

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT**

County: Fort Bend
Project No.: N/A
Road Project Letting Date: 4/2013

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

THIS SUPPLEMENTAL AGREEMENT by and between Fort Bend County, TX ("**County**") and CenterPoint Energy Texas Gas Operations ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

WHEREAS, the **County** and **Utility** executed a Standard Utility Agreement on **January 28, 2013** concerning the adjustment, relocation or removal of certain of **Utility's** facilities; *AKH KAM*

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: **Financial reconciliation of accounts (for over-spending)**, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A". - *w Attached letter KAM.*

The estimated cost of the adjustment, relocation or removal is [increased] to a total of \$ **195,612.25 (an increase of \$98,933.27 from the original estimate of \$96,678.98)**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

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

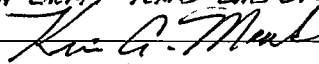
UTILITY

EXECUTION RECOMMENDED:

Utility: CenterPoint Energy Resources Corp. *d.b.a.*
CenterPoint Energy Texas Gas Operations



County Judge Robert E. Hebert (Fort Bend County,
TX)

By: 
Kevin A. Meals

Title: Agent & Attorney-in-Fact

Date: 10/31/2013

Date: 11-26-2013



United Engineers, Inc.

**CIVIL ENGINEERING - LAND DEVELOPMENT
CONSTRUCTION MANAGEMENT - SURVEYING
UTILITY ENGINEERING**

August 19, 2013

Property Acquisition Services, LLC
Attn: Chris Provence
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479

County: Fort Bend
Project No.:
Proposed Highway Project Letting Date: April 2013

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

RE: Increased cost considerations for relocation of CenterPoint Energy Gas Facilities along the Golfview Dr.
CenterPoint Energy Project ID# 1402453328

Dear Mr. Provence,

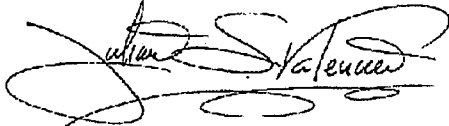
As representative of CenterPoint Energy Gas and upon final review of the completed gas facility relocations along Golfview Dr., it was determined that additional materials, equipment, and time were required during the construction phase as explained below.

The increased cost of material was due to the unexpected field conditions for Item1. The existing 8" high pressure main was field located at 14' deep at the proposed tie-in location on the south side of Golfview Dr. and west of Rabbs Bayou. For safety precaution, an additional 430' of 8" steel main was installed along the fence line south of Golfview Dr. The main was bored at 3' minimal cover extending approximately 430' south of Golfview Drive for a safer tie-in depth. The extra work due to the installation of extra 8" steel pipe, elbows and fittings for Item1 affected the project timeline. Furthermore, Item1 and Item2 required additional time to clear vegetation along the easement before commencing the relocations. With the added working days for both items, contract labor and equipment charges correspondingly increased.

In conclusion, the overall increase of charges were due to additional materials, equipment and labor time to complete the installation of the proposed 8" H.P. steel gas line and the abandonment of the existing 8" H.P. steel gas lines in conflict with the County project.

Please contact myself or Stacey Nicoletti regarding any billing questions you may have. You may contact me at phone number 713-271-2900 or Stacey Nicoletti at 713-207-7086.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julian S. Valencia', with a large, stylized flourish underneath.

Julian S. Valencia
Utility Coordinator
United Engineers, Inc.
Office: (713) 271-2900
julianv@unitede.com

/Attachment

CC: Kate D. Porter, P.E.
Stacey Nicoletti
Office copy