

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: 17292
Project Title: 2017 Mobility Bond Project – Chimney Rock
Project Description: Lower/Replacement of +/- 1000-feet of the Arcola to Houston Segment on the 12-inch Houston Pipeline.

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and NuStar Logistics, 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 Chimney Rock, 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 **Owner** lower/replace approximately 1,000 feet of the Arcola to Houston Segment of its 12-inch Houston Pipeline, lowering 4 to 6 feet below current depth cover at an estimated cost of **\$467,122.14**, 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 Exhibit 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. BY ACCEPTANCE OF AGREEMENT, OWNER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

OWNER

Utility: *NuStar Logistics, LP*

By: 

Authorized Representative – Signature

Executive Director - Real Estate & Survey

Authorized Representative – Name, Title

Date: *9/10/2020*

EXECUTION RECOMMENDED:

COUNTY

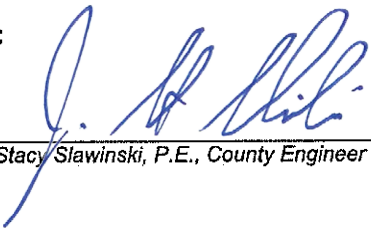
By: _____
KP George, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

By:  _____
J. Stacy Slawinski, 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

NuStar PROJECT COST ESTIMATE

Project Name:	Chimney Rock
Project Manager:	Joel Salinas
Project Number:	
Nustar Project Description:	Lower/Replacement of +/- 1000-feet of the Arcola to Houston Segment on the 12-inch Houston Pipeline. Pipeline will be lowered 4-6-feet below current depth of cover. Project will include excavation and removal of current 12-inch line segment, replace and lower with new 12-inch Std. wall thickness X-52 pipe. Line is currently filled with 10psi of Nitrogen. Must Be Validated by Survey. We have not recieved complete plan and profiles.
Eligibility Ratio:	
Date Modified:	

MATERIALS						
DESCRIPTION	SIZE	QTY	PRICE/UNIT	UNIT	NOTES	COST
12-inch Pipe .375WT	12" .375 API-5L X52	1000	45.00	Feet		\$45,000.00
MATERIALS SUBTOTAL						\$ 45,000.00
¹ STORES & MATERIALS OVERHEAD (10.8%)						\$ 4,860.00
MATERIALS TOTAL						\$ 49,860.00

LAND RIGHTS						
DESCRIPTION	QTY	PRICE/UNIT	UNIT	NOTES	COST	
ROW Agent	35.00	\$ 65.00	Hours		\$ 2,187.50	
Land Acquisition	0.00	\$ -	0	0	\$ -	
Temp Work Space					\$ 1,500.00	
Damages					\$ 6,000.00	
LAND RIGHTS TOTAL						\$ 9,687.50

COMPANY LABOR						
DESCRIPTION	QTY	PRICE/UNIT	UNIT	NOTES	COST	
Project Manager	60	\$ 144.60	Hours		\$ 8,676.00	
Constructon Manger	84	\$ 81.41	Hours		\$ 6,838.44	
Project Administrator / Clerk	5	\$ 49.45	Hours		\$ 247.25	
COMPANY LABOR SUBTOTAL						\$ 15,761.69
COMPANY LABOR TOTAL						\$ 15,761.69

CONSTRUCTION						
DESCRIPTION	QTY	PRICE/UNIT	UNIT	NOTES	COST	
Survey & Layout, Line Find & Hydr-Excavation	1000	\$ 14.25	feet		\$ 14,245.70	
ROW Clearing and Grading	1000	\$ 8.67	feet		\$ 8,671.50	
Throwing Skids	1000	\$ 8.97	feet		\$ 8,970.61	
String and Tally	1000	\$ 7.32	feet		\$ 7,315.33	
Front End	1000	\$ 42.86	feet		\$ 42,860.10	
Sandblasing and Coating	1000	\$ 8.37	feet		\$ 8,371.07	
Ditching	1000	\$ 6.42	feet		\$ 6,418.70	
Removal	1000	\$ 27.48	feet		\$ 27,480.30	
Lowering in & Backfill	1000	\$ 43.09	feet		\$ 43,086.74	
Tie Ins & Foreign Crossing	1000	\$ 25.57	feet		\$ 25,566.46	
Hydro Static Testing	1000	\$ 35.05	feet		\$ 35,054.35	
Final ROW Cleanup	1000	\$ 8.50	feet		\$ 8,497.70	
Mobilization & Overhead/In-Direct	1000	\$ 78.05	feet		\$ 78,051.58	
CONSTRUCTION SUBTOTAL						\$ 314,590.14
³ TAX (6.25%)						\$ 10,129.8026
CONSTRUCTION TOTAL						\$ 324,719.95

CONTRACT EXPENSE						
DESCRIPTION	QTY	PRICE/UNIT	UNIT	NOTES	COST	
Surveying					\$ 30,000.00	
Engineering					\$ 35,000.00	
⁴ CONTRACT SURVEY 1 - FIELD CREW						
⁴ CONTRACT SURVEY 1 - FIELD CREW						
CONTRACT LABOR TOTAL						\$ 65,000.00
³ TAX (6.25%)						\$ 2,093.00
CONTRACT EXPENSE TOTAL						\$ 67,093.00

TOTAL DIRECT COSTS	\$ 467,122.14
---------------------------	----------------------

INDIRECT COSTS		
DESCRIPTION		Cost
⁵ CORPORATE OVERHEAD (CORP A&G, BU A&G, ETC)		
TOTAL INDIRECT COSTS		\$ -
TOTAL ESTIMATED PROJECT COSTS		\$ 467,122.14

COMMENTS
*Material line items indicated with one asterik * are to be "Buy America" compliant. Buy America compliance documentation will be provided as required in
Material line items indicated with two asteriks may include non-domestic iron and steel materials pursuant
1- Stores and Materials Overheads - overhead costs associated with warehousing of materials which is allocated
2- Labor Overheads - Benefits and associated overhead costs for company labor allocated as a percentage for
3 - Sales tax on qualifying portions of construction labor. Nustar Energy is obligated to pay sales tax and is thus
4- Will likely use two separate survey companies. One for the survey and easement research before the design and
5 - BU (business unit) overhead and Corp (corporate) overhead - costs incurred by Nustar in the course of running its business that are not attributable to a
All existing facilities being removed/abandoned are non-salvageable.