



Board of City Commissioners

SPECIAL MEETING AGENDA October 31, 2024

4th Floor Mayor's
Conference Room

City/County Office Building
221 N. 5th St.
Bismarck, ND 58501

8:30 AM

AGENDA

1. Consider request for approval of reimbursement agreement with NuStar Pipeline Operating Partnership L.P. relating to East Century Avenue Reconstruction project HC 165.

ADJOURN



Engineering Department

DATE: October 31, 2024

FROM: Gabe Schell, City Engineer

ITEM: Nustar Reimbursement Agreement

REQUEST:

Consider request for approval of reimbursement agreement with NuStar Pipeline Operating Partnership L.P. relating to East Century Avenue Reconstruction project HC 165

BACKGROUND INFORMATION:

The construction of Century Avenue from its current terminus at Kost Drive to 52nd Street requires crossing an existing NuStar 10" refined petroleum products pipeline. NuStar has agreed to allow the crossing of the pipeline but the additional material weight above the pipeline requires a section of the pipeline to be relocated. The reimbursement agreement assigns the costs of this relocation to the City of Bismarck and are estimated at approximately \$1,388,601 +/- 50%. Actual costs plus interest and overhead would be reimbursed. NuStar intends to have the work completed by July 1, 2025 which would provide adequate time to complete the roadway and watermain extensions in this area of the project also in 2025.

RECOMMENDED CITY COMMISSION ACTION:

Approve reimbursement agreement with NuStar Pipeline Operating Partnership L.P. relating to East Century Avenue Reconstruction project HC 165

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. NuStar - Reimbursement Agreement - East Century Avenue
2. Exhibit A
3. Exhibit B



October 23, 2024

City of Bismarck
221 N. 5th Street
2nd Floor City / County Bldg.
Bismarck, North Dakota 58501

**Re: Reimbursement Agreement – East Century Avenue
NuCM: 43693**

Dear City of Bismarck:

NuStar Pipeline Operating Partnership L.P. (“**NuStar**”) owns and operates a ten-inch (10”) refined products pipeline in Burleigh County, North Dakota (the “**Pipeline**”). The City of Bismarck (“**City**”) owns a parcel of real property in Burleigh County, North Dakota through which the Pipeline traverses, as described on Exhibit A, attached hereto. NuStar and City may be referred to herein as the “**Parties**” or each individually as a “**Party**.”

1. Project.

- a. City desires to construct East Century Avenue, (2) watermains and a pedestrian walking trail which will require NuStar to make certain modifications to the Pipeline (the “**Project**”). A more detailed scope of work for the Project is set forth in Exhibit B attached hereto. In connection with the foregoing, and pursuant to the terms and conditions of this letter agreement (the “**Agreement**”), NuStar hereby agrees to commence the Project, and to make commercially reasonable efforts to complete the Project by July 1st, 2025; provided, however, that City acknowledges and agrees that NuStar does not make any guarantee, representation, or warranty that NuStar will complete the Project by such date. NuStar shall provide City written notice of material known scope changes to the Project (as compared to the scope detailed herein), material delays related thereto, and upon completion of the Project, written notice of such actual date of completion. NuStar will own and operate all the equipment associated with the Project.

2. Cost and Reimbursement.

- a. City agrees to reimburse NuStar for the Reimbursement Costs of the Project, as defined below, plus twenty-eight-point eight percent (28.8%) for interest and overhead (collectively, the “**Actual Project Cost**”), as set forth in this Agreement. “**Reimbursement Costs**” shall mean all actual and reasonable costs incurred by NuStar in the design, construction, installation and commissioning of the Project, including, but not limited to, the Actual costs of labor, materials and supplies, business interruption, including sales and use taxes, and overhead, regardless of whether such costs are performed by NuStar, NuStar’s affiliates, or third-party contractors.
- b. As of the date hereof, NuStar estimates the Reimbursement Costs to be approximately +/- 50% \$1,388,601.63 (collectively, the “**Estimated Project Cost**”). City acknowledges that the Estimated Project Cost is an estimate only and the Actual Project Cost may exceed the Estimated Project Cost for any reason, including, but not limited to, increased cost of materials, changes to the Project scope, and to mitigate impacts from other utilities.

- c. Within fifteen (15) days of the execution of this Reimbursement Agreement, City shall wire to NuStar an amount equal to \$694,300.82 which is fifty percent (50%) of the Estimated Project Cost (the “Deposit”). Within sixty (60) days of completion of the Project, NuStar shall provide City with an invoice for the Actual Project Costs, less the Deposit, along with supporting documentation, and City shall pay such invoice, without setoff or deduction, within ten (10) days after the delivery date of the invoice.
- d. In the event the Actual Project Cost is anticipated to exceed the Estimated Project Cost, NuStar shall promptly provide City with written notice thereof, the revised estimate, and supporting justification for the revised Estimated Project Cost.

3. Term and Termination Date.

- a. The term of this Agreement shall run from the date this Agreement is signed by both Parties until the Termination Date (defined below).
- b. This Agreement shall terminate upon the earliest to occur of the following (the date of such occurrence hereinafter referred to as the “***Termination Date***”):
 - i The mutual written agreement of NuStar and City;
 - ii Completion of the Project and full payment of the owing Party to the other Party as contemplated in Section 2(c).
- c. In the event of termination pursuant to Section 3(b)(i), NuStar shall, as of the Termination Date, immediately take steps to cancel/terminate the Project and both Parties shall be relieved of their obligations to pay any further expenses incurred in connection with this Agreement; provided, however, that City’s obligation to reimburse NuStar for any Project performed prior to the Termination Date and any expense that cannot otherwise be cancelled shall survive termination of this Agreement.

Audit. NuStar will retain its books and records related to the Project for a period of two (2) years from the date the Project is completed. City may audit, at City’s expense, such books and records with thirty (30) days advance written notice to NuStar. Any such audit will take place at NuStar’s property where such books and records are stored during normal business hours. This Section 4 shall survive termination of this Agreement. NuStar and Energy Transfer, its owner parent’s corporate policy calls for automatically deleting email correspondence every thirty (30) days after it enters its 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.

4. Limitation of Liability.

- a. **NEITHER PARTY (NOR ITS PARENT, OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY ECONOMIC OR COMMERCIAL LOSSES OR OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFIT OR REVENUE, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, OR DAMAGE TO REPUTATION OR RELATIONS) RESULTING FROM THE PERFORMANCE OR FAILURE TO PERFORM THE PROJECT OR OPERATION OF**

THE PROJECT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY. This Section 5 shall survive termination of this Agreement.

- b. **CITY HEREBY RELEASES AND TO THE EXTENT ALLOWED UNDER LAW, AGREES TO INDEMNIFY AND DEFEND NUSTAR FROM AND AGAINST ANY AND ALL LIABILITIES WHICH ARE CAUSED BY, ARISE OUT OF OR IN CONNECTION WITH, OR ARE RELATED TO THE PROJECT INCLUDING, BUT NOT LIMITED TO (1) INJURY (INCLUDING DEATH) TO A PERSON AND (2) DAMAGE TO PROPERTY, INCLUDING DAMAGE TO THE PROJECT, ROAD SETTLEMENT, SUBSIDENCE, AND/OR WATER DRAINAGE ISSUES.** As used herein "liabilities" means actions, claims, causes of action, costs, demands, damages, expenses, fines, lawsuits, liabilities, losses, obligations and penalties including court costs, defense costs, and reasonable attorneys' fees.
- c. NuStar makes no representation in relation to the design and construction of the Project and shall not have any liability in relation to the final constructed Project. Prior to commencing construction of the Project, the City shall inspect and examine the completed Project and confirm it is suitable for the construction of the Project.

5. General.

- a. Notices. To be effective, notices will be in writing and delivered either: (A) by overnight courier to the address set forth below; (B) by certified U.S. mail, return receipt requested to the address set forth below; or (C) by email to the email address set forth below and confirmed by either method (A) or (B) above. Notice addresses may be changed upon notice at least ten (10) days in advance of the effective date of the change.

If to NuStar:

Attn: Land & ROW Department
8111 Westchester Drive, Ste 600
Dallas, Texas 75225
Email: brandon.cermak@energytransfer.com

If to City:

Attn: _____

Email: _____

- b. In the performance of the Project, NuStar shall be deemed an independent contractor with the authority and right to direct and control all of the details of the Project subject to the terms of this Agreement. City shall have no right or authority to give instructions to the representatives or contractors of NuStar, and such persons at all times shall be under the direct and sole supervision and control of NuStar, in each case to the extent such persons are engaged in carrying out the Project. The rights, duties, obligations and liabilities of the Parties under this Agreement shall be individual, not joint or collective. It is not the intention of the Parties to create, nor shall this Agreement be deemed or construed to create a partnership, joint venture, association or trust.
- c. This Agreement may not be assigned by any Party without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns.
- d. The laws of the State of North Dakota (without regard to any jurisdiction's conflict of laws principles) exclusively govern all matters based upon, arising out of, or relating to, this Agreement, including without limitation, all disputes, claims or causes of action arising out of or relating to this Agreement as well as the interpretation, construction, performance and enforcement of this

Agreement. The exclusive venue for any legal action to enforce this Agreement shall be the state or federal courts located in Burleigh County, North Dakota. **NuStar and City, each for itself and its successors and assigns, hereby waive the right to any jury trial in any legal action in connection with this Agreement.**

- e. This Agreement memorializes the entire agreement between City and NuStar regarding the Project. There are no other promises, inducements, or agreements between City and NuStar regarding the Project that are not expressed in this Agreement. No amendment to this Agreement will be effective unless set forth in writing and signed by both NuStar and City. The words “include” and “including” will not be construed to limit the preceding words or phrases. Should any provision of this Agreement require interpretation, it is agreed that the body interpreting or construing this Agreement shall not apply the assumption that the terms of this Agreement shall be more strictly construed against one Party by reason of the rule of legal construction that an instrument is to be construed more strictly against the Party which itself or through its agents prepared this Agreement. No waiver of any right under this Reimbursement Agreement at any time shall serve to waive the same right at any future date. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same agreement, and counterparts of this Agreement may also be exchanged via electronic facsimile machines or electronically in portable document format (.pdf) and any electronic facsimile or .pdf of any Party’s signature shall be deemed to be an original signature for all purposes. In the event that any signature is delivered by email or facsimile transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

Please indicate City’s agreement with the matters set forth in this Agreement by signing in the space provided below and returning it to Brandon Cermak, Representative – Land & Right of Way at brandon.cermak@energytransfer.com.

Sincerely,

NuStar Pipeline Operating Partnership L.P.
“NuStar”

By: _____

Name: Kevin Taliaferro

Title: Senior Director - Land & Right of Way

Accepted and agreed this ____ day of _____, 2024

City of Bismarck
“City”

By: _____ Print: _____

Title: _____

Exhibit A
Property Description

[Attached Separately]

Exhibit B
Estimated Project Cost / Scope of Work

[Attached Separately]

PROJECT	PARCELS
#HC 165 - East Century Avenue	P-1

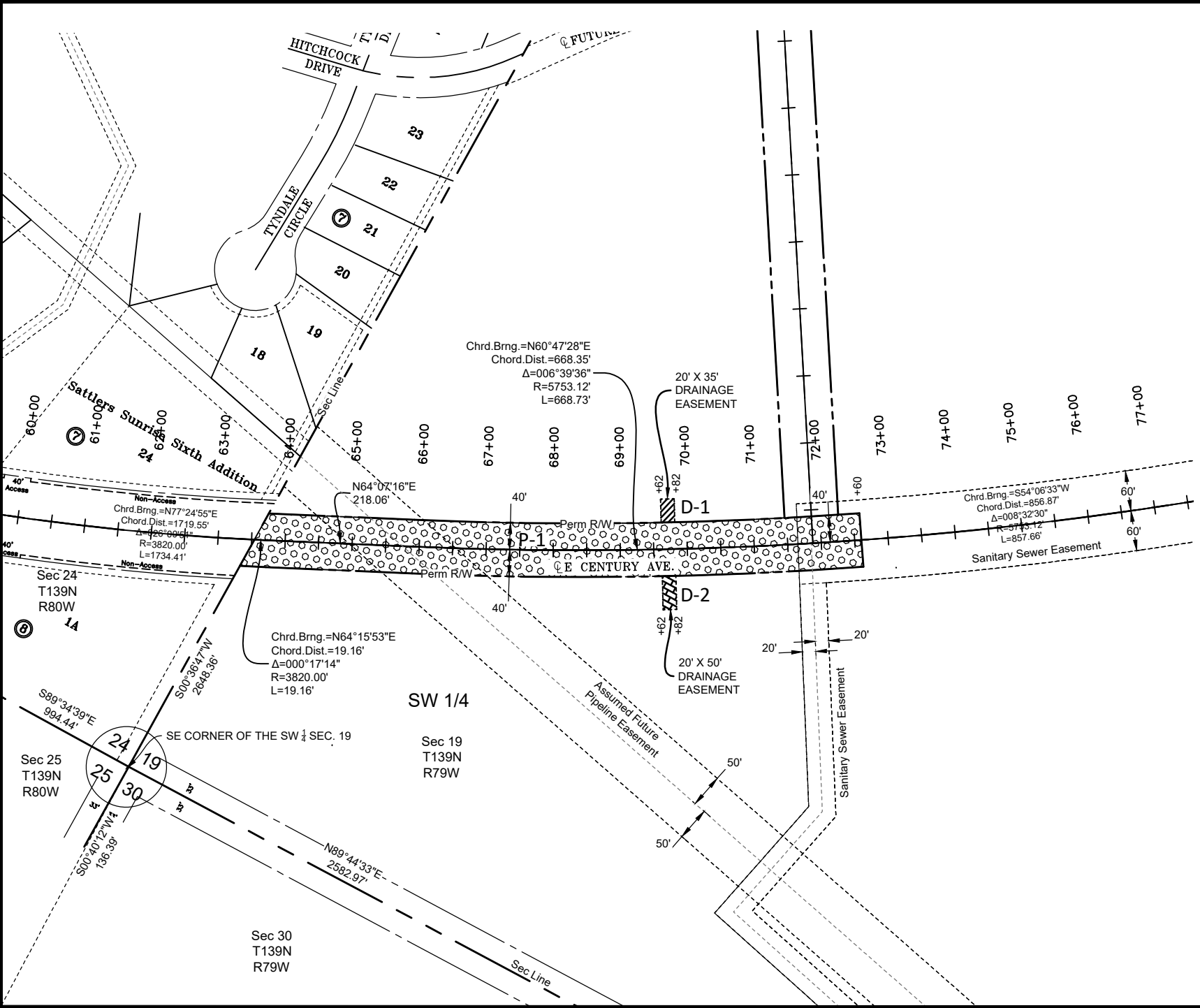
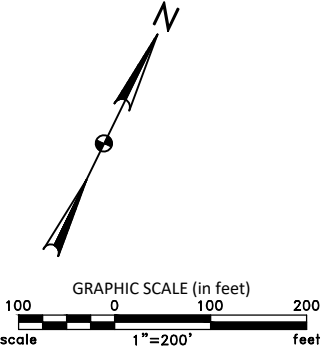
S19-T139-R79
E 1/2 SW 1/4 and Gov. Lots 3 & 4, Less R/W
(AKA SW 1/4)
PARCEL NO. P-1 72,475 SF
Sattler Family LLLP
PO Box 7218
Bismarck, ND 58507

Drainage Easmt. D-1 711 SF

Drainage Easmt. D-2 1011 SF

Exhibit A
Pg 1 of 3

This drawing
is preliminary
and not for
construction or
implementation
purposes.

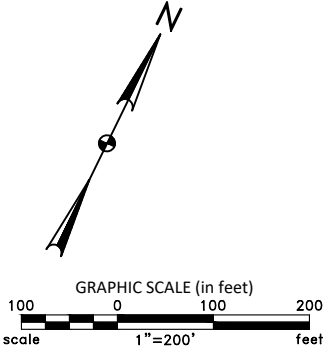
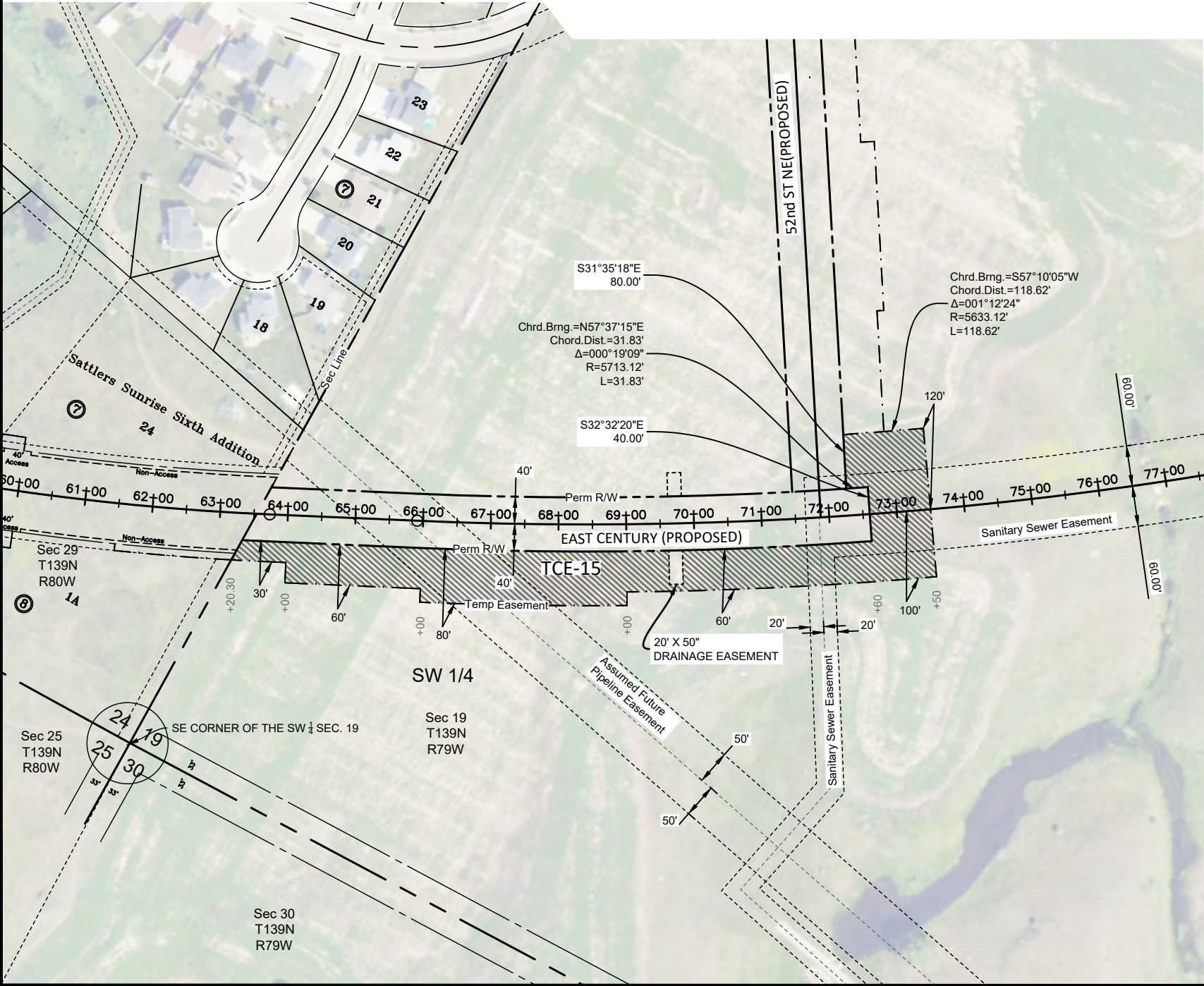


PROJECT	PARCELS
#HC 165 - East Century Avenue	TCE-15

S19-T139-R79
 E 1/2 SW 1/4 and Gov. Lots 3 & 4, Less R/W
 (AKA SW 1/4)
 PARCEL NO. TCE-15 81,648 S.F.
 Temporary Construction Easement
 Sattler Family LLLP
 PO Box 7218
 Bismarck, ND 58507

Exhibit A

Pg 2 of 3

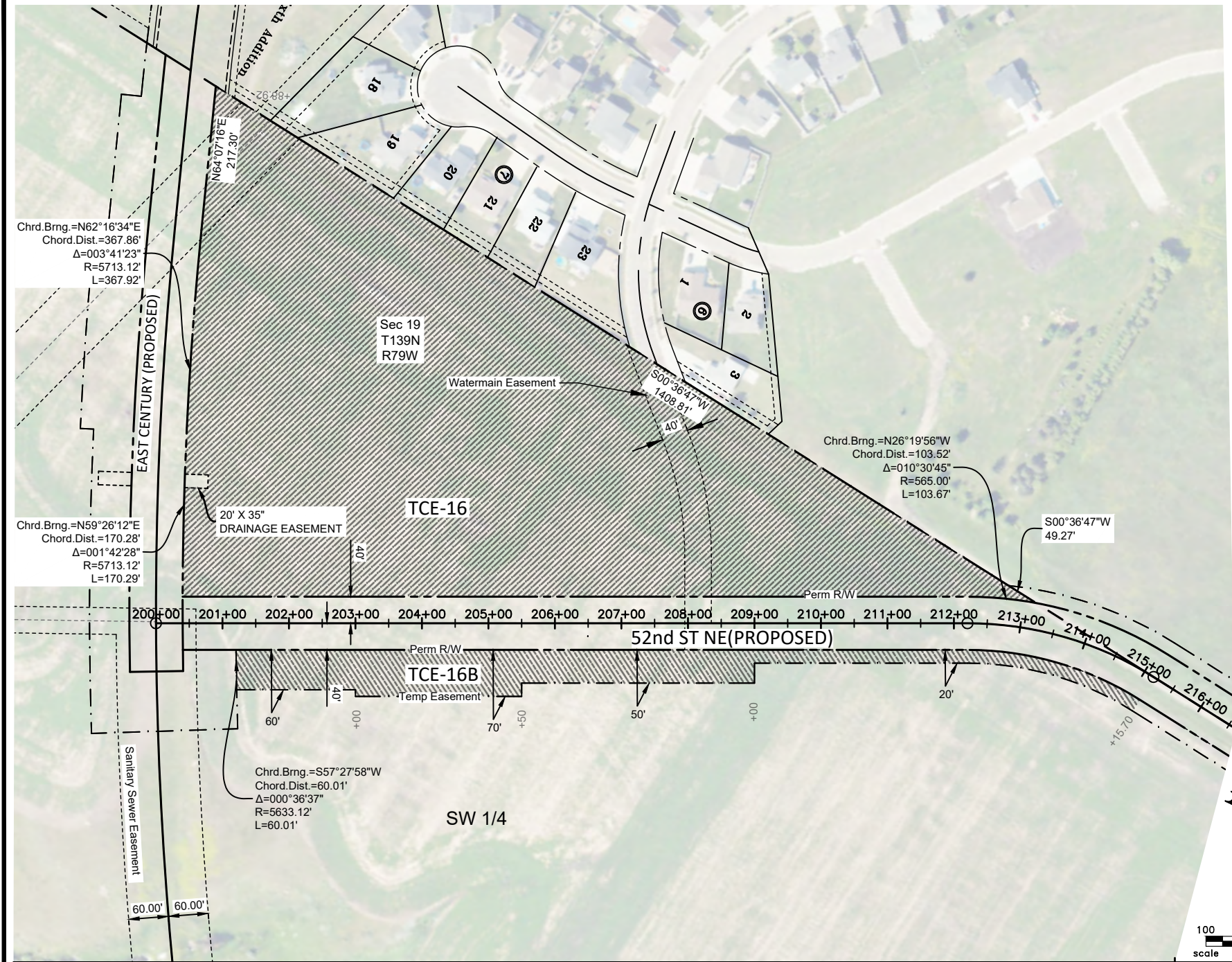


PROJECT	PARCELS
#HC 165 - East Century Avenue	TCE-16 TCE-16B

S19-T139-R79
 E 1/2 SW 1/4 and Gov. Lots 3 & 4, Less R/W
 (AKA SW 1/4)
 PARCEL NO. TCE-16 491,769 S.F.
 Temporary Construction Easement
 Sattler Family LLLP
 PO Box 7218
 Bismarck, ND 58507

S19-T139-R79
 E 1/2 SW 1/4 and Gov. Lots 3 & 4, Less R/W
 (AKA SW 1/4)
 PARCEL NO. TCE-16B 57,505 S.F.
 Temporary Construction Easement
 Sattler Family LLLP
 PO Box 7218
 Bismarck, ND 58507

Exhibit A
 Pg 3 of 3



NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date:

10/18/2024

COMPANY NAME: NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

WBS NUMBER:

PROJECT NAME: E Century Ave Road Extension, Bismarck, ND Encroachment #2024-0825

ET PM: Blase Grasso

PIPELINE NAME: 10" Mandan to Driscoll Station

Engineering PM:

REVISION NUMBER: Original

OVERHEAD %:

28.80%

Current Standard OH

Estimate:

+/- 50%

Estimated Project Cost

Component	Estimate		Comments/Explanation
Material & Equipment Cost	70,182.35		
Field Direct Cost	73,783.60		
Prime Contract	300,300.00		
Project Support Cost	633,840.90		
Overhead (28.8 %)	310,494.77		
Total Installed Cost	1,388,601.63		

Project Scope

This cost estimate captures the normal resources required to design and determine the conflicts on all of Energy Transfer facilities:

Scope:

1)ROW – Investigate properties along current pipeline ROW. Make notifications to property owners for survey and any other field work done on those properties. Work with any property owners where new easements will need to be acquired for the new pipeline relocation. Develop any new ROW agreements required.

2)Survey –

a.Preliminary / Design Phase - Perform a preliminary easement survey, line locate, and easement exhibit where the pipeline runs in the vicinity of the E Century Road Extension in preparation of an alignment sheet for the new pipeline. Prepare alignment sheets and an HDD profile.

b.Construction Phase – Stake out new proposed pipeline location. Prepare as-built alignment sheets of the new pipeline. Document each weld location in the as-built drawing documents.

3)Permitting – Depending on what North Dakota requires, permitting could include:

a.Ecological Field Assessment

b.Site Assessment Report and Permitting Path

c.Federal and Local Permitting

d.SWPPP

e.Hydrotest Discharge Permit

4)Material Purchases – Material purchases will include but may not be limited to piping for the horizontal directional drill (HDD), fittings for tie ins, stopples for line draining

5)Construction –

a.HDD Bore - Install approximately 350' +/- of pipe under the proposed E Century Ave Extension utilizing an HDD method to include mobilization, welding, coating, pressure testing, stoppling, drain down, tie ins, site cleanup, and demobilization.

b.Remove existing pipeline.

Gas Blowdown Requirements:

Business Downtime Revenue Loss - Revenue per month is \$4,697,769 = \$156,573 per day. At 3 days of downtime estimated for line evacuation and tie ins, Revenue loss is \$469,719

MAOP:

The MOP of this pipeline is 1440 psi

Design Code/Regulations:

49 CFR 195 - Transportation of Hazardous Liquids by Pipeline

Right-of-Way:

Per discussions back in January 2024, a 100' easement is proposed

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date: 10/18/2024

COMPANY NAME: NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

WBS NUMBER: 0

PROJECT NAME: E Century Ave Road Extension, Bismarck, ND Encroachment #2024-0825

ET PM: Blase Grasso

PIPELINE NAME: 10" Mandan to Driscoll Station

Engineering PM:

REVISION NUMBER: Original

Estimate: +/- 50%

Notes & Assumptions

- 1 Ingress and egress can be obtained at all locations at minimum costs. (A)
- 2 Temporary work space can be obtained at all required locations at minimum costs. (A)
- 3 Job duration is estimated at 4 Weeks (mobilization to clean-up), weather permitting. (N)
- 4 Cost estimate accuracy is +/- 50%. (N)
- 5 Cost estimate is based on completing the proposed work in dry lay conditions. Mats for wet conditions would be an additional cost (N)
- 6 Materials can be obtained without expediting or hot shotting services. (A)
- 7 Cost estimate is based on minimum site preparation (i.e. stable soil conditions). Soil is assumed to be primarily clay. (N)
- 8 Cost estimate is based on clearing all of the timber and brush in the permanent ROW and disposing off-site. (N)
- 9 Base lay price for pipe assumes Contractor will pick-up the pipe, fittings, and casing material at a local distributor in the Houston area. (A)
- 10 Cost estimate assumes that the Contractor will be allowed to use the Right-of-Way for workspace during construction. (N)
- 11 Cost estimate assumes environmental surveys and permits will be completed by ETC's staff & contractors, if required. (A)
- 12 Cost estimate assumes Right-of-Way work will be completed by ETC's subcontractor. (A)
- 13 Cost estimate assumes purchasing and expediting work will be completed by ETC's subcontractor. (A)
- 14 Cost estimate assumes construction management will be completed by ETC's subcontractor. (A)
- 15 Cost estimate contains costs for 28.8% overhead. (N)
- 16 Cost estimate assumes that the pipeline will be pigged or stoppled. (A)
- 17 Cost estimate assumes "Buy America" Pipe is not required for this project (A)
- 17.5 Cost estimate based on 3 days +/- of downtime / revenue loss
- 18 Cost estimate does NOT contain costs for AFUDC or Income Tax Gross-Up charges. (N)
- 19 Cost estimate does NOT include costs for any unforeseen re-routes or overbends. (N)
- 20 Cost estimate does NOT include costs for condemnation activities or related activities. (N)
- 21 Cost estimate does NOT include costs for repair of drain tiles. (N)
- 22 Cost estimate does NOT include costs for encountering any issues resulting from adjacent utilities. (N)
- 23 Cost estimate does NOT include monies for encountering or addressing extensive environmental issues. (N)
- 24 Cost estimate does NOT include monies for encountering or addressing any Archeological areas. (N)
- 25 Cost estimate does NOT include costs for extensive shoring materials. (N)
- 26 Cost estimate does NOT include costs for additional move out/move in or stand-by requirements due to heavy rains (N)
- 27 Cost estimate does NOT include costs for well pointing (N)

(N) - Note

(A) - Assumption

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date: **10/18/2024**

COMPANY NAME: **NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)**

WBS NUMBER: **0**

PROJECT NAME: **E Century Ave Road Extension, Bismarck, ND Encroachment #2024-0825**

ET PM: **Blase Grasso**

PIPELINE NAME: **10" Mandan to Driscoll Station**

Engineering PM:

REVISION NUMBER: **Original**

Material Tax %: **7.00%**

Estimate: **+/- 50%**

Materials and Equipment Cost

Draw #	Description	Baseline Estimate					Comments/Explanation
		QTY	UOM	Unit Cost	Buy America	Total Cost	
P-001	10.75" OD x 0.280" wt, API 5L X-52 FBE and Powercrete coating delivered to site	350	LF	72.29		25,302.20	HDD
P-002	TDW Stoppie Fittings (6") with 2" TOR fittings	2	EA	17,050.00		34,100.00	
P-003	45 degree segmentable fittings with 0.365" wt	4	EA	1,100.00		4,400.00	
P-004						-	
P-005						-	
P-006						-	
P-007						-	
P-008						-	
P-009						-	
Materials SUB-TOTAL						63,802.20	
Freight Charges						1,914.00	
Tax 7% of material sub-total						4,466.15	
Materials GRAND TOTAL						70,182.35	

Add material items or packages as required.

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)**Original Estimate - EXHIBIT B**Date: **10/18/2024**COMPANY NAME: **NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)**WBS NUMBER: **0**PROJECT NAME: **E Century Ave Road Extension, Bismarck, ND Encroachment #2024**ET PM: **Blase Grasso**PIPELINE NAME: **10" Mandan to Driscoll Station**

Engineering PM:

REVISION NUMBER: **Original**Estimate: **+/- 50%****Field Direct Cost**

Description	Baseline Estimate				Comments/Explanation
	QTY	UOM	Unit Cost	Total Cost	
Easement Survey / Line Locate / Easement Exhibit	1	EA	4,400.00	4,400.00	EFN Quote 01/03/24
Prelim Route Survey / HDD Design and Alignment Sheets	1	EA	2,640.00	2,640.00	EFN Quote 01/03/24
Construction Staking	1	EA	6,050.00	6,050.00	EFN Quote 01/03/24
As-Built Survey	1	EA	6,050.00	6,050.00	EFN Quote 01/03/24
Inspection	28	Day(s)	1,146.20	32,093.60	
Inspection (storm water)		Day(s)		-	
X-Ray	3	EA	6,600.00	19,800.00	
Water Disposal / Lab Testing	1	EA	2,750.00	2,750.00	
Initial Hydrovac - disposal	1	EA		-	
Geotech				-	Not required - acquired KLJ's Geotech Report
				-	
				-	
				-	
				-	
				-	
				-	
				-	
Field Direct GRAND TOTAL				73,783.60	

Confirm UOM estimate to invoicing alignment

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date: 10/18/2024

COMPANY NAME: NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

WBS NUMBER: 0

PROJECT NAME: E Century Ave Road Extension, Bismarck, ND Encroachment #2024-C

ET PM: Blase Grasso

PIPELINE NAME: 10" Mandan to Driscoll Station

Engineering PM:

REVISION NUMBER: Original

Estimate: +/- 50%

Prime Contract Cost

Description	Baseline Estimate				Comments/Explanation
	QTY	UOM	Unit Cost	Total Cost	
HDD	1	EA	250,800.00	250,800.00	
Stoppling Service	1	EA	49,500.00	49,500.00	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
				-	
Prime Contract GRAND TOTAL				300,300.00	

Review line items to develop scope items

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date: 10/18/2024

COMPANY NAME: NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

WBS NUMBER: 0

PROJECT NAME: E Century Ave Road Extension, Bismarck, ND Encroachment #2024-

ET PM: Blase Grasso

PIPELINE NAME: 10" Mandan to Driscoll Station

Engineering PM:

REVISION NUMBER: Original

Estimate: +/- 50%

Project Support Cost

Description	Baseline Estimate				Comments/Explanation
	QTY	UOM	Unit Cost	Total Cost	
ROW Agents	1	EA	11,000.00	11,000.00	
Appraisal Cost (personnel & expenses)		Hour(s)		-	
Temporary workspace		Acre(s)		-	
ROW Damages		EA		-	Assume none
ROW Acquisition		EA		-	Assume none
Permits	1	EA	30,800.00	30,800.00	Permitting Sub / Permit Costs
Permit Costs	1	EA	3,300.00	3,300.00	
Legal	1	EA	5,500.00	5,500.00	
Title Update	1	EA	550.00	550.00	
Contract Project Management	1	EA	42,900.00	42,900.00	Project Management / Outstation Design
PM Travel Costs	4	EA	1,650.00	6,600.00	
Consultant Engineering	1	EA		-	NA
Sunoco Maintenance Field Crews (Tie Ins)	3	Day(s)	5,500.00	16,500.00	
				-	
				-	
				-	
				-	
Product Revenue Loss	3	Day(s)	172,230.30	516,690.90	Update price with most recent published rate.
Project Support GRAND TOTAL				633,840.90	

Engineering value will require that a rate sheet is submitted during agreement approval. The estimate is typically populated with resources with anticipated hours to perform work. All internal resources will be covered by the 28.80% OH. This will include management personnel with the exception of OPS. Hours for support of construction should be estimated.

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date: 10/18/2024

COMPANY NAME: NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

WBS NUMBER: 0

PROJECT NAME: E Century Ave Road Extension, Bismarck, ND Encroachment #2024-0825

ET PM: Blase Grasso

PIPELINE NAME: 10" Mandan to Driscoll Station

Engineering PM:

REVISION NUMBER: Original

Estimate: +/- 50%

Risk Factors

1. Weather delays.
2. Right of Way problems.
3. Material hot shot and expediting requirements.
4. Encountering unknown below ground foreign pipelines, storm sewers, drains, concrete, etc.
5. Excessive ground water that may be encountered.
6. Permitting could entail additional research / investigation

NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)

Original Estimate - EXHIBIT B

Date: 10/18/2024

COMPANY NAME: NuStar Pipeline Operating Partnership L.P. (Sunoco, LP)
PROJECT NAME: E Century Ave Road Extension, Bismarck, ND Encroachment #2024-0825
PIPELINE NAME: 10" Mandan to Driscoll Station
REVISION NUMBER: Original

WBS NUMBER: 0
ET PM: Blase Grasso
Engineering PM:
Estimate: +/- 20%

Project Contact List					
Name	Role	Office Phone	Mobile Phone	Email	Notes
Blase Grasso	Project Manager	NA	609 504 2959	blase.grasso1@sunoco.com	
	Survey Support				Not yet determined
Brandon Cermak	Rep Land & ROW		701-471-6570	brandon.cermak@energytransfer.com	
	Construction Manager				Not yet determined