

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO STANDARD UTILITY AGREEMENT
(U-0027A: Seaway Crude Pipeline Company LLC)**

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 Seaway Crude Pipeline Company LLC (hereinafter “Utility”), acting by and through its duly authorized representative.

WHEREAS, the parties executed and accepted that certain Standard Utility Agreement on March 14, 2017, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to reflect the actual costs incurred for the work performed and increase the amount to be reimbursed by the County based on such actual costs.

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

1. County shall pay Utility an additional one hundred seventeen thousand, two hundred eighty-eight dollars and 66/100 (\$117,288.66), as reimbursement of a portion of the documented actual costs of the work performed under the Agreement, as reflected in the invoices and supporting documents attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The maximum amount payable to Utility as reimbursement of forty-four percent (44%) of the documented actual costs (\$1,362,004.57) incurred for relocation of the utility in adjustment, removal, and/or relocation of the Utility’s facilities under the terms of the Agreement is hereby increased to an amount not to exceed five hundred ninety-nine thousand, two hundred eighty-two dollars and 00/100 (\$599,282.00), authorized as follows:

\$481,993.34 under the Agreement based on estimated costs; and
\$117,288.66 under this Amendment reflecting the amount in excess of the estimated costs based on actual costs.
3. In no case shall the amount paid by County for all reimbursements to be made 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

KP George, County Judge



Authorized Signature

Date

Gloria Keeter
Authorized Name

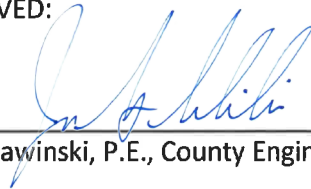
ATTEST:

Agent and Attorney-in-Fact
Title

0/12/2020
Date

Laura Richard, County Clerk

APPROVED:



Stacy Slawinski, 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

EXHIBIT A