

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: TxDOT CSJ 0543-03-067, etc.
Project Title: Crabb River Rd from Rabbs Bayou to just S of LCISD Complex
 Kinder Morgan Pipeline Adjustment
Project Description: Relocate various pipeline appurtenances outside proposed ROW

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and Kinder Morgan, Inc., ("**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 Crabb River Road, which said changes are generally described as follows: Roadway Improvements; and

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, removal, replacement and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: relocation of various natural gas pipeline appurtenances outside the proposed ROW, as described in **Owner's** Scope of Work (estimated at \$138,339.00) attached hereto as Exhibit A and incorporated herein for all purposes; 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. Said facilities are located upon such properties as indicated in the Scope of Work as described in Exhibit A; 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, removal, replacement and/or relocation of certain of its facilities located upon the lands as indicated in the Scope of Work.

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** participation shall consist of one hundred percent (100%) of the eligible cost of the adjustment or relocation, which The Texas Department of Transportation (TxDOT) will reimburse to the **County** at the completion of the project. Pursuant to that, the **Owner** agrees to abide by the Buy America provisions for materials used in their utility relocation work described in the Scope of Work. The latest set of said provisions are outlined in a letter from TxDOT attached hereto as Exhibit B and incorporated herein for all purposes.

The **Owner** agrees that the method to be used to develop the adjustment or eligible relocation costs shall be the 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 percent (100%) of the eligible costs as indicated. The **County** shall make 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**. 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, 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. 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 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 work under this Agreement has been authorized. County shall reimburse Owner one hundred percent (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 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.

It is expressly understood that the Owner conducts the adjustment, removal, replacement and/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.

OWNER

Utility: 
Kinder Morgan Crude and Condensate LLC

By: 
Johnny McGee, Vice President

Date: 10/24/2017

EXECUTION RECOMMENDED:

COUNTY

By:


Robert E. Hebert, County Judge

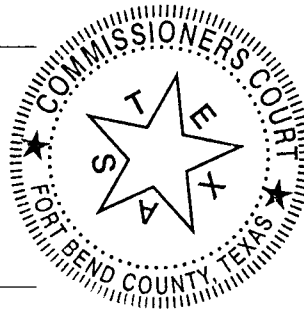
Date:

4-24-2018

ATTEST:

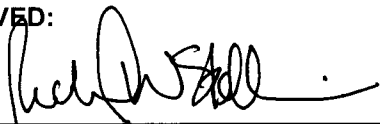
By:


Laura Richard, County Clerk



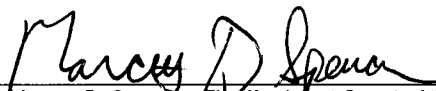
APPROVED:

By:


Richard W. Stolleis, 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 \$ 138,339.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

EXHIBIT A

Plans and Specifications

EXHIBIT B

Construction Cost Estimate

KINDER MORGAN CRUDE & CONDENSATE PIPELINE LLC
KMCC570ML-30"
Casing Vent Pipe & Cathodic Ground Bed Relocation
Crab River Rd. (FM 762) Fort Bend Co. TX
Cost Estimate (file JE151111)

Description	Quantity	Unit	Unit Price	Total
34" Pipe .375" wt.	0	Feet	\$ 150.00	\$ -
3" Pipe .216" wt.*	40	Feet	\$ 20	\$ 800
Freight	1	% of Material	10%	\$ 80
3" 90 Ells*	4	\$ / ea.	\$ 45	\$ 180
30" x 34" Casing Link Seal	0	\$ / ea.	\$ 362	\$ -
30" x 34" Casing End Seal	0	\$ / ea.	\$ 262	\$ -
18" x 24" Casing Link Seal	0	\$ / ea.	\$ 241	\$ -
18" x 24" Casing End Seal	0	\$ / ea.	\$ 176	\$ -
Cathodic Deep Well Ground Bed Labor & Materials	1	\$ / ea.	\$ 40,000	\$ 40,000
Cathodic Test Stations Station	1	\$ / ea.	\$ 175	\$ 175
Freight	1	% of Material	10%	\$ 4,036
Contractor Cost (Labor and Equipment):				
Mob/Demob	0	\$ / ea.	\$ 10,000	\$ -
Construction Labor & Equipment	5	\$ / Day	\$ 9,650	\$ 48,250
18" Pipe Recoat	0	ft.	\$ 300	\$ -
30" Pipe Recoat	0	ft.	\$ 355	\$ -
Hydro Excavation	2	\$ / Day	\$ 4,135	\$ 8,270
Construction Inspection Services	7	\$ / Day	\$ 750	\$ 5,250
ROW Contractor	0	\$ / Day	\$ 625	\$ -
Contract Engineering / Survey / Drafting	20	\$ / Hr.	\$ 165	\$ 3,300
Company Labor	100	\$ / Hr.	\$ 55	\$ 5,500
Employee Benefits	1	% of Labor	48.00%	\$ 2,640
Employee Travel Expense & phone	1	\$ / ea.	\$ 500	\$ 500
Company Vehicle Expense	500	\$ / Mi.	\$ 0.555	\$ 278
R-O-W & Work Space Damages	0	\$ / ea.	\$ 3,000	\$ -
Environmental Permits	0	\$	\$ 1,000	\$ -
Gas Purge and Pack	0	MCF	\$ 6.00	\$ -
Total Estimated Project Cost				\$ 119,258
Company Overhead	1	%	16%	\$ 19,081
Total Estimate Including Overhead				\$ 138,339
AFUDC (Allowance for Funds Used During Construction)	0	Months	7.50%	\$ -
Total Project Requirement				\$ 138,339
Tax Gross-up	0	% of Project	30%	\$ -
Total Project AFE Request				\$ 138,339

* Note: "Buy America Compliant"

Jim Ephraim
October 5, 2017

EXHIBIT C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 6/4/2018

Estimated Duration: 149 Calendar Days

Estimated Completion Date: 10/31/2018

EXHIBIT D

Supporting Documentation

CATHODIC PROTECTION EASEMENT

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF FORT BEND }

WHEREAS, on September 22, 1924, A. P. George, individually and as executor of the Estate of T. W. Davis, deceased, executed in favor of Gulf Pipe Line Company and Gulf Production Company, an easement granting the right to construct, operate and maintain pipelines over and across the T. W. Davis 2228 acre tract in the Michael Young League, Abstract 99, the Henry Wilcox Survey, Abstract 342, the William Byrne Survey, Abstract 112, the Peter Teal Survey, Abstract 337, the Wiley Martin League, Abstract 56, the John Jones 1/4 League, Abstract 41, and the Henry Jones League, Abstract 39, and which easement is of record in Volume 202, Page 416, of the Fort Bend County Deed Records, to which easement and the record thereof, reference is hereby made for all purposes; and

WHEREAS, Chevron Pipe Line Company, successor in interest to Gulf Pipe Line Company, is operating and maintaining a pipeline on said land, and it is the desire of said Company to construct, operate and maintain a cathodic protection unit and appurtenances thereto in the Wiley Martin League, Abstract 56; Alignment Map: Alameda Station to Big Creek Station, Sheet 4 of 5, at Mile Post 42.57.

NOW THEREFORE, the undersigned, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid and the receipt of which is hereby acknowledged, does hereby grant to Chevron Pipe Line Company, its successors and assigns, the right to construct, operate and maintain a cathodic protection unit and appurtenances thereto including the right of ingress and egress to and from said cathodic protection unit and appurtenances, including a utility easement for electric power, on the above mentioned land at said location for so long thereafter as the said Chevron Pipe Line Company, its successors and assigns, shall continue to maintain and operate a pipeline on and across said land under the terms of the aforementioned easement.

In the event any damages are incurred by reason of the construction of the cathodic protection unit and appurtenances thereto on said land, Chevron Pipe Line Company does hereby agree to pay to the undersigned, heirs or assigns, all damages to land, crops and fences which may be occasioned by said installation. Additionally, Chevron Pipe Line Company, by the acceptance hereof, does hereby agree to pay to the undersigned, heirs or assigns, all damages to land, crops and fences which may be occasioned by the operation, maintenance or removal of said unit and appurtenances thereto, on said land.

Grantee agrees it will indemnify and hold harmless Grantor from, and against, all claims for damages, including injury or death, by reason of Grantee use and possession of the premises, or by reason of Grantee's agents, permittees, employees, or contractors, on or about the premises, or by reason of the existence, operation, maintenance, or repair of Grantee's facilities thereon, or the removal of same therefrom.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned on this 27th day of July, A.D., 1992.

THE GEORGE FOUNDATION

By: [Signature]
Joe C. Wessendorff
Trustee

By: [Signature]
Richard J. Trabulsi, Jr.
Trustee

By: [Signature]
Thomas E. Daniel
Trustee

By: [Signature]
James D. Sartwell
Trustee

By: [Signature]
Robert C. Hanna
Trustee

2426 2032

STATE OF TEXAS }
COUNTY OF FORT BEND }

BEFORE ME, the undersigned authority, on this day personally appeared Joe C. Wessendorff, James D. Sartwelle, Richard J. Trabulsi, Jr., Robert C. Harris, and Thomas E. Daniels, as Trustees of The George Foundation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed such instrument for the purposes and consideration therein express, in the capacity therein stated.

GIVEN UNDER my hand and seal of office this 27th day of July, A.D., 1992.

Cynthia Stokely
Notary Public in and for the State of Texas

FILED

'92 JUL 29 AM 11:34

Glenn A. Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Fort Bend County, Texas as stamped by me.

JUL 31 1992



Glenn A. Wilson
County Clerk, Fort Bend Co., Tex.

RETURN TO: Grantee's Address

DWAYNE WALLER
P.O. BOX 111
TRINITY, TX 75802