

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1 TO CR 110 South**

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 March 18, 2016, 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: inspection, recoating and installation of a pair of pipeline protection slabs over the fourteen-inch (14") Seminole Loop pipeline, Line No. 50 to accommodate the proposed highway widening project in Hutto, Williamson County, Texas (the "Work", 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 **\$307,032.00** for a total of **\$657,771.00**. 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.

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(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: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Paul D. Lair
Agent and Attorney-in-Fact

Title: Williamson County Judge

Date: 7-14-16

Date: _____

ATTACHMENT “A”

Plans and Estimates:

Exhibit "A-1"

Encroachment Project Estimate -14 inch LID 50

Project Title: FE ENCR CR 110 – Line 50 - Pipeline Protection Slab

Project ID: DB-8026

Location: Hutto, Williamson County, Texas

AFE No.:

The scope of this project is to inspect, recoat, and implement a pair of pipeline protection slabs over the 14-inch Seminole Loop Line ID 50 pipeline to accommodate the proposed highway widening planned by Dannenbaum Engineering in Hutto, Williamson County, Texas 78634.

Date: 4/27/2016

Owner: Seminole Pipeline Company, LLC. (100%)

Revised:

Operator: Enterprise Products Operating LLC

By: G. John

Checked: E. Choong

Project Type: Reimbursable AFE - 100% cost to Williamson County, Texas

ACCOUNTING CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB-TOTAL
904	ENTERPRISE SALARIES AND WAGES Project Manager Safety Coordinator Corrosion Technician Environmental Scientist Sr. Land Representative Pipeline Technician	120 8 8 12 16 16	days hours hours hours hours hours	\$150 \$90 \$65 \$120 \$90 \$90	\$18,000 \$720 \$520 \$1,440 \$1,440 \$1,440	 \$23,560
905	OUTSIDE ENGINEERING/SURVEY SERVICES Pipeline Engineering 3 man Survey crew	70 3	hours days	\$150 \$3,000	\$10,500 \$9,000	 \$19,500
907	OUTSIDE INSPECTION SERVICES Inspector - Chief Inspector Contract Operations Representative (COR)	20 20	days Days	\$1,200 \$1,200	\$24,000 \$24,000	 \$48,000
964	PERMITS, LEGAL & PROF. SERVICES Professional Services Contract Encroachment Engineer	12	hours	\$100	\$1,200	\$1,200
951	LAND & P/L RIGHT OF WAYS Damages - Temporary Work Space	2	lot	\$5,000	\$10,000	\$10,000.00
987	GENERAL CONSTRUCTION CONTRACTS Install pipeline protection slab Contractor Mobilize/Demobilize Excavate and Expose PL Implement pipeline protection slab Materials - Concrete Materials - Steel Rebar Cleanup, disposal & site restoration Non Destructive Evaluation Services Timber Mat Allowance - 50' x 75' Workspace (4' x 16' x 8" rental, haul, labor)	690 2 30	SQ.FT days mats	\$160.00 \$3,000 \$450	\$110,400 \$6,000 \$13,500	 \$129,900
	SUB-TOTAL					\$232,160
988	CONTINGENCY	15%	Basis	\$232,160	\$34,824	\$34,824
989	PROJECT OVERHEAD	15%	Basis	\$266,984	\$40,048	\$40,048
	Grand Total					\$307,032

Notes:

1. Estimate is based on the following:

a.) Fair to good weather.

b.) Project overhead is the percentage by which direct expenses are multiplied to recover internal labor, supervision, management, pipeline overhead, corporate overhead, and cost of capital for company employees not directly charging to the project.

c.) Contingency is included at 15% of cost.

COST PARTICIPATION BREAKDOWN		
ENTERPRISE	0%	\$ -
Williamson County, TX	100%	\$ 307,032

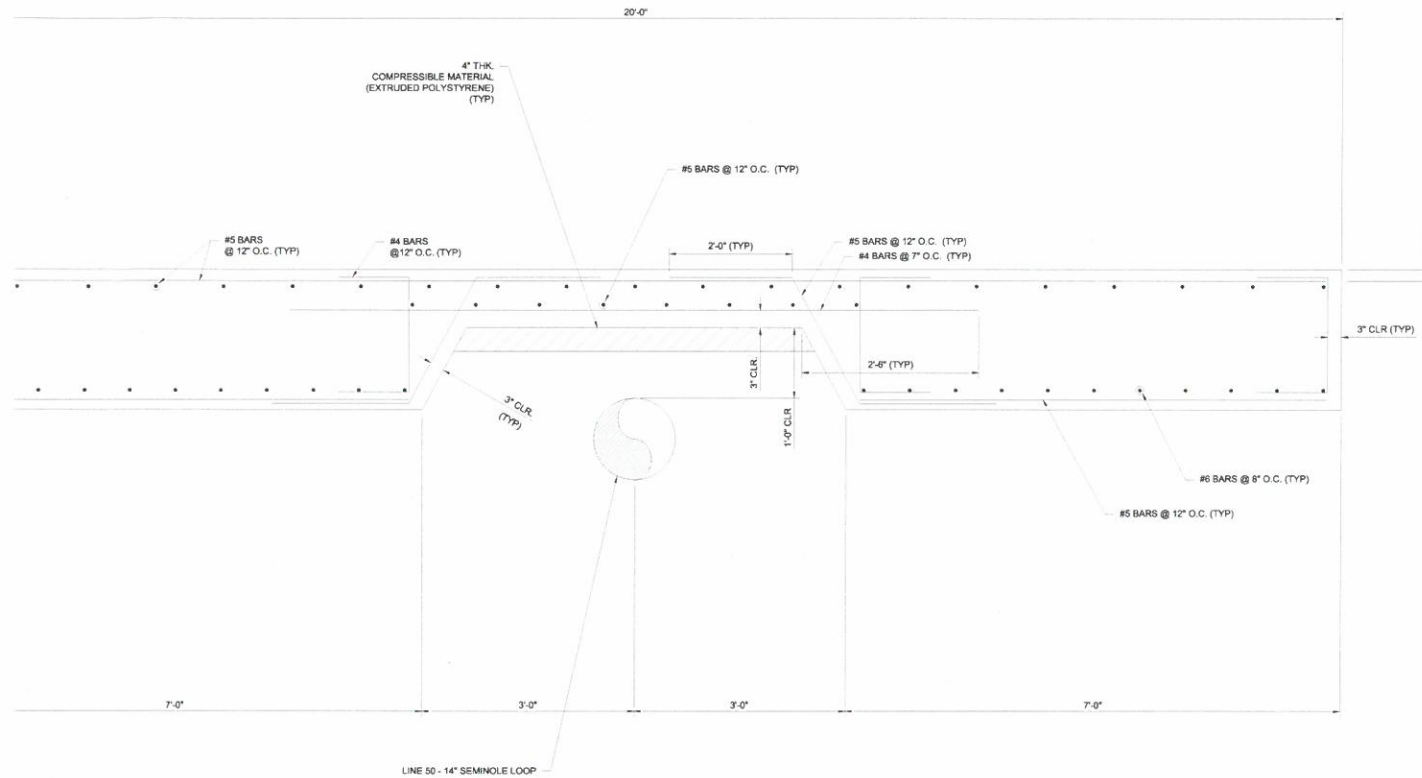
Exhibit "A-2"

CONCRETE NOTES:

1. CONCRETE DESIGN PERFORMED IN ACCORDANCE WITH ACI 318-11.
2. CONCRETE SHALL BE 4000 PSI MIX UNLESS OTHERWISE NOTED. DO NOT INCLUDE ANY ADMIXTURE WITHOUT OWNER'S PRIOR APPROVAL.
3. CONTRACTOR SHALL SUBMIT TO LJA ENGINEERING FOR APPROVAL OF THE CONCRETE MIX DESIGN PRIOR TO INSTALLATION.
4. COLD JOINTS SHALL NOT BE PERMITTED UNLESS APPROVED BY LJA ENGINEERING AND EXCEPT AS INDICATED IN PLANS.
5. ALL REINFORCEMENT SHALL BE GRADE 60 KSI CONFORMING TO ASTM A615. REINFORCEMENT SHALL BE SUPPORTED, SECURED, AND OR TIED WITH APPROVED DEVICES OR IN AN APPROVED MANNER.
6. FIELD FLAME CUTTING, FLAME BENDING AND OR WELDING OF REINFORCEMENT IS NOT PERMITTED UNLESS OTHERWISE NOTED.
7. ALL COLD BENDING, SPLICES, EMBEDMENTS AND LAPS OF REINFORCEMENT SHALL BE PER THE LATEST EDITION OF ACI MANUAL.
8. ALL CONCRETE INSTALLATION, CURING, FINISHING, REPAIRS, ETC SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF ACI-318.
9. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.
10. CONCRETE FINISHES ON ALL EXPOSED EDGES OF CONCRETE FOUNDATIONS AND STRUCTURES SHALL HAVE A 1" CHAMFER UNLESS NOTED OTHERWISE.
11. AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
 - A. ASTM C143 "STANDARD TEST FOR SLUMP OF PORTLAND CEMENT CONCRETE." ALL CONCRETE SHALL CONTAIN A MAXIMUM SLUMP OF 4" UNLESS THE CONTRACTOR USES A SUPER PLASTICIZING ADMIXTURE.
 - B. ASTM C39 "STANDARD TEST FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS." A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS. FOR EVERY 50 CUBIC YARDS OR A FRACTION THEREOF, PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS: (1) AT 7 DAYS (1) AT 14 DAYS (1) AT 28 DAYS.
- ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDERS MAY BE DISCARDED.
12. THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE A MINIMUM OF 24 HOUR NOTICE FOR PRE-POUR REINFORCING STEEL INSPECTION. NO CONCRETE SHALL BE PLACED WITHOUT A PRE-POUR INSPECTION UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED.

SITE PREP NOTES:

1. EXCAVATION SHOULD BE DONE WITH A SMOOTH-MOUTHED BUCKET. IF A TOOTHED BUCKET IS USED, EXCAVATION SHOULD BE STOPPED 12" ABOVE FINAL GRADE AND EXCAVATION COMPLETED WITH SMOOTH-MOUTHED BUCKET OR BY HAND LABOR.
2. FOR MACHINE EXCAVATION, MIN. DISTANCE FROM CENTERLINE OF PIPE = $\frac{1}{2}$ NOM. DIA. + 14".
3. ANY EXCAVATION COMPLETED WITHIN 2 FEET OF THE PIPELINE WILL BE DONE BY HAND.
4. NATIVE SOIL SUPPORTING FOUNDATIONS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY, AS DETERMINED BY THE STANDARD PROCTOR (ASTM D698), AND AT OR 3% ABOVE OPTIMUM MOISTURE CONTENT.
5. SELECT FILL SHALL BE HOMOGENOUS, FREE FROM ORGANICS, CLAY BALLS, AND OTHER DELETERIOUS MATERIALS.
6. SELECT FILL SHALL HAVE A MINIMUM LIQUID LIMIT OF 40, A PLASTICITY INDEX BETWEEN 7 AND 16, GREATER THAN 35% PASSING NO. 200 SIEVE, AND NO PARTICLES EXCEEDING 1 1/2" IN SIZE.
7. SELECT FILL SHALL BE PLACED IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO A MINIMUM DENSITY OF 95% MAXIMUM DRY DENSITY, AS DETERMINED BY THE STANDARD PROCTOR TEST (D698) AND AT OR 3% ABOVE OPTIMUM MOISTURE CONTENT.



01 PIPELINE PROTECTION SLAB - 14" LID 50
SCALE: 1/2" = 1'-0"

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386



PIPELINE PROTECTION SLAB DETAILS

LINE 50 PIPELINE PROTECTION
WILLIAMSON COUNTY, TEXAS
DRAWING SCALE 1/2" = 1'-0"



NO.	REVISION	DRAWN	CHECKED	APPROVED	DATE	DRAWN BY	CHECKED BY	APPROVED BY	DATE	ENTERPRISE #	AFE-XXXX
A	ISSUE FOR REVIEW	JPM	CCW	RCW	XX/XX/XX	JPM	CCW	RCW	01/19/16		

DOCUMENT CONTROL # XXXXX-21DT-1
DRAWING NUMBER XXXXX-21DT-0001

Received

AUG 11 2016

HNTB Corporation
Round Rock



LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Date: August 10, 2016

CobbFendley Job: _____

Re: CR 110 South

Supplemental Agreement for Seminole

ATTENTION: Eddie Church, P.E.

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	Seminole's – Supplemental Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ As Requested

☐ For Your Use

☐ For Review & Comment

Mr. Eddie Church:

We have reviewed and recommend execution of Seminole's Supplemental Utility Agreement Package.

If you have any questions, please let me know.

Thank you,

Copy To

File

Received By: _____

Date & Time: _____

SIGNED

Melissa Horn, Principal