

STANDARD UTILITY AGREEMENT

County: Fort Bend

Project Nos.: 13318 Spring Green (60%) and 13316 Katy Flewellen (40%)

Project Title: Spring Green Boulevard and Katy Flewellen Road

Project Description: Relocation of pipeline. Approximately 790' for Spring Green Boulevard and approximately 520' for Katy Flewellen Road

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and Southcross Gulf Coast Transmission LTD, ("**Owner**"), 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 determined that it necessary to make certain improvements to Spring Green Boulevard and Katy-Flewellen Road, which said changes are generally described as follows: Roadway Improvements; and

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: pipeline lowering and such work as described in **Owner's** Estimate (estimated at \$560,662.00) attached hereto as Exhibit A and incorporated herein for all purposes, which is prepared in form and manner required by Title 23, Code of Federal Regulations 645, Subpart A ("23 CFR, 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 above-mentioned Roadway Improvements. Said facilities are located upon such properties as indicated in the map attached hereto as Exhibit B and incorporated herein for all purposes; and

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Owner's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Owner** 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, 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 23 CFR Subpart A. The **County's** participation shall consist of one hundred percent (100%) of the eligible cost of the adjustment or relocation.

The **Owner** agrees to develop eligible relocation or adjustment costs that the method to be used in developing the adjustment or eligible relocation costs by accumulating actual direct and related indirect costs 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 percent (100%) of the eligible costs as indicated. The **County** shall make payment within forty-five (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, 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. 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 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 and any time up to the date that work under this Agreement has been authorized. County shall reimburse Owner one hundred percent (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 the Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the County Auditor, to conduct an audit or investigation in connection with those funds.

It is 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.

OWNER

Utility: Southcross Gulf Coast Transmission LTD
Name of Utility


By: 
Benjamin Day, Vice President of Engineering

Date: 8-17-16

EXECUTION RECOMMENDED:

COUNTY

By:


Robert E. Hebert, County Judge

Date:

9-6-2016

ATTEST:

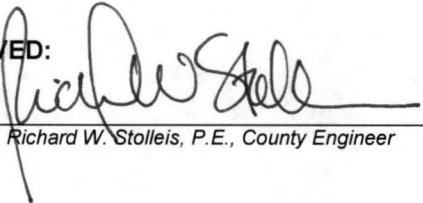
By:


Laura Richard, County Clerk



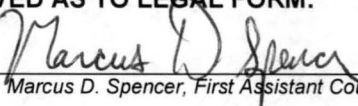
APPROVED:

By:


Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

By:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 560,662⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

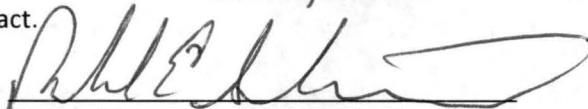

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Line Item No.	Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Expense Type Description	Comments/Assumptions
Tangible Purchases							
1	Line Pipe - 14" OD, 0.375 wt, API5L X-52, PSL-2, ERW, PEB, DRL, 14/16 mils FBE	ft	1,000	\$37	\$36,730	Line Pipe	
2	Bore Pipe - 14" OD, 0.375 wt, API5L X-52, PSL-2, ERW, PEB, DRL, 14/16 mils FBE, 30 mils	ft	600	\$47	\$28,014	Line Pipe	
3	Segmentable Fittings - 14" OD, 0.375 wt, Y-52, 14/16 mils FBE	unit	6	\$5,413	\$32,475	Pipe, Valves & Fittings	
4	Signs	unit	2	\$50	\$100	Safety Supplies	
5	Contingency for tangible items (10%)	%	10%		\$9,732		
6	Sales Tax on all tangible items (8.25%)	%	8.25%		\$8,832		
Subtotal Tangible Items					\$ 115,883		

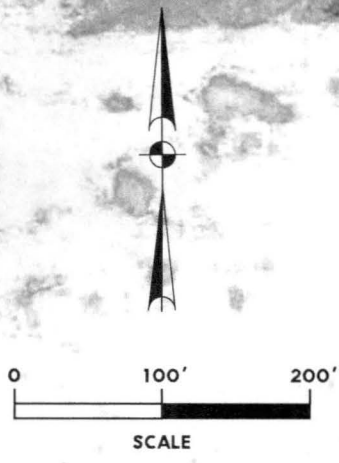
Line Item No.	Item Description	Unit of Measure	Quantity	Unit Cost	Total Cost	Expense Type Description	Comments/Assumptions
Intangibles and Contract Services							
7	Engineering Design	Lump Sum	1	\$20,000	\$20,000	Contractor Services	
8	Contract 14" Pipeline Installation	ft	1,300	\$42	\$54,600	Contractor Services	Assuming traditional installation depth of 3'
9	Boring Service - 14"	ft	600	\$88	\$52,800	Contractor Services	
10	Construction Unforseen Services - 14" (Wireline, PI, Line Crossing, Misc)	lump sum	2	\$10,000	\$20,000	Contractor Services	
11	Allowance for extra depth	ft	200	\$5	\$1,000	Contractor Services	Extra depth towards roundabout
12	Allowance for double-ditching	ft	0	\$3	\$0	Contractor Services	No double ditching necessary
13	Allowance for CP test leads	unit	1	\$1,000	\$1,000	Contractor Services	
14	Directional Drilling Adder (Unforseen Obstacles)	ft	600	\$50	\$30,000	Contractor Services	
15	X-Ray Services	day	18	\$1,950	\$35,100	Contractor Services	
16	Removal of old pipeline	ft	1,900	\$20	\$38,000	Contractor Services	Assume removal of entire replaced route
17	ROW Acquisition	ft	N/A	\$0	\$0	ROW Easements	Assumed to be taken care of by County
18	ROW Agents	day	24	\$750	\$18,000	ROW-Contract Land	
19	Frac Tank Mob and Demob	unit	1	\$500	\$500	Trucks & Cranes	
20	Frac Tank Rental	day	10	\$80	\$800	Trucks & Cranes	
21	Water for hydrotest	gallon	6,732	\$0.1	\$902	Chemicals - Other	
22	Vacuum Truck to haul water to frac tank	trip	1	\$240	\$321	Trucks & Cranes	
23	FOB included in pipeline price	truckload			\$0		
24	Transportation of miscellaneous equipment and materials to various work sites	loads	2,000	\$5	\$10,000	Trucks & Cranes	
25	Surveying	ft	1,600	\$7	\$11,200	Land Survey Costs	
26	Install surface markers	unit	2	\$50	\$100	Contractor Services	
27	Business Interruption Cost	unit	1	\$49,492	\$49,492	Expense	Assumed at a 2 day outage
28	Pipeline Inspectors	day	50	\$975	\$48,750	Supervision - 3rd Party	
29	Contingency for unknown items (15%)	%	15%		\$55,885		
Subtotal Intangible Items					\$ 428,449		

Total of Tangible and Intangible Items		\$ 544,332
Indirect Cost - (3%)		\$16,329.96
Total AFE	\$	560,662

**** Assumptions

- * This estimate assumes an ideal route based on meeting at FBC engineering office on 1/20/2016. Pricing subject to change depending on route and related construction method
- * The purpose of this estimate is to produce a feasibility analysis, pricing subject to change

EXHIBIT B



Proposed Southcross
14" pipeline relocation
(1,040 LF)



END SPRING GREEN PROP CONC PVMT

20'
PROP SOUTHCROSS
PIPELINE EASEMENT

20'
EXISTING SOUTHCROSS
PIPELINE EASEMENT

20'
PROP SOUTHCROSS
PIPELINE EASEMENT

20'
EXISTING SOUTHCROSS
PIPELINE EASEMENT

Proposed Southcross
14" pipeline relocation
(270 LF)

KATY-FLEWELLEN RD

WILLOW LN

END SPRING GREEN PROP CONC PVMT

1039' R

2616' R

EXIST ROW

PROP ROW

PROP ROW

2000' R

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:
2016-92279

Date Filed:
07/29/2016

Date Acknowledged:

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

Southcross Gulf Coast Transmission Ltd.
Dallas, 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.

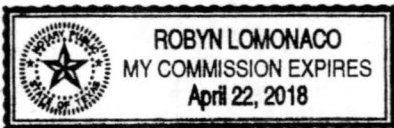
13318 and 13316
13318 Spring Green and 13316 Katy Flewellen Pipeline Relocation Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Southcross Energy GP LLC	Dallas, TX United States	X	
	Southcross Energy LP LLC	Dallas, 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 Ben Day, this the 16th day of August, 20 16, to certify which, witness my hand and seal of office.

[Handwritten Signature] Robyn Lomonaco

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

CERTIFICATE OF INTERESTED PARTIES

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13318 and 13316
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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