MINUTES OF VIDEOCONFERENCE MEETING NO. 2422 COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

Place: 3400 Hwy 73 Port Arthur, Texas

Date: July 2, 2024

Present: Commissioners Albert Moses, Jr. James Gamble, Sr. Matthew Vincent

Phil Kelley, General Manager

- Absent: Richard Beaumont Lester Champagne
- Visitors: Allen Sims, DD7 Toby Davis, DD7 Garrett Boudoin, DD7 Terry Wade, DD7 Brady Girouard, DD7 Dean Depew, DD7 Brian McZeal, DD7

The meeting was called to order at 2:00 p.m. by Secretary Moses after ascertaining

that the Notice of Meeting had been posted in accordance with the law. Commissioner

Moses gave the invocation.

Minutes of Meeting No. 2421

The Minutes of Meeting No. 2421 was approved as read.

Consider Resolution Authorizing the Appropriateness of the Design-Build Delivery Process for the Delivery of the Jefferson County Drainage District No. 7 Supervisory Control and Data Acquisition System

Resolution No. 517 regarding the Authorization of the Appropriateness of the Design-Build Delivery Process for the Delivery of the Jefferson County Drainage District No. 7 Supervisory Control and Data Acquisition System (SCADA) was presented for consideration. Mr. Toby Davis stated that SCADA is a compilation of equipment and

software that will enable monitoring and control of the District's pump stations and diversion gates from the control center, office, and even remotely from a phone or laptop. Several procurement options have been explored. It was decided that the design-build method would best suit the District's needs. In order to proceed with the design-build method for a Housing and Urban Development (HUD) civil works project, the Board is required to find that the design-build method is appropriate. Mr. Phil Kelley stated that the District has never utilized the design-build method on this type of project, but due to the intricacies of the project and the computer design and software aspect, it is the best option. The intent is to fund the project through the CDBG-RMIT grant. Mr. Allen Sims stated that the process required by HUD to procure funds from the CDBG-RMIT grant is to request qualifications, select the gualified participants, and the gualified participants will then submit a technical proposal with a cost estimate. There are different methods to score the gualifications, technical proposals, cost estimates, and award the bid. Mr. Sims stated that these are usually opened at the Board meetings. However, following that procedure would delay the start of the project a month. Mr. Sims recommended the committee method stating that it would be more efficient. The proposed committee would be comprised of Board members and engineering staff. The committee would open and score the gualifications and technical proposals. The following day the committee would open and score the cost proposals. After the committee completes the scoring, the results will be presented to the full Board for consideration.

Commissioner Gamble moved to approve the resolution Authorizing the Appropriateness of the Design-Build Delivery Process for the Delivery of the Jefferson County Drainage District No. 7 Supervisory Control and Data Acquisition System. Commissioner Vincent seconded the motion. Chair votes aye. The motion carried. A copy of Resolution 517 is attached hereto and made a part of these minutes.

Consider Resolution Authorizing Reimbursement Agreement with ETP Crude, LLC

Resolution No. 518 regarding the Authorization of the Reimbursement Agreement with ETP Crude, LLC was presented for consideration. Mr. Kelley stated that this project is related to the Rodair Gully Improvements from Hwy 69 to West Port Arthur Road. The last portion of the project is for ETP Crude, LLC to strengthen the pipeline supports. The commitment is \$156,079.75.

Commissioner Vincent moved to approve the Resolution Authorizing Reimbursement Agreement with ETP Crude, LLC. Commissioner Gamble seconded the motion. Chair votes aye. The motion carried. A copy of Resolution 518 is attached hereto and made a part of these minutes.

Consider Approval to Advertise for Bids for Box Culverts for the Future Rodair Detention Pond Pump Station Discharge

Mr. Phil Kelley requested approval to advertise for bids for Box Culverts for the Future Rodair Detention Pond Pump Station Discharge Project. The District is negotiating with OCI Clean Ammonia to purchase 80.62 acres to establish a detention pond which will include the construction of a new pump station. The plan is to set the box culverts before Entergy constructs a new power line that runs parallel to the edge of Humphries Ditch. Commissioner Vincent moved to approve the request to Advertise for Bids for Box Culverts for the Future Rodair Detention Pond Pump Station Discharge Project. Commissioner Gamble seconded the motion. Chair votes aye. The motion carried.

Sabine Pass to Galveston Bay Project Summary

Mr. Allen Sims stated that work is continuing with the USACE and landowners on West Port Arthur Road to gain access to the proposed route for geotechnical and environmental testing. Contract 1 has a few areas that need seeding, and it will be complete. The District will seed the required areas. The cost of seeding will be a work-in-kind credit.

Contract 3A is in construction. The pile test is set for mid-July. Plans have been submitted and are being reviewed for Contract 3C. Valero started relocating utilities in May. A transformer and a switch rack that is needed for the contract cost \$666,235.45 with a 62week delivery time. The District received the money for this contract from the state of Texas. The Post Authorization Change Report is in discussion. The report should be completed by the end of the year. A memo from the USACE Galveston Division to the USACE Southwest Division stated all changes are within the chief of engineer's discretion and do not require Congressional approval.

Manager Reports

There are no reports at this time.

Executive Session - Consider and Take Action, if any, on Items Discussed in Executive Session

No Executive Session was held.

Permits

Linde Engineering proposed (2) 24-inch Raw Water Intake Pipe. The permit fee is \$550.00, and no bond is required. Mr. Garrett Boudoin recommended approval subject to the special conditions contained within the permit. Commissioner Gamble moved to approve the permit as recommended by Mr. Boudoin. Commissioner Vincent seconded the motion. Chair votes aye. The motion carried

Checks & Purchase Orders

Maintenance Fund

<u>Ck. No. 24655 – 4 Horn Industrial</u> \$2,747.79 – Light Tower & Equipment Rental - Vehicle Shed Project

<u>Ck. No. 24656 – Brundage Bone Concrete Pumping, Inc.</u> \$1,512.25 – Concrete Pumper Truck - Vehicle Shed Project

<u>Ck. No. 24657 – Cintas Corp.</u> \$106.00 – Traffic Mats & Hand Sanitizer – Administration Building

<u>Ck. No. 24658 – DE Corp.</u> \$9,901.37 – Sabine Pass to Galveston Bay Project & Groves Detention HMGP Project

<u>Ck. No. 24659 – Fidelity Exterminating Company</u> \$225.00 – Quarterly Pest Control for Control Center

<u>Ck. No. 24660 – Herc Rentals Corporation</u> \$3,005.85 – Dump Truck Rental 5/27 – 6/24/24

<u>Ck. No. 24661 – James Gamble, Sr.</u> \$270.00 – Health Insurance Payment

<u>Ck. No. 24662 – Johnny's Towing & Recovery</u> \$700.00 – Dump Truck Transports (2)

<u>Ck. No. 24663 – Kansas City Southern</u> \$125.00 – Annual Drainage Pipe Rental

<u>Ck. No. 24664 – Mustang Rental Services</u> \$1,755.34 – Backhoe Rental – Administration Building

<u>Ck. No. 24665 – National Waterways Conference, Inc.</u> \$1,498.00 – Registration Fees -2024 Annual Meeting

<u>Ck. No. 24666 – Richard Beaumont</u> \$131.67 – Health Insurance Payment

<u>Ck. No. 24667 – Ritter Forest Products Nederland</u> \$1,300.00 – Mat Rental – Vehicle Shed Project

<u>Ck. No. 24668 – Sam & Tash Services, Inc.</u> \$1,569.62 – Janitorial Services for Administration Building

<u>Ck. No. 24669 – Sunbelt Rentals</u> \$3,304.58 – Forklift Rental – Panel Run – Port of Port Arthur

<u>Ck. No. 24670 – Texan Engineering & Consulting, LLC</u> \$17,845.00 – General Engineering – FMA Grant Support

<u>Ck. No. 24671 – Texas Regional Title</u> \$5,000.00 – Earnest Money -80.62 acres – OCI Clean Ammonia

<u>Ck. No. 24672 – Thorpe Plant Services, Inc.</u> \$370.19 – Scaffold Rental – PS Nos. 1 & 10

<u>Ck. No. 24673 – Weisinger Incorporated</u> \$169,653.00 – Pump Station No. 2 Pump Repair

<u>Ck. No. 24674 – Wells Fargo</u> \$3,277.71 – Travel & Meeting Expenses, Telephone Services - License Renewals

<u>Ck. No. 24675 – Albert Moses, Jr.</u> \$529.00 – Health Insurance Payment

<u>Ck. No. 24676 – Albert Moses, Jr.</u> \$236.92 – TWCA Summer Conference Travel Reimbursement

<u>Ck. No. 24677 – DE Corp.</u> \$4,275.31 – Rodair Gully Detention HMGP Project

<u>Ck. No. 24704 – Dan Delich Consulting</u> \$2,500.00 – Legislative Consulting

<u>Ck. No. 24705 – Electrical Specialties, Inc.</u> \$45.00 – Monthly Alarm Monitoring

<u>Ck. No. 24706 – GE Evans Contractors</u> \$13,851.45 – Seasonal Mowing Contract

<u>Ck. No. 24707 – Mazzanti & Associates LLC</u> \$2,500.00 – Legislative Consulting

<u>Ck. No. 24708 – Ray Russo</u> \$6,084.23 – Legislative Consulting

<u>Ck. No. 24709 – Ron Lewis & Associates</u> \$3,500.00 – Legislative Consulting

GLO Fund

<u>Ck. No. 5078 – Union Pacific Railroad Company</u> \$2,568.00 – Sabine Pass to Galveston Bay Project – Contract 2

<u>Ck. No. 5079 – The Premcor Refining Group, Inc.</u> \$666,235.45 – Sabine Pass to Galveston Bay Project – Contract 3

Commissioner Vincent moved that the checks from the Maintenance Fund and GLO Fund accounts be approved for payment. Commissioner Gamble seconded the motion. Chair voted aye. The motion carried.

Secretary Moses asked if there was any other business to come before the Board. There was none.

At 2:34 p.m., Commissioner Gamble moved that the meeting be adjourned. Commissioner Vincent seconded the motion. Chair voted aye. The motion carried.

Albert Moses, Acting Chairman

Matthew Vincent, Assistant Secretary

RESOLUTION NO. 517 AUTHORIZING THE APPROPRIATENESS OF THE DESIGN BUILD DELIVERY PROCESS FOR THE DELIVERY OF THE JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM

STATE OF TEXAS COUNTY OF JEFFERSON WHEREAS, Jefferson County Drainage District No. 7 (the "District") intends to develop and implement a Supervisory Control and Data Acquisition (SCADA) System Project for its stormwater infrastructure (the "SCADA Project"); and

WHEREAS, the District intends to utilize the Design-Build method of project delivery for the SCADA Project; and

WHEREAS, the District is required to make a finding of "Appropriateness" in order to utilize the Design-Build method of delivery for a civil works project in accordance with Section 2267 of the Texas Government Code; and

WHEREAS, the District staff has studied other methods of project delivery including competitive bidding, competitive sealed proposals, and construction manager at risk.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT <u>it is in the best interest of the District to find that</u> the Design Build method of project delivery is Appropriate for the SCADA Project based on the following:

- The SCADA Project can be clearly defined;
- Time constraints for completion of the SCADA Project can be best satisfied with the Design Build method of project delivery;

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- The District has the capacity and resources to ensure that the DesignBuild process would provide a competitive procurement;
- The District has the capacity to manage and oversee the SCADA Project in light of the experience of District personnel.

I, Albert Moses, Jr., Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2422 held on the 2nd day of July, 2024, upon motion made by Commissioner <u>Gamble</u> and seconded by Commissioner <u>Vincent</u> and adopted unanimously by said Board, a quorum being present.

Given under my hand this 2nd day of July 2024.

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JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

RESOLUTION NO. 518 AUTHORIZING REIMBURSEMENT AGREEMENT WITH ETP CRUDE, LLP

STATE OF TEXAS § COUNTY OF JEFFERSON §

WHEREAS, Jefferson County Drainage District No. 7 (the "District") desires to enter into a Reimbursement Agreement with ETP Crude, LLC (Company) regarding drainage improvements to Rodair Gully (hereinafter referred to as the "project"); and

WHEREAS, the Company is the owner of that certain 10-inch petroleum pipeline, (hereinafter referred to as the "Facilities") located in Jefferson County, Texas; and

WHEREAS, to accommodate the Project, the District desires that the Company adjust, relocate, and or recondition its Facilities to allow the Company to construct the Project and improvements as shown on "Exhibit A" attached hereto; and

WHEREAS, the District agrees to reimburse the Company for 100% of its final actual costs, both direct and indirect, for undertaking and completing the work. Unless as otherwise provided in this Agreement, such reimbursement shall not exceed 125% of the total estimate of costs and expenses stated in Section 4 of the Reimbursement Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT it is in the best interest of the District to enter into a Reimbursement Agreement with ETP Crude, LLC pursuant to the terms set forth in the attached Reimbursement Agreement and to authorize its Assistant Manager to execute said agreement on behalf of the District.

THAT payments required by the District under the Agreement will be paid from current revenues available to the District.

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THAT the Assistant Manager be, and hereby is, authorized to take any and all action and is authorized to execute any and all instruments, documents, or filings in connection with the accomplishment of the transactions outlined in this resolution and to certify the adoption of such resolutions to such parties which such Assistant Manager deems necessary or appropriate.

I, Albert Moses, Jr., Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2422 held on 2nd day of July 2024, upon motion made by Commissioner <u>Vincent</u> and seconded by Commissioner <u>.Gamble</u> and adopted unanimously by said Board, a quorum being present.

Given under my hand this 2nd day of July 2024.

Jefferson County Drainage District No. 7

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into, and is effective this ______day of ______ 2024, by and between ETP Crude LLC, a Texas limited liability company ("COMPANY") whose mailing address is Attention, Senior Manager, Land & Right of Way, 1300 Main Street, Houston, Texas 77002, and Jefferson County Drainage District No. 7, a special district of the State of Texas charged with the maintenance and improvement of drainage and flood prevention infrastructure in Jefferson County, Texas, ("OWNER") whose mailing address is PO Box 3244, Port Arthur, Texas 77643.

RECITAL:

WHEREAS, Company is the owner of that certain 10-inch petroleum pipeline, (hereinafter referred to as the "Facilities") located in Jefferson County, Texas, pursuant to those certain rights of way & easements between a) Koelemay as grantor and Atlantic Pipe Line Company as grantee, entered into on July 2, 1928, and recorded on September 12, 1928, in Volume 308, Page 633, Document Number 45381, Deed Records of Jefferson County, Texas; and b) Neches Water Co. as grantor and Atlantic Pipe Line Company as grantee, entered into on July 11, 1928, and recorded on September 13, 1928, in Volume 310, Page 7, Document Number 45397, Deed Records of Jefferson County, Texas; and

WHEREAS, Owner, by purchase and/or succession is the current fee owner of the property that is the subject of this Agreement; and

WHEREAS, Owner wishes to the develop drainage improvements to Rodair Gully, widening and lining the existing channel with concrete (hereinafter referred to as the "Project") on property it owns in fee (the "Property"); and

WHEREAS, to accommodate the Project, Owner desires that Company adjust, relocate and or recondition its Facilities ("Work") to allow Owner to construct the Project and improvements as shown on "Exhibit A" attached hereto and becoming a part hereof, and

WHEREAS, Company, under the terms hereinafter stated, is willing to perform the Work, provided Owner reimburses Company for 100% of its final actual costs, both direct and indirect, for undertaking and completing the Work. Unless as otherwise provided in this Agreement, such reimbursement shall not exceed 125% of the total estimate of costs and expenses stated in Section 4 below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Company agrees to perform the Work subject to the following terms and provisions:

1. Owner agrees to bear 100% of all direct and indirect costs incurred by Company to complete the Work, in an amount not to exceed 125% of the total estimate of costs and expenses stated in Section 4 below, unless otherwise provided in this Agreement. Such costs and expenses will include, but not limited to, labor, materials, construction damages, administrative overhead, taxes and legal fees incurred for the engineering, modification and relocation of the Facilities required to complete the Project ("Project Estimate"); provided, however, that to the extent that the actual costs exceed 125% of the Project Estimate, Company shall provide Owner notice, with an estimate of such excess costs before they are incurred by Company; and Owner shall have the right to approve or disapprove of such excess costs within three (3) days of Owner's receipt of such notice. In the event Owner does not approve of such excess costs, in addition to all costs and expenses incurred to date, Owner shall bear 100% of all direct and indirect costs and expenses incurred by Company to return the relocated pipe segment to its original location and condition prior to commencement of the Work, and Company and Owner shall execute all such documents, including easements and releases, as are deemed necessary by each of the parties to evidence such return to the original location.

- 2. Owner recognizes that Company may use one or more contractors to perform the Work.
- 3. The Project Estimate is **\$156,079.75**. Final actual costs may be more or less than such estimate, which will not be construed as a limitation of costs for such Work. For purposes of this Agreement, the Project Estimate includes all costs and expenses including, but not limited to labor, materials, construction damages, administrative overhead, taxes and legal fees relating to the engineering and modification of the Facilities.
- 4. Within thirty (30) business days of the execution of this Agreement Owner shall advance 100% of the Project Estimate of <u>\$156,079.75</u>, payable to ETP Crude LLC, and addressed to ETP Crude LLC; Attn: James Paradis, Right-of-Way; 1300 Main Street; Houston, Texas 77002. Within thirty (30) days after receipt of an invoice stating the final cost for completion of the Work, the remaining costs, if any, will be provided to Company at the address in this Paragraph 4.
- 5. Within ninety (90) days following the completion of the Work, Company shall make an accounting of final costs and provide Owner an invoice of the same. The final cost may be greater or less than the Project Estimate. Owner shall be liable to Company for the full amount of the final cost of the Work, regardless of whether that amount exceeds 125% of the Project Estimate, so long as such excess costs over 125% of the Project Estimate have been approved by Owner in accordance with Section 1 above. Should the final costs be less than the Project Estimate, a refund shall be made to the Owner within sixty (60) days after the final accounting. In the event any expenses are disapproved in accordance with the procedures provided in Section 1, the billing and payment provisions in Section 1 will apply.
- 6. Owner shall perform all operations and construction activity abutting or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and reasonable conditions that may be imposed by Company from time to time. No construction activity by Owner shall be performed over, across, or adjacent to the Facilities until the Work of Company has been completed. Company shall perform the Work in a workmanlike and safe manner and in conformance within all applicable industry and governmental standards and reasonable conditions that may be imposed by Owner from time to time (subject to reimbursement as provided herein for any costs incurred as a result of such conditions).
- 7. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to Company by Owner, at least seventy-two (72) hours in advance of commencement of any construction activity on or adjacent to the Facilities, except only in cases of emergency when such advance notice shall not be required. Said notice shall be given to Texas One-Call (811). In the event either party commences any litigation to enforce any provisions of this Agreement or of the easements of Company relating thereto, the prevailing party will be entitled to recover from the other party the cost of reasonable attorneys' fees, interest and the attendant expenses.
- 8. TO THE EXTENT ALLOWED UNDER LAW, OWNER SHALL INDEMNIFY, SAVE, HOLD HARMLESS, AND AT COMPANY'S OPTION, DEFEND COMPANY AND ITS AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COST (INCLUDING REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND COURT COSTS), EXPENSES, LOSSES, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), FINES, CIVIL PENALTIES, ENVIRONMENTAL DAMAGE CLAIMS AND ADMINISTRATIVE PROCEEDINGS ("DAMAGES") FOR INJURY OR DEATH TO PERSONS OR DAMAGE OR LOSS TO PROPERTY OR OTHER DIRECT BUSINESS LOSSES INCLUDING THOSE

MADE OR INCURRED BY COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, ARISING FROM OR IN CONNECTION WITH OWNER'S ACTIONS OR OMISSIONS ON THE PROPERTY, RELATED TO THE, EXISTENCE, CONSTRUCTION AND/OR USE OF THE PROJECT OR THE WORK.

- 9. It is expressly understood by the parties hereto that Company is not abandoning any right, title or interest it may have in the above described land.
- 10. Company shall maintain and preserve, and shall cause contractors and subcontractors of the Work to maintain and preserve, complete and accurate documentation and data pertaining to performance of the Work sufficient for Owner to reasonably determine Company's compliance with all terms and conditions of the Agreement. Such documentation and data shall include, without limitation, (1) change orders and any gift or entertainment expenses incurred by Company or other contractors and subcontractors performing the Work, (2) written and electronic records, (3) books of account, (4) correspondence, (5) plans, (6) instructions, (7) permits and licenses, (8) drawings, (9) payroll records, (10) memoranda, (11) receipts, (12) vouchers, (13) data stored in computer libraries, (14) documentation of transactions subject to export controls, and (15) documentation of related systems and controls. All documentation and data necessary for Owner's accurate audit and verification of Costs shall be prepared in accordance with Generally Accepted Accounting Principles published by the Financial Accounting Standards Board. This documentation and data will be maintained and preserved for a period of five (5) years after termination of the Work or Acceptance. Company corporate policy calls for automatically deleting email correspondence every thirty (30) days after it enters the Company email system. To the extent that such email correspondence relates to the terms, conditions and compliance with this Agreement, such email correspondence over thirty (30) will not be available for examination.
 - a. At all reasonable times during performance of the Work and for five (5) years after termination of the Work or Acceptance, Company shall permit and cause its other contractors and subcontractors to permit personnel and other representatives of Owner to have access to their respective offices and other locations to examine, reproduce, and retain copies of the documentation and data and to interview the personnel of Company and its contractors and subcontractors in connection with such documentation and data as necessary for Owner to verify and monitor the following:
 - i. Completeness and accuracy of reimbursable costs;
 - ii. Existence and effectiveness of Company's business standards; and
 - iii. Compliance with all other terms of the Agreement.
- 11. Company shall permit Owner's personnel and other representatives to have sufficient audit access to satisfy Owner that the Work to be compensated pursuant to Exhibit A is invoiced or otherwise valued properly. In addition, Owner will have access to the documentation and data necessary to ensure that materials and services are provided in accordance with Exhibit "A". Owner will not be liable for costs incurred by Company or any other contractor or any other subcontractor resulting from such audit, unless such costs are otherwise reimbursable under Exhibit "A". If errors or deficiencies are identified by an audit or otherwise, Company shall make appropriate invoice adjustments or promptly refund any overpayment.

- 12. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Company and Owner, but such limitation does not include any other agreements with respect to the Facilities, such as rights-of way and easements.
- 13. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed and enforced in accordance with the Laws of the State of Texas (without regard to any conflicts-of-law rule or principle that would require the application of same to the Laws of another jurisdiction).
- 14. This Agreement shall not be assigned in whole or in part by Company or Owner without the written consent of the other party, except that Company or Owner may upon written notice to the other party assign its interest hereunder to any corporation or other business entity which is a subsidiary of or affiliated with the assignor. Any assignment not in compliance with this article shall be void and of no force or effect.
- 15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies (such as .pdf files delivered by electronic mail) of signatures will constitute original signatures for all purposes of this Agreement and any enforcement hereof.
- 16. The Parties agree that from and after the date hereof, each of them shall, and shall cause their respective Affiliates to, execute and deliver such further instruments and take such other action as may reasonably be requested by any Party hereto to carry out the purposes and intents hereof. Without limiting the foregoing, in the event Company determines, in its sole discretion, that an amendment to its existing easements, or new easement(s), are necessary or desirable in connection with its Facilities and the foregoing Work, Owner shall execute such recordable documents to reflect Company's rights with respect to the relocated pipeline.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

COMPANY:

ETP Crude LLC By: ET CC Holdings LLC, its sole member

By: Kevin Taliaferro Senior Director Right of Way

OWNER:

Jefferson County Drainage District No. 7

By: _____ _____ Name: <u>Alth Sims, P.E.</u> Title: <u>Assistant Manager</u>

ETP Ref: 25206 (2017 0809 0029) Rodair Gully Improvements, Phase 5, Jefferson Co, TX (aka 721-1019)

CUSTOMER COMPANY NAME: Sunoco Pipeline LP

PROJECT NAME: Pipe Supports Installation for the Amdel 10-inch crossing at Rodair Gully

PIPELINE NAME: Sunoco 10" Nederland to Garden City- 21001

PROJECT SUPPORT COSTS				
	Est. Quantity	Est. Unit	Unit Cost	COST ESTIMATE
RIGHT OF WAY				
Right-of-way restoration	1	Ea	\$10,000.00	\$10,000.00
RIGHT OF WAY TOTAL				\$10,000.00
FIELD INSPECTION				
General Inspector	7	day(s)	\$900.00	\$6,300.00
INSPECTION TOTAL				\$6,300.00
CONTRACTOR				
Install 2 new sets of helicals along with EZ-line supports to support the 10-inch Amdel Pipeline				
across the Rodair Gully. This is to ensure pipeline compliance, considering the				
proposed gully widening by the Drainage District No. 7(DD7) in Jefferson County, Texas.	1	Ea	\$96,801.27	\$96,801.27
(This work includes Mob/Demob, access matting, labor, coating, materials and equipment,				
trucking and hauling, clean up)				
			a designation that says and a second second second	
CONTRACTOR TOTAL				\$96,801.27
Sub-Total				\$113,101.27
Contingency (10%)				\$11,310.13
Overhead (28.6%)				<u>\$31,668.36</u>
TOTAL ESTIMATED COST FOR PROJECT				\$156,079.75