

STANDARD UTILITY AGREEMENT

County: Fort Bend
 Project No.: 17307
 Project Title: 2017 Mobility Bond Project – Peek Road
 Project Description: Peek Road utility relocation.

This Agreement by and between Fort Bend County, Texas, ("**County**"), acting by and through its Commissioners Court and duly authorized official and Southcross Energy GP, LLC, ("**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 Peek Road, Segment 1, 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** relocate approximately 216 feet of its pipeline at an estimated cost of **\$693,564.00**, 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, 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, Owner 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, Owner 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, Owner 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: Southcross Energy GP, LLC

By:

Matthew T. Berahoin
Authorized Representative - Signature

Matthew T. Berahoin COO
Authorized Representative - Name, Title

Date:

01/12/22

EXECUTION RECOMMENDED:

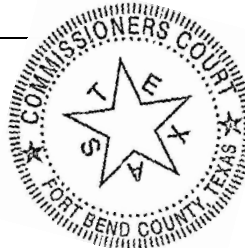
COUNTY

By:

KP George
County Judge KP George
KP George, County Judge

Date:

January 25, 2022



ATTEST:

By:

Laura Richard
Laura Richard, County Clerk

APPROVED:

By:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 693,564.00 to accomplish and pay the obligation of Fort Bend County under this contract.

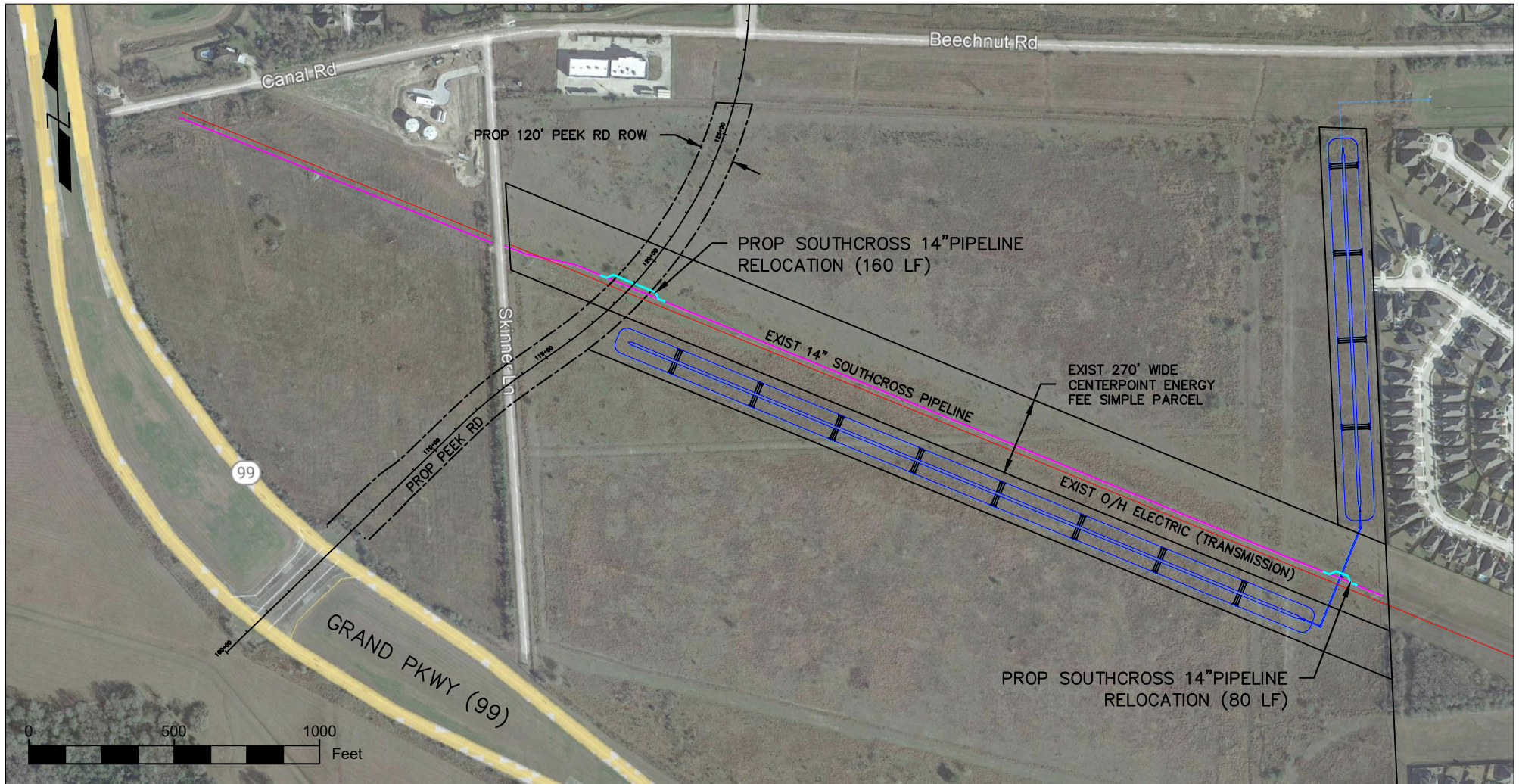
Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

Fort Bend County Peek Road Improvements
Richmond, TX
6/30/2021

PRELIMINARY ESTIMATE OF COSTS

		AGREEMENT ESTIMATE				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUB TOTAL	TOTAL
1	MATERIALS					
	*** Domestic Steel in accordance with the Buy America Requirements					
	* 14" O.D., 0.375 W.T., X-65, coated with 14-16 mils of FBE	240	LF	\$ 145.00	\$ 34,800.00	
	* 14" Segmentable Elbow, 3R, 45 Degrees, SCH STD, Y65, Bare	8	EACH	\$ 4,370.00	\$ 34,960.00	
						\$ 69,760.00
2	PIPELINE CONSTRUCTION					
	New 216-ft long relocation under FM 1463. To include:					
	- Mobilization/Demobilization	4	EACH	\$ 11,000.00	\$ 44,000.00	
	- Prepare work areas, install erosion control & timber mats (if needed)	2	EACH	\$ 12,870.00	\$ 25,740.00	
	- String, weld, X-ray and coat pipe and fittings	240	LF	\$ 110.00	\$ 26,400.00	
	- Hydrostatically Test Bore Pipe (pre-test)	2	EACH	\$ 9,900.00	\$ 19,800.00	
	- Excavate Entry and Exit Pits	4	EACH	\$ 16,500.00	\$ 66,000.00	
	- Conventional Bore	240	LF	\$ 198.00	\$ 47,520.00	
	- Fit-up, weld & X-ray tie-in fittings	4	EACH	\$ 9,900.00	\$ 39,600.00	
	- Hydrostatically Test Pipeline (final test)	2	EACH	\$ 3,850.00	\$ 7,700.00	
	- Run sizing plate pig with air and displace water	240	LF	\$ 16.50	\$ 3,960.00	
	- Run dewatering pig and dry line	240	LF	\$ 55.00	\$ 13,200.00	
	- Assist SXE purge existing pipeline	2	EACH	\$ 3,850.00	\$ 7,700.00	
	- Complete final tie-in's	4	EACH	\$ 11,055.00	\$ 44,220.00	
	- Remove existing 14" steel pipeline	240	LF	\$ 110.00	\$ 26,400.00	
	- Backfill excavations & compact	2	EACH	\$ 10,230.00	\$ 20,460.00	
	- Perform site clean up, & re-seed	2	EACH	\$ 5,940.00	\$ 11,880.00	
						\$ 404,580.00
3	THIRD PARTY PROFESSIONAL					
	<u>DESIGN & PROJECT MANAGEMENT SERVICES</u>					
	ENGINEERING - Pipeline, Design & Engineering, LLC					
	Project Manager	4	HOURS	\$ 190.00	\$ 760.00	
	Project Engineer	168	HOURS	\$ 135.00	\$ 22,680.00	
	Designer	56	HOURS	\$ 90.00	\$ 5,040.00	
	Administrative	8	HOURS	\$ 75.00	\$ 600.00	
	<u>SURVEY SERVICES - Topographic Land Surveyors</u>					
	Topographic survey of project site	1	DAY	\$ 2,123.00	\$ 2,123.00	
	Pipeline Construction Staking with office support	1	DAY	\$ 2,123.00	\$ 2,123.00	
	Pipeline Weld Tally with office support	1	DAY	\$ 2,050.00	\$ 2,050.00	
	As-built Survey with office support	1	DAY	\$ 2,050.00	\$ 2,050.00	
	As-built Deliverables	1	EACH	\$ 1,500.00	\$ 1,500.00	
	<u>INSPECTION - SETEC</u>					
	Construction Manager - D3 Inspection	240	HOURS	\$ 105.00	\$ 25,200.00	
	Per Diem	24	DAYS	\$ 180.00	\$ 4,320.00	
	Mileage	3750	MILES	\$ 0.58	\$ 2,175.00	
						\$ 70,621.00
4	SOUTHCROSS ENERGY					
	Company Labor - Project Manager	160	HOURS	\$ 110.00	\$ 17,600.00	
	Company Labor - ROW Services	120	HOURS	\$ 85.00	\$ 10,200.00	
	Company Labor - Field Representatives	80	HOURS	\$ 65.00	\$ 5,200.00	
						\$ 33,000.00
PRELIMINARY ESTIMATE OF PROJECT COST						\$ 577,970.00
20% CONTINGENCY						\$ 115,594.00
TOTAL ESTIMATE OF PROJECT COST						\$ 693,564.00



LEGEND

- PROP 14" SOUTHCROSS PIPELINE
- EXIST 14" SOUTHCROSS PIPELINE
- EXIST O/H ELEC
- PROP FBC ROW
- PROP DRAINAGE IMPROVEMENTS

SUBMITTED FOR REFERENCE ONLY
ON 09/20/2021
NOT TO BE USED FOR CONSTRUCTION
OR BIDDING PURPOSES

SOUTHCROSS ENERGY 14" PIPELINE RELOCATIONS FBC PEEK ROAD IMPROVEMENTS AGREEMENT EXHIBIT



PIPELINE DESIGN & ENGINEERING, LLC
5826 NEW TERRITORY BLVD, STE 614
SUGAR LAND, TX 77479
PH: 832-668-4800
TBPE FIRM NO. 15143