

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN AN AGREEMENT WITH MAGELLAN PIPELINE COMPANY, L.P., FOR THE PARTIAL COSTS OF RELOCATING A GAS PIPELINE CROSSING LOCATED AT 48TH AND RAYNOR PARKWAY

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. § 39-1402 (Reissue 2012);

WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with the firm of Magellan Pipeline Company L.P. ("Magellan") that reimburses Magellan for the partial costs of relocating a gas pipeline crossing located at 48th and Raynor Parkway;

WHEREAS, it is necessary to relocate said gas pipeline because it is currently located in a portion of Project No. C-77(3503);

WHEREAS, the Agreement is for services that are unique, non-competitive, and professional; and

WHEREAS, entering into the Agreement with Magellan is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the Agreement with Magellan, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement.

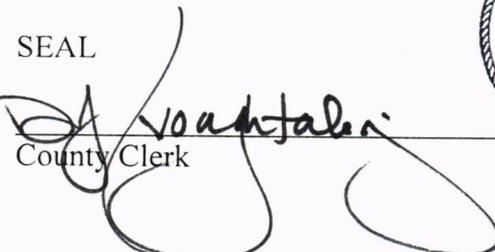
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 6th day of August, 2013.



Sarpy County Board Chairman

Attest:

SEAL



County Clerk



AGREEMENT

SARPY COUNTY PUBLIC WORKS DEPARTMENT
MAGELLAN PIPELINE COMPANY, L.P.
PROJECT NO. C-77(9503)
48TH & RAYNOR
ENGINEERING, CONSTRUCTION AND CONSTRUCTION SERVICES

THIS AGREEMENT made and entered into by and between Magellan Pipeline Company, L.P., hereinafter referred to as the "Utility" and Sarpy County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County has plans for the information to include grading, concrete pavement & shoulders;

WHEREAS, said construction will be undertaken under the project designation: C-77(9503) ("Project")

WHEREAS, the Utility owns and operates a gas pipeline facility ("Facility") located in a portion of the Project, specifically 48th and Raynor Parkway;

WHEREAS, because of the construction, it becomes necessary for the Utility to adjust some of its Facility along the Project;

WHEREAS, the Utility is willing to re-locate its Facility where necessary in accordance with the conditions hereinafter provided in this agreement;

WHEREAS, the County is willing to reimburse the Utility for its costs to relocate its Facility; and

WHEREAS, the County is willing to pay the Utility for expenses incurred in connection with the relocation of its Facility as provided by Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement," and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the Federal Highway Administration.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The Utility hereby agrees to furnish, or cause to be furnished, all of the tools, labor, equipment and materials necessary for the relocation of its Facility as made necessary by construction.

SECTION 2. The description of work to be performed and the estimate of costs prepared by the Utility have been approved by the County and are hereby made a part of this agreement. These items are attached as Exhibit "B." The total amount of this estimate is \$47,000.00 of which \$25,000.00 is the share of the cost chargeable to the County.

SECTION 3. The Utility agrees, as a part of the above described estimate to advise the County as to the method which will be used in accumulating the actual costs. If this method is

prescribed by a Federal or County or State regulatory body, a statement to that effect shall be made by the Utility. If the accounting method is not prescribed by an agency of the Federal or County or State Government, it shall be described in the Utility's estimate and be approved as a part of this agreement.

SECTION 4. The Utility may submit progress billings for the portions of its rehabilitation that have been completed. The Utility agrees not to submit progress billings for amounts less than \$2,500.00. The County will make progress payments, based upon satisfactory prosecution of work, for 95 percent of the amount billed. The County will limit its payments to 95 percent of the approved estimate referenced in Section 2 of this agreement pending the results of the final cost audit. The County will make every effort to pay the Utility within thirty days of receipt of the Utility's invoice.

SECTION 5. The Utility agrees that the billing will be prepared and submitted in a manner to allow comparison with the approved estimate.

SECTION 6. All work required by this agreement shall be completed by the Utility only. Accordingly, the Utility agrees and understands that it will not contract or sub-contract any of the work that is required by the Agreement.

SECTION 7. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement," and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference.

SECTION 8. All traffic controls must comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). If the County furnishes the Utility a traffic control plan, the Utility must comply with the plan. The County has the right to shut down a Utility work area not in compliance with the Manual on Uniform Traffic Control Devices.

SECTION 9. The Utility shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement. Furthermore, pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb.

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Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

SECTION 10. The Utility agrees that it will fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb. Rev. Stat. §48-601 through 48-671.

SECTION 11. Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

SECTION 12. During the course of services provided for by this Agreement, the Utility shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage identified in this section shall be kept in force during the life of the Agreement and if there is any event of cancellation or, or material change in any of the insurance coverage, the Utility shall notify the County immediately. The Utility shall furnish proof of insurance coverage, if requested by the County.

SECTION 13. The Utility agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Utility, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska

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Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Utility.

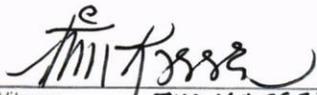
SECTION 14. This agreement, Exhibit A, and Exhibit B contain the entire agreement between the County and the Utility, and there are no other written or oral promises, contracts or warrants which may affect it. The Agreement cannot be amended except by written consent of both the County and the Utility

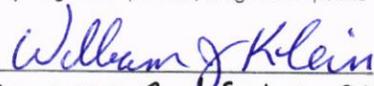
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Utility this 27 day of August, 2013.

ATTEST:

MAGELLAN PIPELINE COMPANY, L.P.
By its general partner, Magellan Pipeline GP, LLC


Witness TIM KASSEN
senior Real Estate Rep.


Manager, Real Estate Services
William J. Klein

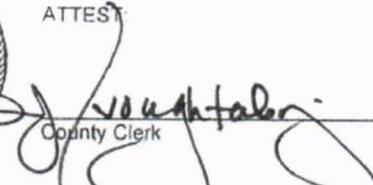


EXECUTED by the COUNTY this 6th day of August, 2013



ATTEST:

SARPY COUNTY BOARD


County Clerk


Sarpy County Board Chairman

Approved as to form:


Sarpy County Attorney

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NONDISCRIMINATION CLAUSES

During the performance of this contract, the Magellan Pipeline Company, L.P. for itself, its assignees and successors in interest (hereinafter referred to as the "Utility"), agrees as follows:

- (1) Compliance with Regulations: The Utility will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Utility, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Utility will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Utility for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Utility of the Utility's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The Utility will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Utility is in the exclusive possession of another who fails or refuses to furnish this information, the Utility shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Utility's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the Utility under the contract until the Utility complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Utility will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Utility will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Utility becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the Utility may request the State to enter into such litigation to protect the interests of the State, and in addition, the Utility may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "A"



Authorization Type:		Capital	Reimbursable	Deferred	Remediation (Expense)	Expense	
AFE (Project) Name (Limit to 30 Characters):						Original AFE	Y
Business Segment / Unit: Refined Products						Supplemental AFE	
Funding Source Number:						Budgeted (Y or N):	N
Funding Source (or Capital Pool) Name:						Environmental/Regulatory Issues ¹	
						Indemnified? (Y or N):	N
						Indemnifying Party:	
						Williams Buyout	
						Other	
AFE (Project) Description:						Capital Project Type:	
						Payout	
						Break/Fix	
						Maintenance	Y
AFE (Project) Justification:						Authorization Amount	
						Gross Amount	47000
						JV Share	(0)
						Net Amount	47,000
Replacing an asset? (Y or N): N		If applicable, please attach asset disposal form.					
Billable Project (Y or N): N		Portion Billable (% or \$):					
Billable Parties & Terms: N							
Estimated Begin Date: 08-01-2013			Estimated Ending Date: 10-25-2013				
Project Organization (CO-OU-CC):							
Region:		Area:					
Location (County, City, State):			Location Code & Name:				
Major Cost Components		Project Tasks		Amount		APPROVALS:	
Mainline Mechanical Materials		GBA		5000		Requestor	
Mainline Labor		GCA		27500		Tim Kassen	
Mainline Inspecting and Testing		GCB		3000		Supervisor	
Mainline Engineering/Drafting/Permit/Survey		GCF		1500		Dennis Vasicek	
Internal Labor		ZBV		10000			
						Project Manager	
						Dan Egner	
						Director	
						Vice President	
						Sr. Vice President	
						President	
						Additional Authority	
						Title	
						Date	
Capitalized Interest (AFUDC)							
Total				47000			

¹Please refer to the Environmental Regulatory Issues AFE Process instructions located on Livelink:

Magellan Midstream Partners, L.P.			
JOB PLANNING TEMPLATE		09-FORM-0909	
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JOB PLAN:	MP172 Line Lowering		<input checked="" type="checkbox"/> New Plan	<input type="checkbox"/> Revised Plan
Asset/Location:	Kansas City – Irvington #5-12" / Sarpy County, NE; Tract 4742, 48 th Street at Raynor Parkway			
Prepared by:	Dan Egner	Date Prepared:	2013/07/24	
AFE Number:	T0040	MOCR Number:		
Est. Start Date:	2013/07/31	Est. Completion Date:	2013/08/19	
Job Objective:	Safely and effectively lower approximately 400 foot of pipeline on the Kansas City – Irvington #5-12" at MP172			
Job Description:	Contract crew lead by a Magellan Representative will safely lower the pipeline by an open-cut trench method; supporting the live line, visual inspecting to verify any potential anomalies and/or coating damage (supplemented with the ILI Data) and making repairs as necessary; NDT welds and applying wedding bands as needed, lowering the pipeline, and backfilling. Detailed site-specific location information will be provided in the Pressure Request and the Environmental Impact Studies. This Project will be within the bounds of ESN: 9153+52 – 9168+58.			

COMMUNICATIONS: *(Identify work groups involved with or affected by the job and ensure necessary contacts are complete prior to starting job)*

	Contact Name	Contact Phone Number	N/A
Scheduling:	Frank Lynch	(918) 574-7723	<input type="checkbox"/>
Pipeline Control:	Controller	(800) 720-2417	<input type="checkbox"/>
Engineering:	Alyssa Stanfield	(918) 574-7659	<input type="checkbox"/>
Real Estate Services:	Tim Kassen	(918) 574-7351	<input type="checkbox"/>
Landowners/Tenants:	TBD		<input type="checkbox"/>
Legal-Contracts:			<input checked="" type="checkbox"/>
One-Call Notification:	State	811	<input type="checkbox"/>
Marketing-Customer Impact:			<input checked="" type="checkbox"/>
Quality Control:			<input checked="" type="checkbox"/>
Safety Specialist	Greg Peck	(913) 972-1123	<input type="checkbox"/>
Environmental Specialist:	Tristan Grover	(515) 971-1560	<input type="checkbox"/>
Training / OQ verification:	Keith Crowley	(515) 240-5699	<input type="checkbox"/>
Location (Field) contact:	Keith Crowley	(515) 240-5699	<input type="checkbox"/>
Maintenance (Field) contact:	Brad Sandy	(515) 229-0554	<input type="checkbox"/>
Contractors:	Ferguson Brothers Excavating	(320) 762-0622	<input type="checkbox"/>
Other:			<input type="checkbox"/>

JOB SAFETY ANALYSIS: *(Define the job steps. Identify and control the potential hazards for each. Hazard controls may include Engineering controls, Administrative controls or PPE)*

Job Steps	Potential Hazards	Hazard Controls
Contact Landowner/Tenant	Negative Relations	Courtesy
Review ILI data	Damaged pipeline	Make necessary repairs
Excavate pipeline	Utility damage	One-Call, Excavation Safety Procedure

Support pipeline	Pipeline over-span	Support pipeline in accordance with Excavation Safety Procedure
Visually inspect pipeline for coating and/or pipeline damage	Leak	Inspect
Evaluate girth welds	Leak	NDT welds
Lower pipeline	Over-span stress	Proper support; Pipeline Lowering (Movement) Procedure
Backfill	Pipeline damage	Backfill procedures

Drawings/P&IDs: (list the drawings associated with this work)

Number	Title	Revision Number
KSA-1434C	Kansas City – Sioux Falls Alignment Sheet	

Equipment & Tools: (list any special equipment and tools required)

Type	Quantity	Source	Contact
315 Cat excavator	1	FBE	(320) 762-0622
T250 Bobcat	1	FBE	(320) 762-0622
Pick-up and tools	1	FBE	(320) 762-0622

Materials: (list any special materials required)

Type	Quantity	Source	Contact
TBD		Magellan	
TBD		FBE	(320) 762-0622

Permits: (lists all that are required)

Type	Required (yes/no)	Description	Person Responsible
Hot Work	TBD		Keith Crowley
Confined Space	TBD		Keith Crowley
Building	No		
Environmental	TBD		Keith Crowley
Other			

Procedures: (list all that apply)

Type	Required (yes/no)	Description	Person Responsible
Excavation Safety Procedure	yes	7.11-ADM-001	Keith Crowley

Pipeline Lowering (Movement) Procedure	yes	7.05-ADM-013	Keith Crowley
Lock Out/Tagout	TBD		Keith Crowley
Confined Space	TBD		Keith Crowley
PSSR	No		
HAZCOM	No		
Other			

Verification of Training Requirements / Operator Qualification (OQ) for Employees and Non-employees: (list all that apply)

Topic / Task	Description	Person Responsible
1.1, 2.1	Measure Structure-Soil Potentials	Maintenance
2.2, 2.4, 9.1, 9.2	Install or Repair Damaged Test Leads	TBD
5.1, 5.2, 5.3, 8.1, 8.2, 8.3, 12.0	Inspect Buried or Submerged Pipe and Coating when Exposed	Maintenance
7.7	Perform Coating Inspection	Maintenance
8.1	Measure Pit Depth with Pit Gauge	Maintenance
8.2	Measure Wall Thickness with Handheld UT Meter	Maintenance
8.3	Measure Corroded Area	Maintenance
13.1, 13.3, 13.4	Apply and Repair External Coatings on Buried or Submerged Pipe	TBD
14.1, 14.2, 14.3, 14.4, 17.1, 17.2, 17.3	Installation and Maintenance of Pipeline Markers (Permanent and Temporary)	TBD
32.0	Inspection of Excavation Activities	Maintenance
33.1	Determine allowable line pressure in section to be moved	Engineer Asset Integrity
33.2, 33.3, 34.0	Move In-Service Pipe	TBD
38.2	Perform NDT	NDT Contractor
38.3	Visually Inspect that Welds Meet DOT	NDT Contractor
38.4	Radiographic Testing of Pipeline Weld (X-ray)	NDT Contractor
39.0	Inspection of Backfilling Following Excavation	Maintenance
40.1, 40.2, 40.5	Installing a Tight Fitting (or Full Encirclement) Sleeve	Maintenance
42.0	Maintenance Welding on Pipelines	Maintenance
43.1	Start-up of a Pipeline	Operations Control
43.2	Shut-down of a Pipeline	Operations Control
AOC	Abnormal Operating Conditions	Maintenance

Personal Protective Equipment (PPE): (list all that is required)

Eyewear	ANSI Z87 approved eyewear with side protection	
Footwear	Leather Boots – Above the ankle with a pronounced heel	
Clothing	Short Sleeved shirt and full length pants	

Magellan Midstream Partners, L.P.			
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SIP CHANGE LOG

DATE	LOCATION	BRIEF DESCRIPTION OF CHANGE
1/1/06	All	Reviewed, no changes
1/1/07		Added info on deleting, adding rows to table
01/01/07		Deleted PreJob Meeting
01/01/08		Reviewed, no changes
01/01/09		Reviewed, no changes
01/01/10		Reviewed, no changes
01/01/11		Reviewed, no changes
04/08/11	Communications	Changed Safety Rep to Safety Specialist
12/31/11	All	2012 annual review complete – no changes