

## STANDARD UTILITY AGREEMENT

County: Fort Bend  
Project No.: 17204  
Project Title: 2017 Mobility Bond Project – Beechnut  
Project Description: A four-lane concrete boulevard with curb and gutter will be built to replace the existing two-lane asphalt road from the NETCO pipeline crossing to FM 1464

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and Houston Pipe Line Company, LP, ("**Owner**"), 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 determined that it necessary to make certain improvements to Beechnut, which said changes are generally described as follows: Roadway Improvements; and

**WHEREAS**, the proposed Roadway Improvements will necessitate the adjustment, modification, removal, replacement and/or relocation of certain facilities of **Owner**; and

**WHEREAS**, the **County** and the **Owner** desire to have a preliminary survey and engineering work performed by the **Owner** to determine the necessary adjustments to a thirty inch (30") natural gas pipeline at an estimated cost of \$60,000.00, as indicated in Exhibit A attached hereto and incorporated herein for all purposes ("**Services**"); and

**WHEREAS**, the **Owner** has provided sufficient legal authority to the **County** to establish an interest in properties affected by the above-mentioned Roadway Improvements; and

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Owner's** interest in certain lands and/or facilities and determined it is appropriate to enter an agreement with **Owner** to govern the terms for participation in the costs of the adjustment, modification, removal, replacement and/or relocation of certain of its facilities in accordance with Exhibits A.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

The **County** will pay for reasonable and necessary eligible costs incurred in the adjustment or relocation of **Owner's** facilities to the extent authorized under 23 CFR Part 645, Subpart A. The **County's** initial participation shall consist of one hundred percent (100%) of the cost of the **Services**, with fifty percent (50%) of the estimated costs payable to **Owner** prior to commencement of the **Services**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the **Services**, and upon receipt of a final billing prepared in the form and manner acceptable to the **County**, make the remaining payment in the amount to satisfy one hundred percent (100%) of the actual costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to the **County** not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, the **County** agrees to pay **Owner** a total of one hundred percent (100%) of the eligible costs as indicated. The **County** shall make the final payment within forty-five (45) days of acceptance of the final billing.

In the event there is a substantial change for the statement of work contained in Exhibit A, reimbursement is limited to the amount approved pursuant to this Agreement and its attached exhibits unless written approval is obtained from the **County**.

Upon execution of this Agreement, the County will, by written notice, authorize the Owner to proceed with the **Services**, and the Owner agrees to prosecute such work diligently in accordance with the Owner's plans. Owner shall provide the County with forty-eight (48) hours written notice prior to proceeding with the **Services** and agrees to proceed in such a manner that will not result in avoidable delay or interference with the County's roadway construction. Should Owner by its actions cause interference or delay resulting in the imposition of damages upon the County by a third party, Owner agrees to be responsible for said damages.

The Owner will retain records of such eligible costs in accordance with the provisions of 23 CFR 645, Subpart A.

The Owner, by execution of this Agreement, does not waive any rights to which Owner may legally have within the limits of the law.

This Agreement is subject to cancellation by the County and any time up to the date that **Services** under this Agreement has been authorized.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under the Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the County Auditor, to conduct an audit or investigation in connection with those funds.

By signature below, Owner verifies Owner does not boycott Israel and will not boycott Israel during the term of this Agreement. Further, by signature below, Owner represents pursuant to Section 2252.152 of the Texas Government Code, that Owner is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

**OWNER**

Utility: \_\_\_\_\_  
*Houston Pipe Line Company, LP*

By: \_\_\_\_\_  
*Robert Rose, Vice President, ROW & Land*

Date: \_\_\_\_\_

**EXECUTION RECOMMENDED:**

**COUNTY**

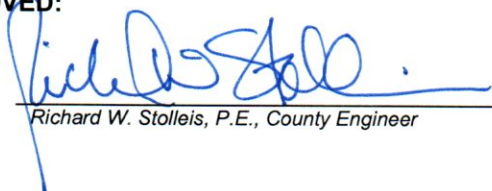
By: \_\_\_\_\_  
*KP George, County Judge*

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

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# EXHIBIT A

# **Houston Pipe Line Company LP**

## **Exhibit A**

### **Beechnut Road Paving and Drainage Improvements by Fort Bend County**

**SCOPE:** Preliminary survey and engineering to determine necessary adjustments to HPL's 30-inch Katy to Satsuma Pipeline. The total for the work will be \$60,000.

**SCHEDULE:** 6-8 weeks