



AGENDA ITEM

156

June 24, 2010

**BY FEDERAL EXPRESS**

Mr. Chris Mayfield  
Property Acquisition Services, Inc.  
207 W. Phillips  
Conroe, TX 77385


**Re: Partially-Executed Original Standard Utility Agreement**

Dear Mr. Mayfield:

Enclosed please find three (3) partially-executed originals of the Standard Utility Agreement between Enstor Katy Storage and Transportation, L.P. and Fort Bend County, Texas for your review. **Please return one (1) fully-executed original to my attention using the enclosed, self-addressed Fedex envelope.**

Should you need any additional information, please contact me at 281.374.3070.

With best regards,

  
Monica Casanova  
Senior Paralegal

/mc

Enclosures

We've moved to:  
20329 State Hwy 249, Suite 400  
Houston, TX 77070

Telephone (281) 374-3050  
www.enstorinc.com



# Property Acquisition Services, Inc.

19855 Southwest Freeway, Suite 200, Sugar Land, Texas 77479

## LETTER OF TRANSMITTAL

To: Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

Date: July 6, 2010

RE: Utility Agreement  
Greenbusch Rd.: From Mills  
Manor to Falcon Landing

Attention: Paulette Batts, Executive Assistant

WE ARE SENDING YOU: ☒ ATTACHED ☐ UNDER SEPARATE COVER

THE FOLLOWING ITEMS: ☒ UTILITY AGREEMENT ☐ UTILITY REIMBURSEMENT ☐ SPECIFICATIONS ☐ OTHER: \_\_\_\_\_

VIA: ☐ OVERNIGHT EXPRESS ☒ OUR MESSENGER ☐ OTHER: \_\_\_\_\_

COPIES		SHEET NO. / DESCRIPTION
QTY.	TYPE	
3	Original(s)	Enstor Katy Transportation and Storage, L.P.

### THESE ARE TRANSMITTED AS CHECKED BELOW:

☒ FOR APPROVAL ☐ REVIEWED AS SUBMITTED ☐ FOR REVIEW AND COMMENT  
☐ FOR YOUR USE ☐ REVIEWED AS NOTED ☐ ISSUED FOR CONSTRUCTION  
☐ AS REQUESTED ☐ REVISE AND RESUBMIT ☐ OTHER:

### REMARKS:

Attached for your review and further handling are the following forms and supporting documents as submitted by Enstor Katy Transportation and Storage, L.P (Enstor) based on the Actual Cost Basis. The total estimated cost is set at \$74,842.90. This adjustment is to lower approx. 20-LF of water line to accommodate the installation of a proposed storm sewer box for the widening of Greenbusch Road. Enstor has been advised that the attached adjustment costs are much higher than typical adjustment of this size and nature. If the county does not have any reservations with the cost of this adjustment, this adjustment's eligibility has been set at 100% eligible for all reasonable and eligible costs.

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE. TELEPHONE: 281-343-7171

  
Chris Mayfield  
Utility Coordinator

**STANDARD UTILITY AGREEMENT  
ACTUAL COST – FORT BEND COUNTY**

County: Fort Bend  
Project No.: 732  
Road Project Letting Date: 4/2010

Road: Greenbusch  
Limits: From: Mills Manor Dr.  
To: Falcon Landing Blvd.

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its duly authorized official, and Enstor Katy Storage and Transportation, L.P. , acting by and through its duly authorized representative, ("**Owner**"), shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has determined that it is necessary to make certain improvements to Greenbusch Road, which said changes are generally described as follows: expansion of the existing two-lane asphalt roadway with open ditches into a four-lane concrete boulevard street with curbs and underground storm sewer

**WHEREAS**, these proposed roadway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: Please see the Scope of Work detailed in Exhibit A, attached hereto, and such work is described in **Owner's** Estimate (estimated at \$74,842.90), which is attached hereto and made a part hereof, and which is prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

**WHEREAS**, the **Owner**, has provided sufficient legal authority to the **County** to establish an interest in properties affected by the abovementioned roadway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in 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 Title 23, Code of Federal Regulations, Part 645, Subpart A. The **County's** participation shall consist of one hundred percent (100%) of the cost of the adjustment or relocation.

The **Owner** has determined that the method to be used in developing the adjustment or eligible relocation costs shall be as specified for the method checked and described hereinafter:

- ☐ (1) Actual direct and related indirect eligible costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- ☒ (2) Actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by the **Owner** and approved by the **County**.

Subject to the participation percentage as set out above, the **County** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of one hundred percent (100%) of the eligible 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** one hundred (100%) of the eligible cost as indicated. The **County** shall make payment within 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**. All changes shall be documented on the **Owner's** "as-built" plans supplied to the **County**. **County** shall reimburse **Owner** for any additional cost or expense resulting from any delays waiting for **County's** written approval.

Upon execution of this agreement by all parties, the **County** will, by written notice, authorize the **Owner** to proceed with the necessary adjustment or relocation, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner's** plans. Such plans are attached as Exhibit "B". **Owner** shall provide the **County** with forty-eight (48) hours written notice prior to proceeding with the adjustment or relocation 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. Such authorization to proceed shall constitute notice on the part of the **County** that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The **Owner** will retain records of such eligible costs in accordance with the provisions of 23 CFR Part 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** at any time up to the date that work under this agreement has been authorized. **County** shall reimburse **Owner** 100% of all reasonable and necessary cost incurred by **Owner** up to the date of receipt of Notice of Cancellation.

The **County** 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 **County** Auditor, to conduct an audit or investigation in connection with those funds.

It is also expressly understood that the **Owner** conducts the adjustment, removal, or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct.


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

#### UTILITY

<b>Owner: Enstor Katy Storage and Transportation, L.P.</b>	
<input type="checkbox"/> Executed and approved by Enstor Katy Storage and Transportation, L.P. through its manager, Enstor Operating Company, LLC for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Enstor Katy Storage and Transportation, L.P.	
By:	
	Ron Routledge
Title:	Vice President Operations
Date:	6-10-2010
By:	

Name: PATRICK HAYS  
Title: AUTHORIZED REPRESENTATIVE

#### COUNTY

<b>Fort Bend County</b>	
Executed and approved by Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by Fort Bend County.	
By:	
	Robert Hebert
Title:	Judge, Fort Bend County
Date:	7-13-10

SFort Bend County Project: #732  
Utility: Enstor  
Utility Project Number:  
Roadway: Greenbusch Road (Phase II)  
Eligibility Ratio: 100%

## EXHIBIT A

### INCLUDES:

Scope of Work: Enstor proposes to modify the existing 8" water supply line at STAT 100+10 which will be impacted by the proposed 5' x 4' RCB drainage pipe as part of the Greenbusch Road Expansion Project Phase 2. The proposed modification will include lowering the existing 8" water line approximately 18" below the proposed 5' x 4' RCB drainage pipe, approximate top of pipe (TOP) elevation of the 8" water line is 111.8. Proposed lowering of the 8" water line will be across the proposed new 20' ROW section for the Greenbusch Road expansion. Enstor will subcontract the work to a construction contractor (identified later) to excavate, cut-in and then install the new facility components. The subcontractor will then backfill and compact the area as necessary for the pipeline. Construction will be coordinated on a best-effort basis with target completion prior the activities of the road construction contractor drainage ditch installation effort.

Enstor will provide oversight and manage the work for the modifications to the 8" water line. In addition arrangements will be made to supply backup utilities for the impacted facility. Summary, costs, and scope of work information provided are estimated and do not include for underground obstructions, unforeseen events, or interferences otherwise out of the control of Enstor.

Summary Estimate: \$74,842.90

Labor Estimate: \$32,580.00 (includes company labor, project management, inspection, survey, and/or other outside services)

Materials Estimate: \$42,260.90 (includes estimated cost for equipment labor and material provided and installed (e.g. material and contractor costs))

Voucher Estimate (if applicable)

**Project Estimate****Subject: Greenbusch Rd. Encroachment -Relocation 8" water supply pipeline****Katy Gas Storage (Enstor)****Date: 04/30/10**

	Quantity	Unit	Unit Cost	Total	Total
<b>Materials</b>					
Linepipe 8"	20	lf	\$ 80.00	\$ 1,600	
bends 8"	4	ea	\$ 250.00	\$ 1,000	
Misc	1	ea	\$ 2,000.00	\$ 2,000	
					\$ 4,600
<b>Construction</b>					
Contractor Proposal (Clearwater L	1	ea	\$ 15,919.00	\$ 15,919	
Concrete Supports	2	ea	\$ 350.00	\$ 700	
Gravel/Stablized	2	loads	\$ 1,250.00	\$ 2,500	
Regrade/Spread/rake	2	cdays	\$ 3,500.00	\$ 7,000	
Flagman	4	cdays	\$ 800.00	\$ 3,200	
Mob / Demob (flatbed)	2	ea	\$ 500.00	\$ 1,000	
Standby Fractank (water)	10	days	\$ 350.00	\$ 3,500	
					\$ 33,819
<b>Permitting (Regulatory/Environmental)</b>					
County road permit	0	ea	\$ 250.00	\$ -	
					\$ -
<b>Survey / ROW</b>					
Preliminary Survey	0	mday	\$ 1,550.00	\$ -	
Mapping	0	mday	\$ 1,250.00	\$ -	
Construction Survey	0	mday	\$ 1,550.00	\$ -	
Asbuilts (3-man crew)	1	cday	\$ 1,080.00	\$ 1,080	
Legal	0	0	\$ 6,500.00	\$ -	
Drafting	16	mhrs	\$ 60.00	\$ 960	
ROW Damages	0	ea	\$ 250.00	\$ -	
					\$ 2,040
<b>QA/QC Inspection</b>					
Chief Inspector	14	mday	\$ 650.00	\$ 9,100	
					\$ 9,100

**Company Labor**

Facility Manager	24	mhrs	\$ 90.00	\$ 2,160	
Operator	40	mhrs	\$ 80.00	\$ 3,200	
ROW	24	mhrs	\$ 80.00	\$ 1,920	
					\$ 7,280

**MISC**

Lab work	0	ea	\$ 500.00	\$ -	
Drafting (site, acad)	8	mhrs	\$ 75.00	\$ 600	
					\$ 600

**Outside Services**

Project Mangement	80	mhrs	\$ 120.00	\$ 9,600	
					\$ 9,600

**Other**

Documents (copies, dwgs, etc...)	1	ea	\$ 500.00	\$ 500	
Misc.	1	ea	\$ 500.00	\$ 500	
					\$ 1,000

**Subtotal**

\$ 68,039

**Contingency**

10%

\$ 6,804 \$ 6,804

**Total**

\$ 74,843 \$ 74,843

check

Estimate does not include for unforeseen events or corrective action

		Subtotal	Contingency	Total
			10%	
Labor		\$ 29,620	\$ 2,962	\$ 32,582.00
Materials		\$ 38,419	\$ 3,842	\$ 42,260.90
		\$ 68,039		\$ 74,842.90

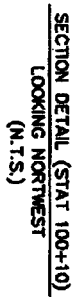
Fort Bend County Project: #732  
Utility: Enstor  
Utility Project Number:  
Roadway: Greenbusch Road (Phase II)  
Eligibility Ratio: 100%

## EXHIBIT B

### INCLUDES:

Plan of Adjustment Drawings (see attached)



[illegible]

Fort Bend County Project: #732  
Utility: Enstor  
Utility Project Number:  
Roadway: Greenbusch Road (Phase II)  
Eligibility Ratio: 100%

## EXHIBIT C

### INCLUDES:

Easement or Fee Title Documents

Eligibility Calculation

### ELIGIBILITY CALCULATION:

#### 1) 8" adjustment at STA 100+10

- |   |                 |
|---|-----------------|
| a. Length of line in existing public road right-of-way: | <u>0.00-FT</u>  |
| b. Length of line in private easement:                  | <u>20.00-FT</u> |
| c. Total length of line in proposed road right-of-way:  | <u>20.00-FT</u> |
| d. Percent eligible ( $=C/B$ )                          | <u>100%</u>     |