

STANDARD UTILITY AGREEMENT

U-0032: **SouthTex 66 Pipeline Company, Ltd.**
County: Fort Bend
Highway: FM 1093 Westpark Extension Phase II

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and SouthTex 66 Pipeline Company, Ltd., ("**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: Remove roughly 100' of casing from around active pipeline.

Start Date – October 1, 2017.
Completion Date – October 18, 2017.

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** 100 percent (100%) of the documented actual costs incurred for relocation of the utility in 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** 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 180 days after completion of the work.


Initial

Fort Bend County

10/1/17
Date

RLG
Initial

SouthTex 66 Pipeline Company, Ltd.

9/27/17
Date

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 perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated 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, interference by the **County** or any other party 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 stated completion date not caused by events outside **Utility's** control, the **County** may elect to: (1) reduce the reimbursement to **Utility** by one percent (1%) each day delayed; or (2) 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.

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 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.



Initial

Fort Bend County


Date


Initial

SouthTex 66 Pipeline Company, Ltd.



Date

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: SouthTex 66 Pipeline Company, Ltd.
Name of Utility

By: 
Authorized Signature

Mark A. Amelunke
Print or Type Name

Title: General Manager - Petrochemicals

Date: 9/20/2017


Initial

10/4/17
Date
Fort Bend County

RLG
Initial
9/27/17
Date
SouthTex 66 Pipeline Company, Ltd.



EXECUTION RECOMMENDED:

COUNTY

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

By:  _____
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 \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor


Initial

10/4/17
Date

Fort Bend County

RLG
Initial

9/27/17
Date

SouthTex 66 Pipeline Company, Ltd.

Exhibit A

Plans & Specifications

(7 Pages that Follow)


Initial

Fort Bend County

10/4/17
Date

R.G.
Initial

SouthTex 66 Pipeline Company, Ltd.

9/27/17
Date

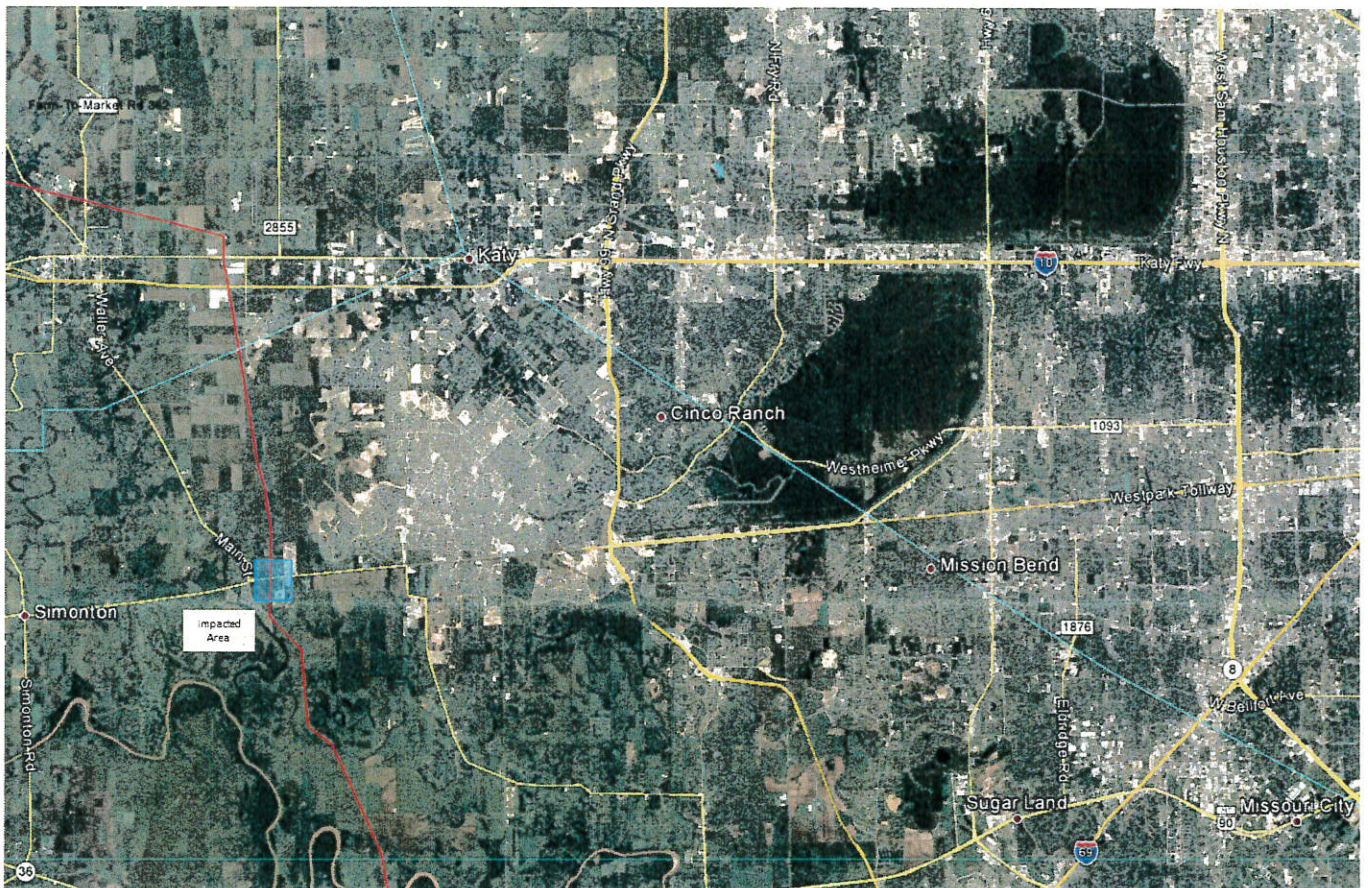
1.0 Project Information

Project Title	<u>EZ-01 Casing Removal</u>	AFE/AFD #	<u>TBD</u>
Prepared by	<u>Nick Black</u>	Date	<u>2/22/2017</u>
Division & Business Unit	<u>Midstream - EGC Pipelines</u>		

2.0 Project Overview

2.1 General Project Description

Removing a pipeline casing for the upcoming Westpark Tollway expansion in Katy-Fulshear.





2.2 Project Justification and Objectives

Fort Bend County is widening FM 1093 (Westpark Tollway) eastbound and westbound from Highway 99 to Fulshear. During the widening, a casing on EZ-01 will become underneath the road. A casing end is not allowed to be directly underneath a road per policy. The options to get back into the policy:

- Extend the casing to edge of the new road ROW to ensure the casing is not underneath the road. This option is not very feasible because the plans for the road extension would require the casing be placed across the current road (FM 1093) to the other side – requiring cutting the road.
- Remove the current casing to ensure the casing is not underneath the road. This option is the most feasible because it will ensure the policy is kept with the minimum amount of disturbances.

The casing was originally put in place for mitigation across the railroad. The case can be moved because the railroad has since been removed.

2.3 Project Status

Submitted to Fort Bend County for evaluation and approval.

3.0 Scope of Work

3.1 Design Parameters & Operational Requirements

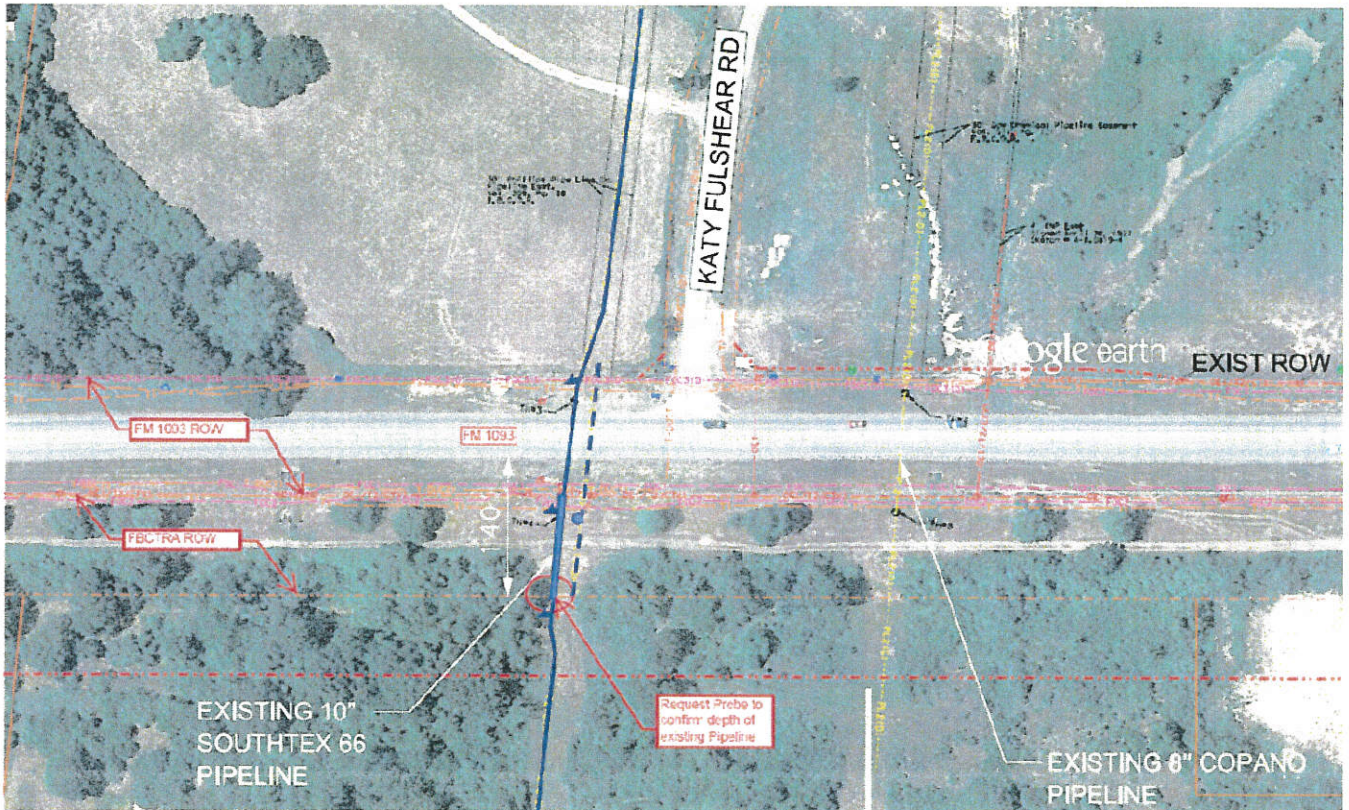
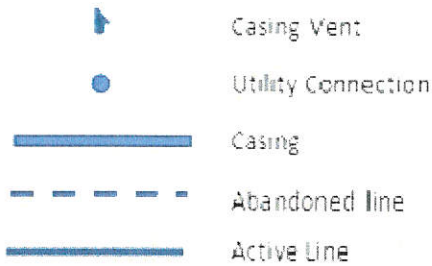
Standard design parameters per internal policy P66PL-MPR-4228.

3.2 Constraints

Excavation design is high risk per GPL-400, High Risk Excavation plan completed by internal personnel and approved by the Technical Services manager.

3.3 Scope of Facilities to be Installed

~10' south of FM 1093. Image shown below.



4.0 Project Execution Strategies

4.1 ROW, Environmental, and Permitting

All work is in the Phillips 66 ROW. No permitting or environmental concerns.

4.2 Design and Engineering

Casing removing per internal policy P66PL-MPR-4228. Excavation design is high risk per GPL-400, High Risk Excavation plan completed by internal personnel and approved by the Technical Services manager.

4.3 Material Procurement

No material for project.

4.4 Material Logistics

No material for project.

4.5 Safety Issues Unique to this Job

4.6 Construction Contracting

T&L Lease

4.7 Constructability

Casing removing per internal policy P66PL-MPR-4228. Excavation per High Risk Excavation plan.

4.8 Project Commissioning and Handover

No commissioning required due to no downtime.

Category	Total
Equipment & Materials	\$0
Labor & Contract Services	\$88,000
3 rd Party Engineering	\$0
P66 Construction Management	\$7,500
P66 Project Management	\$1,500
Total Execution Cost	\$97,000
AFD Cost	\$0
Total Installed Cost	\$97,000

5.0 Schedule

Outline milestones to meet overall project stage targets. The milestones should be consistent with the project schedule.

Milestone	Date
AFE Submittal	Maintenance - Reimbursable
AFE Approval	Maintenance - Reimbursable
Construction Kick-Off	Fort Bend County Approval Dependent
Construction Completion	2 weeks
Handover to Operations	No downtime

6.0 Risk Mitigation & Opportunities

Document the risks that could significantly affect the project execution parameters of scope, cost, and schedule. In the Probability and Impact columns enter High (H), Medium (M), or Low (L).

Risk	Probability	Impact	Mitigation Plan
Weather	M	M	Impact: Delay work schedule, rain in excavation could require pumping out water Mitigation: Flexibility in work timeline to account for weather, pumps available on site

7.0 Integrated Team

Name	Title
N/A	FEL Engineer
Nick Black	Project Engineer
Jack Wang	Project Cost Analyst
N/A	Constr. Superintendent
N/A	Constr. Field Rep.
Michelle Hilger	Division Manager
Matt Stevenson	Division Engineer
Jeff Lesco	Area Supervisor
Ben Basquez	Division Planner
Roy Burlison	Maintenance Supt.

Name	Title
John Cranfill	I&E Coordinator
N/A	Commissioning Lead
N/A	Engineering SME
Tyler Phelan	Safety Coordinator
Tiana Andriamanarivo	Environmental Coordinator
Rusty Genson	RES Representative
N/A	Procurement
Jeff Lesco	Project Sponsor
Jerry Rainsdon	Control Center
Gilbert Gonzales	ROW Leadman

8.0 Appendices

Exhibit B

Construction Cost Estimate

(1 Page That Follows)

FWB
Initial

10/4/17
Date

Fort Bend County

RLL
Initial

9/22/17
Date

SouthTex 66 Pipeline Company, Ltd.



Phillips 66 Transportation Cost Estimate - Total Cost

Project Title: **EZ-01 Casing Removal Katy-Fulshear**

Prepared By: **Nick Black** Date: **13-Dec-16**

FEL Stage: **FEL-3** Accuracy: **-10% / +15%**

User enters data User can adjust default value Equations - Do not change

Note: Certain cells have been locked. To unlock: Choose Tools - Protection - Unprotect sheet. No password is needed. When finished repeat to reset protection.

Item	Type	Description	Quantity	Unit	Unit Cost	Equipment	Cost Factor	Bulk Mtis	Labor	Total Cost
EQUIPMENT										
To calculate associated bulk materials and labor costs use this section:										
Choose type from dropdown										
1						\$0	1.00	\$0	\$0	\$0
2						\$0	1.00	\$0	\$0	\$0
3						\$0	1.00	\$0	\$0	\$0
4						\$0	1.00	\$0	\$0	\$0
5						\$0	1.00	\$0	\$0	\$0
To provide all costs yourself use this section:										
1										\$0
2										\$0
3										\$0
4										\$0
5										\$0
Total Direct Equipment Cost						\$0.00				\$0
Capital Spares										\$0
Freight							5%			\$0
Taxes							8.75%			\$0
Total Equipment Cost										\$0

Item	Description	Quantity	Unit	Unit Cost	Total Cost	
MATERIALS (Do not include materials already included in Equipment section)						
1					\$0	
2					\$0	
3					\$0	
4					\$0	
5					\$0	
6					\$0	
7					\$0	
8					\$0	
9					\$0	
10					\$0	
Total Direct Materials Cost						\$0.00
Indirect Materials Cost						10%
Freight						5%
Taxes						8.75%
Total Materials Cost						\$0

Item	Description	Quantity	Unit	Unit Cost	Total Cost	
LABOR and CONTRACT SERVICES (Do not include equipment installation if already included above)						
1	Mechanical - T&L Lease	1	quote	\$80,000	\$80,000	
2					\$0	
3					\$0	
4					\$0	
5					\$0	
	Hydrotesting				\$0	
	Coating and Painting				\$0	
	Insulation and Heat Tracing				\$0	
	X-ray / NDT				\$0	
	PWHT				\$0	
	Cathodic Protection				\$0	
	Demolition/Removal - Equipment	Yes		% of Direct Cost	\$0	
	Demolition/Removal - Materials	Yes			\$0	
Total Direct Labor Cost						\$0.00
Indirect Labor Cost						10%
Total Labor Cost						\$8,000

Description	Executed By	Use only one method. Leave cells blank if not using that method.			Total Cost	
		Hourly Rate Method	Percentage Method	Cost Method		
ENGINEERING and PROJECT MANAGEMENT						
Engineering - P66 PE	Projects - PE is Lead	Hours	Rate	Percent	\$0	
Engineering - P66 PM	Projects - PE is Lead	24	\$150	0%	\$3,600	
Engineering - Contract	Projects			0%	\$0	
Engineering - Division / Tech Services / Control Ctr / Tanks	Projects		\$75	0%	\$0	
Construction Management - CFR	Projects		\$138	0%	\$0	
Construction Management - CS	Projects		\$135	0%	\$0	
Construction Management - Safety CFR	Projects		\$138	0%	\$0	
Inspection Services					\$0	
Operations Support		100	\$75	0.0%	\$7,500	
Tech Services Support			\$75	0.0%	\$0	
HSE Support			\$100	0%	\$0	
Drafting			\$80		\$0	
Travel					\$0	
Permits					\$0	
Testing / Samples / Analytical					\$0	
Land / ROW / Survey					\$0	
Vendor Representatives for Startup					\$0	
Other					\$0	
Total Engineering and Project Management Cost						\$11,100
Contingency	Default	0%	Adjustment (see below)	0%	\$0	
Escalation					\$0	
Total Execution Cost						\$99,100
AFD Cost						\$0
Total Project Cost						\$99,100

Exhibit C

Schedule of Work and Estimated Dates of Completion.

(As Shown Below)

Construction Schedule:

Begin Construction: October 1, 2017
Complete Construction: October 18, 2017


Initial Date
Fort Bend County 10/4/17


Initial Date
SouthTex 66 Pipeline Company, Ltd. 9/27/17

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SouthTex 66 Pipeline Company, Ltd.
The Woodlands, TX United States

Certificate Number:
2017-265043

Date Filed:
09/25/2017

2 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:

3 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.

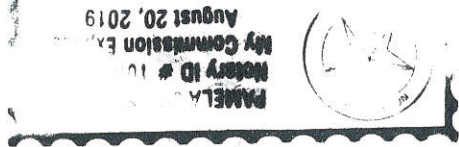
23381
23381 - 07/11/17 - Utility relocation regarding FM 1093/Westpark, Mobility Bond Project no. 748

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chevron Phillips Chemical Company LLC	The Woodlands, TX United States	X	
	Chevron Phillips Chemical Holdings II LLC	The Woodlands, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

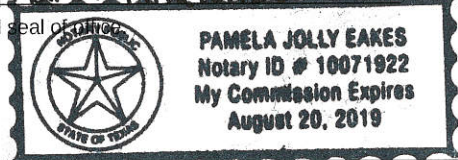


[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Amelunke this the 26 day of September 2017, to certify which, witness my hand and seal of

[Signature]
Signature of officer administering oath



Printed name of officer administering oath

Executive Assistant
Title of officer administering oath