

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 8th day of October, 2018, by and between Atmos Energy (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 2" IP Poly pipeline near the intersection of Paloma Drive and N. Mays Street (herein called Facilities).

WHEREAS, County desires to construct proposed North Mays Extension Phase 1. (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 approximately 324 linear feet of 2" HDPE pipeline and approximately 10 linear feet of 3/4" HDPE service line to accommodate Williamson County Road Improvement Project.
- 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 334 total ft. (Linear Foot) line along with apparatus defined as Work =
\$ 138,435.28 total cost.

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. 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.

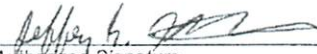
Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

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
Name of Utility

By: 
Authorized Signature

Jeffrey S. Knights
Print or Type Name

Title: VP Operations Mid-Tex Divison

Date: 10/19/18

WILLIAMSON COUNTY

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: 11-15-2018

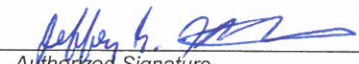
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Name of Utility

By: 
Authorized Signature

Jeffrey S. Knights
Print or Type Name

Title: VP Operations Mid-Tex Divison

Date: 10/18/18

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

GAS UTILITY RELOCATION PLAN

GAS UTILITY RELOCATION
PROPOSED HDPE PIPELINE
N. MAYS ST. EXTENSION
CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



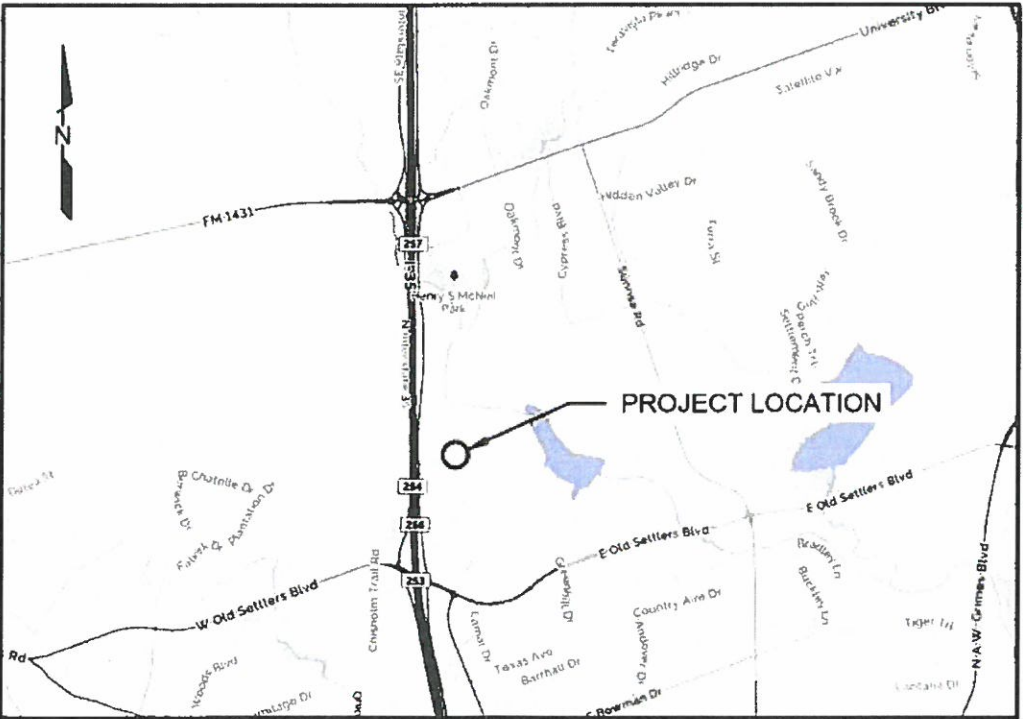
OWNER: ATMOS ENERGY
5420 LBJ FREEWAY
DALLAS, TEXAS 75240



I, RAY W. HOLLIDAY, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

Ray W. Holliday 9/6/18
RAY W. HOLLIDAY
TEXAS P.E. NO. 127032 DATE

REV. NO.	DRAWING INDEX
1	UEI-080-22149-23658-1101 COVER SHEET / INDEX
1	UEI-080-22149-23658-1202 GENERAL NOTES / PIPE DATA
1	UEI-080-22149-23658-1303 PLAN, PROFILE & CROSS SECTION



LOCATION MAP
N.T.S.



PROJ. MGR.: MARTIN PEREZ			
PROJECT NO. 080-22149		UEI JOB NO. 23658	
DRAWN BY: DMH	CHECKED BY: AWD	APPROVED BY: RWH	
UPI DOC. CONTROL NO.: 23658-505-GNW-00001		DATE 01/10/17	
GAS UTILITY RELOCATION PROPOSED ATMOS ENERGY PIPELINE N. MAYS ST. EXTENSION CITY OF ROUND ROCK COVER SHEET / INDEX			
WILLIAMSON COUNTY		TEXAS	
SCALE: AS SHOWN	SHEET 1 OF 3	REV	
DRAWING NO UEI-080-22149-23658-1101		1	

\\hou-fs1\Houston-Loop-Users\Users\Atmos N. Mays Extension RRA\500 Engineering Design\505 Pipeline Drawings\IRS Issued Record Set\CAD FILES\REV 1 - IFC\UEI-080-22149-23656.dwg, 8/28/2018 9:38:37 AM

HDPE NOTES:

1. CONSTRUCT IN ACCORDANCE WITH CFR TITLE 49, PART 192 AND COMPANY'S GENERAL SPECIFICATIONS AND PROCEDURES.
2. CROSSINGS AT PUBLIC ROADS AND HIGHWAYS WILL MEET REQUIREMENTS OF TxDOT UAP/UAR (IF APPLICABLE).
3. MINIMUM COVER REQUIREMENTS TO TOP OF PIPE.
- HDPE
- PARALLEL TO RIGHT-OF-WAY: 36" BELOW SOIL NOT TO EXCEED: 42" BELOW SOIL
HIGHWAY CROSSING: 30" BELOW PAVEMENT NOT TO EXCEED: 60" BELOW PAVEMENT
X-ING BAR DITCHES: 30" BELOW SOIL NOT TO EXCEED: 48" BELOW SOIL
WHERE PRACTICABLE
4. INHIBITOR: — GAL METHANOL: — GAL (ENTIRE LINE)
5. CATHODIC PROTECTION:
- ☐ ANODES: INSTALL — LB. ANODES PER DWG. STD.
☐ RECTIFIER TO BE INSTALLED AFTER PROJECT COMPLETION.
☐ EXISTING CATHODIC PROTECTION TO BE USED.
☐ RECTIFIER TO BE INSTALLED AS PART OF CONSTRUCTION PROJECT.
☒ POLY SYSTEM, CATHODIC PROTECTION NOT REQUIRED.
6. ALL DISTANCES SHOWN ARE HORIZONTAL SURFACE DISTANCES.
7. PROPOSED AND KNOWN EXISTING PIPELINES ALONG WITH ALL KNOWN UNDERGROUND OBSTRUCTIONS TO BE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREVIOUSLY UNDISCOVERED UNDERGROUND OBSTRUCTIONS.
8. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" OPEN CUT/48" BORE OR HORIZONTAL DIRECTIONAL DRILL (HDD) CLEARANCE BETWEEN PIPELINE AND ALL UNDERGROUND OBSTRUCTIONS. IF ALL UNDERGROUND UTILITIES CAN BE LOCATED BY POT HOLING, THEN BORE OR HDD CLEARANCE MAY BE WAIVED TO 18" MINIMUM BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
9. NO DISTURBANCE WITHIN 3 FEET HORIZONTALLY OF EXISTING ATMOS ENERGY PIPELINES WITHOUT PRIOR APPROVAL BY ATMOS ENERGY. AN ATMOS ENERGY REPRESENTATIVE MUST BE PRESENT DURING ANY CONSTRUCTION ACTIVITIES AROUND OR OVER ATMOS ENERGY PIPELINES.
10. UNIVERSAL ENSCO, INC. MAKES NO WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE OR COMPLETE AS TO ANY AND ALL SUBSURFACE CONDITIONS. ANY RELIANCE CONTRACTOR PLACES ON THE INFORMATION CONTAINED HEREIN AS TO SUCH CONDITIONS IS DONE SO AT CONTRACTOR'S OWN RISK AND EXPENSE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.
11. THE CONTRACTOR SHALL CONTACT ATMOS ENERGY REPRESENTATIVE SHANE STARK (OFFICE: 512-310-3870) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY FOR LOCATION OF WATER AND SANITARY SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES.
12. THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL SYSTEM AT 1-800-545-6005 AND DIG TESS AT 1-800-344-8377 AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES.
13. CONTRACTOR TO GATHER AND DELIVER X-Y-Z AS-BUILT DIMENSIONS FOR ALL POINTS OF INFLECTION AND TIE-INS.
14. CONTRACTOR SHALL INSTALL APPROVED TRACING WIRE ALONG THE ENTIRE LENGTH AND ADJACENT TO POLYETHYLENE PIPE. TRACER WIRE TO BE INSTALLED APPROXIMATELY TWO TO FOUR INCHES FROM PIPE AND ON SAME APPROXIMATE ELEVATION AS PIPE. TRACER SHALL BE INSTALLED ALONG WITH POLYETHYLENE PIPE IN DIRECTIONAL BORES. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED TRACER WIRE TEST BOXES APPROXIMATELY EVERY 500 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
15. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED PIPELINE MARKERS (T-POST WITH BOLT ON SIGNS) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
16. CONTRACTOR TO COORDINATE WITH THE ON-SITE ATMOS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE SWPPP (IF REQUIRED).
17. THESE DRAWINGS ARE FOR REFERENCE ONLY. GAS LINE LOCATIONS AND OTHER MEASUREMENTS SHOWN ON THESE MAPS ARE APPROXIMATE. ATMOS ENERGY DOES NOT GUARANTEE THE ACCURACY OF THESE MAPS NOR DOES ATMOS ENERGY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE THEREON. ANY RELIANCE ON THIS INFORMATION IS DONE AT CONTRACTOR'S OWN RISK.
18. UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS ENERGY PIPELINE TO THE EXISTING DRAWINGS PROVIDED BY LJA ENGINEERING, INC. AND COBBFENDLEY & ASSOCIATES, INC.
19. IF VOIDS ARE ENCOUNTERED, EXCAVATION SHOULD STOP IMMEDIATELY AND CONTACT ATMOS REPRESENTATIVE MARY JOHNSON (OFFICE: 214-206-2863, CELL: 972-754-8220) TO PERFORM AN INVESTIGATION OF THE VOIDS.
20. CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED TO FILL FALSE HOLES CREATED FROM DIRECTIONAL DRILLS AFTER PIPE REMOVAL WITH FLOWABLE FILL.

21. CONTRACTOR VERIFY THE LOCATION, RELOCATION, ABANDONMENT, AND/OR TEMPORARY SUPPORT OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THE STRUCTURE AND EMBANKMENT AND COORDINATE THESE ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES, AGENCIES, AND/OR AUTHORITIES. FOR INFORMATION ON, AND RELOCATION OF, FIBER OPTIC CABLE, CALL 1-800-336-8193. SEE EXISTING UTILITY SHEETS.

CITY OF ROUND ROCK GENERAL CONSTRUCTION NOTES:

1. WHILE WORKING WITHIN THE CITY RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENT, THE CONTRACTOR WILL BE REQUIRED TO COORDINATE HIS INSTALLATION ACTIVITIES THROUGH THE CITY ENGINEERING ENGINEER BILL STABLEIN AT 512-218-3237.
2. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY CITY UTILITIES (WATER AND/OR SEWER LINES) CONTRACTOR MAY USE THE INTERNET TO CONTACT DIG-TESS AT <http://digtess.org>
3. LANE CLOSURES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAVEMENT IS WET OR ICY.
4. THE UTILITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING THE CITY STREET FREE OF MUD, ROCKS AND GENERAL DEBRIS.
5. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN THE RIGHT-OF-WAY MUST BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING, AND BE PLACED AT LEAST 30' OFF THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB).
6. FIELD CREWS WILL NOT BE ALLOWED TO PARK THEIR VEHICLES WITHIN THE CITY RIGHT-OF-WAY.
7. BORE PITS LOCATED CLOSER THAN 30' FROM EDGE OF PAVEMENT MUST BE PROTECTED IN ACCORDANCE WITH THE T&MUTCD, LATEST EDITION. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING, CONES AND DRUMS.
8. ALL ASPHALT AND CONCRETE DRIVEWAYS LOCATED WITHIN THE CITY RIGHT-OF-WAY MUST BE BORED. AN EXCEPTION TO THIS RULE WILL BE ALLOWED, ONLY IF THE OWNER OF THE DRIVEWAY IS WILLING TO PROVIDE THE CITY A LETTER GRANTING THE CONTRACTOR PERMISSION TO OPEN CUT THEIR DRIVEWAY. THE LETTER MUST BE SIGNED AND REFLECT THE PROPERTY OWNER'S NAME, ADDRESS, AND PHONE NUMBER. THE CITY MAY CONTACT THE OWNER TO VERIFY THE LETTER'S ACCURACY.
9. TRAFFIC CONTROL MUST CONFORM TO CITY REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD MEET OR EXCEED THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
10. THE UTILITY COMPANY AND/OR ITS CONTRACTOR MUST LOCATE EXISTING UTILITY LINES PRIOR TO DOING ANY GROUND WORK SUCH AS BORING, DIGGING, TRENCHING, OR DRILLING WITHIN THE RIGHT-OF-WAY.
11. THE CONTRACTOR WILL BE REQUIRED TO RESTORE THE GROUND TO ITS PRIOR STATE, TO THE EXTENT PRACTICABLE, AND REVEGETATE ALL DISTURBED AREAS.
12. CONTRACTOR WILL PROVIDE FLOWABLE BACKFILL AND/OR COMPACTION AS REQUIRED BY THE CITY OF ROUND ROCK.
13. THE CONTRACTOR MUST CONTACT THE CITY OF ROUND ROCK CHIEF CONSTRUCTION INSPECTOR @ 512-218-5555 48 HOURS (2 DAYS) PRIOR TO WORKING IN THE RIGHT-OF-WAY. THE CONTACT PERSON'S NAME AND PHONE NUMBER WILL BE SHOWN ON THE APPROVED UTILITY PERMIT REQUEST FORM.

PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR HDPE PIPE

$$P = 2 \times S \times \frac{t}{D} \times 32$$

WHERE:

P = DESIGN PRESSURE (PSIG)
S = MINIMUM YIELD STRENGTH (PSI)
D = NOMINAL OUTSIDE DIAMETER (IN.)
t = NOMINAL WALL THICKNESS OF PIPE (IN.)
MAOP = MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

3/4" HDPE

$$P = 2 \times 1800 \times \left[\frac{0.095 \text{ IN.}}{1.05 \text{ IN.} - 0.095 \text{ IN.}} \right] \times .32$$

P = 102 PSIG ALLOWABLE BY CALCULATION
P = 60 PSIG ACTUAL DESIGN MAOP

2" HDPE

$$P = 2 \times 1800 \times \left[\frac{0.216 \text{ IN.}}{2.375 \text{ IN.} - 0.216 \text{ IN.}} \right] \times .32$$

P = 102 PSIG ALLOWABLE BY CALCULATION
P = 60 PSIG ACTUAL DESIGN MAOP

HDPE PIPE TABLE

MARK	NOMINAL PIPE SIZE (INCHES)	D O.D. (IN.)	t MIN. W.T. (IN.)	DIAMETER RATIO D/R	S MIN. YIELD (PSI)	MAX. DESIGN PRESSURE (PSIG)	DESIGN MAOP (PSIG)	PSIG @ 100% S.M.Y.S.	MINIMUM TEST PRESSURE (PSIG)	MAXIMUM TEST PRESSURE (PSIG)	MINIMUM TEST DURATION HOURS	% S.M.Y.S.	PIPE LENGTH (FEET)
A	3/4	1.05	0.095	11.0	1800	102	60	320	153	163	*	18.75	10
B	2	2.375	0.216	11.0	1800	102	60	320	153	163	*	18.75	324

*TESTING SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 6, LATEST EDITION.
FUSION SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 3, LATEST EDITION.



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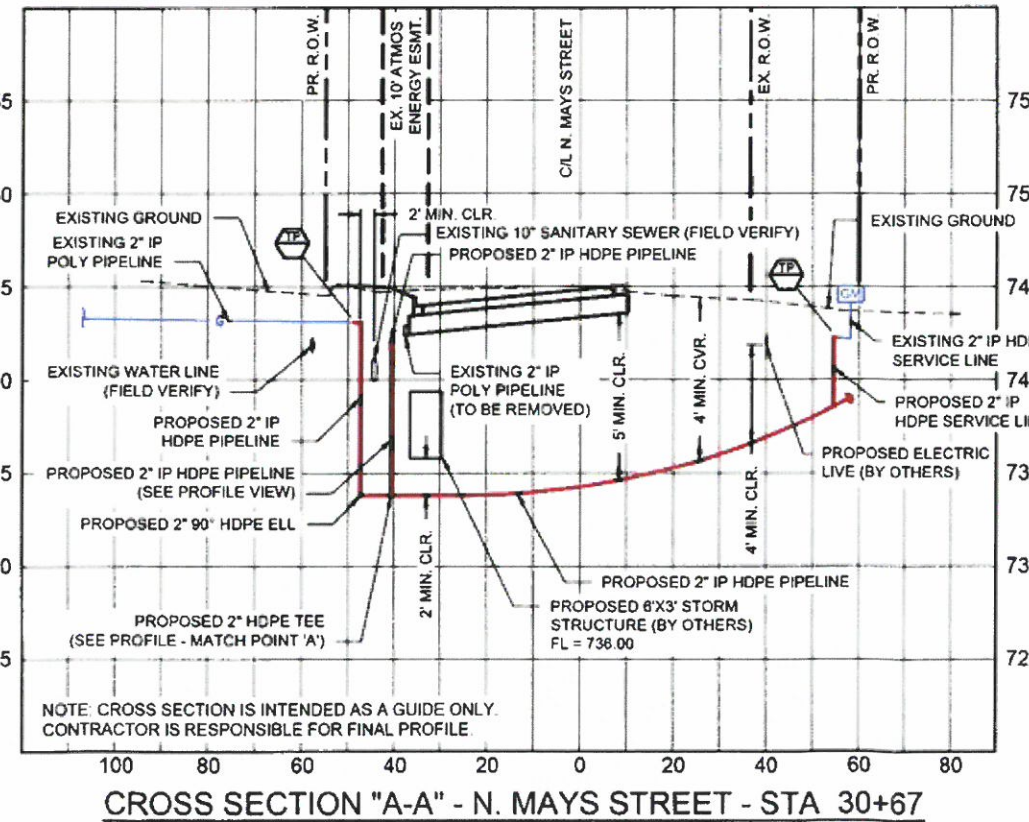
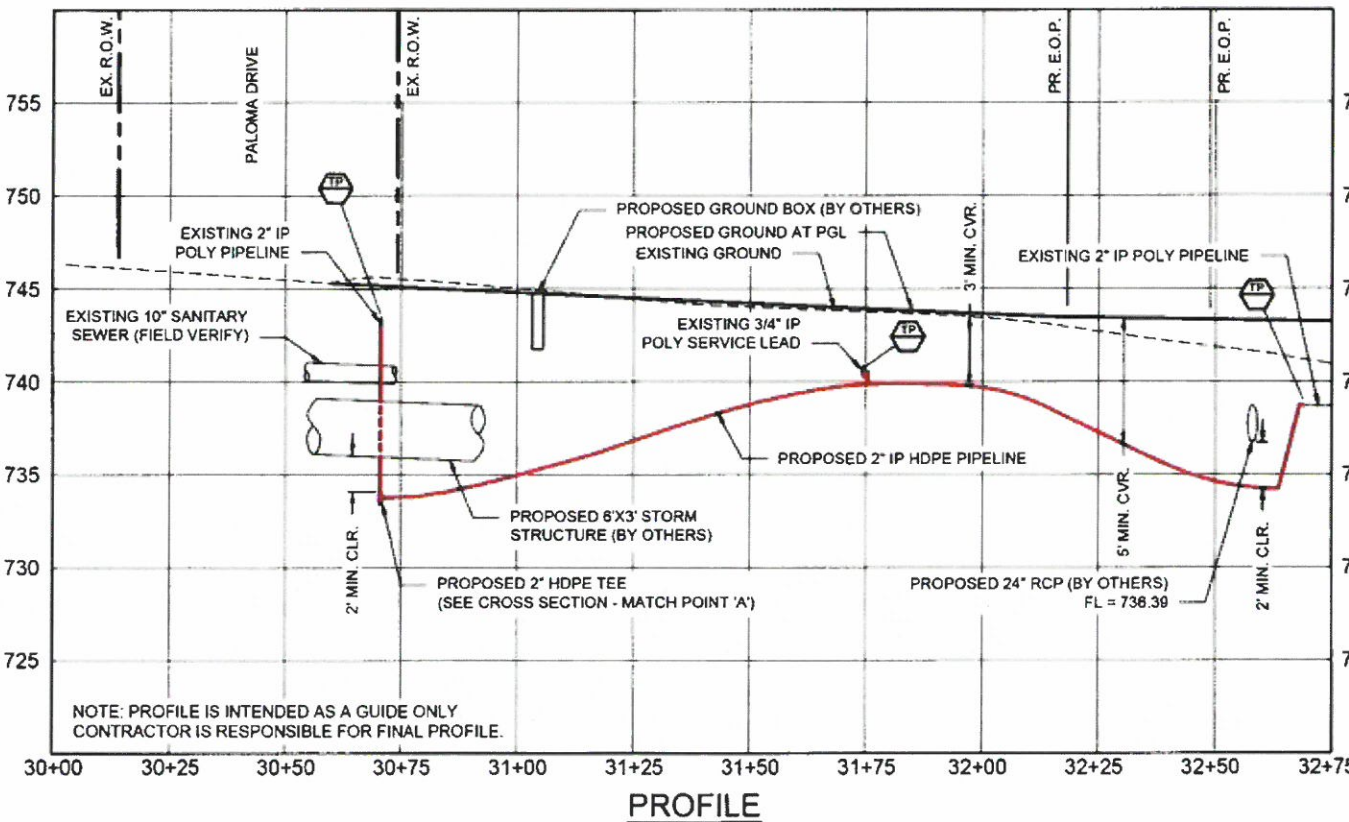
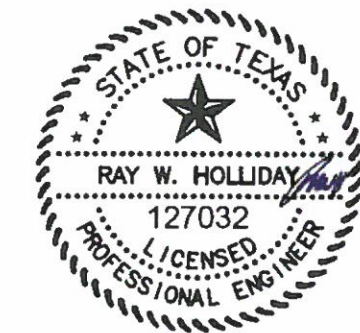
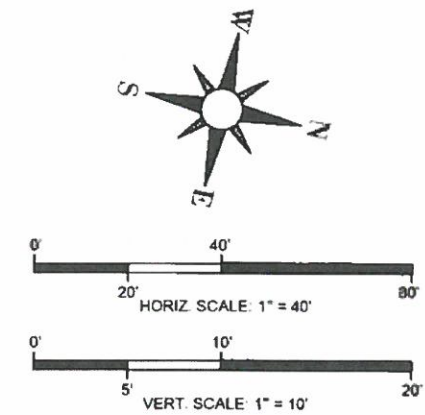
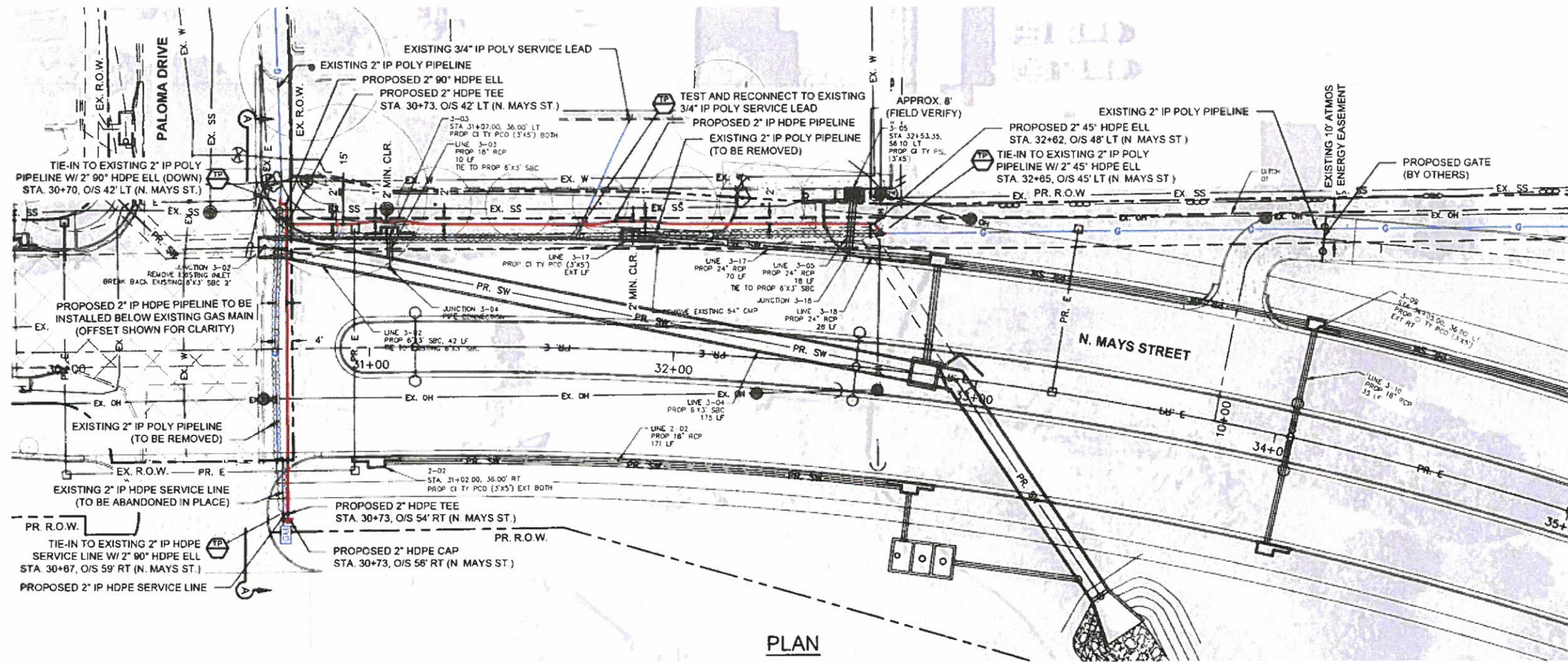
Ray W. Holliday 9/6/18
RAY W. HOLLIDAY
TEXAS P.E. NO. 127032
DATE

NO.	DATE	REVISION
A	10/25/17	ISSUE FOR B/D
B	12/18/17	ISSUE FOR CONSTRUCTION
1	08/29/18	ISSUE FOR CONSTRUCTION



PROJ. MGR: MARTIN PEREZ			
PROJECT NO. 080 22149		UEI JOB NO. 23656	
DRAWN BY: DMH	CHECKED BY: AWD	APPROVED BY: RWH	
UPI DOC. CONTROL NO.: 23656-505-GNW-00002		DATE: 01/10/17	
GAS UTILITY RELOCATION PROPOSED ATMOS ENERGY PIPELINE N. MAYS ST. EXTENSION CITY OF ROUND ROCK GENERAL NOTES / PIPE DATA			
WILLIAMSON COUNTY			TEXAS
SCALE NONE	SHEET 2 OF 3		REV
DRAWING NO. UEI-080 22149-23656-1202		1	

\\hou-151\Houston-Loop-Users\Atmos N. Mays Extension RRR\500 Engineering Design\505 Pipeline Drawings\RRS Issued Record Set\CAD FILES\REV 1 - IFC\UEI-080.22149-23656.dwg, 8/28/2018 9:39:12 AM



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Ray W. Holliday 9/6/18
RAY W. HOLLIDAY
TEXAS P.E. NO. 127032 DATE

NO	DATE	REVISION
A	10/25/17	ISSUE FOR BID
D	12/19/17	ISSUE FOR CONSTRUCTION
1	08/29/18	ISSUE FOR CONSTRUCTION



PROJ. MGR.	MARTIN PEREZ	UEI JOB NO.	23656
PROJECT NO.	080.22149	CHECKED BY	AWD
DRAWN BY	DMH	APPROVED BY	RWH
UPI DOC. CONTROL NO.	23656-505-PPW-10001	DATE	01/10/17

GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
N. MAYS ST. EXTENSION
CITY OF ROUND ROCK
PLAN, PROFILE & CROSS SECTION
WILLIAMSON COUNTY TEXAS
SCALE: AS SHOWN SHEET 3 OF 3 REV
DRAWING NO. UEI-080.22149-23656-1303 1

MATERIALS WITH STORES (ITEMS ORDERED THROUGH MCJUNKIN OR ON ATMOS POS)					
DESCRIPTION	SIZE	QTY	PRICE	UNIT	COST
PIPE POLY 2 PE 3408/PE 4710 SDR11		2	324	\$	
PIPE POLY 3/4 PE 3408/PE 4710 YLW STRIPE SDR11 500FT		2	10	\$	
ELL EF 2 90 DEG PE 3408 SGL PIN TRI FUSION TRI0475		2	3	\$	
ELL EF 2 45 DEG PE 3408 SGL PIN TRI FUSION TRI0420		2	2	\$	
TEE EF 2 PE 3408 SGL PIN TRI FUSION TRI0321		2	2	\$	
CAP EF 2 PE 3408 SGL PIN GFPC 5760311		2	1	\$	
TEE TAP SDL EF 2 X 3/4 3408/4710 BF OUT 1800 EFV W/STRAP GFPC 10014815		2	1	\$	
WIRE #12 CU YLW SOLID THHN		334	\$		
TEST STATION CP 2-1/2 PIPE 2 TERM YLW LID B&T P2B200NFGT		3	\$		
EFV STICK 3/4 X 18 CS SCH 40 SERIES 1800 UMAC 40002		1	\$		
ANODE 5LB 10FT LEAD		2	\$		
MARKER TRIVIEW 66 IP ATMOS		6	\$		
MATERIALS WITH STORES SUBTOTAL					\$905.97
TAX (8.25%)					\$74.74
FREIGHT (2.5%)					\$22.65
MATERIALS WITH STORES TOTAL					\$1,003.36

COMPANY LABOR (TOTAL DIRECT CAPITAL LABOR)					
DESCRIPTION	QTY	PRICE	UNIT		COST
ENGINEERING / PROJECT MANAGEMENT	30	\$	65	HR	\$ 1,950
CONSTRUCTION MANAGEMENT	20	\$	70	HR	\$ 1,400
ENVIRONMENTAL	20	\$	35	HR	\$ 700
RIGHT OF WAY AGENT	40	\$	35	HR	\$ 1,400
FIELD CONSTRUCTION COORDINATOR (FCC)	30	\$	50	HR	\$ 1,500
MEASUREMENT GROUP - METER CHECK-OUT	15	\$	70	HR	\$ 1,050
COMPANY LABOR TOTAL					\$ 8,000

CONTRACT LABOR					
DESCRIPTION	QTY	PRICE	UNIT		COST
CONTRACT ENGINEERING	357	\$	112	HR	\$39,984.00
ROW AGENT (3RD PARTY)	0	\$	-	HR	\$0.00
FLARE SERVICE (ANALYST)	0	\$	-	DAY	\$0.00
ENVIRONMENTAL INSPECTION DURING CONSTRUCTION	0	\$	-	EA	\$0.00
ENVIRONMENTAL (PERMIT PREPARATION, CONSULTING, ETC)	0	\$	-	EA	\$0.00
ENVIRONMENTAL REVIEW (3RD PARTY)	0	\$	-	HR	\$0.00
SURVEY CREW	1	\$	12,800	EA	\$12,800.00
HOT TAP FABRICATION & INSTALLATION	0	\$	-	DAY	\$0.00
TDW HOT TAP CREW	0	\$	-	DAY	\$0.00
DRS SKID INSTALLATION AND PIPING HOOK-UP	0	\$	-	DAY	\$0.00
PIPELINE CONSTRUCTION	1	\$	41,809	TOTAL	\$41,809.33
PAINTING (SANDBLAST, PRIME, AND FINISH)	0	\$	-	DAY	\$0.00
FENCE & VEHICLE BARRICADES	0	\$	-	DAY	\$0.00
GRAVEL SITE AFTER INSTALLATION	0	\$	-	DAY	\$0.00
CONSTRUCTION INSPECTOR (3RD PARTY)	8	\$	630	DAY	\$5,040.00
NDT COMPANY (X-RAY)	0	\$	-	DAY	\$0.00
CROSS BORE INSPECTION	300	\$	7	FT	\$2,100.00
CONTRACT LABOR TOTAL					\$101,733.33

DIRECT COST OVERHEADS		COST
DESCRIPTION		
BENEFITS OVERHEADS (43.0% OF COMPANY LABOR)		\$3,440.00
STORES OVERHEADS (2.0% OF MATERIALS W/STORES)		\$20.07
DIRECT OVERHEADS TOTAL		\$3,460.07

TOTAL DIRECT COSTS \$114,196.76

INDIRECT COSTS		COST
DESCRIPTION		
RHUTTS (22.0% OF COMPANY LABOR + 2.0% OF CONTRACTOR LABOR)		\$3,794.67
AFUDC DEBT (0.2500% OF DIRECT AND INDIRECT TOTALS EXCLUDING AFUDC)		\$345.23
DIVISION OVERHEADS (11.6% OF DIRECT COSTS)		\$13,246.82
CORPORATE OVERHEADS (Corp. A&G, BU, A&G, etc.)		\$6,851.81
TOTAL INDIRECT COSTS		\$24,238.52

TOTAL DIRECT AND INDIRECT COSTS \$138,435.28

NOTES:
CONSTRUCTION COST PROVIDED BY ATMOS CONSTRUCTION SERVICES.
ONE GENERAL CONTRACTOR FROM INCEPTION TO COMPLETION AND PRICES CONTINGENT ON AVAILABILITY OF CONTRACTOR AT TIME OF AWARD.
ESTIMATE DOES NOT INCLUDE COSTS FOR HOLDING SCHEDULE IN EXTREME WEATHER CONDITIONS.
CONSTRUCTION ESTIMATE DOES NOT INCLUDE COSTS ASSOCIATED WITH SWPPP PERMITTING.
CORPORATE OVERHEAD RATE VARIES AT TIME OF ITEM COST.
ENVIRONMENTAL COSTS ARE BASED ON PREVIOUS ATMOS ENERGY PROJECTS WITH A SIMILAR SCOPE OF WORK.
CONSTRUCTION MANAGEMENT PROVIDED BY ATMOS ENERGY.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/15/2018

Estimated Completion Date: 11/15/2018

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 67.66 % eligible.

ATTACHMENT "C"

N. Mays Extension RRK

August 24, 2018

ELIGIBILITY RATIO SUMMARY

Atmos Energy

SHEET No. & Sta. Limits

	LF Non-Eligible	LF Eligible	LF Outside of Project
UEI-080.22149-23656-1303	108.00	226.00	0
TOTAL =	108	226	0

Eligible = 226.00
 Non-Eligible = 108.00
 GRAND TOTAL = 334

ELIGIBILITY RATIO =

67.66%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E
Proof of Property Interest

Attachment F

**City of Round Rock Permit
and Utility Joint Use Agreement**

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-North Mays St. – Atmos

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: North Mays St.:
From Paloma Dr. to Oakmont Dr.

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Atmos Energy, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 4th day of September, 2018, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner Atmos Energy
Utility Name

By *Jeffrey L. [Signature]*
Authorized Signature

Title: VP Operations Mid-Tex Division

Date: 10/18/18

Williamson County

By *[Signature]*
Authorized Signature

Title: Williamson County Judge

Date: 11-15-2018

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner Atmos Energy
Utility Name

Williamson County

By *Jeffrey L. [Signature]*
Authorized Signature

By _____
Authorized Signature

Title: VP Operations Mid-Tex Division

Title: Williamson County Judge

Date: 10/18/18

Date: _____

LETTER OF TRANSMITTAL**NOV 05 2018**HNTB Corporation
Round RockTo: HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664Date: November 5, 2018CobbFendley Job: 1703-011-03-06Re: North Mays Extension Phase 1 – Atmos EnergyUtility AgreementsATTENTION: Eddie Church 512-527-6723WE ARE SENDING YOU THE FOLLOWING VIA: Hand Delivered☐ Prints☒ Originals☐ Other

QUANTITY	
5	North Mays Extension Phase 1 – Atmos Energy Agreements

PURPOSE OF TRANSMITTAL:

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

Mr. Church:

Please see the attached Atmos Energy Agreements for the above project.

If you have any questions, please let me know.

Thank you,

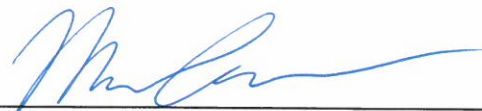
Copy To

File

Received By:

Date & Time:

SIGNED



Michael Andrews, Utility Specialist