

STANDARD UTILITY AGREEMENT

U-0005-A: CenterPoint Gas
 County: Fort Bend
 Highway: Katy-Gaston Road

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and **CenterPoint Energy Resources Corp. d.b.a. Texas Gas Operations**, ("**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: the abandonment of a small portion of gas line and construction of a new line for the realignment of Katy Gaston Road.

Start Date: The start date will be the later of (a) execution of this agreement, or (b) permit acquisition for the work

Completion Date: Complete within forty-five (45) working day after the start date

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

WHEREAS, Subchapter E of Chapter 203 of the Texas Transportation Code regarding the relocation of utilities does not apply to this Project, but the County wishes 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 such subchapter.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, 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** one hundred percent (100%) of the documented actual costs incurred for relocation of the utility as specifically documented in *Exhibit "B" Cost Estimate Summary* for adjustment, removal, and/or relocation of **Utility's** facilities as specifically documented in *Exhibit "A" Segment Detail* up to the amount said costs may be eligible for **County** participation.

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 develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **County**, or may, with the **County's** approval, 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.

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 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 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, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) relocate the facility at the sole cost and expense of **Utility**.

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.

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. Plans & Specifications (Exhibit "A")
3. Utility Construction Cost Estimate (Exhibit "B")

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 and that such cancellation will not create any liability on the part of the **County**. However, the **County** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

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 the state auditor considers relevant to the investigation or audit.

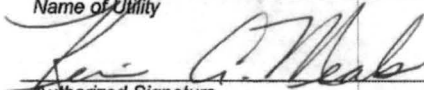
The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that Fort Bend County, Texas makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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

UTILITY

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

By: 
Authorized Signature

Kevin A. Meals
Print or Type Name

Agent & Attorney-in-Fact

Date: 6/14/2016

EXECUTION RECOMMENDED:

FORT BEND
COUNTY

By: 
Authorized Signature

Robert E. Hebert
Print or Type Name

Title: Fort Bend county Judge

Date: July 5, 2016

BLK

Exhibit A

**CenterPoint Energy Resources Corp.
d.b.a. Texas Gas Operations
Plans & Specifications**

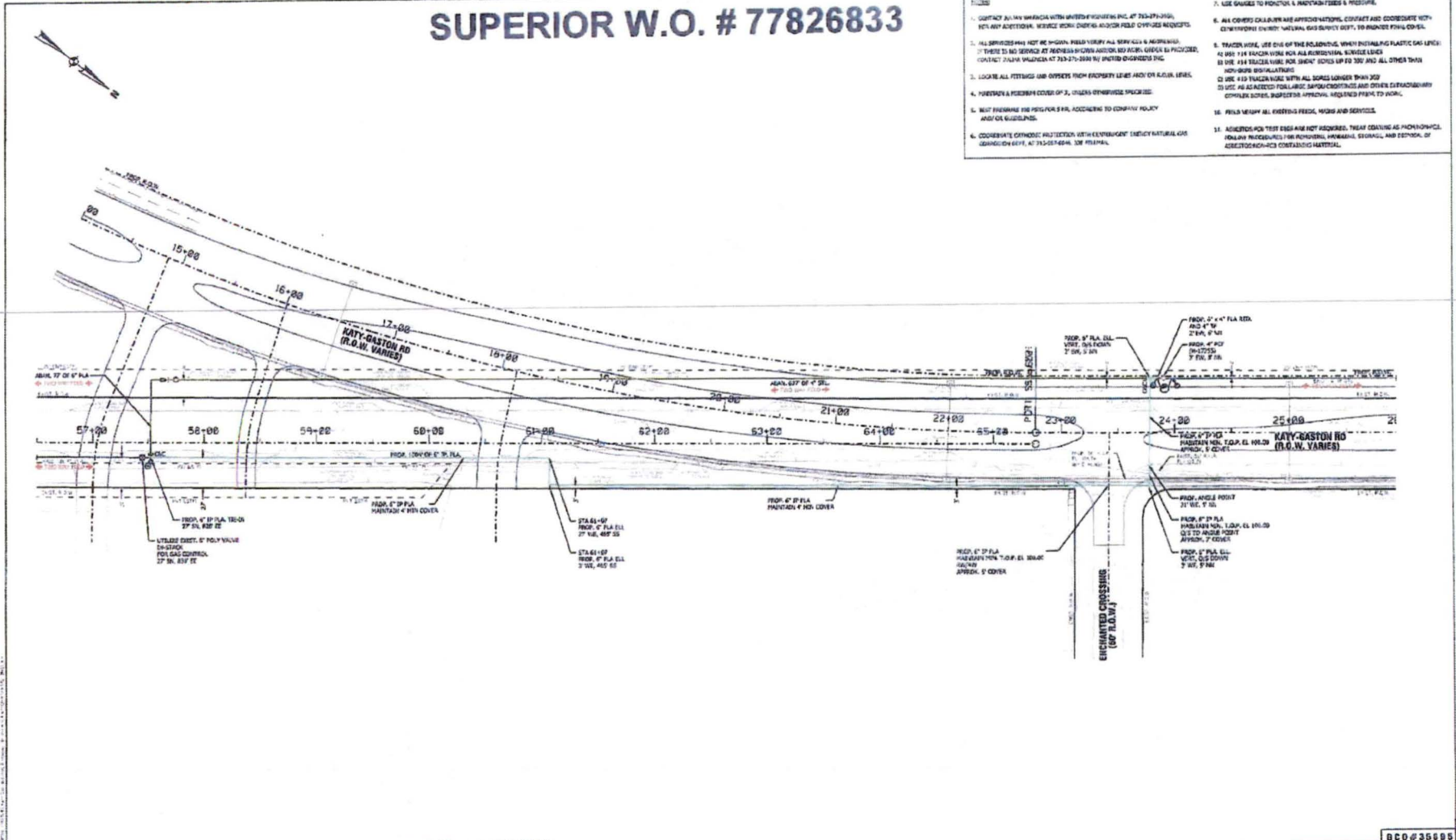
SUPERIOR W.O. # 77826833

(1 Page that Follows)

Exhibit A

SUPERIOR W.O. # 77826833

1. CONTACT ALL CITY AGENCIES WITH UNITED ENGINEERS INC. AT 781-271-1100, FOR ANY ADDITIONAL SERVICE WORK DURING AND/OR FIELD OFFICE REQUESTS.
2. ALL SERVICES SHALL NOT BE PROVIDED FIELD VERIFY ALL SERVICES & APPROVALS. IF THERE IS NO SERVICE AT ADDRESS BY CITY AGENCY AND AGENCY IS PROVIDED. CONTACT PLUMB WALKER AT 781-271-3300 BY UNITED ENGINEERS INC.
3. LOCATE ALL FITTINGS AND OFFSETS FROM PROPERTY LINES AND/OR R.O.W. LINES.
4. FOREWARN A FIREARM COVER OF 3, UNLESS OTHERWISE SPECIFIED.
5. MUST FOREWARN THE PERSONS FOR, ACCORDING TO COMPANY POLICY AND/OR REGULATIONS.
6. COORDINATE EROSION PROTECTION WITH ENVIRONMENTAL ENERGY NATURAL GAS ADMINISTRATION DEPT. AT 781-557-6244. SEE PERMITS.
7. USE CHANGES TO PROTECT & MAINTAIN LINES & PRESSURE.
8. ALL CHANGES CALL FOR ARE APPROXIMATIONS. CONTACT AND COORDINATE WITH ENVIRONMENTAL ENERGY NATURAL GAS SERVICE DEPT. TO OBTAIN FINAL COPIES.
9. TRACER WIRE, USE END OF THE INDICATOR WHEN INSTALLING PLASTIC GAS LINES. 42 INCH 1/4 INCH WIRE FOR ALL RESIDENTIAL SERVICE LINES. 36 INCH 1/4 INCH WIRE FOR LIGHT BUSES UP TO 300' AND ALL OTHER THAN NON-RESIDENTIAL SERVICE.
 - 10 USE 1/2 INCH TRACER WIRE WITH ALL BUSES LONGER THAN 300'
 - 11 USE 3/8 INCH TRACER WIRE FOR LARGE BUSES, COPIES AND OTHER DIFFICULT-TO-ACCESS LOCATIONS. APPROVAL REQUIRED FROM TOWN.
10. FIELD VERIFY ALL EXISTING FEEDS, MAINS AND SERVICES.
11. ADVISORY FOR TEST RIGS ARE NOT REQUIRED, THREAT CONTAINING HIGH-PRESSURE, HIGHLY FLAMMABLE OR EXPLOSIVE, HAZARDOUS, TOXIC, AND/OR CORROSIVE OR CONTAMINATING MATERIAL.



SUPERIOR W.O. # 77826833

United Engineers, Inc.
 CIVIL ENGINEERING & LAND DEVELOPMENT
 CONSTRUCTION MANAGEMENT & INSPECTION
 MECHANICAL ENGINEERING
 8000 Southpark Drive, Suite 600 | Dallas, TX 75216
 Phone: (972) 211-1100 | Fax: (972) 211-1102
 www.unitedengineers.com

LEGEND	
AVAIL. 6" C.I. POLY 77826833	877 HIGH TEST STATION
PROP. 6" P.P.A. 6.5 INCH DIA. W.O. # 77826833	77 TEST PRESSURE 100 PSIG
	PROP. 32" P.A.S. AVIATION

NO.	DESCRIPTION	DATE	BY	CHECKED

NO.	DESCRIPTION	DATE	BY	CHECKED

PROP. MAIN REPLACEMENT ALONG KATY-GASTON DR S. OF WESTPARK TOLLWAY AND E. OF ENCHANTED CROSSING KATY, FORTBEND CO., TX

BCO#35695
 SURVEY REQUEST # 77826930

 EDS-16287

Exhibit B

CenterPoint Energy Resources Corp. d.b.a. Texas Gas Operations Construction Cost Estimate

Katy Gaston and FM 1093

ESTIMATE

	<u>Proposed</u>	<u>Amount (ft or unit)</u>	<u>Price</u>	<u>Total</u>
MATERIAL				
Prop. 6" IP PLA (ft)		1,004	\$ 5.59	\$5,612
LABOR				
Prop. 6" IP PLA (ft)		1,004	\$ 30.00	\$30,120
Services Relocation		0	\$ 900.00	\$0
Total				\$35,732.36

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

Certificate Number:
 2016-74375

Date Filed:
 06/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenterPoint Energy
 Houston, TX United States

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.

U-0005
 Utility relocation on Katy Gaston Rd at FM 1093

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.

Randal M. Poyor
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Randal M. Poyor, this the 22nd day of June, 2016, to certify which, witness my hand and seal of office.

Trina Loftin Trina Loftin Executive Assistant
 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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-74375

Date Filed:
 06/21/2016

Date Acknowledged:
 07/05/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenterPoint Energy
 Houston, TX United States

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.

U-0005
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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.

 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