

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 28 day of June, 2017, by and between Atmos Energy Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 4", 8" high pressure gas line crossing CR 110 Middle: (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 Middle: From 850' North of Limmer Loop to North of CR 107. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Atmos Energy relocation consist of: Installation of approximate 369' of 4" & 334' of 8" coated steel pipeline by approved open trench method.
- Atmos Energy relocation consist of: Installation of approximate 330' of 8" hd poly pipeline by approved open trench method.
- Atmos Energy relocation consist of: Installation of approximate 136' of 12" coated steel pipeline casing by approved open trench method.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 1,169 lf of gas line along with apparatus defined as Work = \$605,658.02

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work as referenced in attached estimate. Final eligible costs may be more or less than the Estimate, which shall

not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work. Should the County delay or cancel the Project for any reason, County agrees to reimburse Utility for all associated costs, including but not limited to preliminary design, engineering, survey, material purchasing, contract labor, etc.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

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

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Atmos Energy Corporation
Name of Utility

By: 
Jeffrey S. Knights

Jeffrey S. Knights
Print or Type Name

Title: VP Technical Services, Mid-Tex Division

Date: 6/28/17

WILLIAMSON COUNTY

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: 07-27-2017

Attachment A

Plans, Specifications, and Estimated Costs

MATERIALS WITH STORES (ITEMS ORDERED THROUGH MCJUNKIN OR ON ATMOS POS)					
DESCRIPTION	SIZE	QTY	PRICE	UNIT	COST
PIPE ERW 8 X .322W CS FBE BEV DRL X42	8	360	\$ 25.00	FT	\$ 9,000.00
PIPE ERW 8 X .250W CS FBE BEV DRL X52	8	70	\$ 20.00	FT	\$ 400.00
8-INCH STEEL FITTINGS	8	4	\$ 155.00	EA	\$ 620.00
8-INCH STOPPLE FITTINGS	8	1	\$ 3,000.00	EA	\$ 3,000.00
PIPE ERW 4 X .237W CS FBE BEV DRL X42	4	400	\$ 10.00	FT	\$ 4,000.00
4-INCH STEEL FITTINGS	4	4	\$ 80.00	EA	\$ 320.00
4-INCH STOPPLE FITTINGS	4	1	\$ 1,500.00	EA	\$ 1,500.00
PIPE ERW 12 X .219W CS BARE BEV DRL X42	12	160	\$ 23.00	FT	\$ 3,680.00
PIPE POLY 8 PE 340B/PE 4710 YLW STRIPE SDR11 40FT	8	360	\$ 12.00	FT	\$ 4,320.00
8-INCH POLY FITTINGS	8	4	\$ 65.00	EA	\$ 260.00
2-INCH POLY BYPASS PIPING & FITTINGS	2	8	\$ 51.00	EA	\$ 408.00
Temporary Purge, Pressure Test & Load Assemblies, Wire, Caution Top, Signage and Marker Balls		1	\$ 1,750.00	EA	\$ 1,750.00
MATERIALS WITH STORES SUBTOTAL					\$ 29,258.00
TAX (8.25%)					\$ 2,413.79
FREIGHT (2.5%)					\$ 731.45
MATERIALS WITH STORES TOTAL					\$ 32,403.24

LAND RIGHTS					
DESCRIPTION	QTY	PRICE	UNIT		COST
DAMAGES AND RESTORATION	-	\$ 0.75	Sq Ft.		\$ -
LAND RIGHTS TOTAL					\$ -

COMPANY LABOR (TOTAL DIRECT CAPITAL LABOR)					
DESCRIPTION	QTY	PRICE	UNIT		COST
ENGINEERING	80	\$ 70	HR		\$ 5,600.00
FIELD OPERATIONS	160	\$ 50	HR		\$ 8,000.00
ENVIRONMENTAL	24	\$ 35	HR		\$ 840.00
RIGHT OF WAY AGENT	30	\$ 35	HR		\$ 1,050.00
FIELD CONSTRUCTION COORDINATOR (FCC)	740	\$ 35	HR		\$ 8,400.00
COMPANY LABOR TOTAL					\$ 23,890.00

CONTRACT LABOR					
DESCRIPTION	QTY	PRICE	UNIT		COST
CONTRACT ENGINEERING	188	\$ 95.50	HR		\$ 17,954.00
SURVEY CREW	40	\$ 150.00	HR		\$ 6,000.00
INSTALL 8-INCH STEEL PIPE VIA BORE/TRENCH	334	\$ 355.00	FT		\$ 118,570.00
INSTALL 4-INCH STEEL PIPE VIA BORE/TRENCH	369	\$ 265.00	FT		\$ 97,785.00
INSTALL 8-INCH POLY PIPE w/ 12-INCH STEEL CASING V/A BORE/TRENCH	330	\$ 260.00	FT		\$ 85,800.00
ABANDONMENT/REMOVAL	753	\$ 12.00	FT		\$ 9,036.00
STOPPLE INSTALLATION	2	\$ 4,500.00	EA		\$ 9,000.00
X-RAY CREW	5	\$ 1,500.00	DAY		\$ 7,500.00
CONSTRUCTION INSPECTOR (3RD PARTY)	80	\$ 85.00	HR		\$ 6,800.00
CONTRACT LABOR TOTAL					\$ 358,445.00
TAX (0.0%)					\$ -
CONTRACT LABOR TOTAL					\$ 358,445.00

OTHER COSTS					
DESCRIPTION	QTY	PRICE	UNIT		COST
COST OF GAS LOST (MCF)	1	\$ 9	EA		\$ 9.00
OTHER COSTS TOTAL					\$ 9.00

DIRECT COST OVERHEADS					
DESCRIPTION					COST
BENEFITS OVERHEADS(52.51% OF COMPANY LABOR)					\$ 12,549.42
STORES OVERHEADS(4.0% OF MATERIALS WITH STORES)					\$ 1,296.13
DIRECT OVERHEADS TOTAL					\$ 13,845.55

TOTAL DIRECT COSTS \$ 428,592.78

INDIRECT COSTS					
DESCRIPTION					COST
Corporate Overhead (Corp A&G BU A&G etc) (41.31%)					\$ 177,065.24
TOTAL INDIRECT COSTS					\$ 177,065.24

TOTAL DIRECT AND INDIRECT COSTS \$ 605,658.02

ESTIMATED TOTAL PROJECT COST (CAPITALIZED)	\$ 605,658.02
INCOME TAX ADJUSTMENT (0.0% OF PROJECT TOTAL)	\$ -
FRANCHISE FEE (0.0%)	\$ -

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: Approx. 2 Weeks From NTP (Subject to Contractor Availability)

Estimated Completion Date: Approx. 3 Weeks Construction Duration

Attachment C

Eligibility Ratio

See Attachment "E" for proof of property interest, which is established at 100% eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Received

JUL 17 2017



HNTB Corporation
Round Rock

LETTER OF TRANSMITTAL

To: HNTB
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Date: July 17, 2017
CF Project Number: 1703-011-01-42

Re: Williamson County
CR 110 Middle - Atmos

ATTENTION: Eddie Church 512-527-6723

Atmos Energy Corporation

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Delivery

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	DESCRIPTION
5	CR 100 Middle - Atmos Energy Corporation Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

REMARKS:

Eddie:

Please see the attached Atmos Energy Corporation's Utility Agreement for execution. We have reviewed and recommend execution of this package in the amount of \$605,658.02.

If you have any questions, please let me know.

Thank you,
Brenda

Copy To File

Received By: _____
Date & Time: _____

SIGNED 
Brenda McAdams, Utility Specialist