

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND EXXONMOBIL PIPELINE COMPANY, LLC.**

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This First Amendment (“Amendment”) is entered into between the City of League City (“City”) and ExxonMobil Pipeline Company, LLC. (“Contractor”) on the date set forth below.

RECITALS

WHEREAS, the parties entered into an Agreement (“Agreement”) on or about September 26, 2023 whereby Contractor agreed to provide pipeline lowering and relocation; and

WHEREAS, the parties wish to amend the Agreement to increase the scope of services and total compensation under the Agreement by \$719,747.38 due to a change in construction scope.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms:

TERMS:

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. The total compensation under the Agreement is increased from \$979,259.87 to \$1,699,007.25
3. The Scope of Service of the Agreement is amended to include those services described in in Exhibit A-1, which is attached and incorporated herein.
4. Except as expressly provided in this Amendment, all other terms, conditions, and provisions of the Agreement shall continue in full force and effect as provided therein.

Executed on _____ . *(date to be filled in by City Secretary)*

EXXONMOBIL PIPELINE COMPANY, LLC.

Clint Beck, Rights of Way & Claims Manager

CITY OF LEAGUE CITY

John Baumgartner, P.E., City Manager

ATTEST:

APPROVED AS TO FORM:

Diana Stapp, City Secretary

Office of the City Attorney

NASA Bypass & Landing Blvd Expansion ROX Conflict

Description

League City proposes to extend both NASA Bypass and Landing Blvd creating a conflict with pipeline TX-212a containing chemical grade propylene. Two proposed areas conflict with pipeline, the NASA Bypass drainage box and Landing Blvd retaining walls.

In order to construct, TX-212a must be lowered in two separate locations represented below in Table 1. Additionally, in both locations load calculations must be conducted for road construction using the proposed depth of coverage (DOC) after line is lowered. Line casing will be recommended should load calculations fail.

Cost estimate for work has been provided based on vendor quotes, matting estimate and engineering scope PRIOR to design review. **Cost may be subject to change depending on stress analysis report if required.**

Table 1: Details of line lowering for ROW conflict calculated using API 1117.

Location (GPS)	Description	Length of Conflict (ft.)	Depth to be Lowered (ft.)
293014.96N, 950737.98W	West Retaining Wall	241	30
293017.04N, 950738.03W	East Retaining Wall		
293009.82N, 950743.64W	Drainage Box	123	30

Table 2: Details of road construction & crossings calculated using API 1102.

Location (GPS)	Description	Proposed DOC (ft.)	Pipeline Properties	Casing Recommended
293014.96N, 950737.98W	West Retaining Wall	26.5	OD 6.625 wt. 0.28 SMYS 35000 MOP 1440 Temp 70	NO
293017.04N, 950738.03W	East Retaining Wall	28		NO
293009.82N, 950743.64W	Drainage Box	18	OD 6.625 wt. 0.219 SMYS 52000 MOP 1440 Temp 70	NO

Scope

TX-212a will need to be flared from FM 518 Valve 3049 to Petrotex Valve 3036 for a total of **1,345 bbls**. Increase in flaring distance due to inaccessible valve site shown in initial scope. The line will be HDD'd in two separate locations and tied back into the existing line. New piping will be welded in, coated and recommissioned Both drills will be ~500 ft. in length achieving a DOC of ~30 ft. Existing pipe will be removed. Distance from the points of conflict are also shown in the drill drawings in Figures 5 & 6.



Figure 1: Aerial View of Isolation Valve Locations with League City Work Overlay

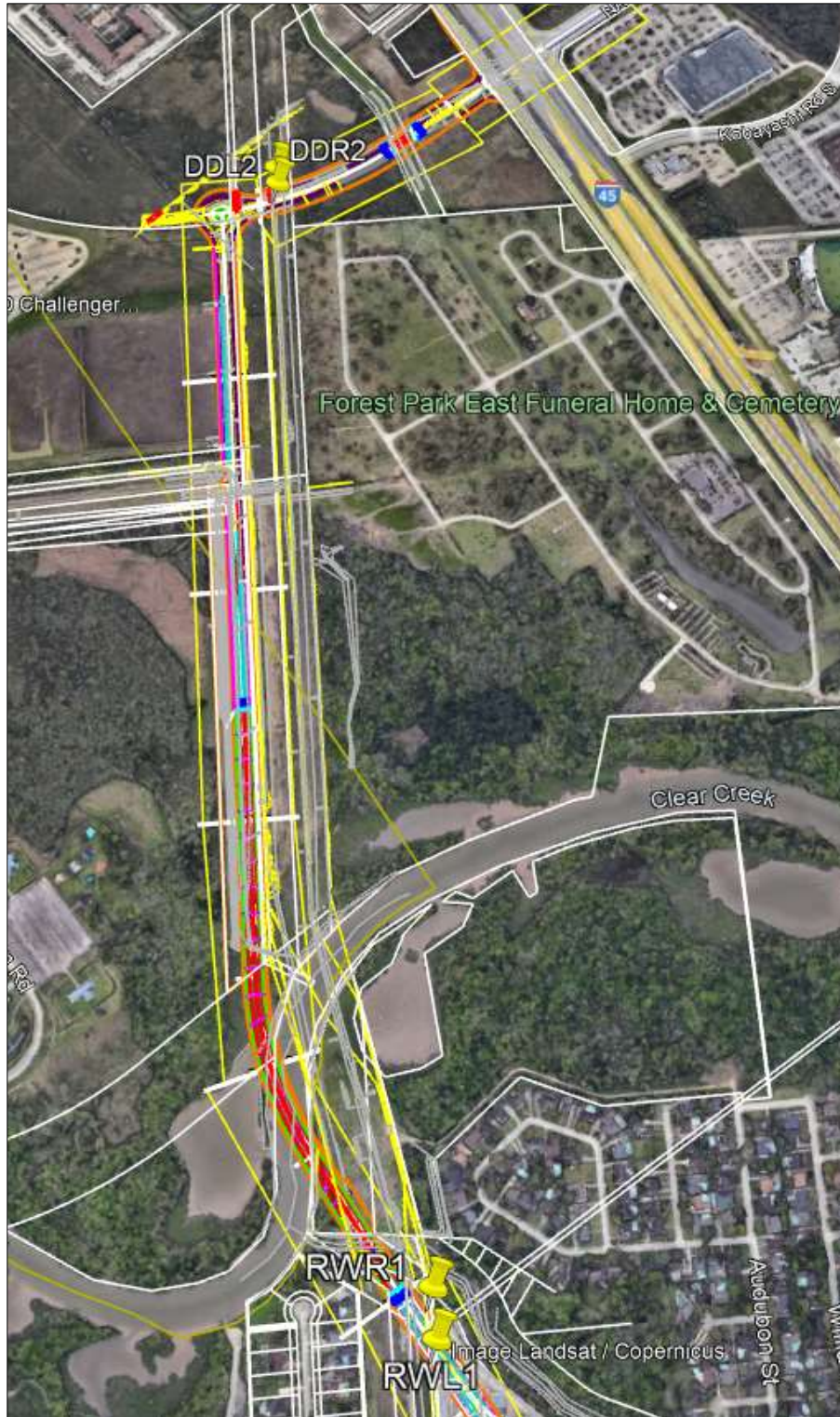


Figure 2: League City work Overlay with EMPCo Conflicts



Figure 3: Drainage ditch conflict approximately 123 ft. in conflict.

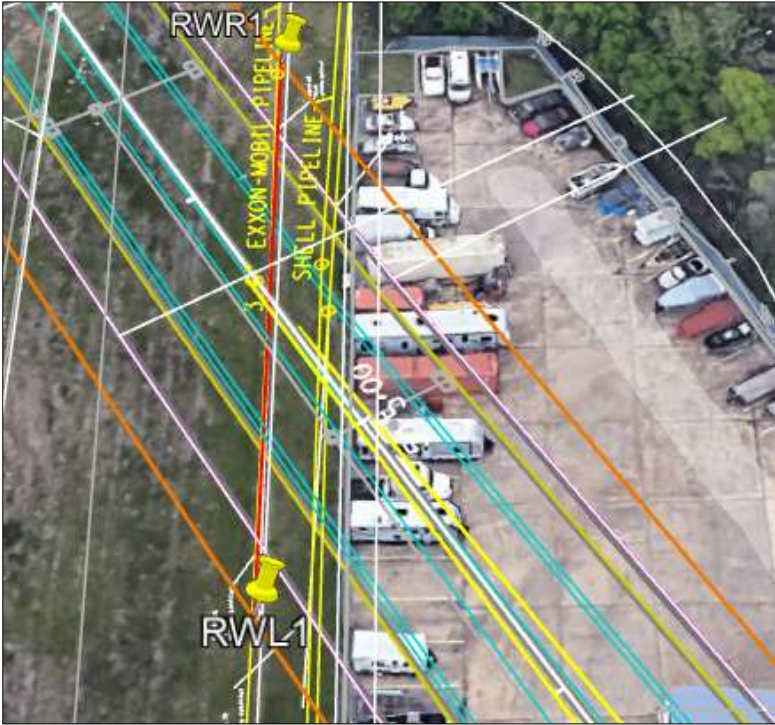


Figure 4: Retaining wall conflict approximately 241 ft. of pipe in conflict.

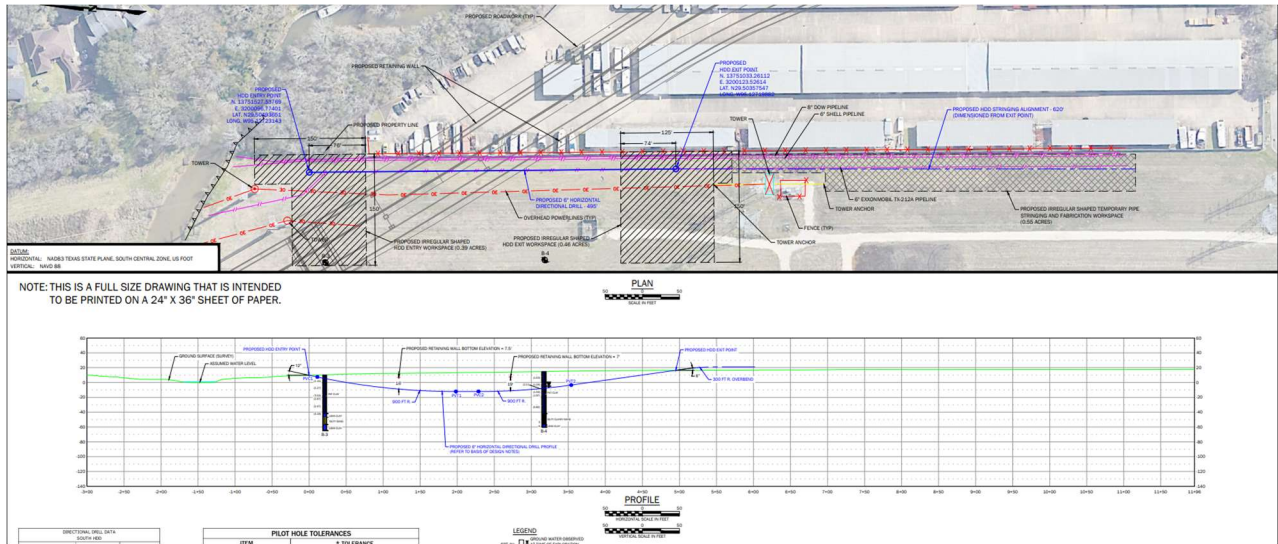


Figure 5: Proposed redlines to lower line below retaining walls conflict.

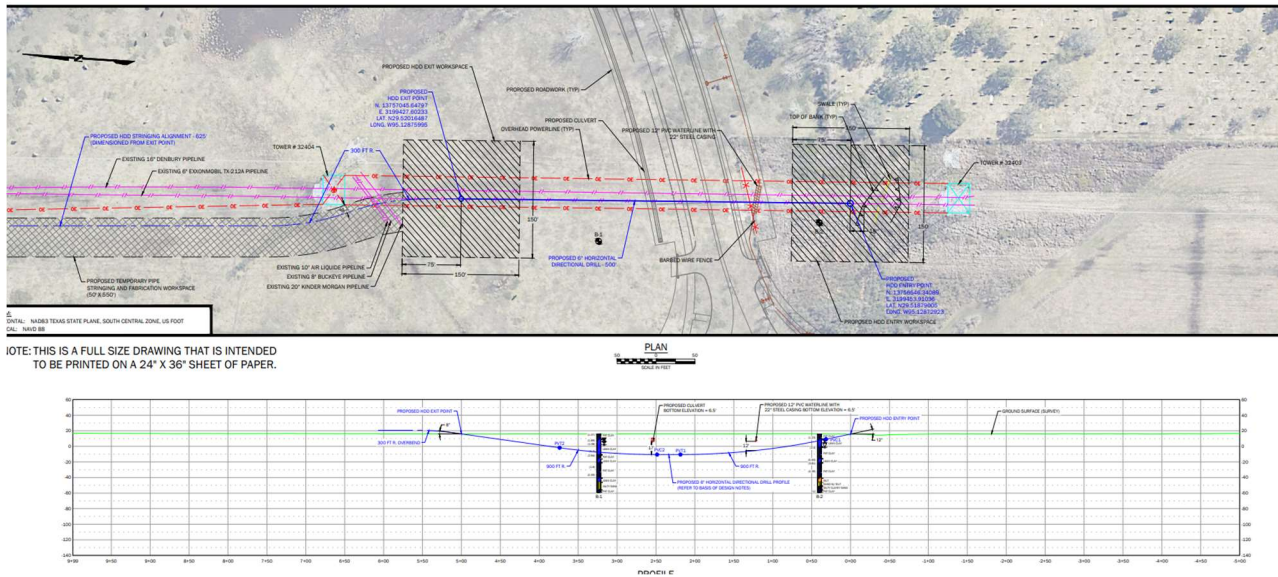


Figure 6: Proposed redlines to lower line below drainage box conflict.

Landing Blvd HDD			
Description	Quantity	Quote	Vendor(s)
6", .280, X52 - FBE and ARO	1300	\$ 75,400	
Bends	4	\$ 27,800	
Subtotal, Not Long Lead		\$ 103,200	
Engineering/Geotech		\$ 65,500	GeoEngineering
Survey, As-Builts		\$ 30,000	MPH
Civil/Mechanical - Include Matts,NDE, Hydrotest		\$ 611,338	Arnold, Gulf Coast
Blowdown and Displacement - Nitrogen		\$ 28,570	Nitrolift
Flaring		\$ 81,421	CCI
Hydrotest Water		\$ 1,839	Shamrock
Caliper Tool Run		\$ 20,599	Winterhawk
CWI/Nace		\$ 58,000	Woytt
NDE - included within Gulf Coast			
Waste		\$ 30,000	
Loss of Product (1,345 bbl - \$65/bbl)		\$ 87,205	
Stress Analysis (tie point to tie point)		\$ 15,000	Quest
Subtotal, Services		\$ 1,029,472	
Grand total		\$ 1,132,672	

Contingency	15%	\$ 169,900.73
	Total w/o OH	\$ 1,302,572.23
Overhead	35%	\$ 396,435.03
	Grand Total	\$ 1,699,007.25
	Reimbursement Increase	\$ 719,747.38