

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

March 18, 2021

Honorable County Judge
& Commissioners

SUBJECT: Partnership Agreement

Recommendation for authorization to execute an agreement with Colonial Pipeline Company for the Colonial Pipeline Line 2 (36") to extend casing on both sides of the highway by approximately 10' each for a total of 20' and Colonial Pipeline Line 1 (40") to extend concrete jacketing on both sides of the highway by approximately 20' each for a total of 40' at Crosby-Lynchburg Road Phase III from Magnolia Drive of Lochness Drive, UPIN 17102MF0MV01, Precinct 2.

Sincerely,



John R. Blount, P.E.
County Engineer

Attachment

cc: Commissioner Adrian Garcia
Mike Lykes
Milton Rahman, P.E.
Tiko Reynolds-Hausman
Faustino Benavidez, P.E.
Misty Rios
Rosalie Brockman
Juan Hernandez
Reynaldo Guerra
Jose Jimenez
Chris Saddler
Tiffany Harding

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

THE STATE OF TEXAS	§	COUNTY:	Harris
	§	ROAD:	Crosby Lynchburg
COUNTY OF HARRIS			Road
	§	ROAD NO.:	0222012

This Agreement entered into by and between **Harris County** (“County”), acting by and through the Harris County Engineering Department (“HCED”), and **Colonial Pipeline Company** (“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 to Crosby Lynchburg Road Phase 3 – from Magnolia Drive to Lochness Drive (“Proposed Road Improvement”), located in Harris County Precinct 2; and

WHEREAS, Owner has asserted an interest in certain lands as set forth in an Affidavit dated March 3, 2021, 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”):

Colonial Pipeline Line 2 (36”) – Extend casing on both sides of highway by approximately 10’ each for a total of 20’ & Colonial Pipeline Line 1 (40”) – Extend concrete jacketing on both sides of highway by approximately 20’ each for a total of 40’ ; 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 One Million Seven Hundred Six Thousand and No/100 Dollars (\$1,706,000.00) 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:

Colonial Pipeline Company
1185 Sanctuary Parkway, Suite 100
Alpharetta, GA 30009
Attention: Don Pozin
Email: DPozin@colpipe.com

County:

Harris County Engineering Department
1001 Preston, Seventh Floor
Houston, Texas 77002
Attention: Chris Saldana, Chief Utility Coordinator
Email: christopher.saldana@hcpid.org

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

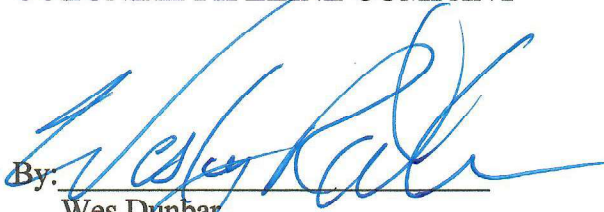
By execution of this Agreement, the Owner warrants that the duties accorded to the Owner in this Agreement are within the powers and authority of the Owner.

[Execution Page Follows]

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

COLONIAL PIPELINE COMPANY

By:  _____
Wes Dunbar
Vice President of Operations

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
Harris County Attorney

By: Philip Berzins
Philip Berzins
Assistant County Attorney
C.A. File No.: 21GEN0496

AFFIDAVIT

THE STATE OF GEORGIA

§
§
§

COUNTY OF FULTON

COUNTY: Harris

ROAD: Crosby Lynchburg Road

ROAD NO: 0222012

WHEREAS Harris County, hereinafter called the "County," deems it necessary to make certain improvements to Crosby Lynchburg Road Phase 3 – from Magnolia Drive to Lochness Drive "Improvements;" and

WHEREAS, it is anticipated that the Improvements will affect the facilities of Colonial Pipeline Company, acting by and through its Vice President of Operations, hereinafter called the "Owner," at the following-described location:

The reconstruction of approximately 1.85 mile of Crosby – Lynchburg Rd
Phase III from Magnolia Dr. to Lochness Dr.

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 Wes Dunbar who, after being by me duly sworn, did depose and say:

"My name is Wesley R. Dunbar. I am above the age of eighteen (18) and fully qualified to make this affidavit. I am the Vice President of Operations of Colonial Pipeline Company and as such, have knowledge of the facts contained herein, and they are all true and correct.

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

1.85 mile of Crosby – Lynchburg Rd Phase III from Magnolia Dr. to Lochness Dr."


Wesley R. Dunbar
Affiant

Sworn to and subscribed before me this 3rd day of March, 2021.


Notary Public in and for the State of Georgia

(SEAL)

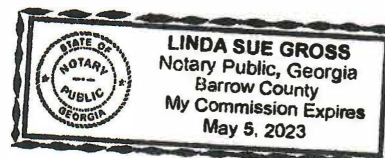


Exhibit 2

JOINT USE PERMIT

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

COUNTY: Harris

ROAD: Crosby Lynchburg Road

ROAD NO.: 0222012

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

The reconstruction of approximately 1.85 mile of Crosby – Lynchburg Rd
Phase III from Magnolia Dr. to Lochness Dr.

WHEREAS, it is understood that the above referred to improvements will affect the facilities of Colonial Pipeline Company, 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 Wes Dunbar, its Vice President of Operations, 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: Chris Saldana

Chief Utility Coordinator,
Architecture & Engineering

Date: 3/10/21

COLONIAL PIPELINE COMPANY

By: Wesley R. Dunbar

Wesley R. Dunbar
Vice President of Operations

Date: 3/3/21

**Exhibit 3 - Pipeline Accommodation / Relocation Cost Estimate
COLONIAL PIPELINE COMPANY**

This cost estimate is for the pipeline accommodation / relocation work required to adjust Colonial's facilities to accommodate the Crosby-Lynchburg Road Project in Harris County, TX

Work Scope

Named "Crosby-Lynchburg Rd" by Colonial Pipeline Company, this cost estimate is for the construction engineering, surveying, construction work, inspection & construction management required to accommodate the referenced project. The accommodation work scope includes extension of concrete jacketing on (1) existing 40-in pipeline (Line #1), and extension of casing on (1) existing 36" pipeline (Line #2). Also included is the estimated cost for 3rd-party contract ROW Inspection to monitor the DOT's construction contractor during the work within the Colonial ROW.

Company Labor:

	Cost
Project Manager	\$ 11,000
Project Engineer	\$ 9,000
ROW Manager	\$ 13,000
Subtotal:	\$ 33,000

Cost of Benefits (SS, FICA, etc.)	\$ 24,000
Company Travel (Flight + hotel + car)	\$ 3,000
Subtotal:	\$ 27,000

Total Cost Company Labor: \$ 60,000

Contractor Labor & Materials:

	Cost
Construction Engineering, Surveying	\$ 188,000
Construction Management	\$ 450,000
Subtotal:	\$ 638,000

Materials

Split casings, spacers, vent piping, etc.	\$ 13,000
Concrete & SPC Coating	\$ 6,000
Subtotal:	\$ 19,000

ROW Acquisition

Subtotal:	\$ -
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Construction

Mobilize, Setup ESC, office trailer, etc	\$ 68,000
Excavate pipelines	\$ 45,000
NDE Inspection	\$ 18,000
Abate ACM, blast & recoat pipeline (L1, 40"), (L2, 36")	\$ 56,000
Install split pipe casing on Line 2	\$ 225,000
Install 2" concrete jacketing on Line 1	\$ 200,000
Compact Backfill in DOT ROW	\$ 56,000
Erosion & Sediment Control, Site restoration, clean up, demob	\$ 56,000
Subtotal:	\$ 724,000

ROW Inspection (during DOT Workslope) (TBD)

ROW Inspector (includes vehicle & per diem)	\$ 125,000
Subtotal:	\$ 125,000

Total Cost Contractor Labor and Materials: \$ 1,506,000

Total Cost Company Labor, Contractor Labor, and Materials: \$ 1,566,000

Indirect Cost

	Cost
CPC Reimbursable Overhead	\$ 140,000
Subtotal Indirect Costs:	\$ 140,000

Total Estimated Project Cost: \$ 1,706,000

UTILITY ADJUSTMENT APPROVAL FORM

Date: February 18, 2021

Project: The reconstruction of approximately 1.85 mile of Crosby – Lynchburg Rd Phase III from Magnolia Dr. to Lochness Dr.

Owner: Colonial Pipeline Company

Description of Adjustment: Colonial Pipeline Line 2 (36") – Extend casing on both sides of highway by approximately 10' each for a total of 20' & Colonial Pipeline Line 1 (40") – Extend concrete jacketing on both sides of highway by approximately 20' each for a total of 40'

Estimated Cost: \$1,706,000.00

Percentage Reimbursable: 100%


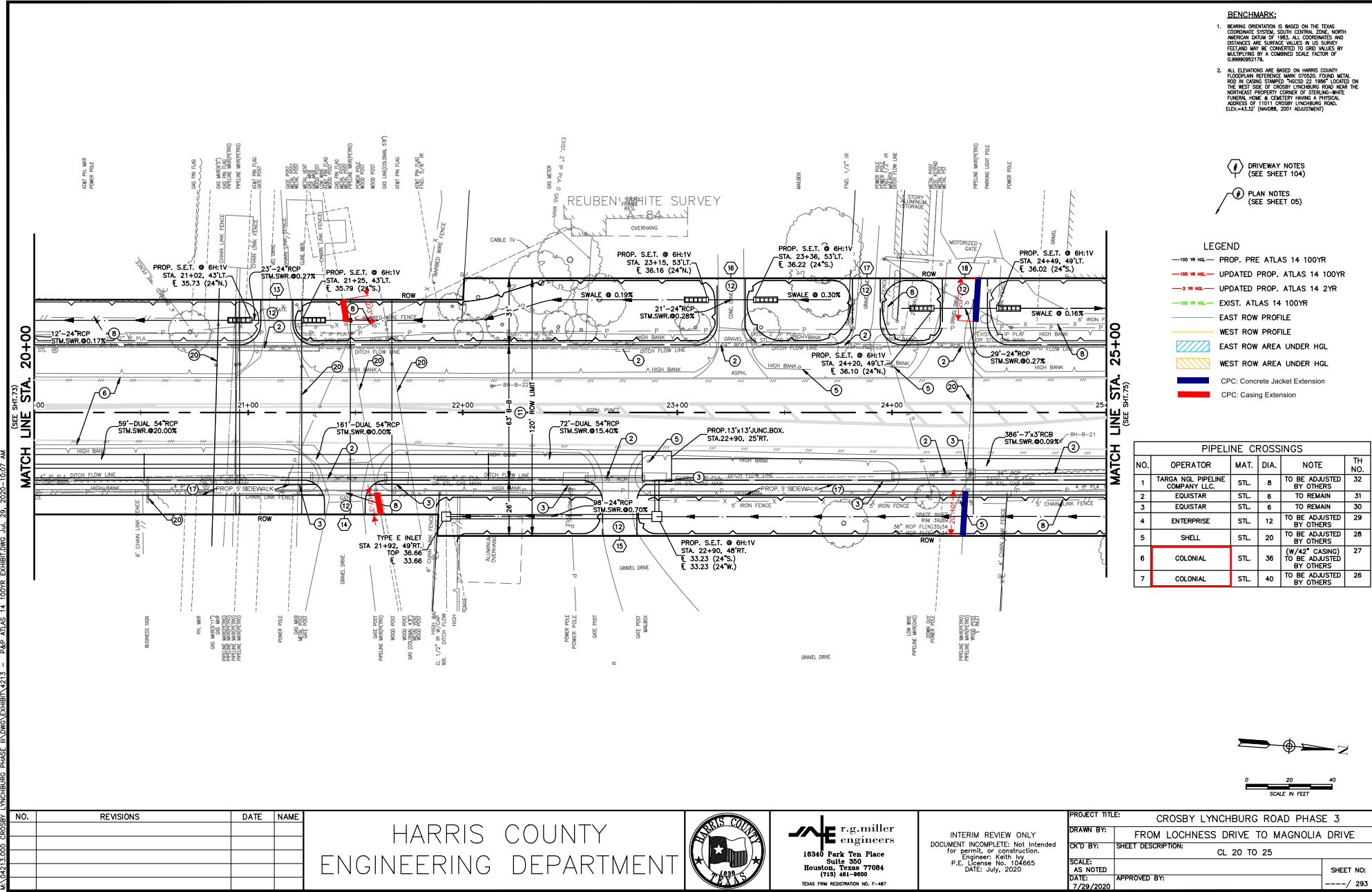
Approved By: 
Chief Utility Coordinator
Harris County Engineering Department

Exhibit 5



BENCHMARK:

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL COORDINATES AND DISTANCES ARE SURFACE VALUES IN US SURVEY FEET AND ARE CONVERTED TO GRID VALUES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999999274.

2. ALL ELEVATIONS ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK 070520, FOUND METAL ROD IN CHANG STAMPED "NCCS 22 1944" LOCATED ON THE WEST SIDE OF CROSBY LYNCHBURG ROAD NEAR THE NORTHEAST PROPERTY CORNER OF STERLING-WHITE FUNERAL HOME & CEMETERY HAVING A PHYSICAL ADDRESS OF 11011 CROSBY LYNCHBURG ROAD. ELEV.=43.32' (NAVD83, 2001 ADJUSTMENT)

DRIVEWAY NOTES
(SEE SHEET 104)

PLAN NOTES
(SEE SHEET 05)

- LEGEND**
- 100 YR HGL - PROP. PRE ATLAS 14 100YR
 - 100 YR HGL - UPDATED PROP. ATLAS 14 100YR
 - 2 YR HGL - UPDATED PROP. ATLAS 14 2YR
 - 100 YR HGL - EXIST. ATLAS 14 100YR
 - EAST ROW PROFILE
 - WEST ROW PROFILE
 - EAST ROW AREA UNDER HGL
 - WEST ROW AREA UNDER HGL
 - CPC: Concrete Jacket Extension
 - CPC: Casing Extension

PIPELINE CROSSINGS					
NO.	OPERATOR	MAT.	DIA.	NOTE	TH NO.
1	TARGA NGL PIPELINE COMPANY LLC.	STL	8	TO BE ADJUSTED BY OTHERS	32
2	EQUISTAR	STL	6	TO REMAIN	31
3	EQUISTAR	STL	6	TO REMAIN	30
4	ENTERPRISE	STL	12	TO BE ADJUSTED BY OTHERS	29
5	SHELL	STL	20	TO BE ADJUSTED BY OTHERS	28
6	COLONIAL	STL	36	(W/42" CASING) TO BE ADJUSTED BY OTHERS	27
7	COLONIAL	STL	40	TO BE ADJUSTED BY OTHERS	26

NO.	REVISIONS	DATE	NAME

HARRIS COUNTY
ENGINEERING DEPARTMENT



r.g.miller engineers
18340 Park Ten Place
Suite 350
Houston, Texas 77064
(713) 461-8600
TEXAS FIRM REGISTRATION NO. F-487

INTERIM REVIEW ONLY
DOCUMENT INCOMPLETE: Not intended for permit, or construction.
Engineer: Keith Ivy
P.E. License No. 104665
DATE: July, 2020

PROJECT TITLE: CROSBY LYNCHBURG ROAD PHASE 3
DRAWN BY: FROM LOCHNESS DRIVE TO MAGNOLIA DRIVE
CK'D BY: SHEET DESCRIPTION: CL 20 TO 25
SCALE: AS NOTED
DATE: 7/29/2020
APPROVED BY: SHEET NO: 23

Exhibit 6

HARRIS COUNTY
ENGINEERING DEPARTMENT

1001 Preston, 7th Floor
Houston, Texas 77002
(713) 755-5370

Date of Request: 6/5/2019

Requested By: Harris County Engineering

Due Date: 6/24/2019

Project Information	Description
Road	Crosby-Lynchburg Rd - Phase III UPIN: 17102MF0MV01
Road No.	0222012
Owner	Harris County
Proposed Road Improvements	The reconstruction of approximately 1.85 mile of Crosby – Lynchburg Rd Phase III from Magnolia Dr. to Lochness Dr.
Precinct	Precinct 2
Scope of your adjustment	Colonial Pipeline Line 2 (36") – Extend casing on both sides of highway by approximately 10' each for a total of 20' Colonial Pipeline Line 1 (40") – Extend concrete jacketing on both sides of highway by approximately 20' each for a total of 40'
Cost	\$1,706,000.00
Percentage Reimbursable	100%
Company	Colonial Pipeline Company
Address	1185 Sanctuary Parkway Suite 100 Alpharetta, GA 30009
Signatory	Wes Dunbar
Title	VP, Operations
Email	wdunbar@colpipe.com

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 _____, 2021 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 COLONIAL PIPELINE COMPANY TO EXTEND CASING AND CONCRETE JACKETING ON BOTH SIDES OF HIGHWAY AT CROSBY – LYNCHBURG RD PHASE III FROM MAGNOLIA DR. TO LOCHNESS DR.

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. R. Jack Cagle	<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 Colonial Pipeline Company for adjustment of its facilities on Crosby – Lynchburg Rd, Road No.0222012, 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 \$1,706,000.00.
2. County Judge is hereby authorized to execute, for and on behalf of Harris County, the Agreement by and between the County and Colonial Pipeline Company for the Colonial Pipeline Line 2 (36") – Extend casing on both sides of highway by approximately 10' each for a total of 20' & Colonial Pipeline Line 1 (40") – Extend concrete jacketing on both sides of highway by approximately 20' each for a total of 40', 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.