

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

AGENDA ITEM
18C

Date Submitted: 01/28/2010

Submitted By: P. Batts

Court Agenda Date: 02/02/2010

Department: Engineering

Phone Number: 281 633 7507

SUMMARY OF ITEM: Take all appropriate action on Standard Utility Agreement between Fort Bend County, the State of Texas, and Williams Gas Pipeline regarding roadway changes (will extend 17 feet and 25-feet of 36" casing on two 30" pipelines for Greenbusch Road widening for an amount not to exceed \$184,574.00, Precinct 3. (Fund: Right of Way)

RENEWAL AGREEMENT/APPOINTMENT

YES

☐

NO

☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES

☐

NO

☐

List Supporting Documents Attached:

COUNTY JUDGE
RECEIVED

JAN 28 2010

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

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):

2-8-10 3 origs. ret. to Paulette at Engineering

STANDARD UTILITY AGREEMENT ACTUAL COST – FORT BEND COUNTY

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

Road: Greenbusch Road
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 Williams Gas Pipeline - Transco, 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: Williams Gas Pipeline - Transco (Williams) will extend 17-ft and 25-ft of 36" casing on two 30" pipelines to accommodate the Greenbusch Road widening project. and such work is described in **Owner's** Estimate (estimated at \$184,574.00), 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

Owner: Williams Gas Pipeline - Transco

☐ Executed and approved by Williams Gas Pipeline - Transco for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Williams Gas Pipeline - Transco.

By: Josiah R. Neave
Josiah R. Neave

Title: Director of Operations

Date: January 21, 2010

COUNTY

Fort Bend County

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
Robert Hebert

Title: Judge, Fort Bend County

Date: 2-2-10

Utility:	Williams Gas Pipeline - Transco
Roadway:	Greenbusch Road
Limits:	From Mills Manor Dr. to Falcon Landing
Mobility Project Number:	732
Eligibility Ratio:	100%

EXHIBIT A

INCLUDES:

Scope of Work: Work Description: Williams Gas Pipeline - Transco (Williams) will extend 17-ft and 25-ft of 36" casing on two 30" pipelines to accommodate the Greenbusch Road widening project.

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

ONSHORE PIPELINE COST ESTIMATE - TRANSCO

Onshore Pipeline Cost Estimate Template - Transco (2010)
(2) 30' Lines with 36" casing

WGP Pipeline = Transco
Accuracy = Class 5 (Default +/- 50%)
Estimate Date = 1/5/2010
Prepared By = E. Pyle
Reimbursible = Yes
File Name = Greenbusch.XLS

From M.P.	To M.P.
302.850	302.850

Length Check OK

Pipeline MAOP =	800	ANSI 600
Pipeline O.D. =	30"	Inch
Pipe Cost =	Transfer	\$/Ton
Pipe Type =	ERW	
Terrain Code =	1	Low/Moderate

Costs are Input in	Construction Duration of
2010	9

Dollars	Days
Enter State Code (TX, NJ, etc) =	TX
Default Base Install Factor =	1.00
Base Install Factor Override =	0.00

Template Info: ON09FP5_TRANSCO.XLS, 9/25/09, Proctor

PU	Particulars	Units	Quantity	Material & Equipment	Labor	Other Costs	Contract Costs
00	Project Overheads (Including Damages)						
	Field Eng. & Supv.		0		\$ 3,000.00	0	0
	Drafting- Drawings		0		\$ 2,000.00		
	Surveying Asbuilts for "A" and "B" Lines	Mile	0.0107		\$ 13,000.00		0
	Land Labor	Lot	0		\$ 5,000.00		0
	For TWS & Damages	Lot	0		\$ 20,000.00		0
	Operations - Right-of-way Specialist on site				\$ 3,000.00		
	Materials, Pipe, Powercrete Insulators	Lot	0	\$ 37,849.00			0
	Environmental	Lot	0		\$ 2,400.00	0	
	Contractor	Lot	0			0	\$ 79,000.00
	Contractor Contingency - 20%						\$ 15,800.00
	Pricing for Removing 35' of Shrubs adjacent to existing road R/W	Lot	0		\$ 455.00	0	
	Pricing for Removing 105' of Shrubs adjacent to existing road R/W	Lot	0		\$ 600.00	0	
	Support of Centerpoint Power Pole				\$ 2,470.00		
						0	0
	Subtotal			\$ 37,849.00	\$ 51,925.00		\$ 94,800.00
	Total				\$ 184,574.00		

BIRMINGHAM
1531 Alton Rd.
Irondale, AL 35210
P (205) 467-0717
F (205) 467-0724



HOUSTON
5440 Alder Dr.
Houston, TX 77081
P (713) 663-1671
F (713) 663-1833

December 8, 2009

Elizabeth Pyle
Williams Gas Pipeline – Transco
Cypress Division
4233 West Richey Rd.
Houston, TX 77066

Subject: (3) Casing Extensions of 36" Lines "A" and "B" – Katy, TX

Dear Ms. Pyle:

Thank you for your interest in CECO Pipeline Services. CECO Pipeline Services Company is pleased to provide the following attached quotation for services.

CPSC expects to utilize (2) Track hoes and 10 man crew to finish the work in approximately 9 days. If further detail is needed for the man power loading and schedule, it can be provided.

Terms & Conditions: All services will be provided under terms and conditions outlined in the Standing Agreement between Customer and CECO Pipeline Services Company.

We appreciate the opportunity to submit our quotation and we will be pleased to answer any question you have.

Sincerely,

A handwritten signature in black ink, appearing to read "Luke Hotze", with a stylized flourish at the end.

Luke Hotze
Project Manager

**REIMBURSEMENT INFORMATION FORM
TO BE COMPLETE PRIOR TO PE WORK BY UTILITY**

Utility Company: Williams Gas Pipe Line - Transco
Project Key No.: _____

1. Preliminary Engineering, in a "budgeted" estimate of \$ 18,000⁰⁰ will be accomplished by:

- ☒ Company Forces (obtain Agency authorization prior to proceeding with design work)
☐ Engineering Consultant through: (agreement with consultant must be approved by AGENCY prior to starting PE work. As a minimum: rate schedule and work scope required for <\$10,000, detailed scope of work and estimate required >\$10,000)
☐ New Engineering Contract ☐ Continuing Agreement
☐ AGENCY (Utility to prepare written request and obtain acceptance by AGENCY)

2. Construction, in a "budgeted" estimate of \$ 79,000⁰⁵ will be accomplished by:

- ☐ Force Account (by company forces) (written approval must be obtained before starting work)
☒ Low Bid Contractor (written approval of PS&E must be obtained prior to advertisement of project. Approval of selection of low bidder is required prior to award of contract)
☐ AGENCY Contractor (Utility supplies PS&E docs and request to add work. Agreement required if non-reimbursable work is included)
☐ Contractor with Continuing Agreement (agreement with contractor must be approved by AGENCY prior to starting construction)

3. Betterment:

This work (**will** ☐) (**will not** ☒) result in a betterment to the company's system. Betterments are upgrades or increases in functional capacity not attributable to the highway construction project. If a betterment will result, a detailed cost split must be shown in the estimate.

4. Accrued Depreciation (Expired Service Life):

This work (**does** ☐) (**does not** ☒) affect a complete and independent unit of our system, such as a building, plant, station, etc. If so, a calculation for the credit needs to be shown in the estimate. To calculate the Expired Service Life use the following equation.

$$\frac{\text{Expired Service Life of the Replaced Facility}}{\text{Estimated Service Life of Replaced Facility}} \times (\text{Original Cost}) = \text{Amount of Credit}$$

5. Billing for Force Account work will be based on:

- ☐ Actual Cost Basis in accordance with 23 CFR 645.117
☐ Lump Sum Basis in accordance with 23 645.113(f)

Lump Sum: If the total cost of the reimbursable portion is less than \$100,000, the utility may request a Lump Sum Basis agreement. A detailed estimate is required for approval of the Lump Sum method. Once the estimate is approved, payment will be made in the agreed upon lump sum amount upon completion of the project and submission of a statement of cost showing beginning and completion dates of the work. This method requires no supporting records, no itemized billing, and no audit. It is recommended for small jobs and where keeping records is a problem.

Construction administration and/or inspection costs must be based on actual costs unless agreed upon otherwise. Cost based on a percentage of construction is allowable only for purposes of estimating. All costs, which are reimbursable, will be kept in separate work order files. All such records will be retained by the utility for a period of not less than three (3) years from the date of final payment and will be subject to audit by representatives of the Agency and Federal Government.

By signing below I understand and acknowledge that: All reimbursable utility relocation work must have written AGENCY authorization prior to starting work. Estimates and bills must conform with, and are limited by, 23CFR 645A (Code of Federal Regulations), agency law, administrative rules, regulations and agency relocation policy. In accordance with 23CFR 645A, final billings will be submitted within one-year following completion of the utility relocation work, or run the risk of not being paid unless other arrangements are made.

Authorized Company Representative:

Josiah R. Neave, OICRPS
(Print Name, Title, and Phone Number)
4233 West Richey Road
(Mailing Address)
Houston, TX 77066
(City, Agency, Zip)

 12/11/09
Signature of Authorized Company Representative: Date:

email address: _____



BIRMINGHAM
1531 Alton Rd
Irondale, AL 35210
P (205) 467-0717
F (205) 467-0724

HOUSTON
5440 Alder Dr
Houston, TX 77081
P (713) 663-1671
F (713) 663-1833

BATON ROUGE
15888 Industry Way
Walker, LA 70785
P (205) 467-0717
F (205) 467-0724

WICHITA
2535 South Leonine
Wichita, KS 67217
P (713) 663-1671
F (713) 663-1833

To:	Williams Gas Pipeline - Transco	Contact:	Elizabeth Pyle
Address:	4233 West Richey Road Houston, TX 77066	Phone:	(281) 895-5304
		Fax:	(281) 895-5347
Project Name:	Extended Casing for "A" and "B" Lines	Bid Number:	
Project Location:	Katy, TX	Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
13.1	Lump Sum for (3) 36" Casing Extensions	1.00	EACH	\$78,944.83	\$78,944.83
13.2	Price for Sandblasting Pipe (if necessary)	1.00	SF	\$16.00	\$16.00
13.3	Price for the removal of shrubs approximately 35' adjacent to existing Greenbusch road right of way	1.00	EACH	\$455.00	\$455.00
13.4	Price for the removal of shrubs approximately 105', they are paralleling the existing "A" and "B" Lines.	1.00	EACH	\$600.00	\$600.00

- Notes:**
- All prices quoted are good for 60 days from date of quote.
 - Customer to mark pipelines prior to arrival, provide company personnel to evaluate pipe in a timely manner, and make one-call notifications.
 - All services will be provided under terms and conditions outlined in the Standing Agreement between the Customer and CECO Pipeline Services. CPSC assumes no responsibility for the condition of the pipe before or after the coating has been applied.
 - We appreciate the opportunity to provide this quote and would be pleased to answer any questions that you might have.
 - Other Clarifications:
 - CPSC does not guarantee that foreign lines will be 18" from Customer's line upon backfill if lines are not this distance when uncovered.
 - Bid assumes work can be done on both "A" and "B" lines at the same time.
 - All spoil to be removed from ditch to be moved to NE of job location on Williams ROW, as per bid walkthrough.
 - Bid assumes the drawings to be the governing document for the existing lines, and that casing can be split.
 - Bid does not include the removal or replacement of septic tank. If required, removal of shrubs does not include revegetation.
 - Pricing is contingent upon Williams obtaining all applicable permits.

Payment Terms: Payment in full due within 30 days of invoice date.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>CECO Pipeline Services Company, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Luke Hotze (713) 663-1834 LHotze@ceconet.com</p>
--	---

**JOB SCOPE OF WORK FOR THE PROPOSED EXTENDED CASING FOR "A" AND "B" NATURAL GAS PIPELINE
CROSSING GREENBUSCH ROAD, M.P. 302.85**

FORT BEND COUNTY, TEXAS

1.0 GENERAL JOB DESCRIPTION

This project entails adding 2- 36" Casings over Williams' two (2) existing lines, 30 inches in diameter, due to Fort Bend County's Greenbusch Rd. expansion. The Company provided pipe will be approximately 42 feet of 36-inch casing, .412 WT 70k yield, stored at and to be picked up by Contractor at Transco District 35.

2.0 LOCATION

2.1 Greenbusch Road, Fort Bend County

2.2 Transco District 35

2.3 M.P. 302.87 Centerline

2.4 "A" Line Begin Proposed Casing Extension Sta. 15990+31 – 15990+14 = 17 feet

Total = 17 feet

"B" Line Begin Proposed Casing Extension Sta. 15990+73 – 15990+98 = 25 feet

Total = 25 feet

2.5 Alignment Sheet TX-270

2.6 Lat/long: 29° 45' 31.52" N, 95° 48' 30.33W

2.7 Line List: 678

2.8 Directions: Exit 741, I-10 W, TX 77494 US

To: 25011 Lakeview Rd, Katy, TX 77494-6361 US

DRIVING DIRECTIONS:

A) Exit 741/us-90 West/w, I-10 W, TX 77494 US

1. Start out going SOUTHWEST on I-10/KATY FWY toward KATY FORT BEND RD. (go 1.2 miles)
2. Turn SLIGHT RIGHT onto ramp. (go 0.2 miles)
3. Turn LEFT onto PIN OAK RD. (go 0.6 miles)
4. Turn RIGHT onto KATY-FLEWELLEN RD. (go 0.2 miles)
5. Turn LEFT onto GREENBUSCH RD. continue (go 0.9 miles) to Lakeview Rd.
Williams's 60' right-of way is immediately behind 25011 LAKEVIEW RD.

B) 25011 Lakeview Rd, Katy, TX 77494-6361 US



3.0 EXISTING CONDITIONS:

- 3.1 Casing: "A" 36" O.D. x .406 w.t.
"B" 36" O.D. x .469 w.t.
- 3.2 Pipeline; "A" 30" O.D. x .375 w.t. x65 Spiral Weld Coating PE3
"B" 30" O.D. x .375 w.t. x65 Spiral Weld Coating PE3
- 3.3 "B" line is most southeast of 2 lines in same ROW
- 3.4 ROW definition: 60' Total
 - 3.4.1 7.5' northwest of "A" Line
 - 3.4.2 35' between "A" and "B" Line
 - 3.4.3 17.5' southeast of "B" Line
- 3.5 CP test station located on south side of the road
- 3.6 Pipeline marker located on the north and south side of the road
- 3.7 Buried utility crossings: Sta. 15991+60 PVC Tele. Cable, Sta. 15991+62 PVC Tele. Cable, Sta. 15991+70 6" Plastic Centerpoint gas line, Sta. 15990+77 30" Houston Gas Line, Sta. 15991+94 20" Kinder-Morgan Gas Line, Sta. 15990+44 Underground cable, ALL THESE LINES NEED TO BE VERIFIED BY CONTACTOR, DUE TO THE ROAD WIDENING, SOME HAVE BEEN RELOCATED
- 3.8 Above ground crossing: Sta.15991+08 power line

4.0 BACKGROUND

4.1 This project will be complete before the time of the road work.

5.0 SCHEDULE

5.1 Fort Bend County will start widening the road in March of 2010.

6.0 GENERAL NOTES

- 6.1 Contractor shall be working around in-service pipelines. Therefore, contractor shall exercise extreme care to avoid damage and injury to company facilities.
- 6.3 Prior to performing any ground disturbance activities, contractor shall provide material, equipment and labor to install, maintain, and later remove and dispose of soil erosion and sedimentation control devices as described in the generic soil erosion and sedimentation and control plan.
- 6.4 Contractor shall provide all one-calls. Proof of this shall be provided to the inspector before any excavations begin.
- 6.5 Contractor shall, at his sole cost, promptly restore damage caused by his work. Any damaged Property shall be restored to a condition equal to the condition prior to damage. During the construction period, Contractor shall assume full responsibility for any and all pollutants resulting from construction which may be detrimental to the environment and shall dispose of appropriately.
- 6.6 All work will be preformed to the satisfaction of the Company inspector. Should local conditions prevent the work plan from being executed as shown below, contractor shall notify Engineer prior to proceeding.
- 6.7 Contractor shall provide necessary toilet, phone, and office facilities as required. Toilet Facilities shall be provided and maintained at the work site at Contractor's expense.
- 6.8 Contractor shall comply with all federal, state, and local regulations.
- 6.9 Contractor shall have on file a DOT approved Drug Policy.
- 6.10 All Pipeline Operations and Maintenance Procedures shall be followed.
- 6.11 The 2' excavation rule still applies to all cased and uncased portion of the pipelines.
- 6.12 Contractor shall have all personnel qualified to meet DOT's Operator Qualification Program and provider documentation to Inspector to prove this prior to starting work. This documentation will be through Veriforce. Relevant Covered tasks are:
 - 6.12.1.1.1 CT403: Apply approved coatings to below ground piping.
 - 6.12.1.1.2 CT605: Locate Line/Install temporary marking of buried pipeline
 - 6.12.1.1.3 CT607: Damage prevention for excavation and backfilling
- 6.13 Contractor shall verify their existing insurance certificate on file with the Company is current prior to start of work.
- 6.14 All Facilities and right-of way shall be returned to as good as or better than its original condition.
- 6.15 When removing any vegetation, all vegetation shall be moved off the right-of-way and disposed of in a proper landfill.
- 6.16 Fencing for L.L 679.1 will be temporarily moved for the duration of the job, the fencing and valve yard shall be returned back to as good as or better than its original condition.
- 6.17 Contractor shall allocate approximately 300' of safety and silt fence and will be installed and removed as directed.
- 6.18 Contractor shall provide adequate road signage.
- 6.19 All access to the right-of-way shall be by existing or proposed stone construction entrances.
- 6.20 Tree Removal at Company option, see section 13.3 and 13.4.

6.21 All Contractors shall have a current General Service Agreement with Williams.

6.22 Vents will be removed and relocated per standard drawing 01-03-00/001STD sheet 1 of 1, additional 3" pipe should be needed.

7.0 WORKSPACE

7.1 All work on the Northwest side will be completed within William's permanent right-of-way and the existing road right-of-way. Work on the Northeast will be completed within William's permanent right-of-way and extra work space that will be obtained by Cindy Goodson (281-895-5305) in our Land Department.

8.0 WORK PLAN

8.1 Line "A" – south end of casing

Completely excavate the south end of the 36" diameter "A" line casing, within the proposed right-of-way, and extend the casing for a length of 17 feet.

Line "B" – south end of casing

Completely excavate the south end of the 36" diameter "B" line casing and extend the casing with a length of 25 feet to the south side'.

8.2 Remove test station leads to casing. Maintain test leads to pipe and station.

8.2.1 Prepare exposed pipe for inspection by Williams Pipeline Integrity Personnel.

8.2.2 As directed by Pipeline Integrity (Tatum Ritter, 409-201-7048), remove bad coating, sandblast pipe, and recoat with shrink sleeve Denso Protal 7200. (Not included in lump sum.)

8.2.3 Remove any shrink sleeves and replace. (Estimate 0 min – 2 max.) Replace with new Company supplied shrink sleeves Denso Portal 7200 (not included in lump sum.)

8.2.4 Backfill with cement stabilizing sand, to an elevation of 3 feet above the level of the pipeline. Contractor shall complete the back fill with spoil from the ditch; all remaining spoil shall be disposed of by contractor as directed by the company representative.

8.2.5 Install reused CP test station as directed.

8.2.6 Cleanup area, seed and mulch, and demobilize.

9.0 REQUIRED PERSONAL PROTECTION EQUIPEMENT

9.1.1 Steel Toe Safety boots

9.1.2 Hardhats

9.1.3 Safety Glasses

9.1.4 High visibility reflective vests.

10 Material Supplied by Williams

10.1 Pipeline Marker

10.1.2 CP test station

10.1.3 Casing Seals (2) 30 x 60 inches, 24 inch wide model. Raychem Brand
<http://www.heatshrinksleeves.com/PDF/CASEAL.PDF>

10.1.4 Spacing Spacers 9 ea. Model S12G-2

10.1.5 Link seals 9 ea. Model LS-500-C#3036

- 10.1.6 Denso Protal 7200
- 10.1.7 Williams will provide 79.4 feet of .412 X 70 (not test) pipe for the casing.
- 10.1.8 Williams will coordinate with Centerpoint to move or brace the light pole.

10.2 Contractor Supplied Materials

- 10.2.2 Sandblasting media (if required)
- 10.2.3 Fuel and lubricants
- 10.2.4 All other materials not mentioned
- 10.2.5 Contractor needs to supply the material for the temporary culverts and need to be sized adequately by the contractor.

11 ATTACHEMENTS

Contractor's Supervisors and Foremen shall be familiar with all drawings and specifications. The following included for your reference.

11.1 Road Construction Drawings

- 11.1.2 Sheet 1 of 1 Aerial Exhibit – Overall project layout 26-27-10/30285A_AERIAL
- 11.1.3 Sheet 1 of 1 – Road Crossing Permit Plan and Profile "A" Line 26-07-10/1599074A
- 11.1.4 Sheet 1 of 1 – Road Crossing Permit Plan and Profile "B" Line 26-07-10/1599074B
- 11.1.5 Sheet 1 of 6 – Environmental Plans 26-28-10599074-A
- 11.1.6 Sheet 2 of 6 – Environmental Plans 26-28-10599074-A
- 11.1.7 Sheet 3 of 6 – Environmental Plans 26-28-10599074-A
- 11.1.8 Sheet 4 of 6 – Environmental Plans 26-28-10599074-A
- 11.1.9 Sheet 5 of 6 – Environmental Plans 26-28-10599074-A
- 11.1.10 Sheet 6 of 6 – Environmental Plans 26-28-10599074-A

11.2 Road Construction Specifications

- 11.2.2 Item 430: Construction of Underground Utilities
- 11.2.3 Item 433: Cement Stabilized Sand Bedding and Backfill Material

11.3 Pipeline Construction Specifications

- 11.3.2 Pipeline Construction Specification: 90.0500, dated 5/10/06
- 11.3.3 Coating Specification: 15.0311.10, dated 02/03/06

11.4 Pipeline Alignment sheet – TX-270

11.5 Pipeline Operating and Maintenance Procedures

- 11.5.2 65.00.37.01 – Contractor Safety
- 11.5.3 65.00.49.02 – Damage Prevention
- 11.5.4 65.00.14.01 – Excavation and Trenching
- 11.5.5 65.00.20.03 – Hot Work

12.0 CONTRACTOR'S BID PROPOSAL

The method of construction shall be open-trench, depending if we will be able to obtain extra workspace, we have currently 7 ½ feet Northwest to the edge of our existing 60' right of way, as shown on drawing 26-27-10/30285A_AERIAL. If we are not able to obtain extra workspace, then a trench box or sheet piling

may have to be used depending on the contractor's recommendation. The depths of the two pipelines are depicted on Drawings 26-07-10/1599074A and 26-07-10/1599133B. Soil excavated from the site shall be stored on the Company's right-of-way and a silt fence will be installed around spoil piles to protect from run-off onto road and ditches. Top soil to be segregated separately.

1. Construction Ingress & Egress to Site:

Site locations for the extension will be located on both the Northwest and Northeast of Greenbusch Road in Fort Bend County, Texas. The two construction access on will be immediately Northwest and Northeast of Transco's existing 60' right of way width. These two construction entrances will be shown on drawing number 26-27-10/30285A_AERIAL. These two temporary construction entrances will need culverts, which need to be provided by the contractor. These culverts need to be sized per Fort Bend County specifications.

Company provided Spacer guides will be installed at company specified distance. Space Guides will be installed with a Williams-Transco representative on-site. These Spacer guides could vary from 3 feet to 6 feet; Pipeline Integrity will advise on the recommended spacing. In addition the three Casing Seals will be provided by Williams.

12.1 BID INSTRUCTIONS

A Project showing meeting will be held on site on **December 1, 2009 at 9 am** to review the site and discuss any questions.

All Bids are due on **December 8, 2009 at noon**. They should be mailed or express delivered to:

Williams Gas Pipeline –Transco

Cypress Division

Attn: Elizabeth Pyle

4233 West Richey Road

Houston, TX 77066

The following should be included with your bid:

Section 13.0 – Contractor's Bid Proposal – completed

Proposed manpower and equipment loading

Estimated duration of each phase

Current Rate sheet

13.0 Contractor's Bid Proposal

13.1 LUMP SUM FOR ALL WORK: _____

Contractor shall provide supervision, equipment, and labor to perform all related work for the extension of casing on M/L "A" and M/L "B" at Greenbusch Road, as detailed in job specifications.

13.2 Price for sandblasting pipeline, if necessary. Include:

Removing coating
Disposal of coating
Sandblasting

PRICE PER SQUARE FOOT BLASTED _____

13.3 Price for the removal of shrubs approximately 35' adjacent to existing Greenbusch road right of way,

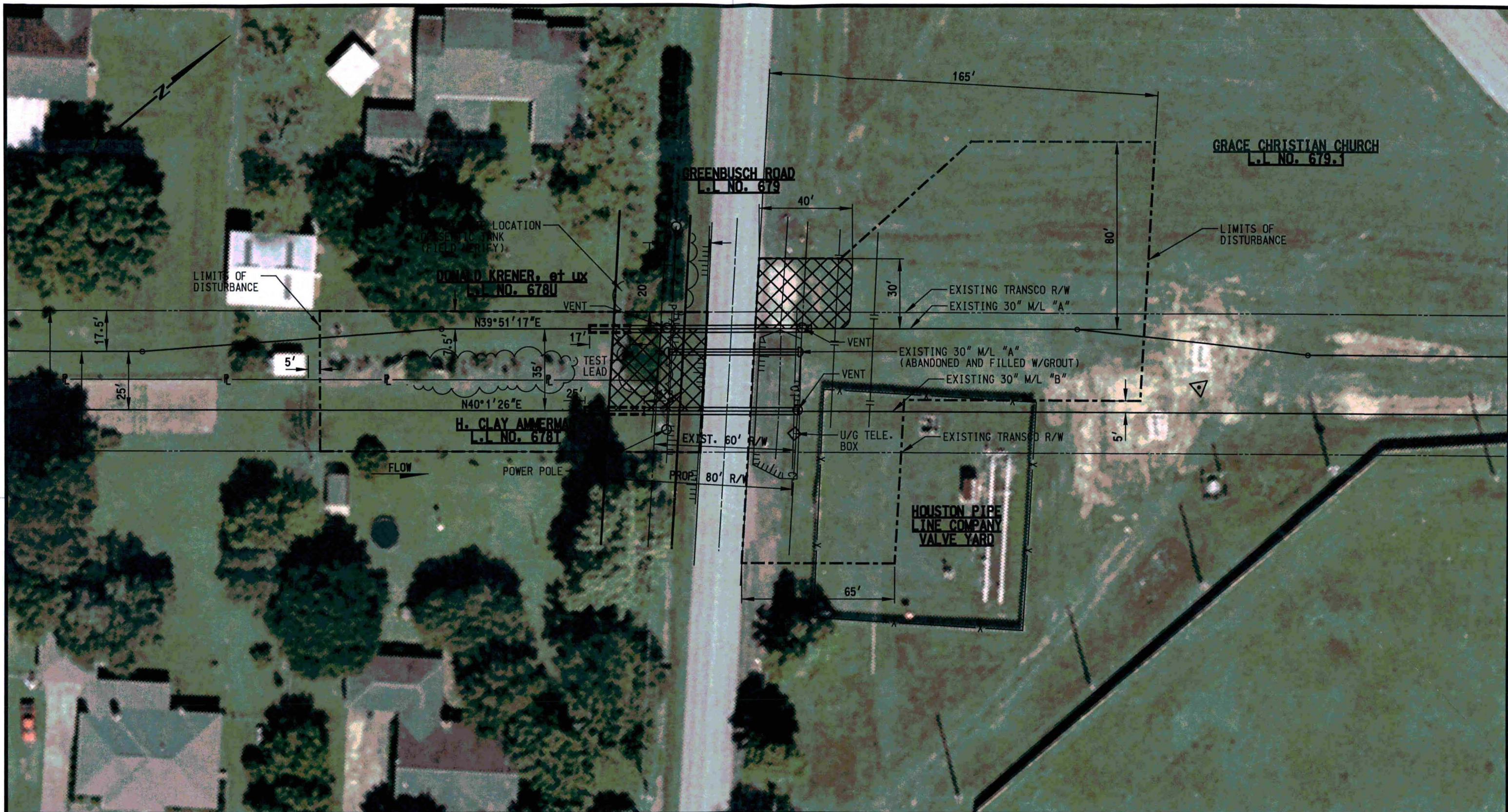
13.4 Price for the removal of shrubs approximately 105', they are paralleling the existing "A" and "B" Lines.

Utility:	Williams Gas Pipeline - Transco
Roadway:	Greenbusch Road
Limits:	From Mills Manor Dr. to Falcon Landing
Mobility Project Number:	732
Eligibility Ratio:	100%

EXHIBIT B

INCLUDES:

Plan of Adjustment Drawings



NOTES TO CONTRACTOR:

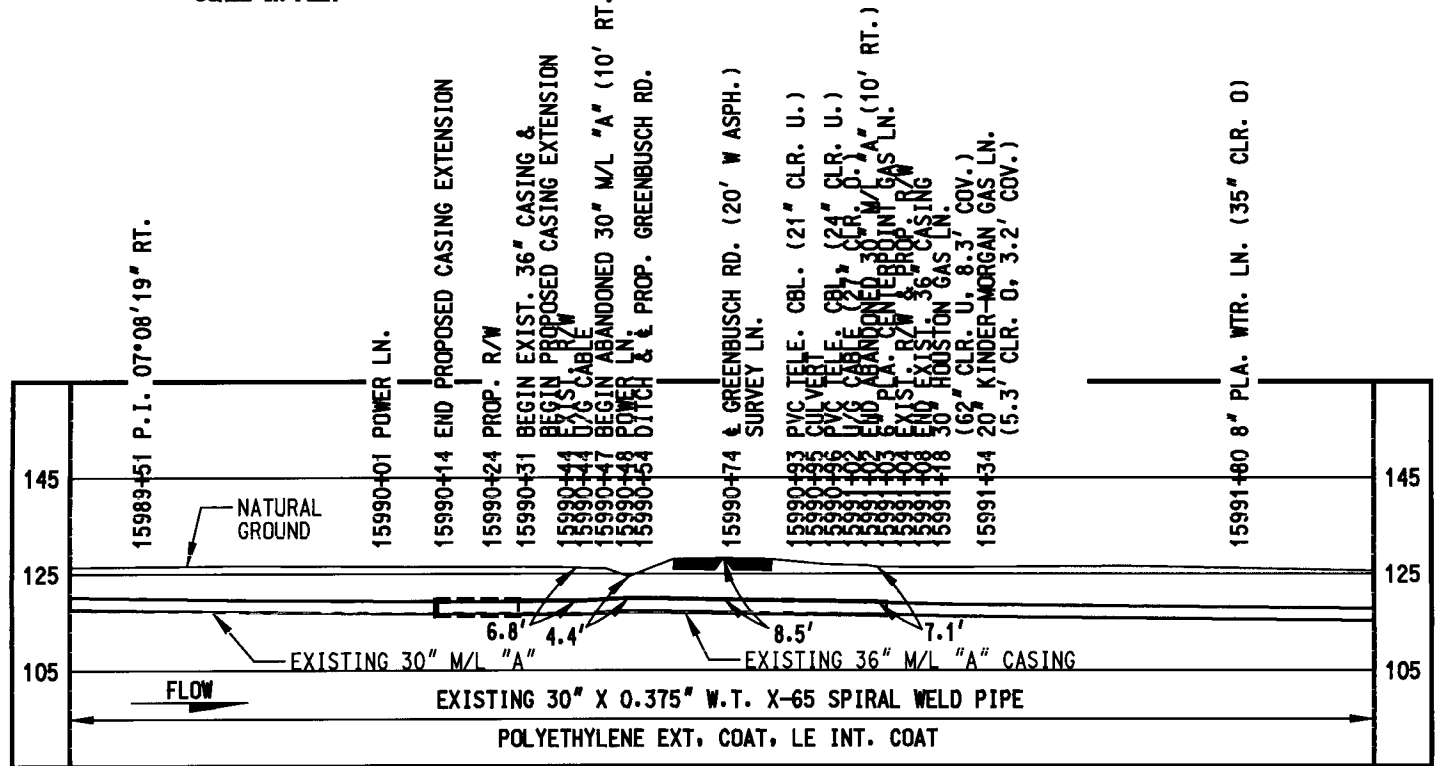
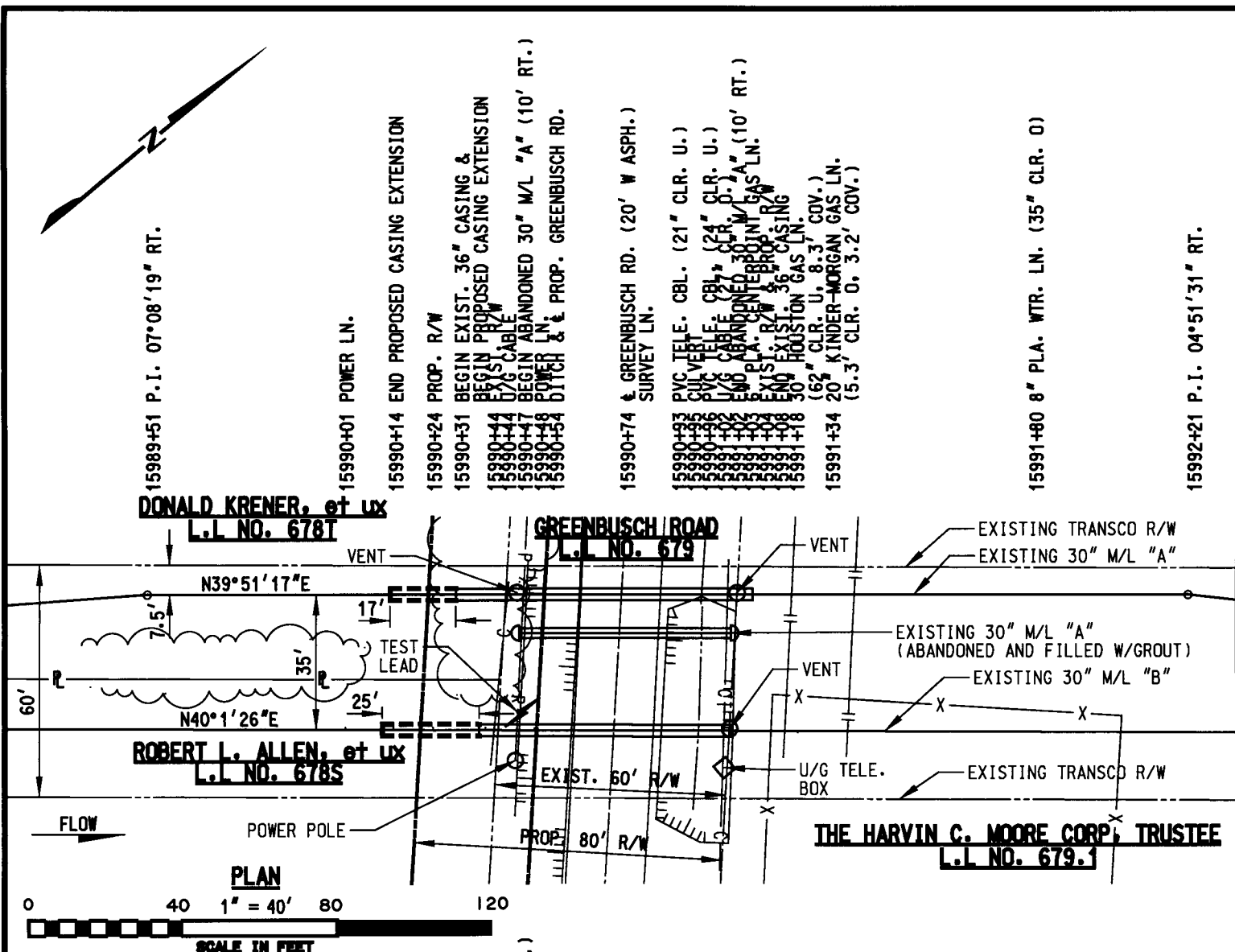
1. CULVERTS NEED TO BE SIZED ADEQUATELY BY CONTRACTOR



DRAWING NO.		REFERENCE TITLE			
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK. APP.
DRAWN BY: JJB			DATE: 01-25-2010	ISSUED FOR BID:	
CHECKED BY:			DATE:	ISSUED FOR CONSTRUCTION:	
APPROVED BY:			DATE:	DRAWING NUMBER: 26-27-10/30285A_AERIAL	
WO: 1079772			1/25/2010	SHEET 1 OF 1	

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
AERIAL EXHIBIT
GREENBUSCH ROAD
PROPOSED 2009 CASING EXTENSION
MAIN LINE "A" M.P. 302.85
FT BEND COUNTY, TEXAS

Williams
GAS PIPELINE



NOTES TO CONTRACTOR

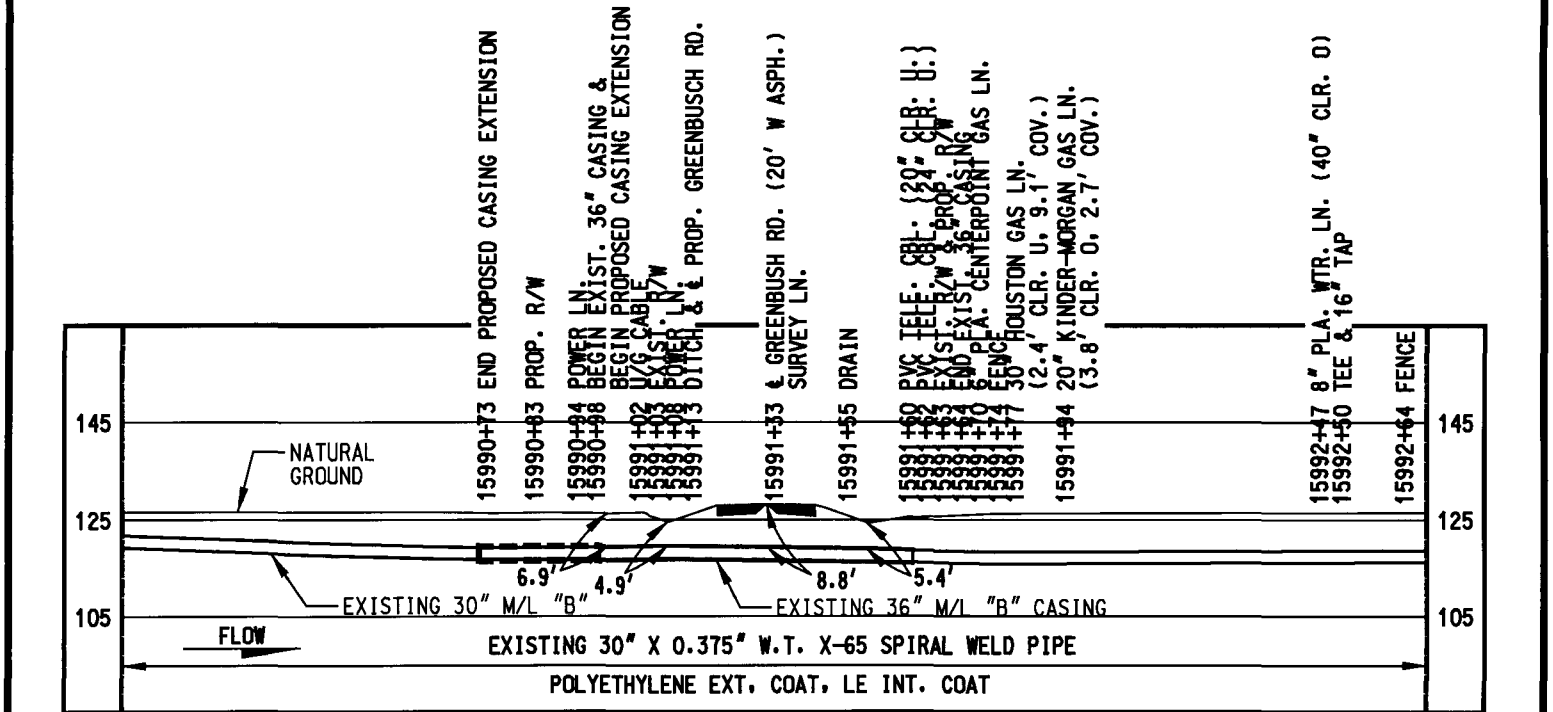
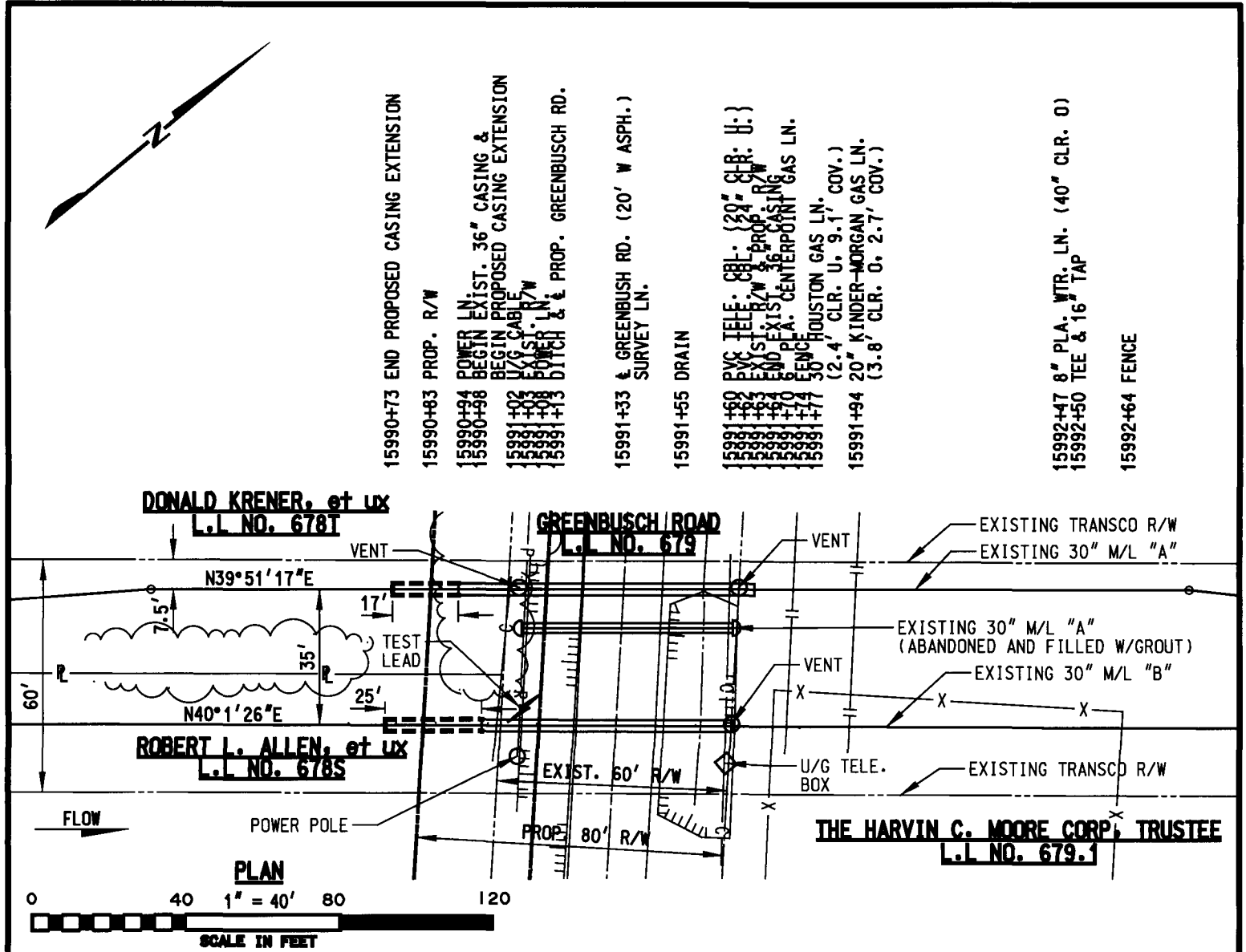
1. THE COMPANY HAS MADE AN EFFORT TO LOCATE ALL UNDERGROUND FACILITIES NOW EXISTING BUT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
2. A MINIMUM CLEARANCE OF 18 INCHES BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES WILL BE MAINTAINED.
3. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

HORIZ.: 1" = 40'
VERT.: 1" = 40'

T.B.M. - CONTROL POINT,
20.94' RT. OF M/L "A" STA. 15992+74.
ELEV. 126.70' (NAVD/1988)

4. BEARINGS SHOWN ARE GRID AND REFER TO THE TEXAS SOUTHCENTRAL STATE PLANE COORDINATE SYSTEM, NAD 1983.
5. ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
6. LAND RIGHT-OF-WAY No. 679
7. METHOD OF CONSTRUCTION: CASING EXTENSION

DRAWING NO.		REFERENCE TITLE		TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC ROAD CROSSING PERMIT OF GREENBUSCH ROAD PROPOSED 2009 CASING EXTENSION MAIN LINE "A" M.P. 302.85 FT BEND COUNTY, TEXAS						
NO.	DATE	BY	REVISION DESCRIPTION	W.O. NO.	CHK.	APP.	DRAWN BY: JJ8	DATE: 01-25-2010	ISSUED FOR BID:	SCALE: 1" = 40'
							CHECKED BY:	DATE:	ISSUED FOR CONSTRUCTION:	
							APPROVED BY:	DATE:	DRAWING NUMBER: 26-07-10/1599074A	SHEET 1 OF 1
							WO: 1079772		10/08/28 AM 1/25/2010 K:\greenbus\Mapping\Roadways\28-07-10_1599074A_GREENBUSCHRD.dgn	



PROFILE

HORIZ.: 1" = 40'
VERT.: 1" = 40'

T.B.M. - CONTROL POINT.
20.94' RT. OF M/L "A" STA. 15992+74.
ELEV. 126.70' (NAVD/1988)

NOTES TO CONTRACTOR

1. THE COMPANY HAS MADE AN EFFORT TO LOCATE ALL UNDERGROUND FACILITIES NOW EXISTING BUT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP NOR DOES IT ACCEPT ANY RESPONSIBILITY FOR ERRORS IN LOCATION OR FOR FAILURE TO INDICATE ANY SUCH FACILITIES.
2. A MINIMUM CLEARANCE OF 18 INCHES BETWEEN THE PROPOSED PIPELINE AND ANY EXISTING FACILITIES WILL BE MAINTAINED.
3. CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

4. BEARINGS SHOWN ARE GRID AND REFER TO THE TEXAS SOUTHCENTRAL STATE PLANE COORDINATE SYSTEM, NAD 1983.
5. ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
6. LAND RIGHT-OF-WAY NO. 679
7. METHOD OF CONSTRUCTION: CASING EXTENSION

DRAWING NO.				REFERENCE TITLE			

Utility: Williams Gas Pipeline - Transco
Roadway: Greenbusch Road
Limits: From Mills Manor Dr. to Falcon Landing
Mobility Project Number: 732
Eligibility Ratio: 100%

EXHIBIT C

INCLUDES:

Easement or Fee Title Documents

Eligibility Calculation

ELIGIBILITY CALCULATION:

Length of Casing in County Road Right of Way Width at Time of Installation:
Length of Casing not in Proposed County Road Right of Way:
Percent Eligible:

42
0
100 %

Eligible = 42-ft
Ineligible = 0-ft
Total = 42-ft
Eligible Calculation = $42/42 = 100\%$
Total Reimbursable Based on Estimate = \$184,574.00

RE: TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

COMMISSIONERS COURT
FT. BEND COUNTY, TEXAS

On this the 17 day of July, A.D. 1950, came on to be considered by the Commissioners Court of Ft. Bend County, Texas, the application of Transcontinental Gas Pipe Line Corporation for permission to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines with appliances, tie-overs and appurtenances necessary or convenient in the operation thereof, including telephone, telegraph and electrical lines under, through, over, across or along any and all public roads, highways, streams, canals, levees, ditches, and public lands under the jurisdiction of this Court; and it appearing to the Court that such application and permission should be granted as prayed, it is therefore

ORDERED, ADJUDGED AND DECREED that Transcontinental Gas Pipe Line Corporation, its successors and assigns, be, and it is hereby, granted the right, privilege, permission, easement and franchise to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines with appliances, tie-overs, and appurtenances necessary or convenient in the operation thereof, including telephone, telegraph and electrical lines, under, through, over and across and along any and all public levees, public roads, highways, streams, canals, ditches and public lands under the jurisdiction of this Court, provided, however, that said Transcontinental Gas Pipe Line Corporation, its successors and assigns, shall effect all crossings and construction in a manner in accordance with good engineering practices, taking due care for the convenience and safety of the public in a manner so as not to interfere with the public use thereof except during actual construction; and provided that prior to beginning construction, said corporation will ascertain the location of all natural drainage facilities from the County Engineer, and also the location of all proposed drainage facilities, and will bury such pipe line at a sufficient depth to avoid interruption of drainage; and provided further that all of said roads, highways, streams, canals, levees, ditches, bridges and public lands shall be replaced and restored to their former condition to the satisfaction of this Court; and provided further that in the event such repairs are not made within thirty (30) days after written notice thereof by the County Judge to Transcontinental Gas Pipe Line Corporation, that said County may cause such work to be done and bill said Corporation for the necessary cost of same; and provided further that the

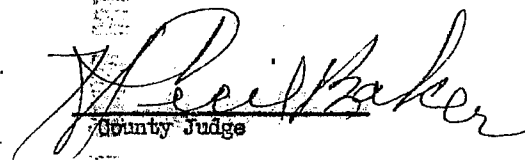
1-100/613.225.

10/3

A-015668

said Transcontinental Gas Pipe Line Corporation, its successors and assigns, in the exercise of the easement, right and authority hereby granted shall hold the County and its agencies harmless; and provided further that said Transcontinental Gas Pipe Line Corporation shall furnish the said Commissioner's Court with a map or sketch showing where any pipe line, telephone, telegraph and electrical line is to cross any of the above highways and public lands or projects under the jurisdiction of said Commissioner's Court.

This order shall be effective as of the date hereof and the Clerk of this Court is hereby directed to enter this order upon the Minutes of this Court.


County Judge

STATE OF TEXAS)
COUNTY OF FT. BEND)

I, the undersigned, Ella Maeck, Clerk of the Commissioner's Court of said County, do hereby certify that the above and foregoing is a true and correct copy of the order this day adopted and entered by said Commissioner's Court Ft. Bend County, Texas.

Witness my hand and official seal, this 20 day of July, 1950.

Ella Maeck, Co. Clerk
Fort Bend Co. Texas

1-100/613, etc.

2 of 3

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, 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 9th day of August
A. D. 1950 at 8:00 o'clock A. M., and duly recorded the 24th day of August
A. D. 1950 at 4:15 o'clock P. M., in the Deed Records of said County, in Vol. 273
on page 515

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 Joe Nell Cole Deputy.

ELLA MACEK, Clerk County Court.
Fort Bend County, Texas

67167

Fort Bend County
To Transcribed
Transcribed to Scope
Enc Corp

COMPARED

3 of 3

1-100/6'3, etc.

FILED FOR RECORD THIS

AUG 29 1950

At Richmond, Texas
County Clerk Ella Macek
County Clerk Ella Macek
County Clerk Ella Macek

1
Ella Macek
OFFICE

RE: TRANSCONTINENTAL GAS PIPE
LINE CORPORATION

COMMISSIONERS COURT
FT. BEND, COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS COURT OF FT. BEND COUNTY, TEXAS:

COMES NOW Transcontinental Gas Pipe Line Corporation, a Delaware corporation with its principal office in Houston, Texas, duly qualified to do business in the State of Texas, and hereby makes application unto this Honorable Court for permission to lay, construct, maintain, operate, alter, replace and remove pipe lines with appliances, tie-overs and appurtenances necessary or convenient in the operation thereof, including telephone, telegraph and electrical lines under, through, over, across, or along public roads, highways, streams, canals, levees, ditches and public lands under the jurisdiction of this Court and in support thereof would show the Court as follows:

1- That Transcontinental Gas Pipe Line Corporation, its successors and assigns, proposes to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, with appliances, tie-overs and appurtenances necessary or convenient in the operation thereof, including telephone, telegraph and electrical lines.

2- That said lines as now proposed, and to be proposed from time to time, will cross through this county.

3- That said lines in their passage through this county will cross public roads, highways, streams, canals, levees, ditches and public lands under the jurisdiction of this Court.

4- That Transcontinental Gas Pipe Line Corporation, your Petitioner, desires to secure a non-exclusive right, franchise and permit from this Court granting unto said Petitioner, its successors and assigns, the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, with appliances, tie-overs and appurtenances necessary or convenient in the operation thereof, including telephone, telegraph and electrical lines, under, through, over, across and along any and all public roads, highways, streams, canals, levees, ditches and public lands under the jurisdiction of this Court.

5- Petitioner would show that all crossings will be constructed in a manner in accordance with good engineering practice, taking due care for the convenience and safety of the public, and not in a manner to interfere with the public use except during construction.

6- That said Transcontinental Gas Pipe Line Corporation shall furnish the said Commissioner's Court with a map or sketch showing where any pipe line, telephone, telegraph and electrical line is to cross any of the above highways and public lands or projects under the jurisdiction of said Commissioner's Court.

7- The franchise and easement requested is a non-exclusive right and authority, and in its exercise Transcontinental Gas Pipe Line Corporation agrees for itself, its successors and assigns, that it will hold the county and its agencies harmless.

WHEREFORE, premises considered, Petitioner prays that this Honorable Court grant unto Transcontinental Gas Pipe Line Corporation, its successors and assigns, an easement, franchise and right-of-way permit to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with all appliances, tie-overs and appurtenances necessary or convenient in the operation thereof, including telephone, telegraph and electrical lines under, through, over, across and along any and all public roads, highways, streams, canals, levees, ditches and public lands under the jurisdiction of this Court.

Respectfully submitted,

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION

By Grover B. Cobb
Grover B. Cobb

June 5, 1961

Hon. Judge Clyde B. Kennelly
County Judge
Fort Bend County
Richmond, Texas

Attention: Stanley L. Kucherka, Jr., Chief Engineer

Gentlemen:

Pursuant to Franchise dated July 17, 1950 and entered in the Minutes of the Commissioners Court, Fort Bend County, Texas, recorded in Volume 273, Page 515 of the Deed Records of said County, and with reference to your request of May 15, 1961 for drawings, as you will find attached, delineating our proposed second pipe line crossing the following named county roads and Drainage District ditches:

<u>NAME</u>	<u>DRAWING NO.</u>	<u>LL NO.</u>
Bois D'Arc Rd.	A-6524	656.1
McKinnon Rd.	A-6880	658.1
Gaston Road	A-6874	673.1
Busch Road	A-6521	679.1
Ditch No. II E 10-B	A-6879	657.0
Flewellen Ditch	A-6877	665.1
West Buffalo Bayou-VA-6	A-6891	674.1
Buffalo Bayou	A-6883	677

A set of such drawings are attached to each of the original and three copies of this letter for your approval and handling. Please indicate your approval on one copy and return to me in the enclosed self-addressed stamped envelope.

June 5, 1961
Page 2

Prior to construction of the pipe line a representative of Transcontinental designated to review construction will visit you to be introduced to Mr. Johnny Phillip, County Commissioner of Precinct 4, Fort Bend County, Texas.

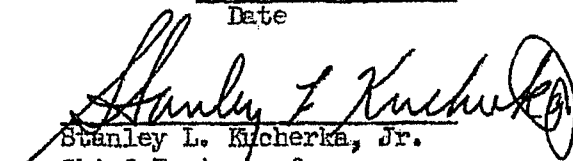
Your assistance in this matter is appreciated.

Yours very truly,

TRANSCONTINENTAL GAS PIPE LINE CORPORATION


Paul C. Nordling

APPROVED: June 7, 1961
Date


Stanley L. Kucherka, Jr.
Chief Engineer for
Fort Bend County

PCN:mjb

RECEIVED
FUND DEVELOPMENT
JUN 10 1961

RECORDED ON 2-8-10
IN THE COMMISSIONER COURT
MINUTES OF 2-2-10

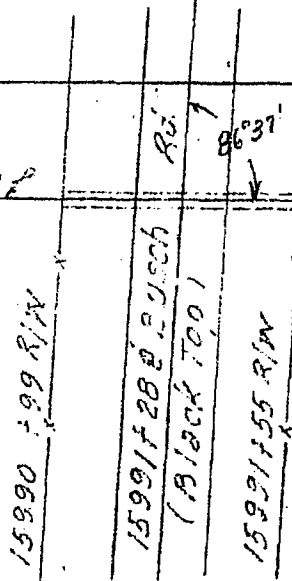
FORT BEND COUNTY TEXAS

GEO. W. CARTWRIGHT A-149 I & G.N.R.R. A-268

Existing 30" Mainline

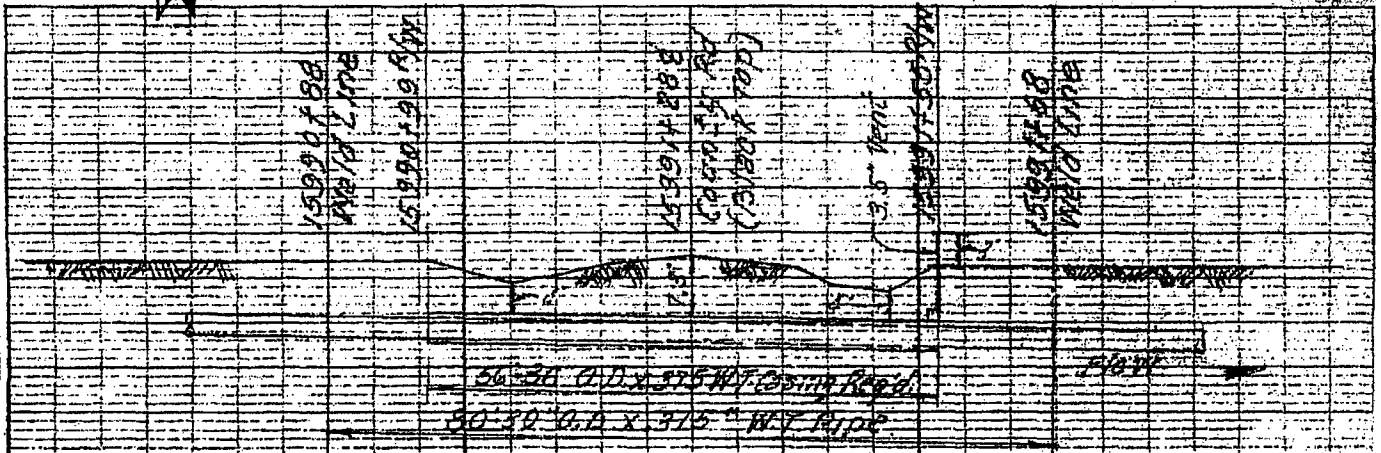
Proposed 30" Gas Pipe Line

N 41° 10' E.
Flow



PLAN

Scale: 1" = 40'



PROFILE

Scale: 1" = 20'



SPECIFICATIONS

LINE PIPE

30" O.D. x 3.75" W.T.
Wt. per ft. 118.65#
Material: API-5LX-52

CASING

36" O.D. x 3.75" W.T.
Wt. per ft. 142.68#
ASTM-A-212 Gr. B
Min. Yield 35,000 psi

Type Joint: Welded

Casing Sealed Both Ends

3.5" O.D. Screened Vent Pipe

Method of Installing: Boring

L.L. No. 679.1 Line No. 1-200

Alignment Sheet

Field Book

REFERENCE DRAWINGS

T-59-2

TR-59-2

DWG. NO.

TRANSCONTINENTAL GAS PIPE LINE CORP.

ENGINEERING DEPARTMENT

HOUSTON, TEXAS

PROPOSED 30" NATURAL GAS PIPE LINE

CROSSING BUSCH ROAD

FORT BEND COUNTY, TEXAS.

DESIGNED BY	DATE	CHECKED BY	DATE
DRAWN BY	DATE	APPROVED BY	DATE
CHECKED BY	DATE	APPROVED BY	DATE
TRACED BY	DATE	APPROVED BY	DATE
W. O. NO. 5208-05	SCALE	DWG. NO.	
1/15	Noted	A-6521	
	SHEET	OF	