

STANDARD UTILITY AGREEMENT

U-Number: **U-0007 Enterprise Products**
County: Fort Bend
Highway: FM 1093 Westpark

This Agreement by and between the County of Fort Bend, Texas, ("**County**"), and Enterprise Products, ("**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 of certain facilities of **Utility** as indicated in the following statement of work: adjustments to pipeline; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Exhibit "A" and "B".

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 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 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** the costs incurred in adjustment 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 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 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.

Initial Date
Fort Bend County

M.D.B. *12.03.2015*

Initial Date
Enterprise

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.

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 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, severe weather, 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 adjustment, 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**.

The **County** will, upon satisfactory completion of the 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.

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 and Specifications (Exhibit "A");
3. Estimated Costs (Exhibit "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Exhibit "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.

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

Initial Date
Fort Bend County

W.D.B. *12-03-2015*

Initial Date
Enterprise

Investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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 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: Enterprise Products
Name of Utility

By: Michael D. Brown
Authorized Signature

Michael D. Brown
Print or Type Name Agent and Attorney-in-Fact

Title: _____

Date: 12-03-2015

EXECUTION RECOMMENDED:

Fort Bend
COUNTY

By: Robert Hebert
Authorized Signature

Robert Hebert
Print or Type Name

Title: County Judge

Date: 12-15-2015

[Signature] 12/7/15
Initial Date
Fort Bend County

m.d.b. 12-03-2015
Initial Date
Enterprise

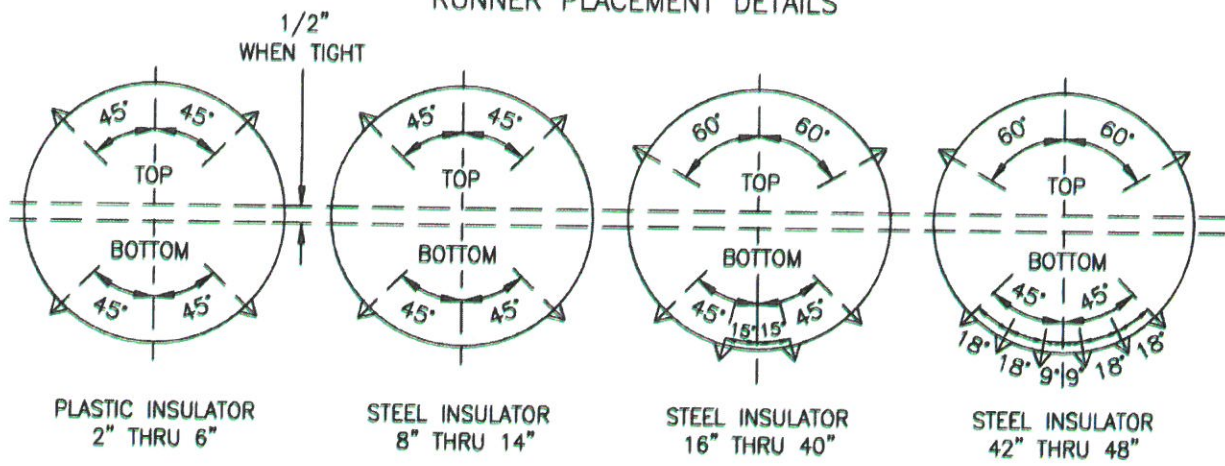
Exhibit "A"

Enterprise Products Plans and Specification

(4 Pages that Follow)

SIZE	GENERAL DIMENSIONS INCHES															
PIPELINE	2	3 & 4	6	8	10 & 12	14	16	18 & 20	22	24 & 26	30	36	38	40	42	46 & 48
CASING	4	8	10	12	16	18	20	24	26	30	36	42	42	46	48	54
MIN. BAND WIDTH	3 1/2			8				12								
MIN. BAND THCK.	.125			.074												
TYPE INSULATOR	HIGH DENSITY POLYETHYLENE FULL ENCIRCLING			STEEL FULL ENCIRCLING WITH COMBINATION STEEL PLASTIC, STEEL RUBBER OR MICARTA RUNNERS												
MINIMUM WIDTH OF RUNNER	1 1/2			1						2						
HEIGHT OF RUNNER	TOP	9/16			7/8				1							
	BOTTOM	9/16			7/8				1 1/2		2					
HEIGHT OF RUNNER	TOP	2						3								
	BOTTOM	2						4				6	6			

RUNNER PLACEMENT DETAILS



LENGTH OF CASING (FT)	18	28	38	48	58	68	78	88	98	108	118	128	138	148	158	168	178	188	198	208
NO. OF INSULATORS	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
LENGTH OF CASING (FT)	218	228	238	248	258	268	278	288	298	308	318	328	338	348	358	368	378	388	398	408
NO. OF INSULATORS	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43

NOTE:

1. THE BOLTS OR STUDS SHALL BE STAINLESS STEEL OR CADMIUM PLATED STEEL
2. THE STEEL INSULATOR LINER SHALL BE NEOPRENE RUBBER OR APPROVED PLASTIC, SHALL BE RIBBED, SHALL BE A MINIMUM THICKNESS OF 90 MILS AND HAVE A SHORE HARDNESS OF 80 TO 90.
3. THE END SEAL SHALL BE THE "S" TYPE AND THE BANDS SHALL BE STAINLESS STEEL.

THIS DOCUMENT CONTAINS GENERAL DESIGN INFORMATION. ADDITIONAL ENGINEERING IS REQUIRED TO ENSURE THAT THE FINAL DESIGN MEETS OR EXCEEDS ALL APPLICABLE CODES, STANDARDS, RULES, REGULATIONS, AND COMPANY REQUIREMENTS.						CASING INSULATORS			Enterprise Products	
NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE	DRAWING SCALE	NONE	DISCIPLINE CATEGORY	CIVIL	
01						DRAWN BY	VGS	1-NOV-2012	TYPE	
02						CHECKED BY	VGS	1-NOV-2012	DESCRIPTION	
03						APPROVED BY	MDR	5-MAR-2013	CASING	
04						ENTERPRISE PRODUCTS STANDARD DRAWING			DRAWING NUMBER	STD-CIDT-2524-00

Exhibit "B"

Enterprise Products

Cost Estimate

(3 Pages that Follow)

Encroachment Project - Budget Estimate

Project: Fort Bend Co., Westbank Toolway - 24" Line C54 P/L Protection
 Location: Fort Bend Co., TX

AFE No.: A11347
 Date: 04/01/15
 Revised: 07/14/15

Scope: Inspect and recoat 110 ft. and extend the casing pipe of 24" Line C54 by approx. 90 ft. on the north side of FM 1093.

Owner: Enterprise Crude Pipeline, LLC
 Operator: Enterprise Crude Pipelines, LLC

By: J. Sibal
 Checked: E. Sangel

Proj. Type Reimbursable AFE - 100% Cost to Fort Bend Co.

CODE	EXPENDITURE TYPES	QTY	UNIT	unit cost	LABOR	unit cost	LABOR	unit cost	MATL	LAB & MATL SUB-TOTAL	TOTAL	ROUNDED	
905	OUTS ENGS/SURVEYING Pipeline Engineering Survey Services Senior Designer (CAD) Project Design Coordinator ROW Specialist Permit Specialist Admin Services	100	hours	\$156	\$15,600					\$15,600			
		5	days	\$2,500	\$12,500					\$12,500			
		110	hours	\$103	\$11,330					\$11,330			
		60	hours	\$100	\$6,000					\$6,000			
		32	hours	\$103	\$3,296					\$3,296			
		8	hours	\$103	\$824					\$824			
		10	hours	\$40	\$400				\$400		\$49,950	\$50,000	
907	INSPECTION - misc. Inspector - Construction Inspector - Pipe & Coating X-Ray Crew (Incl. in 987) X-Rays (Incl. in 987)	18	days	\$1,200	\$21,600					\$21,600			
		8	hours	\$90	\$720					\$720			
		0	days										
		0	days									\$22,320	\$22,000
908	SALARIES & WAGES Engineering - Project Manager Const & Insp Supervisor ROW Representative EH&S Personnel Pipeline Controls	160	hours	\$120	\$19,200					\$19,200			
		15	hours	\$85	\$1,360					\$1,360			
		48	hours	\$90	\$4,320					\$4,320			
		8	hours	\$75	\$600					\$600			
		0	hours	\$65	\$0					\$0		\$25,480	\$25,000
934	PROTECTIVE COATING COATING MATLS AND PAINT (Incl. in 987)												
935	LINE PIPE AND PIPING BENDS 30" O.D x 0.250" W.T., API 5L Grade B, Bare (included in 987) Taxes at 8.250% Freight	0	feet						\$0	\$0			
		0	each						\$0	\$0			
		0	each						\$0	\$0		\$0	

Encroachment Project - Budget Estimate

Project: Fort Bend Co., Westpark Toolway - 24" Line C54 P/L Protection
 Location: Fort Bend Co., TX

AFE No.: A11947
 Date: 04/01/15
 Revised: 07/14/15

Scope: Inspect and recoat 110 ft. and extend the casing pipe of 24" Line C54 by approx. 90 ft. on the north side of FM 1093.

Owner: Enterprise Crude Pipeline, LLC
 Operator: Enterprise Crude Pipeline, LLC
 Proj. Type Reimbursable AFE - 100% Cost to Fort Bend Co.

By: J. Sibal
 Checked: E. Sangal

CODE	EXPENDITURE TYPES	QTY	UNIT	unit cost	LABOR	unit cost	MATL	LAB & MATL SUB-TOTAL	TOTAL	ROUNDED
951	Land & P/L ROW Cost								\$0	\$0
953	ROW Acquisition Services Right-of-Way Agent								\$0	\$0
964	Legal & Prof. Services, Permits, Out of Pocket Reimb. Legal Services Permit Fee	0 1	hours each	\$5,000	\$0 \$5,000			\$0 \$5,000	\$5,000	\$5,000
965	Environmental Mitigation Env. Scientist Services Asbestos Testing, Abatement & Disposal	1	hours each	\$1,500	\$0 \$1,500			\$0 \$1,500	\$1,500	\$2,000
971	Insurance Premiums				\$0			\$0	\$0	\$0
New	Land Damages Temp. Work Space (See Note #5)	0	each	\$0	\$0			\$0	\$0	\$0
983	OPS & MAINT DEPT ASSISTANCE O&M Supervisor Corrosion Tech. Operations Tech.	16 16 8	hours hours days	\$85 \$65 \$650	\$1,360 \$1,040 \$5,200			\$1,360 \$1,040 \$5,200	\$7,600	\$8,000
985	HOME OFFICE & TRAVEL Travel Mileage, Tolls and Travel Expenses	1	each	\$1,000	\$1,000			\$1,000	\$1,000	\$1,000

Encroachment Project - Budget Estimate

Project: Fort Bend Co., Westpark Toolway - 24" Line C54 P/L Protection
 Location: Fort Bend Co., TX

AFE No.: A11347
 Date: 04/01/15
 Revised: 07/14/15

Scope: Inspect and recoat 110 ft. and extend the casing pipe of 24" Line C54 by approx. 90 ft. on the north side of FM 1093.

Owner: Enterprise Crude Pipeline, LLC
 Operator: Enterprise Crude Pipeline, LLC

By: J. Sibal
 Checked: E. Sangnel

Proj. Type Reimbursable AFE - 100% Cost to Fort Bend Co.

CODE	EXPENDITURE TYPES	QTY	UNIT	unit cost	LABOR	unit cost	MATL	LAB & MATL SUB-TOTAL	TOTAL	ROUNDED
987	CONST. CONTRACTS - misc. Prime Contractor Inspect and Recoat approx. 110' and Install 90' (+/-) of 30" Casing on 24" Line C54 in accordance with Markup Plan & Enterprise STD. Drawings STD-CIDT-2520-01, 2521-00, 2524-00 including labor, matl's and equipment. Contractor Mobilize/Demobilize Excavation & Exposing Pipeline Sandblast Inspect and Recoat 24" Fabrication & Installation of 30" Casing Matl's Wax Fill Backfill 1/2 Sack Stab. Sand from 12' below the Pipe up to Nat. Ground Clean Up and Restore site Timber Matting (6' x 8' x 16') Catholic Protection Materials Installation Services	1 1 1 1 20 1 1	ea. ea. ea. ea. mats each each	\$15,000 \$126,000 \$50,000 \$5,000 \$275 \$1,500	\$6,000 \$54,000 \$20,000 \$5,000 \$5,500	\$15,000 \$126,000 \$50,000 \$5,000 \$275 \$1,500	\$6,000 \$54,000 \$20,000 \$5,000 \$5,500	\$21,000 \$180,000 \$70,000 \$5,000 \$5,500	\$284,500 \$397,350 \$0 \$59,700 \$457,050	\$285,000 \$398,000 \$0 \$60,000 \$458,000
988	SUB - TOTAL CONTINGENCY - see Note #6	0%					\$0		\$0	\$0
989	CONSTRUCTION OVERHEAD Grand Total	15%					\$12,225	\$59,603	\$59,700	\$60,000

ESTIMATED COST SHARING	
Enterprise Crude Pipeline, LLC	0.0% \$0
Fort Bend Co.	100.0% \$458,000
	100.0% \$458,000

Notes:

Estimate is based on the following:

- Fair to good weather.
- Company hourly rates - non profit number.
- All casing pipe accessories, coating matl's & wax are supplied by Contractor.
- Relocate exist. CP test station per the direction of corrosion technician.
- Temporary work space easements are required and to be provided by Fort Bend Co.
- As requested by Dannenbaum, Fort Bend Co. engineer, we have removed the 15% contingency allowance. The County to provide contingency.
- Restore right-of-way to original or better conditions.

Exhibit C

Enterprise Products

SCHEDULE:

Start Date: April 02, 2016

Completion Date: June 15, 2016
