

**STANDARD UTILITY AGREEMENT  
ACTUAL COST – FORT BEND COUNTY**

County: Fort Bend  
Project No.: n/a  
Road Project Letting Date: April 2013

Road: Golfview Dr.  
Limits: From: Ironwood Forest  
To: Willams Way

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its duly authorized official, and CenterPoint Energy Texas Gas Operations, acting by and through its duly authorized representative, ("**Owner**"), shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has determined that it is necessary to make certain improvements to Golfview Dr., which said changes are generally described as follows: [Insert Road Improvement]

**WHEREAS**, these proposed roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Relocate approximately 910 LF of 8" High Pressure main and such work is described in **Owner's** Estimate (estimated at \$96,678.98), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

**WHEREAS**, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the abovementioned roadway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in Exhibit "A".

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

The **County** will pay for reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under Title 23, Code of Federal Regulations, Part 645, Subpart A. The **County's** participation shall consist of one hundred percent (100%) of the cost of the adjustment or relocation.

The **Owner** has determined that the method to be used in developing the adjustment or eligible relocation costs shall be as specified for the method checked and described hereinafter:

- ☒ (1) Actual direct and related indirect eligible costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☐ (2) Actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of one hundred percent (100%) of the eligible costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to the **County** not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, the **County** agrees to pay **Owner** one hundred (100%) of the eligible cost as indicated. The **County** shall make payment within 45 days of acceptance of the final billing.

In the event there is a substantial change for the statement of work contained in Exhibit “A”, reimbursement is limited to the amount approved pursuant to this agreement and its attached exhibits unless written approval is obtained from the **County**. All changes shall be documented on the **Owner’s** “as-built” plans supplied to the **County**. **County** shall reimburse **Owner** for any additional cost or expense resulting from any delays waiting for **County’s** written approval.

Upon execution of this agreement by all parties, the **County** will, by written notice, authorize the **Owner** to proceed with the necessary adjustment or relocation, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner’s** plans. Such plans are attached as Exhibit “B”. **Owner** shall provide the **County** with forty-eight (48) hours written notice prior to proceeding with the adjustment or relocation and agrees to proceed in such a manner that will not result in avoidable delay or interference with the **County’s** roadway construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the **County** by a third party, **Owner** agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the **County** that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The **Owner** will retain records of such eligible costs in accordance with the provisions of 23 CFR Part 645, Subpart A.

The **Owner**, by execution of this agreement, does not waive any rights to which **Owner** may legally have within the limits of the law.

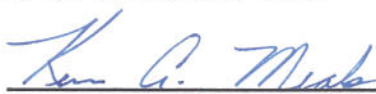
This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

The **County Auditor** may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the **County Auditor**, to conduct an audit or investigation in connection with those funds.

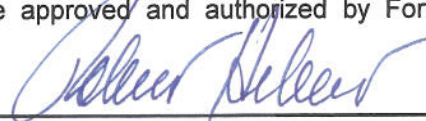
It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner’s** conduct.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

<b>Owner: Utility</b>	
Executed and approved by Utility for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Utility.	
By:	 Cynthia R. Salas
Title:	Attorney-in-fact
Date:	1-15-2013

COUNTY

<b>Fort Bend County</b>	
Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.	
By:	 Robert Hebert
Title:	Judge, Fort Bend County
Date:	2-5-2013 1-24-2013

Fort Bend County Project:  
Utility: CenterPoint Energy, Inc.  
Utility Project Number: 1402453328  
Roadway: Golfview Drive (Phase I)  
Eligibility Ratio: 100%

## EXHIBIT A

### INCLUDES:

High Pressure main      Scope of Work: Work Description: Relocate approximately 910 LF of 8"

Summary Estimate

Labor Estimate

Materials Estimate

Voucher Estimate (if applicable)

**Cost summary**

**Project: Golfview Drive (Phase 1) CenterPoint Energy Relocation.**

ITEM 1: 8" ADJUSTMENT AT STA 27+00 TO STA 32+12	\$59,840.00
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ITEM 2: 8" ADJUSTMENT AT STA 40+80 TO STA 43+10	\$36,838.98
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<b>TOTAL</b>	<b>\$96,678.98</b>



Item No: 1  
Number of Days: 11  
General Overhead: 29%  
Purchase & Stores Overhead: 9%

Description: Relocation 672 LF of 8" H.P. Steel Main  
STA 27+00 TO STA 32+12

Project: Golfview Paving Drainage Improvement  
ID# 1402453328

Estimate Summary		
Material	\$	21,447.45
Purchase & Stores Overhead	\$	1,968.88
Labor - Contract	\$	10,764.16
Contract Equipment Rental	\$	11,740.30
Company Transportation	\$	395.00
General Overhead	\$	13,524.21
Total	\$	<u>59,840.00</u>

MATERIAL SUMMARY

Golfview 8" Relocation Item 1

QTY	DESCRIPTION	MCC	PRICE	Total	
2	8" Weld Cap, Std Wt, Grade-B.	2222-0487	53.02	\$ 106.04	
7	8" Steel Ell, 90 Deg, LR, Std Wt.	2255-3035	121.69	\$ 851.83	
2	32 lb Pkg Mag Anode, 5X22", Wire Lead.	2850-2220	102.37	\$ 204.74	
1	Treating and Wrapping Material.	2850-2325	100	\$ 100.00	
2	8" BTM-OUT Fitting, MLR Fig.H-17280		1421.94	\$ 2,843.88	
2	Trench Safety System for Trench Excavation		1402.8	\$ 2,805.60	
672	PIPE,STL,BLK,8,.322W,ERW,28.55#/FT,X52	1834-1728	21.63	\$ 14,535.36	
			Total	\$ 21,447.45	

Labor						
			Contract Labor			
Quantity	Days	Hours	Description	Rate		
1	11	11	Foreman	19.00		2299.00
1	11	11	Lead Laborer	10.35		1252.35
2	11	11	Laborer	9.66		2337.72
1	11	11	Operator	14.79		1789.59
1	11	11	Truck Driver	10.00		1210.00
1	11	11	Welder	15.50		1875.50
					Total	10764.16

EQUIP & TRANS						
			Contractor's Equipment			
Number	Days	Hours	Description	Rate (hrly)		
1	11	10	Air Compressor	7.60		836.00
1	11	10	Crew Truck (1/2 Ton)	14.50		1595.00
1	11	10	Misc. Tools and Water Pump	10.75		1182.50
1	11	10	Pick Up Truck (1/2 Ton)	5.17		568.70
1	11	10	Rubber Tire Backhoe	17.33		1906.30
1	11	10	Welding Truck	13.38		1471.80
1	11	10	Boring Rig	38.00		4180.00
					Total	11740.30
			Company Transportation			
Number	Days	Hours	Description	Rate (hrly)		
1	11	2	Inspector's Truck (Class 1)	14.00		308.00
1	1	4	Tapping Truck (Class 5)	21.75		87.00
					Total	395.00



Item No: 2  
Number of Days: 9  
General Overhead: 29%  
Purchase & Stores Overhead: 9%

Description: Relocation 238 LF of 8" H.P. Steel Main  
STA 40+80 TO STA 43+10  
Project: Golfview Paving Drainage Improvement  
ID# 1402453328

Estimate Summary		
Material	\$	8,889.36
Purchase & Stores Overhead	\$	816.04
Labor - Contract	\$	8,807.04
Contract Equipment Rental	\$	9,605.70
Company Transportation	\$	395.00
General Overhead	\$	8,325.84
Total	\$	36,838.98

MATERIAL SUMMARY

Golfview 8" Relocation Item 2

QTY	DESCRIPTION	MCC	PRICE	Total	
2	8" Weld Cap, Std Wt, Grade-B.	2222-0487	53.02	\$ 106.04	
4	8" Steel Ell, 90 Deg, LR, Std Wt.	2255-3035	121.69	\$ 486.76	
2	32 lb Pkg Mag Anode, 5X22", Wire Lead.	2850-2220	102.37	\$ 204.74	
1	Treating and Wrapping Material.	2850-2325	100	\$ 100.00	
2	8" BTM-OUT Fitting, MLR Fig.H-17280		1421.94	\$ 2,843.88	
238	PIPE, STL, BLK, 8, .322W, ERW, 28.55#/FT, X52	1834-1728	21.63	\$ 5,147.94	
			Total	\$ 8,889.36	

Labor						
			Contract Labor			
Quantity	Days	Hours	Description	Rate		Total
1	9	11	Foreman	19.00		1881.00
1	9	11	Lead Laborer	10.35		1024.65
2	9	11	Laborer	9.66		1912.68
1	9	11	Operator	14.79		1464.21
1	9	11	Truck Driver	10.00		990.00
1	9	11	Welder	15.50		1534.50
					Total	8807.04

EQUIP & TRANS						
			Contractor's Equipment			
Number	Days	Hours	Description	Rate (hrly)		
1	9	10	Air Compressor	7.60		684.00
1	9	10	Crew Truck (1/2 Ton)	14.50		1305.00
1	9	10	Misc. Tools and Water Pump	10.75		967.50
1	9	10	Pick Up Truck (1/2 Ton)	5.17		465.30
1	9	10	Rubber Tire Backhoe	17.33		1559.70
1	9	10	Welding Truck	13.38		1204.20
1	9	10	Boring Rig	38.00		3420.00
					Total	9605.70
			Company Transportation			
Number	Days	Hours	Description	Rate (hrly)		
1	11	2	Inspector's Truck (Class 1)	14.00		308.00
1	1	4	Tapping Truck (Class 5)	21.75		87.00
					Total	395.00

Fort Bend County Project:  
Utility: CenterPoint Energy, Inc.  
Utility Project Number: 1402453328  
Roadway: Golfview Drive (Phase I)  
Eligibility Ratio: 100%

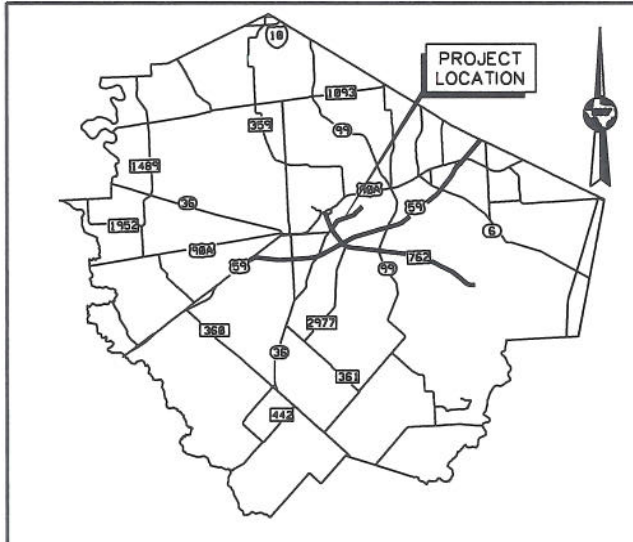
EXHIBIT B

INCLUDES:  
Plan of Adjustment Drawings



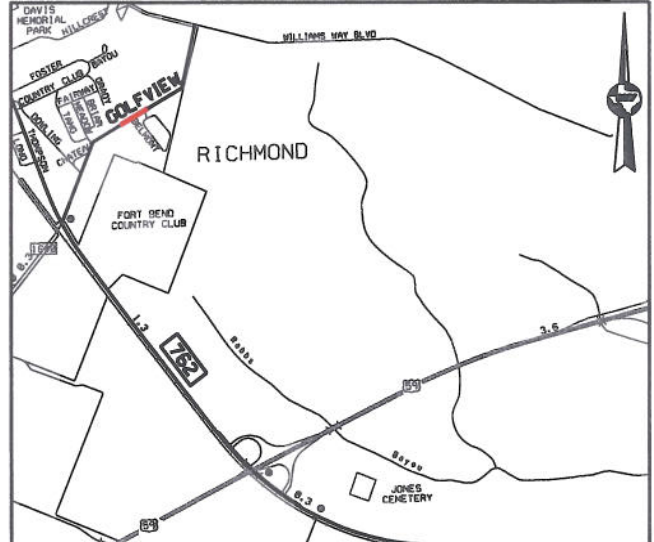
# GOLFVIEW DR.

RELOCATION OF 8" H.P. STL  
ALONG GOLFVIEW DR AND WEST OF BELMONT  
RICHMOND, FORT BEND CO., TEXAS



**VICINITY MAP**

NTS



**PROJECT LOCATION**

KEY MAP  
606-H  
NTS

**INDEX**

SHEET	DESCRIPTION
1.	COVER SHEET
2.	GOLFVIEW DR. WEST OF BELMONT DR.

SUPERIOR W.O.#63725661 GCO#

**TOTAL FOOTAGE FOR PROJECT**

EXIST. MAIN	672'
PROP. 8-5/8" O.D., 0.322 W, X-52, 28.55#/FT H.P. STL W.O.#63966372	498'
ABAN. 8" STL W.O.#63966372	



**United Engineers, Inc.**

CIVIL ENGINEERING • LAND DEVELOPMENT  
CONSTRUCTION MANAGEMENT • SURVEYING  
UTILITY ENGINEERING

8303 SOUTHWEST FREEWAY, SUITE 600 TEL. (713) 271-2900  
HOUSTON, TEXAS 77074 FAX (713) 271-2999  
TBPE CERTIFICATION OF REGISTRATION # F-000142

**ITEM 1**

F:30300644	O:30240640	KM:605-H	LAMBERT:4449D-4	Z:036	SZ:501	TC:054	SOG:07601
DESIGNED BY: JULIAN VALENCIA	713-271-2900	ESTIMATED COST: \$59,840.00	CONTRIBUTION: \$59,840.00	DATE NEEDED: APRIL 2013	PURPOSE AND NECESSITY: PROPOSED RELOCATION OF EXISTING GAS FACILITIES AHEAD OF PROPOSED FORT BEND COUNTY PAVING AND DRAINAGE PROJECT, ID#1402453328.	THIS PROJECT IS REIMBURSABLE.	

RECOMMENDED BY: KATE D. PORTER	DATE: 01/03/2013
APPROVED BY:	DATE:



**CenterPoint**  
**Energy**  
Texas Coast Gas Engineering

DRAWN BY: JULIAN VALENCIA
DATE: 12/2012
SCALE: NTS
NO. OF SHEETS: 2
DWG No:

**ED5-12566**



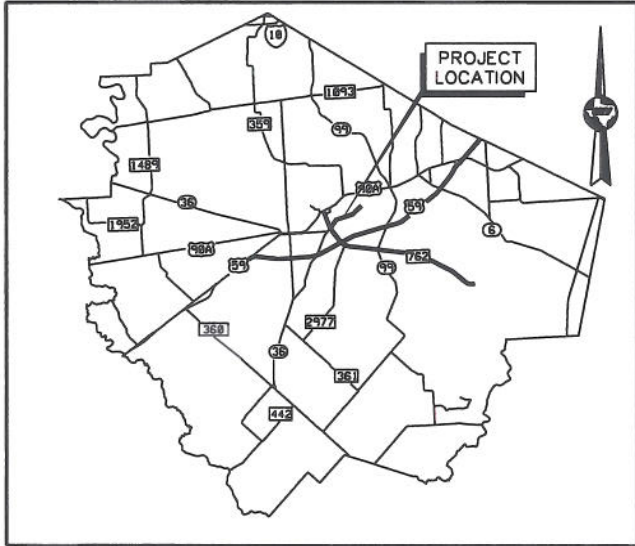




Texas Coast Gas Engineering

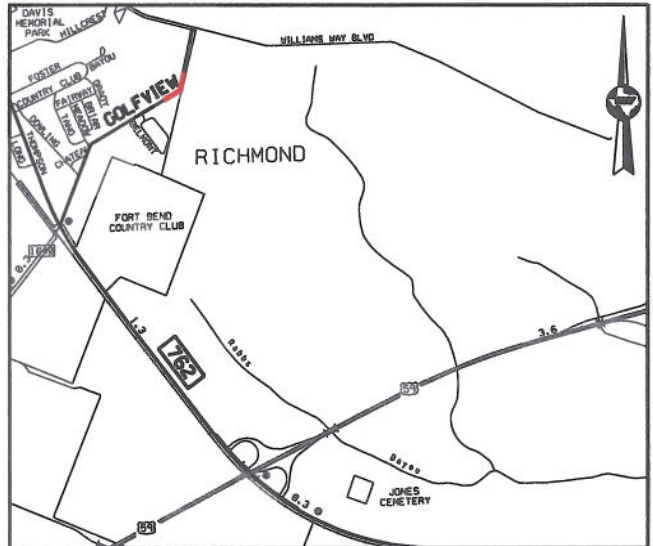
# GOLFVIEW DR.

RELOCATION OF 8" H.P. STL  
ALONG GOLFVIEW DR AT STA. 40+80 TO STA. 43+10  
RICHMOND, FORT BEND CO., TEXAS



VICINITY MAP

NTS



PROJECT LOCATION

KEY MAP  
605-H  
NTS

## INDEX

SHEET	DESCRIPTION
1.	COVER SHEET
2.	STA. 40+80 TO STA 43+10

SUPERIOR W.O.#63725661 GCO#

## TOTAL FOOTAGE FOR PROJECT

EXIST. MAIN	238'
PROP. 8-5/8" O.D., 0.322 W, X-52, 28.55#/FT H.P. STL, W.O.#63966924	209'
ABAN. 8" STL W.O.#63966924	



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CONSTRUCTION MANAGEMENT • SURVEYING  
UTILITY ENGINEERING

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HOUSTON, TEXAS 77074 FAX (713) 271-2999  
TBPE CERTIFICATION OF REGISTRATION # F-000142

## ITEM 2

F:30300644	O:30240640	KM:605-H	LAMBERT:4449D4	Z:036	SZ:501	TC:054	SOG:07601
DESIGNED BY: JULIAN VALENCIA	713-271-2900						
ESTIMATED COST: \$36,838.98	CONTRIBUTION: \$36,838.98						
DATE NEEDED: APRIL 2013							
PURPOSE AND NECESSITY: PROPOSED RELOCATION OF EXISTING GAS FACILITIES AHEAD OF PROPOSED FORT BEND COUNTY PAVING AND DRAINAGE PROJECT, ID#1402453328.							
THIS PROJECT IS REIMBURSABLE.							

RECOMMENDED BY:	DATE:
APPROVED BY: KATE D. PORTER	DATE: 01/03/2013

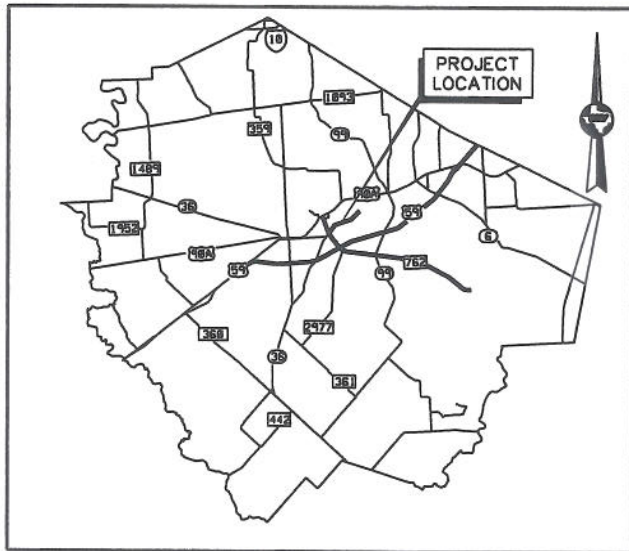


CenterPoint  
Energy  
Texas Coast Gas Engineering

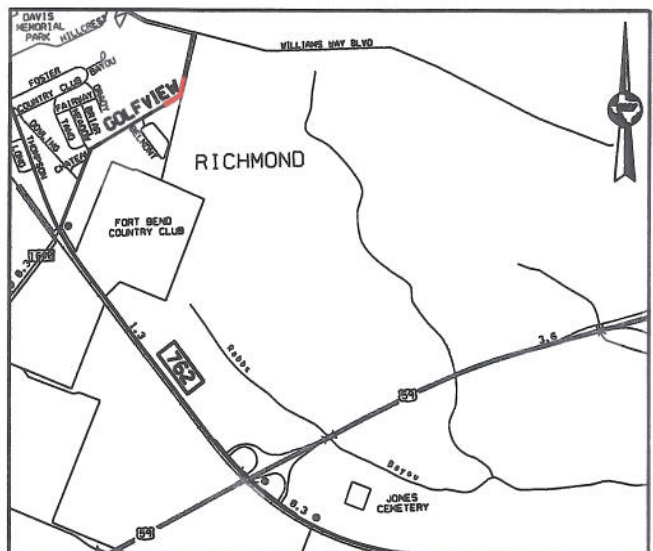
DRAWN BY: JULIAN VALENCIA  
DATE: 12/2012  
SCALE: NTS  
NO. OF SHEETS: 2  
DWG No: ED5-12567

# GOLFVIEW DR.

RELOCATION OF 8" H.P. STL  
ALONG GOLFVIEW DR AT STA. 40+80 TO STA. 43+10  
RICHMOND, FORT BEND CO., TEXAS



**VICINITY MAP**  
NTS



**PROJECT LOCATION**  
KEY MAP  
805-H  
NTS

## INDEX

SHEET	DESCRIPTION
1.	COVER SHEET
2.	STA. 40+80 TO STA 43+10

SUPERIOR W.O.#63725661 GCO#

## TOTAL FOOTAGE FOR PROJECT

EXIST. MAIN	238'
PROP. 8-5/8" O.D., 0.322 W, X-52, 28.55#/FT H.P. STL W.O.#63966924	209'
ABAN. 8" STL W.O.#63966924	



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UTILITY ENGINEERING

8303 SOUTHWEST FREEWAY, SUITE 600 TEL. (713) 271-2900  
HOUSTON, TEXAS 77074 FAX (713) 271-2999  
T&PE CERTIFICATION OF REGISTRATION # F-000142

## ITEM 2

P:30300644 O:30240640 KM:605-H LAMBERT:4449D-4 Z:036 SZ:501 TC:054 SOG:07601

DESIGNED BY: JULIAN VALENCIA 713-271-2900

ESTIMATED COST: \$36,838.98 CONTRIBUTION: \$36,838.98

DATE NEEDED: APRIL 2013

PURPOSE AND NECESSITY: PROPOSED RELOCATION OF EXISTING GAS FACILITIES AHEAD OF

PROPOSED FORT BEND COUNTY PAVING AND DRAINAGE PROJECT, ID#1402453328.

THIS PROJECT IS REIMBURSABLE.

RECOMMENDED BY: DATE:

APPROVED BY: KATE D. PORTER DATE: 01/03/2013

DRAWN BY: JULIAN VALENCIA

DATE: 12/2012

SCALE: NTS

NO. OF SHEETS: 2

DWG No:

**ED5-12567**

**CenterPoint**  
**Energy**  
Texas Coast Gas Engineering





DEPARTMENT	CONTACT	PHONE
SWITCH ORIENTATION	RANDY CONSTANTINE	713-635-0101
FEEDBACK AND SERVICE	DARBY COSOV	713-633-8101
QA/QC CONTROL	THOMAS BAKER	713-207-0517



0505 SOUTHWEST FREWAY, SUITE 400  
HOUSTON, TEXAS 77074 TEL. (713) 271-2950  
FAX (713) 271-2959  
ONE CERTIFICATION OF REGISTRATION # 000942

LEGEND

PROP. 8.5/8" O.D., 0.322 W.  
X-52, 2A.55"/FT H.P. STL.  
W.O.#6396924

238'

209'

ABAK. 8" STL  
W.O.#63965024

PROP. 32" MAG ANODE

1. CONTACT JULIAN VALERDE VIA WORK PHONE AND/OR FIELD CHIEFS REQUESTS. CONTACT JULIAN VALERDE VIA TEXT AT 737-271-2900.
2. ALL LEADS/ISSUES MAY NOT BE SHOWN. FIELD VISUAL ALL SERVICES & ADDRESSSES. IF THERE IS NO SERVICE AT ADDRESS SHOWN AND/OR NO WORK ORDER IS PROVIDED, CONTACT JULIAN VALERDE AT 737-271-2900 OR UNITED TRUCKERS INC.
3. LOCATE ALL FITTINGS AND OFFSETS FROM PROPERTY LINES AND/OR S.O.W. LINES
4. MAINTAIN A MINIMUM COVER OF 5', UNLESS OTHERWISE SPECIFIED.
5. TEST PRESSURE (DO PSD) FOR 24-HR. TO COMPANY POLICY AND/OR GUIDELINES
6. COMMUNICATE CATHODIC PROTECTION WITH CENTENNIAL ENERGY NATURAL GAS COMMISSION DOT AT 737-967-0616, JOE YELLMAN
7. USE GAUGES TO MONITOR A MAINTAIN FIELDS & PRESSURE.
8. ALL JOBSITE CALCULATIONS ARE APPROXIMATIONS. CONTACT NIB AND COORDINATE WITH CENTENNIAL ENERGY NATURAL GAS SURVEY DOT TO PRODUCE FINAL CORREK.
9. FIELD VISUAL ALL EXISTING FIELDS, MAINS AND SERVICES.

[illegible]

**CONCLUSIONS**

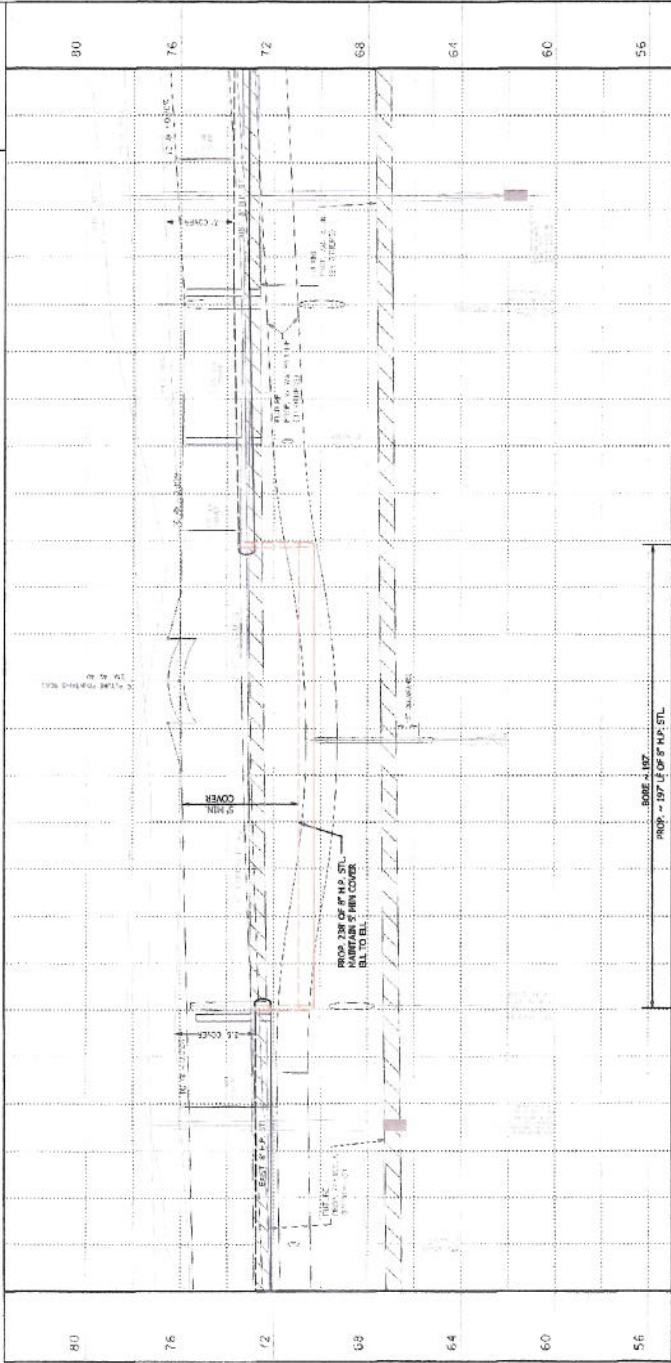
RECORDED BY: DATE: OFFICE: (12/1/2023)

RELOCATION OF 8" H.P. STL  
ALONG GOLFVIEW DR  
AT STA. 40+80 TO STA. 43+10  
RICHMOND, FORT BEND CO., TEXAS



CenterPoint  
Energy

**Energy**  
Texas Combustion Gas Engineering  
LWG-42 ED5-12567





Fort Bend County Project:  
Utility: CenterPoint Energy, Inc.  
Utility Project Number: 1402453328  
Roadway: Golfview Drive (Phase I)  
Eligibility Ratio: 100%

EXHIBIT C

INCLUDES:  
  
Easement or Fee Title Documents  
  
Eligibility Calculation

ELIGIBILITY CALCULATION:

Item 1) 8" Adjustment at STA 27+00 to STA 32+12.

- a. Length of line to be abandon in existing public road right-of-way: 50.00-FT
- b. Length of line to be abandon in private easement: 448.00-FT
- c. Total length of new line in existing private easement: 567.00-FT
- d. Percent eligible (=C/B) 100%

Item 2) 8" Adjustment at STA 40+80 to STA 43+10.

- e. Length of line to be abandon in existing public road right-of-way: 0.00-FT
- f. Length of line to be abandon in private easement: 209.00-FT
- g. Total length of new line in existing private easement: 238.00-FT
- h. Percent eligible (=C/B) 100%

**Cost summary**

**Project: Golfview Drive (Phase 1) CenterPoint Energy Relocation.**

ITEM 1: 8" ADJUSTMENT AT STA 27+00 TO STA 32+12	\$59,840.00
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ITEM 2: 8" ADJUSTMENT AT STA 40+80 TO STA 43+10	\$36,838.98
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<b>TOTAL</b>	<b>\$96,678.98</b>