

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: 13202
Project Title: Bellaire Boulevard from San Pablo Drive to FM 1464 (Clodine Road) –
NETCO Pipeline Replacement
Project Description: Replace 80' of NETCO's Pipeline – 14" pipe across the proposed half
boulevard of Bellaire Boulevard

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and Netco Pipeline, LLC, ("**Owner**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has determined that it necessary to make certain improvements to Bellaire Boulevard, which said changes are generally described as follows: Roadway Improvements; and

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, removal, replacement and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: pipeline replacement and such work as described in **Owner's** Scope of Work (estimated at \$71,507.37) attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the above-mentioned Roadway Improvements. Said facilities are located upon such properties as indicated in the Scope of Work as described in Exhibit A; and

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Owner's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Owner** to govern the terms for participation in the costs of the adjustment, removal, replacement and/or relocation of certain of its facilities located upon the lands as indicated in the Scope of Work.

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

The **County** will pay for reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under 23 CFR Part 645, Subpart A. The **County's** participation shall consist of one hundred percent (100%) of the eligible cost of the adjustment or relocation.

The **Owner** agrees that the method to be used to develop the adjustment or eligible relocation costs shall be the actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of one hundred percent (100%) of the eligible costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to the **County** not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, the **County** agrees to pay **Owner** one hundred percent (100%) of the eligible costs as indicated. The **County** shall make payment within forty-five (45) days of acceptance of the final billing.

In the event there is a substantial change for the statement of work contained in Exhibit A, reimbursement is limited to the amount approved pursuant to this Agreement and its attached exhibits unless written approval is obtained from the **County**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **County**. **County** shall reimburse **Owner** for any additional cost or expense resulting from any delays waiting for **County's** written approval.

Upon execution of this Agreement, the County will, by written notice, authorize the Owner to proceed with the necessary adjustment or relocation, and the Owner agrees to prosecute such work diligently in accordance with the Owner's plans. Owner shall provide the County with forty-eight (48) hours written notice prior to proceeding with the adjustment or relocation and agrees to proceed in such a manner that will not result in avoidable delay or interference with the County's roadway construction. Should Owner by its actions cause interference or delay resulting in the imposition of damages upon the County by a third party, Owner agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the County that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The Owner will retain records of such eligible costs in accordance with the provisions of 23 CFR 645, Subpart A.

The Owner, by execution of this Agreement, does not waive any rights to which Owner may legally have within the limits of the law.

This Agreement is subject to cancellation by the County and any time up to the date that work under this Agreement has been authorized. County shall reimburse Owner one hundred percent (100%) of all reasonable and necessary cost incurred by Owner up to the date of receipt of Notice of Cancellation.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under the Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the County Auditor, to conduct an audit or investigation in connection with those funds.

It is expressly understood that the Owner conducts the adjustment, removal, replacement and/or relocation at its own risk, and that the Owner agrees to indemnify and hold the County harmless for damage to existing facilities caused by the Owner's conduct.

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

OWNER

Utility: NETCO Pipeline, LLC
Netco Pipeline, LLC

By: P.D. Leonard
P.D. Leonard, Operations Manager

Date: 6/24/16

EXECUTION RECOMMENDED:

COUNTY

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

By: _____
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

By: _____
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Fort Bend County Project 13202
Bellaire Blvd crossing NETCO Pipeline
NETCO Project: NETCO 110
Scope of Work

This work requires the replacement of approximately 80 feet of NETCO's Pipeline's 14 inch diameter pipeline with heavier duty pipe in order to comply with pipeline design criteria of 49 CFR Sec. 192.111 in regard to Bellaire Blvd construction between Station 11+50 and 12+50. After purging the line of natural gas, the existing pipe in the proposed EB ROW will be exposed by open trench, then severed near the south ROW of the planned EB Bellaire Blvd and just short of the concrete pipeline bridge near the south curb of the existing WB lane of Bellaire Blvd. Exact locations will be described in the "as built" engineering drawings to be prepared by Weisser Engineering. The severed section of old pipe (0.250" WT) will be removed from the site. The replacement pipe will be 14" OD x 0.375" WT, Gr. X42, with mill applied 12-14 mils of fusion bonded epoxy (FBE) coating. Approximately two 40 foot sections will be strung on site and assembled by certified welders. In accordance with best practices, it may be necessary to increase the length of replaced pipe by as much as 10 feet depending on the proximity of the first existing weld in remaining pipe. New welds will be X-rayed. The 80 foot assembled new pipe section will be hydrostatically tested to not less than 1,127 psig for not less than eight hours. Deadweight pressure readings will be recorded. All welds will be sand blasted, coated and jeepled prior to installation. The assembled pipe will be tied in to the existing pipeline on each end and backfilled using stabilization sand. After cleanup and backfill, cathodic test stations and markers will be installed.

NETCO 110 Bellaire Blvd
 Bellaire Blvd at Chickory Woods Ln
Job Cost Analysis

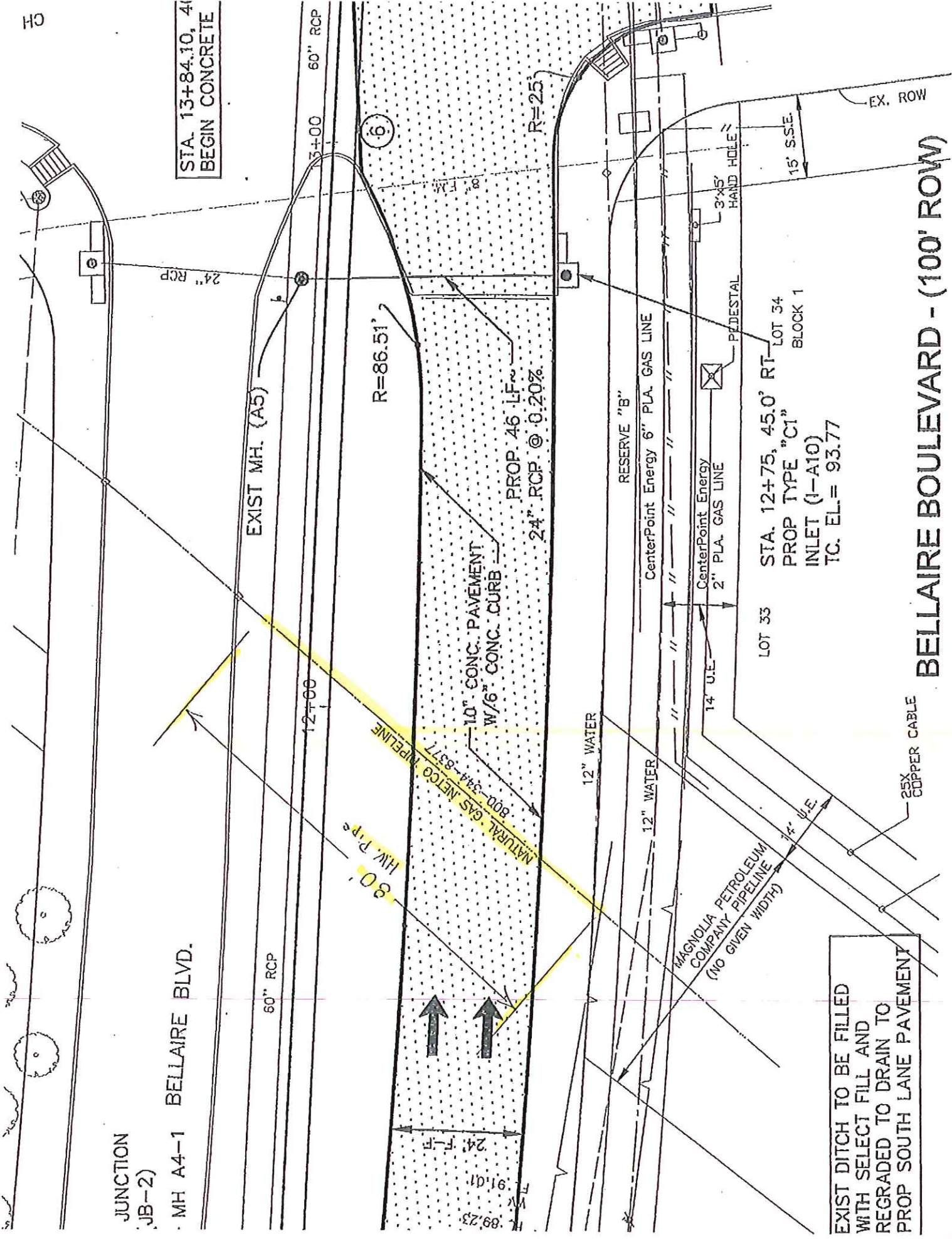
NETCO Project # 110 a/o 03.17.16
 VB #247

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit cost</u>	<u>Total</u>
<u>MATERIALS</u>				
Pipe , 14"OD, .375 WT, X-42, DRL, FBE 14/16 mils		80 ft	\$65.68 /ft	\$5,254.40
Backfill Material, stabilization sand		1 lot	\$500.00 ea	\$500.00
Coating supplies, Polyken Pipeline Liquid Adhesive #1027 & Polyken Black Tape		1 lot	\$100.00 ea	\$100.00
Cathodic Test Stations, Pipeline Markers and Signs, In Ground (Surface) Test Stations & Pipeline Markers		1 lot	\$200.00	\$200.00
Sod, Fertilizer, Cleanup Etc		1 lot	\$100.00	\$100.00
			Subtotal	<u>\$6,154.40</u>
			Tax @8.25%	\$507.74
			TOTAL Materials	<u>\$6,662.14</u>
<u>CONSTRUCTION COSTS (Labor)</u>				
Right of Way Services and Legal Costs	Norm Winter			\$500.00
Engineering and Project Operations & Management for design, field mgmt, inspection, survey and eng. Drawings	H& H Diversified Services Fowler Energy Company Weisser Engineering Company			\$4,550.00 \$7,600.00 \$3,350.00
Pipeline Construction Contractor Cost	Beaver Pipeline Construction Co.			\$21,863.00
			<u>TOTAL Field Cost</u>	<u>\$44,525.14</u>
<u>NETCO OVERHEAD CHARGE</u>			46%	\$20,481.56
			<u>SUBTOTAL</u>	<u>\$65,006.70</u>
<u>CONTINGENCY</u>			10%	\$6,500.67
			<u>TOTAL ESTIMATED JOB COST</u>	<u>\$71,507.37</u>

JUNCTION
JB-2)

MH A4-1 BELLAIRE BLVD.

STA. 13+84.10, 41
BEGIN CONCRETE



LOT 33 STA. 12+75, 45.0' RT
 PROP TYPE "C1"
 INLET (1-A10)
 TC. EL. = 93.77

LOT 34
 BLOCK 1

EXIST DITCH TO BE FILLED
 WITH SELECT FILL AND
 REGRADED TO DRAIN TO
 PROP SOUTH LANE PAVEMENT

BELLAIRE BOULEVARD - (100' ROW)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-74723

Date Filed:
06/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NETCO Pipeline, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14-025
Project 13202 Bellaire NETCO Pipeline Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



P.D. Leonard

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said P.D. LEONARD, this the 22 day of JUNE, 2016, to certify which, witness my hand and seal of office.

Nancy Brown Johnson NANCY BROWN JOHNSON NOTARY PUBLIC STATE
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath OF TX