

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 7th day of July, 2016, by and between Oncor Electric Delivery LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain proposed to install 103 poles, 14,574 linear feet of conductor and ancillaries, remove 78 poles, 13,435 linear feet overhead conductor and ancillaries. (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110: SH 79 to Limmer Loop. (Hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Oncor relocation consist of: Installing 103 poles, 14,574 linear feet of conductor and ancillaries, removing 78 poles, 13,435 linear feet overhead conductor and ancillaries.
- County will reimburse Utility for Engineering Services, Inspection Services and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

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

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 103 of poles along with apparatus defined as Work = \$732,223.47

County agrees to bear 100% of the eligible costs incurred by utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility 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, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. 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 Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

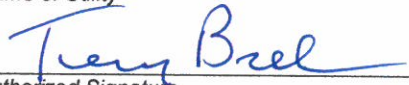
1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)

5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Oncor Electric Delivery
Name of Utility

By: 
Authorized Signature

Terry Brehm
Print or Type Name

Title: Director of Distribution Engineering

Date: 7/7/16

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____



Electric Delivery LLC

ONCOR Project: 3285901
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
County Road No.: 110 (south)
From: SH 79
To: Limmer Loop
Eligibility Ratio 69.23%

Attachment "A"
Summary Estimate

Contractors Expense	200,903.48	
Vouchers	41,061.00	
Materials	296,435.13	✓
subtotal 1 :		538,399.61
Construction Overhead		193,823.86
subtotal 2 :		732,223.47
OED Tax Expense		0.00
subtotal 3 :		732,223.47
Total Charged to Project		732,223.47
Salvage Material		0.00
Net Estimated Cost		732,223.47
Less Betterment	49.42%	361,864.84
Estimated Cost		370,358.63
Eligibility Ratio	69.23%	256,399.28



Electric Delivery LLC

ONCOR Project: 3285901
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
County Road No.: 110 (south)
From: SH 79
To: Limmer Loop
Eligibility Ratio 69.23%

Attachment "B"

Utility Schedule of Work and Estimated Date of Completion

Estimated
Start Date *

November 28, 2016

Estimated
Number of
Days
For
Completion

working days, does not
include holidays, does not
include weekends.

140 total days,
includes weekends,
(7 days per week)
does not include holidays,

Estimated
Completion
Date **

March 31, 2017

* Start date is based on receipt of signed County contract and acquired Road R.O.W.

** Completion date is for construction phase only. This period does not include time allotment to capture trailing charges needed for project invoicing. Removal of existing poles in the new road ROW is contingent on all foreign pole contacts being removed in an expeditious manner.

Note:

In the event that it becomes necessary, and/or at County's request, Oncor will ask if crews will work 7 days per week (their volitional option and does not include holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. O.E.D. will work with County in the event that a Supplemental Agreement is necessary if the costs exceed 25%.



Electric Delivery LLC

ONCOR Project: 3285901
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
County Road No.: 110 (south)
From: SH 79
To: Limmer Loop
Eligibility Ratio 69.23%

Attachment "C"

Eligibility Ratio

Federal Utility
Procedure
(FUP)

All utility adjustments are eligible for reimbursement by County projects. The necessity for, and justification of, Interstate adjustments depends on whether the existing facilities need to be adjusted to accommodate the highway and are in the best interests of the public.

X

State Utility
Procedure
(SUP)

Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway, County projects require a determination of eligibility. The justification for cost participation depends on whether the existing facilities have real or compensable property rights, in addition to the need to be adjusted to accommodate the highway and are in the best interests of the public. In situations where eligibility is less than 100%, approval of the eligibility ratio will be required.

* This Procedure to be used on County Projects



Eligibility Ratio Worksheet

ONCOR Project: 3285901
TXDOT U-NO.: NA
District: NA
County: Williamson
Federal Proj. No.: NA
ROW CSJ No.: NA
Highway No.: County Road 110 South
From: US Hwy 79
To: Limmer Loop
Eligibility Ratio: 69.23%

Pole Count	
<u>Poles Removed, Covered by Private Easement, PUE</u>	<u>54</u>
<u>Total Poles Removed, in ROW and Private</u>	<u>78</u>

Sheet 1 $\frac{8}{11}$

Sheet 2 $\frac{9}{9}$

Sheet 3 $\frac{7}{7}$

Sheet 4 $\frac{11}{11}$

Sheet 5 $\frac{8}{8}$

Sheet 6 $\frac{3}{13}$

Sheet 7 $\frac{4}{14}$

Sheet 8 $\frac{4}{5}$

Sheet 9 _____

Sheet 10 _____



Electric Delivery LLC

ONCOR Project: 3285901
 District: NA
 County: Williamson
 Federal Proj. No.: NA
 ROW CSJ No.: NA
 County Road No.: 110 (south)
 From: SH 79
 To: Limmer Loop
 Eligibility Ratio 69.23%

Attachment "D"

Betterment Calculation and Estimates

Forced Betterments

Forced betterments, also known as non-elective betterments, are those necessitated by transportation project construction. This type is usually a reimbursable cost item. These items must be properly documented by the utility and include: (1) non-stocked items that are uneconomical to purchase; (2) items to comply with governmental laws and ordinances; (3) appropriate regulatory commission codes; (4) published, current design practices regularly followed by the utility in its own work; (5) installment of replacements of equivalent standard, although not identical; (6) betterments for which there are direct benefits to, and/or are required for, the transportation project.

County cost participation is based on the cost of providing the most economical replacement facility or restoration of functionally equivalent service to the facility being replaced.

Note: Forced Betterment will make the contract have an Eligibility Ratio and a Reimbursement Ratio

X Elective Betterments

The costs of elective betterment items are ineligible for County participation. Such elective betterments should be depicted on the plan as part of the work proposed.

No Betterments

There is no betterment involved in this utility adjustment.

A (Replacement in Kind) = \$50,898.00

B (Cost with Betterment) = \$100,627.00

$B - A = X$, $\$100,627.00 - \$50,898.00 = \$49,729.00$

$X = \$49,729.00$

$\frac{X}{B}$ = Elective Betterment Credit Percentage, $\frac{\$49,729.00}{\$100,627.00} = 49.42\%$

Existing Conductor - 1/0acsr (Non Standard Conductor)
 Replacement in Kind - 4/0acsr
 Betterment Replacement - 795aac



Electric Delivery LLC

ONCOR Project:	3285901
District:	NA
County:	Williamson
Federal Proj. No.:	NA
ROW CSJ No.:	NA
County Road No.:	110 (south)
From:	SH 79
To:	Limmer Loop
Eligibility Ratio	69.23%

Attachment "E"

Proof of Property Interest

Utility Joint Use Agreement 80A

Agreement No: WC-JUA-UTILITY-CR 110 – Oncor Electric Delivery LLC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 110:
From: SH 79 to Limmer Loop

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Oncor Electric Delivery Company LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the ____ day of _____, 2016, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

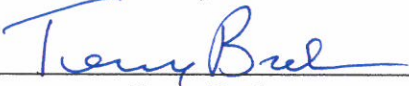
In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

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

Owner: Oncor Electric Delivery LLC
Utility Name

By 
Terry Brehm

Title: Director of Distribution Engineering

Date: 7/7/16

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____