

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1 TO CR 108**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Seminole Pipeline Company, LLC. (***the "Utility"***) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on February 6, 2012 concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: Extra work required due to rocker layer encountered during excavation, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **\$1,287.65** to a total of **\$232,929.44**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No 1 TO CR 108
(con't.)

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

WILLIAMSON COUNTY

Utility: Seminole Pipeline Company, LLC
Name of Utility

By: _____
Authorized Signature

By: Michael D. Brown
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Land Manager

Title: Williamson County Judge

Date: 8.7.12

Date: _____

ATTACHMENT “A”

Plans and Estimates:

PROJECT COST REPORT

AFE No.: **P02208**

Date: 01/25/12

08/07/12

PROJECT: **CR108 Rd Relocation- Extend 18" Casing on 14" Line No.1**

By: Jonathan Reyes

Jonathan Reyes

Location: **Williamson County, TX**

Economics: **100% Reimbursable by Williamson County, TX**

Acct Code	Description	Estimated Budget	Actual Spent
953	ROW Acquisition Services	\$ -	\$ 3,192.34
951	Land & P/L ROW	\$ 3,000.00	
964	Permits, Legal, & Prof. Services	\$ 2,000.00	
A. Sub-total Land		\$ 5,000.00	\$ 3,192.34
918	Pumps & Drivers		
919	Storage Vessels		
921	Fire & Safety Equipment		
929	Special Equipment & PC Hardware		
930	Electrical		
931	Foundations		
932	Instrumentation and PC Software		
934	Protective Coatings	\$ 1,784.47	
935	Piping		
936	Structural		
942	Earthwork & Site Grading		
945	Roads, Driveways, & Railsurs		
B. Sub-total Account Material		\$ 1,784.47	\$ -
904	Contract Project Management	\$ 8,000.00	\$ 6,188.80
905	Mustang Engg - Design & Detail Dwg 14368-9904	\$ 16,820.00	
907	Site Inspection Services	\$ 11,900.00	\$ 30,943.56
908	Enterprise Engineering & Insp., Procurement	\$ 4,400.00	\$ 623.22
963	Capitalized Interest		
965	Environmental Mitigation		
982	General Field Expense		
983	Operations & Maint Dept. Assistance - NO Charges	\$ 4,450.00	
985	Home Office and Travel	\$ 1,000.00	\$ 214.16
987	General Contracts	\$ 121,800.00	\$ 161,385.26
C. Sub-total ALL Labor & Contracts		\$ 168,370.00	\$ 199,355.00
TOTAL DIRECTS (A+B+C)		\$ 175,154.47	\$ 202,547.34
988	Contingency	15% \$ 26,273.17	\$ -
989	Construction G&A Overhead	15% \$ 30,214.15	\$ 30,382.10
PROJECT TOTAL		\$ 231,641.79	\$ 232,929.44
NOT-TO EXCEED ESTIMATE		\$ 231,641.79	\$ (1,287.65)

Final Billing to Williamson County = \$232,929.44