

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 9 day of December, 2016, by and between Pedernales Electric Cooperative, Inc. (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Three-phase and Single-phase overhead primary power lines and associated service lines (herein called Facilities).

WHEREAS, County desires to construct proposed CR 279 (Bagdad Rd): From Silver Creek Dr to 0.28 miles North of CR 278. (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:

- Pedernales Electric Cooperative's relocation consist of:
Installation and removal of poles, conductor, guy wires, anchors and facilities/equipment attached to poles. Relocation of privately owned secondary caused by relocation poles.
- County will reimburse Utility for Relocation, 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 19 Power Poles and removal of 11 Power Poles along with apparatus defined as Work =

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: Pedernales Electric Cooperative
Name of Utility

By: 
Authorized Signature

MICHAEL W. MAYBERRY
Print or Type Name

Title: Elec Distribution Design Mgr

Date: 12/4/2016

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

Bagdad Rd @ CR 278 Cost Estimate

Description	Date	Comments	Qty	Rate	Extended Cost
Engineering Services					
Labor					
CADD Technician III		00C3	21.5	\$ 75.00	\$ 1,612.50 ✓
Technical Secretary II		00S2	0.25	\$ 65.00	\$ 16.25 ✓
Technical Secretary III		00S3	4.75	\$ 80.00	\$ 380.00 ✓
Senior Technician II		00T2	114.75	\$ 90.00	\$ 10,327.50 ✓
Project Engineer II		0PE2	10.5	\$ 100.00	\$ 1,050.00 ✓
Project Manager I		0PM1	91.5	\$ 110.00	\$ 10,065.00 ✓
Senior Engineer II		0SE2	1.25	\$ 145.00	\$ 181.25 ✓
Senior Engineer V		0SE5	0.25	\$ 175.00	\$ 43.75 ✓
<i>Sub Total</i>			244.75		\$ 23,676.25 ✓
Expenses					
Mileage					
Survey Mile	9/27/2016	From Schneider office in Boerne to job site in Leander.	101	\$ 0.896	\$ 90.50 ✓
Truck Mile	10/3/2016	From Schneider office in Boerne to PEC offices in Canyon Lake.	42	\$ 0.784	\$ 32.93 ✓
Truck Mile	10/10/2016	Liberty Hill to job site in Leander	20	\$ 0.784	\$ 15.68 ✓
Truck Mile	11/2/2016	From Schneider office in Boerne to job site in Leander.	118	\$ 0.784	\$ 92.51 ✓
Survey Mile	11/2/2016	From Schneider office in Boerne to job site in Leander.	262	\$ 0.896	\$ 234.75 ✓
Truck Mile	11/21/2016	From Schneider office in Boerne to Cobb Fendley Offices in Austin	51	\$ 0.784	\$ 39.98 ✓
Survey Mile	11/21/2016	From Schneider office in Boerne to Cobb Fendley Offices in Austin then to job site in Leander.	315	\$ 0.896	\$ 282.24 ✓
<i>Sub Total</i>					\$ 788.59 ✓
Meals					
Per Diem	9/27/2016	Christopher Martinez			\$ 33.60
Per Diem	9/28/2016	Christopher Martinez			\$ 44.80
<i>Sub Total</i>					\$ 78.40 ✓
Lodging					
Best Western	9/27/2016	Christopher Martinez			\$ 171.79
<i>Sub Total</i>					\$ 171.79
<i>Expenses Total</i>					\$ 1,038.78 ✓
Total for Engineering Services					\$ 24,715.03 ✓

Construction

Utility Costs (Material and Labor)	see attachment for details		\$	70,020.53	✓✓
Concrete Pole Adder	estimate until bid received from vendor	"see email"	\$	20,000.00	✓
ROW	50 hrs @ \$190.00 /hr	50 \$ 190.00	\$	9,500.00	✓
Total for Construction			\$	99,520.53	✓
TOTAL			\$	124,235.56	✓

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 3/1/2017

Estimated Completion Date: 5/1/2017

Contingent on completion of land agreements. Construction to be completed approximately 2 months after construction begins.

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 58.33% eligible.

DATE: 12/9/2016

ELIGIBILITY RATIO SUMMARY

Pedernales Electric Coop

SHEET No. & Sta. Limits

Poles
Non-Eligible

Poles Eligible

Poles
Outside of Project

Assoc. DOC #

		Non-Eligible	Eligible	Outside of Project	Assoc. DOC #
16PECL3007-1	543+27 to 552+82	0	6	1	9805266, 9820839
16PECL3007-2	555+75 to 556+92	4	1	0	19703833DR
16PECL3007-3	570+47	1	0	0	
TOTAL =		5	7	1	

Eligible =	7
Non-Eligible =	5
GRAND TOTAL =	12

ELIGIBILITY RATIO = 58.33%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-Bagdad Rd @ CR 278- PEC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 279 (Bagdad Rd):
From Silver Creek Dr to 0.28 miles North of CR 278

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 9th day of December, 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 [Signature]
Authorized Signature

By _____
Authorized Signature

Title: Engineer of Design & Planning Mgr.

Title: Williamson County Judge

Date: 12/14/2010

Date: _____

LETTER OF TRANSMITTAL

Received

DEC 20 2016

HNTB Corporation
Round Rock

To: HNTB
101 East Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Date: December 20, 2016

CobbFendley Job: 1403-088-03

Re: Bagdad Rd @ CR 278
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

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Church:

Please see the attached PEC's Utility Agreement Package for the above project. We have reviewed and approved it in the amount of \$124,235.56 with an eligibility ratio of 58.33%. The County will be responsible for only \$72,466.60.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED



Michael Andrews, Utility Specialist