#### STANDARD UTILITY AGREEMENT

U-0025: CenterPoint Gas

County: Fort Bend

Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("County"), and CenterPoint Energy Resources Corp. ("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: Relocation of assets into a predesignated corridor according to the following schedule:

Start Date – Work shall commence within forty (40) to sixty (60) working days after the execution of this agreement by both parties, right of way is acquired, staked, and cleared in a contiguous fashion, and all agreements are in place.

Completion Date – Work shall be completed within one hundred and twenty (120) working days after the Start Date, unless otherwise provided herein.

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

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** fifty percent (50%) of the documented actual costs incurred for relocation of Utility in right of way by permit as specifically documented in *Exhibit "B' Cost Estimate Summary* for adjustment, removal, and/or relocation of **Utility's** facilities 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** 

6/2817 Date

Fort Bend County

initial

**PAGE 1 OF 10** 

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 commence and perform such work diligently, and to conclude said adjustment, removal, or relocation by the 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 including inclement weather that causes unsuitable ground conditions or other restraints, interference by the County or any other entity 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 Completion Date not caused by events outside **Utility's** control, the **County** may elect to impose a penalty equal to the lesser of: (1) a reduction to the reimbursement to **Utility** of one percent (1%) each day delayed; or (2) the cost to 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. Satisfactory completion shall be defined as the Utility's completion of the relocation in accordance with Utility Plans and Specifications.

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 (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 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

7/12/17
Date
Fort Bend County

Initial Date

Utility

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 Corporation	
·	Name of Utility	
Ву:	Kin G Mesk	
<b>-</b>	Authorized Signature	
	Kevin A. Meals	
	Print or Type Name	
	Agent & Attorney-m-Fact	
Title:	•	
	16-1	
Date:	6/18/17	

Date
Fort Bend County

Initial Date

J. Utility

EXECUTION RECOMMENDED:
COUNTY
Robert E. Hebert, County Judge
Date: 7-18-2017
William Sione
ATTEST: Y D. A. A. W. C.
By: Dama Hichard To Dama Richard County Clerk
COUNTY TEXT
APPROVED: , \(\sigma\)
By: Well doll
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 \$\frac{425,434.6}{to}\$ to accomplish and pay the obligation of Fort Bend County under this contract.

Date
Fort Bend County

Robert Ed Sturdivant, County Auditor

Initial Date

J-#/ Utility

## **Exhibit A-1**

# CenterPoint Energy Resources Corporation. Plans & Specifications

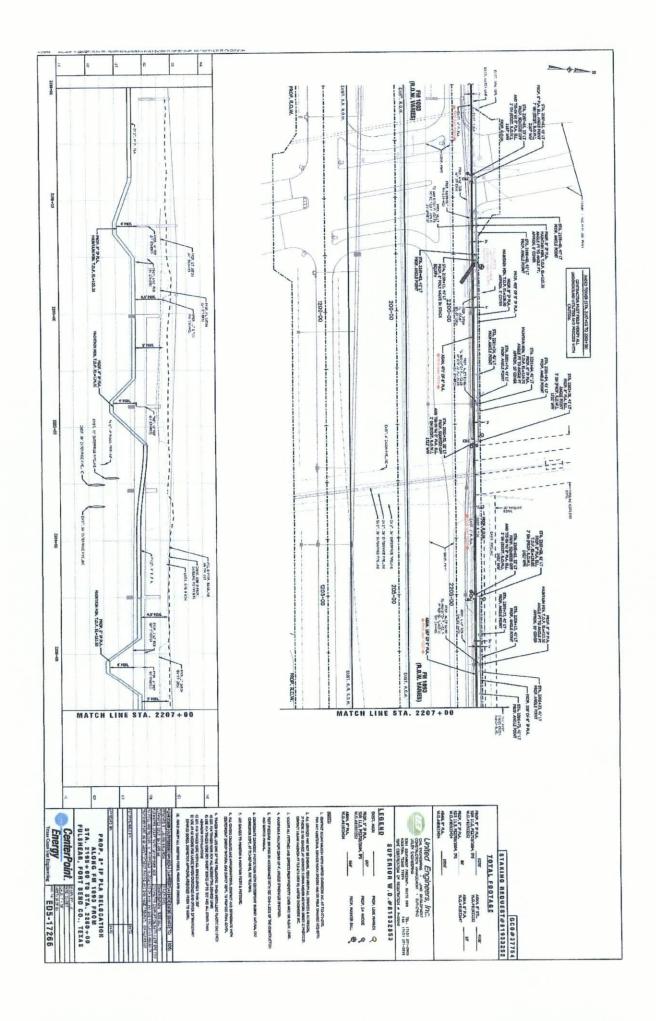
CNP Design--FM 1093 from STA 2195 to STA 2260

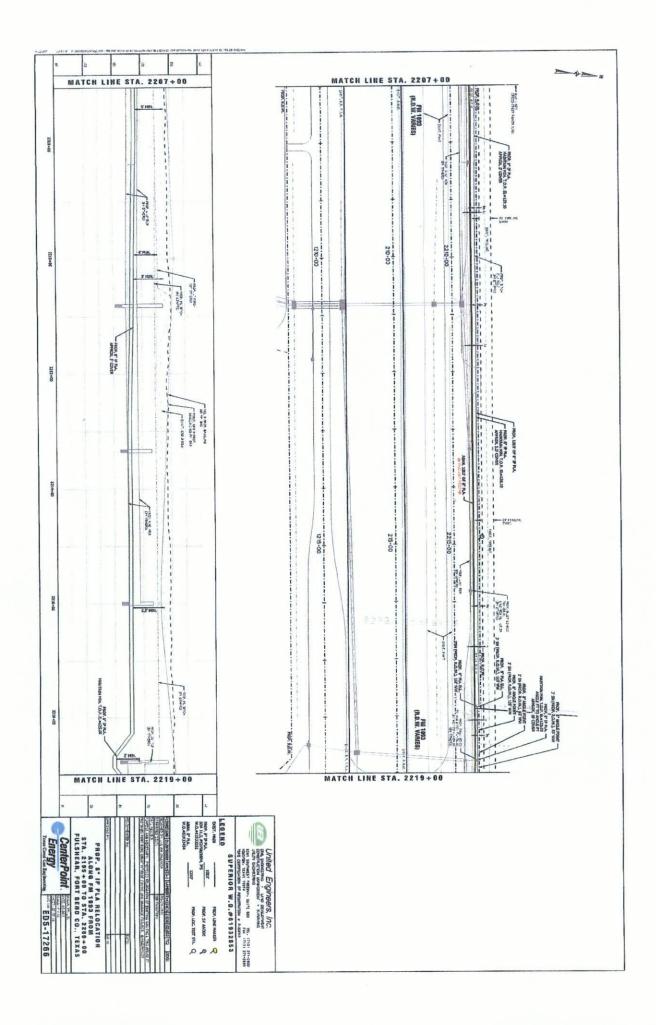
(6 Pages that Follow)

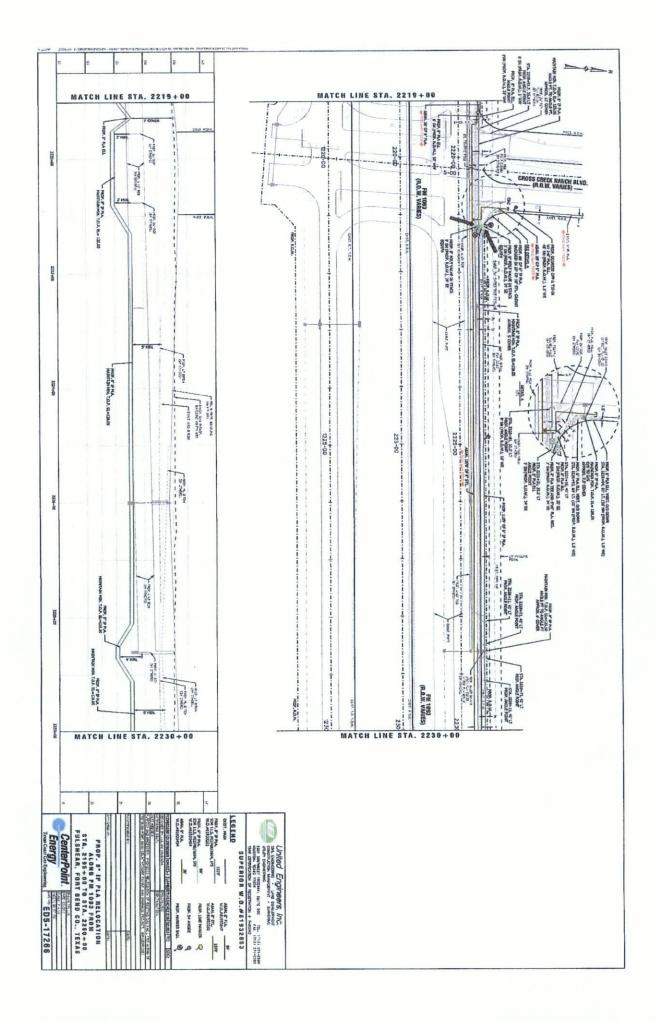
Date
Fort Bend County

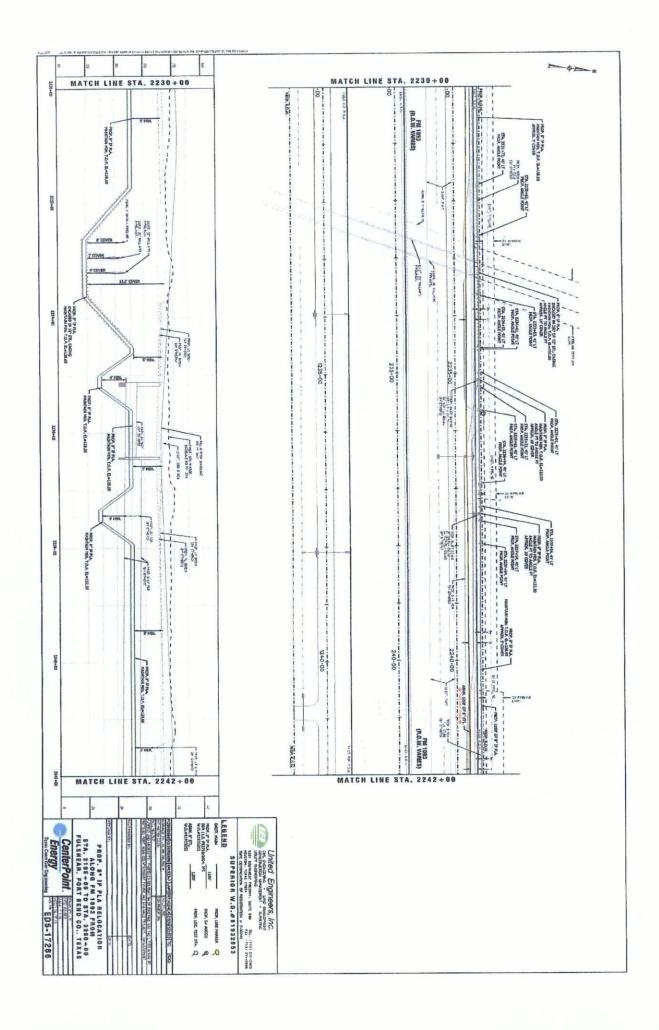
Kam 6/38/17
Initial Date

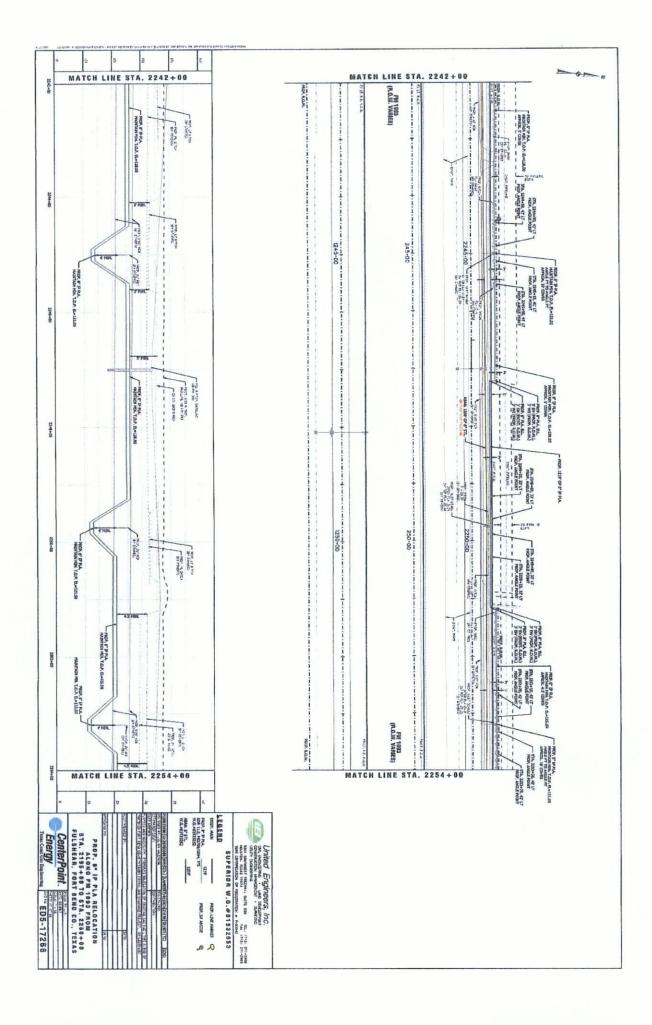
Utility

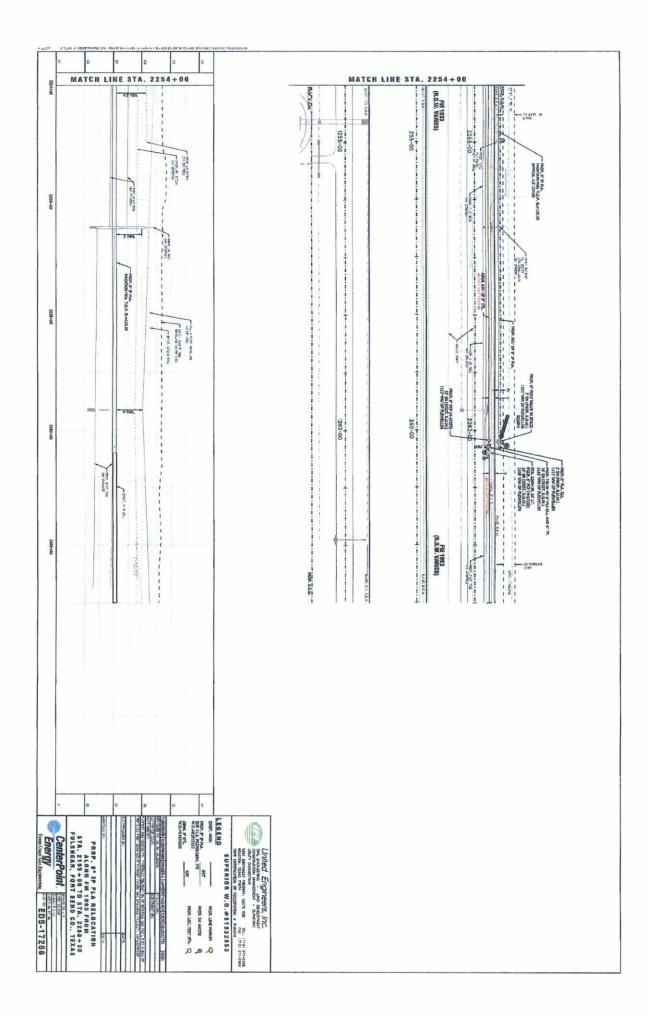












## **Exhibit A-2**

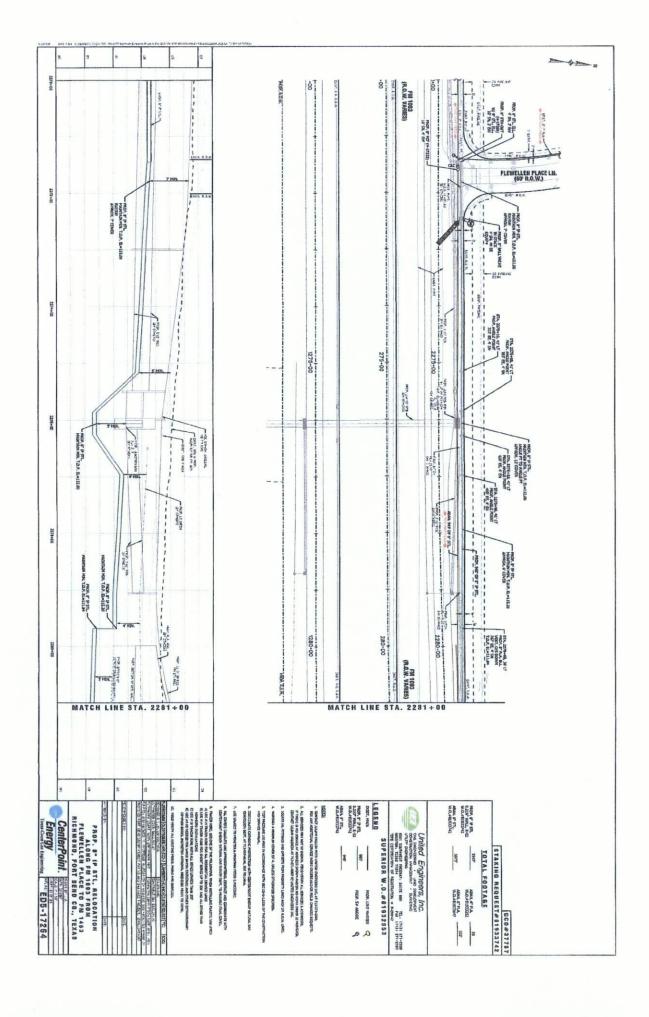
# CenterPoint Energy Resources Corporation. Plans & Specifications

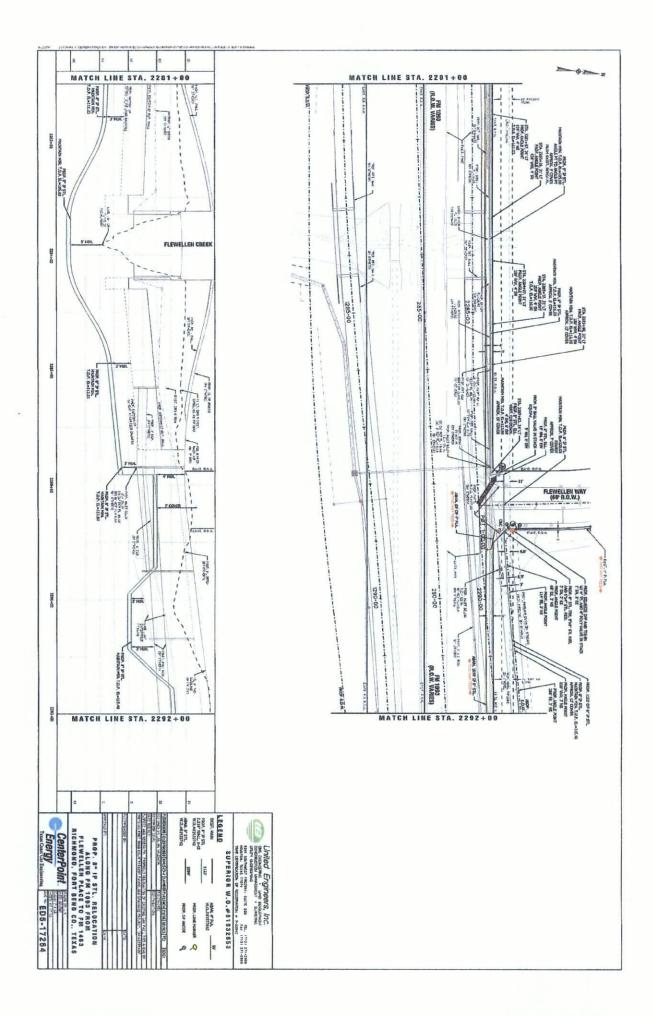
CNP Design--FM 1093-Flewellen Place Ln To FM 1463

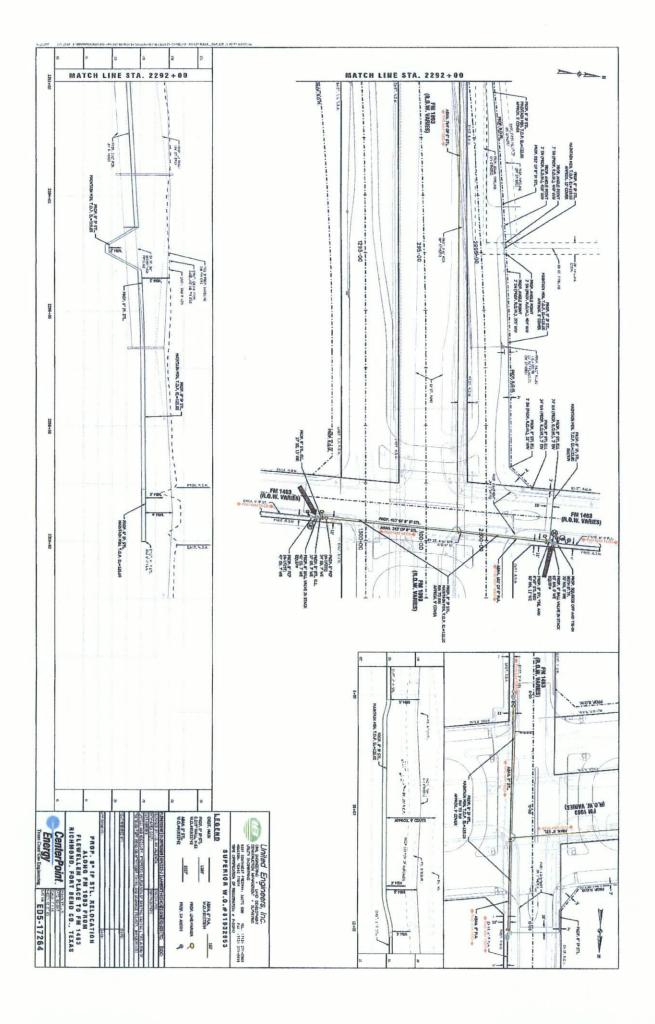
(3 Pages that Follow)

Date
Fort Bend County

Initial Utility Date







# **Exhibit B**

# CenterPoint Energy Resources Corporation. Construction Cost Estimate

#### **Cost Estimate Summary**

Segment	Description	Total Cost Estimate (05-08- 2017)	Existing Facility Location	Reimbursement by Fort Bend County	Estimated Project Cost (05-08-2017)
1	FM 1093 FROM STA 2195 TO STA 2260	\$410,085.46	TXDOT ROW	50%	\$205,042.73
2	FM 1093-FLEWELLEN PLACE LN TO FM 1463	\$440,783.87	TXDOT ROW	50%	\$220,391.94
					A 40 = 40 4 0 =

Total \$425,434.67

7/2/17
Date
Fort Bend County

tnitial Date

Utility

## **Exhibit B-1**

# CenterPoint Energy Resources Corporation. Construction Cost Estimate

CNP Estimate--FM 1093 from STA 2195 to STA 2260

(3 Pages That Follow)

Fort Bend County

KAM 6/28/17
Initial Date

J.A, Utility

#### Centerpoint Energy Gas Facilities Relocation

# Prop. CNP Gas Relocation for FM 1093 Westpark Extension Phase

#### CNP ID# 1403958007

Segment

Number of Days:

78

General Overhead:

20.51%

Purchase & Storage Indirect Cost: 12.65%

Project Description:

PROP. 8" IP PLA along FM 1093 from

STA 2195+00 to STA 2260+00

CPE Project ID#

1403958007

ESTIMATE SUMMARY	
Engineering	\$ 16,800.00
Material	\$ 82,911.18
Purchase & Storage Indirect Cost	\$ 10,488.26
Labor - Contract	\$ 108,841.20
Contract Equipment Rental	\$ 121,251.00
Subtotal	\$ 340,291.64
General Overhead	\$ 69,793.82
TOTAL	\$ 410,085.40

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Description	Quantity	Days	<b>Hours</b>	<u>Rate</u>	(hrly)	<u>Amount</u>
Engineering	1	35	8	\$	60.00	\$ 16,800.00
				Total		\$ 16,800.00

#### **Contract Labor**

Description	Quantity	Days	Hours	Ra	te (hrly)	Amount
Foreman	1	78	10	\$	26.70	\$ 20,826.00
Lead Laborer	1	78	10	\$	16.15	\$ 12,597.00
Laborer	2	78	10	\$	14.65	\$ 22,854.00
Operator	1	78	10	\$	24.87	\$ 19,398.60
Truck Driver	1	78	10	\$	15.25	\$ 11,895.00
Welder	1	78	10	\$	27.27	\$ 21,270.60
				Tot	al	\$ 108,841.20

#### Contractor's Equipment

Description	Quantity	Days	Hours	Ra	te (hrly)		<u>Amount</u>
Crew Truck W/ Torch, Air Comp	1	78	10	\$	37.40	\$	29,172.00
Misc. Tools and Water Pump	1	78	10	\$	10.75	\$	8,385.00
Pick Up Truck (1/2 Ton)	1	78	10	\$	7.00	\$	5,460.00
Rubber Tire Backhoe	1	78	10	\$	20.00	\$	15,600.00
Welding Truck	1	78	10	\$	14.30	\$	11,154.00
Boring Rig	1	78	10	\$	38.00	\$	29,640.00
Dump Truck ( 12-14 YD )	1	78	10	\$	28.00	\$	21,840.00
				Tot	al	Ś	121.251.00

#### MATERIAL LIST

Material Description	Quantity	Unit	Rate	Amount
ABANDON AND SLURRY-FILL MATERIAL	76.41	CY \$	150.00	\$ 11,461.50
ANODE, MAG, HI POTENTIAL, 32#, GALVOPAK, W/18	1	EA \$	86.84	\$ 86.84
ANODE,ZINC, 5#,99.99%,W/7' #12TW,PKG	6	EA \$	14.38	\$ 86.28
CAP,PLA,6,IPS,BUTT FUSION,YELLOW,PE-2406	1	EA \$	10.72	\$ 10.72
CAP,PLA,8,BUTT FUSION,YELLOW	4	EA \$	22.29	\$ 89.16
CAP,WELD,8,STD	1	EA \$	39.76	\$ 39.76
ELL,90,PLA,6,BUTT FUSION,SDR 11,PE-2406,	5	EA \$	19.38	\$ 96.90
ELL,90,PLA,8,BF,SDR 11,PE-2406,YELLOW,W/	<b>1</b> 6	EA \$	58.45	\$ 935.20
MARKER BALL,OMNI,MODEL #164,GAS	4	EA \$	7.25	\$ 29.00
MARKER,CARSONITE,62",YELLOW,HOUSTON	6	EA \$	11.87	\$ 71.22
MUELLER, H-17255, 8, LINE STOPPER, PC FTG	2	EA \$	1,420.33	\$ 2,840.66
PIPE,PLA,6,IPS,YELLOW,SDR-11.5	<b>8</b> 8	FT \$	5.59	\$ 491.92
PIPE,PLA,8,IPS,YELLOW,SDR-11.5	6076	FT \$	9.50	\$ 57,722.00
PIPE,STL,CASING,10,PE,BARE	20	FT \$	13.00	\$ <b>2</b> 60.00
PIPE,STL,CASING,12,PE,BARE	280	FT \$	15.00	\$ 4,200.00
REDUCER, PLASTIC, 8 X 6, BUTT FUSION	1	EA \$	28.04	\$ 28.04
SIGN,9X12,CATHODIC PROTECTION	1	EA \$	4.11	\$ 4.11
TEE,PLA,8,IPS,BF,YELLOW,PE-2406	1	EA \$	69.82	\$ 69.82
TEST STATION,66",INTERNAL TERMINAL,YELLO	1	EA \$	24.14	\$ 24.14
TRANSITION FTG,8X8,YELLOW,PE-2406	1	EA \$	360.58	\$ 360.58
VALVE,BALL,PLA,6 INCH,FOR YELLOW PE PIPE	1	EA \$	389.70	\$ 389.70

VALVE,BALL,POLY,8",SDR 11.0,PE2406
WIRE COPPER.#10 AWG SOLID TYPE HMWPE

	Tot	al	\$ 82 911 18
FT	\$	0.25	\$ 1,519.00
EA	\$	698.21	\$ 2,094.63

## Exhibit B-2

# CenterPoint Energy Resources Corporation. Construction Cost Estimate

CNP Estimate-- FM 1093-Flewellen Place Ln To FM 1463

(2 Pages That Follow)

71217 Date Fort Bend County

Knm 6/28/17
Initial Date

J.M. Utility

#### **Centerpoint Energy Gas Facilities Relocation**

# Prop. CNP Gas Relocation for FM 1093 Westpark Extension Phase

#### CNP ID# 1403958007

Segment

2

Number of Days:

85

General Overhead:

20.51%

Purchase & Storage Indirect Cost:

12.65%

Project Description:

PROP. 8" IP STL along FM 1093

from Flewellen Place to FM 1463

CPE Project ID#

1403958007

ESTIMATE SUMMARY	
Engineering	\$ 21,600.00
Material	\$ 82,932.88
Purchase & Storage Indirect Cost	\$ 10,491.01
Labor - Contract	\$ 118,609.00
Contract Equipment Rental	\$ 132,132.50
Subtotal	\$ 365,765.39
General Overhead	\$ 75,018.48
TOTAL	\$ 440,783.87

<u>Description</u>	Quantity	<u>Days</u>	<u>Hours</u>		ate (hrly)		Amount
Engineering	1	45	8	\$ <del>T</del> o	60.00	\$ \$	21,600.0 21,600.0
Contract Labor				10	lai	Ą	21,600.0
Description	Quantity	Days	Hours	R	ate (hrly)		Amount
roreman	1	85	10	\$	26.70	\$	22,695.0
ead Laborer	1	85	10	\$	16.15	\$	13,727.5
aborer	2	85	10	\$	14.65	\$	24,905.0
Operator	1	85	10	\$	24.87	\$	21,139.5
Truck Driver	1	85	10	\$	15.25	\$	12,962.5
Welder	1	85	10	\$	27.27	\$	23,179.9
				To	tal	\$	118,609.0
Contractor's Equipment							
<u>Description</u>	Quantity	<u>Days</u>	<u>Hours</u>		ate (hrly)		<u>Amount</u>
Crew Truck W/ Torch, Air Comp	1	85	10	\$	37.40	\$	31,790.0
Misc. Tools and Water Pump	1	85	10	\$	10.75	\$	9,137.5
Pick Up Truck (1/2 Ton)	1	85	10	\$	7.00	\$	5,950.0
Rubber Tire Backhoe	1	85	10	\$	20.00	\$	17,000.0
Welding Truck	1	85	10	\$	14.30	\$	12,155.0
Boring Rig	1	85	10	\$	38.00	\$	32,300.0
Dump Truck ( 12-14 YD )	1	85	10	<u>\$</u>	28.00	\$	23,800.0
MATERIAL LIST				10	tal	\$	132,132.5
Material Description	Quantity		Unit		Rate		Amount
ABANDON AND SLURRY-FILL MATERIAL	41.15		CY	\$	150.00	\$	6,172.5
ANODE,MAG,HI POTENTIAL,32#,GALVOPAK,W/18	2		EA	\$	86.84	\$	173.6
CAP,PLA,4,IPS,BUTT FUSION,YELLOW,PE-2406	1		EA	\$	4.22	\$	4.2
CAP,PLA,6,IPS,BUTT FUSION,YELLOW,PE-2406	1		EA	\$	10.72	\$	10.7
	-		EA	\$	39.76	\$	79.5
CAP.WELD.8.STD	2				43.61	\$	43.6
	2 1			\$			
COUPLING,WELD,RED,6 X 4,STD,CONC	1		EA	\$ \$			114.9
COUPLING,WELD,RED,6 X 4,STD,CONC COUPLING,WELD,RED,8 X 6,STD,CONC	1 2		EA EA	\$	57.26	\$	114.5
COUPLING,WELD,RED,6 X 4,STD,CONC COUPLING,WELD,RED,8 X 6,STD,CONC ELL,90,WELD,8,STD,LR	1 2 11		EA EA EA	\$ \$	57.26 105.78	\$	1,163.5
COUPLING,WELD,RED,6 X 4,STD,CONC COUPLING,WELD,RED,8 X 6,STD,CONC ELL,90,WELD,8,STD,LR MARKER BALL,OMNI,MODEL #164,GAS	1 2 11 4		EA EA EA	\$ \$ \$	57.26 105.78 7.25	\$ \$ \$	1,163.5 29.0
COUPLING,WELD,RED,6 X 4,STD,CONC COUPLING,WELD,RED,8 X 6,STD,CONC ELL,90,WELD,8,STD,LR MARKER BALL,OMNI,MODEL #164,GAS MARKER,CARSONITE,62",YELLOW,HOUSTON	1 2 11 4 2		EA EA EA EA	\$ \$ \$ \$	57.26 105.78 7.25 11.87	\$ \$ \$ \$	1,163.5 29.0 23.7
COUPLING,WELD,RED,6 X 4,STD,CONC COUPLING,WELD,RED,8 X 6,STD,CONC ELL,90,WELD,8,STD,LR MARKER BALL,OMNI,MODEL #164,GAS MARKER,CARSONITE,62",YELLOW,HOUSTON MARKERS,GAS LINE CURB,2-1/2X1/8,TEST STA	1 2 11 4 2 2		EA EA EA EA EA	\$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01	\$ \$ \$ \$	1,163.5 29.0 23.7 6.0
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR MARKER BALL, OMNI, MODEL #164, GAS MARKER, CARSONITE, 62", YELLOW, HOUSTON MARKERS, GAS LINE CURB, 2-1/2X1/8, TEST STA MUELLER, H-17255, 8, LINE STOPPER, PC FTG	1 2 11 4 2 2 3		EA EA EA EA EA	\$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33	\$ \$ \$ \$ \$	1,163.5 29.0 23.7 6.0 4,260.9
COUPLING,WELD,RED,6 X 4,STD,CONC COUPLING,WELD,RED,8 X 6,STD,CONC ELL,90,WELD,8,STD,LR MARKER BALL,OMNI,MODEL #164,GAS MARKER,CARSONITE,62",YELLOW,HOUSTON MARKERS,GAS LINE CURB,2-1/2X1/8,TEST STA MUELLER,H-17255,8,LINE STOPPER,PC FTG MUELLER,H-17260,8,LINE STOPPER,BOTTOM OU	1 2 11 4 2 2 3 1		EA EA EA EA EA EA	\$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26	\$ \$ \$ \$ \$ \$	1,163.5 29.0 23.7 6.0 4,260.9 1,591.2
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR MARKER BALL, OMNI, MODEL #164, GAS MARKER, CARSONITE, 62", YELLOW, HOUSTON MARKERS, GAS LINE CURB, 2-1/2X1/8, TEST STA MUELLER, H-17255, 8, LINE STOPPER, PC FTG MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219W, ERW, 19.66#/FT, X52	1 2 11 4 2 2 3 1 3347		EA EA EA EA EA EA EA	\$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64	\$ \$ \$ \$ \$ \$ \$	1,163.5 29.0 23.7 6.0 4,260.9 1,591.2 65,735.0
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR MARKER BALL, OMNI, MODEL #164, GAS MARKER, CARSONITE, 62", YELLOW, HOUSTON MARKERS, GAS LINE CURB, 2-1/2X1/8, TEST STA MUELLER, H-17255, 8, LINE STOPPER, PC FTG MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219W, ERW, 19.66#/FT, X52 SIGN, 9X12, CATHODIC PROTECTION	1 2 11 4 2 2 3 1 3347 2		EA EA EA EA EA EA FT	\$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64 4.11	\$ \$ \$ \$ \$ \$ \$ \$	1,163.5 29.6 23.7 6.0 4,260.9 1,591.2 65,735.0
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR MARKER BALL, OMNI, MODEL #164, GAS MARKER, CARSONITE, 62", YELLOW, HOUSTON MARKERS, GAS LINE CURB, 2-1/2X1/8, TEST STA MUELLER, H-17255, 8, LINE STOPPER, PC FTG MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219W, ERW, 19.66#/FT, X52 SIGN, 9X12, CATHODIC PROTECTION TEE, WELD, 8, STD	1 2 11 4 2 2 3 1 3347		EA EA EA EA EA EA FT EA	\$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64 4.11 164.08	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,163.5 29.6 23.7 6.6 4,260.9 1,591.2 65,735.6 8.2 328.3
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR  MARKER BALL, OMNI, MODEL #164, GAS  MARKER, CARSONITE, 62", YELLOW, HOUSTON  MARKERS, GAS LINE CURB, 2-1/2 X 1/8, TEST STA  MUELLER, H-17255, 8, LINE STOPPER, PC FTG  MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219 W, ERW, 19.66 #/FT, X 52  SIGN, 9 X 12, CATHODIC PROTECTION  TEE, WELD, 8, STD  THREADOLET, 36 > 3/8 X 1/4, 3000 #, STD	1 2 11 4 2 2 3 1 3347 2		EA EA EA EA EA EA FT	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64 4.11 164.08 4.33	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,163.5 29.6 23.7 6.6 4,260.9 1,591.2 65,735.6 8.2 328.3
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR  MARKER BALL, OMNI, MODEL #164, GAS  MARKER, CARSONITE, 62", YELLOW, HOUSTON  MARKERS, GAS LINE CURB, 2-1/2 X 1/8, TEST STA  MUELLER, H-17255, 8, LINE STOPPER, PC FTG  MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219 W, ERW, 19.66 #/FT, X 52  SIGN, 9 X 12, CATHODIC PROTECTION  TEE, WELD, 8, STD  THREADOLET, 36 > 3/8 X 1/4, 3000 #, STD	1 2 11 4 2 2 3 1 3347 2		EA EA EA EA EA EA FT EA	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64 4.11 164.08	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,163.5 29.6 23.7 6.6 4,260.9 1,591.2 65,735.6 8.2 328.3
COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR MARKER BALL, OMNI, MODEL #164, GAS MARKER, CARSONITE, 62", YELLOW, HOUSTON MARKERS, GAS LINE CURB, 2-1/2X1/8, TEST STA MUELLER, H-17255, 8, LINE STOPPER, PC FTG MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219W, ERW, 19.66#/FT, X52 SIGN, 9X12, CATHODIC PROTECTION TEE, WELD, 8, STD THREADOLET, 36 > 3/8 X 1/4, 3000#, STD TRANSITION FTG, 4X4, YELLOW, OR EQUAL	1 2 11 4 2 2 3 1 3347 2 2		EA EA EA EA EA FT EA EA	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64 4.11 164.08 4.33	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,163.5 29.6 23.7 6.6 4,260.9 1,591.2 65,735.0 8.2 328.1 4.3
CAP, WELD, 8, STD COUPLING, WELD, RED, 6 X 4, STD, CONC COUPLING, WELD, RED, 8 X 6, STD, CONC ELL, 90, WELD, 8, STD, LR MARKER BALL, OMNI, MODEL #164, GAS MARKER, CARSONITE, 62", YELLOW, HOUSTON MARKERS, GAS LINE CURB, 2-1/2 X 1/8, TEST STA MUELLER, H-17255, 8, LINE STOPPER, PC FTG MUELLER, H-17260, 8, LINE STOPPER, BOTTOM OU PIPE, STL, FBC, 8, .219 W, ERW, 19.66 #/FT, X 52 SIGN, 9 X 12, CATHODIC PROTECTION TEE, WELD, 8, STD THREADOLET, 36 > 3/8 X 1/4, 3000 #, STD TRANSITION FTG, 4 X 4, YELLOW, OR EQUAL TRANSITION FTG, 6 X 6, YELLOW, PE-2406 VALVE, BALL, PLA, 4 INCH, FOR YELLOW PE PIPE	1 2 11 4 2 2 3 1 3347 2 2 1		EA EA EA EA EA FT EA EA EA	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	57.26 105.78 7.25 11.87 3.01 1,420.33 1,591.26 19.64 4.11 164.08 4.33 50.10 144.25	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,163.5

VALVE,BALL,POLY,8",SDR 11.0,PE2406

\$ 698.21 \$ 2,792.84

Total

\$ 82,932.88

EΑ

## **Exhibit C**

# CenterPoint Energy Resources Corporation Schedule of Work and Estimated Dates of Completion.

(As Shown Below)

CenterPoint Energy Gas Facilities Relocation FM 1093 Westpark Toll Road Extension Phase 2 CNP ID# 1403958007

The work will required 163 total working days to complete once property is staked and cleared. Work will commence about 40-60 working days following approval of Utility agreement and formal authorization to begin is provided by Fort Bend County. The work completion date is contingent upon Utility Agreement date of approval and formal notification to begin.

#### ESTIMATED TIME TO COMPLETE WORK

FM 1093 FROM STA 2195 TO STA 2260 78 WORKING DAYS
FM 1093-FLEWELLEN PLACE LN TO FM 1463 85 WORKING DAYS

7 112 17
Date
Fort Bend County

#### **CERTIFICATE OF INTERESTED PARTIES FORM 1295** 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-231411 CenterPoint Energy Resources Corp Houston, TX United States Date Filed: 06/30/2017 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Fort Bend County Date Acknowledged: 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. Relocation of CenterPoint natural gas facilities ahead of Fort Bend County Tollway work. Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Intermediary Controlling

5	Check only if there is NO Interested Party.	X	·		
6	AFFIDAVIT	Lswear or	affirm, under penalty of periury, that the above	disclosure is true	and correct.

JENNIFER L WOODALL

Notary Public, State of Taxaa

My Commission Express 10-12-20'9

EPIX DOTAFFEE EXCEPTS EAC. PASSES

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said **Randy in Peyole**, this the 10 day of 3414 day of 2017, to certify which, witness my hand and seal of office.

Ĺ	ante Awadal	benn. FER L Was	eDall	OPERATION.
J	Signature of officer administering oath	Printed name of officer administering oath	Title o	f officer administering oath

## CERTIFICATE OF INTERESTED PARTIES **FORM 1295** 1 of 1 **OFFICE USE ONLY** 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2017-231411 CenterPoint Energy Resources Corp Houston, TX United States Date Filed: 06/30/2017 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Fort Bend County 07/18/2017 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. Relocation of CenterPoint natural gas facilities ahead of Fort Bend County Tollway work. Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Intermediary Controlling 5 Check only if there is NO Interested Party. 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