

FORT BEND COUNTY FY 2009  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

26B

Date Submitted: 08/05/2009	Submitted By: P.Batts
Court Agenda Date: 08/11/09	Department: Engineering
	Phone Number: 281 633 7507

**SUMMARY OF ITEM:** Take all appropriate action to approve Standard Utility Agreement between Fort Bend County, the State of Texas and Kinder Morgan Texas Pipeline, LLC regarding Greenbusch (from Mills Manor Drive to Falcon Landing Blvd), County expenditure not to exceed \$168,139.00, Mobility Bond Project #732, Precinct 4. (Fund: Right of Way)

RENEWAL AGREEMENT/APPOINTMENT YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

COUNTY JUDGE RECEIVED  
 AUG 05 2009

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): 8-13-09 copy received

## STANDARD UTILITY AGREEMENT ACTUAL COST – FORT BEND COUNTY

County: Fort Bend  
Project No.: 732  
Road Project Letting Date: 1/2010

Road: Greenbusch  
Limits: From: Mills Manor Dr  
To: Falcon Landing Blvd.

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

**WHEREAS**, the **County** has determined that it is necessary to make certain improvements to Greenbusch Road, which said changes are generally described as follows: expansion of the existing two-lane asphalt roadway with open ditches into a four-lane concrete boulevard street with curbs and underground storm sewer

**WHEREAS**, these proposed roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Install an additional sixty (60) feet of casing on the southwesterly side of Greenbusch Road and such work is described in **Owner's** Estimate (estimated at \$168,139.00), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

**WHEREAS**, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the abovementioned roadway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in Exhibit "A".

**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 Title 23, Code of Federal Regulations, Part 645, Subpart A. The **County's** participation shall consist of one hundred percent (100%) of the cost of the adjustment or relocation.

The **Owner** has determined that the method to be used in developing the adjustment or eligible relocation costs shall be as specified for the method checked and described hereinafter:

- (1) Actual direct and related indirect eligible costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) 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 (100%) of the eligible cost as indicated. The **County** shall make payment within 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 by all parties, 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. Such plans are attached as Exhibit "B". **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 Part 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.

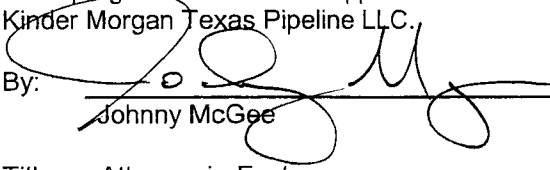
This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

The **County** Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under 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 **County** Auditor, to conduct an audit or investigation in connection with those funds.

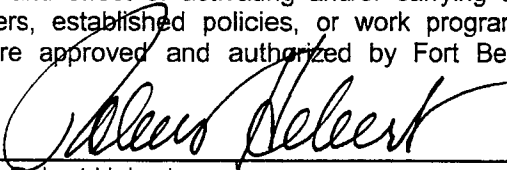
It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct.

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

**UTILITY**

<b>Owner: Kinder Morgan Texas Pipeline LLC</b>	
<input type="checkbox"/> Executed and approved by Kinder Morgan Texas Pipeline LLC for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Kinder Morgan Texas Pipeline LLC.	
By:	
	Johnny McGee
Title:	Attorney-in-Fact
Date:	July 30, 2009

**COUNTY**

<b>Fort Bend County</b>	
Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.	
By:	
	Robert Hebert
Title:	Judge, Fort Bend County
Date:	August 11, 2009

Fort Bend County Project: #732  
Utility: Kinder Morgan Texas Pipeline LLC  
Utility Project Number:  
Roadway: Greenbusch Road (Phase II)  
Eligibility Ratio: 100%

## EXHIBIT A

### INCLUDES:

Scope of Work: Work Description: Install Sixty (60) feet of split casing on the southwesterly side of Greenbusch Road.

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

Kinder Morgan Texas Pipeline LLC  
 90-19 8"  
 Extend Casing @ Greenbush Rd. Phase II  
 Ft. Bend Co., Texas  
 Cost Estimate EN090606

Description	Quantity	Unit	Unit Price	Total
12" Pipe Std. Wall Gr. B FBE Coated	80	Feet	57.08	\$ 4,566
Freight	1	\$ / Ld.	1,000	\$ 1,000
FedEx		\$	41.15	\$ -
8" x 12" Insulators	12	\$ / ea.	72.31	\$ 868
8" x 12" Link Seal	1	\$ / ea.	760.00	\$ 760
8" x 12" Casing End Seal	1	\$ / ea.	262.11	\$ 262
Casing Vent Allowance	1	\$ / ea.	635	\$ 635
Cathodic Test Station	1	\$ / ea.	100	\$ 100
Contractor Cost (Labor and Equipment):	1	Is	\$ 65,000	\$ 65,000
Recoat existing mainline pipe	0	\$ / ft.	\$ 298	\$ -
Shoring	1	\$ / ea.	\$ 9,526	\$ 9,526
Stabilized Sand	150	\$ / Ton	\$ 70	\$ 10,500
Construction Inspection Services	21	\$ / Day	\$ 750	\$ 15,750
Radiographic Services	0	\$ / Day	\$ 2,100	\$ -
R-O-W Contractor	3	\$ / Day	\$ 750	\$ 2,250
Sales Tax	0		8.25%	\$ -
Contract Engineering / Survey / Drafting	180	\$ / Hr.	110.00	\$ 19,800
Company Labor	160	\$ / Hr.	50.00	\$ 8,000
Employee Benefits	1	% of Labor	46.00%	\$ 3,680
Employee Travel Expense & phone	1	Is	500.00	\$ 500
Company Vehicle Expense	1	Is	500.00	\$ 500
R-O-W & Work Space Damages	1	\$ / ea.	1,250.00	\$ 1,250
Environmental Permits	0	\$	0.00	\$ -
Gas Purge and Pack ( __ Mi. 30" @ __ psi)	0	MCF	3.50	\$ -
<b>Estimate Expense Sub Total</b>				<b>\$ 144,947</b>
<b>Total Estimated Project Cost</b>				<b>\$ 144,947</b>
Company Overhead	1	% of Project	16%	\$ 23,192
<b>Total Project Capital Requirement</b>				<b>\$ 168,139</b>
AFUDC (Allowance for Funds Used During Construction)	0	Months	7.50%	\$ -
<b>Total Project AFE Request</b>				<b>\$ 168,139</b>

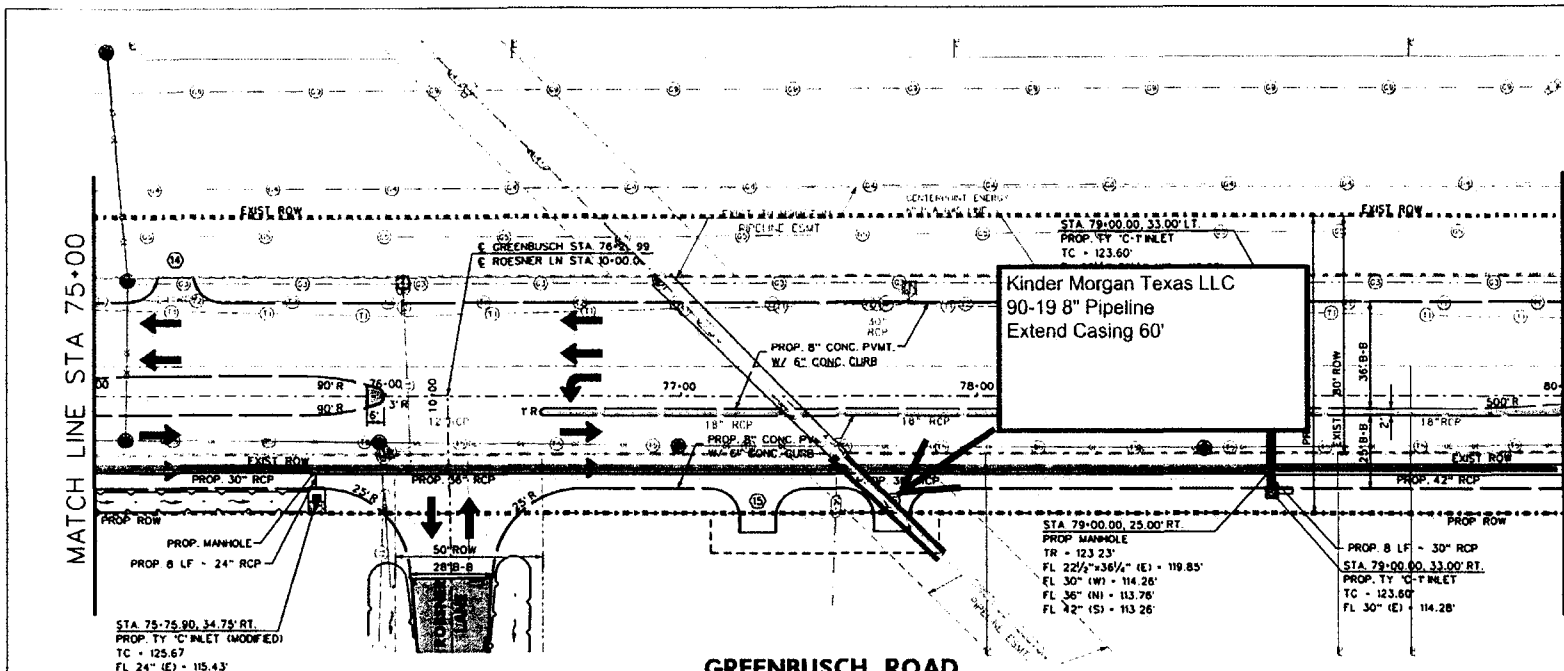
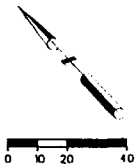
Mike Diamantini  
 Jim Ephraim  
 July 30, 2009

Fort Bend County Project: #732  
Utility: Kinder Morgan Texas Pipeline LLC  
Utility Project Number:  
Roadway: Greenbusch Road (Phase II)  
Eligibility Ratio: 100%

## EXHIBIT B

### INCLUDES:

Plan of Adjustment Drawings



- IBM**
- 1/2" IRON ROD W/ CAP  
STA. 73-77.38, 24.77 L.T., EL. +126.81'
  - 1/2" IRON ROD W/ CAP  
STA. 82-67.86, 23.21 L.T., EL. +125.59'
- NOTE**
1. ALL ROADWAY DIMENSIONS ARE MEASURED TO THE W/ OF CURB.
  2. ALL DRIVEWAY RADII SHALL BE 10' UNLESS OTHERWISE NOTED ON PLANS.
  3. ALL EXISTING MANHOLES TO REMAIN WITHIN THE LIMITS OF PROPOSED PAVEMENT SHALL BE ADJUSTED TO MATCH PROPOSED ELEVATION AND GRADE.
- ⊗ PROP. DRIVEWAY. SEE SHEET 66 FOR DETAILS.

- ① ER STA 75-75.77  
W T/C EL. = 125.67'
- ② ER STA 76-07.89  
W T/C EL. = 125.75'
- ③ ER STA 75-35.90  
W T/C EL. = 125.78'
- ④ ER STA 75-65.90  
W T/C EL. = 125.16'



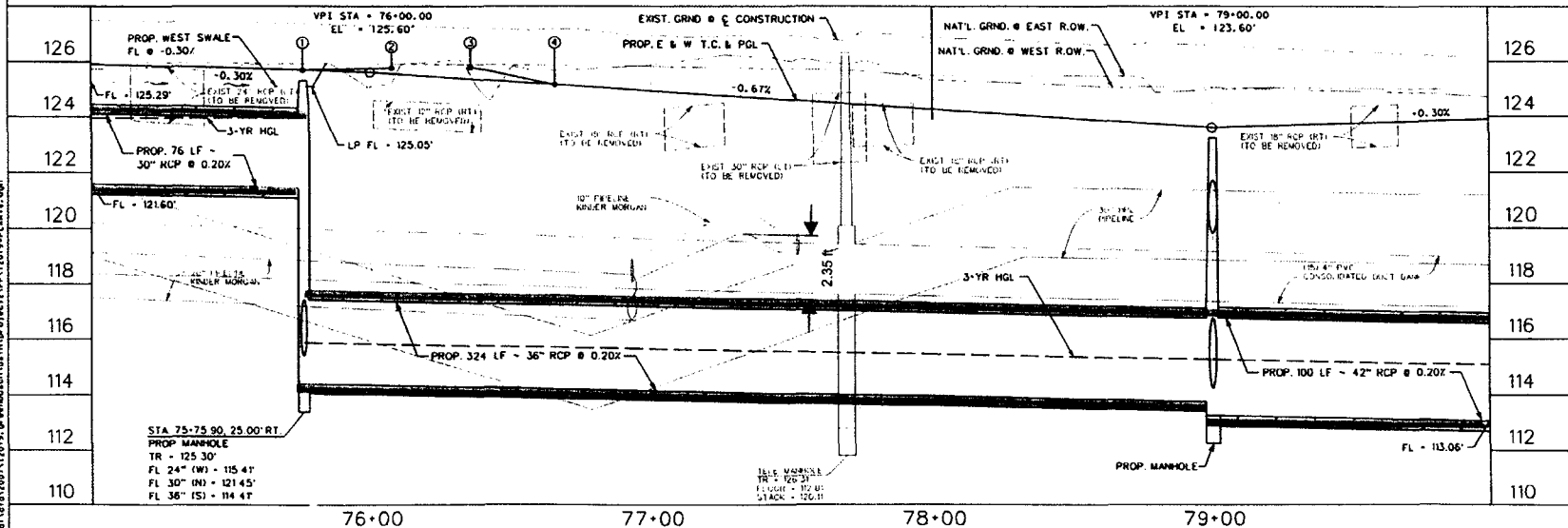
**CobbFendley**  
Texas Registration No. 274

18400 Northwest Freeway, Suite 1100  
Houston, TX 77040  
713.462.2242 (Fax) 713.462.2822 (www.cobbendley.com)

**GREENBUSCH ROAD  
MILLS MANOR DRIVE TO  
FALCON LANDING BLVD.**

**GREENBUSCH ROAD PLAN & PROFILE  
STA. 75+00 TO 80+00**

SUBMITTED: 07/08 REVISION BY: \_\_\_\_\_  
SCALE: P=10' H P=4' V=20' BY: \_\_\_\_\_ MS  
DATE: 7/20/2008 SHEET NO. 33 OF 183 SHEETS  
SURVEY BY: \_\_\_\_\_  
BY: JCB RCP 07/13/08



1/16/2008  
 5:16:25 PM  
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Fort Bend County Project: #732  
Utility: Kinder Morgan Texas Pipeline LLC  
Utility Project Number:  
Roadway: Greenbusch Road (Phase II)  
Eligibility Ratio: 100%

## EXHIBIT C

### INCLUDES:

Easement or Fee Title Documents

Eligibility Calculation

### ELIGIBILITY CALCULATION:

Length of Line in County Road Right of Way Width at Time of Installation:

Length of Line in Proposed County Road Right of Way:

Percent Eligible:

100%

INDEX 90-19 ITEM 6  
1-29-09

John Roesner

To # 86854

Right of Way Deed

United Gas Pipe Line Company

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

That the undersigned, John Roesner, (hereinafter called Grantor), for and in consideration of Sixteen and NO/100 (\$16.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell, convey and warrant to UNITED GAS PIPE LINE COMPANY (hereinafter called Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove a pipe line and appurtenances thereto (all of which shall be underground except where consent for surface installation is given by Grantor in writing) over and through the following described lands situated in Ft. Bend County, Texas.

35.28 acres of the Geo. W. Cartwright Sur. A-149, Ft. Bend County, Texas.

more fully described in Deed from Earl H. Roesner to John Roesner recorded in Vol. 197, Page 225, Deed Records of Ft. Bend County, Texas, to which reference is here made for further description.

During construction the right of way herein granted shall be 50' in width; after construction the right of way shall be 30' in width, and being 15' on either side of the following described center line.

Beginning at a point South 45° West a distance of 215.3' from the most Easterly corner of said 35.28 acre tract; Thence North 0° 04' East a distance of 277' to the Northeast line of said 35.28 acre tract as fenced,

together with the right of ingress in, on, over and through said right of way strip for such purposes and all other rights necessary or convenient for the enjoyment of the privileges herein granted.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns until a pipe line be constructed thereon, it being understood that upon abandonment of the use of said easement right of way for the purposes herein granted, or complete cessation of such use thereof and maintenance or operation of said pipe line for a continuous period of two (2) years, said easement shall then terminate.

After laying of said pipe line Grantee agrees to reasonably level the ground on said right of way strip, leaving at no place a crown in excess of six inches.

Grantee agrees and obligates itself to properly brace the fence both ways before cutting the wires so as not to slacken the wires in

Grantor's fences, and where the right of way crosses Grantor's fences, and agrees to repair and replace any fence line it cuts or removes, and to maintain any such portion of such fences in repair after any entrance is made along said easement right of way by employees and agents of the Grantee, its successors and assigns, at any time during the existence of said easement. In this same connection, Grantee further agrees to keep the fence up at the place where Grantor's fence lines cross said right of way so as to prevent the entrance or exit of livestock there through.

Grantee does not have the right to place any pole lines or telephone lines along said right of way, or any pipe or structures on the surface of said land, same being expressly forbidden hereby.

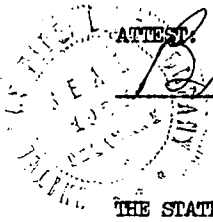
Grantee agrees to bury all pipe lines 30 inches below the surface of the ground so that they will not interfere with the cultivation of the land, and also agrees to pay to Grantor, or any tenant of Grantor, as their interest may appear, any damages to fences, improvements, grass, growing crops and timber, or any other property of Grantor which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipe line, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of <sup>A MAJORITY</sup> such three persons shall be final and conclusive.

Grantor reserves the right to fully use and enjoy the said premises, except for the purposes herein granted to Grantee, and provided that Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with any rights herein granted to Grantee.

This agreement and all the terms and provisions hereof shall be binding upon all parties hereto, their heirs, administrators, successors and assigns; the acceptance thereof by Grantee shall be sufficient evidence of the agreement by Grantee with all the terms and provisions hereof.

WITNESS OUR HANDS IN DUPLICATE ORIGINALS this the 9<sup>th</sup>  
day of October A.D., 1952.

John Roesner  
John Roesner



UNITED GAS PIPE LINE COMPANY

H. E. Romack  
Secretary

BY [Signature]  
Vice Pres.

Approved As To Form

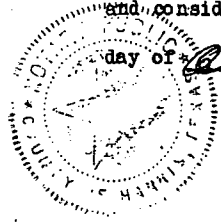
[Signature]

87  
ack

THE STATE OF Texas )  
COUNTY OF Harris )

BEFORE ME, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared (John Roesner), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of October A.D., 1952.



H. E. ROMACK  
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

H. E. Romack  
Notary Public in and for  
Harris County, Texas.

STATE OF LOUISIANA )  
PARISH OF CADDO )

BEFORE ME, the undersigned authority, a Notary Public in and for said Parish and State, on this day personally appeared

A. D. Gosman Vice President  
known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said United Gas Pipe Line Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of October A.D., 1952.

James L. Roberson  
Notary Public in and for  
Caddo Parish, Louisiana

THE STATE OF TEXAS  
COUNTY OF FORT BEND

I, Winona Schendel, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 19 day of Nov.  
A. D. 1952, at 9:30 o'clock a M., and duly recorded the 21 day of Nov.  
A. D. 1952, at 11:30 o'clock a M., in the Deed Records of said County, in Vol. 205  
on page 499.

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Pearl Collett Deputy.

WINONA SCHENDEL, Clerk County Court  
Fort Bend County, Texas

86854

John Roemer

To

United Gas Pipe Line Co

P.W.D.

COMPARED

FILED FOR RECORD THIS

NOV 19 1952

P. B. O. <sup>clock</sup>  
W. A. Schindler  
Century Clerk, Fort Bend Co., Texas

United Gas Pipe Line  
Shreveport La 1.50