

STANDARD UTILITY AGREEMENT

County: Fort Bend
 Project No.: 17310
 Project Title: 2017 Mobility Bond Project – Brandt Road
 Project Description: Relocation of 14-inch Pipeline

This Agreement by and between Fort Bend County, Texas, (“County”), acting by and through its Commissioners Court and duly authorized official and Thunderdome Pipeline, LLC, (“Owner”), a Texas limited liability company. County and Owner may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, the County has determined that it necessary to make certain improvements to Brandt Road under the 2017 Mobility Bond Project No. 17310 (hereinafter, the “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 Owner has provided sufficient legal authority to the County to establish an interest in properties affected by the 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 facilities in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties mutually agree as follows:

1. 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” provided by Owner in the amount of Five Hundred Thirty Seven Thousand Three Hundred and 00/100 Dollars (\$537,300.00) which Services are further described and depicted in Exhibit “A” attached hereto and incorporated by reference for all intents and purposes. County shall pay Owner a contingency of twenty percent (20%) of such estimated costs totaling Eighty Nine Thousand Five Hundred Fifty and 00/100 Dollars (\$89,550.00) prior to commencement of the Services.
2. 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.

3. 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.
4. All payments by County under this Agreement shall be made as follows: Owner shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them 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 forty-five (45) calendar days.
5. 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 plans submitted to County.
6. Notwithstanding the foregoing, the Maximum Compensation to Owner for the services provided under this Agreement is Five Hundred Thirty Seven Thousand Three Hundred and 00/100 Dollars (\$537,300.00). Owner 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 written approval by County.
7. **OWNER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS WITH RESPECT TO THE SERVICES PROVIDED BY OWNER UNDER THIS AGREEMENT. OWNER FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.**
8. Prior to the commencement of the Services under this Agreement, Owner shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Owner shall maintain such insurance coverage from the time Services commence until Services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Owner shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas , and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Owner shall contain a waiver of subrogation in favor of County and members of Commissioners Court. If required coverage is written on a claims-made basis, Owner warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

- 9. 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.
- 10. The Owner will retain records of such eligible costs in accordance with the provisions of 23 CFR 645, Subpart A.
- 11. The Owner, by execution of this Agreement, does not waive any rights to which Owner may legally have within the limits of the law.
- 12. This Agreement is subject to cancellation by the County and any time up to the date that Services under this Agreement has been authorized.
- 13. 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.

14. 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:
- (a) 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.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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.
15. **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.

Signed and entered this 22nd day of August, 2023.

FORT BEND COUNTY, TEXAS



County Judge KP George

KP GEORGE,
COUNTY JUDGE

ATTEST:



LAURA RICHARD,
COUNTY CLERK



APPROVED:



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

Signed and entered this 27 day of July, 2023.

THUNDERDOME PIPELINE, LLC
A Texas limited liability company

By: **Max Midstream, LLC,**
a Texas limited liability company,
Manager of Thunderdome Pipeline, LLC

By: *David Huffman*

Printed Name: DAVID HUFFMAN

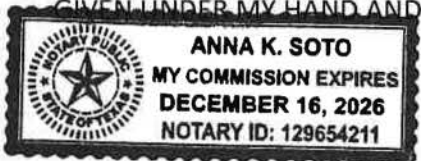
Title: HEAD OF OPERATIONS, ENGINEERING & HSE
Of Max Midstream, LLC

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary, on this day personally appeared DAVID HUFFMAN HEAD OF OPS, ENG. & HSE of Max Midstream, LLC, a Texas limited liability company and Manager of Thunderdome Pipeline, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of July, 2023.



Anna Soto
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

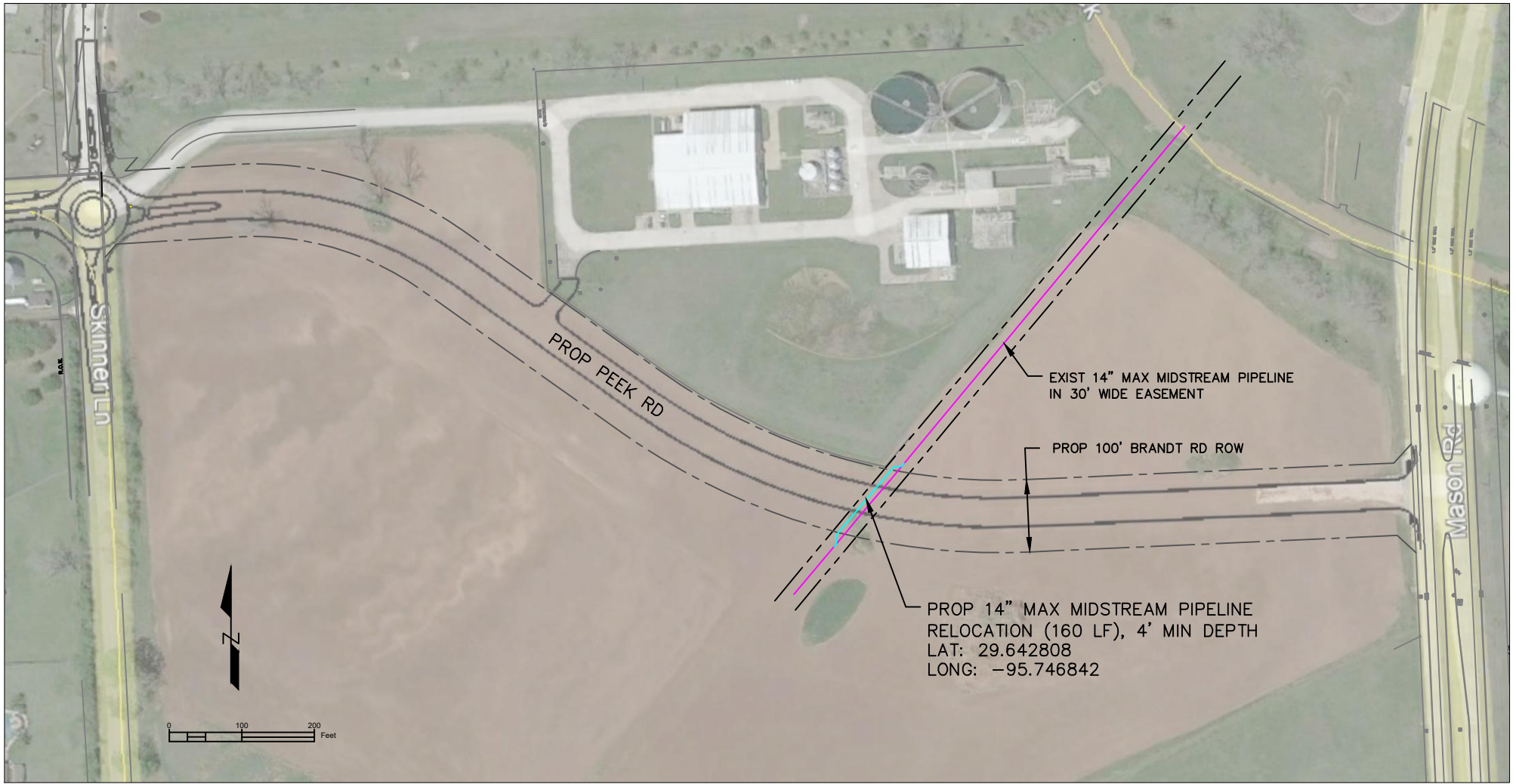
EXHIBIT A

(Follows Behind)

**Max Midstream 14" Pipeline Relocation
Fort Bend County Brandt Road Improvements
Richmond, TX
2/28/2023**

PRELIMINARY ESTIMATE OF COSTS

ITEM	DESCRIPTION	QUANTITY	UNIT	AGREEMENT ESTIMATE		
				UNIT COST	SUB TOTAL	TOTAL
1	MATERIALS					
	14" O.D., 0.375 W.T., X-65, coated with 14-16 mils of FBE	160	LF	\$ 150.00	\$ 24,000.00	
	14" Segmentable Elbow, 3R, 45 Degrees, SCH STD, Y65, Bare	4	EACH	\$ 2,500.00	\$ 10,000.00	
						\$ 34,000.00
2	PIPELINE CONSTRUCTION					
	<i>Replacement of 160LF of 14" Pipeline. To include:</i>					
	- Mobilization/Demobilization	2	EACH	\$ 7,500.00	\$ 15,000.00	
	- Prepare work areas, install erosion control & timber mats (if needed)	1	EACH	\$ 50,000.00	\$ 50,000.00	
	- String, weld, X-ray and coat pipe and fittings	160	LF	\$ 561.91	\$ 89,905.60	
	- Open cut installation	160	LF	\$ 69.00	\$ 11,040.00	
	- Fit-up, weld & X-ray tie-in fittings	2	EACH	\$ 6,800.00	\$ 13,600.00	
	- Hydrostatically Test Pipeline (final test)	1	EACH	\$ 25,000.00	\$ 25,000.00	
	- Run sizing plate pig with air and displace water	160	LF	\$ 50.80	\$ 8,128.00	
	- Run dewatering pig and dry line	160	LF	\$ 50.80	\$ 8,128.00	
	- Assist SXE purge existing pipeline	3	EACH	\$ 10,150.00	\$ 30,450.00	
	- Complete final tie-in's	2	EACH	\$ 5,300.00	\$ 10,600.00	
	- Remove existing 14" steel pipeline	160	LF	\$ 50.00	\$ 8,000.00	
	- Backfill excavations & compact	1	EACH	\$ 5,800.00	\$ 5,800.00	
	- Perform site clean up, & re-seed	1	EACH	\$ 8,500.00	\$ 8,500.00	
						\$ 284,151.60
3	THIRD PARTY PROFESSIONAL					
	Engineering and Project Management Services - PDE	160	HOURS	\$135.00	\$ 21,600.00	
	Nitrogen Pack Pipeline 50 psig	1	EACH	\$15,000.00	\$ 15,000.00	
	Inspection Services	13	DAYS	\$ 1,080.00	\$ 14,040.00	
	NDT	11	DAYS	\$ 1,850.00	\$ 20,350.00	
	Survey, Mapping & As-Built Services	1	EACH	\$ 23,600.00	\$ 23,600.00	
	Construction Management	1	EACH	\$10,000.00	\$ 10,000.00	
						\$ 104,590.00
4	MAX MIDSTREAM					
	Company Labor - Project Manager	1	EACH		\$ 10,000.00	
	Company Labor - ROW Services	1	EACH		\$ 5,000.00	
	Company Labor - Field Representatives	1	EACH		\$ 10,000.00	
						\$ 25,000.00
				PRELIMINARY ESTIMATE OF PROJECT COST		\$ 447,750.00
				20% CONTINGENCY		\$ 89,550.00
				TOTAL ESTIMATE OF PROJECT COST		\$ 537,300.00



**MAX MIDSTREAM
 14" PIPELINE RELOCATION
 FORT BEND COUNTY
 BRANDT 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

LEGEND	
	PROP 14" MAX MIDSTREAM PIPELINE
	EXIST 14" MAX MIDSTREAM PIPELINE
	MAX MIDSTREAM EASEMENT
	PROP FBC ROW