

PO 134386
 Rec 345079
 1/26/16

afp

INVOICE



Invoice Number:	12913004
Invoice Date:	01/12/2016

Bill To:
 FORT BEND COUNTY CLERK REGISTRY FUND
 301 JACKSON ST SUITE 514
 RICHMOND, TX, 77469-3108, US
ATTN: MR. ROBERT EDWARD STURDIVANT
 COUNTY AUDITOR

WIRE REMIT TO:
 GULF SOUTH PIPELINE COMPANY, LP
 CITIBANK, N.A.
 ABA# 021000089
 ACCOUNT# 3058-8474
 NEW YORK, NY, 10043, US

CHECK REMIT TO:
 GULF SOUTH PIPELINE COMPANY, LP
 PO BOX 730000
 DALLAS, TX, 75373, US

Customer No.	Payment Terms	Due Date	Contact	Customer PO#
10160	IMMEDIATE	01/12/2016	Lisa Watson 713-479-8193 lisa.watson@bwpmplp.com	134386

Invoice Description
PRELIMINARY REIMBURSEMENT AGREEMENT DATED 2-DEC-2015, AGREED & ACCEPTED 30-DEC-2015, FOR PRELIMINARY ENGINEERING STUDIES & ASSOCIATED COSTS TO ACCOMMODATE THE COUNTY'S WESTPARK TOLLWAY EXPANSION PROJECT IN FORT BEND CO, TEXAS

Line Description	Quantity	UOM	Unit Price	Amount
PRELIMINARY REIMBURSEMENT AGREEMENT FOR 1 UTILITY AGMT - FM 1093/WES FM 1093/WESTPARK - PROJ 748	1.00		\$43,400.00	\$43,400.00

	Total	\$43,400.00
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INCLUDE THE INVOICE NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT

ok to pay
 Rec 345079
 1/25/16

02 December 2015

Richard W. Stolleis, P.E.
Fort Bend County Engineer
301 Jackson Street
Richmond, Texas 77469

Re: *Preliminary Reimbursement Agreement by and between Gulf South Pipeline Company, LP ("Gulf South") and Fort Bend County, Texas ("The County") (sometimes referred to herein jointly as "Parties") to Conduct Preliminary Engineering to Accommodate The County's Westpark Tollway Expansion in Fort Bend County, Texas (the "Project")*

Dear Mr. Stolleis,

Gulf South owns and operates one, thirty inch (30") high pressure natural gas pipeline, known to Gulf South as Index 129, pursuant to its applicable right of way agreement(s) ("Facilities"). The County has requested, and Gulf South has agreed, that Gulf South begin preliminary engineering studies regarding the modification/relocation of its Facilities in order to accommodate The County's Project. This Preliminary Reimbursement Agreement ("Agreement") sets forth the understanding between the Parties with respect to such preliminary engineering studies and the costs associated therewith. Now, therefore, for good and valuable consideration, the Parties agree as follows:

1. Subject to the provisions herein, Gulf South agrees to perform, or cause to be performed, all of the preliminary management, administration, survey, engineering, and drafting services necessary to determine whether extending the split casing on Gulf South's Facilities is a viable solution to accommodate the County's Project, and if it is a viable solution, to develop the associated cost estimate to extend the split casing to accommodate The County's Project, (collectively, the "Work") at The County's sole expense.
2. Upon The County's execution of this Agreement, The County shall pay Gulf South Forty Three Thousand, Four Hundred Dollars (\$43,400.00) representing the estimated cost of the Work ("Estimated Cost"). The Estimated Cost shall include, but not be limited to, the cost of labor, materials, supplies, and overhead, all as more fully described in Exhibit A attached hereto and made part hereof.
3. Upon completion of the Work, and after all costs are determined, Gulf South shall submit to The County a final invoice setting forth the actual costs incurred by Gulf South in connection with the Work ("Actual Cost"). The Actual Cost shall include, but not be limited to, the cost of labor, materials, supplies, overhead and tax gross-up. If the Actual Cost is less than the Estimated Cost, Gulf South will refund the difference to The County within twenty (20) days of The County's receipt of Gulf South's final invoice. If the Actual Cost is more than the

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

7. Except for other contracts or agreements expressly identified herein, if any, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be amended unless done so in writing and signed by both Parties.
8. If any provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such provision shall be deemed amended or omitted to conform with such determination without affecting any other provision or the validity of this Agreement.

If The County agrees with these terms and conditions, please so indicate by having an authorized representative sign the two originals of this Agreement in the appropriate space below and return the originals and payment for the Estimated Cost as indicated above. Both originals will be fully executed by our authorized personnel and one original will be returned to The County for its records.

Sincerely,

AGREED AND ACCEPTED
this 30th day of December, 2015.

Gulf South Pipeline Company, LP
By GS Pipeline Company, LLC, its general partner


By: 
Printed Name: Daniel E. Fleming
Title: Director of Land

EXHIBIT A
ESTIMATED COST ASSOCIATED WITH THE WORK

EXHIBIT A		This estimate is for information purposes only and shall in no way be deemed a cap or limit on costs or liability hereunder.
DATE	02 December 2015	
LOCATION	Fort Bend County, Texas	
SCOPE DESCRIPTION	<p>Gulf South, in support of Fort Bend County, Texas' Westpark Tollway Expansion, shall conduct the preliminary investigation and preliminary engineering for determination if/of extending Gulf South's Index 129, split casing is a viable solution.</p> <p>For Gulf South to explore this solution as viable, Gulf South shall perform, a preliminary survey of the area, excavate Gulf South's Index 129, a Thirty-inch (30") in-service pipeline, perform preliminary engineering to evaluate a split casing extension, and to restore the site to the state, prior to the Fort Bend County request.</p> <p>If Gulf South determines that extending the split casing is a viable solution, Gulf South will complete and submit a construction cost estimate for a casing extension.</p>	
Estimate Breakdown		Costs
1.0 Management and Administration		\$ 6,003.00
2.0 Preliminary Engineering		\$ 18,630.00
3.0 Materials		
4.0 Right of Way and Damages		
5.0 Environmental		
6.0 Construction		\$ 18,754.00
7.0 Contingency		
8.1 Capitalized Interest (AFUDC)		
10.0 Retirements		
ROUNDED TOTAL (to nearest \$100)		\$43,400.00

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RICHMOND, TX, 77469-3108, US
ATTN: MR. ROBERT EDWARD STURDIVANT
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Mike Stone Associates, Inc.
PROJECT: Westpark Extension - I
DATE: 1-22-2016
BUDGET / ACCT:
APPROVED BY: Mike Stone /

	Total	\$43,400.00
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