

STANDARD UTILITY AGREEMENT

County: Fort Bend

Project No.: 13311

Project Title: 2013 Mobility Bond Project – Gaston Road–Williams Pipeline Modification

Project Description: Modifications to two 30-inch diameter pipelines crossing Gaston Road near its intersection with Hawks Prairie Boulevard, required to accommodate Fort Bend County's proposed expansion of Gaston Road

This Agreement by and between Fort Bend County, Texas, ("County"), acting by and through its Commissioners Court and duly authorized official and Transcontinental Gas Pipe Line Company, 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 Gaston Road, which said changes are generally described as follows: Roadway Improvements; and

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, modification, removal, replacement and/or relocation of certain facilities of Owner as indicated in Owner's letter dated March 12, 2018 providing the determination of the estimated cost of \$904,183.00, 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 and shall be modified in accordance with drawings attached hereto as Exhibit B and incorporated herein for all purposes; 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, modification, removal, replacement and/or relocation of certain of its facilities in accordance with Exhibits A and B.

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, with fifty percent (50%) of the estimated eligible costs payable to Owner prior to commencement of the adjustment or relocation activities.

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 the remaining payment in the amount to satisfy 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 a total of one hundred percent (100%) of the eligible costs as indicated. The County shall make the final 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: Transcontinental Gas Pipe Line Company, LLC

By: 
Larry Borski, Manager of Engineering

Date: 5-14-18

EXECUTION RECOMMENDED:

COUNTY

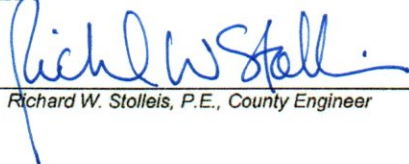
By: _____
Robert E. Hebert, County Judge

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



Atlantic – Gulf Operating
Area
4233 West Richey Road
Houston, TX 77066
(281) 895-5312

March 12, 2018

Schaumburgh & Polk, Inc.
Mark Dessens P.E.
11767 Katy Fwy
Suite 900
Houston, TX 77079

Re: Line 1-100, 1-200 R/W 673.1 Proposed Dual 36" Casing Extension of "A" & "B" Lines, Fort Bend County, Texas

Mr. Dessens:

Attached you will find the amount for the Dual 36" Casing Extension for the Proposed Project. This is to accommodate Fort Bend County's proposed expansion work that will be crossing our easement.

Project Management	\$17,000
Engineering & Design	\$46,620
Materials	\$47,500
Construction	\$653,500
Land	\$21,800
Inspector	\$55,000
Operations	\$29,900
Contingency	\$32,862.80
Total	\$904,183

Thank you very much for working with us. If you have any questions or need any additional information, please call me at 281.895.5312

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Pyle". The signature is written in a cursive, flowing style.

Elizabeth Pyle
Division Engineer



March 2, 2018
Lump Sum Proposal
Marlin Services Bid NO: Q-241456R4

Elizabeth Pyle
Williams

Attention: Elizabeth Pyle

Reference: Williams Dual 36" Casing Extension Project

In regard to the referenced projects, Marlin Services, L.L.C. (CONTRACTOR) respectfully submits the enclosed budgetary estimate to Williams for consideration of the 2018 Dual 36" Casing Extension Project in Fort Bend County.

Subject to equipment availability and prior commitments, this proposal shall remain firm for a period of 180 days after which the contractor reserves the right to amend, modify or withdraw its proposal.

The list of clarifications included herein are considered a part of this submittal.

If you have any questions, please do not hesitate to correspond with the undersigned.

Sincerely,

Pat Lockwood
Operations Manager
Plockwood@marlin-services.net
409.988.4582

Clarifications and Qualifications

This proposal is based on the Master Service Agreement with Customers currently in place. The following clarifications and qualifications shall be made part of the agreement and supersede the provisions thereof.

1. Company will supply all permits including but not limited to right-of-way, building, and wetlands.
2. Contractor will be reimbursed for any delays caused by Company, its agents, or parties of its agents. Additionally, Contractor will be reimbursed for delays caused by any Government Agency, Wildlife and Fisheries, Coastal Zone Management, Landowners, or Lessees unless Contractor created such delays by action not in accordance with the performance of work pursuant to this agreement. Reimbursement will be according to the rates listed.
3. Contractor shall not be responsible or liable for deficiencies in Company-provided material. All delays to Contractor's operation caused by equipment and/or material provided by Company or Company's other contractors will be invoiced at the appropriate extra work rate.
4. Extra work and standby time will be at Companies expense from the time and deviation from Contract work until spread is re-established at the same position existing prior to deviation or delay.
5. Any downtime due to weather shall be charged off the base day rate.
6. Contractor's proposal is based on working 7 days a week 10 hours per day upon receiving work permit.
7. Contractor's proposal is based upon total award of project.
8. Any work awarded as a result of submittal of this proposal will be in accordance with Master Service Agreement between Williams and Marlin Services LLC.
9. Any extra materials needed on the project will be charged at cost plus 15%.
10. This proposal does not include any local, state, or federal taxes.

11. Marlin Services, LLC does not include any cost associated well points.
12. Marlin Services, LLC to remove asbestos coating, contain in drums, and haul drums to Williams yard.
13. All excavation to be by means of hydro excavation. No mechanical excavation is allowed.
14. Marlin to demo concrete apron and reinstall same.
15. Marlin to recoat the area where new casing is installed
16. Marlin to provide K-Rails and procure traffic control plan permit from Fort Bend County and install said traffic controls.
17. Marlin will back fill excavation with 1.5 sack/ton stabilized sand or flowable fill to within 1 foot of proposed subgrade. Marlin to compact to 95% proctor and will furnish lab reports.
18. Marlin will provide a night watchman.
19. Marlin has allowed to mat all areas of construction.
20. Marlin will furnish and install all casing vents. The east side vents to be offset to come up at Williams station fence.
21. Marlin to provide and install limestone for the construction entrance, and 1 load of white rock for driveway repair.
22. Marlin to have engineered shoring with sign off by engineer on all shoring installation.

Estimated Project Cost – \$ 653,500.00

Estimated Project Duration – 55 days

Once again Marlin Services, LLC appreciates the opportunity and looks forward to working with you and your team in the near future for the above stated project. Let us know if you have any questions or would like additional information.

Thanks

Pat Lockwood

EXHIBIT B

SAMMITTIDE	MS	RESIDENCE B7C
SCALZ		CCTD BY:
GATE	8/6/2017	CHECK NO 21 OF 248 CHECKS
STAFF BY	WLSB	
OF FOR MON	1915-041	

