

STANDARD UTILITY AGREEMENT

U-0031: Transcontinental Gas Pipe Line Company, LLC
County: Fort Bend
Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and Transcontinental Gas Pipe Line Company, LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Transco/Williams will replace approximately 400' of new 30" O.D., 0.500" w.t. X-65 and X-70 "Main Line A" pipe in existing 34" casing to prepare for future expansion of FM 1093 at mile post 297.1, in Fort Bend County, TX:

Start Date – 10/03/2016
Completion Date – 10/20/2016

and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Exhibits "A," "B" and "C."

WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under such subchapter.

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

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** twenty-six and one-half percent (26.5%) of the documented actual costs incurred for relocation of the utility in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such

[Signature]
Initial Date

Fort Bend County

CA *10/20/16*
Initial Date

Transcontinental Gas Pipe
Line Company, LLC

billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by **Utility** to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside **Utility's** control, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County** and **Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans & Specifications (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.


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


The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this Agreement.

The State 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 State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

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


Initial 10/17/16
Date
Fort Bend County


Initial 9/29/16
Date
Transcontinental Gas Pipe
Line Company, LLC

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

UTILITY

Utility: Transcontinental Gas Pipe Line, LLC
Name of Utility

By: 
Authorized Signature

Larry Borski, P.E.
Print or Type Name

Title: Manager Engineering, Cypress Division

Date: 9-29-16


Initial
10/17/16
Date
Fort Bend County

CA
Initial
9/29/16
Date
Transcontinental Gas Pipe
Line Company, LLC

EXECUTION RECOMMENDED:

COUNTY

By:

Robert E. Hebert, County Judge

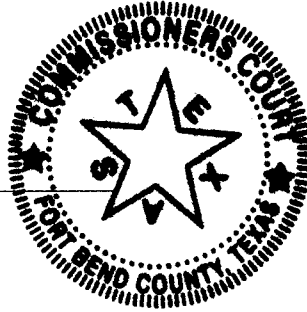
Date:

10-25-14

ATTEST:

By:

Laura Richard, County Clerk



APPROVED:

By:

Richard W. Stolteis, 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 \$211,967.27 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

AWB
Initial
Fort Bend County

10/17/14
Date

CA
Initial

9/29/16
Date

Transcontinental Gas Pipe
Line Company, LLC

Exhibit A

FM 1093 Pipe Replacement Main Line A Plans & Specifications

(4 Pages that Follow)

WST 10/17/10
Initial Date
Fort Bend County

CA 9/29/10
Initial Date
Transcontinental Gas Pipe
Line Company, LLC

Williams Construction Scope and Description

Location: <i>(District Name)</i>	District 35, Milepost 297.1, Fort Bend County, Texas
Project ID Number:	1188103
OMS Event ID:	
Work Plan Name:	Highway 1093 pipe replacement Main Line "A"
Revision Number:	2
Revision Date:	9-21-16
Proposed Date to Begin Work:	10-03-16
Target Completion Date:	10-20-16

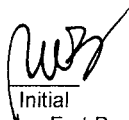
PLAN DESCRIPTION


On Main Line "A" at milepost 297.1, in Fort Bend County, Texas install approximately 390' feet of new 30" x .500wt pipe in existing 34" casing to extend upgraded piping through proposed highway expansion area.

COMPONENTS OF THE PROJECT

Main scope of project covers work at highway 1093 on main line "A":

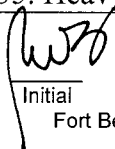
1. Safety will be the top priority regarding this project
2. Complete WGP-0005 "Work Plan and Project Hazard Assessment Checklist" each day prior to work starting.
3. Make One-Call notifications
4. Notify Landowners
5. Stop Work Authority is given to each person (contractor or company personnel) throughout the duration of this project.
6. Conduct daily safety discussion with contractor prior to work beginning. Conduct more frequent safety discussions with contractor as needed
7. Complete JSA at the beginning of the project.
8. Complete WGP 0059 Hot Work Permit as needed. (Williams Employee Only)
9. Complete WGP 0140 Trench Log and Excavation Inspection Form daily or as needed.
10. Gas handling plan for both locations will be provided by district 35.
11. 30" Main Line "A" will be removed from existing 34" casing and replaced with a new 30" line with insulators and casing end seals.
12. Verify contractor's personnel OP-Qual status for appropriate CT's in Veriforce prior to work beginning. Field Verification Reports should be included for specific contract personnel performing CT's.
13. No digging will commence until all pipelines in R.O.W. have been located, probed to determine cover and staked. No machine digging will be allowed within 18 inches of the pipeline. The remaining soil around the pipeline will be removed by hand excavation as needed. No digging will be allowed without the presence of a Williams' representative monitoring the excavation. No excavation will be allowed on other lines in R.O.W.
14. No punching out under the pipe will be allowed; only a mechanized dig-under type machine will be allowed to remove soil from under the pipe.
15. For all excavations where there is not sustained vegetation (4" height, thick growth) or for any locations with extreme terrain or any kind of erosion or third party caused damage (i.e. roads, 4-


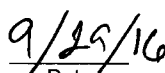

 Initial Date
 Fort Bend County


 Initial Date
 Transcontinental Gas Pipe
 Line Company, LLC


wheelers), straw will be blown down (2" thickness) on original grade prior to spoil being placed over any adjacent buried utilities (pipe or fiber optic).

16. A PVC and rope system will be used in all cases to be stretched along grade as an indicator mechanism to extend the length of the spoil pile on top of all utilities to be covered by the spoil pile and long enough to extend beyond the spoil pile height. The PVC will be installed over the pipe as a tangible indicator of contact with grade when backfilling.
17. The PVC pipes will be moved by excavation equipment if the rope is struck, and act as a warning system to stop removing cover when finalizing grade.
18. For any excavation where a parallel utility might interact with the edge of the ditch due to sloping for safe excavation, or any other reason, the PVC and rope system will also be used to mark the location of said utility through the ditch. For cases where this is a concern, care should be taken to ensure that the closest part of the interfering utility is marked (i.e. mark the edge of the line and communicate this to all involved so that the threat is mediated).
19. At the beginning of each day, at each open or imminent excavation site, Williams's representative will conduct a verbal exercise with the excavator operator confirming all utilities in R.O.W. are still marked and affirming the utility represented by each group of markings.
20. No one will be permitted to hook or un-hook a load to a hoe bucket from beneath the bucket. While loads are being connected or dis-connected by persons near the bucket, track hoe engine will be reduce to idle. No exceptions.
21. Only designated equipment operators will be allowed to operate equipment on this project; EX: track hoes will be operated by hoe operators, dozer will be operated by dozer operators, and heavy trucks will be operated by heavy truck designated drivers. No exceptions.
22. Existing depth of cover of pipelines is shown on attached survey. MLA can be excavated while in service prior to blowdown.
23. Williams will handle evacuation of line (District 35).
24. Mechanical cuts of line will be handled by CECO.
25. Williams is already in possession of the new pipe; it is FBE coated and stored at our Compressor Station 35 in Houston, Texas.
26. Contractor will need to supply 4 ea. welders with current Williams welding certification. Welders will be tested at Station 35 by contract CWI supplied by Power Performance.
27. New pipe will need to be loaded and transported to the job site.
28. Insulators will be installed on each joint prior to installation.
29. An extra layer of epoxy coating will be applied for abrasion resistance to ensure the FBE integrity during pull back.
30. 8 hour hydrostatic test will be conducted after the new pipe has been pulled through the existing casing.
31. Contractor will provide coating and blast media; along with personnel and equipment to coat field joints and make any coating repairs needed.
32. Perform final grade on excavated sites; re-seeding as necessary (as landowner preferences dictate).
33. The possibility is always present for original pipeline coating to contain asbestos. In the event asbestos containing coatings are discovered, contractor will have proper PPE for its employees and follow applicable federal and state procedures for its removal. If necessary, Williams will secure a dumpster for asbestos containing coating disposal. Contractor will secure dumpster for all other material and ensure only appropriate trash and waste will be put into the correct dumpster.
34. Unsupported pipe span will not exceed 60 feet on excavated sections. Method of pipe support between spans will be dirt plugs or stable skid cribbing.
35. Heavy equipment used during excavation will track off of pipeline when not digging.


Initial Date
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Initial Date
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36. All work will be confined to the R.O.W. except where instructed otherwise by Williams' representative.
37. No timber may be removed without permission of William's representative.
38. All excavation equipment will have bars across teeth.
39. No side cutters allowed on excavation equipment.
40. No mobile device phone usage (of any kind) allowed by vehicle operators, equipment operators, or equipment spotters while vehicles or equipment are in use.
41. Planned work week will be 6 ea. 10 hour days; no work on Sundays unless inclement weather calls for make-up days.
42. Contractor will secure dumpster for all construction debris and insure only appropriate trash and waste will be put into the correct dumpster.
43. All employees are advised to monitor coworkers and take appropriate action if they determine that a worker is too tired to drive or properly perform their work duties. All workers have the right and responsibility to refuse work due to work-related fatigue if they believe it could pose a risk to theirs and other worker's health and safety.
44. All employees are to monitor and be aware of temperature conditions as to take appropriate precautions and preventive measures for temperature related health conditions. All employees are recommended to monitor themselves and other employees for signs of heat or cold stress. All workers are to notify supervisor and take appropriate action in the event another employee exhibits signs or symptoms of heat or cold stress. Refer to Williams Heat and Cold Stress Program for engineering controls and work practices for stress conditions during work activities in extreme (hot or cold) temperatures.
45. To limit the risk of fires, employees shall take the following precautions: 1. No Smoking except in designated safe smoking areas which include cleared area with no combustible vegetation or materials and approved butt receptacles. 2. Minimize the storage of combustible materials. 3. Make sure that all exit or evacuation routes are kept free of obstructions. 4. Dispose of combustible waste in accordance with all applicable laws and regulations. 5. Use and store flammable materials in areas away from ignition sources. 6. Keep incompatible (i.e., chemically reactive) substances away from each other. 7. Perform "hot work" (i.e., welding or working with an open flame or other ignition sources) in controlled areas. Hot work permits are required for all hot work. 8. Keep equipment in good working order (i.e., inspect electrical wiring and appliances regularly and keep motors and tools free of dust and grease).
46. Contractor will maintain a spill kit to be available if needed.


Initial Date 10/17/16
Fort Bend County



Initial CA Date 9/29/16
Transcontinental Gas Pipe
Line Company, LLC


Exhibit B


FM 1093 Pipe Replacement Main Line A Construction Cost Estimate

(2 Pages That Follow)

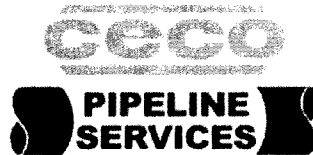
Line Item No.	Item Description	Total Cost
1	Replace 400' of 30" on MLA FM 1093 (see detailed cost)	\$ 583,230.42
2	Contingency on Construction Cost (20%)	\$ 116,646.08
3	Engineering/Surveying	\$ 50,000.00
4	Construction Inspection	\$ 50,000.00
Total Cost		\$ 799,876.50

Fort Bend County Reimbursement - 26.5% (106 LF of 400 LF pipe replacement due to proposed roadway expansion project)	\$ 211,967.27
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 Initial Date
 Fort Bend County


 Initial Date
 Transcontinental Gas Pipe
 Line Company, LLC

BIRMINGHAM
3648 Vann Road
Birmingham, AL 35235
P (205) 508-3791
F (205) 508-3795



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

8/22/16

Williams Gas Pipe Line – Transco Pipeline
4233 West Richey Road
Houston, Texas 77066

Attention: Mr. Ron Douglas
Ronald.P.Douglas@williams.com

Dear Ron,

Please find attached the quote, work schedule, Labor-Equipment-Materials listing and standard clarifications for the 2016 FM 1093 Fort Ben County MLA pipe replacement.

The price we are proposing for this project is \$583,230. This includes all labor and equipment to complete the work as well as all materials. No hydrostatic testing is included.

We appreciate the opportunity for this work.


If you have any questions please don't hesitate to call or email.


Best regards,

John Johnson

John Johnson
JJohnson@ceconet.com
832-205-6542

Page 1 of 1


Initial Date
Fort Bend County

 CA 9/29/16
Initial Date
Transcontinental Gas Pipe
Line Company, LLC



BIRMINGHAM
 1531 Alton Rd.
 Birmingham, AL 35210
 P (205) 957-2557
 F (205) 957-2567

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

To: Williams Gas Pipeline - Transco	Contact: Ron Douglas
Address: 4233 West Richey Road Houston, TX 77066	Phone: (281) 895-5304 Fax: (281) 895-5347
Project Name: Williams-2016 FM 1093 Fort Ben Cnty MLA 400' Pipe Replacement	Bid Number:
Project Location: FM 1093, Ben County, TX	Bid Date: 8/22/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Replace 400' Of 30" On MLA FM 1093. See Attached Detailed Labor, Equipment And Materials Listing.	1.00	EACH	\$583,230.42	\$583,230.42

Notes:

- All prices quoted are good for 30 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.

Payment Terms:

Payment in full due within 30 days of invoice date.

<p>ACCEPTED: 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: CECO Pipeline Services Company, Inc.</p> <p>Authorized Signature: <u>John Johnson</u></p> <p>Estimator: John Johnson jjohnson@ceconet.com</p>
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8/22/2016 6:51:56 AM

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FW 10/17/16
 Initial Date
 Fort Bend County

CA 9/29/16
 Initial Date
 Transcontinental Gas Pipe
 Line Company, LLC

Exhibit C

FM 1093 Pipe Replacement Main Line A

Schedule of Work and Estimated Dates of Completion

(As Shown Below)

Construction Schedule:

Begin Construction: 10/03/2016

Complete Construction: 10/20/2016

Construction Duration: 18 Working Days

PWB
Initial Date
10/17/16
Fort Bend County

CA
Initial Date
9/29/16
Transcontinental Gas Pipe
Line Company, LLC

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:
2016-121982

Date Filed:
10/10/2016

Date Acknowledged:

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

Transcontinental Gas Pipe Line Company, LLC
Houston, 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.

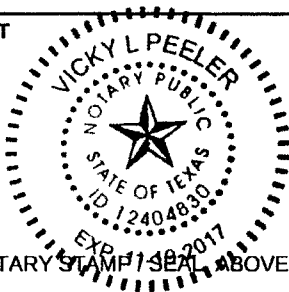
23381
23381 - 10/10/2016 - Utility Relocation regarding FM1093/Westpark, Mobility Bond Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Seldenrust, John	Oklahoma City, OK United States	X	
	Miller, Sarah	Tulsa, OK United States	X	
	Billings, Frank	Tulsa, OK United States	X	
	Miller, Rory	Houston, TX United States	X	
	Ferazzi, Frank	Houston, TX United States	X	
	Williams Partners LP	Tulsa, OK United States	X	
	Williams Partners Operating LLC	Tulsa, OK United States	X	

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.



AFFIX NOTARY SEAL ABOVE

Stephen A. Hatridge
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Stephen A. Hatridge, this the 10th day of October, 2016, to certify which, witness my hand and seal of office.

Vicky L. Peeler
Signature of officer administering oath

Vicky L. Peeler
Printed name of officer administering oath

Title of officer administering oath

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Transcontinental Gas Pipe Line Company, LLC
Houston, TX United States

Certificate Number:
2016-121982

Date Filed:
10/10/2016

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

Date Acknowledged:
10/25/2016

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.

23381
23381 - 10/10/2016 - Utility Relocation regarding FM1093/Westpark, Mobility Bond Project No. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Seldenrust, John	Oklahoma City, OK United States	X	
	Miller, Sarah	Tulsa, OK United States	X	
	Billings, Frank	Tulsa, OK United States	X	
	Miller, Rory	Houston, TX United States	X	
	Ferazzi, Frank	Houston, TX United States	X	
	Williams Partners LP	Tulsa, OK United States	X	
	Williams Partners Operating LLC	Tulsa, OK United States	X	

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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath