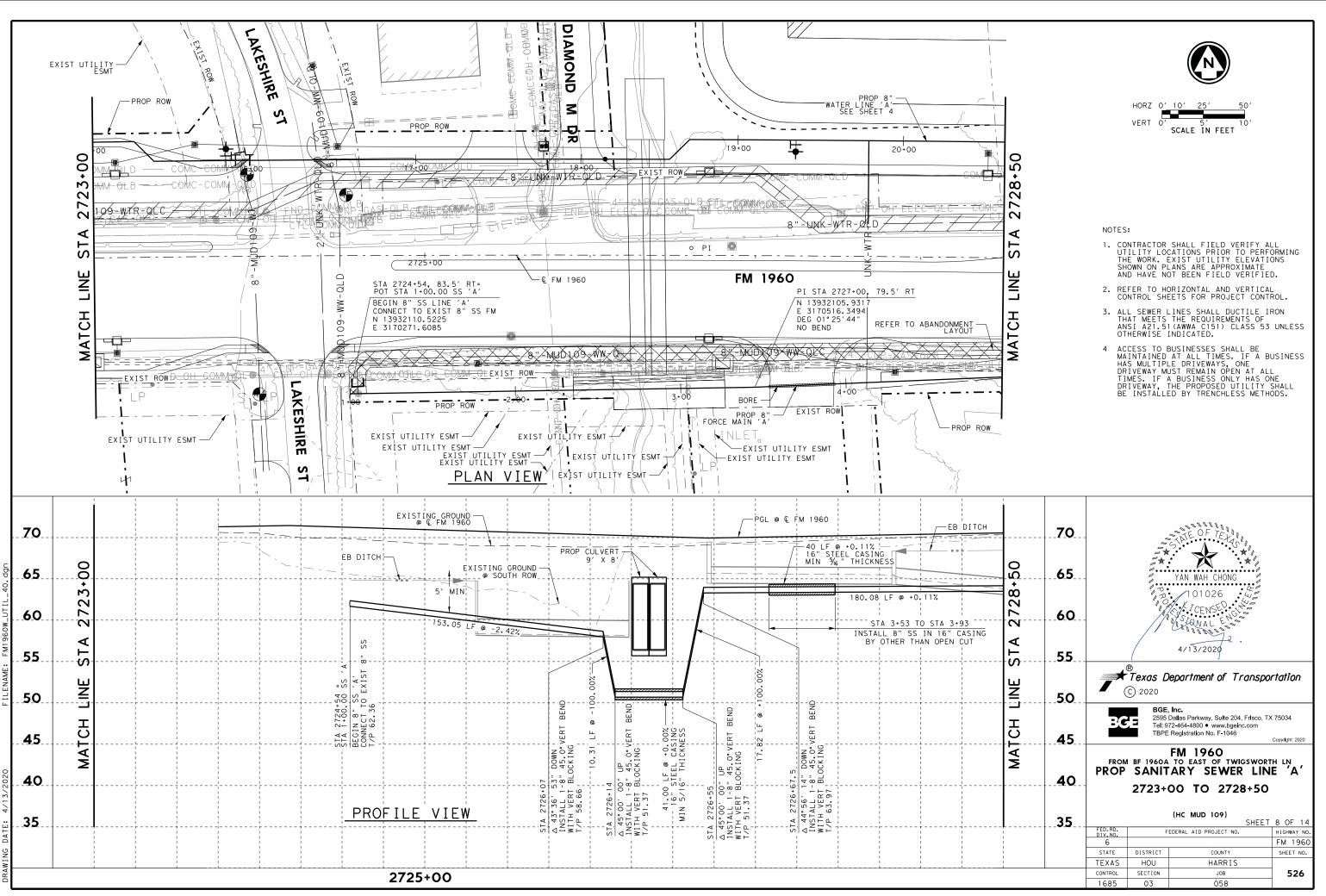


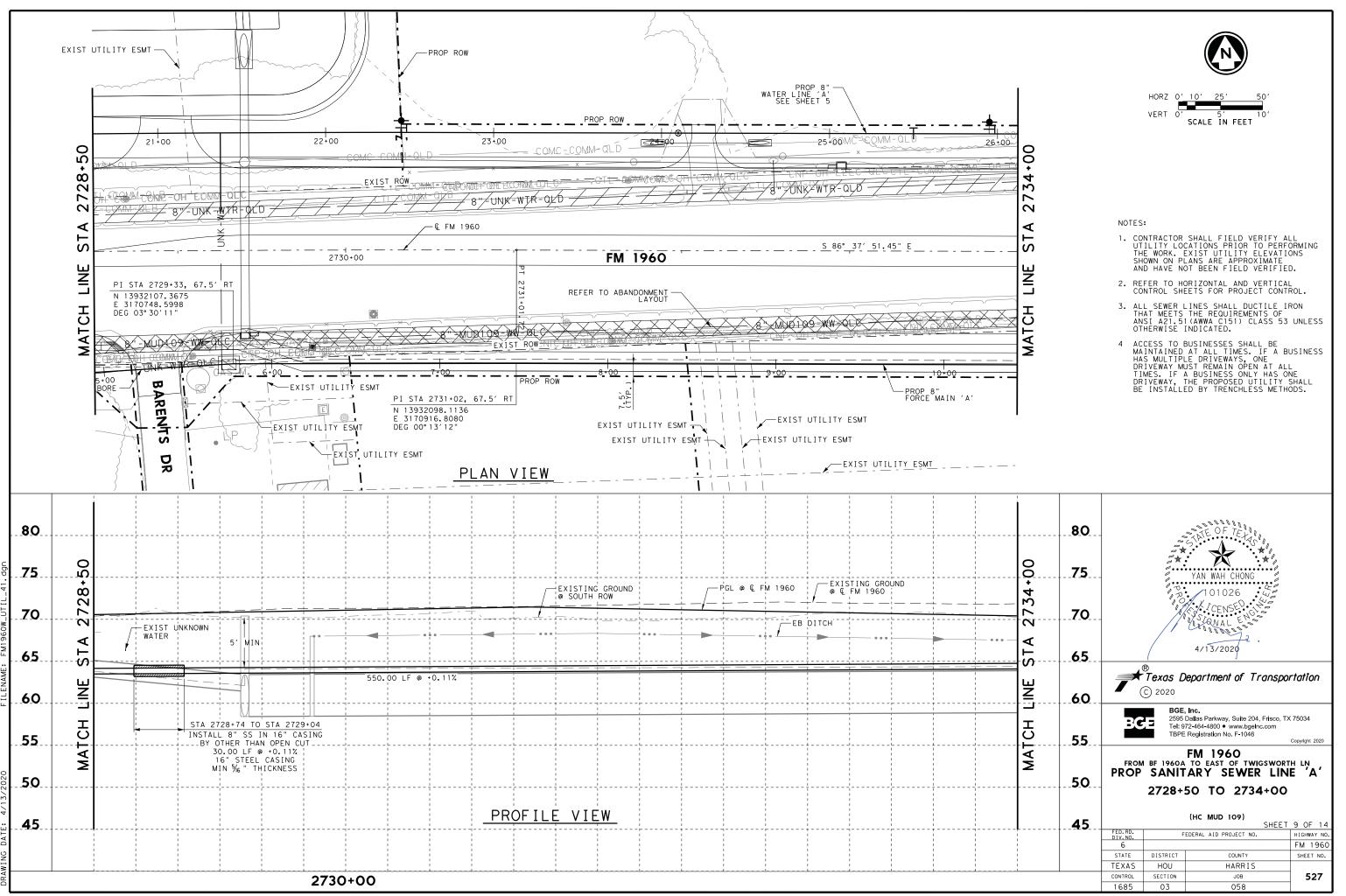




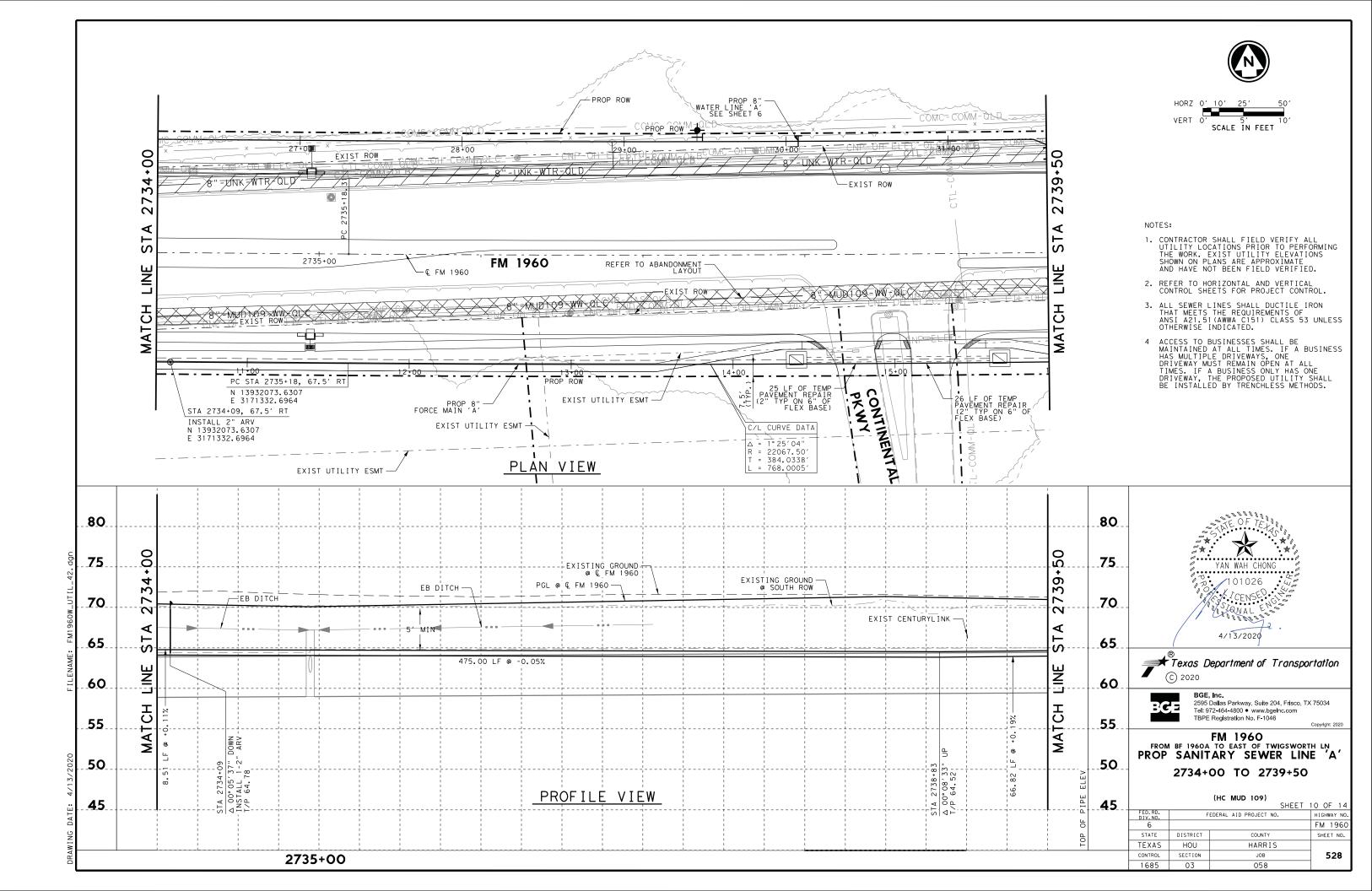


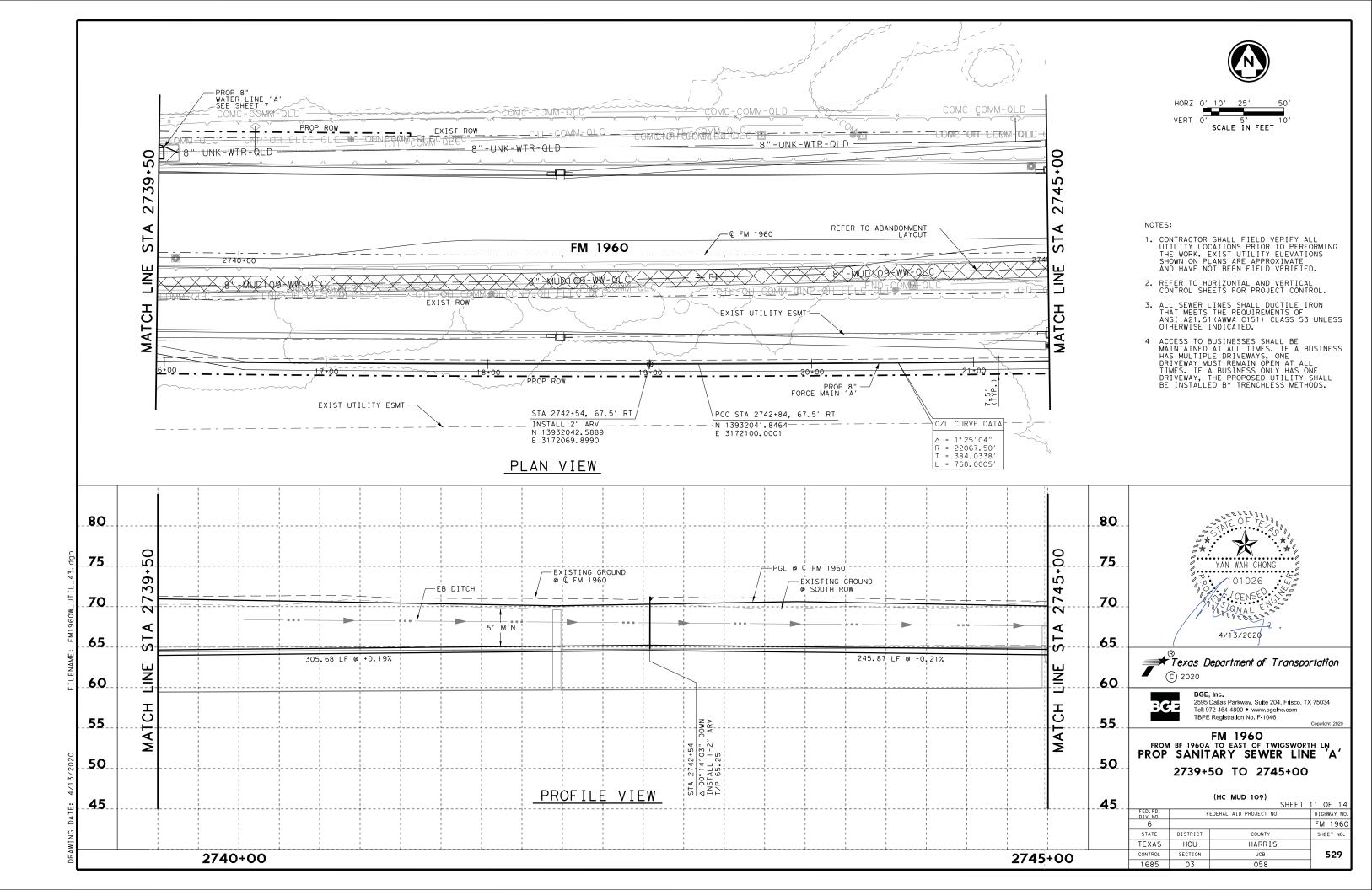
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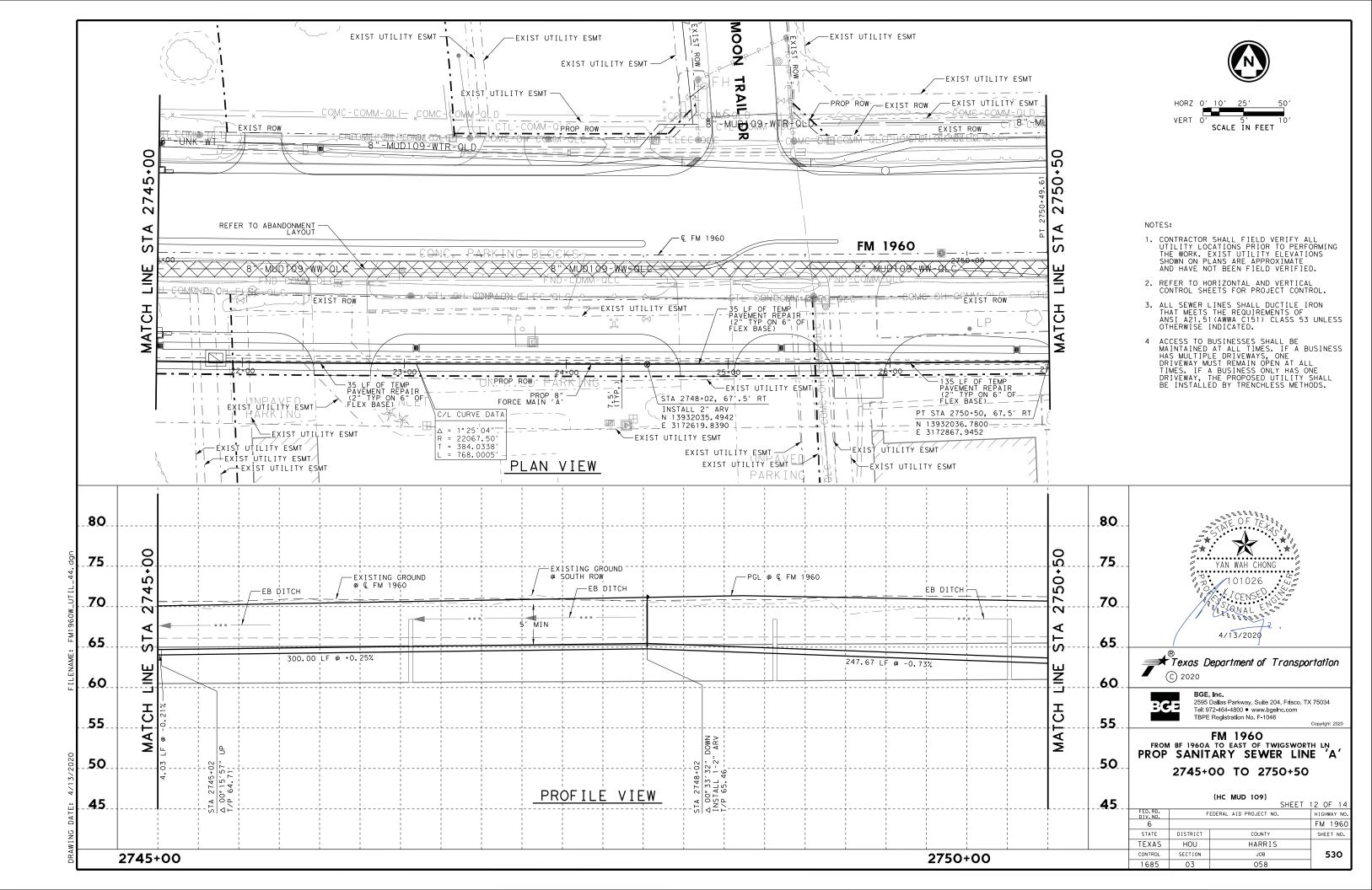


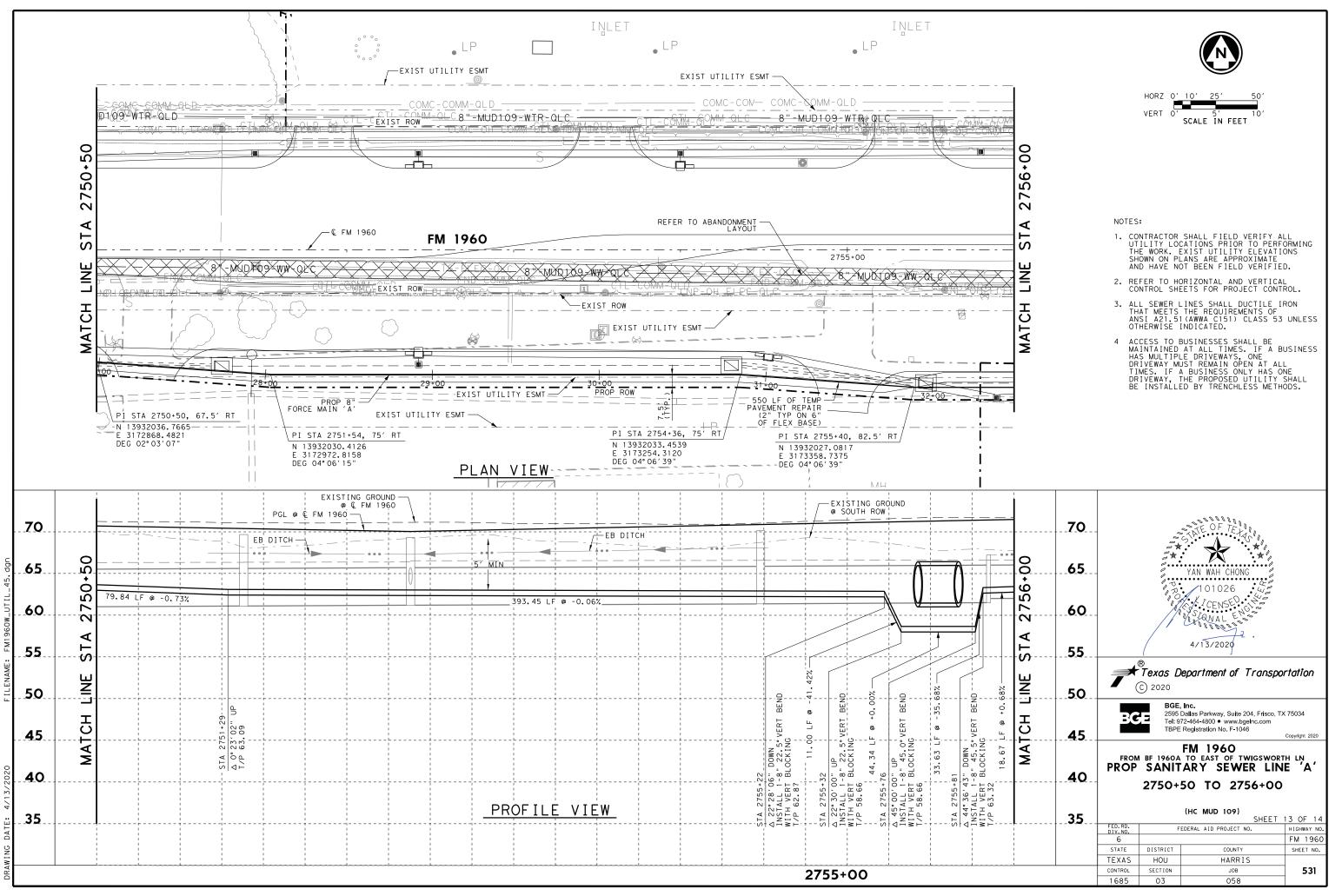


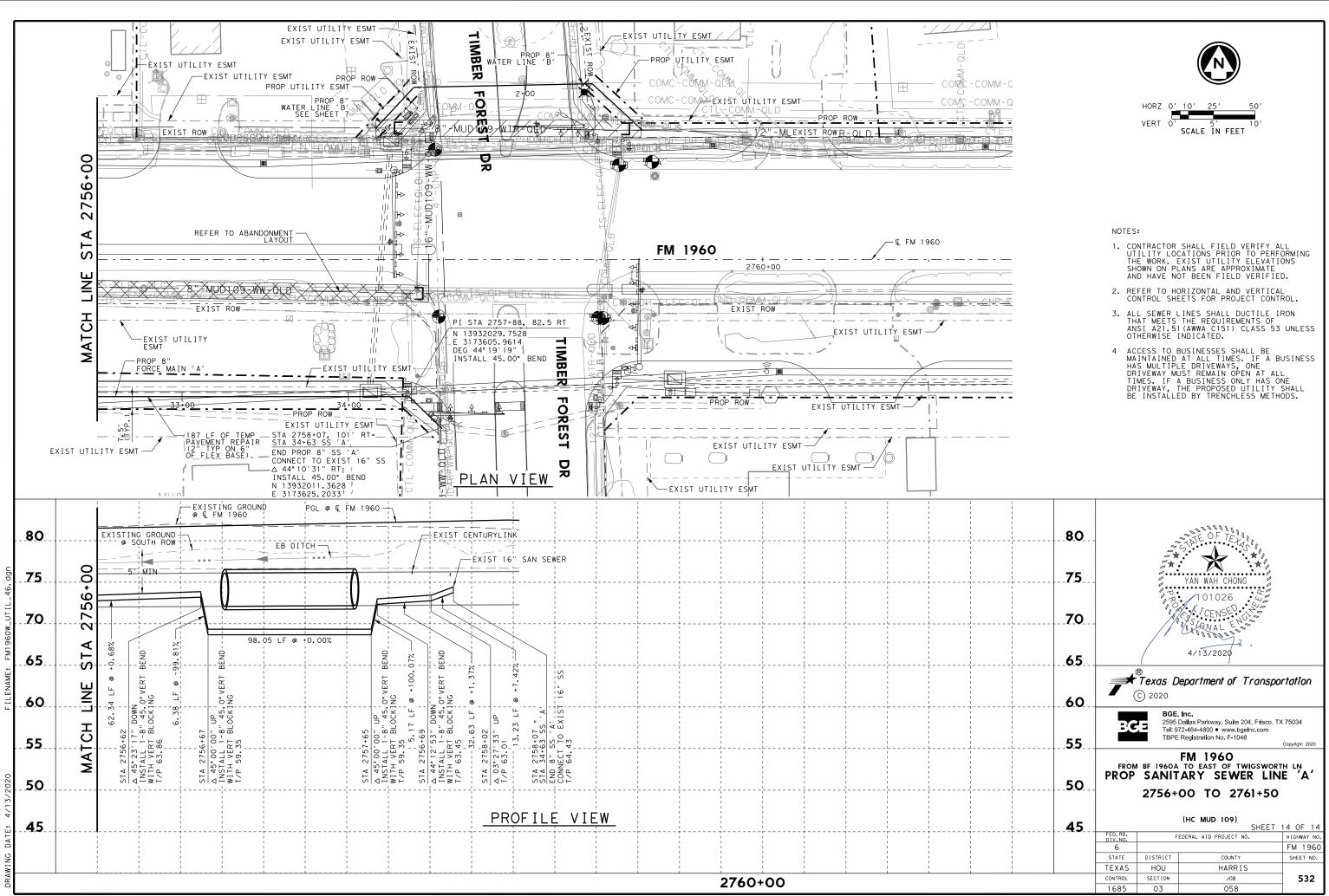
4				(HC MUD 109)	SHEET	9 OF 14
		D. RD. V. NO.	F	EDERAL AID PROJECT NO.		HIGHWAY NO.
		6				FM 1960
	S	TATE	DISTRICT	COUNTY		SHEET NO.
	TE	EXAS	HOU	HARRIS		
	CO	NTROL	SECTION	JOB		527
	1	685	03	058		





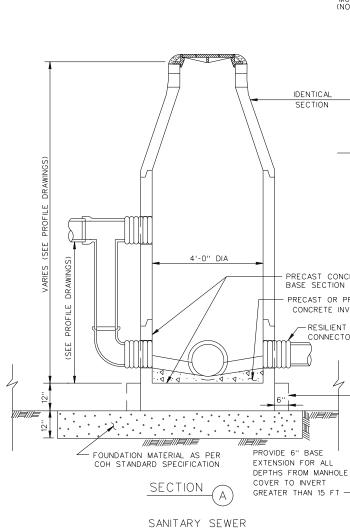






			(HC MUD 109)	
45			SHEET	14 OF 14
	FED.RD. DIV.NO.	F	EDERAL AID PROJECT NO.	HIGHWAY NO.
	6			FM 1960
	STATE	DISTRICT	COUNTY	SHEET NO.
	TEXAS	HOU	HARRIS	
	CONTROL	SECTION	JOB	532
	1685	03	058	

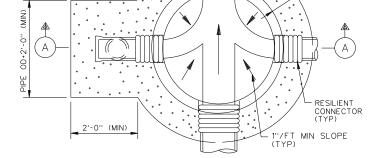




4'-0" DIAMETER PRECAST

CONCRETE MANHOLE







CEMENT-MORTAR (NOTE 7)

IDENTICAL

SECTION

- PRECAST CONCRETE BASE SECTION

PRECAST OR PREMIX

CONCRETE INVERT - RESILIENT

-

CONNECTOR (TYP)

1'-6''

- REQUIRED.
- PRECAST CONCRETE RINGS SHALL BE PROVIDED FOR A COMBINED ADJUSTMENT HEIGHT OF AT LEAST 12". THE TOTAL HEIGHT OF THE ADJUSTMENT RINGS SHALL NOT EXCEED

MANHOLE WALL THICKNESS FOR DEPTH EXCEEDING 12'-0" SHALL BE DETERMINED TO MEET LOADING CONDITIONS. MIN THICKNESS 5".

MANHOLE DROP AND INTERSECTING PIPES SHALL BE INSTALLED ONLY WHEN CALLED FOR IN PLAN AND PROFILE DRAWING.

5. SEAT MANHOLE FRAME IN SEALANT PER COH STANDARD SPECIFICATION.

6. ECCENTRIC PRECAST CONCRETE MANHOLE MAY BE USED.

7. OMIT CEMENT MORTAR WHEN MANHOLE IS LOCATED IN PAVED AREAS.

8. MIN REINFORCING IN THE PRECAST CONCRETE BASE SHALL BE • 5 @ 8 EW.

9. PROVIDE BACKFILL TO MATCH ADJACENT PIPE TRENCH BACKFILL PER COH STANDARD

32" DIA STANDARD MANHOLE FRAME AND COVER SEE COH STANDARD DETAIL

SPECIFICATION.

-SEE NOTE 5

ADJUSTMENT RINGS

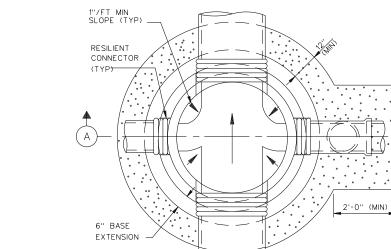
TO BE COMBINED

AND SEALED WITH APPROVED SEALANT-

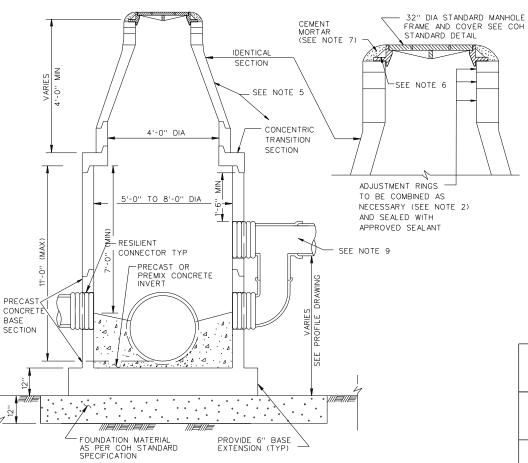
AS NECESSARY

(NOTE 2)

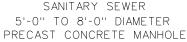
1. DEPTH OF MANHOLE DETERMINES SECTIONS







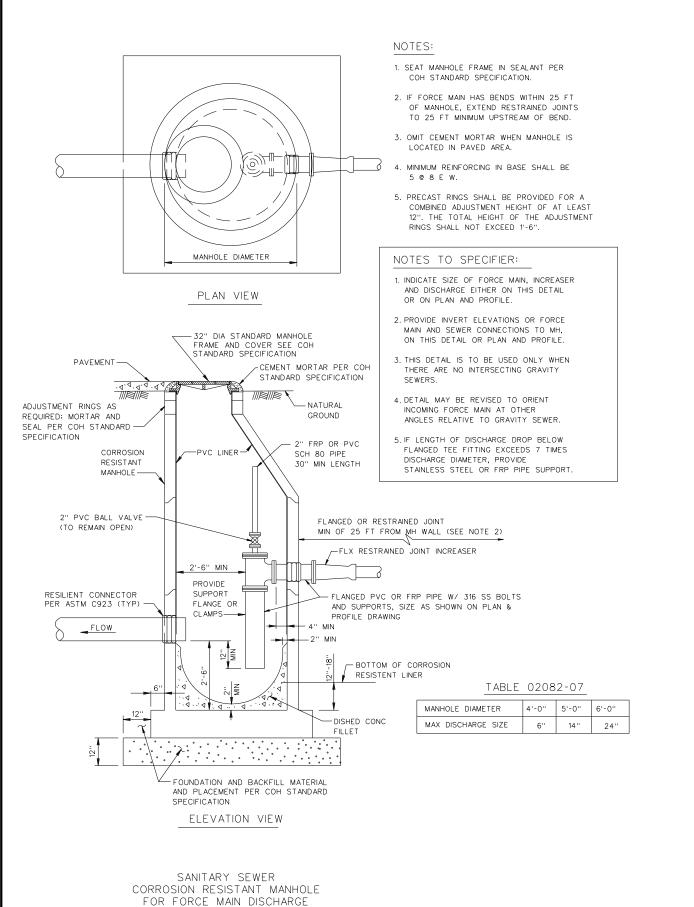
SECTION А

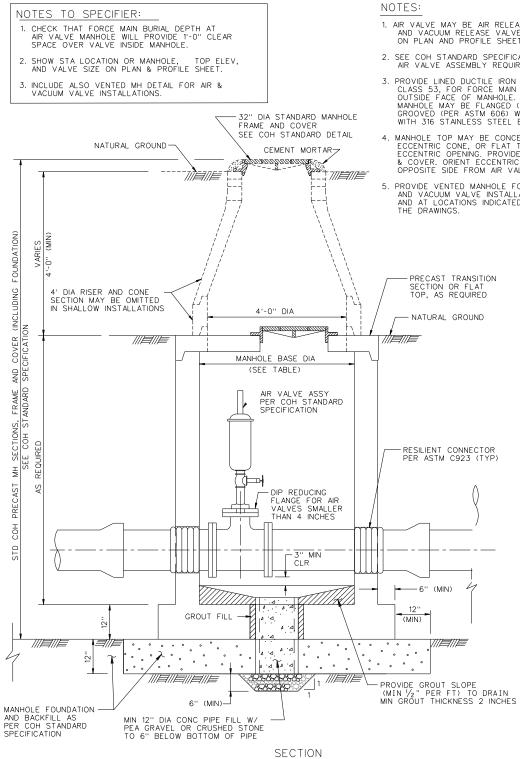


NOTES:

- 1. DEPTH OF MANHOLE DETERMINES SECTIONS REQUIRED.
- PRECAST CONCRETE RINGS SHALL BE PROVIDED FOR A COMBINED ADJUSTMENT HEIGHT OF AT LEAST 12". THE TOTAL HEIGHT OF THE ADJUSTMENT RINGS SHALL NOT EXCEED 1'-6".
- . MANHOLE WALL THICKNESS FOR DEPTH EXCEEDING 12'-0" SHALL BE DETERMINED TO MEET LOADING CONDITIONS. MIN THICKNESS 5".
- MANHOLE DROP AND INTERSECTING PIPES SHALL BE INSTALLED ONLY WHEN CALLED FOR IN PLAN AND PROFILE DRAWING.
- 5. ALTERNATE ECCENTRIC CONE AND/OR TRANSITION SECTION MAY BE USED.
- 5. SEAT MANHOLE FRAME IN SEALANT PER COH STANDARD SPECIFICATION.
- 7. OMIT CEMENT MORTAR WHEN MANHOLE IS LOCATED IN PAVED AREAS.
- 8. MIN REINFORCING IN THE PRECAST CONCRETE BASE SHALL BE 5 @ 8 EW.
- WHERE DIMENSIONAL RESTRICTIONS DICTATE, THE MANHOLE BASE HEIGHT SHALL BE ADJUSTED TO HAVE THE UPPER INLET PIPE OF THE DROP ENTER INTO THE 4'-O" DIAMETER RISER SECTION. SECTION.
- 10. PROVIDE BACKFILL TO MATCH ADJACENT PIPE TRENCH BACKFILL PER COH STANDARD SPECIFICATION.







SANITARY SEWER AIR RELEASE OR AIR/VACUUM RELEASE VALVE MANHOLE

1. AIR VALVE MAY BE AIR RELEASE OR AIR AND VACUUM RELEASE VALVE AS NOTED ON PLAN AND PROFILE SHEET.

2. SEE COH STANDARD SPECIFICATION FOR AIR VALVE ASSEMBLY REQUIREMENTS.

3. PROVIDE LINED DUCTILE IRON PIPE, THICK. CLASS 53, FOR FORCE MAIN WITHIN 12" OF OUTSIDE FACE OF MANHOLE. JOINTS WITHIN MANHOLE MAY BE FLANGED (AS SHOWN) OR GROOVED (PER ASTM 606) WITHIN MANHOLE, WITH 316 STAINLESS STEEL BOLTS.

 MANHOLE TOP MAY BE CONCENTRIC CONE, ECCENTRIC CONE, OR FLAT TOP WITH ECCENTRIC OPENING. PROVIDE 32" FRAME & COVER ORIENT ECCENTRIC OPENING OPPOSITE SIDE FROM AIR VALVE.

PROVIDE VENTED MANHOLE FOR AIR AND VACUUM VALVE INSTALLATIONS AND AT LOCATIONS INDICATED ON THE DRAWINGS.

TABLE

MANHOLE BASE DIAMETER (FT)	MAX FORCE MAIN DIAMETER						
5	8						
6	16						
8	36						



JOB

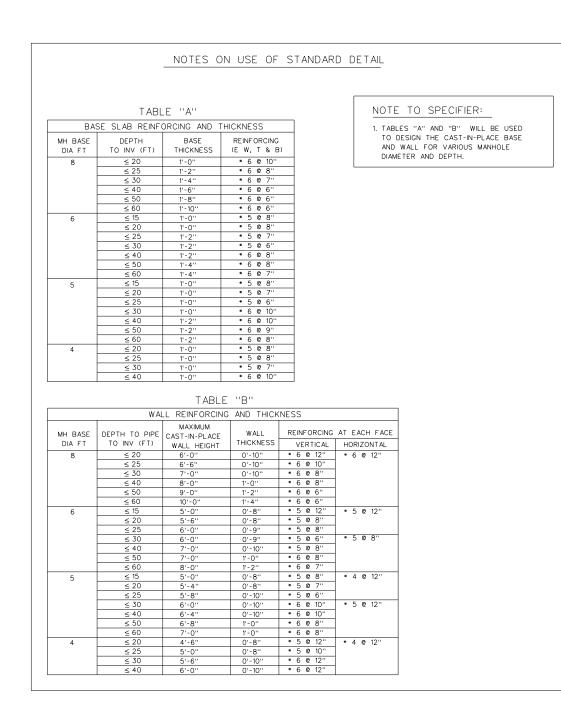
058

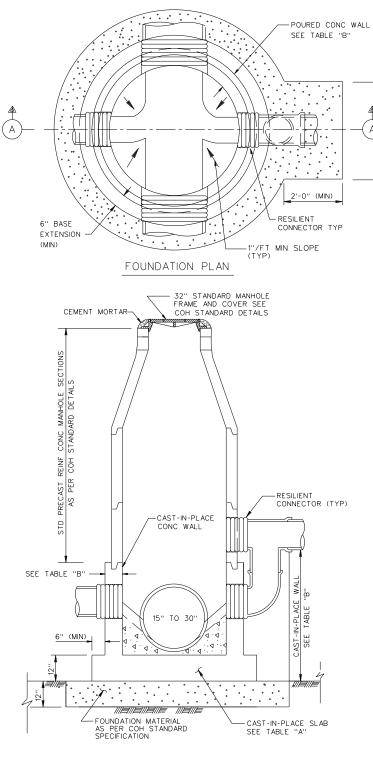
559

CONTROL

1685

SECTION





ELEVATION A

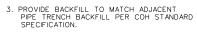
SANITARY SEWER PRECAST CONCRETE MANHOLE WITH CAST-IN-PLACE BASE

▲

A

NOTES:

- SEAT MANHOLE FRAME IN SEALANT PER COH STANDARD SPECIFICATION.
- 2. OMIT CEMENT MORTAR WHEN MANHOLE IS LOCATED IN PAVED AREAS.



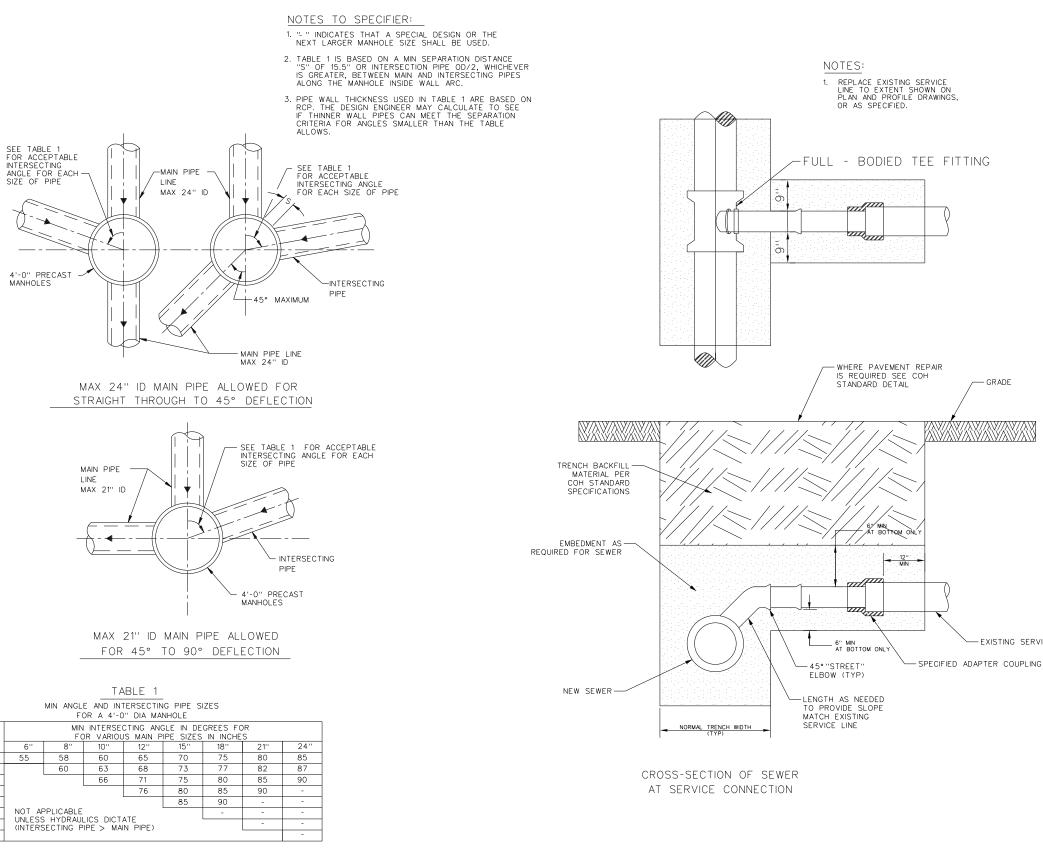
MANHOLE DROP AND INTERSECTING PIPES SHALL BE INSTALLED ONLY WHEN CALLED FOR IN PLAN AND PROFILE DRAWING.

Texas Department of Transportation C 2020 BGE, Inc. 2595 Dallas Parkway, Sulte 204, Frisco, TX 75034 Tel: 972-464-4800 • www.bgeinc.com RCE TBPE Registration No. F-1046 Copyright 2020 FM 1960 FROM BE 1960A TO EAST OF TWIGSWORTH LN SANITARY DETAILS (HC MUD 109) SHEET 3 OF 11 FED.RD. DIV.NO. FEDERAL AID PROJECT NO. HIGHWAY NO 6 FM 1960 STATE DISTRICT COUNTY SHEET NO. TEXAS HARRIS HOU CONTROL SECTION JOB 560

058

1685





SANITARY SEWER 4'-0" DIAMETER PRECAST CONCRETE MANHOLE NOTES

INTERSECTING PIPE SIZE (INCHES)

6

8

10

12

15

18 21 24

SANITARY SEWER SERVICE RECONNECTION ON NEW OR REPLACEMENT SEWER

-EXISTING SERVICE LINE



NOTES ON USE OF STANDARD DETAIL 02082-03

TARLE 3

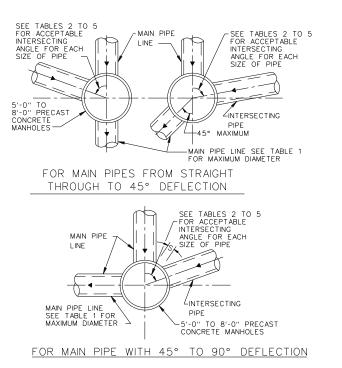


	TABLE 1 MAXIMUM MAIN PIPE DIAMETER (I D) IN INCHES										
MANHOLE DIAMETER (FT)	STRAIGHT THROUGH TO 45° DEFLECTION	WITH 90° DEFLECTION	TABLE TO BE USED								
5	36	27	2								
6	42	33	3								
7	48	36	4								
0	60	12	5								

		INIMUM AN					OR 6'-0"					
INTERSECTING PIPE ID SIZES								MAIN PIPE		IN INCHES		
(INCHES)	8''	10''	12''	15''	18''	21''	24''	27"	30''	33''	36''	42"
8	40	42	45	49	51	54	57	61	63	67	70	78
10		44	47	50	53	56	59	62	65	69	72	79
12	1		50	54	56	60	62	66	68	72	75	83
15	1			57	59	62	65	69	71	75	78	85
18	1				62	65	68	71	74	78	81	88
21	1					68	71	74	77	81	84	-
24	1						74	77	80	84	87	-
27	1							83	85	89	-	-
30	1			×					-	-	-	-
33	1									-	-	-
36	1										-	-
42	1											-

NOTES TO SPECIFIER:

- 2. TABLES 2 TO 5 ARE BASED ON A MIN SEPARATION DISTANCE "S" OF 15.5" OR INTERSECTION PIPE OD/2, WHICHEVER IS GREATER, BETWEEN MAIN AND INTERSECTING PIPES ALONG THE MANHOLE INSIDE WALL ARC
- 3. PIPE WALL THICKNESS USED IN TABLES 2 TO 5 ARE BASED ON RCP. THE DESIGN ENGINEER MAY CALCULATE TO SEE IF THINNER WALL PIPES CAN MEET THE SEPARATION CRITERIA FOR ANGLES SMALLER THAN THE TABLES ALLOW.
- LIMITATIONS TO BASE HEIGHT ARE BASED ON RESISTING BUOYANT UPLIFT FORCES BASED ON WATER AT GROUND SURFACE AND A SAFETY FACTOR OF 1.20.
- 5. A SPECIAL DESIGN IS REQUIRED IF MANHOLE ID IS GREATER THAN 8 FT.

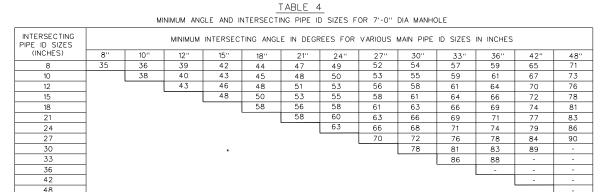


TABLE 5 MINIMUM ANGLE AND INTERSECTING PIPE ID SIZES FOR 8'-0" DIA MANHOLE

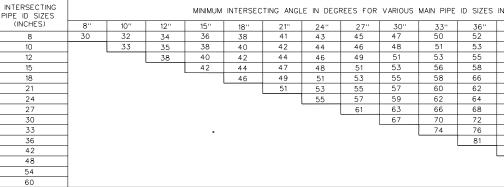
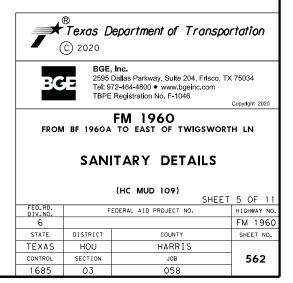


TABLE 2 MINIMUM ANGLE AND INTERSECTING PIPE ID SIZES FOR 5'-0" DIA MANHOLE

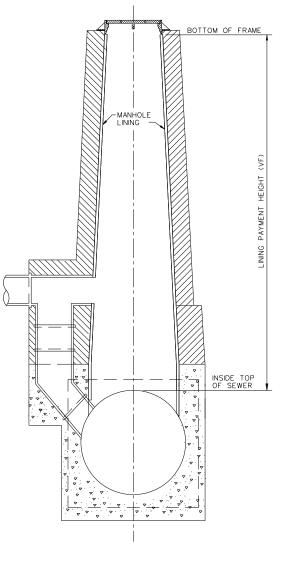
INTERSECTING PIPE ID SIZES	MINIMUM INTERSECTING ANGLE IN DEGREES FOR VARIOUS MAIN PIPE ID SIZES IN INCHES										
(INCHES)	8''	10''	12''	15''	18''	21''	24''	27''	30''	33''	36''
8	49	50	54	58	61	66	69	73	77	82	86
10		53	57	61	64	68	71	76	79	84	88
12			61	65	68	72	75	80	83	88	-
15				68	71	75	79	83	87	-	-
18	1				75	79	82	87	90	-	-
21]					83	86	90	-	-	-
24							90	-	-	-	-
27			×					-	-	-	-
30	1								-	-	-
33	1									-	-
36											-

1. "- " INDICATES THAT A SPECIAL DESIGN OR THE NEXT LARGER MANHOLE SIZE SHALL BE USED.

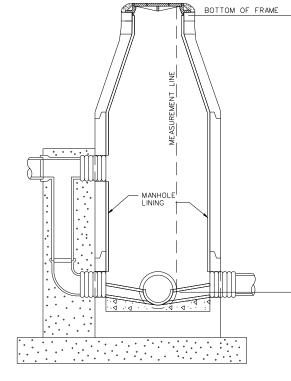
N INCHES					
42''	48''	54''	60''		
56	61	67	74		
58	63	68	77		
60	65	71	79		
62	67	73	81		
64	70	75	83		
67	72	77	85		
69	74	79	89		
73	78	83	-		
77	82	87	-		
81	86	-	-		
86	-	-	-		
-	-	-	-		
	-	-	-		
		-	-		
			-		



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TYPICAL MONOLITHIC SEWER MANHOLE



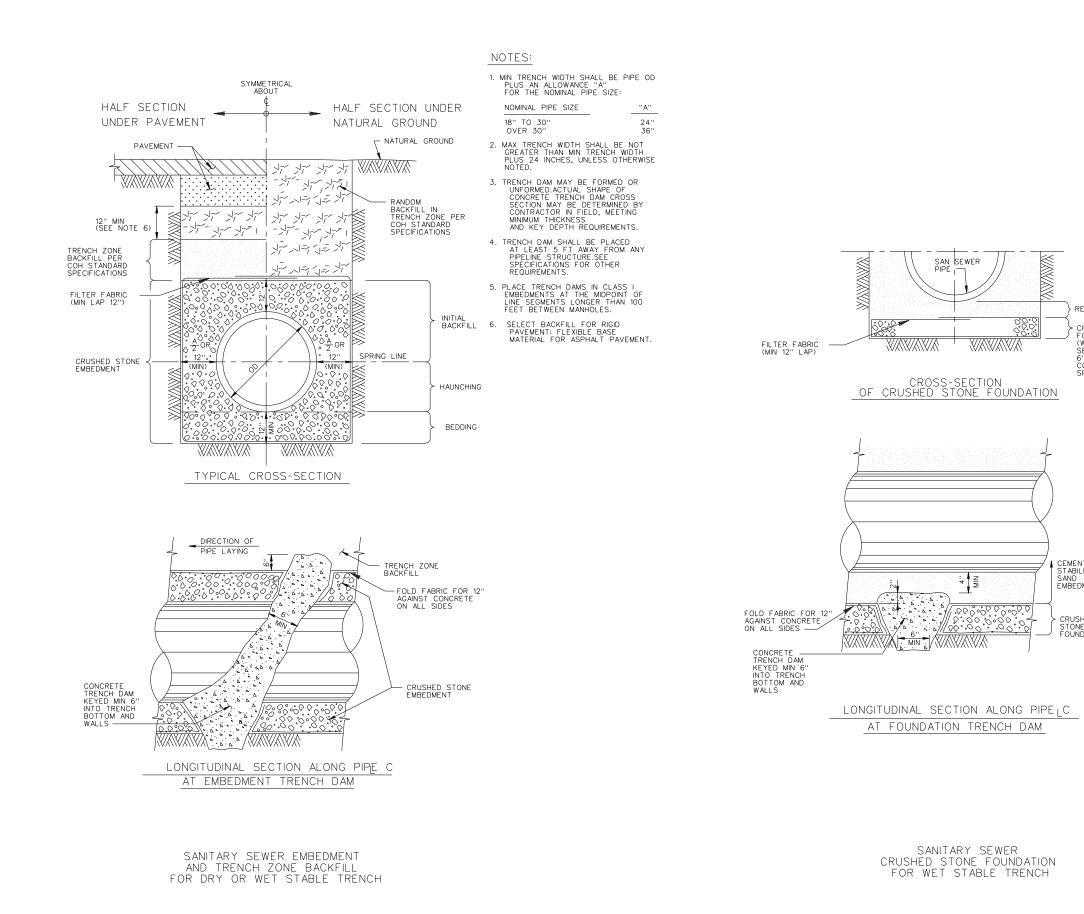
TYPICAL PIPE SEWER MANHOLE

THIS IS NOT A STANDARD DETAIL. IT IS TO BE USED ONLY AS A GUIDE FOR MEASUREMENT PURPOSES

> SANITARY SEWER MANHOLE LINING PAYMENT LIMITS

	_	
	FRAME)	
	MANHOLE	
	ОF	
T (VF)	INSIDE	
EIGH	AT	
NT	LINE	
LINING PAYMENT HEIGHT (VF)	VERTICAL	
	AL ONG	
	(MEASURED ALONG VERTICAL LINE AT INSIDE OF MANHOLE FRAME)	
1		BENCH





NOTES:

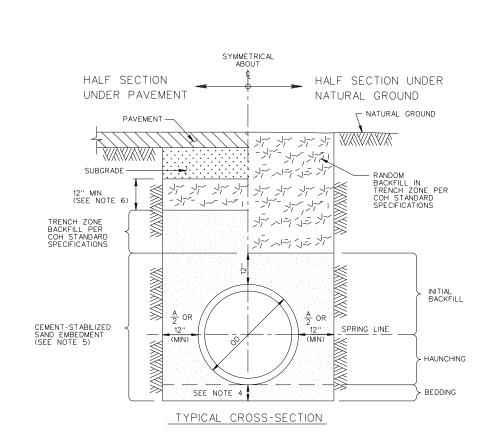
- 1. ACTUAL SHAPE OF CONCRETE TRENCH DAM CROSS SECTION MAY BE DETERMINED BY CONTRACTOR IN FIELD, MEETING MINIMUM THICKNESS AND KEY DEPTH REQUIREMENTS.
- 2. THIS DETAIL SHALL BE USED WITH CEMENT STABILIZED SAND EMBEDMENT, OR OTHER CLASS II EMBEDMENT, IN WET STABLE TREVIL CONDUCTIONS TRENCH CONDITIONS.
- 3. PLACE TRENCH DAMS IN CLASS I EMBEDMENTS AT THE MIDPOINT OF LINE SEGMENTS LONGER THAN 100 FEET BETWEEN MANHOLES.

REQUIRED BEDDING DEPTH CRUSHED STONE FOUNDATION (WHEN NEEDED FOR SEEPAGE DRAINAGE, 6" MIN DEPTH. SEE COH STANDARD SPECIFICATION)

CEMENT STABILIZED SAND EMBEDMENT

CRUSHED STONE FOUNDATION





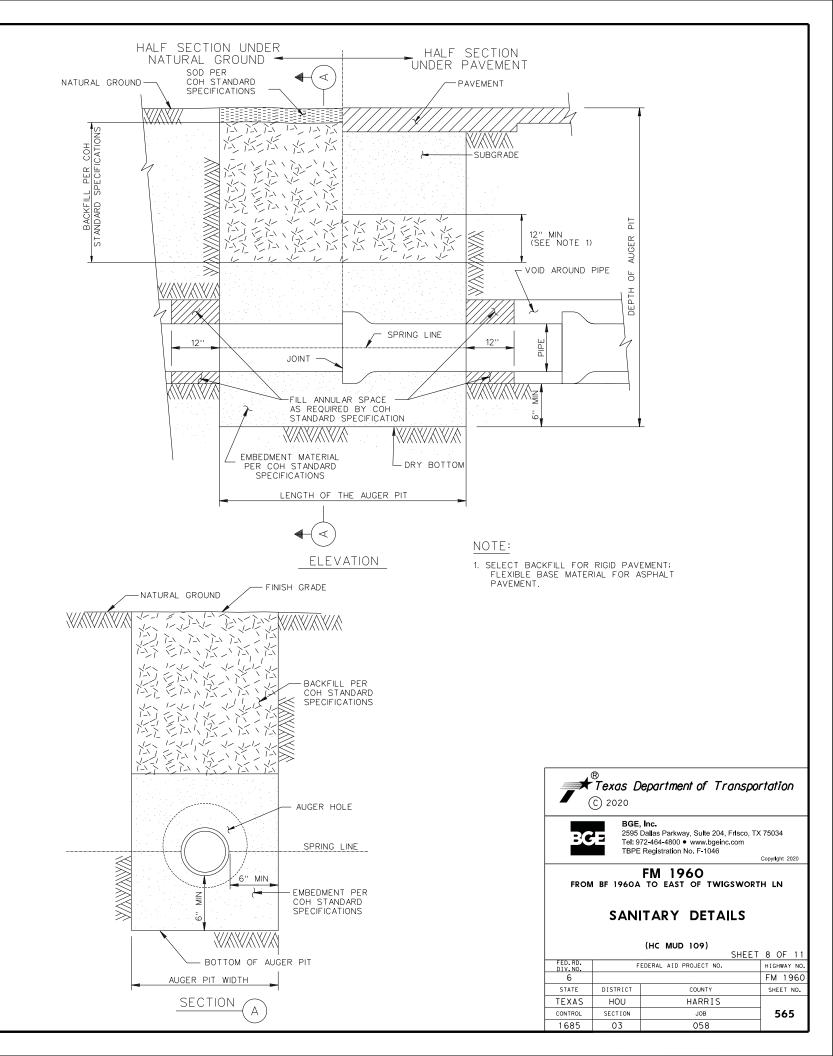
NOTES:

- 1. THIS DETAIL MAY BE USED ONLY FOR DRY STABLE TRENCH CONDITIONS PER COH STANDARD. SEE COH STANDARD SPECIFICATION FOR REQUIREMENTS IN OTHER CONDITIONS.
- MIN TRENCH WIDTH SHALL BE PIPE OD PLUS AN ALLOWANCE "A" FOR THE NOMINAL PIPE SIZE:

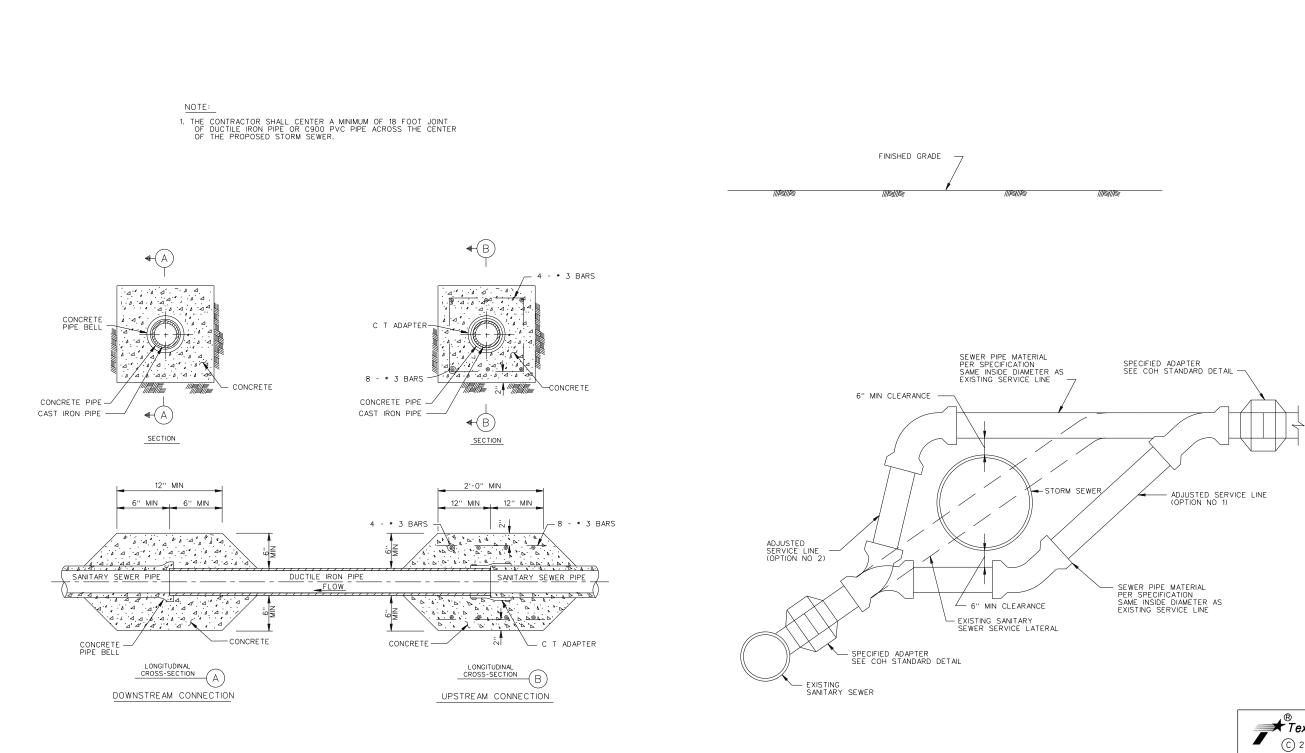
NOMINAL PIPE SIZE	"A"
18'' TO 30'' OVER 30''	

- MAX TRENCH WIDTH SHALL BE NOT GREATER THAN MIN TRENCH WIDTH PLUS 24 INCHES, UNLESS OTHERWISE NOTED.
- 4. MIN BEDDING DEPTH SHALL BE THE GREATER OF $^{\prime\prime}_{8}$ OD OR 6 INCHES.
- ALTERNATIVE EMBEDMENT BACKFILL MATERIALS FOR FORCE MAINS MAY BE ALLOWED. SEE COH STANDARD SPECIFICATIONS.
- SELECT BACKFILL FOR RIGID PAVEMENT; FLEXIBLE BASE MATERIAL FOR ASPHALT PAVEMENT.

SANITARY SEWER BEDDING AND BACKFILL FOR DRY STABLE TRENCH



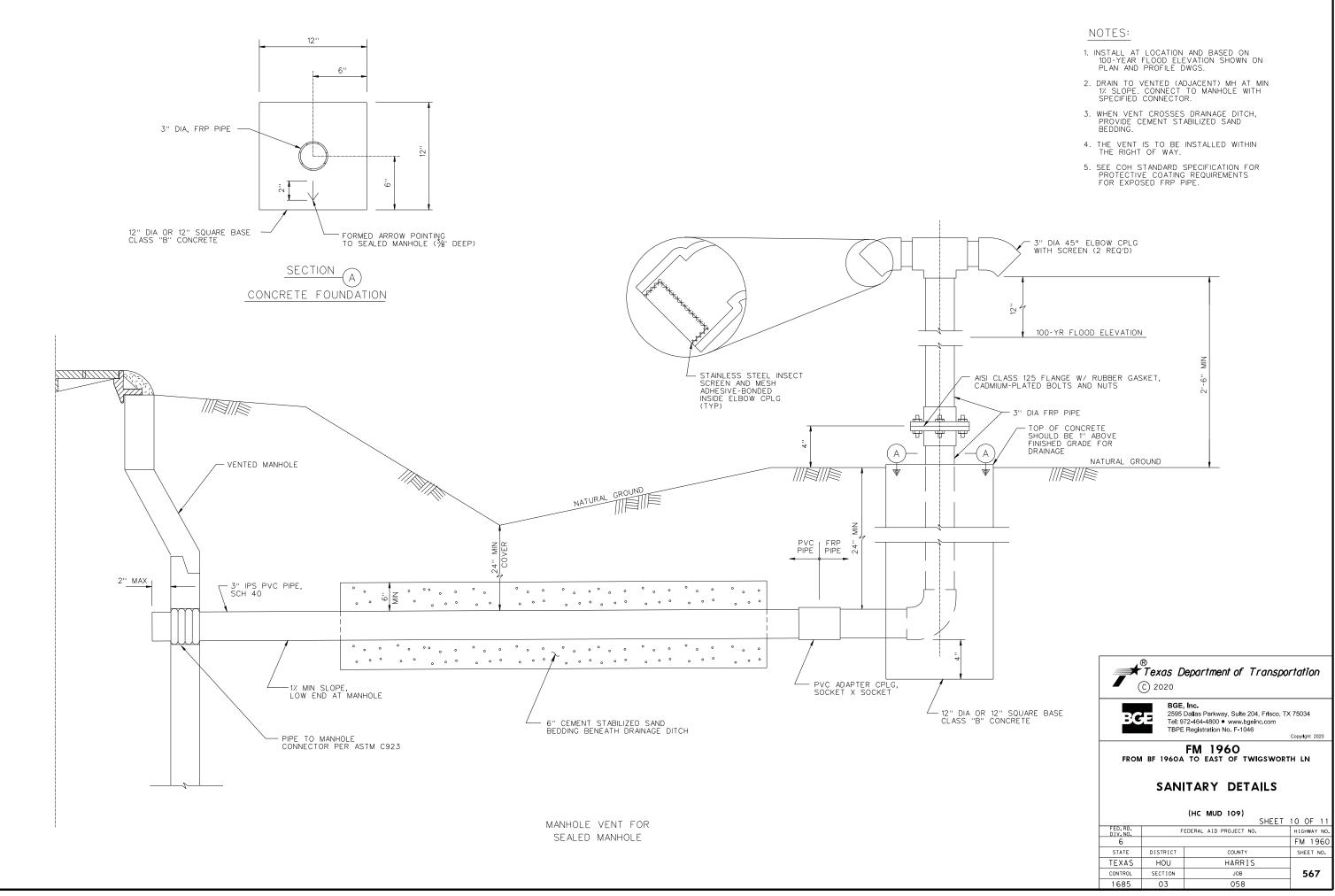
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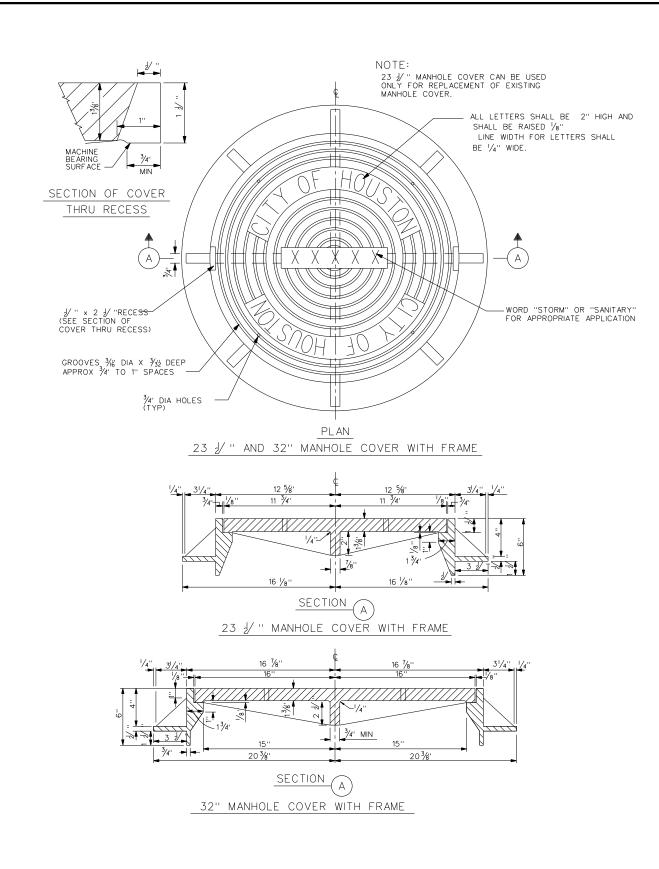


SANITARY SEWER DUCTILE IRON PIPE STORM SEWER CROSSING

SANITARY SEWER SERVICE LINE RECONNECTION FOR STORM SEWER CONFLICTS

	C 2020						
BG	BGE, Inc. 2595 Dallas Parkway, Sulte 204, Frisco, TX 75034 Tel: 972-464-4800 • www.bgeinc.com TBPE Registration No. F-1046						
		FM 1960					
FROM	FROM BE 1960A TO EAST OF TWIGSWORTH LN						
	SANITARY DETAILS						
	(HC MUD 109)						
FED. RD.			9 OF 11				
DIV.NO.	F	EDERAL AID PROJECT NO.	HIGHWAY NO.				
6			FM 1960				
STATE	DISTRICT	COUNTY	SHEET NO.				
TEXAS	HOU	HARRIS					
CONTROL	SECTION	566					
1685	03	1					





MANHOLE FRAME AND COVER



 \square

Attachment "B" Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C" Schedule of Work

Estimated Start Date:

The utility work for this project has been incorporated into the TxDOT contract and plan set. The schedule of work and estimated completion date for utility adjustments and/or relocation will be determined by the contractor's schedule of work.

Estimated Duration (days): 240 - 365

Estimated Completion Date:

Attachment "D" Statement Covering Contract Work

(ROW–U–48) (ROW–U–48–1, if applicable)



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

	U-Number: U15952		
ROW CSJ Number: 1685-03-	058	District: Hous	ton
County: Harris		Highway No.:	FM 1960
Federal Project No.: N/A			
I, Owen Parker		,	a duly authorized and qualified representative of
Harris County MUD No. 109		, hereinafte	er referred to as Owner , am fully cognizant of the

facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
- D The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the State and the Owner, the Owner requests the State to include the plans and specifications for this work in the general contract for construction of Highway FM 1960 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature	Date	<u> </u>
Board President		
Title		



Statement Covering Utility Construction Contract Work – In the State's Highway Construction Contract (As Referenced in Form ROW-U-48, Option E)

Work Responsibilities

- A. The Utility shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along <u>FM 1960</u>.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's <u>Houston</u> Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the <u>HCMUD 109</u> line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed <u>water/wastewater pipeline</u> during construction, and the relocation of <u>HCMUD 109</u> and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing <u>HCMUD 109</u> during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

- B. The State shall provide the following services under this contract:
 - i. Combine the <u>HCMUD 109</u> relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any constructionrelated activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
 - vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
 - vii. Make timely payment to the contractor for work performed in connection with the Project.
 - viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
 - ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
 - x. Maintain job file.

Attachment "E" Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)

Utility Joint Use Acknowledgment (ROW–U–JUAA)

Utility Installation Review/Permit Number:



UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

U-Number: U15952	
ROW CSJ: 1685-03-058	County: Harris
District: Houston	Highway: FM 1960
Federal Project No.: N/A	From: BF 1960A (STA 2585+05)
Projected Highway Letting Date: 07/31/20	To: E of Twigsworth Ln (STA 2795+00)

WHEREAS, the State of Texas, ("State"), acting by and through the Texas Department of Transportation ("TxDOT"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the Harris County MUD No. 109

("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Date

Utility

Initial Date Initial TxDOT



Form ROW-U-JUAA (Rev. 05/16) Page 2 of 2

If Utility's facilities are located along a non-controlled access highway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise TxDOT of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees 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 State 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.

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

The **Utility** and the **State**, by execution of this Acknowledgement , do not waive or relinquish any right that they may have under the law.

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

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

UTILITY

Utility: Harris County MUD No. 109

Name of Utility

By:

Authorized Signature

Owen Parker_____

Title: Board President

Date:

EXECUTION RECOMMENDED:

Director of TP&D:

THE STATE OF TEXAS

District

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:

District Engineer

Date:

Attachment "F" Eligibility Ratio

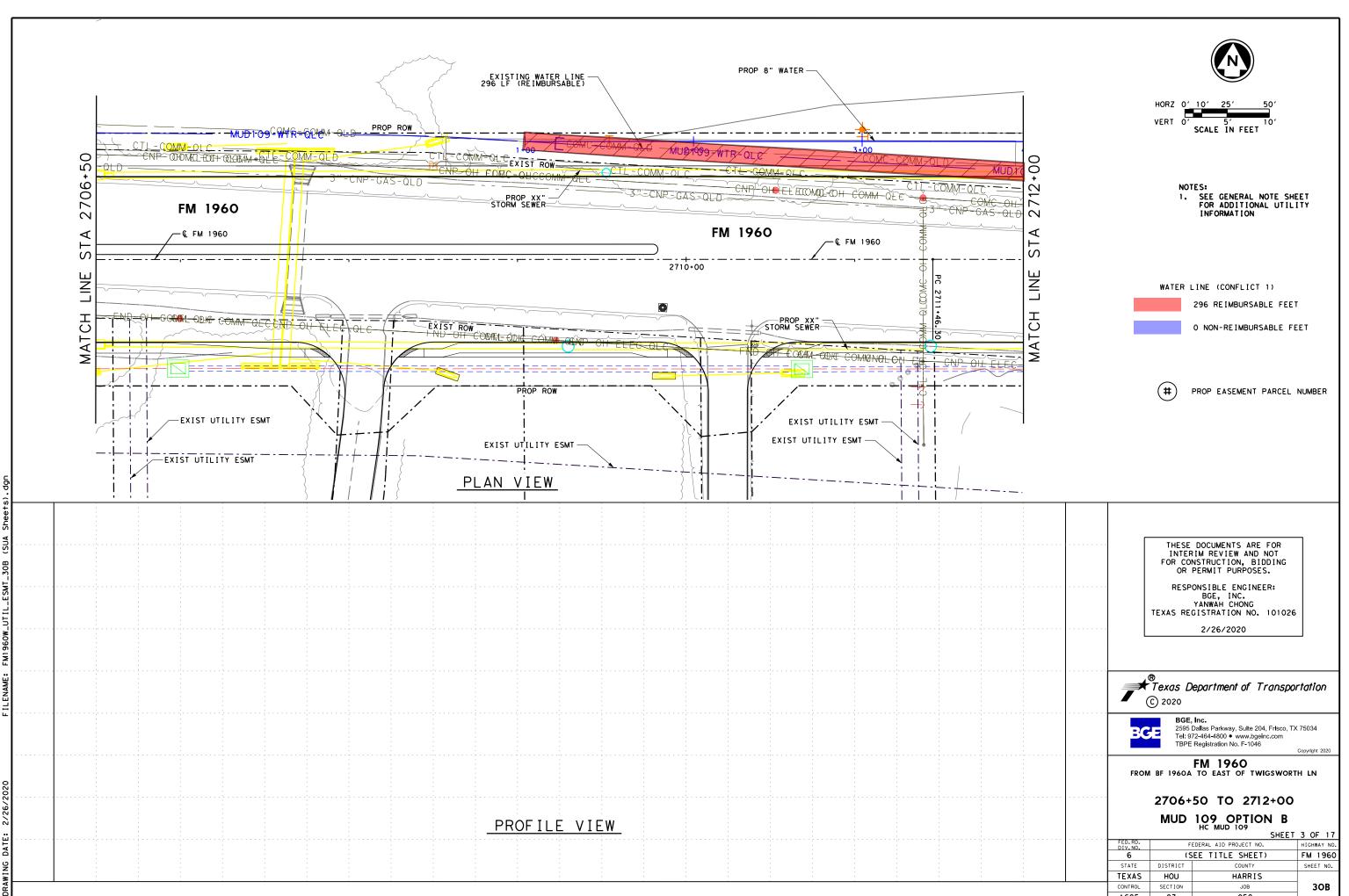
Eligibility Ratio established: 20.71 %

Non-interstate Highway (Calculation attached)

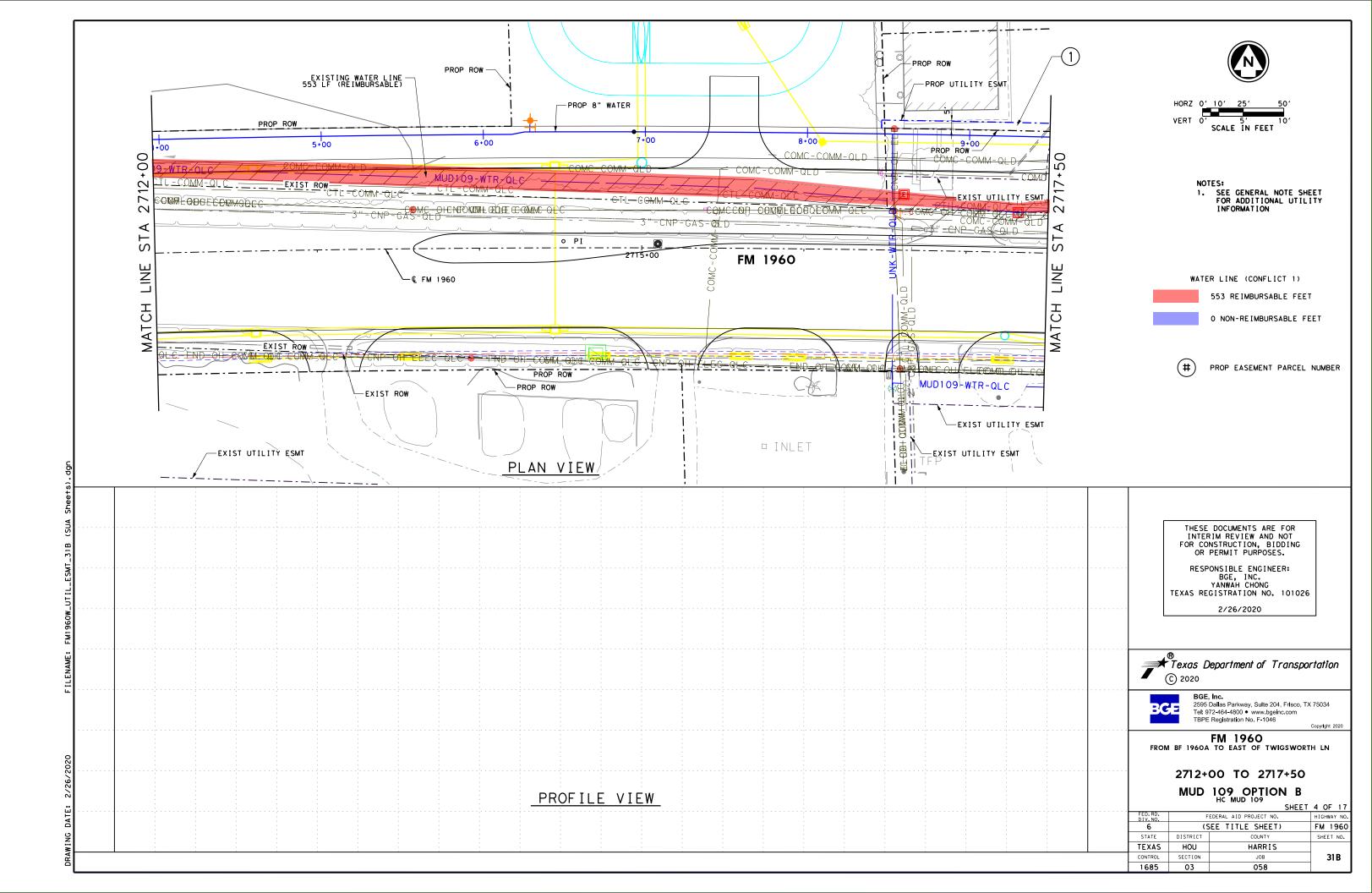
Interstate Highway

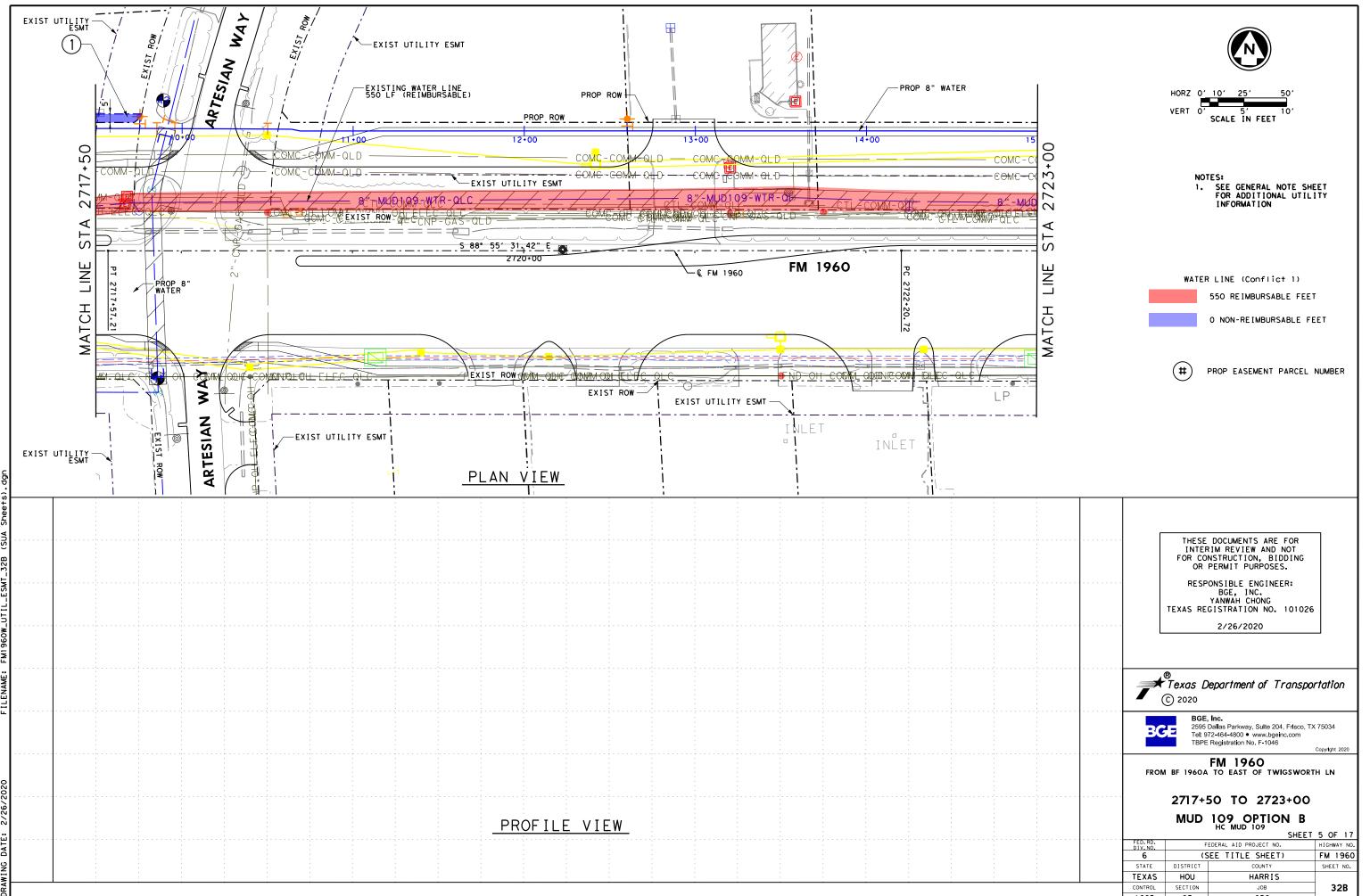
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1	30B	296	0		
	31B	553	0		
	32B	550	0		
	33B	407	158		
	34B	0	551		
	35B	0	549		
	36B	0	12	Total Length	Eligible %
		1806	1270	3076	58.71

Conflict	Sheet #	Reimbursable Length (ft)	Non-Reimbursable Length (ft))	
2	39B	23	13	7 Total Length	Eligible %
	Total	23	137	7 160	14.38
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Conflict	Sheet #	Reimbursable Length (ft)	Non-Reimbursable Length (ft)		
3	33B	0	403		
	34B	0	550		
	35B	0	551		
	36B	0	551		
	37B	0	550		
	38B	0	550		
	39B	0	196	Total Length	Eligible %
	Total	0	3351	3351	0.00

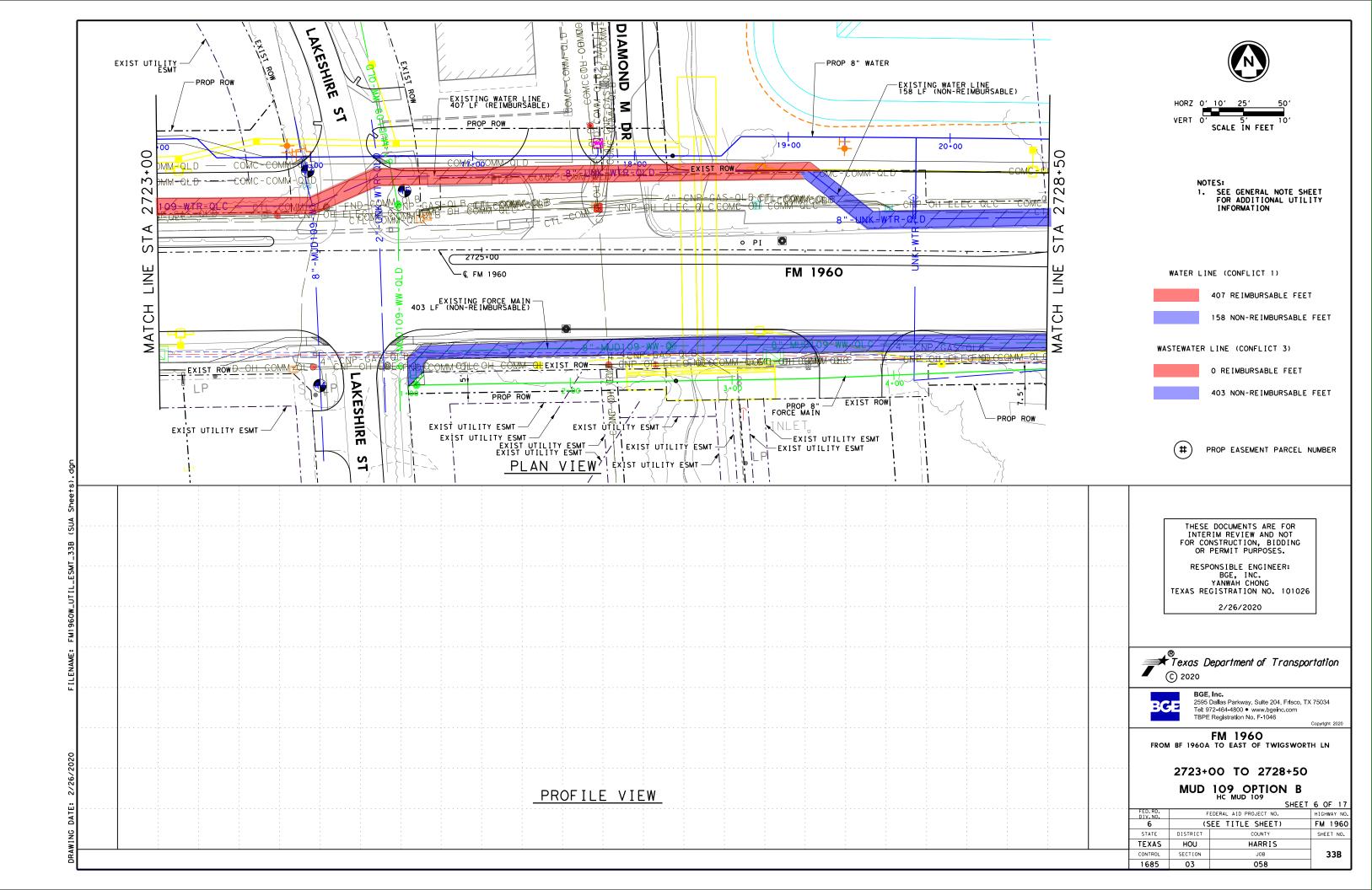


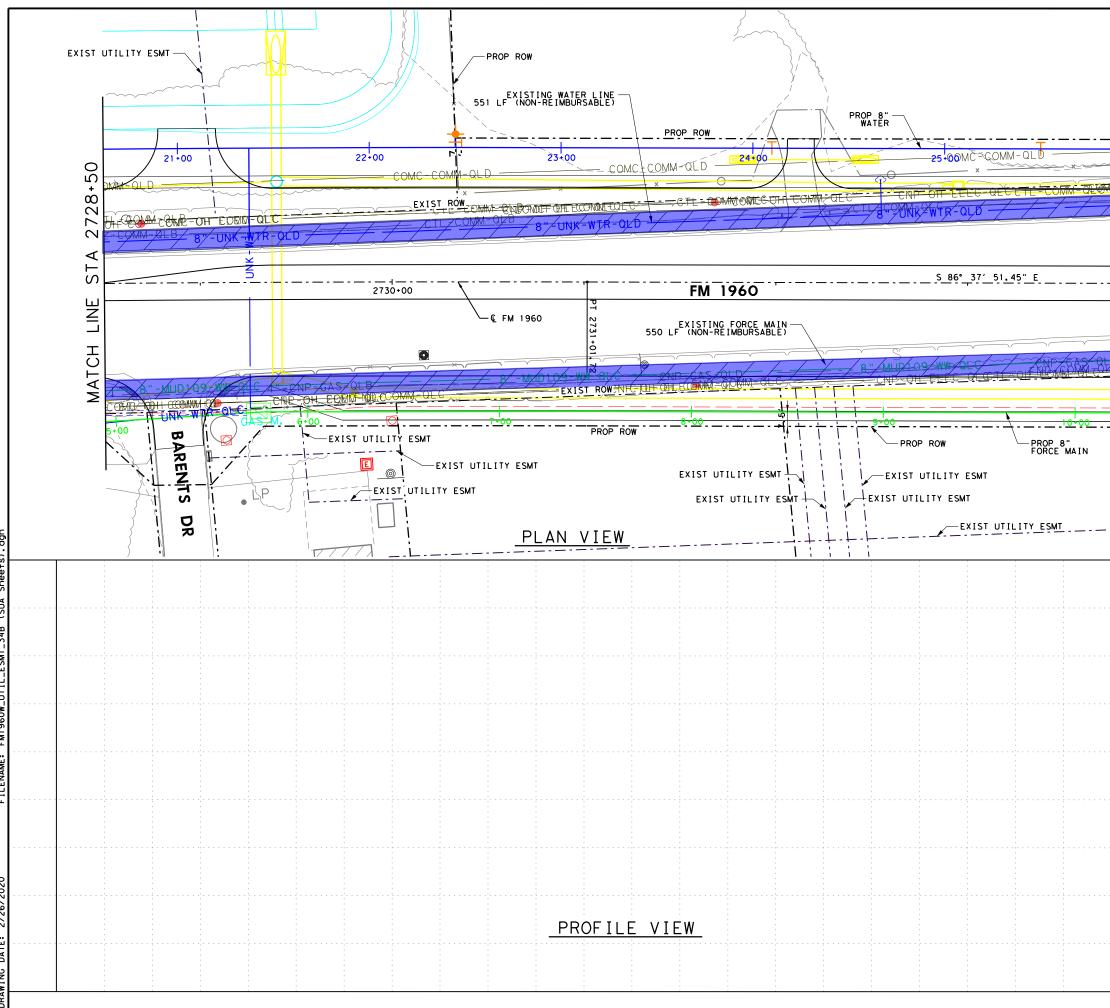
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	TEXAS	HOU	HARRIS	
	CONTROL	SECTION	JOB	3OB
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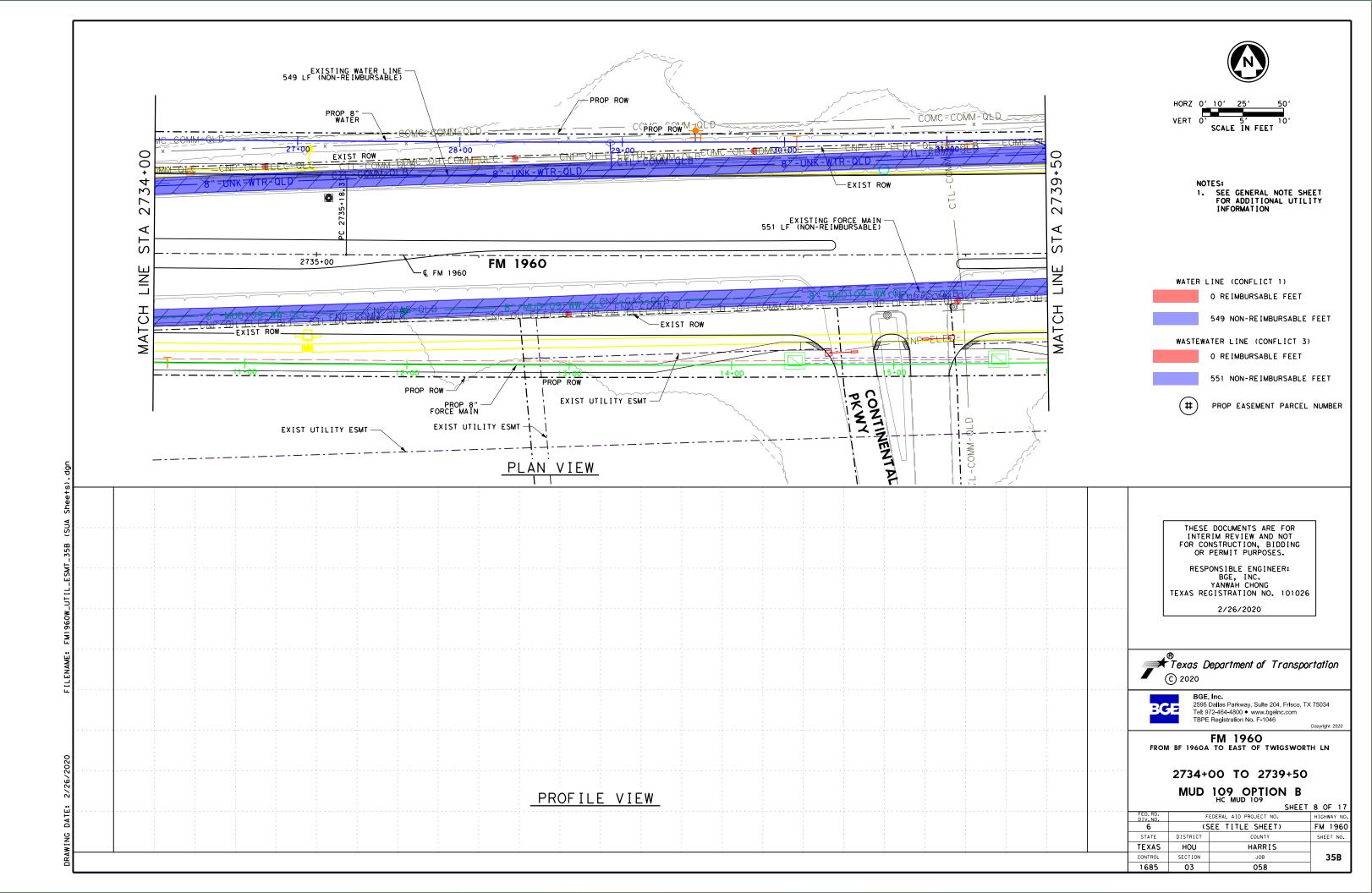


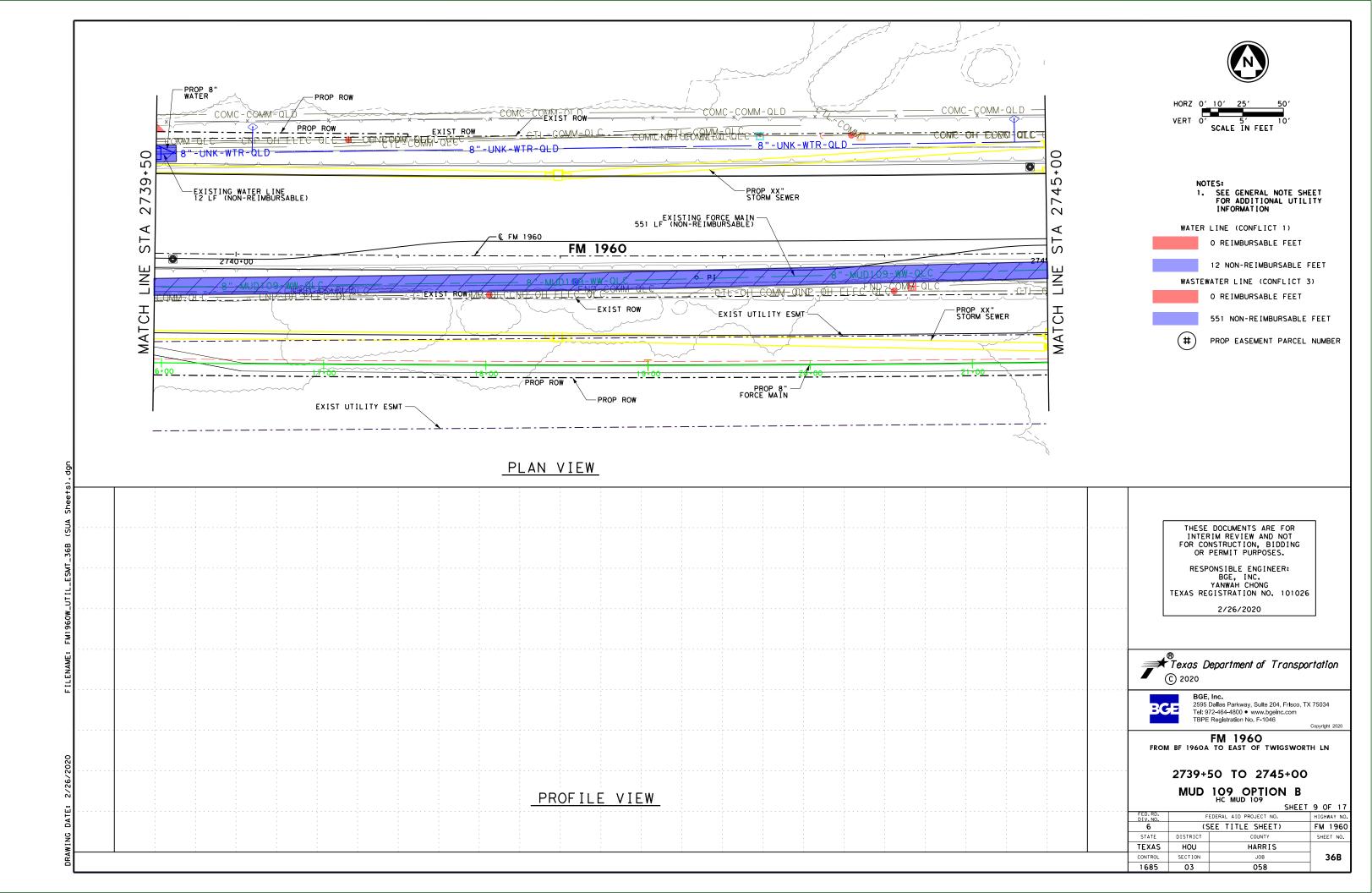
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		2/26/2020	
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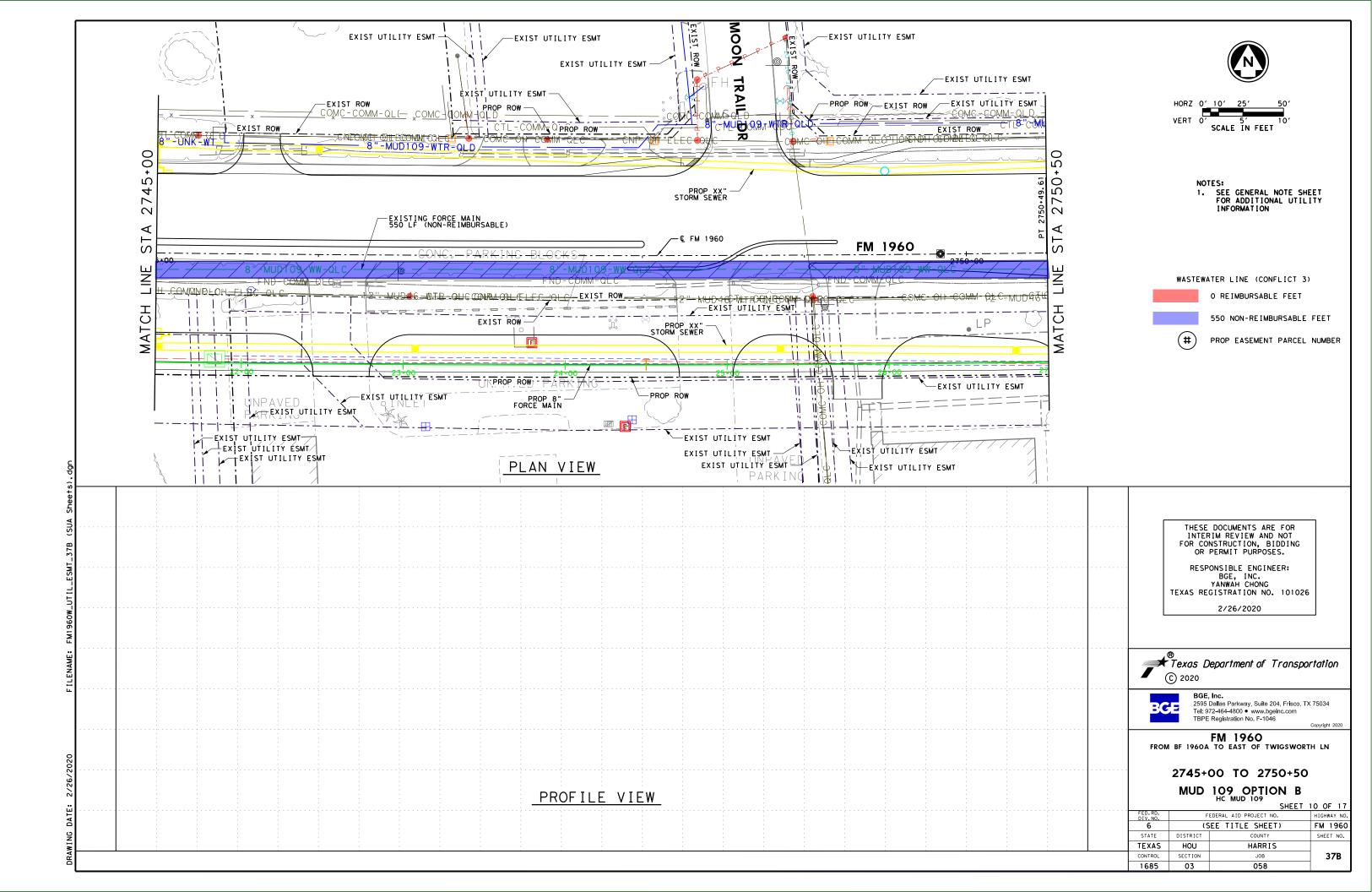


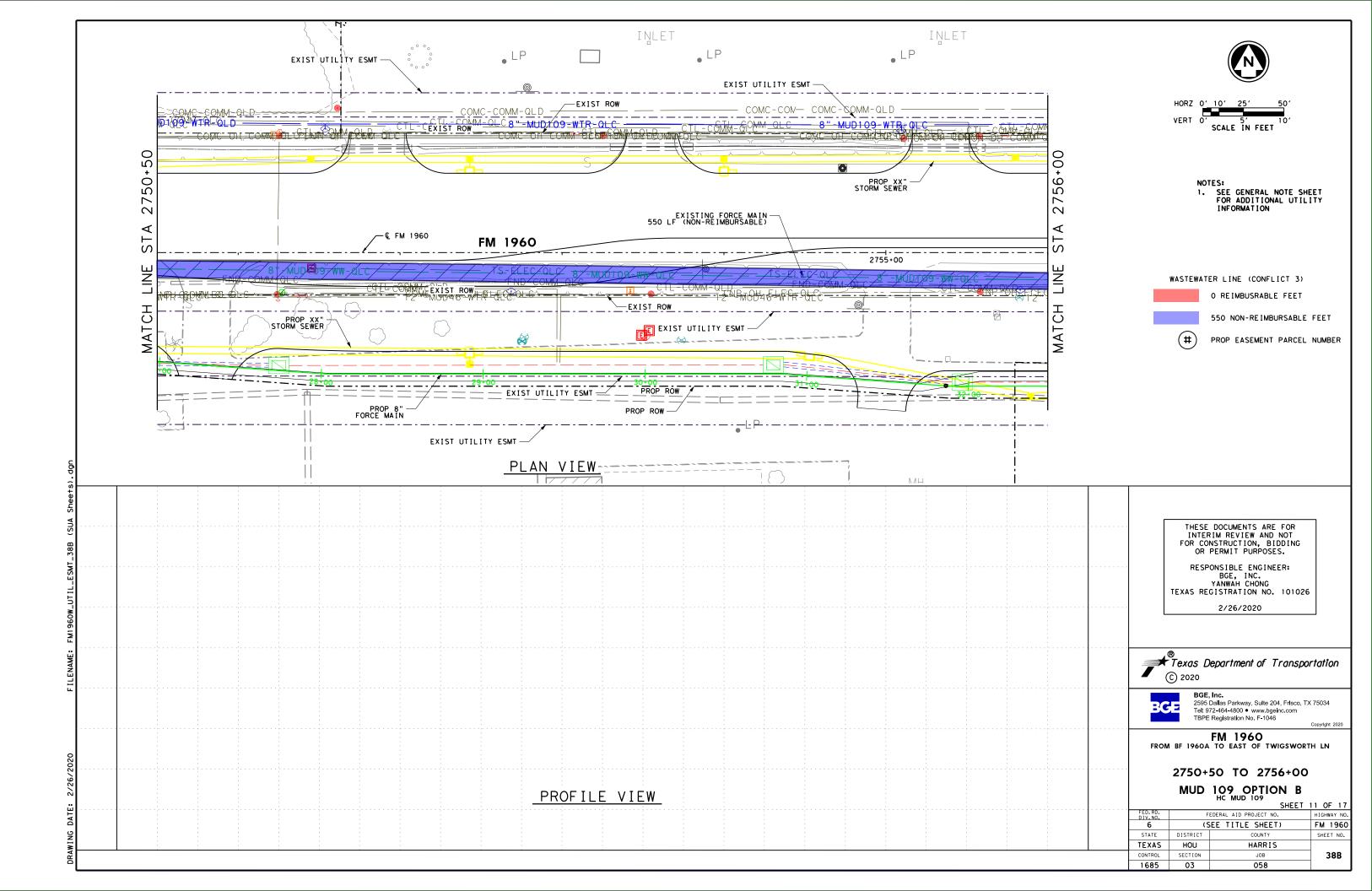


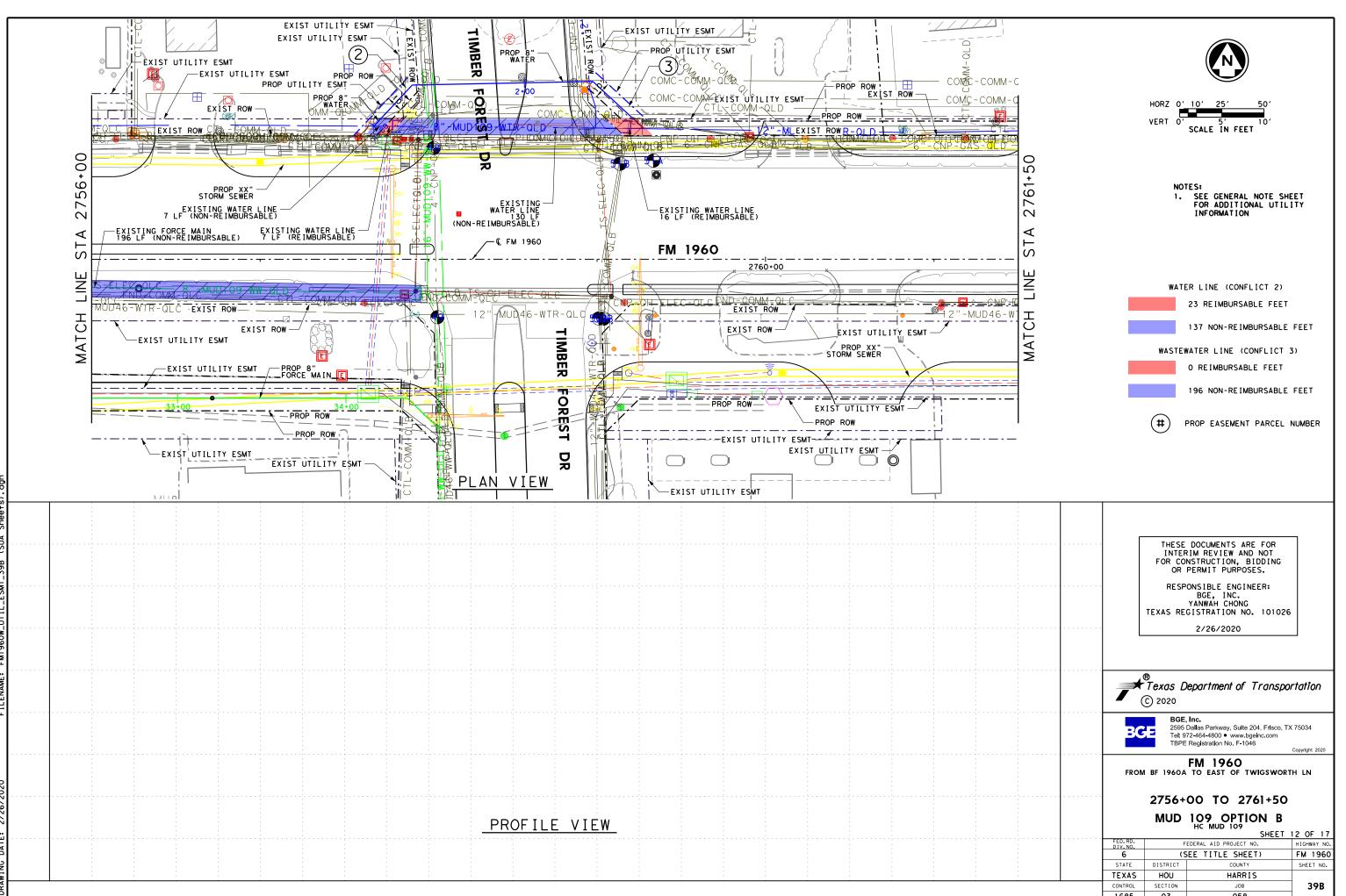
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STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	HOU	HARRIS	
CONTROL	SECTION	JOB	39B
1685	03	058	

Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: % (Calculation attached)
- Forced Betterment (Provide supporting documentation)



- (2) PVC pipe with integral restrained joint system, or ductile iron restrained joints fittings, epoxy lined and coated. Use AWWA C900 DR 18 for PVC restrained joints. Use 250 psi AWWA C900 DR 14 for vertical offsets.
- (3) Use only ductile iron and PVC products listed on OCE approved products list and/or in accordance with City Standard Specifications.

D. Appurtenances

- 1. Do not place appurtenances under pavement.
- 2. Valves
 - a. Spacing set at maximum distances along the line as follows:
 - (1) 4-inch through 12-inch diameter 1000 feet.
 - (2) 16-inch and 20-inch diameter 2000 feet.

b. Location:

- (1) Normally, locate valves at street intersections along the street right-ofway lines projected across the water line. Tapping sleeves and valves are excluded from this requirement. Maintain a minimum of 30 feet from the centerline of the outside rail. Do not propose valves inside ramps or at curb.
- (2) Isolate fire hydrants and flushing valves from the water line with a valve located in the fire hydrant or flushing valve branch. This valve shall not be located in the slope or flow line of roadside ditches.
- (3) Intermediate valves, not located on the projection of the right-of-way line, shall be located on lot lines or 5 feet from fire hydrants but not set in driveways.
- (4) Locate valves a minimum of 9 feet horizontally from sanitary sewer crossings and 4 feet horizontally from other utilities crossings.
- (5) Valves located near reducers shall be located on the smaller diameter pipe.
- (6) Provide flanged outlet and mount isolation valve directly on the flange on any branches to larger diameter water line.
- c. Valve Type (Unless otherwise specified):
 - (1) 20-inch and smaller Gate valves.
 - (2) Gate valves should be used for all meter installation.

3.

d. Number of Valves:

(1) Total number of valves at any water line intersection shall equal total number of lines leading out from the intersection point minus one, three valves for a cross, and two valves for a tee for 20-inch diameter lines and smaller.

Fire Hydrants and Flushing Valves

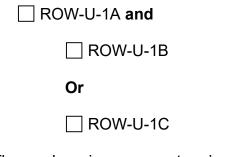
Fire hydrants should be designed to maintain sufficient water pressure for service to adequately protect public safety in residential area. The system must also be designed to provide fire fighting capability to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions. The minimum fire flow for the residential area should be 1,500 gpm.

- a. Spacing:
 - (1) Single-family residential development 500-foot maximum spacing.
 - (2) All other developments 350-foot maximum spacing.
- b. Location in or along street right-of-way:
 - (1) Locate fire hydrants primarily at street intersections.
 - (2) Locate fire hydrants at PCS of the intersection curb radius, 3 feet behind curb or projected future curb.
 - (3) On streets with roadside ditches, set the fire hydrants within 5 feet of rights-of-way lines.
 - (4) Set intermediate fire hydrants on lot lines, as extended to pavement, when located between right-of-way intersections. These locations may be adjusted 5 feet either way to avoid driveways or obstructions. In either case, do not locate fire hydrants closer than 3 feet from curbed driveways or 5 feet from non-curbed driveways.
 - (5) a. Fire hydrants may be set in the esplanade section of City streets when locations at back of curbs are not feasible. In such cases, the preferred location is 7 feet behind back of curb to provide access for parkway mower. In no instance shall the fire hydrant be closer than 3 feet from back of esplanade curb or closer than 10 feet from esplanade nose.
 - b. Fire hydrants shall not be located between parallel adjacent Rail Tracts in Railway Transit Corridor.
 - (6) For commercial building with fire service connections, place additional fire hydrant on the same side of the street as wet and dry connections. This hydrant is not counted in fire hydrant spacing.

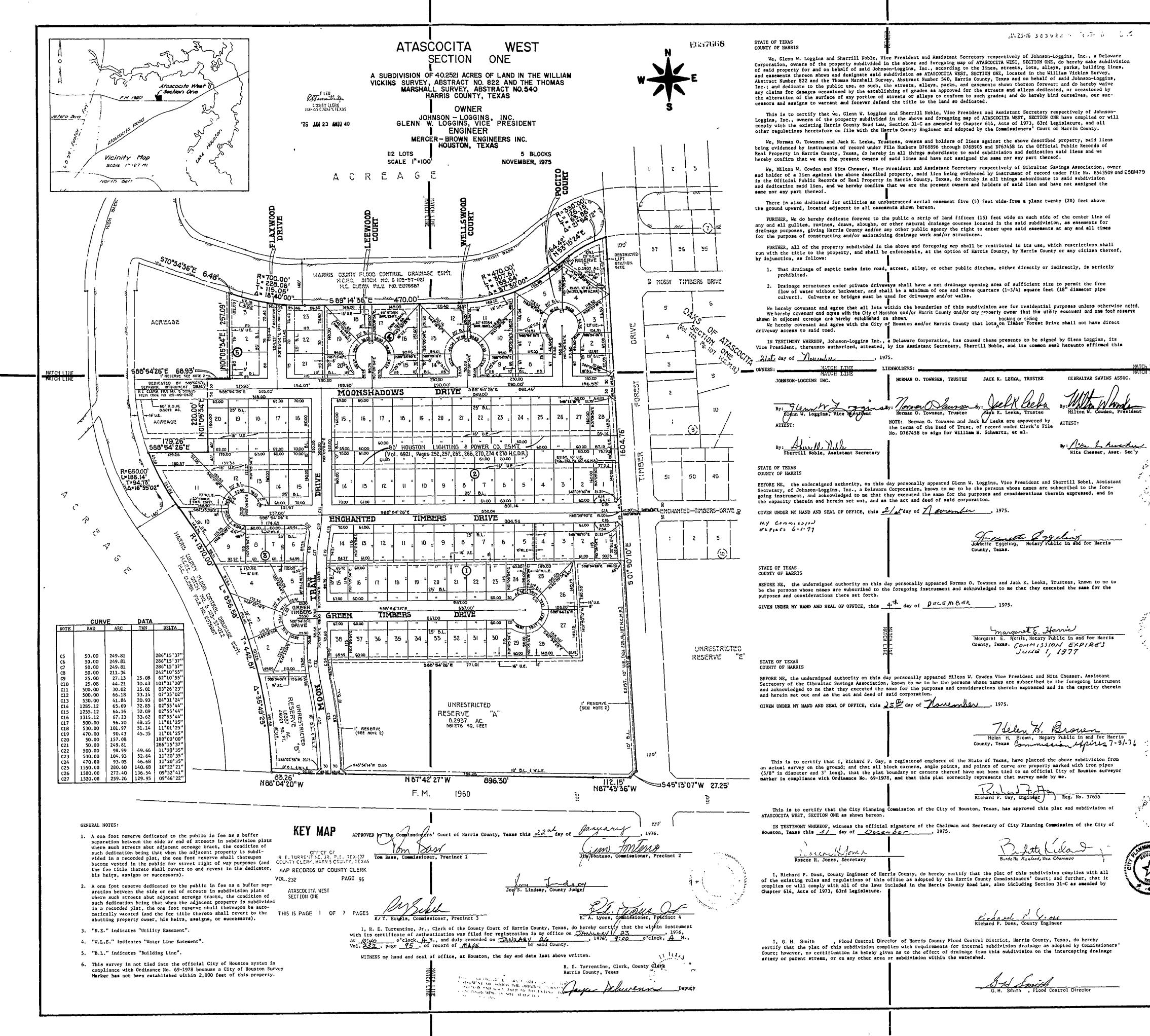
Attachment "H" Proof of Property Interest

 \boxtimes Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

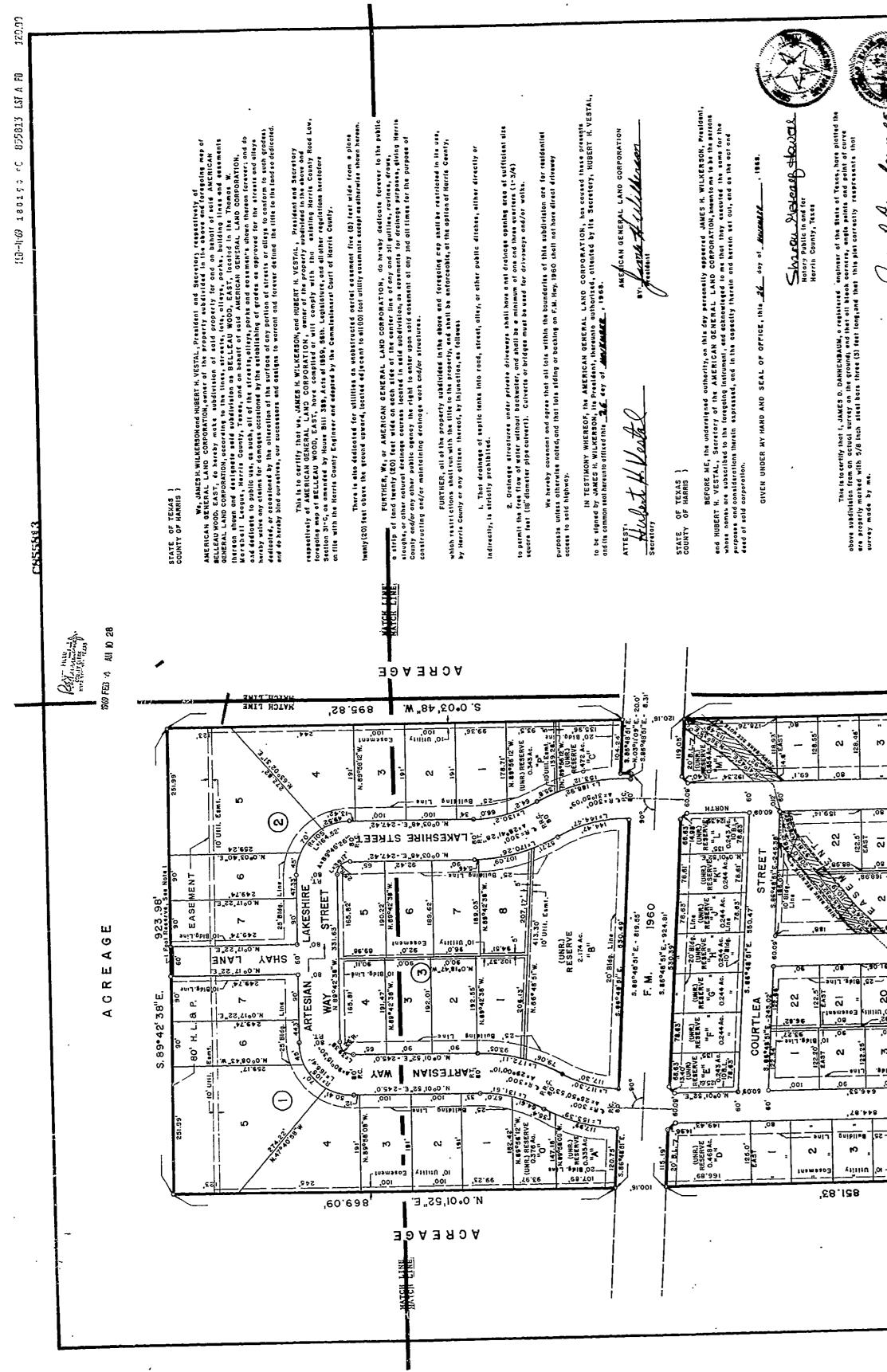


The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.



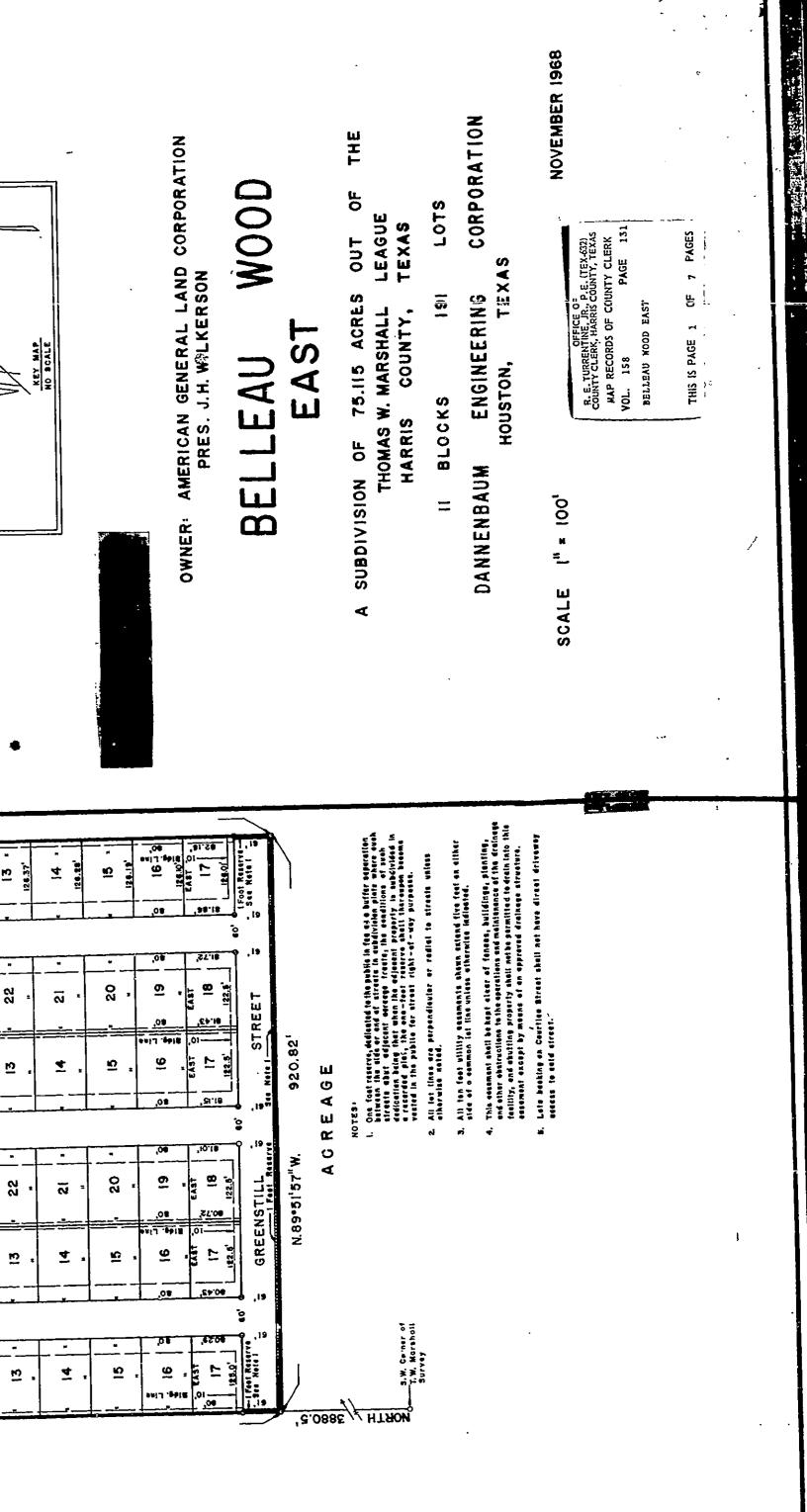
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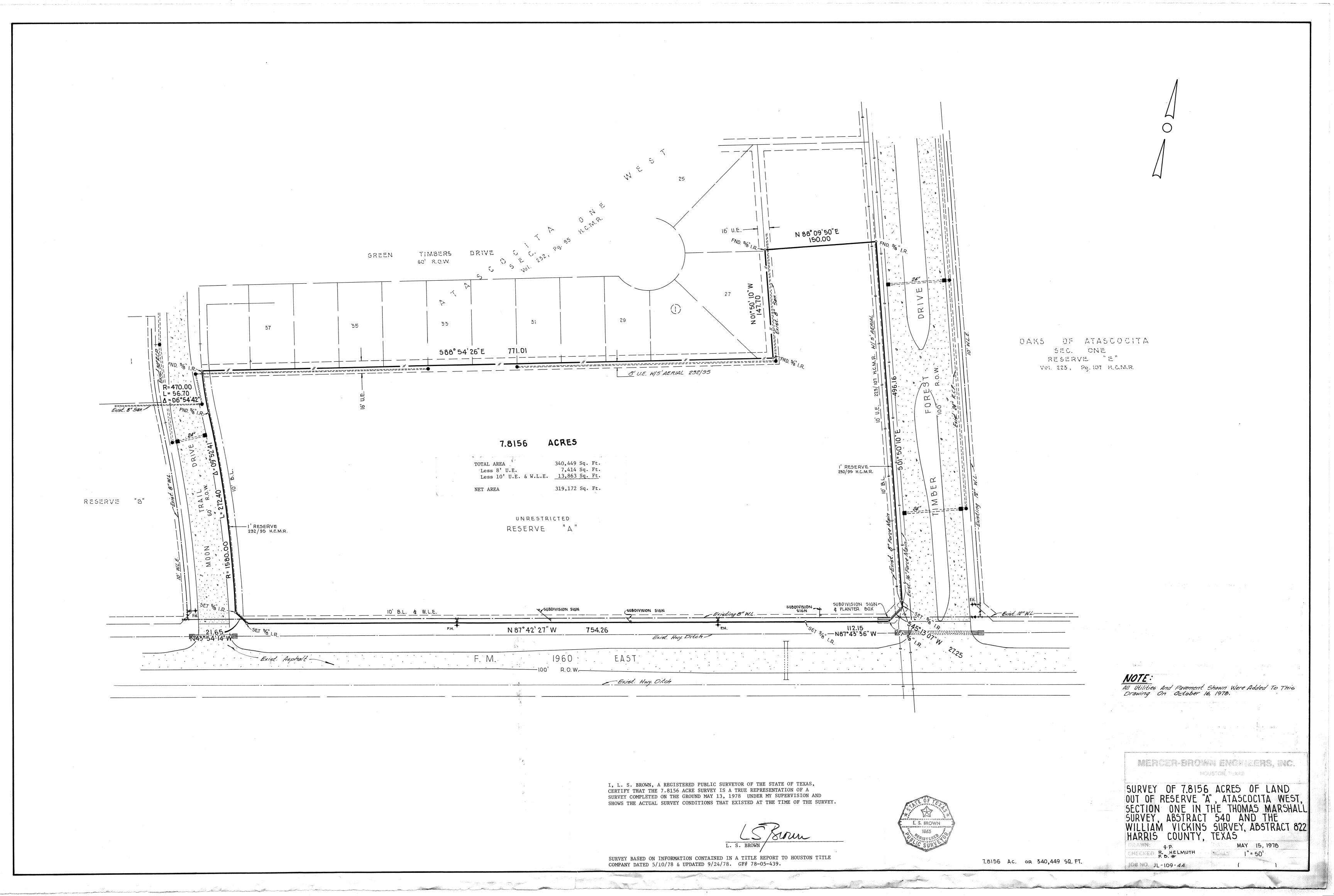


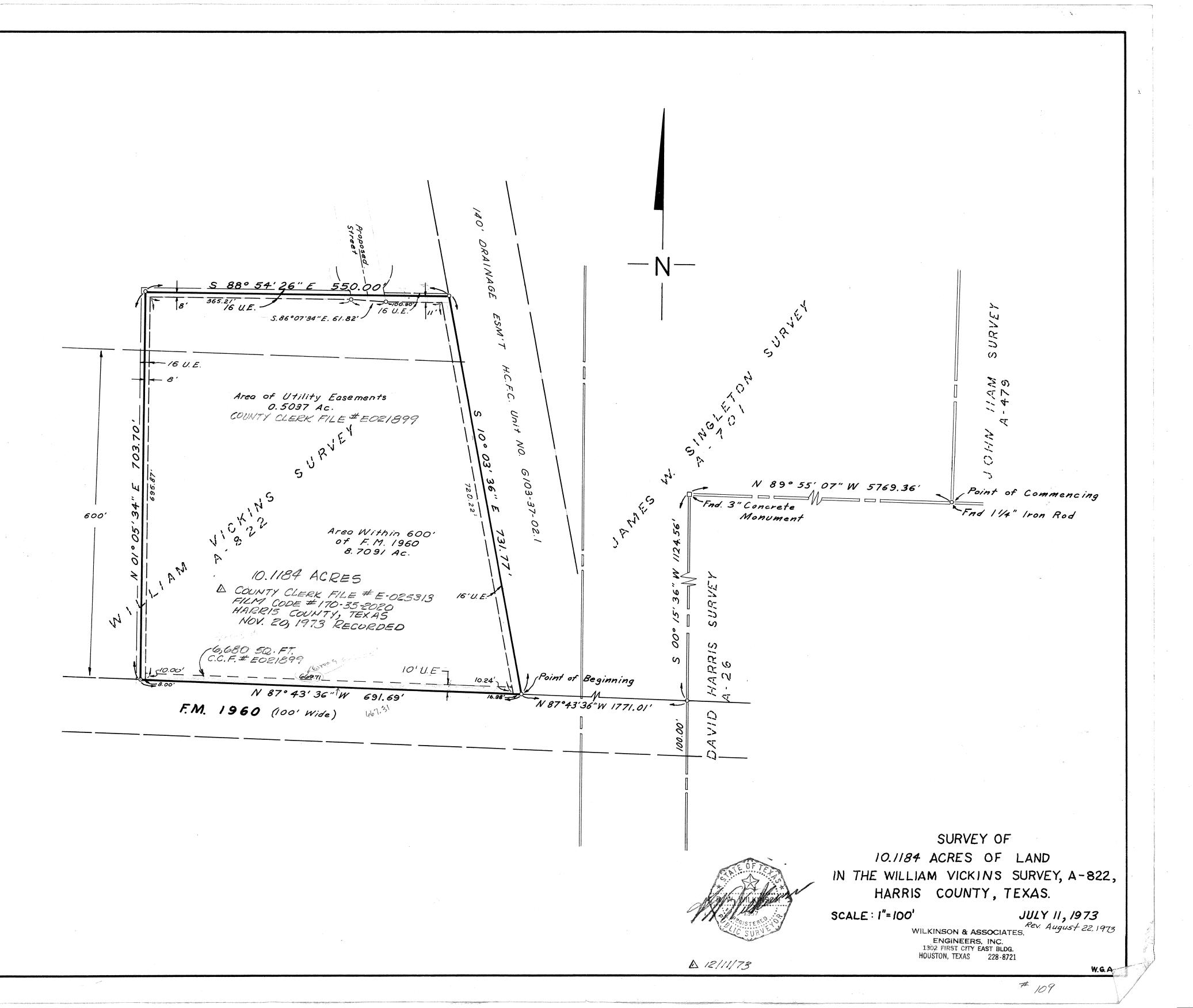
3. * 1 VINO state OF TEXAS) county OF HARRIS) 1, a.E. TUBRENTINE, JR., Clark of the County Court of Harris County, Texos do hereby carity that the within instrument with its scrifticore of outhentication was titled for registration in my office on <u>Section 1985</u> of 1985 of 1914 0'clock 1, W., and duty recorded on <u>Section 1985</u> of 1930 0'clock **A**. M., Vol. **155**, Pare **3**, 1 of record of **March** of and County. rris County, on drainege of frem this n the 1 1, RICHARD P. DOSS, County Engineer of Harris County, do hsreby certify that the plat of this subdivision complies with all stieling rules and requisitions of this affice as adopted by the Harris County Commissio Courts and further, that it complies or will comply with ell of the fare included in the Harris County Road Law, as insideing Section 31-C as amended by Houre Bill 389, Acte of 1955, 56th. Legislature. G Continuenter Propinet B.L. ZVV-Kann on A July 3 þ nature of the Chairman and Secr 'day of <u>Szzzuzry</u> 1969 General B. Born Engineer Texas Registration No. 2 G eed Control ints for Interi to the affect ree or subdi-R. E. TURRENTINE, R. E. TURRENTINE, Harrie County, Trace Harrie County, Trace Harrie County, Trace Harrie County, Then Harrie Tion Control Eneir Charles chairman 1, T. R. LANGFORD, JR., Floed Control Engineer of Harris Counly Fi Texat, do hareby actily that the pist at this subdivision compiles with regoirme as adopted by Commissionars Ceurts however, no cartification is hareby given as subdivision on the intercepting drainess artiary or perent stream ar on any either a westerehed. of the City 6 Seell CC OLD HUMBLE ROAD This is to certify that the City Pionning Commission plat and subdivision of BELLEAU WOOD, EAST, as shown hereon. IN TESTIMONY WHEREOF, witness the offical signatu Pionning Commission of the City of Houston, Taxos, this. 2012 LEE ROAD HOUSTON HOUSTON HATER-CONTINENTAL CONTINENTAL UNDER CONSTI J. Swiner 3 Roden & Jones l Ŝ ACREAGE M .87 .20 .0 'S 2625.92 AUTIO aul T Bpig Ξ <u>0</u> ω ۳ ا Buipling St ,08 ,6L .08 LAKESHIRE °. STREET 52 33 4 1 20.02 <u>o</u> 6 <u>►</u> ω 6 2 σ N õ D φ. ~ 8 ЬÓ. 4 YAH2 -09 **ILANE** 26 5 5 00 53 28 3 4 <u>10</u> 2 8 6 9 6 HINON 6 pig 0 N <u>o</u> s · Ξ 5) ,09 ,62 ,08 NAIZJTAA ŝ YAW -. 2 S2, Beitejue **60** 5 9 10 1 ♀. ი ्र**(4**) ७ ω, 4 +uj" "+rig , 01" 1118.0 4111110 01-.08 .01 HIRON 1823.32 N. 0•01'52"E. SOABROA

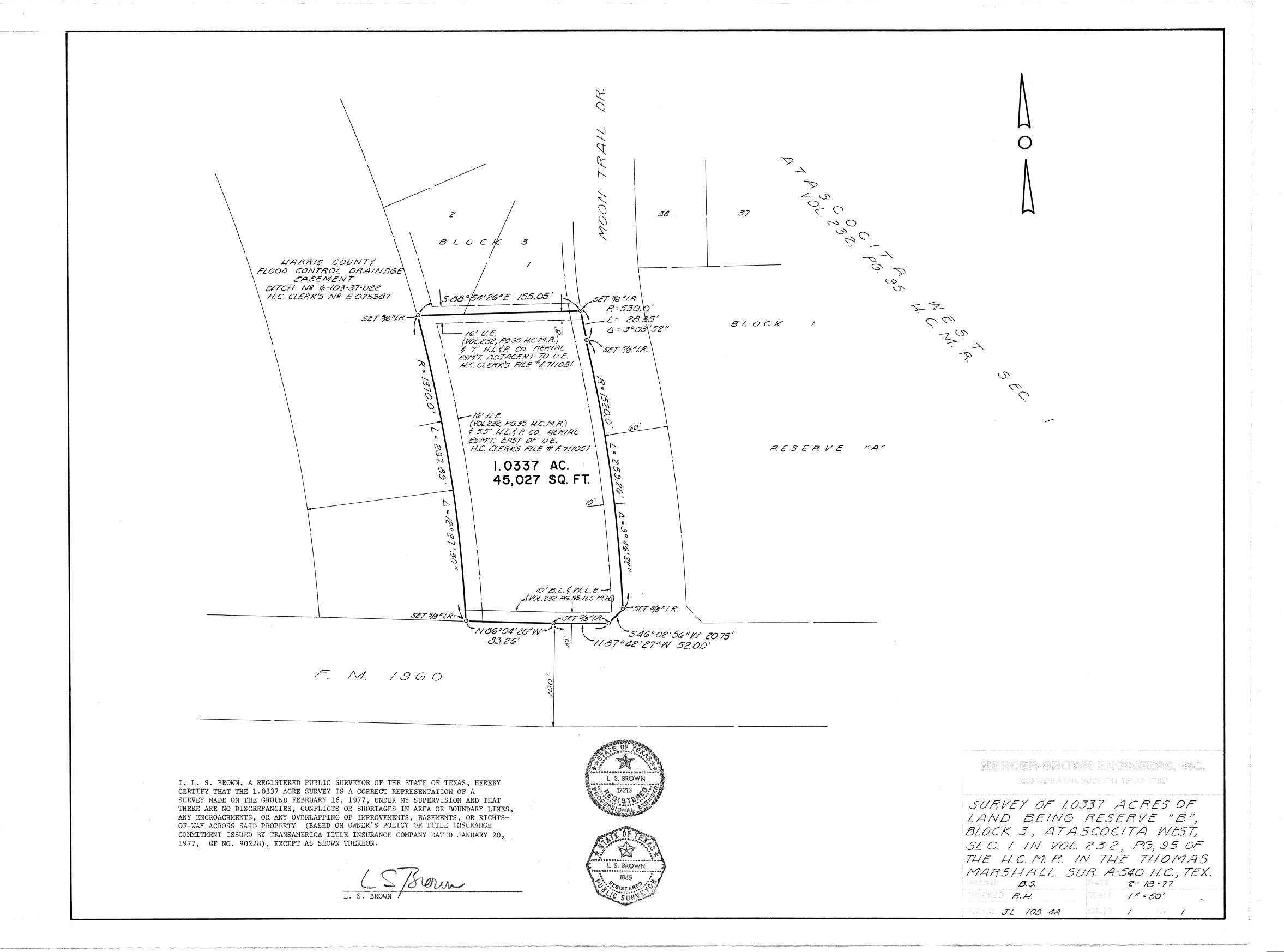
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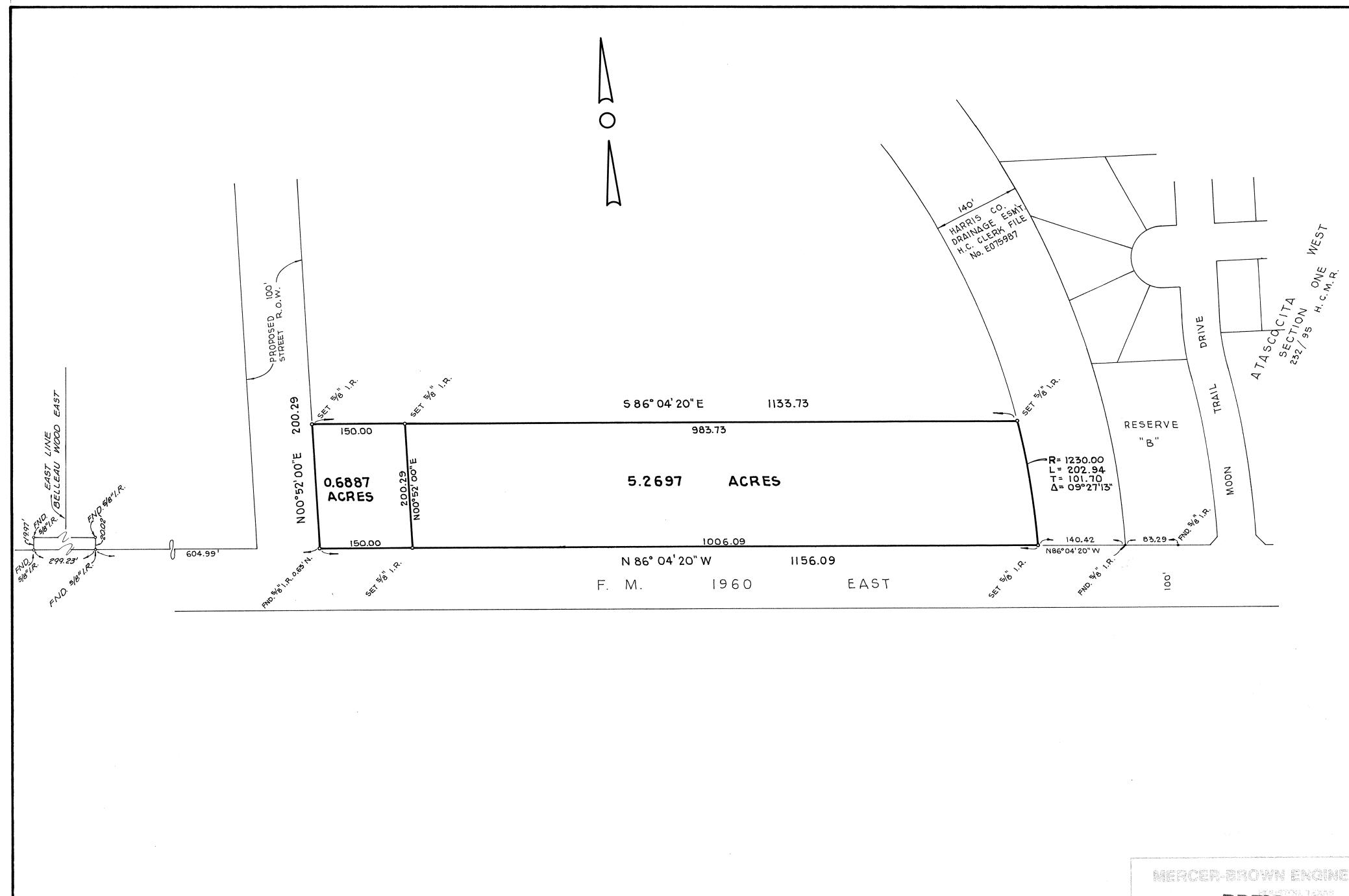


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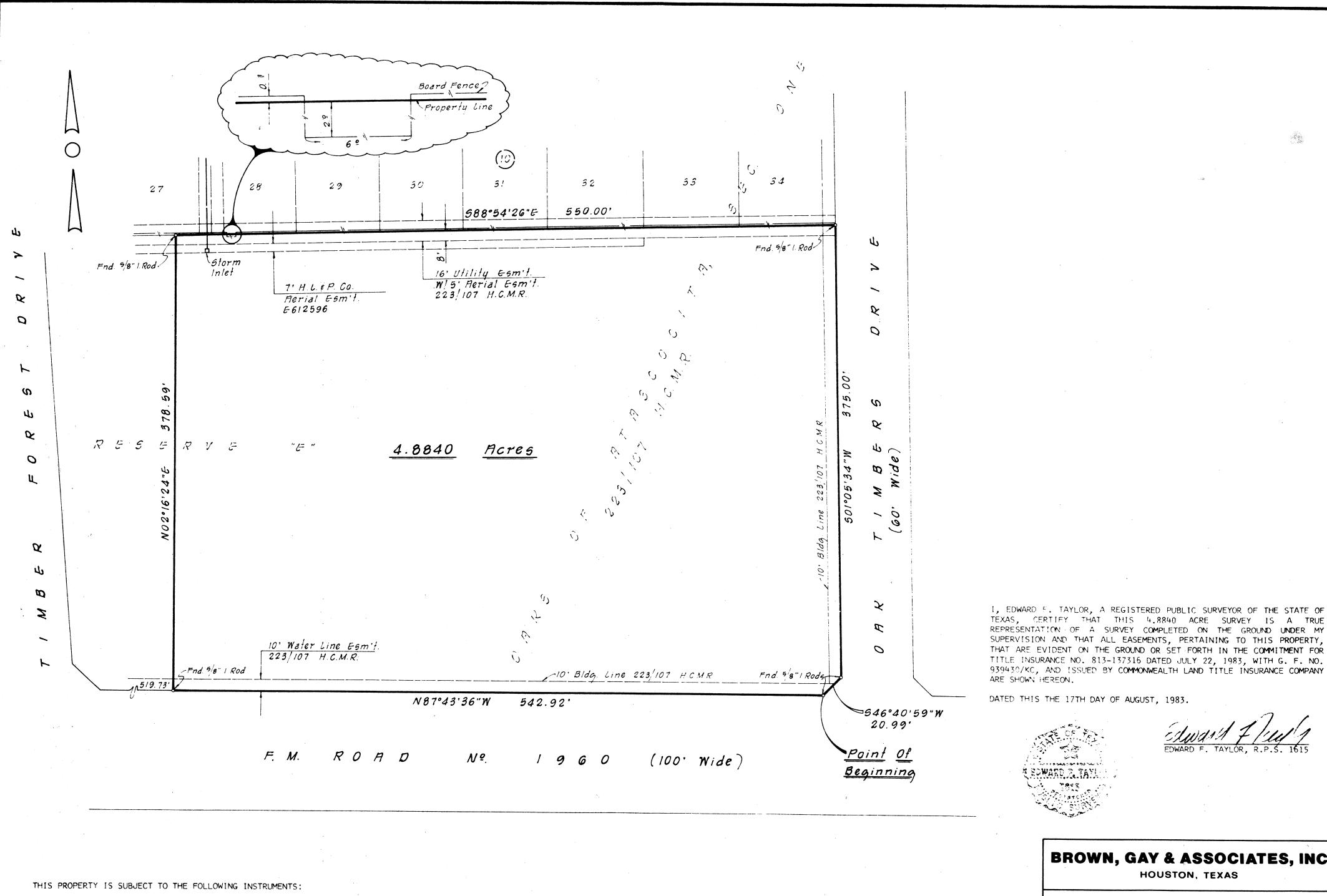






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MARSHALL HARRIS CO	SURVEY UNTY,	, A-54 TEXAS	



1. AGREEMENT WITH HL & P CO.; H.C.C. FILE NO. E628599

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- 2. ORDINANCE OF THE CITY OF HOUSTON; V. 4897, P. 67 AND V. 5448,
- P. 421, H.C.D.R. 3. AGREEMENT FOR CABLE TELEVISION; H.C.C. FILE NO. H083790

BROWN, GAY & ASSOCIATES, INC.

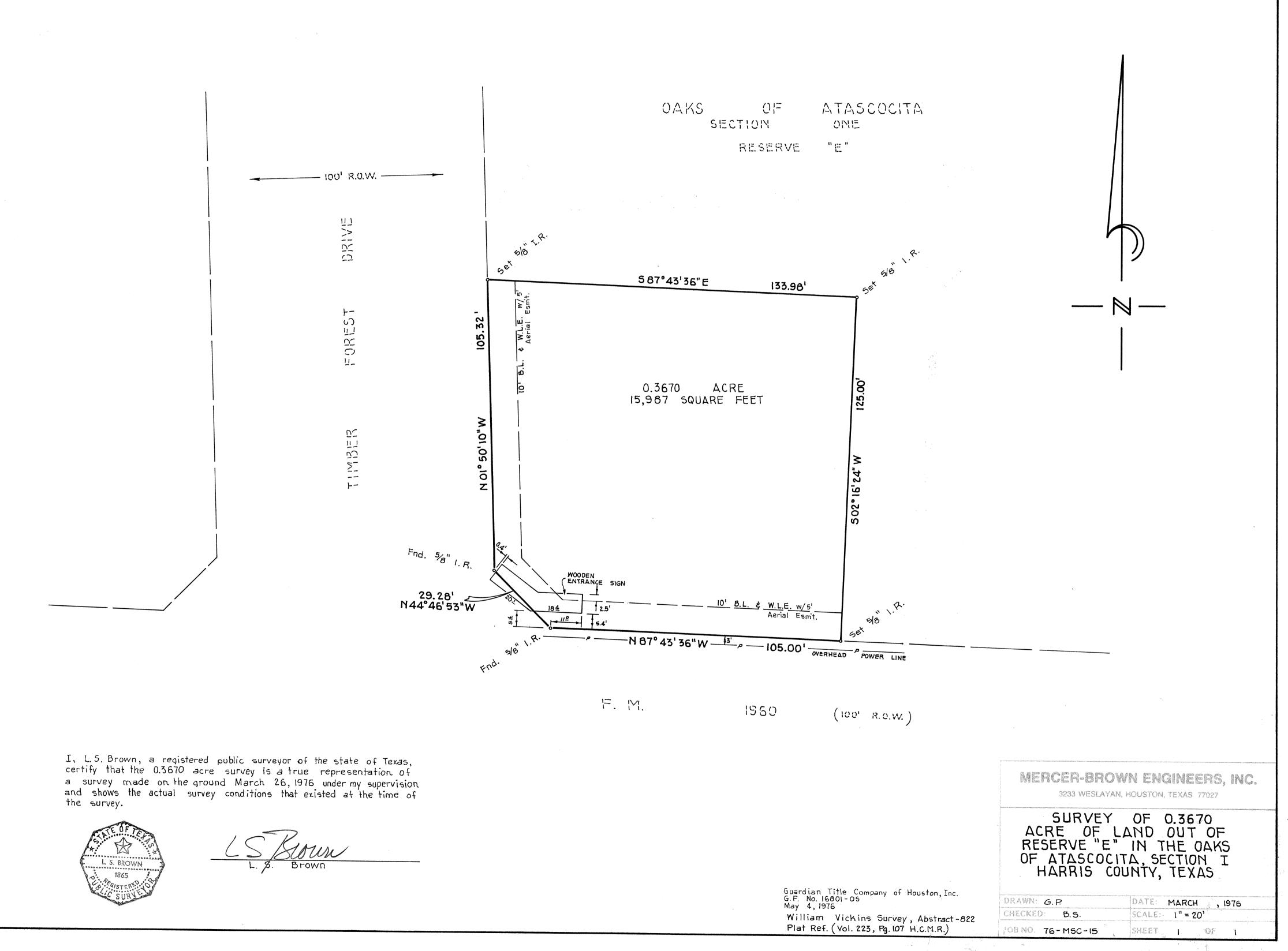
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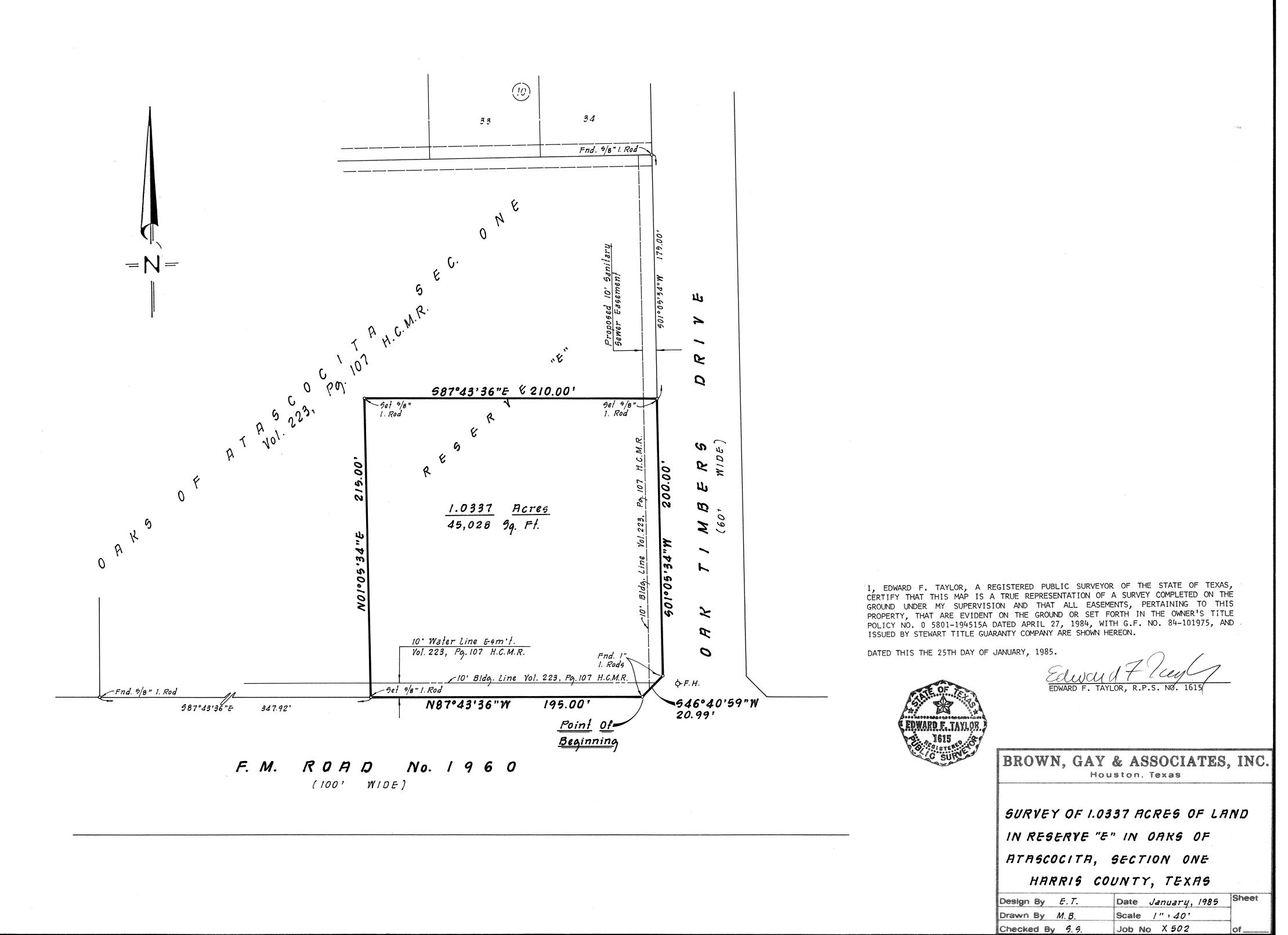
SURVEY OF 4.8840 ACRES OF LAND IN RESERVE "E" OF OAKS OF ATASCOCITA, SECTION ONE HARRIG COUNTY, TEXAS

DRAWN: M. B.	DATE: August, 1983
CHECKED: T. G.	SCALE: / " = 50'
JOB NO. X 8341	SHEET OF

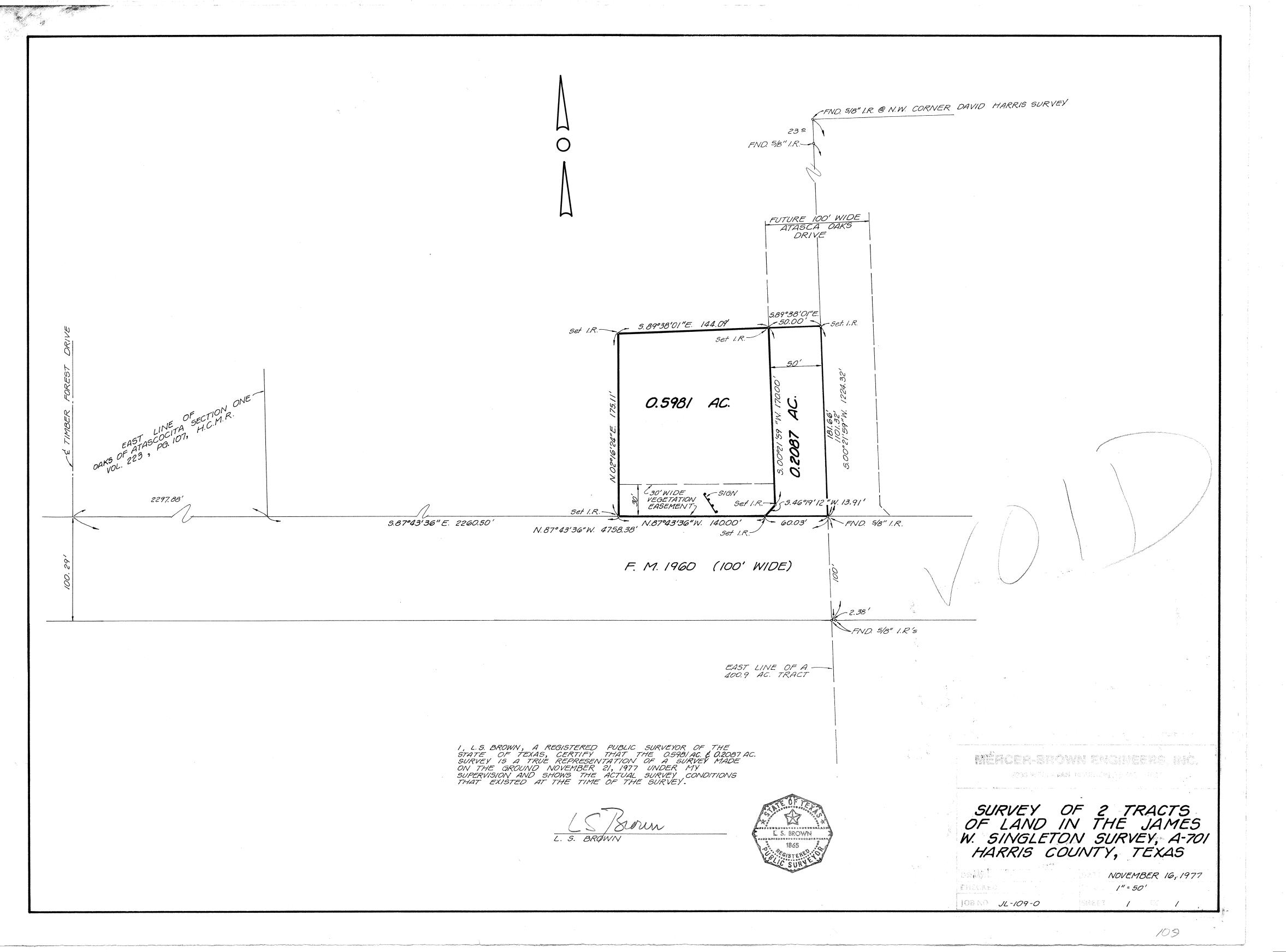
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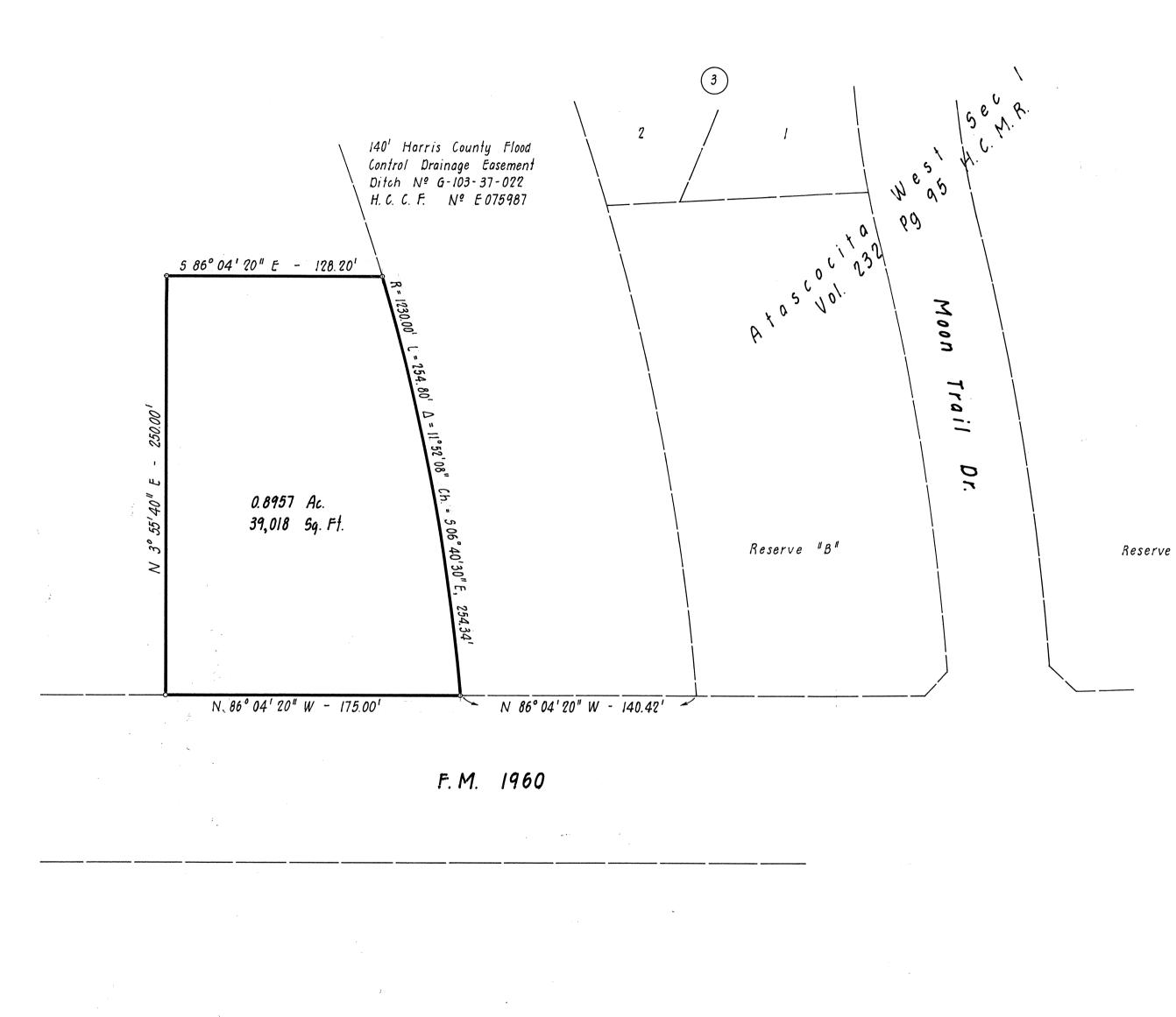
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SURVEY OF 0.5000 ACRE OF LAND IN THE WILLIAM VICKINS SURVEY, A-822 HARRIS COUNTY, TEXAS

DRAWN: K.N.	DATE: May, 1983
CHECKED:	SCALE: /" = 20'
108 NO. 09-501	SHEET / OF /



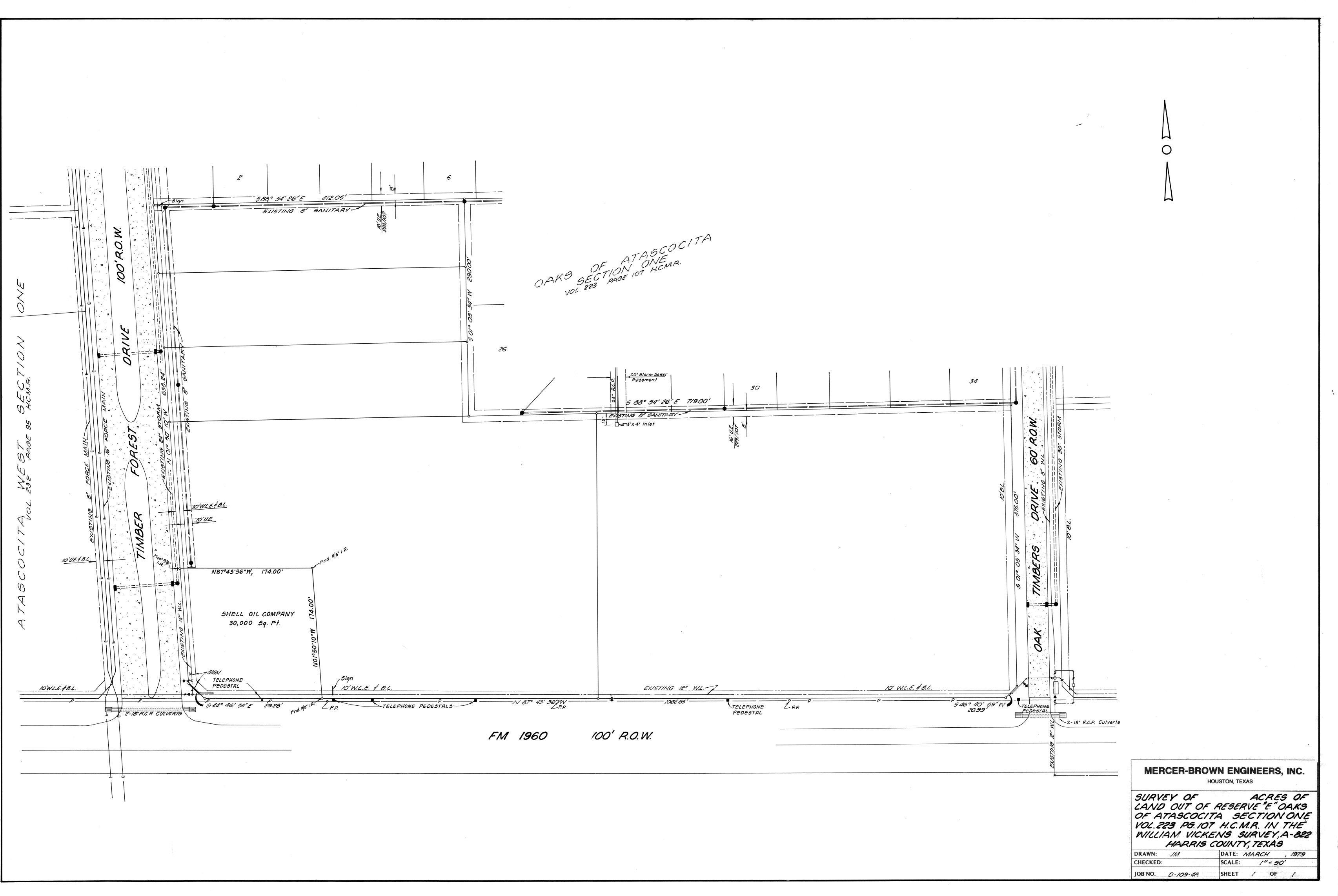
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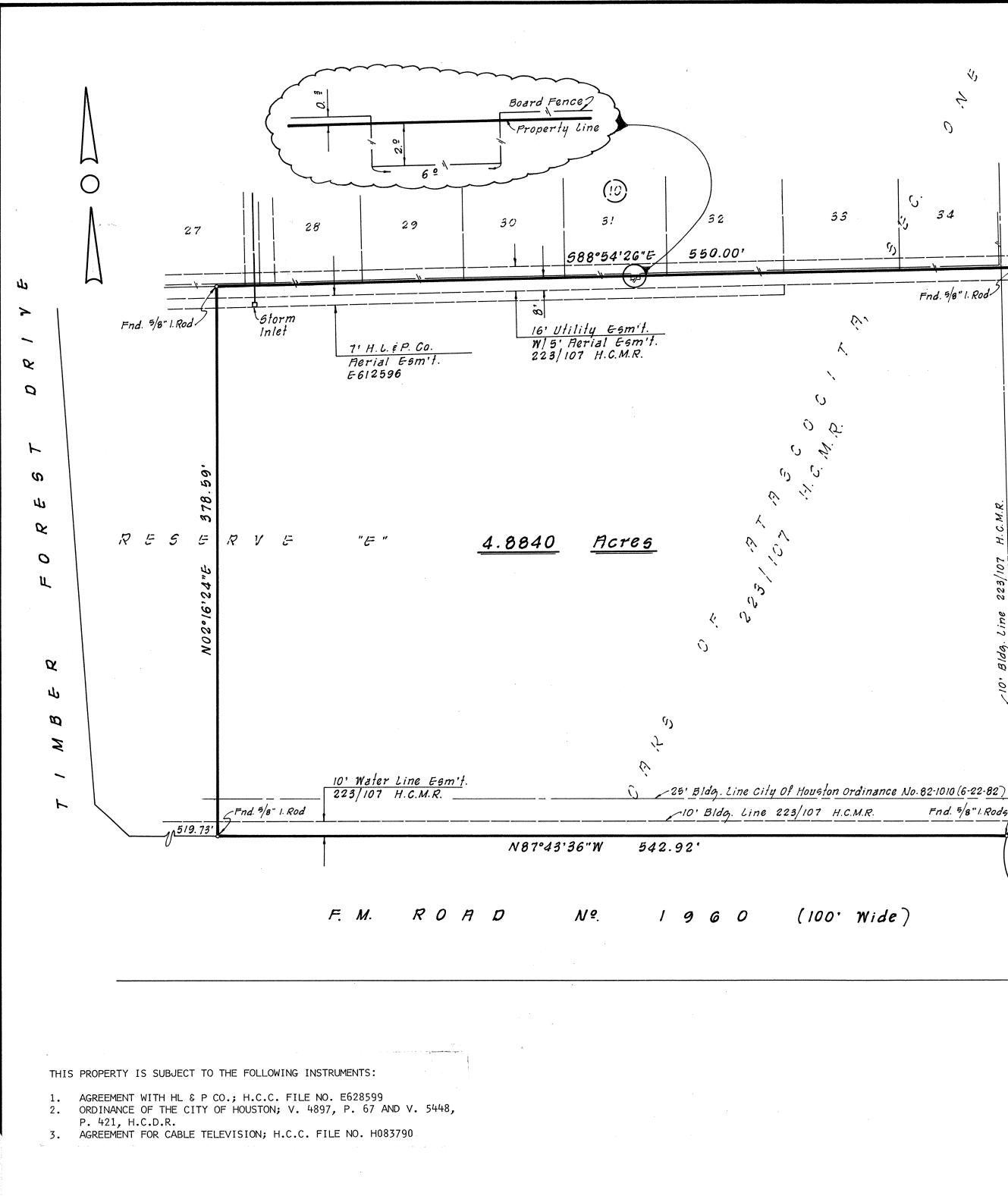
BROWN, GAY & ASSOCIATES, INC. Houston, Texas

DRAWING OF 0.8957 ACRES OF LAND IN THE THOMAS MARSHALL SURVEY ABSTRACT NO. 540 HARRIS COUNTY, TEXAS

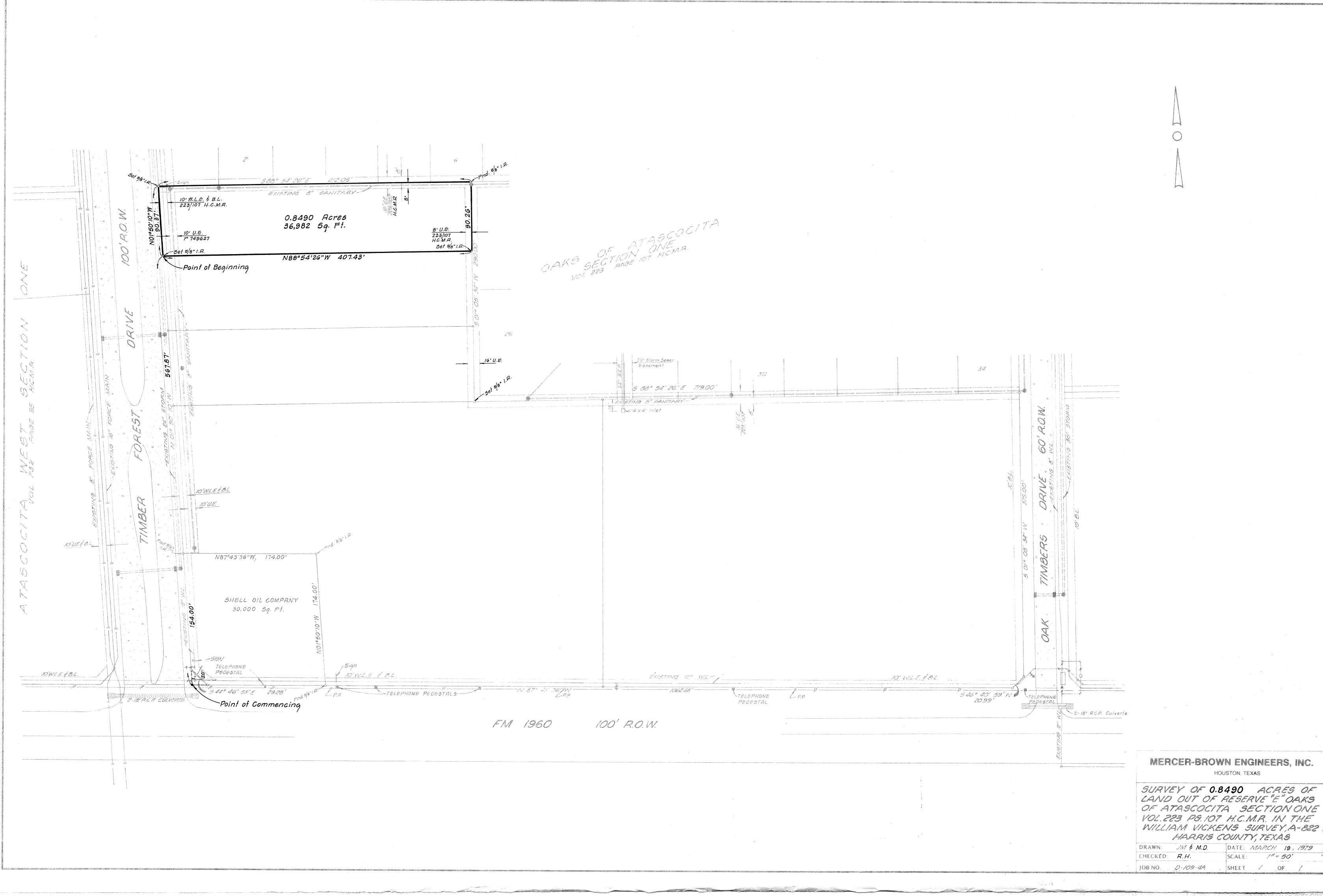
Design By E.T.	Date February, 1985	Sheet
Drawn By M. D.	Scale " = 50 [°]	
Checked By E.T.	JOD NO 09-60	of

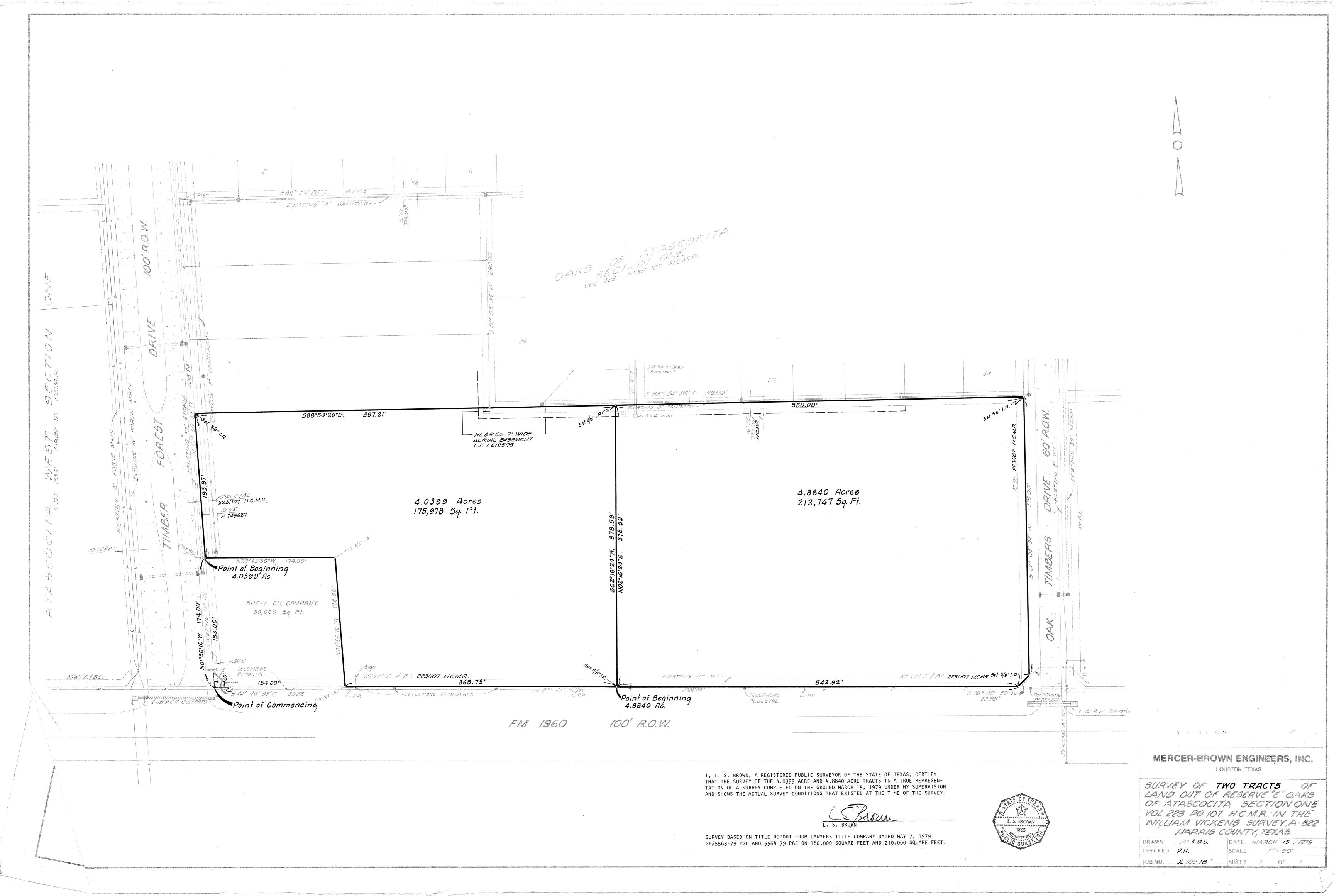
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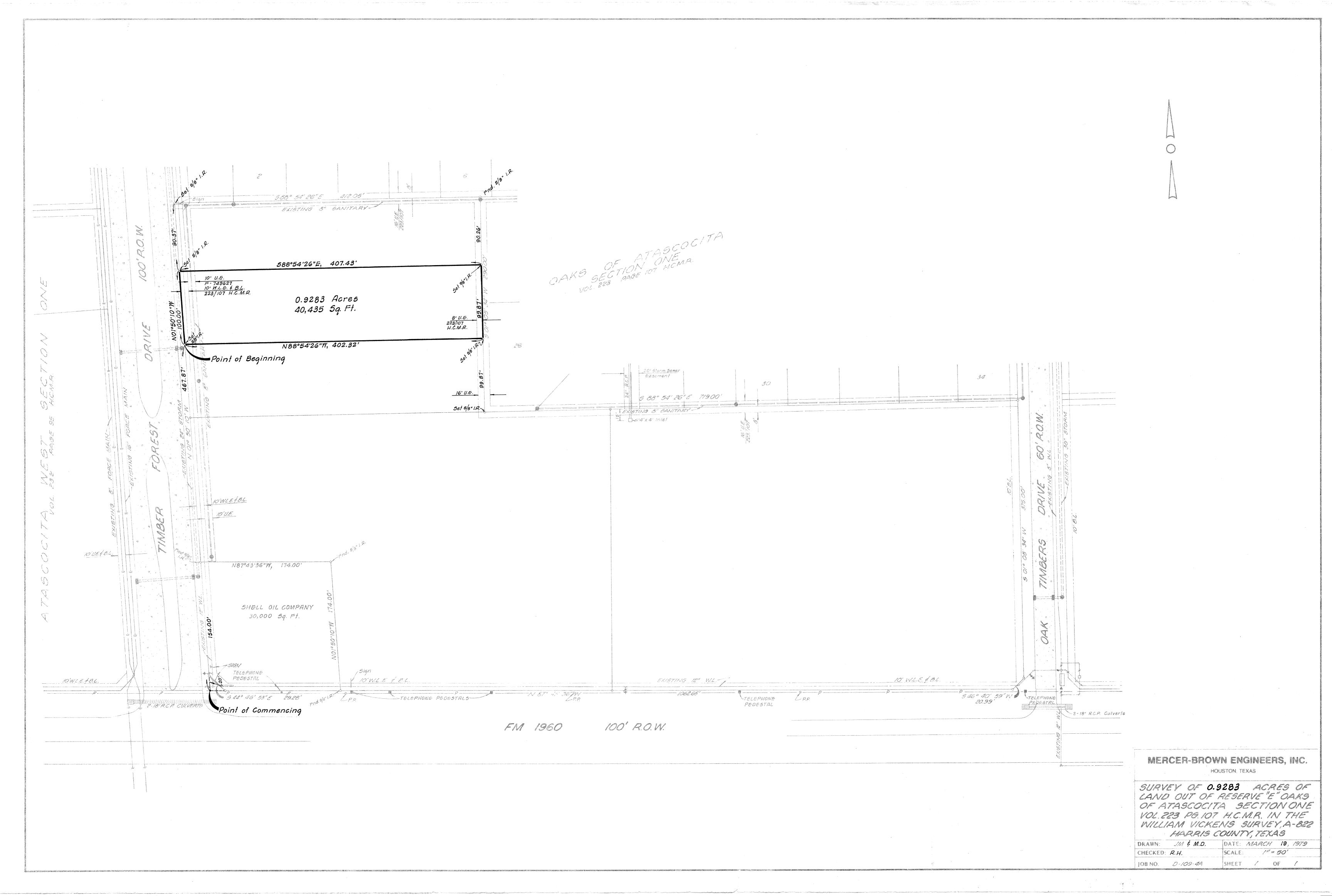


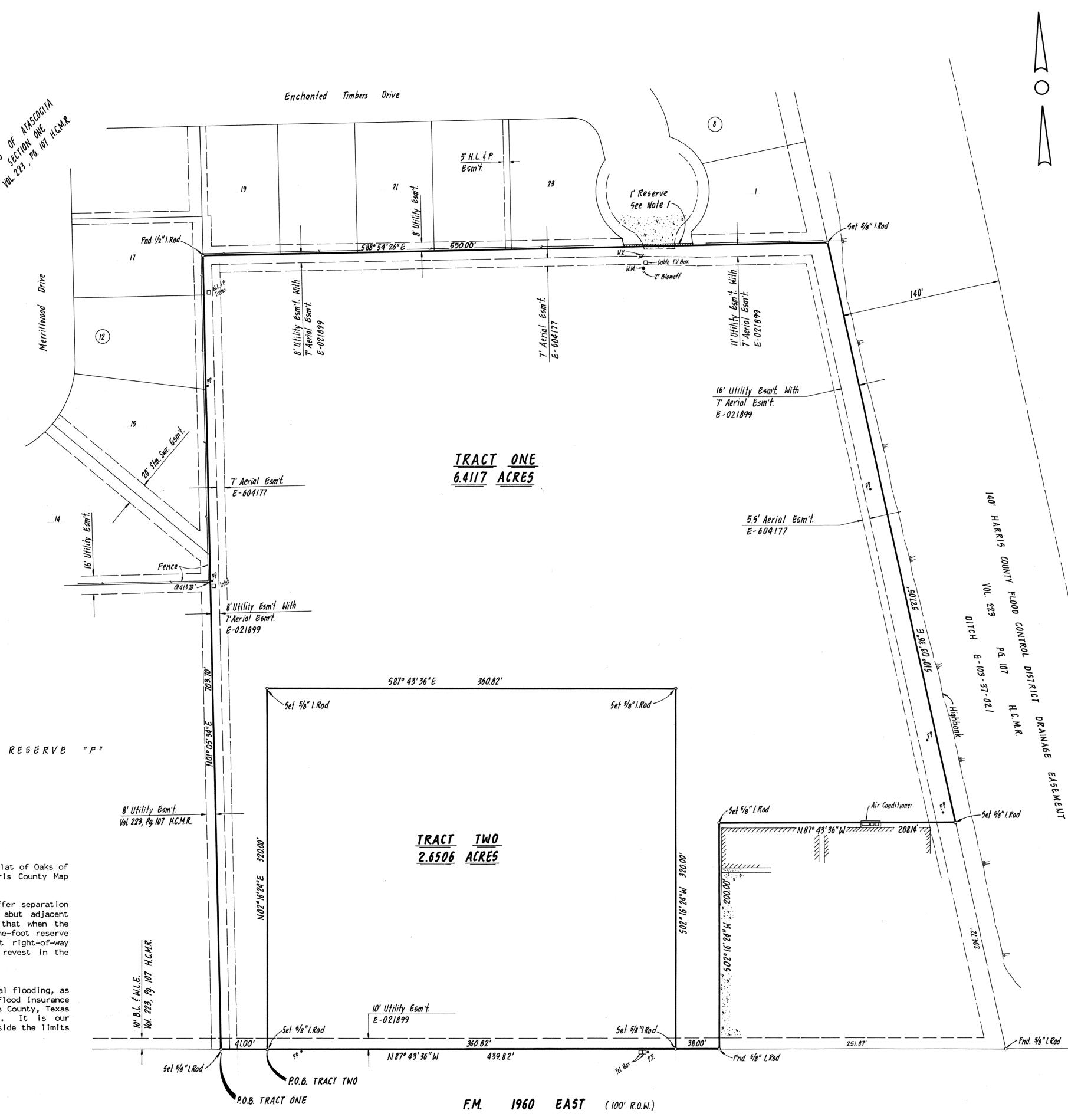


S 34 J Fnd. 5/8" 1. Rod-2 ~ R 0 TO STEWART TITLE GUARANTY COMPANY I, EDWARD F. TAYLOR, A REGISTERED PUBLIC SURVEYOR OF THE STATE OF TEXAS, CERTIFY THAT THIS 4.8840 ACRE SURVEY IS A TRUE REPRESENTATION OF A SURVEY 00 COMPLETED ON THE GROUND UNDER MY SUPERVISION AND THAT ALL EASEMENTS, PERTAINING TO THIS PROPERTY, THAT ARE EVIDENT ON THE GROUND OR SET FORTH IN THE COMMITMENT FOR TITLE INSURANCE NO. C-5804-064718 DATED MARCH 19, 1984 WITH G.F. NO. 5 0 84-101975, AND ISSUED BY STEWART TITLE GUARANTY COMPANY ARE SHOWN HEREON. R DATED THIS THE 6TH DAY OF APRIL, 1984. 0 Edward ā B 223/107 4 3 EDWARD F. TAYLOR R.P.S. NO. 1615 Z 5 Z 0 50 ~ 0 0 $\boldsymbol{\mathcal{X}}$ I, EDWARD F. TAYLOR, A REGISTERED PUBLIC SURVEYOR OF THE STATE OF TEXAS, CERTIFY THAT THIS 4.8840 ACRE SURVEY IS A TRUE REPRESENTATION OF A SURVEY COMPLETED ON THE GROUND UNDER MY P SUPERVISION AND THAT ALL EASEMENTS, PERTAINING TO THIS PROPERTY, THAT ARE EVIDENT ON THE GROUND OR SET FORTH IN THE COMMITMENT FOR 0 TITLE INSURANCE NO. 813-137316 DATED JULY 22, 1983, WITH G. F. NO. 939430/KC, AND ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY Fnd. 5/8"1. Rods ARE SHOWN HEREON. DATED THIS THE 17TH DAY OF AUGUST, 1983. ⇒546°40'59"W IN 20.99' TAYLOR, R.P.S. 1615 Point Of <u>Beginning</u> edward F. Tayl 1615 BROWN, GAY & ASSOCIATES, INC. HOUSTON, TEXAS SURVEY OF 4.8840 ACRES OF LAND IN RESERVE "E" OF OAKS OF ATASCOCITA, SECTION ONE HARRIG COUNTY, TEXAS DATE: August, 1983 DRAWN: M. B. SCALE: /" = 50' CHECKED: T.S. SHEET JOB NO. X341 OF









- Notes:
- 1. The following is a direct quote of General Note 9 on the plat of Oaks of Atascocita recorded in Volume 223, Page 107 of the Harris County Map Records.

"One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors".

2. The property shown hereon is in Zone "C", an area of minimal flooding, as defined by the National Flood Insurance Program on FIRM Flood Insurance Rate Map with Community Panel Number 480287 0210 E, Harris County, Texas (unincorporated areas), preliminary date July 20, 1984. It is our interpretation of the above map that this property is outside the limits of the 100 year flood plain as defined by FIRM.

I, EDWARD F. TAYLOR, A REGISTERED PUBLIC SURVEYOR OF THE STATE OF TEXAS, CERTIFY THAT THIS MAP IS A TRUE REPRESENTATION OF A SURVEY COMPLETED ON THE GROUND UNDER MY SUPERVISION AND THAT ALL EASEMENTS, PERTAINING TO THIS PROPERTY, THAT ARE EVIDENT ON THE GROUND OR SET FORTH IN THE COMMITMENT FOR TITLE INSURANCE NO. C945-25005, DATED FEBRUARY 1, 1985, WITH G.F. NO. 1-5102, ISSUED BY TICOR TITLE INSURANCE COMPANY AND COUNTERSIGNED BY NATIONAL TITLE COMPANY ARE SHOWN HEREON.

DATED THIS THE 10TH DAY OF APRIL, 1985

EDWARD F. TAYLO

H.C.M.U.D. 109

BROWN, GAY & ASSOCIATES, INC. Houston, Texas

SURVEY OF TWO TRACTS OF LAND IN THE WILLIAM VICKENS SURVEY, ABSTRACT NO. 822 HARRIS COUNTY, TEXAS

Design By	B.5 .	Date	April, 1985	Sheet
Drawn By	R.M.	Scale	l"= 50'	
Checked By	E.T.	JOD NO	X506	of
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Revised 4-18-85: Added Note 2

