

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: 17202 and 20202
Project Title: 2017/2020 Mobility Bond Project – Chimney Rock
Project Description: Remove/relocate a Test and Recoat of HPL's 30-inch Pearland to Katy

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 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** install a new Test Lead, remove the existing and recoat at an estimated cost of **\$20,560.03**, 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.

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Owner hereby verifies that Owner and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
4. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code

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: Houston Pipe Line Company, LP

By: 
Authorized Representative – Signature

Mark Vidra - Sr. Director Land & Right-of-Way
Authorized Representative – Name, Title

Date: 6/1/2022

COUNTY

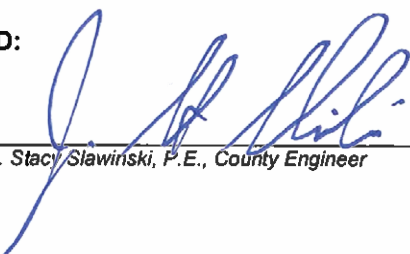
By: _____
KP George, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

By: 
J. Stacy Slawinski, P.E., County Engineer

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

Houston Pipe Line,LP

PROJECT COST ESTIMATE

November 30, 2021

+/- 20%

Est

CUSTOMER COMPANY NAME: Houston Pipe Line LP

PROJECT NAME: Remove/Relocate a Test and Recoat

PIPELINE NAME HPL's 30-inch Pearland to Katy (3015)

WBS NUMBER:

ETC PROJECT MANAGER: John Stevenson

PERC PROJECT ENGINEER:

REVISION NUMBER: 1

Summary Page

	Estimate		
Material and Equipment Cost	\$ -		
Field Direct Costs	\$ 16,055.00		
Project Support Costs	\$ -		
Overhead	\$ 4,505.03		
Total	\$ 20,560.03		

Project Scope

This cost estimate captures the normal resources required to install a new Text Lead and remove the existing and recoat.

MAOP:

The existing Energy Transfer Pipelines have a Maximum Allowable Operating Pressure (MAOP) of 1170 psig.

Design Code/Regulations:

The section of pipeline to be relocated will be designed in accordance with 49 CFR 192.

Gas Blowdown Requirements:

The pipelines will remain in service during the Test Lead installation, so no gas blowdown costs are included in this estimate.

Right-Of-Way:

2. Access and permission across Enterprise's pipeline to install the slab.

Ingress and Egress rights will need to be obtained off of TxDOT's ROW and private landowner's property in order to provide contractor access at the proposed work space.

Houston Pipe Line,LP

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PERC PROJECT ENGINEER:

REVISION NUMBER: 1

FIELD DIRECT COSTS

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE		
CONSTRUCTION SUPPORT:						
ETC Construction Coordinator	0	Days	\$420.00	\$0.00		
ETC Project Manager	0	Days	\$700.00	\$0.00		
CONSTRUCTION SUPPORT SUB TOTAL				\$0.00		
SURVEY						
Preliminary Survey for Pipeline and Stations (Includes 3 man crew, GPS unit, Pipe Locator, Mileage, RPLS Support)	0	Days	\$2,500.00	\$0.00		
Property Plat and Legal Description (None Required)	0	Hours	\$90.00	\$0.00		
Construction Staking (Includes 2 man crew, GPS unit, Pipe Locator, Mileage, RPLS Support)	0	Days	\$2,500.00	\$0.00		
As-Built Survey (Includes 2 man crew, GPS unit, Pipe Locator, Mileage, RPLS Support)	0	Days	\$2,500.00	\$0.00		
Geotechnical Investigation	0	Each	\$4,500.00	\$0.00		
SURVEY SUB TOTAL				\$0.00		
X-RAY						
X-Ray - Non Destructive testing of pipeline welds per API 1104	0	Days	\$0.00	\$0.00		
X-RAY SUB TOTAL				\$0.00		
FIELD INSPECTION (Includes Mob & Demob Time):						
Construction - 1 Chief Inspector, including Mob & DeMob	0	Days	\$925.00	\$0.00		
Construction - Pipe Mill Load Out & Receiving	0	Days	\$0.00	\$0.00		
Construction - Material Clerk	0	Days	\$0.00	\$0.00		
Construction - Welding Inspectors	0	Days	\$0.00	\$0.00		
Construction - Cost Tracking and Scheduling - Inspector	0	Days	\$0.00	\$0.00		
Construction - Utility Inspector	0	Days	\$0.00	\$0.00		
Pipe Mill QA Inspection - Inspector	0	Days	\$0.00	\$0.00		
Pipe Coating QA Inspection - Inspector	0	Days	\$0.00	\$0.00		
Heat Induction Bend QA Inspection - Inspector	0	Days	\$0.00	\$0.00		
FIELD INSPECTION SUB TOTAL				\$0.00		
LINE LOCATING:						
Hydrovac Excavation	0	Days	\$6,500.00	\$0.00		
LINE LOCATING SUB TOTAL				\$0.00		

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REVISION NUMBER: **1**

FIELD DIRECT COSTS

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE		
INSTALLATION OF Test Leadf and removal						
Install a Test Lead and remove and recoat the pipeline.	65	FT	\$247.00	\$16,055.00		
CONTRACT INSTALLATION SUB TOTAL				\$16,055.00		
FIELD DIRECT SUB TOTAL				\$16,055.00		
FIELD DIRECT SUB TOTAL				\$16,055.00		
TOTAL INSTALLED COST (Labor + Material)				\$16,055.00		
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PROJECT SUPPORT COSTS

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE		
ENVIRONMENTAL						
GLO Permit	0	Ea	\$0.00	\$0.00		
Permitting (Hydrostatic Water Discharge Permits)	0	Ea	\$0.00	\$0.00		
Frac-Out Contingency Plan	0	Ea	\$0.00	\$0.00		
ENVIRONMENTAL SUB TOTAL				\$0.00		
RIGHT OF WAY						
ROW Agent Labor (Survey Permission & Work Space Acquisition)	0	Days	\$750.00	\$0.00		
New Easement - Private Property	0	FT	\$0.00	\$0.00		
Temporary Work Space - Private Property	0.00	Acre	\$25,000.00	\$0.00		
ROW Other Damages (Fences, Gates, Etc.)	0	Ea	\$15,000.00	\$0.00		
RIGHT OF WAY SUB TOTAL				\$0.00		
Operations Oversight	0	Hrs	\$65.00	\$0.00		
DISTRICT/FIELD OPERATIONS LABOR				\$0.00		
ENGINEERING						
ENGINEERING - COMPANY		Hrs	\$0.00	\$0.00		
ENGINEERING - CONTRACT		Hrs	\$170.00	\$0.00		
		Hrs	\$145.00	\$0.00		
Drafting - (ETC 36") Index , Vicinity Map, Test Sheet, Notes Drawing (1 Dwg.)	0	Hrs	\$110.00	\$0.00		
Drafting - (Slab) Plan and Profile Drawing (2 Dwg.)	0	Hrs	\$120.00	\$0.00		
Drafting - (ETC 36") Tie-In Details (1 Dwg.)	0	Hrs	\$110.00	\$0.00		
Drafting - (ETC 36") Temporary Work Space (1 Dwg.)	0	Hrs	\$110.00	\$0.00		
Drafting - (ETC 36") Stoppie and Bypass Details (2 Dwg.)	0	Hrs	\$110.00	\$0.00		
Drafting - (ETC 36") Removal Drawing (1 Dwg.)	0	Hrs	\$110.00	\$0.00		
Drafting - Pick up comments (Preliminary, Bid, RFC)	0	Hrs	\$120.00	\$0.00		
Drafting - Plats (Costs are Included in Survey Category)	0	Ea	\$90.00	\$0.00		
Material Purchasing (Performed by PERC)	0	Hrs	\$145.00	\$0.00		
Material Expediting and Tracking (Performed by PERC)	0	Hrs	\$75.00	\$0.00		
TxDOT Permit Drawings	0	Hrs	\$0.00	\$0.00		
Cathodic Protection Design and Installation	0	Hrs	\$0.00	\$0.00		
Contract Cost Analyst	0	Hrs	\$75.00	\$0.00		
Aerial Photography	0	Hrs	\$0.00	\$0.00		
Cost Tracking/Project Controls	0	Hrs	\$0.00	\$0.00		
Schedule preparation/tracking/reporting		Hrs	\$0.00	\$0.00		
As-Built Drawings	0	Hrs	\$120.00	\$0.00		
Printing/Copy Expenses	0	Sets	\$100.00	\$0.00		
FedEx	0	Pkg	\$45.00	\$0.00		
Travel Expenses	0	Ea	\$750.00	\$0.00		
ENGINEERING SUB TOTAL				\$0.00	\$	

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PROJECT SUPPORT COSTS

	Est. Quantity	Est. Unit	A.F.E. Unit Cost	A.F.E. COST ESTIMATE		
GAS LOSS (Blowdown , Purge, & Pack)						
None Required.		mmbtu	\$4.00	\$0.00		
GAS LOSS SUB TOTAL				\$0.00	\$	-
PROJECT SUPPORT SUB TOTAL BEFORE "OTHER" CATEGORIES				\$0.00	\$	-
Income Tax Gross-Up Charge (NOT INCLUDED)	0		\$0.00	\$0.00		
Overhead (28.06%)	28.06%		\$16,055.00	\$4,505.03		
AFUDC (NOT INCLUDED) Number of Days = 0	0		\$0.00	\$0.00		
OTHER SUB TOTAL				\$4,505.03	\$	-
PROJECT SUPPORT SUB TOTAL				\$4,505.03	\$	-
PROJECT SUPPORT SUB TOTAL				\$4,505.03		

TOTAL ESTIMATED COST FOR ENTIRE WORK ORDER	<u>\$20,560.03</u>
TOTAL ESTIMATED COST FOR ENTIRE WORK ORDER	<u>\$20,560.03</u>