

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: 17310
Project Title: 2017 Mobility Bond Project – Brandt
Project Description: Fort Bend – Brandt Rd Relocation

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 Brandt Road, 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** relocate its pipeline to accommodate the new **County** right-of-way line at an estimated cost of **\$269,105.00**, 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 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.

The final, reasonable and necessary bills for work completed herein shall be submitted to the **County** in one package not later than ninety (90) days following the completion of all work contemplated hereby, including preparation of the “as-built” drawings required herein. 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: HPL GP, LLC, its general partner

By: 
Authorized Representative – Signature

Kevin Taliaferro, Sr. Director of Right-of-Way
Authorized Representative – Name, Title

Date: 9/15/2020

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

EXHIBIT A

PIPELINE COST ESTIMATE

Formula

PROJECT NAME: Fort Bend - Brandt Rd Relocation

	UNITS	QTY	SIZE	UNIT COST	TOTALS
MATERIALS					
PIPE: Total Cost	ft	100	4	\$25.00	\$2,000
Protective Coatings	ft	100		\$0.00	\$0
Freight:	ft	100	0	\$0.00	\$0
Total pipe					\$2,000
VALVES:					
Mainline	ea.	0	0	\$0.00	\$0
Blowdowns	ea.	0	0	\$0.00	\$0
Load Valves	ea.	0	0	\$0.00	\$0
Misc Valves	lot	0	0	\$0.00	\$0
Tap Valves		0	0	\$0.00	\$0
Launchers	ea.	0	0	\$0.00	\$0
Receivers	ea.	0	0	\$0.00	\$0
Total valves					\$0
FITTINGS	ea.	4	0	\$200.00	\$906
MISC. MATERIALS	lot	0	0	\$0.00	\$0
HAULING/TRANSP. MATERIALS					\$0
LAUNCHERS	ea.	0	0	\$0.00	\$0
RECEIVERS	ea.	0	0	\$0.00	\$0
PIPE BENDS	ea.	0	0	\$0.00	\$0
CATHODIC PROTECTION	ea.	0	0	\$0.00	\$0
AC MITIGATION	LOT	0	0	\$0.00	\$0
COST ESCALATION				5.00%	
TAXES				8.25%	
sub-total					\$2,906
RIGHTS-OF-WAY					
SURVEYING & MAPPING	ea	1	0	\$12,000.00	\$12,600
CONDEMNATION EXPENSES - Extra Plat Prod	ft	0	0	\$0.00	\$0
EASEMENTS & DAMAGES	rods	0	0	\$0.00	\$0
OTHER EASEMENTS	rods	0	0	\$0.00	\$0
CONDEMNATION DEPOSIT	lot	0	0	\$0.00	\$0
RIGHT-OF-WAY RESTORATION	lot	1	0	\$5,000.00	\$5,250
SITES - Comp. Sta.	ea	0	0	\$0.00	\$0
SITES - City Gates & MLV's	ea	0	0	\$0.00	\$0
SITES - M/R & PIG TRAPS	ea	0	0	\$0.00	\$0
EXTRA WORK SPACE	ea	1	0	\$5,000.00	\$5,250
RIGHT OF WAY (OTHER)	ea	0	0	\$0.00	\$0
CONTRACT LAND AGENTS	ft	1	0	\$2,000.00	\$2,100
ATTORNEY FEES	days	0	0	\$0.00	\$0
CONDEMNATION APPRAISALS	ea	0	0	\$0.00	\$0
PERMITTING	lot	0	0	\$0.00	\$0
COST ESCALATION				5.00%	
sub-total					\$25,200
INSTALLATION					
LAY COST	ft	1		\$125,000.00	\$131,250
FAB & INSTALL MLV	ea.	0		\$0.00	\$0
FAB & INSTALL PIG TRAPS	ea.	0		\$0.00	\$0
FAB & INSTALL TAP VALVES	ea.	0		\$0.00	\$0
HDD CROSSINGS	ft	0	0	\$0.00	\$0
CREEK & DRAIN CROSSINGS	ft	0	0	\$0.00	\$0
CO ROAD CROSSINGS	ea.	0	0	\$0.00	\$0
HIGHWAY & RR CROSSINGS	ea.	0	0	\$0.00	\$0
ANCHOR FLG> & BLOCKS	ea.	0		\$0.00	\$0
CHAINLINK FENCES & ROCK	ea.	0		\$0.00	\$0
CHAINLINK FENCE & ROCK (COMP STA)	lot	0		\$0.00	\$0
HAUL/DISPOSE DRILLING MUD	lot	0		\$0.00	\$0
HYDROTESTING	ft	1		\$0.00	\$0
ENVIRONMENTAL CONTROLS	lot	0		\$0.00	\$0
PAINTING & SITE WORK	ea.	0		\$0.00	\$0
X-RAY	days	5	1	\$1,200.00	\$6,300
DRY LINE TO -40 F DEWPOINT	lot	0		\$0.00	\$0
IN-LINE INSPECTION (CALIPER)	ea.	0		\$0.00	\$0
TEST LEADS	ea.	0	0	\$0.00	\$0
PIPELINE MARKERS/SIGNS	ea.	0	0	\$0.00	\$0
CONCRETE WEIGHTS	lot	0		\$0.00	\$0
MATS	lot	0	0	\$0.00	\$0
MISC CONSTRUCTION-UNIT ITEMS	lot	0		\$0.00	\$0
EXTRA LABOR	lot	1		\$5,000.00	\$5,250
COST ESCALATION				5.00%	
sub-total					\$142,800
CONSULTING					
DESIGN ENGINEERING	ft	1		\$15,000.00	\$15,750
PROJECT MGMT/CONST. MGMT-3rd PARTY	ft	1		\$0.00	\$0
ENVIRONMENTAL	ft	1		\$0.00	\$0
MITIGATION - Wetland /Bird	ft	1		\$0.00	\$0
LINE PACK (@ 900 psig)	MSCF	0		\$0.00	\$0
INSPECTION (Construction)	days	15		\$950.00	\$14,963
INSPECTION (Mills & Loadout)	ft	1		\$0.00	\$0
MISCELLANEOUS		1	1		\$0
DIRECT LABOR	ea.	40	1	\$32.00	\$1,344
COST ESCALATION				5.00%	
sub-total					\$32,057
AID-IN-CONSTRUCTION		0		\$0.00	\$0
CONTINGENCIES					
			5%		\$10,048
OVERHEAD		28%			\$56,094
GRAND TOTAL					\$269,105