STANDARD UTILITY AGREEMENT

U-[redacted]: **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.

KPG	6/13/2023		24/April 2023
	Date	Initial	Date
Fort Bend County		Utility	

06/29/2023 Original (e) sent to Jillian Peterson / Miguel Serrano, Engineering

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.

KPG	6/13/2023		24 Apr 2023
Initial	Date	Initial	Date
Fort Bend County		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

KPG 6/13/2023
Date
Fort Bend County

Initial Date
Utility

EXECUTION RECOMMENDED:

COUNTY

By: County Judge KP George
KP George, County Judge

Date: June 13, 2023

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 $ 73,951.71 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

KPG 6/13/23
Date
Fort Bend County

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)

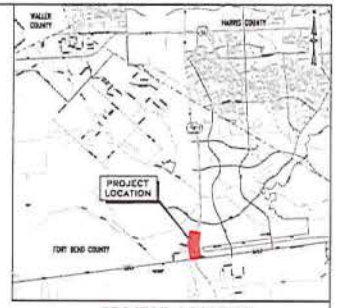
KPG 6/13/2023
Date
Fort Bend County

Initial 24 Apr 2023
Date
Utility

CenterPoint Energy
Houston Gas Engineering

PROPOSED 6" IP PLA GAS MAIN RELOCATION ALONG GRAND PKWY (SH 99) SBFR NORTH OF FM 1093

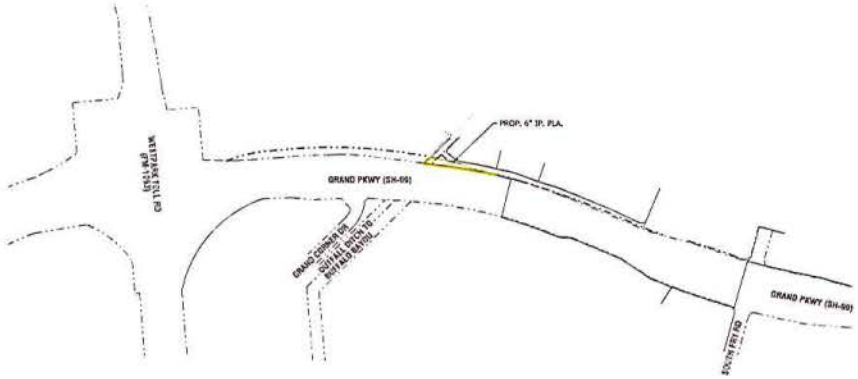
CSJ 3510-04-054
FORT BEND COUNTY, TX
CNP ID#1405314178



PROJECT LOCATION
KEY MAP
439P
NTS

SURVEY REQUEST #103638337
G.C.O.#40935
SUPERIOR W.O.#104924871

United Engineers, Inc.
CIVIL ENGINEERING • LAND DEVELOPMENT
CONSTRUCTION MANAGEMENT • SURVEYING
UTILITY ENGINEERING
9301 SOUTHWEST FREEWAY, SUITE 500
HOUSTON, TEXAS 77074
TEL: (713) 271-2900
FAX (713) 271-2959
TBPE CERTIFICATION OF REGISTRATION # F-000151



GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (JOSE ZEA LA ROCHELLE @ 713-271-2900) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-04-1.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL PRESUMED ASBESTOS CONTAINING MATERIAL.
7. TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-01-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (VINCE PACHECO 713-907-7386) AND ENSURE DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

GAS MAINS TO OPERATE UNDER 100 PSIG

GAS MAINS TO BE BORE INSTALLED

BORED SECTIONS WILL EXTEND MINIMUM 5=FEET BEYOND EDGE OF CONCRETE PAVEMENT, OR 10=FEET BEYOND EDGE OF ASPHALT PAVEMENT(INCLUDING ALL CROSS SECTIONS), PLUS ANY ADDITIONAL WIDTH NECESSARY TO CLEAR AN EXISTING SIDEWALK.

ABANDON GAS MAIN IN PLACE

ABANDONED GAS MAIN IN PLACE SHOULD BE GROUT FILLED AND CAPPED AT BOTH ENDS

PIPELINES CONTACT INFORMATION

GAS CONTRACTOR

PLEASE FIELD VERIFY PIPELINES, NOTIFY ONE CALL 811, AND CONTACT THE PERMANS REPRESENTATIVE AT LEAST 72 HRS PRIOR TO BEGIN ANY WORK AROUND ITS FACILITIES.

TXDOT - DISTRICT MERCADO - 979-764-5918

ATMOS - 811 CALL - DAMAGE PREVENTION
MARCO DE LUNA - DAGUILLERA - TXCC - 469-548-5101

FORT BEND COUNTY NOTES:

1. THE CONTRACTOR SHALL CONTACT TEXAS ONE CALL SYSTEM AT 1-800-245-4545 MIN. 48 HOURS BEFORE DIGGING.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENTCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO PROPERLY LOCATE AND PRESERVE ALL CITY OF STAFFORD FACILITIES.
3. NO MORE THAN ONE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 18" LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPEN OVER NIGHT)
4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
6. TRAFFIC CONTROL PLAN MUST BE FOLLOWED TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
7. ANY SIDEWALK/CONCRETE PAVEMENT, CURBS OR LANDSCAPE DISTURBED DURING CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE AND/OR REPLACE TO ORIGINAL OR BETTER CONDITION AND BE MATCHED WITH EXISTING GRADE.
8. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS AND REGULATIONS.

GAS STAKING

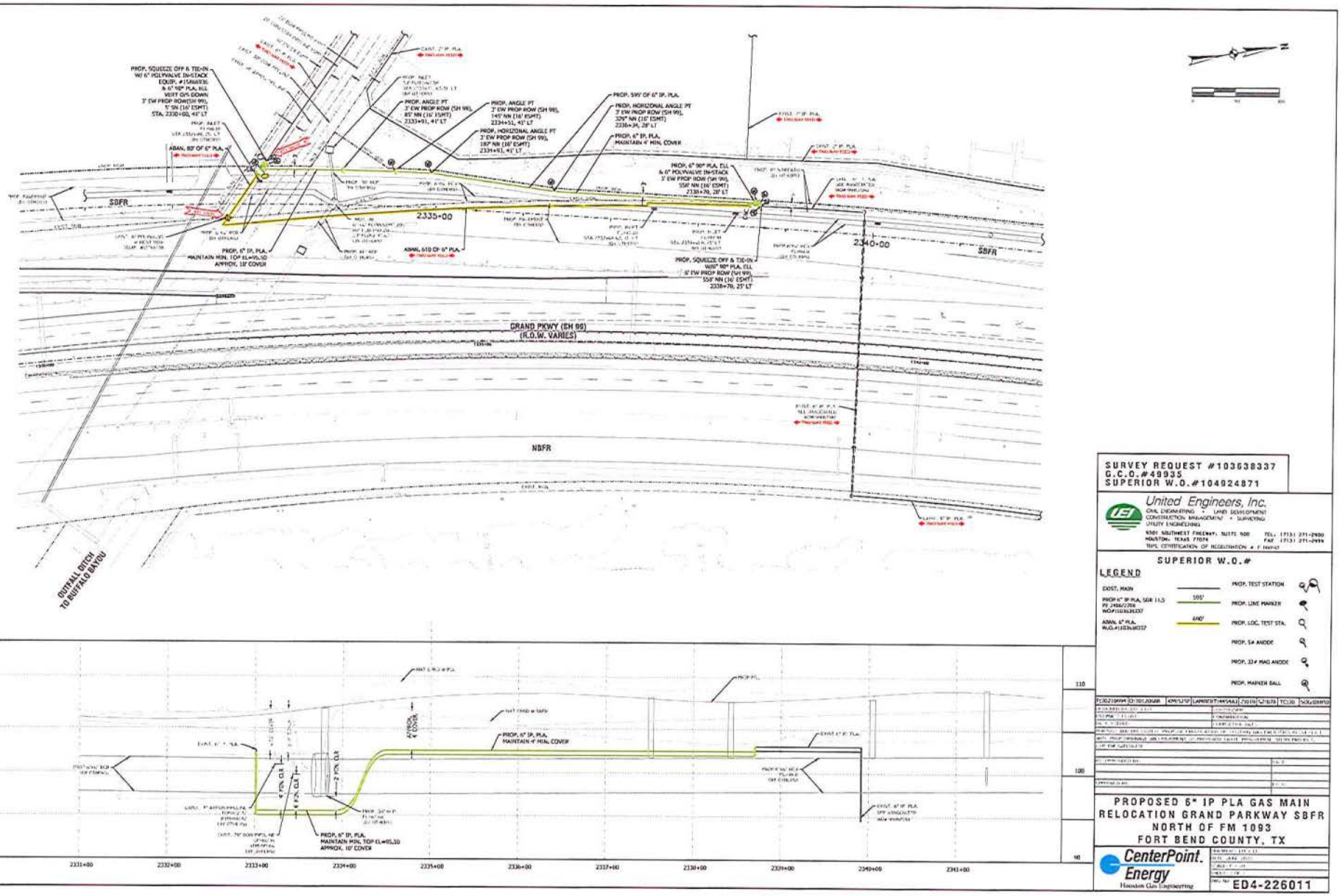
JOB NO: _____ BY: _____ DATE: _____
ESMTS. DED. BY: _____ ESMT. DOCUMENTS: _____
MONUMENTATION FND.: _____ PLAT DISTS. CHK.=DI: _____
ESMTS. NEEDED AT: _____
NON-STD. STAKING: _____ REASON: _____

PERMITS REQUIRED FOR CONSTRUCTION

- [x] NO PERMITS REQUIRED
- [ ] TXDOT
- [ ] CITY: _____
- [x] COUNTY: FORT BEND
- [ ] FLOOD CONTROL/DRAINAGE: _____
- [ ] RAILROAD: _____

PROJECT LENGTH TOTALS

PROP 6" IP PLA. SEW ELS PL (NEW) FOR W.O.#103638337	597'
ABAN. 6" PLA. W.O.#103638337	597'



SURVEY REQUEST #103638337
G.C.O.#49935
SUPERIOR W.O.#104924871

United Engineers, Inc.
CIVIL ENGINEERING • LAND DEVELOPMENT
CONSTRUCTION MANAGEMENT • SURVEYING
UTILITY ENGINEERING
9301 SOUTHWEST FREEWAY, SUITE 900 TEL: (713) 271-2900
HOUSTON, TEXAS 77074 FAX: (713) 271-2999
TBPE CERTIFICATION OF REGISTRATION # F-1009

SUPERIOR W.O.#

LEGEND

EXIST. MAIN		PROP. TEST STATION	
PROP 6" IP PLA, SDR 11.5 PP 24866/2706 WOP:103638337	599'	PROP. LINE MARKER	
ABAN. 6" PLA. W.O.#103638337	440'	PROP. LOC. TEST STA.	
		PROP. SA ANODE	
		PROP. 33 # MAG ANODE	
		PROP. MARKER BALL	

PROPOSED 6" IP PLA GAS MAIN
RELOCATION GRAND PARKWAY SBFR
NORTH OF FM 1093
FORT BEND COUNTY, TX

CenterPoint. Energy
Houston Gas Engineering

ED4-226011

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 24 April 2023
Date
Utility

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)

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 2023

Initial Date

Utility

Engineering Labor

Description	Quantity	Days	Hours	Rate (hrly)	Amount
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

Description	Quantity	Days	Hours	Rate (hrly)	Amount
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

Description	Quantity	Days	Hours	Rate (hrly)	Amount
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	Quantity	Unit	Rate	Amount
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' complaint

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

24 April 2023

____ _____ Date
Fort Bend County

Initial _____ Date
Utility