

## STANDARD UTILITY AGREEMENT

U-0009: Gulf South Pipeline Company, LP  
 County: Fort Bend  
 Highway: FM 1093 Westpark Extension

This Agreement by and between the County of Fort Bend, Texas, ("**County**") and **Gulf South Pipeline Company, LP**, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: existing casing will be extended through edge of new highway right of way by addition of split casing and a new vent pipe. In addition, an existing anode ground bed will be relocated as required to accommodate the highway construction. Such work shall be performed according to the following schedule:

Completion Date – July 1, 2016

and more specifically shown in **Utility's** Plans and Specifications, Estimated Costs, and Schedule which are attached hereto as Attachments "A," "B" and "C."

**WHEREAS**, the County has elected to negotiate in good faith and enter into agreements with all affected utility companies for the participation in the costs of the adjustment, removal, and/or relocation of certain facilities as authorized under Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities.

**WHEREAS**, the **County** acknowledges **Utility's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Utility** to govern the terms for participation in the costs of the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

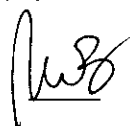
### NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** all of the documented actual costs incurred for adjustment, removal, and/or relocation of **Utility's** facilities.


All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

 4/8/16  
 Date

Fort Bend County

 7 APR 16  
 Initial Date

Gulf South

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including weather related delays or an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation or adjustment, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

However, for any failure by Utility to conclude said adjustment, removal, or relocation by the stated completion date not caused by events outside Utility's control which results in delay charges to County under a construction agreement with a third party, Utility shall be liable for such additional costs caused by Utility's failure to complete work by stated completion date.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement. Notwithstanding the proceeding sentence, final payment shall be made within 90 days following receipt and County's approval of final billing, which approval shall not be unreasonably withheld, conditioned, or delayed.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Utility Preliminary Plan for Casing Extension (Attachment "A");
3. Utility Construction Cost Estimate (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

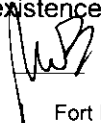
This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized to start and that the **County** will review and reimburse the **Utility** for actual costs incurred by the **Utility**, as shown in the appropriate final billing, up to the date of such cancellation and as a result of such cancellation.

The **Utility** acknowledges to and for the benefit of the **County** and State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds and as such, requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the **Utility** pursuant to this agreement.

The State 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 State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information related to costs for the work performed under this agreement that the State Auditor reasonably considers relevant to the investigation or audit.

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

It is expressly understood that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

  
Date 4/8/16  
Fort Bend County


  
Date 7 APR 16  
Gulf South

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

**UTILITY**

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

*Name of Utility*

By:   
*Authorized Signature*

**Ms. Kimberly Tarr**

*Print or Type Name*

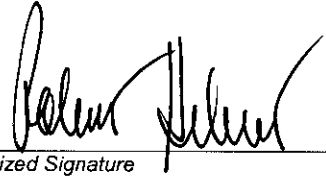
**VP of Eng. & Construction**

Title: \_\_\_\_\_

Date: 4/7/2016

**EXECUTION RECOMMENDED:**


**COUNTY**

By:   
*Authorized Signature*

**Robert E. Hebert**  
*Print or Type Name*

Title: County Judge

Date: April 12, 2016

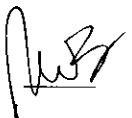
  
4/8/16  
*Date*  
Fort Bend County


  
7 APR 16  
*Initial Date*  
Gulf South

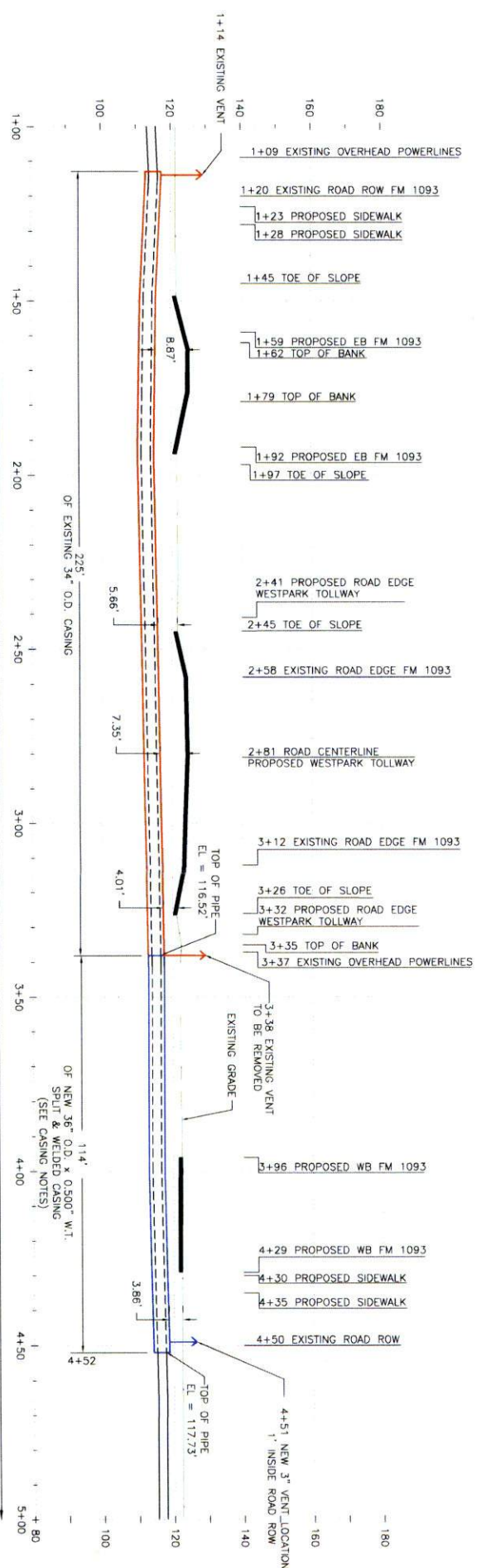
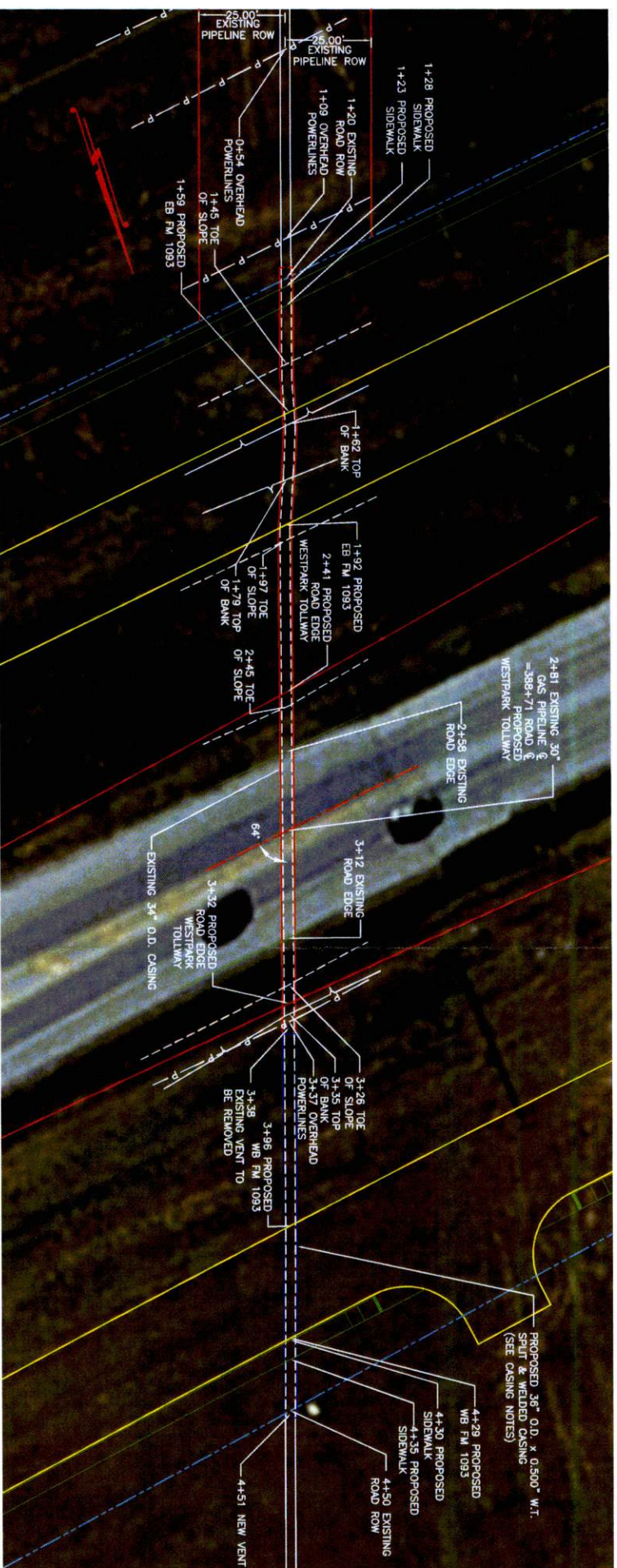
# Attachment "A"

## Utility Preliminary Plan for Casing Extension

(Page that Follows)

  
Date 4/8/16  
Fort Bend County

  
Initial VAT  
Date 7 APR 16  
Gulf South



**NOTE:**  
 THE PIPELINE INFORMATION SHOWN ON THIS DRAWING IS BASED ON DATA OBTAINED FROM DRAWINGS AND SURVEY DATA FROM VARIOUS SOURCES. GULF SOUTH DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND/OR CONFIRM THE LOCATIONS OF ALL UTILITIES AND PIPELINES PRIOR TO EXCAVATION.

- CASING NOTES:**
- SEE GULF SOUTH TYPICAL CASING SEAL AND INSULATOR DETAIL P-108-12 & P-108-13
  - END INSULATORS SHALL BE 3 FOOT MAX FROM END SEAL. INTERMEDIATE INSULATORS SHALL BE SPACED MAXIMUM OF 10 FEET ON CENTER.
  - END INSULATORS SHALL BE MALONEY MODEL 63-PF & END SEAL SHALL BE MALONEY "MULTIFLEX" TYPE

- GENERAL NOTES:**
- DRAWING IS PROJECTED IN NAD83 STATE PLANE, TEXAS SOUTH CENTRAL (U.S. SURVEY FEET)
  - DESIGN PIPELINE IN ACCORDANCE WITH 49 CFR 193.
  - LOCATIONS OF EXISTING FACILITIES ARE APPROXIMATE. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CONTACT ONE CALL OR 811 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO FIELD VERIFY WALL THICKNESS PRIOR TO INSTALLATION AND FABRICATION. IF WALL THICKNESS DIFFERENCE IS GREATER THAN 0.093", A TRANSITION MUST BE CUT.

**NOT FOR CONSTRUCTION**

NO.	DATE	BY	DESCRIPTION	PROJ. ID	CHK. APPR.
1			ISSUED FOR REVIEW	7710	DC
2			ISSUED FOR REVIEW	7710	DC
3			ISSUED FOR REVIEW	7710	DC

**GULF SOUTH PIPELINES**

FM 1093 WESTPARK TOLLWAY EXPANSION  
 30" INDEX 129 GAS PIPELINE  
 CASING EXTENSION  
 PLAN & PROFILE

DRAWING NUMBER: 16AC-129-P-108-1  
 REFERENCE DRAWINGS: 16AC-129-P-108-1  
 DRAWING TITLE: 16AC-129-P-108-1


DATE: 02/27/16  
 PROJECT: 7710  
 SCALE: 1" = 10'-0"

1 A B C D E F G H

# Attachment "B"

## Utility Construction Cost Estimate

(Page That Follows)


  
Date: 4/8/16  
Fort Bend County


  
Initial: VAT  
Date: 7 APRIL  
Gulf South

## Attachment "B"

<b>DATE</b>	31-Mar-16	This estimate is for information purposes only and shall in no way be deemed a cap or limit on costs or liability hereunder.
<b>LOCATION</b>	Fort Bend County, Texas	
<b>SCOPE DESCRIPTION</b>	The existing Gulf South casing will be extended through edge of new highway right of way by addition of split casing and a new vent pipe. In addition, an existing anode ground bed will be relocated as required to accommodate the highway construction.	

Estimate Breakdown	Costs
1.0 Management and Administration	\$ 45,623.00
2.0 Engineering	\$ -
3.0 Materials	\$ 54,018.00
4.0 Right of Way and Damages	\$ 14,000.00
5.0 Environmental	\$ 6,495.00
6.0 Construction	\$ 640,313.00
7.0 Contingency	\$ -
8.1 Capitalized Interest (AFUDC)	\$ -
10.0 Retirements	\$ -
	\$ -
<b>ROUNDED TOTAL (to nearest \$100)</b>	<b>\$760,400.00</b>


4/8/16  
 Date  
 Fort Bend County


7 APR 16  
 Initial Date  
 Gulf South

# Attachment "C"


## Utility Schedule of Work and Estimated Date of Completion.

(As Shown Below)

### Construction Schedule:

Complete Construction: July 1, 2016

  
Date 4/8/14  
Fort Bend County

  
Initial YAT Date 7 APR 16  
Gulf South

# 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.**  
Gulf South Pipeline Company, LP  
Houston, TX United States

**Certificate Number:**  
2016-36414

**Date Filed:**  
04/07/2016

**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 (Engineering)

**Date Acknowledged:**

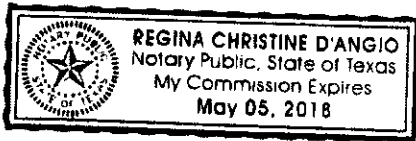
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
PO 134386  
Pipeline modification, casing extension procurement and construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stanley C., Horton	Houston, TX United States	X	
Buskill, Jamie	Houston, TX United States	X	
McMahon, Michael	Houston, TX United States	X	
Haynes, John	Houston, TX United States	X	
Blevins, Jason	Houston, 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.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kimberly Tarr, this the 7<sup>th</sup> day of April, 2016, to certify which, witness my hand and seal of office.

Regina D'Angio Regina D'Angio Land Specialist  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# 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.	<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>																																										
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Gulf South Pipeline Company, LP Houston, TX United States	Certificate Number: 2016-36414																																										
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Fort Bend County (Engineering)	Date Filed: 04/07/2016																																										
<b>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 goods or services to be provided under the contract.</b> PO 134386 Pipeline modification, casing extension procurement and construction																																											
<b>4</b> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:35%;">Name of Interested Party</th> <th rowspan="2" style="width:35%;">City, State, Country (place of business)</th> <th colspan="2" style="width:30%;">Nature of interest (check applicable)</th> </tr> <tr> <th style="width:15%;">Controlling</th> <th style="width:15%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td>Stanley C., Horton</td> <td>Houston, TX United States</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Buskill, Jamie</td> <td>Houston, TX United States</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>McMahon, Michael</td> <td>Houston, TX United States</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Haynes, John</td> <td>Houston, TX United States</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Blevins, Jason</td> <td>Houston, TX United States</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)		Controlling	Intermediary	Stanley C., Horton	Houston, TX United States	X		Buskill, Jamie	Houston, TX United States	X		McMahon, Michael	Houston, TX United States	X		Haynes, John	Houston, TX United States	X		Blevins, Jason	Houston, TX United States		X																
Name of Interested Party	City, State, Country (place of business)			Nature of interest (check applicable)																																							
		Controlling	Intermediary																																								
Stanley C., Horton	Houston, TX United States	X																																									
Buskill, Jamie	Houston, TX United States	X																																									
McMahon, Michael	Houston, TX United States	X																																									
Haynes, John	Houston, TX United States	X																																									
Blevins, Jason	Houston, TX United States		X																																								

**5 Check only if there is NO Interested Party.**

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stanley C., Horton	Houston, TX United States	X	
Buskill, Jamie	Houston, TX United States	X	
McMahon, Michael	Houston, TX United States	X	
Haynes, John	Houston, TX United States	X	
Blevins, Jason	Houston, TX United States		X

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath