

STANDARD UTILITY AGREEMENT

County: Williamson
Project No.: _____
Highway Project Letting Date: October 2018

Highway: IH-35 at Ronald Reagan Boulevard
From: At Theon Road (Ronald Reagan Blvd)
To: _____

This Agreement by and between Williamson, ("**County**"), and Pedernales Electric Cooperative, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of 1 pole in conflict with proposed ditch cut, and installation of 1 pole and 1 span of primary so that line crosses Ronald Reagan at 90 degree angle; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any

other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

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

1. Standard Utility Agreement;
2. Plans, Specifications, 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(Wilco) (Attachment "E");
7. Wilco-U-80A- Joint Use Agreement (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

WILLIAMSON COUNTY

Utility: Pedernales Electric Cooperative
Name of Utility

By: _____
Authorized Signature

By: Michael W. Mayhew
Authorized Signature

Print or Type Name

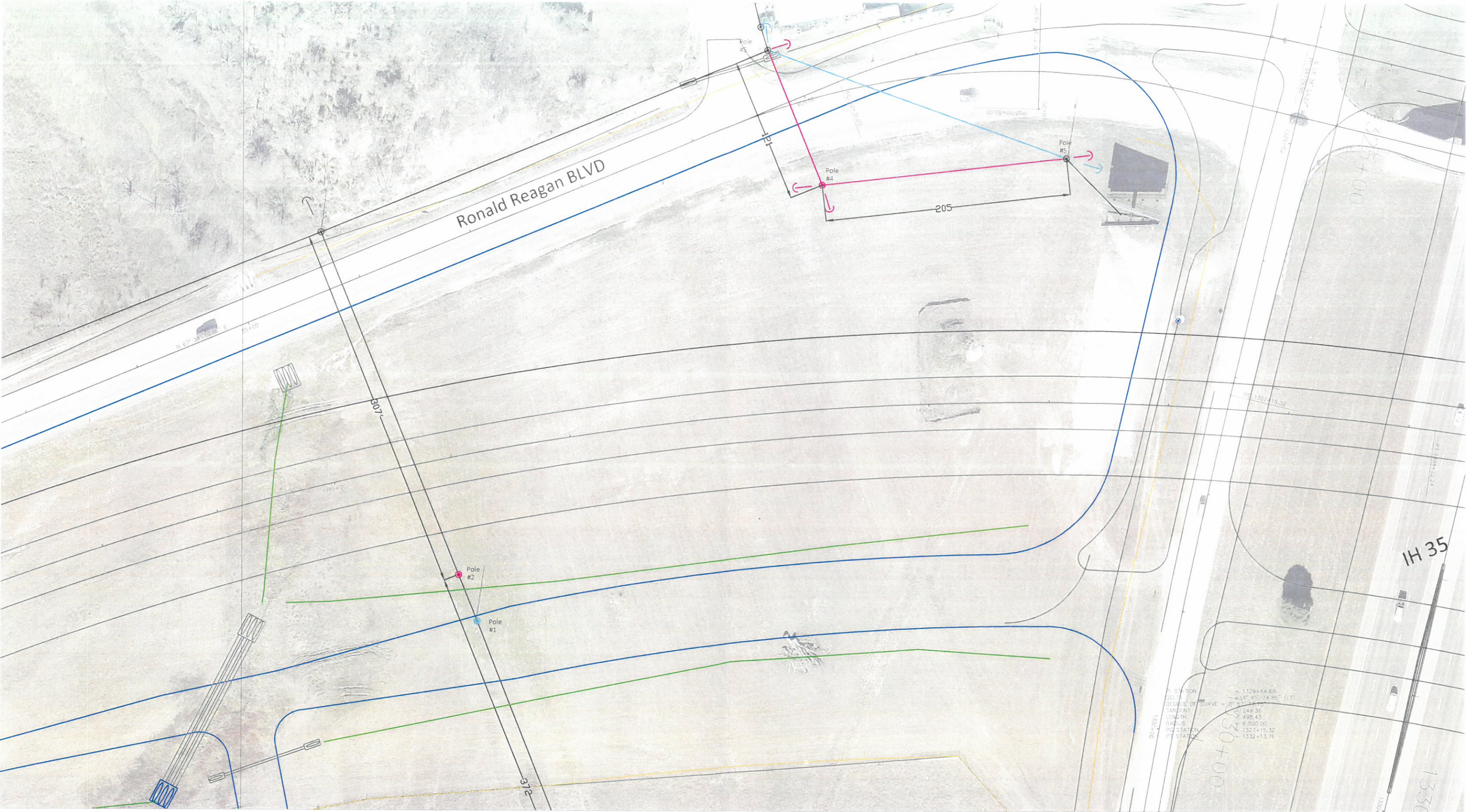
Michael W. Mayhew
Print or Type Name

Title: _____

Title: Distribution Design - Field Eng Mgr Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

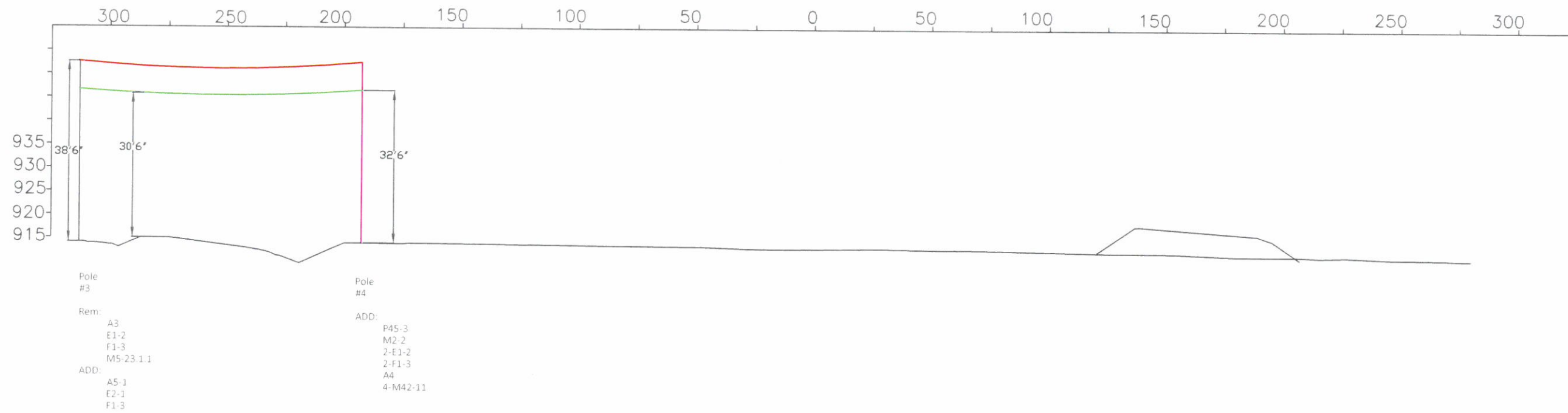
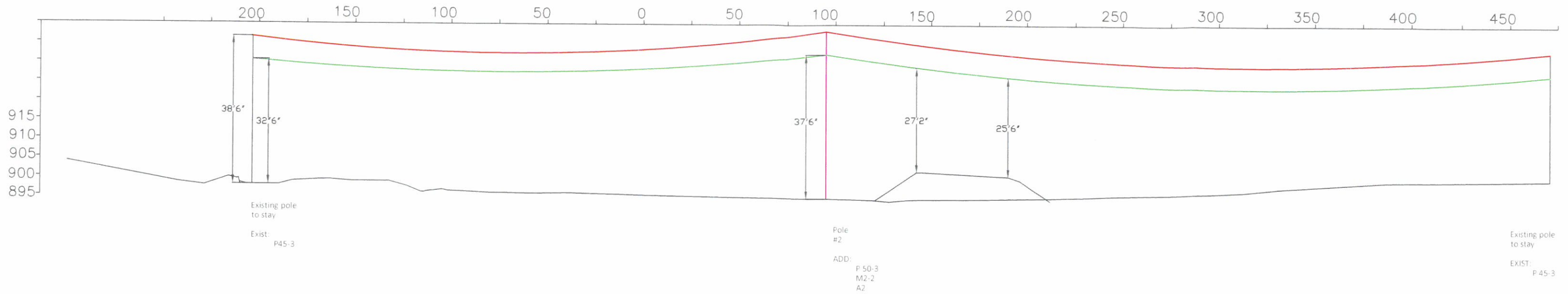


Color Legend	
EXIST ROW	—
PEC EXIST OH	●
PEC Removal	●
PEC Install	●
Prop. Ditch Cut	—

Pole #1	Pole #2	Pole #3	Pole #4	Pole #5
Rem: P54-3 M2-2 A2	ADD: P 50-3 M2-2 A2	Rem: A3 E1-2 F1-3 (2)M41-11 ADD: A5-1 E1-2 F1-3	ADD: P45-3 M2-2 2-E1-2 2-F1-3 A4 4-M42-11	REM: A5 E1-2 F1-3 (2)M42-11 ADD: A5 E1-2 F1-3

Approved for Construction 10-24-2016

PEC Workorder Number 108983	Job Name: Ronald Reagan at IH35 Phase 1 Plan View	DESIGNED BY: Brian Slaton DATE PRINTED: 10/10/2016 Scale 1"=75'	P.O. Box 2048 10625 West Highway 29 Liberty Hill, TX 78642 (877)-372-0391 (800)-868-4791 ext 7025 (512)-778-6754 www.PEC.Coop	
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Note: Roadway profiles are based on nearest station perpendicular cross section from 90% road design

Color Legend	
PEC Existing	—
PEC Install	—
Final Sag	—

PEC Workorder Number 108983	Job Name: Ronald Reagan at IH35 Phase 1 Profile View	DESIGNED BY: Brian Slaton DATE PRINTED: 10/11/2016 Scale V= 1"=25' H= 1"=50'	P.O. Box 2048 10625 West Highway 29 Liberty Hill, TX 78642 (877)-372-0391 (800)-868-4791 ext 7025 (512)-778-6754 www.PEC.Coop	
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ESTIMATE SUMMARY

Work Order: 108983

Revision: 0

Desc: RW_GB130_RONALD REAGAN AT IH 35

Type: New Construction

Status: Open

Open Date: 10/10/2016

Staked By:

Rel By:

Rel Date:

Project: 1900 - Liberty Hill District

Map Location:

Service Location: 0

Customer: PEDERNALES ELECTRIC COOP

Tran Type: Construction									
Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost
					Cost	Overhead	Cost	Overhead	
A2		1.000							
1Ph Small Angle	1000 - Distribution Constru	1.1000	1.1000	0.00	42.66	5.12	43.09	76.16	167.02
A4		1.000							
1Ph Large Angle	1000 - Distribution Constru	2.1000	2.1000	0.00	22.71	2.73	82.26	145.40	253.10
A5		1.000							
1Ph Deadend	1000 - Distribution Constru	1.2000	1.2000	0.00	11.36	1.36	47.00	83.08	142.80
A5-1		1.000							
1Ph Tap off of a 1Ph pole	1000 - Distribution Constru	1.5000	1.5000	0.00	17.55	2.10	58.76	103.86	182.27
E1-2		4.000							
Un-grounded Single Down Guy	1000 - Distribution Constru	1.1000	4.4000	0.00	174.47	20.94	172.35	304.63	672.35
F1-3		4.000							
Anchor 3/4" x 8' rod 10k pound anchor	1000 - Distribution Constru	1.7000	6.8000	0.00	94.01	11.28	266.36	470.79	842.44
M2-2		2.000							
Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constru	0.7000	1.4000	0.00	162.72	19.53	54.84	96.93	334.02
M42-11		8.000							
Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	0.8000	6.4000	0.00	43.57	5.23	250.69	443.09	742.58
O4 ACSR		623.000							
OH Conductor 4 ACSR	1000 - Distribution Constru	0.0050	3.1150	0.00	102.61	12.31	122.01	215.65	452.58
P45-3		1.000							
Pole Dist 45 Ft Class 3 Wood	1000 - Distribution Constru	4.0000	4.0000	0.00	349.45	41.93	156.68	276.93	824.95
P50-3		1.000							
Pole Dist 50 Ft Class 3 Wood	1000 - Distribution Constru	4.9000	4.9000	0.00	460.97	55.32	191.93	339.24	1,047.46
I 2001289		-0.019							
Wire ACSR 4		0.0000							
Design Codes:	Pole:	Wire:	Neutral:	Miscellaneous:					
					-0.01	0.00	0.00	0.00	-0.01
Total For Construction Assembly Units:				0.00	1,482.07	177.85	1,445.97	2,555.76	5,661.65

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

16076

/pro/rpttemplate/acct/2.36.1/wo/wo_ESTIMATE_SUMMARY.xml.rpt

b_slaton

WORK ORDER

ESTIMATE SUMMARY

Work Order: 108983

Open Date: 10/10/2016

Project: 1900 - Liberty Hill District

Revision: 0

Map Location:

Desc: RW_GB130 RONALD REAGAN AT IH 35

Service Location: 0

Type: New Construction

Customer: PEDERNALES ELECTRIC COOP

Status: Open

Rel Date:

Tran Type: Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost
					Cost	Overhead	Cost	Overhead	
A2		1.000							
1Ph Small Angle	1000 - Distribution Constr	0.9000	0.9000	0.00	0.00	0.00	35.25	62.30	97.55
A3		1.000							
1Ph Medium Angle	1000 - Distribution Constr	0.9000	0.9000	0.00	0.00	0.00	35.25	62.30	97.55
A5		1.000							
1Ph Deadend	1000 - Distribution Constr	0.7000	0.7000	0.00	0.00	0.00	27.42	48.47	75.89
E1-2		2.000							
Un-grounded Single Down Guy	1000 - Distribution Constr	0.8000	1.6000	0.00	0.00	0.00	62.67	110.77	173.44
F1-3		2.000							
Anchor 3/4" x 8' rod 10k pound anchor	1000 - Distribution Constr	0.5000	1.0000	0.00	0.00	0.00	39.17	69.23	108.40
M2-2		1.000							
Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constr	0.5000	0.5000	0.00	0.00	0.00	19.59	34.62	54.21
M41-11		2.000							
Angle Assembly #4 or #1-0 ACSR	1000 - Distribution Constr	0.5000	1.0000	0.00	0.00	0.00	39.17	69.23	108.40
M42-11		2.000							
Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constr	0.4000	0.8000	0.00	0.00	0.00	31.34	55.40	86.74
O4 ACSR		525.000							
OH Conductor 4 ACSR	1000 - Distribution Constr	0.0030	1.5750	0.00	0.00	0.00	61.69	109.04	170.73
P45-3		1.000							
Pole Dist 45 Ft Class 3 Wood	1000 - Distribution Constr	2.2000	2.2000	0.00	0.00	0.00	86.17	152.30	238.47
Total For Retirement Assembly Units:				11.1750	0.00	0.00	437.72	773.66	1,211.38
Total For Work Order 108983:				48.0900	1,482.07	177.85	1,883.69	3,329.42	6,873.03

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER ESTIMATE SUMMARY

PARAMETERS ENTERED:

Update Estimate: No
Work Order: 108983;0
Transaction Type: Both
Exclude Salvage: No
Page Break On Work Order: No

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 11/28/2016

Estimated Completion Date: 12/9/2016

Attachment C
Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-IH35@RR BLVD- PEC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: IH 35 at Ronald Reagan
Blvd.:

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

WHEREAS, Pedernales Electric Cooperative, 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 8 day of November, 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: Pedernales Electric Cooperative
Utility Name

Williamson County

By _____
Authorized Signature

By _____
Authorized Signature

Title: _____

Title: Williamson County Judge

Date: _____

Date: _____

Attachment I

Inclusion in Highway Construction Contract

"Not Applicable"

Date: _____

Attachment I

Inclusion in Highway Construction Contract (if applicable)

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway N/A in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: _____
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: November 8, 2016
CobbFendley Job: _____
Re: IH 35 at Ronald Reagan Blvd.
PEC's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	PEC's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval
☐ As Requested

☐ For Your Use
☐ For Review & Comment

Received

NOV 08 2016

HNTB Corporation
Round Rock

Mr. Church:

We have reviewed and recommend execution of PEC's Utility Agreement Package in the amount of \$6,873.03.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED



Melissa Horn, Principal