

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Pedernales Electric Cooperative, Inc. (*the "Utility"*) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on April 26, 2016 concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: additional design and construction work as detailed in the attached backup documents, which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional design and construction work found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by \$ 122,678.89 for a total of \$ 437,150.70. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No 1
(con't.)

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

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

UTILITY

WILLIAMSON COUNTY

Utility: Pedernales Electric Cooperative
Name of Utility

By: _____

By: *Neil Field*
Authorized Signature

_____ *Dan A. Gattis*

Title: *Electrical Distribution & Planning Manager*

Title: Williamson Country Judge

Date: *9/28/18*

Date: _____

ATTACHMENT “A”

Backup Documents to Supplemental:

Summary of reasons for Supplemental Agreement:

- **Design work:**
 - Additional coordination with AT&T, due to simultaneous relocations by AT&T and re-staking of utility locations.
- **Construction:**
 - Additional coordination with AT&T and PEC's relocations subcontractor (JPL), due to delays from AT&T relocations.
 - JPL had to top PEC's poles and then come back later to pull the pulls, since AT&T's relocations were delayed.
- **Material:**
 - Use of concrete poles to minimize the need for guy easements on adjacent properties.

	Date:	4/26/2016	8/21/2018	10/4/2018
Document:		PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Engineering Costs:	\$	143,747.59	\$ 177,257.47	\$ 33,509.88
Construction Costs:	\$	107,246.52	\$ 154,175.86	\$ 46,929.34
Material Costs:	\$	63,477.70	\$ 87,300.83	\$ 23,823.13
Internal Costs:			\$ 30,547.14	\$ 30,547.14
		\$ 314,471.81	\$ 449,281.30	
Eligibility Ratio:				
97.30%	\$	314,471.81	\$ 437,150.70	\$ 122,678.89

**PEC Electric
CR 258
Final Invoice**

Received
Aug 22, 2018
HNTB Corporation
Round Rock



**STATEMENT OF
CHARGES**

Liberty Hill District

10825 W. State Hwy 29
Liberty Hill, Texas 78642
512-778-5470 X 7025

RE: **County Road 258**

RECIPIENT:

Name Williamson County
c/o HNTB Corporation
Address 505 East Huntland Drive, Suite 485
City, State, ZIP Austin, Texas 78752

STATEMENT DATE August 21, 2018

Sales Tax Rate:

Exempt

PEC Work Order	DESCRIPTION	AMOUNT
101275	Arbol Tree Service Invoice 2523	\$ 185.00
	M&S Engineering Invoice 19605	\$ 3,936.56
	M&S Engineering Invoice 19869	\$ 11,346.99
	M&S Engineering Invoice 20078	\$ 3,558.90
	M&S Engineering Invoice 20391	\$ 500.00
	M&S Engineering Invoice 21022	\$ 170.00
	M&S Engineering Invoice 21239	\$ 4,111.56
	M&S Engineering Invoice 21532	\$ 16,164.70
	M&S Engineering Invoice 21895	\$ 27,989.94
	M&S Engineering Invoice 22047	\$ 8,403.45
	M&S Engineering Invoice 22394	\$ 1,330.00
	M&S Engineering Invoice 22547	\$ 6,272.00
	M&S Engineering Invoice 22998	\$ 14,394.85
	M&S Engineering Invoice 23246	\$ 13,819.59
	M&S Engineering Invoice 23503	\$ 31,284.25
	M&S Engineering Invoice 23846	\$ 3,145.76
	M&S Engineering Invoice 24200	\$ 3,357.66
	M&S Engineering Invoice 24427	\$ 3,255.51
	M&S Engineering Invoice 24811	\$ 1,657.44
	M&S Engineering Invoice 25165	\$ 2,051.44
	M&S Engineering Invoice 25388	\$ 1,680.00
	M&S Engineering Invoice 26290	\$ 10,327.43
	M&S Engineering Invoice 26561	\$ 3,657.50
	M&S Engineering Invoice 26817	\$ 571.94
	M&S Engineering Invoice 27063	\$ 4,085.00

	James Powerline Invoice 6287C	\$	33,527.44
	James Powerline Invoice 6287R	\$	2,132.60
	James Powerline Invoice 6647	\$	27,845.00
	James Powerline Invoice 6966C	\$	55,908.68
	James Powerline Invoice 6966R	\$	34,762.14
	Invoice Subtotal		331,433.33
	Material Cost	\$	58,103.88
	Material Overhead Cost (Delivery, Storage, Warehouse Labor)	\$	29,196.95
	Internal Labor Cost	\$	150.54
	Indirect Internal Labor	\$	30,396.60
	Subtotal		87,300.83

SUBTOTAL	\$	449,281.30
TAX	\$	-

DIRECT ALL INQUIRIES TO:
 Dirk Field
 512-778-5470 ext 7020
Dirk.Field@peci.com

Estimated Project Total \$449,281.30

Eligibility Ratio 97.30%

Estimated Total Reimbursable **\$437,150.70**

Less Amount Paid to Date for this Work Order = \$314,471.81
 Total Amount Remaining for Reimbursement to PEC = \$122,678.89