

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AMENDMENT TO STANDARD UTILITY AGREEMENT  
(SOUTHCROSS GULF COAST TRANSMISSION, LTD)**

**THIS AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Southcross Gulf Coast Transmission, LTD (hereinafter "Owner"), acting by and through its duly authorized representative.

WHEREAS, the parties executed and accepted that certain Standard Utility Agreement on September 6, 2016, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to reflect the updated cost estimate and increase the amount to be paid by the County based on such updated costs.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay the Owner an additional one hundred fifty-four thousand ten dollars and no/100 (\$154,010.00) for the increase in estimated costs for the work to be performed under the Agreement, as reflected in the updated cost estimate attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The maximum amount payable to the Owner for reasonable and necessary eligible costs incurred in the adjustment or relocation of Owner's facilities under the terms of the Agreement is hereby increased to an amount not to exceed seven hundred fourteen thousand six hundred seventy-two dollars and no/100 (\$714,672.00), authorized as follows:  
                                  \$560,662.00 under the Agreement; and  
                                  \$154,010.00 under this Amendment reflecting the updated estimate.
3. In no case shall the amount paid by County under the Agreement and this Amendment exceed the maximum amount payable as stated in the preceding Section 2 without further written amendment of the Agreement executed by the parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

SOUTHCROSS GULF COAST TRANSMISSION, LTD

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

\_\_\_\_\_  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to  
accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Spring Green Blvd\Utility Relocation\Amend 1 - Std Util Agmt Southcross v2.docx 11/9/2017

\_\_\_\_\_  
Amendment to Standard Utility Agreement  
2013 Mobility – Spring Green Boulevard and Katy Flewellen Road – Nos. 13316 & 13318  
(Southcross Gulf Coast Transmission, Ltd.)

# EXHIBIT A

Line Item	Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Comments/Assumptions
<b>Tangible Purchases</b>						
1	Line Pipe - 14" OD, 0.375 wt, API5L X-52, PSL-2, ERW, PEB, DRL, 14/16 mils FBE	ft	1,000	\$37	\$36,730	Line pipe pricing
2	Bore Pipe - 14" OD, 0.375 wt, API5L X-52, PSL-2, ERW, PEB, DRL, 14/16 mils FBE, 30 mils ARO	ft	600	\$47	\$28,014	Bore pipe pricing
3	Pipe recoating due to project delay	ea	60	\$250	\$15,000	Reveled edges and coating need repair
4	Segmentable Fittings - 14" OD, 0.375 wt, Y-52, 14/16 mils FBE	unit	3	\$5,413	\$16,238	3R - 30's, 45's, and 90's
5	Signs	unit	2	\$50	\$100	Pipeline markers
6	Contingency for tangible items (10%)	%	10%		\$9,608	
7	Sales Tax on all tangible items (8.25%)	%	8.25%		\$8,719	
<b>Subtotal Tangible Items</b>					<b>\$ 114,409</b>	

Line Item	Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Comments/Assumptions
<b>Intangibles and Contract Services</b>						
8	Engineering Design	Lump Sum	1	\$20,000	\$20,000	Bore Design, Welding Specifications, etc.
9	Contract 14" Pipeline Installation	ft	1,406	\$50	\$70,315	Installation depth of 5' - 8'
10	Boring Service - 14"	ft	500	\$94	\$47,000	Bore at willow fork lateral
11	Construction Unforeseen Services - 14" (Wireline, PI, Line Crossing, Misc.)	Lump Sum	1	\$20,000	\$20,000	Wireline if needed
12	Allowance for extra depth	Lump Sum	1	\$7,500	\$7,500	Extra depth towards roundabout ~12' Bell Hole
13	Allowance for CP test leads	unit	1	\$1,000	\$1,000	CP Test Lead needed at road crossing
14	Directional drilling adder (Unforeseen Obstacles)	ft	500	\$50	\$25,000	Dependent on soil conditions and what is encountered
15	X-Ray Services	day	18	\$1,950	\$35,100	X-ray truck mob/demob, 2 man crew, NDE, UT
16	Removal of old pipeline	ft	1,250	\$20	\$25,000	Removal of entire replaced route
17	Grouting the pipeline segment at drainage culvert	Lump Sum	1	\$18,700	\$18,700	Fill pipeline segment across culvert with grout
18	Repair of Avalon irrigation and landscaping	Lump Sum	1	\$15,000	\$15,000	Repair of irrigation lines, trees, and seeding grass
19	ROW Acquisition	ft	1	\$12,000	\$12,000	Purchase of temporary workspace
20	ROW Agents	day	24	\$750	\$18,000	Agents hours before, during, and after construction
21	Legal Review of easements, ROW, Etc.	Lump Sum	1	\$10,000	\$10,000	3rd party legal review
22	Frac Tank Mob/Demob Rental	unit	1	\$1,300	\$1,300	Potential liquid hydrocarbons
23	Hydrotest	Lump Sum	1	\$10,000	\$10,000	Includes water, equipment, etc.
24	Transportation of miscellaneous equipment and materials to Spring Green and Morton Road	Lump Sum	1	\$10,000	\$10,000	Transport for surplus material and haul away
25	Surveying	Lump Sum	1	\$33,750	\$33,750	Preliminary, Staking, and Final As-Builts
26	Install surface markers	unit	2	\$50	\$100	Pipeline markers
27	Business Interruption Cost	unit	1	\$49,492	\$49,492	Assumed at a 2 day outage
28	Pipeline Inspectors	Lump Sum	1	\$94,610	\$94,610	3rd party inspection to oversee construction
29	Contingency for unknown items (15%)	%	15%		\$75,580	
<b>Subtotal Intangible Items</b>					<b>\$ 579,447</b>	
<b>Total of Tangible and Intangible Items</b>					<b>\$ 693,856.10</b>	
<b>Indirect Cost - (3%)</b>					<b>\$ 20,815.68</b>	
<b>Total AFE</b>					<b>\$ 714,672</b>	



# 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.**  
Southcross Gulf Coast Transmission Ltd.  
Dallas, TX United States

**Certificate Number:**  
2017-284987

**Date Filed:**  
11/16/2017

**Date Acknowledged:**

**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

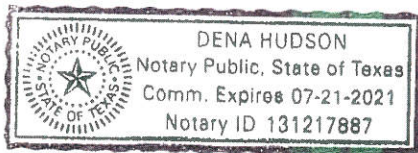
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
13318 and 13316  
13318 Spring Green and 13316 Katy Flewellen Pipeline Relocation - Amendment to Standard Utility Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Southcross Energy LP LLC	Dallas, TX United States	X	
	Southcross Energy GP LLC	Dallas, TX 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.



*Joel D. Moxley*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JOEL MOXLEY, this the 17th day of Nov., 2017, to certify which, witness my hand and seal of office.

*Dena Hudson*  
Signature of officer administering oath

DENA HUDSON  
Printed name of officer administering oath

NOTARY PUBLIC  
Title of officer administering oath