

STANDARD UTILITY AGREEMENT

U- _____: CenterPoint Energy Resources Corp. – Gas Facilities
County: Fort Bend
Highway: SH 99 SBFR, North of FM 1093 II

This Agreement by and between the County of Fort Bend, Texas, ("County"), and CenterPoint Energy Resources Corporation, ("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: Relocation of assets into a predesignated corridor according to the following schedule:

Start Date – Work shall commence within forty (40) to sixty (60) days after the execution of this agreement by both parties, right of way is acquired, staked, and cleared in a contiguous fashion, and all agreements are in place.
Completion Date – Complete within seventy (70) working days after the start date.

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 one hundred percent (100%) of the documented actual costs incurred for relocation of Utility in right of way by permit as specifically documented in Exhibit "B' Cost Estimate Summary for 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 90 days after completion of the work.

Signature lines for Fort Bend County and Utility, including handwritten initials and date (24 April 2023).

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.

The Maximum Compensation to CenterPoint for services provided under this Agreement is Seventy Three Thousand Nine Hundred Fifty One and 71/100 Dollars (\$73,951.71). **Utility** understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in this Agreement without a County approved changed order.

County will pay **Utility** based on the following procedures: **Utility** shall submit to County an invoice showing the amounts due for the work performed under this Agreement. **Utility** may submit invoices to the Fort Bend County Engineering Department. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward the same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

Utility agrees and represents that it has procured and shall maintain liability insurance throughout the term of this Agreement with coverage for personal injuries and property damage with limits of liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) covering the work provided by **Utility** under this Agreement. **Utility** agrees to furnish a Certificate of Insurance evidencing the same upon written request by County.

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. Satisfactory completion shall be defined as the **Utility's** completion of the relocation in accordance with Utility Plans and Specifications.



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.

Date
Fort Bend County


Initial

Date
Utility

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 contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Section 2252.152 of the Texas Government Code, as amended, **Utility** hereby verifies that **Utility** and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate, 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.

By acceptance of the agreement between the parties, **Utility** acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of any project or activities that violate human trafficking laws.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

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: CenterPoint Energy Resources Corporation
Name of Utility


By: 
Authorized Signature

William J. Dougherty, Jr.
Print or Type Name
Agent & Attorney-in-Fact

Title: _____

Date: 24 April 2023

Date
Fort Bend County


Initial
24 April 2023
Date
Utility

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: _____
Jennifer L. Fox, 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

Date
Fort Bend County

WSE
Initial
24 Apr 2023
Date
Utility


Exhibit A

CenterPoint Energy Resources Corporation.
Plans & Specifications

CNP Design—ALONG SH 99 SBFR
from STA 2333 to STA 2338

(2 Pages that Follow)

Date
Fort Bend County


Initial
Utility



Date


Exhibit B

CenterPoint Energy Resources Corporation. Construction Cost Estimate

Cost Estimate Summary

| Segment | Description | Total Cost Estimate (12-8-2022) | Existing Facility Location | Reimbursement by Fort Bend County | Estimated Project Cost (05-08-2017) |
|---------|--|---------------------------------|----------------------------|-----------------------------------|-------------------------------------|
| 1 | ALONG SH 99 SBFR FROM STA 2330 TO STA 2338 | \$73,951.71 | CENTERPOINT EASEMENT | 100% | \$73,951.71 |
| | | | | Total | \$73,951.71 |

Date
Fort Bend County


Initial
Utility



Date

Exhibit B-1


CenterPoint Energy Resources Corporation. Construction Cost Estimate

**CNP Estimate—ALONG SH 99 SBFR
from STA 2333 to STA 2338**

(2 Pages that Follow)

Date
Fort Bend County


Initial
Utility


Date

U-
CSJ:3510-04-054

Centerpoint Energy Gas Facilities Relocation

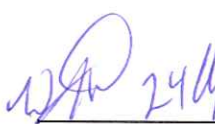
FM 1093 TO S FRY HOUSTON, FORT BEND COUNTY, TEXAS

U-

Item No: 1
Number of Days: 15
General Overhead: 20.12%
Purchase & Storage Indirect Cost: 8.57%
Project Description: RELOCATION OF 6" IP PLA GAS MAIN AT
99 - NORTH of FM 1093
CPE Project ID# 1405314178

ESTIMATE SUMMARY

| | | |
|---|----|-----------|
| Engineering | \$ | 14,125.00 |
| Material | \$ | 5,118.67 |
| Material Purch.&Sto. Ind. Cost | \$ | 438.62 |
| Labor - Contract | \$ | 20,931.00 |
| Contract Equipment Rental | \$ | 23,317.50 |
| Abandoned Gas Main Removal | \$ | - |
| Subtotal | \$ | 63,930.79 |
| General Overhead | \$ | 10,020.92 |
| TOTAL | \$ | 73,951.71 |
| Credit for salvage pipe (no salvage material) | \$ | - |
| ESTIMATE TOTAL | \$ | 73,951.71 |

 24 April 2003

Initial Date

Utility

Engineering Labor

| <u>Description</u> | <u>Quantity</u> | <u>Days</u> | <u>Hours</u> | <u>Rate (hrly)</u> | <u>Amount</u> |
|---------------------|-----------------|-------------|--------------|--------------------|--------------------|
| CAD Operator | 1 | - | 40 | \$68.00 | \$2,720.00 |
| Sr. CAD/Drafter | 1 | - | 80 | \$75.00 | \$6,000.00 |
| Sr. Designer | 1 | - | 35 | \$82.00 | \$2,870.00 |
| Sr. Project Manager | 1 | - | 25 | \$97.00 | \$2,425.00 |
| Principal | 1 | - | 1 | \$110.00 | \$110.00 |
| Total | | | | | \$14,125.00 |

Contract Labor

| <u>Description</u> | <u>Quantity</u> | <u>Days</u> | <u>Hours</u> | <u>Rate (hrly)</u> | <u>Amount</u> |
|--------------------|-----------------|-------------|--------------|--------------------|---------------------|
| Foreman | 1 | 15 | 10 | \$ 26.70 | \$ 4,005.00 |
| Lead Laborer | 1 | 15 | 10 | \$ 16.15 | \$ 2,422.50 |
| Laborer | 2 | 15 | 10 | \$ 14.65 | \$ 4,395.00 |
| Operator | 1 | 15 | 10 | \$ 24.87 | \$ 3,730.50 |
| Truck Driver | 1 | 15 | 10 | \$ 15.25 | \$ 2,287.50 |
| Welder | 1 | 15 | 10 | \$ 27.27 | \$ 4,090.50 |
| Total | | | | | \$ 20,931.00 |

Contractor's Equipment

| <u>Description</u> | <u>Quantity</u> | <u>Days</u> | <u>Hours</u> | <u>Rate (hrly)</u> | <u>Amount</u> |
|-------------------------------|-----------------|-------------|--------------|--------------------|---------------------|
| Crew Truck W/ Torch, Air Comp | 1 | 15 | 10 | \$ 37.40 | \$ 5,610.00 |
| Misc. Tools and Water Pump | 1 | 15 | 10 | \$ 10.75 | \$ 1,612.50 |
| Pick Up Truck (1/2 Ton) | 1 | 15 | 10 | \$ 7.00 | \$ 1,050.00 |
| Rubber Tire Backhoe | 1 | 15 | 10 | \$ 20.00 | \$ 3,000.00 |
| Welding Truck | 1 | 15 | 10 | \$ 14.30 | \$ 2,145.00 |
| Boring Rig | 1 | 15 | 10 | \$ 38.00 | \$ 5,700.00 |
| Dump Truck (12-14 YD) | 1 | 15 | 10 | \$ 28.00 | \$ 4,200.00 |
| Total | | | | | \$ 23,317.50 |

Material Description

| <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Rate</u> | <u>Amount</u> |
|--|-----------------|-------------|-------------|--------------------|
| ABANDON AND SLURRY-FILL MATERIAL | 5 | CY | \$ 150.00 | \$ 750.00 |
| ANODE,ZINC, 5#,99.99%,W/7' #12TW,PKG | 2 | EA | \$ 14.38 | \$ 28.76 |
| CAP,PLA,6,IPS,BUTT FUSION,YELLOW,PE-2406 | 2 | EA | \$ 10.72 | \$ 21.44 |
| ELL,90,PLA,6,BUTT FUSION,SDR 11,PE-2406, | 3 | EA | \$ 19.38 | \$ 58.14 |
| MARKER BALL,OMNI,MODEL #164,GAS | 7 | EA | \$ 7.25 | \$ 50.75 |
| MARKER,CARSONITE,62",YELLOW,HOUSTON | 1 | EA | \$ 11.87 | \$ 11.87 |
| MARKERS,GAS LINE CURB,2-1/2X1/8,TEST STA | 1 | EA | \$ 3.01 | \$ 3.01 |
| PIPE,PLA,6,IPS,YELLOW,SDR-11.5 | 595 | FT | \$ 5.59 | \$ 3,326.05 |
| VALVE,BALL,PLA,6 INCH,FOR YELLOW PE PIPE | 2 | EA | \$ 389.70 | \$ 779.40 |
| WIRE,COPPER,#12 AWG,SOLID,TYPE HMWPE | 595 | FT | \$ 0.15 | \$ 89.25 |
| Total | | | | \$ 5,118.67 |

*Materials indicated with asterisk *- are to be 'Buy America' compliant

Exhibit C

CenterPoint Energy Resources Corporation Schedule of Work and Estimated Dates of Completion.

(As Shown Below)


CenterPoint Energy Gas Facilities Relocation
ALONG SH 99 SBFR NORTH OF FM 1093
CNP ID# 1405314178

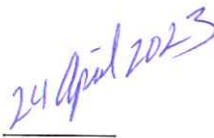
The work will required 30 total working days to complete once property is staked and cleared. Work will commence about 40-60 working days following approval of Utility agreement and formal authorization to begin is provided by Fort Bend County. The work completion date is contingent upon Utility Agreement date of approval and formal notification to begin.

ESTIMATED TIME TO COMPLETE WORK

| | |
|--------------------------------------|-----------------|
| SH 99 SBFR FROM STA 2333 TO STA 2338 | 30 WORKING DAYS |
|--------------------------------------|-----------------|

Date
Fort Bend County


Initial
Utility


Date
24 April 2023