

**CONTRACTUAL AGREEMENT FOR  
RIGHT-OF-WAY UTILITY ADJUSTMENTS**

THE STATE OF TEXAS

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COUNTY: Harris

ROAD: Roland Road

COUNTY OF HARRIS

This Agreement entered into by and between **Harris County** ("County"), acting by and through the Harris County Engineering Department ("HCED"), and **Enterprise Crude Pipeline LLC** ("Owner"). The County and Owner each may also be referred to individually herein as a "Party", or collectively as the "Parties".

**RECITALS**

WHEREAS, County deems it necessary to make certain improvements including drainage and infrastructure improvements for and related to Roland Road and related infrastructure ("Proposed Road Improvement"), located in Harris County Precinct 4; and

WHEREAS, Owner has asserted an interest in certain lands as set forth in an Affidavit dated October 12, 2022, and attached hereto as **Exhibit 1** and the Proposed Road Improvement will necessitate the adjustment, removal, or relocation of certain utility facilities of Owner located upon such lands as indicated in the following statement of work ("Work"):

Remove approximately 44' total (23' on east side and 21' on west side) and group fill approximately 33' on each of two (2) abandoned pipelines where they cross under the existing Roland Road ROW. Remove approximately 157' of each of the two pipelines identified above where they cross a proposed drainage ditch ROW near Porter Road; and

WHEREAS, County desires to accomplish the adjustment, removal, or relocation of Owner's utility facilities located within the right-of-way ("ROW") owned by the County and affected by this Agreement,

NOW THEREFORE, the Parties desire to enter into this Agreement, as follows:

**I. Owner's Responsibilities**

- A. Upon execution of this Agreement by the Parties, Owner shall submit the Plans and/or Sketch of the Work, Estimate of Costs, Affidavit of Property Ownership, and other instruments, as appropriate, for approval by County.
- B. Owner agrees to prosecute the Work diligently to completion so as to not result in reasonably-avoidable interference or delay in County's construction of the Proposed Road Improvement or in the Work. Owner will carry out the Work in accordance with the Plans or Sketch attached hereto.

## **II. County's Responsibilities**

Upon County's approval of the instruments referenced in Section I.A of this Agreement, County will authorize Owner in writing to proceed with the Work ("Notice to Proceed"). A copy of the Commissioners Court Order related to this Agreement will be attached to the Notice to Proceed.

## **III. Terms of Payment**

- A. County agrees to pay Owner and Owner agrees to accept payment equal to 100% of the total actual and related indirect costs of the Work, reduced by any applicable salvage and betterment, which may result from the Work ("Owner's Costs"). The amount paid by County pursuant to this Agreement shall be full compensation to Owner for the Owner's Costs ("County's Payment"). County's Payment represents the portion of the Work for which County is legally required to pay and for which Owner is legally entitled to be reimbursed.
- B. Owner shall remit all invoices for reimbursement of Owner's Costs to County no later than ninety (90) days after completion of the Work. Any reimbursement due under this Agreement will be based on the Owner's Costs incurred in a commercially-reasonable manner. Owner shall submit to County an itemized final invoice to include supporting documentation of all costs incurred ("Final Invoice") for the Work. County will reimburse Owner within thirty (30) days of County's receipt of the Final Invoice.
- C. County shall have no obligation to pay Owner for the Work contemplated under this Agreement until sufficient funds are certified by the County Auditor as available from current fiscal funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.

## **IV. Limitation of Liability**

- A. Unless the Parties mutually agree to modify this Agreement to provide for additional funding, County shall in no event be liable to pay a sum greater than Two Hundred Forty-One Thousand Three Hundred Twenty-Seven and No/100 Dollars (\$241,327.00) in reimbursement of Owner's Costs ("Limitation of Liability"). Owner shall not be obligated to incur costs in excess of the Limitation of Liability as provided herein.
- B. If circumstances arise such that, based on commercially-reasonable criteria, there is the likelihood that the amount of the Limitation of Liability will be insufficient to cover 100% percent of the Costs of the Work, Owner may (i) notify County of such likelihood and the basis thereof, and inform County of its reasonable estimate of the additional amount that will be sufficient to cover the cost to complete the Work ("Additional Costs"), and, at its option, (ii) stop the Work. Any Additional Costs attributable to the negligence of Owner or its contractor(s) in the performance of the Work shall not constitute "commercially reasonable criteria" and will not be the basis for additional compensation to Owner.

- C. Upon receipt of Owner's notice as described herein, County may submit a request to Commissioners Court to amend or supplement this Agreement to increase the Limitation of Liability by the amount of the Additional Costs. If Commissioners Court does not approve the proposed amendment or supplement within thirty (30) days of County's receipt of Owner's notice, Owner may restore its facilities and seek reimbursement for 100% of the Cost of the Work, including, but not limited to, restoration cost incurred, subject to the Limitation of Liability.

## **V. Joint Use Permit**

Owner's interests in the land within the County's ROW shall be subject to the Joint Use Permit attached hereto as **Exhibit 2** and incorporated herein.

## **VI. Notice**

- A. All notices required to be given hereunder ("Notice") shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, or by courier services, addressed as follows:

Owner:

Enterprise Crude Pipeline LLC  
1100 Louisiana St.  
Houston, TX 77002  
Attention: Jonathan C. Reyes  
**Email:** jreyes@eprod.com

County:

Harris County Engineering Department  
1111 Fannin Street, 7<sup>th</sup> Floor  
Houston, Texas 77002  
Attention: Okechukwu Chika, Chief Utility Coordinator  
**Email:** okechukwu.chika@eng.hctx.net

Any Notice sent by mail or delivery services as provided herein shall be deemed given and completed on the date of actual receipt thereof.

- B. All communications and invoices given hereunder may be given by electronic means or in the same manner as Notices described herein.
- C. Each Party shall have the right to change its respective address and each shall have the right to specify as its address any other address in the State of Texas by giving at least fifteen (15) days' written notice of such change to the other Party.

## **VII. Attached Instruments**

The instruments attached to and made a part of this Agreement are:

- Exhibit 1** - Affidavit
- Exhibit 2** - Joint Use Permit
- Exhibit 3** - Cost Estimate
- Exhibit 4** - Chief Utility Coordinator's Approval of Cost Estimate
- Exhibit 5** - Company Plans or Sketch
- Exhibit 6** - Utility Adjustment Approval Form

## **VIII. Termination**

County may terminate this Agreement at any time up to the date that the Work under this Agreement has been authorized and such termination will not create any liability on the part of County.

## **IX. Liability of the Parties**

Subject to Section XV below, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agents, contractors, or subcontractors arising out of or under this Agreement and which result from any act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a vendor; committed by the Party or its employees, officials, agents, consultant under contract, or another entity over which it exercises control.

## **X. Applicable Law and Venue**

- A. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.
- B. This Agreement is governed by the laws of the State of Texas.
- C. The exclusive forum for any action arising out of, in connection with, or in any way relating to, the Agreement shall be in a state or federal court of competent jurisdiction in Texas.
- D. The exclusive venue for any action arising out of, in connection with, or in any way relating to, the Agreement shall be in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

## **XI. Assignment**

No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

## **XII. Independent Parties**

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the Owner for any purpose. The Owner, nor its officials, employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

## **XIII. No Third Party Beneficiaries**

The County is not obligated or liable to any party other than Owner for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

## **XIV. Waiver of Breach**

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

## **XV. No Personal Liability; No Waiver of Immunity**

- A. Nothing in the Agreement is construed as creating any personal liability on the part of any official, officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

## **XVI. Applicable Law and Venue**

This agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

## **XVII. Anti-Boycott**

In accordance with Tex. Gov't Code Ann. § 2270.002, Owner warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

## **XVIII. Foreign Terrorists Organizations**

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Owner warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Owner does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

## **XIX. No Binding Arbitration; Right to Jury Trial**

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

## **XX. Contract Construction**

- A. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C. When terms are used in the singular or plural, the meaning shall apply to both.
- D. When either the male or female gender is used, the meaning shall apply to both.

## **XXI. Recitals**

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

## **XXII. Entire Agreement; Modifications**

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

**XXIII. Severability**

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

**XXIV. Survival of Terms**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

**XXV. Multiple Counterparts/Execution.**

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

**XXVI. Warranty**

By execution of this Agreement, the Owner warrants that the duties accorded to the Owner in this Agreement are within the powers and authority of the Owner.

**HARRIS COUNTY**

**ENTERPRISE CRUDE PIPELINE LLC**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

By: \_\_\_\_\_  
John Sanchez  
Agent and Attorney-in-Fact

APPROVED AS TO FORM:

ATTEST:

**CHRISTIAN D. MENEFE**  
Harris County Attorney

By: An Le  
An Le  
Assistant County Attorney  
C.A. File No.: 22GEN2392

\_\_\_\_\_  
Secretary

**AFFIDAVIT**

**THE STATE OF TEXAS**  
**COUNTY OF HARRIS**

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**COUNTY: Harris**  
**ROAD: Roland Road**

WHEREAS Harris County, hereinafter called the "County," deems it necessary to make certain improvements including drainage and infrastructure improvements for and related to Roland Road and related infrastructure "Improvements;" and

WHEREAS, it is anticipated that the Improvements will affect the facilities of Enterprise Crude Pipeline LLC, acting by and through its Agent and Attorney-in-Fact, hereinafter called the "Owner," at the following-described location:

Roland Road and related infrastructure; west of Porter Road

WHEREAS, the County has requested that the Owner furnish the County information relative to interests that Owner holds in lands at the above-indicated location,

NOW THEREFORE, before me, the undersigned authority, this day personally appeared John Sanchez who, after being by me duly sworn, did depose and say:

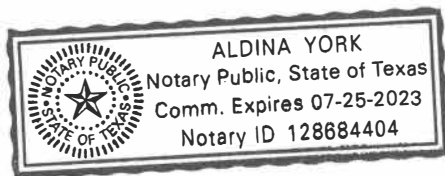
"My name is John Sanchez. I am above the age of eighteen (18) and fully qualified to make this affidavit. I am the Agent and Attorney-in-Fact of Enterprise Crude Pipeline LLC and as such, have knowledge of the facts contained herein, and they are all true and correct.

To the best of my knowledge, Enterprise Crude Pipeline LLC is the owner of certain interests in the above-indicated lands, described as follows:

Roland Road and related infrastructure; west of Porter Road"

  
\_\_\_\_\_  
John Sanchez  
Affiant

Sworn to and subscribed before me this 12<sup>th</sup> day of October, 2020].



  
\_\_\_\_\_  
Notary Public in and for the State of Texas



**JOINT USE PERMIT**

**THE STATE OF TEXAS**

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**COUNTY: Harris**

**ROAD: Roland Road**

**COUNTY OF HARRIS**

WHEREAS, Harris County, hereinafter called the "County," proposes to make certain improvements on that section of the above-indicated road generally located as follows:

Roland Road and related infrastructure; west of Porter Road

WHEREAS, it is understood that the above referred to improvements will affect the facilities of Enterprise Crude Pipeline LLC, hereinafter called the "Owner", which is in possession of, and will retain possession of, certain properties that the County must cross and encroach upon in the construction and maintenance of these improvements, such crossings or encroachments being as detailed and to the extent as shown and described on the sketch sheet or sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted by Owner, by and through John Sanchez, its Agent and Attorney-in-Fact, to County to cross and encroach upon Owner's said properties for the purposes set forth herein and as detailed and to the extent as shown and described on the sketch sheet or sheets attached hereto as Attachment A and incorporated by reference herein.

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance, or other work on facilities owned and operated by either the County or the Owner in the area jointly occupied by this permit, where such work will disturb, detrimentally affect, or interfere with the facilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may, at its own responsibility and risk, make necessary emergency repairs, notifying the other party hereto of this action as soon as practical.

The Owner, by execution of this permit by its representative listed below, does not waive any of the rights which Owner may legally have within the limits of the laws of this State.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures.

HARRIS COUNTY ENGINEERING  
DEPARTMENT

By: \_\_\_\_\_

*Okechukwu Chika*

Chief Utility Coordinator,  
Architecture & Engineering

Date: 10/9/2022

ENTERPRISE CRUDE PIPELINE LLC

By: \_\_\_\_\_

*John Sanchez*  
Agent and Attorney-in-Fact

Date: \_\_\_\_\_

## Project Cost Estimate

Project Title:		Harris County - Roland Road and Porter Road - Abandoned 8-inch Line C3 & C4 Pipeline Removal			Item Description		Rate	
Project ID:		DB 16814			Tax - Labor/Services		8.25%	
Project Location:		Harris County, TX			Tax - Material		8.25%	
Revision Number:		Rev 11/3/22			Capitalized Int., (Y1)		0.00%	
Scenario Name:					Capitalized Int., (Y2)		0.00%	
Estimate Type:		Definitive						
Cost Center:		13100-20052 Enterprise Crude Pipeline LLC (100%)						
Project Type:		Reimbursable						
AFE Classification		Stay in Business						

4.0 - GENERAL CONTRACTS											
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
	Construction contracts-misc								\$ 100,000.00		
4.3		1. General Contractor - Cut and cap and removal of 8" LID C3 & 8" LID C4 inside road ROW and at proposed drainage crossing, grout pipe under existing roadway			lot	1	\$ 100,000	\$ 100,000	\$ -	\$ 100,000.00	Average of 3 contractors
	0										

5.0 - ENGINEERING											
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
	Outside Engineering								\$ 20,500.00		
5.2	0	Project Engineering			lot	1	\$ 13,000	\$ 13,000	\$ -	\$ 13,000.00	LJA Quote
	0	Survey Services (Const Staking, Asbuilt)			lot	3	\$ 2,500	\$ 7,500	\$ -	\$ 7,500.00	

6.0 - INSPECTIONS COSTS											
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
	Inspection Misc.								\$ 28,800.00		
6.7	0	Chief Inspector (Welding)/COR			day	21	\$ 1,200	\$ 25,200	\$ -	\$ 25,200.00	
	0	Hot Tap Inspector			day	3	\$ 1,200	\$ 3,600	\$ -	\$ 3,600	

7.0 - INTERNAL COSTS											
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
	Office Costs & Travel								\$ 500.00		
	0	Office Cost & Travel Expenses			ea	2	\$ 250	\$ 500	\$ -	\$ 500.00	
	Salaries & Wages								\$ 19,180.00		
7.6	0	Project Manager			hr.	80	\$ 180	\$ 12,800	\$ -	\$ 12,800.00	
	0	Pipeline Tech/Operator			hr.	8	\$ 80	\$ 640	\$ -	\$ 640.00	
	0	Project Admin			hr.	8	\$ 65	\$ 520	\$ -	\$ 520.00	
	0	Environmental			hr.	8	\$ 90	\$ 720	\$ -	\$ 720.00	
	0	Sr. Land Agent			hr.	50	\$ 90	\$ 4,500	\$ -	\$ 4,500.00	

8.0 - LEGAL/PROFESSIONAL SERVICES/EHS&T											
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
	Land Damages								\$ 10,000.00		
8.4	0	Temporary Work Space outside ROW - 2 sites @ \$5000 per			ea	2	\$ 5,000	\$ 10,000	\$ -	\$ 10,000.00	Land Quote
	Legal & Professional Services								\$ 3,500		
8.5	0	Legal Support			ea	1	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	Land Quote

PROJECT CONTINGENCY										
Line Item	Item Description				Rate (%)	Unit Rate	Cost	Weighted Average	Subtotal	Notes
	Contingency								\$ 27,372	
7.1	4.0 - GENERAL CONTRACTS			15%	Rate	\$100,000	55%	\$ 15,000		
	5.0 - ENGINEERING			15%	Rate	\$20,500	11%	\$ 3,075		
	6.0 - INSPECTIONS COSTS			15%	Rate	\$28,800	16%	\$ 4,320		
	7.0 - INTERNAL COSTS			15%	Rate	\$19,680	11%	\$ 2,952		
	8.0 - LEGAL/PROFESSIONAL SERVICES/EHS&T			15%	Rate	\$13,500	7%	\$ 2,025		

PROJECT SUMMARY				
Summary		AFE Total		
Subtotal		\$182,480		
Contingency & Insurance		16%		\$27,372
Capitalized Interest				\$0
Project Overhead		16%		\$31,478
Total				\$241,327
COST RESPONSIBILITIES				
Enterprise		0.00%		\$0.00
Harris County		100.00%		\$241,327

Notes / Assumptions:

1. The scope is to remove approximately 44 feet total (23 ft on east side and 21 feet on west side) and grout fill approximately 33 feet on each of two (2) abandoned pipelines where they cross under the existing Roland Road ROW, Remove approximately 157 feet of each of the two pipelines identified above where they cross a proposed drainage ditch ROW near Porter Road.

2. The estimate package doesn't include any inflation or escalation of material and service cost at the time of execution.



## HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

DR. MILTON RAHMAN, P.E., PMP, CFM, ENV SP

1111 Fannin St., 12th Floor

Houston, Texas 77002

Date of Request:

Requested By: Harris County Engineering – Gil Nunez Cruz / Monir Yari

Due Date:

Project Information	Description
UPIN/Name	19103MF14C01 / Roland Road and Related Infrastructure Drainage Improvements - 2018
Road	Roland Rd. & West of Porter Rd
Road No.	
Proposed Road Improvements	Drainage and Infrastructure improvements for and related to Roland Road and Related Infrastructure
Precinct	4
Utility Owner/Company	Enterprise Crude Pipeline LLC.
Utility Scope of Work	<p>Roland Rd: remove approximately 44 feet total (23ft on east side and 21 feet on west side) and group fill approximately 33 feet on each of two (2) abandoned pipelines where they cross under the existing Roland Road ROW.</p> <p>West of Porter Rd: remove approximately 157 feet of each of the two pipelines identified above where they cross a proposed drainage ditch ROW near Porter Road.</p>
Owner's Costs	\$241,327
Percentage Reimbursable	100%
Utility Point of Contact	Jonathan C. Reyes - <a href="mailto:JREYES@eprod.com">JREYES@eprod.com</a>
Signatory	John Sanchez
Title	Agent and Attorney-in-Fact
Email	<a href="mailto:jfsanchez@eprod.com">jfsanchez@eprod.com</a>
Address	1100 Louisiana St. Houston, Tx 77002

## EXHIBIT 5



AFE Project No.: **DB 16814**

Project Title: **Harris County Drainage Improvement - Roland Road & Porter Road**

City / County / State: **Katy, Harris Co, TX**

Date: **12/10/21**

### **Scope of Work:**

#### **LOCATION 1 – Roland Road**

Remove approximately 44 feet total (23 ft on east side and 21 feet on west side) and grout fill approximately 33 feet on each of two (2) abandoned pipelines where they cross under the existing Roland Road ROW.

- 8" LID C3 "Sealy to Andre Junction #1" - Abandoned
- 8" LID C4 "Sealy to Andre Junction #2 - Abandoned

#### **LOCATION 2 – West of Porter Road**

Remove approximately 157 feet of each of the two pipelines identified above where they cross a proposed drainage ditch ROW near Porter Road.

- A. Engineering, surveying and preparation of drawings – (By Enterprise / others)
- B. Procurement and delivery of materials – (By Pipeline Contractor - shall comply with Buy America Rules)
- C. Construction – By Pipeline Contractor includes, but not limited to:
  - 1. Contractor shall place One Call Notice in accordance with state regulations.
  - 2. Contractor shall coordinate with the Developer and local authorities for traffic control plan, set mats as necessary.
  - 3. Enterprise Operations personnel will locate pipeline and perform necessary procedures to depressurize the line before turning over to the contractor.
  - 4. After the pipeline has been released for construction by Enterprise operations, Contractor will expose at the cutting locations first then proceed to excavate and expose pipe segment to be removed.
  - 5. Contractor shall test pipeline coating for Asbestos Containing Material (ACM). If ACM exist, dispose in accordance with Enterprise Asbestos Removal Procedure.
  - 6. Prior to cold cutting, Enterprise Operations & Contractor will verify that the pressure and liquid has been removed from pipeline. Underground Line Cutting Checklist SF34 must be accomplished prior to cold cutting of the pipeline.
  - 7. Contractor shall cold cut the pipeline and weld welding caps on the remaining pipeline segments.
  - 8. Contractor shall remove the pipeline segment, cut into 40-foot length max. and dispose pipeline.
  - 9. Contractor to grout pipe segment under the existing roadway.
  - 10. Contractor shall backfill with previously excavated material and compact according to 95% compaction.
  - 11. Restore and cleanup jobsite.
  - 12. Demobilize.

**Enterprise Contacts:** Jonathan Reyes, [jreyes@eprod.com](mailto:jreyes@eprod.com), 713-381-3334

## UTILITY ADJUSTMENT APPROVAL FORM

Date: June 22, 2022

Project: Drainage and Infrastructure improvements for and related to Roland Road and Related Infrastructure

Owner: Enterprise Crude Pipeline LLC

Description of Adjustment: Remove approximately 44' total (23' on east side and 21' on west side) and group fill approximately 33' on each of two (2) abandoned pipelines where they cross under the existing Roland Road ROW. Remove approximately 157' of each of the two pipelines identified above where they cross a proposed drainage ditch ROW near Porter Road.

Estimated Cost: \$241,327.00

Percentage Reimbursable: 100%

Approved By: *Okechukwu Chika*  
Chief Utility Coordinator  
Harris County Engineering Department

## ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2023 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING A UTILITY AGREEMENT BETWEEN HARRIS COUNTY AND ENTERPRISE CRUDE PIPELINE LLC TO REMOVE APPROXIMATELY 44', GROUP FILL APPROXIMATELY 33' ON EACH ABANDONED PIPELINE AND REMOVE APPROXIMATELY 157' OF EACH PIPELINE LOCATED IN PRECINCT 4**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED that:**

1. A purchase order be issued in favor of Enterprise Crude Pipeline LLC for adjustment of its facilities on Roland Road, subject to items of actual cost appearing in the detailed final invoice, provided, however, that Harris County shall in no event be liable under this Agreement for more than \$241,327.00.
2. County Judge is hereby authorized to execute, for and on behalf of Harris County, the Agreement by and between the County and Enterprise Crude Pipeline LLC to remove approximately 44', group fill approximately 33' and remove approximately 157' of each pipeline, said Agreement being incorporated herein by reference for all purposes, as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.