

**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, materials 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 **\$70,539.92** for a total of **\$143,006.52**. 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:

Bill Trull

Authorized Signature

Electrical Distribution

Title: *Designer & Planning Manager*

Date:

9-30-2019

By: _____

Judge Bill Gravell, Jr.

Title: Williamson Country Judge

Date: _____

ATTACHMENT “A”

Backup Documents to Supplemental:

Summary of Reasons for Supplemental Agreement:

Construction Materials & Phasing:

Per Schneider Engineer LTD Invoice, costs increased because of the following:

- Changes in the construction phasing. The original design had the power lines with half on the west side and half on the east side and that is what the reimbursement agreement was based on. However, after the agreement was submitted, the project changed substantially because the communication companies wanted the PEC power line to be routed all on the west side. Moving the PEC line to the west side, required either new easement(s) or self-supported poles.
- PEC worked with the adjacent developer, regarding vegetation clearing and pole placement, but the developer would not grant easements for guying. Due to this, three (3) self-supported poles had to be designed and special ordered. This added additional material cost.
- Due to the county's construction schedule, PEC had to build the project in two parts. The first part included removal of existing line, installation of new line along the west side and the installation of three temporary slack spans within the road right-of-way. The temporary slack spans were needed in order to maintain power to the road crossing taps, while the self-supported poles were being procured. Once the self-supported poles arrived, the second part of project was completed. This included replacing the temporary slack spans with the self-supported structures.

Internal Labor Cost Plus Overhead:

- Due to additional design, materials and re-phasing, PEC had additional labor costs and overhead, as shown in final invoice.

See following summary of additional costs.

Date :	2/23/2017	11/1/2018	1/23/2019
Document :	PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Construction Costs			
CONSTRUCTION:	\$ 70,020.53	\$ 79,939.34	\$ 9,918.81
Material Costs & OH : *	\$ 20,000.00	\$ 58,065.68	\$ 38,065.68
Labor Cost (ROW):	\$ 9,500.00		\$ (9,500.00)
Construction Costs Subtotal:	\$ 99,520.53	\$ 138,005.02	\$ 38,484.49
Engineering Services			
ENGINEERING SERVICES:	\$ 24,715.03	\$ 70,083.90	\$ 45,368.87
Internal Labor & OH :		\$ 36,312.10	\$ 36,312.10
Transportation Costs :		\$ 767.03	\$ 767.03
Engineering Services Subtotal :	\$ 24,715.03	\$ 107,163.03	\$ 82,448.00
Total Costs :	\$ 124,235.56	\$ 245,168.05	\$ 120,932.49
Eligibility Ratio:			
58.33%	\$ 72,466.60	\$ 143,006.52	\$ 70,539.92

* Original estimated cost for add-on self-supporting poles.



STATEMENT OF CHARGES

Received
Jul 01, 2019
HNTB Corporation
Round Rock

Liberty Hill District

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

RE: CR 279/Bagdad From Silver Creek to North of CR 278

RECIPIENT:

Name Williamson County
 c/o HNTB Corporation - Eddie Church
 Address 101 E. Old Settlers Blvd. Ste 100
 City, State, ZIP Round Rock, TX 78664

STATEMENT DATE June 17, 2019

Sales Tax Rate:

EXEMPT

DESCRIPTION				AMOUNT
108609	SCHNEIDER ENGINEERING LTD	INVOICE	34699	4,525.69
	SCHNEIDER ENGINEERING LTD	INVOICE	36343	5,774.48
	SCHNEIDER ENGINEERING LTD	INVOICE	36725	5,395.22
	SCHNEIDER ENGINEERING LTD	INVOICE	35853	5,514.86
	SCHNEIDER ENGINEERING LTD	INVOICE	36867	275.00
	SCHNEIDER ENGINEERING LTD	INVOICE	37302	1,252.75
	SCHNEIDER ENGINEERING LTD	INVOICE	37773	2,409.75
	SCHNEIDER ENGINEERING LTD	INVOICE	38070	418.50
	SCHNEIDER ENGINEERING LTD	INVOICE	38521	2,476.15
	SCHNEIDER ENGINEERING LTD	INVOICE	38926	530.00
	SCHNEIDER ENGINEERING LTD	INVOICE	39476	130.00
	SCHNEIDER ENGINEERING LTD	INVOICE	39814	1,043.75
	SCHNEIDER ENGINEERING LTD	INVOICE	40295	1,426.55
	SCHNEIDER ENGINEERING LTD	INVOICE	40743	1,679.25
	SCHNEIDER ENGINEERING LTD	INVOICE	41217	625.00
	SCHNEIDER ENGINEERING LTD	INVOICE	41642	2,157.50
	SCHNEIDER ENGINEERING LTD	INVOICE	42057	110.00
	SCHNEIDER ENGINEERING LTD	INVOICE	43259	91.25
	SCHNEIDER ENGINEERING LTD	INVOICE	42551	1,012.75
	SCHNEIDER ENGINEERING LTD	INVOICE	43761	601.25
	SCHNEIDER ENGINEERING LTD	INVOICE	44093	11,510.85
	SCHNEIDER ENGINEERING LTD	INVOICE	44734	9,786.85
	SCHNEIDER ENGINEERING LTD	INVOICE	44943	4,655.00
	JAMES POWER LINE CONSTRUCTION	INVOICE	12017	6,207.79
	SCHNEIDER ENGINEERING LTD	INVOICE	45377	348.75
	SCHNEIDER ENGINEERING LTD	INVOICE	45524	1,412.50

	SCHNEIDER ENGINEERING LTD	INVOICE	45525	4,920.25
	JAMES POWER LINE CONSTRUCTION	INVOICE	12467	66.79
	LINETEC SERVICES LLC	INVOICE	20751	73,664.76
	<u>INVOICES TOTAL:</u>		\$ 150,023.24	
	MATERIAL COST PLUS OVERHEAD			\$ 58,065.68
	INTERNAL LABOR PLUS OVERHEAD			\$ 36,312.10
	TRANSPORTATION COSTS			\$ 767.03
	<u>INTERNAL TOTAL:</u>		\$ 95,144.81	
	SUBTOTAL			\$ 245,168.05
	ELIGIBILITY RATIO			58.33%
	SUBTOTAL			\$ 143,006.52

DIRECT ALL INQUIRIES TO:

Whitney Burke

512-778-5470 ext 7023

Whitney.Burke@PECi.com

<u>Vendor</u>	<u>Invoice numbe</u>	<u>Invoice amount</u>	<u>Wilco will pay</u>	<u>Difference</u>	<u>Notes</u>
Schneider	34699	\$ 4,525.69	\$ 4,361.38	\$ 164.31	no backup for meals. backup for hotel shows \$153.38, can't pay for mileage going from/to employees home/deducted 67.50
Schneider	36343	\$ 5,774.48	\$ 5,125.00	\$ 649.48	Need backup for mileage
Schneider	36725	\$ 5,395.22	\$ 5,332.50	\$ 62.72	Need backup for mileage
Schneider	35853	\$ 5,514.86	\$ 5,466.25	\$ 48.61	mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation
Schneider	36867	\$ 275.00	\$ 275.00	\$ -	-
Schneider	37302	\$ 1,252.75	\$ 1,168.75	\$ 84.00	Need backup for mileage
Schneider	37773	\$ 2,409.75	\$ 2,340.00	\$ 69.75	Need backup for mileage
Schneider	38070	\$ 418.50	\$ 360.00	\$ 58.50	Need backup for mileage
Schneider	38521	\$ 2,476.15	\$ 2,247.50	\$ 228.65	Need backup for mileage
Schneider	38926	\$ 530.00	\$ 530.00	\$ -	-
Schneider	39476	\$ 130.00	\$ 130.00	\$ -	-
Schneider	39814	\$ 1,043.75	\$ 1,010.00	\$ 33.75	Need backup for mileage
Schneider	40295	\$ 1,426.55	\$ 1,177.50	\$ 249.05	Need backup for mileage
Schneider	40743	\$ 1,679.25	\$ 1,635.00	\$ 44.25	mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation
Schneider	41217	\$ 625.00	\$ 625.00	\$ -	-
Schneider	41642	\$ 2,157.50	\$ 2,157.50	\$ -	-
Schneider	42057	\$ 110.00	\$ 110.00	\$ -	-
Schneider	43259	\$ 91.25	\$ 91.25	\$ -	-
Schneider	42551	\$ 1,012.75	\$ 942.35	\$ 70.40	can only pay for mileage from/to work to jobsite
Schneider	43761	\$ 601.25	\$ 556.25	\$ 45.00	mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation
Schneider	44093	\$ 11,510.85	\$ 10,937.50	\$ 573.35	hotel backup shows 197.22/only received 12.95 worth of backup for meals/will only pay 4.47 for supplies(spray cans)/half of mileage is from home to work and back, will only pay 24.85 for mileage
Schneider	44734	\$ 9,786.85	\$ 9,522.50	\$ 264.35	mileage shows from home to work (not job site), we can't pay for that mileage unless there is an explanation
Schneider	44943	\$ 4,655.00	\$ 4,458.75	\$ 196.25	what is in dripping springs? Boerne to liberty hill looks like mileage from home to work
James Power Line	12017	\$ 6,207.79	\$ 6,177.54	\$ 30.25	We have to exclude sales tax the Elliott Electric supply invoice. The county does have to pay sales tax on rental equipment
Schneider	45377	\$ 348.75	\$ 348.75	\$ -	-
Schneider	45524	\$ 1,412.50	\$ 1,412.50	\$ -	-
Schneider	45525	\$ 4,920.25	\$ 4,720.00	\$ 200.25	mileage backup provided isn't for this project
James Power Line	12467	\$ 66.79	\$ 66.79	\$ -	-
Linetec Services	20751	\$ 73,664.76	\$ 73,664.76	\$ -	-
Material Cost Plus Overhead		\$ 58,065.68	\$ 58,065.68	\$ -	-
Internal Labor Plus Overhead		\$ 36,312.10	\$ 36,312.10	\$ -	-
Transportation Costs		\$ 767.03	\$ 767.03	\$ -	-
Total		\$ 245,168.05	\$ 242,095.13		
County Responsibility		\$ 143,006.52	\$ 141,214.09	\$ 1,792.43	Short pay

Eddie R. Church

From: Field, Dirk <dirk.field@peci.com>
Sent: Thursday, September 26, 2019 2:40 PM
To: Eddie R. Church
Subject: FW: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Eddie, please see the emails below.

Dirk Field | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution & Planning Manager
P: (800)868-4791 Ext.7020 | M: (512)525-7898
[Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [PEC Energy News](#)

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From: Mark Evans [mailto:mevans@se-texas.com]
Sent: Thursday, September 26, 2019 2:37 PM
To: Field, Dirk <dirk.field@peci.com>
Cc: Burke, Whitney <Whitney.Burke@peci.com>; Hoy, Vance <Vance.Hoy@peci.com>
Subject: RE: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

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We originally designed the line with about half on the west side and half on the east side and that is what the reimbursement agreement was based on. However, after the agreement was submitted, the project changed substantially at the request of either Cobb Fendley or the County as I recall because the communication company or companies wanted the PEC power line to be routed all on the west side. Moving the PEC line to the west side, required either new easement(s) or self-supported poles. We worked with the developer regarding vegetation clearing and pole placement, but developer would not grant easements for guying so three self-supported poles had to be designed and special ordered which added additional material cost. Due to the county's construction schedule, PEC had to build the project in two parts. The first part included removal of existing line, installation of new line along the west side and the installation of three temporary slack spans within road right-of-way. The temporary slack spans were needed in order to maintain power to the road crossing taps while the self-supported poles were procured. Once the self-supported poles arrived, the second part of project was completed which included replacing the temporary slack spans with the self-supported structures.

MARK E. EVANS
SCHNEIDER ENGINEERING, LTD.

TX REG. #F-1594
o: 830.249.3887 | f: 830.249.5434
mevans@se-texas.com



From: Field, Dirk <dirk.field@peci.com>
Sent: Thursday, September 26, 2019 10:27 AM
To: Mark Evans <mevans@se-texas.com>
Cc: Burke, Whitney <Whitney.Burke@peci.com>; Hoy, Vance <Vance.Hoy@peci.com>
Subject: FW: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Mark, please see Brad's comments below. Please add any information that you can think of.

Thanks,

Dirk Field | PEDERNALES ELECTRIC COOPERATIVE, INC.
Electrical Distribution & Planning Manager
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From: Noack, Bradley
Sent: Thursday, September 26, 2019 10:21 AM
To: Field, Dirk <dirk.field@peci.com>
Cc: Burke, Whitney <Whitney.Burke@peci.com>
Subject: RE: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Dirk,

I remember the county having issues with one of the landowners on the East side of the road. I can't remember exactly, but I think it might have been the Roy Sullivan property. We also had to order (3) self-supporting poles at the entrance of the Highland Oaks Subdivision because the developer wouldn't grant us an easement for anchoring. There was also concern with anchoring into a berm they have in front of the subdivision. Also, I am 99% sure we had to build that job in 2 parts, but I can't find the maps to support that. I believe it was because the county needed us to get certain poles out of the way, but we couldn't do the entire job because of telephone.

Mark Evans might remember it better than me since we worked on it much closer. Give me a call if you want to discuss it in more detail.

Thank you,

Brad Noack | PEDERNALES ELECTRIC COOPERATIVE, INC.

Electrical Distribution Design & Planning Manager

P: (830) 454-3520 | F: (830) 454-3524

Marble Falls Office: 4302 U.S. Highway 281 North, Marble Falls, TX 78654

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From: Field, Dirk

Sent: Thursday, September 26, 2019 9:40 AM

To: Noack, Bradley <Bradley.Noack@peci.com>

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

Subject: FW: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

Brad, good morning.

Please see the below email from Eddie Church and please let me know what you remember about this job.

Whit said that Schneider had to redesign a couple of times.

1. Easement issues.
2. Ditch cuts changed.
3. Self-supporting poles added.
4. County had problems with land owners.

Thanks,

Dirk Field | PEDERNALES ELECTRIC COOPERATIVE, INC.

Electrical Distribution & Planning Manager

P: (800)868-4791 Ext.7020 | M: (512)525-7898

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

Sent: Monday, September 23, 2019 3:52 PM

To: Field, Dirk <dirk.field@peci.com>

Cc: 62811_1805-229_BagdadRiverRanch <61272_BagdadRd?CR2781@HNTB.com>; Hoy, Vance <Vance.Hoy@peci.com>; Burke, Whitney <Whitney.Burke@peci.com>; James Klotz <jklotz@HNTB.com>; Randy Ehresman <rehresman@HNTB.com>

Subject: 1805-229 Bagdad at CR 278 - PEC Relocation Supplemental Agreement

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Dirk,

I have been working with the County Auditor to help expedite PEC's reimbursement for the Bagdad Road project. The Supplemental and the explanation to the Commissioner will need some added language regarding reasons for the increased relocation costs. The actual costs (\$143,066.52) were double the original Agreement estimate of \$72,466.60. Could you please give some specific information, regarding the increased costs (i.e. more poles, increased material costs, etc.)?

Thank you,

Eddie R. Church, PE

Project Manager

CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN

AND MORE THAN 100 YEARS IN THE REGION

Tel (512) 527-6723 Email erchurch@hntb.com

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Ms. Wendy Coco
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626



10/8/2019 AGENDA ITEMS

Dear Ms. Coco,

The following item has been placed on the Court Agenda. Three (3) originals of the following are attached.

- Bagdad Road at CR 278 Supplemental Utility Agreement – PEC

Once approved by the Court, please have the Judge sign in the indicated areas. **The signed originals will need to be returned to HNTB for further processing.** Once signed, please place in HNTB's folder and we will arrange for pick-up.

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Eddie Church".

Eddie R. Church, P.E.
Project Manager