

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT

SH 364 (La Homa Rd) TEXAS GAS SERVICE, a Division of ONE Gas, Inc. GAS LINE ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and *Texas Gas Service, a division of ONE Gas, Inc.*, hereinafter referred to as "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 State of Texas has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration located on the highway as indicated above;

WHEREAS; the County is a county in the State of Texas;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: *Relocation of an Underground 8" High Pressure Steel Gas Line* to accommodate the proposed roadway widening being performed by the Texas Department of Transportation and more specifically shown in the Utility's plans, specifications and estimated costs, which are attached hereto in Attachment "A";

WHEREAS, the County, in receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain facilities located upon lands as indicated in Attachment "A";

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the County and the Utility agree as follows:

1. The County will pay the Utility all eligible actual costs which are incurred in the adjustment, removal, and/or relocation of the Utility's facilities.
2. The Utility agrees that all conduct under this agreement, including but not limited to the adjustment, removal, and/or relocation of the facility, the development of reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. The Utility agrees to supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to commencement of construction.

3. 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 the County, or may, with the County's written approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. The bill for the work hereunder will be submitted to the County not later than ninety (90) days after completion of the work.
4. Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to proceed with the necessary adjustment, removal, and/or relocation. The Utility agrees to proceed in a diligent manner and will take all prudent actions to avoid delay or interference with the highway construction.
5. The Utility will endeavor to perform this work at its earliest window of opportunity.
6. The County will, upon satisfactory completion of the relocation or adjustment, receipt of a proper certification by the Utility that the work has been completed in accordance with the approved plans and specifications, receipt and verification of the bill prepared in an approved form and manner, and concurrence by TxDOT, make payment to the Utility.
7. This agreement in its entirety consists of the following:
 - a. LPA Standard Utility Agreement;
 - b. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
 - c. Accounting Method (Attachment "B")(2 Originals)
 - d. Schedule (Start & End Dates) (Attachment "C")(2 Originals)
 - e. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "D")(2 Originals);
 - f. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "E")(2 Originals and 1 copy of recorded instrument);
 - g. Eligibility Ratio(Attachment "F")(2 Originals),
 - h. Cost Comparison (if Betterment) (Attachment "G")(2 Originals),
 - i. Betterment Statement (Attachment "H")(2 Originals),
 - j. Quit Claim Deed – TxDOT ROW-N-30 (Attachment "I")(2 Originals), if applicable,
 - k. Joint Use Agreement (Attachment "J")(2 Originals), if applicable.

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 of this agreement or a written change or extra work order approved by the County.

8. The Utility agrees to provide "as-built" plans to the County within sixty (60) days of the completion of the work.
9. This agreement is subject to immediate 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.
10. The Utility by execution of this agreement does not waive any of the rights which the Utility may have within the limits of the law.
11. It is expressly understood that the Utility conducts the adjustment, removal, and/or relocation using its own methods, and that the Utility agrees to indemnify and hold the County harmless for any and all damages and attorney's fees caused by the Utility's actions and/or conduct.
12. The Utility affirms that it has the authority to enter into this agreement, and that it has obtained the approval, if necessary, from any bankruptcy court exercising jurisdiction over the Utility.
13. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Utility: Texas Gas Service, a division of ONE Gas, Inc.
Attention: Jim Jarret, Vice President of Operations
1301 South MoPac, Suite 400
Austin, Texas 78746

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

14. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

15. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
16. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas
17. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. Assignment: This Agreement shall not be assignable.
19. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
21. Authority to Execute. The execution and performance of this Agreement by the Utility and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Utility and County in accordance with its terms.
22. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

TEXAS GAS SERVICE, a Division of
ONE Gas, Inc.

T.G.
ll

By: [Signature]
Jim Jarret, VP of Operations

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

[Signature]
County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 2/16/16

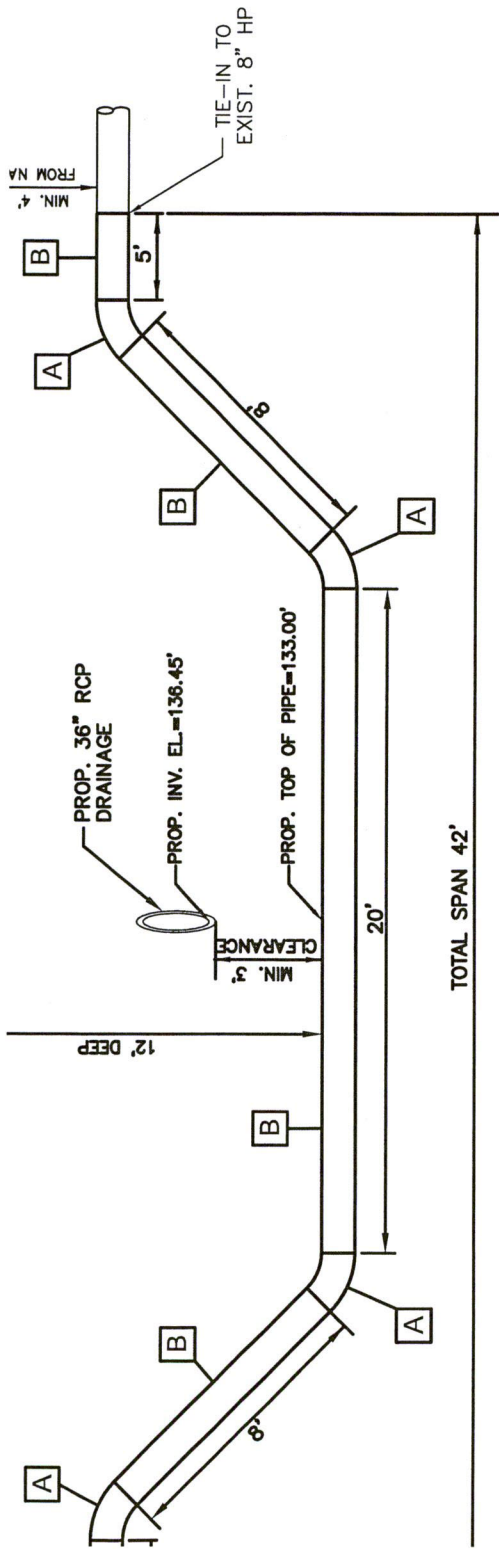
APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: [Signature]
Stephen L. Crain

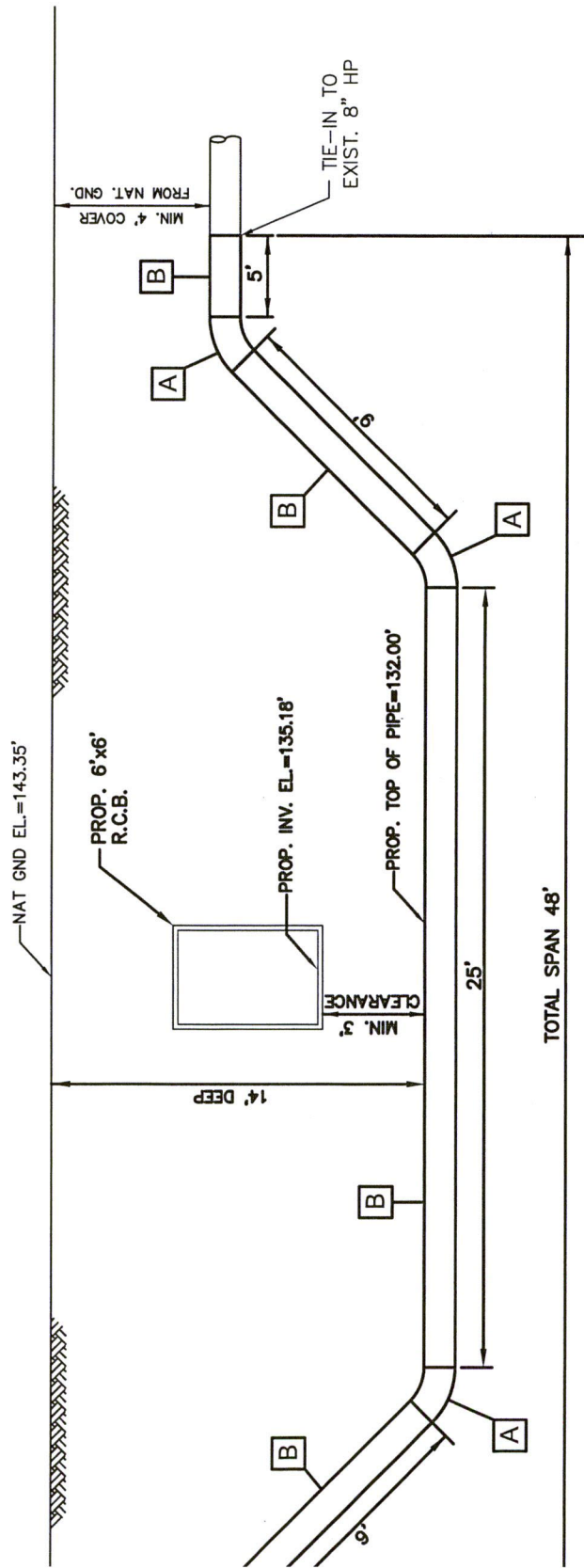
Attachment “A”

Plans, Specifications & Cost estimate



TYPICAL 8" OFFSET-DETAIL "A"

SCALE: N.T.S.



TYPICAL 8" OFFSET-DETAIL "B"

SCALE: N.T.S.

ITEM	QTY.	DESCRIPTION
A	8	8" ELBOW-
B	100'	8.625" OD,
*	5	TRENTON F



5602 E. Grimes Road
Harlingen, Texas 78553
956-444-3931 • texasgasservice.com

November 18, 2015

Mr. Robert Macheska, P.E., C.F.M
900 S. Stewart Road, Suite 9
Mission, Texas 78572

**RE: SH364 (La Homa Road) Utility Relocation Package
Mission, Texas**

Mr. Macheska:

Attached is the Capital Job Order (FORM 765-K) for the compensable Texas Gas Service pipeline adjustments required for the SH364 (La Homa Road) project. The estimated total cost for the adjustments is \$213,226. This includes installation construction and retirement costs.

Please keep in mind that this Standard Utility Agreement is an actual cost agreement. The estimated total may vary from the final cost of adjustment due to material and contract labor costs. If you have any questions, feel free to contact our office.

Sincerely,

Rene C. Casares, P.E.
Engineering Supervisor

cc: Ulises Garcia, P.E. – Engineer III
Tom Capps – Director of Operations - RGV

CAPITAL JOB ORDER

FORM 765-K - Mains
 Estimate Number: 2015002987

Area Approval
 Regional Approval

JOB ORDER NO.
091.055.7736.XXXXXX

Rates Mech: CIP / Funding Type:

Title Mission	Job Description CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IMPROVEMENTS
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Scope Of Work REPLACE APPROX. 420 FT. OF 8" STEEL GAS LINE IN ORDER CLEAR CONFLICTS WITH NEW STORM DRAIN AND OUTFALL PROJECT BY TXDOT.	COSTS:	RETIREMENT	CONSTRUCTION
	Material Amt	0	2,628
	Stores Exp-18%	0	473
	Purchase Material	11,894	1,362
	Co. Const. Lab	1,000	2,960
	Other Co. Labor	0	0
	Total Co. Labor	1,000	2,960
	Ind. Labor-40.75%	407	1,206
	Vehicle Costs	160	500
	R/W & Damages	0	0
	Pvg. Repairs	0	0
	Contract Costs	51,553	61,670
	Contract S/Tax-0%	0	0
	Contract Costs-Ex	0	0
		0	0
	Subtotal	65,014	70,799
	Salvage	0	
	Const Over-57%	37,058	40,355
	Net Cost	102,072	111,154
	Allowable		0
	Deposit/Contrib.	0	0
	Net Investment	102,072	111,154

Date Prepared 06/04/15	Tech ID OKE08713	District/Area RGV	Contributor's Name (Attach Agreement)
Orig JO or Acquisition (Year)	Related JO Nos.	Connecting JO Nos.	

Atlas Pg.	City/County HIDALGO	Location (Qtr., Sec., Twp., Rge.) 1/4NW-S00-T00S-R00E	Grid No.	MR No.						
Pre-Const Requirement	US Hwy.	St. Hwy. X	Co. Rd.	RR Cross.	Environ.	R/W X	Survey	KCC	Irr/Drain	Ad Valorem 108000000
Inspector	Contractor									

Pipe Size & Kind	8 5/8 BS	8 FBE/CS								Total Feet
Install	100									100
Abandon/Salvaged		100								100
Min. Test Pressure	600 PSI									Const. Cost/Ft.
Test Medium	WATER									1,111.54
Test Duration	8 HRS									Class
PRESSURE DATA	Design 915 PSIG	Actual 320 PSIG	Allow 366 PSIG							
Pressure & Capacity	Load MCF/H		Capacity MCF/H	Upstream Pressure		Downstream Pressure				
Present	Minimum	Maximum		Minimum	Maximum					
Proposed										

MATERIALS

Est. Quantity	Unit Price	Amount	Material Items
INSTALLED FACILITIES			
100	16.10	1,610	PIPE, ST, 8.625 IN OD, 0.250 WT, X52, ERW, BARE, DRL, API 5L, 22.38 LBS PER FT, BEV
22	46.25	1,018	COATING, TWO LTR KIT, BASE AND HARDENER, EPOXY KIT, FOR COATING REP, HIGH BUILD, DENSO
MAJOR/RECONCILED GENERIC MATERIALS			
2	5,946.81	11,894	TDW 8" SINGLE STOPPLE
8	170.22	1,362	ELBOW, 8 INCH, STEEL, WE, 45 DEG LR, STD, Y52, SEAMLESS
ABANDON FACILITIES			
100		0	RETIRE-PIPE-TH FILM ST / COAT & WRAP 8 IN
	Total	15,884	Retire: 11,894 - Construction: 3,990

REMARKS

***** ALL MATERIALS NEED TO COMPLY WITH "BUY AMERICA" COMPLAINT MATERIALS*****

APPROVALS/DATE

DESIGN WORK POINT DETAIL

FORM DWPD (05/03)

ESTIMATE NUMBER: 2015002987

JOB ORDER NO.

091.055.7736.XXXXXX

TITLE Mission	JOB DESCRIPTION CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IM
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Point: 1.00		Span to: 2.00		Span Len: 1.00		Task: 137600-Mains		AVTC: 108000000	
Remarks: MAIN MATERIALS									
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL				
008000264	PIPE, ST, 8.625 IN OD, 0.250 WT, X52, ERW, BARE, DRL, API 5L, 22.38 LBS PER FT, BEV	FT	100	16.10	1,610.00				
240000794	COATING, TWO LTR KIT, BASE AND HARDENER, EPOXY KIT, FOR COATING REP, HIGH BUILD, DENSO	KIT	22	46.25	1,017.50				
GENERICMATERIAL	ELBOW, 8 INCH, STEEL, WE, 45 DEG LR, STD, Y52, SEAMLESS	EA	8	170.22	1,361.76				
Work Point Total					3,989.26				

Point: 2.00		Span to: 3.00		Span Len: 1.00		Task: 137600-Mains		AVTC: 108000000	
Remarks: COMPANY LABOR									
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL				
GENERICLABORCOMPNY	INSPECTOR	DAY	10	250.00	2,500.00				
GENERICVEHICLE	INSPECTOR VEHICLE	DAY	10	40.00	400.00				
GENERICLABORCOMPNY	PC&M TECH	DAY	2	230.00	460.00				
GENERICVEHICLE	PC&M VEHICLE	DAY	2	50.00	100.00				
Work Point Total					3,460.00				

DESIGN WORK POINT DETAIL

FORM DWPD (05/03)

ESTIMATE NUMBER: 2015002987

JOB ORDER NO.

091.055.7736.XXXXXX

TITLE	JOB DESCRIPTION
Mission	CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IM

Point: 3.00	Span to: 4.00	Span Len: 1.00	Task: 137600-Mains	AVTC: 108000000	
Remarks: CONTRACTOR LABOR					
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL
GENERICLABORCONTRCT	CONTRACTOR LABOR - HYDRO TEST	EA	1	8,500.00	8,500.00
GENERICLABORCONTRCT	X-RAY INSPECTION	DAY	4	1,300.00	5,200.00
GENERICLABORCONTRCT	FOREMAN	HR	100	39.00	3,900.00
GENERICLABORCONTRCT	OPERATOR	HR	100	32.00	3,200.00
GENERICLABORCONTRCT	OPERATOR	HR	100	32.00	3,200.00
GENERICLABORCONTRCT	LABORER	HR	100	26.00	2,600.00
GENERICLABORCONTRCT	LABORER	HR	100	26.00	2,600.00
GENERICLABORCONTRCT	WELDER	HR	100	92.00	9,200.00
GENERICLABORCONTRCT	WELDER	HR	100	92.00	9,200.00
GENERICLABORCONTRCT	MINI EXCAVATOR	HR	100	53.00	5,300.00
GENERICLABORCONTRCT	1 TON TRUCK	HR	100	53.00	5,300.00
GENERICLABORCONTRCT	CONTRACTOR - DRYING LINE OPERATIONS	HR	2	675.00	1,350.00
GENERICLABORCONTRCT	CONSULTANT - ENGINEER I	HR	2	60.00	120.00
GENERICLABORCONTRCT	CONSULTANT - DRAFTING TECHNICIAN III	HR	18	55.00	990.00
GENERICLABORCONTRCT	CONSULTANT - SURVEY PARTY CREW	HR	8	120.00	960.00
GENERICLABORCONTRCT	CONSULTANT - ADMINISTRATIVE ASSISTANT	HR	2	25.00	50.00
Work Point Total					61,670.00

Point: 4.00	Span to: 5.00	Span Len: 1.00	Task: 237600-Retire Mains	AVTC: 108000000	
Remarks: RETIREMENT LABOR COSTS					
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL
GENERICLABORCONTRCT	FOREMAN	HR	40	39.00	1,560.00
GENERICLABORCONTRCT	OPERATOR	HR	40	32.00	1,280.00
GENERICLABORCONTRCT	OPERATOR	HR	40	32.00	1,280.00
GENERICLABORCONTRCT	LABORER	HR	40	26.00	1,040.00
GENERICLABORCONTRCT	LABORER	HR	40	26.00	1,040.00
GENERICLABORCONTRCT	WELDER	HR	40	92.00	3,680.00
GENERICLABORCONTRCT	WELDER	HR	40	92.00	3,680.00
GENERICLABORCONTRCT	MINI EXCAVATOR	HR	40	53.00	2,120.00
GENERICLABORCONTRCT	1 TON TRUCK	HR	40	53.00	2,120.00
GENERICLABORCOMPNY	INSPECTOR	DAY	4	250.00	1,000.00
GENERICVEHICLE	INSPECTOR VEHICLE	DAY	4	40.00	160.00
GENERICLABORCONTRCT	TDW LABOR INPUTS	KIT	2	16,876.70	33,753.40
Work Point Total					52,713.40

DESIGN WORK POINT DETAIL

FORM DWPD (05/03)

ESTIMATE NUMBER: 2015002987

JOB ORDER NO. 091.055.7736.XXXXXX
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TITLE Mission	JOB DESCRIPTION CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IM
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Point: 5.00	Span to: 6.00	Span Len: 1.00	Task: 237600-Retire Mains	AVTC: 108000000	
Remarks: RETIREMENT MATERIAL COSTS					
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL
GRETPTF8	RETIRE-PIPE-TH FILM ST / COAT & WRAP 8 IN	FT	100	0.00	0.00
GENERICMATERIAL	TDW 8" SINGLE STOPPLE	KIT	2	5,946.81	11,893.62
Work Point Total					11,893.62