

**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 February 23, 2017 concerning the adjustment, relocation, or removal of certain **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 **\$9,828.46** for a total of **\$14,380.19**. 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

By: _____

Name of Utility

By: _____

Dunk Fuld
Authorized Signature

Judge Bill Gravell, Jr.

Title: _____

Electrical Distribution
Designer & Planning Manager

Title: Williamson Country Judge

Date: _____

1-30-19

Date: _____

ATTACHMENT “A”

Backup Documents to Supplemental:

Summary of Reasons for Supplemental Agreement:

- **Construction:**
 - Per Eckhart Invoice #944, charged hourly rates due to the following.
 - Excavation for pole done by hand, due to conflict location;
 - Work performed while location was energized, so signals remained active;
 - Original construction costs based on unit pricing from vendor, but changed to hourly for above reasons.

- **Internal Labor Cost Plus Overhead:**
 - Internal Labor - Charged by PEC employees for staking/meeting/field visit.
 - Indirect Internal Labor - This is charged to all work orders. It is for items such as system engineering, mapping, supervisory, and administrative labor related to distribution construction. Since all support personnel are not able to charge to a specific work order, PEC adds indirect labor to cover such expenses.
 - Indirect Overhead - This is charged to all work orders. It is for items such as benefits and crew clearing. This is based on the indirect labor charged above. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.
 - Indirect External Services – External engineering, mapping, administrative services. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.

Date:	2/23/2017	11/1/2018	1/23/2019
Document:	PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Construction Costs:	\$ 2,854.70	\$ 7,211.37	\$ 4,356.67
Material Costs:	\$ 1,697.03	\$ 2,087.14	\$ 390.11
Internal Labor & OH Costs:			
Internal Labor =		\$ 520.12	\$ 520.12
Indirect Internal Labor =		\$ 2,123.79	\$ 2,123.79
Indirect OH =		\$ 1,336.96	\$ 1,336.96
Indirect External Services =		\$ 979.62	\$ 979.62
Transportation Costs:		\$ 121.19	\$ 121.19
	\$ 4,551.73	\$ 14,380.19	
Eligibility Ratio:			
100%	\$ 4,551.73	\$ 14,380.19	\$ 9,828.46



POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

Received
Jan 4, 2019
HNTB Corporation
Round Rock

STATEMENT OF CHARGES

SH 29 @ Cedar Hollow
FINAL INVOICE

Liberty Hill District

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

RE: Cedar Hollow

RECIPIENT:

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

STATEMENT DATE November 1, 2018

Sales Tax Rate:

Exempt

PEC Work Order	DESCRIPTION	AMOUNT
100825	Eckhart Electric Construction Inc. Invoice # 944	\$ 7,211.37
	Invoice Subtotal \$ 7,211.37	
	Material Cost Plus Overhead	\$ 2,087.14
	Internal Labor Cost Plus Overhead	\$ 4,960.49
	Transportation Cost	\$ 121.19
	Subtotal \$ 7,168.82	
	SUBTOTAL	\$ 14,380.19
	TAX	\$ -
	Estimated Project Total	\$14,380.19
	Eligibility Ratio	100.00%
	Estimated Total Reimbursable	\$14,380.19

DIRECT ALL INQUIRIES TO:

Brad Noack
512-778-5470 ext 7037
Bradley.Noack@peci.com

ECKHARDT ELECTRIC CONST. INC.

11811 LIME CREEK RD.
 LEANDER, TX 78641
 512 219-9359
 eck11811@aol.com

INVOICE

DATE	INVOICE #
1/30/2017	944

BILL TO:

PEDERNALES ELECTRIC CO-OP
 P. O. BOX 2048
 LIBERTY HILL, TX 78642-2048

WO NUMBER	TERMS
WO#100825	Net 30

DESCRIPTION	AMOUNT
Description: Remove 40-4 pole that is close to road turn lane Install new 45-4 pole down the hill approx 30ft Install new 10KVA XFR for signal light to reduce outage time Job site: Hwy 29 and Cedar Hollow Rd. Georgetown, Tx General Foreman: Rodney Eckhardt Billing period: 12/8/16 thru 12/15/16 Completed: 12/15/2016	
Hourly Labor Charges	4,675.61
Hourly Charges for Company Owned Equipment	2,535.76
<div data-bbox="162 1696 380 1747" data-label="Text">RECEIVED</div> <div data-bbox="159 1757 784 1791" data-label="Text">By June Williams - Accounts Payable at 4:01 pm, Feb 01, 2017</div>	

Thank you for your business.

Total**\$7,211.37**

Eddie R. Church

From: Burke, Whitney <Whitney.Burke@peci.com>
Sent: Wednesday, January 23, 2019 3:29 PM
To: Eddie R. Church
Cc: 62811_1604-067_RTLs; Noack, Bradley
Subject: RE: Cedar Hollow @ SH 29 - Final PEC Invoice

Eddie,

Below is the additional information you requested:

- \$4960.49 – Internal Labor Cost Plus Overhead
 - \$520.12 internal labor - charged by PEC employees for staking/meeting/field visit
 - \$2123.79 indirect internal labor - This is charged to all work orders. It is for items such as system engineering, mapping, supervisory, and administrative labor related to distribution construction. Since all support personnel are not able to charge to a specific work order, PEC adds indirect labor to cover such expenses.
 - \$1336.96 Indirect overhead - This is charged to all work orders. It is for items such as benefits and crew clearing. This is based on the indirect labor charged above. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.
 - \$979.62 indirect external services – External engineering, mapping, administrative services. Since all support personnel are not able to charge to a specific work order, PEC adds indirect overhead to cover such expenses.

Thank you,
Whitney

Whitney Burke | PEDERNALES ELECTRIC COOPERATIVE, INC.

Distribution Planner 2

P: (877) 372-0391 | XTN: 7023

[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [PEC Energy News](#)

P.O. Box 2048 / 10625 West Hwy 29 | Liberty Hill, Tx 78642

PECLibertyHillPlanning@PECI.com

The information contained in this e-mail, including any attachments, is confidential and may be legally privileged; it is intended only for the use of the intended recipient(s). Subsequent use and distribution is governed by the confidentiality of the information. If you are not the intended recipient, any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, contact the number or email address in this message and destroy all copies of the original message.

The information contained in this e-mail, including any attachments, is confidential and may be legally privileged; it is intended only for the use of the intended recipient(s). Subsequent use and distribution is governed by the confidentiality of the information. If you are not the intended recipient, any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, contact the number or email address in this message and destroy all copies of the original message.

From: Eddie R. Church [mailto:erchurch@HNTB.com]

Sent: Tuesday, January 22, 2019 10:04 AM

To: Burke, Whitney <Whitney.Burke@peci.com>

Eddie R. Church

From: Burke, Whitney <Whitney.Burke@peci.com>
Sent: Monday, January 14, 2019 10:47 AM
To: Eddie R. Church
Cc: 62811_1604-067_RTLs; Noack, Bradley; Tomika Lynce
Subject: RE: Cedar Hollow @ SH 29 - Final PEC Invoice
Attachments: !ECKHART INV.pdf

Eddie,

Eckhart inv # 944 –

- Had to charge hourly due to the following circumstances
 - Hole had to be hand dug due to conflict
 - All work had to be done while location was still energized, so that the power stayed on to the signal light

Original construction cost was based on unit pricing from vendor, but then changed to hourly rate due to the reasons above.

Thank you,
Whitney

Whitney Burke | PEDERNALES ELECTRIC COOPERATIVE, INC.

Distribution Planner 2

P: (877) 372-0391 | XTN: 7023

[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [PEC Energy News](#)

ENGINEERING & ENERGY INNOVATIONS DEPARTMENT

P.O. Box 2048 / 10625 West Hwy 29 | Liberty Hill, Tx 78642

PECLibertyHillPlanning@PECI.com

The information contained in this e-mail, including any attachments, is confidential and may be legally privileged; it is intended only for the use of the intended recipient(s). Subsequent use and distribution is governed by the confidentiality of the information. If you are not the intended recipient, any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, contact the number or email address in this message and destroy all copies of the original message.

The information contained in this e-mail, including any attachments, is confidential and may be legally privileged; it is intended only for the use of the intended recipient(s). Subsequent use and distribution is governed by the confidentiality of the information. If you are not the intended recipient, any dissemination, distribution, or use of this information is strictly prohibited. If you have received this communication in error, contact the number or email address in this message and destroy all copies of the original message.

From: Eddie R. Church [mailto:erchurch@HNTB.com]

Sent: Monday, January 14, 2019 9:48 AM

To: Burke, Whitney <Whitney.Burke@peci.com>

Cc: 62811_1604-067_RTLs <62811_1604-067_RTLs@HNTB.com>; Noack, Bradley <Bradley.Noack@peci.com>; Tomika Lynce <tomika.lynce@wilco.org>

Subject: RE: Cedar Hollow @ SH 29 - Final PEC Invoice